

AMENDED ITEMS—FEBRUARY 18, 2014

CONSENT AGENDA:

d. Contract approval

SUGGESTED MOTION:

Move to authorize the chairman to sign the following contracts submitted by respective department head, subject to state's attorney approval.

- Mark Sand & Gravel Company—resolution for three bituminous overlay projects on County Highway 14 from I-29 to County Highway 81; County Highway 81 from 76th Avenue South to the Wild Rice River; and Wild Rice bridge to County Highway 16;
- On the Level Construction—demolition and removal of a bridge in Sections 25-36 of Warren Township.

REGULAR AGENDA:

3a. Acquisition of home in Lake Shure Subdivision

SUGGESTED MOTION:

Move to acquire property located at 4802 57th Street North using Hazard Mitigation Grant Program (HMGP) funds as part of the Lake Shure bridge project.



North Dakota Department of Transportation

Grant Levi, P.E.
Director

Jack Dalrymple
Governor

RECEIVED

FEB 13 2014

February 10, 2014

CASS COUNTY COMMISSION

Michael Montplaisir
Cass County Auditor
PO Box 2806
Fargo, ND 58108

PROJECTS SC-0957(061), SC-0946(063), & SU-8-984(149)152
MULTIPLE LOCATIONS
HBP OVERLAY – 5.754 MI (combined)

Enclosed is a Resolution for the above project in the February 7, 2014 bid opening. The apparent low bidder is Mark Sand & Gravel Company in the amount of \$1,827,419.28. If the county board concurs in awarding, please execute the Resolution, and return to our office.

A handwritten signature in blue ink that reads "Paul M. Benning".

PAUL M. BENNING, P.E., LOCAL GOVERNMENT ENGINEER

38/sp
Enclosure

Worden, Heather

From: Soucy, Tom
Sent: Thursday, February 13, 2014 2:52 PM
To: Worden, Heather; Benson, Jason
Subject: RE: NDDOT Contract - HBP Overlay

Heather

These projects are all Bituminous Overlays, Project number SC-0946(063) is County Highway 14 from I29 Exit 56 to Cass Highway 81, Project SU-8-984(149)152 is a Bituminous Overlay on Cass Highway 81 from 76th Ave South to the Wild Rice River and Project SC-0957(061) is a Bituminous Overlay from the Wild Rice bridge to County Highway 16 West.

Thomas Soucy
Cass County Highway Department
1201 Main Ave W
West Fargo, ND 58078
701.298.2374 Office
701.793.9915 Cell

From: Worden, Heather
Sent: Thursday, February 13, 2014 2:06 PM
To: Benson, Jason; Soucy, Tom
Subject: NDDOT Contract - HBP Overlay

Attached is a resolution from NDDOT that needs to be approved by the commission. I am wondering what roads are involved and what type of project it is in order to inform the board.

Thanks.

Heather Worden, Administrative Assistant
Cass County Commission
211 9th Street South
PO Box 2806
Fargo ND 58108-2806
(701) 241-5609 phone
(701) 241-5776 fax
wordenh@casscountynd.gov

RESOLUTION

WHEREAS, the bid in the amount of \$1,827,419.28 from Mark Sand & Gravel Company received in the bid opening of February 07, 2014 for Projects SC-0957(061), SC-0946(063), and SU-8-984(149)152 was the low bid received.

WHEREAS, this bid is considered reasonable.

NOW THEREFORE, be it resolved by the Board of County Commissioners of CASS County will award to Mark Sand & Gravel Company the contract for Projects SC-0957(061), SC-0946(063), and SU-8-984(149)152 and hereby authorizes the Chairman of the Board to sign said contract.

It is further understood that the County shall reimburse the North Dakota Department of Transportation for any payments made under this contract, which are not collectible from the Federal Highway Administration.

ATTEST:

County Auditor

Chairman, Board of County
Commissioners

County: CASS _____

This is to certify that the above resolution was adopted and passed at a meeting of the Board of County Commissioners at _____ County on _____.

County Auditor



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FEB 14 2014

Highway Department

MEMORANDUM

CASS COUNTY COMMISSION

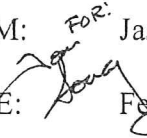
Jason Benson, P.E.
County Engineer

Richard S. Sieg
Superintendent

Thomas B. Soucy, P.E.
Design and Construction
Engineer

TO: Cass County Commission

FROM: ^{FOR:} Jason Benson, Cass County Engineer

DATE:  February 7, 2014

SUBJECT: Consent Agenda Item for February 18, 2014 Commission Meeting: Demolition & Removal of Bridge in Warren Township

Attached is the contract documents with On The Level Construction, Inc. for the demolition and removal of a bridge located in sections 25-36 Warren Township.

SUGGESTED MOTION: Authorize Chair to sign the contract.

1201 Main Avenue West
West Fargo, North Dakota
58078-1301

701-298-2370
Fax: 701-298-2395

J:\Admin-Eng Commission Corrsp 2014 Commission Correspondence\Consent Agenda Memo On The Level for Bridge demolition and removal.doc

CONTRACT APPROVAL REQUEST

COMPANY REQUESTING CONTRACT: ON THE LEVEL CONSTRUCTION INC., 7010 154TH AVENUE NE, GRAFTON, ND 58237

DATE OF EXPECTED RETURN
TO THE COMMISSION OFFICE:

DATE OF REQUEST: January 30, 2014

February 18, 2014

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

STATES ATTORNEY SIGNATURE: _____

STATES ATTORNEY COMMENTS: _____

PORTFOLIO COMMISSIONER SIGNATURE:

NOTE: Request for quote for the Bridge Demolition and Removal located at 25/36 Warren Township was received. The Engineers estimate was \$45,000.00. The quotes received are as follows:

- | | |
|------------------------------------|-------------|
| 1. On The Level Construction, Inc. | \$30,000.00 |
| 2. Excavating, Inc. | \$32,500.00 |
| 3. Industrial Builders, Inc. | \$46,900.00 |

SUGGESTED MOTION: AUTHORIZE CHAIRMAN TO SIGN CONTRACT WITH ON THE LEVEL CONSTRUCTION INC. FOR THE BRIDGE DEMOLITION AND REMOVAL SUBJECT TO STATE'S ATTORNEYS APPROVAL.

**CASS COUNTY HIGHWAY DEPARTMENT
CONTRACT**

This agreement made and entered into by Cass County, North Dakota, party of the first part, and On The Level Construction, Inc., 7010 154th Ave. NE, Grafton, ND 58237 party of the second part (hereinafter called Contractor), WITNESSETH:

1. That for and in consideration of the payments to be made by the party of the first part, the contractor promises and agrees to furnish and deliver all labor, equipment, and materials, and to pay or cause to be paid as they become due, all claims for any work, labor, materials, equipment, including equipment rental or repair, and other supplies or insurance premiums, all of which are attributable to or utilized in and about the improvement and construction of Project TB1001. In accordance and in conformity with the provisions of this contract, the project proposal, the standard specification, supplemental specifications, special provisions, and all of which are hereby made a part of this agreement as fully and to the same effect as if the same had been set forth in the body of this agreement. References in the Standard Specifications for Road and Bridge Construction, 2008 edition, to the North Dakota Department of Transportation or Department must be construed as referring to the owner. Likewise, a reference by the same works to engineer or director must be construed as referring to the owner of the project.

2. The party of the first part agrees and promises to pay to the Contractor for said work, when completed and accepted in accordance with the provisions of this contract, the price set forth in the said proposal, amounting approximately to Thirty Thousand, dollars and 00/100 (\$30,000.00) payments to be made as provided in said specifications upon presentation of the proper certificates of the County Engineer, or his representatives, and under the terms of this contract.

3. The said work shall be done in accordance with the terms of this contract, and the laws of the State of North Dakota, under direct supervision and to the entire satisfaction of the County Highway Department, subject at all times to the inspection and approval of the engineer.

4. The decision of the engineer upon questions connected with the execution of this agreement or any failure or delay in the prosecution of the work by the Contractor shall be final and conclusive.

5. In the employment of labor, other things being equal, preference shall be given to honorably discharged Veterans of the Armed Forces, and bona fide North Dakota residents, as determined by NDCC Section 43-07-20.

6. The Contractor shall begin construction work when so ordered by the Cass County Highway Department and shall maintain at all times thereon a maximum and efficient working force necessary to complete the work within the time established by this contract.

IN WITNESS THEREOF, the parties to this contract have set their hands and seal this _____ day of _____ 2014.

CASS COUNTY NORTH DAKOTA

Chairman, Cass County Board of Commissioners

Contractor

WITNESS TO CONTRACTOR'S SIGNATURE

By _____

Title _____



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FEB 14 2014

CASS COUNTY COMMISSION

**Highway
Department**

MEMORANDUM

Jason Benson, P.E.
County Engineer

TO: Cass County Commission

Richard S. Sieg
Superintendent

FROM: Jason Benson, County Engineer *JB*

DATE: February 14, 2014

Thomas B. Soucy, P.E.
Design and Construction
Engineer

SUBJECT: Agenda topic for February 18, 2014 Commission Meeting:
Request for Home Acquisition with the Lake Shure Bridge
Project as part of FEMA Hazard Mitigation Grant Program
(HMGP) Funding

I am requesting authorization to acquire the house of John Swartz at 4802 57th St N, located at the northwest corner of the Lake Shure Bridge Project.

In early February I met with FEMA regarding both new acquisitions and the Lake Shure Bridge project. FEMA discussed the concern they had with a home owner who was calling to dispute the bridge project. They also discussed the potential delay in the bridge project if the issue isn't resolved. This home owner has mentioned his desire to have his house acquired to FEMA, NDDDES, and County officials. During the meeting we discussed the option of acquisition and it was determined that the best option would be to move ahead with acquisition.

When looking at the financial impacts of this acquisition, there will not be any significant cost increase to the County. We were already going to have to purchase some right of way from this property for the bridge project. The estimated acquisition and administrative costs would be around \$250,000. The project cost split is 75% FEMA, 10% NDDDES, and 15% Cass County. The additional cost of this acquisition will be approximately \$37,500. Total project cost to the County for the bridge and acquisition is \$285,000.

SUGGESTED MOTION:

Resolve to acquire the property at 4802 57th St N using Hazard Mitigation Grant Program funds as part of the Lake Shure Bridge project.

1201 Main Avenue West
West Fargo, North Dakota
58078-1301

701-298-2370
Fax: 701-298-2395