



## Highway Department

Jason Benson, P.E.  
County Engineer

Thomas B. Soucy, P.E.  
Deputy County Engineer

Blaine Laaveg  
Superintendent

### MEMORANDUM

TO: Cass County Commission

FROM: Jason Benson, Cass County Engineer *JPB*

DATE: October 26, 2021

SUBJECT: Agenda Item for November 1, 2021 Commission Meeting:  
Approval of Contract for Emergency Repair Work on Cass 11  
Bridge on the Rush River

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During the summer of 2021 Cass County contracted to pave Cass Highway 11 from Cass 22 to Cass 4. Part of the project was to replace and upgrade the guardrail at the Cass 11 bridge on the Rush River. Recently the pavement slumped at the northwest guardrail. At this same location, the riverbank is near the guard rail and has had past bank issues. These issues seem to have been aggravated with our drought conditions and low water levels in the river.

To stabilize the riverbank, we sought emergency quotes to install a 100-foot-long, 40-foot-deep sheet pile wall. Because this is part of a bridge, the North Dakota Century Code 24-08-03 authorizes the County to promptly contract for the rebuilding or repair without advertising for bids. Based on this, we sought multiple quotes and received quotes from Industrial Builders, Inc. and Swingen Construction Company. The lowest quote was Industrial Builders, Inc. at \$287,313.69. This project was not budgeted for 2021. Funding is available for this project based on other 2021 project savings.

**SUGGESTED MOTION:** AUTHORIZE CHAIRPERSON TO SIGN PURCHASE ORDER AND CONTRACT DOCUMENTS WITH INDUSTRIAL BUILDERS, INC. FOR THE CONTRACT FOR BRIDGE 9-131-19.0 ON CASS HIGHWAY 11 ON THE RUSH RIVER SUBJECT TO STATE'S ATTORNEYS APPROVAL.

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

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

# CONTRACT APPROVAL REQUEST

COMPANY REQUESTING CONTRACT:

**Industrial Builders, Inc., PO Box 406, Fargo, ND 58107**

DATE OF REQUEST: October 26, 2021

DATE OF EXPECTED RETURN TO THE COMMISSION OFFICE: November 1, 2021

DEPARTMENT HEAD REQUESTING SIGNATURE: **Jason Benson, 701-298-2372** 

STATE'S ATTORNEY SIGNATURE: \_\_\_\_\_

STATE'S ATTORNEY COMMENTS: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

PORTFOLIO COMMISSIONER SIGNATURE: \_\_\_\_\_

Request for Quotes for Emergency Sheet Pile located on Cass 11 Bridge on the Rush River was received.

The bids were received as follows:

<u>Contractor</u>	<u>Total</u>
Industrial Builders, Inc.	\$287,313.69
Swingen Construction Company	\$293,218.15

**SUGGESTED MOTION:** AUTHORIZE CHAIRPERSON TO SIGN PURCHASE ORDER AND CONTRACT DOCUMENTS WITH INDUSTRIAL BUILDERS, INC. FOR THE CONTRACT FOR BRIDGE 9-131-19.0 ON CASS HIGHWAY 11 ON THE RUSH RIVER SUBJECT TO STATE'S ATTORNEYS APPROVAL.

**CASS COUNTY HIGHWAY DEPARTMENT  
CONTRACT**

This agreement made and entered into by Cass County, North Dakota, party of the first part, and **Industrial Builders, Inc., PO Box 406, Fargo, ND 58107** party of the second part (hereinafter called Contractor), WITNESSETH:

1. That for and in consideration of the payments to be made by the party of the first part, the contractor promises and agrees to furnish and deliver all labor, equipment, and materials, and to pay or cause to be paid as they become due, all claims for any work, labor, materials, equipment, including equipment rental or repair, and other supplies or insurance premiums, all of which are attributable to or utilized in and about the improvement and construction of **Emergency Sheet Pile**. In accordance and in conformity with the provisions of this contract, the project proposal, the standard specification, supplemental specifications, special provisions, and all of which are hereby made a part of this agreement as fully and to the same effect as if the same had been set forth in the body of this agreement. References in the Standard Specifications for Road and Bridge Construction, 2020 edition, to the North Dakota Department of Transportation or Department must be construed as referring to the owner. Likewise, a reference by the same works to engineer or director must be construed as referring to the owner of the project.

2. The party of the first part agrees and promises to pay to the Contractor for said work, when completed and accepted in accordance with the provisions of this contract, the price set forth in the said proposal, amounting approximately to **Two Hundred Eighty Seven Thousand, Three Hundred Thirteen Dollars and Sixty Nine Cents (\$287,313.69)** payments to be made as provided in said specifications upon presentation of the proper certificates of the County Engineer, or his representatives, and under the terms of this contract.

3. The said work shall be done in accordance with the terms of this contract, and the laws of the State of North Dakota, under direct supervision and to the entire satisfaction of the County Highway Department, subject at all times to the inspection and approval of the engineer.

4. The decision of the engineer upon questions connected with the execution of this agreement or any failure or delay in the prosecution of the work by the Contractor shall be final and conclusive.

5. In the employment of labor, other things being equal, preference shall be given to honorably discharged Veterans of the Armed Forces, and bona fide North Dakota residents, as determined by NDCC Section 43-07-20.

6. The Contractor shall begin construction work when so ordered by the Cass County Highway Department and shall maintain at all times thereon a maximum and efficient working force necessary to complete the work within the time established by this contract.

IN WITNESS THEREOF, the parties to this contract have set their hands and seal this \_\_\_\_ day of \_\_\_\_\_ 2021.

CASS COUNTY NORTH DAKOTA

\_\_\_\_\_  
Chairperson, Cass County Board of Commissioners

\_\_\_\_\_  
Contractor

WITNESS TO CONTRACTOR'S SIGNATURE

\_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

CASS COUNTY HIGHWAY DEPARTMENT  
CONTRACT BOND

Project No. Emergency Sheet Pile

KNOW ALL PERSONS BY THESE PRESENTS, that we Industrial Builders, Inc., PO Box 406, Fargo, ND 58107

as principal, and \_\_\_\_\_

NAME AND ADDRESS OF SURETY

\_\_\_\_\_

as surety, are held and firmly bound unto Cass County, North Dakota, as owner in the penal sum of **Two Hundred Eighty Seven Thousand, Three Hundred Thirteen Dollars and Sixty Nine Cents (\$287,313.69)** for the use of the owner and also for the use of any person having any lawful claim against the principal or any subcontractor on account of labor or supplies or materials as set forth in the conditions hereof; for the payment of which well and truly to be made we jointly and severally bind ourselves, and each of our heirs, executors, administrators, and successors, firmly by these presents.

WHEREAS, said principal has entered into a written contract with the owner for: \_\_\_\_\_

\_\_\_\_\_ ;  
Type of Work: **Emergency Bridge Repair**

Emergency Sheet Pile, in Cass County, North Dakota, which contract and incorporated plans and specifications are by this reference made a part hereof, and are hereinafter referred to as the contract.

**NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS THAT** if the principal shall: (1) perform all the terms, covenants and conditions of said contract; (2) protect the owner against any loss or damage from any cause arising out of said contract; (3) pay or cause to be paid all bills and claims against the principal or any subcontractor on account of labor or services performed and all materials, equipment or supplies furnished, whether directly or indirectly arising out of the performance of said contract; (4) pay all insurance premiums and all items for which payment under the terms of the contract is to be made or guaranteed by the principal; (5) have made or will make, prior to the commencement of any work by the principal or any subcontractor under such contract, full and true report to the Worker's Compensation Bureau of the payroll expenditures for the employees to be engaged in such work, and that the principal has paid, or will pay, the premium thereon prior to the commencement of such work; (6) pay or cause to be paid all contributions due to the Unemployment Compensation Division; and (7) pay or cause to be paid any and all taxes that may be assessed or levied or to be a charge against such contractor or any subcontractor under such contract by the state or any of its subdivisions; then this obligation shall be null and void; otherwise it will remain in full force and effect.

And the said surety hereby stipulates and agrees that any change, extension, alteration, deduction or addition, with or without notice to the surety, in or to the terms of said contract or the plans or the specifications accompanying the same as provided for therein, shall not in anywise affect the obligation and liability of said surety on this bond.

SIGNED and SEALED this \_\_\_\_\_ day of \_\_\_\_\_ 2021.

\_\_\_\_\_  
PRINCIPAL

(SEAL OF PRINCIPAL)

By: \_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_  
SURETY

\_\_\_\_\_  
COMPLETE MAILING ADDRESS

(SEAL OF SURETY)

By: \_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_  
COMPLETE MAILING ADDRESS

**IMPORTANT NOTICE**

An individual doing business under a firm name must give both names, and the individual shall designate himself as sole owner.

If a partnership, so state, and at least one member of such partnership must sign.

If a corporation, the full corporate name must be used and the execution must be by an officer of the corporation.

Any other person executing for the principal or surety must attach a power of attorney.

**NOTICE TO SURETY**

**Section 26.1-03-01, N.D.C.C. Provides:**

**"Limitation on risks acceptable by company.** An insurance company transacting an insurance business in this state may not expose itself to loss on any one risk or hazard to an amount exceeding ten percent of its paid-up capital and surplus if a stock company, or ten percent of its surplus if a mutual company, unless the excess is reinsured."

If excess reinsurance agreements are required on this bond, an affidavit executed by an officer of the surety shall be attached, stating that such reinsurance agreements have been entered into and are in effect at the time the bond is executed, giving the name an address of all companies with whom such agreements have been entered, and that copies of such reinsurance agreements will be furnished to the North Dakota commissioner of insurance.

**ACKNOWLEDGMENT OF PRINCIPAL**

State of \_\_\_\_\_

ss.

County of \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_ 2021, before me a notary public in and for the state of

\_\_\_\_\_, personally appeared \_\_\_\_\_, known to me to be

(title) of the principal described in the within instrument and who executed the same and acknowledged to me that the same was executed for and on behalf of said principal.

\_\_\_\_\_

Notary Public, State of \_\_\_\_\_

\_\_\_\_\_  
(Notary Public must print or type name here.)

(NOTARY SEAL)

My Commission expires \_\_\_\_\_

**ACKNOWLEDGMENT OF SURETY**

State of \_\_\_\_\_

SS.

County of \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_ 2021, before me a notary public in and for the state of \_\_\_\_\_, personally appeared \_\_\_\_\_, known to me to be (title) of the surety described in the within instrument and who executed the same and acknowledged to me that the same was executed for and on behalf of said surety.

\_\_\_\_\_  
Notary Public, State of \_\_\_\_\_

\_\_\_\_\_  
(Notary Public must print or type name here.)

(NOTARY SEAL)

My commission expires \_\_\_\_\_

Approved as to form this \_\_\_\_\_ day of \_\_\_\_\_ 2021.

\_\_\_\_\_  
Cass County States Attorney

Approved by owner this \_\_\_\_\_ day of \_\_\_\_\_ 2021.

By \_\_\_\_\_  
Chairperson, Cass County Board of Commissioners



# Industrial Builders, Inc.

PAUL W. DIEDERICH, PRESIDENT  
 DONN O. DIEDERICH, EXECUTIVE VICE PRESIDENT



## General Contractors

PHONE 701/282-4977 FAX 701/281-1409  
 P.O. BOX 406 FARGO, NORTH DAKOTA 58107-0406

DATE: October 12, 2021  
 PROJECT: PZ27 Sheetpile Wall w/Waler & Helical Tiebacks - Prosper, ND  
 COUNTY: Cass  
 TYPE OF WORK: PZ27 Sheetpile Wall w/Waler & Helical Tiebacks - Prosper, ND

**SCOPE OF WORK:**

Sheetpile Wall: Supply and install 100 LF (4,000 SF) of permanent shoring, based on the use of used PZ27 sheeting. Scope based on installation of 40' long sheets. Work to be performed from existing roadway surface.

Waler/Tiebacks: Supply and installation of 16 EA (400 LF) galvanized helical tiebacks consisting of 1.75" RCS shafts, with 10/12/14" helix configuration and 100 LF of double c-channel waler. The waler would consist of 2ea C15x33.9 channels, attached together with 4"x8"x1/4" plates, and installed in ~20-ft sections.

Guardrail should be able to remain in place for duration of the work. Traffic control setup will close the SB lane during working hours, and traffic will take turns passing through the jobsite, at 25mph, controlled by flaggers on each end. Actual flagging hours to be billed as incurred.

001	Mobilization	1	LS	\$35,000.00	\$34,969.00
002	Install PZ27 Sheeting	4000	SF	\$31.00	\$124,000.00
003	Traffic Control	1.000	LS	\$8,500.00	\$8,500.00
004	Flagging	300.000	MHR	\$40.00	\$12,000.00
005	Install Helicals	16.000	EA	\$2,500.00	\$40,000.00
006	Waler & Secure Tiebacks	100.000	LF	\$650.00	\$65,000.00
TOTAL SUM BID					\$284,469.00

**TERMS AND CONDITIONS:**

- 1.) Sheeting anticipated to be installed near existing asphalt elevation, and tight behind guardrail alignment
- 2.) Material wedge from top of existing sheeting back to new sheeting removed and disposed on site to make room for waler/tieback system.
- 3.) If bond is required add 1.0%.
- 4.) Excludes: Engineering, permits, survey, testing, dewatering, site resotation, etc.
- 5.) All items are tied.
- 6.) This quote will be incorporated as a referenced document in any subcontract agreement.
- 7.) IBI will not be held responsible for adjacent property damage due to pile driving operations
- 8.) We anticipate approximately one (1) week for completion of work.
- 9.) IBI reserves the right to modify this proposal if not accepted within fifteen (15) days. Material quoted from November mill rolling, subject to prior sale and additional mill increases in effect at the time of shipment.

*Industrial Builders, Inc.*

Signature: \_\_\_\_\_

Aaron Maley, Project Manager

Cell # 701-840-1955



# PURCHASE ORDER

PAGE: 1  
 P.O. NO.: 148956  
 DATE: 10/26/21

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

INDUSTRIAL BUILDERS, INC.  
 PO BOX 406  
 FARGO, ND 58107-0406

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

VENDOR NO.		2198			
DELIVER BY	SHIP VIA	F.O.B.	TERMS		
10/26/21			NET		
CONFIRM BY		CONFIRM TO		REQUISITIONED BY	
ROGER HABERMAN		HALLAND, SHARI K		JASON BENSON	
FREIGHT	CONTRACT NO.	ACCOUNT NO.	PROJECT	REQ. NO.	REQ. DATE
		211-4001-431.45-75	CH2103	IBI	10/26/21
LINE NO.	QUANTITY	UOM	ITEM NO. AND DESCRIPTION	UNIT COST	EXTENDED COST
1	287313.69	EA	EMERGENCY WORK ON CASS 11 BRIDGE ON RUSH RIVER	1.0000	287313.69
SUB-TOTAL					287313.69

287313.69



AUTHORIZED BY \_\_\_\_\_  
 COUNTY OFFICIAL