

AMENDED ITEMS—MARCH 3, 2014

CONSENT AGENDA:

g. Budget adjustment for Sheriff's Office grant

SUGGESTED MOTION:

Move to approve a budget adjustment in the amount of \$37,089.60 for grant funds awarded through the State of North Dakota Homeland Security Program to purchase a boat and related equipment for Valley Water Rescue.

REGULAR AGENDA:

1d. Road Cost Participation and Maintenance Agreement

SUGGESTED MOTION:

Move to authorize the chairman to sign a cost participation and maintenance agreement with the North Dakota Department of Transportation and City of Casselton for maintenance costs associated with a safety project on the north side of Casselton at the intersection of North Dakota Highway 18 and Cass County Road 10.



Office of the Sheriff

Paul D. Laney, Sheriff

RECEIVED

FEB 27 2014

February 27, 2014

Darrell Vanyo, Portfolio Commissioner
Cass County Commission
Cass County Courthouse
Fargo, ND 58103

CASS COUNTY COMMISSION

Re: FY 2013 State Homeland Security Program (SHSP) Grant Award

Consent Agenda

Chairman Ken Pawluk,

The Cass County Sheriff's Office has been awarded grant funds for (\$37,089.60) for the purchase of equipment to be utilized by Valley Water Rescue. Listed below is the equipment that has been approved for purchase with the grant funds:

- 1- 2014 Lund Boat with Roller Trailer
- 1- Lowrance HDS 12 Touch Sonar/GPS with a Structure Scan Transducer
- 3- Auto anchor systems
- 1-Custom Table and Mount for Boat

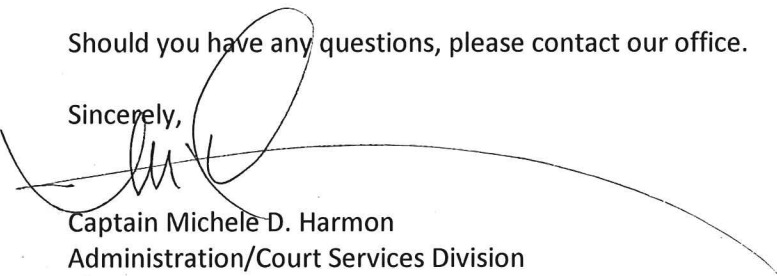
A competitive bid process was completed and Ray's Sport and Marine was awarded the bid. They require a \$500.00 deposit prior to ordering all of the equipment listed above.

Line Item 101-3502-421.82-01 Federal Grants / Other Expenses does not have any funds allocated to it this year. We are requesting a line item adjustment to accommodate this grant for \$37,089.60. When we receive the invoices from Ray's Sport and Marine, we will be submitting them to the State of North Dakota Homeland Security Program for reimbursement.

Move to authorize the chairman to approve a line item adjustment for \$37,089.60 for the purchase of the grant approved equipment from Ray's Sport and Marine.

Should you have any questions, please contact our office.

Sincerely,


Captain Michele D. Harmon
Administration/Court Services Division

Cass County Sheriff
211 9 St. S.
PO Box 488
Fargo, ND 58107-0488
Phone: 701-241-5800
Fax: 701-241-5805

Cass County Jail
450 34 St. S.
Fargo, ND 58103-2229
Phone: 701-271-2900
Fax: 701-271-2967

Cass County Detention
450 34 St. S.
Fargo, ND 58103-2229
Phone: 701-241-5845
Fax: 701-241-5936

NDDOT Contract

Worden, Heather

From: Worden, Heather
Sent: Friday, February 28, 2014 2:22 PM
To: Worden, Heather
Subject: FW: Agreement for ND Highway 18 / Cass County Road 10 in Casselton project

From: "Orn, Chad M." <corn@nd.gov>
Date: February 28, 2014 at 12:32:26 PM EST
To: "cassaudit@casselton.org" <cassaudit@casselton.org>, "Montplaisir, Michael M." <montplaisirm@casscountynnd.gov>
Cc: "publicworks@casselton.org" <publicworks@casselton.org>, "Benson, Jason" <bensonj@casscountynnd.gov>
Subject: Agreement for ND Highway 18 / Cass County Road 10 in Casselton project

Sheila and Michael,

The North Dakota Department of Transportation (NDDOT) has been working with Cass County and the city of Casselton on a safety project on the north side of Casselton at the intersection of ND Highway 18 and Cass County Road 10. The project is scheduled to be bid by the NDDOT on 3/14/2014.

As part of the development of the project, it was agreed that the NDDOT would pay for 100% of the project, but that all 3 parties (Casselton, Cass County, and NDDOT) would have maintenance of specific areas of the project. The attached Cost Participation and Maintenance (CPM) Agreement discusses each parties responsibilities and has an attached map showing it.

To process the CPM Agreement, both the County and City need to bring the CPM Agreement to their respective commissions for consideration and approval. Casselton would need to complete the top of page 4 and page 6 while Cass County would need to complete the bottom of page 4 and page 7 if the commissions approve the CPM Agreement. There needs to be 3 copies signed by all 3 parties so each gets back an original signed copy. So I will need to coordinate either Cass County or the City signing the copies first and providing it to the other party. Then the 3 copies need to get mailed back to the NDDOT at the address below.

We prefer to have the CPM Agreement approved by all parties prior to the 3/14/2014 bid opening. I know this CPM Agreement is provided to you with limited time, but anything that can be done to expedite it (possibly a special commission meeting) would be appreciated prior to or very near the bid opening.

I have copied in Jason Benson from Cass County and Kevin Mayer from the city of Casselton as they have been involved at times with the development of the project, so they are familiar with it.

I was wondering as to when your respective commissions would be able to consider the attached CPM Agreement. If you could let me know that, I would be able to hopefully coordinate the CPM Agreement between the County and City.

Thank you for your consideration of this CPM Agreement on a short time frame. If you have any questions, please feel free to contact me.

Chad M. Orn
NDDOT Programming Division
608 East Boulevard Avenue
Bismarck, ND 58505
(701) 328-4587

**North Dakota Department of Transportation
COST PARTICIPATION AND MAINTENANCE AGREEMENT**

Federal Award Information – to be provided by NDDOT

CFDA No: 20.205

CFDA Title: Highway Planning & Construction

Award Name: Federal Aid Highway Program

Awarding Fed. Agency: Federal Highway Admin

NDDOT Program Mgr: Bob Walton

Telephone: 701-239-8900

Notice to Subrecipients: Federal awards may have specific compliance requirements. If you are not aware of the specific requirements for your award, please contact your NDDOT Program Manager.

Project No. HES-8-018(077)075 PCN: 19753

WHEREAS, the North Dakota Department of Transportation intends to proceed with the construction of the following-described street improvement:

Location: ND Highway 18 at the intersection of Cass County Road 10 in Casselton

Type of Improvement: Construct Radial T, Superelevation correction, and Mill & Overlay

Point of Beginning: RP 75.76 on ND Highway 18

Point of Ending: RP 76.23 on ND Highway 18

NOW, THEREFORE, in consideration of the mutual benefits to be derived therefrom, it is agreed between the state of North Dakota, acting by and through its Director of Transportation, hereinafter referred to as NDDOT, whose address is 608 East Boulevard Avenue, Bismarck, North Dakota 58505-0700, the city of Casselton, North Dakota, hereinafter referred to as the City, and Cass County, hereinafter referred to as the County, that NDDOT will construct the project in accordance with the current edition of NDDOT's *Standard Specifications for Road and Bridge Construction* and with the plans approved by the City, identified as project HES-8-018(077)075, and incorporated into this agreement by reference.

1. The City
 - a. Will not be required to pay for any costs except for any extra items which the City may request for its own benefit.
 - b. Will pay 100 percent of the costs of extra items in paragraph "a", above, plus 10 percent for engineering.
 - c. Will pay to NDDOT as the work progresses or when completed its share of the total cost of the project as defined in paragraph 1.
2. The County
 - a. Will not be required to pay for any costs except for any extra items which the County may request for its own benefit.



- b. Will pay 100 percent of the costs of extra items in paragraph "a", above, plus 10 percent for engineering.
 - c. Will pay to NDDOT as the work progresses or when completed its share of the total cost of the project as defined in paragraph 2.
3. The NDDOT
 - a. Will pay 100 percent of the construction costs, which will include 10 percent for preliminary and construction engineering.
4. It is specifically agreed that if at any time the City or County fails to pay the amount billed to NDDOT within 60 days after billings, this document shall constitute an assignment of funds derived from the State Highway Tax Distribution Fund now or hereafter coming into the hands of the State Treasurer to the credit of the City or County, and the State Treasurer is hereby directed to deliver and pay over to NDDOT all funds credited to the City until the total thereof equals the sum billed pursuant to this agreement. The preliminary cost estimate of the project is \$1,075,395.85, with the City's estimated share being \$0.00, and the County's estimated share being \$0.00.
5. All signs, signals, markings, and other protective structures erected on or in connection with the project, including those installed at the sole cost and expense of the City, County, or by others, shall be approved by NDDOT. All traffic control devices will be in conformance with the latest edition of the Manual on Uniform Traffic Control Devices for Streets and Highways.
6. The City and County will control the length and location of curb openings for future entrances and will not permit the length of curb openings for entrances to exceed the length shown on the plans or as shown on a sketch of typical entrances for similar entrances; and will prohibit the construction or use of any entrances along the project within the City other than those shown on the plans, without prior approval of NDDOT.
7. The City and County will not change any speed limit signs as shown on the plans without prior approval of NDDOT.
8. The City and County will prohibit double and diagonal parking and will control all parallel parking where allowed within the limits of the project in a manner satisfactory to NDDOT and to the Federal Highway Administration (FHWA), or both.
9. Appendix A of the Title VI Assurances, attached, is hereby incorporated into and made a part of this agreement.
10. The Risk Management Appendix, attached, is hereby incorporated and made a part of this agreement.
11. Audits must be in accordance with the most current version of OMB Cir. A-133. The City and County shall submit copies of audits covering the terms of this agreement to NDDOT. This requirement is applicable to counties, cities, state agencies, Indian tribes, colleges, hospitals, and non-profit businesses.
12. The City and County is advised that its signature on this contract or agreement certifies that any person associated therewith is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility 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.

13. NDDOT is not responsible for any Property Taxes or Special Assessments on property which has been acquired as part of the roadway reconstruction project. The City and County is responsible to make arrangements for deferral or payment of such Taxes and/or Special Assessments.
14. The City and County will, at its own expense, maintain or cause to be maintained, the portions of the project shown on the attached map, unless otherwise noted in this paragraph. The maintenance will be in a manner satisfactory to NDDOT. The NDDOT will continue to maintain ND Highway 18 into Casselton up to the west edge of the 5th Avenue North intersection.



Executed by the city of Casselton, at _____, North Dakota, the last date below signed.

APPROVED:

City of _____

CITY ATTORNEY (TYPE OR PRINT)

NAME (TYPE OR PRINT)

SIGNATURE

SIGNATURE

DATE

*

TITLE

DATE

ATTEST:

CITY AUDITOR (TYPE OR PRINT)

SIGNATURE

DATE

Executed by the county of Cass, at _____, North Dakota, the last date below signed.

APPROVED:

County of _____

COUNTY ATTORNEY (TYPE OR PRINT)

NAME (TYPE OR PRINT)

SIGNATURE

SIGNATURE

DATE

*

TITLE

DATE

ATTEST:

COUNTY AUDITOR (TYPE OR PRINT)

SIGNATURE

DATE

Executed for the North Dakota Department of Transportation by the Director at Bismarck, North Dakota, the last date below signed.



APPROVED as to substance by:

NORTH DAKOTA
DEPARTMENT OF TRANSPORTATION

DIVISION DIRECTOR(TYPE OR PRINT)

DIRECTOR (TYPE OR PRINT)

SIGNATURE

SIGNATURE

DATE

DATE

*Mayor, President City Commission, or Chairman of County Commission

CLA 17058 (Div. 38)
L.D. Approved 11-07; 4-11



AUTHORIZATION

At a _____ meeting held on the _____ day of _____, 20____, it was moved by _____ and seconded by _____ that the attached certification and agreement be approved, and that the * _____ and City Auditor be authorized to execute in behalf of the City of _____ and that three executed copies be returned to the NDDOT Director.

Adopted on a vote of ____ aye, ____ nay, _____ absent.

ATTEST:

APPROVED:

CITY AUDITOR (TYPE OR PRINT)

City of _____

SIGNATURE

NAME (TYPE OR PRINT)

DATE

SIGNATURE

*

TITLE

DATE

CERTIFICATION

It is hereby certified that the City of _____ will issue improvement warrants to finance the amounts that the City is obligated to pay under terms of the attached agreement with the North Dakota Department of Transportation and that authority to do so has been obtained in accordance with the Section 40-22-06 of the North Dakota Century Code.

Executed at _____, North Dakota, the last date below signed.

ATTEST:

APPROVED:

CITY AUDITOR (TYPE OR PRINT)

City of _____

SIGNATURE

NAME (TYPE OR PRINT)

DATE

SIGNATURE

*

TITLE

DATE

*Mayor or President City Commission

AUTHORIZATION



At a _____ meeting held on the _____ day of _____, 20____, it was moved by _____ and seconded by _____ that the attached certification and agreement be approved, and that the * _____ and County Auditor be authorized to execute in behalf of the County of _____ and that two executed copies be returned to the NDDOT Director.

Adopted on a vote of ____ aye, ____ nay, _____ absent.

ATTEST:

APPROVED:

COUNTY AUDITOR (TYPE OR PRINT)

County of _____

SIGNATURE

NAME (TYPE OR PRINT)

DATE

SIGNATURE

*

TITLE

DATE

CERTIFICATION

It is hereby certified that the County of _____ will issue improvement warrants to finance the amounts that the County is obligated to pay under terms of the attached agreement with the North Dakota Department of Transportation and that authority to do so has been obtained in accordance with the Section 40-22-06 of the North Dakota Century Code.

Executed at _____, North Dakota, the last date below signed.

ATTEST:

APPROVED:

COUNTY AUDITOR (TYPE OR PRINT)

County of _____

SIGNATURE

NAME (TYPE OR PRINT)

DATE

SIGNATURE

*

TITLE

DATE

*Chairman, County Commission



**NORTH DAKOTA DEPARTMENT OF TRANSPORTATION
APPENDIX A OF THE TITLE VI ASSURANCES**

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the Contractor), agrees as follows:

1. Compliance with Regulations: The Contractor shall comply with the regulations relative to nondiscrimination in federally-assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
2. Nondiscrimination: The Contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, national origin, sex, age, disability/handicap, or income status**, in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor shall not participate, either directly or indirectly, in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding or negotiation, made by the Contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, national origin, sex, age, disability/handicap, or income status.**
4. Information and Reports: The contractor shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the North Dakota Department of Transportation or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to the North Dakota Department of Transportation, or the Federal Highway Administration, as appropriate, and shall set forth what efforts it has made to obtain the information.
5. Sanctions for Noncompliance: In the event of the Contractor's noncompliance with the nondiscrimination provisions of this contract, the North Dakota Department of Transportation shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including but not limited to:
 - a. withholding of payments to the Contractor under the contract until the Contractor complies, and/or
 - b. cancellation, termination, or suspension of the contract, in whole or in part.
6. Incorporation of Provisions: The Contractor shall include the provisions of paragraphs 1 through 6 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto.

The Contractor shall take such action with respect to any subcontract or procurement as the North Dakota Department of Transportation or the Federal Highway Administration may direct as a means of enforcing such provisions, including sanctions for noncompliance provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation by a subcontractor or supplier as a result of such direction, the Contractor may request the North Dakota Department of Transportation to enter into such litigation to protect the interests of the State; and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

**The Act governs race, color, and national origin. Related Nondiscrimination Authorities govern sex, 23 U.S.C. 324; age, 42 U.S.C. 6101; disability/handicap, 29 U.S.C. 790; and low income, E.O. 12898.



Risk Management Appendix

Routine* Service Agreements With Sovereign Entities and Political Subdivisions of the State of North Dakota:

Parties: **State** – State of North Dakota, its agencies, officers and employees

Governmental Entity – The Governmental Entity executing the attached document, its agencies, officers and employees

Governments – State and Government Entity, as defined above

Each party agrees to assume its own liability for any and all claims of any nature including all costs, expenses and attorney's fees which may in any manner result from or arise out of this agreement.

Each party shall secure and keep in force during the term of this agreement, from insurance companies, government self-insurance pools or government self-retention funds, authorized to do business in North Dakota, the following insurance coverages:

- 1) **Commercial general liability and automobile liability** insurance – minimum limits of liability required of the Governmental Entity are **\$250,000 per person** and **\$500,000 per occurrence**. The minimum limits of liability required of the State are **\$250,000 per person** and **\$1,000,000 per occurrence**.
- 2) **Workers compensation** insurance meeting all statutory limits.
- 3) The policies and endorsements may not be canceled or modified without **thirty (30) days prior written notice** to the undersigned State representative.

The State reserves the right to obtain complete, certified copies of all required insurance documents, policies, or endorsements at any time.

Each party that hires subcontractors shall require any non-public subcontractors, prior to commencement of work set out under an agreement between that party and the non-public subcontractor, to:

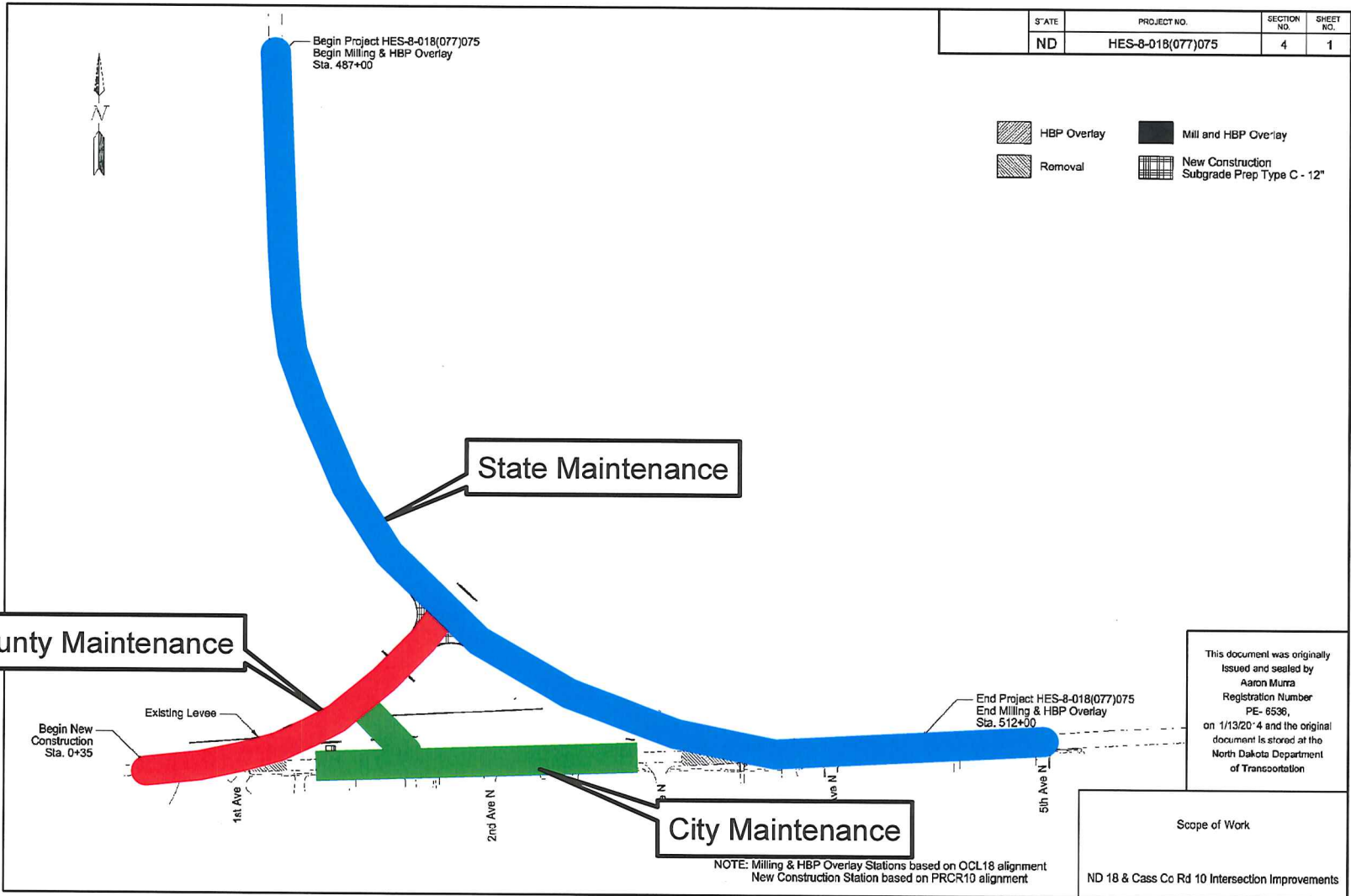
Defend, indemnify, and hold harmless the Governments, its agencies, officers and employees, from and against claims based on the vicarious liability of the Governments or its agents, but not against claims based on the Government's contributory negligence, comparative and/or contributory negligence or fault, sole negligence, or intentional misconduct. The legal defense provided by the Subcontractor to the Governments under this provision must be free of any conflicts of interest, even if retention of separate legal counsel for the Governments is necessary. Subcontractor also agrees to defend, indemnify, and hold the Governments harmless for all costs, expenses and attorneys' fees incurred if the Governments prevail in an action against Subcontractor in establishing and litigating the indemnification coverage provided herein. This obligation shall continue after the termination of this agreement.

Subcontractor shall secure and keep in force during the term of this agreement, from insurance companies, government self-insurance pools or government self-retention funds authorized to do business in North Dakota: 1) commercial general liability; 2) automobile liability; and 3) workers compensation insurance all covering the Subcontractor for any and all claims of any nature which may in any manner arise out of or result from this agreement. The minimum limits of liability required are \$250,000 per person and \$1,000,000 per occurrence for commercial general liability and automobile liability coverages, and statutory limits for workers compensation. The Governments shall be endorsed on the commercial general liability policy and automobile liability policy as additional insureds. Said endorsement shall contain a "Waiver of Subrogation" waiving any right of recovery the insurance company may have against the Governments as well as provisions that the policy and/or endorsement may not be canceled or modified without thirty (30) days prior written notice to the undersigned representatives of the Governments, and that any attorney who represents the State under this policy must first qualify as and be appointed by the North Dakota Attorney General as a Special Assistant Attorney General as required under N.D.C.C. Section 54-12-08. Subcontractor's insurance coverage shall be primary (i.e., pay first) as respects any insurance, self-insurance or self-retention maintained by the Governments. Any insurance, self-insurance or self-retention maintained by the Governments shall be excess of the Contractor's insurance and the Subcontractor's insurance and shall not contribute with them. The insolvency or bankruptcy of the insured Subcontractor shall not release the insurer from payment under the policy, even when such insolvency or bankruptcy prevents the insured Subcontractor from meeting the retention limit under the policy. Any deductible amount or other obligations under the Subcontractor's policy(ies) shall be the sole responsibility of the Subcontractor. This insurance may be in policy or policies of insurance, primary and excess, including the so-called umbrella or catastrophe form and be placed with insurers rated "A-" or better by A.M. Best Company, Inc. The Governments will be indemnified, saved, and held harmless to the full extent of any coverage actually secured by the Subcontractor in excess of the minimum requirements set forth above. The Government Entity that hired the Subcontractor shall be held responsible for ensuring compliance with the above requirements by all Subcontractors. The Governments reserve the right to obtain complete, certified copies of all required insurance documents, policies, or endorsements at any time.

*See *North Dakota Risk Management Manual*, section 5.1 for discussion of "unique" and "routine" agreements.

RM Consulted 2007
Revised 5-09





STATE	PROJECT NO.	SECTION NO.	SHEET NO.
ND	HES-8-018(077)075	4	1

-  HBP Overlay
-  Mill and HBP Overlay
-  Removal
-  New Construction Subgrade Prep Type C - 12"