



INVITATION TO BID

**SUB-BASE PREP, HAUL AND PLACE
HOT MIX ASPHALT**

SPRING/SUMMER 2023

BIDS DUE:

Thursday March 2nd. 2023 – 3:00pm P.S.T.

Morrow County Public Works

P. O. Box 428

365 West Highway 74

Lexington, Oregon 97839

ATTN: Sandi Pointer - spointer@co.morrow.or.us

THIS IS AN INVITATION TO BID TO PROVIDE SUB-BASE PREP, HAUL AND PLACE HOT MIX ON A SECTION OF HOMESTEAD LANE IN BOARDMAN, OR.

INSTRUCTIONS TO PROPOSERS:

IP-1 Time and Place for Receiving Bids

- A. Bids for the herein described materials and services will be received by Morrow County Public Works on or before Thursday March 2nd. 2023, 3:00 p.m., P.S.T. at the Morrow County Public Works office 365 West Highway 74 Lexington, OR. 97839 in person or via UPS or Fed-Ex.
- B. Bids must be in a sealed envelope marked "Paving ITB".
- C. Bids will be opened Thursday March 2nd. 2023, 3:00 p.m., P.S.T. at the Morrow County Public Works Office, 365 West Highway 74 Lexington, Oregon.
- D. A pre-offer conference will not be held.

IP-2 Scope of Work and Materials

- A. Contractor shall haul and place Hot Mix Asphalt for Morrow County Public Works on Homestead Lane between Pole Line and the Dairy entrance to the east. Paved surface shall be 2 – 2" lifts compacted to achieve a total of a 4" depth. Width shall be 25' from the west asphalt joint to the leading edge of the intersection phase of the project (see attached intersection detail). The length is approximately 4590 ft. from the asphalt joint to the intersection phase of the project. The intersection portion is approximately 16,600 sq. ft.
- B. Contractor shall use Hot Mix Asphalt as described below.
 - a. ½" 64-22 ACP Level 3
 - b. ½" 64-22 ACP Level 3 shall meet Oregon Department of Transportation (ODOT) Specifications, section 00744
- C. Morrow County estimates quantities of Hot Mix Asphalt at 3,300 tons.
- D. Contractor will provide traffic control as described in the Oregon temporary traffic control handbook.
- E. Morrow County designates 8th Street Pit in Irrigon for dumping of any grubbing materials or any materials needing removed during the sub-base and paving phases of the project. Contractor is responsible for loading and transport of all materials.
- F. Sub-base shall be prepped for paving as detailed in the attached Typical Gravel Cross Section. A water truck and construction roller shall be used for compaction.
- G. Contractor will supply crushed aggregate for the Sub-base phase of the project.
- H. Morrow County will supply and apply soil stabilization to the prepared road bed.
- I. Contractor will mill and prepare asphalt joints; at the west end where the existing pavement ends, and at the canal crossing entrance into the dairy.
- J. Contractor will supply and place Temporary Pavement Markers at centerline following paving of the second lift at a span of 40ft.
- K. Morrow County will place shoulder rock following completion of the paving phase.
- L. Morrow County will supply and apply permanent pavement markings and striping.

IP-3 Performance Requirements

- A. Contractors must perform work according to the highest industry standard for Road Building.
- B. Contractors must follow the Oregon Standard Specifications for Construction 2021 section 00744 for paving
- C. The first 2" lift of the paving phase of the project is required to be complete within one week following completion of the sub-grade phase. The second 2" lift is required to be complete on or before June 30th. In the event that the paving phase is not complete before June 30th, and is within controls of the contractor, future contract work to the county will be evaluated.
- D. Contractor designee and a Morrow County Representative shall come to an agreement of quality and completeness of sub-grade work before the paving phase of the project.
- E. Contractor designee and a Morrow County Representative shall come to an agreement of quality and completeness of the paving portion of the project including cleanup prior to Invoicing Morrow County.
- F. Contractor's failure to perform work according to industry standard for road building and the Oregon Standard Specifications for Construction 2021 for paving will be required to replace/repair failed or unsatisfactory sections of road at the contractor's expense.
- G. Morrow County may require clarification or changes needed to understand the Contractor's project approach.
- H. The awarded bidder will be required to assume responsibility for all services outlined in the Invitation To Bid, whether the bidder produces services or the bidder's sub-contractors produce services.

IP-4 Bid Schedule

<u>Item No.</u>	<u>Description</u>	<u>Unit</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Total Cost</u>
1.	Mobilization	lump sum	1	\$	\$
2.	Sub-base phase	lump sum	1	\$	\$
3.	½" 64-22 ACP Level 3	placed tons	3300	\$	\$
4.	Pavement markers	lump sum	1	\$	\$
5.	Traffic control	lump sum	1	\$	\$

TOTAL BID PRICE \$

Bidder acknowledges that (1) each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and (2) estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all unit price Bid items will be based on actual quantities, determined as provided.

By: _____

Company Name: _____

Print Name: _____

Mailing Address: _____

Title: _____

Phone: _____

Oregon CCB #: _____

IP-5 Contractor's Bonds

- A. A bid bond is not required for submission of a bid.
- B. A performance bond is not required for this contract.
- C. A payment bond is not required for this contract.

IP-6 Right to Reject Offers

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

IP-7 Contract Award

- A. Quotes will be evaluated by a committee appointed by the Public Works Director.
- B. The contract will be awarded to the lowest responsive and responsible bidder.
- C. A decision to award the contract will be made within fourteen days of the bid opening or according to the timelines available by the Board of Commissioners.
- D. Protests must be submitted via email to the Public Works Director eimes@co.morrow.or.us within four business days following the bid opening.

IP-8 Additional Information and Requirements

- A. Provide a statement identifying whether the bidder is a resident bidder according to ORS 279A.120
- B. Provide contractor's certification of compliance with Oregon tax laws according to ORS 305.385
- C. All documents regarding this Invitation To Bid including all addenda must be acquired from the Morrow County Website Bids & RFPs tab (co.morrow.or.us). Any and all addenda will be posted no later than four days prior to bid closing.
- D. Questions regarding the Invitation To Bid shall be addressed by email no later than seven days prior to bid closing to the following: Public Works Director Eric Imes eimes@co.morrow.or.us

APPENDIX A

(Purchase of Supplies Contract)

PURCHASE OF SUPPLIES CONTRACT

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

1. Effective Date and Duration. This contract shall become effective upon full execution of this contract through September 30th, 2023. Unless earlier terminated or extended, this Contract shall expire on September 30th, 2023. Expiration shall not extinguish or prejudice County's right to enforce this Contract with respect to any breach of a Contractor warranty; or any default or defect in Contractor performance that has not been cured.
2. Contractor agrees and covenants with County that it will deliver and apply approved hot mix asphalt, and shape roads as defined in the Invitation To Bid for safe and adequate travel as requested by County as set forth in Contractor's Bid, which is attached hereto (Attachment 1), and by this reference incorporated herein. Contractor agrees and covenants with County that Contractor shall perform this Contract in a faithful and workmanlike manner as may be required by the Board of Commissioners, or their designated agent, the County Public Works Director, in accordance with the terms set forth in the provisions of the Request For Quotes, the "Instructions To Proposers," which are incorporated herein, and in accordance with the Invitation To Bid which is attached hereto (Attachment 2). All of the said Bid and this Contract constitute the Contract documents.
3. Any conflict or difference between the Contract documents shall be called to the attention, first of the County Public Works Director and if a satisfactory solution is not reached, then to the Board of County Commissioners by Contractor before proceeding with work affected thereby. In case of any conflict or any discrepancy within the Contract documents, the specific provisions of this Contract shall have priority over all others.
4. Contractor hereby sells and agrees to deliver and County buys and agrees to receive and pay for the products of the kind required by the Specifications in quantities specified from time to time by the County Assistant Road Master.

5. Termination of Contract

- a. Parties Right to Terminate for Convenience. This Contract may be terminated at any time by mutual written consent of the parties.
- b. County's rights to Terminate for Convenience. County may, at its sole discretion, terminate this Contract, in whole or in part upon 30 days' notice to Contractor.
- c. County's Right to Terminate for Cause. County may terminate this Contract, in whole or in part, immediately upon notice to Contractor, or at such later date as County may establish in such notice, upon the occurrence of any of the following conditions: (i) County fails to receive funding, or appropriations, limitations or other expenditures authority at levels sufficient to pay for contractor's work, (ii) federal or state laws, regulation or guidelines are modified, or interpreted in such a way that either the Work under this Contract is prohibited or County is prohibited from paying for such work for the planned funding source; (iii) contractor no longer holds any license or certificate that is required to perform the work; or (iv) contractor commits any material breach or default of any covenant, warranty, obligation or agreement under this Contract, fails to perform the work under this contract within the time specified herein or any extension thereof, or so fails to pursue the work as to endanger contractor's performance under this contract in accordance with its terms, and such breach, default or failure is not cured within 10 business days after delivery of County's notice, or such longer period as County may specify in such notice.
- d. Contractor's right to terminate for cause. Contractor may terminate this Contract upon 30 days' notice to County if County fails to pay contractor pursuant to the terms of this contract and County fails to cure within 30 business days after receipt of Contractor's notice, or such longer period of cure as Contractor may specify in such notice.

6. Extension of Contract

- a. Contract may be extended by mutual agreement between the parties up to 9 months after expiration of the current contract expiration date. Price increases or decreases may be allowed with mutual agreement of both parties.
7. Contractor agrees that County has the option to purchase more or less than the quantity specified in the quote; and that County shall not be liable or responsible for any payment for additional work or cost unless its Board of County Commissioners specifically assumes in writing such responsibility and liability on and by itself.
 8. Contractor agrees to make all the provisions of this Contract applicable to any subcontractor performing hereunder.
 9. Contractor agrees to not assign this Contract without the proposed assignee being fully, specifically approved and accepted in writing by County.
 10. Additional Documents: The terms, conditions, definitions, and requirements of the 2023 Invitation To Bid – Paving Prep, Haul and place hot mix asphalt (Attachment 1), are incorporated into this contract.

11. Contractor agrees that its performance under this Contract is at its own sole risk and that it shall indemnify County, its agents and employees, against and hold them harmless from any and all liability for damages, costs, losses and expenses resulting from, arising out of or in any way connected with Contractor's failure to perform fully hereunder, and Contractor further agrees to defend, indemnify and hold harmless Morrow County, its agents and employees, against all suits, actions or proceedings brought by any third party against them for which Contractor would be liable.

12. The laws of the State of Oregon shall govern in any action, claim or suit on this Contract. The place of venue for any claim, suit, or action shall be Morrow County. Each party shall be responsible for that party's attorney fees, costs and disbursements at all times, including appeals.

13. Contractor shall maintain all fiscal records relating to this Contract in accordance with generally accepted accounting principles. In addition, Contractor shall maintain any other records pertinent to this Contract in such a manner as to clearly document Contractor's performance hereunder. Contractor acknowledges and agrees that County, the Oregon Secretary of State's Office, the Federal Government and their duly authorized representatives shall have access to such fiscal records and all other documents that are pertinent to this Contract for the purpose of performing audits and examinations and making transcripts and excerpts. All such fiscal records and documents shall be retained by Contractor for a minimum of three (3) years (except as required longer by law) following final payment and termination of this Contract, or until the conclusion of any audit, controversy or litigation arising out of or related to this Contract, whichever date is later.

14. Insurance. Contractor shall provide insurance as stated in Attachment 3 of this Contract.

IN WITNESS WHEREOF, the parties hereto have executed this Contract.

(CONTRACTOR)

MORROW COUNTY BOARD OF COMMISSIONERS

David Sykes, Commissioner Chair

Jeff Winholz, Commissioner

(Name)

, Commissioner

Date

Date



— ADVERTISEMENT —

**INVITATION TO BID
SUB-BASE PREP, HAUL AND PLACE
HOT MIX ASPHALT**

Morrow County, Oregon

Morrow County Public Works requests bids for preparing roadway for paving, haul and place hot mix asphalt. Bidder's submitting bids shall be considered based upon the lowest responsive and responsible bid.

All documents for this Invitation To Bid must be obtained from the Morrow County Website Bids & RFPs tab. The Invitation To Bid closes and will be reviewed March 2nd. 2023 3:00 pm P.S.T.

Contract terms, conditions, and specifications may be reviewed at the Morrow County Website Bids & RFPs tab co.morrow.or.us

Bid's will be received by Management Assistant Sandi Pointer in person or mail via UPS or

Fed-Ex to: Morrow County Public Works
365 West Highway 74
Lexington, Or. 97839
Attn: Sandi Pointer