



RECEIVED  
CASS COUNTY COMMISSION  
JUN 25 2018

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: <sup>Per:</sup> Jason Benson, Cass County Engineer

DATE: *Jason* June 25, 2018

SUBJECT: Consent Agenda Item for July 2, 2018 Commission Meeting:  
Traffic Study – County Road 17 & 76<sup>th</sup> Ave.

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Attached is an Engineering Service Agreement for Kadrmas, Lee & Jackson Inc. to complete a traffic study. This traffic study is being done to take in account the growing traffic on County road 17 north of Horace and the possibility of a new middle/high school at the corner of County Road 17 and 76<sup>th</sup> Ave. This data will be used to help with our design of the intersection County Road 17 and 76<sup>th</sup> Ave. as well as future improvements to the intersection of County Road 17 and 64<sup>th</sup> Ave. The estimated cost of this work is \$22,900.

**SUGGESTED MOTION:** Authorize chairperson to sign Purchase Order and the Engineering Service Agreement for Kadrmas, Lee & Jackson Inc. to complete the traffic study analysis subject to State's Attorneys approval.

J:\Admin-Eng\Commission Corrsp\2018 Commission Correspondence\76th Ave. Intersection Study\Consent Agenda Memo KLJ  
Intersection Study 062518.doc

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

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

**CASS COUNTY GOVERNMENT ENGINEERING SERVICES AGREEMENT**

Project Numbers and Locations: Traffic Study

Type of Project: Data Collection

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 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 \$22,900.00 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:

Miguel Montplaisir  
County Auditor

Matt Lange

Matt Lange, Kadrmas, Lee & Jackson Inc.

STEW SYNDORST

JULY 9, 2018

Date

COUNTY OF CASS

Richard A. Stea

Chairperson, Board of County Commissioners

7-2-2018

Date



## Attachment 1: Scope of Services



### Background

The West Fargo School District is planning to construct a new Middle and High School on the southeast quadrant of County Road 17 and 76<sup>th</sup> Avenue S. Cass County has requested that KLJ assist with a traffic study that will analyze the impact that the new schools would have along County Road 17 between 76<sup>th</sup> Avenue S and 64<sup>th</sup> Avenue S. KLJ will collect traffic data, analyze existing conditions, prepare school opening and build traffic conditions and intersection analysis to assist Cass County prepare for the new middle and high schools.

### Scope of Services

#### 1. Traffic Data Collection

- a. Daily traffic counts from the Cass County Count project will be used for the following locations:
  - i. County Road 17 north of 64<sup>th</sup> Avenue S
  - ii. County Road 17 south of 64<sup>th</sup> Avenue S
  - iii. County Road 17 north of 76<sup>th</sup> Avenue S
  - iv. County Road 17 south of 76<sup>th</sup> Avenue S
  - v. 76<sup>th</sup> Avenue S west of County Road 17
- b. Record the following intersections using video data collection equipment for an entire day. Process peak hour turning movement counts for an AM Peak, School Release Peak and PM Peak for a total of six hours at each intersection:
  - i. County Road 17 at 64<sup>th</sup> Avenue S
  - ii. County Road 17 at 76<sup>th</sup> Avenue S

#### 2. Conditions Evaluation

- a. Construct trip generation, distribution and assignment for the proposed new West Fargo School District Middle and High Schools.
- b. KLJ will coordinate with the West Fargo School District to estimate distribution of students commuting via personal vehicle, carpool and bus. It is assumed that the pedestrian and bicycle split will be minimal initially due to the lack of surrounding residential development and interconnected pedestrian and bicycle network. Traffic assignment will include planned improvements on 76<sup>th</sup> Avenue and 45<sup>th</sup> Street to support the new school.
- c. Develop a 2025 traffic forecast based on Fargo-Moorhead Metropolitan Council of Governments 2030 Travel Demand Model outputs.
- d. AM, School Release and PM peak hour traffic operations will be analyzed for the following two build and scenarios and do nothing using Synchro.
  - i. Existing No Build
  - ii. 2020 with Middle and High School at Initial Enrollment Projections
    1. 800 Middle School Students
    2. 1,000 High School Students
  - iii. 2025 with Middle and High School at Max Capacity



1. 1,600 Middle School Students
2. 2,000 High School Students
- e. Review crash data and identify any trends that can be mitigated through improved intersection geometry or traffic control. Summarize crash data by frequency to understand areas of overrepresentation.
3. Alternate Development, Assessment and Timing
  - a. Traffic control analysis will be conducted for each study intersection. This analysis will evaluate opportunities for revised traffic control. These opportunities may include the additional of roadway and/or turn lanes, traffic signals (completed through a signal warrant analysis) and roundabouts.
  - b. CADD layouts and cost estimates for each alternative.
  - c. Evaluation matrix comparing Traffic Operations, Safety, Cost and Impacts.
  - d. KLJ will develop an implementation strategy considering both interim and long-term needs of the two study intersections.
4. Report and Meetings
  - a. KLJ will develop a Draft Report that will summarize the project approach, data collection, conditions evaluation and improvement plan.
  - b. Based upon feedback from Cass County, KLJ will update to a Final Report.
  - c. Develop an executive summary will be concise, aesthetic, and easy to read so it can be distributed to key stakeholders and decision makers.

Deliverables:

1. Study Report
  - a. Executive Summary
  - b. Traffic Data Summary
  - c. Conditions Evaluation
  - d. Alternate Development, Assessment and Timing

Proposed Schedule:

1. Data Collection: 2 Weeks after Notice to Proceed
2. Draft Report: 4 Weeks after Notice to Proceed
3. Final Report: 1 Week after receiving comments from Cass County
4. Total Timeline: 7 Weeks

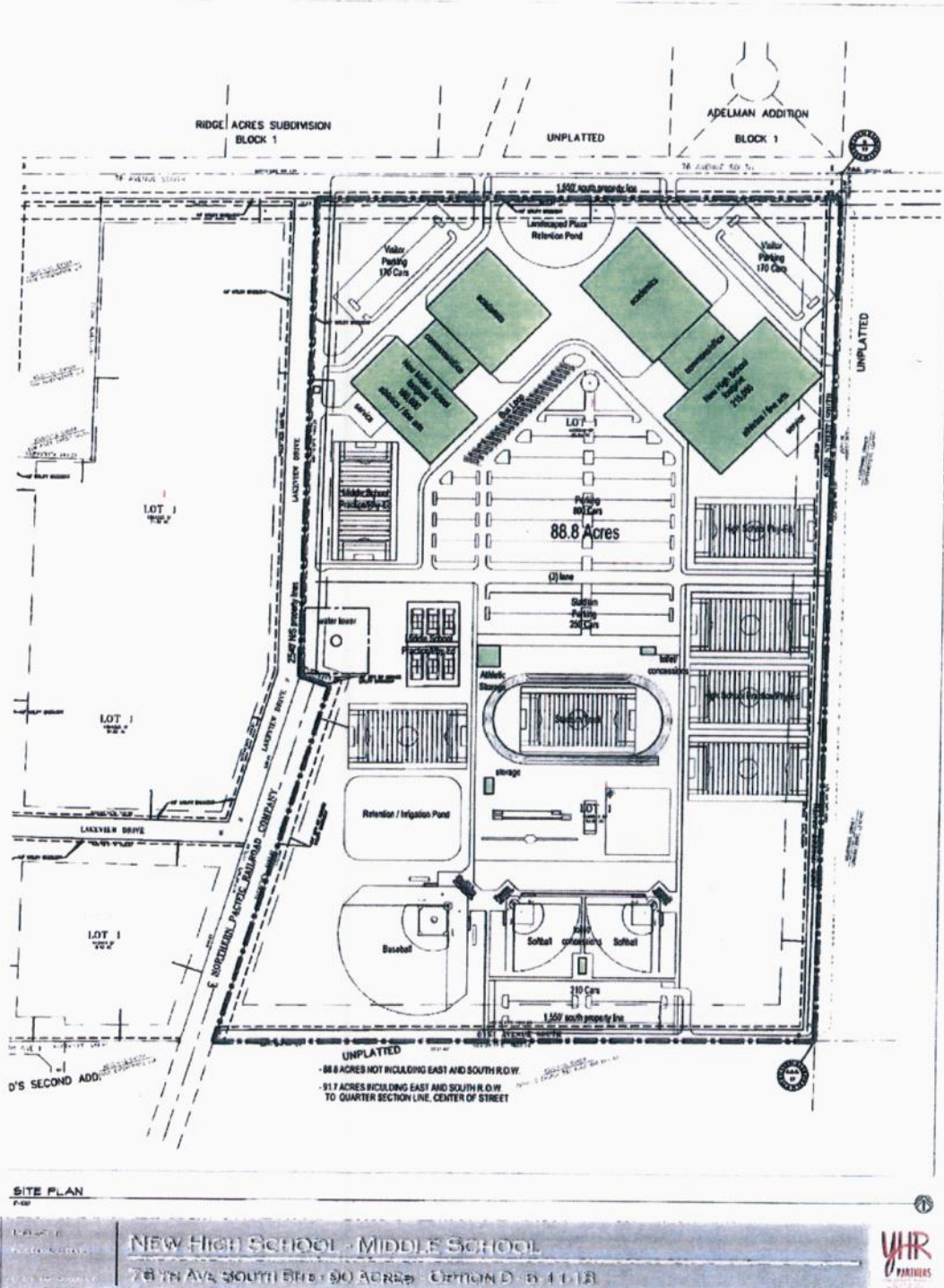
Budget:

The contract will be bill hourly not to exceed \$22,900.



# Attachment #2: Proposed West Fargo Middle and High School Layout

## County Road 17 – New West Fargo School Traffic Study





# PURCHASE ORDER

PAGE: 1  
 P.O. NO.: 135433  
 DATE: 06/25/18

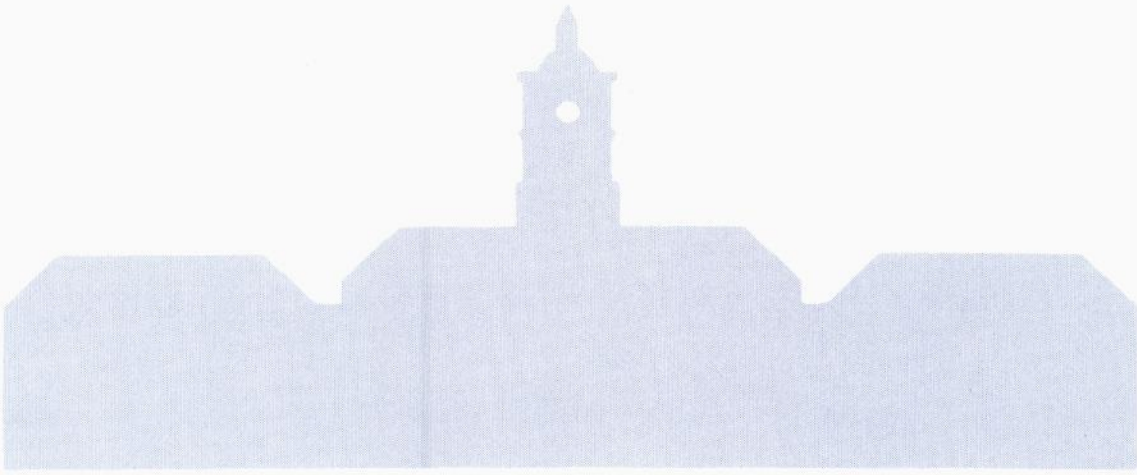
N.D. Sales Tax Exempt No. E-3009

KADRMAS, LEE, AND JACKSON  
 728 EAST BEATON DR SUITE  
 WEST FARGO, ND 58078-2650

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

VENDOR NO.		11328							
DELIVER BY		SHIP VIA		F.O.B.		TERMS			
06/25/18						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		CH1904KLJ			06/25/18
LINE NO.	QUANTITY	UOM	ITEM NO. AND DESCRIPTION			UNIT COST	EXTENDED COST		
1	22900.00	EA	CASS HIGHWAY 17 TRAFFIC STUDY N OR HORACE			1.0000	22900.00		
						SUB-TOTAL		22900.00	
								22900.00	

CASS COUNTY  
 GOVERNMENT



AUTHORIZED BY *Richard A. Steen*  
 COUNTY OFFICIAL



## CONTRACT APPROVAL REQUEST

COMPANY REQUESTING CONTRACT: Kadmas, Lee & Jackson Inc., 3203  
32nd Avenue South Suite 201 Fargo, ND 58103-6242

DATE OF REQUEST: June 25, 2018

DATE OF EXPECTED RETURN  
TO THE COMMISSION OFFICE:  
July 2, 2018

DEPARTMENT HEAD REQUESTING SIGNATURE: *Jason Benson, 298-2372*

STATES ATTORNEY SIGNATURE: \_\_\_\_\_

STATES ATTORNEY COMMENTS: *Approved As To Form*

PORTFOLIO COMMISSIONER SIGNATURE: *[Signature]* *7/2/18*

**NOTE:** Attached is an Engineering Service Agreement for Kadmas, Lee & Jackson Inc. to complete a traffic study. This traffic study is being done to take in account the growing traffic on County road 17 north of Horace and the possibility of a new middle/high school at the corner of County Road 17 and 76<sup>th</sup> Ave. This data will be used to help with our design of the intersection County Road 17 and 76<sup>th</sup> Ave. as well as future improvements to the intersection of County Road 17 and 64<sup>th</sup> Ave. The estimated cost of this work is \$22,900.

**SUGGESTED MOTION:** Authorize chairperson to sign Purchase Order and the Engineering Service Agreement for Kadmas, Lee & Jackson Inc. to complete the traffic study analysis subject to State's Attorneys approval.



**Board of County  
Commissioners**

**M E M O**

Chad M. Peterson  
Fargo, North Dakota

Rick Steen  
Fargo, North Dakota

Vern Bennett  
Fargo, North Dakota

Arland H. Rasmussen  
West Fargo, North Dakota

Mary Scherling  
Stanley Township, North Dakota

**TO:** Matt Lange  
Kadmas, Lee & Jackson

**FROM:** Heather Worden, Administrative Assistant *HW*  
Cass County Commission Office

**DATE:** July 3, 2018

**SUBJECT:** Services Agreement – County 17 Traffic Study

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**Attached is an agreement, as noted above, and signed by the Board of Cass County Commissioners at their regular meeting held July 2, 2018.**

**Please submit a copy of the agreement to our office after you have signed it. Thank you.**

Heather Worden  
Commission Assistant

**Enclosure**

PO Box 2806  
211 Ninth Street South  
Fargo, North Dakota 58108

701-241-5609  
Fax 701-241-5728  
[www.casscountynd.gov](http://www.casscountynd.gov)