

BIDDER'S SUBMITTAL



**1306 N. MAIN
PRINEVILLE, OREGON 97754**

PROJECT NAME: Chip Seal Oil Project – Purchase & Application

CONTRACT NO: 2022-01

BID DUE: Wednesday, March 9, 2022 @ 2:00 p.m.

BID OPENING: Wednesday, March 9, 2022 @ 3:00 p.m.

AWARD DATE & TIME: Wednesday, March 16, 2022 @ 9:00 a.m.

BID PACKET INFORMATION

Crook County Chip Seal Oil Purchase and Application Project
Contract No.: 2022-01

PROJECT INFORMATION

Project Name: Crook County 2022 Chip Seal Oil Project
Date of Issue: February 2, 2022
Project Owner: Crook County, Oregon
Department: Crook County Road Department

PROCUREMENT TIMETABLE

- A. Procurement documents for bidding will be available: **February 2, 2022 at 10:00 a.m.**
- B. Bid closing date and time: **Wednesday, March 9, 2022, at 2:00 p.m.** local time as determined by the official clock located in the Crook County Administration office.
- C. Bid opening date, time and location: Bids will be publicly opened and read aloud on **Wednesday, March 9, 2022 at 3:00 p.m.** local time at the Crook County Road Department. All bids will be announced at that time.
- D. Contract Award: Final award will be announced during County Court on **Wednesday, March 16, 2022 (estimated time 9:00 a.m.)**.
- E. The County reserves the right to change this schedule or terminate the entire procurement process at any time.

PROCUREMENT DOCUMENTS

Availability of Documents: Bid packets will be available at Crook County Road Department Office, 1306 N Main Street, Prineville, Oregon 97754, (541) 447-4644.

BIDDER'S REPRESENTATIONS

The bidder by making a bid represents that:

- A. The bidder has read and understands the bidding documents and contract documents. The bidder has asked the County all questions necessary to clarify any ambiguity, vagueness, or inconsistency it perceives may exist in the bidding documents or contract documents.
- B. The proposal is made in compliance with the documents.
- C. The bid is based upon the materials, equipment, and systems required by the bidding documents without exception.
- D. Bidder has used complete sets of bidding documents in preparing bids; County does not assume responsibility for errors or misinterpretations resulting from the use of incomplete sets of bidding documents.

ADDENDA

This Bidder's Packet may be changed only by a written addendum issued by the County. When an addendum is issued, it shall be posted to the County's website at <https://co.crook.or.us/Departments/Administration/BidInformation/tabid/2000/Default.aspx>

Addenda shall be posted on the Crook County website under "Bid Information" not later than five (5) calendar days prior to the date fixed for the closing of bids on **Wednesday, March 9, 2022, at 2:00 p.m.** Failure of a prospective bidder to respond to timely-noticed addenda in his/her proposal may cause a bid to be rejected as non-responsive. Prior to submitting a bid, each bidder shall ascertain that the bidder has received all addenda issued.

BIDDING PROCEDURES; PREPARATION OF BIDS

A. Bidding documents are to be addressed to **Crook County Judge Seth Crawford**, and received at the Crook County Administration Office by mail to: 300 NE Third Street; or by hand delivery to 203 NE Court Street, Prineville, Oregon 97754, no later than **Wednesday, March 9, 2022, at 2:00 p.m.** Bids will be opened at the Crook County Road Department on **Wednesday, March 9, 2022, at 3:00 p.m.**

B. **Bidding documents must be submitted in a sealed envelope and plainly marked on the outside showing the name of the bidder, name of the project, contract number (if applicable), the word "BID," and addressed to the attention of: Crook County Judge Seth Crawford.** Any proposals received after **Wednesday, March 9, 2022, by 2:00 p.m.**, will not be considered. Postmarks will not be used as a basis for determining timely delivery. Faxed or emailed submittals will not be accepted.

RIGHTS RESERVED BY THE COUNTY

The County reserves the right, in its sole discretion, to pursue any or all of the following actions in regard to this Bidder's Packet:

- A. Issue addenda.
- B. Request additional information and/or clarification from bidder(s).
- C. Permit the timely correction of errors, and waive minor deviations.
- D. Issue subsequent proposals based on refinements of concepts proposed in response to the bid invitation.
- E. Withdraw the request for bids.
- F. Extend the time for submittal of bids.
- G. Select the bidder that, in the judgment of the County and any evaluation process notwithstanding, is most likely to succeed in delivering the goods and services desired by the County.
- H. Take whatever other action it deems best in its interest.
- I. The County reserves the right to conduct interviews with bidders to further facilitate ranking pursuant to the criteria.

- J. To reject any and all proposals not in compliance with all prescribed public contracting procedures and requirements, reject for good cause any proposals upon the finding that it is in the public interest to do so, and waive any and all informalities.
- K. The request for bids does not obligate the County to accept any proposal, negotiate with any bidder, award a contract, or proceed with the development of any project described in response to this invitation.
- L. All proposals and bids shall become the property of the County and will not be returned to the bidder.
- M. This invitation does not and shall not commit the County or any of its agents to enter into any agreement, pay any costs incurred in the preparation of any response, or procure or contract for any services or supplies. The County reserves the right to accept or reject any or all responses to the invitation, to request proposals from any, all or none of the applicants or any other individual, or to delay or cancel the request for bids, in part or in its entirety, if it is in the best interests of the County to do so. Responses to this invitation are entirely voluntary and made with this knowledge.
- N. It is the policy of Crook County to provide equal employment opportunity for all persons in compliance with federal and state laws without regard to race, color, religion, sex, age, national origin, and physical or mental disability.

PROJECT COORDINATOR POINT OF CONTACT

Questions should be directed to Robert E. O’Neal, Crook County Road Master, 1306 N. Main Street, Prineville, Oregon 97754; Telephone: (541) 447-4644 or Cell (541) 480-1365.

PREVAILING WAGE RATE

This is **not** a public work contract subject to State Prevailing Wage Rate or the Federal Prevailing Rate of Wage required under the Davis-Bacon Act (40 USC § 3141 et seq.).

SUBMISSION OF BIDS

A successful bid shall provide the minimum information requirements as follows:

- A. Contractor agrees that all of the applicable provisions of Oregon law relating to public contracts are, by this reference, incorporated in and made a part of this Bidder’s Packet.
- B. A statement identifying whether or not the bidder is "resident bidder" as defined in ORS 279A.120(1).
- C. Contractor's certification of non-discrimination in obtaining required subcontractors in accordance with ORS 279A.110(4).
- D. The bidder shall provide **complete answers** to the proposal by completing the **Bidder’s Submittal (Attachment 1)** attached hereto and incorporated herein by reference.

COMPLIANCE WITH APPLICABLE LAWS

By submitting a proposal, bidder certifies conformance with all federal, state and local laws, regulations, executive orders and ordinances applicable to the work under this agreement, including without limitation:

- (I) Titles VI and VII of the Civil Rights Act of 1964 as amended;
- (II) Title V and Section 503 and 504 of the Rehabilitation Act of 1973 as amended;
- (III) The Americans and Disabilities Act of 1990 as amended by ORS 659.425;
- (IV) The Health Insurance Portability & Accountability Act of 1996;
- (V) The Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended;
- (VI) The Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended;
- (VII) All federal and state laws and regulations concerning Affirmative Action toward equal employment opportunities;
- (VIII) All regulations and administrative rules established pursuant to the foregoing laws; and
- (IX) All other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.

These laws, regulations, and executive orders are incorporated by reference herein to the extent that they are applicable to this agreement and required by law to be so incorporated.

HOLD HARMLESS

The bidder agrees to indemnify, defend and hold the County, its elected officials, agents, officers, and employees, harmless and defend all damages, losses and expenses included, and to defend all claims, proceedings, lawsuits and judgments arising out of or relating from the fault of the bidder, the bidder's agents, representatives or subcontractors in the performance or failure to perform in accordance with instructions to bidders. However, the bidder shall not be required to indemnify any indemnitee to the extent the damage, loss or expense is caused by the indemnitee's negligence.

The bidder shall not permit any lien or claim to be filed or prosecuted against the County in connection with this contract and agrees to assume responsibility should lien or claim be filed.

BID SECURITY

Each bid must be submitted on the required form and be accompanied by a cashier's check, certified check, irrevocable letter of credit per ORS 75.1020, or surety bond payable to "Crook County" in an amount not less than ten percent (10%) of the amount of the bid.

EVALUATION AND ACCEPTANCE OF BID (AWARD)

It is the intent of the County to award a contract to the lowest qualified bidder, provided the bid has been submitted in accordance with the requirements of the bidding documents, is judged to be reasonable, and does not exceed the funds available. Any protest of award must be filed with the County within two (2) calendar days of the bid opening. Before commencing work, the successful bidder shall be required to execute a Goods & Services Contract, using substantially the form attached hereto as **Exhibit A**, and incorporated herein by reference.

NOTICE OF INTENT TO AWARD

A notice of intent to award will be posted on the Crook County website at <https://co.crook.or.us/Departments/Administration/BidInformation/tabid/2000/Default.aspx> (“Public Notices/Bid Information”).

EXHIBIT LIST

- A. Goods & Services Contract with Attachments
 - Attachment 1: Bidder’s Submittal
 - Attachment 2: Specifications and Details

GOODS AND SERVICES CONTRACTCONTRACTOR: SAMPLE – DO NOT COMPLETE DATE: *ADDRESS: * _____
Street Address City State Zip

PHONE NUMBER: * _____ EMAIL: * _____

The signing of this Contract (Agreement) by **CONTRACTOR** name above and Crook County, a political subdivision of the State of Oregon (**COUNTY**), authorizes **CONTRACTOR** to deliver the goods described below in consideration of the mutual covenants set forth herein.

1. **PROJECT:** The goods described below are to be provided by **CONTRACTOR** in connection with a Project identified as follows: Crook County Chip Seal Oil Project – Purchase & Application.
2. **DURATION:** This Agreement shall run from date of execution through September 1, 2022, unless terminated or extended according to the provisions of this Agreement.
3. **SCOPE OF SERVICES:** **CONTRACTOR** shall supply the following for purchase: Estimated 770 tons of HFRS-P2/HFE-100S Chip Seal Oil. **CONTRACTOR** shall supply the following services: Equipment and Operator for Application of Chip Seal Oil for each District. See Also, paragraph 6 below.
4. **FEE FOR SERVICES:** **CONTRACTOR's** fee for the goods and services identified in paragraph 3 shall be: A fee amount based on the Bidder Submittal (Attachment 1).
5. **EXTRA SERVICES:** **CONTRACTOR** may also perform Extra Services (services not specified under Scope of Services), provided **CONTRACTOR** and **COUNTY** have agreed in advance and in writing to the scope and fees for such Extra Services.
6. **ATTACHMENTS:** The original Bidder's Proposal is incorporated herein and by reference made a part hereof, as well as the following documents that are attached to this Agreement:
 - Special Environmental Provisions
 - Bidder Submittal (**Attachment 1**)
 - Specifications & Details (**Attachment 2**)

STANDARD PROVISIONS

7. **SUBMITTAL OF W-9 BEFORE PAYMENT:** **CONTRACTOR** must provide **COUNTY** with a fully completed W-9 form upon execution of the Agreement and prior to supplying the goods. **CONTRACTOR** will not be paid until a fully completed W-9 form is submitted.
8. **INDEPENDENT CONTRACTOR:** It is understood and agreed that **CONTRACTOR**, while supplying goods pursuant to this Agreement, is at all times acting and performing as an independent **CONTRACTOR**.

9. **TAX DUTIES AND LIABILITIES:** Neither federal, nor state, nor local income tax or payroll tax of any kind will be withheld or paid by **COUNTY**. **CONTRACTOR** is responsible to pay, according to law, **CONTRACTOR**'s income tax and self-employment tax, if applicable.
10. **CONFIDENTIALITY:** During the course of supplying of goods under this Agreement, **CONTRACTOR** may receive information regarding organizations and **COUNTY**'s business practices, employees, clients, etc. **CONTRACTOR** agrees to maintain the confidentiality of such information and to safeguard such information against loss, theft or other inadvertent disclosure.
11. **AUTHORIZED SIGNATURES REQUIRED:** Only those persons authorized by the Crook County Purchasing Rules and Procedures may enter into a binding agreement or contract, including a purchase order, for the purchase or sale of goods or services on the part of the County. All persons doing business with the **COUNTY** shall be responsible for being familiar with the Crook County Purchasing Rules and Procedures and for ensuring that the person purporting to act for the **COUNTY** has been duly authorized.
12. **PAYMENT BY COUNTY:** **COUNTY** will pay invoices on the 10th or 25th days of the month based upon date the invoice is received.
13. **INDEMNIFICATION:** **CONTRACTOR** shall defend, indemnify and hold harmless **COUNTY**, its agents, servants and employees, respectively, against all claims, demands and judgments (including attorney fees) made or recovered against them for damages to real or personal property or for bodily injury or death to any person, arising out of, or in connection with this Agreement, to the extent such damage, injury or death, is caused by the negligence or intentional wrongful act of **CONTRACTOR**, its employees, servants or agents.
14. **COMPLIANCE WITH THE LAWS:** **CONTRACTOR** agrees to comply with the provisions of this Agreement, Title VI of the Civil Rights Act of 1964, and with all applicable federal, state, county, and local statutes and rules.
15. **PROTECTION OF PERSONAL INFORMATION:** If **CONTRACTOR** obtains any personal information as defined in ORS 646A.602(11) related to this Agreement or concerning any County employee, **CONTRACTOR** agrees to provide appropriate safeguards to protect the security of this information. **CONTRACTOR** shall have provided appropriate safeguards by meeting or exceeding the requirements stated in ORS 646A.622.
16. **CONDITIONS CONCERNING PAYMENT, CONTRIBUTIONS, LIENS, WITHHOLDING:** Pursuant to ORS 279B.220, **CONTRACTOR** shall:
 - (a) Make payment promptly, as due, to all persons supplying to the **CONTRACTOR** labor or material for the performance of the work provided for in the Agreement;
 - (b) Pay all contributions or amounts due the Industrial Accident Fund from the **CONTRACTOR** or subcontractor incurred in the performance of the Agreement;
 - (c) Not permit any lien or claim to be filed or prosecuted against the state or a county, school district, municipality, municipal corporation, or subdivision thereof, on account of any labor or material furnished; and
 - (d) Pay to the Department of Revenue all sums withheld from employees under ORS 316.167.

17. **CONDITIONS CONCERNING PAYMENT FOR MEDICAL CARE AND PROVIDING WORKERS' COMPENSATION:** Pursuant to ORS 279B.230, **CONTRACTOR** shall:
 - (a) Promptly, as due, make payment to any person, co-partnership, association, or corporation furnishing medical, surgical, and hospital care services or other needed care and attention, incident to sickness or injury, to the employees of **CONTRACTOR**, of all sums that **CONTRACTOR** agrees to pay for the services and all monies and sums that **CONTRACTOR** collected or deducted from the wages of employees under any law, contract, or agreement for the purpose of providing or paying for the services; and
 - (b) Comply with ORS 656.017 or if not exempt under ORS 656.126.
18. **ENTIRE AGREEMENT:** This Agreement signed by both parties is the final and entire agreement and supersedes all prior and contemporaneous oral or written communications between the parties, their agents, and representatives.
19. **AMENDMENTS:** This Agreement may be supplemented, amended, or revised only in writing signed by both parties.
20. **ASSIGNMENT:** **CONTRACTOR** may not assign this Agreement, in whole or in part, without the prior written consent of **COUNTY**.
21. **SUB-AGREEMENTS:** If this project is funded in whole or in part with grant funds received by **COUNTY**, **CONTRACTOR**, as a sub-recipient of those funds, shall fully comply with all applicable terms, conditions, and requirements of the Grant Agreement, including but not limited to procurement regulations, property and equipment management and records, indemnity, and insurance provisions.
22. **EQUIPMENT, TOOLS, MATERIALS, AND/OR SUPPLIES:** **CONTRACTOR** will provide all equipment, tools, materials or supplies necessary to fulfill **CONTRACTOR**'s obligations under the terms of this agreement.
23. **TERMINATION:**
 - (a) With reasonable cause, either party may terminate this Agreement effective immediately after giving written notice of termination for cause. Reasonable cause shall include material violation of this Agreement or any act exposing the other party to liability to others for personal injury or property damage;
 - (b) Notwithstanding any other provision of this Agreement, **COUNTY** shall not be obligated for the **CONTRACTOR**'s performance hereunder or by any provision of this Agreement during any of **COUNTY**'s future fiscal years unless and until the Crook County Court appropriates funds for this Agreement in **COUNTY**'s budget for such future fiscal year.

In the event that funds are not appropriated for this Agreement, then this Agreement shall terminate as of June 30 of the last fiscal year for which funds were appropriated.

24. **NO AUTHORITY TO BIND CROOK COUNTY:** **CONTRACTOR** has no authority to enter into contracts on behalf of **COUNTY**. This Agreement does not create a partnership between the parties.

25. **HOW NOTICES SHALL BE GIVEN:** Any notice given in connection with this Agreement must be in writing and be delivered either by hand to the party or by certified mail, return receipt requested, to the party at the party's address as stated in this Bidder's Proposal.
26. **GOVERNING LAW AND VENUE:** Any dispute under this Agreement shall be governed by Oregon law with venue being located in Crook County, Oregon.
27. **SEVERABILITY:** If any part of this Agreement shall be held unenforceable, the rest of this Agreement will remain in full force and effect.
28. **INSURANCE AND LICENSE:** At all times work is performed under this Agreement, **CONTRACTOR** must be licensed and must maintain Commercial General Liability insurance with minimum limits equal to the liability limits as set by the Oregon Revised Statutes for a public entity (ORS 30.260 et seq.) aggregate, containing the complete statement "*Crook County is named as an additional insured,*" it being the intent of the parties that the **CONTRACTOR**'s insurance will provide contractual liability and additional insured coverage for **COUNTY** consistent to cover **CONTRACTOR**'s indemnity obligations under the "INDEMNIFICATION" paragraph of this Agreement.

CONTRACTOR must provide **COUNTY** with evidence of insurance, with an endorsement requiring at least ten (10) days' notice to **COUNTY** before cancellation or modification of the insurance coverage, prior to performing under this Agreement, and must maintain the certificate's effectiveness through the term of the Agreement and any extensions thereof.

If **CONTRACTOR** fails at any time to provide **COUNTY** with a then-current certificate of insurance, **COUNTY** may immediately suspend all payments to **CONTRACTOR**, in addition to all other remedies available to it in law or equity, including but not limited to immediate termination of this Agreement. No interest will accrue for any suspended payment.

COUNTY's failure to request, review, or comment on any such certificate(s) does not affect **COUNTY**'s rights or **CONTRACTOR**'s obligations hereunder.

29. **ATTORNEY FEES:** In the event an action, lawsuit, or proceeding, including appeal therefrom, is brought for failure to observe any of the terms of this Agreement, each party shall bear its own attorney fees, expenses, costs, and disbursements for said action, lawsuit, proceeding, or appeal.
30. **WAIVER:** The failure of either party at any time or from time to time to enforce any of the terms of this Agreement shall not be construed to be a waiver of such term or of such party's right to thereafter enforce each and every provision of the Agreement.
31. **COUNTERPARTS:** This Goods and Services Contract may be executed in one or more counterparts, including electronically transmitted counterparts, which when taken together shall constitute one in the same instrument. Facsimiles and electronic transmittals of the signed document shall be binding as though they were an original of such signed document.

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CONTRACTOR and COUNTY acknowledge that they are in agreement with the terms and conditions set forth in this Goods and Services Contract.

ACCEPTED FOR CONTRACTOR

ACCEPTED FOR CROOK COUNTY

*

Sample. Do Not Sign

(printed name)

Title: _____

Date: _____

Seth Crawford, Judge
Date: _____

Jerry Brummer, Commissioner
Date: _____

Brian Barney, Commissioner
Date: _____

BIDDER’S SUBMITTAL

SCHEDULE RATES: OPERATOR AND EQUIPMENT.

Instructions: Include the cost per hour of equipment and operator for each district, based on the equipment that is best suited for that area.

The County will only accept bids that meet all the specifications and details listed in **Attachment 2**. Bids which propose for only some specifications and details will not be accepted.

Be certain to sign this Submittal where indicated.

This Bidder’s Submittal serves as **Attachment 1** to the Contract.

**Crook County Chip Seal Oil Project
Purchase and Application of Chip Seal Oil
Contract No.: 2022-01**

Name of Bidder

Address

City State Zip

Phone #

Email address

CONTRACT NO. 2021-01

PROJECT TITLE: Crook County Chip Seal Oil Project – Purchase and Application

DESCRIPTION	Unit Price	Quantity	Total Dollar Amt
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HFRS-P2/HFE-100S Chip Seal Oil		770 Tons	
Freight			

DESCRIPTION	Hourly Price	Amt of Hours	Total Dollar Amt
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Supply Distributer Truck and Operator for Application (cost per hour of equipment and operator for each district)			
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Total \$ _____

In case of discrepancy between unit prices and totals, the unit price will prevail.

To the Crook County Court, Crook County, Oregon:

The undersigned, as bidder, declares that:

- This proposal is for the work described on the "Description of Work" sheet bound in this proposal; and
- The only persons or parties interested in this proposal as principals are those named in this proposal; and
- The bidder has obtained and become acquainted with the applicable standard specifications, supplemental specifications, special provisions, plans, and other required provisions applicable to the particular work for which the proposal is submitted; and
- The bidder has personally inspected the location and the site of the work and has become acquainted with all conditions, local and otherwise, affecting it; and
- The bidder is satisfied as to the quantities and conditions and understands that in signing this proposal the bidder waives all right to claim any misunderstanding regarding these quantities and conditions; and
- The bidder has reviewed, and or is familiar with and agrees to abide by the terms and provisions of Crook County Code, Chapter 3.12 as amended relating to the Crook County Purchasing Rules and Procedures.

The bidder also proposes and agrees that:

- If the Crook County Court accepts this proposal, the bidder will execute the contract form furnished by the County, will provide all necessary machinery, tools, apparatus, and other means of construction, and will do all the work and furnish all the materials specified in or called for by the contract in the manner and time prescribed in the contract and according to the requirements of the Engineer or representative from Crook County; and
- The bidder will accept as full payment for the work performed and the materials and equipment furnished, the amount earned under the contract as computed in the manner described in the specifications from the quantities of the various classes of work performed and the respective unit prices bid as these prices are given in the "Bid Schedule/Summary of Costs" bound in this proposal; and

The bidder also certifies to the following:

- A. Non-Collusion Certification:** By signing this proposal, bidder certifies that:
- The price(s) and amount of this proposal have been arrived at independently and without consultation, communication, or agreement with any other contractor, bidder, or potential bidder except as disclosed on a separately attached statement; and
 - Neither the price(s) nor the amount of this proposal, and neither the approximate price(s) nor approximate amount of this proposal have been disclosed to any other firm or person who is a bidder or potential bidder, and they will not be disclosed before the opening of proposals; and

- No attempt has been made or will be made to induce any firm or person to refrain from bidding on this contract, to submit a proposal higher than this proposal, or to submit any intentionally high or noncompetitive proposal or other form of complimentary proposal; and
- This proposal is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complimentary or other noncompetitive proposal; and
- The bidder, its affiliates, subsidiaries, officers, directors, and employees are not currently under investigation by any government agency and have not in the last four years been convicted of or found liable for any act, prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract except as described on a separately attached statement.

B. Non-Discrimination Certification - By signing this proposal, bidder certifies that:

- He/she/It has not discriminated against minority, women, or small business enterprises in obtaining any subcontracts.

C. Residency Certification: Refer to ORS 279A.120(1)

Complete the following:

1. Check one: Bidder is a _____ resident bidder _____ nonresident bidder.

2. If a **resident bidder**, enter your Oregon business address and email address:

3. If a **nonresident bidder**, enter your home state business address and email address:

D. Tax Law Compliance – By signing this proposal, bidder warrants and covenants that:

- Contractor is not in violation of any Oregon tax laws and has complied with the tax laws of Oregon. Contractor covenants to continue to comply with the tax laws of Oregon during the entire term of the public contract.

E. Contractor's Board License Certification - Bidder is in compliance with requirements for construction contractors and is licensed and bonded with the Construction Contractor's Board as follows:

No. _____ Expiration Date _____

F. Contractor's Certification of Drug Testing Program ORS 279C.505(2) - By signing this proposal bidder certifies that:

- The bidder will have a drug testing policy in place at time of contract award; and
- The bidder shall maintain the drug testing policy for the duration of the contract; and

- The bidder shall require each subcontractor providing labor to this contract to comply with the drug testing requirements.

G. Statement Regarding Certifications

- The bidder understands and acknowledges that the above representations are material and important, and will be relied on by the Crook County Court in awarding the contract for which this proposal is submitted. The bidder understands that any misstatement in these certifications is and shall be treated as fraudulent concealment from the Crook County Court of the true facts relating to the submission of proposals for this project.

The bidder is advised that by signing this proposal the bidder is deemed to have signed and agreed to the provisions of all the documents, certifications, and statements contained in this proposal.

(Bidder's Name)

(Bidder's Federal Tax ID Number)

By _____

← **SIGN HERE**

(Printed Name) (Title of Signer)

_____, 20____
(Date)

SPECIFICATIONS AND DETAILS / SCOPE OF WORK

Crook County Chip Seal Oil Purchase and Application Project

Contract No.: 2022-01

The Standard Specifications applicable to this project are contained in the **2018** edition of the Oregon Department of Transportation Oregon Standard Specifications for Construction.

All number references in these special provisions refer to the Section or subsection of the Standard Specifications bearing like numbers and any applicable modifications to those sections or subsections contained herein in their entirety.

Copies of the “2018 Oregon Standard Specifications for Construction” may be purchased from the Oregon Department of Transportation, Procurement Office, 455 Airport Road SE, Building K, Salem, OR 97301-5348 (telephone number 503-986-6936). The 2018 edition of the Oregon Standard Specifications for Construction is available on line at the following web address:

http://www.oregon.gov/ODOT/Business/Documents/2018_STANDARD_SPECIFICATIONS.pdf

Bidders are cautioned against basing their proposals on a booklet bearing any different description, date(s), or class project. Only bidding documents obtained directly from the Crook County Administration Office may be used to submit bids.

These Supplemental Standard Specifications, Addenda, Supplements, and Special Provisions are issued for the information of bidders submitting proposals for the project or work described herein at the time and place specifically indicated herein. They are the Supplemental Standard Specifications, Addenda, Supplements, and Special Provisions which, subject to such revision as may be made in accordance with provisions stated below, will be incorporated in and made a part of the contract for said project or work that may be awarded on the basis of a proposal received at said specifically indicated time and place.

Should the project or work described be re-advertised for proposals to be received at a time later than indicated herein, these specifications and provisions will cease to be applicable and new ones will be issued. Bidders submitting proposals at the later time should obtain the new specifications and provisions and base their proposals upon them, as they will be bound by them in the event they are awarded the contract.

REVISIONS PRIOR TO OPENING OF BIDS

All data herein is subject to revision by Crook County at any time prior to the time specified herein for the receiving of proposals. Prospective bidders for the work will be notified of any such revision by fax, letter, or e-mail sent to the bidders at the addresses/fax numbers available to Crook County at that time.

REVISIONS PRIOR TO EXECUTION OF CONTRACT

Between the time proposals are received and the time the contract is executed, revision of the data herein may be made only by mutual agreement between the successful bidder and Crook County.

A copy of the Oregon State Standard Specifications is available from the Oregon Department of Transportation’s website by placing an order through the link provided. A free copy may be obtained at: http://www.oregon.gov/ODOT/Business/Documents/2018_STANDARD_SPECIFICATIONS.pdf.

Wherever State Agencies, Departments, or Officers are referred to therein, the comparable County Agencies, Departments, or Officers are meant thereby for the purpose of these documents. Specified definitions are outlined in this proposal under “Special Provisions.”

Scope of work shall be performed in accordance to Section 00140 of the Standard Specifications, supplemented and/or modified as follows:

- **Supply estimated 770 tons of HFRS-P2/HFE-100S Chip Seal Oil (Specification of Oil is as Follows)**

**HFRS-P2/HFE-100S
SPECIFICATIONS FOR POLYMER MODIFIED ANIONIC EMULSIONS**

The asphalt shall be polymer modified prior to emulsification. The emulsion shall be smooth and homogeneous and conform to the following requirements.

PROPERTIES	MIN	MAX
Viscosity SFS @ 50°C	50	
Storage Stability, 1 day		1.0
Demulsibility, 0.02 N CaCL ₂ , 35 ml, %	40	
Sieve %		0.10
Residue by 204°C Distillation, %	65**	
Oil in distillate by volume, %		2.0

TESTS ON RESIDUE FROM DISTILLATION

Penetration @ 25°C, dmm	90	200
Float @ 60° C, sec	1200	
Ductility @ 25°C, cm	75	
Elastic Recovery, 10°C	58	
20cm elongation standard mold		
5 minute relaxation, %		
Solubility in Trichloroethylene, %	97.5	
Force Ductility	0.3	

**The Standard Distillation procedure shall be modified as follow: The temperature on the lower thermometer shall be brought slowly to 204° plus or minus 5° Celsius and maintained at this point for 20 minutes. Complete the total distillation in 60 plus or minus 15 minutes from the first application of heat.

- **Supply Distributer Truck and Operator for Chip Seal Application**
- **Have Company Representative on Site to Ensure Proper Application of Oil and Chip**
- **Roads to be chip sealed as follows:**
 - Tom McCall Road
 - Landfill Road
 - Houston Lake Road
 - Wiley Road

- Parrish Road
- Fleming Road
- Minson Road
- Cornett Loop
- Dixon Road
- Williams Road
- Reif Road
- Bozarth Road
- Briar Road

00140.50 Environmental Pollution Changes – Delete the first paragraph and substitute the following:

- If unexpected work is required by environmental pollution laws enacted after proposals were submitted, or if the Contractor discovers a condition which requires compliance with environmental pollution or natural resource preservation law, it will be handled in accordance with ORS 279.318.
- **A list of entities who have enacted such laws or regulations is found in the Oregon Attorney General Model Public Rules.**
- The following conditions are known to exist, and the Contractor is required to perform work with respect to those conditions in compliance with all applicable environmental pollution and natural resources preservation laws.

POTENTIAL SITE HAZARDS

None

SECTION 00170 – LEGAL RELATIONS AND RESPONSIBILITES

Comply with section 00170 of the Standard Specifications supplemented and/or modified as follows:

00170.61 (a) Worker’ Compensations – Replace this subsection with the following:

All employers, including the Contractor, that employs subject worker who work under the contract in the State of Oregon shall provide worker’ compensation insurance or self –insurance coverage for those workers. Such employers must comply with ORS 656.017, unless they meet the requirements for an exemption under ORS 656.126. If the Contractor is not subject to ORS 656, but utilizes any employees in performance of the Contract required to be covered by workers’ compensation insurance under another state’s regulations, the Contractor shall provide such coverage as may be required. The Contractor shall require and ensure that each of its subcontractors complies with these requirements.

00170.65 Minimum Wage and Overtime Rates for Public Works Projects:

- a. When No Federal Funds Are Involved – Add the following:

ORS 279.316 and ORS 279.334 Conditions Concerning Hours of Labor. For all public contracts, with certain exceptions listed below, Contractor shall not require or permit any person to work more than 10

hours in any one day, or 40 hours in any one week except in case of necessity, emergence, or where public policy absolutely requires it, and in such cases the persons shall be paid at least time and a half for: a) All overtime in excess of eight hours a day or 40 hours in any one week when the work week is five consecutive days, Monday through Friday, or b) All overtime in excess of 10 hours a day of 40 hours in any one week when the work week is four consecutive days, Monday through Friday, and c) All work performed on the days specified in ORS 279.334. Contractor shall follow the exceptions, pursuant to ORS 279.316 and ORS 279.334, including contracts for public improvements where the Contractor is a party to collective bargaining agreement, contracts for services, and contracts for personal services, and contracts for fire prevention of suppression.

Contractor must give notice to employees who work on a public contract in writing, either at the time of hire or before commencement of work on the contract, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week that the employees may be required to work.

00170.65 (C) – Delete this section in its entirety. **NO PREVAILING RATES WILL BE APPLICABLE TO THIS PROJECT**

00170.70 Insurance

(c) Additional insured – Amend as follows:

- Liability insurance shall name Crook County, its commissioner, officers, agents and employees as Additional insured's for the activities performed by the Contractor on this project.

(d) Worker's Compensation – Add the following:

- The Contractor, its subcontractors, if any, and all employers providing work, labor or materials under this contract that claim exemption to Oregon Workers Compensation requirements shall comply with ORS 656.126 and certify the State of origin on the "Certification of Worker Compensation Coverage" bound in the contract booklet.

(e) Notice of Cancellation or Change – Add the following:

- The thirty (30) days written notice shall be provided to the County Legal Counsel.
- Should any policy be canceled before final payment by Crook County to the Contractor and should the Contractor fail to immediately procure other insurance as specified, Crook County reserves the right to procure such insurance and to deduct the cost thereof from any sum due the Contractor under this contract.
- Any insurance bearing on adequacy of performance shall be maintained after completion of the contract for the full guaranteed period and should the Contractor fail to immediately procure such insurance as specified, Crook County reserves the right to procure such insurance and to deduct the cost thereof from any sums due to the Contractor under this contract.

(f) Certificate(s) of Insurance – Add the following:

- The Contractor shall provide all insurance as stipulated on the form entitled “Insurance Coverages Required,” bound with these Special Provisions and make part of the appendix to the Bidder’ Proposal.

00170.72 Indemnify/Hold Harmless – Delete paragraph and add the following:

- The performance of this contract is at the Contractor’s sole risk. The service or services to be rendered under this contract are those of an independent contractor, who is not an officer, employee or agent of the County as those terms are under in ORS30.265. Contractor is solely liable for any Workers Compensation coverage under this contract.
- The Contractor agrees to indemnify, defend and hold Crook County, its Commissioners, agents, officers, and employees harmless and defend all damages, losses and expenses including but not limited to attorney’s fees and to defend all claims, proceedings, lawsuits and judgments arising out of or resulting from the fault of the Contractor, the Contractor’s agents, representatives or subcontractors, in the performance of or failure to perform this contract. However, Contractor shall not be required to indemnify and indemnity to the extent the damage, loss or expense is cause by the indemnitee’s negligence.

SECTION 00180 – PROSECUTION AND PROGRESS

Comply with Section 00180 of the Standard Specifications supplemented and/or modified as follows:

00180.21 Subcontracting

(a) General – Add the following to the end of paragraph(1)

- This payment clause shall require the contractor to return all retainage withheld from the subcontractor, whether held by the Contractor or the Department, as specified in 00195.50(d).
- Request for consent to subcontract any portion of the contract, at any tier, will be made on the form provided by Crook County Road Department.

00180.31 Required Equipment and Methods – Add the following to the end of this subsection:

(d) Substitution of Materials or Equipment to be incorporated into the Work – After execution of the contract, the Road Master may approve substitution of materials or equipment to be incorporated into the work as follows:

(1) The Road Master will consider substitutions only if:

- The proposed materials or equipment are equal to or superior to the specified items in construction, efficiency, and utility, or
- Due to reasons beyond the control of the Contractor, the specified materials or equipment cannot be delivered to the project in sufficient time to complete the proper sequence.

SECTION 00190 – MEASUREMENT OF PAY QUANTITIES: Delete this section and replace with eh following:

The pay quantity of the material shall be the number of tons of the material delivered and placed on the road, as specified. Measurement of tons will be done at the plant and tickets will be provided daily to the foreman on the project.

SECTION 00195 – PAYMENT

Payment shall be in accordance to Section 00195 of the Standard Specifications supplemented and/or modified as follows:

The pay quantity of oil placed shall be per ton and the payment for the distributor dispensing the oil shall be by the hour. Pay tickets will be delivered to the foreman on site daily and if requested certified time sheets will be given to the County for the Distributors time on the project.

00195.50 Progress Payments and Retained Amounts – Delete this section in its entirety and add the following:

The Agency’s payment schedule will be as follows:

Cut off dates for payment requests will be as follows:

5th and /or 15th of each month.

SECTION 0199 – DISAGREEMENTS, PROTESTS AND CLAIMS

- Disagreements, protests, and claims shall be in accordance to Section 00199 of the Standard Specifications supplemented and/or modified as follows:

00199.20 Protest Procedure – Delete and substitute the following:

- The County desires to resolve claims at the lowest administrative level. A claim may be settled, in full or in part, at any of the four (4) steps of the claim review procedure as given in (a) through (d) of this subsection.
 - (a) STEP 1: County Road Master Review – Upon proper submittal of a claim as detailed in 00199.30, the Road Master will review the claim and advise the Contractor of the decision in writing. If the Road Master finds the claim has no merit, no offer of adjustment will be made, and the claim will be denied.

If the Contractor does not accept the Road Master’s decision, the Contractor may, within 10 calendar days request the Road Master to arrange a review at Step 2, (b) below.

- (b) STEP 2: County legal Counsel review – At the request of the Contractor, present the claims to the County legal Counsel for review and discussion. The County Legal Counsel will, within 10 calendar days, provide a written decision to the Contractor. If the Contractor does not accept the Step 2 decision, the Contractor may, within 10 calendar days, request the County Legal Counsel to arrange a review at Step 3, (c) below.
- (c) STEP 3: Crook County Court Review – At the request of the Contractor, present the claim to the Crook County Court. Within 20 calendar days the County Court will make arrangements to have the claim reviewed.

At the County Court's discretion, the claim will be reviewed by one of the following methods:

1. The Court or a representative appointed by the Court.
2. Hearings Official.

If the Court or the Court's representative reviews the claim, the Court will render a written decision within 10 days of receiving the complete claim information from the Contractor.

If a Hearings Official reviews the claim, the review will proceed as follows:

1. The Hearings Official will be chosen by Crook County.
2. The Hearings Official will be a representative of the construction community familiar with the administration of road construction and related contracts utilizing the Standard Specifications for Highway Construction, 2015 edition, and published by the State Highway Division, State of Oregon.
3. The Hearings Official will have no direct involvement in the contract and will not be an employee of Crook County
4. Compensation for the hearings official, if any will be shared equally by the Contractor and Crook County
5. The Hearings Official will hear presentations and review written documentation from the Contractor and Crook County.
6. The Hearings Official will prepare findings and a non-binding recommended decision and present them to the County Court within 10 calendar days of the hearing.
7. Within 10 days of receiving the recommendation of the Hearings Official, the County Court will provide a written decision to the Contractor.
8. If the Contractor does not accept the Step 3 decision by the County Court, the Contractor may proceed to Step 4, (d) below.
9. If the Contractor accepts the decision of the County Court, and Extra Work Order will be initiated to document the terms of the claim settlement.

The parties may agree to binding arbitration in lieu of a Step 3 Hearing Official review and such claim will be reviewed by a single arbitrator using the Construction Industry Arbitration Rules of the American Arbitration Association with the following conditions and exceptions:

1. The location of the arbitration shall be in Prineville, Oregon.
2. Each party shall bear its own costs (except arbitration filing costs), expert witness fees, and attorney's fees.
3. Arbitration filing costs and any arbitrator's fees will be divided equally between the Department and the Contractor.
4. Judgement upon the award rendered by the arbitrator may be entered in a court in Crook County, Oregon.

(d) STEP 4: Litigation

Any suit or action arising out of this contract may be filed by either party only after all other provisions of these specifications are exhausted. The suit or action shall be commenced within 1 year of the date of the "Second Notification" or within 6 months of the date of the County Court's decision, whichever is later, and shall be filed in a court of competent jurisdiction in Crook County, Oregon.

IDENTIFICATION OF BIDDER(S) SURETIES
Crook County Chip Seal Oil Purchase and Application Project
Contract No.: 2022-01

The party who is submitting this proposal and who, if awarded the contract, will enter into the contract is

_____ (Enter "an individual", partnership, "a corporation" or "a limited liability company") PLEASE PRINT

doing business under the name _____
PLEASE PRINT

at _____
(Street) (City) (State) (Zip Code) (Phone Number)

which is the address to which all communications concerning this proposal and the contract should be sent.

The name of the surety, who will furnish the performance bond and payment bond covering the contract, if awarded, and the name, address, and telephone number of the surety's local agent is:

Name of Surety: _____

Name of Agent : _____ Agent's Ph: _____.

Address: _____
(Street) (City) (State) (Zip Code)

Accompanying this proposal as proposal guaranty is a _____ in the amount of at least ten percent (10%) of the total amount of the proposal. (Enter "Proposal Bond", cashier's check", or certified check").

If the Crook County Court accepts this proposal and awards a contract to the undersigned and if the undersigned then fails to promptly and properly execute the contract or bonds or deliver insurance certificates according to the terms and conditions stated in the specifications, the undersigned shall forfeit the proposal guaranty as liquidated damages to Crook County, by and through its County Court.

The undersigned agrees that damages in the event the undersigned fails in one or more of the respects set forth above are difficult to determine and that the amount of the proposed guaranty is a reasonable estimate of such damages and is an appropriate amount to be assessed as liquidated damages. The undersigned agrees to be held jointly and severally liable with the surety of the undersigned for payment of liquidated damages if the proposal guaranty is a proposal bond.

(Bidder's Name)

By _____

← **SIGN HERE**

_____, 20____
(Typed or Printed Name, and Title of Signer) (Date)

PROPOSAL BOND
Crook County Chip Seal Oil Purchase and Application Project
Contract No.: 2022-01

KNOW ALL MEN BY THESE PRESENTS, that _____

_____ a surety company duly organized under the laws of the State of _____ having its principal place of business at _____ in the State of _____, and authorized to do business in the State of Oregon, is held and firmly bound unto Crook County, in the full sum of ten percent (10%) of the total amount of the proposal for the work hereinafter described, for the payment of which, well and truly to be made, we bind ourselves, our heirs, executors, administrators and assigns, and successors and assigns, firmly by these presents.

The condition of this bond is such that, whereas _____ (Bidder) is herewith submitting its proposal for the following work, to wit: Estimated 770 tons of HFRS-P2/HFE-100S Chip Seal Oil and provide Equipment and Operator for Application of Chip Seal Oil for each District

All work is to be completed by **September 1, 2022**.

NOW THEREFORE, if said proposal submitted by said bidder is accepted by the Crook County Court, and the contract for said work is awarded to said bidder, and if the said bidder enters into and executes the said contract and furnishes bond and insurance as required by the County within the time fixed by the County, then this obligation shall be void; otherwise to remain in full force and effect. These obligations shall not be impaired or affected by any extension of time within which the County may accept the bid or the required submittals, and Surety waives notice of any such extensions.

Signed and sealed this _____ day of _____, 2022.

SURETY

PRINCIPAL

(Surety Company)

(Principal (Bidder))

(Signature)

(Signature)