SPECIFICATIONS

FOR

ROCK MATERIALS

CONTRACT NO. 09/10-M&S-51

BID OPENING:

10:00 A.M.,
WEDNESDAY, APRIL 8, 2009

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

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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. Any deviations to specifications must be submitted on the separate "Deviation Page."

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

4. 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**.

5. ORS 279B.100: Any solicitation or procurement described in this solicitation may be canceled, or any or all bids or proposals may be rejected in whole or in part, when the cancellation or rejection is in the best interest of the County as determined by the County; and any solicitation or procurement described in this solicitation may be delayed or suspended when the delay or suspension is in the best interest of the County as determined by the County.

6. 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.

7. Any bid may be withdrawn at any time prior to the time fixed in the public notice for receipt of bids, by providing written request for the withdrawal of the bid to the Department of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.

8. 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.

9. 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).

10. **Bid Bond:**

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 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, Lane Manual Chapter 21, and all of the attached bid proposal 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 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 Department of Public Works. **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 award.**

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 said "Power of Attorney" will result in the proposal being rejected as irregular.

7. If, in the opinion of County, the bidder's submitted delivery date 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 proposal 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 proposals 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 agrees it 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 unit(s) delivered as called for in the specifications based upon the 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 (30) days 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 specifications tolerances and 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 item described herein shall be furnished in accordance with the specifications attached hereto as a part of the request for bid.

2. Bidders may submit bids from various quarries; however, they shall be submitted on separate bid packages. Failure to do so may disqualify all bids.

3. Bidders shall submit only **one (1) price per bid item on bid page**.

4. 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.

5. 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.

6. 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.

7. 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

INSURANCE COVERAGES REQUIRED

Contractor shall not commence any work until Contractor obtains, at Contractor's own 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 **COMPREHENSIVE COMMERCIAL GENERAL LIABILITY** insurance including personal injury, bodily injury and property damage with limits as specified below. The insurance shall include:

	COVERAGES		LIMITS
	Explosion & Collapse	X	$2 million per occurrence
	Underground Hazard		Limits of the Oregon Tort Claims Act
X	Products/Completed Operations		(ORS 30.270), present limits at
X	Contractual Liability		$500,000 per occurrence
	Broad Form Property Damage		
	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 – Please submit sample certificate.

_____ **POLLUTION LIABILITY** insurance – with limits not less than $_____

X* **ADDITIONAL INSURED CLAUSE** The liability insurance coverages required for the performance of this contract shall be endorsed to name Lane County and its divisions, its commissioners, officers, agents, and employees as additional insured on any insurance policies required herein with respect to Providers' activities being performed under the contract. The additional insureds must be named as an additional insured by endorsement, and the policy must be endorsed to show cancellation notices to the Lane County department who originated the contract. Coverage shall be primary and non-contributory with any other insurance and self-insurance.

* Required for contractors who will be delivering rock materials to the Short Mountain Landfill Site.

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.

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

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SPECIAL TERMS AND CONDITIONS

Statements concerning 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 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.

PROPER PRODUCT PERFORMANCE

It shall be the responsibility of the Contractor to insure, through visits to and consultation with the user agencies by qualified persons that the material supplied will perform properly.

QUANTITIES

Lane County agrees it shall purchase a minimum of $100.00 of the product during the term of the contract. The purpose of this specification is to establish unit prices for various rock materials.

SPECIFICATIONS

LANE COUNTY ROCK MATERIALS

GENERAL

These Specifications are submitted in order to provide the Lane County Department of Public Works with the 2009-2010 fiscal year unit prices for various classes of rock and mineral aggregates.

Contracts may be awarded to all qualified bidders. No quantities are listed, and the intent is to establish unit prices for various materials to be supplied as called for by the County during the ensuing fiscal year at the bidder's plant. Lane County shall purchase a minimum of $100.00 worth of rock materials during fiscal year 2009-2010. Lane County reserves the right to purchase rock from other rock suppliers and shall not be deemed to have violated the contract so long as County purchases said minimum within the year.

Selection of the most economical supplier for Lane County will be based upon product availability, the combined unit prices and delivery prices as bid, or the unit prices as bid and the most economical haul for Lane County including loading time and facilities, whichever are applicable.

The unit price will be submitted on each item, for the material as loaded in County trucks at the bidder's plant except where delivery cost per ton to specified sites is required.

It is understood that Lane County trucks will be promptly loaded at the bidder's plant(s) as they arrive, at any time of the day between the hours of 6:30 A.M. and 5:00 P.M., and any day of the week, (excluding Saturdays, Sundays, and holidays, except during emergency situations) without undue waiting.

The life of the contract will be in force from **July 1, 2009 through June 30, 2010**.

GENERAL SPECIFICATIONS FOR THE MANUFACTURER OF CRUSHED ROCK:

The base aggregate and mineral aggregate will conform in all respects to the "Standard Specifications for Highway Construction" of the Oregon State Highway Department, 2002 edition, and these Specifications as applicable.

QUALITY OF CRUSHED ROCK

1. The base aggregate manufactured under this contract shall conform to Section 02630, Base Aggregates, of the Standard Specifications.

The gradations of the crushed base aggregates call for will be as follows:

Table 02630-1
Grading Requirements - Base Aggregates

	Separated Sizes				
Sieve Size	**2 ½”-0**	**2”-0**	**1 1/2"-0"**	**1”-0**	**3/4"-0**
	Percent Passing (by weight)				
3”	100				
2 ½”	95-100	100			
2"	-	95-100	100		
1 ½"	-	-	95-100	100	
1 ¼"	55-75	-	-	-	
1"	-	55-75	-	90-100	100
¾"	-	-	55-75	-	90-100
½"	-	-	-	55-75	-
3/8"	-	-	-	-	55-75
1/4"	30-45	30-45	35-50	40-55	40-60
No. 10	[1]	[1]	[1]	[1]	[1]

[1] Of the fraction passing the 1/4-inch sieve, 40% to 60% shall pass the No. 10 sieve.

DELIVERY

Delivery will be as defined within these Specifications when as specified for by the County.

PAYMENT

Payment will be made at the contract unit price based on the actual volume of materials purchases. Such volume shall be determined on a ton basis and each supplier shall furnish a load ticket specifying the gross, ton and net weights to each County Truck Operator. Payment will be made about 30 days after receipt of the supplier's billing.

PLANT AND QUARRY LOCATION

Each bidder shall state location of each plant and quarry for the material specified in these documents in the space provided in the bid booklet.

"The County reserves the right to reject any bid or to refuse delivery of rock at or from any plant or quarry which the County has reasonable grounds to believe is or may be operating in violation of any local, State or Federal laws or which is the subject of pending litigation."

SECTION 00680 – STOCKPILED AGGREGATES

Furnish aggregates in stockpiles according to Section 00680 of the Standard Specifications supplemented and/or modified as follows:

00680.11 (b) Emulsified AC Aggregate – Add the following:

Provide un-coated oil rock aggregates in stockpiles of the designated sizes 3/4" - 1/2" aggregate, 1/2" - 1/4" aggregate, and 3/8" - #10 aggregate as listed in the bid schedule.

00680.11 (b-1) Quality – Delete this subsection and replace with the following:

Provide un-coated oil rock aggregates meeting the requirements of Section 00710.10 of the Standard Specifications.

00680.11 (b-2) Grading – Delete this subsection and replace with the following:

Perform sieve analysis according to AASHTO T 27 and T 11. Provide grading for the designated size aggregate according to the following:

Un-Coated Oil Rock			
	Percent Passing (By Weight)		
Sieve Size	**1st Course 3/4"-1/2"**	**2nd Course 1/2"-1/4"**	**3rd Course 3/8"-#10**
1"	100	-----	-----
3/4"	90-100	100	-----
1/2"	0-10	85-100	100
1/4"	-----	-----	0-30
No. 10	-----	0-4	0-2
No. 200	0-1.5	0-1.5	0-1.5

All un-coated oil rock aggregate material delivered under this contract shall be made clean by washing prior to delivery to the stockpile sites.

Add the following subsection:

00680.14 Pre-Coated Aggregate – Provide pre-coated oil rock aggregates in stockpiles of the designated size 3/8" - #10 as listed in the bid schedule and meeting the following requirements:

(a) Quality – Provide pre-coated oil rock aggregates meeting the requirements of Section 00710.10 of the Standard Specifications.

(b) Grading – Perform sieve analysis according to AASHTO T 27 and T 11. Provide grading for the designated size aggregate according to the following:

Pre-Coated Oil Rock	
Sieve Size	**Designated Size 3/8" - #10 Percent Passing (By Weight)**
1/2"	100
3/8"	90-100
1/4"	0-30
No. 4	----------
No. 10	0-2
No. 40	----------
No. 200	0-1.5

All pre-coated oil rock aggregate materials delivered under this contract shall be made clean by washing prior to delivery to the stockpile sites.

(c) Pre-coating of Aggregates – Aggregates of the designated quality and sizes will be pre-coated with liquid asphalt according to the following:

- Use PG64-22 grade liquid asphalt meeting the requirements of Section 00745.11(a).
- Application of the oil will be through an asphalt hot plant.
- Liquid asphalt coating shall be uniform and will be applied at a target rate of 0.80%, with a tolerance of +/- 0.20% of total weight of mass. Any coated materials containing excess liquid asphalt that cause the large aggregate to bind together will be subject to rejection.
- Mixing temperature shall be in accordance to oil supplier recommendation, not to exceed 250°F. Mixing time will be a minimum of 45 seconds.
- Determination of the asphalt cement content will be in accordance to Lane County Public Works Ignition Method.
- Moisture content will be taken each day at time of discharge from the mixing plant. Moisture shall not exceed 0.80%. Determination of moisture content shall be by AASHTO T255 (Microwave method).
- The Engineer will perform acceptance testing based on random samples. Sampling for acceptance will be at the individual stockpile sites. Sample frequency will be a minimum of one sample per stockpile site or one per 500 tons.
- In the event materials not meeting the specifications are accepted for use, a price adjustment will be initiated in accordance to Section 00680.95 of these Special Provisions. The "Deviation Weighting" for the asphalt content will be 10 times the deviation.

00680.16 Acceptance of Aggregates – Delete this subsection and replace with the following:

00680.16 Acceptance of Aggregates - Compliance will be verified by check tests and other tests performed by the Engineer. If the results of the Engineer's check tests are not within project specifications, the Contractor shall work immediately with the Engineer to resolve the difference to avoid having this material rejected for not meeting specifications. Material not meeting specifications based on tests performed by the Engineer will be rejected.

The Engineer will perform acceptance sampling and testing from materials delivered to each stockpile site. Testing will be scheduled based on one test per 1,000 ton, or a minimum of one test per site per aggregate graded size as called for in the bid schedule, as the Engineer elects.

In the event materials not meeting the specifications are accepted for use, a price adjustment will be initiated in accordance to Section 00680.95 of these Special Provisions.

00680.40 Preparation of Sites – Delete subsection (a) and replace subsection (b) with the following:

00680.40 (b) - Lane County will prepare the stockpile sites as required.

00680.41 Piling of Materials – Add the following:

Lane County will stake the location of each stockpile for the designated size. The Contractor shall furnish all labor, equipment and materials necessary for stockpiling and shaping as required.

00680.42 Places of Delivery – Places of delivery and quantity of each stockpile by designated size are as shown on the project plans.

Fill sand sheds until full. Stockpile remaining material outside the sand sheds as directed.

00680.90 General – Add the following:

The percentage of water contained in the crushed rock, by weight, will be determined by the Public Works Materials Testing Laboratory on a daily basis. The weight of water in excess of 3% will be deducted from the gross quantities to establish the pay quantity for crushed rock. No payment will be made for the above described excess water.

The listed bid item quantities are firm and there will be no allowances for additions or overruns.

Add the following Pay Items:

Pay Item	Unit of Measurement
3/8” - #10 Un-Coated Aggregate in Stockpile	Ton
1/4” - #10 Sanding Aggregate in Stockpile	Ton
3/8” - #10 Pre-Coated Aggregate in Stockpile	Ton

Add the following subsection:

00680.95 Aggregate Price Adjustment

The Summary of Failing Test method, shown below, will be used to analyze all stockpiled material for Lane County projects.

(a) Summary of Failing Test Method:

(1) Aggregate Gradation and Fractured Faces

Each sublot will be analyzed for compliance to Gradation and Fractured Faces specifications. Gradation will be compared to the Percent Passing (By Weight) specifications in the tables for the designated sizes of aggregate. Fractured Faces will be checked for compliance to specifications for the designated aggregates. For each 1.0 percent of deviation from the specified tolerance limits an individual weighted deviation will be calculated. Weighting factors are show below:

Deviation Weighting
All Stockpiled Aggregates:

No. 200	10 X Deviation
No. 40 Minus	3 X Deviation
No. 10 Sieve	2 X Deviation
All Other Sieves	1 X Deviation
Fractured Faces	1 X Deviation

A Cumulative Weighted Deviation for Gradation and Fractured Faces will be calculated for each sublot. The Cumulative Weighted Deviation is the sum of the individual weighted deviations calculated above.

(2) Asphalt Cement Content

Each sublot of Pre-Coated Aggregate requiring Liquid Asphalt Coating will be analyzed for compliance to Asphalt Cement Content specifications. For each 0.01 percent of deviation from the specified tolerance limits listed in 00680.14(c) a weighted deviation will be calculated. The weighted deviation for Asphalt Cement Content will be calculated as shown below:

Deviation Weighting
For Pre-Coated Aggregates:

A.C. Content	100 X Deviation

(b) Price Adjustment Calculation:

The price adjustment will be calculated for each sublot of non-specification material as follows:

The Cumulative Weighted Deviation from 00680.95(a-1) will be added to the Weighted Deviation from 00680.95(a-2). The sum of the Weighted Deviations will be multiplied by the quantity of material represented and the unit bid price for the material.

The total price adjustment will be equal to the sum of the sublot price adjustments for each bid item.

LANE COUNTY

MATERIALS AND SERVICES CONTRACT NO. 09/10-M&S-51

ROCK MATERIALS

This Contract is entered into by and between Lane County, Oregon, a political subdivision of the State of Oregon, hereinafter called **COUNTY**, and

_____

hereinafter called **CONTRACTOR** who mutually contract as follows:

1. **CONTRACTOR** agrees and covenants with **COUNTY** that he/she will furnish rock materials as per the specifications, the bid proposal and invitation to bid attached hereto and incorporated herein in full, on an as-needed basis and at a unit price to **COUNTY** as stated in the bid proposal, in accordance with the attached specifications identified as **Rock Materials, Contract No. 09/10-M&S-51**. All of the attached specifications together with this contract constitute the contract documents.

2. **COUNTY** agrees, in consideration, to pay **CONTRACTOR** a minimum of $100.00 of material and/or services during the term of the contract.

3. Payments will be duly processed following receipt of invoice. Payment shall normally be made within thirty (30) days of receipt of the invoice.

4. Contract period shall be **July 1, 2009 to June 30, 2010**.

5. 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 **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 **CONTRACTOR** shall be similarly responsible.

6. **CONTRACTOR** will not be eligible for any Federal Social Security, State Workers' Compensation, unemployment insurance or Public Employees Retirement System benefits from this Contract payment.

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

FOR REVIEW ONLY

8. **CONTRACTOR**, its subcontractors, if any, and all employers working under this Contract are subject employers under the Oregon Worker's Compensation Law and shall comply with ORS 656.017, which requires them to provide Worker's Compensation coverage for all their subject workers.

9. **COUNTY** will report the total amount of all payments to **CONTRACTOR**, including any expenses, in accordance with Federal Internal Revenue and State of Oregon Department of Revenue regulations.

10. The applicable provisions of the Lane Manual setting forth standard provisions for public contracts (LM 21.130) are hereby incorporated by reference as it fully set forth herein.

11. **CONTRACTOR** shall not permit any lien or claim to be filed or prosecuted against **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.

12. **CONTRACTOR** certifies s/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.

13. **CONTRACTOR** shall not delegate, subcontract or assign any duties covered by this Contract without the prior written approval of **COUNTY**.

14. The Contract may be cancelled by **COUNTY** for willful failure or refusal of **CONTRACTOR** to perform according to the terms of the Contract by providing written notice, including the effective date. The parties may jointly agree to terminate this agreement and upon the terms of such termination. Either party may terminate this Contract at any time, for any reason or for no reason with no liability, except compensation for services (and product) previously provided, by giving the other party 30 days written notice.

15. **CONTRACTOR** agrees to indemnify, defend and hold Lane County, its Commissioners, agents, officers and employees harmless and defend all damages, losses and expenses and to defend all claims, proceedings, lawsuits and judgments arising out of or resulting from the fault of **CONTRACTOR**, **CONTRACTOR'S** agents, representatives or subcontractors, in the performance of or failure to perform this Contract.

16. **CONTRACTOR** shall provide all insurance called for on the page entitled "Insurance Coverage Required". As evidence of the insurance coverages required by this Contract, **CONTRACTOR** shall furnish a certificate of insurance to: Lane County Risk Management Division, 125 E. 8th Ave., Eugene, Oregon, 97401.

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The certificate will specify parties who are Additional Insured and must include a notice provision regarding cancellations. 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.

17. **CONTRACTOR** shall not cancel, materially change, or not renew insurance coverages. **CONTRACTOR** shall notify Lane County Risk Manager, 125 E. 8th Ave., Eugene, Oregon, 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, 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 any adequacy of performance shall be maintained after completion of the contract for the full guaranteed period, and should **CONTRACTOR** fail to immediately procure such insurance as specified, **COUNTY** reserves the right to procure such insurance and to charge the cost thereof to **CONTRACTOR**.

18. Responsibility for payment of damages: Nothing contained in these insurance requirements is to be construed as limiting the extent of **CONTRACTOR'S** responsibility for payment of damages resulting from **CONTRACTOR'S** operation under this Contract.

19. 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.

20. Modifications or amendments to this Contract shall be effective only if in writing and executed by both parties.

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

22. Severability. If any provision of this Contract is declared by a court to be 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.

***

--- SIGNATURE PAGE TO FOLLOW ---

FOR INFORMATIONAL ONLY

CONTRACTOR

_____
Company Name

_____
Address

_____
City/State/Zip

_____ Date_____
Signature - Authorized Representative

LANE COUNTY, OREGON

_____ Date_____
Jeff R. Spartz
County Administrator

APPROVED AS TO FORM

Date _____ Lane County

_____
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 employed workers or other persons doing or contracting to do all or part of the work contemplated by the public works contract 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.838 and ORS 279C.840. For projects also covered by the federal Davis-Bacon Act (40 USC §3141 et seq.), contractors and subcontractors shall pay workers or others performing work contemplated by the contract 21.130 Lane Manual 21.130 LM21.00002.chapterBCCVER.doc 21-27 LM21 the higher of the state or federal prevailing rate of wage, as determined by the Commissioner of the Bureau of Labor and Industries in accordance with ORS 279C.830.
(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.

Unofficial Copy

(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. *(2.13.08)*

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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.

DEVIATION PAGE: Any deviations to the bid package should be addressed in this section. A blank deviation page is understood to mean FULL ACCEPTANCE of the bid package as written.

BID SECURITY: **Bid security in the form of a surety bond, cashier's check, or certified check in the amount of $100.00 shall accompany each bid (no personal check or cash will be accepted as bid security)**. See **Page 2, Item, 10** of the Specifications. The attached Bid Bond form may be used when the bidder is unable to obtain a standard surety bond.

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 Rock Material Contracts.**

CERTIFICATE OF INSURANCE: Attach a standard insurance certificate as required in accordance with **Page 7** 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.

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BID SCHEDULE

ROCK MATERIALS
CONTRACT N0. 09/10-M&S-51

ITEM NO.	DESCRIPTION	UNIT	UNIT PRICE IN FIGURES LOADED AT PLANT
1.	1 1/2" Crushed Rock Open……..	Per Ton	$ _____
2.	1 1/2" Round Open……	Per Ton	$ _____
3.	1 1/2"-0" Crushed……..	Per Ton	$ _____
4.	1/2"-0" Crushed Rock……	Per Ton	$ _____
5.	1/4"-No. 10 Sanding Rock……	Per Ton	$ _____
6.	3" Crushed Open……	Per Ton	$ _____
7.	3" Round Open……...	Per Ton	$ _____
8.	3"-0" Crushed Rock……..	Per Ton	$ _____
9.	3/4" Crushed Reject……	Per Ton	$ _____
10.	3/4" Crushed Rock Open……	Per Ton	$ _____
11.	3/4" Round Open……	Per Ton	$ _____
12.	3/4"-0" Crushed Rock……	Per Ton	$ _____
13.	3/8" Round (Pea Rock)……	Per Ton	$ _____
14.	3/8"-#10 Pre-coated Aggregate……...	Per Ton	$ _____
15.	3/8"-#10 Un-coated Aggregate……	Per Ton	$ _____
16.	5"-0" Crushed Rock……...	Per Ton	$ _____
17.	5"-3" Crushed (Logger Special)……...	Per Ton	$ _____
18.	5"-7" Crushed Rock Open……	Per Ton	$ _____
19.	6" Crushed Open……	Per Ton	$ _____

Bid Schedule – Page 1 of 2

FOR INFORMATION ONLY

ITEM NO.	DESCRIPTION	UNIT	UNIT PRICE IN FIGURES LOADED AT PLANT
20.	6" Round Open……..	Per Ton	$ _____
21.	6"-0" Crushed -Jaw Run……	Per Ton	$ _____
22.	6"-0" Crushed Rock……..	Per Ton	$ _____
23.	6"-3" Crushed Rock……..	Per Ton	$ _____
24.	Bar Run……	Per Ton	$ _____
25.	Beach Sand……	Per Ton	$ _____
26.	Fairway Sand……..	Per Ton	$ _____
27.	Fill Sand……..	Per Ton	$ _____
28.	Landscape Rock……	Per Ton	$ _____
29.	Loam……	Per Ton	$ _____
30.	Machine Selected Rip Rap……..	Per Ton	$ _____
31.	Non-Machine Selected Rip Rap……	Per Ton	$ _____
32.	Portland Cement Concrete - 3500 psi 3/4" rock…	Per Ton	$ _____
33.	Quarry Pit Run……	Per Ton	$ _____

Bid Schedule – Page 2 of 2

Bid Submitted By: _____
(Company Name)

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