



Highway Department

Jason Benson, P.E.
County Engineer

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

Blaine Laaveg
Superintendent

MEMORANDUM

TO: Cass County Commission

FROM: Jason Benson, Cass County Engineer *JPB*

DATE: December 22, 2022

SUBJECT: Consent Agenda Item for January 3rd, 2023 Commission Meeting: FHWA RAISE Grant Application Preparation

Attached are the contract documents for Kadrmas, Lee & Jackson, Inc. for FHWA RAISE Grant application preparation. Cass County has identified several projects in our 2023-2027 highway and bridge plan that are eligible for the new grants available through the Infrastructure Investment and Jobs Act (IIJA). The FHWA just released the 2023 RAISE Grant application notice of funding opportunity. Due to the grant closing date of February 28th, 2023, I am requesting to contract with KLJ for their assistance and expertise in drafting the grant application for the Cass Highway 4 project between ND18 and Cass Highway 11. This eight-mile project is estimated to cost \$14.8 million and to be constructed in 2024-2025. If awarded this grant, the Federal cost share would be at least 80% or \$11.8 million. This project is also eligible for the FHWA RURAL Grant, so much of this grant application work would be used for submitting a RURAL application in May 2023.

The estimated cost of this work is \$28,210.00

SUGGESTED MOTION: AUTHORIZE CHAIRPERSON TO SIGN PURCHASE ORDER AND CONTRACT DOCUMENTS WITH KADRMAS, LEE & JACKSON, INC. FOR THE RAISE GRANT APPLICATION SUBJECT TO STATE'S ATTORNEYS APPROVAL.

J:\Admin-Eng\Commission Corrsp\2023 Commission Correspondence\FHWA Grant Application - KLJ\Agenda Memo KLJ 2023 RAISE Grant 010323.docx

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

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



CONTRACT APPROVAL

REQUIRED BY DEPARTMENT:

DEPARTMENT: Highway DATE OF REQUEST: 12-28-2022

COMPANY REQUESTING CONTRACT: Kadrmass, Lee, and Jackson

BRIEF PROJECT DESCRIPTION: RAISE Grant application preparation

NEW CONTRACT OR CONTRACT RENEWAL

REQUIRED BY STATE'S ATTORNEY OFFICE:

STATE'S ATTORNEY SIGNATURE: *Mathin Naumann*

STATE'S ATTORNEY COMMENTS:

Approved as to form.

CASS COUNTY GOVERNMENT ENGINEERING SERVICES AGREEMENT

Project Numbers and Locations: MS2302 – RAISE Grant Application Services

Type of Project: Grant Application

Type of Construction: N/A

THIS AGREEMENT is entered into by and between Cass County, herein after known as the County, and Kadrmas, Lee & Jackson, Inc., of West Fargo, North Dakota hereinafter known as Engineer.

I.

The Engineer shall perform the needed detailed construction design services only per Request for Proposal.

II.

The County will pay the Engineer as follows:

A. Maximum Payment: The total contract cost not to exceed \$28,210.00 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 Kadrmas, Lee & Jackson, 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.

In the event that the termination of this agreement is not the fault of the Engineer the County shall compensate the Engineer for services performed prior to the termination, along with reimbursable expenses then due.

The original copies of all drawing, prints, plans, and field notes prepared by the Engineer prior to 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.

The design services done as a result of this agreement are intended for use only on the project that is the subject of this agreement. The design services are not intended to be used on other projects. In the event that the County uses the design services that are the subject of this agreement on another project the use of the design services will be at the County's own risk.

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 or 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 \$10,000.00, 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 Finance Director

Chairperson, Board of County Commissioners

Date

Mark Anderson, Kadmas, Lee & Jackson, Inc.

Date

RAISE Grant (FY 2023) Development & Submittal Preparation
Cass County – County Road 4
Cass County, ND

Scope of Services
December 22, 2023

I. PURPOSE

Cass County has requested KJL prepare an application for funding through the FY 2023 Rebuilding American Infrastructure with Sustainability and Equity (RAISE) Grant Program. The grant application will support funding for County Road 4 between County 11 and State Highway 18 which is currently a priority project in the County's Capital Improvement Plan (CIP). The RAISE program provides dedicated funding for projects that address critical issues facing our nation's highways and bridges. KJL will prepare a RAISE application and benefit cost analysis (BCA) responsive to recent guidance from US DOT related to project competitiveness and the benefit cost analysis BCA component of the application.

II. SERVICES TO BE PERFORMED

Grant Development

KJL will prepare a RAISE Grant application inclusive of all requested project materials to the FY 2023 RAISE Notice of Available Funding (NOFA). KJL will coordinate with Cass County to develop a grant narrative, project analysis, illustrative graphics and a final layout that position the overall project to secure RAISE funding. Grant development efforts will also include a project website/landing page, including the placement/uploading of relevant content. Cass County will take responsibility for securing relevant letters of support (based on a template provided by KJL) and submit the grant application package through *grants.gov*.

Benefit Cost Analysis

KJL will develop a BCA for the overall project with data analysis that is desktop in nature and is available through previous work with the County. KJL is using a subcontractor (The Beckett Group) to provide a QA/QC on the BCA. The BCA will include a detailed narrative, spreadsheet documentation and include a technical memorandum. Elements of the BCA are summarized into the final RAISE Grant.

Project Support & Coordination

KJL will manage content development of the FY 2023 RAISE application. KJL will hold coordination calls with the County and other project partners over the months of January and February. KJL will coordinate with Cass County regarding the supporting financial plan which will be included to meet requirements of the RAISE program criteria, building from the initial financial framework included in the County CIP. KJL will work with Cass County to prepare materials to be submitted in *grants.gov*. KJL will ensure all applicable supporting materials are posted online through the project webpage developed by KJL.

III. DELIVERABLES PROVIDED BY KJL

KJL will prepare the FY 2023 RAISE grant application, including all supporting documentation including an updated project BCA.

IV. Fee

Total cost of services to complete this scope are estimated at \$28,210.

	Wade Kline	Denae Johnson	Joe Devore	Stacie Cornett	Total
Project Management	4	8	0	0	\$1,784
Grant Development	8	56	8	0	\$9,688
Letters of Support/Website	2	4	0	8	\$1,692
Layout / Graphics	4	2	2	48	\$6,226
BCA	2	0	40	4	\$7,820
Beckett Group (BCA Support)					\$1,000
	20	70	50	60	
Total	\$4,200	\$8,260	\$8,750	\$6,000	\$28,210



PURCHASE ORDER

PAGE: 1
 P.O. NO.: 153627
 DATE: 12/27/22

N.D. Sales Tax Exempt No. E-3009

KADRMAS, LEE & JACKSON, INC.
 4585 COLEMAN ST
 PO BOX 1157
 BISMARCK, ND 58502-1157

SHIP TO: CASS COUNTY GOVERNMENT
 COUNTY ENGINEER
 1201 WEST MAIN AVENUE
 WEST FARGO, ND 58078

VENDOR NO.									
9759									
DELIVER BY		SHIP VIA		F.O.B.		TERMS			
12/27/22						NET			
CONFIRM BY			CONFIRM TO			REQUISITIONED BY			
			HALLAND, SHARI K			JASON BENSON			
FREIGHT		CONTRACT NO.		ACCOUNT NO.		PROJECT		REQ. NO.	REQ. DATE
				211-4001-431.33-01		MS2302KLJ			12/27/22
LINE NO.	QUANTITY	UOM	ITEM NO. AND DESCRIPTION				UNIT COST	EXTENDED COST	
1	28210.00	EA	FHWA RAISE GRANT APPLICATION PREPERATION				1.0000	28210.00	
SUB-TOTAL								28210.00	
								28210.00	

AUTHORIZED BY _____ COUNTY OFFICIAL