

# Contract Review Sheet

PW-5429-23

Price Agreement #: PW-5429-23 Amendment #: \_\_\_\_\_

Contact: Alicia Henry Department: Public Works Department

Phone #: (503) 365-3100 Date Sent: \_\_\_\_\_

Title: Price Agreement with Albina Asphalt for the Supply and Application of Liquid Asphalt

Contractor's Name: Albina Holdings Inc. dba Albina Asphalt

Term - Date From: July 1, 2023 Expires: June 30, 2026

Original Contract Amount: \$4,800,000.00 Previous Amendments Amount: \_\_\_\_\_

Current Amendment: \$0.00 New Contract Total: \$4,800,000.00 Amd% \_\_\_\_\_

Incoming Funds  Federal Funds  Reinstatement  Retroactive  Amendment greater than 25%

Source Selection Method: 20-0260 Request for Proposal PW1299-23

### Description of Services or Grant Award

Price Agreement with Albina Holdings, Inc. dba Albina Asphalt for the Supply and Application of Liquid Asphalt on Marion County Roads.

Desired BOC Session Date: 6/21/2023 BOC Planning Date: 6/8/2023

Files submitted in CMS: 5/31/2023 Printed packet & copies due in Finance: 6/6/2023

BOC Session Presenter(s) \_\_\_\_\_


### FOR FINANCE USE

Date Finance Received: \_\_\_\_\_ Date Legal Received: \_\_\_\_\_

Comments: Y

\_\_\_\_\_

### REQUIRED APPROVALS

DocuSigned by:  
  
A9598E7AEC704F4...  
6/1/2023  
Finance - Contracts Date

Contract Specialist Date

DocuSigned by:  
  
D06FC6B04B0F483...  
6/2/2023  
Legal Counsel Date

Chief Administrative Officer Date



MARION COUNTY BOARD OF COMMISSIONERS

## Board Session Agenda Review Form

Meeting date: June 21, 2023

Department: Public Works Department

Agenda Planning Date: June 8, 2023

Time required: 5 minutes

 Audio/Visual aids

Contact: Scott Wilson

Phone: 503-329-3129

Department Head Signature:

DocuSigned by:  
*Brian Melodas*  
 9793BA7ACD6D443...

<b>TITLE</b>	Consider Approval of Price Agreement PW-5429-23 with Albina Asphalt for the Supply and Application of Liquid Asphalt
Issue, Description & Background	<p>The Price Agreement with Albina Asphalt includes the supply, delivery, and application of emulsified asphalt on Marion County roads as part of the chip seal process. The term of the agreement is for 3 years with an option to be extended an additional 3 years, if needed.</p> <p>The chip seal process involves the spraying of emulsified asphalt on the road surface, covering the material with a layer of aggregate, and embedding the aggregate in the asphalt emulsion with rollers. Chip seal treatments are an effective pavement maintenance treatment that provides a durable waterproof wear course and extend the life of our existing pavements and the services provided in this contract is an essential element of the chip seal process.</p>
Financial Impacts:	The price agreement value is \$1,600,000.00 for each fiscal year; \$4,800,000.00 for the 3-year base term. This is a budgeted expense in the FY2022/23 and FY2023/24 budgets.
Impacts to Department & External Agencies	This year, Road Operations Division is planning to complete 57 miles of chip seal application on county roads, focusing in the southern portion of Marion County. The work will be completed using flagged lane closures to keep traffic moving with public notification provided through social media posts and local messaging along the impacted roadways prior to the work performed.
Options for Consideration:	<ol style="list-style-type: none"> <li>1. Approve Price Agreement PW-5429-23 with Albina Asphalt for the supply, delivery, and application of emulsified asphalt.</li> <li>2. Withhold approval of the Price Agreement.</li> </ol>
Recommendation:	Staff recommends the Board approve Price Agreement PW-5429-23 with Albina Asphalt allowing the 2023 chip seal project proceed without delay.
List of attachments:	<ol style="list-style-type: none"> <li>1. Contract Review Sheet</li> <li>2. Price Agreement with Albina Asphalt; PW-5429-23</li> </ol>
Presenter:	Scott Wilson

Copies of completed paperwork sent to the following: (Include names and e-mail addresses.)

Copies to: Alicia Henry / ahenry@co.marion.or.us

**MARION COUNTY  
PRICE AGREEMENT  
PW-5429-23**

This Price Agreement is between Marion County (a political subdivision of the State of Oregon) hereinafter called County, and Albina Holdings, Inc. dba Albina Asphalt, hereinafter called Contractor.

Contractor agrees to perform, and County agrees to pay for, the services and deliverables described in Section 3.

**1. TERM.** This Price Agreement is effective upon signature and expires on June 30, 2026. The County may extend this Price Agreement for up to an additional 3 years provided that the term of the Price Agreement does not extend beyond June 30, 2029. The maximum term of the Price Agreement shall be 6 years.

**2. CONSIDERATION.**

The rates to be paid to Contractor under this Price Agreement are included within the Cost Proposal Submission Form. See Exhibit 1.

All terms, including Standard Specifications and General Conditions, defined within the Request for Proposals #PW1299-23 are incorporated herein. See Exhibit 2.

**3. SERVICES.**

Contractor shall supply, deliver, and apply emulsified asphalt on Marion County roads in strict accordance with Standard Specifications and General Conditions set forth in the Request for Proposals #PW1299-23. See Exhibit 2.

**4. CONTRACT EXHIBITS**

This Price Agreement includes the following exhibits, each of which is incorporated into the Price Agreement as though fully set forth herein:

- Exhibit 1 - Cost Proposal Submission Form
- Exhibit 2 - Request for Proposals #PW1299-23: Section 5. Scope of Work, Subsections 1.0 Delivery Location, Schedule, Price Agreement/Pricing, and Applicable Specifications through 4.0 Prevailing Wage Rates.

**5. PROCESS.**

County may order Goods and Services during the Term of this Agreement using an ordering instruments described in this section.

**A. ORDERING INSTRUMENT:**

- I. The County will place an order with Contractor for the delivery and the application of emulsified asphalt.
- II. This Price Agreement is one of a series of Price Agreements for Emulsified Asphalt. When the County requires Goods and/or Services under the Price Agreement series, the County must determine which Price Agreement under the series provides the best value for the specific Goods and Services required, and will be based on any or all of the following criteria:

- Product availability
- Price

- Schedule availability
- Distance from plant to jobsite
- Plant capacity
- Traffic congestion issues between plant and jobsite
- Availability of experienced distributor drivers
- Past performance on previous projects
- Out-of-season availability, if needed
- Any other factor that will benefit Marion County

III. Contractor's distribution prices, freight/transportation prices, miscellaneous prices and product prices are set forth in the Cost Proposal Submission Form. See Exhibit 1.

IV. Contractors are advised that there is no guarantee of any specific amount of purchases under any Price Agreement or the Price Agreement series.

**B. INVOICING:**

Payment will be made in accordance with Contractor's adherence to Set Standards and General Conditions defined within section 2.0 - Special Provisions. Exhibit 2.

The Contractor shall submit invoices to the address indicated on the Purchase Order.

The invoice shall include the following:

- Purchase Agreement number and Purchase Order number
- Name of Marion County employee who placed the order
- Include the following:
  - a. The quantity of goods ordered
  - b. The quantity of goods delivered
  - c. The date the goods were delivered
  - d. The price per unit, including escalation or de-escalation, if applicable
  - e. Total cost for goods

All charges or credits pertaining to an order shall be included on the same invoice. Separate invoices for escalation or de-escalation, demurrage, or other charges will not be accepted.

Invoices that do not comply with the requirements of this section or contain errors will promptly be returned to the contractor for corrections and then must be resubmitted. An invoice will not be considered received unless it complies with all requirements.

**Marion County Public Works Department  
Operations Division  
Attn: Road Operations Supervisor  
5155 Silverton Rd. NE  
Salem, OR 97305**

**6. COMPLIANCE WITH STATUTES AND RULES.**

A. County and the Contractor agree to comply with the provisions of this Price Agreement and all applicable federal, state, and local statutes and rules.

Unless otherwise specified, responsibility for all taxes, assessment, and any other charges imposed by law upon employers shall be the sole responsibility of the Contractor. Failure of the Contractor or the County to comply with the provisions of this Price Agreement and all applicable federal, state, and local statutes and rules shall be cause for termination of this Price Agreement as specified in sections concerning recovery of funds and termination.

County's performance under this Price Agreement is conditioned upon Contractor's compliance with the obligations intended for contractors under ORS 279B.220, 279B.225 (if applicable to this Price Agreement), 279B.230 and 279B.235 (if applicable to this Price Agreement), which are incorporated by reference herein.

B. Contractor must, throughout the duration of this Price Agreement and any extensions, comply with all tax laws of this state and all applicable tax laws of any political subdivision of this state. For the purposes of this Section, "tax laws" includes all the provisions described in subsection 23. C. (i) through (iv) of this Price Agreement.

i. Any violation of subsection B of this section shall constitute a material breach of this Price Agreement. Further, any violation of Contractor's warranty, in subsection 23.3 of this Price Agreement, that Contractor has complied with the tax laws of this state and the applicable tax laws of any political subdivision of this state also shall constitute a material breach of this Price Agreement. Any violation shall entitle the County to terminate this Price Agreement, to pursue and recover any and all damages that arise from the breach and the termination of this Price Agreement, and to pursue any or all of the remedies available under this Price Agreement, at law, or in equity, including but not limited to:

- a. Termination of this Price Agreement, in whole or in part;
- b. Exercise of the right of setoff, and withholding of amounts otherwise due and owing to Contractor, in an amount equal to State's setoff right, without penalty; and

C. These remedies are cumulative to the extent the remedies are not inconsistent, and the County may pursue any remedy or remedies singly, collectively, successively, or in any order whatsoever.

**7. CIVIL RIGHTS, REHABILITATION ACT, AMERICANS WITH DISABILITIES ACT and TITLE VI OF THE CIVIL RIGHTS ACT.** Contractor agrees to comply with the Civil Rights Act of 1964, and 1991, Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973, and Title VI as implemented by 45 CFR 80 and 84 which states in part, No qualified person shall on the basis of disability, race, color, or national origin be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity which received or benefits from federal financial assistance.

**8. TIME IS OF THE ESSENCE.** Contractor agrees that time is of the essence in the performance of this Price Agreement.

**9. FORCE MAJEURE.** Neither County nor Contractor shall be responsible for any failure to perform or for any delay in the performance of any obligation under this Price Agreement caused by fire, riot, acts of God, terrorism, war, or any other cause which is beyond the breaching party's reasonable control. Contractor shall, however, make all reasonable efforts to remove or eliminate the cause of Contractor's delay or breach and shall, upon the cessation of the cause, continue performing under this Price Agreement. County may terminate this Price Agreement upon written notice to Contractor after reasonably determining that the delay or breach will likely prevent successful performance of this Price Agreement.

**10. FUNDING MODIFICATION.**

A. County may reduce or terminate this Price Agreement when state or federal funds are reduced or eliminated by providing written notice to the respective parties.

B. In the event the Board of Commissioners of the County reduces, changes, eliminates, or otherwise modifies the funding for any of the services identified, the Contractor agrees to abide by any such decision including termination of service.

**11. RECOVERY OF FUNDS.**

Expenditures of the Contractor may be charged to this Price Agreement only if they (1) are in payment of services performed under this Price Agreement, (2) conform to applicable state and federal regulations and statutes, and (3) are in payment of an obligation incurred during the Price Agreement period.

Any County funds spent for purposes not authorized by this Price Agreement and payments by the County in excess of authorized expenditures shall be deducted from future payments or refunded to the County no later than thirty (30) days after notice of unauthorized expenditure or notice of excess payment.

Contractor shall be responsible to repay for prior Price Agreement period excess payments and unrecovered advanced payments provided by the County. Repayment of prior period obligations shall be made to the County in a manner agreed on.

**12. ACCESS TO RECORDS.**

A. Contractor shall permit authorized representatives of the County, State of Oregon, or the applicable audit agencies of the U.S. Government to review the records of the Contractor as they relate to the Price Agreement services in order to satisfy audit or program evaluation purposes deemed necessary by the County and permitted by law.

B. Contractor agrees to establish and maintain financial records, which indicate the number of hours of work provided, and other appropriate records pertinent to this Price Agreement shall be retained for a minimum of three (3) years after the end of the Price Agreement period. If there are unresolved audit questions at the end of the three-year period, the records must be maintained until the questions are resolved.

**13. REPORTING REQUIREMENTS.** Contractor shall provide County with periodic reports at the frequency and with the information prescribed by County. Further, at any time, County has the right to demand adequate assurances that the services provided by Contractor shall be in accordance with the Price Agreement. Such reports provided by the Contractor shall be supported by documentation in Contractor's possession from third parties to the extent as applicable.

**14. INDEMNIFICATION AND INSURANCE.**

A. Contractor shall defend, save, indemnify, and hold harmless the County, its officers, agents, and employees from and against all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature whatsoever, including attorney fees, resulting from, arising out of, or relating to the activities of Contractor or its officers, employees, subcontractors, or agents under this Price Agreement. Contractor shall have control of the defense and settlement of any claim that is subject to this section. However, neither Contractor nor any attorney engaged by Contractor shall defend the claim in the name of either County or any department of County, nor purport to act as legal representative of either County or any of its departments, without first receiving from County Legal Counsel authority to act as legal counsel for the County, nor shall Contractor settle any claim on behalf of County without the approval of County Legal Counsel. County may, at its election and expense, assume its own defense and settlement.

B. Contractor shall obtain the insurance required under Section 19 prior to performing under this Price Agreement and shall maintain the required insurance throughout the duration of this Price Agreement and all warranty periods.

C. County, pursuant to applicable provisions of ORS 30.260 to 30.300, maintains a self-insurance program that provides property damage and personal injury coverage.

**15. EARLY TERMINATION.** This Price Agreement may be terminated as follows:

A. County and Contractor, by mutual written agreement, may terminate this Price Agreement at any time.

B. County in its sole discretion may terminate this Price Agreement for any reason on 30 days written notice to Contractor.

C. Either County or Contractor may terminate this Price Agreement in the event of a breach of the Price Agreement by the other. Prior to such termination the party seeking termination shall give to the other party written notice of the breach and intent to terminate. If the party committing the breach has not entirely cured the breach within 15 days of the date of the notice, then the party giving the notice may terminate the Price Agreement at any time thereafter by giving a written notice of termination.

D. Notwithstanding section 14C, County may terminate this Price Agreement immediately by written notice to Contractor upon denial, suspension, revocation or non-renewal of any license, permit or certificate that Contractor must hold to provide services under this Price Agreement.

**16. INDEPENDENT CONTRACTOR.**

A. The Contractor is a separate and independently established business, retains sole and absolute discretion over the manner and means of carrying out the Contractor's activities and responsibilities for the purpose of implementing the provisions of this Price Agreement, and maintains the appropriate license/certifications, if required under Oregon Law. This Price Agreement shall not be construed as creating an agency, partnership, joint venture, employment relationship or any other relationship between the parties other than that of independent parties. The Contractor is acting as an "independent contractor" and is not an employee of County, and accepts full responsibility for taxes or other obligations associated with payment for services under this Price Agreement. As an "independent contractor", Contractor will not receive any benefits normally accruing to County employees unless required by applicable law. Furthermore, Contractor is free to Price Agreement with other parties for the duration of the Price Agreement.

B. **SUBCONTRACTING/NONASSIGNMENT.** No portion of the Price Agreement may be contracted or assigned to any other individual, firm or entity without the express and prior approval of the County.

**17. GOVERNING LAW AND VENUE.** This Price Agreement shall be governed by the laws of the State of Oregon. Any action commenced in connection with this Price Agreement shall be in the Circuit Court of Marion County. All rights and remedies of the County shall be cumulative and may be exercised successively or concurrently. The foregoing is without limitation to or waiver of any other rights or remedies of the County according to law.

**18. OWNERSHIP AND USE OF DOCUMENTS.** All documents, or other material submitted to the County by Contractor shall become the sole and exclusive property of the County. All material prepared by Contractor under this Price Agreement may be subject to Oregon's Public Records Laws.

**19. NO THIRD PARTY BENEFICIARIES.**

A. County and Contractor are the only parties to this Price Agreement and are the only parties entitled to enforce its terms.

B. Nothing in this Price Agreement gives or provides any benefit or right, whether directly, indirectly, or otherwise, to third persons unless such third persons are individually identified by name in this Price Agreement and expressly described as intended beneficiaries of this Price Agreement.

**20. INSURANCE.**

A. **REQUIRED INSURANCE.** Contractor shall obtain at Contractor’s expense the insurance specified in this section prior to performing under this Price Agreement and shall maintain it in full force and at its own expense throughout the duration of this Price Agreement and all warranty periods. Contractor shall obtain the following insurance from insurance companies or entities that are authorized to transact the business of insurance and issue coverage in Oregon and that are acceptable to County:

i. **WORKERS COMPENSATION.** All employers, including Contractor, that employ subject workers, as defined in ORS 656.027, shall comply with ORS 656.017 and shall 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.

ii. **COMMERCIAL GENERAL LIABILITY.** Covering bodily injury, death and property damage in a form and with coverages that are satisfactory to the County. This insurance shall include personal injury liability, products and completed operations. Coverage shall be written on an occurrence basis. Contractor shall provide proof of insurance of not less than the following amounts as determined by the County:

**Required by County**    **Not required by County.**

**Bodily Injury/Death:**

- \$1,000,000 Per occurrence limit for any single claimant; and
- \$2,000,000 Per occurrence limit for multiple claimants
- Exclusion Approved by Risk Manager
- \$500,000 Per occurrence limit for any single claimant
- \$1,000,000 Per occurrence limit for multiple claimant

iii. **AUTOMOBILE LIABILITY INSURANCE.** Covering all owned, non-owned, or hired vehicles. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for “Commercial General Liability” and “Automobile Liability”). Contractor shall provide proof of insurance of not less than the following amounts as determined by the County:

**Required by County**    **Not required by County.**

**Bodily Injury/Death:**

- Oregon Financial Responsibility Law, ORS 806.060 (\$25,000 property damage/\$50,000 bodily injury \$5,000 personal injury).
- \$500,000 Per occurrence limit for any single claimant; and
- \$1,000,000 Per occurrence limit for multiple claimants
- Exclusion Approved by Risk Manager

B. **ADDITIONAL INSURED.** The Commercial General Liability insurance required under this Price Agreement shall include Marion County, its officers, employees and agents as Additional Insureds but only with respect to Contractor's activities to be performed under this Price Agreement. Coverage shall be primary and non-contributory with any other insurance and self-insurance.

C. **NOTICE OF CANCELLATION OR CHANGE.** There shall be no cancellation, material change, potential exhaustion of aggregate limits or non-renewal of insurance coverage(s) without 30 days written notice from this Contractor or its insurer(s) to County. Any failure to comply with the reporting provisions of this clause shall constitute a material breach of Price Agreement and shall be grounds for immediate termination of this Price Agreement by County.



D. **CERTIFICATE(S) 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 Price Agreement. The Certificate(s) must specify all entities and individuals who are endorsed on the policy as Additional Insured (or Loss Payees). Contractor shall pay for all deductibles, self-insured retention and self-insurance, if any.

**21. NOTICE.** Except as otherwise expressly provided in this Price Agreement, any communications between the parties hereto or notices to be given hereunder shall be given in writing, to Contractor or County at the address or number set forth below or to such other addresses or numbers as either party may hereafter indicate in writing. Delivery may be by personal delivery, or mailing the same, postage prepaid.

A. Any communication or notice by personal delivery shall be deemed delivered when actually given to the designated person or representative.

B. Any communication or notice mailed shall be deemed delivered five (5) days after mailing. Any notice under this Price Agreement shall be mailed by first class postage delivered to:

To Contractor:

Albina Holdings, Inc. dba Albina Asphalt  
801 Main Street  
Vancouver, WA 98660

To County:

Procurement & Contracts Manager  
555 Court Street NE, Suite 5232  
P.O. Box 14500  
Salem, Oregon 97309

Copy to:

Marion County Public Works Department  
Operations Division  
Scott Wilson  
5155 Silverton Rd. NE  
Salem, OR 97305  
503-365-3129  
SWWilson@co.marion.or.us

**22. SURVIVAL.** All rights and obligations shall cease upon termination or expiration of this Price Agreement, except for the rights and obligations set forth in sections 2, 9, 10, 11, 12, 13, 15, 16, 17, 18, 19, 21 and 22.

**23. SEVERABILITY.** If any term or provision of this Price Agreement is declared illegal or in conflict with any law by a court of competent jurisdiction, the validity of the remaining terms and provisions that shall not be affected and the rights and obligations of the parties shall be construed and enforced as if the Price Agreement did not contain the particular term or provision held to be invalid.

**24. CONTRACTOR'S REPRESENTATIONS AND WARRANTIES.** Contractor represents and warrants to the County that:

A. Contractor has the power and authority to enter into and perform this Price Agreement.

B. This Price Agreement, when executed and delivered, is a valid and binding obligation of Contractor, enforceable in accordance with its terms.

C. Contractor (to the best of Contractor's knowledge, after due inquiry), for a period of no fewer than six calendar years preceding the effective date of this Price Agreement, faithfully has complied with:

i. All tax laws of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318;

- ii. Any tax provisions imposed by a political subdivision of this state that applied to Contractor, to Contractor’s property, operations, receipts, or income, or to Contractor’s performance of or compensation for any work performed by Contractor;
- iii. Any tax provisions imposed by a political subdivision of this state that applied to Contractor, or to goods, services, or property, whether tangible or intangible, provided by Contractor; and
- iv. Any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions.

**25. AGREEMENT DOCUMENTS; ORDER OF PRECEDENCE:** The Price Agreement consists of the Price Agreement and the attached Exhibits. In the event of a conflict, the order of precedence is as follows

- A. Price Agreement, less its exhibits
- B. Exhibit 1: Cost Proposal Submission Form
- C. Request for Proposals #PW1299-23 Section 5. Scope of Work: 1.0 Delivery Location, Schedule, Price Agreement/Pricing, and Applicable Specifications through Section 4. - Prevailing Wage Rates.

**26. CERTIFICATIONS AND SIGNATURE.** THIS PRICE AGREEMENT MUST BE SIGNED IN INK BY AN AUTHORIZED REPRESENTATIVE OF Contractor. The undersigned certifies under penalty of perjury both individually and on behalf of Contractor is a duly authorized representative of Contractor, has been authorized by Contractor to make all representations, attestations, and certifications contained in this Price Agreement and to execute this Price Agreement on behalf of Contractor.

**MARION COUNTY SIGNATURES**

**BOARD OF COMMISSIONERS:**

\_\_\_\_\_  
Chair Date

\_\_\_\_\_  
Commissioner Date

\_\_\_\_\_  
Commissioner Date

Authorized Signature: DocuSigned by:  
*Brian Melchias*  
9793BA7ACD6D443... 6/2/2023  
Department Director or designee Date

Authorized Signature: \_\_\_\_\_  
Chief Administrative Officer Date

Reviewed by Signature: DocuSigned by:  
*Jane E Vetto*  
D0CF5B04B9F483... 6/2/2023  
Marion County Legal Counsel Date

Reviewed by Signature: DocuSigned by:  
*Jeff D White*  
D1FC5AACCDB14CB... 6/1/2023  
Marion County Contracts & Procurement Date

**ALBINA HOLDINGS INC. DBA ALBINA ASPHALT SIGNATURE:**

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

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

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

## **Exhibits**

**Exhibit 1:** Cost Proposal Submission Form

**Exhibit 2:** Request for Proposals #PW1299-23: Section 5. Scope of Work, Subsections 1.0 Delivery Location, Schedule, Price Agreement/Pricing, and Applicable Specifications through 4.0 Prevailing Wage Rates.

**Exhibit 1  
Cost Proposal Submission Form**

**ATTACHMENT 4 - COST PROPOSAL SUBMISSION FORM**

**Company Name:** ALBENA HOLDINGS, INC. DBA ALBENA ASPHALT

**Contact Information:**

**Ordering:** SARAH MCKERNAN / KARL BURLINGAME 1-888-308-5581

**Sales:** KYLE ARNTSON (O) 360-816-8536 (C) 503-729-1966

**Support:** KYLE ARNTSON / TOM SCHAMBERGER / BERT PERISHO / JEFF HAYS / STEVE ALMOND

<b>Distribution Prices:</b>		
Distributor with Operator, Performance Grade Asphalt	Price Per Hour	\$ <u>450.00</u>
Distributor with operator, all other products	Price Per Hour	\$ <u>350.00</u>

<b>Freight &amp; Transportation Prices:</b>		
Freight Charges Per Mile	Price Per Mile	\$ <u>11.33</u>
		\$ _____
		\$ _____
Include Freight Table		<b>INCLUDED</b>

<b>Miscellaneous Prices:</b>		
Unload Time Allowed		<b>2 Hours</b>
Demurrage	Price Per Hour	\$ <u>150.00</u>

<b>Product Prices</b>		

Bid item	Product	Asphalt content (% residue)	Plant Location(s)	Price Per Ton
<b>A. Performance Grade (PG) Binder</b>				
A1	PG 64-22	100%		\$ <u>650.00</u>
				\$ _____
<b>B. Cationic Emulsified Asphalt</b>				
B1	CRS-1	60%		\$ <u>500.00</u>
B2	CRS-2	65%		\$ <u>540.00</u>

B3	CMS-2S	60%		\$ <u>590.00</u>
B4	CMS-2	65%		\$ <u>565.00</u>
B5	CSS-1	57%		\$ <u>500.00</u>
B6	CSS-1h	57%		\$ <u>500.00</u>
B7	BL-HRT	55%		\$ <u>NO BID</u>
B8	EB-RBC	60%		\$ <u>NO BID</u>
				\$ _____
				\$ _____

### C. Anionic Emulsified Asphalt

C1	HFRS-2	63%		\$ <u>600.00</u>
C2	HFMS-2	65%		\$ <u>610.00</u>
C3	HFMS-2S	65%		\$ <u>640.00</u>
				\$ _____

### D. Polymer-Modified Anionic Emulsified Asphalt

D1	HFMS-2SP	65%		\$ <u>650.00</u>
				\$ _____

### E. Polymer-Modified Emulsified Asphalt for Chip Seals

E1	HFRS-P1	65%		\$ <u>590.00</u>
E2	CRS-2P	65%		\$ <u>575.00</u>
E3	HFRS-P2	65%		\$ <u>615.00</u>
E4	RS-LTP	65%		\$ <u>640.00</u>
E5	CRS-3P	65%		\$ <u>590.00</u>
E6	PMCRS-2H	65%		\$ <u>590.00</u>
E-7	BL-3P	65%		\$ <u>NO BID</u>

### F. Cold-in-place Recycling Agents

F1	CMS-2RA	60%		\$ <u>650.00</u>
F2	HFMS-2RA	65%		\$ <u>650.00</u>
F3	ERA-EE	64%		\$ <u>600.00</u>

### G. Pre-Coated Aggregate Asphalt Surface Treatment Asphalt Binder

G1	AC15-5TR			\$ <u>NO BID</u>
G2	AC-15P	100%		\$ <u>725.00</u>
				\$ _____

<b>H. Emulsified Asphalt for Fog Coat (50% diluted)</b>				
H1	CSS-1	28.5%		\$ <u>300.00</u>
H2	CSS-1h	28.5%		\$ <u>300.00</u>
H3	HFRS-P1	32.5%		\$ <u>325.00</u>
H4	BL-Fog	30%		\$ <u>No Bid</u>
				\$ _____
<b>I. Polymer Modified Rejuvenating Emulsion (PMRE) for Scrub Seals</b>				
I1	PMRE			\$ <u>600.00</u>
				\$ _____

### Freight & Transportation Prices: Freight Table

MILES NOT OVER	US TON	MILES NOT OVER	US TON	MILES NOT OVER	US TON	MILES NOT OVER	US TON
		105	42.00	200	65.50	295	102.50
		110	43.00	205	67.00	300	103.50
20	19.00	115	43.50	210	68.50	310	106.00
25	20.50	120	44.50	215	70.50	320	107.50
30	22.00	125	46.00	220	71.50	330	110.50
35	23.00	130	46.50	225	73.00	340	112.50
40	24.50	135	47.50	230	75.50	350	114.00
45	25.50	140	50.00	235	77.50	360	118.00
50	26.50	145	52.00	240	78.00	370	120.00
55	27.50	150	54.00	245	78.50	380	123.50
60	30.00	155	55.00	250	79.50	390	126.50
65	31.50	160	55.50	255	90.50	400	128.00
70	33.00	165	56.50	260	92.50	410	130.50
75	35.00	170	58.50	265	94.50	420	134.00
80	36.00	175	59.00	270	95.50	430	137.00
85	36.50	180	61.00	275	96.50	440	139.50
90	38.50	185	62.00	280	98.00	450	142.50
95	39.50	190	63.00	285	99.00	460	143.50
100	41.50	195	64.00	290	101.00	470	145.50

FREIGHT RATE SHEET



## **EXHIBIT 2**

### **Request for Proposals #PW1299-23**

#### **Section 5. Scope of Work: 1.0 Delivery Location, Schedule, Price Agreement/Pricing, and Applicable Specifications through Section 4. - Prevailing Wage Rates.**

## **5. SCOPE OF WORK**

Proposers responding to this RFP must be capable of providing the following Goods and Services.

### **1.0 DELIVERY LOCATION, SCHEDULE, PRICE AGREEMENT/PRICING, AND APPLICABLE SPECIFICATIONS**

#### **1.1 Delivery Location and Schedule**

The delivery location and schedule will be specified in each Purchase Order issued under the Price Agreement.

#### **1.2 Price Agreement**

##### **1.2 (A) Price Agreement Protocol**

- The County will enter into a series of Price Agreements for the delivery and application of emulsified asphalt for County chip seal projects for emergency work, minor and ordinary repairs, and maintenance necessary to preserve County roads. Additional details on the scope of the goods and services are included within section 2.0 - Special Provisions, and Attachment A. - Sample Price Agreement.
- The County intends to issue Price Agreements to all qualified Proposers. Purchases will be made on an on-call basis through the issuance of Purchase Orders.
- Proposers are advised that there is no guarantee of any specific amount of purchases under any Price Agreement or the Price Agreement series. Notwithstanding the award of one or more Price Agreements, County may conduct separate solicitations or award project-specific contract or purchase orders for goods or services similar to what is describes within this Request for Proposal using any method allowed by law.

##### **1.2 (B) Contractor Selection**

This Price Agreement is one of a series of Price Agreements for Emulsified Asphalt. When the County requires goods and/or services under the Price Agreement series, the County must determine which Price Agreement under the series provides the best value for the specific goods and services required, and will be based on any or all of the following criteria:

- Product availability
- Price
- Schedule availability
- Distance from plant to jobsite
- Plant capacity
- Traffic congestion issues between plant and jobsite

- Availability of experienced distributor drivers
- Past performance on previous projects
- Out-of-season availability if needed
- Any other factor that will benefit Marion County

### **1.3 Prices**

Proposer's distribution prices, freight/transportation prices, miscellaneous prices and product prices set forth in Attachment 4 - Cost Proposal Submission Form.

### **1.4 Favorable Price and Terms**

The Proposer represents that all prices, terms and benefits offered by the Proposer are equal to or better than the equivalent prices, terms, and benefits being offered by the Proposer to any state or local government or commercial customer.

- Should the Contractor, during the term of the Price Agreement, enter into any contract, agreement or arrangement that provides lower prices, more favorable terms, or greater benefits to any state, local government or commercial customer, the Price Agreement will there upon be deemed amended to provide the same price or prices, terms, and benefits to the County.
- This provision applies to comparable services and to purchase volumes by the County, that are not less than the purchase volumes of the state, local government or commercial customer that received the lower prices, more favorable terms, or greater benefits.
- Donation of goods or services to charitable, non-profit organizations and are deductible under the federal Internal Revenue Code are not considered contracts, agreements or arrangements with other state, local government, or commercial customer.

### **1.5 Price Changes**

Prices listed in the Price Agreement and Attachment 4 - Cost Proposal Submission Form are the maximum price the Proposer may charge under any Purchase Order, not to include escalation or de-escalation. Proposer may charge less than the listed prices, or request the prices listed in the Price Agreement to be decreased at any time, by requesting the change from the Marion County Contract and Procurement Manager.

The Proposer may request a unit price increase, reflecting increase in operating or raw material costs, by submitting a request to the Marion County Contract and Procurement Manager, including sufficient price documentation to substantiate the request. No more than one unit price increase shall be allowed during any 12-month period for product and distribution prices, and any 6-month period for freight prices, and shall be limited to the most current year-over-year increase in the Portland Consumer Price Index, or similar index as determined by Marion County.

### **1.6 Addition of Products**

The Proposer may request to add products to its Price Agreement at any time during the term of the Price Agreement. The request must contain the name of the product, price per on, and any other costs associated with the Specifications. If the product is not included in the latest version of ODOT's "Asphalt Materials Standard Specifications", the Proposer shall submit the following product information for approval by Marion County Contract and Procurement Manager.

- Specifications

- Use
- Application Rates

Requests must be submitted to Marion County.

### 1.7 Asphalt Cement Material Price Escalation/De-escalation

An asphalt cement escalation/de-escalation clause will be in effect during the life of the Price Agreement.

- a. Monthly Asphalt Cement Material Price (MACMP)** - The Monthly Asphalt Cement Material Price (MACMP) is established by the Oregon Department of Transportation ("Agency") each month. For the actual MACMP, go to the Agency website at:

<https://www.oregon.gov/ODOT/Business/Pages/Asphalt-Fuel-Price.aspx>

The MACMP is based on selling prices of asphalt cement published by Poten & Partners, Inc. for primarily PG 64-22 paving grades in the Portland, Oregon area and typical non-modified paving grades in the Boise, Idaho area. The MACMP for a given month is the average of the weekly published prices for each area reported each Friday in that month. If any portion of the Project Site is located within the boundaries of ODOT Maintenance District 13 or 14, the MACMP will be based on the prices for the Boise, Idaho area.

If no portion of the Project Site is within the boundaries of ODOT Maintenance District 13 or 14, the MACMP will be based on the Portland, Oregon area prices, and will be binding for the entire duration of the Contract.

If the weekly prices cease to be available from Poten & Partners, Inc. for any reason, the Agency, in its discretion will select and begin using a substitute price source or index to establish the MACMP each month. The Agency does not guarantee that asphalt cement will be available at the MACMP.

- b. Base Asphalt Cement Material Price (Base)** - The base asphalt cement material price for this Project is the MACMP published on the Agency website for the month immediately preceding the Bid Opening date.

- c. Monthly Asphalt Cement Adjustment Factor** - The monthly asphalt cement adjustment factor will be determined each month as follows:

- If the MACMP is within  $\pm 5\%$  of the Base, there will be no adjustment.
- If the MACMP is more than 105% of the Base, then:

$$\text{Adjustment Factor} = (\text{MACMP}) - (1.05 \times \text{Base})$$

- If the MACMP is less than 95% of the Base, then:

$$\text{Adjustment Factor} = (\text{MACMP}) - (0.95 \times \text{Base})$$

### 1.8 Applicable Specifications

The Standard Specifications applicable to this RFP and project are located within the 2021 Oregon Standard Specifications for Construction, Parts 00200 through 03000, published by the Oregon Department of Transportation (ODOT) available at the following URL:

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

The General Conditions applicable to this RFP and project are located within the General Conditions for Construction for Marion County, v2021, Part 00100, available at the Marion County URL:

<https://www.co.marion.or.us/PW/Engineering/Documents/2021 MCPW General Conditions.pdf>

## 2.0 SPECIAL PROVISIONS

### 2.1 Emulsified Asphalt

The applicable Specifications are those contained in the current publication on the date the Project is advertised. The materials may be conditionally accepted at the source or point of loading for transport to the Project.

All goods provided under the Price Agreement must comply with the current edition of the ODOT's publication "Asphalt Material Standard Specifications" which is incorporated herein by reference.

<https://www.oregon.gov/ODOT/Construction/Pages/Pavement-Services-Index.aspx>

### 2.2 Cationic Emulsified Asphalt

Cationic emulsified asphalt furnished under this specification shall be an emulsion of asphalt cement, water and emulsifying agent. The emulsified asphalt shall be homogeneous. It shall show no separation of asphalt after thorough mixing within 30 days after delivery. It shall meet the following requirements when tested within 30 days of sampling according to AASHTO Method T 59.

GRADE	RAPID SETTING				MEDIUM SETTING						SLOW SETTING				
	CRS-1 <sup>(2)</sup>		CRS-2 <sup>(2)</sup>		CMS-2S		CMS-2		CMS-2h		CSS-1		CSS-1h		
	Min	Max	Min	Max	Min	Max	Min	Max	Min	Max	Min	Max	Min	Max	
<b>TESTS ON EMULSION:</b>															
Saybolt Viscosity @ 25°C (77°F), SFS												20	100	20	100
Saybolt Viscosity @ 50°C (122°F), SFS	20	100	150*	400	100*	450	100*	450	100	450					
Storage Stability, % (1 day)		1		1		1		1		1		1		1	
Demulsibility % <sup>(1)</sup>	40		40												
<b>Coating ability &amp; water resistance</b>															
Coating, dry aggregate					Good	Good	Good								
Coating, after spraying					Fair	Fair	Fair								
Coating, wet aggregate					Fair	Fair	Fair								
Coating, after spraying					Fair	Fair	Fair								
Particle charge test	Positive		Positive		Positive		Positive		Positive		Positive		Positive		
Sieve test, % <sup>(4)</sup>		0.10		0.10		0.10		0.10		0.10		0.10		0.10	
Cement mixing test, %												2.0		2.0	
<b>Distillation to 260°C (500°F)</b>															
Oil distillate, % (by volume of emulsion)		3		3		12 <sup>(3)</sup>		8 <sup>(3)</sup>		8 <sup>(3)</sup>		3 <sup>(3)</sup>		3 <sup>(3)</sup>	
Residue, % (by weight)	60		65		60		65		65		57		57		
<b>TESTS ON RESIDUE FROM DISTILLATION:</b>															
Penetration @ 25°C (77°F), 100g, 5s, dmm	100 <sup>(2)</sup>	250 <sup>(2)</sup>	100 <sup>(2)</sup>	250 <sup>(2)</sup>	100	250	100	250	40	90	100	250	40	90	
Ductility @ 25°C (77°F), cm	40		40		40		40		40		40		40		
Solubility in Trichloroethylene, %	97.5		97.5		97.5		97.5		97.5		97.5		97.5		

\* Modification of AASHTO M 208

- (1) The demulsibility test shall be performed within 30 days from date of shipment.
- (2) When CRS-1h or CRS-2h is specified, the penetration range is changed from 100-250 dmm to 40-90 dmm all other specification remain the same as CRS-1 or CRS-2.
- (3) Required under Oregon Administrative Rules, Chapter 340, Division 232-0120 - Department of Environmental Quality.
- (4) This test requirement on representative samples is waived, if successful application of the material has been achieved in the field. (per AASHTO M-140)

### 2.3 Anionic Emulsified Asphalt

Anionic emulsified asphalt furnished under this specification shall be an emulsion of asphalt cement, water and emulsifying agent. The emulsified asphalt shall be homogeneous. It shall show no separation of asphalt after thorough mixing within 30 days after delivery. It shall meet the following requirements when tested within 30 days of sampling according to AASHTO Method T 59 as modified.

GRADE	HFRS-2		HFMS-2		HFMS-2S	
	Min	Max	Min	Max	Min	Max
<b>TESTS ON EMULSION:</b>						
Saybolt Viscosity @ 25°C , SFS			100		50	
Saybolt Viscosity @ 50°C , SFS	50*	400				
Sieve Test, %		0.10		0.10		0.10
Storage Stability, % (1 day)		1		1		1
Demulsibility, %	30*					
Distillation to 260°C :						
Oil Distillate, % (by volume of emulsion)		7*		7*	1	7
Residue, % (by weight)	63		65		65	
<b>TESTS ON RESIDUE FROM DISTILLATION:</b>						
Penetration @ 25°C , 100g, 5s, dmm	90*	200	100	300*	200	
Ductility @ 25°C , cm	40		40			
Float Test @ 60°C , seconds	1200		1200		1200	

### 2.4 Polymer-Modified Anionic Emulsified Asphalt

**General Requirements:** This specification has been designed to yield a set of distinguishing characteristics for a polymer-modified emulsion. The binder is not a conventional asphalt cement. The asphalt must be polymerized before emulsification. It shall show no separation of asphalt after thorough mixing within 14 days after delivery. It shall meet the following requirements when tested within 14 days of sampling according to AASHTO Method T 59 as modified.

GRADE	HFMS-2SP	
	Min	Max
<b>TESTS ON EMULSION:</b>		
Saybolt Viscosity @ 50°C , SFS	50	
Sieve Test, %		0.10
Storage Stability: The material after setting undisturbed for 24 hours shall show no white, milky separation, but shall be smooth and homogeneous throughout		
Distillation to 204°C : <sup>(1)</sup>		
Oil Distillate, % (by volume of emulsion)		7.0
Residue, % (by weight)	65 <sup>(4)</sup>	
<b>TESTS ON RESIDUE FROM DISTILLATION:</b>		
Penetration @ 25°C , 100g, 5s, dmm	300	

Float Test @ 60°C , sec	1200	
Solubility in Trichloroethylene, %	97.5	
Test on Residue from Rolling Thin Film Oven <sup>(2)</sup> :		
Elastic recovery, % <sup>(3)</sup>	25	

- (1) AASHTO T 59 with modifications to include a  $204 \pm 6^\circ\text{C}$  maximum temperature to be held for 15 minutes.
- (2) AASHTO T 240, Rolling Thin Film Oven Test.
- (3) ODOT TM 429, Elastic Recovery - method of testing on file at ODOT Materials Laboratory in Salem, Oregon.
- (4) The combined percentage of the residue portion and the oil portion from the residue by distillation test shall be 70.0% minimum.
- \* Modification of AASHTO M 140

## 2.5 Polymer Modified Emulsified Asphalt for Chip Seals

**General Requirements:** This specification has been designed to yield a set of distinguishing characteristics for a polymer-modified emulsion. It is for use in chip seal projects where early chip retention and resistance to chip loss is an important objective. The binder is not a conventional asphalt cement. The asphalt must be polymerized before shipment. It shall show no separation of asphalt after thorough mixing within 14 days after delivery. It shall meet the following requirements when tested within 14 days of sampling according to AASHTO Method T 59 as modified.

GRADE	HFRS-P1		CRS-2P		HFRS-P2		RS-LTP	
	Min	Max	Min	Max	Min	Max	Min	Max
<b>TESTS ON EMULSION:</b>								
Saybolt Viscosity @ 50°C (122°F), SFS	100		100	400	100		100	
Sieve Test, %		0.10		0.10		0.10		0.10
Storage Stability, % (1 day)		1.0		1.0		1.0		1.0
Demulsibility, %	30		40		40		60	
Distillation:								
Oil distillate, % (by volume of emulsion)		3.0		3.0		2.0		3.0
Residue, % (by weight)	65 <sup>(1)</sup>		65 <sup>(2)</sup>		65 <sup>(1)</sup>		65 <sup>(1)</sup>	
<b>TESTS ON RESIDUE FROM:</b>								
	<b>DISTILLATION</b>				<b>DISTILLATION</b>			
Penetration @ 25°C (77°F), 100g, 5s, dmm	90	200	90	200	90	200	150	300
Float Test @ 60°C (140°F), seconds	1200				1200			
Solubility in Trichloroethylene, % <sup>(4)</sup>	97.5		97.5		97.5			
Elastic Recovery, % <sup>(5)</sup> or	30		45		58		45	

- (1) AASHTO T 59 with modifications to include a  $204 \pm 5^\circ\text{C}$  ( $400 \pm 10^\circ\text{F}$ ) maximum temperature to be held for 15 minutes.
- (2) AASHTO T 59 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.
- (4) AASHTO T 44, Solubility of Bituminous Materials. May be waived if polymer modification interferes with test accuracy.
- (5) ODOT TM 429, Elastic Recovery – method of testing on file at ODOT Materials Laboratory in Salem, Oregon.

## 2.6 Polymer Modified Rejuvenating Asphalt Emulsion

**General Requirements:** Polymer Modified Rejuvenating Asphalt Emulsion (PMRE) is designed for used for use in chip seals, scrub seals, and fog seals, and may also stored for use as tack coat.

Submit documentation, dilution rate, and application rates with the Request for Proposal.

<b>Properties</b>	<b>Method</b>	<b>Min</b>	<b>Max</b>
Saybolt Viscosity @77°F (sfs)	ASTM D244	50	150
Sieve test %	ASTM D244	0.1	0.1
Storage Stability, 24 hours, %	ASTM D244		1.0
Test on residue by:		ASTM D244 Distillation To 177°C	
Residue Content, %	ASTM D244	65 min	
Oil Distillate, % by volume	ASTM D244		0.5
Viscosity (Note 3), 60C, Poise	ASTM D2171		5,000

### **2.7 Non-Polymer-Modified Emulsified Asphalt**

Furnish CRS-2 or HRFS-2 Emulsified Asphalt as directed by the Agency.

### **2.8 Polymer-Modified Emulsified Asphalt**

Furnish CRS-2P or HFRS-P1 as directed by the Agency.

### **2.9 Emulsified Asphalt for Fog Coat (50% diluted)**

Provide CSS-1, CSS-1h, HFRS-P1, CMS-2RA, or HFMS-2RA emulsified asphalt for the fog coat.

Excessive delay in the use of the emulsified asphalt or excessive pumping of the emulsified asphalt may significantly reduce the viscosity and may make the material unsuitable for surface treatment use. For this reason limit pumping between the bulk storage tank, hauling transportation, field storage tanks and distributor to an absolute minimum to maintain proper viscosity. Final acceptance of emulsified asphalt will be at the point of application.

### **2.10 Acceptance of Emulsified Asphalt**

In Section 00710.11(c) of the 2021 Standard Specification for Construction In the paragraph that begins "Obtain samples of Emulsified Asphalt according to AASHTO T 40..." replace the words "AASHTO T 40" with the words "AASHTO R 66".

### **2.11 Asphalt Distributor**

Furnish an asphalt distributor designed, equipped, maintained, and operated so the emulsified asphalt material may be applied uniformly at even heat. The distributor shall be capable of applying the asphalt on variable surface widths up to 16 feet, at readily determined and controlled rates from 0.05 - 2.0 gallons per square yard, and with uniform pressure. The variation allowed from any specified rate shall not exceed 0.02 gallons per square yard. The distributor equipment must include a tachometer, pressure gauges, accurate volume measuring devices and a thermometer for measuring temperature of tank contents. Distributor must be equipped with a positive power unit for the asphalt pump, and full circulation spray bars adjustable both laterally and vertically. Contractor shall set the bar height for triple lap coverage. Leave a minimum of 200 gallons of emulsified asphalt in the distributor tank at all times.

Apply the emulsified asphalt at a temperature between 140 °F and 185 °F as recommended by the manufacturer.

Contractor's distribution equipment must be in good working order, and Contractor must provide experienced, competent distributor drivers who perform Services meeting the following standards:

1. Hit a start without having to overlap by more than a foot.
2. Maintain a line of travel so as not to miss the edge of the road or match the meet line.
3. Paint in radius timely enough to allow the oil to be covered and rolled before it sets up.
4. Keep the screen clean so the truck will be able to flow at the proper shot rate.
5. Keep the nozzles clean so as not to leave streaks.

### **3.0 PAYMENT AND INVOICES**

Payment will be made in accordance with Proposer's adherence to and fulfillment of set requirements within section 2.0 - Special Provisions.

The Proposer shall submit invoices to the address indicated on the Purchase Order

The invoice shall include the following:

- Purchase Agreement number and Purchase Order number
- Name of Marion County employee who placed the order
- Include the following:
  - f. The quantity of goods ordered
  - g. The quantity of goods delivered
  - h. The date the goods were delivered
  - i. The price per unit, including escalation or de-escalation, if applicable
  - j. Total cost for goods
- All charges or credits pertaining to an order shall be included on the same invoice. Separate invoices for escalation or de-escalation, demurrage, or other charges will not be accepted.
- Invoices that do not comply with the requirements of this section or contain errors will promptly be returned to the contractor for corrections and then must be resubmitted. An invoice will not be considered received unless it complies with all requirements.

### **4.0 PREVAILING WAGE RATES**

**4.1** The Contractor and all subcontractors shall comply with the provisions of ORS 279C.800 through 279C.870, relative to Prevailing Wage Rates and the required Public Works bond. This requirement applies to all Purchase Orders for Services issued under this Price Agreement regardless of the dollar amount of the Purchase Order.

**4.2** Before starting Work the Proposer shall file with the Construction Contractors Board, and maintain in full force and effect, the separate Public Works bond required by ORS 279C.836 and OAR 839-025-0015, unless otherwise exempt under those provisions. The Proposer shall also include in every subcontract a provision requiring the Subcontractor to have a Public Works bond filed with the Construction Contractors Board before starting Work, unless otherwise exempt, and shall verify that the Subcontractor has filed a Public Works bond before permitting the Subcontractor to start Work.

**4.3** This Price Agreement (and any applicable POs) is subject to the following Bureau of Labor and Industries ("BOLI") wage rate requirements and the prevailing wage rates set forth in the following booklet published January 5, 2023, as amended, which while not physically attached, is incorporated herein by reference with the same force and effect as though fully set forth herein, and is available at the following website:



These BOLI wage rates are available on-line at:

[http://www.oregon.gov/boli/WHD/PWR/Pages/pwr\\_state.aspx](http://www.oregon.gov/boli/WHD/PWR/Pages/pwr_state.aspx)

**4.4** The fee required by ORS 279C.825(1) will be paid by County to the Commissioner of the Bureau of Labor and Industries under the administrative rules of the Commissioner.

**4.5** The Proposer must comply with all of the Oregon Revised Statutes for Public Works Contracts.

As required for public contracts subject to ORS Chapter 279B, the Supplier must comply with the following:

1. Proposer shall not employ any person performing work under this Price Agreement for more than ten hours in any one day, or 40 hours in any one week, except in cases of necessity, emergency, or where the public policy absolutely requires it. Proposer shall pay all individuals performing work under this Price Agreement at least time-and-a-half pay:
  - for all overtime in excess of eight hours a day or 40 hours in any one week when the work week is five consecutive days, Monday through Friday;
  - for all overtime in excess of 10 hours a day or 40 hours in any one week when the work is four consecutive day, Monday through Friday; and
  - for all work performed on Saturday or Sunday and any legal holiday specified in ORS 279B.020.
2. Proposer must give notice to employees who work on a public contract in writing, either at the time of hire or before commencement of work on the contract, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week that employees may be required to work.

\*End of Price Agreement.