



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 *FBI Tom Long*

DATE: May 10, 2022

SUBJECT: Consent Agenda Item for May 16, 2022 Commission Meeting: SRF-0009(057) – NDDOT – Special Road Fund Program Application Grant Acceptance for the Cass County Brewer Lake Access Road.

---

Attached is a copy of the NDDOT – State Aid Contract for Special Road Fund contract for the Construction and Maintenance Agreement for the Cass County Brewer Lake Access Road. (The Contract has been sent to Commissioner Steen for Electronic Signature)

This Agreement is in reference to the NDDOT – Special Road Fund Program Application Grant that was applied for in Fall of 2021. On March 14, 2022 we received notice that our application was accepted and that we would receive 60% SRF funds to a maximum of \$300,000 towards the improvement of this project.

This project is planned for the 2024 construction season.

**SUGGESTED MOTION:** Accept and electronically sign the NDDOT – State Aid Contract for Special Road Fund contract for the Construction and Maintenance Agreement for the Cass County Brewer Lake Access Road

J:\Admin-Eng\Commission Corrsp\2022 Commission Correspondence\Brewer Lake Grant\Consent Agenda Memo SRF-0009(057) 051022.docx

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

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

MEMO TO: Jennifer Turnbow  
Deputy Director for Planning

FROM: Pam Wenger, Local Government Division

DATE: May 9, 2022

SUBJECT: State Aid Contract for Special Road Fund

The attached contract is for the Construction and Maintenance Agreement for Cass County Brewer Lake Access Road project, Project Number SRF-0009(057) PCN 23612.

This project is funded with 60% SRF funds and limited at \$300,000 in state funding.

Contract #38220674

Contract Total Maximum Cost is \$300,000 - 60% Special Road Fund (SRF) State Funds

38/pjw

Contract routing:

Pam Wenger - Contract Owner

Bryon Fuchs

Paul Benning

Shannon Sauer

Cass County Chairperson

Cass County Auditor

Clint Morgenstern

Jennifer Turnbow

**North Dakota Department of Transportation  
CONSTRUCTION AND MAINTENANCE AGREEMENT  
FOR LPA STATE AID PROJECT**

**Project No. SRF-0009(057)**

**PCN 23612**

**LPA CASS COUNTY**

**Location: BREWER LAKE ACCESS ROAD**

**Length: 1.4 miles**

It is agreed by and between the Local Public Agency (LPA) of Cass County, North Dakota, hereinafter referred to as the LPA, and 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:

That the project shall be constructed and maintained by the LPA.

1. The LPA will pay for all construction costs, less 60 percent contributed by NDDOT. NDDOT contribution will not exceed \$300,000. Engineering, right-of-way, utility, mitigation, and maintenance costs are not eligible for reimbursement.
2. The LPA shall prepare the appropriate bid documents and bid the project in accordance with applicable state and local laws. The LPA shall determine the lowest responsible bidder and execute an agreement for completion of the project.
3. The LPA will construct said project according to the North Dakota *Standard Specifications for Road and Bridge Construction*, the plans, specifications, and other project documents which are made a part of this agreement by reference.
4. The work will be completed by the LPA and contractor(s) within 945 calendar days after this agreement is executed by NDDOT.
5. State reimbursement will be based on accepted and verified quantities determined by the LPA or consulting engineer. The LPA will be required to submit invoices or contractor progressive estimates along with the request for reimbursement.
6. The LPA will acquire the necessary rights of way without state aid or cost to NDDOT. The LPA will remove any existing encroachment upon the right of way and the LPA will save harmless NDDOT from any claim arising from the acquisition of or the failure to acquire such right of way.
7. The Risk Management Appendix, attached, is hereby incorporated and made a part of this agreement.
8. The LPA will provide any necessary permits or agreements required for utility facilities (poles, underground or overhead lines, etc.) that will be installed or allowed to remain on or crossing the right of way.
9. The LPA will secure any necessary permits or clearances such as those required by the State Historical Society, Corps of Engineers, etc.



- 10. The LPA will be responsible for any consideration, avoidance, and minimization of impacts upon real property related to this project, such as changes in the grades of streets, inconvenience to property or business, and any loss of light, air, view, access, egress, drainage, support, or nuisance.
- 11. Adequate engineering and inspection shall be provided by the LPA. The LPA shall make the reports, and keep and make available to NDDOT the records as may be required and perform the work in an acceptable manner.
- 12. The LPA shall ensure that the required number of samples of materials incorporated into the project are taken in a satisfactory manner and are properly submitted for testing.
- 13. The LPA will provide for the signing and marking of the project in accordance with the latest edition of the *Manual on Uniform Traffic Control Devices for Streets and Highways*.
- 14. The terms of this agreement shall not be waived, altered, modified, supplemented, or amended, in any manner whatsoever, except by written instrument signed by the parties.
- 15. The LPA shall comply with all applicable laws and rules, including, but not limited to, those relating to nondiscrimination, accessibility, and civil rights.
- 16. AFTER COMPLETION OF CONSTRUCTION, the LPA will, at its own cost and expense, maintain the project in a manner satisfactory to NDDOT or their authorized representative, and will make ample provision each year for such maintenance.

EXECUTED that date last below signed.

ATTEST:

LPA OF \_\_\_\_\_

\_\_\_\_\_  
AUDITOR (TYPE OR PRINT)

\_\_\_\_\_  
MAYOR/PRESIDENT/CHAIRPERSON (TYPE OR PRINT)

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
DATE

APPROVED as to substance:

NORTH DAKOTA  
DEPARTMENT OF TRANSPORTATION

Paul Benning

\_\_\_\_\_  
DIRECTOR (TYPE OR PRINT)

DS  
BF

DS  
SS

\_\_\_\_\_  
LOCAL GOVERNMENT ENGINEER (TYPE OR PRINT)

\_\_\_\_\_  
SIGNATURE  
506247A...

\_\_\_\_\_  
5/9/2022

\_\_\_\_\_  
DATE

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE

CLA 18699 (Div. 38)  
L.D. Approved 07-17

