

AMENDED ITEMS—OCTOBER 15, 2018

REGULAR AGENDA:

6b. County Highway 17 paving at FM Metro Diversion Inlet



RECEIVED
CASS COUNTY COMMISSION

OCT 12 2018

MEMORANDUM

**Highway
Department**

Jason Benson, P.E.
County Engineer

Thomas B. Soucy, P.E.
Deputy County Engineer

Blaine Laaveg
Superintendent

TO: Cass County Commission

FROM: Jason Benson, Cass County Engineer *JB*

DATE: October 11, 2018

SUBJECT: Agenda Item for October 15th, 2018 Commission Meeting:
Paving of Cass Highway 17 at the Diversion Inlet.

On Thursday, October 11th I was asked to attend the Cass County Joint Water Resource District (CCJWRD). During the meeting, members of the Board brought their concerns with the temporary gravel bypass road going around the Diversion Inlet on Cass 17. They stated that they have received a significant increase in complaints about the road condition. With the wetter weather cycle over the last six weeks, the road has been harder to keep maintained with frequent trips to shape it up from our Motor Grader Operator. Members of the Board requested that we pave this gravel section. I explained that while there may be some options, those options for paving are closing as November approaches and the current weather.

Based on the discussing with the CCJWRD Board, my staff and I evaluated paving options we could complete this fall. Based on the current weather and late season we looked at options under \$100,000 so we could get quotes and still pave before the end of October. The only option for this price is to pave a two-inch asphalt layer. This is thinner than our normal pavement recommendations and may need to be paved with an additional two inches next summer. While the two inches may hold up well, we need to be prepared to enhance it next summer. This pavement would provide a better road surface through the winter and the next year or two as we restart the inlet project and road realignment.

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

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



C-17 HMA
OVERLAY
2" X 30' X 2,400'



S 1st St

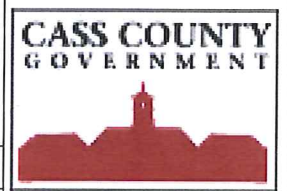
CO RD 16

CO RD 16

CO RD 17 S



C-17 HMA OVERLAY



Date: 10/11/2018

This map is not a substitute for accurate field surveys or for locating actual property lines and any adjacent features.

These data are provided on an "AS-IS" basis, without warranty of any type, expressed or implied, including but not limited to any warranty as to their performance, merchantability, or fitness for any particular purpose.

CONTRACT APPROVAL REQUEST

COMPANY REQUESTING CONTRACT: NORTHERN IMPROVEMENT COMPANY,
P.O. BOX 2846, FARGO, ND 58108

DATE OF REQUEST: October 15, 2018 DATE OF EXPECTED RETURN
TO THE COMMISSION OFFICE:
October 15, 2018

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

STATES ATTORNEY COMMENTS: _____

PORTFOLIO COMMISSIONER SIGNATURE: _____

NOTE: A request for Quotes for Bituminous Overlay was sent out to 4 contractors and we got an answer from 3 of them. The Engineers estimate was \$88,900.00. The quotes were received as follows:

- | | |
|---------------------------------|-------------|
| 1. Northern Improvement Company | \$64,674.75 |
| 2. FM Asphalt LLC | \$72,898.00 |
| 3. Border States Paving Inc | \$83,566.00 |

SUGGESTED MOTION: Authorize Chairperson to sign the purchase order and contract for Northern Improvement Company subject to States's Attorney's approval.

**CASS COUNTY HIGHWAY DEPARTMENT
CONTRACT**

This agreement made and entered into by Cass County, North Dakota, party of the first part, Northern Improvement Company, P.O. Box 2846, Fargo, ND 58108 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 MS1002. 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, 2014 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 Sixty Four Thousand, Six Hundred Seventy Four Dollars and 75/100 (\$64,674.75) 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 _____, 2018.

CASS COUNTY NORTH DAKOTA

Chairperson, Cass County Board of Commissioners

Contractor

WITNESS TO CONTRACTOR'S SIGNATURE

By _____

Title _____