



Board of County Commissioners Agenda Request

6B
Agenda Item #

Requested Meeting Date: 4-23-19

Title of Item: MnDot Detour Agreement

<input checked="" type="checkbox"/> REGULAR AGENDA	Action Requested:	<input type="checkbox"/> Direction Requested
<input type="checkbox"/> CONSENT AGENDA	<input type="checkbox"/> Approve/Deny Motion	<input type="checkbox"/> Discussion Item
<input type="checkbox"/> INFORMATION ONLY	<input checked="" type="checkbox"/> Adopt Resolution (attach draft)	<input type="checkbox"/> Hold Public Hearing*

**provide copy of hearing notice that was published*

Submitted by: John Welle	Department: Highway Department
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Presenter (Name and Title): John Welle, Aitkin County Engineer	Estimated Time Needed: 10 minutes
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Summary of Issue:
As discussed at the February 26, 2019 Board meeting, MnDOT will be replacing two (culvert) bridges near Malmo on TH 47 and TH 18 beginning on July 8, 2019 and continuing through October 21, 2019. As directed at the last meeting, additional discussion with MnDOT staff has identified a process of potential reimbursement for additional road maintenance costs incurred on other township and county roads as a result of the road closures. Wealthwood Township has been made aware of this process which involves MnDOT tracking increased use of local roads and the road authorities tracking additional maintenance costs.

To allow MnDOT to pay the approximate \$7,492.56 cost for use of CSAH 12 and CSAH 28 as part of the official detours, they have provided the attached agreement.

Alternatives, Options, Effects on Others/Comments:

Recommended Action/Motion:
Recommend approval of attached resolution authorizing the signing of this agreement.

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:

January 16, 2019

John Welle
 Aitkin County Engineer
 1211 Air Park Drive
 Aitkin, MN 56431

Re: Official Detour Route
 S.P. 0102-25 (TH 18 & 47)
 T.H. 18 and T.H. 47 Box Culvert Replacements
 Replace Br. No. 0729 on T.H. 18 west of Malmo and Replace Br. No. 01001 on T.H. 47 north of Malmo.

Dear Mr. Welle:

A project has been scheduled to replace Br. No. 0729 on T.H. 18 west of Malmo and replace Br. No. 01001 on T.H. 47 north of Malmo. The project is scheduled to be constructed during the 2019 construction season. To accomplish the proposed work, T.H. 18 and T.H. 47 traffic will need to be detoured during the project. I would like to notify you of the proposed official detour route, route specific limitations, and to outline the associated compensation owed to Aitkin County.

We are planning to utilize Aitkin County's C.S.A.H. 12 and C.S.A.H. 28 as part of the official detour route for the project. It is anticipated that the detour will need to be in place from approximately July 8, 2019 thru October 20, 2019. A map indicating the proposed official detour route has been attached.

The calculations that accompany this letter are estimates only and the actual dates that the detour is in effect may shift due to the Contactor's schedule. The developed method used to calculate detour compensation is The Gas Tax Method from the "Detour Management Study" of 1991. The formula used to calculate detour compensation is as follows:

$$\text{Compensation} = 0.00513 \times \text{Trunk Highway ADT} \times \text{Length in miles} \times \text{Duration in days}$$

The derived ADT values are from MNDOT traffic counts and the segment length has been measured in Google Earth. The final amount of compensation will depend on the actual duration of the detour.

COMPENSATION SUMMARY FOR THE COUNTY OF AITKIN

Detour Route		ADT		Miles		Days			
T.H. 18 Br.	C.S.A.H. 12	0.00513	x	920	x	5.60	x	62	= \$1,638.65
	C.S.A.H. 28	0.00513	x	920	x	5.80	x	62	= \$1,697.17
T.H. 47 Br.	C.S.A.H. 12	0.00513	x	1400	x	5.60	x	50	= \$2,010.96
	C.S.A.H. 28	0.00513	x	1400	x	5.80	x	50	= \$2,082.78

Total Agreement Amount = \$7,429.56

A formal detour agreement will be forwarded to you once it is prepared. The agreement will specify the responsibilities of all parties involved. MnDOT will maintain the official detour route as we have during previous contracts.

Thank you for your cooperation. If you have any questions, please feel free to give me a call at (218) 828-5800.

Sincerely,

A handwritten signature in black ink that reads "Scott Zeidler". The signature is written in a cursive style with a large, sweeping initial 'S'.

Scott Zeidler
Engineering Specialist Senior

Enclosures: Official Detour Map

Cc: Calvin Puttbrese
Claudia Dumont
Malaki Ruranika
Tony Hughes

**STATE OF MINNESOTA
DEPARTMENT OF TRANSPORTATION
And
AITKIN COUNTY
DETOUR AGREEMENT**

For Trunk Highway No. 18 & 47 Detour

State Project Number (S.P.):	0102-25	Original Amount Encumbered
Trunk Highway Number (T.H.):	18=157	<u>\$7,492.56</u>
State Project Number (S.P.):	0108-27	
Trunk Highway Number (T.H.):	47=110	

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 is about to perform grading, bituminous surfacing and box culvert construction upon, along and adjacent to Trunk Highway (T.H.) No. 18 from 3.9 miles east of 360th Avenue to 1.0 miles west of T.H. No. 47 under State Project No. 0102-25 (T.H. 18=157) and upon, along and adjacent to T.H. No. 47 from 1.1 miles north of T.H. No. 18 to 0.4 miles south of 235th Street under State Project No. 0108-27 (T.H. 47=110); and
2. The State requires a detour to carry T.H. No. 18 and No. 47 traffic on County State Aid Highway (C.S.A.H.) No. 12 and No. 28 during the construction; and
3. The State is willing to reimburse the County for the road life consumed by the detour as hereinafter set forth; and
4. Minnesota Statutes § 471.59, subdivision 10, § 161.25, and § 161.20, subdivision 2(b), authorize the parties to enter into this Agreement.

Agreement

1. Term of Agreement

- 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 the State removes all detour signs, returns the temporary Trunk Highway detour to the County, and pays for the detour compensation.

2. Agreement Between the Parties

2.1 Detour.

- A. **Location.** The State will establish the T.H. No. 18 and No. 47 detour route on the following County roads as detailed in the project plans or Special Provisions:
 - T.H. 18 Detour – C.S.A.H. 12 and C.S.A.H. 28 for a total distance of 11.40 miles.
 - T.H. 47 Detour – C.S.A.H. 12 and C.S.A.H. 28 for a total distance of 11.40 miles.
- B. **Modification of the Detour Route.** The State may modify the detour route or may add additional roadways to the official detour during construction. The State will request concurrence from the County for changes to the detour route. If such change increases the States obligation over Article 3.3B, the Agreement will be amended.

- C. Axle Loads and Over-Dimension Loads.** The County will permit 10-ton axle loads on the detour route. Over-dimension loads will not be permitted except in cases of extreme emergency.
- D. Traffic Control Devices.** The State may install, maintain and remove any traffic control devices it considers necessary to properly control the detoured traffic. The State may paint roadway markings, such as the centerline, edge lines and necessary messages.
- E. Detour Maintenance.** The State will perform any necessary bituminous patching and ordinary maintenance on the roadway or shoulder of the County roads used for the detour, at no cost or expense to the County. Bituminous patching is defined as any work, including continuous full width overlays, less than 100 feet in length. All State expenditures beyond those required for bituminous patching and ordinary maintenance will be credited against the road life consumed reimbursement due the County.
- F. Duration.** The State will provide the County with advance notice identifying the dates the State intends to place and remove the detour signing.
- 2.2 Basis of State Cost (Road Life Consumed).** The State will reimburse the County for the road life consumed by the detour using the following methods, as set forth in the Detour Management Study Final Report dated January 1991, and updated by MnDOT's Policy on Cost Participation for Cooperative Construction Projects and Maintenance Responsibilities between MnDOT and Local Units of Government.
- A.** The "Gas Tax Method" formula, multiplies the Combined Tax Factor per mile times the Average Daily Traffic ("ADT") count of vehicles diverted from the Trunk Highway times the county road length in miles times the duration of the detour in days to determine the State's cost for the road life consumed by the detour.
- B.** The County may, at its option, perform an "Equivalent Overlay Method" analysis. A State-approved firm, at no cost or expense to the State, must perform the testing and analysis. The County will keep records and accounts to verify any claim it might bring against the State for additional costs using the "Equivalent Overlay Method".

3. Payment

- 3.1 For Road Life Consumed.** \$7,492.56 is the State's estimated cost for the road life consumed by the detour based on the data below:

	<u>Tax Factor</u>	<u>ADT</u>	<u>Road Length</u> <u>(Miles)</u>	<u>Duration (Days)</u>	<u>Cost</u>
T.H. 18 Detour	0.00513	920	11.40	62	\$3,335.82
T.H. 47 Detour	0.00513	1,400	11.40	50	\$4,093.74
				Total Road Life Consumed	<u>\$7,492.56</u>

The State's total payment for the road life consumed by the detour is equal to the amount computed by using the "Gas Tax Method" formula plus any amount determined by using the "Equivalent Overlay Method" analysis that is in excess of twice the "Gas Tax Method" amount.

- 3.2 Maximum Obligation.** \$18,000.00 is the maximum obligation of the State under this Agreement and must not be exceeded unless the maximum obligation is increased by execution of an amendment to this Agreement.
- 3.3 Conditions of Payment.** The State will pay the County the State's total road life consumed payment amount after performing the following conditions.
- A.** Execution of this Agreement and the County's receipt of the executed Agreement.
- B.** State's encumbrance of the State's total payment amount.

- C. State's removal of all detour signs.
- D. State notifies the County of the removal of the detour signs, and the number of days the detour was in effect.
- E. State's receipt of a written request from the County for payment.

4. Release of Road Restoration Obligations

By accepting the State's road life consumed payment plan and total payment amount, the County releases the State of its obligation, under Minnesota Statutes § 161.25, to restore the county roads used as a T.H. 18 & 47 detour to as good of condition as they were before designation as temporary trunk highways.

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: Scott Zeidler, Engineering Specialist Senior (or successor)
Address: 7694 Industrial Park Road, Baxter, MN 56425
Telephone: 218-828-5800
E-Mail: scott.zeidler@state.mn.us

5.2 The County's Authorized Representative will be:

Name/Title: John Welle, Aitkin County Engineer (or successor)
Address: 1211 Air Park Drive, Aitkin, MN 56431
Telephone: 218-927-3741
E-Mail: jwelle@co.aitkin.mn.us

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

The County and State will be responsible for their own acts and omissions, to the extent authorized by law. Minnesota Statutes § 3.736 governs the State's liability. Minnesota Statutes, Chapter 466 governs the liability of the County.

8. 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.

9. 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 by the State 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.

10. 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.

11. Termination; Suspension

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

11.2 *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 payment of the services covered here. Termination must be by written or fax notice to the County. The State is not obligated to pay for any services that are provided after notice and effective date of termination. However, the County will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. The State will not be assessed any penalty if this Agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds.

11.3 *Suspension.* In the event of a total or partial government shutdown, the State may suspend this Agreement and all work, activities, performance and payments authorized through this Agreement. Any work performed during a period of suspension will be considered unauthorized work and will be undertaken at the risk of non-payment.

12. 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.

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STATE ENCUMBRANCE VERIFICATION

Individual certifies that funds have been encumbered as required by Minnesota Statutes § 16A.15 and § 16C.05.

Signed: _____

Date: _____

SWIFT Purchase Order: _____

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

Approved:

By: _____
(District Engineer)

Date: _____

COMMISSIONER OF ADMINISTRATION

By: _____
(With Delegated Authority)

Date: _____

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

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

ADOPTED April 23, 2019

By Commissioner: xx

20190423-0xx

MnDOT Detour Agreement

IT IS RESOLVED, that Aitkin County enter into MnDOT Agreement No. 1033184 with the State of Minnesota, Department of Transportation for the following purposes:

To provide for payment by the State to the County for the use of County State-Aid Highway No. 12 and No. 28 as a detour route during the contract construction to be performed upon, along and adjacent to Trunk Highway (T.H.) No. 18 from 3.9 miles east of 360th Avenue to 1.0 mile west of T.H. 47 under State Project No. 0102-25(T.H. 18=157) and upon, along and adjacent to T.H. No. 47 from 1.1 miles north of T.H. No. 18 to 0.4 miles south of 235th Street under State Project No. 0108-27(T.H. 47=110).

IT IS FURTHER RESOLVED, that the Aitkin County Engineer is hereby 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}

I, Jessica Seibert, County Administrator, Aitkin County, Minnesota do hereby certify that I have compared the foregoing with the original resolution filed in the Administration Office of Aitkin County in Aitkin, Minnesota as stated in the minutes of the proceedings of said Board on the 23rd day of April 2019, and that the same is a true and correct copy of the whole thereof.

Witness my hand and seal this 23rd day of April 2019

Jessica Seibert
County Administrator

<p>Subscribed and sworn to before me this</p> <p>_____ day of _____, 2019.</p> <p>_____</p> <p>Notary Public</p> <p>My Commission Expires _____</p>
