ITASCA COUNTY
BOARD OF COMMISSIONERS

Itasca County Courthouse
123 NE 4th Street
Grand Rapids, MN 55744
(218) 327-2847

Tuesday, March 2, 2021 | 2:30 PM | Itasca County Boardroom

FINAL

WORK SESSION MINUTES

I. CALL TO ORDER

Chair Ives called the meeting to order at 2:30 PM.

Attendee Name	Title	Status	Arrived
Davin Tinquist	District #1	Present	2:30 PM
Terry Snyder	District #2	Present	2:30 PM
Leo Trunt	District #3	Present	2:30 PM
Burl Ives	District #4	Present	2:30 PM
Ben DeNucci	District #5	Present	2:30 PM

II. PLEDGE OF ALLEGIANCE

III. APPROVAL OF AGENDA

Motion To: Approve the agenda, as presented.

RESULT:	**APPROVED (5 TO 0)**
MOVER:	Commissioner Ben DeNucci
SECONDER:	Commissioner Terry Snyder
AYES:	Davin Tinquist, Terry Snyder, Leo Trunt, Burl Ives, Ben DeNucci

IV. MINUTES APPROVAL

Motion To: Approve the minutes of the Tuesday, February 23, 2021 County Board Regular Session.

RESULT:	**APPROVED (5 TO 0)**
MOVER:	Commissioner Davin Tinquist
SECONDER:	Commissioner Leo Trunt
AYES:	Davin Tinquist, Terry Snyder, Leo Trunt, Burl Ives, Ben DeNucci

V. RECOMMENDED FOR CONSENT AGENDA

1. Schedule the 2021 County Board of Appeal and Equalization meeting on Monday, June 14, 2021 at 3:00 pm with 15 minute appointments available from 3:15 until 7:00 pm and on Monday, June 21, 2021, only if necessary, to finalize any items remaining from the initial meeting. No appointments will be scheduled for the Monday, June 21, 2021 meeting.

RESULT:	**RECOMMENDED FOR CONSENT**	**NEXT: 03/09/2021 2:30 PM**

2. Adopt the Resolution Re: County Veterans Service Office Operation Enhancement Grant Program, which approves the grant contract and authorizes all necessary signatures and oversight that the funds are disseminated appropriately for the State of Minnesota, Minnesota Department of Veterans Affairs, County Veterans Service Office Operation Enhancement Grant Program in the amount of $12,500

RESULT:	**RECOMMENDED FOR CONSENT**	**NEXT: 03/09/2021 2:30 PM**

3. Enter into a Utility Relocation Agreement with North Itasca Electric in the amount of $59,448.40 and authorize the necessary signatures on the documents.

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 03/09/2021 2:30 PM

4. Adopt the Resolution Re: MnDOT Cooperative Construction Agreement No. 1044910, which authorizes Itasca County to enter into said agreement.

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 03/09/2021 2:30 PM

5. Authorize the County Engineer to enter into a professional technical service contract with WSN to provide bridge design services for culvert/bridge replacements, on CSAH 70 over Trout Creek and the Swan River, and authorize the County Engineer to execute the contract documents.

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 03/09/2021 2:30 PM

6. Authorize the County Engineer to enter into a professional technical service contract with Erickson Engineering to provide bridge design services for culvert/bridge replacements on CSAH 68 and CR 439 over Splithand Creek, and authorize the County Engineer to execute the contract documents.

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 03/09/2021 2:30 PM

7. Authorize the County Engineer to enter into a professional technical service contract with LHB to provide bridge design services for a bridge replacement on CR 336 over the Prairie River and authorize the County Engineer to execute the contract documents.

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 03/09/2021 2:30 PM

8. Award contract 65204 for C.S.A.H. 52 Grading & Aggregate Base to the lowest responsible bidder, Kern and Tabery, Inc., in the amount of $2,586,916.40 and authorize the required signatures on the contract documents.

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 03/09/2021 2:30 PM

9. Adopt the Resolution Re: Repurchase of the North Five Feet (N. 5') of Lot Eighteen (18) and all of Lot Nineteen (19), Block Four (4), SOUTHERN ADDITION TO NASHWAUK to Karen Kingsbury.

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 03/09/2021 2:30 PM

10. Adopt the Resolution Re: Approve the Conveyance to the City of Warba, Feeley Township and Sago Township, which amends Resolution 2020-49, dated November 17, 2020 for conveyance of Tax-Forfeited lands for an "Authorized Public Use" of the West 300 Feet of the North 100 Feet of Lot 31, Auditor's Subdivision 18 and that part of the platted Right of Way adjacent thereto and approve purchase of direct county land described as Lot 30, Auditor's Subdivision 18 and that part of the platted Right of Way adjacent thereto for the value of $30,000.00 plus all associated costs equally to the City of Warba, Feeley Township and Sago Township, each an undivided 1/3 interest, per M.S. 282.01, subd. 1a, par. E and per M.S. 465.035 and authorize necessary signatures.

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 03/09/2021 2:30 PM

11. Approve the contract for demolition of the Itasca County Fairgrounds caretaker house and construction of a campground host site to be awarded to Deer River Trucking, Inc., the lowest responsible bidder at $17,000.00, and authorize necessary signatures.

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 03/09/2021 2:30 PM

VI. DISCUSSION / INFORMATIONAL

1. Citizen Input

   No citizen input provided.

2. Lease Addendum Between Itasca County and Independent School District #318

   Itasca County Health and Human Services (HHS) Director Eric Villeneuve provided information regarding the request to approve the Addendum to the Lease Agreement between Itasca County and Independent School District #318 extending the current lease for the time period of 04/01/2021 - 09/30/2021.

RESULT:	**RECOMMENDED FOR CONSENT**	**NEXT: 03/09/2021 2:30 PM**

3. Lease Addendum Between Itasca County and Kootasca Community Action, Inc.

   Itasca County Health and Human Services (HHS) Director Eric Villeneuve provided information regarding the request to approve the Addendum to the Lease Agreement between Itasca County and Kootasca Community Action, Inc. extending the current lease for the time period of 04/01/2021 - 09/30/2021.

RESULT:	**RECOMMENDED FOR CONSENT**	**NEXT: 03/09/2021 2:30 PM**

4. Lease Between Itasca County and Northeast Minnesota Office of Job Training

   Itasca County Health and Human Services (HHS) Director Eric Villeneuve provided information regarding the request to approve the lease agreement between Itasca County and Northeast Minnesota Office of Job Training for the time period of 04/01/2021 - 03/31/2024.

RESULT:	**RECOMMENDED FOR CONSENT**	**NEXT: 03/09/2021 2:30 PM**

5. Lease Between Itasca County and Itasca Medical Care

   Itasca County Health and Human Services (HHS) Director Eric Villeneuve provided information regarding the request to approve the lease agreement between Itasca County and Itasca Medical Care for the time period of 04/01/2021 - 03/31/2024.

RESULT:	**RECOMMENDED FOR CONSENT**	**NEXT: 03/09/2021 2:30 PM**

6. Lease Between Itasca County and Itasca County Health & Human Services

   Itasca County Health and Human Services (HHS) Director Eric Villeneuve provided information regarding the request to approve the lease agreement between Itasca County and Itasca County Health & Human Services for the time period of 04/01/2021 - 03/31/2024.

RESULT:	**RECOMMENDED FOR CONSENT**	**NEXT: 03/09/2021 2:30 PM**

7. Request for Hiring Authorization

   IT Director Chris Gunderson provided information regarding the request to authorize the filling of one (1) vacant Grade-9 Help Desk position.

RESULT:	**RECOMMENDED FOR CONSENT**	**NEXT: 03/09/2021 2:30 PM**

8. Dry Chemical System Replacement

   Environmental Services Coordinator Greg Stoltz provided information regarding the request to approve the purchase and installation of a new Dry Chemical System from Brothers Fire & Security in the amount of $19,249.

RESULT:	**RECOMMENDED FOR CONSENT**	**NEXT: 03/09/2021 2:30 PM**

9. MN DNR Land Acquisition Request

   County Land Commissioner Kory Cease and Minnesota Department of Natural Resources (DNR) Representative AmberBeth VanNingen provided information regarding the request to approve an approximately 62 acre private land acquisition in Lot 4, NWSW and SWSW of Section 26, Township 57N, Range 26W by Minnesota Department of Natural Resources for expansion of the Wabu Woods Scientific and Natural Area (SNA).

Motion To: Deny the request to approve an approximately 62 acre private land acquisition in Lot 4, NWSW and SWSW of Section 26, Township 57N, Range 26W by Minnesota Department of Natural Resources for expansion of the Wabu Woods Scientific and Natural Area (SNA).

RESULT:	**APPROVED (3 TO 2)**
MOVER:	Commissioner Ben DeNucci
SECONDER:	Commissioner Terry Snyder
AYES:	Terry Snyder, Burl Ives, Ben DeNucci
NAYS:	Davin Tinquist, Leo Trunt

10. 5 Year Plan for Highway Improvement Projects Presentation

County Engineer Karin Grandia presented the draft 5 Year Plan for Highway Construction. The draft plan is available on the Transportation Department's portion of the County website (https://www.co.itasca.mn.us/DocumentCenter/View/6083/2021-5-YEAR-PLAN-DRAFT-PDF) for public review and comment until March 23, 2021.

RESULT:	**INFORMATIONAL - NO ACTION TAKEN**

11. Coronavirus Relief Fund Update

County Administrator Brett Skyles and Itasca Economic Development Corporation (IEDC) President and CEO Tamara Lowney provided an update regarding the current status of the Coronavirus Relief Fund, in the amount of $892,105.45, to be awarded by March 15, 2021.

Motion To: Approve the use of the remaining $11,235.45 in Coronavirus Relief Funds to be divided equally among the fifteen (15) Tier A For Profit and Non-Profit businesses in this round.

RESULT:	**APPROVED (5 TO 0)**
MOVER:	Commissioner Terry Snyder
SECONDER:	Commissioner Burl Ives
AYES:	Davin Tinquist, Terry Snyder, Leo Trunt, Burl Ives, Ben DeNucci

Motion To: Approve the use of Coronavirus Relief Funds in the amount of $820,870, which excludes the Timberlake Lodge, to be granted to the Fire Departments, For Profit businesses and Non-Profit businesses in this round, and related expenses.

RESULT:	**APPROVED (5 TO 0)**
MOVER:	Commissioner Davin Tinquist
SECONDER:	Commissioner Leo Trunt
AYES:	Davin Tinquist, Terry Snyder, Leo Trunt, Burl Ives, Ben DeNucci

Motion To: Approve the use of Coronavirus Relief Funds in the amount of $60,000 to be granted to Timberlake Lodge.

RESULT:	**APPROVED (4 TO 0)**
MOVER:	Commissioner Terry Snyder
SECONDER:	Commissioner Leo Trunt
AYES:	Davin Tinquist, Terry Snyder, Leo Trunt, Ben DeNucci
ABSTAIN:	Burl Ives

VII. COMMITTEE REPORTS

Commissioner Tinquist reported on his attendance of recent Jail Committee, Mississippi Headwaters Board (MHB), and Minnesota Power Taskforce meetings, as well as a meeting with Community and Economic Development Associates (CEDA)/Sarah Carling.

Commissioner Trunt reported on his attendance of recent City/County Cooperating Committee, Arrowhead Counties Association (ACA), Association of Minnesota Counties (AMC), Canisteo Stakeholder Group, and MnDOT Litter Study meetings, as well as a meeting with Community and Economic Development Associates (CEDA)/Sarah Carling.

Commissioner Snyder reported on his attendance of recent City/County Cooperating Committee, Grand Village, Canisteo Stakeholder Group, and Short-Term Rentals meetings, as well as meetings regarding the Local Option Sales Tax (LOST) request and various township meetings.

Commissioner DeNucci reported on his attendance of recent Arrowhead Economic Opportunity Agency (AEOA) Board, ItasCAP, Association of Minnesota Counties (AMC) Tribal Relations Forum, Grand Village, and Northeast Minnesota HOME Consortium Joint Powers Board meetings, as well as an ISD #319 School Board meeting and various city council meetings.

Commissioner Ives reported on his attendance of recent Itasca Economic Development Corporation (IEDC) and Short-Term Rentals meetings.

VIII. ADMINISTRATOR UPDATE

IX. COMMISSIONER COMMENTS

Commissioner Snyder provided comment regarding interest to resume Legislative Updates between legislative delegation and Itasca County.

RECESS

Chair Ives recessed the meeting at 4:26 PM.

RECONVENE

Chair Ives reconvened the meeting at 4:38 PM, with all members present.

X. CLOSED SESSIONS

1. Closed Session Re: Itasca County Jail Project.

Motion To: Go into Closed Session per MN Statutes 13D.05, Subd. 3(b), based upon Attorney Client Privilege MN Statutes 595.02, Subd. 1(b), to consult with its attorney in reference to the Itasca County Jail Project.

RESULT:	**APPROVED (5 TO 0)**
MOVER:	Commissioner Davin Tinquist
SECONDER:	Commissioner Terry Snyder
AYES:	Davin Tinquist, Terry Snyder, Leo Trunt, Burl Ives, Ben DeNucci

Others Present: County Attorney Matti Adam, Contracted Special Counsel Adam Ripple (via telephone), County Administrator Brett Skyles, and Deputy Clerk of the County Board Amanda Schultz.

Motion To: Go into Open Session.

RESULT:	**APPROVED (5 TO 0)**
MOVER:	Commissioner Leo Trunt
SECONDER:	Commissioner Terry Snyder
AYES:	Davin Tinquist, Terry Snyder, Leo Trunt, Burl Ives, Ben DeNucci

It was the consensus of the County Board to consider an Agreement for Acquisition of Business between Itasca County and Vanity Cleaners, Inc. at the County Board's March 9, 2021 Regular Session.

XI. ADJOURN

Chair Ives adjourned the meeting at 4:54 PM.

ATTEST

Burl Ives
Chair of the County Board

Brett Skyles
Clerk of the County Board

ITASCA COUNTY
BOARD OF COMMISSIONERS

Itasca County Courthouse
123 NE 4th Street
Grand Rapids, MN 55744
(218) 327-2847

Tuesday, February 23, 2021 | 2:30 PM | Itasca County Boardroom

DRAFT

REGULAR SESSION MINUTES

I. CALL TO ORDER

Vice-Chair Snyder called the meeting to order at 2:30 PM.

Attendee Name	Title	Status	Arrived
Davin Tinquist	District #1	Present	2:30 PM
Terry Snyder	District #2	Present	2:30 PM
Leo Trunt	District #3	Present	2:30 PM
Burl Ives	District #4	Present	2:30 PM
Ben DeNucci	District #5	Present	2:30 PM

II. PLEDGE OF ALLEGIANCE

VICE-CHAIR STATEMENT

Vice-Chair Snyder provided a statement relative to Minnesota Statutes 13D.021 and the procedure for today's meeting.

III. APPROVAL OF AGENDA

Motion To: Add Item #6.8 (MN DNR Land Acquisition Request) and approve the agenda, as amended.

RESULT:	**APPROVED (5 TO 0)**
MOVER:	Commissioner Davin Tinquist
SECONDER:	Commissioner Leo Trunt
AYES:	Davin Tinquist, Terry Snyder, Leo Trunt, Burl Ives, Ben DeNucci

IV. MINUTES APPROVAL

Motion To: Approve the minutes of the Tuesday, February 16, 2021 County Board Work Session.

RESULT:	**APPROVED (5 TO 0)**
MOVER:	Commissioner Ben DeNucci
SECONDER:	Commissioner Davin Tinquist
AYES:	Davin Tinquist, Terry Snyder, Leo Trunt, Burl Ives, Ben DeNucci

V. CONSENT AGENDA

Motion To: Approve the Consent Agenda, as delineated below.

RESULT:	**APPROVED (5 TO 0)**
MOVER:	Commissioner Leo Trunt
SECONDER:	Commissioner Ben DeNucci
AYES:	Davin Tinquist, Terry Snyder, Leo Trunt, Burl Ives, Ben DeNucci

1. Approve a lease agreement with USS Itasca Clean Energy LLC for a solar lease and easement at the Grand Rapids/Itasca County Airport and authorize necessary signatures.

2. Approve and authorize necessary signatures for the 639 MOU regarding the Corrections Mental Health Professional.
3. Adopt the Resolution Re: Resolution of Support from Sponsoring Agency, which indicates that Itasca County agrees to act as the sponsor/fiscal agent for an application for funding from the Local Road Improvement Program (LRIP), as requested by Deer River Township.
4. Adopt the Resolution Re: Repurchase of Northeast Quarter of the Southwest Quarter (NE1/4 SW1/4), LESS M and R Railroad Right of Way, Section Fifteen (15), Township Fifty-seven (57), Range Twenty-seven (27) by Michael H. Benning.
5. Authorize necessary signatures required on the attached Quit Claim Deed from Itasca County to the State of Minnesota, held in Trust for the taxing districts for the West 300 Feet of the North 100 Feet of Lot 31, Auditor's Subdivision 18 and part of the platted Right of Way adjacent thereto.
6. Approve utility easement for construction, maintenance and operation of rebuilding an existing simple phase overhead primary telecommunication lines over and across tax-forfeited trust lands in Section 13, Section 22, Section 23 and Section 34, Township 62, Range 22 and authorize necessary signatures.
7. Adopt the Resolution Re: Authorizing Execution of Professional and Technical Services Contract between Itasca County and the Commissioner of Transportation, State of Minnesota, which approves a professional and technical service contract between the State of Minnesota, Duluth Archaeology Center, LLC., and Itasca County to conduct a Phase 1 Archaeological/Cultural Survey for the Balsam Creek Bridge Replacement project and authorize necessary signatures.
8. Authorize the application for the MN Department of Safety Criminal Justice System COVID-19 Response Grant and authorize the acceptance of the grant, if awarded.
9. Authorize entering into a contractual agreement between Itasca County Public Health and Registered Nurse (RN) Paula Byrne for the period of February 16, 2021 through December 31, 2021 for the purpose of COVID-19 Vaccination Administration at a rate of $40 per hour.

VI. REGULAR AGENDA

1. Citizen Input

   No citizen input provided.

2. Commissioner Warrants

   Motion To: Approve Commissioner Warrants with a check date of February 26, 2021 in the amount of $1,019,052.74.

RESULT:	**APPROVED (5 TO 0)**
MOVER:	Commissioner Davin Tinquist
SECONDER:	Commissioner Terry Snyder
AYES:	Davin Tinquist, Terry Snyder, Leo Trunt, Burl Ives, Ben DeNucci

3. ICHHS Warrants

   Motion To: Approve the Itasca County Health and Human Services (ICHHS) Department Warrants for January 2021, in the amount of $850,474.19.

RESULT:	**APPROVED (5 TO 0)**
MOVER:	Commissioner Leo Trunt
SECONDER:	Commissioner Ben DeNucci
AYES:	Davin Tinquist, Terry Snyder, Leo Trunt, Burl Ives, Ben DeNucci

4. Appointment – Nursing Home Board

Motion To: Appoint Aimee Johnson to the Nursing Home Board fulfilling the unexpired vacancy effective February 23, 2021 through December 31, 2022.

RESULT:	**APPROVED (5 TO 0)**
MOVER:	Commissioner Leo Trunt
SECONDER:	Commissioner Davin Tinquist
AYES:	Davin Tinquist, Terry Snyder, Leo Trunt, Burl Ives, Ben DeNucci

5. County Based Purchasing (IMCare) Division Update/Presentation

Health Plan Division Manager Sarah Anderson provided a County Based Purchasing (IMCare) Division Update, including information regarding the 2020 Controlled Substance and Emergency Department Utilization Focus Study Reports.

RESULT:	**INFORMATIONAL - NO ACTION TAKEN**

Commissioner DeNucci exited the meeting at 2:49 PM.
Commissioner DeNucci returned to the meeting at 2:50 PM.

6. COVID-19 Update

Public Health Division Manager Kelly Chandler provided a situational and informational update regarding COVID-19 (novel coronavirus) in Itasca County, including information regarding vaccination roll-out. If you have questions or concerns regarding COVID-19, please call the Public Health Hotline at (218) 327-6784, visit http://www.co.itasca.mn.us/798/COVID-19-Coronavirus-Information, or contact First Call for Help/211 at (218) 326-8565.

RESULT:	**INFORMATIONAL - NO ACTION TAKEN**

7. Upper Mississippi Headwaters 1 Watershed/1 Plan (UMHW 1W1P) Draft Comment Period

Itasca Soil and Water Conservation District (SWCD) District Manager Andy Arens provided information regarding the Upper Mississippi Headwaters 1 Watershed/1 Plan (UMHW 1W1P) draft comment period.

RESULT:	**INFORMATIONAL - NO ACTION TAKEN**

8. MN DNR Land Acquisition Request

Motion To: Refer the item to the March 2, 2021 Work Session and direct the DNR to provide further information as to what restrictions are placed on the properties adjoining the SNA requested property.

RESULT:	**APPROVED (5 TO 0)**
MOVER:	Commissioner Leo Trunt
SECONDER:	Commissioner Ben DeNucci
AYES:	Davin Tinquist, Terry Snyder, Leo Trunt, Burl Ives, Ben DeNucci

VII. COMMISSIONER COMMENTS

VIII. CLOSED SESSIONS

IX. ADJOURN

Vice-Chair Snyder adjourned the meeting at 3:30 PM.

ATTEST

Burl Ives
Chair of the County Board

Brett Skyles
Clerk of the County Board

ITASCA COUNTY
BOARD OF COMMISSIONERS
Itasca County Courthouse
123 NE 4th Street
Grand Rapids, MN 55744

Tuesday, March 2, 2021

REQUEST FOR BOARD ACTION: RBA-2021-1364

DEPARTMENT: Assessor
PRESENTER: Amber Peratalo

TIME REQUESTED: < 5 Minutes

AGENDA ITEM:
Schedule the 2021 County Board of Appeal and Equalization

BOARD ACTION REQUESTED:
Schedule the 2021 County Board of Appeal and Equalization meeting on Monday, June 14, 2021 at 3:00 pm with 15 minute appointments available from 3:15 until 7:00 pm and on Monday, June 21, 2021, only if necessary, to finalize any items remaining from the initial meeting. No appointments will be scheduled for the Monday, June 21, 2021 meeting.

BACKGROUND:
Per the Minnesota Department of Revenue, available dates for the County Board of Appeal an Equalization in 2021 are Monday, June 14th through Friday, June 25th.

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION: None

03/02/2021

RESULT:	**RECOMMENDED FOR CONSENT**	**NEXT: 03/09/2021 2:30 PM**

ITASCA COUNTY
BOARD OF COMMISSIONERS
Itasca County Courthouse
123 NE 4th Street
Grand Rapids, MN 55744

Tuesday, March 2, 2021

REQUEST FOR BOARD ACTION: RBA-2021-1375

DEPARTMENT: Veteran Services
TIME REQUESTED: < 5 Minutes
PRESENTER: Luke St Germain

AGENDA ITEM:
County Veterans Service Office Operational Enhancement Grant Program

BOARD ACTION REQUESTED:
Adopt the Resolution Re: County Veterans Service Office Operation Enhancement Grant Program, which approves the grant contract and authorizes all necessary signatures and oversight that the funds are disseminated appropriately for the State of Minnesota, Minnesota Department of Veterans Affairs, County Veterans Service Office Operation Enhancement Grant Program in the amount of $12,500

BACKGROUND:
This grant will be used to enhance the operations of the Itasca County Veterans Service Office. Attached is a grant agreement template for this program.

COUNTY ATTORNEY REVIEW: No

SUPPORTING DOCUMENTATION:
1. FY2021 CVSO Grant Agreement TEMPLATE

03/02/2021

RESULT:	**RECOMMENDED FOR CONSENT**	**NEXT: 03/09/2021 2:30 PM**

ITASCA COUNTY
BOARD OF COMMISSIONERS

Itasca County Courthouse
123 NE 4th Street
Grand Rapids, MN 55744

Tuesday, March 2, 2021

RESOLUTION

RE: COUNTY VETERANS SERVICE OFFICE OPERATIONAL ENHANGEMENT GRANT PROGRAM

BE IT RESOLVED by Itasca County that the County enter into a Grant Agreement with the Minnesota Department of Veteran Affairs (MDVA) to conduct the following Program: **County Veterans Service Office Operational Enhancement Grant Program**. The grant must be used to provide outreach to the county's veterans; to assist in the reintegration of combat veterans into society; to collaborate with other social service agencies, educational institutions, and other community organizations for the purposes of enhancing services offered to veterans; to reduce homelessness among veterans; and to enhance the operations of the county veterans service office, as specified in Minnesota Statutes 197.608 and Minnesota Laws 2019, Chapter 10 Article 1, Section 37, Subdivision 2. This Grant should not be used to supplant or replace other funding.

BE IT FURTHER RESOLVED by Itasca County that the County Veterans Service Officer, Luke St. Germain, be authorized to execute the FY2021 CVSO Grant Agreement for the above mentioned Program on behalf of the County.

STATE OF MINNESOTA
MINNESOTA DEPARTMENT OF VETERANS AFFAIRS

COUNTY VETERANS SERVICE OFFICE OPERATIONAL ENHANCEMENT GRANT PROGRAM

GRANT AGREEMENT

This grant agreement is between the State of Minnesota, acting through its Commissioner of the **MINNESOTA DEPARTMENT OF VETERANS AFFAIRS** ("State" or "MDVA") and **«County» COUNTY,** «Street_Address1», «Street_Address2», «Street_Address3», «City», «State» «ZIPPostal_Code», ("Grantee").

Recitals

1. Under Minnesota Statutes §197.608, as amended by Minnesota Laws 2019 1st Special Session, Chapter 10, Article 1, Section 37, Subdivision 2, the State is empowered to enter into this grant.
2. The State is in need of enhancing the operation of the County Veterans Service Offices (CVSO). This grant must be used to enhance the operations of the Grantee's CVSO under Minnesota Statutes §197.608, Subdivision 4(a), and should not be used to supplant or replace other funding.
3. The Minnesota Legislature has funded grants to the counties through MDVA for many years. The established practice has been to provide advanced payments of the full grant amount to the Grantee. This has been done to ensure that the counties have sufficient funds available to conduct programming and complete the tasks required by the grant. The counties often have limited cash reserves and do not have the financial capabilities to make grant expenditures first and wait for reimbursements from the State. Therefore, based on their past performance, MDVA is confident that the Grantee will be able to account for the grant funds and abide by the terms of the grant agreement.
4. The Grantee represents that it is duly qualified and agrees to perform all services described in this grant agreement to the satisfaction of the State. Pursuant to Minnesota Statutes §16B.98 Subdivision 1, the Grantee agrees to minimize administrative costs as a condition of this grant.

Grant Agreement

1. Term of Grant Agreement

1.1 ***Effective date:*** [SPELL OUT FULL DATE (e.g., July 1, 2020)], Per Minn. Stat.§16B.98, Subd. 5, the Grantee must not begin work until this grant contract agreement is fully executed and the State's Authorized Representative has notified the Grantee that work may commence. Per Minn.Stat.§16B.98 Subd. 7, no payments will be made to the Grantee until this grant contract agreement is fully executed.

1.2 ***Expiration date:*** [SPELL OUT FULL DATE (e.g., June 30, 2021)], or until all obligations have been satisfactorily fulfilled, whichever occurs first.

1.3 ***Survival of Terms.*** The following clauses survive the expiration or cancellation of this grant: 8. Liability; 9. State Audits; 10. Government Data Practices and Intellectual Property; 12. Publicity and Endorsement; 13. Governing Law, Jurisdiction, and Venue; and 15 Data Disclosure.

2. Grantee's Duties

The Grantee, who is not a state employee, will:

2.1 Comply with required grants management policies and procedures set forth through Minn. Stat. §16B.97, Subd. 4 (a) (1).

2.2 Conduct this grant only as authorized under Minnesota Statute 197.608, Subd.4. This grant must not be used to supplant any existing funding, or to duplicate any programs or services available to Veterans from other agencies or organizations.

2.3 Conduct the CVSO Operational Enhancement Grant Program ("Program") by purchasing one, or more, of the allowable goods and services as specified in the CVSO Operational Enhancement Grant Items Approved/Disapproved, Attachment A, which is attached and incorporated into this grant agreement. If the Grantee wishes to purchase a good or service not listed on the approved items list of the CVSO Operational Enhancement Grant Items Approved/Disapproved, Attachment A, they must submit an email request to the State Authorized Representative listing the item, the estimated cost, and how the item will benefit county veterans. The item may only be purchased with grant funds upon receipt of written approval from State Authorized Representative.

2.4 Comply with the requirements as specified in the MDVA Grants Manual (Rev. 6), Attachment B, which is incorporated into this grant agreement by reference and available on the MDVA Website – Grants Page: http://mn.gov/mdva/resources/federalresources/grants/). In the event that any provision of the MDVA Grants Manual (Rev. 6), Attachment B, is not consistent with any language of the grant agreement, then the terms of this grant agreement supersede the inconsistent provision.

2.5 Upon executing the grant agreement, the Grantee must submit to the State for approval:

2.5.1 A Conflict of Interest Disclosure Form (page 1 only) for Grantee staff members with fiscal and/or programmatic responsibilities for administering the grant as required in the MDVA Grants Manual (Rev. 6), Attachment B;

2.5.2 The current annual County Budget for the CVSO Program, a sample of which is attached and incorporated into this grant agreement as Attachment C; and

2.5.3 A County Board Resolution, a sample of which is attached and incorporated into this grant agreement as Attachment D.

2.6 If at any time during administering the grant, a personal or professional conflict of interest situation becomes apparent, the Grantee shall disclose that conflict immediately to the State Authorized Representative in writing as provided for in the MDVA Grants Manual (Rev. 6), Attachment B, to determine if corrective action is necessary.

2.7 Upon the conclusion of this Project, the Grantee must close out the grant as specified in the MDVA Grants Manual (Rev. 6), Attachment B to the satisfaction of the State, in order to account for all grant funds expended. Grantees must document expenditures using the CVSO Budget Expenditure Spreadsheet, Attachment E, in Excel format, a sample of which is attached and incorporated into this grant agreement. Grant expense supporting documentation (e.g. invoices and receipts) must be retained on-file and must be made available to the State Authorized Representative upon request.

2.8 In the event that any provision of the Grantee's charter or mission, incorporated into this grant agreement by reference, is not consistent with any portion of the grant agreement, then the terms of this grant agreement supersede the inconsistent provision.

2.9 Allow the State, at any time, to conduct periodic site visits and inspections to ensure work progress as specified in the MDVA Grant Manual (Rev. 6), Attachment B, including a final inspection upon grant completion.

3. Time

The Grantee must comply with all the time requirements described in this grant agreement. In the performance of this grant agreement, time is of the essence.

4. Consideration and Payment

4.1 ***Consideration*.** Consideration for all services performed by Grantee pursuant to this grant agreement shall be paid by the State as follows:

4.1.1 ***Compensation*.** The Grantee will be paid an Advanced Payment lump sum of **$TOTAL_DOLLARS»** and must utilize funds for allowable goods and services as specified in the CVSO Operational Enhancement Grant Items Approved/Disapproved, Attachment A.

4.1.2 ***Travel Expenses.*** Travel and subsistence expenses actually and necessarily incurred by the Grantee as a result of this grant agreement is an allowable expense. The total travel budget may comprise all or a portion of the Total Obligation. The Grantee will report all travel-related expense on the Travel Log (as provided in the MDVA Grant Manual (Rev. 6), Attachment B) in no greater amount than provided in the current "Commissioner's Plan" promulgated by the Commissioner of Minnesota Management and Budget (MMB). Travel and subsistence expenses incurred outside Minnesota is allowed, when necessary for the accomplishment of routine tasks (e.g. transporting Veterans to medical appointments, attending conferences etc.) related to the CVSO work.

4.1.3 ***Total Obligation.*** The total obligation of the State for all compensation and reimbursements to the Grantee under this grant agreement will not exceed **$«FY2020_ TOTAL_DOLLARS», (DOLLARS_SPELLED_OUT» DOLLARS.)**

4.2 ***Payment***

4.2.1 ***Invoices***. The State will promptly pay the Grantee an Advance Payment lump sum payment upon execution of this grant agreement.

4.2.2 ***Eligible Costs.*** In order to be eligible for grant funds, costs must be reasonable, necessary, and allocated to the grant, permitted by appropriate State cost principles, approved by the State and determined to be eligible pursuant Minnesota Statutes §197.608, as amended by Minnesota Laws 2019 1st Special Session, Chapter 10, Article 1, Section 37, Subdivision 2and this grant agreement.

4.2.3 ***Unexpended Funds.*** If the work specified in the Grantee's Duties is not completed, or is completed without expending the budgeted total of MDVA grant funds, the Grantee shall apply MDVA grant funds towards the total cost properly expended on the Tasks specified in the Grantee's duties, and shall promptly return to the MDVA any funds greater than $25.00 not so expended. All advance payments on the grant must be reconciled within 12 months of issuance or within 20 business days of the end of the grant period, whichever comes first.

4.3 ***Contracting and Bidding Requirements.***

4.3.1 Any services and/or materials that are expected to cost $100,000 or more must undergo a formal notice and bidding process.

4.3.2 Services and/or materials that are expected to cost between $25,000 and $99,999 must be competitively awarded based on a minimum of three (3) verbal quotes or bids.

4.3.3 Services and/or materials that are expected to cost between $10,000 and $24,999 must be competitively awarded based on a minimum of two (2) verbal quotes or bids or awarded to a targeted vendor.

4.3.4 The grantee must take all necessary affirmative steps to assure that targeted vendors from businesses with active certifications through these entities are used when possible:

- State Department of Administration's Certified Targeted Group, Economically Disadvantaged and Veteran-Owned Vendor List
- Metropolitan Council's Targeted Vendor list: Minnesota Unified Certification Program
- Small Business Certification Program through Hennepin County, Ramsey County, and City of St. Paul: Central Certification Program

4.3.5 The grantee must maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts.

4.3.6 The grantee must maintain support documentation of the purchasing and/or bidding process utilized to contract services in their financial records, including support documentation justifying a single/sole source bid, if applicable.

4.3.7 Notwithstanding 4.3.1 – 4.3.4., the State may waive bidding process requirements when:

4.3.7.1 Vendors included in response to competitive grant request for proposal process were approved and incorporated as an approved work plan for the grant; and

4.3.7.2 It is determined there is only one legitimate or practical source for such materials or services and that grantee has established a fair and reasonable price.

4.3.8 For projects that include construction work of $25,000 or more, prevailing wage rules apply per; Minn. Stat. §§177.41 through 177.44 consequently, the bid request must state the project is subject to prevailing wage. These rules require that the wages of laborers and workers should be comparable to wages paid for similar work in the community as a whole. A prevailing wage form should accompany these bid submittals.

4.3.9 The grantee must not contract with vendors who are suspended or debarred in MN: http://www.mmd.admin.state.mn.us/debarredreport.asp

4.3.10 The Grantee will record all contract and bidding quotes according to the bidding threshold specified above on the Contract and Bidding Log Sheet, as provided in the MDVA Grants Manual (Rev. 6), Attachment B, and submit this record with the Final Report (as applicable).

5. Conditions of Payment

All services provided by the Grantee under this grant agreement must be performed to the State's satisfaction, as determined at the sole discretion of the State's Authorized Representative and in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations. The Grantee will not receive payment, or will return payment already received, for work found by the State to be **unsatisfactory** or performed in violation of federal, state, or local law. The Grantee will be bound by the MDVA Grant Manual, (Rev. 6), Attachment B, as provided by the State.

6. Authorized Representative

The State's Authorized Representative is **Liz Kelly**, Grants Specialist, Minnesota Department of Veterans Affairs, Veterans Service Building, 20 West 12th Street, St. Paul, Minnesota 55155, 651-201-8225, liz.kelly@state.mn.us or his/her successor, and has the responsibility to monitor the Grantee's performance and the authority to accept the services provided under this grant agreement.

The Grantee's Authorized Representative is **«FName» «LName»,** CVSO, «County» County, «ADD1», «ADD2», «City», «State», «Zip», «Business_Phone», «Email», or his/her successor. If the Grantee's Authorized Representative changes at any time during this grant agreement, the Grantee must immediately notify the State.

7. Assignment, Amendments, Waiver, and Grant Agreement Complete

7.1 ***Assignment*.** The Grantee shall neither assign nor transfer any rights or obligations under this grant agreement without the prior written consent of the State and a fully executed assignment agreement executed by the same parties who executed and approved this grant agreement, or their successors in office.

7.2 ***Amendments.*** Any amendments to this grant 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 grant agreement, or their successors in office.

7.3 **Waiver.** If the State fails to enforce any provision of this grant agreement, that failure does not waive the provision or the State's right to enforce it.

7.4 ***Grant Agreement Complete.*** This grant agreement contains all negotiations and agreements between the State and the Grantee. No other understanding regarding this grant agreement, whether written or oral, may be used to bind either party.

8. Liability

The Grantee must indemnify, save, and hold the State, its agents, and employees harmless from any claims or causes of action, including attorney's fees incurred by the State, arising from the performance of this grant agreement by the Grantee or the Grantee's agents or employees. This clause will not be construed to bar any legal remedies the Grantee may have for the State's failure to fulfill its obligations under this grant agreement.

9. State Audits

Under Minn. Stat. § 16B.98, Subd.8, the Grantee's books, records, documents, and accounting procedures and practices of the Grantee or other party relevant to this grant agreement or transaction are subject to examination by the State and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this grant agreement, receipt and approval of all final reports, or the required period of time to satisfy all state and program retention requirements, whichever is later.

10. Government Data Practices and Intellectual Property

10.1 **Definitions**. For the purpose of this Section, the following words and phrases have the assigned definitions:

10.1.1 "Documents" are the originals of any databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, disks, or other materials, whether in tangible or electronic forms, prepared by the Grantee, its employees, agents, or subcontractors, in the performance of this Contract.

10.1.2 "Pre-Existing Intellectual Property" means intellectual property developed prior to or outside the scope of this Grant Agreement, and any derivatives of that intellectual property.

10.1.3 "Works" means all inventions, improvements, discoveries (whether or not patentable), databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, and disks conceived, reduced to practice, created or originated by the Contractor, its employees, agents, and subcontractors, either individually or jointly with others in the performance of this Contract. "Works" includes Documents.

10.2 ***Government Data Practices.*** The Grantee and State must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data provided by the State under this grant agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Grantee under this grant agreement. The civil remedies of Minn. Stat. §13.08 apply to the release of the data referred to in this clause by either the Grantee or the State. If the Grantee receives a request to release the data referred to in this clause, the Grantee must immediately notify the State. The State will give the Grantee instructions concerning the release of the data to the requesting party before the data is released. The Grantee's response to the request shall comply with applicable law.

10.3 ***Intellectual Property Rights***

10.3.1 ***Intellectual Property Rights.*** The State owns all rights, title, and interest in all of the intellectual property rights, including copyrights, patents, trade secrets, trademarks, and service marks in the works and documents *created and paid for under this grant agreement*. The Grantee assigns all right, title, and interest it may have in the works and the documents to the State. The Grantee must, at the request of the State, execute all papers and perform all other acts necessary to transfer or record the State's ownership interest in the works and documents.

10.3.2 ***Obligations***

10.3.2.1 *Notification*. Whenever any invention, improvement, or discovery (whether or not patentable) is made or conceived for the first time or actually or constructively reduced to practice by the Grantee, including its employees and subcontractors, in the performance of this grant agreement, the Grantee will immediately give the State's Authorized Representative written notice thereof, and must promptly furnish the State's Authorized Representative with complete information and/or disclosure thereon.

10.3.2.2 *Representation*. The Grantee must perform all acts, and take all steps necessary to ensure that all intellectual property rights in the works and documents are the sole property of the State, and that neither Grantee nor its employees, agents, or subcontractors retain any interest in and to the works and documents. The Grantee represents and warrants that the works and documents do not and will not infringe upon any intellectual property rights of other persons or entities.

10.3.2.3 *Indemnification.* Notwithstanding Clause 8, the Grantee will indemnify; defend, to the extent permitted by the Attorney General; and hold harmless the State, at the Grantee's expense, from any action or claim brought against the State to the extent that it is based on a claim that all or part of the works or documents infringe upon the intellectual property

rights of others. The Grantee will be responsible for payment of any and all such claims, demands, obligations, liabilities, costs, and damages, including but not limited to, attorney fees. If such a claim or action arises, or in the Grantee's or the State's opinion is likely to arise, the Grantee must, at the State's discretion, either procure for the State the right or license to use the intellectual property rights at issue or replace or modify the allegedly infringing works or documents as necessary and appropriate to obviate the infringement claim. This remedy of the State will be in addition to and not exclusive of other remedies provided by law.

11. Copyright.

The Grantee shall save and hold harmless the State of Minnesota, its officers, agents, servants and employees, from liability of any kind or nature, arising from the use of any copyrighted or noncopyrighted compositions, secret process, patented or nonpatented invention, article or appliance furnished or used in the performance of the Grant Agreement.

12. Workers' Compensation

The Grantee certifies that it is in compliance with Minn. Stat. §176.181, Subd. 2, pertaining to workers' compensation insurance coverage. The Grantee's employees and agents will not be considered State employees. Any claims that may arise under the Minnesota Workers' Compensation Act on behalf of these employees and any claims made by any third party as a consequence of any act or omission on the part of these employees are in no way the State's obligation or responsibility.

13. Publicity and Endorsement

13.1 ***Publicity***. Any publicity regarding the subject matter of this grant agreement must identify the State as the sponsoring agency and must not be released without prior written approval from the State's Authorized Representative. For purposes of this provision, publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Grantee individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this grant agreement. All projects primarily funded by state grant appropriation must publicly credit the Minnesota Department of Veterans Affairs, and list MDVA as a Sponsor on the Grantee's website when practicable.

13.2 ***Endorsement***. The Grantee must not claim that the State endorses its products or services.

14. Governing Law, Jurisdiction, and Venue

Minnesota law, without regard to its choice-of-law provisions, governs this grant agreement. Venue for all legal proceedings out of this grant agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

15. Termination

15.1 ***Termination by the State.*** The State may immediately terminate this grant agreement with or without cause, upon 30 days' written notice to the Grantee. Upon termination, the Grantee may be required to return to the MDVA any funds provided to Grantee in advance, determined on a pro rata basis from the date of termination.

15.2 ***Termination for Cause.*** The State may immediately terminate this grant agreement if the State finds that there has been a failure to comply with the provisions of this grant agreement, that reasonable progress has not been made or that the purposes for which the funds were granted

have not been or will not be fulfilled. The State may take action to protect the interests of the State of Minnesota, including the refusal to disburse additional funds and requiring the return of all or part of the funds already disbursed. If the Grantee does not commence the grant project within six (6) months of the effective date of this grant agreement, as evidenced by the incurrence of documented expenses for eligible grant costs, then this grant agreement shall be reviewed by MDVA, and may be terminated and the funds returned to MDVA to be reallocated.

15.3 ***Termination for Insufficient Funding***. The State may immediately terminate this grant agreement if:

15.3.1 It does not obtain funding from the Minnesota Legislature;

15.3.2 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 Grantee. The State is not obligated to pay for any services that are provided after notice and effective date of termination. However, the Grantee 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 grant agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. The State must provide the Grantee notice of the lack of funding within a reasonable time of the State's receiving that notice.

16. Data Disclosure

Under Minn. Stat. § 270C.65, Subd. 3, and other applicable law, the Grantee consents to disclosure of its social security number, federal employer tax identification number, and/or Minnesota tax identification number, already provided to the State, to federal and state tax agencies and state personnel involved in the payment of state obligations. These identification numbers may be used in the enforcement of federal and state tax laws which could result in action requiring the Grantee to file state tax returns and pay delinquent state tax liabilities, if any.

APPROVED:

1. STATE ENCUMBRANCE VERIFICATION

Individual certifies that funds have been encumbered as required by Minn. Stat. '' 16A.15.

Signed: _____

Date: _____

SWIFT Contract/PO No(s).____

3. STATE AGENCY

By: _____
(with delegated authority)

Title: _____

Date: _____

2. GRANTEE - «COUNTY» COUNTY

The Grantee certifies that the appropriate person(s) have executed the grant agreement on behalf of the Grantee as required by applicable articles, bylaws, resolutions, or ordinances.

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

ATTACHMENT A CVSO Grant - Items Approved/Disapproved – FY2021

Minnesota Statute § 197.608, as amended, provides that this grant may be utilized for the following general purposes.

- **To provide outreach to the county's veterans.**
- **To assist in the reintegration of combat veterans into society.**
- **To collaborate with other social service agencies, educational institutions, and other community organizations for the purposes of enhancing services offered to veterans.**
- **To reduce homelessness among veterans.**
- **To enhance the operations of the county veterans service office.**

Only the items approved on this form are authorized for purchase using grant funds. The MDVA will seek recovery from your county for any items not on this list that have been purchased with grant funds.

Expenses must be incurred (e.g. invoice date/service period) before the end of the grant period (June 30, 2021)

EQUIPMENT & SUPPLIES

Monitors and Dual monitor video cards	**Teleconferencing equipment**
Laptops/Tablet PC's/I-Pad *(including accessories)*	**Paper shredders** or shredding contracts
Personal computers - Desktop	**TV /DVD combinations**
Printers/Scanners	**Mobile broadband data access device/Hotspot**
Phone & Internet Service/Cellular Phones/ Smart Phones/Headsets – (extended year calling plans or maintenance not allowed)	**Fax machines and installation of initial phone line**
Photo copiers *(or 12 month lease) (Including user maintenance agreements.)*	**Cell Phone Repeater** (and installation)
Digital Video Recorders, Cameras , Projectors – LCD/DLP	**Office Supplies** related to administering the CVSO grant (e.g. copy paper, toner cartridges, ink cartridges, label printers and supplies etc.).

Office Furniture that *is necessary* and is directly related to computerization and organization efforts (required furniture for newly purchased equipment such as computer desk, printer stand, scanner table, etc. or other items to increase organization like filing cabinets, etc.).

Office Furniture that *is necessary* and is directly related to *new/increased staffing (desk, chair, cubicles, etc.).

Note: Locking filing cabinets, sit/stand desk accessories and new furniture to accommodate Veterans' visits in VSO office OK anytime.

COMPUTER SOFTWARE, TRAINING & REFERENCE MATERIALS

Extended Warranties/extended maintenance contracts – on equipment and related software purchased during current grant cycle only. (1 year max)	**Veterans Information/Case Management Systems and Software** *(Including user maintenance agreements.)* **Reference Materials** (Medical dictionaries, VA rules and regulations manuals, etc.).

CVSO Trainings/Webinars

- *** NACVSO Accreditation/CEU/CVA Training (Transportation, Lodging and Registration only)**
- **Training at local colleges** – Includes all staff in CVSO Office and must relate to the position of CVSO/ACVSO. *(Must be pre-approved)*
- **Admin Staff Training** MACVSO Assistant and Secretaries Conference

** Allowed for CVSOs and ACVSOs who are qualified under* MS 197.601.

MARKETING



LinkVet Logo is required for all marketing and promo items. The smaller, modified logo may only be used for small promo items (e.g. pen)

minnesotaveteran.org | 1-888-LinkVet (546-5838)

Marketing Expenses Display Boards, Radio Airtime, TV Airtime, Newspaper Ads, Billboards, CVSO Staff & Volunteer Drivers shirts & jackets	**Publicity Items** *(Magnets, Brochures, holiday cards, Challenge Coins – must include reference to LinkVet)* up to a maximum of **15% of the annual CVSO grant amount.** (e.g. Total Grant Amount $7,500 = $1,125 publicity items.)

MISCELLANEOUS

Salary Expenses for new, increased CVSO staff that provide direct services to Veterans… *not eligible when replacing retired CVSOs.*
Note – Salaries for new, increased staff may also by applied to CVSO grant in subsequent years.

VETERANS SERVICES

Payments made to a third party on behalf of a Veteran, their survivors or their dependents, such as mortgage, rent, auto loans, insurance, credit cards, etc. with~~out~~ prior State approval only.

Veteran Homelessness • **Expenses related to the goal of reducing Veteran homelessness** *(Must be MDVA pre-approved).* • **Supplies for Homeless Vets** (e.g. backpacks)	**Transportation expenses** related to the transport of Veterans needing to access their benefits (Including van/vehicle purchases/lease for this primary purpose, maintenance, fuel, etc.)
Medical Expenses • To pay for 2nd opinions on previously denied VA disability claims. • Assisted listening devices	**"Outreach" Expenses** such as benefits fairs, town halls and seminars are allowed for events when CVSO staff are physically present to handout Veteran information and answer Veteran's questions. *(Refreshments & food over $500.00 must be pre-approved)*
Returning Service Member Reintegration • Including travel expenses to official reintegration events • **Veteran Trainings/Webinars**	**Veteran Medallions** • **Veteran Medallion Samples (VA Marker)** (three sizes) to display in the office • **Veteran Cemetery Markers/Flag Holders** (Replacement of damaged/stolen MDVA supplied) • **Veteran Cemetery Markers/Flag Holders** (New for Veterans not eligible for MDVA supplied)
Gift Cards (gas, food, bus, hotel etc.) All Gift Card purchases applied to a grant in a given year must be logged on the Gift Certificate Log and be distributed to Veterans within the same grant period.	**CVSO Staff Meals** related to official CVSO travel is allowable as specified in Chapter 15 – Expense Reimbursement per the State' "Commissioner's Plan" located at MMB Website. https://mn.gov/mmb-stat/000/az/labor-relations/commissioners-plan/contract/commissioners-plan-accessible.pdf

Expenses related to the collaboration with other social service agencies, educational institutions, and other community organizations for the purposes of enhancing services offered to veterans.

Note: A detailed Account Activity Statement including 1) Veteran Name, 2) Total Dollars, 3) Payee info and 4) Description is required for the Final Closeout Report.

***NOTE: The maximum purchase price for certain items does NOT include tax or shipping charges.**

Items Not Approved:

- Direct cash assistance payments to Veterans, their survivors or dependents.
- Donations & Sponsorships (including donations to Veteran Service Organization events)

Attachment B

MDVA Grant Manual Rev. 6 (available on the MDVA Website - Grants Page: **https://mn.gov/mdva/resources/federresources/grants/**

Attachment C

County Budget EXAMPLE - County Veteran Service Office Program

*** _____ COUNTY *** INTEGRATED FINANCIAL SYSTEMS

12/13/18 10:27AM USER- SELECTED BUDGET REPORT Page 2

01 FUND GENERAL REVENUE FUND Report Basis: Cash

Account Number	Account Description		2019 BUDGET	Spent Year To Date Mo. 01 - 12
121 DEPT Veterans Service Officer				
01-121-000-0000-6103	Salaries-Full Time		68,126	0
01-121-000-0000-6150	Life Insurance		48	0
01-121-000-0000-6153	Health Insurance		10,200	0
01-121-000-0000-6163	Pera - Employer		5,100	0
01-121-000-0000-6175	Fica-Employer		5,100	0
01-121-000-0000-6201	Telephone		800	0
01-121-000-0000-6202	Postage		318	0
01-121-000-0000-6225	Veterans Rides		22,500	0
01-121-000-0000-6240	Advertising/Notices/Subscriptions		1,250	0
01-121-000-0000-6241	Conf.Exp/Regs/Trng/Dues		665	0
01-121-000-0000-6262	Data Proc. Serv. & Support		1,000	0
01-121-000-0000-6330	Travel Expenses - Mileage		2,355	0
01-121-000-0000-6331	Lodging & Parking		1,500	0
01-121-000-0000-6335	Meals - Taxable		200	0
01-121-000-0000-6340	Rentals & Service Agreements		52	0
01-121-000-0000-6401	Office Supplies		250	0
01-121-558-0000-5302	OUTREACH & OPERATIONS GRANT		7,500 -	0
01-121-558-0000-6240	Advert/Legal Notices/Subsc.		3,000	0
01-121-558-0000-6260	Prof.&Tech.Services		4,500	0
DEPT 121	Veterans Service Officer	**Revenue**	7,500 -	0
		Expend.	126,964	0
		Net	119,464	0
FUND 01	GENERAL REVENUE FUND	**Revenue**	7,500-	0
		Expend.	126,964	0
		Net	119,464	0
Final Totals		**Revenue**	7,500 -	0
		Expend.	126,964	0
		Net	119,464	0

Copyright 2010- 2017 Integrated Financial Systems

Attachment D

County Board Resolution EXAMPLE

RESOLUTION OF *ABC County*

BE IT RESOLVED by *ABC County* that the County enter into the attached **Grant Contract** with the Minnesota Department of Veterans Affairs (MDVA) to conduct the following Program: **County Veterans Service Office Operational Enhancement Grant Program.** The grant must be used to provide outreach to the county's Veterans; to assist in the reintegration of combat Veterans into society; to collaborate with other social service agencies, educational institutions, and other community organizations for the purposes of enhancing services offered to veterans; to reduce homelessness among veterans; and to enhance the operations of the county Veterans service office, as specified in Minnesota Statutes 197.608 and Minnesota Laws 2019, 1st Special Session, Chapter 10, Article 1, Section 37, Subdivision 2. This Grant should not be used to supplant or replace other funding.

BE IT FURTHER RESOLVED by the *ABC County* that *John Smith* the *County Veteran Service Officer* be authorized to execute the attached Grant Contract for the above-mentioned Program on behalf of the County.

WHEREUPON the above resolution was adopted at *a monthly meeting of the County Board Chair* this *second day of August, 2019.*

Board Chair Signature
Authorized Signature and Title

August 2, 2019
Date

STATE OF MINNESOTA

ABC County

I, *Clerk Name*, do hereby certify that I am the custodian of the minutes of all proceedings had and held by the *County Board* of said *ABC County*, that I have compared the above resolution with the original passed and adopted by the *County Board* of said *ABC County* at a *monthly* meeting thereof held on the *first Thursday* of *August, 2019* at *7:30 pm* that the above constitutes a true and correct copy thereof, that the same has not been amended or rescinded and is in full force and effect.

IN WITNESS WHEREOF, I have hereunto placed my hand and signature this *first Thursday* of *August, 2019*, and have hereunto affixed the seal of the County.

Clerk Signature *Authorized Signature and Title*

Attachment E – Sections One and Two

Final Report & Budget Expenditure Spreadsheet

	A	B	C	D	E	F	G	H	I
1									
2	**Date:** _____								
3	**County Name:** _____								
4	**CVSO Representative Name:** _____								
5	**Reported Grant Expenditure Amount: $** _____								
6	**Grant Period: FY2020**								
7	**SECTION ONE -** CVSO Final Report/Summary Statement								
8	**Grant Expenditure Summary Statement** In 1-2 paragraphs, please describe the background/context for this years' CVSO grant expenditures. For instance: • Do the County's grant expenditures address a particular "gap" in services to Veterans unique to your County? • Are your expenditures related to new programming this year? • Are there other significant "gaps" in services unique to your County?								
9									
10									
11	**SECTION TWO -** CVSO Metrics								
12	1. Total number of Full-time (% FTE) CVSO Staff (filled): _____								
13	2. Total number of Full-time (% FTE) CVSO Staff (open): _____								
14	3. Total County CVSO Program Budget: _____								
15	4. Total Number Veteran/Family **Office Visits** (inc. Phone mtgs): _____								
16	5. Total Number Veteran/Family **Outreach Events** (CVSO Staff Must Be Present): _____								
17	6. Approximate Total Number Veterans served at **Outreach Events**: _____								

Attachment E - Section Three – Example

Final Report & Budget Expenditure Spreadsheet

	A	B	C	D	E	F	G	H	I
1	**Budget Expenditure Spreadsheet Example**								
2	**Date grant was executed (last signature on Grant Agreement) on:**			**9/17/2019**					
3	**Date grant was "live" (60-day rule - Legislative Grants Only) on:**			**7/19/2019**					
4	***I certify that all invoice(s) dates/service & payroll period(s) are ON or AFTER the grant "live" date.***								
	Yes ___ No ___ (If questions, contact Grant Administrator)								
5	*Enter each individual invoice/receipt expenditure separately. Add rows as needed and adjust the Excel formulas.*							**Total Expenditures** (e.g. Receipts)	**TOTAL EXPENDITURES *by Budget Category*** (to Date)
6	**BUDGET CLASS**	**Budget Category** (e.g. Publicity, Travel, Equipment etc.)	**Budget Item** (e.g. Star Tribune, Apple Store, Office Max.)	**Vendor/ Business Name** (e.g. Star Tribune, Apple Store, Office Max.)	**Invoice Date or Service Dates** (must be "on" or "after" grant "live" date above.)	**Was LinkVet printed/ referenced?**	**Invoice Number (if applicable)**		
8	**ADMINISTRATION**	**Office**	**Information Management**	**Vetra Spec**	**8/15/2019**		**# 6588231**	**$ 750.00**	**$ 750.00**
9									
10		**Advertising**	**Newspaper Advertising**	**Star Tribune**	12/1/19 - 6/30/20	Y	**# 3405**	**$ 4,050.00**	**$ 9,702.89**
11		**Advertising**	**Newspaper Advertising**	**Pioneer Press**	9/1/19 - 12/31/19	Y	**# 41994**	**$ 1,080.00**	
12		**Equipment**	**Apple iPhone and MacBook**	**Office Max**	3/22/2020		**# 7723489**	**$ 1,294.00**	
13		**Travel**	**(See Travel Log for individual expenditures)**					**$ 2,578.90**	
14	**OPERATIONS**	**Office Furniture (New employee)**	**Desk & chair**	**Best Buy**	9/4/2019		**# 21336008**	**$ 699.99**	
15		**Veteran Services & Events**	**Veteran Transportation to Medical Appointment**	**Rainbow Rider, Inc**	7/19/19 - 6/30/20 (pro-rated)		**# 402**	**$ 897.21**	**$ 1,486.21**
16			**Homeless Veteran Lodging (2 nights)**	**Super 8 Hotel**	12/1/19 - 12/2/2019		**# 76990**	**$ 386.68**	
17	**SUPPORT SERVICES**		**Veteran Booth**	**_____County Fair**	3/15/2020 - 3/30/2020		**# 25**	**$ 202.32**	
18	**SUB-TOTAL**							**$ 11,939.10**	**$ 11,939.10**
19	**Difference Paid by the County**							**$ (1,939.10)**	**$ (1,939.10)**
20	Column Total		Column Total					**$ 10,000.00**	**$ 10,000.00**

ITASCA COUNTY
BOARD OF COMMISSIONERS
Itasca County Courthouse
123 NE 4th Street
Grand Rapids, MN 55744

Tuesday, March 2, 2021

REQUEST FOR BOARD ACTION: RBA-2021-1350

DEPARTMENT: Transportation
PRESENTER: Rachel Metelak

TIME REQUESTED: < 5 Minutes

AGENDA ITEM:
Utility Relocation Agreement with North Itasca Electric for CSAH 52 Reconstruction

BOARD ACTION REQUESTED:
Enter into a Utility Relocation Agreement with North Itasca Electric in the amount of $59,448.40 and authorize the necessary signatures on the documents.

BACKGROUND:
North Itasca Electric has a power line that runs adjacent to the roadway on CSAH 52 from the intersection with TH 65 west to CR 544. This line conflicts with the construction of CSAH 52 that is currently bidding. The line needs to be relocated. Since North Itasca electric is currently located in their own easement, Itasca County is responsible for the relocation costs. This agreement outlines the requirements for both parties regarding the relocation. The format of this agreement has been used in the past and was reviewed by the County Attorneys Office previously.

COUNTY ATTORNEY REVIEW: NA

SUPPORTING DOCUMENTATION:
1. CSAH 52 Utility Agreement - UNSIGNED

03/02/2021

RESULT:	**RECOMMENDED FOR CONSENT**	**NEXT: 03/09/2021 2:30 PM**

Prepared by Itasca County Highway Department
Actual Cost Agreement
Estimated Value = $59,448.40

S.A.P. 031-652-004 (C.S.A.H. 52)
Location: On CSAH 52 from TH 65 to CR 544 (Approximately 6 miles)
Utility Owner: North Itasca Electric
Itasca Cty Agreement Number 202101

UTILITY RELOCATION AGREEMENT

This Agreement Number 202101 (Agreement) is between the Itasca County (County), acting through its Transportation Department, and North Itasca Electric Cooperative, Inc., including its agents, contractors, and subcontractors (Utility Owner). This Agreement describes how the parties will cooperate in the relocation of the Utility Owner's facilities which are affected by a State Aid Construction Project.

RECITALS

The County is letting a contract to construct State Aid Project Number 031-652-004 (Project) on County State Aid Highway Number 52. The Project is located on CSAH 52 from the intersection with TH 65 west to CR 544.

The Utility Owner owns and operates an underground power line, its fixtures, and related equipment (Facilities) in part on private property where the Utility Owner has property rights and in part within the limits of publicly owned right of way. The Facilities are within the limits of the Project.

The Utility Owner must relocate the Facilities that are within the Project limits. The Utility Owner has requested reimbursement for the cost of this relocation from the County.

The County will acquire permanent highway easement within the limits of the Utility Owner's property rights to construct the Project.

Under Minnesota Statutes, section 163.02, subdivision 2, the County may acquire all properties necessary to construction, maintain, and improve the county highway system.

AGREEMENT

I. Term/Termination

A. *Effective Date:* This Agreement is effective on the date the Agreement is executed by the parties hereto.

B. *Commencement of Work:* Upon notice of Agreement approval, the Utility Owner must commence and prosecute the work according to a schedule the County's Project Engineer (Project Engineer) and North Itasca Electric Cooperative, Inc (NIECI) approves.

C. *Expiration Date:* This Agreement will expire on the date that all obligations, excluding the Utility Owner's ongoing maintenance obligation, have been satisfactorily fulfilled.

D. *Termination by the County:* The County may terminate this Agreement at any time, with or without cause, on 30 days written notice to the Utility Owner. Upon termination, the Utility Owner will be entitled to payment for the costs that they have incurred through the date the termination takes effect under this paragraph.

E. *Survival of Terms:* The following articles survive this Agreement's expiration or termination: (III) Utility Owner's Ongoing Maintenance Requirements; (V) Audits; (VI) Indemnification/Insurance; and (VIII) Governing Terms.

II. Utility Owner's Duties

A. *Relocation:* The Utility Owner must:

1. Relocate its Facilities according to:

    a. All applicable codes;
    b. The directions of the Project Engineer;
    c. Mn/DOT's Standard Specifications for Construction, 2018 edition.

2. Coordinate its operations with the County's contractor's (Contractor) operations and notify the Project Engineer at least two days before beginning and after completing the relocation.

3. The location and elevation of the Utility Owner's Facilities within the County highway right of way will be replaced underground. Underground cable must meet a minimum offset of 30 feet from the road centerline, and must meet a

minimum depth of cover of 3 feet. Any deviation must be approved of in advance by the Project Engineer.

4. If the Utility Owner must perform its work concurrently with that of the Contractor, it must coordinate with the Contractor to ensure that all work is completed to the County's satisfaction without delays. The Utility Owner must not substitute backfilling material unless specifically authorized by the Project Engineer. The Utility Owner must dispose of all rejected soil material within the highway right of way as directed by the Project Engineer. The Utility Owner must mechanically compact all material replaced in the excavation. The Utility Owner must restore all drainage and slopes to the Project Engineer's satisfaction.

5. Maintain accurate and up-to-date relocation cost records throughout the course of the Project.

B. *Compliance with Safety Regulations*

1. The Utility Owner will abide by the current edition of the State's *Field Manual*, which is Part IV of the *Minnesota Manual of Uniform Traffic Control Devices*. The Utility Owner must furnish each flagger with the required vest, hat, hand sign, flags, and any other necessary safety equipment.

2. The provisions of this Agreement do not relieve the Utility Owner of any legal responsibility or liability associated with the construction, operation, or maintenance of its Facilities.

C. *Compliance with Pollution Control Requirements*

1. The Contractor installs pollution control measures according to the National Pollution Discharge Elimination System permit (NPDES Permit). Pollution control measures include silt fences, slope stabilization measures such as seed and mulch, and any other measures the County deems necessary to comply with the NPDES Permit. If the Utility Owner's work affects such pollution control measures, the Utility Owner must restore them to their original condition and to the Project Engineer's satisfaction. If the Utility Owner is relocating Facilities before the Contractor begins construction, the Utility Owner must work with the Project Engineer to determine if pollution control measures are necessary and how to implement them if they are.

III. Utility Owner's Ongoing Maintenance Requirements

A. Once construction is complete, the Utility Owner must maintain the Facilities at its own expense. The Utility Owner must follow the terms of any permit required to be obtained when it performs any maintenance work.

B. The Utility Owner may open and disturb the County highway right of way without a permit in the case of an emergency that is dangerous to the public and requires immediate attention. Upon learning of an emergency, the Utility Owner must immediately notify the County Sheriff. The Utility Owner must take all necessary and reasonable safety measures to protect the public and must cooperate fully with the County Sheriff. In this event, the Utility Owner must request a permit from the proper authority no later than the working date after it begins working in the right of way.

IV. Payment

A. *Payment*

1. Exhibit A, which is attached to this Agreement, is an estimate of the cost of the Utility Owner's relocation work. Actual cost includes all expenses attributable to facilities relocation work. Reimbursement will be based on the actual costs incurred for relocation. Betterment, increase in value, and salvage value derived from the relocated Facilities will not be included in this reimbursement.

2. Subject to Article IV.B of this Agreement, the County will pay the Utility Owner for the actual cost the Utility Owner incurs performing its obligations pursuant to this Agreement, in an amount not to exceed $59,448.40, upon receiving:

   a) Proof that the Facilities have been relocated to the Project Engineer's satisfaction; and
   b) One original, signed invoice that is supported by an itemized statement of costs incurred in the prosecution of the work under this Agreement by the Utility Owner and each of its subcontractors. An authorized representative of the Utility Owner must sign the invoice and submit the final bill to the Project's Engineer no later than 90 days after completing the relocation. The itemized statement of costs must include:
      - Detailed breakdown of materials used with associated costs
      - Copies of individual employee labor hours with rates
      - Copies of individual equipment hours with rates

3. The County's payment constitutes payment in full for all work the Utility Owner performs and for any and all damages, claims, or causes of action of any kind accruing to the Utility Owner because of the County's order to relocate the Facilities. Notwithstanding anything in this Agreement to the contrary, the

Utility Owner reserves the right to pursue any lawful remedy it may have for tortious acts that may arise out of the relocation of the Facilities.

4. If acceptable to the Project Engineer, the County may process periodic progress billings of incurred cost without prior audit.

B. *Limitation on Payment*

1. The total amount the County is required to pay the Utility Owner is limited to the amount shown in Article IV.A.2.

2. If the Utility Owner deems it necessary to perform additional work not covered by this Agreement, or anticipates costs exceeding the amount shown in Article IV.A.2, then the Utility Owner must promptly notify the Project Engineer, in writing, prior to performing that additional work or incurring those additional costs. The written notice must describe the nature and cost of the additional work and provide reason(s) to support the request. The Project Engineer may approve the request subject to the availability and encumbrance of necessary funds. If the Utility Owner performs additional work for which the County has not previously encumbered funds, the County is not obligated to pay for that work.

3. If the amount the Utility Owner requests under Article IV.B.2 does not exceed 10 percent of the amount in Article IV.A.2, the Project Engineer may authorize payment of that pre-approved additional amount without amending this Agreement. The Utility Owner must receive notification from the Project Engineer that the Project Engineer has approved the work and encumbered the additional funds or that work will be ineligible for reimbursement.

4. If the amount the Utility Owner request exceeds 10 percent of the amount shown in Article IV.A.2., this Agreement must be amended to reflect the new cost before the County will be responsible for paying that additional cost.

V. Audits

A. Pursuant to Minnesota Statutes, section 16C.05, subdivision 5, the Utility Owner's accounting books, records, documents, procedures, and practices that are relevant to this Agreement are subject to Legislative or State Audit for six years after this Agreement expires.

B. The Utility Owner must respond to requests for audit information to support claimed costs no later than 60 days after receiving the request or the County will cite all costs in question. If the Utility Owner does not respond during this 60-day period, the County will consider the audit citations accepted and will make payment accordingly.

VI. Indemnification/Insurance

A. Except for the negligent acts of the County, its agents, and employees, the Utility Owner shall assume all liability for, and save the County, its agents and employees, harmless from, any and all claims for damages, actions or causes of action arising out of the work to be done by the Utility Owner under this Agreement, and the continuing uses by the Utility Owner, including but not limited to the placing, constructing, reconstructing, maintaining and using of the Facilities in existence or to be constructed or relocated under this Agreement.

B. The Utility Owner does not waive any defense or immunity of third parties. The Utility Owner, in defending any action on behalf of the County, will be entitled to assert every defense or immunity that the County could assert in its own behalf.

C. The Utility Owner certifies that its workers' compensation insurance coverage complies with Minnesota Statutes, section 176.181, subdivision 2. The Utility Owner must also carry Employer's Liability Bodily Injury by accident in the amount of $500,000, Disease – policy limits of $500,000 and Disease – each employee in the amount of $500,000. The Utility Owner's employees and agents are not considered County employees. The County is not responsible for any claims asserted by the Utility Owner's employees, agents, subcontractors, or any third parties under the Minnesota Workers Compensation Act.

D. The Utility Owner further agrees that in order to protect itself as well as the County under the indemnity provision set forth above, it will at all times during the term of this Agreement keep in force the following insurance protection in the limits specified: commercial general liability, professional liability, and automobile liability coverage's not less than the following limits: $500,000 when the claim is one for death by wrongful act or omission and $500,000 to any claimant in any other case; and $1,500,000 for any number of claims arising out of a single occurrence; and twice the limits provided herein when the claim arises out of the release or threatened release of a hazardous substance, whether the claim is brought under Sections 115B.01 to 115B.15 or under any other law. Commercial General Liability Aggregate limits shall be $3,000,000. Itasca County shall be listed as a certificate holder and as an additional insured with respect to operations covered under this Agreement for all liability coverage's except Workers' Compensation and Employer's Liability and Professional Liability, if applicable. Itasca County will receive thirty (30) days written

notice in the event of cancellation, non-renewal or material change in any described policy.

VII. Nondiscrimination

A. The Utility Owner will comply with the United States Department of Transportation's nondiscrimination regulations. These regulations are in the current version of the Code of Federal Regulations, title 49, part 21. The Utility Owner must incorporate these regulations by reference in all contracts.

B. Minnesota Statutes, section 181.59 and any applicable local ordinances pertaining to civil rights and nondiscrimination are considered part of this Agreement.

VIII. Governing Terms

A. *Applicable Law:* 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 Itasca County, Minnesota.

B. *Waiver:* If the County fails to enforce any provision of this Agreement, that failure does not waive the provision or the County's right to subsequently enforce it.

C. *Merger:* This Agreement contains all negotiations and agreements between the County and the Utility Owner. No prior understanding regarding this Agreement, whether written or oral, may be used to bind either party.

D. *Assignment:* The Utility Owner may neither assign nor transfer any rights or obligations under this Agreement without the County's consent and a fully executed assignment agreement. To be valid, the assignment agreement must be signed and approved by the same parties who signed and approved this Agreement, or their successors in office.

E. *Amendments:* Any amendment to this Agreement must be in writing. An amendment will not be effective until the same parties who signed and approved this Agreement, or their successors in office, sign and approve the amendment.

F. *Incorporation of Exhibits:* All exhibits attached to this Agreement are incorporated into this Agreement.

G. *Independent Contractor:* The Utility Owner is to be and shall remain an independent contractor with respect to any and all work performed under this Agreement. It is agreed that nothing herein contained is intended or should be construed in any

manner as creating or establishing the relationship of agents, partners, joint ventures, or associates between the parties hereto, or as constituting the Utility Owner as the employee of the County for any purpose or in any manner whatsoever.

In WITNESS WHEREOF, The County has caused these presents to be executed and the Utility Owner has hereunto subscribed his name.

Dated at _____, this _____, day of _____, 20____

County of Itasca

By: _____
Burl Ives, Chairperson County Board

By: _____
Jeffrey Walker, County Auditor/Treasurer

Utility Owner

By: _____
North Itasca Electric Cooperative, Inc.

By: _____
North Itasca Electric Cooperative, Inc.

Approved as to form and execution this _____ day of _____, 20_____

_____
Matti Adam, County Attorney

_____
Brett Skyles County Administrator

"Exhibit A"

Material Pick List

Work Order

99999 ESTIMATE

Staking Sheet ID 99999 - CO RD 52 road move co rd 52

Tran Type	ItemID	Qty	Avg Cost	Ext Cost	Returned Material
Install					
	1080 JUNCTION, 3 & 4 POINT 15KV	9.00	164.10	1,476.90	
	160 ANODES #5	9.00	32.04	288.36	
	2202 ROD, GROUND 8'	18.00	16.34	294.03	
	2918 TERMINATION, ELBOW 1/0 15 KV	27.00	31.10	839.77	
	314 CABLE #1/0 URD 15KV/EPR-OKONITE	11,000.00	2.21	24,306.67	
	3216 WIRE, GROUND #2 (STRANDED SOFT	90.00	1.10	98.92	
	364 CLAMP, GROUNDING TRANSFORMER	18.00	4.53	81.50	
	700 ENCLOSURE, JCT. COM. W/GR. SL.	9.00	529.01	4,761.05	
				$32,147.19	
			Report Total	**$32,147.19**	

Plowing Labor 15,583.20 10days 2men
Equipment 16,000.00

Terminating Labor 31,106.40 10days 4men
Equip 24,000.00

Material 32,147.19

Total Job 118,896.79 @ 50% = $ 59448.40 County Reimbursement

Note: Do to the Abundant Terminations For the Services on the North END OF Lt Bear Lake My Best Estimate Would be that a 50% Split Should Work Out Very Close For Both Parties.

DaryJP
2/9/21

ITASCA COUNTY
BOARD OF COMMISSIONERS
Itasca County Courthouse
123 NE 4th Street
Grand Rapids, MN 55744

Tuesday, March 2, 2021

REQUEST FOR BOARD ACTION: RBA-2021-1355

DEPARTMENT: Transportation
PRESENTER: Ryan Sutherland

TIME REQUESTED: < 5 Minutes

AGENDA ITEM:
MnDOT Cooperative Construction Agreement - Lighting

BOARD ACTION REQUESTED:
Adopt the Resolution Re: MnDOT Cooperative Construction Agreement No. 1044910, which authorizes Itasca County to enter into said agreement.

BACKGROUND:
MnDOT is proposing to install Lighting Systems at the TH 169 / CSAH 80, 69 & 83 intersections as part of the SP 3116-151 Grading, Bituminous Surfacing, ADA Improvements and Lighting project from Fayette Road to County Road 561.

The agreement requires Itasca County to own and maintain the lighting systems after construction is complete.

COUNTY ATTORNEY REVIEW: Yes and/or Pending

SUPPORTING DOCUMENTATION:
1. 1044910 New LOCAL MAINTENANCE AGREEMENT STATE LET PROJECT ON STATE RIGH-2228670-v8

03/02/2021

RESULT:	**RECOMMENDED FOR CONSENT**	**NEXT: 03/09/2021 2:30 PM**

ITASCA COUNTY
BOARD OF COMMISSIONERS

Itasca County Courthouse
123 NE 4th Street
Grand Rapids, MN 55744

Tuesday, March 2, 2021

RESOLUTION

RE: MnDOT COOPERATIVE CONSTRUCTION AGREEMENT NO. 1044910

IT IS RESOLVED that Itasca County enter into MnDOT Agreement No. 1044910 with the State of Minnesota, Department of Transportation for the following purposes:

For the ownership and maintenance of lighting systems after construction is complete as defined in Agreement No. 1044910.

IT FURTHER RESOLVED that the County Board Chair and Clerk to the County Board are authorized to execute the Agreement and any amendments to the Agreement.

STATE OF MINNESOTA
DEPARTMENT OF TRANSPORTATION
And
ITASCA COUNTY
COOPERATIVE CONSTRUCTION
AGREEMENT

State Project Number (S.P.): **3116-151**
Trunk Highway Number (T.H.): **169 = 035**
Federal Project Number: **RPRP 3120 (025)**
Lighting System Feed Point No.: **A through D**

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

Recitals

1. The State will perform construction of Lighting Systems A through D construction and other associated construction upon, along, and adjacent to Trunk Highway No. 169 from Junction of CSAH 80 to CSAH 83 according to State-prepared plans, specifications, and special provisions designated by the State as State Project No. 3116-151 (T.H. 169) ("Project"); and
2. The State has included in its contract Lighting Systems A through D and the County is willing to maintain the Lighting Systems A through D after completion of the construction; 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: 3. Maintenance by the County; 6. Liability; Worker Compensation Claims; Insurance; 9. State Audits; 10. Government Data Practices; 12. Governing Law; Jurisdiction; Venue; and 14. Force Majeure.

1.4. ***Plans, Specifications, and Special Provisions.*** Plans, specifications, and special provisions designated by the State as State Project No. 3116-151 (T.H. 169) are on file in the office of the Commissioner of Transportation at St. Paul, Minnesota, and incorporated into this Agreement by reference ("Project Plans").

1.5. ***Exhibits.*** Exhibit A is incorporated in the agreement for reference.

2. Construction by the State

2.1. ***Contract Award.*** The State will advertise for bids and award a construction contract to the lowest responsible bidder according to the Project Plans.

2.2. ***Direction, Supervision, and Inspection of Construction.***

A. ***Supervision and Inspection by the State.*** The State will direct and supervise all construction activities performed under the construction contract, and perform all construction engineering and inspection functions in connection with the contract construction. All contract construction will be performed according to the Project Plans.

B. ***Inspection by the County.*** The construction covered under this Agreement will be open to inspection by the County. If the County believes the construction covered under this Agreement has not been properly performed or that the construction is defective, the County will inform the State District Engineer's authorized representative in writing of those defects. Any recommendations made by the County are not binding on the State. The State will have the exclusive right to determine whether the State's contractor has satisfactorily performed the construction covered under this Agreement.

2.3. ***Plan Changes, Additional Construction, Etc.***

A. The State will make changes in the Project Plans and contract construction and will enter into any necessary addenda and change orders with the State's contractor that are necessary to cause the contract construction to be performed and completed in a satisfactory manner.

B. The County may request additional work or changes to the work in the plans as part of the construction contract. Such request will be made by an exchange of letter(s) with the State. If the State determines that the requested additional work or plan changes are necessary or desirable and can be accommodated without undue disruption to the project, the State will cause the additional work or plan changes to be made. The State reserves the right to invoice the County for the cost of any construction contract addenda and any additional County requested work and plan changes, including associated construction engineering, before the completion of the contract construction.

2.4. ***Satisfactory Completion of Contract.*** The State will perform all other acts and functions necessary to cause the construction contract to be completed in a satisfactory manner. Acceptance by the State of the completed contract construction will be final, binding, and conclusive upon the County as to the satisfactory completion of the contract construction.

2.5. ***Permits.*** The County will submit to the State's Utility Engineer an original permit application for all utilities owned by the County to be constructed hereunder that are upon and 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 2525).

3. Maintenance by the County

Upon completion of the project, the County will provide the following without cost or expense to the State:

3.1. ***Lighting.*** Maintenance and ownership of any 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. The County will be responsible for the hook up cost and application to secure an adequate power supply to the service pad or pole and will pay all monthly electrical service expenses necessary to operate the lighting facility.

4. 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.

4.1. The State's Authorized Representative will be:

Name, Title: James Miles, Traffic Engineer (or successor)
Address: 1123 Mesaba Avenue, Duluth, MN 55811
Telephone: (218) 725-2789
Fax: (218) 725-2800
E-Mail: james.miles@state.mn.us

4.2. The County's Authorized Representative will be:

Name, Title: Ryan Sutherland, Assistant County Engineer (or successor)
Address: 123 Northeast 4th Street, Grand Rapids, MN 55744
Telephone: (218) 327-2833
Fax: (218) 327-0688
E-Mail: ryan.sutherland@co.itasca.mn.us

5. Assignment; Amendments; Waiver; Contract Complete

5.1. ***Assignment.*** No 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.

5.2. ***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.

5.3. ***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.

5.4. ***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.

6. Liability; Worker Compensation Claims; Insurance

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, 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. Each party is responsible for its own employees for any claims arising under the Workers Compensation Act.

7. Nondiscrimination

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

8. Title VI/Non-discrimination Assurances

The County agrees to comply with all applicable US DOT Standard Title VI/Non-Discrimination Assurances contained in DOT Order No. 1050.2A, and in particular Appendices A and E, which can be found at: https://edocs-public.dot.state.mn.us/edocs_public/DMResultSet/download?docId=11149035. The County will ensure the appendices and solicitation language within the assurances are inserted into contracts as required. The State may conduct a review of the County's compliance with this provision. The County must cooperate with the State throughout the review process by supplying all requested information and documentation to the State, making County staff and officials available for meetings as requested, and correcting any areas of non-compliance as determined by the State.

9. State Audits

Under Minnesota Statutes § 16C.05, subdivision 5, the County's books, records, documents, 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. Telecommunications Certification

By signing this agreement, the County certifies that, consistent with Section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. 115-232 (Aug. 13, 2018), the County does not and will not use any equipment, system, or service that uses "covered telecommunications equipment or services" (as that term is defined in Section 889 of the Act) as a substantial or essential component of any system or as critical technology as part of any system. The County will include this certification as a flow down clause in any contract related to this agreement.

12. 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.

13. Termination; Suspension

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

13.2. ***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 performance of contract construction under the Project. Termination must be by written or fax notice to the County.

13.3. ***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.

14. Force Majeure

No 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]

ITASCA 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: _____

COMMISSIONER OF ADMINISTRATION

By: _____
(With Delegated Authority)

Date: _____

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

ITASCA COUNTY

RESOLUTION

IT IS RESOLVED that Itasca County enter into MnDOT Agreement No. 1044910 with the State of Minnesota, Department of Transportation for the following purposes:

To provide for routine maintenance by the County upon, along, and adjacent to Trunk Highway No. 169, the limits of which are defined in said Agreement.

COUNTY
IT IS FURTHER RESOLVED that the _____
(Title)
and the _____
(Title)
are 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 Commissioners of Itasca County at an authorized meeting held on the _____ day of _____, 2021, as shown by the minutes of the meeting in my possession.

Subscribed and sworn to me this
_____ day of _____, 2021

Notary Public _____

My Commission Expires _____

_____
(Signature)

_____
(Type or Print Name)

_____
(Title)

Exhibit A

MINNESOTA DEPARTMENT OF TRANSPORTATION

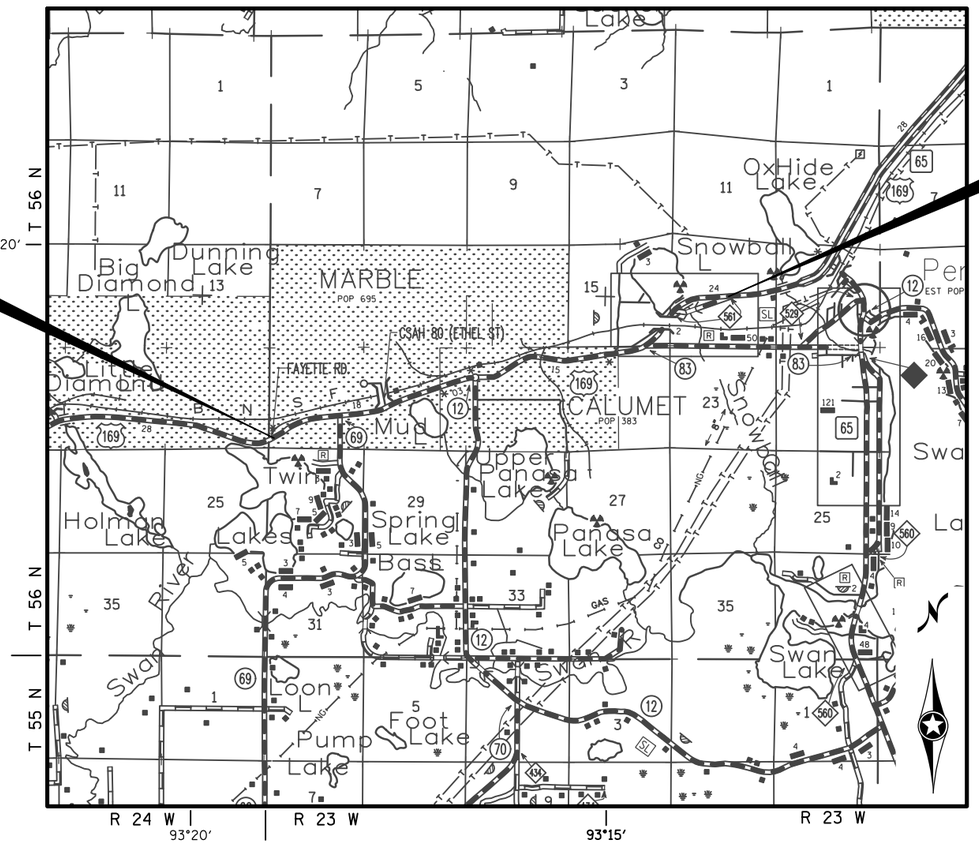
CONSTRUCTION PLAN FOR GRADING, BITUMINOUS SURFACING, ADA IMPROVEMENTS, AND LIGHTING

LOCATED ON T.H. 169 FROM FAYETTE RD TO C.R. 561

STATE PROJ. NO. 3116-151 (T.H. 169)

GROSS LENGTH	26351.34	FEET	4.991 MILES
BRIDGES-LENGTH		FEET	MILES
EXCEPTIONS-LENGTH		FEET	MILES
NET LENGTH	26351.34	FEET	4.991 MILES

REF. POINT 317+00.814 TO REF. POINT 322+00.762



BEGIN S.P. 3116-151 (T.H.169)
STA. 96+94.06
R.P. 317+00.814

END S.P. 3116-151 (T.H.169)
STA. 360+45.40
R.P. 322+00.762

SCALES

INDEX MAP 3960′

GENERAL LAYOUT VARIES
REFER TO LAYOUT SCALE

PLAN REVISIONS		
DATE	SHEET NO.	APPROVER

DESIGN DESIGNATION

Design ESALS	= 1,523,000		
ADT (Current Year) 2020	= 6,331	Design Speed 60	MPH
ADT (Future Year) 2040	= 6,996	Based on STOPPING Sight Distance	
DHV (Design Hr. Vol.)	=	Height of eye 3.5′ Height of object 2.0′	
D (Directional Distr.)	= 50/50 %	Design Speed not achieved at:	
T (Heavy Commercial)	= %	STA. TO STA.	MPH
		STA. TO STA.	MPH



PROJECT LOCATION
COUNTY : ITASCA
DISTRICT : 1 (DULUTH)

FOR PLANS AND UTILITIES SYMBOLS SEE TECHNICAL MANUAL

STATE PROJ. NO.	CHARGE IDENTIFIER
3116-151	

FED. PROJ. NO. RPRP 3120 (025)

GOVERNING SPECIFICATIONS

THE 2018 EDITION OF THE MINNESOTA DEPARTMENT OF TRANSPORTATION "STANDARD SPECIFICATIONS FOR CONSTRUCTION" SHALL GOVERN.

INDEX

SHEET NO.	DESCRIPTION
1	TITLE SHEET
2-4	GENERAL LAYOUT
5-8	STATEMENT OF ESTIMATED QUANTITIES
9	STANDARD PLATES
10	SOILS AND CONSTRUCTION NOTES
11-20	TABULATIONS
21-28	TYPICAL SECTIONS
29-38	MISCELLANEOUS DETAILS
39-69	STANDARD PLANS
70-72	ALIGNMENT TABULATIONS
73-90	INPLACE TOPOGRAPHY & UTILITY PLANS
91-108	REMOVAL PLAN
109-126	CONSTRUCTION & DRAINAGE PLAN
127	EROSION CONTROL & TURF ESTABLISHMENT
128-138	CONSTRUCTION DETAILS
139	PROFILES
140-143	DRAINAGE PROFILES
144-146	DRAINAGE CROSS SECTIONS
147-149	STORMWATER POLLUTION PREVENTION PLAN (SWPPP)
TC1-TC18	TRAFFIC CONTROL PLANS (TC SERIES)
ST1-ST30	SIGNING AND STRIPING (ST SERIES)
SL1-SL7	LIGHTING PLAN (SL SERIES)
X1-X42	CROSS SECTIONS (X SERIES)

THIS PLAN CONTAINS 246 SHEETS

I HEREBY CERTIFY THAT THIS PLAN WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.

PRINT NAME: MATTHEW J. SETTERGREN LICENSE # 52169

DATE: 9/2/2020 SIGNATURE:

DESIGN SQUAD B. EISCHENS, M. ROSENDAHL, N. BRUNO, N. WRIEDT

RECOMMENDED FOR APPROVAL ..... 20.....
DISTRICT TRANSPORTATION ENGINEER

RECOMMENDED FOR APPROVAL ..... 20.....
DISTRICT MATERIALS ENGINEER

RECOMMENDED FOR APPROVAL ..... 20.....
DISTRICT WATER RESOURCES/HYDRAULICS ENGINEER

RECOMMENDED FOR APPROVAL ..... 20.....
DISTRICT TRAFFIC ENGINEER

RECOMMENDED FOR APPROVAL ..... 20.....
STATE PRE-LETTING ENGINEER

OFFICE OF LAND MANAGEMENT APPROVAL ..... 20.....
DIRECTOR, LAND MANAGEMENT

APPROVED ..... 20 .....
STATE DESIGN ENGINEER

I HEREBY CERTIFY THAT THE FINAL FIELD REVISIONS, IF ANY, WERE PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.

PRINT NAME: LICENSE #

DATE: SIGNATURE:

STATE PROJ. NO. 3116-151 (TH 169 = 035) SHEET NO. 1 OF 149 SHEETS

PLOTTED/REVISED: 8/31/2020

DISTRICT 1
PLOT NAME: cd3116151_tsh
PATH & FILENAME: Q:\F\9Proj\F\90245\E600 Drawings\ECE\General\cd3116151_tshdgn

PLOTTED/REVISED: 9/1/2020 10:04:43 AM

STATEMENT OF ESTIMATED QUANTITIES

TAB.	SHEET NO.	ITEM NO.	ITEM DESCRIPTION	UNITS	S.P. 3116-151 80% FEDERAL, 20% STATE FUNDS
		2011.601	CONSTRUCTION SURVEYING	LUMP SUM	1
		2011.601	AS BUILT	LUMP SUM	1
		2021.501	MOBILIZATION	LUMP SUM	1
		2031.502	FIELD OFFICE TYPE D	EACH	1
		2031.502	FIELD LABORATORY TYPE D	EACH	1
		2051.501	MAINT & RESTORATION OF HAUL ROADS	LUMP SUM	1
L	20	2101.505	CLEARING (P)	ACRE	2.6
L	20	2101.505	GRUBBING (P)	ACRE	2.6
L	20	2101.524	CLEARING	TREE	27
L	20	2101.524	GRUBBING	TREE	27
PM	ST01	2102.503	PAVEMENT MARKING REMOVAL	LIN FT	838
H	17	2104.502	REMOVE CONCRETE APRON	EACH	3
E	14	2104.502	REMOVE ANCHORAGE ASSEMBLY-PLATE BEAM	EACH	4
J	18	2104.502	REMOVE MANHOLE OR CATCH BASIN	EACH	5
J	18	2104.502	REMOVE CASTING	EACH	2
		2104.502	REMOVE SIGN TYPE C	EACH	33
		2104.502	REMOVE SIGN TYPE SPECIAL	EACH	1
E	14	2104.502	REMOVE ENERGY ABSORBING TERMINAL	EACH	7
ST-3	ST03	2104.502	SALVAGE SIGN TYPE C	EACH	5
ST-2	ST02	2104.502	SALVAGE SIGN TYPE D	EACH	5
ST-6	ST04	2104.502	SALVAGE SIGN TYPE SPECIAL	EACH	5
		2104.502	REMOVE REFERENCE LOCATION SIGN	EACH	1
A	11	2104.503	SAWING CONCRETE PAVEMENT (FULL DEPTH)	LIN FT	174
A	11	2104.503	SAWING BIT PAVEMENT (FULL DEPTH)	LIN FT	10 329
H	17	2104.503	REMOVE PIPE CULVERTS	LIN FT	565
J	18	2104.503	REMOVE PIPE SEWERS	LIN FT	229
A	11	2104.503	REMOVE CURB & GUTTER (1)	LIN FT	1 033
A	11	2104.503	REMOVE RETAINING WALL	LIN FT	35
E	14	2104.503	REMOVE CABLE GUARDRAIL	LIN FT	220
E	14	2104.503	REMOVE GUARDRAIL-PLATE BEAM	LIN FT	2 550
A	11	2104.504	REMOVE CONCRETE WALK (1)	SQ YD	306
A	11	2104.504	REMOVE PAVEMENT (P)	SQ YD	1 815
A	11	2104.504	REMOVE CONCRETE DRIVEWAY PAVEMENT (P)	SQ YD	218
A	11	2104.504	REMOVE BITUMINOUS DRIVEWAY PAVEMENT (P)	SQ YD	333
A	11	2104.504	REMOVE BITUMINOUS PAVEMENT (P)	SQ YD	1 613
A	11	2104.504	REMOVE BITUMINOUS SHOULDER PAVEMENT (P)	SQ YD	12 789
A	11	2104.602	REMOVE MISCELLANEOUS STRUCTURES	EACH	1
D	14	2104.618	REMOVE AND REPLACE BITUMINOUS PAVEMENT (P)	SQ FT	30

(P) PLAN QUANTITY

NOTES:

(1) SAWING CONCRETE CURB & GUTTER AND SIDEWALK IS INCIDENTAL.

DRAWN BY: MKR
DESIGNED BY: MKR
CHECKED BY: MJS

NO	DATE	BY	CKD	APPR	REVISION

PATH & FILENAME: O:\19Pro\190245\600 Drawings\C\SEQ & SCN\cd3116151_seq_01.dgn

I HEREBY CERTIFY THAT THIS PLAN WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.

SIGNATURE: Matthew J. Setpergren DATE: 9/2/2020
PRINTED NAME: MATTHEW J. SETPERGREN LIC. NO: 52169

LHB PERFORMANCE DRIVEN DESIGN. LHBcorp.com

MINNESOTA DEPARTMENT OF TRANSPORTATION

MN STATE PROJECT NO: 3116-151 (T.H. 169)

STATEMENT OF ESTIMATED QUANTITIES

PLOTTED/REVISED: 9/2/2020 10:42:00 AM

STATEMENT OF ESTIMATED QUANTITIES

TAB.	SHEET NO.	ITEM NO.	ITEM DESCRIPTION		UNITS	S.P. 3116-151 80% FEDERAL, 20% STATE FUNDS
H	17	2105.504	GEOTEXTILE FABRIC TYPE 7		SQ YD	100
C	13	2105.601	DEWATERING		LUMP SUM	1
C	13	2105.607	EXCAVATION SPECIAL		CU YD	154
C	13	2105.609	HAUL & DISPOSE OF CONTAMINATED MATERIAL		TON	246
C	13	2106.507	EXCAVATION - COMMON	(P)	CU YD	17 982
C	13	2106.507	SELECT GRANULAR EMBANKMENT MOD 7% (CV)	(P)	CU YD	7 727
C	13	2106.507	COMMON EMBANKMENT (CV)	(P)	CU YD	8 295
C	13	2112.604	SUBGRADE PREPARATION	(P)	SQ YD	599
B	12	2112.604	SHOULDER PREPARATION	(P)	SQ YD	793
B,D	12,14	2118.507	AGGREGATE SURFACING (LV), CLASS SPECIAL		CU YD	1 009
B,D	12,14	2211.507	AGGREGATE BASE (CV) CLASS 6	(P)	CU YD	6 227
		2231.509	BITUMINOUS PATCHING MIXTURE	(1)	TON	40
B	12	2232.504	MILL BITUMINOUS SURFACE (2.0")	(P)	SQ YD	8 451
K	19	2232.603	MILLED RUMBLE STRIPS-INTERMITTENT		LIN FT	6 857
D	14	2301.503	INTEGRANT CURB DESIGN B6		LIN FT	103
D	14	2301.602	DRILL & GROUT REINF BAR (EPOXY COATED)		EACH	130
B	12	2331.603	CRACK REPAIR SPECIAL		LIN FT	6 357
B	12	2331.603	JOINT ADHESIVE		LIN FT	21 950
B	12	2357.606	BITUMINOUS MATERIAL FOR SHOULDER TACK		GALLON	601
B	12	2360.509	TYPE SP 9.5 WEARING COURSE MIX (3,C)		TON	6 695
H	17	2411.502	CONCRETE SURGE BASIN		EACH	1
H	17	2451.507	FINE AGGREGATE BEDDING (CV)	(P)	CU YD	269
J	18	2501.502	12" CAS PIPE APRON		EACH	1
H	17	2501.502	21" RC PIPE APRON		EACH	3
H	17	2501.502	24" RC PIPE APRON		EACH	1
H	17	2501.502	36" RC PIPE APRON		EACH	2
H	17	2501.502	18" CAS SAFETY APRON		EACH	7
H	17	2501.502	24" CAS SAFETY APRON		EACH	2
H	17	2501.503	18" CAS PIPE CULVERT		LIN FT	114
H	17	2501.503	24" CAS PIPE CULVERT		LIN FT	58
H	17	2501.503	18" CP PIPE CULVERT		LIN FT	126
H	17	2501.503	24" RC PIPE CULVERT		LIN FT	12
H	17	2501.503	36" RC PIPE CULVERT		LIN FT	12
H	17	2501.602	PIPE TIES		EACH	16

(P) PLAN QUANTITY

NOTES:

(1) TO BE USED AS DIRECTED BY THE ENGINEER. TYPE S.P. 9.5 WEARING COURSE MIXTURE (SPWEA340C).

DRAWN BY: MKR
DESIGNED BY: MKR
CHECKED BY: MJS

NO	DATE	BY	CKD	APPR	REVISION

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I HEREBY CERTIFY THAT THIS PLAN WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.

SIGNATURE: Matthew J. Setpergren DATE: 9/2/2020
PRINTED NAME: MATTHEW J. SETPERGREN LIC. NO: 52169

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MINNESOTA DEPARTMENT OF TRANSPORTATION

MN STATE PROJECT NO: 3116-151 (T.H. 169)

STATEMENT OF ESTIMATED QUANTITIES

PLOTTED/REVISED: 9/1/2020 2:24:36 PM

STATEMENT OF ESTIMATED QUANTITIES

TAB.	SHEET NO.	ITEM NO.	ITEM DESCRIPTION	UNITS	S.P. 3116-151 80% FEDERAL, 20% STATE FUNDS
J	18	2503.503	12" CP PIPE SEWER	LIN FT	46
J	18	2503.503	12" RC PIPE SEWER CLASS III	LIN FT	51
J	18	2503.503	18" RC PIPE SEWER CLASS III	LIN FT	182
J	18	2503.602	CONNECT TO EXISTING STORM SEWER	EACH	4
J	18	2503.603	PLUG FILL & ABANDON PIPE SEWER	LIN FT	38
J	18	2503.603	LINING SEWER PIPE 12"	LIN FT	284
J	18	2506.502	CASTING ASSEMBLY	EACH	12
J	18	2506.503	CONST DRAINAGE STRUCTURE DESIGN H	LIN FT	12
J	18	2506.503	CONST DRAINAGE STRUCTURE DES 48-4020	LIN FT	48
J	18	2506.602	CONCRETE COLLAR	EACH	4
H	17	2511.504	GEOTEXTILE FILTER TYPE 3	SQ YD	7
H	17	2511.507	RANDOM RIPRAP CLASS II	CU YD	3
D	14	2521.518	4" CONCRETE WALK	SQ FT	5 953
D	14	2521.518	6" CONCRETE WALK	SQ FT	1 168
D	14	2531.503	CONCRETE CURB & GUTTER DESIGN B424	LIN FT	830
D	14	2531.503	CONCRETE CURB & GUTTER DESIGN B624	LIN FT	148
D	14	2531.504	6" CONCRETE DRIVEWAY PAVEMENT	SQ YD	41
D	14	2531.504	8" CONCRETE DRIVEWAY PAVEMENT	SQ YD	237
D	14	2531.618	TRUNCATED DOMES	SQ FT	132
TC	TC2	2533.503	PORTABLE PRECAST CONC BARRIER DES 8337	LIN FT	175
TC	TC2	2533.503	PORTABLE PREC CONC BAR DES 8337-ANCHORED	LIN FT	50
B	12	2535.503	BITUMINOUS CURB (MODIFIED)	LIN FT	285
M	19	2540.602	MAIL BOX SUPPORT	EACH	2
SL	SL1	2545.502	LIGHTING UNIT TYPE 9-40	EACH	8
SL	SL1	2545.502	LIGHT FOUNDATION DESIGN E MODIFIED	EACH	8
SL	SL1	2545.502	SERVICE CABINET -TYPE L1	EACH	4
SL	SL1	2545.502	EQUIPMENT PAD B	EACH	4
SL	SL1	2545.503	3" NON-METALLIC CONDUIT	LIN FT	586
SL	SL1	2545.503	DIRECT BURIED LIGHTING CABLE 4/C 4 AWG	LIN FT	1 356
E	14	2554.502	ANCHORAGE ASSEMBLY - PLATE BEAM	EACH	3
E	14	2554.502	END TREATMENT-TANGENT TERMINAL	EACH	6
E	14	2554.503	TRAFFIC BARRIER DESIGN TYPE 31	LIN FT	3 550
E	14	2554.503	TRAFFIC BARRIER DESIGN B8307	LIN FT	163
H	17	2554.602	GUIDE POST TYPE SPECIAL	EACH	15
		2563.601	TRAFFIC CONTROL	LUMP SUM	1
		2563.601	ALTERNATE PEDESTRIAN ROUTE	LUMP SUM	1
TC	TC2	2563.602	RAISED PAVEMENT MARKER TEMPORARY	EACH	5 887
TC	TC2	2563.602	PORTABLE CONCRETE BARRIER DELINEATOR	EACH	9
TC	TC2	2563.602	SURFACE MOUNTED DELINEATOR	EACH	461
TC	TC2	2563.602	REPLACE SURFACE MOUNTED DELINEATOR	EACH	46
TC	TC2	2563.602	PORTABLE CHANGEABLE MESSAGE SIGN	EACH	2

(P) PLAN QUANTITY

DRAWN BY: MKR
DESIGNED BY: MKR
CHECKED BY: MJS

NO	DATE	BY	CKD	APPR	REVISION

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I HEREBY CERTIFY THAT THIS PLAN WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.

SIGNATURE: Matthew J. Setpergren DATE: 9/2/2020
PRINTED NAME: MATTHEW J. SETPERGREN LIC. NO: 52169

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MINNESOTA DEPARTMENT OF TRANSPORTATION

MN STATE PROJECT NO: 3116-151 (T.H. 169)

STATEMENT OF ESTIMATED QUANTITIES

PLOTTED/REVISED: 9/1/2020 2:24:37 PM

STATEMENT OF ESTIMATED QUANTITIES

TAB.	SHEET NO.	ITEM NO.	ITEM DESCRIPTION	UNITS	S.P. 3116-151 80% FEDERAL, 20% STATE FUNDS
TC	TC2	2563.615	TEMPORARY IMPACT ATTENUATOR	ASSEMBLY	2
ST-3	ST03	2564.502	INSTALL SIGN TYPE C	EACH	5
ST-2	ST02	2564.502	INSTALL SIGN TYPE D	EACH	5
TC	TC2	2564.502	DELINEATOR TYPE RECOVERABLE	EACH	21
ST-5	ST04	2564.502	REFERENCE LOCATION SIGN	EACH	4
ST-4	ST04	2564.502	OBJECT MARKER TYPE X4-11	EACH	16
ST-1	ST02	2564.518	SIGN PANELS TYPE C	SQ FT	215
ST-6	ST04	2564.602	INSTALL SIGN TYPE SPECIAL	EACH	5
L	20	2572.503	CLEAN ROOT CUTTING	LIN FT	4 342
F	15	2572.503	TEMPORARY FENCE	LIN FT	3 050
F	15	2573.502	STORM DRAIN INLET PROTECTION	EACH	14
F	15	2573.502	CULVERT END CONTROLS	EACH	10
F	15	2573.503	SILT FENCE, TYPE HI	LIN FT	4 138
F	15	2573.503	SEDIMENT CONTROL LOG TYPE COMPOST	LIN FT	15 917
G	16	2574.505	SOIL BED PREPARATION (P)	ACRE	8.0
G	16	2574.508	FERTILIZER TYPE 1	POUND	1 275
G	16	2574.508	FERTILIZER TYPE 3	POUND	1 256
G	16	2574.508	FERTILIZER TYPE 4	POUND	83
G	16	2575.504	SODDING TYPE LAWN	SQ YD	850
G	16	2575.505	SEEDING (P)	ACRE	7.8
G	16	2575.508	SEED MIXTURE 25-141	POUND	215
G	16	2575.508	SEED MIXTURE 33-361	POUND	25
G	16	2575.508	SEED MIXTURE 36-311	POUND	117
G	16	2575.604	ROLLED EROSION PREVENTION CATEGORY 25	SQ YD	34 164
TC	TC2	2581.503	REMOVABLE PREFORM PAVEMENT MARKING TAPE	LIN FT	70 375
TC	TC2	2581.603	REMOVABLE PREFORMED PLASTIC MASK (BLACK)	LIN FT	19 308
TC	TC2	2582.503	4" SOLID LINE PAINT	LIN FT	31 190
TC	TC2	2582.503	4" DOTTED LINE PAINT	LIN FT	96
PM	ST01	2582.503	4" SOLID LINE MULTI COMP GR IN (WR)	LIN FT	12 386
PM	ST01	2582.503	4" BROKEN LINE MULTI COMP GR IN (WR)	LIN FT	260
PM	ST01	2582.503	4" DOTTED LINE MULTI COMP GR IN (WR)	LIN FT	213
PM	ST01	2582.503	8" DOTTED LINE MULTI COMP GR IN (WR)	LIN FT	90
PM	ST01	2582.503	4" DBLE SOLID LINE MULTI COMP GR IN (WR)	LIN FT	11 379
PM	ST01	2582.503	24" SOLID LINE PREF THERMO GR IN	LIN FT	907
PM	ST01	2582.518	PAVT MSSG PREF THERMO GR IN	SQ FT	62
PM	ST01	2582.518	CROSSWALK PREF THERMO GR IN	SQ FT	216
PM	ST01	2582.603	MOBILE RETROREFLECTOMETER MEASUREMENTS	LIN FT	27 900

DRAWN BY: MKR
DESIGNED BY: MKR
CHECKED BY: MJS

NO	DATE	BY	CKD	APPR	REVISION

PATH & FILENAME: O:\19Pro\190245\600 Drawings\C\SEQ & SCN\cd3116151_seq_04.dgn

I HEREBY CERTIFY THAT THIS PLAN WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.

SIGNATURE: Matthew J. Setpergren DATE: 9/2/2020
PRINTED NAME: MATTHEW J. SETPERGREN LIC. NO: 52169

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MINNESOTA DEPARTMENT OF TRANSPORTATION

MN STATE PROJECT NO: 3116-151 (T.H. 169)

STATEMENT OF ESTIMATED QUANTITIES

SHEET NO. 8 OF 149 SHEETS

PLOTTED/REVISED: 9/2/2020 8:31:33 AM

TABULATION OF LIGHTING QUANTITIES				SL
ITEM NO.	ITEM DESCRIPTION	UNITS	TOTAL ESTIMATED QUANTITY	NOTES
T.H. 169 : S.P. 3116-151				
2545	LIGHTING UNIT TYPE 9-40	EACH	8	
2545	LIGHT FOUNDATION DESIGN E MODIFIED	EACH	8	(1)
2545	SERVICE CABINET -TYPE L1	EACH	4	
2545	EQUIPMENT PAD B	EACH	4	
2545	3" NON-METALLIC CONDUIT	LIN FT	586	
2545	DIRECT BURIED LIGHTING CABLE 4/C 4 AWG	LIN FT	1 356	

(1) DEPTH OF FOUNDATION SHALL BE 8' MINIMUM.

LEGEND

- INPLACE LIGHTING UNITS
- FURNISH AND INSTALL LED LUMINAIRE
- FURNISH AND INSTALL LIGHT FOUNDATION DESIGN E-MODIFIED (PRE-CAST), 5/8" X 15 FT GROUND ROD, TYPE 9-40 BREAKAWAY LIGHT STANDARD WITH 40' MOUNTING HEIGHT LED LUMINAIRE
- FURNISH AND INSTALL PAD MOUNTED LIGHTING SERVICE CABINET
- FURNISH AND INSTALL CONDUIT AND 4/C #4 ARMORED CABLE
- FURNISH AND INSTALL DIRECT BURIED LIGHTING CABLE 4/C AWG
- (1) LIGHT POLE NUMBER
- FURNISH AND INSTALL 5/8" X 10 FT GROUND ROD (INCIDENTAL)

CONSTRUCTION NOTES:

1. EXACT LOCATIONS OF THE LIGHT FOUNDATIONS, SERVICE CABINETS, CABLE RUNS AND CONDUIT CROSSINGS SHALL BE DETERMINED IN THE FIELD BY DISTRICT 1 MNDOT TRAFFIC OFFICE. LUMINAIRE DAVITS SHALL BE PLACED PERPENDICULAR TO ROADWAY.
2. PRECAST ONLY LIGHT POLE FOUNDATIONS SHALL BE CONSTRUCTED AS PER STANDARD PLATE NO. 8127 AND IN ACCORDANCE WITH 2545.3F. FOUNDATION DEPTHS SHALL BE INCREASED WHERE TYPICALLY WET AND/OR POOR SOIL CONDITIONS ARE ENCOUNTERED, AS DIRECTED BY THE ENGINEER.
3. ALL CONDUIT FOR ROADWAY CROSSINGS SHALL BE FURNISHED AND INSTALLED BY THE DIRECTIONAL BORING METHOD, WITH MINIMUM CONDUIT DEPTH AS PER MNDOT 2545, AND AS DIRECTED BY THE ENGINEER. ALL NON-METALLIC CONDUIT/HDPE SHALL BE SCHEDULE 80. SEE SPECIAL PROVISIONS FOR HDPE SPECIFICATIONS.
4. THE CONTRACTOR IS RESPONSIBLE FOR CONTACTING THE POWER UTILITY COMPANIES TO ARRANGE FOR SERVICE (DISCONNECT & CONNECT) AT THE SERVICE CABINET LOCATIONS. SEE SPECIAL PROVISIONS FOR PAYMENT OF ELECTRICAL SERVICE.
5. A MEGOHM METER TEST (SPEC 2545.3K) SHALL BE DONE ON ALL CONDUCTORS PRIOR TO TURN ON AND ACCEPTANCE. (INCIDENTAL)
6. MNDOT USES SPLIT BOLT SPLICES ONLY.
7. USE ELECTRICAL INSULATION PUTTY FOR SPLICES (NO RUBBER TAPE).
8. FIRST SPLICE SHALL BE DONE IN PRESENCE OF MNDOT TRAFFIC PERSONEL.

DRAWN BY: MKR
DESIGNED BY: NSW
CHECKED BY: MJS

NO	DATE	BY	CKD	APPR	REVISION

I HEREBY CERTIFY THAT THIS PLAN WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.

SIGNATURE: _____ DATE: 9/2/2020

PRINTED NAME: NATHAN WRIEDT LIC. NO: 46305

PATH & FILENAME: O:\19Proj\190245\600 Drawings\C\Lighting\cd3116151_11.dd.01.dgn

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MINNESOTA DEPARTMENT OF TRANSPORTATION

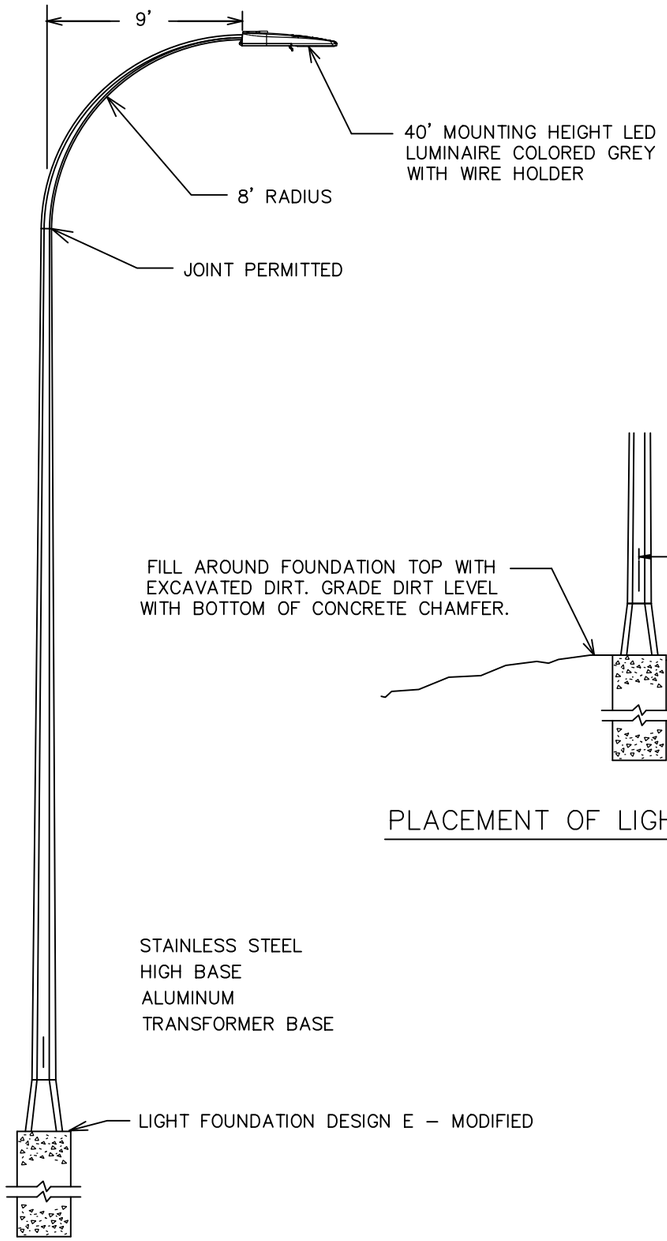
MN STATE PROJECT NO: 3116-151 (T.H. 169)

LIGHTING PLANS

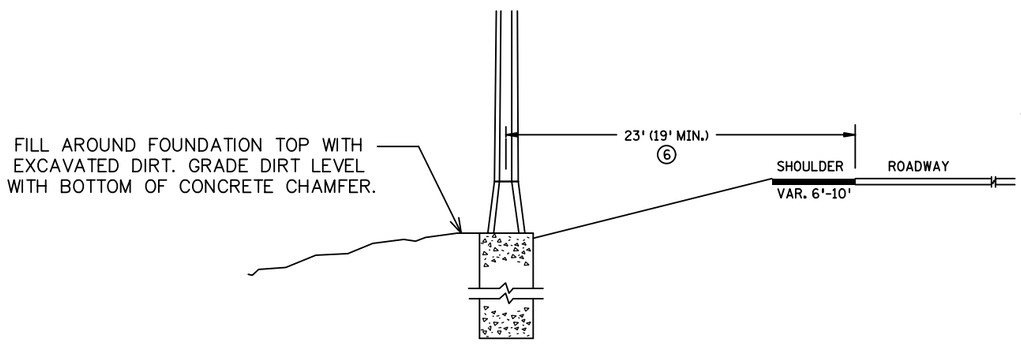
LIGHTING TABULATION & NOTES

SHEET NO. SL1 OF SL7 SHEETS

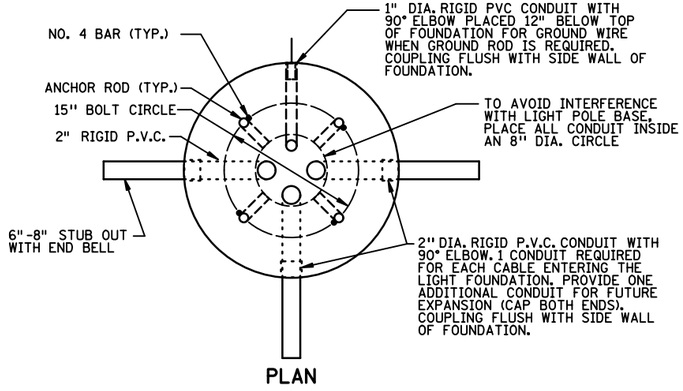
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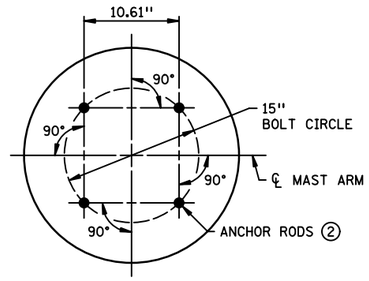
LIGHTING UNIT TYPE 9–40
(BREAKAWAY)



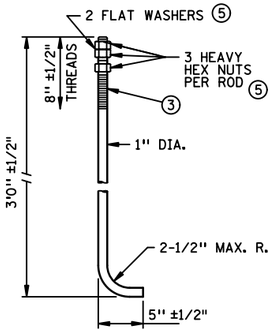
PLACEMENT OF LIGHTING UNIT TYPE 9–40



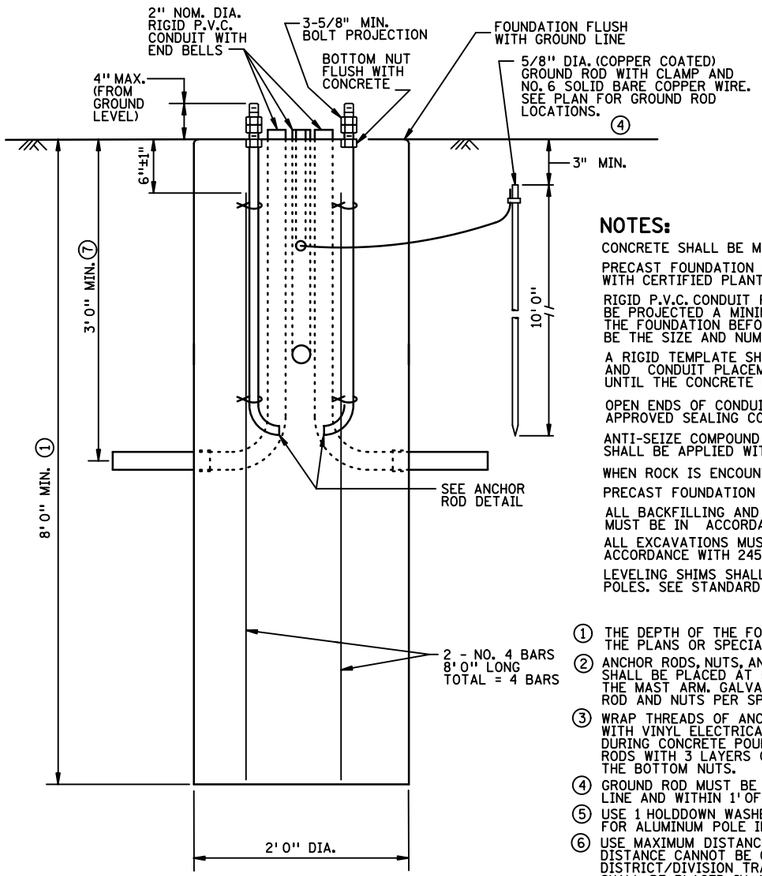
PLAN



ANCHOR ROD PLACEMENT



ANCHOR ROD DETAIL
4 REQUIRED ②



ELEVATION
PRECAST FOUNDATION

NOTES:

CONCRETE SHALL BE MIX NO. 3G52.

PRECAST FOUNDATION FACILITY MUST BE IN COMPLIANCE WITH CERTIFIED PLANT REQUIREMENT OF SPEC. 3238.

RIGID P.V.C. CONDUIT PER SPEC. 3803 WITH END BELLS SHALL BE PROJECTED A MINIMUM 1/4" TO MAXIMUM 1" ABOVE THE FOUNDATION BEFORE MORTAR IS PLACED AND SHALL BE THE SIZE AND NUMBER SHOWN IN THE PLAN.

A RIGID TEMPLATE SHALL BE PROVIDED FOR ANCHOR ROD AND CONDUIT PLACEMENT AND SHALL BE LEFT IN PLACE UNTIL THE CONCRETE HAS SET.

OPEN ENDS OF CONDUITS SHALL BE SEALED WITH AN APPROVED SEALING COMPOUND.

ANTI-SEIZE COMPOUND THAT MEETS MIL-PRF-907E SPEC. SHALL BE APPLIED WITH A BRUSH TO ALL THREADS.

WHEN ROCK IS ENCOUNTERED, SEE PLAN DETAILS.

PRECAST FOUNDATION MUST BE USED.

ALL BACKFILLING AND EXCAVATION AROUND FOUNDATION MUST BE IN ACCORDANCE WITH 2451 AND 2545.3.

ALL EXCAVATIONS MUST BE PROPERLY COMPACTED IN ACCORDANCE WITH 2451.

LEVELING SHIMS SHALL BE USED WHEN PLACING ALUMINUM POLES. SEE STANDARD PLATE 8129.

① THE DEPTH OF THE FOUNDATION MAY VARY IN THE PLANS OR SPECIAL PROVISIONS.

② ANCHOR RODS, NUTS, AND WASHERS PER SPEC. 3385, TYPE B, SHALL BE PLACED AT RIGHT ANGLES TO THE DIRECTION OF THE MAST ARM. GALVANIZE THE TOP 1 FT. OF THE ANCHOR ROD AND NUTS PER SPEC. 3392.

③ WRAP THREADS OF ANCHOR RODS ABOVE THE BOTTOM NUT WITH VINYL ELECTRICAL TAPE TO AVOID CONTAMINATION DURING CONCRETE POURING. WRAP THREADS OF ANCHOR RODS WITH 3 LAYERS OF VINYL ELECTRICAL TAPE 2" BELOW THE BOTTOM NUTS.

④ GROUND ROD MUST BE ADDED 3" TO 6" DEEP BELOW GROUND LINE AND WITHIN 1' OF FOUNDATION.

⑤ USE 1 HOLDDOWN WASHER AND 2 HEAVY HEX NUTS PER ROD FOR ALUMINUM POLE INSTALLATION.

⑥ USE MAXIMUM DISTANCE WHENEVER POSSIBLE. IF MINIMUM DISTANCE CANNOT BE OBTAINED CONTACT THE DISTRICT/DIVISION TRAFFIC ENGINEER. LIGHT FOUNDATIONS SHALL BE PLACED IN ACCORDANCE WITH 2545.3F2. DISTANCES SHALL BE MEASURED FROM THE EDGE OF DRIVING LANE OR TURN LANE.

⑦ DEPTH FROM TOP OF FOUNDATION TO CONDUIT SWEEP SHALL BE 3-FEET MINIMUM. DEPTH MODIFIED FROM STANDARD IN ORDER TO MAINTAIN 2-FEET MINIMUM COVER WITHIN STEEP INSLOPES.

LIGHT FOUNDATION DESIGN E MODIFIED

DRAWN BY: MKR	NO	DATE	BY	CKD	APPR	REVISION
DESIGNED BY: NSW						
CHECKED BY: MJS						

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I HEREBY CERTIFY THAT THIS PLAN WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.

SIGNATURE: Nathan Wriedt DATE: 9/2/2020

PRINTED NAME: NATHAN WRIEDT LIC. NO: 46305

PERFORMANCE DRIVEN DESIGN. LHBcorp.com

MINNESOTA DEPARTMENT OF TRANSPORTATION

MN STATE PROJECT NO: 3116-151 (T.H. 169)

LIGHTING PLANS
LIGHTING DETAILS

SHEET NO. SL2 OF SL7 SHEETS

PLOTTED/REVISED: 9/2/2020 8:31:34 AM

No	X	Y	LOCATION	LIGHT UNIT TYPE	PANEL CIRCUIT	NOTES
A1	604193.91	205817.29	ALICE AVE	9-40	1	(1)
A2	604299.29	205777.63	ALICE AVE	9-40	2	(1)

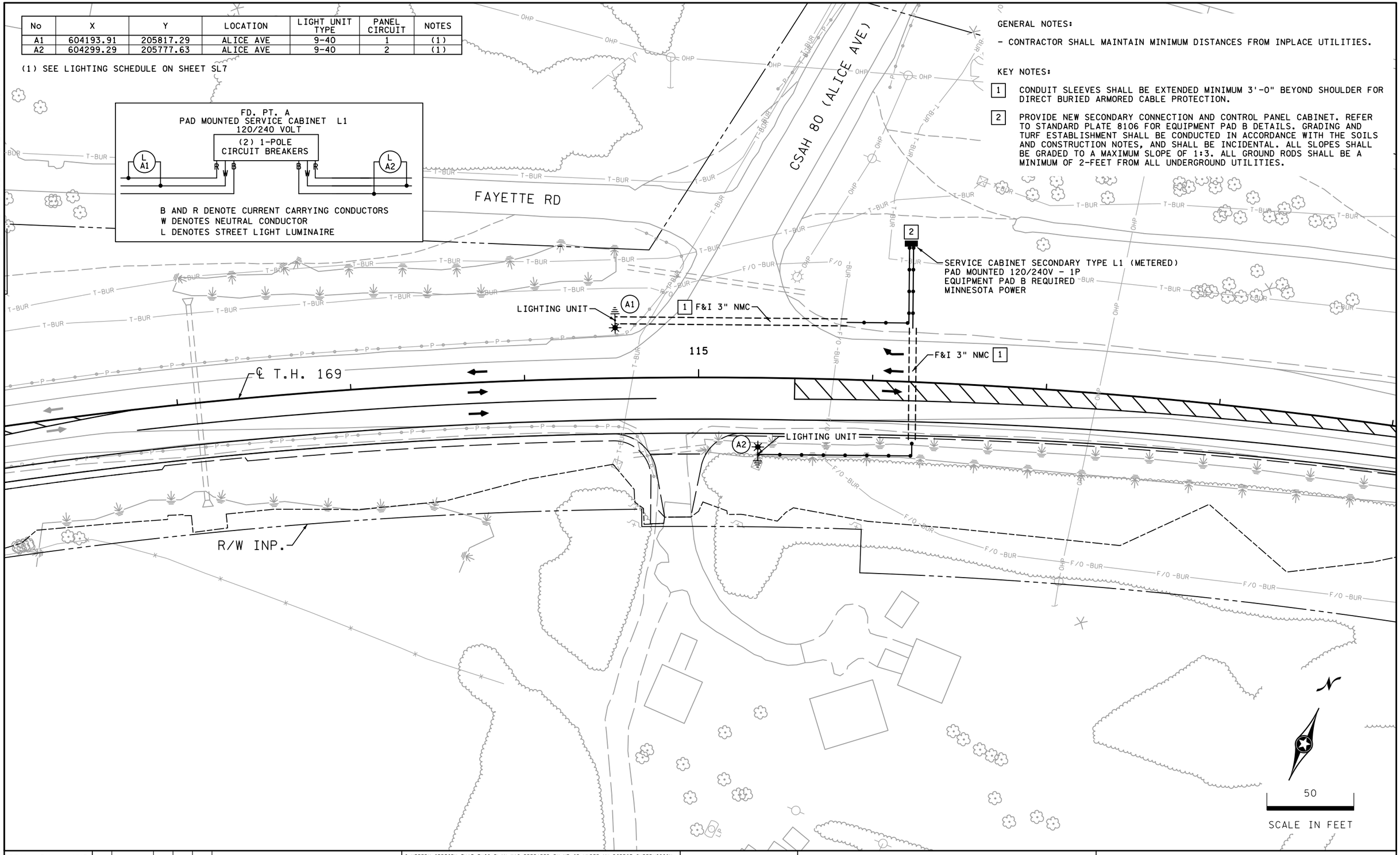
(1) SEE LIGHTING SCHEDULE ON SHEET SL7

GENERAL NOTES:

- CONTRACTOR SHALL MAINTAIN MINIMUM DISTANCES FROM INPLACE UTILITIES.

KEY NOTES:

1. CONDUIT SLEEVES SHALL BE EXTENDED MINIMUM 3'-0" BEYOND SHOULDER FOR DIRECT BURIED ARMORED CABLE PROTECTION.
2. PROVIDE NEW SECONDARY CONNECTION AND CONTROL PANEL CABINET. REFER TO STANDARD PLATE 8106 FOR EQUIPMENT PAD B DETAILS. GRADING AND TURF ESTABLISHMENT SHALL BE CONDUCTED IN ACCORDANCE WITH THE SOILS AND CONSTRUCTION NOTES, AND SHALL BE INCIDENTAL. ALL SLOPES SHALL BE GRADED TO A MAXIMUM SLOPE OF 1:3. ALL GROUND RODS SHALL BE A MINIMUM OF 2-FEET FROM ALL UNDERGROUND UTILITIES.



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SIGNATURE: Nathan Wriedt DATE: 9/2/2020

PRINTED NAME: NATHAN WRIEDT LIC. NO: 46305

LHB PERFORMANCE DRIVEN DESIGN. LHBcorp.com

MINNESOTA DEPARTMENT OF TRANSPORTATION

MN STATE PROJECT NO: 3116-151 (T.H. 169)

LIGHTING PLANS

LIGHTING SYSTEM A

SHEET NO. SL3 OF SL7 SHEETS

PLOTTED/REVISED: 9/2/2020 8:31:35 AM

No	X	Y	LOCATION	LIGHT UNIT TYPE	PANEL CIRCUIT	NOTES
B1	606184.66	206162.24	CSAH 69	9-40	1	(1)
B2	606295.99	206099.90	CSAH 69	9-40	2	(1)

(1) SEE LIGHTING SCHEDULE ON SHEET SL7

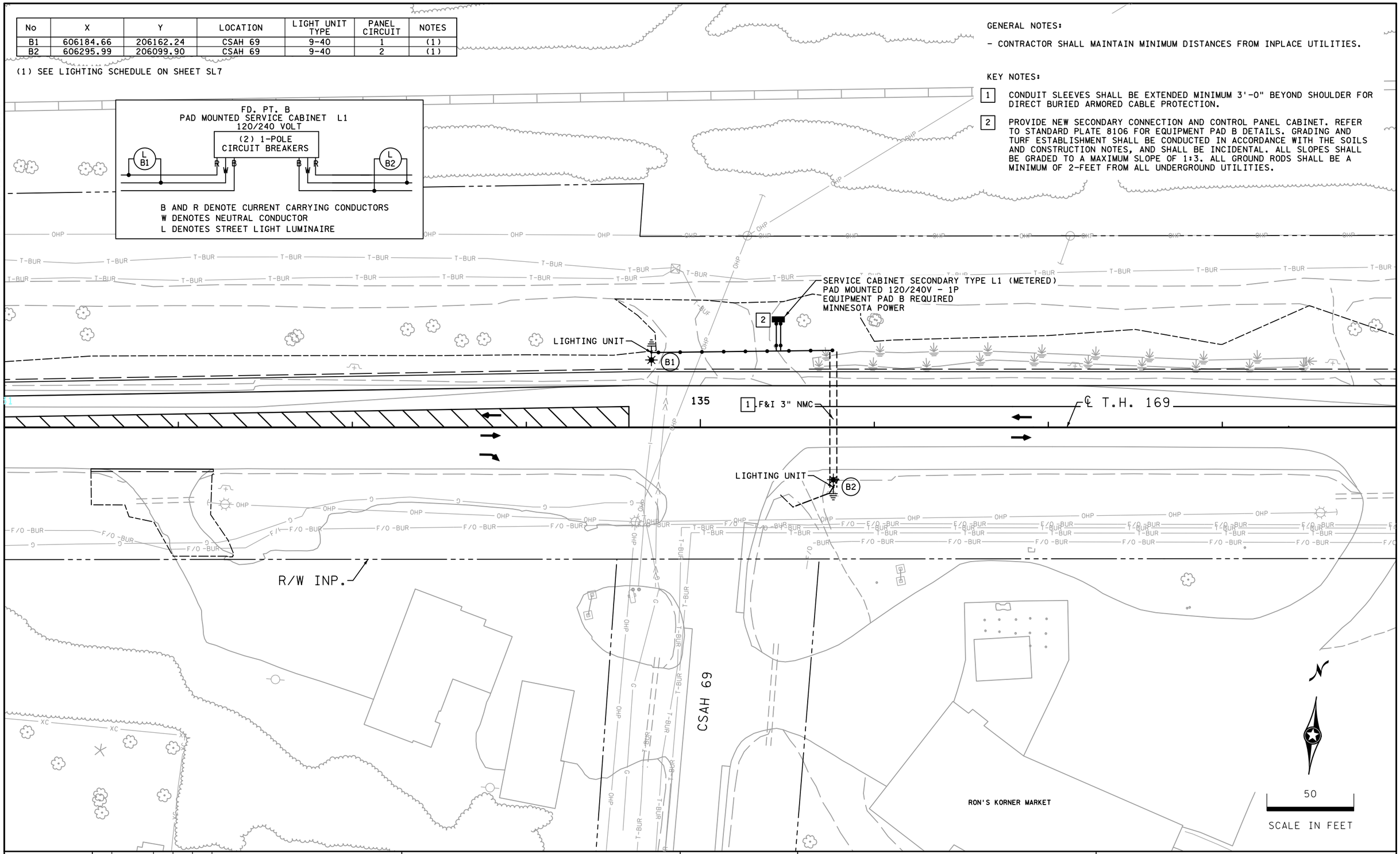
GENERAL NOTES:

- CONTRACTOR SHALL MAINTAIN MINIMUM DISTANCES FROM INPLACE UTILITIES.

KEY NOTES:

1 CONDUIT SLEEVES SHALL BE EXTENDED MINIMUM 3'-0" BEYOND SHOULDER FOR DIRECT BURIED ARMORED CABLE PROTECTION.

2 PROVIDE NEW SECONDARY CONNECTION AND CONTROL PANEL CABINET. REFER TO STANDARD PLATE 8106 FOR EQUIPMENT PAD B DETAILS. GRADING AND TURF ESTABLISHMENT SHALL BE CONDUCTED IN ACCORDANCE WITH THE SOILS AND CONSTRUCTION NOTES, AND SHALL BE INCIDENTAL. ALL SLOPES SHALL BE GRADED TO A MAXIMUM SLOPE OF 1:3. ALL GROUND RODS SHALL BE A MINIMUM OF 2-FEET FROM ALL UNDERGROUND UTILITIES.



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DESIGNED BY: NSW						
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SIGNATURE: Nathan Wriedt DATE: 9/2/2020

PRINTED NAME: NATHAN WRIEDT LIC. NO: 46305

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MINNESOTA DEPARTMENT OF TRANSPORTATION

MN STATE PROJECT NO: 3116-151 (T.H. 169)

LIGHTING PLANS
LIGHTING SYSTEM B

SHEET NO. SL4 OF SL7 SHEETS

PLOTTED/REVISED: 9/2/2020 8:31:36 AM

No	X	Y	LOCATION	LIGHT UNIT TYPE	PANEL CIRCUIT	NOTES
C1	608517.16	206538.89	ETHEL ST	9-40	1	(1)
C2	608631.82	206505.12	ETHEL ST	9-40	2	(1)

(1) SEE LIGHTING SCHEDULE ON SHEET SL7

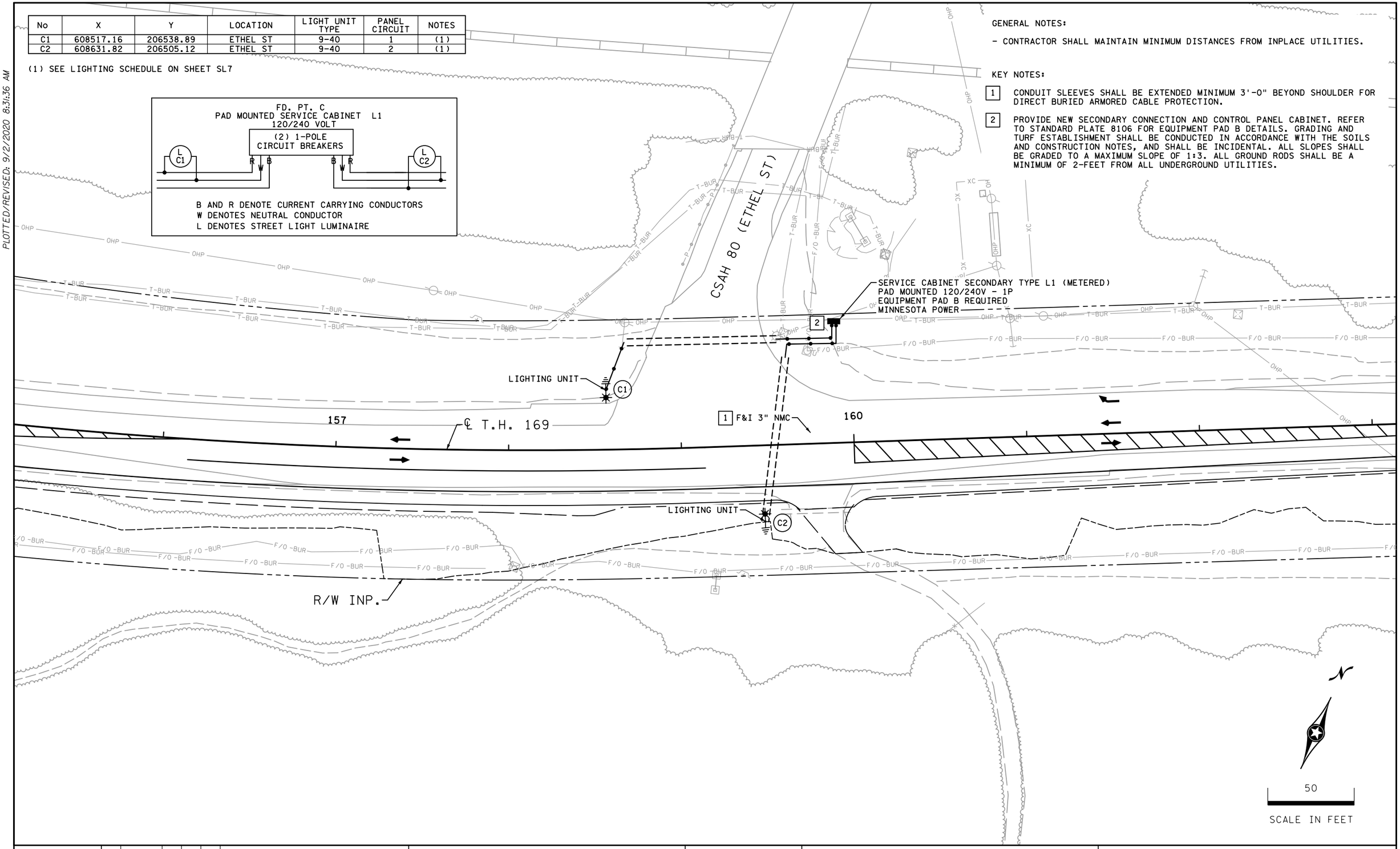
GENERAL NOTES:

- CONTRACTOR SHALL MAINTAIN MINIMUM DISTANCES FROM INPLACE UTILITIES.

KEY NOTES:

1 CONDUIT SLEEVES SHALL BE EXTENDED MINIMUM 3'-0" BEYOND SHOULDER FOR DIRECT BURIED ARMORED CABLE PROTECTION.

2 PROVIDE NEW SECONDARY CONNECTION AND CONTROL PANEL CABINET. REFER TO STANDARD PLATE 8106 FOR EQUIPMENT PAD B DETAILS. GRADING AND TURF ESTABLISHMENT SHALL BE CONDUCTED IN ACCORDANCE WITH THE SOILS AND CONSTRUCTION NOTES, AND SHALL BE INCIDENTAL. ALL SLOPES SHALL BE GRADED TO A MAXIMUM SLOPE OF 1:3. ALL GROUND RODS SHALL BE A MINIMUM OF 2-FEET FROM ALL UNDERGROUND UTILITIES.



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SIGNATURE: Nathan Wriedt DATE: 9/2/2020

PRINTED NAME: NATHAN WRIEDT LIC. NO: 46305

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MINNESOTA DEPARTMENT OF TRANSPORTATION

MN STATE PROJECT NO: 3116-151 (T.H. 169)

LIGHTING PLANS
LIGHTING SYSTEM C

SHEET NO. SL5 OF SL7 SHEETS

No	X	Y	LOCATION	LIGHT UNIT TYPE	PANEL CIRCUIT	NOTES
D1	621952.67	209896.25	CSAH 83	9-40	1	(1)
D2	622055.11	209894.84	CSAH 83	9-40	2	(1)

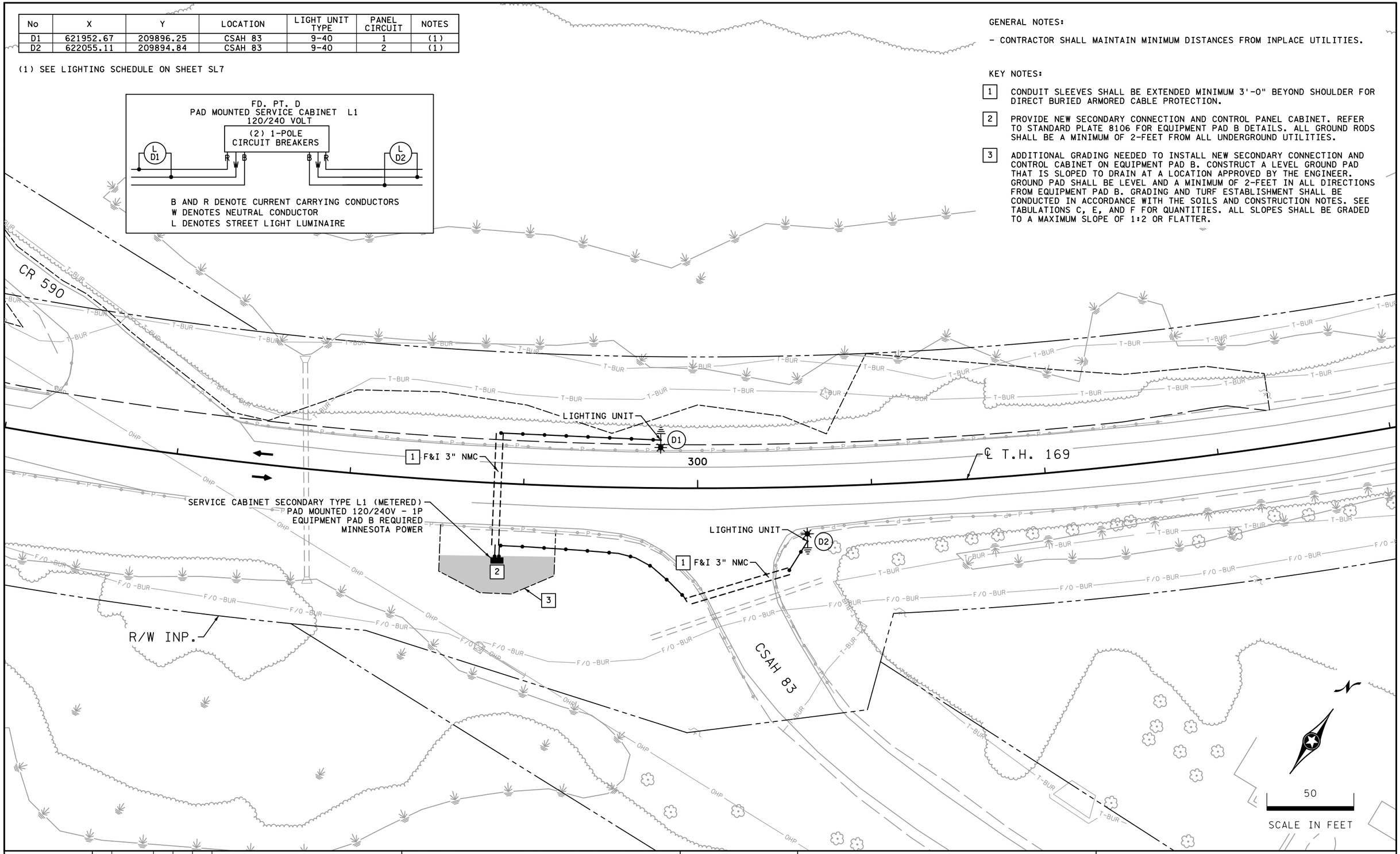
(1) SEE LIGHTING SCHEDULE ON SHEET SL7

GENERAL NOTES:

- CONTRACTOR SHALL MAINTAIN MINIMUM DISTANCES FROM INPLACE UTILITIES.

KEY NOTES:

1. CONDUIT SLEEVES SHALL BE EXTENDED MINIMUM 3'-0" BEYOND SHOULDER FOR DIRECT BURIED ARMORED CABLE PROTECTION.
2. PROVIDE NEW SECONDARY CONNECTION AND CONTROL PANEL CABINET. REFER TO STANDARD PLATE 8106 FOR EQUIPMENT PAD B DETAILS. ALL GROUND RODS SHALL BE A MINIMUM OF 2-FEET FROM ALL UNDERGROUND UTILITIES.
3. ADDITIONAL GRADING NEEDED TO INSTALL NEW SECONDARY CONNECTION AND CONTROL CABINET ON EQUIPMENT PAD B. CONSTRUCT A LEVEL GROUND PAD THAT IS SLOPED TO DRAIN AT A LOCATION APPROVED BY THE ENGINEER. GROUND PAD SHALL BE LEVEL AND A MINIMUM OF 2-FEET IN ALL DIRECTIONS FROM EQUIPMENT PAD B. GRADING AND TURF ESTABLISHMENT SHALL BE CONDUCTED IN ACCORDANCE WITH THE SOILS AND CONSTRUCTION NOTES. SEE TABULATIONS C, E, AND F FOR QUANTITIES. ALL SLOPES SHALL BE GRADED TO A MAXIMUM SLOPE OF 1:2 OR FLATTER.



PLOTTED/REVISED: 9/2/2020 8:31:37 AM

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SIGNATURE: Nathan Wriedt DATE: 9/2/2020

PRINTED NAME: NATHAN WRIEDT LIC. NO: 46305

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MINNESOTA DEPARTMENT OF TRANSPORTATION

MN STATE PROJECT NO: 3116-151 (T.H. 169)

LIGHTING PLANS
LIGHTING SYSTEM D

SHEET NO. SL6 OF SL7 SHEETS

PLOTTED/REVISED: 8/31/2020 10:50:42 AM

LUMINAIRE SCHEDULE

TYPE	POLE		LUMINAIRE					NOTES
	HEIGHT	ARM	DELIVERED LUMENS	MINIMUM COLOR TEMPERATURE	DRIVER	VOLTAGE	INPUT WATTAGE	
9-40	40'	9' DAVIT	15 932	4000k	(2)	MVOLT	133	(1)(2)(3)

(1) THE CONTRACTOR SHALL PROVIDE A LUMINAIRE LISTED ON THE MNDOT APPROVED PRODUCTS LIST.

(2) DRIVER AS RECOMMENDED BY MANUFACTURER TO PRODUCE REQUIRED LUMENS.

(3) LUMINAIRE SHALL BE A LED LUMINAIRE FOR ROADWAY USE MOUNTED AT 40-FEET WITH AN OPERATING VOLTAGE RANGE OF 120-277 VOLTS AC.

PANEL SCHEDULE (LIGHTING SYSTEM A)

PANEL:FD. PT. A LOCATIOEXTERIOR VOLTS: 240 Y/120 PH:1-PHASE W:3-WIRE
AMP MAIN BRKR:100 AMP MLO: SCCR: MIN. 10,000 AMPS MOUNT:EXTERIOR FED FROM:SEE PLANS

CIRCUIT DESCRIPTION	LOAD VA	CKT BKR	P	CIR #	P H	CIR #	P	CKT BKR	LOAD VA	CIRCUIT DESCRIPTION
NW QUANDRANT: POLE A1	133	20	1	1	A	2	1	20	133	SE QUANDRANT: POLE A2
SPACE	--	--	--	3	B	4	--	--	--	--
SPACE	--	--	--	5	A	6	--	--	--	--
SPACE	--	--	--	7	B	8	--	--	--	--
PHOTOCELL	50	15	1	9	A					

PANEL SCHEDULE (LIGHTING SYSTEM B)

PANEL:FD. PT. B LOCATIOEXTERIOR VOLTS: 240 Y/120 PH:1-PHASE W:3-WIRE
AMP MAIN BRKR:100 AMP MLO: SCCR: MIN. 10,000 AMPS MOUNT:EXTERIOR FED FROM:SEE PLANS

CIRCUIT DESCRIPTION	LOAD VA	CKT BKR	P	CIR #	P H	CIR #	P	CKT BKR	LOAD VA	CIRCUIT DESCRIPTION
NW QUANDRANT: POLE B1	133	20	1	1	A	2	1	20	133	SE QUANDRANT: POLE B2
SPACE	--	--	--	3	B	4	--	--	--	--
SPACE	--	--	--	5	A	6	--	--	--	--
SPACE	--	--	--	7	B	8	--	--	--	--
PHOTOCELL	50	15	1	9	A					

PANEL SCHEDULE (LIGHTING SYSTEM C)

PANEL:FD. PT. C LOCATIOEXTERIOR VOLTS: 240 Y/120 PH:1-PHASE W:3-WIRE
AMP MAIN BRKR:100 AMP MLO: SCCR: MIN. 10,000 AMPS MOUNT:EXTERIOR FED FROM:SEE PLANS

CIRCUIT DESCRIPTION	LOAD VA	CKT BKR	P	CIR #	P H	CIR #	P	CKT BKR	LOAD VA	CIRCUIT DESCRIPTION
NW QUANDRANT: POLE C1	133	20	1	1	A	2	1	20	133	SE QUANDRANT: POLE C2
SPACE	--	--	--	3	B	4	--	--	--	--
SPACE	--	--	--	5	A	6	--	--	--	--
SPACE	--	--	--	7	B	8	--	--	--	--
PHOTOCELL	50	15	1	9	A					

PANEL SCHEDULE (LIGHTING SYSTEM D)

PANEL:FD. PT. D LOCATIOEXTERIOR VOLTS: 240 Y/120 PH:1-PHASE W:3-WIRE
AMP MAIN BRKR:100 AMP MLO: SCCR: MIN. 10,000 AMPS MOUNT:EXTERIOR FED FROM:SEE PLANS

CIRCUIT DESCRIPTION	LOAD VA	CKT BKR	P	CIR #	P H	CIR #	P	CKT BKR	LOAD VA	CIRCUIT DESCRIPTION
NW QUANDRANT: POLE D1	133	20	1	1	A	2	1	20	133	SE QUANDRANT: POLE D2
SPACE	--	--	--	3	B	4	--	--	--	--
SPACE	--	--	--	5	A	6	--	--	--	--
SPACE	--	--	--	7	B	8	--	--	--	--
PHOTOCELL	50	15	1	9	A					

DRAWN BY: MKR
DESIGNED BY: NSW
CHECKED BY: MJS

NO	DATE	BY	CKD	APPR	REVISION

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I HEREBY CERTIFY THAT THIS PLAN WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.

SIGNATURE: Nathan Wriedt DATE: 9/2/2020

PRINTED NAME: NATHAN WRIEDT LIC. NO: 46305

LHB PERFORMANCE DRIVEN DESIGN. LHBcorp.com

MINNESOTA DEPARTMENT OF TRANSPORTATION

MN STATE PROJECT NO: 3116-151 (T.H. 169)

LIGHTING PLANS
LUMINAIRE AND PANEL SCHEDULE

SHEET NO. SL7 OF SL7 SHEETS

ITASCA COUNTY
BOARD OF COMMISSIONERS
Itasca County Courthouse
123 NE 4th Street
Grand Rapids, MN 55744

Tuesday, March 2, 2021

REQUEST FOR BOARD ACTION: RBA-2021-1360

DEPARTMENT: Transportation
PRESENTER: Rachel Metelak

TIME REQUESTED: < 5 Minutes

AGENDA ITEM:
Bridge Design Consultant Services - CSAH 70

BOARD ACTION REQUESTED:
Authorize the County Engineer to enter into a professional technical service contract with WSN to provide bridge design services for culvert/bridge replacements, on CSAH 70 over Trout Creek and the Swan River, and authorize the County Engineer to execute the contract documents.

BACKGROUND:
The bridges on CSAH 70 over Trout Creek and the Swan River are deficient and will be replaced as part of our planned 2022 road construction project. It is necessary to contract design services to replace the bridges. We have requested a proposal from WSN for the design services and they have responded with a proposal that is acceptable from the Transportation Department's perspective, see attached. WSN has provided design service in the past and it is recommended that they be used for these projects.

This is the standard Professional Technical Contract that the department uses and has been through Attorney review in the past.

COUNTY ATTORNEY REVIEW: NA

SUPPORTING DOCUMENTATION:
1. Professional Technical Contract - CSAH 70 Bridges - UNSIGNED

03/02/2021

RESULT:	**RECOMMENDED FOR CONSENT**	**NEXT: 03/09/2021 2:30 PM**

ITASCA COUNTY
PROFESSIONAL TECHNICAL (no county employees) SERVICES

This Contract is between Itasca County and Widseth Smith Nolting & Associates, INC, 610 Fillmore Street PO Box 1028, Alexandria, MN 56308-1028.

WHEREAS, the County Board of Commissioners is empowered to engage such assistance as deemed necessary, and

WHEREAS, County does not have available necessary and qualified personnel to conduct the services as describe herein, and

WHEREAS, CONSULTANT represents that it is duly qualified and agrees to perform all services in this Contract.

NOW, THEREFORE it is agreed that CONSULTANT, who is not a County employee, will perform the work under this Contract, including the Special and General Contracts and Exhibits A and B or any other conditions which are hereby attached and incorporated.

Effective Date: March 9, 2021 or the date that all required signatures are obtained by County whichever is later.

Expiration Date: December 31, 2022.

IN WITNESS WHEREOF, the parties have executed this contract intending to be bound.

CONSULTANT

By:_____
WSN, Inc.

By:_____
WSN, Inc.

ITASCA COUNTY

By:_____
Itasca County
Karin Grandia
County Engineer

Consultant's Signature Acknowledgement

This instrument was acknowledged before me this ____day of _____

by_____the _____ and
(name) (title)
by_____the _____ and
(name) (title)

of WSN, Inc.

_____
Notary Public

SPECIAL CONDITIONS

INTRODUCTION

The services to be provided under this Agreement are for design services to Itasca County in connection with two bridge replacements and associated roadway design. Both bridges are on CSAH 70, bridge number 7109 over the Swan River and bridge number 7110 over Trout Creek.

ARTICLE 1 TERM OF AGREEMENT:

A.	Effective Date:	March 9, 2021 or the date that all required signatures are obtained by the County, whichever is later.
B.	Work Completion Date:	December 1, 2021
C.	Expiration Date:	December 31, 2022

ARTICLE 2 SCOPE OF WORK:

A. SURVEY

a. The Consultant shall perform the required field survey work to locate the structure on the existing alignment and will assume responsibility for obtaining the information necessary to complete the bridge survey sheets in accord with Section 5-892.271 of the Minnesota Department of Transportation State-Aid Manual.
b. All existing utilities shall be located to a quality level B as defined and in accordance with MN Statutes Section 216D.01, subdivision 12.
c. Survey work includes the following:
    i. Proposed centerline alignment and elevations.
    ii. Roadway cross sections at least every 50 feet.
    iii. Collect information and measure existing topography, underground and overhead utilities and any other features affecting the project, including property fences, buildings, driveways, trees, etc.
    iv. The Consultant shall tie the survey into U.S.G.S. sea level datum and to monumentation sufficient to develop legal descriptions to obtain highway easements.

B. HYDRAULICS

a. The Consultant shall prepare a waterway study for the stream crossing. The study shall contain data normally required by State and Federal agencies, including a risk assessment (not a risk analysis) and a scour analysis. The analysis shall be prepared using HECRAS, WSPRO, or HY-8 computer software programs.

C. PRELIMINARY DESIGN

a. The Consultant shall prepare and submit to the County preliminary cost estimates for up to three types of bridge structures suggested by the County prior to any preliminary design work.
b. Following the selection by the County of one of the preliminary suggested types of structures, the Consultant shall prepare and submit to the County one preliminary design for the selected structure, including general features, dimensions, and basic design requirements. The design shall contain sufficient detail to be used in required reports and applications for permits required of the County.
c. The Consultant shall, at the request of the County, provide a representative to attend reviews, hearings, meetings, and other presentations scheduled during the design phase of the Project.

D. REPORTS

a. The Consultant shall prepare an Asbestos and Regulated Waste Assessment of the existing bridge.
b. If required by the County, the Consultant shall prepare a Design Exception Request. Copies of the Request and its disposition shall be filed with the County.

E. PERMITS

a. If required, the County shall apply for a permit from the Minnesota Department of Natural Resources. The County shall perform the wetland delineation and the Consultant shall add that information to the project base map and send an AutoCAD drawing back to the County for completing the permit.
b. The County shall apply and obtain necessary wetland and protected water permits with the assistance of the Consultant. The County shall obtain drawings with the wetland limits, cross sections, and total acres of disturbance from the Engineer. This information is needed for the permit application through the "Joint Notification Form" used by the SWCD, DNR and the Corp of Engineers.
c. The Consultant shall perform utility investigation and coordination necessary for preliminary and final design.

G. SOILS

a. The Consultant shall recommend and retain, subject to the approval of the County, a competent Soils Engineering firm to obtain test borings and determine the foundation conditions at the site of the proposed structure. The cost of the subsurface soils testing shall be invoiced directly to the County by the Soils Engineering firm.
b. The County will require insurance and proof of insurance from the Soils Engineering firm including Workers Compensation insurance, liability insurance and motor vehicle coverage.

H. BRIDGE PLANS

a. The Consultant will prepare and submit to the County one preliminary bridge plan, which shall include general features, dimensions, and basic design requirements for the proposed structure. The preliminary plan shall be prepared in accordance with State-Aid 5-892.200, and shall also conform to the State Aid and Federal Highway Administration Standards that are in effect on the date the preliminary plans are submitted to the Minnesota Department of Transportation by the County or the Consultant.
b. When directed by the County the Consultant shall prepare an engineering design for the selected structure. The structural design shall conform to the current American Association of State Highway and Transportation Officials Design Specifications and shall also conform to the State Aid and Federal Highway Administration Standards that are in effect on the date the preliminary plans are approved by the Minnesota Department of Transportation.
c. The Consultant shall prepare one final detail bridge plan on the best-grade reproducible material in ink, drawing to conventional scales on 11" x 17" sheets with inside borderlines and a ¾" margin between the borderline and the left-hand side of the sheet. The plan sheet shall be prepared in accordance with Minnesota Department of Transportation, Mn/DOT, Bridge Design Specifications. Construction requirements of the Minnesota Department of Transportation's Standard Specifications for Construction 2016 edition shall be incorporated into the plans.
d. The Consultant shall prepare a complete construction cost analysis for the proposed structure for use by the County in preparing a bid proposal. The Consultant shall also prepare special bid specifications outlining any special requirements regarding construction of the structure that are not covered by the plan or in the Minnesota Department of Transportation Standard Specifications for Construction.
e. The Consultant shall present the final design to the State-Aid Engineer.
f. The Consultant shall complete and submit to the County stream bed scour calculations and show data on appropriate plan sheet.
g. The Consultant shall prepare the load rating sheet as required by the Minnesota Department of Transportation and submit the report to the County.
h. The Consultant will assist with the letting of bids including preparation of an abstract of the bids which shall be submitted to the County.
i. The Consultant shall provide to Itasca County a copy of the final design in computer drawing format. These drawings shall be the property of Itasca County.

I. ROADWAY DESIGN AND PLAN PREPARATION

a. The Consultant shall assemble all existing survey data and incorporate such data into the preparation of the Roadway Design.
b. The Consultant shall prepare layouts showing the geometric design of the roadway and this plan will show

plan and profile, specific design features in terms of horizontal and vertical alignment, typical section, width, access control, right-of-way, plotting of finished cross-sections, quantities, special provisions, and other factors relating to geometric design.

c. It is the intent of this agreement that the Roadway Plans shall embody the design standards in use by the Minnesota Department of Transportation at the time the design work for the plans is being performed.

ARTICLE 3 ITEMS PROVIDED AND/OR COMPLETED BY COUNTY:

A. The following will be provided and/or completed by COUNTY
   1. Property owner information
   2. Easements as required to construct the project
   3. Wetland Delineation
   4. Obtain Necessary Permits

ARTICLE 4 DELIVERABLES BY CONSULTANT:

A. COUNTY'S Authorized Agent has the authority to update and adjust all project schedules when necessary.

ARTICLE 5 CONSIDERATION OF PAYMENT:

A. Consideration of all services performed and goods or materials supplied by CONSULTANT will be paid by COUNTY on an Hourly, Not to Exceed dollar amount as specified in contract.

B. CONSULTANT shall provide invoices on a monthly basis.

ARTICLE 6 TERMS OF PAYMENT:

A. CONSULTANT will use the COUNTY approved "Invoice" when submitting invoices on a monthly basis.

B. Retainage: Payments to CONSULTANT will be made based on invoices submitted monthly.

C. CONSULTANT will submit to COUNTY a monthly progress report with the invoice summarizing work complete to date.

D. Definition of "hourly not to exceed": CONSULTANT shall be paid for every hour that employees of the CONSULTANT are actually performing work in the project. The hourly rates for all employees are provided by the CONSULTANT in Attachment 1A. CONSULTANT shall be reimbursed for actual expenses incurred for materials, approved travel expenses, equipment rental, permits, licenses, etc. The entire above are subject to the "not to exceed" amount in the Contract.

E. HOURLY RATE: Compensation in full for the work described in paragraphs listed below as "Hourly Rate" shall be on an hourly rate basis which includes the CONSULTANT'S overhead, and in addition, the CONSULTANT'S expenses directly related to the agreement will be compensated. The Hourly Rate Schedule 1A is attached to and made a part of this agreement.

ARTICLE 7 AGREEMENT PERSONNEL:

A. CONSULTANT'S key personnel, as defined in Article 17 of the General Conditions:

1. Name: Kent Rohr, P.E.
   Title: Project Manager
   Address: 610 Fillmore Street, PO Box 1028
   Alexandria, MN 56308

   Phone: 320-762-8149

ARTICLE 8 COUNTY'S AUTHORIZED AGENT AND PROJECT MANAGER:

A. COUNTY'S Authorized Agent, or his/her successor, will be:

Name: Karin Grandia, PE
Title: Itasca County Engineer
Address: 123 4th Street NE, Grand Rapids, MN 55744
Phone: 218-327-7389

COUNTY'S Authorized Agent will have final authority to accept or reject CONSULTANT'S services and/or goods. If such services and/or goods are acceptable and satisfactory, CONSULTANT'S Authorized Agent will certify each invoice submitted by CONSULTANT.

B. COUNTY'S Project Manager, or his/her successor, for this Agreement will be:

Name: Rachel Metelak, PE
Title: Transportation Engineer
Address: 123 4th Street NE, Grand Rapids, MN 55744
Phone: 218-327-0685

COUNTY'S Project Manager will sign progress reports, review billing statements, make recommendations to the COUNTY'S Authorized Agent for acceptance or rejection of CONSULTANT'S goods or services and make recommendations to the CONSULTANT'S Authorized Agent for certifications for payment of each invoice submitted by CONSULTANT.

ARTICLE 9 MODIFICATIONS OF THE GENERAL CONDITIONS:

None.

ARTICLE 10 ADDITIONAL PROVISIONS:

A. Arbitration. Any dispute or disagreement between the parties arising out of or related to this Agreement shall be in the District Court Ninth Judicial District of the State of Minnesota and resolved by arbitration in Itasca County, Minnesota, USA, under the rules in effect of the American Arbitration Association. Judgment upon award may be entered in any court of competent jurisdiction.

Exhibit A

HOURLY RATE SCHEDULE

Please see attached Cost Breakdown for estimated time and hourly rates.

" Exhibit A"

WIDSETH

Alexandria
610 Fillmore Street
Alexandria MN 56308
320.762.8149
Alexandria@Widseth.com
Widseth.com

CONFIRMATION OF REQUEST FOR ENGINEERING SERVICES

CLIENT: Itasca County Hwy Department

LOCATION: Grand Rapids, Minnesota

SERVICE REQUESTED BY: Rachel Metelak, PE

DATE: February 10, 2021

PROJECT: Replacement of Itasca County Bridge 7109

DESCRIPTION OF WORK INVOLVED: Prepare bridge replacement plans and supporting documents as outlined in the attached Work Plan/Cost estimate for replacement of Itasca County Bridge 7109 on CSAH 70 over Swan River. Preliminary and Final Plans will be submitted to State Aid Bridge and District State Aid for review and comments. Span bridge and box culvert options will be investigated.

ESTIMATED ENGINEERING COSTS:
Bridge Replacement Plans

WSN LABOR & EXPENSES
$47,649.00 (Not to exceed)

See attached Work Plan/Cost Estimate for breakdown of costs.

TIME SCHEDULE FOR SERVICES: Complete by December 1, 2021 unless requested earlier by County.

BILLING METHOD:
(X) Hourly
( ) Percentage
( ) Lump Sum
( ) Other

BILLING SCHEDULE:
(X) Monthly
( ) Phased
( ) Upon Completion

REMARKS: Billing to be on an hourly plus expenses basis per attached Fee Schedule and General Provisions. WSN will not exceed stated cost without additional authorization from client.

WIDSETH SMITH NOLTING agrees to perform the described work as set forth above. The **CLIENT** agrees to make payment for work performed within thirty (30) days after receipt of billing.

SUBMITTED:

WIDSETH SMITH NOLTING

BY: _____
Kent A. Rohr, Vice President

APPROVED:

BY: _____

DATE: _____

Widseth Smith Nolting: Work Plan/Cost Estimate for Itasca County Br 7109 Replacement

Cost based on replacement structure being single or multiple span bridge

10-Feb-21

WORK TASK NO. AND SUBTASK	ELEMENT OF WORK	Project Engineer Engineer IV $175.00	Project Engineer/ Land Surveyor Engineer III $165.00	Project Engineer Engineer II $140.00	Design Engineer Engineer I $115.00	Engineering Technician Technician IV $130.00	Engineering Technician Technician III $115.00	Engineering Technician Technician II $96.00	Engineering Technician Technician I $76.00	Administrative Assistant $73.00	Expenses	Total Item Cost
A	Design Services											
1	Site Topo and Hydraulic Survey		2				14	14			150	$3,434.00
2	Develop Bridge Survey Sheet						6					$690.00
3	Hydraulic analysis, risk assessment, bridge size and report	4		20								$3,500.00
4	Scoping of Alternate Designs, structure type and alignment options	4				4						$1,220.00
5	Utility Coordination			4								$560.00
6	Wetland review with County		4									$660.00
7	Coordinate Geotech Report		1									$165.00
8	Asbestos and Regulated Waste Report	1	8								75	$1,570.00
9	Prepare Preliminary Bridge Plans	4		10			32					$5,780.00
10	Coordination with Permitting Agencies			12								$1,680.00
11	Prepare Preliminary Approach Plans	4					32					$4,380.00
12	Final Bridge and Approach Plans including QA/QC review	12	20	24		20	80					$20,560.00
13	Detour Plan		2			6						$1,110.00
14	Submit Final Plans, SP, Estimate and Rating forms	4		8		4						$2,340.00
	TOTAL HOURS	33	37	78	0	34	164	14	0	0		360
	TOTAL COST	$5,775.00	$6,105.00	$10,920.00	$0.00	$4,420.00	$18,860.00	$1,344.00	$0.00	$0.00	$ 225.00	$47,649.00

Final Bridge Package includes Signed Plans, SB Specifications, Engineers Estimate, Checklists, Material Testing Forms and Bridge Rating

AutoCAD staking information will be provided to the County.

Geotechnical Work will be coordinated by Widseth and billed directly to the County

Permits do not include Wetland Delineation and Report, cost for WSN to provide this service is $2,250.00

Approach grading costs based on 300'-500' of grading on each side of the bridge

WIDSETH

2021 FEE SCHEDULE

CLASSIFICATION	RATE
Engineer/Architect/Surveyor/Scientist/Wetland Specialist/Geographer	
Level I	$115 / Hour
Level II	$140 / Hour
Level III	$165 / Hour
Level IV	$175 / Hour
Level V	$190 / Hour
Technician	
Level I	$ 76 / Hour
Level II	$ 96 / Hour
Level III	$115 / Hour
Level IV	$130 / Hour
Level V	$145 / Hour
Computer Systems Specialist	$175 / Hour
Senior Funding Specialist	$130 / Hour
Marketing Specialist	$120 / Hour
Funding Specialist	$100 / Hour
Administrative Assistant	$ 73 / Hour

OTHER EXPENSES	
Mileage (Federal Standard Rate) *subject to IRS Guidelines*	Cost
Meals/Lodging	Cost
Stakes & Expendable Materials	$40 / Day
Waste Water Sampler	$60 / Day
ISCO Flow Recorder	$80 / Day
Photoionization Detection Meter	$50 / Day
Explosimeter	$35 / Day
Product Recovery Equipment	$75 / Hour
Survey-Grade GPS (Global Positioning System)	$150 / Day
Mapping GPS (Global Positioning System)	$35 / Hour
Soil Drilling Rig	$75 / Day
Groundwater Sampling Equipment	Cost Plus 10%
Subcontractors	

REPRODUCTION COSTS	
Black & White Copies: 8-½" x 11"	$0.10 Each
Black & White Copies: 11" x 17"	$0.50 Each
Black & White Copies: 24" x 36"	$3 Each
Color Copies: 8-½" x 11"	$2 Each
Color Copies: 11" x 17"	$4 Each
Color Copies: 24" x 36"	$12 Each
Color Plots: 42" x 48"	$22 Each

These rates are effective for only the year indicated and are subject to yearly adjustments which reflect equitable changes in the various components.

WiDSETH

Alexandria
610 Fillmore Street
Alexandria MN 56308
320.762.8149
Alexandria@Widseth.com
Widseth.com

CONFIRMATION OF REQUEST FOR ENGINEERING SERVICES

CLIENT: Itasca County Hwy Department

LOCATION: Grand Rapids, Minnesota

SERVICE REQUESTED BY: Rachel Metelak, PE

DATE: February 10, 2021

PROJECT: Replacement of Itasca County Bridge 7110

DESCRIPTION OF WORK INVOLVED: Prepare bridge replacement plans and supporting documents as outlined in the attached Work Plan/Cost estimate for replacement of Itasca County Bridge 7110 on CSAH 70 over Trout Creek. Preliminary and Final Plans will be submitted to State Aid Bridge and District State Aid for review and comments. Span bridge and culvert options will be investigated. If steel culverts work for the hydraulics and soil conditions, we will review with the DNR to determine if it will be permitted.

ESTIMATED ENGINEERING COSTS:
Bridge Replacement Plans

WSN LABOR & EXPENSES
$47,649.00 (Not to exceed)

See attached Work Plan/Cost Estimate for breakdown of costs. Cost will be reduced by about $10,000 if a culvert option is used.

TIME SCHEDULE FOR SERVICES: Complete by December 1, 2021 unless requested earlier by County.

BILLING METHOD:
(X) Hourly
( ) Percentage
( ) Lump Sum
( ) Other

BILLING SCHEDULE:
(X) Monthly
( ) Phased
( ) Upon Completion

REMARKS: Billing to be on an hourly plus expenses basis per attached Fee Schedule and General Provisions. WSN will not exceed stated cost without additional authorization from client.

WIDSETH SMITH NOLTING agrees to perform the described work as set forth above. The **CLIENT** agrees to make payment for work performed within thirty (30) days after receipt of billing.

SUBMITTED:

WIDSETH SMITH NOLTING

BY: _____
Kent A. Rohr, Vice President

APPROVED:

BY: _____

DATE: _____

Widseth Smith Nolting: Work Plan/Cost Estimate for Itasca County Br 7110 Replacement

Cost based on replacement structure being single or multiple span bridge

10-Feb-21

WORK TASK NO. AND SUBTASK	ELEMENT OF WORK	Project Engineer Engineer IV $175.00	Project Engineer/ Land Surveyor Engineer III $165.00	Project Engineer Engineer II $140.00	Design Engineer Engineer I $115.00	Engineering Technician Technician IV $130.00	Engineering Technician Technician III $115.00	Engineering Technician Technician II $96.00	Engineering Technician Technician I $76.00	Administrative Assistant $73.00	Expenses	Total Item Cost
A	Design Services											
1	Site Topo and Hydraulic Survey		2				14	14			150	$3,434.00
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	TOTAL HOURS	33	37	78	0	34	164	14	0	0		360
	TOTAL COST	$5,775.00	$6,105.00	$10,920.00	$0.00	$4,420.00	$18,860.00	$1,344.00	$0.00	$0.00	$ 225.00	$47,649.00

Final Bridge Package includes Signed Plans, SB Specifications, Engineers Estimate, Checklists, Material Testing Forms and Bridge Rating

AutoCAD staking information will be provided to the County.

Geotechnical Work will be coordinated by Wiseth with cost billed directly to the County

Permits do not include Wetland Delineation and Report, cost for WSN to provide this service is $2,250.00

Approach grading costs based on 300'-500' of grading on each side of the bridge

WIDSETH

2021 FEE SCHEDULE

CLASSIFICATION	RATE
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OTHER EXPENSES	
Mileage (Federal Standard Rate) *subject to IRS Guidelines*	Cost
Meals/Lodging	Cost
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Waste Water Sampler	$60 / Day
ISCO Flow Recorder	$80 / Day
Photoionization Detection Meter	$50 / Day
Explosimeter	$35 / Day
Product Recovery Equipment	$75 / Hour
Survey-Grade GPS (Global Positioning System)	$150 / Day
Mapping GPS (Global Positioning System)	$35 / Hour
Soil Drilling Rig	$75 / Day
Groundwater Sampling Equipment	Cost Plus 10%
Subcontractors	

REPRODUCTION COSTS	
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Color Copies: 24" x 36"	$12 Each
Color Plots: 42" x 48"	$22 Each

These rates are effective for only the year indicated and are subject to yearly adjustments which reflect equitable changes in the various components.

GENERAL CONDITIONS

ARTICLE 11 TERMS OF AGREEMENT

A. This Agreement will be effective upon the date set in the Special Conditions, or upon execution and approval by the appropriate COUNTY officials, and the appropriate CONSULTANT officials, which ever event occurs later. This Agreement will remain in effect until the Expiration Date set in the Special Conditions, or until all obligations set forth in this Agreement have been fulfilled to the satisfaction of COUNTY, whichever event occurs first.

B. For delays encountered that are beyond CONSULTANT'S control, and upon written request from CONSULTANT, COUNTY'S Authorized Agent may extend the Work Completion Date, as set forth in the Special Conditions of this Agreement. The length of such time extension will be determined by COUNTY'S Authorized Agent and will not exceed the Expiration Date of the Agreement.

C. It will be CONSULTANT'S responsibility to notify COUNTY'S Project Manager and COUNTY'S Authorized Agent, in writing, if the project will not be completed as scheduled. COUNTY'S Project Manager will have the authority to adjust the schedule, in writing, within the terms of the Agreement.

ARTICLE 12 GOVERNING LAW

This agreement will be interpreted pursuant to Minnesota Law. Any citation to federal or state law incorporates the language of that law into this Agreement as if fully set forth herein.

ARTICLE 13 TERMS OF GENERAL CONDITION

A. Any and all provisions of these General Conditions will remain in force unless they are specifically and deliberately canceled or modified, in writing, by the Special Conditions of This Agreement.

B. To the extent of any inconsistencies between the Special Conditions and these General Conditions, the Special Conditions will control. Minnesota Law supersedes any of the Special Conditions or General Conditions set forth in this Agreement.

ARTICLE 14 TERMS OF PAYMENT

A. Subject to the provisions of the Special and General conditions, all services performed and/or goods satisfactorily supplied by CONSULTANT pursuant to this Agreement will be paid by COUNTY. Compensation will be in accordance with the Special Conditions, ARTICLE 5, Consideration of Payment.

B. If it appears at any time that CONSULTANT will exceed the Total Agreement Amount stated in the Special Conditions of this Agreement, CONSULTANT must notify COUNTY'S Authorized Agent in writing in a timely manner. CONSULTANT will not be compensated for work performed in excess of the Total Agreement Amount without a written, and fully executed, amendment to the Agreement. Any work performed beyond that which is provided for in this Agreement without a prior written amendment signed by COUNTY, will be deemed voluntary and CONSULTANT will not be entitled to compensation for the extra work.

C. If CONSULTANT claims any instructions, latent conditions, or conditions exist that cause extra cost under this Agreement, CONSULTANT must make claim for any extra cost incurred in writing 10 days after such instruction or observance of conditions. Latent conditions are conditions not anticipated by the Special Conditions of this Agreement. Any claim made after this time will be refused and no claim will be valid

unless so made. Any work performed under an amendment to this Agreement that has not been properly approved and executed by the parties, will be performed at CONSULTANT'S own risk. COUNTY'S Authorized Agent will have the sole authority to determine whether any claimed extra costs are reasonable under the circumstances and whether COUNTY will approve the extra costs.

D. COUNTY will not pay overtime rates for any overtime work or services performed by CONSULTANT or subcontractor unless COUNTY'S Authorized Agent has specifically requested CONSULTANT to do so in writing. When specifically authorized by COUNTY'S Authorized Agent, overtime premium pay will be reimbursed as a direct cost for the overtime portion of the hourly rate and is not eligible for overhead costs or profit.

E. Reimbursement for travel and subsistence expenses actually and necessarily incurred by CONSULTANT as a result of performance of this Agreement must not exceed the amount defined in the Special Conditions. CONSULTANT will be reimbursed for travel and subsistence expenses in the same manner and in no greater amount than provided in the current "Mn/DOT Travel Regulations". CONSULTANT will not be reimbursed for travel and subsistence expenses incurred outside STATE of Minnesota unless it has received prior written approval from COUNTY for such out of state travel. State of Minnesota will be considered the home base for determining whether travel is "out of state".

F. The final payment due CONSULTANT will be based on actual acceptable costs as determined by an audit conducted by COUNTY. The audit will be conducted using the Cost Principles and Procedures set forth in the Federal Acquisition Regulations, 48 C.F.R. #31, or as modified by COUNTY policies and procedures. Based upon final audit, the final payment to CONSULTANT may exceed the Total Agreement Amount without amending this Agreement.

ARTICLE 15 PROCEDURES FOR PAYMENT

A. Payments will be made by COUNTY within 30 days of CONSULTANT'S presentation of invoices and progress reports for services performed and the acceptance of such services by COUNTY'S Authorized Agent.

B. Invoices for payment must be submitted by CONSULTANT monthly to COUNTY'S Authorized Agent in the form prescribed by COUNTY. Invoices must identify the cost for the services performed and/or goods delivered for the billing period and must satisfy the requirements listed below:

1. Each invoice must contain the following information: COUNTY Agreement Number, COUNTY agreement invoice number (sequential), billing address if different from business address, and CONSULTANT'S original signature attesting that the invoiced services and costs are new and that no previous charge for those services and/or goods has been included in any prior invoice.

2. Direct non-salary costs allocable to the work under this Agreement, and defined in the Special Conditions of this Agreement, must be itemized and supported with invoices or billing documents to show that such costs are properly allocable to the work. Direct non-salary costs are any costs that are not the salaried costs directly related to the work of the CONSULTANT. Supporting documentation must be provided in a manner that corresponds to each direct cost.

3. The original of each invoice and progress report must be sent to COUNTY'S Authorized Agent for review and payment.

4. CONSULTANT must provide, upon request of COUNTY'S Authorized Agent, the following supporting documentation:

a. Direct salary costs of employees' time directly chargeable for the services performed under this Agreement. This must include a payroll cost breakdown identifying the name of the employee, classification, actual rate of pay, hours worked and total payment for each invoice period; and

b. Signed time sheets or payroll cost breakdown for each employee listing dates and hours worked. Computer generate printouts of labor costs for the project must contain the project number, each employee's name, hourly rate, regular and overtime hours, and the dollar amount charged to the project for each pay period.

C. If CONSULTANT is authorized by COUNTY to use or uses any subcontractors, CONSULTANT must include all the above supporting documentation in any subcontractor's agreement, and CONSULTANT must comply with Minnesota Statutes Section 16A.1245, requiring timely payment by CONSULTANT of subcontractors, penalties for late payments, and defining costs the subcontractor must be awarded if the subcontractor prevails in a lawsuit.

D. CONSULTANT must require subcontractor's invoices to follow the same form and contain the same information as set forth in ARTICLE 15.B above.

ARTICLE 16 CONDITIONS OF PAYMENT

A. All services and/or goods provided by CONSULTANT pursuant to this Agreement must be performed to the satisfaction of COUNTY and in accordance with the following:

1. All current applicable federal, state, and local laws, ordinances, rules and regulations.

2. All current STATE standards, policies and practices.

B. CONSULTANT will not receive payment for work determined by COUNTY'S Authorized Agent to be unsatisfactory, or performed in violation of federal, state, or local laws, ordinances, rules or regulations.

C. RETAINAGE: Pursuant to Minnesota Statutes Section 16C.08, subdivision 5(b), no more than ninety percent (90%) of the compensation due under this Agreement may be paid until the final produces) of this Agreement have been reviewed by the Itasca County Board of Commissioners. The balance due and owing will be paid at the time that the Itasca County Board of Commissioners determines that Consultant has satisfactorily fulfilled all the terms of this Agreement.

All services and/or goods covered by progress payments made by COUNTY will become the sole property of COUNTY. This provision must not be construed as relieving CONSULTANT from sole responsibility for all material and work upon which payments have been made or the restoration of any damaged work or as waiving the right of COUNTY to require the fulfillment of all of the terms of this Agreement.

D. Nothing in this Agreement must be construed in any way to operate or relieve CONSULTANT from its obligation to complete the services and/or deliver any goods described in this Agreement for a sum not to exceed that set forth in the Special Conditions.

ARTICLE 17 CONSULTANT'S KEY PERSONNEL

A. CONSULTANT'S key personnel specified by name and title in the Special Conditions will be considered essential to the work being performed.

B. If, for any reason, substitution of a key person becomes necessary, CONSULTANT must provide two weeks'

advance written notification of the substitution to COUNTY'S Authorized Agent. The written notification must include the proposed successor's name and a resume of his/her qualifications. COUNTY'S Authorized Agent will have the right to approve or reject the proposed successor.

ARTICLE 18 ASSIGNMENT

A. CONSULTANT may neither assign nor transfer any rights or obligations under this Agreement without prior written authorization from COUNTY'S Authorized Agent. The written authority will in no way relieve CONSULTANT from the primary responsibility for performance of the services and/or delivery of the goods specified in this Agreement.

ARTICLE 19 SUBCONTRACTS

A. CONSULTANT must require all subcontractor agreements to contain all appropriate terms and conditions of this Agreement, including Articles 11 through 12, Articles 14 through 16, Article 17, Articles 19 through 35, and Articles 37 and 38, as they apply to the subcontractor. The use of subcontractors does not relieve the CONSULTANT from performing and delivering the work stated in the Agreement.

B. COUNTY'S Authorized Agent must review, and accept for compliance with the General and Special Conditions of this Agreement, all subcontractor agreements exceeding $10,000.00 prior to the execution of any such subcontractor agreement. COUNTY'S Authorized Agent has the authority to reject any subcontractor agreement that does not comply with the General and Special Conditions of this Agreement.

C. A copy of any and all subcontractor agreements must be returned to COUNTY'S Authorized Agent after execution of the subcontractor agreement and prior to work starting under the subcontractor agreement.

ARTICLE 20 AMENDMENTS, CHANGE ORDERS, MERGER, AND COUNTERPARTS

A. Amendments to this Agreement will be considered only for unforeseen work or services that were excluded in the Scope of Work of the Special Conditions and that are considered essential to the work. Any written claim made by the CONSULTANT for extra work or costs under this Agreement that has been approved by COUNTY'S Authorized Agent must be evidenced by an amendment to this Agreement. Amendments must be in writing and executed and approved by the same parties and officials who executed and approved the original Agreement, or their successors in office. CONSULTANT must notify COUNTY'S Project Manager in writing if CONSULTANT will be delayed in any way from completing the project under this Agreement.

B. The work to be done in connection with this Agreement may be changed at the request of COUNTY, with the mutual concurrence of CONSULTANT. Any change will be clearly and fully defined in writing and approved by both parties. Change orders must be consistent with the basic purpose of this Agreement and within the general Scope of Services identified in the Special Conditions. Changes in the Total Agreement Amount or the Agreement Expiration Date are not permitted in a change order.

C. This Agreement, including all items incorporated by reference, contains all negotiations and agreements between CONSULTANT and COUNTY. No other understanding, whether written or oral, regarding this Agreement, may be used to bind either party.

D. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same agreement.

ARTICLE 21 AFFIRMATIVE ACTION

A. Pursuant to Minnesota Statutes Section 363.073, for agreements in excess of $100,000.00 CONSULTANT certifies that it has received a certificate of compliance from the Commissioner of Human Rights or provided COUNTY with a letter of exemption.

B. CONSULTANT certifies that it is an equal opportunity employer and complies with Title VI of the Civil Rights Act of 1964, and the President's Executive order no. 11246 as amended by Executive Order No. 11375. Accordingly, 49 C.F.R. 21 through Appendix C and 23 C.F.R. 710.405(b) will be applicable.

ARTICLE 22 COMPLIANCE WITH LICENSES, PERMITS, AND OTHER REGULATIONS

A. CONSULTANT must procure all licenses, permits, or other rights necessary to fulfill its obligations under this Agreement in compliance with all applicable federal and state laws.

ARTICLE 23 AUDITS AND INSPECTIONS

A. The books, records, documents and accounting procedures and practices of CONSULTANT relevant to this Agreement are subject to examination by COUNTY and/or Legislative Auditors, as appropriate, for a minimum of six years. All required records must be maintained for at least three years after final payment is made under this Agreement.

B. Duly authorized representatives of COUNTY (and the Federal Highway Administration, if federal funds are involved) have the right to inspect the work of CONSULTANT under this Agreement, during regular working hours, whenever it is deemed necessary to do so.

C. Work Effort Audits:

1. COUNTY may conduct work effort audits for the various work tasks described in the Special Conditions. Audits will be randomly selected for completed work tasks. Audits will include work effort reviews and effort level analysis to determine the reasonableness of the hours charged.

2. CONSULTANT must maintain work effort progress reports showing work tasks, hours worked on the task by the various personnel assigned to this work and work effort performed by subcontractors assigned to the tasks.

ARTICLE 24 DATA PRACTICES AND INTELLECTUAL PROPERTY

A. CONSULTANT must comply with the Minnesota Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by COUNTY in accordance with this Agreement and as it applies to all data created, gathered, generated, or acquired in accordance with this Agreement.

B. Any reports, studies, photographs, negatives, or other documents prepared by CONSULTANT in the performance of its obligation under this Agreement will be the exclusive property of COUNTY. All such materials must be remitted to COUNTY by CONSULTANT upon completion or cancellation of this Agreement. Without the prior written consent of COUNTY, CONSULTANT must not use, willingly allow, or cause to have such materials used for any purpose other than performance of CONSULTANT'S obligations under this Agreement.

C. Unless otherwise directed by COUNTY, the originals of reports, drawings, work sheets, plans, field notes, computations, and other project data must be relinquished to COUNTY:

1. Upon written notice of completion or cancellation of this Agreement
2. Upon written notification by COUNTY
3. Prior to final payment by COUNTY to CONSULTANT for this Agreement

ARTICLE 25 LIABILITY

Subject to the provisions of Minnesota Statutes Section 337.02, CONSULTANT must indemnify, save and hold COUNTY, its agents, and employees harmless from any and all claims or causes of action, including all attorney's fees incurred by COUNTY, arising from the negligent performance of this Agreement by CONSULTANT or CONSULTANT'S agents or employees. This clause will not be construed to bar any legal remedies CONSULTANT may have for COUNTY'S failure to fulfill its obligations pursuant to this Agreement.

ARTICLE 26 WORKER'S COMPENSATION

Any and all employees of CONSULTANT, including its subcontractors, or other persons while engaged in the performance of any work or services required by CONSULTANT under this Agreement, will not be considered employees of COUNTY. Any and all claims that may arise under the Workers' compensation Act of Minnesota on behalf of said employees, or other persons while so engaged, and any and all claims made by any third party as a consequence of any act or omission on the part of CONSULTANT'S employees, or other person while so engaged on any of the work or services to be rendered, will in no way be the obligation or responsibility of COUNTY. Pursuant to Minnesota Statutes 176.182, acceptable evidence of compliance with Workers' Compensation insurance coverage requirements must be presented to COUNTY before COUNTY may enter into a contract with CONSULTANT.

ARTICLE 27 INSURANCE

A. A certificate of insurance for each type of insurance required under this Agreement must be filed with COUNTY'S Authorized Agent within 30 days of execution of this Agreement and prior to commencement of any work under this Agreement. Each policy must contain a 10 day notice of cancellation, non-renewal, or material change to all named and additional insured.

B. CONSULTANT must maintain and furnish satisfactory evidence of the following insurance policies with MINIMUM coverage set at the liability limits for COUNTY, as set forth in Minnesota Statutes Section 466.04, or any subsequent legislative modification to these liability limits:

   1. CONSULTANT must furnish satisfactory evidence of insurance from loss by any means of all data furnished to CONSULTANT by COUNTY, and for partially completed data for which COUNTY has made payment.

   2. Workers' Compensation Insurance: CONSULTANT will provide Workers' Compensation insurance for all CONSULTANT employees and, in case any work is subcontracted, CONSULTANT will require the subcontractor to provide Workers' Compensation insurance in accordance with the statutory requirements of COUNTY of Minnesota, and including Coverage B, Employer's Liability, at limits not less than $500,000.00 bodily injury by disease per employee; $500,000.00 bodily injury by disease aggregate; and $500,000.00 bodily injury by accident. Evidence of subcontractor's insurance shall be filed with the CONSULTANT.

   3. Commercial General Liability: CONSULTANT will maintain insurance protecting CONSULTANT from claims for damages for bodily injury, including sickness or disease, death and for care and loss of services as well as from claims for property damage including loss of use which may arise from operations under this Agreement whether such operations be by CONSULTANT or by a subcontractor or by anyone directly or indirectly employed under this Agreement.

CONSULTANT agrees to have and keep in force insurance in the Minimum amounts listed below:

General Aggregate	$3,000,000
Products – Completed Operations Aggregate	$3,000,000
Personal and Advertising Injury – Each Occurrence	$1,500,000
Combined Bodily Injury and Property Damage	$1,500,000

Name COUNTY as an Additional Insured

4. Commercial Automobile Liability: CONSULTANT will maintain insurance protecting CONSULTANT from claims for damages for bodily injury, including sickness or disease, death, and for care and loss of services, as well as from claims for property damage including loss of use which may arise from operations under this Agreement whether such operations were by CONSULTANT or by subcontractor or by anyone directly or indirectly employed under this Agreement. Unless otherwise specified within this Agreement, the CONSULTANT insurance minimum amounts will be $1,500,000 – combined single limit each occurrence for bodily injury and property damage covering Owned, Hired, and Non-owned automobiles. Itasca County shall be named as an additional insured.

5. Professional/Technical, Errors and Omissions, and/or Miscellaneous Liability Insurance:

   CONSULTANT insurance minimum amounts will be $2,000,000 per claim and $2,000,000 annual aggregate.

   CONSULTANT must submit a certified financial statement which provides evidence that CONSULTANT has adequate assets to cover any deductible which applies to this policy.

   This policy will provide coverage for all claims CONSULTANT will become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to CONSULTANT'S professional services required under this Agreement.

6. For work on railroad property, CONSULTANT must obtain Railroad Protective Liability Insurance in accordance with Mn/DOT Specification 1708.2 (2005 Edition) or any subsequent changes or modifications to this specification.

C. CONSULTANT must obtain insurance policies from an insurance company having a "AM BEST" rating of A-VIII or better.

D. COUNTY reserves the right to immediately rescind this Agreement if CONSULTANT is not in compliance with the insurance requirements and retains all rights to pursue any legal remedies against CONSULTANT. All insurance policies must be open to inspection by COUNTY, and copies of policies must be submitted to COUNTY'S Authorized Agent upon written request.

ARTICLE 28 DELIVERABLE STANDARDS

A. COUNTY will have the authority to disapprove or reject services and/or goods that are defective. CONSULTANT will be responsible for the accuracy of the work under this Agreement and must make immediate, necessary revisions, repairs, or corrections without compensation resulting from errors and omissions on the part of CONSULTANT.

Services and/or goods delivered under this Agreement must be in accordance with applicable federal or state standards and/or specifications and must be of a quality that is satisfactory to COUNTY'S Authorized Agent,

whose determination as to quality will be final and conclusive. Acceptance of the services and/or goods by COUNTY will not be considered a waiver of any provision of this Agreement and will not relieve CONSULTANT of the responsibility for subsequent correction of any such errors or omissions and the clarification of any ambiguities.

In the event revisions, repairs, or corrections to the deliverables must be made, CONSULTANT must invoice COUNTY for any employee's time necessary to revise, repair or correct errors or omissions at a rate of zero (0) dollars per hour for the number of hours necessary to perform the work.

B. The services and/or goods provided to COUNTY by CONSULTANT must be of such quality that they are suitable for their intended purpose.

C. Time is of the essence, with respect to this Agreement. In the event CONSULTANT fails to perform its duties by the time fixed for the completion of the work, COUNTY may elect to immediately cancel this Agreement.

D. Neither party will be held responsible for delay or failure to perform when such delay or failure is due to any of the following, unless the act or occurrence could have been reasonably foreseen and reasonable action could have been taken to prevent the delay or failure, fire flood, epidemic, strikes, wars, acts of God, unusually severe weather, or delays or defaults caused by public carriers, provide the defaulting party gives written notice as soon as possible to the other party of the inability to perform.

ARTICLE 29 PRINTING, PAPER STOCK, AND INK REQUIREMENTS

If this Agreement results in reports or documents paid for by COUNTY, CONSULTANT must comply with Minnesota Statutes Sections 16B.121, 122, 124, 125 for the purchase of printing, paper stock, and printing ink.

ARTICLE 30 ANTITRUST

CONSULTANT assigns to COUNTY any and all claims for overcharges as to services and/or goods provided in connection with this Agreement resulting from alleged antitrust violations which arise under the antitrust laws of the United States and STATE of Minnesota.

ARTICLE 31 PUBLICITY

Any publicity given to the program, publications, or services provided resulting from this Agreement, including, but not limited to, notices, informational pamphlets, press releases, research, reports, signs and similar public notices prepared by or for CONSULTANT or its employees individually or jointly with others, or any subcontractors must identify COUNTY as the sponsoring agency and must not be released without prior approval by COUNTY'S Authorized Agent, unless such release is a specific part of an approved work plan included in this Agreement.

ARTICLE 32 OFFICIALS NOT TO BENEFIT

A. Without prior written consent of COUNTY, CONSULTANT must not employ any professional or technical personnel who are or have been at any time during the time period of this Agreement in the employ of COUNTY, except retired COUNTY employees, without written consent from COUNTY.

B. CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for CONSULTANT, to solicit or secure this Agreement, and that CONSULTANT has not paid or agreed to pay any company or person, other than a bona fide employee working for CONSULTANT, any fee, commissions, percentage, brokerage fee, gifts or any other consideration,

contingent upon or resulting from the award of making of this Agreement.

ARTICLE 33 CANCELLATION

A. This Agreement may be immediately canceled by COUNTY, at any time, with or without cause, upon written notice to the CONSULTANT. In the event of such cancellation CONSULTANT will be entitled to payment, determined on pro rata basis, for services and/or goods satisfactorily performed or delivered.

B. In the event COUNTY cannot or does not obtain funding from the Minnesota Legislature, or funding cannot be continued at a level sufficient to allow for the purchasing of the services and/or goods contained herein, this Agreement may be immediately canceled, at COUNTY'S option, by written notice of cancellation delivered in person, by mail, or facsimile to CONSULTANT at the address specified in this Agreement. COUNTY will not be obligated to pay for any services and/or goods provided by CONSULTANT after such notice of cancellation.

ARTICLE 34 ERRORS OR OMISSIONS

A. CONSULTANT will be responsible for the accuracy of the work and must promptly make necessary revisions or corrections resulting from CONSULTANT'S errors, omissions, or negligent acts without additional compensation. Acceptance of the work by COUNTY will not relieve CONSULTANT of the responsibility for subsequent correction of any errors or omissions or for clarification of any ambiguities.

It is understood by the parties that COUNTY will rely on the professional performance and ability of the CONSULTANT. Any examination by COUNTY, or any acceptance or use of the work product of the CONSULTANT will not be considered to be a full and comprehensive examination and will not be considered an approval of the work product of the CONSULTANT which would relieve the CONSULTANT from any liability or expense that could be connected with the CONSULTANT'S sole responsibility for the property and integrity of the professional work to be accomplished by the CONSULTANT pursuant to this Agreement.

B. At any time during construction or any phase of work performed by others based on data provided by CONSULTANT, CONSULTANT must confer with COUNTY when necessary for the purpose of interpreting the information secured and/or to correct any errors and/or omissions made by CONSULTANT. CONSULTANT must prepare any and all plans or data needed to correct the errors and/or omissions without added compensation, even though final payment may already have been received by CONSULTANT. CONSULTANT must give immediate attention to these changes so there will be minimal delay to the construction or other work as referenced.

C. If errors, omissions and/or negligent acts are made by CONSULTANT in any phase of the work, the correction of which may require additional field or office work, CONSULTANT will be promptly notified by COUNTY and will be required to perform such additional work as may be necessary to correct these errors, omissions and/or negligent acts without undue delay and without additional cost to COUNTY. If the CONSULTANT is aware of any errors, omissions and/or negligent acts made in any phase of the work, the corrections of which may require any additional field or office work, CONSULTANT must promptly perform such additional work as may be necessary to correct these errors, omissions and/or negligent acts without undue delay and without additional cost to COUNTY.

D. CONSULTANT will be responsible for any damages incurred as a result of its errors, omissions, and/or negligent acts and for any loss or cost to repair or remedy CONSULTANT'S errors, omissions and/or negligent acts. Acceptance of the work by COUNTY will not relieve CONSULTANT of the responsibility for subsequent correction of any such errors, omissions and/or negligent acts, or of liability for loss or damage

resulting therefrom.

E. CONSULTANT must respond to COUNTY'S notice of any errors and/or omissions within 24 hours and give immediate attention to these corrections to minimize any delays to the CONSULTANT. Notification will be by telephone, followed by Certified Mail. CONSULTANT may be required to make a field review of the project site, as defined in the Special Conditions, if directed by COUNTY'S Authorized Agent and CONSULTANT may be required to send personnel to the appropriate COUNTY office as part of correcting any errors and/or omissions.

ARTICLE 35 QUALITY ASSURANCE AND QUALITY CONTROL

Prior to approval and execution of this Agreement, CONSULTANT must have a Quality Assurance and Quality Control (QA/QC) Program. During the term of this Agreement, CONSULTANT must adhere to CONSULTANT'S QA/QC Plan, which was prepared by CONSULTANT and accepted by COUNTY'S Authorized Agent, for this Agreement. THE QA/QC Plan is incorporated into this Agreement by reference. With each deliverable submitted to COUNTY pursuant to this Agreement, CONSULTANT must certify in writing to COUNTY'S Authorized Agent that there was compliance with the QA/QC Plan. COUNTY may cancel this Agreement for CONSULTANT'S failure to follow the QA/QC Plan for this Agreement.

ARTICLE 36 DISPUTES

COUNTY'S Authorized Agent will be the initial interpreter of the requirements of this Agreement and will judge the acceptability of the work hereunder. Claims, disputes and other matters relating to the acceptability of the work will be referred in writing to COUNTY'S Authorized Agent, with a request for a formal decision to be rendered in writing within a reasonable time. Written notice of each claim, dispute, or other matter must be delivered by CONSULTANT to COUNTY'S Authorized Agent within fifteen (15) days of the occurrence of the event giving rise to the claim, dispute, or other matter. Written supporting data must be submitted to COUNTY'S Authorized Agent within forty-five (45) days of each such occurrence, unless COUNTY'S Authorized Agent allows an additional period of time to ascertain more accurate data.

The rendering of a decision by COUNTY'S Authorized Agent will be a condition precedent to CONSULTANT'S exercise of such rights and remedies as it may have under this Agreement or at law in respect to any claim, dispute, or other matter.

ARTICLE 37 FEDERAL CLAUSES

A. If Federal Funds are involved with this Agreement, the following additional conditions apply:

B. CONSULTANT warrants and represents that COUNTY and the Federal HighwayAdministration will have a royalty-free, nonexclusive and irrevocable license to reproduce, publish, or otherwise use for federal, COUNTY, or local government purposes, any patentable subject matter or copy rightable materials developed, or any rights of copyright to which COUNTY has purchased ownership, under this Agreement.

When applicable, the patent rights provisions of 48 C.F.R. 27 will apply to this Agreement regarding rights to inventions. Such provisions are incorporated by reference and must be incorporated in all subcontracts by reference.

C. Federal-Aid Agreements: CONSULTANT acknowledges that by signing this Agreement, it certifies to the best of its knowledge and belief:

1. That no Federal appropriated funds have been paid or will be paid, by or on behalf of

CONSULTANT, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract; or the making, extension, continuation, renewal, amendment, or modification of any Federal grant, load, or cooperative agreement.

2. That if any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, CONSULTANT must complete and submit Standard Form -LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

3. That this certification is a material representation of fact upon which reliance was placed when this transaction was made or entered. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification will be subject to a civil penalty.

4. That is must require that the language of this certification be included in all lower tier subcontracts, which exceed $100,000.00 and that all such subcontractors must certify and disclose accordingly.

D. CONSULTANT must comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean air Act 42 U.S.C. 7606; Section 508 of the Clean Water Act, 33 U.S.C. 1368; Executive order 11738, and all applicable regulations promulgated by the United States Environmental Protection Agency.

E. CONSULTANT must comply with the mandatory standards and policies in COUNTY Energy Conservation Plan, Minnesota Statute Chapter 116J, issued in compliance with the Energy Policy and conservation Act, 42 U.S.C. 6201 et seq.

ITASCA COUNTY
BOARD OF COMMISSIONERS
Itasca County Courthouse
123 NE 4th Street
Grand Rapids, MN 55744

Tuesday, March 2, 2021

REQUEST FOR BOARD ACTION: RBA-2021-1361

DEPARTMENT: Transportation
PRESENTER: Rachel Metelak

TIME REQUESTED: < 5 Minutes

AGENDA ITEM:
Bridge Design Consultant Services - CSAH 68 and CR 439

BOARD ACTION REQUESTED:
Authorize the County Engineer to enter into a professional technical service contract with Erickson Engineering to provide bridge design services for culvert/bridge replacements on CSAH 68 and CR 439 over Splithand Creek, and authorize the County Engineer to execute the contract documents.

BACKGROUND:
The bridges on CSAH 68 and CR 439 over Splithand Creek are deficient and will be replaced as part of our planned 2024 road construction projects. It is necessary to contract design services to replace the bridges. We have requested a proposal from Erickson Engineering for the design services and they have responded with a proposal that is acceptable from the Transportation Department's perspective, see attached. Erickson has provided design service in the past and it is recommended that they be used for these projects.

This is the standard Professional Technical Contract that the department uses and has been through Attorney review in the past.

COUNTY ATTORNEY REVIEW: NA

SUPPORTING DOCUMENTATION:
1. Professional Technical Contract - CSAH 68 and CR 439 Bridge - UNSIGNED

03/02/2021

RESULT:	**RECOMMENDED FOR CONSENT**	**NEXT: 03/09/2021 2:30 PM**

ITASCA COUNTY
PROFESSIONAL TECHNICAL (no county employees) SERVICES

This Contract is between Itasca County and Erickson Engineering Company, LLC, Inc., 9531 W. 78th Street - Suite 100, Eden Prairie, MN 55344.

WHEREAS, the County Board of Commissioners is empowered to engage such assistance as deemed necessary, and

WHEREAS, County does not have available necessary and qualified personnel to conduct the services as describe herein, and

WHEREAS, CONSULTANT represents that it is duly qualified and agrees to perform all services in this Contract.

NOW, THEREFORE it is agreed that CONSULTANT, who is not a County employee, will perform the work under this Contract, including the Special and General Contracts and Exhibits A or any other conditions which are hereby attached and incorporated.

Effective Date: March 9, 2021 or the date that all required signatures are obtained by County whichever is later.

Expiration Date: December 31, 2023.

IN WITNESS WHEREOF, the parties have executed this contract intending to be bound.

CONSULTANT

By:_____
Erickson Engineering

By:_____
Erickson Engineering

ITASCA COUNTY

By:_____
Itasca County
Karin Grandia
County Engineer

Consultant's Signature Acknowledgement

This instrument was acknowledged before me this ____day of _____

by_____the _____ and
(name) (title)

by_____the _____ and
(name) (title)

of Erickson Engineering Co.LLC

_____
Notary Public

SPECIAL CONDITIONS

INTRODUCTION

The services to be provided under this Agreement are for design services to Itasca County in connection with two bridge replacements and associated roadway design relating to existing bridges, number 7026 located on CR 439 and number 7027 on CSAH 68, both over Splithand Creek.

ARTICLE 1 TERM OF AGREEMENT:

A.	Effective Date:	March 9, 2021 or the date that all required signatures are obtained by the County, whichever is later.
B.	Work Completion Date:	December 31, 2021
C.	Expiration Date:	December 31, 2023

ARTICLE 2 SCOPE OF WORK:

A. SURVEY

a. The Consultant shall review previously acquired survey data to ensure it includes the information necessary to complete the bridge survey sheets in accord with Section 5-892.271 of the Minnesota Department of Transportation State-Aid Manual.

b. All existing utilities shall be located to a quality level B as defined and in accordance with MN Statutes Section 216D.01, subdivision 12.

c. Survey work includes the following:

i. Proposed centerline alignment and elevations.

ii. Roadway cross sections at least every 50 feet.

iii. Collect information and measure existing topography, underground and overhead utilities and any other features affecting the project, including property fences, buildings, driveways, trees, etc.

iv. The Contractor shall tie the survey into U.S.G.S. sea level datum and to monumentation sufficient to develop legal descriptions to obtain highway easements.

B. HYDRAULICS

a. The Consultant shall review and update previously prepared hydraulic calculations, studies and reports to include the features and geometry of the bridge proposed for the stream crossing. The study shall contain data normally required by State and Federal agencies, including a hydraulic analysis, risk assessment and a scour analysis. The analyses shall be prepared using conventional Hydraulics of Bridge Waterways routines.

C. PRELIMINARY DESIGN

a. The Consultant shall prepare and submit to the County one preliminary design for the selected structure, including general features, dimensions, and basic design requirements. The design shall contain sufficient detail to be used in reports and applications for permits required of the County.

b. The Consultant shall, at the request of the County, provide a representative to attend reviews, hearings, meetings and other presentations scheduled during the design phase of the Project.

D. REPORTS

a. If required by the County, the Contractor shall prepare a Design Exception Request. Copies of Request and its disposition shall be filed with the County

b. The Consultant shall coordinate an Asbestos and Regulated Waste Assessment of the existing bridge. The cost of the Assessment shall be invoiced directly to the County by the Asbestos and Regulated Waste Engineering firm.

E. PERMITS

a. If required, the Consultant shall apply for a permit from the Minnesota Department of Natural Resources. Permit fees shall be paid by the County. A copy of each permit obtained in connection with this project should be filed by the Consultant with the County.
b. The Consultant shall apply and obtain necessary wetland and protected water permits and submit copies of the final permit and applications to the County. The permits should cover wetland impacts related to the bridge construction and any associated approach work. The permit application shall be through the "Joint Notification Form" used by the SWCD, DNR and the Corp of Engineers.

F. SOILS

a. The Consultant shall recommend and retain, subject to the approval of the County, a competent Soils Engineering firm to obtain test borings and determine the foundation conditions at the site of the proposed structure. The cost of the subsurface soils testing shall be invoiced directly to the County by the Soils Engineering firm.
b. The County will require insurance and proof of insurance from the Soils Engineering Firm including workmen's compensation insurance, liability insurance and motor vehicle coverage.

G. PLANS

a. The Consultant shall prepare and submit to the County one preliminary bridge plan, which shall include general features, dimensions, and basic design requirements for the proposed structure. The preliminary plan shall be prepared in accordance with State-Aid 5-892.200, and shall also conform to the State Aid and Federal Highway Administration Standards that are in effect on the date the preliminary plans are submitted to the Minnesota Department of Transportation by the County or the Consultant.
b. When directed by the County the Consultant shall prepare an engineering design for the selected structure. The structural design shall conform to the current American Association of State Highway and Transportation Official's Design Specifications and shall also conform to the State Aid and Federal Highway Administration Standards that are in effect on the date the preliminary plans are approved by the Minnesota Department of Transportation.
c. The Consultant shall prepare one final detail bridge plan on the best-grade reproducible material in ink, drawing to conventional scales on 11" x 17"sheets with inside borderlines and a 3/4" margin between the borderline and the left-hand side of the sheet. The plan sheet shall be prepared in accordance with Minnesota Department of Transportation, MnDOT, bridge design specifications. Construction requirements of the Minnesota Department of Transportation's Standard Specifications for Construction, 2005 edition shall be incorporated into the plans.
d. The Consultant shall prepare a complete construction cost analysis for the proposed structure for use by the county in preparing a bid proposal. The Consultant shall also prepare special bid specifications outlining any special requirements regarding construction of the structure that are not covered by the plan or in the Minnesota Department of Transportation Standard Specifications for Construction.
e. The Consultant shall present the final design to the State-Aid Engineer.
f. The Consultant shall complete and submit to the County
g. The Consultant shall prepare the load rating sheet report as required by the Minnesota Department of Transportation and submit the report to the County.
h. The Consultant shall assist with the letting of bids including preparation of an abstract of the bids which shall be submitted to the County.
i. The Consultant shall provide to Itasca County a copy of the final design in computer drawing format. These drawings shall be the property of Itasca County.

H. ROADWAY DESIGN AND PLAN PREPARATION

a. The Consultant shall assemble all existing survey data and incorporate such data into the preparation of the Roadway Design.
b. The Consultant shall prepare layouts showing the geometric design of the roadway and this plan will show plan and profile, specific design features in terms of horizontal and vertical Alignment, typical section, width, access control, right-of-way, plotting of finished cross-sections, quantities, special provisions, and other factors related to geometric design.

c. The above work shall be plotted on best grade drafting media ink.
d. The Consultant shall prepare cost estimates that include a listing, by major categories, of all expenses associated with the proposed project. The list of categories must correspond to each line of the chart set forth in paragraph 9.3 below. Such cost estimates shall represent a limit for the cost to the County of the work to be done by the Consultant for the County in connection with this contract unless by agreement of the parties, a specific exception is made in writing. If it should be necessary to compute the amount of compensation owing from the County to the Consultant because this agreement has been cancelled before completion pursuant to paragraph 9.4 below, the estimates of the Consultant prepared pursuant to this paragraph shall be deemed to be the amount which would have been due had the work been fully completed. A chart of these cost estimates shall be attached to this instrument as Exhibit "C".
e. It is the intent of this agreement that the Roadway Plans shall embody the design standards in use by the Minnesota Department of Transportation at the time the design work for the plans is being performed.

ARTICLE 3 ITEMS PROVIDED AND/OR COMPLETED BY COUNTY:

A. The following will be provided and/or completed by COUNTY
1. Property owner information
2. Easements as required to construct the project

ARTICLE 4 DELIVERABLES BY CONSULTANT:

A. COUNTY'S Authorized Agent has the authority to update and adjust all project schedules when necessary.

ARTICLE 5 CONSIDERATION OF PAYMENT:

A. Consideration of all services performed and goods or materials supplied by CONSULTANT will be paid by COUNTY on an Hourly, Not to Exceed dollar amount as specified in contract.

B. CONSULTANT shall provide invoices on a monthly basis.

ARTICLE 6 TERMS OF PAYMENT:

A. CONSULTANT will use the COUNTY approved "Invoice" when submitting invoices on a monthly basis.

B. Retainage: Payments to CONSULTANT will be made based on invoices submitted monthly.

C. CONSULTANT will submit to COUNTY a monthly progress report with the invoice summarizing work complete to date.

D. Definition of "hourly not to exceed": CONSULTANT shall be paid for every hour that employees of the CONSULTANT are actually performing work in the project. The hourly rates for all employees are provided by the CONSULTANT in Exhibit A. CONSULTANT shall be reimbursed for actual expenses incurred for materials, approved travel expenses, equipment rental, permits, licenses, etc. The entire above are subject to the "not to exceed" amount in the Contract.

E. HOURLY RATE: Compensation in full for the work described in paragraphs listed below as "Hourly Rate" shall be on an hourly rate basis which includes the CONSULTANT'S overhead, and in addition, the CONSULTANT'S expenses directly related to the agreement will be compensated. The Hourly Rate Schedule is attached to and made a part of this agreement.

ARTICLE 7 AGREEMENT PERSONNEL:

A. CONSULTANT'S key personnel, as defined in Article 17 of the General Conditions:

1. Name: Thomas J. Wilson, PE
   Title: Vice President
   Address: 9531 W. 78th Street – Suite 100, Eden Prairie, MN 55344

   Phone: 1-800-545-8020

ARTICLE 8 COUNTY'S AUTHORIZED AGENT AND PROJECT MANAGER:

A. COUNTY'S Authorized Agent, or his/her successor, will be:

Name: Karin Grandia, PE
Title: Itasca County Engineer
Address: 123 4th Street NE, Grand Rapids, MN 55744
Phone: 218-327-7389

COUNTY'S Authorized Agent will have final authority to accept or reject CONSULTANT'S services and/or goods. If such services and/or goods are acceptable and satisfactory, CONSULTANT'S Authorized Agent will certify each invoice submitted by CONSULTANT.

B. COUNTY'S Project Manager, or his/her successor, for this Agreement will be:

Name: Rachel Metelak, PE
Title: Transportation Engineer
Address: 123 4th Street NE, Grand Rapids, MN 55744
Phone: 218-327-0685

COUNTY'S Project Manager will sign progress reports, review billing statements, make recommendations to the COUNTY'S Authorized Agent for acceptance or rejection of CONSULTANT'S goods or services and make recommendations to the CONSULTANT'S Authorized Agent for certifications for payment of each invoice submitted by CONSULTANT.

ARTICLE 9 MODIFICATIONS OF THE GENERAL CONDITIONS:

None.

ARTICLE 10 ADDITIONAL PROVISIONS:

A. Arbitration. Any dispute or disagreement between the parties arising out of or related to this Agreement shall be in the District Court Ninth Judicial District of the State of Minnesota and resolved by arbitration in Itasca County, Minnesota, USA, under the rules in effect of the American Arbitration Association. Judgment upon award may be entered in any court of competent jurisdiction.

EXHIBIT A

DETAILED SCOPE OF WORK AND DELIVERABLES
(NOT TO EXCEED)

"Exhibit A"

ERICKSON ENGINEERING

Erickson Engineering Co., LLC
9531 W 78th St Ste 100
Eden Prairie, MN 55344

ph 952-929-6791, 800-545-8020
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Tom Wilson, P.E., Vice President
612-249-0839
twilson@ericksonengineering.com

ENGINEERING SERVICES AGREEMENT between

ITASCA COUNTY
and
ERICKSON ENGINEERING CO., LLC

for Replacement of Existing Bridge 7026
on County Road 439 over Split Hand Creek

Sec 17, Twp 53 N, Rge 24 W

Erickson Engineering Agreement 21013, February 11, 2021

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A PROJECT DESCRIPTION

Itasca County is planning to replace Bridge 7026 located on CR 439. The inplace structure was built in 1950 and consists of a single-span timber beam structure, with a total length of 22.8 ft and a clear width of 24.2 ft. The bridge is listed as structurally deficient and has a Local Planning Index (LPI) of 45.

The preferred replacement structure is a single-span timber slab bridge. The timber slab deck will be supported on driven steel piling. Other replacement options that will be investigated include a single-span concrete bridge and multiple lines of culverts. The preferred



Bridge 7026

structure type, length, width, and required grade raise will be verified during the hydraulics / preliminary design phase and after consultation with the County.

Approach roadway reconstruction will be limited to only what is needed to replace the bridge and meet hydraulic requirements. We anticipate approximately 400 ft of roadway reconstruction (200 ft each end of the bridge) will be required for this project.



CR 439

B SERVICES

In this document, "Client" refers to Itasca County and "Consultant" refers to Erickson Engineering Co., LLC.

The Consultant agrees to provide the following services to the Client in connection with the aforementioned project, according to the terms of this agreement.

1.0 Survey

1.1 The Consultant shall perform field survey work for the existing bridge and roadway approaches, and obtain information needed to complete the bridge survey sheet according to the MnDOT State Aid Manual.

2.0 Hydraulics

2.1 The Consultant shall prepare a hydraulic flood analysis for the stream crossing. The analysis will contain data required by State and Federal agencies, including a risk assessment and a scour analysis. The hydraulic analysis will be based on steady, gradually-varied peak flow conditions for all flood frequency events analyzed.

3.0 Preliminary Design

3.1 The Consultant shall prepare and submit to the Client preliminary design information for recommended replacement options. The preliminary design information will include general features, dimensions, and cost estimates. The anticipated replacement options are: 1) single-span timber bridge, 2) single-span concrete bridge, or 3) multiple lines of culverts.

4.0 Permits and Utility Coordination

4.1 The Consultant shall apply for a MN DNR permit. *The Client shall pay the permit fees.*

4.2 The Consultant shall apply for a U.S. Army Corps of Engineers permit.

4.3 The Consultant shall perform utility investigation and coordination necessary for preliminary and final design.

5.0 Asbestos and Regulated Waste Assessment

5.1 The Consultant shall retain a competent firm, subject to the approval of the Client, to prepare an Asbestos and Regulated Waste Assessment of the existing bridge. *The Client shall pay the fee for the assessment.*

6.0 Soils Coordination

6.1 The Consultant shall retain a competent firm, subject to the approval of the Client, to obtain test borings and determine the foundation conditions at the proposed structure site. The soils firm will prepare a report which will include recommendations for the foundation design of the proposed bridge. *The Client shall pay the fee for the soils testing and report.*

7.0 Bridge Design / Plans

7.1 The Consultant shall prepare one preliminary bridge plan for the proposed structure. The preliminary plan will include general features, dimensions, and basic design requirements. The Consultant shall prepare the preliminary plan according to MnDOT State Aid Standards.

7.2 The Consultant shall prepare final design for the proposed structure. The Consultant shall design the structure to conform to current AASHTO Design Specifications and MnDOT standards.

7.3 The Consultant shall prepare one final detailed bridge plan in digital format and plotted on reproducible material in ink. The Consultant shall prepare the plan according to MnDOT Bridge Design Specifications and MnDOT Standard Specifications for Construction.

7.4 The Consultant shall prepare the Division SB special provisions, construction cost estimate, plan review checklist, and load rating for the proposed structure.

7.5 The Consultant shall submit the plans and supporting documentation to the Client and MnDOT for review and approval.

8.0 Roadway Design / Plans

8.1 The Consultant shall prepare preliminary and final roadway plans in digital format and plotted on reproducible material in ink. These plans will show the geometric design of the roadway, including plan and profile, specific design features in terms of horizontal and vertical alignment, typical section, drainage, erosion control, easements, traffic control, right-of-way, plotting of finished cross-sections, and quantities. We anticipate approximately 400 ft of approach roadway reconstruction will be required for this project (200 ft each end of the bridge).

8.2 If required, the Consultant shall prepare a Storm Water Pollution Prevention Plan (SWPPP).

8.3 The Consultant shall prepare a construction cost estimate and special provisions for the approach roadway construction.

8.4 The Consultant shall submit the plans and supporting documentation to the Client and MnDOT for review and approval.

C COMPENSATION

Compensation in full for the work described in section B Services will be on a Cost Plus (Time and Materials) basis, which includes the Consultant's profit. Section E shows the Consultant's Time and Materials rates, and these rates are a part of this agreement.

Fees and payment for services listed in this agreement will be as follows:

	Services		Estimated Fee
1.0	Survey	$	4,000.00
2.0→3.0	Hydraulics / Preliminary Design	$	3,000.00
4.0	Permits & Utility Coordination	$	850.00
5.0	Asbestos Coordination	$	100.00
6.0	Soils Coordination	$	100.00
7.0	Bridge Design / Plans	$	21,000.00
8.0	Roadway Design / Plans	$	7,500.00
	TOTAL NOT-TO-EXCEED FEE	**$**	**36,550.00**

Conditions and Payment Schedule

The Consultant may request progress payments for "Cost Plus" services while the work is in progress, based on time and materials provided within a specific timeframe. The progress payments are due upon receipt of invoice.

Cancellation: If the Client cancels this agreement, the Consultant may request payment for all work performed up to the cancellation date. The Client shall pay for fully completed work as outlined above. The Consultant will invoice partially completed work on a Time and Materials basis, according to section E Time and Materials Rates. The total amount invoiced for the partially completed work will not exceed the amount which would have been due had the work been fully completed.

Additional Services: If the Client requests that the Consultant provide services not listed in this agreement, or if any additional services are required due to revisions in MnDOT, AASHTO, or Client standards or specifications, then the Consultant may request reimbursement for such services. The Client shall pay the Consultant on a Time and Materials basis, according to section E Time and Materials Rates, unless otherwise agreed to in writing by both the Consultant and the Client.

D TIMELINE

Task		Completion Date
1.0	Survey	April 2021
2.0→3.0	Hydraulics / Preliminary Design	May 2021
4.0	Permits / Utility Coordination	July 2021

Task		Completion Date
5.0	Asbestos Coordination	June 2021
6.0	Soils Coordination	May 2021
7.1	Preliminary Bridge Design / Plans	June 2021
7.2→7.5	Final Bridge Design / Plans	November 2021
8.0	Roadway Design / Plans	November 2021

E TIME AND MATERIALS RATES

TITLE	RATE / HR
Vice President	$ 180.00
Engineering Manager	$ 180.00
Senior Project Engineer / Project Manager	$ 110.00 - $ 130.00
Project Engineer	$ 95.00 - $ 110.00
Design Engineer	$ 80.00 - $ 90.00
Senior Technician	$ 125.00
Engineering Technician	$ 80.00 - $ 90.00
Certified Inspector	$ 90.00 - $ 100.00
Mileage Rate	$ 0.56 / mile
Lodging	$ Actual Cost (room charge / night)
Meals	$ 36.00 per diem, per person

Rates may be adjusted annually to reflect cost of living increases.

ERICKSON ENGINEERING

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Tom Wilson, P.E., Vice President
612-249-0839
twilson@ericksonengineering.com

ENGINEERING SERVICES AGREEMENT between

ITASCA COUNTY
and
ERICKSON ENGINEERING CO., LLC

for Replacement of Existing Bridge 7027
on CSAH 68 over Split Hand Creek

Sec 20, Twp 53 N, Rge 24 W

Erickson Engineering Agreement 21014, February 11, 2021

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A PROJECT DESCRIPTION

Itasca County is planning to replace Bridge 7027 located on CSAH 68. The inplace structure was built in 1950 and consists of a 2-span timber beam structure, with a total length of 36.5 ft and clear width of 24.2 ft. The bridge is listed as structurally deficient and has a Local Planning Index (LPI) of 46.

The preferred replacement structure is a single-span timber slab bridge. The timber slab deck will be supported on driven steel piling. Other replacement options that will be investigated include a single-span concrete bridge and multiple lines of culverts. The



Bridge 7027

preferred structure type, length, width, and required grade raise will be verified during the hydraulics / preliminary design phase and after consultation with the County.

Approach roadway reconstruction will be limited to only what is needed to replace the bridge and meet hydraulic requirements. We anticipate approximately 400 ft of roadway reconstruction (200 ft each end of the bridge) will be required for this project.



CSAH 68

B SERVICES

In this document, "Client" refers to Itasca County and "Consultant" refers to Erickson Engineering Co., LLC.

The Consultant agrees to provide the following services to the Client in connection with the aforementioned project, according to the terms of this agreement.

1.0 Survey

1.1 The Consultant shall perform field survey work for the existing bridge and roadway approaches, and obtain information needed to complete the bridge survey sheet according to the MnDOT State Aid Manual.

2.0 Hydraulics

2.1 The Consultant shall prepare a hydraulic flood analysis for the stream crossing. The analysis will contain data required by State and Federal agencies, including a risk assessment and a scour analysis. The hydraulic analysis will be based on steady, gradually-varied peak flow conditions for all flood frequency events analyzed.

3.0 Preliminary Design

3.1 The Consultant shall prepare and submit to the Client preliminary design information for recommended replacement options. The preliminary design information will include general features, dimensions, and cost estimates. The anticipated replacement options are: 1) single-span timber bridge, 2) single-span concrete bridge, or 3) multiple lines of culverts.

4.0 Permits and Utility Coordination

4.1 The Consultant shall apply for a MN DNR permit. *The Client shall pay the permit fees.*

4.2 The Consultant shall apply for a U.S. Army Corps of Engineers permit.

4.3 The Consultant shall perform utility investigation and coordination necessary for preliminary and final design.

5.0 Asbestos and Regulated Waste Assessment

5.1 The Consultant shall retain a competent firm, subject to the approval of the Client, to prepare an Asbestos and Regulated Waste Assessment of the existing bridge. *The Client shall pay the fee for the assessment.*

6.0 Soils Coordination

6.1 The Consultant shall retain a competent firm, subject to the approval of the Client, to obtain test borings and determine the foundation conditions at the proposed structure site. The soils firm will prepare a report which will include recommendations for the foundation design of the proposed bridge. *The Client shall pay the fee for the soils testing and report.*

7.0 Bridge Design / Plans

7.1 The Consultant shall prepare one preliminary bridge plan for the proposed structure. The preliminary plan will include general features, dimensions, and basic design requirements. The Consultant shall prepare the preliminary plan according to MnDOT State Aid Standards.

7.2 The Consultant shall prepare final design for the proposed structure. The Consultant shall design the structure to conform to current AASHTO Design Specifications and MnDOT standards.

7.3 The Consultant shall prepare one final detailed bridge plan in digital format and plotted on reproducible material in ink. The Consultant shall prepare the plan according to MnDOT Bridge Design Specifications and MnDOT Standard Specifications for Construction.

7.4 The Consultant shall prepare the Division SB special provisions, construction cost estimate, plan review checklist, and load rating for the proposed structure.

7.5 The Consultant shall submit the plans and supporting documentation to the Client and MnDOT for review and approval.

8.0 Roadway Design / Plans

8.1 The Consultant shall prepare preliminary and final roadway plans in digital format and plotted on reproducible material in ink. These plans will show the geometric design of the roadway, including plan and profile, specific design features in terms of horizontal and vertical alignment, typical section, drainage, erosion control, easements, traffic control, right-of-way, plotting of finished cross-sections, and quantities. We anticipate approximately 400 ft of approach roadway reconstruction will be required for this project (200 ft each end of the bridge).

8.2 If required, the Consultant shall prepare a Storm Water Pollution Prevention Plan (SWPPP).

8.3 The Consultant shall prepare a construction cost estimate and special provisions for the approach roadway construction.

8.4 The Consultant shall submit the plans and supporting documentation to the Client and MnDOT for review and approval.

C COMPENSATION

Compensation in full for the work described in section B Services will be on a Cost Plus (Time and Materials) basis, which includes the Consultant's profit. Section E shows the Consultant's Time and Materials rates, and these rates are a part of this agreement.

Fees and payment for services listed in this agreement will be as follows:

	Services	Estimated Fee
1.0	Survey	$ 4,000.00
2.0→3.0	Hydraulics / Preliminary Design	$ 3,000.00
4.0	Permits & Utility Coordination	$ 850.00
5.0	Asbestos Coordination	$ 100.00
6.0	Soils Coordination	$ 100.00
7.0	Bridge Design / Plans	$ 21,000.00
8.0	Roadway Design / Plans	$ 7,500.00
	TOTAL NOT-TO-EXCEED FEE	**$ 36,550.00**

Conditions and Payment Schedule

The Consultant may request progress payments for "Cost Plus" services while the work is in progress, based on time and materials provided within a specific timeframe. The progress payments are due upon receipt of invoice.

Cancellation: If the Client cancels this agreement, the Consultant may request payment for all work performed up to the cancellation date. The Client shall pay for fully completed work as outlined above. The Consultant will invoice partially completed work on a Time and Materials basis, according to section E Time and Materials Rates. The total amount invoiced for the partially completed work will not exceed the amount which would have been due had the work been fully completed.

Additional Services: If the Client requests that the Consultant provide services not listed in this agreement, or if any additional services are required due to revisions in MnDOT, AASHTO, or Client standards or specifications, then the Consultant may request reimbursement for such services. The Client shall pay the Consultant on a Time and Materials basis, according to section E Time and Materials Rates, unless otherwise agreed to in writing by both the Consultant and the Client.

D TIMELINE

Task		Completion Date
1.0	Survey	April 2021
2.0→3.0	Hydraulics / Preliminary Design	May 2021
4.0	Permits / Utility Coordination	July 2021

Task		Completion Date
5.0	Asbestos Coordination	June 2021
6.0	Soils Coordination	May 2021
7.1	Preliminary Bridge Design / Plans	June 2021
7.2→7.5	Final Bridge Design / Plans	December 2021
8.0	Roadway Design / Plans	December 2021

E TIME AND MATERIALS RATES

TITLE	RATE / HR
Vice President	$ 180.00
Engineering Manager	$ 180.00
Senior Project Engineer / Project Manager	$ 110.00 - $ 130.00
Project Engineer	$ 95.00 - $ 110.00
Design Engineer	$ 80.00 - $ 90.00
Senior Technician	$ 125.00
Engineering Technician	$ 80.00 - $ 90.00
Certified Inspector	$ 90.00 - $ 100.00
Mileage Rate	$ 0.56 / mile
Lodging	$ Actual Cost (room charge / night)
Meals	$ 36.00 per diem, per person

Rates may be adjusted annually to reflect cost of living increases.

GENERAL CONDITIONS

ARTICLE 11 TERMS OF AGREEMENT

A. This Agreement will be effective upon the date set in the Special Conditions, or upon execution and approval by the appropriate COUNTY officials, and the appropriate CONSULTANT officials, which ever event occurs later. This Agreement will remain in effect until the Expiration Date set in the Special Conditions, or until all obligations set forth in this Agreement have been fulfilled to the satisfaction of COUNTY, whichever event occurs first.

B. For delays encountered that are beyond CONSULTANT'S control, and upon written request from CONSULTANT, COUNTY'S Authorized Agent may extend the Work Completion Date, as set forth in the Special Conditions of this Agreement. The length of such time extension will be determined by COUNTY'S Authorized Agent and will not exceed the Expiration Date of the Agreement.

C. It will be CONSULTANT'S responsibility to notify COUNTY'S Project Manager and COUNTY'S Authorized Agent, in writing, if the project will not be completed as scheduled. COUNTY'S Project Manager will have the authority to adjust the schedule, in writing, within the terms of the Agreement.

ARTICLE 12 GOVERNING LAW

This agreement will be interpreted pursuant to Minnesota Law. Any citation to federal or state law incorporates the language of that law into this Agreement as if fully set forth herein.

ARTICLE 13 TERMS OF GENERAL CONDITION

A. Any and all provisions of these General Conditions will remain in force unless they are specifically and deliberately canceled or modified, in writing, by the Special Conditions of This Agreement.

B. To the extent of any inconsistencies between the Special Conditions and these General Conditions, the Special Conditions will control. Minnesota Law supersedes any of the Special Conditions or General Conditions set forth in this Agreement.

ARTICLE 14 TERMS OF PAYMENT

A. Subject to the provisions of the Special and General conditions, all services performed and/or goods satisfactorily supplied by CONSULTANT pursuant to this Agreement will be paid by COUNTY. Compensation will be in accordance with the Special Conditions, ARTICLE 5, Consideration of Payment.

B. If it appears at any time that CONSULTANT will exceed the Total Agreement Amount stated in the Special Conditions of this Agreement, CONSULTANT must notify COUNTY'S Authorized Agent in writing in a timely manner. CONSULTANT will not be compensated for work performed in excess of the Total Agreement Amount without a written, and fully executed, amendment to the Agreement. Any work performed beyond that which is provided for in this Agreement without a prior written amendment signed by COUNTY, will be deemed voluntary and CONSULTANT will not be entitled to compensation for the extra work.

C. If CONSULTANT claims any instructions, latent conditions, or conditions exist that cause extra cost under this Agreement, CONSULTANT must make claim for any extra cost incurred in writing 10 days after such instruction or observance of conditions. Latent conditions are conditions not anticipated by the Special Conditions of this Agreement. Any claim made after this time will be refused and no claim will be valid

unless so made. Any work performed under an amendment to this Agreement that has not been properly approved and executed by the parties, will be performed at CONSULTANT'S own risk. COUNTY'S Authorized Agent will have the sole authority to determine whether any claimed extra costs are reasonable under the circumstances and whether COUNTY will approve the extra costs.

D. COUNTY will not pay overtime rates for any overtime work or services performed by CONSULTANT or subcontractor unless COUNTY'S Authorized Agent has specifically requested CONSULTANT to do so in writing. When specifically authorized by COUNTY'S Authorized Agent, overtime premium pay will be reimbursed as a direct cost for the overtime portion of the hourly rate and is not eligible for overhead costs or profit.

E. Reimbursement for travel and subsistence expenses actually and necessarily incurred by CONSULTANT as a result of performance of this Agreement must not exceed the amount defined in the Special Conditions. CONSULTANT will be reimbursed for travel and subsistence expenses in the same manner and in no greater amount than provided in the current "Mn/DOT Travel Regulations". CONSULTANT will not be reimbursed for travel and subsistence expenses incurred outside STATE of Minnesota unless it has received prior written approval from COUNTY for such out of state travel. State of Minnesota will be considered the home base for determining whether travel is "out of state".

F. The final payment due CONSULTANT will be based on actual acceptable costs as determined by an audit conducted by COUNTY. The audit will be conducted using the Cost Principles and Procedures set forth in the Federal Acquisition Regulations, 48 C.F.R. #31, or as modified by COUNTY policies and procedures. Based upon final audit, the final payment to CONSULTANT may exceed the Total Agreement Amount without amending this Agreement.

ARTICLE 15 PROCEDURES FOR PAYMENT

A. Payments will be made by COUNTY within 30 days of CONSULTANT'S presentation of invoices and progress reports for services performed and the acceptance of such services by COUNTY'S Authorized Agent.

B. Invoices for payment must be submitted by CONSULTANT monthly to COUNTY'S Authorized Agent in the form prescribed by COUNTY. Invoices must identify the cost for the services performed and/or goods delivered for the billing period and must satisfy the requirements listed below:

1. Each invoice must contain the following information: COUNTY Agreement Number, COUNTY agreement invoice number (sequential), billing address if different from business address, and CONSULTANT'S original signature attesting that the invoiced services and costs are new and that no previous charge for those services and/or goods has been included in any prior invoice.

2. Direct non-salary costs allocable to the work under this Agreement, and defined in the Special Conditions of this Agreement, must be itemized and supported with invoices or billing documents to show that such costs are properly allocable to the work. Direct non-salary costs are any costs that are not the salaried costs directly related to the work of the CONSULTANT. Supporting documentation must be provided in a manner that corresponds to each direct cost.

3. The original of each invoice and progress report must be sent to COUNTY'S Authorized Agent for review and payment.

4. CONSULTANT must provide, upon request of COUNTY'S Authorized Agent, the following supporting documentation:

a. Direct salary costs of employees' time directly chargeable for the services performed under this Agreement. This must include a payroll cost breakdown identifying the name of the employee, classification, actual rate of pay, hours worked and total payment for each invoice period; and

b. Signed time sheets or payroll cost breakdown for each employee listing dates and hours worked. Computer generate printouts of labor costs for the project must contain the project number, each employee's name, hourly rate, regular and overtime hours, and the dollar amount charged to the project for each pay period.

C. If CONSULTANT is authorized by COUNTY to use or uses any subcontractors, CONSULTANT must include all the above supporting documentation in any subcontractor's agreement, and CONSULTANT must comply with Minnesota Statutes Section 16A.1245, requiring timely payment by CONSULTANT of subcontractors, penalties for late payments, and defining costs the subcontractor must be awarded if the subcontractor prevails in a lawsuit.

D. CONSULTANT must require subcontractor's invoices to follow the same form and contain the same information as set forth in ARTICLE 15.B above.

ARTICLE 16 CONDITIONS OF PAYMENT

A. All services and/or goods provided by CONSULTANT pursuant to this Agreement must be performed to the satisfaction of COUNTY and in accordance with the following:

1. All current applicable federal, state, and local laws, ordinances, rules and regulations.

2. All current STATE standards, policies and practices.

B. CONSULTANT will not receive payment for work determined by COUNTY'S Authorized Agent to be unsatisfactory, or performed in violation of federal, state, or local laws, ordinances, rules or regulations.

C. RETAINAGE: Pursuant to Minnesota Statutes Section 16C.08, subdivision 5(b), no more than ninety percent (90%) of the compensation due under this Agreement may be paid until the final produces) of this Agreement have been reviewed by the Itasca County Board of Commissioners. The balance due and owing will be paid at the time that the Itasca County Board of Commissioners determines that Consultant has satisfactorily fulfilled all the terms of this Agreement.

All services and/or goods covered by progress payments made by COUNTY will become the sole property of COUNTY. This provision must not be construed as relieving CONSULTANT from sole responsibility for all material and work upon which payments have been made or the restoration of any damaged work or as waiving the right of COUNTY to require the fulfillment of all of the terms of this Agreement.

D. Nothing in this Agreement must be construed in any way to operate or relieve CONSULTANT from its obligation to complete the services and/or deliver any goods described in this Agreement for a sum not to exceed that set forth in the Special Conditions.

ARTICLE 17 CONSULTANT'S KEY PERSONNEL

A. CONSULTANT'S key personnel specified by name and title in the Special Conditions will be considered essential to the work being performed.

B. If, for any reason, substitution of a key person becomes necessary, CONSULTANT must provide two weeks'

advance written notification of the substitution to COUNTY'S Authorized Agent. The written notification must include the proposed successor's name and a resume of his/her qualifications. COUNTY'S Authorized Agent will have the right to approve or reject the proposed successor.

ARTICLE 18 ASSIGNMENT

A. CONSULTANT may neither assign nor transfer any rights or obligations under this Agreement without prior written authorization from COUNTY'S Authorized Agent. The written authority will in no way relieve CONSULTANT from the primary responsibility for performance of the services and/or delivery of the goods specified in this Agreement.

ARTICLE 19 SUBCONTRACTS

A. CONSULTANT must require all subcontractor agreements to contain all appropriate terms and conditions of this Agreement, including Articles 11 through 12, Articles 14 through 16, Article 17, Articles 19 through 35, and Articles 37 and 38, as they apply to the subcontractor. The use of subcontractors does not relieve the CONSULTANT from performing and delivering the work stated in the Agreement.

B. COUNTY'S Authorized Agent must review, and accept for compliance with the General and Special Conditions of this Agreement, all subcontractor agreements exceeding $10,000.00 prior to the execution of any such subcontractor agreement. COUNTY'S Authorized Agent has the authority to reject any subcontractor agreement that does not comply with the General and Special Conditions of this Agreement.

C. A copy of any and all subcontractor agreements must be returned to COUNTY'S Authorized Agent after execution of the subcontractor agreement and prior to work starting under the subcontractor agreement.

ARTICLE 20 AMENDMENTS, CHANGE ORDERS, MERGER, AND COUNTERPARTS

A. Amendments to this Agreement will be considered only for unforeseen work or services that were excluded in the Scope of Work of the Special Conditions and that are considered essential to the work. Any written claim made by the CONSULTANT for extra work or costs under this Agreement that has been approved by COUNTY'S Authorized Agent must be evidenced by an amendment to this Agreement. Amendments must be in writing and executed and approved by the same parties and officials who executed and approved the original Agreement, or their successors in office. CONSULTANT must notify COUNTY'S Project Manager in writing if CONSULTANT will be delayed in any way from completing the project under this Agreement.

B. The work to be done in connection with this Agreement may be changed at the request of COUNTY, with the mutual concurrence of CONSULTANT. Any change will be clearly and fully defined in writing and approved by both parties. Change orders must be consistent with the basic purpose of this Agreement and within the general Scope of Services identified in the Special Conditions. Changes in the Total Agreement Amount or the Agreement Expiration Date are not permitted in a change order.

C. This Agreement, including all items incorporated by reference, contains all negotiations and agreements between CONSULTANT and COUNTY. No other understanding, whether written or oral, regarding this Agreement, may be used to bind either party.

D. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same agreement.

ARTICLE 21 AFFIRMATIVE ACTION

A. Pursuant to Minnesota Statutes Section 363.073, for agreements in excess of $100,000.00 CONSULTANT certifies that it has received a certificate of compliance from the Commissioner of Human Rights or provided COUNTY with a letter of exemption.

B. CONSULTANT certifies that it is an equal opportunity employer and complies with Title VI of the Civil Rights Act of 1964, and the President's Executive order no. 11246 as amended by Executive Order No. 11375. Accordingly, 49 C.F.R. 21 through Appendix C and 23 C.F.R. 710.405(b) will be applicable.

ARTICLE 22 COMPLIANCE WITH LICENSES, PERMITS, AND OTHER REGULATIONS

A. CONSULTANT must procure all licenses, permits, or other rights necessary to fulfill its obligations under this Agreement in compliance with all applicable federal and state laws.

ARTICLE 23 AUDITS AND INSPECTIONS

A. The books, records, documents and accounting procedures and practices of CONSULTANT relevant to this Agreement are subject to examination by COUNTY and/or Legislative Auditors, as appropriate, for a minimum of six years. All required records must be maintained for at least three years after final payment is made under this Agreement.

B. Duly authorized representatives of COUNTY (and the Federal Highway Administration, if federal funds are involved) have the right to inspect the work of CONSULTANT under this Agreement, during regular working hours, whenever it is deemed necessary to do so.

C. Work Effort Audits:

1. COUNTY may conduct work effort audits for the various work tasks described in the Special Conditions. Audits will be randomly selected for completed work tasks. Audits will include work effort reviews and effort level analysis to determine the reasonableness of the hours charged.

2. CONSULTANT must maintain work effort progress reports showing work tasks, hours worked on the task by the various personnel assigned to this work and work effort performed by subcontractors assigned to the tasks.

ARTICLE 24 DATA PRACTICES AND INTELLECTUAL PROPERTY

A. CONSULTANT must comply with the Minnesota Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by COUNTY in accordance with this Agreement and as it applies to all data created, gathered, generated, or acquired in accordance with this Agreement.

B. Any reports, studies, photographs, negatives, or other documents prepared by CONSULTANT in the performance of its obligation under this Agreement will be the exclusive property of COUNTY. All such materials must be remitted to COUNTY by CONSULTANT upon completion or cancellation of this Agreement. Without the prior written consent of COUNTY, CONSULTANT must not use, willingly allow, or cause to have such materials used for any purpose other than performance of CONSULTANT'S obligations under this Agreement.

C. Unless otherwise directed by COUNTY, the originals of reports, drawings, work sheets, plans, field notes, computations, and other project data must be relinquished to COUNTY:

1. Upon written notice of completion or cancellation of this Agreement
2. Upon written notification by COUNTY
3. Prior to final payment by COUNTY to CONSULTANT for this Agreement

ARTICLE 25 LIABILITY

Subject to the provisions of Minnesota Statutes Section 337.02, CONSULTANT must indemnify, save and hold COUNTY, its agents, and employees harmless from any and all claims or causes of action, including all attorney's fees incurred by COUNTY, arising from the negligent performance of this Agreement by CONSULTANT or CONSULTANT'S agents or employees. This clause will not be construed to bar any legal remedies CONSULTANT may have for COUNTY'S failure to fulfill its obligations pursuant to this Agreement.

ARTICLE 26 WORKER'S COMPENSATION

Any and all employees of CONSULTANT, including its subcontractors, or other persons while engaged in the performance of any work or services required by CONSULTANT under this Agreement, will not be considered employees of COUNTY. Any and all claims that may arise under the Workers' compensation Act of Minnesota on behalf of said employees, or other persons while so engaged, and any and all claims made by any third party as a consequence of any act or omission on the part of CONSULTANT'S employees, or other person while so engaged on any of the work or services to be rendered, will in no way be the obligation or responsibility of COUNTY. Pursuant to Minnesota Statutes 176.182, acceptable evidence of compliance with Workers' Compensation insurance coverage requirements must be presented to COUNTY before COUNTY may enter into a contract with CONSULTANT.

ARTICLE 27 INSURANCE

A. A certificate of insurance for each type of insurance required under this Agreement must be filed with COUNTY'S Authorized Agent within 30 days of execution of this Agreement and prior to commencement of any work under this Agreement. Each policy must contain a 10 day notice of cancellation, non-renewal, or material change to all named and additional insured.

B. CONSULTANT must maintain and furnish satisfactory evidence of the following insurance policies with MINIMUM coverage set at the liability limits for COUNTY, as set forth in Minnesota Statutes Section 466.04, or any subsequent legislative modification to these liability limits:

   1. CONSULTANT must furnish satisfactory evidence of insurance from loss by any means of all data furnished to CONSULTANT by COUNTY, and for partially completed data for which COUNTY has made payment.

   2. Workers' Compensation Insurance: CONSULTANT will provide Workers' Compensation insurance for all CONSULTANT employees and, in case any work is subcontracted, CONSULTANT will require the subcontractor to provide Workers' Compensation insurance in accordance with the statutory requirements of COUNTY of Minnesota, and including Coverage B, Employer's Liability, at limits not less than $500,000.00 bodily injury by disease per employee; $500,000.00 bodily injury by disease aggregate; and $500,000.00 bodily injury by accident. Evidence of subcontractor's insurance shall be filed with the CONSULTANT.

   3. Commercial General Liability: CONSULTANT will maintain insurance protecting CONSULTANT from claims for damages for bodily injury, including sickness or disease, death and for care and loss of services as well as from claims for property damage including loss of use which may arise from operations under this Agreement whether such operations be by CONSULTANT or by a subcontractor or by anyone directly or indirectly employed under this Agreement.

CONSULTANT agrees to have and keep in force insurance in the Minimum amounts listed below:

General Aggregate	$3,000,000
Products – Completed Operations Aggregate	$3,000,000
Personal and Advertising Injury – Each Occurrence	$1,500,000
Combined Bodily Injury and Property Damage	$1,500,000

Name COUNTY as an Additional Insured

4. Commercial Automobile Liability: CONSULTANT will maintain insurance protecting CONSULTANT from claims for damages for bodily injury, including sickness or disease, death, and for care and loss of services, as well as from claims for property damage including loss of use which may arise from operations under this Agreement whether such operations were by CONSULTANT or by subcontractor or by anyone directly or indirectly employed under this Agreement. Unless otherwise specified within this Agreement, the CONSULTANT insurance minimum amounts will be $1,500,000 – combined single limit each occurrence for bodily injury and property damage covering Owned, Hired, and Non-owned automobiles. Itasca County shall be named as an additional insured.

5. Professional/Technical, Errors and Omissions, and/or Miscellaneous Liability Insurance:

   CONSULTANT insurance minimum amounts will be $2,000,000 per claim and $2,000,000 annual aggregate.

   CONSULTANT must submit a certified financial statement which provides evidence that CONSULTANT has adequate assets to cover any deductible which applies to this policy.

   This policy will provide coverage for all claims CONSULTANT will become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to CONSULTANT'S professional services required under this Agreement.

6. For work on railroad property, CONSULTANT must obtain Railroad Protective Liability Insurance in accordance with Mn/DOT Specification 1708.2 (2005 Edition) or any subsequent changes or modifications to this specification.

C. CONSULTANT must obtain insurance policies from an insurance company having a "AM BEST" rating of A-VIII or better.

D. COUNTY reserves the right to immediately rescind this Agreement if CONSULTANT is not in compliance with the insurance requirements and retains all rights to pursue any legal remedies against CONSULTANT. All insurance policies must be open to inspection by COUNTY, and copies of policies must be submitted to COUNTY'S Authorized Agent upon written request.

ARTICLE 28 DELIVERABLE STANDARDS

A. COUNTY will have the authority to disapprove or reject services and/or goods that are defective. CONSULTANT will be responsible for the accuracy of the work under this Agreement and must make immediate, necessary revisions, repairs, or corrections without compensation resulting from errors and omissions on the part of CONSULTANT.

Services and/or goods delivered under this Agreement must be in accordance with applicable federal or state standards and/or specifications and must be of a quality that is satisfactory to COUNTY'S Authorized Agent,

whose determination as to quality will be final and conclusive. Acceptance of the services and/or goods by COUNTY will not be considered a waiver of any provision of this Agreement and will not relieve CONSULTANT of the responsibility for subsequent correction of any such errors or omissions and the clarification of any ambiguities.

In the event revisions, repairs, or corrections to the deliverables must be made, CONSULTANT must invoice COUNTY for any employee's time necessary to revise, repair or correct errors or omissions at a rate of zero (0) dollars per hour for the number of hours necessary to perform the work.

B. The services and/or goods provided to COUNTY by CONSULTANT must be of such quality that they are suitable for their intended purpose.

C. Time is of the essence, with respect to this Agreement. In the event CONSULTANT fails to perform its duties by the time fixed for the completion of the work, COUNTY may elect to immediately cancel this Agreement.

D. Neither party will be held responsible for delay or failure to perform when such delay or failure is due to any of the following, unless the act or occurrence could have been reasonably foreseen and reasonable action could have been taken to prevent the delay or failure, fire flood, epidemic, strikes, wars, acts of God, unusually severe weather, or delays or defaults caused by public carriers, provide the defaulting party gives written notice as soon as possible to the other party of the inability to perform.

ARTICLE 29 PRINTING, PAPER STOCK, AND INK REQUIREMENTS

If this Agreement results in reports or documents paid for by COUNTY, CONSULTANT must comply with Minnesota Statutes Sections 16B.121, 122, 124, 125 for the purchase of printing, paper stock, and printing ink.

ARTICLE 30 ANTITRUST

CONSULTANT assigns to COUNTY any and all claims for overcharges as to services and/or goods provided in connection with this Agreement resulting from alleged antitrust violations which arise under the antitrust laws of the United States and STATE of Minnesota.

ARTICLE 31 PUBLICITY

Any publicity given to the program, publications, or services provided resulting from this Agreement, including, but not limited to, notices, informational pamphlets, press releases, research, reports, signs and similar public notices prepared by or for CONSULTANT or its employees individually or jointly with others, or any subcontractors must identify COUNTY as the sponsoring agency and must not be released without prior approval by COUNTY'S Authorized Agent, unless such release is a specific part of an approved work plan included in this Agreement.

ARTICLE 32 OFFICIALS NOT TO BENEFIT

A. Without prior written consent of COUNTY, CONSULTANT must not employ any professional or technical personnel who are or have been at any time during the time period of this Agreement in the employ of COUNTY, except retired COUNTY employees, without written consent from COUNTY.

B. CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for CONSULTANT, to solicit or secure this Agreement, and that CONSULTANT has not paid or agreed to pay any company or person, other than a bona fide employee working for CONSULTANT, any fee, commissions, percentage, brokerage fee, gifts or any other consideration,

contingent upon or resulting from the award of making of this Agreement.

ARTICLE 33 CANCELLATION

A. This Agreement may be immediately canceled by COUNTY, at any time, with or without cause, upon written notice to the CONSULTANT. In the event of such cancellation CONSULTANT will be entitled to payment, determined on pro rata basis, for services and/or goods satisfactorily performed or delivered.

B. In the event COUNTY cannot or does not obtain funding from the Minnesota Legislature, or funding cannot be continued at a level sufficient to allow for the purchasing of the services and/or goods contained herein, this Agreement may be immediately canceled, at COUNTY'S option, by written notice of cancellation delivered in person, by mail, or facsimile to CONSULTANT at the address specified in this Agreement. COUNTY will not be obligated to pay for any services and/or goods provided by CONSULTANT after such notice of cancellation.

ARTICLE 34 ERRORS OR OMISSIONS

A. CONSULTANT will be responsible for the accuracy of the work and must promptly make necessary revisions or corrections resulting from CONSULTANT'S errors, omissions, or negligent acts without additional compensation. Acceptance of the work by COUNTY will not relieve CONSULTANT of the responsibility for subsequent correction of any errors or omissions or for clarification of any ambiguities.

It is understood by the parties that COUNTY will rely on the professional performance and ability of the CONSULTANT. Any examination by COUNTY, or any acceptance or use of the work product of the CONSULTANT will not be considered to be a full and comprehensive examination and will not be considered an approval of the work product of the CONSULTANT which would relieve the CONSULTANT from any liability or expense that could be connected with the CONSULTANT'S sole responsibility for the property and integrity of the professional work to be accomplished by the CONSULTANT pursuant to this Agreement.

B. At any time during construction or any phase of work performed by others based on data provided by CONSULTANT, CONSULTANT must confer with COUNTY when necessary for the purpose of interpreting the information secured and/or to correct any errors and/or omissions made by CONSULTANT. CONSULTANT must prepare any and all plans or data needed to correct the errors and/or omissions without added compensation, even though final payment may already have been received by CONSULTANT. CONSULTANT must give immediate attention to these changes so there will be minimal delay to the construction or other work as referenced.

C. If errors, omissions and/or negligent acts are made by CONSULTANT in any phase of the work, the correction of which may require additional field or office work, CONSULTANT will be promptly notified by COUNTY and will be required to perform such additional work as may be necessary to correct these errors, omissions and/or negligent acts without undue delay and without additional cost to COUNTY. If the CONSULTANT is aware of any errors, omissions and/or negligent acts made in any phase of the work, the corrections of which may require any additional field or office work, CONSULTANT must promptly perform such additional work as may be necessary to correct these errors, omissions and/or negligent acts without undue delay and without additional cost to COUNTY.

D. CONSULTANT will be responsible for any damages incurred as a result of its errors, omissions, and/or negligent acts and for any loss or cost to repair or remedy CONSULTANT'S errors, omissions and/or negligent acts. Acceptance of the work by COUNTY will not relieve CONSULTANT of the responsibility for subsequent correction of any such errors, omissions and/or negligent acts, or of liability for loss or damage

resulting therefrom.

E. CONSULTANT must respond to COUNTY'S notice of any errors and/or omissions within 24 hours and give immediate attention to these corrections to minimize any delays to the CONSULTANT. Notification will be by telephone, followed by Certified Mail. CONSULTANT may be required to make a field review of the project site, as defined in the Special Conditions, if directed by COUNTY'S Authorized Agent and CONSULTANT may be required to send personnel to the appropriate COUNTY office as part of correcting any errors and/or omissions.

ARTICLE 35 QUALITY ASSURANCE AND QUALITY CONTROL

Prior to approval and execution of this Agreement, CONSULTANT must have a Quality Assurance and Quality Control (QA/QC) Program. During the term of this Agreement, CONSULTANT must adhere to CONSULTANT'S QA/QC Plan, which was prepared by CONSULTANT and accepted by COUNTY'S Authorized Agent, for this Agreement. THE QA/QC Plan is incorporated into this Agreement by reference. With each deliverable submitted to COUNTY pursuant to this Agreement, CONSULTANT must certify in writing to COUNTY'S Authorized Agent that there was compliance with the QA/QC Plan. COUNTY may cancel this Agreement for CONSULTANT'S failure to follow the QA/QC Plan for this Agreement.

ARTICLE 36 DISPUTES

COUNTY'S Authorized Agent will be the initial interpreter of the requirements of this Agreement and will judge the acceptability of the work hereunder. Claims, disputes and other matters relating to the acceptability of the work will be referred in writing to COUNTY'S Authorized Agent, with a request for a formal decision to be rendered in writing within a reasonable time. Written notice of each claim, dispute, or other matter must be delivered by CONSULTANT to COUNTY'S Authorized Agent within fifteen (15) days of the occurrence of the event giving rise to the claim, dispute, or other matter. Written supporting data must be submitted to COUNTY'S Authorized Agent within forty-five (45) days of each such occurrence, unless COUNTY'S Authorized Agent allows an additional period of time to ascertain more accurate data.

The rendering of a decision by COUNTY'S Authorized Agent will be a condition precedent to CONSULTANT'S exercise of such rights and remedies as it may have under this Agreement or at law in respect to any claim, dispute, or other matter.

ARTICLE 37 FEDERAL CLAUSES

A. If Federal Funds are involved with this Agreement, the following additional conditions apply:

B. CONSULTANT warrants and represents that COUNTY and the Federal HighwayAdministration will have a royalty-free, nonexclusive and irrevocable license to reproduce, publish, or otherwise use for federal, COUNTY, or local government purposes, any patentable subject matter or copy rightable materials developed, or any rights of copyright to which COUNTY has purchased ownership, under this Agreement.

When applicable, the patent rights provisions of 48 C.F.R. 27 will apply to this Agreement regarding rights to inventions. Such provisions are incorporated by reference and must be incorporated in all subcontracts by reference.

C. Federal-Aid Agreements: CONSULTANT acknowledges that by signing this Agreement, it certifies to the best of its knowledge and belief:

1. That no Federal appropriated funds have been paid or will be paid, by or on behalf of

CONSULTANT, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract; or the making, extension, continuation, renewal, amendment, or modification of any Federal grant, load, or cooperative agreement.

2. That if any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, CONSULTANT must complete and submit Standard Form -LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

3. That this certification is a material representation of fact upon which reliance was placed when this transaction was made or entered. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification will be subject to a civil penalty.

4. That is must require that the language of this certification be included in all lower tier subcontracts, which exceed $100,000.00 and that all such subcontractors must certify and disclose accordingly.

D. CONSULTANT must comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean air Act 42 U.S.C. 7606; Section 508 of the Clean Water Act, 33 U.S.C. 1368; Executive order 11738, and all applicable regulations promulgated by the United States Environmental Protection Agency.

E. CONSULTANT must comply with the mandatory standards and policies in COUNTY Energy Conservation Plan, Minnesota Statute Chapter 116J, issued in compliance with the Energy Policy and conservation Act, 42 U.S.C. 6201 et seq.

ITASCA COUNTY
BOARD OF COMMISSIONERS
Itasca County Courthouse
123 NE 4th Street
Grand Rapids, MN 55744

Tuesday, March 2, 2021

REQUEST FOR BOARD ACTION: RBA-2021-1362

DEPARTMENT: Transportation
PRESENTER: Rachel Metelak

TIME REQUESTED: < 5 Minutes

AGENDA ITEM:
Bridge Design Consultant Services - CR 336

BOARD ACTION REQUESTED:
Authorize the County Engineer to enter into a professional technical service contract with LHB to provide bridge design services for a bridge replacement on CR 336 over the Prairie River and authorize the County Engineer to execute the contract documents.

BACKGROUND:
Bridges 7108 and 93290 on CR 336 over the Prairie River are deficient and will be replaced as part of our planned 2022 road construction projects. Previously LHB provided a feasibility study showing that the two existing bridges can be replaced with one new bridge. It is necessary to contract design services to replace the bridges. We have requested a proposal from LHB for the design services and they have responded with a proposal that is acceptable from the Transportation Department's perspective, see attached. LHB has provided design service in the past and it is recommended that they be used for these projects.

This is the standard Professional Technical Contract that the department uses and has been through Attorney review in the past.

COUNTY ATTORNEY REVIEW: NA

SUPPORTING DOCUMENTATION:
1. CR 336 Twin Bridges Professional Technical Contract Part 2 - UNSIGNED

03/02/2021

RESULT:	**RECOMMENDED FOR CONSENT**	**NEXT: 03/09/2021 2:30 PM**

ITASCA COUNTY
PROFESSIONAL TECHNICAL (no county employees) SERVICES

This Contract is between Itasca County and LHB, Inc., 21 West Superior Street, Suite 500, Duluth, MN 55802.

WHEREAS, the County Board of Commissioners is empowered to engage such assistance as deemed necessary, and

WHEREAS, County does not have available necessary and qualified personnel to conduct the services as describe herein, and

WHEREAS, CONSULTANT represents that it is duly qualified and agrees to perform all services in this Contract.

NOW, THEREFORE it is agreed that CONSULTANT, who is not a County employee, will perform the work under this Contract, including the Special and General Contracts and Exhibit A or any other conditions which are hereby attached and incorporated.

Effective Date: March 9, 2021 or the date that all required signatures are obtained by County whichever is later.

Expiration Date: December 31, 2022.

IN WITNESS WHEREOF, the parties have executed this contract intending to be bound.

CONSULTANT

By:_____
LHB, Inc.

By:_____
LHB, Inc.

ITASCA COUNTY

By:_____
Itasca County
Karin Grandia
County Engineer

Consultant's Signature Acknowledgement
This instrument was acknowledged before me this ____day of _____

by_____the _____ and

(name) (title)

by_____the _____ and

(name) (title)

of LHB, Inc.

_____
Notary Public

SPECIAL CONDITIONS

INTRODUCTION

The services to be provided under this Agreement are for a bridge design in Itasca County in connection with bridge numbers 7108 and 93290 located on County Road 336 over the Prairie River.

Bridge 7108 built in 1953 is presently classified as structurally deficient with an NBI Structure Evaluation Code of 4. Bridge 93290, which is in somewhat better condition, lies immediately adjacent to Bridge 7108. Due to the proximity of the two bridges a replacement study was performed to determine the feasibility of replacing one, or both structures. It was determined that replacing both structures with a single, longer bridge was the preferable option.

ARTICLE 1 TERM OF AGREEMENT:

A.	Effective Date:	March 9, 2021 or the date that all required signatures are obtained by the County, whichever is later.
B.	Work Completion Date:	December 31, 2021
C.	Expiration Date:	December 31, 2022

ARTICLE 2 SCOPE OF WORK:

A. SURVEY

a. The Consultant shall review previously acquired survey data to ensure it includes the information necessary to complete the bridge survey sheets in accord with Section 5-892.271 of the Minnesota Department of Transportation State-Aid Manual.

b. All existing utilities shall be located to a quality level B as defined and in accordance with MN Statutes Section 216D.01, subdivision 12.

c. Survey work includes the following:

i. Proposed centerline alignment and elevations.

ii. Roadway cross sections at least every 50 feet.

iii. Collect information and measure existing topography, underground and overhead utilities and any other features affecting the project, including property fences, buildings, driveways, trees, etc.

iv. The Contractor shall tie the survey into U.S.G.S. sea level datum and to monumentation sufficient to develop legal descriptions to obtain highway easements.

B. HYDRAULICS

a. The Consultant shall review and update previously prepared hydraulic calculations, studies and reports to include the features and geometry of the bridge proposed for the stream crossing. The study shall contain data normally required by State and Federal agencies, including a hydraulic analysis, risk assessment and a scour analysis. The analyses shall be prepared using conventional Hydraulics of Bridge Waterways routines.

C. PRELIMINARY DESIGN

a. The Consultant shall prepare and submit to the County one preliminary design for the selected structure, including general features, dimensions, and basic design requirements. The design shall contain sufficient detail to be used in reports and applications for permits required of the County.

b. The Consultant shall, at the request of the County, provide a representative to attend reviews, hearings, meetings and other presentations scheduled during the design phase of the Project.

D. REPORTS

a. If required by the County, the Contractor shall prepare a Design Exception Request. Copies of Request and its disposition shall be filed with the County
b. The Consultant shall prepare an Asbestos and Regulated Waste Assessment of the existing bridge.

E. PERMITS

a. If required, the Consultant shall apply for a permit from the Minnesota Department of Natural Resources. Permit fees shall be paid by the County. A copy of each permit obtained in connection with this project should be filed by the Consultant with the County.
b. The Consultant shall apply and obtain necessary wetland and protected water permits and submit copies of the final permit and applications to the County. The permits should cover wetland impacts related to the bridge construction and any associated approach work. The permit application shall be through the "Joint Notification Form" used by the SWCD, DNR and the Corp of Engineers.

F. SOILS

a. The Consultant shall recommend and retain, subject to the approval of the County, a competent Soils Engineering firm to obtain test borings and determine the foundation conditions at the site of the proposed structure. The cost of the subsurface soils testing shall be invoiced directly to the County by the Soils Engineering firm.
b. The County will require insurance and proof of insurance from the Soils Engineering Firm including workmen's compensation insurance, liability insurance and motor vehicle coverage.

G. PLANS

a. The Consultant shall prepare and submit to the County one preliminary bridge plan, which shall include general features, dimensions, and basic design requirements for the proposed structure. The preliminary plan shall be prepared in accordance with State-Aid 5-892.200, and shall also conform to the State Aid and Federal Highway Administration Standards that are in effect on the date the preliminary plans are submitted to the Minnesota Department of Transportation by the County or the Consultant.
b. When directed by the County the Consultant shall prepare an engineering design for the selected structure. The structural design shall conform to the current American Association of State Highway and Transportation Official's Design Specifications and shall also conform to the State Aid and Federal Highway Administration Standards that are in effect on the date the preliminary plans are approved by the Minnesota Department of Transportation.
c. The Consultant shall prepare one final detail bridge plan on the best-grade reproducible material in ink, drawing to conventional scales on 11" x 17"sheets with inside borderlines and a 3/4" margin between the borderline and the left-hand side of the sheet. The plan sheet shall be prepared in accordance with Minnesota Department of Transportation, MnDOT, bridge design specifications. Construction requirements of the Minnesota Department of Transportation's Standard Specifications for Construction, 2005 edition shall be incorporated into the plans.
d. The Consultant shall prepare a complete construction cost analysis for the proposed structure for use by the county in preparing a bid proposal. The Consultant shall also prepare special bid specifications outlining any special requirements regarding construction of the structure that are not covered by the plan or in the Minnesota Department of Transportation Standard Specifications for Construction.
e. The Consultant shall present the final design to the State-Aid Engineer.
f. The Consultant shall complete and submit to the County
g. The Consultant shall prepare the load rating sheet report as required by the Minnesota Department of Transportation and submit the report to the County.
h. The Consultant shall assist with the letting of bids including preparation of an abstract of the bids which shall be submitted to the County.
i. The Consultant shall provide to Itasca County a copy of the final design in computer drawing format. These drawings shall be the property of Itasca County.

H. ROADWAY DESIGN AND PLAN PREPARATION

a. The Consultant shall assemble all existing survey data and incorporate such data into the preparation of the Roadway Design.

b. The Consultant shall prepare layouts showing the geometric design of the roadway and this plan will show plan and profile, specific design features in terms of horizontal and vertical Alignment, typical section, width, access control, right-of-way, plotting of finished cross-sections, quantities, special provisions, and other factors related to geometric design.
c. The above work shall be plotted on best grade drafting media ink.
d. The Consultant shall prepare cost estimates that include a listing, by major categories, of all expenses associated with the proposed project. The list of categories must correspond to each line of the chart set forth in paragraph 9.3 below. Such cost estimates shall represent a limit for the cost to the County of the work to be done by the Consultant for the County in connection with this contract unless by agreement of the parties, a specific exception is made in writing. If it should be necessary to compute the amount of compensation owing from the County to the Consultant because this agreement has been cancelled before completion pursuant to paragraph 9.4 below, the estimates of the Consultant prepared pursuant to this paragraph shall be deemed to be the amount which would have been due had the work been fully completed. A chart of these cost estimates shall be attached to this instrument as Exhibit "C".
e. It is the intent of this agreement that the Roadway Plans shall embody the design standards in use by the Minnesota Department of Transportation at the time the design work for the plans is being performed.

ARTICLE 3 ITEMS PROVIDED AND/OR COMPLETED BY COUNTY:

A. The following will be provided and/or completed by COUNTY
1. Property owner information

ARTICLE 4 DELIVERABLES BY CONSULTANT:

A. COUNTY'S Authorized Agent has the authority to update and adjust all project schedules when necessary.

ARTICLE 5 CONSIDERATION OF PAYMENT:

A. Consideration of all services performed and goods or materials supplied by CONSULTANT will be paid by COUNTY on an Hourly, Not to Exceed dollar amount as specified in contract.

B. CONSULTANT shall provide invoices on a monthly basis.

ARTICLE 6 TERMS OF PAYMENT:

A. CONSULTANT will use the COUNTY approved "Invoice" when submitting invoices on a monthly basis.

B. Retainage: Payments to CONSULTANT will be made based on invoices submitted monthly.

C. CONSULTANT will submit to COUNTY a monthly progress report with the invoice summarizing work complete to date.

D. Definition of "hourly not to exceed": CONSULTANT shall be paid for every hour that employees of the CONSULTANT are actually performing work in the project. The hourly rates for all employees are provided by the CONSULTANT in Attachment 1A. CONSULTANT shall be reimbursed for actual expenses incurred for materials, approved travel expenses, equipment rental, permits, licenses, etc. The entire above are subject to the "not to exceed" amount in the Contract.

E. HOURLY RATE: Compensation in full for the work described in paragraphs listed below as "Hourly Rate" shall be on an hourly rate basis which includes the CONSULTANT'S overhead, and in addition, the CONSULTANT'S expenses directly related to the agreement will be compensated. The Hourly Rate Schedule A is attached to and made a part of this agreement.

ARTICLE 7 AGREEMENT PERSONNEL:

A. CONSULTANT'S key personnel, as defined in Article 17 of the General Conditions:

1. Name: Jon W. Siiter, PE
   Title: Principal Manager
   Address: 21 West Superior Street, Suite 500
   Duluth, MN 55802
   Phone: 218-727-8456

ARTICLE 8 COUNTY'S AUTHORIZED AGENT AND PROJECT MANAGER

A. COUNTY'S Authorized Agent, or his/her successor, will be:

Name: Karin Grandia, P.E.
Title: Itasca County Engineer
Address: 123 4th Street N.E.
Grand Rapids MN 55744
Phone: 218.327.7389

COUNTY'S Authorized Agent will have final authority to accept or reject CONSULTANT'S services and/or goods. If such services and/or goods are acceptable and satisfactory, COUNTY'S Authorized Agent will certify each invoice submitted by CONSULTANT.

B. COUNTY'S Project Manager, or his/her successor, for this Agreement will be:

Name: Rachel Metelak, PE
Title: Transportation Engineer
Address: 123 4th Street N.E.
Grand Rapids MN 55744
Phone: 218.327.0685

COUNTY'S Project Manager will sign progress reports, review billing statements, make recommendations to the COUNTY'S Authorized Agent for acceptance or rejection of CONSULTANT'S goods or services and make recommendations to the CONSULTANT'S Authorized Agent for certifications for payment of each invoice submitted by CONSULTANT.

ARTICLE 9 MODIFICATIONS OF THE GENERAL CONDITIONS

None

ARTCLIE 10 ADDITIONAL PROVISIONS

A. Arbitration. Any dispute or disagreement between the parties arising out of or related to this Agreement shall be in the District Court Ninth Judicial District of the State of Minnesota and resolved by arbitration in Itasca County, Minnesota, USA under the rules in effect of the American Arbitration Association. Judgment upon award may be entered in and court of competent jurisdiction.

EXHIBIT A
DETAILED SCOPE OF WORK AND DELIVERABLES
(NOT TO EXCEED)

"Exhibit A"

FEE ESTIMATE WORKSHEET
LHB Labor Summary

Project Name: **CR 336 Twin Bridges - Design Phase**
Client: **Itasca County**
Preparer: **JWS**

Assumed 250' Long, Horizontally Curved, Three Span PCB Bridge & 400' of Rural Approach Roadway (Paved), Sem-Integral Abutments, Pile Bent Piers with Walls. A Detour is Available

Project Breakdown - Task Description	P1 Project Principal	P3 Project / Disc. Mgr.	P8 Hydr Eng.	P9 Design Eng.	P9 Eng. LA/Perm	T2 Sr. Tech Designer	P1 Land Surveyor	A1 Admin. Assist.	Total Labor Costs
Average Labor Rate:	$180	$175	$121	$119	$130	$109	$155	$65	($)
Task 1 - Project Development									
Gather Information									$0
Hydraulic Study & Risk Assessment (Update for Bridge)			8.00						$968
Storm Water Computations									$0
Alignment, Staging & Structure Type Review									$0
ROW/TE Recommendations		2.00		2.00		8.00			$1,460
Field Survey									$0
Wetland Delination (Travel, TEP Review Onsite, Delin.)					*16.00*				*$2,080*
Permitting (MPARS, Reporting, Mapping)					*8.00*				*$1,040*
									$0
Task 2 - Preliminary Bridge Design & Plans									$0
General Plan & Elevation		2.00		4.00		8.00			$1,698
Bridge Layout				4.00		6.00			$1,130
Bridge Survey		2.00		2.00		6.00			$1,242
Bridge Survey - Plan & Profile				2.00		4.00			$674
									$0
Task 3 - Final Bridge Design & Plans									$0
General Plan & Elevation		3.00		6.00		8.00			$2,111
Bridge Layout & Statement of Est. Quant.		1.00		12.00		16.00			$3,347
West Abutment Geom. Plan & Elevation		1.00		6.00		8.00			$1,761
West Abutment Reinf. Plan & Elevation		1.00		8.00		16.00			$2,871
West Abutment Wingwall Details				6.00		8.00			$1,586
East Abutment Geom. Plan & Elevation		1.00		6.00		8.00			$1,761
East Abutment Reinf. Plan & Elevation		1.00		8.00		16.00			$2,871
East Abutment Wingwall Details				6.00		8.00			$1,586
Abutment Sections and Details				6.00		8.00			$1,586
Abutment Quantities and Bill of Reinforcement		1.00		8.00		16.00			$2,871
Pier 1 Geometrics		1.00		6.00		12.00			$2,197
Pier 1 Reinforcement		2.00		10.00		16.00			$3,284
Pier 2 Geometrics		1.00		6.00		12.00			$2,197
Pier 2 Reinforcement		2.00		10.00		16.00			$3,284
Pier Details		1.00		4.00		8.00			$1,523
Pier Quantities and Bill of Reinforcement		1.00		6.00		8.00			$1,761
30MH PCB Details - Span 1		2.00		8.00		6.00			$1,956
30MH PCB Details - Span 2		2.00		8.00		6.00			$1,956
30MH PCB Details - Span 3		2.00		8.00		6.00			$1,956
Framing Plan		4.00		16.00		20.00			$4,784
Framing Details		4.00		16.00		20.00			$4,784
Deck Plan - Reinforcement		1.00		8.00		12.00			$2,435
Deck Section - Reinforcement		1.00		8.00		12.00			$2,435
Barrier Elevations				2.00		8.00			$1,110
Superstructure Quantities and Bill of Reinforcement		1.00		6.00		8.00			$1,761
Bridge Approach Panels				4.00		8.00			$1,348
Single Slope Barrier Standard				2.00		4.00			$674
Bridge Nameplate & Pile Splice						1.00			$109
As Built Bridge Data						1.00			$109
Bridge Survey				1.00		2.00			$337
Bridge Survey - Plan & Profile				1.00		3.00			$446
Bridge Survey - Borings		1.00		1.00		2.00			$512
									$0
Task 4 - Grading & Erosion Control Design & Plans									$0
Title Sheet and Index Map						1.00			$109
Statement of Estimated Quantities		1.00				10.00			$1,265
Earthwork Quantities and Typical Sections		2.00		6.00		14.00			$2,590
Bridge Approach Details		1.00				6.00			$829
Guardrail Details		1.00				5.00			$720
Traffic Control		1.00				4.00			$611
SWPPP (4 Sheets)		2.00				6.00			$1,004
Plan and Profile (2 Sheets)		3.00				20.00			$2,705
Abandon North Twin Bridges Road Connection/Details		4.00				16.00			$2,444

FEE ESTIMATE WORKSHEET
LHB Labor Summary

Project Name: **CR 336 Twin Bridges - Design Phase**
Client: **Itasca County**
Preparer: **JWS**

Assumed 250' Long, Horizontally Curved, Three Span PCB Bridge & 400' of Rural Approach Roadway (Paved), Sem-Integral Abutments, Pile Bent Piers with Walls. A Detour is Available

Project Breakdown - Task Description	P1 Project Principal	P3 Project / Disc. Mgr.	P8 Hydr Eng.	P9 Design Eng.	P9 Eng. LA/Perm	T2 Sr. Tech Designer	P1 Land Surveyor	A1 Admin. Assist.	Total Labor Costs
Average Labor Rate:	$180	$175	$121	$119	$130	$109	$155	$65	($)
Cross Sections		1.00				12.00			$1,483
									$0
Task 5 - Project Coordination									$0
Communications & Project Meetings (3)		6.00		6.00					$1,764
Construction Cost Estimating		4.00							$700
Special Provisions		10.00						2	$1,880
Bridge Capacity Rating		1.00		2.00					$413
Construction Beam Stool Heights		2.00		12.00					$1,778
Construction Support		6.00							$1,050
									$0
									$0
Total Hours	0	86	8	243	24	429	0	2	

Travel	Miles	# Trips	Rate	Cost
Field Work	*196*	*1*	*$0.59*	*$115*
TEP Meeting	*196*	*1*	*$0.59*	*$115*
Total Travel Costs				$229

Direct Costs	Cost
Mail / Delivery	$0
Printing	$0
Total Direct	$0

Labor	$94,946
Travel Costs	$229
Subconsultant Cost	
Geotech (3 Borings)	$13,450
Hazmat (2 Bridges)	$3,700

Total Not To Exceed Cost **$112,325**

GENERAL CONDITIONS

ARTICLE 11 TERMS OF AGREEMENT

A. This Agreement will be effective upon the date set in the Special Conditions, or upon execution and approval by the appropriate COUNTY officials, and the appropriate CONSULTANT officials, which ever event occurs later. This Agreement will remain in effect until the Expiration Date set in the Special Conditions, or until all obligations set forth in this Agreement have been fulfilled to the satisfaction of COUNTY, whichever event occurs first.

B. For delays encountered that are beyond CONSULTANT'S control, and upon written request from CONSULTANT, COUNTY'S Authorized Agent may extend the Work Completion Date, as set forth in the Special Conditions of this Agreement. The length of such time extension will be determined by COUNTY'S Authorized Agent and will not exceed the Expiration Date of the Agreement.

C. It will be CONSULTANT'S responsibility to notify COUNTY'S Project Manager and COUNTY'S Authorized Agent, in writing, if the project will not be completed as scheduled. COUNTY'S Project Manager will have the authority to adjust the schedule, in writing, within the terms of the Agreement.

ARTICLE 12 GOVERNING LAW

This agreement will be interpreted pursuant to Minnesota Law. Any citation to federal or state law incorporates the language of that law into this Agreement as if fully set forth herein.

ARTICLE 13 TERMS OF GENERAL CONDITION

A. Any and all provisions of these General Conditions will remain in force unless they are specifically and deliberately canceled or modified, in writing, by the Special Conditions of This Agreement.

B. To the extent of any inconsistencies between the Special Conditions and these General Conditions, the Special Conditions will control. Minnesota Law supersedes any of the Special Conditions or General Conditions set forth in this Agreement.

ARTICLE 14 TERMS OF PAYMENT

A. Subject to the provisions of the Special and General conditions, all services performed and/or goods satisfactorily supplied by CONSULTANT pursuant to this Agreement will be paid by COUNTY. Compensation will be in accordance with the Special Conditions, ARTICLE 5, Consideration of Payment.

B. If it appears at any time that CONSULTANT will exceed the Total Agreement Amount stated in the Special Conditions of this Agreement, CONSULTANT must notify COUNTY'S Authorized Agent in writing in a timely manner. CONSULTANT will not be compensated for work performed in excess of the Total Agreement Amount without a written, and fully executed, amendment to the Agreement. Any work performed beyond that which is provided for in this Agreement without a prior written amendment signed by COUNTY, will be deemed voluntary and CONSULTANT will not be entitled to compensation for the extra work.

C. If CONSULTANT claims any instructions, latent conditions, or conditions exist that cause extra cost under this Agreement, CONSULTANT must make claim for any extra cost incurred in writing 10 days after such instruction or observance of conditions. Latent conditions are conditions not anticipated by the Special Conditions of this Agreement. Any claim made after this time will be refused and no claim will be valid

unless so made. Any work performed under an amendment to this Agreement that has not been properly approved and executed by the parties, will be performed at CONSULTANT'S own risk. COUNTY'S Authorized Agent will have the sole authority to determine whether any claimed extra costs are reasonable under the circumstances and whether COUNTY will approve the extra costs.

D. COUNTY will not pay overtime rates for any overtime work or services performed by CONSULTANT or subcontractor unless COUNTY'S Authorized Agent has specifically requested CONSULTANT to do so in writing. When specifically authorized by COUNTY'S Authorized Agent, overtime premium pay will be reimbursed as a direct cost for the overtime portion of the hourly rate and is not eligible for overhead costs or profit.

E. Reimbursement for travel and subsistence expenses actually and necessarily incurred by CONSULTANT as a result of performance of this Agreement must not exceed the amount defined in the Special Conditions. CONSULTANT will be reimbursed for travel and subsistence expenses in the same manner and in no greater amount than provided in the current "Mn/DOT Travel Regulations". CONSULTANT will not be reimbursed for travel and subsistence expenses incurred outside STATE of Minnesota unless it has received prior written approval from COUNTY for such out of state travel. State of Minnesota will be considered the home base for determining whether travel is "out of state".

F. The final payment due CONSULTANT will be based on actual acceptable costs as determined by an audit conducted by COUNTY. The audit will be conducted using the Cost Principles and Procedures set forth in the Federal Acquisition Regulations, 48 C.F.R. #31, or as modified by COUNTY policies and procedures. Based upon final audit, the final payment to CONSULTANT may exceed the Total Agreement Amount without amending this Agreement.

ARTICLE 15 PROCEDURES FOR PAYMENT

A. Payments will be made by COUNTY within 30 days of CONSULTANT'S presentation of invoices and progress reports for services performed and the acceptance of such services by COUNTY'S Authorized Agent.

B. Invoices for payment must be submitted by CONSULTANT monthly to COUNTY'S Authorized Agent in the form prescribed by COUNTY. Invoices must identify the cost for the services performed and/or goods delivered for the billing period and must satisfy the requirements listed below:

1. Each invoice must contain the following information: COUNTY Agreement Number, COUNTY agreement invoice number (sequential), billing address if different from business address, and CONSULTANT'S original signature attesting that the invoiced services and costs are new and that no previous charge for those services and/or goods has been included in any prior invoice.

2. Direct non-salary costs allocable to the work under this Agreement, and defined in the Special Conditions of this Agreement, must be itemized and supported with invoices or billing documents to show that such costs are properly allocable to the work. Direct non-salary costs are any costs that are not the salaried costs directly related to the work of the CONSULTANT. Supporting documentation must be provided in a manner that corresponds to each direct cost.

3. The original of each invoice and progress report must be sent to COUNTY'S Authorized Agent for review and payment.

4. CONSULTANT must provide, upon request of COUNTY'S Authorized Agent, the following supporting documentation:

a. Direct salary costs of employees' time directly chargeable for the services performed under this Agreement. This must include a payroll cost breakdown identifying the name of the employee, classification, actual rate of pay, hours worked and total payment for each invoice period; and

b. Signed time sheets or payroll cost breakdown for each employee listing dates and hours worked. Computer generate printouts of labor costs for the project must contain the project number, each employee's name, hourly rate, regular and overtime hours, and the dollar amount charged to the project for each pay period.

C. If CONSULTANT is authorized by COUNTY to use or uses any subcontractors, CONSULTANT must include all the above supporting documentation in any subcontractor's agreement, and CONSULTANT must comply with Minnesota Statutes Section 16A.1245, requiring timely payment by CONSULTANT of subcontractors, penalties for late payments, and defining costs the subcontractor must be awarded if the subcontractor prevails in a lawsuit.

D. CONSULTANT must require subcontractor's invoices to follow the same form and contain the same information as set forth in ARTICLE 15.B above.

ARTICLE 16 CONDITIONS OF PAYMENT

A. All services and/or goods provided by CONSULTANT pursuant to this Agreement must be performed to the satisfaction of COUNTY and in accordance with the following:

1. All current applicable federal, state, and local laws, ordinances, rules and regulations.

2. All current STATE standards, policies and practices.

B. CONSULTANT will not receive payment for work determined by COUNTY'S Authorized Agent to be unsatisfactory, or performed in violation of federal, state, or local laws, ordinances, rules or regulations.

C. RETAINAGE: Pursuant to Minnesota Statutes Section 16C.08, subdivision 5(b), no more than ninety percent (90%) of the compensation due under this Agreement may be paid until the final produces) of this Agreement have been reviewed by the Itasca County Board of Commissioners. The balance due and owing will be paid at the time that the Itasca County Board of Commissioners determines that Consultant has satisfactorily fulfilled all the terms of this Agreement.

All services and/or goods covered by progress payments made by COUNTY will become the sole property of COUNTY. This provision must not be construed as relieving CONSULTANT from sole responsibility for all material and work upon which payments have been made or the restoration of any damaged work or as waiving the right of COUNTY to require the fulfillment of all of the terms of this Agreement.

D. Nothing in this Agreement must be construed in any way to operate or relieve CONSULTANT from its obligation to complete the services and/or deliver any goods described in this Agreement for a sum not to exceed that set forth in the Special Conditions.

ARTICLE 17 CONSULTANT'S KEY PERSONNEL

A. CONSULTANT'S key personnel specified by name and title in the Special Conditions will be considered essential to the work being performed.

B. If, for any reason, substitution of a key person becomes necessary, CONSULTANT must provide two weeks'

advance written notification of the substitution to COUNTY'S Authorized Agent. The written notification must include the proposed successor's name and a resume of his/her qualifications. COUNTY'S Authorized Agent will have the right to approve or reject the proposed successor.

ARTICLE 18 ASSIGNMENT

A. CONSULTANT may neither assign nor transfer any rights or obligations under this Agreement without prior written authorization from COUNTY'S Authorized Agent. The written authority will in no way relieve CONSULTANT from the primary responsibility for performance of the services and/or delivery of the goods specified in this Agreement.

ARTICLE 19 SUBCONTRACTS

A. CONSULTANT must require all subcontractor agreements to contain all appropriate terms and conditions of this Agreement, including Articles 11 through 12, Articles 14 through 16, Article 17, Articles 19 through 35, and Articles 37 and 38, as they apply to the subcontractor. The use of subcontractors does not relieve the CONSULTANT from performing and delivering the work stated in the Agreement.

B. COUNTY'S Authorized Agent must review, and accept for compliance with the General and Special Conditions of this Agreement, all subcontractor agreements exceeding $10,000.00 prior to the execution of any such subcontractor agreement. COUNTY'S Authorized Agent has the authority to reject any subcontractor agreement that does not comply with the General and Special Conditions of this Agreement.

C. A copy of any and all subcontractor agreements must be returned to COUNTY'S Authorized Agent after execution of the subcontractor agreement and prior to work starting under the subcontractor agreement.

ARTICLE 20 AMENDMENTS, CHANGE ORDERS, MERGER, AND COUNTERPARTS

A. Amendments to this Agreement will be considered only for unforeseen work or services that were excluded in the Scope of Work of the Special Conditions and that are considered essential to the work. Any written claim made by the CONSULTANT for extra work or costs under this Agreement that has been approved by COUNTY'S Authorized Agent must be evidenced by an amendment to this Agreement. Amendments must be in writing and executed and approved by the same parties and officials who executed and approved the original Agreement, or their successors in office. CONSULTANT must notify COUNTY'S Project Manager in writing if CONSULTANT will be delayed in any way from completing the project under this Agreement.

B. The work to be done in connection with this Agreement may be changed at the request of COUNTY, with the mutual concurrence of CONSULTANT. Any change will be clearly and fully defined in writing and approved by both parties. Change orders must be consistent with the basic purpose of this Agreement and within the general Scope of Services identified in the Special Conditions. Changes in the Total Agreement Amount or the Agreement Expiration Date are not permitted in a change order.

C. This Agreement, including all items incorporated by reference, contains all negotiations and agreements between CONSULTANT and COUNTY. No other understanding, whether written or oral, regarding this Agreement, may be used to bind either party.

D. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same agreement.

ARTICLE 21 AFFIRMATIVE ACTION

A. Pursuant to Minnesota Statutes Section 363.073, for agreements in excess of $100,000.00 CONSULTANT certifies that it has received a certificate of compliance from the Commissioner of Human Rights or provided COUNTY with a letter of exemption.

B. CONSULTANT certifies that it is an equal opportunity employer and complies with Title VI of the Civil Rights Act of 1964, and the President's Executive order no. 11246 as amended by Executive Order No. 11375. Accordingly, 49 C.F.R. 21 through Appendix C and 23 C.F.R. 710.405(b) will be applicable.

ARTICLE 22 COMPLIANCE WITH LICENSES, PERMITS, AND OTHER REGULATIONS

A. CONSULTANT must procure all licenses, permits, or other rights necessary to fulfill its obligations under this Agreement in compliance with all applicable federal and state laws.

ARTICLE 23 AUDITS AND INSPECTIONS

A. The books, records, documents and accounting procedures and practices of CONSULTANT relevant to this Agreement are subject to examination by COUNTY and/or Legislative Auditors, as appropriate, for a minimum of six years. All required records must be maintained for at least three years after final payment is made under this Agreement.

B. Duly authorized representatives of COUNTY (and the Federal Highway Administration, if federal funds are involved) have the right to inspect the work of CONSULTANT under this Agreement, during regular working hours, whenever it is deemed necessary to do so.

C. Work Effort Audits:

1. COUNTY may conduct work effort audits for the various work tasks described in the Special Conditions. Audits will be randomly selected for completed work tasks. Audits will include work effort reviews and effort level analysis to determine the reasonableness of the hours charged.

2. CONSULTANT must maintain work effort progress reports showing work tasks, hours worked on the task by the various personnel assigned to this work and work effort performed by subcontractors assigned to the tasks.

ARTICLE 24 DATA PRACTICES AND INTELLECTUAL PROPERTY

A. CONSULTANT must comply with the Minnesota Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by COUNTY in accordance with this Agreement and as it applies to all data created, gathered, generated, or acquired in accordance with this Agreement.

B. Any reports, studies, photographs, negatives, or other documents prepared by CONSULTANT in the performance of its obligation under this Agreement will be the exclusive property of COUNTY. All such materials must be remitted to COUNTY by CONSULTANT upon completion or cancellation of this Agreement. Without the prior written consent of COUNTY, CONSULTANT must not use, willingly allow, or cause to have such materials used for any purpose other than performance of CONSULTANT'S obligations under this Agreement.

C. Unless otherwise directed by COUNTY, the originals of reports, drawings, work sheets, plans, field notes, computations, and other project data must be relinquished to COUNTY:

1. Upon written notice of completion or cancellation of this Agreement
2. Upon written notification by COUNTY
3. Prior to final payment by COUNTY to CONSULTANT for this Agreement

ARTICLE 25 LIABILITY

Subject to the provisions of Minnesota Statutes Section 337.02, CONSULTANT must indemnify, save and hold COUNTY, its agents, and employees harmless from any and all claims or causes of action, including all attorney's fees incurred by COUNTY, arising from the negligent performance of this Agreement by CONSULTANT or CONSULTANT'S agents or employees. This clause will not be construed to bar any legal remedies CONSULTANT may have for COUNTY'S failure to fulfill its obligations pursuant to this Agreement.

ARTICLE 26 WORKER'S COMPENSATION

Any and all employees of CONSULTANT, including its subcontractors, or other persons while engaged in the performance of any work or services required by CONSULTANT under this Agreement, will not be considered employees of COUNTY. Any and all claims that may arise under the Workers' compensation Act of Minnesota on behalf of said employees, or other persons while so engaged, and any and all claims made by any third party as a consequence of any act or omission on the part of CONSULTANT'S employees, or other person while so engaged on any of the work or services to be rendered, will in no way be the obligation or responsibility of COUNTY. Pursuant to Minnesota Statutes 176.182, acceptable evidence of compliance with Workers' Compensation insurance coverage requirements must be presented to COUNTY before COUNTY may enter into a contract with CONSULTANT.

ARTICLE 27 INSURANCE

A. A certificate of insurance for each type of insurance required under this Agreement must be filed with COUNTY'S Authorized Agent within 30 days of execution of this Agreement and prior to commencement of any work under this Agreement. Each policy must contain a 10 day notice of cancellation, non-renewal, or material change to all named and additional insured.

B. CONSULTANT must maintain and furnish satisfactory evidence of the following insurance policies with MINIMUM coverage set at the liability limits for COUNTY, as set forth in Minnesota Statutes Section 466.04, or any subsequent legislative modification to these liability limits:

   1. CONSULTANT must furnish satisfactory evidence of insurance from loss by any means of all data furnished to CONSULTANT by COUNTY, and for partially completed data for which COUNTY has made payment.

   2. Workers' Compensation Insurance: CONSULTANT will provide Workers' Compensation insurance for all CONSULTANT employees and, in case any work is subcontracted, CONSULTANT will require the subcontractor to provide Workers' Compensation insurance in accordance with the statutory requirements of COUNTY of Minnesota, and including Coverage B, Employer's Liability, at limits not less than $500,000.00 bodily injury by disease per employee; $500,000.00 bodily injury by disease aggregate; and $500,000.00 bodily injury by accident. Evidence of subcontractor's insurance shall be filed with the CONSULTANT.

   3. Commercial General Liability: CONSULTANT will maintain insurance protecting CONSULTANT from claims for damages for bodily injury, including sickness or disease, death and for care and loss of services as well as from claims for property damage including loss of use which may arise from operations under this Agreement whether such operations be by CONSULTANT or by a subcontractor or by anyone directly or indirectly employed under this Agreement.

CONSULTANT agrees to have and keep in force insurance in the Minimum amounts listed below:

General Aggregate	$3,000,000
Products – Completed Operations Aggregate	$3,000,000
Personal and Advertising Injury – Each Occurrence	$1,500,000
Combined Bodily Injury and Property Damage	$1,500,000

Name COUNTY as an Additional Insured

4. Commercial Automobile Liability: CONSULTANT will maintain insurance protecting CONSULTANT from claims for damages for bodily injury, including sickness or disease, death, and for care and loss of services, as well as from claims for property damage including loss of use which may arise from operations under this Agreement whether such operations were by CONSULTANT or by subcontractor or by anyone directly or indirectly employed under this Agreement. Unless otherwise specified within this Agreement, the CONSULTANT insurance minimum amounts will be $1,500,000 – combined single limit each occurrence for bodily injury and property damage covering Owned, Hired, and Non-owned automobiles. Itasca County shall be named as an additional insured.

5. Professional/Technical, Errors and Omissions, and/or Miscellaneous Liability Insurance:

   CONSULTANT insurance minimum amounts will be $2,000,000 per claim and $2,000,000 annual aggregate.

   CONSULTANT must submit a certified financial statement which provides evidence that CONSULTANT has adequate assets to cover any deductible which applies to this policy.

   This policy will provide coverage for all claims CONSULTANT will become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to CONSULTANT'S professional services required under this Agreement.

6. For work on railroad property, CONSULTANT must obtain Railroad Protective Liability Insurance in accordance with Mn/DOT Specification 1708.2 (2005 Edition) or any subsequent changes or modifications to this specification.

C. CONSULTANT must obtain insurance policies from an insurance company having a "AM BEST" rating of A-VIII or better.

D. COUNTY reserves the right to immediately rescind this Agreement if CONSULTANT is not in compliance with the insurance requirements and retains all rights to pursue any legal remedies against CONSULTANT. All insurance policies must be open to inspection by COUNTY, and copies of policies must be submitted to COUNTY'S Authorized Agent upon written request.

ARTICLE 28 DELIVERABLE STANDARDS

A. COUNTY will have the authority to disapprove or reject services and/or goods that are defective. CONSULTANT will be responsible for the accuracy of the work under this Agreement and must make immediate, necessary revisions, repairs, or corrections without compensation resulting from errors and omissions on the part of CONSULTANT.

Services and/or goods delivered under this Agreement must be in accordance with applicable federal or state standards and/or specifications and must be of a quality that is satisfactory to COUNTY'S Authorized Agent,

whose determination as to quality will be final and conclusive. Acceptance of the services and/or goods by COUNTY will not be considered a waiver of any provision of this Agreement and will not relieve CONSULTANT of the responsibility for subsequent correction of any such errors or omissions and the clarification of any ambiguities.

In the event revisions, repairs, or corrections to the deliverables must be made, CONSULTANT must invoice COUNTY for any employee's time necessary to revise, repair or correct errors or omissions at a rate of zero (0) dollars per hour for the number of hours necessary to perform the work.

B. The services and/or goods provided to COUNTY by CONSULTANT must be of such quality that they are suitable for their intended purpose.

C. Time is of the essence, with respect to this Agreement. In the event CONSULTANT fails to perform its duties by the time fixed for the completion of the work, COUNTY may elect to immediately cancel this Agreement.

D. Neither party will be held responsible for delay or failure to perform when such delay or failure is due to any of the following, unless the act or occurrence could have been reasonably foreseen and reasonable action could have been taken to prevent the delay or failure, fire flood, epidemic, strikes, wars, acts of God, unusually severe weather, or delays or defaults caused by public carriers, provide the defaulting party gives written notice as soon as possible to the other party of the inability to perform.

ARTICLE 29 PRINTING, PAPER STOCK, AND INK REQUIREMENTS

If this Agreement results in reports or documents paid for by COUNTY, CONSULTANT must comply with Minnesota Statutes Sections 16B.121, 122, 124, 125 for the purchase of printing, paper stock, and printing ink.

ARTICLE 30 ANTITRUST

CONSULTANT assigns to COUNTY any and all claims for overcharges as to services and/or goods provided in connection with this Agreement resulting from alleged antitrust violations which arise under the antitrust laws of the United States and STATE of Minnesota.

ARTICLE 31 PUBLICITY

Any publicity given to the program, publications, or services provided resulting from this Agreement, including, but not limited to, notices, informational pamphlets, press releases, research, reports, signs and similar public notices prepared by or for CONSULTANT or its employees individually or jointly with others, or any subcontractors must identify COUNTY as the sponsoring agency and must not be released without prior approval by COUNTY'S Authorized Agent, unless such release is a specific part of an approved work plan included in this Agreement.

ARTICLE 32 OFFICIALS NOT TO BENEFIT

A. Without prior written consent of COUNTY, CONSULTANT must not employ any professional or technical personnel who are or have been at any time during the time period of this Agreement in the employ of COUNTY, except retired COUNTY employees, without written consent from COUNTY.

B. CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for CONSULTANT, to solicit or secure this Agreement, and that CONSULTANT has not paid or agreed to pay any company or person, other than a bona fide employee working for CONSULTANT, any fee, commissions, percentage, brokerage fee, gifts or any other consideration,

contingent upon or resulting from the award of making of this Agreement.

ARTICLE 33 CANCELLATION

A. This Agreement may be immediately canceled by COUNTY, at any time, with or without cause, upon written notice to the CONSULTANT. In the event of such cancellation CONSULTANT will be entitled to payment, determined on pro rata basis, for services and/or goods satisfactorily performed or delivered.

B. In the event COUNTY cannot or does not obtain funding from the Minnesota Legislature, or funding cannot be continued at a level sufficient to allow for the purchasing of the services and/or goods contained herein, this Agreement may be immediately canceled, at COUNTY'S option, by written notice of cancellation delivered in person, by mail, or facsimile to CONSULTANT at the address specified in this Agreement. COUNTY will not be obligated to pay for any services and/or goods provided by CONSULTANT after such notice of cancellation.

ARTICLE 34 ERRORS OR OMISSIONS

A. CONSULTANT will be responsible for the accuracy of the work and must promptly make necessary revisions or corrections resulting from CONSULTANT'S errors, omissions, or negligent acts without additional compensation. Acceptance of the work by COUNTY will not relieve CONSULTANT of the responsibility for subsequent correction of any errors or omissions or for clarification of any ambiguities.

It is understood by the parties that COUNTY will rely on the professional performance and ability of the CONSULTANT. Any examination by COUNTY, or any acceptance or use of the work product of the CONSULTANT will not be considered to be a full and comprehensive examination and will not be considered an approval of the work product of the CONSULTANT which would relieve the CONSULTANT from any liability or expense that could be connected with the CONSULTANT'S sole responsibility for the property and integrity of the professional work to be accomplished by the CONSULTANT pursuant to this Agreement.

B. At any time during construction or any phase of work performed by others based on data provided by CONSULTANT, CONSULTANT must confer with COUNTY when necessary for the purpose of interpreting the information secured and/or to correct any errors and/or omissions made by CONSULTANT. CONSULTANT must prepare any and all plans or data needed to correct the errors and/or omissions without added compensation, even though final payment may already have been received by CONSULTANT. CONSULTANT must give immediate attention to these changes so there will be minimal delay to the construction or other work as referenced.

C. If errors, omissions and/or negligent acts are made by CONSULTANT in any phase of the work, the correction of which may require additional field or office work, CONSULTANT will be promptly notified by COUNTY and will be required to perform such additional work as may be necessary to correct these errors, omissions and/or negligent acts without undue delay and without additional cost to COUNTY. If the CONSULTANT is aware of any errors, omissions and/or negligent acts made in any phase of the work, the corrections of which may require any additional field or office work, CONSULTANT must promptly perform such additional work as may be necessary to correct these errors, omissions and/or negligent acts without undue delay and without additional cost to COUNTY.

D. CONSULTANT will be responsible for any damages incurred as a result of its errors, omissions, and/or negligent acts and for any loss or cost to repair or remedy CONSULTANT'S errors, omissions and/or negligent acts. Acceptance of the work by COUNTY will not relieve CONSULTANT of the responsibility for subsequent correction of any such errors, omissions and/or negligent acts, or of liability for loss or damage

resulting therefrom.

E. CONSULTANT must respond to COUNTY'S notice of any errors and/or omissions within 24 hours and give immediate attention to these corrections to minimize any delays to the CONSULTANT. Notification will be by telephone, followed by Certified Mail. CONSULTANT may be required to make a field review of the project site, as defined in the Special Conditions, if directed by COUNTY'S Authorized Agent and CONSULTANT may be required to send personnel to the appropriate COUNTY office as part of correcting any errors and/or omissions.

ARTICLE 35 QUALITY ASSURANCE AND QUALITY CONTROL

Prior to approval and execution of this Agreement, CONSULTANT must have a Quality Assurance and Quality Control (QA/QC) Program. During the term of this Agreement, CONSULTANT must adhere to CONSULTANT'S QA/QC Plan, which was prepared by CONSULTANT and accepted by COUNTY'S Authorized Agent, for this Agreement. THE QA/QC Plan is incorporated into this Agreement by reference. With each deliverable submitted to COUNTY pursuant to this Agreement, CONSULTANT must certify in writing to COUNTY'S Authorized Agent that there was compliance with the QA/QC Plan. COUNTY may cancel this Agreement for CONSULTANT'S failure to follow the QA/QC Plan for this Agreement.

ARTICLE 36 DISPUTES

COUNTY'S Authorized Agent will be the initial interpreter of the requirements of this Agreement and will judge the acceptability of the work hereunder. Claims, disputes and other matters relating to the acceptability of the work will be referred in writing to COUNTY'S Authorized Agent, with a request for a formal decision to be rendered in writing within a reasonable time. Written notice of each claim, dispute, or other matter must be delivered by CONSULTANT to COUNTY'S Authorized Agent within fifteen (15) days of the occurrence of the event giving rise to the claim, dispute, or other matter. Written supporting data must be submitted to COUNTY'S Authorized Agent within forty-five (45) days of each such occurrence, unless COUNTY'S Authorized Agent allows an additional period of time to ascertain more accurate data.

The rendering of a decision by COUNTY'S Authorized Agent will be a condition precedent to CONSULTANT'S exercise of such rights and remedies as it may have under this Agreement or at law in respect to any claim, dispute, or other matter.

ARTICLE 37 FEDERAL CLAUSES

A. If Federal Funds are involved with this Agreement, the following additional conditions apply:

B. CONSULTANT warrants and represents that COUNTY and the Federal HighwayAdministration will have a royalty-free, nonexclusive and irrevocable license to reproduce, publish, or otherwise use for federal, COUNTY, or local government purposes, any patentable subject matter or copy rightable materials developed, or any rights of copyright to which COUNTY has purchased ownership, under this Agreement.

When applicable, the patent rights provisions of 48 C.F.R. 27 will apply to this Agreement regarding rights to inventions. Such provisions are incorporated by reference and must be incorporated in all subcontracts by reference.

C. Federal-Aid Agreements: CONSULTANT acknowledges that by signing this Agreement, it certifies to the best of its knowledge and belief:

1. That no Federal appropriated funds have been paid or will be paid, by or on behalf of

CONSULTANT, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract; or the making, extension, continuation, renewal, amendment, or modification of any Federal grant, load, or cooperative agreement.

2. That if any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, CONSULTANT must complete and submit Standard Form -LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

3. That this certification is a material representation of fact upon which reliance was placed when this transaction was made or entered. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification will be subject to a civil penalty.

4. That is must require that the language of this certification be included in all lower tier subcontracts, which exceed $100,000.00 and that all such subcontractors must certify and disclose accordingly.

D. CONSULTANT must comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean air Act 42 U.S.C. 7606; Section 508 of the Clean Water Act, 33 U.S.C. 1368; Executive order 11738, and all applicable regulations promulgated by the United States Environmental Protection Agency.

E. CONSULTANT must comply with the mandatory standards and policies in COUNTY Energy Conservation Plan, Minnesota Statute Chapter 116J, issued in compliance with the Energy Policy and conservation Act, 42 U.S.C. 6201 et seq.

ITASCA COUNTY
BOARD OF COMMISSIONERS
Itasca County Courthouse
123 NE 4th Street
Grand Rapids, MN 55744

Tuesday, March 2, 2021

REQUEST FOR BOARD ACTION: RBA-2021-1366

DEPARTMENT: Transportation
PRESENTER: Rachel Metelak

TIME REQUESTED: < 5 Minutes

AGENDA ITEM:
Bid Award for Contract 65204 - C.S.A.H. 52 Grading & Aggregate Base

BOARD ACTION REQUESTED:
Award contract 65204 for C.S.A.H. 52 Grading & Aggregate Base to the lowest responsible bidder, Kern and Tabery, Inc., in the amount of $2,586,916.40 and authorize the required signatures on the contract documents.

BACKGROUND:
Bids were opened on February 17, 2021 at 11:00 a.m. Results of that bid are as follows:

Engineer's Estimate $3,577,510.75

Kern & Tabery Inc.	$2,586,916.40
Casper Construction, Inc.	$3,398,000.00
Gladen Construction Inc	$3,419,112.93
KGM Contractors, Inc.	$3,527,130.17
Knife River Materials	$3,725,501.93
TNT CONSTRUCTION GROUP LLC	$4,948,000.00

COUNTY ATTORNEY REVIEW: NA

SUPPORTING DOCUMENTATION:
1. CONTRACT 65204 - UNSIGNED

03/02/2021

RESULT:	**RECOMMENDED FOR CONSENT**	**NEXT: 03/09/2021 2:30 PM**

CONTRACT 65204
CSAH 52 GRADING AND AGGREGATE BASE

S T A T E OF M I N N E S O T A

C O U N T Y O F I T A S C A

CONTRACT
HIGHWAY CONSTRUCTION

This agreement, made this 9th day of March, 2021 between the County of Itasca in the State of Minnesota, party of the first part, hereinafter called the County, and Kern and Tabery, Inc. of Wadena, MN, party of the second part, hereinafter called the Contractor. Witnesseth, that the Contractor, for and in consideration of the payment or payments herein specified by the County to be made, hereby covenants and agrees to furnish all materials (except such as are specified to be furnished by the County), all necessary tools and equipment and to do and perform all the work and labor in the construction of CSAH 52 Grading and Aggregate Base, located as shown on approved plans. The price and compensation set forth and specified in the proposal signed by the Contractor and hereto attached are hereby made a part of this agreement. Said work to be done and performed in accordance with the Plans, Specifications, and Special Provisions therefore on file in the office of the County Auditor of said County, which Plans, Specifications, and Special Provisions are hereby made a part of this agreement.

The Contractor further covenants and agrees that he will commence work on or after March 29, 2021, and will have same completed in every respect to the satisfaction and approval of the County, by the following date:

October 16, 2021

IN WITNESS WHEREOF, The County has caused these presents to be executed and the Contractor has hereunto subscribed his name.

Dated at 4:00 P.M. , this 9th , day of March , 2021

County of Itasca

By: _____

Burl Ives, Chairperson County Board

_____

Jeffrey Walker, County Auditor / Treasurer

Contractor

By: _____

Kern and Tabery, Inc. Contractor

Approved as to form and execution this _____ Day of _____ , 2021

_____

Matti Adam, County Attorney

_____

Brett Skyles, Clerk of County Board

ITASCA COUNTY
BOARD OF COMMISSIONERS
Itasca County Courthouse
123 NE 4th Street
Grand Rapids, MN 55744

Tuesday, March 2, 2021

REQUEST FOR BOARD ACTION: RBA-2021-1354

DEPARTMENT: Land Department
PRESENTER: Cindy Shevich

TIME REQUESTED: < 5 Minutes

AGENDA ITEM:
Application for Repurchase of Tax-Forfeited Parcel by Karen Kingsbury

BOARD ACTION REQUESTED:
Adopt the Resolution Re: Repurchase of the North Five Feet (N. 5') of Lot Eighteen (18) and all of Lot Nineteen (19), Block Four (4), SOUTHERN ADDITION TO NASHWAUK to Karen Kingsbury.

BACKGROUND:
This property forfeited October 31, 2020 for non-payment of property taxes. Itasca County has received payment for all delinquent taxes, penalties, interest and associated costs.

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION:
1. Application to Repurchase
2. Location map 95-440-0450

03/02/2021

RESULT:	**RECOMMENDED FOR CONSENT**	**NEXT: 03/09/2021 2:30 PM**

ITASCA COUNTY
BOARD OF COMMISSIONERS

Itasca County Courthouse
123 NE 4th Street
Grand Rapids, MN 55744

Tuesday, March 2, 2021

RESOLUTION

RE: REPURCHASE OF THE NORTH FIVE FEET (N. 5') OF LOT EIGHTEEN (18) AND ALL OF LOT NINETEEN (19), BLOCK FOUR (4), SOUTHERN ADDITION TO NASHWAUK

WHEREAS, Minn. Stat. 282.241 provides that the State of Minnesota held in trust for the taxing districts may be repurchased by the owner at the time of forfeiture, or the owner's heir, devisee, or representative, or any person to whom the right to pay taxes was given by statute, mortgage, or other agreement, subject to adoption of a resolution by the County board and payment of the sum of all delinquent taxes, penalties, interest and associated costs, and

WHEREAS, the applicant, Karen Kingsbury, has applied to repurchase State of Minnesota land held in trust for the taxing districts legally described as: the North Five Feet (N. 5') of Lot Eighteen (18) and all of Lot Nineteen (19), Block Four (4), SOUTHERN ADDITION TO NASHWAUK, and

WHEREAS, the applicant is eligible to repurchase the property, and

WHEREAS, approving the repurchase will promote the use of lands that will best serve the public interest.

NOW THEREFORE BE IT RESOLVED, the Itasca County Board approves the repurchase application by Karen Kingsbury, subject to payment including taxes, penalties and interest of $2,717.02; deed tax $1.65; deed fee $25.00; recording fee $46.00; repurchase application fee $300.00 for a total of $3,089.67.

Form 2856— Form 2856 Petition for Repurchase of Land Forfeited to the State of Minnesota Delinquent Taxes. (REV 1955)

APPLICATION FOR REPURCHASE OF FORFEITED LANDS

Pursuant to Minnesota, Statutes Section 282.241

To The Board of County Commissioners and The County Auditor of Itasca County, Minnesota:

The undersigned **Karen Kingsbury f/k/a Karen Eichholz** *hereby makes application to repurchase from the State of Minnesota the following described land, pursuant to Minnesota Statutes, Section 282.241, Said land is situated in said* **Itasca** *County, Minnesota, and more particularly described as follows:*

The North Five Feet (N. 5') of Lot Eighteen (18) and all of Lot Nineteen (19), Block Four (4), SOUTHERN ADDITION TO NASHWAUK
located in Itasca County
SECTION 32, TOWNSHIP 57, RANGE 22

Applicant states and shows that at the time of the forfeiture to the State of the said land for taxes hereinafter set out, she was (a) taxpayer.

That said land forfeited to the State on the 31st *day of* **October, 2020**

That such taxes became delinquent **2016** *and remained delinquent*

and unpaid for the subsequent years of **2016, 2017, 2019, 2020 and 2021**

That the aggregate of all delinquent taxes and assessments, with penalties, costs and interest, exclusive of taxes and assessments to be reinstated as provided by Minnesota Statutes, Section 282.251, is the sum of **Three Thousand Eighty-nine and 67/100ths Dollars ($3,089.67), which includes (taxes, penalties & interest $2,717.02; plus deed tax $1.65; deed issuance fee $25.00; recording fee $46.00; application fee $300.00)**

That permission to repurchase said land is hereby requested for the reasons stated as follows:

I fell behind on a few bills, and I put this off. Also, very happy to get caught up & will continue to pay.

This applicant offers to pay upon such repurchase not less than one-tenth of the aggregate sum of said delinquent taxes and assessments together with penalties and costs, with interest at the rate fixed by law for the respective years computed to the date of repurchase from the time such taxes and assessments became delinquent, and also the sum of taxes and assessments with penalties and costs, with interest at the rate fixed by law for the respective years to the date of repurchase from the time such taxes and assessments would have been delinquent that would have been levied and assessed against such parcel between the date of forfeiture and the date of repurchase, all due and to be computed as set out in the Minnesota Statutes, Section 282.251, and to pay the remaining portion of repurchase price in ten equal annual installments, with the privilege of paying the unpaid balance in full at any time with interest at four percent per annum on the balance remaining unpaid each year.

Dated 2-16 ,20 21

Karen Kingsbury
Applicant

_____
Applicant

State of Minnesota, } ss.
County of Itasca

Karen Kingsbury f/k/a Karen Eichholz ***being duly sworn, deposes and says: that she is the applicant and petitioner in the forgoing petition; that she has read said petition and knows the contents thereof; that the same is true of her own knowledge save as to the matters therein stated on information and belief and as to those matters she believes it to be true.***

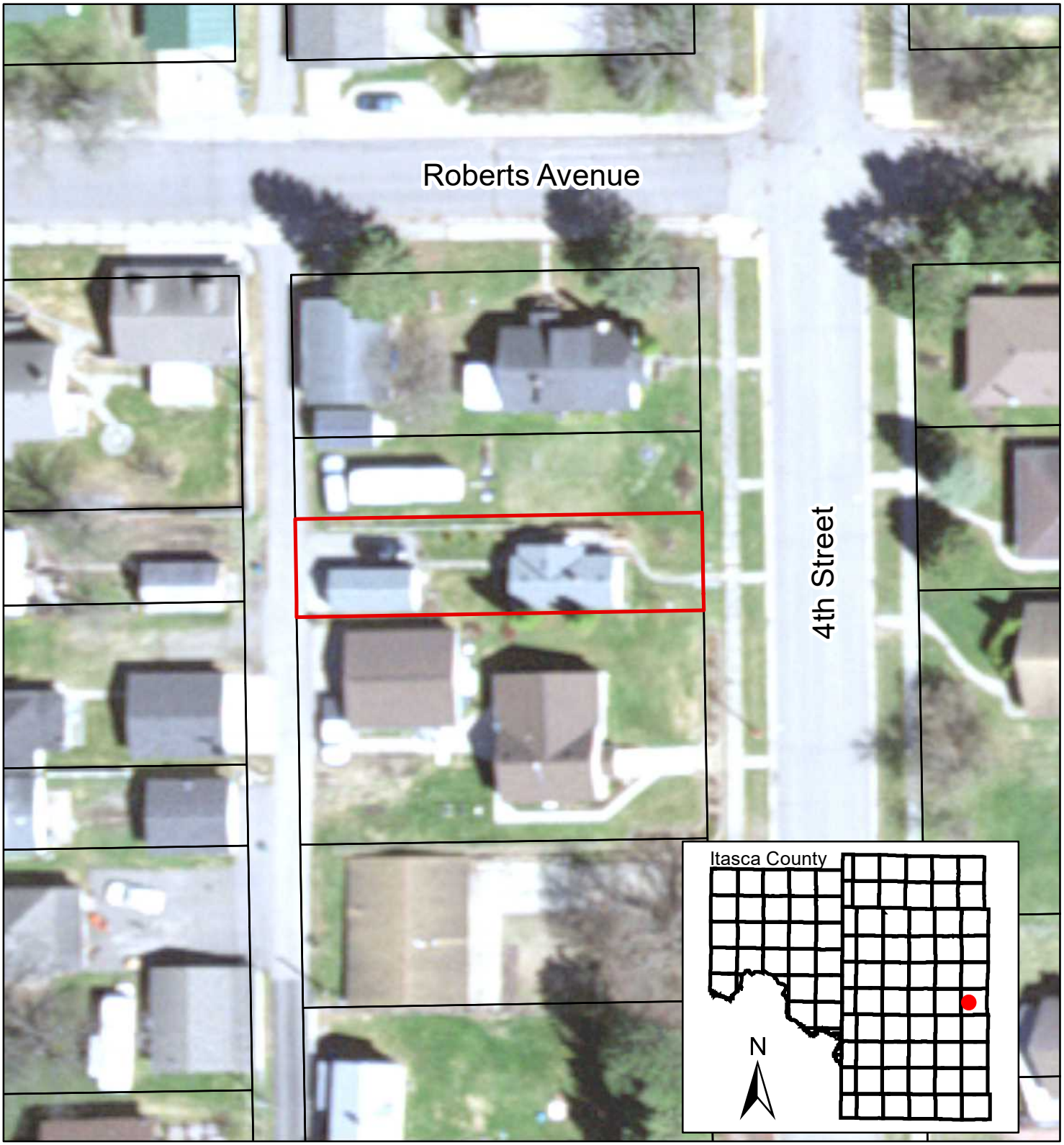
Subscribed and sworn to before me this

16 ***day of*** February ,2021

Cindy Shevich

CINDY ANN SHEVICH
Notary Public
Minnesota
My Commission Expires
Jan 31, 2025

Repurchase Application by Karen Kingsbury, f/k/a Karen Eichholz



This information is a compilation of data from different sources with varying degrees of accuracy and requires a qualified field survey to verify.
Itasca Geographic Information System
"Decision support through automation"

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or in any form without written permission.

0 20 40 80 Feet

ITASCA COUNTY
BOARD OF COMMISSIONERS
Itasca County Courthouse
123 NE 4th Street
Grand Rapids, MN 55744

Tuesday, March 2, 2021

REQUEST FOR BOARD ACTION: RBA-2021-1363

DEPARTMENT: Land Department
TIME REQUESTED: < 5 Minutes
PRESENTER: Kory Cease, Cindy Shevich

AGENDA ITEM:
Amended Resolution for Special Use Deed to City of Warba, Feeley Township and Sago Township

BOARD ACTION REQUESTED:
Adopt the Resolution Re: Approve the Conveyance to the City of Warba, Feeley Township and Sago Township, which amends Resolution 2020-49, dated November 17, 2020 for conveyance of Tax-Forfeited lands for an "Authorized Public Use" of the West 300 Feet of the North 100 Feet of Lot 31, Auditor's Subdivision 18 and that part of the platted Right of Way adjacent thereto and approve purchase of direct county land described as Lot 30, Auditor's Subdivision 18 and that part of the platted Right of Way adjacent thereto for the value of $30,000.00 plus all associated costs equally to the City of Warba, Feeley Township and Sago Township, each an undivided 1/3 interest, per M.S. 282.01, subd. 1a, par. E and per M.S. 465.035 and authorize necessary signatures.

BACKGROUND:
On November 17, 2020, the Itasca County Board of Commissions Adopted Resolution 2020-49 to request that the State of Minnesota convey the West 300 Feet of the North 100 Feet of Lot 31, Auditor's Subdivision 18 and that part of the platted Right of Way adjacent thereto to Warba-Feeley-Sago Fire Department Joint Powers Board for an "authorized public use" and that the County of Itasca convey Lot 31, Auditor's Subdivision 18 and that part of the vacated Right of Way adjacent thereto to the Warba-Feeley-Sago Fire Department Joint Powers Board for an "authorized public use", contingent upon the City of Warba completing the vacation of the Right of Way, and subject to payment of $30,000.00, plus all associated costs for said parcels.

Whereupon the City of Warba passed and adopted a Vacation of that part of Bridge Street, according to the plat of the First Addition to Warba as required per the contingency of the November 17, 2020 Resolution.

An application was submitted to the State of Minnesota to issue a Conditional Use Deed to the Warba-Feeley-Sago Fire Department Joint Powers Board for an authorized public use as a fire hall. The State of Minnesota rejected said application for the reason that a Conditional Use Deed must be issued directly to a governmental subdivision rather than a Joint Powers Board. The State of Minnesota has recommended the above described property be conveyed directly to the City of Warba, Feeley Township and Sago Township, each an undivided 1/3 interest. This amended

resolution approves such a direct conveyance of the above described property to said government subdivisions for the authorized public use as a fire hall.

COUNTY ATTORNEY REVIEW: Yes and/or Pending

SUPPORTING DOCUMENTATION:

1. City of Warba Resolution
2. Sago Township Resolution
3. Feeley Township Resolution
4. Resolution 11-17-20
5. Vacation Doc 747893
6. Map RBA Attachment
7. QCD to Warba-Feeley-Sago

03/02/2021

RESULT:	**RECOMMENDED FOR CONSENT**	**NEXT: 03/09/2021 2:30 PM**

ITASCA COUNTY
BOARD OF COMMISSIONERS

Itasca County Courthouse
123 NE 4th Street
Grand Rapids, MN 55744

Tuesday, March 2, 2021

RESOLUTION

RE: APPROVE THE CONVEYANCE TO THE CITY OF WARBA, FEELEY TOWNSHIP AND SAGO TOWNSHIP

WHEREAS, West 300 Feet of the North 100 Feet of Lot 31, Auditor's Subdivision 18 was conveyed to the State of Minnesota in Trust for the taxing districts and is managed by Itasca County; and

WHEREAS, Lot 30, Auditor's Subdivision 18 is owned by Itasca County, and

WHEREAS, an 80 foot strip of land located between Lots 30 and 31, was designated as Municipal Street Right of Way. The City of Warba completed a Vacation of said Right of Way on December 15, 2020. The vacation was recorded as Document Number 747893 on January 4, 2021. Said vacation transfers ownership of the vacated Right of Way to the adjacent parcels, known as Lots 30 and 31, Auditor's Subdivision 18, and

WHEREAS, Parcel #98-420-0300 owned by the County of Itasca is legally described as Lot 30, Auditor's Subdivision 18 and that part of the North half of vacated Bridge Street according to the plat of the First Addition to Warba on file and of record in the Office of the Itasca County Recorder that is bounded on the East by the Southwesterly boundary of the existing right of way of US Highway 2 as written in Amended Width Order No. 57873 and on the West by a line connecting the Southwesterly corner of Lot 30 and the Northwesterly corner of Lot 31, Auditor's Subdivision Number 18 on file and of record in the Office of the Itasca County Recorder, and

WHEREAS, Parcel# 98-42-0310 owned by the State of Minnesota in Trust of the taxing districts is legally described as the West 300 Feet of the North 100 Feet of Lot 31, Auditor's Subdivision 18 and the South Half of that part of Bridge Street according to the Plat of THE FIRST ADDITION TO WARBA on file and of record in the Office of the Itasca County Recorder that is bounded on the east by the southwesterly boundary of the existing right of way of U.S. Highway 2 as written in Amended Width Order No. 57873 and on the west by a line connecting the southwesterly corner of Lot 30 and the northwesterly corner of Lot 31, Auditor's Subdivision 18 on file and of record in the Office of the Itasca County Recorder, and

WHEREAS, the buildings located on Lot 30 and the Right of Way were previously used as a County garage, and

WHEREAS, the City of Warba, Feeley Township and Sago Township has requested that Itasca County convey the above described properties to the City of Warba, Feeley Township and Sago Township, each an undivided 1/3 interest, for use as a Fire Hall, and

WHEREAS, , Minnesota Statute 282.01, subd. 1a, par. E, allows establishment of a Public service facility such as a fire hall as an authorized public use; for conveyance of tax-forfeited land free of

charge by Conditional Use Deed, and

WHEREAS, Minnesota Statute 465.035, allows any County to lease or convey its lands for a nominal consideration, without consideration or for such consideration as may be agreed upon to the state or to any governmental subdivision, to the United States or to any agency of the federal government or another public corporation for public use when authorized by its governing body, and

WHEREAS, Itasca County has determined that the County's land management interests would be best served if said property, is managed by the City of Warba, Feeley Township and Sago Township to be utilized for the good of the public for emergency fire and medical services.

NOW THEREFORE BE IT RESOLVED, that the Itasca County Board of Commissioners respectfully requests that the State of Minnesota convey parcel 98-420-0310, as described above to the City of Warba, Feeley Township and Sago Township free of charge for an "authorized public use" and that the County of Itasca convey parcel 98-420-0300. as described above to the City of Warba, Feeley Township and Sago Township for the sum of $30,000.00 for an "authorized public use".

RESOLUTION

REQUESTING CONVEYANCE OF TAX FORFEITED TRUST

PARCEL AND COUNTY FEE-OWNED PARCEL

FOR An AUTHORIZED PUPLIC USE.

WHERE AS, Minnesota Statute 282.01subd. 1a (e) allows for, upon written request of a governmental subdivision of the state, County Board's approval of the conveyance of a tax forfeited trust land to the public entity for an authorized public use of the tax forfeited trust land for Emergency Fire and Medical Service to include Community Education and Fire Prevention.

WHERE AS, the following described land has forfeited to the State of Minnesota for non-payment of taxes and is managed by Itasca County:

West 300' of the North 100' of Lot 31,Auditors Subdivision #18; and

WHERE AS, Minnesota Statute 465.035 allows for a county to directly convey its land to other subdivision of the state and public corporations upon county approval; and

WHERE AS, the following described land is fee-owned by Itasca County.

Lot 30, Auditors Subdivision #18; and

WHESE AS, the City of Warba and the public would benefit from conveyance of an one third (1/3)interest of said tax-forfeited trust and county fee-owned parcels for Emergency Fire and Medical Service to include community education and fire prevention, and.

NOW, THEREFORE BE IT RESOLVED BY THE; City of Warba respectfully requests that the Itasca County Board consider approving conveyance of an undivided one third (1/3) interest of said tax-forfeited trust parcel and of said Itasca County fee-owned parcel to the City of Warba, as provided for under Minnesota Statute 282.01 subd,1a (e) and Minnesota Statute 465.035, for authorized public use of Emergency Fire and Medical Service, include Community Education and Fire Prevention.

Adopted by the City of Warba on the 16th day of February,2021.

Kaya Jane

Clerk

State of Minnesota

County of Itasca

On this 16th day of February ,A.D,2021 before me appeared Ellen Coffel to me personally known , who being by me duly sworn, did say, that she is respectively the Mayor of the City of Warba, that the said instrument was signed and sealed on behalf of the City of Warba they acknowledged said instrument to be the free act and deed of said City of Warba.

Cynthia A. Schroeder

2-17-21

Notary

CYNTHIA ANN SCHROEDER
Notary Public
Minnesota
My Commission Expires
Jan 31, 2024

Ellen J Coffel

Mayor

I, Ellen Coffel Mayor of the City of Warba, do hereby certify that the above resolution is true and correct, and adopted by the City of Warba City Council on the 16th day of February, AD,2021.

Deed drafted by Ellen Coffel, Mayor, City of Warba

PO Box 2703 Warba MN 55793

RESOLUTION

REQUESTING CONVEYANCE OF TAX FORFEITED TRUST PARCEL FOR AN AUTHORIZED PUBLIC USE

WHERE AS, Minnesota Statute 282.01subd. 1a (e) allows for, upon written request of a governmental subdivision of the state, County Board's approval of the conveyance of a tax forfeited trust land to the public entity for an authorized public use of the tax forfeited trust land for Emergency Fire and Medical Service to include community education and fire prevention.

WHERE AS, the following described land has forfeited to the State of Minnesota for non-payment of taxes and is managed by Itasca County:

West 300' of North 100' of Lot 31, Auditors Subdivision #18; and

WHERE AS, Minnesota Statute 465.035 allows for a county to directly convey its land to other subdivisions of the state and to public corporations upon county approval; and

WHERE AS, the following land is fee-owned by Itasca County.

Lot 30, Auditors Subdivision #18; and

WHERE AS, Sago Township and the public would benefit from conveyance of an undivided one third (1/3) interest of said tax forfeited trust and county fee-owned parcels for Fire Emergency and Medical Service to include community education and fire prevention, and.

NOW, THEREFORE BE IT RESOLVED; The Sago Township Board of Supervisors respectfully requests that the Itasca County Board consider approving conveyance of an undivided one third (1/3) interest of said tax forfeited trust parcel and of said Itasca County fee-owned parcel to the Township of Sago, as provided for under Minnesota Statute 282.01 subd,1a (e) and Minnesota Statute 465.035, for authorized public use of Emergency Fire and Medical Service, including community education and fire prevention.

Adopted by the Sago Town Board on the 16th day of February, 2021.

I, Craig Scherfenberg, Chairman of the Sago Town Board, do certify that the above resolution is true and correct and adopted by the Sago Town Board on the 16th day of February 2021.

State of Minnesota

County of Itasca

On this 17th day of February, 2021 before me appeared Craig Scherfenberg to me personally known, who being by me duly sworn, did say that he is Chairman of the Sago Town Board, that the said instrument was signed and sealed on behalf of the Sago Town Board and they acknowledged said instrument to be the free act of said Sago Town Board.

MARCIA KINGSLEY
Clerk, Sago Township, Itasca County, MN
Notarial Officer (ex-officio notary public)
My Commission (term) Expires Jan. 6, 2025

RESOLUTION

REQUESTING CONVEYANCE OF TAX FORFEITED TRUST PARCEL FOR AN AUTHORIZED PUBLIC USE

WHERE AS, Minnesota Statute 282.01subd. 1a (e) allows for, upon written request of a governmental subdivision of the state, County Board's approval of the conveyance of a tax forfeited trust land to the public entity for an authorized public use of the tax forfeited trust land for Emergency Fire and Medical Service to include community education and fire prevention.

WHERE AS, the following described land has forfeited to the State of Minnesota for non-payment of taxes and is managed by Itasca County:

West 300' of North 100' of Lot 31, Auditors Subdivision #18; and

WHERE AS, Minnesota Statute 465.035 allows for a county to directly convey its land to other subdivisions of the state and to public corporations upon county approval; and

WHERE AS, the following land is fee-owned by Itasca County.

Lot 30, Auditors Subdivision #18; and

WHERE AS, Feeley Township and the public would benefit from conveyance of an undivided one third (1/3) interest of said tax forfeited trust and county fee-owned parcels for Fire Emergency and Medical Service to include community education and fire prevention, and.

NOW, THEREFORE BE IT RESOLVED; The Feeley Township Board of Supervisors respectfully requests that the Itasca County Board consider approving conveyance of an undivided one third (1/3) interest of said tax forfeited trust parcel and of said Itasca County fee-owned parcel to the Township of Feeley, as provided for under Minnesota Statute 282.01 subd,1a (e) and Minnesota Statute 465.035, for authorized public use of Emergency Fire and Medical Service, including community education and fire prevention.

Adopted by the Feeley Town Board on the 10th day of February 2021.

Barbara Vadnais

State of Minnesota

County of Itasca

On this 10th day of February, 2021 before me appeared Barbara Vadnais to me personally known, who being by me duly sworn, did say that she is Vice-Chairman of the Feeley Town Board, that the said instrument was signed and sealed on behalf of the Feeley Town Board and they acknowledged said instrument to be the free act of said Feeley Town Board.

LAURA ANN GILL
COMM. #31080656
Notary Public
State of Minnesota
My Commission Expires 1/31/2022

Laura A. Gill

I, Barbara Vadnais, Vice-Chairman of the Feeley Town Board, do certify that the above resolution is true and correct and adopted by the Feeley Town Board on the 10th day of February 2021.

ITASCA COUNTY
BOARD OF COMMISSIONERS

Itasca County Courthouse
123 NE 4th Street
Grand Rapids, MN 55744

Tuesday, November 17, 2020

RESOLUTION

RE: APPROVE THE CONVEYANCE TO WARBA-FEELEY-SAGO FIRE DEPARTMENT JOINT POWERS BOARD

WHEREAS, West 300 Feet of the North 100 Feet of Lot 31, Auditor's Subdivision 18 is was conveyed to the State in Trust for the taxing districts and is manged by Itasca County; and

WHEREAS, Lot 30, Auditor's Subdivision 18 is owned by Itasca County, and

WHEREAS, an 80 foot strip of land located between Lots 30 and 31, is currently designated as Municipal Street Right of Way. The City of Warba has jurisdiction to vacate said Right of Way. The vacation will subsequently convey said right of way to the adjacent parcels, known as Lots 30 and 31, Auditor's Subdivision 18, and

WHEREAS, upon completion of the vacation Parcel #98-420-0300 owned by the County of Itasca will be legally described as Lot 30, Auditor's Subdivision 18 and the North Half of that part of vacated Bridge Street lying Southerly and adjacent thereto, and

WHEREAS, upon completion of the vacation Parcel #98-420-0310 owned by the State of Minnesota in Trust for the taxing districts will be legally described as the West 300 Feet of the North 100 Feet of Lot 31, Auditor's Subdivision 18 and the South Half of that part of vacated Bridge Street lying Northerly and adjacent thereto, and

WHEREAS, the buildings located on Lot 30 and the Right of Way were previously used as a County garage, and

WHEREAS, the Warba-Feeley-Sago Fire Department Joint Powers Board has requested that Itasca County convey the above described properties to the Joint Powers Board through a Conditional Use Deed for use as a Fire Hall; and

WHEREAS, Minnesota Statute 282.01, subd. 1a, par. E, allows establishment of a Public service facility such as a fire hall as an authorized public use; for conveyance of tax-forfeited land by Conditional Use Deed; and

WHEREAS, Itasca County has determined that the County's land management interests would be best served if said property, is managed by the Warba-Feeley-Sago Fire Department Joint Powers Board to be utilized for the good of the public for emergency fire and medical services.

NOW THEREFORE BE IT RESOLVED, that the Itasca County Board of Commissioners respectfully requests that the State of Minnesota convey the West 300 Feet of the North 100 Feet of Lot 31, Auditor's Subdivision 18 and that part of the vacated Right of Way adjacent thereto to the Warba-Feeley-Sago Fire Department Joint Powers Board and that the County of Itasca convey Lot 31,

Auditor's Subdivision 18 and that part of the vacated Right of Way adjacent thereto to the Warba-Feeley-Sago Fire Department Joint Powers Board for an "authorized public use", contingent upon the City of Warba completing the vacation of the Right of Way, and subject to payment by the Joint Powers Board of $30,000.00 and all closing costs and other costs associated with the transfer of the above described property and approval of reversion terms by the Itasca County Board of Commissioners.

A000747893
OFFICE OF THE COUNTY RECORDER
ITASCA COUNTY, MINNESOTA

CERTIFIED, FILED, AND
RECORDED ON
1/4/2021 3:25:23 PM

PAGES: 2
REC FEES: $46.00

NICOLLE ZUEHLKE
ITASCA COUNTY RECORDER

BY NZ Dep

747893

CITY OF WARBA, MINNESOTA
RESOLUTION NO. 2020 – 03

STATE OF MINNESOTA
COUNTY OF ITASCA
CITY OF WARBA

RESOLUTION: Vacating Roadway.

That part of Bridge Street according to the plat of the 1st addition to Warba on file and of record in the office of the Itasca County Recorder that is bounded on the East by the Southwesterly boundary of the existing right of way of US Hwy 2 as written in amended with order No. 57873 and on the West by a line connecting the westerly corner of lot 30 and the north westerly corner of lot 31, auditor's subdivision 18 on file and recorded in the office of the Itasca County Recorder.
This resolution changes the ownership of the roadway in Itasca County, Minnesota, thus terminated and abandoned by the city of Warba and reverts to Itasca County, Minnesota as designated by law.
Whereas this affidavit will be recorded in the Itasca County Courthouse.

NOW THEREFORE BE IT RESOLVED the City Council of Warba, MN does hereby adopt this resolution.

Upon vote taken, the following voted

For: Kelly McCauley, Denise Leppanen, Jim Heinrichs, Ellen Coffel
Against: None
Absent: Kaija Lane

Whereupon said Resolution No. 2020 – 03 was declared duly passed and adopted this 15th day of December 2020.

Ellen Coffel, Mayor

Kaija Lane, City Clerk

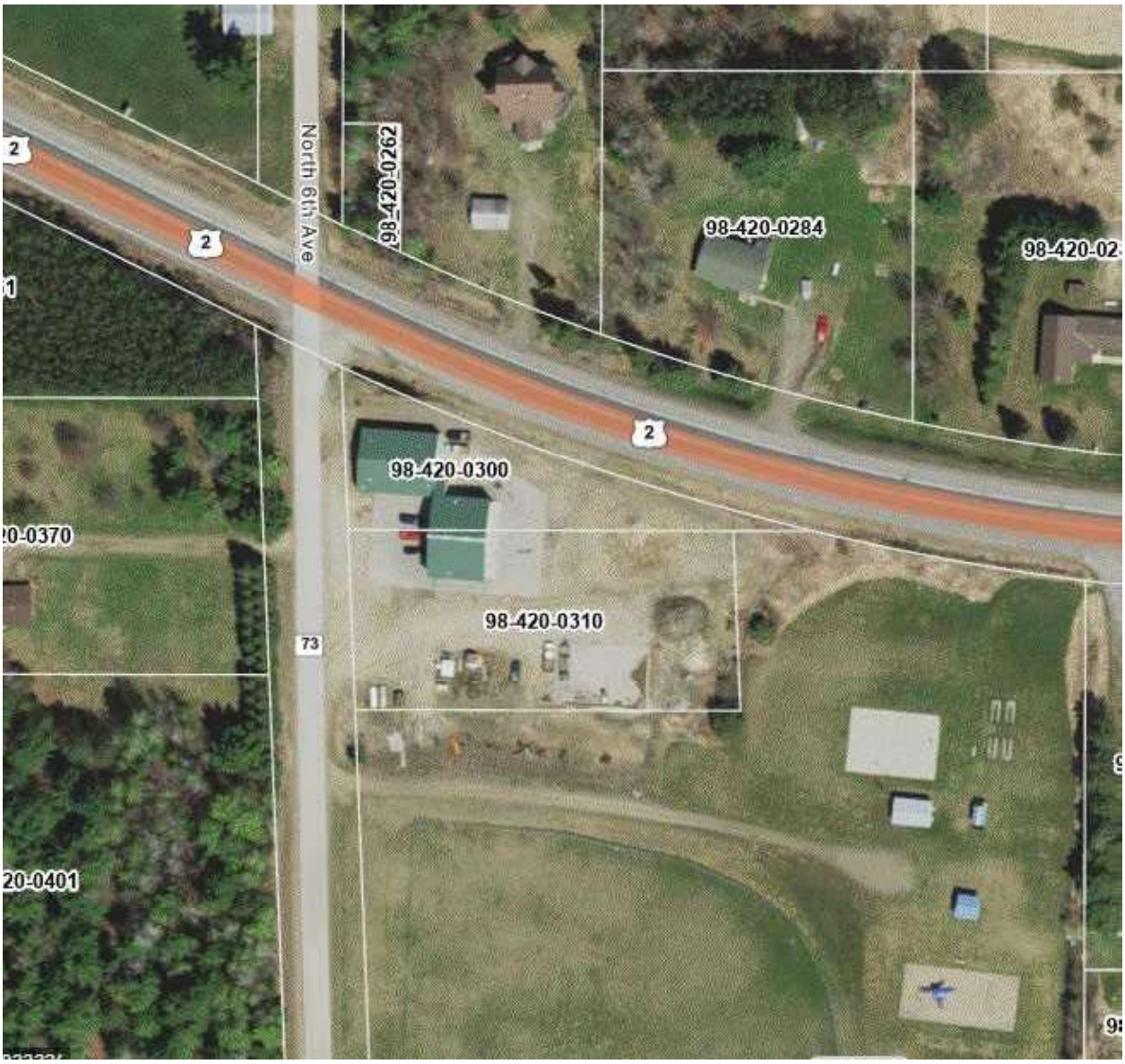
VILLAGE OF WARBA ITASCA COUNTY MINN

Ellen Coffel
PO Box 2703
Warba, MN 55793

RECEIVED-OTC JAN 04 2021

Parcel 98-420-0300- Direct County: Lot 30 Auditor's Subdivision 18 & North half of vacated part of street adj thereto

Parcel 98-420-0310- State of Minnesota in Trust for the Taxing Districts- W300' of N 100' of Lot 31, Auditor's Subdivision 18 & South half of vacated part of street adj thereto



(Top 3 inches reserved for recording data)

QUIT CLAIM DEED
Business Entity to Business Entity

Minnesota Uniform Conveyancing Blanks
Form 10.3.5 (2013)

eCRV number: _____

DEED TAX DUE: $ 99.00

DATE: _____
(month/day/year)

FOR VALUABLE CONSIDERATION, County of Itasca
(insert name of Grantor)

a political subdivision under the laws of Minnesota ("**Grantor**"), hereby conveys and quitclaims to City of Warba, Feeley Township and Sago Township, each an undivided 1/3 interest as joint tenants
(insert name of Grantee)

a governmental subdivision under the laws of Minnesota ("**Grantee**"), real property in Itasca County, Minnesota, legally described as follows:

Lot 30, AUDITOR'S SUBDIVISION NUMBER 18 and that part of the North half of vacated Bridge Street according to the plat of the First Addition to Warba on file and of record in the Office of the Itasca County Recorder that is bounded on the East by the Southwesterly boundary of the existing right of way of US Highway 2 as written in Amended Width Order No. 57873 and on the West by a line connecting the Southwesterly corner of Lot 30 and the Northwesterly corner of Lot 31, Auditor's Subdivision Number 18 on file and of record in the Office of the Itasca County Recorder.

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

together with all hereditaments and appurtenances belonging thereto.

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 Itasca
(name of Grantor)

By: _____
(signature) Burl Ives

Its: Chairperson
(type of authority)

By: _____
(signature) Brett Skyles

Its: Clerk to Board
(type of authority)

State of Minnesota, County of Itasca

This instrument was acknowledged before me on _____ (month/day/year), by Burl Ives (name of authorized signer)

_____ as Chairperson, Itasca County Board of Commissioners (type of authority)

and by Brett Skyles (name of authorized signer)

as Clerk to Board (type of authority) of the County of Itasca (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)

Cindy Shevich
Real Estate Specialist
Itasca County Land Department
1177 LaPrairie Avenue
Grand Rapids, MN 55744

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

Warba-Feeley-Sago Volunteer Fire Department
P.O. Box 2856
Warba, MN 55793

ITASCA COUNTY
BOARD OF COMMISSIONERS
Itasca County Courthouse
123 NE 4th Street
Grand Rapids, MN 55744

Tuesday, March 2, 2021

REQUEST FOR BOARD ACTION: RBA-2021-1368

DEPARTMENT: Land Department
TIME REQUESTED: 5 Minutes
PRESENTER: Roger Clark, Kory Cease

AGENDA ITEM:
Contract for Fairground Caretaker House Demolition

BOARD ACTION REQUESTED:
Approve the contract for demolition of the Itasca County Fairgrounds caretaker house and construction of a campground host site to be awarded to Deer River Trucking, Inc., the lowest responsible bidder at $17,000.00, and authorize necessary signatures.

BACKGROUND:
After two years of the caretaker house being on the market for sale and removal from the fairgrounds, the County Board has budgeted funds for demolition of the structure and to have a campground host site placed in this location with water, sewer, and electric hookups. On February 9, 2021 the Land Department solicited quotes for the demolition of the caretaker house and the construction of a campground host site. Quotes were received from 6 contractors and opened February 23, 2021 with the lowest quote is for $17,000.00 to complete the project. The quotes included: Deer River Trucking, Inc at $17,000.00 - Schwartz at $17,959.00 - American Disposal at $19,500.00 - TNT at $21,700.00 - SCS at $23,900.00 - Casper at $35,500.00. The project is scheduled for May/June, 2021.

COUNTY ATTORNEY REVIEW: Yes and/or Pending

SUPPORTING DOCUMENTATION:
1. Contract for Caretaker House Demo 3-09-2021

03/02/2021

RESULT:	**RECOMMENDED FOR CONSENT**	**NEXT: 03/09/2021 2:30 PM**

County of Itasca, Minnesota
Service Contract
(Caretaker House Demo)

A.1 DATES AND PARTIES

A.1.1 THIS CONTRACT, made this **9th** day of **March, 2021**, by and between the County of Itasca, herein called the "County," and **Deer River Trucking Inc**., a corporation organized and existing under the laws of the State of Minnesota, located at **PO Box 236 Deer River MN, 56636**, herein called the "Contractor."

B.1 AGREEMENT

B.1.1 NOW, THEREFORE, it is mutually agreed that, in consideration of the payments to be made to said Contractor, subject to the conditions, hereinafter set forth, the County shall purchase **Demolition Services** from said Contractor, upon terms and at the agreed price(s), and the Contractor shall perform said services all in accordance with the specifications of County as set forth in the **Special Conditions** of this Agreement.

C.1 TERM OF CONTRACT

C.1.1 The term of this Contract is from **March 09th, 2021** to **June 30th, 2021**, inclusive. The Contract may be extended if provided for in the Special Conditions.

D.1 SPECIAL CONDITIONS

D.1.1 This Contract is subject to such special conditions as are set forth in the **Special Conditions Supplement** attached hereto and made a part hereof and marked Exhibit(s): **A**

E.1 CONTRACT AMOUNT

E.1.1 This Agreement when fully completed and fulfilled on the part of said Contractor to the satisfaction of the County or its duly authorized agent, is estimated to be **$17,000.00** for the current term.

F.1 INCREASE

F.1.1 No increases to the above said Contract amount will be allowed to the Contractor during the term of this Contract unless provided for in the Special Conditions or mutual agreement of the parties.

G.1 PAYMENT

G.1.1 The County does hereby agree, to pay said Contractor as services are performed to the satisfaction of the County, or its duly authorized agent, one payment of **$17,000.00**, or as indicated in the Special Conditions. Payment terms of this Contract are Net 30.

H.1 GUARANTEE

H.1.1 The Contractor further agrees to guarantee all materials and parts supplied under this Contract against inferiority as to specifications, such guarantee to be unconditional. Failure or neglect of the County or its designated representative to require compliance with any term or condition of this Contract or the specifications shall not be deemed a waiver of such term or condition.

I.1 BOND

I.1.1 Minnesota Statute 574.26 requires the Contractor to furnish a Performance Bond and a Labor & Materials Payment Bond in the full amount, for any contract over $75,000, in favor of the County, to protect the County against any breach of contract. The Surety company providing the bond(s) must be registered to do business in the State of Minnesota and be satisfactory to the County.

J.1 INSURANCE

J.1.1 The following insurance must be maintained for the duration of this Contract. A Certificate of Insurance for each policy which lists Itasca County as a certificate holder and as an additional insured must be on file with the Itasca County Risk Management Department within 10 days of execution of this Contract and prior to commencement of any work under this Contract. Each certificate must include a 30-day notice of cancellation, nonrenewal, or material change to all named and additional insureds.

J.1.2 The County reserves the right to terminate, suspend or rescind any contract not in compliance with these requirements and retains all rights thereafter to pursue any legal remedies against Contractor. All insurance policies shall be open to inspection by the County, and copies of policies

shall be submitted to the County upon written request. All subcontractors shall provide evidence of similar coverage.

J.1.3 General Liability Insurance

J.1.3.1

	Limit
General Aggregate	$3,000,000
Products-Completed Operations Aggregate	$3,000,000
Personal and Advertising Injury	$1,500,000
Each Occurrence:	
Combined Bodily Injury and Property Damage	$1,500,000

J.1.3.2 Policy shall contractors and subcontractors, and contractual liability.

J.1.3.3 Itasca County **must be named as certificate holder and an additional insured.**

J.1.4 Automobile Liability Insurance

J.1.4.1

	Limit
Automobile Liability - Combined single limit each occurrence for bodily injury and property damage covering owned, non-owned and hired automobiles	$1,500,000

J.1.4.2 Must cover owned, nonowned and hired vehicles.

J.1.5 Workers' Compensation Per Statutory Requirements

J.1.5.1 Contractor must maintain statutory limits. Itasca County reserves the right to rescind any contract not in compliance with these requirements and retains all rights thereafter to pursue any legal remedies against bidder. If the Contractor is based outside the State of Minnesota, coverage must apply to Minnesota laws.

J.1.6 Employer's Liability

	Limit
J.1.6.1 Bodily injury by:	
Accident - Each Accident	$500,000
Disease - Policy Limit	$500,000
Disease - Each Employee	$500,000

J.1.7 Professional Liability Insurance [For Professional Services Contracts Only]

J.1.7.1 Provider shall maintain at its sole expense a valid policy of insurance covering professional liability, arising from the acts or omissions of Provider, its agent and employees in the amount of not less than $500,000 per claim and $3,000,000 annual aggregate. (These suggested limits should be reviewed on a case by case basis)

J.1.8 Indemnification Clause

J.1.8.1 Except as may be caused by the sole negligence of the County or its employees, Contractor shall indemnify and save harmless Itasca County, its employees, and its agents from all claims, actions, demands, and judgments of any kind arising in whole or in part from any act or omission of Contractor, its subcontractors, and their agents, servants, or employees, incidental to the performance of the Contract and from all expenses in connection with such claims, actions, demands and judgments, and shall assume, without expense to the County, the defense of any such claims, actions, demands and judgments, irrespective of whether it is alleged, claimed, or proved in connection with such act or omission that negligence of the County or its representatives caused or contributed thereto.

J.1.8.2 Contractor agrees, that in order to protect itself and the County under the indemnity provisions set forth above, it will at all times during the term of this Agreement keep in force policies of insurances indicated in paragraph entitled, "INSURANCE."

J.1.8.3 This provision is not intended to create any cause of action in favor of any third party against the Contractor or the County or to enlarge in any way the Contractor's liability, but it is intended solely to provide for indemnification of the County from liability for damages or injuries to third persons or property arising from the Contractor's or the Contractor's agents' performance hereunder.

The above establishes minimum insurance requirements. It is the sole responsibility of Contractor to determine the need for and to procure additional coverage that may be needed in connection with this Agreement.

Contractor further agrees the minimum requirements set forth above shall at all times be in an amount at least equal to the maximum liability of the County under Minn. Stat. 466.04 now or as said statute is hereafter amended or as otherwise required by law, statute or rule.

K.1 UNAVOIDABLE CIRCUMSTANCES

K.1.1 The Contractor shall not be held responsible for damages caused by delay or failure to perform hereunder, when such delay or failure is due to Fires, Strikes, Acts of God, Legal acts of the public authorities, or delays or defaults caused by public carriers, or acts or demands of the Government in time of war or national emergency.

L.1 RIGHT TO TERMINATE

L.1.1 County reserves the right to terminate this Contract immediately, at any time during the contract period for failure of Contractor to perform as specified in the Special Conditions, or to the reasonable satisfaction of County, upon notification to Contractor.

M.1 ASSIGNMENT

M.1.1 Contractor shall not enter into any subcontract for performance of any services contemplated under this Contract, nor assign any part of this Contract, without the prior written approval of the County and subject to such conditions and provisions as the County may deem necessary. The Contractor shall be responsible for the performance of all subcontractors.

N.1 INDEMNIFICATION

N.1.1 Contractor shall indemnify, hold harmless and defend the County, its officers and employees against any and all liability, loss, costs, damages, expenses, claims or actions, including attorney's fees which the County, its officers or employees may hereafter sustain, incur or be required to pay, arising out of or by reason of any act or omission of Contractor, its agents, servants or employees, in the execution, performance, or failure to adequately perform Contractor's obligations pursuant to this Contract.

O.1 COMPLIANCE WITH LAWS

O.1.1 Contractor shall abide by all Federal, State and local laws, statutes, ordinances, rules and regulations now in effect or hereinafter adopted pertaining to this Contract or to the facilities, programs and staff for which Contractor is responsible.

P.1 RECORDS AUDITING AND RETENTION

P.1.1 Contractor's books, records, documents, papers, accounting procedures and practices, and other evidences relevant to this Contract are subject to the examination, duplication, transcription and audit by the County and either the legislative or State Auditor, pursuant to Minn. Stat. § 16C.05, subd. 5. Such evidences are also subject to review by the Comptroller General of the United States, or a duly authorized representative, if federal funds are used for any work under this Contract. Contractor agrees to maintain such evidence for a period of six (6) years from the date services or payment were last provided or made or longer if any audit in progress required a longer retention period.

Q.1 WAIVER

Q.1.1 Any waiver by either party of any provision of this Contract shall not imply a subsequent waiver of that or any other provision.

R.1 MODIFICATIONS/AMENDMENT

R.1.1 Any alterations, variations, modifications, amendments or waivers of the provisions of this Contract shall only be valid when they have been reduced to writing and signed by authorized representative of the County and Contractor.

S.1 SEVERABILITY

S.1.1 The provision of this Contract shall be deemed severable. If any part of this Contract is rendered void, invalid, or unenforceable, such rendering shall not affect the validity and enforceability of the remainder of this Contract unless the part or parts which are void, invalid or otherwise unenforceable shall substantially impair the value of the entire Contract with respect to either party.

T.1 FINAL AGREEMENT

T.1.1 This Contract is the final expression of the agreement of the parties and the complete and exclusive statement of the terms agreed upon, and shall supersede all prior negotiations, understandings or agreements. There are no representations, warranties, or stipulations, either oral or written, not herein contained.

U.1 EXECUTION

U.1.1 IN WITNESS WHEREOF, the County has caused this Contract to be signed by its duly authorized officers and the Contractor has hereunto set its hand.

Dated this _____ day of _____, _____.

(Contractor Name)

By: _____
Its _____

COUNTY OF ITASCA, MINNESOTA

By: _____
Its_____

By:_____
Its_____

APPROVED AS TO FORM & EXECUTION

By: _____
Itasca County Attorney

Caretaker House Demolition Project
Date March 9th, 2021
Exhibit A
Special Conditions Supplement

PROJECT DESCRIPTION

Demolition and removal of the Caretaker House located at 1336 Fairgrounds Road, Grand Rapids MN., to include a full basement. The Basement is to be backfilled and landscaped at the surface. All electric, water, and sewer lines are to be installed for a future Campground host site as per **Attachment B**.

GENERAL PROCEDURES AND PROJECT CONDITIONS

The Caretaker house located at the Fairgrounds in Grand Rapids is a one and a half story home with three bedrooms, one and a half bath, above an unfinished basement. Upper level has one-bedroom, small bath, (sink & toilet) with ½ wall sides. Roof refurbished with new sheeting and shingles around 2014.

A. Demo Building including walkways, basement walls, footings, and basement floor.
B. Remove all debris and send to a certified landfill or demo site.
C. All appliances, lighting, furnace, and ducting are to be removed as per local and state specifications.
D. Backfill and compact to **95% or better** the remaining void to the surface with clean fill.
E. Install electric, water, and sewer, as required in **Attachment B**. (Note: water system must be able to be winterize).
F. Install the Campsite and landscape the surface to prevent erosion. As described in **Attachment C** (Campsite Design Specifications)

CONTRACTOR RESPONSIBILITIES

- Contractor will submit the Minnesota Pollution Control Agency (MPCA) Intent to Demo notification and follow time restraints of that notification before work begins. The County will be provided a copy of the submitted and notification before work can begin.
- Contractor agrees to hire, supervise, pay, provide transportation and have required insurance for all subcontractors and employees.
- Contractor will accept responsibility in regard to protecting the site and adjacent property from damage as a result of the demolition and or abatement process.
- No part of the structures or foundation of structure will be buried or left on site. Any voids left from the foundation will be backfilled and compacted by the contractor. The contractor will provide and install clean fill for this purpose.
- All backfill will be properly compacted to **95% or better** to ensure proper settling of the fill materials.
- Site may not be left in an unsafe manner overnight, this includes where excavations or open basements are not backfilled before the end of the work day, the Contractor will be required to encircle the open area with a proper barrier such as standard snow fence, or equal type fencing, for public safety purposes.

- Contractor may be called back to the site if excessive settling occurs after contract has been completed. County may hold a **10% performance retainer** for this work if the work is done during frozen ground conditions.
- All concrete and walkways will be removed from site at the contactor's expense.
- Contractor will provide and install erosion control devices as needed to protect exposed soil during demolition.
- Contractor will provide final grading suitable for mowing and free of walking hazards. This includes but is not limited to a site free of holes, exposed tree roots, steep grade changes, and all exposed soil. Follow **Attachment C** for final Campsite design.
- Contractor shall contact the appropriate utility companies to verify that utilities have been disconnected before work begins.
- Contractor will make provisions to complete work during City and County working hours so that final inspections and utility inspections can be completed as required.
- Contractor shall provide the County with proof of an underground utility locate before moving any equipment on site. <u>This will be in the form of a locate number.</u>
- Contractor will accept responsibility for all materials removed from the site and disposal of said material will be done in accordance with all Minnesota Pollution Control Agency regulations.
- Contractor shall provide all necessary equipment required to perform work including safety equipment for the contractor's employees, required to safely perform the demolition.
- Contractor shall diligently prosecute the work, providing sufficient manpower, materials, and other supplies at all times to assure completion of the work in an orderly fashion by the completion date stated in these specifications. Contractor shall at all times keep the work site reasonably neat and clean and upon completion shall remove and dispose of all rubbish, trash and refuse from the work area and leave the work site clean.
- Contractors shall at all times coordinate its work and cooperate with the County.
- Contractor shall, in its performance of the work, comply with all applicable codes and industry standards and with all applicable federal, state and local laws, rules and regulations, including but not limited to, the requirements of the Federal Occupational Safety and Health Act, the Federal Fair Labor Standards Act of 1938 as amended, the Minnesota State Worker's Compensation Laws, and all applicable Civil Rights laws, rules and regulations.
- Contractor shall promptly pay all laborers, subcontractors or materialmen connected with the work and if any shall file liens against the work, contractor shall promptly obtain a release of any such lien or post a bond indemnifying the County against all loss by reason of such lien. The County shall have the right, prior to making any payment due under this contract, to require Contractor to deliver lien waivers duly executed by itself and each of its subcontractors and materialmen for all work done prior to such payment.
- Contractor shall contact the County before moving any equipment or personnel on the site to begin work.
- Contractor shall remove all trees that are damaged as part of the demolition. The stumps from removed trees will be removed or ground in-place from each tree removed. All trees and root systems to remain shall be protected from damage.
- The County does not guarantee salvage items in any way and reserves the right to allow salvage activities before demo work occurs, County agrees to work cooperatively with

Contractor to coordinate said salvage activities. Contractor shall retain the rights and responsibilities associated with all salvage items on property at the time of entry. Salvage items do not include dirt or minerals. The risk of loss with regards to salvage items goes to the contractor.

INSPECTION AND PENALTIES

- The Contractor shall contact the County before moving off site. If the contractor moves off site before a final inspection is completed, they may be required to come back to the site for additional work without compensation and payment will be held until requested work is completed.
- Burning of any materials, trees, or brush on site is strictly prohibited and may result in fines from local authorities.
- City utilities are present, and the Contractor is required to have a City employee sign a waiver stating they have inspected the disconnection and connection of utilities and agree they have been done in accordance with City specifications. Failure to provide a signed waiver upon completion of the work may result in a reduction in payment equal to the cost of exposing disconnected utilities for inspection.
- The Contractor agrees that failure to complete the work as specified shall result in liquidated damages not less than the difference between their bid and another bid required to complete the work. Associated fees required to re-bid the work will be included with the liquidated damages.

COUNTY RESPONSIBILITIES

- Provide access to the site for equipment and personnel
- Provide City contacts for utility disconnection inspections
- Provide verification of project area and property lines in the field
- Provide an Asbestos and Hazardous Materials Report dated October 2017

COUNTY'S RIGHTS

County shall have the right at all times during the performance of the work to conduct such tests and inspections as it deems necessary to assure Contractor's compliance with this contract. If any work or materials are found not to be in compliance with the specifications, the County shall have the right to order such work redone in conformance with this contract.
County shall have the right to order changes in the work at any time. Contractor shall proceed with such changes immediately upon receipt of a written change order signed by the County. The contract price and the completion date specified shall be equitably adjusted to reflect any increase or decrease in the work. Upon the County's request, contractor shall provide satisfactory evidence from which contract price adjustments can be made. These changes include but are not limited to environmental conditions such as: drought, rain, and wind damage.

EXISTING UTILITIES – All Utilities are located in the basement.

A. Coordinate work with utility companies; notify before starting work and comply with their requirements; obtain required permits.

B. Protect existing utilities that remain from damage.

C. All utilities are to be reconnected and brought to the surface as described in **Attachment B** to accommodate a full hookup camper site.

D. All Water, Sewer, and Electric will be installed to meet current codes.

E. Do not disrupt public utilities without permit from authority having jurisdiction.

F. All utilities shall be marked and installed with post and protection pipes as needed to protect the utilities from damage.

G. Remaining Gas, Fiber, and phone are to be capped or abandon as required by the responsible utilities.

DEBRIS AND WASTE REMOVAL

A. Itasca County will waive all tipping fees for demolition when brought to the County demolition site.

B. All loads of building materials, debris, refuse, etc. shall be properly secured and tarped to prevent debris from blowing or falling out during transport.

C. Leave site in clean condition, ready for subsequent work.
    1. Remove all debris from surrounding area.
    2. Clean up spillage and wind-blown debris from public and private lands.

D. Dispose of debris at a certified demolition site.
    1. Document and show proof of disposal from a certified disposal facility.

LICENSES

A. Contractor shall procure, at its own expense, all licenses, permits, or other rights required for the provision of services contemplated by the Contract. Contractor shall inform the County of any changes in the above within five (5) days of occurrence.

DELIVERABLES BY CONTRACTOR:

- Proof of insurance meeting or exceeding County requirements, naming the County as additionally insured.
- Copies of all permits required.
- Copies of proof of disposal from a certified disposal facility.
- Gopher I ticket number.

TERMS OF PAYMENT:

- The entire above are subject to the "not to exceed" amount of **$17,000.00.**
- Upon final inspection the County will pay upon invoice, the Contractor the full amount of **$17,000.00.**
- Final payment may be adjusted by official signed change orders.
- The county reserves the right to hold up to a **10% performance retention** from the payment for the final site inspection to be completed during unfrozen ground conditions. No payment by the County of any sums due pursuant to this contract shall be interpreted as a waiver of any defect in labor and materials.
- COUNTY'S Authorized Agent has the authority to update and adjust all project schedules when necessary.

CONTRACTOR PERSONNEL:

A. CONTRACTOR'S key personnel, will include:

1. Name:
   Address:

   Phone:
   Email:

COUNTY'S AUTHORIZED AGENT AND PROJECT MANAGER

A. COUNTY'S AUTHORIZED AGENT, or his/her successor, will be:

1. Name: Kory Cease
   Title: Itasca County Land Commissioner
   Address: 1177 LaPrarie Ave.
   Grand Rapids, MN 55744
   Phone: 218-327-2855
   Fax: 218-327-4160
   Email: kory.cease@co.itasca.mn.us

B. COUNTY'S Authorized Agent will have final authority to accept or reject CONTRACTOR'S services and/or goods. If such services and/or goods are acceptable and satisfactory, COUNTY'S Authorized Agent will certify each invoice submitted by CONTRACTOR.

C. COUNTY'S PROJECT MANAGER, or his/her successor, for this Agreement will be:

2.

Name:	Roger Clark
Title:	Park System Manager
Address:	1177 LaPrarie Ave. Grand Rapids, MN 55744
Phone:	218-327-7347
Cell:	218-244-4705
Fax:	218-327-4160
Email:	roger.clark@co.itasca.mn.us

D. COUNTY'S Project Manager will sign progress reports, review billing statements, make recommendations to the COUNTY'S Authorized Agent for acceptance or rejection of CONTRACTOR'S goods or services and make recommendations to the COUNTY'S Authorized Agent for certifications for payment of each invoice submitted by CONTRACTOR.

CONTRACTOR'S QUOTE IS INCLUDED AS ATTACHMENT A.
RECONNECTED UTILITIES ARE INCLUDED AS ATTACHMENT B
CAMPSITE DESIGN SPECIFICATIONS ARE INCLUDED AS ATTACHMENT C

INSURANCE CHANGES NONE

QUOTE FORM

ATTACHMENT A

Fairgrounds Park Caretaker House Demo

1336 Fairgrounds Road, Grand Rapids, MN 55744

Quote Amount $ 17,000.00

Name Deer River Trucking, Inc.

Address PO BOX 236
Deer River, MN 56636

Phone 218-246-2810

Email dctrout@paulbunyan.net

Proposed Demolition Date: May 1st 2021

Right to accept or reject bids:

The Itasca County Board reserves the right to accept or reject any or all Quotes, to waive any defects or technicalities, to advertise for new Quotes, or to take such action it deems lawful and in the best interests of Itasca County.

I agree that, by my signature, I have read and understand the documents (Instructions to Bidders, General Conditions, Proposed Contract, Exhibit A (Special Conditions), and Exhibits B (Hazardous Material Report), and Attachment B Camper Hookup site, if chosen, I agree to abide by the terms.

Bidder's Signature

2-22-2021
Date



ATTACHMENT B

Caretaker House Demo Project

Camper hookup site install

The Contractor is required to reconnect the Electric, Water and Sewer lines from the basement and install them at the surface to create a camper hookup site as described.

A) Sewer

Sewer pipe shall be installed to meet current codes with a minimum 4" PVC pipe with a removable cap.

B) Water

Water line shall be installed to meet current codes. A curb stop is currently in place to provide for a shutoff from the city water line for maintenance and repairs. Water meter will be provided by the city. The water line will be a farm hydrant style faucet or equivalent with an installed backflow preventor. The waterline must be installed to allow for full seasonal drainage. The hydrant shall be installed a minimum of 18 inches from the ground and supported by a post bollard. The faucet shall have a means of locking in the closed position.

C) Electric

Electric shall be installed to meet current codes. An 8"X 8" pressure treated post or steel station box will be installed to accommodate a junction box. No meter required as depicted in photo. Camper style junction box shall provide for 20, 30, and 50-amp breakers and receptacles.





Gas Line, Fiber optic, and phone would be capped and marked by the contractor or utilities responsible. County will close the accounts with the responsible utilities.

Caretaker House Demo

Campsite Design Specifications

Attachment C

Specifications for the Host campsite after demolition of the house and fill.

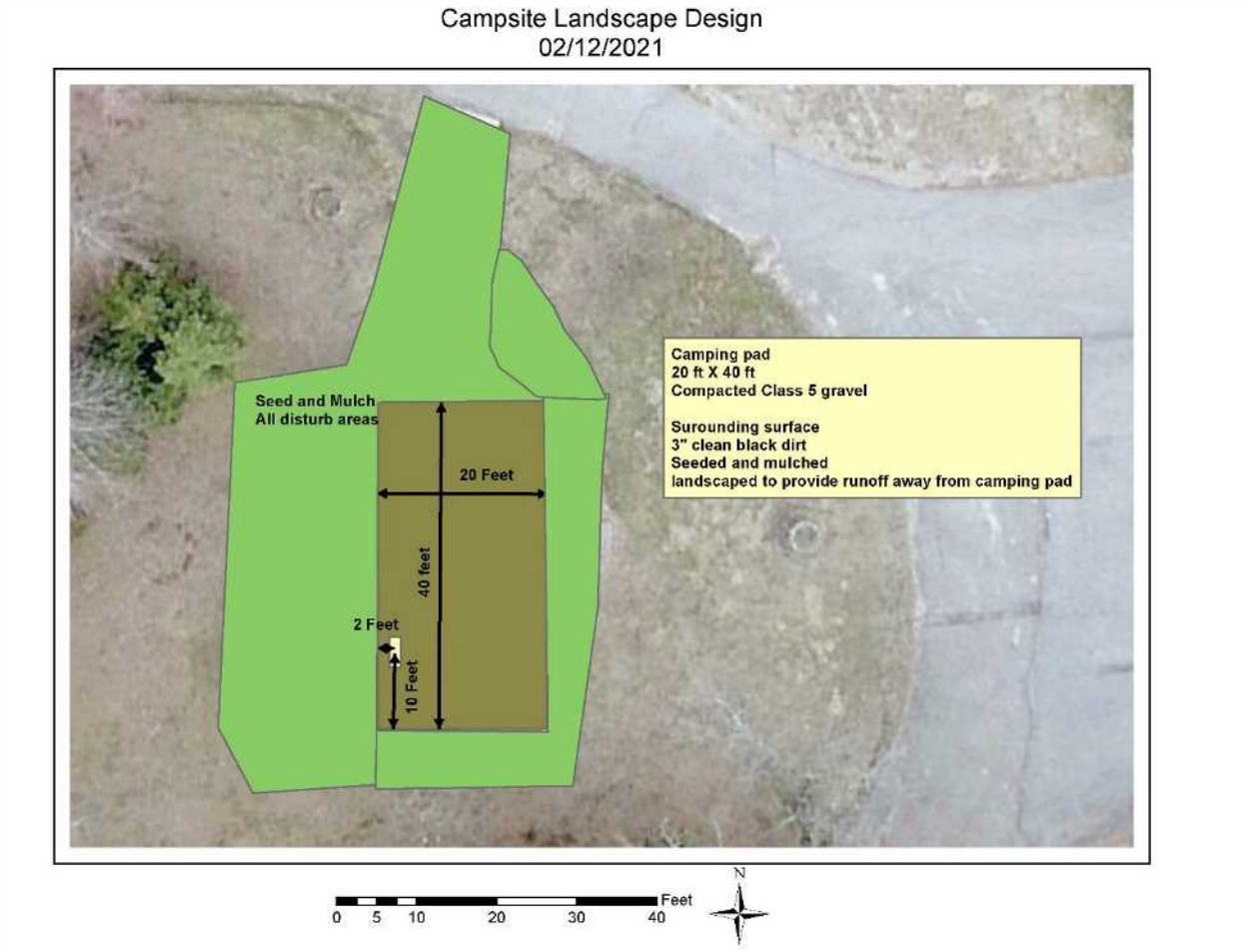
Camping pad

Provide a compacted 20-foot by 40-foot pad 4 inches deep set 2 to 4 inches above grade to prevent water pooling on site. Slight tapper to the west to allow for water runoff.

Landscape surrounding disturbed area to provide proper water runoff. Place minimum of 3 inches of clean screened black dirt over all of the disturbed area. Blend edges into existing grass areas.

Seed and mulch with Itasca Farm Service lawn mix. Mulch with blanket or hydromulch.

Follow Grand Rapids City Stormwater permit guidelines as required along with best management practices for this project.



ITASCA COUNTY
BOARD OF COMMISSIONERS
Itasca County Courthouse
123 NE 4th Street
Grand Rapids, MN 55744

Tuesday, March 2, 2021

REQUEST FOR BOARD ACTION: RBA-2021-1365

DEPARTMENT: Administrative Services
TIME REQUESTED: 10 Minutes
PRESENTER: Chair

AGENDA ITEM:
Citizen Input

BOARD ACTION REQUESTED:
Receive Citizen Input

BACKGROUND:
The Itasca County Board of Commissioners encourages citizen input. Each citizen will be allowed to address the County Board one time for up to three (3) minutes in length. Comments should be directed to the Board as a body. When addressing the Board, please state your name and address for the record. The Board will take all information under advisement. As part of County Board protocol, it is unacceptable for any speaker to slander or engage in character assassination at a County Board meeting. In addition, no political grandstanding, candidate endorsement, or other attempts to influence the outcome of an election shall be permitted. Any violation of the above statement shall result in the loss of your remaining time.

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION: None

RESULT:	**INFORMATIONAL - NO ACTION TAKEN**

ITASCA COUNTY
BOARD OF COMMISSIONERS
Itasca County Courthouse
123 NE 4th Street
Grand Rapids, MN 55744

Tuesday, March 2, 2021

REQUEST FOR BOARD ACTION: RBA-2021-1370

DEPARTMENT: Health & Human Services **TIME REQUESTED:** < 5 Minutes
PRESENTER: Eric Villeneuve

AGENDA ITEM:
Lease Addendum Between Itasca County and Independent School District # 318

BOARD ACTION REQUESTED:
Approve the Addendum to the Lease Agreement between Itasca County and Independent School District # 318 extending the current lease for the time period of 04/01/2021 - 09/30/2021 and authorize the County Board Chair to sign the lease agreement.

BACKGROUND:
Independent School District # 318 will be leasing 4,444 total square feet of space within the Itasca Resource Center. They will pay $13.00 a square foot, the lease dollars will go into the IRC Building Fund. ICHHS recommends approval.

COUNTY ATTORNEY REVIEW: No

SUPPORTING DOCUMENTATION:
1. ISD 318 Addendum 2021

03/02/2021

RESULT:	**RECOMMENDED FOR CONSENT**	**NEXT: 03/09/2021 2:30 PM**

ADDENDUM
to
Lease Agreement
Between Itasca County
and
Independent School District #318

WE THE PARTIES HERETO, AGREE THAT THE TERMS AND AGREEMENT OF THE CURRENT LEASE AGREEMENT FOR SPACE AT THE ITASCA RESOURCE CENTER, CURRENTLY IN PLACE FOR THE TERM OF APRIL 1, 2018 THROUGH MARCH 31, 2021 BE EXTENDED APRIL 1, 2021 THROUGH SEPTEMBER 30, 2021:

Page 1, **LEASED PREMISES**, are as follows:

	Room Number	Square Footage
Classroom	138	936
Classroom	149	848
Employee Break Room		90
Office	115	93
Office	116	93
Office	117	93
Office	112 & 113	555
Office	114A	260
Office	120 & 121	540
Shared Kitchen	128	443
Shared Space	123	60
Shared Space	132	433
		4,444 square feet

Page 2, **RENTS**, Section 4.03 are as follows:

4.03 a. In consideration for the use of said premises, LESSEE shall pay the LESSOR for 4,444 square feet of space at the rate of $13.00 per square foot for the sum of $4,814.33 per month, payable on the 5th day of each month.

All other descriptions remain unchanged in the 2018 Lease Agreement.

AND THAT THE PARTIES HEREIN WILL HONOR THESE SAME TERMS AND AGREEMENTS DESCRIBED.

APPROVED:

_____ _____
Chairperson, Itasca County Board Date

_____ _____
Director of Lessee Agency Date

_____ _____
Director, Itasca County Health & Human Services Date

ITASCA COUNTY
BOARD OF COMMISSIONERS
Itasca County Courthouse
123 NE 4th Street
Grand Rapids, MN 55744

Tuesday, March 2, 2021

REQUEST FOR BOARD ACTION: RBA-2021-1371

DEPARTMENT: Health & Human Services **TIME REQUESTED:** < 5 Minutes
PRESENTER: Eric Villeneuve

AGENDA ITEM:
Lease Addendum Between Itasca County and Kootasca Community Action, Inc.

BOARD ACTION REQUESTED:
Approve the Addendum to the Lease Agreement between Itasca County and Kootasca Community Action, Inc. extending the current lease for the time period of 04/01/2021 - 09/30/2021 and authorize the County Board Chair to sign the lease agreement.

BACKGROUND:
Kootasca Community Action, Inc. will be leasing 5,290 total square feet of space within the Itasca Resource Center. They will pay $13.00 a square foot, the lease dollars will go into the IRC Building Fund. ICHHS recommends approval.

COUNTY ATTORNEY REVIEW: No

SUPPORTING DOCUMENTATION:
1. Kootasca Addendum 2021

03/02/2021

RESULT:	**RECOMMENDED FOR CONSENT**	**NEXT: 03/09/2021 2:30 PM**

ADDENDUM
to
Lease Agreement
Between Itasca County
and
Kootasca Community Action, Inc.

WE THE PARTIES HERETO, AGREE THAT THE TERMS AND AGREEMENT OF THE CURRENT LEASE AGREEMENT FOR SPACE AT THE ITASCA RESOURCE CENTER, CURRENTLY IN PLACE FOR THE TERM OF MAY 1, 2018 THROUGH MARCH 31, 2021 BE EXTENDED APRIL 1, 2021 THROUGH SEPTEMBER 30, 2021:

Page 1, **LEASED PREMISES**, are as follows:

	Room Number	Square Footage
Classroom	134	936
Classroom	140	936
Classroom	142	936
Classroom	145	832
Employee Break Room		90
Office	118 & 119	448
Office – TAPP	238	176
Shared Kitchen	128	443
Shared Space	123	60
Shared Space	132	433
		5,290 square feet

Page 2, **RENTS**, Section 4.03 are as follows:

4.03 a. In consideration for the use of said premises, LESSEE shall pay the LESSOR for 5,290 square feet of space at the rate of $13.00 per square foot for the sum of $5,730.83 per month, payable on the 5th day of each month.

All other descriptions remain unchanged in the 2018 Lease Agreement.

AND THAT THE PARTIES HEREIN WILL HONOR THESE SAME TERMS AND AGREEMENTS DESCRIBED.

APPROVED:

_____ _____
Chairperson, Itasca County Board Date

_____ _____
Director of Lessee Agency Date

_____ _____
Director, Itasca County Health & Human Services Date

ITASCA COUNTY
BOARD OF COMMISSIONERS
Itasca County Courthouse
123 NE 4th Street
Grand Rapids, MN 55744

Tuesday, March 2, 2021

REQUEST FOR BOARD ACTION: RBA-2021-1372

DEPARTMENT: Health & Human Services **TIME REQUESTED:** < 5 Minutes
PRESENTER: Eric Villeneuve

AGENDA ITEM:
Lease Between Itasca County and Northeast Minnesota Office of Job Training

BOARD ACTION REQUESTED:
Approve the lease agreement between Itasca County and Northeast Minnesota Office of Job Training for the time period of 04/01/2021 - 03/31/2024 and authorize the County Board Chair to sign the lease agreement.

BACKGROUND:
Northeast Minnesota Office of Job Training will be leasing 3,209 total square feet of space within the Itasca Resource Center. They will pay $15.45 a square foot, the lease dollars will go to the IRC Building Fund. ICHHS recommends approval.

COUNTY ATTORNEY REVIEW: No

SUPPORTING DOCUMENTATION:
1. 2021 Lease Between Itasca County and Northeast Minnesota Office of Job Training

03/02/2021

RESULT:	**RECOMMENDED FOR CONSENT**	**NEXT: 03/09/2021 2:30 PM**

Lease Between Itasca County and Northeast Minnesota Office of Job Training

SYNOPSIS

This Lease Agreement is made by and between Itasca County hereinafter referred to as LESSOR; and Northeast Minnesota Office of Job Training, hereinafter referred to as LESSEE.

LESSEE: Northeast Minnesota Office of Job Training, an agency subject to a joint powers agreement of seven counties, including Itasca County, is a public entity under Minnesota Statute 466.01.

LESSOR: Itasca County is a political subdivision of the State of Minnesota. As such, Itasca County is empowered to carry out the governmental program of providing services under Minnesota Statute 373.01 subdivision 1 (4).

Itasca County is empowered to purchase, lease, rent, and maintain as a political subdivision of the State of Minnesota under Minnesota Statute 373.01.

Witnesseth: LESSOR and LESSEE, in consideration of the rents, covenants and considerations hereinafter specified, do hereby agree with the other as follows:

1. **LEASED PREMISES**

   LESSOR grants and LESSEE accepts the lease of the following described Leased Premises located in the City of Grand Rapids, County of Itasca, Minnesota, to-wit:

   Up to 3,209 total square feet in the building known as Itasca Resource Center located at 1209 SE 2nd Avenue, Grand Rapids, Minnesota.

2. **USE**

   LESSEE shall use and occupy the Leased Premises for its programs and services and for no other purpose.

3. **TERM**

   The term of the lease shall be three (3) years from the 1st of April, 2021 through the 31st of March, 2024, subject to termination by LESSOR during the term thereof upon six (6) month written notice to LESSEE.

4. RENTS

4.01 The consideration for this Lease Agreement shall be the mutual benefit to both parties of this Lease Agreement in so far as the collaborative is committed to improving access, delivery, and programming services to young children and families and individuals on a "one-stop" basis through collaboration and cooperation of the agencies involved in order to serve area residents in a more efficient and feasible manner.

4.02 LESSOR represents and warrants that it is solely entitled to all of the rents payable under the terms of this Lease Agreement and that it is a solvent organization. A complete auditor's report is available upon request.

4.03 In consideration for the use of said premises, LESSEE shall pay the LESSOR for 3,209 square feet of space at the rate of $15.45 per square foot the sum of $4,131.59 per month, payable on the 5th day of each month.

4.04 The building base operation costs will be reviewed on an annual basis with annual rents adjusted based on actual costs. Building base operating costs are those costs necessary and incidental to operating and maintaining the IRC building and related premises and shall include, but not be limited to, maintenance, cleaning, utilities, heating, cooling ventilation, lighting, restrooms, janitorial service, trash removal, recycling, snow removal, maintenance supplies, insurance and reserves.

LESSEE shall have the quiet enjoyment of the Leased Premises during the full term of this Lease Agreement and any extension of renewal thereof.

5. TERMINATION

5.01 In the event that LESSEE shall fail to fulfill its obligations as set forth in this lease, LESSOR shall notify LESSEE in writing setting forth the specific lease term in default. LESSEE shall then be allowed thirty (30) days to cure such default. In the event that such default is not corrected within such thirty (30) day period, LESSOR may, at LESSOR's option, declare this lease terminated.

5.02 LESSEE covenants that upon the termination of this Lease Agreement by lapse of time or otherwise, it shall remove its personal property and vacate and surrender possession of the Leased Premises to LESSOR in as good a condition as when LESSEE took possession, ordinary wear and damage by the elements expected. Any equipment, trade fixtures or furniture installed by LESSEE shall remain the property of the LESSEE.

LESSEE shall have the right to remove owned equipment at the expiration or termination of this Lease Agreement or any extension thereof.

5.03 This lease may further be terminated by the LESSOR or the LESSEE in the event that either party's governmental programs have a substantial decrease in funding or terminated upon giving thirty (30) days written notice.

5.04 If LESSEE defaults, improvements to building will be forfeited as well as grant monies.

6. DUTIES OF LESSOR

6.01 **Utilities:** LESSOR shall bear the cost of heat, electricity, air-conditioning, gas, sewer and water.

6.02 **Common Areas:** LESSOR shall provide sufficient light, heat and maintenance to the common areas and public access areas to the Leased Premises, so that such areas shall be safe and reasonably comfortable.

6.03 **Snow Removal:** LESSOR shall keep the public sidewalks adjacent to the building and any sidewalks leading from the public sidewalks to the building free from snow, ice and debris.

6.04 **Maintenance:** LESSOR shall maintain in working condition all appurtenances within the scope of this Lease Agreement, including the maintenance of proper plumbing, wiring, heating and cooling devices and ductwork.

6.05 **Repairs:** LESSOR shall make such necessary repairs so as to continue to provide all such services appurtenances as are required by this Lease Agreement provided, however, that LESSOR shall not be responsible for repairs upon implements or articles which are the personal property of the LESSEE, nor shall LESSOR bear the expense of repairs to the Lease Premises necessitated by damage caused by LESSEE beyond normal wear and tear.

6.06 **Janitorial and Trash Removal:** LESSOR shall provide janitorial services and trash removal at LESSOR'S expense. LESSEE shall be responsible for the day-to-day maintenance of storage facilities and surface areas at its expense.

6.07 **Accessibility:**

a. LESSOR agrees to provide and maintain the Leased Premises and building of which the Leased Premises are a part with accessibility and facilities meeting code requirements for handicapped persons, pursuant to all applicable laws, rules, ordinances and regulations as issued by any federal, state or local political subdivisions having jurisdiction and authority in connection with the property.

b. In the event of LESSOR'S failure to take steps to so comply within sixty (60) days following its receipt of notice of any such noncompliance, LESSEE, as its sole remedy, shall have this option to terminate this Lease Agreement within sixty (60) days prior to written notice to LESSOR.

7. DUTIES OF LESSEE

7.01 LESSEE shall allow access to the Leased Premises by LESSOR or its authorized representatives at any reasonable time during the life of this Lease Agreement for any purpose within the scope of this Lease Agreement.

7.02 LESSEE shall not use the Leased Premises at any time for any purpose forbidden by law or contrary to the requirements of the Minnesota Commissioner of Finance relative to the Leased Premises.

7.03 LESSEE shall not assign, sublet or otherwise transfer its interest in this Lease Agreement without the prior written consent of LESSOR. LESSEE for the benefit of the LESSOR shall require that any sublease, lease, contract or subcontract contain a provision that the Sub-Lessee or contracting party comply with Section 9 and the general terms of this Lease Agreement and that the sub-lessee or contracting party shall provide a certificate of insurance as proof of insurance as required herein for the benefit of the Parties to this agreement. Any agreement under this provision shall be subject to the review of the Itasca County Attorney's Office.

7.04 LESSEE shall make no alterations, additions, or changes in the Leased Premises without the advance written consent of LESSOR. All alterations, additions, improvements and fixtures, which may be made or installed by LESSOR upon the Leased Premises and which in any manner are attached

to the floors, walls, or ceilings, at the termination of this lease shall remain the property of LESSOR.

7.05 LESSEE shall be responsible for the payment of all costs associated with its telephone service to the Leased Premises.

7.06 On an annual basis, LESSEE shall furnish to LESSOR an initial program evaluation report and an annual budget including projected revenue and expenditure forecast.

8. DESTRUCTION OF PREMISES

In the event the Leased Premises are damaged or destroyed by fire or other casualty, LESSOR shall with reasonable diligence, repair such damage and restore the Leased Premises to substantially, its condition at the time LESSEE took possession at the commencement of the term thereof, subject to delays which may arise by reason of adjustment of loss under insurance policies and delays beyond the reasonable control of LESSOR; and to the extent the Leased Premises are rendered untenantable, the rent shall abate proportionately except that there shall be no abatement of rent in the event such damage was caused by or contributed by the act, fault or neglect of LESSEE, its employees or agents; if it is impractical to restore the Leased Premises, LESSOR may terminate this Lease Agreement and the rent shall be adjusted to the date of damage. LESSOR must notify LESSEE of its intentions within thirty (30) days of the damage and, if the intent is to restore, must start restoration within sixty (60) days of the damage and complete restoration within ninety (90) days thereafter or LESSEE reserves the right to terminate this Lease Agreement.

9. INSURANCE LIABILITY

9.01 MUTUAL INDEMNIFICATION

a. Each party shall be liable for its own acts to the extent provided by law and hereby agrees to indemnify, hold harmless and defend the other, its officers and employees against any and all liability, loss, costs, damages, expenses, claims or actions, including attorney's fees which the other, its officers and employees may hereafter sustain, incur or be required to pay, arising out of or by reason of any act or omission of the party, its agents, servants or employees, in the execution, performance, or failure to adequately perform its obligations pursuant to this Contract.

b. It is understood and agreed that the County's liability shall be limited by the provisions of Minn. Stat. Ch. 466 (Tort Liability, Political Subdivisions) or other applicable law.

9.02 LESSEE agrees at all times during the term of this Agreement to have and keep in force insurance, either under a self-insurance program or separate insurance policy, as follows:

a. Commercial General Liability shall list Itasca County as an additional insured with the following insurance limits:

	Limits
General Aggregate	$1,500,000
Products-Completed Operations Aggregate	$1,500,000
Personal and Advertising Injury	$1,500,000
Each Occurrence: Combined Bodily Injury and Property Damage	$1,500,000

b. Automobile Liability - Combined single limit each occurrence for bodily injury and property damage covering owned, non-owned and hired automobiles $1,500,000

c. Workers' Compensation and Employer's Liability: Statutory Limits

d. Employer's Liability

Bodily injury by:	
Accident - Each Accident	$500,000
Disease - Policy Limit	$500,000
Disease - Each Employee	$500,000

An umbrella or excess policy over primary liability coverage is an acceptable method to provide the required aggregate insurance amounts.

The above establishes minimum insurance requirements. It is the sole responsibility of LESSEE to determine the need for and to procure additional coverage that may be needed in connection with this Exhibit.

LESSEE, its agents, or contractors of Lessee, shall not commence work on the Site, or otherwise occupy the Site, until it has obtained required insurance and filed an acceptable Certificate of Insurance with LESSOR to the attention of the Risk Manager/Safety Officer. The Certificate shall:

a. List Itasca County as Certificate holder and as an additional insured with respect to operations covered under the Exhibit for all liability coverage except Workers' Compensation and Employer's Liability and Professional Liability, if applicable; and,

b. Be amended to show that Itasca County will receive thirty (30) days written notice in the event of cancellation, non-renewal or material change in any described policies.

9.03 Any public entity Sub-Lessee must provide the same indemnification and insurance requirements hereinabove set forth. Any private entity Sub-Lessee must provide the same indemnification and insurance requirements hereinabove set forth except that the general aggregate limit shall be increased to $3,000,000. Any sub-lease must be approved according to Section 7.03.

9.04 LESSEE further agrees the minimum requirements set forth above shall at all times be in an amount at least equal to the maximum liability of the LESSOR under Minn. Stat. 466.04 now or as said statute is hereafter amended or as otherwise required by law, statute or rule.

10. BUILDING ACCESS

LESSOR shall provide LESSEE with access to the Leased Premises during the term of this Lease.

11. NOTICES

All notices, or communications between LESSOR and LESSEE shall be deemed sufficiently given or rendered in writing and delivered to either party personally or sent by registered or certified mail addressed as follows:

LESSOR: Itasca County Health and Human Services
1209 SE 2nd Ave
Grand Rapids, MN 55744

LESSEE: Northeast Minnesota Office of Job Training
820 N 9th St.
P.O. Box 1028
Virginia, MN 55792

12. SIGNS

LESSEE agrees to obtain LESSOR'S prior written approval of all signs including lettering and other advertising media upon the exterior of the Leased Premises

13. ACCESS TO PREMISES

LESSOR shall have the right to enter upon the Leased Premises at reasonable hours for the purpose of inspecting the same or making repairs, additions, or alterations thereof or to the building in which the same are located. LESSOR further reserves the right to enter the Leased Premises at any time in the event of any emergency.

14. ARBITRATION

All claims, counterclaims, disputes and other matters in question between the parties arising out of or relating to this Agreement or the breach thereof will be decided by arbitration. Notice of demand for arbitration must be filed in writing with the other parties to this Agreement.

LESSOR	**LESSEE**
Itasca County	Northeast Minnesota Office of Job Training
By:_____	By:_____
Title:_____	Title:_____
Date:_____	Date:_____

ITASCA COUNTY
BOARD OF COMMISSIONERS
Itasca County Courthouse
123 NE 4th Street
Grand Rapids, MN 55744

Tuesday, March 2, 2021

REQUEST FOR BOARD ACTION: RBA-2021-1373

DEPARTMENT: Health & Human Services **TIME REQUESTED:** < 5 Minutes
PRESENTER: Eric Villeneuve

AGENDA ITEM:
Lease Between Itasca County and Itasca Medical Care

BOARD ACTION REQUESTED:
Approve the lease agreement between Itasca County and Itasca Medical Care for the time period of 04/01/2021 - 03/31/2024 and authorize the County Board Chair to sign the lease agreement.

BACKGROUND:
Itasca Medical Care will be leasing 4,700 total square feet of space within the Itasca Resource Center. They will pay $15.00 a square foot. ICHHS recommends approval.

COUNTY ATTORNEY REVIEW: No

SUPPORTING DOCUMENTATION:
1. Itasca County Lease-IMCARE 2021

03/02/2021

RESULT:	**RECOMMENDED FOR CONSENT**	**NEXT: 03/09/2021 2:30 PM**

Lease Between Itasca County and Itasca Medical Care

SYNOPSIS

This Lease Agreement is made by and between Itasca County hereinafter referred to as LESSOR; and Itasca Medical Care (IMCare), hereinafter referred to as LESSEE.

LESSOR: Itasca County is a political subdivision of the State of Minnesota. As such, Itasca County is empowered to carry out the governmental program of providing services under Minnesota Statute 373.01 subdivision 1 (4).

Itasca County is empowered to purchase, lease, rent, and maintain as a political subdivision of the State of Minnesota under Minnesota Statute 373.01.

Witnesseth: LESSOR and LESSEE, in consideration of the rents, covenants and considerations hereinafter specified, do hereby agree with the other as follows:

1. LEASED PREMISES

LESSOR grants and LESSEE accepts the lease of the following described Leased Premises located in the City of Grand Rapids, County of Itasca, Minnesota, to-wit:

Up to 4,700 total square feet in the building known as Itasca Resource Center located at 1209 SE 2nd Avenue, Grand Rapids, Minnesota.

2. USE

LESSEE shall use and occupy the Leased Premises for its programs and services and for no other purpose.

3. TERM

The term of the lease shall be three (3) years from the 1st of April, 2021 through the 31st of March, 2024, subject to termination by LESSOR during the term thereof upon six (6) month written notice to LESSEE.

4. RENTS

4.01 The consideration for this Lease Agreement shall be the mutual benefit to both parties of this Lease Agreement in so far as the collaborative is committed to improving access, delivery, and programming services to young children and families and individuals on a “one-stop” basis through collaboration and cooperation of the agencies involved in order to serve area residents in a more efficient and feasible manner.

4.02 LESSOR represents and warrants that it is solely entitled to all of the rents

payable under the terms of this Lease Agreement and that it is a solvent organization. A complete auditor's report is available upon request.

4.03 a. In consideration for the use of said premises, LESSEE shall pay the LESSOR for 4,700 square feet of space at the rate of $15.00 per square foot the sum of $5,875.00 per month to be billed quarterly following established IMCare billing protocol.

4.04 The building base operation costs will be reviewed on an annual basis with annual rents adjusted based on actual costs. Building base operating costs are those costs necessary and incidental to operating and maintaining the IRC building and related premises and shall include, but not be limited to, maintenance, cleaning, utilities, heating, cooling ventilation, lighting, restrooms, janitorial service, trash removal, recycling, snow removal, maintenance supplies, insurance and reserves.

LESSEE shall have the quiet enjoyment of the Leased Premises during the full term of this Lease Agreement and any extension of renewal thereof.

5. TERMINATION

5.01 In the event that LESSEE shall fail to fulfill its obligations as set forth in this lease, LESSOR shall notify LESSEE in writing setting forth the specific lease term in default. LESSEE shall then be allowed thirty (30) days to cure such default. In the event that such default is not corrected within such thirty (30) day period, LESSOR may, at LESSOR's option, declare this lease terminated.

5.02 LESSEE covenants that upon the termination of this Lease Agreement by lapse of time or otherwise, it shall remove its personal property and vacate and surrender possession of the Leased Premises to LESSOR in as good a condition as when LESSEE took possession, ordinary wear and damage by the elements expected. Any equipment, trade fixtures or furniture installed by LESSEE shall remain the property of the LESSEE. LESSEE shall have the right to remove owned equipment at the expiration or termination of this Lease Agreement or any extension thereof.

5.03 This lease may further be terminated by the LESSOR or the LESSEE in the event that either party's governmental programs are adversely changed or terminated upon giving thirty (30) days written notice.

5.04 If LESSEE defaults, improvements to building will be forfeited as well as grant monies.

6. DUTIES OF LESSOR

6.01 **Utilities:** LESSOR shall bear the cost of heat, electricity, air-conditioning, gas, sewer and water.

6.02 **Common Areas:** LESSOR shall provide sufficient light, heat and maintenance to the common areas and public access areas to the Leased Premises, so that such areas shall be safe and reasonably comfortable.

6.03 **Snow Removal:** LESSOR shall keep the public sidewalks adjacent to the building and any sidewalks leading from the public sidewalks to the building free from snow, ice and debris.

6.04 **Maintenance:** LESSOR shall maintain in working condition all appurtenances within the scope of this Lease Agreement, including the maintenance of proper plumbing, wiring, heating and cooling devices and ductwork.

6.05 **Repairs:** LESSOR shall make such necessary repairs so as to continue to provide all such services appurtenances as are required by this Lease Agreement provided, however, that LESSOR shall not be responsible for repairs upon implements or articles which are the personal property of the LESSEE, nor shall LESSOR bear the expense of repairs to the Lease Premises necessitated by damage caused by LESSEE beyond normal wear and tear.

6.06 **Janitorial and Trash Removal:** LESSOR shall provide janitorial services and trash removal at LESSOR'S expense. LESSEE shall be responsible for the day-to-day maintenance of storage facilities and surface areas at its expense.

6.07 **Accessibility:**

a. LESSOR agrees to provide and maintain the Leased Premises and building of which the Leased Premises are a part with accessibility and facilities meeting code requirements for handicapped persons, pursuant to all applicable laws, rules, ordinances and regulations as issued by any federal, state or local political subdivisions having jurisdiction and authority in connection with the property.

b. In the event of LESSOR'S failure to take steps to so comply within sixty (60) days following its receipt of notice of any such noncompliance, LESSEE, as its sole remedy, shall have this option to terminate this Lease Agreement within sixty (60) days prior to written notice to LESSOR.

7. DUTIES OF LESSEE

7.01 LESSEE shall allow access to the Leased Premises by LESSOR or its authorized representatives at any reasonable time during the life of this Lease Agreement for any purpose within the scope of this Lease Agreement.

7.02 LESSEE shall not use the Leased Premises at any time for any purpose forbidden by law or contrary to the requirements of the Minnesota Commissioner of Finance relative to the Leased Premises.

7.03 LESSEE shall not assign, sublet or otherwise transfer its interest in this Lease Agreement without the prior written consent of LESSOR.

7.04 LESSEE shall make no alterations, additions, or changes in the Leased Premises without the advance written consent of LESSOR. All alterations, additions, improvements and fixtures, which may be made or installed by LESSOR upon the Leased Premises and which in any manner are attached to the floors, walls, or ceilings, at the termination of this lease shall remain the property of LESSOR.

7.05 LESSEE shall be responsible for the payment of all costs associated with its telephone service to the Leased Premises.

7.06 On an annual basis, LESSEE shall furnish to LESSOR an initial program evaluation report and an annual budget including projected revenue and expenditure forecast.

8. DESTRUCTION OF PREMISES

In the event the Leased Premises are damaged or destroyed by fire or other casualty, LESSOR shall with reasonable diligence, repair such damage and restore the Leased Premises to substantially, its condition at the time LESSEE took possession at the commencement of the term thereof, subject to delays which may arise by reason of adjustment of loss under insurance policies and delays beyond the reasonable control of LESSOR; and to the extent the Leased Premises are rendered untenantable, the rent shall abate proportionately except that there shall be no abatement of rent in the event such damage was caused by or contributed by the act, fault or neglect of LESSEE, its employees or agents; if it is impractical to restore the Leased Premises, LESSOR may terminate this Lease Agreement and the rent shall be adjusted to the date of damage. LESSOR must notify LESSEE of its intentions within thirty (30) days of the damage and, if the intent is to restore, must start restoration within sixty (60) days of the damage and complete restoration within ninety (90) days thereafter or LESSEE reserves the right to terminate this Lease Agreement.

9. INSURANCE LIABILITY

9.01 It shall be the duty of the LESSOR to insure the building against damage from fire, wind, or any cause whatsoever. It is expressly understood that LESSEE assumes by this Lease Agreement no liability for such damages, except as provided in this Lease Agreement.

9.02 **Mutual Indemnification**

a. Each party shall be liable for its own acts to the extent provided by law and hereby agrees to indemnify, hold harmless and defend the other, its officers and employees against any and all liability, loss, costs, damages, expenses, claims or actions, including attorney's fees which the other, its officers and employees may hereafter sustain, incur or be required to pay, arising out of or by reason of any act or omission of the party, its agents, servants or employees, in the execution, performance, or failure to adequately perform its obligations pursuant to this Contract.

b. It is understood and agreed that the County's liability shall be limited by the provisions of Minn. Stat. Ch. 466 (Tort Liability, Political Subdivisions) or other applicable law.

c. Insurance: The LESSEE further agrees, in order to protect itself and the LESSOR under the indemnity provisions set forth above, to at all times during the term of this Agreement, have and keep in force a professional/commercial liability insurance policy in the amount of **$1,500,000.00** for total injuries or damages arising from any one incident and **$1,500,000.00** general aggregate. Worker's Compensation shall be provided per Minnesota statutory limits and Employer's Liability shall be in the amount of Bodily Injury by Accident: **$500,000.00** each Accident, Bodily Injury by Disease: **$500,000.00** each employee, Bodily Injury by Disease: **$500,000.00** policy limit. When transportation is provided by the LESSEE, said LESSEE shall have and keep in force automobile liability in the amount of **$1,500,000.00** for bodily injury and property damage covering owned, non-owned and hired automobiles. Itasca County must be named additional insured.

9.03 LESSEE agrees that LESSOR assumes by the Lease Agreement no liability for loss of LESSEE'S personal property resulting from fire, tornado, civil disorder, theft or any cause whatsoever, except as may be attributed to LESSOR's negligence, acts or omissions as determined by a court of law.

9.04 LESSEE shall be responsible to insure its personal property from loss, damage or destruction and to carry renter's insurance.

10. BUILDING ACCESS

LESSOR shall provide LESSEE with access to the Leased Premises during the term of this Lease.

11. NOTICES

All notices, or communications between LESSOR and LESSEE shall be deemed sufficiently given or rendered in writing and delivered to either party personally or sent by registered or certified mail addressed as follows:

LESSOR: Itasca County Health and Human Services
1209 SE 2nd Ave
Grand Rapids, MN 55744

LESSEE: Itasca Medical Care (IMCare)
1219 SE 2nd Ave
Grand Rapids, MN 55744

12. SIGNS

LESSEE agrees to obtain LESSOR'S prior written approval of all signs including lettering and other advertising media upon the exterior of the Leased Premises.

13. ACCESS TO PREMISES

LESSOR shall have the right to enter upon the Leased Premises at reasonable hours for the purpose of inspecting the same or making repairs, additions, or alterations thereof or to the building in which the same are located. LESSOR further reserves the right to enter the Leased Premises at any time in the event of any emergency.

14. TAXES

In the event this Lease is taxable, it will be the responsibility of LESSEE to pay property taxes.

15. ARBITRATION

All claims, counterclaims, disputes and other matters in question between the parties arising out of or relating to this Agreement or the breach thereof will be decided by arbitration. Notice of demand for arbitration must be filed in writing with the other parties to this Agreement.

LESSOR	**LESSEE**
Itasca County	Itasca Medical Care (IMCare)
By:_____	By:_____
Title:_____	Title:_____
Date:_____	Date:_____

ITASCA COUNTY
BOARD OF COMMISSIONERS
Itasca County Courthouse
123 NE 4th Street
Grand Rapids, MN 55744

Tuesday, March 2, 2021

REQUEST FOR BOARD ACTION: RBA-2021-1374

DEPARTMENT: Health & Human Services **TIME REQUESTED:** < 5 Minutes
PRESENTER: Eric Villeneuve

AGENDA ITEM:
Lease Between Itasca County and Itasca County Health & Human Services

BOARD ACTION REQUESTED:
Approve the lease agreement between Itasca County and Itasca County Health & Human Services for the time period of 04/01/2021 - 03/31/2024 and authorize the County Board Chair to sign the lease agreement.

BACKGROUND:
Itasca County Health & Human Services will be leasing 18,142 total square feet of space within the Itasca Resource Center. They will pay $13.00 a square foot, the lease dollars will go into the IRC Building Fund. ICHHS recommends approval.

COUNTY ATTORNEY REVIEW:

SUPPORTING DOCUMENTATION:
1. 2021 Lease Between Itasca County and ICHHS

03/02/2021

RESULT:	**RECOMMENDED FOR CONSENT**	**NEXT: 03/09/2021 2:30 PM**

Lease Between Itasca County and Itasca County Health & Human Services

SYNOPSIS

This Lease Agreement is made by and between Itasca County hereinafter referred to as LESSOR; and Itasca County Health & Human Services, hereinafter referred to as LESSEE.

LESSEE: Itasca County Health and Human Services is dedicated to providing Health & Human Services to Itasca County.

LESSOR: Itasca County is a political subdivision of the State of Minnesota. As such, Itasca County is empowered to carry out the governmental program of providing services under Minnesota Statute 373.01 subdivision 1 (4).

Itasca County is empowered to purchase, lease, rent, and maintain as a political subdivision of the State of Minnesota under Minnesota Statute 373.01.

Witnesseth: LESSOR and LESSEE, in consideration of the rents, covenants and considerations hereinafter specified, do hereby agree with the other as follows:

1. **LEASED PREMISES**

   LESSOR grants and LESSEE accepts the lease of the following described Leased Premises located in the City of Grand Rapids, County of Itasca, Minnesota, to-wit:

   Up to 18,142 total square feet in the building known as Itasca Resource Center located at 1209 SE 2nd Avenue, Grand Rapids, Minnesota.

2. **USE**

   LESSEE shall use and occupy the Leased Premises for its programs and services and for no other purpose.

3. **TERM**

   The term of the lease shall be three (3) years from the 1st of April, 2021 through the 31st of March, 2024, subject to termination by LESSOR during the term thereof upon six (6) month written notice to LESSEE.

4. **RENTS**

   4.01 The consideration for this Lease Agreement shall be the mutual benefit to

both parties of this Lease Agreement in so far as the collaborative is committed to improving access, delivery, and programming services to young children and families and individuals on a "one-stop" basis through collaboration and cooperation of the agencies involved in order to serve area residents in a more efficient and feasible manner.

4.02 LESSOR represents and warrants that it is solely entitled to all of the rents payable under the terms of this Lease Agreement and that it is a solvent organization. A complete auditor's report is available upon request.

4.03 In consideration for the use of said premises, LESSEE shall pay the LESSOR for 18,142 square feet of space at the rate of $13.00 per square foot the sum of $19,653.83 payable monthly or $235,846.00 payable annually.

4.04 The building base operation costs will be reviewed on an annual basis with annual rents adjusted based on actual costs. Building base operating costs are those costs necessary and incidental to operating and maintaining the IRC building and related premises and shall include, but not be limited to, maintenance, cleaning, utilities, heating, cooling ventilation, lighting, restrooms, janitorial service, trash removal, recycling, snow removal, maintenance supplies, insurance and reserves.

LESSEE shall have the quiet enjoyment of the Leased Premises during the full term of this Lease Agreement and any extension of renewal thereof.

5. TERMINATION

5.01 In the event that LESSEE shall fail to fulfill its obligations as set forth in this lease, LESSOR shall notify LESSEE in writing setting forth the specific lease term in default. LESSEE shall then be allowed thirty (30) days to cure such default. In the event that such default is not corrected within such thirty (30) day period, LESSOR may, at LESSOR's option, declare this lease terminated.

5.02 LESSEE covenants that upon the termination of this Lease Agreement by lapse of time or otherwise, it shall remove its personal property and vacate and surrender possession of the Leased Premises to LESSOR in as good a condition as when LESSEE took possession, ordinary wear and damage by the elements expected. Any equipment, trade fixtures or furniture installed by LESSEE shall remain the property of the LESSEE. LESSEE shall have the right to remove owned equipment at the expiration or termination of this Lease Agreement or any extension thereof.

5.03 This lease may further be terminated by the LESSOR or the LESSEE in

the event that either party's governmental programs have a substantial decrease in funding or terminated upon giving thirty (30) days written notice.

5.04 If LESSEE defaults, improvements to building will be forfeited as well as grant monies.

6. DUTIES OF LESSOR

6.01 **Utilities:** LESSOR shall bear the cost of heat, electricity, air-conditioning, gas, sewer and water.

6.02 **Common Areas:** LESSOR shall provide sufficient light, heat and maintenance to the common areas and public access areas to the Leased Premises, so that such areas shall be safe and reasonably comfortable.

6.03 **Snow Removal:** LESSOR shall keep the public sidewalks adjacent to the building and any sidewalks leading from the public sidewalks to the building free from snow, ice and debris.

6.04 **Maintenance:** LESSOR shall maintain in working condition all appurtenances within the scope of this Lease Agreement, including the maintenance of proper plumbing, wiring, heating and cooling devices and ductwork.

6.05 **Repairs:** LESSOR shall make such necessary repairs so as to continue to provide all such services appurtenances as are required by this Lease Agreement provided, however, that LESSOR shall not be responsible for repairs upon implements or articles which are the personal property of the LESSEE, nor shall LESSOR bear the expense of repairs to the Lease Premises necessitated by damage caused by LESSEE beyond normal wear and tear.

6.06 **Janitorial and Trash Removal:** LESSOR shall provide janitorial services and trash removal at LESSOR'S expense. LESSEE will allow janitorial staff in to begin cleaning daily at 3:00 PM, unless an exception is previously arranged with the LESSOR. LESSEE shall be responsible for the day-to-day maintenance of storage facilities and surface areas at its expense.

6.07 **Accessibility:**

a. LESSOR agrees to provide and maintain the Leased Premises and building of which the Leased Premises are a part with accessibility and facilities meeting code requirements for handicapped persons, pursuant to all applicable laws, rules, ordinances and regulations as issued by any federal, state or local political subdivisions having jurisdiction and authority in connection with the property.

b. In the event of LESSOR'S failure to take steps to so comply within sixty (60) days following its receipt of notice of any such noncompliance, LESSEE, as its sole remedy, shall have this option to terminate this Lease Agreement within sixty (60) days prior to written notice to LESSOR.

7. <u>DUTIES OF LESSEE</u>

7.01 LESSEE shall allow access to the Leased Premises by LESSOR or its authorized representatives at any reasonable time during the life of this Lease Agreement for any purpose within the scope of this Lease Agreement.

7.02 LESSEE shall not use the Leased Premises at any time for any purpose forbidden by law or contrary to the requirements of the Minnesota Commissioner of Finance relative to the Leased Premises.

7.03 LESSEE shall not assign, sublet or otherwise transfer its interest in this Lease Agreement without the prior written consent of LESSOR. LESSEE for the benefit of the LESSOR shall require that any sublease, lease, contract or subcontract contain a provision that the Sub-Lessee or contracting party comply with Section 9 and the general terms of this Lease Agreement and that the sub-lessee or contracting party shall provide a certificate of insurance as proof of insurance as required herein for the benefit of the Parties to this agreement. Any agreement under this provision shall be subject to the review of the Itasca County Attorney's Office.

7.04 LESSEE shall make no alterations, additions, or changes in the Leased Premises without the advance written consent of LESSOR. All alterations, additions, improvements and fixtures, which may be made or installed by LESSOR upon the Leased Premises and which in any manner are attached to the floors, walls, or ceilings, at the termination of this lease shall remain the property of LESSOR.

7.05 LESSEE shall be responsible for the payment of all costs associated with its telephone service to the Leased Premises.

7.06 On an annual basis, LESSEE shall furnish to LESSOR an initial program evaluation report and an annual budget including projected revenue and expenditure forecast.

8. DESTRUCTION OF PREMISES

In the event the Leased Premises are damaged or destroyed by fire or other casualty, LESSOR shall with reasonable diligence, repair such damage and restore the Leased Premises to substantially, its condition at the time LESSEE took possession at the commencement of the term thereof, subject to delays which may arise by reason of adjustment of loss under insurance policies and delays beyond the reasonable control of LESSOR; and to the extent the Leased Premises are rendered untenantable, the rent shall abate proportionately except that there shall be no abatement of rent in the event such damage was caused by or contributed by the act, fault or neglect of LESSEE, its employees or agents; if it is impractical to restore the Leased Premises, LESSOR may terminate this Lease Agreement and the rent shall be adjusted to the date of damage. LESSOR must notify LESSEE of its intentions within thirty (30) days of the damage and, if the intent is to restore, must start restoration within sixty (60) days of the damage and complete restoration within ninety (90) days thereafter or LESSEE reserves the right to terminate this Lease Agreement.

9. INSURANCE LIABILITY

9.01 MUTUAL INDEMNIFICATION

a. Each party shall be liable for its own acts to the extent provided by law and hereby agrees to indemnify, hold harmless and defend the other, its officers and employees against any and all liability, loss, costs, damages, expenses, claims or actions, including attorney's fees which the other, its officers and employees may hereafter sustain, incur or be required to pay, arising out of or by reason of any act or omission of the party, its agents, servants or employees, in the execution, performance, or failure to adequately perform its obligations pursuant to this Contract.
b. It is understood and agreed that the County's liability shall be limited by the provisions of Minn. Stat. Ch. 466 (Tort Liability, Political Subdivisions) or other applicable law.

9.02 LESSEE agrees at all times during the term of this Agreement to have and keep in force insurance, either under a self-insurance program or separate insurance policy, as follows:

a. Commercial General Liability shall list Itasca County as an additional insured with the following insurance limits:

	Limits
General Aggregate	$1,500,000
Products-Completed Operations Aggregate	$1,500,000
Personal and Advertising Injury	$1,500,000
Each Occurrence: Combined Bodily Injury and Property Damage	$1,500,000

b. Automobile Liability - Combined single limit each occurrence for bodily injury and property damage covering owned, non-owned and hired automobiles $1,500,000

c. Workers' Compensation and Employer's Liability: Statutory Limits

d. Employer's Liability

Bodily injury by:	
Accident - Each Accident	$500,000
Disease - Policy Limit	$500,000
Disease - Each Employee	$500,000

An umbrella or excess policy over primary liability coverage is an acceptable method to provide the required aggregate insurance amounts.

The above establishes minimum insurance requirements. It is the sole responsibility of LESSEE to determine the need for and to procure additional coverage that may be needed in connection with this Exhibit.

LESSEE, its agents, or Lessee's contractors, shall not commence work on the Site, or otherwise occupy the Site, until it has obtained required insurance and filed an acceptable Certificate of Insurance with LESSOR to the attention of the Risk Manager/Safety Officer. The Certificate shall:

a. List Itasca County as Certificate holder and as an additional insured with respect to operations covered under the Exhibit for all liability coverage except Workers' Compensation and Employer's Liability and Professional Liability, if applicable; and,

b. Be amended to show that Itasca County will receive thirty (30) days written notice in the event of cancellation, non-renewal or material change in any described policies.

9.03 Any public entity Sub-Lessee must provide the same indemnification and insurance requirements hereinabove set forth. Any private entity Sub-Lessee must provide the same indemnification and insurance requirements hereinabove set forth except that the general aggregate limit shall be increased to $3,000,000. Any sub-lease must be approved according to Section 7.03.

9.04 LESSEE further agrees the minimum requirements set forth above shall at all times be in an amount at least equal to the maximum liability of the LESSOR under Minn. Stat. 466.04 now or as said statute is hereafter amended or as otherwise required by law, statute or rule.

10. BUILDING ACCESS

LESSOR shall provide LESSEE with access to the Leased Premises during the term of this Lease.

11. NOTICES

All notices, or communications between LESSOR and LESSEE shall be deemed sufficiently given or rendered in writing and delivered to either party personally or sent by registered or certified mail addressed as follows:

LESSOR: Itasca County
123 NE 4th Street
Grand Rapids, MN 55744

LESSEE: Itasca County Health and Human Services
1209 SE 2nd Ave
Grand Rapids, MN 55744

SIGNS

LESSEE agrees to obtain LESSOR'S prior written approval of all signs including lettering and other advertising media upon the exterior of the Leased Premises

12. ACCESS TO PREMISES

LESSOR shall have the right to enter upon the Leased Premises at reasonable hours for the purpose of inspecting the same or making repairs, additions, or alterations thereof or to the building in which the same are located. LESSOR further reserves the right to enter the Leased Premises at any time in the event of any emergency.

13. ARBITRATION

All claims, counterclaims, disputes and other matters in question between the parties arising out of or relating to this Agreement or the breach thereof will be decided by arbitration. Notice of demand for arbitration must be filed in writing with the other parties to this Agreement.

LESSOR	**LESSEE**
Itasca County	Itasca County Health & Human Services
By:_____	By:_____
Title:_____	Title:_____
Date:_____	Date:_____

ITASCA COUNTY
BOARD OF COMMISSIONERS
Itasca County Courthouse
123 NE 4th Street
Grand Rapids, MN 55744

Tuesday, March 2, 2021

REQUEST FOR BOARD ACTION: RBA-2021-1351

DEPARTMENT: Management Information Services **TIME REQUESTED:** 5 Minutes
PRESENTER: Chris Gunderson

AGENDA ITEM:
Request for Hiring Authorization

BOARD ACTION REQUESTED:
Authorize IT Director/HR to post and fill the open Grade-9 Help Desk position.

BACKGROUND:
MIS has had an open Grade-9 Help Desk Technician position since ~March 2019. We have had a temporary employee filling the position since December 2020 but we would now like to fill the position permanently.

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION:
1. Hiring Request form_Help Desk position

03/02/2021

RESULT:	**RECOMMENDED FOR CONSENT**	**NEXT: 03/09/2021 2:30 PM**

ITASCA COUNTY
BOARD OF COMMISSIONERS
Itasca County Courthouse
123 NE 4th Street
Grand Rapids, MN 55744

Tuesday, March 2, 2021

REQUEST FOR BOARD ACTION: RBA-2021-1338

DEPARTMENT: Environmental Services **TIME REQUESTED:** < 5 Minutes
PRESENTER: Greg Stoltz

AGENDA ITEM:
Dry Chemical System Replacement

BOARD ACTION REQUESTED:
Approve the purchase and installation of a new Dry Chemical System from Brothers Fire & Security in the amount of $19,249.00

BACKGROUND:
The Dry Chemical System currently installed at the Itasca County Transfer Station, HHW (household hazardous waste) area no longer meets State Standards and will need to be replaced. Brothers Fire and Security currently has a contract with Itasca County ESD to service and maintain all Fire Suppression Systems at the facility both wet and dry. Brothers Fire has submitted a quote in the amount of $19,249.00 for the removal and installation of a new system that will bring the facility into State Compliance.
Itasca County and Brothers Fire & Security has maintained a great working relationship for well over 15 years.

COUNTY ATTORNEY REVIEW: Yes and/or Pending

SUPPORTING DOCUMENTATION:
1. 2021 HHW Quote

03/02/2021

RESULT:	**RECOMMENDED FOR CONSENT**	**NEXT: 03/09/2021 2:30 PM**

Elk River Office
9950 East Highway 10, Elk River, MN 55330
Telephone: 763-441-2290 Fax: 763-441-5010

St. Cloud Office
3051 3rd Street S, Waite Park, MN 56387
Telephone: 763-441-2290 Fax: 763-441-5010

Fire Alarm, Monitoring, Security
Fire Sprinkler & Suppression Systems

Sales / Estimating / Design / Installation /Inspections / 24 Hour Emergency Service & Repair

Complete Life Safety Solutions

TO:	Greg Stoltz
COMPANY:	Itasca County ESD
ADDRESS:	29959 East Bass Lake Road Grand Rapids, MN 55744
PHONE:	218-327-7338
CELL PHONE:	218-910-8338
EMAIL:	greg.stoltz@co.itasca.mn.us
RE:	Industrial Dry Chemical Installation

FROM:	David LaRue
PAGE:	1 of 3
DATE:	February 08, 2021
OFFICE #:	763-441-2290
CELL #:	763-218-2041
EMAIL:	DavidL@BrothersFire.com

QUOTATION:

Brothers Fire Protection Company's proposal includes the material and labor for the following improvements:

STATEMENT OF WORK:

Pursuant to your request, we wish to offer our pricing for the installation of a Pyrochem Monarch PCI dry chemical UL-17 compliant fire protection system to include all labor, parts, and material, permits and testing for the Itasca ESD located at the Transfer Station 29959 East Bass Lake Road Grand Rapids MN 55744. All work proposed shall be installed in accordance with project drawings, NFPA Code, Manufacturer listing and local AJH requirements.

Scope of work:
Removal of existing obsolete Ansul SPA Dry Chemical Fire Suppression system with the Installation of a new Pyrochem Monarch PCI Dry Chemical Fire Suppression system for the protection of one sorting room, paint room, flammables room and the receiving room. Installation shall comply with manufactures specifications, NFPA and with the AHJ requirements. Final test system with AHJ. This proposed work is based on working during normal company hours.

Exclusions:
Customer shall hire their own electrician for the wiring of shutdowns of electrical and wire the exhaust fan operation to turn off when the system is activated. All electrical and Fire Alarm wiring MUST be terminated outside of the system control cabinet within its own UL listed enclosure. It may be required to install a horn strobe, for means of notification when the fire system is activated, verification with the AHJ is recommended.

- Fire Alarm / Horn Strobe, installation or wiring
- Fire Extinguishers and/or cabinets
- Pipe identification, stencils, valve tags or charts
- Work or handling of hazardous material or toxic substances encountered.
- Access panels beyond the scope of project.

The price quoted is subject to a mutually acceptable subcontract agreement subject to the Terms and Conditions attached hereto or Brothers Fire and Security standard Terms and Conditions attached for your reference.

Total cost: $19,249.00

Sincerely,

David LaRue
Life Safety Sales Rep

_____
Authorized Signature
Printed Name: _____
Title: _____
Date: _____

Elk River Office
9950 East Highway 10, Elk River, MN 55330
Telephone: 763-441-2290 Fax: 763-441-5010

St. Cloud Office
3051 3rd Street S, Waite Park, MN 56387
Telephone: 763-441-2290 Fax: 763-441-5010

Fire Alarm, Monitoring, Security
Fire Sprinkler & Suppression Systems

Sales / Estimating / Design / Installation /Inspections / 24 Hour Emergency Service & Repair

Complete Life Safety Solutions

TERMS AND CONDITIONS

The following terms and conditions by Brothers Fire & Security ("Brothers") in the attached hereto ("Quote"), to the customer ("Customer") identified on the Quote. The Quote, these Terms and any attachments or exhibits are collectively referred to herein as this "Agreement".

1. Limitation of Liability: Customer acknowledges that the Charges are based upon the limitations of liability set forth in this Section and that were Brothers to assume any further liability other than as set forth herein, the Charges would be substantially higher. The exclusive remedy against Brothers for any damages whatsoever to Customer arising out of or related to a breach of this Agreement shall be the refund of the fees paid by Customer to Brothers for the 12 months preceding the breach.

Customer agrees to indemnify, hold harmless, defend and release Brothers from liability and shall reimburse Brothers for any liabilities, damages, losses or expenses (including reasonable attorneys' fees, expert fees and costs (including litigation costs), injuries, claims, suits, judgments and causes of action incurred by Brothers in connection with any claims, suits, judgments and causes of action which relate to the products or services Brothers provides. This indemnity includes claims brought by any third party, including, without limitation, Customer's insurance company, whether the claim arises under contract, warranty, tort or any other theory of liability.

2. Contractual limitation period: Customer expressly agrees that any claim, lawsuit or cause of action, whether in contract, tort or other legal theory, relating in any way and/or arising out of Brothers' services and/or materials provided to customer, its subsidiaries and/or its insurers, must be filed no more than one (1) year from the date of the alleged damage(s) occurs, that is the subject of the claim, lawsuit and/or cause of action. Customer expressly waives any statutory and/or common law limitation period to the contrary.

3. Waiver of Subrogation: In case of any claim or loss, Customer agrees that it is responsible to maintain, and has sufficient insurance coverage to cover any potential claim or loss. Customer further agrees to look to its property and/or general liability insurance carrier for reimbursement. Customer and Brothers mutually agree to release one another from any and all claims with respect to any loss covered by (or which should have been covered) the insurance coverages which were required and/or recommended that may be applicable to any property where Brothers performs services and/or provides materials for Customer. For purposes of this section, all deductibles shall be considered insured losses. They further mutually agreed that their respective insurance companies shall have no right of subrogation against the other on account thereof.

4. Warranty Disclaimer: Except as provided in any specific warranty paragraphs, Brothers makes no warranty of any kind, express or implied, including but not limited to, any warranty of merchantability or warranty of fitness for a particular purpose.

5. Inspections Only: This agreement is not a guarantee or warranty that the system will in all cases provide the level of protection for which it was originally intended, is free of all defects and deficiencies, and is in compliance with all applicable codes. Customer agrees that it has not retained Brothers to make these assessments unless otherwise specifically indicated.

6. Intent of Inspection: This inspection/testing is not intended to be a code review, complete system or code compliance evaluation.

Elk River Office
9950 East Highway 10, Elk River, MN 55330
Telephone: 763-441-2290 Fax: 763-441-5010

St. Cloud Office
3051 3rd Street S, Waite Park, MN 56387
Telephone: 763-441-2290 Fax: 763-441-5010

Brothers Fire & Security

Fire Alarm, Monitoring, Security
Fire Sprinkler & Suppression Systems

Sales / Estimating / Design / Installation /Inspections / 24 Hour Emergency Service & Repair

Complete Life Safety Solutions

7. Customer Responsibilities: Customer shall be responsible for maintaining adequate heat throughout the facility to prevent freezing or damage to the existing fire sprinkler system. The customer understands and expressly acknowledges that fire protection systems are susceptible to damage by water intrusion, ice, or other conditions inside the piping that Brothers cannot detect upon inspection. In the event that water, ice, or other conditions occur which render the fire protection system inoperable or damaged, Brothers expressly disclaims any responsibility for such conditions, and assumes no responsibility to investigate the cause, source or extent of such condition. Customer acknowledges this warning and acknowledges that under NFPA and other applicable codes and regulations, it is the responsibility of the customer to maintain its fire protection system, including but not limited to ensuring proper drainage. Failure to properly maintain or drain such systems may lead to breaks or other conditions that may render the fire protection system inoperable, or that damage to the system may result in injury, damage to property and loss of use.

8. Payment: The cost for the Inspection is set forth on the Proposal (the "Charges") and is subject to change by Brothers. All payments for charges shall be due within 30 days after receipt by Customer of an invoice for such Charges. Charges that are not paid in full 30 days after receipt by Customer of the invoice therefore shall be subject to interest charges of the lesser of 1.5% per month or portion thereof and the highest amount permitted by law, which interest shall accrue daily.

9. Term and Termination: This Agreement shall commence on the Effective Date and shall continue for the Term of Service set forth on the Proposal. Either party may terminate this Agreement for any reason upon 30 days written notice to the other party with respect to any Inspections that have not yet occurred. Upon termination of this Agreement, Brothers and Customer shall have no obligations to each other except as provided in this Agreement and Customer shall pay all amounts due and owing to Brothers, if any. The rights and obligations of both parties, which by their nature would continue beyond the termination of this Agreement (including, without limitation, those relating to limitations of liability), shall survive such termination indefinitely.

10. Governing Law: This agreement will be governed by, construed and enforced in accordance with the laws of the State of Minnesota applicable to agreements made and to be performed entirely within such state, without regard to such state's conflict of laws rules. Brothers and Customer agree that any action brought by any party shall be brought and resolved exclusively by the state and federal courts located in Sherburne County (MN) and the courts to which an appeal therefrom may be taken, provided that any party shall have the right, to the extent permitted by applicable law, to proceed against any other party or its property in any other location to the extent necessary for the enforcing party to enforce a judgment or other court order or arbitral award. Each of the parties hereby consents to the jurisdiction of such courts and waives all questions of jurisdiction and venue. The parties agree that either, or both of them may file a copy of this section with any court as written evidence of the knowing, voluntary and bargained agreement between the parties irrevocably to waive any objections to venue or to convenience of forum. Legal process in any proceeding may be served on any party anywhere in the world.

11. Severability: If one or more of the provisions contained in this Agreement are found to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions shall not be affected.

12. Entire Agreement: This Agreement constitutes the entire agreement of the parties and supersedes all oral negotiations and prior writings with respect thereto. When used in this Agreement, the terms "hereof," "herein" and "hereunder" refer to this Agreement in its entirety, including any attachments to this Agreement and not to any particular provisions of this Agreement, unless otherwise indicated.

ITASCA COUNTY
BOARD OF COMMISSIONERS
Itasca County Courthouse
123 NE 4th Street
Grand Rapids, MN 55744

Tuesday, March 2, 2021

REQUEST FOR BOARD ACTION: RBA-2021-1343

DEPARTMENT: Land Department
TIME REQUESTED: 5 Minutes
PRESENTER: Kory Cease, AmberBeth VanNingen

AGENDA ITEM:
MN DNR Land Acquisition Request

BOARD ACTION REQUESTED:
Adopt the Resolution Re: Review of Proposed State Land Acquisition and Designation, which approves an approximately 62 acre private land acquisition in Lot 4, NWSW and SWSW of section 26, Township 57N-Range 26W by Minnesota Department of Natural Resources for expansion of the Wabu Woods Scientific and Natural Area.

BACKGROUND:
The project contains three parcels (parcel #s 65-026-2300, 65-026-3200, 65-026-3301) totaling approximately 62 acres and over 400 feet of undeveloped shoreline on the northeast portion of Deer Lake bordering the south block of the DNR administered Wabu Woods Scientific and Natural Area (SNA) as well as other private lands. The purpose of SNAs is to protect the best of Minnesota's remaining natural heritage such as rare species, native prairies, old-growth forests and geologic features. It is proposed that the acquired lands will be open to public hunting, including the use of dogs for game birds. It includes a good public access point along Christmas Point Trail.

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION:
1. Wabu Woods Project Packet
2. DNR Letter to County Board

02/16/2021

RESULT:	**INFORMATIONAL - NO ACTION TAKEN**

Motion To: Refer to the item to the March 2, 2021 Work Session and direct the DNR to provide further information as to what restrictions are placed on properties adjoining the SNA requested property.

RESULT:	**APPROVED (5 TO 0)**
MOVER:	Commissioner Leo Trunt
SECONDER:	Commissioner Ben DeNucci
AYES:	Davin Tinquist, Terry Snyder, Leo Trunt, Burl Ives, Ben DeNucci

Motion To: Deny the request to approve an approximately 62 acre private land acquisition in Lot 4, NWSW and SWSW of Section 26, Township 57N, Range 26W by Minnesota Department of Natural Resources for expansion of the Wabu Woods Scientific and Natural Area (SNA).

RESULT:	**APPROVED (3 TO 2)**
MOVER:	Commissioner Ben DeNucci
SECONDER:	Commissioner Terry Snyder
AYES:	Terry Snyder, Burl Ives, Ben DeNucci
NAYS:	Davin Tinquist, Leo Trunt

ITASCA COUNTY
BOARD OF COMMISSIONERS

Itasca County Courthouse
123 NE 4th Street
Grand Rapids, MN 55744

Tuesday, March 2, 2021

RESOLUTION

RE: REVIEW OF PROPOSED STATE LAND ACQUISTION AND DESIGNATION

WHEREAS, in accordance with Minnesota Statutes 84.944, Subd. 3 and 97A.145, Subd. 2, 2004 and accordance with Minn. Sess. Law Serv. Ch. 262, Sec. 3 (West), Amending Minn. Stat. Sec. 84.033 (2002), the Commissioner of the Department of Natural Resources on 23 February 2021 provided the county board with a description of lands to be acquired and designated by the State of Minnesota as a Scientific and Natural Area.

NOW THEREFORE BE IT RESOLVED, lands to be acquired and designated are described as follows:
That part of the Southwest Quarter of the Southwest Quarter (SW ¼ SW ¼), Northwest Quarter of the Southwest Quarter (NW ¼ SW ¼) and Government Lot Four (4), Section Twenty-six (26), Township Fifty-seven (57) North, Range Twenty-six (26) West of the Fourth Principal Meridian, lying easterly and northeasterly of the following described line: Commencing at the southwest corner of said Section 26; thence North 85 degrees 31 minutes 32 seconds East, assumed bearing along the south line of said SW ¼ SW ¼, a distance of 658.40 feet to the midpoint of said south line, the point of beginning of the lines to be described; thence North 0 degrees 54 minutes 06 seconds West, 2606.76 feet to the midpoint of the south line of said Government Lot 4; thence continue North 0 degrees 54 minutes 06 seconds West, 780.00 feet; thence North 68 degrees 31 minutes 03 seconds West, 562.00 feet, more or less, to the shore of Deer Lake and there terminate,

containing 62.56 acres, more or less, under the control and possession of the Department of Natural Resources.

Subject to reservations, restrictions and easements as the same appear of record. Subject to the right of way for Christmas Point Road, and subject to an easement for access to the remainder of Government Lot 4 and the W ½ SW ¼, Section 26-57-26, as the same now exists.

Proposed DNR Acquisition to add to Wabu Woods Scientific and Natural Area (SNA)

We request county board approval to acquire and designate an addition to Wabu Woods Scientific and Natural Area. This addition will add approximately 62 acres to the existing SNA (for a total of 165 acres). The parcel is bordered by the SNA (to the north), private land, and includes undeveloped shoreline on Deer Lake. Deer Lake is an oligotrophic lake meaning it is low in nutrients, naturally clear, and has high water quality. It has a small watershed, especially for a lake of its size. Over the past decade negative changes in water quality and natural vegetation surrounding the lake have been observed by residents. The lake saw its first known algal bloom in 2008. The Deer Lake Association (DLA) is a very active group of residents - commissioning studies, participating in monitoring, and meeting regularly. The DLA brought this parcel of land to the attention of the DNR as a possible addition to the SNA. In addition to the undeveloped shoreline, the parcel contains high quality hardwood forests and wetlands contiguous with the existing SNA. These forests and wetlands help the SNA Program achieve our goals of protecting significant amounts of Minnesota's native plant communities.

Scientific and Natural Areas (SNAs) are part of the state Outdoor Recreation System created by the Minnesota Legislature. To date there are 168 SNAs statewide, including nine in Itasca County:

- Boltuck-Rice Forever Wild (72 acres)
- Botany Bog (132 acres)
- Chisholm Point Island (28 acres)
- Ladies Tresses Swamp (40 acres)
- Little Too Much Lake (59 acres)
- Lost 40 (114 acres)
- Mississippi Oxbow (22 acres)
- Potato Lake (84 acres)
- Wabu Woods (103 acres)

The purpose of SNAs is to protect the best of Minnesota's remaining natural heritage such as rare species, native prairies, old-growth forests, and geologic features. The SNA Program's goal is to ensure that rare features persist in each region of the state. Additional information on Scientific and Natural Areas may be found on the SNA website at www.dnr.state.mn.us/snas.

SNAs are open to the public for compatible recreation that includes nature observation, photography, hiking, and snowshoeing. For protection of the site's natural features some activities are typically not allowed in SNAs such as camping, campfires, damaging vegetation, or motorized recreation. **We propose that this addition have the same uses as the existing SNA and be open to public hunting, including the use of dogs for game birds.** Parking will continue to be available at the overlook or along county road 62. The addition contains good access points along Christmas Point Trail for public use, and for use by SNA managers and volunteers.

PILT (Payment in Lieu of Taxes) is calculated from the sale price of the property and is re-calculated every 5 years based on county land appraisals. The statutes governing PILT are MS 477A.11 to 477A.14. More information on PILT can be found on the PILT page of the DNR website at http://www.dnr.state.mn.us/aboutdnr/legislativeinfo/pilt/index.html or by contacting Susan Damon, DNR Division of Lands and Minerals, 651-259-5961.



Itasca County – DNR Recent and Future Land Sales 02/11/21

Recent Sales

- 38 acres along Hwy 38 (2019)
- Lakeshore lot on Spider Lake (2016)
- Lakeshore lot on Little Long Lake (2018)

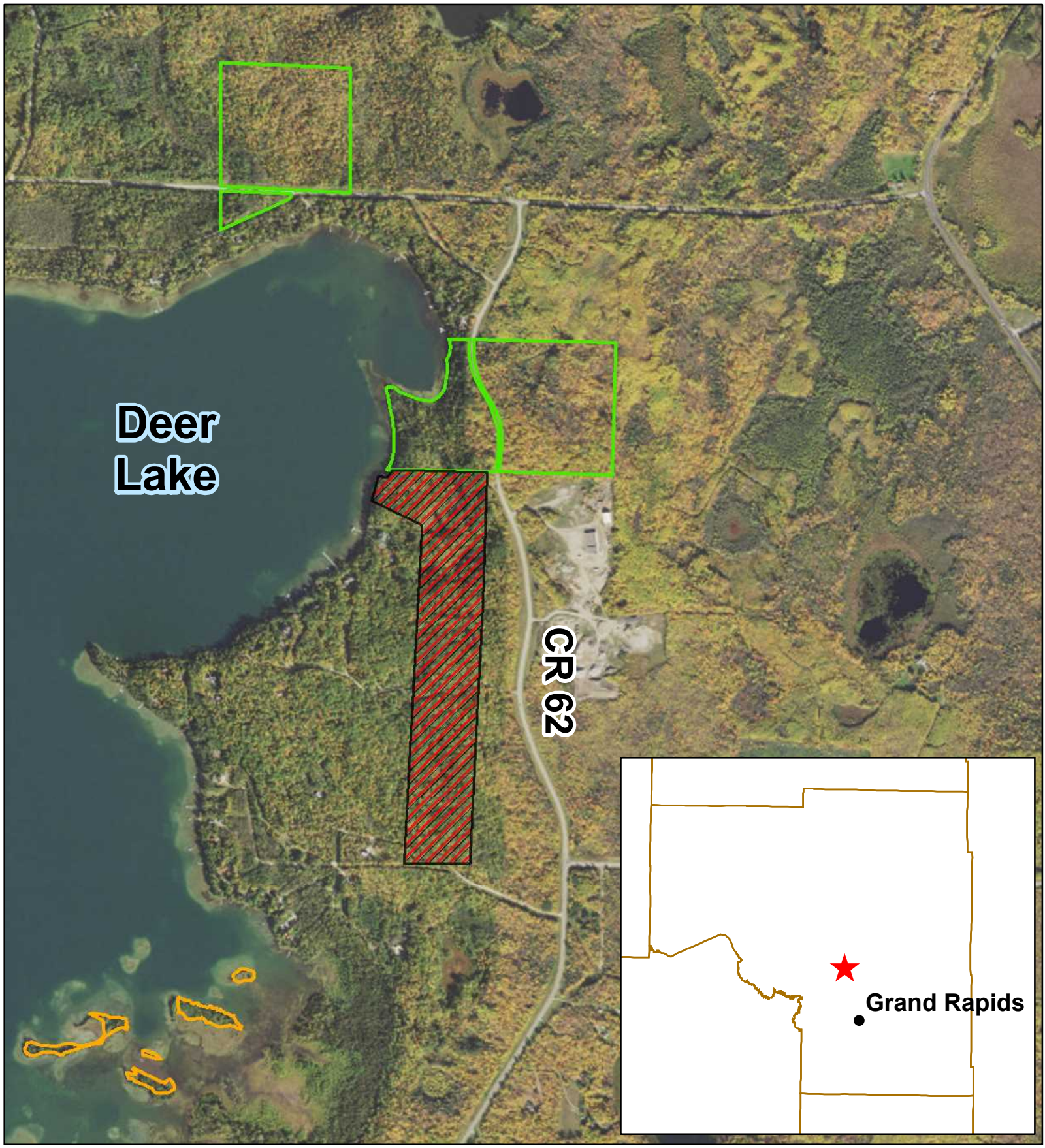
Sold 2015-2020								
Closing Date	**Name**	**Acres**	**Actual Bid**	**T**	**R**	**S**	**40**	**G. Lot**
3/24/2016	Lost Moose Lake	0.70	$31,000.00	58	25	15	NENW	2
				58	25	15	SWNW	3
10/27/2016	Spider Lake	1.14	$8,026.40	58	25	18	SWNW	6
1/17/2017	Outlot A, Mirror Lake Homesites	1.04	$92,770.00	61	23	3	SWNW	5
12/17/2018	Little Long Lake	0.25	$2,697.00	59	24	16	NWNW	4
8/15/2019	Itasca 1, Hwy 38	36.83	$33,400.00	61	26	22	NWSE	
TOTAL		**39.96**	**$167,893.40**					
Acquired 2015-2020								
Closing Date	**Name**	**Acres**	**Appraised/Est. Market Value**	**T**	**R**	**S**	**40**	**G. Lot**
3/3/2015	George Washington SF	43.70	$48,840.00	60	22	12	NENW	
2/17/2017	Scenic State Park	21.30	$250,000.00	60	26	1	SWSE, SESE	18
4/2/2018	Birds Eye Lake AMA	66.45	$1,188,000.00	148	26	28,28,29	SWNW, NWSW, SENE	2, 3, 1
6/6/2018	Mississippi Oxbow SNA	23.00	$11,440.00	53	24	16	SWNE	4
6/12/2019	DNR Fisheries - Gift	3.30	$70,000.00	148	26	28	SWSW	4
		157.75	**$1,568,280.00**					

Sales to be Offered

- 6 lakeshore parcels totaling 16 acres have been offered in the past, but have not sold. These will be reviewed to see why they didn't sell and offered again. These parcels are located on Burrows, Pokegama, and Little Long lakes.

- DNR Forestry has identified three lakeshore parcels (96 acres) for future sales that will be internally vetted and offered as possible.

- DNR Forestry has also identified a number of additional lakeshore and rural parcels for sale that may need some possible cure prior to sale (trespass, landlocked, etc.).



Proposed Addition to Wabu Woods SNA

0 0.25 0.5 Miles

N

Proposed SNA Addition
Wabu Woods SNA
Balsam-Deer Islands WMA

November 10, 2020

Mr. Terry Snyder
Itasca County Board of Commissioners
Itasca County Courthouse
123 NE 4th St
Grand Rapids, MN 55744

Re: Letter of Support, Authorization for SNA Expansion near Deer Lake

Dear Terry –

Congratulations on your recent re-election! I hope you and your family are staying well.

I am writing to provide a Letter of Support to a proposal that will be presented to the Itasca County Commissioners. The proposal requests Commissioner authorization to approve a negotiated sale between a private landowner and the MN DNR Scientific and Natural Area (SNA) program. The parcels include approximately 62 acres of land and just over 400 feet of shoreline on the NE corner of Deer Lake. The parcels include 65-026-2300, 65-026-3200, and 65-026-3300. These parcels are juxtaposed to an existing SNA called Wabu Woods.

The DNR operates Wabu Woods SNA near Deer Lake. Authorization for this proposal will result in an expansion of the Wabu Woods SNA, not a new or additional SNA.

The Deer Lake Association (DLA) has been in contact with the current private landowner, with the DNR SNA Program, and with interested property owners on Deer Lake regarding this proposal. The Deer Lake Association enthusiastically supports this proposal and asks for your support to authorize this sale.

DLA supports the sale of this property to the SNA Program for the following reasons:

1. Scientific and Natural Areas are exceptional places where native plants and animals flourish; where rare species are protected; and where we can know, and study, Minnesota's natural features. This proposal includes an expansion of an existing SNA, not a new SNA.

2. SNAs Scientific and Natural Areas are public lands open to recreational activities that do not disturb natural conditions. SNAs are established for their outstanding ecological features, which people want to enjoy. As a result, as an SNA, these parcels would become open for public enjoyment.

Mr. Terry Snyder

Itasca County Board of Commissioners

Itasca County Court House

123 NE. 4th Street

Grand Rapids, MN 55744

November 11, 2020

Dear Terry:

You may remember our meeting with AmberBeth VanNingen in June of 2019. We discussed the potential purchase approximately 62 acres of undeveloped land by the DNR for addition to the Wabu Woods Scientific and Natural Area near the northeast shore of Deer lake in Itasca County. This land is contiguous with the southern border of the Wabu Woods SNA and would add significantly to that resource for the benefit and enjoyment of Itasca County's residents and visitors. Margaret and I are site stewards for the Wabu Woods SNA and we understand the value of that property for the environmental quality of the Deer Lake watershed and as a public recreational resource. The property being considered for purchase adds to that value, as well as contributing wetlands and areas of old growth aspen, which are rare in our region. This is a special piece of property that can be added to the Wabu Woods SNA for Minnesotans and visitors who wish to enjoy the wild land, both upland and along the lake, for recreation and outdoor opportunities.

Margaret and I also have a strong relationship with Deer Lake, which is ranked as one of the cleanest and clearest lakes in the state. Between the two of us, we have a history on the lake going back to the late 1950's. We have seen development bring new residents who can enjoy this beautiful resource, but that development also brings new challenges to water quality, the environment and outdoor opportunities. The land being considered for purchase by the Minnesota DNR, and for addition to the Wabu Woods SNA, will add sustainability to each of those important aspects of Deer Lake and its watershed. From the addition of water filtering wetlands along the shore to old growth aspen, oak and red pine in the forest, the purchase and protection of this land will help Itasca County meet its clean water goals and give residents of Itasca County, visitors and all Minnesotans, a remarkable, unique recreational resource for the future.

Sincerely Yours,

David B & Margaret M Duxbury

Itasca County Board,

The Scientific and Natural Area (SNA) Program of the Department of Natural Resources would like to thank you for the opportunity to present on a land acquisition project adjacent to our Wabu Woods SNA at the County board work session on February 16th, 2021. Through discussion at this meeting, we recognize that there are key pieces of information that the County board would like to better understand regarding the DNRs public land holdings. This letter seeks to outline this information in advance of the February 23rd, 2021 County board regular session.

As was discussed at the recent County board work session, the SNA program is looking to add a 64-acre parcel to the existing Wabu Woods SNA on Deer Lake. This project has a willing landowner and the support of the Deer Lake Association, who brought the parcel to the program's attention. This addition would improve access to the SNA, maintain water quality of Deer Lake, and also protect mature forest and a small amount of lakeshore on a sensitive lake with a small watershed. Current estimated market value of this property totals $236,400.

In addition, the DNR is partnering with local conservation groups to acquire two other properties in Itasca County. These include:

- The Minnesota Deer Hunters Association received a CPL grant for the purchase of a 640 acre parcel surrounded on all sides by DNR Forestry lands in the Big Fork State Forest. This project was previously discussed with Commissioners Snyder and Tinquist, and helps preserve critical access to working forestlands and outdoor recreation. The estimated market value of this property is $458,300.
- The Trust for Public Land (TPL) is working with Blandin to purchase a 40-acre parcel that would be added to Bass Brook WMA in Grand Rapids, MN. Estimated market value of this property totals $130,900

The DNR continues to look for ways to optimize its land portfolio through the Strategic Land Asset Management (SLAM) program. State land assets are regularly evaluated for how well they continue to contribute to DNR's overall conservation goals of providing outdoor recreation, protecting significant natural resources, and benefiting local resource-based economies. Through this process, the DNR has identified a suite of parcels in Itasca County that are currently being reviewed in consultation with the Office of School Trust Lands (OSTL), to be offered for sale at public auction. Some additional vetting, title review, and market analysis needs to be completed, however the DNR is committed to moving each of the identified surplus parcels through this review process with the intent of offering each at upcoming public auctions. These properties include:

- Six lakeshore parcels totaling 16 acres have been offered in the past, but did not sell. These will be reviewed to see why they did not sell and, pending review, strategically offered again. These parcels are located on Burrows, Sugar Bay, and Little Long lakes. County estimated market value for these parcels totals $875,400.
- Three lakeshore parcels totaling 96 acres are in review by the OSTL. Pending approvals by OSTL, the DNR anticipates these parcels going to auction this year or next. Parcels are located on Splithand and Pokegama Lake. County estimated market value for these parcels totals $1,608,400.
- Six additional lakeshore and rural parcels totaling over 100 acres that may need some possible cure prior to sale (landlocked, survey needs, etc.). Pending internal discussions for these cures,

these parcels could be offered at future land auctions. County estimated market value for these parcels totals $279,400.

We recognize and appreciate the County's concern over tax revenue implications of DNR's proposed land sales and acquisition efforts. We are hopeful the above information and our commitment to identifying and reviewing surplus DNR lands to be offered for sale at public auction will help balance these concerns.

Signatures:

Darrell Schindler Digitally signed by Darrell Schindler Date: 2021.02.22 13:38:21 -06'00'

_____

Darrell Schindler, Northeast Regional Manager
Division of Ecological and Water Resources

Angela Aarhus-Ward Digitally signed by Angela Aarhus-Ward Date: 2021.02.22 13:44:14 -06'00'

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Angela Aarhus-Ward, Northeast Wildlife Regional Manager
Division of Fish and Wildlife

Lonnie Lilly Digitally signed by Lonnie Lilly Date: 2021.02.22 15:21:52 -06'00'

_____

Lonnie Lilly, Northeast Regional Manager
Division of Forestry

ITASCA COUNTY
BOARD OF COMMISSIONERS
Itasca County Courthouse
123 NE 4th Street
Grand Rapids, MN 55744

Tuesday, March 2, 2021

REQUEST FOR BOARD ACTION: RBA-2021-1369

DEPARTMENT: Transportation
TIME REQUESTED: 15 Minutes
PRESENTER: Karin Grandia

AGENDA ITEM:
5 Year Plan for Highway Improvement Projects Presentation

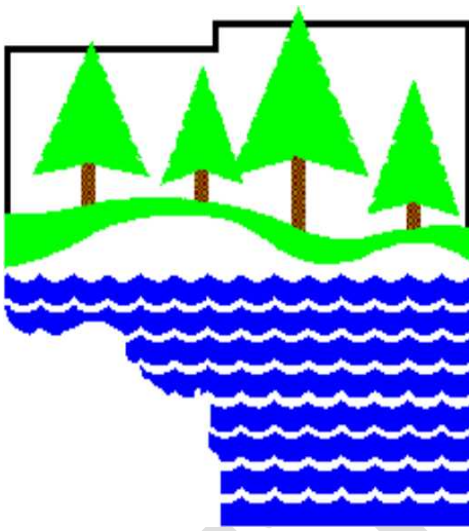
BOARD ACTION REQUESTED:
Informational

BACKGROUND:
The Transportation Department updates the 5 Year Plan for Highway Improvement Projects on an annual basis. Attached is the draft plan for 2021 - 2025. Notice of this presentation was published in the Grand Rapids Herald Review and the Scenic Range News. Additionally, copies of the plan were sent to Townships, Cities and utility companies for their review and comment.

COUNTY ATTORNEY REVIEW:

SUPPORTING DOCUMENTATION:
1. 2021 5 YEAR PLAN DRAFT

RESULT:	**INFORMATIONAL - NO ACTION TAKEN**



Itasca County

2021

5-Year Plan
For
Highway Improvement Projects

DRAFT

Itasca County Engineer
Karin Grandia
327-2853

February 17, 2021

Introduction

Itasca County annually reviews and updates the Five-Year Plan for Highway Improvement Projects. The annual review process allows the County Board and staff the opportunity to reassess the Highway Improvement Plan and to make adjustments due to changes in financial restrictions, highway conditions, public input, and goals and priorities.

The 2021 Five Year Plan is a flexible five-year action plan for bridge and highway projects. Only construction projects listed during the current year are funded.

- Notice -
Itasca County 5 Year Plan for Road and Bridge Construction Projects

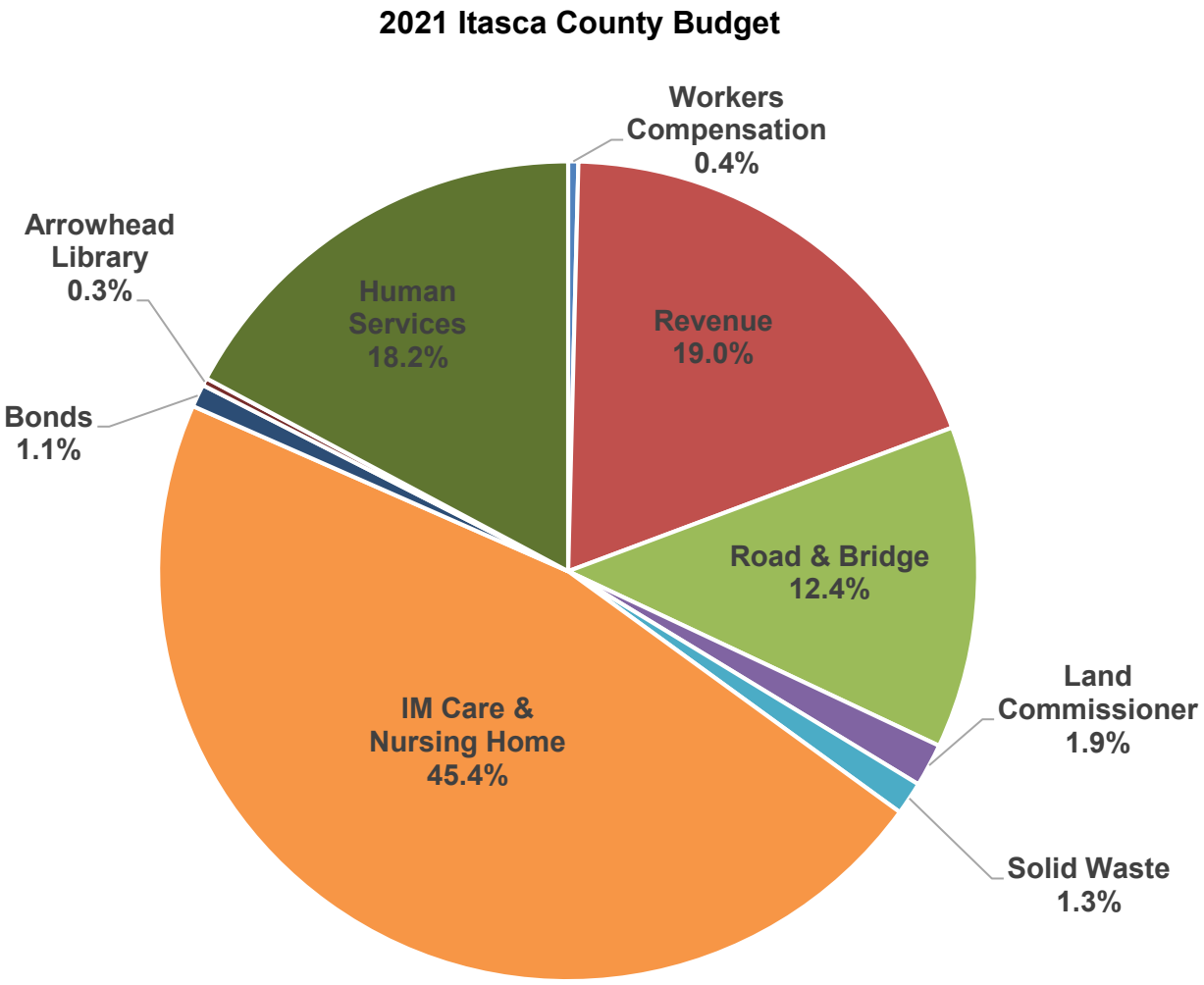
Public input concerning the Itasca County 5 Year Plan for Road and Bridge projects will be accepted at the regularly scheduled County Board Work Session on March 2, 2021 in the County Board Room of the Itasca County Courthouse. County Board members will be available to hear verbal input. Written comment will be accepted at the Transportation Department until March 23, 2021. A copy of the proposed plan and maps showing the projects and their locations is available for review at the Transportation Department in the County Courthouse and online on the Itasca County website under the Transportation Department tab.

Itasca County Transportation Department Overview

The County Transportation Department is responsible for maintaining approximately 1335 miles of roadway and 140 bridges. The department also can be directly or indirectly involved with the maintenance of roadways under the jurisdiction of the 16 cities, 39 organized townships, and the 40 unorganized townships in the county.

The County Engineer, through the staff, is responsible for the administration of both the highway maintenance division and the highway construction division. The maintenance division consists of approximately 75 employees divided between 5 maintenance districts and central purchasing and repair. These employees are responsible for graveling, grading, drainage, signing, snow removal, ice control, equipment repair and minor road improvements. The construction division consists of approximately 15 employees and is responsible for the design and construction administration of all contracted road and bridge improvement projects.

As is shown below, the Transportation Department accounts for approximately 12.4% of the proposed $156,032,898 - 2021 Itasca County Budget. In addition to the $19,301,971 administered by the Transportation Department as part of the Itasca County Budget, the construction division administers on average an additional $1,000,000 per year in federal construction dollars spent in Itasca County.



Road Jurisdiction

In Itasca County, there are generally three levels of road jurisdiction:

State - Consisting of Trunk Highways - Examples include TH 169, TH 2, TH 1 etc. These roads are generally higher volume highways, which provide primary transportation routes between cities and regions within the state.

County - Consisting of;

- County State Aid Highways (CSAH) - Examples include CSAH 7, CSAH 19, and CSAH 3 etc. These roads are generally roads which serve as local transportation routes between cities and regions within the county.
- County Municipal State Aid Highways - Consisting of Municipal State Aid Highways located within cities with populations less than 5000. Examples include CSAH 61 in Coleraine and CSAH 81 in Deer River
- County Roads - Examples include County Road 449, County Road 128, and County Road 539. These roads are generally lesser traveled and serve as access to local population areas. All county roads have 3-digit numbers.
- Unorganized Township Roads - These are generally local gravel roads located within an unorganized township. By state statute, the county is required to provide maintenance on these roads. These roads have county road numbers.

Local - Consisting of:

- Municipal State Aid Streets - Consisting of Municipal State Aid Streets located within cities with populations greater than 5000.
- Local Municipal Streets - These are generally local streets serving municipal subdivisions.
- Organized Township Roads - These are local roads within organized townships. Examples include Southwood Road in Harris Township or Walker Road in Spang Township.
- Federal Forest Service Roads - These are local recreational or logging roads having forest service jurisdiction.
- County Forest Access Roads - These roads are under the jurisdiction of the County Land Commissioner (Land Department). They are generally used for timber access and recreational uses. They may be gated or receive little or no maintenance.

Funding Sources

Funding Sources for Itasca County consist of a combination of Federal, State and Local Funds.

Federal Funds

- Federal Funds spent on road projects within Itasca County are originally allocated by Congress as part of a nationwide transportation bill. The source of the money is based on the federal portion of the gas tax. The majority of these funds which make it to Minnesota are spent on state administered trunk highway projects.

- Itasca County can and does receive federal funds. The county has historically used federal funds to supplement local funding for bridge projects or railroad crossing projects. In addition, due to the fact that the Chippewa National Forest is located within the county, the county periodically receives a portion of The Federal Forest Highway Fund. These funds can only be spent on roads within the forest boundary. The projects are prioritized by the forest service and the county and the projects are administrated by the county.

- Federal funds can only be spent on qualifying projects and generally require a substantial increase in project administration costs due to the increase in required federal documentation. The funds also generally require a minimum of 20% local match.

State Aid Funds

- The county receives a yearly allotment from the state to be spent on county state aid and municipal aid routes. The source of this allotment is primarily the state gas tax. These funds can only be spent on qualifying state aid routes and have historically been used for construction and maintenance. This allotment is approximately 50% of the funding for the transportation department.

Bridge Bonding

- Bridge Bonding funds are allocated by the Minnesota legislature every other year. The county can and does receive bridge bonding funds. These funds can be used on any eligible bridge in Itasca County on either a CSAH, a county road or a township bridge. State Bridge Bonding funds are allocated to the county as grants (no repayment by the county).

County Funds

- The County Board allocates a portion of its yearly budget to the transportation department for construction and maintenance of county roads. The funding primarily comes from local property taxes. These funds are generally spent on local road and maintenance projects. The amount available each year can vary greatly based on overall county budget needs.

- In 2014, the County Board implemented a wheelage tax on vehicles registered in Itasca County. This tax is estimated to generate approximately $420,000 per year. These funds are used to supplement the maintenance and construction on roads not qualifying for state aid funding.

Unorganized Township Funds

- The unorganized township fund receives monies from the road and bridge levy in each unorganized township. These funds are generally spent on local road and maintenance projects in unorganized township areas.

Typical Funding Amounts

Construction Funding

It is difficult to provide a 'Typical' funding year due to the variability of different funding sources. The following data is based on historical data and does not indicate future funding amounts.

Federal Funds

- On average, Itasca County receives over $1,000,000 per year in federal funds for road and bridge projects.

State Aid Funds

- Each year Itasca County receives approximately $10,050,000 of State Aid Funds. Of that amount, $8,900,000 is regular state aid and $1,150,000 is municipal state aid.
- The funding is split 60/40 so that approximately $5,300,000 is allocated for construction and $3,600,000 for maintenance.
- Approximately $690,000 is allocated for Municipal County State Aid construction and $460,000 is allocated for Municipal Maintenance.

Bridge Bonding

- Over the past 5 years approximately $600,000 per year has been available for bridge and railroad crossing construction projects. These funds vary from year to year.

County Funds

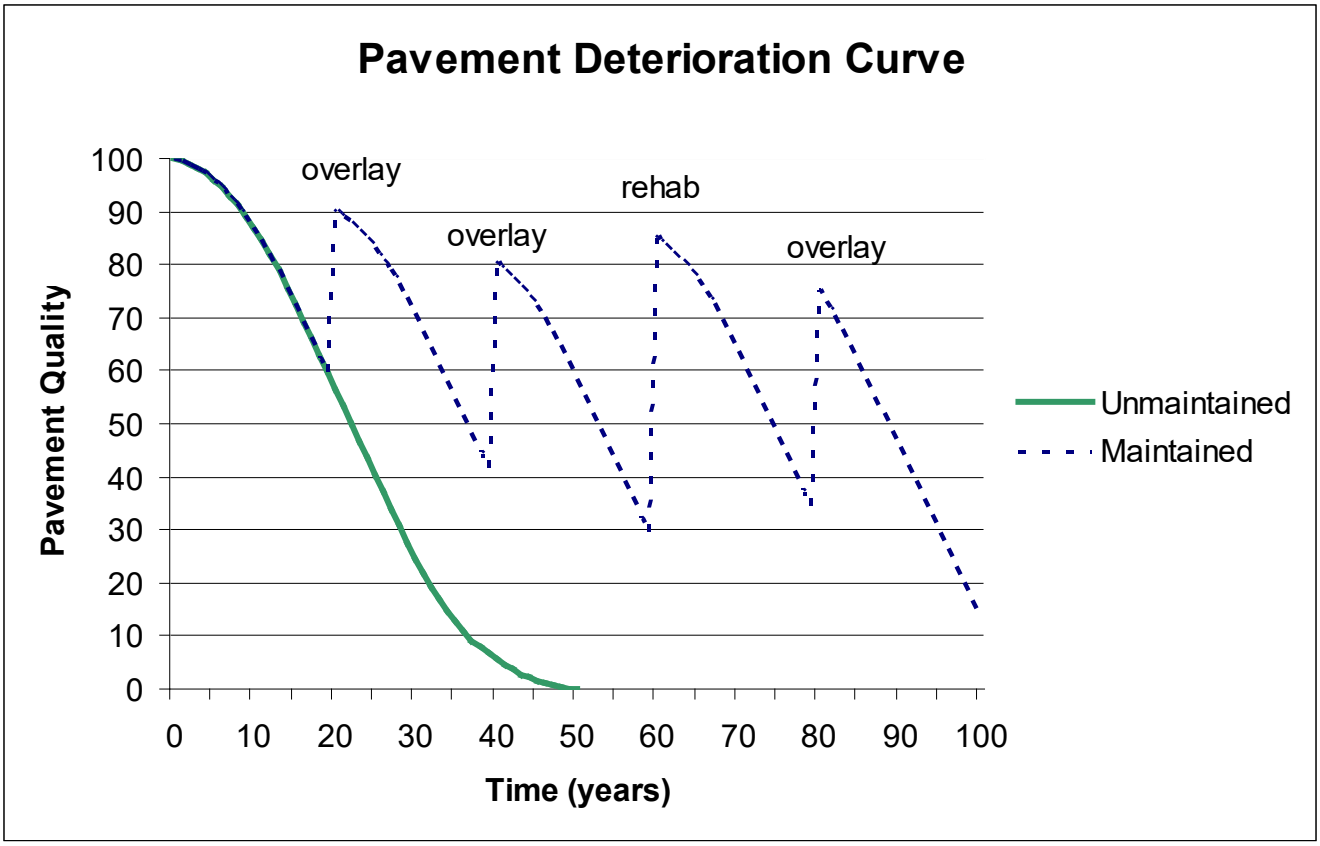
- County Construction funds are typically utilized to upgrade existing gravel County Roads to a bituminous surfaced road. These funds have not been available for many years due to budgeting constraints.
- County Preservation funds have remained at $680,000 over the past 5 years and are supplemented with the monies collected from the wheelage tax, providing a total of $1,100,000 for preservation. These funds are typically used on existing paved roads for contracted projects such as bituminous overlays, regrading and surfacing.
- The County averages $300,000 per year for gravel production which is used to surface existing County gravel roads.

Other Funding

- Itasca County has received funding for projects from other sources including State Bridge Bonding, Unorganized Township Funding, Town Bridge and Town Road accounts. State Bridge Bonding is a major source of funding for bridge construction projects and is allocated by the State Legislature.

Protecting our Pavement Investment

Pavements tend to deteriorate over time due to traffic loads and environmental effects. A graph of the life cycle of a typical bituminous road is shown below where the pavement rating is a relative evaluation of the condition of the road.



The solid line indicates how a pavement would perform with no maintenance. The road is graded and paved at year 0 and is at its best condition (Pavement Quality Index, PQI =100). The pavement will deteriorate over time and after about 30 to 35 years the pavement would deteriorate to the point where vehicle travel would be dangerous at best (PQI = 20).

The dashed line indicates the maintenance strategy of most transportation departments. Periodic overlays and rehabilitation projects are performed to increase the PQI on an interval which attempts to maximize the pavement's ride quality. Every 50 years a rehabilitation project is performed, which replaces culverts and addresses minor grade or subgrade issues. Approximately every 100 years, the road will require a major regrade project.

How much does a paved road Cost?

This County will review construction standards and consider:

- Reconstruct the grade of the road every 100 years
- Rehabilitate the road every 50 years
- Perform surface treatment every 20 years

The following costs are used for budgeting road improvement projects:

1. $ 1,000,000 per mile to reconstruct a road and surface with bituminous pavement.
2. $ 250,000 per mile to rehabilitate an existing bituminous road.
3. $ 100,000 per mile for surface treatment of an existing bituminous road.

The Cost cycle of 1 mile of road:

Year 1	Construct	@	$ 1,000,000
Year 20	Surface Treatment	@	$ 100,000
Year 40	Surface Treatment	@	$ 100,000
Year 60	Rehabilitation	@	$ 250,000
Year 80	Surface Treatment	@	$ 100,000
Total			$ 1,550,000

This equates to approximately **$15,500 per mile per year** to maintain a bituminous road.

There are:

1. 557 total miles of paved roads (County Jurisdiction)
2. 450 of paved CSAH mileage
3. 107 of paved County funded road mileage (3-digit roads)

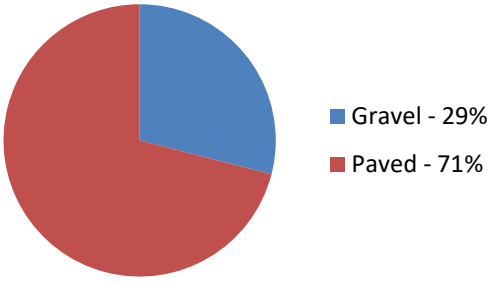
Therefore; to maintain our existing bituminous county roads we require the following yearly budget:

450 CSAH miles - $6.98 million (current allocation at $5.95 million)
107 County miles - $1.66 million (current allocation at $1.1 million)

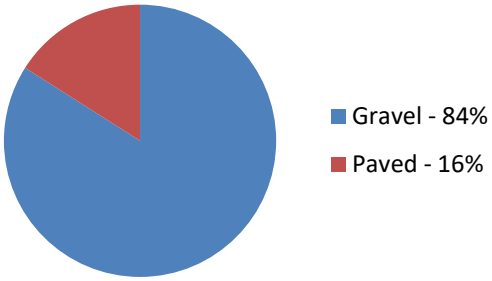
These figures do not include bridge projects, snow plowing, minor surface repairs or other incidental maintenance costs

Gravel vs. Paved

CSAH SYSTEM (648 MILES - TOTAL)



COUNTY SYSTEM (687 MILES - TOTAL)



Of the approximately 1335 miles of roads under Itasca County jurisdiction, approximately 50% are designated CSAH and 50% are designated straight County. In addition, approximately 42% of Itasca County road miles are paved.

The average annual cost to maintain a bituminous road is approximately $15,500 per mile based on construction and surface resurfacing costs over the expected life of the road.

The annual cost to maintain a gravel road surface can vary greatly and is usually directly related to the traffic volume on the road. The following table indicates an estimate of the road surface maintenance costs required for gravel roads with three traffic volume levels.

Road ADT	100	200	300
Surface Maintenance Costs (Grader time)			
Grader minutes per mile	60 minutes @ $120.00/hr per mile	60 minutes @ $120.00/hr per mile	60 minutes @ $120.00/hr per mile
Number of grading passes per week	0.5	2	3
Grading weeks per year	26	26	26
Grading Cost per mile per year	$ 1,560.00	$ 6,240.00	$ 9,360.00
Material Costs (Gravel)			
Re-gravel interval	10 years	5 years	3 years
Cost per mile per year	$ 1,250.00	$ 2,500.00	$ 4,166.00
Total yearly cost per mile	**$ 2,810.00**	**$ 8,740.00**	**$ 13,526.00**

As can be seen, the maintenance costs rise with the increase in daily traffic volume. The surface costs for a gravel road begin to justify paving at an ADT level of around 300 vehicles per day, from a maintenance perspective.

The following table lists the number of miles of gravel and bituminous surfaced roads under county jurisdiction. As can be seen, the majority of roads over 300 ADT have bituminous surface

NOTES:
- ADT means the Average Annual Daily Traffic count which is an estimate of the number of vehicles per day, calculated on an annual average.
- The State Aid Funding rules discourage the use of State Aid funds for paving roads under an ADT of 150 vehicles per day.

SURFACE TYPE - CATEGORIZED BY TRAFFIC COUNT						
	Surface type	**0-100 ADT**	**100 -200 ADT**	**200 - 300 ADT**	**OVER 300 ADT**	**Total**
CSAH SYSTEM	**Paved (miles)**	**10**	**65**	**52**	**334**	**461**
	Gravel (miles)	**97**	**68**	**10**	**12**	**187**
COUNTY ROAD SYSTEM	**Paved (miles)**	**22**	**27**	**40**	**26**	**115**
	Gravel (miles)	**507**	**63**	**2**	**0**	**572**
	Total	**636**	**223**	**92**	**384**	**1,335**

System Preservation Priorities

The County Transportation Department uses a variety of indicators to prioritize construction and rehabilitation projects. Some of these are:

- Safety
- Preservation of existing pavement
- Availability of funding
- Traffic count
- Cost participation by others
- Project grouping
- Maintenance costs
- Pavement Quality Index
- Economic Development
- Public request

These factors are evaluated on potential projects to arrive with the County 5-year Plan which is reviewed and updated on a yearly basis.

System Evaluation

The Transportation Department performs a pavement roadway evaluation and rating which gives a relative ride and pavement condition rating to all paved State Aid and county roads. This process provides a basis for potential future construction projects based on the condition of the existing road independent of other factors. The department then evaluates the individual projects as to a recommended type of construction project required to bring the roadway to an acceptable ride

Condition Rating Scale Description

100 - New Road
80 - Good Condition (10 years after new construction)
60 - Overlay needed (20 years after new construction)
40 - Rehabilitation recommended
20 - Reconstruction recommended

5 Year Plan Base Data

RE-GRADE PROJECTS

Road	Description	Project Length	2017 ADT	PQI	Proposed Const. Yr.
238	End of pavement to CR 247	0.8	220	NA	2021
Bigfork	Rajala Mill Rd & Ash Street	0.7	NA	NA	2021
63	Hwy 2 / 63 Intersection	-	4400	2.9	2021
52	TH 65 to CR 544	5.0 mi	100	NA	2021
Bike Trail	City of Deer River - Hwy 2 to City Ball Fields	1.8 mi	-	NA	2021
60	CR 329 to CSAH 7	1.5 mi	210	2.6	2022
7	TH 169 to 1.3 miles North	1.3 mi	1500	3.1	2022
52	CR 340 to CR 342	2.8 mi	100	NA	2023
7	CSAH 59 to CSAH 8	4.0 mi	1050	3	2024
15	TH 169 to end	0.7mi	465	NA	2024
92	0.15 mi E of CR 256 to CSAH 19	1.2 mi	475	NA	2025
52	CR 340 to Horsehead Lake Trail	4.3 mi	100	NA	2025

BITUMINOUS PROJECTS

Road	Description	Project Length	2017 ADT	PQI	Proposed Const. Yr.
60	CSAH 49 to CR 329	6.0 mi	210	NA	2021
433	TH 65 to 1.5 miles west	1.5 mi	70	NA	2021
561	TH 169 to TH 169	0.8 mi	35	0.5	2021
80	TH 169 to TH 169 (Marble)	1.2 mi	800	2	2021
84	TH 169 to TH 169 (Calumet)	0.5 mi	195	2.4	2021
16	TH 169 to 1st Ave	0.4 mi	1600	1.5	2021
45	TH 38 to end of Pavement	11.1 mi	235	2.9	2021
82	TH 169 to 2nd Street	0.7 mi	1150	1.8	2021
3	Th 169 to City Limits	3.6 mi	4000	2.1	2022
4	CSAH 29 to TH 6	6.2 mi	230	3.7	2022
81	TH 2 to TH 6 (Deer River)	0.9 mi	590	2.8	2022
29	TH 46 to Dora Lake Bridge	10.8 mi	170	3.7	2022
238	CSAH 19 to CR 247	2.3 mi	220	2.3	2022
94	CSAH 62 to 1.7 miles east	1.7 mi	330	3.1	2022
149	Bridge 88201 to TH 46	0.7	75	3	2022
449	CSAH 17 to CR 458	6.5	340	6.5	2022
75	CSAH 7 to State Park	1.5 mi	70	3.2	2023
92	CSAH 44 to 0.15 mi E of CR 256	8.5 mi	475	3.1	2023
93	CR 179 to CSAH 88	1.0 mi	190	2.3	2023
7	CSAH 75 to TH 38	7.1 mi	435	3	2023
43	TH 38 west Daley Larson Road	2.0 mi	225	3.6	2023
432	CSAH 68 to 2.67 miles south	2.7 mi	175	3.3	2023
427	CSAH 67 to CSAH 68	5.0 mi	275	3.2	2023
440	CSAH 21 to Hwy 169	2.3 mi	230	3.1	2023
97	CR 250 to Hwy 169 (south int)	1.25 mi	620	2.8	2023

78	CSAH 7 to CR 77	0.7 mi	930	NA	2023
533	TH 1 to end of Pavement	2.2 mi	110	2.9	2024
560	TH 65 to TH 65 (Goodland)	2.7 mi	100	3.1	2024
560	TH 65 to TH 65 West Shore	2.0 mi	235	2.1	2024
52	TH 65 to Horsehead Lake Trail	5.9 mi	100	NA	2024
52	3.8 miles north of CSAH 7 to CR 340	3.5 mi	225	2.9	2024
52	CR 340 to CR 342	2.8 mi	100	NA	2024
340	CSAH 52 to end of pavement	0.35 mi	245	3.4	2024
61	Coleraine City Limits to Hwy 169	1.7 mi	1100	NA	2024
239	CSAH 17 to CSAH 17	4.6 mi	280	3.2	2025
35	TH 46 to CR 175	9.9 mi	365	NA	2025
32	TH 46 to End Pavement	2.2 mi	130	NA	2025
62	CSAH 63 to Hwy 169	2.4 mi	1300	NA	2025
96	(CR 457) Grand Rapids City Limits to CSAH 64	1.25 mi	710	NA	2025

BRIDGE REPLACEMENT PROJECTS

Road	Description	Project Length	2017 ADT	PQI	Proposed Const. Yr.
238	Bridge 88209 over unnamed stream	-	220	NA	2021
149	Bridge 88201	-	75	NA	2021
70	Bridge 7109 over Swan River	-	670	NA	2022
70	Bridge 7110 over Swan River	-	670	NA	2022
336	Bridge 7108 over the Prairie River	-	235	NA	2023
336	Bridge 93290 over the Prairie River	-	235	NA	2023
68	Bridge 7027 over Split Hand Creek	-	445	NA	2024
17	Bridge 7146	-	1475	NA	2025
140	Bridge 88193	-	47	NA	2025

CULVERT REPLACEMENT PROJECTS

Road	Description	Project Length	2017 ADT	PQI	Proposed Const. Yr.
CR 439	Bridge 7026 over Split Hand Creek	-	53	NA	2024

SIGNAL REPLACEMENT PROJECTS

Road	Description	Project Length	2017 ADT	PQI	Proposed Const. Yr.
63	Hwy 2 / CSAH 63 Signal	-	4400	NA	2021
61	West Int. of CSAH 61 & Hwy 169	-	1100	NA	2021

2021 - 5 Year Plan for Construction Projects

The following worksheets and maps detail the proposed 2021 - 5 year plan. It should be noted that this plan is subject to change based on available funding, project conflicts and engineering workload. Project cost and allotment estimates are preliminary and are used for planning purposes only. The detail sheets contain the following sections:

- 2021 through 2025 Highway Construction Project lists
- 2021 through 2025 Highway Construction Project Maps

Public Involvement

Public input concerning the Itasca County 5 Year Plan for Road and Bridge projects will be accepted at the regularly scheduled County Board Work Session on March 2, 2021 in the County Board Room of the Itasca County Courthouse. County Board members will be available to hear verbal input. Written comment will be accepted at the Transportation Department until March 23, 2021. A copy of the proposed plan and maps showing the projects and their locations is available for review at the Transportation Department in the County Courthouse and online at the Itasca County website under the Transportation Department tab.

Questions or comments can be addressed to:

Karin Grandia
Itasca County Engineer
123 4th Street NE
Grand Rapids, MN 55744
218-327-2853

Itasca County

2021 - 2025

Proposed Project Schedule for Highway Improvement Projects

Itasca County 5-year Plan

REVISED: 2/25/2021

CONSTRUCTION PROJECTS FOR 2021

Road Number	LOCATION (FROM - TO)	Length	Type of Work	Estimated Cost	State Aid Funding	Municpal State Aid Funding	County Preservation Funding	Other Funding	Other Funding Source	Plat Page
CR 238	End of pavement to CR 247 & Bridge 88209	0.8	Reconstruction/Bridge Replacement	$2,200,000			$500,000	$1,700,000	Br. Bonds & UT	37
CR 149	Bridge 88201	-	Bridge Replacement	$565,000			$200,000	$365,000	Bridge Bonding	65
CSAH 16	City of Keewatin - TH 169 to 1st Ave	0.4	Bituminous Overlay & ADA	$175,000		$75,000		$100,000		41
CSAH 45	TH 38 to end of pavement	11.1	Bituminous Overlay & Base & Bit.	$3,060,000	$3,060,000					58, 59
CSAH 52	TH 65 to Horsehead Lake Trail	5.9	Reconstruction	$3,225,000	$2,625,000			$600,000	UT	72
CSAH 60	CSAH 49 to CR 329	6.0	Base and Bit & Overlay	$1,400,000	$1,400,000					38, 39
CSAH 61	West Intersection of CSAH 61 & Hwy 169	-	Pedestrian Crossing Signal	$150,000		$150,000				
CSAH 63	TH 2 / CSAH 63 Intersection	0.1	Intersection Reconstruct/Signal	$400,000	$300,000			$100,000	LPP	23
CSAH 80	City of Marble - TH 169 to TH 169	1.2	Bituminous Rehab & ADA	$1,000,000		$1,000,000				32
CSAH 82	City of Keewatin - TH 169 to 2nd Street	0.7	Bituminous Rehab & ADA	$125,000		$125,000				41
CSAH 84	City of Calumet - TH 169 to TH 169	0.5	Bituminous Rehab & ADA	$100,000		$100,000				32
CR 561	Hwy 169 to Hwy 169	0.8	Bituminous Rehab	$250,000			$250,000			32
Bigfork	Rajala Mill Road & Ash Street	0.7	Reconstruction	$680,100				$680,100	LRIP	80
Deer River	Hwy 2 to City Ball Fields	1.8	Trail Construction	$360,000				$360,000	SRTS	35
CR 433	TH 65 to 1.5 miles west	1.5	Base and Bituminous	$375,000				$375,000	Bonding	
	Various Roads		Gravel Surfacing	$1,000,000				$1,000,000	UT	
	Various Roads		Pavement Markings	$300,000	$30,000			$270,000	Federal (HSIP)	
TOTAL				$15,365,100	$7,415,000	$1,450,000	$950,000	$5,550,100		

Draft

PROJECTED STATE AID BALANCE

State Aid Balance End of 2020	$2,175,000
State Aid Allotment for Year 2021	$5,300,000
Transfer from Municipal Construction	
Engineering	$350,000
State Aid Construction for Year 2021	$7,415,000
State Aid Balance End of 2021	-$290,000

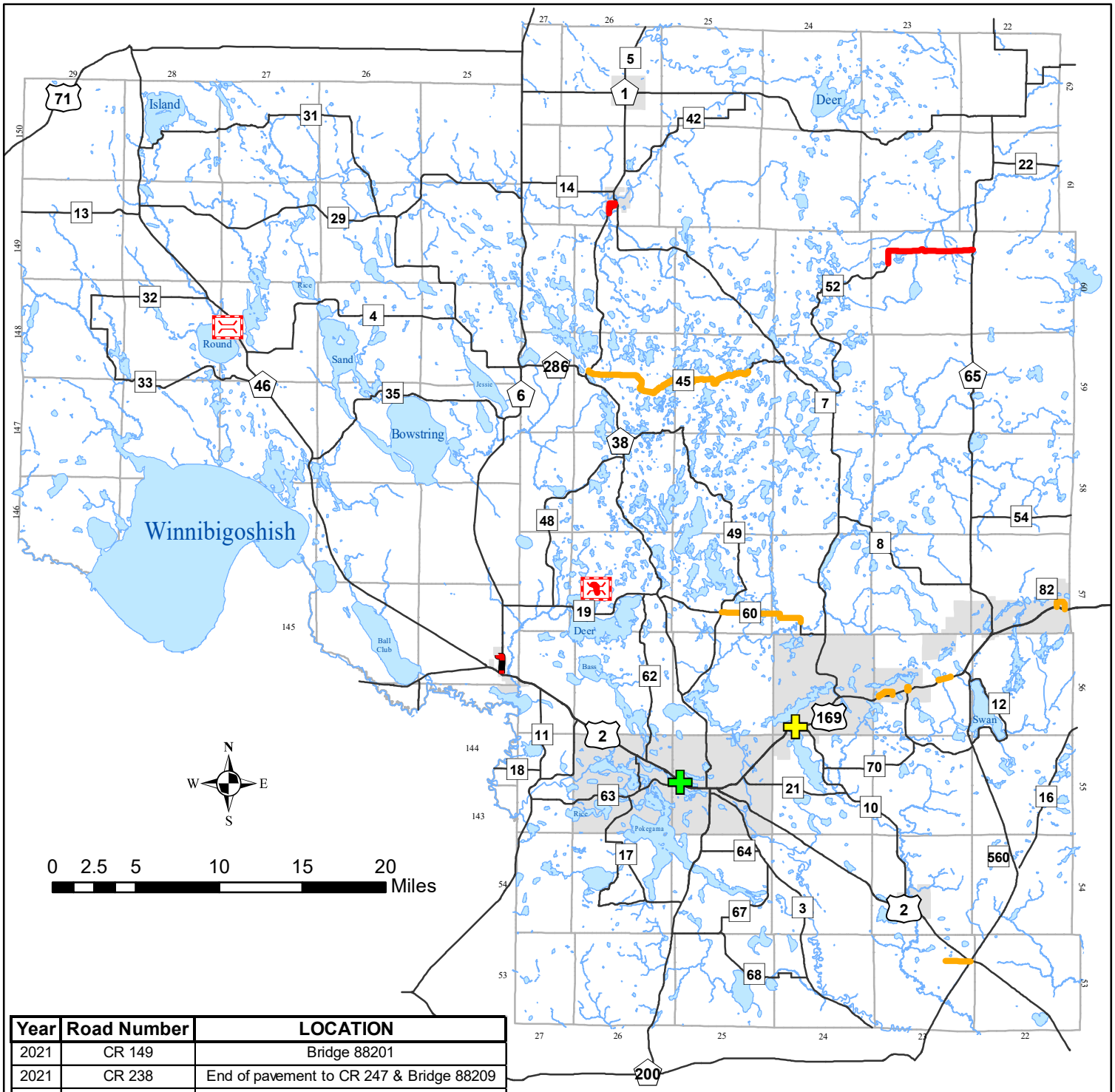
PROJECTED COUNTY PRESERVATION BALANCE

County Preservation Balance End of 2020	$690,000
County Preservation Allotment for Year 2021	$0
Wheelage Tax	$420,000
Routine Maintenance Costs	$100,000
County Preservation Construction for Year 2021	$950,000
County Preservation Balance End of 2021	$60,000

PROJECTED MUNICIPAL STATE AID BALANCE

Municipal State Aid Balance End of 2020	$1,310,000
Municipal State Aid Allotment for Year 2021	$690,000
Transfer from Mun. Const. to State Aid Const.	
Municipal State Aid Construction for Year 2021	$1,450,000
Municipal State Aid Balance End of 2021	$550,000

ITASCA COUNTY CONSTRUCTION PROJECTS 2021



Year	Road Number	LOCATION
2021	CR 149	Bridge 88201
2021	CR 238	End of pavement to CR 247 & Bridge 88209
2021	CR 433	TH 65 to 1.5 Miles West
2021	CR 561	Hwy 169 to Hwy 169
2021	CSAH 16	City of Keewatin - TH 169 to 1st Ave
2021	CSAH 45	TH 38 to end of pavement
2021	CSAH 52	TH 65 to Horsehead Lake Trail
2021	CSAH 60	CSAH 49 to CR 329
2021	CSAH 61	West Intersection of CSAH 61 & Hwy 169
2021	CSAH 63	TH 2 / CSAH 63 Intersection
2021	CSAH 80	City of Marble - TH 169 to TH 169
2021	CSAH 82	City of Keewatin - TH 169 to 2nd Street
2021	CSAH 84	City of Calumet - TH 169 to TH 169
2021	Bigfork	Rajala Mill Road & Ash Street
2021	Bike Trail	City of Deer River - Hwy 2 to City Ball Fields

2021 Construction Projects

- Reconstruction
- Bituminous
- Bike Trail Construction
- Bridge Replacement
- Intersection Reconstruction/Signal
- Pedestrain Crossing Signal

Itasca County 5-year Plan

REVISED: 2/17/2021

		CONSTRUCTION PROJECTS FOR		2022						
Road Number	LOCATION (FROM - TO)	Length	Type of Work	Estimated Cost	State Aid Funding	Municpal State Aid Funding	County Preservation Funding	Other Funding	Other Funding Source	Plat Page
CSAH 70	Bridge 7109 over Swan River	——	Bridge Replacement	$600,000	$300,000			$300,000	Bridge Bonding	24
CSAH 70	Bridge 7110 over Swan River	–	Bridge Replacement	$400,000	$200,000			$200,000	Bridge Bonding	24
CSAH 7	TH 169 to 1.3 miles north	1.3	Reconstruction & Paving	$1,300,000		$1,300,000				31
CSAH 60	CR 329 to CSAH 7	1.5	Reconstruction and Bituminous Paving	$1,500,000	$1,500,000					39
CSAH 94	(CR 263) CSAH 62 to 1.7 miles east	1.7	Bituminous Rehabilitation	$500,000	$500,000					29
CSAH 4	CSAH 29 to TH 6	6.2	Bituminous Overlay	$600,000	$600,000					67
CSAH 29	TH 46 to Dora Lake Bridge	10.8	Bituminous Overlay	$1,200,000	$1,200,000					75, 76
CSAH 3	TH 169 to City limits	3.6	Bituminous Rehab & ADA	$3,660,000	$800,000			$2,860,000	Federal/City	23
CR 238	CSAH 19 to CR 247	2.3	Base & Bituminous/Overlay	$350,000				$350,000	UT B	37
CSAH 81	TH 2 to TH 6 (Deer River)	0.9	Bituminous Overlay	$250,000		$250,000				35
CR 149	Bridge 88201 to TH 46	0.7	Bituminous Overlay	$85,000			$85,000			65
CR 449	CSAH 17 to CR 458	6.5	Bituminous Overlay	$650,000			$650,000			16
	Various Roads		Rountine Maintenance: Crack Sealing & Pavement Patches	$100,000			$100,000			
TOTAL				$11,195,000	$5,100,000	$1,550,000	$835,000	$3,710,000		

PROJECTED STATE AID BALANCE

State Aid Balance End of 2021	-$290,000
State Aid Allotment for Year 2022	$5,300,000
Transfer from Municipal Construction	
Engineering	$350,000
State Aid Construction for Year 2022	$5,100,000
State Aid Balance End of 2022	-$440,000

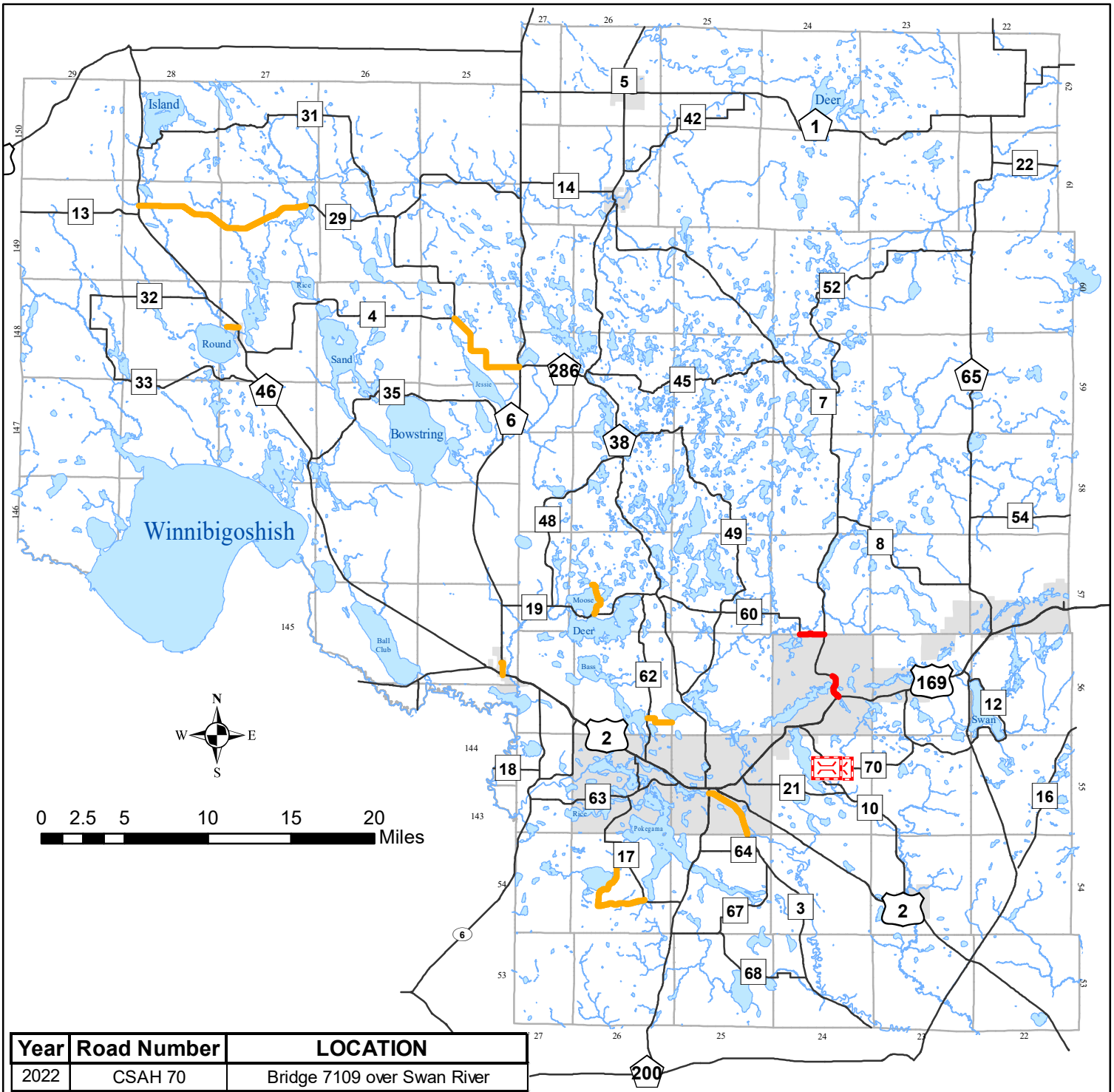
PROJECTED COUNTY PRESERVATION BALANCE

County Preservation Balance End of 2021	$60,000
County Preservation Allotment for Year 2022	$680,000
Wheelage Tax	$420,000
County Preservation Construction for Year 2022	$835,000
County Preservation Balance End of 2022	$325,000

PROJECTED MUNICIPAL STATE AID BALANCE

Municipal State Aid Balance End of 2021	$550,000
Municipal State Aid Allotment for Year 2022	$690,000
Transfer from Mun. Const. to State Aid Const.	
Municipal State Aid Construction for Year 2022	$1,550,000
Municipal State Aid Balance End of 2022	-$310,000

ITASCA COUNTY CONSTRUCTION PROJECTS 2022



Year	Road Number	LOCATION
2022	CSAH 70	Bridge 7109 over Swan River
2022	CSAH 70	Bridge 7110 over Swan River
2022	CSAH 7	TH 169 to 1.3 miles north
2022	CSAH 60	CR 329 to CSAH 7
2022	CSAH 94	(CR 263) CSAH 62 to 1.7 miles east
2022	CSAH 4	CSAH 29 to TH 6
2022	CSAH 29	TH 46 to Dora Lake Bridge
2022	CSAH 3	TH 169 to City limits
2022	CR 238	CSAH 19 to CR 247
2022	CSAH 81	TH 2 to TH 6 (Deer River)
2022	CR 149	Bridge 88201 to TH 46
2022	CR 449	CSAH 17 to CR 458

2022 Construction Projects

- Reconstruction
- Bituminous
- Bridge Replacement

Itasca County 5-year Plan

REVISED: 2/17/2021

		CONSTRUCTION PROJECTS FOR		2023						
Road Number	LOCATION (FROM - TO)	Length	Type of Work	Estimated Cost	State Aid Funding	Municpal State Aid Funding	County Preservation Funding	Other Funding	Other Funding Source	Plat Page
CR 336	Bridge 7108 over the Prairie River	——	Bridge Replacement	$675,000			$75,000	$600,000	Bridge Bonding	49
CR 336	Bridge 93290 over the Prairie River	–	Bridge Replacement	$675,000			$75,000	$600,000	Bridge Bonding	49
CSAH 7	TH 38 to CSAH 75	7.1	Bituminous Rehabilitation	$2,500,000	$1,180,000			$1,320,000	Federal	69,70,80
CSAH 43	TH 38 to Daley Larson Road	2.0	Bituminous Overlay	$200,000	$200,000					68, 69
CSAH 52	CR 340 to CR 342	2.8	Reconstruction	$1,800,000	$1,800,000					71
CSAH 75	CSAH 7 to park	1.5	Bituminous Overlay	$150,000	$150,000					70
CSAH 78	CSAH 7 to CR 77	0.7	Bituminous Overlay/Rehab	$200,000		$200,000				80
CSAH 92	(CR 142) CSAH 44 to 0.15 miles E. of CR 256	8.5	Bituminous Rehabilitation	$850,000	$850,000					35, 36
CSAH 93	(CR 227) CR 179 to CSAH 88	1.0	Bituminous Overlay	$100,000	$100,000					22
CSAH 97	CR 250 south to Hwy 169	1.25	Bituminous Rehabilitation	$325,000	$325,000					17
CR 427	CSAH 67 to CSAH 68	5.0	Bituminous Overlay	$500,000			$500,000			12, 17, 18
CR 432	CSAH 68 to 2.67 miles south	2.7	Bituminous Overlay	$270,000			$270,000			11
CR 440	CSAH 21 to Hwy 169	2.3	Bituminous Overlay	$230,000			$230,000			23, 24
	Various Roads		Rountine Maintenance: Crack Sealing & Pavement Patches	$150,000			$150,000			
TOTAL				$8,625,000	$4,605,000	$200,000	$1,300,000	$2,520,000		

PROJECTED STATE AID BALANCE

State Aid Balance End of 2022	-$440,000
State Aid Allotment for Year 2023	$5,400,000
Transfer from Municipal Construction	
Engineering	$250,000
State Aid Construction for Year 2023	$4,605,000
State Aid Balance End of 2023	$105,000

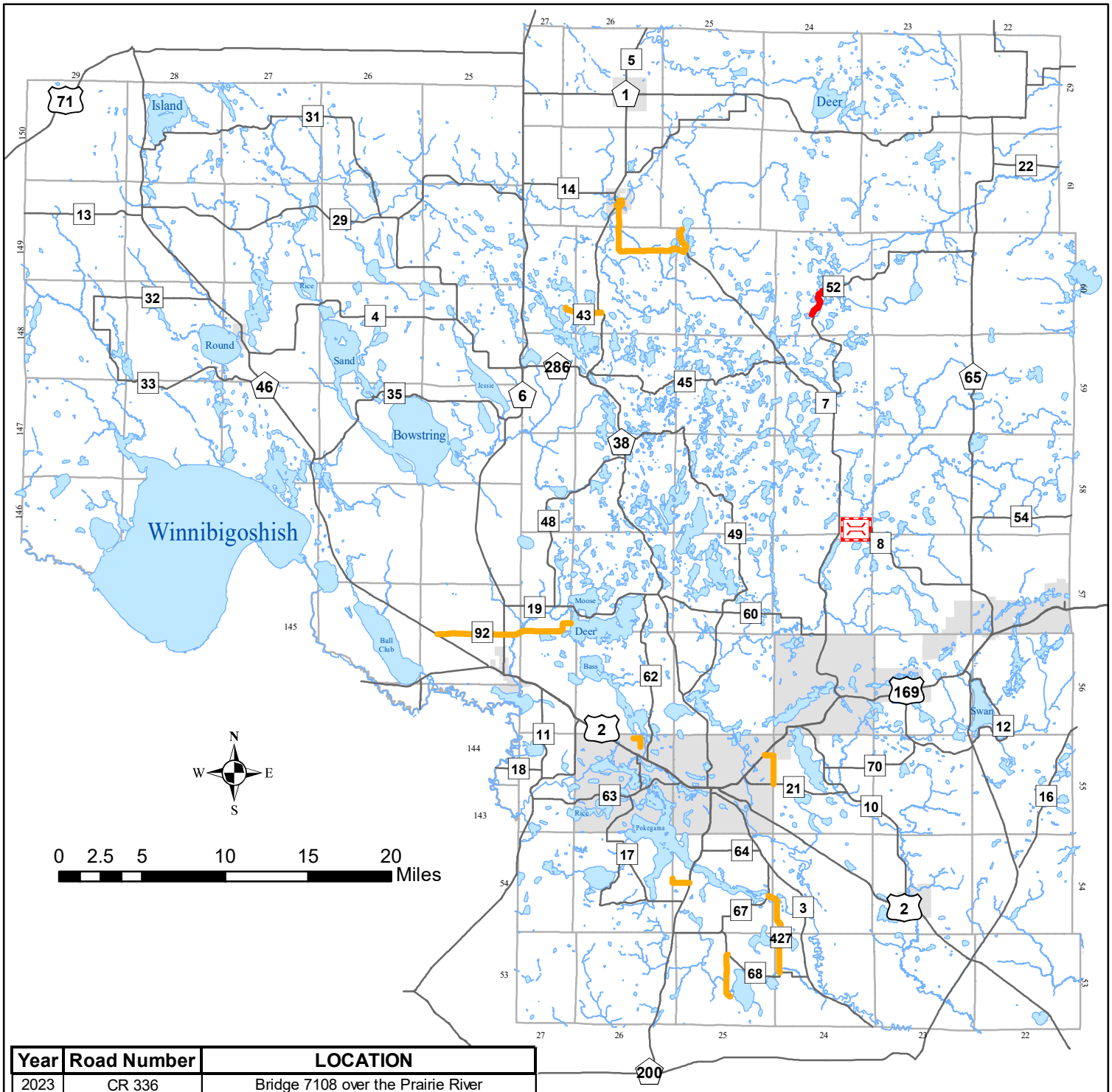
PROJECTED COUNTY PRESERVATION BALANCE

County Preservation Balance End of 2022	$325,000
County Preservation Allotment for Year 2023	$680,000
Wheelage Tax	$420,000
County Preservation Construction for Year 2023	$1,300,000
County Preservation Balance End of 2023	$125,000

PROJECTED MUNICIPAL STATE AID BALANCE

Municipal State Aid Balance End of 2022	-$310,000
Municipal State Aid Allotment for Year 2023	$720,000
Transfer from Mun. Const. to State Aid Const.	
Municipal State Aid Construction for Year 2023	$200,000
Municipal State Aid Balance End of 2023	$210,000

ITASCA COUNTY CONSTRUCTION PROJECTS 2023



Year	Road Number	LOCATION
2023	CR 336	Bridge 7108 over the Prairie River
2023	CR 336	Bridge 93290 over the Prairie River
2023	CSAH 7	TH 38 to CSAH 75
2023	CSAH 43	TH 38 to Daley Larson Road
2023	CSAH 52	CR 340 to CR 342
2023	CSAH 75	CSAH 7 to park
2023	CSAH 78	CSAH 7 to CR 77
2023	CSAH 92	(CR 142) CSAH 44 to 0.15 miles E. of CR 256
2023	CSAH 93	(CR 227) CR 179 to CSAH 88
2023	CSAH 97	CR 250 south to Hwy 169
2023	CR 427	CSAH 67 to CSAH 68
2023	CR 432	CSAH 68 to 2.67 miles south
2023	CR 440	CSAH 21 to Hwy 169

2023 Construction Projects

- Reconstruction
- Bituminous
- Bridge Replacement

Itasca County 5-year Plan

REVISED: 2/17/2021

		CONSTRUCTION PROJECTS FOR		2024						
Road Number	LOCATION (FROM - TO)	Length	Type of Work	Estimated Cost	State Aid Funding	Municpal State Aid Funding	County Preservation Funding	Other Funding	Other Funding Source	Plat Page
CSAH 68	Bridge 7027 over Split Hand Creek	——	Bridge Replacement	$500,000	$100,000			$400,000	Bridge Bonding	12
CR 439		——	Culvert Replacement	$400,000	$50,000			$350,000	Bridge Bonding	12
CSAH 7	CSAH 59 to CSAH 8	4.0	Reconstruction & Paving	$4,000,000	$4,000,000					39, 49
CSAH 52	TH 65 to Horsehead Lake Trail	5.9	Base & Bituminous	$1,400,000	$1,400,000					72
CSAH 52	CR 340 to CR 342	2.8	Base & Bituminous	$700,000				$700,000	UT	71
CSAH 52	3.8 miles north of CSAH 7 to CR 340	3.5	Bituminous Overlay	$350,000	$350,000					60, 71
CR 340	CSAH 52 to end of pavement	0.35	Bituminous Overlay	$35,000			$35,000			71
CR 533	TH 1 to end of pavement	2.2	Bituminous Overlay	$225,000			$225,000			93
CR 560	TH 65 to TH 65 (Goodland)	2.7	Bituminous Overlay	$270,000			$270,000			20
CR 560	TH 65 to TH 65 West Shore	2.0	Bituminous Rehabilitation	$400,000			$400,000			32, 33
CSAH 15	TH 169 to end	0.70	Reconstruction	$700,000		$700,000				31
CSAH 61	Coleraine City Limits to Hwy 169	1.70	Bituminous Overlay/Rehab	$350,000		$350,000				31
	Various Roads		Rountine Maintenance: Crack Sealing & Pavement Patches	$150,000			$150,000			
TOTAL				$9,480,000	$5,900,000	$1,050,000	$1,080,000	$1,450,000		

PROJECTED STATE AID BALANCE

State Aid Balance End of 2023	$105,000
State Aid Allotment for Year 2024	$5,500,000
Transfer from Municipal Construction	
Engineering	$250,000
State Aid Construction for Year 2024	$5,900,000
State Aid Balance End of 2024	-$545,000

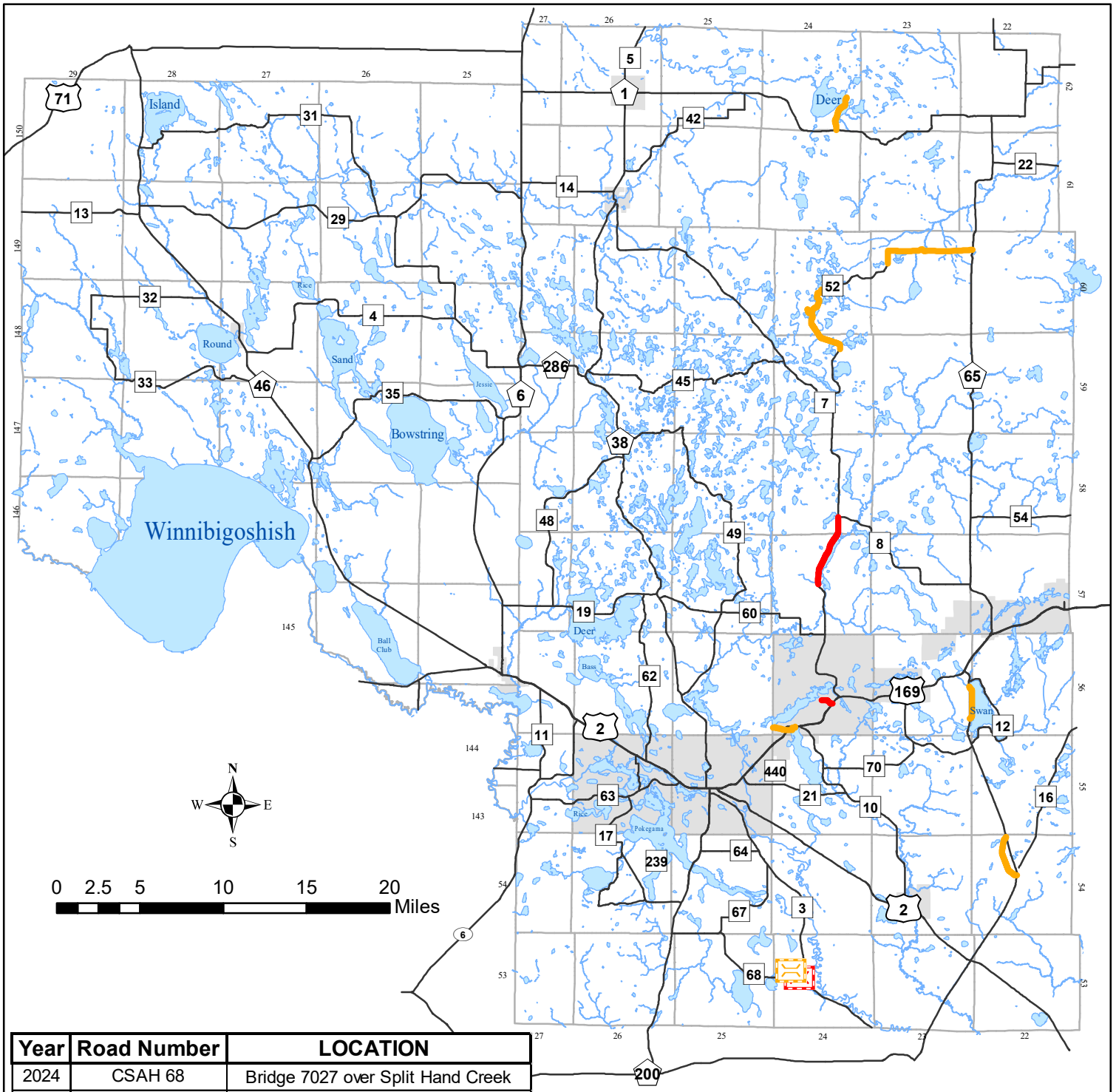
PROJECTED COUNTY PRESERVATION BALANCE

County Preservation Balance End of 2023	$125,000
County Preservation Allotment for Year 2024	$680,000
Wheelage Tax	$420,000
County Preservation Construction for Year 2024	$1,080,000
County Preservation Balance End of 2024	$145,000

PROJECTED MUNICIPAL STATE AID BALANCE

Municipal State Aid Balance End of 2023	$210,000
Municipal State Aid Allotment for Year 2024	$750,000
Transfer from Mun. Const. to State Aid Const.	
Municipal State Aid Construction for Year 2024	$1,050,000
Municipal State Aid Balance End of 2024	-$90,000

ITASCA COUNTY CONSTRUCTION PROJECTS 2024



Year	Road Number	LOCATION
2024	CSAH 68	Bridge 7027 over Split Hand Creek
2024	CR 439	Bridge 7026 over Split Hand Creek
2024	CSAH 7	CSAH 59 to CSAH 8
2024	CSAH 52	TH 65 to Horsehead Lake Trail
2024	CSAH 52	CR 340 to CR 342
2024	CSAH 52	3.8 miles north of CSAH 7 to CR 340
2024	CR 340	CSAH 52 to end of pavement
2024	CR 533	TH 1 to end of pavement
2024	CR 560	TH 65 to TH 65 (Goodland)
2024	CR 560	TH 65 to TH 65 West Shore
2024	CSAH 15	TH 169 to end
2024	CSAH 61	Coleraine City Limits to Hwy 169

2024 Construction Projects

- Reconstruction
- Bituminous
- Bridge Replacement
- Culvert Replacement

Itasca County 5-year Plan

REVISED: 2/17/2021

		CONSTRUCTION PROJECTS FOR		2025						
Road Number	LOCATION (FROM - TO)	Length	Type of Work	Estimated Cost	State Aid Funding	Municpal State Aid Funding	County Preservation Funding	Other Funding	Other Funding Source	Plat Page
CSAH 17	Bridge 7146	–	Bridge Replacement	$600,000	$100,000			$500,000		16
CR 140	Bridge 88193	–	Bridge Replacement	$500,000			$100,000	$400,000		34
CSAH 52	CR 342 to Horsehead Lake Trail	4.3	Reconstruction	$2,620,000	$1,400,000			$1,220,000	Federal	71, 72
CSAH 35	TH 46 to CR 175	9.9	Bituminous Overlay & Rehab	$1,700,000	$1,700,000					54, 55
CSAH 32	TH 46 to End Pavement	2.2	Bituminous Overlay	$250,000	$250,000					64
CSAH 62	CSAH 63 to Hwy 169	2.4	Bituminous Overlay/Bridge Rehab	$500,000		$500,000				22
CSAH 92	(CR 142) 0.15 miles E of CR 256 to CSAH 19	1.2	Reconstruction	$850,000	$850,000					36
CSAH 96	(CR 457) Grand Rapids City Limits to CSAH 64	1.25	Bituminous Rehabilitation	$400,000	$400,000					23
CR 239	CSAH 17 to CSAH 17	4.6	Bituminous Overlay	$600,000			$600,000			16
	Various Roads		Rountine Maintenance: Crack Sealing & Pavement Patches	$150,000			$150,000			
TOTAL				$8,170,000	$4,700,000	$500,000	$850,000	$2,120,000		

PROJECTED STATE AID BALANCE

State Aid Balance End of 2024	-$545,000
State Aid Allotment for Year 2025	$5,500,000
Transfer from Municipal Construction	
Engineering	$250,000
State Aid Construction for Year 2025	$4,700,000
State Aid Balance End of 2025	$5,000

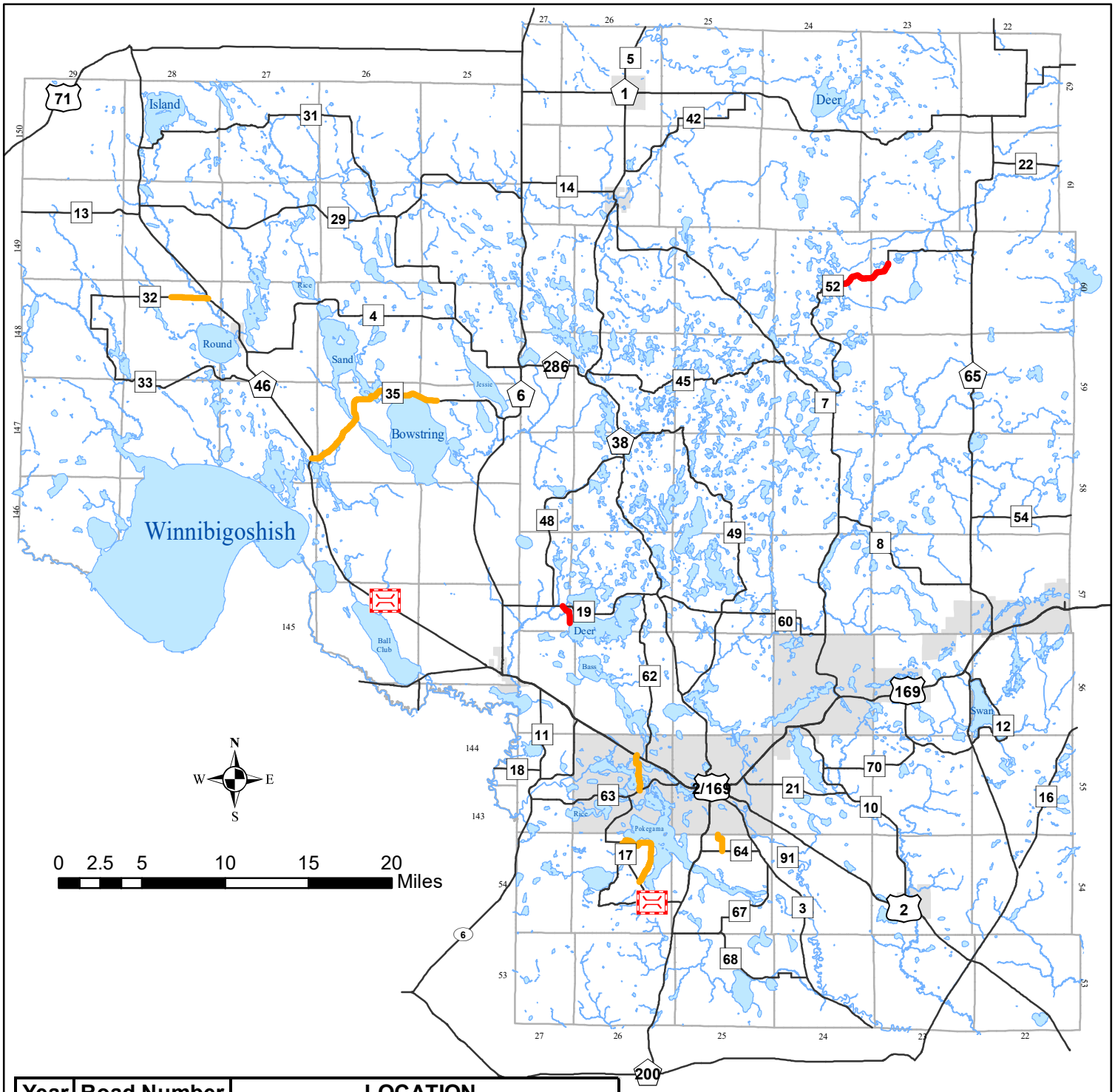
PROJECTED COUNTY PRESERVATION BALANCE

County Preservation Balance End of 2024	$145,000
County Preservation Allotment for Year 2025	$680,000
Wheelage Tax	$420,000
County Preservation Construction for Year 2023	$850,000
County Preservation Balance End of 2023	$395,000

PROJECTED MUNICIPAL STATE AID BALANCE

Municipal State Aid Balance End of 2024	-$90,000
Municipal State Aid Allotment for Year 2025	$750,000
Transfer from Mun. Const. to State Aid Const.	
Municipal State Aid Construction for Year 2025	$500,000
Municipal State Aid Balance End of 2025	$160,000

ITASCA COUNTY CONSTRUCTION PROJECTS 2025

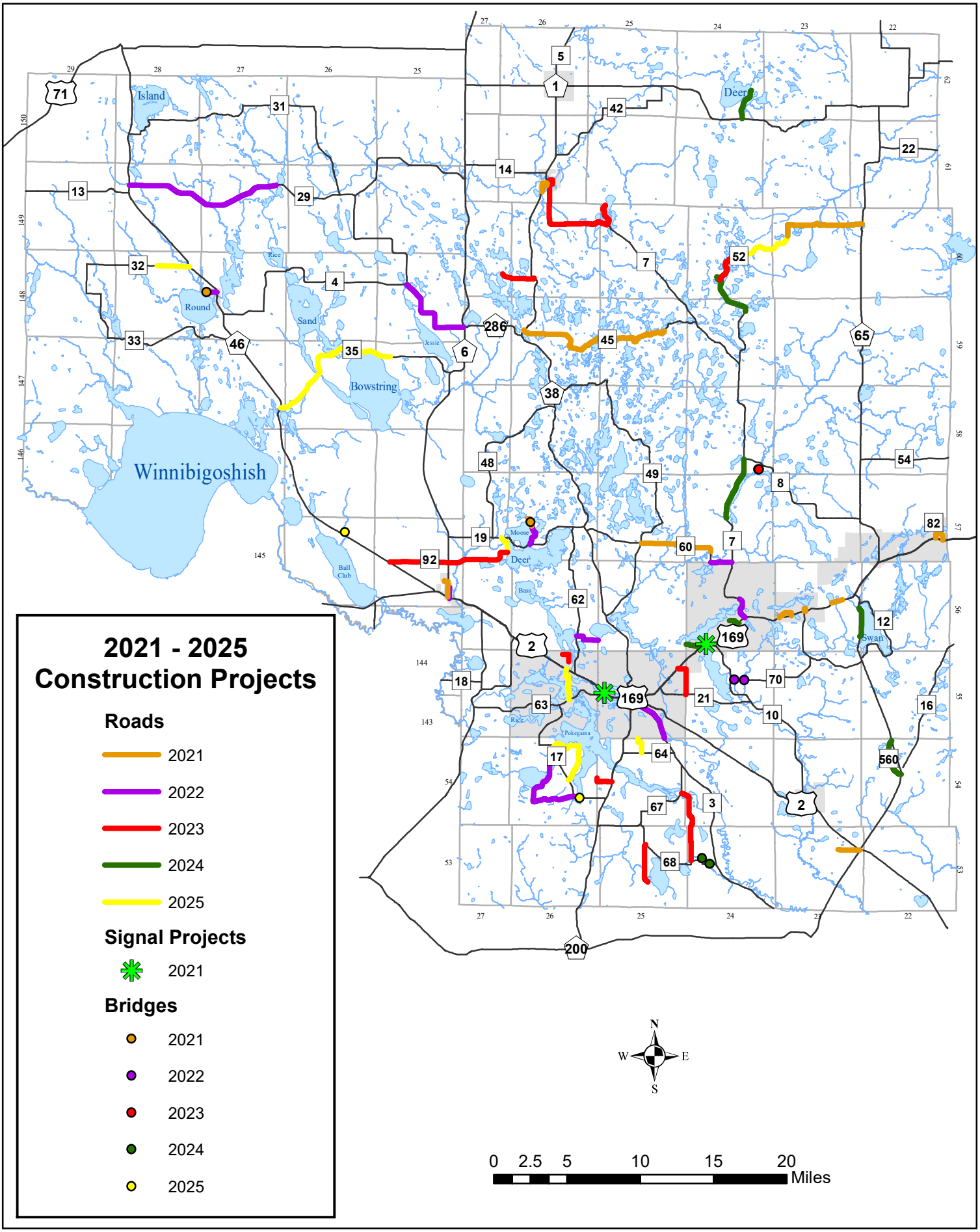


Year	Road Number	LOCATION
2025	CSAH 17	Bridge 7146
2025	CR 140	Bridge 88193
2025	CSAH 52	CR 342 to Horsehead Lake Trail
2025	CSAH 35	TH 46 to CR 175
2025	CSAH 32	TH 46 to End Pavement
2025	CSAH 62	CSAH 63 to Hwy 169
2025	CSAH 92	(CR 142) 0.15 miles E of CR 256 to CSAH 19
2025	CSAH 96	(CR 457) Grand Rapids City Limits to CSAH 64
2025	CR 239	CSAH 17 to CSAH 17

2025 Construction Projects

- Reconstruction
- Bituminous
- Bridge Replacement

ITASCA COUNTY CONSTRUCTION PROJECTS 2021 - 2025



ITASCA COUNTY
BOARD OF COMMISSIONERS
Itasca County Courthouse
123 NE 4th Street
Grand Rapids, MN 55744

Tuesday, March 2, 2021

REQUEST FOR BOARD ACTION: RBA-2021-1376

DEPARTMENT: Administrative Services
TIME REQUESTED: 15 Minutes
PRESENTER: Brett Skyles, Tamara Lowney

AGENDA ITEM:
Coronavirus Relief Fund Update

BOARD ACTION REQUESTED:
Receive update regarding the Coronavirus Relief Fund. Discuss and approve the latest rounds of funding.

BACKGROUND:

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION:
1. Itasca County Grant - MN Funds Master tl 2.11

Motion To: Approve the use of the remaining $11,235.45 in Coronavirus Relief Funds to be divided equally among the fifteen (15) Tier A For Profit and Non-Profit businesses in this round.

RESULT:	**APPROVED (5 TO 0)**
MOVER:	Commissioner Terry Snyder
SECONDER:	Commissioner Burl Ives
AYES:	Davin Tinquist, Terry Snyder, Leo Trunt, Burl Ives, Ben DeNucci

Motion To: Approve the use of Coronavirus Relief Funds in the amount of $820,870, which excludes the Timberlake Lodge, to be granted to the Fire Departments, For Profit businesses and Non-Profit businesses in this round, and related expenses.

RESULT:	**APPROVED (5 TO 0)**
MOVER:	Commissioner Davin Tinquist
SECONDER:	Commissioner Leo Trunt
AYES:	Davin Tinquist, Terry Snyder, Leo Trunt, Burl Ives, Ben DeNucci

Motion To: Approve the use of Coronavirus Relief Funds in the amount of $60,000 to be granted to Timberlake Lodge.

RESULT:	**APPROVED (4 TO 0)**
MOVER:	Commissioner Terry Snyder
SECONDER:	Commissioner Leo Trunt
AYES:	Davin Tinquist, Terry Snyder, Leo Trunt, Ben DeNucci
ABSTAIN:	Burl Ives

ITASCA COUNTY GRANT PROGRAM - STATE OF MN FUNDING BREAK OUT

Part Time

Emp	Points
1	1
2 to 5	2
6 to 10	3
11 to 20	4
21 to 40	5
40 to 100	6
100+	7

Full Time

Emp	Points
1	2
2 to 5	4
6 to 10	6
11 to 20	8
21 to 40	10
40 to 100	12
100+	14

For Profit Tiers

Tier	Ttl Pts	Business	Amount	Total Tier Amount
A	2	13	$ 3,500.00	$ 45,500.00
B	3 to 6	33	$ 7,500.00	$ 247,500.00
C	7 to 10	26	$ 11,500.00	$ 299,000.00
D	11 +	6	$ 15,000.00	$ 90,000.00
	Timberlake	**1**	**$ 60,000.00**	**$ 60,000.00**
	Total	**79**		**$ 742,000.00**

Non-Profit Tiers

Tier	Total Points	Business	Amount	Total Tier Amount
A	1 to 5	2	$ 3,000.00	$ 6,000.00
B	6 to 9	3	$ 7,000.00	$ 21,000.00
C	10+	1	$ 13,000.00	$ 13,000.00
YMCA		**1**	**$ 60,000.00**	**$ 60,000.00**
Total		**7**		**$ 100,000.00**

NOTES:

1. **All Points are given based on 2019 employees reported on the application. If they were not open in 2019, than 2020 employees reported were used.**
2. **W3's report only total employees (P/T and F/T together). They were used as a verification tool to ensure numbers were not inflated.**
3. **Full time employees received twice the points received for per employee.**
4. **Timberlake Lodge & YMCA were both pulled out of the rest of the pool as TL is a Convention Center and the YMCA is many times larger than any other non-profit and has high need.**

Current IEDC Expense	**$ 1,390**
Non-Profit Grants	**$ 100,000**
For-Profit Grants	**$ 742,000**
Fire Departments	**$ 50,000**
Total	**$ 893,390**

MN Granted	**Current Variance**
$ 892,105.45	**$ (1,284.55)**

ITASCA COUNTY
BOARD OF COMMISSIONERS
Itasca County Courthouse
123 NE 4th Street
Grand Rapids, MN 55744

Tuesday, March 2, 2021

REQUEST FOR BOARD ACTION: RBA-2021-1377

DEPARTMENT: Administrative Services
TIME REQUESTED: 20 Minutes
PRESENTER: Brett Skyles

AGENDA ITEM:
Closed Session per MN Statutes 13D.05, Subd. 3(b) Re: Itasca County Jail Project

BOARD ACTION REQUESTED:
Hold a Closed Session per MN Statutes 13D.05, Subd. 3(b), based upon Attorney Client Privilege MN Statutes 595.02, Subd. 1(b), to consult with its attorney in reference to the Itasca County Jail Project.

BACKGROUND:

COUNTY ATTORNEY REVIEW: Yes and/or Pending

SUPPORTING DOCUMENTATION:
1. DRAFT Vanity Agreement

It was the consensus of the County Board to consider an Agreement for Acquisition of Business between Itasca County and Vanity Cleaners, Inc. at the County Board's March 9, 2021 Regular Session.

RESULT:	**INFORMATIONAL - NO ACTION TAKEN**