



Finance Office

Telephone: 701-241-5600

Fax: 701-241-5728

SMB-FIN@casscountynd.gov

February 6, 2024

Cass County Board of Commissioners
211 9th Street South
Fargo, ND 58103

RE: Cass County Jail ceiling lights upgrade purchase request

Dear Commissioners:

On January 3, 2024, Cass County's application for the EECBG Program Equipment Rebate was approved by the United States Department of Energy (DOE). The total award amount allocated to Cass County is \$75,660 and no match is required. The Commission approved acceptance of this award on January 16, 2024.

Converting Cass County buildings to LED lighting has been an ongoing energy conservation strategy for the county. To date, we have converted 100% of the Annex and highway buildings to LED lighting. The Courthouse and Jail are both approximately 10% converted and the Law Enforcement Center remains to be converted.

The approved project scope covers updating the lighting within the Cass County Jail from fluorescent to LED. The scope of work includes disconnecting and removing all drop-in troffer style ceiling fluorescent lights and reconnecting new LED 4k Edge lit flat panel grid mounted light fixtures (109 2x2 grid mounted light fixtures and 403 2x4 grid mounted light fixtures).

The 2024 Building & Grounds budget includes \$50,000 for LED lights.

Acceptance of federal funds requires the county to follow procurement requirements in accordance with 2 CFR 200. As such, federal small purchase procedures for goods and services \$250,000 and under requires us to obtain quotes from a minimum of 3 qualified sources.

A summary of the quotes are as follows:

1. Bergstrom Electric at \$76,000
2. Anderson Electric LLC at \$81,500
3. Red River Electric at \$74,960

The county's Maintenance Supervisor has assessed all quotes as reasonable and has recommended the acceptance of the Bergstrom Electric quote at \$76,000. This quote will fully utilize the EECBG grant of \$75,660 and the remaining \$340 will be covered by the Building & Ground's budget.

Although the quote is \$1,040 more than the lowest quote offered by Red River Electric, Bergstrom Electric brings years' worth of experience specific to Cass County buildings which is deemed to be invaluable.

Bergstrom Electric currently provides electrical services throughout county buildings in addition to being the company that was involved in the construction of the first section of the jail.

Sincerely,

A handwritten signature in black ink, appearing to read "B Madrigga". The signature is written in a cursive, flowing style.

Brandy Madrigga
Cass County Finance Director

SUGGETED MOTION:

Move to approve the acceptance of the Bergstrom Electric quote to update the Cass County jail to LED lighting in the amount of \$76,000 and related budget adjustment of \$26,000.

Encl: quotes from Bergstrom Electric, Anderson Electric LLC and, Red River Electric



Bergstrom Electric
Where Quality & Customers Matter

Cass County – Jail Site.

1/24/24

Ref: Ceiling Light upgrade to LED Flat panels

Scope of work: Update Ceiling lights within Cass Jail:

Disconnect and remove all “Drop-in” troffer style ceiling fluorescent lights,

Reconnect a New LED – 4K LED flat panel grid mounted light fixtures.

Per owner Est counts:

109 2X2 grid mounted light fixtures

403 2X4 grid mounted light fixtures

Est Budget for – Disconnect- remove- recycle- replace: \$76,000.00**

** These are budget prices – quote good only for 2 weeks.

After that – subject to factory pricing at time of order.

Does not include any other updates any other updates.

Please call for additions or changes to your project.

See attached 3- Mfg. type we requested – with notes.

Regards,

Perry Kleven
Bergstrom Electric

Grand Forks
3100 No. Washington St.
Grand Forks, ND 58203
p: 701.775.8897
f: 701.772.4951

Fargo
4120 14th Ave. No.
Fargo, ND 58102
p: 701.281.8992
f: 701.281.8993

Bismarck
3554 Global Drive
Bismarck ND 58501
p: 701.221.0783
f: 701.221.0784

Devils Lake
1100 2nd Ave. NE
Devils Lake, ND 58301
p: 701.662.5823
f: 701.662.8996

Roseau
708B 3rd Street NE
Roseau, MN 56751
p: 218.452.2190
f: 218.681.6288

Thief River Falls
1401 3rd Street West
Thief River Falls, MN 56701
p: 218.681.7422
f: 218.681.6288



Electrical Estimate Sheet

Anderson Electric LLC
1105 West Summerwood Trail
Dilworth, MN. 56529
Phone: 701-729-6902
Email: andersonelectric305@gmail.com

Date: 1-24-2024
Customer: Cass Co. Jail
Address: Fargo Jail Site
Project: LED Lighting

Anderson Electric hereby submits this proposal for the project listed below.
Anderson Electric will provide all labor, materials and inspection fees for the project listed below.

Project: Update Existing Lighting within the Cass Co. Jail Building

**Disconnect and remove all the existing "drop in" type fluorescent fixtures within the jail.
**Provide and install a new flat panel 4K LED type fixture in place of the old fixture.

**Total counts of fixtures to be replace:

109 - 2x2 fixtures
403 - 2x4 fixtures

****Estimated electrical bid for the removal, installation, and disposal/recycle of the old fixtures: \$81,500.00**

Terms and Conditions

CHANGES: Any changes made by the owner/general contractor will result in an increase or decrease in the overall price. ANDERSON ELECTRIC LLC will not be held to the original price if there are any changes made by the owner/general contractor.

EFFECTIVE DATE: This agreement becomes effective when signed by ANDERSON ELECTRIC LLC and accepted by the customer. Acceptance by the customer is complete only upon delivery of this signed agreement.

WITHDRAWAL OF AGREEMENT: This agreement is automatically withdrawn by ANDERSON ELECTRIC LLC if it is not accepted by the customer within seven (7) days from the above date.

COMMENCEMENT OF WORK: ANDERSON ELECTRIC LLC will be available to commence work under the terms of this agreement within thirty (30) days after acceptance of this agreement by the customer.

PAYMENT: The above referenced sum shall be payable as follows: **PROGRESSIVE BILLING AND BALANCE UPON COMPLETION.**

PROJECT TERMINATION DISCLAIMER: If payment is not received with-in thirty (30) days of the invoice date ANDERSON ELECTRIC LLC will stop progress on the project and will not recommence work until full payment is received plus interest fees for the entire project.

CUSTOMER ACKNOWLEDGES THAT HE/SHE HAS READ AND UNDERSTANDS THIS AGREEMENT AND THE TERMS AND CONDITIONS SET FORTH HEREIN

Acceptance:

Dated:

This agreement, terms and conditions set forth herein are hereby accepted

ANDERSON ELECTRIC LLC
By: *Bob Anderson* Title: *Member/Manager*

CUSTOMER
Signature: _____



ELECTRICAL WIRING AGREEMENT

Date 31-Jan-24 Pg 1 of 1

3345 43rd Street South
Moorhead, Minnesota
56560-3897
Phone (218) 236-0502
Fax (218) 233-3483
www.redriverelectric.com

Customer Cass County Jail

Address Fargo, ND

Project Cass Co. Jail Lighting Retrofit

Location of Job As Above

"Exceeding Your Expectations"

SPECIFICATIONS OF JOB FOR ABOVE-REFERENCED PROJECT

Attn: Gene Gartner

We agree to furnish material and labor to complete electrical as listed below:

Lighting retrofit on a 1 for1 basis.

(109) 2x2 recessed flat panel LED troffer fixtures. (4000K, 3500lm).

(403) 2x4 recessed flat panel LED troffer fixtures. (4000K, 4800lm)

Provide recycling/disposal for all removed fixtures, lamps, & ballasts as required.

Base Bid: \$74,960.00

- Inspection and required fees included.

- The correctness and completeness of the contract documents is the sole responsibility of those who have prepared them. This proposal covers only the work that is adequately shown, described and/or detailed in the above referenced documents.

This agreement allows Red River Electric, Inc to adjust pricing in this Electrical Wiring Agreement after five (5) business days due to the current inflation of commodities such as, but not limited to, steel and copper

When accepting this agreement please sign and date the white copy and return it along with the completed payment option form that is attached.

TERMS AND CONDITIONS

PAYMENT. The above-referenced sum shall be payable as follows:

As job progresses

EFFECTIVE DATE. This agreement becomes effective when signed by RED RIVER ELECTRIC, INC., and accepted by Customer. Acceptance by Customer is complete only upon delivery of a signed agreement to Red River Electric, Inc.

WITHDRAWAL OF AGREEMENT. This agreement is automatically withdrawn by RED RIVER ELECTRIC, INC., if it is not accepted by customer within seven (7) days from the above date.

COMMENCEMENT OF WORK. RED RIVER ELECTRIC, INC. will be available to commence work under the terms of this agreement within thirty (30) days after acceptance of this agreement by Customer.

SEE ADDITIONAL PAGE OF AGREEMENT FOR ADDITIONAL TERMS AND CONDITIONS. CUSTOMER ACKNOWLEDGES THAT HE/SHE HAS READ AND UNDERSTANDS THIS AGREEMENT AND THE TERMS AND CONDITIONS SET FORTH HEREIN.

ACCEPTANCE

Dated: _____

This agreement and terms and conditions set forth herein are hereby accepted.

RED RIVER ELECTRIC, INC.

CUSTOMER

By: Lee Hiller

Title: Estimator

By: _____

Title: _____

MISSION STATEMENT

Red River Electric, Inc. exists to provide quality, competitive electrical contracting and service to business and to the general public. In providing these services Red River Electric, Inc. seeks to provide a quality livelihood for all its personnel and a fair rate of return on investment for the stockholders

ADDITIONAL TERMS AND CONDITIONS

1. **PRICE QUOTES.** The price quoted herein includes standard liability and workmen's compensation insurance, permit and inspection fees. Unless noted otherwise, the price quoted does not include cost of surety bonds.
2. **FORCE MAJEURE.** Red River Electric, Inc. shall not be responsible or liable in any matter for any loss, damage or delay due to causes beyond its control including, but not limited to work stoppages, fire, civil disobedience, riots, rebellions and acts of God.
3. **TIME.** Time is of the essence.
4. **LIMITED WARRANTY.**
 - a. All equipment and devices installed as part of this agreement shall be warranted in accordance with any applicable manufacturer's warranty.
 - b. Red River Electric, Inc. warrants to Customer, for a period of one year from the date of installation, except as otherwise noted or limited, that the new equipment and devices supplied by Red River Electric, Inc., will be free from defective workmanship and materials, and agrees that at Red River Electric, Inc.'s option it will itself either repair or replace the defective equipment or device or part thereof at no charge to Customer for parts or labor at the project site. This warranty does not apply to any equipment or device which has been damaged or defaced, which has been subject to misuse (including improper voltage or supplies that do not meet Red River Electric, Inc.'s specifications) or improper handling, which has been altered or modified in design or construction or which has been serviced or repaired by anyone other than Red River Electric, Inc.
 - c. To the extent permitted by applicable state law, the warranties set forth above are in lieu of, and exclusive of, all other warranties, expressed or implied. Specifically, ALL WARRANTIES OTHER THAN THOSE SET FORTH ABOVE ARE EXCLUDED, ALL EXPRESSED AND IMPLIED WARRANTIES, INCLUDING THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR USE AND FITNESS FOR A PARTICULAR PURPOSE, ARE SPECIFICALLY EXCLUDED. If, under applicable state law, the implied warranty set forth above may not validly be disclaimed or excluded, the duration of such implied warranties is limited to the same time period governing the express warranty set forth above.
5. **MATERIALS AND WORKMANSHIP.** The materials and workmanship furnished under this agreement shall comply with the rules and regulations set forth in the National Electrical Code and all state and local regulations governing such work.
6. **TRANSFER OF PROPERTY.** If Customer disposes of the property by sale or otherwise before the terms of this agreement have been fulfilled, any amounts due and unpaid under the terms of this agreement shall immediately become due and payable at the time of Customer's transfer or disposition of the property.
7. **ASSIGNMENT.** This agreement is not assignable. Any attempt to assign or transfer any rights, duties or obligations hereof is void.
8. **HEADINGS.** The headings and titles of this agreement are inserted only for convenience, and shall not affect the interpretation of or construction of any provisions.
9. **WAIVER.** Any failure by either party to require conformity to all provisions hereof shall not be deemed a waiver of future conformity to such provisions.
10. **ATTORNEY'S FEES.** Should either party employ an attorney to institute suite to enforce any of the provisions of this Agreement, to protect its interest in any matter arising under this Agreement, or to collect damages for the breach of this Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees, cost and disbursements incurred therein.
11. **GOVERNING LAW.** This Agreement shall be governed by and construed to the laws of the state of Minnesota and any actions brought pursuant to this Agreement shall be venued in Clay County, Minnesota.
12. **REGARDING MECHANICS LIEN:**
 - "(a) ANY PERSON OR COMPANY SUPPLYING LABOR OR MATERIALS FOR THIS IMPROVEMENT TO YOUR PROPERTY MAY FILE A LIEN AGAINST YOUR PROPERTY IF THAT PERSON OR COMPANY IS NOT PAID FOR THE CONTRIBUTIONS.
 - (b) UNDER MINNESOTA LAW, YOU HAVE THE RIGHT TO PAY PERSONS WHO SUPPLIED LABOR OR MATERIALS FOR THIS IMPROVEMENT DIRECTLY AND DEDUCT THIS AMOUNT FROM OUR CONTRACT PRICE, OR WITHHOLD THE AMOUNTS DUE THEM FROM US UNTIL 120 DAYS AFTER COMPLETION OF THE IMPROVEMENT UNLESS WE GIVE YOU A LIEN WAIVER SIGNED BY PERSONS WHO SUPPLIED ANY LABOR OR MATERIAL FOR THE IMPROVEMENT AND WHO GAVE YOU A TIMELY NOTICE."
13. The foregoing terms and conditions shall constitute the entire agreement between Customer and Red River Electric, Inc. with respect to its subject, irrespective of inconsistent or additional terms and conditions in other documents by Customer. All other prior agreements, proposals and understandings with respect to the subject matter of this agreement are merged herein, and there are no promises, terms, conditions or obligations with respect thereto other than those contained herein. This agreement may be amended only by written instrument executed by both parties.
14. All work remains the property of Red River Electric, Inc. despite location, and remains so until all fees are paid in full.
15. Any downpayment paid by Customer shall be treated as non-refundable liquidated damages in the event the Customer discontinues the work.



Administration

Telephone: 701-241-5770

Fax: 701-241-5776

wilsonro@casscountynd.gov

MEMO

TO: County Commission

FROM: Taylor Kaushagen

Date: February 13, 2024

Subject: Purchase carpet replacement in Jail training room and closet

The 2024 budget includes \$2,000 to repair carpet tile and \$180,000 for general maintenance of the Jail. Buildings and grounds received a quote from Fargo Linoleum Co. to furnish and install carpet tile in the Jail training room and closet in the amount of \$5,956.

SUGGESTED MOTION: Authorize purchase of carpet replacement at the Jail in the training room and closet from Fargo Linoleum Co. in the amount of \$5,956.

PROPOSAL
FARGO LINOLEUM CO.

317 Roberts Street - Fargo, ND - 58102
(701) 232-2493 - Fax (701) 293-5440

CLIENT: Cass County
ATTN: Gene

DATE: February 8, 2024
JOB: Jail Training room

We propose to furnish and install Align carpet tile training room and small closet.

\$5,956

This quotation does not include any fees associated with plumbing work that may be necessary to complete the job. Unless otherwise stated, this quotation does not include any fees associated with fabricating or staining wooden trim or cutting doors down to accommodate higher flooring.

If existing floor coverings must be removed, owner must furnish written documentation that there is no asbestos present in the existing floor covering materials or adhesives. This proposal can not be honored otherwise. Owner is responsible for removing any materials that contains asbestos.

The above quotation includes all material, tax and labor required to do the work in a good workman like manner.

Applicable state sales or use tax is included.

This proposal is subject to acceptance by the owner within 30 days from this proposal date. 50% down and net cash on completion, unless specifically stated on this proposal. On Contract jobs where applicable the following terms shall apply; 90% of the value of materials and labor furnished shall be payable on the 1st day of the month following the furnishings of such materials and labor. Balance of contract price shall be payable on the 1st day of the month following completion of job.

This document constitutes the entire agreement between the parties. Changes in specifications causing extra labor and materials shall be charged on a time and material basis.



FARGO LINOLEUM CO.
317 ROBERTS STREET
FARGO, ND 58102

By: _____

Date: _____
Cassjailtraining.rb

By: _____
Robert Bye



Vendor information

FARGO LINOLEUM COMPANY
317 ROBERTS STREET
FARGO, ND 58108

Purchase order

Date
Prepayment obligation

PO-000169-1

02/14/2024
No

701-232-2493

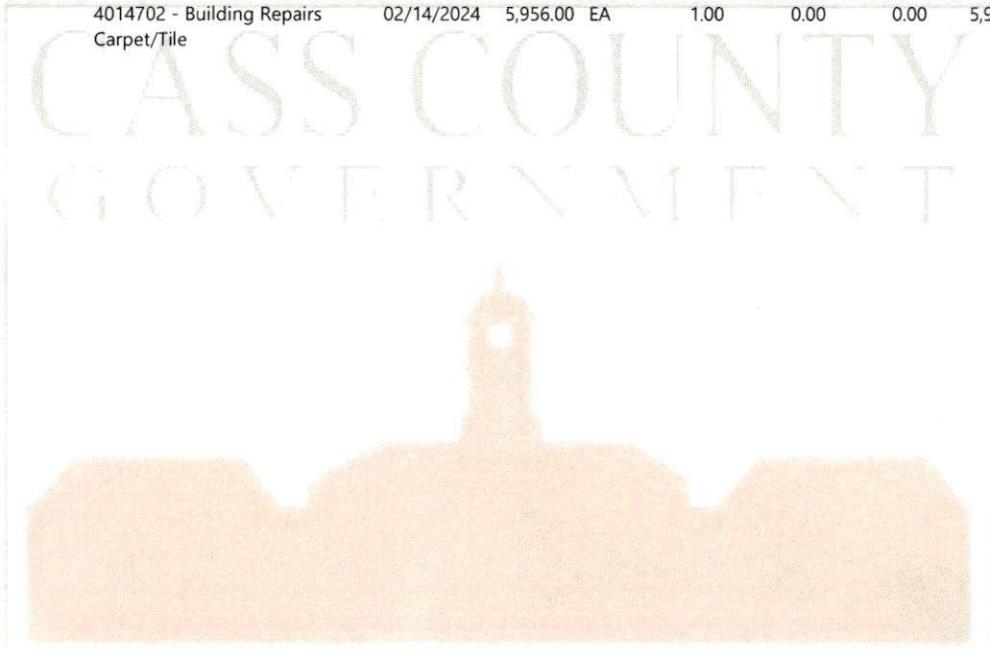
Delivery address

Cass County
211 9th St S
Fargo, ND 58103

Attention information

Delivery terms

Line number	Item number	Description	Delivery	Quantity	Unit	Unit price	Discount	Discount percent	Amount	Print code
1		4014702 - Building Repairs Carpet/Tile	02/14/2024	5,956.00	EA	1.00	0.00	0.00	5,956.00	



211 9th St S
Fargo, ND 58103

Telephone (701) 297-6000
Fax
Email address

Tax registration number
Tax exempt number

Signature _____