



# Board of County Commissioners Agenda Request

**2V**  
Agenda Item #

**Requested Meeting Date:** July 27, 2021

**Title of Item:** ATV Trail repair agreement

<input type="checkbox"/> REGULAR AGENDA	<b>Action Requested:</b>	<input type="checkbox"/> Direction Requested	
<input checked="" type="checkbox"/> CONSENT AGENDA		<input checked="" type="checkbox"/> Approve/Deny Motion	<input type="checkbox"/> Discussion Item
<input type="checkbox"/> INFORMATION ONLY		<input type="checkbox"/> Adopt Resolution (attach draft)	<input type="checkbox"/> Hold Public Hearing* <i>*provide copy of hearing notice that was published</i>

<b>Submitted by:</b> Rich Courtemanche	<b>Department:</b> Land
---	----------------------------

<b>Presenter (Name and Title):</b> Rich Courtemanche, Land Commissioner	<b>Estimated Time Needed:</b> n/a
--	--------------------------------------

**Summary of Issue:**

Three segments totaling 200' of ATV trail puncheons were removed during pipeline construction. The Land Department would like to enter into agreement in order to replace the previously mitigated and constructed puncheons. The County Attorney has reviewed and approved the agreement with the condition that the County Board approve of the Land Commissioner's signature.

**Alternatives, Options, Effects on Others/Comments:**

**Recommended Action/Motion:**  
Approve and allow the Land Commissioner to sign the 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:*

Costs to be covered by Enbridge and their

# CONTRACT AND LABOR AGREEMENT

## Contract to supply puncheon sections for Blind Lake Connector Trail and to reimburse Aitkin County Land Department for installation expenses

THIS AGREEMENT is made and entered into by and between the County of Aitkin, State of Minnesota (County), through the Aitkin County Land Department, (Department), and Enbridge, (Independent Contractor).

### RECITALS

WHEREAS, the County and the Independent Contractor mutually agree that services to be performed by the undersigned shall be performed as an Independent Contractor and not as an employee, officer, or agent of the County;

WHEREAS, the Independent Contractor is prepared to perform services for the County;

NOW, THEREFORE, in consideration of the mutual undertakings and agreements hereinafter set forth, the County, through the Department, and the Independent Contractor agree as follows:

#### **1. Independent Contractor will:**

- a. Purchase all necessary lumber, supplies, and hardware to construct approximately 200 feet of puncheons and footings
  - i. Lumber must be pressure treated using Chromated Copper Arsenate (CCA). Substitutes must be approved by the Department and must be water-based copper treatment that meets or exceeds category UC4A.
  - ii. Use the general structural design (attached "Over the Hills Gang ATV Club) and must include the modification that each expanse is 12' instead of 10' to conform with pervious wetland mitigation of footings.
- b. Assemble puncheon panels and deliver appropriate quantities of puncheon panels and footings to each of the three (3) wetland crossing sites where the puncheons were removed.
- c. All assembled panels and footing material will be delivered before July 31, 2021.
- d. Compensate the Department at a rate of \$35.00 per hour for labor to set and place puncheon panels. Skid Steer work to place panels will be compensated at a rate of \$100.00 per hour.
- e. Prior to the effective date of this contract, and as a condition precedent to this Agreement, the Independent Contractor will furnish the County with Certificates of Insurance listing the County as a certificate holder. A Certificate of Insurance for each policy must be on file with the County Land Department within 10 days of execution of this Agreement and prior to commencement of any work under this Agreement. Each certificate must include a 10-day notice of cancellation, nonrenewal, or material change to all named and additional insureds. The County reserves the right to rescind any agreement not in compliance with these requirements and retains all rights thereafter to pursue any legal remedies against Independent 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.

**2. Department will:**

- a. Install and place all puncheon panels and footings onsite.
- b. Track and document all labor and equipment hours.

**3. Independent Contractor Status:**

- a. That at all times and for all purposes hereunder, Independent Contractor shall be an independent contractor and is not an employee, official, or agent of the County for any purpose. No statement contained in this Agreement shall be construed so as to find Independent Contractor to be an employee, official, or agent of the County, and Independent Contractor shall not be entitled to any of the rights, privileges, or benefits of employees of the County, including but not limited to, workers' compensation, health/death benefits, and indemnification for third-party personal injury/property damage claims.
- b. Independent Contractor is responsible for hiring sufficient workers to perform the services/duties required by this contract, withholding their taxes, and paying all other employment tax obligations on their behalf.
- c. The Independent Contractor shall comply with all federal, state, county or other government regulations or laws, including, but not limited to, the Fair Labor Standards Act, the Wage and Hour Laws, the Occupational Safety and Health Act and the Equal Opportunity laws.

**4. Indemnification and Insurance:**

- a. The Independent Contractor agrees it will defend, indemnify and hold harmless the County, its officers, agents, and employees against any and all liability, loss, costs, damages and expenses which the County, its officers, agents, or employees may hereafter sustain, incur, or be required to pay arising out of the Independent Contractor's performance or failure to adequately perform its obligations pursuant to this Agreement.
- b. Independent Contractor further agrees that in order to protect itself as well as the County under the indemnity provision set forth above, it will at all times during the term of this Agreement keep in force the following:
  - i. Any policy obtained and maintained under this clause shall provide that it shall not be cancelled, materially changed, or not renewed without thirty days' prior notice thereof to the County.
  - ii. Workers' Compensation Insurance.

**5. Insurance:**

- a. The following insurance must be maintained for the duration of this Agreement.
  - 5.1. General Liability Insurance
    - 5.1.1 \$500,000 for claims for wrongful death and each person for other claims
    - \$1,500,000 each occurrence
    - No less than \$2,000,000 aggregate

5.2. Business Automobile Liability Insurance

5.2.1. \$500,000 each person  
\$1,500,000 each occurrence  
No less than \$2,000,000 aggregate

5.2.2. Must cover owned, non-owned, and hired vehicles.

5.3 Workers' Compensation Per Statutory Requirements

5.3.1. 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.

**6. Merger and Modification:**

- a. It is understood and agreed that the entire Agreement between the parties is contained here and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter. All items referred to in this Agreement are incorporated or attached and are deemed to be part of this Agreement.
- b. Any material alterations, variations, modifications, or waivers of provisions of this Agreement shall be valid only when they have been reduced to writing as an amendment and signed by the parties.

**6. Subcontracting and Assignment:**

- a. Independent Contractor shall not enter into any subcontract for performance of any services contemplated under this Agreement without the prior written approval of the County through its Land Commissioner and subject to such conditions and provisions as the County may deem necessary. The Independent Contractor shall be responsible for the performance of all subcontractors.

**7. Nondiscrimination:**

- a. Independent Contractor agrees no person shall, on the grounds of race, color, religion, age, sex, disability, marital status, public assistance status, criminal record, creed, sexual orientation or national origin be excluded from full employment rights in, participation in, be denied the benefits of or be otherwise subjected to discrimination under any and all applicable federal and state laws against discrimination.

**9. Execution:**

IN WITNESS WHEREOF, the County has caused this Agreement to be signed by its duly authorized officers and the Independent Contractor has hereunto set its hand.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

INDEPENDENT CONTRACTOR

COUNTY OF AITKIN, MINNESOTA

\_\_\_\_\_  
Contractor Name, Date

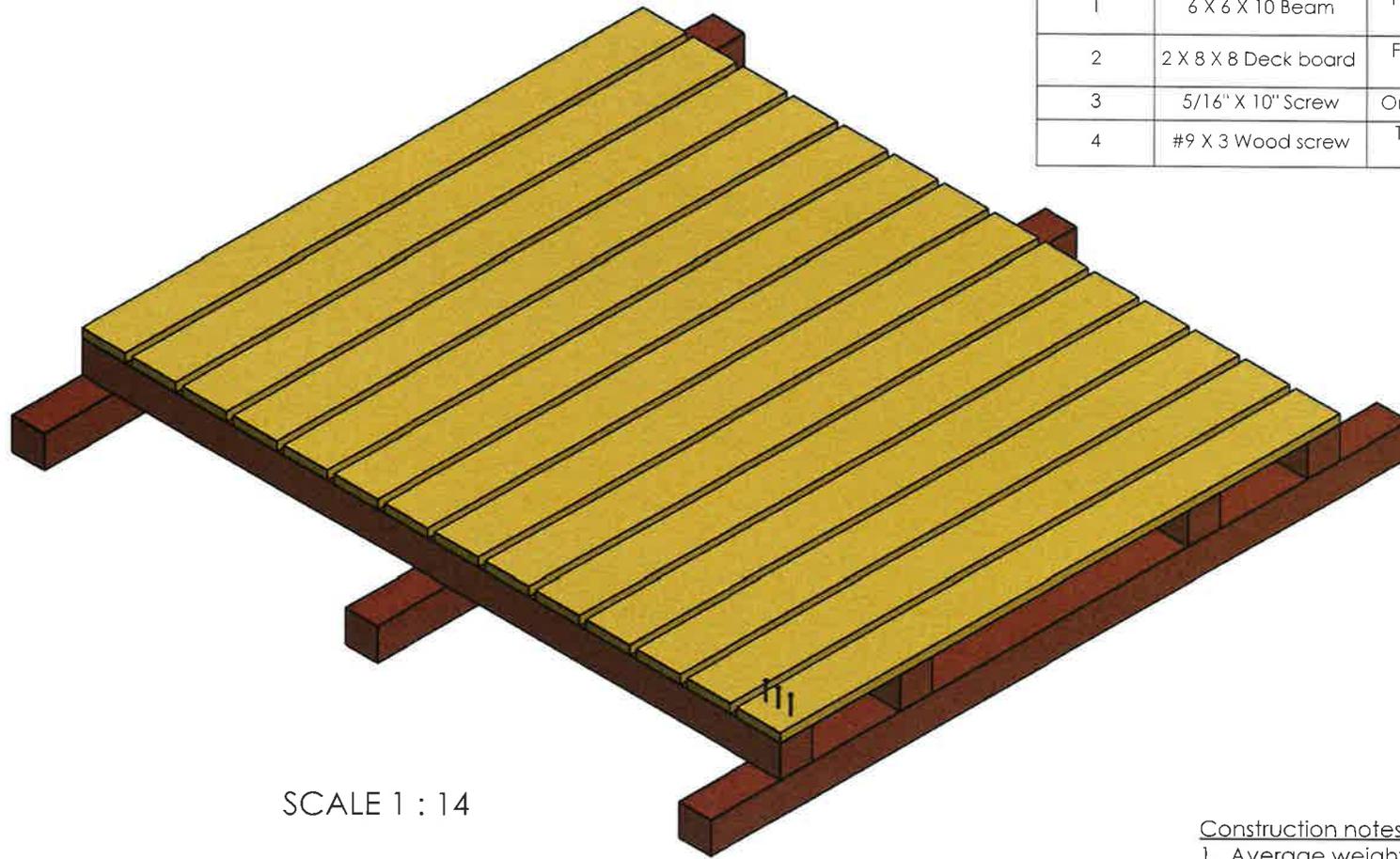
\_\_\_\_\_  
Rich Courtemanche,  
Land Commissioner, Date

\_\_\_\_\_  
Print Contractor Name

\_\_\_\_\_  
Contracting Company Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
Social Security or Taxpayer I.D.



SCALE 1 : 14

ITEM NO.	PART NUMBER	DESCRIPTION	QTY.
1	6 X 6 X 10 Beam	Foundation grade S4S Southern Yellow Pine	7
2	2 X 8 X 8 Deck board	Foundation grade S4S Southern Yellow Pine	14
3	5/16" X 10" Screw	One screw per beam intersection	12
4	#9 X 3 Wood screw	Three screws per board/beam intersection	168

Construction notes:

1. Average weight of constructed section= 1350 lbs.
2. Section load tested at 12,000 lbs.
3. Designed by: **Over the Hills Gang ATV Club**

	NAME	DATE
DRAWN	OTHG	12/15/20
CHKD		
APPVD		
MFG		
Q.A		

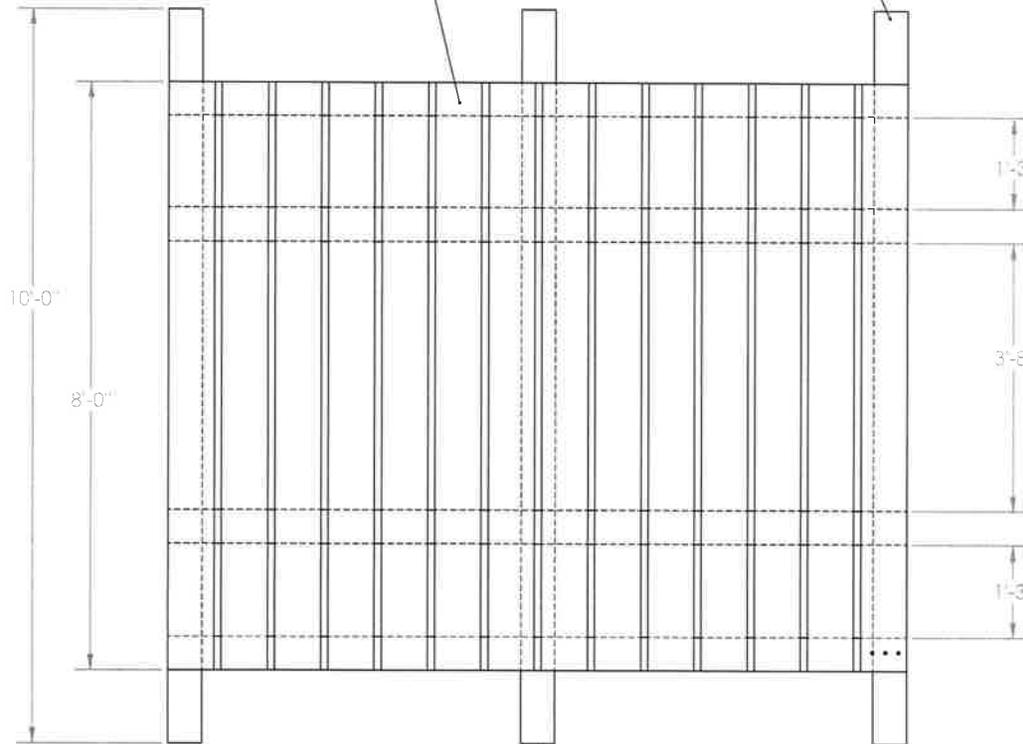
TOLERANCES:  
 XX = 1"  
 XXX = 1/2"  
 LINEAR:  
 ANGULAR: ±.5°  
 MATERIAL: TYPE  
 S4S Lumber  
 WEIGHT:

TITLE:  
 Puncheon Section  
 Projected view

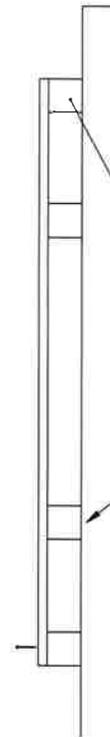
SCALE: NONE	SHEET 2 OF 2	REV A
-------------	--------------	----------

14 (2" X 8" X 8") Equally spaced  
Actual 1 1/2" X 7 1/2" X 8"  
End boards line up with ends of 6" X 6"

3 (6" X 6" X 10')  
Actual 5 1/2" X 5 1/2" X 10'



ITEM NO.	PART NUMBER	DESCRIPTION	QTY.
1	6 X 6 X 10 Beam	Foundation grade S4S Southern Yellow Pine	7
2	2 X 8 X 8 Deck board	Foundation grade S4S Southern Yellow Pine	14
3	5/16" X 10" Screw	One screw per beam intersection	12
4	#9 X 3 Wood screw	Three screws per board/beam intersection	168

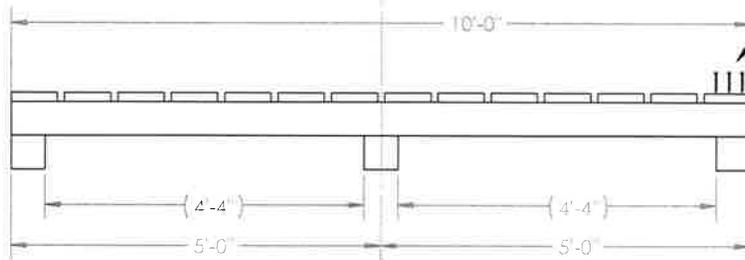


4 (6" X 6" x 10')  
Actual 5 1/2" X 5 1/2" X 10'

Timbers attached by 5/16 X 10" screw  
4 places = 12 total

3-#9 x3" Wood screw  
12 per board

- Construction notes:
1. Average weight of constructed section= 1350 lbs.
  2. Section load tested at 12,000 lbs.
  3. Designed by: **Over the Hills Gang ATV Club**



TOLERANCES:  
.XX = 1"  
.XXX = 1/2"  
LINEAR:  
ANGULAR: ±.5°

TITLE:  
**Puncheon Section**

	NAME	DATE
DRAWN	OTHG	12/15/20
CHKD		
APPV'D		
MFG		
QA		

MATERIAL: TYPE  
**S4S Lumber**

SCALE: NONE

SHEET 1 OF 2

REV  
A