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CASS COUNTY COMMISSION

MEMORANDUM

**Highway
Department**

Jason Benson, P.E.
County Engineer

Richard S. Sieg
Superintendent

Thomas B. Soucy, P.E.
Design and Construction
Engineer

TO: Cass County Commission

FROM: Jason Benson, Cass County Engineer *JPB*

DATE: November 21, 2014

SUBJECT: Agenda Item for December 1, 2014 Commission Meeting:
New Contract for Engineering Services with Moore
Engineering, Inc. for a Feasibility Study of Cass Highway 10
in Casselton

The City of Casselton was notified earlier this year that they had been accepted for a ND Streets grant through the NDDOT. This grant provides funding for ND State Highways that pass through a city. Casselton applied for the ½ mile section on the northwest side of the city where ND Highway 18 intersects with Cass Highway 10, then turns west for ½ mile, and then resumes back to the north. The grant will fund both paving and storm water infrastructure.

Unfortunately the water in this this section of highway drains to the east to our Cass Highway 10 through a series of old culverts and underground pipe. Therefore, for the ND Streets project to be completed properly, a major reconstruction of Cass 10 needs to occur. In addition, this segment of Cass Highway 10 is currently at a Pavement Condition Index of "Poor" and will need to be repaired within the next five to ten years.

The City of Casselton has asked Cass County to complete a Feasibility Study of the Cass Highway 10 corridor from the intersection with ND State Highway 18 east for approximately ½ mile. This Feasibility Study would determine the estimated cost, as well as identify options for improving a storm sewer and access to Central Cass School.

In the past we have completed Feasibility Studies in Mapleton and Kindred prior to going to those cities for a cost share. Once the study is complete and costs are known, the County has made agreements with the cities for a County/City cost share of between 50/50 to 60/40. The City of Casselton is requesting the Feasibility Study to determine what its future costs would be regarding both the section of Cass Highway 10 and the ND Streets project for ND State 18.

SUGGESTED MOTION: Approve the Contract for Engineering Services for the Moore Engineering, Inc. for a Feasibility Study in Casselton of Cass Highway 10.

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West Fargo, North Dakota
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701-298-2370
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CASS COUNTY GOVERNMENT ENGINEERING SERVICES AGREEMENT

Project Number and Location: CH1802 – Cass Hwy 10 - Casselton, ND

Type of Project: Feasibility Study

Type of Construction: Grading & Surfacing

THIS AGREEMENT is entered into by and between Cass County, herein after known as the County, and Moore Engineering 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 to be per attached standard hourly rates not to exceed \$24,500.00 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, 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 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 Moore Engineering, 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 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.

VII.

This agreement may be terminated by the County 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 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.

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 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 Auditor

Chairperson, Board of County Commissioners

Date

David A. Roedel, Moore Engineering, Inc.

Date