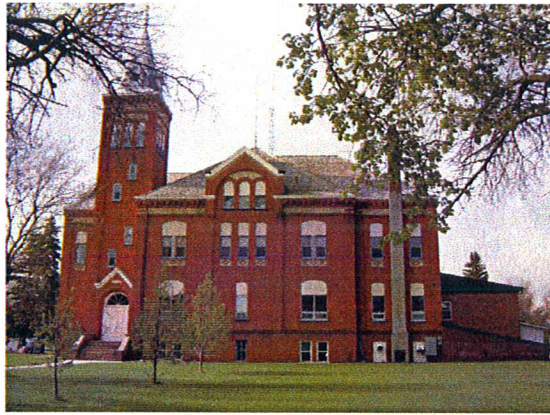


GRIGGS COUNTY COOPERSTOWN, NORTH DAKOTA

County Commissioners

John Wakefield 1st Dist.
Binford
Shawn Steffen 2nd Dist.
Cooperstown
Ron Dahl 3rd Dist.
Cooperstown
Troy Olson 4th Dist.
Cooperstown
Dale Pedersen 5th Dist.
Luverne
Griggs County Courier
Official Newspaper



County Officers

Cynthia M. Anton Auditor
Connie Eslinger Treasurer
Kelly Vincent Recorder & Clerk of Court
Jayme Tenneson State's Attorney
Cia Gronneberg Director of Social Services
Robert S. Hook Sheriff
Wayne Oien Road Supt
Rick Cushman Coroner
Dennis Kubischta Veterans Service Officer
Tax Director
Robert S. Hook DES Coordinator

May 16, 2014

1:00 Call to order & Pledge of Allegiance-roll call
1:05 Approval of Agenda
1:10 Pages 2-13 Read and approve April 17 & May 2, 2014 minutes
1:25 Page 14 Bills –approval to pay
1:40 Page 15 Auditor Harold Rotunda questions to complete audit
2:00 Pages 16-47 RS/911C Wayne Oien – Road Salaries & Engineering bids-Construction contract
between Griggs County and Mayo Construction
2:30 Social Services – Shared services

INFO TO BE ADDRESSED WHEN TIME ALLOWS

DES-vehicle-S/DESC Robert Hook by phone
Election-new used computer \$890.00 *Election meals*
Page 48 Bank of the West-rent
Chairlift-maintenance
Superintendent of Schools position
Pages 49-54 New Courthouse
Existing Courthouse
Pages 55-62 Funding Agreement for Clerk of District Court Services (June 1)

Meeting adjourned @ pm and next meeting date June 6, 2014 @ 1pm with Equalization
at 3 pm

The Board of County Commissioners met in regular session on Thursday, April 17, 2014 at 1:00 pm.

Chairman Troy Olson opened the meeting and asked everyone to stand for the Pledge of Allegiance.

Chairman Troy Olson took roll call and present were Commissioners Shawn Steffen, Ron Dahl, John Wakefield, Dale Pedersen and Troy Olson. Also present were Treasurer Connie Eslinger, Sheriff/DES Coordinator Robert Hook, Deputy Sheriffs Justin Wallerich and Wesley Straight, Clerk of Court/Recorder Kelly Vincent, John Eickhof & Jon Steen from Construction Engineers, Subcontractor Allen Olson, Gabe Maliske from Ultig Engineers, Griggs County Extension Jill Haakenson, NDSU Extension District Director Lynette Flage, ITD Travis Palm, Social Service EWII Tammy Geiger, Social Service EW Janice Johnson, State's Attorney Jayme Tenneson and Citizens Emily Wigen, Todd Edland, Jim and Jan Tenneson, Diane Cowdrey, Scott Tranby, Orville Tranby and LeRoy Eggermont.

Chairman Troy Olson opened discussion on the presented agenda. Treasurer Connie Eslinger requested that State's Attorney Jayme Tenneson's visit to the State Auditor's Office be added to the agenda and it will be addressed under the agenda for State's Attorney. Motion by John Wakefield to approve the agenda as presented, second by Shawn Steffen and called for discussion three times with all ayes, no nays and carried.

Chairman Troy Olson opened the floor for discussion on April 4, 9 and 9, 2014 minutes. Motion by Shawn Steffen to dispense with the reading of the minutes and approve April 4, 9 & 9, 2014 minutes as presented, second by Ron Dahl and called three times for discussion with all ayes, no nays and carried.

Chairman Troy Olson opened the floor on discussion on presented bills. Motion by John Wakefield to approve the following bills, second by Dale Pedersen and called three times for discussion with roll call vote: Shawn Steffen-aye, Ron Dahl-aye, John Wakefield-aye, Dale Pedersen-aye, Troy Olson-aye and carried.

6225-6260	Payroll	34,443.98
18001	Griggs County	17,093.35
18002	Almklov's Pharmacy	9.13
18003	Ameripride Services	60.43
18004	Bank of The West	100.00
18005	Citizens State Bank	12,097.39
18006	Griggs County-Job Service	701.78
18007	Griggs County Courier	40.00
18008	John Deere Credit	72,522.30
18009	Kadrmass, Lee & Jackson, PC	10,703.29
18010	McLean County Recorder	100.00
18011	Millers Fresh Foods	26.59
18012	New Century Press	329.67
18013	Ottertail Power Company	52.47
18014	St Alexius	250.00
18015	US Postal Service	1,000.00

Chairman Troy Olson opened the floor to R/COC Kelly Vincent on the Funding Agreement for Clerk of District Court Services. There was discussion on whether there is a provision to request more money for services presented since Griggs County has a full time employee; have State's Attorney to write a letter to State Court Administrator Sally Holewa; state should cover cost of Clerk of Court services; test that is done does not take into account all services done in Clerk of Court Office; each county is different; is not a perfect system; agreement states it covers all Clerk of Court Services; agreement either needs to be adjusted or at budget time the state is only funding for half time employee; agreement not due until June 1st; need more than a half time employee; taxpayers should not have to pay for something that is covered by the state; SA Jayme Tenneson will

talk to someone on the agreement; amount has decreased since last agreement; and time allotment is the same but dollar amount different. Motion by John Wakefield to table Funding Agreement for Clerk of District Court Services until the next meeting, second by Dale Pedersen and called three times for discussion with all ayes, no nays and carried.

Chairman Troy Olson opened the floor for discussion on abatement of taxes for City of Cooperstown. Motion by John Wakefield to approve abating taxes for years 2011, 2012 and 2013 on parcel #21-4001-04882-010 in the amount of \$3,205.18 since property should have been exempt, second by Shawn Steffen and called three times for discussion with roll call vote: Shawn Steffen-aye, Ron Dahl-aye, John Wakefield-aye, Dale Pedersen-aye, Troy Olson-aye and carried.

Chairman Troy Olson opened the floor to John Eickhof & Jon Steen from Construction Engineers. John Eickhof from Construction Engineers talked to the Commission on questions about the quality of concrete slab and did some further investigation and to present that data. It does not seem that the Commission has had problems with it but someone has looked at one particular test report that says that there is a six inch slump and then judged that the slab is defective so that is what he is going to talk about. There are probably five different parameters, maybe ten, to judge strength of concrete and judging of the slump is one of them. (A slide show presentation was started.) It is going to get a little bit technical but not too technical. When you are proposing to pour concrete you develop a mix design and mix design was 3500 psi, three to five inch slump, water/cement ratio .45 (weight of the water divided by the cement) and that is how you judge the mix. They submitted the mix design to the Architects and they reviewed it and they did not request any changes so it was figured as accepted by them for Construction Engineers to continue. Previous questions on bleeding had come up. CE had core drill test sample on cement done; petrographic examination to document the composition of the core to evaluate the quality was done; cement core test with 25-page report by Braun Intertec Corporation; conclusion: concrete represented by the core sample is in good physical condition and is generally consistent with concrete prescribed by the approved mix design. The slab received a hard trowel finish resulting in a generally hard, dense and durable wearing surface, signed by Ronald D Sterum a Senior Petrographer for Braun Intertec Cooperation out of Fargo, ND. There was a picture of a core sample they took presented. It is consistent with a well-hydrated, moderately water/cement ratio concrete mix. Another test stains a cross-section and does not stain the top surface which tells you the sample is ok. CE had told the Commission they would not put flooring down until the concrete slab was acceptable to all. CE wanted to make sure the Commission felt there was a good product out there. Commissioner Ron Dahl wanted to make sure this information gets to the architect and the structural engineer and asked for it to be sent to them. CE said they would send anything requested if it was paid for; this was about a \$3000 test and they want to be compensated if it is send to others. Commissioner Troy Olson also mentioned the potential issue of shrinking; cracking that he had observed when walking through the building was mentioned. He mentioned the crack in the courtroom being quite wide. CE John Eickhof will give some consideration to sharing the concrete testing information with the architect. The concrete and building has a one year warranty.

John Eickhof of Construction Engineers also brought up what will happen as of Friday, April 18. Because of the contractual obligation and until something is worked out for payment, the job site will shut down. Commissioner John Wakefield went through the timeline of three different votes that were turned down and the previous Commissioners formed a Building Authority and were able to levy \$2.2 million worth of taxes to finance the building of the new Courthouse along with a grant that had been applied for. At that point, the Building Authority signed a lease agreement with the County which stated that the BA would issue revenue bonds to finance the construction and equipping of a courthouse and to pay the cost of issuance in connection with the issuance and sale of the bonds. So the County has a contract with the Building Authority to finance and build this facility. The fact that the County signed a contract with Construction Engineers for the \$2.9 million is at direct odds to the contract with the BA, because of course the County cannot obligate the citizens to money that the citizens have not already agreed to be obligated. So the County has no funding in place to back up the \$2.9 million and the grant is incidental to this and is not tied to the Building Authority. The grant was applied for when this was a public project, but when the project became private, there are all kinds of

problems to get public money into the private project. After the money from the bond has been spent, there are no funds for the project. John Eickhof's response was that CE has been more than willing to help with getting the grant in place, but they have contractors that need to be paid. If the company has to leave and return, that will cost the county more. He doesn't know what the solution is, but wanted to let the Commission know what was going on with CE and he is sorry that it has to work this way. Commissioners stated that it will take a vote of the people to fulfill the obligation to the contract if the grant does not come through.

Chairman Troy Olson opened the floor for discussion on Tax Director Position with Emily Wigen who was Tax Director in Steele County. Emily Wigen is willing to work two to three days a week but she has personal issues and she is running for Auditor in Steele County. Chairman Troy Olson asked Emily Wigen if she thought that the Tax Director position was a part time job and she said it was about three quarters over in Steele County since she assessed some townships as part of her job and that the Tax Director's busy time was from December through June. Commissioner John Wakefield wanted to know what her preference for a schedule would be if she took the job and she said she would like to work Monday through Wednesday and other days if needed but she needed to get to know what the County needs done and figure out the different programs that Griggs has. Emily Wigen knows Ryan from Vanguard and can work with him on that part of the tax program and stated that Barbara Anderson was very good at keeping on top of everything. There was discussion on salary, time needed to get job done, what is budgeted and meet at next Commission meeting. Motion by John Wakefield to allow Emily Wigen a couple weeks to make a salary proposal, second by Ron Dahl and called three times for discussion with roll call vote: Shawn Steffen-aye, Ron Dahl-aye, John Wakefield-aye, Dale Pedersen-aye, Troy Olson-aye and carried. Chairman Troy Olson thanked Emily Wigen for attending the meeting.

Motion by John Wakefield to take a ten minute recess, second by Shawn Steffen and carried with all ayes, no nays.

Chairman Troy Olson reconvened the meeting at 2:15 pm and opened the floor to ITD Travis Palm. ITD Travis Palm explained that a fiber optic link is internet connection between the courthouse and social services and it needs to be registered at North Dakota One Call. ITD Travis Palm let the Commission know of different options on locating the fiber optic cable, hire someone to locate the cable, buy a new or used locating wand with training, Ernst Trenching installed the cable, cost on registration of the cable, wireless link needs to be routed to the Road department with them having an old system that needs to be replaced, VPN not fast enough, county is not computer terminal services, if everyone under one roof could solve some problems, county on the state's system, county not to buy a locater, the county has three servers, and there was more discussion on computer terminal services for the county. Motion by Ron Dahl to have ITD Travis Palm get a map and register that cable at North Dakota One Call and hire someone to locate that cable, second by John Wakefield with discussion called three times and on roll call vote: Shawn Steffen-aye, Ron Dahl-aye, John Wakefield-aye, Dale Pedersen-aye, Troy Olson-aye and carried.

ITD Travis Palm reviewed with the Commission what is needed for the Veterans Service Office with equipment, share with Steele County and it was decided to do at budget time.

ITD Travis Palm reviewed with the Commission about the vulnerability with Microsoft operating system and he needs to change passwords, update encryption keys and his cost on getting this done. Motion by John Wakefield to authorize ITD Travis Palm to change the passwords, update SSL certificates and keep it within four hours, second by Shawn Steffen with discussion called three times and roll call vote: Shawn Steffen-aye, John Wakefield-aye, Ron Dahl-aye, Dale Pedersen-aye, Troy Olson-aye and carried.

ITD Travis Palm let the Commission know that two Computers that are on Windows XP need to be updated with cost on new operating systems and his time of four to six hours with Windows 8 not an option at this time. Motion by Ron Dahl to allow ITD Travis Palm to update the two computers, second by Dale Pedersen with discussion called three times and roll call vote: Shawn Steffen-aye, Ron Dahl-aye, John Wakefield-aye, Dale Pedersen-aye, Troy Olson-aye and carried.

Chairman Troy Olson opened the floor to S/DESC Robert Hook on grant documentation for new radar equipment. There was discussion on alcohol testing, regional correction budget, is there extra costs that are not covered by grant and money has to be spent by June 30. Motion by John Wakefield to authorize Chairman Troy Olson to sign the grant request on radar equipment presented by S/DESC Robert Hook, second by Dale Pedersen with discussion called three times and roll call vote: Shawn Steffen-aye, Ron Dahl-aye, John Wakefield-aye, Dale Pedersen-aye, Troy Olson-aye and carried. There was discussion on DES courthouse grant application and there was nothing at this time.

Chairman Troy Olson opened the floor to Gabe Maliske from Ultig Engineers of Fargo. His company wants to get back to their roots and begin helping counties with any engineering needs for federal work or they have a landscape architect on staff. They would help with 5-year future plans for roads or any other county projects. Chairman Troy Olson mentioned that the Commission leans heavily on the road superintendent and Mr. Maliske might want to talk to Wayne Oien about these issues.

Chairman Troy Olson asked SA Jayme Tenneson to discuss the issues he wanted brought up. The first issue was his retirement. NDPERS had told Auditor Cindy Anton that both counties could not contribute to his retirement plan. The other issue was the letters from the Building Authority. He also mentioned that he has a new secretary who is not a notary. He asked that the County pay for her to become a notary. Commissioner John Wakefield said he was sure there was money in the State's Attorney's budget for this. SA Jayme Tenneson also brought up that he and Ron Dahl had been accused of doing County business secretly. He stated that he had gone out to the State Auditor's office that morning and visited with State Auditor Bob Peterson and this was not a secret. The emails between SA Jayme Tenneson and Ron Dahl had accidentally gone out to the entire County. SA Jayme Tenneson said that he is not satisfied with Harold Rotunda's audit and not satisfied that all of SA Jayme Tenneson's questions about financial matters have been answered fully. Sheriff Robert Hook made an open records request this morning of the State Auditor's office and accused Ron Dahl and SA Jayme Tenneson of doing business outside of the scope of their employment and SA Jayme Tenneson was unaware that conversation with one County Commissioner was doing County business. SA Jayme Tenneson does not have to ask Sheriff Robert Hook to do anything and feels the entire situation is ridiculous. The concern about the audit raises many red flags for SA Jayme Tenneson and he feels a better audit than Harold Rotunda's should be done. Commissioner John Wakefield wanted clarification on whether the Commission was involved in this allegation. He referred to N.D.C.C. 11.16.01 on the duties of the State's Attorney. Commissioner Ron Dahl has every right to consult with the State's Attorney on his duties. Sheriff Robert Hook asked to address the issue and stated that he was asked to look into this situation. He handed out copies of the emails previously mentioned and stated that the investigation had nothing to do with audits, only the Open Record laws. This issue is between the Sheriff and the State's Attorney to deal with.

Chairman Troy Olson opened the floor for discussion on new courthouse about office relocations. Commissioner Ron Dahl had started the discussion with ideas about relocating different offices and he stressed that the suggested changes were only his idea and wanted to get the discussion started. Extension Agent Jill Haakenson asked to speak to the suggested changes and her email regarding the changes. She explained that her office plan is not a grandiose plan, but rather necessary space for her department employees and the activities involved in Extension. Questions were asked of several department heads about the amount of space each office required. Issues about storage space, confidentiality, ingress & egress with office equipment and Extension program tools, and moving the public when they come in to see one of the officials. Treasurer Connie Eslinger asked if the department heads could meet with or without Commissioners present and come up with some proposals for the relocation. They agreed that would work.

Chairman Troy Olson opened the floor for discussion on existing courthouse. There was a response from Debbie LaCombe of DES to Commissioner Ron Dahl and she made it clear that demolishing the existing courthouse would require the County to repay every penny of the EOC Grant. The process to follow to demolish the old courthouse would be to ask the ND Historical Society to rescind their previous letter requiring maintenance of the existing courthouse and requiring that it not be demolished and send that letter to NDDDES,

who would forward a request to FEMA to reevaluate the environmental and historic preservation requirements. Commissioner Troy Olson read aloud the emails presented. Commissioner Ron Dahl also brought up the previous motion regarding mold testing and they have not been done yet.

Chairman Troy Olson opened the floor for discussion on the St Alexius Quarterly Report. It is an employee assistance program that is paid for quarterly. The report was reviewed.

Commissioner John Wakefield asked the Social Service employees that were present a question about the confidentiality requirements and the spaces involved in the new courthouse. Tammy Geiger answered that with some walls added, the suggested space would work for them.

Motion by Shawn Steffen to adjourn meeting at 3:43 pm and meet again in regular session on Friday, May 2, 2014 at 1 pm, second by Ron Dahl and called three times for discussion with all ayes, no nays and carried.

These are not approved minutes.

ATTEST: Cynthia M. Anton
Auditor

Troy Olson
Chairman

The Board of County Commissioners met in regular session on Friday, May 2, 2014 at 1:00 pm.

Chairman Troy Olson opened the meeting and asked everyone to stand for the Pledge of Allegiance.

Chairman Troy Olson took roll call and present were Commissioners Dale Pedersen, John Wakefield, Ron Dahl, Shawn Steffen and Troy Olson. Also present were Treasurer Connie Eslinger, Road Superintendent/911 Coordinator Wayne Oien, KLJ Representative Shawn Mayfield, Social Services EW Janice Johnson, Social Services Parent Aide DCA III Dawn Swedberg, NDSU Extension Agent Jill Haakenson, State's Attorney Jayme Tenneson, Knife River Bemidji Clare Kappahn, Central Specialties Lyle Rindahl, Strata Corporation Zack Wilhemi, Mayo Construction Bill Werren, Griggs County Courier Editor Sherry Lind, KVLV TV Dave Erickson & Ashley Bishop, Fox TV Aaron Boerner & John Hanson, WDAZ TV Michael Yoshida, and Citizens Leo Edland, Loren Alfson, Thomas Gawronski, Jim Tenneson, Gretchen Kottke, Marcia Beglau, Doug Beglau and Dennis Halvorson.

Chairman Troy Olson said next on the agenda is the approval of the agenda and asked if there were additions or corrections to the agenda. Troy Olson stated that one thing the folks from the media have asked is when they will talk about the new courthouse and he told them that it could be moved up on the agenda if there was news on the DES grant with Treasurer Connie Eslinger saying there was no news and the DES grant can be moved up on the agenda when S/DESC Robert Hook is present if there is anything to be discussed. Chairman Troy Olson also asked if there were any other changes to the agenda and if there were no changes he requested to have the agenda approved as presented. Motion by Shawn Steffen to accept the agenda as presented, second by Ron Dahl and called for discussion three times with all ayes, no nays, and carried.

Chairman Troy Olson asked that they review the minutes from April 17, 2014 and if there were any changes that needed to be made. Shawn Steffen moved to dispense with the reading of the minutes of April 17, 2014 and approve the minutes as presented, second by Dale Pedersen and called three times for discussion with all ayes, no nays and carried.

Chairman Troy Olsen said the next thing on the agenda is monthly office reports and asked if there were any questions on the monthly office reports. Shawn Steffen had a question on the sheriff's statement for 2014 COPS grant and whether it was finished and Chairman Troy Olson let Commissioner Shawn Steffen know that he had talked to S/DESC Robert Hook that morning and Griggs County is reimbursed quarterly. Chairman Troy Olson asked if there were any other questions and Shawn Steffen moved to accept the monthly office reports as presented, second by Ron Dahl and called three times for discussion with all ayes, no nays and carried.

Chairman Troy Olson said pages 31 through 33 in the packet are the monthly bills. Chairman Troy Olson asked if there were any questions on the bills and that if there were no questions on the bills he would entertain a motion to approve the bills. John Wakefield moved to approve the bills as presented, second by Shawn Steffen and called for discussion three times with roll call vote: Dale Pedersen-aye, John Wakefield-aye, Ron Dahl-aye, Shawn Steffen-aye, Troy Olson-aye and carried.

6261-6292	Payroll	30,305.08
18016	Aberdeen Finance	351.98
18017	Avesis	177.26
18018	Colonial Life Insurance	612.78
18019	Griggs County	17,192.27
18020	Griggs County	11,637.64
18021	Healthplan Services, Inc.	1,027.00
18022	NDPEA	100.22
18023	Griggs County	.70

18024	Aneta Ambulance	89.10
18025	Cynthia M Anton	10.57
18026	Arrowwood Prairie Coop	1,605.08
18027	Barnes County Correctional Facility	325.00
18028	Better Water Systems	447.50
18029	Cardmember Services	353.88
18030	Cardmember Services	874.95
18031	City of Cooperstown	253.52
18032	Cole Papers	394.00
18033	Community Medical Center Hospital	7,747.34
18034	Community Medical Center Hospital	6,169.68
18035	Cooperstown Ambulance	1,306.34
18036	Cooperstown True Value	266.84
18037	3-D Specialties, Inc.	390.49
18038	Election Systems & Software	1,328.58
18039	HE Everson	578.69
18040	Farm & Home Publishers	31.00
18041	Garrison Conservancy District	2,157.61
18042	Great America Financial Services	121.41
18043	Griggs County	17,880.70
18044	Griggs County Historical Society	387.37
18045	Griggs County Job Development Authority	1,610.92
18046	Griggs County Library	7,278.42
18047	Griggs County Soil Conservation	2,045.88
18048	Griggs County Telephone Co	1,588.98
18049	ITD	568.75
18050	Inland Truck Parts & Service	3,060.63
18051	Inter Community Tele Co.	150.00
18052	Intoximeters	96.00
18053	John Deere Financial	193.86
18054	Marco Inc	744.15
18055	Matthew Bender & Company	114.10
18056	McHenry Ambulance	154.01
18057	Miller Fresh Foods	29.53
18058	NAPA	106.27
18059	ND Attorney General	450.00
18060	NDACO	961.71
18061	ND County Auditor's Assoc.	200.00
18062	Nelson-Griggs Health District	3,649.09
18063	Netcenter Supply	105.77
18064	Office of The State Auditor	165.00
18065	Ottertail Power Co.	1,883.14
18066	416-Praxair Distribution	4.18
18067	Quill	445.43
18068	Ramkota Hotel	298.80
18069	RDO Equipment	8,079.07
18070	Reiten, Inc.	139.70
18071	Christy Ronningen	19.60
18072	Secretary of State	36.00
18073	State Treasurer	1,545.39
18074	Wesley Straight	87.50
18075	TJ's Electronics	215.00

18076	Taser International	53.71
18077	Team Laboratory Chemical Corp.	68.85
18078	Town & Country Coop	6,022.17
18079	V-W Motors	99.10
18080	Verizon	106.00
18081	Verizon	45.19
18082	Verizon	536.11
18083	Wallwork Truck Center	162.40
18084	Justin Wallerich	289.10
18085	Water Management Board	6,465.25
18086	Christine Watne	6.00
18087-108	Human Services	7,498.93
18109-114	Schools	144,432.96
18115-142	Township & Cities	100,949.39
18143	Melvyn Stokka	608.35
18144	Bernard Zimprich	196.97

Chairman Troy Olson opened the floor for discussion on election information. Auditor Cynthia Anton informed the Commission that 1490 applications and 486 ballots have been put in the mail. Auditor Cynthia Anton presented the Commission with an election agreement with the Cities that would be emailed to them if the Commission approved and signed the election agreement. John Wakefield asked SA Jayme Tenneson if the election agreement was straight forward and SA Jayme Tenneson said it was alright for them to sign it. The election agreement will continue until one party wishes to change it. Motion by John Wakefield to approve the election agreement as presented, second by Ron Dahl and called three times for discussion with all ayes, no nays and carried. There was discussion on the resolution of combining of Auditor and Treasurer's Office with SA Jayme Tenneson saying there needs to be no changes made per statute the resolution was suspended based on the petition. SA Jayme Tenneson said the voters are informed that 'yes' means yes to combine the offices and 'no' means not to combine the offices and as far as any language in the resolution that the resolution is fine to stand. SA Jayme Tenneson thought the county should pay to run an ad to make sure the voters know which way to go since there is confusion among the voters.

Chairman Troy Olson opened the floor to Emily Wigen to discuss the Director of Tax Equalization position. Emily Wigen stated she had reviewed the work at the Tax Director's office and Barbara Anderson had work up-to-date as of the time of her departure but this was a busy time of the year and there was still work to be completed in the office. Ms. Wigen offered working two (2) or three (3) days per week starting next week but her schedule may be adjusted depending on doctor appointments. Ms. Wigen was willing to revisit the number of days worked each week at a later time. Ms. Wigen stated she received \$20.18 per hour plus benefits while working in Steele County and would like a comparable salary in Griggs County. Motion by John Wakefield to hire Emily Wigen as Director of Tax Equalization at a salary of \$20.18 per hour plus pro-rated benefits up to 3/5 position and revisit the number of days worked in a couple of months, second by Shawn Steffen and called three discussion with roll call vote: Dale Pedersen-aye, John Wakefield-aye, Ron Dahl-aye, Shawn Steffen-aye, Troy Olson-aye and carried.

Chairman Troy Olson opened the floor to the Weed Board meeting. NDSU Extension Agent Jill Haakenson presented information regarding the noxious weed control program and money available to landowners with cost sharing between the state and county. Last year it was an 80% state payment with a 20% county matching payment; therefore, 100% of the spraying material would be covered. The only cost to the landowner would be the application and labor. The county has received funding for the 2014 growing season. Discussion ensued regarding what cost share should be proposed for this year and whether or not a limit should be placed on the amount a landowner could use. Motion by Shawn Steffen to set the sharing ratio at 80% state funding and 20% county funding without specific limits for the noxious weed program, second by Dale Pedersen and called three times for discussion with all ayes, no nays and carried. NDSU Extension Agent Jill

Haakenson stated that the noxious weeds are listed by the state and notification will be placed in the paper. No bids were received for doing the road right-of-ways. NDSU Extension Agent Jill Haakenson was asked to contact more people and renew the request for bids for spraying weeds in the county road right-of-ways. Motion by Shawn Steffen to adjourn the Weed Board meeting, second by Ron Dahl and called three times for discussion with all ayes, no nays and carried. Weed Board meeting adjourned.

Chairman Troy Olson reconvened the County Commissioner meeting.

Chairman Troy Olson opened the floor to Road Superintendent/911 Coordinator Wayne Oien. North Dakota Telephone and Finley Engineering want permission to bury fiber optic cable in the road right-of-way in the northeast part of the county going into Nelson County. Motion by Ron Dahl to approve the permit or application for the burying of the fiber optic cable, second by Dale Pedersen and called three times for discussion with all ayes, no nays and carried. Road Superintendent/911 Coordinator Wayne Oien presented a contract and contract bond for chip seal by Binford and requested that they be signed. The work had been approved previously but paperwork had not been signed. Motion by Ron Dahl that both the contract and contract bond be signed, second by John Wakefield and called three times for discussion with all ayes, no nays and carried. Road Superintendent/911 Coordinator Wayne Oien stated a letter had been sent to NDDOT for reimbursement. Reimbursement of \$57,577.51 had been received but had not yet been placed in the federal aid fund in his budget. Two gravel bids were received and opened. Road Superintendent/911 Coordinator Wayne Oien asked the commission to entertain a motion to accept both bids due to the locations of the prospective pits. Motion by Ron Dahl to accept both bids and allow Road Superintendent/911 Coordinator Wayne Oien to use his judgment as to which pit to use dependent on the project location, second by John Wakefield and called three times for discussion with roll call vote: Dale Pedersen-aye, John Wakefield-aye, Ron Dahl-aye, Shawn Steffen-aye, Troy Olson-aye and carried.

Motion by John Wakefield to take a 10 minute recess, second by Shawn Steffen and called three times for discussion with all ayes, no nays and carried.

Chairman Troy Olson reconvened the County Commissioner meeting at 2:15 p.m.

Road Superintendent/911 Coordinator Wayne Oien and KLJ Representative Shawn Mayfield presented 4 sealed bids to the commission for the Sutton project. Bids were opened and will be reviewed for accuracy of figures and qualifications by KLJ Representative Shawn Mayfield and presented to the commission at their next meeting for a final decision. Low bidder at this point is Mayo Construction. Road Superintendent/911 Coordinator Wayne Oien and KLJ Representative Shawn Mayfield stated there were three bids for the engineering contract for chip seal and overlay. KLJ Representative Shawn Mayfield stated the lowest bid for construction engineering was KLJ for \$33,200 for project number SC-2000(014). Motion by Ron Dahl to accept the proposal of up to the maximum of \$33,200 for construction engineering of chip seal and overlay, second by Shawn Steffen and called three times for discussion with roll call vote: Dale Pederson-aye, John Wakefield-aye, Ron Dahl-aye, Shawn Steffen-aye, Troy Olson-aye and carried. KLJ Representative Shawn Mayfield gave an estimate for the overseeing of the paving and culvert of the Sutton project construction engineering of \$162,000 which will be 90% reimbursed by the state. Discussion ensued as to whether or not the project had been properly published in the paper. Since no clear answer regarding the publication could be reached, Ron Dahl moved to rescind his previous motion for chip seal and overlay until SA Jayme Tenneson could check and make sure it was done correctly, second by John Wakefield and called three times for discussion with roll call vote: Dale Pederson-aye, John Wakefield-aye, Ron Dahl-aye, Shawn Steffen-aye, Troy Olson-aye and carried. Discussion ensued about the process involved in securing the project contracts. Road Superintendent/911 Coordinator Wayne Oien referred to the e-mail he sent the commissioners regarding his proposal of a \$2 across the board increase in salary for the employees in his road department. Ron Dahl said it was not on the agenda. Road Superintendent/911 Coordinator Wayne Oien asked that it be put on the agenda for the next meeting.

Auditor Cynthia Anton requested that the payroll policy be changed slightly to assist with the balancing of the books at the end of the month. Auditor Cynthia Anton would like to make the second payment for the month on the last day of the month rather than the 1st of the next month. Motion by John Wakefield to change the payroll date from the 1st day of the month to the last day of the month to facilitate ease of bookkeeping, second by Shawn Steffen and called three times for discussion with all ayes, no nays and carried.

John Wakefield asked that the minutes be revisited. John Wakefield called on SA Jayme Tenneson since he was not here when the minutes were approved. SA Jayme Tenneson believes the minutes from April 17, 2014 minutes should be corrected where the minutes concerned him. SA Jayme Tenneson believes he never admitted to going out to Bismarck; he believes he stated he went out to Bismarck. Also needs to be added in there that SA Jayme Tenneson defined what an open meeting was or what it took to have a meeting and if SA Jayme Tenneson said it wasn't an open meeting and wasn't a violation of open meeting laws because it wasn't an open meeting. There wasn't a meeting because there were not three or more commissioners. There was a conversation between one commissioner and another elected official. Motion by John Wakefield that SA Jayme Tenneson submit in writing his proposed change to the minutes for our preview next meeting and we hold off publishing these minutes until said time. It was decided the minutes should be rescinded first. Shawn Steffen moved to rescind the approval of the minutes of April 17, 2014 as presented, second by Dale Pedersen and called three times for discussion with all ayes, no nays and carried. SA Jayme Tenneson was asked to present his proposed changes to Auditor Cynthia Anton for distribution to the commissioners before their next meeting.

John Wakefield asked that the election be revisited. Auditor Cynthia Anton pointed out to John Wakefield that the wording of the resolution regarding the combining of the two offices needed to be changed slightly. It reads: "The Board of County Commissioners have seen the need to improve the cost and effectiveness of combining the offices of County Auditor and County Treasurer into one effective office to take effect upon the retirement of the current County Auditor or April 1, 2015." The words "upon the retirement of the current County Auditor or" should be removed. John Wakefield moved that the wording for the resolution be amended as read, second by Ron Dahl and called three times for discussion with all ayes, no nays and carried.

Chairman Troy Olson opened the floor on discussion for County Superintendent of Schools. SA Jayme Tenneson read out the duties of the County Superintendent of Schools per the Century Code. John Wakefield read in Century Code 11-10-10.5 that the County shall appoint a County Superintendent of Schools according to NDCC 15.1-11-01 or 15.1-11-02. Ron Dahl moved that the appointment of the County Superintendent of Schools be tabled for two weeks for more research to be done, second by Dale Pedersen and called three times for discussion with all ayes, no nays and carried.

Chairman Troy Olson opened the floor for review on response letter from Judge Hovey to Ron Halvorson's letter to the Commissioners.

Chairman Troy Olson discussed the cover letter for the courtroom grant with Recorder Kelly Vincent. Recorder Kelly Vincent was asked to enquire about a possible extension of deadlines due to the current status of the courthouse project. Motion by Shawn Steffen to sign and send the progress letter regarding the courtroom grant project, second by Ron Dahl and called three times for discussion with all ayes, no nays and carried.

Chairman Troy Olson opened the floor for on presented abatements. Motion by John Wakefield to approve the abatement of taxes on parcel #09-0000-02425-000 in the amount of \$78.22, second by Shawn Steffen and called three times for discussion with roll call vote: Dale Pedersen-aye, John Wakefield-aye, Ron Dahl-aye, Shawn Steffen-aye, Troy Olson-aye and carried. Motion by Ron Dahl to approve the abatement of taxes on parcel #09-0000-0246-000 in the amount of \$118.75, second by Shawn Steffen and called three times for discussion with roll call vote: Dale Pedersen-aye, John Wakefield-aye, Ron Dahl-aye, Shawn Steffen-aye, Troy Olson-aye and carried. Motion by Shawn Steffen to approve the abatement of taxes on parcel #15-0000-03513-000 in the amount of \$21.20, second by Ron Dahl and called three times for discussion with roll call

vote: Dale Pedersen-aye, John Wakefield-aye, Ron Dahl-aye, Shawn Steffen-aye, Troy Olson-aye and carried. Motion by Shawn Steffen to approve the abatement of taxes on parcel #15-0000-03514-000 in the amount of \$184.89, second by Ron Dahl and called three times for discussion with roll call vote: Dale Pedersen-aye, John Wakefield-aye, Ron Dahl-aye, Shawn Steffen-aye, Troy Olson-aye and carried. Motion by Ron Dahl to approve the abatement of taxes on parcel #15-0000-03517-000 in the amount of \$58.23, second by John Wakefield and called three times for discussion with roll call vote: Dale Pedersen-aye, John Wakefield-aye, Ron Dahl-aye, Shawn Steffen-aye, Troy Olson-aye and carried. Motion by Shawn Steffen to approve the abatement of taxes on parcel #15-0000-03524-000 in the amount of \$124.25, second by Ron Dahl and called three times for discussion with roll call vote: Dale Pedersen-aye, John Wakefield-aye, Ron Dahl-aye, Shawn Steffen-aye, Troy Olson-aye and carried. Motion by Shawn Steffen to approve the abatement of taxes on parcel #15-0000-03525-000 in the amount of \$49.64, second by John Wakefield and called three times for discussion with roll call vote: Dale Pedersen-aye, John Wakefield-aye, Ron Dahl-aye, Shawn Steffen-aye, Troy Olson-aye and carried. Motion by Shawn Steffen to approve the abatement of taxes on parcel #15-0000-03526-000 in the amount of \$104.66, second by Ron Dahl and called three times for discussion with roll call vote: Dale Pedersen-aye, John Wakefield-aye, Ron Dahl-aye, Shawn Steffen-aye, Troy Olson-aye and carried. Motion by Shawn Steffen to approve the abatement of taxes on parcel #15-0000-03529-000 in the amount of \$65.48, second by John Wakefield and called three times for discussion with roll call vote: Dale Pedersen-aye, John Wakefield-aye, Ron Dahl-aye, Shawn Steffen-aye, Troy Olson-aye and carried.

Chairman Troy Olson opened the floor on wellness program. Auditor Cynthia Anton explained that the county can save 1% on the premiums if the county joins the wellness program. Troy Olson entertained the motion to approve and appoint Cynthia Anton as coordinator of the wellness program. Motion by John Wakefield to approve the wellness program and appoint Cynthia Anton as coordinator, second by Dale Pedersen and called three times for discussion with all ayes, no nays and carried.

Chairman Troy Olson opened the floor on new courthouse. John Wakefield was contacted by the Director of the DES concerning a report that was due. John Wakefield sent a copy of the letter to Auditor Cynthia Anton and to Griggs County Sheriff Robert Hook. Sheriff Robert Hook replied to John Wakefield within two hours of receiving the letter that the report had been completed and sent to DES. John Wakefield had a question regarding the grant funds awarded in March 2013 and if they were set up in the 2014 budget as a line item. Sheriff Robert Hook said that some of the grant funds are applied for and received within the same budget year and therefore cannot be planned for in a budget so is unsure how it should be handled.

John Wakefield stated he had spoken with John Eickhof and told him that the money had not been reimbursed to the county and therefore, Construction Engineers would be walking off the job as of today. John Eickhof also stated that the subcontractors should have been paid by Construction Engineers and they were paid up through April. So if the subcontractor has not been paid, that is a Construction Engineers problem. As of now, we are delinquent with the payments. The Building Authority has spent the entire amount of money they had for construction. The remaining money is for FF&E (Furniture, Fixtures and Equipment). Ron Dahl asked whether or not the Department Heads had any suggestions regarding the relocation of the offices. Treasurer Connie Eslinger stated that the relocation could affect the grant monies and SA Jayme Tenneson had been asked to look into it. SA Jayme Tenneson had not looked into that aspect of the relocation but said the lease was not correct because it dealt with the entire courthouse. Discussion ensued regarding the lease, Building Authority and Bank of North Dakota.

Chairman Troy Olson opened the floor on existing courthouse options study. Ron Dahl had nothing to present at this time.

Motion by Shawn Steffen to adjourn meeting at 3:55 pm and meet again in regular session on Friday, May 16, 2014, at 1 pm, second by Dale Pedersen and called three times for discussion with all ayes, no nays and carried.

ATTEST: Cynthia M. Anton
Auditor

Troy Olson
Chairman

COMMISSIONERS PROCEEDINGSAUDITOR'S WARRANTS

6293-6329	31,617.02	Payroll	GEN-10057.52,CWB-5795.83,IR-83.71 HWY-10162.96,CA-596.48,VSO-267.03 911-262.50,RC-4223.00,WD-167.99
18145	16,403.59	Griggs County	DED-12517.36,SS-3097.10,T125-789.13
	48,020.61	Total	

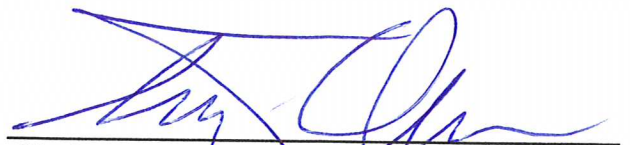
MAY VOUCHERS

3.25	Ag Communications	CAS-supplies
28.50	Allard Trophy Company	RD-misc
371.80	Arrowwood Prairie Coop	GEN-New Cths
1,765.53	Bin-City Bulk	RD-Fuel
21.42	Binford Grocery & Hardware	RD-supplies
1,334.03	Brenco Corp	RD-repairs
100.00	Cooperstown Ambulance	GEN-coroner travel
150.00	DS Solutions Inc	GEN-elec
794.48	Ellefson Sales	GEN-coal
31.00	Farm & Home Publishers	GEN-plat book
58.56	Griggs County	GEN-election, CA-supplies
247.62	Holiday Inn	CA-travel
556.75	ITD	SS- technology
112.00	Insure Forward	IR-add premium
17,060.00	KLJ	FAR-engineering
55.00	Main Street Storage	GEN-SH-storage rental
243.16	Matthew Bender & Co	GEN-codebooks
3.78	Miller's Fresh Foods	Gen-election
864.44	New Century Press	RD-422.99,GEN-277.37,WD-93.76, FAR-70.32
27.49	Ottertail Power	RD-electric
126.38	Quill	GEN-21.93, CA-104.45
49.90	Betty Stabenow	CA-travel
360.00	T&K Sales	RD-supplies
2,505.00	TJ's Electronics	SS- 1547.50, CWB-67.50, GEN-elec 890

26,870.09 Total

ATTEST:


Auditor/Deputy


Chairman

GRIGGS COUNTY

TRANSFERS

DECEMBER 31, 2013

AMOUNT	TRANSFER IN	TRANSFER OUT	PURPOSE
310,000.00	SOCIAL SERVICE	HUMAN SERVICE	TAX LEVY FOR OPERATIONS
27,000.00	GENERAL	COUNTY LOAN	MATCH FOR EOC
78,000.00	GENERAL	EMERGENCY	MATCH FOR EOC
25,000.00	GENERAL	INSURANCE RESERVE	MATCH FOR EOC
10,000.00	OASIS & FOASI	GENERAL	FICA COST IN EXCESS OF LEVY
10,000.00	OASIS & FOASI	HIGHWAY DISTRIBUTION	
9,000.00	GENERAL	COPS GRANT	DISTRIBUTE BALANCE OF FUND
9,000.00	REG CORRECTIONS	COPS GRANT	

GRIGGS COUNTY COOPERSTOWN, NORTH DAKOTA

County Commissioners

John Wakefield 1st Dist.
Binford
Shawn Steffen 2nd Dist.
Cooperstown
Ron Dahl 3rd Dist.
Cooperstown
Troy Olson 4th Dist.
Cooperstown
Dale Pedersen 5th Dist.
Hannaford
Griggs County Courier
Official Newspaper



County Officers

Cynthia M. Anton Auditor
Connie Eslinger Treasurer
Kelly Vincent Recorder & Clerk of Court
Jayme Tenneson State's Attorney
Robert Hook Sheriff
Wayne Oien Road Supt./911 coordinator
Rick Cushman Coroner
Dennis Kubischta Veterans Service Officer
Tax Director
Robert Hook DES Coordinator
Cia Gronneberg Social Service Director

Dear Commissioners, Troy Olson, John Wakefield, Shawn Steffen, Ron Dahl and Dale Pederson

At the April 4th Meeting I requested a \$2 per hour increase to all Griggs County Road Department employees, to try to give an incentive to keep current employees and to keep up to the surrounding counties with their pay and benefits.

I have included copies of what I found out from Nelson and Steele Counties as far as wages and benefits.

Steele County has talked to me about what do we do about incentives to keep employees for longevity.

I stated that I had set in place years ago a table for rewarding longevity during salary negotiations. The only problem was I hadn't started the rewards early enough. The table is shown on the following pages which show the Current 2014 Salaries including Craig Briss, the Highway department salaries paid out for the first four months of 2014, and the requested \$2 per hr increase for the 8 months remaining in 2014. This also shows the new employee Kenneth Sandvik. I did change the table in the requested increase salary page to start at 10 years instead of at 15 years.

I would like to thank you for considering this.

Respectfully,

Wayne Oien

2014 Highway Dept Current Salaries

Name	Employment Date	Years of		Annual	Monthly	Hourly	Overtime
		Service As of	1/1/14				
Wayne Oien, Supt.	3/21/1977	36 yrs - 9 mo		\$ 48,446.64	\$ 4,037.22	\$ 23.29	\$ 34.94
James Anderson	3/1/1982	31 yrs - 10 mo		\$ 40,709.64	\$ 3,392.47	\$ 19.57	\$ 29.36
Gary Varberg	4/18/1985	28 yrs - 8 mo		\$ 39,493.80	\$ 3,291.15	\$ 18.99	\$ 28.48
Craig Briss	3/13/1995	18 yrs - 9 mo		\$ 35,883.84	\$ 2,990.32	\$ 17.25	\$ 25.88
Jacob Louden	8/1/1996	18 yrs - 5 mo		\$ 35,665.68	\$ 2,972.14	\$ 17.15	\$ 25.72
Matt Monson	10/1/2009	5 yrs - 3 mo		\$ 34,433.76	\$ 2,869.48	\$ 16.55	\$ 24.83
Bryan Pfeifer	7/1/2011	2 yr - 5 mo		\$ 32,199.96	\$ 2,683.33	\$ 15.48	\$ 23.22
Leroy Eggermont Jr.	7/1/2011	2 yr - 5 mo		\$ 32,199.96	\$ 2,683.33	\$ 15.48	\$ 23.22
Total				\$ 299,033.28	\$ 24,919.44	\$ 143.77	\$ 215.65
Christy Ronningen -bkkpr	10/3/2011	2 yr - 2 mo		\$ 11,193.60	\$ 932.80	\$ 14.35	

\$25 inc/15 yrs
 \$50 inc/20 yrs
 \$75 inc/25 yrs
 \$100 inc/ 30 yrs

Approved - Highway Supt Date

Rvs'd 9/30/13

First 4 Months of 2014

Name	Employment Date	Years of Service As of		Annual	Monthly	Hourly	Overtime
		1/1/14	4 mos.				
Wayne Oien, Supt.	3/21/1977	36 yrs - 9 mo	\$16,148.88	\$ 48,446.64	\$ 4,037.22	\$ 23.29	\$ 34.94
James Anderson	3/1/1982	31 yrs - 10 mo	\$13,569.88	\$ 40,709.64	\$ 3,392.47	\$ 19.57	\$ 29.36
Gary Varberg	4/18/1985	28 yrs - 8 mo	\$13,164.60	\$ 39,493.80	\$ 3,291.15	\$ 18.99	\$ 28.48
Craig Briss	3/13/1995	18 yrs - 9 mo	\$11,961.28	\$ 35,883.84	\$ 2,990.32	\$ 17.25	\$ 25.88
Jacob Loudon	8/1/1996	18 yrs - 5 mo	\$11,888.56	\$ 35,665.68	\$ 2,972.14	\$ 17.15	\$ 25.72
Matt Monson	10/1/2009	5 yrs - 3 mo	\$11,477.92	\$ 34,433.76	\$ 2,869.48	\$ 16.55	\$ 24.83
Bryan Pfeifer	7/1/2011	2 yr - 5 mo	\$10,733.32	\$ 32,199.96	\$ 2,683.33	\$ 15.48	\$ 23.22
Leroy Eggermont Jr.	7/1/2011	2 yr - 5 mo	\$10,733.32	\$ 32,199.96	\$ 2,683.33	\$ 15.48	\$ 23.22
Total			\$99,677.76	\$ 299,033.28	\$ 24,919.44	\$ 143.77	\$ 215.65

Christy Ronningen -bkkpr	10/3/2011	2 yr - 2 mo		\$ 11,193.60	\$ 932.80	\$ 14.35	
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Approved - Highway Supt _____ Date _____

- \$25 inc/15 yrs
- \$50 inc/20 yrs
- \$75 inc/25 yrs
- \$100 inc/30 yrs

Rvs'd 9/30/13

Requested \$2.00 per hr. 2014 Salary increases May 1st

Name	Employment Date	Years of				
		Service As of	8 months	Monthly	Hourly	Overtime
		5/1/14				
Wayne Oien, Supt.	3/21/1977	37 yrs-1 mo	\$ 35,068.80	\$4,383.60	\$25.29	\$ 37.94
James Anderson	3/1/1982	32 yrs-1 mo	\$ 29,910.40	\$3,738.80	\$21.57	\$ 32.36
Gary Varberg	4/18/1985	29 yrs	\$ 29,106.16	\$3,638.27	\$20.99	\$ 31.49
Kenneth Sandvik	4/29/2014	6 mo.	\$ 15,600.00	\$2,600	\$15.00	\$ 22.50
Kenneth Sandvik	4/29/2014	2 mo.	\$5,720.00	\$2,860.00	\$16.50	\$24.75
Jacob Louden	8/1/1996	18 yrs - 9 mo	\$ 26,554.64	\$3,319.33	\$19.15	\$ 28.73
Matt Monson	10/1/2009	5 yrs - 7 mo	\$ 25,722.64	\$3,215.33	\$18.55	\$ 27.83
Bryan Pfeifer	7/1/2011	2 yr - 10 mo	\$ 24,238.96	\$3,029.87	\$17.48	\$ 26.22
Leroy Eggermont Jr.	7/1/2011	2 yr - 10 mo	\$ 24,238.96	\$3,029.87	\$17.48	\$ 26.22
Total			\$ 216,160.56	\$ 29,815.07	\$ 172.01	\$ 258.02
Christy Ronningen -bkkpr	10/3/2011	2 yr - 6 mo	\$ 11,193.60	\$ 932.80	\$ 14.35	
\$25 inc/10 yrs	Approved - Highway Supt	Date				
\$25 inc/15 yrs						
\$50 inc/20 yrs	This would be starting May 1st through the end the year eight months. I have hired Kenneth Sandvik at \$15.00 an hr					
\$75 inc/25 yrs	and would like to increase him to \$16.50 after 6 mo probation depending on evaluation.					
\$100 inc/30 yrs						Rvs'd 4/28/14

Nelson County Road Dept. wages and benefits 2014

Starting wages are a little lower for 6 months, then they go to \$17.63 per hour and everyone gets the same.

Nelson Co. pays both shares of retirement.

Nelson County pays for family health insurance policy if you have a family or a single policy if you are single.

They start out at 1 day sick leave and 1 day vacation per month. It then builds up to 2 days' vacation per month.

They work 5—9 hr days per week. Overtime is paid after 8 hours. 5 hrs regular overtime per week and extra overtime is paid if they have to work beyond.

They get 11 ½ days of holidays per year.

to me

Hi Wayne,

Hope you are having a good day!

We do pay both shares of the retirement.

We pay single health insurance and \$200 for family then the employee has to pay the rest. The county gives \$75 a month to use towards whatever you want; family health coverage, vision, dental, additional life, flex, etc.

Here's the vaca summary from our policy manual

Vacation time will be based on the anniversary date of employment for full-time Steele County Road Department employees:

1. 1 through 48 months of service ----- earn 8 hours per month;
2. 49 through 96 months of service ---- earn 10.5 hours per month;
3. 97 through 156 months of service --- earn 12.5 hours per month;
4. 157 through 228 months of service-- earn 14.5 hours per month;
5. 229 months and over ----- earn 16.5 hours per month.

Hope this helps!

Elisha Washburn | Steele County Auditor & HR Manager | p. [701.524.2110](tel:701.524.2110) | f. [701.524.1715](tel:701.524.1715)
PO Box 275

I asked Elisha what their starting pay was for a highway dept. worker, seen as they had just hired someone. She said they pay \$16.78 per hr. whether they had just started or had worked longer.

Someone from Steele Co. had called me earlier and was inquiring what we did to reward employees to continue working for us. I told her about my incentive program for years of service.



Cindy Anton <cindy.anton@griggscountynd.gov>

CNOA-2003(058) - Bid Tabulation & Construction Engineering

Shawn Mayfield <Shawn.Mayfield@kljeng.com>

Wed, May 7, 2014 at 11:02 AM

To: "cindy.anton@griggscountynd.gov" <cindy.anton@griggscountynd.gov>

Cc: "wayne.oien@griggsnd.com" <wayne.oien@griggsnd.com>

Cindy,

I have reviewed the bids from last Friday for CNOA-2003(058) [Sutton Road Project] and attached are the tabulations. Mayo Construction is confirmed as the low bidder. Strata Corporation did have a mathematical error but it did not affect the outcome of the bids. From this, it would be my recommendation to award the bid to Mayo Construction for \$1,677,333.41.

I've attached a copy of the construction contract between Griggs County and Mayo Construction that will need to be signed for the contractor to move forward. Please forward onto your state's attorney for review. If there are any questions let me know. I will bring this to the commission meeting for approval.

I would like to present a construction engineering contract for this project at the next commission meeting. I had mentioned it briefly after the bid opening. It would be for all project administration, construction observation and testing associated with the project. It will be setup to billed on an hourly basis up to a maximum of \$162,000.00. In regards to the commission's discussion regarding engineering proposals, this project was awarded (preliminary, design & construction engineering) to KLJ in September of 2013.

Note: All construction costs and construction engineering for this project will be reimbursed at 90% under the house bill funding source.

If there are any questions feel free to give me a call.

Thanks,

Shawn Mayfield PE

701-845-9445 **Direct**701-490-0195 **Cell**701-845-0252 **Fax**

1010 4th Ave SW

Valley City, ND 58072-0937

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CNOA-2003(058)
GRIGGS COUNTY, NORTH DAKOTA

Bids to be Opened: 2:00 PM CT, May 2nd, 2014

Bidder	Acknowledge Addenda	Contractor's License	Bid Bond	Total Construction Cost
2 Knife River	✓	✓	✓	\$ 1,736,152 ⁷⁸
1 Mayo Const.	✓	✓	✓	\$ 1,677,333 ⁴¹
4 Strata Corp.	✓	✓	✓	\$ 1,991,431 ⁸⁹
3 Central Spec.	✓	✓	✓	\$ 1,955,183 ⁸⁴
				\$
				\$
				\$
				\$
Engineer's Opinion of Construction Cost				\$ 1,603,069.30



TABULATION OF BIDS
CNOA-2003(053) - HOT BITUMINOUS OVERLAY, STRUCTURE REPLACEMENT & INCIDENTALS
GRIGGS COUNTY, NORTH DAKOTA

Big Lating: May 2nd, 2014 2:00 PM
 Comp. No. 9313103
 Checked By: Andrew McCallum JV

ITEM	UNIT DESCRIPTION	QTY	UNIT	Engineers Estimate		Central Specialties, Inc. Aberdeen, MN		Knife River Materials, Inc. Bemidji, MN		Mayo Construction Company, Inc. Caveater, ND		Streas Corporation Grand Forks, ND	
				UNIT PRICE	TOTAL SUM	UNIT PRICE	TOTAL SUM	UNIT PRICE	TOTAL SUM	UNIT PRICE	TOTAL SUM	UNIT PRICE	TOTAL SUM
1	CONTRACT BOND	1.0	L SUM	\$ 10,000.00	\$ 10,000.00	\$ 3,000.00	\$ 3,000.00	\$ 6,100.00	\$ 6,100.00	\$ 6,700.00	\$ 6,700.00	\$ 17,700.00	\$ 17,700.00
2	RAILWAY PROTECTION INSURANCE	1.0	L SUM	5,000.00	5,000.00	3,600.00	3,600.00	1,500.00	1,500.00	1,000.00	1,000.00	3,500.00	3,500.00
3	CLEARING & GRUBBING	1.0	L SUM	5,000.00	5,000.00	4,000.00	4,000.00	1,500.00	1,500.00	3,500.00	3,500.00	8,500.00	8,500.00
4	REMOVAL OF PAVEMENT	331	SY	5.00	1,655.00	10.00	3,310.00	20.00	6,620.00	7.00	2,317.00	8.00	2,648.00
5	REMOVAL OF PIPE ALL TYPES AND SIZES	216	LF	25.00	5,400.00	20.00	4,320.00	10.00	2,160.00	15.00	3,240.00	30.00	6,480.00
6	COMMON EXCAVATION-WASTE	643	CY	35.00	22,505.00	20.00	12,860.00	16.84	10,828.12	21.00	13,503.00	12.00	7,716.00
7	CLASS 2 EXCAVATION-BOX CULVERT	1	EA	10,000.00	10,000.00	15,000.00	15,000.00	25,000.00	25,000.00	25,000.00	25,000.00	42,000.00	42,000.00
8	FOUNDATION PREPARATION	1	EA	15,000.00	15,000.00	3,000.00	3,000.00	20,000.00	20,000.00	20,000.00	20,000.00	8,000.00	8,000.00
9	FOUNDATION FILL	205	CY	40.00	8,200.00	80.00	16,400.00	70.00	14,350.00	25.00	5,125.00	40.00	8,200.00
10	WATER	40	MG GAL	15.00	600.00	20.00	800.00	24.00	960.00	25.00	1,000.00	45.00	1,800.00
11	AGGREGATE BASE COURSE CL 3	1,492	TON	30.00	44,760.00	40.00	59,680.00	29.00	43,268.00	20.60	30,735.20	25.00	37,300.00
12	SSH OR CSSH OR ASI EMULSIFIED ASPHALT	13,845	GAL	2.50	34,612.50	2.50	34,612.50	3.00	41,332.50	0.01	138.45	3.50	48,457.50
13	RECYCLED ASPHALT PAVEMENT-SUPERPAVE PAA 4.5	16,237	TON	30.00	487,110.00	35.00	568,302.50	48.25	783,435.25	46.70	758,257.90	48.20	782,623.40
14	PG 58-28 ASPHALT CEMENT	861	TON	585.00	503,685.00	600.00	516,600.00	533.00	458,913.00	500.00	430,500.00	550.00	472,550.00
15	CORED SAMPLE	9	EA	65.00	585.00	50.00	450.00	15.00	135.00	75.00	675.00	100.00	900.00
16	MILLING PAVEMENT SURFACE	79,303	SY	2.00	158,606.00	0.75	59,477.25	0.45	35,686.35	1.05	83,268.15	1.30	103,293.90
17	18FT X 8FT PRECAST RCB CULVERT	50	LF	1,400.00	70,000.00	1,400.00	70,000.00	1,880.00	94,000.00	1,580.00	79,000.00	2,400.00	120,000.00
18	18FT X 8FT PRECAST RCB END SECTION	2	EA	20,000.00	40,000.00	17,000.00	34,000.00	22,250.00	44,500.00	15,200.00	30,400.00	20,000.00	40,000.00
19	MOBILIZATION	1.0	L SUM	100,000.00	100,000.00	136,390.00	136,390.00	72,750.00	72,750.00	134,000.00	134,000.00	170,850.00	170,850.00
20	FLAGGING	400	HR	30.00	12,000.00	25.00	10,250.00	24.00	10,200.00	1.00	400.00	42.00	16,960.00
21	TRAFFIC CONTROL SIGNS	1,498	UNIT	3.00	4,494.00	1.00	1,498.00	1.00	1,498.00	1.00	1,498.00	2.40	3,595.20
22	TYPE III BARRICADE	16	EA	125.00	2,000.00	200.00	3,200.00	200.00	3,200.00	200.00	3,200.00	84.75	1,356.00
23	TUBULAR MARKERS	208	EA	10.00	2,080.00	3.00	624.00	3.00	624.00	3.00	624.00	6.40	1,343.20
24	PILOT CAR	215	HR	45.00	9,675.00	35.00	7,525.00	40.50	8,707.50	10.00	2,150.00	52.00	11,180.00
25	FIELD LABORATORY-TYPE B	1	EA	5,500.00	5,500.00	8,000.00	8,000.00	4,500.00	4,500.00	4,000.00	4,000.00	6,000.00	6,000.00
26	FIELD LABORATORY-TYPE C	2	EA	4,500.00	9,000.00	8,000.00	16,000.00	4,500.00	9,000.00	4,500.00	9,000.00	7,500.00	15,000.00
27	RROR-LOOSE ROCK	83	CY	65.00	5,395.00	75.00	6,225.00	100.00	8,300.00	55.00	3,575.00	100.00	6,800.00
28	SILT FENCE SUPPORTED	210	LF	4.00	840.00	4.76	999.60	5.00	1,050.00	3.50	735.00	5.00	1,050.00
29	REMOVAL SILT FENCE SUPPORTED	210	LF	0.50	105.00	2.50	525.00	2.00	420.00	0.70	147.00	2.65	556.50
30	FIBER ROLLS 12IN	190	LF	3.00	570.00	2.92	554.80	3.00	570.00	3.00	570.00	3.10	589.00
31	GEOTEXTILE FABRIC-TYPE RR	167	SY	2.00	334.00	6.00	1,002.00	4.80	801.60	3.25	542.75	8.00	1,336.00
32	GEOTEXTILE FABRIC-TYPE RI	291	SY	3.00	873.00	6.00	1,746.00	5.00	1,455.00	3.50	1,018.50	8.00	2,328.00
33	RUMBLE STRIPS - INTERSECTION	1	EA	3,000.00	3,000.00	2,853.50	2,853.50	2,650.00	2,650.00	3,000.00	3,000.00	3,500.00	3,500.00
34	PAINT MK PAINTED-MESSAGE	265	SF	5.00	1,325.00	2.05	543.25	2.60	689.00	2.80	742.00	2.15	569.75
35	SHORT TERM 4IN LINE TYPE RR	66,516	LF	0.15	9,977.40	0.21	13,969.36	0.14	9,326.24	0.15	9,977.40	0.22	14,635.32
36	PAINT MK PAINTED 4R LINE	114,734	LF	0.10	11,473.40	0.07	8,031.38	0.08	9,178.72	0.09	10,326.06	0.08	9,178.72
TOTAL ESTIMATED PROJECT COST (Base Bid)				\$	1,403,069.30	\$	1,955,183.84	\$	1,736,152.78	\$	1,677,331.41	\$	1,980,251.89

*Error found in bid tabulation. Bid total change to reflect unit price bid.
 TRUE TABULATION OF BIDS
 Kaufman, Lee & Jackson

SECTION 00520

STANDARD FORM OF AGREEMENT
BETWEEN OWNER AND CONTRACTOR

THIS AGREEMENT is by and between Griggs County (“Owner”) and
Mayo Construction Company, Inc. (“Contractor”).

Owner and Contractor hereby agree as follows:

ARTICLE 1 – WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

CNOA-2003(058): Milling, Hot Bituminous Pavement Overlay, Box Culvert Installation and Incidentals.

ARTICLE 2 – THE PROJECT

2.01 The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

Milling 0.75” of existing pavement, placing a 2” hot bituminous overlay, installing an 18’x5’ box culvert and incidentals.

ARTICLE 3 – ENGINEER

3.01 The Project has been designed by Kadrmas, Lee and Jackson, Inc., which is to act as Owner’s representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 – CONTRACT TIMES

4.01 *Time of the Essence*

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 *Dates for Completion and Final Payment*

A. The Work will be completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions on or before September 5, 2014.

4.03 *Liquidated Damages*

Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial loss if the Work is not completed within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty), Contractor shall pay Owner \$1,500 for each day that expires after the time specified in Paragraph 4.02 above for Substantial Completion until the Work is substantially complete.

ARTICLE 5 – CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to Paragraphs 5.01.A below:

- A. For all Unit Price Work, an amount equal to the sum of the established unit price for each separately identified item of Unit Price Work times the actual quantity of that item. Unit prices are those listed in the Unit Price Schedule of the Bid Form attached as Exhibit A to the agreement.

The Bid prices for Unit Price Work set forth as of the Effective Date of the Agreement are based on estimated quantities. As provided in Paragraph 11.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer as provided in Paragraph 9.07 of the General Conditions.

ARTICLE 6 – PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

- A. Contractor shall submit Applications for Payment to the Engineer. Applications for Payment will be processed by Griggs County.

6.02 *Progress Payments; Retainage*

- A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the once each month during performance of the Work as provided in Paragraph 6.02.A.1 below. All such payments will be measured by the schedule of values established as provided in Paragraph 2.07.A of the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements.
1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Engineer may determine or Owner may withhold, including

but not limited to liquidated damages, in accordance with Paragraph 14.02 of the General Conditions.

- a. Ninety (90) percent of Work completed (with the balance being retainage). If the Work has been 50 percent completed as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage; and
 - b. Ninety (90) percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).
- B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to Ninety-five (95.0) percent of the Work completed, less such amounts as Engineer shall determine.

6.03 *Final Payment*

- A. Upon final completion and acceptance of the Work in accordance with Paragraph 14.07 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 14.07.

ARTICLE 7 – INTEREST

- 7.01 All moneys not paid when due as provided in Article 14 of the General Conditions shall bear interest at the maximum rate allowed by law at the place of the Project.

ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS

- 8.01 In order to induce Owner to enter into this Agreement, Contractor makes the following representations:
- A. Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.
 - B. Contractor has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 - C. Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.
 - D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities), if any, that have been identified in Paragraph SC-4.02 of the Supplementary Conditions as containing reliable "technical data," and (2) reports and drawings of Hazardous Environmental Conditions, if any, at the Site that have been identified in Paragraph SC-4.06 of the Supplementary Conditions as containing reliable "technical data."

- E. Contractor has considered the information known to Contractor; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Contract Documents; and (3) Contractor's safety precautions and programs.
- F. Based on the information and observations referred to in Paragraph 8.01.E above, Contractor does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.
- G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
- H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
- I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 9 – CONTRACT DOCUMENTS

9.01 *Contents*

- A. The Contract Documents consist of the following:
 - 1. This Agreement (pages 1 to 7, inclusive).
 - 2. Performance bond (pages 1 to 2, inclusive).
 - 3. Payment bond (pages 1 to 2, inclusive).
 - 4. Other bonds (pages N/A to N/A, inclusive).
 - 5. General Conditions (pages 1 to 62, inclusive).
 - 6. Supplementary Conditions (pages 1 to 7, inclusive).
 - 7. Specifications as listed in the table of contents of the Project Manual.
 - 8. Drawings with each sheet bearing the following general title: CNOA-2003(058).
 - 9. Exhibits to this Agreement (enumerated as follows):

- a. Contractor's Bid (pages 1 to 1, inclusive).
- 10. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
 - a. Notice to Proceed (pages 1 to 1, inclusive).
 - b. Work Change Directives.
 - c. Change Orders.
- B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may only be amended, modified, or supplemented as provided by the owner.

ARTICLE 10 – MISCELLANEOUS

10.01 *Terms*

- A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

10.02 *Assignment of Contract*

- A. No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.03 *Successors and Assigns*

- A. Owner and Contractor each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.04 *Severability*

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be

reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.05 *Contractor's Certifications*

A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:

1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;
2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement. Counterparts have been delivered to Owner and Contractor. All portions of the Contract Documents have been signed or have been identified by Owner and Contractor or on their behalf.

This Agreement will be effective on May 16, 2014 (which is the Effective Date of the Agreement).

OWNER: Griggs County

CONTRACTOR: Mayo Construction Co., Inc.

Signature _____

Signature _____

By: Troy Olson

By: _____

Title: Griggs County Commission Chair

Title: _____

(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: _____

Attest: _____

Signature

Signature

By: Cindy Anton

By: _____

Title: Griggs County Auditor

Title: _____

Address for giving notices:

Address for giving notices:

P.O. Box 511

Cooperstown, ND 58425

License No.: 2924 Class A

(Where applicable)

(If Owner is a corporation, attach evidence of authority to sign. If Owner is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)

Agent for service of process:

Home or Daytime Telephone Number: _____

Fax Number: (If applicable) _____

E-mail Address: (If applicable) _____

By from the voter's residence, yet within the United States
 By from the voter's residence, yet outside the United States
 If you, please indicate your preferred ballot delivery method
 E-mail Fax

_____ precinct, where my residential voting address is located, for at least thirty days next
 _____ Date

If it's name, the applicant shall mark (X) or use the applicant's signature stamp on the ballot. The disinterested individual shall print the name of the individual marking the ballot or signature stamp and shall sign the disinterested individual's own name following the instructions to the mark.

_____ of person making mark or voter's signature stamp

_____ witness to the mark

BY _____ OF YOUR COUNTY OF RESIDENCE OR APPROPRIATE ELECTION OFFICIAL

GRIGGS COUNTY AUDITOR
PO BOX 511
COOPERSTOWN, ND 58425

GCC August 23 & 30, 2013 220047

Dickinson, ND 58601
 Attorneys for Plaintiff
 (Published: 08/09 - 08/16 - 08/23)
 20-2012-CV-00032
 GCC August 9,16 and 23, 2013
 220061

**REQUEST FOR PROPOSALS
 PRELIMINARY, DESIGN &
 CONSTRUCTION ENGINEERING
 SERVICES**

Griggs County is requesting proposals for preliminary, design and construction engineering services for the following three projects:

- Site 1: CMC 2003 from ND 200 South 8.5 Miles ~ HBP Overlay & Incidentals
- Site 2: CMC 2026 from CMC 2019 East 7 Miles to the County Line - Graveling & Incidentals
- Site 3: CMC 2026 from Hannaford West 10.5 Miles to CMC 2003 - Graveling & Incidentals

Please provide the following information:

- A. FIRMS CAPABILITY
 1. Resume of key personnel with particular references to similar projects.
 2. In house engineering expertise and/or need for outside consultants. (civil, electrical, mechanical, testing, etc...)
- B. RECORD AND PERFORMANCE
 1. Submit list of similar projects completed within the last three years. (list owner, type of work, and construction cost)
 2. Submit references of four clients and/or individuals; one shall be a financial reference.

C. GENERAL INFORMATION

1. Ownership. Verify if minority owned.
 2. Firms headquarters where work would be performed and from which expenses and mileage would be charged.
 3. Name and phone number of the consultant's contact person.
- Each firm will be judged on a basis of values as shown above. Those firms not selected will be advised in writing. Proposals shall be limited to no more than 6 pages. Griggs County reserves the right to reject any and/or all proposals.
- If deemed necessary, the County Commission may elect one or more firms for the interview portion of the selection process. One consultant will be chosen to complete all work for all projects listed above.
- Proposals will be accepted until September 9, 2013 @ 8:30 am at the office of the Griggs County Auditor.
- Please submit 6 Proposals to:
ENGINEERING SERVICES
 Griggs County Auditor
 Attn: Cindy Anton
 808 Rollins Ave
 PO Box 511
 Cooperstown, ND 58425
 GCC August 16, 23, and 30- 2013
 220051

**NOTICE OF SALE
 Court File No. 20-2011-CV-00028**

Notice is hereby given that by virtue of a judgment rendered and given by the District Court of the Southeast Judicial District, County of Griggs, state of North Dakota, entered and docketed on the 15th day of July, 2013 in an action where in JP

of America and any person in possession all of whom were named as Defendants. The judgment, among other things, directs the sale of the real property to satisfy the amount of the judgment with interest, costs, and expenses of such sale. By virtue of the writ issued by the Clerk of Court, under the seal thereof, directing me to sell the real property, pursuant to the judgment, notice is hereby given that pursuant to N.D.C.C. Chapter 28-21, the real property hereinafter described will be sold at public auction.

I, Robert Hook, Sheriff of Griggs County, North Dakota, the person appointed by the Court to conduct the sale, will sell the hereinafter described real property to the highest bidder for cash at public auction at the front door of the Griggs County Courthouse in the City of Cooperstown, State of North Dakota, on the 11th day of September at the hour of 9:00 AM to satisfy the amount due upon judgment, with interest, costs, and expenses of the sale. The premises to be sold, pursuant to the judgment, writ and this notice are situated in the County of Griggs, State of North Dakota, and are described as follows:

A tract of Land Situated in Government Lot Four (4), Section Seven (7), Township One Hundred Forty-eight (148), Range Sixty (60), Described as follows: Commencing at the Southeast Corner of said Section 7; Thence along an assumed bearing of S90°00'00"W along the section line a distance of 3622.19 feet to the centerline of an existing 50 feet roadway easement as established by Merle H. Earley of Houston Engineering, Registered Land Surveyor No. 2350, in a survey for Red Willow Lutheran Bible Camp, dated 4/19/1983; thence N38°53'04"W along said centerline a distance of 354.93 feet; thence N59°58'28"W along said centerline a distance of 615.77 feet; thence N06°25'28"E along said centerline a distance of 390.79 feet; thence N00°30'43"W along said centerline a distance of 332.44 feet; thence S85°41'50"W a distance of 25.05 feet to a point on westerly right of way line of said roadway easement which is the point of beginning of the tract herein described; thence continuing S85°41'50"W a distance of 242.94 feet to the existing shoreline of Red Willow Lake as of 10/14/98; thence S3°37'04"E along said shoreline a distance of 88.02 feet; thence N89°41'07"E a distance of 237.67 feet to a point on the westerly right of way line of said roadway easement; thence N0°30'43"W along said right of way line a distance of 104.77 feet to the point of beginning said tract contains 23,141 square feet more or less and contains within its boundaries a 0.19 acre tract of land previously surveyed by me and is recorded as Document No. 90216 at the Griggs County Register of Deeds Office and contains an error in its description calling out the point prior to the point of beginning.

in Hearing
 town ND
 3
 Requests:
 Ave. S, Grand
 vice for a new
 telle Johnson.
 20-145-58,
 14th St SE,
 home trailer or
 air permanent
 land.
 20-145-58,
 4 p.m. on
 g Office/State's
 (west door)
 North Dakota.

Services, Inc.; Sturdevant RSC; all persons unknown claiming any estate or interest in, or lien or encumbrance upon, the property described in the complaint; and any person in possession were Defendants, in favor of Plaintiff and against the Defendants for the sum of \$160,380.91, which judgment and decree, among other things, direct the sale by me of the real property hereinafter described, to satisfy the amount of said judgment, with interest thereon and the costs and expenses of such sale, or so much thereof as the proceeds of said sale will satisfy; and by virtue of a writ issued to me out of the office of the Clerk of said Court, I, Robert Hook, Sheriff of Griggs County, North Dakota, will sell the property described in the judgment to the highest bidder for cash at public auction at the front door of the Courthouse in the City of Cooperstown in the County of Griggs and State of North Dakota, on September 11, 2013, at the hour of 10:00 A.M. (CT), to satisfy the amount due, with interest thereon, and the costs and expenses of such sale, or so much thereof as the proceeds of such sale will satisfy. The property to be sold is situated in the County of Griggs and State of North Dakota, and described as follows:

A tract of Land Situated in Government Lot Four (4), Section Seven (7), Township One Hundred Forty-eight (148), Range Sixty (60), Described as follows: Commencing at the Southeast Corner of said Section 7; Thence along an assumed bearing of S90°00'00"W along the section line a distance of 3622.19 feet to the centerline of an existing 50 feet roadway easement as established by Merle H. Earley of

Houston Engineering, Registered Land Surveyor No. 2350, in a survey for Red Willow Lutheran Bible Camp, dated 4/19/1983; thence N38°53'04"W along said centerline a distance of 354.93 feet; thence N59°58'28"W along said centerline a distance of 615.77 feet; thence N06°25'28"E along said centerline a distance of 390.79 feet; thence N00°30'43"W along said centerline a distance of 332.44 feet; thence S85°41'50"W a distance of 25.05 feet to a point on westerly right of way line of said roadway easement which is the point of beginning of the tract herein described; thence continuing S85°41'50"W a distance of 242.94 feet to the existing shoreline of Red Willow Lake as of 10/14/98; thence S3°37'04"E along said shoreline a distance of 88.02 feet; thence N89°41'07"E a distance of 237.67 feet to a point on the westerly right of way line of said roadway easement; thence N0°30'43"W along said right of way line a distance of 104.77 feet to the point of beginning said tract contains 23,141 square feet more or less and contains within its boundaries a 0.19 acre tract of land previously surveyed by me and is recorded as Document No. 90216 at the Griggs County Register of Deeds Office and contains an error in its description calling out the point prior to the point of beginning. The call of "N0°30'43"W for a distance 327.27 feet" in said document should read: "N0°30'43"W for a distance of 242.75 feet"; a/k/a 1641 Jacob Dr., Binford, ND 58416.

If the sale is set aside for any reason, the Purchaser at the sale shall be entitled only to a return of the deposit paid. The purchaser shall have no further recourse against the Mortgagor,

I looked this up as it was published on Aug 16, 23 and 30th.

**SHORT FORM OF AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR
PROFESSIONAL SERVICES**

THIS IS AN AGREEMENT effective as of **May 2, 2014** ("Effective Date") between **Griggs County** ("Owner") whose address is 808 Rollins Avenue; Cooperstown, ND 58425 and **Kadmas, Lee & Jackson, Inc., Valley City** ("Engineer") whose address is 1010 4th Ave SW; Valley City, ND 58072. The Engineer agrees to provide the services described below to Owner for **SC-2000(014) – Chip Seal Coat and Incidentals on County Highway 2 from ND Highway 1 West 2.5 Miles and County Highway 8 from ND Highway 1 West 8 Miles** ("Project"). The services Engineer shall provide, or cause to be provided, are further defined in attached Exhibit A – Engineer's Services and are generally described as follows: **Construction Engineering for approximately 10.5 miles of Chip Seal Coat and Incidentals**. Owner shall provide, or cause to be provided, the payment for these services as set forth in attached Exhibit B – Payment for Services.

Owner and Engineer further agree as follows:

1.01 Basic Agreement

- A. Engineer shall provide, or cause to be provided, the services set forth in this Agreement, and Owner shall pay Engineer for such Services as set forth in Paragraph 10.01.

2.01 Payment Procedures

- A. *Preparation of Invoices.* Engineer will prepare a monthly invoice in accordance with Engineer's standard invoicing practices and submit the invoice to Owner.
- B. *Payment of Invoices.* Invoices are due and payable within 30 days of receipt. If Owner fails to make any payment due Engineer for services and expenses within 30 days after receipt of Engineer's invoice, the amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day. In addition, Engineer may, without liability, after giving seven days written notice to Owner, suspend services under this Agreement until Engineer has been paid in full all amounts due for services, expenses, and other related charges. Payments will be credited first to interest and then to principal

3.01 Additional Services

- A. If authorized by Owner, or if required because of changes in the Project, Engineer shall furnish services in addition to those set forth above.
- B. Owner shall pay Engineer for such additional services as follows: For additional services of Engineer's employees engaged directly on the Project an amount equal to the cumulative hours charged to the Project by each class of Engineer's employees times standard hourly rates for each applicable billing class; plus reimbursable expenses and Engineer's consultants' charges, if any.

4.01 Termination

- A. The obligation to provide further services under this Agreement may be terminated
 - 1. For cause,
 - a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the Agreement's terms through no fault of the terminating party.
 - b. By Engineer:
 - 1) Upon seven days written notice if Engineer believes that Engineer is being requested by Owner to furnish or perform services contrary to Engineer's responsibilities as a provider of professional services; or
 - 2) Upon seven days written notice if the Engineer's services for the Project are delayed or suspended for more than 90 days for reasons beyond Engineer's control.
 - 3) Engineer shall have no liability to Owner on account of such termination.
 - c. Notwithstanding the foregoing, this Agreement will not terminate as a result of a substantial failure under paragraph 4.01.A.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its failure and proceeds diligently to cure such failure within no more than 30 days of receipt of notice; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.
 - 2. For convenience,
 - a. By Owner effective upon Engineer's receipt of notice from Owner.
- B. The terminating party under paragraphs 4.01.A.1 or 4.01.A.2 may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to demobilize personnel and equipment from the Project site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.

5.01 Controlling Law

- A. This Agreement is to be governed by the law of the state in which the Project is located.

6.01 Successors, Assigns, and Beneficiaries

- A. Owner and Engineer each is hereby bound and the partners, successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by paragraph 6.01.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
- B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

7.01 General Considerations

- A. The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with Engineer's services. Engineer and its engineers may use or rely upon the design services of others, including, but not limited to, contractors, manufacturers, and suppliers.
- B. Engineer shall not at any time supervise, direct, or have control over any contractor's work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, for safety precautions and programs incident to a contractor's work progress, nor for any failure of any contractor to comply with laws and regulations applicable to contractor's work.
- C. Engineer neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform its work in accordance with the contract between Owner and such contractor.
- D. Engineer shall not be responsible for the acts or omissions of any contractor, subcontractor, or supplier, or of any contractor's agents or employees or any other persons (except Engineer's own employees) at the Project site or otherwise furnishing or performing any of construction work; or for any decision made on interpretations or clarifications of the construction contract given by Owner without consultation and advice of Engineer.
- E. ~~The general conditions for any construction contract documents prepared hereunder are to be the "Standard General Conditions of the Construction Contract as prepared by the Engineers Joint Contract Documents Committee (No. C 700, 2007 Edition).~~
- F. All project documents prepared or furnished by Engineer are instruments of service, and Engineer retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed.
- G. To the fullest extent permitted by law, Owner and Engineer agree that Engineer's total liability to Owner under this Agreement shall be limited to \$50,000 or the total amount of compensation received by Engineer, whichever is greater.

- H. The parties acknowledge that Engineer's scope of services does not include any services related to a Hazardous Environmental Condition (the presence of asbestos, PCBs, petroleum, hazardous substances or waste, and radioactive materials). If Engineer or any other party encounters a Hazardous Environmental Condition, Engineer may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until Owner: (i) retains appropriate specialist engineers or contractors to identify and, as appropriate, abate, remediate, or remove the Hazardous Environmental Condition; and (ii) warrants that the Site is in full compliance with applicable Laws and Regulations.

8.01 KL&J Additions to EJCDC E-520

- A. The Owner and Engineer each agree to assume its own liability for claims of any nature including all costs, expenses and reasonable attorney's fees, which may in any manner result from or arise out of this agreement. Neither the Owner nor the Engineer shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence.
- B. The Owner shall not reuse or make any modification to the project documents without Engineer's prior written authorization. The Owner agrees, to the fullest extent permitted by law, to indemnify and hold harmless Engineer's officers, directors, employees and sub-engineers (collectively) against any damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising from or allegedly arising from or in any way connected with the unauthorized reuse or modification of the project documents by the Owner or any person or entity that acquires or obtains the project documents from or through the Owner without Engineer's written authorization.
- C. In the event of a dispute arising out of or relating to the agreement or the services to be rendered hereunder, both parties hereby agree to (1) attempt to resolve such disputes through direct negotiations between the appropriate representatives of each party, (2) if such negotiations are not fully successful, the parties agree to attempt to resolve any remaining dispute by formal nonbinding mediation conducted in accordance with rules and procedures to be agreed upon by both parties, and (3) if the dispute or any issues remain unresolved after the first two steps, either party may seek to have the dispute resolved by a court of competent jurisdiction.
- D. Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither the Owner nor the Engineer, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected in any way to the Project or to this Agreement. This mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation or any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict or implied warranty. Both the Owner and the Engineer shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in this project.
- E. With the execution of this Agreement, Engineer and Owner shall designate specific individuals to act as Engineer's and Owner's representatives with respect to the services to be performed or furnished by Engineer and responsibilities of Owner under this Agreement. Such an individual shall have authority to transmit instructions, receive information, and render decisions relative to the Project on behalf of the respective party whom the individual represents. Each Party may change its designated individual(s) at any time by written notice to the other Party.

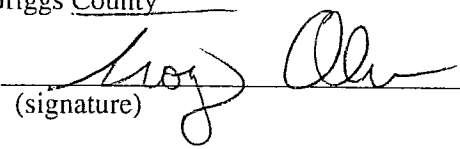
9.01 Total Agreement

- A. This Agreement (together with any expressly incorporated exhibits and appendices), constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

10.01 Payment and Schedules

- A. Using the procedures set forth in Paragraph 2.01, Owner shall pay Engineer as follows:
 - 1. In accordance with Exhibit B – Payment of Services.
- B. The Engineer's compensation is conditioned on the time to complete the services by May 1, 2015. Should the time to complete services be extended beyond this period, total compensation to Engineer may be appropriately adjusted. Engineer is authorized to begin rendering services as of the Effective Date.

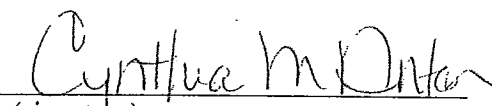
IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

OWNER: Griggs County
By: 
(signature)

By: Troy Olson
(printed or typed name)

Title: Chairman

Date Signed: 5-2-14

Witnessed By: 
(signature)

Witnessed By: Cynthia M. Anton
(printed or typed name)

Title: Auditor

Address for giving notices:
808 Rollins Avenue
PO Box 511
Cooperstown, ND 58425

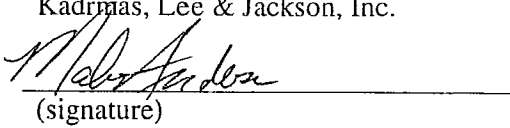
Designated Representative:
Attn: Wayne Oien

Title: Highway Superintendent

Phone Number: 701-797-3420

Facsimile Number: _____


E-Mail Address: wayne.oien@griggscounty
nd.gov

ENGINEER: Kadmas, Lee & Jackson, Inc.
By: 
(signature)

By: Mark Anderson
(printed or typed name)

Title: Surface Transportation PAL

Date Signed: 4-10-2014

Witnessed By: 
(signature)

Witnessed By: ERIKA LORENZ
(printed or typed name)

Title: EXEC. COORD.

Address for giving notices:
1010 4th Ave SW
PO Box 937
Valley City, ND 58072

Designated Representative:
Attn: Shawn Mayfield

Title: Project Engineer

Phone Number: 701-845-9445

Facsimile Number: 701-845-0252

E-Mail Address: shawn.mayfield@kjleng.com

This is **EXHIBIT A**, consisting of 8 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated May 2, 2014.

Engineer's Services

The Agreement is supplemented to include the following agreement of the parties.

Engineer shall provide Basic and Additional Services as set forth below.

PART 1 – BASIC SERVICES

A1.01 Construction Phase

- A. Upon successful completion of the Bidding and Negotiating Phase, and upon written authorization from Owner, Engineer shall:
1. *General Administration of Construction Contract:* Consult with Owner and act as Owner's representative as provided in the Construction Contract. The extent and limitations of the duties, responsibilities, and authority of Engineer as assigned in the Construction Contract shall not be modified, except as Engineer may otherwise agree in writing. All of Owner's instructions to Contractor will be issued through Engineer, which shall have authority to act on behalf of Owner in dealings with Contractor to the extent provided in this Agreement and the Construction Contract except as otherwise provided in writing.
 2. *Project Initiation:* This task involves time for the construction staff who were not directly involved with the design to review plans and setup the record keeping system.
 3. *Pre-Construction Conference:* Participate in a Pre-Construction Conference prior to commencement of Work at the Site.
 4. *Progress Meetings:* Coordinate and participate in project progress meetings as required. If meetings are required, participant will include the Contractor, Engineer, Owner, North Dakota Department of Transportation (NDDOT), Subcontractors, Utilities, Local Authorities, and Others.
 5. *Weekly Records:* Contract administration and project documentation will be according to established NDDOT construction procedures, as outlined in the Construction Records Manual and External Civil Rights Manual. Major tasks will include weekly progress meetings (if required), CARS diary entries, weekly progress reports, progressive payment for work complete, pay quantity reports, haul sheets, subcontract tracking, certification tracking, monthly fuel cost adjustment worksheets, payroll review, labor compliance interviews, External Civil Rights monthly EEO reports and minor change orders. Major change orders, including

force accounts that are beyond the scope of the contract will be added by supplemental agreement.

6. *Final Records:* Final records will include verifying all quantities for accuracy, completing all necessary final document forms as listed on the NDDOT Final Checklist, completing record drawings, and packaging and shipping final documents to the District Office.
7. *Visits to Site and Observation of Construction:* In connection with observations of Contractor's Work while it is in progress:
 - a. Make visits to the Site at intervals appropriate to the various stages of construction, as Engineer deems necessary, to observe as an experienced and qualified design professional the progress of Contractor's executed Work. Such visits and observations by Engineer are not intended to be exhaustive or to extend to every aspect of Contractor's Work in progress or to involve detailed inspections of Contractor's Work in progress beyond the responsibilities specifically assigned to Engineer in this Agreement and the Contract Documents, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on Engineer's exercise of professional judgment. Based on information obtained during such visits and observations, Engineer will determine in general if the Work is proceeding in accordance with the Contract Documents, and Engineer shall keep Owner informed of the progress of the Work.
 - b. The purpose of Engineer's visits to the Site will be to enable Engineer to better carry out the duties and responsibilities assigned to and undertaken by Engineer during the Construction Phase, and, in addition, by the exercise of Engineer's efforts as an experienced and qualified design professional, to provide for Owner a greater degree of confidence that the completed Work will conform in general to the Contract Documents and that Contractor has implemented and maintained the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents. Engineer shall not, during such visits or as a result of such observations of Contractor's Work in progress, supervise, direct, or have control over Contractor's Work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by Contractor, for security or safety at the Site, for safety precautions and programs incident to Contractor's Work, nor for any failure of Contractor to comply with Laws and Regulations applicable to Contractor's furnishing and performing the Work. Accordingly, Engineer neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish or perform the Work in accordance with the Contract Documents.

- c. Major items include:
 - 1) Seal Coat
 - 2) Miscellaneous Construction:
 - a) Traffic Control
 - b) Pavement Marking
 - 3) Survey
 - a) Project Staking
- 8. *Defective Work*: Reject Work if, on the basis of Engineer's observations, Engineer believes that such Work (a) is defective under the standards set forth in the Contract Documents, (b) will not produce a completed Project that conforms to the Contract Documents, or (c) will imperil the integrity of the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.
- 9. *Clarifications and Interpretations; Field Orders*: Issue necessary clarifications and interpretations of the Contract Documents as appropriate to the orderly completion of Contractor's work. Such clarifications and interpretations will be consistent with the intent of and reasonably inferable from the Contract Documents. Subject to any limitations in the Contract Documents, Engineer may issue field orders authorizing minor variations in the Work from the requirements of the Contract Documents.
- 10. *Change Orders and Work Change Directives*: Recommend change orders and work change directives to Owner, as appropriate, and prepare change orders and work change directives as required.
- 11. *Shop Drawings and Samples*: Review and approve or take other appropriate action in respect to Shop Drawings and Samples and other data which Contractor is required to submit, but only for conformance with the information given in the Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto. Engineer shall meet any Contractor's submittal schedule that Engineer has accepted.
- 12. *Substitutes and "or-equal"*: Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor, but subject to the provisions of Paragraph A2.02.A.2 of this Exhibit A.
- 13. *Inspections and Tests*: Require such special inspections or tests of Contractor's work as deemed reasonably necessary, and receive and review all certificates of inspections, tests, and approvals required by Laws and Regulations or the Contract Documents. Engineer's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of

the Contract Documents. Engineer shall be entitled to rely on the results of such tests.

14. *Disagreements between Owner and Contractor:* Render formal written decisions on all duly submitted issues relating to the acceptability of Contractor's work or the interpretation of the requirements of the Contract Documents pertaining to the execution, performance, or progress of Contractor's Work; review each duly submitted Claim by Owner or Contractor, and in writing either deny such Claim in whole or in part, approve such Claim, or decline to resolve such Claim if Engineer in its discretion concludes that to do so would be inappropriate. In rendering such decisions, Engineer shall be fair and not show partiality to Owner or Contractor and shall not be liable in connection with any decision rendered in good faith in such capacity.
15. *Applications for Payment:* Based on Engineer's observations as an experienced and qualified design professional and on review of Applications for Payment and accompanying supporting documentation:
 - a. Determine the amounts that Engineer recommends Contractor be paid. Such recommendations of payment will be in writing and will constitute Engineer's representation to Owner, based on such observations and review, that, to the best of Engineer's knowledge, information and belief, Contractor's Work has progressed to the point indicated, the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents, and to any other qualifications stated in the recommendation), and the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe Contractor's Work. In the case of unit price work, Engineer's recommendations of payment will include final determinations of quantities and classifications of Contractor's Work (subject to any subsequent adjustments allowed by the Contract Documents).
 - b. By recommending any payment, Engineer shall not thereby be deemed to have represented that observations made by Engineer to check the quality or quantity of Contractor's Work as it is performed and furnished have been exhaustive, extended to every aspect of Contractor's Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in this Agreement and the Contract Documents. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment including final payment will impose on Engineer responsibility to supervise, direct, or control Contractor's Work in progress or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or Contractor's compliance with Laws and Regulations applicable to Contractor's furnishing and performing the Work. It will also not impose responsibility on Engineer to make any examination to ascertain how or for

what purposes Contractor has used the moneys paid on account of the Contract Price, or to determine that title to any portion of the Work in progress, materials, or equipment has passed to Owner free and clear of any liens, claims, security interests, or encumbrances, or that there may not be other matters at issue between Owner and Contractor that might affect the amount that should be paid.

16. *Contractor's Completion Documents:* Receive, review, and transmit to Owner maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance required by the Contract Documents, certificates of inspection, tests and approvals, Shop Drawings, Samples and other data approved as provided under Paragraph A1.01.A.11, and transmit the annotated record documents which are to be assembled by Contractor in accordance with the Contract Documents to obtain final payment. The extent of such review by Engineer will be limited as provided in Paragraph A1.01.A.11.

17. *Final Notice of Acceptability of the Work:* Conduct a final visit to the Project to determine if the completed Work of Contractor is acceptable so that Engineer may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, Engineer shall also provide a notice that the Work is acceptable (subject to the provisions of Paragraph A1.01.A.15.b) to the best of Engineer's knowledge, information, and belief and based on the extent of the services provided by Engineer under this Agreement.

B. *Duration of Construction Phase:* The Construction Phase will commence with the execution of the first Construction Contract for the Project or any part thereof and will terminate upon written recommendation by Engineer for final payment to Contractors. Subject to the provisions of Article 3, Engineer shall be entitled to an equitable increase in compensation if Construction Phase services are required after the original date for completion and readiness for final payment of Contractor as set forth in the Construction Contract.

C. *Limitation of Responsibilities:* Engineer shall not be responsible for the acts or omissions of any Contractor, Subcontractor or Supplier, or other individuals or entities performing or furnishing any of the Work, for safety or security at the Site, or for safety precautions and programs incident to Contractor's Work, during the Construction Phase or otherwise. Engineer shall not be responsible for the failure of any Contractor to perform or furnish the Work in accordance with the Contract Documents.

PART 2 – ADDITIONAL SERVICES

A2.01 Additional Services Requiring Owner's Written Authorization

A. If authorized in writing by Owner, Engineer shall furnish or obtain from others Additional Services of the types listed below.

1. Preparation of applications and supporting documents (in addition to those furnished under Basic Services) for private or governmental grants, loans, or advances in connection with the Project; preparation or review of environmental assessments and impact statements; review and evaluation of the effects on the design requirements for the Project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Project.
2. Services to make measured drawings of or to investigate existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by Owner or others.
3. Services resulting from significant changes in the scope, extent, or character of the portions of the Project designed or specified by Engineer or its design requirements including, but not limited to, changes in size, complexity, Owner's schedule, character of construction, or method of financing; and revising previously accepted studies, reports, Drawings, Specifications, or Contract Documents when such revisions are required by changes in Laws and Regulations enacted subsequent to the Effective Date or are due to any other causes beyond Engineer's control.
4. Services required as a result of Owner's providing incomplete or incorrect Project information to Engineer.
5. Providing renderings or models for Owner's use.
6. Undertaking investigations and studies including, but not limited to, detailed consideration of operations, maintenance, and overhead expenses; the preparation of financial feasibility and cash flow studies, rate schedules, and appraisals; assistance in obtaining financing for the Project; evaluating processes available for licensing, and assisting Owner in obtaining process licensing; detailed quantity surveys of materials, equipment, and labor; and audits or inventories required in connection with construction performed by Owner.
7. Furnishing services of Consultants for other than Basic Services.
8. Services during out-of-town travel required of Engineer other than for visits to the Site or Owner's office.
9. Preparing for, coordinating with, participating in and responding to structured independent review processes, including, but not limited to, construction management, cost estimating, project peer review, value engineering, and constructability review requested by Owner; and performing or furnishing services required to revise studies, reports, Drawings, Specifications, or other Bidding Documents as a result of such review processes.
10. Preparing additional Bidding Documents or Contract Documents for alternate bids or prices requested by Owner for the Work or a portion thereof.

11. Providing Construction Phase services beyond the original date for completion and readiness for final payment of Contractor.
12. Providing assistance in responding to the presence of any Constituent of Concern at the Site, in compliance with current Laws and Regulations.
13. Preparation of operation and maintenance manuals.
14. Preparing to serve or serving as a consultant or witness for Owner in any litigation, arbitration, or other dispute resolution process related to the Project.
15. Providing more extensive services required to enable Engineer to issue notices or certifications requested by Owner.
16. Assistance in connection with the adjusting of Project equipment and systems.
17. Assistance to Owner in training Owner's staff to operate and maintain Project equipment and systems.
18. Assistance to Owner in developing procedures for (a) control of the operation and maintenance of Project equipment and systems, and (b) related record-keeping.
19. Other services performed or furnished by Engineer not otherwise provided for in this Agreement.

A2.02 Additional Services Not Requiring Owner's Written Authorization

- A. Engineer shall advise Owner in advance that Engineer will immediately commence to perform or furnish the Additional Services of the types listed below. For such Additional Services, Engineer need not request or obtain specific advance written authorization from Owner. Engineer shall cease performing or furnishing such Additional Services upon receipt of written notice from Owner.
 1. Services in connection with work change directives and change orders to reflect changes requested by Owner.
 2. Services in making revisions to Drawings and Specifications occasioned by the acceptance of substitute materials or equipment other than "or-equal" items; services after the award of the Construction Contract in evaluating and determining the acceptability of a proposed "or equal" or substitution which is found to be inappropriate for the Project; evaluation and determination of an excessive number of proposed "or equals" or substitutions, whether proposed before or after award of the Construction Contract.
 3. Services resulting from significant delays, changes, or price increases occurring as a direct or indirect result of materials, equipment, or energy shortages.

4. Additional or extended services during construction made necessary by (1) emergencies or acts of God endangering the Work (advance notice not required), (2) the presence at the Site of any Constituent of Concern or items of historical or cultural significance, (3) Work damaged by fire or other cause during construction, (4) a significant amount of defective, neglected, or delayed work by Contractor, (5) acceleration of the progress schedule involving services beyond normal working hours, or (6) default by Contractor.
5. Services (other than Basic Services during the Post-Construction Phase) in connection with any partial utilization of any part of the Work by Owner prior to Substantial Completion.
6. Evaluating an unreasonable claim or an excessive number of claims submitted by Contractor or others in connection with the Work.
7. Services during the Construction Phase rendered after the original date for completion of the Work referred to in A1.01.B.
8. Reviewing a Shop Drawing more than three times, as a result of repeated inadequate submissions by Contractor.

While at the Site, compliance by Engineer and its staff with those terms of Owner's or Contractor's safety program provided to Engineer subsequent to the Effective Date that exceed those normally required of engineering personnel by federal, state, or local safety authorities for similar construction sites.

Payments to Engineer for Services and Reimbursable Expenses
COMPENSATION PACKET BC-4: Basic Services – Direct Labor Costs Times a Factor

The Agreement is supplemented to include the following agreement of the parties:

B1.01 Compensation for Basic Services (other than Resident Project Representative) – Direct Labor Costs Times a Factor Method of Payment

A. Owner shall pay Engineer for Basic Services set forth in Exhibit A, except for services of Engineer's Resident Project Representative, if any, as follows:

1. An amount equal to Engineer's Direct Labor Costs times a factor for the services of Engineer's personnel engaged on the Project, plus Reimbursable Expenses, estimated to be \$ 1,500.00, and Engineer's Consultant charges, if any, estimated to be \$ N/A.
2. The total compensation for services under Paragraph B1.01 shall not exceed \$33,200.00 unless agreed upon by both parties in writing.
3. The total estimated compensation for Engineer's services incorporates all labor, overhead, profit, Reimbursable Expenses, and Engineer's Consultant charges.
4. The portion of the amounts billed for Engineer's services which are related to services rendered on a Direct Labor Costs times a Factor basis will be billed based on the applicable Direct Labor Costs for the cumulative hours charged to the Project by Engineer's principals and employees multiplied by the above-designated factor, plus Reimbursable Expenses and Engineer's Consultant charges incurred during the billing period.
5. Direct Labor Costs means salaries and wages paid to employees but does not include payroll-related costs or benefits.
6. The Direct Labor Costs and the factor applied to Direct Labor Costs will be adjusted annually (as of January 1, 2015) to reflect equitable changes to the compensation payable to Engineer.

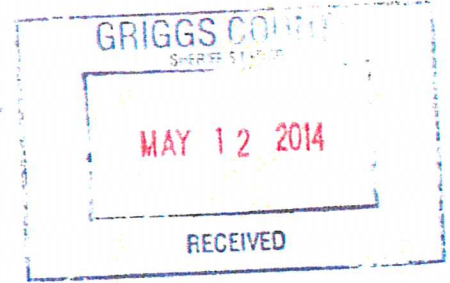
B1.02 Compensation for Reimbursable Expenses

A. The amounts payable to Engineer for Reimbursable Expenses will be the Project-related internal expenses actually incurred or allocated by Engineer, plus all invoiced external Reimbursable Expenses allocable to the Project, the latter multiplied by a factor of 1.0.

B1.03 *Other Provisions Concerning Payment*

A. *Estimated Compensation Amounts:*

1. Engineer's estimate of the amounts that will become payable for specified services are only estimates for planning purposes, are not binding on the parties, and are not the minimum or maximum amounts payable to Engineer under the Agreement.
2. When estimated compensation amounts have been stated herein and it subsequently becomes apparent to Engineer that the total compensation amount thus estimated will be exceeded, Engineer shall give Owner written notice thereof, allowing Owner to consider its options, including suspension or termination of Engineer's services for Owner's convenience. Upon notice, Owner and Engineer promptly shall review the matter of services remaining to be performed and compensation for such services. Owner shall either exercise its right to suspend or terminate Engineer's services for Owner's convenience, agree to such compensation exceeding said estimated amount, or agree to a reduction in the remaining services to be rendered by Engineer, so that total compensation for such services will not exceed said estimated amount when such services are completed. If Owner decides not to suspend Engineer's services during negotiations and Engineer exceeds the estimated amount before Owner and Engineer have agreed to an increase in the compensation due Engineer or a reduction in the remaining services, then Engineer shall be paid for all services rendered hereunder.
3. To the extent necessary to verify Engineer's charges and upon Owner's timely request, Engineer shall make copies of such records available to Owner at cost.



May 12, 2014

File # CC00930-51

Sheriff Robert Cook
Griggs County Sheriff's Department
901 Burrel Avenue
Cooperstown, ND 58425

Dear Sheriff Cook,

Thank you for your call today.

Effective with the rent due for the month of June 2014, and thereafter until further modified or the lease is terminated, the rate will be \$1650 per month. I realize this amount is substantially more than your current \$100 but that amount was small because you paid for the improvements. It was my understanding that you had expected to only need the premises through the first week of May therefore I did not charge the increased rent for that month.

If you have any questions, let me know.

Sincerely,

Ross H. Wegener
Vice President



Gmail - Send, Receive, Organize, Search

Fwd: Griggs County EOC Extension Request

Robert Hook <robert.hook@griggscountynd.gov>
To: Cindy Anton <Cindy.Anton@griggscountynd.gov>

Tue, May 13, 2014 at 12:28 PM

Hi Cindy, Please forward this email to the Commission

Bob

—— Forwarded message ——

From: LaCombe, Debbie K. <dlacombe@nd.gov>
Date: Fri, May 9, 2014 at 12:43 PM
Subject: Griggs County EOC Extension Request
To: "Hook, Robert S." <robert.hook@griggscountynd.gov>
Cc: "Wilz, Greg M." <gwilz@nd.gov>, "Hilfer, Karen" <khilfer@nd.gov>, "Leingang, Timothy W." <twleinga@nd.gov>, "Rice, G. Dave" <drice@nd.gov>

Bob:

We received approval today from FEMA on the extension request by the Griggs County Commission on the EOC project. The new end date is now September 30, 2015. I will send a letter to the Griggs County Commission next week on this.

Debbie LaCombe

Grants and Training Chief

ND Department of Emergency Services

PO Box 5511

Bismarck, ND 58506-5511

(701) 328-8119

dlacombe@nd.gov

Page 49



Griggs County Court House Mail - RE: Updated Schedule of Values - For Architect & Owner Approval

RE: Updated Schedule of Values - For Architect & Owner Approval

Jon J. Steen <JonS@constructionengineers.com>

Wed, May 14, 2014 at 1:01 PM

To: "Jon J. Steen" <JonS@constructionengineers.com>, "Sonya@designbuildservices.com"

<Sonya@designbuildservices.com>, Connie Eslinger <Connie.Eslinger@griggscountynd.gov>

Cc: Cindy Anton <cindy.anton@griggscountynd.gov>, Robert Hook <robert.hook@griggscountynd.gov>

Sonya,

In order to ensure that owner approval is given for the updated SOV I have added signature lines. Once you have approved and signed it can you forward it to the Commissioners and Building Authority for signatures.

Thank you,

Jon Steen

Assistant Project Manager – Construction Engineers

PO Box 13378, Grand Forks, ND 58208-3378

Direct: 701-792-3211 Cell: 701-317-5648

Phone: 701-792-3200 Fax: 701-772-1808

<http://www.constructionengineers.com>

From: Jon J. Steen

Sent: Tuesday, May 13, 2014 9:08 AM

To: Sonya@designbuildservices.com; 'Connie Eslinger'

Cc: 'Cindy Anton'; Robert Hook

Subject: Updated Schedule of Values - For Architect & Owner Approval

Greetings,

As requested an updated Schedule of Values is attached to be reviewed and approved by the Owner and Architect. This revised SOV more accurately reflects the current project costs and will allow a more accurate estimate to complete the project. The individual line items are still considered to be estimated costs to complete the work and CE reserves the right to submit additional revised SOVs to move money within these line items as needed until the work is complete. Please review and approve no later than May 20th in order to allow time for

CE to submit our next pay request.

Thank you,

Jon Steen

Assistant Project Manager – Construction Engineers

PO Box 13378, Grand Forks, ND 58208-3378

Direct: 701-792-3211 Cell: 701-317-5648

Phone: 701-792-3200 Fax 701-772-1808

<http://www.constructionengineers.com>



5-12-2014 Revised SOV - with Signature Lines.pdf.pdf

128K

**Griggs County Courthouse & EOC
5-12-2014 Updated Schedule of Values**

<u>Cost Phase Description</u>	<u>Original SOV</u>	<u>Revised SOV</u>	<u>Difference</u>	<u>Comments</u>
01 Supervision	84,453.06	95,324.86	10,871.80	Due to extended duration
02 Project Management	56,889.39	73,305.79	16,416.40	Due to extended duration
03 Safety Requirements	5,751.92	17,150.00	11,398.08	
04 QC Testing - NTI - S	6,789.47	7,590.00	800.53	
05 Staking - ULTEIG - S	7,150.00	7,150.00	-	
06 Field Office Costs	3,463.05	6,874.00	3,410.95	Job Van (Field Office) - \$480/month
07 Temporary Toilets	4,200.00	6,640.00	2,440.00	
08 Dumpsters	5,600.00	8,400.00	2,800.00	
09 Phones, Power, Fuel	4,750.00	3,500.00	(1,250.00)	
10 Misc Materials & Small Tools	10,481.50	13,000.00	2,518.50	Includes \$10,400 small tool allowance
11 Mobilization	3,208.41	9,500.00	6,291.59	Does not include demob. & mob. costs due to non-payment
12 Equip Maintenance & Rental	18,147.78	70,000.00	51,852.22	
13 Winter Conditions	50,856.09	107,500.00	56,643.91	Cost overrun due to colder than avg. winter/propane cost
14 Final Cleaning	6,068.37	6,068.37	-	Allowance - No bids to date
15 General Cleaning - by CE	6,255.79	12,500.00	6,244.21	
16 Temp Fencing	4,675.97	6,066.74	1,390.77	
17 Earthwork/Utilities - KOTZER	162,535.00	168,992.03	6,457.03	Line items include additional dirtwork done by CE
18 Dewatering & Site Protection	9,647.13	596.45	(9,050.68)	
19 Asphalt Paving - BORDER STATES	23,760.00	35,000.00	11,240.00	Allowance - No bids to date
20 Concrete Pavement - OPP	73,131.00	70,000.00	(3,131.00)	Allowance - No bids for site concrete
21 Bollard Installation	3,955.77	3,955.77	-	
22 Site Signage	800.00	800.00	-	
23 Flagpoles - POLETECH	4,059.95	4,092.50	32.55	Stored on site in the EOC
24 Flagpoles - Installation by CE	2,334.67	2,334.67	-	To be installed once site concrete is started
25 Landscaping - CROIX	12,820.00	11,346.93	(1,473.07)	Contract written - waiting to be fully executed
26 Splashblocks/Trench Drains	10,582.08	6,000.00	(4,582.08)	Quote amount
27 Bldg Concrete - BRUCE's CONT	192,938.00	192,986.18	48.18	
28 Tower Fdn/Housekeeping Pads	2,750.00	4,235.90	1,485.90	
29 Foundation Insulation	4,183.52	4,738.89	555.37	
30 Hollowcore Planks - GAGE BROs	12,000.00	12,000.00	-	
31 Hollowcore Erection	5,711.31	6,510.56	799.25	
32 Masonry - CMS	85,900.00	85,900.00	-	
33 Masonry Reinforcing	-	244.75	244.75	
34 Steel Supplier - INTEGRITY	17,420.21	17,971.45	551.24	
35 Steel Erection	4,780.58	5,100.15	319.57	
36 Rough Carpentry - M	139,761.11	149,453.17	9,692.06	
37 Rough Carpentry - L & Equip	141,295.85	166,006.60	24,710.75	
38 Bldg Insulation - EXPERT INSUL	29,561.00	30,851.00	1,290.00	Extra for spray foam insulation
39 Air Barriers/Misc Insulation	18,356.12	11,060.31	(7,295.81)	
40 Sealants - Sticky Construction	9,840.00	9,700.00	(140.00)	
41 Roofing - A&B IMPROVEMENTS	43,000.00	43,000.00	-	
42 Siding - INNOVATIVE BLDG	102,800.00	102,980.00	180.00	
43 Flashing - Misc	2,000.00	-	(2,000.00)	In Air Barriers/Insulation
44 Frames/Drs/Hdwr - CENTRAL DOO	57,730.46	58,100.00	369.54	Extra for frame & additional work
45 Frames/Drs/Hdwr - Installation	20,042.19	16,000.00	(4,042.19)	
46 OH/Coiling Doors - PS DOORS	12,220.00	12,220.00	-	
47 Alum/Glazing - HOPE GLASS	66,686.00	66,686.00	-	
48 PassThru Wndw - PACIFIC BULLET	2,363.50	2,363.50	-	Installed
49 Arch Woodwork - WOODSIDE	48,791.91	48,841.91	50.00	
50 Arch Woodwork - Installation	34,187.96	20,000.00	(14,187.96)	
51 Operable Partition	4,135.00	4,135.00	-	Stored on site in Courthouse
52 Gyp Wall Assmbl - LS DRYWALL/CE	176,194.15	158,000.00	(18,194.15)	
53 ACT/Flooring - FLAMENT ULMAN	74,095.00	74,095.00	-	
54 Ceramic Tile - BLACKHAWK TILE	29,620.00	29,620.00	-	
55 Concrete Floor Sealer	2,075.63	-	(2,075.63)	In paint bid
56 Paint - DECORATING BY CHARLIE	41,000.00	41,000.00	-	
57 Div 10 Specialties - Materials	14,690.66	10,689.64	(4,001.02)	
58 Div 10 Specialties - Install	7,238.15	3,500.00	(3,738.15)	

	<u>Cost Phase Description</u>	<u>Original SOV</u>	<u>Revised SOV</u>	<u>Difference</u>	<u>Comments</u>
59	Projection Screen - Materials	2,509.14	2,509.14	-	Installed
60	Projection Screen - Install	287.05	161.46	(125.59)	Installed
61	Window Blinds - HAUGUM	3,517.00	3,517.00	-	
62	Inst Owner Items - Allowance	1,200.00	1,200.00	-	
63	Fire Protection - ADVANCED FP	64,000.00	64,000.00	-	
64	Mechanical/Plumbing - AGASSIZ	267,464.00	267,464.00	-	
65	Electrical - BERGSTROM	300,700.00	300,700.00	-	
66	Precon Services - 1% of Costs	26,363.53	26,363.53	-	
67	Contractor Fee - 6.5% of Costs	173,076.55	80,389.54	(92,687.01)	Cost Overages Taken From 6.5% Fee
68	General Liability Insurance	2,187.81	2,700.00	512.19	
69	Builder's Risk Insurance	8,752.96	10,952.96	2,200.00	
70	Building Permit	2,961.09	2,961.09	-	
71	Performance & Payment Bonds	23,016.82	23,016.82	-	
72	Contingency	95,323.32	29,480.32	(65,843.00)	Additional cost of work to be taken from contingency
	CO1 - Accepted Alternates	(17,597.35)	(17,597.35)	-	
	CO2 - Conduit for Fiber Optics	(2,113.43)	(2,113.43)	-	
	CO4 - Relo Condensing Units	(3,253.51)	(3,253.51)	-	
	CO5 - Reroute Ductwork	(2,158.15)	(2,158.15)	-	
	CO 6 - Misc Changes	(4,357.53)	(4,357.53)	-	
73	CO1 - Accepted Alternates	17,597.35	17,597.35	-	
74	CO2 - Conduit for Fiber Optics	2,113.43	2,113.43	-	
75	CO4 - Relo Condensing Units	3,253.51	3,253.51	-	
76	CO5 - Reroute Ductwork	2,158.15	2,158.15	-	
77	CO6 - Fur/Rock MP East Wall	940.45	940.45	-	
78	CO6 - Epoxy Paint @ Garage	490.47	490.47	-	
79	CO6 - Upgrade Paint @ HM	544.96	544.96	-	
80	CO6 - Keyed Switch @ Courtroom	419.68	419.68	-	
81	CO6 - Semi-Gloss @ Masonry	163.49	163.49	-	
82	CO6 - Sheet Membrane @ Tile	1,798.48	1,798.48	-	
200	CCD #1 - Certified Payroll				
	Subtotals	2,957,093.98	2,957,093.98		

Notes: - The individual line item amounts are still considered to be estimated costs to complete the work and CE reserves the right to submit additional revised SOVs to move money within these line items as needed until work is complete.

- There will be additional funds requested for the costs incurred from shutting down the project due to non-payment by the owner.

Updated SOV Approved By:

Kraft Architects Date

Griggs County Commissioners Date

Griggs County Building Authority Date



Griggs County Court House Mail - FW: Griggs - SOV

FW: Griggs - SOV**Ken Kraft** <ken@designbuildservices.com>

Fri, May 16, 2014 at 9:31 AM

To: Jon Steen <JonS@constructionengineers.com>

Cc: Sonya@designbuildservices.com, Ken Kraft <kkraft@utieng.com>, Connie Eslinger <connie.eslinger@griggscountynd.gov>, Cindy Anton <Cindy.Anton@griggscountynd.gov>

Hi Jon,

Please find below our comments so far on the updated SOVs.

Please find enclosed paragraph 2.2 of your lease agreement. We read that to say the GMP shall include the contingency and the CM's fee. The SOV is the total costs of the GMP and should reflect this.

1) CM fee is a percentage of the cost of work per the contract. We do not see where the contract allows the CM or anyone else to make up a different percentage fee, or a lump sum.

2) The contingency was a part of the GMP and should stay a part of it, until it is approved otherwise.

§ 2.2 Guaranteed Maximum Price Proposal and Contract Time

§ 2.2.1 At a time to be mutually agreed upon by the Owner and the Construction Manager and in consultation with the Architect, the Construction Manager shall prepare a Guaranteed Maximum Price proposal for the Owner's review and acceptance. The Guaranteed Maximum Price in the proposal shall be the sum of the Construction Manager's estimate of the Cost of the Work, including contingencies described in Section 2.2.4, and the Construction Manager's Fee.

3) The updated Schedule of Values will be used for the upcoming payment request of April 1 through the end of the month. (May 2 would also be acceptable to KA). Any comments or increases due to the walk-off that occurred in May would be adjusted in May's payment request and an updated SOV.

We have not heard back from the Owners on any comments or concerns they may have.

My email is down this morning. Please copy Ken on all correspondence until I am up and running.

Thank you.

Sonya Kraft, Architect

Kraft Architects, Inc.

1744 Windsor Drive South

Shakopee, MN 55379

Telephone: 952-233-8750

Fax: 952-233-8752

email: Sonya@designbuildservices.com

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SALLY HOLEWA
STATE COURT ADMINISTRATOR

State of North Dakota
OFFICE OF STATE COURT ADMINISTRATOR

SUPREME COURT
Judicial Wing, 1st Floor
600 E Boulevard Ave Dept 180
Bismarck, ND 58505-0530
701: (701) 328-4216
Fax: (701) 328-2092

April 11, 2014

Cindy Anton
Griggs County Auditor
PO Box 511
Cooperstown, ND 58425-0511

RE: Funding Agreement for Clerk of District Court Services

Dear Ms. Anton:

Enclosed is the funding agreement reflecting the option your county selected for providing clerk of district court services. The funding amount reflects the number of FTEs considered necessary to provide clerk services in your county. The FTE determination is based on a recently completed state-wide workload assessment of clerk duties. The assessment used a two-year average of court cases in the county to analyze clerk workload. Funding under the agreement also includes an amount for general clerk operating expenses.

The funding agreement is to be signed by the chair of the Board of Commissioners and then returned to this office for signature. Please ensure that the funding agreement is signed and returned to this office no later than June 1. Doing so will ensure that the funding agreement amount is reflected in the judicial branch's appropriation request to the 2015 Legislative Assembly.

If you have any questions about the funding agreement, please contact me at your earliest convenience.

Sincerely,

A handwritten signature in cursive script, appearing to read "Sally Holewa".

Sally Holewa
State Court Administrator

SH/rb
Enclosure
cc w/o enclosure: County Commission Chair, Griggs County Board of Commissioners

1 FUNDING AGREEMENT
2 FOR
3 CLERK OF DISTRICT COURT SERVICES

4 This AGREEMENT is made between the North Dakota Supreme Court (STATE) and
5 the Board of Commissioners for Griggs (COUNTY).

6 Subject to legislative appropriation, Section 27-05.2-02(6), N.D.C.C., authorizes the
7 STATE to enter into an agreement with a COUNTY to provide funding for the provision of
8 clerk of district court services by the COUNTY. In accordance with Section 27-05.2-02(7),
9 N.D.C.C., the COUNTY has notified the STATE of its election to enter into such an
10 agreement. In consequence of that election and notification, the STATE and COUNTY agree
11 as follows:

12 A. The STATE will provide funding to the COUNTY for the provision of clerk of
13 district court services. For purposes of this agreement, "clerk of district court
14 services" means those duties and services, as provided by statute or rule of the
15 Supreme Court, that directly serve the judicial system and the provision of
16 effective and efficient judicial services to the public.

17 1. Funding under this AGREEMENT for personnel will equal the amount,
18 based on COUNTY compensation levels as of January 1, 2014, necessary
19 for the number of full-time employees or fraction thereof needed to

1 provide clerk of district court services. For purposes of this
2 AGREEMENT, "compensation" includes salary and fringe benefits.

3 2. Based on staffing standards approved by the Supreme Court, the
4 COUNTY requires .48 full-time equivalent employees to provide clerk
5 of district court services.

6 3. The STATE will provide funding for personnel in the amount of \$2,078
7 per month and funding for general clerk operating expenses in the
8 amount of \$208 per month. Total funding under this AGREEMENT is
9 \$2,286 per month. Payments under this AGREEMENT will be made
10 before the seventh day of each month, beginning August 1, 2015, for the
11 preceding month.

12 4. In accordance with Section 27-05.2-02(6), N.D.C.C., funding will be
13 provided under this AGREEMENT to defray the cost of technology-
14 related equipment considered necessary for the delivery of adequate clerk
15 of district court services. For purposes of this AGREEMENT, "funding"
16 consists of reimbursement made to the COUNTY for technology-related
17 equipment costs or provision of equipment by the STATE to the
18 COUNTY. Reimbursement of costs or provision of equipment is
19 governed by Judicial System Administrative Policy 202, which is
20 attached to this AGREEMENT and incorporated by reference.

21 B. The COUNTY will provide clerk of district court services in a manner consistent
22 with standards and procedures established by the Supreme Court.

- 1 1. For purposes of this AGREEMENT, "standards and procedures" consist
2 of :
 - 3 a. Supreme Court procedural rules.
 - 4 b. Supreme Court administrative rules, orders, and policies.
 - 5 c. Clerk of Court Manual procedures.
 - 6 d. Odyssey, if applicable to the COUNTY.
 - 7 e. Trial court administrative policies adopted by the Administrative
8 Council.
- 9 2. The STATE will timely advise the clerk of district court of any changes
10 in standards and procedures governing clerk of district court services.
- 11 3. The STATE will provide periodic training to the clerk of district court to
12 ensure awareness of and proficiency in complying with applicable
13 standards and procedures.
- 14 4. The STATE will reimburse, at state rates, travel and lodging expenses
15 incurred by the clerk of district court when attending training sessions
16 provided by the STATE regarding clerk of district court services,
17 standards, and procedures.

- 1 C. To provide adequate public access to judicial and clerk of district court services,
2 the COUNTY will ensure the office of clerk of district court is open during all
3 normal courthouse hours, unless the clerk and staff are unavoidably absent. In
4 the absence of the clerk of district court, the COUNTY will provide clerk of
5 district court services through alternative personnel.
- 6 D. The COUNTY will provide legal representation for the clerk of district court in
7 any action founded upon any act or omission arising out of the clerk's
8 performance of an official duty.
- 9 E. The clerk of district court and staff providing services under this AGREEMENT
10 are employees of the COUNTY for all purposes.
- 11 F. If the COUNTY fails to fulfill the terms of this AGREEMENT, the STATE will
12 provide for clerk of district court services in the county in any manner it
13 considers appropriate.
- 14 G. The term of this AGREEMENT is from July 1, 2015, through June 30, 2017,
15 subject to available legislative appropriation. This AGREEMENT cannot be
16 terminated before June 30, 2017, except as provided in Section F.

17

1 IN WITNESS HEREOF, the STATE and COUNTY, by and through the State Court
2 Administrator and the Griggs County Board of Commissioners, have executed this
3 AGREEMENT this _____ day of _____, 2014.

4 STATE OF NORTH DAKOTA:

GRIGGS COUNTY, NORTH DAKOTA:

5 _____
6 State Court Administrator
7

Chair
Board of Commissioners

UNIFIED JUDICIAL SYSTEM

Policy 202

September 22, 2004

**TECHNOLOGY RELATED EQUIPMENT FOR PROVIDING
CLERK OF COURT SERVICES IN COUNTIES
CONTRACTING WITH THE STATE**

Definition:

Technology related equipment is covered equipment required to perform the following functions:

- provide information to the public, parties and their lawyers
- provide information to district court judges or referees required for performance of their duties
- provide state judicial offices with data or statistics in a format which requires the use of enhanced technology

Covered Equipment:

The following items constitute technology related equipment:

- personal computers and required software
- printers
- fax machines or modems
- scanners

Procedure:

Prior to procurement of equipment under this policy, approval must be obtained from the state court administrator. Requests should be sent to the unit administrative office which will forward the request to the state court administrator. If approved, the state will provide the equipment through the following options:

1. Provide the needed equipment if available from state judicial equipment. The equipment will be transferred to the county through the state surplus property program. Surplus property fees paid by the county will be reimbursed by the state judicial branch.
2. Authorize reimbursement to the county for the requested equipment. Reimbursement will be made based on receipt of an invoice copy indicating the date the county received the equipment.
3. Purchase the requested equipment and place the equipment in the clerk's office for the clerk's use. Ownership of the equipment purchased in this option will be retained by the state judicial branch.

Technical Support:

Ownership and technical support for equipment received through options 1 or 2 above remains with the county.

Approved by the Supreme Court 09/22/04

GRIGGS COUNTY
 FUND EQUITY
 DECEMBER 31, 2013
 FUND

	BALANCE 12-31-12	REVENUE	EXPENSE	TRANSFERS IN(OUT)	BALANCE 12-31-13
1000 GENERAL	256,723.07	1,464,906.89	1,670,906.63	129,000.00	179,723.33
2110 FEDERAL AID ROADS	476,686.44	330,223.25	133,852.70		673,056.99
2130 COUNTY ROAD	24,084.39	433,514.83	348,507.87		109,091.35
2150 HIGHWAY TAX	356,115.75	643,522.85	425,272.87	(10,000.00)	564,365.73
2153 PERMITS	1,676.00	2,385.00	1,000.00		3,061.00
2155 FLOOD 2004	-				-
2160 COUNTY LOAN	7,782.90	44,195.04	23,562.26	(27,000.00)	1,415.68
2170 R-TAX	11,075.34	2,336.00	-		13,411.34
2180 911/WIRELESS	64,259.12	52,246.66	34,507.81		81,997.97
2190 FLOOD 2005	0.00				0.00
2191 FLOOD-2011	186,664.41		147,235.13		39,429.28
2195 FLOOD 2009	27,829.89		3,775.27		24,054.62
2210 SOCIAL SERVICE	12,662.71	70,580.83	370,251.27	310,000.00	22,992.27
2215 HUMAN SERVICE	75,574.63	296,596.67	22,660.86	(310,000.00)	39,510.44
2220 HUMAN SERVICE II	8,610.51	1,329.05	23.63		9,915.93
2905 COPS GRANT	18,000.00		-	(18,000.00)	-
2910 EMERGENCY	87,582.83	89,115.12	35,454.22	(78,000.00)	63,243.73
2915 DOCUMENT PRESERVATIC	8,715.81	5,226.38			13,942.19
2920 VETERANS SERVICE	2,661.72	9,844.02	9,701.62		2,804.12
2925 COUNTY VICTIM ADV	11,293.96	1,225.00	177.75		12,341.21
2930 OASIS & FOASI	3,522.12	351,043.01	373,022.55	20,000.00	1,542.58
2954 COUNTY SHARE SPECIALS	1,448.74	14,480.37	9,933.86		5,995.25
2960 COUNTY AGENT	32,829.07	69,856.26	59,840.12		42,845.21
2961 COUNTY AGENT SPECIAL	797.76	382.68	377.75		802.69
2962 CHEMICAL HAZARD	2,645.50	500.00			3,145.50
2970 WEED CONTROL	66,579.86	42,617.57	24,639.38		84,558.05
2971 LEAFY SPURGE	1,415.38				1,415.38
2980 REGIONAL CORRECTION	40,423.29	169,124.17	159,658.87	9,000.00	58,888.59
2985 CD TRUST	12,000.00				12,000.00
2991 INSURANCE RESERVE	40,111.00	63,138.59	43,145.89	(25,000.00)	35,103.70
8016 FLOOD CONTROL	3,843.59	889.50			4,733.09
8022 HISTORICAL SOCIETY	15.26	3,707.37	3,695.72		26.91
8024 HEALTH DISTRICT	179.59	38,630.56	38,530.14		280.01
8025 SENIOR CITIZENS	4,442.85	38,939.68	38,540.99		4,841.54
	1,848,253.49	4,240,557.35	3,978,275.16	-	2,110,535.68
2992 TAX 125	343.91	127,326.87	127,616.89		53.89
8001 STATE TAX	55.53	14,787.15	14,743.67		99.01
8002 ADVANCE TAXES	752.92	19,731.40	18,419.41		2,064.91
8004 PREPAID REAL ESTATE	1,496,699.65	1,293,080.51	1,496,699.65		1,293,080.51
8005 PAID UNDER PROTEST	-	6,324.08	4,293.18		2,030.90
8007 MOBILE HOMES	-				-

GRIGGS COUNTY
 FUND EQUITY
 DECEMBER 31, 2013
 FUND

	BALANCE	REVENUE	EXPENSE	TRANSFERS	BALANCE
	12-31-12			IN(OUT)	12-31-13
8009 GARRISON CONSERVANCY	61.11	17,423.96	17,377.34		107.73
8010 STATE FINES & FORFEITS	-				-
8018 CMCIR	1.52	72,011.56	71,507.73		505.35
8013 DISPLACED HOMEMAKER	-	315.00	315.00		-
8014 CMC DISTRICT	305.64	72,817.54	72,584.59		538.59
8015 EMERGENCY MEDICAL	93.31	14,561.26	14,546.86		107.71
8020 COUNTY FAIR	308.24	11,122.70	11,050.44		380.50
8021 SOIL CONSERVATION	64.79	17,354.24	17,305.88		113.15
8023 JDA	210.50	57,971.82	57,751.45		430.87
8029 STATE INDIGENT DEFENSE	-				-
8039 BOOKMOBILE	187.82	65,075.42	64,962.79		300.45
8041 COMMUNITY SERVICE	-				-
8080 CIVIL FILING FEES	-				-
8081 CRIMINAL ADMINISTRATI	0.00				0.00
8082 CLERK OF COURT SPECIAL	0.00				0.00
8083 SUPPLEMENTAL	-				-
8084 BOND FORFEITURES	-				-
8085 GAME & FISH	3,172.00	13,783.00	16,492.00		463.00
8086 CIVIL LEGAL SERVICES	-				-
8088 DISTRICT COURT	13,055.59	(4,293.30)			8,762.29
8089 INDIGENT DEFENCE RECO	-				-
8139 CITY OF COOPERSTOWN	3,238.98	591,495.16	588,309.82		6,424.32
8140 CITY OF HANNAFORD	254.18	21,972.52	22,076.99		149.71
8141 CITY OF BINFORD	271.89	12,925.02	13,141.00		55.91
8201 COOPERSTOWN PARK DIS	421.70	32,541.56	32,374.89		588.37
8202 HANNAFORD PARK DISTR	11.59	1,455.70	1,456.44		10.85
8203 BINFORD PARK DISTRICT	24.38	1,182.45	1,201.68		5.15
8301 GRIGGS COUNTY CENTRA	6,557.16	1,319,271.16	1,312,396.77		13,431.55
8304 BARNES COUNTY NORTH	798.82	49,391.00	50,189.82		-
8306 DAKOTA PRAIRIE	61.76	56,161.05	56,138.98		83.83
8308 FINLEY	-	21,100.71	21,100.71		-
8310 HOPE	-	34,792.44	34,792.44		-
8311 MIDKOTA	1,305.07	506,948.76	507,008.35		1,245.48
8401 BROADVIEW TWP	-	34,268.92	34,245.89		23.03
8402 SVERDRUP TWP	-	45,164.78	45,164.78		-
8403 WASHBURN TWP	2.14	47,179.22	47,148.52		32.84
8404 ROMNESS TWP	-	41,147.58	41,147.58		-
8405 LENORA TWP	10.00	41,682.77	41,692.77		(0.00)
8406 GREENFIELD TWP	118.72	50,242.93	50,263.62		98.03
8407 BALL HILL TWP	93.56	45,679.11	45,709.37		63.30
8408 COOPERSTOWN TWP	238.49	44,083.41	44,135.73		186.17
8409 TYROL TWP	193.44	44,534.39	44,431.65		296.18
8410 PILOT MOUND TWP	69.79	37,918.11	37,946.46		41.44

GRIGGS COUNTY
 FUND EQUITY
 DECEMBER 31, 2013
 FUND

	BALANCE 12-31-12	REVENUE	EXPENSE	TRANSFERS IN(OUT)	BALANCE 12-31-13
8411 BARTLEY TWP	-	44,105.40	43,531.96		573.44
8412 HELENA TWP	7.31	42,247.36	42,196.02		58.65
8413 CLEARFIELD TWP	1.67	37,151.03	37,157.51		(4.81)
8414 ADDIE TWP	214.20	37,930.86	37,969.17		175.89
8415 WILLOW TWP	-	33,159.89	33,127.62		32.27
8416 DOVER TWP	115.80	42,497.74	42,613.54		-
8417 MABEL TWP	112.29	58,671.38	58,777.45		6.22
8418 KINGSLEY TWP	27.66	37,523.08	37,620.56		(69.82)
8419 BRYAN TWP	-	37,745.95	37,745.95		-
8420 ROSENDAL TWP	0.00	34,967.94	34,967.94		-
8501 COOPERSTOWN AMB		2.95	2.95		-
8610 GRIGGS CTY WRD	244.51	74,075.59	73,889.23		430.87
8701 ANETA FIRE	12.47	3,287.08	3,299.55		(0.00)
8702 BINFORE FIRE	53.98	8,047.77	8,044.48		57.27
8703 GLENFIELD FIRE	14.65	4,867.75	4,881.56		0.84
8704 MCVILLE FIRE	0.00	1,932.05	1,925.79		6.26
8705 TOLNA FIRE	15.75	214.92	164.68		65.99
8706 WIMBLEDON FIRE	35.42	2,295.16	2,330.58		-
					-
	1,529,839.91	5,381,255.86	5,577,987.68	-	1,333,108.09
	3,378,093.40	9,621,813.21	9,556,262.84	-	3,443,643.77

GRIGGS COUNTY
 TRANSFERS
 DECEMBER 31, 2013

AMOUNT	TRANSFER IN	TRANSFER OUT	PURPOSE
310,000.00	SOCIAL SERVICE	HUMAN SERVICE	TAX LEVY FOR OPERATIONS
27,000.00	GENERAL	COUNTY LOAN	MATCH FOR EOC
78,000.00	GENERAL	EMERGENCY	MATCH FOR EOC
25,000.00	GENERAL	INSURANCE RESERVE	MATCH FOR EOC
10,000.00	OASIS & FOASI	GENERAL	FICA COST IN EXCESS OF LEVY
10,000.00	OASIS & FOASI	HIGHWAY DISTRIBUTION	
9,000.00	GENERAL	COPS GRANT	DISTRIBUTE BALANCE OF FUND
9,000.00	REG CORRECTIONS	COPS GRANT	

GRIGGS COUNTY
COURTHOUSE
DECEMBER 31, 2013

34.45% 65.55%

	EOC	BUILDING AUTHORITY	TOTAL	BLDG AUTH 2013	2013	BLDG AUTH 2014
DES GRANT BND LOAN		2,262,057.42	2,262,057.42	2,262,057.42		
COUNTY SUPPORT BRIDGE FINANCING INTEREST INCOME		684.93	684.93	684.93		
TOTAL	-	2,262,742.35	2,262,742.35	2,262,742.35	-	-
PUBLIC FINANCIAL MGMT MOODYS ARNTSON STEWART		21,900.00 11,000.00 14,744.49	21,900.00 11,000.00 14,744.49		21,900.00 11,000.00 14,744.49	
KRAFT ARCHITECHT ADVANCED ENGINEERING NORTHERN TECHNOLOGY	72,505.44 1,515.80 1,481.35	137,960.27 2,884.20 2,818.65	210,465.71 4,400.00 4,300.00		210,465.71 4,400.00 4,300.00	-
TJS ELECTRONICS CONSTRUCTION ENG JAMESTOWN COMMUNICATION	332,807.03	42,010.00 633,251.12 2,297.00	42,010.00 966,058.15 2,297.00	552,659.00	42,010.00 413,399.15 2,297.00	
ERNST TRENCHING HANSON ELECTRIC JML CONSTRUCTION	4,492.80	8,548.70 1,404.63 3,500.00	13,041.50 1,404.63 3,500.00		13,041.50 1,404.63 3,500.00	
ENTERPRISE SALES GRIGGS COUNTY USIMAGING	-	2,900.00 34.78 20,309.44	2,900.00 34.78 20,309.44	20,309.44	2,900.00 34.78 -	
INDIGO SIGNWORKS ELECTRO WATCHMAN MICHAEL BURNS	2,580.31	- - 4,909.70	- - 7,490.01		- - 7,490.01	
CONNIE ESLINGER MILLER FRESH FOODS ROBERT HOOK	6,614.40	903.74 414.30 12,585.60	903.74 414.30 19,200.00	500.00 1,600.00	403.74 414.30 17,600.00	
MARINA SPAHR MICHAEL CREVIER CITY OF COOPERSTOWN	1,047.62	910.00 1,610.00 1,993.38	910.00 1,610.00 3,041.00		910.00 1,610.00 3,041.00	
BANK OF ND- FEES INTEREST OTHER		1,356.06 25,461.25 1,150.84	1,356.06 25,461.25 1,150.84		1,356.06 25,461.25 1,150.84	
TOTAL	423,044.75	956,858.15	1,379,902.90	575,068.44	804,834.46	-
EXCESS REVENUE(EXPENSE)	(423,044.75)	1,305,884.20	882,839.45	1,687,673.91	(804,834.46)	-

GRIGGS COUNTY
COURTHOUSE
DECEMBER 31, 2013

34.45% 65.55%

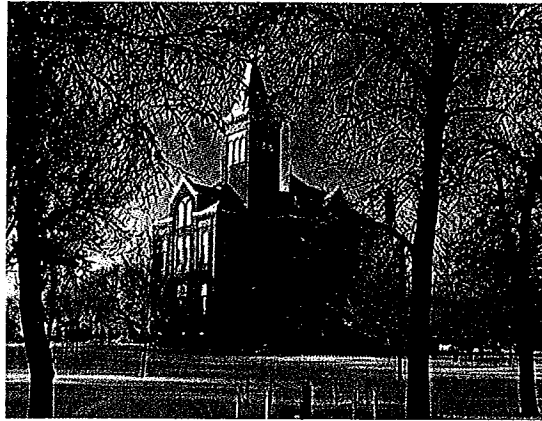
	EOC	BUILDING AUTHORITY	TOTAL	BLDG AUTH 2013	2013	2014
DES GRANT BND LOAN		2,262,057.42	2,262,057.42	2,262,057.42		
COUNTY SUPPORT BRIDGE FINANCING INTEREST INCOME		684.93	684.93	684.93		
TOTAL	-	2,262,742.35	2,262,742.35	2,262,742.35	-	-
PUBLIC FINANCIAL MGMT MOODYS ARNTSON STEWART		21,900.00 11,000.00 14,744.49	21,900.00 11,000.00 14,744.49		21,900.00 11,000.00 14,744.49	
KRAFT ARCHITECHT ADVANCED ENGINEERING NORTHERN TECHNOLOGY	133,319.77 1,515.80 1,481.35	92,645.94 2,884.20 2,818.65	225,965.71 4,400.00 4,300.00		210,465.71 4,400.00 4,300.00	15,500.00
TJS ELECTRONICS CONSTRUCTION ENG JAMESTOWN COMMUNICATION	856,809.40	47,425.00 1,630,300.61 2,297.00	47,425.00 2,487,110.01 2,297.00	552,659.00	42,010.00 413,399.15 2,297.00	5,415.00 1,521,051.86
ERNST TRENCHING HANSON ELECTRIC JML CONSTRUCTION	4,492.80	8,548.70 1,404.63 3,500.00	13,041.50 1,404.63 3,500.00		13,041.50 1,404.63 3,500.00	
ENTERPRISE SALES GRIGGS COUNTY USIMAGING		2,900.00 34.78 20,309.44	2,900.00 34.78 20,309.44		2,900.00 34.78 -	
INDIGO SIGNWORKS ELECTRO WATCHMAN MICHAEL BURNS	2,580.31	6,330.42 1,838.55 4,909.70	6,330.42 1,838.55 7,490.01		- - 7,490.01	6,330.42 1,838.55
CONNIE ESLINGER MILLER FRESH FOODS ROBERT HOOK	8,474.70	2,153.74 414.30 16,125.30	2,153.74 414.30 24,600.00	500.00 1,600.00	403.74 414.30 17,600.00	1,250.00 5,400.00
MARINA SPAHR MICHAEL CREVIER CITY OF COÓPERSTOWN	2,588.31	910.00 1,610.00 4,924.94	910.00 1,610.00 7,513.25		910.00 1,610.00 3,041.00	4,472.25
BANK OF ND- FEES INTEREST OTHER		1,356.06 25,461.25 1,160.84	1,356.06 25,461.25 1,160.84		1,356.06 25,461.25 1,150.84	10.00
TOTAL	1,011,262.44	1,929,908.54	2,941,170.98	575,068.44	804,834.46	1,561,268.08
EXCESS REVENUE(EXPENSE)	(1,011,262.44)	332,833.81	(678,428.63)	1,687,673.91	(804,834.46)	(1,561,268.08)

GRIGGS COUNTY COOPERSTOWN, NORTH DAKOTA

County Commissioners

John Wakefield 1st Dist.
Shawn Steffen 2nd Dist.
Ron Dahl 3rd Dist.
Troy Olson 4th Dist.
Dale Pedersen 5th Dist.

Griggs County Courier
Official Newspaper



County Officers

Cynthia M. Anton Auditor
Connie Eslinger Treasurer
Kelly Vincent
Recorder & Clerk of Court
Jayme Tenneson State's Attorney
Robert Hook Sheriff
Wayne Oien Road Supt.
Rick Cushman Coroner
Dennis Kubischta
Veterans Service Officer
Barbara Anderson Tax Director
Robert Hook DES Coordinator

May 16, 2014

Bryon Fuchs
North Dakota Department of Transportation
608 East Boulevard Avenue
Bismarck, North Dakota 58505-0700

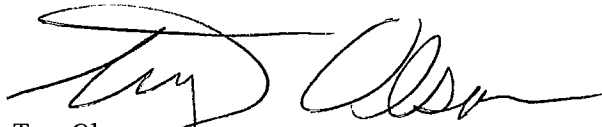
HB 1358 FUNDING REIMBURSEMENT REQUEST PROJECT CNOA-2003(058)

Griggs County is requesting reimbursement on the above referenced project. Griggs County is requesting \$15,354.00, which is 90% of the total cost (\$17,060.00) we have spent on this project from April 4, 2014 to May 16, 2014.

Preliminary engineering cost:	<u>\$15,354.00</u>
Right of way cost:	<u>\$0.00</u>
Utility relocation cost:	<u>\$0.00</u>
Construction engineering cost:	<u>\$0.00</u>
Construction:	<u>\$0.00</u>
Total Cost (from April 4, 2014 to May 16, 2014):	<u>\$15,354.00</u>

Attached you will find the appropriate documents for your review.

If there are any questions call me at 701-797-2922 or Cindy Anton, Auditor, at 701-797-3117.


Troy Olson
Chairperson, Griggs County Commission

County Labor

Employee Name or Number	Date	Job Description	Hours	Hourly Rate	Total Cost	State Funds (90%)	Local Funds (10%)
					\$0.00	\$0.00	\$0.00
					\$0.00	\$0.00	\$0.00
					\$0.00	\$0.00	\$0.00
					\$0.00	\$0.00	\$0.00
Sub-Total					\$0.00	\$0.00	\$0.00

County Equipment

Equipment	Date	Job Description	Miles/Hours	Rate/Unit	Total Cost	State Funds (90%)	Local Funds (10%)
					\$0.00	\$0.00	\$0.00
					\$0.00	\$0.00	\$0.00
					\$0.00	\$0.00	\$0.00
					\$0.00	\$0.00	\$0.00
Sub-Total					\$0.00	\$0.00	\$0.00

County Owned Materials

Material	Date	Job Description	Qty	Unit Cost	Total Cost	State Funds (90%)	Local Funds (10%)
					\$0.00	\$0.00	\$0.00
					\$0.00	\$0.00	\$0.00
					\$0.00	\$0.00	\$0.00
					\$0.00	\$0.00	\$0.00
Sub-Total					\$0.00	\$0.00	\$0.00

Contractor/Engineering/Other Invoices

Vendor Name	Date	Invoice #	Unit Cost	# of Units	Total Cost	State Funds (90%)	Local Funds (10%)
KLJ	5/15/2014	10017377	\$17,060.00	1.00	\$17,060.00	\$15,354.00	\$1,706.00
				1.00	\$0.00	\$0.00	\$0.00
				1.00	\$0.00	\$0.00	\$0.00
					\$0.00	\$0.00	\$0.00
Sub-Total					\$17,060.00	\$15,354.00	\$1,706.00
Total					\$17,060.00	\$15,354.00	\$1,706.00



Invoice

Invoice Number: 10017377

Invoice Date: 05/15/2014

Invoice Terms: NET 30

To: GRIGGS COUNTY AUDITOR
PO BOX 511
COOPERSTOWN, ND US 58425-7315

Please Remit To
Kadmas, Lee & Jackson, Inc
PO Box 4130
Bismarck, ND 58502
Phone: 701.355.8400

Attention: Cindy Anton
Project: 9313105
Manager: KRAUSE, JENNIFER
Professional Services for the Period Ending 05/03/2014

Griggs County Sutton Rd Overlay County
Highway 3 from ND Hwy 200 South 8.5 Griggs
County, ND

Task: 2

Contract Amount: \$85,300.00
Previous Billing: \$63,975.00
Current Billing: \$17,060.00
Contract Amount Remaining: \$4,265.00

Design Engineering: \$17,060.00

Billing Total: \$17,060.00

Current Invoice Amount

\$17,060.00

Notice of Award

Date: May 16, 2014

Project: CNOA-2003(058)

Owner: Griggs County, ND

Owner's Contract No.: N/A

Contract: General Construction

Engineer's Project No.: 9313105

Bidder: Mayo Construction Company, Inc.

Bidder's Address: PO Box 130, Cavalier, ND 58220

You are notified that your Bid dated May 2, 2014 for the above Contract has been considered. You are the Successful Bidder and are awarded a Contract for General Construction of CNOA-2003(058).

The Contract Price of your Contract is one million six hundred seventy seven thousand three hundred thirty three and 41/100 Dollars (\$1,677,333.41).

3 copies of the proposed Contract Documents (except Drawings) accompany this Notice of Award.

0 sets of the Drawings will be delivered separately or otherwise made available to you immediately.

You must comply with the following conditions precedent within [10] days of the date you receive this Notice of Award.

1. Deliver to the Owner Two (2) fully executed counterparts of the Contract Documents.
2. Deliver with the executed Contract Documents the Contract security [Bonds] as specified in the Instructions to Bidders (Article 20), General Conditions (Paragraph 5.01), and Supplementary Conditions (Paragraph SC-5.01).
3. Other conditions precedent:

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

Within ten days after you comply with the above conditions, Owner will return to you one fully executed counterpart of the Contract Documents.

Griggs, ND

Owner

By: _____

Authorized Signature

Commission Chair

Title

Copy to Engineer

**SHORT FORM OF AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR
PROFESSIONAL SERVICES**

THIS IS AN AGREEMENT effective as of **May 2, 2014** (“Effective Date”) between **Griggs County** (“Owner”) whose address is 808 Rollins Avenue; Cooperstown, ND 58425 and Kadrmas, Lee & Jackson, Inc., **Valley City** (“Engineer”) whose address is 1010 4th Ave SW; Valley City, ND 58072. The Engineer agrees to provide the services described below to Owner for **SC-2000(014) – Chip Seal Coat and Incidentals on County Highway 2 from ND Highway 1 West 2.5 Miles and County Highway 8 from ND Highway 1 West 8 Miles** (“Project”). The services Engineer shall provide, or cause to be provided, are further defined in attached Exhibit A – Engineer’s Services and are generally described as follows: **Construction Engineering for approximately 10.5 miles of Chip Seal Coat and Incidentals**. Owner shall provide, or cause to be provided, the payment for these services as set forth in attached Exhibit B – Payment for Services.

Owner and Engineer further agree as follows:

1.01 Basic Agreement

- A. Engineer shall provide, or cause to be provided, the services set forth in this Agreement, and Owner shall pay Engineer for such Services as set forth in Paragraph 10.01.

2.01 Payment Procedures

- A. *Preparation of Invoices.* Engineer will prepare a monthly invoice in accordance with Engineer’s standard invoicing practices and submit the invoice to Owner.
- B. *Payment of Invoices.* Invoices are due and payable within 30 days of receipt. If Owner fails to make any payment due Engineer for services and expenses within 30 days after receipt of Engineer’s invoice, the amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day. In addition, Engineer may, without liability, after giving seven days written notice to Owner, suspend services under this Agreement until Engineer has been paid in full all amounts due for services, expenses, and other related charges. Payments will be credited first to interest and then to principal

3.01 Additional Services

- A. If authorized by Owner, or if required because of changes in the Project, Engineer shall furnish services in addition to those set forth above.
- B. Owner shall pay Engineer for such additional services as follows: For additional services of Engineer's employees engaged directly on the Project an amount equal to the cumulative hours charged to the Project by each class of Engineer's employees times standard hourly rates for each applicable billing class; plus reimbursable expenses and Engineer's consultants' charges, if any.

4.01 Termination

- A. The obligation to provide further services under this Agreement may be terminated
 - 1. For cause,
 - a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the Agreement's terms through no fault of the terminating party.
 - b. By Engineer:
 - 1) Upon seven days written notice if Engineer believes that Engineer is being requested by Owner to furnish or perform services contrary to Engineer's responsibilities as a provider of professional services; or
 - 2) Upon seven days written notice if the Engineer's services for the Project are delayed or suspended for more than 90 days for reasons beyond Engineer's control.
 - 3) Engineer shall have no liability to Owner on account of such termination.
 - c. Notwithstanding the foregoing, this Agreement will not terminate as a result of a substantial failure under paragraph 4.01.A.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its failure and proceeds diligently to cure such failure within no more than 30 days of receipt of notice; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.
 - 2. For convenience,
 - a. By Owner effective upon Engineer's receipt of notice from Owner.
- B. The terminating party under paragraphs 4.01.A.1 or 4.01.A.2 may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to demobilize personnel and equipment from the Project site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.

5.01 Controlling Law

- A. This Agreement is to be governed by the law of the state in which the Project is located.

6.01 Successors, Assigns, and Beneficiaries

- A. Owner and Engineer each is hereby bound and the partners, successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by paragraph 6.01.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
- B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

7.01 General Considerations

- A. The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with Engineer's services. Engineer and its engineers may use or rely upon the design services of others, including, but not limited to, contractors, manufacturers, and suppliers.
- B. Engineer shall not at any time supervise, direct, or have control over any contractor's work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, for safety precautions and programs incident to a contractor's work progress, nor for any failure of any contractor to comply with laws and regulations applicable to contractor's work.
- C. Engineer neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform its work in accordance with the contract between Owner and such contractor.
- D. Engineer shall not be responsible for the acts or omissions of any contractor, subcontractor, or supplier, or of any contractor's agents or employees or any other persons (except Engineer's own employees) at the Project site or otherwise furnishing or performing any of construction work; or for any decision made on interpretations or clarifications of the construction contract given by Owner without consultation and advice of Engineer.
- E. ~~The general conditions for any construction contract documents prepared hereunder are to be the "Standard General Conditions of the Construction Contract as prepared by the Engineers Joint Contract Documents Committee (No. C 700, 2007 Edition).~~
- F. All project documents prepared or furnished by Engineer are instruments of service, and Engineer retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed.
- G. To the fullest extent permitted by law, Owner and Engineer agree that Engineer's total liability to Owner under this Agreement shall be limited to \$50,000 or the total amount of compensation received by Engineer, whichever is greater.

- H. The parties acknowledge that Engineer's scope of services does not include any services related to a Hazardous Environmental Condition (the presence of asbestos, PCBs, petroleum, hazardous substances or waste, and radioactive materials). If Engineer or any other party encounters a Hazardous Environmental Condition, Engineer may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until Owner: (i) retains appropriate specialist engineers or contractors to identify and, as appropriate, abate, remediate, or remove the Hazardous Environmental Condition; and (ii) warrants that the Site is in full compliance with applicable Laws and Regulations.

8.01 KL&J Additions to EJCDC E-520

- A. The Owner and Engineer each agree to assume its own liability for claims of any nature including all costs, expenses and reasonable attorney's fees, which may in any manner result from or arise out of this agreement. Neither the Owner nor the Engineer shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence.
- B. The Owner shall not reuse or make any modification to the project documents without Engineer's prior written authorization. The Owner agrees, to the fullest extent permitted by law, to indemnify and hold harmless Engineer's officers, directors, employees and sub-engineers (collectively) against any damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising from or allegedly arising from or in any way connected with the unauthorized reuse or modification of the project documents by the Owner or any person or entity that acquires or obtains the project documents from or through the Owner without Engineer's written authorization.
- C. In the event of a dispute arising out of or relating to the agreement or the services to be rendered hereunder, both parties hereby agree to (1) attempt to resolve such disputes through direct negotiations between the appropriate representatives of each party, (2) if such negotiations are not fully successful, the parties agree to attempt to resolve any remaining dispute by formal nonbinding mediation conducted in accordance with rules and procedures to be agreed upon by both parties, and (3) if the dispute or any issues remain unresolved after the first two steps, either party may seek to have the dispute resolved by a court of competent jurisdiction.
- D. Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither the Owner nor the Engineer, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected in any way to the Project or to this Agreement. This mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation or any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict or implied warranty. Both the Owner and the Engineer shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in this project.
- E. With the execution of this Agreement, Engineer and Owner shall designate specific individuals to act as Engineer's and Owner's representatives with respect to the services to be performed or furnished by Engineer and responsibilities of Owner under this Agreement. Such an individual shall have authority to transmit instructions, receive information, and render decisions relative to the Project on behalf of the respective party whom the individual represents. Each Party may change its designated individual(s) at any time by written notice to the other Party.

9.01 Total Agreement

- A. This Agreement (together with any expressly incorporated exhibits and appendices), constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

10.01 Payment and Schedules

- A. Using the procedures set forth in Paragraph 2.01, Owner shall pay Engineer as follows:
 - 1. In accordance with Exhibit B – Payment of Services.
- B. The Engineer's compensation is conditioned on the time to complete the services by May 1, 2015. Should the time to complete services be extended beyond this period, total compensation to Engineer may be appropriately adjusted. Engineer is authorized to begin rendering services as of the Effective Date.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

OWNER: Griggs County
By: Troy Olson
(signature)
By: Troy Olson
(printed or typed name)
Title: Chairman

Date Signed: 5-2-14

Witnessed By: Cynthia M. Anton
(signature)

Witnessed By: Cynthia M. Anton
(printed or typed name)

Title: Auditor

Address for giving notices:
808 Rollins Avenue
PO Box 511
Cooperstown, ND 58425

Designated Representative:
Attn: Wayne Oien

Title: Highway Superintendent

Phone Number: 701-797-3420

Facsimile Number: _____

E-Mail Address: wayne.oien@griggscounty
nd.gov

ENGINEER: Kadmas, Lee & Jackson, Inc.
By: Mark Anderson
(signature)
By: Mark Anderson
(printed or typed name)
Title: Surface Transportation PAL

Date Signed: 4-10-2014

Witnessed By: Erika Lorenz
(signature)

Witnessed By: ERIKA LORENZ
(printed or typed name)

Title: EXEC. COORD.

Address for giving notices:
1010 4th Ave SW
PO Box 937
Valley City, ND 58072

Designated Representative:
Attn: Shawn Mayfield

Title: Project Engineer

Phone Number: 701-845-9445

Facsimile Number: 701-845-0252

E-Mail Address: shawn.mayfield@kjleng.com

This is **EXHIBIT A**, consisting of 8 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated May 2, 2014.

Engineer's Services

The Agreement is supplemented to include the following agreement of the parties.

Engineer shall provide Basic and Additional Services as set forth below.

PART 1 – BASIC SERVICES

A1.01 Construction Phase

- A. Upon successful completion of the Bidding and Negotiating Phase, and upon written authorization from Owner, Engineer shall:
1. *General Administration of Construction Contract:* Consult with Owner and act as Owner's representative as provided in the Construction Contract. The extent and limitations of the duties, responsibilities, and authority of Engineer as assigned in the Construction Contract shall not be modified, except as Engineer may otherwise agree in writing. All of Owner's instructions to Contractor will be issued through Engineer, which shall have authority to act on behalf of Owner in dealings with Contractor to the extent provided in this Agreement and the Construction Contract except as otherwise provided in writing.
 2. *Project Initiation:* This task involves time for the construction staff who were not directly involved with the design to review plans and setup the record keeping system.
 3. *Pre-Construction Conference:* Participate in a Pre-Construction Conference prior to commencement of Work at the Site.
 4. *Progress Meetings:* Coordinate and participate in project progress meetings as required. If meetings are required, participant will include the Contractor, Engineer, Owner, North Dakota Department of Transportation (NDDOT), Subcontractors, Utilities, Local Authorities, and Others.
 5. *Weekly Records:* Contract administration and project documentation will be according to established NDDOT construction procedures, as outlined in the Construction Records Manual and External Civil Rights Manual. Major tasks will include weekly progress meetings (if required), CARS diary entries, weekly progress reports, progressive payment for work complete, pay quantity reports, haul sheets, subcontract tracking, certification tracking, monthly fuel cost adjustment worksheets, payroll review, labor compliance interviews, External Civil Rights monthly EEO reports and minor change orders. Major change orders, including

force accounts that are beyond the scope of the contract will be added by supplemental agreement.

6. *Final Records:* Final records will include verifying all quantities for accuracy, completing all necessary final document forms as listed on the NDDOT Final Checklist, completing record drawings, and packaging and shipping final documents to the District Office.
7. *Visits to Site and Observation of Construction:* In connection with observations of Contractor's Work while it is in progress:
 - a. Make visits to the Site at intervals appropriate to the various stages of construction, as Engineer deems necessary, to observe as an experienced and qualified design professional the progress of Contractor's executed Work. Such visits and observations by Engineer are not intended to be exhaustive or to extend to every aspect of Contractor's Work in progress or to involve detailed inspections of Contractor's Work in progress beyond the responsibilities specifically assigned to Engineer in this Agreement and the Contract Documents, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on Engineer's exercise of professional judgment. Based on information obtained during such visits and observations, Engineer will determine in general if the Work is proceeding in accordance with the Contract Documents, and Engineer shall keep Owner informed of the progress of the Work.
 - b. The purpose of Engineer's visits to the Site will be to enable Engineer to better carry out the duties and responsibilities assigned to and undertaken by Engineer during the Construction Phase, and, in addition, by the exercise of Engineer's efforts as an experienced and qualified design professional, to provide for Owner a greater degree of confidence that the completed Work will conform in general to the Contract Documents and that Contractor has implemented and maintained the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents. Engineer shall not, during such visits or as a result of such observations of Contractor's Work in progress, supervise, direct, or have control over Contractor's Work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by Contractor, for security or safety at the Site, for safety precautions and programs incident to Contractor's Work, nor for any failure of Contractor to comply with Laws and Regulations applicable to Contractor's furnishing and performing the Work. Accordingly, Engineer neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish or perform the Work in accordance with the Contract Documents.

- c. Major items include:
 - 1) Seal Coat
 - 2) Miscellaneous Construction:
 - a) Traffic Control
 - b) Pavement Marking
 - 3) Survey
 - a) Project Staking
- 8. *Defective Work*: Reject Work if, on the basis of Engineer's observations, Engineer believes that such Work (a) is defective under the standards set forth in the Contract Documents, (b) will not produce a completed Project that conforms to the Contract Documents, or (c) will imperil the integrity of the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.
- 9. *Clarifications and Interpretations; Field Orders*: Issue necessary clarifications and interpretations of the Contract Documents as appropriate to the orderly completion of Contractor's work. Such clarifications and interpretations will be consistent with the intent of and reasonably inferable from the Contract Documents. Subject to any limitations in the Contract Documents, Engineer may issue field orders authorizing minor variations in the Work from the requirements of the Contract Documents.
- 10. *Change Orders and Work Change Directives*: Recommend change orders and work change directives to Owner, as appropriate, and prepare change orders and work change directives as required.
- 11. *Shop Drawings and Samples*: Review and approve or take other appropriate action in respect to Shop Drawings and Samples and other data which Contractor is required to submit, but only for conformance with the information given in the Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto. Engineer shall meet any Contractor's submittal schedule that Engineer has accepted.
- 12. *Substitutes and "or-equal"*: Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor, but subject to the provisions of Paragraph A2.02.A.2 of this Exhibit A.
- 13. *Inspections and Tests*: Require such special inspections or tests of Contractor's work as deemed reasonably necessary, and receive and review all certificates of inspections, tests, and approvals required by Laws and Regulations or the Contract Documents. Engineer's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of

the Contract Documents. Engineer shall be entitled to rely on the results of such tests.

14. *Disagreements between Owner and Contractor:* Render formal written decisions on all duly submitted issues relating to the acceptability of Contractor's work or the interpretation of the requirements of the Contract Documents pertaining to the execution, performance, or progress of Contractor's Work; review each duly submitted Claim by Owner or Contractor, and in writing either deny such Claim in whole or in part, approve such Claim, or decline to resolve such Claim if Engineer in its discretion concludes that to do so would be inappropriate. In rendering such decisions, Engineer shall be fair and not show partiality to Owner or Contractor and shall not be liable in connection with any decision rendered in good faith in such capacity.
15. *Applications for Payment:* Based on Engineer's observations as an experienced and qualified design professional and on review of Applications for Payment and accompanying supporting documentation:
 - a. Determine the amounts that Engineer recommends Contractor be paid. Such recommendations of payment will be in writing and will constitute Engineer's representation to Owner, based on such observations and review, that, to the best of Engineer's knowledge, information and belief, Contractor's Work has progressed to the point indicated, the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents, and to any other qualifications stated in the recommendation), and the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe Contractor's Work. In the case of unit price work, Engineer's recommendations of payment will include final determinations of quantities and classifications of Contractor's Work (subject to any subsequent adjustments allowed by the Contract Documents).
 - b. By recommending any payment, Engineer shall not thereby be deemed to have represented that observations made by Engineer to check the quality or quantity of Contractor's Work as it is performed and furnished have been exhaustive, extended to every aspect of Contractor's Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in this Agreement and the Contract Documents. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment including final payment will impose on Engineer responsibility to supervise, direct, or control Contractor's Work in progress or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or Contractor's compliance with Laws and Regulations applicable to Contractor's furnishing and performing the Work. It will also not impose responsibility on Engineer to make any examination to ascertain how or for

what purposes Contractor has used the moneys paid on account of the Contract Price, or to determine that title to any portion of the Work in progress, materials, or equipment has passed to Owner free and clear of any liens, claims, security interests, or encumbrances, or that there may not be other matters at issue between Owner and Contractor that might affect the amount that should be paid.

16. *Contractor's Completion Documents:* Receive, review, and transmit to Owner maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance required by the Contract Documents, certificates of inspection, tests and approvals, Shop Drawings, Samples and other data approved as provided under Paragraph A1.01.A.11, and transmit the annotated record documents which are to be assembled by Contractor in accordance with the Contract Documents to obtain final payment. The extent of such review by Engineer will be limited as provided in Paragraph A1.01.A.11.

17. *Final Notice of Acceptability of the Work:* Conduct a final visit to the Project to determine if the completed Work of Contractor is acceptable so that Engineer may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, Engineer shall also provide a notice that the Work is acceptable (subject to the provisions of Paragraph A1.01.A.15.b) to the best of Engineer's knowledge, information, and belief and based on the extent of the services provided by Engineer under this Agreement.

B. *Duration of Construction Phase:* The Construction Phase will commence with the execution of the first Construction Contract for the Project or any part thereof and will terminate upon written recommendation by Engineer for final payment to Contractors. Subject to the provisions of Article 3, Engineer shall be entitled to an equitable increase in compensation if Construction Phase services are required after the original date for completion and readiness for final payment of Contractor as set forth in the Construction Contract.

C. *Limitation of Responsibilities:* Engineer shall not be responsible for the acts or omissions of any Contractor, Subcontractor or Supplier, or other individuals or entities performing or furnishing any of the Work, for safety or security at the Site, or for safety precautions and programs incident to Contractor's Work, during the Construction Phase or otherwise. Engineer shall not be responsible for the failure of any Contractor to perform or furnish the Work in accordance with the Contract Documents.

PART 2 – ADDITIONAL SERVICES

A2.01 Additional Services Requiring Owner's Written Authorization

A. If authorized in writing by Owner, Engineer shall furnish or obtain from others Additional Services of the types listed below.

1. Preparation of applications and supporting documents (in addition to those furnished under Basic Services) for private or governmental grants, loans, or advances in connection with the Project; preparation or review of environmental assessments and impact statements; review and evaluation of the effects on the design requirements for the Project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Project.
2. Services to make measured drawings of or to investigate existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by Owner or others.
3. Services resulting from significant changes in the scope, extent, or character of the portions of the Project designed or specified by Engineer or its design requirements including, but not limited to, changes in size, complexity, Owner's schedule, character of construction, or method of financing; and revising previously accepted studies, reports, Drawings, Specifications, or Contract Documents when such revisions are required by changes in Laws and Regulations enacted subsequent to the Effective Date or are due to any other causes beyond Engineer's control.
4. Services required as a result of Owner's providing incomplete or incorrect Project information to Engineer.
5. Providing renderings or models for Owner's use.
6. Undertaking investigations and studies including, but not limited to, detailed consideration of operations, maintenance, and overhead expenses; the preparation of financial feasibility and cash flow studies, rate schedules, and appraisals; assistance in obtaining financing for the Project; evaluating processes available for licensing, and assisting Owner in obtaining process licensing; detailed quantity surveys of materials, equipment, and labor; and audits or inventories required in connection with construction performed by Owner.
7. Furnishing services of Consultants for other than Basic Services.
8. Services during out-of-town travel required of Engineer other than for visits to the Site or Owner's office.
9. Preparing for, coordinating with, participating in and responding to structured independent review processes, including, but not limited to, construction management, cost estimating, project peer review, value engineering, and constructability review requested by Owner; and performing or furnishing services required to revise studies, reports, Drawings, Specifications, or other Bidding Documents as a result of such review processes.
10. Preparing additional Bidding Documents or Contract Documents for alternate bids or prices requested by Owner for the Work or a portion thereof.

11. Providing Construction Phase services beyond the original date for completion and readiness for final payment of Contractor.
12. Providing assistance in responding to the presence of any Constituent of Concern at the Site, in compliance with current Laws and Regulations.
13. Preparation of operation and maintenance manuals.
14. Preparing to serve or serving as a consultant or witness for Owner in any litigation, arbitration, or other dispute resolution process related to the Project.
15. Providing more extensive services required to enable Engineer to issue notices or certifications requested by Owner.
16. Assistance in connection with the adjusting of Project equipment and systems.
17. Assistance to Owner in training Owner's staff to operate and maintain Project equipment and systems.
18. Assistance to Owner in developing procedures for (a) control of the operation and maintenance of Project equipment and systems, and (b) related record-keeping.
19. Other services performed or furnished by Engineer not otherwise provided for in this Agreement.

A2.02 Additional Services Not Requiring Owner's Written Authorization

- A. Engineer shall advise Owner in advance that Engineer will immediately commence to perform or furnish the Additional Services of the types listed below. For such Additional Services, Engineer need not request or obtain specific advance written authorization from Owner. Engineer shall cease performing or furnishing such Additional Services upon receipt of written notice from Owner.
 1. Services in connection with work change directives and change orders to reflect changes requested by Owner.
 2. Services in making revisions to Drawings and Specifications occasioned by the acceptance of substitute materials or equipment other than "or-equal" items; services after the award of the Construction Contract in evaluating and determining the acceptability of a proposed "or equal" or substitution which is found to be inappropriate for the Project; evaluation and determination of an excessive number of proposed "or equals" or substitutions, whether proposed before or after award of the Construction Contract.
 3. Services resulting from significant delays, changes, or price increases occurring as a direct or indirect result of materials, equipment, or energy shortages.

4. Additional or extended services during construction made necessary by (1) emergencies or acts of God endangering the Work (advance notice not required), (2) the presence at the Site of any Constituent of Concern or items of historical or cultural significance, (3) Work damaged by fire or other cause during construction, (4) a significant amount of defective, neglected, or delayed work by Contractor, (5) acceleration of the progress schedule involving services beyond normal working hours, or (6) default by Contractor.
5. Services (other than Basic Services during the Post-Construction Phase) in connection with any partial utilization of any part of the Work by Owner prior to Substantial Completion.
6. Evaluating an unreasonable claim or an excessive number of claims submitted by Contractor or others in connection with the Work.
7. Services during the Construction Phase rendered after the original date for completion of the Work referred to in A1.01.B.
8. Reviewing a Shop Drawing more than three times, as a result of repeated inadequate submissions by Contractor.

While at the Site, compliance by Engineer and its staff with those terms of Owner's or Contractor's safety program provided to Engineer subsequent to the Effective Date that exceed those normally required of engineering personnel by federal, state, or local safety authorities for similar construction sites.

This is **EXHIBIT B**, consisting of 2 pages, referred to in and part of the Agreement between Owner and Engineer for Professional Services dated May 2, 2014.

Payments to Engineer for Services and Reimbursable Expenses
COMPENSATION PACKET BC-4: Basic Services – Direct Labor Costs Times a Factor

The Agreement is supplemented to include the following agreement of the parties:

B1.01 *Compensation for Basic Services (other than Resident Project Representative) – Direct Labor Costs Times a Factor Method of Payment*

A. Owner shall pay Engineer for Basic Services set forth in Exhibit A, except for services of Engineer's Resident Project Representative, if any, as follows:

1. An amount equal to Engineer's Direct Labor Costs times a factor for the services of Engineer's personnel engaged on the Project, plus Reimbursable Expenses, estimated to be \$ 1,500.00, and Engineer's Consultant charges, if any, estimated to be \$ N/A.
2. The total compensation for services under Paragraph B1.01 shall not exceed \$33,200.00 unless agreed upon by both parties in writing.
3. The total estimated compensation for Engineer's services incorporates all labor, overhead, profit, Reimbursable Expenses, and Engineer's Consultant charges.
4. The portion of the amounts billed for Engineer's services which are related to services rendered on a Direct Labor Costs times a Factor basis will be billed based on the applicable Direct Labor Costs for the cumulative hours charged to the Project by Engineer's principals and employees multiplied by the above-designated factor, plus Reimbursable Expenses and Engineer's Consultant charges incurred during the billing period.
5. Direct Labor Costs means salaries and wages paid to employees but does not include payroll-related costs or benefits.
6. The Direct Labor Costs and the factor applied to Direct Labor Costs will be adjusted annually (as of January 1, 2015) to reflect equitable changes to the compensation payable to Engineer.

B1.02 *Compensation for Reimbursable Expenses*

A. The amounts payable to Engineer for Reimbursable Expenses will be the Project-related internal expenses actually incurred or allocated by Engineer, plus all invoiced external Reimbursable Expenses allocable to the Project, the latter multiplied by a factor of 1.0.

B1.03 *Other Provisions Concerning Payment*

A. *Estimated Compensation Amounts:*

1. Engineer's estimate of the amounts that will become payable for specified services are only estimates for planning purposes, are not binding on the parties, and are not the minimum or maximum amounts payable to Engineer under the Agreement.
2. When estimated compensation amounts have been stated herein and it subsequently becomes apparent to Engineer that the total compensation amount thus estimated will be exceeded, Engineer shall give Owner written notice thereof, allowing Owner to consider its options, including suspension or termination of Engineer's services for Owner's convenience. Upon notice, Owner and Engineer promptly shall review the matter of services remaining to be performed and compensation for such services. Owner shall either exercise its right to suspend or terminate Engineer's services for Owner's convenience, agree to such compensation exceeding said estimated amount, or agree to a reduction in the remaining services to be rendered by Engineer, so that total compensation for such services will not exceed said estimated amount when such services are completed. If Owner decides not to suspend Engineer's services during negotiations and Engineer exceeds the estimated amount before Owner and Engineer have agreed to an increase in the compensation due Engineer or a reduction in the remaining services, then Engineer shall be paid for all services rendered hereunder.
3. To the extent necessary to verify Engineer's charges and upon Owner's timely request, Engineer shall make copies of such records available to Owner at cost.

**SHORT FORM OF AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR
PROFESSIONAL SERVICES**

THIS IS AN AGREEMENT effective as of **May 2, 2014** (“Effective Date”) between **Griggs County** (“Owner”) whose address is 808 Rollins Avenue; Cooperstown, ND 58425 and Kadrmas, Lee & Jackson, Inc., **Valley City** (“Engineer”) whose address is 1010 4th Ave SW; Valley City, ND 58072. The Engineer agrees to provide the services described below to Owner for **CNOA-2003(058) – Hot Bituminous Pavement Overlay, Structure Replacement and Incidentals on County Highway 3 from ND Highway 200 South 8.5 Miles** (“Project”). The services Engineer shall provide, or cause to be provided, are further defined in attached Exhibit A – Engineer’s Services and are generally described as follows: **Construction Engineering for approximately 8.5 miles of Hot Bituminous Overlay, Structure Replacement and Incidentals**. Owner shall provide, or cause to be provided, the payment for these services as set forth in attached Exhibit B – Payment for Services.

Owner and Engineer further agree as follows:

1.01 Basic Agreement

- A. Engineer shall provide, or cause to be provided, the services set forth in this Agreement, and Owner shall pay Engineer for such Services as set forth in Paragraph 10.01.

2.01 Payment Procedures

- A. *Preparation of Invoices.* Engineer will prepare a monthly invoice in accordance with Engineer’s standard invoicing practices and submit the invoice to Owner.
- B. *Payment of Invoices.* Invoices are due and payable within 30 days of receipt. If Owner fails to make any payment due Engineer for services and expenses within 30 days after receipt of Engineer’s invoice, the amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day. In addition, Engineer may, without liability, after giving seven days written notice to Owner, suspend services under this Agreement until Engineer has been paid in full all amounts due for services, expenses, and other related charges. Payments will be credited first to interest and then to principal

3.01 Additional Services

- A. If authorized by Owner, or if required because of changes in the Project, Engineer shall furnish services in addition to those set forth above.
- B. Owner shall pay Engineer for such additional services as follows: For additional services of Engineer's employees engaged directly on the Project an amount equal to the cumulative hours charged to the Project by each class of Engineer's employees times standard hourly rates for each applicable billing class; plus reimbursable expenses and Engineer's consultants' charges, if any.

4.01 Termination

- A. The obligation to provide further services under this Agreement may be terminated
 - 1. For cause,
 - a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the Agreement's terms through no fault of the terminating party.
 - b. By Engineer:
 - 1) Upon seven days written notice if Engineer believes that Engineer is being requested by Owner to furnish or perform services contrary to Engineer's responsibilities as a provider of professional services; or
 - 2) Upon seven days written notice if the Engineer's services for the Project are delayed or suspended for more than 90 days for reasons beyond Engineer's control.
 - 3) Engineer shall have no liability to Owner on account of such termination.
 - c. Notwithstanding the foregoing, this Agreement will not terminate as a result of a substantial failure under paragraph 4.01.A.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its failure and proceeds diligently to cure such failure within no more than 30 days of receipt of notice; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.
 - 2. For convenience,
 - a. By Owner effective upon Engineer's receipt of notice from Owner.
- B. The terminating party under paragraphs 4.01.A.1 or 4.01.A.2 may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to demobilize personnel and equipment from the Project site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.

5.01 Controlling Law

- A. This Agreement is to be governed by the law of the state in which the Project is located.

6.01 Successors, Assigns, and Beneficiaries

- A. Owner and Engineer each is hereby bound and the partners, successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by paragraph 6.01.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
- B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

7.01 General Considerations

- A. The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with Engineer's services. Engineer and its engineers may use or rely upon the design services of others, including, but not limited to, contractors, manufacturers, and suppliers.
- B. Engineer shall not at any time supervise, direct, or have control over any contractor's work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, for safety precautions and programs incident to a contractor's work progress, nor for any failure of any contractor to comply with laws and regulations applicable to contractor's work.
- C. Engineer neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform its work in accordance with the contract between Owner and such contractor.
- D. Engineer shall not be responsible for the acts or omissions of any contractor, subcontractor, or supplier, or of any contractor's agents or employees or any other persons (except Engineer's own employees) at the Project site or otherwise furnishing or performing any of construction work; or for any decision made on interpretations or clarifications of the construction contract given by Owner without consultation and advice of Engineer.
- E. The general conditions for any construction contract documents prepared hereunder are to be the "Standard General Conditions of the Construction Contract as prepared by the Engineers Joint Contract Documents Committee (No. C-700, 2007 Edition).
- F. All project documents prepared or furnished by Engineer are instruments of service, and Engineer retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed.
- G. To the fullest extent permitted by law, Owner and Engineer agree that Engineer's total liability to Owner under this Agreement shall be limited to \$50,000 or the total amount of compensation received by Engineer, whichever is greater.

- H. The parties acknowledge that Engineer's scope of services does not include any services related to a Hazardous Environmental Condition (the presence of asbestos, PCBs, petroleum, hazardous substances or waste, and radioactive materials). If Engineer or any other party encounters a Hazardous Environmental Condition, Engineer may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until Owner: (i) retains appropriate specialist engineers or contractors to identify and, as appropriate, abate, remediate, or remove the Hazardous Environmental Condition; and (ii) warrants that the Site is in full compliance with applicable Laws and Regulations.

8.01 KL&J Additions to EJCDC E-520

- A. The Owner and Engineer each agree to assume its own liability for claims of any nature including all costs, expenses and reasonable attorney's fees, which may in any manner result from or arise out of this agreement. Neither the Owner nor the Engineer shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence.
- B. The Owner shall not reuse or make any modification to the project documents without Engineer's prior written authorization. The Owner agrees, to the fullest extent permitted by law, to indemnify and hold harmless Engineer's officers, directors, employees and sub-engineers (collectively) against any damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising from or allegedly arising from or in any way connected with the unauthorized reuse or modification of the project documents by the Owner or any person or entity that acquires or obtains the project documents from or through the Owner without Engineer's written authorization.
- C. In the event of a dispute arising out of or relating to the agreement or the services to be rendered hereunder, both parties hereby agree to (1) attempt to resolve such disputes through direct negotiations between the appropriate representatives of each party, (2) if such negotiations are not fully successful, the parties agree to attempt to resolve any remaining dispute by formal nonbinding mediation conducted in accordance with rules and procedures to be agreed upon by both parties, and (3) if the dispute or any issues remain unresolved after the first two steps, either party may seek to have the dispute resolved by a court of competent jurisdiction.
- D. Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither the Owner nor the Engineer, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected in any way to the Project or to this Agreement. This mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation or any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict or implied warranty. Both the Owner and the Engineer shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in this project.
- E. With the execution of this Agreement, Engineer and Owner shall designate specific individuals to act as Engineer's and Owner's representatives with respect to the services to be performed or furnished by Engineer and responsibilities of Owner under this Agreement. Such an individual shall have authority to transmit instructions, receive information, and render decisions relative to the Project on behalf of the respective party whom the individual represents. Each Party may change its designated individual(s) at any time by written notice to the other Party.

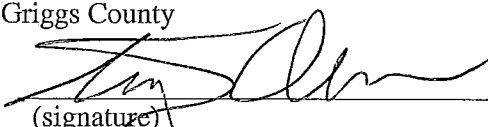
9.01 Total Agreement

- A. This Agreement (together with any expressly incorporated exhibits and appendices), constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

10.01 Payment and Schedules

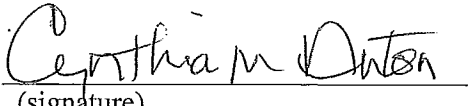
- A. Using the procedures set forth in Paragraph 2.01, Owner shall pay Engineer as follows:
 - 1. In accordance with Exhibit B – Payment of Services.
- B. The Engineer's compensation is conditioned on the time to complete the services by May 1, 2015. Should the time to complete services be extended beyond this period, total compensation to Engineer may be appropriately adjusted. Engineer is authorized to begin rendering services as of the Effective Date.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

OWNER: Griggs County
By: 
(signature)
By: Troy Olson
(printed or typed name)

Title: Chairman

Date Signed: 5-16-14

Witnessed By: 
(signature)

Witnessed By: Cynthia M. Duten
(printed or typed name)

Title: Auditor

Address for giving notices:
808 Rollins Avenue
PO Box 511
Cooperstown, ND 58425

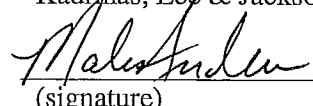
Designated Representative:
Attn: Wayne Oien

Title: Highway Superintendent

Phone Number: 701-797-3420

Facsimile Number: _____

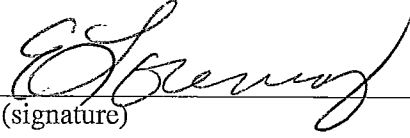
E-Mail Address: wayne.oien@griggscounty
nd.gov

ENGINEER: Kadmas, Lee & Jackson, Inc.
By: 
(signature)

By: Mark Anderson
(printed or typed name)

Title: Surface Transportation PAL

Date Signed: 4-10-2014

Witnessed By: 
(signature)

Witnessed By: ERIKA LORENZ
(printed or typed name)

Title: Exec. Coord.

Address for giving notices:
1010 4th Ave SW
PO Box 937
Valley City, ND 58072

Designated Representative:
Attn: Shawn Mayfield

Title: Project Engineer

Phone Number: 701-845-9445

Facsimile Number: 701-845-0252

E-Mail Address: shawn.mayfield@kjleng.com

This is **EXHIBIT A**, consisting of 8 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated May 2, 2014.

Engineer's Services

The Agreement is supplemented to include the following agreement of the parties.

Engineer shall provide Basic and Additional Services as set forth below.

PART 1 – BASIC SERVICES

A1.01 Construction Phase

- A. Upon successful completion of the Bidding and Negotiating Phase, and upon written authorization from Owner, Engineer shall:
1. *General Administration of Construction Contract:* Consult with Owner and act as Owner's representative as provided in the Construction Contract. The extent and limitations of the duties, responsibilities, and authority of Engineer as assigned in the Construction Contract shall not be modified, except as Engineer may otherwise agree in writing. All of Owner's instructions to Contractor will be issued through Engineer, which shall have authority to act on behalf of Owner in dealings with Contractor to the extent provided in this Agreement and the Construction Contract except as otherwise provided in writing.
 2. *Project Initiation:* This task involves time for the construction staff who were not directly involved with the design to review plans and setup the record keeping system.
 3. *Pre-Construction Conference:* Participate in a Pre-Construction Conference prior to commencement of Work at the Site.
 4. *Progress Meetings:* Coordinate and participate in project progress meetings as required. If meetings are required, participant will include the Contractor, Engineer, Owner, Subcontractors, Utilities, Local Authorities, and Others.
 5. *Weekly Records:* Contract administration and project documentation will be according to established KLJ construction procedures. Major tasks will include weekly progress meetings (if required), diary entries, weekly progress reports, progressive payment for work complete, pay quantity reports, haul sheets, subcontract tracking, certification tracking, and minor change orders. Major change orders, including force accounts that are beyond the scope of the contract will be added by supplemental agreement.

6. *Final Records:* Final records will include verifying all quantities for accuracy, completing record drawings, and packaging and delivering final documents to the County.
7. *Visits to Site and Observation of Construction:* In connection with observations of Contractor's Work while it is in progress:
 - a. Make visits to the Site at intervals appropriate to the various stages of construction, as Engineer deems necessary, to observe as an experienced and qualified design professional the progress of Contractor's executed Work. Such visits and observations by Engineer are not intended to be exhaustive or to extend to every aspect of Contractor's Work in progress or to involve detailed inspections of Contractor's Work in progress beyond the responsibilities specifically assigned to Engineer in this Agreement and the Contract Documents, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on Engineer's exercise of professional judgment. Based on information obtained during such visits and observations, Engineer will determine in general if the Work is proceeding in accordance with the Contract Documents, and Engineer shall keep Owner informed of the progress of the Work.
 - b. The purpose of Engineer's visits to the Site will be to enable Engineer to better carry out the duties and responsibilities assigned to and undertaken by Engineer during the Construction Phase, and, in addition, by the exercise of Engineer's efforts as an experienced and qualified design professional, to provide for Owner a greater degree of confidence that the completed Work will conform in general to the Contract Documents and that Contractor has implemented and maintained the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents. Engineer shall not, during such visits or as a result of such observations of Contractor's Work in progress, supervise, direct, or have control over Contractor's Work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by Contractor, for security or safety at the Site, for safety precautions and programs incident to Contractor's Work, nor for any failure of Contractor to comply with Laws and Regulations applicable to Contractor's furnishing and performing the Work. Accordingly, Engineer neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish or perform the Work in accordance with the Contract Documents.
 - c. Major items include:
 - 1) Hot Bituminous Pavement Overlay, Patching and Leveling
 - 2) Culvert Removal and Box Culvert Installation
 - 3) Miscellaneous Construction:
 - a) Milling

- b) Traffic Control
- c) Pavement Marking
- 4) Survey
 - a) Centerline Control
 - b) Project Staking
- 8. *Defective Work:* Reject Work if, on the basis of Engineer's observations, Engineer believes that such Work (a) is defective under the standards set forth in the Contract Documents, (b) will not produce a completed Project that conforms to the Contract Documents, or (c) will imperil the integrity of the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.
- 9. *Clarifications and Interpretations; Field Orders:* Issue necessary clarifications and interpretations of the Contract Documents as appropriate to the orderly completion of Contractor's work. Such clarifications and interpretations will be consistent with the intent of and reasonably inferable from the Contract Documents. Subject to any limitations in the Contract Documents, Engineer may issue field orders authorizing minor variations in the Work from the requirements of the Contract Documents.
- 10. *Change Orders and Work Change Directives:* Recommend change orders and work change directives to Owner, as appropriate, and prepare change orders and work change directives as required.
- 11. *Shop Drawings and Samples:* Review and approve or take other appropriate action in respect to Shop Drawings and Samples and other data which Contractor is required to submit, but only for conformance with the information given in the Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto. Engineer shall meet any Contractor's submittal schedule that Engineer has accepted.
- 12. *Substitutes and "or-equal":* Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor, but subject to the provisions of Paragraph A2.02.A.2 of this Exhibit A.
- 13. *Inspections and Tests:* Require such special inspections or tests of Contractor's work as deemed reasonably necessary, and receive and review all certificates of inspections, tests, and approvals required by Laws and Regulations or the Contract Documents. Engineer's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Contract Documents. Engineer shall be entitled to rely on the results of such tests.

14. *Disagreements between Owner and Contractor:* Render formal written decisions on all duly submitted issues relating to the acceptability of Contractor's work or the interpretation of the requirements of the Contract Documents pertaining to the execution, performance, or progress of Contractor's Work; review each duly submitted Claim by Owner or Contractor, and in writing either deny such Claim in whole or in part, approve such Claim, or decline to resolve such Claim if Engineer in its discretion concludes that to do so would be inappropriate. In rendering such decisions, Engineer shall be fair and not show partiality to Owner or Contractor and shall not be liable in connection with any decision rendered in good faith in such capacity.
15. *Applications for Payment:* Based on Engineer's observations as an experienced and qualified design professional and on review of Applications for Payment and accompanying supporting documentation:
- a. Determine the amounts that Engineer recommends Contractor be paid. Such recommendations of payment will be in writing and will constitute Engineer's representation to Owner, based on such observations and review, that, to the best of Engineer's knowledge, information and belief, Contractor's Work has progressed to the point indicated, the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents, and to any other qualifications stated in the recommendation), and the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe Contractor's Work. In the case of unit price work, Engineer's recommendations of payment will include final determinations of quantities and classifications of Contractor's Work (subject to any subsequent adjustments allowed by the Contract Documents).
 - b. By recommending any payment, Engineer shall not thereby be deemed to have represented that observations made by Engineer to check the quality or quantity of Contractor's Work as it is performed and furnished have been exhaustive, extended to every aspect of Contractor's Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in this Agreement and the Contract Documents. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment including final payment will impose on Engineer responsibility to supervise, direct, or control Contractor's Work in progress or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or Contractor's compliance with Laws and Regulations applicable to Contractor's furnishing and performing the Work. It will also not impose responsibility on Engineer to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, or to determine that title to any portion of the Work in progress, materials, or equipment has passed to Owner free and clear of any liens, claims,

security interests, or encumbrances, or that there may not be other matters at issue between Owner and Contractor that might affect the amount that should be paid.

16. *Contractor's Completion Documents:* Receive, review, and transmit to Owner maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance required by the Contract Documents, certificates of inspection, tests and approvals, Shop Drawings, Samples and other data approved as provided under Paragraph A1.01.A.11, and transmit the annotated record documents which are to be assembled by Contractor in accordance with the Contract Documents to obtain final payment. The extent of such review by Engineer will be limited as provided in Paragraph A1.01.A.11.
 17. *Substantial Completion:* Promptly after notice from Contractor that Contractor considers the entire Work ready for its intended use, in company with Owner and Contractor, visit the Project to determine if the Work is substantially complete. If after considering any objections of Owner, Engineer considers the Work substantially complete; Engineer shall deliver a certificate of Substantial Completion to Owner and Contractor.
 18. *Final Notice of Acceptability of the Work:* Conduct a final visit to the Project to determine if the completed Work of Contractor is acceptable so that Engineer may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, Engineer shall also provide a notice using KL&J's 00630 Final Review and Acceptance form that the Work is acceptable to the best of Engineer's knowledge, information, and belief and based on the extent of the services provided by Engineer under this Agreement.
- B. *Duration of Construction Phase:* The Construction Phase will commence with the execution of the first Construction Contract for the Project or any part thereof and will terminate upon written recommendation by Engineer for final payment to Contractors. Subject to the provisions of Article 3, Engineer shall be entitled to an equitable increase in compensation if Construction Phase services are required after the original date for completion and readiness for final payment of Contractor as set forth in the Construction Contract.
- C. *Limitation of Responsibilities:* Engineer shall not be responsible for the acts or omissions of any Contractor, Subcontractor or Supplier, or other individuals or entities performing or furnishing any of the Work, for safety or security at the Site, or for safety precautions and programs incident to Contractor's Work, during the Construction Phase or otherwise. Engineer shall not be responsible for the failure of any Contractor to perform or furnish the Work in accordance with the Contract Documents.

PART 2 – ADDITIONAL SERVICES

A2.01 Additional Services Requiring Owner's Written Authorization

- A. If authorized in writing by Owner, Engineer shall furnish or obtain from others Additional Services of the types listed below.
1. Preparation of applications and supporting documents (in addition to those furnished under Basic Services) for private or governmental grants, loans, or advances in connection with the Project; preparation or review of environmental assessments and impact statements; review and evaluation of the effects on the design requirements for the Project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Project.
 2. Services to make measured drawings of or to investigate existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by Owner or others.
 3. Services resulting from significant changes in the scope, extent, or character of the portions of the Project designed or specified by Engineer or its design requirements including, but not limited to, changes in size, complexity, Owner's schedule, character of construction, or method of financing; and revising previously accepted studies, reports, Drawings, Specifications, or Contract Documents when such revisions are required by changes in Laws and Regulations enacted subsequent to the Effective Date or are due to any other causes beyond Engineer's control.
 4. Services required as a result of Owner's providing incomplete or incorrect Project information to Engineer.
 5. Providing renderings or models for Owner's use.
 6. Undertaking investigations and studies including, but not limited to, detailed consideration of operations, maintenance, and overhead expenses; the preparation of financial feasibility and cash flow studies, rate schedules, and appraisals; assistance in obtaining financing for the Project; evaluating processes available for licensing, and assisting Owner in obtaining process licensing; detailed quantity surveys of materials, equipment, and labor; and audits or inventories required in connection with construction performed by Owner.
 7. Furnishing services of Consultants for other than Basic Services.
 8. Services during out-of-town travel required of Engineer other than for visits to the Site or Owner's office.
 9. Preparing for, coordinating with, participating in and responding to structured independent review processes, including, but not limited to, construction management, cost estimating, project peer review, value engineering, and

constructability review requested by Owner; and performing or furnishing services required to revise studies, reports, Drawings, Specifications, or other Bidding Documents as a result of such review processes.

10. Preparing additional Bidding Documents or Contract Documents for alternate bids or prices requested by Owner for the Work or a portion thereof.
11. Providing Construction Phase services beyond the original date for completion and readiness for final payment of Contractor.
12. Providing assistance in responding to the presence of any Constituent of Concern at the Site, in compliance with current Laws and Regulations.
13. Preparation of operation and maintenance manuals.
14. Preparing to serve or serving as a consultant or witness for Owner in any litigation, arbitration, or other dispute resolution process related to the Project.
15. Providing more extensive services required to enable Engineer to issue notices or certifications requested by Owner.
16. Assistance in connection with the adjusting of Project equipment and systems.
17. Assistance to Owner in training Owner's staff to operate and maintain Project equipment and systems.
18. Assistance to Owner in developing procedures for (a) control of the operation and maintenance of Project equipment and systems, and (b) related record-keeping.
19. Other services performed or furnished by Engineer not otherwise provided for in this Agreement.

A2.02 Additional Services Not Requiring Owner's Written Authorization

- A. Engineer shall advise Owner in advance that Engineer will immediately commence to perform or furnish the Additional Services of the types listed below. For such Additional Services, Engineer need not request or obtain specific advance written authorization from Owner. Engineer shall cease performing or furnishing such Additional Services upon receipt of written notice from Owner.
 1. Services in connection with work change directives and change orders to reflect changes requested by Owner.
 2. Services in making revisions to Drawings and Specifications occasioned by the acceptance of substitute materials or equipment other than "or-equal" items; services after the award of the Construction Contract in evaluating and determining the acceptability of a proposed "or equal" or substitution which is found to be inappropriate for the Project; evaluation and determination of an excessive number

of proposed "or equals" or substitutions, whether proposed before or after award of the Construction Contract.

3. Services resulting from significant delays, changes, or price increases occurring as a direct or indirect result of materials, equipment, or energy shortages.
4. Additional or extended services during construction made necessary by (1) emergencies or acts of God endangering the Work (advance notice not required), (2) the presence at the Site of any Constituent of Concern or items of historical or cultural significance, (3) Work damaged by fire or other cause during construction, (4) a significant amount of defective, neglected, or delayed work by Contractor, (5) acceleration of the progress schedule involving services beyond normal working hours, or (6) default by Contractor.
5. Services (other than Basic Services during the Post-Construction Phase) in connection with any partial utilization of any part of the Work by Owner prior to Substantial Completion.
6. Evaluating an unreasonable claim or an excessive number of claims submitted by Contractor or others in connection with the Work.
7. Services during the Construction Phase rendered after the original date for completion of the Work referred to in A1.01.B.
8. Reviewing a Shop Drawing more than three times, as a result of repeated inadequate submissions by Contractor.

While at the Site, compliance by Engineer and its staff with those terms of Owner's or Contractor's safety program provided to Engineer subsequent to the Effective Date that exceed those normally required of engineering personnel by federal, state, or local safety authorities for similar construction sites.

This is **EXHIBIT B**, consisting of 2 pages, referred to in and part of the Agreement between Owner and Engineer for Professional Services dated May 2, 2014.

Payments to Engineer for Services and Reimbursable Expenses
COMPENSATION PACKET BC-4: Basic Services – Direct Labor Costs Times a Factor

The Agreement is supplemented to include the following agreement of the parties:

B1.01 *Compensation for Basic Services (other than Resident Project Representative) – Direct Labor Costs Times a Factor Method of Payment*

A. Owner shall pay Engineer for Basic Services set forth in Exhibit A, except for services of Engineer's Resident Project Representative, if any, as follows:

1. An amount equal to Engineer's Direct Labor Costs times a factor for the services of Engineer's personnel engaged on the Project, plus Reimbursable Expenses, estimated to be \$2,900.00, and Engineer's Consultant charges, if any, estimated to be \$ N/A.
2. The total compensation for services under Paragraph B1.01 shall not exceed \$162,000.00 unless agreed upon by both parties in writing.
3. The total estimated compensation for Engineer's services incorporates all labor, overhead, profit, Reimbursable Expenses, and Engineer's Consultant charges.
4. The portion of the amounts billed for Engineer's services which are related to services rendered on a Direct Labor Costs times a Factor basis will be billed based on the applicable Direct Labor Costs for the cumulative hours charged to the Project by Engineer's principals and employees multiplied by the above-designated factor, plus Reimbursable Expenses and Engineer's Consultant charges incurred during the billing period.
5. Direct Labor Costs means salaries and wages paid to employees but does not include payroll-related costs or benefits.
6. The Direct Labor Costs and the factor applied to Direct Labor Costs will be adjusted annually (as of January 1, 2015) to reflect equitable changes to the compensation payable to Engineer.

B1.02 *Compensation for Reimbursable Expenses*

A. The amounts payable to Engineer for Reimbursable Expenses will be the Project-related internal expenses actually incurred or allocated by Engineer, plus all invoiced external Reimbursable Expenses allocable to the Project, the latter multiplied by a factor of 1.0.

B1.03 *Other Provisions Concerning Payment*

A. *Estimated Compensation Amounts:*

1. Engineer's estimate of the amounts that will become payable for specified services are only estimates for planning purposes, are not binding on the parties, and are not the minimum or maximum amounts payable to Engineer under the Agreement.
2. When estimated compensation amounts have been stated herein and it subsequently becomes apparent to Engineer that the total compensation amount thus estimated will be exceeded, Engineer shall give Owner written notice thereof, allowing Owner to consider its options, including suspension or termination of Engineer's services for Owner's convenience. Upon notice, Owner and Engineer promptly shall review the matter of services remaining to be performed and compensation for such services. Owner shall either exercise its right to suspend or terminate Engineer's services for Owner's convenience, agree to such compensation exceeding said estimated amount, or agree to a reduction in the remaining services to be rendered by Engineer, so that total compensation for such services will not exceed said estimated amount when such services are completed. If Owner decides not to suspend Engineer's services during negotiations and Engineer exceeds the estimated amount before Owner and Engineer have agreed to an increase in the compensation due Engineer or a reduction in the remaining services, then Engineer shall be paid for all services rendered hereunder.
3. To the extent necessary to verify Engineer's charges and upon Owner's timely request, Engineer shall make copies of such records available to Owner at cost.

SECTION 00520

**STANDARD FORM OF AGREEMENT
BETWEEN OWNER AND CONTRACTOR**

THIS AGREEMENT is by and between Griggs County (“Owner”) and
Mayo Construction Company, Inc. (“Contractor”).

Owner and Contractor hereby agree as follows:

ARTICLE 1 – WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

CNOA-2003(058): Milling, Hot Bituminous Pavement Overlay, Box Culvert Installation and Incidentals.

ARTICLE 2 – THE PROJECT

2.01 The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

Milling 0.75” of existing pavement, placing a 2” hot bituminous overlay, installing an 18’x5’ box culvert and incidentals.

ARTICLE 3 – ENGINEER

3.01 The Project has been designed by Kadrmas, Lee and Jackson, Inc., which is to act as Owner’s representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 – CONTRACT TIMES

4.01 *Time of the Essence*

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 *Dates for Completion and Final Payment*

A. The Work will be completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions on or before September 5, 2014.

4.03 *Liquidated Damages*

Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial loss if the Work is not completed within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty), Contractor shall pay Owner \$1,500 for each day that expires after the time specified in Paragraph 4.02 above for Substantial Completion until the Work is substantially complete.

ARTICLE 5 – CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to Paragraphs 5.01.A below:

- A. For all Unit Price Work, an amount equal to the sum of the established unit price for each separately identified item of Unit Price Work times the actual quantity of that item. Unit prices are those listed in the Unit Price Schedule of the Bid Form attached as Exhibit A to the agreement.

The Bid prices for Unit Price Work set forth as of the Effective Date of the Agreement are based on estimated quantities. As provided in Paragraph 11.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer as provided in Paragraph 9.07 of the General Conditions.

ARTICLE 6 – PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

- A. Contractor shall submit Applications for Payment to the Engineer. Applications for Payment will be processed by Griggs County.

6.02 *Progress Payments; Retainage*

- A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the once each month during performance of the Work as provided in Paragraph 6.02.A.1 below. All such payments will be measured by the schedule of values established as provided in Paragraph 2.07.A of the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements.
 - 1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Engineer may determine or Owner may withhold, including

but not limited to liquidated damages, in accordance with Paragraph 14.02 of the General Conditions.

- a. Ninety (90) percent of Work completed (with the balance being retainage). If the Work has been 50 percent completed as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage; and
 - b. Ninety (90) percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).
- B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to Ninety-five (95.0) percent of the Work completed, less such amounts as Engineer shall determine.

6.03 *Final Payment*

- A. Upon final completion and acceptance of the Work in accordance with Paragraph 14.07 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 14.07.

ARTICLE 7 – INTEREST

- 7.01 All moneys not paid when due as provided in Article 14 of the General Conditions shall bear interest at the maximum rate allowed by law at the place of the Project.

ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS

- 8.01 In order to induce Owner to enter into this Agreement, Contractor makes the following representations:
- A. Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.
 - B. Contractor has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 - C. Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.
 - D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities), if any, that have been identified in Paragraph SC-4.02 of the Supplementary Conditions as containing reliable "technical data," and (2) reports and drawings of Hazardous Environmental Conditions, if any, at the Site that have been identified in Paragraph SC-4.06 of the Supplementary Conditions as containing reliable "technical data."

- E. Contractor has considered the information known to Contractor; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Contract Documents; and (3) Contractor's safety precautions and programs.
- F. Based on the information and observations referred to in Paragraph 8.01.E above, Contractor does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.
- G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
- H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
- I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 9 – CONTRACT DOCUMENTS

9.01 *Contents*

- A. The Contract Documents consist of the following:
 - 1. This Agreement (pages 1 to 7, inclusive).
 - 2. Performance bond (pages 1 to 2, inclusive).
 - 3. Payment bond (pages 1 to 2, inclusive).
 - 4. Other bonds (pages N/A to N/A, inclusive).
 - 5. General Conditions (pages 1 to 62, inclusive).
 - 6. Supplementary Conditions (pages 1 to 7, inclusive).
 - 7. Specifications as listed in the table of contents of the Project Manual.
 - 8. Drawings with each sheet bearing the following general title: CNOA-2003(058).
 - 9. Exhibits to this Agreement (enumerated as follows):

- a. Contractor's Bid (pages 1 to 1, inclusive).
- 10. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
 - a. Notice to Proceed (pages 1 to 1, inclusive).
 - b. Work Change Directives.
 - c. Change Orders.
- B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may only be amended, modified, or supplemented as provided by the owner.

ARTICLE 10 – MISCELLANEOUS

10.01 *Terms*

- A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

10.02 *Assignment of Contract*

- A. No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.03 *Successors and Assigns*

- A. Owner and Contractor each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.04 *Severability*

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be

reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.05 *Contractor's Certifications*

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:
1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;
 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement. Counterparts have been delivered to Owner and Contractor. All portions of the Contract Documents have been signed or have been identified by Owner and Contractor or on their behalf.

This Agreement will be effective on May 16, 2014 (which is the Effective Date of the Agreement).

OWNER: Griggs County

CONTRACTOR: Mayo Construction Co., Inc.

Signature

Signature

By: Troy Olson

By: _____

Title: Griggs County Commission Chair

Title: _____

(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: _____

Attest: _____

Signature

Signature

By: Cindy Anton

By: _____

Title: Griggs County Auditor

Title: _____

Address for giving notices:

Address for giving notices:

P.O. Box 511

Cooperstown, ND 58425

License No.: 2924 Class A

(Where applicable)

(If Owner is a corporation, attach evidence of authority to sign. If Owner is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)

Agent for service of process:



SALLY HOLEWA
STATE COURT ADMINISTRATOR

State of North Dakota

OFFICE OF STATE COURT ADMINISTRATOR

SUPREME COURT
Judicial Wing, 1st Floor
600 E Boulevard Ave Dept 180
Bismarck, ND 58505-0530
701: (701) 328-4216
Fax: (701) 328-2092

April 11, 2014

Cindy Anton
Griggs County Auditor
PO Box 511
Cooperstown, ND 58425-0511

RE: Funding Agreement for Clerk of District Court Services

Dear Ms. Anton:

Enclosed is the funding agreement reflecting the option your county selected for providing clerk of district court services. The funding amount reflects the number of FTEs considered necessary to provide clerk services in your county. The FTE determination is based on a recently completed state-wide workload assessment of clerk duties. The assessment used a two-year average of court cases in the county to analyze clerk workload. Funding under the agreement also includes an amount for general clerk operating expenses.

The funding agreement is to be signed by the chair of the Board of Commissioners and then returned to this office for signature. Please ensure that the funding agreement is signed and returned to this office no later than June 1. Doing so will ensure that the funding agreement amount is reflected in the judicial branch's appropriation request to the 2015 Legislative Assembly.

If you have any questions about the funding agreement, please contact me at your earliest convenience.

Sincerely,

A handwritten signature in blue ink, appearing to read "Sally Holewa".

Sally Holewa
State Court Administrator

SH/rb

Enclosure

cc w/o enclosure: County Commission Chair, Griggs County Board of Commissioners

1 provide clerk of district court services. For purposes of this
2 AGREEMENT, "compensation" includes salary and fringe benefits.

3 2. Based on staffing standards approved by the Supreme Court, the
4 COUNTY requires .48 full-time equivalent employees to provide clerk
5 of district court services.

6 3. The STATE will provide funding for personnel in the amount of \$2,078
7 per month and funding for general clerk operating expenses in the
8 amount of \$208 per month. Total funding under this AGREEMENT is
9 \$2,286 per month. Payments under this AGREEMENT will be made
10 before the seventh day of each month, beginning August 1, 2015, for the
11 preceding month.

12 4. In accordance with Section 27-05.2-02(6), N.D.C.C., funding will be
13 provided under this AGREEMENT to defray the cost of technology-
14 related equipment considered necessary for the delivery of adequate clerk
15 of district court services. For purposes of this AGREEMENT, "funding"
16 consists of reimbursement made to the COUNTY for technology-related
17 equipment costs or provision of equipment by the STATE to the
18 COUNTY. Reimbursement of costs or provision of equipment is
19 governed by Judicial System Administrative Policy 202, which is
20 attached to this AGREEMENT and incorporated by reference.

21 B. The COUNTY will provide clerk of district court services in a manner consistent
22 with standards and procedures established by the Supreme Court.

- 1 1. For purposes of this AGREEMENT, "standards and procedures" consist
2 of :
 - 3 a. Supreme Court procedural rules.
 - 4 b. Supreme Court administrative rules, orders, and policies.
 - 5 c. Clerk of Court Manual procedures.
 - 6 d. Odyssey, if applicable to the COUNTY.
 - 7 e. Trial court administrative policies adopted by the Administrative
8 Council.
- 9 2. The STATE will timely advise the clerk of district court of any changes
10 in standards and procedures governing clerk of district court services.
- 11 3. The STATE will provide periodic training to the clerk of district court to
12 ensure awareness of and proficiency in complying with applicable
13 standards and procedures.
- 14 4. The STATE will reimburse, at state rates, travel and lodging expenses
15 incurred by the clerk of district court when attending training sessions
16 provided by the STATE regarding clerk of district court services,
17 standards, and procedures.

1 C. To provide adequate public access to judicial and clerk of district court services,
2 the COUNTY will ensure the office of clerk of district court is open during all
3 normal courthouse hours, unless the clerk and staff are unavoidably absent. In
4 the absence of the clerk of district court, the COUNTY will provide clerk of
5 district court services through alternative personnel.

6 D. The COUNTY will provide legal representation for the clerk of district court in
7 any action founded upon any act or omission arising out of the clerk's
8 performance of an official duty.

9 E. The clerk of district court and staff providing services under this AGREEMENT
10 are employees of the COUNTY for all purposes.

11 F. If the COUNTY fails to fulfill the terms of this AGREEMENT, the STATE will
12 provide for clerk of district court services in the county in any manner it
13 considers appropriate.

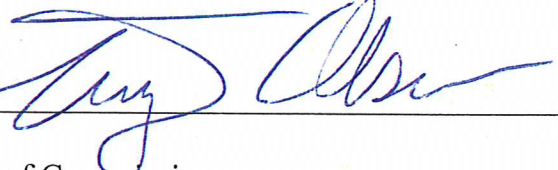
14 G. The term of this AGREEMENT is from July 1, 2015, through June 30, 2017,
15 subject to available legislative appropriation. This AGREEMENT cannot be
16 terminated before June 30, 2017, except as provided in Section F.

1 IN WITNESS HEREOF, the STATE and COUNTY, by and through the State Court
2 Administrator and the Griggs County Board of Commissioners, have executed this
3 AGREEMENT this 16th day of May, 2014.

4 STATE OF NORTH DAKOTA:

GRIGGS COUNTY, NORTH DAKOTA:

5 _____
6 State Court Administrator
7



Chair
Board of Commissioners

UNIFIED JUDICIAL SYSTEM

Policy 202

September 22, 2004

TECHNOLOGY RELATED EQUIPMENT FOR PROVIDING CLERK OF COURT SERVICES IN COUNTIES CONTRACTING WITH THE STATE

Definition:

Technology related equipment is covered equipment required to perform the following functions:

- provide information to the public, parties and their lawyers
- provide information to district court judges or referees required for performance of their duties
- provide state judicial offices with data or statistics in a format which requires the use of enhanced technology

Covered Equipment:

The following items constitute technology related equipment:

- personal computers and required software
- printers
- fax machines or modems
- scanners

Procedure:

Prior to procurement of equipment under this policy, approval must be obtained from the state court administrator. Requests should be sent to the unit administrative office which will forward the request to the state court administrator. If approved, the state will provide the equipment through the following options:

1. Provide the needed equipment if available from state judicial equipment. The equipment will be transferred to the county through the state surplus property program. Surplus property fees paid by the county will be reimbursed by the state judicial branch.
2. Authorize reimbursement to the county for the requested equipment. Reimbursement will be made based on receipt of an invoice copy indicating the date the county received the equipment.
3. Purchase the requested equipment and place the equipment in the clerk's office for the clerk's use. Ownership of the equipment purchased in this option will be retained by the state judicial branch.

Technical Support:

Ownership and technical support for equipment received through options 1 or 2 above remains with the county.

Approved by the Supreme Court 09/22/04

**CLERK OF DISTRICT COURT
GRIGGS COUNTY, NORTH DAKOTA**

**808 ROLLIN AVENUE
P.O. BOX 326
COOPERSTOWN, ND 58425
PHONE: 701-797-2772 FAX: 701-797-3587
May 16, 2014**

Griggs County Commissioners
808 Rollin Ave
Cooperstown, ND 58425

RE: Clerk of Court Funding Contract

Dear Chairman,

This letter is in regards to the upcoming Funding Agreement for the Clerk of Court Services, which states that based on staffing standards approved by the Supreme Court, the County requires a .48 full-time equivalent employees to provide Clerk of District Court services. Based on these numbers it was suggested that cuts be made to the current staff.

It is my understanding that the testing requirements that make up the allotted "FTE" number do NOT include many of the duties that are required of the Clerk of Court's office. These duties include mandatory attendance in court, mandatory Clerk's meetings, customer service time via counter, telephone or email, maintaining knowledge of current changes and procedures regarding the daily use of numerous software programs and the SE Judicial District Caseflow plan and procedures.

According to the contract on page 4, letter C. it states: "To provide adequate public access to judicial and clerk of district court services, the COUNTY will ensure the office of clerk of district court is open during all normal courthouse hours, unless the clerk and staff are unavoidably absent. In the absence of the clerk of district court, the COUNTY will provide clerk of district court services through alternative personnel."

The position of Clerk of Court is an elected position combined with Recorder. It is also the responsibility of the Recorder to maintain many of the same duties. As the department head of two offices you must oversee all activity and be available to both offices at any given time. As the current Recorder/Clerk of Court I do not feel that the required services could be adequately provided for both offices if staff is eliminated.

Sincerely,
Kelly Vincent
Recorder/Clerk of Court