

AMENDED ITEMS—AUGUST 5, 2013

CONSENT AGENDA:

**c. Special event permit**

SUGGESTED MOTION:

Move to approve a special event permit for the Red Baron Lounge & Pizza Pub to serve alcoholic beverages on August 3, 2013, during the hours of 5:00 PM to 12:00 AM for a wedding reception to be held at Bonanzaville, U.S.A. in West Fargo, North Dakota.

**f. 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:

- Midwest Testing—soil borings and testing for preliminary design associated with a grading project on Cass County Highway 38 from North Dakota State Highway 46 to I-94;
- Houston Engineering, Inc.—preliminary and final design services for a bridge replacement project in Amenia Township over the Rush River;
- Houston Engineering, Inc.—preliminary and final design services for a bridge replacement project in Normanna Township over the Sheyenne River;
- Houston Engineering, Inc.—preliminary survey for overlay turn lane design project on Cass County Highway 20 between I-29 and University Drive;
- KLJ, Inc.—preliminary and final design services for a bridge replacement project in Hill and Clifton Townships over the Maple River.

REGULAR AGENDA:

**4a. Flood Diversion Board of Authority billing for July**

SUGGESTED MOTION:

Move to approve the expenses for the Flood Diversion Board of Authority in the amount of \$567,426.21 for the month of July, 2013.

SPECIAL PERMIT

The Board of Cass County Commissioners hereby authorizes The Red Baron Lounge & Pizza Pub, an on and off sale (on sale, off sale OR on and off sale) alcoholic beverage licensee, whose address is 618 Front Street, Casselton ND 58012, and whose alcoholic beverage license was issued by the City of Casselton, License No. 301 and State License No. AA-02377, to conduct a special event, public dance, music festival, or public concert wherein alcoholic beverages will be sold on the date of August 3, 2013, at the location of Bonanzaville, U.S.A, 1351 West Main Avenue, in West Fargo, North Dakota.

By order of the Cass County Board of Commissioners this 5<sup>th</sup> day of August, 2013.

\_\_\_\_\_  
Chairman  
Cass County Commission

SEAL

SUGGESTED MOTION:

Move to approve a special event permit for The Red Baron Lounge & Pizza Pub to serve alcoholic beverages at a wedding reception on August 3, 2013, between the hours of 5:00 PM to 12:00 AM at Bonanzaville, U.S.A., 1351 West Main Avenue, West Fargo, North Dakota.

## Worden, Heather

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**From:** Wendy and Scott Mensing <redbaronlounge@live.com>  
**Sent:** Tuesday, July 30, 2013 2:35 PM  
**To:** Worden, Heather  
**Subject:** special permit

Heather Worden  
Cass County Commission Secretary  
PO Box 2806  
Fargo, ND 58108

Dear Commission:

Please accept this letter as our request for a Special Events Permit to provide beer and wine for a wedding on Sat. August 3rd at Bonanzaville, from 5pm to midnight.

The Red Baron Lounge and Pizza Pub will be handling the beer and wine. Our liquor license number is Casselton"301 and State #AA-02377".

Any questions please call me at 347-4333.


Sincerely,

Scott Mensing, Owner  
SWM Inc.  
dba Red Baron Lounge and Pizza Pub  
618 Front St.  
Casselton, ND 58012

### CONTRACT APPROVAL REQUEST

COMPANY REQUESTING CONTRACT: Midwest Testing, 4102 7<sup>th</sup> Ave N, Fargo, ND 58102-2923

DATE OF REQUEST: August 2, 2013	DATE OF EXPECTED RETURN TO THE COMMISSION OFFICE: August 5, 2013
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DEPARTMENT HEAD REQUESTING SIGNATURE: *Jason Benson, 298-2372* 

STATES ATTORNEY SIGNATURE: \_\_\_\_\_

STATES ATTORNEY COMMENTS: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**PORTFOLIO COMMISSIONER SIGNATURE:**

**NOTE:** At the July Road Advisory Meeting the project to Regrade Cass 38 from ND46 to I94 was presented. This is a long range project for 2015 and 2016 and are considered projects CH1304 and CH1305. The initial design phase needs to begin to complete the preliminary design and to start acquiring the necessary right of way. As part of the preliminary design, it is necessary to complete soil borings and testing.

Cass County Highway Department recommends awarding Midwest Testing Terracon the geotechnical testing for CH1304 and CH1305 for Cass County based on their proposal. This project will come at a cost of \$11,500.00 to \$13,000.00.

**SUGGESTED MOTION:** AUTHORIZE CHAIRMAN TO SIGN TASK ORDER FOR CH1304 AND CH1305 WITH MIDWEST TESTING FOR CASS COUNTY ENGINEERING SERVICES.



July 23, 2013

Cass County Highway Department  
1201 Main Avenue West  
West Fargo, ND 58078

Attn: Mr. Tom Soucy  
T: 701.4282.2226  
E: [soucyt@casscountynd.gov](mailto:soucyt@casscountynd.gov)

**Re: Proposal for Geotechnical Engineering Services  
County Highway 38 Reconstruction  
Cass County, North Dakota  
Midwest Testing/Terracon Proposal No. PM1130236**

Dear Mr. Soucy:

Midwest Testing Laboratory (a Terracon Company) appreciates the opportunity to submit this proposal to provide geotechnical engineering services for the above referenced project. The purpose of this study will be to evaluate the pertinent geotechnical conditions at the site and to develop geotechnical parameters, which will assist in the design and construction of the project. This proposal outlines our understanding of the project, defines the scope of services and provides an estimated fee for our services.

## A. PROJECT INFORMATION

### Site Description

ITEM	DESCRIPTION
Location	Cass County Highway 38, from State Highway 46 to Interstate Highway 94.
Current ground cover	Asphalt pavement.
Existing topography	Rural highway section with ditches.

### Project Description

ITEM	DESCRIPTION
Improvements	Reconstruct County Highway 38 with shoulder widening and minor grade change (<3 feet) in isolated low areas.
Pavement Section	Bituminous surfacing over mine and blend grading.

Should any of the above information or assumptions be inconsistent with the planned construction, please let us know so that we may make any necessary modifications to this proposal.

MTL – A Terracon Company 4102 7<sup>th</sup> Avenue North Fargo, North Dakota 58108-3042  
P [701] 282 9633 F [701] 282 9635 [terracon.com](http://terracon.com)

Geotechnical

Environmental

Construction Materials

Facilities

**Proposal for Geotechnical Engineering Services**  
County Highway 38 Reconstruction ■ Cass County, North Dakota  
July 23, 2013 ■ Terracon Proposal No. PM1130236



## **B. SCOPE OF SERVICES**

The services to be provided by Midwest Testing/Terracon are summarized in the following paragraphs.

Field Program – As requested, our fieldwork would consist of a total of 17 soil test borings for the project. Thirteen (13) borings would be extended to a depth of six feet for determining existing pavement and gravel base thicknesses and subgrade soils. The other four (4) borings would be taken to 15 feet to determine deeper soil conditions in areas near small bodies of water.

Soil sampling will be performed in accordance with ASTM D1586 and D1587. In addition we will observe and record ground water levels during and after drilling. Once the samples have been collected and classified in the field, they will be placed in appropriate sample containers for transport to our laboratory. Bulk samples will also be obtained for determining moisture-density relations (Standard Proctor) and CBR (California Bearing Ratio).

Conditions/Items to be provided by Client: Items to be provided by the client include the right of entry to conduct the exploration and an awareness and/or location of any private subsurface utilities existing in the area. We will contact North Dakota One Call for location of utilities in public easements. Location of private lines on the property is not part of the North Dakota One Call or Midwest Testing/Terracon scope of work. All private lines should be marked by others prior to commencement of drilling.

Midwest Testing/Terracon will take reasonable efforts to reduce damage to the property, such as rutting of the ground surface. However, it should also be understood that in the normal course of our work some such disturbance could occur. We have not budgeted to restore the site beyond backfilling our boreholes. If there are any restrictions or special requirements regarding this site or exploration, these should be known prior to commencing field work.

Our fee is based upon the site being accessible to our truck-mounted drilling equipment; additional costs may result if this is not the case. It does not include services associated with site clearing, wet ground conditions, tree or shrub clearing, damage of existing crops / landscape or location of underground utilities beyond contacting a "one-call" locate service. If such conditions are known to exist on the site, Midwest Testing/Terracon should be notified so that we may adjust our scope of services and fee, if necessary.

For safety purposes, all borings will be backfilled and patched immediately after their completion. Excess auger cuttings would be disposed of on the site.

**Proposal for Geotechnical Engineering Services**  
County Highway 38 Reconstruction ■ Cass County, North Dakota  
July 23, 2013 ■ Terracon Proposal No. PM1130236



Laboratory Testing – The samples will be tested in our laboratory to determine physical engineering characteristics. Testing will be performed under the direction of a geotechnical engineer and will include moisture content, Atterberg limits, grain size analysis, standard proctor and CBR.

Engineering Analysis and Report – The results of our field and laboratory programs will be evaluated by a professional geotechnical engineer licensed in the State of North Dakota. Based on the results of our evaluation, an engineering report will be prepared that will include the following:

- Boring logs with soil stratifications based on visual soil classification.
- Summarized laboratory data.
- Groundwater levels observed during and after completion of drilling.
- Boring location plan.
- Subsurface exploration procedures.
- Encountered soil conditions.
- Subgrade preparation/Compaction testing recommendations.
- Subgrade CBR recommendation.
- Construction difficulties.

Schedule - We can generally begin the field exploration program within about one to two weeks after receipt of our signed Task Order, if site and weather conditions permit. We estimate the final geotechnical report can be completed within about three weeks after the soil borings are completed. In situations where information is needed prior to submittal of our report, we can provide verbal information or recommendations for specific project requirements after we have completed our field and laboratory programs.

## **C. COMPENSATION**

For the scope of geotechnical services outlined in this proposal that includes drilling, laboratory testing and an engineering report, we estimate the total cost for this work would range from \$11,500.00 to \$13,000.00. Unless instructed otherwise, the invoice will be sent to your attention at the above address.

## **D. AUTHORIZATION**

This proposal may be accepted by executing the attached Task Order and returning one copy along with this proposal to Midwest Testing/Terracon. This proposal is valid only if authorized within sixty days from the listed proposal date.

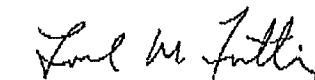
**Proposal for Geotechnical Engineering Services**  
County Highway 38 Reconstruction ■ Cass County, North Dakota  
July 23, 2013 ■ Terracon Proposal No. PM1130236



We appreciate the opportunity to provide this proposal and look forward to the opportunity of working with you.

Sincerely,  
**Midwest Testing Laboratory, A Terracon Company**

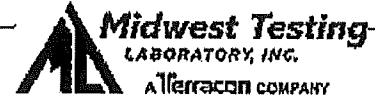
  
Theodore J. Engelstad, P.E.  
Office Manager

  
Loel M. Fetting, P.E.  
Geotechnical Department Manager

Copies to: Via e-mail and constitutes the original. A hard copy will not be mailed.

Attachments: Task Order





Reference Number: PM1130238

**MASTER SERVICES AGREEMENT****TASK ORDER**

This **TASK ORDER** is issued under the **MASTER SERVICES AGREEMENT** (dated 04/01/2013, agreement reference number M113003) between Cass County Commission ("Client") and Midwest Testing Laboratory, Inc. ("Consultant") for Services to be provided by Consultant for Client on the County Highway 38 Reconstruction – State Hwy 46 to I-94, Cass County, North Dakota project ("Project"), as described in the Project Information section of the Consultant's Task Order Proposal dated 07/23/2013 ("Task Order Proposal") unless the Project is otherwise described below or in Exhibit A to this Task Order (which section or Exhibit are incorporated into this Task Order). This Task Order is incorporated into and part of the Master Services Agreement.

**1. Project Information**

County Highway 38 Reconstruction  
State Hwy 46 to I-94  
Cass County, North Dakota

**2. Scope of Services** The scope of Services to be provided under this Task Order are described in the Scope of Services section of the Consultant's Task Order Proposal, unless Services are otherwise described below or in Exhibit B to this Task Order.

See proposal.

**3. Compensation** Client shall pay compensation for the Services performed at the fees stated in the Task Order Proposal unless fees are otherwise stated below or in Exhibit C to this Task Order.

See proposal.

All terms and conditions of the **Master Services Agreement** shall continue in full force and effect. This Task Order is accepted and Consultant is authorized to proceed.

Consultant: Midwest Testing Laboratory, Inc.  
By: *Theodore J Engelstad* Date: 7/23/2013  
Name/Title: Theodore J Engelstad, PE / Office Manager  
Address: 4102 7th Ave. N.  
Fargo, ND 58102-2923  
Phone: (701) 282-9633 Fax: (701) 282-9635  
Email: tjengelstad@terracon.com

Client: Cass County Commission  
By: \_\_\_\_\_ Date: \_\_\_\_\_  
Name/Title: \_\_\_\_\_  
Address: 211 9th St. S.  
Fargo, ND 58103  
Phone: (701) 241-5609 Fax: (701) 297-8007  
Email: \_\_\_\_\_

### CONTRACT APPROVAL REQUEST

COMPANY REQUESTING CONTRACT: Houston Engineering, Inc., 1401 21<sup>st</sup> Avenue North, Fargo, ND 58102

DATE OF EXPECTED RETURN  
TO THE COMMISSION OFFICE:

DATE OF REQUEST: August 2, 2013

August 5, 2013

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



STATES ATTORNEY COMMENTS: \_\_\_\_\_

PORTFOLIO COMMISSIONER SIGNATURE:

**NOTE:** This contract is to obtain the services of Houston Engineering, Inc. to complete the preliminary design and final design project CB1301, a bridge replacement in Amenia Township over the Rush River. This project is planned for construction in 2014 as presented at the July Road Advisory Meeting. Due to the size of this bridge, the design exceeds the capabilities of our internal engineering resources. Therefore, contracting with Houston Engineering, Inc. to complete this work is the best option.

This project will include a new bridge between sections 27/28 Amenia Township. This is a County bridge with a posted limit of 27 tons and a rating of 57.3. The total length is 62 feet and was built in 1955. Replacing the structure as it has a restrictive load rating.

**SUGGESTED MOTION:** AUTHORIZE CHAIRMAN TO SIGN CONTRACT WITH HOUSTON ENGINEERING IN THE AMOUNT OF \$52,666.00 TO COMPLETE THE PRELIMINARY DESIGN, PROJECT CONCEPT REPORT AND FINAL DESIGN OF PROJECT CB1301.

**CASS COUNTY GOVERNMENT ENGINEERING SERVICES AGREEMENT**

Project Numbers: Cass County – CB1301  
Location: Section 27/28 Amenia Township  
Type of Construction: Preliminary Design and Final Design

**THIS AGREEMENT** is entered into by and between Cass County, herein after known as the County, and Houston Engineering of Fargo, North Dakota hereinafter known as Engineer.

**I.**

The Engineer shall perform the needed detailed construction design services only per attached letter dated July 24, 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 \$52,660.00 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 Houston 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. 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

\_\_\_\_\_  
Houston Engineering

\_\_\_\_\_  
Date

**APPENDIX A**  
**Scope of Services**  
*Bridge Project CB 1301 – Bridge 09-121-17.0*  
**Amenia Township, West of Amenia**  
**Structure Replacement & Any Approach Roadway Grading**  
**Township Bridge over Rush River**  
**Dated July 24, 2013**

## **PROJECT DESCRIPTION**

The proposed construction includes a bridge replacement project with anticipation that traffic will NOT be maintained through the project. The existing bridge and approach roadways are impacted by floods with the bridge also being functionally obsolete. The bridge is located on a north - south township route in Section 27- 28 of Amenia Township, west of the town of Amenia and parallel to ND 18.

Proposed work includes bridge replacement with Traffic control consisting of a road closure / detour. The hydrology and hydraulic analysis is partially complete and will be finalized in conjunction with the bridge design. Several bridge alternatives and road alignments may be investigated prior to final design.

## **1.0 PROJECT MANAGEMENT**

### **1.1. Work Plan**

All design and project data will become the property of Cass County upon completion of the final submittal. All project information will be submitted in the following formats and standards.

- AutoCAD Civil 3D

### **1.2 Internal Project Development and Staff Meetings**

The Consultant shall schedule activities to meet the milestone dates listed below.

HEI will commit the resources as necessary to complete all project development activities by the requested date of 02/07/2014.

<b>DESCRIPTION</b>	<b>PROJ. END DATE</b>
PRELIMINARY COORDINATION & KICK OFF	09/01/2013
COMPLETE GROUND SURVEY	09/15/2013
COMPLETE HYDRAULIC STUDY	10/01/2013
WETLAND DELINEATION	09/30/2013
404 PERMIT APPLICATION	11/15/2013
95% PLANS	01/17/2014
FINAL PLANS	01/31/2014
PROJECT DEVELOPMENT COMPLETION	02/07/2014
1.3    Coordination and Design Team Meetings with NDDOT and Cass County	
<p>The Consultant shall have a representative available for meetings with Cass County and NDDOT staff to discuss and review the schedule, current status, and other pertinent issues through the duration of the project.</p>	
1.4    Field Review/Kick off/TSL Meeting	
<p>A field review / TSL / Kick off meeting will be held between the vested parties to disseminate previously gathered information and discuss important aspects of the project going forward.</p>	
1.5    Construction Support	
<p>Provide construction support for questions arising during construction, including shop drawing review and coordination.</p>	
<b>2.0    PCR/PLANNING/ENVIRONMENTAL – NOT REQUIRED</b>	
<b>3.0    USACE PERMITTING COORDINATION</b>	
3.1    HEI will coordinate and submit necessary permit applications on behalf of the County. A 404 permit is listed in the milestones if needed.	
<b>4.0    PRELIMINARY SURVEY</b>	
4.1    Perform topographic survey for location and elevation for bridge replacement and approach roadways. Set control and project benchmark. Stream cross-sections were completed for the hydraulic study.	

## 5.0 FINAL DESIGN

### 5.1 Project Quantities

Estimate proposed quantities needed to build the project. Major items include earthwork, bridge concrete & steel, gravel surfacing and guardrails.

### 5.2 Construction Phasing and Construction Traffic Control

The proposed construction includes a bridge replacement on CR36, a north - south County route with anticipation that traffic will be maintained on a detour and the road will be closed near the bridge.

### 5.3 Construction Cost Estimate

Estimate construction cost based on an accurate quantity take-off. Utilize historic and regional pricing for construction unit pricing.

### 5.4 Structure Design & Approach Roadways/Alternatives

Final bridge plans will be completed for the structure replacement and other roadway improvements and submitted to the County for review.

The bridge will be designed per standard NDDOT design manual (where applicable) and AASHTO bridge design manual along with the Green Book for roadway design. Final geometrics will be submitted to the County for review prior to incorporation into the final plans.

**Because of the Rush River meanders, the bridge location and approach roadways may need to be relocated. Conceptual Alternatives will be developed for discussion and further investigation. At this time, the fee for the final bridge and roadway design ASSUMES the bridge will be rebuilt at the current location.**

### 5.5 Utility Coordination

HEI will work with the County to identify existing utilities currently utilizing the structure for duct banks or pipelines. In addition, the HEI team will work to identify any potential new or existing utilities that will need to utilize the bridge to carry utilities. Any potential conflicts will be identified and coordinated with the County per the milestone schedule.



#### 5.6 Final Plans – Revision and Submittal

Revisions from the 95% plan review will be incorporated into the final plans. The final plans submittal will include the special provisions, engineer's estimate, utility certification and right of way certification.

#### 5.7 Right of Way, Title Work, Plats, Abstracts, Appraisals, and Acquisition

If Right of Way is required, we anticipate that a change in scope will be required and additional time will be needed to complete this process.

#### 5.8 Final project submittals

The Consultant shall include all applicable electronic data such as Blue Top Report, construction staking report, DTM models, electronic data for GPS equipment and one (1) electronic copy of the project plans on compact disc or uploaded to the Cass County FTP site.

### 6.0 QC/QA

Specific QC/QA tasks related to preliminary and final plan review will be documented in employee comments correlating to time billed to the County. Designated employees will be responsible for specific QC/QA review of those areas assigned to them and record that time and provide comments.

### **Preliminary and Final Engineering – Cass County will:**

1. **Section 106 Compliance** – Provide a Section 106 Cultural Resource Survey and Report. We assume that the section 106 compliance will not be required unless R/W is obtained and that is not anticipated at this time.
2. **Approvals** – Obtain all approvals as necessary with information supplied by the Consultant.
3. **Section 404 Permit** – Obtain Section 404 permit for the project. At this time a 404 permit is expected and HEI will prepare the application.
4. **Traffic Data** – Provide existing and forecast traffic data.
5. **Geotechnical Evaluation** – Completed by Terracon



HoustonEngineering Inc.

Client: **Cass County**Project Name: **CB 1301 on Amenia Township System, See Appendix A for Scope of work  
Bridge Replacement and Approach Grading**Date: **7/24/2013****1. Project Management and Coordination**

	<u>Unit</u>	<u>Quantity</u>	<u>Rate</u>	<u>Cost</u>
Project Manager	hr	24	\$145.00	\$3,480.00
Project Engineer	hr	8	\$133.00	\$1,064.00
Professional Engineer	hr	12	\$119.00	\$1,428.00
Administrative Assltant	hr	4	\$60.00	\$240.00
Total =				\$6,212.00

**2. PCR, SOV, Planning and Environmental Analysis - NOT REQUIRED**

	<u>Unit</u>	<u>Quantity</u>	<u>Rate</u>	<u>Cost</u>
Project Manager	hr	0	\$145.00	\$0.00
Professional Engineer	hr	0	\$119.00	\$0.00
Graduate Engineer	hr	0	\$95.00	\$0.00
Administrative Assistant	hr	0	\$60.00	\$0.00
Total =				\$0.00

**3. USACE Nationwide Permitting**

	<u>Unit</u>	<u>Quantity</u>	<u>Rate</u>	<u>Cost</u>
Project Manager	hr	1	\$145.00	\$145.00
Project Engineer	hr	2	\$133.00	\$266.00
Environmental Scientist	hr	8	\$120.00	\$960.00
Administrative Assistant	hr	2	\$60.00	\$120.00
Total =				\$1,491.00

**4. Additional Preliminary Topographic Survey for Design Use**

	<u>Unit</u>	<u>Quantity</u>	<u>Rate</u>	<u>Cost</u>
Land Surveyor	hr	4	\$110.00	\$440.00
Survey Two-person crew	hr	20	\$140.00	\$2,800.00
GPS Equipment	hr/unit	30	\$25.00	\$750.00
Vehicle (suburbans/4-wd)	mi	60	\$0.75	\$45.00
Total =				\$4,035.00

**5. Final Design and Plan Preparation\***

	<u>Unit</u>	<u>Quantity</u>	<u>Rate</u>	<u>Cost</u>
Project Manager	hr	40	\$145.00	\$5,800.00
Design Engineer	hr	160	\$105.00	\$16,800.00
Senior CADD Operator	hr	200	\$74.00	\$14,800.00
Total =				\$37,400.00

\*Assume bridge location does not change, if it moves to a new location, additional fees will be needed.

**6. Implement HEI Internal QA/QC Plan and perform checks**

	<u>Unit</u>	<u>Quantity</u>	<u>Rate</u>	<u>Cost</u>
Project Manager	hr	10	\$145.00	\$1,450.00
Project Engineer	hr	6	\$133.00	\$798.00
Design Engineer	hr	6	\$105.00	\$630.00
GIS Specialist	hr	2	\$95.00	\$190.00
Land Surveyor	hr	2	\$110.00	\$220.00
Administrative Assistant	hr	4	\$60.00	\$240.00
Total =				\$3,528.00

**Total Estimated Cost = \$52,666.00**

**CONTRACT APPROVAL REQUEST**

COMPANY REQUESTING CONTRACT: Houston Engineering, Inc., 1401 21<sup>st</sup> Avenue North, Fargo, ND 58102

DATE OF EXPECTED RETURN  
TO THE COMMISSION OFFICE:

DATE OF REQUEST: August 2, 2013

August 5, 2013

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

STATES ATTORNEY COMMENTS: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

PORTFOLIO COMMISSIONER SIGNATURE:

**NOTE:** This contract is to obtain the services of Houston Engineering, Inc. to complete the preliminary design and final design project CB1302, a bridge replacement in Normanna Township over the Sheyenne River. This project is planned for construction in 2014 as presented at the July Road Advisory Meeting. Due to the size of this bridge, the design exceeds the capabilities of our internal engineering resources. Therefore, contracting with Houston Engineering, Inc. to complete this work is the best option.

This project will include a new bridge between sections 1/2 Normanna Township. This is a County bridge with a posted limit of 34 tons and a rating of 67.3. The total length is 112 feet and was built in 1956. Replacing the structure as it has a restrictive load rating and is a narrow bridge that has sustain ongoing flood damage.

**SUGGESTED MOTION:** AUTHORIZE CHAIRMAN TO SIGN CONTRACT WITH HOUSTON ENGINEERING IN THE AMOUNT OF \$40,344.00 TO COMPLETE THE PRELIMINARY DESIGN, PROJECT CONCEPT REPORT AND FINAL DESIGN OF PROJECT CB1302.

**CASS COUNTY GOVERNMENT ENGINEERING SERVICES AGREEMENT**

Project Numbers: Cass County – CB1302  
 Location: Section ¼ Normanna Township  
 Type of Construction: Preliminary Design and Final Design

**THIS AGREEMENT** is entered into by and between Cass County, herein after known as the County, and Houston Engineering of Fargo, North Dakota hereinafter known as Engineer.

**I.**

The Engineer shall perform the needed detailed construction design services only per attached letter dated July 24, 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 \$40,344.00 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 Houston 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. 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

\_\_\_\_\_  
Houston Engineering

\_\_\_\_\_  
Date

**APPENDIX A**  
Scope of Services  
*Bridge Project CB 1302 on CR36 - Bridge 09-136-37.1*  
Normanna Township, NE of Kindred  
Structure Replacement & Any Approach Roadway Grading  
Township Bridge near Kindred, North Dakota  
Dated July 24, 2013

## **PROJECT DESCRIPTION**

The proposed construction includes a bridge replacement project with anticipation that traffic will NOT be maintained through the project. The existing bridge and approach roadways are impacted by floods with the bridge also being obsolete. The bridge is located on CR36, a north-south route in Section 1- 2 of Normanna Township, northeast of Kindred and just off of CR 16 (Davenport Road).

Proposed work includes bridge replacement with Traffic control consisting of a road closure / detour. The hydrology and hydraulic analysis is partially complete and will be finalized in conjunction with the bridge design.

## **1.0 PROJECT MANAGEMENT**

### **1.1. Work Plan**

All design and project data will become the property of Cass County upon completion of the final submittal. All project information will be submitted in the following formats and standards.

- AutoCAD Civil 3D

### **1.2 Internal Project Development and Staff Meetings**

The Consultant shall schedule activities to meet the milestone dates listed below.

HEI will commit the resources as necessary to complete all project development activities by the requested date of 02/07/2014.

<b>DESCRIPTION</b>	<b>PROJ. END DATE</b>
PRELIMINARY COORDINATION & KICK OFF	09/01/2013
COMPLETE GROUND SURVEY	09/15/2013
COMPLETE HYDRAULIC STUDY	10/01/2013
WETLAND DELINEATION	09/30/2013
404 PERMIT APPLICATION	11/15/2013
95% PLANS	01/17/2014
FINAL PLANS	01/31/2014
PROJECT DEVELOPMENT COMPLETION	02/07/2014
1.3    Coordination and Design Team Meetings with Cass County	
<p>The Consultant shall have a representative available for meetings with Cass County to discuss and review the schedule, current status, and other pertinent issues through the duration of the project.</p>	
1.4    Field Review/Kick off/TSL Meeting	
<p>A field review / TSL / Kick off meeting will be held between the vested parties to disseminate previously gathered information and discuss important aspects of the project going forward.</p>	
1.5    Construction Support	
<p>Provide construction support for questions arising during construction, including shop drawing review and coordination.</p>	
<b>2.0    PCR/PLANNING/ENVIRONMENTAL – NOT REQUIRED</b>	
<b>3.0    USACE PERMITTING COORDINATION</b>	
3.1    HEI will coordinate and submit necessary permit applications on behalf of the County. A 404 permit is listed in the milestones if needed. HEI will coordinate with the NDDOT LGR on submitting and obtaining the necessary concurrence on any potential permits.	



#### 4.0 PRELIMINARY SURVEY

- 4.1 Perform topographic survey for location and elevation for bridge replacement and approach roadways. Set control and project benchmark. Stream cross-sections were completed for the hydraulic study.

#### 5.0 FINAL DESIGN

##### 5.1 Project Quantities

Estimate proposed quantities needed to build the project. Major items include earthwork, bridge concrete & steel, gravel surfacing and guardrails.

##### 5.2 Construction Phasing and Construction Traffic Control

The proposed construction includes a bridge replacement on CR36, a north - south County route with anticipation that traffic will be maintained on a detour and the road will be closed near the bridge.

##### 5.3 Construction Cost Estimate

Estimate construction cost based on an accurate quantity take-off. Utilize historic and regional pricing for construction unit pricing.

##### 5.4 Structure Design & Approach Roadways

Final bridge plans will be completed for the structure replacement and other roadway improvements and submitted to the County for review.

The bridge will be designed per standard NDDOT design manual (where applicable) and AASHTO bridge design manual along with the Green Book for roadway design. Final geometrics will be submitted to the County for review prior to incorporation into the final plans.

##### 5.5 Utility Coordination

HEI will work with the County to identify existing utilities currently utilizing the structure for duct banks or pipelines. In addition, the HEI team will work to identify any potential new or existing utilities that will need to utilize the bridge to carry utilities. Any potential conflicts will be identified and coordinated with the County per the milestone schedule.

#### 5.6 Final Plans – Revision and Submittal

Revisions from the 95% plan review will be incorporated into the final plans. The final plans submittal will include the special provisions, engineer's estimate, utility certification and right of way certification.

#### 5.7 Right of Way, Title Work, Plats, Abstracts, Appraisals, and Acquisition

If Right of Way is required, we anticipate that a change in scope will be required and additional time will be needed to complete this process.

#### 5.8 Final project submittals

The Consultant shall include all applicable electronic data such as Blue Top Report, construction staking report, DTM models, electronic data for GPS equipment and one (1) electronic copy of the project plans on compact disc or uploaded to the Cass County FTP site.

### 6.0 QC/QA

Specific QC/QA tasks related to preliminary and final plan review will be documented in employee comments correlating to time billed to the County. Designated employees will be responsible for specific QC/QA review of those areas assigned to them and record that time and provide comments.

### **Preliminary and Final Engineering – Cass County will:**

1. **Section 106 Compliance** – Provide a Section 106 Cultural Resource Survey and Report. We assume that the section 106 compliance will not be required unless R/W is obtained and that is not anticipated at this time.
2. **Approvals** – Obtain all approvals as necessary with information supplied by the Consultant.
3. **Section 404 Permit** – Obtain Section 404 permit for the project. At this time a 404 permit is expected and HEI will prepare the application.
4. **Traffic Data** – Provide existing and forecast traffic data.
5. **Geotechnical Evaluation** – Completed by Terracon.



HoustonEngineering Inc.

Client: **Cass County**Project Name: **CB 1302 on CR36, Normanna Township, See Appendix A for Scope of work  
Bridge Replacement and Approach Grading**Date: **7/24/2013****1. Project Management and Coordination**

	<u>Unit</u>	<u>Quantity</u>	<u>Rate</u>	<u>Cost</u>
Project Manager	hr	16	\$145.00	\$2,320.00
Project Engineer	hr	6	\$133.00	\$798.00
Professional Engineer	hr	12	\$119.00	\$1,428.00
Administrative Assistant	hr	4	\$60.00	\$240.00
Total =				\$4,786.00

**2. PCR, SOV, Planning and Environmental Analysis - NOT REQUIRED**

	<u>Unit</u>	<u>Quantity</u>	<u>Rate</u>	<u>Cost</u>
Project Manager	hr	0	\$145.00	\$0.00
Professional Engineer	hr	0	\$119.00	\$0.00
Graduate Engineer	hr	0	\$95.00	\$0.00
Administrative Assistant	hr	0	\$60.00	\$0.00
Total =				\$0.00

**3. USACE Nationwide Permitting**

	<u>Unit</u>	<u>Quantity</u>	<u>Rate</u>	<u>Cost</u>
Project Manager	hr	1	\$145.00	\$145.00
Project Engineer	hr	2	\$133.00	\$266.00
Environmental Scientist	hr	8	\$120.00	\$960.00
Administrative Assistant	hr	2	\$60.00	\$120.00
Total =				\$1,491.00

**4. Additional Preliminary Topographic Survey for Design Use**

	<u>Unit</u>	<u>Quantity</u>	<u>Rate</u>	<u>Cost</u>
Land Surveyor	hr	4	\$110.00	\$440.00
Survey Two-person crew	hr	10	\$140.00	\$1,400.00
GPS Equipment	hr/unit	14	\$25.00	\$350.00
Vehicle (suburbans/4-wd)	mi	60	\$0.75	\$45.00
Total =				\$2,235.00

**5. Final Design and Plan Preparation**

	<u>Unit</u>	<u>Quantity</u>	<u>Rate</u>	<u>Cost</u>
Project Manager	hr	48	\$145.00	\$6,960.00
Design Engineer	hr	120	\$105.00	\$12,600.00
Senior CADD Operator	hr	148	\$74.00	\$10,952.00
Total =				\$30,512.00

**6. Implement HEI Internal QA/QC Plan and perform checks**

	<u>Unit</u>	<u>Quantity</u>	<u>Rate</u>	<u>Cost</u>
Project Manager	hr	8	\$145.00	\$1,160.00
Project Engineer	hr	0	\$133.00	\$0.00
Design Engineer	hr	4	\$105.00	\$420.00
GIS Specialist	hr	0	\$95.00	\$0.00
CADD Operator	hr	0	\$65.00	\$0.00
Administrative Assistant	hr	4	\$60.00	\$240.00
Total =				\$1,820.00

**Total Estimated Cost = \$40,844.00**

## CONTRACT APPROVAL REQUEST

COMPANY REQUESTING CONTRACT: Houston Engineering, Inc., 1401 21<sup>st</sup> Avenue North, Fargo, ND 58102

DATE OF EXPECTED RETURN  
TO THE COMMISSION OFFICE:

DATE OF REQUEST: August 2, 2013

August 5, 2013

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

STATES ATTORNEY COMMENTS: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**PORTFOLIO COMMISSIONER SIGNATURE:**

**NOTE:** This contract is to obtain the services of Houston Engineering, Inc. to complete the preliminary survey for project CH1311. This survey work is necessary for the design of the turnlanes as part of this project. This project is planned for construction in 2014 as presented at the July Road Advisory Meeting. This contract is also to obtain the services of Houston Engineering, Inc. to complete the preliminary survey for project CH1401. This project is planned for construction in 2014. Due to the current workload of our engineering/survey staff contracting with Houston Engineering, Inc. to complete this work is the best option.

The section of Cass 20 between I29 and University Drive will have a 2.5 inch maintenance overlay and turnlanes will be installed in two locations east of I-29. We are working with the City of Fargo to cost share on the turnlanes and then turn this section of highway over to them upon completion of construction. The section of Cass 20 from Cass 17 to I29 will have a 2.5 inch maintenance overlay that includes widening and the paving of the shoulders.

**SUGGESTED MOTION:** AUTHORIZE CHAIRMAN TO SIGN CONTRACT WITH HOUSTON ENGINEERING IN THE AMOUNT OF \$11,122.00 TO COMPLETE THE PRELIMINARY SURVEY FOR PROJECTS CH1311 & CH1401.

**CASS COUNTY GOVERNMENT ENGINEERING SERVICES AGREEMENT**

Project Numbers: Cass County – CH1311 & CH1401

Location: Cass 20 from Cass 17 to University Drive

Type of Construction: Shouldering Widening, Turn lanes, and Bituminous Overlay

**THIS AGREEMENT** is entered into by and between Cass County, herein after known as the County, and Houston Engineering, Inc. of Fargo, North Dakota hereinafter known as Engineer.

**I.**

The Engineer shall perform the needed preliminary survey services only per attached scope of services dated July 24, 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 \$11,122.00 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 Houston 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, \$11,122.00. 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

\_\_\_\_\_  
Rick Gunderson, (Houston Engineering, Inc.)

\_\_\_\_\_  
Date

**APPENDIX A**  
**Scope of Services**  
**Preliminary Ground Survey**  
**Grading, Turn lanes, Bypass lanes and Overlay on CR20**  
**CR 20 from CR 17 to Red River near Fargo**  
**Dated July 24, 2013**

**PROJECT DESCRIPTION**

The proposed construction includes improvements such as adding turn lanes, adding bypass lanes, grading shoulders and an asphalt overlay with anticipation that traffic will be maintained through the project. Proposed consultant work includes preliminary topographic and utility surveys to allow the Cass County Highway Department to complete their design of the roadway modifications.

**1.0 PROJECT MANAGEMENT**

**1.1 Coordination and Design Team Meetings with Cass County**

The Consultant shall have a representative available for meetings with Cass County staff to discuss and review the schedule, current status, and other pertinent issues through the duration of the project.

**2.0 SURVEY & DATA COORDINATION**

**2.1** Coordinate field work. Research roadway alignment and H/V control prior to sending out field crew. Review existing plans and platted r/w.

**2.2** Download field data, compile and prepare digital output as needed. This may be a single AutoCAD file with topo shots or a plan/profile with an alignment and c/l elevation. Provide digital output to County for use in the final design. Document control and alignment based on data obtained in the field survey.

**3.0 PRELIMINARY SURVEY**

**3.1** Perform topographic survey for location and elevation for road overlay and other work including the addition of turn lanes and bypass lanes. Set control and project benchmark. Take cross-sections at 100' intervals throughout the portions of the roadway that will undergo substantial widening or other improvements. Check centerline alignment and shoot shoulder grades/breaks.





HoustonEngineering Inc.

Client: **Cass County**Project Name: **CR 20 - Preliminary Ground Survey from CR17 to Interstate 29 RW**Date: **7/24/2013****1. Project Management and Coordination**

	<u>Unit</u>	<u>Quantity</u>	<u>Rate</u>	<u>Cost</u>
Project Manager	hr	1	\$145.00	\$145.00
Land Surveyor	hr	2	\$110.00	\$220.00
GIS Technician II	hr	0	\$83.00	\$0.00
Administrative Assistant	hr	1	\$60.00	\$60.00
Total =				\$425.00

**2. Survey - office PLS / control / research / coordination / downloads / data output**

	<u>Unit</u>	<u>Quantity</u>	<u>Rate</u>	<u>Cost</u>
Project Manager	hr	1	\$145.00	\$145.00
Senior Land Surveyor	hr	1	\$130.00	\$130.00
Land Surveyor	hr	8	\$110.00	\$880.00
CADD Operator	hr	2	\$65.00	\$130.00
Total =				\$1,065.00

**3. Preliminary Topographic Survey for Design Use**

	<u>Unit</u>	<u>Quantity</u>	<u>Rate</u>	<u>Cost</u>
GPS Equipment	hr/unit	20	\$25.00	\$500.00
Survey Two-person crew	hr	10	\$140.00	\$1,400.00
Vehicle (suburbans/4-wd)	ml	50	\$0.75	\$37.50
Total =				\$1,937.50

**Total Estimated Cost = \$3,427.50**



HoustonEngineering Inc.

Client: **Cass County**Project Name: **CR 20 - Survey from Interstate 29 R/W to University Drive**Date: **7/24/2013****1. Project Management and Coordination**

	<u>Unit</u>	<u>Quantity</u>	<u>Rate</u>	<u>Cost</u>
Project Manager	hr	1	\$145.00	\$145.00
Land Surveyor	hr	3	\$110.00	\$330.00
GIS Technician II	hr	0	\$83.00	\$0.00
Administrative Assistant	hr	1	\$60.00	\$60.00
Total =				\$535.00

**2. Survey - office PLS / control / research / coordination / downloads / data output**

	<u>Unit</u>	<u>Quantity</u>	<u>Rate</u>	<u>Cost</u>
Project Manager	hr	1	\$145.00	\$145.00
Senior Land Surveyor	hr	1	\$130.00	\$130.00
Land Surveyor	hr	8	\$110.00	\$880.00
CADD Operator	hr	4	\$65.00	\$260.00
Total =				\$1,415.00

**3. Preliminary Topographic Survey for Design Use**

	<u>Unit</u>	<u>Quantity</u>	<u>Rate</u>	<u>Cost</u>
GPS Equipment	hr/unit	60	\$25.00	\$1,500.00
Survey Two-person crew	hr	30	\$140.00	\$4,200.00
Vehicle (suburbans/4-wd)	ml	60	\$0.75	\$45.00
Total =				\$5,745.00

**Total Estimated Cost = \$7,695.00**

### CONTRACT APPROVAL REQUEST

COMPANY REQUESTING CONTRACT: KLJ, Inc., 3203 32<sup>nd</sup> Ave South Suite 201, PO Box 9767, Fargo, ND 58106-9767

DATE OF EXPECTED RETURN  
TO THE COMMISSION OFFICE:

DATE OF REQUEST: August 2, 2013

August 5, 2013

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

STATES ATTORNEY SIGNATURE: \_\_\_\_\_

STATES ATTORNEY COMMENTS: \_\_\_\_\_

PORTFOLIO COMMISSIONER SIGNATURE:

**NOTE:** To complete the preliminary design and final design project TB1309, a bridge replacement in Hill/Clifton Township over the Maple River. This project is planned for construction in 2014 as presented at the July Road Advisory Meeting. Due to the size of this bridge, the design exceeds the capabilities of our internal engineering resources. Therefore, contracting with KLJ, Inc. to complete this work is the best option.

This project will include a new bridge between sections 33 Hill/4 Clifton Townships. This is a township bridge with a Code 3 alert and a 39.0 rating and will be a bridge replaced. It is 79 feet long and was built in 1956. Estimated total bridge cost is \$450,000.

**SUGGESTED MOTION:** AUTHORIZE CHAIRMAN TO SIGN CONTRACT WITH KLJ, INC. IN THE AMOUNT OF \$47,500.00 TO COMPLETE THE PRELIMINARY DESIGN, AND FINAL DESIGN OF PROJECT TB1309.

**CASS COUNTY GOVERNMENT ENGINEERING SERVICES AGREEMENT**

Project Numbers: Cass County – TB1309  
Location: Hill/Clifton Township  
Type of Construction: Preliminary Design and Final Design

**THIS AGREEMENT** is entered into by and between Cass County, herein after known as the County, and KLJ, Inc. of Fargo, North Dakota hereinafter known as Engineer.

**I.**

The Engineer shall perform the needed detailed construction design services only per attached letter dated July 29, 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 \$47,500.00 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 KLJ, 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. 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

\_\_\_\_\_  
Matt Lange (KLJ)

\_\_\_\_\_  
Date

3203 32nd Avenue South Suite 201  
 PO Box 9767  
 Fargo, ND 58106-9767  
 701 232 5353  
 kljang.com



July 29, 2013

Mr. Jason Benson, PE  
 Cass County Highway Department  
 1201 W Main Ave  
 West Fargo, ND 58078

Re: TB1309  
 Structure #09-104-30.0 Replacement  
 Preliminary & Design Engineering Services

Dear Mr. Benson:

We are pleased to offer a fee summary for performing preliminary and design engineering services for the referenced project. During the preliminary phase, KLJ will determine appropriate project alternatives and analyze potential environmental impacts. A Project Concept Report will not be required for this project; however, KLJ will coordinate with all agencies and Cass County detailing the preliminary findings and recommendations. For the design phase, KLJ will design the selected structure alternative and prepare plans and specifications for bidding. It is anticipated that a multiple span bridge will be the preferred design alternative.

The following table summarizes our cost estimate for each phase of the project.

Phase	Fee
Preliminary Engineering	\$2,000
Design Engineering	\$42,500
Project Management	\$3,000

Total Cost = \$47,500

Thank you for the opportunity to perform engineering services on this project. If you have any questions or need additional information, please feel free to contact me at 701-271-4877.

Sincerely,

KLJ

Matt Lange, PE  
 Project Manager

NATIONAL PERSPECTIVE  
 REGIONAL EXPERTISE  
 TRUSTED ADVISOR



RECEIVED  
AUG 1 2013  
CASS COUNTY COMMISSION

## Auditor

August 1, 2013

Michael Montplaisir, CPA  
701-241-5601

## Treasurer

Charlotte Sandvik  
701-241-5611

## Director of Equalization

Frank Klein  
701-241-5616

Cass County Board of Commissioners  
Cass County Government  
211 9<sup>th</sup> Street South  
Fargo, ND 58103

RE: July Diversion Billing

Dear Commissioners:

The July billing for the Flood Diversion Board of Authority is attached. The expenses are the county's share of engineering, legal, management contract, and accounting services.

Sincerely,

Michael Montplaisir, CPA  
Cass County Auditor

### SUGGESTED MOTION:

Move to approve the expenses for the Flood Diversion Board of Authority in the amount of \$567,426.21 for the month of July, 2013.

MY DOCUMENTS\HEATHER\DIVERSION DOCUMENTS\COMMISSION LETTER FOR DIVERSION BILLING-JULY 2013.DOCX

Box 2806  
211 Ninth Street South  
Fargo, North Dakota 58103

Fax 701-241-5728

[www.casscountynd.gov](http://www.casscountynd.gov)



INVOICE



CITY OF FARGO, NORTH DAKOTA  
CITY AUDITORS OFFICE  
PO BOX 1607  
FARGO, ND 58107

(701) 241-1333

TO: Cass County Auditors Office  
Mike Montplaisir  
PO Box 2806  
FARGO, ND 58107

INVOICE NO: 220211  
DATE: 8/01/13

CUSTOMER NO: 899/17916

TYPE: DV - DIVERSION AUTHORITY

QUANTITY	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
1.00	FM Diversion Authority July 2013 Billing	567,426.21	567,426.21

\*DUE UPON RECEIPT. LATE PAYMENT CHARGE OF 1.5%/MO  
WILL BE APPLIED 30 DAYS AFTER INVOICE DATE.

TOTAL DUE: \$567,426.21

PLEASE DETACH AND SEND THIS COPY WITH REMITTANCE

DATE: 8/01/13 DUE DATE: 8/01/13  
CUSTOMER NO: 899/17916

NAME: Cass County Auditors Office  
TYPE: DV - DIVERSION AUTHORITY

REMIT AND MAKE CHECK PAYABLE TO:  
CITY OF FARGO, NORTH DAKOTA  
CITY AUDITORS OFFICE  
PO BOX 1607  
FARGO ND 58107

INVOICE NO: 220211  
TERMS: NET 0 DAYS

AMOUNT: \$567,426.21

FM DIVERSION AUTHORITY  
 LOCAL AGENCY BILLINGS (Cash Disbursement Basis)

<b>BILLING PERIOD:</b>	Jul-13
<b>INVOICE DATE:</b>	7/31/2013
<b>TOTAL INVOICED AMOUNTS:</b>	\$ 1,260,947.13

**DETAILS OF COSTS BILLED:**

Revenues Received During Period *	Amount
361.85-00 Lease/Rental Payments	\$ 8,501.28
370.10-00 Miscellaneous	226.00
<b>Total Received</b>	<b>\$ 8,727.28</b>
Expenses Disbursed During Period	Amount
33-05 Engineering Services	\$ 483,770.61
33-20 Accounting Services	220.00
33-25 Legal Services	63,890.59
33-79 Construction Management Services	287,199.20
34-65 Right of Entry Requests	4,000.00
38-99 Other Services	46,959.40
61-50 Postage	3.67
68-10 Miscellaneous	49.74
71-30 Land Purchases	375,581.20
71-31 Easements	8,000.00
<b>Total Disbursed</b>	<b>\$ 1,269,674.41</b>
<b>TOTAL TO BILL FOR PERIOD</b>	<b>\$ 1,260,947.13</b>

FM Diversion Cost Allocation	A/R Type	A/R Code	Cust. ID #	Agency Cost Share	Billed Amounts
337-80-20 City of Fargo				45%	567,426.21
337-80-25 City of Moorhead	DV	FMDV1	1969	10%	126,094.71
337-80-30 Cass County	DV	FMDV2	899	45%	567,426.21
<b>Total Partnership A/R Billing Totals</b>					<b>\$ 1,260,947.13</b>

\* Revenues received this period include all revenues received since the inception of the project as these have not been accounted for in the past.

**FM Diversion Authority**  
**Summary of Cash Disbursements**  
**Period July 2013**

Date: 8/1/2013

Period/Year: 07/2013

Account Number	Check Date	Check Number	Vendor Name	Transaction Amount	Description 1	Project Number	Project Description
790-7910-429.33-20	7/29/2013	JB07130011	CITY OF FARGO	220.00	FISCAL SERVICES	V00102	General & Admin. WIK
<b>Total WIK - General &amp; Admin - Accounting Services \$</b>				220.00			
790-7910-429.33-25	7/24/2013	241475	DORSEY & WHITNEY LLP	35,507.00	LEGAL SVCS THRU 5/31/13	V00101	Dorsey Whitney Legal WIK
	7/24/2013	241477	ERIK R JOHNSON & ASSOCIATES	3,498.60	METRO FLOOD PROJECT	V00102	General & Admin. WIK
<b>Total WIK - General &amp; Admin. - Legal Services \$</b>				39,005.60			
790-7910-429.38-99	7/10/2013	241181	NORTH DAKOTA TELEPHONE CO	39.40	MAY 2013 SETUP/MINUTES	V00102	General & Admin. WIK
<b>Total WIK - General &amp; Admin. - Other Services \$</b>				39.40			
790-7915-429.33-05	7/31/2013	241695	HOUSTON-MOORE GROUP LLC	53,539.59	4/1-4/30/13	V01603	CR-81 & I29 BRIDGE DESIGN
	7/31/2013	241695	HOUSTON-MOORE GROUP LLC	13,838.48	4/1-4/30/13	V01607	RECREATION/USE MASTER PLN
	7/31/2013	241695	HOUSTON-MOORE GROUP LLC	2,859.00	4/1-4/30/13	V01608	WORK-IN-KIND (WIK)
	7/31/2013	241695	HOUSTON-MOORE GROUP LLC	20,347.40	4/1-4/30/13	V01609	HYDROLOGY/HYDRAULIC MODEL
	7/31/2013	241695	HOUSTON-MOORE GROUP LLC	115,919.87	4/1-4/30/13	V01613	LEVEE DESIGN & SUPPORT
	7/31/2013	241695	HOUSTON-MOORE GROUP LLC	42,738.41	4/1-4/30/13	V01614	TRANS/DRAINAGE MASTER PLN
<b>Total WIK - Project Design - Engineering Services \$</b>				249,242.75			
790-7915-429.38-99	7/18/2013	241431	US GEOLOGICAL SURVEY	46,920.00	STAGE GAGE INSTALL	V02201	STAGE GAGE INSTALLATION
<b>Total WIK - Project Design - Other Services \$</b>				46,920.00			
790-7920-429.33-05	7/31/2013	241695	HOUSTON-MOORE GROUP LLC	65,667.96	4/1-4/30/13	V01601	HMG - PROJECT MANAGEMENT
<b>Total WIK Construction Mgmt. - Engineering Services \$</b>				65,667.96			
790-7920-429.33-79	7/24/2013	241465	CH2M HILL ENGINEERS INC	287,199.20	THRU 6/28/13	V00203	CH2M HILL - 10/1-6/30/13
<b>Total WIK Construction Mgmt. - Engineering Services \$</b>				287,199.20			
790-7930-429.33-05	7/18/2013	241292	CASS COUNTY JOINT WATER RESOURCE DI	28,461.45	FM AREA DIVERSION	V01201	Cass Joint Water ROE
	7/31/2013	241695	HOUSTON-MOORE GROUP LLC	28,638.12	4/1-4/30/13	V01602	CR-31 BRIDGE DESIGN
	7/31/2013	241695	HOUSTON-MOORE GROUP LLC	139.50	4/1-4/30/13	V01604	CR-32 & CR-22 BRIDGE DSGN

**FM Diversion Authority  
Summary of Cash Disbursements  
Period July 2013**

Date: 8/1/2013

Period/Year: 07/2013

Account Number	Check Date	Check Number	Vendor Name	Transaction Amount	Description 1	Project Number	Project Description
	7/31/2013	241695	HOUSTON-MOORE GROUP LLC	9,263.00	4/1-4/30/13	V01604	CR-32 & CR-22 BRIDGE DSGN
	7/31/2013	241695	HOUSTON-MOORE GROUP LLC	17,047.45	4/1-4/30/13	V01606	LAND MANAGEMENT SERVICES
	7/31/2013	241695	HOUSTON-MOORE GROUP LLC	6,087.00	4/1-4/30/13	V01610	UTILITIES DESIGN
	7/31/2013	241695	HOUSTON-MOORE GROUP LLC	27,827.31	4/1-4/30/13	V01611	REACH 6 & CR20 BRIDGE
	7/31/2013	241766	RED RIVER BASIN COMMISSION	51,376.07	HUR PROJECT	V02101	STUDY UPPER RR RETENTION
<b>Total LERRDS - North Dakota - Engineering Services</b>				\$ 168,859.90			
790-7930-429.33-25	7/18/2013	241292	CASS COUNTY JOINT WATER RESOURCE DI	24,884.99	FM AREA DIVERSION	V01201	Cass Joint Water ROE
<b>Total LERRDS - North Dakota - Legal Services</b>				\$ 24,884.99			
790-7930-429.34-65	7/18/2013	241292	CASS COUNTY JOINT WATER RESOURCE DI	4,000.00	FM AREA DIVERSION	V01201	Cass Joint Water ROE
<b>Total LERRDS - North Dakota - Right of Entry Requests</b>				\$ 4,000.00			
790-7930-429.61-50	7/18/2013	241292	CASS COUNTY JOINT WATER RESOURCE DI	3.67	FM AREA DIVERSION	V01201	Cass Joint Water ROE
<b>Total LERRDS - North Dakota - Postage</b>				\$ 3.67			
790-7930-429.68-10	7/18/2013	241292	CASS COUNTY JOINT WATER RESOURCE DI	49.74	FM AREA DIVERSION	V01201	Cass Joint Water ROE
<b>Total LERRDS - North Dakota - Miscellaneous</b>				\$ 49.74			
790-7930-429.71-30	7/24/2013	241515	KENNELLY & OKEEFFE (ACQUISITIONS)	375,581.20	BUY-121 OXBOW DR, OXBOW ND	V01702	ND LAND PURCHASE-HARDSHIP
<b>Total LERRDS - North Dakota - Land Purchases</b>				\$ 375,581.20			
790-7930-429.71-31	7/18/2013	241292	CASS COUNTY JOINT WATER RESOURCE DI	8,000.00	FM AREA DIVERSION	V01201	Cass Joint Water ROE
<b>Total LERRDS - North Dakota - Easements</b>				\$ 8,000.00			
<b>Total Disbursed for Period</b>				<b>\$ 1,269,674.41</b>			