

AMENDED ITEMS—JULY 15, 2013

CONSENT AGENDA:

e. Contract approval

SUGGESTED MOTION:

Move to authorize the chairman to sign the following contract(s) submitted by respective department head(s), subject to state's attorney approval:

- Lexipol, LLC—professional services agreement for law enforcement policy manual for the Cass County Sheriff's Office.

REGULAR AGENDA:

1b. Contract for flood repairs to Cass County Highway 4

SUGGESTED MOTION:

Move to authorize the chairman to sign a contract with Adelman Concrete & Excavating, Inc. for flood repairs to Cass County Highway 4 near Argusville.



Office of the Sheriff

Paul D. Laney, Sheriff

July 10, 2013

RECEIVED

JUL 12 2013

CASS COUNTY COMMISSION

Chad Peterson, Portfolio Commissioner
Cass County Commission
Cass County Courthouse
Fargo, ND 58103

Re: Lexipol Policy Manual

Action Requested

Chairman Vern Bennett:

The Lexipol Law Enforcement Policy Manual is based on federal and state laws, regulations, and law enforcement best practices. The policy manual is written by legal and law enforcement professionals who constantly monitor major court decisions, legislation and emerging trends affecting law enforcement operations. Lexipol provides regular updates in response to legislative mandates, case law, and the evolution of law enforcement best practices.

The cost for the purchase of the manual was included in the Cass County Sheriff's Office 2013 budget.

A copy of the agreement has been provided to our States Attorney for his review.

Move to authorize the chairman to sign the Professional Services Agreement with Lexipol LLC, for the purchase of the Cass County Sheriff's Office Policy Manual.

Should you have any questions, please contact our office.

Sincerely,

Captain Michele D. Harmon
Administration/Court Services Division

Cass County Sheriff
211 9 St. S.
PO Box 488
Fargo, ND 58107-0488
Phone: 701-241-5800
Fax: 701-241-5805

Cass County Jail
450 34 St. S.
Fargo, ND 58103-2229
Phone: 701-271-2900
Fax: 701-271-2967

Cass County Detention
450 34 St. S.
Fargo, ND 58103-2229
Phone: 701-241-5845
Fax: 701-241-5936

Agency is purchasing the following service(s):

POLICY MANUAL SUBSCRIPTIONS:	
Law Enforcement Policy Manual	<input checked="" type="checkbox"/>
Custody Policy Manual	<input type="checkbox"/>
Fire Policy Manual – includes DTBs	<input type="checkbox"/>

TRAINING SUBSCRIPTIONS:	
Law Enforcement Daily Training Bulletins (DTB)	<input checked="" type="checkbox"/>
Custody Daily Training Bulletins (CDTB)	<input type="checkbox"/>
National Daily Training Bulletins (NDTB)	<input type="checkbox"/>

Please complete all fields and place N/A where applicable.

(Chief/Sheriff Name) (Title) (Chief/Sheriff Email) (Chief/Sheriff Direct Phone)

Paul D. Laney Sheriff laneyp@casscountynynd.gov 701-241-5810

(Custody Facility Manager Name) (Title) (Custody Fac. Mgr Email) (Custody Fac. Mgr Direct Phone)

Judy Tollefson Captain tollefonj@casscountynynd.gov 701-271-2958

(Name of Agency as you want it to appear on the manual)

Cass County Sheriff's Office Policy Manual

(Agency Street Address) (City) (State) (Zip Code) (County)

211 9th st. S. Fargo ND 58103 Cass

(Custody Street Address – If different) (City) (State) (Zip Code) (County)

450 34th st. S. Fargo ND 58103 Cass

(Billing Address if different from above) (City) (State) (Zip Code)

(Agency Phone) (Fax) (Email)

701-241-5800 701-241-5805

(Risk Management Group/Insurance Pool) (Accreditation Agency)

North Dakota Insurance Reserve Fund

(No. of Authorized Sworn Officers) (If Custody – No. of Beds) (Agency Fiscal Year End) (Agency Website)

94 12-31-2013

(Policy Primary User Full Name) (Title) (Policy Primary User Phone) (Policy Primary User Email)

Michele Harmon Captain 701-241-5840 harmonm@casscountynynd.gov

(Custody Primary User Full Name) (Title) (Custody Primary User Phone) (Custody Primary User Email)

Andrew Frobig Lt. 701-271-2915 frobiga@casscountynynd.gov

(Policy Unique User ID number for system access; 2-5 digits i.e. badge number, employee number)

3505

(Custody Unique User ID number for system access; 2-5 digits i.e. badge number, employee number)

3506

The subscription agreement is authorized and approved by:

(Name of Authorized Signer) (Title) (Email, Authorized Signer) (Phone, Authorized Signer)

Vern Bennett, Chairman Cass County Commission bennettv@casscountynynd.gov 701-241-5609

Authorized Agency Signature Date

Please return all five (5) pages via fax, email or send to:

Fax: 949.484.4443 - **Email:** contracts@lexipol.com

Send: Lexipol LLC, 6B Liberty, Suite 200, Aliso Viejo, CA 92656



Lexipol LLC
6B Liberty #200
Aliso Viejo, CA 92656
Tel: 949-484-4444
Fax: 949-484-4443

NORTH DAKOTA
TERMS AND CONDITIONS FOR USE OF SUBSCRIPTION MATERIAL

I. ACCEPTANCE OF TERMS

The services that Lexipol, LLC, a Delaware Limited Liability Company (hereinafter "Lexipol"), provides to Agency, Customer, User, Purchaser are subject to the following Terms and Conditions of Use. These Terms and Conditions are valid through the subscription period of one year. Lexipol reserves the right to update/change the Terms and Conditions of Use on the renewal date of the subscription agreement period whereas those updates/changes on the Terms and Conditions of Use will be valid for the new subscription period. This document represents the most current version of the Terms and Conditions of Use. Any changes or updates can be reviewed by clicking on the "Terms and Conditions of Use" hypertext link located on Lexipol's Forum page once Agency becomes a subscriber. AGENCY MUST AGREE WITH THESE TERMS AND CONDITIONS OF USE BEFORE AGENCY CAN USE THIS ONLINE PLATFORM.

II. DESCRIPTION OF SERVICES

Through Lexipol's online platform, Lexipol provides Agency with access to the Lexipol Knowledge Management System. Lexipol provides numerous subscriptions to this system, each with varying services depending on the level of subscription. The Agency is subscribing to the services indicated on the data page included on the last page of this agreement.

III. MEMBER ACCOUNT, PASSWORD AND SECURITY

If any of the Services provided to Agency by this online platform requires Agency to open an account, Agency must complete the registration process by providing Lexipol with current, complete and accurate information as prompted by the applicable registration form. Agency will also be able to change the user name and password on the account after initial login. Agency is entirely responsible for maintaining the confidentiality of Agency's password and account. Agency is entirely responsible for any and all activities that occur under Agency's account. Agency agrees to notify Lexipol immediately of any unauthorized use of Agency's account or any other breach of security.

Agency may not use any other Agency's account at any time, as Agency's password and user name are for the purchaser's sole use. Purchasers of content through this online platform are not permitted to share, distribute, sell, or otherwise transfer their password to other individuals. Significant or unusual use of a single user name and password (including, but not limited to, significant use of a single user name and password on multiple computers) could result in suspension of that password.

Neither Agency nor its administrators or users may permit use of user names and passwords by third parties. Neither Agency nor its users may provide access to any of the services to any third party, or any other user not authorized to access services provided pursuant to this agreement. Agency Administrator may be granted administrator passwords permitting access to Lexipol Forum Pages, Release Notes and Guide Sheets; Agency Administrators may not permit use of administrator user names and administrator passwords by any other user.

Agency, administrators and users are responsible for maintaining the confidentiality of user names and passwords assigned to them and for restricting access to Lexipol services by unauthorized users. Unauthorized use of user names and passwords could result in suspension of access to Lexipol services.

IV. NOTICES

Any notice to be given to the parties shall be sent to Lexipol at the address above or if to the Agency to the contact person registered as the authorized signer.

V. PAYMENT TERMS

Agency agrees to pay the current fees for all services purchased using Agency's user name and password. All services are payable in full within thirty (30) days from invoice date. Any amounts past sixty (60) days from due date shall accrue interest at one (1%) percent per month for past due accounts. Invoices are sent thirty (30) days previous to the subscription start date and anniversary date thereafter. All payments are applied to the oldest balance.

VI. PRIVACY POLICY

Lexipol shall keep all information Agency provides confidential and private unless required to provide information in accordance with an order from a court of competent jurisdiction. Agency acknowledges Lexipol may provide view only access and summary information to the Agency's affiliated Risk Management Authority, Insurance Pool or Group if they have provided an economic subsidy. Because security is important to Lexipol and our users, Lexipol will always make reasonable efforts to ensure the security of Lexipol's systems. Lexipol employs security systems to protect the information Lexipol receives from Agency's users. The Lexipol Policy online platform uses Secure Socket Layer (SSL) Protocol for browsers supported by Lexipol application(s). SSL encrypts information as it travels between customer and Lexipol. Please be aware that Internet data transmission is not always 100% secure and Lexipol cannot warrant that information Agency transmits utilizing Lexipol's Service or online platform is 100% secure.

VII. APPLICATION OF LAW AND JURISDICTION

Agency agrees that any claim, action, or proceeding arising out of these Terms and Conditions of Use, or Agency's use of the online platform, shall be governed by and construed in accordance with the laws of the State of North Dakota applicable to contracts to be wholly performed therein, and any action based on or alleging a breach of this Agreement must be brought in a state or federal court in North Dakota. This Agreement shall be governed and interpreted pursuant to the laws of the State of North Dakota, United States of America, notwithstanding any principles of conflicts of law.

VIII. INDEMNIFICATION

Agency understands that Lexipol and its agents, employees and representatives have developed policy guidelines and content in a good faith effort to comply with all applicable statutes, case law and industry standards in effect at the time such policies were approved and adopted by Agency. Agency acknowledges that Lexipol shall not be responsible for updating these policies to adhere to subsequent changes in the law or other conditions and those changes and updates will only be provided by Lexipol as a part of an annual subscription. While Lexipol has made a good faith effort to develop all policies and training in accordance with existing law and standards, Agency acknowledges that neither Lexipol nor any of its agents, attorneys, employees or representatives are obligated to provide legal representation, defense, or indemnification for any litigation in which said policies are subject to challenge.

To the fullest extent permissible under applicable law, and except as otherwise herein, Lexipol and/or other persons creating or transmitting the information and the service will in no event be liable to Agency or anyone else for any direct, indirect, consequential, incidental, special, exemplary, or punitive damages for the information, even if Lexipol or other persons creating or transmitting the information or the service shall have been advised of the possibility of such damages. To the fullest extent permitted by law, Lexipol or other persons creating or transmitting the service and the information shall have no responsibility or liability to Agency or anyone else under any tort, contract, negligence, strict liability, products liability or other theory with respect to any subject matter of this agreement or terms and conditions of use thereto with the exception of liability resulting from a finding of gross negligence, and/or willful and wanton conduct of Lexipol.

IX. COPYRIGHT

Agency expressly acknowledges and agrees that each and every policy provided by Lexipol including, but not limited to, all updates, revisions to Lexipol content, Supplemental Policy Publications and/or Procedure Manuals, and Daily Training Bulletins are expressly created for Agency's exclusive use. Agency further agrees that Lexipol owns the copyright to all content created by Lexipol which is incorporated into Policy Manual(s), content created by Lexipol which is incorporated into Supplemental Policy Publications and/or Procedure Manuals, Policy and/or Procedure update content and Daily Training Bulletins (hereinafter "Lexipol Content"). Agency further agrees that any content within an Agency Policy Manual prepared by Agency, based in whole or in part on content created by Lexipol, or based on any Supplemental Policy Publications and/or Procedure Manuals, and Daily Training Bulletins copyrighted by Lexipol shall be derivative works subject to the copyright of Lexipol.

Agency may not copy, republish, lend, modify, distribute, post on servers, transmit, redistribute, display, in whole or in part, by any means electronic or mechanical, or by any information storage and retrieval system, for commercial purposes, any Lexipol Content or derivative works thereof.

Agency may not copy, republish, lend, modify, distribute, post on servers, transmit, redistribute, display, in whole or in part, by any means electronic or mechanical, or by any information storage and retrieval system, to any third party agency or company, regardless of commercial purpose or compensation, any Lexipol Content or derivative works thereof.

Agency may not copy, republish, lend, modify, distribute, post on servers, transmit, redistribute, display, in whole or in part, by any means electronic or mechanical, or by any information storage and retrieval system, to any third party which provides services comparable to the services provided under this agreement in competition with Lexipol, regardless of commercial purpose or compensation, any Lexipol Content or derivative works thereof.

Agency may not copy, republish, lend, modify, distribute, post on servers, transmit, redistribute, display, in whole or in part, by any means electronic or mechanical, or by any information storage and retrieval system, to effect importation into any third party Knowledge/Content Management Service which provides services comparable to the services provided under this agreement in competition with Lexipol, regardless of commercial purpose or compensation, any Lexipol Content or derivative works thereof.

Nothing in this statement is intended to prohibit or restrict Agency from access and reproduction for department functions and providing any policies contained within the Policy Manual(s) pursuant to and authorized by a request under the Public Records Act, pursuant to Court order or any other lawful process. Nor is there intent to restrict Agency from use of any content created independently by agency and included in Lexipol's knowledge management systems.

The Lexipol Forum Pages, Release Notes and Guide Sheets, (which are provided under the Policy Manual Subscription) are copyrighted by Lexipol. Agency may not copy, republish, lend, modify,

North Dakota 7-1-2013 V 05.13.13

distribute, post on servers, transmit, redistribute, display, in whole or in part, by any means electronic or mechanical, or by any information storage and retrieval system, the contents of Lexipol Forum Pages, Release Notes and Guide Sheets to any third party for any purpose without prior written permission of Lexipol.

Agency is hereby given permission by Lexipol to reproduce any or all of the contents of Policy Manual(s), Supplemental Policy Publications and/or Procedure Manuals, Policy and/or Procedure update content and Daily Training Bulletins for its internal use. Agency is hereby given permission by Lexipol to prepare derivative works based on any or all of the contents of Policy Manual(s), Supplemental Policy Publications and/or Procedure Manuals, Policy and/or Procedure update content and Daily Training Bulletins for its internal use.

Subject to the provisions of this Section IX, Agency shall have a perpetual right and license to use all materials provided by Lexipol for internal use under this Agreement, and all derivative works based on such materials.

X. DISCLAIMER OF WARRANTIES

The service and all information is provided "as is" without warranties, express or implied, or representations of any kind whatsoever. There shall be no warranties of merchantability, fitness for a particular use, non-infringement of proprietary rights, enjoyment of the information or service, system integration, or accuracy of the information. To the fullest extent permitted by law, Lexipol disclaims any warranties for the security, reliability, timeliness, and performance of the information and the service. The entire risk as to satisfactory quality, performance, accuracy and effort is with Agency.

Some jurisdictions do not allow the disclaimer of implied warranties. In such jurisdictions, the foregoing disclaimers may not apply to Agency insofar as they relate to implied warranties. In those jurisdictions Lexipol shall use its best efforts, including industry standards of care, to insure satisfactory quality, performance and accuracy.

XI. NON-WAIVER AND SEVERABILITY

Lexipol's failure to exercise any right or provision of this Agreement shall not constitute a waiver of such right or provision. If a court of competent jurisdiction holds any provision of this Agreement to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and agree that the other provisions of this Agreement remain in full force and effect.

XII. POLICY ADOPTION

The Agency hereby agrees and certifies that any and all policies developed and provided by Lexipol and its agents, employees and representatives have been individually reviewed, customized and adopted for the exclusive use of the Agency. It is further acknowledged and agreed that Lexipol and its agents, employees and representatives shall not be considered "policy makers" in any legal or other sense and that, upon acceptance of the policy manual(s) and execution of this Agreement, the chief executive of the Agency for all purposes be considered the "policy maker" with regard to each and every policy contained in said manual.

XIII. TERMINATION

This Subscription Agreement may be terminated at the annual anniversary date of the subscription period by written notice to the other party at least 30 days preceding the subscription anniversary date.



RECEIVED

JUL 12 2013

MEMORANDUM

CASS COUNTY COMMISSION

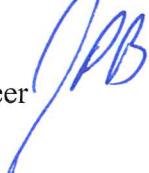
**Highway
Department**

Jason Benson, P.E.
County Engineer

Richard S. Sieg
Superintendent

Thomas B. Soucy, P.E.
Design and Construction
Engineer

TO: Cass County Commission

FROM: Jason Benson, Cass County Engineer 

DATE: July 11, 2013

SUBJECT: Consent Agenda Item for July 15, 2013 Commission Meeting: Flood Repair on Cass County Highway 4

Attached is the contract documents with Adelman Concrete & Excavating, Inc. for Flood Repair and items not covered under the grading contract of Riley Bros., Inc. on Cass County Highway 4 near Argusville, from Cass County Highway 11 East 7 miles to Drain 13. \$500,000 was budgeted for in 2012 for any remaining items and potential flood damages that would need to be completed.

SUGGESTED MOTION: Authorize Chair to sign the contract and contract bond documents.

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

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

CONTRACT APPROVAL REQUEST

COMPANY REQUESTING CONTRACT: Adelman Concrete & Excavating, Inc.,
1168 Center Street, West Fargo, ND 58078

DATE OF REQUEST: July 11, 2013

DATE OF EXPECTED RETURN
TO THE COMMISSION OFFICE:
July 15, 2013

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

STATES ATTORNEY SIGNATURE: _____

STATES ATTORNEY COMMENTS: _____

PORTFOLIO COMMISSIONER SIGNATURE:

NOTE: Requests for quotes for flood repairs on Cass County Highway 4 – from Cass County Highway 11 East 7.143 miles to Cass County Drain 13 Cass County, North Dakota. Quotes were opened on July 11, 2013. The Engineers estimate was \$182,328.31. The quotes are as follows:

- | | |
|--|--------------|
| 1. Adelman Concrete & Excavating, Inc. | \$271,572.50 |
| 2. Gladen Construction, Inc. | \$294,278.76 |
| 3. Industrial Builders, Inc. | \$333,548.50 |

SUGGESTED MOTION: AUTHORIZE CHAIRMAN TO SIGN CONTRACT WITH ADELMAN CONCRETE & EXCAVATING, INC. FOR CASS COUNTY HIGHWAY 4 FLOOD REPAIR.

**CASS COUNTY HIGHWAY DEPARTMENT
CONTRACT**

This agreement made and entered into by Cass County, North Dakota, party of the first part, and Adelman Concrete & Excavating, Inc., 1168 Center Street, West Fargo, ND 58078 party of the second part (hereinafter called Contractor), WITNESSETH:

1. That for and in consideration of the payments to be made by the party of the first part, the contractor promises and agrees to furnish and deliver all labor, equipment, and materials, and to pay or cause to be paid as they become due, all claims for any work, labor, materials, equipment, including equipment rental or repair, and other supplies or insurance premiums, all of which are attributable to or utilized in and about the improvement and construction of Project CH1001 Flood Repair. In accordance and in conformity with the provisions of this contract, the project proposal, the standard specification, supplemental specifications, special provisions, and all of which are hereby made a part of this agreement as fully and to the same effect as if the same had been set forth in the body of this agreement. References in the Standard Specifications for Road and Bridge Construction, 2008 edition, to the North Dakota Department of Transportation or Department must be construed as referring to the owner. Likewise, a reference by the same works to engineer or director must be construed as referring to the owner of the project.

2. The party of the first part agrees and promises to pay to the Contractor for said work, when completed and accepted in accordance with the provisions of this contract, the price set forth in the said proposal, amounting approximately to Two Hundred Seventy One Thousand, Five Hundred Seventy Two and 50/100 (\$271,572.50) payments to be made as provided in said specifications upon presentation of the proper certificates of the County Engineer, or his representatives, and under the terms of this contract.

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

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

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

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

IN WITNESS THEREOF, the parties to this contract have set their hands and seal this _____ day of _____ 2013.

CASS COUNTY NORTH DAKOTA

Chairman, Cass County Board of Commissioners

Contractor

WITNESS TO CONTRACTOR'S SIGNATURE

By _____

Title _____

**Cass County Highway Department
Contract Bond**

Project No. CH1001 Flood Repair

KNOW ALL MEN BY THESE PRESENTS, that we Adelman Concrete & Excavating, Inc., 1168 Center Street, West Fargo, ND 58078 as principal, and _____

NAME AND ADDRESS OF SURETY

as surety, are held and firmly bound unto Cass County, North Dakota, as owner in the penal sum of Two Hundred Seventy One Thousand, Five Hundred Seventy Two and 50/100 (\$271,572.50) for the use of the owner and also for the use of any person having any lawful claim against the principal or any subcontractor on account of labor or supplies or materials as set forth in the conditions hereof; for the payment of which well and truly to be made we jointly and severally bind ourselves, and each of our heirs, executors, administrators, and successors, firmly by these presents.

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

CH1001 Flood Repair on Cass 4 from Cass County Highway 11 East 7.143 miles to Cass County Drain 13 in Cass County, North Dakota, which contract and incorporated plans and specifications are by this reference made a part hereof, and are hereinafter referred to as the contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS THAT if the principal shall: (1) perform all the terms, covenants and conditions of said contract; (2) protect the owner against any loss or damage from any cause arising out of said contract; (3) pay or cause to be paid all bills and claims against the principal or any subcontractor on account of labor or services performed and all materials, equipment or supplies furnished, whether directly or indirectly arising out of the performance of said contract; (4) pay all insurance premiums and all items for which payment under the terms of the contract is to be made or guaranteed by the principal; (5) have made or will make, prior to the commencement of any work by the principal or any subcontractor under such contract, full and true report to the Worker's Compensation Bureau of the payroll expenditures for the employees to be engaged in such work, and that the principal has paid, or will pay, the premium thereon prior to the commencement of such work; (6) pay or cause to be paid all contributions due to the Unemployment Compensation Division; and (7) pay or cause to be paid any and all taxes that may be assessed or levied or to be a charge against such contractor or any subcontractor under such contract by the state or any of its subdivisions; then this obligation shall be null and void; otherwise it will remain in full force and effect.

And the said surety hereby stipulates and agrees that any change, extension, alteration, deduction or addition, with or without notice to the surety, in or to the terms of said contract or the plans or the specifications accompanying the same as provided for therein, shall not in anywise affect the obligation and liability of said surety on this bond.

SIGNED and SEALED this _____ day of _____ 2013.

PRINCIPAL

(SEAL OF PRINCIPAL)

By: _____

Title: _____

SURETY

COMPLETE MAILING ADDRESS

(SEAL OF SURETY)

By: _____

Title: _____

COMPLETE MAILING ADDRESS

IMPORTANT NOTICE

An individual doing business under a firm name must give both names, and the individual shall designate himself as sole owner.

If a partnership, so state, and at least one member of such partnership must sign.

If a corporation, the full corporate name must be used and the execution must be by an officer of the corporation.

Any other person executing for the principal or surety must attach a power of attorney.

**NOTICE TO SURETY
Section 26.1-03-01, N.D.C.C. Provides:**

"Limitation on risks acceptable by company. An insurance company transacting an insurance business in this state may not expose itself to loss on any one risk or hazard to an amount exceeding ten percent of its paid-up capital and surplus if a stock company, or ten percent of its surplus if a mutual company, unless the excess is reinsured."

If excess reinsurance agreements are required on this bond, an affidavit executed by an officer of the surety shall be attached, stating that such reinsurance agreements have been entered into and are in effect at the time the bond is executed, giving the name and address of all companies with whom such agreements have been entered, and that copies of such reinsurance agreements will be furnished to the North Dakota commissioner of insurance.

ACKNOWLEDGMENT OF PRINCIPAL

State of _____

ss.

County of _____

On this _____ day of _____ 2013, before me a notary public in and for the state of _____, personally appeared _____, known to me to be _____ (title) of the principal described in the within instrument and who executed the same and acknowledged to me that the same was executed for and on behalf of said principal.

Notary Public, State of _____

(Notary Public must print or type name here.)

(NOTARY SEAL)

My Commission expires _____

ACKNOWLEDGMENT OF SURETY

State of _____

ss.

County of _____

On this _____ day of _____ 2013, before me a notary public in and for the state of _____, personally appeared _____, known to me to be _____ (title) of the surety described in the within instrument and who executed the same and acknowledged to me that the same was executed for and on behalf of said surety.

Notary Public, State of _____

(Notary Public must print or type name here.)

(NOTARY SEAL)

My commission expires _____

Approved as to form this _____ day of _____ 2013.

Cass County States Attorney

Approved by owner this _____ day of _____ 2013.

By _____
Chairman, Cass County Board of Commissioners

ABSTRACT OF BIDS RECEIVED

CASS COUNTY HIGHWAY DEPARTMENT						ENGINEER'S ESTIMATE		ADELMAN CONCRETE & EXCAVATING, INC. 1168 CENTER ST. WEST FARGO, ND 58078	GLADEN CONSTRUCTION, INC 40739 US 71 LAPORTE, MN 56461	INDUSTRIAL BUILDERS, INC. P.O. BOX 406 FARGO, ND 58107-0406			
ITEM	SPEC NO.	CODE	DESCRIPTION	UNIT	APPROX. QUANTITY	UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL
1	103	0100	CONTRACT BOND	LS	1	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,800.00	\$2,800.00	\$2,000.00	\$2,000.00
2	203		COMMON EXCAVATION - WASTE	CY	500	\$10.00	\$5,000.00	\$20.00	\$10,000.00	\$8.00	\$4,000.00	\$5.00	\$2,500.00
3	203	0102	COMMON EXCAVATION - BORROW	CY	1,772	\$15.00	\$26,580.00	\$20.00	\$35,440.00	\$9.50	\$16,834.00	\$40.00	\$70,880.00
4	203	0119	TOPSOIL - IMPORTED	CY	156	\$10.00	\$1,560.00	\$35.00	\$5,460.00	\$25.00	\$3,900.00	\$25.00	\$3,900.00
5	203		DITCH AND SLOPE RESHAPING	SY	205,333	\$0.07	\$14,373.31	\$0.50	\$102,666.50	\$0.72	\$147,839.76	\$0.50	\$102,666.50
6	702	0100	MOBILIZATION	LS	1	\$15,000.00	\$15,000.00	\$5,000.00	\$5,000.00	\$28,000.00	\$28,000.00	\$35,000.00	\$35,000.00
7	704	1100	TRAFFIC CONTROL	LS	1	\$2,000.00	\$2,000.00	\$7,500.00	\$7,500.00	\$10,000.00	\$10,000.00	\$4,000.00	\$4,000.00
8	708	1000	RIPRAP - LOOSE ROCK	CY	559	\$75.00	\$41,925.00	\$70.00	\$39,130.00	\$65.00	\$36,335.00	\$120.00	\$67,080.00
9	708	1430	FIBER ROLLS 12IN	LF	1,140	\$4.00	\$4,560.00	\$4.15	\$4,731.00	\$3.00	\$3,420.00	\$3.10	\$3,534.00
10	708	2280	SEEDING-TYPE B-CL V	ACRE	42.7	\$750.00	\$32,025.00	\$650.00	\$27,755.00	\$600.00	\$25,620.00	\$600.00	\$25,620.00
11	708	5500	MULCHING	ACRE	42.7	\$750.00	\$32,025.00	\$500.00	\$21,350.00	\$300.00	\$12,810.00	\$300.00	\$12,810.00
12	708	5651	ECB TYPE 2	SY	760	\$3.00	\$2,280.00	\$4.00	\$3,040.00	\$2.00	\$1,520.00	\$2.05	\$1,558.00
13	714		PLACE PIPE CORR STEEL 24IN	LS	1	\$2,500.00	\$2,500.00	\$7,000.00	\$7,000.00	\$1,200.00	\$1,200.00	\$2,000.00	\$2,000.00
						TOTAL =	\$182,328.31	TOTAL =	\$271,572.50	TOTAL =	\$294,278.76	TOTAL =	\$333,548.50