

# BIDDING DOCUMENTS

**PROJECT:** SUPPLYING AND HAULING OF  
OF CRUSHED, PRE-COATED ROCK FOR  
CHIP SEAL 2021

**BID OPENING  
DATE:** 2:00 PM, JANUARY 22, 2021

**CONTRACT  
COMPLETION DATE:** MAY 31, 2021

CONTRACTING AGENCY:



ROAD  
DEPARTMENT

61150 SE 27<sup>TH</sup> STREET  
BEND, OREGON 97702  
PHONE: (541) 388-6581  
FAX: (541) 388-2719  
WEB: [www.deschutes.org/road](http://www.deschutes.org/road)

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**SUPPLYING AND HAULING OF**  
**CRUSHED, PRE-COATED ROCK FOR CHIP SEAL**  
**2021**

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**DESCHUTES COUNTY, OREGON  
ROAD DEPARTMENT**

**INVITATION TO BID**

**FOR SUPPLYING AND HAULING OF  
CRUSHED, PRE-COATED ROCK FOR CHIP SEAL 2021**

Sealed bids will be received at the Deschutes County Road Department, 61150 SE 27th Street, Bend, Oregon 97702, until but not after, **2:00 p.m. on January 22, 2021** at which time and place all bids for the above-entitled public works project will be publicly opened and read aloud.

The contract calls for supplying and hauling **18,700 tons of 3/8" - #8** asphalt coated crushed chip seal rock to specified stockpiles in the Redmond, Bend, and LaPine areas for Deschutes County Road Department and **2400 tons of 1/4 - #10** asphalt coated crushed chip seal rock to specified stockpile sites in the Redmond, and LaPine areas for the Deschutes County Road Department, and **200 tons of 3/8"-#8** uncoated crushed chip seal rock o specified stockpiles in Redmond area for the Deschutes County Road Department.

Specifications and other bid documents may be inspected and obtained at the **Deschutes County Road Department 61150 S.E. 27th Street, Bend, Oregon 97702** or the Deschutes County website, [www.deschutes.org](http://www.deschutes.org). Inquiries pertaining to these specifications shall be directed to Chuck Schutte, Operations Manager, telephone (541) 322-7124. Bids shall be made on the forms furnished by the County, incorporating all contract documents, addressed and mailed or delivered to Chris Doty, Road Department Director, 61150 SE 27th Street, Bend, Oregon 97702 in a sealed envelope plainly marked "BID FOR CRUSHED, PRE-COATED ROCK FOR CHIP SEAL 2021" and the name and address of the bidder.

Each bid must contain a statement as to whether the bidder is a resident bidder, as defined in ORS 279A.120. Vendors shall use recyclable products to the maximum extent economically feasible in the performance of the contract work set forth in this document.

Deschutes County may reject any bid not in compliance with all prescribed bidding procedures and requirements, and may reject for good cause any or all bids upon a finding of Deschutes County it is in the public interest to do so. The protest period for this procurement is seven (7) calendar days.

CHRIS DOTY  
Road Department Director

PUBLISHED:  
THE BEND BULLETIN: January 8, 2021 and January 15, 2021  
DAILY JOURNAL OF COMMERCE: January 8, 2021 and January 15, 2021

**CONTRACT FOR THE  
PURCHASE OF GOODS**

**SUPPLYING AND HAULING OF  
CRUSHED, PRE-COATED ROCK FOR CHIP SEAL 2021**

This Contract is between Deschutes County, Oregon ("County"), acting by and through the Road Department ("Agency"), and \_\_\_\_\_ contractor. This Contract is effective on the date it has been signed by all parties and all required County approvals have been obtained. This Contract expires on *May 28, 2021*, the date all warranties have expired or the date Contractor has completed delivery of all Goods and Services in accordance with the requirements of this Contract, as determined by Agency. The parties may extend the term of this Contract provided that the total Contract term does not extend beyond June 30, 2021.

Contractor agrees to sell, and Agency agrees to purchase, Goods and Services for the benefit of Agency subject to the following terms and conditions:

This Contract is for the purchase and sale of the following: *Supplying and Hauling 18,700 Tons of 3/8" - #8 asphalt coated crushed chip seal rock to specified stockpile sites in the Redmond, Bend, and LaPine areas for the Deschutes County Road Department, 2400 tons of 1/4" - #10 asphalt coated crushed chip seal rock to specified stockpile sites in the Redmond, and LaPine areas of Deschutes County for the Deschutes County Road Department, and 200 tons 3/8"-#8 uncoated crushed chip seal rock to specified stockpile sites in Redmond for the Deschutes County Road Department.*

**1. DEFINITIONS.**

- A. "Contractor Intellectual Property" means any intellectual property owned by Contractor and developed independently from Services.
- B. "Goods" means the goods specified in section 2.
- C. "IRS" means the Internal Revenue Service.
- D. "Open Source Elements" means any Work Product subject to any open source initiative certified license, including Work Product based upon any open source initiative certified licensed work.
- E. "Services" means the services, if any, that are incidental to the purchase of Goods and that Contractor is required to perform under section 2.
- F. "Specifications" means the specific attributes of Goods and Services described in section 3.
- G. "Third Party Intellectual Property" means any intellectual property owned by parties other than Agency or Contractor.

I. "Work Product" means all Goods and Services Contractor delivers or is required to deliver to Agency pursuant to this contract

## 2. REQUIRED GOODS, SERVICES, PRICING AND DELIVERY SCHEDULE.

Contractor shall deliver to Agency the following Goods and Services for the prices specified in the bid schedule in this section 2 under paragraph D.

A. GOODS. - Contractor shall deliver Goods F.O.B. place of destination.

- i. Description, Quantities and Delivery Location: *Described in the Bid Schedule*
- ii. AUTHORIZATION FOR ADDITIONAL ORDERS. This contract allows for the designation of additional orders to other public agencies. Contractor will complete Appendix "B" attached and by this reference incorporated herein.

B. SERVICES.

N/A

C. DELIVERY.

- i. Described in the Bid Schedule.
- ii. Contractor shall deliver Goods to Agency and shall perform Services, if any, **at the locations shown on the attached map marked Appendix "C."**
- iii. Contractor shall retain the risk of loss of Goods until Agency accepts Goods in accordance with section 4.D.
- iv. Contractor shall deliver Goods **no later than May 28, 2021**

D. BID FORM, SCHEDULE AND UNIT PRICING.

ITEM	SIZE	LOCATION	UNIT PRICE	TOTAL COST
1.	3/8" - #8	REDMOND STOCKPILE SITE NEGUS TRANSFER STATION 5130 TONS	\$	\$
2.	1/4"-#10	REDMOND STOCKPILE SITE NEGUS TRANSFER STATION. 140 TONS	\$	\$
3.	3/8"-#8	REDMOND STOCKPILE SITE YOUNG PIT ON YOUNG AVE 3000 TONS	\$	\$
4.	1/4"-#10	REDMOND STOCKPILE SITE YOUNG PIT ON YOUNG AVE 680 TONS	\$	\$
5.	3/8"- #8	BEND STOCKPILE SITE DESCHUTES COUNTY YARD 27 <sup>TH</sup> ST. 1310 TONS	\$	\$
6.	3/8" - #8	CITY OF BEND STOCKPILE SITE TRENTON AVE 1160 TONS	\$	\$
7.	3/8"- #8	LAPINE STOCKPILE SITE DESCHUTES COUNTY YARD 8100 TONS	\$	\$
8.	1/4"-#10	LAPINE STOCKPILE SITE DESCHUTES COUNTY YARD 1580 TONS	\$	\$
9.	3/8"-#8 UNCOATED	REDMOND STOCKPILE SITE NEGUS TRANSFER STATION 200 TONS	\$	\$
		<b>TOTAL (Items 1-9)</b>		\$

BID PRICE: (written words)

DOLLARS

NOTES:

- A. Bidder must bid on all Items #1 through #9. Failure to bid on all items will disqualify the bid.
- B. All work to be completed by May 28, 2021..
- C. Inclusion of any Additive Alternatives will be specified by the Board of County Commissioners via the Notice-to-Proceed document.

The name of the Bidder who is submitting this Proposal is:

\_\_\_\_\_, of \_\_\_\_\_, CCB# \_\_\_\_\_

\_\_\_\_\_  
ADDRESS CITY STATE ZIP TELEPHONE

which is the address to which all communications concerned with this proposal and with the Contract shall be sent.

### 3. SPECIFICATIONS.

Contractor shall deliver all Goods and Services specified in section 2 in accordance with this section 3. Contractor's failure to deliver Goods and Services in accordance with the provisions of this Contract is a material breach of this Contract.

#### A. GENERAL PROVISIONS.

i. NON-COMPLIANCE. If any Goods or component parts are recalled by a regulatory body or the manufacturer, or discovered by Contractor not to comply with applicable regulatory standards or the Specifications, Contractor shall immediately notify Agency of the recall or non-compliance, and shall provide copies of the recall notice or notice of non-compliance, as applicable, and all other supporting documentation for the recall or non-compliance determination. Agency may elect to (a) reject Goods in whole or in part, or (b) revoke its acceptance of Goods in whole or in part. If Agency rejects Goods or revokes its acceptance of Goods, Contractor shall remove the particular Goods from Agency's possession as provided in section 4.D.iv at no cost to Agency and shall reimburse Agency for all payments made for those Goods.

ii. STANDARD COMPONENTS. Unless specified otherwise in this section 3, Specifications, Contractor shall provide Goods with all components and accessories that the manufacturer lists as "standard" for Goods.

iii. NECESSARY COMPONENTS. Unless specified otherwise in this section 3, Specifications, Contractor shall include all components, hardware and parts necessary for complete and proper assembly, installation and operation of Goods.

iv. NEW AND UNUSED GOODS. Unless specified otherwise in this section 3, Specifications, Contractor shall deliver Goods that are new, unused and produced from current production inventory. Contractor shall provide Goods manufactured from only those components that the manufacturer offers in the manufacturer's current parts catalogue for Goods.

#### B. DETAILED SPECIFICATIONS/SPECIAL PROVISIONS.

SEE APPENDIX "A" ATTACHED AND BY THIS REFERENCE INCORPORATED HEREIN.

### 4. TERMS AND CONDITIONS.

#### A. PAYMENT.

i. Agency's Payment. Agency shall pay Contractor for Goods delivered and Services performed at the prices and rates specified in section 2. Contractor shall look solely to Agency for payment of all amounts Agency owes to Contractor.

Contractor shall not be compensated by any agency or department of County other than Agency for Goods delivered or Services performed.

ii. If Contractor is a nonresident alien as defined in 26 USC § 7701(b)(1)(B), then Contractor shall, upon execution of this Contract, deliver to Agency a completed and signed W-8 form, 8233 form, or W-9 form, as applicable, from the IRS, as evidence that Agency is not required by 26 USC 1441 to withhold part of Contractor's payment. Such forms are currently available at <http://www.irs.gov>. Agency may withhold payments to Contractor pending Agency's receipt from Contractor of the applicable, completed and signed form. If Agency does not receive the applicable, completed and signed form from Contractor, or if the IRS provides notice to Agency that Contractor's information on the form provided is incorrect, Agency will withhold as federal income tax 30% of all amounts Agency owes to Contractor under this Contract.

iii. Funds Available and Authorized; Payments. Contractor understands and agrees that Agency's payment of amounts under this Contract is contingent on Agency receiving funding, appropriations, limitations, allotments or other expenditure authority at levels sufficient to allow Agency, in the exercise of its reasonable administrative discretion, to make payments under this Contract.

## B. INVOICES.

i. Contractor shall send invoices to Agency no more often than monthly after Agency's acceptance in accordance with section 4.D of Goods delivered under this Contract. Contractor shall send invoices to Agency for completed Services no more often than monthly.

ii. Contractor shall send all invoices to the Agency mailing address specified in section 7 or to any other address that Agency may indicate in writing to Contractor. Contractor shall include in each invoice:

- a. The Solicitation number if any, the Contract number if any;
- b. The quantity of Goods ordered, the quantity of Goods delivered, the date Goods were delivered, the price per unit, if applicable;
- c. A detailed description of Services performed, including the name or names of the individuals who performed Services and prepared the deliverables to which the invoice applies, the dates Services were performed, all deliverables delivered during the period of the invoices, the rate or rates for Services performed, and the total cost of Services
- d. Itemization and explanation of all expenses for which Contractor claims reimbursement authorized under this Contract; and
- e. The total amount due and the payment address.

## C. MOST FAVORABLE PRICES AND TERMS.

Contractor represents and warrants that all prices, terms and benefits offered by Contractor under this Contract are equal to or better than the equivalent prices, terms and benefits being offered by Contractor to any other County or local governmental entity or commercial customer.

i. If during the term of this Contract Contractor enters any contract, agreement or arrangement that provides lower prices, more favorable terms or greater benefits to any other County or local governmental entity or commercial customer, Contractor shall provide the same price or prices, terms and benefits to Agency. The prices, terms and benefits shall be effective as of the date Contractor made the more favorable terms or greater benefits available to any other County or local governmental entity or commercial customer (even if retroactive). This provision applies to comparable goods and services and to purchase volumes by Agency that are not less than the purchase volumes of the County or local governmental entity or commercial customer that has received the lower prices, greater benefits or more favorable terms.

ii. Section 4.C.i does not apply to Contractor's donations of comparable goods and services to charitable, nonprofit or governmental entities if the donations are recognized as donations and are deductible under the federal Internal



Revenue Code. These donations are not considered contracts, agreements or arrangements with other County or local governmental entities or commercial customers for purposes of section 4.C.i.

#### D. ACCEPTANCE, REJECTION AND REVOCATION OF ACCEPTANCE:

i. ACCEPTANCE. Agency shall test if Agency, in its sole discretion deems testing necessary, inspect and either accept or reject Goods delivered within fourteen (14) calendar days from the date Contractor delivers Goods to Agency. If Agency does not provide written notice of acceptance or rejection of Goods to Contractor within fourteen (14) calendar days following the date of delivery of Goods, Agency is deemed to have accepted Goods.

ii. REJECTION. If Agency rejects Goods, then Agency's written notice of rejection shall, at a minimum, itemize the apparent defects and include:

a. a description of nonconformance between Goods delivered and the required Specifications and warranties (including any variance from demonstrations or sample characteristics of Goods if Contractor provided demonstrations or samples);

b. a description of any other nonconformance of Goods (including late delivery); and

c. a statement indicating whether Contractor may cure the nonconformance and if so, the method by which and time period within which Contractor may cure.

iii. REVOCATION OF ACCEPTANCE. Notwithstanding Agency's acceptance of Goods under section 4.D.i Agency may revoke its acceptance of Goods for nonconformance with the Specifications. If Agency revokes acceptance of Goods, Agency shall deliver a written notice of revocation of acceptance to Contractor that includes the same information required for a written notice of rejection under section 4.D.ii.

iv. EFFECT OF REJECTION OR REVOCATION OF ACCEPTANCE. If Agency rejects Goods or revokes its acceptance of Goods, Contractor shall refund all payments Agency has made to Contractor for those Goods and shall, at no cost to Agency, remove Goods from Agency's possession within nine (9) calendar days following the later of the date of Agency's notice of rejection, the date of Agency's notice of revocation of acceptance, or the date of Contractor's failure to cure if cure is permitted. Nothing contained in this section 4.D precludes Agency from pursuing any remedies to which either may be entitled upon rejection or revocation of acceptance of Goods or otherwise under this Contract.

#### E. OTHER REPRESENTATIONS AND WARRANTIES.

All express and implied warranties that are applicable to goods under ORS Chapter 72 apply to Goods delivered under this Contract. Contractor represents and further warrants that:

i. Contractor has the authority to enter into and perform in accordance with this Contract, and that this Contract, when executed and delivered, is a valid and binding obligation of Contractor that is enforceable in accordance with its terms;

ii. All Goods delivered to Agency are new, unused, current production models and are free from defects in materials, design and manufacture for "the duration of the warranty period specified in section 3." ("Warranty Period"). Contractor further represents and warrants that all Goods meet or exceed all Specifications;

iii. All Goods delivered shall comply with all applicable federal health and safety standards.

iv. Contractor has the skill and knowledge possessed by well-informed members of its industry, trade or profession and Contractor will apply that skill and knowledge with care and diligence and perform Services, including but not limited to delivery of goods, in a timely, professional and workmanlike manner in accordance with standards applicable to Contractor's industry, trade or profession; and

v. Contractor is, and shall be at all times during the term of this Contract, qualified, professionally competent and duly licensed to perform Services. The warranties specified in this section 4.E are in addition to, and not in lieu of,

any other warranties provided in this Contract. All warranties are cumulative and shall be interpreted broadly to give Agency the greatest warranty protection available.

#### F. MANUFACTURER WARRANTIES.

At no charge to Agency, Contractor shall transfer or cause the transfer of all manufacturers' warranties for Goods and component parts, if any, to the Agency for Agency's benefit when Contractor delivers Goods to Agency. If a conflict or inconsistency exists between a manufacturer's warranty and Contractor's warranty, the warranty that provides the greatest benefit and protection to County shall prevail.

#### G. COMPLIANCE WITH APPLICABLE LAWS AND STANDARDS.

i. Contractor shall comply with all federal, state and local laws, regulations, and ordinances applicable to this Contract or to Contractor's obligations under this Contract, as they may be adopted or amended from time to time.

ii. Agency's performance under this Contract is conditioned upon Contractor's compliance with the obligations intended for contractors under ORS 279B.220, 279B.225 (if applicable to this Contract), 279B.230 and 279B.235 (if applicable to this Contract), which are incorporated into this Contract by reference. Contractor shall, to the maximum extent economically feasible in the performance of this Contract, use recycled paper (as defined in ORS 279A.010(1)(ee)), recycled PETE products (as defined in ORS 279A.010(1)(ff)), and other recycled plastic resin products and recycled products (as "recycled product" is defined in ORS 279A.010(1)(gg)).

#### H. AMENDMENTS.

i. All amendments to this Contract are Unanticipated Amendments unless subsections ii and iii of this section H are completed for Anticipated Amendments. OAR 137-047-0800 applies to all Contract amendments.

ii. Circumstances Requiring Amendments.

iii. Amendment Method.

#### I. MATERIAL SAFETY DATA SHEET.

At the time Contractor delivers Goods to Agency, Contractor shall provide to Agency a "Material Safety Data Sheet" as defined by (OSHA) for any Goods delivered which may release or otherwise cause exposure to a hazardous chemical substance under normal conditions of use. Contractor shall properly label, tag or mark those Goods.

#### J. TIME IS OF THE ESSENCE.

Contractor agrees that time is of the essence in the performance of this Contract.

#### K. FORCE MAJEURE.

Neither Agency nor Contractor shall be responsible for any failure to perform or for any delay in the performance of any obligation under this Contract caused by fire, riot, acts of God, terrorism, war, or any other cause which is beyond the delaying or breaching entity's reasonable control. Contractor shall make all reasonable efforts to eliminate the cause of Contractor's delay or breach and shall, upon elimination of the cause, continue performing under this Contract. Agency may terminate this Contract upon written notice to Contractor after reasonably determining that this delay or breach could likely prevent successful performance of this Contract.

#### L. INSURANCE.

Contractor shall obtain the insurance required under section 5 prior to performing under this Contract and shall maintain the required insurance throughout this duration of this Contract and all Warranty Periods.

#### M. INDEPENDENT CONTRACTOR STATUS; RESPONSIBILITY FOR TAXES AND WITHHOLDING.

i. Contractor shall perform all Services as an independent contractor. Although Agency may (a) determine and modify the delivery schedule for Goods to be delivered and Services to be performed and (b) evaluate the quality of the completed performance, Agency cannot and will not control the means or manner of Contractor's performance. Contractor is responsible for determining the appropriate means and manner of performing any Services required under this Contract. Contractor is not an "officer", "employee", or "agent" of Agency as those terms are used in ORS 30.265 of County.

ii. If Contractor is currently performing work for County, the State or the federal government, Contractor by signature to this Contract declares and certifies that Contractor's performance under this Contract creates no potential or actual conflict of interest as defined by ORS 244 and that no rules or regulations of Contractor's employing agency (County, State or federal) would prohibit Contractor's performance under this Contract.

iii. Contractor shall pay or cause to be paid all federal and state taxes applicable to Contractor's compensation under this Contract, and Agency will not withhold from Contractor's compensation any amount to cover Contractor's federal or State tax obligations unless Contractor is subject to backup withholding. Contractor is not eligible for any social security, unemployment insurance or workers' compensation benefits from Contractor's compensation under this Contract.

#### N. INDEMNIFICATION.

i. GENERAL INDEMNITY. CONTRACTOR SHALL DEFEND, SAVE, HOLD HARMLESS, AND INDEMNIFY COUNTY, ITS AGENCIES, OFFICERS, DIRECTORS, AGENTS AND EMPLOYEES FROM AND AGAINST ALL CLAIMS, SUITS, ACTIONS, LOSSES, DAMAGES, LIABILITIES, COSTS AND EXPENSES OF ANY NATURE WHATSOEVER ("CLAIMS") RESULTING FROM, ARISING OUT OF, OR RELATING TO THE ACTS OR OMISSIONS OF CONTRACTOR OR ITS OFFICERS, EMPLOYEES, SUBCONTRACTORS, OR AGENTS UNDER THIS CONTRACT.

ii. INDEMNITY FOR INFRINGEMENT CLAIMS. WITHOUT LIMITING THE GENERALITY OF SECTION 4.N.i, CONTRACTOR SHALL DEFEND, SAVE, HOLD HARMLESS AND INDEMNIFY COUNTY, ITS AGENCIES, OFFICERS, DIRECTORS, AGENTS, AND EMPLOYEES FROM AND AGAINST ALL CLAIMS, SUITS, ACTIONS, LOSSES, DAMAGES, LIABILITIES, COSTS, AND EXPENSES, INCLUDING ATTORNEYS FEES, ARISING OUT OF OR RELATING TO ANY CLAIMS THAT THE WORK, THE WORK PRODUCT OR ANY OTHER TANGIBLE OR INTANGIBLE ITEM DELIVERED UNDER THIS CONTRACT BY CONTRACTOR THAT MAY BE THE SUBJECT OF PROTECTION UNDER ANY COUNTY OR FEDERAL INTELLECTUAL PROPERTY LAW OR DOCTRINE, OR THE AGENCY'S REASONABLE USE THEREOF, INFRINGES ANY PATENT, COPYRIGHT, TRADE SECRET, TRADEMARK, TRADE DRESS, MASK WORK, UTILITY DESIGN, OR OTHER PROPRIETARY RIGHT OF ANY THIRD PARTY ("INFRINGEMENT CLAIM"); PROVIDED, THAT COUNTY SHALL PROVIDE CONTRACTOR WITH PROMPT WRITTEN NOTICE OF ANY INFRINGEMENT CLAIM.

iii. COUNTY SHALL REASONABLY COOPERATE IN GOOD FAITH, AT CONTRACTOR'S REASONABLE EXPENSE, IN THE DEFENSE OF CLAIMS AND INFRINGEMENT CLAIMS, AND CONTRACTOR SHALL SELECT COUNSEL REASONABLY ACCEPTABLE TO THE COUNTY'S ATTORNEY TO DEFEND SUCH CLAIMS AND INFRINGEMENT CLAIMS AND SHALL BEAR ALL COSTS OF SUCH COUNSEL. COUNSEL MUST ACCEPT APPOINTMENT AS A SPECIAL ASSISTANT LEGAL COUNSEL BEFORE COUNSEL MAY ACT IN THE NAME OF, OR REPRESENT THE INTERESTS OF, COUNTY, ITS AGENCIES, OFFICERS, EMPLOYEES OR AGENTS. COUNTY MAY ELECT TO ASSUME ITS OWN DEFENSE WITH AN ATTORNEY OF ITS OWN CHOICE AND AT ITS OWN EXPENSE AT ANY TIME COUNTY DETERMINES IMPORTANT COUNTY INTERESTS ARE AT STAKE. SUBJECT TO THE LIMITATIONS NOTED ABOVE, CONTRACTOR MAY DEFEND SUCH CLAIMS AND INFRINGEMENT CLAIMS WITH COUNSEL OF ITS OWN CHOOSING PROVIDED THAT NO SETTLEMENT OR COMPROMISE OF ANY SUCH CLAIMS AND INFRINGEMENT CLAIMS SHALL OCCUR WITHOUT THE CONSENT OF COUNTY, WHICH CONSENT SHALL NOT BE UNREASONABLY WITHHELD, CONDITIONED OR DELAYED.

O. ASSIGNMENT OF ANTITRUST RIGHTS.

i. CONTRACTOR IRREVOCABLY ASSIGNS TO COUNTY ANY CLAIM FOR RELIEF OR CAUSE OF ACTION WHICH CONTRACTOR NOW HAS OR WHICH MAY ACCRUE TO CONTRACTOR IN THE FUTURE BY REASON OF ANY VIOLATION OF 15 U.S.C. § 1-15 OR ORS 646.725 OR ORS 646.730, IN CONNECTION WITH ANY GOODS OR SERVICES PROVIDED TO CONTRACTOR FOR THE PURPOSE OF CARRYING OUT CONTRACTOR'S OBLIGATIONS UNDER THIS CONTRACT, INCLUDING, AT COUNTY'S OPTION, THE RIGHT TO CONTROL ANY SUCH LITIGATION ON SUCH CLAIM FOR RELIEF OR CAUSE OF ACTION.

ii. CONTRACTOR SHALL REQUIRE ANY SUBCONTRACTORS HIRED TO PERFORM ANY OF CONTRACTOR'S DUTIES UNDER THIS CONTRACT TO IRREVOCABLY ASSIGN TO COUNTY, AS THIRD PARTY BENEFICIARY, ANY RIGHT, TITLE OR INTEREST THAT HAS ACCRUED OR WHICH MAY ACCRUE IN THE FUTURE BY REASON OF ANY VIOLATION OF 15 U.S.C. § 1-15 OR ORS 646.725 OR ORS 646.730, IN CONNECTION WITH ANY GOODS OR SERVICES PROVIDED TO THE SUBCONTRACTOR FOR THE PURPOSE OF CARRYING OUT THE SUBCONTRACTOR'S OBLIGATIONS TO CONTRACTOR IN PURSUANCE OF THIS CONTRACT, INCLUDING, AT COUNTY'S OPTION, THE RIGHT TO CONTROL ANY SUCH LITIGATION ON SUCH CLAIM FOR RELIEF OR CAUSE OF ACTION.

P. EVENTS OF BREACH.

i. Breach by Contractor. Contractor breaches this Contract if:

a. Contractor institutes or has instituted against it insolvency, receivership or bankruptcy proceedings, makes an assignment for the benefit of creditors, or ceases doing business on a regular basis;

b. Contractor no longer holds a license or certificate that is required for Contractor to perform its obligations under this Contract and Contractor has not obtained the required license or certificate within fourteen (14) calendar days after delivery of Agency's notice of breach or a longer period as Agency may specify in its notice; or

c. Contractor commits any material breach of any covenant, warranty, obligation or certification under this Contract, and Contractor fails to cure its breach within fourteen (14) calendar days after delivery of Agency's notice of breach or within a longer period as Agency may specify in its notice.

ii. Breach by Agency. Agency breaches this Contract if:

a. Agency fails to pay Contractor any amount pursuant to the terms of this Contract, and Agency fails to cure this failure within fourteen (14) business days after delivery of Contractor's notice of breach or within a longer period as Contractor may specify in its notice; or

b. Agency commits any material breach of its obligations under this Contract, fails to perform its obligations hereunder within the time specified or any extension thereof, and fails to cure its failure within fourteen (14) calendar days after delivery of Contractor's notice of breach or a longer period as Contractor may specify in its notice.

Q. REMEDIES.

i. County's Remedies. If Contractor is in breach under section 4.P.i, then in addition to the remedies afforded elsewhere in this Contract, Agency shall be entitled to recover for any and all damages suffered as the result of Contractor's breach of this Contract, including but not limited to direct, indirect, incidental and consequential damages, as provided in ORS Chapter 72. Agency may, at its option, pursue any or all of the remedies available under this Contract and at law or in equity, including, but not limited to:

- a. Termination of this Contract under section 4.S.ii;
- b. Withholding all amounts Contractor has invoiced for Goods and Services that Contractor is obligated to but has failed to deliver or perform within any scheduled completion dates or has performed inadequately or defectively;
- c. Initiation of an action or proceeding for damages, specific performance, declaratory or injunctive relief; or
- d. Exercise of the right of setoff and withholding amounts otherwise due and owing to Contractor in an amount equal to Agency's setoff right, without penalty.

These remedies are cumulative to the extent the remedies are not inconsistent, and Agency may pursue any remedy or remedies singly, collectively, successively or in any order whatsoever. If Contractor is found to not be in breach under section 4.P.i, the rights and obligations of the parties shall be the same as if this Contract was terminated pursuant to section 4.S.ii.a.

ii. Contractor's Remedies. If Agency terminates this Contract for convenience under section 4.S.ii.a, or if Agency is in breach under section 4.P.ii and whether or not Contractor elects to exercise its right to terminate this Contract under section 4.S.iii, Contractor's sole remedy is a claim against Agency for the unpaid price for any Goods delivered and accepted by Agency less any claims County has against Contractor and is as follows for unpaid Services completed and accepted by Agency:

- a. For Services compensable on an hourly basis, a claim against Agency for unpaid invoices, hours worked but not yet invoiced, and authorized expenses for Services completed and accepted by Agency less any claims County has against Contractor.
- b. For deliverable-based Services, a claim against Agency for the amount specified for completing the deliverable multiplied by the percentage of Services completed and accepted by Agency, less previous amounts paid and the amount of any claims County has against Contractor.

If previous amounts paid to Contractor for Goods and Services exceed the amount due to Contractor under this section 4.Q.ii, Contractor shall pay the excess amount to Agency immediately upon written demand.

## R. ATTORNEYS' FEES.

Except for defense costs and expenses pursuant to section 4.N, neither Agency nor Contractor is entitled to recover attorney's fees, court and investigative costs, or any other fees or expenses associated with pursuing a remedy for damages arising out of or relating to this Contract.

## S. TERMINATION.

- i. MUTUAL CONSENT. The Contract may be terminated at any time by mutual written consent of the parties.
- ii. Agency:
  - a. Agency may, at its sole discretion, terminate the Contract for its convenience upon 30 days written notice to Contractor.
  - b. Agency may, in its sole discretion, terminate this Contract, immediately upon notice to Contractor, or at a later date as Agency may establish in its notice, upon the occurrence of any of the following events:
    - 1. Agency fails to receive funding, appropriations, limitations, allotments or other expenditure authority at levels sufficient to allow Agency, in the exercise of its reasonable administrative discretion, to make payments under this Contract;

2. Federal or State laws, regulations, or guidelines are modified or interpreted in a way that either the purchase of Goods or Services, or both, by the Agency under this Contract is prohibited, or the Agency is prohibited from paying for Goods or Services, or both, from the planned funding source; or

3. Contractor commits any material breach of this Contract.

Contractor shall stop performance under this Contract as directed by Agency in any written notice of termination delivered to Contractor under this section 4.S.ii.

iii. CONTRACTOR. Contractor may terminate this Contract immediately upon written notice to Agency, or at a later date as Contractor may establish in its notice, if Agency is in breach under section 4.P.ii.

#### T. INTELLECTUAL PROPERTY & OPEN SOURCE; TITLE TO GOODS.

i. New Works. All intellectual property rights in the Work Product created by Contractor under this Contract shall be the exclusive property of Agency. All Work Product authored by Contractor under this Contract shall be deemed "works made for hire" to the extent permitted by the United States Copyright Act. To the extent Agency is not the owner of the intellectual property rights in such Work Product, Contractor hereby irrevocably assigns to Agency any and all of its rights, title, and interest in such Work Product. Upon Agency's reasonable request, Contractor shall execute such further documents and instruments reasonably necessary to fully vest such rights in Agency. Contractor forever waives any and all rights relating to such Work Product created under this Contract, including without limitation, any and all rights arising under 17 USC §106A or any other rights of identification of authorship or rights of approval, restriction or limitation on use or subsequent modifications.

ii. Contractor Intellectual Property. If intellectual property rights in the Work Product are Contractor Intellectual Property, Contractor hereby grants to Agency an irrevocable, non-exclusive, perpetual, royalty-free license to use, make, reproduce, prepare derivative works based upon, distribute copies of, perform and display the Contractor Intellectual Property, and to authorize others to do the same on Agency's behalf.

iii. Third Party Intellectual Property. To the extent Contractor has the authority, Contractor shall sublicense or pass through to Agency all Third Party Intellectual Property. Contractor represents and warrants that it has provided written disclosure to Agency of all Third Party Intellectual Property that must be independently licensed by Agency to fully enjoy the benefit of the Work Product. If Contractor failed to provide such written disclosure, Contractor shall at Contractor's cost secure on the Agency's behalf and in the name of the Agency, an irrevocable, non-exclusive, perpetual, royalty-free license to use, make, reproduce, prepare derivative works based upon, distribute copies of, perform and display the Third Party Intellectual Property, and to authorize others to do the same on Agency's behalf.

iv. Open Source Approval and Notice. Any Open Source Elements in the Work Product must be approved in advance and in writing by Agency. If Agency approves the use of Open Source Elements, Contractor shall:

a. Notify Agency in writing that the Work Product contains Open Source Elements;

b. Identify the specific portion of the Work Product that contain Open Source Elements; and

c. Provide a copy of the applicable license for each Open Source Element to Agency.

v. Title to Goods. Title to Goods passes to Agency in accordance with ORS 72.4010.

#### U. ACCESS TO RECORDS.

Contractor shall retain, maintain, and keep accessible all records relevant to this Contract ("Records") for six (6) years following Contract termination or full performance, the period required by applicable law following Contract termination or full performance, or until the conclusion of any audit, controversy or litigation arising out of or related to this Contract, whichever ending date is later. Contractor shall maintain all financial Records in accordance with generally accepted accounting principles. During this Record-retention period, Contractor shall permit County, its duly authorized

representatives, and the federal government access to the Records at reasonable times and places for purposes of examination and copying.

#### V. NOTICES.

All notices required under this Contract shall be in writing and addressed to the party's authorized representative. For County, the authorized representative is the Agency contact person identified in section 8. Contractor's authorized representative is the contact person identified in section 7. Mailed notices are deemed received five (5) days after the post mark date when properly addressed and deposited prepaid into the U.S. postal service. Faxed notices are deemed received upon electronic confirmation of successful transmission to the designated fax number. Notices delivered by personal delivery are deemed received when delivered to the address specified for the receiving party's authorized representative.

#### W. GOVERNING LAW.

The Contract is governed by and construed in accordance with the laws of State of Oregon without regard to principles of conflicts of laws. To the extent not modified by the terms of this Contract, the Uniform Commercial Code as codified in ORS Chapters 71 and 72 governs Goods under this Contract. The applicability of the UN Convention on Contracts for the International Sale of Goods is hereby expressly waived by the parties, and it does not apply to this Contract.

#### X. VENUE; CONSENT TO JURISDICTION.

Any claim, action, suit or proceeding (collectively, "Proceeding") between County and Contractor that arises from or relates to this Contract shall be brought and conducted solely and exclusively within the Circuit Court of Oregon for Deschutes County; provided, however, if a Proceeding must be brought in a federal forum, then unless otherwise prohibited by law, it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. CONTRACTOR HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF THESE COURTS AND WAIVES ANY OBJECTION TO VENUE IN THESE COURTS AND ANY CLAIM THAT THE FORUM IS AN INCONVENIENT FORUM. Nothing in these provisions shall be construed as a waiver of governmental immunity, whether derived from the Eleventh Amendment to the United States Constitution or otherwise, or a waiver of any defenses to Proceedings or jurisdiction based thereon.

#### Y. SURVIVAL:

In addition to all provisions which by their nature extend beyond the Contract termination or full performance, the following provisions shall remain in effect beyond any Contract termination or full performance: sections 1, 3, 4.A, 4.D, 4.E, 4.F, 4.L, 4.N, 4.O, 4.Q, 4.R, 4.T, 4.U, 4.W, 4.X, 4.Y, 4.CC and section 5.

#### Z. SEVERABILITY.

If a court of competent jurisdiction declares any provision of this Contract to be illegal or otherwise invalid, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if this Contract did not contain the particular provision held to be invalid.

#### AA. SUBCONTRACTS; ASSIGNMENT; SUCCESSORS.

i. SUBCONTRACTS. Contractor shall not enter into any subcontracts for any Services required under this Contract without Agency's prior written consent. In addition to any other provisions Agency may require, Contractor shall include in any permitted subcontract provisions to ensure that Agency will receive the benefit of subcontractor's performance as if the subcontractor were Contractor with respect to sections 3, 4.E, 4.F, 4.I, 4.J, 4.N, 4.O, 4.T, 4.U, 4.W, 4.X, and 4.AA. Agency's consent to any subcontract shall not relieve Contractor of any of its duties or obligations under this Contract.

ii. Contractor shall not assign, delegate or transfer any of its rights or obligations under this Contract without Agency's prior written consent. Agency's written consent does not relieve Contractor of any obligations under this Contract, and any assignee, transferee, or delegate is considered Contractor's agent.

iii. The provisions of this Contract are binding upon, and inure to the benefit of the parties and their respective successors and permitted assigns, if any.

**BB. MERGER CLAUSE; AMENDMENT; WAIVER.**

This Contract constitutes the entire agreement between the parties on the subject matter thereof. There are no understandings, agreements or representations, oral or written, not specified herein regarding this Contract. This Contract may be amended to the extent permitted by applicable statutes and administrative rules. For Anticipated Amendments, this Contract may be amended only in accordance with and to the extent provided in the Solicitation, if any, and this Contract, in accordance with OAR 137-047-0800. No waiver, consent or amendment of terms of this Contract shall bind either party unless in writing and signed by Agency and Contractor, and all necessary approvals have been obtained. Waivers and consents shall be effective only in the specific instance and for the specific purpose given. The failure of County to enforce any provision of this Contract shall not constitute a waiver by County of that or any other provision.

**CC. THIRD PARTY BENEFICIARIES.**

Agency and Contractor are the only parties to this Contract and are the only parties entitled to enforce the terms of this Contract. Nothing in this Contract gives, is intended to give, or shall be construed to give or provide any benefit or right not held by or made generally available to the public, whether directly, indirectly or otherwise, to third persons unless the third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Contract. Agency is an intended beneficiary of the terms of this Contract.

**DD. COUNTERPARTS.**

This Contract may be executed in several counterparts, all of which when taken together shall constitute one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of this Contract so executed shall constitute an original.

**5. INSURANCE**

**A. REQUIRED INSURANCE.** Contractor shall obtain the insurance specified in this section 5 prior to performing under this Contract and shall maintain it in full force and at its own expense throughout the duration of this Contract and all Warranty Periods. Contractor shall obtain the following insurance from insurance companies or entities that are authorized to transact the business of insurance and issue coverage in County and that are acceptable to Agency.

**i. WORKERS COMPENSATION.**

All employers, including Contractor, that employ subject workers who work under this Contract in Oregon shall comply with ORS 656.017 and provide the required workers' compensation coverage, unless these employers are exempt under ORS 656.126(2). Contractor shall require each of its subcontractors, if any, to comply with, and shall ensure that each of its subcontractors, if any, complies with, these requirements.

**ii. COMMERCIAL GENERAL LIABILITY.**

**X Required by Agency**  **Not required by Agency.**

Commercial General Liability Insurance covering bodily injury and property damage in a form and with coverages that are satisfactory to Agency. This insurance shall include personal and advertising injury liability, products and completed operations liability. Coverage may be written in combination with Automobile Liability Insurance (with separate limits). Combined single limit per occurrence shall not be less than \$ 1,000,000 for each job site or location. Each annual aggregate limit shall not be less than \$ 2,000,000 .

**iii. AUTOMOBILE LIABILITY INSURANCE: AUTOMOBILE LIABILITY.**

**X Required by Agency**  **Not required by Agency.**



Automobile Liability Insurance covering all owned, non-owned, and hired vehicles. This coverage may be written in combination with the Commercial General Liability Insurance. Combined single limit per occurrence shall not be less than \$1,000,000.

iv. EMPLOYERS' LIABILITY.

Required by Agency  Not required by Agency.

If Contractor is a subject employer, as defined in ORS 656.023, Contractor shall obtain employers' liability insurance coverage with combined single limit per occurrence of not less than \$500,000, and annual aggregate limits of not less than \$1 million.

v. POLLUTION LIABILITY.

Required by Agency  Not required by Agency.

B. ADDITIONAL INSURED.

The commercial general liability insurance and automobile liability insurance required under this Contract shall include by separate endorsement County, and its departments, divisions, commissions, branches, officers and employees as Additional Insured's with respect to Contractor's performance obligations under this Contract. Contractor shall ensure that coverage is primary and non-contributory with any other insurance and self-insurance.

C. "TAIL" COVERAGE.

If any of the required liability insurance is on a "claims made" basis, Contractor shall either maintain either "tail" coverage or continuous "claims made" liability coverage, provided the effective date of the continuous "claims made" coverage is on or before the effective date of this Contract, for a minimum of 24 months following the later of

- i. Agency's acceptance of all Goods in accordance with section 4.D (if acceptance has not been revoked in accordance with section 4.D.iii),
- ii. The completion of all Services required under this Contract, or
- iii. The expiration of all warranty periods provided under this Contract. Notwithstanding the foregoing 24-month requirement, if Contractor elects to maintain "tail" coverage and if the maximum time period "tail" coverage reasonably available in the marketplace is less than the 24-month period described above, then Contractor shall maintain "tail" coverage for the maximum time period that "tail" coverage is reasonably available in the marketplace for the coverage required under this Contract. Contractor shall provide to Agency, upon request, certification of the coverage required under this section 5.C.

D. NOTICE OF CANCELLATION OR CHANGE.

There shall be no cancellation, material change, potential exhaustion of aggregate limits or non-renewal of insurance coverage(s) without sixty (60) days' written notice from this Contractor or its insurer(s) to Agency. Any failure to comply with the reporting provisions of this clause shall constitute a material breach of Contract and shall be grounds for immediate termination of this Contract by Agency. No later than fourteen calendar days following the effective date of any insurance policy renewals, Contractor shall deliver to Agency all documentation evidencing renewal of the particular insurance policy renewed.

E. CERTIFICATE(S) OF INSURANCE.

Upon Agency's request, Contractor shall provide to Agency Certificate(s) of Insurance for all required insurance. The Certificate(s) must specify all entities and individuals who are endorsed on the policy as Additional Insured (or Loss Payees). Contractor shall pay for all deductibles, self-insured retention and self-insurance, if any.

**6. RESERVED.**

**7. CERTIFICATIONS AND SIGNATURE OF CONTRACTOR'S AUTHORIZED REPRESENTATIVE.**  
THIS CONTRACT MUST BE SIGNED IN INK BY AN AUTHORIZED REPRESENTATIVE OF CONTRACTOR.

The undersigned certifies under penalty of perjury both individually and on behalf of Contractor that:

A. The undersigned is a duly authorized representative of Contractor, has been authorized by Contractor to make all representations, attestations, and certifications contained in this Contract and to execute this Contract on behalf of Contractor;

B. The undersigned is authorized to act on behalf of Contractor and that Contractor is, to the best of the undersigned's knowledge, not in violation of any Oregon Tax Laws. For purposes of this certification, "Oregon Tax Laws" means a State tax imposed by ORS 401.792 to 401.816 (Tax For Emergency Communications), 118 (Inheritance Tax), 314 (Income Tax), 316 (Personal Income Tax), 317 (Corporation Excise Tax), 318 (Corporation Income Tax), 320 (Amusement Device and Transient Lodging Taxes), 321 (Timber and Forestland Tax), 323 (Cigarettes and Tobacco Products Tax), and the elderly rental assistance program under ORS 310.630 to 310.706; and any local taxes administered by the Department of Revenue under ORS 305.620.

C. To the best of the undersigned's knowledge, Contractor has not discriminated against and will not discriminate against minority, women or emerging small business enterprises certified under ORS 200.055 in obtaining any required subcontracts.

D. Contractor and Contractor's employees and agents are not included on the list titled "Specially Designated Nationals and Blocked Persons" maintained by the Office of Foreign Assets Control of the United County's Department of the Treasury and currently found at <http://www.treas.gov/offices/enforcement/ofac/sdn/t11sdn.pdf>;

E. Contractor's Federal Employee Identification Number or Social Security Number specified below is correct;

F. Contractor is bound by and will comply with all requirements, terms and conditions contained in this Contract and will provide Goods and Services in accordance with the Specifications; and

G. Contractor \_\_\_ is / \_\_\_ is not a nonresident alien as defined in 26 USC § 7701(b)(1) (check one). See section 4.A.ii.

Contractor (print Contractor's name): \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

By (print name): \_\_\_\_\_

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

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

FEIN ID# or SSN# (required): \_\_\_\_\_

Contractor's Contact Person (Type or Print): \_\_\_\_\_

Contact Telephone Number: (\_\_\_\_) \_\_\_\_\_

Contact Fax Number: (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_

Contact E-Mail Address: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

**8. SIGNATURE OF COUNTY’S AUTHORIZED REPRESENTATIVE.**

County accepts Contractor's offer and awards this Contract to Contractor for Goods and Service described in this Contract. Deschutes County, Oregon, acting by and through its Board of County Commissioners

BOARD OF COUNTY COMMISSIONERS  
OF DESCHUTES, COUNTY, OREGON

\_\_\_\_\_  
, CHAIR

\_\_\_\_\_  
, VICE-CHAIR

ATTEST:

\_\_\_\_\_  
Recording Secretary

\_\_\_\_\_  
, COMMISSIONER

Authorized Signature: \_\_\_\_\_

By (print name): Chris Doty\_\_\_\_\_

Title: Director\_\_\_\_\_

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

Agency’s Contact Person (Type or Print): Chuck Schutte\_\_\_\_\_

Contact Telephone Number: ( 541 ) 322-7124\_\_\_\_\_

Fax Number: ( 541 ) 388-2719\_\_\_\_\_

E-Mail Address: Chuck.Schutte@deschutes.org\_\_\_\_\_

Agency Mailing Address: 61150 SE 27<sup>th</sup> Street, Bend, OR 97702\_\_\_\_\_

**APPENDIX “A”  
2021**

**SPECIAL PROVISIONS**

**THE SUPPLYING AND HAULING OF  
CRUSHED, PRE-COATED ROCK FOR CHIP SEAL**

**WORK TO BE DONE**

This contract consists of the following work on the project:

1. Supply and deliver the following amounts of crushed, asphalt coated rock for chip seal to the required stockpile sites. (See the attached map for location details).
  - a. See Bid Schedule, Section 2D and as authorized per Notice to Proceed.
2. Deschutes County will determine and award contract to the low bidder for crushed, pre-coated rock for chip seal at the stockpile locations described in the Bid Schedule and as authorized via the Notice-to-Proceed.
3. Performance of such additional and incidental work as is called for by the specifications.

**AGGREGATES**

(1.) Provide aggregates conforming to the following requirements:

Size Designation

Grading requirements:

<u>SIEVE SIZE</u>	<u>Percent Passing</u>		
	<u>1/2” – 1/4</u>	<u>3/8” - #8</u>	<u>1/4 - # 10</u>
3/4 inch	100	100	100
1/2 inch	90 - 100	100	100
3/8 inch	40 - 70	85 - 100	----
1/4 inch	----	----	85 - 100
No. 4	0 - 15	0 - 15	----
No. 8	0 - 5	0 - 8	----
No. 10		----	0 - 15
No. 40		0 - 1.5	0 - 2

(2) Provide aggregates consisting of broken stone, crushed gravel, or a combination of both. Crush aggregate such that at least 90% by weight of the total aggregate retained on the #4 and larger sieves is fractured on two faces.

(3) Provide aggregates with a minimum unit mass of 90 lbs. per cubic foot according to AASHTO T19.

(4) Crushed aggregate shall be clean. Unless all dirt, dust, clay, and other objectionable material is completely removed by dry screening, the aggregate shall be made clean by washing and/or by other means suitable to the County.

(5) Contractor shall make reasonable effort to remove clumps of tar and asphalt from finished product.

### **STOCKPILED AGGREGATES**

The stockpile sites for this contract will be prepared for use by County forces. All labor and equipment required for the construction of the stockpiles shall be furnished by the County.

The haul to any stockpile shall not be initiated unless a minimum of 300 tons per day is to be hauled.

Haul vehicles shall be clean and free of dry or cold asphalt mix that may be dislodged and contaminate the stockpile with clumps that will not pass through spreading equipment. Excessive clumping may require re-screening of the product prior to acceptance.

### **ASPHALT COATING SPECIFICATIONS**

Aggregates produced to the specifications of these Special Provisions will be coated with paving grade asphalt at a rate of 0.6 % to .8% of total mix (by dry weight). A County representative who must be present during the coating of the initial batch will determine actual percentage. Uniform coating is best achieved by increased mixing time rather than an increased quantity of asphalt.

PBA-3, PBA-5, PG64-22 are acceptable grades of asphalt, others will be considered.

Asphalt cement at the time of coating should be 320 (+/-10) degrees F.

Aggregate shall be passed through a dryer at 190-225 degrees F. at time of coating.

The coated aggregates shall be turned with a loader or other machinery during the first 18 hours to accelerate cooling, increase uniform coating, and prevent clumping of the coated aggregate. Excessive clumping may require re-screening of the product prior to acceptance.

Acceptance of the Asphalt Coated Aggregate will be at the stockpile site.

**APPENDIX “B”  
2021**

It is intended that this contract be available to other public agencies in accordance with the requirements of ORS 279.215(g). Deschutes County hereby concurs with such usage of this contract. Bidder shall specify below whether it will accept purchase orders for this product from other public agencies at the same price, allowing only for changes in price due to changes in specifications.

**CONTRACT AUTHORIZATION FOR OREGON STATE AGENCIES AND/OR POLITICAL SUBDIVISIONS**

Yes \_\_\_\_\_ No \_\_\_\_\_ Signature \_\_\_\_\_

Price \_\_\_\_\_ per ton at: \_\_\_\_\_  
(plant location)

NUMBER OF DAYS CONTRACTOR IS WILLING TO HOLD PRICING FOR ADDITIONAL PURCHASE. AT A MINIMUM, DESHUTES COUNTY RESERVES THE RIGHT TO ORDER ADDITIONAL UNITS FOR 120 DAYS FROM INITIAL PURCHASE ORDER.

120 days \_\_\_\_\_ 180 days \_\_\_\_\_ 240 days \_\_\_\_\_

**Oregon State Agencies and/or Political Subdivisions are hereby authorized to use the quoted price received on this request to purchase materials at the same price structure as described above in accordance with ORS 279.215(g).**

**SIGNATURE OF AUTHORIZED REPRESENTATIVE**

\_\_\_\_\_

APPENDIX “C”  
2021