

LINN COUNTY ROAD DEPARTMENT

REQUEST FOR QUOTES

**SUPPLY, DELIVERY, DISTRIBUTION, AND
APPLICATION OF LIQUID ASPHALT EMULSION**

SUMMER 2025

QUOTES DUE:

Tuesday February 11th, 2025 – 2:00 P.M., P.S.T.

LINN COUNTY ROAD DEPARTMENT

3010 FERRY STREET SW

ALBANY OREGON 97322

Attn: Kevin Hamilton

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THIS IS A REQUEST FOR QUOTES TO SUPPLY, DELIVER, DISTRIBUTE, AND APPLY LIQUID ASPHALT EMULSION. This **REQUEST FOR QUOTES** is solicited in accordance with LCPR 137-047-0830, Class Special Procurements.

INSTRUCTIONS TO PROPOSERS:

IP-1 Time and Place for Receiving Quotes

Quotes for the herein described work will be received by the Linn County Road Department at 3010 Ferry Street SW, Albany, Oregon 97322 on or before Tuesday February 11th, 2025, 2:00 P.M., P.S.T.

IP-2 Scope of Work

A. Supplier shall furnish to Linn County Road Department approximately 1,013 tons of liquid asphalt emulsion as indicated below:

- CRS-3P Approximately 613 tons
- CHFRS-2P Approximately 335 tons
Of the 335 tons, approximately 162 tons shall be formulated to make it applicable to scrub seal application.
- Fog Seal Approximately 65 tons

The quantities estimated and provided herein are approximate only. Estimated quantities are provided to convey anticipated scope of work. Quantities may be increased or decreased, or one product may be substituted for another wholly or in part with no change to the contract unit price(s).

The product shall be delivered to various job sites at dates and times directed by the County. A proposed project schedule with estimated daily quantities is included with this Request for Quotation. The schedule and estimated quantities are approximate only, and are subject to change according to the County's needs.

Supplier certifies by submission of a quote that Supplier is capable of and will commit to delivering up to 235 tons per day to Linn County on any day included in the contract period.

- B. Supplier shall provide on a contract rental basis two asphalt distributors daily (unless otherwise directed) with qualified operators for applying the liquid asphalt emulsion to the road surface. Each asphalt distributor shall have a carrying capacity of 4,500 gallons of product, and be capable of applying product at a constant rate across a span of no less than 20 feet.
- C. County will prepare road surfaces to receive the surface treatments at the specified job sites. County will provide traffic control measures.
County will provide equipment and qualified operators for chip spreading, rolling, and sweeping. County will provide aggregate for surface treatment.
- D. This summer 2025 project includes approximately 20 miles of single chip seal surface treatment; approximately 2 miles of double chip seal surface treatment; approximately 4 miles of sandwich seal surface treatment; and approximately 6 miles of scrub seal surface treatment. Actual

quantities and shot rates used will differ from the estimated quantity depending upon site conditions and the discretion of the County. Linn County may add, subtract, or alter road segments and/or quantities at its sole discretion, with no change to the quoted prices under this contract. See Appendix B for a map of the intended road sections.

- E. The contract period shall be from May 1st, 2025 through October 31st, 2025. The intended period of the majority of Linn County operations is proposed as Monday, July 28th, 2025 through approximately Thursday, August 7th, 2025, but subject to change.

The typical work week will be Monday through Thursday, 8 - hour work days, as scheduled by Linn County.

The terms and specifications of this contract will apply to work that may be added by Linn County at other times within the contract period, and in other locations than those specified herein.

The majority of the work is estimated for 7 working days over a two week period. Actual work may require more or fewer days. This work will be coordinated to integrate with a separate contract for performance of fog seals. Work under this contract will adapt with other contracts as needed to provide a successful delivery of the comprehensive efforts for the summer 2025 surface treatment projects.

IP-3 Submission of Quotes / Minimum Requirements

- A. The submission of a quote signifies that the Supplier has the necessary personnel and equipment and will be able to deliver the specified products as outlined herein without interruption.
- B. All quotes shall be submitted in sealed cover to Linn County Road Department before the above stated time.
- C. A quote will not be accepted after the time as stated in IP-1, above, whether or not quotes are opened exactly at the stated time.
- D. Suppliers shall submit quotes for this Request for Quotes on the attached Quote Schedule which shall be signed in the place provided.
- E. A quote may not modify any of the provisions stated herein. Proposed deviations may be submitted on the provided sheet, but are subject to the sole discretion of the County whether to accept or dismiss the proposed deviations, and concurrently the associated quotes.
- F. Quotes may be submitted by mail or presented in person.
- G. Suppliers who have not entered into a contract with Linn County in any of the 10 years prior to submission of a quote shall include a minimum of three references from public agencies who have purchased similar services utilizing the equivalent products specified in the these specifications. References must have purchased similar services and products within two years preceding the submission of a quote.

IP-4 Withdrawal of Quotes

- A. A quote may be withdrawn at any time prior to the due date/time, by written request to the Linn County Road Department, which may be mailed, faxed, or presented in person. The request to withdraw shall be signed by the supplier, or the supplier's authorized representative.

- B. The withdrawal of a quote does not prejudice the right of the supplier to submit a new quote.
- C. No quote can be withdrawn after the request for quotes due time. The quote constitutes an offer to enter into a contract if accepted by Linn County.

IP-5 Review of Quotes

Quotes will be reviewed at the Linn County Road Department on or about the time and place specified in IP-1, above.

IP-6 Right to Reject Offers

Linn County may reject any offer not in compliance with all prescribed public procurement procedures and requirements, and may reject for good cause any or all offers upon a finding by the County that it is in the public interest to do so.

IP-7 Contract Award

- A. Quotes will be evaluated by a committee appointed by the Roadmaster. The contract will be awarded to the quote deemed most advantageous to Linn County. Quotes will be evaluated with consideration to the following factors:
 - a. Quoted price of liquid asphalt emulsion: 90%
 - b. Quoted price of distributor: 5%
 - c. Quoted price of demurrage: 1%
 - d. Valuation of historic performance with Linn County: 3%
 - e. Valuation of provided references: 1%
- B. A decision to award the contract will be made in its entirety to a single supplier within ten days of the opening of submitted quotes. Award of the contract will be made according to timelines available to the Board of Commissioners.
- C. Linn County reserves the right to accept or reject any or all offers and waive any informalities and irregularities in offers.
- D. A "Purchase of Supplies Contract" (Appendix A) will be executed by Linn County and the vendor with the quote that is most advantageous to Linn County.

IP-8 Contract Documents

- A. The contract documents are intended to be mutually cooperative and to provide all details reasonably required for the execution of the proposed work.
- B. Any person contemplating the submission of a quote and being in doubt as to the meaning or intent of said contract document should request, in writing, interpretation by the Linn County Roadmaster.
 - 1. Any interpretation or change will be emailed or delivered to each person receiving a set of contract documents.
 - 2. Linn County will not be responsible for any other explanations or interpretations of said contract documents.

- C. Any person submitting a quote shall not, at any time after submission, dispute, complain or assert that there was any misunderstanding in regard to the nature, quality or description of the materials to be supplied and the work to be performed.
- D. A Supplier may include with their quote a description of any proposed deviation from these specifications. The County reserves the right to accept or reject any proposals for deviation from these specifications; and/or to accept or reject any quote in its entirety if the Supplier can not satisfactorily demonstrate the ability to meet these specifications.

IP-9 Contractor's Bonds

A quote bond is not required for submission of a quote.

A performance bond is not required for this contract for the supply of materials.

A payment bond is not required for this contract for the supply of materials.

IP-10 Prequalification

Prequalification is not required. Linn County reserves the right to challenge the qualifications of any proposer providing a quote, and to disqualify a quote subject to the results of that challenge.

IP-11 Appeal Process

- A. Appeal of any decision(s) by County that are adverse to the Supplier must be delivered in writing, within five (5) working days, to the Linn County Contract Review Board, which is composed of the Linn County Board of Commissioners.
- B. Written appeals must include a concise statement of the complaint, setting forth all pertinent facts, citation to applicable law or authorities, and the relief requested.

GENERAL PROVISIONS:

GP-1 Definitions and Terms

Whenever the following terms are used in the contract documents, they shall be understood to have the meanings given herein.

- A. **County** - Linn County, Oregon, the party awarding the contract.
- B. **County Roadmaster** - The County Roadmaster of Linn County, acting either directly or through an authorized representative.
- C. **Supplier** - The party awarded the contract.
- D. **Standard Specifications** - The *Oregon Standard Specifications for Construction* are hereby referenced and contained within the contract, except as follows:
 - 1. Standard Specifications may be modified, supplemented or superseded by the General and Special Provisions herein contained.

2. Wherever the words “State Highway Commission”, “Department”, “State of Oregon”, “Highway Commission”, or “State”, appear in Standard Specifications, they shall mean Linn County, Oregon

GP-2 Insurance

- A. The Supplier shall carry all necessary insurance for the labor employed and assume all responsibility for any accidents, which may occur to any of Supplier’s workers or the public in the performance of the project. The Worker’s Compensation coverage provided shall be in full compliance with ORS Chapter 656.
- B. General Liability Insurance is required in the amount of the limits set forth in the Oregon Tort Claims Act, Table of Liability Limits for the current period. That amount is \$1,710,000 at the time of distribution of this Request For Quotations. Linn County shall be listed as a “certificate holder.”
- C. Automobile liability insurance in the amount of \$1,000,000 must be maintained for the duration of the contract.

GP-3 Laws to be Observed

- A. The Supplier shall at all times observe and comply with all Federal, State and local laws, ordinances and regulations in any manner affecting the work.
- B. The Supplier shall indemnify and save harmless Linn County, its officers, employees and agents against any claims or liability arising from the violation by Supplier’s officers, employees and agents, or Supplier’s sub-contractors, their officers, employees or agents, of laws described in GP-3 A. above.
- C. The Supplier shall be responsible for acts of Supplier’s employees and sub-contractors and shall indemnify and save harmless Linn County, its officers, employees and agents against any claims or liability arising from the Supplier’s negligence.

GP-4 Labor Provisions

A contract issued pursuant to this Request For Quotation will not be a “Public Improvement Contract” as defined in ORS 279C.305 (5). However, this contract will meet the definition of a “Public Works Contract” as defined in OAR 839-025-0004 (20) (a) and (22). Supplier shall therefore comply with the applicable requirements defined in OAR 839-025 including but not limited to:

- A. Supplier must submit a certified payroll statement to the County by the fifth business day of each month following the month in which workers were employed upon this public works project.
- B. Supplier must have a public works bond filed with the Construction Contractors Board before starting work on the project, unless exempt under ORS 279C.836(4), (7), (8) or (9).

- C. Supplier must require, in every subcontract, that the subcontractor have a public works bond filed with the Construction Contractors Board before starting work on the project, unless exempt under ORS 279C.836(4), (7), (8) or (9).
- D. If the Supplier fails, neglects, or refuses to make prompt payment of any claim for labor or services furnished to the supplier or a subcontractor by any person, or the assignee of the person, in connection with the public works contract as such claim becomes due, the proper officer or officers of the public agency may pay such claim and charge the amount of the payment against funds due or to become due the supplier by reason of the contract (Reference: ORS 279C.515).
- E. Supplier must give notice to employees who work on a public works 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 (Reference: ORS 279C.520(2))
- F. Supplier must promptly, as due, make payment to any person, co-partnership, association or corporation, furnishing medical, surgical and hospital care or other needed care and attention, incident to sickness or injury, to employees of such supplier, of all sums which the supplier agrees to pay for such services and all moneys and sums which the supplier collected or deducted from the wages of the supplier's employees pursuant to any law, contract or agreement for the purpose of providing or paying for such service (Reference: ORS 279C.530)

Pursuant to Oregon Revised Statute, ORS279B.235:

- G. Supplier shall comply with the provisions of ORS 279C.800 through ORS 279C.870 regarding prevailing rate of wage on public contracts
- H. Supplier shall pay employees for overtime work performed under the public contract in accordance with ORS 653.010 to 653.261 and the Fair Labor Standards Act of 1938 (29 U.S.C. 201 et seq.).
- I. Pursuant to ORS 279B.235, Supplier may not employ an employee for more than 10 hours in any one day, or 40 hours in any one week, except in cases of necessity, emergency, or when the public policy absolutely requires otherwise. Supplier shall pay his or her employees at least time and a half for all overtime in excess of eight hours in any one day, or 40 hours in any one week if the work week is five consecutive days, Monday through Friday; or for all overtime in excess of ten hours in any one day, or 40 hours in any one week if the work week is four consecutive days, Monday through Friday; or if the employee performs work on Saturday or on any legal holiday specified in ORS 279C.540.
- J. Supplier shall comply with ORS 652.220 and shall not discriminate with regard to any protected class in the payment of wages for work of comparable character, the performance of which requires comparable skills. Protected classes include race, color, religion, national origin, age, sex, pregnancy, citizenship, familial status, disability status, veteran status, and/or genetic information. Compliance is a material element of this

contract and failure to comply is a breach that entitles County to terminate the contract for cause.

- K. Pursuant to ORS 279B.235, Supplier may not prohibit any of the supplier's employees from discussing the employee's rate of wage, salary, benefits, or other compensation with another employee or another person, and may not retaliate against an employee who discusses the employee's rate of wage, salary, benefits, or other compensation with another employee or another person.
- L. Pursuant to ORS 279B.230(1), Supplier shall, promptly, as due, make payment to any person, co-partnership, association or corporation furnishing medical, surgical and hospital care services or other needed care and attention, incident to sickness or injury, to the employees of the supplier, of all sums that the Supplier agrees to pay for the services and all moneys and sums that the Supplier collected or deducted from the wages of employee under any law, contract or agreement for the purpose of providing or paying for the services.
- M. Pursuant to ORS 279B.230(2) all subject employers working under the contract are either employers that will comply with ORS 656.017 or employers that are exempt under ORS 656.126..

GP-5 Contract Performance

- A. Supplier shall meet with County staff and review the proposed work and schedule at least one week prior to the start date.
- B. Linn County reserves the right to void the contract at any time due to unforeseen occurrences (weather, mechanical breakdowns, union strike, lack of funds, inferior workmanship, etc.)

GP-6 Payment

- A. Liquid asphalt will be paid at the quoted unit price for product used and applied to the road surface only. Partial loads returned shall be measured and credited back to the County, and return freight costs shall not be assessed to the County. Individual daily tickets shall be provided to Linn County in accordance with SP-1.
- B. Distributor trucks will be paid at the quoted unit price for hourly rates. Contract hourly rates will start at the time the distributor trucks have been directed to be on site and are ready to start applying the liquid asphalt. Contract hourly rates will end when the distributor trucks have completed the final application for the work day.
- C. Demurrage will be paid, if applicable, in accordance with SP-4 below.
- D. Short load fees will be paid, if applicable, in accordance with SP-5 below.
- E. Any aspect of work not described by the specified pay items will be considered incidental to the specified pay items.
- F. Payment will be made by Linn County upon approval by Linn County of the received invoice(s) from Supplier. Linn County will notify Supplier of any protest of charges included in invoice(s) which may not conform to these specifications.

SPECIAL PROVISIONS:

SP-1 Distributor and Transport Trucks

- A. Supplier shall furnish distributor trucks. Distributor trucks shall be tandem axle with a minimum tank capacity of 4,500 gallons; equipped with Computer Rate Control distributor bars; and equipped with a volume measuring device, and thermometer for measuring the emulsion temperature in the tank. Distributor trucks shall be late model in good mechanical condition, capable of working ten (10) hour shifts without mechanical breakdowns.
- B. The distributor bars shall be a minimum of twenty (20) feet in width, full flow circulating, with enclosed nozzle valves. Bar shall be operated from the cab of the trucks in maximum two (2) foot increments on an eight foot main and one foot increments on each three or four foot wing, or otherwise as approved by the County.
- C. The bars shall be capable of spreading liquid asphalt at any rate from 0.10 to 0.65 gallons per square yard at varying widths to twenty (20) feet or more, all cab controlled.
- D. Supplier shall ensure that distributor trucks have been calibrated prior to beginning of work to ensure accurate distribution of liquid asphalt emulsion.
- E. Distributor trucks shall have on hand tools and parts (including replacement spray nozzles) to ensure continuous operations in the event of minor mechanical problems.
- F. The distributors shall typically transfer product from the transport trucks at a rate of 350 gallons per minute. The distributor driver shall ensure that no foaming of the liquid asphalt emulsion occurs, and shall adjust transfer procedures as needed to maintain the quality of the product.
- G. Supplier shall supply two distributor trucks daily, unless otherwise directed prior to start of operations.
- H. A written report (ticket) from each distributor truck shall be given daily to the Linn County project supervisor or his designated representative. Supplier shall use a form provided by Linn County, or an approved equal. Supplier shall supply a copy of the bills of lading for the emulsified liquid asphalt used each day.
- I. Supplier shall provide transport trucks in such numbers as are needed to provide for the continuous, uninterrupted operation of County's construction activities. Supplier shall manage transport trucks such that overlap wait times of off-loading trucks will be minimized or avoided.
- J. The transport delivery driver shall give the bill of lading and other applicable documents to the distributor driver to be given to Linn County no later than the end of each day. The transport delivery driver shall write on the bill of lading to record the time of arrival and completion of off-loading at the designated location.

SP-2 Asphalt

- A. Supplier shall deliver liquid asphalt emulsion on Linn County Road Department orders, as follows:
Liquid asphalt emulsion shall be delivered to specified job sites in Linn County by supplier. Distributor shall expeditiously fill from supplier's carriers and be in position and ready to start applying asphalt at the specified times each day.

Liquid asphalt emulsion shall be delivered at a minimum temperature of 155°F as measured on the road surface behind the distributor truck.

- B. Asphalt material shall conform to the current edition, with revisions, of the Oregon Department of Transportation *Standard Specifications for Asphalt Materials*, and/or as indicated below.

1. CRS-3P

General Requirements: This specification has been designed to yield a set of distinguishing characteristics of a polymer modified emulsion for use in chip seal projects where engineered design and early return to traffic is desired. The emulsion must be homogenous and polymerized before shipment. It shall meet the following requirements when tested within 10 days of sampling according to AASHTO Method T59 as modified.

TESTS ON EMULSION	Min.	Max
Saybolt Viscosity @ 122°F SFS	150	
Storage Stability 1% 1 day		1
Demulsibility %	40	
Particle charge test	Positive	
Sieve test %		0.1
TESTS ON RESIDUE FROM DISTILLATION	Min.	Max
Oil distillate % by volume of emulsion		3
Residue % by weight (Note 1)	68	
Penetration @ 77°F	80	
Solubility in Trichlorethylene % (Note 2)	97.5	
Elastic Recovery % (Note 3)	60	

- i. AASHTO T59 with modifications to include 300 grams emulsion and a 177 ± 5°C (350 ± 10°F) maximum temperature to be held for 15 minutes.
- ii. AASHTO T44 Solubility of Bituminous Materials (in trichloroethylene).
- iii. ODOT TM 429 Elastic Recovery method of testing on file at ODOT Materials Laboratory in Salem, Oregon.

2. CHFRS-2P

General Requirements: This specification has been designed to yield a set of distinguishing characteristics of a polymer modified emulsion for use in chip seal projects where engineered design and early return to traffic is desired. The emulsion must be homogenous and polymerized before shipment. It shall meet the following requirements when tested within 10 days of sampling according to AASHTO Method T59 as modified and/or as otherwise indicated below.

TESTS ON EMULSION	Min.	Max
Viscosity, Saybolt Furol @ 50°C, SFS	100	400
Storage Stability, 24 hr, %		1
Demulsibility, %	60	
Particle charge test	Positive	
Sieve test, %		0.1
TESTS ON RESIDUE FROM DISTILLATION	Min.	Max
Oil distillate, % by volume of emulsion		0.5
Residue by distillation, %, Note (1)	65	

Penetration @ 25°C, 100g, 5s; (AASHTO T49).....	80.....	160
Softening Point, °F (°C); (AASHTO T51).....	130 (53)	
Absolute Viscosity @ 140 °F (60 °C); (AASHTO T202).....	1300	
Solubility in Trichlorethylene % (AASHTO T44).....	97.5	
Elastic Recovery, 10°C, 5 cm/min, %, Note (2).....	55	
Float test, 60°C, s; (AASHTO T50).....	1200	
Polymer Content, % Solid (TEX-533-C).....	3.0	

- i. Exception to AASHTO T59: Bring the temperature on the lower thermometer slowly to 350°F (177°C) plus or minus 10°F (5°C).
Maintain this temperature for 20 minutes. Complete total distillation in 60 plus or minus 5 minutes from first application of heat.
- ii. Elastic Recovery at 50°F (10°C): Hour glass sides pull 20 cm; hold 5 minutes then cut, let sit one hour.

4. Fog Seal Material

The Supplier shall deliver CQS-1h (dilute) emulsified liquid asphalt to be used as fog seal. For every part emulsified asphalt add no more than one (1) part water. Add water at point of supply and mix with emulsified asphalt to obtain a homogenous emulsion. Dilution water must be potable and free from detectable solids or incompatible soluble salts (hard water).

The emulsified liquid asphalt shall meet the following conditions:

Test	Test Result	Method
Viscosity	20 - 100	ASTM D7496
Sieve test, %	0.1	ASTM D6933
Particle Charge	positive	ASTM D7402
Residue by distillation	60 min.	ASTM D6997
Penetration, 77°F, 100 g, 5 sec.	40 - 90	ASTM D5

Acceptable alternatives to CQS-1h include:

BL-FOG provided by Blueline Transportation Co., Inc.

QSE provided by Idaho Asphalt, dba Western Emulsions

- C. Linn County reserves the right to perform quality control testing. Samples may be taken from each load of asphalt and tested by County personnel or a designated representative for compliance with specification requirements.

Material not in compliance with the Standard Specifications and/or these contract specifications will be rejected by County.

If testing reveals an out of compliance product after all or part of the product has been applied, the product represented by the tested sample may be rejected wholly or in part at the sole discretion of the County. Payment will not be made for rejected materials.

Linn County test results shall supersede test results provided by the supplier.

- D. Supplier shall test each load of product for conformance to the specifications included herein. Supplier shall provide to County a copy of supplier’s quality control test results for each load of material supplied. Note: CHFRS-2P QA/QC test report shall include results of float test.

SP-3 Traffic Control

- A. County will be responsible for directing and protecting traffic while asphalt application work is in progress.
- B. County will be responsible to provide signs and flaggers as necessary for the safety and protection of the public, and workers engaged in County's construction activities.

SP-4 Stand-By-Time

- A. Supplier shall furnish Linn County a contract hourly price for stand-by-time ("demurrage") of the liquid asphalt transport trucks. This hourly price will cover stand-by time for transport trucks due to breakdown of County equipment, intermittent stoppage due to foreseeable weather, or similar circumstances.

Supplier shall provide for a two-hour period of time for the product to be off-loaded from the transport trucks without incurring demurrage. Demurrage charges may apply for stand by time of a transport truck beginning at two hours after the arrival of the transport truck to the off-load location, or the specified time, whichever is later. Demurrage will be assessed in half hour increments, rounded to the nearest half hour. Demurrage will not apply when transport trucks arrive early; arrive late; or overlap their staging due to numbers and/or scheduling that is not consistent with the specified progress of County's construction activities.

Delays in production due to tardiness of transport trucks and/or distributor trucks; and/or slow performance of distributor operators during refill shall negate any concurrent or subsequently effected demurrage.

- B. Delays and loss of production to the County due to mechanical failure, inadequate supply of asphalt, or other causes related to the Supplier's responsibilities shall be deducted from any amount due at the rate of one thousand dollars (\$1,000) per hour for every occurrence in excess of one half hour. Delay and loss of production penalties will be assessed in half hour increments, rounded to the nearest half hour.
- C. Force majeure will apply for either party where Acts of God or *casus fortuitous* beyond the control of County or Supplier's forces create the delays.

SP-5 Minimum Load Quantity (Short Load Fee)

- A. Minimum orders placed by the County will be for 24 tons for a semi-truck, and 30 tons for a train (semi-truck with trailer), as specified by the County when ordering material.

For the convenience of Linn County, the County may order delivery of materials in quantities less than those minimums stated above. In such case, the Supplier shall furnish Linn County a contract price per ton for any amount less than the minimums stated above. This price per ton will represent all costs incurred by Supplier related to the delivery of materials less than the specified minimums. Any other costs not included by this or other pay items will be incidental to the listed pay items.

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QUOTE SCHEDULE

SUPPLY, DELIVERY, DISTRIBUTION, AND APPLICATION OF LIQUID ASPHALT EMULSION

QUOTES DUE: Tuesday, February 11th, 2025, 2:00 P.M., P.S.T.

Quote Item	Unit	Unit Rate
CRS-3P Liquid Asphalt	Ton	\$
CHFRS-2P Liquid Asphalt	Ton	\$
CQS-1h (fog seal)	Ton	\$
Distributor Truck	Hour	\$
Demurrage	Hour	\$
Short Load Fee	Ton	\$

Distributor Truck #1: Year: _____ Make: _____

Distributor Bar Brand: _____ Tank Capacity: _____

Distributor Truck #2: Year: _____ Make: _____

Distributor Bar Brand: _____ Tank Capacity: _____

Company Name: _____

Address: _____

Phone: _____ Fax: _____

E-mail address: _____

Printed Name: _____

Authorized Signature: _____ Date: _____

APPENDIX A

(Sample Purchase of Supplies Contract)

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PURCHASE OF SUPPLIES CONTRACT

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

1. Contractor agrees and covenants to County that it shall supply and deliver liquid asphalt emulsion and shall furnish asphalt distributor trucks with qualified operators as requested by County and as set forth in Contractor's Quote, which is attached hereto as Exhibit A and by this reference incorporated herein. Contractor further agrees and covenants to County that Contractor shall perform this Contract in a faithful and workmanlike manner as may be required by the Board of Commissioners, or their designated agent, the County Roadmaster, in accordance with the terms set forth in the provisions of the Request For Quotes, the "Specifications", which are attached hereto as Exhibit B and by this reference incorporated herein. Together, these documents are hereinafter referred to as the Contract Documents.
2. Any conflict or difference between the Contract Documents shall be called to the attention, first of the County Roadmaster and if a satisfactory solution is not reached, then to the Board of County Commissioners by Contractor before proceeding with work affected thereby. To the extent that any conflict or any discrepancy exists within the Contract Documents, the specific provisions of this Contract shall have priority over all others.
3. Contractor hereby sells and agrees to deliver, and County agrees to receive and thereafter pay for in accordance with the provisions herein, the products of the kind required by the Specifications in quantities specified from time to time by the County Roadmaster.
4. Contract period shall be from the awarding of the Contract until and including October 31, 2025. The County Roadmaster shall determine the quantities to be delivered on an as-needed basis. Contractor agrees that County has the option to purchase more or less than the quantity specified in the Quote, and that County shall not be liable or responsible for any payment for additional work or cost unless its Board of County Commissioners specifically assumes in writing such responsibility and liability on and by itself.
5. Payments shall be as set forth in the Specifications, Section GP-6.
6. Contractor shall comply with all federal, state and local laws, codes, regulations and ordinances applicable to the provision of goods and/or services under this Contract, including, without limitation, the provisions of ORS 279B.220 through 279B.235 and the provisions of: (i) Title VI of the Civil Rights Act of 1964; (ii) Section V of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 (Pub L No 101- 336), ORS 659.425, and all amendments of and regulations and administrative rules established pursuant to those laws; and (iv) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.
7. County may terminate this Contract for convenience at any time with written notice to Contractor, stating the extent and effective date of termination. Upon receipt of this written notice, Contractor

shall stop performance under this Contract as directed by County. If this Contract is so terminated, Contractor shall be paid in accordance with the terms of the Contract for goods delivered or services provided and accepted if Contractor's damages arising out of return of the goods cannot be mitigated by the resale as provided in the Uniform Commercial Code (ORS 72.7060). Additionally, County may immediately terminate this Contract without liability or penalty for any of the following causes by the mailing of written notice to Contractor specifying the cause:

- Contractor breaches any of the provisions of this Contract. Contractor shall be liable for any and all damages suffered by County as the result of Contractor's breach of Contract, including, but not limited to, incidental and consequential damages, as provided in ORS 72.7110 to 72.7170;
- Contractor no longer holds all licenses or certificates that are required to provide the goods or perform the services required under this Contract;
- County lacks lawful funding, appropriations, limitations or other expenditure authority; or
- Federal, state or local laws, regulations or guidelines now prohibit performance of or payment for the goods and/or services under this Contract.

8. Contractor warrants all goods delivered under this Contract to be free from defects in labor, material, and manufacture and to be in compliance with the solicitation specifications. All implied and express warranty provisions of the Uniform Commercial Code (ORS Chapter 72) are hereby incorporated into this Contract. For any services provided under this Contract, Contractor warrants that performance shall be in a good and workmanlike manner and in accordance with professional standards applicable to the work. All warranties shall run to County and shall survive termination, cancellation or expiration of this Contract.
9. Contractor agrees to make all the provisions of this Contract applicable to any subcontractor performing hereunder.
10. Contractor shall not assign, delegate nor transfer any of its rights or obligations under this Contract without County's prior written consent. County's written consent does not relieve Contractor of any obligations under this Contract, and any assignee, transferee, or delegate is considered Contractor's agent. The provisions of this Contract shall be binding upon and shall inure to the benefit of the parties to the Contract and their respective successors and assigns.
11. To the fullest extent permitted by law, and in accordance with Article XI, Section 10, of the Oregon Constitution and the Oregon Tort Claims Act, Contractor shall indemnify, defend, save, and hold harmless (with counsel of County's choice) County and its officers, employees and agents from and against all claims, suits, actions, liabilities, damages, losses, or expenses, including attorney fees, arising out of the acts or omissions of the party, its officers, agents, or employees performing under this Contract, including, but not limited to Section GP-2 of the Specifications.
12. This Contract shall be governed and construed in accordance with the laws of the State of Oregon, without resort to any jurisdiction's conflict of laws rules or doctrines. Any claim, action, suit, or proceeding (collectively, "the claim") between County (and/or any other agency or department of Linn County) and Contractor that arises from or relates to this Contract shall be brought and conducted solely and exclusively within the Circuit Court of Linn County for the State of Oregon. Provided, however, if the claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon.

Contractor hereby consents to the in personam jurisdiction of said courts. Each party shall be responsible for the party's attorney fees, costs and disbursements at all times including appeals.

13. Contractor shall maintain all fiscal records relating to this Contract in accordance with generally accepted accounting principles. In addition, Contractor shall maintain any other records pertinent to this Contract in such a manner as to clearly document Contractor's performance hereunder. Contractor acknowledges and agrees that County, the Oregon Secretary of State's Office, the Federal Government and their duly authorized representatives shall have access to such fiscal records and all other documents that are pertinent to this Contract for the purpose of performing audits and examinations and making transcripts and excerpts. All such fiscal records and documents shall be retained by Contractor for a minimum of three (3) years (except as required longer by law) following final payment and termination of this Contract, or until the conclusion of any audit, controversy or litigation arising out of or related to this Contract, whichever date is later.
14. Contractor, its subcontractors, and all employers working under this Contract deemed to be subject employers under the Oregon Workers' Compensation law shall comply with ORS 656.017, which requires them to provide workers' compensation coverage for all their subject workers.
15. The terms of this Contract shall not be waived, altered, modified, supplemented or amended in any manner whatsoever without prior written approval of County.
16. County's failure to enforce any provision of this Contract is not a waiver or relinquishment by County of its rights to such performance in the future or to enforce any other provisions. If any provision of this Contract shall be held invalid or unenforceable by any court or tribunal of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision, and the obligations of the parties shall be construed and enforced as if the Contract did not contain the particular term or provision held to be invalid.
17. The individual signing this Contract on behalf of Contractor certifies under penalty of perjury both individually and on behalf of Contractor that he or she is authorized to act on behalf of Contractor and that Contractor is, to the best of the undersigned's knowledge, not in violation of any Oregon Tax Laws. For purposes of this certification, "Oregon Tax Laws" means those programs listed in ORS 305.380(4).
18. All rights and obligations shall cease upon termination of this agreement, except for those rights and obligations that by their nature or express terms survive termination of this agreement. Termination shall not prejudice any rights or obligations accrued to the parties prior to termination.

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IN WITNESS WHEREOF, Each party, by the signature below of its authorized representative, hereby acknowledges that it has read this Contract, understands it, and agrees to be bound by its terms and conditions.

CONTRACTOR

LINN COUNTY

NAME

Wayne E. Mink, P.E., County Roadmaster

Date

Date

SAMPLE

APPENDIX B

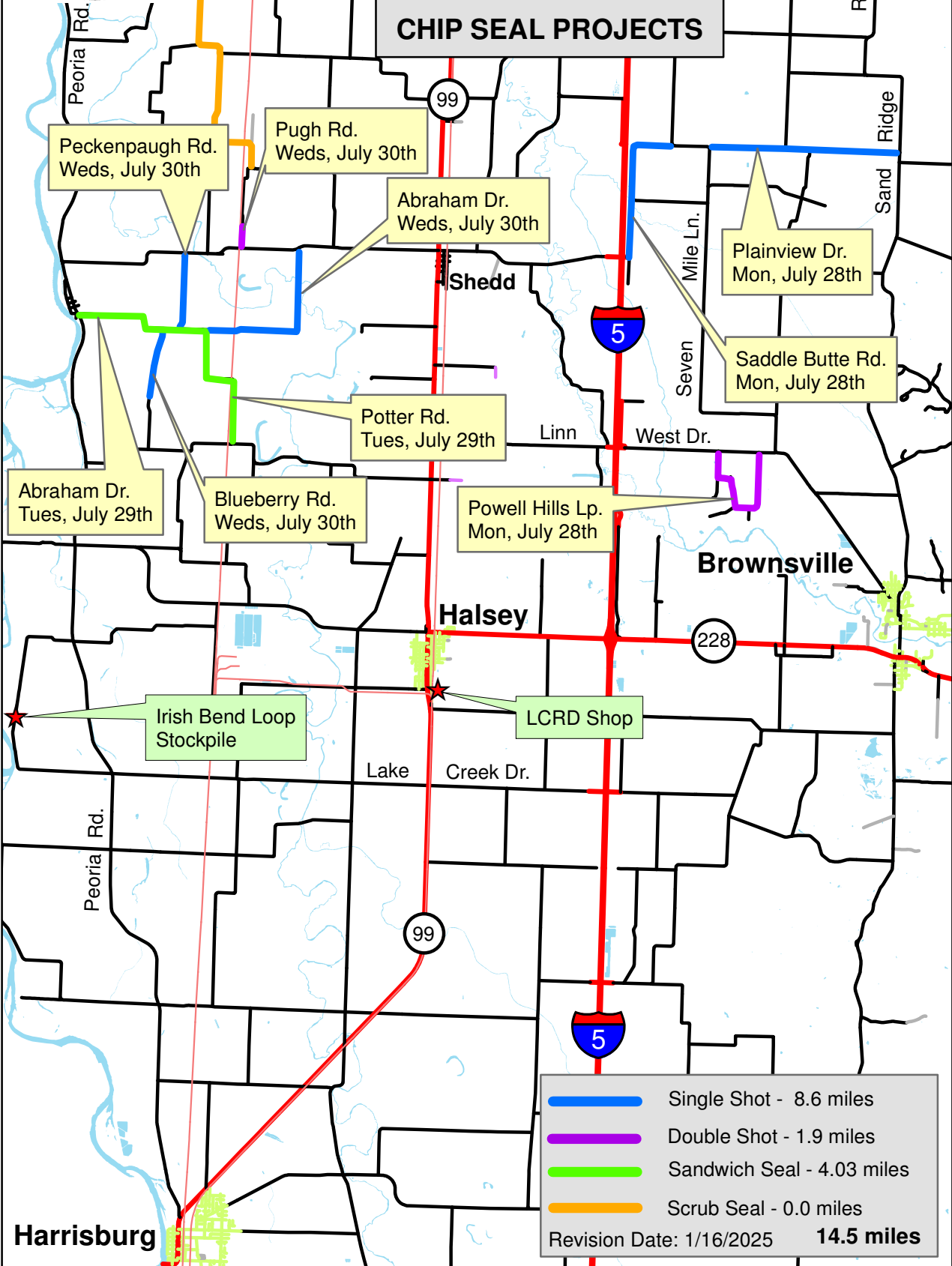
(Summer 2025 Project Maps & Estimated Schedule)

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HALSEY MAINTENANCE DISTRICT

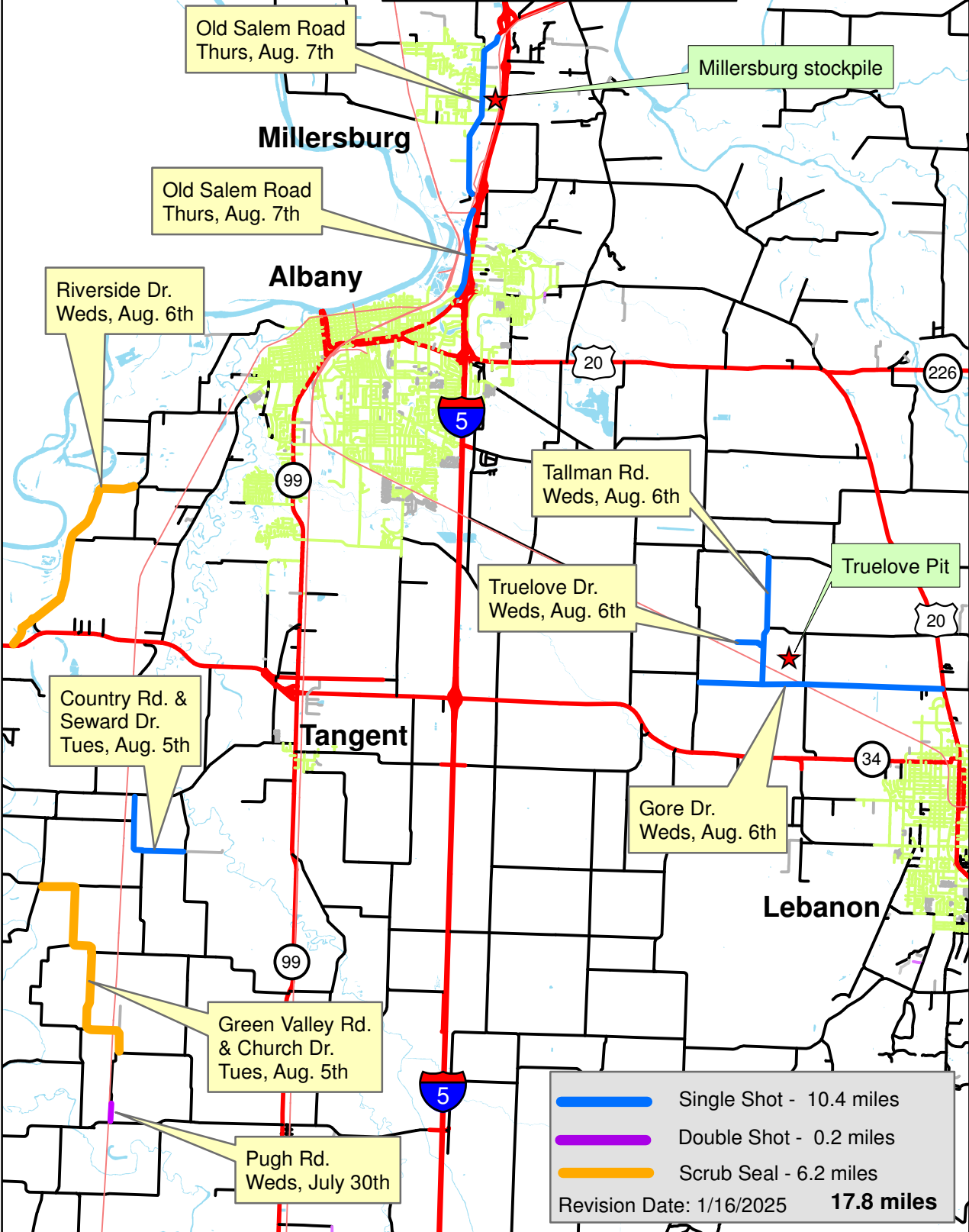
SUMMER 2025 CHIP SEAL PROJECTS





ALBANY MAINTENANCE DISTRICT

SUMMER 2025 CHIP SEAL PROJECTS





2025 Chip Seals Schedule of Materials

Estimated Quantities to be used (tons)

<u>Day</u>	<u>Date</u>	<u>CRS-3P</u>	<u>CHFRS-2P</u>	<u>Fog</u>	<u>Total</u>
Monday	7/28	166	0	0	166
	Powell Hills, Plainview, Saddle Butte				
Tuesday	7/29	176	0	0	176
	Potter, Abraham				
Wednesday	7/30	103	0	30	133
	Blueberry, Peckenpaugh, Abraham, Pugh; Powell Hills, Plainview				
Thursday	7/31	0	0	35	35
	Saddle Butte, Blueberry, Peckenpaugh, Abraham				
Tuesday	8/05	34	60 (scrub)	0	94
	Country, Seward, Green Valley, Church				
Wednesday	8/06	134	102 (scrub)	0	236
	Riverside, Truelove, Tallman, Gore				
Thursday	8/07	0	173	0	173
	Old Salem				
		CRS-3P	CHFRS-2P	Fog	Total
ESTIMATED TOTALS		613	335	65	2,037

The above quantities were estimated assuming 245 gallons per ton.

The quantities and dates shown above are estimates only, and are subject to change without changes to bid unit prices or other contract provisions. Additional quantities may be purchased, including on dates not shown.

Revised 1/24/2025