



Board of County Commissioners Agenda Request

5B

Agenda Item #

Requested Meeting Date: 8-26-14

Title of Item: Mississippi River Trail Sign Installation Agreement (No. 06551)

<input checked="" type="checkbox"/> REGULAR AGENDA <input type="checkbox"/> CONSENT AGENDA <input type="checkbox"/> INFORMATION ONLY	Action Requested: <input type="checkbox"/> Approve/Deny Motion <input checked="" type="checkbox"/> Adopt Resolution (attach draft) <small><i>*provide copy of hearing notice that was published</i></small>	<input type="checkbox"/> Direction Requested <input type="checkbox"/> Discussion Item <input type="checkbox"/> Hold Public Hearing*
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Submitted by: John Welle	Department: Highway Department
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Presenter (Name and Title): John Welle	Estimated Time Needed: 10 minutes
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Summary of Issue:
 MnDOT is in the process of planning a project to erect Mississippi River Trail MRT) signs along the entire MRT route in Minnesota. In Aitkin County, the MRT route generally follows the Great River Road along the Mississippi River and includes Aitkin County Roads 1, 10, 15, 21, and 10. They have requested Aitkin County to enter into the attached agreement, which essentially allows them to place the signs at their cost along the route. They have worked with the Highway Department office to determine route designation, sign locations, and material specifications. The agreement has been reviewed by the County Attorney's office.

Alternatives, Options, Effects on Others/Comments:

Recommended Action/Motion:
 Request authorization by attached resolution to enter into MnDOT Agreement No. 06551.

Financial Impact:
Is there a cost associated with this request? Yes No
What is the total cost, with tax and shipping? \$
Is this budgeted? Yes No *Please Explain:*

Legally binding agreements must have County Attorney approval prior to submission.

CERTIFIED COPY OF RESOLUTION OF COUNTY BOARD OF AITKIN COUNTY, MINNESOTA

ADOPTED August 26, 2014

By Commissioner: xx

082614-0xx

MnDOT Agreement No. 06551

BE IT HEREBY RESOLVED, that Aitkin County enter into MnDOT Agreement No. 06551 with the State of Minnesota, Department of Transportation for the following purpose:

To provide for the State to enter upon County Right of Way to install Mississippi River Trail signing along the designated Mississippi River Trail route on County roadways and for the County to provide for proper maintenance of the route signing. Such work will be conducted under State Project No. 8823-293, on various Trunk Highway routes.

BE IT FURTHER RESOLVED, that the Aitkin County Engineer is authorized to execute the Agreement and any amendments to the Agreement.

Commissioner xx moved the adoption of the resolution and it was declared adopted upon the following vote

FIVE MEMBERS PRESENT

All Members Voting Yes

STATE OF MINNESOTA)
County of Aitkin) ss.
Office of County Auditor,)

I, Kirk Peysar, Auditor, of the County of Aitkin, do hereby certify that I have compared the foregoing with the original resolution filed in my office on the 26th day of August A.D., 2014, and that the same is a true and correct copy of the whole thereof.

WITNESS MY HAND AND SEAL OF OFFICE at Aitkin, Minnesota, this 26th day of August A.D., 2014

KIRK PEYSAR, County Auditor

BY _____, Deputy

**STATE OF MINNESOTA
DEPARTMENT OF TRANSPORTATION
And
AITKIN COUNTY
COOPERATIVE CONSTRUCTION
AGREEMENT**

State Project Number (S.P.):	<u>8823-293</u>	Estimated Amount Receivable
Fed. Project Number (S.P.):	<u>SB11MN(007)</u>	<u>None</u>
Trunk Highway Number (T.H.):	<u>Various Routes</u>	
State Aid Project Number (S.P.):	<u>088-090-001</u>	
State Aid Project Number (S.P.):	<u>091-060-103</u>	

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

Recitals

1. The State will perform Mississippi River Trail (MRT) sign installation construction and other associated construction upon, along and adjacent to various Trunk Highways, County Roads, City Streets, Township Roads, or trails according to State-prepared plans, specifications and special provisions designated by the State as State Project No. 8823-293 ("Project"); and
2. The County has stated its support of the development of the Mississippi River Trail (MRT) which traverses County roadways and trails in accordance with Letter of Support dated September 21, 2012; and
3. The State wishes to sign the route and will do so through a construction contract; and
4. The State requests that the County grant the State and its contractor the right to enter upon County right of way or property for the purpose of installing the MRT signs, including posts and hardware as needed, along the designated routes; and
5. The State requests and the County agrees to maintain the signs in accordance with County standard maintenance practices; and
6. Minnesota Statutes § 160.266, subdivision 4 authorizes the Commissioner of Transportation to make arrangements with and cooperate with any governmental authority to establish, develop, maintain, and operate the bikeway and to interpret associated natural and cultural resources.

Agreement

1. Term of Agreement; Survival of Terms; Plans; Incorporation of Exhibits

- 1.1. **Effective date.** This Agreement will be effective on the date the State obtains all signatures required by Minnesota Statutes § 16C.05, subdivision 2.
- 1.2. **Expiration date.** This Agreement will expire when all obligations have been satisfactorily fulfilled.
- 1.3. **Survival of terms.** All clauses which impose obligations continuing in their nature and which must survive in order to give effect to their meaning will survive the expiration or termination of this Agreement, including, without limitation, the following clauses: 4. Maintenance by the County; 7. Liability; Worker Compensation Claims; 9. State Audits; 10. Government Data Practices; 11. Governing Law; Jurisdiction; Venue; and 13. Force Majeure.
- 1.4. **Renewal of Contract.** At the time the MRT sign panels require systematic renewal, the parties will review this agreement.

- 1.5. **Plans, Specifications, Special Provisions.** Plans, specifications and special provisions designated by the State as State Project No. 8823-293 are on file in the office of the Commissioner of Transportation at St. Paul, Minnesota, and incorporated into this Agreement by reference. ("Project Plans")
- 1.6. **Exhibit A.** Exhibits A (Letter of Support) for MRT and a proposed route attached and incorporated into this Agreement.

2. Construction by the State

- 2.1. **Contract Award.** The State will advertise for bids and award a construction contract to the lowest responsible bidder according to the Project Plans, at no cost to the County. The State has obtained funding for the fabrication of the panels and the installation of the signs from the Mississippi River Parkway Commission of Minnesota agreement SB11MN(007).
- 2.2. **Direction, Supervision and Inspection of Construction.**
 - A. **Supervision and Inspection by the State.** The State will direct and supervise all construction activities performed under the construction contract, and perform all construction engineering and inspection functions in connection with the contract construction. All contract construction will be performed according to the Project Plans.
 - B. **Inspection by the County.** The County sign installation construction covered under this Agreement will be open to inspection by the County. If the County believes the County participation construction covered under this Agreement has not been properly performed or that the construction is defective, the County will inform the State District Engineer's authorized representative in writing of those defects. Any recommendations made by the County are not binding on the State. The State will have the exclusive right to determine whether the State's contractor has satisfactorily performed the County participation construction covered under this Agreement.

3. Permit to Construct

The County, at no cost to the State, hereby grants to the State and its contractor, an immediate right of entry and permit to perform the sign installation construction, the location of such work is available on the Project Plans.

4. Maintenance by the County.

- A. Upon completion of the project, the County agrees to maintain the signs in accordance with County standard maintenance practices.
- B. The State will fabricate a limited number of additional sign panels to replace those panels that may become damaged or destroyed. The County may request replacement of damaged or destroyed MRT sign panels, and if available they will be provided at no cost.

5. Authorized Representatives

Each party's Authorized Representative is responsible for administering this Agreement and is authorized to give and receive any notice or demand required or permitted by this Agreement.

5.1. The State's Authorized Representative will be:

Name/Title: Tim Mitchell, Bicycle and Pedestrian Coordinator, (or successor)
Address: 395 John Ireland Boulevard, Mailstop 315, St. Paul, MN 55155
Telephone: (651) -366-4162
E-Mail: tim.mitchell@state.mn.us

5.2. The County's Authorized Representative will be:

Name/Title: John Welle, County Engineer (or successor)
Address: 1211 Air Park Drive, Aitkin, MN 56431
Telephone: (218) 927-3741

6. Assignment; Amendments; Waiver; Contract Complete

- 6.1. *Assignment.*** Neither party may assign or transfer any rights or obligations under this Agreement without the prior consent of the other party and a written assignment agreement, executed and approved by the same parties who executed and approved this Agreement, or their successors in office.
- 6.2. *Amendments.*** Any amendment to this Agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original Agreement, or their successors in office.
- 6.3. *Waiver.*** If a party fails to enforce any provision of this Agreement, that failure does not waive the provision or the party's right to subsequently enforce it.
- 6.4. *Contract Complete.*** This Agreement contains all prior negotiations and agreements between the State and the County. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party.

7. Liability; Worker Compensation Claims

- 7.1.** Each party is responsible for its own acts, omissions and the results thereof to the extent authorized by law and will not be responsible for the acts and omissions of others and the results thereof. Minnesota Statutes § 3.736 and other applicable law govern liability of the State. Minnesota Statutes Chapter 466 and other applicable law govern liability of the County.
- 7.2.** Each party is responsible for its own employees for any claims arising under the Workers Compensation Act.

8. Nondiscrimination

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

9. State Audits

Under Minnesota Statutes § 16C.05, subdivision 5, the County's books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by the State and the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this Agreement.

10. Government Data Practices

The County and State must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided under this Agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the County under this Agreement. The civil remedies of Minnesota Statutes § 13.08 apply to the release of the data referred to in this clause by either the County or the State.

11. Governing Law; Jurisdiction; Venue

Minnesota law governs the validity, interpretation and enforcement of this Agreement. Venue for all legal proceedings arising out of this Agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

12. Termination; Suspension

- 12.1. *By Mutual Agreement.*** This Agreement may be terminated by mutual agreement of the parties.
- 12.2. *Termination for Insufficient Funding.*** The State may immediately terminate this Agreement if it does not obtain funding from the Minnesota Legislature, or other funding source; or if funding cannot be continued at a level sufficient to allow for the performance of contract construction under the Project. Termination must be by written or fax notice to the County.

12.3. *Suspension.* In the event of a total or partial government shutdown, the State may suspend this Agreement and all work, activities and performance of work authorized through this Agreement.

13. Force Majeure

Neither party will be responsible to the other for a failure to perform under this Agreement (or a delay in performance), if such failure or delay is due to a force majeure event. A force majeure event is an event beyond a party's reasonable control, including but not limited to, unusually severe weather, fire, floods, other acts of God, labor disputes, acts of war or terrorism, or public health emergencies.

[The remainder of this page has been intentionally left blank]

AITKIN COUNTY

The undersigned certify that they have lawfully executed this contract on behalf of the Governmental Unit as required by applicable charter provisions, resolutions or ordinances.

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

DEPARTMENT OF TRANSPORTATION

Recommended for Approval:

By: _____
(District Engineer)

Date: _____

Approved:

By: _____
(State Design Engineer)

Date: _____

COMMISSIONER OF ADMINISTRATION

By: _____
(With delegated authority)

Date: _____

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

ME:5

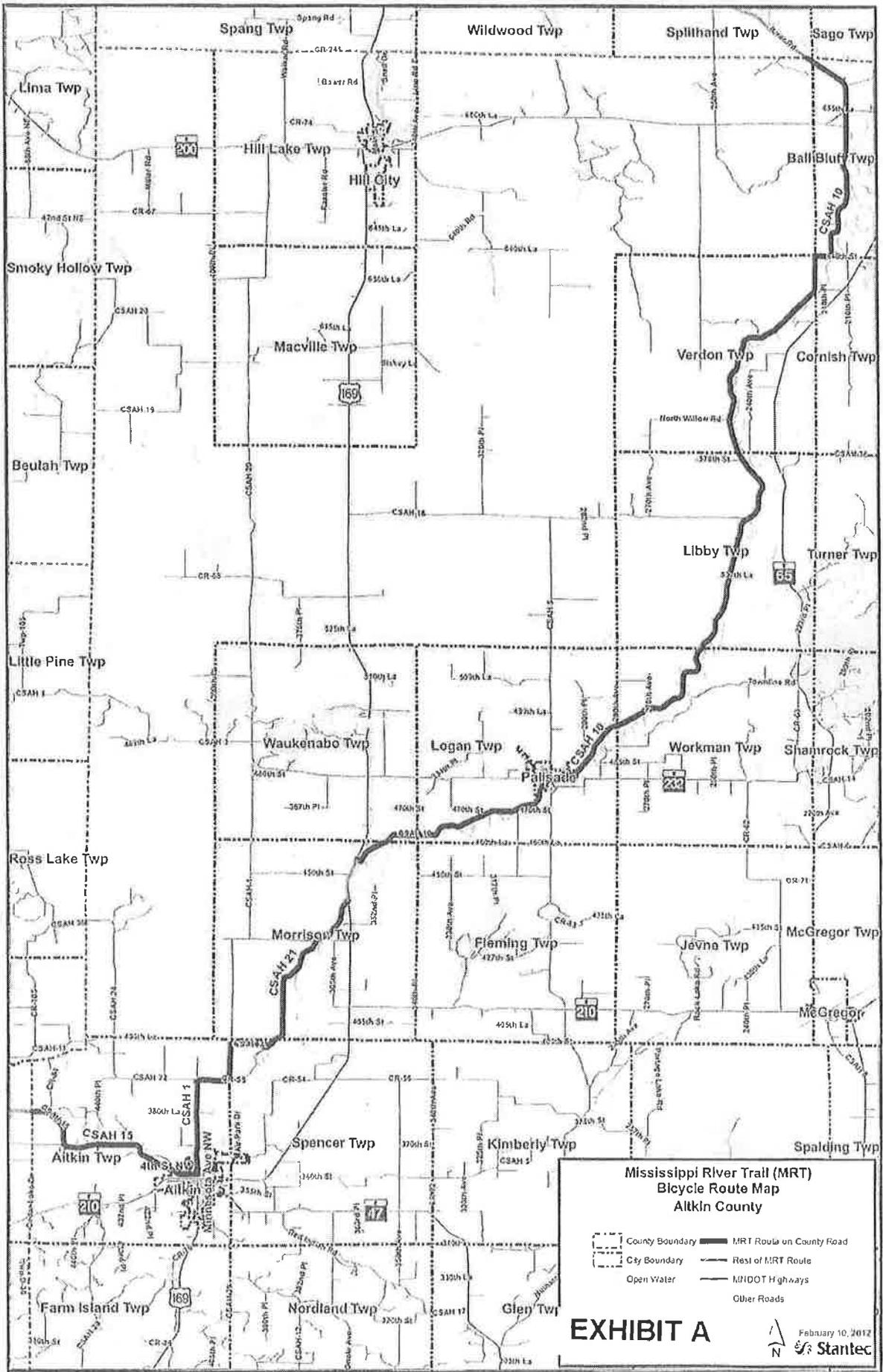
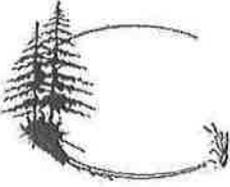


EXHIBIT A

February 10, 2012

Stantec

EXHIBIT A



AITKIN COUNTY HIGHWAY DEPARTMENT

1211 Air Park Drive
Aitkin, MN 56431

Phone: 218/927-3741 • FAX: 218/927-2356

September 21, 2012

Daniel Collins
Principal Planner, Bicycle and Pedestrian Section
Minnesota Department of Transportation
395 John Ireland Blvd M.S. 315
St Paul, MN 55155

Re: Mississippi River Trail

Dear Mr. Collins

As the Aitkin County Engineer, I have been designated by the Aitkin County Board to represent the County's interests regarding the Mississippi River Trail (MRT). Please find this letter as confirmation of Aitkin County's support of the Minnesota Department of Transportation (MnDOT) application to designate, and development of, the MRT along the Mississippi River as a United States Bike Route.

The County has considered the proposed route and determined it to be a suitable route through the County's jurisdiction. The County supports the MRT's designation so that it can be appropriately mapped and signed, thereby promoting the benefits of bicycling locally and throughout Minnesota along the Mississippi River.

It is my understanding that MnDOT will continue to maintain statewide mapping and information regarding MRT, convene meetings and facilitate the resolution of issues and future alignment revisions within the State.

Respectfully,

A handwritten signature in black ink that reads "John Welle". The signature is written in a cursive style with a large, sweeping "W" and "L".

John Welle, P.E.

Aitkin County Engineer