



Highway Department

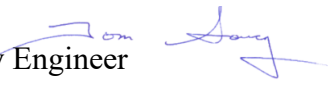
Telephone: 701-298-2370

Fax: 701-298-2395

SMB-HWY@casscountynd.gov

MEMORANDUM

TO: Cass County Commission

FROM: Thomas B. Soucy, County Engineer 

DATE: July 31, 2024

SUBJECT: Consent Agenda Item for August 19, 2024, Cass County Commission.
Bridge Guardrail Repair

Attached are the documents from 3D Specialties to repair 2 bridges that have damaged guardrail. The total cost for repair is \$26,856.00.

SUGGESTED MOTION: Retroactively authorize Chairperson to sign the attached quotes from 3D Specialties to repair 2 damaged bridge guardrails.



3D Specialties

Bismarck, ND
701-223-0828
Fax: 701-223-3140

Fargo, ND
701-293-8599
Fax: 701-293-7811

Minot, ND
701-839-6557
Fax: 701-852-0931

Williston, ND
701-826-6264
Fax: 701-826-6263

Equal Opportunity Employer

PROPOSAL SUBMITTED TO Cass County Hwy Dept	JOB NO.	DATE 7/30/24
STREET Attn: Blaine Laaveg	JOB NAME Guardrail Repair	
CITY, STATE AND ZIP CODE	JOB LOCATION CR 10/CR 11; SW Corner; Mapleton, ND	

We hereby submit specifications and estimates for:

We propose to complete the work as follows:

All labor and materials to repair damaged guardrail

- Remove and dispose of damaged components
- Install new (3) 12'-6" Radius W Beam and (3) Wood posts and post bolts
- Traffic control is included

Total price complete: \$6,536.00

NOTES:

1. A copy of this proposal is to become part of the contract.
2. Price does not include night work or double shifting of crews.
3. Work to be completed in 2024.

Terms of Payment: Progress Payments Sales/use tax included where applicable

96 business hours may be required due to state law for locates before our work may begin. Staking is not included. Excavation protection is not included. Pedestrian control providing an appropriate ADA compliant alternate route and closure, audible information devices, temporary pavement markings, temporary traffic barrier, crash cushion, temporary curb ramps, detectable edging, temporary pedestrian access routes, and/or meeting PROWAG/TPAR requirements is not included.

Flagging, incidental sign/stripping work, shadow vehicle/TMA work and watchperson is not included. Temporary mailbox installation/maintenance is not included.

Pavement sweeping is not included. Temporary pavement marking tape/markers require 50 degree-dry surfaces for application.

Traffic control for striping and electrical work is not included. Private/NDDOT utility locate work is not included in our price above. "One-Call" utility locates are included in our price.

Traffic control supervisor is not included unless noted. Traffic signal/PCMS maintenance person is not included.

The above price is based upon standard NDDOT insurance requirements. No allowance is included for any additional insurance that may be required by the contractor or the railroad. Staking will be the owner's/prime contractor's responsibility.

Purchaser agrees to indemnify and hold harmless 3D and its agents from any and all claims or damages arising directly or indirectly from any work relating to this Proposal. Purchaser agrees that 3D's liability shall not exceed the amount paid to it under this Proposal. All work to be completed according to standard industry practices and The Manual of Uniform Traffic Control Devices. Purchaser agrees that any alternation or deviation from the above price specifications requires 3D's prior written consent and shall automatically become part of and subject to this Proposal, which may include additional charges. This proposal is contingent upon strikes, accidents or delays beyond 3D's control and supersedes all prior written or oral agreements. Purchaser agrees to carry all necessary and required insurance. 3D's workers are fully covered by Workers Compensation Insurance or other required insurance. Notwithstanding anything to the contrary, items or services not included in this Proposal are not included in 3D's price above.

Acceptance of Proposal The above prices, specifications, terms and conditions are satisfactory and are hereby accepted by Purchaser. 3D is authorized to do the work as specified and Purchaser shall make payment as outlined above.

Date of Acceptance: _____

By: Stephanie Miller
Stephanie Miller

This proposal may be withdrawn by 3D Specialties, Inc.

Within 7 days

Purchaser

Purchaser Name: _____

By: _____

Print Name: _____

Its: _____

PROPOSAL



3D Specialties

Bismarck, ND
701-223-0828
Fax: 701-223-3140

Fargo, ND
701-293-8599
Fax: 701-293-7811

Minot, ND
701-839-6557
Fax: 701-852-0931

Williston, ND
701-826-6264
Fax: 701-826-6263

Equal Opportunity Employer

PROPOSAL SUBMITTED TO Cass County Hwy Dept/Blaine Laaveg	JOB NO.	DATE 6/19/24
STREET	JOB NAME Attenuator Replacement	
CITY, STATE AND ZIP CODE	JOB LOCATION CR 20 @ Sheyenne River; ND Quadrant	

We hereby submit specifications and estimates for:

We propose to furnish all materials and labor to complete the following:

Remove existing damaged Quadguard II Crash Attenuator and replace with new, including new Quad Beam to W Beam Transition Assembly. Existing concrete pad to remain in place and be reused. Price includes set up and removal of traffic control.

TOTAL PRICE COMPLETE: \$20,320.00

NOTES:

1. Price does not include work during frozen weather conditions.
2. A copy of this proposal is to become part of the contract.
3. Price based on completion during the 2024 construction season.
4. Price does not include night work or double shifting of crews.

Terms of Payment: Progress Payments Sales/use tax included where applicable

96 business hours may be required due to state law for locates before our work may begin. Staking is not included. Excavation protection is not included. Pedestrian control providing an appropriate ADA compliant alternate route and closure, audible information devices, temporary pavement markings, temporary traffic barrier, crash cushion, temporary curb ramps, detectable edging, temporary pedestrian access routes, and/or meeting PROWAG/TPAR requirements is not included.

Flagging, incidental sign/stripping work, shadow vehicle/TMA work and watchperson is not included. Temporary mailbox installation/maintenance is not included.

Pavement sweeping is not included. Temporary pavement marking tape/markers require 50 degree-dry surfaces for application.

Traffic control for striping and electrical work is not included. Private/NDDOT utility locate work is not included in our price above. "One-Call" utility locates are included in our price.

Traffic control supervisor is not included unless noted. Traffic signal/PCMS maintenance person is not included.

The above price is based upon standard NDDOT insurance requirements. No allowance is included for any additional insurance that may be required by the contractor or the railroad. Staking will be the owner's/prime contractor's responsibility.

Purchaser agrees to indemnify and hold harmless 3D and its agents from any and all claims or damages arising directly or indirectly from any work relating to this Proposal. Purchaser agrees that 3D's liability shall not exceed the amount paid to it under this Proposal. All work to be completed according to standard industry practices and The Manual of Uniform Traffic Control Devices. Purchaser agrees that any alternation or deviation from the above price specifications requires 3D's prior written consent and shall automatically become part of and subject to this Proposal, which may include additional charges. This proposal is contingent upon strikes, accidents or delays beyond 3D's control and supersedes all prior written or oral agreements. Purchaser agrees to carry all necessary and required insurance. 3D's workers are fully covered by Workers Compensation Insurance or other required insurance. Notwithstanding anything to the contrary, items or services not included in this Proposal are not included in 3D's price above.

Acceptance of Proposal The above prices, specifications, terms and conditions are satisfactory and are hereby accepted by Purchaser. 3D is authorized to do the work as specified and Purchaser shall make payment as outlined above.

Date of Acceptance: _____

By: Stephanie Miller
Stephanie Miller

This proposal may be withdrawn by 3D Specialties, Inc.
Within 7 days

Purchaser
Purchaser Name: _____

By: _____

Print Name: _____

PROPOSAL



Administration

Telephone: 701-241-5770

Fax: 701-241-5776

wilsonro@casscountynd.gov

MEMO

TO: County Commission
FROM: Taylor Kaushagen
Date: August 26, 2024
Subject: Winter 2024-2025 Snow Removal Services

The 2025 Budget includes \$30,000 for snow removal services for the Courthouse and Annex parking lots. Buildings and Grounds solicited the following quotes for snow removal services:

- JT Lawn Services and Landscaping
 - Skid Steer \$135 per hour
 - Compact payloader \$155 per hour
 - Payloader \$175 per hour
 - Semi \$130 per hour
 - Lot Treatment \$293 per hour
 - Will do snow hauling
- All Terrain Fargo
 - Payloader \$200 per hour
 - Plow Truck or Ventrac \$125 per hour
 - Toolcat or Bobcat \$125 per hour
 - Does not include snow hauling
- Glacier Dust Control
 - Seasonal rate of \$20,870.00
 - Or hourly rates
 - Loader 14' to 16' \$190.00 per hour
 - Loader 10' to 12' \$175.00 per hour

SUGGESTED MOTION: Authorize purchase of snow removal services for the Courthouse and Annex Parking lots with JT Lawn Services and Landscaping as presented from November 1, 2024, to March 31, 2025.



Date 8/14/2024

**JT LAWN SERVICES AND LANDSCAPING
SNOW REMOVAL CONTRACT**

Customer Information:

Company: Cass County Highway Department
 Job Contact: Gene Gartnerg
 Address: Courthouse/Annex Lots
 Phone: 701-541-0713

Property Description	Skid Steer	Compact Payloader	Payloader	Semi	Lot Treatment
Courthouse/Annex Lots	\$135	\$155	\$175	\$130	\$293

Snow removal services will commence upon:

1" of Snow Accumulation

Snow removal services include service to:

Parking Lots, Lot Treatments

Hauling would be done upon request at the hourly rates list above

This Contract is effective as of todays date (the "Effective Date") by and between the parties listed below. Customer and the Contractor may be referred to herein as a party or collectively as the "parties".

Effective Date 11/1/2024

This Contract shall commence on the Effective Date and remain in effect until expiration date, or until terminated sooner as provided herein ("Expiration Date").

Expiration Date 3/31/2025

Customer
Cass County Highway Department

Contractor
JT Lawn Services and Landscaping

RECITALS

WHEREAS, Customer operates and maintains the real property located at: Courthouse/Annex Lots

WHEREAS, Customer wishes to retain Contractor to perform exclusive snow removal services at: Cass County Highway Department

WHEREAS, Customer and Contractor seek to enter into a new contract on the terms set forth herein;

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the Contractor and Customer expressly incorporate the foregoing recitals into this Agreement, and covenant and agree to be bound as follows:

1. **Scope of Services.** Customer hereby engages Contractor to provide the exclusive snow removal services (“**Snow Removal Services**”) and exclusive additional services (“**Additional Services**”)

2. **Term.** This Contract shall commence on the Effective Date and remain in effect until expiration date, or until terminated sooner as provided herein (“Expiration Date”).

Expiration Date 3/31/2025

3. **Payment.** Customer shall pay Contractor for Services at the rates set forth below.

3.1 Snow Removal Services. Customer shall pay Contractor the sum of services on either an hourly or monthly contract as listed above. Customer shall pay Contractor the sum of each hourly service by the amount of hours worked on each site. In the event that multiple pieces of equipment are needed on site, it is up to the discretion of the contractor to supply this equipment and charge accordingly.

3.2 Additional Services. Snow hauling is not included in the hourly snow removal service prices, and Customer shall pay Contractor the sum of One Hundred Fifteen Dollars and 00/100 (\$130.00) per hour for a dump truck and One Hundred Seventy-Five Dollars and 00/100 (\$175.00) per hour for a loader to haul and remove snow. Contractor shall only engage in the Additional Services upon request by the Customer.

Contractor shall submit an invoice to Customer at the end of each month for the Services performed during that month. Payment is due within thirty (30) days of the date of the invoice. Any payment past due shall be subject to a late fee at the lower of ten percent (10%) or the highest rate allowable under the law. A service charge of \$30.00 will be charged for any returned check. The prevailing party in any litigation brought to enforce this Agreement shall be entitled to recover from the losing party all costs and expenses (including attorneys’ fees) associated with its efforts to enforce the Agreement.

4. **Default.** In the event Customer defaults under any term of this Agreement, Contractor may, upon providing ten (10) days prior written notice to Customer, terminate this Agreement without penalty. In addition, Contractor may, with or without terminating this Agreement, pursue specific performance, collect any unpaid invoices for Services, or pursue any other available remedy at law.

5. **Equipment and Supplies.** Unless otherwise agreed between Customer and Contractor in a separate writing, Contractor shall furnish, at Contractor’s own expense, the equipment, supplies and other materials used to perform the Services.

6. **Limitation of Liability.** Contractor will exercise ordinary care to avoid damage to curbs, trees and shrubs; provided, however, Contractor is not responsible for any: (i) damage to landscaping caused by the piling of snow; (ii) damage to items that are snow-covered and not visible; (iii) damage caused by equipment when tree, shrub and sidewalk areas are not reasonably delineated due to snow accumulation; (iv) personal injuries resulting from slip and fall accidents; or (v) acts of God, including, but not limited to, extraordinary weather conditions. Contractor is not responsible for damage due to salt use.

7. **Hazards.** Customer acknowledges that snow plowing may not clear its property to bare pavement and that slippery conditions may prevail even after plowing and removal of snow. Contractor assumes no responsibility for slip and fall accidents or vehicular accidents as a result of this naturally occurring condition.

8. **Notice.** Any and all notices, demands, or other communications required or desired to be given hereunder by any party shall be in writing and shall be validly given or made to another party if personally served, or if deposited in the United States mail, certified or registered, postage prepaid, return receipt requested. If such notice or demand is served personally, notice shall be deemed constructively made at the time of such personal service. If such notice, demand or other communication is given by mail, such notice shall be conclusively deemed given five days after deposit thereof in the United States mail, addressed to the party to whom such notice, demand, or other communication is to be given as follows:

CUSTOMER:

Name: Cass County Highway Department

Attn: Gene Gartnerg
Address Courthouse/Annex Lots
Phone # 701-541-0713

CONTRACTOR:

Name: JT Lawn Services and Landscaping
Attn: Attn: Josh West
Address 2618 16th Ave S. Moorhead, MN 56560
Phone # Office: 701-729-5296

9. **Severability of Provisions.** If any provision of this Agreement shall be held invalid in a court of law, the remaining provisions shall be construed as if the invalid provision were not included in this Agreement.
10. **No Implied Waiver of Provisions.** Any party's failure to insist in any one or more instances upon strict performance by any other party of any of the terms of this Agreement shall not be construed as a waiver of any continuing or subsequent failure to perform or a delay in performance of any term hereof.
11. **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, personal representatives, successors, and assigns.
12. **Counterpart Execution.** This Agreement may be executed in any number of counterparts with the same effect as if all parties hereto had signed the same document. All counterparts shall be construed together and shall constitute one Agreement.
13. **Entire Agreement; Amendment.** This Agreement constitutes the entire agreement of the parties with respect to the content herein, and shall supersede all other oral or written agreements. This Agreement may not be modified, amended or waived except in writing executed by all parties.
14. **Governing Law.** This Agreement shall be governed by the laws of the state of which the services are completed, with any action or proceeding with respect to this Agreement venued or arbitrated in the any state or federal court.
15. **Acknowledgement.** The parties acknowledge that they have been advised to each seek independent legal counsel, that they have had an opportunity to seek legal counsel, and understand and acknowledge the significance and the terms and conditions of this Agreement and the attachments hereto. The parties acknowledge that this Agreement shall not be construed more strictly against one party, it being understood that both parties have contributed to the terms and conditions as well as the preparation of this Agreement.
16. **Termination of Contract.** Either party has the right to cancel this contract with a 90 day written notice. This notice will only be allowed in the months of service between November 1 - March 31.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

Cass County Highway Department

JT LAWN SERVICES AND LANDSCAPING

By: _____

By: Josh West

Name: _____

Name: 

Its: _____

Its: Owner/Manager

Gartner, Gene

From: Randy Gresh <randy.gresh@allterrainfargo.com>
Sent: Tuesday, August 13, 2024 5:03 PM
To: Gartner, Gene
Subject: Snow Removal - Annex, Courthouse

CAUTION: EXTERNAL EMAIL

Good afternoon Gene,

Thank you for meeting with me last week to discuss the areas for snow removal. I have included an overhead map and highlighted the parking lot areas. Please confirm these areas. We can certainly add these areas to our list for this upcoming snow season.

To recap what you're looking for:

- 1" trigger
- No Sidewalks
- No sand/salt
- You will schedule your own snow hauling

Below are the hourly rates for this upcoming season:

- Snow Removal with Payloader - \$200/hr
- Snow Removal with plow truck or Ventrac - \$125/hr
- Snow Removal with Toolcat or Bobcat - \$125/hr

We'd like to use our hourly rates this season as we haven't serviced these areas before and want to offer you the most fair and accurate pricing.

Would you like to proceed? Please let me know if you have any questions.

Best,

No snow hauling



Gartner, Gene

From: Don Nelson - Glacier Dust <don@glacierdustcontrol.com>
Sent: Tuesday, August 15, 2023 9:38 AM
To: Laaveg, Blaine
Subject: Re: Cass County

CAUTION: EXTERNAL EMAIL

Hi Blaine,

1. Seasonal: For all the sites listed at a square footage of 109,350 **Total: \$20,870.00** We usually like to run seasonal contracts over three years to play out the averages of snowfall totals.

2. Hourly rates: Loader (Cat 926M to 938M, JD 544) with 14' to 16' Arctic Sectional pusher: **\$190.00/hr**

Loader (Cat 908M, JD 324) with 10' to 12' Arctic Sectional pusher: **\$175.00/hr**

Please feel free to contact me with any questions or concerns you may have.

Thank you,
Don Nelson
Glacier Dust
701.238.0307

On 8/2/2023 3:18 PM, Laaveg, Blaine wrote:

Don, here is a map of the lots we usually do snow removal at. I'm just looking at what a potential cost would be on average for the snow season. Let me know if you have any questions.

The Courthouse address is 211 9th Street South Fargo, ND. The other lots are within a block of this as you can see by the attached map.

Blaine Laaveg
Cass County Highway Department
Highway Superintendent
701-298-2377



Administration

Telephone: 701-241-5770

Fax: 701-241-5776

wilsonro@casscountynd.gov

MEMO

TO: County Commission
FROM: Taylor Kaushagen
Date: August 26, 2024
Subject: Heating for new Law Enforcement Storage Building

Buildings and Grounds solicited the following quotes for heating at the new Law Enforcement Storage Building:

- BDT Mechanical in the amount of \$30,815.00
- Peterson Mechanical, Inc. in the amount of \$32,400.00

SUGGESTED MOTION: Authorize purchase of heating for the Law Enforcement Center Storage Building in the amount of \$30,815.00 with BDT Mechanical.



Vendor information

BDT MECHANICAL LLC
5513 14TH AVE N
FARGO, ND 581082964

Purchase order

Date
Prepayment obligation

PO-000204-1

08/26/2024
No

701-232-8891

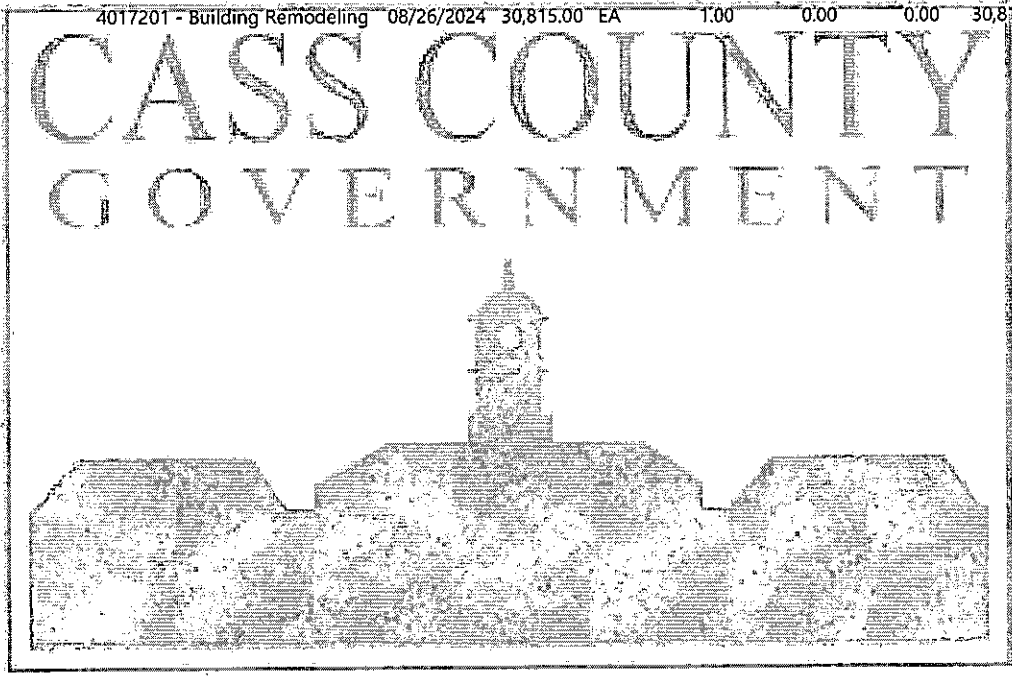
Delivery address

Cass County
211 9th St S
Fargo, ND 58103

Attention information

Delivery terms

Line number	Item number	Description	Delivery	Quantity	Unit	Unit price	Discount	Discount percent	Amount	Print code
1		4017201 - Building Remodeling	08/26/2024	30,815.00	EA	1.00	0.00	0.00	30,815.00	



211 9th St S
Fargo, ND 58103

Telephone (701) 297-6000
Fax
Email address

Tax registration number
Tax exempt number

Signature _____



Shipping Address: 5513 14th Avenue North
Fargo, ND 58102
Mailing Address: PO Box 2964
Fargo, ND 58108-2964
Telephone: 701-232-8891
Tax: 701-237-4711

TO: Gene Gartner
COMPANY: Cass County
RE: LEC storage bldg. Heating

DATE: 7/3/24
FROM: Clark Erickson
TOTAL # OF PAGES: 1

COMMENTS: This proposal is for the heating of the Proposed Storage Building at the Cass County LEC facility in North Fargo

This includes as follows:

- 4- 175,000 btu hanging unit heaters
- 2 PSI to inches of WC regulators for each unit with vent limiters
- All new black Iron gas piping
- All new Class B venting
- All necessary side wall venting
- Individual stand alone, non-programable T-stats
- Low voltage wiring
- All lifts and equipment
- All necessary labor
- Start up
- Permits and inspections

Total cost \$30,815

Does not include:

- Line voltage
- Louvers

Pricing valid for 30 days

Sincerely,

Clark Erickson
BDT Mechanical, LLC

Accepted by:

Company: _____

Address: _____

Signature: _____

DESIGN . BUILD . MAINTAIN

PETERSON MECHANICAL, INC.

P.O. Box 302 • 3001 1st Avenue North • Phone 293-7206 • FAX 293-8683
Fargo, North Dakota 58107

August 20, 2024

Cass County Government
211 9th street south
Fargo, ND 58103

Attn: Gene Gartner

Re: Cass County LEC Storage Facility

Peterson Mechanical will provide Labor and materials to install 4 new Reznor
175,000 BTU gas unit heaters for the sum of \$32,400.00

Includes:

Permits
Installation of 4 unit heaters
Venting
Gas Piping
4 Thermostats and low voltage wiring
Start up

Not included:

Electrical

If you have any questions please let me know.



Michael D. Peterson