



Highway Department


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MEMORANDUM

TO: Cass County Commission

FROM: Kyle Litchy, County Engineer 

DATE: March 31, 2025

SUBJECT: Agenda Item for April 7th, 2025 Commission Meeting: Highway Department
Budget Adjustment & Project CB2604 - C31 13/14 Harwood Twp - Bridge Over
Sheyenne River – Preliminary & Design Engineering

This bridge was closed last summer due to accelerated bridge movement over the last year. Cass County has begun an accelerated process to try and get this structure replaced as soon as possible due to its importance. Preliminary Design and Soil Testing have been started to get a better understanding of ways to move forward with new design. Once we had more knowledge on the situation regarding this structure and the severity of the movement, we felt that it was necessary to go through a proposal process to get the right consultant to complete the Preliminary & Design Engineering.

Three consultants prepared a proposal and all were interviewed. Each consultant was tasked with presenting on past experience, knowledge of the existing structure, knowledge of similar structures, and grant possibilities. All consultants interviewed well, however, KLJ Engineering, LLC was chosen due to their knowledge on the project and confidence on achieving grant dollars to help with the burden of an unexpected bridge project of this scale.

The decision to move forward with KLJ Engineering, LLC for the preliminary & design engineering on this project was brought forward at the Road Advisory Committee Meeting and approved.

The cost to complete this work is \$1,091,000.00. This contract includes all necessary items required to complete the design of this bridge, including alternative analysis, hydraulics, preliminary, environmental, & final design as well as all permits required.

Due to the timing of the closure, this project was not included in our 2025 budget. Therefore, we are respectfully submitting a budget adjustment request in the amount of \$1,091,000.00 to the engineering budget line item 211-4001-401-33.01. Funds are available in our 2025 budget due to lower bid prices on our road and bridge projects. Currently we are \$1.4M lower on Road and \$900k lower on bridge for a total of \$2.3M lower then budgeted line items.

Attached are the contract documents for KLJ Engineering, LLC for Preliminary & Design and Engineering for the reconstruction of the Cass County 31 Bridge over the Sheyenne River.

SUGGESTED MOTION: MOVE TO APPROVE A BUDGET ADJUSTMENT OF \$1,091,000 TO THE ENGINEERING BUDGET LINE ITEM 211-4001-401-33.01 FOR THE ABOVE MENTIONED PROJECT, AND AUTHORIZE CHAIRPERSON TO SIGN CONTRACT DOCUMENTS WITH KLJ ENGINEERING, LLC FOR THE PRELIMINARY & DESIGN ENGINEERING FOR THE BRIDGE STATED ABOVE SUBJECT TO STATE'S ATTORNEYS APPROVAL.

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CONTRACT APPROVAL REQUEST

COMPANY REQUESTING CONTRACT:

KLJ Engineering, LLC, 300 23rd Ave E, Suite 100, West Fargo, ND 58078

DATE OF REQUEST: March 31, 2025

DATE OF EXPECTED RETURN TO THE COMMISSION OFFICE: April 7th, 2025

DEPARTMENT HEAD REQUESTING SIGNATURE: **Kyle Litchy, 701-298-2380**



STATE'S ATTORNEY SIGNATURE: _____

STATE'S ATTORNEY COMMENTS: _____

PORTFOLIO COMMISSIONER SIGNATURE: _____

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CASS COUNTY GOVERNMENT ENGINEERING SERVICES AGREEMENT

Project Numbers and Locations: CB2604 – C31 13/14 Harwood Twp – Sheyenne River Bridge

Type of Project: Bridge Design

Type of Construction: Preliminary & Design Engineering

THIS AGREEMENT is entered into by and between Cass County, herein after known as the County, and KLJ Engineering, LLC, 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 \$1,091,000.00 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 KLJ Engineering, LLC.

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

Matt Lange, KLJ Engineering, LLC.

Date