ITASCA COUNTY
REGIONAL RAILROAD AUTHORITY

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

Tuesday, October 14, 2025 | 2:00 PM | Itasca County Boardroom

FINAL

REGULAR SESSION MINUTES

I. CALL TO ORDER

Chair Venema called the meeting to order at 2:00 PM.

Attendee Name	Title	Status	Arrived
Cory Smith	District #1	Present	2:00 PM
Terry Snyder	District #2	Present	2:00 PM
John Johnson	District #3	Present	2:00 PM
Larry Hopkins	District #4	Present	2:00 PM
Casey Venema	District #5	Present	2:00 PM

II. ADDITIONS/CORRECTIONS TO THE AGENDA

Motion To: Added additional information to Item #4.1 (Mesabi Bike Trail Repair - Co Rd 61 and approved, as amended.

RESULT:	**APPROVED (5 TO 0)**
MOVER:	Commissioner Cory Smith
SECONDER:	Commissioner Larry Hopkins
AYES:	Cory Smith, Terry Snyder, John Johnson, Larry Hopkins, Casey Venema

III. APPROVE OF MINUTES

Motion To: Approve the minutes of the Tuesday, September 9, 2025 Itasca County Regional Rail Authority meeting as delineated below.

RESULT:	**APPROVED (5 TO 0)**
MOVER:	Commissioner Cory Smith
SECONDER:	Commissioner John Johnson
AYES:	Cory Smith, Terry Snyder, John Johnson, Larry Hopkins, Casey Venema

1.

IV. DISCUSSION / INFORMATIONAL

1. Award Mesabi Trail Repar Contract to the lowest quote, Wm. J. Schwartz & Sons, Inc in the amount of $43,652.00 and authorize necessary signatures.
   Tabled

V. ADJOURN

Chair Venema adjourned the meeting at 2:18 PM.

ATTEST

Shelley Kebart
Deputy Clerk/Deputy Administrator

Casey Venema
Chair, Regional Railroad Authority

ITASCA COUNTY
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John Johnson	District #3	Present	2:00 PM
Larry Hopkins	District #4	Present	2:00 PM
Casey Venema	District #5	Present	2:00 PM

II. ADDITIONS/CORRECTIONS TO THE AGENDA

Motion To: Approve Additions/Corrections to the Agenda.

RESULT:	**APPROVED (5 TO 0)**
MOVER:	Commissioner Terry Snyder
SECONDER:	Commissioner Cory Smith
AYES:	Cory Smith, Terry Snyder, John Johnson, Larry Hopkins, Casey Venema

III. APPROVE OF MINUTES

Motion To: Approve the minutes, as delineated below.

RESULT:	**APPROVED (5 TO 0)**
MOVER:	Commissioner Cory Smith
SECONDER:	Commissioner John Johnson
AYES:	Cory Smith, Terry Snyder, John Johnson, Larry Hopkins, Casey Venema

1.

IV. DISCUSSION / INFORMATIONAL

1. Electrical and Fiber Optic Line Agreement

Motion To: Approve the Electrical and Fiber Optic Line Agreement as presented.

RESULT:	**APPROVED (5 TO 0)**
MOVER:	Commissioner John Johnson
SECONDER:	Commissioner Terry Snyder
AYES:	Cory Smith, Terry Snyder, John Johnson, Larry Hopkins, Casey Venema

V. ADJOURN

Chair Venema adjourned the meeting at 2:04 PM.

ATTEST

Shelley Kebart
Administrative Support

Casey Venema
Chair, Regional Railroad Authority

ITASCA COUNTY
REGIONAL RAILROAD AUTHORITY

Itasca County Courthouse
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(218) 327-2847

Tuesday, September 9, 2025 | 2:00 PM | Itasca County Boardroom

DRAFT

REGULAR SESSION MINUTES

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Larry Hopkins	District #4	Present	2:00 PM
Casey Venema	District #5	Present	2:00 PM

II. ADDITIONS/CORRECTIONS TO THE AGENDA

Motion To: Approve Additions/Corrections to the Agenda.

RESULT:	**APPROVED (5 TO 0)**
MOVER:	Commissioner Terry Snyder
SECONDER:	Commissioner Cory Smith
AYES:	Cory Smith, Terry Snyder, John Johnson, Larry Hopkins, Casey Venema

III. APPROVE OF MINUTES

Motion To: Approve the minutes, as delineated below.

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MOVER:	Commissioner Cory Smith
SECONDER:	Commissioner John Johnson
AYES:	Cory Smith, Terry Snyder, John Johnson, Larry Hopkins, Casey Venema

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1. Electrical and Fiber Optic Line Agreement

Motion To: Approve the Electrical and Fiber Optic Line Agreement as presented.

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MOVER:	Commissioner John Johnson
SECONDER:	Commissioner Terry Snyder
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V. ADJOURN

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ATTEST

Shelley Kebart Administrative Support	Casey Venema Chair, Regional Railroad Authority

ITASCA COUNTY
REGIONAL RAILROAD AUTHORITY

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

Tuesday, October 14, 2025

REQUEST FOR BOARD ACTION: RBA-2025-596

DEPARTMENT: Land Department **TIME REQUESTED:** < 5 Minutes
PRESENTER: Sara Thompson

AGENDA ITEM:
Mesabi Bike Trail Repair - Co Rd 61

BOARD ACTION REQUESTED:
Award Mesabi Trail Repar Contract to the lowest quote, Wm. J. Schwartz & Sons, Inc in the amount of $43,652.00 and authorize necessary signatures.

BACKGROUND:
A section of the Mesabi Trail off of County Road 61 has had significant sinking over the past few years, causing safety concerns for users of the trail. There is a large dip in the trail, cracking, and a culvert increase that needs to take place. Funding these types of maintenance needs has been a challenge, but we are in a position to be able to take care of this long overdue issue on the trail. Staff worked with the St. Louis/Lake Regional Rail authority for this project. No levy dollars are used for this project.

SUPPORTING DOCUMENTATION:
1. side view of dip
2. Mesabi Trail Repair Purchase of Services - Schwartz Service Contract
3. IMG_0170
4. IMG_0171
5. IMG_0172
6. IMG_0173
7. IMG_0174
8. Itasca County HWY 61 Trail Crossing Quote 2025
9. Mesabi Trail Repairs Bid Form

10-14-2025

RESULT: RECOMMENDED FOR DISCUSSION NEXT: 10/21/2025 2:00 PM

County of Itasca, Minnesota
Service Contract

A.1 DATES AND PARTIES

A.1.1 THIS CONTRACT, made this ___ day of _____, 20__, by and between the County of Itasca, herein called the "County," and _Wm. J. Schwartz & Sons, Inc. a corporation organized and existing under the laws of the State of Minnesota, located at 34882 Scenic Hwy 7, Bovey, MN 55709____, herein called the "Vendor."

B.1 AGREEMENT

B.1.1 NOW, THEREFORE, it is mutually agreed that, in consideration of the payments to be made to said Vendor, subject to the conditions, hereinafter set forth, the County shall purchase Mesabi Trail Repair and Culvert installation services from said Vendor, upon terms and at the agreed price(s), and the Vendor shall perform said services all in accordance with the specifications of County as set forth in the Special Conditions of this Agreement.

C.1 TERM OF CONTRACT

C.1.1 The term of this Contract is from _October 14th_ to _November 15th, 2025, inclusive. The Contract may be extended if provided for in the Special Conditions.

D.1 SPECIAL CONDITIONS

D.1.1 This Contract is subject to such special conditions as are set forth in the Special Conditions Supplement attached hereto and made a part hereof and marked Exhibit(s): __A__.

E.1 CONTRACT AMOUNT

E.1.1 This Agreement when fully completed and fulfilled on the part of said Vendor to the satisfaction of the County or its duly authorized agent, is estimated to be $_43,652.00___for the current term.

F.1 INCREASE

F.1.1 No increases to the above said Contract amount will be allowed to the Vendor during the term of this Contract unless provided for in the Special Conditions or mutual agreement of the parties.

G.1 PAYMENT

G.1.1 The County does hereby agree, to pay said Vendor as services are performed to the satisfaction of the County, or its duly authorized agent, ____n/a_____ payments of $____n/a_____ each, or as indicated in the Special Conditions. Payment terms of this Contract are Net 30.

H.1 GUARANTEE

H.1.1 The Vendor further agrees to guarantee all materials and parts supplied under this Contract against inferiority as to specifications, such guarantee to be unconditional. Failure or neglect of the County or its designated representative to require compliance with any term or condition of this Contract or the specifications shall not be deemed a waiver of such term or condition.

I.1 BOND

I.1.1 Minnesota Statute 574.26 requires the vendor to furnish a Performance Bond and a Labor & Materials Payment Bond in the full amount, for any contract over $75,000, in favor of the County, to protect the County against any breach of contract. The Surety company providing the bond(s) must be registered to do business in the State of Minnesota and be satisfactory to the County.

J.1 INSURANCE

J.1.1 The following insurance must be maintained for the duration of this Contract. A Certificate of Insurance for each policy which lists Itasca County as a certificate holder and as an additional insured must be on file with the Itasca County Risk Management Department within 10 days of execution of this Contract and prior to commencement of any work under this Contract. Each certificate must include a 30-day notice of cancellation, nonrenewal, or material change to all named and additional insureds.

J.1.2 The County reserves the right to terminate, suspend or rescind any contract not in compliance with these requirements and retains all rights thereafter to pursue any legal remedies against Contractor. All insurance policies shall be open to inspection by the County, and copies of policies shall be submitted to the County upon written request. All subcontractors shall provide evidence of similar coverage.

J.1.3 <u>General Liability Insurance</u>

J.1.3.1

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

J.1.3.2 Policy shall contractors and subcontractors, and contractual liability.

J.1.3.3 Itasca County **must be named as certificate holder and an additional insured.**

J.1.4 Automobile Liability Insurance

J.1.4.1

	Limit
Automobile Liability - Combined single limit each occurrence for bodily injury and property damage covering owned, non-owned and hired automobiles	$1,500,000

J.1.4.2 Must cover owned, nonowned and hired vehicles.

J.1.5 Workers' Compensation Per Statutory Requirements

J.1.5.1 Vendor must maintain statutory limits. Itasca County reserves the right to rescind any contract not in compliance with these requirements and retains all rights thereafter to pursue any legal remedies against bidder. If the Contractor is based outside the State of Minnesota, coverage must apply to Minnesota laws.

J.1.6 Employer's Liability

	Limit
J.1.6.1 Bodily injury by:	
Accident - Each Accident	$500,000
Disease - Policy Limit	$500,000
Disease - Each Employee	$500,000

J.1.7 Professional Liability Insurance [For Professional Services Contracts Only]

J.1.7.1 Provider shall maintain at its sole expense a valid policy of insurance covering professional liability, arising from the acts or omissions of Provider, its agent and employees in the amount of

not less than $500,000 per claim and $3,000,000 annual aggregate. (These suggested limits should be reviewed on a case by case basis)

J.1.8 Indemnification Clause

J.1.8.1 Except as may be caused by the sole negligence of the County or its employees, Contractor shall indemnify and save harmless Itasca County, its employees, and its agents from all claims, actions, demands, and judgments of any kind arising in whole or in part from any act or omission of Contractor, is subcontractors, and their agents, servants, or employees, incidental to the performance of the Contract and from all expenses in connection with such claims, actions, demands and judgments, and shall assume, without expense to the County, the defense of any such claims, actions, demands and judgments, irrespective of whether it is alleged, claimed, or proved in connection with such act or omission that negligence of the County or its representatives caused or contributed thereto.

J.1.8.2 Contractor agrees, that in order to protect itself and the County under the indemnity provisions set forth above, it will at all times during the term of this Agreement keep in force policies of insurances indicated in paragraph entitled, "INSURANCE."

J.1.8.3 This provision is not intended to create any cause of action in favor of any third party against the Contractor or the County or to enlarge in any way the Contractor's liability, but it is intended solely to provide for indemnification of the County from liability for damages or injuries to third persons or property arising from the Contractor's or the Contractor's agents' performance hereunder.

The above establishes minimum insurance requirements. It is the sole responsibility of Vendor to determine the need for and to procure additional coverage that may be needed in connection with this Agreement.

Vendor further agrees the minimum requirements set forth above shall at all times be in an amount at least equal to the maximum liability of the County under Minn. Stat. 466.04 now or as said statute is hereafter amended or as otherwise required by law, statute or rule.

K.1 UNAVOIDABLE CIRCUMSTANCES

K.1.1 The Vendor shall not be held responsible for damages caused by delay or failure to perform hereunder, when such delay or failure is due to Fires, Strikes, Acts of God, Legal acts of the public authorities, or delays or defaults caused by public carriers, or acts or demands of the Government in time of war or national emergency.

L.1 RIGHT TO TERMINATE

L.1.1 County reserves the right to terminate this Contract immediately, at any time during the contract period for failure of Vendor to perform as specified in the Special Conditions, or to the reasonable satisfaction of County, upon notification to Vendor.

M.1 ASSIGNMENT

M.1.1 Vendor shall not enter into any subcontract for performance of any services contemplated under this Contract, nor assign any part of this Contract, without the prior written approval of the County and subject to such conditions and provisions as the County may deem necessary. The Vendor shall be responsible for the performance of all subcontractors.

N.1 INDEMNIFICATION

N.1.1 Vendor shall indemnify, hold harmless and defend the County, its officers and employees against any and all liability, loss, costs, damages, expenses, claims or actions, including attorney's fees which the County, its officers or employees may hereafter sustain, incur or be required to pay, arising out of or by reason of any act or omission of Vendor, its agents, servants or employees, in the execution, performance, or failure to adequately perform Vendor's obligations pursuant to this Contract.

O.1 COMPLIANCE WITH LAWS

O.1.1 Vendor shall abide by all Federal, State and local laws, statutes, ordinances, rules and regulations now in effect or hereinafter adopted pertaining to this Contract or to the facilities, programs and staff for which Vendor is responsible.

P.1 RECORDS AUDITING AND RETENTION

P.1.1 Vendor's books, records, documents, papers, accounting procedures and practices, and other evidences relevant to this Contract are subject to the examination, duplication, transcription and audit by the County and either the legislative or State Auditor, pursuant to Minn. Stat. § 16C.05, subd. 5.

Such evidences are also subject to review by the Comptroller General of the United States, or a duly authorized representative, if federal funds are used for any work under this Contract. Vendor agrees to maintain such evidences for a period of six (6) years from the date services or payment were last provided or made or longer if any audit in progress required a longer retention period.

Q.1 WAIVER

Q.1.1 Any waiver by either party of any provision of this Contract shall not imply a subsequent waiver of that or any other provision.

R.1 MODIFICATIONS/AMENDMENT

R.1.1 Any alterations, variations, modifications, amendments or waivers of the provisions of this Contract shall only be valid when they have been reduced to writing and signed by authorized representative of the County and Vendor.

S.1 SEVERABILITY

S.1.1 The provision of this Contract shall be deemed severable. If any part of this Contract is rendered void, invalid, or unenforceable, such rendering shall not affect the validity and enforceability of the remainder of this Contract unless the part or parts which are void, invalid or otherwise unenforceable shall substantially impair the value of the entire Contract with respect to either party.

T.1 COUNTY AUTHORIZED AGENT AND PROJECT MANAGER

T.1.1 COUNTY'S Authorized Agent, or his/her successor, will be:

Name: Kory Cease
Title: Itasca County Land Commissioner
Address: 1177 LaPrarie Ave.
Grand Rapids, MN 55744
Phone: 218-327-2855
Fax: 218-327-4160
Email: kory.cease@co.itasca.mn.us

T.1.2 COUNTY'S Authorized Agent will have final authority to accept or reject VENDOR'S services, goods, and/or change orders. If such services, goods, and/or change orders are acceptable and satisfactory, COUNTY'S Authorized Agent will certify each invoice submitted by VENDOR.

T.1.3. COUNTY'S Project Manager, or his/her successor, for this Agreement will be:

Name:	Sara Thompson
Title:	Forest Recreation Specialist
Address:	1177 LaPrairie Ave.
	Grand Rapids, MN 55744
Phone:	218-327-7393
Cell:	218-398-5471
Fax:	218-327-4160
Email:	sara.thompson@co.itasca.mn.us

T.1.4. COUNTY'S Project Manager will sign progress reports, review billing statements, make recommendations to the COUNTY'S Authorized Agent for acceptance or rejection of VENDOR'S goods or services and make recommendations to the COUNTY'S Authorized Agent for certifications for payment of each invoice submitted by VENDOR.

U.1 FINAL AGREEMENT

U.1.1 This Contract is the final expression of the agreement of the parties and the complete and exclusive statement of the terms agreed upon, and shall supersede all prior negotiations, understandings, or agreements. There are no representations, warranties, or stipulations, either oral or written, not herein contained.

V.1 EXECUTION

U.1.1 IN WITNESS WHEREOF, the County has caused this Contract to be signed by its duly authorized officers and the Vendor has hereunto set its hand.

Dated this _____ day of _____, _____.

Wm. J. Schwartz & Sons, Inc.

By: _____
Its _____

COUNTY OF ITASCA, MINNESOTA

By: _____
Its_____

Exhibit A

Wm. J. Schwartz & Sons, Inc.

Job Quote

dba Schwartz Excavating
34882 Scenic Hwy
Bovey, MN 55709
PHONE (218) 326-4321 FAX (218) 327-1698

October 3, 2025

Owner: **Itasca County Land Dept – Sara Thompson** Address: 1177 LaPrairie Ave, Grand Rapids, MN 55744 Job Site: **61 Bike Trail** Phone: 218-327-7393 Fax: 218-327-4160 Email: **sara.thompson@co.itasca.mn.us**	JOB DESCRIPTION: Repair trail & install culvert on 61 Bike Trail

Includes all machine time, labor, materials, & aggregate to successfully complete the following:

Repair trail and install culvert	Project Total	$ 41,286.00
Add Class #5		2,366.00
		$ 43,652.00

Based off of the following quantities:

- 775 cu. yds. common borrow
- 360 sq. yds. geo fabric
- 20 cu. yds. shouldering
- 30 ton bituminous - if extra is needed, placed at $ 145.00 / ton
- 27 ft. of 24” cmp
- 2 – aprons
- Turf Est.
- 6.6 cu. ft. concrete
- 8 sq. ft. of T. Dome

Also Class #5 would be good to set bituminous on.

- 8” of Class #5 = 91 cu. yds. x $ 26.00 / cu. yd. $ 2,366.00

Thank you for the opportunity to provide you with this estimate. If you have any Questions, please feel free to give us a call. We assure you that the work will be done to the best of our ability.

This is an estimate only, not a contract. This estimate is for completing the job described above, based on our evaluation. It does not include unforeseen price increases or additional labor and materials which may be required should problems arise.

Payment Requirements: Determined upon acceptance of proposal.

Prepared by_____ Gabe Sweeney

TNT CONSTRUCTION GROUP LLC

Grand Rapids, MN (218) 326 • 4184

PROPOSAL

Date: 10/13/2025
To: Itasca County Land Department
Attn: Sara Thompson
Project: Trail Crossing Hwy 61
Location: Coleraine, MN

Item	Description	Total
1	Mobilization, Fill Placement, Class 5 Base, Asphalt Paving,	$53,750.00
	Shouldering, 18" CMP and Aprons, Turf Establishment	
	TOTAL LUMP SUM PRICE	$53,750.00

Notes:
See Next Sheet

Includes:
See Above.

Excludes:
See Next Sheet

Thank you for the opportunity to quote.
Sincerely,

Dominic Ellison 10/13/2025

Dominic Ellison Date
Project Manager/Estimator
dominic@tnt-cg.com
Cell 218-244-4166

Acceptance Date

** UNION CONTRACTOR

TNT CONSTRUCTION GROUP LLC

Grand Rapids, MN (218) 326 • 4184

Exclusions/Clarifications:

1. No bond is included. If required, please add 2%.
2. No soils or compaction testing is included.
3. Survey and grade control by Itasca County.

** UNION CONTRACTOR

Sinnott Contracting, LLC

327 2nd St.
Proctor, MN 55810

Phone: (218) 626-1822
Fax: (218) 740-3465

To:	Itasca County	**Contact:**	Gary Crotteau
Address:	La Prairie	**Phone:**	218-410-9702
		Fax:	
Project Name:	Mesabi Trail Repairs	**Bid Number:**	
Project Location:	County Hwy 61, Bovey, MN	**Bid Date:**	10/6/2025

Thank you for the opportunity to quote on your project.

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
Trail Dip And Culvert					
1	Mobilization	1.00	LS	$4,500.00	$4,500.00
2	Excavation And Backfill	1,385.00	TON	$51.00	$70,635.00
3	24" CPP Culvert W/ Aprons	1.00	LS	$7,200.00	$7,200.00
4	2.5" MN Spec Bituminous Pavement	32.00	TON	$275.00	$8,800.00
			Total Price for above Trail Dip And Culvert Items:		**$91,135.00**
Trail Repair 2 Areas					
1	Remove Existing Blacktop, Furnish/Install 2.5" MN Spec Bituminous Pavement	5,090.00	SF	$8.00	$40,720.00
			Total Price for above Trail Repair 2 Areas Items:		**$40,720.00**

Notes:

- Bituminous quote does not include traffic control, testing, bond fee, saw-cutting, removals, back-fills, aggregate base, grading or compacting of aggregate base, or any prep or incidental work.
- Pricing is based off 2025 labor, equipment, and material costs, work done in 2026 is subject to price increases.
- Densities waived after Oct. 15th
- Bituminous based on purchase from Hawkinson, if plant shuts down that portion of estimate would carry into 2026.

Payment Terms:

All overruns to be paid at the unit price above.
Sinnott Contracting, LLC. proposal shall become an integral document to any subcontract agreement.

This quote is effective for 2025 Season only if signed and returned to our office within fifteen days after Quote Date.

ACCEPTED:

The above prices, specifications and conditions are satisfactory and are hereby accepted.

Buyer: _____

Signature: _____

Date of Acceptance: _____

CONFIRMED:

Sinnott Contracting, LLC

Authorized Signature: _____

Estimator: Jon Mercier
JonM@sinnottblacktop.com

ITASCA COUNTY
REGIONAL RAILROAD AUTHORITY

Itasca County Courthouse
123 NE 4th Street
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Tuesday, September 9, 2025 | 2:00 PM | Itasca County Boardroom

DRAFT

REGULAR SESSION MINUTES

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MOVER:	Commissioner Terry Snyder
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Motion To: Approve the minutes, as delineated below.

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IV. DISCUSSION / INFORMATIONAL

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V. ADJOURN

Chair Venema adjourned the meeting at 2:04 PM.

ATTEST

Shelley Kebart Administrative Support	Casey Venema Chair, Regional Railroad Authority

ITASCA COUNTY
REGIONAL RAILROAD AUTHORITY

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

Tuesday, October 14, 2025

REQUEST FOR BOARD ACTION: RBA-2025-596

DEPARTMENT: Land Department **TIME REQUESTED:** < 5 Minutes
PRESENTER: Sara Thompson

AGENDA ITEM:
Mesabi Bike Trail Repair - Co Rd 61

BOARD ACTION REQUESTED:
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9. Mesabi Trail Repairs Bid Form

10-14-2025

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County of Itasca, Minnesota
Service Contract

A.1 DATES AND PARTIES

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H.1.1 The Vendor further agrees to guarantee all materials and parts supplied under this Contract against inferiority as to specifications, such guarantee to be unconditional. Failure or neglect of the County or its designated representative to require compliance with any term or condition of this Contract or the specifications shall not be deemed a waiver of such term or condition.

I.1 BOND

I.1.1 Minnesota Statute 574.26 requires the vendor to furnish a Performance Bond and a Labor & Materials Payment Bond in the full amount, for any contract over $75,000, in favor of the County, to protect the County against any breach of contract. The Surety company providing the bond(s) must be registered to do business in the State of Minnesota and be satisfactory to the County.

J.1 INSURANCE

J.1.1 The following insurance must be maintained for the duration of this Contract. A Certificate of Insurance for each policy which lists Itasca County as a certificate holder and as an additional insured must be on file with the Itasca County Risk Management Department within 10 days of execution of this Contract and prior to commencement of any work under this Contract. Each certificate must include a 30-day notice of cancellation, nonrenewal, or material change to all named and additional insureds.

J.1.2 The County reserves the right to terminate, suspend or rescind any contract not in compliance with these requirements and retains all rights thereafter to pursue any legal remedies against Contractor. All insurance policies shall be open to inspection by the County, and copies of policies shall be submitted to the County upon written request. All subcontractors shall provide evidence of similar coverage.

J.1.3 <u>General Liability Insurance</u>

J.1.3.1

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

J.1.3.2 Policy shall contractors and subcontractors, and contractual liability.

J.1.3.3 Itasca County **must be named as certificate holder and an additional insured.**

J.1.4 Automobile Liability Insurance

J.1.4.1

	Limit
Automobile Liability - Combined single limit each occurrence for bodily injury and property damage covering owned, non-owned and hired automobiles	$1,500,000

J.1.4.2 Must cover owned, nonowned and hired vehicles.

J.1.5 Workers' Compensation Per Statutory Requirements

J.1.5.1 Vendor must maintain statutory limits. Itasca County reserves the right to rescind any contract not in compliance with these requirements and retains all rights thereafter to pursue any legal remedies against bidder. If the Contractor is based outside the State of Minnesota, coverage must apply to Minnesota laws.

J.1.6 Employer's Liability

	Limit
J.1.6.1 Bodily injury by:	
Accident - Each Accident	$500,000
Disease - Policy Limit	$500,000
Disease - Each Employee	$500,000

J.1.7 Professional Liability Insurance [For Professional Services Contracts Only]

J.1.7.1 Provider shall maintain at its sole expense a valid policy of insurance covering professional liability, arising from the acts or omissions of Provider, its agent and employees in the amount of

not less than $500,000 per claim and $3,000,000 annual aggregate. (These suggested limits should be reviewed on a case by case basis)

J.1.8 Indemnification Clause

J.1.8.1 Except as may be caused by the sole negligence of the County or its employees, Contractor shall indemnify and save harmless Itasca County, its employees, and its agents from all claims, actions, demands, and judgments of any kind arising in whole or in part from any act or omission of Contractor, is subcontractors, and their agents, servants, or employees, incidental to the performance of the Contract and from all expenses in connection with such claims, actions, demands and judgments, and shall assume, without expense to the County, the defense of any such claims, actions, demands and judgments, irrespective of whether it is alleged, claimed, or proved in connection with such act or omission that negligence of the County or its representatives caused or contributed thereto.

J.1.8.2 Contractor agrees, that in order to protect itself and the County under the indemnity provisions set forth above, it will at all times during the term of this Agreement keep in force policies of insurances indicated in paragraph entitled, "INSURANCE."

J.1.8.3 This provision is not intended to create any cause of action in favor of any third party against the Contractor or the County or to enlarge in any way the Contractor's liability, but it is intended solely to provide for indemnification of the County from liability for damages or injuries to third persons or property arising from the Contractor's or the Contractor's agents' performance hereunder.

The above establishes minimum insurance requirements. It is the sole responsibility of Vendor to determine the need for and to procure additional coverage that may be needed in connection with this Agreement.

Vendor further agrees the minimum requirements set forth above shall at all times be in an amount at least equal to the maximum liability of the County under Minn. Stat. 466.04 now or as said statute is hereafter amended or as otherwise required by law, statute or rule.

K.1 UNAVOIDABLE CIRCUMSTANCES

K.1.1 The Vendor shall not be held responsible for damages caused by delay or failure to perform hereunder, when such delay or failure is due to Fires, Strikes, Acts of God, Legal acts of the public authorities, or delays or defaults caused by public carriers, or acts or demands of the Government in time of war or national emergency.

L.1 RIGHT TO TERMINATE

L.1.1 County reserves the right to terminate this Contract immediately, at any time during the contract period for failure of Vendor to perform as specified in the Special Conditions, or to the reasonable satisfaction of County, upon notification to Vendor.

M.1 ASSIGNMENT

M.1.1 Vendor shall not enter into any subcontract for performance of any services contemplated under this Contract, nor assign any part of this Contract, without the prior written approval of the County and subject to such conditions and provisions as the County may deem necessary. The Vendor shall be responsible for the performance of all subcontractors.

N.1 INDEMNIFICATION

N.1.1 Vendor shall indemnify, hold harmless and defend the County, its officers and employees against any and all liability, loss, costs, damages, expenses, claims or actions, including attorney's fees which the County, its officers or employees may hereafter sustain, incur or be required to pay, arising out of or by reason of any act or omission of Vendor, its agents, servants or employees, in the execution, performance, or failure to adequately perform Vendor's obligations pursuant to this Contract.

O.1 COMPLIANCE WITH LAWS

O.1.1 Vendor shall abide by all Federal, State and local laws, statutes, ordinances, rules and regulations now in effect or hereinafter adopted pertaining to this Contract or to the facilities, programs and staff for which Vendor is responsible.

P.1 RECORDS AUDITING AND RETENTION

P.1.1 Vendor's books, records, documents, papers, accounting procedures and practices, and other evidences relevant to this Contract are subject to the examination, duplication, transcription and audit by the County and either the legislative or State Auditor, pursuant to Minn. Stat. § 16C.05, subd. 5.

Such evidences are also subject to review by the Comptroller General of the United States, or a duly authorized representative, if federal funds are used for any work under this Contract. Vendor agrees to maintain such evidences for a period of six (6) years from the date services or payment were last provided or made or longer if any audit in progress required a longer retention period.

Q.1 WAIVER

Q.1.1 Any waiver by either party of any provision of this Contract shall not imply a subsequent waiver of that or any other provision.

R.1 MODIFICATIONS/AMENDMENT

R.1.1 Any alterations, variations, modifications, amendments or waivers of the provisions of this Contract shall only be valid when they have been reduced to writing and signed by authorized representative of the County and Vendor.

S.1 SEVERABILITY

S.1.1 The provision of this Contract shall be deemed severable. If any part of this Contract is rendered void, invalid, or unenforceable, such rendering shall not affect the validity and enforceability of the remainder of this Contract unless the part or parts which are void, invalid or otherwise unenforceable shall substantially impair the value of the entire Contract with respect to either party.

T.1 COUNTY AUTHORIZED AGENT AND PROJECT MANAGER

T.1.1 COUNTY'S Authorized Agent, or his/her successor, will be:

Name: Kory Cease
Title: Itasca County Land Commissioner
Address: 1177 LaPrarie Ave.
Grand Rapids, MN 55744
Phone: 218-327-2855
Fax: 218-327-4160
Email: kory.cease@co.itasca.mn.us

T.1.2 COUNTY'S Authorized Agent will have final authority to accept or reject VENDOR'S services, goods, and/or change orders. If such services, goods, and/or change orders are acceptable and satisfactory, COUNTY'S Authorized Agent will certify each invoice submitted by VENDOR.

T.1.3. COUNTY'S Project Manager, or his/her successor, for this Agreement will be:

Name:	Sara Thompson
Title:	Forest Recreation Specialist
Address:	1177 LaPrairie Ave.
	Grand Rapids, MN 55744
Phone:	218-327-7393
Cell:	218-398-5471
Fax:	218-327-4160
Email:	sara.thompson@co.itasca.mn.us

T.1.4. COUNTY'S Project Manager will sign progress reports, review billing statements, make recommendations to the COUNTY'S Authorized Agent for acceptance or rejection of VENDOR'S goods or services and make recommendations to the COUNTY'S Authorized Agent for certifications for payment of each invoice submitted by VENDOR.

U.1 FINAL AGREEMENT

U.1.1 This Contract is the final expression of the agreement of the parties and the complete and exclusive statement of the terms agreed upon, and shall supersede all prior negotiations, understandings, or agreements. There are no representations, warranties, or stipulations, either oral or written, not herein contained.

V.1 EXECUTION

U.1.1 IN WITNESS WHEREOF, the County has caused this Contract to be signed by its duly authorized officers and the Vendor has hereunto set its hand.

Dated this _____ day of _____, _____.

Wm. J. Schwartz & Sons, Inc.

By: _____
Its _____

COUNTY OF ITASCA, MINNESOTA

By: _____
Its_____

Exhibit A

Wm. J. Schwartz & Sons, Inc.

Job Quote

dba Schwartz Excavating
34882 Scenic Hwy
Bovey, MN 55709
PHONE (218) 326-4321 FAX (218) 327-1698

October 3, 2025

Owner: **Itasca County Land Dept – Sara Thompson** Address: 1177 LaPrairie Ave, Grand Rapids, MN 55744 Job Site: **61 Bike Trail** Phone: 218-327-7393 Fax: 218-327-4160 Email: **sara.thompson@co.itasca.mn.us**	JOB DESCRIPTION: Repair trail & install culvert on 61 Bike Trail

Includes all machine time, labor, materials, & aggregate to successfully complete the following:

Repair trail and install culvert	Project Total	$ 41,286.00
Add Class #5		2,366.00
		$ 43,652.00

Based off of the following quantities:

- 775 cu. yds. common borrow
- 360 sq. yds. geo fabric
- 20 cu. yds. shouldering
- 30 ton bituminous - if extra is needed, placed at $ 145.00 / ton
- 27 ft. of 24” cmp
- 2 – aprons
- Turf Est.
- 6.6 cu. ft. concrete
- 8 sq. ft. of T. Dome

Also Class #5 would be good to set bituminous on.

- 8” of Class #5 = 91 cu. yds. x $ 26.00 / cu. yd. $ 2,366.00

Thank you for the opportunity to provide you with this estimate. If you have any Questions, please feel free to give us a call. We assure you that the work will be done to the best of our ability.

This is an estimate only, not a contract. This estimate is for completing the job described above, based on our evaluation. It does not include unforeseen price increases or additional labor and materials which may be required should problems arise.

Payment Requirements: Determined upon acceptance of proposal.

Prepared by_____ Gabe Sweeney

TNT CONSTRUCTION GROUP LLC

Grand Rapids, MN (218) 326 • 4184

PROPOSAL

Date: 10/13/2025
To: Itasca County Land Department
Attn: Sara Thompson
Project: Trail Crossing Hwy 61
Location: Coleraine, MN

Item	Description	Total
1	Mobilization, Fill Placement, Class 5 Base, Asphalt Paving,	$53,750.00
	Shouldering, 18" CMP and Aprons, Turf Establishment	
	TOTAL LUMP SUM PRICE	$53,750.00

Notes:
See Next Sheet

Includes:
See Above.

Excludes:
See Next Sheet

Thank you for the opportunity to quote.
Sincerely,

Dominic Ellison 10/13/2025

Dominic Ellison Date
Project Manager/Estimator
dominic@tnt-cg.com
Cell 218-244-4166

Acceptance Date

** UNION CONTRACTOR

TNT CONSTRUCTION GROUP LLC

Grand Rapids, MN (218) 326 • 4184

Exclusions/Clarifications:

1. No bond is included. If required, please add 2%.
2. No soils or compaction testing is included.
3. Survey and grade control by Itasca County.

** UNION CONTRACTOR

Sinnott Contracting, LLC

327 2nd St.
Proctor, MN 55810

Phone: (218) 626-1822
Fax: (218) 740-3465

To:	Itasca County	**Contact:**	Gary Crotteau
Address:	La Prairie	**Phone:**	218-410-9702
		Fax:	
Project Name:	Mesabi Trail Repairs	**Bid Number:**	
Project Location:	County Hwy 61, Bovey, MN	**Bid Date:**	10/6/2025

Thank you for the opportunity to quote on your project.

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
Trail Dip And Culvert					
1	Mobilization	1.00	LS	$4,500.00	$4,500.00
2	Excavation And Backfill	1,385.00	TON	$51.00	$70,635.00
3	24" CPP Culvert W/ Aprons	1.00	LS	$7,200.00	$7,200.00
4	2.5" MN Spec Bituminous Pavement	32.00	TON	$275.00	$8,800.00
			Total Price for above Trail Dip And Culvert Items:		**$91,135.00**
Trail Repair 2 Areas					
1	Remove Existing Blacktop, Furnish/Install 2.5" MN Spec Bituminous Pavement	5,090.00	SF	$8.00	$40,720.00
			Total Price for above Trail Repair 2 Areas Items:		**$40,720.00**

Notes:

- Bituminous quote does not include traffic control, testing, bond fee, saw-cutting, removals, back-fills, aggregate base, grading or compacting of aggregate base, or any prep or incidental work.
- Pricing is based off 2025 labor, equipment, and material costs, work done in 2026 is subject to price increases.
- Densities waived after Oct. 15th
- Bituminous based on purchase from Hawkinson, if plant shuts down that portion of estimate would carry into 2026.

Payment Terms:

All overruns to be paid at the unit price above.
Sinnott Contracting, LLC. proposal shall become an integral document to any subcontract agreement.

This quote is effective for 2025 Season only if signed and returned to our office within fifteen days after Quote Date.

ACCEPTED:

The above prices, specifications and conditions are satisfactory and are hereby accepted.

Buyer: _____

Signature: _____

Date of Acceptance: _____

CONFIRMED:

Sinnott Contracting, LLC

Authorized Signature: _____

Estimator: Jon Mercier
JonM@sinnottblacktop.com

ITASCA COUNTY
REGIONAL RAILROAD AUTHORITY

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

Tuesday, September 9, 2025 | 2:00 PM | Itasca County Boardroom

DRAFT

REGULAR SESSION MINUTES

I. CALL TO ORDER

Chair Venema called the meeting to order at 2:00 PM.

Attendee Name	Title	Status	Arrived
Cory Smith	District #1	Present	2:00 PM
Terry Snyder	District #2	Present	2:00 PM
John Johnson	District #3	Present	2:00 PM
Larry Hopkins	District #4	Present	2:00 PM
Casey Venema	District #5	Present	2:00 PM

II. ADDITIONS/CORRECTIONS TO THE AGENDA

Motion To: Approve Additions/Corrections to the Agenda.

RESULT:	**APPROVED (5 TO 0)**
MOVER:	Commissioner Terry Snyder
SECONDER:	Commissioner Cory Smith
AYES:	Cory Smith, Terry Snyder, John Johnson, Larry Hopkins, Casey Venema

III. APPROVE OF MINUTES

Motion To: Approve the minutes, as delineated below.

RESULT:	**APPROVED (5 TO 0)**
MOVER:	Commissioner Cory Smith
SECONDER:	Commissioner John Johnson
AYES:	Cory Smith, Terry Snyder, John Johnson, Larry Hopkins, Casey Venema

1.

IV. DISCUSSION / INFORMATIONAL

1. Electrical and Fiber Optic Line Agreement

Motion To: Approve the Electrical and Fiber Optic Line Agreement as presented.

RESULT:	**APPROVED (5 TO 0)**
MOVER:	Commissioner John Johnson
SECONDER:	Commissioner Terry Snyder
AYES:	Cory Smith, Terry Snyder, John Johnson, Larry Hopkins, Casey Venema

V. ADJOURN

Chair Venema adjourned the meeting at 2:04 PM.

ATTEST

Shelley Kebart Administrative Support	Casey Venema Chair, Regional Railroad Authority

ITASCA COUNTY
REGIONAL RAILROAD AUTHORITY

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

Tuesday, October 14, 2025

REQUEST FOR BOARD ACTION: RBA-2025-596

DEPARTMENT: Land Department **TIME REQUESTED:** < 5 Minutes
PRESENTER: Sara Thompson

AGENDA ITEM:
Mesabi Bike Trail Repair - Co Rd 61

BOARD ACTION REQUESTED:
Award Mesabi Trail Repar Contract to the lowest quote, Wm. J. Schwartz & Sons, Inc in the amount of $43,652.00 and authorize necessary signatures.

BACKGROUND:
A section of the Mesabi Trail off of County Road 61 has had significant sinking over the past few years, causing safety concerns for users of the trail. There is a large dip in the trail, cracking, and a culvert increase that needs to take place. Funding these types of maintenance needs has been a challenge, but we are in a position to be able to take care of this long overdue issue on the trail. Staff worked with the St. Louis/Lake Regional Rail authority for this project. No levy dollars are used for this project.

SUPPORTING DOCUMENTATION:
1. side view of dip
2. Mesabi Trail Repair Purchase of Services - Schwartz Service Contract
3. IMG_0170
4. IMG_0171
5. IMG_0172
6. IMG_0173
7. IMG_0174
8. Itasca County HWY 61 Trail Crossing Quote 2025
9. Mesabi Trail Repairs Bid Form

10-14-2025

RESULT: RECOMMENDED FOR DISCUSSION NEXT: 10/21/2025 2:00 PM

County of Itasca, Minnesota
Service Contract

A.1 DATES AND PARTIES

A.1.1 THIS CONTRACT, made this ___ day of _____, 20__, by and between the County of Itasca, herein called the "County," and _Wm. J. Schwartz & Sons, Inc. a corporation organized and existing under the laws of the State of Minnesota, located at 34882 Scenic Hwy 7, Bovey, MN 55709____, herein called the "Vendor."

B.1 AGREEMENT

B.1.1 NOW, THEREFORE, it is mutually agreed that, in consideration of the payments to be made to said Vendor, subject to the conditions, hereinafter set forth, the County shall purchase Mesabi Trail Repair and Culvert installation services from said Vendor, upon terms and at the agreed price(s), and the Vendor shall perform said services all in accordance with the specifications of County as set forth in the Special Conditions of this Agreement.

C.1 TERM OF CONTRACT

C.1.1 The term of this Contract is from _October 14th_ to _November 15th, 2025, inclusive. The Contract may be extended if provided for in the Special Conditions.

D.1 SPECIAL CONDITIONS

D.1.1 This Contract is subject to such special conditions as are set forth in the Special Conditions Supplement attached hereto and made a part hereof and marked Exhibit(s): __A__.

E.1 CONTRACT AMOUNT

E.1.1 This Agreement when fully completed and fulfilled on the part of said Vendor to the satisfaction of the County or its duly authorized agent, is estimated to be $_43,652.00___for the current term.

F.1 INCREASE

F.1.1 No increases to the above said Contract amount will be allowed to the Vendor during the term of this Contract unless provided for in the Special Conditions or mutual agreement of the parties.

G.1 PAYMENT

G.1.1 The County does hereby agree, to pay said Vendor as services are performed to the satisfaction of the County, or its duly authorized agent, ____n/a_____ payments of $____n/a_____ each, or as indicated in the Special Conditions. Payment terms of this Contract are Net 30.

H.1 GUARANTEE

H.1.1 The Vendor further agrees to guarantee all materials and parts supplied under this Contract against inferiority as to specifications, such guarantee to be unconditional. Failure or neglect of the County or its designated representative to require compliance with any term or condition of this Contract or the specifications shall not be deemed a waiver of such term or condition.

I.1 BOND

I.1.1 Minnesota Statute 574.26 requires the vendor to furnish a Performance Bond and a Labor & Materials Payment Bond in the full amount, for any contract over $75,000, in favor of the County, to protect the County against any breach of contract. The Surety company providing the bond(s) must be registered to do business in the State of Minnesota and be satisfactory to the County.

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J.1.2 The County reserves the right to terminate, suspend or rescind any contract not in compliance with these requirements and retains all rights thereafter to pursue any legal remedies against Contractor. All insurance policies shall be open to inspection by the County, and copies of policies shall be submitted to the County upon written request. All subcontractors shall provide evidence of similar coverage.

J.1.3 <u>General Liability Insurance</u>

J.1.3.1

	Limit
General Aggregate	$3,000,000
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Each Occurrence:	
Combined Bodily Injury and Property Damage	$1,500,000

J.1.3.2 Policy shall contractors and subcontractors, and contractual liability.

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Automobile Liability - Combined single limit each occurrence for bodily injury and property damage covering owned, non-owned and hired automobiles	$1,500,000

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	Limit
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Accident - Each Accident	$500,000
Disease - Policy Limit	$500,000
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J.1.7 Professional Liability Insurance [For Professional Services Contracts Only]

J.1.7.1 Provider shall maintain at its sole expense a valid policy of insurance covering professional liability, arising from the acts or omissions of Provider, its agent and employees in the amount of

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U.1.1 IN WITNESS WHEREOF, the County has caused this Contract to be signed by its duly authorized officers and the Vendor has hereunto set its hand.

Dated this _____ day of _____, _____.

Wm. J. Schwartz & Sons, Inc.

By: _____
Its _____

COUNTY OF ITASCA, MINNESOTA

By: _____
Its_____

Exhibit A

Wm. J. Schwartz & Sons, Inc.

Job Quote

dba Schwartz Excavating
34882 Scenic Hwy
Bovey, MN 55709
PHONE (218) 326-4321 FAX (218) 327-1698

October 3, 2025

Owner: **Itasca County Land Dept – Sara Thompson** Address: 1177 LaPrairie Ave, Grand Rapids, MN 55744 Job Site: **61 Bike Trail** Phone: 218-327-7393 Fax: 218-327-4160 Email: **sara.thompson@co.itasca.mn.us**	JOB DESCRIPTION: Repair trail & install culvert on 61 Bike Trail

Includes all machine time, labor, materials, & aggregate to successfully complete the following:

Repair trail and install culvert	Project Total	$ 41,286.00
Add Class #5		2,366.00
		$ 43,652.00

Based off of the following quantities:

- 775 cu. yds. common borrow
- 360 sq. yds. geo fabric
- 20 cu. yds. shouldering
- 30 ton bituminous - if extra is needed, placed at $ 145.00 / ton
- 27 ft. of 24” cmp
- 2 – aprons
- Turf Est.
- 6.6 cu. ft. concrete
- 8 sq. ft. of T. Dome

Also Class #5 would be good to set bituminous on.

- 8” of Class #5 = 91 cu. yds. x $ 26.00 / cu. yd. $ 2,366.00

Thank you for the opportunity to provide you with this estimate. If you have any Questions, please feel free to give us a call. We assure you that the work will be done to the best of our ability.

This is an estimate only, not a contract. This estimate is for completing the job described above, based on our evaluation. It does not include unforeseen price increases or additional labor and materials which may be required should problems arise.

Payment Requirements: Determined upon acceptance of proposal.

Prepared by_____ Gabe Sweeney

TNT CONSTRUCTION GROUP LLC

Grand Rapids, MN (218) 326 • 4184

PROPOSAL

Date: 10/13/2025
To: Itasca County Land Department
Attn: Sara Thompson
Project: Trail Crossing Hwy 61
Location: Coleraine, MN

Item	Description	Total
1	Mobilization, Fill Placement, Class 5 Base, Asphalt Paving,	$53,750.00
	Shouldering, 18" CMP and Aprons, Turf Establishment	
	TOTAL LUMP SUM PRICE	$53,750.00

Notes:
See Next Sheet

Includes:
See Above.

Excludes:
See Next Sheet

Thank you for the opportunity to quote.
Sincerely,

Dominic Ellison 10/13/2025

Dominic Ellison Date
Project Manager/Estimator
dominic@tnt-cg.com
Cell 218-244-4166

Acceptance Date

** UNION CONTRACTOR

TNT CONSTRUCTION GROUP LLC

Grand Rapids, MN (218) 326 • 4184

Exclusions/Clarifications:

1. No bond is included. If required, please add 2%.
2. No soils or compaction testing is included.
3. Survey and grade control by Itasca County.

** UNION CONTRACTOR

Sinnott Contracting, LLC

327 2nd St.
Proctor, MN 55810

Phone: (218) 626-1822
Fax: (218) 740-3465

To:	Itasca County	**Contact:**	Gary Crotteau
Address:	La Prairie	**Phone:**	218-410-9702
		Fax:	
Project Name:	Mesabi Trail Repairs	**Bid Number:**	
Project Location:	County Hwy 61, Bovey, MN	**Bid Date:**	10/6/2025

Thank you for the opportunity to quote on your project.

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
Trail Dip And Culvert					
1	Mobilization	1.00	LS	$4,500.00	$4,500.00
2	Excavation And Backfill	1,385.00	TON	$51.00	$70,635.00
3	24" CPP Culvert W/ Aprons	1.00	LS	$7,200.00	$7,200.00
4	2.5" MN Spec Bituminous Pavement	32.00	TON	$275.00	$8,800.00
			Total Price for above Trail Dip And Culvert Items:		**$91,135.00**
Trail Repair 2 Areas					
1	Remove Existing Blacktop, Furnish/Install 2.5" MN Spec Bituminous Pavement	5,090.00	SF	$8.00	$40,720.00
			Total Price for above Trail Repair 2 Areas Items:		**$40,720.00**

Notes:

- Bituminous quote does not include traffic control, testing, bond fee, saw-cutting, removals, back-fills, aggregate base, grading or compacting of aggregate base, or any prep or incidental work.
- Pricing is based off 2025 labor, equipment, and material costs, work done in 2026 is subject to price increases.
- Densities waived after Oct. 15th
- Bituminous based on purchase from Hawkinson, if plant shuts down that portion of estimate would carry into 2026.

Payment Terms:

All overruns to be paid at the unit price above.
Sinnott Contracting, LLC. proposal shall become an integral document to any subcontract agreement.

This quote is effective for 2025 Season only if signed and returned to our office within fifteen days after Quote Date.

ACCEPTED:

The above prices, specifications and conditions are satisfactory and are hereby accepted.

Buyer: _____

Signature: _____

Date of Acceptance: _____

CONFIRMED:

Sinnott Contracting, LLC

Authorized Signature: _____

Estimator: Jon Mercier
JonM@sinnottblacktop.com

ITASCA COUNTY
REGIONAL RAILROAD AUTHORITY

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

Tuesday, September 9, 2025 | 2:00 PM | Itasca County Boardroom

DRAFT

REGULAR SESSION MINUTES

I. CALL TO ORDER

Chair Venema called the meeting to order at 2:00 PM.

Attendee Name	Title	Status	Arrived
Cory Smith	District #1	Present	2:00 PM
Terry Snyder	District #2	Present	2:00 PM
John Johnson	District #3	Present	2:00 PM
Larry Hopkins	District #4	Present	2:00 PM
Casey Venema	District #5	Present	2:00 PM

II. ADDITIONS/CORRECTIONS TO THE AGENDA

Motion To: Approve Additions/Corrections to the Agenda.

RESULT:	**APPROVED (5 TO 0)**
MOVER:	Commissioner Terry Snyder
SECONDER:	Commissioner Cory Smith
AYES:	Cory Smith, Terry Snyder, John Johnson, Larry Hopkins, Casey Venema

III. APPROVE OF MINUTES

Motion To: Approve the minutes, as delineated below.

RESULT:	**APPROVED (5 TO 0)**
MOVER:	Commissioner Cory Smith
SECONDER:	Commissioner John Johnson
AYES:	Cory Smith, Terry Snyder, John Johnson, Larry Hopkins, Casey Venema

1.

IV. DISCUSSION / INFORMATIONAL

1. Electrical and Fiber Optic Line Agreement

Motion To: Approve the Electrical and Fiber Optic Line Agreement as presented.

RESULT:	**APPROVED (5 TO 0)**
MOVER:	Commissioner John Johnson
SECONDER:	Commissioner Terry Snyder
AYES:	Cory Smith, Terry Snyder, John Johnson, Larry Hopkins, Casey Venema

V. ADJOURN

Chair Venema adjourned the meeting at 2:04 PM.

ATTEST

Shelley Kebart Administrative Support	Casey Venema Chair, Regional Railroad Authority

ITASCA COUNTY
REGIONAL RAILROAD AUTHORITY

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

Tuesday, October 14, 2025

REQUEST FOR BOARD ACTION: RBA-2025-596

DEPARTMENT: Land Department **TIME REQUESTED:** < 5 Minutes
PRESENTER: Sara Thompson

AGENDA ITEM:
Mesabi Bike Trail Repair - Co Rd 61

BOARD ACTION REQUESTED:
Award Mesabi Trail Repar Contract to the lowest quote, Wm. J. Schwartz & Sons, Inc in the amount of $43,652.00 and authorize necessary signatures.

BACKGROUND:
A section of the Mesabi Trail off of County Road 61 has had significant sinking over the past few years, causing safety concerns for users of the trail. There is a large dip in the trail, cracking, and a culvert increase that needs to take place. Funding these types of maintenance needs has been a challenge, but we are in a position to be able to take care of this long overdue issue on the trail. Staff worked with the St. Louis/Lake Regional Rail authority for this project. No levy dollars are used for this project.

SUPPORTING DOCUMENTATION:
1. side view of dip
2. Mesabi Trail Repair Purchase of Services - Schwartz Service Contract
3. IMG_0170
4. IMG_0171
5. IMG_0172
6. IMG_0173
7. IMG_0174
8. Itasca County HWY 61 Trail Crossing Quote 2025
9. Mesabi Trail Repairs Bid Form

10-14-2025

RESULT: RECOMMENDED FOR DISCUSSION NEXT: 10/21/2025 2:00 PM

County of Itasca, Minnesota
Service Contract

A.1 DATES AND PARTIES

A.1.1 THIS CONTRACT, made this ___ day of _____, 20__, by and between the County of Itasca, herein called the "County," and _Wm. J. Schwartz & Sons, Inc. a corporation organized and existing under the laws of the State of Minnesota, located at 34882 Scenic Hwy 7, Bovey, MN 55709____, herein called the "Vendor."

B.1 AGREEMENT

B.1.1 NOW, THEREFORE, it is mutually agreed that, in consideration of the payments to be made to said Vendor, subject to the conditions, hereinafter set forth, the County shall purchase Mesabi Trail Repair and Culvert installation services from said Vendor, upon terms and at the agreed price(s), and the Vendor shall perform said services all in accordance with the specifications of County as set forth in the Special Conditions of this Agreement.

C.1 TERM OF CONTRACT

C.1.1 The term of this Contract is from _October 14th_ to _November 15th, 2025, inclusive. The Contract may be extended if provided for in the Special Conditions.

D.1 SPECIAL CONDITIONS

D.1.1 This Contract is subject to such special conditions as are set forth in the Special Conditions Supplement attached hereto and made a part hereof and marked Exhibit(s): __A__.

E.1 CONTRACT AMOUNT

E.1.1 This Agreement when fully completed and fulfilled on the part of said Vendor to the satisfaction of the County or its duly authorized agent, is estimated to be $_43,652.00___for the current term.

F.1 INCREASE

F.1.1 No increases to the above said Contract amount will be allowed to the Vendor during the term of this Contract unless provided for in the Special Conditions or mutual agreement of the parties.

G.1 PAYMENT

G.1.1 The County does hereby agree, to pay said Vendor as services are performed to the satisfaction of the County, or its duly authorized agent, ____n/a_____ payments of $____n/a_____ each, or as indicated in the Special Conditions. Payment terms of this Contract are Net 30.

H.1 GUARANTEE

H.1.1 The Vendor further agrees to guarantee all materials and parts supplied under this Contract against inferiority as to specifications, such guarantee to be unconditional. Failure or neglect of the County or its designated representative to require compliance with any term or condition of this Contract or the specifications shall not be deemed a waiver of such term or condition.

I.1 BOND

I.1.1 Minnesota Statute 574.26 requires the vendor to furnish a Performance Bond and a Labor & Materials Payment Bond in the full amount, for any contract over $75,000, in favor of the County, to protect the County against any breach of contract. The Surety company providing the bond(s) must be registered to do business in the State of Minnesota and be satisfactory to the County.

J.1 INSURANCE

J.1.1 The following insurance must be maintained for the duration of this Contract. A Certificate of Insurance for each policy which lists Itasca County as a certificate holder and as an additional insured must be on file with the Itasca County Risk Management Department within 10 days of execution of this Contract and prior to commencement of any work under this Contract. Each certificate must include a 30-day notice of cancellation, nonrenewal, or material change to all named and additional insureds.

J.1.2 The County reserves the right to terminate, suspend or rescind any contract not in compliance with these requirements and retains all rights thereafter to pursue any legal remedies against Contractor. All insurance policies shall be open to inspection by the County, and copies of policies shall be submitted to the County upon written request. All subcontractors shall provide evidence of similar coverage.

J.1.3 <u>General Liability Insurance</u>

J.1.3.1

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

J.1.3.2 Policy shall contractors and subcontractors, and contractual liability.

J.1.3.3 Itasca County **must be named as certificate holder and an additional insured.**

J.1.4 Automobile Liability Insurance

J.1.4.1

	Limit
Automobile Liability - Combined single limit each occurrence for bodily injury and property damage covering owned, non-owned and hired automobiles	$1,500,000

J.1.4.2 Must cover owned, nonowned and hired vehicles.

J.1.5 Workers' Compensation Per Statutory Requirements

J.1.5.1 Vendor must maintain statutory limits. Itasca County reserves the right to rescind any contract not in compliance with these requirements and retains all rights thereafter to pursue any legal remedies against bidder. If the Contractor is based outside the State of Minnesota, coverage must apply to Minnesota laws.

J.1.6 Employer's Liability

	Limit
J.1.6.1 Bodily injury by:	
Accident - Each Accident	$500,000
Disease - Policy Limit	$500,000
Disease - Each Employee	$500,000

J.1.7 Professional Liability Insurance [For Professional Services Contracts Only]

J.1.7.1 Provider shall maintain at its sole expense a valid policy of insurance covering professional liability, arising from the acts or omissions of Provider, its agent and employees in the amount of

not less than $500,000 per claim and $3,000,000 annual aggregate. (These suggested limits should be reviewed on a case by case basis)

J.1.8 Indemnification Clause

J.1.8.1 Except as may be caused by the sole negligence of the County or its employees, Contractor shall indemnify and save harmless Itasca County, its employees, and its agents from all claims, actions, demands, and judgments of any kind arising in whole or in part from any act or omission of Contractor, is subcontractors, and their agents, servants, or employees, incidental to the performance of the Contract and from all expenses in connection with such claims, actions, demands and judgments, and shall assume, without expense to the County, the defense of any such claims, actions, demands and judgments, irrespective of whether it is alleged, claimed, or proved in connection with such act or omission that negligence of the County or its representatives caused or contributed thereto.

J.1.8.2 Contractor agrees, that in order to protect itself and the County under the indemnity provisions set forth above, it will at all times during the term of this Agreement keep in force policies of insurances indicated in paragraph entitled, "INSURANCE."

J.1.8.3 This provision is not intended to create any cause of action in favor of any third party against the Contractor or the County or to enlarge in any way the Contractor's liability, but it is intended solely to provide for indemnification of the County from liability for damages or injuries to third persons or property arising from the Contractor's or the Contractor's agents' performance hereunder.

The above establishes minimum insurance requirements. It is the sole responsibility of Vendor to determine the need for and to procure additional coverage that may be needed in connection with this Agreement.

Vendor further agrees the minimum requirements set forth above shall at all times be in an amount at least equal to the maximum liability of the County under Minn. Stat. 466.04 now or as said statute is hereafter amended or as otherwise required by law, statute or rule.

K.1 UNAVOIDABLE CIRCUMSTANCES

K.1.1 The Vendor shall not be held responsible for damages caused by delay or failure to perform hereunder, when such delay or failure is due to Fires, Strikes, Acts of God, Legal acts of the public authorities, or delays or defaults caused by public carriers, or acts or demands of the Government in time of war or national emergency.

L.1 RIGHT TO TERMINATE

L.1.1 County reserves the right to terminate this Contract immediately, at any time during the contract period for failure of Vendor to perform as specified in the Special Conditions, or to the reasonable satisfaction of County, upon notification to Vendor.

M.1 ASSIGNMENT

M.1.1 Vendor shall not enter into any subcontract for performance of any services contemplated under this Contract, nor assign any part of this Contract, without the prior written approval of the County and subject to such conditions and provisions as the County may deem necessary. The Vendor shall be responsible for the performance of all subcontractors.

N.1 INDEMNIFICATION

N.1.1 Vendor shall indemnify, hold harmless and defend the County, its officers and employees against any and all liability, loss, costs, damages, expenses, claims or actions, including attorney's fees which the County, its officers or employees may hereafter sustain, incur or be required to pay, arising out of or by reason of any act or omission of Vendor, its agents, servants or employees, in the execution, performance, or failure to adequately perform Vendor's obligations pursuant to this Contract.

O.1 COMPLIANCE WITH LAWS

O.1.1 Vendor shall abide by all Federal, State and local laws, statutes, ordinances, rules and regulations now in effect or hereinafter adopted pertaining to this Contract or to the facilities, programs and staff for which Vendor is responsible.

P.1 RECORDS AUDITING AND RETENTION

P.1.1 Vendor's books, records, documents, papers, accounting procedures and practices, and other evidences relevant to this Contract are subject to the examination, duplication, transcription and audit by the County and either the legislative or State Auditor, pursuant to Minn. Stat. § 16C.05, subd. 5.

Such evidences are also subject to review by the Comptroller General of the United States, or a duly authorized representative, if federal funds are used for any work under this Contract. Vendor agrees to maintain such evidences for a period of six (6) years from the date services or payment were last provided or made or longer if any audit in progress required a longer retention period.

Q.1 WAIVER

Q.1.1 Any waiver by either party of any provision of this Contract shall not imply a subsequent waiver of that or any other provision.

R.1 MODIFICATIONS/AMENDMENT

R.1.1 Any alterations, variations, modifications, amendments or waivers of the provisions of this Contract shall only be valid when they have been reduced to writing and signed by authorized representative of the County and Vendor.

S.1 SEVERABILITY

S.1.1 The provision of this Contract shall be deemed severable. If any part of this Contract is rendered void, invalid, or unenforceable, such rendering shall not affect the validity and enforceability of the remainder of this Contract unless the part or parts which are void, invalid or otherwise unenforceable shall substantially impair the value of the entire Contract with respect to either party.

T.1 COUNTY AUTHORIZED AGENT AND PROJECT MANAGER

T.1.1 COUNTY'S Authorized Agent, or his/her successor, will be:

Name: Kory Cease
Title: Itasca County Land Commissioner
Address: 1177 LaPrarie Ave.
Grand Rapids, MN 55744
Phone: 218-327-2855
Fax: 218-327-4160
Email: kory.cease@co.itasca.mn.us

T.1.2 COUNTY'S Authorized Agent will have final authority to accept or reject VENDOR'S services, goods, and/or change orders. If such services, goods, and/or change orders are acceptable and satisfactory, COUNTY'S Authorized Agent will certify each invoice submitted by VENDOR.

T.1.3. COUNTY'S Project Manager, or his/her successor, for this Agreement will be:

Name:	Sara Thompson
Title:	Forest Recreation Specialist
Address:	1177 LaPrairie Ave.
	Grand Rapids, MN 55744
Phone:	218-327-7393
Cell:	218-398-5471
Fax:	218-327-4160
Email:	sara.thompson@co.itasca.mn.us

T.1.4. COUNTY'S Project Manager will sign progress reports, review billing statements, make recommendations to the COUNTY'S Authorized Agent for acceptance or rejection of VENDOR'S goods or services and make recommendations to the COUNTY'S Authorized Agent for certifications for payment of each invoice submitted by VENDOR.

U.1 FINAL AGREEMENT

U.1.1 This Contract is the final expression of the agreement of the parties and the complete and exclusive statement of the terms agreed upon, and shall supersede all prior negotiations, understandings, or agreements. There are no representations, warranties, or stipulations, either oral or written, not herein contained.

V.1 EXECUTION

U.1.1 IN WITNESS WHEREOF, the County has caused this Contract to be signed by its duly authorized officers and the Vendor has hereunto set its hand.

Dated this _____ day of _____, _____.

Wm. J. Schwartz & Sons, Inc.

By: _____
Its _____

COUNTY OF ITASCA, MINNESOTA

By: _____
Its_____

Exhibit A

Wm. J. Schwartz & Sons, Inc.

Job Quote

dba Schwartz Excavating
34882 Scenic Hwy
Bovey, MN 55709
PHONE (218) 326-4321 FAX (218) 327-1698

October 3, 2025

Owner: **Itasca County Land Dept – Sara Thompson** Address: 1177 LaPrairie Ave, Grand Rapids, MN 55744 Job Site: **61 Bike Trail** Phone: 218-327-7393 Fax: 218-327-4160 Email: **sara.thompson@co.itasca.mn.us**	JOB DESCRIPTION: Repair trail & install culvert on 61 Bike Trail

Includes all machine time, labor, materials, & aggregate to successfully complete the following:

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- Turf Est.
- 6.6 cu. ft. concrete
- 8 sq. ft. of T. Dome

Also Class #5 would be good to set bituminous on.

- 8” of Class #5 = 91 cu. yds. x $ 26.00 / cu. yd. $ 2,366.00

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Prepared by_____ Gabe Sweeney

TNT CONSTRUCTION GROUP LLC

Grand Rapids, MN (218) 326 • 4184

PROPOSAL

Date: 10/13/2025
To: Itasca County Land Department
Attn: Sara Thompson
Project: Trail Crossing Hwy 61
Location: Coleraine, MN

Item	Description	Total
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	TOTAL LUMP SUM PRICE	$53,750.00

Notes:
See Next Sheet

Includes:
See Above.

Excludes:
See Next Sheet

Thank you for the opportunity to quote.
Sincerely,

Dominic Ellison 10/13/2025

Dominic Ellison Date
Project Manager/Estimator
dominic@tnt-cg.com
Cell 218-244-4166

Acceptance Date

** UNION CONTRACTOR

TNT CONSTRUCTION GROUP LLC

Grand Rapids, MN (218) 326 • 4184

Exclusions/Clarifications:

1. No bond is included. If required, please add 2%.
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** UNION CONTRACTOR

Sinnott Contracting, LLC

327 2nd St.
Proctor, MN 55810

Phone: (218) 626-1822
Fax: (218) 740-3465

To:	Itasca County	**Contact:**	Gary Crotteau
Address:	La Prairie	**Phone:**	218-410-9702
		Fax:	
Project Name:	Mesabi Trail Repairs	**Bid Number:**	
Project Location:	County Hwy 61, Bovey, MN	**Bid Date:**	10/6/2025

Thank you for the opportunity to quote on your project.

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
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1	Mobilization	1.00	LS	$4,500.00	$4,500.00
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Sinnott Contracting, LLC. proposal shall become an integral document to any subcontract agreement.

This quote is effective for 2025 Season only if signed and returned to our office within fifteen days after Quote Date.

ACCEPTED:

The above prices, specifications and conditions are satisfactory and are hereby accepted.

Buyer: _____

Signature: _____

Date of Acceptance: _____

CONFIRMED:

Sinnott Contracting, LLC

Authorized Signature: _____

Estimator: Jon Mercier
JonM@sinnottblacktop.com