



**SUPPLY AND DELIVER  
AMBIENT MIX ASPHALT EMULSION  
EBS-RA**

**JULY 2023 THROUGH JUNE 2024**

**THIS IS A REQUEST TO SUPPLY AND DELIVER AMBIENT MIX ASPHALT EMULSION EBS-RA TO VARIOUS LOCATIONS IN MORROW COUNTY.**

**IP-1 Scope of Work**

- A. Supplier shall furnish to Morrow County Public Works Ambient Mix Asphalt Emulsion as indicated below:
  - EBS-RA Approximately 2000 tons
  - EB-Prime Approximately 300 tons
- B. The product shall be delivered to various job sites at dates and times directed by Morrow County.

**IP-2 Performance Requirements**

- A. Supplier shall furnish approximately 60 tons of EBS-RA for each day of paving.
- B. Supplier shall furnish EB-Prime as needed.

**IP-3 Contract Award**

- A. A "Purchase of Supplies Contract" (Appendix A) will be executed by Morrow County Public Works and the vendor for EBS-RA and EB-Prime Sole Source Materials.

**IP-4 Contract Documents**

- A. The contract documents are intended to be mutually cooperative and to provide all details reasonably required for the execution of the proposed work.

**IP-5 Appeal Process**

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

**IP-6 Contract Performance**

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

**IP-7 Payment**

- A. Liquid asphalt will be paid at the quoted unit price for product used and applied to the road surface only. Partial loads returned shall be measured and credited back to the County.
- B. Demurrage will be paid, if applicable, in accordance with SP-2.
- C. Any aspect of work not described by the specified pay items will be considered incidental to the specified pay items.
- D. Payment will be made by Morrow County upon approval by Morrow County Public Works of the received invoice(s) from Supplier. Morrow County Public Works will notify Supplier of any protest of charges included in invoice(s) which may not conform to these specifications.

**IP-8 Additional Information and Requirements**

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

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

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

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

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

**IP-9 Stand-By-Time**

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

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

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

**PROPOSAL SCHEDULE**  
**SUPPLY AND DELIVER AMBIENT MIX ASPHALT EMULSION**

Quote Item	Unit	Unit Rate
EBS-RA	Per Ton	\$
EB-Prime	Per Ton	\$
Freight to Lexington	Per Ton	\$
Freight to Hardman	Per Ton	\$
Freight to Heppner +10	Per Ton	\$
Product Return Charge	Per Ton	\$
Demurrage	Hour	\$

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

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

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

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

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

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

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## **APPENDIX A**

**(Purchase of Supplies Contract)**

## PURCHASE OF SUPPLIES CONTRACT

In consideration of the covenants herein below set forth, **ENVIROAD LLC.**, hereinafter referred to as "Contractor" and **MORROW COUNTY**, a political subdivision of the State of Oregon, acting by and through its Board of Commissioners, hereinafter referred to as "County," mutually contract as follows:

1. **Effective Date and Duration.** This contract shall become effective upon full execution of this contract through June 30, 2024. Unless earlier terminated or extended, this Contract shall expire on June 30, 2024. Expiration shall not extinguish or prejudice County's right to enforce this Contract with respect to any breach of a Contractor warranty; or any default or defect in Contractor performance that has not been cured.
2. Contractor agrees and covenants with County that it will supply and deliver liquid asphalt emulsion as requested by County as set forth in Contractor's Proposal, which is attached hereto (Attachment 1), and by this reference incorporated herein. Contractor agrees and covenants with County that Contractor shall perform this Contract in a faithful and workmanlike manner as may be required by the Board of Commissioners, or their designated agent, the County Public Works Director, in accordance with the terms set forth in the provisions of (Attachment 1), the "Specifications," which are incorporated herein, and in accordance with the Proposal which is attached hereto (Attachment 2). All of the said Proposal and this Contract constitute the Contract documents.
3. Any conflict or difference between the Contract documents shall be called to the attention, first of the County Public Works Director and if a satisfactory solution is not reached, then to the Board of County Commissioners by Contractor before proceeding with work affected thereby. In case of any conflict or any discrepancy within the Contract documents, the specific provisions of this Contract shall have priority over all others.
4. Contractor hereby sells and agrees to deliver and County buys and agrees to receive and pay for the products of the kind required by the Specifications in quantities specified from time to time by the County Public Works Director.
5. **Termination of Contract**
  - a. **Parties Right to Terminate for Convenience.** This Contract may be terminated at any time by mutual written consent of the parties.
  - b. **County's rights to Terminate for Convenience.** County may, at its sole discretion, terminate this Contract, in whole or in part upon 30 days' notice to Contractor.
  - c. **County's Right to Terminate for Cause.** County may terminate this Contract, in whole or in part, immediately upon notice to Contractor, or at such later date as County may establish in such notice, upon the occurrence of any of the following conditions: (i) County fails to receive funding, or appropriations, limitations or other expenditures authority at levels sufficient to pay for contractor's work, (ii) federal or state laws,



regulation or guidelines are modified, or interpreted in such a way that either the Work under this Contract is prohibited or County is prohibited from paying for such work for the planned funding source; (iii) contractor no longer holds any license or certificate that is required to perform the work; or (iv) contractor commits any material breach or default of any covenant, warranty, obligation or agreement under this Contract, fails to perform the work under this contract within the time specified herein or any extension thereof, or so fails to pursue the work as to endanger contractor's performance under this contract in accordance with its terms, and such breach, default or failure is not cured within 10 business days after delivery of County's notice, or such longer period as County may specify in such notice.

- d. Contractor's right to terminate for cause. Contractor may terminate this Contract upon 30 days' notice to County if County fails to pay contractor pursuant to the terms of this contract and County fails to cure within 30 business days after receipt of Contractor's notice, or such longer period of cure as Contractor may specify in such notice.

6. Extension of Contract

- a. Contract may be extended by mutual agreement between the parties up to 9 months after expiration of the current contract expiration date. Price increases or decreases may be allowed with mutual agreement of both parties.
- b. Payments shall be as set forth in the Specifications, Section IP-7.

7. Contractor agrees that County has the option to purchase more or less than the quantity specified in the quote; and that County shall not be liable or responsible for any payment for additional work or cost unless its Board of County Commissioners specifically assumes in writing such responsibility and liability on and by itself.

8. Contractor agrees to make all the provisions of this Contract applicable to any subcontractor performing hereunder.

9. Contractor agrees to not assign this Contract without the proposed assignee being fully, specifically approved and accepted in writing by County.

10. Contractor agrees that its performance under this Contract is at its own sole risk and that it shall indemnify County, its agents and employees, against and hold them harmless from any and all liability for damages, costs, losses and expenses resulting from, arising out of or in any way connected with Contractor's failure to perform fully hereunder, and Contractor further agrees to defend, indemnify and hold harmless Morrow County, its agents and employees, against all suits, actions or proceedings brought by any third party against them for which Contractor would be liable under Attachment 1 and Attachment 2.

11. The laws of the State of Oregon shall govern in any action, claim or suit on this Contract. The place of venue for any claim, suit, or action shall be Morrow County. Each party shall be responsible for that party's attorney fees, costs and disbursements at all times, including appeals.

12. Contractor shall maintain all fiscal records relating to this Contract in accordance with generally accepted accounting principles. In addition, Contractor shall maintain any other records pertinent to this Contract in such a manner as to clearly document Contractor's performance hereunder. Contractor acknowledges and agrees that County, the Oregon Secretary of State's Office, the Federal Government and their duly authorized representatives shall have access to such fiscal records and all other documents that are pertinent to this Contract for the purpose of performing audits and examinations and making transcripts and excerpts. All such fiscal records and documents shall be retained by Contractor for a minimum of three (3) years (except as required longer by law) following final payment and termination of this Contract, or until the conclusion of any audit, controversy or litigation arising out of or related to this Contract, whichever date is later.

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

ENVIROAD LLC.

MORROW COUNTY BOARD OF COMMISSIONERS

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David Sykes, Chair

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Jeff Wenholz, Commissioner

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Authorized Representative

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Roy Drago Jr., Commissioner

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Date

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Date



**— PUBLIC NOTICE —**

**SOLE SOURCE PROCUREMENT REQUEST  
Supply and Deliver Ambient Mix Asphalt Emulsion**

**Morrow County, Oregon**

Morrow County Public Works is seeking to procure Sole Source Materials EBS-RA and EB-Prime for our upcoming Ambient Mix Paving Projects.

This Public Notice is intended to allow suppliers the opportunity to review and submit protest to the Request for Sole Source Materials.

Any protest should be submitted within seven days of this public notice to: Public Works Director Eric Imes @ [eimes@co.morrow.or.us](mailto:eimes@co.morrow.or.us)

Contract terms, conditions, and specifications may be reviewed at the Morrow County Website Bids & RFPs tab [co.morrow.or.us](http://co.morrow.or.us)