

**JACKSON COUNTY ROADS AND PARKS**

**INVITATION TO BID**

**FOR**

**2024 FURNISHING HOT MIXED ASPHALT CONCRETE (HMAC)**



**JACKSON  
COUNTY**  
*Roads*

*Contract No. 02.24SC*

*March 2024*

*White City, Oregon*

**FURNISHING HOT MIXED ASPHALT CONCRETE (HMAC)**

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AND RETURNED WITH BID RESPONSE**

## INSTRUCTIONS TO BIDDERS

### Tentative Schedule of Events:

Release of ITB	March 6, 2024 at 8:00 a.m. PST
All written questions regarding the ITB packet due to the County.	March 19, 2024 at 2:00 p.m. PST
Answers to ITB questions published	March 22, 2024 at 2:00 p.m. PST
Close Deadline Bids Due	March 28, 2024 at 10:15 a.m. PST

If a Bidder has any questions or concerns with completing the ITB for the Hot Mixed Asphalt Concrete Supply Contract, please submit questions **in writing** (email to “contact person” is acceptable) no later than seven (7) business days prior to the date for the Close Deadline to Jen Drake at [drakejm@jacksoncountyor.gov](mailto:drakejm@jacksoncountyor.gov). Telephone questions or inquiries are not allowed and will not be addressed or answered. Answers to written submitted questions will be considered an addendum and will be issued to all bidders no later than **March 22, 2024**, except an addendum withdrawing the ITB or one which includes the postponement of the ITB Close Deadline.

Any bidder who receives an ITB packet from a source other than the Jackson County website located at [www.jacksoncountyor.gov/projects](http://www.jacksoncountyor.gov/projects) is required to register with the Jackson County Roads Department. This registration must be in writing and shall include the bidder’s name, mailing address, telephone number, and electronic mail address. Registration should be sent to Jen Drake at 200 Antelope Road, White City, Oregon, 97503 or can be emailed to [drakejm@jacksoncountyor.gov](mailto:drakejm@jacksoncountyor.gov). (This is for packet registration only. Bids will not be accepted by electronic mail or facsimile.)

### Project upon which Bids are to be received:

All work shall be in done in accordance with any federal, state and local ordinance, or regulation dealing with the prevention of environmental pollution and the preservation of natural resources that affect the performance of the Contract, as defined in ORS 279C.525.

Jackson County shall make known to the successful bidder any conditions at the construction site that may require the successful bidder to comply with the statutes, ordinances, or regulations identified under subsection (1) of ORS 279C.525.

Notwithstanding the provisions of ORS 279C.525, Jackson County shall allocate all or a portion of the known environmental and natural resource risks to the Contractor by listing such environmental and natural resource risks with specificity in these bid documents.

Pursuant to ORS 279A.125, Contractor shall use recyclable products to the maximum extent economically feasible in the performance of the Contract work set forth in this document.

### Time and Place of Receiving Bids:

Bids for the work described herein will be received by the Jackson County Roads Administration Office, 200 Antelope Road, White City, Oregon, 97503, until **10:15 a.m. March 28, 2024** according to the Administration Office wall clock.

**Submission of Proposal:**

Bidders shall submit the proposal on the attached schedule and sign in the place provided therefore. All proposals shall be submitted to the Roads Administration Office, prior to the time stated above. Proposals submitted after the time stated above shall be considered untimely and shall be rejected. Items to be submitted are:

- Bidder's Proposal
- Bidder's Affidavit
- Bidder's Certificate
- Owners Acceptance of Bidder's Offer

Bidders shall carefully examine these Contract Documents.

**THE BIDDER'S NAME, ADDRESS, OPENING DATE, AND NAME OF PROJECT SHALL BE MARKED ON THE OUTSIDE OF THE ENVELOPE CONTAINING SUCH BID.**

The bidder shall sign its proposal in the space provided. If the bidder is a partnership, all partners thereof must sign both the Contract. If the bidder is a corporation, the Contract must be signed by the President and the Secretary of the corporation, unless other officers are authorized to execute contracts on behalf of the corporation, in which case, a certified copy of the bylaws or minutes of the corporation, showing the authority of such other officers to execute the Contract for the corporation, must be furnished to Jackson County Roads. Signature of the bidder on the Contract must be notarized.

Each bid must contain a statement as to whether bidder is a resident bidder as defined in ORS 279A.120 and, if not a resident bidder, then specify the state in which bidder is resident.

Any proposal may be deemed void which contains omissions, erasures, alterations, or additions of any kind, or prices uncalled for, or in which any of the prices are obviously unbalanced, or which in any manner shall fail to conform to the requirements of the Invitation to Bid or the Instructions to Bidders.

**Prequalification of Bidders:**

Prequalification is not a requirement of this Contract.

**Bid Security:**

A bid security is not required.

**Conditions of Work:**

Each bidder must inform itself of the conditions relating to the execution of the work, and it is assumed that the bidder will inspect the site and make itself thoroughly familiar with all the site conditions. Failure to do so will not relieve the successful bidder of its obligation to enter into a contract and complete the contemplated work in strict accordance with the Contract documents.

Each bidder must inform itself on all federal, state and local laws, statutes, regulations, administrative rules, and ordinances governing bidder's performance under the Contract Documents.

Bidder shall identify, if any exist, all trade secret information. Such information will be protected to the extent permitted by Public Records Law, ORS Chapter 192.

**Time of Completion:**

The time of completion of the work to be performed under this Contract is the essence of the Contract. Delays and extensions of time may be allowed in accordance with the provisions of the 2021 Oregon Standard Specifications for Construction, as published for the Oregon Department of Transportation, hereinafter called Standard Specifications. The time allowed for the completion of the work is stated in the Bidder's Proposal.

**Opening of Proposals:**

Proposals shall be publicly opened and read at the close of bid by a Roads representative at the time and place hereinbefore specified. Once opened, all proposals will be available for inspection and copying by the public.

**Award of Contract:**

It is the intent of the Owner to award a Contract to the lowest qualified Bidder, provided the Bid has been submitted in accordance with the requirements of the Bidding Documents and does not exceed the funds available. The Owner shall have the right to waive informalities and irregularities in a Bid received and to accept the Bid, which, in the Owner's judgment, is in the Owners best interest.

Within thirty (30) calendar days after the opening of bids, Jackson County will post its intent to award a contract on its web page, [www.jacksoncountyor.gov/projects](http://www.jacksoncountyor.gov/projects) and by emailing, faxing, or mailing the Bid Tabulation Sheet to all Bidders. This shall serve as a notice to all Bidders of Jackson County's intent to make award to the lowest responsible and Responsive Bidder's as defined in ORS 279C.375.

The owner shall have the right to accept Alternates in any order or combination, unless otherwise specifically provided in the Bidding Documents, and to determine the low Bidder on the basis of the sum of the Base Bid and Alternates accepted.

The County reserves the right to accept the proposal it considers to be in its best interest.

Bid award will be made on an authorized, fully executed Jackson County purchase order, which together with the Contract Documents shall constitute the entire Contract.

**Right to Reject Proposals:**

Jackson County may reject any bid not in compliance with all prescribed bidding procedures and requirements and may reject for good cause any or all bids, upon a finding by Jackson County, that it is in the public interest to do so (ORS 279B.100).

**Performance Bond:**

A performance bond is not required for this Contract.

## **GENERAL PROVISIONS**

The Oregon Standard Specifications for Construction (2021 edition), are specifically incorporated by reference as General Provisions herein.

Whenever in the Contract Documents, the following terms are used, they shall be understood to have the meanings given herein:

"County" or "Agency" - Jackson County, Oregon

"Contractor" or "Bidder" - the successful bidder

"Engineer" or "County Representative" - The Director of Roads and Parks for the County or its authorized representative

"Standard Specifications" - The Oregon Standard Specifications for Construction (2021 edition). As of February 18, 2021, the Standard Specifications may be found via the following web address:

[https://www.oregon.gov/odot/Business/Specs/2021\\_STANDARD\\_SPECIFICATIONS.pdf](https://www.oregon.gov/odot/Business/Specs/2021_STANDARD_SPECIFICATIONS.pdf)

### **Standard Specifications:**

The Standard Specifications are incorporated by reference herein. The contractor shall be bound by the Standard Specifications as Contractor would be if each mention of State, Transportation Commission, or Engineer therein were to read County, Agency, County Board of Commissioners, or County Director of Roads and Parks respectively. In the event of an inconsistency between the Standard Specifications and the Contract Documents (as defined on the Bidder's Proposal), the Contract Documents shall control.

### **Warranty:**

Contractor guarantees all materials supplied under this contract for a period of one (1) year from the date of final acceptance against all defects in materials. Contractor shall promptly make all necessary repairs or replacements to correct deficient materials, of which Contractor has notice in writing from the County Representative within one (1) year of the date of delivery. In the event Contractor fails to promptly take action to correct conditions covered by this warranty, after notice of such condition, County may do so and Contractor shall be liable for the cost thereof.

Usual wear and tear and results of accidents not chargeable to the Contractor or his agents are exempt from the above requirements. Everything necessary for the fulfillment of this warranty must be done without any expense to County.

### **Time Limit of Unsettled Disputes:**

No action, arbitration, suit, or other legal proceedings shall be maintained by any party hereto against another party hereto upon any claim, or cause of action, arising out of the Contract on breach thereof, or anything done in connection therewith, unless commenced within one (1) year of the entry by the Jackson County Board of Commissioners of the order of final project payment. All claims or causes of action in any way resulting from this Contract shall be deemed barred, unless action or suit thereon shall have been commenced within such time.

**Payments:**

Monthly payments for the work performed will be made by the County as specified in the Standard Specifications, Section 00195 - Payment.

**Non-Appropriation of Funds:**

In the event insufficient funds are appropriated for the payments and County has no other lawfully available funds then County may terminate this Contract at the end of its then current fiscal year and County shall not be obligated to make subsequent payments under this Contract. County agrees to deliver notice to Contractor of such termination within ten (10) working days from the determination by County of the event of non-appropriation. Notwithstanding any other provision of this Contract, County and Contractor agree and acknowledge that termination of this Contract pursuant to this section shall not constitute an event of default and any security interest granted herein is to the extent, and only to the extent, of the unpaid balance hereunder in the event of non-appropriation.

**State Highway Provisions:**

Sections 00120 and 00130 of the Standard Specifications deal with the same subject matter as the foregoing Instructions to Bidders. In the event of any difference between the provisions in Standard Specifications and Specific Provisions, the Specific Provisions shall prevail.

It is the intent of this Contract that all measured and payment items shall be English basis units, while the Standard Specifications are dual units. Comply with referenced standard specifications, with the measurement and pay items using the units designated on the Bid Schedule (English basis).

**Applicable Laws:**

Contractor shall comply with all applicable federal, state and local laws, regulations, executive orders, and ordinances, as amended (Rules), including: (i) Titles VI and VII of Civil Rights Act of 1964; (ii) Sections 503 and 504 of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990; (iv) Executive Order 11246; (v) The Age Discrimination in Employment Act of 1967, and the Age Discrimination Act of 1975; (vi) The Vietnam Era Veterans' Readjustment Assistance Act of 1974; (vii) ORS Chapter 659; (viii) ORS 279B.020; (ix) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules, and regulations; and (xi) all regulations and administrative rules established pursuant to the foregoing laws. County's performance is conditioned upon Contractor's compliance with ORS sections 279B.220, 279B.225, 279B.230, and 279B.235, as applicable. All applicable Rules are incorporated by reference in this Contract.

**No Assignment:**

Contractor shall not assign, transfer, subcontract rights, or delegate responsibilities under this Contract in whole or in part, without the prior written approval of County. This Contract's provisions are binding upon and inure to the benefit of the parties to the Contract and their respective successors and assigns.

**Waiver:**

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.

**Amendments:**

All amendments to this Contract must be in writing, signed by County.

## **Insurance**

Prior to performing any work under this Contract, Contractor, at Contractor's expense, shall obtain insurance specified below and maintain the insurance in full force throughout the duration of this Agreement. All insurance coverage shall be provided by an insurance company having an A.M. Best rating of A no less than A - VII.

**Workers Compensation:** Workers Compensation insurance in compliance with ORS 656.017, which requires all employers that employ subject workers, as defined in ORS 656.027, to provide workers' compensation coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). Employer's liability coverage with limits of not less than **\$1,000,000** shall be included.

**Commercial General Liability:** Insurance Services Office (ISO) Form CG 00 01 covering Commercial General Liability on an "occurrence" basis, including products and completed operations, property damage, bodily injury, and personal and advertising injury with limits of not less than **\$2,000,000 per occurrence/\$4,000,000 aggregate**.

**Automobile Liability:** Commercial Automobile Liability Insurance covering all owned, hired, and non-owned vehicles. The combined Single Limit per occurrence shall be not less than **\$1,000,000**. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for "Commercial General Liability" and "Automobile Liability").

**Additional Insured:** The Commercial General Liability Insurance **must** include Jackson County and its elected officials, officers, employees, agents, and volunteers as Additional Insureds but only with respect to the Contractor's activities to be performed under this Agreement.

**Primary Coverage:** For any claims related to this Agreement, the Contractor's insurance coverage shall be primary coverage at least as broad as IS CG 20 01 04 13 as respect the County and its elected officials, officers, agents, employees, and volunteers. Any insurance or self-insurance maintained by County shall be excess of Contractor's insurance and shall not contribute with it.

**Notice of Cancellation or Change:** Each insurance policy required herein shall not be canceled, except with not less than 30 days written notice to County.

**Certificate(s) of Insurance:** As evidence of the insurance coverage required by this Contract, the Contractor shall furnish certificate(s) of insurance to the Owner within seven (7) calendar days of notification of intent to award. The certificate(s) will specify all of the parties who are Additional Insureds or Loss Payees. Insurance coverage required under this Contract shall be obtained from insurance companies or entities acceptable to the Owner that are allowed to provide such insurance under Oregon law. Eligible insurers include admitted insurers that have been issued a certificate of authority from the Oregon Department of Consumer and Business Services authorizing them to do an insurance business in the state of Oregon, and certain nonadmitted surplus lines insurers that satisfy the requirements of applicable Oregon law and are approved by the Owner. The certificates will also specify that there shall be no cancellation, material change, potential exhaustion of aggregate limits or intent not to renew insurance coverages without thirty (30) days' written notice from the insurer(s) to the Owner. To the extent Certificates of Insurance contain words to the effect that Contractor shall "endeavor to send notice of cancellation" or similar language, Contractor shall require its insurer to send such notice by making sure that the words "endeavor to" or similar words are removed



from the Certificate. The Contractor shall be financially responsible for all deductibles, self-insured retentions and/or self-insurance included hereunder. Any deductible, self-insured retention and/or self-insurance in excess of fifty thousand dollars (\$50,000) shall be approved by the Owner in writing within seven (7) calendar days of notification of intent to award and is subject to Owner's approval.

**Indemnification:**

To the fullest extent permitted by law, and except to the extent otherwise void under ORS 30.140, the Contractor shall indemnify, defend (with counsel approved by the County) County and its elected officials, officers, employees, agents, and volunteers (collectively "Indemnitees") from and against all liabilities, damages, losses, claims, expenses (including reasonable attorney fees), demands, and actions of any nature whatsoever which arise out of (1) the activities of Contractor or its officers, employees, subcontractors, or agents, (2) the goods sold pursuant to this Contract, and (3) any services provided pursuant to this Contract.

**Governing Law; Jurisdiction; Venue:**

Bidder agrees that 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 the County and the Contractor that arises from or relates to the Contract shall be brought and conducted solely and exclusively within the Circuit Court to Jackson 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 filed in Jackson County, Oregon. Contractor, by signature on the Bidder's Proposal, hereby consents to the *in personam* jurisdiction of said courts.

**BIDDER'S PROTESTS**

Any protest of Bid Documents or bidding process must be submitted in writing to the Public Contracting Officer. To be considered, protests must be received no later than fifteen (15) calendar days prior to BID CLOSE DATE.

Envelopes containing bid protests must be marked as follows:

BID SPECIFICATION PROTEST

BID # or NAME \_\_\_\_\_, CLOSE DATE \_\_\_\_\_

All bid protests shall state the reason for the protest and any proposed changes to specifications.

If a bid specification protest is timely presented, the bid opening date may be extended. Bid protest shall be in accordance with Local Contract Review Board (LCRB) Division 2-90 and ORS 279B.400-279B.410.

Protests as to the bid award shall contain and follow the requirements set forth in ORS 279B.410 and be received at the Public Contracting Officer's office within three (3) business days from the date of the award of the public contract or the date of the notice of intent to award a public contract, whichever occurs first.

**BIDDER'S PROPOSAL**

TO: Jackson County Roads  
200 Antelope Road  
White City, OR 97503

PROPOSAL FOR: **2024 FURNISHING HOT MIXED ASPHALT CONCRETE (HMAC)**

FIRM NAME OF BIDDER: \_\_\_\_\_

LOCATION OF VENDOR'S PLANT: \_\_\_\_\_

The undersigned, hereinafter called the Bidder, declares that the only persons or parties interested in this proposal are those named, and that this proposal is in all respects, fair and without fraud, and that it is made without collusion with any official, employee, or agent of the County Board of Commissioners, and it is further declared that this bid is being made without any prior agreement being made between Bidder and other prospective or actual bidders.

The Contract Documents (collectively, the "Contract") consist of the following documents, which are incorporated herein by reference:

- Invitation to Bid
- General Provisions
- Special Provisions
- Supplemental Standards Specifications
- Bid Schedule
- Bidder's Proposal
- Owner's Acceptance of Bidder's Proposal
- Bidder's Affidavit
- Bidder's Certificate

The Bidder further declares that it has carefully examined the Contract Documents for **2024 FURNISHING HOT MIXED ASPHALT CONCRETE (HMAC)** for the period of **May 1, 2024** through **November 1, 2024**, and that this proposal is made according to the provisions and under the terms of the Contract Documents.

In the event of an inconsistency between the documents comprising the Contract Documents, they shall be interpreted in the following order of precedence, from highest to lowest: Bidder's Schedule, this Bidder's Proposal, Supplemental Standards and Provisions, Special Provisions, General Provisions, and all other documents.

The Bidder further declares that it is fully acquainted with conditions relating to furnishing materials specified in the Contract; that it has satisfied itself as to the quantities involved, and including the fact that the quantities of materials included herein is approximate only, and is intended only to indicate the general nature and scope of the work.

The Bidder further agrees to supply materials on an as needed basis within the time limits specified in the Bid Schedule, all in accordance with the Contract Documents.

The Bidder declares that, if this proposal is accepted, it will contract with the Board of Commissioners for **the 2024 FURNISHING HOT MIXED ASPHALT CONCRETE (HMAC)**, and will provide all the necessary equipment, materials, tools, apparatus, and labor to supply all materials as specified in these Contract Documents.

The Bidder agrees to comply with all federal, state and local laws, and ordinances applicable to the work under this Contract, including all applicable sections of ORS 279, 279A, 279B and 279C.

The Bidder further declares that it will accept the unit prices as hereinafter written in the Bid Schedule of this proposal as full payment for the proposed work.

In the event the Bidder is awarded the Contract and shall fail to complete the work within the time limit or extended time limit agreed upon, as more particularly set forth in the Contract Documents, liquidated damages may be paid to the County at the rate specified in the Oregon Standard Specifications for Construction, Section 00180 - Prosecution and Progress, until the work shall have been finished as provided by the Contract Documents.

BIDDER

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Authorized Signature

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Title

**BID SCHEDULE**

The undersigned will furnish the Hot Mixed Asphalt Concrete (HMAC) asphalt products requirements of Jackson County at the following prices, firm for the Contract period.

<u>ITEM NO.</u>	<u>ITEM</u>	<u>QUANTITY &amp; UNIT</u>	<u>UNIT PRICE</u>	<u>TOTAL</u>
1.	Level 2, Dense, 1/2" HMAC Mixture	14,000 tons	\$ _____	\$ _____
<b>BID TOTAL FOR ITEM NO. 1.</b>				\$ _____

Discount terms, if any: \_\_\_\_\_ (Discount terms of less than 20 days will not be acceptable to Jackson County; if terms are net/30 then write none or net).

Cash discounts for early payment will not be used to decide on award of a contract. Bid award will be made on the base bid for asphaltic concrete per ton.

The bidder declares that it has carefully examined the Contract Documents (defined on the Bidder's Proposal), which are incorporated herein.

**BIDDER:**

\_\_\_\_\_  
Firm Name

By: \_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
Address

\_\_\_\_\_  
Signature

\_\_\_\_\_

\_\_\_\_\_  
Title

\_\_\_\_\_

**THIS SECTION TO BE COMPLETED BY JACKSON COUNTY**

**OWNER'S ACCEPTANCE OF BIDDER'S PROPOSAL**

Jackson County hereby accepts Bidder's offer for the item(s) and/or service(s) designated on the bid schedule contained in the Bidder's Proposal summarized below and reflected in the attached Bid Tabulation:

**Contract No.**            **02.24SC**

**Project:**                **Furnishing Hot Mixed Asphalt Concrete (HMAC)**

\_\_\_\_\_  
Danny Jordan  
Jackson County Administrator  
Public Contracting Officer

\_\_\_\_\_  
Date

Approved as to Legal Sufficiency:

\_\_\_\_\_  
Sr. Assistant County Counsel



**BIDDER'S CERTIFICATE**

THIS CERTIFICATION MUST BE COMPLETED, SIGNED AND RETURNED. FAILURE TO DO SO WILL RESULT IN BID DISQUALIFICATION

Name of Bidder: \_\_\_\_\_

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

**RESIDENCY INFORMATION [ORS 279C.365(h)].**

ORS 279A.120(2) states "For purposes of awarding a public contract, a contracting agency shall:...(b) Add a percentage increase to the bid of a nonresident bidder equal to the percent, if any, of the preference given to that bidder in the state in which the bidder resides."

"Resident bidder" means a bidder that has paid unemployment taxes or income taxes in this state during the 12 calendar months immediately preceding submission of the bid, has a business address in this state and has stated in the bid whether the bidder is a "resident bidder" [ORS 279A.120(b)].

"Non-resident bidder" mean's, a bidder who is not a "resident bidder" as defined above [ORS279A.120(1)(a)].

a. **CHECK ONE:** Bidder is a [ ] **RESIDENT bidder** [ ] **NON-RESIDENT bidder.**

b. If resident bidder, enter your Oregon business address:

\_\_\_\_\_  
(Physical address)

\_\_\_\_\_  
(Mailing address)

a. If a non-resident bidder, enter state of residency: \_\_\_\_\_

d. If a non-resident bidder, do you or your firm receive, or are you or your firm eligible for, any preference in award of contracts with your state's government or with other governmental bodies in your state?

**CHECK ONE:** [ ] **YES** [ ] **NO**

If yes, state the preference percentage: \_\_\_\_\_ %

If yes, but not a percentage of bid price, describe the preference: \_\_\_\_\_

If yes, state the law or regulation that allows the preference described (legal citation):

\_\_\_\_\_



## CONSTRUCTION CONTRACTORS BOARD

Bidders shall be registered with the Construction Contractors Board, 700 Summer Street NE, Suite 360, Salem, Oregon 97310, telephone (503) 378-4621. Bidders Construction Contractors Board registration number is:

## CONSTRUCTION CONTRACTORS BOARD REGISTRATION

NO. \_\_\_\_\_

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## COMPLIANCE WITH OREGON TAX LAWS

For purposes of this certificate, 'Oregon Tax Laws' means those programs listed in ORS 305.380(4) which is incorporated herein by this reference. Examples include the state inheritance tax, personal income tax, withholding tax, corporation income and excise taxes, amusement device tax, timber taxes, cigarette tax, other tobacco tax, 9-1-1 emergency communications tax, the homeowners and renters property tax relief program, and local taxes administered by the Department of Revenue (Lane Transit District Employer Payroll Tax, The County Metropolitan Transit District of Oregon "Tri-Met" Employer Payroll Tax, and Tri-Met Self-Employment Tax).

**CHECK ONE:** Bidder states that it [  ] **Does** [  ] **Does not** have authority and knowledge regarding the payment of taxes, and that Contractor is, to the best of its knowledge, not in violation of any Oregon tax laws.

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## NON-DISCRIMINATION INFORMATION

ORS 279A.110(1) states: "A bidder ...may not discriminate against a subcontractor in the awarding of a subcontract because the subcontractor is a minority, women, or emerging small business enterprise certified under ORS 200.055. ...(4) A bidder shall certify... that the contractor has not discriminated and will not discriminate, in violation of subsection (1)..."

**CHECK ONE:** Bidder states that it [  ] **Has** [  ] **Has not discriminated and will not discriminate** against minority, women or emerging small business enterprises in obtaining any required subcontracts.

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## PREVAILING WAGE INFORMATION

ORS 279C.365(g) states in substance: "...that no bid will be received or considered by the contracting agency unless the bid contains a statement by the bidder" that bidder will comply with ORS 279C.840 (Prevailing Wage Rates) or the Davis-Bacon Act (40 U.S.C. 276a)."

**CHECK ONE:** Bidder states that it [  ] **Will** [  ] **Will not** comply with ORS 279C.840 or 40 U.S.C. 276a.

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**DRUG-TESTING PROGRAM**

ORS 279C.505(2) requires that all public improvement contracts require contractors to demonstrate that it has an employee drug-testing program in place that applies to all employees, and will maintain a drug testing program at all times during the performance of the Contract awarded. Failure to maintain a program shall constitute a material breach of contract.

**CHECK ONE:** Bidder states that the Bidder [ ] **Does** [ ] **Does Not** comply with ORS 279C.505(2)

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**ASBESTOS ABATEMENT LICENSE**

ORS 279B.055(g) requires the contracting agency to issue an Invitation to Bid that requires the contractor or subcontractor to possess an asbestos abatement license, if required under ORS 468A.710.

**CHECK ONE:** Bidder states that the Bidder [ ] **Does** [ ] **Does Not** possess an asbestos abatement license.

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I, the undersigned, a duly-authorized representative of the Bidder, hereby certify that the answers to the foregoing BIDDER CERTIFICATE questions and all statements therein contained are true and correct.

Firm Name: \_\_\_\_\_

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

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

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

Printed Name: \_\_\_\_\_

Telephone: \_\_\_\_\_

Email Address: \_\_\_\_\_

Fed. Tax ID Number: \_\_\_\_\_

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## SPECIAL PROVISIONS

### **Work to be done:**

The work to be done under this Contract consists of furnishing hot mixed asphalt concrete (HMAC) as shown on the attached Bid Schedule.

All number references in these Special Provisions shall be understood to refer to the section or subsection of the Standard Specifications, as defined in the General Provisions bearing like numbers.

This is a supply contract; therefore, the prevailing wage laws do not apply nor does the drug testing program.

The right is reserved to increase or decrease any bid item by 50%. Materials delivered by the successful bidder shall be as requested, with payment based on the unit bid price.

### **Material:**

All bids for Level 2, 1/2" HMAC with PG 64 – 22 shall be in strict compliance with Section 00744 of the Standard Specifications (with up to 30% RAP). Foamed HMAC containing up to 2.75% water may be an acceptable alternative product. (Bids for virgin Level 2, 1/2" HMAC shall use only PG 64 – 22 oil.)

### **Quantity:**

The quantities purchased may vary widely from quantities estimated in the Bid Schedule. It is understood and agreed that the Contract shall cover only the quantities ordered during the Contract period whether more or less than the quantities indicated.

### **Delivery:**

- Certified weight tickets are to be furnished by the Contractor for each load for all products. Tickets shall provide the time of batching.
- All HMAC purchases will be F.O.B. vendor's plant.
- The location of the vendor's HMAC plant shall fall within 9 road miles of the Jackson County Roads Complex at 200 Antelope Road in White City, Oregon.
- Delivery orders for HMAC will be placed by 7:00 a.m. on the day delivery is required. Should the only mixture available for delivery to Jackson County have been manufactured to another specification using base asphalt not specified in the Materials section above, the Contractor shall notify Jackson County at the time of the morning order call, Jackson County reserves the right to seek another asphalt manufacturer or accept the out of specification mixture.
- Pre-produced HMAC stored in insulated silos allowed up to maximum of twelve (12) hours provided the temperature upon loading into trucks is between 300°F - 325°F, or higher upon request for special applications.
- Delivery from silos shall flow smoothly from hopper into truck bed. Irregular flows are an indication of problems with the mix and may be rejected.

**HMAC Acceptance:**

The HMAC mixture will be accepted by visual inspection by the Engineer or the Engineer's designated representative.

The mixture may be considered suspect and rejected if any Contract requirement is not met. These requirements include, but are not limited to:

- Mixture temperatures are not within specified parameters.
- Mixture has been manufactured outside of specified time allowances.
- Mixture manufacturing time is undocumented.
- Mixture gives signs of being cold or 'clumpy', such as sharp audible banging sounds during loading or mixture is not flowable into truck.
- Numerous silo changes are made by Contractor.

The Engineer may reject HMAC mixture from visual inspection without testing. The Engineer may require testing at the Contractor's expense to verify the mixture is within tolerances and limits of 00744.14. When testing is required, obtain samples and test gradation, asphalt content, moisture content, and load out temperature according to procedures specified in 00744.14 and the MFTP. Take corrective action when testing shows HMAC mixture is not within specified tolerances and limits.

Suspect loads of mixture shall not leave the Contractor's yard until final determination as been made by the Engineer or the Engineer's designated representative.

No payment will be made for rejected HMAC mixture.

**Invoices:**

Invoices are to be in duplicate with discount terms clearly stated.

**Intent:**

It is the intent of Jackson County to purchase its supplies of HMAC from the lowest responsible bidder herein. However, to ensure that supply of HMAC is readily available and prices guaranteed, contracts may be signed with more than one supplier as hereafter specified. Such alternative sources of supply may be used by the County:

- (1) to the extent that the low bidder herein at any time during this Contract does not make material readily available, together with adequate means of loading, to meet the County's requirements, at the time, as to quality or quantity.

**Reserve:**

Notwithstanding any obligation of County to purchase its requirements for HMAC from the successful bidder, the County reserves the right to:

- (1) contract with other suppliers for HMAC overlay projects defined as on-site delivery and installation by a supplier of HMAC; and
- (2) to terminate purchasing the product with no more than twelve (12) hours' notice for reasons which include, but are not limited to the following:
  - b. Late delivery, or excessive load times at mixing plant.
  - c. Failure to comply with any requirements of these specifications.

**Price Stability:**

Unit bid prices will remain firm for the duration of the Contract. No adjustments for increased cost of product constituents, or heating fuel shall be considered during the term of the Contract.

**Breach:**

In the event of a breach of any duty existing upon the part of the contractor to be performed as to manner, date, time, and place of delivery, or in the event supplies or products delivered or offered to not meet the minimum standards set forth in the bid offer and agreed to be supplied by contractor, such failure shall constitute a breach of contract. Upon such happening, Jackson County may secure like products or supplies from any other available source and its measure of damage, which contractor agrees to pay, shall be the difference between the contractor's bid price for such supplies or products and the price paid by Jackson County for such replacement.

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## **SUPPLEMENTAL STANDARD SPECIFICATIONS**

The Standard Specifications, as defined in the General Provisions, shall be modified as follows:

### **PART 00100 - GENERAL REQUIREMENTS**

#### **Section 00165 - Quality of Materials**

Bidder's attention is directed to this provision which will be enforced.

#### **Section 00170 - Legal Relations and Responsibilities**

##### **00170.02 Permits, Licenses, and Taxes**

Add the following to the end of this section:

The Contractor's attention is directed to ORS Chapter 541 which pertains to the permit requirements for removal of materials from the bed or banks of any natural waterway in the State of Oregon and to ORS 517.750 through 517.990 which pertains to the permit requirements of the Mined Land Reclamation Act which became law on July 1, 1972.

The Contractor's attention is further directed to the County Zoning Ordinance which may require a conditional use permit for aggregate removal and/or crushing and stockpiling.

The Contractor shall procure all permits and licenses, pay all charges, fees, and taxes, and give all notices necessary and incidental to the due and lawful prosecution of the work.

### **PART 00700 - WEARING SURFACES**

#### **Section 00744 - Asphalt Concrete Pavement (HMAC)**

##### **00744.16 Sampling and Testing**

Bidder's attention is directed to this provision which will be enforced.

##### **00744.43 Hauling, Depositing, and Placing**

Add the following Subsection:

The Contractor shall adjust or modify the HMAC mixture and mixing temperature as required by the Engineer to produce material **suitable for blade patching**. Any change to the HMAC shall be covered by the unit bid price.