

CONTRACT APPROVAL

SUGGESTED MOTION:

Move to approve the following contracts submitted by respective department head, subject to State's Attorney approval, and authorize the Chairman to sign.

Received as of July 11, 2024:

- Quadiant Leasing USA, INC.—addendum agreement for lease of mailing equipment.
- Foster County Mutual Aid Agreement—Memorandum Understanding for Emergency Management Services
- Houston Engineering, Inc., and Barun Intertec Corporation contract documents for Cass Highway 31 Bridge over the Sheyenne River



Finance Office

Telephone: 701-241-5600

Fax: 701-241-5728

SMB-FIN@casscountynd.gov

MEMO

TO: Cass County Commissioners

FROM: Alicia Hildebrand, Treasury Manager

DATE: July 16, 2024

SUBJECT: Quadient Leasing Agreement Renewal

We wish to renew our software with Quadient Leasing for certified mailers processed electronically and to procure an envelope opener for elections at a reduced rate. This agreement is for 5 years at a monthly rate of \$94.12. \$70/month is the renewal cost for maintenance of the e-certify software and the remaining \$24.12/month is for the letter opener purchased through NASPO at a reduced government rate.

Suggested Motion:

Authorize the Finance Director to sign the attached Lease agreements and Addendum with Quadient Leasing.



CONTRACT APPROVAL

REQUIRED BY DEPARTMENT:

DEPARTMENT: Finance Office DATE OF REQUEST: 07-10-2024

COMPANY REQUESTING CONTRACT: Quadient Leasing USA, Inc.

BRIEF PROJECT DESCRIPTION: Addendum agreement for lease of mailing equipment

 NEW CONTRACT OR x CONTRACT RENEWAL

REQUIRED BY STATE'S ATTORNEY OFFICE:

STATE'S ATTORNEY SIGNATURE: _____ DATE _____

STATE'S ATTORNEY COMMENTS:

Section (A) Office Information

Office Number	Office Name	Office Phone #	Date Submitted
6117	Dakota Business Solutions Inc	(320) 250-6684	06/28/2024

Section (B) Billing Information

Company Name	CASS County		
DBA			
Billing Address	PO BOX 2806		
City State Zip+4	FARGO	ND	58108-2806
Contact Name	Alicia Hildebrand	Phone	(701) 241-5606
Contact Title	Sr. Accountant	Fax	(701) 241-5728
Email Address	hildebranda@casscountynd.gov	PO #	6202024

Section (C) Installation Information (if different from billing information)

Company Name	CASS County		
Installation Address	211 9TH ST S		
City State Zip+4	FARGO	ND	58103-1833
Contact Name	Alicia Hildebrand	Phone	(701) 241-5606
Contact Title	Sr. Accountant	Fax	(701) 241-5728
Email Address	hildebranda@casscountynd.gov		

Section (D) Products

Qty	Model / Part Number	Description (include Serial Number, if applicable)
1	IM16	Letter Opener
1	ECERT-PROCESSING	e-Certify Processing Fee (Used for Lease Renewals ONLY)
1	CS-ECERT1K	e-Certify Subscription - Level 2 (up to 1,000 e-Certs per year).

Section (E) Lease Payment Information & Schedule

Tax Status: <input type="checkbox"/> Taxable <input checked="" type="checkbox"/> Tax Exempt <i>Certificate attached</i> Billing Frequency: <input type="checkbox"/> Monthly <input checked="" type="checkbox"/> Quarterly <input type="checkbox"/> Annually <input checked="" type="checkbox"/> Standard <input type="checkbox"/> Arrears	Number of Months		Monthly Payment (Plus applicable taxes)
	First	60	\$94.12
Current Lease Number:		N19033098	

Section (F) Service Products (Check all that apply)

Maintenance
 Installation/Training
 Software Support for premise (non-cloud) solutions

Section (G) Approval

This document consists of a Government Product Lease Agreement with Quadient Leasing USA, Inc.; and an Online Services and Software Agreement with Quadient, Inc. Your signature constitutes an offer to enter into such agreements, and acknowledges that you have received, read, and agree to all applicable terms and conditions (version Government-Equipment-Lease-Terms-Dealer-V11-2023), which are also available at <https://quadientterms.com/Government-Equipment-Lease-Terms-Dealer-V11-2023>, and that you are authorized to sign the agreements on behalf of the customer identified above. The applicable agreements will become binding on the companies identified above only after an authorized individual accepts your offer by signing below, or when the equipment is shipped to you.

Guided by Quadient, Inc.'s Sustainable Design and Responsible Manufacturing Policy, our Products may contain reused components. For more Information visit <https://www.quadient.com/about-us/sustainable-design-and-manufacturing>.

 Authorized Signature

 Print Name and Title

 Date Accepted

 Accepted by Quadient Inc and its Affiliates

 Date Accepted

Customer

Organization	CASS County		
DBA			
Address	PO BOX 2806		
City State Zip	FARGO	ND	58108-2806
Phone	(701) 241-5606	Fax	(701) 241-5728

Purchase Order - Lease

NASPO/ValuePoint Contract #: CTR058809

and / or

State Participating Addendum (PA) #:

CTR 058809 (ND)

Vendor

Company Name	Quadient Leasing USA Inc. FEDERAL ID# 94-2984524		
Attention	Government Sales	DUNS# 150836872	
Address	478 Wheelers Farms Rd		
City State Zip	Milford	CT	06461
Phone	(866) 448-0045	Fax	(203) 301-2600

Ship To

Organization	CASS County		
Attention	Alicia Hildebrand		
Address	211 9TH ST S		
City State Zip	FARGO	ND	58103-1833
Phone	(701) 241-5606	Email	hildebranda@casscountynd.gov

P.O. Number	P.O. Date	Requisitioner	Shipped Via	F.O.B. Point	Terms
6202024			Ground	Destination	Quarterly Invoicing

QTY	Unit	Description	Unit Price	Total
60	Months	Lease Payment	\$94.12	\$5,647.20

Lease payment specified above for products listed below includes, as applicable, reduced price equipment maintenance to reflect first year free, meter rental, meter resets, postal rate changes, software license/support/subscription fees, delivery, installation, and operator training.

Products

QTY	Product ID	Description
1	IM16	Letter Opener
1	ECERT-PROCESSING	e-Certify Processing Fee (Used for Lease Renewals ONLY)
1	CS-ECERT1K	e-Certify Subscription - Level 2 (up to 1,000 e-Certs per year).

1) Order is governed under the terms and conditions of the NASPO/ValuePoint Master Price Agreement Contract Number CTR058809. Enter this order in accordance with the prices, terms, delivery method, and specifications listed above.

2) Payments will be sent to:
 Quadient Leasing USA, Inc.
 Dept 3682
 PO Box 123682
 Dallas TX 75312-3682

3) Send all correspondence to:
 Quadient Leasing USA, Inc.
 478 Wheelers Farms Rd
 Milford CT 06461
 Phone: 203-301-3400
 Fax: 203-301-2600

 Authorized by

Date

 Print Name

Title

ADDENDUM TO AGREEMENTS

This Addendum to Agreements is by and between Quadient Leasing USA, Inc. ("Quadient Leasing"), Quadient, Inc. ("Quadient") and CASS County ("Customer") with reference to the following:

A. Quadient Leasing and Customer are entering into a Product Lease Agreement (the "Lease"), pursuant to which Quadient Leasing will lease products to Customer.

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B. Concurrently herewith, Quadient and Customer are entering into an Online Services and Software Agreement (the "OSS Agreement") pursuant to which Quadient will make certain other services available to Customer.

C. Any defined term used herein shall have the same meaning as in the Lease, or the OSS Agreement.

In consideration of the mutual covenants contained herein, and in the Lease, and the OSS Agreement, the parties agree to amend the OSS Agreement as follows:

1. Section 2, titled "License Grant and Additional Terms" is hereby amended to add the following to the end of this section: "Your use of the Services is limited to the number of Electronic Certified Mail pieces (each an "eCert") indicated on the Order Form ("Annual Volume Limit"). In the event You exceed the Annual Volume in any year, You agree to pay an overage charge for each eCert used over the Annual Volume Limit as outlined below (the "Overage Charge"). The Overage Charge will be determined as a product of the number of eCerts You process in excess of the Annual Volume Limit multiplied by the Overage Charge associated with tier for the excess as set forth below:"

Annual Volume Band (# of eCerts) *	Overage Charge
1 - 500	\$0.50
501 - 1,000	\$0.45
1,001 - 2,000	\$0.42
2,001 - 4,000	\$0.31
4,001 - 8,000	\$0.29
8,001 - 12,000	\$0.28
12,001 - 16,000	\$0.25
16,001 - 32,000	\$0.22
32,001 - 64,000	\$0.21
64,001 - 128,000	\$0.21
128,001 - 200,000	\$0.18
200,001 - 256,000	\$0.17
256,001 - 384,000	\$0.16
384,001 - 512,000	\$0.13
512,001 - 1,200,000	\$0.12
1,200,001 and above	\$0.11

* Volume bands renew annually

06/28/2024

The Lease, OSS Agreement, and this Addendum contain the complete understanding and agreement between the parties hereto, and supersede all representations, understandings or agreements prior to the execution thereof. Any changes or additions to the foregoing agreements will be valid only if they are in writing and signed by the appropriate parties.

In the event of any conflict between the terms of the Lease, OSS Agreement, and this Addendum, the terms of this Addendum shall control.

The parties have caused this Addendum to Agreements to be executed by their duly authorized representatives on the date set forth below.

Customer: CASS County

By: _____

Printed Name: _____

Title: _____

Date: _____

Quadiant Leasing USA, Inc.

By: _____

Printed Name: _____

Title: _____

Date: _____

Quadiant, Inc.

By: _____

Printed Name: _____

Title: _____

Date: _____

MEMO

TO: County Commission
FROM: Jim Prochniak, Emergency Manager *J.P. 7/9/24*
Date: July 9, 2024
Subject: Memorandum of Understanding with Foster County

Please find attached Memorandum of Understanding – MOU for commission signature.

This MOU is regarding the assistance Cass County is providing Foster County during the train derailment incident. Specifically, the request for airboat support.

A brief addendum has been added to the MOU to protect the requested airboats in the event of damage or needed maintenance.

Suggested motion – Allow commission chair to sign attached memorandum of understanding with Foster County in dealing with train derailment.



CONTRACT APPROVAL

REQUIRED BY DEPARTMENT:

DEPARTMENT: Emergency Management DATE OF REQUEST: 07-10-2024

COMPANY REQUESTING CONTRACT: Foster County

BRIEF PROJECT DESCRIPTION: Mutual Aid Agreement

NEW CONTRACT OR CONTRACT RENEWAL

REQUIRED BY STATE'S ATTORNEY OFFICE:

STATE'S ATTORNEY SIGNATURE: _____ DATE _____

STATE'S ATTORNEY COMMENTS:

MUTUAL AID AGREEMENT

Memorandum of Understanding (MOU) between

FOSTER COUNTY

And

CASS COUNTY

- Whereas, the laws of the State of North Dakota provide that each political subdivision is empowered to make and enter into mutual aid agreements with other political subdivisions in order to more effectively respond and provide public safety services during emergency situations;
- Whereas, the undersigned political subdivisions that are parties to this mutual aid agreement must confront numerous threats to public health and safety, including but not limited to natural or manmade disasters;
- Whereas, none of the parties to this Agreement possesses all of the necessary resources to cope with every possible incident, emergency, or disaster by itself, and an effective, efficient response can best be achieved by the application and leveraging of the collective resources of these entities;
- Whereas, the parties to this Agreement have determined it is in their collective best interest to develop and implement preparedness plans and conduct joint exercises in advance of a sudden and immediate need in order to enhance the efficiency and effectiveness of their response to any emergency or disaster;
- Whereas, it is desirable that each of the parties hereto should voluntarily aid and assist each other in the event an emergency situation should occur, by the interchange of response services; and
- Whereas, it is necessary and desirable that a mutual aid agreement be executed for the interchange of such mutual assistance on a local, county, and/or regional basis; Now, therefore, it is hereby agreed by and between each and all of the parties hereto as follows:

■ Terms of the Agreement

- 1) Each party agrees that in the event of an emergency situation, each other party to this mutual aid agreement shall furnish such personnel, equipment, facilities, or services as are available, provided that such actions would not unreasonably diminish the assisting entity's ability to provide emergency services within its jurisdiction.
- 2) Each party shall designate the appropriate official within its jurisdiction who has the legal authority to bind its jurisdiction to this Agreement and who shall sign this Agreement.
- 3) In order to invoke assistance under the provisions of this Agreement, the authorized representative from the requesting entity shall be required to contact the Authorized Representative of the responding entity by voice communication system, in writing or through a message relay provided by an emergency dispatch center. Any request for aid hereunder shall include a statement of the amount and type of equipment and personnel requested, and shall specify the location to which the equipment and personnel are to be dispatched. The responding entity may request such information from the requesting entity as is necessary to confirm the emergency situation and to assess the types and amounts of assistance that shall be provided.

- 4) During an emergency situation, all personnel from responding entity shall report to and shall work under the direction of the designated incident commander/unified command. Personnel from either the requesting or the assisting entity may receive supervision from any command personnel from the combined participating entities if authorized by the incident commander or designee in the incident command structure. Tactical teams (e.g. bomb disposal, canine, and special weapons) shall operate under the direction of their tactical commander once they are authorized to undertake assignments.
- 5) Pursuant N.D.C.C. § 44-08-20, N.D.C.C. § 37-17.1-14 and N.D.C.C. § 12-63-03 sub 2 peace officers employed by parties named herein and acting pursuant to this agreement shall have the full and complete authority of a peace officer in any of the jurisdictions named herein.
- 6) In any emergency situation in which the mutual aid agreement has been invoked, radio communications will be established between the entities, where possible, through the use of the local public mutual aid radio system or utilization of the statewide frequency management interoperability plan.
- 7) Assisting entity personnel and equipment shall be released by the requesting entity when the resources are no longer needed. The assisting entity may also withdraw its personnel and equipment when deemed to be in the best interest of the assisting entity and following notice provided to the requesting entity of the intended action. The assisting entity may withdraw resources if it determines response conditions are beyond acceptable risk. There will be no liability for withdrawal placed on or transferred to the assisting entity.
- 8) The requesting entities agree to reimburse assisting entities for actual costs of personnel, equipment, facilities, and related resources used during the period of assistance unless mutually accepted costs associated with these resources have been pre-identified in addendum to this agreement. The providing jurisdiction and or discipline may waive all or any part of the payment for costs at its sole discretion depending on the size of the mutual aid package and the length of the deployment. Funding sources associated with this agreement may include any or all combinations of federal, state, local, and private funding. Signatories understand that federal reimbursement, as a result of declared disasters or emergencies, is contingent upon policy and practice. If participating jurisdictions routinely waive response costs, such costs normally acceptable for federal reimbursement will be ineligible. All reimbursement will be based upon proper documentation, accountings, inventories, receipts, and other evidence of expenses provided by the responding entity.
- 9) Any lending of a facility pursuant to this agreement is subject to the following conditions:
 - (a) Any request for aid hereunder shall include a statement of the amount of work space requested and type of support systems desired. This will be dependent on availability of resources.
 - (b) The host agency will provide oversight of requesting agency's technical experts tasked to establish and maintain information technology operating and communications systems.
 - (c) Requesting entity will not connect, disconnect, or otherwise modify any information technology operating or communications system without the expressed permission of host agency staff.
 - (d) Requesting entity shall vacate the facility when the facility no longer is operationally required by the requesting agency or the facility becomes operationally required by the host agency. The host agency shall provide notice to the requesting agency for the return of the facility.
 - (e) Requesting entity shall return facility to host agency in like condition as when requesting agency first occupied the workspace.
- 10) Liability, Workers' Compensation, Property Damage.
 - a) **Workers' Compensation Coverage:** Each member political subdivision will be responsible for its own actions and those of its employees and is responsible for complying with the rules established within the State of residence of the entity. Coverage under this Act may be obtained (1) by a policy with an insurance company licensed to do business in the State of residence of the political subdivision (2) by being a qualified self-insured,

or (3) by being a member of a group self-insurance association. Each member political subdivision should understand that workers' compensation coverage does not automatically extend to volunteers. Each political subdivision may obtain workers' compensation coverage for any volunteer at the political subdivision's discretion. Workers' compensation coverage for certain volunteers (e.g., volunteer fire fighters, volunteer lifesaving or volunteer rescue squad members, volunteer law enforcement chaplains, auxiliary or reserve police, auxiliary or reserve deputy sheriffs, volunteer emergency medical technicians, and members of volunteer search and rescue organizations) may be obtained by adding this exposure to the locality's workers compensation coverage. As an alternative, the individual volunteer department or person may obtain workers' compensation insurance coverage for this exposure.

b) Automobile Liability Coverage: Each member political subdivision is responsible for its own actions and is responsible for complying with the motor vehicle financial responsibility laws of the state of residence of the political subdivision. Coverage under these laws may be obtained (1) by a policy with an insurance company licensed to do business in the state of residence of the political subdivision, (2) by being a qualified self-insured, or (3) by being a member of a group self-insurance association. Each member locality agrees to obtain automobile liability coverage with at least a \$250,000.00 per person and \$500,000.00 per occurrence limit and coverage extended to owned, non-owned, and hired vehicles. It is understood that the member political subdivision may include in the emergency response volunteer companies that have motor vehicles titled in the name of the volunteer company. It is the responsibility of the member political subdivision to determine if the volunteer company has automobile liability coverage as outlined in this section. This provision is met by being a qualified self-insured or by being a member of a group self-insurance association.

c) General Liability, Public Officials Liability, and Law Enforcement Liability:

- (1) Each member political subdivision is responsible for its own actions.
- (2) For the purposes of North Dakota Century Code (NDCC 32-12.1 Governmental Liability) only, the employees and officers of the assisting entity are deemed to be employees of the requesting entity.
- (3) Under no circumstance, however, shall a party be required to pay on behalf of itself and other parties, any amounts in excess of the limits on liability established in NDCC 32-12.1, applicable to any one party. The limits of liability for some or all of the parties may not be added together to determine the maximum amount of liability for any party.

11) On a regular basis, each party shall develop and update a plan providing for effective mobilization of resources and facilities.

12) Interagency assistance plans may be developed and updated on a regular basis by the parties hereto and are operative between the parties in accordance with the provisions of such plans. In addition to the emergency response plans set forth in this agreement, the parties herein may develop and implement memorandums of agreement relating to additional assistance on a routine non-emergency basis.

13) The parties agree to meet on a regular basis to review interagency assistance plans and the provisions of this Agreement.

14) Nothing within this agreement shall prevent any of the parties herein from entering into similar agreements with any other entity.


15) This Agreement shall become effective when approved and executed by the appropriate political subdivision of each party to this Agreement. The Agreement shall remain in effect between each and every party until participation in this

Agreement is terminated by the party. Termination of participation in this Agreement by a response entity shall not affect the continued operation of this Agreement between and among the remaining parties. Any party to this Agreement may terminate participation in this Agreement upon thirty days written notice addressed to the designated public official of each of the other signatory political subdivisions that are parties to this Agreement. This Agreement is binding on future political subdivisions boards and commissions and participating response entities unless affirmative measures have been taken to terminate the Agreement as defined herein.

16) The execution of this Agreement shall not give rise to any liability or responsibility for failure to respond to any request for assistance made pursuant to this Agreement. This Agreement shall not be construed as or deemed to be an Agreement for the benefit of any third party or parties, and no third party or parties shall have any right of action whatsoever hereunder for any cause whatsoever.

In witness whereof, this Agreement has been executed and approved and is effective and operative as to each of the parties as herein provided.

FOSTER COUNTY
Jurisdiction/ Organization



Andrew C. KIRKING
Name

Date: **8 JUL 24**

Attest:



Jurisdiction/ Organization

Name

Date: _____

Attest:

Addendum to the Mutual Aid Agreement between Foster County and Cass County, specific to the use of the Cass County Sheriff's Department air boat team deployed to the Bordulac Train Derailment incident:

It is understood that the fan-propelled air boat requested by Foster County and supplied by Cass County will not be utilized for its intended use. It is further understood that unconventional use may cause undue strain on the equipment. It is also understood that possible damage will need to be evaluated and possibly repaired at the manufacturer in Florida. Foster County understands that it may be held liable for transportation and inspection/repair costs.



Highway Department

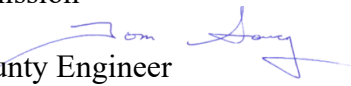
Telephone: 701-298-2370

Fax: 701-298-2395

SMB-HWY@casscountynd.gov

MEMORANDUM

TO: Cass County Commission

FROM: Thomas Soucy, County Engineer 

DATE: July 10, 2024

SUBJECT: Consent Agenda Item for July 15, 2024 Commission Meeting: Project CB2604 - C31 13/14 Harwood Twp - Bridge Over Sheyenne River – Preliminary Design & Soil Testing

Attached are the contract documents for Houston Engineering, Inc. for Preliminary Design and Braun Intertec Corporation for Soil Testing for the reconstruction of the Cass County 31 Bridge over the Sheyenne River. This bridge was recently closed due to accelerated bridge movement over the last year. Cass County has begun an accelerated process to try and get this structure replaced as soon as possible due to its importance. The Preliminary Design and Soil Testing are necessary to understand what is making the current bridge move to give the county options of ways to move forward with new design and the possibility of temporary fixes to reopen bridge sooner while design commences. Estimated costs for this work is \$38,714.00 (Preliminary Design) & \$77,366.00 (Soil Testing).

SUGGESTED MOTION: AUTHORIZE CHAIRPERSON TO SIGN CONTRACT DOCUMENTS WITH HOUSTON ENGINEERING, INC. FOR THE PRELIMINARY DESIGN AND BRAUN INTERTEC CORPORATION FOR SOIL TESTING FOR THE BRIDGE STATED ABOVE SUBJECT TO STATE'S ATTORNEYS APPROVAL.

J:\Admin-Eng\Commission Corrsp\2024 Commission Correspondence\C31 Bridge Soil & Prelim Design\Agenda Memo Houston & Bruan C31 Prelim Design & Soil Testing 070924.docx

CONTRACT APPROVAL REQUEST

COMPANY REQUESTING CONTRACT:

Houston Engineering, Inc., 1401 21st Ave N, Fargo, ND 58102

DATE OF REQUEST: July 10, 2024

DATE OF EXPECTED RETURN TO THE COMMISSION OFFICE: July 15, 2024

DEPARTMENT HEAD REQUESTING SIGNATURE: **Thomas Soucy, 701-298-2374**



STATE'S ATTORNEY SIGNATURE: _____

STATE'S ATTORNEY COMMENTS: _____

PORTFOLIO COMMISSIONER SIGNATURE: _____

Attached are the contract documents for Houston Engineering, Inc. for Preliminary Design and Braun Intertec Corporation for Soil Testing for the reconstruction of the Cass County 31 Bridge over the Sheyenne River. This bridge was recently closed due to accelerated bridge movement over the last year. Cass County has begun an accelerated process to try and get this structure replaced as soon as possible due to its importance. The Preliminary Design and Soil Testing are necessary to understand what is making the current bridge move to give the county options of ways to move forward with new design and the possibility of temporary fixes to reopen bridge sooner while design commences. Estimated costs for this work is \$38,714.00 (Preliminary Design) & \$77,366.00 (Soil Testing).

SUGGESTED MOTION: AUTHORIZE CHAIRPERSON TO SIGN CONTRACT DOCUMENTS WITH HOUSTON ENGINEERING, INC. FOR THE PRELIMINARY DESIGN AND BRAUN INTERTEC CORPORATION FOR SOIL TESTING FOR THE BRIDGE STATED ABOVE SUBJECT TO STATE'S ATTORNEYS APPROVAL.

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CASS COUNTY GOVERNMENT ENGINEERING SERVICES AGREEMENT

Project Numbers and Locations: CB2604 – C31 13/14 Harwood Twp – Sheyenne River Bridge

Type of Project: Bridge Design

Type of Construction: Preliminary Engineering

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

I.

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

II.

The County will pay the Engineer as follows:

- A. Maximum Payment: The total contract cost not to exceed \$38,714.00 unless changed according to Section VI.

III.

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

IV.

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

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

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

V.

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

VI.

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

VII.

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

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

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

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

VIII.

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

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

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

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

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

IX.

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

X.

The Engineer shall obtain all risk record protection insurance to cover the loss of all survey notes or all other records or data obtained in connection with the work.

XI.

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

ATTESTED:

COUNTY OF CASS

County Finance Director

Chairperson, Board of County Commissioners

Date

Jeremy L. McLaughlin, Houston Engineering, Inc.

Date

CONTRACT APPROVAL REQUEST

COMPANY REQUESTING CONTRACT:

Braun Intertec Corporation, PO Box 485, West Fargo, ND 58078

DATE OF REQUEST: July 10, 2024

DATE OF EXPECTED RETURN TO THE COMMISSION OFFICE: July 15, 2024

DEPARTMENT HEAD REQUESTING SIGNATURE: **Thomas Soucy, 701-298-2374**



STATE'S ATTORNEY SIGNATURE: _____

STATE'S ATTORNEY COMMENTS: _____

PORTFOLIO COMMISSIONER SIGNATURE: _____

Attached are the contract documents for Houston Engineering, Inc. for Preliminary Design and Braun Intertec Corporation for Soil Testing for the reconstruction of the Cass County 31 Bridge over the Sheyenne River. This bridge was recently closed due to accelerated bridge movement over the last year. Cass County has begun an accelerated process to try and get this structure replaced as soon as possible due to its importance. The Preliminary Design and Soil Testing are necessary to understand what is making the current bridge move to give the county options of ways to move forward with new design and the possibility of temporary fixes to reopen bridge sooner while design commences. Estimated costs for this work is \$38,714.00 (Preliminary Design) & \$77,366.00 (Soil Testing).

SUGGESTED MOTION: AUTHORIZE CHAIRPERSON TO SIGN CONTRACT DOCUMENTS WITH HOUSTON ENGINEERING, INC. FOR THE PRELIMINARY DESIGN AND BRAUN INTERTEC CORPORATION FOR SOIL TESTING FOR THE BRIDGE STATED ABOVE SUBJECT TO STATE'S ATTORNEYS APPROVAL.

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CASS COUNTY GOVERNMENT ENGINEERING SERVICES AGREEMENT

Project Numbers and Locations: CB2604 – C31 13/14 Harwood Twp – Sheyenne River Bridge

Type of Project: Bridge Design

Type of Construction: Soil Testing

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

I.

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

II.

The County will pay the Engineer as follows:

A. Maximum Payment: The total contract cost not to exceed \$77,366.00 unless changed according to Section VI.

III.

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

IV.

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

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

The files and records shall be available in the Engineer’s office located at Braun Intertec Corporation.

V.

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

VI.

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

VII.

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

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

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

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

VIII.

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

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

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

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

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

IX.

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

X.

The Engineer shall obtain all risk record protection insurance to cover the loss of all survey notes or all other records or data obtained in connection with the work.

XI.

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

ATTESTED:

COUNTY OF CASS

County Finance Director

Chairperson, Board of County Commissioners

Date

Nathan L. McKinney, Braun Intertec Corporation

Date