

Contract Review Sheet

PW-5542-23

Price Agreement #: PW-5542-23 Amendment #: _____

Contact: Jeniffer Scales Department: Public Works Department

Phone #: (503) 588-5036 Date Sent: _____

Title: Aggregate Materials for Fiscal Year 2023-2024

Contractor's Name: River Bend Sand & Gravel

Term - Date From: July 1, 2023 Expires: June 30, 2024

Original Contract Amount: \$50,000.00 Previous Amendments Amount: _____

Current Amendment: \$0.00 New Contract Total: \$50,000.00 Amd% _____

Incoming Funds Federal Funds Reinstatement Retroactive Amendment greater than 25%

Source Selection Method: 20-0260 Request for Proposal RFP# PW1372-23

Description of Services or Grant Award

In April 2023 a request for written quotes for the purchase of rock products was solicited on Oregon Buys. The department will obtain materials from the vendor with the lowest combination of price and County transportation costs to the work site. This provides a fair distribution of public money and a savings to the citizens of Marion County.

Desired BOC Session Date: 8/2/2023 BOC Planning Date: 7/20/2023

Files submitted in CMS: 7/12/2023 Printed packet & copies due in Finance: 7/18/2023

BOC Session Presenter(s) Scott Wilson

FOR FINANCE USE

Date Finance Received: _____ Date Legal Received: _____

Comments: Y

REQUIRED APPROVALS

DocuSigned by:
Camber Schlag
66B2F3DF267F444...
7/12/2023
Date
Finance - Contracts

DocuSigned by:
Jeniffer Scales
EC27CEB863D6463...
7/12/2023
Date
Contract Specialist

DocuSigned by:
Jane E. Vetta
D0CECE5B04B0E483...
7/14/2023
Date
Legal Counsel

DocuSigned by:
Jan Fritz
D946364248DE4EG...
7/14/2023
Date
Chief Administrative Officer



MARION COUNTY BOARD OF COMMISSIONERS

Board Session Agenda Review Form

Meeting date: August 2nd, 2023

Department: Public Works

Agenda Planning Date: July 20th, 2023

Time required: 5 Mins.

 Audio/Visual aids PowerPoint slide

Contact: Scott Wilson

Phone: 503-365-3129

Department Head Signature:

DocuSigned by:

Brian Melodas

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TITLE

Consider approval of price agreements for the purchase of Aggregate Materials for FY 2023-2024.

Issue, Description & Background

Due to the fact that road construction, maintenance and repair activities are spread throughout the large geographic area of Marion County, the needs of the public would not be well met by having one provider for these products. Doing so would result in reduced productivity and high transportation costs to the work sites.

In May 2023 a Request For Proposals PW1372-23 for the purchase of Aggregate Materials was advertise through Oregon Buys and Oregon Daily Journal of Commerce. Quotes for the aggregate materials were received by the following firms with pits in the listed cities: Riverbend Sand & Gravel (Keizer); Crabtree Crushing (Dundee); Silverton Hills Rock (Silverton); North Santiam Paving (Lyons); Knife River (Salem). These rock products are used for maintenance activities performed by Public Works employees on Marion County's road system.

The department will obtain materials from the vendor based on the combination of product availability, price and transportation to the work site. This provides a fair distribution of public money and a savings to the citizens of Marion County.

Financial Impacts:

For FY23-24, Public Works has budgeted approximately \$375,000 for Aggregate Materials.

Impacts to Department & External Agencies

There will be no impact to other County Departments, and the firms providing these products will benefit from a better distribution of public funds to purchase these products.

Options for Consideration:

1. Approve the contracts for Aggregate Materials with all of the firms that responded to the request for quotes as described above.
2. Deny approval of the contracts for Aggregate Materials with all of the firms that responded to the requests for quotes as listed above.

Recommendation:

It is the recommendation of the Public Works department that the Board chooses option 1, approve the contracts for Aggregate Materials with all of the firms that responded to the requests for quotes as described above.

List of attachments:Contract Review Form
Contract



MARION COUNTY BOARD OF COMMISSIONERS

Board Session Agenda Review Form

Presenter:

Scott Wilson

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

Copies to:

jscales@co.marion.or.us

REQUEST FOR AUTHORIZATION OF CONTRACTS PW-5540-23, PW-5541-23, PW-5542-23, PW-5543-23, PW-5544-23

Date: 7/5/23
To: Chief Administrative Officer
Cc: Contract File
From: Jeniffer Scales

I. Subject: Retroactive

The Marion County Public Works Department is requesting approval of 5 retroactive contracts as described in Section 10-0580 of the Marion County Public Contracting Rules. The contracts are with multiple providers for Aggregate Materials for Fiscal Year 2023-2024 with a value of \$375,000.00 and will be effective retroactive to 7/1/2023 upon approval.

A. BACKGROUND

Marion County Public Works purchases aggregate materials from several suppliers throughout Marion County. Our operations department maintains the county road system by paving, shoulder rocking, graveling, grading, etc. and these materials are an essential component.


B. As required in Section 10-0580(2)(a), Department staff will provide an explanation of why the contract was not submitted before performance began:

The RFP process was started in April 2023 and due to a backlog of other contracts, employee transitions and new employees, the awarded contracts were not executed by July 1. The prior contracts expired on June 30, 2023.


C. As required in Section 10-0580(2)(b), Department staff will provide a description of the steps being taken to prevent similar occurrences in the future:

Complete training of new employees and begin the next RFP process earlier to allow more time for negotiation and processing.


Submitted by:

DocuSigned by:

EC27CEB8C9DC4C2...
Jeniffer Scales
Public Works Department

Reviewed by:

DocuSigned by:

A3538E7AEC784F4...
Contracts & Procurement

Acknowledged by:

DocuSigned by:

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Department Head

Acknowledged by:

DocuSigned by:

DC16351248DE4EC...
Jan Fritz, CAO

**MARION COUNTY
PRICE AGREEMENT**

PW-5542-23

This Price Agreement is between Marion County (a political subdivision of the State of Oregon) hereinafter called County, and Riverbend Materials, 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, 2024. 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, 2027. The maximum term of the Price Agreement shall be 4 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 #PW1372-23 are incorporated herein. See Exhibit 2.

3. SERVICES.

Contractor shall supply aggregate materials used in construction ("Aggregate Materials") in strict accordance with Standard Specifications and General Conditions set forth in the Request for Proposals #PW1372-23. 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 #PW1372-23: Section 5. Scope of Work, Subsections 1.0 General Information/Requirements through 3.0 Public Contracts - ORS Chapter 279B.

5. PROCESS.

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

A. ORDERING INSTRUMENT:

- I. The County will place an order with Contractor for purchase of Aggregate Materials.
- II. This Price Agreement is one of a series of Price Agreements for Aggregate Materials. 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 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 applicable
- 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 number 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
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 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 more than 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 un-recovered 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 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 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:

Riverbend Materials
PO Box 12095
Salem, Oregon 97013

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 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 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. Exhibit 2: Request for Proposals #PW1372-23 Section 5. Scope of Work: 1.0 General Information/Requirements through Section 3.0 Public Contracts - ORS Chapter 279B

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: *Brian Melodas* 7/12/2023

DocuSigned by:
9793BA7ACD8D443...
Department Director or designee

Authorized Signature: *Jan Fritz* 7/14/2023

DocuSigned by:
DC76351248DE4EC...
Chief Administrative Officer

Reviewed by Signature: *Jane E. Vetta* 7/14/2023

DocuSigned by:
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Marion County Legal Counsel

Reviewed by Signature: *Camber Schlag* 7/12/2023

DocuSigned by:
C5B2F3DF257F444...
Marion County Contracts & Procurement

CONTRACTOR SIGNATURE

Authorized Signature: _____ Date _____

Title: _____

Exhibits

Exhibit 1: Cost Proposal Submission Form

Exhibit 2: Exhibit 2 - Request for Proposals #PW1372-23: Section 5. Scope of Work, Subsections 1.0 General Information/Requirements through 3.0 Public Contracts - ORS Chapter 279B.

EXHIBIT 1

ATTACHMENT 4 - COST PROPOSAL SUBMISSION FORM

I (WE), the undersigned, having read all the requirements of this Request for Proposal together with all the Instructions and Specifications set forth herein, do agree in every particular and will furnish Aggregate Materials at the following base prices per ton or per cubic yard, as designated below, on a daily needs basis to Marion County.

Please identify if the original raw aggregate source for each item was a land Quarry or River source by placing a check in the appropriate box. If an Item is supplied from both sources, segregate your quote by attaching a second quote page with pricing for material from the other source. If you have material available in multiple locations, please duplicate this page and complete it for each location.

ITEM	DESCRIPTION	SOURCE	UNIT PRICE
1	2-1/2"-0	Aggregate Base	<input type="checkbox"/> Quarry <input type="checkbox"/> River \$ / <input type="checkbox"/> TN or <input type="checkbox"/> Yd ³
2	2"-0	Aggregate Base	<input type="checkbox"/> Quarry <input type="checkbox"/> River \$ / <input type="checkbox"/> TN or <input type="checkbox"/> Yd ³
3	1-1/2"-0	Aggregate Base	<input type="checkbox"/> Quarry <input checked="" type="checkbox"/> River \$ \$15.00 / <input checked="" type="checkbox"/> TN or <input type="checkbox"/> Yd ³
4	1"-0	Aggregate Base	<input type="checkbox"/> Quarry <input checked="" type="checkbox"/> River \$ \$15.00 / <input checked="" type="checkbox"/> TN or <input type="checkbox"/> Yd ³
5	3/4"-0"	Aggregate Base	<input type="checkbox"/> Quarry <input checked="" type="checkbox"/> River \$ \$15.00 / <input checked="" type="checkbox"/> TN or <input type="checkbox"/> Yd ³
6	1/4"-0"	Aggregate Base	<input type="checkbox"/> Quarry <input checked="" type="checkbox"/> River \$ \$15.00 / <input checked="" type="checkbox"/> TN or <input type="checkbox"/> Yd ³
7	Pit Run	Borrow Material	<input type="checkbox"/> Quarry <input type="checkbox"/> River \$ / <input type="checkbox"/> TN or <input type="checkbox"/> Yd ³
8	3"-0	Stone Embankment	<input type="checkbox"/> Quarry <input type="checkbox"/> River \$ / <input type="checkbox"/> TN or <input type="checkbox"/> Yd ³
9	6"-3"	Stone Embankment	<input type="checkbox"/> Quarry <input type="checkbox"/> River \$ / <input type="checkbox"/> TN or <input type="checkbox"/> Yd ³
10	8"-3"	Stone Embankment	<input type="checkbox"/> Quarry <input type="checkbox"/> River \$ / <input type="checkbox"/> TN or <input type="checkbox"/> Yd ³
11	10"-6"	Stone Embankment	<input type="checkbox"/> Quarry <input type="checkbox"/> River \$ / <input type="checkbox"/> TN or <input type="checkbox"/> Yd ³
12	Class 50	Riprap	<input type="checkbox"/> Quarry <input type="checkbox"/> River \$ / <input type="checkbox"/> TN or <input type="checkbox"/> Yd ³
13	Class 200	Riprap	<input type="checkbox"/> Quarry <input type="checkbox"/> River \$ / <input type="checkbox"/> TN or <input type="checkbox"/> Yd ³
14	Class 700	Riprap	<input type="checkbox"/> Quarry <input type="checkbox"/> River \$ / <input type="checkbox"/> TN or <input type="checkbox"/> Yd ³
15	Class 1000	Riprap	<input type="checkbox"/> Quarry <input type="checkbox"/> River \$ / <input type="checkbox"/> TN or <input type="checkbox"/> Yd ³
16	Class 2000	Riprap	<input type="checkbox"/> Quarry <input type="checkbox"/> River \$ / <input type="checkbox"/> TN or <input type="checkbox"/> Yd ³
17	RAP	Recycled Asphalt Product	N/A \$ / <input type="checkbox"/> TN or <input type="checkbox"/> Yd ³
18	Sand	Concrete Sand	N/A \$ / <input type="checkbox"/> TN or <input type="checkbox"/> Yd ³
19	Sanding Rock	Road Sand	N/A \$ / <input type="checkbox"/> TN or <input type="checkbox"/> Yd ³

Delivery Charges:

Description	Cost Per Cubic Yard Per Mile	Cost Per Ton Per Mile
Dump Truck (Solo)	\$ NA	\$ NA
Dump Truck & Pup	\$ NA	\$ NA

Standby Time Allowed Before Standby Charge is Applicable: NA Minutes

Riverbend Materials

Contractor (Company) Name

PO Box 12095	Salem Oregon 97309	503-576-3906
Mailing Address	City/State/Zip	Phone Number

8425 Windsor Island Rd N	Keizer Oregon 97303	503-576-3906
Street Address or Location of Material Plant/Stockpile	City/State/Zip	Phone Number

EXHIBIT 2

Request for Proposals #PW1372-23 Section 5. Scope of Work: 1.0 General Information/Requirements through Section 3.0 Public Contracts - ORS Chapter 279B

5. SCOPE OF WORK

Proposers responding to this RFP must be capable of performing the following tasks and services:

1.0 GENERAL INFORMATION/REQUIREMENTS

1.1 Proposer and County Obligations

- 1) The County will enter into a series of Price Agreements for the procurement of Aggregate Materials.
- 2) The County intends to issue Price Agreements to all qualified Proposers, and purchases will be made on an on-call basis through the issuance of a Purchase Order.
- 3) Proposers are advised that there is no guarantee of any specific number of purchases under any Price Agreement or the Price Agreement series. Notwithstanding the award of one or more Price Agreement, County may conduct separate solicitations or award project-specific contracts or purchase orders for goods like what is described within this Request for Proposals using any method allowed by law.
- 4) Contractor Selection. This Price Agreement is one of a series of Price Agreements for Aggregate Materials. 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/or Services required, and will be based on any or all the following criteria:
 - a. Product availability
 - b. Price
 - c. Schedule availability
 - d. Distance from plant to jobsite
 - e. Plant capacity
 - f. Traffic congestion issues between plant and jobsite
 - g. Availability of experienced drivers
 - h. Past performance on previous projects
 - i. Out-of-season availability, if applicable
 - j. Any other factors that will benefit Marion County
- 5) The County and Proposer agree to comply with the provisions within the 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 employees shall be the sole responsibility of the Proposer. Failure of the Proposer or the County to comply with provisions of this Price Agreement and all applicable federal, state, and local statutes and rules shall be cause for termination of this Agreement.

1.2 Supplier Obligations

- 1) Upon submission of this proposal, the Proposer agrees as hereinafter set forth as conditioned herein, to deliver Aggregate Materials of the kind and quality specified, and to perform the services submitted in the proposal at prices no higher than the net prices offered in this proposal and Attachment A - Cost Proposal Submission Form. The Proposer further agrees that when his or her regular published net prices at the time

and point of delivery are lower than the net prices quoted for corresponding deliveries at such point, the County shall be given the benefit of such lower prices.

- 2) The Proposer submitting this proposal agrees to furnish the daily requirements of the County within one (1) day of the County's order. Should the Proposer fail to furnish any Aggregate Materials for which he has submitted a quote, the County reserves the right to withdraw the order and place it with another Supplier without liability to the County. In such event it shall be further understood that for the remainder of the period, the County, at its own option, may for such cause withhold any or all additional orders to the Proposer who fails to make the items available within the period specified.
- 3) Prices quoted within the proposal and Attachment 4 - Cost Proposal Submission Form shall be net prices on Aggregate Materials, Free on Board (FOB) from Proposer's plant or stockpile. Proposer shall include with its quote a list of the locations where the County may obtain the materials at the prices quoted. The quoted prices shall include loading costs where Aggregate Materials are loaded into County trucks. In addition, the Proposer shall indicate the space provided in the quote, the cost per yard-mile, ton-mile, or hour for delivery of the material to the County's job or stockpile site in Proposer's own trucks with minimum capacity of ten (10) cubic yards and shall indicate where provided the average weight per cubic yard loose measure for each variety of rock. Where scales are not available County may elect to purchase material by converting the ton price to cubic yards using the weight per cubic yard provided.

1.3 County Obligations

- 1) The County will make payment within thirty (30) days of receipt of the Proposer's invoice for materials ordered and received by the County.

1.4 Pricing

- 1) Prices included within the proposal and resulting Price Agreement, Attachment 4 - Cost Proposal Submission Form, are the maximum price the Proposer may charge under any Purchase Order. 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.
- 2) The period of obligation under this Price Agreement shall be one year, July 1, 2023, through June 30, 2024. The County may extend this Price Agreement for up to 3 additional years provided that the term of the Price Agreement does not extend beyond June 30, 2027.
- 3) 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. The adjustment must be based on the latest West Region Consumer Price Index (all items), 12-month available as of July 1 of the second and third years of the Agreement. Any such increase shall not exceed 3% of the previous year's rate.
- 4) 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 ton, and any other costs associated with the Specifications. If the product is not included in the latest version of 2021 edition of the Oregon Standard Specifications for Construction the Proposer shall submit the following product information for approval by Marion County Contract and Procurement Manager.
 - Specifications & Use
 - Requests must be submitted to Marion County.

2.0 SPECIAL PROVISIONS

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

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

SECTION 00190 MEASUREMENT OF PAY QUANTITIES

Comply with Section 00190 of the Standard Specifications modified as follows:

00190.20(a) General - Replace the paragraph that begins "Unless otherwise provided in the Contract, Pay ..." with the following paragraph:

Unless otherwise provided in the Contract, Pay Items to be measured by weight shall include all Contractor costs for providing, maintaining, inspecting, and testing scales; for furnishing appropriate weigh tickets; for self-printing scales; for electronic weigh memo system(s); and for transporting Materials to the scales or to check weighing.

00190.20(f)(1) Scale with Automatic Printer - Replace the paragraph that begins "If the scales have an automatic weigh memo printer ..." with the following paragraph:

If the scales have an automatic weigh memo printer or an approved electronic weigh memo system that does not require manual entry of gross weight information, the Agency may periodically have a representative at the scales to observe the weighing procedures. In addition, the Engineer may periodically check the weight for a load of Materials by directing the haul vehicle to reweigh on a different scale that has been inspected and certified according to 00190.20(b) and 00190.20(d).

00190.20(f)(2) Scale Without Automatic Printer - Replace the sentence that begins "The Contractor shall inform the Engineer of ..." with the following sentence:

The Contractor shall inform the Engineer of its intent to use a scale without an automatic printer at least 3 working Days before weighing begins or before the Contractor changes to a scale that does not have an automatic printer.

Add the following paragraph after the paragraph that begins "If the scales require manual entry...":

Pay costs for the weigh witness at \$35.00 per hour.

00190.20(f)(3) Duties of Weigh Technician - Replace the bullet that begins "Furnish a legible, serially numbered weigh memo ..." with the following bullets:

- Furnish a legible, serially numbered weigh memo for each load of Materials to the Agency's Materials receiver at the point of delivery, or as directed by the Engineer. The memo shall identify the Project, the

Materials, the date, net weight (gross and tare as appropriate), and identification of the vehicle and weigh technician. If approved by the Engineer an electronic weigh memo system may be used. Requests to use an electronic weigh memo system shall be submitted to the Engineer according to 00150.37, providing sufficient detail for the Engineer to perform an evaluation. If approved, the Contractor shall provide training, technical support, reports, and weigh memo information to the Engineer at no additional cost to the Agency. The electronic weigh memo system shall be:

- Capable of recording and securely retaining the same required “weigh memo” information identified above. For retention see 00170.07(c).
- Fully integrated with the provided weigh scale system.
- Designed in such a way that the data electronically read from scales cannot be altered by the Contractor, Subcontractor, Supplier, Engineer, or other system users.
- Designed to allow the Engineer remote access to all the weigh memo data in real-time and allow the Engineer to add comments to the individual weigh memo regarding waste, temperature, stations, yield, or other information. The system shall identify the system user or individual that adds comments to the electronic weigh memo or otherwise access the system. The Contractor shall provide the Engineer a means to access the data if the Engineer cannot use an Agency provided handheld device for access.
- Capable of providing all the weigh memo information, including any added comments, in an electronic data file the Engineer can easily access without proprietary software.

00190.20(g) Agency-Provided Weigh Technician - Delete this subsection.

00190.30 Plant Scales - Add the following paragraph after the paragraph that begins "The Contractor, with the Engineer's written...":

If approved by the Engineer an electronic weigh memo system may be used in place of a printer system. See 00190.20(f)(3).

SECTION 00330 – EMBANKMENT MATERIAL

Comply with this section modified as follows:

00330.01 Scope – This section includes providing embankment materials.

00330.10 Materials – Furnish embankment materials that meet the following requirements:

00330.10(a) Borrow Material - Furnish borrow materials for general embankment construction with soil that is free of unsuitable materials or other characteristics detrimental to the construction of firm dense and sound embankments. Furnish embankment materials for other uses meeting the specified requirements for the use intended.

00330.10(b) Stone Embankment – Furnish stone embankment of durable sand and fractured rock and containing no particle larger than the largest size specified.

00330.80 Measurement – The quantities of borrow material and stone embankment will be measured on the weight or volume basis according to the following:

(a) Weight Basis – When measurement is by weight, the quantity will be measured in the hauling vehicle.

(b) Volume basis – When measurement is by volume the quantity will be measured in the hauling vehicle.

00330.90 Payment – The accepted quantities of embankment material will be paid for at the contract unit price, per unit of measurement for the following items:

Pay Item	Unit of Measurement
(a) Pit Run, Borrow Material.....	Ton/Cubic Yard
(b) 3” – 0, Stone Embankment.....	Ton/Cubic Yard
(c) 6” – 3”, Stone Embankment.....	Ton/Cubic Yard
(d) 8” – 3”, Stone Embankment.....	Ton/Cubic Yard
(e) 10” – 6”, Stone Embankment.....	Ton/Cubic Yard

Payment will be payment in full for embankment materials, and for furnishing all equipment, labor, and incidentals necessary to furnish borrow and stone embankment materials.

No additional payment will be made for loading stone embankment into county trucks.

Payment for materials delivered by others will be paid for as follows by the ton/per mile, cubic yard/per mile, or by the hour as listed in the contract bid schedule.

SECTION 00390 - RIPRAP PROTECTION

Comply with Section 00390 of the Standard Specifications modified as follows:

00390.00 Scope – furnish rock for loose riprap that is angular in shape. Furnish rock for loose riprap meeting the following requirements:

- Thickness of a single rock shall not be less than one-third of its length.
- Be free from overburden, spoil, shale and organic material. Nondurable rock, shale or rock with shale seams is not acceptable.

(a) Gradation Requirements – Grade loose riprap by class and weight of rock according to the following:

Class 50	Class 100	Class 200	Class 700	Class 2000	
Weight of Rock (Pounds)					Percent (By Weight)
50 - 30	100 - 60	200 - 140	700 - 500	2000 - 1400	20.0
30 - 15	60 - 25	140 - 80	500 - 200	1400 - 700	30.0
15 - 2	25 - 2	80 - 8	200 - 20	700 - 40	40.0
2 - 0	2 - 0	8 - 0	20 - 0	40 - 0	10.00 - 0

Uniformly grade each load of riprap from the smallest to the largest weight specified. Control of gradation will be by visual inspection.

00390.80 Measurement – Riprap will be measured on the weight basis.

00390.90 Payment – The accepted quantities of riprap will be paid for at the contract unit price, per unit of measurement for the following items:

Pay Item	Unit of Measurement
(a) Riprap, Class 50.....	Ton
(b) Riprap, Class 100.....	Ton
(c) Riprap, Class 200.....	Ton
(d) Riprap, Class 700.....	Ton
(e) Riprap, Class 2000.....	Ton

Payment will be payment in full for embankment materials, and for furnishing all equipment, labor, and incidentals necessary to furnish the materials.

No additional payment will be made for loading county trucks.

Payment for riprap delivered by others will be paid for by the ton/per mile, cubic yard/per mile, or per hour as listed in the contract bid schedule.

SECTION 00641 - AGGREGATE SUBBASE, BASE, AND SHOULDERS

Comply with Section 00641 of the Standard Specifications modified as follows:

00641.00 Scope – This section includes furnishing crushed aggregate, including sand. Uniformly grade the aggregates from course to fine. The aggregates shall conform to one of the grading requirements to 00640.03.

00641.01 Definitions

Crushed Round Rock – A source of rock that is typically a round cobble and does not require being “shot” or “blasted” to extract from a source before crushing.

Crushed Quarry Aggregate – A source of rock that is required to be “shot” or “blasted” to extract from a source before crushing. Round rock with a diameter of 4 inches or larger before crushing may be used with the Operations Division Manager’s Approval.

00641.10 Material – Dense graded aggregates shall be crushed rock, including sand. Uniformly grade the aggregate from course to fine. Sieve analysis shall be determined according to AASHTO T 27. The aggregates shall conform to one of the grading requirements of 00641.10(a).

00641.10(a) Dense Graded Aggregate

Grading Requirements for Dense-Graded Aggregate Separated Sizes

Sieve Size	2 1/2" - 0	2" - 0	1 1/2" - 0	1" - 0	3/4" - 0	1/4" - 0
Percent Passing (by Weight)						
3"	100					
2 1/2"	95 - 100	100				
2"	-	95 - 100	100			
1 1/2"	-	-	95 - 100	100		
1 1/4"	55 - 75	-	-			
1"	-	55 - 75	-	90 - 100	100	
3/4"	-	-	55 - 75		90 - 100	
1/2"	-	-	-	55 - 75	-	
3/8"	-	-	-	-	55 - 75	100
1/4"	30 - 40	30 - 40	35 - 50	40 - 55	40 - 60	85 - 100
No. 4 ¹	-	-	-	-	-	-
No. 10	2	2	2	2	2	2

1 – Report percent passing sieve when no grading requirements are listed

2 – Of the fraction passing the 1/4-inch sieve, 40 percent to 60 percent shall pass the No. 10 sieve.

00641.10 (b) Durability – Furnish rock meeting the following requirements:

Test	Test Method	Requirements
Abrasion	AASHTO T 96	35.0% Maximum
Degradation (Coarse Aggregate)		
Passing No. 20 Sieve	ODOT TM 208	30.0% Maximum
Sediment Height	ODOT TM 208	3.0 Maximum
Sand Equivalent	AASHTO T 176	Not less than 30% sand equivalent

00641.10(c) Fracture of Round Rock – Fracture of rounded rock shall be determined according to AASHTO T 335. Provide at least one fractured face based on the following percentage of particles retained on the 1/4-inch sieve for the designated size:

**Minimum Percent of Fractured Particles
(By weight)**

Designated Size	Retained on 1/4" Sieve
1 1/2" – 0 and larger	50
Smaller than 1 1/2" – 0	70

00641.11 Limits of Mixture – Furnish a mixture of aggregates and water that provide a uniform moisture content, sufficient to obtain maximum compaction. Water shall be added after the truck loaded and weighed.

0641.80 Measurement – The quantities of recycled asphalt products will be measured on the weight or volume basis according to the following:

(a) **Weight Basis** – When measurement is by weight, the quantity will be measured in the hauling vehicle.

(b) **Volume basis** – When measurement is by volume the quantity will be measured in the hauling vehicle.

No separate measurement will be made for water used to bring the mixture to optimum moisture content.

00641.90 Payment – The accepted quantities of aggregates will be paid for at the contract unit price, per unit of measurement, for the following items:

Pay item	Unit of Measurement
(a) Aggregate Base, 2 1/2" - 0.....	Ton/Cubic Yard
(b) Aggregate Base, 2" – 0.....	Ton/Cubic Yard
(c) Aggregate Base, 1 1/2" – 0.....	Ton/Cubic Yard
(d) Aggregate Base, 1" - 0.....	Ton/Cubic Yard
(e) Aggregate Base, 3/4" – 0.....	Ton/Cubic Yard
(f) Aggregate Base, 1/4" – 0	Ton/Cubic Yard

Payment will be payment in full for furnishing all equipment and labor necessary to furnish the aggregates.

No additional payment will be made for the following:

- Loading aggregate into County trucks
- Stockpiling aggregates
- Water used in the mixture.

Payment for aggregate base delivered by others will be paid for by the ton/per mile, cubic yard/per mile, or per hour as listed in the contract bid schedule.

SECTION 00645 - RECYCLED ASPHALT PRODUCTS IN BASE

Section 00645, which is not a Standard Specification, is included in this Project by Special Provision. Comply with Section 00645 modified as follows:

00645.00 Scope – This section includes recycled asphalt pavement.

00645.01 Acronyms

- RAP – Recycled Asphalt Product

00645.10 Materials – Furnish recycled RAP of designated size from stockpiles except discard hardened lumps exceeding 1 inch on any measured face or reprocess to achieve desired maximum size limit.

Acceptance of RAP will be by visual inspection.

00645.41 Loading Materials – Load RAP into hauling vehicle without compacting material remaining in stockpile.

00645.80 Measurement – The quantities of RAP will be measured on the weight or volume basis according to the following:

- (a) Weight Basis – When measurement is by weight, the quantity will be measured in the hauling vehicle.
- (b) Volume basis – When measurement is by volume the quantity will be measured in the hauling vehicle.

The Agency will specify the method of measurement “ton” or “cubic yard” when ordering RAP.

00645.90 Payment – The accepted quantities of recycled products will be paid for at the contract unit price according to the following:

Pay Item	Unit of Measurement
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- (a) Recycled Asphalt Product (RAP).....Ton/Cubic Yard

Payment will be payment in full for RAP, and for furnishing all equipment, labor, and incidentals necessary to complete the work.

Payment for RAP delivered by others will be paid by the ton/per mile, cubic yard/per mile, or per hour as listed in the contract bid schedule.

SECTION 00718 - SAND

Section 00718, which is not a Standard Specification, is included in this Project by Special Provision. Comply with Section 00718 modified as follows:

00718.01
available sand

00718.10
from natural or inert material durable pieces, gradation:

Sieve Size	Percent Passing	Stockpile Tolerance
3/8	100	0
No. 4	90 - 100	+/- 5%
No. 8	65 - 90	+/- 5%
No. 16	45 - 70	+/- 5%
No. 30	30 - 50	+/- 5%
No. 50	18 - 30	+/- 4%
No. 100	10 - 21	+/- 3%
No. 200	5.0 - 15.0	+/- 2.0%

Scope – Furnish commercially and sanding rock.

Materials – Furnish sand crushed aggregate or other consisting of hard strong meeting the following

Furnish sanding rock from natural or crushed aggregate or other inert material consisting of hard strong durable pieces, meeting the following gradation:

Sieve Size	Percent Passing	Stockpile Tolerance
1/4	100	0
No. 4	90 - 100	+/- 5%
No. 8	65 - 90	+/- 5%
No. 10	0-10	+/- 5%

00718.11 Different Sources – Do not mix sand or sanding rock from different sources.

00718.40 Acceptance – Acceptance will be by visual inspection.

00718.80 Measurement – The quantities of sand and sanding rock will be measured on the weight or volume basis according to the following:

(a) **Weight Basis** – When measurement is by weight, the quantity will be measured in the hauling vehicle.

(b) **Volume basis** – When measurement is by volume the quantity will be measured in the hauling vehicle.

00718.90 Payment – The accepted quantities sand and sanding rock will be paid for at the contract unit price, per unit of measurement as follows:

Pay Item	Unit of Measurement
(a) Sand.....	Ton/Cubic Yard
(b) Sanding Rock.....	Ton/Cubic Yard

Payment will be payment in full for furnishing all equipment, labor, and incidentals necessary to furnish sand and sanding rock.

Payment for sand and sanding rock delivered by others will be paid for by the ton/per mile, cubic yard/per mile, or per hour as listed in the contract bid schedule.

3.0 PUBLIC CONTRACTS - ORS CHAPTER 279B

- 1) As required for public contracts subject to ORS Chapter 279B, the Proposer must comply with the following:
 - A. 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 more than 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 more than 10 hours a day or 40 hours in any one week when the work is four consecutive days, 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.