



ITASCA COUNTY BOARD OF COMMISSIONERS

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

Tuesday, September 17, 2024

2:30 PM

Itasca County Boardroom

FINAL

WORK SESSION MINUTES

I. CALL TO ORDER

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

Attendee Name	Title	Status	Arrived
Cory Smith	District #1	Present	2:30 PM
Terry Snyder	District #2	Absent	
John Johnson	District #3	Present	2:30 PM
	District #4	Vacant	
Casey Venema	District #5	Present	2:30 PM

II. PLEDGE OF ALLEGIANCE

Chair Johnson requested a moment of silence in remembrance of Commissioner Burl Ives and declared a vacancy in District #4 pursuant to MN Statutes 351.02.

III. APPROVAL OF AGENDA

Motion To: Pull Item #5.1 (Set-up Permit), add the item as Item #6.4, and approve the agenda, as amended.

RESULT:	APPROVED (3 TO 0)
MOVER:	Commissioner Casey Venema
SECONDER:	Commissioner Cory Smith
AYES:	Cory Smith, John Johnson, Casey Venema
ABSENT:	Terry Snyder
VACANT:	District #4

IV. MINUTES APPROVAL

Motion To: Approve the minutes, as delineated below.

RESULT:	APPROVED (3 TO 0)
MOVER:	Commissioner Cory Smith
SECONDER:	Commissioner Casey Venema
AYES:	Cory Smith, John Johnson, Casey Venema
ABSENT:	Terry Snyder
VACANT:	District #4

1. Approve the minutes of the Tuesday, September 10, 2024 County Board Regular Session.

V. RECOMMENDED FOR CONSENT AGENDA

2. Authorize the County Engineer to enter into a professional technical service contract with LHB to provide bridge construction inspection services for two 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: 09/24/2024 2:30 PM
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3. Authorize the County Engineer to enter into a professional service contract with Bolton & Menk to provide bridge design services for bridge replacements on CSAH 71, over the Swan River and CR 533 over Deer River, and authorize the County Engineer to execute the contract documents.

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 09/24/2024 2:30 PM
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VI. DISCUSSION / INFORMATIONAL

1. Citizen Input

Dan Butterfield and Brian Oftelie provided citizen input to express condolences and clarify the election process due to the recent passing of Commissioner Burl Ives.

2. Flag at Half-Staff

Motion To: Approve flying the Courthouse flag at half-staff from Wednesday, September 18 through Friday, September 20, 2024 in honor of Commissioner Burl Ives who passed away on Wednesday, September 11, 2024.

RESULT:	APPROVED (3 TO 0)
MOVER:	Commissioner Cory Smith
SECONDER:	Commissioner Casey Venema
AYES:	Cory Smith, John Johnson, Casey Venema
ABSENT:	Terry Snyder
VACANT:	District #4

3. Canisteo Pit Outlet Lease Agreement

Motion To: Approve a long-term lease agreement with the State of Minnesota for the use of tax-forfeited trust lands in the Canisteo Legacy Mine Pit Complex outlet/outflow project and authorize the necessary signatures.

RESULT:	APPROVED (3 TO 0)
MOVER:	Commissioner Casey Venema
SECONDER:	Commissioner Cory Smith
AYES:	Cory Smith, John Johnson, Casey Venema
ABSENT:	Terry Snyder
VACANT:	District #4

4. Set-up Permit

Motion To: Approve Set-up Liquor Permit for Barn in the Woods Wedding & Event Center, LLC located at 27037 Baich Road, Bovey, MN 55709 which will expire March 21, 2025.

RESULT:	APPROVED (3 TO 0)
MOVER:	Commissioner Cory Smith
SECONDER:	Commissioner Casey Venema
AYES:	Cory Smith, John Johnson, Casey Venema
ABSENT:	Terry Snyder
VACANT:	District #4

VII. COMMITTEE REPORTS

Commissioner Smith reported on his attendance at a recent Avenue of the Pines meeting.

Commissioner Venema reported on his attendance at various recent city council meetings.

Commissioner Johnson reported on his attendance at the recent Association of Minnesota Counties (AMC) Fall Policy Conference, as well as a visit to Mesabi Metallics.

VIII. ADMINISTRATOR UPDATE**IX. COMMISSIONER COMMENTS**

Commissioners Smith and Johnson expressed condolences to the Ives family for their recent losses.

RECESS

Chair Johnson recessed the meeting at 2:44 PM.

RECONVENE

Chair Johnson reconvened the meeting at 3:10 PM, with all members present except Snyder absent and District #4 vacant.

X. CLOSED SESSIONS**1. Closed Session Re: Labor Negotiations**

Motion To: Go into Closed Session per MN Statutes 13D.03 Re: Labor Negotiations.

RESULT:	APPROVED (3 TO 0)
MOVER:	Commissioner Cory Smith
SECONDER:	Commissioner Casey Venema
AYES:	Cory Smith, John Johnson, Casey Venema
ABSENT:	Terry Snyder
VACANT:	District #4

Others Present: Human Resources Director Janet Borth, DDA Human Resources Consultant Tessia Melvin, and County Administrator Brett Skyles.

Motion To: Go into Open Session.

RESULT:	APPROVED (3 TO 0)
MOVER:	Commissioner Casey Venema
SECONDER:	Commissioner Cory Smith
AYES:	Cory Smith, John Johnson, Casey Venema
ABSENT:	Terry Snyder
VACANT:	District #4

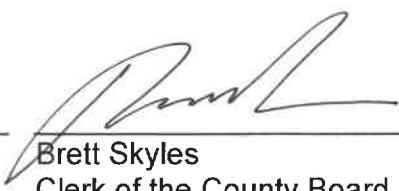
RESULT:	INFORMATIONAL - NO ACTION TAKEN
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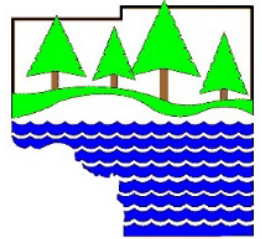
XI. ADJOURN

Chair Johnson adjourned the meeting at 3:50 PM.

ATTEST


John Johnson
Chair of the County Board


Brett Skyles
Clerk of the County Board



September 17, 2024

Chair:

PULL:

1. Item #5.1 (Set-up Permit)

ADDITIONS:

1. Item #6.4 (Item #5.1 – Set-up Permit)

CHANGES: None

INFORMATIONAL: None



ITASCA COUNTY BOARD OF COMMISSIONERS

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

Tuesday, September 10, 2024

2:30 PM

Itasca County Boardroom

DRAFT

REGULAR SESSION MINUTES

I. CALL TO ORDER

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

Attendee Name	Title	Status	Arrived
Cory Smith	District #1	Present	2:30 PM
Terry Snyder	District #2	Absent	
John Johnson	District #3	Present	2:30 PM
Burl Ives	District #4	Present	2:30 PM
Casey Venema	District #5	Present	2:30 PM

II. PLEDGE OF ALLEGIANCE

III. APPROVAL OF AGENDA

Motion To: Approve the Agenda, as presented.

RESULT:	APPROVED (4 TO 0)
MOVER:	Commissioner Burl Ives
SECONDER:	Commissioner Casey Venema
AYES:	Cory Smith, John Johnson, Burl Ives, Casey Venema
ABSENT:	Terry Snyder

IV. MINUTES APPROVAL

Motion To: Approve the minutes, as delineated below.

RESULT:	APPROVED (4 TO 0)
MOVER:	Commissioner Cory Smith
SECONDER:	Commissioner Casey Venema
AYES:	Cory Smith, John Johnson, Burl Ives, Casey Venema
ABSENT:	Terry Snyder

1. Approve the minutes of for Tuesday, September 3, 2024 County Board Work Session.

V. CONSENT AGENDA

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

RESULT:	APPROVED (4 TO 0)
MOVER:	Commissioner Burl Ives
SECONDER:	Commissioner Cory Smith
AYES:	Cory Smith, John Johnson, Burl Ives, Casey Venema
ABSENT:	Terry Snyder

1. Approve a One Day On-Sale Liquor License for Great Tails Animal Rescue for October 26th, 2024 at Barn in the Woods located at 37037 Baich Rd, Bovey, MN 55709.

2. Approve the donation of 4 laptop computers and docks to Project Care Clinic and 2 laptop computers and docks to Bovey Public Library.
3. Approve the Event Lease Agreement between the Minnesota Timber Producers Association and Itasca County for the 2024 North Star Expo, and authorize necessary signatures.
4. Approve service contract with Aune Fernandez Landscape Architects in the amount of \$68,950 for professional design, bidding, and construction management services and authorize necessary signatures.
5. Approve final payment for Contract 60732 - Bituminous Paving Projects and authorize the County Board Chairperson and Clerk to the County Board to sign the Certificate of Final Payment.

VI. REGULAR AGENDA

1. Citizen Input
No citizen input provided.
2. Recognition of County Employees
The following employees were recognized:

Farewell to Makenzie Morse, whose last day as Corrections Deputy with the Sheriff's Department was September 2, 2024, after 4 months of service.

Farewell to Ellen Cochran, whose last day as a Public Health Nurse with the Health and Human Services Department was September 3, 2024, after 4+ years of service.

Welcome to new employee, Charles Genther, Corrections Deputy with the Sheriff's Department, which was effective September 3, 2024.

Welcome to new employee, Greg Payne, Custodian, with the Facilities/Administrative Services Department, which was effective September 3, 2024.

Congratulations to Andrew Anttila, who has accepted the Highway Maintenance Supervisor position with the Transportation Department which was effective September 1, 2024.

RESULT:	INFORMATIONAL - NO ACTION TAKEN
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3. Commissioner Warrants
Motion To: Approve Commissioner Warrants with a check date of September 13, 2024, in the amount of \$1,160,382.90.

RESULT:	APPROVED (4 TO 0)
MOVER:	Commissioner Casey Venema
SECONDER:	Commissioner Cory Smith
AYES:	Cory Smith, John Johnson, Burl Ives, Casey Venema
ABSENT:	Terry Snyder

4. Joint Powers Agreement with the City of Grand Rapids
Motion To: Approve the Amendment to Joint Powers Agreement with the City of Grand Rapids and authorize necessary signatures.

RESULT:	APPROVED (4 TO 0)
MOVER:	Commissioner Burl Ives
SECONDER:	Commissioner Cory Smith
AYES:	Cory Smith, John Johnson, Burl Ives, Casey Venema
ABSENT:	Terry Snyder

5. American Rescue Plan (ARP) Request – Nashwauk Township

Motion To: Approve the American Rescue Plan (ARP) request, in the amount of \$10,000, from Nashwauk Township for Cloverdale Park Fencing and Little Sweden Road Patch Repair projects.

RESULT:	APPROVED (4 TO 0)
MOVER:	Commissioner Burl Ives
SECONDER:	Commissioner Cory Smith
AYES:	Cory Smith, John Johnson, Burl Ives, Casey Venema
ABSENT:	Terry Snyder

6. American Rescue Plan (ARP) Request – Bearville Township

Motion To: Approve the American Rescue Plan (ARP) request, in the amount of \$10,000, from Bearville Township for a Bearville Township Hall Rehab project.

RESULT:	APPROVED (4 TO 0)
MOVER:	Commissioner Cory Smith
SECONDER:	Commissioner Burl Ives
AYES:	Cory Smith, John Johnson, Burl Ives, Casey Venema
ABSENT:	Terry Snyder

7. Reappointment Performance Review Summary

Chair Johnson provided a summary of the Reappointment Performance Review of County Assessor Amber Peratalo held at the Tuesday, September 3, 2024 County Board Work Session.

RESULT:	INFORMATIONAL - NO ACTION TAKEN
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VII. COMMISSIONER COMMENTS

Commissioner Ives reported on his attendance at a recent Itasca County Township Association (ICTA) meeting.

Commissioner Smith reported on his attendance at a recent Mesabi Metallica Town Hall meeting in Squaw Lake.

Commissioner Venema reported on his attendance at recent city council meetings.

Commissioner Johnson reported on his attendance at recent Short-Term Rental Committee and Budget Work Sessions. Commissioner Johnson also provided comment regarding the public comment period for the MagIron Air Permit, which was recently extended until September 26, 2024 and shared that the County Board will meet in a Budget Work Session on Tuesday, September 24, 2024 beginning at 10 AM in the Boardroom of the Itasca County Courthouse.

RECESS

Chair Johnson recessed the meeting at 2:47 PM.

RECONVENE

Chair Johnson reconvened the meeting at 3:09 PM, with all members present, except Snyder absent.

VIII. CLOSED SESSIONS

1. Closed Session Re: Labor Negotiations.

Motion To: Go into Closed Session per MN Statutes 13D.03 Re: Labor Negotiations.

RESULT:	APPROVED (4 TO 0)
MOVER:	Commissioner Burl Ives
SECONDER:	Commissioner Casey Venema
AYES:	Cory Smith, John Johnson, Burl Ives, Casey Venema
ABSENT:	Terry Snyder

Others Present: Human Resources Director Janet Borth, DDA Human Resources Consultant Tessia Melvin, and County Administrator Brett Skyles.

Motion To: Go into Open Session.

RESULT:	APPROVED (4 TO 0)
MOVER:	Commissioner Burl Ives
SECONDER:	Commissioner Cory Smith
AYES:	Cory Smith, John Johnson, Burl Ives, Casey Venema
ABSENT:	Terry Snyder

RESULT:	INFORMATIONAL - NO ACTION TAKEN
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IX. ADJOURN

Chair Johnson adjourned the meeting at 3:45 PM.

ATTEST

John Johnson
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, September 17, 2024

REQUEST FOR BOARD ACTION: RBA-2024-361

DEPARTMENT: Transportation

TIME REQUESTED: < 5 Minutes

PRESENTER: Rachel Metelak

AGENDA ITEM:

Bridge Construction Inspection Services - CSAH 70

BOARD ACTION REQUESTED:

Authorize the County Engineer to enter into a professional technical service contract with LHB to provide bridge construction inspection services for two bridge replacements on CSAH 70 over Trout Creek and the Swan River and authorize the County Engineer to execute the contract documents.

BACKGROUND:

Bridges 31581 and 31582 on CSAH 70 are designed and funded for construction, in part, with federal funds. They are scheduled for replacement next summer, 2025. Bridge construction inspection requires advanced MnDOT certifications. We are anticipating a couple of retirements within our office over the winter which will leave us short next summer. The remaining engineering technicians have other projects they will be assigned to and with the classes required to get new staff certified, there will not be time to get the replacements through the program. Unless a new hire comes in with certain certifications already, it's not possible to get all the classes completed in one year. The Transportation Department requested a proposal from LHB for the inspection services and they have responded with a proposal that is acceptable from the Transportation Department's perspective - see attached. LHB has provided design services in the past and it is recommended that they be used for this project.

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

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION:

1. LHB Special Conditions - CSAH 70 Inspection Services

09/17/2024

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 09/24/2024 2:30 PM
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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: September 24, 2024, or the date that all required signatures are obtained by County whichever is later.

Expiration Date: December 31, 2025.

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

by _____ the _____ and
(name) (title)
(name) (title)

of LHB, Inc.

Notary Public

SPECIAL CONDITIONS

INTRODUCTION

The services to be provided under this Agreement are for bridge construction inspection services in connection with bridge numbers 31581 and 31582 located on CSAH 70 over Trout Creek and the Swan River.

Bridge 31581 and 31582 are designed and currently funded, in part with federal funds, for construction in 2025. Bridge construction inspection requires advanced MnDOT certifications, and Itasca County anticipates not having someone on staff internally next summer to inspect the project.

ARTICLE 1 TERM OF AGREEMENT:

- | | | |
|----|-----------------------|--|
| A. | Effective Date: | September 24, 2024, or the date that all required signatures are obtained by the County, whichever is later. |
| B. | Work Completion Date: | December 31, 2025 |
| C. | Expiration Date: | December 31, 2025 |

ARTICLE 2 SCOPE OF WORK:

A. INSPECTION

- a. See Exhibit A for a detailed description of scope of work and deliverables.

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 COUNTY'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 and court of competent jurisdiction.

EXHIBIT A
DETAILED SCOPE OF WORK AND DELIVERABLES
(NOT TO EXCEED)

- Provide the County with periodic updates when requested.
- Complete administrative tasks in One Office if requested by Itasca County.
- Assist Itasca County in the project final/closeout process by providing all required documentation to final the project and close the contract.

Assumptions

1. We have assumed the two bridges will be built consecutively and will take approximately 22 weeks from roughly June 1 to October 31 of 2025.
2. Materials sampling and testing will be by others.
3. Routine construction staking will be provided by the contractor. The LHB inspector will be equipped with a GPS unit that can be used to track and verify quantities and to double check and/or verify the contractor's layout.
4. LHB will work closely with Itasca County personnel to possibly cover the project from time to time when appropriate to save costs.
5. LHB will work with Itasca County on One Office administration based on their level of need and how much access can be afforded to LHB based on software limitations.
6. No engineering services from LHB beyond internal project management are required at this time.

Schedule

LHB will begin work as soon as directed by Itasca County and will plan to staff the project through completion in the fall of 2025.

Proposed Fee

LHB proposes an hourly not to exceed fee of One Hundred Ninety-Five Thousand and Ten Dollars (\$195,010) including reimbursable travel and equipment expenses.

- Itasca County 2025 bridge Construction Administration\$195,010

Staffing

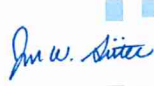
LHB proposes to utilize a senior level technician or EIT engineer with the appropriate training and certifications for the project. In this case our inspector will possess at a minimum, the MnDOT Bridge Construction Certification and at least four years' experience in the construction of state and/or local transportation projects. We are attaching a resume from Tony Hanson as an example of potential staff qualifications and experience.

Terms and Conditions

Upon your approval of this proposal, we can prepare an agreement consistent with the terms and conditions of our standard LHB agreement form. Itasca County may also propose to utilize their standard agreement form at the county's option.

We truly appreciate the opportunity to assist Itasca County with your bridge program and are excited to begin work on this project. We look forward to working with you and your team. Please contact me at 218-590-0048 if you have any questions.

LHB, INC.

 Digitally signed by Jon Siiter
DN: C=US,
E=jon.siiter@lhbcorp.com,
CN=Jon Siiter
Date: 2024.08.27
09:30:06-05'00'

JON W. SIITER, P.E.
PRINCIPAL ENGINEER

c: LHB Project No. 240493

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**2024 FEE ESTIMATE WORKSHEET****Project Name**
Client
PreparerItasca 2025 CA
Itasca County
Jon Siiter**Project Number**
Date240493
August 26, 2024

Project Breakdown Task Description	P1	P3	P6	T2	T3	T5	T7	T10	T12	Total Labor Costs (\$)
	Project Principal	Profess. Eng.	Profess. Eng.	Senior Tech	Lead Tech.	Lead Tech.	Inter. Tech.	Tech.	Tech.	
	\$ 220	\$ 183	\$ 149	\$ 126	\$ 110	\$ 95	\$ -	\$ -	\$ -	\$ -
Project Management										\$ -
Project Mangement & Invoicing (6 Months)	16									\$ 3,520.00
Communications	8									\$ 1,760.00
										\$ -
Preconstruction										\$ -
Preconstruction Conference					2					\$ 220.00
Review Shop Drawings and Submittals					8					\$ 880.00
Preliminary Plan Review					12					\$ 1,320.00
										\$ -
Construction Observation										\$ -
Inspection Time Est. 22 Weeks at 50 Hrs./Wk					1,100					\$ 121,000.00
Insp. Travel Est 22 wks *5 d/wk *2 hr/d					220					\$ 24,200.00
										\$ -
Documentation & Recordkeeping										\$ -
Daily Reports/Diary - Concurrent w/ Insp. Time					-					\$ -
Weekly Diary - Concurrent w/ Insp. Time					-					\$ -
Labor Compliance Review - Concurrent w/ Insp. Time					-					\$ -
Materials Certification					8					\$ 880.00
Pay Estimates (Est. 6)					12					\$ 1,320.00
IRA Entry - Concurrent w/ Insp. Time					-					\$ -
Change in Const. Status Forms					3					\$ 330.00
Change Orders					16					\$ 1,760.00
Record Drawings					24					\$ 2,640.00
										\$ -
Project Coord. & Closeout										\$ -
Punch List/Walk Through					10					\$ 1,100.00
Follow Up Site Visits/Coordination					40					\$ 4,400.00
Assemble Final Documentation				20	50					\$ 8,020.00
Final Materials Certification & Exceptions					10					\$ 1,100.00
As-Built Sheets etc.					8					\$ 880.00
										\$ -
										\$ -
										\$ -
										\$ -
Total Hours	24	-	-	20	1,523	-	-	-	-	\$ 175,330.00
Travel Expenses	Qty	Rate	Cost	Other	Cost	Direct Salary Costs				
Engineer Visits/Mileage	0		-	GPS (16)	4,000.00					
Mileage - 4WD Insp. Truck Daily Trips	12750	1.10	14,025							
Mileage - 4WD Insp. Truck Misc. Trips	500	1.10	550			Total Labor				\$ 175,330.00
Per Diem	85	13.00	1,105			Travel Costs				\$ 15,680.00
		-	-			Survey Equip				\$ 4,000.00
		-	-							
		-	-							
Total Travel Costs			15,680		4,000.00	Total Estimated Cost				\$ 195,010.00



ANTHONY M. HANSON

Senior Crew Chief

Anthony has over 23 years of construction inspection and construction survey staking experience for roadway, bridge, and utility construction projects. His keen construction sense aids contractors early on in a project to help maintain design intent, meet the budget, and the adhere to the project's schedule. Anthony's depth of experience working directly with MnDOT on Trunk Highway construction projects, and with LHB team members on State Aid and local bridge construction projects, gives him unique skills and insight into the construction administration process and successful working relationships with contractors and various authorities with jurisdiction including private companies, municipalities, counties, and state agencies.

He has substantial experience including field surveying for major highway construction, boundary survey projects, pipeline preliminary survey, mainline construction pipeline projects, pipeline line locating, and Construction Inspection. These projects also include gathering field survey data through use of conventional and Global Positioning System (GPS) methods using Trimble R10 GPS system and/or Trimble R8 GNSS; Trimble Robotic Total Station S6 and Trimble Data Collector TSC7. Other common job duties include computing staking files and site drawings using AutoCAD civil 3D, and daily documentation such as construction diaries, safety forms, daily reports, field notes and job hazard assessment forms.

CERTIFICATIONS & ACCREDITATIONS

MnDOT Bridge Construction
MnDOT Bituminous Street
MnDOT Grading & Base I & II
MnDOT Concrete Field I & II
MnDOT Aggregate Production
(ACI) Concrete Field Testing Technician 1
MEA OQ ASME 1291 Locate
Underground Pipelines
MEA OQ ASME 1301 Install and Maintain
Pipeline Markers
MEA OQ ASME AOC Abnormal Operation
OSHA 30-Hour Construction
HAZWOPER 40-Hour
eRailSafe #47710 (CP, CN, BNSF)
Certified Survey Technician - NSPS III

EDUCATION

Associate of Applied Science (AAS) Degree, Civil
Engineering Technology,
Lake Superior College, Duluth, MN

CONTACT

Tony.Hanson@LHBcorp.com

Relevant Project Experience

MNDOT D1, TH 61 SAFETY IMPROVEMENTS (S.P. 1604-45) | GRAND PORTAGE, MN

Tony provided construction staking on the 17-mile roadway reclamation project that includes intersection safety improvements, ADA & shared-use path construction, drainage improvements, bridge replacement and lighting.

ST. LOUIS COUNTY SURVEYING SERVICES PLSS | VARIOUS LOCATIONS

LHB provided Professional Land Survey services for this effort to complete the remonumentation of remote lands into the PLSS for St. Louis County (SLC). The project will give the County and its citizens a better understanding of the natural, environmental, and recreational resources available in the County. As a Senior Crew Chief, Anthony works closely with SLC, neighboring Survey Offices, LHB's other crew chiefs, and landowners when requesting access to properties to survey. LHB strives to educate landowners on the benefits of the remonumentation project. LHB oversees the process to collect field data, locate monuments and key features, verify corners, detail history and methodology while setting corners, acquire and complete certificates, and create mapping for the County Surveyors' Office for documentation into the PLSS.

CITY OF DULUTH, SUPERIOR STREET RECONSTRUCTION | DULUTH, MN

For the full street reconstruction of 11 blocks in the downtown corridor, Anthony provided survey services. The project required historic research and utility location to develop utility coordination for full-depth reconstruction. In-depth analysis and technical skills were required to develop proper grading plans to meet ADA & drainage requirements and building access needs.

KOOCHICHING COUNTY, CSAH 24 BRIDGE OVER CN RR TRACKS | INTERNATIONAL FALLS, MN

LHB provided complete project development, design and construction administration services including structural engineering, grading, permitting, ROW, railroad coordination services and construction administration for a new approach embankment and three span bridge spanning over the CN Railway just south of International Falls. The new design alleviated frequent conflicts and interference between railroad operations and the traveling public on the dead end county highway. The LHB assisted Koochiching County in successfully navigating complex international railroad requirements and our design was able to accommodate challenging geotechnical site conditions while maintaining continued access for industrial and residential users alike. Tony provided staking and inspection services.

ST. LOUIS COUNTY, BUNDLED BRIDGE MNDOT 6290 (09X06) DESIGN OTTER CREEK | CARLTON, MN

LHB led the design for S.P. 8821-336 that included four box culvert replacements on Highway 210 in Carlton County as part of Saint Louis County's larger Bridge Bundling project. This cooperative agreement project required extensive interagency coordination and project management between MnDOT District 1, FHWA, and Saint Louis County to provide the regulatory, design, and construction administration work to deliver the project. The project also required working closely with the Fond Du Lac Band for work on tribal lands, BNSF for work on railroad right-of-way, and the COE/DNR for work in public waters. LHB's scope included project management, public engagement, wetland delineation, permitting, topographic survey, hydraulics, road/bridge design, traffic control and construction administration.

ANTHONY M. HANSON

Relevant Project Experience (continued)

MNDOT TH 61 ONION RIVER CONSTRUCTION INSPECTION | BETWEEN TOFTE AND LUTSEN, MN

Tony was the construction Inspector for this Bridge on TH 61 over the Onion River. The Bridge has a decorative rail and barrier spanning the length of the bridge to create a separate path as part of the 1.1-mile-long Onion River Trail

MNDOT SP 069-597-007 BRIDGE CONSTRUCTION PROJECT OVER EAST TWO RIVER | TOWER, MN

Served as a Chief Inspector/Surveyor for a post tensioning box beam bridge project and was involved with all phases of the contractor's activities throughout project.

Construction Services provided Included:

- Survey working points
- Pile Driving Inspection and layout.
- Rebar installation for abutments
- Volume calculations for abutment concrete.
- Concrete box beam Installation Inspection
- Concrete railing inspection and volume calculations
- Unbonded overlay Inspection
- Pipe staking with installation inspection
- Roadbed grading checks and area calculations
- Compaction inspection and sampling road grading material.
- Road tolerancing and blue top staking
- Bituminous Paving Inspection
- Daily documentation of activities
- Daily use with one office

SAP 069-641-004 BRIDGE CONSTRUCTION PROJECT OVER THE LITTLE SUCKER RIVER | TWO HARBORS, MN

Served as a Chief Inspector/Surveyor for a beam span bridge and was involved with all phases of the contractor's activities throughout project

CONSTRUCTION SERVICES PROVIDED
INCLUDED:

- Survey working points
- Pile Driving Inspection and layout.
- Rebar installation Inspection for abutments and bridge deck
- Volume calculations for abutment concrete.
- Concrete Beam span Installation Inspection
- Concrete railing inspection and volume calculations
- Slope staking for bridge embankments
- Grading checks and area calculations
- Compaction inspection and sampling road grading material.
- Road tolerancing and blue top staking.
- Daily use with one office.
- Daily Documentation of project.

TUNHEIM CONSTRUCTION, INC.

USFS Eastern Region Cadastral Survey, 2018

MNPOWER VARIOUS PROJECTS | VARIOUS LOCATIONS

4th Avenue Duct Bank

ROW Staking

Superior Terminal South Substation

Superior Terminal Line Improvements

Hibbard 14" Steam Line Joint Leak

Thomson Reservoir Survey

PMO Consulting

Allele Headquarters Survey

Essentia Mall Connection

MINNESOTA POWER, CALUMET NEMADJI SURVEY | SUPERIOR, WI

Topographic survey services related to transmission line, substation and switchyard designs for expansion.

SWL&P WINTER STREET SUBSTATION AND PDC REPLACEMENT | SUPERIOR, WI

Anthony provided construction staking for the replacement of two existing separate control houses into one single control house that would allow for a new PDC.

MINNESOTA POWER, THOMSON RESERVOIR SURVEY | CARLTON, MN

Anthony was the lead crew chief for this project requiring surveying UAV targets, existing off-structure monuments, and dam and topographic survey

TETRA TECH, ATLAS INDUSTRIAL PARK TOPOGRAPHIC SURVEY | DULUTH, MN



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, September 17, 2024

REQUEST FOR BOARD ACTION: RBA-2024-375

DEPARTMENT: Transportation

TIME REQUESTED: < 5 Minutes

PRESENTER: Rachel Metelak

AGENDA ITEM:

Bridge Design Consultant Services - CSAH 71 & CR 533

BOARD ACTION REQUESTED:

Authorize the County Engineer to enter into a professional service contract with Bolton & Menk to provide bridge design services for bridge replacements on CSAH 71, over the Swan River and CR 533 over Deer River, and authorize the County Engineer to execute the contract documents.

BACKGROUND:

The bridges on CSAH 71 and CR 533 are deficient and will be replaced as part of our 2027 construction season. It is necessary to contract design services to replace them. We have requested a proposal from Bolton & Menk for the design services, and they have responded with a proposal that is acceptable from the Transportation Department's perspective. See attached. Bolton & Menk have provided design services in the past, and it is recommended that they be used for this project.

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

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION:

1. CSAH 71 and CR 533 Bridge Design - unsigned

09/17/2024

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 09/24/2024 2:30 PM
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ITASCA COUNTY
PROFESSIONAL TECHNICAL (no county employees) SERVICES

This Contract is between Itasca County and Bolton & Menk, 7533 Sunwood Drive, Ramsey, MN 55303-5165.

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: September 24, 2024 or the date that all required signatures are obtained by County whichever is later.

Expiration Date: December 31, 2027.

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

CONSULTANT

By: _____
Bolton & Menk
James D. Archer, PE
Principal Structural Engineer

By: _____
Bolton & Menk
Tony Rotchadl, PE
Principal Engineer

ITASCA COUNTY

By: _____
Itasca County
Karin Grandia, PE
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 Bolton & Menk

Notary Public

SPECIAL CONDITIONS

INTRODUCTION

The services to be provided under this Agreement are for design services to Itasca County in connection with bridge replacements and associated roadway design project relating to two existing bridges. Existing bridge numbers are 31507 located on CSAH 71 over the Swan River and bridge 92970 on CR 533 over Deer River.

ARTICLE 1 TERM OF AGREEMENT:

- | | | |
|----|-----------------------|--|
| A. | Effective Date: | <u>September 24, 2024</u> or the date that all required signatures are obtained by the County, whichever is later. |
| B. | Work Completion Date: | <u>December 31, 2025</u> |
| C. | Expiration Date: | <u>December 31, 2027</u> |

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 coordinate hydraulic information needed for the design and plans with the appropriate agencies (Itasca County, MnDNR, etc.). Scour analysis will be completed based off the data provided.

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

F. ASBESTOS AND REGULATED WASTE ASSESSMENT

- a. The Consultant shall prepare an Asbestos and Regulated Waste Assessment of the existing bridge.

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 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, 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 Exhibit A. If the County and CONSULTANT deem it necessary to perform additional work not covered by the Contract, or anticipates costs exceeding the amount shown in Exhibit A, then the CONSULTANT must promptly notify the Project Engineer in writing, prior to performing that additional work or incurring those additional costs. If the amount requested does not exceed 10 percent of the amount listed in Exhibit A, the County Engineer may authorize the additional work without amending this Contract.
- B. CONSULTANT shall provide invoices on a monthly basis.

ARTICLE 6 TERMS OF PAYMENT:

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

ARTICLE 7 AGREEMENT PERSONNEL:

- A. CONSULTANT'S key personnel, as defined in Article 17 of the General Conditions:
 1. Name: James D. Archer
Title: Principal Structural Engineer
Address: 7533 Sunwood Drive NW

Phone: Ramsey, MN 55303
763-433-2851

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:

Article 2 B. Shall be replaced with the following:

- a. The Consultant shall work with watershed to establish ordinary high-water levels (OHWL) for the lake inlet. The Consultant shall supply data normally required by State and Federal agencies, including a risk assessment and a scour analysis.

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 Proposal/Cost Estimate for estimated time and hourly rates.

"Exhibit A"



504 NW 1st Avenue
Suite 205
Grand Rapids, MN 55744
Phone: (218) 571-4347
Bolton-Menk.com

September 10, 2024

Mrs. Rachel Metelak, PE
Transportation Engineer
123 4th Street NE
Grand Rapids, MN 55744
218-327-0685
Rachel.Metelak@co.itasca.mn.us

RE: PROPOSAL: Replacement of Bridge Nos. 31507 (CSAH 71)
Itasca County, Minnesota

Dear Mrs. Metelak,

Bolton & Menk, Inc. is pleased to present this proposal for professional engineering services in support of plan development for the replacement of bridge 31507. As a part of this proposal, we describe our understanding of the project, detail our proposed scope of work, and provide our proposed schedule. A fee estimate for these services is also attached.

PROJECT UNDERSTANDING

Itasca County seeks to replace bridge 31507 constructed in 1966. The load posted/restricted, 3-span timber bridge carries CSAH 71, over the Swan River approximately 7 miles east of Grand Rapids, MN. The County's intended funding source is unknown but assumed to utilize state aid money and potentially state bridge bond funds and other funding sources if they become available. The bridge is not on, nor is it eligible for Historic Registration Status.

The existing bridge is a 30-foot wide and 73-foot long timber beam span structure. The bridge has substandard timber bridge railings as well as guardrail transitions and terminations. It is reported to have a 6-inch bituminous overlay and carries a limited-risk scour designation. With an ADT of 481 (2022) and a 7 mile detour length, we assume the County will support a full closure during construction and no staging plans are anticipated.

Bolton & Menk, Inc. has developed the attached scope and fee estimate to provide detailed construction documents in support of this bridge replacement effort. Plans will be developed in accordance with MnDOT State Aid Rules, AASHTO LRFD Bridge Design Specifications, and the MnDOT LRFD Bridge Design Manual. This estimate assumes a single span prestressed concrete girder superstructure with single slope concrete guardrail supported upon integral concrete abutments. This bridge type will likely prove the most cost effective while providing adequate vertical clearance and geometry to satisfy the needs of the project. This assumption suggests that the replacement bridge will maintain the existing curb-to-curb width of 30-feet, be approximately 90-feet in length, and require only minor profile alterations. Profile and alignment alterations are assumed to be accommodated by no more than 400' of adjacent roadway work.

The consultant team does not intend to follow the delegated contracting process for environmental & federal project development necessary for projects awarded federal funds. We will work with Itasca County Staff to appropriately scope this work if such funds are allocated.

SCOPE OF WORK

Bolton & Menk proposes to complete the following services:

Primary Task Elements

Project Management
Asbestos & Regulated Waste Assessment
Geotechnical Investigation
Topographic Survey
Wetland delineation & permitting
Hydraulic Analysis & pertinent hydraulic information incorporated into plans
Preliminary Design & Plan Development
Final Plan Development
Cost Estimate
Division SB Bridge Specifications

A more detailed scope is attached along with the hourly Fee Estimate

KEY ASSUMPTIONS AND COUNTY DELIVERABLES

KEY ASSUMPTIONS:

- Survey and Wetland Delineation will occur for a length of 400' on either side of the bridge location.
- A FEMA HEC-RAS model will be obtained from the DNR for the Swan River at Bridge No. 31507. A corrected effective, existing conditions, and proposed conditions analysis will be completed for the bridge replacement project. The budget assumes two alternatives modeled at the 30% design stage.
- A bridge hydraulic report, risk assessment, and hydraulic memo will be completed for the bridge.
- Anticipated Permits include the Joint Application, the DNR MPARS permit, and the NPDES construction stormwater permit. We do not anticipate the MPCA 401 Water Quality Certification request being necessary.
- Bolton & Menk will complete an NHIS request on the Minnesota Conservation Explorer website and coordinate with MnDNR to be in compliance with the current Minnesota Endangered Species Statute and an assessment on the USFWS iPAC website. Based on a preliminary NHIS review it is not likely that threatened or endangered species are present within the project corridor. If any threatened and endangered species surveys are required, we can provide an additional scope and fee at that time.
- Shop drawing review and/or construction administration can be provided as an additional scope of services, if requested.

COUNTY DELIVERABLES:

- Itasca County, if needed, will complete any environmental documents (project memo, catex, etc.)
- Itasca County will pay all administrative fees associated with permits (NPDES, MPARS). If desired, Bolton & Menk can pay and be reimbursed as an additional expense.
- Itasca County will provide a preferred detour route for implementation into project plans.
- Itasca County will complete any utility coordination needs based off the consultant completed plans.
- Itasca County will complete project specifications (with the exception of Division SB).
- Itasca County will complete all landowner coordination and complete all components of the R/W acquisition process (if needed).

PROPOSED SCHEDULE

The general project schedule as outlined by task is listed below. Our firm has completed numerous bridge projects of similar scope in an approximate delivery schedule of 1-year, and we anticipate this project to be similar (as shown in the schedule below). We can negotiate and modify the schedule as requested by Itasca County:

Primary Task Elements

Project Management	On-Going
Topographic Survey / Data Collection	October 2024
Wetland Delineation	October 2024
Geotechnical/Asbestos & Regulated Waste Evaluation	October - November 2024
Hydraulics Analysis & Design	May 2025
Preliminary Bridge/Roadway Plans	May - July 2025
Permitting Complete	September 2025
Final Bridge/Roadway Plans	August - December 2025
Construction	2027

Final plans and specifications will be submitted to Itasca County on or before December 31, 2025.

PROPOSED FEES

The total estimated not to exceed hourly fee for the prescribed scope is shown below. Any work required outside of this scope shall be authorized by the County prior to furnishing additional services. A detailed hourly estimate is also attached for reference.

Primary Task Elements

Project Management	\$ 8,578
Topographic Survey	\$ 7,227
Wetland Delineation & Permitting	\$ 10,111
Hydraulics Engineering	\$ 5,333
Preliminary Design & Plan Development	\$ 13,770
Final Design & Plan Development	\$ 34,664

Expenses:

Equipment Rental (Survey Boat)	\$ 250
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<u>Subtotal</u>	<u>\$ 74,600</u>
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Subconsultant Work – Braun Intertec

Geotechnical Investigation & Recommendations	\$ 15,900
Asbestos & Regulated Waste Material Testing	\$ 2,600

<u>Subtotal</u>	<u>\$ 18,500</u>
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<u>TOTAL ESTIMATED PROJECT COST</u>	<u>\$93,100</u>
--	------------------------

Out of scope services will be estimated, negotiated and provided at standard hourly rates. Additional services will utilize our corporate rate structure as shown after the detailed fee estimate.

Please contact me directly at 612-205-5160 or james.archer@bolton-menk.com if you wish to discuss the content of this proposal. We look forward to providing these professional engineering services to you on this project and appreciate your consideration of Bolton & Menk, Inc.

Sincerely,

Bolton & Menk, Inc.



James Archer, P.E.

Principal Structural Engineer

Engineering Design Services
Itasca County, MN



Itasca County
Minnesota

PROJECT: Bridge 31507
PROJECT NO.:
SERVICE DESCRIPTION: Bridge Replacement
DATE: September 10, 2024
PREPARED BY: Jim Archer

COST PRICE ANALYSIS WORKSHEET

PROPOSAL / BUDGET		Project Manager	Senior Structural Engineer	Water Resources Engineer	Project Engineer	Natural Resource Specialist	Licensed Land Surveyor	Survey Crew	Clerical	Total	TOTAL LABOR COST
STAFF CLASSIFICATION =====>											
CHARGE RATES =====>		\$241.00	\$176.00	\$161.00	\$151.00	\$144.00	\$169.00	\$201.00	\$109.00		
Line No.	Tasks	(Hours)	(Hours)	(Hours)	(Hours)	(Hours)	(Hours)	(Hours)	(Hours)	(Hours)	
	Task 1: Project Management										
1	Kick-Off Meeting / Agency Coordination (3 Meetings)	6	2	2						10	\$2,120.00
2	Obtain County Data & Survey Information	2			4					6	\$1,086.00
3	Project & Subconsultant Management	16		4					8	28	\$5,372.00
	Task 1: Project Management	24	2	6	4	0	0	0	8	44	\$8,578.00
	Task 2: Topographic Survey										
1	Topographic Survey Collection			2	4			26		32	\$6,152.00
2	Survey Basemap				6		1			7	\$1,075.00
	Task 2: Topographic Survey	0	0	2	10	0	1	26	0	39	\$7,227.00
	Task 3: Wetland Delineation & Permitting										
1	Level II Wetland Delineation (Report, Type, Boundary Application)			1		15				16	\$2,321.00
2	MPARS Permit			10	1	8				19	\$2,913.00
3	Aquatic Resource Impact Permitting				2	12				14	\$2,030.00
4	WCA/Corps Permit				2	10				12	\$1,742.00
5	Threatened and Endangered Species Coordination					2				2	\$288.00
6	Agency Coordination Meetings as Necessary (Assumes 2 Meetings)	1				4				5	\$817.00
	Task 3: Wetland Delineation & Permitting	1	0	11	5	51	0	0	0	68	\$10,111.00
	Task 4: Hydraulics Engineering										
1	Hydraulics Data Collection			2						2	\$322.00
2	Prelim Hydraulics			12	4					16	\$2,536.00
3	Prelim Plan Development			4						4	\$644.00
4	Risk Assessment, Report, Hydraulic Letter			6	2					8	\$1,268.00
5	Agency Coordination	1		2						3	\$563.00
	Task 4: Hydraulics Engineering	1	0	26	6	0	0	0	0	33	\$5,333.00
	Task 5: Preliminary Design & Plan Development										
1	Bridge Type Study	1			6					7	\$1,147.00
2	Develop Preliminary Cost Estimates				6					6	\$906.00
3	State Aid Bridge Submittal & Comment Resolution Log				4					4	\$604.00
4	Roadway Typical Section & Quantities				24					24	\$3,624.00
5	Roadway Plan & Profile				24					24	\$3,624.00
6	Preliminary Plan Development - 30% Submittal	1			24					25	\$3,865.00
	Task 5: Preliminary Design & Plan Development	2	0	0	88	0	0	0	0	90	\$13,770.00
	Task 6: Final Plan Development										
1	60% Plan Submittal - Itasca County Review	1			44					45	\$6,885.00
2	Final Plan Development - 90% Submittal & State Aid Checklist	1			68					69	\$10,509.00
3	Close Out Comment Log				4					4	\$604.00
4	Final Engineer's Estimate				2					2	\$302.00
5	AASHTOWare Load Rating & File Submission		30		4					34	\$5,884.00
6	SWPPP			8						8	\$1,288.00
7	Erosion Control			4	4					8	\$1,248.00
8	Traffic Control / Detour Plan				8					8	\$1,208.00
9	Miscellaneous Details				4					4	\$604.00
10	Division SB Specifications (Bridge)		4		4				2	10	\$1,526.00
11	Signed Plans & Electronic Staking Files - 100% Submittal		20		4					24	\$4,124.00
12	Project Close Out	2								2	\$482.00
	Task 6: Final Plan Development	2	54	12	146	0	0	0	2	216	\$34,664.00
	Expenses										
1	Equipment (boat if necessary for hydraulic survey)									LUMP SUM	\$250.00
2	Geotechnical Investigation & Recommendations (Braun Intertec)									LUMP SUM	\$15,900.00
3	Asbestos / Regulated Waste & Material Testing (Braun Intertec)									LUMP SUM	\$2,600.00
	Expenses										\$18,750.00
	Additional Tasks										
1	Environmental Documentation (Project Memo, CATEX)									TBD	TBD
2	Construction Observation & Administration									TBD	TBD
3	Shop Drawing Review & Construction Support									TBD	TBD
	Additional Tasks	0	0	0	0	0	0	0	0	0	TBD
	TOTAL ESTIMATED CONTRACT AMOUNT	29	56	31	253	51	1	26	10	457	\$93,100.00
	% OF TOTAL HOURS	6.3%	12.3%	6.8%	55.4%	11.2%	0.2%	5.7%	2.2%	100.0%	



504 NW 1st Avenue
Suite 205
Grand Rapids, MN 55744
Phone: (218) 571-4347
Bolton-Menk.com

September 10, 2024

Mrs. Rachel Metelak, PE
Transportation Engineer
123 4th Street NE
Grand Rapids, MN 55744
218-327-0685
Rachel.Metelak@co.itasca.mn.us

RE: PROPOSAL: Replacement of Bridge Nos. 92970 (CR 533)
Itasca County, Minnesota

Dear Mrs. Metelak,

Bolton & Menk, Inc. is pleased to present this proposal for professional engineering services in support of plan development for the replacement of bridge 92970. As a part of this proposal, we describe our understanding of the project, detail our proposed scope of work, and provide our proposed schedule. A fee estimate for these services is also attached.

PROJECT UNDERSTANDING

Itasca County seeks to replace bridge 92970 constructed in 1966. This load posted/restricted, single span timber slab bridge carries CR 533, (N Deer Road) over the Deer River between Deer Lake and Pickerel Lake, approximately 42 miles north of Grand Rapids, MN. The County's intended funding source is unknown but assumed to utilize state aid money and potentially state bridge bond funds and other funding sources if they become available. The bridge is not on, nor is it eligible for Historic Registration Status.

The existing bridge is only 26-feet wide and only 18-feet long. The bridge has substandard timber bridge railings and no guardrail transitions or terminations. It is reported to have a 5 ½ - inch bituminous overlay and carries a low-risk scour designation. With an ADT of 137 (2021) and an 18-mile detour length, the County may consider staged construction or a temporary bypass, however for the purposes of this proposal, we have assumed a full closure during construction with no staging plans are anticipated.

Bolton & Menk, Inc. has developed the attached scope and fee estimate to provide detailed construction documents in support of this bridge replacement effort. Plans will be developed in accordance with MnDOT State Aid Rules, AASHTO LRFD Bridge Design Specifications, and the MnDOT LRFD Bridge Design Manual. This estimate assumes a precast concrete box culvert section will be less desirable and a single-span, precast concrete girder or cast-in-place, concrete slab superstructure on integral concrete abutments will provide adequate vertical clearance and geometry and satisfy the needs of the project. This assumption suggests that the replacement bridge will maintain the existing curb-to-curb width of 26-feet, be approximately 35-40-feet in length, and require only minor profile alterations. Profile and alignment alterations are assumed to be accommodated by no more than 400' of adjacent roadway work.

Should a precast concrete box culvert prove sufficient and acceptable, there will be considerable reduction in the scope of the proposed design services which will also be reflected in the fee schedule.

The consultant team does not intend to follow the delegated contracting process for environmental & federal project development necessary for projects awarded federal funds. We will work with Itasca County Staff to appropriately scope this work if such funds are allocated.

SCOPE OF WORK

Bolton & Menk proposes to complete the following services:

Primary Task Elements

Project Management
Asbestos & Regulated Waste Assessment
Geotechnical Investigation
Topographic Survey
Wetland delineation & permitting
Hydraulic Analysis & pertinent hydraulic information incorporated into plans
Preliminary Design & Plan Development
Final Plan Development
Cost Estimate
Division SB Bridge Specifications

A more detailed scope is attached along with the hourly Fee Estimate

KEY ASSUMPTIONS AND COUNTY DELIVERABLES

KEY ASSUMPTIONS:

- Survey and Wetland Delineation will occur for a length of 400' on either side of the bridge location.
- A hydrologic (SSA, HEC-HMS or equivalent) and hydraulic model (HEC-RAS) will be developed to model existing and proposed hydraulics at bridge 92970. No FEMA or DNR analyses are currently available and regional regression equations are not valid in this location to determine hydrology. The budget assumes two alternatives modeled at the 30% design stage.
- A bridge hydraulic report, risk assessment, and hydraulic memo will be completed for the bridge.
- Anticipated Permits include the Joint Application, the DNR MPARS permit, and the NPDES construction stormwater permit. We do not anticipate the MPCA 401 Water Quality Certification request being necessary.
- Bolton & Menk will complete an NHIS request on the Minnesota Conservation Explorer website and coordinate with MnDNR to be in compliance with the current Minnesota Endangered Species Statute and an assessment on the USFWS iPAC website. Based on a preliminary NHIS review it is not likely that threatened or endangered species are present within the project corridor. If any threatened and endangered species surveys are required, we can provide an additional scope and fee at that time.
- Shop drawing review and/or construction administration can be provided as an additional scope of services, if requested.

COUNTY DELIVERABLES:

- Itasca County, if needed, will complete any environmental documents (project memo, catex, etc.)
- Itasca County will pay all administrative fees associated with permits (NPDES, MPARS). If desired, Bolton & Menk can pay and be reimbursed as an additional expense.
- Itasca County will provide a preferred detour route for implementation into project plans.

- Itasca County will complete any utility coordination needs based off the consultant completed plans.
- Itasca County will complete project specifications (with the exception of Division SB).
- Itasca County will complete all landowner coordination and complete all components of the R/W acquisition process (if needed).

PROPOSED SCHEDULE

The general project schedule as outlined by task is listed below. Our firm has completed numerous bridge projects of similar scope in an approximate delivery schedule of 1-year, and we anticipate this project to be similar (as shown in the schedule below). We can negotiate and modify the schedule as requested by Itasca County:

Primary Task Elements

Project Management	On-Going
Topographic Survey / Data Collection	October 2024
Wetland Delineation	October 2024
Geotechnical/Asbestos & Regulated Waste Evaluation	October - November 2024
Hydraulics Analysis & Design	May 2025
Preliminary Bridge/Roadway Plans	May - July 2025
Permitting Complete	September 2025
Final Bridge/Roadway Plans	August - December 2025
Construction	2027

Final plans and specifications will be submitted to Itasca County on or before December 31, 2025.

PROPOSED FEES

The total estimated not to exceed hourly fee for the prescribed scope is shown below. Any work required outside of this scope shall be authorized by the County prior to furnishing additional services. A detailed hourly estimate is also attached for reference.

Primary Task Elements

Project Management	\$ 8,578
Topographic Survey	\$ 8,443
Wetland Delineation & Permitting	\$ 10,509
Hydraulics Engineering	\$ 5,343
Preliminary Design & Plan Development	\$ 13,770
Final Design & Plan Development	\$ 28,424

Expenses:

Equipment Rental (Survey Boat)	\$ 250
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<u>Subtotal</u>	<u>\$ 69,964</u>
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Subconsultant Work - Twin Ports Testing

Geotechnical Investigation & Recommendations	\$ 16,200
Asbestos & Regulated Waste Material Testing	\$ 2,600

<u>Subtotal</u>	<u>\$ 18,800</u>
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<u>TOTAL ESTIMATED PROJECT COST</u>	<u>\$88,764</u>
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Out of scope services will be estimated, negotiated and provided at standard hourly rates. Additional services will utilize our corporate rate structure as shown after the detailed fee estimate.

Please contact me directly at 612-205-5160 or james.archer@bolton-menk.com if you wish to discuss the content of this proposal. We look forward to providing these professional engineering services to you on this project and appreciate your consideration of Bolton & Menk, Inc.

Sincerely,

Bolton & Menk, Inc.



James Archer, P.E.

Principal Structural Engineer

Engineering Design Services
Itasca County, MN



Itasca County
Minnesota

PROJECT: Bridge 92970
PROJECT NO.:
SERVICE DESCRIPTION: Bridge Replacement
DATE: September 10, 2024
PREPARED BY: Jim Archer

COST PRICE ANALYSIS WORKSHEET

PROPOSAL / BUDGET		Project Manager	Senior Structural Engineer	Water Resources Engineer	Project Engineer	Natural Resource Specialist	Licensed Land Surveyor	Survey Crew	Clerical	Total	TOTAL LABOR COST
STAFF CLASSIFICATION =====>		Manager	Engineer	Engineer	Engineer	Specialist	Surveyor	Crew	Clerical		
CHARGE RATES =====>		\$241.00	\$176.00	\$161.00	\$151.00	\$144.00	\$169.00	\$201.00	\$109.00		
Line No.	Tasks	(Hours)	(Hours)	(Hours)	(Hours)	(Hours)	(Hours)	(Hours)	(Hours)	(Hours)	
	Task 1: Project Management										
1	Kick-Off Meeting / Agency Coordination (3 Meetings)	6	2	2						10	\$2,120.00
2	Obtain County Data & Survey Information	2			4					6	\$1,086.00
3	Project & Subconsultant Management	16		4					8	28	\$5,372.00
	Task 1: Project Management	24	2	6	4	0	0	0	8	44	\$8,578.00
	Task 2: Topographic Survey										
1	Topographic Survey Collection			2	4			32		38	\$7,358.00
2	Survey Basemap				6		1			7	\$1,075.00
	Task 2: Topographic Survey	0	0	2	10	0	1	32	0	45	\$8,433.00
	Task 3: Wetland Delineation & Permitting										
1	Level II Wetland Delineation (Report, Type, Boundary Application)			1		20				21	\$3,041.00
2	MPARS Permit			8	1	8				17	\$2,591.00
3	Aquatic Resource Impact Permitting				2	12				14	\$2,030.00
4	WCA/Corps Permit				2	10				12	\$1,742.00
5	Threatened and Endangered Species Coordination					2				2	\$288.00
6	Agency Coordination Meetings as Necessary (Assumes 2 Meetings)	1				4				5	\$817.00
	Task 3: Wetland Delineation & Permitting	1	0	9	5	56	0	0	0	71	\$10,509.00
	Task 4: Hydraulics Engineering										
1	Hydraulics Data Collection			3						3	\$483.00
2	Prelim Hydraulics			12	3					15	\$2,385.00
3	Prelim Plan Development			4						4	\$644.00
4	Risk Assessment, Report, Hydraulic Letter			6	2					8	\$1,268.00
5	Agency Coordination	1		2						3	\$563.00
	Task 4: Hydraulics Engineering	1	0	27	5	0	0	0	0	33	\$5,343.00
	Task 5: Preliminary Design & Plan Development										
1	Bridge Type Study	1			6					7	\$1,147.00
2	Develop Preliminary Cost Estimates				6					6	\$906.00
3	State Aid Bridge Submittal & Comment Resolution Log				4					4	\$604.00
4	Roadway Typical Section & Quantities				24					24	\$3,624.00
5	Roadway Plan & Profile				24					24	\$3,624.00
6	Preliminary Plan Development - 30% Submittal	1			24					25	\$3,865.00
	Task 5: Preliminary Design & Plan Development	2	0	0	88	0	0	0	0	90	\$13,770.00
	Task 6: Final Plan Development										
1	60% Plan Submittal - Itasca County Review	1			32					33	\$5,073.00
2	Final Plan Development - 90% Submittal & State Aid Checklist	1			48					49	\$7,489.00
3	Close Out Comment Log				4					4	\$604.00
4	Final Engineer's Estimate				2					2	\$302.00
5	AASHTOWare Load Rating & File Submission		26		4					30	\$5,180.00
6	SWPPP			8						8	\$1,288.00
7	Erosion Control			4	4					8	\$1,248.00
8	Traffic Control / Detour Plan				8					8	\$1,208.00
9	Miscellaneous Details				4					4	\$604.00
10	Division SB Specifications (Bridge)		4		4				2	10	\$1,526.00
11	Signed Plans & Electronic Staking Files - 100% Submittal		16		4					20	\$3,420.00
12	Project Close Out	2								2	\$482.00
	Task 6: Final Plan Development	2	46	12	114	0	0	0	2	176	\$28,424.00
	Expenses										
1	Equipment (boat if necessary for hydraulic survey)									LUMP SUM	\$250.00
2	Geotechnical Investigation & Recommendations (Braun Intertec)									LUMP SUM	\$16,200.00
3	Asbestos / Regulated Waste & Material Testing (Braun Intertec)									LUMP SUM	\$2,600.00
	Expenses										\$19,050.00
	Optional Tasks, as requested										
1	Environmental Documentation (Project Memo, CATEx)									TBD	TBD
2	Construction Observation & Administration									TBD	TBD
3	Shop Drawing Review & Construction Support									TBD	TBD
	Optional Tasks, as requested	0	0	0	0	0	0	0	0	0	TBD
	TOTAL ESTIMATED CONTRACT AMOUNT	29	48	29	221	56	1	32	10	426	\$88,764.00
	% OF TOTAL HOURS	6.8%	11.3%	6.8%	51.9%	13.1%	0.2%	7.5%	2.3%	100.0%	

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, whichever 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 Highway Administration 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, loan, 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, September 17, 2024

REQUEST FOR BOARD ACTION: RBA-2024-100

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:

1. Citizen Input

RESULT:	INFORMATIONAL - NO ACTION TAKEN
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**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, September 17, 2024

REQUEST FOR BOARD ACTION: RBA-2024-372

DEPARTMENT: Administrative Services

TIME REQUESTED: < 5 Minutes

PRESENTER: Brett Skyles

AGENDA ITEM:

Flag at Half-Staff

BOARD ACTION REQUESTED:

Approve flying the Courthouse flag at half-staff from Wednesday, September 18 through Friday, September 20, 2024 in honor of Commissioner Burl Ives who passed away on Wednesday, September 11, 2024.

BACKGROUND:

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION: None

RESULT:	APPROVED (3 TO 0)
MOVER:	Commissioner Cory Smith
SECONDER:	Commissioner Casey Venema
AYES:	Cory Smith, John Johnson, Casey Venema
ABSENT:	Terry Snyder
VACANT:	District #4



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, September 17, 2024

REQUEST FOR BOARD ACTION: RBA-2024-376

DEPARTMENT: Land Department

TIME REQUESTED: 5 Minutes

PRESENTER: Kory Cease

AGENDA ITEM:

Canisteo Pit Outlet Lease Agreement

BOARD ACTION REQUESTED:

Approve long-term lease agreement with the State of Minnesota for the use of tax-forfeited trust lands in the Canisteo Legacy Mine Pit Complex outlet/outflow project, and authorize the necessary signatures.

BACKGROUND:

To mitigate the threat of rising legacy mine pit water to public safety, property and regional water quality, Minnesota Session Laws of 2023, Chapter 71, Article 1, Section 2 subdivision 3 appropriated \$8,875,000.00 for the construction of publicly owned infrastructure from the Canisteo Legacy Mine Pit Complex to the Prairie River. This 40-year lease secures use of the land where the outlet/outflow project crosses county-managed tax-forfeited trust lands.

COUNTY ATTORNEY REVIEW: Yes and/or Pending

SUPPORTING DOCUMENTATION:

1. DIRRR_Itasca County_Canisteo Outlet Lease_2024-09-11

RESULT:	APPROVED (3 TO 0)
MOVER:	Commissioner Casey Venema
SECONDER:	Commissioner Cory Smith
AYES:	Cory Smith, John Johnson, Casey Venema
ABSENT:	Terry Snyder
VACANT:	District #4

SPECIAL USE LEASE
(Tax-forfeited Trust Lands)

This Lease Agreement ("Agreement") is made effective this _____ day of _____, 2024, (the "Effective Date") by and between the State of Minnesota in trust for the taxing districts, acting by and through Itasca County, ("Landlord"); and the State of Minnesota, acting by and through its commissioner of Iron Range resources and rehabilitation, ("Tenant"). For good and valuable consideration, the receipt and sufficiency of which the parties hereby acknowledge the parties agree as follows:

1. **Authority.** This Agreement is entered into by the parties pursuant to the following:

a) Minnesota Statutes Section 282.04, Subd. 1(d), which authorizes the county auditor, as directed by the county board, to lease tax-forfeited trust land at public or private sale, and at the prices and under the terms as the county board may prescribe for temporary uses, provided that no leases shall be for a period to exceed ten years; and

b) Laws of Minnesota 2023, Chapter 71, Article 1, Sec. 2, Subd. 3(c), which authorizes the county, notwithstanding Minnesota Statutes, section 282.04, to enter into leases for the Canisteo Legacy Mine Pit Complex for a term that is consistent with meeting the project's needs; and

2. **Premises.** The Landlord in consideration of the terms, conditions and agreements contained herein, hereby leases to the Tenant, subject at all times to sale, lease and use for other purposes, the non-exclusive surface right in the following described Premises to wit:

Tax Parcel ID No. 02-035-4201

That part of Northwest Quarter of Southeast Quarter (NW1/4-SE1/4) in Section Thirty-five (35), Township Fifty-six (56) North, Range Twenty-five (25) West in Itasca County, Minnesota, comprising approximately 4.75 acres for outlet;

including approximately 0.91 acres across a portion of Northwest Quarter of Southwest Quarter (NW1/4-SW1/4) in Section Thirty-five (35), Township Fifty-six (56) North, Range Twenty-five (25) West (Tax Parcel ID Nos. 02-035-3201 and 02-035-3203) in Itasca County, Minnesota, for road access;

as described and shown in the attached "Exhibit A", made a part of this lease, and hereinafter referred to as the "Premises".

The legal descriptions and maps found in Exhibit A are the outlet alignment plans dated April 8, 2024.

This Agreement does not lease to Tenant any subsurface mineral rights, personal property, nor any surface overburden, rock, lean ore, tailings, or other material that has been removed from below the surface and deposited on the surface in the process of iron ore, taconite, or other metallic minerals mining, or in the process of beneficiation.

This Agreement does not grant Tenant any prior or prescriptive rights to the Premises, nor is Landlord or the State of Minnesota obligated to issue any lease to Tenant upon any of the Premises for subsurface mineral rights, personal property, surface overburden, rock, lean ore, tailings, or other materials.

Landlord does not warrant its title to the premises nor undertake to defend the Tenant in the peaceable possession or use thereof. No covenant of quiet enjoyment is made. Tenant's liability shall be governed by the provisions of the Minnesota Tort Claims Act (Minn. Stat., Sec. 3.736) or other applicable law. Landlord's liability shall be limited by the provisions of Minn. Stat. Ch. 466 (Tort Liability, Political Subdivisions) or other applicable law. This agreement does not assign liability, either financial or dewatering efforts, for water level management of the Canisteo or other Legacy Mine Pits to Itasca County.

3. **Purpose of the Lease.** This Agreement is granted to provide Tenant with a surface lease solely to operate, use, construct, reconstruct, maintain, repair, replace, or remove existing and/or future outlet ditch or piping and outlet-related equipment and facilities associated with the Canisteo Legacy Mine Pit Complex project within the Premises. Tenant's use of the Premises shall be supported by all permits required by law, and Tenant shall not operate in violation of any such permits.

4. **Response to Unacceptable Impacts**

Tenant shall develop and implement appropriate adaptive management or mitigation strategies to address any unacceptable impacts to public health, public safety, or public interests in lands and waters which are caused by, or could potentially be caused by, any construction or dewatering activities performed by the Tenant on the Premises. If adaptive management or other mitigation strategies are mutually deemed insufficient by Landlord and Tenant, to remedy the unacceptable impacts, Tenant shall cease with construction or reduce or suspend dewatering.

5. **Term and Rental Fee.** The initial term (the "Term") of this Agreement shall commence on the date set forth above and shall end at 12:00 a.m. forty (40) years from the Effective Date set forth above. This Agreement is subject to cancellation or termination pursuant to the provisions herein. The rental fee of \$16,980.00 is due in full upon execution of the Lease for the duration of the Lease Term. The Tenant has paid to the Landlord all sums to which Landlord is entitled for the rental fees which were due and payable upon the issuance of this Lease.

6. **Permit Acquisition and Commencement of Operations.** If Tenant fails to obtain the required state or federal permits or approvals necessary for the construction activities within twelve (12) months from the Effective Date, Landlord may, at its option cancel this Agreement.

7. **Incumbrance.** This Agreement is subject to all existing easements, rights-of-way, licenses, leases, commingling agreements and other incumbrance upon the Premises and Landlord shall not be liable to Tenant for any damages resulting from any action taken by a holder of an interest pursuant to the rights of that holder thereunder.

8. **Maintenance.**

The parties agree that this Agreement shall not create any Landlord responsibility for site

maintenance, dewatering, monitoring and equipment maintenance, or costs associated therewith. Tenant shall maintain the Premises in an orderly fashion and good repair, keeping them safe and clean, removing all refuses and debris that may accumulate, to the extent consistent with sound and customary mining practices. Tenant shall comply with all laws affecting the Premises, including local ordinances and state regulations. All garbage, refuse, etc. shall be removed from the lease area and shall be legally and properly disposed of. Landlord is not responsible to maintaining any facilities or improvements on the Premises as a result of this Agreement.

9. **Termination.** This Agreement may be terminated at any time within sixty (60) days by advance written notice and mutual agreement by both Tenant and Landlord.

This Agreement may be terminated at any time by ninety (90) days advance written notice by Tenant provided Tenant is in compliance with all other terms and conditions of this Agreement. Landlord has the right to cancel this Agreement for violation of the terms and conditions of this Agreement. Tenant shall have 30 days after receipt of written notice specifying such default to cure such default. Termination of this Agreement, including termination prior to its termination date, does not relieve the Tenant from any, liability for payment or other liability incurred under this Agreement or obligation incurred prior to termination.

Tenant shall, on the termination date, or earlier as provided for in this Agreement, peaceably and quietly surrender the Premises to the Landlord in a condition satisfactory to the Landlord.

In addition, Tenant shall remove all of Tenant's personal property, at Tenant's expense, from the Premises within 90 days after the termination date. Any improvements and personal property remaining shall be considered abandoned and shall be disposed of by the Landlord according to law.

If Tenant defaults in compliance with its obligations under this Agreement, Landlord shall have the right, upon Tenant's failure to cure such default within 30 days after receipt of written notice specifying such default, to seek such remedies or combination of remedies as maybe available at law or in equity, including without limitation specific performance, damages, or termination of this Agreement. Landlord's remedies shall expressly include the right to evict Tenant and take possession of the Premises.

10. **Transfers.** This Agreement may not be conveyed, assigned, subleased, mortgaged, pledged, encumbered or otherwise transferred by the Tenant, or its successors in interest, without the written consent of the Landlord. The covenants, terms and conditions of this Agreement shall run with the land and shall extend to and bind all assignees and other successors in interest of the Tenant. Tenant shall not, without the Landlord's prior written consent, permit the use or occupancy of the Premises or any part thereof by anyone other than the Tenant, its contractors or agents. No assignment, agreement or contract relieves the Tenant of any obligation or liability imposed by this Agreement, and all assignees, sublessees and subcontractors are also liable for all obligations or liabilities imposed by this Agreement.

11. **Timber Damages/Timber sale.** No timber shall be cut, used, removed or destroyed by the Tenant without first obtaining written permission from the Landlord. Timber is

defined as both mature timber and growing stock. If Landlord permits timber to be cut, used, removed, or destroyed, Tenant shall pay timber damages. Tenant must pay, subject to available appropriations, for all timber (both mature timber and growing stock) damaged on the Premises by Tenant prior to incurring the damage, failure to comply will result in timber trespass laws being applied. Timber damages will be determined by the Itasca County Land Commissioner and will be based on current market values.

12. **Landlord's right to grant other leases, permits, licenses, or easements.** The Landlord reserves the right to grant leases, permits, licenses, or easements to any portion of the surface of the Premises to any person or corporation under authority of Minnesota Statutes, Chapter 282 or other applicable laws, without let or hindrance from the Tenant, but such leases, permits, licenses, or easements shall not materially interfere with the pumping operations or activities carried on thereon. Tenant agrees to cooperate and use best efforts to resolve any potential conflicts that may arise due the granting of other leases, permits, licenses or easements. A grantee of such a lease, permit, license or easement will agree, for the benefit of both parties to this Agreement, to assume entire responsibility and liability for all damages and injury to all persons and Premises whether caused by the grantee or the grantee's officers, agents or employees, arising from activities undertaken based on the lease, permit, license or easement or the grantee's use or occupancy of the premises covered by such lease, permit, license or easement.

13. **Wetlands Construction.** In the event Tenant wishes to create wetlands on the Premises, prior to the creation of any wetlands Tenant will provide its wetlands construction plan to the Landlord for review and approval in writing by the County Land Commissioner. Such plan shall include the acreages and locations of wetlands to be created. Prior to creation of any wetlands on the Premises, a separate agreement ("Wetlands Agreement") between Tenant and the Landlord will be necessary to address outstanding issues involving the state-owned lands and tailings and the created wetlands, such as compensation to the State for state-owned lands and tailings in the wetlands.

In the absence of such an agreement, Tenant shall not have any ownership interest in or entitled to any compensation for wetland creation or utilization in any form as wetlands. Landlord shall be entitled to the use of any created wetlands on the Premises for wetland mitigation as permitted by law.

14. **Access/ Road construction and maintenance.** Landlord shall not, by virtue of this Agreement, be responsible for obtaining legal access to Premises for Tenant or be responsible for the construction or maintenance of any road to Premises.

15. **Public Access/Public Recreation Use.** Tenant may prohibit access to the Premises by the public as needed to carry out activities authorized under this Agreement.

16. **Gating and blocking of roads and trails.** Gating and blocking of roads and trails on the Premises shall not be by cable, chain, wire or similar single strand barrier.

17. **Wildfires.** Tenant shall take all reasonable precautions to prevent and suppress wildfires on Premises.

18. **Noxious Weeds.** Tenant is responsible for prevention and treatment of noxious weeds from entering or spreading on Premises resulting from any activities authorized in this Agreement. Tenant must request and obtain written permission to apply herbicides or pesticides to Premises from Landlord prior to application or treatment.

19. **Liability.** Each party is responsible for its own acts and omissions and the results thereof to the extent authorized by law and shall not be responsible for the acts and omissions of the other party and the results thereof. Tenant's liability is governed by the Minnesota Tort Claims Act, Minnesota Statutes, section 3.736 and other applicable law.

20. **Sign.** Tenant may, at its own cost and expense, establish one or more signs identifying the Premises or Tenant's interest in the Premises. Such signs shall be maintained in good condition and repair.

21. **Utilities.** Landlord shall have no responsibility, by virtue of this Agreement, to provide Tenant with any utility service to the Premises. Tenant may obtain and procure such utilities at its expense as may be necessary to serve the Premises. In the event a public body or other third party extends utilities to the Premises for the purpose of Tenant's use under this Lease, the cost of such extension and utilities shall be borne by Tenant, subject to available appropriations. Landlord shall have no responsibility for costs associated with a public body or third-party extension of utilities for any purpose unless Landlord consents to those costs in advance writing. Installation of utilities on the Premises will require the prior written consent of the Landlord and is subject to a separate utility license and fee for crossing state in trust-owned property.

22. **Legal Obligations.** Tenant agrees to comply with all state and federal laws, ordinances, orders, regulations and requirements affecting Tenant's use of the Premises. Tenant shall be responsible for obtaining and observing all applicable local zoning and permitting regulations.

23. **Hazardous Materials.** Tenant shall not, in its occupancy or use of the Premises, violate any federal, state, or local law, statute, ordinance, rule, or regulation with respect to hazardous wastes, substances, or materials, as those terms may be defined by law, statute, ordinance, rule, or regulation. No assembly or disassembly of mining-related or ancillary equipment is allowed on the Premises without prior written approval from the Landlord. Any handling of hazardous or petroleum-based products or fluids on the Premises will require a mutually agreed upon spill plan prior to Landlord's authorization allowing the handling of such products or fluids. A request for the day-to-day use of hazardous or petroleum-based products or fluids will not be unreasonably denied provided a mutually agreed upon spill plan exists, and the Tenant complies with all statutes, rules and regulations regarding the use and storage of such material or fluids and restricts their use to identified portions of the Premises.

24. **Liens.** No liens shall be created or filed against the Premises without the written consent of the Landlord. Tenant shall take all steps necessary to prevent the filing of any mechanic's liens or other liens against the Premises. This clause shall not apply to liens existing on the Premises prior to the Effective Date.

25. **Right of Entry.** Landlord, or its agents or contractors, shall have the right to enter

upon and into said Premises at any time to inspect the same. Such inspection shall not unreasonably hinder or interrupt the operations of the Tenant, except in cases where emergency entry is necessary to preserve the Premises and other property.

Landlord, or its agents, contractors, permittees or lessees, shall also have the right to enter upon and into said Premises at any time to remove state-owned materials (excluding state-owned fine tailings leased to Tenant), including but not limited to, timber, iron-bearing materials, sand and gravel, overburden, and rock. Such removal shall not unreasonably hinder or interrupt the operations of Tenant, except in cases where emergency entry is necessary to preserve the Premises and other property.

26. **Construction of Lease.** If any clause or provision of this Agreement is or becomes illegal, invalid or unenforceable because of present or future laws or any rule or regulation of any governmental body, the intentions of the Landlord and Tenant here is that the remaining parts of this Agreement shall not be affected thereby.

27. **No Waiver.** No delay on the part of the Landlord in enforcing any conditions in this Agreement, including termination or cancellation for violation of the terms of this Agreement, shall operate as a waiver of any of the rights of the Landlord.

28. **Governing Law.** The laws of the State of Minnesota shall govern all questions and interpretations concerning the validity and construction of this Agreement and the legal relations between the parties herein and performance under it. The appropriate venue and jurisdiction for any litigation hereunder will be those courts located within the County of Itasca, State of Minnesota. Litigation, however, in the federal courts involving the parties herein will be in the appropriate federal court within the State of Minnesota. Any claim, controversy or dispute arising out of this Agreement may, upon mutual agreement of the parties, be referred to non-binding or binding arbitration in accordance with the commercial rules of the American Arbitration Association. If any provisions of this Agreement are held invalid, illegal or unenforceable, the remaining provisions will not be affected.

29. **Notification.** Any notice given under this Agreement shall be in writing and served upon the other party either personally or by depositing such notice in the United States mail with proper address and sent by certified mail, return receipt requested. Service shall be effective on the earlier of receipt or five days after the depositing of the notice in the United States mail.

The proper mailing addresses for Landlord and Tenant for the purposes of serving notice are as follows:

Landlord

Itasca County Land Department
c/o Land Commissioner
1177 LaPrairie Avenue
Grand Rapids, Minnesota 55744

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

Tenant

Minnesota Department of Iron Range
Resources and Rehabilitation
4261 U.S. Highway 53
Eveleth, Minnesota 55734

30. **Miscellaneous.** This Agreement contains the entire agreement of the parties hereto with respect to the use of the premises. This Agreement may be amended in writing only and delivered by both parties. Nothing contained in this Agreement shall be deemed or construed to create a partnership of joint venture of or between the Landlord and Tenant or create any other relationship between the parties other than that of the Landlord and Tenant.

31. **Additional Terms.** See the attached Exhibit B (Additional Terms) which is made a part of this lease.

(Remainder of the page is left intentionally blank; signature pages follow)

IN TESTIMONY WHEREOF, the parties have hereunto set their hands and seals on the _____ day of _____, 2024.

STATE OF MINNESOTA
DEPARTMENT OF IRON RANGE
RESOURCES AND REHABILITATION

Title: _____

STATE OF _____

COUNTY OF _____

This instrument was acknowledged before me on this _____ day of _____, 2024, by _____ of the State of Minnesota, Department of Iron Range Resources and Rehabilitation, on behalf of the State.

Notary Seal

Notary

STATE ENCUMBRANCE VERIFICATION
Individual certifies that funds have been encumbered
as required by Minn. Stat. 16A.15 and 16C.05

Signed _____
Date: _____
Contract: _____

THE STATE OF MINNESOTA, IN TRUST FOR
THE TAXING DISTRICTS, AS LANDLORD

By: _____
Austin Rohling, County Auditor

STATE OF MINNESOTA
COUNTY OF ITASCA

This instrument was acknowledged before me this _____ day of _____, 2024, by
Austin Rohling, as County Auditor on behalf of Itasca County, a public body corporate of the State
of Minnesota.

(Seal)

Notary Public

THE STATE OF MINNESOTA, IN TRUST FOR
THE TAXING DISTRICTS, AS LANDLORD

By: _____
Kory Cease, Land Commissioner

STATE OF MINNESOTA
COUNTY OF ITASCA

This instrument was acknowledged before me this _____ day of _____, 2024, by
Kory Cease, as Land Commissioner on behalf of Itasca County, a public body corporate of the
State of Minnesota.

(Seal)

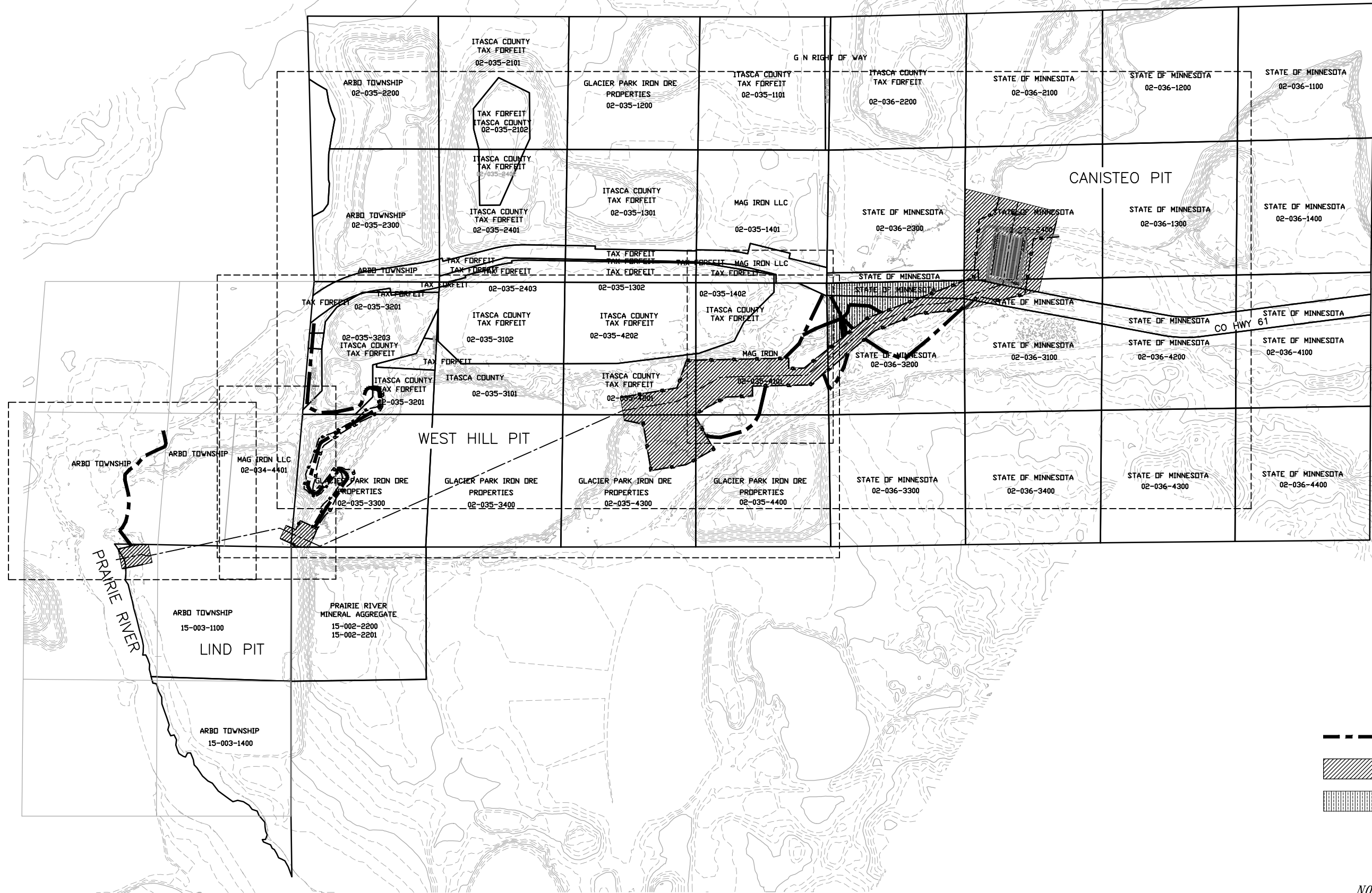
Notary Public

Drafted by:
Kory Cease, Land Commissioner
Itasca County Land Department
1177 LaPrairie Ave
Grand Rapids, MN 55744

Victoria H. Sellner, Attorney
Minnesota Department of Natural Resources
Division of Lands and Minerals
500 Lafayette Road, Box 45
St. Paul, MN 55155-4045

EXHIBIT B
Additional Terms to Lease to DIRRR

1. **Temporary Lease.** A temporary lease for construction purposes is granted until December 31, 2026, or upon completion of the outlet channel, whichever occurs first, for those portions of the Premises designated in the attached "Exhibit A" as being granted a temporary lease. All of the terms and conditions of this lease are also applicable to the temporary lease area.
2. **Use of Outlet Channel by Others.** No other persons or entities shall outlet water through the outlet channel to be built by TENANT upon the Premises, without prior written approval of the Minnesota Department of Natural Resources, LANDLORD, and all other landowners along the outlet route.
3. **Additional Maintenance.** Lessee is responsible for the following maintenance measures:
 - a. erosion control at the outlet channel, including, but not limited to, filter fabric and natural rock riprap;
 - b. compaction of spoil material on top of the outlet channel. Lessee shall ensure the top of the outlet channel is even with surrounding land surface one-year after the outlet channel construction is complete;
 - c. prior to performing any maintenance on the outlet channel, Lessee must inform the LANDLORD of the planned maintenance activities.
4. **Amendment/Termination.**
 - a. In addition to Paragraph 9 of this Lease, this Lease may be amended or terminated when:
 - i. the commissioner of natural resources determines that the outlet is no longer needed to serve the intended purpose or identifies a more effective alternative to the constructed project; or
 - ii. mining operations are fully permitted to resume in all or part of the leased Premises.



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FOR BID
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Project Office:
BARR ENGINEERING CO.
3128 14TH AVENUE EAST
HIBBING, MN 55746
Ph: 1-800-225-1966
Fax: (218) 262-3460
www.barr.com

m
**DEPARTMENT OF
NATURAL RESOURCES**

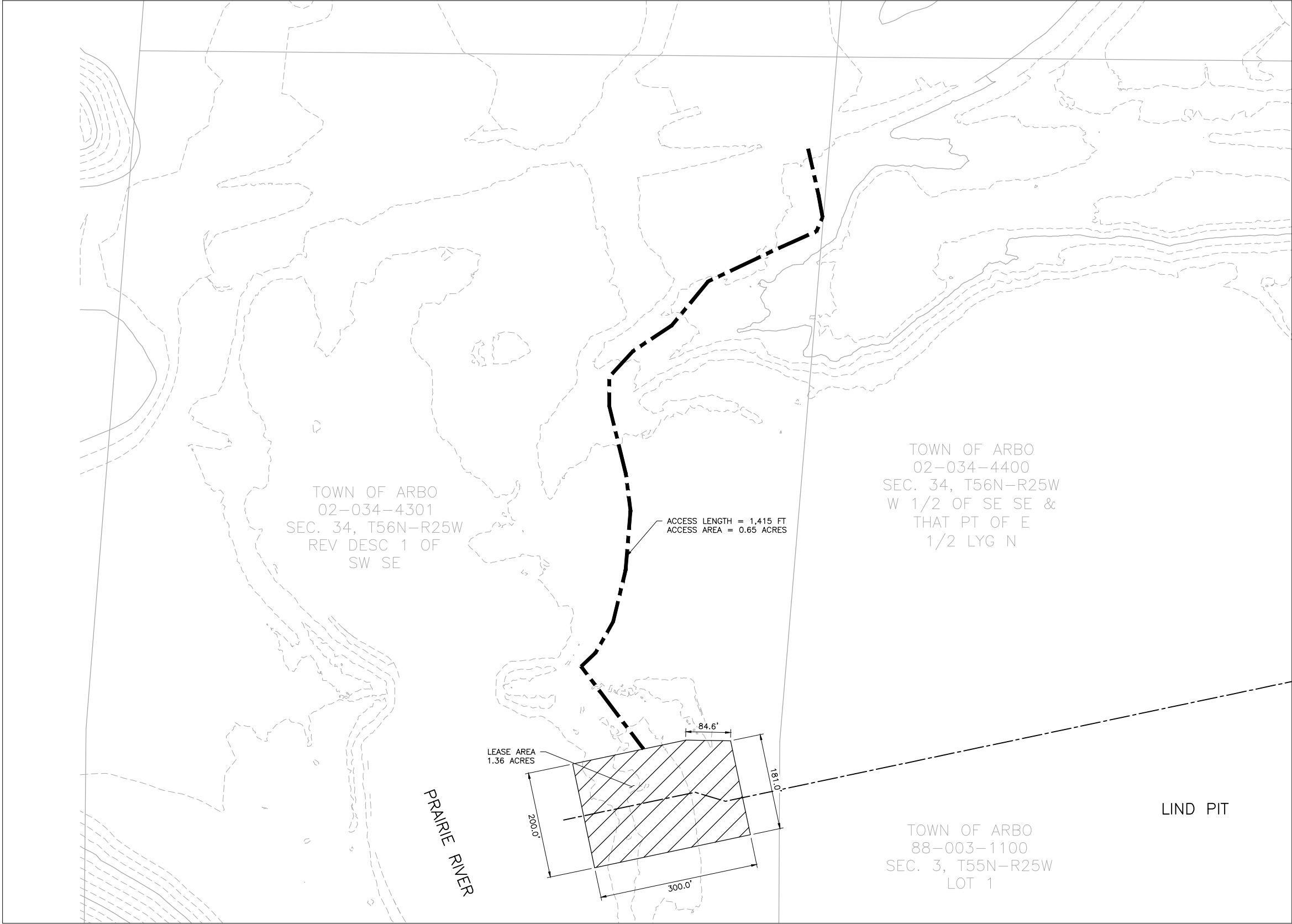
I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer under the laws of the state of Minnesota.
Name: [Signature]
Lic. Number: 45025 Date: 4/30/2024

**Canisteo Legacy Mine Pit Outlet
Canisteo Mine**
Division of Lands and Minerals
Itasca County Near Coleraine
Section: 34,35,36 Township: 56N Range: 25W

Revisions	
Date	By

Title: **Lease Area Map**
Survey: Designed: JMM 3/25/24
Drawn: GSJ 2/5/24
Checked: JMM 3/25/24
Horz. datum: NAD 83 (96 ADJ) Vert. datum: NAVD 88

Sheet: **C-03**
CC2: 81018
File #: MIN0007.00.35.05
Site #: R2900448



LEASE AREA SUMMARY	
LONG-TERM LEASE	- 1.36 ACRES
ACCESS LEASE	- 0.65 ACRES


0 100 200
SCALE IN FEET

APPROXIMATE PERMANENT ACCESS ROUTES

APPROXIMATE CONSTRUCTION & LONG TERM UTILITY LEASE AREA

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BARR

Corporate Headquarters:
Minneapolis, Minnesota
Ph: 1-800-632-2277

Project Office:
BARR ENGINEERING CO.
3128 14TH AVENUE EAST
HIBBING, MN 55746

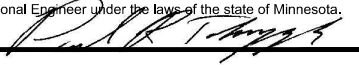
Ph: 1-800-225-1966
Fax: (218) 262-3460
www.barr.com

m

DEPARTMENT OF
NATURAL RESOURCES

I hereby certify that this plan, specification, or report 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.

Name:



Lic. Number:

45025

Date:

4/8/2024

Canisteo Legacy Mine Pit Outlet
Canisteo Mine
Division of Lands and Minerals

Itasca County

Near Coleriane

Section: 34,35,36

Township: 56N

Range: 25W

Revisions	
Date	By

Title:
Lease Area Map - Town of Arbo

Survey:

Designed: JMM3 2/5/24

Drawn:

Drawn: GSJ 2/5/24

Checked:

Checked: JMM3 2/5/24

Horz. datum: NAD 83 (96 ADJ)

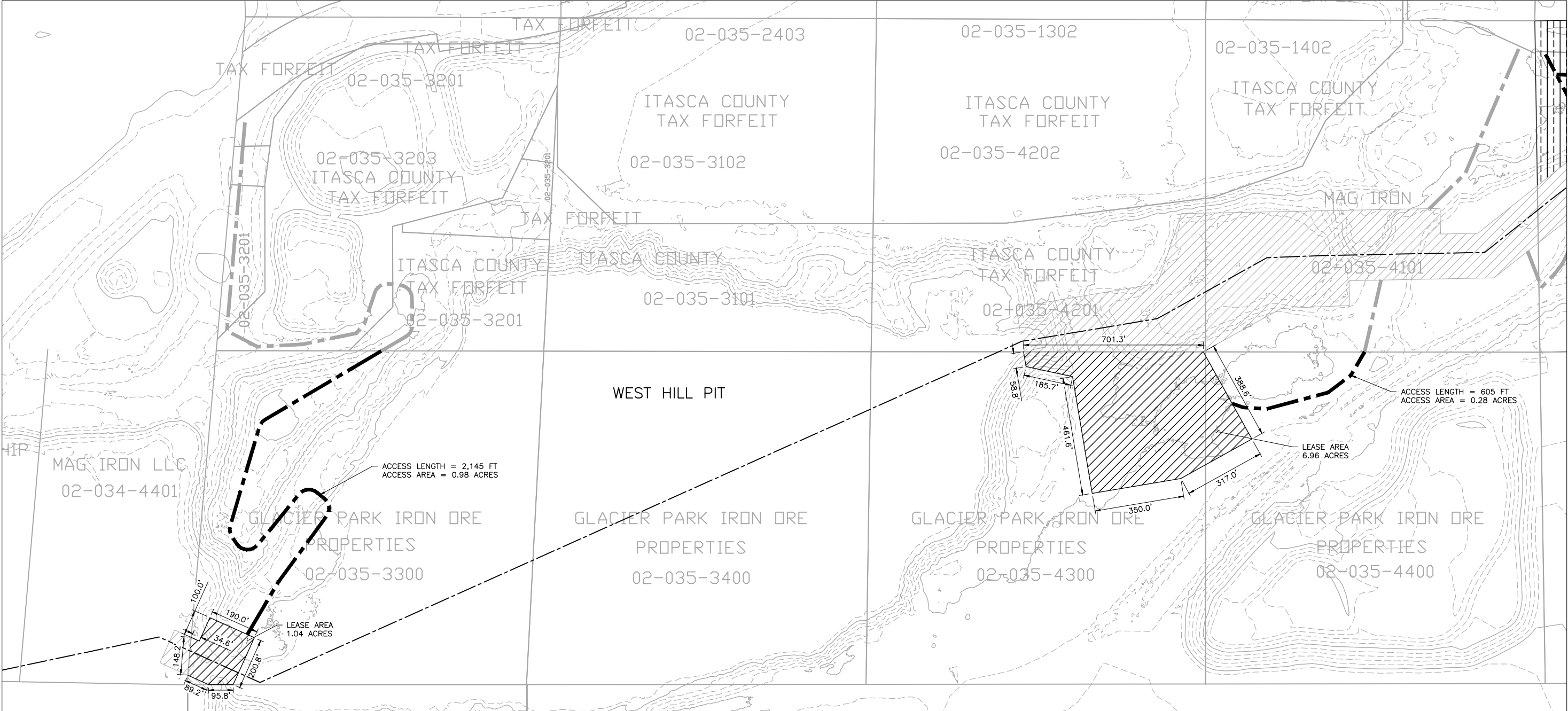
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C-04

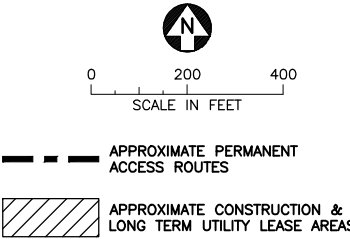
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File #: MIN0007.00.35.05

Site #: R2900448



LEASE AREA SUMMARY
LONG-TERM LEASE - 8.00 ACRES
ACCESS LEASE - 1.24 ACRES



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m
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NATURAL RESOURCES**

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Name: [Signature]

Lic. Number: 45025 Date: 4/8/2024

**Canisteo Legacy Mine Pit Outlet
Canisteo Mine**
Division of Lands and Minerals

Itasca County **Near Coleraine**
Section: 34,35,36 Township: 56N Range: 25W

Revisions	
Date	By

Title:
Lease Area Map - Glacier Park Iron Ore Prop.

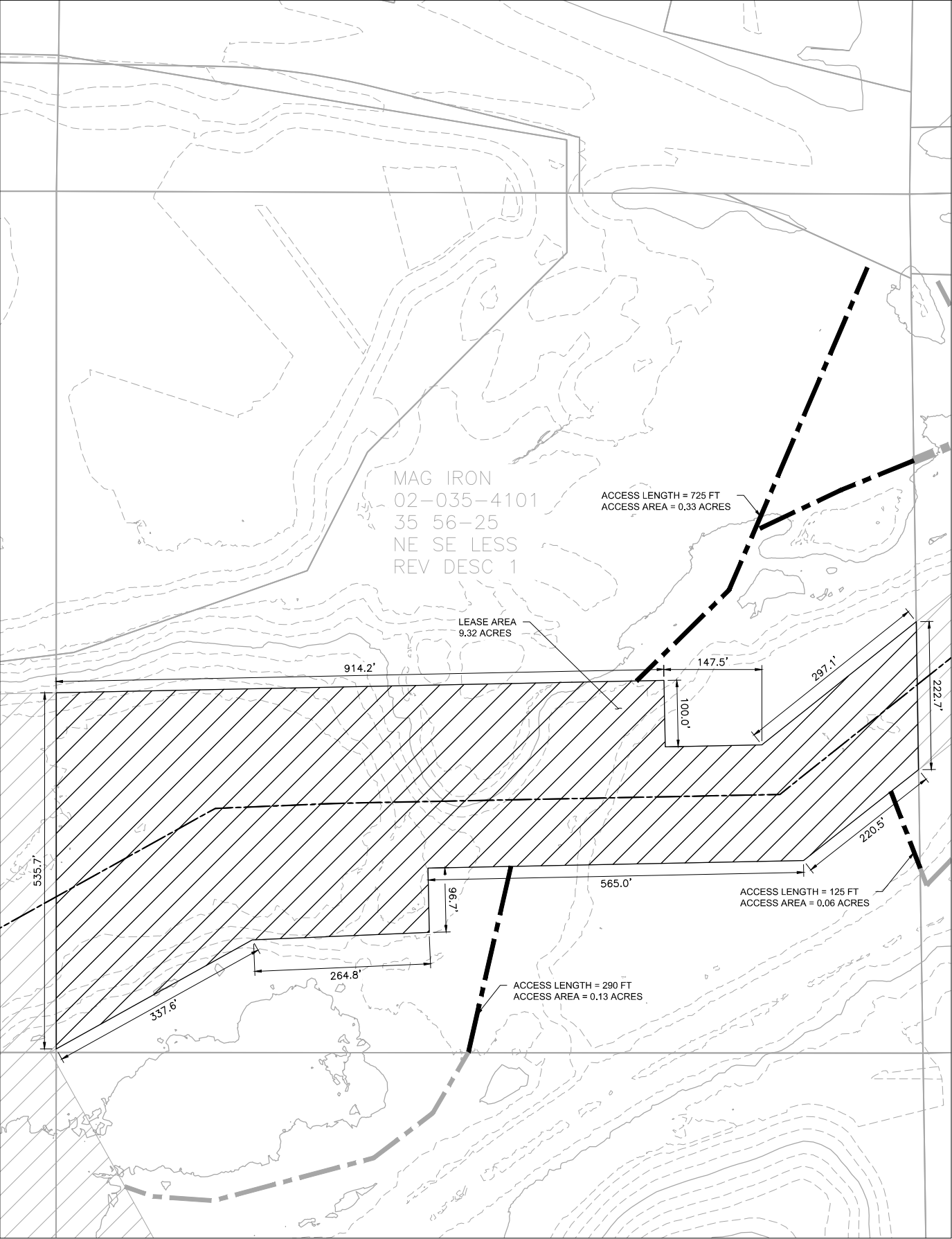
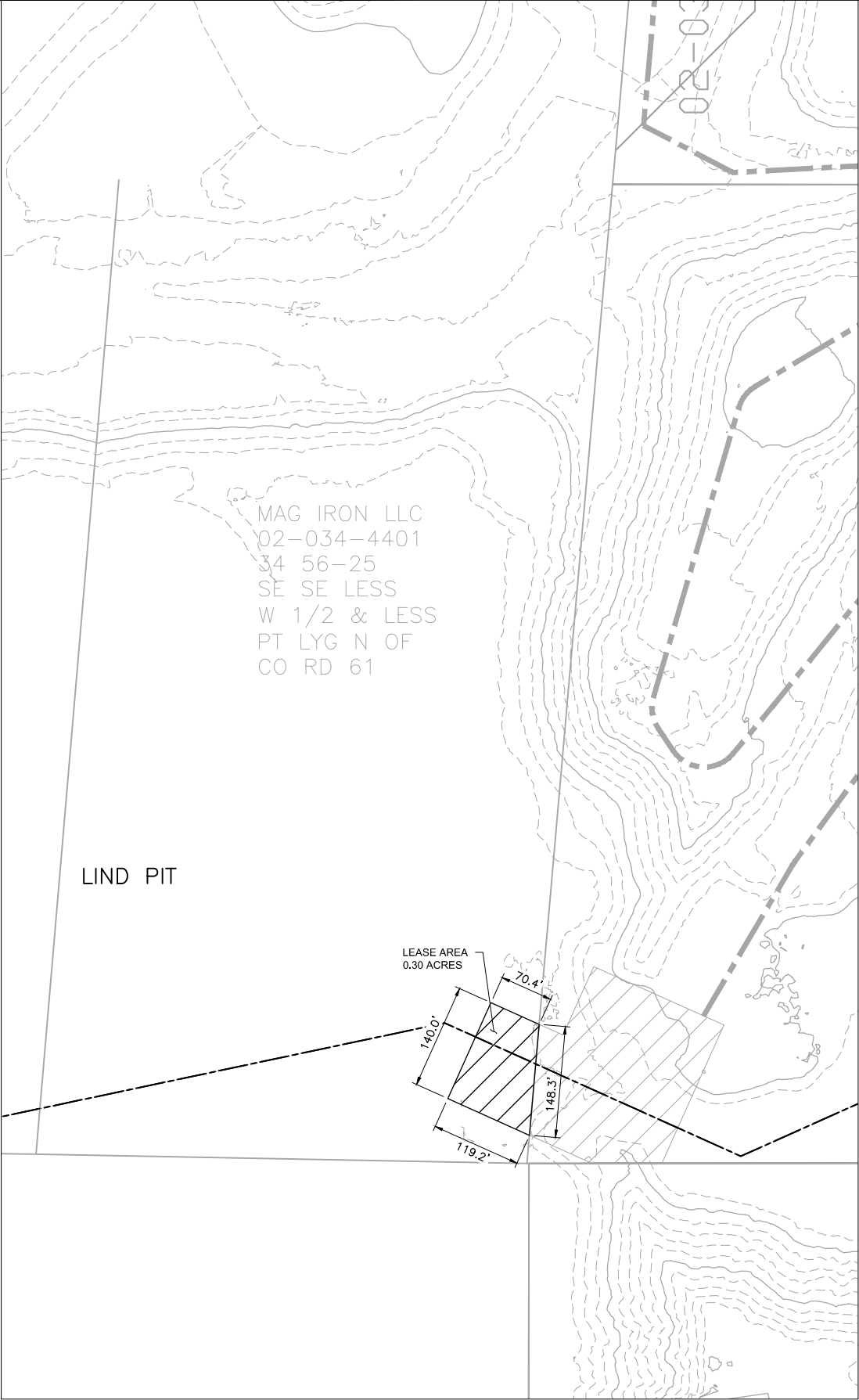
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Checked:	Checked: JMM3 2/5/24
Horz. datum: NAD 83 (96 ADJ)	Vert. datum: NAVD 88

Sheet: **C-05**

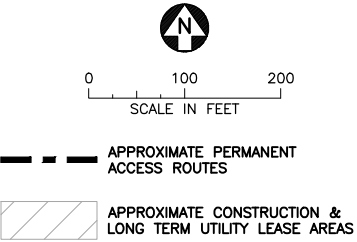
CC2: 81018

File #: MIN0007.00.35.05

Site #: R2900448



LEASE AREA SUMMARY	
LONG-TERM LEASE	- 9.62 ACRES
ACCESS LEASE	- 0.52 ACRES



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m
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NATURAL RESOURCES**

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Name:
Lic. Number: 45025 Date: 4/8/2024

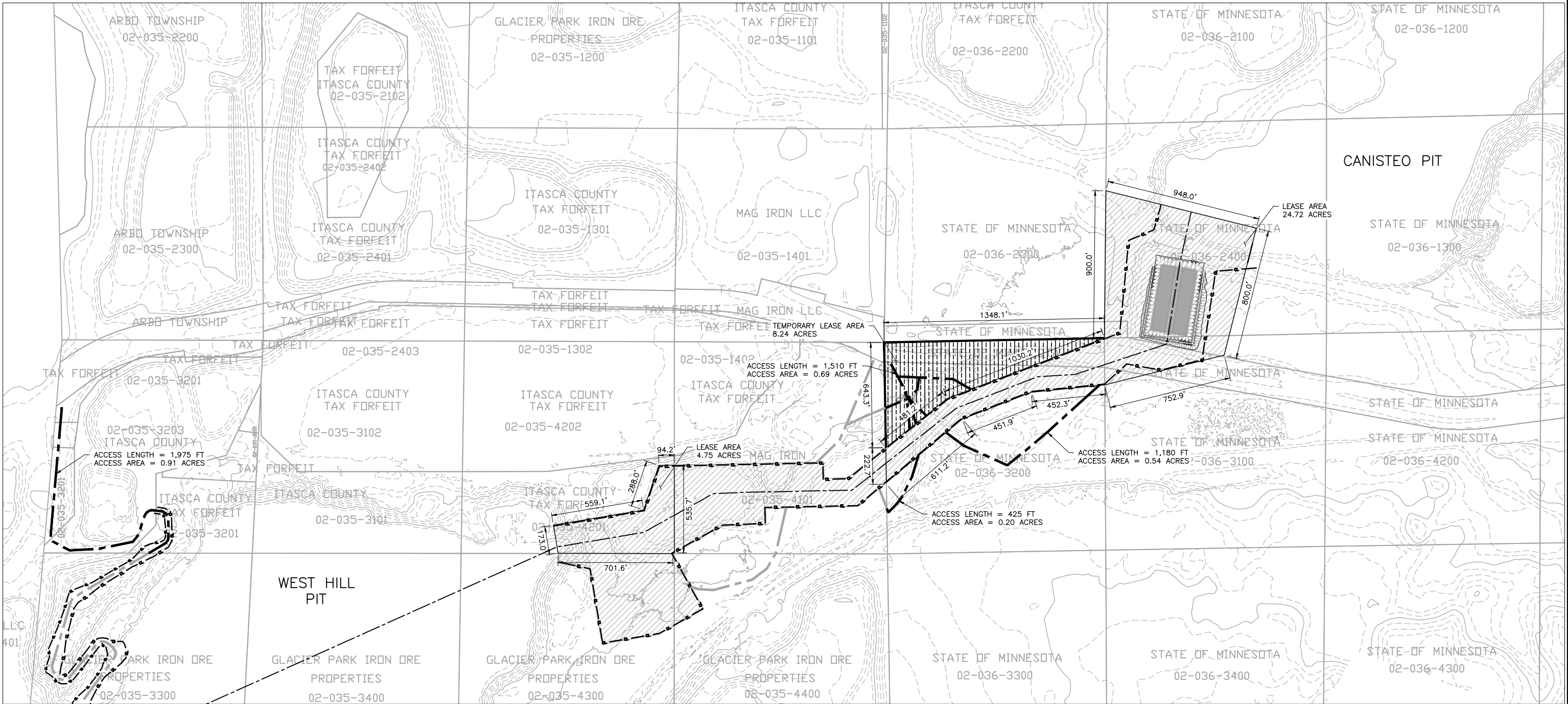
Canisteo Legacy Mine Pit Outlet
Canisteo Mine
Division of Lands and Minerals
Itasca County Near Coleraine
Section: 34,35,36 Township: 56N Range: 25W

Revisions	
Date	By

Title:
Lease Area Map - Maglron

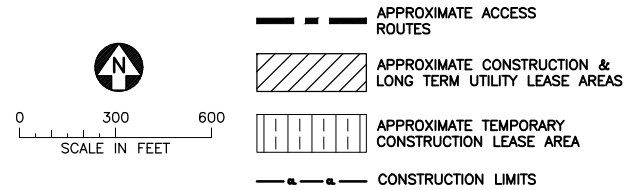
Survey: Designed: PRT 2/5/24
Drawn: Drawn: GSJ 2/5/24
Checked: Checked: PRT 2/5/24
Horz. datum: NAD 83 (96 ADJ) Vert. datum: NAVD 88

Sheet: **C-06**
CC2: 81018
File #: MIN0007.00.35.05
Site #: R2900448



LEASE AREA SUMMARY

LONG-TERM LEASE - 30.38 ACRES
ACCESS LEASE - 2.34 ACRES
TEMPORARY CONSTRUCTION LEASE - 8.24 ACRES



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Ph: 1-800-225-1966
Fax: (218) 262-3460
www.barr.com

m
**DEPARTMENT OF
NATURAL RESOURCES**

I hereby certify that this plan, specification, or report 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.
Name: *[Signature]*
Lic. Number: 45025 Date: 4/30/2024

**Canisteo Legacy Mine Pit Outlet
Canisteo Mine**
Division of Lands and Minerals
Itasca County Near Coleraine
Section: 34,35,36 Township: 56N Range: 25W

Revisions	Date	By

Title: **Lease Area Map - State of Mn**
Survey: Designed: PRT 2/5/24
Drawn: Drawn: GSJ 2/5/24
Checked: Checked: PRT 2/5/24
Horz. datum: NAD 83 (96 ADJ) Vert. datum: NAVD 88

Sheet: **C-07**
CC2: 81018
File #: MIN0007.00.35.05
Site #: R2900448



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, September 17, 2024

REQUEST FOR BOARD ACTION: RBA-2024-374

DEPARTMENT: Auditor / Treasurer

TIME REQUESTED: < 5 Minutes

PRESENTER: Heathyr Dahline

AGENDA ITEM:

Set-up Permit

BOARD ACTION REQUESTED:

Approve Set-up Liquor Permit for Barn in the Woods Wedding & Event Center, LLC located at 27037 Baich Road, Bovey, MN 55709 which will expire March 31, 2025.

BACKGROUND:

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION: None

RESULT:	APPROVED (3 TO 0)
MOVER:	Commissioner Cory Smith
SECONDER:	Commissioner Casey Venema
AYES:	Cory Smith, John Johnson, Casey Venema
ABSENT:	Terry Snyder
VACANT:	District #4



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, September 17, 2024

REQUEST FOR BOARD ACTION: RBA-2024-373

DEPARTMENT: Administrative Services

TIME REQUESTED: 30 Minutes

PRESENTER: Chair

AGENDA ITEM:

Closed Session Re: Labor Negotiations

BOARD ACTION REQUESTED:

Hold a Closed Session per MN Statutes 13D.03 Re: Labor Negotiations.

BACKGROUND:

13D.03 CLOSED MEETINGS FOR LABOR NEGOTIATIONS STRATEGY.

Subdivision 2. **Meeting must be recorded.** (a) The proceedings of a closed meeting to discuss negotiation strategies shall be tape-recorded at the expense of the governing body. (b) The recording shall be preserved for two years after the contract is signed and shall be made available to the public after all labor contracts are signed by the governing body for the current budget period.

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION: None

RESULT:	INFORMATIONAL - NO ACTION TAKEN
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