



INVITATION TO BID

**CAPITAL IMPROVEMENT PROJECT
SUPPLY, DELIVER, AND PLACE
AMBIENT MIX ASPHALT**

JULY 1, 2023 – JUNE 30 2024

BIDS DUE:

Tuesday May 30, 2023 – 1:00pm 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

CAPITAL IMPROVEMENT PROJECT

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	Advertisement

THIS IS AN INVITATION TO BID A MULTI PHASE CAPITAL IMPROVEMENT PROJECT. SUPPLY, HAUL, AND PLACE AMBIENT MIX ASPHALT TO VARIOUS ROADS IN MORROW COUNTY.

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 Tuesday May 30, 2023, 1:00 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 "ITB AMA".
- C. Bids will be opened Tuesday May 30, 2023, 1:00 p.m., P.S.T. at the Morrow County Public Works Office, 365 West Highway 74 Lexington, OR 97839.
- D. The Invitation to Bid documents may be reviewed at the Morrow County website (co.morrow.or.us) under the Bids & RFPs tab.
- E. Morrow County Management Assistant Sandi Pointer is designated to receive bids.
- F. A pre-offer conference is mandatory.

IP-2 Scope of Work and Materials

- A. Contractor shall supply, haul, and place Ambient Mix Asphalt for Morrow County Public Works on roads listed in the Paving and Chip Seal Schedule IP-4.
- B. Contractor is required to provide a pugmill with required specifications as follows:
 - a. Must be owned by the awarded contractor.
 - b. Must be computer rate controlled.
 - c. Capable of mixing a homogenous consistent mix with no stripping.
 - d. 300 tons per hour minimum production of AMA.
 - e. Aggregate weigh system between aggregate bin and water and/or oil injection point.
 - f. Metered asphalt system capable of pumping a minimum 60 GPM.
 - g. Metered water system capable of pumping a minimum 30 GPM.
 - h. Height must be a minimum of 12' between discharge point and ground surface.
- C. Contractor shall use materials as follows:
 - a. Asphalt Binder shall be Earthbind Stabilizer Rejuvenating Asphalt supplied by Enviroad LLC Portland, Oregon. Binder shall be mixed at 5.9% - 6.1% per aggregate ton.
 - ~~b. Provide AMA Oil Rock as specified in the Oregon Standard Specifications for Construction 2021 section 00735.10 Aggregates. Oil Rock will be provided by Morrow County.~~
 - c. Prime Coat Phase as specified in appendix C
 - ~~d. Chip and fog Seal Phase as specified in appendix D~~
- D. Contractor will provide traffic control as described in the Oregon temporary traffic control handbook. A pilot car shall be provided for all phases of this project.
- E. Morrow County designates Clarks Canyon Pit in Lexington for dumping of any materials needing removed during the project. Contractor is responsible for loading and transport of all materials.
- F. Sub-base shall be prepped for paving by Morrow County. The Paving Schedule shall be followed in order to preserve sub-base preparations.
- G. Contractor will supply and place Temporary Pavement Markers at centerline following paving at a span of 40ft.

- H. Contractor will place and compact 3/4" minus shoulder rock **supplied by Morrow County** following completion of the chip seal phase with approved shoulder application machine (no aggregate shall be placed on the **chip seal AMA** surface) to the top of the **chip seal AMA** surface @ 3 feet in width.
- ~~I. Contractor will supply and apply permanent pavement markings and striping.~~

IP-3 Performance Requirements

- A. Contractors must follow the Oregon Standard Specifications for Construction 2021 section 00744.23 through 00744.75 for paving.
- B. 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.
- C. Contractor designee and a Morrow County Representative shall come to an agreement of quality and completeness of the paving phase of the project. **before the chip seal phase.**
- D. Contractor's failure to perform work according to 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.
- ~~E. Contractor's failure to perform chip seal work as specified in appendix C will be required to replace/repair failed or unsatisfactory sections of road at the contractor's expense.~~
- F. Morrow County may require clarification or changes needed to understand the Contractor's project approach.
- G. 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.
- H. Work performed shall begin no sooner than July 1, 2023 and must be complete no later than June 30, 2024.
- I. Contractor must use recyclable products to the maximum extent economically feasible in the performance of the contract work.

AMA PAVING SCHEDULE

ROAD NAME	LOCATION	LENGTH	WIDTH	DEPTH	OIL ROCK	OIL %	EBS-RA	PRIME COAT	GALLONS
Social Ridge	Lexington	24288	24	1.75	4724	6	283	0.25	3238
Social Ridge	Lexington	24288	24	1.75	4724	6	283	0	
Liberty School	Ione	15312	24	3.5	5955	6	357	0.5	4083
Bunker Hill	Lexington	13200	24	3.5	5135	6	308	0.5	3520
Sunflower Flat	Hardman	14784	24	3.5	5750	6	345	0.5	3942
Blake Ranch	Heppner	15840	24	3.5	6161	6	370	0.5	4224
Total		107712	24		32449		1947		19008
				loose	tons		tons	4:1	concentrate

Prime Coat
Tons 84.2

CHIP SEAL FORECAST SCHEDULE

ROAD NAME	LOCATION	LENGTH	WIDTH	SQUARE YDS	OIL RATE	GALLONS	FOG RATE	GALLONS
Social Ridge	Lexington	24288	24	64768	0	0	0	0
Liberty School	Ione	15312	24	40832	0	0	0	0
Bunker Hill	Lexington	13200	24	35200	0	0	0	0
Sunflower Flat	Hardman	14784	24	39424	0	0	0	0
Blake Ranch	Heppner	21120	24	56320	0	0	0	0
Total		88704	24	236544	0	0	0	0

IP-5 Bid Schedule

Item No.	Description	Unit	Quantity	Unit Price	Total Cost
1.	Mobilization	lump sum	1	\$	\$
2.	Prime phase	per sq. yd.	222,464	\$	\$
3.	EB-Prime	per ton	84	\$	\$
4.	Paving Phase	per sq. yd.	222,464	\$	\$
5.	Oil Rock	per ton	35,000	\$	\$
6.	EBS-RA	per ton	2,000	\$	\$
7.	Chip Seal Phase	per ton	500	\$	\$
8.	Chip Oil	per ton	500	\$	\$
9.	Chip Rock	per ton	3,000	\$	\$
10.	Fog Seal Phase	per ton	200	\$	\$
11.	Fog Oil	per ton	200	\$	\$
12.	Shoulder Rock Phase	per mile	32	\$	\$
13.	¾ minus Shoulder Rock	per ton	5,000	\$	\$
14.	Pavement markings	count	1056	\$	\$
15.	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-6 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-7 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-8 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-9 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
- E. Contractor shall provide certification of non-discrimination in obtaining required subcontractors, if applicable.
- F. A pre-offer conference will be held at the Morrow County Public Works Conference Room, 365 West Highway 74 Lexington, OR 97839 on May 1, 2023 at 1 pm P.S.T. All interested bidders must attend. No bid offers will be considered by any contractor not in attendance of the pre-offer conference. Remote attendance accommodations can be made upon request.
- G. Contractor is required to obtain subcontract labor, materials, or labor and materials from a supplier registered as an Emerging Small Business, if applicable.
- H. Contractor must comply with Oregon Bureau of Labor and Industries Prevailing Wage Laws for Public Works Contracts. ORS 279C.800 to ORS 279C870.

APPENDIX A

PURCHASE OF SUPPLIES CONTRACT

In consideration of the covenants herein below set forth, **(AMERICAN ROCK PRODUCTS)**, 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 June 30th, 2024. Unless earlier terminated or extended, this Contract shall expire on June 30th, 2024. 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 supply, deliver, and place ambient mix asphalt 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 Invitation to Bid, 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 – supply, deliver, and place ambient 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 Appendix B of this Contract.

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

(AMERICAN ROCK PRODUCTS)

MORROW COUNTY BOARD OF COMMISSIONERS

David Sykes, Commissioner Chair

Jeff Winholz, Commissioner

(Authorized Representative)

Roy Drago Jr., Commissioner

Date

Date

APPENDIX B MORROW COUNTY INSURANCE REQUIREMENTS

Contractor shall obtain at Contractor's expense the insurance specified in this Attachment 2 prior to performing under this Contract and shall maintain it in full force and at its own expense throughout the duration of this Contract, as required by any extended reporting period or tail coverage requirements, and all warranty periods that apply. Contractor shall obtain the following insurance from insurance companies or entities that are authorized to transact the business of insurance and issue coverage in County and that are acceptable to County. Coverage shall be primary and non-contributory with any other insurance and self-insurance, with the exception of Professional Liability and Workers' Compensation. Contractor shall pay for all deductibles, self-insured retention and self-insurance, if any.

WORKERS' COMPENSATION & EMPLOYERS' LIABILITY

All employers, including Contractor, that employ subject workers, as defined in ORS 656.027, shall comply with ORS 656.017 and provide workers' compensation insurance coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). Contractor shall require and ensure that each of its subcontractors complies with these requirements. If Contractor is a subject employer, as defined in ORS 656.023, Contractor shall also obtain employers' liability insurance coverage with limits not less than \$500,000 each accident. If contractor is an employer subject to any other County's workers' compensation law, Contractor shall provide workers' compensation insurance coverage for its employees as required by applicable workers' compensation laws including employers' liability insurance coverage with limits not less than \$500,000 and shall require and ensure that each of its out-of-County subcontractors complies with these requirements.

COMMERCIAL GENERAL LIABILITY

Commercial General Liability Insurance covering bodily injury and property damage in a form and with coverage that are satisfactory to County. This insurance shall include personal and advertising injury liability, products and completed operations, contractual liability coverage for the indemnity provided under this contract, and have no limitation of coverage to designated premises, project or operation. Coverage shall be written on an occurrence basis in an amount of not less than \$1,000,000 per occurrence. Annual aggregate limit shall not be less than \$2,000,000.

AUTOMOBILE LIABILITY INSURANCE

Automobile Liability Insurance covering Contractor's business use including coverage for all owned, non-owned, or hired vehicles with a combined single limit of not less than \$1,000,000 for bodily injury and property damage. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for Commercial General Liability and Automobile Liability). Use of personal automobile liability insurance coverage may be acceptable if evidence that the policy includes a business use endorsement is provided.

ADDITIONAL INSURED

All liability insurance, except for Workers' Compensation required under this Contract must include an additional insured endorsement specifying Morrow County, its officers, employees and agents as Additional Insureds, including additional insured status with respect to liability arising out of ongoing operations and completed operations, but only with respect to Contractor's activities to be performed under this Contract. Coverage shall be primary and non-contributory with any other insurance and self-insurance.

WAIVER OF SUBROGATION

Contractor shall waive rights of subrogation which Contractor or any insurer of Contractor may acquire against County by virtue of the payment of any loss. Contractor will obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not County has received a waiver of subrogation endorsement from the Contractor or the Contractor's insurer(s).

TAIL COVERAGE

If any of the required insurance is on a claims made basis and does not include an extended reporting period of at least 24 months, Contractor shall maintain either tail coverage or continuous claims made liability coverage, provided the effective date of the continuous claims made coverage is on or before the effective date of this Contract, for a minimum of 24 months following the later of (i) Contractor's completion and County's acceptance of all Services required under this Contract, or, (ii) County or Contractor termination of contract, or, iii) The expiration of all warranty periods provided under this Contract.

CERTIFICATE(S) AND PROOF OF INSURANCE

Contractor shall provide to County Certificate(s) of Insurance for all required insurance before delivering any Goods and performing any Services required under this Contract. The Certificate(s) shall list the County, its officers, employees and agents as a Certificate holder and as an endorsed Additional Insured. The Certificate(s) shall also include all required endorsements or copies of the applicable policy language effecting coverage required by this Contract. As proof of insurance, County has the right to request copies of insurance policies and endorsements relating to the insurance requirements in this Contract.

NOTICE OF CHANGE OR CANCELLATION

The contractor or its insurer must provide at least 30 days' written notice to County before cancellation of, material change to, potential exhaustion of aggregate limits of, or non-renewal of the required insurance coverage(s).

INSURANCE REQUIREMENT REVIEW

Contractor agrees to periodic review of insurance requirements by County under this agreement and to provide updated requirements as mutually agreed upon by Contractor and County.

COUNTY ACCEPTANCE:

All insurance providers are subject to County acceptance. If requested by County, Contractor shall provide complete copies of insurance policies, endorsements, self-insurance documents and related insurance documents to County's representatives responsible for verification of the insurance coverages required under this Appendix B.

APPENDIX C PRIME COAT SPECIFICATIONS

AC-1 Scope of Work and Materials

- A. Supplier shall furnish and apply EB-Prime to Roads listed in the Paving and Chip Seal Schedule IP-3.
 - a. Prime Coat EB-Prime

Enviroad, LLC
Andy Clayton
2601 N. Newark St.
Portland, OR 97217

Phone: (503) 279-2605
Cell: (760) 317-7146

Earthbind Prime (aka EB-Prime)
application rate of 0.50 gal/sq yd at a
dilution ratio of 4:1 or 0.60 gal/sq yd
at a dilution ratio of 5:1

andy@enviroad.com

www.enviroad.com

AC-2 Performance Requirements

- A. Supplier shall furnish distributor trucks. Distributor trucks shall be tandem axle with a minimum tank capacity of ~~four thousand two hundred (4,200)~~ **two thousand (2,000)** gallons; equipped with Computer Rate Control distributor bars; and equipped with a volume measuring device, and thermometer for measuring the emulsion temperature in the tank. Distributor trucks shall be in good mechanical condition, capable of working ten (10) hour shifts with minimal mechanical breakdowns.
- B. The distributor bars shall be capable of distributing asphalt at a minimum width of ~~sixteen (16)~~ **fourteen (14)** feet consistently and accurately when the bar nozzles are at a distance of twelve (12) inches from the driving surface, full flow circulating, with enclosed nozzle valves. Bar shall be operated from the cab of the trucks in maximum two (2) foot increments on an eight (8) foot main bar and one (1) foot increments on each bar wing, or otherwise as approved by the County.
- C. The bars shall be capable of spreading liquid asphalt at any rate from 0.08 to 0.60 gallons per square yard at varying widths to sixteen (16) feet or more, all cab controlled.
- D. Supplier shall ensure that distributor trucks have been calibrated prior to beginning of work to ensure accurate distribution of liquid asphalt emulsion.
- E. The Prime Coat and Paving Phase shall coincide to minimize Prime Coat degradation.
- F. Prime Coat may not be applied within a minimum 24 hours of a rain shower. Prime Coat may not be applied if rain is in the forecast within a 24 hour period. These requirements are negotiable when agreed upon by the contractor and the Assistant Road Master.

APPENDIX D CHIP AND FOG SEAL SPECIFICATIONS

AD 1—Scope of Work

- B. Contractor shall perform chip seal operations to County roads listed in the Chip Seal Forecast Schedule IP-4
- C. Contractor shall use materials as follows:
 - a. Chip Oil—CRS-3P
 - b. Fog Oil—BL-Fog
 - c. Chip Rock as specified in the Oregon Standard Specifications for Construction 2021 section 00710.10 Coarse $\frac{1}{2}$ "– $\frac{1}{4}$ " and section 00710.15

AD 2—Performance Requirements

- A. Contractor shall perform chip seal operations as specified in the Oregon Standard Specifications for Construction 2021 section 00710.20 through section 00710.80.
- B. The distributor bars shall be capable of distributing asphalt at a minimum width of sixteen (16) feet consistently and accurately when the bar nozzles are at a distance of twelve (12) inches from the driving surface, full flow circulating, with enclosed nozzle valves. Bar shall be operated from the cab of the trucks in maximum two (2) foot increments on an eight (8) foot main bar and one (1) foot increments
- C. Contractor shall furnish distributor trucks. Distributor trucks shall be tandem axle with a minimum tank capacity of four thousand two hundred (4,200) gallons; equipped with Computer Rate Control distributor bars; and equipped with a volume measuring device, and thermometer for measuring the emulsion temperature in the tank. Distributor trucks shall be in good mechanical condition, capable of working ten (10) hour shifts with minimal mechanical breakdowns.
- D. The distributor bars shall be capable of distributing asphalt at a minimum width of sixteen (16) feet consistently and accurately when the bar nozzles are at a distance of twelve (12) inches from the driving surface, full flow circulating, with enclosed nozzle valves. Bar shall be operated from the cab of the trucks in maximum two (2) foot increments on an eight (8) foot main bar and one (1) foot increments on each bar wing, or otherwise as approved by the County.
- E. The bars shall be capable of spreading liquid asphalt at any rate from 0.08 to 0.50 gallons per square yard at varying widths to sixteen (16) feet or more, all cab controlled.
- F. Contractor shall ensure that distributor trucks have been calibrated prior to beginning of work to ensure accurate distribution of liquid asphalt emulsion.

G. Chip or Fog oil may not be applied when moisture is present on the road surface. Chip or Fog oil may not be applied if rain is in the forecast within 12 hours. These requirements are negotiable when agreed upon by the contractor and the Assistant Road Master.

AD 3—Emulsion Liquid Asphalt

A. Asphalt material shall conform as indicated below.

1. CRS-3P

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

TESTS ON EMULSION	Min.	Max
Saybolt Viscosity @ 122°F SFS.....	400	
Storage Stability 1% 1 day.....		1
Demulsibility %.....	40	
Particle charge test.....	Positive	
Sieve test %.....		0.1
TESTS ON RESIDUE FROM DISTILLATION	Min.	Max
Oil distillate % by volume of emulsion.....		3
Residue % by weight (Note 1).....	68	
Penetration @ 77°F.....	90	
Solubility in Trichloroethylene % (Note 2).....	97.5	
Elastic Recovery % (Note 3).....	70	

- i. AASHTO T59 with modifications to include 300 grams emulsion and a $177 \pm 5^{\circ}\text{C}$ ($350 \pm 10^{\circ}\text{F}$) maximum temperature to be held for 15 minutes.
- ii. AASHTO T44 Solubility of Bituminous Materials (in trichloroethylene).
- iii. ODOT TM 429 Elastic Recovery method of testing on file at ODOT Materials Laboratory in Salem, Oregon.
- iv. AASHTO M208 section 3. (c) for viscosity states: "this test requirement on representative samples may be waived if successful application of the material has been achieved in the field."

2. Fog Seal (BL Fog)

The Supplier shall deliver fog seal material that meet the conditions below. For every part emulsified asphalt add no more than one (1) part water. Add water at point of supply and mix with emulsified asphalt to obtain a homogenous emulsion. Dilution water must be potable and free from detectable solids or incompatible soluble salts (hard water).

The emulsified liquid asphalt shall meet the following conditions:

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

B. Morrow County reserves the right to have quality control testing performed by a qualified third party test lab in the case of a performance issue. Samples may be taken from each load of asphalt and tested for compliance with specification requirements.

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

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

Qualified third party test results shall supersede test results provided by the supplier in the case of a performance issue.

C. Supplier may be asked to provide to Morrow County a copy of supplier's quality control test results for each batch of material manufactured.



— ADVERTISEMENT —

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CAPITAL IMPROVEMENT PROJECT
SUPPLY, DELIVER, AND PLACE
AMBIENT MIX ASPHALT**

Morrow County, Oregon

Morrow County Public Works requests bids to supply, deliver, and place ambient mix asphalt. Bidder's submitting bids shall be considered based upon the lowest responsive and responsible bid.

A pre-offer conference will be held at the Morrow County Public Works Conference Room 365 West Highway 74 Lexington, OR 97839 on May 1, 2023 at 1 pm P.S.T.

All interested bidders must attend. No bid offers will be considered by any contractor not in attendance of the pre-offer conference. Remote attendance accommodations can be made upon request.

Statements made by Morrow County Representatives during the pre-offer conference are not binding unless confirmed by written addendum.

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 Tuesday May 30, 2023 1:00 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