



McKENZIE COUNTY

Project Manual

2025 Scoria Stockpile

Issued for Bid – April 2, 2025

McKenzie County
Watford City, North Dakota

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NOTICE FOR SEALED BIDS
2025 Scoria Stockpiles

The Board of Commissioners of McKenzie County, North Dakota, will receive sealed bids at the County Auditor/Treasurer's Office, Erica Johnsrud, 201 5th St. NW, Suite 543, Watford City, North Dakota 58854, until the hour of 10:00 am CT, April 28th, 2025 for 50,000 cubic yards of crushed scoria for the Road and Bridge Department. McKenzie County will not accept electronic bids for this project. Late bids will be deemed unresponsive.

Bids will be submitted on the bid form furnished by the Auditor/Treasurer's Office, and will be available on the County's website: <https://mckenziecountynd.gov/bid-and-rfp-rfq-notice/>. The Contract Documents, including the standard specifications, may be found on the County's website also. The bid shall be accompanied by a bidder's security in the amount of a \$500.00 certified check and North Dakota Contractors License in a separate envelope. Please specify "2025 Scoria Stockpiles" on the envelope.

All bidders must be licensed for the highest amount of their bids, as required by Section 43-07-05 and Section 43-07-12 of the North Dakota Century Code and a copy of the license or certificate of renewal thereof issued shall be enclosed in the required bid bond envelope.

No bid will be considered which does not fully comply with the above provisions as to bidder's security and licenses, and any deficient bid submitted will be resealed and returned to the Bidder immediately.

Questions during the bidding should be directed to the Road and Bridge Layton Northrop at 701-444-7158.

The Board reserves the right to reject any or all bids as allowed by law, or to accept such bids as may be determined to be in the best interests of the County.

McKenzie County does not discriminate on the basis of race, color, national origin, sex, religion, age, or disability in its solicitation of bids.

Dated at Watford City, North Dakota, this 2nd day of April, 2025, by order of the Board of Commissioners.



Erica Johnsrud
McKenzie County Auditor/Treasurer



Dates of Publication: April 9, 16, and 23, 2025

McKenzie County, North Dakota
2025 Scoria Stockpile
BID FORM

PROJECT IDENTIFICATION

2025 Scoria Stockpile

BID RECIPIENT

This Bid is submitted to:

Erica Johnsrud
McKenzie County Auditor
201 5th St. NW, Suite 543
Watford City, ND 58854

The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all work as specified or indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents.

A certified check of \$500.00 (five hundred dollars) shall be required and must be submitted at the time of bid.

All bids must be made on the required bid form. All fields on the bid form must be completed in ink or typewritten. In the event of a discrepancy between unit prices and extended prices, the unit prices shall govern.

The bid form, certified check, must be submitted at the time requested in the advertisement for bids for the bid to be considered responsive.

BASIS OF BID

2025 Scoria Stockpile Bid Schedule				
Location	Site Quantity	Unit	Bid Unit Price	Extended Price
Site # 1	50,000	CY		
Total Bid Price			\$	

Total Bid Price

(written in words)

Site #1 Location

(written in words)

McKenzie County, North Dakota
2025 Scoria Stockpile
BID FORM

BID SUBMITTAL

By:

Signature: _____

Printed Name: _____

Company Name: _____

Address for giving notices:

Telephone Number: _____

Fax Number: _____

Contact Name and E-Mail Address: _____

McKenzie County, North Dakota
2025 Scoria Stockpile
STANDARD SPECIFICATIONS

I. Description

The board of McKenzie County Commissioners has advertised for sealed bids to be submitted to:

Erica Johnsrud
McKenzie County Auditor
201 5th St NW, Suite 543
Watford City, ND 58854

For furnishing McKenzie County Road and Bridge Department, hereinafter referred to as the County, with stockpiling scoria at one (1) to be determined location, hereinafter referred to as the Project.

II. Scope

The Project consists of furnishing all labor, materials, and equipment to perform the stockpiling of 50,000 cubic yards of three (3) IN to four (4) IN scoria. The scoria stockpile will be stored at a Contractor furnished location. The scoria stockpiled for this Project shall be for the County's exclusive use.

III. Site

The scoria stockpile shall be located at a Contractor furnished location as described on the submitted Bid Form. The Contractor shall submit any land lease agreement for the property where the stockpile shall be located, if not owned by the Contractor. The site shall be located within McKenzie County and within a 20-mile radius of the McKenzie County Public Works Shop at 1300 12th Street SE, Watford City, ND 58854. The site shall be accessible to County employees from 7:00 am to 5:00 pm CT, Monday through Friday. The Contractor shall be responsible for maintaining any non-public access roads to the stockpile. The site is located as described on the Bid Form at one (1) location, which is known as Site # 1.

IV. Construction Requirements

The Contractor shall supply, including but not limited to, all labor, materials, and stacking operations at the Contractor furnished site for the Project.

The stockpiled material shall be free of sod, roots, plants, trash, or other objectionable material. Stockpile material to prevent segregation. Do not use equipment or methods that cause segregation, degradation, or contamination of the aggregate when constructing stockpiles or delivering material. Do not incorporate segregated, degraded, or contaminated

McKenzie County, North Dakota
2025 Scoria Stockpile
STANDARD SPECIFICATIONS

material into the work. The material shall be stacked with a conveyor belt and in a continuous and uniform pile.

The Contractor shall be responsible for all operations of the pit including, but not limited to, overburden removal and reclamation.

V. Project Timeline

The entirety of 50,000 cubic yard scoria stockpile shall be available for the County's use no later than June 30th, 2025. The County shall remove the scoria stockpile from Site #1 by Jan 1st, 2027.

VI. Measurement

If able, the County will obtain an initial measurement of the original ground prior to the scoria being stockpiled. Should the awarded Contractor already have a stockpile that meets specifications, the County will survey the base of the stockpile and assume a flat surface. The Contractor shall notify the County once the stockpile is complete so the County may take a second measurement to determine the volume of the stockpile. Should the second measurement indicate that there is not 50,000 cubic yards of scoria and an additional verification survey is required after corrective actions are taken, the Department will deduct the cost of the second measurement from monies due or to become due to the Contractor.

The County reserves the right to periodically take additional measurements of the stockpile throughout the duration of the project to verify quantities.

VII. Permitting

The Contractor is responsible to comply with all Federal, State, and Local laws, regulations, and permitting requirements.

McKenzie County, North Dakota
2025 Scoria Stockpile
AGREEMENT

AGREEMENT

THIS AGREEMENT is made between McKenzie County, a governmental municipality or political subdivision, (hereafter “County”) and _____ (hereafter “Contractor”) this _____ day of _____, 20____.

WHEREAS the Contractor represents that it is duly qualified and willing to perform the services and duties set forth herein;

NOW THEREFORE, in consideration of the mutual covenants and promises contained herein, the County and Contractor agree as follows:

Article 1. - **Agreement:**

- 1.01 This Agreement acknowledges the acceptance of Contractor’s offer/bid by County and creates a binding agreement that Contractor shall complete the Work as specified in the Project Specifications.
- 1.02 Contractor understands this Agreement is a one-time agreement and acknowledges that it has been furnished no assurances that this agreement may be extended for periods beyond the term provided herein.
- 1.03 The Project shall generally be referred to as 2025 Scoria Stockpile and the Work necessary will generally be described as stockpiling 50,000 cubic yards of scoria at Site #1.

Article 2. - **Contract Documents:**

2.01 Contents:

A. The Contract Documents consist of the following:

1. This Agreement
2. The 2025 Scoria Stockpile Project Specifications
3. Exhibits to this Agreement
 - a. Contractor’s Bid

Article 3. - **Scope of Service/Work:**

3.01 Contractor’s Duties: Will be as specified in the Project Specifications.

McKenzie County, North Dakota
2025 Scoria Stockpile
AGREEMENT

A. Contractor shall complete all work and provide all materials to the acceptance of the County. Acceptance shall be based upon Contractor completing the Work to the tolerances specified in the Project Specifications.

3.02 County's Duties: County shall inspect and accept the services, work or materials provided to the County by the Contractor and shall pay Contractor as hereafter indicated for goods, materials, services or work done.

A. Any additional County duties and responsibilities will be as specified in the Project Specifications.

Article 4. - **Contract Times**

4.01 Time of the Essence

A. All time limits for Milestones, if any, Site Completion Dates, and Final Completion dates as stated in the Contract Documents are of the essence of the Contract.

4.02 Contract Times: Dates

A. The County's access to the complete 50,000 cubic yards scoria stockpile shall begin no later than June 30th, 2025.

B. The County shall remove the entire stockpile from Site #1 by Jan 1st, 2027.

4.03 Liquidated Damages

A. Should the entirety of the 50,000 cubic yards crushed scoria stockpile not be available to the County on June 30th, 2025, liquidated damages shall apply per the North Dakota Department of Transportation Standard Specifications for Road and Bridge Construction Section 108.07.

Article 5. - **Consideration and Terms of Payment:**

5.01 Contract Price: The Total Contract Amount ("Contract Price") for the agreement will be based upon:

A. Unit Price Work at the prices stated in Contractor's Bid.

B. Extended prices which is established by the actual quantities used in the Work multiplied by the Bid Unit Price Work. The estimated quantities provided in the Project Specifications are for purposes of comparison only. County will make determinations of actual quantities provided.

C. The sum of all the extended prices.

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2025 Scoria Stockpile
AGREEMENT

- 5.02 The County shall pay for any overages of the original contract quantity, up to 50%, at the contract unit price.
- 5.03 Payment will not be increased except for change orders or extras requested by County, which shall be in writing with a bid/offer amount from Contractor as to the additional price for such work, labor, services, or materials and signed by both Contractor and County.
- 5.04 Terms of Payment(s): Contractor shall submit invoices to the County in a form prescribed by the County subject to the following:
- A. Contractor shall submit an invoice to the County at the completion of the stockpiling.
 - B. County shall review the invoice. County will return the invoice to Contractor if any corrections need to be made with Contractor making corrections or providing documentation substantiating the original invoice and resubmitting the invoice to County.
 - C. After review, County will accept the invoice on the first Tuesday of the month after submission and will issue payment within two weeks of acceptance.
 - D. The issued payment will be subject to the following:
 - 1. 100-percent of the Work completed. The remaining percentage will be held as retainage and such sums shall be held by County until the successful completion of the Work.
 - 2. 0-percent of the cost of materials and equipment not incorporated into the Work.
- 5.05 County shall pay such invoices as set out above unless goods, services, labor, and work or materials are noted at that time to be unsatisfactory which then shall call for a meeting to resolve such differences of opinion.
- 5.06 Conditions of Payment(s): All services provided by the Contractor pursuant to this Agreement shall be performed to the satisfaction of the County and in accordance with all applicable federal, state and local laws, ordinances, rules and regulations or standards of such industry or profession required to complete such project. The Contractor shall not be paid for work found by the County to be performed in violation of such laws, ordinances, rules and regulations or standards of such industry or profession required to complete such project.

Article 6. - **Termination:**

- 6.01 Termination by Both Parties: Notwithstanding the Term of Agreement provision within this Agreement, this Agreement may be terminated by mutual consent of the parties which is incorporated into a written instrument signed by both parties, or, by either party

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2025 Scoria Stockpile
AGREEMENT

upon thirty (30) days written notice, in writing, delivered by certified mail to the other party or delivered in person. Any termination of this Agreement shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination.

6.02 Termination by County:

- A. County may terminate this Agreement without cause upon thirty (30) days written notice to the Contractor. County may terminate part or all of this Agreement with cause, upon written notice of default by Contractor, including breach of contract, under the following conditions:
 - 1. If Contractor fails to provide services provided under the terms of the Contract Documents within the time specified herein any extension thereof; or
 - 2. If Contractor fails to perform any of the other provisions of the Contract Documents, or so fails to pursue the Work so as to endanger execution of the Contract Documents, and, after receipt of notice from County, fails to begin correction such failures within ten (10) days or such longer period as County may authorize.
- B. County's rights and remedies provided in 5.01 related to defaults, including breach of contract by Contractor shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement. County may withhold any payments otherwise due to County for the purposes of set off until such time as the exact amount of any damages is determined.

6.03 Termination by Contractor:

- A. Contractor may terminate this Agreement at any time, with or without cause, upon thirty (30) days written notice to County, in the event Contractor cancels, Contractor shall be required to pay County for any amounts paid by County to complete the project above the actual and current quantities of work and materials incorporated into the Work.

6.04 Failure by Contractor to perform the terms of this Agreement shall constitute a breach of the Agreement and shall result in immediate termination of the Agreement. In the event of termination for breach by Contractor, County may retain any payment to be made under the Contract Documents which remains unpaid at the time of the breach, and may also recover from Contractor those amounts already paid for individual items of work which are incomplete at the time of the breach.

6.05 Should any breach be caused by circumstances beyond the control of Contractor, through no fault of its own, so as to render completion of the Work impossible by Contractor, then the Agreement shall be terminated in accordance of 5.01. In the event of such a breach by Contractor, in such circumstances, County may set off, against any liability or

McKenzie County, North Dakota
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AGREEMENT

obligations owed to Contractor under the Contract Documents or otherwise, any amounts paid for individual items of work which are incomplete at the time of the breach.

- 6.06 County shall give written Notice to Contractor of the termination. The Notice shall specify the effective date of the termination.

Article 7. - **Breach and Remedies:**

- 7.01 Breach: There shall be deemed a breach of this Agreement if:

- A. Contractor defaults in the performance of any duty defined in the Contract Documents, or any of the other covenants or provisions herein, and such default shall continue uncorrected for 10 days after written notice to the Contractor.
- B. Contractor fails to meet the time line agreed to by the parties in regard to the progress toward the completion of the project.

- 7.02 Remedies: In the event Contractor breaches this Agreement

- A. County may cancel this Agreement upon written notice to Contractor.
- B. Contractor shall be liable for all costs, damages and losses incurred by County on account for said breach and/or also in canceling or termination of the Agreement.
- C. County may require Contractor to deliver to County goods or materials Contractor has in stock or inventory to assist in timely completing this project; should this occur, County will pay Contractor for such goods or materials at the bid/offer price or Contractor's invoice price should there be no material list bid for item required.
- D. County may also enforce specific performance of the Contract Documents by appropriate legal proceedings, as well as any other remedy herein provided. Should any legal proceedings be instituted by County to recover any monies or to recover damages sustained by County on account of such breach, Contractor shall pay to County a reasonable sum as attorney's fees and expenses required to enforce this provision.
- E. An extension or waiver by County of any of its rights or remedies under this Agreement for any breach by Contractor, for any reason, shall not affect County's right to exercise any of its rights under the Contract Documents for that or any later breach.
- F. To the extent that any of the provisions in 6.01 are in conflict with other provisions of this agreement, those provisions in 6.01 shall control.

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Article 8. - **Liability:**

- 8.01 Each party agrees to assume its own liability or any and all claims of any nature including all costs, expenses, and attorney's fees which may in any manner result from or arise out of this Agreement except as provided in 6.02.D.
- 8.02 Contractor shall indemnify, save and hold harmless County, its officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from any and all claims of any nature, including costs, expenses, and attorney's fees which may in any manner arise out of or result from acts, or omissions in the performance of work or activities under this contract, except for any claim that may arise out of County's sole negligence.

Article 9. - **Independent Contractor**

- 9.01 No part of the Contract Documents shall be construed to create an employer – employee relationship between County and Contractor. Contractor, its officers, directors, members, partners, employees, agents, consultants, and subcontractors are not employees of County for all purposes including, but not limited to, the application of any Local, State, or Federal Laws and Regulations relating to worker's rights or worker's compensation.
- 9.02 Contractor shall be responsible for, among other things, any federal or state taxes applicable to any payments or purchases under the Contract Documents.
- 9.03 Contractor shall retain sole and absolute discretion in the judgment of the means, methods, techniques, sequences, and procedures of construction while performing the Work in accordance to the Contract Documents.

Article 10. - **Insurance:**

- 10.01 Contractor shall secure and keep in force during the term of this Agreement, Commercial general liability and workers compensation insurance covering any and all claims of any nature that may arise out of or result from this Agreement. The minimum limits of liability required are \$250,000.00 per person and \$500,000.00 per occurrence for commercial general liability and statutory limits for workers compensation McKenzie County shall be endorsed as additional insureds. Contractor shall furnish to County a certificate of insurance evidencing the required coverages are in effect and providing that the coverages may not be canceled or modified without thirty (30) days prior written notice to the County.

The Contractor shall also secure from its insurance company a limited endorsement stating that the company provide a legal defense to the County, its officers, employees or agents, including attorney's fees, costs, disbursements and other expenses associated with such defense under this Agreement, for any and all claims of any nature brought by third parties against the County, its officers, employees or agents, including attorney's fees,

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costs, disbursements and other expenses associated with such defense under this Agreement, for any and all claims of any nature brought by third parties against the County officers, employees or agents which in any manner result from or arise out of this Agreement. Such legal defense is not required if the County refuses to waive a potential conflict of interest that can be waived under North Dakota Rules of Professional Conduct. Said endorsement shall also provide that any attorney representing the County, its officers, employees or agents under this clause must first qualify and be appointed by the McKenzie County State's Attorney as a Special Assistant State's Attorney.

Article 11. - **Authority to Contract:** The Contractor shall not have the authority to contract for or on behalf of, or to incur obligations on behalf of, the County. However, the Contractor may sub-contract with qualified providers of services, provided that any such sub-contract must acknowledge the binding nature of this Agreement, and incorporate this Agreement, together with any attachments. The Contractor agrees to be solely responsible for the performance of any sub-contractor.

Article 12. - **Execution and Counterparts:** This Agreement may be executed in several counterparts, each of which shall be an original, all of which shall constitute one and the same instrument.

Article 13. - **Amendments:** The terms of this Agreement shall not be waived, altered, modified, supplemented or amended in any manner except when mutually agreed to and incorporated in a written amendment to this Agreement that is signed by both parties.

Article 14. - **Merger:** The Agreement constitutes the entire Agreement between the parties. There are no understandings, agreements, or representations oral or written, not specified within this written Agreement. No waiver, consent, modification or change of terms of this Agreement shall bind either party unless in writing and signed by both parties. Such waiver, consent, modification, or change, if made, shall be effective only in the specific instance and for the specific purpose given therein.

Article 15. - **Miscellaneous**

15.01 Assignment: Contractor shall neither assign nor transfer any rights or obligations under this Agreement without the prior written consent of County.

15.02 Indemnity: Contractor shall comply with all federal, state and local laws and ordinances applicable to the work to be conducted pursuant to this Agreement. Contractor agrees to indemnify, save and hold harmless County, its officers, agents and employees, from all claims, suits, or actions of whatever nature resulting from or arising out of the activities of Contractor, or its officers, agents, or employees under this Agreement.

15.03 Severability: If any section of the Contract Documents is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining

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terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Contract Documents did not contain particular term or provision held to be invalid.

- 15.04 Successors in Interest: The provisions of the Contract Documents shall be binding upon and shall inure to the benefit of the parties hereto, their respective successors and permitted assigns.
- 15.05 Waiver: The failure of the County to enforce any provisions of this Agreement shall not constitute a waiver or limitation on the County's right to subsequently enforce and compel strict compliance with that or any other provision.
- 15.06 Collateral Contracts: Where there exists any inconsistency between this Agreement and other provisions of collateral contractual agreements, which are made a part of this Agreement by, reference or otherwise, the provisions of this Agreement shall control.
- 15.07 Applicable Law, Jurisdiction and Venue: This Agreement shall be governed by and construed in accordance with the laws of the State of North Dakota. Venue for all legal proceedings arising out of this Agreement, or breach thereof, shall be in the state or federal court with competent jurisdiction in McKenzie County, North Dakota.
- 15.08 Captions: The captions or headings in this Agreement are for the convenience only and in no way define, limit or describe the scope or intent of any of the provisions of this Agreement.

Article 16. - **Contact Persons:**

- 16.01 County's contact person for Contractor to communicate questions or concerns through is:

Name: **Layton Northrop**

Telephone Number: **701-444-7158**

Email Address: **lnorthrop@co.mckenzie.nd.us**

- 16.02 Contractor's contact person for County to communicate questions or concerns through is:

Name: _____

Telephone Number: _____

Email Address: _____

Article 17. - **Bid Security:**

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AGREEMENT

17.01 Contractor shall provide a Bid Security as Stated in the Contract Documents.

- A. The Bid Security shall be retained by County until final payment for the Project is released.

Article 18. - **Notices:**

18.01 All notices that may be required or permitted to be given pursuant to this Agreement shall be sufficiently given when delivered or mailed, with proper postage prepaid, to the parties at their respective places of business as set forth below or at a place designated hereafter in writing by any party. (or by personally serving on either party by the party giving shall notice, or may be served by certified mail, return receipt requested, addressed as shown below)

- A. Either party may designate a different addressee or address at any time by giving written notice thereof as above provided.
- B. Any notice, if mailed, properly addresses, postage prepaid, registered or certified mail, shall be deemed dispatched on the registered date or that stamped on the certified mail receipt and shall be deemed received within the third business day thereafter or when it actually received, whichever is sooner.

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ACKNOWLEDGMENT

Both parties acknowledge they have read and understand this Agreement and agree to be bound by its terms and conditions.

This Agreement will become effective on _____.

OWNER:

CONTRACTOR:

By: _____

By: _____

Title: Chairperson

Title: _____

Attest: _____

Attest: _____

Title: _____

Title: _____

Address for giving notices:

Address for giving notices:

Road and Bridge Department

1300 12th Street SE, Suite 240

Watford City, North Dakota 58854
