

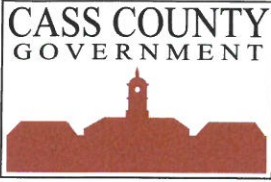
CONTRACT APPROVAL

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 June 15, 2022:

- North Dakota State Water Commission— Cost share agreement for bank stabilization project along 52nd Street SE and the Sheyenne River in Normanna Township;
- Moore Engineering, Inc.—Hydraulic study on Cass Highway 4;
- Ferguson Waterworks—County Highway 9 culvert grading project;
- City of Horace—2022 Mosquito Control agreement;
- Braun Intertec—Installment of three inclinometers to monitor movement on the Georgetown Bridge on Cass Highway 34 on the Red River;
- 2022 Mosquito Control Agreements with various Cass County cities.



MEMORANDUM

**Highway
Department**

Jason Benson, P.E.
County Engineer

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

Blaine Laaveg
Superintendent

TO: Cass County Commission

FROM: Jason Benson, Cass County Engineer *JB*

DATE: June 1, 2022

SUBJECT: Consent Agenda Item for June 20, 2022, Commission Meeting: Cost Share Agreement for the Normanna Twp Bank Stabilization – Preconstruction costs. This Project is located approximately 2.6 miles NE of Kindred, ND in Normanna Township along the Sheyenne River.

The Cass Highway Department (Sponsor) with the assistance of Houston Engineering Inc., is working to find a solution for the bank stabilization repair project that is along 52nd St. SE and the Sheyenne River in Normanna Township. Cass County and Normanna Township brought this project to the Flood Sales Tax Committee and committee requested additional fund and grant opportunities were sought first. The Highway Department then identified funding through the ND State Water Commission (SWC). The first step is for an engineered solution. The SWC has agreed to fund 50% of the estimated \$50,000 in preconstruction costs. The estimated project cost for the repair is \$2,315,908. This project will be discussed at the August SWC meeting where we are requesting for a 50% construction cost share.

SUGGESTED MOTION: AUTHORIZE CHAIRPERSON TO SIGN THE AGREEMENT FOR COST SHARE REIMBURSEMENT WITH THE STATE WATER COMMISSION AND CASS COUNTY HIGHWAY DEPARTMENT. 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:

North Dakota State Water Commission., 900 E Boulevard Ave #770, Bismarck, ND 58505

DATE OF REQUEST: June 1, 2022

DATE OF EXPECTED RETURN TO THE COMMISSION OFFICE: June 20, 2022

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



STATE'S ATTORNEY SIGNATURE: _____

STATE'S ATTORNEY COMMENTS: _____

PORTFOLIO COMMISSIONER SIGNATURE: _____

The Cass Highway Department (Sponsor) with the assistance of Houston Engineering Inc., is working to find a solution for the bank stabilization repair project that is along 52nd St. SE and the Sheyenne River in Normanna Township. The first step is for an engineered solution. The SWC has agreed to fund 50% of the estimated \$50,000 in preconstruction costs. The estimated project cost for the repair is \$2,315,908. This project will be on the August SWC meeting for a 50% construction cost share request.

SUGGESTED MOTION: AUTHORIZE CHAIRPERSON TO SIGN THE AGREEMENT FOR COST SHARE REIMBURSEMENT WITH THE STATE WATER COMMISSION AND CASS COUNTY HIGHWAY DEPARTMENT. SUBJECT TO STATE'S ATTORNEYS APPROVAL.

J:\Admin-Eng\Commission Corrsp\2022 Commission Correspondence\NDSP Soy Bean Road\Contract Approval Request Houston Soy Bean 052722.docx

INTEROFFICE MEMORANDUM

TO: Andrea Travnicek, Ph.D., Secretary
 Patrick Fridgen, Planning and Education Division Director
 Sarah Felchle, Accountant, Administrative Services

FROM: Julie Prescott, Cost-Share Manager

SUBJECT: NDSWC Cost-Share Request – Cass County Highway Department
 Normanna Township Bank Stabilization - Preconstruction

DATE: May 17, 2022

Background & Description

The Cass County Highway Department (Sponsor) is requesting cost-share for their Normanna Township Bank Stabilization - Preconstruction project (Project). The Project is preliminary engineering associated with the construction of a retaining wall on the left bank of the Sheyenne River adjacent to 52nd Street SE. The purpose of the Project is to address a slope failure that is threatening the integrity of a public roadway. The Project will be located approximately 2.6 miles northeast of the City of Kindred in Normanna Township of Cass County, North Dakota.

Supplemental Information

Water Development Plan (Priority / Page)	-
Benefit-Cost Ratio	NR

(NR) Not Required

Schedule

Task	Dates
Study	May 2022
Design	May 2022
Bid	Oct. 2022
Construction	Nov. 2022
Completion	July 2023

Cost-Share Funding Summary

	Preconstruction	Construction	Total	Approved	Recommend
Noneligible Cost	\$0	\$36,600	\$36,600		
Eligible Cost	\$50,000	\$2,279,308	\$2,329,308		
Total	\$50,000	\$2,315,908	\$2,365,908		
Cost-Share 50% (Requested)	\$25,000	\$1,139,654	\$1,164,654		\$25,000

This project meets requirements of the Water Commission's cost-share policy. Therefore, I recommend approval of this request by the Cass County Highway Department for state cost participation in the Normanna Township Bank Stabilization - Preconstruction project not to exceed \$25,000 at 50 percent of eligible costs. This approval is contingent on available funding.

Approval Signature and Date  05/17/2022

**Agreement for Cost-Share Reimbursement
Cass County Highway Department
Normanna Township Bank Stabilization - Preconstruction**

1. PARTIES. This agreement is between the State of North Dakota (State), by and through the State Water Commission (Commission), and the Cass County Highway Department (Sponsor).

2. COMMISSION'S RESPONSIBILITY AND INTENT. Commission will provide Sponsor with cost-share, not to exceed \$25,000, as approved by Secretary, to reimburse 50 percent of the actual eligible costs incurred in Sponsor's Normanna Township Bank Stabilization - Preconstruction (Project), contingent on availability of funds and conditions of this agreement. Commission's intent in providing this funding to Sponsor is merely to help Sponsor financially afford Project. Sponsor retains sole and absolute discretion in the manner and means of carrying out Project, except to the extent specified in this agreement.

3. SPONSOR'S RESPONSIBILITIES. Sponsor must:

- a. Complete Project.
- b. Provide continued maintenance for Project.
- c. Ensure all applicable permits (federal, state, and local) are obtained.
- d. Acquire all title to land and easements for Project.
- e. Comply with all North Dakota laws governing the requirements for competitive bids, advertising, and awarding of contracts for construction of Project.
- f. Maintain a Project file containing relevant documents and correspondence generated during the course of Project. State is not responsible for maintaining a Project file.
- g. Provide a progress report to Commission at least every four years if the term of Project exceeds four years. If a progress report is not timely received, or if after a review of a progress report Commission determines Project has not made sufficient progress, Commission may terminate the agreement for Project funding.
- h. Prior to signature, inform Commission and any other relevant party regarding Project of any errors, misinterpretations, changes, modifications, miscalculations, incorrect Project descriptions, or any other information stated herein that is inaccurate.

4. PROJECT DESCRIPTION AND LOCATION. Project is preliminary engineering associated with the construction of a retaining wall on the left bank of the Sheyenne River adjacent to 52nd Street SE. The purpose of the Project is to address a slope failure that is threatening the integrity of a public roadway. The Project will be located approximately 2.6 miles northeast of the City of Kindred Lake in Normanna Township of Cass County, North Dakota.

5. ELIGIBLE COSTS. Commission has sole discretion to determine eligible costs and availability of Commission funds. Additional information is outlined in Commission's cost-share policy.

6. PAYMENT. Commission will make partial payments upon receipt and approval of Sponsor's written request. Sponsor must provide Commission verification of actual costs and a Project status report with each payment request. A Commission representative may inspect Project to determine whether the work satisfies Commission's cost share requirements before Commission makes payment(s) to Sponsor. Request for final payment must include a copy of Project.

7. INDEMNIFICATION. Sponsor must require all subcontractors, other than state employed subcontractors, before commencement of an agreement between Sponsor and the subcontractor, to defend, indemnify, and hold harmless State, from and against claims based on the vicarious liability of State or its agents, but not against claims based on State's negligence or intentional misconduct. This obligation to defend, indemnify, and hold harmless does not extend to professional liability claims arising from professional errors and omissions. The legal defense provided by subcontractor to State under this provision must be free of any conflicts of interest, even if retention of separate legal counsel for State is necessary. Subcontractor also agrees to reimburse State for all costs, expenses, and attorneys' fees incurred if State prevails in an action against subcontractor in establishing and litigating the indemnification coverage required herein. This obligation continues after the termination of this agreement.

8. INSURANCE. State and Sponsor each must secure and keep in force during the term of this agreement, from an insurance company, government self-insurance pool, or government self-retention fund authorized to do business in North Dakota, commercial general liability with minimum limits of liability of \$500,000 per person and \$2,000,000 per occurrence.

In addition, Sponsor must require all subcontractors, other than state employed subcontractors, before commencement of an agreement between Sponsor and the subcontractor, to secure and keep in force during the term of this agreement, from insurance companies authorized to do business in North Dakota, the following insurance coverages:

- a. Commercial general liability, including premises or operations, contractual, and products or completed operations coverages (if applicable), with minimum liability limits of \$2,000,000 per occurrence.
- b. Automobile liability, including Owned (if any), Hired, and Non-owned automobiles, with minimum liability limits of \$500,000 per person and \$2,000,000 per occurrence.
- c. Workers compensation coverage meeting all statutory requirements. The policy must provide coverage for all states of operation that apply to the performance of this contract.
- d. If subcontractor is domiciled outside State, employer's liability or "stop gap" insurance of not less than \$2,000,000 as an endorsement on the workers compensation or commercial general liability insurance.

The insurance coverages listed above must meet the following additional requirements:

- e. Any deductible or other similar obligation under the policies is the sole responsibility of the subcontractor. The amount of any deductible is subject to approval by State.
- f. This insurance may be in policy or policies of insurance, primary and excess, including the so-called umbrella or catastrophe form and must be placed with insurers rated "A-" or better by A.M. Best Company, Inc., provided any excess policy follows form for coverage. Less than an "A-" rating must be approved by the State. The policies must be in form and terms approved by the State.
- g. State will be defended, indemnified, and held harmless to the full extent of any coverage actually secured by the subcontractor in excess of the minimum requirements set forth above. The duty to defend, indemnify, and hold harmless State under this agreement is not limited by the insurance required in this agreement.
- h. State must be endorsed on the commercial general liability policy, including any excess policies, as additional insured. State must have all the benefits, rights, and coverages of an additional insured under these policies that are not limited to the minimum limits of insurance required by this agreement or by the contractual indemnity obligations of Sponsor.
- i. The insurance required in this agreement, through a policy or endorsement, must include:
 - (1) A "Waiver of Subrogation" waiving any right to recovery the insurance company may have against State;
 - (2) A provision that subcontractor's insurance coverage is primary (i.e., pay first) as respects any insurance, self-insurance, or self-retention maintained by State and that any insurance, self-insurance, or self-retention maintained by State must be in excess of the subcontractor's insurance and must not contribute with it;
 - (3) Cross liability/severability of interest for all policies and endorsements;
 - (4) The legal defense provided to State under the policy and any endorsements must be free of any conflicts of interest, even if retention of separate legal counsel for State is necessary;
 - (5) The insolvency or bankruptcy of the insured subcontractor must not release the insurer from payment under the policy, even when such insolvency or bankruptcy prevents the insured subcontractor from meeting the retention limit under the policy.
- j. Failure to provide insurance as required in this agreement is a material breach of contract entitling State to terminate this agreement immediately.

9. BREACH. Violation of any provision of this agreement by Sponsor constitutes breach of this agreement. A breach obligates Sponsor to reimburse Commission for all funds paid to Sponsor and relieves Commission of all obligations under this agreement.

10. AGREEMENT BECOMES VOID. This agreement is void if not signed and returned by Sponsor within 60 days of Commission's signature.

11. TERMINATION.

- a. Commission may terminate this agreement effective upon delivery of written notice to Sponsor, or a later date as may be stated in the notice, under any of the following conditions:
 - (1) If Commission determines an emergency exists.
 - (2) If funding from federal, state, or other sources is not obtained and continued at levels sufficient to provide the funds necessary to comply with this agreement. The parties may modify this agreement to accommodate a reduction in funds.
 - (3) If federal or state laws or rules are modified or interpreted in a way that the services are no longer allowable or appropriate for purchase under this agreement or are no longer eligible for the funding proposed for payments authorized by this agreement.
 - (4) If any license, permit, or certificate required by law, rule, or this agreement is denied, revoked, suspended, or not renewed.
 - (5) If Commission determines that continuing the agreement is no longer necessary or would not produce beneficial results commensurate with the further expenditure of public funds.
- b. Any termination of this agreement is without prejudice to any obligations or liabilities of either party already accrued prior to termination.
- c. The rights and remedies of any party provided in this agreement are not exclusive.

12. APPLICABLE LAW AND VENUE. This agreement is governed by and construed under the laws of State. Any action to enforce this agreement must be adjudicated exclusively in the District Court of Burleigh County, North Dakota.


13. SEVERABILITY. If any term of this agreement is declared by a court having jurisdiction to be illegal or unenforceable, the validity of the remaining terms is unaffected, and if possible, the rights and obligations of the parties are to be construed and enforced as if the agreement did not contain that term.

14. SPOILIATION – PRESERVATION OF EVIDENCE. Sponsor agrees to promptly notify Commission of all potential claims that arise or result from this agreement. Sponsor must also take all reasonable steps to preserve all physical evidence and information that may be relevant to the circumstances surrounding a potential claim, while maintaining public safety, and grants to Commission the opportunity to review and inspect the evidence, including the scene of an accident.

15. MERGER AND MODIFICATION. This agreement constitutes the entire agreement between the parties. There are no understandings, agreements, or representations, oral or written, not specified within this agreement. This agreement may not be modified, supplemented, or amended in any manner, except by written agreement signed by both parties.

**NORTH DAKOTA STATE WATER
COMMISSION**

By:



ANDREA TRAVNICEK, PH.D.
Secretary

Date: 05/17/2022

**CASS COUNTY HIGHWAY
DEPARTMENT**

By:

Mr. Rick Steen
Cass County Chairperson

Date: _____



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 *JMB*

DATE: June 1, 2022

SUBJECT: Consent Agenda Item for June 20, 2022 Commission Meeting: Projects CH2501 – Hwy 4 Hydraulic Study

Attached are the contract documents for Moore Engineering, Inc. for the Hwy 4 Hydraulic Study in coordination with our Hwy 4 grading project from Hwy 11 to ST 18 as well as the future plans to extent Drain 72 on the north side of Hwy 4. This area has a complex culvert system with multiple culverts at each crossing. This hydraulic study will size culverts, along with recommended road and channel geometrics to better convey drainage and to be compliant for the future drain extension. The Highway Department and The North Cass Water Resource District are working together on this project. The estimated cost of this work is \$42,000.00.

SUGGESTED MOTION: AUTHORIZE CHAIRPERSON TO SIGN PURCHASE ORDER AND CONTRACT DOCUMENTS WITH MOORE ENGINEERING, INC. FOR THE HWY 4 HYDRAULIC STUDY SUBJECT TO STATE'S ATTORNEYS APPROVAL.

J:\Admin-Eng\Commission Corrsp\2022 Commission Correspondence\Moore Eng Hydraulic Report C4\Agenda Memo Moore 2022 C4 Hydraulic Study 060122.docx

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

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

CONTRACT APPROVAL REQUEST

COMPANY REQUESTING CONTRACT:

Moore Engineering, Inc., 444 Sheyenne St, Suite 301, West Fargo, ND 58078

DATE OF REQUEST: June 1, 2022

DATE OF EXPECTED RETURN TO THE COMMISSION OFFICE: June 20, 2022

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



STATE'S ATTORNEY SIGNATURE: _____

STATE'S ATTORNEY COMMENTS: _____

PORTFOLIO COMMISSIONER SIGNATURE: _____

Attached are the contract documents for Moore Engineering, Inc. for the Hwy 4 Hydraulic Study in coordination with our Hwy 4 grading project from Hwy 11 to ST 18 as well as the future plans to extent Drain 72 on the north side of Hwy 4. This area has a complex culvert system with multiple culverts at each crossing. This hydraulic study will size culverts, along with recommended road and channel geometrics to better convey drainage and to be compliant for the future drain extension. The Highway Department and The North Cass Water Resource District are working together on this project. The estimated cost of this work is \$42,000.00.

SUGGESTED MOTION: AUTHORIZE CHAIRPERSON TO SIGN PURCHASE ORDER AND CONTRACT DOCUMENTS WITH MOORE ENGINEERING, INC. FOR THE HWY 4 HYDRAULIC STUDY SUBJECT TO STATE'S ATTORNEYS APPROVAL.

J:\Admin-Eng\Commission Corrsp\2022 Commission Correspondence\Moore Eng Hydraulic Report C4\Contract Approval Request Moore C4 Hydraulic Study 060122.docx

CASS COUNTY GOVERNMENT ENGINEERING SERVICES AGREEMENT

Project Numbers and Locations: CH2501 – Hwy 4 from Hwy 11 to ST 18

Type of Project: Hydraulic Studies

Type of Construction: Structure Sizing

THIS AGREEMENT is entered into by and between Cass County, herein after known as the County, and Moore Engineering, Inc., of West Fargo, North Dakota hereinafter known as Engineer.

I.

The Engineer shall perform the needed detailed construction design services only per Request for Proposal.

II.

The County will pay the Engineer as follows:

- A. Maximum Payment: The total contract cost not to exceed \$42,000.00 unless changed according to Section VI.

III.

The work under this agreement shall be performed as required to meet the project requirements and the contractor's work schedule.

IV.

Duly authorized representatives of the County, North Dakota Department of Transportation, and Federal Highway Administration (FHWA) shall have right to inspect and copy the Engineer's plans, files, and records relating to the work included in this agreement.

All books, documents, papers, accounting records, and other evidence pertaining to the cost incurred under the agreement shall be retained by the Engineer and available for inspection by the County, North Dakota Department of Transportation, or FHWA for a period of three years after the date of final payment.

The files and records shall be available in the Engineer's office located at Moore Engineering, Inc.

V.

The Engineer warrants that he has not employed or retained any company or person, other than a bona fide employee working solely for the Engineer, to solicit or secure this agreement, and that he has not paid or agreed to pay any company or person, other than bona fide employees working solely for the Engineer, any fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award or making of this agreement. For breach or violation of this warranty, the County and North Dakota Department of Transportation shall have the right to annul this agreement without liability, or to deduct from the agreement price or consideration or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

VI.

No change in the type or extent of the work to be performed by the Engineer shall be made except by supplemental agreement in writing between the County and the Engineer. The supplemental agreement shall set forth the proposed changes of work, extension of time for preparation of the plans, and adjustment to the fee to be paid by the County to the Engineer, if any. On federal-aid participating projects any supplemental agreement must be approved by the North

Dakota Department of Transportation.

VII.

This agreement may be terminated by the County and North Dakota Department of Transportation at any time upon written notice to the Engineer. In the event that such termination should take place before the completion of the total work to be performed hereunder the County will pay the Engineer for the completed hourly work not to exceed the total work to be performed under this contract.

In the event that the termination of this agreement is not the fault of the Engineer the County shall compensate the Engineer for services performed prior to the termination, along with reimbursable expenses then due.

The original copies of all drawing, prints, plans, and field notes prepared by the Engineer prior to termination shall become the property of the County. Such termination shall not affect any legal right of the County against the Engineer for any breach of this agreement.

The design services done as a result of this agreement are intended for use only on the project that is the subject of this agreement. The design services are not intended to be used on other projects. In the event that the County uses the design services that are the subject of this agreement on another project the use of the design services will be at the County's own risk.

VIII.

The Engineer shall indemnify, save, and hold harmless the County and/or North Dakota Department of Transportation and employees thereof, from any and all claims, demands, actions arising out of the negligent acts, errors, or omissions of the Engineer, his employees, or agent, in the performance of the agreement, or matters incidental thereto.

Any and all persons employed directly or indirectly by the Engineer who are engaged in the performance of any work or services required of the Engineer under this agreement shall be considered employees of the Engineer only and not of the County or North Dakota Department of Transportation.

The Engineer shall comply with applicable federal state and local laws together with all applicable ordinances and regulations applicable to the work. He shall procure all licenses, permits, and other rights necessary for the fulfillment of his obligations under this agreement.

The appropriate professional engineer (P.E.) and/or land surveyor (L.S.) endorsement shall be placed on all documents, plans, or plats.

The Engineer shall comply with Title VI of the Civil Rights Act of 1964, Executive Order 112246 and Executive Order 11375. In accordance with the aforementioned act, no person in the United States shall, on the grounds of race, color, religion, sex, age, handicap, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this agreement.

IX.

The services of the Engineer to be performed hereunder are personal and shall not be assigned, sublet, or transferred, except specialized services or additional work items. If the specialized services or additional work exceeds \$10,000.00, the contract with the agency or firm doing the work shall contain all the provisions of this agreement. The Engineer shall not engage, on a full-or part-time or other basis during the period of this agreement, any professional or technical personnel who are or have been at any time during the period of the agreement in the employment of the FHWA, the North Dakota Department of Transportation, or the County, without the written consent of the public employer of such person.

X.

The Engineer shall obtain all risk record protection insurance to cover the loss of all survey notes or all other records or

data obtained in connection with the work.

XI.

The Engineer is advised that his or her signature on this contract and/or agreement certifies that the company or any person associated with it is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency; has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three years; and has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction on any matter involving fraud or official misconduct within the past three years.

ATTESTED:

COUNTY OF CASS

County Finance Director

Chairperson, Board of County Commissioners

Date

Kurt Lysne, Moore Engineering, Inc.

Date



PURCHASE ORDER

PAGE: 1
P.O. NO.: 151239
DATE: 06/02/22

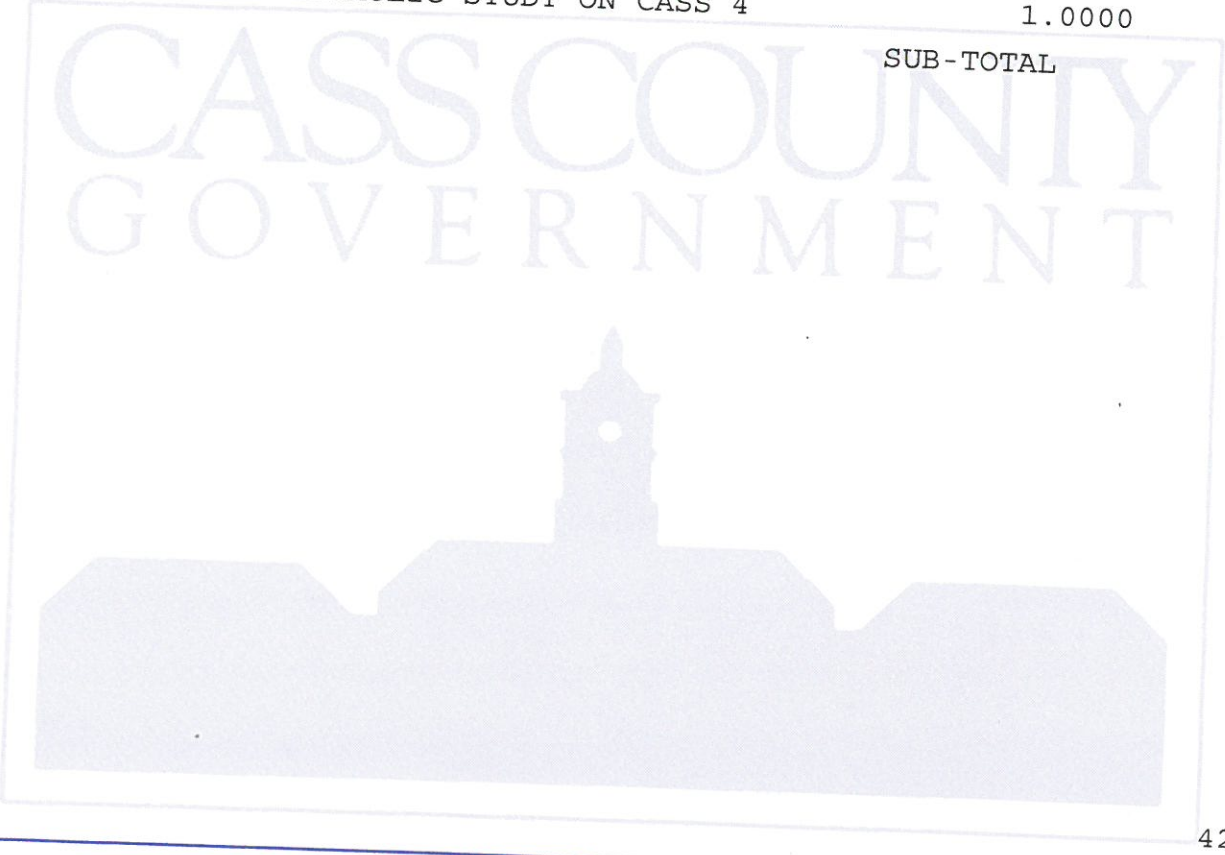
N.D. Sales Tax Exempt No. E-3009

MOORE ENGINEERING, INC.
925 10TH AVE E
WEST FARGO, ND 58078

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

VENDOR NO.		SHIP VIA		F.O.B.		TERMS	
1133						NET	
DELIVER BY		CONFIRM BY		CONFIRM TO		REQUISITIONED BY	
06/02/22				HALLAND, SHARI K		JASON BENSON	
FREIGHT		CONTRACT NO.		ACCOUNT NO.		PROJECT	
				211-4001-431.33-01		CH2501MOORE	
						REQ. NO.	
						06/02/22	
						REQ. DATE	

LINE NO.	QUANTITY	UOM	ITEM NO. AND DESCRIPTION	UNIT COST	EXTENDED COST
1	42000.00	EA	HYDRAULIC STUDY ON CASS 4	1.0000	42000.00
SUB-TOTAL					42000.00



42000.00

AUTHORIZED BY _____
COUNTY OFFICIAL



Highway Department

Jason Benson, P.E.
County Engineer

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

Blaine Laaveg
Superintendent

MEMORANDUM

TO: Cass County Commission

FROM: Jason Benson, Cass County Engineer *JMB*

DATE: June 1, 2022

SUBJECT: Consent Agenda Item for June 20th, 2022 Commission Meeting: CH1801: County Road 9 Grading Project.

Attached are the documents for Ferguson Waterworks quote. This quote is for a Culvert for the grading project on County Road 9 to be installed by county forces. This project will improve drainage and slope safety on our county road.

SUGGESTED MOTION: Authorize Chairperson to sign the purchase order and approve quote from Ferguson Waterworks for \$20,358.05.

J:\Admin-Eng\Commission Corrsp\2022 Commission Correspondence\Ferguson Water Works C9\Consent Agenda Memo Ferguson Waterworks 060122.docx

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

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



FERGUSON WATERWORKS #2516
 1917 1ST AVE N
 FARGO, ND 58102-4118

Phone: 701-293-5511
 Fax: 701-232-8129

Deliver To: From: Lyle Ranstrom Comments:
--

15:00:03 MAY 31 2022

Page 1 of 1

FERGUSON WATERWORKS #2516

Price Quotation
 Phone: 701-293-5511
 Fax: 701-232-8129

Bid No: B165935
Bid Date: 05/24/22
Quoted By: LAR

Cust Phone: 701-241-5602
Terms: NET 10TH PROX

Customer: COUNTY OF CASS
 CASS COUNTY GOVERNMENT
 PO BOX 2806
 FARGO, ND 58108-2806

Ship To: COUNTY OF CASS
 CASS COUNTY GOVERNMENT
 PO BOX 2806
 FARGO, ND 58108-2806

Cust PO#: 30 HDPE

Job Name:

Item	Description	Quantity	Net Price	UM	Total
A30650020IB	KYLE 701-630-8667 30X20 AASHTO W/TITE HDPE PIPE BE	360	44.080	FT	15868.80
A3075NS	30 GALV FLR END SECT	1	508.770	EA	508.77
A30650020IB	30X20 AASHTO W/TITE HDPE PIPE BE 18" RISER 5' TALL	1	3200.490	FT	3200.49
N1801DI	18 DI GRATE	1	275.310	EA	275.31
SP-AFG30	30 STD HINGED FLAP GATE MADE TO FIT CORR HDPE PIPE	1	504.680	EA	504.68

Net Total: \$20358.05
Tax: \$0.00
Freight: \$0.00
Total: \$20358.05

Quoted prices are based upon receipt of the total quantity for immediate shipment (48 hours). SHIPMENTS BEYOND 48 HOURS SHALL BE AT THE PRICE IN EFFECT AT TIME OF SHIPMENT UNLESS NOTED OTHERWISE. QUOTES FOR PRODUCTS SHIPPED FOR RESALE ARE NOT FIRM UNLESS NOTED OTHERWISE.

CONTACT YOUR SALES REPRESENTATIVE IMMEDIATELY FOR ASSISTANCE WITH DBE/MBE/WBE/SMALL BUSINESS REQUIREMENTS.

Seller not responsible for delays, lack of product or increase of pricing due to causes beyond our control, and/or based upon Local, State and Federal laws governing type of products that can be sold or put into commerce. This Quote is offered contingent upon the Buyer's acceptance of Seller's terms and conditions, which are incorporated by reference and found either following this document, or on the web at <https://www.ferguson.com/content/website-info/terms-of-sale>
 Govt Buyers: All items are open market unless noted otherwise.

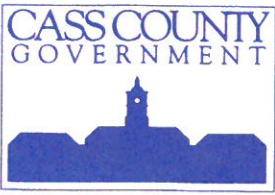
LEAD LAW WARNING: It is illegal to install products that are not "lead free" in accordance with US Federal or other applicable law in potable water systems anticipated for human consumption. Products with *NP in the description are NOT lead free and can only be installed in non-potable applications. Buyer is solely responsible for product selection.
 COVID-19 ORDER: ANY REFERENCE TO OR INCORPORATION OF EXECUTIVE ORDER 14042 AND/OR THE EO-IMPLEMENTING FEDERAL CLAUSES (FAR 52.223-99 AND/OR DFARS 252.223-7999) IS EXPRESSLY REJECTED BY SELLER AND SHALL NOT APPLY AS SELLER IS A MATERIALS SUPPLIER AND THEREFORE EXEMPT UNDER THE EXECUTIVE ORDER.



HOW ARE WE DOING? WE WANT YOUR FEEDBACK!

Scan the QR code or use the link below to complete a survey about your bids:

<https://survey.medallia.com/?bidsorder&fc=2516&on=3069>



PURCHASE ORDER

PAGE: 1
 P.O. NO.: 151238
 DATE: 06/02/22

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

FERGUSON WATERWORKS #2516
 PO BOX 802817
 CHICAGO, IL 60680-2817

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

VENDOR NO.		5677	
DELIVER BY	SHIP VIA	F.O.B.	TERMS
06/02/22			NET
CONFIRM BY		CONFIRM TO	REQUISITIONED BY
		HALLAND, SHARI K	JASON BENSON
FREIGHT	CONTRACT NO.	ACCOUNT NO.	PROJECT
		211-4001-431.45-75	CH1801
			FERGUSON
			06/02/22

LINE NO.	QUANTITY	UOM	ITEM NO. AND DESCRIPTION	UNIT COST	EXTENDED COST
1	1.00	EA	CULVERT FOR CASS 9	20358.0500	20358.05
SUB-TOTAL					20358.05



20358.05

AUTHORIZED BY _____ COUNTY OFFICIAL

2022 Mosquito Control Agreement City of Horace and Cass County Government

This is an agreement to formalize the partnership for mosquito control between the City of Horace whose office is at 215 Park Drive East Horace, ND 58047 hereinafter CITY, and the Cass County Commission, whose office is at 211 Ninth Street, Fargo, North Dakota 58108. Mailing address is Box 2806 Fargo, ND 58108 hereinafter COUNTY.

THE PARTIES STIPULATE AND AGREE AS FOLLOWS:

- 1) COUNTY agrees to provide mosquito control activities throughout the Vector Control District commensurate with the funding available. For the 2022 season, approximately \$789,967 in County funds has been designated for the Countywide Vector Program. County funds will be used within the City of Horace and in surrounding areas with the objective being to distribute services commensurate with revenue. Activities include, but are not limited to, treating water for larvae, spraying for adult mosquitoes, and public information activities.
- 2) In addition to services provided in paragraph 1, COUNTY employees will be utilized within and around the City of Horace for additional mosquito control activities. These activities include the use of off-highway vehicle for treatment of right of ways, treatment of larval mosquito habitat on all land within City of Horace, residual spraying for adult mosquitoes, and adult mosquito surveillance activities. The Vector Director will provide coordination of activities and employees. The Vector Director will work in cooperation with City of Horace officials to provide technical assistance as necessary.
- 3) Based upon a standard formula of \$1 per residential household per month, the CITY agrees to pay \$11604 on an annual basis to supplement the control efforts of COUNTY referred to in paragraph 2.
- 4) COUNTY will provide services within the predetermined "Extra-territorial" area for various mosquito control activities such as but not limited to: making applications of pesticides using off-highway vehicles, inspection of public and private property, and collection of mosquito traps for population monitoring.
- 5) CITY agrees to fund all the activities described in paragraph 4. Anticipated total cost of services defined in paragraph 4 are not exceed \$8,000 from **June 1st to AUGUST 31st** in Horace ET. Additional service can be provided upon request of CITY if desired. COUNTY will provide monthly statements to CITY of time and materials, and invoice CITY monthly. COUNTY will provide updates to CITY at any time requested to monitor expenditures.
- 6) CITY agrees to fund all contract costs for aerial spraying within the City limits. The CITY will make the decision(s) to use or not use an aerial applicator. County will coordinate the spray operation upon the City's approval.
- 7) CITY agrees to fund the cost of city-wide evening truck mounted adult mosquito spraying at \$125.00 per application if requested by CITY. Estimate between 3 and 15 applications per season dependent upon conditions.

8) COUNTY agrees to assume all liability and agrees to indemnify and defend the CITY from all direct and indirect, present and future claims or causes of action, which in any way result from the activities of the COUNTY in completion of the tasks stated herein or may result from the decisions, recommendations, actions, omissions of actions or other errors on the part of COUNTY, its employees or contractors and any part from which COUNTY may obtain information or services for the completion of the same. This assumption of liability and agreement to hold harmless is intended to cover any present or future activities undertaken by COUNTY in furtherance of this agreement.

9) CITY agrees to assume all liability and agrees to indemnify and defend the COUNTY from all direct and indirect, present and future claims or causes of action, which in any way result from the activities of the City in completion of the tasks stated herein or may result from the decisions, recommendations, actions, omissions of actions or other errors on the part of CITY, its employees or contractors and any part from which CITY may obtain information or services for the completion of the same. This assumption of liability and agreement to hold harmless is intended to cover any present or future activities undertaken by CITY in furtherance of this agreement.

Chair, Cass County Commission:

Date:

Mayor, City of Horace: 

Date: 6/6/2022



6/6/2022



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 *JPB*
DATE: June 1, 2022
SUBJECT: Consent Agenda Item for June 20th, 2022 Commission Meeting: C34 – Georgetown Bridge.

Last summer we the county noticed some movement happening on the Georgetown Bridge on Cass County Highway 34 over the Red River. The county ended up closing the bridge for a short time to monitor the movement and have it inspected. After inspection was completed they allowed us to reopen the bridge but suggested that we monitor the movement. Attached is a proposal from Braun Intertec Corporation for the installation of 3 inclinometers on the west side of the bridge to monitor the movement. The proposal for the above mentioned work is estimated at \$39,492.00.

SUGGESTED MOTION: Authorize Chairperson to sign the purchase order and proposal from Braun Intertec Corporation for \$39,492.00.

J:\Admin-Eng\Commission Corrsp\2022 Commission Correspondence\Georgetown Bridge\Consent Agenda Memo Braun 060822.docx

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

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

June 10, 2022

Proposal

Kyle Litchy, PE
Cass County Highway Department
1201 Main Ave West
West Fargo, ND 58078

Re: Proposal for Instrumentation & Monitoring Services
Bridge No. 09-142-10.0 Instrumentation & Monitoring
Cass County Highway 34
Wiser, North Dakota

Dear Mr. Litchy:

Braun Intertec Corporation is pleased to submit this proposal to provide instrumentation & monitoring services for the existing Bridge No. 09-142-10.0, spanning the Red River of the North, carrying Cass County Highway 34, near Wiser, North Dakota.

We understand this existing bridge, specifically the western approach and abutment, continues to exhibit undesirable movement, evidenced by tilting and rotation of structural elements, common to structures along the Red River in geotechnically weak areas prone to landslide movement and large rotational failures. Surrounding soils exhibit similar undesirable movement, including features such as a scarp and a rotational upheaved mass near the river. The existing bridge accommodates a low volume of traffic, but movements have approached a level that requires a new approach for monitoring. If movements continue to worsen, structural and geotechnical repairs or reconstruction may be necessary. There is no indication of undesirable movement of the bridge's central pier or eastern abutment and approach.

The purpose of our instrumentation services is to monitor both the structural performance of the bridge's western abutment and the geotechnical performance of the soils around the western abutment, in a way that combines real-time data with periodic on-site measurements, to support maintenance activities and provide valuable data for future design considerations should future repairs or reconstruction be necessary.

Scope of Services

As discussed with you, we will provide the following instrumentation services, subject to the following assumptions/exceptions:

- **3 INCLINOMETERS**
 - During a field reconnaissance prior to drilling, we will select the 3 inclinometer locations based off field and access conditions, subject to the following criteria:
 - One is located within 10 feet of the western abutment, immediately south
 - One is located toward the river, south of the bridge deck, approximately 50 feet away (or closer to be within the extent of evident failure mass)

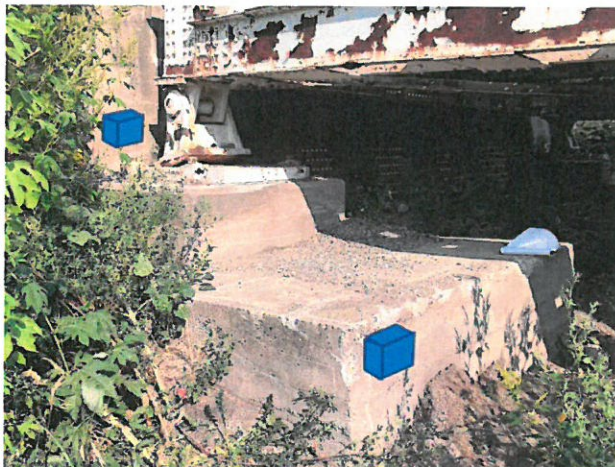
- One is located away from the river, 10 feet south of the roadway, approximately 50 feet away, (or closer to be within the extent of the evident failure mass—between the scarp and the river). This inclinometer will include a protective enclosure (to protect from snow clearing and traffic).
 - These 3 locations will reasonably form a line perpendicular to the river.
- We will drill and sample 3 geotechnical borings, to a depth that extends at least 10 feet into glacial till soils (approximately 100 feet).
- Upon termination, we will install and anchor grooved inclinometer casing (Slope Indicator Model QC Casing) within the glacial till soils, and fully grout the borehole with a bentonite-cement mixture geared for soft soils, according to GEOKON’s Table 1 below.

	50 PSI Grout for Medium to Hard Soils		4 PSI Grout for Soft Soils	
	Amount	Ratio by Weight	Amount	Ratio by Weight
Water	30 gallons	2.5	75 gallons	6.6
Portland Cement	94 lb. (one sack)	1	94 lb. (one sack)	1
Bentonite	25 lb. (as required)	0.3	39 lb. (as required)	0.4
Note:	The 28-day compressive strength of this mix is about 50 psi, similar to very stiff/hard clay. The modulus is about 10,000 psi.		The 28-day strength of this mix is about 4 psi, similar to very soft clay.	

TABLE 1: Cement / Bentonite / Water Ratios

• **4 TILTMETERS**

- We will install GEOKON GeoNet biaxial Tilt Loggers on the eastern face of the western abutment—1 at the north end, and 1 at the south end—and on the eastern face of the exposed foundation—1 at the north end, and 1 at the south end. Reference the photo below for an example of the 2 on the south end.



- GEOKON has options regarding GeoNet Tilt Loggers, with either integrated Cellular or Radio (wireless mesh) capabilities. Cellular loggers require an additional solar panel for power, while battery-powered Radio loggers require an additional unit (Cellular Gateway) that requires an additional solar panel for power. The various options yield

similar upfront and ongoing costs and risks. For a collection of reasons, we will continue to assess during project planning, but are currently planning to implement Radio loggers and a Cellular Gateway—since it also provides compatibility with future changes (like the addition of Radio loggers for the VW piezometers).

- **7 SURVEY PRISMS**

- We will confer with the Cass County Highway Department surveying team and install 1 L-Bar Mini Survey prism at locations near each tiltmeter location.
- We will adhere 1 rotational survey prism to each inclinometer casing

- **MONITORING**

- INCLINOMETER

- We will perform 3 separate manual baseline readings using a digital inclinometer probe, at least 48 hours after installation (to allow for the grout to cure substantially).
- We will coordinate with Cass County Highway Department surveying team, and plan to perform ongoing manual digital inclinometer readings close to the ongoing surveying schedule (tentatively twice per year). We will perform visual inspections and routine maintenance of other instrumentation concurrently.
- We will submit a graphical report of cumulative displacement, compared with the baseline readings, within 1 week of data capture.

- TILTMETERS

- We will setup, program, and test the Tiltmeters for hourly measurements.
- After 1 month of hourly baseline measurements, we will coordinate with you and establish monitoring thresholds that can alert personnel via automatic emails should measurements begin to exceed those thresholds.
- Upon establishing monitoring thresholds, these tiltmeter measurements will eventually be automatically updated to a near real-time, secure access, website.
- We anticipate the data to be presented graphically, such that the data is easy to interpret visually.
- Additional analysis will occur when inclinometer and survey (and piezometer) measurements are taken. Potential correlations to tilt may prompt alterations to the tiltmeter programming or thresholds.

- SURVEY PRISMS

- We will organize the measurements in one spreadsheet, tracking movement graphically, accessible via SharePoint.

- ANNUAL REPORT

- We will submit an annual report, including
 - 1 inclinometer graphical report
 - Annual graphical summary of tilt data
 - 1 survey prism graphical report.
 - Synopsis of evident trends, correlations, or events conveyed in the data.

Additional Assumptions

Any damaged instrumentation, resulting from Contractor activity (or any other party, except for Braun Intertec, which also includes theft, vandalism, weather, flooding, mother nature), shall be replaced and paid for by the Contractor.

Ongoing software, cellular, and data fees may increase beyond anticipation; and unforeseen data connectivity or technological issues that are not easily remedied may arise; such that we would request a change order regarding monitoring & maintenance services.

Costs and Invoicing

We will furnish the services described herein for a lump sum fee of **\$39,942**. We broke down the scope in the various categories below.

	Cost
EQUIPMENT	\$13,962
INSTALLATION & SETUP	\$17,720
MONITORING & MAINTENANCE (per year)	\$7,810
Total	\$39,492

Our work may extend over several invoicing periods. As such, we will submit partial progress invoices for work we perform during each invoicing period.

General Remarks

We will be happy to meet with you to discuss our proposed scope of services further and clarify the various scope components.

We appreciate the opportunity to present this proposal to you. Please sign and return a copy to us in its entirety. If anything in this proposal is not consistent with your requirements, please let us know immediately. Braun Intertec will not release any written reports until we have received a signed agreement. Also, ordering services from Braun Intertec constitutes acceptance of the terms of this proposal.

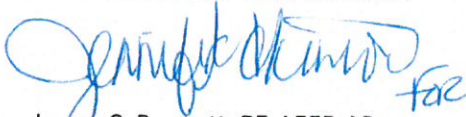
We based the proposed fee on the scope of services described and the assumptions that you will authorize our services within 30 days and that others will not delay us beyond our proposed schedule.

We include the Braun Intertec General Conditions, which provide additional terms and are a part of our agreement.

We will be happy to meet with you to discuss our proposed scope of services further and clarify the various scope components. Please contact Jimmy Bennett at jbennett@braunintertec.com or 952.995.2232, to have questions answered or schedule a time to meet and discuss our approach.

Sincerely,

BRAUN INTERTEC CORPORATION



James C. Bennett, PE, LEED AP
Technical Manager, Project Engineer



Ezra Ballinger, PE
Business Unit Leader, Senior Engineer

Attachments:
General Conditions (1/1/18)

The proposal is accepted, and you are authorized to proceed.

Authorizer's Firm

Authorizer's Signature

Authorizer's Name (please print or type)

Authorizer's Title

Date

Section 1: Agreement

1.1 Our agreement with you consists of these General Conditions and the accompanying written proposal or authorization ("**Agreement**"). This Agreement is the entire agreement between you and us. It supersedes prior agreements. It may be modified only in a writing signed by us, making specific reference to the provision modified.

1.2 The words "**you**," "**we**," "**us**," and "**our**" include officers, employees, and subcontractors.

1.3 In the event you use a purchase order or other documentation to authorize our scope of work ("**Services**"), any conflicting or additional terms are not part of this Agreement. Directing us to start work prior to execution of this Agreement constitutes your acceptance. If, however, mutually acceptable terms cannot be established, we have the right to terminate this Agreement without liability to you or others, and you will compensate us for fees earned and expenses incurred up to the time of termination.

Section 2: Our Responsibilities

2.1 We will provide Services specifically described in this Agreement. You agree that we are not responsible for services that are not expressly included in this Agreement. Unless otherwise agreed in writing, our findings, opinions, and recommendations will be provided to you in writing. You agree not to rely on oral findings, opinions, or recommendations without our written approval.

2.2 In performing our professional services, we will use that degree of care and skill ordinarily exercised under similar circumstances by reputable members of our profession practicing in the same locality. If you direct us to deviate from our recommended procedures, you agree to hold us harmless from claims, damages, and expenses arising out of your direction. If during the one year period following completion of Services it is determined that the above standards have not been met and you have promptly notified us in writing of such failure, we will perform, at our cost, such corrective services as may be necessary, within the original scope in this Agreement, to remedy such deficiency. Remedies set forth in this section constitute your sole and exclusive recourse with respect to the performance or quality of Services.

2.3 We will reference our field observations and sampling to available reference points, but we will not survey, set, or check the accuracy of those points unless we accept that duty in writing. Locations of field observations or sampling described in our report or shown on our sketches are based on information provided by others or estimates made by our personnel. You agree that such dimensions, depths, or elevations are approximations unless specifically stated otherwise in the report. You accept the inherent risk that samples or observations may not be representative of things not sampled or seen and further that site conditions may vary over distance or change over time.

2.4 Our duties do not include supervising or directing your representatives or contractors or commenting on, overseeing, or providing the means and methods of their services unless expressly set forth in this Agreement. We will not be responsible for the failure of your contractors, and the providing of Services will not relieve others of their responsibilities to you or to others.

2.5 We will provide a health and safety program for our employees, but we will not be responsible for contractor, owner, project, or site health or safety.

2.6 You will provide, at no cost to us, appropriate site safety measures as to work areas to be observed or inspected by us. Our employees are authorized by you to refuse to work under conditions that may be unsafe.

2.7 Unless a fixed fee is indicated, our price is an estimate of our project costs and expenses based on information available to us and our experience and knowledge. Such estimates are an exercise of our professional judgment and are not guaranteed or warranted. Actual costs may vary. You should allow a contingency in addition to estimated costs.

Section 3: Your Responsibilities

3.1 You will provide us with prior environmental, geotechnical and other reports, specifications, plans, and information to which you have access about the site. You agree to provide us with all plans, changes in plans, and new information as to site conditions until we have completed Services.

3.2 You will provide access to the site. In the performance of Services some site damage is normal even when due care is exercised. We will use reasonable care to minimize damage to the site. We have not included the cost of restoration of damage in the estimated charges.

3.3 You agree to provide us, in a timely manner, with information that you have regarding buried objects at the site. We will not be responsible for locating buried objects at the site. *You agree to hold us harmless, defend, and indemnify us from claims, damages, losses, penalties and expenses (including attorney fees) involving buried objects that were not properly marked or identified or of which you had knowledge but did not timely call to our attention or correctly show on the plans you or others furnished to us.*

3.4 You will notify us of any knowledge or suspicion of the presence of hazardous or dangerous materials present on any work site or in a sample provided to us. You agree to provide us with information in your possession or control relating to such materials or samples. If we observe or suspect the presence of contaminants not anticipated in this Agreement, we may terminate Services without liability to you or to others, and you will compensate us for fees earned and expenses incurred up to the time of termination.

3.5 Neither this Agreement nor the providing of Services will operate to make us an owner, operator, generator, transporter, treater, storer, or a disposal facility within the meaning of the Resource Conservation Recovery Act, as amended, or within the meaning of any other law governing the handling, treatment, storage, or disposal of hazardous substances. *You agree to hold us harmless, defend, and indemnify us from any claims, damages, penalties or losses resulting from the storage, removal, hauling or disposal of such substances.*

3.6 Monitoring wells are your property, and you are responsible for their permitting, maintenance, and abandonment unless expressly set forth otherwise in this Agreement.

3.7 You agree to make all disclosures required by law. In the event you do not own the project site, you acknowledge that it is your duty to inform the owner of the discovery or release of contaminants at the site. *You agree to hold us harmless, defend, and indemnify us from claims, damages, penalties, or losses and expenses, including attorney fees, related to failures to make disclosures, disclosures made by us that are required by law, and from claims related to the informing or failure to inform the site owner of the discovery of contaminants.*

Section 4: Reports and Records

4.1 Unless you request otherwise, we will provide our report in an electronic format.

4.2 Our reports, notes, calculations, and other documents and our computer software and data are instruments of our service to you, and they remain our property. We hereby grant you a license to use the reports and related information we provide only for the related project and for the purposes disclosed to us. You may not transfer our reports to others or use them for a purpose for which they were not prepared without our written approval. *You agree to indemnify, defend, and hold us harmless from claims, damages, losses, and expenses, including attorney fees, arising out of such a transfer or use.*

4.3 If you do not pay for Services in full as agreed, we may retain work not yet delivered to you and you agree to return to us all of our work that is in your possession or under your control.

4.4 Samples and field data remaining after tests are conducted and field and laboratory equipment that cannot be adequately cleansed of contaminants are and continue to be your property. They may be discarded or returned to you, at our discretion, unless within 15 days of the report date you give us written direction to store or transfer the materials at your expense.

4.5 Electronic data, reports, photographs, samples, and other materials provided by you or others may be discarded or returned to you, at our discretion, unless within 15 days of the report date you give us written direction to store or transfer the materials at your expense.

Section 5: Compensation

5.1 You will pay for Services as stated in this Agreement. If such payment references our Schedule of Charges, the invoicing will be based upon the most current schedule. An estimated amount is not a firm figure. You agree to pay all sales taxes and other taxes based on your payment of our compensation. Our performance is subject to credit approval and payment of any specified retainer.

5.2 You will notify us of billing disputes within 15 days. You will pay undisputed portions of invoices upon receipt. You agree to pay interest on unpaid balances beginning 30 days after invoice dates at the rate of 1.5% per month, or at the maximum rate allowed by law.

5.3 If you direct us to invoice a third party, we may do so, but you agree to be responsible for our compensation unless the third party is creditworthy (in our sole opinion) and provides written acceptance of all terms of this Agreement.

5.4 Your obligation to pay for Services under this Agreement is not contingent on your ability to obtain financing, governmental or regulatory agency approval, permits, final adjudication of any lawsuit, your successful completion of any project, receipt of payment from a third party, or any other event. No retainage will be withheld.

5.5 If you do not pay us in accordance with this Agreement, you agree to reimburse all costs and expenses for collection of the moneys invoiced, including but not limited to attorney fees and staff time.

5.6 You agree to compensate us in accordance with our Schedule of Charges if we are asked or required to respond to legal process arising out of a proceeding related to the project and as to which we are not a party.

5.7 If we are delayed by factors beyond our control, or if project conditions or the scope or amount of work changes, or if changed labor conditions result in increased costs, decreased efficiency, or delays, or if the standards or methods change, we will give you timely notice, the schedule will be extended for each day of delay, and we will be compensated for costs and expenses incurred in accordance with our Schedule of Charges.

5.8 If you fail to pay us in accordance with this Agreement, we may consider the default a total breach of this Agreement and, at our option, terminate our duties without liability to you or to others, and you will compensate us for fees earned and expenses incurred up to the time of termination.

5.9 In consideration of our providing insurance to cover claims made by you, you hereby waive any right to offset fees otherwise due us.

Section 6: Disputes, Damage, and Risk Allocation

6.1 Each of us will exercise good faith efforts to resolve disputes without litigation. Such efforts will include, but not be limited to, a meeting(s)

attended by each party's representative(s) empowered to resolve the dispute. Before either of us commences an action against the other, disputes (except collections) will be submitted to mediation.

6.2 Notwithstanding anything to the contrary in this Agreement, neither party hereto shall be responsible or held liable to the other for punitive, indirect, incidental, or consequential damages, or liability for loss of use, loss of business opportunity, loss of profit or revenue, loss of product or output, or business interruption.

6.3 You and we agree that any action in relation to an alleged breach of our standard of care or this Agreement shall be commenced within one year of the date of the breach or of the date of substantial completion of Services, whichever is earlier, without regard to the date the breach is discovered. Any action not brought within that one year time period shall be barred, without regard to any other limitations period set forth by law or statute. We will not be liable unless you have notified us within 30 days of the date of such breach and unless you have given us an opportunity to investigate and to recommend ways of mitigating damages. You agree not to make a claim against us unless you have provided us at least 30 days prior to the institution of any legal proceeding against us with a written certificate executed by an appropriately licensed professional specifying and certifying each and every act or omission that you contend constitutes a violation of the standard of care governing our professional services. Should you fail to meet the conditions above, you agree to fully release us from any liability for such allegation.

6.4 For you to obtain the benefit of a fee which includes a reasonable allowance for risks, you agree that our aggregate liability for all claims will not exceed the fee paid for Services or \$50,000, whichever is greater. If you are unwilling to accept this allocation of risk, we will increase our aggregate liability to \$100,000 provided that, within 10 days of the date of this Agreement, you provide payment in an amount that will increase our fees by 10%, but not less than \$500, to compensate us for the greater risk undertaken. This increased fee is not the purchase of insurance.

6.5 You agree to indemnify us from all liability to others in excess of the risk allocation stated herein and to insure this obligation. In addition, all indemnities and limitations of liability set forth in this Agreement apply however the same may arise, whether in contract, tort, statute, equity or other theory of law, including, but not limited to, the breach of any legal duty or the fault, negligence, or strict liability of either party.

6.6 This Agreement shall be governed, construed, and enforced in accordance with the laws of the state in which our servicing office is located, without regard to its conflict of law rules. The laws of the state of our servicing office will govern all disputes, and all claims shall be heard in the state or federal courts for that state. Each of us waives trial by jury.

6.7 No officer or employee acting within the scope of employment shall have individual liability for his or her acts or omissions, and you agree not to make a claim against individual officers or employees.

Section 7: General Indemnification

7.1 We will indemnify and hold you harmless from and against demands, damages, and expenses of others to the comparative extent they are caused by our negligent acts or omissions or those negligent acts or omissions of persons for whom we are legally responsible. You will indemnify and hold us harmless from and against demands, damages, and expenses of others to the comparative extent they are caused by your negligent acts or omissions or those negligent acts or omissions of persons for whom you are legally responsible.

7.2 To the extent it may be necessary to indemnify either of us under Section 7.1, you and we expressly waive, in favor of the other only, any immunity or exemption from liability that exists under any worker compensation law.

7.3 You agree to indemnify us against losses and costs arising out of claims of patent or copyright infringement as to any process or system that is specified or selected by you or by others on your behalf.

Section 8: Miscellaneous Provisions

8.1 We will provide a certificate of insurance to you upon request. Any claim as an Additional Insured shall be limited to losses caused by our negligence.

8.2 You and we, for ourselves and our insurers, waive all claims and rights of subrogation for losses arising out of causes of loss covered by our respective insurance policies.

8.3 Neither of us will assign or transfer any interest, any claim, any cause of action, or any right against the other. Neither of us will assign or otherwise transfer or encumber any proceeds or expected proceeds or compensation from the project or project claims to any third person, whether directly or as collateral or otherwise.

8.4 This Agreement may be terminated early only in writing. You will compensate us for fees earned for performance completed and expenses incurred up to the time of termination.

8.5 If any provision of this Agreement is held invalid or unenforceable, then such provision will be modified to reflect the parties' intention. All remaining provisions of this Agreement shall remain in full force and effect.

8.6 No waiver of any right or privilege of either party will occur upon such party's failure to insist on performance of any term, condition, or instruction, or failure to exercise any right or privilege or its waiver of any breach.



PURCHASE ORDER

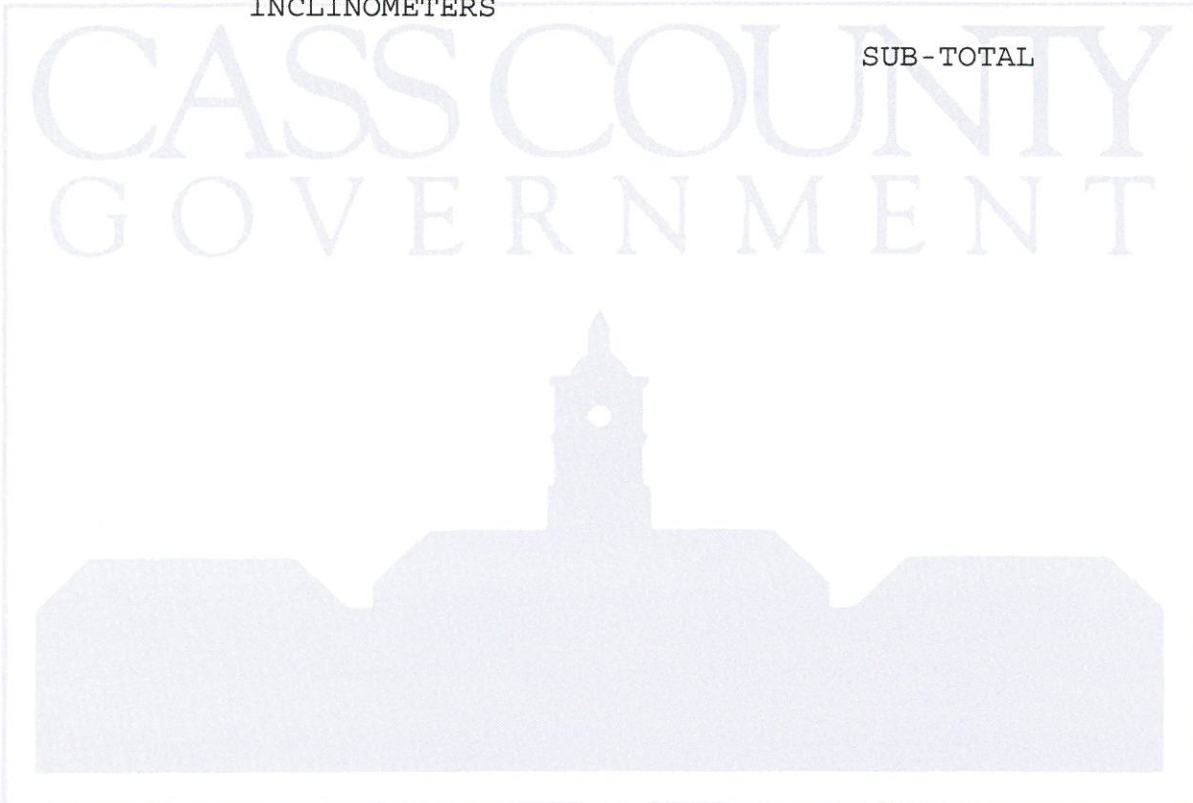
PAGE: 1
 P.O. NO.: 151412
 DATE: 06/15/22

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

BRAUN INTERTEC CORPORATION
 LOCKBOX 446035
 PO BOX 64384
 ST PAUL, MN 55164-0384

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

VENDOR NO.		583			
DELIVER BY	SHIP VIA	F.O.B.	TERMS		
06/15/22			NET		
CONFIRM BY		CONFIRM TO		REQUISITIONED BY	
		HALLAND, SHARI K		JASON BENSON	
FREIGHT	CONTRACT NO.	ACCOUNT NO.	PROJECT	REQ. NO.	REQ. DATE
		211-4001-431.33-01		BRAUN	06/15/22
LINE NO.	QUANTITY	UOM	ITEM NO. AND DESCRIPTION	UNIT COST	EXTENDED COST
1	39492.00	EA	INSTALLATION OF THREE INCLINOMETERS	1.0000	39492.00
SUB-TOTAL					39492.00
39492.00					



AUTHORIZED BY _____ COUNTY OFFICIAL



Vector Control Board

MEMORANDUM

Tony Gehrig
Dr. Joe Rinehart PhD
Dr. Matthew Eaton DDS

Ben Prather
Director

TO: Cass County Commission

FROM: Ben Prather, Vector Control Director
Jason Benson, County Engineer

DATE: June 20th, 2022

SUBJECT: Mosquito Control Agreements:
Metro Area Larval Control Contracts

Municipal larval control contracts have been sent to local cities within the metro as in past years. These larval control contracts are the primary source of operating funds for the Vector Control program. In the coming weeks, the contracts will be signed by Mayors or other authorized representatives and returned to Cass County from the respective entities.

SUGGESTED MOTION:

Authorize Chair to sign larval mosquito control contracts with cities.

1201 Main Ave West
West Fargo, North
Dakota 58078-1301
701-298-2382

2022 Mosquito Control Agreement

City of Briarwood and Cass County Government

This is an agreement to formalize the partnership for mosquito control between the City of Briarwood whose office is at 8 Briarwood Place Briarwood, ND 58104 hereinafter CITY, and the Cass County Commission, whose office is at 211 Ninth Street, Fargo, North Dakota 58108. Mailing address is Box 2806 Fargo, ND 58108 hereinafter COUNTY.

THE PARTIES STIPULATE AND AGREE AS FOLLOWS:

- 1) COUNTY agrees to provide mosquito control activities throughout the Vector Control District commensurate with the funding available. For the 2022 season, approximately 835,000 in County funds has been designated for the Countywide Vector Program. County funds will be used within the City of Briarwood and in surrounding areas with the objective being to distribute services commensurate with revenue. Activities include, but are not limited to, treating water for larvae, spraying for adult mosquitoes, and public information activities.
- 2) In addition to services provided in paragraph 1, COUNTY employees will be utilized within and around the City of Briarwood for additional mosquito control activities. These activities include the use of off-highway vehicle for treatment of right of ways, treatment of larval mosquito habitat on all land within City of Briarwood, residual spraying for adult mosquitoes, and adult mosquito surveillance activities. The Vector Director will provide coordination of activities and employees. The Vector Director will work in cooperation with City of Briarwood officials to provide technical assistance as necessary.
- 3) Based upon a standard formula of \$1 per residential household per month, the CITY agrees to pay \$228 on an annual basis to supplement the control efforts of COUNTY referred to in paragraph 2.
- 4) CITY agrees to fund all contract costs for aerial spraying within the City limits. The CITY will make the decision(s) to use or not use an aerial applicator. County will coordinate the spray operation upon the City's approval.
- 5) CITY agrees to fund the cost of city-wide evening truck mounted adult mosquito spraying at \$35.00 per application when requested by CITY. Estimate between 3 and 15 applications per season dependent upon conditions. Adult mosquito control spraying will be billed monthly.
- 6) COUNTY agrees to assume all liability and agrees to indemnify and defend the CITY from all direct and indirect, present and future claims or causes of action, which in any way result from the activities of the COUNTY in completion of the tasks stated herein or may result from the decisions, recommendations, actions, omissions of actions or other errors on the part of COUNTY, its employees or contractors and any part from which COUNTY may obtain information or services for the completion of the same. This assumption of liability and agreement to hold harmless is intended to cover any present or future activities undertaken by COUNTY in furtherance of this agreement.
- 7) CITY agrees to assume all liability and agrees to indemnify and defend the COUNTY from all direct and indirect, present and future claims or causes of action, which in any way result from the activities of the City in completion of the tasks stated herein or may result from the decisions, recommendations, actions, omissions of actions or other errors on the part of CITY, its employees or contractors and any part from which CITY may obtain information or services for the completion of the same. This assumption of liability and agreement to hold harmless is intended to cover any present or future activities undertaken by CITY in furtherance of this agreement.

Chair, Cass County Commission

Date:

Mayor, City of Briarwood:

Date:

2022 Mosquito Control Agreement

City of Frontier and Cass County Government

This is an agreement to formalize the partnership for mosquito control between the City of Frontier whose office is at 5202 32 St S Frontier, ND 58104 hereinafter CITY, and the Cass County Commission, whose office is at 211 Ninth Street, Fargo, North Dakota 58108. Mailing address is Box 2806 Fargo, ND 58108 hereinafter COUNTY.

THE PARTIES STIPULATE AND AGREE AS FOLLOWS:

- 1) COUNTY agrees to provide mosquito control activities throughout the Vector Control District commensurate with the funding available. For the 2022 season, approximately 835,000 in County funds has been designated for the Countywide Vector Program. County funds will be used within the City of Frontier and in surrounding areas with the objective being to distribute services commensurate with revenue. Activities include, but are not limited to, treating water for larvae, spraying for adult mosquitoes, and public information activities.
- 2) In addition to services provided in paragraph 1, COUNTY employees will be utilized within and around the City of Frontier for additional mosquito control activities. These activities include the use of off-highway vehicle for treatment of right of ways, treatment of larval mosquito habitat on all land within City of Frontier, residual spraying for adult mosquitoes, and adult mosquito surveillance activities. The Vector Director will provide coordination of activities and employees. The Vector Director will work in cooperation with City of Frontier officials to provide technical assistance as necessary.
- 3) Based upon a standard formula of \$1 per residential household per month, the CITY agrees to pay \$960 on an annual basis to supplement the control efforts of COUNTY referred to in paragraph 2.
- 4) CITY agrees to fund all contract costs for aerial spraying within the City limits. The CITY will make the decision(s) to use or not use an aerial applicator. County will coordinate the spray operation upon the City's approval.
- 5) CITY agrees to fund the cost of city-wide evening truck mounted adult mosquito spraying at \$65.00 per application when requested by CITY. Estimate between 3 and 15 applications per season dependent upon conditions. Adult mosquito control spraying will be billed monthly.
- 6) COUNTY agrees to assume all liability and agrees to indemnify and defend the CITY from all direct and indirect, present and future claims or causes of action, which in any way result from the activities of the COUNTY in completion of the tasks stated herein or may result from the decisions, recommendations, actions, omissions of actions or other errors on the part of COUNTY, its employees or contractors and any part from which COUNTY may obtain information or services for the completion of the same. This assumption of liability and agreement to hold harmless is intended to cover any present or future activities undertaken by COUNTY in furtherance of this agreement.
- 7) CITY agrees to assume all liability and agrees to indemnify and defend the COUNTY from all direct and indirect, present and future claims or causes of action, which in any way result from the activities of the City in completion of the tasks stated herein or may result from the decisions, recommendations, actions, omissions of actions or other errors on the part of CITY, its employees or contractors and any part from which CITY may obtain information or services for the completion of the same. This assumption of liability and agreement to hold harmless is intended to cover any present or future activities undertaken by CITY in furtherance of this agreement.

Chair, Cass County Commission

Date:

Mayor, City of Frontier:

Date:

2022 Mosquito Control Agreement

City of Harwood and Cass County Government

This is an agreement to formalize the partnership for mosquito control between the City of Harwood whose office is at PO Box 65 Harwood, ND 58042-0065 hereinafter CITY, and the Cass County Commission, whose office is at 211 Ninth Street, Fargo, North Dakota 58108. Mailing address is Box 2806 Fargo, ND 58108 hereinafter COUNTY.

THE PARTIES STIPULATE AND AGREE AS FOLLOWS:

- 1) COUNTY agrees to provide mosquito control activities throughout the Vector Control District commensurate with the funding available. For the 2022 season, approximately 835,000 in County funds has been designated for the Countywide Vector Program. County funds will be used within the City of Harwood and in surrounding areas with the objective being to distribute services commensurate with revenue. Activities include, but are not limited to, treating water for larvae, spraying for adult mosquitoes, and public information activities.
- 2) In addition to services provided in paragraph 1, COUNTY employees will be utilized within and around the City of Harwood for additional mosquito control activities. These activities include the use of off-highway vehicle for treatment of right of ways, treatment of larval mosquito habitat on all land within City of Harwood, residual spraying for adult mosquitoes, and adult mosquito surveillance activities. The Vector Director will provide coordination of activities and employees. The Vector Director will work in cooperation with City of Harwood officials to provide technical assistance as necessary.
- 3) Based upon a standard formula of \$1 per residential household per month, the CITY agrees to pay \$3300 on an annual basis to supplement the control efforts of COUNTY referred to in paragraph 2.
- 4) CITY agrees to fund all contract costs for aerial spraying within the City limits. The CITY will make the decision(s) to use or not use an aerial applicator. County will coordinate the spray operation upon the City's approval.
- 5) CITY agrees to fund the cost of city-wide evening truck mounted adult mosquito spraying at \$95.00 per application when requested by CITY. Estimate between 3 and 15 applications per season dependent upon conditions. Adult mosquito control spraying will be billed monthly.
- 6) COUNTY agrees to assume all liability and agrees to indemnify and defend the CITY from all direct and indirect, present and future claims or causes of action, which in any way result from the activities of the COUNTY in completion of the tasks stated herein or may result from the decisions, recommendations, actions, omissions of actions or other errors on the part of COUNTY, its employees or contractors and any part from which COUNTY may obtain information or services for the completion of the same. This assumption of liability and agreement to hold harmless is intended to cover any present or future activities undertaken by COUNTY in furtherance of this agreement.
- 7) CITY agrees to assume all liability and agrees to indemnify and defend the COUNTY from all direct and indirect, present and future claims or causes of action, which in any way result from the activities of the City in completion of the tasks stated herein or may result from the decisions, recommendations, actions, omissions of actions or other errors on the part of CITY, its employees or contractors and any part from which CITY may obtain information or services for the completion of the same. This assumption of liability and agreement to hold harmless is intended to cover any present or future activities undertaken by CITY in furtherance of this agreement.

Chair, Cass County Commission

Date:

Mayor, City of Harwood:

Date:

2022 Mosquito Control Agreement

City of Horace and Cass County Government

This is an agreement to formalize the partnership for mosquito control between the City of Horace whose office is at 215 Park Drive East Horace, ND 58047 hereinafter CITY, and the Cass County Commission, whose office is at 211 Ninth Street, Fargo, North Dakota 58108. Mailing address is Box 2806 Fargo, ND 58108 hereinafter COUNTY.

THE PARTIES STIPULATE AND AGREE AS FOLLOWS:

- 1) COUNTY agrees to provide mosquito control activities throughout the Vector Control District commensurate with the funding available. For the 2022 season, approximately 835,000 in County funds has been designated for the Countywide Vector Program. County funds will be used within the City of Horace and in surrounding areas with the objective being to distribute services commensurate with revenue. Activities include, but are not limited to, treating water for larvae, spraying for adult mosquitoes, and public information activities.
- 2) In addition to services provided in paragraph 1, COUNTY employees will be utilized within and around the City of Horace for additional mosquito control activities. These activities include the use of off-highway vehicle for treatment of right of ways, treatment of larval mosquito habitat on all land within City of Horace, residual spraying for adult mosquitoes, and adult mosquito surveillance activities. The Vector Director will provide coordination of activities and employees. The Vector Director will work in cooperation with City of Horace officials to provide technical assistance as necessary.
- 3) Based upon a standard formula of \$1 per residential household per month, the CITY agrees to pay \$11604 on an annual basis to supplement the control efforts of COUNTY referred to in paragraph 2.
- 4) CITY agrees to fund all contract costs for aerial spraying within the City limits. The CITY will make the decision(s) to use or not use an aerial applicator. County will coordinate the spray operation upon the City's approval.
- 5) CITY agrees to fund the cost of city-wide evening truck mounted adult mosquito spraying at \$125.00 per application when requested by CITY. Estimate between 3 and 15 applications per season dependent upon conditions. Adult mosquito control spraying will be billed monthly.
- 6) COUNTY agrees to assume all liability and agrees to indemnify and defend the CITY from all direct and indirect, present and future claims or causes of action, which in any way result from the activities of the COUNTY in completion of the tasks stated herein or may result from the decisions, recommendations, actions, omissions of actions or other errors on the part of COUNTY, its employees or contractors and any part from which COUNTY may obtain information or services for the completion of the same. This assumption of liability and agreement to hold harmless is intended to cover any present or future activities undertaken by COUNTY in furtherance of this agreement.
- 7) CITY agrees to assume all liability and agrees to indemnify and defend the COUNTY from all direct and indirect, present and future claims or causes of action, which in any way result from the activities of the City in completion of the tasks stated herein or may result from the decisions, recommendations, actions, omissions of actions or other errors on the part of CITY, its employees or contractors and any part from which CITY may obtain information or services for the completion of the same. This assumption of liability and agreement to hold harmless is intended to cover any present or future activities undertaken by CITY in furtherance of this agreement.

Chair, Cass County Commission

Date:

Mayor, City of Horace:

Date:

2022 Mosquito Control Agreement

City of North River and Cass County Government

This is an agreement to formalize the partnership for mosquito control between the City of North River whose office is at 1510 Reed Dr North River, ND 58102 hereinafter CITY, and the Cass County Commission, whose office is at 211 Ninth Street, Fargo, North Dakota 58108. Mailing address is Box 2806 Fargo, ND 58108 hereinafter COUNTY.

THE PARTIES STIPULATE AND AGREE AS FOLLOWS:

- 1) COUNTY agrees to provide mosquito control activities throughout the Vector Control District commensurate with the funding available. For the 2022 season, approximately 835,000 in County funds has been designated for the Countywide Vector Program. County funds will be used within the City of North River and in surrounding areas with the objective being to distribute services commensurate with revenue. Activities include, but are not limited to, treating water for larvae, spraying for adult mosquitoes, and public information activities.
- 2) In addition to services provided in paragraph 1, COUNTY employees will be utilized within and around the City of North River for additional mosquito control activities. These activities include the use of off-highway vehicle for treatment of right of ways, treatment of larval mosquito habitat on all land within City of North River, residual spraying for adult mosquitoes, and adult mosquito surveillance activities. The Vector Director will provide coordination of activities and employees. The Vector Director will work in cooperation with City of North River officials to provide technical assistance as necessary.
- 3) Based upon a standard formula of \$1 per residential household per month, the CITY agrees to pay \$276 on an annual basis to supplement the control efforts of COUNTY referred to in paragraph 2.
- 4) CITY agrees to fund all contract costs for aerial spraying within the City limits. The CITY will make the decision(s) to use or not use an aerial applicator. County will coordinate the spray operation upon the City's approval.
- 5) CITY agrees to fund the cost of city-wide evening truck mounted adult mosquito spraying at \$45.00 per application when requested by CITY. Estimate between 3 and 15 applications per season dependent upon conditions. Adult mosquito control spraying will be billed monthly.
- 6) COUNTY agrees to assume all liability and agrees to indemnify and defend the CITY from all direct and indirect, present and future claims or causes of action, which in any way result from the activities of the COUNTY in completion of the tasks stated herein or may result from the decisions, recommendations, actions, omissions of actions or other errors on the part of COUNTY, its employees or contractors and any part from which COUNTY may obtain information or services for the completion of the same. This assumption of liability and agreement to hold harmless is intended to cover any present or future activities undertaken by COUNTY in furtherance of this agreement.
- 7) CITY agrees to assume all liability and agrees to indemnify and defend the COUNTY from all direct and indirect, present and future claims or causes of action, which in any way result from the activities of the City in completion of the tasks stated herein or may result from the decisions, recommendations, actions, omissions of actions or other errors on the part of CITY, its employees or contractors and any part from which CITY may obtain information or services for the completion of the same. This assumption of liability and agreement to hold harmless is intended to cover any present or future activities undertaken by CITY in furtherance of this agreement.

Chair, Cass County Commission

Date:

Mayor, City of North River:

Date:

2022 Mosquito Control Agreement

City of Prairie Rose and Cass County Government

This is an agreement to formalize the partnership for mosquito control between the City of Prairie Rose whose office is at 4009 33rd St S Prairie Rose, ND 58104 hereinafter CITY, and the Cass County Commission, whose office is at 211 Ninth Street, Fargo, North Dakota 58108. Mailing address is Box 2806 Fargo, ND 58108 hereinafter COUNTY.

THE PARTIES STIPULATE AND AGREE AS FOLLOWS:

- 1) COUNTY agrees to provide mosquito control activities throughout the Vector Control District commensurate with the funding available. For the 2022 season, approximately 835,000 in County funds has been designated for the Countywide Vector Program. County funds will be used within the City of Prairie Rose and in surrounding areas with the objective being to distribute services commensurate with revenue. Activities include, but are not limited to, treating water for larvae, spraying for adult mosquitoes, and public information activities.
- 2) In addition to services provided in paragraph 1, COUNTY employees will be utilized within and around the City of Prairie Rose for additional mosquito control activities. These activities include the use of off-highway vehicle for treatment of right of ways, treatment of larval mosquito habitat on all land within City of Prairie Rose, residual spraying for adult mosquitoes, and adult mosquito surveillance activities. The Vector Director will provide coordination of activities and employees. The Vector Director will work in cooperation with City of Prairie Rose officials to provide technical assistance as necessary.
- 3) Based upon a standard formula of \$1 per residential household per month, the CITY agrees to pay \$252 on an annual basis to supplement the control efforts of COUNTY referred to in paragraph 2.
- 4) CITY agrees to fund all contract costs for aerial spraying within the City limits. The CITY will make the decision(s) to use or not use an aerial applicator. County will coordinate the spray operation upon the City's approval.
- 5) CITY agrees to fund the cost of city-wide evening truck mounted adult mosquito spraying at \$40.00 per application when requested by CITY. Estimate between 3 and 15 applications per season dependent upon conditions. Adult mosquito control spraying will be billed monthly.
- 6) COUNTY agrees to assume all liability and agrees to indemnify and defend the CITY from all direct and indirect, present and future claims or causes of action, which in any way result from the activities of the COUNTY in completion of the tasks stated herein or may result from the decisions, recommendations, actions, omissions of actions or other errors on the part of COUNTY, its employees or contractors and any part from which COUNTY may obtain information or services for the completion of the same. This assumption of liability and agreement to hold harmless is intended to cover any present or future activities undertaken by COUNTY in furtherance of this agreement.
- 7) CITY agrees to assume all liability and agrees to indemnify and defend the COUNTY from all direct and indirect, present and future claims or causes of action, which in any way result from the activities of the City in completion of the tasks stated herein or may result from the decisions, recommendations, actions, omissions of actions or other errors on the part of CITY, its employees or contractors and any part from which CITY may obtain information or services for the completion of the same. This assumption of liability and agreement to hold harmless is intended to cover any present or future activities undertaken by CITY in furtherance of this agreement.

Chair, Cass County Commission

Date:

Mayor, City of Prairie Rose:

Date:

2022 Mosquito Control Agreement

City of Reilie's Acres and Cass County Government

This is an agreement to formalize the partnership for mosquito control between the City of Reilie's Acres whose office is at 4635 35th Avenue North Reile's Acres, ND 58102-5413 hereinafter CITY, and the Cass County Commission, whose office is at 211 Ninth Street, Fargo, North Dakota 58108. Mailing address is Box 2806 Fargo, ND 58108 hereinafter COUNTY.

THE PARTIES STIPULATE AND AGREE AS FOLLOWS:

- 1) COUNTY agrees to provide mosquito control activities throughout the Vector Control District commensurate with the funding available. For the 2022 season, approximately 835,000 in County funds has been designated for the Countywide Vector Program. County funds will be used within the City of Reilie's Acres and in surrounding areas with the objective being to distribute services commensurate with revenue. Activities include, but are not limited to, treating water for larvae, spraying for adult mosquitoes, and public information activities.
- 2) In addition to services provided in paragraph 1, COUNTY employees will be utilized within and around the City of Reilie's Acres for additional mosquito control activities. These activities include the use of off-highway vehicle for treatment of right of ways, treatment of larval mosquito habitat on all land within City of Reilie's Acres, residual spraying for adult mosquitoes, and adult mosquito surveillance activities. The Vector Director will provide coordination of activities and employees. The Vector Director will work in cooperation with City of Reilie's Acres officials to provide technical assistance as necessary.
- 3) Based upon a standard formula of \$1 per residential household per month, the CITY agrees to pay \$2256 on an annual basis to supplement the control efforts of COUNTY referred to in paragraph 2.
- 4) CITY agrees to fund all contract costs for aerial spraying within the City limits. The CITY will make the decision(s) to use or not use an aerial applicator. County will coordinate the spray operation upon the City's approval.
- 5) CITY agrees to fund the cost of city-wide evening truck mounted adult mosquito spraying at \$70.00 per application when requested by CITY. Estimate between 3 and 15 applications per season dependent upon conditions. Adult mosquito control spraying will be billed monthly.
- 6) COUNTY agrees to assume all liability and agrees to indemnify and defend the CITY from all direct and indirect, present and future claims or causes of action, which in any way result from the activities of the COUNTY in completion of the tasks stated herein or may result from the decisions, recommendations, actions, omissions of actions or other errors on the part of COUNTY, its employees or contractors and any part from which COUNTY may obtain information or services for the completion of the same. This assumption of liability and agreement to hold harmless is intended to cover any present or future activities undertaken by COUNTY in furtherance of this agreement.
- 7) CITY agrees to assume all liability and agrees to indemnify and defend the COUNTY from all direct and indirect, present and future claims or causes of action, which in any way result from the activities of the City in completion of the tasks stated herein or may result from the decisions, recommendations, actions, omissions of actions or other errors on the part of CITY, its employees or contractors and any part from which CITY may obtain information or services for the completion of the same. This assumption of liability and agreement to hold harmless is intended to cover any present or future activities undertaken by CITY in furtherance of this agreement.

Chair, Cass County Commission

Date:

Mayor, City of Reilie's Acres:

Date: