



Highway Department

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

MEMORANDUM

TO: Cass County Commission

FROM: Kyle Litchy, County Engineer 

DATE: March 7, 2025

SUBJECT: Consent agenda topic for March 17, 2025, Commission Meeting: 2025 Gravel Supply Bid Results

Bids were opened on February 20, 2025, for the 2025 gravel supply.

<u>Supplier</u>	<u>Price per TON</u>	<u>Location</u>	<u>Hauling Per Mile</u>
Mark Sand & Gravel	\$13.45	Stockpiled at Durbin	
Mark Sand & Gravel	\$7.75	Lisbon Pit	
KRB Gravel, LTD	\$17.60	Stockpiled at Gardner	
KRB Gravel, LTD	\$8.50	Hope Pit	\$0.28
KRB Gravel, LTD	\$16.00	Placed on County Road 1 South	
KRB Gravel, LTD	\$14.00	Placed on County Road 1 North	
Camas Sand & Gravel	\$16.50	Placed on County Road 7	

SUGGESTED MOTION: Move to accept bids from Mark Sand & Gravel Dakota Co., KRB Gravel LTD, and Camas Sand & Gravel for the 2025 gravel supply, to be used in the best interest of Cass County. Attached are the contracts from each supplier.

**CASS COUNTY HIGHWAY DEPARTMENT
CONTRACT**

This agreement made and entered into by Cass County, North Dakota, party of the first part, and **Camas Sand & Gravel, 14376 41st St SE, Wheatland, ND 58079** 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 road repair operations on and adjacent to County and Township Highways within Cass County. The contractor shall furnish Class 13 gravel only and as directed. 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, 2024 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.

- Class 13 gravel at \$16.50 per ton, Placed on County Road 7.

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 _____ 2025.

CASS COUNTY NORTH DAKOTA

Chairperson, Cass County Board of Commissioners

Contractor

WITNESS TO CONTRACTOR'S SIGNATURE

By _____

Title _____

CONTRACT APPROVAL REQUEST

COMPANY REQUESTING CONTRACT:

Camas Sand & Gravel, 14376 41st St SE, Wheatland, ND 58079

DATE OF REQUEST: March 7, 2025

DATE OF EXPECTED RETURN TO THE COMMISSION OFFICE: March 17th, 2025

DEPARTMENT HEAD REQUESTING SIGNATURE: **Kyle Litchy, 701-298-2380**



STATE'S ATTORNEY SIGNATURE: _____

STATE'S ATTORNEY COMMENTS: _____

PORTFOLIO COMMISSIONER SIGNATURE: _____

Bids for the 2025 gravel supply. Please accept all bids to be used in the best interest of the County. The bid results for Camas Sand & Gravel are listed below.

<u>Supplier</u>	<u>Price per TON</u>	<u>Location</u>	<u>Hauling Per Mile</u>
Camas Sand & Gravel	\$16.50 delivered	Placed on County Road 7	

SUGGESTED MOTION: AUTHORIZE CHAIRPERSON TO SIGN CONTRACT DOCUMENTS WITH CAMAS SAND & GRAVEL FOR THE 2025 GRAVEL SUPPLY, STATED ABOVE SUBJECT TO STATE'S ATTORNEYS APPROVAL.

**CASS COUNTY HIGHWAY DEPARTMENT
CONTRACT**

This agreement made and entered into by Cass County, North Dakota, party of the first part, and **KRB GRAVEL LTD,**
823 MAIN STREET WEST, MAYVILLE, ND 58257 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 road repair operations on and adjacent to County and Township Highways within Cass County. The contractor shall furnish Class 13 gravel only and as directed. 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, 2024 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.

- Class 13 gravel at \$17.60 per ton, stockpiled at Gardner.
- Class 13 gravel at \$16.00 per ton, placed on County Road 1 from I-94 south 7.5 miles
- Class 13 gravel at \$14.00 per ton, placed on County Road 1 between County Roads 4 & 32
- Class 13 gravel at \$8.50 per ton, Hauling Cost \$0.28 per mile from Hope Pit

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 _____ 2025.

CASS COUNTY NORTH DAKOTA

Chairperson, Cass County Board of Commissioners

Contractor

WITNESS TO CONTRACTOR'S SIGNATURE

By _____

Title _____

CONTRACT APPROVAL REQUEST

COMPANY REQUESTING CONTRACT:

KRB Gravel LTD, 823 Main Street West, Mayville, ND 58257

DATE OF REQUEST: March 7, 2025

DATE OF EXPECTED RETURN TO THE COMMISSION OFFICE: March 17th, 2025

DEPARTMENT HEAD REQUESTING SIGNATURE: **Kyle Litchy, 701-298-2380**



STATE'S ATTORNEY SIGNATURE: _____

STATE'S ATTORNEY COMMENTS: _____

PORTFOLIO COMMISSIONER SIGNATURE: _____

Bids for the 2025 gravel supply. Please accept all bids to be used in the best interest of the County. The bid results for KRB Gravel LTD are listed below.

<u>Supplier</u>	<u>Price per TON</u>	<u>Location</u>	<u>Hauling Per Mile</u>
KRB Gravel LTD	\$17.60 delivered	Stockpiled at Gardner (Hope Pit)	
KRB Gravel LTD	\$16.00 delivered	Placed on County Road 1 South	
KRB Gravel LTD	\$14.00 delivered	Placed on County Road 1 North	
KRB Gravel LTD	\$8.50	Hope Pit	\$0.280

SUGGESTED MOTION: AUTHORIZE CHAIRPERSON TO SIGN CONTRACT DOCUMENTS WITH KRB GRAVEL LTD FOR THE 2025 GRAVEL SUPPLY, STATED ABOVE SUBJECT TO STATE'S ATTORNEYS APPROVAL.

**DCASS COUNTY HIGHWAY DEPARTMENT
CONTRACT**

This agreement made and entered into by Cass County, North Dakota, party of the first part, and **Mark Sand & Gravel Dakota Co, PO Box 458, Fergus Falls, MN 56538** 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 road repair operations on and adjacent to County and Township Highways within Cass County. The contractor shall furnish Class 13 gravel only and as directed. 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, 2024 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.

- Class 13 gravel at \$13.45 per ton, stockpiled at Durbin.
- Class 13 gravel at \$7.75 per ton, Lisbon, ND. FOB

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 _____ 2025.

CASS COUNTY NORTH DAKOTA

Chairperson, Cass County Board of Commissioners

Contractor

WITNESS TO CONTRACTOR'S SIGNATURE

By _____

Title _____

CONTRACT APPROVAL REQUEST

COMPANY REQUESTING CONTRACT:

Mark Sand & Gravel Dakota Co, PO Box 458, Fergus Falls, MN 56538

DATE OF REQUEST: March 7, 2025

DATE OF EXPECTED RETURN TO THE COMMISSION OFFICE: March 17th, 2025

DEPARTMENT HEAD REQUESTING SIGNATURE: **Kyle Litchy, 701-298-2380**



STATE'S ATTORNEY SIGNATURE: _____

STATE'S ATTORNEY COMMENTS: _____

PORTFOLIO COMMISSIONER SIGNATURE: _____

Bids for the 2025 gravel supply. Please accept all bids to be used in the best interest of the County. The bid results for Mark Sand & Gravel are listed below.

<u>Supplier</u>	<u>Price per TON</u>	<u>Location</u>	<u>Hauling Per Mile</u>
Mark Sand & Gravel	\$13.45	Stockpiled at Durbin,ND	
Mark Sand & Gravel	\$7.75	Lisbon, ND Pit FOB	

SUGGESTED MOTION: AUTHORIZE CHAIRPERSON TO SIGN CONTRACT DOCUMENTS WITH MARK SAND & GRAVEL FOR THE 2025 GRAVEL SUPPLY, STATED ABOVE SUBJECT TO STATE'S ATTORNEYS APPROVAL.