SPECIFICATIONS

FOR

LIQUID ASPHALT MATERIALS, DELIVERY, CRC DISTRIBUTOR AND OPERATOR

CONTRACT NO. 06/07-M&S-52

BID OPENING:

10:00 A.M.,
WEDNESDAY, APRIL 19, 2006

LANE COUNTY DEPARTMENT OF PUBLIC WORKS
3040 NORTH DELTA HIGHWAY
EUGENE, OREGON 97408-1636

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COUNTY OF LANE
DEPARTMENT OF PUBLIC WORKS

NOTICE TO BIDDERS

Sealed Bids will be received by Arno Nelson, Road Maintenance Manager at the Office of the Department of Public Works, 3040 North Delta Highway, Eugene, Oregon until **10:00 a.m., Wednesday, April 19, 2006**, at which time and place they will be opened for the following project:

Contract No. 06/07-M&S-52
Liquid Asphalt Materials,
Delivery, CRC Distributor and Operator

For establishing unit prices for Lane County Department of Public Works liquid asphalt material, delivery, CRC distributor and operator needs during fiscal year 2006-2007. Materials will include liquid emulsified asphalt CRS-2, CRS-2P, CSS-1, HFRS-2, HFRS-P1, HFRS-P1 Dilute, RS-LTP and hot applied rubber modified liquid asphalt, in accordance with the general provisions and the specifications.

Bids are required for the entire work described therein.

Copies of the Specifications and Bid Booklets may be reviewed and/or obtained from the Office of the Department of Public Works at 3040 North Delta Highway, Eugene, Oregon. Copies of portions of Chapters 20 and 21.130 of the Lane Manual pertaining to Public Contracting, Bidding, Standard Provisions and Contract Procedures are available at the Lane County Department of Public Works offices.

A portion of the bidding information is available through Lane County's Website at **www.co.lane.or.us/pw–plan** (select "**2006 Projects**"). Information includes only: Invitation For Bids, Specifications, Addendums, Plan Holders List, and Bid Results. Bidding documents are not available through Lane County's Website. Only bidding documents obtained directly from Lane County Department of Public Works office may be used to submit bids.

This project is not for a public work and prevailing wage rates under state or federal law are not required. Bidder, Contractor, or subcontractor is not required to be registered with the Construction Contractor's Board or licensed by the state Landscape Contractor's Board for this project. This project does not require a contractor or subcontractor to have an asbestos abatement license as required by ORS 468A.720.

Each Bid must contain a statement as to whether the bidder is a resident or non-resident bidder, as defined in ORS 279A.120. All contractors must be "Equal Opportunity Employers" and comply with the appropriate provisions of state and federal law. All bidders shall be required to comply with ORS 656.017 regarding worker's compensation, unless they meet the requirements for an exemption under ORS 656.126.

ORS 279C.395 - The public contracting agency may reject any bid not in compliance with all prescribed public bidding procedures and requirements, and may reject for good cause any or all bids upon a finding of the agency it is in the public interest to do so. Lane County reserves the right to accept bids with minor deviations from plans and specifications.

All envelopes must be sealed and plainly marked on the outside showing the name of the bidder, name of the project, contract number and the word "BID". Each bid must be submitted on the required form and be accompanied by a cashier's check, certified check, or surety bond payable to "Lane County", Oregon in the amount of **$100.00**.

COUNTY OF LANE
DEPARTMENT OF PUBLIC WORKS

REQUEST FOR BID

A. Bids - Provisions and Conditions

1. COMPLETE BID MUST BE RETURNED. Failure to return a complete Bid may result in the bid being considered as non-responsive and rejected from further consideration.

2. If bidder does not wish to bid certain item numbers, enter **"NO BID"** in that section and leave page in proper sequence.

3. The bid shall be completed and the firm name and signature of an authorized person shall be in the space provided. **All bids must be signed and notarized.**

4. ORS 279C.395: The public contracting agency may reject any bid not in compliance with all prescribed public bidding procedures and requirements, and may reject for good cause any or all bids upon a finding of the agency it is in the public interest to do so.

5. Any bid may be withdrawn at any time prior to the time fixed in the public notice for receipt of bids, by providing written request for the withdrawal of the bid to the Department of Public Works, **Attention: Arno Nelson, Road Maintenance Manager**. The request shall be executed by the bidder or a duly authorized representative. Withdrawal of a bid will not prejudice the right of the bidder to file a new bid. A bid will not be accepted after the time as stated in the "Notice to Bidders" (Page 1). All bids shall be irrevocable for a period of 60 days from the day of opening.

6. Bidders must satisfy themselves by personal examination of the specifications and provisions, and by such other means as they prefer, as to the actual conditions and requirements of the specifications and provisions, and shall not at any time, after submission of the bid, dispute, complain, or assert that there was any misunderstanding in regard to the nature, quality or description of the equipment, materials, and/or services to be supplied.

7. Protest of Specifications or Contract Terms and Conditions: Written bid specification protests shall be submitted to the Road Maintenance Manager a minimum of 5 days prior to the bid opening in accordance with Lane Manual 21.105(6).

8. **Bid Bond**

   a) A surety bond, cashier's check, or certified check of the bidder made payable to Lane County Department of Finance and Management Services in the amount of **$100.00**, must accompany each bid as security.

(No bid will be considered if accompanied by a personal check or cash as bid security). The Bid Bond shall be valid for a minimum of 60 days.

Upon execution and delivery to Lane County of the Contract by the successful bidder, the bid security shall be returned to the bidder. Any bidder who has been awarded a contract and who fails or neglects to promptly and properly execute the contract shall forfeit the bid security that accompanied the bid. The contract must be executed and delivered to the County within ten (10) days (excluding Sundays) of the day of the receipt by the successful bidder of the prepared contract. If the contract is not received by the County within the time limits, the County, at its option, may determine that the bidder has abandoned the bid award, in which case the bid security shall become the sole property of Lane County, and shall be considered as liquidated damages, and not as a penalty for failure of the bidder to execute the contract. The bid security of unsuccessful bidders shall be returned to them after the successful bidder has executed and delivered the contract to the County.

B. Contract Terms and Conditions

1. Contractor shall not permit any lien or claim to be filed or prosecuted against Lane County in connection with this contract and agrees to assume responsibility should such lien or claim be filed.

2. The contract may be canceled by Lane County for any willful failure or refusal on the part of Contractor to faithfully perform the contract according to its terms.

3. Contractor agrees that the performance of this contract is at 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 used in ORS 30.265

4. The Contractor agrees to indemnify, defend and hold Lane County, its Commissioners, agents, officers and employees harmless and defend all damages, losses and expenses included 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.

5. This purchase is subject to applicable standard public contract provisions of the Oregon Revised Statutes ORS 279A, B, and C, and Lane Manual Chapters 20 & 21, and all of the attached bid documents, provisions and specifications. Together with the Contract, they shall constitute the contract package.

6. Contractor, its subcontractors, if any, and all employers working under this contract are subject employers under the Oregon Workers' Compensation Law and shall comply with ORS 656.017, which requires them to provide Workers' Compensation coverage for all their subject workers, unless they meet the requirements for an exemption under ORS 656.126.

7. The County will purchase materials and supplies manufactured from recycled materials, if the recycled product is available, meets the applicable standards, can be substituted for a comparable non-recycled product and does not exceed the cost of the non-recycled product by more than five (5) percent (ORS 279A.125). The County reserves the right to make such a purchase even if the cost difference exceeds five (5) percent.

8. Performance Bond:

   a) **No performance bond is required as security for this project.**

C. Award and Execution of Contract

1. One or more contracts may be awarded, but only to qualified bidders.

2. The bidder's bid for the items to be furnished shall be submitted with the knowledge on the part of the bidder that the delivery or furnishing of the items cannot commence until a contract is duly and properly executed.

3. Delay in fulfillment of the Contract occasioned by failure on the part of Lane County to submit a contract execution will not entitle the bidder to extra compensation.

4. Protest of Intent to Award: A written protest of intent to award must be filed with the County Administrator within ten (10) days of the notice of award (date on letter of award notification). Protests of intent to award shall be handled in accordance with Lane Manual 21.105(13).

5. Bidders to whom the contracts are awarded shall, within 10 days (not including Sunday) from the date of receiving from Lane County Public Works Department the Contract prepared and ready for execution, deliver the Contract and required insurance certificate, fully and properly executed by Contractor, to Lane County Public Works Department. **Failure on the part of the bidder to whom the Contract is awarded to execute the Contract and to deliver the Contract and required insurance certificate as provided above will be just cause for cancellation of the Contract.**

D. Rejection or Acceptance of Bids

1. Bids received after the designated time of bid opening shall be returned to the bidder unopened.

2. Bids received on bidding documents that were not obtained directly from Lane County Department of Public Works shall be rejected.

3. The County reserves the right to accept or reject any or all bids, if by doing so it may best serve the interests of Lane County.

4. Bids may be rejected if they show any alteration of form, additions not called for, conditional bids, incomplete bids, erasures, or irregularities of any kind.

5. **Bids not properly signed and notarized are subject to rejection.**

6. When bids are signed by an agent, other than the officer or officers of a corporation authorized to sign contracts on its behalf, or a member of a partnership, a "Power of Attorney" must be on file with the Director of the Department of Finance and Management Services prior to opening of bids or shall be submitted with the bid. Failure to provide a said "Power of Attorney" will result in the bid being rejected as irregular.

7. If, in the opinion of County, the bidder's submitted delivery capability or schedule is such that it will inconvenience or cause hardship to the County, the County may, at its discretion, reject the bid.

8. Bids may be rejected if the price per unit cannot be determined, or have entries not typed or in ink, or has signatures or initials not in ink, or if the bid guarantee is insufficient or improper.

E. Disqualification of Bidders

1. More than one bid from an individual, firm, partnership, corporation, or combination thereof with an interest in more than one bid, will be cause for the rejection of all bids in which such individual, firm, partnership, corporation, or combination thereof, has an interest.

2. If there is reason to believe that collusion exists among bidders, none of the bids of the participants in such collusion will be considered, all involved bids shall be rejected. Bids in which prices are obviously unbalanced may be rejected.

3. For reasons cited in ORS 279C.440.

F. Amount of the Contract

The amount of the contract will be understood to be the total sum of the amounts computed from the items based on the quantities required by Lane County. Lane County shall purchase a minimum of $100.00 of the material and or services as specified in the “Notice to Bidders”.

G. Payment

Payments will be made on the accepted unit(s) delivered as called for in the specifications based upon the dollar amount per each unit or the total amount stated in the bid. Payment will be duly processed upon receipt of invoice and paid on a twice-monthly basis, normally within thirty days (30) of receipt of the invoice.

H. Delivery

1. The unit(s) to be furnished under the contract shall be delivered as called for by the County; however, the County may, at its discretion, extend the time for the completion of the contract without invalidating any of the provisions of the contract.

2. Each unit to be delivered shall be within material specification tolerances and equipment in first class operating condition with acceptance subject to Department of Public Works inspection and approval.

I. Warranty and/or Service Policy

1. The warranty and/or service policy shall be in accordance with and as called for in the specifications.

J. General Specifications

1. The items described herein shall be furnished in accordance with the specifications attached hereto as a part of the request for bid.

2. In case of conflict between the specifications and the general provisions, the specifications shall take precedence over and will be used in lieu of such conflicting portions of the general provisions.

3. Silence of Specifications: The apparent silence of these specifications and supplemental specifications as to any detail or the apparent omission from it of a detailed description concerning any point shall be regarded as meaning that only best commercial practice is to prevail and that only material and workmanship of first quality are to be used.

4. All bidders must be an "equal opportunity employer" willing to comply with all applicable provisions of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972 (see 42 USCA 2000), all regulations thereunder (see 41 CFR Parts 60 and 60-1), Executive Orders 11246 and 11375 and all Oregon statutes and regulations regarding employment. Without limiting the generality of the foregoing, Contractor expressly agrees to also comply with: (i) Section V of the Rehabilitation Act of 1973; (ii) the Americans with Disabilities Act of 1990 (Pub L No. 101-336), ORS 659.425, and all regulations and administrative rules established pursuant to those laws; and (iii) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules, and regulations.

5. It shall be expected that suppliers shall furnish unit(s) conforming in all respects with the specifications. WHEN BRAND OR TRADE NAME APPEARS, IT SHALL BE UNDERSTOOD THAT IT IS USED TO ESTABLISH THE QUALITY STANDARD DESIRED. QUOTATIONS FOR EQUIVALENT ARTICLES WILL BE CONSIDERED, PROVIDED THAT SUCH EQUIVALENT ARTICLES ARE IDENTIFIED AS TO MANUFACTURER'S NAME, TRADE NAME, MAKE AND MODEL, AND CATALOG NUMBER ON THE QUOTATION REQUEST FORM.

K. Certificate of Insurance

As evidence of the insurance coverages required by this Contract, the Contractor shall furnish a certificate of insurance to

Lane County
Department of Public Works
3040 North Delta Highway
Eugene, OR 97408
Attention: Administrative Services

The certificate will specify parties who are Additional Insured and must include a notice provision regarding cancellation. Insurance coverages required under this contract shall be obtained from insurance companies authorized to do business in the State of Oregon. If Contractor is self-insured under the laws of the State of Oregon, Contractor shall provide appropriate declarations of coverage.

Continuation of Coverage - Contractor shall not cancel, materially change, or not renew insurance coverages. Contractor shall notify Lane County Risk Manager, 125 East 8th Avenue, Eugene, OR 97401, of any material reduction or exhaustion of aggregate limits. Should any policy be canceled before final payment by Lane County to Contractor and should Contractor fail to immediately procure other insurance as specified, Lane County reserves the right to procure such insurance and to deduct the cost thereof from any sum due Contractor under this contract. Any insurance bearing on any 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, Lane County reserves the right to procure such insurance and to charge the cost thereof to Contractor.

Workers' Compensation - All employers, including the Contractor, that employ subject workers who work under the contract in the State of Oregon shall provide workers' 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.

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 Page 3 of the bidder's Bid Booklet.

Responsibility for Payment of Damages - Nothing contained in these insurance requirements is to be construed as limiting the extent of the Contractor's responsibility for payment for damages resulting from Contractor's operation under this contract.

Contractor shall provide all insurance as stipulated in the following section entitled "Insurance Coverages Required."

INSURANCE COVERAGES REQUIRED

Contractor shall not commence any work until Contractor obtains, at Contractor's expense, all required insurance as specified below. Such insurance must have the approval of Lane County as to limits, form, and amount. The types of insurance Contractor is required to obtain or maintain for the full period of the contract will be:

__X__ **COMMERCIAL GENERAL LIABILITY** insurance covering personal injury, bodily injury, and property damage with limits as specified below. The insurance shall include:

COVERAGES	LIMITS
____ Explosion & Collapse	__X__ $1 million per occurrence
____ Underground Hazard	____ Limits of the Oregon Tort Claims Act (ORS 30.270), limits presently at $500,000 per occurrence
__X__ Products/Completed Operations	
__X__ Contractual Liability	
__X__ Broad Form Property Damage	
__X__ Owners & Contractors' Protective	____ Other

FORM

All policies must be of the occurrence form with combined single limit for bodily injury and property damage. Any deviation from this must be reviewed by the Risk Manager. All claims-made forms must have the prior approval of Risk Manager. Submit a complete copy of claims-made policies and endorsements with the certificate of insurance.

__X__ **AUTOMOBILE LIABILITY** insurance comprehensive form with limits as specified below. The coverage shall include owned, hired, and non-owned automobiles.

LIMITS

__X__ $1 million per occurrence
____ Not less than the limits of the Oregon Tort Claims Act (ORS 30.270) presently at $500,000 per occurrence
____ Other

_____ **PROFESSIONAL LIABILITY** insurance with limits not less than _____.

__X__ **ADDITIONAL INSURED CLAUSE** The liability insurance coverage's required for the performance of this contract shall be endorsed to name Lane County, its commissioners, officers, agents, and employees as additional insured on a primary basis with respect to the activities performed under this contract.

__X__ **WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY** as statutorily required for persons performing work under this contract. Any sub-contractor hired by Contractor shall also carry Workers' Compensation and Employers' Liability Coverage.

EMPLOYER'S LIABILITY

__X__ Limits of $500,000

_____ **BUILDERS' RISK** insurance special form. Limits to be the value of the contract or $_____.

_____ **FIDELITY BOND** covering the activities of any person, named or unnamed, responsible for collection and expenditures of funds. Limit $_____ per employee.

5/03

Any questions concerning insurance and indemnity should be directed to the Lane County Risk Manager at 541-682-4569

SPECIAL TERMS AND CONDITIONS

Statements concerning renewal, contract execution, product performance, and special coordination are included in this section.

FAMILIARIZATION

Bidders' questions may be directed to **Arno Nelson, Road Maintenance Manager, at (541) 682-6993**. Any explanation or interpretation of the plans and specifications needed by the bidder shall be requested in writing. Oral explanations or interpretations given before receiving bids will not be binding.

CONTRACT EXECUTION

The Contractor shall be required to return the signed contract and required attachments such as an insurance certificate within ten (10) days after issuance by Lane County. No liability shall be incurred by Lane County until the Contractor receives an executed copy of the contract.

QUANTITIES

Lane County shall purchase a minimum of $100.00 of the material and or services as specified in the "Notice to Bidders" during the term of this contract. The purpose of this specification is to establish unit prices for various materials, delivery of materials to specified areas, and a CRC distributor and operator.

SPECIFICATIONS

FOR

BID

CONTRACT NO. 06/07-M&S-52

LIQUID ASPHALT MATERIALS, DELIVERY, CRC DISTRIBUTOR AND OPERATOR

SPECIFICATIONS

LIQUID ASPHALT MATERIALS, DELIVERY, CRC DISTRIBUTOR AND OPERATOR

GENERAL PURPOSE

It is the intent of the County to contract for the provision of Liquid Emulsified Asphalt CRS-2, CRS-2P, CSS-1, HFRS-2, HFRS-P1, HFRS-P1 Dilute, RS-LTP, hot applied rubber modified liquid asphalt, delivery, CRC distributor and operator at set unit prices for the period **July 1, 2006 through June 30, 2007**.

TAXES

The County is not subject to taxation: No federal or other taxes shall be included in the quoted prices.

BIDDING CONSIDERATIONS

Contracts may be awarded to all qualified bidders. Estimated quantities of liquid asphalt oil by ton and delivery reference points are listed on the map, Insert A, to assist Contractor in establishing a unit price for delivery only. Lane County shall purchase a minimum of $100.00 worth of material and or services during the fiscal year 2006-2007. Lane County reserves the right to purchase liquid asphalt material, delivery, CRC distributor and operator from other suppliers and shall not be deemed to have violated the Contract.

Lane County reserves the right to immediately terminate delivery of any oil products from a supplier upon receipt of any failing test results obtained from site samples. Lane County also reserves the right to change suppliers upon receipt of any failing test results. A supplier may re-qualify any failing product by providing new written certification and re-submitting samples for testing of asphalt properties. Re-certification of an oil product will not obligate Lane County to continued purchase of the product.

SELECTION OF SUPPLIER

Selection of the supplier for Lane County will be based upon product qualification, product availability and the combined material unit prices and delivery prices as bid or the material unit prices as bid and the haul for Lane County including loading time and facilities, whichever are most economical. In addition, analysis for differences in application rate required for cover aggregate will be included as an economic component.

ORDERING

Orders will be placed by telephone directly to the vendor, by 4:00 p.m. the preceding day of the desired delivery date. Destination, directions, and expected arrival time will be issued at the time of ordering.

FREIGHT

Lane County will pay freight for the actual tons of material delivered. Return freight for unused materials will be paid at the unit delivery price as quoted in Bid Item #9.

DEMURRAGE

Lane County will unload material within two hours after agreed vendor arrival time. If unloading extends beyond two hours, the vendor may assess Lane County a demurrage charge (see Bid Item No. 11).

If vendor does not meet Lane County's agreed arrival time, a demurrage charge equal to vendor's unit bid price for demurrage will be assessed vendor. The demurrage charge will show as a credit to Lane County on vendor's invoice.

DELIVERY/TEMPERATURE

Materials shall be delivered to specified areas as called for. Loading temperatures shall be above the following listed minimums:

CRS-2	CRS-2P	CCS-1	HFRS-2
165°F	165°F	100°F	170°
HFRS-P1	**HFRS-P1-Dilute**	**RS-LTP**	**Hot Applied Asphalt Rubber Modified**
170°F	170°F	170°F	350°F

ON SITE FIELD REPRESENTATIVE

Selected suppliers of liquid asphalt shall provide a qualified company representative to be on-site, on a daily basis, when oil products are being furnished. The on-site representative will witness the construction activities, monitor the site conditions, visually monitor the material quality of the liquid oils and aggregate cover aggregate, monitor liquid asphalt application rates, and assist in the coordination of material delivery. At any time that the supplier's on-site field representative notes a special or unusual condition which, in the supplier's opinion, may have a negative impact on the quality of the final product they will be required to immediately bring the condition to the attention of the County's on-site supervisor. The on-site representative will document daily, in writing the conditions witnessed at the project site. A copy of the on-site field representative's documentation will be provided to the County on a daily basis.

MATERIAL QUALIFICATION AND TESTING

PRIOR TO DELIVERY

Prior to final selection of suppliers to be used under this contract, each supplier will be required to:

1. Provide a written certification that the materials to be furnished under this contract will meet the minimum requirements for the type and grade liquid asphalt specified herein.

2. Determine the chemical compatibility of their oils to the aggregate scheduled for use in conjunction with this contract. Lane County will furnish each supplier a sample of the pre-produced aggregate from project stockpiles intended for use as chip seal cover aggregate. The supplier will determine the adhesive properties and resistance to stripping for the materials scheduled for use. Lane County will check stripping characteristics using AASHTO T182.

3. Each supplier will report to the Engineer in writing, the results of their testing and specifically list any incompatibilities or recommendations prior to furnishing any asphalt materials under this contract.

4) Provide two, (1) quart, samples of each product type and grade intended for delivery and use for testing by Lane County. Test results on the physical properties of the liquid asphalt products will be required to be within the specified grading range for each type of oil furnished prior to acceptance of the oil products intended for use under this contract.

ACCEPTANCE TESTING

Lane County will conduct acceptance sampling and testing to determine specification compliance of the liquid asphalt being delivered to the various project sites. Lane County will randomly sample, on a daily basis, liquid asphalt material furnished to the project site. Sampling and testing will be conducted in accordance to the following procedures:

A. Two, one quart, samples will be obtained daily. One sample will be subject to testing, the second sample will be used as a backup sample. From the daily samples, two oil samples per week will be tested for compliance to the specified grading requirements at an independent testing laboratory chosen by Lane County. Oils will be tested in accordance to the test procedures shown in tables for the type asphalt specified.
B. Polymer content of polymer modified emulsions may be tested in accordance to AASHTO T302.
C. It is anticipated that testing results will not be available until four (4) days after sampling.
D. Test results will be provided to the supplier.

FAILING TEST RESULTS

Should failing test results be reported to Lane County's from its independent testing laboratory, the following procedure will be followed:

1) Material delivery will be immediately terminated upon receipt of a failing test result.
2) Lane County will solely make the determination when it is in the best interest of the County to terminate the work.
3) The back up sample from the date of the failing sample will be submitted for testing.
4) The daily sample obtained from the day before and the day following the date of the failing test will be submitted for testing.
5) The backup test results will be used to verify the accuracy of the initial test result. If the backup test result is within specification it will be used in lieu of the original test result.
6) If applicable, test results from the day before and the day following the reported failed test result will be used to document the quantity of the out of specification product that has been delivered to Lane County.

PAYMENT

Payment will be made at the contract unit price for all asphalt materials that are in compliance to the project specifications, based on the actual quantity of materials furnished. **There will be no compensation for materials furnished that are not in compliance with the applicable material specifications.**

CATIONIC EMULSIFIED ASPHALT

General Requirement: The cationic emulsified asphalt furnished under this specification shall be an emulsion of asphalt cement, water and emulsifying agent. The emulsified asphalt shall be homogeneous. It shall show no separation of asphalt after thorough mixing within 30 days after delivery. It shall meet the following requirements when tested within 30 days of sampling according to AASHTO Method T 59.

GRADE	RAPID SETTING				MEDIUM SETTING						SLOW SETTING			
	CRS-1[4]		CRS-2[4]		CMS-2S		CMS-2		CMS-2h		CSS-1		CSS-1h	
	Min	Max	Min	Max	Min	Max	Min	Max	Min	Max	Min	Max	Min	Max
TESTS ON EMULSION:														
Saybolt Viscosity @ 25°C (77°F), SFS											20	100	20	100
Saybolt Viscosity @ 50°C (122°F), SFS	20	100	150*	400	50	450	50	450	50	450				
Settlement, % (5 days) [1]		5		5		5		5		5		5		5
Storage Stability, % (1 day) [2]		1		1		1		1		1		1		1
Demulsibility 35 mi. 0.8% sodium dioctyl sulfosuccinate, % [3]	40		40											
Coating ability & water resistance: Coating, dry aggregate Coating, after spraying Coating, wet aggregate Coating, after spraying					Good Fair Fair Fair		Good Fair Fair Fair		Good Fair Fair Fair					
Particle charge test	Positive		Positive		Positive		Positive		Positive		Positive[5]		Positive[5]	
Sieve test, % [7]		0.10		0.10		0.10		0.10		0.10		0.10		0.10
Cement mixing test, %												2.0		2.0
Classification test	Passes		Passes											
Distillation to 260°C (500°F): Oil distillate, % (by volume of emulsion) Residue, % (by weight)	60	3	65	3	60	12[6]	65	8[6]	65	8[6]	57	3[6]	57	3[6]
TESTS ON RESIDUE FROM DISTILLATION:														
Penetration @ 25°C (77°F), 100g, 5s, dmm	100[4]	250[4]	100[4]	250[4]	100	250	100	250	40	90	100	250	40	90
Ductility @ 25°C (77°F), cm	40		40		40		40		40		40		40	
Solubility in Trichloroethylene, %	97.5		97.5		97.5		97.5		97.5		97.5		97.5	

* Modification of AASHTO M 208

(1) The test requirement for settlement may be waived when the emulsified asphalt is used in less than 5 days time; or the purchaser may require that the settlement test be run from the time the sample is received until it is used, if the elapsed time is less than 5 days.

(2) The 24-hour (1 day) storage stability test may be used instead of the 5-day settlement test.

(3) The demulsibility test shall be made within 30 days from date of shipment.

(4) When CRS-1h or CRS-2h is specified, the penetration range is changed from 100-250 dmm to 40-90 dmm.

(5) Must meet a pH requirement of 6.7 maximum (AASHTO T 200 pH of Aqueous Solutions with the Glass Electrode) if the Particle Charge Test result is inconclusive.

(6) As required under Oregon Administrative Rules, Chapter 340, Division 22 - Department of Environmental Quality.

(7) This test requirement on representative samples is waived, if successful application of the material has been achieved in the field. (per AASHTO M-140)

ANIONIC EMULSIFIED ASPHALT

General Requirement: The anionic emulsified asphalt furnished under this specification shall be an emulsion of asphalt cement, water and emulsifying agent. The emulsified asphalt shall be homogeneous. It shall show no separation of asphalt after thorough mixing within 30 days after delivery. It shall meet the following requirements when tested within 30 days of sampling according to AASHTO Method T 59 as modified.

GRADE	HFRS-2(1)		HFMS-2(2)		HFMS-2S(3)	
	Min	Max	Min	Max	Min	Max
TESTS ON EMULSION:						
Saybolt Viscosity @ 25°C (77°F), SFS			100		50	
Saybolt Viscosity @ 50°C (122°F), SFS	50*	400				
Sieve Test, %		0.10		0.10		0.10
Storage Stability, % (1 day)		1		1		1
Demulsibility, 0.02N/50 $CaCl_2$	30*					
Distillation to 260°C (500°F):						
Oil Distillate, % (by volume of emulsion)		7*		7*	1	7
Residue, % (by weight)	63		65		65	
TESTS ON RESIDUE FROM DISTILLATION:						
Penetration @ 25°C (77°F), 100g, 5s, dmm	90*	200	100	300*	200	
Ductility @ 25°C (77°F), cm	40		40			
Float Test @ 60°C (140°F), seconds	1200		1200		1200	

*** Modification of AASHTO M 140**

(1) Formerly HFE-90
(2) Formerly HFE-150
(3) Formerly HFE-300

STANDARD DUTY POLYMER-MODIFIED EMULSIFIED ASPHALT FOR CHIP SEALS

General Requirements: This specification has been designed to yield a set of distinguishing characteristics for a polymer-modified emulsion. It is for use in experimental chip seal projects and normal chip seal projects where early chip retention and resistance to chip loss is an important objective. The binder is not a conventional asphalt cement. The asphalt must be polymerized before shipment. It shall show no separation of asphalt after thorough mixing within 14 days after delivery. It shall meet the following requirements when tested within 14 days of sampling according to AASHTO Method T 59 as modified.

GRADE	HFRS-P1[10]		CRS-2P		LMCRS-2H		PMCRS-2		RS-LTP	
	Min	Max	Min	Max	Min	Max	Min	Max	Min	Max
TESTS ON EMULSION:										
Saybolt Viscosity @ 50°C (122°F), SFS	50		100	400	75	400	75	300	50	300
Sieve Test, %		0.10		0.10		0.30		0.30		0.10
Storage Stability, % (1 day) After thorough mixing shall be smooth and homogeneous throughout and shall show no material separation after setting undisturbed for 24 hours.		1.0		1.0		1.0		1.0		1
Demulsibility, %	30		40		40		40		60	
Distillation: Oil distillate, % (by volume of emulsion) Residue, % (by weight)	65[1]	3.0	65[2]	3.0	65[1]		65[3]		65[1]	3.0
Breaking Index @ 25°C (77°F)[4]										80
TESTS ON RESIDUE FROM:	DISTILLATION				EVAPORATION				DISTILLATION	
Penetration @ 25°C (77°F), 100g, 5s, dmm	90	150	90	150	40	90	100	200	90	300
Float Test @ 60°C (140°F), seconds	1200									
Solubility in Trichloroethylene, % [5]	97.5		97.5		97.5		97.5			
Elastic Recovery, % [6]	30								30	
Torsional Recovery			18[7]		18[8]		18[8]			
Ductility @ 25°C (77°F), cm					40		40			
Force Ductility @ 4°C (39.2°F), 5cm/min[9]									0.15	

(1) AASHTO T 59 with modifications to include a 204± 5°C (400° ± 10°F) maximum temperature to be held for 15 minutes.
(2) AASHTO T 59 with modifications to include 300 grams emulsion and a 177 ± 5°C (350° ± 10°F) maximum temperature to be held for 15 minutes.
(3) AASHTO T 59, Residue by Evaporation.
(4) ODOT TM 431, Breaking Index - method of testing on file at ODOT Materials Laboratory in Salem, Oregon.
(5) AASHTO T 44, Solubility of Bituminous Materials. May be waived if polymer modification interferes with test accuracy.
(6) ODOT TM 429, Elastic Recovery - method of testing on file at ODOT Materials Laboratory in Salem, Oregon.
(7) ODOT TM 428 Method A, Torsional Recovery - method of testing on file at ODOT Materials Laboratory in Salem, Oregon.
(8) ODOT TM 428 Method B, Torsional Recovery - method of testing on file at ODOT Materials Laboratory in Salem, Oregon.
(9) ODOT TM 427, Force Ductility - method of testing on file at ODOT Materials Laboratory in Salem, Oregon.
(10) Formerly HFE-90-1S

HFRS-P1 DILUTE

Specification

1) The dilute HFRS-P1 asphalt cement base stock shall meet the HFRS-P1 specifications for the Standard Duty Polymer-Modified Emulsified Asphalt for Chip Seals as shown in the general requirements table.

2) The dilution rate will normally be set at 50 percent. Lane County reserves the right to use a dilution range of 40-60 percent without affecting the unit Bid price.

3) The emulsion must be diluted at the plant using warm (60°C) water.

RUBBER MODIFIED LIQUID ASPHALT

Rubber Modified Liquid Asphalt Specifications

TEST PROPERTIES	SPECIFICATIONS		
	Minimum	**Maximum**	
Ground Tire Rubber Content, %	5.0		
Penetration @ 25C°(77F), 100g, 5 sec	90	140	ASTM D 5
Absolute Viscosity @ 60C°(140F), poise	1500		ASTM D 2171
Viscosity @ 135C°(275F), centistokes		2000	ASTM D 2170
Force Ductility Ratio @ 4C°, 5cm/min,cm	0.30		ODOT TM 427
Elastic Recovery @ 10C°, 20 cm elongation, 5cm/min, % recovery after 1 hour	55		ODOT TM 429
COC Flash Point, (C°)	260 (500F)		ASTM D 3143
Softening Point, (C°)	45		ASTM D 36
Solubility in Trichloroethylene, %	98		ASTM D 2042

Rubber Modified Liquid Asphalt products Bid under this contract will meet all of the test properties as specified.

PREQUALIFIED PRODUCTS

AC15 5TR as produced by Wright Oil.

PREQUALIFICATION PROCESS

The Engineer will accept alternate products with similar characteristics and test properties based on pre-qualification testing and field performance demonstration.

To obtain pre-qualification of a product the contractor will be required to submit a 2 one quart samples of the Rubber Modified Liquid Asphalt for testing by Lane County. In addition, the requesting contractor will be required to provide sufficient asphalt product and distributor to apply the asphalt, to do a field performance test strip on approximately 0.5 miles of road. The test strip will be comprised of a single chip seal. Lane County will furnish and apply the chip cover aggregate.

Lane County will evaluate the performance of the proposed product for a period of one year. If in the opinion of the Engineer the product fails to satisfactorily retain the cover aggregate or not bond to the underlying surface the product will be considered to have failed. If the product performs satisfactorily the product will be added to the pre-qualified products list.

INSERT MAP HERE

LANE COUNTY
REQUIREMENTS CONTRACT

In consideration of the covenants set forth below, _____ _____, hereinafter referred to as **CONTRACTOR** and Lane County, a political subdivision of the State of Oregon, acting by and through its Board of County Commissioners, hereinafter referred to as **COUNTY**, mutually contract as follows:

1. **CONTRACTOR** agrees and covenants with **COUNTY** that he/she will furnish liquid asphalt materials, delivery, CRC distributor and operator, as per the specifications, the bid proposal and invitation to bid attached hereto and incorporated herein in full, on an as-needed basis at a unit price to the **COUNTY** as stated in the bid proposal, in accordance with the attached specifications identified as **Liquid Asphalt Materials, Delivery, CRC Distributor and Operator, Contract No. -M&S-52**. All of the attached specifications together with this contract constitute the contract documents.

COUNTY agrees it shall purchase a minimum of $100.00 of materials and services during the term of the contract.

2. The applicable provisions of the Lane Manual, Chapters 20 and 21.130 setting forth standard provisions for public contracts are incorporated by reference as if fully set forth herein.

3. Contract period shall be **July 1, 200 to June 30, 200**.

4. Payments will be duly processed upon receipt of invoice. Payments shall normally be made within thirty (30) days' of receipt of invoice.

5. The contract may be canceled at the election of either party upon 30 days' written notice to the other party or upon willful failure or refusal of the **CONTRACTOR** to perform according to the terms of the contract effective on the date specified in the written notice.

6. The performance of this contract is at **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 used in ORS 30.265. Notwithstanding the Oregon Tort Claims Act or provisions of any other contract, **CONTRACTOR** is acting as and assumes liability of an independent contractor as to any claims between **COUNTY** and **CONTRACTOR**. **CONTRACTOR** is solely liable for any workers' compensation coverage; social security, unemployment insurance or retirement payments; and federal or state taxes due as a result of payments under this contract. Any subcontractor hired by the **CONTRACTOR** shall be similarly responsible.

7. **CONTRACTOR** agrees to indemnify, defend and hold **COUNTY**, its Commissioners, agents, officers and employees harmless and defend all damages, losses and expenses included 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. Nothing in this provision shall be construed to waive, release, or extinguish the rights of the **CONTRACTOR** to an equitable adjustment arising out of unreasonable delay in performing the contract to the extent the delay is caused by the **COUNTY**.

8. **CONTRACTOR**, its subcontractors, if any, and all employers working under this contract are subject employers under the Oregon Workers' Compensation Law and shall comply with ORS 656.017, which requires them to provide Workers' Compensation coverage for all their subject workers, unless they meet the requirements for an exemption under ORS 656.126. **CONTRACTOR** is solely liable for any Workers' Compensation coverage under this contract.

By execution of this contract, contractor certifies under penalty of perjury that:

a. To the best of Contractor's knowledge, Contractor is not in violation of any tax laws described in ORS 305.380(4); and

b. Contractor has not discriminated against minority, women or small business enterprises in obtaining any required subcontract.

9. **CONTRACTOR** is not currently employed by **COUNTY** and will not be under direct control of **COUNTY.**

10. **CONTRACTOR** agrees that it will comply with all applicable federal, state, and local laws, regulations and rules concerning performance of this contract.

11. All modifications and amendments to this contract shall be in writing executed by the parties.

12. **CONTRACTOR** shall not permit any lien or claim to be filed or prosecuted against the **COUNTY** on account of any labor or material furnished, shall assume responsibility for satisfaction of any lien so filed or prosecuted and shall defend against, indemnify, and hold **COUNTY** harmless from any such lien or claim.

13. **CONTRACTOR** certifies she/he has all necessary licenses, permits, or certificates of registration (Including Construction Contractors Board registration, if applicable), necessary to perform the work covered by this contract, and certifies that all subcontractors shall likewise have all necessary licenses, permits, or certificates before performing any work. The failure of **CONTRACTOR** to have or maintain such licenses, permits, or certificates is grounds for rejection of a bid or immediate termination of the contract.

14. The **CONTRACTOR** shall not delegate, subcontract or assign any duties covered by this agreement without the prior written approval of the **COUNTY**. If subcontracting is permitted, **CONTRACTOR** shall include following provisions in the subcontract: 1) a payment clause that obligates the **CONTRACTOR** to pay the first-tier subcontractor for satisfactory performance within 10 days of payment by **COUNTY**, and out of amounts paid by **COUNTY** under this contract; 2) an interest penalty clause obligating the **CONTRACTOR** to pay interest in accordance with ORS 279C.580(3)(b) if **CONTRACTOR** does not make payment within 30 days after receipt of payment from the **COUNTY**; 3) a clause requiring each first-tier subcontractor to include the clauses in 1) and 2) above in any subcontracts.

15. Waiver: Failure of the **COUNTY** to enforce any provision of the contract shall not constitute a waiver or relinquishment by the **COUNTY** of the right to such performance in the future nor of the right to enforce that or any other provision of this contract.

NOT FOR CONSTRUCTION

16. Severability: If any provision of this contract is declared by a court to illegal or in conflict with any law, 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 the contract did not contain the particular provision held to be invalid.

IN WITNESS WHEREOF, the parties hereto have executed this contract on this _____ day of _____, 200 .

CONTRACTOR

_____
Company Name

By_____
Signature

_____
Print or Type Name

_____
Address

_____
City State Zip

_____
Telephone No.

_____
Social Security or Business ID Number

Date_____

LANE COUNTY, OREGON

_____
William A. Van Vactor
County Administrator

Date_____

APPROVED AS TO FORM

Date_____Lane County

_____
OFFICE OF LEGAL COUNSEL

FOR INFORMATION ONLY

STANDARD PROVISIONS
21.130 Standard Contract Provisions

The following standard public contract clauses shall be included expressly or by reference where appropriate in every contract of the County.

(1) Contractor shall make payment promptly, as due, to all persons supplying to such contractor labor or material for the prosecution of the work provided for in the contract, and shall be responsible for payment to such persons supplying labor or material to any subcontractor.

(2) Contractor shall pay promptly all contributions or amounts due to the State Industrial Accident Fund and the State Unemployment Compensation Fund from contractor or any subcontractor in connection with the performance of the contract.

(3) Contractor shall not permit any lien or claim to be filed or prosecuted against the County on account of any labor or material furnished, shall assume responsibility for satisfaction of any lien so filed or prosecuted and shall defend against, indemnify and hold County harmless from any such lien or claim.

(4) Contractor and any subcontractor shall pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.

(5) For public improvement and construction contracts only, if contractor fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to the contractor or a subcontractor by any person in connection with the public contract as such claim becomes due, the County may pay such claim to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due the contractor by reason of the contract. The payment of a claim in the manner authorized hereby shall not relieve the contractor or its surety from the obligation with respect to any unpaid claim. If the County is unable to determine the validity of any claim for labor or services furnished, the County may withhold from any current payment due contractor an amount equal to said claim until its validity is determined, and the claim, if valid, is paid by the contractor or the County. There shall be no final acceptance of the work under the contract until all such claims have been resolved.

(6) Contractor shall make payment promptly, as due, to any person, co-partnership, association or corporation furnishing medical, surgical, hospital or other needed care and attention, incident to sickness or injury, to the employees of contractor, of all sums which the contractor agreed to pay or collected or deducted from the wages of employees pursuant to any law, contract or agreement for the purpose of providing payment for such service.

(7) 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, emergency, or where public policy absolutely requires it, and in such cases the person 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 or 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 279B.020(1) for non-public improvement contracts or ORS 279C.540(1) for public improvement contracts.

For personal/professional service contracts as designated under ORS 279A.055, instead of (a) and (b) above, a laborer shall be paid at least time and a half for all overtime worked in excess of 40 hours in any one week, except for individuals under these contracts who are excluded under ORS 653.010 to 653.261 or under 29 U.S.C. Sections 201 to 209, from receiving overtime.

Contractor shall follow all other exceptions, pursuant to ORS 279B.235 (for non-public improvement contracts) and ORS 279C.540 (for public improvement contracts), including contracts involving a collective bargaining agreement, contracts for services, and contracts for fire prevention or suppression. For contracts other than construction or public improvements, this subsection (7) does not apply to contracts for purchase of goods or personal property.

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.

(8) The hourly rate of wage to be paid by any contractor or subcontractor to workers upon all public works shall be not less than the applicable prevailing rate of wage for an hour's work in the same trade or occupation in the locality where such labor is performed, in accordance with ORS 279C.800 to ORS 279C.850. For projects covered by the federal Davis-Bacon Act (40 USC 276a), contractors and subcontractors shall pay workers the higher of the state or federal prevailing rate of wage.

(9) The contractor, its subcontractors, if any, and all employers working under the contract are subject employers under the Oregon Workers' Compensation Law and shall comply with ORS 656.017, or otherwise be exempt under ORS 656.126.

(10) As to public improvement and construction contracts, Contractor shall comply with all applicable federal, state, and local laws and regulations, including but not limited to those dealing with the prevention of environmental pollution and the preservation of natural resources that affect the performance of the contract. A list of entities who have enacted such laws or regulations is found in the Oregon Attorney General's Model Public Contract Rules Manual, OAR 137-030-0010, Commentary 4. If new or amended statutes, ordinances, or regulations are adopted, or the contractor encounters a condition not referred to in the bid document not caused by the contractor and not discoverable by reasonable site inspection which requires compliance with federal, state, or local laws or regulations dealing with the prevention of environmental pollution or the preservation of natural resources, both the County and the contractor shall have all the rights and obligations specified in ORS 279C.525 to handle the situation.

(11) The contract may be canceled at the election of County for any substantial breach, willful failure or refusal on the part of contractor to faithfully perform the contract according to its terms. The County may terminate the contract by written order or upon request of the contractor, if the work cannot be completed for reasons beyond the control of either the contractor or the County, or for any reason considered to be in the public interest other than a labor dispute, or by reason of any third party judicial proceeding relating to the work other than one filed in regards to a labor dispute, and when circumstances or conditions are such that it is impracticable within a reasonable time to proceed with a substantial portion of the work. In either case, for public improvement contracts, if the work is suspended but the contract not terminated, the contractor is entitled to a reasonable time extension, costs and overhead per ORS 279C.655. Unless otherwise stated in the contract, if the contract is terminated, the contractor shall be paid per ORS 279C.660 for a public improvement contract.

(12) If the County does not appropriate funds for the next succeeding fiscal year to continue payments otherwise required by the contract, the contract will terminate at the end of the last fiscal year for which payments have been appropriated. The County will notify the contractor of such non-appropriation not later than 30 days before the beginning of the year within which funds are not appropriated. Upon termination pursuant to this clause, the County shall have no further obligation to the contractor for payments beyond the termination date. This provision does not permit the County to terminate the contract in order to provide similar services or goods from a different contractor.

(13) By execution of this contract, contractor certifies, under penalty of perjury that:

(a) To the best of contractor's knowledge, contractor is not in violation of any tax laws described in ORS 305.380(4), and

(b) Contractor has not discriminated against minority, women or small business enterprises in obtaining any required subcontracts.

(14) Contractor agrees to prefer goods or services that have been manufactured or produced in this State if price, fitness, availability or quality are otherwise equal.

(15) Contractor agrees to not assign this contract or any payments due hereunder without the proposed assignee being first approved and accepted in writing by County.

(16) Contractor agrees to make all provisions of the contract with the County applicable to any subcontractor performing work under the contract.

(17) The County will not be responsible for any losses or unanticipated costs suffered by contractor as a result of the contractor's failure to obtain full information in advance in regard to all conditions pertaining to the work.

(18) All modifications and amendments to the contract shall be effective only if in writing and executed by both parties.

(19) The contractor certifies he or she has all necessary licenses, permits, or certificates of registration (including Construction Contractors Board registration or Landscape Contractors Board license, if applicable), necessary to perform the contract and further certifies that all subcontractors shall likewise have all necessary licenses, permits or certificates before performing any work. The failure of contractor to have or maintain such licenses, permits, or certificates is grounds for rejection of a bid or immediate termination of the contract.

(20) Unless otherwise provided, data which originates from this contract shall be "works for hire" as defined by the U.S. Copyright Act of 1976 and shall be owned by the County. Data shall include, but not be limited to, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. Ownership includes the right to copyright, patent, register and the ability to transfer these rights. Data which is delivered under the contract, but which does not originate therefrom shall be transferred to the County with a nonexclusive, royalty-free, irrevocable license to publish, translate, reproduce, deliver, perform, dispose of, and to authorize others to do so; provided that such license shall be limited to the extent which the contractor has a right to grant such a license. The contractor shall exert all reasonable effort to advise the County, at the time of delivery of data furnished under this contract, of all known or potential invasions of privacy contained therein and of any portion of such document which was not produced in the performance of this contract. The County shall receive prompt written notice of each notice or claim of copyright infringement received by the contractor with respect to any data delivered under this contract. The County shall have the right to modify or remove any restrictive markings placed upon the data by the contractor.

(21) If as a result of this contract, the contractor produces a report, paper, publication, brochure, pamphlet or other document on paper which uses more than a total 500 pages of 8 1/2" by 11" paper, the contractor shall conform to the Lane County Recycled Paper Procurement and Use policy, LM 2.440 through 2.448, by using recycled paper with at least 25% post-consumer content which meets printing specifications and availability requirements.

(22) The Oregon Standard Specifications for Construction adopted by the State of Oregon, and the Manual on Uniform Traffic Control Devices, each as is currently in effect, shall be applicable to all road construction projects except as modified by the bid documents.

(23) As to contracts for lawn and landscape maintenance, the contractor shall salvage, recycle, compost or mulch yard waste material in an approved site, if feasible and cost-effective.

(24) As to public improvement contracts for demolition, the contractor shall salvage or recycle construction and demolition debris, if feasible and cost-effective.

(25) When a public contract is awarded to a nonresident bidder and the contract price exceeds $10,000, the contractor shall promptly report to the Department of Revenue on forms to be provided by the department the total contract price, terms of payment, length of contract and such other information as the department may require before the County will make final payment on the contract.

1/1/06

BIDDER'S RESPONSE SHEETS

THE FOLLOWING FORMS MUST BE RETURNED IN ORDER TO QUALIFY THE BID FOR CONSIDERATION.

BID PAGE: **Signed and notarized.**

BIDDER'S RESPONSE: Answer any questions and submit any additional information desired, including alternatives. Alternatives may or may not be taken into consideration, depending on the specification requirements.

BID SECURITY: Bid security **in the amount of $100.00 shall accompany each bid**. **(No personal check or cash will be accepted as bid security). See Page 2-3, Item 8a of the Specifications**. The attached Bid Bond form may be used when the bidder is unable to obtain a standard surety bond.

MSDS SHEETS: Please submit with your bid a current "Material Safety Data Sheet" (MSDS) on the product(s) being bid in this Contract.

THE FOLLOWING MAY BE REQUIRED, AS STIPULATED IN THE BID, WHEN THE CONTRACT IS SIGNED AND RETURNED TO THE COUNTY.

PERFORMANCE BOND: **(No Performance Bond is required for Liquid Asphalt Contracts)**.

CERTIFICATE OF INSURANCE: Attach a standard insurance certificate as required in accordance with **Pages 7-9 of the Specifications**.

REJECTION OF BIDS: LM 21.105(10) The County may reject any bid not in compliance with all prescribed public bidding procedures and requirements, and may reject for good cause any or all bids upon a finding of the County that it is in the public interest to do so, or when the County determines it is in the best interests of the County to do so.

BID SCHEDULE

(FOR INFORMATION ONLY)

Contract No. 06/07-M&S-52
Liquid Asphalt Materials,
Delivery, CRC Distributor and Operator

ITEM NO.	ITEM	UNIT	$ UNIT PRICE IN FIGURES
1.	CRS-2 Emulsified Asphalt……..	Per Ton	$ _____
2.	CRS-2P Emulsified Asphalt…….	Per Ton	$ _____
3.	CSS-1 Emulsified Asphalt……..	Per Ton	$ _____
4.	HFRS-2 Emulsified Asphalt…….	Per Ton	$ _____
5.	HFRS-P1 Emulsified Asphalt……	Per Ton	$ _____
6.	HFRS-P1 Dilute Emulsified Asphalt…..	Per Ton	$ _____
7.	RS-LTP Emulsified Asphalt…….	Per Ton	$ _____
8.	Hot Applied Rubber Modified Liquid Asphalt……	Per Ton	$ _____
9.	Delivery of Asphalt Materials to Lane County……	Per Ton	$ _____
10.	CRC Distributor and Operator……	Per Hour	$ _____
11.	Demurrage……	Per Hour	$ _____

***CONTRACTS MAY BE AWARDED TO ALL QUALIFIED BIDDERS**

MSDS SHEETS: Please submit with your bid a current "Material Safety Data Sheet" (MSDS) on the product(s) being bid in this contract.

Bid Submitted By:_____

FOR INFORMATION ONLY