



DAN JOHNSON
DIRECTOR

DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT
DEVELOPMENT SERVICES BUILDING
150 BEAVERCREEK ROAD OREGON CITY, OR 97045

June 8, 2023

BCC Agenda Date/Item: _____

Board of County Commissioners
Clackamas County

Approval of a Contract with North Santiam Paving Company for chip rock supply and haul. Total value is \$335,740.00. Funding through County Road Fund. No County General Funds are involved.

Previous Board Action/Review	06/06/23: Request for consent at issues		
Performance Clackamas	This project will provide strong infrastructure and ensure safe communities by maintaining the County’s existing road infrastructure.		
Counsel Review	Yes	Procurement Review	Yes
Contact Person	Jon Sparks	Contact Phone	503-650-3235

EXECUTIVE SUMMARY: This contract will be for supplying and hauling of chip rock. We are requesting approximately 6,000 tons of 3/8” – No.4 chip rock to be delivered to the Barton stockpile site at 19009 SE Barton Park Road, Boring, Oregon, and approximately 1,600 tons of chip rock to be delivered to the ODOT Wilsonville stockpile site near 9101 SW 5th Street, Wilsonville, Oregon. The County has an MOU for the use of the Wilsonville stockpile site. This chip rock material will be used for the Wilsonville and Estacada/Eagle Creek Chip Seal Resurfacing Projects to be completed later this summer.

PROCUREMENT PROCESS: This project was advertised in accordance with ORS and LCRB Rules on May 5, 2023. Bids were publicly opened on May 26, 2023. The County received three (3) bids: Knife River Corporation - Northwest, \$570,240.00, Green Dream International, \$228,900.00, and North Santiam Paving Company, \$335,740.00.

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After review of the bids, North Santiam Paving Company was determined to be the lowest responsive and qualified bidder.

RECOMMENDATION: Staff respectfully recommends that the Board approve this Goods and Services contract with North Santiam Paving Company for supplying and hauling of chip rock for chip seal resurfacing projects.

Respectfully submitted,

Dan Johnson

Dan Johnson
Director of Transportation & Development



CLACKAMAS COUNTY
GOODS AND SERVICES CONTRACT
Contract #7982

This Goods and Services Contract (this "Contract") is entered into between **North Santiam Paving Co.** ("Contractor"), and Clackamas County, a political subdivisions of the State of Oregon ("County") on behalf of Department of Transportation and Development for the purposes of providing Chip Rock for Chip Seal Resurfacing projects.

ARTICLE I.

1. **Effective Date and Duration.** This Contract shall become effective upon signature of both parties and shall remain in effect until **June 30, 2023** or until completion of all obligations provided herein, whichever is later.
2. **Scope of Work.** The Contractor shall provide the goods and services identified in Exhibit A (the "Work"), attached hereto and incorporated by reference herein. Work shall be performed in accordance with a schedule approved by the County.
3. **Consideration.** The County agrees to pay Contractor, from available and authorized funds, a sum not to exceed **Three Hundred Thirty Five Thousand Seven Hundred Forty dollars (\$335,740.00)**, for performing the Work required by this Contract. Consideration rates are on a fixed fee basis in accordance with the rates and costs specified in Exhibit B. If any interim payments to Contractor are made, such payments shall be made only in accordance with the schedule and requirements in Exhibit B.
4. **Invoices and Payments.** Unless otherwise specified, Contractor shall submit monthly invoices for Work performed. Invoices shall describe all Work performed with particularity, by whom it was performed, and shall itemize and explain all expenses for which reimbursement is claimed. Contractor shall present invoices within sixty (60) days after the end of the month in which services were rendered. Payments shall be made to Contractor within thirty (30) days following the County's receipt of invoices submitted by Contractor. Contractor shall not submit invoices for, and the County will not be obligated to pay, any amount in excess of the maximum compensation amount set forth above. If this maximum compensation amount is increased by amendment of this Contract, the amendment must be fully effective before Contractor performs Work subject to the amendment. Payment information will be reported to the Internal Revenue Service ("IRS") under the name and taxpayer ID number submitted. (See I.R.S. 1099 for additional instructions regarding taxpayer ID numbers.) Information not matching IRS records will subject Contractor payments to backup withholding.

Invoices shall reference the above Contract Number and be submitted to: JSparks@clackamas.us

5. **Travel Expense Reimbursement.** Authorized: Yes No
If travel expense reimbursement is authorized in this Contract, such expenses shall only be reimbursed at the rates in the County Contractor Travel Reimbursement Policy, hereby incorporated by reference, in effect at the time of the expense is incurred.
6. **Contract Documents.** This Contract consists of the following documents which are listed in descending order of precedence and are attached and incorporated by reference, this Contract, Exhibit A and Exhibit B.

7. Contractor and County Contacts.

<u>Contractor</u>	<u>County</u>
Administrator: Dylan Bochsler Phone: 503-769-3436 Email: quotes@nspor.com	Administrator: Jon Sparks Phone: Email: JSparks@clackamas.us

ARTICLE II.

- 1. Access to Records.** Contractor shall maintain books, records, documents, and other evidence, in accordance with generally accepted accounting procedures and practices, sufficient to reflect properly all costs of whatever nature claimed to have been incurred and anticipated to be incurred in the performance of this Contract. County and their duly authorized representatives shall have access to the books, documents, papers, and records of Contractor, which are directly pertinent to this Contract for the purpose of making audit, examination, excerpts, and transcripts. Contractor shall maintain such books and records for a minimum of six (6) years, or such longer period as may be required by applicable 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.
- 2. Availability of Funds.** Any continuation or extension of this Contract after the end of the fiscal period in which it is written is contingent on a new appropriation for each succeeding fiscal period sufficient to continue to make payments under this Contract, as determined by the County in its sole administrative discretion.
- 3. Captions.** The captions or headings in this Contract are for convenience only and in no way define, limit, or describe the scope or intent of any provisions of this Contract.
- 4. Compliance with Applicable Law.** Contractor shall comply with all applicable federal, state and local laws, regulations, executive orders, and ordinances, as such may be amended from time to time.
- 5. Governing Law.** This Contract, and all rights, obligations, and disputes arising out of it, shall be governed and construed in accordance with the laws of the State of Oregon and the ordinances of Clackamas County without regard to principles of conflicts of law. Any claim, action, or suit between County and Contractor that arises out of or relates to the performance of this Contract shall be brought and conducted solely and exclusively within the Circuit Court for Clackamas County, for the State of Oregon. Provided, however, that if any such claim, action, or suit may be brought in a federal forum, it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event shall this section be construed as a waiver by the County of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court. Contractor, by execution of this Contract, hereby consents to the personal jurisdiction of the courts referenced in this section.
- 6. Hazard Communication.** Contractor shall notify County prior to using products containing hazardous chemicals to which County employees may be exposed, which includes any hazardous, toxic, or dangerous substance, waste, or material that is the subject of environmental protection legal requirements or that becomes regulated under any applicable local, state or federal law, including but not limited to the items listed in the United States Department of Transportation Hazardous Materials Table (49 CFR §172.101) or designated as hazardous substances by Oregon Administrative Rules, Chapter 437, or the United States Environmental Protection Agency (40 CFR Part 302), and any amendments thereto. Upon County's request, Contractor shall immediately provide Safety Data Sheets for the products subject to this provision.

7. **Responsibility for Damages; Indemnity.** Contractor shall be responsible for all damage to property, injury to persons, and loss, expense, inconvenience, and delay which may be caused by, or result from, any act, omission, or neglect of Contractor, its subcontractors, agents, or employees. The Contractor agrees to indemnify and defend the County, and its officers, elected officials, agents, and employees, from and against all claims, actions, losses, liabilities, including reasonable attorney and accounting fees, and all expenses incidental to the investigation and defense thereof, arising out of or based upon Contractor's acts or omissions in performing under this Contract.

However, neither Contractor nor any attorney engaged by Contractor shall defend the claim in the name of County, purport to act as legal representative of County, or settle any claim on behalf of County, without the approval of the Clackamas County Counsel's Office. County may assume its own defense and settlement at its election and expense.

8. **Independent Contractor Status.** The service(s) to be rendered under this Contract are those of an independent contractor. Although the County reserves the right to determine (and modify) the delivery schedule for the Work to be performed and to evaluate the quality of the completed performance, County cannot and will not control the means or manner of Contractor's performance. Contractor is responsible for determining the appropriate means and manner of performing the Work. Contractor is not to be considered an agent or employee of County for any purpose, including, but not limited to: (A) The Contractor will be solely responsible for payment of any Federal or State taxes required as a result of this Contract; and (B) This Contract is not intended to entitle the Contractor to any benefits generally granted to County employees, including, but not limited to, vacation, holiday and sick leave, other leaves with pay, tenure, medical and dental coverage, life and disability insurance, overtime, Social Security, Workers' Compensation, unemployment compensation, or retirement benefits.

9. **Insurance.** Contractor shall secure at its own expense and keep in effect during the term of the performance under this Contract the insurance required and minimum coverage indicated below. The insurance requirement outlined below do not in any way limit the amount of scope of liability of Contractor under this Contract. Contractor shall provide proof of said insurance and name the County as an additional insured on all required liability policies. Proof of insurance and notice of any material change should be submitted to the following address: Clackamas County Procurement Division, 2051 Kaen Road, Oregon City, OR 97045 or procurement@clackamas.us.

<input checked="" type="checkbox"/> Required - Workers Compensation: Contractor shall comply with the statutory workers' compensation requirements in ORS 656.017, unless exempt under ORS 656.027 or 656.126.
<input checked="" type="checkbox"/> Required - Commercial General Liability: Combined single limit, or the equivalent, of not less than \$1,000,000 per occurrence, with an annual aggregate limit of \$2,000,000 for Bodily Injury and Property Damage.
<input type="checkbox"/> Required - Professional Liability: Combined single limit, or the equivalent, of not less than \$1,000,000 per claim, with an annual aggregate limit of \$2,000,000 for damages caused by error, omission or negligent acts.
<input checked="" type="checkbox"/> Required - Automobile Liability: Combined single limit, or the equivalent, of not less than \$1,000,000 per accident for Bodily Injury and Property Damage.

The policies shall be primary insurance as respects to the County. Any insurance or self-insurance maintained by the County shall be excess and shall not contribute to it. Any obligation that County agree to a waiver of subrogation is hereby stricken.

10. Limitation of Liabilities. This Contract is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10, of the Oregon Constitution, and is contingent upon funds being appropriated therefore. Any provisions herein which would conflict with law are deemed inoperative to that extent. Except for liability arising under or related to Article II, Section 14 or Section 21, neither party shall be liable for (i) any indirect, incidental, consequential or special damages under this Contract or (ii) any damages of any sort arising solely from the termination of this Contract in accordance with its terms.

11. Notices. Except as otherwise provided in this Contract, any required notices between the parties shall be given in writing by personal delivery, email, or mailing the same, to the Contract Administrators identified in Article 1, Section 6. If notice is sent to County, a copy shall also be sent to: Clackamas County Procurement, 2051 Kaen Road, Oregon City, OR 97045, or procurement@clackamas.us. Any communication or notice so addressed and mailed shall be deemed to be given five (5) days after mailing, and immediately upon personal delivery, or within 2 hours after the email is sent during County's normal business hours (Monday – Thursday, 7:00 a.m. to 6:00 p.m.) (as recorded on the device from which the sender sent the email), unless the sender receives an automated message or other indication that the email has not been delivered.

12. Reserved.

13. Representations of Warranties. Contractor represents and warrants the following:

- A. Contractor has the power and authority to enter into and perform this Contract;
- B. This Contract, when executed and delivered, shall be a valid and binding obligation of Contractor enforceable in accordance with its terms;
- C. Contractor shall, at all times during the term of this Contract, be qualified, professionally competent, and duly licensed to perform the Work;
- D. Contractor is an independent contractor as defined in ORS 670.600.

If providing goods, all goods provided by Contractor under this Contract shall meet all standards and specifications set forth in Exhibit A, that the goods shall be merchantable, and shall be fit for County's intended use, described in Exhibit A. As necessary, the County agrees to provide Contractor reasonable access to the goods for purposes of repair or replacement under this warranty. Failure of Contractor to promptly correct problems pursuant to this warranty shall be deemed a material breach of this Contract.

- E. If providing services, the services provided by Contractor under this Contract will be performed in a workmanlike manner and in accordance with the highest professional standards.

The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided.

14. Delivery and Inspections.

A. All deliveries shall be F.O.B. destination with all transportation and handing charges paid by the Contractor, unless specified otherwise in this Contract. Responsibility and liability for loss or damage shall remain with the Contractor until final inspection and acceptance, when responsibility shall pass to the County except as to latent defects, fraud and Contractor's warranty obligations.

B. Goods furnished under this Contract will be subject to inspection and test by the County at times and places determined by the County in its sole discretion. If the County finds the goods furnished to be incomplete or not in compliance with the Contract, the County, in its sole discretion, may either reject the goods, require Contractor to correct any defects without charge, or negotiate with Contractor to sell the goods to the County at a reduced price. If Contractor is unable or refuses to

cure any defects within a time deemed reasonable by the County, the County may reject the goods, terminate the Contract, and pursue any and all rights and remedies available to County at law, in equity, or under this Contract. Nothing in this paragraph shall in any way affect or limit the County's rights as a buyer, including the rights and remedies relating to rejection under ORS 72.6020 and revocation of acceptance under ORS 72.6080.

15. **Survival** All rights and obligations shall cease upon termination or expiration of this Contract, except for the rights and obligations set forth in Article II, Sections 1, 5, 6, 7, 10, 12, 13, 15, 16, 17, 18, 21, 22, 23, 27, and 30, and all other terms and conditions which by their context are intended to survive termination of this Contract.
16. **Severability.** If any term or provision of this Contract is declared by a court of competent jurisdiction 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 term or provision held to be invalid.
17. **Subcontractors and Assignments.** Contractor shall not enter into any subcontracts for any of the work required by this Contract, or assign or transfer any of its interest in this Contract by operation of law or otherwise, without obtaining prior written approval from the County. In addition to any provisions the County may require, Contractor shall include in any permitted subcontract under this Contract a requirement that the subcontractor be bound by this section and Article II, Sections 1, 7, 8, 13, 22, and 31, as if the subcontractor were the Contractor. County's consent to any subcontract shall not relieve Contractor of any of its duties or obligations under this Contract.
18. **Successors in Interest.** The provisions of this Contract shall be binding upon and shall inure to the benefit of the parties hereto, and their respective authorized successors and assigns.
19. **Tax Compliance and Certifications.** The Contractor shall comply with all federal, state and local laws, regulation, executive orders and ordinances applicable to this Contract. Contractor represents and warrants that it has complied, and will continue to comply throughout the duration of this Contract and any extensions, with all tax laws of this state or any political subdivision of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318. Any violation of this section shall constitute a material breach of this Contract and shall entitle County to terminate this Contract, to pursue and recover any and all damages that arise from the breach and the termination of this Contract, and to pursue any or all of the remedies available under this Contract or applicable law.
20. **Termination.** This Contract may be terminated for the following reasons: (A) by mutual agreement of the parties or by the County (i) for convenience upon thirty (30) days written notice to Contractor, or (ii) at any time the County fails to receive funding, appropriations, or other expenditure authority as solely determined by the County; or (B) if contractor breaches any Contract provision or is declared insolvent, County may terminate after thirty (30) days written notice with an opportunity to cure.

Upon receipt of written notice of termination from the County, Contractor shall immediately stop performance of the Work. Upon termination of this Contract, Contractor shall deliver to County all documents, Work Product, information, works-in-progress and other property that are or would be deliverables had the Contract Work been completed. Upon County's request, Contractor shall surrender to anyone County designates, all documents, research, objects or other tangible things needed to complete the Work.

21. **Remedies.** If terminated by the County due to a breach by the Contractor, then the County shall have any remedy available to it at law, in equity, or under this Contract including, but not limited to, any remedy available under ORS Chapter 72. If this Contract is terminated for any other reason,

Contractor's sole remedy is payment for the goods and services delivered and accepted by the County, less any setoff to which the County is entitled.

22. **No Attorney Fees.** In the event any arbitration, action or proceeding, including any bankruptcy proceeding, is instituted to enforce any term of this Contract, each party shall be responsible for its own attorneys' fees and expenses.
23. **No Third Party Beneficiaries.** County and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Contract.
24. **Time is of the Essence.** Contractor agrees that time is of the essence in the performance of this Contract.
25. **Foreign Contractor.** If the Contractor is not domiciled in or registered to do business in the State of Oregon, Contractor shall promptly provide to the Oregon Department of Revenue and the Secretary of State, Corporate Division, all information required by those agencies relative to this Contract. The Contractor shall demonstrate its legal capacity to perform these services in the State of Oregon prior to entering into this Contract.
26. **Force Majeure.** Neither County nor Contractor shall be held responsible for delay or default caused by fire, terrorism, riot, acts of God, or war where such cause was beyond, respectively, County's or Contractor's reasonable control. Contractor shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and shall upon the cessation of the cause, diligently pursue performance of its obligations under this Contract.
27. **Waiver.** The failure of County to enforce any provision of this Contract shall not constitute a waiver by County of that or any other provision.
28. **Public Contracting Requirements.** Pursuant to the public contracting requirements contained in Oregon Revised Statutes ("ORS") Chapter 279B.220 through 279B.235, Contractor shall:
 - a. Make payments promptly, as due, to all persons supplying to Contractor labor or materials for the prosecution of the work provided for in the Contract.
 - b. Pay all contributions or amounts due the Industrial Accident Fund from such Contractor or subcontractor incurred in the performance of the Contract.
 - c. Not permit any lien or claim to be filed or prosecuted against County on account of any labor or material furnished.
 - d. Pay the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.
 - e. As applicable, the Contractor shall pay employees for work in accordance with ORS 279B.235, which is incorporated herein by this reference. The Contractor shall comply with the prohibitions set forth in ORS 652.220, compliance of which is a material element of this Contract, and failure to comply is a breach entitling County to terminate this Contract for cause.
 - f. If the Work involves lawn and landscape maintenance, Contractor shall salvage, recycle, compost, or mulch yard waste material at an approved site, if feasible and cost effective.
29. **Cooperative Contracting.** Pursuant to ORS 279A.200 to 279A.225, other public agencies may use this Contract resulting from a competitive procurement process unless the Contractor expressly noted in their proposal/quote that the prices and services are available to the County only. The condition of such use by other agencies is that any such agency must make and pursue contact, purchase order,


delivery arrangements, and all contractual remedies directly with Contractor; the County accepts no responsibility for performance by either the Contractor or such other agency using this Contract. With such condition, the County consents to such use by any other public agency.

- 30. Merger.** This Contract constitutes the entire agreement between the parties with respect to the subject matter referenced herein. There are no understanding, agreements, or representations, oral or written, not specified herein regarding this Contract. Contractor, by the signature hereto of its authorized representative, acknowledges having read and understood this contract and Contractor agrees to be bound by its terms and conditions.
- 31. Execution and Counterparts.** This Contract may be executed in several counterparts (electronic or otherwise), each of which shall be an original, all of which shall constitute the same instrument.
- 32. Amendment.** This Contract may only be modified in writing signed by the parties.

By their signatures below, the parties to this Contract agree to the terms, conditions, and content expressed herein.

North Santiam Paving Co.
P.O. Box 516
Stayton, Oregon 97383

Clackamas County

 MAY 23, 2023
Authorized Signature Date

Chair Date

RONALD R BOCHSLER
Name / Title (Printed)

Recording Secretary

104940-11
Oregon Business Registry #

APPROVED AS TO FORM

DBC/Oregon
Entity Type / State of Formation

 05/24/2023
County Counsel Date

EXHIBIT A
ITB# 2023-28
3/8" - No. 4 Chip Rock for Chip Seal Resurfacing projects
ISSUE DATE: April 5, 2023



INVITATION TO BID

ITB # 2023-28

3/8" - No. 4 Chip Rock for Chip Seal Resurfacing projects

ISSUE DATE: April 5, 2023

**Tralee Whitley
Procurement Analyst**

BID DUE DATE AND TIME

April 26, 2023 (2:00 PM, PST)

SUBMITTAL LOCATION:

Clackamas County Procurement Division

<https://bidlocker.us/a/clackamascounty/BidLocker>

1.0 GENERAL

1.01 SCHEDULE OF EVENTS:

Invitation to Bid Issue Date.....	April 5, 2023
Protest of Specifications Deadline	April 12, 2023
Request for Clarification or Change Deadline	April 19, 2023
Bid Due Date and Time.....	April 26 2023
Deadline for Protest of Award	7 calendar days after date on Notice of Award letter

This Schedule of Events is subject to change. Any changes will be made through the issuance of Written Addenda.

1.02 ISSUING OFFICE:

Bidding Documents can be downloaded from OregonBuys at the following address:
<https://oregonbuys.gov/bsv/view/login/login.xhtml> Document No. S-C01010-00006411. Prospective Bidders will need to sign in to download the information and that information will be accumulated for a Plan Holder's List. Prospective Bidders are responsible for obtaining any Addenda from Website listed above.

The Procurement Division of Clackamas County ("County") is the issuing office and is the sole point of contact for this Invitation to Bid ("ITB"). All questions regarding this ITB should be directed to the Administrative Contact person identified below:

Name: Tralee Whitley
Title: Procurement analyst
Email: Twhitley@clackamas.us

1.03 DEFINITIONS

As used in this ITB, the terms set forth below are defined as follows:

1. "Addenda" means an addition to, deletion from, a material change in, or general interest explanation of the ITB.
2. "Exhibits" means those documents which are attached to and incorporated as part of the ITB.
3. "Bid" means an offer, binding on the Bidder and submitted in response to an Invitation to Bid.
4. "Bidder" means an entity that submits a Bid in response to an ITB.
5. "Bid Due Date and Time" means the date and time specified in the ITB as the deadline for submitting Bids.
6. "Invitation to Bid" or "ITB" means a Solicitation Document for the solicitation of competitive, Written, signed and sealed Bids in which Specifications, price, and delivery (or project completion) are the predominant award criteria.
7. "LCRBR" means the Clackamas County Local Contract Review Board Rules found at: <https://www.clackamas.us/code>
8. "Responsible" means an entity that demonstrates their ability to perform satisfactorily under a contract by meeting the applicable standards of responsibility outlined in LCRBR C-047-0500.
9. "Responsive" means a Bid that has substantially complied in all material respects with the criteria outlined in the ITB.
10. "Written or Writing" means letters, characters, and symbols inscribed on paper by hand, print, type, or other method of impression intended to represent or convey particular ideas or meanings.

2.0 INTRODUCTION AND BACKGROUND

2.01 INTRODUCTION:

The Transportation Maintenance Department is in need of developing a chip rock supply and haul contract for total of approximately 7,600 tons of 3/8" – No.4 chip rock. The rock is to be delivered to the Barton stockpile site at 19009 SE Barton Park Road, Boring, Oregon, and the ODOT Wilsonville stockpile site near 9101 SW 5th Street, Wilsonville, Oregon, for 2023 Chip Seal Resurfacing projects. Successful bidder to provide mechanical equipment to maintain single standard stockpile for each location.

3.0 SPECIFICATIONS / STATEMENT OF WORK

3.01 REQUIRED SPECIFICATIONS:

In order to qualify as a Responsive Bidder, the Bid needs to meet the required specifications per Exhibit A, attached and hereby incorporated by reference.

3.02 TERMS AND CONDITIONS:

Sample Contract: Submission of a Proposal in response to this ITB indicates Proposer's willingness to enter into a contract containing substantially the same terms (including insurance requirements) of the sample contract identified below. No action or response to the sample contract is required under this ITB. This ITB and all supplemental information in response to this ITB will be a binding part of the final contract.

The applicable **Sample Goods and Services** Contract.

The following insurance requirements will be applicable.

- Professional Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per occurrence, with an annual aggregate limit of \$2,000,000 for damages caused by error, omission or negligent acts.
- Commercial General Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per occurrence, with an annual aggregate limit of \$2,000,000 for Bodily Injury and Property Damage.
- Automobile Liability: combined single limit, or the equivalent, of not less than \$500,000 per occurrence for Bodily Injury and Property Damage.

4.0 BIDDER QUALIFICATIONS

4.01 MINIMUM QUALIFICATIONS:

In order to qualify as a Responsive Bidder, the Bidder needs to meet the minimum qualifications below: To be eligible for award under this Invitation to Bid, bidders (prime contractors) must submit a prequalification application (either ODOT or County) to the County at least two business days prior to the Bid Closing. County will reject bids from bidders who are not prequalified for the class of work indicated prior to the Bid Closing. **Rock Production (AC)**

5.0 REQUIRED SUBMITTALS

5.01 SUBMISSION OF BID AND QUANTITY:

Bids will only be accepted electronically thru a secure online bid submission service, **Bid Locker**. *Email submissions to Clackamas County email addresses will no longer be accepted.*

- A. Completed proposal documents must arrive electronically via Bid Locker located at <https://bidlocker.us/a/clackamascountry/BidLocker>.

- B. Bid Locker will electronically document the date and time of all submissions. Completed documents must arrive by the deadline indicated in Section 1 or as modified by Addendum. LATE PROPOSALS WILL NOT BE ACCEPTED.
- C. Proposers must register and create a profile for their business with Bid Locker in order to submit for this project. It is free to register for Bid Locker.
- D. Proposers with further questions concerning Bid Locker may review the Vendor's Guide located at <https://www.clackamas.us/how-to-bid-on-county-projects>.

5.02 **REQUIRED SUBMITTALS:**

It is the Bidder's sole responsibility to submit information in fulfillment of the requirements of this ITB. If pertinent information or required submittals are not included within the Bid, it may cause the Bid to be rejected.

Bidders should submit the following information:

- Copy of ODOT or County Pre-qualification detailed in Section 4.
- Exhibit B, Certifications, fully completed.
- Exhibit C, Bid Price Form, fully completed.

6.0 EVALUATION AND AWARD

6.01 **EVALUATION:**

Bids will be evaluated to determine the lowest Responsive Responsible Bidder based upon the ITB, Exhibits and Addenda. County may engage in any of the processes identified in the applicable LCRBR to determine the Contract award.

6.02 **BEST AND FINAL OFFER:**

In accordance with LCRBR C-047-0261, the County may request best and final offers from those Bidders determined by County to be reasonably viable for contract award. However, County reserves the right to award a contract on the basis of initial bid received. Therefore, each bid should contain the Bidder's best terms from a price and technical standpoint. Following evaluation of the best and final offers, County may select for final contract negotiations/execution the offers that are most advantageous to County, considering cost and the evaluation criteria in this ITB.

6.03 **INTERGOVERNMENTAL COOPERATIVE PROCUREMENT STATEMENT:**

Pursuant to ORS 279A and LCRBR, other public agencies shall have the ability to purchase the awarded goods and services from the awarded contractor(s) under terms and conditions of the resultant contract. Any such purchases shall be between the contractor and the participating public agency and shall not impact the contractor's obligation to County. Any estimated purchase volumes listed herein do not include other public agencies and County makes no guarantee as to their participation. Any proposer, by written notification included with their proposal, may decline to extend the prices and terms of this solicitation to any and/or all other public agencies. County grants to any and all public serving governmental agencies, authorization to purchase equivalent services or products described herein at the same submitted unit bid price, but only with the consent of the contractor awarded the contract by the County.

6.04 **INVESTIGATION OF REFERENCES:**

County reserves the right to investigate and to consider the references and the past performance of any Bidder with respect to such things as its performance or provision of similar goods or services, compliance with specifications and contractual obligations, and its lawful payment of suppliers, subcontractors, and workers. County further reserves the right to consider past performance, historical information and facts, whether gained from the Bid, interviews, references, County or any other source.

County may postpone the award or execution of the Contract after the announcement of the notice of intent to award in order to complete its investigation.

7.0 INSTRUCTIONS TO BIDDERS

7.01 APPLICABLE STATUTES AND RULES:

This ITB is subject to the applicable provisions and requirements of the Oregon Revised Statutes, and the LCRBR.

7.02 MANUFACTURER'S NAMES AND APPROVED EQUIVALENT:

Unless qualified by the provision "NO SUBSTITUTE" any manufacturers' names, trade name, brand names, information and/or catalogue numbers listed in a specification are for information and not intended to limit competition. Bidders may offer any brand for which they are an authorized representative, which meets or exceeds the specification for any item(s). If Bids are based on equivalent products, indicate in the Bid form the manufacturers' name and number. Bidders shall submit with their Bid, sketches, and descriptive literature, and/or complete specifications. Reference to literature submitted with a previous Bid will not satisfy this provision. Bidders shall also explain in detail the reason(s) why the proposed equivalent will meet the specifications and not be considered an exception thereto. Bids, which do not comply with these requirements, are subject to rejection. Bids lacking any written indication of intent to provide an alternate brand will be received and considered in complete compliance with the specification as listed in the ITB.

7.03 REQUEST FOR CLARIFICATION OR CHANGE:

Requests for clarification or change of the ITB must be in Writing and received by the issuing office no later than the Request for Clarification or Change Deadline as specified in the Schedule of Events. Such requests for clarification or change must include the reason for the Bidder's request. County Tech will consider all timely requests and, if acceptable to County, amend the ITB by issuing an Addendum. An Addendum will be posted on OregonBuys. Envelopes or e-mails containing requests should be clearly marked as a Request for Clarification or Change and include the ITB Number and Title.

7.04 PROTESTS OF THE BID/SPECIFICATIONS:

Protests must be in accordance with LCRBR C-047-0730. Protests of Specifications must be received in writing on or before 5:00 p.m. (Pacific Time), on the date indicated in the Schedule of Events, or within three (3) business days of issuance of any addendum, at the Procurement Services Division address listed in Section 1 of this ITB. Protests may not be faxed. Protests of the ITB specifications must include the reason for the protest and any proposed changes to the requirements.

7.05 ADDENDA:

If any part of this ITB is changed, an addendum will be provided to Proposers that have provided an address to the Procurement Division for this procurement. It shall be Proposers responsibility to regularly check projects OregonBuys listing for any published Addenda or response to clarifying questions.

7.06 PREPARING AND SIGNATURE:

All Required Submittals must be Written and signed by an authorized representative with authority to bind the Bidder. Signature certifies that the Bidder has read, fully understands, and agrees to be bound by the ITB and all Exhibits and Addenda to the ITB.

7.07 PUBLIC RECORD:

Upon completion of the ITB process, information in your Bid will become subject records under the Oregon Public Records Law. Only those items considered a “trade secret” under ORS 192.501(2), may be exempt from disclosure. If a Bid contains what the Bidder considers a “trade secret” the Bidder must mark each sheet of information as such. Only bona fide trade secrets may be exempt and only if public interest does not require disclosure.

7.08 MODIFICATION:

Prior to submittal, Bidders should initial modifications or erasures in ink by the person signing the Bid. After submittal but prior to the Bid Due Date and Time, Bids may be modified by submitting a Written notice indicating the modifications and a statement that the modification amends and supersedes the prior Bid. After the Bid Due Date and Time, Bidders may not modify their Bid.

7.09 WITHDRAWALS:

A Bidder may withdraw their Bid by submitting a Written notice to the issuing office identified in this ITB prior to the Bid Due Date and Time. The Written notice must be on the Bidder’s letterhead and signed by an authorized representative of the Bidder. The Bidder, or authorized representative of the Bidder, may also withdraw their Bid in person prior to the Bid Due Date and Time, upon presentation of appropriate identification and evidence of authority to withdraw the Bid satisfactory to County.

7.10 LATE SUBMITTALS:

Bids and Written notices of modification or withdrawal must be received no later than the Bid Due Date and Time. County may not accept or consider late Bids, modifications, or withdrawals except as permitted in LCRBR C-047-0330(6).

7.11 BID OPENING:

Bids will be opened immediately following the Bid Due Date and Time at the Submittal Location. Bidder may attend the Bid opening. Only the names of the Bidders submitting Bids and base bid price will be announced. No other information regarding the content of the Bids will be available. The base bid results will be posted to OregonBuys.

7.12 BIDS ARE OFFERS:

The Bid is the Bidder’s offer to enter into a contract pursuant to the terms and conditions specified in the ITB, its Exhibits, and Addenda. The offer is binding on the Bidder for one hundred twenty (120) days. County’s award of the Contract constitutes acceptance of the offer and binds the Bidder. The Bid must be a complete offer and fully Responsive to the ITB.

7.13 CONTINGENT BIDS:

Bidder shall not make its Bid contingent upon County’s acceptance of specifications or contract terms that conflict with or are in addition to those in the ITB, its Exhibits, or Addenda.

7.14 RIGHT TO REJECT:

County may reject, in whole or in part, any Bid not in compliance with the ITB, Exhibits, or Addenda, if upon County’s Written finding that it is in the public interest to do so. County may reject all Bids for good cause, if upon County’s Written finding that it is in the public interest to do so. Notification of rejection of all Bids, along with the good cause justification and finding of public interest, will be sent to all who submitted a Bid.

7.15 AWARDS:

County reserves the right to make award(s) by individual item, group of items, all or none, or any combination thereof. County reserves the right to delete any item from the award when deemed to be in the best interest of County.

- 7.16 LEGAL SUFFICIENCY REVIEW:
Prior to execution of any Contract resulting from this ITB, the Contract may be reviewed for legal sufficiency by a qualified attorney for County pursuant to the applicable Oregon Revised Statutes and County Policy. Legal sufficiency review may result in changes to the terms and conditions specified in the ITB, Exhibits, and Addenda.
- 7.17 BID RESULTS:
A notice of intent to award containing the Bid results will be issued to all Bidders and posted to OregonBuys. The Bid file will be available for Bidder's review during the protest period at the Procurement Division. Bidders must make an appointment with the issuing office to view the Bid file. After the protest period, the file will be available by making a Public Records Request to County through the Procurement Division.
- 7.18 BID PREPARATION COST:
County is not liable for costs incurred by the Bidder during the ITB process.
- 7.19 BID CANCELLATION:
If an ITB is cancelled prior to the Bid Due Date and Time, all Bids that may have already been received will be returned to the Bidders. If an ITB is cancelled after the Bid Due Date and Time or all Bids are rejected, the Bids received will be retained and become part of County's permanent Bid file.
- 7.20 COLLUSION:
By responding, the Proposer states that the proposal is not made in connection with any competing Proposer submitting a separate response to the ITB, and is in all aspects fair and without collusion or fraud. Proposer also certifies that no officer, agent, elected official, or employee of County has a pecuniary interest in this Proposal.
- 7.21 NONDISCRIMINATION:
The successful proposer agrees that, in performing the work called for by this ITB and in securing and supplying materials, contractor will not discriminate against any person on the basis of race, color, religious creed, political ideas, sex, age, marital status, sexual orientation, gender identity, veteran status, physical or mental handicap, national origin or ancestry, or any other class protected by applicable law.
- 7.22 PROTEST OF CONTRACTOR SELECTION, CONTRACT AWARD:
An eligible Bidder who feels adversely affected or aggrieved may submit a protest within seven (7) calendar days after County issues a notice of intent to award a Contract. The protest must be clearly identified as a protest, identify the type and nature of the protest, and include the ITB number and title. The rules governing protests are at LCRBR C-047-0740.

EXHIBIT A REQUIRED SPECIFICATIONS
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**SPECIFICATIONS FOR
SUPPLYING AND HAULING OF CRUSHED, UNCOATED ROCK FOR CHIP
SEAL 2023**

WORK TO BE DONE

The work to be done under this Contract for the Supplying and Hauling of Crushed, Uncoated Rock for Chip Seal 2023 project consists of the following:

Furnish and deliver aggregate materials for chip seal rock according to the following schedule:

- A total of 6,000 tons of 3/8" – No. 4 uncoated crushed chip seal rock to Barton Stockpile
- A total of 1,600 tons of 3/8" – No. 4 uncoated crushed chip seal rock to Wilsonville Stockpile
- See attached map (Figure 1) for location details.

CONTRACT TIME

The Contractor shall complete all Work to be done under the Contract not later than June 30, 2023.

CLASS OF WORK

The Class of Work for this Project is Rock Production.

SECTION 00710 – UNCOATED ASPHALT CHIP SEAL AGGREGATE

Description

00710.00 Scope – This Work consists of furnishing and delivering graded Uncoated Asphalt Chip Seal Aggregate.

Materials

00710.10 Aggregates – Furnish Aggregate meeting the following requirements:

(a) Size Designation – Provide the size of the Uncoated Asphalt Chip Seal Aggregate according to the following:

Chip Seal Design	Size of Screenings
Graded Medium	3/8" - No. 4

(b) Fractured Faces - Provide Aggregates consisting of broken stone, crushed gravel or a combination of both. Crush Aggregate such that at least 90 percent by weight of the total Aggregate retained on the No. 8 and larger sieves is fractured on two faces, as determined according to AASHTO T 335.

(c) Grading – Perform sieve analysis according to AASHTO T 27 and AASHTO T 11. Provide grading for the designated Uncoated Asphalt Chip Seal Aggregate according to the following:

<u>SIEVE SIZE</u>	Graded Medium 3/8" – No. 4 Percent Passing (by Weight)
3/4-inch	100
1/2-inch	100
3/8-inch	80 – 100
1/4-inch	10 – 40
No. 4	---
No. 8	0 – 6
No. 30	0 – 2
No. 200 (wet)	0 – 2.0
No. 200 (wet in gravels)	0 – 1.0

(d) Unit Weight of Aggregate - Provide Aggregate with a minimum unit weight of 90 pounds per cubic foot according to AASHTO T 19.

(e) Soundness - Provide coarse and fine Aggregate with a weighted loss not exceeding 12 percent when subjected to five cycles of the soundness test using sodium sulfate solution according to AASHTO T 104.

(f) Durability - Provide Aggregates meeting the following durability requirements:

Test	Test Method		Maximum Values
	ODOT	AASHTO	
Abrasion		T 96	30.0%
Degradation (coarse Aggregate) Passing No. 20 Sieve	TM 208		30.0%
Sediment Height	TM 208		3.0"

(g) **Harmful Substances** - Provide Aggregates meeting the following harmful substances requirements:

Test	Test Method		Limits
	ODOT	AASHTO	
Lightweight Pieces		T 113	1.0% maximum
Wood Particles	TM 225		0.1% maximum
Elongated Pieces (coarse Aggregate at a ratio of 5:1)	TM 229		10.0% maximum
Cleanness Value	TM 227		75 minimum

(h) **Taking Aggregates from Agency Stockpiles** - When it is specified that Aggregates are to be taken from Agency-controlled stockpiles, take the material in an orderly manner. Do not contaminate the materials. Salvage all material possible from the area which the material is taken. Shape unused portions of a stockpile to Neat Lines. The Contractor will be charged for materials wasted through negligence or used without authority.

(i) **Stockpiling Contractor Furnished Aggregates on Agency Property** – Aggregates shall be deposited at approved sites on Agency property in the locations and amounts listed in the Contract. The stockpile sites for this contract will be prepared for use by Agency forces. All labor and equipment required for the construction of the stockpiles shall be furnished by the Agency.

The haul to any stockpile shall not be initiated unless a minimum of 300 tons per day is to be hauled.

(j) **Aggregate Cleanness** - Crushed aggregate shall be clean and meeting requirements outlined in 00710.10(g). Unless all dirt, dust, clay, and other objectionable material is completely removed by dry screening, the aggregate shall be made clean by washing and/or by other means suitable to the Agency.

00710.15 Aggregate Production Quality Control - Provide quality control during production of Aggregate. Sampling and Testing shall be performed by a CAgT at the minimum frequency schedule in the MFTP.

(a) **Quality Control Compliance** - Evaluate Aggregates for compliance according to the following:

- (1) **Gradation** - The Engineer will reject any stockpile of Aggregate containing non- specification material unless the non-specification material is removed from the stockpile.
- (2) **Other Tests** - Stop production, make appropriate operational adjustments, and remove all failing material from the stockpile whenever a quality control test result, other than sieve analysis, does not meet Specifications. Document operational adjustments made and notify the Engineer prior to resuming production.
- (3) **Preproduced Aggregate** - Compliance of Aggregates produced and stockpiled before the Award of this Contract will be determined by either of the following:

- Continuing production records meeting the requirements of 00710.10 and 00710.15.
 - Sampling according to AASHTO R 90 and testing the entire stockpile at the minimum frequency schedule in the MFTP. The material shall meet the requirements of 00710.10 and 00710.15.
- (b) **Materials on Hand** - Payment for stockpiled materials on hand may be allowed subject to meeting the requirements of 00710.10 and 00710.15.

00710.16 Acceptance of Aggregate - The Contractors quality control tests will be used for acceptance of Aggregates if verified by the Agency's quality assurance program. Aggregate production quality assurance will be at the discretion of the Agency.

Equipment

00710.20 Rock Crusher – Furnish rock crushers capable of producing Rock meeting the Specifications. Use an impact crusher of sufficient size and capable of producing Aggregate in cubical form, free from sharp points or slivers.

00710.21 Hauling Equipment – Provide vehicles for hauling uncoated chip seal Aggregate capable of discharging the materials without segregation. Haul vehicles shall be clean and free of dry or cold asphalt mix that may be dislodged and contaminate the stockpile with clumps that will not pass through spreading equipment. Excessive clumping may require re-screening of the product prior to acceptance.

Labor

00710.30 Quality Control Personnel - Provide a technician having a CAgT technical certification.

Measurement

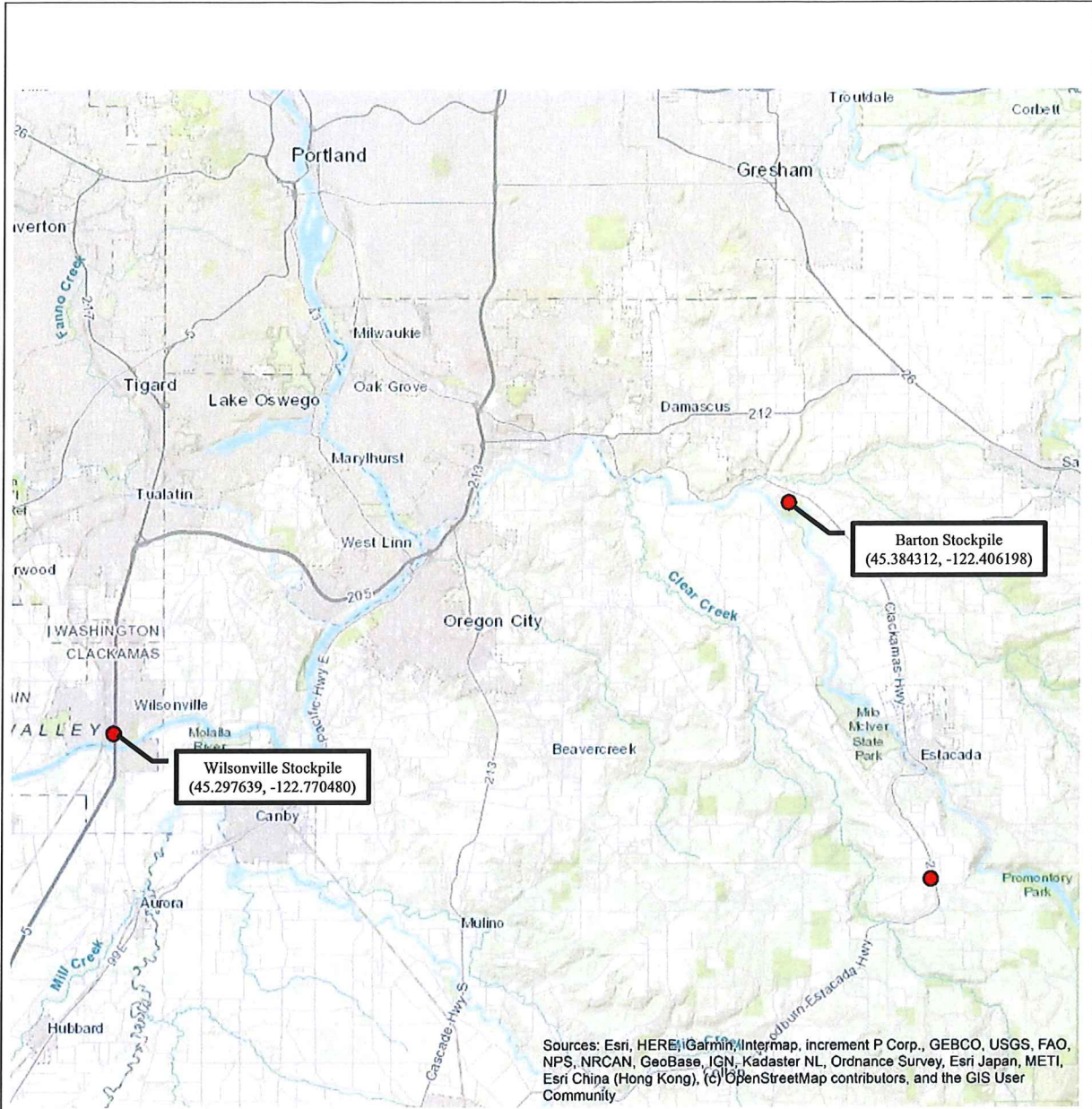
00710.80 Measurement – The quantities of Aggregate will be measured on the weight basis in the hauling vehicle. Measurements shall be obtained using certified scales.

Payment

00710.90 Payment – The accepted quantities of Work performed under this Section will be paid for at the Contract unit price, per unit of measurement, for the following items:

Pay Item	Unit of Measurement
(a) Uncoated Asphalt Chip Seal Aggregate	Ton

Payment will be payment in full for furnishing and delivering all Materials, and for furnishing all Equipment, labor, and Incidentals necessary to complete the Work as specified.



LEGEND

● Stockpile Location



CHIPSEAL ROCK 2023
STOCKPILE LOCATIONS

FIGURE 1



EXHIBIT B - CERTIFICATIONS
ITB #2023-28

By signature on this certification the undersigned certifies that they are authorized to act on behalf of the Bidder and that under penalty of perjury the undersigned will comply with the following:

SECTION I. OREGON TAX LAWS

The undersigned hereby certifies under penalty of perjury that the undersigned is authorized to act on behalf of Bidder and that Bidder 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 a state tax imposed by ORS 320.005 to 320.150 and 403.200 to 403.250 and ORS chapters 118, 314, 316, 317, 318, 321 and 323 and the elderly rental assistance program under ORS 310.630 to 310.706 and local taxes administered by the Department of Revenue under ORS 305.620.

SECTION II. AFFIRMATIVE ACTION

The undersigned hereby certifies that they have not discriminated against Minority, Women or Emerging Small Business Enterprises in obtaining any required subcontracts, pursuant to ORS 279A110.

SECTION III. COMPLIANCE WITH SOLICITATION

The undersigned agrees and certifies that they:

1. Have read, fully understands and agrees to be bound by the Invitation to Bid and all Exhibits and Addenda to the Invitation to Bid;
2. Are an authorized representative of the Bidder, that the information provided is true and accurate, and that providing incorrect or incomplete information may be cause for rejection of the Bid or Contract termination;
3. Will use recyclable products, unless prohibited in this ITB, to the maximum extent economically feasible in the performance of a contract if awarded.
4. Will furnish the designated item(s) and/or service(s) in accordance with the Invitation to Bid and the Contract; and

Resident Bidder, as defined in ORS 279A.120: Oregon Business Registry #: 104940-11
 Non-Resident Bidder, Resident State: _____

Company Legal Business Name (No DBA/ABN): North Santiam Paving Co.

Authorized Signature:  Date: April 26, 2023

Name (Type or Print): Dylan J. Bochsler Telephone: (503) 769-3436

Title: Treasurer Email: quotes@nspor.com

Address, City, State, Zip: PO Box 516, Stayton, OR 97383 (41203 Kingston-Lyons Dr, Stayton)

Oregon CCB# (if applicable): 53247

Business Designation (check one):

Corporation Partnership LLC Sole Proprietorship Non-Profit
 Minority Owned Women Owned Emerging Small Business

Oregon MWESB Certification Number: n/a

Self-Identified Minority, Women or Emerging Small Business: Yes No

EXHIBIT C - BID PRICE FORM
ITB #2023-28

Bid pricing response must be FOB Destination and include all taxes, tariffs, and delivery costs. Vendor needs to contact County at (503) 964-4522 with minimum 7 days' notice before delivery. Each area will have a designated stockpile location and will be available during normal working hours 7am to 5 pm Monday-Friday.

ITB:2023-28

Date:

Spec #	Item Description	Unit	Quantity	Unit Price	Amount
IG SURFACES					
00710	3/8"-No. 4 UNCOATED CRUSHED CHIP SEAL ROCK - BARTON STOCKPILE SITE	TON	6,000		
00710	3/8"-No.4 UNCOATED CRUSHED CHIP SEAL ROCK - WILSONVILLE STOCKPILE SITE	TON	1,600		

FOR THE TOTAL PRICE: \$

Delivery Time after Receipt of Purchase Order:

Company: _____

Address, City, State, Zip: _____

Contact Name: Telephone: _____

Contact Title: _____ Email: _____

By: _____ Title: _____
(Authorized Signature)

EXHIBIT B
CONTRACTOR'S QUOTE

EXHIBIT C - BID PRICE FORM
ITB #2023-28

Bid pricing response must be FOB Destination and include all taxes, tariffs, and delivery costs. Vendor needs to contact County at (503) 964-4522 with minimum 7 days' notice before delivery. Each area will have a designated stockpile location and will be available during normal working hours 7am to 5 pm Monday-Friday.

ITB:2023-28

Date: April 26, 2023

Spec #	Item Description	Unit	Quantity	Unit Price	Amount
IG SURFACES					
00710	3/8"-No. 4 UNCOATED CRUSHED CHIP SEAL ROCK - BARTON STOCKPILE SITE	TON	6,000	45.65	273,900.00
00710	3/8"-No.4 UNCOATED CRUSHED CHIP SEAL ROCK - WILSONVILLE STOCKPILE SITE	TON	1,600	38.65	61,840.00

FOR THE TOTAL PRICE: \$ 335,740.00


Delivery Time after Receipt of Purchase Order:

Company: North Santiam Paving Co.

Address, City, State, Zip: PO Box 516, Stayton, OR 97383

Contact Name: Telephone: (503) 769-3436

Contact Title: Pete Sipos, VP/GM Email: quotes@nspor.com

By:  Title: Dylan J. Bochsler, Treasurer
 (Authorized Signature) Pete Sipos
DYLAN BOCHSLER