



## 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: December 22, 2022

SUBJECT: Consent Agenda Item for January 3rd, 2023 Commission Meeting: CH2302 & CB2304 - Grading, Base, Surfacing, Structure Replacement and Incidentals On Cass County Highway 17; From 1,576' South And 4,856' North Of 64th Ave S & 64th Ave S; From 383' West And 610' East Of Cass County Highway 17.

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Attached are the contract documents with Northern Improvement Company for Grading, Base, Surfacing, Structure Replacement and Incidentals on Cass County Highway 17; From 1,576' South and 4,856' North of 64th Ave S & 64th Ave S; From 383' West and 610' East of Cass County Highway 17 in Cass County, North Dakota

This project came in over what was budgeted in our 2023 budget. We plan on seeing how bids come in on the rest of our projects for the 2023 construction season and having a budget adjustment in place, if necessary, before any billing would take place.

**SUGGESTED MOTION:** AUTHORIZE CHAIRPERSON TO SIGN PURCHASE ORDER AND CONTRACT DOCUMENTS WITH NORTHERN IMPROVEMENT COMPANY FOR THE GRADING, BASE, SURFACING, STRUCTURE REPLACEMENT AND INCIDENTALS ON THE CASS COUNTY HIGHWAY STATED ABOVE 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**

**REQUIRED BY DEPARTMENT:**

DEPARTMENT: Highway DATE OF REQUEST: 12-28-2022

COMPANY REQUESTING CONTRACT: Northern Improvement

BRIEF PROJECT DESCRIPTION: Improvements near County Highway 17

NEW CONTRACT OR  CONTRACT RENEWAL

**REQUIRED BY STATE'S ATTORNEY OFFICE:**

STATE'S ATTORNEY SIGNATURE: *Mathin Naumann*

STATE'S ATTORNEY COMMENTS:

Approved as to form.

\_\_\_\_\_  
\_\_\_\_\_

# CONTRACT APPROVAL REQUEST

COMPANY REQUESTING CONTRACT:

**Northern Improvement Company, PO Box 2846, Fargo, ND 58108**

DATE OF REQUEST: December 22, 2022

DATE OF EXPECTED RETURN TO THE COMMISSION OFFICE: January 3, 2023

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

STATE'S ATTORNEY SIGNATURE: *Justin Nauman*

STATE'S ATTORNEY COMMENTS: Approved as to form.

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

Request for bids for Grading, Base, Surfacing, Structure Replacement and Incidentals on Cass County Highway 17; From 1,576' South and 4,856' North of 64th Ave S & 64th Ave S; From 383' West and 610' East of Cass County Highway 17 in Cass County, North Dakota was received.

<u>Engineer's Estimate</u>	<u>CH2302&amp;CB2304</u>	<u>Total</u>
	\$5,056,457.00	\$5,056,457.00

The bids were received as follows:

<u>Contractor</u>	<u>CH2302&amp;CB2304</u>	<u>Total</u>
Northern Improvement Co.	\$5,626,333.59	\$5,626,333.59
Gladen Construction, Inc.	\$5,682,463.98	\$5,682,463.98
Park Construction Co.	\$5,963,269.74	\$5,963,269.74
Border States Paving	\$5,980,685.94	\$5,980,685.94
R.J. Zavoral and Sons, Inc.	\$6,969,399.27	\$6,969,399.27
Mark Sand & Gravel Co.	\$7,546,906.82	\$7,546,906.82

**SUGGESTED MOTION:** AUTHORIZE CHAIRPERSON TO SIGN PURCHASE ORDER AND CONTRACT DOCUMENTS WITH NORTHERN IMPROVEMENT COMPANY FOR THE GRADING, BASE, SURFACING, STRUCTURE REPLACEMENT AND INCIDENTALS ON THE CASS COUNTY HIGHWAY STATED ABOVE 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 **Northern Improvement Company, PO Box 2846, Fargo, ND 58108** 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 **Project CH2302&CB2304**. 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, 2022 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 **Five Million, Six Hundred Twenty Six Thousand, Three Hundred Thirty Three Dollars and Fifty Nine Cents (\$5,626,333.59)** 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 \_\_\_\_\_ 2023.

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. CH2302&CB2304

KNOW ALL PERSONS BY THESE PRESENTS, that we Northern Improvement Company, PO Box 2846, Fargo, ND

58108 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 **Five Million, Six Hundred Twenty Six Thousand, Three Hundred Thirty Three Dollars and Fifty Nine Cents (\$5,626,333.59)** 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: **Grading, Base, Surfacing, Structure Replacement and Incidentals**

CH2302&CB2304, 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 \_\_\_\_\_ 2023.

(SEAL OF PRINCIPAL)

\_\_\_\_\_  
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 \_\_\_\_\_ 2023, 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 \_\_\_\_\_ 2023, 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 \_\_\_\_\_ 2023.

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

Approved by owner this \_\_\_\_\_ day of \_\_\_\_\_ 2023.

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

