



AGENDA ITEM #9.1

REPORT TO CITY COUNCIL

Report Prepared by: Tim Houle

Date: February 2, 2016

Subject: CSAH 11 Temporary Route Conditions

Report: At the January City Council Meeting, draft conditions were presented for Mathiowetz's proposed re-route of CSAH 11 to facilitate construction of the CSAH 11 interchange with the new 4-lane divided Highway 371. At this meeting, the Council approved the "Derksen Road" route for CSAH 11. While it seemed the Council was in consensus with the conditions, the approval did not include the conditions. Since then, we adjusted some language to (hopefully) reflect Mathiowetz's requests/comments from that night. The revised conditions are noted below. Please note that item number 13 includes an expenditure of \$15,000 in City funds to contribute toward the paving of Derksen Road.

- 1) The City's approval is contingent on the County's approval (they have weighed in and are in agreement with these conditions – the County will not have a separate agreement) and on MnDOT's original Design-Build Contract.
- 2) The two main reasons (there are others) a re-route is being considered is for safety and to continue relatively uninterrupted traffic flow. Mathiowetz will ensure both of these conditions are met. This will include, but not be limited to, a safe design and construction, proper signing and pavement markings, etc. as well as providing immediate adjustments to promote safety; and minimal construction equipment

crossings (with proper advance signage and flagging) of the re-routed CSAH 11.

“Minimal crossings” will be defined as one set crossing location, crossings not occurring from 7 am to 9 am and 2 pm to 4 pm (afternoon mainly due to school dismissal times), crossings not occurring after noon on Fridays or the day before a Holiday, and crossings not occurring when it adversely backs up traffic (i.e. in the case of special events outside these other limits), unless prior approval is obtained from MnDOT in coordination with the County and the City.

- 3) The temporary re-route location will be as indicated on the attached one-page figure. Mathiowetz will submit “final design” documents for MnDOT, County, and City review and approval. Mathiowetz will pay for ALL aspects of survey, design, temporary easements, construction, operation, and maintenance of this temporary re-route unless otherwise indicated.
- 4) The present Highway 371 – including from the existing stop light at CSAH 11 south to wherever the re-route intersects Highway 371 – will remain the responsibility of MnDOT. The existing CSAH 11 west of the interchange construction and the existing CSAH 11 east of the point where the eastern end of this proposed re-route connects to the existing CSAH 11 will remain the responsibility of the County.
- 5) The duration of this temporary re-route will be from approximately mid-May 2016 until November 30, 2016. Should the re-route need to continue longer than this (either in 2016 or into 2017 after a 2016-2017 winter shut-down), Mathiowetz shall come back to the City and the County and request an appropriate extension and re-negotiation of these conditions.
- 6) CSAH 11 is a part of the Paul Bunyan Scenic Byway system. Mathiowetz shall provide minimum 4-foot wide shoulders to accommodate possible users of the Byway. Mathiowetz shall coordinate with MnDOT (and in turn, the DNR and the Byway Association) on coordinating and providing signing along the Paul Bunyan Trail and CSAH 11 giving direction as to how multi-modal users should travel the Byway. This coordination includes the Byway’s website.

- 7) Trail Crossing signage (both advance and at the trail) shall be provided on the temporary re-route where crossing the Paul Bunyan Trail and on the Trail itself.
- 8) A signage and pavement marking plan for the temporary re-route (at a minimum, as indicated on the attached) shall be provided to the County, the City, and MnDOT for their review and approval.
- 9) It is acknowledged by Mathiowetz that conditions can change during construction. Mathiowetz will pay for all design, construction, construction, and maintenance of signage and pavement marking changes needed as conditions, traffic patterns, unanticipated congestion, etc. dictate during construction on the re-route or on adjacent roadways directly caused by the re-route; the determination of such which will be at the sole discretion of either the City or the County (and then working with and through MnDOT).
- 10) Mathiowetz shall include directional signage from multiple directions directing traffic to downtown Pequot Lakes businesses. Mathiowetz shall provide signage sizes, shapes, and colors appropriate for the speeds of the roadways. At a minimum, on northbound existing Highway 371 south of the temporary re-route, Mathiowetz shall provide a "YES! Pequot Lakes' Businesses are Open" (or similar wording) sign with a straight arrow. At a minimum, on westbound temporary re-route east of existing Highway 371, Mathiowetz shall provide a "YES! Pequot Lakes' Businesses are Open" (or similar wording) advance sign with an up and to the right arrow. At a minimum, on westbound temporary re-route just east of existing Highway 371, Mathiowetz shall provide a "YES! Pequot Lakes' Businesses are Open" (or similar wording) sign with a right arrow.
- 11) Mathiowetz shall coordinate with the Chamber on space for them to provide banners and signage on posts / poles / stands for various special events that change on a weekly basis during the duration of the temporary re-route.
- 12) Mathiowetz shall include directional signage from multiple directions directing traffic towards Breezy Point. Mathiowetz shall provide signage sizes, shapes, and colors appropriate for the speeds of the roadways. At a minimum, on northbound existing Highway 371 south of the temporary re-route, Mathiowetz shall provide a "Breezy Point" sign with an up and

to the right arrow. At a minimum, on southbound existing Highway 371 north of the temporary re-route, Mathiowetz shall provide a “Breezy Point” sign with an up and to the left arrow.

- 13)The East Frontage Road shall have, at a minimum, two 12 feet wide paved travel lanes, two 4-foot wide paved shoulders, and consist of a minimum of 4 inches of bituminous over 6 inches of Class 6 aggregate base over 12 inches of Select Granular Material on a prepared subgrade. Derksen Road shall have, at a minimum, two 12 feet wide paved travel lanes, two 4-foot wide paved shoulders, and consist of a minimum of 4 inches of bituminous over 6 inches of Class 6 aggregate base on a prepared subgrade. For the Derksen Road construction, the City will contribute \$15,000.
- 14)At the County’s or City’s sole determination, if either the County or the City directs Mathiowetz to repair a distressed pavement situation, improper signage, or unsuitable pavement markings, Mathiowetz needs to be prepared to immediately correct and repair the situation within 24 hours.
- 15)Mathiowetz shall provide additional barricades and appropriate signing at Old 371 to control, limit, and minimize opportunities for thru traffic up and down Old 371 (residential areas along portions; and pavement conditions in areas not set up for increased traffic) while providing for local traffic – adjacent property owners’ use of Old 371.
- 16)Per the Design-Build Contract, Mathiowetz shall notify MnDOT, the County, the City, the School District, emergency services (State Patrol, County Sheriff, County E-911, ambulance, City Police, and Fire Department), and the Chamber at least a week in advance of any requested changes to the temporary re-route or its related components. Only MnDOT – after reviewing and obtaining approval of the City and the County - can authorize a requested change to the temporary re-route and its related components.

As this requirement is already in the Design-Build Contract, this condition will get deleted from the final version.

- 17)Per the Public Information Plan required in the Design-Build Contract, Mathiowetz - in coordination with the City, the County, and MnDOT –

will conduct weekly meetings that the public can attend, ask questions and express concerns, get answers, and obtain information. Other communication approaches in lieu of weekly meetings will be considered.

As this requirement is already in the Design-Build Contract, this condition will get deleted from the final version.

18) Per the Design-Build Contract, Mathiowetz shall immediately (less than 12 hours) remove any and all road kill and debris from the roadway.

As this requirement is already in the Design-Build Contract, this condition will get deleted from the final version.

19) Per the Design-Build Contract, Mathiowetz is responsible for routine maintenance within the Project Limits and on all temporary facilities. The County and City understand that this would require Mathiowetz to have a sweeper / pick-up broom available on-site to sweep the roadway. The County will address any non-routine maintenance activities (Book 2, Section 19.4.1) that Mathiowetz is not responsible for.

20) Per the Design-Build Contract (Book 2, Section 19.4.2.1.1), MnDOT, the County, and cities are responsible for snow and ice removal. Due to the increased length and temporary re-routing of CSAH 11 – besides the existing CSAH 11 blocked off by construction – the City and County will have to work out a plan for snow and ice removal on the existing CSAH 11 west of the interchange construction.

21) The City is conducting a construction project at the wastewater treatment facility in 2016 with construction access anticipated on Derksen Road. Mathiowetz shall provide for unimpeded access for the City's construction contractor.

22) Per the Design-Build Contract, Mathiowetz shall restore any damage to infrastructure (e.g. curb and gutter) due to damage caused by traffic during the temporary re-route period.

As this requirement is already in the Design-Build Contract, this condition will get deleted from the final version.

23) Per the Design-Build Contract, Mathiowetz shall restore all infrastructure (e.g. pavement striping and signage) to pre-temporary re-route conditions.

As this requirement is already in the Design-Build Contract, this condition will get deleted from the final version.

24) Per the Design-Build Contract, Mathiowetz shall work with all utility companies on temporary utilities, utility relocations, and restoring utilities to pre-temporary re-route conditions.

As this requirement is already in the Design-Build Contract, this condition will get deleted from the final version.

25) Per the Design-Build Contract, If the City, County, or MnDOT needs to take care of any situations that Mathiowetz will not address after notification, Mathiowetz will be billed as the County or City, in their sole discretion, deems appropriate.

As this requirement is already in the Design-Build Contract, this condition will get deleted from the final version.

26) Unless otherwise indicated, all of the above will be at no additional cost to the City, the County, or MnDOT.

We also went through the above conditions with the County and MnDOT. The County is in agreement. MnDOT says it is coordinated with the Design-Build Contract Documents. We sent these revised conditions to Mathiowetz and we have not heard back from them yet. Once Mathiowetz approves the conditions, we will put together an Agreement that will be signed by all parties. If Mathiowetz makes further comments, we could have the Highway 371 City Coordination Team review any such comments and present them at the next Council meeting.

Council Action Requested: Council motion approving the CSAH 11 temporary route conditions as presented contingent on approval from Mathiowetz Construction.

