

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 2, 2022:

- Flood lot lease renewals;
- Morris Sealcoat and Trucking, Inc.—seal coat for various Cass County Highways;
- North Star Safety, Inc.—pavement marking installation for various Cass County Highways;
- Border States Paving, Inc.—Hot mix asphalt, shoulders, and seeding on 76th Avenue South from 3,226' East of Cass Highway 17 to 45th Street South and 45th Street South from 76th Avenue South to 64th Avenue South;
- Industrial Builders, Inc.—Grading, drain 14 realignment, bituminous surfacing, guardrail, bridge removal, and 161' long prestressed box beam bridge over Drain 14 in Sections 8/9 of Mapleton Township on County Highway 15;
- Astech Corporation—crack and seal on various County Highways;
- Village Business Institute—contract renewal for 2022 Employee Assistance Program (EAP).

LEASE OF PROPERTY

THIS LEASE is made by and between Cass County, North Dakota (hereinafter "County") and Todd and Charlotte Underdahl, 6419 15th Street North, Fargo ND 58102-6020 (hereinafter "Lessee").

THE PARTIES HEREBY COVENANT AND AGREE AS FOLLOWS:

Property: The County hereby offers to lease, and the Lessee agrees to lease, the property situated in the Township of Reed, County of Cass, State of North Dakota, described as: Lot 56 Block 6 Highland Park Subdivision, Parcel No. 60-1100-01320-000 **also known as 6425 15th Street North, Fargo** (hereinafter "property").

2. Term: The term of this lease shall commence on January 1, 2022, and expire at midnight on December 31, 2022.
3. Rent: Rent shall be \$10 dollars per year, payable in advance of the commencement day, to the County by and through the Cass County Auditor at the address given in the section herein entitled Notices.
4. Use: The property shall only be used for purposes consistent with those contained in Exhibit 1 (attached). Furthermore, the property shall not be used for, among other purposes, parking vehicles; building any kind of structure without prior written approval of the County; storage of any kind of equipment or personal property; placement of any signs; raising or keeping of animals; or disposal of any kind of materials, whether hazardous or not. The determination of compliance with these limitations on use of the property shall be at the County's sole discretion.
5. Maintenance: The portion of the lot visible to the general public shall be mowed a minimum of once per month during the growing season.
6. Delivery of Possession: Lessee acknowledges that Lessee has inspected the property and accepts it as suitable for the purpose and use described in this Lease and that the property then complies with the use limitations.
7. Insurance: At all times during the term of this Lease, Lessee shall maintain at Lessee's sole expense, public liability and property damage liability insurance in an amount not less than \$500,000. Lessee shall deliver to County a copy of the certificate of insurance prior to the commencement, and renewal if applicable, of this Lease. County makes no representation that the limits of liability specified herein are adequate to protect Lessee.
8. Indemnification: County shall not be liable for any damage to Lessee, or any other person, or to any property, occurring on the premises or any part thereof, unless such damage is the proximate result of the negligence or an unlawful act of the County. Lessee agrees to hold the County harmless from any claims for damages occurring on the property, no matter how caused, except for injury damages for which County is legally responsible.

9. Ordinances and Statutes: Lessee shall comply with all statutes, ordinances and requirements of municipal, state and federal authorities.
10. Assignment and Subletting: Lessee shall not assign this Lease or sublet any portion of the property without prior written consent of the County.
11. Entry/Inspection of Property: Lessee shall permit County or County's agents to enter and inspect the property at any reasonable time for the purpose of verifying compliance with the terms of this Lease.
12. Maintenance: Lessee shall, at his/her own expense, and at all times, remove snow from any sidewalks, keep the property clear of rubbish or weeds, regularly mow the grass, irrigate or water the property in a manner sufficient to maintain the property but not in a manner inconsistent with governing statutes, ordinances or rules.
13. Default - Event: Lessee will be in default of this Lease for failure to timely pay any rent, or failure to abide by any material terms or conditions of this Lease including, but not limited to, the limitations on use of the property, and such default continues for ten (10) days after written notice from County.
14. Default - County's Remedies: If any one or more of the default events set forth herein occurs, then the County may, in its sole discretion, do one or more of the following:
 1. Give Lessee written notice of its intention to terminate this Lease on the date of such notice, or on any later date that the County may specify in such notice. On the date so specified in such notice, Lessee's right to use of the property will cease and the Lease will be terminated.
 2. Remove personal property and/or other materials that reflect an inappropriate use of the property, and charge Lessee a reasonable sum for removal, storage or/and disposal of such items.
 3. Collect all reasonable attorney fees, costs and disbursements that may arise as a result of any suit filed as a result of Lessee's default.
 4. Exercise such rights or remedies that may be provided by law.
15. Notices: Any notice which either party may or is required to give, may be given by mailing the same, postage prepaid, to the Lessee or County at the respective addresses given below, or at such other places as may be designated by the parties in writing from time-to-time, or may be delivered in person.

County: 211 9th Street South, P.O. Box 2806, Fargo, ND 58108-2806

Lessee: 6419 15th Street North, Fargo ND 58102-6020

16. Binding Effect: All the provisions hereof shall extend to and be binding upon, and in favor of or against (as the case may be), the heirs, executors, administrators, guardians, assigns and successors in interest of the parties hereto.
17. Severability: If any provision of this Lease should be found invalid or unenforceable, then the rest and remainder of the provisions shall remain valid and enforceable.
18. Entire Agreement: This Lease represents the entire agreement between the parties and there are no collateral or oral agreements or understandings and any executory agreement hereafter made shall be made ineffective to change, modify or discharge this lease, in whole or in part, unless such agreement is in writing and signed by the party against whom enforcement of the change, modification or discharge is sought.
19. Construction: All provisions hereof and words and phrases used herein shall be governed and construed under the laws of the State of North Dakota.
20. Time is of the Essence: Time is of the essence for each term and provision of this lease.
21. Effective Date: The effective date of this lease is January 1, 2022, regardless of the day that the parties may have signed this agreement.

IN WITNESS WHEREOF, the parties hereto affix their signatures:


Lessee

Cass County

By: Chair
Cass County Commission

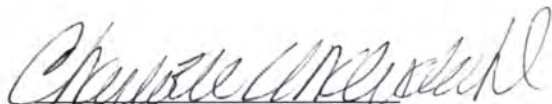

Lessee

EXHIBIT 1

Additional Lease Terms and Conditions

WHEREAS, Cass County North Dakota became the rightful owner of certain real property, more fully described in the attached Lease, through the use of certain disaster relief funds under Section 404 of the Stafford Act; and

WHEREAS, the terms of the Stafford Act, and related regulations and agreements (e.g., FEMA-State Agreement) require that Cass County agree to conditions which are intended to restrict the use of the land to open space in perpetuity in order to protect and preserve natural flood plain values;

NOW, THEREFORE, the attached Lease is made subject to the following additional terms and conditions:

1. Terms. Pursuant to the terms of the Stafford Act, regulations promulgated thereunder (44-C.F.R. 206-434), as they read now and may be amended in the future, and the FEMA-State Agreement, the following conditions and restrictions shall apply to the leased property:
 - (a) Compatible Uses. The land shall be used for purposes compatible with open space, recreational, or wetlands management practices; in general, such uses include parks for outdoor recreational activities, nature reserves, unimproved previous parking lots and other uses described in 44 C.F.R. Section 206-434, as it reads now and may be amended in the future.
 - (b) Structures. No new structures shall be erected on the property other than:
 - (1) a public facility that is open on all sides and functionally related to the open space use;
 - (2) a restroom; or
 - (3) a structure that is compatible with the uses described in Paragraph 1(a), above, and approved by Cass County in writing prior to the commencement of the construction of the structure.
2. Inspection. FEMA, its representatives, and assigns, including Cass County, shall have the right to enter upon the property, at reasonable times and with reasonable notice, for the purpose of inspecting the property to ensure compliance with the above terms.
3. Enforcement. Any violation of these terms may, at Cass County's sole discretion, be deemed a default with all the rights and remedies available under the attached Lease.

LEASE OF PROPERTY

THIS LEASE is made by and between Cass County, North Dakota (hereinafter "County") and Corey and Sherri Smith, 7604 Brink Drive, Horace ND 58047-9543 (hereinafter "Lessee").

THE PARTIES HEREBY COVENANT AND AGREE AS FOLLOWS:

1. Property: The County hereby offers to lease, and the Lessee agrees to lease, the property situated in the Township of Pleasant, County of Cass, State of North Dakota, described as: Lot 13 Block 2 of River Shore Subdivision **also known as 4966 Klitzke Drive** (hereinafter "property").
2. Term: The term of this lease shall commence on January 1, 2022, and expire at midnight on December 31, 2022.
3. Rent: Rent shall be \$10 dollars per year or part thereof, payable in advance of the commencement day, to the County by and through the Cass County Auditor at the address given in the section herein entitled Notices.
4. Use: The property shall only be used for purposes consistent with those contained in Exhibit 1 (attached). Furthermore, the property shall not be used for, among other purposes, parking vehicles; building any kind of structure without prior written approval of the County; storage of any kind of equipment or personal property; placement of any signs; or disposal of any kind of materials, whether hazardous or not.

The keeping of horses within portable fencing for grazing purposes is allowed. The determination of compliance with these limitations on use of the property shall be at the County's sole discretion.
5. Delivery of Possession: Lessee acknowledges that Lessee has inspected the property and accepts it as suitable for the purpose and use described in this Lease and that the property then complies with the use limitations.
6. Insurance: At all times during the term of this Lease, Lessee shall maintain at Lessee's sole expense, public liability and property damage liability insurance in an amount not less than \$500,000. Lessee shall deliver to County a copy of the certificate of insurance prior to the commencement, and renewal if applicable, of this Lease. County makes no representation that the limits of liability specified herein are adequate to protect Lessee.
7. Indemnification: County shall not be liable for any damage to Lessee, or any other person, or to any property, occurring on the premises or any part thereof, unless such damage is the proximate result of the negligence of an unlawful act of the County. Lessee agrees to hold the County harmless from any claims for damages occurring on the property, no matter how caused, except for injury damages for which County is legally responsible.

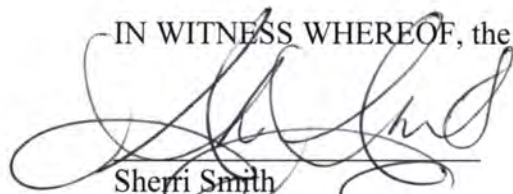
8. Ordinances and Statutes: Lessee shall comply with all statutes, ordinances and requirements of municipal, state and federal authorities.
9. Assignment and Subletting: Lessee shall not assign this Lease or sublet any portion of the property without prior written consent of the County.
10. Entry/Inspection of Property: Lessee shall permit County or County's agents to enter and inspect the property at any reasonable time for the purpose of verifying compliance with the terms of this Lease.
11. Maintenance: Lessee shall, at his/her own expense, and at all times, remove snow from any sidewalks, keep the property clear of rubbish or weeds, regularly mow the grass, irrigate or water the property in a manner sufficient to maintain the property but not in a manner inconsistent with governing statutes, ordinances or rules.
12. Default - Event: Lessee will be in default of this Lease for failure to timely pay any rent, or failure to abide by any material terms or conditions of this Lease including, but not limited to, the limitations on use of the property, and such default continues for ten (10) days after written notice from County.
13. Default – County's Remedies: If any one or more of the default events set forth herein occurs, then the County may, in its sole discretion, do one or more of the following:
 1. Give Lessee written notice of its intention to terminate this Lease on the date of such notice, or on any later date that the County may specify in such notice. On the date so specified in such notice, Lessee's right to use of the property will cease and the Lease will be terminated.
 2. Remove personal property and/or other materials that reflect an inappropriate use of the property, and charge Lessee a reasonable sum for removal, storage or/and disposal of such items.
 3. Collect all reasonable attorney fees, costs and disbursements that may arise as a result of any suit filed as a result of Lessee's default.
 4. Exercise such rights or remedies that may be provided by law.
14. Notices: Any notice which either party may or is required to give, may be given by mailing the same, postage prepaid, to the Lessee or County at the respective addresses given below, or at such other places as may be designated by the parties in writing from time-to-time, or may be delivered in person.

County: P.O. Box 2806, 211 9th Street So., Fargo, ND 58108.

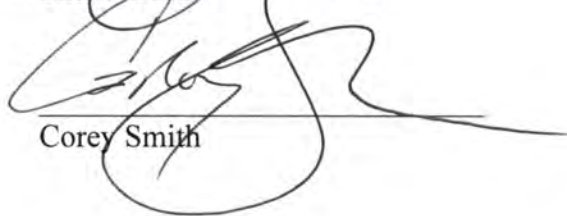
Lessee: 7604 Brink Drive, Horace ND 58047-9543

15. Binding Effect: All the provisions hereof shall extend to and be binding upon, and in favor of or against (as the case may be), the heirs, executors, administrators, guardians, assigns and successors in interest of the parties hereto.
16. Severability: If any provision of this Lease should be found invalid or unenforceable, then the rest and remainder of the provisions shall remain valid and enforceable.
17. Entire Agreement: This Lease represents the entire agreement between the parties and there are no collateral or oral agreements or understandings and any executory agreement hereafter made shall be made ineffective to change, modify or discharge this lease, in whole or in part, unless such agreement is in writing and signed by the party against whom enforcement of the change, modification or discharge is sought.
18. Construction: All provisions hereof and words and phrases used herein shall be governed and construed under the laws of the State of North Dakota.
19. Time is of the Essence: Time is of the essence for each term and provision of this lease.
20. Effective Date: The effective date of this lease is January 1, 2022, regardless of the day that the parties may have signed this agreement.


IN WITNESS WHEREOF, the parties hereto affix their signatures:



Sherri Smith



Corey Smith



Chair
Cass County Commission

EXHIBIT 1

Additional Lease Terms and Conditions

WHEREAS, Cass County North Dakota became the rightful owner of certain real property, more fully described in the attached Lease, through the use of certain disaster relief funds under Section 404 of the Stafford Act; and

WHEREAS, the terms of the Stafford Act, and related regulations and agreements (e.g., FEMA-State Agreement) require that Cass County agree to conditions which are intended to restrict the use of the land to open space in perpetuity in order to protect and preserve natural flood plain values;

NOW, THEREFORE, the attached Lease is made subject to the following additional terms and conditions:

21. Terms. Pursuant to the terms of the Stafford Act, regulations promulgated thereunder (44-C.F.R. 206-434), as they read now and may be amended in the future, and the FEMA-State Agreement, the following conditions and restrictions shall apply to the leased property:
 - (a) Compatible Uses. The land shall be used for purposes compatible with open space, recreational, or wetlands management practices; in general, such uses include parks for outdoor recreational activities, nature reserves, unimproved previous parking lots and other uses described in 44 C.F.R. Section 206-434, as it reads now and may be amended in the future.
 - (b) Structures. No new structures shall be erected on the property other than:
 - (1) a public facility that is open on all sides and functionally related to the open space use;
 - (2) a restroom; or
 - (3) a structure that is compatible with the uses described in Paragraph 1(a), above, and approved by Cass County in writing prior to the commencement of the construction of the structure.
2. Inspection. FEMA, its representatives, and assigns, including Cass County, shall have the right to enter upon the property, at reasonable times and with reasonable notice, for the purpose of inspecting the property to ensure compliance with the above terms.
3. Enforcement. Any violation of these terms may, at Cass County's sole discretion, be deemed a default with all the rights and remedies available under the attached Lease.

LEASE OF PROPERTY

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THE PARTIES HEREBY COVENANT AND AGREE AS FOLLOWS:

1. Property: The County hereby offers to lease, and the Lessee agrees to lease, the property situated in the Township of Pleasant, County of Cass, State of North Dakota, described as: Lot 14 and Lot 15 Block 2 of River Shore Subdivision **also known as 4972 Klitzke Drive** (hereinafter "property").
2. Term: The term of this lease shall commence on January 1, 2022, and expire at midnight on December 31, 2022.
3. Rent: Rent shall be \$10 dollars per year or part thereof, payable in advance of the commencement day, to the County by and through the Cass County Auditor at the address given in the section herein entitled Notices.
4. Use: The property shall only be used for purposes consistent with those contained in Exhibit 1 (attached). Furthermore, the property shall not be used for, among other purposes, parking vehicles; building any kind of structure without prior written approval of the County; storage of any kind of equipment or personal property; placement of any signs; or disposal of any kind of materials, whether hazardous or not.

The keeping of horses within portable fencing for grazing purposes is allowed. The determination of compliance with these limitations on use of the property shall be at the County's sole discretion.
5. Delivery of Possession: Lessee acknowledges that Lessee has inspected the property and accepts it as suitable for the purpose and use described in this Lease and that the property then complies with the use limitations.
6. Insurance: At all times during the term of this Lease, Lessee shall maintain at Lessee's sole expense, public liability and property damage liability insurance in an amount not less than \$500,000. Lessee shall deliver to County a copy of the certificate of insurance prior to the commencement, and renewal if applicable, of this Lease. County makes no representation that the limits of liability specified herein are adequate to protect Lessee.
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8. Ordinances and Statutes: Lessee shall comply with all statutes, ordinances and requirements of municipal, state and federal authorities.
9. Assignment and Subletting: Lessee shall not assign this Lease or sublet any portion of the property without prior written consent of the County.
10. Entry/Inspection of Property: Lessee shall permit County or County's agents to enter and inspect the property at any reasonable time for the purpose of verifying compliance with the terms of this Lease.
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 1. Give Lessee written notice of its intention to terminate this Lease on the date of such notice, or on any later date that the County may specify in such notice. On the date so specified in such notice, Lessee's right to use of the property will cease and the Lease will be terminated.
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County: P.O. Box 2806, 211 9th Street So., Fargo, ND 58108.

Lessee: 7604 Brink Drive, Horace ND 58047-9543

15. Binding Effect: All the provisions hereof shall extend to and be binding upon, and in favor of or against (as the case may be), the heirs, executors, administrators, guardians, assigns and successors in interest of the parties hereto.
16. Severability: If any provision of this Lease should be found invalid or unenforceable, then the rest and remainder of the provisions shall remain valid and enforceable.
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18. Construction: All provisions hereof and words and phrases used herein shall be governed and construed under the laws of the State of North Dakota.
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20. Effective Date: The effective date of this lease is January 1, 2022, regardless of the day that the parties may have signed this agreement.

IN WITNESS WHEREOF, the parties hereto affix their signatures:



Sherri Smith



Corey Smith

Chair
Cass County Commission

EXHIBIT 1

Additional Lease Terms and Conditions

WHEREAS, Cass County North Dakota became the rightful owner of certain real property, more fully described in the attached Lease, through the use of certain disaster relief funds under Section 404 of the Stafford Act; and

WHEREAS, the terms of the Stafford Act, and related regulations and agreements (e.g., FEMA-State Agreement) require that Cass County agree to conditions which are intended to restrict the use of the land to open space in perpetuity in order to protect and preserve natural flood plain values;

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3. Enforcement. Any violation of these terms may, at Cass County's sole discretion, be deemed a default with all the rights and remedies available under the attached Lease.

LEASE OF PROPERTY

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THE PARTIES HEREBY COVENANT AND AGREE AS FOLLOWS:

1. Property: The County hereby offers to lease, and the Lessee agrees to lease, the property situated in the Township of Pleasant, County of Cass, State of North Dakota, described as: Lot 16 Block 2 of River Shore Subdivision **also known as 4978 Klitzke Drive** (hereinafter "property").
2. Term: The term of this lease shall commence on January 1, 2022, and expire at midnight on December 31, 2022.
3. Rent: Rent shall be \$10 dollars per year or part thereof, payable in advance of the commencement day, to the County by and through the Cass County Auditor at the address given in the section herein entitled Notices.
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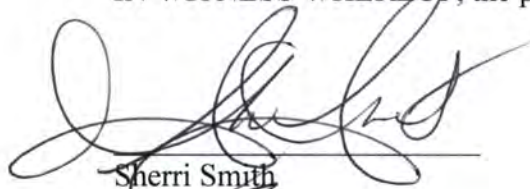
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County: P.O. Box 2806, 211 9th Street So., Fargo, ND 58108.

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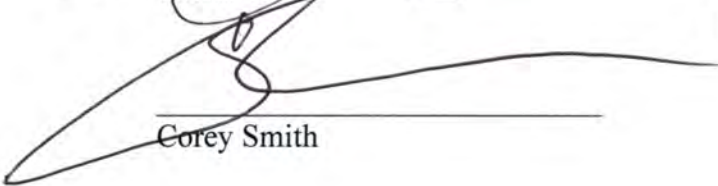
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17. Entire Agreement: This Lease represents the entire agreement between the parties and there are no collateral or oral agreements or understandings and any executory agreement hereafter made shall be made ineffective to change, modify or discharge this lease, in whole or in part, unless such agreement is in writing and signed by the party against whom enforcement of the change, modification or discharge is sought.
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20. Effective Date: The effective date of this lease is January 1, 2022, regardless of the day that the parties may have signed this agreement.

IN WITNESS WHEREOF, the parties hereto affix their signatures:



Sherri Smith

Chair
Cass County Commission



Corey Smith

EXHIBIT 1

Additional Lease Terms and Conditions

WHEREAS, Cass County North Dakota became the rightful owner of certain real property, more fully described in the attached Lease, through the use of certain disaster relief funds under Section 404 of the Stafford Act; and

WHEREAS, the terms of the Stafford Act, and related regulations and agreements (e.g., FEMA-State Agreement) require that Cass County agree to conditions which are intended to restrict the use of the land to open space in perpetuity in order to protect and preserve natural flood plain values;

NOW, THEREFORE, the attached Lease is made subject to the following additional terms and conditions:

21. Terms. Pursuant to the terms of the Stafford Act, regulations promulgated thereunder (44-C.F.R. 206-434), as they read now and may be amended in the future, and the FEMA-State Agreement, the following conditions and restrictions shall apply to the leased property:
 - (a) Compatible Uses. The land shall be used for purposes compatible with open space, recreational, or wetlands management practices; in general, such uses include parks for outdoor recreational activities, nature reserves, unimproved previous parking lots and other uses described in 44 C.F.R. Section 206-434, as it reads now and may be amended in the future.
 - (b) Structures. No new structures shall be erected on the property other than:
 - (1) a public facility that is open on all sides and functionally related to the open space use;
 - (2) a restroom; or
 - (3) a structure that is compatible with the uses described in Paragraph 1(a), above, and approved by Cass County in writing prior to the commencement of the construction of the structure.
2. Inspection. FEMA, its representatives, and assigns, including Cass County, shall have the right to enter upon the property, at reasonable times and with reasonable notice, for the purpose of inspecting the property to ensure compliance with the above terms.
3. Enforcement. Any violation of these terms may, at Cass County's sole discretion, be deemed a default with all the rights and remedies available under the attached Lease.

LEASE OF PROPERTY

THIS LEASE is made by and between Cass County, North Dakota (hereinafter "County") and Trenton Allen, 1114 71st Avenue South, Fargo ND 58104-7309 (hereinafter "Lessee").

THE PARTIES HEREBY COVENANT AND AGREE AS FOLLOWS:

1. Property: The County hereby offers to lease, and the Lessee agrees to lease, the property situated in the Township of Stanley, County of Cass, State of North Dakota, described as: Lot 8 Block 3, Chrisan 2nd Addition Parcel No. 64-0400-00210-000 also known as 7105 Chrisan Blvd (hereinafter "property").
2. Term: The term of this lease shall commence on January 1, 2022, and expire at midnight on December 31, 2022.
3. Rent: Rent shall be \$10 dollars per year, payable in advance of the commencement day, to the County by and through the Cass County Auditor at the address given in the section herein entitled Notices.
4. Use: The property shall only be used for purposes consistent with those contained in Exhibit 1 (attached). Furthermore, the property shall not be used for, among other purposes, parking vehicles; building any kind of structure without prior written approval of the County; storage of any kind of equipment or personal property; placement of any signs; raising or keeping of animals; or disposal of any kind of materials, whether hazardous or not. The determination of compliance with these limitations on use of the property shall be at the County's sole discretion.
5. Maintenance: The portion of the lot visible to the general public shall be mowed a minimum of once per month during the growing season.
6. Delivery of Possession: Lessee acknowledges that Lessee has inspected the property and accepts it as suitable for the purpose and use described in this Lease and that the property then complies with the use limitations.
7. Insurance: At all times during the term of this Lease, Lessee shall maintain at Lessee's sole expense, public liability and property damage liability insurance in an amount not less than \$500,000. Lessee shall deliver to County a copy of the certificate of insurance prior to the commencement, and renewal if applicable, of this Lease. County makes no representation that the limits of liability specified herein are adequate to protect Lessee.

8. Indemnification: County shall not be liable for any damage to Lessee, or any other person, or to any property, occurring on the premises or any part thereof, unless such damage is the proximate result of the negligence or an unlawful act of the County. Lessee agrees to hold the County harmless from any claims for damages occurring on the property, no matter how caused, except for injury damages for which County is legally responsible.
9. Ordinances and Statutes: Lessee shall comply with all statutes, ordinances and requirements of municipal, state and federal authorities.
10. Assignment and Subletting: Lessee shall not assign this Lease or sublet any portion of the property without prior written consent of the County.
11. Entry/Inspection of Property: Lessee shall permit County or County's agents to enter and inspect the property at any reasonable time for the purpose of verifying compliance with the terms of this Lease.
12. Maintenance: Lessee shall, at his/her own expense, and at all times, remove snow from any sidewalks, keep the property clear of rubbish or weeds, regularly mow the grass, irrigate or water the property in a manner sufficient to maintain the property but not in a manner inconsistent with governing statutes, ordinances or rules.
13. Default - Event: Lessee will be in default of this Lease for failure to timely pay any rent, or failure to abide by any material terms or conditions of this Lease including, but not limited to, the limitations on use of the property, and such default continues for ten (10) days after written notice from County.
14. Default - County's Remedies: If any one or more of the default events set forth herein occurs, then the County may, in its sole discretion, do one or more of the following:
 1. Give Lessee written notice of its intention to terminate this Lease on the date of such notice, or on any later date that the County may specify in such notice. On the date so specified in such notice, Lessee's right to use of the property will cease and the Lease will be terminated.
 2. Remove personal property and/or other materials that reflect an inappropriate use of the property, and charge Lessee a reasonable sum for removal, storage or/and disposal of such items.
 3. Collect all reasonable attorney fees, costs and disbursements that may arise as a result of any suit filed as a result of Lessee's default.
 4. Exercise such rights or remedies that may be provided by law.

15. Notices: Any notice which either party may or is required to give, may be given by mailing the same, postage prepaid, to the Lessee or County at the respective addresses given below, or at such other places as may be designated by the parties in writing from time-to-time, or may be delivered in person.

County: 211 9th Street South, P.O. Box 2806, Fargo, ND 58108-2806

Lessee: 1114 71st Avenue South, Fargo ND 58104-7309

16. Binding Effect: All the provisions hereof shall extend to and be binding upon, and in favor of or against (as the case may be), the heirs, executors, administrators, guardians, assigns and successors in interest of the parties hereto.

17. Severability: If any provision of this Lease should be found invalid or unenforceable, then the rest and remainder of the provisions shall remain valid and enforceable.


18. Entire Agreement: This Lease represents the entire agreement between the parties and there are no collateral or oral agreements or understandings and any executory agreement hereafter made shall be made ineffective to change, modify or discharge this lease, in whole or in part, unless such agreement is in writing and signed by the party against whom enforcement of the change, modification or discharge is sought.

19. Construction: All provisions hereof and words and phrases used herein shall be governed and construed under the laws of the State of North Dakota.

20. Time is of the Essence: Time is of the essence for each term and provision of this lease.

21. Effective Date: The effective date of this lease is January 1, 2022, regardless of the day that the parties may have signed this agreement.

IN WITNESS WHEREOF, the parties hereto affix their signatures:



Lessee

Cass County

By: Chair
Cass County Commission

EXHIBIT 1

Additional Lease Terms and Conditions

WHEREAS, Cass County North Dakota became the rightful owner of certain real property, more fully described in the attached Lease, through the use of certain disaster relief funds under Section 404 of the Stafford Act; and

WHEREAS, the terms of the Stafford Act, and related regulations and agreements (e.g., FEMA-State Agreement) require that Cass County agree to conditions which are intended to restrict the use of the land to open space in perpetuity in order to protect and preserve natural flood plain values;

NOW, THEREFORE, the attached Lease is made subject to the following additional terms and conditions:

1. Terms. Pursuant to the terms of the Stafford Act, regulations promulgated thereunder (44-C.F.R. 206-434), as they read now and may be amended in the future, and the FEMA-State Agreement, the following conditions and restrictions shall apply to the leased property:
 - (a) Compatible Uses. The land shall be used for purposes compatible with open space, recreational, or wetlands management practices; in general, such uses include parks for outdoor recreational activities, nature reserves, unimproved previous parking lots and other uses described in 44 C.F.R. Section 206-434, as it reads now and may be amended in the future.
 - (b) Structures. No new structures shall be erected on the property other than:
 - (1) a public facility that is open on all sides and functionally related to the open space use;
 - (2) a restroom; or
 - (3) a structure that is compatible with the uses described in Paragraph 1(a), above, and approved by Cass County in writing prior to the commencement of the construction of the structure.
2. Inspection. FEMA, its representatives, and assigns, including Cass County, shall have the right to enter upon the property, at reasonable times and with reasonable notice, for the purpose of inspecting the property to ensure compliance with the above terms.
3. Enforcement. Any violation of these terms may, at Cass County's sole discretion, be deemed a default with all the rights and remedies available under the attached Lease.



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 

DATE: January 21, 2022

SUBJECT: Consent Agenda Item for February 7, 2022 Commission Meeting: CH2207 Sealcoat

Attached are the contract documents with Morris Sealcoat & Trucking, Inc. for Sealcoat on various Cass County Highways.

SUGGESTED MOTION: AUTHORIZE CHAIRPERSON TO SIGN PURCHASE ORDER AND CONTRACT DOCUMENTS WITH MORRIS SEALCOAT & TRUCKING, INC. FOR THE SEALCOAT ON THE CASS COUNTY HIGHWAYS STATED ABOVE SUBJECT TO STATE'S ATTORNEYS APPROVAL.

J:\Admin-Eng\Commission Corrsp\2022 Commission Correspondence\CH2207 SEALCOAT\Consent Agenda Memo Morris Sealcoat CH2207.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:

Morris Sealcoat & Trucking, Inc., 46253 208th ST, Morris, MN 56267

DATE OF REQUEST: January 21, 2022

DATE OF EXPECTED RETURN TO THE COMMISSION OFFICE: February 7, 2022

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

STATE'S ATTORNEY SIGNATURE: Tracy Peters

STATE'S ATTORNEY COMMENTS: approved as to form.

PORTFOLIO COMMISSIONER SIGNATURE: _____

Request for bids for Sealcoat located on various Cass County Highways was received.

<u>Engineer's Estimate</u>	<u>CH2207</u>	<u>Total</u>
	\$806,734.13	\$806,734.13

The bids were received as follows:

<u>Contractor</u>	<u>CH2207</u>	<u>Total</u>
Morris Sealcoat & Trucking	\$908,065.90	\$908,065.90
ASTECH Corporation	\$996,757.96	\$996,757.96
Bituminous Paving, Inc.	\$1,115,074.82	\$1,115,074.82

SUGGESTED MOTION: AUTHORIZE CHAIRPERSON TO SIGN PURCHASE ORDER AND CONTRACT DOCUMENTS WITH MORRIS SEALCOAT & TRUCKING, INC. FOR THE SEALCOAT ON THE CASS COUNTY HIGHWAYS 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, **Morris Sealcoat & Trucking, Inc., 46253 208th ST, 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 **Projects CH2207**. In accordance and in conformity with the provisions of this contract, the project proposal, the standard specification, supplemental specifications, special provisions, and all of which are hereby made a part of this agreement as fully and to the same effect as if the same had been set forth in the body of this agreement. References in the Standard Specifications for Road and Bridge Construction, 2020 edition, to the North Dakota Department of Transportation or Department must be construed as referring to the owner. Likewise, a reference by the same works to engineer or director must be construed as referring to the owner of the project.

2. The party of the first part agrees and promises to pay to the Contractor for said work, when completed and accepted in accordance with the provisions of this contract, the price set forth in the said proposal, amounting approximately to **Nine Hundred Eight Thousand, Sixty Five Dollars and Ninety Cents (\$908,065.90)** 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 _____ 2022.

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. CH2207

KNOW ALL PERSONS BY THESE PRESENTS, that we Morris Sealcoat & Trucking, Inc., 46253 208th ST, 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 **Nine Hundred Eight Thousand, Sixty Five Dollars and Ninety Cents (\$908,065.90)** 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: Sealcoat

CH2207, 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 _____ 2022.

(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 _____ 2022, 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 _____ 2022, 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 _____ 2022.

Cass County States Attorney

Approved by owner this _____ day of _____ 2022.

By _____
Chairperson, Cass County Board of Commissioners



PURCHASE ORDER

PAGE: 1
 P.O. NO.: 149788
 DATE: 01/24/22

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

MORRIS SEALCOAT & TRUCKING, IN
 46253 208TH ST
 MORRIS, MN 56267

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

VENDOR NO.		3063	
DELIVER BY	SHIP VIA	F.O.B.	TERMS
01/24/22			NET
CONFIRM BY		CONFIRM TO	REQUISITIONED BY
		HALLAND, SHARI K	JASON BENSON
FREIGHT	CONTRACT NO.	ACCOUNT NO.	PROJECT
		211-4001-431.45-02	CH2207MORRIS
			REQ. NO.
			01/24/22
			REQ. DATE

LINE NO.	QUANTITY	UOM	ITEM NO. AND DESCRIPTION	UNIT COST	EXTENDED COST
1	108967.91	EA	2022 SEALCOAT	1.0000	108967.91
SUB-TOTAL					108967.91



108967.91

AUTHORIZED BY _____
 COUNTY OFFICIAL



PURCHASE ORDER

PAGE: 1
 P.O. NO.: 149789
 DATE: 01/24/22

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

MORRIS SEALCOAT & TRUCKING, IN
 46253 208TH ST
 MORRIS, MN 56267

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

VENDOR NO.		3063			
DELIVER BY	SHIP VIA	F.O.B.	TERMS		
01/24/22			NET		
CONFIRM BY		CONFIRM TO		REQUISITIONED BY	
		HALLAND, SHARI K		JASON BENSON	
FREIGHT	CONTRACT NO.	ACCOUNT NO.	PROJECT	REQ. NO.	REQ. DATE
		211-4001-431.45-02	CH2207	MORRIS	01/24/22
LINE NO.	QUANTITY	UOM	ITEM NO. AND DESCRIPTION	UNIT COST	EXTENDED COST
1	217935.82	EA	2022 SEALCOAT	1.0000	217935.82
SUB-TOTAL					217935.82
					217935.82

CASS COUNTY
GOVERNMENT



AUTHORIZED BY _____ COUNTY OFFICIAL



PURCHASE ORDER

PAGE: 1
 P.O. NO.: 149792
 DATE: 01/24/22

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

MORRIS SEALCOAT & TRUCKING, IN
 46253 208TH ST
 MORRIS, MN 56267

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

VENDOR NO.		3063	
DELIVER BY	SHIP VIA	F.O.B.	TERMS
01/24/22			NET
CONFIRM BY		CONFIRM TO	
		HALLAND, SHARI K	
REQUISITIONED BY		JASON BENSON	
FREIGHT	CONTRACT NO.	ACCOUNT NO.	PROJECT
		211-4001-431.45-02	CH2207MORRIS
			REQ. NO.
			01/24/22
			REQ. DATE

LINE NO.	QUANTITY	UOM	ITEM NO. AND DESCRIPTION	UNIT COST	EXTENDED COST
1	272419.76	EA	2022 SEALCOAT	1.0000	272419.76
SUB-TOTAL					272419.76



272419.76

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:} 

DATE: January 21, 2022

SUBJECT: Consent Agenda Item for February 7, 2022 Commission Meeting: CH2206 Pavement Marking Installation

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

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

J:\Admin-Eng\Commission Corrsp\2022 Commission Correspondence\CH2206 PAVEMENT MARKING\Consent Agenda Memo Northstar Safety Inc Pavement Marking CH2206.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:

NorthStar Safety, Inc., 794 West Main Ave, West Fargo, ND 58078

DATE OF REQUEST: January 21, 2022

DATE OF EXPECTED RETURN TO THE COMMISSION OFFICE: February 7, 2022

DEPARTMENT HEAD REQUESTING SIGNATURE: Jason Benson, 701-298-2372 ^{For 12}

STATE'S ATTORNEY SIGNATURE: Tracy Peters

STATE'S ATTORNEY COMMENTS: approved as to form.
TP

PORTFOLIO COMMISSIONER SIGNATURE: _____

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

<u>Engineer's Estimate</u>	<u>CH2206</u>	<u>Total</u>
	\$272,515.73	\$272,515.73

The bids were received as follows:

<u>Contractor</u>	<u>CH2206</u>	<u>Total</u>
NorthStar Safety, Inc.	\$310,311.80	\$310,311.80

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

J:\Admin-Eng\Commission Corresp\2022 Commission Correspondence\CH2206 PAVEMENT MARKING\Contract Approval Request Northstar Safety Inc CH2206.doc.docx

**CASS COUNTY HIGHWAY DEPARTMENT
CONTRACT**

This agreement made and entered into by Cass County, North Dakota, party of the first part, and **NorthStar Safety, Inc., 794 West Main Ave., West Fargo, ND 58078** 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 CH2206**. In accordance and in conformity with the provisions of this contract, the project proposal, the standard specification, supplemental specifications, special provisions, and all of which are hereby made a part of this agreement as fully and to the same effect as if the same had been set forth in the body of this agreement. References in the Standard Specifications for Road and Bridge Construction, 2020 edition, to the North Dakota Department of Transportation or Department must be construed as referring to the owner. Likewise, a reference by the same works to engineer or director must be construed as referring to the owner of the project.

2. The party of the first part agrees and promises to pay to the Contractor for said work, when completed and accepted in accordance with the provisions of this contract, the price set forth in the said proposal, amounting approximately to **Three Hundred Ten Thousand, Three Hundred Eleven Dollars and Eighty Cents (\$310,311.80)** 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 _____ 2022.

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. CH2206

KNOW ALL PERSONS BY THESE PRESENTS, that we NorthStar Safety, Inc., 794 West Main Ave., West Fargo,

ND 58078 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 Ten Thousand, Three Hundred Eleven Dollars and Eighty Cents (\$310,311.80) 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

CH2206, 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 _____ 2022.

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 _____ 2022, 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 _____ 2022, 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 _____ 2022.

Cass County States Attorney

Approved by owner this _____ day of _____ 2022.

By _____
Chairperson, Cass County Board of Commissioners



PURCHASE ORDER

PAGE: 1
 P.O. NO.: 149795
 DATE: 01/24/22

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

NORTHSTAR SAFETY, INC.
 794 WEST MAIN
 WEST FARGO, ND 58078

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

VENDOR NO.		2063							
DELIVER BY		SHIP VIA		F.O.B.		TERMS			
01/24/22		PICK UP				NET			
CONFIRM BY			CONFIRM TO			REQUISITIONED BY			
			HALLAND, SHARI K			JASON BENSON			
FREIGHT		CONTRACT NO.		ACCOUNT NO.		PROJECT		REQ. NO.	REQ. DATE
				211-4001-431.45-06		CH2206		NORTHSTAR	01/24/22
LINE NO.	QUANTITY	UOM	ITEM NO. AND DESCRIPTION				UNIT COST	EXTENDED COST	
1	310311.80	EA	2022 PAVEMENT MARKING INSTALLATION				1.0000	310311.80	
							SUB-TOTAL	310311.80	
								310311.80	

CASS COUNTY GOVERNMENT



AUTHORIZED BY _____ COUNTY OFFICIAL



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}

DATE: January 21, 2022

SUBJECT: Consent Agenda Item for February 7, 2022 Commission Meeting: CH2205 HMA, Shoulders, & Seeding

Attached are the contract documents with Border States Paving, Inc. for HMA, Shoulders, & Seeding on 76th Ave S; From 3,226' East of Cass Hwy 17 to 45th St S & 45th St S; From 76th Ave S To 64th Ave S.

SUGGESTED MOTION: AUTHORIZE CHAIRPERSON TO SIGN PURCHASE ORDER AND CONTRACT DOCUMENTS WITH BORDER STATES PAVING, INC. FOR THE HMA, SHOULDERS, & SEEDING ON THE CASS COUNTY HIGHWAYS 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\2022 Commission Correspondence\CH2205 76TH AVE HMA SURFACING\Agenda Memo
CH2205 Border States.docx

CONTRACT APPROVAL REQUEST

COMPANY REQUESTING CONTRACT:

Border States Paving, Inc., PO Box 2586, Fargo, ND 58108

DATE OF REQUEST: January 21, 2022

DATE OF EXPECTED RETURN TO THE COMMISSION OFFICE: February 7, 2022

DEPARTMENT HEAD REQUESTING SIGNATURE: Jason Benson, 701-298-2372 ^{PR:}

STATE'S ATTORNEY SIGNATURE: Tracy Peters

STATE'S ATTORNEY COMMENTS: _____

approved as to form

PORTFOLIO COMMISSIONER SIGNATURE: _____

Request for bids for HMA, Shoulders, & Seeding on 76th Ave S; From 3,226' East of Cass Hwy 17 to 45th St S & 45th St S; From 76th Ave S To 64th Ave S. was received.

<u>Engineer's Estimate</u>	<u>CH2205</u>	<u>Total</u>
	\$1,585,580.00	\$1,585,580.00

The bids were received as follows:

<u>Contractor</u>	<u>CH2205</u>	<u>Total</u>
Border States Paving, Inc.	\$1,563,023.95	\$1,563,023.95
Central Specialties, Inc.	\$1,741,683.50	\$1,741,683.50
Knife River Materials	\$1,791,054.50	\$1,791,054.50
Mark Sand & Gravel Co.	\$1,859,124.70	\$1,859,124.70
Northern Improvement Co.	\$1,873,790.80	\$1,873,790.80
RJ Zavoral and Sons, Inc.	\$1,923,169.87	\$1,923,169.87

SUGGESTED MOTION: AUTHORIZE CHAIRPERSON TO SIGN PURCHASE ORDER AND CONTRACT DOCUMENTS WITH BORDER STATES PAVING FOR THE HMA, SHOULDERS, & SEEDING ON THE CASS COUNTY HIGHWAYS STATED ABOVE SUBJECT TO STATE'S ATTORNEYS APPROVAL.

**CASS COUNTY HIGHWAY DEPARTMENT
CONTRACT**

This agreement made and entered into by Cass County, North Dakota, party of the first part, and **Border States Paving, Inc., PO Box 2586, Fargo, ND 58108** party of the second part (hereinafter called Contractor), WITNESSETH:

1. That for and in consideration of the payments to be made by the party of the first part, the contractor promises and agrees to furnish and deliver all labor, equipment, and materials, and to pay or cause to be paid as they become due, all claims for any work, labor, materials, equipment, including equipment rental or repair, and other supplies or insurance premiums, all of which are attributable to or utilized in and about the improvement and construction of **Projects CH2205**. In accordance and in conformity with the provisions of this contract, the project proposal, the standard specification, supplemental specifications, special provisions, and all of which are hereby made a part of this agreement as fully and to the same effect as if the same had been set forth in the body of this agreement. References in the Standard Specifications for Road and Bridge Construction, 2020 edition, to the North Dakota Department of Transportation or Department must be construed as referring to the owner. Likewise, a reference by the same works to engineer or director must be construed as referring to the owner of the project.

2. The party of the first part agrees and promises to pay to the Contractor for said work, when completed and accepted in accordance with the provisions of this contract, the price set forth in the said proposal, amounting approximately to **One Million, Five Hundred Sixty Three Thousand, Twenty Three Dollars and Ninety Five Cents (\$1,563,023.95)** 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 _____ 2022.

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. CH2205

KNOW ALL PERSONS BY THESE PRESENTS, that we Border States Paving, Inc., PO Box 2586, Fargo, ND 58108

as principal, and _____

NAME AND ADDRESS OF SURETY

as surety, are held and firmly bound unto Cass County, North Dakota, as owner in the penal sum of **One Million, Five Hundred Sixty Three Thousand, Twenty Three Dollars and Ninety Five Cents (\$1,563,023.95)** 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: **HMA, Shoulders, & Seeding**

CH2205, 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 _____ 2022.

(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 _____ 2022, 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 _____ 2022, 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 _____ 2022.

Cass County States Attorney

Approved by owner this _____ day of _____ 2022.

By _____

Chairperson, Cass County Board of Commissioners



PURCHASE ORDER

PAGE: 1
 P.O. NO.: 149794
 DATE: 01/24/22

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

BORDER STATES PAVING, INC.
 PO BOX 2586
 FARGO, ND 58108

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

VENDOR NO.		SHIP VIA		F.O.B.		TERMS	
573						NET	
DELIVER BY		CONFIRM BY		CONFIRM TO		REQUISITIONED BY	
01/24/22				HALLAND, SHARI K		JASON BENSON	
FREIGHT		CONTRACT NO.		ACCOUNT NO.		REQ. NO.	
				211-4001-431.45-75		CH2205BSP	
						REQ. DATE	
						01/24/22	

LINE NO.	QUANTITY	UOM	ITEM NO. AND DESCRIPTION	UNIT COST	EXTENDED COST
1	1563023.95	EA	HMA, SHOULDERS & SEEDING	1.0000	1563023.95
SUB-TOTAL					1563023.95



1563023.95

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 ^{RLP}

DATE: January 21, 2022

SUBJECT: Consent Agenda Item for February 7, 2022 Commission Meeting: CB1202 Bridge Replacement

Attached are the contract documents with Industrial Builders, Inc. for Grading, Drain 14 Realignment, Bituminous Surfacing, Guardrail, Bridge Removal, And 161' Long Prestressed Box Beam Bridge Over Drain 14 In Sections 8/9 Mapleton Township on Cass County Highway 15.

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\2022 Commission Correspondence\CB1202 BRIDGE REPLACEMENT C15 8-9
MAPLETON\Agenda Memo CB1202 Industrial Builders.docx.docx

CONTRACT APPROVAL REQUEST

COMPANY REQUESTING CONTRACT:

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

DATE OF REQUEST: January 21, 2022

DATE OF EXPECTED RETURN TO THE COMMISSION OFFICE: February 7, 2022

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

STATE'S ATTORNEY SIGNATURE: Tracy Peters

STATE'S ATTORNEY COMMENTS: approved as to form

PORTFOLIO COMMISSIONER SIGNATURE: _____

Request for bids for Grading, Drain 14 Realignment, Bituminous Surfacing, Guardrail, Bridge Removal, And 161' Long Prestressed Box Beam Bridge Over Drain 14 In Sections 8/9 Mapleton Township on Cass County Highway 15 was received.

<u>Engineer's Estimate</u>	<u>CB1202</u>	<u>Total</u>
	\$2,113,192.85	\$2,113,192.85

The bids were received as follows:

<u>Contractor</u>	<u>CB1202</u>	<u>Total</u>
Industrial Builders, Inc.	\$1,841,969.69	\$1,841,969.69
Robert R. Schroeder Construction Co.	\$1,956,386.84	\$1,956,386.84
Swingen Construction Company	\$2,305,999.50	\$2,305,999.50
Duininck, Inc.	\$3,430,668.30	\$3,430,668.30

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.

J:\Admin-Eng\Commission Corrsp\2022 Commission Correspondence\CB1202 BRIDGE REPLACEMENT C15 8-9 MAPLETON\Contract Approval Request CB1202 Industrial Builders.docx.docx

**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 CB1202**. In accordance and in conformity with the provisions of this contract, the project proposal, the standard specification, supplemental specifications, special provisions, and all of which are hereby made a part of this agreement as fully and to the same effect as if the same had been set forth in the body of this agreement. References in the Standard Specifications for Road and Bridge Construction, 2020 edition, to the North Dakota Department of Transportation or Department must be construed as referring to the owner. Likewise, a reference by the same works to engineer or director must be construed as referring to the owner of the project.

2. The party of the first part agrees and promises to pay to the Contractor for said work, when completed and accepted in accordance with the provisions of this contract, the price set forth in the said proposal, amounting approximately to **One Million, Eight Hundred Forty One Thousand, Nine Hundred Sixty Nine Dollars and Sixty Nine Cents (\$1,841,969.69)** payments to be made as provided in said specifications upon presentation of the proper certificates of the County Engineer, or his representatives, and under the terms of this contract.

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

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

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

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

IN WITNESS THEREOF, the parties to this contract have set their hands and seal this ____ day of _____ 2022.

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. CB1202

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, Eight Hundred Forty One Thousand, Nine Hundred Sixty Nine Dollars and Sixty Nine Cents (\$1,841,969.69)** for the use of the owner and also for the use of any person having any lawful claim against the principal or any subcontractor on account of labor or supplies or materials as set forth in the conditions hereof; for the payment of which well and truly to be made we jointly and severally bind ourselves, and each of our heirs, executors, administrators, and successors, firmly by these presents.

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

Type of Work: **Bridge Replacement**

CB1202, 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 _____ 2022.

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 and 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 _____ 2022, 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 _____ 2022, 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 _____ 2022.

Cass County States Attorney

Approved by owner this _____ day of _____ 2022.

By _____
Chairperson, Cass County Board of Commissioners



PURCHASE ORDER

PAGE: 1
 P.O. NO.: 149793
 DATE: 01/24/22

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			
01/24/22						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		CB1202IBI			01/24/22
LINE NO.	QUANTITY	UOM	ITEM NO. AND DESCRIPTION				UNIT COST	EXTENDED COST	
1	1841969.69	EA	BRIDGE REPLACEMENT 8/9 MAPLETON TWO/CASS 15				1.0000	1841969.69	
SUB-TOTAL								1841969.69	
								1841969.69	

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 *JMB*

DATE: January 26, 2022

SUBJECT: Consent Agenda Item for February 7, 2022 Commission Meeting: CH2208 Crack, Clean & Seal

This project was bid on January 20, 2022, after going through the bids tabs it became apparent that ASTECH Corporation and Northwest Asphalt & Maintenance were both low bidders by bidding the exact amount. Through consulting with Tracy Peters at the State's Attorney's office and with agreeance from both contractors we decided to do a Team's meeting coin flip to pick the awarded contractor. The Team's meeting coin flip was held on January 26, 2022 at 9:00am with both contractors and Tracy Peters in attendance. After the coin flip it was decided that Cass County would award the contract to ASTECH Corporation.

Attached are the contract documents with ASTECH Corporation for Crack, Clean & Seal on various Cass County Highways

SUGGESTED MOTION: AUTHORIZE CHAIRPERSON TO SIGN PURCHASE ORDER AND CONTRACT DOCUMENTS WITH ASTECH CORPORATION FOR THE CRACK, CLEAN, & SEAL ON THE CASS COUNTY HIGHWAYS STATED ABOVE SUBJECT TO STATE'S ATTORNEYS APPROVAL.

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

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

CONTRACT APPROVAL REQUEST

COMPANY REQUESTING CONTRACT:

ASTECH Corporation, PO Box 1025, St. Cloud, MN 56302

DATE OF REQUEST: January 26, 2022

DATE OF EXPECTED RETURN TO THE COMMISSION OFFICE: February 7, 2022

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

STATE'S ATTORNEY SIGNATURE: Tracy Peters

STATE'S ATTORNEY COMMENTS: approved as to form -
JTP

PORTFOLIO COMMISSIONER SIGNATURE: _____

Request for bids for Crack, Clean & Seal located on various Cass County Highways was received.

<u>Engineer's Estimate</u>	<u>CH2208</u>	<u>Total</u>
	\$199,067.40	\$199,067.40

The bids were received as follows:

<u>Contractor</u>	<u>CH2208</u>	<u>Total</u>
ASTECH Corporation	\$199,067.40	\$199,067.40
Northwest Asphalt & Maintenance	\$199,067.40	\$199,067.40
Roadway Services, Inc.	\$261,631.44	\$261,631.44

SUGGESTED MOTION: AUTHORIZE CHAIRPERSON TO SIGN PURCHASE ORDER AND CONTRACT DOCUMENTS WITH ASTECH CORPORATION FOR THE CRACK, CLEAN & SEAL ON THE CASS COUNTY HIGHWAYS 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, **ASTECH Corporation, PO Box 1025, St. Cloud, MN 56302** 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 CH2208**. In accordance and in conformity with the provisions of this contract, the project proposal, the standard specification, supplemental specifications, special provisions, and all of which are hereby made a part of this agreement as fully and to the same effect as if the same had been set forth in the body of this agreement. References in the Standard Specifications for Road and Bridge Construction, 2020 edition, to the North Dakota Department of Transportation or Department must be construed as referring to the owner. Likewise, a reference by the same works to engineer or director must be construed as referring to the owner of the project.

2. The party of the first part agrees and promises to pay to the Contractor for said work, when completed and accepted in accordance with the provisions of this contract, the price set forth in the said proposal, amounting approximately to **One Hundred Ninety Nine Thousand, Sixty Seven dollars and Forty Cents (\$199,067.40)** 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 _____ 2022.

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. CH2208

KNOW ALL PERSONS BY THESE PRESENTS, that we ASTECH Corporation, PO Box 1025, St. Cloud, MN 56302

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 Hundred Ninety Nine Thousand, Sixty Seven dollars and Forty Cents (\$199,067.40)** 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: Crack, Clean & Seal

CH2208, 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 _____ 2022.

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 _____ 2022, 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 _____ 2022, 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 _____ 2022.

Cass County States Attorney

Approved by owner this _____ day of _____ 2022.

By _____
Chairperson, Cass County Board of Commissioners



EAP Full-Service Contract for Services
Employee Assistance Program

The following is a contract between CASS COUNTY and THE VILLAGE BUSINESS INSTITUTE, a division of the The Village Family Service Center (“The Village”).

WHEREAS, The Village Business Institute is engaged in offering personal assistance to employees of business, industry and agencies and their families, and CASS COUNTY desires to participate in this program:

THEREFORE, The Village Business Institute and CASS COUNTY to the following:

1. The Village Business Institute agrees to provide the following:
 - a. A Household Aggregate Model Employee Assistance Program (EAP). The Village Business Institute shall make available to each covered current full time, part time or prn employee, a quantity of sessions equal to the number of household members times (x) 4. (Example: 5 household members times (x) 4 sessions per household member equals 20 available sessions for the household.) No household will have less than 8 available sessions. A household member may be a spouse, child, parent, partner, stepchild, child outside the home going to school, and individual not related but living in the home. We do provide coverage in some unique cases where an individual is outside of the home, but still maintains the same permanent address as the individual primarily covered by The Village Business Institute’s EAP. These sessions include access to the full range of short-term counseling and programs available at The Village Business Institute EAP. If referred outside of The Village Business Institute EAP for medical reasons, it is the responsibility of the household member to arrange payment for the service. (Service may be covered by personal health insurance.) Sessions may be applied towards face-to-face mental health counseling (web-based, HIPAA-protected) telehealth sessions, or in-person sessions if an affiliate provider is available, financial counseling, legal counseling, wellness/education, 24/7 crisis counseling, and Chemical Dependency Assessments/education.
 - b. Formal referral process is available for:
 - 1) Job performance issues
 - 2) Violation of Companies' Drug Free Workplace policy
 - 3) For employees falling under DOT (Department of Transportation) regulations, The Village Business Institute will locate and provide referrals to SAP (Substance Abuse Professional) that meets the requirements of federal regulations.
 - c. 8 hours of customized on-site or web-based employee or management training and /or crisis management services to meet the needs of CASS COUNTY.

- d. Training hours available in the CASS COUNTY contract may also be used to have an EAP professional assist your organization(s) in integrating EAP services with work-life, wellness, human capital, and healthcare programs in order to provide a linked, comprehensive delivery of services. The Village Business Institute EAP professionals, upon request, will attend in person, via teleconference or web-based, department or committee meetings and provide input and coordination of EAP services. Training programs are the work production of The Village Business Institute and are not to be considered to be a product of any other agency.
- e. The Village Business Institute's consulting services are at a reduced rate to CASS COUNTY.
- f. Orientation sessions for management/supervisory staff in how to deal with troubled employees and how to use The Village Business Institute's EAP.
- g. Orientation sessions for employees to explain The Village Business Institute's EAP program, how it is used, and the services it offers. Sessions are scheduled to encourage 100% participation.
- h. Travel expenses for covered training within ND, SD, and MN are the sole responsibility of The Village Business Institute. Travel expenses for covered trainings outside of ND, SD, and MN shall be shared by the parties as follows: lodging and food will be the responsibility of The Village Business Institute; transportation costs shall be paid by CASS COUNTY.
- i. Toll-free Supervisor Helpline providing phone consultation to supervisors/managers in dealing with troubled employees. Supervisor Helpline services will be provided by EAP counseling and management specialists.
- j. Monthly employee newsletters focused on work-related issues, personal wellness and family dynamics.
- k. Quarterly newsletters focused on helping supervisors lead, teach and guide employees.
- l. Semi-annual statistical reports on program utilization.
- m. Services to an employee for ninety (90) days following termination/disability from CASS COUNTY.
- n. Promotional materials or other appropriate information to encourage use of the program.

2. CASS COUNTY agrees to provide the following:

- a. Endorse The Village Business Institute EAP program and incorporate it into existing personnel policies and procedures.
- b. Provide space in the workplace for brochures, posters or other appropriate information supplied by The Village Business Institute to encourage program use.
- c. Ensure employees receive monthly newsletters, quarterly supervisor newsletters and EAP program updates.

- d. Designate one or more contact persons to serve as liaison with The Village Business Institute and to assist in implementing the program.
 - e. Provide an opportunity for all management, supervisory personnel, and employees to participate in training programs.
3. The terms of the contract shall be from January 01, 2022 to December 31, 2022 at a cost of \$30.00 per year per full-time equivalent employee (FTE) for 477 FTE employees. Total first year contract cost is \$14,310.00 and will be paid annually at the beginning of the contract year or as determined. FTE's will be confirmed annually.
 4. This contract is automatically renewable on the date indicated in #3, except that either party may terminate this agreement upon thirty (30) days written notice to the other party.
 5. Both The Village Business Institute and CASS COUNTY shall maintain confidentiality of privileged information in accordance with applicable state and federal law. Identifying information about CASS COUNTY or household members using the program shall not be given out by The Village Business Institute under any circumstances unless the client signs an agreement authorizing The Village Business Institute permission to disclose such information, except in instances of risk/safety concerns. The Village Business Institute will use and disclose only the minimum necessary protected client information to accomplish the purpose for which the information is being used or disclosed. The Village Business Institute will maintain physical, electronic, and procedural safeguards that comply with federal regulation to guard protected client information.

Both The Village Business Institute and CASS COUNTY shall maintain the highest ethical and legal standards in all phases of the program.

6. CASS COUNTY understands that The Village Business Institute does not provide counseling services through its own employees or employees of The Village outside North Dakota and Minnesota. The Village Business Institute contracts with licensed and insured affiliate providers "Affiliates" located in states and countries outside of North Dakota and Minnesota. CASS COUNTY hereby consents to Affiliates providing counseling services to its employees and agrees to indemnify and hold harmless for any services, losses, expenses, damages, or injuries resulting from or arising out of services provided to CASS COUNTY or its employees by an Affiliate.
7. CASS COUNTY represents that it has been apprised of all states and countries in which EAP counseling services are presently provided outside of its regional offices of North Dakota and Minnesota. While The Village Business Institute strives to provide services where CASS COUNTY employees are located, The Village Business Institute does not represent, warrant, or guarantee that it will provide in all states or countries when CASS COUNTY employees are located outside of its regional offices of North Dakota and Minnesota. These service areas are subject to change without notice to CASS COUNTY and The Village Business Institute is under no obligation to expand to states or countries outside its current service areas.
8. CASS COUNTY agrees to indemnify and hold harmless The Village for actions, causes of action, suits, claims, judgments, settlements, liabilities, damages, penalties, losses, expenses, including

without limitation, extra-contractual damages, court costs, attorney's fees, punitive and exemplary damages resulting from or arising out of any function under this Agreement, including but not limited to any services provided by an Affiliate, if the liability was the direct consequence of the action of CASS COUNTY or the Affiliate.

THE VILLAGE BUSINESS INSTITUTE

PO Box 9859
1201 25th St. S.
Fargo, ND 58106-9859

CASS COUNTY

PO Box 2806
Fargo, ND 58108

BY: _____

Title:

Date:

BY: _____

Title:

Date:

AGREEMENT FOR SERVICES

This proposal is our, the Provider's, offer to provide services to Cass County Government, the client. If Cass County accepts this offer by signing, the RFP requirements, this offer and the proposal shall constitute the consulting services agreement.

In addition, the Provider, and Cass County Government agree to the following:

- 1) **SCOPE OF SERVICES:** We mutually agree the accepted services as specified in the proposal and the RFP constitute the complete scope of services. The terms and conditions of the RFP are hereby incorporated as part of the contract.
- 2) **TERM:** This agreement shall commence on January 1, 2022, and end on December 31, 2022.
- 3) **FEES:** Cass County Government shall only pay pursuant to the terms in the proposal and RFP.
- 4) **BILLINGS:** The Provider shall bill Cass County Government on a monthly basis based on the annualized average number of monthly employees. Payments shall be made at the end of the month of service. For this contract, the average monthly FTE's shall be established at 477. This number will be reviewed annually.
- 5) **TERMINATION:** Either party may terminate this agreement with respect to tasks yet to be performed with thirty (30) days written notice mailed to the other party.
- 6) **EMPLOYMENT STATUS:** The Provider acknowledges that any services performed in connection with the Provider's duties and obligations, as created and provided for in this agreement, are performed in the capacity of an independent vendor. At no time during the performing of services as required by this contract will the Provider be considered an employee of Cass County Government.
- 7) **SUBCONTRACTS:** Sub-vendors to the Provider shall be considered agents of the Provider and agree to all accepted services as specified in the proposal and RFP.
- 8) **ACCESS TO RECORDS:** Cass County Government agrees that all participation by its members and their dependents in programs hereunder is confidential. The Provider shall not disclose any individual employee or dependent information to the covered agency or its representatives without the prior written consent of the employee or family member. The Provider will have exclusive control over the direction and guidance of the professionals rendering services under this agreement. The Provider agrees to keep confidential all Cass County Government information obtained in the course of delivering services, unless otherwise required by law.
- 9) **OWNERSHIP OF WORK PRODUCT:** All work products of the Provider, including but not limited to, data, documents, drawings, estimates and actuarial calculations which are provided to Cass County Government under this agreement are the exclusive property of Cass County Government.

- 10) **APPLICABLE LAW AND VENUE:** This agreement shall be governed by and construed in accordance with the laws of the State of North Dakota. Any action to enforce this contract must be brought in the District Court of Cass County, North Dakota.
- 11) **MERGER AND MODIFICATION:** This document, the provider proposal, and the RFP constitute the entire agreement between the parties. In the event of any inconsistency or conflict among the documents making up this agreement, the documents must control in this order of precedence: First—the terms of this contract, as may be amended; and Second—the county's request for proposal. No waiver, consent, modification or change of terms of this agreement shall bind either party unless in writing and signed by both parties. Such waiver, consent, modification or change, if made, shall be effective only in the specific instances and for the specific purpose given. There are no understandings, agreements or representations, oral or written, not specified herein regarding this agreement.
- 12) **INDEMNITY:** Provider shall comply with all applicable federal, state and local laws, rules and ordinances at all times in the performance of this agreement, and conduct its activities so as not to endanger any person or property. Provider agrees to indemnify and save and hold harmless Cass County Government, its officers and employees from any and all claims of any nature, including claims of employees or agents of Provider, resulting from or arising out of the activities of the Provider or its agents, officers or employees under this agreement.
- 13) **INSURANCE:** Provider shall secure and keep in force during the term of this agreement, from insurance companies, government self-insurance pools or government self-retention funds, authorized to do business in North Dakota, appropriate professional liability insurance, with minimum liability limits of \$500,000 per occurrence and \$1,000,000 in the aggregate for each employee conducting counseling services for Cass County employees. Provider shall also require all subcontractors to secure and keep in force during the term of the agreement, the same professional liability insurance coverage as provider. Any deductible or self-insured retention amount or other similar obligation under the policies must be the sole responsibility of the provider. Provider shall furnish a certificate of insurance to Cass County Government prior to the commencement of this agreement. Failure to provide insurance as required in this agreement is a material breach of contract entitling Cass County to terminate this agreement immediately.
- 14) **SEVERABILITY:** If any term in this contract is declared by a court having jurisdiction to be illegal or unenforceable, the validity of the remaining terms must not be affected, and, if possible, the rights and obligations of the parties are to be construed and enforced as if the contract did not contain that term.

CASS COUNTY GOVERNMENT

PROVIDER

By: _____
Cass County Commission

By: _____
Village Business Institute

EAP Utilization Report

Date Range: 1/1/2021 - 6/30/2021

Payers: EAP - Cass County, EAP - Cass County - Annex, EAP - Cass County - Courthouse, EAP - Cass County - Jail, EAP - Cass County - Road Dept, EAP - Cass County - Social Service, EAP - Cass County - Veterans Services

Brand New Users of Service	25
Total Clients Served	29
Number of New Concerns Addressed	31

Annualized Utilization Rate: 13.11%

Annualized Utilization Rate Based on Population of 477 employees and 181 days in this period

People Trained: 802

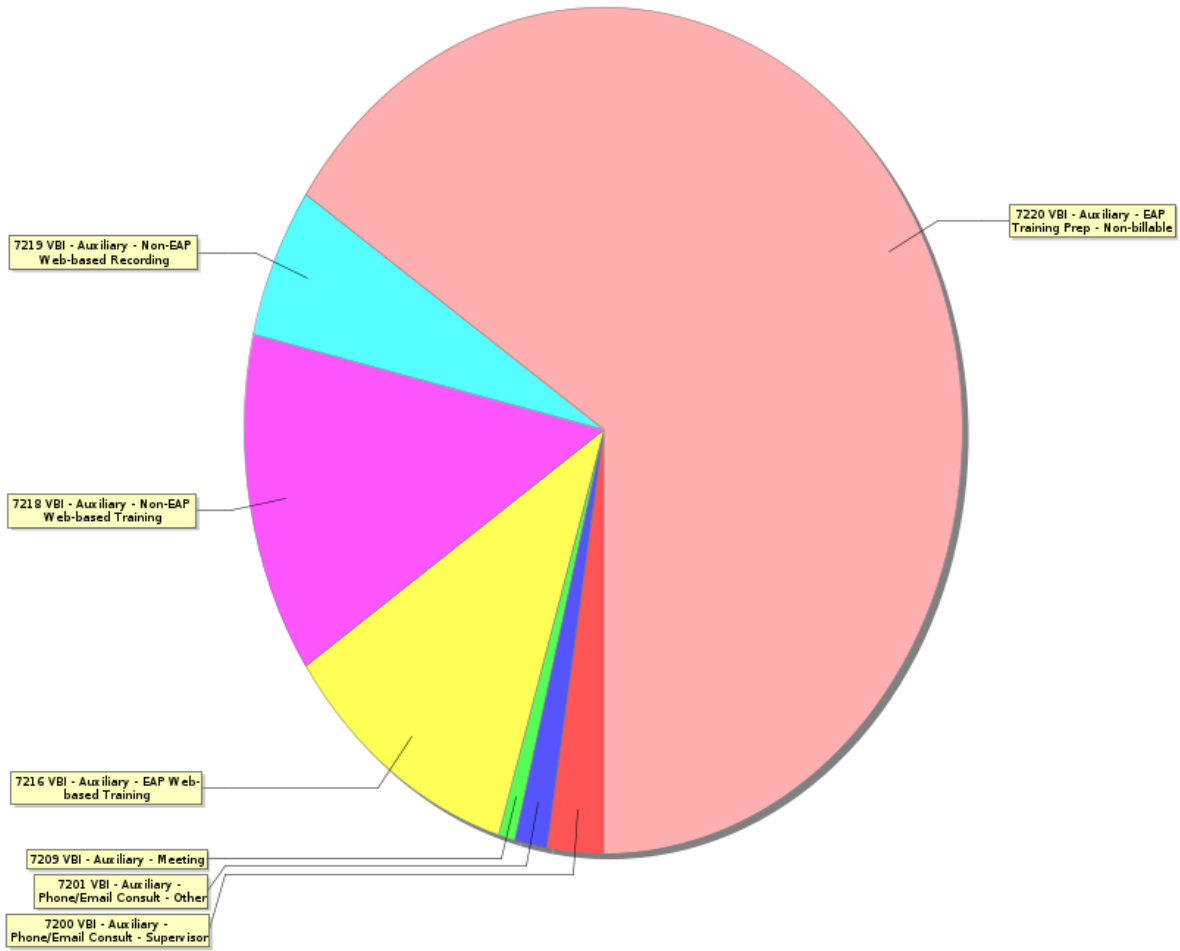
Client Contact Summary

Total Number of Contacts With Client	98
Average Number of Contacts Per Client Case	3.38

Auxiliary Services Summary

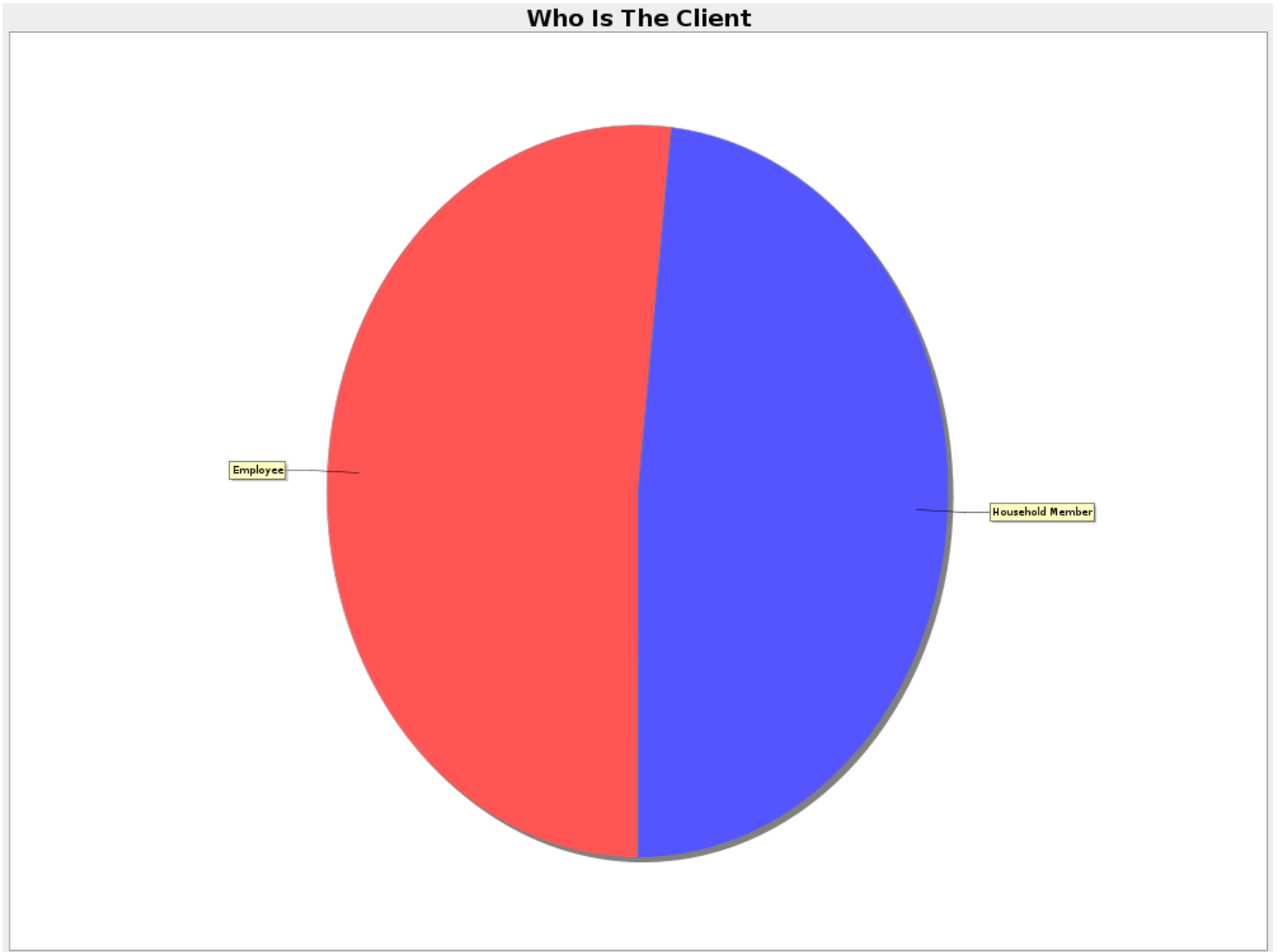
Code	Hours	Percent
(7200) VBI - Auxiliary - Phone/Email Consult - Supervisor	1.75	2.54%
(7201) VBI - Auxiliary - Phone/Email Consult - Other	1.0	1.45%
(7209) VBI - Auxiliary - Meeting	0.5	0.72%
(7216) VBI - Auxiliary - EAP Web-based Training	7.5	10.87%
(7218) VBI - Auxiliary - Non-EAP Web-based Training	9.0	13.04%
(7219) VBI - Auxiliary - Non-EAP Web-based Recording	4.0	5.80%
(7220) VBI - Auxiliary - EAP Training Prep - Non-billable	45.25	65.58%

Auxiliary Services Summary



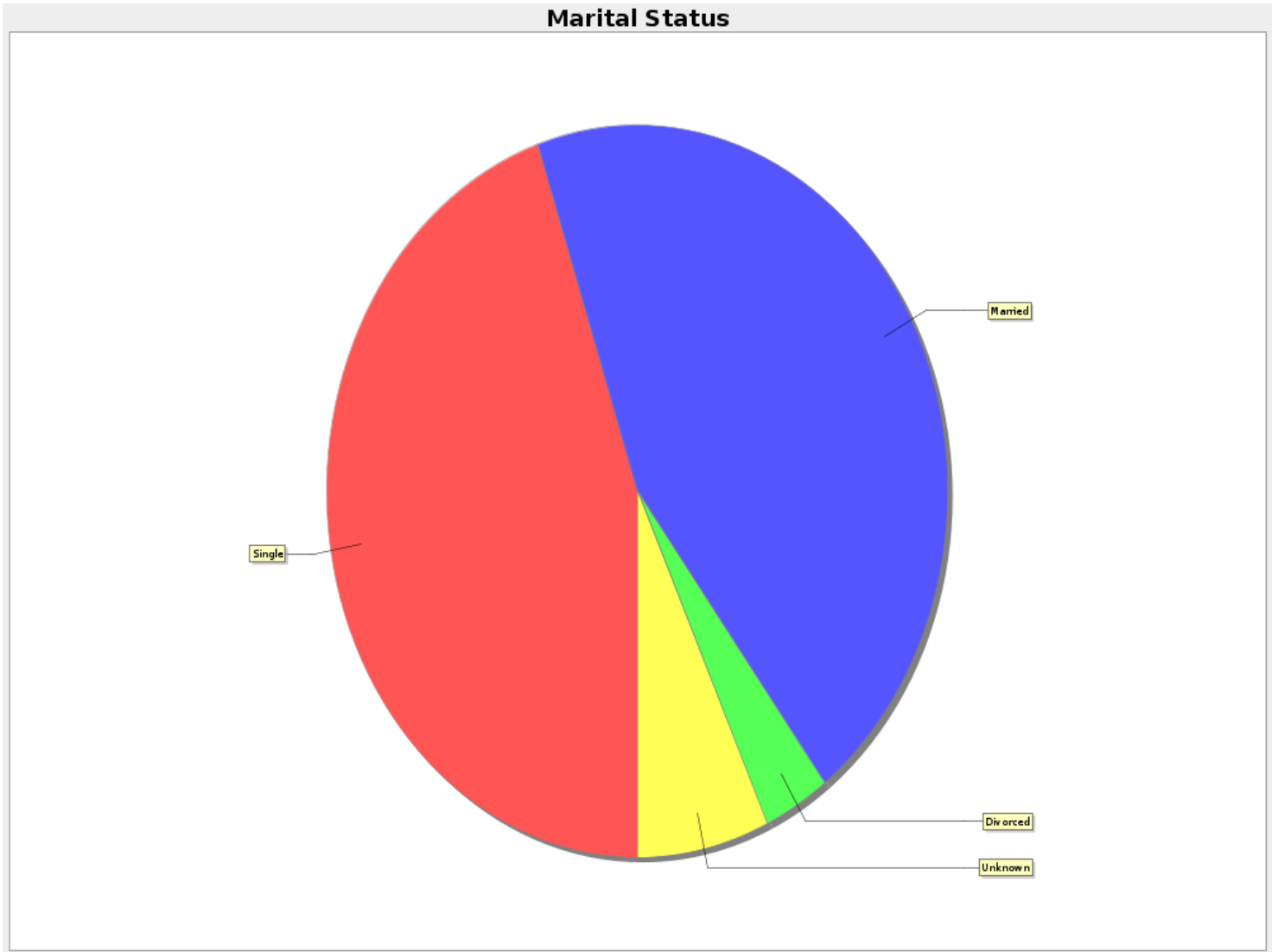
Who is the Client?

Type	Number	Percent
Employee	15	51.72%
Household Member	14	48.28%



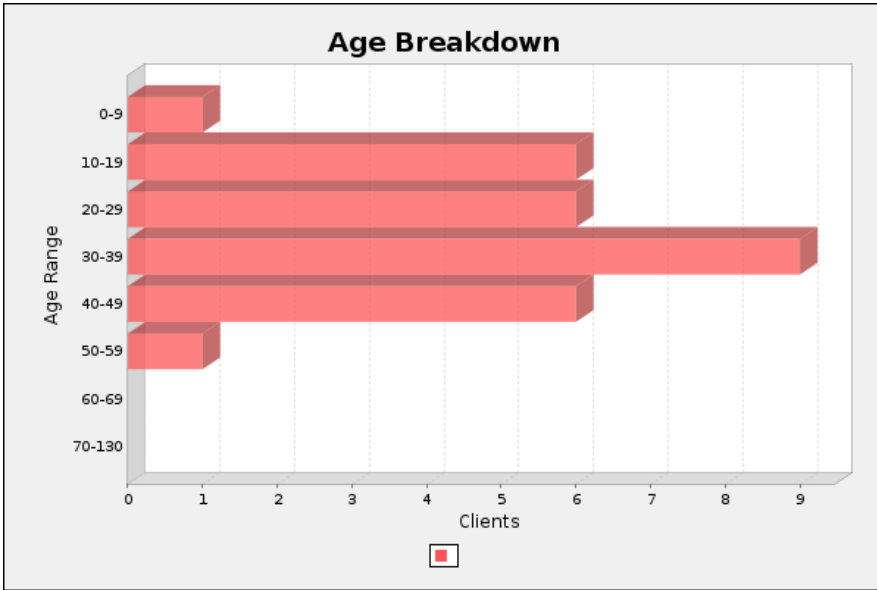
Marital Status of Client

Type	Number	Percent
Single	13	44.83%
Married	13	44.83%
Divorced	1	3.45%
Unknown	2	6.90%



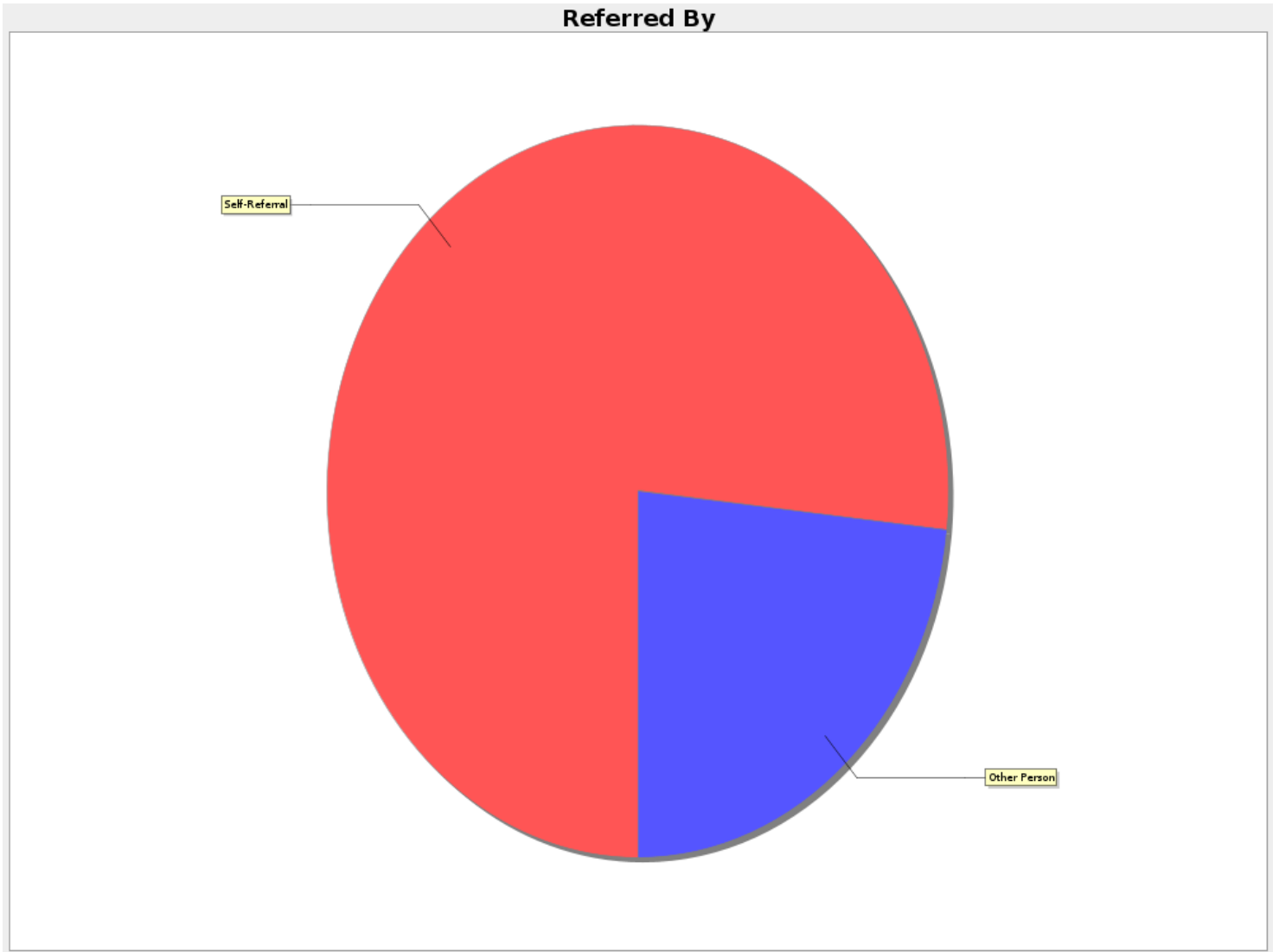
Client Age Breakdown

Type	Number	Percent
From 0 to 9	1	3.45%
From 10 to 19	6	20.69%
From 20 to 29	6	20.69%
From 30 to 39	9	31.03%
From 40 to 49	6	20.69%
From 50 to 59	1	3.45%
From 60 to 69	0	0.00%
From 70 to 130	0	0.00%



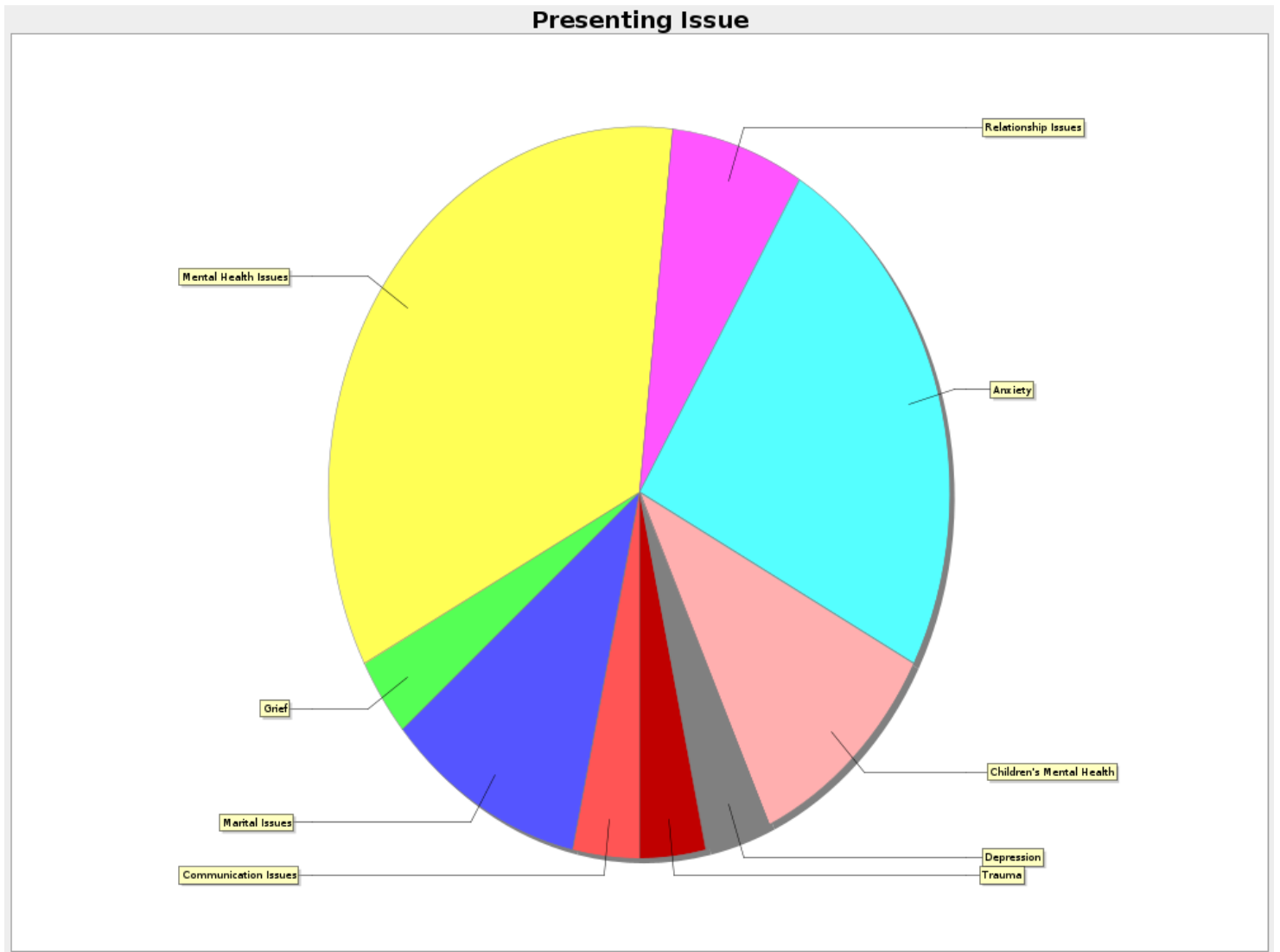
Referred By (includes 6 months prior to selected date range)

Type	Number	Percent
Self-Referral	23	76.67%
Other Person	7	23.33%



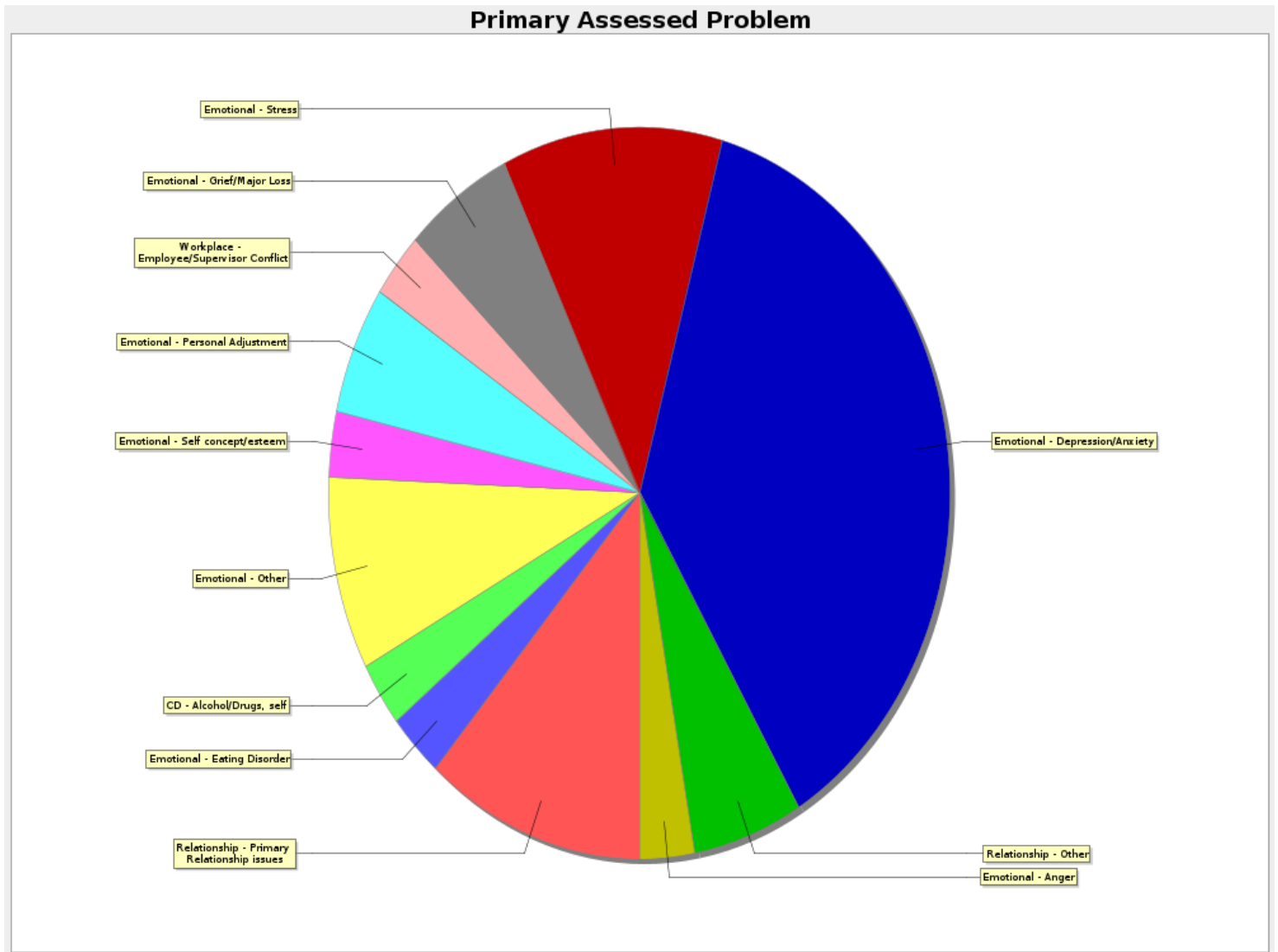
Presenting Issue

Type	Number	Percent
Communication Issues	1	3.45%
Marital Issues	3	10.34%
Grief	1	3.45%
Mental Health Issues	10	34.48%
Relationship Issues	2	6.90%
Anxiety	7	24.14%
Children's Mental Health	3	10.34%
Depression	1	3.45%
Trauma	1	3.45%



Primary Assessed Problem

Type	Number	Percent
Relationship - Primary Relationship issues	4	11.43%
Emotional - Eating Disorder	1	2.86%
CD - Alcohol/Drugs, self	1	2.86%
Emotional - Other	3	8.57%
Emotional - Self concept/esteem	1	2.86%
Emotional - Personal Adjustment	2	5.71%
Workplace - Employee/Supervisor Conflict	1	2.86%
Emotional - Grief/Major Loss	2	5.71%
Emotional - Stress	4	11.43%
Emotional - Depression/Anxiety	13	37.14%
Relationship - Other	2	5.71%
Emotional - Anger	1	2.86%



EAP Client Usage By Month

(results can be skewed by partial months in the date range)
 (results are tallied by month. Clients can show up in multiple months)

Month	Brand New Clients	Re-opened	Total Clients	Total Contacts
1-2021	2	0	6	9
2-2021	6	0	11	16
3-2021	6	0	16	20
4-2021	5	0	11	14
5-2021	6	0	13	20
6-2021	5	0	13	19

