



**INVITATION TO BID**

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

**APRIL 2024 THROUGH JUNE 2025**

**QUOTES DUE:**

**MARCH 28, 2024 – 1:00pm**

**Morrow County Public Works**

**P. O. Box 428**

**365 West Highway 74**

**Lexington, Oregon 97839**

**ATTN: Sandi Pointer – [spointer@co.morrow.or.us](mailto:spointer@co.morrow.or.us)**

**THIS IS AN INVITATION TO BID TO SUPPLY, DELIVER, AND APPLY LIQUID ASPHALT EMULSION ON VARIOUS ROADS IN MORROW COUNTY.**

***INSTRUCTIONS TO PROPOSERS:***

**IP-1 Time and Place for Receiving Proposals**

- A. Bids for the herein described work and materials will be received by Morrow County Public Works on or before Thursday March 28th, 2024, 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 "Emulsion ITB".
- C. Bids will be opened Thursday March 28th, 2024, 1:00 p.m., P.S.T. at the Morrow County Public Works Office 365 West Highway 74 Lexington, OR 97839.
- D. Suppliers shall submit the cost portion of the Invitation to Bid on the attached Quote Schedule which shall be signed in the place provided.
- E. The submission of a bid signifies that the Supplier has the necessary personnel and equipment and will be able to perform the specified work as outlined without interruption.
- F. A pre-offer conference will not be held.

**IP-2 Overview and Purpose**

In recent years Morrow County has implemented an aggressive paving and chip seal program to combat a large amount of asphalt failure and degradation. Our goal is to improve our paved road system as quickly as possible so that every mile is in "good" condition, then implement a maintenance program that is more easily managed. Morrow County's desire is to team up with a supplier that understands and supports our needs to reach our goals. For the sake of safety, efficiency, and sanity, our expectation is that a well-qualified distributor operator who begins the project remain with us until the completion date. Additionally, due to the remote locations of many of our road projects, it would help our goal if the transport drivers remain consistent as much as possible. Our Road Crew is comfortable covering 90-100 tons of chip oil in a 10 hour day. When the chip oil spec as described in SP-1 is met, we have not exceeded 20 PSY of chip rock covering an oil application rate between .46 - .48 GSY. This is important to Morrow County as materials costs continue to rise. The County will work with the supplier logistically in support of their needs and the overall goal.

**IP-3 Scope of Work**

- A. Supplier shall furnish to Morrow County Public Works liquid asphalt emulsion as indicated below:
  - CRS-3P                      Approximately 800 tons
  - Fog Seal                      Approximately 500 tons
- B. Supplier shall provide on a contract rental basis one asphalt distributor daily (unless otherwise directed) with qualified operators for applying the liquid asphalt emulsion to the road surface.
- C. The product shall be delivered to various job sites at dates and times directed by Morrow County.
- D. County will prepare road surfaces to receive the surface treatments at the specified job sites.
- E. County will provide traffic control measures.

- F. County will provide equipment and qualified operators for chip spreading, aggregate hauling, rolling, and sweeping.
- G. County will provide aggregate for surface treatment.
- H. The intended period of operations is proposed as Monday April 22, 2024, through approximately Monday June 30, 2024 and April 15, 2025 and June 30, 2025. The typical work week will be Monday through Thursday, ten (10) - hour workdays, as scheduled by Morrow County.

**IP-4 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) 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. Supplier shall furnish distributor truck combinations capable of delivering no less than thirty (30) tons of liquid asphalt. Or supplier shall not charge a minimum freight fee if the distributor truck does not operate as a combination.
- C. 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.
- D. 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.
- E. Supplier shall ensure that distributor trucks have been calibrated prior to beginning of work to ensure accurate distribution of liquid asphalt emulsion.
- F. Distributor trucks shall have on hand tools and parts (including replacement spray nozzles) to ensure continuous operations in the event of minor mechanical problems.
- G. The distributors shall typically transfer product from the transport trucks at a rate of 280 gallons per minute. The distributor driver shall ensure that no foaming of the liquid asphalt emulsion occurs, and shall adjust transfer procedures as needed to maintain the quality of the product.
- H. Supplier shall provide transport trucks in such numbers as are needed to provide for the continuous, uninterrupted operation of County's construction activities. Supplier shall manage transport trucks such that overlap wait times of off-loading trucks will be minimized or avoided.
- I. Supplier shall be capable of delivering up to 120 tons per day in a maximum of four transport tanker on any day.
- J. The awarded bidder will be required to assume responsibility for all services outlined in the Request for Proposal, whether the bidder produces services or the bidder's sub-contractors produce services.
- K. Failure to perform this ITB's scope of work and performance standards, or the highest industry standards may result in termination of this contract.

**IP-5 Withdrawal of Proposals**

- A. A bid may be withdrawn at any time prior to the due date/time, by written request to Morrow County Public Works, which may be mailed, or presented in person. The request to withdraw shall be signed by the supplier, or the supplier's authorized representative.
- B. The withdrawal of a Bid does not prejudice the right of the supplier to submit a new proposal.
- C. No Bid can be withdrawn after the Invitation to Bid due time. The proposal constitutes an offer to enter into a contract if accepted by Morrow County.

**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. Bids will be evaluated by a committee appointed by the Public Works Director. The contract will be awarded to the proposal deemed most advantageous to Morrow County. Proposals will be evaluated with consideration of the proposal schedule.
- B. A decision to award the contract will be made in its entirety to a single supplier within ten business days of the opening of submitted Bids. Award of the contract will be made according to timelines available to the Board of Commissioners.
- C. Morrow County reserves the right to accept or reject any or all offers and waive any informalities and irregularities in offers.
- D. A "Purchase of Supplies Contract" (Appendix A) will be executed by Morrow County Public Works and the vendor with the proposal that is most advantageous to Morrow County.

**IP-8 Contract Documents**

- A. The contract documents are intended to be mutually cooperative and to provide all details reasonably required for the execution of the proposed work.
- B. Any person contemplating the submission of a proposal and being in doubt as to the meaning or intent of said contract document should request, by e-mail, interpretation by the Public Works Director at [eimes@co.morrow.or.us](mailto:eimes@co.morrow.or.us)
  - 1. Morrow County will not be responsible for any other explanations or interpretations of said contract documents.
- C. Any person submitting a proposal shall not, at any time after submission, dispute, complain or assert that there was any misunderstanding in regard to the nature, quality or description of the materials to be supplied and the work to be performed.

**IP-9 Contractor's Bonds**

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

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

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

**IP-10 Appeal Process**

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

**GENERAL PROVISIONS:**

**GP-1 Laws to be Observed**

- A. The Supplier shall at all times observe and comply with all Federal, State and local laws, ordinances and regulations in any manner affecting the work.
- B. The Supplier shall indemnify and save harmless Morrow County, its officers, employees and agents against any claims or liability arising from the violation by Supplier's officers, employees and agents, or Supplier's sub-contractors, their officers, employees or agents, of laws described in GP-1.
- C. The Supplier shall be responsible for acts of Supplier's employees and sub-contractors and shall indemnify and save harmless Morrow County, its officers, employees and agents against any claims or liability arising from the Supplier's negligence.

**GP-2 Labor Provisions**

The Application of Liquid Asphalt meets the term "public works project" as defined in ORS 279C.800. Therefore BOLI Prevailing Wage Rate Laws apply to this contract.

**GP-3 Contract Performance**

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

**GP-4 Payment**

- A. Liquid asphalt will be paid at the quoted unit price for product used and applied to the road surface only. Partial loads returned shall be measured and credited back to the County.

- B. Distributor trucks will be paid at the quoted unit price for hourly rates. Contract hourly rates will start at the time the distributor trucks have been directed to be on site to prepare equipment for applying the liquid asphalt. Contract hourly rates will end when the distributor trucks have completed the final application for the work day and perform equipment shut down procedures.
- C. Demurrage will be paid, if applicable, in accordance with SP-2.
- D. Any aspect of work not described by the specified pay items will be considered incidental to the specified pay items.
- E. Payment will be made by Morrow County upon approval by Morrow County Public Works of the received invoice(s) from Supplier. Morrow County Public Works will notify Supplier of any protest of charges included in invoice(s) which may not conform to these specifications.

**GP-5 Additional Information and Requirements**

- A. Provide contractor's certification of compliance with Oregon tax laws (refer to ORS 305.385).
- B. Provide a statement identifying whether the bidder is a resident bidder according to ORS 279A.120
- C. All documents regarding this Request for Proposal including all addenda must be acquired from the Morrow County Website Bids & RFPs tab ([co.morrow.or.us](http://co.morrow.or.us)). Any and all addenda will be posted no later than four days prior to proposal closing.
- D. Questions regarding this Request for Proposal 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](mailto:eimes@co.morrow.or.us)
- E. Provide required certificates of insurance.

***SPECIAL PROVISIONS:***

**SP-1 Asphalt**

- A. Supplier shall deliver liquid asphalt emulsion on Morrow County Public Works orders, as follows:  
 Liquid asphalt emulsion shall be delivered to specified job sites in Morrow County by supplier. Distributor shall expeditiously fill from supplier's carriers and be in position and ready to start applying asphalt at the specified times each day.  
 Liquid asphalt emulsion shall be delivered at a minimum temperature of 170°F as measured in the cargo tank.  
 Morrow County reserves the right to stop production and reject liquid asphalt if applied characteristics do not meet the satisfaction of Morrow County.
- B. 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.

<b>TESTS ON EMULSION</b>	<b>Min.</b>	<b>Max</b>
Saybolt Viscosity @ 122°F SFS .....	400	
Storage Stability 1% 1 day.....		1
Demulsibility %.....	40	
Particle charge test.....	Positive	
Sieve test %.....		0.1
<b>TESTS ON RESIDUE FROM DISTILLATION</b>	<b>Min.</b>	<b>Max</b>
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	
<ul style="list-style-type: none"> <li>i. AASHTO T59 with modifications to include 300 grams emulsion and a 177 ± 5°C (350 ± 10°F) maximum temperature to be held for 15 minutes.</li> <li>ii. AASHTO T44 Solubility of Bituminous Materials (in trichloroethylene).</li> <li>iii. ODOT TM 429 Elastic Recovery method of testing on file at ODOT Materials Laboratory in Salem, Oregon.</li> <li>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.”</li> </ul>		

## 2. Fog Seal Material

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:

<b>Test</b>	<b>Test Result</b>	<b>Method</b>
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

- C. 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.

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

#### SP-2 **Stand-By-Time**

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

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

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

- B. Morrow County reserves the right to cancel this contract due to delays and loss of production due to mechanical failure, inadequate supply of asphalt, or other causes related to the Supplier's responsibilities.
- C. Force majeure will apply for either party where Acts of God or *casus fortuitous* beyond the control of County or Supplier's forces create the delays.



**PROPOSAL SCHEDULE  
 SUPPLY, DELIVERY, AND  
 APPLICATION OF LIQUID ASPHALT EMULSION  
 BIDS DUE: Thursday March 28, 2024, 1:00 P.M., P.S.T.**

Quote Item	Unit	Unit Rate
CRS-3P Liquid Asphalt	Per Ton	\$
Fog Seal	Per Ton	\$
Distributor Truck	Per Hour	\$
Freight to Lexington	Per Ton	\$
Freight to Cecil	Per Ton	\$
Freight to Hardman +10 miles	Per Ton	\$
Product Return Charge	Per Ton	\$
Demurrage	Hour	\$
Warranty	months	

Distributor Truck: Year: \_\_\_\_\_ Make: \_\_\_\_\_

Distributor Manufacturer: \_\_\_\_\_ Tank Capacity: \_\_\_\_\_

Company Name: \_\_\_\_\_

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

Phone: \_\_\_\_\_

E-mail address: \_\_\_\_\_

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

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_

## APPENDIX A

### PURCHASE OF SUPPLIES CONTRACT

In consideration of the covenants herein below set forth, **XXXXXXXXXXXXXXXXXXXX**, 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 30<sup>th</sup>, 2025. Unless earlier terminated or extended, this Contract shall expire on June 30<sup>th</sup>, 2025. 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 and deliver liquid asphalt emulsion, and furnish asphalt distributor trucks with qualified operators as requested by County as set forth in Contractor's Proposal, 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 "Specifications," which are incorporated herein, and in accordance with the Proposal which is attached hereto (Attachment 2). All of the said Proposal 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 Public Works Director.
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.
    - b. Payments shall be as set forth in the Specifications, Section GP-4.
  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 2024 Invitation to Bid- Supply, Delivery, and Application of Liquid Asphalt Emulsion (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 under provision GP-1 and GP-2 of the specifications.
  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.

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

(CONTRACTOR)

MORROW COUNTY BOARD OF COMMISSIONERS

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David Sykes, Chair

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Company

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Jeff Wenholz, Commissioner

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Authorized Representative

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Roy Drago Jr., Commissioner

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Date

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Date