

CONTRACT APPROVAL

SUGGESTED MOTION:

Move to approve the following contracts submitted by respective department head, subject to State's Attorney approval, and authorize the Chairman to sign.

Received as of February 3, 2022:

- John Riley Construction, Inc.—contract documents for reinforced concrete box installation in Clifton Township and Everest Township;
- Industrial Builders, Inc.—contract documents for bridge replacement on Cass Highway 22 in Raymond Township;
- Muscha Pavement Marking, Inc.—contract documents for county wide pavement marking



Highway Department

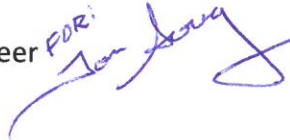
Jason Benson, P.E.
County Engineer

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

Blaine Laaveg
Superintendent

MEMORANDUM

TO: Cass County Commission

FROM: Jason Benson, Cass County Engineer *PDR* 

DATE: January 26, 2023

SUBJECT: Consent Agenda Item for February 6, 2023 Commission Meeting: RCB Installation (TB2502 & TB1601)

Attached are the contract documents with John Riley Construction, Inc. for RCB Installation in sections 3/10 Clifton Twp (TB2502) & 1 Everest/6 Durbin Twp (TB1601) of Cass County.

SUGGESTED MOTION: AUTHORIZE CHAIRPERSON TO SIGN PURCHASE ORDER AND CONTRACT DOCUMENTS WITH JOHN RILEY CONSTRUCTION, INC. FOR THE RCB INSTALLATION ON THE TOWNSHIP SECTIONS STATED ABOVE SUBJECT TO STATE'S ATTORNEYS APPROVAL.

J:\Admin-Eng\Commission Corrsp\2023 Commission Correspondence\TB2502 & TB1601 RCB INSTALLATION\Consent Agenda Memo John Riley Co. TB2502 & TB1601.doc.docx

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

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

CONTRACT APPROVAL REQUEST

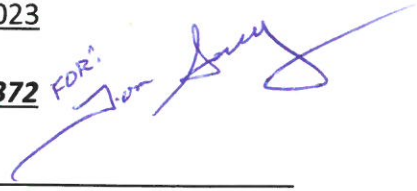
COMPANY REQUESTING CONTRACT:

John Riley Construction, Inc., PO Box 535, Morris, MN 56267

DATE OF REQUEST: January 26, 2023

DATE OF EXPECTED RETURN TO THE COMMISSION OFFICE: February 6, 2023

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



STATE'S ATTORNEY SIGNATURE: _____

STATE'S ATTORNEY COMMENTS: _____

PORTFOLIO COMMISSIONER SIGNATURE: _____

Request for bids for RCB Installation in sections 3/10 Clifton Twp (TB2502) & 1 Everest/6 Durbin Twp (TB1601) of Cass County was received.

<u>Engineer's Estimate</u>	<u>TB2502</u>	<u>TB1601</u>	<u>GRAND TOTOAL</u>
	\$742,426.50	\$249,610.00	\$992,036.50

The Bids were received as follows:

	<u>TB2502</u>	<u>TB1601</u>	<u>GRAND TOTAL</u>
John Riley Construction, Inc	\$317,801.00	\$165,640.00	\$483,441.00
Gladen Construction	\$599,818.35	\$213,640.00	\$813,458.35
Midwest Contracting LLC	\$630,044.60	\$210,016.00	\$840,060.60

SUGGESTED MOTION: AUTHORIZE CHAIRPERSON TO SIGN PURCHASE ORDER AND CONTRACT DOCUMENTS WITH JOHN RILEY CONSTRUCTION, INC. FOR THE RCB INSTALLATION ON THE TOWNSHIP SECTIONS 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, **John Riley Construction, Inc., PO Box 535, Morris, MN 56267** 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 **TB2502 & TB1601** 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 **Four Hundred Eighty Three Thousand, Four Hundred Forty One Dollars and Zero Cents (\$483,441.00)** 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 Nos. TB2502 & TB1601

KNOW ALL PERSONS BY THESE PRESENTS, that we John Riley Construction, Inc., PO Box 535, Morris, MN 56267

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 **Four Hundred Eighty Three Thousand, Four Hundred Forty One Dollars and Zero Cents (\$483,441.00)** 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: RCB Installation

TB2502 & TB1601, 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.

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 _____ 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



PURCHASE ORDER

PAGE: 1
 P.O. NO.: 154000
 DATE: 01/27/23

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

RILEY BROS CONSTRUCTION
 PO BOX 535
 MORRIS, MN 56267

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

VENDOR NO.								
8869								
DELIVER BY		SHIP VIA		F.O.B.		TERMS		
01/27/23						NET		
CONFIRM BY			CONFIRM TO			REQUISITIONED BY		
			HALLAND, SHARI K			JASON BENSON		
FREIGHT		CONTRACT NO.	ACCOUNT NO.		PROJECT	REQ. NO.	REQ. DATE	
			211-4001-431.45-50		TB2502	RILEY	01/27/23	
LINE NO.	QUANTITY	UOM	ITEM NO. AND DESCRIPTION			UNIT COST	EXTENDED COST	
1	317801.00	EA	RCB INSTALLATION			1.0000	317801.00	
						SUB-TOTAL	317801.00	
							317801.00	

AUTHORIZED BY _____ COUNTY OFFICIAL



PURCHASE ORDER

PAGE: 1
 P.O. NO.: 154001
 DATE: 01/27/23

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

RILEY BROS CONSTRUCTION
 PO BOX 535
 MORRIS, MN 56267

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

VENDOR NO.		SHIP VIA		F.O.B.		TERMS					
8869						NET					
DELIVER BY		CONFIRM BY		CONFIRM TO		REQUISITIONED BY					
01/27/23				HALLAND, SHARI K		JASON BENSON					
FREIGHT		CONTRACT NO.		ACCOUNT NO.		PROJECT		REQ. NO.		REQ. DATE	
				211-4001-431.45-50		TB1601		RILEY		01/27/23	

LINE NO.	QUANTITY	UOM	ITEM NO. AND DESCRIPTION	UNIT COST	EXTENDED COST
1	165640.00	EA	RCB INSTALLATION	1.0000	165640.00
SUB-TOTAL					165640.00



165640.00

AUTHORIZED BY _____
 COUNTY OFFICIAL



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 *FOR: Jason Benson*

DATE: January 26, 2023

SUBJECT: Consent Agenda Item for February 6, 2023 Commission Meeting: CB2307 Bridge Replacement

Attached are the contract documents with Industrial Builders, Inc. for Bridge Removal, 90' Prestressed Box Beam Bridge, Grading, Aggregate Base, Hma, Guardrail, & Incidentals Over the Rush River In Sections 6/7 Raymond Township on Cass County Highway 22.

SUGGESTED MOTION: AUTHORIZE CHAIRPERSON TO SIGN PURCHASE ORDER AND CONTRACT DOCUMENTS WITH INDUSTRIAL BUILDERS, INC. FOR THE BRIDGE REPLACEMENT IN CASS COUNTY AS 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

J:\Admin-Eng\Commission Corrsp\2023 Commission Correspondence\CB2307 BRIDGE REPLACEMENT C22 6-7 RAYMOND
TWP\Agenda Memo CB2307 Industrial Builders.docx.docx

CONTRACT APPROVAL REQUEST

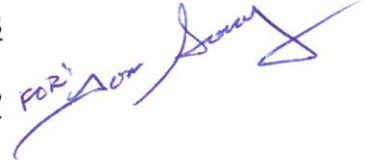
COMPANY REQUESTING CONTRACT:

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

DATE OF REQUEST: January 26, 2023

DATE OF EXPECTED RETURN TO THE COMMISSION OFFICE: February 6, 2023

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



STATE'S ATTORNEY SIGNATURE: _____

STATE'S ATTORNEY COMMENTS: _____

PORTFOLIO COMMISSIONER SIGNATURE: _____

Request for bids for Bridge Removal, 90' Prestressed Box Beam Bridge, Grading, Aggregate Base, Hma, Guardrail, & Incidentals Over the Rush River In Sections 6/7 Raymond Township on Cass County Highway 22 was received.

<u>Engineer's Estimate</u>	<u>CB2307</u>	<u>Total</u>
	\$1,574,346.50	\$1,574,346.50

The bids were received as follows:

<u>Contractor</u>	<u>CB2307</u>	<u>Total</u>
Industrial Builders, Inc.	\$1,267,692.28	\$1,267,692.28

SUGGESTED MOTION: AUTHORIZE CHAIRPERSON TO SIGN PURCHASE ORDER AND CONTRACT DOCUMENTS WITH INDUSTRIAL BUILDERS, INC., FOR THE BRIDGE REPLACEMENT IN CASS COUNTY AS STATED ABOVE SUBJECT TO STATE'S ATTORNEYS APPROVAL.



PURCHASE ORDER

PAGE: 1
 P.O. NO.: 153992
 DATE: 01/27/23

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		
01/27/23			NET		
CONFIRM BY		CONFIRM TO		REQUISITIONED BY	
ROGER HABERMAN		HALLAND, SHARI K		JASON BENSON	
FREIGHT	CONTRACT NO.	ACCOUNT NO.	PROJECT	REQ. NO.	REQ. DATE
		211-4001-431.45-50	CB2307IBI		01/27/23
LINE NO.	QUANTITY	UOM	ITEM NO. AND DESCRIPTION	UNIT COST	EXTENDED COST
1	1267692.28	EA	BRIDGE REMOVAL	1.0000	1267692.28
SUB-TOTAL					1267692.28

1267692.28



AUTHORIZED BY _____ COUNTY OFFICIAL

**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 **Project CB2307**. 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 **One Million, Two Hundred Sixty Seven Thousand, Six Hundred Ninety Two Dollars and Twenty Eight Cents (\$1,267,692.28)**, 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. CB2307

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 **One Million, Two Hundred Sixty Seven Thousand, Six Hundred Ninety Two Dollars and Twenty Eight Cents (\$1,267,692.28)** 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: **Bridge Replacement**

CB2307, 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



MEMORANDUM

**Highway
Department**

Jason Benson, P.E.
County Engineer

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

Blaine Laaveg
Superintendent

TO: Cass County Commission

FROM: Jason Benson, Cass County Engineer

DATE: February 2, 2023

SUBJECT: Consent Agenda Item for February 6, 2023 Commission Meeting: CH2305 Pavement Marking Installation

Attached are the contract documents with Muscha Pavement Marking, Inc. for Pavement Marking Installation on various Cass County Highways.

SUGGESTED MOTION: AUTHORIZE CHAIRPERSON TO SIGN PURCHASE ORDER AND CONTRACT DOCUMENTS WITH MUSCHA PAVEMENT MARKING, INC FOR THE PAVEMENT MARKING INSTALLATION ON THE CASS COUNTY HIGHWAYS STATED ABOVE SUBJECT TO STATE'S ATTORNEYS APPROVAL.

J:\Admin-Eng\Commission Corrsp\2023 Commission Correspondence\CH2305 PAVEMENT MARKING\Consent Agenda Memo Muscha Pavement Marking Inc Pavement Marking CH2305.doc.docx

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

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

CONTRACT APPROVAL REQUEST

COMPANY REQUESTING CONTRACT:

Muscha Pavement Marking, Inc., 16545 70th St SE, Colfax, ND 58018

DATE OF REQUEST: February 2, 2023

DATE OF EXPECTED RETURN TO THE COMMISSION OFFICE: February 6, 2023

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

STATE'S ATTORNEY SIGNATURE: _____

STATE'S ATTORNEY COMMENTS: _____

PORTFOLIO COMMISSIONER SIGNATURE: _____

Request for bids for Pavement Marking Installation located on various Cass County Highways was received.

<u>Engineer's Estimate</u>	<u>CH2305</u>	<u>Total</u>
	\$326,755.80	\$326,755.80

The bids were received as follows:

<u>Contractor</u>	<u>CH2305</u>	<u>Total</u>
Muscha Pavement Marking, Inc	\$357,913.85	\$357,913.85
NorthStar Safety, Inc.	\$365,371.65	\$365,371.65

SUGGESTED MOTION: AUTHORIZE CHAIRPERSON TO SIGN PURCHASE ORDER AND CONTRACT DOCUMENTS WITH MUSCHA PAVEMENT MARKING, INC FOR THE PAVEMENT MARKING INSTALLATION ON THE CASS COUNTY HIGHWAYS STATED ABOVE SUBJECT TO STATE'S ATTORNEYS APPROVAL.

CASS COUNTY HIGHWAY DEPARTMENT
CONTRACT BOND

Project No. CH2305

KNOW ALL PERSONS BY THESE PRESENTS, that we Muscha Pavement Marking, Inc., 16545 70th St SE, Colfax,

ND 58018 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 **Three Hundred Fifty Seven Thousand, Nine Hundred Thirteen Dollars and Eighty Five Cents (\$357,913.85)** 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: **Pavement Marking Installation**

CH2305, 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

**CASS COUNTY HIGHWAY DEPARTMENT
CONTRACT**

This agreement made and entered into by Cass County, North Dakota, party of the first part, and **Muscha Pavement Marking, Inc., 16545 70th St SE, Colfax, ND 58018** 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 **Projects CH2305**. 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 **Three Hundred Fifty Seven Thousand, Nine Hundred Thirteen Dollars and Eighty Five Cents (\$357,913.85)** 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 _____

