

AMENDED ITEMS—SEPTEMBER 21, 2015

CONSENT AGENDA:

**g. Contract approval**

SUGGESTED MOTION:

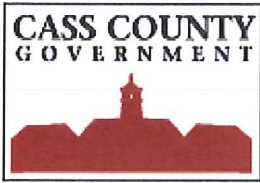
Move to authorize the chairman to sign the following contract subject to state's attorney approval:

- Vanguard Appraisals—software licensing module upgrades for property record cards, photos and other assessment data as well as a website application to publish assessment data to the public.

**h. Purchase order for courtroom remodeling costs - Court Facilities grant project**

SUGGESTED MOTION:

Move to authorize the chairman to sign a purchase order with Meinecke-Johnson in the amount of \$41,500 to remodel District Courtroom 305 with part of the costs paid with grant funds received from the Court Facilities Improvement Advisory Committee.



MEMO

RECEIVED

SEP 21 2015

CASS COUNTY COMMISSION

TO: Cass County Commission  
FROM: Terry Schmaltz, IT Director  
DATE: September 21, 2015  
SUBJECT: Assessor Licensing Agreements

Information  
Technology

Terry Schmaltz  
IT Director  
701-241-5723

-----  
Commissioners,

Enclosed are license agreements and service contracts from Vanguard Appraisals, Inc. for software upgrades for the Assessor's Office.

These are additional modules to previously licensed software contracts with Vanguard for the purpose of data collection for assessing county property. The additional modules include a pro version upgrade which will allow better handling of property record cards, photos and other assessment documentation. This will assist Cass County in documenting property records cards as required by legislative action.

This also includes a hosted website application for publishing assessment data out to the public, which will be free for the first year.

Initial license cost is \$1,850 with an annual service contract of \$1,300. This is a budgeted request for 2015.

**Suggested Motion:**

Authorize the Chairman to sign the license agreements with Vanguard Appraisals.

Box 2806  
211 Ninth Street South  
Fargo, North Dakota 58108

[schmaltzt@casscountynd.gov](mailto:schmaltzt@casscountynd.gov)  
[www.casscountynd.gov](http://www.casscountynd.gov)

cc: Frank Klein, Assessor

## LICENSE AGREEMENT

This Agreement is made and entered into this 18<sup>th</sup> day of September, 2015 by and between VANGUARD APPRAISALS, INC., an Iowa corporation, having offices at 1065 Sierra Ct. N.E., Suite D, Cedar Rapids, Iowa 52402 ("Vanguard") and Cass County, ND, Tax Director ("Client").

WHEREAS, Vanguard owns, and licenses others to use, certain computer application software modules and related materials known as Vanguard Computer Systems *CAMAvision@* software for personal property appraisals and real estate appraisals, and

WHEREAS, Client desires to purchase from Vanguard a non-exclusive license and right to use selected portions or modules of the Vanguard Computer Systems *CAMAvision@* software and related materials solely for Client's own purpose of appraising real estate and/or personal property, and Vanguard is willing to grant Client such a license subject to the terms and conditions of this Agreement.

Now therefore, the parties agree as follows:

1. **LICENSED MATERIALS.** "Licensed Materials" shall mean the selected portions or modules of the Vanguard Computer Systems *CAMAvision@* software identified on Schedule A attached hereto and incorporated herein by reference, and any related documentation or materials, and any updates and additions to such software, documentation or materials, to be furnished to Client under this Agreement from time to time.
2. **GRANT OF LICENSE.** Vanguard grants to Client and Client accepts, on and subject to limitations, terms and conditions set forth in this Agreement, a non-exclusive, non-transferable right and license to use Licensed Materials solely for Client's personal and internal purpose of appraising real estate and/or personal property. Each module of the Licensed Materials may only be installed and used on one server at a time, and the Licensed Materials may only be accessed at any one time by the number of users for which Client has paid a license fee as set forth in Schedule A. Additional licensed users for each of the Licensed Materials and additional modules of the Vanguard Computer Systems *CAMAvision@* software may be added to this License Agreement as Licensed Materials through supplements to Schedule A approved in writing by both Vanguard and Client, or pursuant to a new License Agreement executed by the parties.
3. **LICENSE FEES.**
  - (a) Vanguard shall supply the modules of the Licensed Materials and/or Internet Service listed on the attached Schedule A and Vanguard will invoice Client for, and Client agrees to pay, the license fees indicated on the attached Schedule A.
  - (b) All license fees are exclusive of shipping charges and any federal, state, provincial or local taxes, including any sales, use, VAT or other taxes imposed on this transaction, the license fees, or on Licensee's use or possession of the Licensed materials, all of which, if any, shall be paid by Client without deduction from the license fees.
  - (c) Fees paid or payable by Client for the purchase of the license for the Licensed Materials are not refundable by Vanguard, and no adjustment will be made to such fees if Client discontinues use of the Licensed Materials or if Vanguard terminates this Agreement under Section 8(b) below. Vanguard reserves the right to collect 75% of the total license fees should the client choose to cancel this Agreement prior to installation of the Licensed Materials.
4. **LIMITATIONS ON USE OF THE LICENSED MATERIALS.** Client shall not, directly or indirectly:
  - (a) allow the modules contained in the Licensed materials to be used at any point in time by more than the number of persons for whom a licensee fee has been paid, as specified on Schedule A, and all such use may only be by those persons using such modules for the benefit of Client in the course and scope of their employment as an employee of Client;
  - (b) copy, modify or create derivative works of the Licensed Materials;
  - (c) transmit, translate, reverse engineer, decompile, disassemble or otherwise attempt to derive the source code for the Licensed Materials;
  - (d) without the prior written consent of Vanguard, which consent may be withheld by Vanguard in its sole discretion, assign this Agreement, or rent, lease, license, sublicense the Licensed Materials to any other person, or transfer,

Vanguard Appraisals, Inc.

allow access to, distribute or otherwise make available License Materials to independent contractors or others who do not receive a Form W-2, Wage and Tax Statement, from Client, as used in the United States income tax system as an information return to report wages paid to employees and the taxes withheld from them, or to allow others to do so; or;

(e) incorporate the Licensed Software, in whole or in part, into a product which Vanguard determines is designed to compete with the Licensed Materials, which will include, but not be limited to, local databases or Web-based search engines; or

(f) make more than one copy of the Licensed Materials for backup.

## 5. CONFIDENTIALITY.

(a) Client covenants and agrees as follows:

(1) to receive and hold in confidence all Confidential Information revealed to Client by Vanguard pursuant to this Agreement;

(2) to not disclose any Confidential Information except to regular employees of Client who will receive a Form W-2, Wage and Tax Statement, from Client, in the current tax year (hereinafter referred to as "Client's Representatives") who have a reasonable need-to-know, who know of Client's obligations hereunder, and who are under like obligations with respect to Confidential Information received hereunder by virtue of their employment relationship with Client. Client assumes full responsibility for the compliance of Client's Representatives with the restrictions of this Agreement, all of which restrictions shall apply to and bind Client's Representatives. Any other disclosure of Vanguard's Confidential Information shall require Vanguard's prior written permission and execution of a similar agreement.

(3) not to use any Confidential Information for itself or for any third party or for any reason or purpose other than solely for its own purpose of appraising real estate;

(4) not to use any Confidential Information in any way detrimental to Vanguard (it being acknowledged that any use of Confidential Information by Client for purposes other than to solely for its own purpose of appraising real estate will be deemed detrimental to Vanguard and that no such use shall allow any disclosure that violates paragraph 5(a)(2) above; and

(5) at any time, upon the written request of Vanguard, (i) immediately return to Vanguard all copies of Licensed Materials and all additional documents and things within Client's possession, custody or control containing or reflecting any Confidential Information, (ii) irretrievably delete or erase all Confidential Information from any electronic storage medium (i.e., computers, computer disks, zip drives, etc.) within Client's possession, custody or control and provide Vanguard with a written statement confirming that all Confidential Information of Vanguard has been returned or deleted, and (iii) make no further use of the Confidential Information.

(b) As used in this Agreement, "Confidential Information" shall mean information relating to the Licensed Materials presented or disclosed to Client by Vanguard, whether such information is presented or disclosed in writing, electronic form, orally or obtained by visual inspection. Client agrees and acknowledges that such Confidential Information is not generally known to Vanguard's competitors, which gives Vanguard a competitive advantage over others who do not possess such Confidential Information. Notwithstanding the foregoing, Confidential Information shall not include information (regardless of how it may be marked) which (a) is already rightfully known to Client unless it is only known by Client due to Vanguard's disclosure of Confidential Information to Client prior to the execution of this Agreement, (b) was or becomes publicly known without disclosure by Client, (c) was or is acquired by Client from a third party, provided that the third party providing such information has not thereby breached any agreement with, or acted in derogation of, any confidential relationship with Vanguard, or (d) is disclosed pursuant to the lawful requirement of a government agency or is required by operation of law provided that Client gives Vanguard written notice of said disclosure request and a copy thereof so that Vanguard can take action, if any, to protect its Confidential Information. The burden shall be on Client to establish that information pertaining to Vanguard and/or the Licensed Materials is not Confidential Information.

## 6. LIMITED WARRANTY.

(a) Vanguard warrants that during the Warranty Period (as defined below) the software module(s) contained in the Licensed Materials will be free from material, reproducible programming malfunctions or defects and will operate in all material respects in conformity with the current specifications for such module(s) published by Vanguard. Vanguard does not warrant that the modules in the Licensed Materials will operate uninterrupted or error free.

(b) As the sole obligation of Vanguard and the sole remedy of Client under the foregoing warranty, Vanguard will seek to correct, through the means Vanguard determines to be most appropriate, any malfunction or defect in such Licensed Materials at no additional charge to Client within a reasonable time after they become known, provided (1) such malfunctions or defects are reported to Vanguard by Client within twelve (12) months from the effective date of this Agreement or thereafter during any period in which Client maintains a Service Contract with Vanguard under which Client is current and not in default (the "Warranty Period"), and (2) Vanguard is able to reproduce and confirm the reported malfunction or defect.

(c) The foregoing limited warranty shall be null and void, and Vanguard shall have no warranty obligation with respect to any software module contained in the Licensed Materials if such module is modified or altered by any party other than Vanguard, its employees or agents, or such module is used for purposes for which it was not intended or for purposes not authorized by this Agreement, or the module was damaged due to causes external to such software (e.g., a power surge or electromagnetic field, etc.). Vanguard shall have no responsibility for any hardware failures.

(d) THE LICENSED MATERIALS ARE OTHERWISE PROVIDED AS IS WITHOUT WARRANTY OF ANY KIND. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, VANGUARD FURTHER DISCLAIMS ALL WARRANTIES, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, FREEDOM FROM INTERFERENCE WITH ENJOYMENT OR FROM NON-INFRINGEMENT OF THIRD PARTY INTELLECTUAL PROPERTY RIGHTS, AND ANY WARRANTIES THAT MAY ARISE OR BE DEEMED TO ARISE FROM ANY COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE. THE ENTIRE RISK ARISING OUT OF THE USE OR PERFORMANCE OF THE LICENSED MATERIALS REMAINS WITH CLIENT.

(e) TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL VANGUARD OR ITS SUPPLIERS BE LIABLE TO CLIENT OR ANY OTHER PERSON OR ENTITY FOR ANY CONSEQUENTIAL, INCIDENTAL, DIRECT, INDIRECT, SPECIAL, PUNITIVE, OR OTHER DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, THE COSTS OF SUBSTITUTE SOFTWARE OR SERVICES, LOSSES RESULTING FROM ERASURE, DAMAGE, DESTRUCTION OR OTHER LOSS OF FILES, DATA OR PROGRAMS OR THE COST OF RECOVERING SUCH INFORMATION, OR OTHER PECUNIARY LOSS) ARISING OUT OF THIS AGREEMENT OR THE USE OF OR INABILITY TO USE THE LICENSED MATERIALS, EVEN IF VANGUARD HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. BECAUSE SOME STATES/JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO CLIENT. In no event shall Vanguard's liability for the performance or nonperformance of this Agreement, or otherwise, exceed the amount actually paid to Vanguard under this Agreement.

7. **TITLE.** Title, ownership, rights and intellectual property rights in and to the Licensed Materials shall remain in Vanguard and/or its suppliers. The Licensed Materials are protected by the copyright laws of the United States and international copyright treaties. Title, ownership rights and intellectual property rights in and to the content accessed through the Licensed Materials is the property of the applicable content owner and may be protected by applicable copyright or other law. This license gives you no rights to such content.

8. **TERM.**

(a) The rights granted by Vanguard shall take effect on the date first written above and shall remain in force as long as Client is in compliance with the limitations, terms and conditions of this Agreement, provided Vanguard reserves the right to change this Agreement when deemed necessary in Vanguard's discretion due to changes in technical specifications.

(b) Vanguard further reserves the right to terminate this Agreement and any Service Contract by written notice to Client if Client fails to comply with any of the limitations, terms or conditions set forth in this Agreement and such failure continues for a period of ten (10) days after Client receives written notice of such failure from Vanguard.

(c) Upon termination of this Agreement in accordance with Section 8(b), Client shall cease to use, and promptly relinquish and return to Vanguard the Licensed Materials, and Vanguard shall have the right to uninstall Licensed Materials from the Client's system. Sections, 4, 5, 6, 7 and 10 shall survive any termination of this Agreement.

9. **REPRESENTATIONS AND WARRANTIES OF CLIENT.** Client represents and warrants to Vanguard as follows:

(a) Client has taken all necessary action to make this Agreement legally binding on Client, that the individual signing this Agreement on behalf of Client has been fully authorized and empowered to execute this Agreement on behalf of Client, and this Agreement constitutes a legal, valid and binding obligation of Client in accordance with its terms, (b) no consent,

Vanguard Appraisals, Inc.

approval or authorization by any other party or governmental authority is required in connection with the execution, delivery, validity or enforceability of this Agreement; and (c) Client has funding sufficient for Client to fulfill its obligations under this Agreement.

10. **MISCELLANEOUS.** (a) This Agreement constitutes the entire agreement between the parties concerning the subject matter hereof; (b) this Agreement may be amended only by a writing signed by both parties; (c) this Agreement shall be governed by the laws of the State of Iowa, without regard to conflicts of law provisions, (d) any litigation arising out of this Agreement shall only be commenced in, and Client consents to the exclusive jurisdiction of the state and federal courts sitting in Linn County, Iowa; (e) if any provision in this Agreement should be held illegal or unenforceable by a court having jurisdiction, such provision shall be modified to the extent necessary to render it enforceable without losing its intent or severed from this Agreement if no such modification is possible, and other provisions of this Agreement shall remain in full force and effect; (f) a waiver by either party of any term or condition of this Agreement or any breach thereof, in any one instance, shall not waive such term or condition or any subsequent breach thereof; (g) the provisions of this Agreement that require or contemplate performance after the expiration or termination of this Agreement shall be enforceable notwithstanding said expiration or termination; (h) neither party shall be in default or be liable for any delay, failure in performance (excepting the obligation to pay), or interruption of service resulting directly or indirectly from any cause beyond its reasonable control; (i) Vanguard shall be entitled (without the necessity of posting any bond or establishing the inadequacy of damages as a remedy) to specific performance and injunctive relief to correct or enjoin any breach or threatened breach of Sections 4 and 5, in addition to all other remedies which might be available at law or in equity; and (j) If any dispute arises under this Agreement, the prevailing party shall be reimbursed by the other party for any and all legal fees and costs associated therewith.

**IN WITNESS WHEREOF**, the Parties hereto have caused this LICENSE AGREEMENT to be executed by their duly authorized representatives in duplicate as of the date and year first above written.

VANGUARD APPRAISALS, INC.

By:   
Brad Miller, Senior Vice President/CIO

ND0010  
Cass County

By: \_\_\_\_\_  
Official Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Cass County *(Additional signature if required by jurisdiction.)*

By: \_\_\_\_\_  
Official Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Vanguard Appraisals, Inc.

**SCHEDULE "A"**  
Cass County ND0010

<b>LICENSED MATERIALS:</b>	<b>FEE:</b>
Pro Version Upgrade License No. - PRO0139	\$ 1,850.00
Assessor Web Site License No. - WEB2088	FREE
<b>Total</b>	<b>\$1,850.00</b>



## DATA DICTIONARY LICENSE AGREEMENT

This Agreement is made and entered into by and between VANGUARD APPRAISALS, INC., an Iowa corporation, having offices at 1065 Sierra Ct. N.E. Suite D, Cedar Rapids, Iowa 52402 ("Vanguard") and Cass County, ND, Tax Director ("Client").

WHEREAS, Vanguard owns, and licenses others to use, certain computer application software modules and related materials known as Vanguard Computer Systems *CAMAVision@* software for personal property appraisals and real estate appraisals, and

WHEREAS, Client desires to purchase from Vanguard a non-exclusive license and right to use selected portions or modules of the Vanguard Computer Systems *CAMAVision@* software and related materials solely for Client's own purpose of appraising real estate, and Vanguard is willing to grant Client such a license subject to the terms and conditions of this Agreement.

Now therefore, the parties agree as follows:

1. **LICENSED MATERIALS.** "Licensed Materials" shall mean the selected portions or modules of the Vanguard Computer Systems *CAMAVision@* software identified on Schedule A attached hereto and incorporated herein by reference, and any related documentation or materials, and any updates and additions to such software, documentation or materials, to be furnished to Client under this Agreement from time to time.
2. **GRANT OF LICENSE.** Vanguard grants to Client and Client accepts, on and subject to limitations, terms and conditions set forth in this Agreement, a non-exclusive, non-transferable right and license to use Licensed Materials solely for Client's personal and internal purpose of appraising real estate. Each module of the Licensed Materials may only be installed and used on one server at a time, and the Licensed Materials may only be accessed at any one time by the number of users for which Client has paid a license fee as set forth in Schedule A. Additional licensed users for each of the Licensed Materials and additional modules of the Vanguard Computer Systems *CAMAVision@* software may be added to this License Agreement as Licensed Materials through supplements to Schedule A approved in writing by both Vanguard and Client, or pursuant to a new License Agreement executed by the parties.
3. **LIMITATIONS ON USE OF THE LICENSED MATERIALS.** Client shall not, directly or indirectly:
  - (a) allow the modules contained in the Licensed materials to be used at any point in time by more than the number of persons for whom a licensee fee has been paid, as specified on Schedule A, and all such use may only be by those persons using such modules for the benefit of Client in the course and scope of their employment as an employee of Client;
  - (b) copy, modify or create derivative works of the Licensed Materials;
  - (c) transmit, translate, reverse engineer, decompile, disassemble or otherwise attempt to derive the source code for the Licensed Materials;
  - (d) without the prior written consent of Vanguard, which consent may be withheld by Vanguard in its sole discretion, assign this Agreement, or rent, lease, license, sublicense the Licensed Materials to any other person, or transfer, allow access to, distribute or otherwise make available License Materials to independent contractors or others who do not receive a Form W-2, Wage and Tax Statement, from Client, as used in the United States income tax system as an information return to report wages paid to employees and the taxes withheld from them, or to allow others to do so; or;
  - (e) incorporate the Licensed Software, in whole or in part, into a product which Vanguard determines is designed to compete with the Licensed Materials, which will include, but not be limited to, local databases or Web-based search engines; or
  - (f) make more than one copy of the Licensed Materials for backup.
4. **CONFIDENTIALITY.**
  - (a) Client covenants and agrees as follows:



Vanguard Appraisals, Inc.

(1) to receive and hold in confidence all Confidential Information revealed to Client by Vanguard pursuant to this Agreement;

(2) to not disclose any Confidential Information except to regular employees of Client who will receive a Form W-2, Wage and Tax Statement, from Client, in the current tax year (hereinafter referred to as "Client's Representatives") who have a reasonable need-to-know, who know of Client's obligations hereunder, and who are under like obligations with respect to Confidential Information received hereunder by virtue of their employment relationship with Client. Client assumes full responsibility for the compliance of Client's Representatives with the restrictions of this Agreement, all of which restrictions shall apply to and bind Client's Representatives. Any other disclosure of Vanguard's Confidential Information shall require Vanguard's prior written permission and execution of a similar agreement.

(3) not to use any Confidential Information for itself or for any third party or for any reason or purpose other than solely for its own purpose of appraising real estate;

(4) not to use any Confidential Information in any way detrimental to Vanguard (it being acknowledged that any use of Confidential Information by Client for purposes other than to solely for its own purpose of appraising real estate will be deemed detrimental to Vanguard and that no such use shall allow any disclosure that violates paragraph 4(a)(2) above; and

(5) at any time, upon the written request of Vanguard, (i) immediately return to Vanguard all copies of Licensed Materials and all additional documents and things within Client's possession, custody or control containing or reflecting any Confidential Information, (ii) irretrievably delete or erase all Confidential Information from any electronic storage medium (i.e., computers, computer disks, zip drives, etc.) within Client's possession, custody or control and provide Vanguard with a written statement confirming that all Confidential Information of Vanguard has been returned or deleted, and (iii) make no further use of the Confidential Information.

(b) As used in this Agreement, "Confidential Information" shall mean information relating to the Licensed Materials presented or disclosed to Client by Vanguard, whether such information is presented or disclosed in writing, electronic form, orally or obtained by visual inspection. Client agrees and acknowledges that such Confidential Information is not generally known to Vanguard's competitors, which gives Vanguard a competitive advantage over others who do not possess such Confidential Information. Notwithstanding the foregoing, Confidential Information shall not include information (regardless of how it may be marked) which (a) is already rightfully known to Client unless it is only known by Client due to Vanguard's disclosure of Confidential Information to Client prior to the execution of this Agreement, (b) was or becomes publicly known without disclosure by Client, (c) was or is acquired by Client from a third party, provided that the third party providing such information has not thereby breached any agreement with, or acted in derogation of, any confidential relationship with Vanguard, or (d) is disclosed pursuant to the lawful requirement of a government agency or is required by operation of law provided that Client gives Vanguard written notice of said disclosure request and a copy thereof so that Vanguard can take action, if any, to protect its Confidential Information. The burden shall be on Client to establish that information pertaining to Vanguard and/or the Licensed Materials is not Confidential Information.

## 5. LIMITED WARRANTY.

(a) Vanguard warrants that during the Warranty Period (as defined below) the software module(s) contained in the Licensed Materials will be free from material, reproducible programming malfunctions or defects and will operate in all material respects in conformity with the current specifications for such module(s) published by Vanguard. Vanguard does not warrant that the modules in the Licensed Materials will operate uninterrupted or error free.

(b) As the sole obligation of Vanguard and the sole remedy of Client under the foregoing warranty, Vanguard will seek to correct, through the means Vanguard determines to be most appropriate, any malfunction or defect in such Licensed Materials at no additional charge to Client within a reasonable time after they become known, provided (1) such malfunctions or defects are reported to Vanguard by Client within twelve (12) months from the effective date of this Agreement or thereafter during any period in which Client maintains a Service Contract with Vanguard under which Client is current and not in default (the "Warranty Period"), and (2) Vanguard is able to reproduce and confirm the reported malfunction or defect.

(c) The foregoing limited warranty shall be null and void, and Vanguard shall have no warranty obligation with respect to any software module contained in the Licensed Materials if such module is modified or altered by any party other than Vanguard, its employees or agents, or such module is used for purposes for which it was not intended or for purposes not authorized by this Agreement, or the module was damaged due to causes external to such software (e.g., a power surge or electromagnetic field, etc.). Vanguard shall have no responsibility for any hardware failures.

(d) THE LICENSED MATERIALS ARE OTHERWISE PROVIDED AS IS WITHOUT WARRANTY OF ANY KIND. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, VANGUARD FURTHER DISCLAIMS ALL WARRANTIES, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, FREEDOM FROM INTERFERENCE WITH ENJOYMENT OR FROM NON-INFRINGEMENT OF THIRD PARTY INTELLECTUAL PROPERTY RIGHTS, AND ANY WARRANTIES THAT MAY ARISE OR BE DEEMED TO ARISE FROM ANY COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE. THE ENTIRE RISK ARISING OUT OF THE USE OR PERFORMANCE OF THE LICENSED MATERIALS REMAINS WITH CLIENT.

(e) TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL VANGUARD OR ITS SUPPLIERS BE LIABLE TO CLIENT OR ANY OTHER PERSON OR ENTITY FOR ANY CONSEQUENTIAL, INCIDENTAL, DIRECT, INDIRECT, SPECIAL, PUNITIVE, OR OTHER DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, THE COSTS OF SUBSTITUTE SOFTWARE OR SERVICES, LOSSES RESULTING FROM ERASURE, DAMAGE, DESTRUCTION OR OTHER LOSS OF FILES, DATA OR PROGRAMS OR THE COST OF RECOVERING SUCH INFORMATION, OR OTHER PECUNIARY LOSS) ARISING OUT OF THIS AGREEMENT OR THE USE OF OR INABILITY TO USE THE LICENSED MATERIALS, EVEN IF VANGUARD HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. BECAUSE SOME STATES/JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO CLIENT. In no event shall Vanguard's liability for the performance or nonperformance of this Agreement, or otherwise, exceed the amount actually paid to Vanguard under this Agreement.

6. **TITLE.** Title, ownership, rights and intellectual property rights in and to the Licensed Materials shall remain in Vanguard and/or its suppliers. The Licensed Materials are protected by the copyright laws of the United States and international copyright treaties. Title, ownership rights and intellectual property rights in and to the content accessed through the Licensed Materials is the property of the applicable content owner and may be protected by applicable copyright or other law. This license gives you no rights to such content.

7. **TERM.**

(a) The rights granted by Vanguard shall take effect on the date first written above and shall remain in force as long as Client is in compliance with the limitations, terms and conditions of this Agreement, provided Vanguard reserves the right to change this Agreement when deemed necessary in Vanguard's discretion due to changes in technical specifications.

(b) Vanguard further reserves the right to terminate this Agreement and any Service Contract by written notice to Client if Client fails to comply with any of the limitations, terms or conditions set forth in this Agreement and such failure continues for a period of ten (10) days after Client receives written notice of such failure from Vanguard.

(c) Upon termination of this Agreement in accordance with Section 7(b), Client shall cease to use, and promptly relinquish and return to Vanguard the Licensed Materials, and Vanguard shall have the right to uninstall Licensed Materials from the Client's system. Sections, 3, 4, 5, 6 and 9 shall survive any termination of this Agreement.

8. **REPRESENTATIONS AND WARRANTIES OF CLIENT.** Client represents and warrants to Vanguard as follows:

(a) Client has taken all necessary action to make this Agreement legally binding on Client, that the individual signing this Agreement on behalf of Client has been fully authorized and empowered to execute this Agreement on behalf of Client, and this Agreement constitutes a legal, valid and binding obligation of Client in accordance with its terms, (b) no consent, approval or authorization by any other party or governmental authority is required in connection with the execution, delivery, validity or enforceability of this Agreement; and (c) Client has funding sufficient for Client to fulfill its obligations under this Agreement.

9. **MISCELLANEOUS.** (a) This Agreement constitutes the entire agreement between the parties concerning the subject matter hereof; (b) this Agreement may be amended only by a writing signed by both parties; (c) this Agreement shall be governed by the laws of the State of Iowa, without regard to conflicts of law provisions, (d) any litigation arising out of this Agreement shall only be commenced in, and Client consents to the exclusive jurisdiction of the state and federal courts sitting in Linn County, Iowa; (e) if any provision in this Agreement should be held illegal or unenforceable by a court having jurisdiction, such provision shall be modified to the extent necessary to render it enforceable without losing its intent or severed from this Agreement if no such modification is possible, and other provisions of this Agreement shall remain in full force and effect; (f) a waiver by either party of any term or condition of this Agreement or any breach thereof, in any one instance, shall not waive such term or condition or any subsequent breach thereof; (g) the provisions of this Agreement that require or contemplate performance after the expiration or termination of this Agreement shall be enforceable

Vanguard Appraisals, Inc.

notwithstanding said expiration or termination; (h) neither party shall be in default or be liable for any delay, failure in performance (excepting the obligation to pay), or interruption of service resulting directly or indirectly from any cause beyond its reasonable control; (i) Vanguard shall be entitled (without the necessity of posting any bond or establishing the inadequacy of damages as a remedy) to specific performance and injunctive relief to correct or enjoin any breach or threatened breach of Sections 3 and 4, in addition to all other remedies which might be available at law or in equity; and (j) If any dispute arises under this Agreement, the prevailing party shall be reimbursed by the other party for any and all legal fees and costs associated therewith.

**IN WITNESS WHEREOF**, the Parties hereto have caused this LICENSE AGREEMENT to be executed by their duly authorized representatives in duplicate as of the date and year first above written.

VANGUARD APPRAISALS, INC.

By:   
Brad Miller, Senior Vice President/CIO

ND0010  
Cass County

By: \_\_\_\_\_

Official Title: \_\_\_\_\_

Date: \_\_\_\_\_

Cass County *(Additional signature if required by jurisdiction.)*

By: \_\_\_\_\_

Official Title: \_\_\_\_\_

Date: \_\_\_\_\_

Vanguard Appraisals, Inc.

**SCHEDULE "A"**  
Cass County ND0010

**LICENSED MATERIALS:**

Data Dictionary

## SERVICE CONTRACT

### Pro Version Upgrade

This Service Contract is made and entered into by and between Vanguard Appraisals, Inc., an Iowa corporation ("Vanguard") and the Cass County, ND, Tax Director ("Client").

WHEREAS, Vanguard owns certain computer application software modules and related materials known as Vanguard Computer Systems software and the Client is presently using or desires to use said system under license from Vanguard and in connection with such use Vanguard agrees to provide the Client with the following services as applicable:

1. **TERM.** This contract is for a two year period upon software installation or commencing on 01/18/2016 whichever comes first. Vanguard reserves the right to collect 75% of the total service fees should the client choose to terminate the service contract prior to installation of the Licensed Materials. This contract shall automatically renew on the contract date at Vanguard's then current service contract rate unless the Client notifies Vanguard of their desire to cancel within thirty (30) days prior to renewal, otherwise the cancellation date shall be on the date of notification to Vanguard. Vanguard must be notified in writing of any cancellation of service.
2. **INSTALLATION AND TRAINING.** Vanguard shall install and test the software on the Client's equipment. Up to 6 hours of hands-on, on-site training, working with the Client's personnel will be provided by Vanguard under this Contract. All time for installation, training and Vanguard's staff travel time will count against and be deducted from the service contract time balance. See item 6 for additional installations.
3. **ENHANCEMENTS, UPDATES AND VERSION CONTROL.** As Vanguard continues to improve on the basic program, and work on suggestions for features and improvements from users, Client will automatically receive during the term of this service contract, provided Client is current and not in default of any payments due Vanguard, all updating information; i.e. cost table revisions, current function enhancements, etc. as and when released by Vanguard, for the modules of the Vanguard Computer Systems software for which Client has a license and maintains this Service Contract. However, this service contract does not include future programs such as, but not limited to, the professional version, income module, data conversion due to software rewrite because of operating system changes, data conversion from other vendor's software, etc. Upon receipt of the newest version of the modules, the Client will only be entitled to receive telephone consultation on prior versions of the modules for no more than one hundred eighty (180) days without additional charge, unless there was prior written consent between the Client and Vanguard. Telephone consultation after one hundred eighty (180) days with respect to prior versions of the modules will be available at our then current normal service fee rate (call for current rate).
4. **CONSULTATION.** All service contract holders have unlimited telephone consultation privileges during normal business hours which relate to operation of Vanguard Computer Systems software (VCS). All non-VCS telephone consultation (such as hardware operations or malfunction, third party software operation or integration, etc.) will be charged at the then current normal telephone service fee rate (call for current rate). Service PLUS contracts for additional time may be purchased at a reduced service fee rate (call for rate).
5. **ADDITIONAL SERVICES.** Additional training and on-site consultation, such as manual level studies, look-up table maintenance, jurisdictional adjustments to data, etc. shall be available at Vanguard's then current normal service fee rate. All staff travel time will be charged at the per diem rate. A minimum charge of one day per instance will be billed. Service PLUS contracts for additional time may be purchased at a reduced service fee rate (call for rate).
6. **ADDITIONAL INSTALLATIONS.** If additional copies of the program were installed on additional computers in the client's office, the terms of this Contract shall apply to additional installations in the same manner as the original installation.
7. **LIMITED WARRANTY.** Vanguard shall perform its services hereunder in a workmanlike manner. Vanguard does not warrant that the services will be error free. EXCEPT AS EXPRESSLY SET FORTH IN THIS SERVICE CONTRACT, VANGUARD EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES CONCERNING THE SERVICES TO BE RENDERED HEREUNDER, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES THAT MAY ARISE OR BE DEEMED TO ARISE FROM ANY COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE. In no event shall Vanguard be liable to Client or any other person for any indirect, consequential, special, exemplary, or incidental damages of whatever kind and however caused, even if Vanguard knew or should have known of the possibility of such damages. In no event shall Vanguard's cumulative liability for any claim arising in connection with this Service Contract exceed the total fees and charges paid to Vanguard under this Service Contract during the last 12 months. No action, whether based in contract, strict liability, or tort, including any action based on negligence, arising out of the performance of services under this Contract, may be brought by Client more than 1 year after such cause of action accrued.
8. **SERVICE CONTRACT FEES.** The total service contract fee for the term is as follows:

License - PRO0139  
Pro Version Upgrade .....\$ 1,300.00

All payments to Vanguard under this Service Contract shall be payable in U.S. dollars and shall be net of any and all taxes, withholdings, setoffs, or deductions of any nature.

9. **MISCELLANEOUS.** This Contract (a) constitutes the entire agreement between the parties concerning the subject matter hereof; (b) may be amended only by a writing signed by both parties; (c) shall be governed by the laws of the State of Iowa, without regard to conflicts of law provisions. Any litigation arising out of this Contract shall only be commenced in, and Client consents to the exclusive jurisdiction of the state and federal courts sitting in Linn County, Iowa. If any provision in this Contract should be held illegal or unenforceable by a court having jurisdiction, such provision shall be modified to the extent necessary to render it enforceable without losing its intent or severed from this Contract if no such modification is possible, and other provisions of this Contract shall remain in full force and effect; A waiver by either party of any term or condition of this Contract or any breach thereof, in any one instance, shall not waive such term or condition or any subsequent breach thereof. Neither party shall be in default or be liable for any delay, failure in performance (excepting the obligation to pay), or interruption of service resulting directly or indirectly from any cause beyond its reasonable control.

Vanguard Appraisals, Inc.

**SERVICE CONTRACT  
Signature Page**

VANGUARD APPRAISALS, INC.

By: Brad M. Miller  
Brad M. Miller, Senior Vice President/CIO  
Dated: September 18, 2015

**ND0010  
Cass County**

By: \_\_\_\_\_  
Official Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**Cass County** *(Additional signature if required by jurisdiction.)*

By: \_\_\_\_\_  
Official Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**PRO0139** Pro Version Upgrade This contract is for a two year period upon software installation or commencing on 01/18/2016 whichever comes first

## SERVICE CONTRACT

### VANGUARD COMPUTER SYSTEMS – Assessor Web Site

This Service Contract is made and entered into by and between Vanguard Appraisals, Inc. an Iowa corporation ("Vanguard") and the Cass County, ND, Tax Director ("Client").

WHEREAS, Vanguard owns certain computer application software modules and related materials known as Vanguard Computer Systems software and the Client is presently using or desires to use said system under license from Vanguard and in connection with such use Vanguard agrees to provide the Client with the following services as applicable:

1. **TERM.** This contract is for a two year period commencing \_\_\_\_\_. Vanguard reserves the right to collect the total amount of the service fees should the client choose to terminate the service contract prior to installation of the Licensed Materials. This contract shall automatically renew on the contract date at Vanguard's then current service contract rate unless the Client notifies Vanguard of their desire to cancel within thirty (30) days prior to renewal, otherwise the cancellation date shall be on the date of notification to Vanguard. Vanguard must be notified in writing of any cancellation of service.
2. **Installation and Training.** The setup time has been waived for installation, training on-site, domain registration and Vanguard's staff travel time. Vanguard shall install and test the licensed software on Vanguard's web server equipment. In addition, Client's sub domain name will be registered and maintained by Vanguard; i.e. casscounty.northdakotaassessors.com All time for installation, training, domain registration and Vanguard's staff travel time will count against and be deducted from the service contract time balance. See item 5 for additional services.
3. **Enhancements, Update and Revisions.** As Vanguard continues to improve on the client web page package(s) and work on suggestions for features from Clients, Client will automatically receive during the term of this service contract, provided client is current and not in default of any payments due Vanguard, all updating information; i.e. new search features, current function enhancements, etc., as and when released by Vanguard for the modules of the Vanguard Computer System software for which Client has a license and maintains this Service Contract. However, this service contract does not include future programs such as, but not limited to, the data conversion due to software rewrite because of operating system changes, data conversion from other vendor's software, jurisdiction specific modifications, etc.
4. **Consultation.** All service contract holders have unlimited telephone consultation privileges during normal business hours which relate to operation of Vanguard Computer Systems software (VCS). All non-VCS telephone consultation (such as hardware operations or malfunction, third party software operation or integration, etc.) will be charged at the then current normal telephone service fee rate (call for current rate). Service PLUS contracts for additional time may be purchased at a reduced service fee rate (call for rate). See item 5 for additional services.
5. **Additional Services.** Additional services like training, re-installations, on-site consultation, customizing client web pages, changing from one license web package to another, installation on Client's jurisdiction web server, web browser configuration, hardware trouble-shooting, non-VCS software training, Vanguard staff travel time, etc. shall be available at Vanguard's then current normal service fee rate. A minimum charge of one day per instance will be billed for on-site visits. Service PLUS contracts for additional time may be purchased at a reduced service fee rate (call for rate).



Vanguard Appraisals, Inc.

6. **Web Server Storage and Update.** The Client will lease storage capacity from Vanguard. Client parcel data will be updated on the web server periodically. The maximum period will be six times per year but the client may choose to update less frequently, however, the Schedule A charges will not be reduced. The storage capacity will be monitored periodically as parcel data is updated from the Client to the Vanguard web server and reported to the Client. Payment Schedule A shows the calculations that are used to determine the storage capacity. Minimum increments of 600-Mb (megabytes) will be allocated. Vanguard may adjust the payment schedule for changes in storage capacity and storage fees on the next renewal date of the service contract.
7. **Administrator Contact.** Vanguard reserves the right to display a small icon and link to Vanguard Appraisals, Inc. web site for the purposes of contacting the web site administrator.
8. **LIMITED WARRANTY.** Vanguard shall perform its services hereunder in a workmanlike manner. Vanguard does not warrant that the services will be error free. EXCEPT AS EXPRESSLY SET FORTH IN THIS SERVICE CONTRACT, VANGUARD EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES CONCERNING THE SERVICES TO BE RENDERED HEREUNDER, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES THAT MAY ARISE OR BE DEEMED TO ARISE FROM ANY COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE. In no event shall Vanguard be liable to Client or any other person for any indirect, consequential, special, exemplary, or incidental damages of whatever kind and however caused, even if Vanguard knew or should have known of the possibility of such damages. In no event shall Vanguard's cumulative liability for any claim arising in connection with this Service Contract exceed the total fees and charges paid to Vanguard under this Service Contract during the last 12 months. No action, whether based in contract, strict liability, or tort, including any action based on negligence, arising out of the performance of services under this Contract, may be brought by Client more than 1 year after such cause of action accrued.
9. **MISCELLANEOUS.** This Contract (a) constitutes the entire agreement between the parties concerning the subject matter hereof; (b) may be amended only by a writing signed by both parties; (c) shall be governed by the laws of the State of Iowa, without regard to conflicts of law provisions. Any litigation arising out of this Contract shall only be commenced in, and Client consents to the exclusive jurisdiction of the state and federal courts sitting in Linn County, Iowa. If any provision in this Contract should be held illegal or unenforceable by a court having jurisdiction, such provision shall be modified to the extent necessary to render it enforceable without losing its intent or severed from this Contract if no such modification is possible, and other provisions of this Contract shall remain in full force and effect; A waiver by either party of any term or condition of this Contract or any breach thereof, in any one instance, shall not waive such term or condition or any subsequent breach thereof. Neither party shall be in default or be liable for any delay, failure in performance (excepting the obligation to pay), or interruption of service resulting directly or indirectly from any cause beyond its reasonable control.

[Balance of page intentionally blank.]

Vanguard Appraisals, Inc.

**Payment Schedule A**

**License No: WEB2088**

**Parcel Count: 8,850**

**Leased Storage Capacity: Free for one year 01/01/2016 -01/01/2017 = \$0.00**

**Leased Storage Capacity: 805 megabytes @ \$ 3.42/Mb = \$2,750.00**

**Total = \$2,750.00**

All payments to Vanguard under this Service Contract shall be payable in the U.S. dollars and shall be net of any and all taxes, withholdings, setoffs, or deductions of any nature.

VANGUARD APPRAISALS, INC.

By:   
Brad M. Miller, Senior Vice President/CIO

Dated: September 18, 2015

**Cass County**

By: \_\_\_\_\_  
**Tax Director**

Dated: \_\_\_\_\_




County  
Administrator

MEMO

Keith Berndt

TO: Cass County Board of Commissioners

FROM: Keith Berndt   
Cass County Administrator

DATE: September 17, 2015

SUBJECT: Court Facilities Improvement Grant Project

-----

Cass County applied and was approved for a Court Facilities Improvement Grant in the amount of \$27,423 to remodel District Courtroom 305. The estimated cost was \$36,563 at the time the plans were prepared in 2013.

The county has received quotes from Klein's Carpentry in the amount of \$98,000 and Meinecke-Johnson in the amount of \$41,500.

**SUGGESTED MOTION:**

Move to authorize the chairman to sign a purchase order Meinecke-Johnson in the amount of \$41,500 to remodel District Courtroom 305 with part of the costs to be paid with grant funds received from the Court Facilities Improvement Advisory Committee.

Box 2806  
211 Ninth Street South  
Fargo, North Dakota 58108

701-241-5720  
Fax 701-297-6020  
www.casscountynd.gov  
berndtk@casscountynd.gov

WORDENHMY DOCUMENTS\KEITHMEMO-COURT FACILITIES GRANT PURCHASE ORDER.DOCX



# PURCHASE ORDER

PAGE: 1  
 P.O. NO.: 122168  
 DATE: 09/17/15

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

MEINECKE-JOHNSON CO.  
 PO BOX 2643  
 FARGO, ND 58108-2643

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

VENDOR NO.		SHIP VIA		F.O.B.		TERMS	
1074						NET	
DELIVER BY		CONFIRM BY		CONFIRM TO		REQUISITIONED BY	
09/17/15		KEITH BERNDT		HEINLE, SARAH J		KEITH BERNDT	
FREIGHT		CONTRACT NO.		ACCOUNT NO.		REQ. NO.	
				101-1503-411.47-01		MEINECKE	
						REQ. DATE	
						09/17/15	

LINE NO.	QUANTITY	UOM	ITEM NO. AND DESCRIPTION	UNIT COST	EXTENDED COST
1	41500.00	EA	COURTROOM 305	1.0000	41500.00
SUB-TOTAL					41500.00



41500.00

AUTHORIZED BY \_\_\_\_\_  
 COUNTY OFFICIAL

## Worden, Heather

---

**To:** Heather Worden (WordenH@casscountynd.gov)  
**Subject:** FW: Cass County courtroom remodel

**From:** Berndt, Keith  
**Sent:** Thursday, September 17, 2015 11:28 AM  
**To:** Heinle, Sarah  
**Cc:** Worden, Heather  
**Subject:** FW: Cass County courtroom remodel

Sarah - Please prepare a PO for the Commission's consideration to Meinecke-Johnson Company in the amount of \$41,500. The PO is to complete all work in Courtroom 305 in accordance with the plans and specification prepared by Foss Architecture and interiors dated January 13, 2014.

**From:** Roger Olson [<mailto:rdolson@meineckejohnsoncompany.com>]  
**Sent:** Wednesday, September 16, 2015 6:13 PM  
**To:** Gartner, Gene  
**Cc:** Berndt, Keith  
**Subject:** RE: Cass County courtroom remodel

Hi Gene: Our price for the work in existing courtroom #305 is \$41,500.00. This price includes providing and installing all the new millwork, platforms, and half walls per the plans by Foss. We estimate this work will take approx. 2 ½ weeks to install after delivery of the millwork. If you have any questions, please let us know. Thanks for allow us to quote you on this work. Please let us know if we are to proceed.

Thanks,

**Roger Olson**

Meinecke-Johnson Company  
5 North 14<sup>th</sup> Street | Fargo, ND 58102  
701-293-1040 office | 701-238-1646 cell

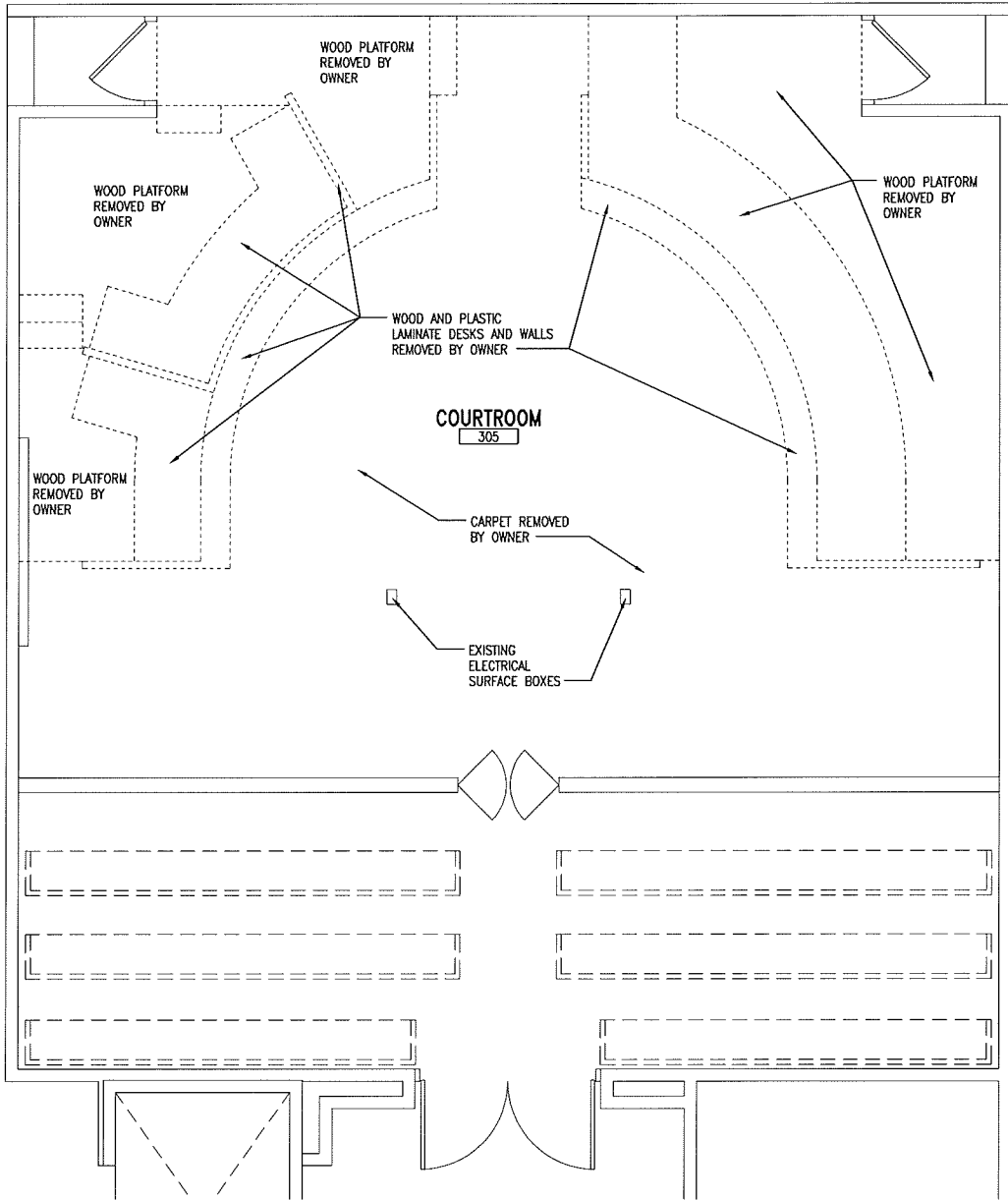
**From:** Gartner, Gene [<mailto:GartnerG@casscountynd.gov>]  
**Sent:** Tuesday, September 15, 2015 9:06 AM  
**To:** Roger Olson <[rdolson@meineckejohnsoncompany.com](mailto:rdolson@meineckejohnsoncompany.com)>  
**Cc:** Berndt, Keith <[BerndtK@casscountynd.gov](mailto:BerndtK@casscountynd.gov)>  
**Subject:** Cass County courtroom remodel

Roger,

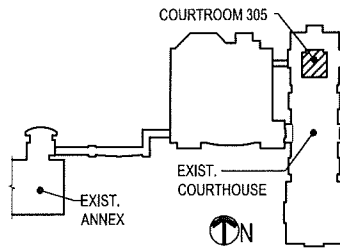
Was Just wondering if you have a chance to E-mail your quote over to me so that I can review it? I am hoping to be able to get the job going after freeze up so you can have some guys available.

Thanks.

Gene Gartner, Maintenance Supervisor  
Cass County Government  
211 9<sup>th</sup> street south  
Fargo, ND 58103  
Ph. 701-241-5708  
Cell 701-541-0713



1 COURTROOM 305 DEMOLITION PLAN  
 A0 1/4" = 1'-0"



2 WORK LOCATION PLAN  
 A0 N.T.S.

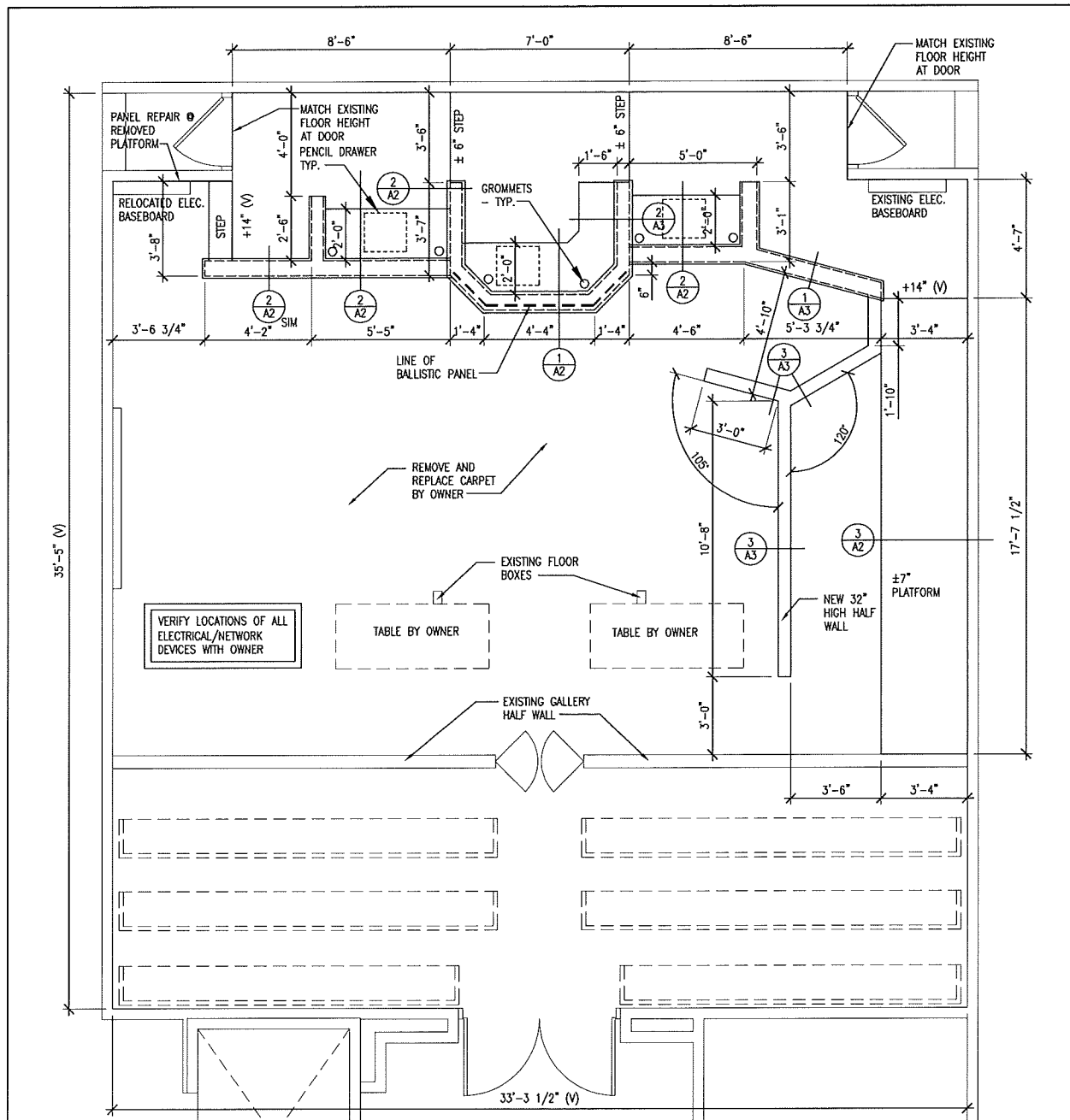
COPYRIGHT © 2014 FOSS ARCHITECTURE & INTERIORS

SCALE:	DATE:
AS SHOWN	JAN. 13, 2014
DRAWN BY:	PROJECT NUMBER:
SLS	0120.10

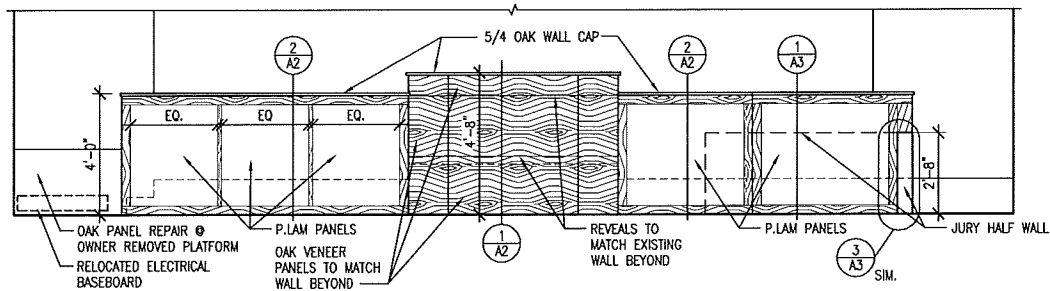
**Foss**  
 Architecture  
 & Interiors

**CASS COUNTY GOVERNMENT  
 COURTROOM 305 REMODEL**

SHEET  
**A0**



**1 COURTROOM 305 PLAN**  
 A1 1/4" = 1'-0"



**2 BENCH ELEVATION**  
 A1 1/4" = 1'-0"

COPYRIGHT © 2014 FOSS ARCHITECTURE & INTERIORS

SCALE: AS SHOWN	DATE: JAN. 13, 2014
DRAWN BY: SLS	PROJECT NUMBER: 0120.10

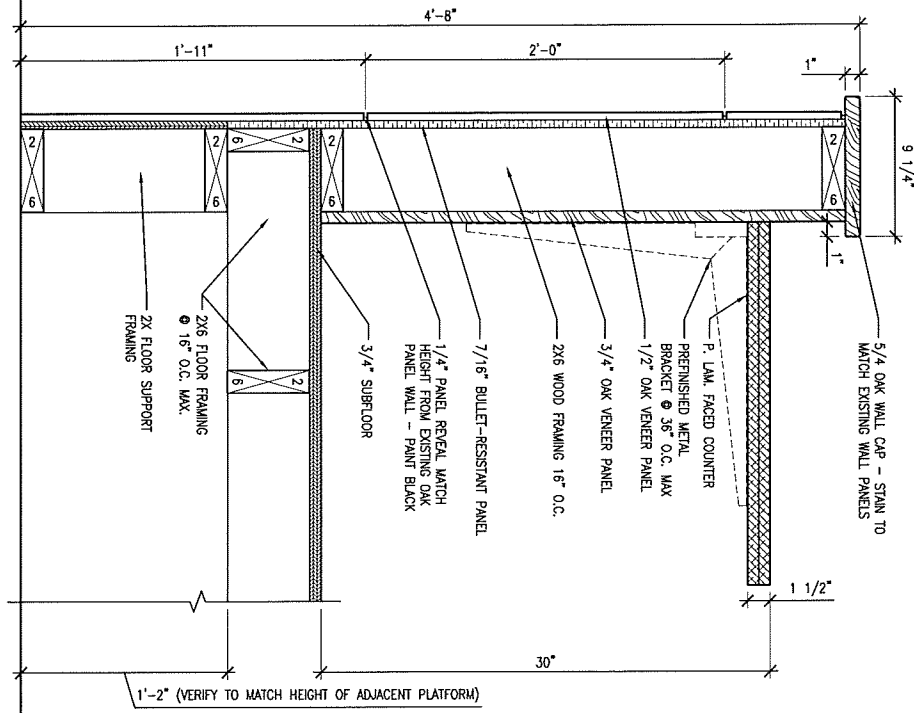
**Foss**  
 Architecture  
 & Interiors

**CASS COUNTY GOVERNMENT  
 COURTROOM 305 REMODEL**

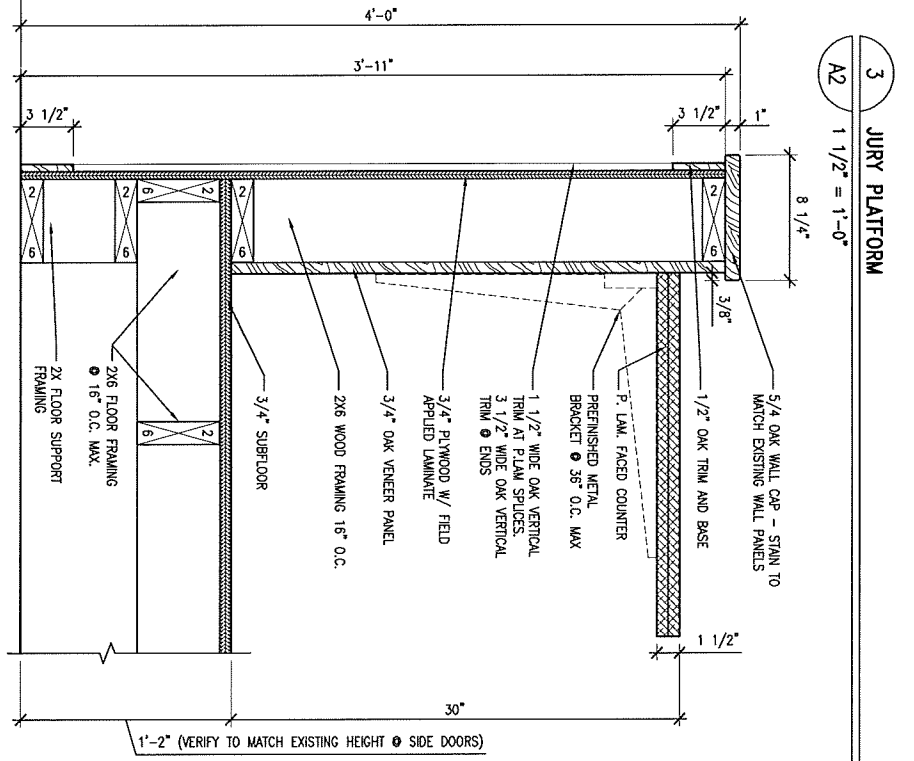
SHEET  
**A1**



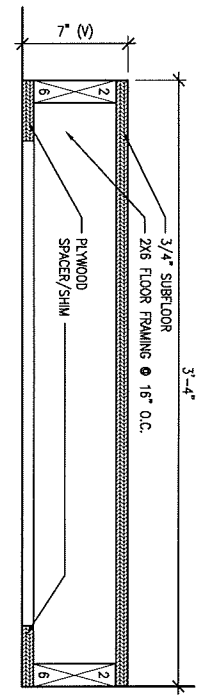
1 JUDGE BENCH  
A2 1 1/2" = 1'-0"



2 CLERK/RECORDER COUNTER  
A2 1 1/2" = 1'-0"



3 JURY PLATFORM  
A2 1 1/2" = 1'-0"



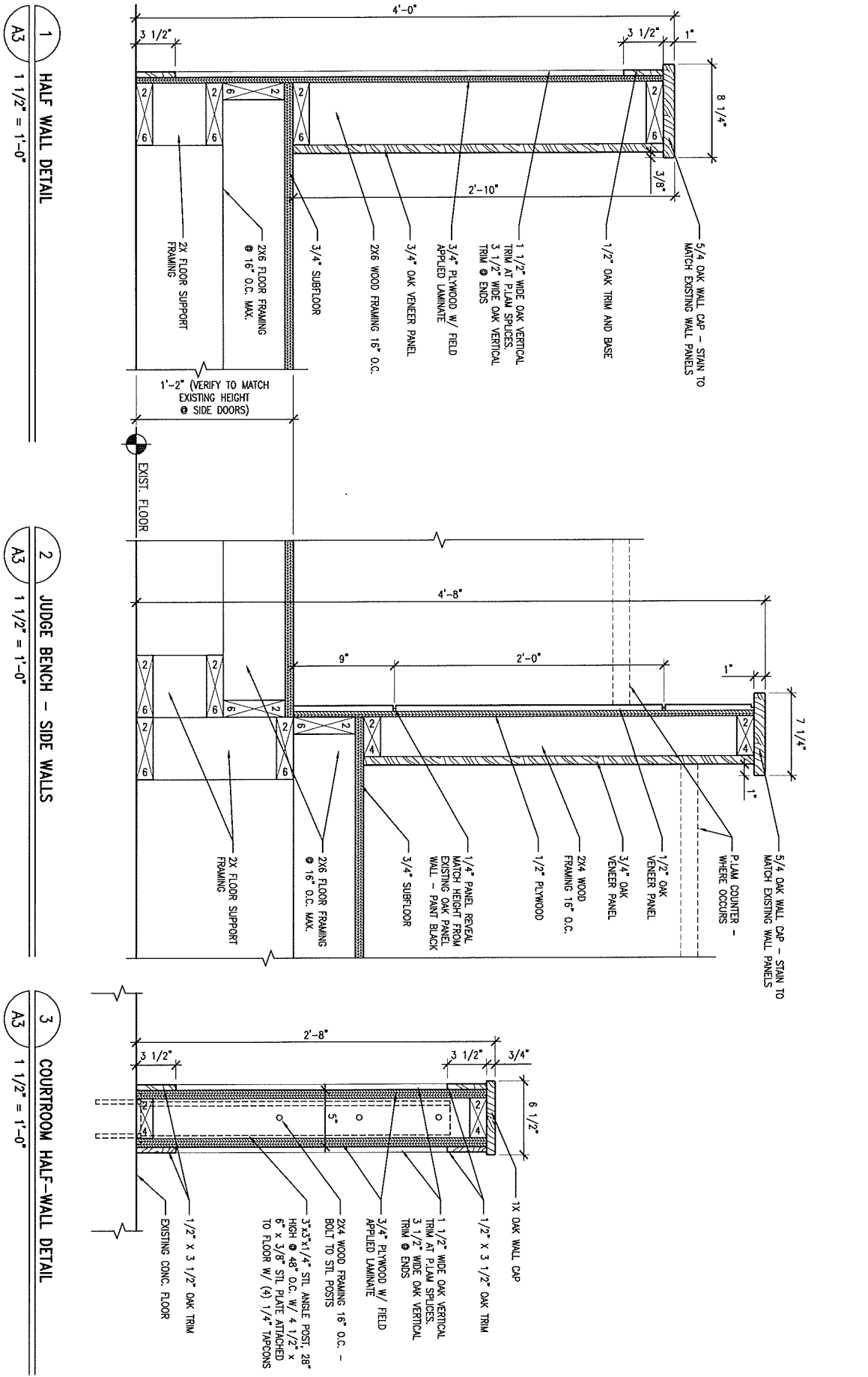
COPYRIGHT © 2014 FOSS ARCHITECTURE & INTERIORS

SCALE:	DATE:
AS SHOWN	JAN. 13, 2014
DRAWN BY:	PROJECT NUMBER:
SLS	0120.10

**Foss**  
Architecture  
& Interiors

**CASS COUNTY GOVERNMENT  
COURTROOM 305 REMODEL**

SHEET  
**A2**



COPYRIGHT © 2014 FOSS ARCHITECTURE & INTERIORS

SCALE: AS SHOWN	DATE: JAN. 13, 2014
DRAWN BY: SLS	PROJECT NUMBER: 0120.10

**Foss**  
 Architecture & Interiors

**CASS COUNTY GOVERNMENT  
 COURTROOM 305 REMODEL**

SHEET  
**A3**

**SECTION 06 1000  
CARPENTRY WORK**

1 **GENERAL:**

2

3 **RELATED WORK:**

4 Architectural woodwork is by Section 06 4000.

5

6 **QUALITY ASSURANCE:**

7 Lumber: Identify with grade stamp of an agency of WWPA.

8 Wood Structural panels (plywood): Identify with grade stamp of APA.

9

10 **REFERENCES:**

11 APA EWS & APA: APA - Engineered Wood Association

12 AWI: American Woodwork Institute

13 AWPI: American Wood Preservers Institute

14 PS 1 - Construction and Industrial Plywood

15 PS 20 - American Softwood Lumber Standard

16 PRP 108- Performance Standards & Policies for Structural-Use Panels

17 WWPA: Western Wood Products Association

18

19 **PRODUCTS:**

20

21 **ROUGH CARPENTRY MATERIALS AND COMPONENTS:**

22 Lumber: PS 20, graded in accordance with WWPA Standard Rules for Western Lumber.

23

24 All lumber and plywood shall be seasoned "KDAT" standards after treatment.

25

26 Lumber Dimensions:

27 Specified lumber dimensions are nominal. All lumber shall be surfaced unless noted otherwise.

28 Actual dimensions conform to industry standards established by the American Lumber Standards  
29 Committee and the rules writing agencies.

30

31 Moisture Content: MC-15, 15% maximum on plywood products.

32

33 Framing: studs, Plates, Blocking, Bucks & Nailers: No. 2 or better at 2 x 6. Provide treated where  
34 indicated and required. Hand-picked for trueness and quality.

35

36 Engineered Panel Products:

37 Subfloor: Veneer Plywood only, APA rated Sturdi-flor, tongue and groove, with exterior glue,  
38 Exposure 1. Thickness as indicated. Adhesive: PL premium subfloor adhesive.

39

40 Misc: Plywood: Veneer Plywood only, APA Rated "Sheathing" (CD-X)

41

42 Steel Angle support (half wall): ASTM A36 steel, primed. Shop fabricated with welded and drilled  
43 baseplates. Drill and anchor to concrete floors with appropriate fasteners in diameter and depth as  
44 required.

45

46 **FASTENERS/HARDWARE:**

47 Rough Hardware: Nails, spikes, staples, bolts, screws and similar items; galvanized for exterior and high  
48 humidity locations and at treated wood; plain finish for other interior locations; size and type to suit  
49 application for secure anchorage.

50

51 Lumber to Lumber: Coated common or annular thread nails or framing screws, of sufficient length to  
52 penetrate 1-1/2" into bottom member.

53

**SECTION 06 1000  
CARPENTRY WORK**

1 Plywood to Lumber: Screws are preferred, with Ring shank or annular thread nails of sufficient length to  
2 penetrate 1-1/4".

3  
4 Lumber or metal reinforcement to Concrete:  
5 Fasteners are to be Tapcon concrete anchors. A supplier is Northern States Supply, 1226 38th Street,  
6 Fargo, North Dakota. Anchors or screws are to be minimum 1/4" diameter and are to penetrate concrete  
7 1-1/2" minimum. Other approved, drilled-in type masonry anchors may be used if equivalent in pull-out  
8 strength. The installed withdrawal resistance to be minimum of 300 lbs. per anchor.

9  
10 Provide Wedgebolt fasteners or equivalent, where anchoring steel Half wall reinforcement.

11  
12 **EXECUTION:**

13  
14 **CONDITION OF SURFACES:**  
15 Verify that surfaces to receive carpentry materials are prepared to exact grades and dimensions.

16  
17 Do not proceed with Work until conditions are satisfactory.

18  
19 **INSTALLATION - GENERAL:** Install items closely fitted, accurately set to required lines and levels, rigidly  
20 secured. Use longest pieces possible. Provide adequate fasteners to achieve substantial and positive  
21 anchorage.

22 All wood blocking is to be installed in straight lines and level planes and at proper elevation for installation  
23 of roof system.

24  
25 Warped twisted wood members are not to be used. Period!

26  
27 **SHEATHING INSTALLATION:** (Standard Wall,) long dimension of panels perpendicular to supports.  
28 Stagger panel end joint with respect to each other and all joints with respect to joints. Butt panel ends and  
29 edges allowing 1/8" space at panel end joints and 1/8" space at panel edge joints. Fasten 6" o.c. at each  
30 end support and 12" o.c. at intermediate supports.

31  
32 **FLOOR SUBFLOOR:** Install per APA /manufacturer's recommendations. Glue and screw to framing. 1/4"  
33 bead adhesive at floor framing.

34  
35 **BLOCKING:**  
36 Wedge, align, and anchor blocking with countersunk bolts, washers, and nuts, or nails.

37  
38 Frame out for (and reinforce as necessary) passage of mechanical and electrical items.  
39 Provide full bearing surfaces for framing; use square cuts.

40  
41 **FRAMING:**

42     A.   Walls:  
43         1.   Openings: Double studs.  
44         2.   Corners and Partition Intersections: Triple studs.  
45         3.   Top Plates in Bearing Partitions: Double and lapped. Stagger joints at least 4 feet.  
46         4.   Headers: See details.  
47         5.   Ends of Stud Wall to Masonry/Concrete Foundation: Connect with 1/2 inch machine  
48             bolts maximum 48 inches on center and at least three in height of wall.  
49         6.   Fasten sill or wood plates to concrete as follows unless otherwise noted on Drawings.  
50             Minimum embedment of 1.5" inches. 16 inches on center staggered

51  
52     B.   Fasten as Follows: Nails or equivalent screws  
53         1.   Stud to Plate: End wall, two 16d.  
54         2.   Stud to Plate: Toe nail, three 16d or four 8d.

**SECTION 06 1000  
CARPENTRY WORK**

- 1
  - 2
  - 3
  - 4
  - 5
  - 6
  - 7
  - 8
3. Top Plates: Spiked together, 16d, 24 inches on center.
  4. Top Plates: Laps and intersections, two 16d.
  5. Continuous One Inch Brace to Stud: Two 8d.
  6. Two Inch Cut-In Bracing to Stud: Two 16d.
  7. Corner Studs and Angles: 16d, 30 inches on center.

END OF SECTION

**SECTION 06 4000  
ARCHITECTURAL WOODWORK**

1     **GENERAL:**

2

3     **SCOPE OF WORK:**

4     All Laminate clad, wood veneer woodwork including the following:

- 5     1. Clerk/ Recorder Counter & wall.
- 6     2. Judges Bench, sidewalls, with bullet resistant panels
- 7     3. Laminate clad half walls, complete with wood cap.
- 8     4. Wood paneling at Courtrooms.
- 9     5. Prefinishing (shop finishing) of all millwork, woodwork & paneling, is by this Section
- 10    6. Laminate Countertops.
- 11    7. Laminate Countertops.

12

13     Prefabricated, shop assembled casework, and custom fabricated milled cabinetwork, work surfaces and

14     accessories for specially designed units. Products shall be furnished under single source.

15

16     **RELATED WORK:**

17     Rough carpentry, including the platform construction, half wall rough framing and steel reinforcement is by

18     Section 06 1000.

19

20     **REFERENCE STANDARDS:**

- 21     FS MM-L-736C Lumber-Hardwood.
- 22     FS-L-P-508F - Plastic Sheet, Laminated, Decorative, and Non-Decorative.
- 23     FS MMM-A-130A - Adhesive, Contact.
- 24     PS 1 - Construction and Industrial Plywood.
- 25     PS 20 - American Softwood Lumber Standard.
- 26     PS 51 - Hardwood and Decorative Plywood.
- 27     PS 58 - Basic Hardwood.
- 28     NHLA – National Hardwood Lumber Association
- 29     HPVA – Hardwood plywoods and veneer association.

30

31     **QUALITY ASSURANCE:** The "Quality Standards", 2003, 8th edition, of the Architectural Woodwork

32     Institute applies to and is part of this Section, and any reference to Premium, Custom, or Economy grades

33     is as defined therein.

34

35     **Manufacturer's Competence:** Woodwork shall be manufactured by well established and experienced firm,

36     acceptable to the Owner and Architect, with satisfactory record of similar size and quality installations.

37     Architect/Owner reserve the right to reject any woodwork subcontractor, if it is Architect's opinion that the

38     following will not result in required quality within time required for completion:

- 39     a. shop capacity
- 40     b. experience of workers
- 41     c. equipment or supply or materials
- 42     d. previous performance by manufacturer has been unsatisfactory.

43     Casework shall be provided by an AWI active member. The following are conditionally approved for

44     bidding this work:

- |   |                                |
|---|--------------------------------|
| 45     Cal-Dak Cabinets, Minot, ND              | Minot Sash and Door, Minot, ND |
| 46     Northern Woodwork, Thief River Falls, MN | TMI, Dickinson, ND             |
| 47     Cabinetmakers Inc., Fargo, ND            | JSM, West Fargo, ND            |
| 48     Denning Fabrication, Fargo, ND           |                                |

49

50     **SHOP DRAWINGS AND PRODUCT DATA:**

51     Submit in accordance with Section 01 3300.

52     Provide one set reproducible sepias and one set for Shop Drawing review.

53     Indicate materials and wood species, component profiles, fastening, jointing details, finishes, accessories

54     and items furnished by others but installed in woodwork.

**SECTION 06 4000  
ARCHITECTURAL WOODWORK**

- 1  
2 Indicate cutout locations, plumbing fixtures, mechanical and electrical devices, and other items occurring  
3 in the wood/casework.  
4 Indicate grain for solid lumber and veneer.  
5  
6 Scale:  
7 Plans, elevations, etc: 1/4" to 1'-0" or larger.  
8 Detail Sections: 3" = 1'-0" or full size.  
9 Product data: Submit for hardware and accessories.  
10 Submit manufacturer's maintenance instructions, including precautions in use of cleaning  
11 materials which may be detrimental to surfaces.  
12  
13 Field Measurements: Provide field measurements on the shop drawings. Where field measurements  
14 cannot be made without delaying project, coordinate measurements among trades to ensure proper  
15 fit of wood/casework.  
16  
17 SAMPLES: Submit laminate color samples.  
18 Wood: 4 x12 samples of solid wood; shop finished on one edge and face, for each species used.  
19 Veneer: 12 x 12" veneer faced sample for each species, cut and finish.  
20 Provide step sample showing each stage of the finishing process:  
21 HP Laminates: 12 x 12 on each panel backing, for each color texture and pattern.  
22  
23 DELIVERY, STORAGE AND HANDLING:  
24 Do not deliver architectural woodwork items until site conditions are adequate to receive the Work of this  
25 Section. Protect materials from weather while in transit.  
26  
27 Store indoors, in ventilated areas with a constant but minimum temperature of 60 degrees F. and relative  
28 humidity of 25 to 55 percent.  
29  
30 In cold weather, heat shall have been provided for at least 10 days prior to delivery of product.  
31  
32 WARRANTY: Provide a special warranty with provisions for repairing or replacing, at no additional cost to  
33 the Owner, Architectural Woodwork items that experience defects in workmanship or material for a 2 year  
34 period after substantial completion of the project.  
35  
36 **PRODUCTS:**  
37  
38 QUALITY GRADES: Provide materials, fabrication, and installation conforming to Premium Grade  
39 requirements, unless otherwise noted.  
40  
41 PLASTIC LAMINATE:  
42 Plastic laminate for exposed exterior vertical surfaces( half walls) shall be .030" thick  
43 Vertical Surfacing Grade conforming to NEMA LD 3- 2005, VGS standards including thickness.  
44  
45 Plastic laminate for countertops: scratch resistant, variety by Pionite, in general purpose, .050" thickness  
46 on countertops. Provide 3mm pvc edging in matching color.  
47  
48 Adhesive: Hybrid PVA Type III water resistant adhesive.  
49  
50 Laminate: Pionite ST 606 Suede; Taupe. Note 3mm edging at countertops to match.  
51  
52 STANDING AND RUNNING TRIM: Solid lumber products to be provided.  
53 Interior for Transparent Finish: Red Oak, Plain sliced  
54



**SECTION 06 4000  
ARCHITECTURAL WOODWORK**

- 1 Millwork:  
2 Custom shop milled from Plain sliced select red oak. Provide trim and millwork with eased edges and  
3 routed out backs. Finished thickness shall be provided as detailed.  
4
- 5 **WOOD WORK:**  
6 Woodwork shall be manufactured to meet Premium  
7 requirements of AWI. All surfaces to be finished with wood paneling and plastic laminate as detailed.  
8 Balance the exterior surface laminates with .020" white high pressure interior cabinet liner. Cases shall be  
9 edged with plastic laminated edging.  
10
- 11 Field laminating of plastic laminte may be necessary, unless cabinet shop detail mountable  
12 panels with no exposed fasteners.  
13
- 14 Exposed surfaces shall be Plastic laminate and shall conform to the requirements of the National  
15 Electric Manufacturer's Association (NEMA) Publication Number LD-1-1971 and NEMA LD-3 - 1985.  
16
- 17 ParticleBoard-formaldehyde free: Provide formaldehyde free particleboard meeting ANSI A208.1,  
18 45Lb. density type 2 phenol adhesive, or medium density fiberboard, The following are approved:  
19 1. Medite II by Medex, medium density fiberboard  
20 2. Resincore phenolic particle board by Rodman Industries 262-569-5820.  
21 3. Skyblend by Roseburg forest products meet formeldehyde low emissions, and are  
22 approved on this project.  
23
- 24 ParticleBoard-Fire Resistive: Provide formaldehyde free particleboard meeting ANSI A208.1, type  
25 2 phenol adhesive, class 1 or A firerated, equal to Weyerhauser's FR particle board by Duraflake.  
26
- 27 **CONSTRUCTION:** (plastic laminate)  
28 Countertops: Plastic laminate self-edged with top set backsplash. Core for countertops may be  
29 45 lb. nominal particleboard, M-3 grade, meeting previous specificaitons.  
30
- 31 All countertops provided with balancing sheet .020" thick. Splicing of countertops shall be by using KV  
32 #516 joint tightners, Bolt and plate connections will not be allowed.  
33
- 34 Countertop edges shall be edged with 3mm pvc.  
35
- 36 Note: Plastic laminate for countertops shall be .050" thick, conforming to NEMA LD 3, abrasion  
37 resistant laminate plastic (matching Nevamar's ARP, Wilsonart's High Wear, or equivalent) with  
38 manufacturer and color noted on elevations and details and as specified in the Color Schedule.  
39
- 40 Plastic Laminate Backing Sheet: NEMA LD3; BKV nim. 0.028" thick.  
41 Cabinet Liner: NEMA LD3, Std DLS, Min. 0.020" thick, equal to low pressure melamine; solid color and  
42 matching edge banding where exposed.  
43
- 44 **HARDWARE:**  
45 Plastic Grommets: Hard plastic type designed for countertops by Doug Mockett. Verify colors.  
46 Wire Management: Provide plastic management troughs by Doug Mocket, 2" x 3' nominal. Verify colors.  
47 Shelf Standards and Brackets at Cabinets: 1/4"± holes at 32mm spacing with KV 346 Series (or equal)  
48 shelf supports approved.  
49
- 50 Pencil Drawer: Moulded plastic drawer on ball bearing extension slides; Rockler 39497 or Moulded,  
51 chemical resistant, high density polyethylene with in and out stop features, compartment type drawer  
52 body, and slides in "white, stone grey, black as picked by Architect.  
53  
54

**SECTION 06 4000**  
**ARCHITECTURAL WOODWORK**

- 1 WOOD PANELING:  
2 RIFT OAK:  
3 All paneling shall be furnished in conformance with AWI 500A flush paneling, premium grade.  
4 Manufacturer: Architectural Forest Products, Two Rivers, Wisconsin (920-793-4404 or fax at 920-  
5 793-4003 fax) with Eggers Products 715-381-5310 and FormWood paneling, dist. by Jaeckle  
6 Dist., 608-838-5400, also approved.  
7  
8 Type: Rift cut Red Oak paneling, using FR Duraflake particle board core. Provide in thicknesses  
9 indicated. Class 'A' fire rated. 'A' face graded on exposed face with mill option no. 4 balance sheet at  
10 backside. Matching of adjacent pieces of veneer within each face shall be slip matched (to prevent barber  
11 poling). Panel face assembly shall be center balance matched. Paneling shall be prefinished per AWI  
12 finish specified elsewhere herein.  
13  
14 Grain of paneling shall run horizontally, unless indicated otherwise on drawings or in shop drawings.  
15 Provide custom samples of the multiple finishes required.  
16  
17 PANEL ADHESIVE: PL Urethane premium adhesive by Rexnord Industries or equal. Use hidden  
18 fasteners for attachment or finish nails with holes filled.  
19  
20 BULLET RESISTANT PANELS: (backer panels)  
21 Multi-layered laminated fiberglass sheet, compressed into flat rigid sheets and designed to absorb bullets  
22 without ricochet or penetration per standards. Provide thickness to achieve a Level 3, UL SPSA in  
23 accordance with UL 752.  
24 Approved Manufacturers: Amortex Inc, Schwertz, Tx.; US Bulletproofing, Upper Marlboro, Md.  
25 And Chicago Bullet Proof Systems, Burr Ridge IL.  
26  
27 Installation: Judicial Benches, fronts, end panels, and as detailed; concealed from view inside casework  
28 framing.  
29  
30 FACTORY FINISHING: All wood casework, or wood trimmed plam casework, and millwork and paneling  
31 specified below, shall be prefinished at the factory per AWI Section 1500, premium grade, System TR-6  
32 (AWI#5), catalyzed polyurethane, satin finish (or equivalent approved finish system);  
33  
34 Match stain submitted by Architect. Provide samples indicating stain, finish samples.  
35  
36 Shop paint reveals satin or flat black.  
37  
38 FABRICATION:  
39 Fabricate Wood work per reviewed shop drawings.  
40  
41 Size units for ease of handling and to permit passage/delivery through building openings.  
42  
43 Shop seal concealed and semi-concealed surfaces with sealer; Brush apply only. Seal all cut-out  
44 locations.  
45  
46 Provide where not otherwise indicated proper mountings for hardware, including snuggers, catches, etc.  
47  
48 Provide cutouts and holes for such items such as sinks, fittings, risers, ducts, and other features furnished  
49 into the work of this section. Where it is impractical to shop cut these items, field cutting and coordination  
50 will be required.  
51  
52 Shop assemble work as much as practically possible. If necessary to insure best results, complete units  
53 shall be assembled in the shop and then partially disassembled into workable sections for shipping and  
54 project coordination. Necessary joints for shipping shall be approved type.

**SECTION 06 4000**  
**ARCHITECTURAL WOODWORK**

- 1  
2 Provide a routed, grooved or kerfed back on all flat millwork trim.  
3  
4 **EXECUTION:**  
5  
6 **GENERAL:**  
7 Work of this Section is classified Premium Grade according to AWI Quality Standards, Section 1700.  
8 These exacting standards apply to field installation and will be used as guides for acceptance or rejection  
9 of Work.  
10  
11 Employ only the highest quality craftsmen and methods to perform installation Work.  
12  
13 **COORDINATION:**  
14 Coordinate with other trades as required to insure proper clearances, field dimensions, backing and  
15 blocking, etc.  
16  
17 Coordinate locations of all electrical outlets, or connection in close proximity to millwork installations. Work  
18 in close coordination with Division 26 Electrical Contractor.  
19  
20 Coordinate the locations of all backing and blocking with Section 06 1000, and Drywall contractor.  
21  
22 **INSTALLATION:**  
23 Coordinate blocking installation and placement with Section 06 1000. Scribe and closely fit to adjacent  
24 construction. Shim as necessary with concealed shims. Make cutouts as required for mechanical and  
25 electrical items.  
26  
27 Install prefinished millwork free from hammer or tool marks, open joints, slivers, or other defects  
28 detrimental to appearance or performance. Install in as long of lengths as possible, with minimum number  
29 of joints.  
30  
31 Leave surfaces clean and true with exposed wood sanded parallel with grain, free of discernible marks  
32 and ready for putty filler. Set millwork plumb, level, square and true. Scribe to floors and walls as  
33 required. Cope returns, and Miter corners, countersink nails, drill holes in millwork.  
34  
35 Field touchup the finish system in manner approved and equivalent to the Shop finish.  
36  
37 Install work after building's humidity is at an acceptable level.  
38  
39 Ensure that mechanical and electrical items affecting this section are properly placed, complete, prior to  
40 commencement of installation.  
41  
42 Wood work: Install without distortion so that doors and drawers fit openings properly and area accurately  
43 aligned. Install separate base frame and level in prior to mounting base cabinets.  
44  
45 Provide on-site sealing of all cutouts in wood/casework.  
46  
47 Adjust hardware to center doors and drawers in openings and to provide unencumbered operation.  
48 Complete installation of hardware and accessory items as indicated.  
49 Maintain veneer sequence matching of cabinets.  
50  
51 Tops: Securely anchor to screen fronts and sides, and other support systems.  
52  
53 Install sealant in joints between Work of this Section and other surfaces where indicated on Drawings or  
54 otherwise required to give finished appearance.

**SECTION 06 4000**  
**ARCHITECTURAL WOODWORK**

- 1  
2 Install prefinished wood in accordance with recommended installation instructions of manufacturer. Do  
3 not face nail, unless permitted by Architect. Fill nail holes with matching filler and touch up or replace  
4 damaged paneling to the satisfaction of the Architect.  
5  
6 **TOUCH UP of PREFINISHED WOODWOORK:** Touch up all prefinished wood casework/millwork after  
7 installation. Use stain/finish to match the shop finish. This repair/touch up is by this Section 06 4000.  
8  
9 **PROTECTION:**  
10 Protect all woodwork from defacement or damage, until final completion of project.  
11 Clean installed woodwork by providing initial wipe down of woodwork.

12  
13  
14

END OF SECTION