



# Contract Review Sheet

PW-5939-24

Contract for Services #: PW-5939-24 Amendment #: \_\_\_\_\_

Contact: Chalyce MacDonald Department: Public Works Department

Phone #: (503) 566-4139 Date Sent: Wednesday, March 6, 2024

Title: Supply and Delivery of Aggregate Rock Products for 2024 MC Chip Seal Program

Contractor's Name: Riverbend Materials, A CRH Company

Term - Date From: Execution Expires: December 31, 2024

Original Contract Amount: \$ 330,400.00 Previous Amendments Amount: \$ -

Current Amendment: \$ - New Contract Total: \$ 330,400.00 Amd% 0%

Incoming Funds  Federal Funds  Reinstatement  Retroactive  Amendment greater than 25%

Source Selection Method: 20-0255 Invitation to Bid ITB# PW1486-24

### Description of Services or Grant Award

Contract for Services with Riverbend Materials for Project: Chip Seal Aggregate for the 2024 Marion County Chip Seal Program, including supply and delivery.

Desired BOC Session Date: 3/27/2024 Files submitted in CMS for Approval: 3/6/2024

Agenda Planning Date: 3/14/2024 Printed packets due in Finance: 3/12/2024

Management Update: 3/12/2024 BOC upload / Board Session email: 3/13/2024

BOC Session Presenter(s) Scott Wilson

### FOR FINANCE USE

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

Comments: Y

### REQUIRED APPROVALS

\_\_\_\_\_  
Finance - Contracts Date

\_\_\_\_\_  
Contract Specialist Date

\_\_\_\_\_  
Legal Counsel Date

\_\_\_\_\_  
Chief Administrative Officer Date



MARION COUNTY BOARD OF COMMISSIONERS

Board Session Agenda Review Form

Meeting date: March 27, 2024

Department: Public Works

Title: Aggregate Materials for 2024 Chip Seal Program, Contract for Services with RiverBend Materials

Management Update/Work Session Date: March 12, 2024 at 9:30 AM Audio/Visual aids

Time Required: 5 min Contact: Scott Wilson Phone: 503-365-3129

Requested Action: Approval of Contract for Services with RiverBend Materials for the purchase and delivery of chip seal aggregate, PW-5939-24.

Issue, Description & Background: The chip seal pavement preservation process involves the spraying of liquid asphalt on the road surface, and covering the material with a layer of aggregate. The aggregate needed for chip seals has unique specifications required for this application. The Contract for Services with RiverBend Materials is for a one-year term, and is expected to fulfill this summer's workload.

Financial Impacts: For FY 24/25, the Contract for Services payment amount for the aggregate is \$330,400.00, and was awarded through an Invitation to Bid. This is a budgeted expenditure.

Impacts to Department & External Agencies: Chip seal treatments are an effective pavement maintenance treatment that provides a durable waterproof wear course and extends the life of our existing pavements. Public Works is targeting about 57 miles of roads this summer for chip seals and will be focusing in the southern portion of Marion County.

List of attachments: Contract PW-5939-24, map of service radius, RiverBend Bid

Presenter: Scott Wilson

Department Head Signature: DocuSigned by: Brian Nicholas 9793BA7ACD6D443...

**MARION COUNTY  
CONTRACT FOR SERVICES  
PW-5939-24**

This Contract is between Marion County (a political subdivision of the State of Oregon) hereinafter called County, and RiverBend Materials, a Corporation hereinafter called Contractor.

Contractor agrees to perform, and County agrees to pay for, the services and deliverables described in Exhibit A (the “Work”).

**1. TERM**

This Contract is effective on the date it has been signed by all parties and all required County approvals have been obtained. This Contract expires on **December 31, 2024**.

**2. CONSIDERATION**

- A. The maximum, not-to-exceed compensation payable to Contractor under this Contract, which includes any allowable expenses, is **\$330,400.00**. County will not pay Contractor any amount in excess of the not-to-exceed compensation of this Contract for completing the Work and will not pay for Work performed before the date this Contract becomes effective or after the termination of this Contract. If the maximum compensation is increased by amendment of this Contract, the amendment must be fully effective before Contractor performs Work subject to the amendment.
- B. Interim payments to Contractor shall be made in accordance with the payment schedule and requirements in Exhibit A.
- C. If specified below, county’s payments to Contractor under this agreement will be paid in whole or in part with federal funds. If so specified, by signing this agreement, Contractor certifies neither it nor its employees, contractors, subcontractors or subgrantees who will perform the Project activities are currently employed by an agency or department of the federal government.

In accordance with 2 CFR 200.331, Contractor has been designated:

- Subrecipient
- Contractor/Vendor
- Not applicable – (there are no federal funds tied to the contract)

**3. COMPLIANCE WITH STATUTES AND RULES**

- A. County and Contractor agree to comply with the provisions of this Contract, its exhibits and attachments 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 Contractor. Failure of Contractor or County to comply with the provisions of this Contract and all applicable federal, state, and local statutes and rules shall be cause for termination of this Contract as specified in sections concerning recovery of funds and termination.

County’s performance under this Contract is conditioned upon Contractor's compliance with the obligations intended for contractors under ORS 279B.220, 279B.225 (if applicable to this Contract),

279B.230, 279B.235 (if applicable to this Contract) and ORS 652, which are incorporated by reference herein.

- B. Contractor must, throughout the duration of this Contract 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 28. C. (i) through (iv) of this Contract.

Any violation of subsection B of this section shall constitute a material breach of this Contract. Further, any violation of Contractor’s warranty, in subsection 28.C of this Contract, 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 Contract. Any violation shall entitle County to terminate this Contract, to pursue and recover any and all damages that arise from the breach and the termination of this Contract, and to pursue any or all of the remedies available under this Contract, at law, or in equity, including but not limited to:

- i. Termination of this Contract, in whole or in part;
  - ii. 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
  - iii. Initiation of an action or proceeding for damages, specific performance, declaratory or injunctive relief. County shall be entitled to recover any and all damages suffered as the result of Contractor’s breach of this Contract, including but not limited to direct, indirect, incidental and consequential damages, costs of cure, and costs incurred in securing replacement Goods and Services.
- C. These remedies are cumulative to the extent the remedies are not inconsistent, and County may pursue any remedy or remedies singly, collectively, successively, or in any order whatsoever.

**4. 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.

**5. TIME IS OF THE ESSENCE**

Contractor agrees that time is of the essence in the performance of this Contract.

**6. 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 Contract 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 Contract. County may terminate this Contract upon written notice to Contractor after reasonably determining that the delay or breach will likely prevent successful performance of this Contract.

## **7. FUNDING MODIFICATION**

- A. County may reduce or terminate this Contract 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 County reduces, changes, eliminates, or otherwise modifies the funding for any of the services identified, Contractor agrees to abide by any such decision including termination of service.

## **8. RECOVERY OF FUNDS**

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

Any County funds spent for purposes not authorized by this Contract and payments by County in excess of authorized expenditures shall be deducted from future payments or refunded to 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 contract period excess payments and un-recovered advanced payments provided by County. Repayment of prior period obligations shall be made to County in a manner agreed on.

## **9. ACCESS TO RECORDS**

- A. Contractor shall permit authorized representatives of County, State of Oregon, or the applicable audit agencies of the U.S. Government to review the records of Contractor as they relate to the Contract services in order to satisfy audit or program evaluation purposes deemed necessary by 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 Contract shall be retained for a minimum of three (3) years after the end of the Contract 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.

## **10. 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 Contract. Such assurances provided by Contractor shall be supported by documentation in Contractor's possession from third parties.

## **11. CONFIDENTIALITY OF RECORDS**

- A. Contractor shall not use, release, or disclose any information concerning any employee, client, applicant or person doing business with County for any purpose not directly connected with the administration of County's or Contractor's responsibilities under this Contract except upon written consent of County, and if applicable, the employee, client, applicant or person.

- B. Contractor shall ensure that its agents, employees, officers, and subcontractors with access to County and Contractor records understand and comply with this confidential provision.
- C. If Contractor receives or transmits protected health information, Contractor shall enter into a Business Associate Agreement with County, which shall become part of this Contract, if attached hereto.
- D. Client records shall be kept confidential in accordance with ORS 179.505, OAR 309-11-020, 45 CFR 205.50 and 42 CFR Part 2 as applicable.

## **12. INDEMNIFICATION AND INSURANCE**

- A. Contractor shall defend, save, indemnify, and hold harmless 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 Contract. 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 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 23 prior to performing under this Contract and shall maintain the required insurance throughout the duration of this Contract 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.

## **13. EARLY TERMINATION**

This Contract may be terminated as follows:

- A. County and Contractor, by mutual written agreement, may terminate this Contract at any time.
- B. County in its sole discretion may terminate this Contract for any reason on 30 days written notice to Contractor.
- C. Either County or Contractor may terminate this Contract in the event of a breach of the Contract 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 Contract at any time thereafter by giving a written notice of termination.
- D. Notwithstanding section 13C, County may terminate this Contract 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 Contract.

**14. PAYMENT ON EARLY TERMINATION**

Upon termination pursuant to section 13, payment shall be made as follows:

- A. If terminated under 13A or 13B for the convenience of County, County shall pay Contractor for Work performed prior to the termination date if such Work was performed in accordance with the Contract. County shall not be liable for direct, indirect, or consequential damages. Termination shall not result in a waiver of any other claim County may have against Contractor.
- B. If terminated under 13C by Contractor due to a breach by County, then County shall pay Contractor for Work performed prior to the termination date if such Work was performed in accordance with the Contract.
- C. If terminated under 13C or 13D by County due to a breach by Contractor, then County shall pay Contractor for Work performed prior to the termination date provided such Work was performed in accordance with the Contract less any setoff to which County is entitled.

**15. INDEPENDENT CONTRACTOR**

- A. Contractor is a separate and independently established business, retains sole and absolute discretion over the manner and means of carrying out Contractor’s activities and responsibilities for the purpose of implementing the provisions of this Contract, and maintains the appropriate license/certifications, if required under Oregon Law. This Contract 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 Contract. 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 contract with other parties for the duration of the Contract.
- B. SUBCONTRACTING/NONASSIGNMENT. No portion of the Contract may be contracted or assigned to any other individual, firm or entity without the express and prior approval of County.

**16. GOVERNING LAW AND VENUE**

This Contract shall be governed by the laws of the State of Oregon. Any action commenced in connection with this Contract shall be in the Circuit Court of Marion County. All rights and remedies of 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 County according to law.

**17. OWNERSHIP AND USE OF DOCUMENTS**

All documents, or other material submitted to County by Contractor shall become the sole and exclusive property of County. All material prepared by Contractor under this Contract may be subject to Oregon’s Public Records Laws.

**18. NO THIRD-PARTY BENEFICIARIES**

- A. County and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms.

- B. Nothing in this Contract 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 Contract and expressly described as intended beneficiaries of this Contract.

**19. SUCCESSORS IN INTEREST**

The provisions of this Contract shall be binding upon and inure to the benefit of the parties and their successors and approved assigns.

**20. MERGER CLAUSE**

This Contract and the attached exhibits constitute the entire agreement between the parties.

- A. All understandings and agreements between the parties and representations by either party concerning this Contract are contained in this Contract.
- B. No waiver, consent, modification or change in the terms of this Contract shall bind either party unless in writing signed by both parties.
- C. Any written waiver, consent, modification, or change shall be effective only in the specific instance and for the specific purpose given.

**21. WAIVER**

The failure of any Party to enforce any provision of this Contract shall not constitute a waiver by that Party or any other provision. Waiver of any default under this Contract by any Party shall not be deemed to be a waiver of any subsequent default or a modification of the provisions of this Contract.

**22. REMEDIES**

In the event of breach of this Contract, the Parties shall have the following remedies:

- A. If terminated under 13C by County due to a breach by Contractor, County may complete the Work either itself, by agreement with another contractor, or by a combination thereof. If the cost of completing the Work exceeds the remaining unpaid balance of the total compensation provided under this Contract, then Contractor shall pay to County the amount of the reasonable excess.
- B. In addition to the remedies in sections 13 and 14 for a breach by Contractor, County also shall be entitled to any other equitable and legal remedies that are available.
- C. If County breaches this Contract, Contractor's remedy shall be limited to termination of the Contract and receipt of Contract payments to which Contractor is entitled.

**23. INSURANCE**

- A. **REQUIRED INSURANCE.** Contractor shall obtain at Contractor's expense the insurance specified in this section prior to performing under this Contract and shall maintain it in full force and at its own expense throughout the duration of this Contract 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. PROFESSIONAL LIABILITY. Covering any damages caused by an error, omission or any negligent acts related to the services to be provided under this Contract. Contractor shall provide proof of insurance of not less than the following amounts as determined by County:

- Required by County  Not required by County.
- \$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

- iii. CYBER LIABILITY. Covering network security, breach of data, and coverage for regulatory fines and fees imposed against County due to failures in products and services provided under this Contract. Cyber Liability coverage must include errors, omissions, negligent acts, denial of service, media liability (including software copyright), dishonesty, fraudulent or criminal acts by a person or persons whether identified or not, intellectual property infringement, computer system attacks, unauthorized access and use of computer system, regulatory actions, and contractual liability.

- Required by County  Not required by County.
- \$2,000,000 Per occurrence limit for any single claimant; and
- \$5,000,000 Per occurrence limit for multiple claimants
- Exclusion Approved by Information Technology Director and Risk Manager

- iv. COMMERCIAL GENERAL LIABILITY. Covering bodily injury, death, and property damage in a form and with coverages that are satisfactory to 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 County:

- Required by County  Not required by County.

**Minimum Limits:**

- \$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

- v. 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 County:

- Required by County  Not required by County.

**Minimum Limits:**

- 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 Contract 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 Contract. 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 Contract and shall be grounds for immediate termination of this Contract 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 Contract. 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.

**24. NOTICE**

Except as otherwise expressly provided in this Contract, 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 email set forth below or to such other addresses or emails 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 Contract shall be mailed by first class postage delivered to:

To Contractor:  
 Riverbend Materials  
 Attn: Woody Statler  
[Woodrow.statler@rbmaterials.com](mailto:Woodrow.statler@rbmaterials.com)  
 3723 Fairview Industrial Drive Suite 160  
 Salem, Oregon 97302

To County  
 Public Works Contracts  
 Attn: Scott Wilson  
[PWContracts@co.marion.or.us](mailto:PWContracts@co.marion.or.us)  
 5155 Silverton Rd NE  
 Salem, Oregon 97305

**25. SURVIVAL**

All rights and obligations shall cease upon termination or expiration of this Contract, except for the rights and obligations set forth in sections 2, 7, 8, 9, 10, 11, 12, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 25 and 26.

**26. SEVERABILITY**

If any term or provision of this Contract 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 Contract did not contain the particular term or provision held to be invalid.

**27. AMENDMENTS**

This agreement may be amended if mutually agreed to by both parties.

A. Anticipated Amendments

This is anticipated to be amended for the following reasons:

- i. To add additional terms and add funds to cover those additional terms.
- ii. To adjust the rate

B. Unanticipated Amendments

All other amendments for purposes not listed as Anticipated Amendments will be deemed Unanticipated Amendments.

**28. CONTRACTOR’S REPRESENTATIONS AND WARRANTIES**

Contractor represents and warrants to County that:

- A. Contractor has the power and authority to enter into and perform this Contract.
- B. This Contract, 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 Contract, 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.
- D. Any Goods delivered to County under this Contract, and Contractor’s Services rendered in the performance of Contractor’s obligations under this Contract, shall be provided to County free and clear of any and all restrictions on or conditions of use, transfer, modification, or assignment, and shall be free and clear of any and all liens, claims, mortgages, security interests, liabilities, charges, and encumbrances of any kind.

**29. CERTIFICATIONS AND SIGNATURE. THIS CONTRACT MUST BE SIGNED 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 Contract and to execute this Contract on behalf of Contractor.

**MARION COUNTY SIGNATURES  
BOARD OF COMMISSIONERS:**

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

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

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

Authorized Signature: \_\_\_\_\_  
Department Director or designee Date

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

Reviewed by Signature: \_\_\_\_\_  
Marion County Legal Counsel Date

Reviewed by Signature: \_\_\_\_\_  
Marion County Contracts & Procurement Date

**RIVERBEND MATERIALS SIGNATURE**

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

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

**EXHIBIT A**  
**STATEMENT OF WORK**

**1. STATEMENT OF SERVICES**

Contractor shall perform Services as described below.

A. GENERAL INFORMATION. On an annual basis, the Marion County Public Works Department completes a chip sealing process, utilizing chip seal aggregate, to repair and maintain roadways within Marion County. The 2024 Marion County Chip Seal Program begins on April 1, 2024 and concludes on October 31, 2024. The Contractor will supply and deliver chip seal aggregate in accordance with the set requirements specified within sections below.

B. REQUIRED SERVICES, DELIVERABLES AND DELIVERY SCHEDULE.

**I. Contractor Requirements for the Supply, Delivery, and Storage of Chip Seal Aggregate**

A. Contractor shall supply, deliver, and stockpile chip seal aggregate in accordance with all set standards within the 2021 Oregon Standard Specifications for Construction, Section 00710.10, Single Application Emulsified Asphalt Chip Seal, Aggregates.

B. The Contractor shall provide a stockpile location with a hard surface for chip seal aggregate within an eight-mile radius of the intersection of Shaff Rd SE & Marion Rd SE, as shown in Attachment 1.

i. Contractor shall provide a stockpile location at the following address:  
Hidroy Yard  
4105 Lancaster Dr. SE  
Salem, Oregon 97317

ii. Contractor shall provide a secure storage site at Hidroy Yard to accommodate County owned and operated front-end loader. The loader will be stored onsite during the term of the Contract.

C. The Contractor shall supply and deliver 11, 200 tons of 3/8” – No. 08 of chip seal aggregate to the stockpile location.

i. Supply and deliver half (5,600 tons of 3/8” – No. 4) of chip seal aggregate no later than May 1, 2024, and the complete amount (11,200 tons of 3/8” – No. 4) no later than July 1, 2024.

ii. Contractor shall supply and deliver the complete amount of chip seal aggregate at the earliest possible date within the term of the Contract.

iii. Contractor shall deliver Chip Seal Aggregate to the stockpile location in accordance with set requirements.

a. Monday through Friday from 7:00 a.m. to 4:00 p.m

- b. In accordance with ORS 279B.020, Chip Seal Aggregate delivery is not permitted on Saturday, Sunday, or holidays, unless approved by the County.
  - c. Provide a minimum of 48-hour notice to Pete DeLapp, Road Operations Supervisor (503-365-3113 / [PDeLapp@co.marion.or.us](mailto:PDeLapp@co.marion.or.us)), to provide the County with sufficient time to schedule personnel and equipment.
  - d. Furnish sufficient trucking to guarantee that the delivery of chip seal aggregate is a continuous operation and limited to no more than a few days.
- D. As required for public contracts subject to ORS 279B, the Contractor must comply with the following:
- i. A person may not be required or permitted to labor more than 10 hours in any one day, or 40 hours in any one week, except in cases of necessity or emergency or when the public policy absolutely requires it, in which event, the person employed for excessive hours shall receive at least time and a half pay.
    - a. For all overtime in excess of eight hours in any one day or 40 hours in any one week when the work week is five consecutive days, Monday through Friday; and
    - b. For all overtime in excess of 10 hours in any one day or 40 hours in any one week when the work week is four consecutive days, Monday through Friday; and
    - c. For all work performed on Saturday and Sunday, and any legal holiday specified in ORS 279B.020.
  - ii. Contractor 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.

**II. Contractor will provide Chip Seal Aggregate that meets the criteria, as follows:**

- 1. Fractured Faces: Provide aggregates consisting of broken stone, crushed gravel, or a combination of both. Crush aggregates, such that at least 90% by weigh of the total Aggregate retained on the No. 8 and larger sieves is fractured on two faces, as determined according to the AASHTO T 335.
- 2. Grading: Perform Sieve analysis according to AASHTO T 27 and AASHTO T 11. Provide grading for the following:

Sieve Size	Graded Medium 3/8" – No. 4
	Percent Passing (by Weight)
3/4"	-

1/2"	100
3/8"	80 – 100
1/4"	10 – 40
No. 4	-
No. 8	0 – 6
No. 30	0 – 2
No. 200 (wet)	0.0 – 2.0
No. 200 (wet)*	0.0 – 1.0

\*In gravels

3. Unit Weight of Aggregate: Provide aggregate with a minimum unit weight of 90 pounds per cubic foot according to AASHTO T 19.
4. Soundness: Provide course and fine aggregate with a weighted loss not exceeding 12 percent when subjected to the five cycles of the soundness test using sodium sulfate solution according to AASHTO 104.
5. Durability: Provide aggregates meeting the following durability requirements:

Test	Test Method		Maximum
	ODOT	AASHTO	Values
Abrasion Degradation (course Aggregate)		T96	30.0%
Passing No. 20 Sieve	TM 208		30.0%
Sediment Height	TM 208		3.0"

6. Harmful Substances: Provide aggregates meeting the following harmful substances requirements:

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

When dirt, dust, and clay are not completely removed during the dry screening, wash aggregates with water until all harmful material has been removed.

7. Sand Screw Water Bath: If a sand screw water bath is used, the sand screw water bath shall be recycled a minimum of three times per hour.
8. Asphalt stripping: Unless mineral aggregate furnished by the Contractor for use in the work has a record of satisfactory performance it may be subjected to the "Stripping Test for Bituminous Aggregate Mixtures, ODOT TM 209," using a sample of the asphalt to be used in the major portion of the work, and when so tested, the retention of the asphalt shall by observation be above 95%.
9. Contractor Quality Control: A subplot equals 500 ton. Test chip seal aggregate as follows:
  - a. Grading (Section II.2) 1 per subplot and at the start of production.
  - b. Durability (Section II.5) at the beginning of production.
  - c. Harmful Substances (Section II.6) 1 per subplot and at the start of production.
10. Acceptance of Aggregate: The Contractor's quality controls tests will be used for acceptance of aggregates if verified by the County's quality assurance program. The County will perform quality assurance testing every 5,000 ton of chip seal aggregate produced.
11. Aggregate Stockpile: The suppliers furnish a stockpile area with a hard surface of asphalt, concrete, or 6" of compacted aggregate. Do not segregate or contaminate the material when stockpiling.
12. Measurement: Chip seal aggregate will be measured on the weight basis, per ton.

### **III. Payment Protocol and Procedures for County and Contractor**

- A. The accepted quantities of chip seal aggregate by County shall be paid according to weigh tickets, per ton.
  - B. Payment will be made in full by County when Contractor supplies, delivers, and stockpiles chip seal aggregate in accordance with set requirements, which includes the provision of equipment, labor, and incidentals necessary to complete the work specified.
  - C. No separate or additional payments will be made by County for Contractor trucking or furnishing the stockpile area.
  - D. The price quoted shall be the net price, Free on Board (FOB), from the Contractor's plant to the stockpile location.
  - E. The County shall make payment within thirty days of receipt of the Contractor's invoice for chip seal aggregate.
- C. SPECIAL REQUIREMENTS. Contractor shall be solely responsible for and shall have control over the means, methods, techniques, sequences, and procedures of performing the work, subject to the plans and specifications under this Contract and shall be solely responsible for the errors and



omissions of its employees, subcontractors, and agents.

Contractor has the skill and knowledge possessed by well-informed members of its industry, trade or profession and Contractor will apply that skill and knowledge with care and diligence and perform Services in a timely, professional, and workmanlike manner in accordance with standards applicable to Contractor's industry, trade or profession.

## 2. COMPENSATION

The total amount available for payment to Contractor under Exhibit A, section 2.A and for authorized reimbursement to Contractor under Exhibit A, section 2.C is **\$330,400.00**.

- A. METHOD OF PAYMENT FOR SERVICES: County shall pay Contractor \$330400.00 for completing all Services and delivering all Goods required under this Contract.
- B. BASIS OF PAYMENT FOR SERVICES. County shall pay Contractor all amounts due under this Contract in one payment upon County's approval of Contractor's invoice to County but only after County has determined that Contractor has completed, and County has accepted, all Services; and Contractor has delivered and County has accepted all Goods required under this Contract.
- C. EXPENSE REIMBURSEMENT. County will not reimburse Contractor for any expenses under this Contract without prior written approval.
- D. GENERAL PAYMENT PROVISIONS. Notwithstanding any other payment provision of this Contract, failure of Contractor to submit required reports when due, or failure to perform or document the performance of contracted services, may result in withholding of payments under this Contract. Such withholding of payment for cause shall begin thirty (30) days after written notice is given by County to Contractor, and shall continue until Contractor submits required reports, performs required services or establishes, to County's satisfaction, that such failure arose out of causes beyond the control, and without the fault or negligence of Contractor.
- E. INVOICES. Contractor shall send all invoices to County's Contract Administrator at the address specified below or to any other address as County may indicate in writing to Contractor.

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

ATTACHMENT 1 - MAP



Shaff Rd & Marion Rd, Marion Co Public Works

8 Mile Radius from Shaff Rd SE & Marion Rd SE, Turner, OR

