

**County
Administrator**

Robert W. Wilson
701-241-5770

wilsonro@casscountynd.gov

M E M O

TO: Cass County Board of Commissioners
FROM: Robert Wilson
DATE: February 10, 2020
SUBJECT: Purchase Order – Annex Fire Alarm Panel Replacement

The 2020 budget includes funds to replace a fire alarm panel at the Cass County Annex. The fire alarm system for all of the county buildings is through Simplex. Buildings and Grounds obtained a quote from Johnson Controls, the local vendor that supplies part for Simplex equipment. The cost is \$19,396.00.

There have been problems with the fire alarms malfunctioning over the past year, and the Fargo Fire Marshall said the issue needs to be resolved. The entire panel needs to be replaced because parts are no longer available.

Please let me know if you have any questions.

Respectfully Submitted,

Robert W. Wilson
County Administrator

SUGGESTED MOTION:

Authorize Chair to sign the purchase order with Johnson Controls in the amount of \$19,396.00 for a fire alarm replacement panel at the Cass County Annex.

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

www.casscountynd.gov



PURCHASE ORDER

PAGE: 1
 142636
 P.O. NO.:
 DATE 02/07/20

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

JOHNSON CONTROLS, INC.
 PO BOX 730068
 DALLAS, TX 75373-0068

SHIP TO: CASS COUNTY GOVERNMENT
 COUNTY AUDITOR
 211 9TH ST S
 FARGO, ND 58103

VENDOR NO.							
5802							
DELIVER BY	SHIP VIA	F.O.B.		TERMS			
02/07/20				NET			
CONFIRM BY		CONFIRM TO		REQUISITIONED BY			
		PAPENFUSS, WYATT		GARTNER, GENE			
FREIGHT	CONTRACT NO.	ACCOUNT NO.	PROJECT	REQ. NO.	REQ. DATE		
		101-1505-411.47-01		JOHNSONCON	02/07/20		

LINE NO.	QUANTITY	UOM	ITEM NO. AND DESCRIPTION	UNIT COST	EXTENDED COST
1	1.00	EA	ANNEX FIRE PANEL UPGRADE	19396.0000	19396.00
SUB-TOTAL					19396.00



19396.00

AUTHORIZED BY _____
 COUNTY OFFICIAL



2821 FIECHTNER DR S
 FARGO, ND 58103
 (701) 237 6712
 FAX: (701) 280 2955

Johnson Controls Quotation

TO:
 Cass County Courthouse
 211 9th St S
 Po Box 2806
 FARGO, ND 58108-2806

Project: Cass County Annex Panel Upgrade
 Customer Reference:
 Johnson Controls Reference: 385441298
 Proposal #: P39112-000540
 Date: 01/29/2020
 Page 1 of 5

Johnson Controls is pleased to offer for your consideration this quotation for the above project.

QUANTITY	MODEL NUMBER	DESCRIPTION
Annex Panel Only		
1	4100-9111	4100ES PRECONFIG DOMESTIC 120V
1	4100-0634	POWER DISTRIBUTION MODULE 120V
8	4100-1279	2 BLANK DISPLAY MODULE
1	4100-2300	EXPANSION BAY (PHASE 10 ONLY)
1	4100-2302	8 SLOT EXP BAY FILLER PANEL
1	4100-2303	LEGACY CARD STABILIZER BRKT
2	4100-3102	MAPNET MODULE, UP TO 127 PTS
1	4100-3206	8 POINT 3 AMP AUX RELAY MODULE
1	4100-6052	EVENT/POINT REPORTING DACT
2	4100-6056	NETWORK MEDIA CARD WIRED
1	4100-6078	NETWORK IFC CARD, MODULAR
1	41002153	INDICATOR ONLY 3 BAY GLASS
1	41007905	FACTORY BUILT-MAIN CONFIGURED
1	2975-9443	3 BAY BB/GDOOR/DRESS PNL RED
2	2081-9276	BATTERY 33AH
1	4603-9101	LCD ANNUNCIATOR
1	DPIM	INSTALLATION MATERIALS
1	ETHEDROP	ETHERNET-NETWORK COMPATIBLE

Total net selling price, FOB shipping point, \$19,396.00

Comments

Option is for a panel only upgrade for the Annex Building. With this option, the existing Simplex 4020 would be removed and replaced with a new Simplex 4100ES with standard notification. This option would not include voice annunciation or new speaker strobes in the field. Option would allow for future upgrades to voice, but that is not included in this pricing at this time.

Annex option also includes a new annunciator panel to be installed as the existing annunciator panel will not operate with the new fire alarm panel.

THIS QUOTATION AND ANY RESULTING CONTRACT SHALL BE SUBJECT TO THE GENERAL TERMS AND CONDITIONS ATTACHED HERETO.

Fire, Security, Communications, Sales & Service
 Offices & Representatives in Principal Cities throughout North America



Johnson Controls Quotation

Comments (continued)

Above option does not include labor to install equipment or cabling, this will need to be done by an electrical contractor hired by the owner.

Proposal does not include cable.

Does not include tax.

TERMS AND CONDITIONS (Rev. 3/19)

1. Payment. Payments shall be invoiced and due in accordance with the terms and conditions set forth above. Work performed on a time and material basis shall be at Company's then-prevailing rate for material, labor, and related items, in effect at the time supplied under this Agreement. Company shall invoice Customer for progress payments to one hundred (100%) percent based upon equipment delivered or stored, and services performed. In the event project duration exceeds one month, Company reserves the right to submit partial invoices for progress payments for work completed at the project site. Customer agrees to pay any progress invoices in accordance with the payment terms set forth herein. In exchange for close-out documents to be provided by Company, Customer agrees to pay Company the remaining project balance when on-site labor is completed and prior to any final inspections. Customers without established satisfactory credit shall make payments of cash in advance, upon delivery or as otherwise specified by Company. Where Customer establishes and maintains satisfactory credit, payments shall be due and payable thirty (30) days from date of invoice. Company reserves the right to revoke or modify Customer's credit in its sole discretion. Customer's failure to make payment when due is a material breach of this Agreement. If Customer fails to make any payment when due, in addition to any other rights and remedies available, Company shall have the right, at Company's sole discretion, to stop performing any Services and/or withhold further deliveries of materials, until the account is current. In the event payment is not received when due, Company may, at its discretion, assess late fees at the rate of 1.5% per month or the maximum rate allowed by law. Customer agrees to pay all costs of collection, including without limitation costs, fees, and attorneys' fees.

2. Deposit. Customer agrees to pay a deposit equal to 30% of the project sell price (pre-tax) prior to Company providing any labor or materials on the project. Company will generate an invoice for the 30% deposit within three (3) business days after Company's receipt of a written agreement or order from Customer. Company will not commence work until receipt of the deposit

3. Pricing. The pricing set forth in this Agreement is based on the number of devices to be installed and services to be performed as set forth in the Scope of Work ("Equipment" and "Services"). If the actual number of devices installed or services to be performed is greater than that set forth in the Scope of Work, the price will be increased accordingly. If this Agreement extends beyond one year, Company may increase prices upon notice to the Customer. Customer agrees to pay all taxes, permits, and other charges, including but not limited to state and local sales and excise taxes, however designated, levied or based on the service charges pursuant to this Agreement. Prices in any quotation or proposal from Company are subject to change upon notice sent to Customer at any time before the quotation or proposal has been accepted. Prices for products covered may be adjusted by Company, upon notice to Customer at any time prior to shipment, to reflect any increase in Company's cost of raw materials (e.g., steel, aluminum) incurred by Company after issuance of Company's applicable proposal or quotation.

4. Alarm Monitoring Services. Any reference to alarm monitoring services in this Agreement is included for pricing purposes only. Alarm monitoring services are performed pursuant to the terms and conditions of Company's standard alarm monitoring services agreement.

5. Code Compliance. Company does not undertake an obligation to inspect for compliance with laws or regulations unless specifically stated in the Scope of Work. Customer acknowledges that the Authority Having Jurisdiction (e.g. Fire Marshal) may establish additional requirements for compliance with local codes. Any additional services or equipment required

will be provided at an additional cost to Customer.

6. Limitation of Liability; Limitations of Remedy. It is understood and agreed by the Customer that Company is not an insurer and that insurance coverage shall be obtained by the Customer and that amounts payable to company hereunder are based upon the value of the services and the scope of liability set forth in this Agreement and are unrelated to the value of the Customer's property and the property of others located on the premises. Customer agrees to look exclusively to the Customer's insurer to recover for injuries or damage in the event of any loss or injury and that Customer releases and waives all right of recovery against Company arising by way of subrogation. Company makes no guaranty or Warranty, including any implied warranty of merchantability or fitness for a particular purpose that equipment or services supplied by Company will detect or avert occurrences or the consequences therefrom that the equipment or service was designed to detect or avert. It is impractical and extremely difficult to fix the actual damages, if any, which may proximately result from failure on the part of Company to perform any of its obligations under this Agreement. Accordingly, Customer agrees that, Company shall be exempt from liability for any loss, damage or injury arising directly or indirectly from occurrences, or the consequences therefrom, which the equipment or service was designed to detect or avert. Should Company be found liable for any loss, damage or injury arising from a failure of the equipment or service in any respect, Company's liability shall be limited to an amount equal to the Agreement price (as increased by the price for any additional work) or where the time and material payment term is selected, Customer's time and material payments to Company. Where this Agreement covers multiple sites, liability shall be limited to the amount of the payments allocable to the site where the incident occurred. Such sum shall be complete and exclusive. **IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY DAMAGE, LOSS, INJURY, OR ANY OTHER CLAIM ARISING FROM ANY SERVICING, ALTERATIONS, MODIFICATIONS, CHANGES, OR MOVEMENTS OF THE COVERED SYSTEM(S) OR ANY OF ITS COMPONENT PARTS BY THE CUSTOMER OR ANY THIRD PARTY. COMPANY SHALL NOT BE LIABLE FOR INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO DAMAGES ARISING FROM THE USE, LOSS OF THE USE, PERFORMANCE, OR FAILURE OF THE COVERED SYSTEM(S) TO PERFORM.** The limitations of liability set forth in this Agreement shall inure to the benefit of all parents, subsidiaries and affiliates of company, whether direct or indirect, company's employees, agents, officers and directors.

7. Reciprocal Waiver of Claims (SAFETY Act). Certain of Company's systems and services have received Certification and/or Designation as Qualified Anti-Terrorism Technologies ("QATT") under the Support Anti-terrorism by Fostering Effective Technologies Act of 2002, 6 U.S.C. §§ 441-444 (the "SAFETY Act"). As required under 6 C.F.R. 25.5 (e), to the maximum extent permitted by law, Company and Customer hereby agree to waive their right to make any claims against the other for any losses, including business interruption losses, sustained by either party or their respective employees, resulting from an activity resulting from an "Act of Terrorism" as defined in 6 C.F.R. 25.2, when QATT have been deployed in defense against, response to, or recovery from such Act of Terrorism.

8. General Provisions. Customer has selected the service level desired after considering and balancing various levels of protection afforded, and their related costs. All work to be

performed by Company will be performed during normal working hours of normal working days (8:00 a.m. – 5:00 p.m., Monday through Friday, excluding Company holidays), as defined by Company, unless additional times are specifically described in this Agreement. Company will perform the services described in the Scope of Work section ("Services") for one or more system(s) or equipment as described in the Scope of Work section or the listed attachments ("Covered System(s)"). The Customer shall promptly notify Company of any malfunction in the Covered System(s) which comes to Customer's attention. This Agreement assumes the Covered System(s) are in operational and maintainable condition as of the Agreement date. If, upon initial inspection, Company determines that repairs are recommended, repair charges will be submitted for approval prior to any work. Should such repair work be declined Company shall be relieved from any and all liability arising therefrom. **UNLESS OTHERWISE SPECIFIED IN THIS AGREEMENT, ANY INSPECTION (AND, IF SPECIFIED, TESTING) PROVIDED UNDER THIS AGREEMENT DOES NOT INCLUDE ANY MAINTENANCE, REPAIRS, ALTERATIONS, REPLACEMENT OF PARTS, OR ANY FIELD ADJUSTMENTS WHATSOEVER, NOR DOES IT INCLUDE THE CORRECTION OF ANY DEFICIENCIES IDENTIFIED BY COMPANY TO CUSTOMER. COMPANY SHALL NOT BE RESPONSIBLE FOR EQUIPMENT FAILURE OCCURRING WHILE COMPANY IS IN THE PROCESS OF FOLLOWING ITS INSPECTION TECHNIQUES, WHERE THE FAILURE ALSO RESULTS FROM THE AGE OR OBSOLESCENCE OF THE ITEM OR DUE TO NORMAL WEAR AND TEAR. THIS AGREEMENT DOES NOT COVER SYSTEMS, EQUIPMENT, COMPONENTS OR PARTS THAT ARE BELOW GRADE, BEHIND WALLS OR OTHER OBSTRUCTIONS OR EXTERIOR TO THE BUILDING, ELECTRICAL WIRING, AND PIPING.**

9. Customer Responsibilities. Customer shall furnish all necessary facilities for performance of its work by Company, adequate space for storage and handling of materials, light, water, heat, heat tracing, electrical service, local telephone, watchman, and crane and elevator service and necessary permits. Where wet pipe system is installed, Customer shall supply and maintain sufficient heat to prevent freezing of the system. Customer shall promptly notify Company of any malfunction in the Covered System(s) which comes to Customer's attention. This Agreement assumes any existing system(s) are in operational and maintainable condition as of the Agreement date. If, upon initial inspection, Company determines that repairs are recommended, repair charges will be submitted for approval prior to any work. Should such repair work be declined Company shall be relieved from any and all liability arising therefrom. Customer shall further:

- supply required schematics and drawings unless they are to be supplied by Company in accordance with this Agreement;
- Provide a safe work environment, in the event of an emergency or Covered System(s) failure, take reasonable safety precautions to protect against personal injury, death, and property damage, continue such measures until the Covered System(s) are operational, and notify Company as soon as possible under the circumstances.
- Provide Company access to any system(s) to be serviced,
- Comply with all laws, codes, and regulations pertaining to the equipment and/or services provided under this agreement.

10. Excavation. In the event the Work includes excavation, Customer shall pay, as an extra to the contract price, the cost of any additional work performed by Company dues to water, quicksand, rock or other unforeseen condition or obstruction encountered or shoring required.

11. Structure and Site Conditions. While employees of Company will exercise reasonable care in this respect, Company shall be under not responsibility for loss or damage

due to the character, condition or use of foundations, walls, or other structures not erected by it or resulting from the excavation in proximity thereto, or for damage resulting from concealed piping, wiring, fixtures, or other equipment or condition of water pressure. All shoring or protection of foundation, walls or other structures subject to being disturbed by any excavation required hereunder shall be the responsibility of Customer. Customer shall have all things in readiness for installation including, without limitation, structure to support the sprinkler system and related equipment (including tanks), other materials, floor or suitable working base, connections and facilities for erection at the time the materials are delivered. In the event Customer fails to have all things in readiness at the time scheduled for receipt of materials, Customer shall reimburse Company for all expenses caused by such failure. Failure to make areas available to Company during performance in accordance with schedules that are the basis for Company's proposal shall be considered a failure to have things in readiness in accordance with the terms of this Agreement.

12. Confined Space. If access to confined space by Company is required for the performance of Services, Services shall be scheduled and performed in accordance with Company's then-current hourly rate.

13. Hazardous Materials. Customer represents that, except to the extent that Company has been given written notice of the following hazards prior to the execution of this Agreement, to the best of Customer's knowledge there is no:

- "permit confined space," as defined by OSHA,
- risk of infectious disease,
- need for air monitoring, respiratory protection, or other medical risk,
- asbestos, asbestos-containing material, formaldehyde or other potentially toxic or otherwise hazardous material contained in or on the surface of the floors, walls, ceilings, insulation or other structural components of the area of any building where work is required to be performed under this Agreement.

All of the above are hereinafter referred to as "Hazardous Conditions". Company shall have the right to rely on the representations listed above. If hazardous conditions are encountered by Company during the course of Company's work, the discovery of such materials shall constitute an event beyond Company's control and Company shall have no obligation to further perform in the area where the hazardous conditions exist until the area has been made safe by Customer as certified in writing by an independent testing agency, and Customer shall pay disruption expenses and re-mobilization expenses as determined by Company. This Agreement does not provide for the cost of capture, containment or disposal of any hazardous waste materials, or hazardous materials, encountered in any of the Covered System(s) and/or during performance of the Services. Said materials shall at all times remain the responsibility and property of Customer. Company shall not be responsible for the testing, removal or disposal of such hazardous materials.

14. OSHA Compliance. Customer shall indemnify and hold Company harmless from and against any and all claims, demands and/or damages arising in whole or in part from the enforcement of the Occupational Safety Health Act (and any amendments or changes thereto) unless said claims, demands or damages are a direct result of causes within the exclusive control of Company.

15. Interferences. Customer shall be responsible to coordinate the work of other trades (including but not limited to ducting, piping, and electrical) and for and additional costs incurred by Company arising out of interferences to Company's work caused by other trades.

16. Modifications and Substitutions. Company reserves the right to modify materials, including substituting materials of later design, providing that such modifications or substitutions will not materially affect the performance of the Covered System(s).

17. Changes, Alterations, Additions. Changes, alterations and additions to the Scope of Work, plans, specifications or

construction schedule shall be invalid unless approved in writing by Company. Should changes be approved by Company, that increase or decrease the cost of the work to Company, the parties shall agree, in writing, to the change in price prior to performance of any work. However, if no agreement is reached prior to the time for performance of said work, and Company elects to perform said work so as to avoid delays, then Company's estimate as to the value of said work shall be deemed accepted by Customer. In addition, Customer shall pay for all extra work requested by Customer or made necessary because of incompleteness or inaccuracy of plans or other information submitted by Customer with respect to the location, type of occupancy, or other details of the work to be performed. In the event the layout of Customer's facilities has been altered, or is altered by Customer prior to the completion of the Work, Customer shall advise Company, and prices, delivery and completion dates shall be changed by Company as may be required.

18. Commodities Availability. Company shall not be responsible for failure to provide services, deliver products, or otherwise perform work required by this Agreement due to lack of available steel products or products made from plastics or other commodities. In the event Company is unable, after reasonable commercial efforts, to acquire and provide steel products, or products made from plastics or other commodities, if required to perform work required by this Agreement, Customer hereby agrees that Company may terminate the Agreement, or the relevant portion of the Agreement, at no additional cost and without penalty. Customer agrees to pay Company in full for all work performed up to the time of any such termination.

19. Project Claims. Any claim of failure to perform against Company arising hereunder shall be deemed waived unless received by Company, in writing specifically setting forth the basis for such claim, within ten (10) days after such claims arises.

20. Backcharges. No charges shall be levied against Company unless seventy-two (72) hours prior written notice is given to Company to correct any alleged deficiencies which are alleged to necessitate such charges and unless such alleged deficiencies are solely and directly caused by Company.

21. System Equipment. The purchase of equipment or peripheral devices (including but not limited to smoke detectors, passive infrared detectors, card readers, sprinkler system components, extinguishers and hoses) from Company shall be subject to the terms and conditions of this Agreement. If, in Company's sole judgment, any peripheral device or other system equipment, which is attached to the Covered System(s), whether provided by Company or a third party, interferes with the proper operation of the Covered System(s), Customer shall remove or replace such device or equipment promptly upon notice from Company. Failure of Customer to remove or replace the device shall constitute a material breach of this Agreement. If Customer adds any third party device or equipment to the Covered System(s), Company shall not be responsible for any damage to or failure of the Covered System(s) caused in whole or in part by such device or equipment.

22. Reports. Where inspection and/or test services are selected, such inspection and/or test shall be completed on Company's then current Report form, which shall be given to Customer, and, where applicable, Company may submit a copy thereof to the local authority having jurisdiction. The Report and recommendations by Company are only advisory in nature and are intended to assist Customer in reducing the risk of loss to property by indicating obvious defects or impairments noted to the system and equipment inspected and/or tested. They are not intended to imply that no other defects or hazards exist or that all aspects of the Covered System(s), equipment, and components are under control at the time of inspection. Final responsibility for the condition and operation of the Covered System(s) and equipment and components lies with Customer.

23. Limited Warranty. Subject to the limitations below, Company warrants any equipment (as distinguished from the

Software) installed pursuant to this Agreement to be free from defects in material and workmanship under normal use for a period of one (1) year from the date of first beneficial use or all or any part of the Covered System(s) or 18 months after Equipment shipments, whichever is earlier, provided however, that Company's sole liability, and Customer's sole remedy, under this limited warranty shall be limited to the repair or replacement of the Equipment or any part thereof, which Company determines is defective, at Company's sole option and subject to the availability of service personnel and parts, as determined by Company. Company warrants expendable items, including, but not limited to, video and print heads, television camera tubes, video monitor displays tubes, batteries and certain other products in accordance with the applicable manufacturer's warranty. Company does not warrant devices designed to fail in protecting the System, such as, but not limited to, fuses and circuit breakers. Company warrants that any Company software described in this Agreement, as well as software contained in or sold as part of any Equipment described in this Agreement, will reasonably conform to its published specifications in effect at the time of delivery and for ninety (90) days after delivery. However, Customer agrees and acknowledges that the software may have inherent defects because of its complexity. Company's sole obligation with respect to software, and Customer's sole remedy, shall be to make available published modifications, designed to correct inherent defects, which become available during the warranty period. If Repair Services are included in this Agreement, Company warrants that its workmanship and material for repairs made pursuant to this Agreement will be free from defects for a period of ninety (90) days from the date of furnishing.

EXCEPT AS EXPRESSLY SET FORTH HEREIN, COMPANY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE SERVICES PERFORMED OR THE PRODUCTS, SYSTEMS OR EQUIPMENT, IF ANY, SUPPORTED HEREUNDER.

Warranty service will be performed during Company's normal working hours. If Customer requests warranty service at other than normal working hours, service will be performed at Company's then current rates for after hours services. All repairs or adjustments that are or may become necessary shall be performed by and authorized representative of Company. Any repairs, adjustments or interconnections performed by Customer or any third party shall void all warranties.

24. Indemnity. Customer agrees to indemnify, hold harmless and defend Company against any and all losses, damages, costs, including expert fees and costs, and expenses including reasonable defense costs, arising from any and all third party claims for personal injury, death, property damage or economic loss, including specifically any damages resulting from the exposure of workers to Hazardous Conditions whether or not Customer pre-notifies Company of the existence of said hazardous conditions, arising in any way from any act or omission of Customer or Company relating in any way to this Agreement, including but not limited to the Services under this Agreement, whether such claims are based upon contract, warranty, tort (including but not limited to active or passive negligence), strict liability or otherwise. Company reserves the right to select counsel to represent it in any such action.

25. Insurance. Customer shall name Company, its officers, employees, agents, subcontractors, suppliers, and representatives as additional insureds on Customer's general liability and auto liability policies.

26. Termination. Any termination under the terms of this Agreement shall be made in writing. In the event Customer terminates this Agreement prior to completion for any reason not arising solely from Company's performance or failure to perform, Customer understands and agrees that Company will incur costs of administration and preparation that are difficult to estimate or determine. Accordingly, should Customer terminate this Agreement as described above, Customer agrees to pay all



charges incurred for products and equipment installed and services performed, and in addition pay an amount equal to twenty (20%) percent of the price of products and equipment not yet delivered and Services not yet performed, return all products and equipment delivered and pay a restocking fee of twenty (20%) percent of the price of products or equipment returned. Company may terminate this Agreement immediately at its sole discretion upon the occurrence of any Event of Default as hereinafter defined. Company may also terminate this Agreement at its sole discretion upon notice to Customer if Company's performance of its obligations under this Agreement becomes impracticable due to obsolescence of equipment at Customer's premises or unavailability of parts.

27. **Default.** An Event of Default shall be 1) failure of the Customer to pay any amount within ten (10) days after the amount is due and payable, 2) abuse of the System or the Equipment, 3) dissolution, termination, discontinuance, insolvency or business failure of Customer. Upon the occurrence of an Event of Default, Company may pursue one or more of the following remedies, 1) discontinue furnishing Services, 2) by written notice to Customer declare the balance of unpaid amounts due and to become due under the this Agreement to be immediately due and payable, provided that all past due amounts shall bear interest at the rate of 1 1/2% per month (18% per year) or the highest amount permitted by law, 3) receive immediate possession of any equipment for which Customer has not paid. 4) proceed at law or equity to enforce performance by Customer or recover damages for breach of this Agreement, and 5) recover all costs and expenses, including without limitation reasonable attorneys' fees, in connection with enforcing or attempting to enforce this Agreement.

28. **Exclusions.** Unless expressly included in the Scope of Work, this Agreement expressly excludes, without limitation, testing inspection and repair of duct detectors, beam detectors, and UV/IR equipment; provision of fire watches; clearing of ice blockage; draining of improperly pitched piping; replacement of batteries; recharging of chemical suppression systems; reloading of, upgrading, and maintaining computer software; system upgrades and the replacement of obsolete systems, equipment, components or parts; making repairs or replacements necessitated by reason of negligence or misuse of components or equipment or changes to Customer's premises, vandalism, corrosion (including but not limited to micro-bacterially induced corrosion ("MIC")), power failure, current

fluctuation, failure due to non-Company installation, lightning, electrical storm, or other severe weather, water, accident, fire, acts of God or any other cause external to the Covered System(s). Repair Services provided pursuant to this Agreement do not cover and specifically excludes system upgrades and the replacement of obsolete systems, equipment, components or parts. All such services may be provided by Company at Company's sole discretion at an additional charge. If Emergency Services are expressly included in the scope of work section, the Agreement price does not include travel expenses.

29. **No Option to Solicit.** Customer shall not, directly or indirectly, on its own behalf or on behalf of any other person, business, corporation or entity, solicit or employ any Company employee, or induce any Company employee to leave his or her employment, for a period of two years after termination of this Agreement.

30. **Force Majeure; Delays.** Company shall not be liable for any damage or penalty for delays or failure to perform work due to acts of God, acts or omissions of Customer, acts of civil or military authorities, Government regulations or priorities, fires, epidemics, quarantine, restrictions, war, riots, civil disobedience or unrest, strikes, delays in transportation, vehicle shortages, differences with workmen, inability to obtain necessary labor, material or manufacturing facilities, defaults of Company's subcontractors, failure or delay in furnishing complete information by Customer with respect to location or other details of work to be performed, impossibility or impracticability of performance or any other cause or causes beyond Company's control, whether or not similar to the foregoing. In the event of any delay caused as aforesaid, completion shall be extended for a period equal to any such delay, and this contract shall not be void or voidable as a result of the delay. In the event work is temporarily discontinued by any of the foregoing, all unpaid installments of the contract price, less an amount equal to the value of material and labor not furnished, shall be due and payable upon receipt of invoice by Customer.

31. **One-Year Limitation on Actions; Choice of Law.** It is agreed that no suit, or cause of action or other proceeding shall be brought against either party more than one (1) year after the accrual of the cause of action or one (1) year after the claim arises, whichever is shorter, whether known or unknown when the claim arises or whether based on tort, contract, or any other legal theory. The laws of Massachusetts shall govern the validity, enforceability, and interpretation of this Agreement.

32. **Assignment.** Customer may not assign this Agreement without Company's prior written consent. Company may assign this Agreement to an affiliate without obtaining Customer's consent.

33. **Entire Agreement.** The parties intend this Agreement, together with any attachments or Riders (collectively the "Agreement") to be the final, complete and exclusive expression of their Agreement and the terms and conditions thereof. This Agreement supersedes all prior representations, understandings or agreements between the parties, written or oral, and shall constitute the sole terms and conditions of sale for all equipment and services. No waiver, change, or modification of any terms or conditions of this Agreement shall be binding on Company unless made in writing and signed by an Authorized Representative of Company.

34. **Severability.** If any provision of this Agreement is held by any court or other competent authority to be void or unenforceable in whole or in part, this Agreement will continue to be valid as to the other provisions and the remainder of the affected provision.

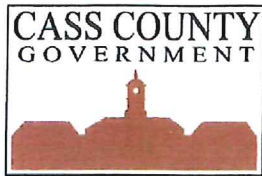
35. **Legal Fees.** Company shall be entitled to recover from the customer all reasonable legal fees incurred in connection with Company enforcing the terms and conditions of this Agreement.

36. **License Information (Security System Customers):** AL Alabama Electronic Security Board of Licensure 7956 Vaughn Road, Pmb 392, Montgomery, Alabama 36116 (334) 264-9388; AR Regulated by: Arkansas Board of Private Investigators And Private Security Agencies, #1 State Police Plaza Drive, Little Rock 72209 (501)618-8600; CA Alarm company operators are licensed and regulated by the Bureau of Security and Investigative Services, Department of Consumer Affairs, Sacramento, CA, 95814. Upon completion of the installation of the alarm system, the alarm company shall thoroughly instruct the purchaser in the proper use of the alarm system. Failure by the licensee, without legal excuse, to substantially commence work within 20 days from the approximate date specified in the agreement when the work will begin is a violation of the Alarm Company Act: NY Licensed by N.Y.S. Department of the State: TX Texas Commission on Private Security, 5805 N. Lamar Blvd., Austin, 78752-4422, 512-424-7710. License numbers available at www.jci.com or contact your local Johnson Controls office.

IMPORTANT NOTICE TO CUSTOMER

In accepting this Proposal, Customer agrees to the terms and conditions contained herein including those on the following pages of this Agreement and any attachments or riders attached hereto that contain additional terms and conditions. It is understood that these terms and conditions shall prevail over any variation in terms and conditions on any purchase order or other document that the Customer may issue. Any changes in the system requested by the Customer after the execution of this Agreement shall be paid for by the Customer and such changes shall be authorized in writing. **ATTENTION IS DIRECTED TO THE LIMITATION OF LIABILITY, WARRANTY, INDEMNITY AND OTHER CONDITIONS ON THE FOLLOWING PAGES.** This proposal shall be void if not accepted in writing within thirty (30) days from the date of the Proposal.

<p>Offered By: Johnson Controls Fire Protection LP License#: 2821 FIECHTNER DR S FARGO, ND 58103</p> <p>Telephone: (701) 237 6712 Fax: 701-280-2955 Cell: 701-371-5307</p> <p>Representative: <u>Darin Kungel</u></p> <p>Email: <u>darin.kungel@jci.com</u></p>	<p>Accepted By: (Customer)</p> <p>Company: _____</p> <p>Address: _____</p> <p>Signature: _____</p> <p>Title: _____</p> <p>P.O.#: _____ Date: _____</p>
---	--



RECEIVED
CASS COUNTY COMMISSION

FEB 6 2020

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 *JB*

DATE: February 5, 2020

SUBJECT: Consent Agenda Item for February 18th, 2020 Commission Meeting: Debris Removal on Bridge No. 09-125-33.2 located between sections 13 Maple River & 18 Addison Township.

This timber bridge is located along the Maple River. During this past year a significant amount of debris has accumulated along the bridge that we are concerned about damaging the bridge. Two quotes were received to remove the debris and Excavating Inc. was the lowest quote received.

SUGGESTED MOTION: Authorize chairperson to sign the Purchase Order in the amount of \$8,700.00 from Excavating Inc. of Fargo to complete the removal of debris from 13 Maple River 18 Addison Township Bridge.

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

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

J:\Admin-Eng\Commission Corrsp\2020 Commission Correspondence\Consent Agenda Memo Tree Removal 13 Maple River 18 Addison.doc



EXCAVATING, INC. - FARGO

651 5th Street Ct. NW • West Fargo, ND 58078-2774
Office: 701-277-1884 • Fax: 701-277-8638

Submitted by: Excavating, Inc. - Fargo, 651 5th Street Court NW, West Fargo, ND 58078
Contact: Austin Stockert, austin@excavatinginc.com, 701-566-3954
Submitted to: Cass County Highway Department - Blaine Laaveg
Project: Maple River Bridge Tree Removal - 157th Ave. SE & 45th St. SE
Submittal Date: 1/13/2020

We are pleased to quote the following scope of work:

Clear and dispose of trees along the bridge to prevent jams and blockage.

Total: \$8,700.00

***This proposal is based on pulling the trees with cable from the bank due to bridge weight restrictions. Project will be completed before spring thaw.*

Excludes: Surveying, Tree Removal below the ice, Seeding, and Erosion Control.

Add \$150.00 To Be Listed as Additional Insured.
All Bids and Items Tied.
If Bond required, add 2%

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specification involving extra costs will be executed only upon written request, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance.

Authorized Signature: _____

Note: We may withdraw this proposal if not accepted within 15 Days.

Acceptance of Proposal

The above prices, specifications, and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature: _____

Date: 2-5-2020



PURCHASE ORDER

PAGE: 1

P.O. NO.: 142557

DATE: 02/06/20

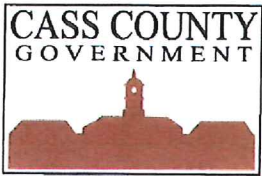
N.D. Sales Tax Exempt No. E-3009

EXCAVATING, INC.
651 5TH STREET CT NW
WEST FARGO, ND 58078

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

VENDOR NO.		5398			
DELIVER BY	SHIP VIA	F.O.B.	TERMS		
02/06/20			NET		
CONFIRM BY		CONFIRM TO	REQUISITIONED BY		
		HALLAND, SHARI K	JASON BENSON		
FREIGHT	CONTRACT NO.	ACCOUNT NO.	PROJECT		
		211-4001-431.45-08	EXCAVATING		
			02/06/20		
LINE NO.	QUANTITY	UOM	ITEM NO. AND DESCRIPTION	UNIT COST	EXTENDED COST
1	1.00	EA	DEBRIS REMOVAL-13 MAPLE RIVER/18 ADDISON TWP	8700.0000	8700.00
			SUB-TOTAL		8700.00
					8700.00

AUTHORIZED BY _____ COUNTY OFFICIAL



FEB 7 2020

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 *FOR: Tom Soucy*

DATE: February 7th, 2020

SUBJECT: Agenda Item for February 18th, 2020 Commission Meeting:
Modular Bridge Deck Quotes.

Attached are the documents for TrueNorth Steel, for a Modular Bridge Deck project to be installed by county forces. A request for quotes was sent to two different suppliers TrueNorth Steel and Contech Engineered Solutions.

TB1907 - SECTIONS 29 - 30 EVEREST TWP.

	Engineers Estimate	TrueNorth Steel	Contech Engineered Solutions
TB1907	\$50,000.00	\$45,532.00	\$48,500.00
STEEL BACKWALLS	\$5,000.00	\$0.00	\$3,600.00
TOTAL	\$55,000.00	\$45,532.00	\$52,100.00

SUGGESTED MOTION: Authorize Chairperson to sign the purchase order and quote from TrueNorth Steel.

J:\Admin-Eng\Commission Corrsp\2020 Commission Correspondence\RFQ Modular Bridge Deck\Agenda Memo TrueNorth Steel 020720.docx

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

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



Quote

5405 Momont Road
 Missoula, MT 59808
 Phone: (406) 532-7103
 Fax: (406) 542-1941

Project Name: Everest Bridge Replacement 24'-3" x 39'-3" HL93
City, State: Cass County, North Dakota

Date: 02/06/20 *Quotation is valid for 30 days*

TrueNorth Steel Estimator: Ted Zanto
Office: 406-532-7118
Cell: N/A
Email: Ted.Zanto@TrueNorthSteel.com

24'-3" x 39'-3" HL93 Pre-engineered Modular Weathering Steel Bridge

QTY	SIZE	DESCRIPTION	PRICE
1	24'-3" x 39'-3"	<p><u>ITEM 1- VEHICLE BRIDGE</u></p> <p>3 modules for bolt-together field installation - appx. 11,000 lbs per module HL93 Load Rating - utilizing 24" Charpy-tested girders (L/560 deflection) Travel Way - 24'-3" inside of guardrail to inside of guardrail Travel Length - 39'-3" end to end of girder</p> <p>TO INCLUDE:</p> <ul style="list-style-type: none"> • Structural Support Beams – A588 weathering steel, mill-rolled W-Beam • Soleplates, Elastomeric Bearing Pads, and Anchor Plates • Guardrail – Galvanized Steel W-Beam Rail (low impact) • Bridge Deck Surface – Galvanized, 12"x4-1/4" roll or press break formed panels Configured to accept gravel and/or asphalt wearing surface • Hardware – Bridge steel to steel connection bolts • Design drawings stamped by a ND Professional Engineer • Includes on-site guidance by TNS representative(s) during installation <p><small>* Price does not include embedded anchor bolts for pre-cast or poured in place concrete. * Hardware bolts and fasteners may include foreign/import content. It is TrueNorth Steel's intent to maximize domestic sourcing of raw materials and hardware when available.</small></p>	\$45,532
1 Set	25'-3"	<p><u>ITEM 2- TRUENORTH STEEL BACKWALLS</u></p> <p>A500Grade B steel square tube frame with squared ends Galvanized corrugated steel backing with Corothane epoxy coating Bolts to modular bridge sidedams for approach buffering</p>	Included



Delivery

FREIGHT- FOB JOBSITE NEAR WHEATLAND, ND

Included

Includes delivery of all components listed above - unloading/installation by others

All schedules and shipping sequences will be mutually agreed upon by customer and TrueNorth Steel

SPECIFIC EXCLUSIONS

Calculations (unless otherwise noted specifically in quote); Third-party inspection of bridge during fabrication; Design, excavation and construction of bridge abutments; Unloading and assembly of bridge at the project site; Site surveys, permitting or geotechnical evaluations; Supply and placement of reinforced concrete deck (if applicable); Anchor bolt design, supply and installation (unless otherwise specifically noted in quote); Any storage fees (unless otherwise noted specifically in quote); Any freight costs (unless noted specifically in quote); **Any Federal, State, County, or Local Sales Tax.**

STANDARDS

Certified Bridge Fabricator - Simple

Standard for Steel Building Structures

Designed according to AASHTO LRFD Bridge Design Specifications

A. Acknowledgment Terms

- 1 TrueNorth Steel will be provided a PO or this signed quote within thirty (30) calendar days after the customer has received notification of award.
- 2 TrueNorth Steel will be provided the deposit amount and credit application within two (2) calendar days of receipt of PO or signed quote.
- 3 TrueNorth Steel will be provided one (1) signed copy of approval drawings within seven (7) calendar days of transmittal of drawings (and calculation package if applicable) from TrueNorth Steel to customer.
- 4 Any change or delay in these dates may result in delays in fabrication, delivery or storage fees.

B. Payment Terms

- 1 Customer without Preapproved Account: **50% down payment due at time of order with balance due upon completion of fabrication.**
- 2 Customer with Preapproved Account: **20% down payment due at time of order with Net 30 credit terms available upon credit approval.**
Note: See account application for credit terms and conditions.
- 3 For Projects with Payment Bonds, a copy of the Bond is required in order to start production.
- 4 For Projects with Tax Exempt Status - A copy of a valid tax exempt certificate is required at the time of order.
- 5 TrueNorth Steel will invoice the bridge components upon completion of the fabrication of the order. Freight will be invoiced separately at time of shipment with applicable fuel surcharges added.
- 6 Service charges on late payments will accrue at the rate indicated on account application.
- 7 Customer is responsible for payment in full regardless of payment by owner to Customer
- 8 Customer agrees to waive notice of nonpayment and of default and shall be liable for attorney's fees, interest, and costs arising out of collection.
- 9 Payment terms cannot be changed without written notice provided to and agreed upon by both parties.

C. Delivery and Storage

- 1 TrueNorth Steel reserves the right to assess storage fees at the rate of \$500 per month when delivery is delayed at the customer's request.
- 2 If TrueNorth Steel arranges for shipment of the bridge to the customer, the following applies:
 - a. Site must be safely and reasonably accessible for an over-the-road truck under its own power.
 - b. The customer is responsible for providing safe means for off-loading on-site.
 - c. Two (2) hours of off-load time is included in the delivery/freight cost per truck.
 - d. Additional off-load time is provided at \$100/hour for a maximum of four (4) hours.



GENERAL TERMS AND CONDITIONS

For the terms and conditions listed below, "Manufacturer" will refer to TrueNorth Steel, a registered trade name. "Buyer" will refer to the company listed after the signature at the end of this quote.

- A. **Acceptance** - All orders are subject to acceptance at Manufacturer's offices at the address shown on the top of this quote. Conflicting or additional terms must be agreed to in writing by both parties.
- B. **Title** - Title shall transfer at the point where the Buyer takes possession of the bridge. Neither the Buyer nor a consignee shall have the right to divert or re-consign the shipment without prior approval of the Manufacturer.
- C. **Cancellation for Convenience** - Due to the project-specific, engineered content inherent to the order, cancellations of orders must be mutually agreed upon between Buyer and Manufacturer.
- D. **Force Majeure** - Manufacturer shall not be liable for failure or delay in delivery due to acts of God, labor disputes, local labor shortages, fire, flood or other casualty, governmental regulations or requirements, shortages or failure of raw materials, supplies, fuel, power or transportation, breakdown of equipment, or any other causes beyond Manufacturer's reasonable control whether of similar or dissimilar nature than those enumerated. In no event shall Manufacturer be liable for any consequential damages or claims for labor resulting from failure or delay in delivery.
- E. **Claims** - Claims by Buyer must be made promptly, and in no event later than twenty (20) days after receipt of shipment. Manufacturer shall incur no liability for damage, shortages, or other cause alleged to have occurred or existed at, prior to, or subsequent to the delivery to the Manufacturer unless Buyer has submitted in writing the full details to Manufacturer prior to the 21st day after receipt of shipment and Manufacturer is given a reasonable opportunity to investigate such claim.
- F. **Express Understandings** - There are no understandings, terms or conditions agreed to that are not specifically covered in this document.
- G. **Manufacturing Variance** - The products sold hereunder shall be subject to Manufacturer's standard manufacturing variations, tolerances and classifications.

Rights and Remedies Not Exclusive - The foregoing paragraphs of these General Terms and Conditions are in addition to, and do not limit Manufacturer's other rights or remedies. A reference to certain rights or remedies in any one paragraph of these General Terms and Conditions does not limit Manufacturer's rights or remedies under any other paragraph of these General Terms and Conditions, or otherwise under this Purchase Order or at law, in equity or under applicable statute.

Indemnity - To the fullest extent permitted by law, Buyer, for itself and its affiliates and subsidiaries, agrees to indemnify, defend and hold harmless Manufacturer and its parent and affiliate companies and their respective officers, directors, shareholders, sureties, insurers, subsidiaries, employees, agents, representatives, and assigns from and against any and all losses, damages, liabilities, obligations, penalties, judgments, awards, costs and disbursements, including, without limitation, any and all costs and attorneys' fees associated with investigating, preparing for and defending against any claim asserted by a third party, arising out of or relating to (a) any personal injury (including death) or property or commercial damage arising out of the failure of any product relating to this Purchase Order, except to the extent caused by Manufacturer's failure to comply with the plans and/or specifications Buyer provides to Manufacturer for the product(s); (b) Buyer's failure to comply with applicable law, including, but not limited to, failure to warn; and/or (c) any gross negligence, recklessness, or intentional misconduct on the part of Buyer or its employees, agents, representatives, consultants, subcontractors and suppliers (other than Manufacturer), officers, directors, subsidiaries, affiliates, or parent company. Manufacturer shall also be entitled to recover from Buyer all attorneys' fees and costs Manufacturer incurs to enforce this Purchase Agreement (including without limitation these General Terms and Conditions).

LIMITED WARRANTY

Limitations of Liability and Damages and Disclaimer

A. What is Covered:

Provided that the terms and conditions set forth herein are fully satisfied, "TrueNorth Steel", a registered tradename and its Affiliates (hereinafter refer to as "Manufacturer") warrants the bridge against defective materials or workmanship for up to one (1) year following the delivery of the bridge to the customer. Naturally durable hardwood decking and hardwood attachments shall carry a one (1) year warranty against rot, termite damage, or fungal decay. The warranty coverage provided herein extends only to the initial end user. Extended warranty from the original purchase date must be granted upon written request by a dealer/distributor to the Manufacturer for the initial end user.

B. Terms and Conditions

In order for there to be any coverage under the warranty herein, the following terms and conditions must be satisfied:

- 1 The bridge must be (i) installed within the United States and Canada; (ii) the bridge must be installed and maintained in accordance with all applicable manufacturer and industry instructions, specifications and standards that were in effect as of the date of the shipment; (iii) the bridge must be installed and maintained in accordance with all applicable government laws, regulations, rules, ordinances, codes and other requirements that were in effect as of the date of shipment; (iv) the bridge's installation and maintenance must be upgraded in accordance with all manufacturer, industry and/or government instructions, specifications, standards, laws, regulations, rules, ordinances, codes and other requirements that may become effective after date of shipment.
- 2 Upon discovery of issues related to materials or workmanship or any other matter for which the warranty or other claim may be brought, the Manufacturer, together with its representatives and anyone else acting on its behalf, must be given written notice of the event and must be given the opportunity to inspect and test the bridge and the site where the bridge was installed before, during and after any change in any condition that might affect the ability of the Manufacturer to determine what happened and/or the cause of what happened. The owner will take all caution and responsibility to determine the safety of the bridge until due process is completed. The owner of the bridge bears the responsibility of establishing that any alleged issues related to materials or workmanship is covered by the warranty herein.
- 3 If it is established that the event covered by the warranty herein, the Manufacturer will at its sole option: (i) repair the bridge; or (ii) replace the bridge with a bridge of approximately the same size, design, quality of material and workmanship specified for the original bridge. If the Manufacturer, at its sole discretion, is unable to repair or replace the bridge, it will refund the original purchase price of the bridge.

C. What is Not Covered:

- 1 The Manufacturer does not warrant any additional accessories or other attachments connected to the bridge. Under no circumstances will the Manufacturer be liable for (i) the cost of repair or replacement of any accessories or other attachments to the bridge; or (ii) labor costs or other installation costs either for the bridge's original installation or for its repair or replacement or (iii) damage to the bridge or other property resulting from wind, rain, earthquake, building or earth collapse, explosions, and other acts of nature or man; or (iv) damage caused by inappropriate installation, operating, service, maintenance and/or repair practices; (v) failure due to defective materials and/or workmanship occurring later than ten (10) years following delivery of the bridge, (vi) delivery to and from Manufacturer's facility for repair or replacement; (vii) any exterior coatings unless specified in writing at time of purchase by the Manufacturer and touch up to exterior coating as a result of delivery or installation, or (viii) any other damages as the result of delivery or installation.



- 2 This warranty shall not cover defects in the bridge caused by abuse, misuse, overloading, accident, improper installation, maintenance, alteration or any other cause not expressly warranted. This warranty does not cover damage resulting from or relating to the use of any kind of de-icing material. This warranty shall be void unless owner's records are supplied which show that the bridge has been properly maintained.
- 3 Warranty does not cover any issues related to the design, installation, failure or settlement of the bridge abutment, piling, retaining walls or other structures supporting the bridge. TrueNorth Steel is not responsible for scour, erosion or other design aspects related to soils, foundations or other hydraulic degradation of streams.

LIMITATIONS OF LIABILITY AND DAMAGES AND EXCLUSION OF OTHER REMEDIES

THE FORGOING REMEDY OF REPAIR, REPLACEMENT OR REFUND IS THE SOLE AND EXCLUSIVE REMEDY AVAILABLE FROM TRUENORTH STEEL AND ITS AFFILIATES. UNDER NO CIRCUMSTANCES SHALL THE LIABILITY OF TRUENORTH STEEL AND ITS AFFILIATES EXCEED THE PURCHASE PRICE OF THE BRIDGE.

IN NO EVENT WILL THE MANUFACTURER OR ANY OF ITS EMPLOYEES OR REPRESENTATIVES BE LIABLE FOR ANY CLAIMS FOR SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO, LOSS OF PROFITS OR REVENUE, BUSINESS INTERRUPTION, LOSS OF USE, COST OF CAPITAL, COST OF SUBSTITUTE EQUIPMENT OR MATERIALS, DOWNTIME COST, ENVIRONMENTAL LOSS, LOSS OF ENJOYMENT, OR OTHER ITEM OF LOSS OR DAMAGE HOWEVER DESIGNATED, WHETHER SUCH CLAIMS SHALL BE FOR BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, STRICT LIABILITY IN TORT, OR OTHER CLAIM HOWEVER DESIGNATED, WHETHER SUCH CLAIM ARISES OUT OF OR RESULTS FROM THE LIMITED WARRANTY HEREIN, OR FROM EXPRESS OR IMPLIED WARRANTIES, OR FROM THE DESIGN, MANUFACTURE, SALE, DELIVERY, RESALE, INSTALLATION, TECHNICAL DIRECTION, OR INSTRUCTION FOR INSTALLATION, INSPECTION, REPAIR, MAINTENANCE, SERVICE, OPERATION OR USE OF THE BRIDGE.

DISCLAIMER OF ALL OTHER WARRANTIES

THE FOREGOING LIMITED WARRANTY IS THE ONLY WARRANTY MADE, THERE ARE NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. TRUENORTH STEEL AND ITS AFFILIATES DO NOT WARRANT PRODUCTS FURNISHED BY OTHER MANUFACTURERS ATTACHED OR UNATTACHED TO THE BRIDGE BEYOND THE ORIGINAL MANUFACTURER'S WARRANTY.

BUYER/CUSTOMER PLEASE SIGN HERE:

We hereby order the described material subject to all Terms and Conditions included in this quotation.

Accepted By: _____

Title: _____

Company: _____

Date: _____



PURCHASE ORDER

PAGE: 1
 P.O. NO.: 142576
 DATE: 02/07/20

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

TRUE NORTH STEEL, INC.
 PO BOX 336
 WEST FARGO, ND 58078

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

VENDOR NO.		930			
DELIVER BY	SHIP VIA	F.O.B.	TERMS		
02/07/20			NET		
CONFIRM BY		CONFIRM TO		REQUISITIONED BY	
PREVIOUS JOHSTON FARGO CU		HALLAND, SHARI K		JASON BENSON	
FREIGHT	CONTRACT NO.	ACCOUNT NO.	PROJECT	REQ. NO.	REQ. DATE
		211-4001-431.45-50	TB1907TRUENORTH		02/07/20
LINE NO.	QUANTITY	UOM	ITEM NO. AND DESCRIPTION	UNIT COST	EXTENDED COST
1	52100.00	EA	MODULES FOR DECK PROJECT	1.0000	52100.00
			SUB-TOTAL		52100.00
					52100.00

AUTHORIZED BY _____ COUNTY OFFICIAL



**County
Administrator**

Robert W. Wilson
701-241-5770

wilsonro@casscountynd.gov

M E M O

TO: Cass County Board of Commissioners
FROM: Robert Wilson
DATE: February 10, 2020
SUBJECT: Purchase Order – Courthouse Elevator Repairs

The 2020 budget includes funds for hydraulic repairs to the south elevator at the Cass County Courthouse. Buildings and Grounds obtained quotes from Otis Elevator Company and Thyssenkrupp Elevator Corporation for the work.

I recommend the proposal from Otis Elevator, which is the lower cost and within the budget, be accepted for \$5,400.00.

Please let me know if you have any questions.

SUGGESTED MOTION:

Authorize Chair to sign the purchase order with Otis Elevator Company in the amount of \$5,400.00 for hydraulic repairs to the south elevator at the Cass County Courthouse.

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

www.casscountynd.gov



PURCHASE ORDER

PAGE: 1
 P.O. NO.: 142650
 DATE: 02/11/20

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

OTIS ELEVATOR COMPANY
 PO BOX 73579
 CHICAGO, IL 60673-7579

SHIP TO: CASS COUNTY GOVERNMENT
 COUNTY AUDITOR
 211 9TH ST S
 FARGO, ND 58103

VENDOR NO.		6153							
DELIVER BY		SHIP VIA		F.O.B.		TERMS			
02/11/20						NET			
CONFIRM BY			CONFIRM TO			REQUISITIONED BY			
			PAPENFUSS, WYATT			GENE GARTNER			
FREIGHT		CONTRACT NO.		ACCOUNT NO.		PROJECT		REQ. NO.	REQ. DATE
				101-1503-411.43-05				OTIS	02/11/20
LINE NO.	QUANTITY	UOM	ITEM NO. AND DESCRIPTION			UNIT COST	EXTENDED COST		
1	5400.00	EA	SOUTH ELEVATOR HYDRAULIC PLUNGER & GUIDE CABLE			1.0000	5400.00		
						SUB-TOTAL		5400.00	
								5400.00	

AUTHORIZED BY _____ COUNTY OFFICIAL

OTIS

Made to move you

DATE: 01/10/2020

TO:
Cass County Courthouse
211 9th Street South
Fargo, ND 581031898

FROM:
Otis Elevator Company
1718 4th Ave. NW
West Fargo, ND 58078

Todd Burke
Phone: (701) 866-2324
Fax: (860) 660-9048

EQUIPMENT LOCATION:
Cass County Courthouse
207 South 9 Street
Fargo, ND 58102

PROPOSAL NUMBER: DRF200110114131

MACHINE NUMBER(S) : 256764

We will provide labor and material to furnish and install on the above referenced machine(s) the following:

HYDRAULIC PLUNGER (REPACK STUFFING BOX)

The hydraulic plunger packing will be removed, the stuffing box cleaned and new packing of the proper type installed to reduce unnecessary creepage of the car away from the landing.

Any oil that must be disposed is the responsibility of the customer.

GUIDE CABLE

We will furnish and install a cylinder guide cable.

Clean Out pit with oil pads and floor dry / no painting or pressure washing.

Otis Service and Repair Order

PRICE: \$ 5,400.00
Five thousand four hundred dollars

This price is based on a fifty percent (50 %) downpayment in the amount of \$ 2,700.00.
This proposal, including the provisions printed on the last page(s), and the specifications and other provisions attached hereto shall, when accepted by you below and approved by our authorized representative, constitute the entire contract between us, and all prior representations or agreements not incorporated herein are superseded.

Submitted by: Todd Burke
Title: Account Manager
E-mail: Todd.Burke@otis.com

Accepted in Duplicate

CUSTOMER

Approved by Authorized Representative

Otis Elevator Company

Approved by Authorized Representative

Date: _____

Date: _____

Signed: _____

Signed: _____

Print Name: - _____

Print Name: Corinne Durensky

Title - _____

Title General Manager

E-mail: - _____

Name of Company - _____

Principal, Owner or Authorized Representative of Principal or Owner

Agent: _____
(Name of Principal or Owner)

Otis Service and Repair Order

TERMS AND CONDITIONS

1. This quotation is subject to change or withdrawal by us prior to acceptance by you.
 2. The work shall be performed for the agreed price plus any applicable sales, excise or similar taxes as required by law. In addition to the agreed price, you shall pay to us any future applicable tax imposed on us, our suppliers or you in connection with the performance of the work described.
 3. Payments shall be made as follows: A down payment of fifty percent (50 %) of the price shall be paid by you upon your signing of this document. Full payment shall be made on completion if the work is completed within a thirty day period. If the work is not completed within a thirty day period, monthly progress payments shall be made based on the value of any equipment ready or delivered, if any, and labor performed through the end of the month less a five percent (5%) retainage and the aggregate of previous payments. The retainage shall be paid when the work is completed. We reserve the right to discontinue our work at any time until payments shall have been made as agreed and we have assurance satisfactory to us that subsequent payments will be made when due. Payments not received within thirty (30) days of the date of invoice shall be subject to interest accrued at the rate of eighteen percent (18%) per annum or at the maximum rate allowed by applicable law, whichever is less. We shall also be entitled to reimbursement from you of the expenses, including attorney's fees, incurred in collecting any overdue payments.
 4. Our performance is conditioned upon your securing any required governmental approvals for the installation of any equipment provided hereunder and your providing our workmen with a safe place in which to work. Additionally, you agree to notify us if you are aware or become aware prior to the completion of the work of the existence of asbestos or other hazardous material in any elevator hoistway, machine room, hallway or other place in the building where Otis personnel are or may be required to perform their work. In the event it should become necessary to abate, encapsulate or remove asbestos or other hazardous materials from the building, you agree to be responsible for such abatement, encapsulation or removal, and in such event Otis shall be entitled to delay its work until it is determined to our satisfaction that no hazard exists and compensation for delays encountered if such delay is more than sixty (60) days. In any event, we reserve the right to discontinue our work in the building whenever in our opinion this provision is being violated.
 5. Unless otherwise agreed in writing, it is understood that the work shall be performed during our regular working hours of our regular working days. If overtime work is mutually agreed upon and performed, an additional charge therefore, at our usual rates for such work, shall be added to the contract price. The performance of our work hereunder is conditioned on your performing the preparatory work and supplying the necessary data specified on the front of this proposal or in the attached specification, if any. Should we be required to make an unscheduled return to your site to begin or complete the work due to your request, acts or omissions, then such return visits shall be subject to additional charges at our then current labor rates.
 6. Title to any material to be furnished hereunder shall pass to you when final payment for such material is received. In addition, we shall retain a security interest in all material furnished hereunder and not paid for in full. You agree that a copy of this Agreement may be used as a financing statement for the purpose of placing upon public record our interest in any material furnished hereunder, and you agree to execute a UCC -1 form or any other document reasonably requested by us for that purpose.
 7. Except insofar as your equipment may be covered by an Otis maintenance or service contract, it is agreed that we will make no examination of your equipment other than that necessary to do the work described in this contract and assume no responsibility for any part of your equipment except that upon which work has been done under this contract.
 8. Neither party shall be liable to the other for any loss, damage or delay due to any cause beyond either parties reasonable control, including but not limited to acts of government, strikes, lockouts, other labor disputes, fire, explosion, theft, weather damage, flood, earthquake, riot, civil commotion, war, mischief or act of God.
 9. We warrant that all services furnished will be performed in a workmanlike manner. We also warrant that any equipment provided hereunder shall be free from defects in workmanship and material. Our sole responsibility under this warranty shall be at our option to correct any defective services and to either repair or replace any component of the equipment found to be defective in workmanship or material provided that written notice of such defects shall have been given to us by you within ninety (90) days after completion of the work or such longer period as may be indicated on the front of this form. All defective parts that are removed and replaced by us shall become our property. We do not agree under this warranty to bear the cost of repairs or replacements due to vandalism, abuse, misuse, neglect, normal wear and tear, modifications not performed by us, improper or insufficient maintenance by others, or any causes beyond our control. We shall conduct, at our own expense, the entire defense of any claim, suit or action alleging that, without further combination, the use by you of any equipment provided hereunder directly infringes any patent, but only on the conditions that (a) we receive prompt written notice of such claim, suit or action and full opportunity and authority to assume the sole defense thereof, including settlement and appeals, and all information available to you for such defense; (b) said equipment is made according to a specification or design furnished by us; and (c) the claim, suit or action is brought against you. Provided all of the foregoing conditions have been met, we shall, at our own expense, either settle said claim, suit or action or shall pay all damages excluding consequential damages and costs awarded by the court therein and, if the use or resale of such equipment is finally enjoined, we shall, at our option, (i) procure for you the right to use the equipment, (ii) replace the equipment with equivalent noninfringing equipment, (iii) modify the equipment so it becomes noninfringing but equivalent, or (iv) remove the equipment and refund the purchase price (if any) less a reasonable allowance for use, damage and obsolescence.
- THE EXPRESS WARRANTIES SET FORTH IN THIS ARTICLE 9 ARE THE EXCLUSIVE WARRANTIES GIVEN; WE MAKE NO OTHER WARRANTIES EXPRESS OR IMPLIED, AND SPECIFICALLY MAKE NO WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR ANY PARTICULAR PURPOSE; AND THE EXPRESS WARRANTIES SET FORTH IN THIS ARTICLE ARE IN LIEU OF ANY SUCH WARRANTIES AND ANY OTHER OBLIGATION OR LIABILITY ON OUR PART.
10. Under no circumstances shall either party be liable for special, indirect, liquidated, or consequential damages in contract, tort, including negligence, warranty or otherwise, notwithstanding any indemnity provision to the contrary. Notwithstanding any provision in any contract document to the contrary, our acceptance is conditioned on being allowed additional time for the performance of the Work due to delays beyond our reasonable control. Your remedies set forth herein are exclusive and our liability with respect to any contract, or anything done in connection therewith such as performance or breach thereof, or from the manufacture, sale, delivery, installation, repair or use of any equipment furnished under this contract, whether in contract, in tort (including negligence), in warranty or otherwise, shall not exceed the price for the equipment or services rendered.
 11. To the fullest extent permitted by law, you agree to hold us harmless, and defend us and indemnify us against any claim or suit for personal injury or property damage arising out of this contract unless such damage or injury arises from our sole negligence.
 12. It is agreed that after completion of our work, you shall be responsible for ensuring that the operation of any equipment being furnished hereunder is periodically inspected. The interval between such inspections shall not be longer than what may be required by the applicable governing safety code. Notwithstanding any other provisions hereof, if any part delivered hereunder incorporates software, the transaction is not a sale of such software; rather, you are hereby granted merely a license to use such software solely for operating the equipment for which such part was ordered. By accepting delivery of such part, you agree not to copy or let others copy such software for any purpose whatsoever, to keep such software in confidence as a trade secret, and not to transfer possession of such part to others except as a part of a transfer of ownership of the equipment in which such part is installed, provided that you inform us in writing about such ownership transfer and the transferee agrees in writing to abide by the above license terms.
 13. In furtherance of OSHA's directive contained in 29 C.F.R. § 1910.147(f)(2)(xi), which requires that a service provider (an "outside employer") and its customer (an "on-site employer") must inform each other of their respective lock out/tag out ("LOTO") procedures whenever outside servicing personnel are to be engaged in control of hazardous energy activities on the customer's site, Otis incorporates by reference its mechanical LOTO procedures and its electrical LOTO procedures. These procedures can be obtained at www.otis.com by (1) clicking on "The Americas" tab on the left side of the website; (2) choosing "US/English" to take you to the "USA" web page; (3) clicking on the "Otis Safety" link on the left side of the page; and (4) downloading the "Lockout Tagout Policy Otis 6.0" and "Mechanical Energy Policy Otis 7.0," both of which are in .pdf format on the right side of the website page. Customer agrees that it will disseminate these procedures throughout its organization to the appropriate personnel who may interact with Otis personnel while Otis personnel are working on site at Customer's facility.
 14. This Agreement constitutes the entire understanding between the parties regarding the subject matter hereof and may not be modified by any terms on your order form or any other document, and supersedes any prior written or oral communication relating to the same subject. Any amendment or modifications to this Agreement shall not be binding upon either party unless agreed to in writing by an authorized representative of each party.



thyssenkrupp

Attn: Gene Gartner
Cass County Annex
Po Box 2806
Fargo ND, 58108-2806

Date	Terms	Reference ID	Customer Reference # / PO
February 07, 2020	Immediate	ACIA-10DLSZO	
Total Contract Price:			\$9,597.00
Down Payment:			(50%) \$4,798.50

For inquiries regarding your contract or services provided by thyssenkrupp Elevator, please contact your local account manager at +1 701 2322673. To make a payment by phone, please call 678-424-5637 with the reference information provided below.

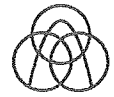
Current and former service customers can now pay online at:
<https://secure.billtrust.com/thyssenkruppelevator/ig/one-time-payment>

Thank you for choosing thyssenkrupp Elevator. We appreciate your business.

Please detach the below section and provide along with payment.

Customer Name:	Cass County Annex	Remit To:	
Location Name:	CASS COUNTY ANNEX	thyssenkrupp Elevator	
Customer Number:	48748	Corporation	
Quote Number:	2020-2-819530	3100 Interstate North Cir SE	
		Ste 500	
		Atlanta, GA 30339-2227	
Reference ID:	ACIA-10DLSZO		
Remittance Amount:	\$4,798		

Repair Work Order



thyssenkrupp

CASS COUNTY ANNEX

February 07, 2020

Purchaser: Cass County Annex
Address: Po Box 2806
Fargo, ND 58108-2806

Location: CASS COUNTY ANNEX
Address: 1010 2nd Ave S
Fargo, ND 58103-8226

Purchaser authorizes thyssenkrupp Elevator Corporation (referred to as "thyssenkrupp Elevator" hereafter) to perform the following work on the equipment and at the location described above, in exchange for the sum of Nine Thousand Five Hundred Ninety Seven Dollars (\$9,597.00) inclusive of all applicable sales and use taxes pursuant to the terms and conditions contained in this Work Order (the "Work Order").

Summary:

Elevator	Description	Repair category
SOUTH ELEVATOR	Packing	Operational

For further information, please see a detailed Scope of Work on the pages that follow.

In the event you have any questions regarding the content of this Work Order please contact me at +1 701 2322673 .

We appreciate your consideration.

Regards,

Dustin Boe
thyssenkrupp Elevator Corporation
3021 39th St SW Ste B
Fargo ND 58104
dustin.boe@thyssenkrupp.com | +1 701 2322673

Notice:

No permits or inspections by others are included in this work, unless otherwise indicated herein. Delivery and shipping is included. All work is to be performed during regular working days and hours as defined in this Work Order unless otherwise indicated herein.

Repair Work Order



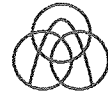
Scope of Work

Packing

thyssenkrupp Elevator will provide labor and materials to replace the hydraulic jack packing on the elevator(s) referenced above. Up to 15 gallons of hydraulic fluid and proper cleanup of any hydraulic fluid in the pit is included in this work.

(End Scope of Work)

Repair Work Order



thyssenkrupp

Terms and Conditions

thyssenkrupp Elevator does not assume any responsibility for any part of the vertical transportation equipment other than the specific components that are described in this Work Order and then only to the extent thyssenkrupp Elevator has performed the work described above.

No work, service, examination or liability on the part of thyssenkrupp Elevator is intended, implied or included other than the work specifically described above. It is agreed that thyssenkrupp Elevator does not assume possession or control of any part of the vertical transportation equipment and that such remains Purchaser's exclusively as the owner, lessor, lessee, possessor, or manager thereof.

Unless otherwise stated herein, thyssenkrupp Elevator's performance of this Work Order is expressly contingent upon Purchaser securing permission or priority as required by all applicable governmental agencies and paying for any and all applicable permits or other similar documents.

It is agreed that thyssenkrupp Elevator's personnel shall be given a safe place in which to work. thyssenkrupp Elevator reserves the right to discontinue its work in the location above whenever, in its sole opinion, thyssenkrupp Elevator believes that any aspect of the location is in any way unsafe until such time as Purchaser has demonstrated, at its sole expense, that it has appropriately remedied the unsafe condition to thyssenkrupp Elevator's satisfaction. Unless otherwise agreed, it is understood that the work described above will be performed during regular working days and hours which are defined as Monday through Friday, 8:00 AM to 4:30 PM (except scheduled union holidays). If overtime is mutually agreed upon, an additional charge at thyssenkrupp Elevator's usual rates for such work shall be added to the price of this Work Order.

In consideration of thyssenkrupp Elevator performing the work described above Purchaser, to the fullest extent permitted by law, expressly agrees to indemnify, defend, save harmless, discharge, release and forever acquit thyssenkrupp Elevator, its employees, officers, agents, affiliates, and subsidiaries from and against any and all claims, demands, suits, and proceedings made or brought against thyssenkrupp Elevator, its employees, officers, agents, affiliates and subsidiaries for loss, property damage (including damage to the equipment which is the subject matter of this Work Order), personal injury or death that are alleged to have been caused by Purchaser or any others in connection with the presence, use, misuse, maintenance, installation, removal, manufacture, design, operation or condition of the vertical transportation equipment that is the subject of this Work Order, or the associated areas surrounding such equipment. Purchaser's duty to indemnify does not apply to the extent that the loss, property damage (including damage to the equipment which is the subject matter of this Work Order), personal injury or death is determined to be caused by or resulting from the negligence of thyssenkrupp Elevator and/or its employees. Purchaser recognizes, however, that its obligation to defend thyssenkrupp Elevator and its employees, officers, agents, affiliates and subsidiaries under this clause is broader and distinct from its duty to indemnify and specifically includes payment of all attorney's fees, court costs, interest and any other expenses of litigation arising out of such claims or lawsuits.

Purchaser expressly agrees to name thyssenkrupp Elevator along with its officers, agents, affiliates and subsidiaries as additional insureds in Purchaser's liability and any excess (umbrella) liability insurance policy(ies). Such insurance must insure thyssenkrupp Elevator, along with its officers, agents, affiliates and subsidiaries for those claims and/or losses referenced in the above paragraph, and for claims and/or losses arising from the negligence or legal responsibility of thyssenkrupp Elevator and/or its officers, agents, affiliates and subsidiaries. Such insurance must specify that its coverage is primary and non-contributory. Purchaser hereby waives the right of subrogation.

thyssenkrupp Elevator shall not be liable for any loss, damage or delay caused by acts of government, labor, troubles, strikes, lockouts, fire, explosions, theft, riot, civil commotion, war, malicious mischief, acts of God, or any cause beyond its control. thyssenkrupp Elevator Corporation shall automatically receive an extension of time commensurate with any delay regarding the work called for in this Work Order.

Should loss of or damage to thyssenkrupp Elevator's material, tools or work occur at the location that is the subject of this Work Order, Purchaser shall compensate thyssenkrupp Elevator therefor, unless such loss or damage results solely from thyssenkrupp Elevator's own acts or omissions.

If any drawings, illustrations or descriptive matter are furnished with this Work Order, they are approximate and are submitted only to show the general style and arrangement of equipment being offered. Work Order.

Purchaser shall bear all cost(s) for any reinspection of thyssenkrupp Elevator's work due to items outside the scope of this Work Order or for any inspection arising from the work of other trades requiring the assistance of thyssenkrupp Elevator.

Purchaser expressly agrees to waive any and all claims for consequential, special or indirect damages arising out of the performance of this Work Order and specifically releases thyssenkrupp Elevator from any and all such claims.

A service charge of 1.5% per month, or the highest legal rate, whichever is less, shall apply to delinquent accounts. In the event of any default of any of the payment provisions herein, Purchaser agrees to pay, in addition to any defaulted amount, any attorney fees, court costs and all other expenses, fees and costs incurred by thyssenkrupp Elevator in connection with the collection of that defaulted amount.

Purchaser agrees that this Work Order shall be construed and enforced in accordance with the laws of the state where the vertical transportation equipment that is the subject of this Work Order is located and consents to jurisdiction of the courts, both state and Federal, of that as to all matters and disputes arising out of this Work Order. Purchaser further agrees to waive trial by jury for all such matters and disputes.

The rights of thyssenkrupp Elevator under this Work Order shall be cumulative and the failure on the part of the thyssenkrupp Elevator to exercise any rights given hereunder shall not operate to forfeit or waive any of said rights and any extension, indulgence or change by thyssenkrupp Elevator in the method, mode or manner of payment or any of its other rights shall not be construed as a waiver of any of its rights under this Work Order.

In the event any portion of this Work Order is deemed invalid or unenforceable by a court of law, such finding shall not affect the validity or enforceability of any other portion of this Work Order.

This Work Order shall be considered as having been drafted jointly by Purchaser and thyssenkrupp Elevator and shall not be construed or interpreted against either Purchaser or thyssenkrupp Elevator by reason of either Purchaser or thyssenkrupp Elevator's role in drafting same.

In the event Purchaser's acceptance of the work called for in this Work Order is in the form of a purchase order or other kind of document, the provisions, terms and conditions of this Work Order shall exclusively govern the relationship between thyssenkrupp Elevator and Purchaser with respect to the work described herein.

Repair Work Order



thyssenkrupp

Acceptance

This Work Order is submitted for acceptance within 30 days from the date executed by thyssenkrupp Elevator. Unless otherwise stated, the Purchaser agrees to pay as follows: 50% upon signed acceptance of this Work Order and \$4,798.50 upon completion of the work described in this Work Order.

Purchaser's acceptance of this Work Order will constitute exclusively and entirely the agreement for the work herein described. All prior representations or agreements regarding this work, whether written or verbal, will be deemed to be merged herein, and no other changes in or additions to this Work Order will be recognized unless made in writing and properly executed by both parties. No agent or employee of thyssenkrupp Elevator shall have the authority to waive or modify any of the terms of this Work Order without the written approval of an authorized thyssenkrupp Elevator manager.

This Work Order specifically contemplates work outside the scope of any other contract currently in effect between the parties; any such contract shall be unaffected by this Work Order.

To indicate acceptance of this work order, please sign and return one (1) original of this agreement to the address shown below. Upon receipt of your written authorization and required materials and/or supplies, we shall implement the work called for in this Work Order.

Cass County Annex
(Purchaser):

thyssenkrupp Elevator Corporation Management Approval

By:

By:

(Signature of Authorized Individual)
Gene Gartner

(Signature of Branch Representative)

(Print or Type Name)

Justin Pickrain

(Print or Type Title)

Branch Manager

(Date of Acceptance)

(Date of Execution)

Please contact _____ to schedule work at the following phone number _____