

AMENDED ITEMS—MAY 20, 2013

CONSENT AGENDA:

h. Contract approval

SUGGESTED MOTION:

Move to authorize the chairman to sign the following contract(s) submitted by respective department head(s), subject to state's attorney approval:

- Moore Engineering, Inc.—survey work for Cass County Highway 15 construction project in Kindred.

REGULAR AGENDA:

2a. Remove item regarding resolution extending temporary open burn ban

The burn ban that was issued by the Sheriff's Office on Monday, May 13th was lifted on Thursday, May 16th, so the resolution is no longer needed.

RECEIVED

MAY 17 2013

CONTRACT APPROVAL REQUEST

COMPANY REQUESTING CONTRACT: Moore Engineering, 925 10th Avenue
East, West Fargo, ND 58078

CASS COUNTY COMMISSION

DATE OF REQUEST: May 17, 2013

DATE OF EXPECTED RETURN
TO THE COMMISSION OFFICE:
May 20, 2013

DEPARTMENT HEAD REQUESTING SIGNATURE: *FOR: Jason Benson*
STATES ATTORNEY SIGNATURE: Jason Benson, 298-2372

STATES ATTORNEY COMMENTS: _____

PORTFOLIO COMMISSIONER SIGNATURE:

NOTE: This is for survey work for Cass County Highway 15 construction in Kindred, ND.
The quote for detailed construction staking is \$20,000.

SUGGESTED MOTION: AUTHORIZE CHAIRMAN TO SIGN CONTRACT
WITH MOORE ENGINEERING IN THE AMOUNT OF \$20,000 UPON RECEIPT
AND SUBJECT TO THE STATE'S ATTORNEY APPROVAL.



April 26, 2013

Consulting Engineering
Land Surveying

Mr. Tom Soucy – Design and Construction Supervisor
Cass County Highway Department
1201 Main Avenue West
West Fargo, ND 58078

Re: Cass County Highway 15 Construction Phase Services
Cass County Project No. CH 1107

Dear Tom:

As requested, Moore Engineering is pleased to provide to you a proposal to perform construction phase services for the above referenced project. We have qualified staff available to begin work immediately as requested.

To complete the tasks listed, we have estimated an hourly, not to exceed budget per task which is identified below.

Construction Phase Engineering - \$60,000

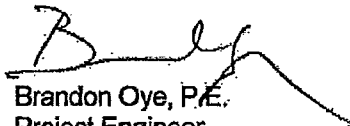
Resident Project Representative - \$85,000

Detailed Construction Staking - \$20,000

Please review the attached detailed hours and associated cost for the tasks. Upon acceptance by the County, we will prepare an amendment to the contract to add construction phase services to our existing contract.

If there are any questions or comments on our project scope or if there are any modifications needed to secure the job, please contact me at 701-282-4692.

Sincerely,



Brandon Oye, P.E.
Project Engineer

925 10th Avenue East
West Fargo, ND 58078

T: 701.282.4692
F: 701.282.4530

www.mooreengineeringinc.com

CASS COUNTY GOVERNMENT ENGINEERING SERVICES AGREEMENT

Project Numbers: Cass County – CH1107
Location: Cass Highway 15, Kindred, ND
Type of Construction: Highway Reconstruction

THIS AGREEMENT is entered into by and between Cass County, hereinafter known as the County, and Moore Engineering Inc. of West Fargo, North Dakota hereinafter known as Engineer.

I.

The Engineer shall perform the needed detailed construction staking services only per attached letter dated April 26, 2013.

II.

The County will pay the Engineer as follows:

- A. Maximum Payment: The total contract cost to be per attached standard hourly rates not to exceed \$20,000.00 unless changed according to Section VI.

III.

The work under this agreement shall be performed as required to meet the project requirements and the contractor's work schedule.

IV.

Duly authorized representatives of the County, North Dakota Department of Transportation, and Federal Highway Administration (FHWA) shall have right to inspect and copy the Engineer's plans, files, and records relating to the work included in this agreement.

All books, documents, papers, accounting records, and other evidence pertaining to the cost incurred under the agreement shall be retained by the Engineer and available for inspection by the County, North Dakota Department of Transportation, or FHWA for a period of three years after the date of final payment.

The files and records shall be available in the Engineer's office located at Moore Engineering, Inc.

V.

The Engineer warrants that he has not employed or retained any company or person, other than a bona fide employee working solely for the Engineer, to solicit or secure this agreement, and that he has not paid or agreed to pay any company or person, other than bona fide employees working solely for the Engineer, any fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award or making of this agreement. For breach or violation of this warranty, the County and North Dakota Department of Transportation shall have the right to annul this agreement without liability, or to deduct from the agreement price or consideration or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

VI.

No change in the type or extent of the work to be performed by the Engineer shall be made except by supplemental agreement in writing between the County and the Engineer. The supplemental agreement shall set forth the proposed changes of work, extension of time for preparation of the plans, and adjustment to the fee to be paid by the County to the Engineer, if any. On federal-aid participating projects any supplemental agreement must be approved by the North Dakota Department of Transportation.

VII.

This agreement may be terminated by the County and North Dakota Department of Transportation at any time upon written notice to the Engineer. In the event that such termination should take place before the completion of the total work to be performed hereunder the County will pay the Engineer for the completed hourly work not to exceed the total work to be performed under this contract, \$20,000.00. The original copies of all drawing, prints, plans, and field notes prepared by the Engineer prior to said termination shall become the property of the County. Such termination shall not affect any legal right of the County against the Engineer for any breach of this agreement.

VIII.

The Engineer shall indemnify, save, and hold harmless the County and/or North Dakota Department of Transportation and employees thereof, from any and all claims, demands, actions arising out of the negligent acts, errors, or omissions of the Engineer, his employees, or agent, in the performance of the agreement, or matters incidental thereto.

Any and all persons employed directly or indirectly by the Engineer who are engaged in the performance of any work or services required of the Engineer under this agreement shall be considered employees of the Engineer only and not of the County and North Dakota Department of Transportation.

The Engineer shall comply with applicable federal state and local laws together with all applicable ordinances and regulations applicable to the work. He shall procure all licenses, permits, and other rights necessary for the fulfillment of his obligations under this agreement.

The appropriate professional engineer (P.E.) and/or land surveyor (L.S.) endorsement shall be placed on all documents, plans, or plats.

The Engineer shall comply with Title VI of the Civil Rights Act of 1964, Executive Order 112246 and Executive Order 11375. In accordance with the aforementioned act, no person in the United States shall, on the grounds of race, color, religion, sex, age, handicap, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this agreement.

IX.

The services of the Engineer to be performed hereunder are personal and shall not be assigned, sublet, or transferred, except specialized services or additional work items. If the specialized services or additional work exceeds \$10,000, the contract with the agency or firm doing the work shall contain all the provisions of this agreement. The Engineer shall not engage, on a full-or part-time or other basis during the period of this agreement, any professional or technical personnel who are or have been at any time during the period of the agreement in the employment of the FHWA, the North Dakota Department of Transportation, or the County, without the written consent of the public employer of such person.

X.

The Engineer shall obtain all risk record protection insurance to cover the loss of all survey notes or all other records or data obtained in connection with the work.

XI.

The Engineer is advised that his or her signature on this contract and/or agreement certifies that the company or any person associated with it is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency; has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three years; and has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction on any matter involving fraud or official misconduct within the past three years.

ATTESTED:

COUNTY OF CASS

County Auditor

Chairperson, Board of County Commissioners

Date

Nick Gludt – Vice President (Moore Engineering, Inc.)

Date

Worden, Heather

From: Rogness, Dave
Sent: Monday, May 20, 2013 8:52 AM
To: Burdick, Birch
Cc: Worden, Heather
Subject: burn ban extension
Attachments: Dave Rogness.vcf

Birch,
The burn ban that was put in effect by the Sheriff's Department on May 13 was lifted on Thursday, May 16. Therefore item 2.a. on the commission agenda for today can be dropped.
Dave

