



INVITATION TO BID

**2026-131-PR
SUPPLY, DELIVERY, AND
APPLICATION OF LIQUID ASPHALT EMULSION**

APRIL 2026 THROUGH JUNE 2027

QUOTES DUE:

February 05, 2026 @ 2:00 PM

**Sandi Pointer, Risk and Procurement Manager
215 NE Main Ave., Irrigon, OR 97844
541-989-8166
spointer@morrowcountyor.gov**

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

INSTRUCTIONS TO PROPOSERS:

IP-1 Time and Place for Receiving Proposals

- A. Bids for the herein described work and materials will be received by Morrow County Public Works on or before February 05, 2026 @ 2:00 PM, 215 NE Main Ave., Irrigon, OR 97844
- B. Bids must be in a sealed envelope marked "Emulsion ITB".
- C. Bids will be opened February 05, 2026 @ 2:05 PM, 215 NE Main Ave., Irrigon, OR 97844
- D. Suppliers shall submit the cost portion of the Invitation to Bid on the attached Quote Schedule Exhibit A which shall be signed in the place provided.
- E. The submission of a bid signifies that the Supplier has the necessary personnel and equipment and will be able to perform the specified work as outlined without interruption.
- F. A pre-offer conference will not be held.

IP-2 Overview

Morrow County has implemented an aggressive road preservation program to address widespread pavement deterioration and extend the life of its roadway system. The County's goal is to improve paved roads as efficiently as possible so that all miles reach a "good" condition, followed by the implementation of a sustainable and manageable maintenance program.

Morrow County seeks to partner with a supplier that understands and supports these objectives. For the sake of safety, efficiency, and continuity, the County expects that a qualified distributor operator assigned to the project will remain through its completion. Additionally, due to the remote nature of many project locations, consistency among transport drivers is highly desirable.

IP-3 Scope of Work

- A. Supplier shall furnish to Morrow County Public Works liquid asphalt emulsion as indicated below:
 - CRS-3P Approximately 3000 tons
 - Fog Seal Approximately 1000 tons
- B. Supplier shall provide on a contract rental basis one asphalt distributor daily (unless otherwise directed) with qualified operators for applying the liquid asphalt emulsion to the road surface.
- C. The product shall be delivered to various job sites at dates and times directed by Morrow County.
- D. County will prepare road surfaces to receive the surface treatments at the specified job sites.
- E. County will provide traffic control measures.
- F. County will provide equipment and qualified operators for chip spreading, aggregate hauling, rolling, and sweeping.
- G. County will provide aggregate for surface treatment.

IP-4 Performance Requirements

- A. Supplier shall furnish distributor trucks. Distributor trucks shall be tandem axle with a minimum tank capacity of four thousand two hundred (4,200) gallons; equipped with Computer Rate Control distributor bars; and equipped with a volume measuring device, and thermometer for measuring the emulsion temperature in the tank. Distributor trucks shall be in good mechanical condition, capable of working ten (10) hour shifts with minimal mechanical breakdowns.
- B. Supplier shall furnish distributor truck combinations capable of delivering no less than thirty (30) tons of liquid asphalt. Or supplier shall not charge a minimum freight fee if the distributor truck does not operate as a combination.
- C. The distributor bars shall be capable of distributing asphalt at a minimum width of sixteen (16) feet consistently and accurately when the bar nozzles are at a distance of twelve (12) inches from the driving surface, full flow circulating, with enclosed nozzle valves. Bar shall be operated from the cab of the trucks in maximum two (2) foot increments on an eight (8) foot main bar and one (1) foot increments on each bar wing, or otherwise as approved by the County.
- D. The bars shall be capable of spreading liquid asphalt at any rate from 0.08 to 0.50 gallons per square yard at varying widths to sixteen (16) feet or more, all cab controlled.
- E. Supplier shall ensure that distributor trucks have been calibrated prior to beginning of work to ensure accurate distribution of liquid asphalt emulsion.
- F. Distributor trucks shall have on hand tools and parts (including replacement spray nozzles) to ensure continuous operations in the event of minor mechanical problems.
- G. The distributors shall typically transfer product from the transport trucks at a rate of 280 gallons per minute. The distributor driver shall ensure that no foaming of the liquid asphalt emulsion occurs, and shall adjust transfer procedures as needed to maintain the quality of the product.
- H. Supplier shall provide transport trucks in such numbers as are needed to provide for the continuous, uninterrupted operation of County's construction activities. Supplier shall manage transport trucks such that overlap wait times of off-loading trucks will be minimized or avoided.
- I. Supplier shall be capable of delivering up to 120 tons per day in a maximum of four transport tanker on any day.
- J. The awarded bidder will be required to assume responsibility for all services outlined in the Request for Proposal, whether the bidder produces services or the bidder's sub-contractors produce services.
- K. Failure to perform this ITB's scope of work and performance standards, or the highest industry standards may result in termination of this contract.

IP-5 Withdrawal of Proposals

- A. A bid may be withdrawn at any time prior to the due date/time, by written request to Morrow County, which may be mailed, 215 NE Main Ave., Irrigon, OR 97844 or presented in person. The request to withdraw shall be signed by the supplier, or the supplier's authorized representative.
- B. The withdrawal of a Bid does not prejudice the right of the supplier to submit a new proposal.
- C. No Bid can be withdrawn after the Invitation to Bid due time. The proposal constitutes an offer to enter into a contract if accepted by Morrow County.

IP-6 Right to Reject Offers

Morrow County may reject any offer not in compliance with all prescribed public procurement procedures and requirements, and may reject for good cause any or all offers upon a finding by the County that it is in the public interest to do so.

IP-7 Contract Award

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

IP-8 Contract Documents

- A. The contract documents are intended to be mutually cooperative and to provide all details reasonably required for the execution of the proposed work.
- B. Any person submitting a proposal shall not, at any time after submission, dispute, complain or assert that there was any misunderstanding in regard to the nature, quality or description of the materials to be supplied and the work to be performed.
 - 1. Any person submitting a proposal shall not, at any time after submission, dispute, complain or assert that there was any misunderstanding in regard to the nature, quality or description of the materials to be supplied and the work to be performed.

IP-9 Contractor's Bonds

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

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

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

GENERAL PROVISIONS:

GP-1 Laws to be Observed

- A. The Supplier shall comply with all applicable federal, state, and local laws, ordinances, rules, and regulations affecting the work at all times.
- B. The Supplier shall defend, indemnify, and hold harmless Morrow County, its officers, employees, and agents from and against any claims, liabilities, damages, losses, or expenses arising from any violation of applicable laws by the Supplier, its officers, employees, agents, or subcontractors.
- C. The Supplier shall be responsible for the acts and omissions of its employees and subcontractors and shall defend, indemnify, and hold harmless Morrow County, its officers, employees, and agents from any claims or liabilities arising out of the Supplier's negligence.

GP-2 Labor Provisions

The application of liquid asphalt is classified as a "public works project" as defined in ORS 279C.800. The Contractor and all subcontractors shall fully comply with all applicable Bureau of Labor and Industries (BOLI) Prevailing Wage Rate statutes, rules, and reporting requirements throughout the duration of this contract.

GP-3 Contract Performance

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

GP-4 Payment

- A. Liquid asphalt will be paid at the quoted unit price for product used and applied to the road surface only. Partial loads returned shall be measured and credited back to the County.
- B. Distributor trucks will be paid at the quoted unit price for hourly rates. Contract hourly rates will start at the time the distributor trucks have been directed to be on site to prepare equipment for applying the liquid asphalt. Contract hourly rates will end when the distributor trucks have completed the final application for the work day and perform equipment shut down procedures.

- C. 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.

GP-5 Additional Information and Requirements

- A. Provide contractor's certification of compliance with Oregon tax laws (refer to ORS 305.385).
- B. Provide a statement identifying whether the bidder is a resident bidder according to ORS 279A.120
- C. All documents related to this Invitation to Bid (ITB), including any addenda, must be obtained from the Morrow County website under the Bids & RFPs tab (co.morrow.or.us). Any addenda will be posted no later than four (4) days prior to the bid closing date.
- D. Questions regarding this Invitation to Bid (ITB) be submitted by email no later than seven (7) days prior to bid closing to the following contact: Risk and Procurement Manager
spointer@morrowcountyor.gov

Provide required certificates of insurance.

SPECIAL PROVISIONS:

SP-1 Asphalt

- A. Supplier shall deliver liquid asphalt emulsion on Morrow County Public Works orders, as follows:

Liquid asphalt emulsion shall be delivered to specified job sites in Morrow County by supplier. Distributor shall expeditiously fill from supplier's carriers and be in position and ready to start applying asphalt at the specified times each day.

Liquid asphalt emulsion shall be delivered at a minimum temperature of 170°F as measured in the cargo tank.

Morrow County reserves the right to stop production and reject liquid asphalt if applied characteristics do not meet the satisfaction of Morrow County.

- B. Asphalt material shall conform as indicated below.

1. CRS-3P

General Requirements: This specification has been designed to yield a set of distinguishing characteristics of a polymer modified emulsion for use in chip seal projects where engineered design and early return to traffic is desired. The emulsion must be homogenous and polymerized before shipment. It shall meet the following requirements when tested within 10 days of sampling according to AASHTO Method T59 as modified.

TESTS ON EMULSION	Min.	Max
Saybolt Viscosity @ 122°F SFS.....	400	
Storage Stability 1% 1 day.....		1
Demulsibility %.....	40	
Particle charge test... Positive		
Sieve test %.....		0.1
TESTS ON RESIDUE FROM DISTILLATION	Min.	Max
Oil distillate % by volume of emulsion.....		3
Residue % by weight (Note 1).....	68	
Penetration @ 77°F.....	90	
Solubility in Trichloroethylene % (Note 2).....	97.5	
Elastic Recovery % (Note 3).....	70	

- i. AASHTO T59 with modifications to include 300 grams emulsion and a 177 ± 5°C (350 ± 10°F) maximum temperature to be held for 15 minutes.
- ii. AASHTO T44 Solubility of Bituminous Materials (in trichloroethylene).
- iii. ODOT TM 429 Elastic Recovery method of testing on file at ODOT Materials Laboratory in Salem, Oregon.
- iv. AASHTO M208 section 3. (c) for viscosity states: “this test requirement on representative samples may be waived if successful application of the material has been achieved in the field.”

2. Fog Seal Material

The Supplier shall deliver fog seal material that meet the conditions below. For every part emulsified asphalt add no more than one (1) part water. Add water at point of supply and mix with emulsified asphalt to obtain a homogenous emulsion. Dilution water must be potable and free from detectable solids or incompatible soluble salts (hard water).

The emulsified liquid asphalt shall meet the following conditions:

Test	Test Result	Method
Viscosity	20 - 100	ASTM D7496
Sieve test, %	0.1	ASTM D6933
Particle Charge	positive	ASTM D7402
Residue by distillation	60 min.	ASTM D6997
Penetration, 77°F, 100 g, 5 sec.	20-60	ASTM D5

- C. Morrow County reserves the right to have quality control testing performed by a qualified third party test lab in the case of a performance issue. Samples may be taken from each load of asphalt and tested for compliance with specification requirements.
- Material not in compliance with the Standard Specifications and/or these contract specifications may be rejected by County.
- If testing reveals an out of compliance product after all or part of the product has been applied, the product represented by the tested sample may be rejected wholly or in part at the sole discretion of the County. Payment will not be made for rejected materials.
- Qualified third party test results shall supersede test results provided by the supplier in the case of a performance issue.
- D. Supplier may be asked to provide to Morrow County a copy of supplier's quality control test results for each batch of material manufactured.

SP-2 Stand-By-Time

- A. Supplier shall furnish Morrow County a contract hourly price for stand-by-time ("demurrage") of the liquid asphalt transport trucks. This hourly price will cover stand-by time for transport trucks due to breakdown of County equipment, intermittent stoppage due to foreseeable weather, or similar circumstances.
- Supplier shall provide for a two hour period of time for the product to be off loaded from the transport trucks without incurring demurrage. Demurrage charges may apply for stand by time of a transport truck beginning at two hours after the arrival of the transport truck to the off load location, or the specified time, whichever is later.
- Demurrage will be assessed in half hour increments, rounded to the nearest quarter hour. Demurrage will not apply when transport trucks arrive early; arrive late; or overlap their staging due to numbers and/or scheduling that is not consistent with the specified progress of County's construction activities.
- Delays in production due to tardiness of transport trucks and/or distributor trucks; and/or slow performance of distributor operators during refill or the application stage shall negate any concurrent or subsequently effected demurrage.
- B. Morrow County reserves the right to cancel this contract due to delays and loss of production due to mechanical failure, inadequate supply of asphalt, or other causes related to the Supplier's responsibilities.
- C. Force majeure will apply for either party where Acts of God or *casus fortuitous* beyond the control of County or Supplier's forces create the delays.

**PROPOSAL SCHEDULE
SUPPLY, DELIVERY, AND
APPLICATION OF LIQUID ASPHALT EMULSION
BIDS DUE: February 05,2026 @ 2:00 PM**

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

Distributor Truck: Year: _____ Make: _____

Distributor Manufacturer: _____ Tank Capacity: _____

Company Name: _____

Address: _____ Phone: _____

E-mail address: _____

Printed Name: _____

Authorized Signature: _____ Date: _____

Appendix A

Morrow County Services Contract

This contract is between MORROW COUNTY, acting by and through its Board of County Commissioners, hereafter called County, and **ENTITY NAME AND TYPE**, hereafter called Contractor.

1.0 Effective Date and Duration

1.1 This contract is dated and shall become effective on **EFFECTIVE DATE**

1.2 This contract shall expire, unless otherwise terminated or extended, on **END DATE**.

1.3 Contract termination or expiration shall not extinguish or prejudice a party's right to enforce this contract with respect to any default or defect in performance that has not been cured by the other party.

2.0 Contract Documents

This contract includes the attached Exhibit A (Statement of Work), Exhibit B (Required Insurance), and **Exhibit C (Grant agreement)**, which are by this reference made a part of the contract.

3.0 Notice

Except as otherwise expressly provided in this contract, any communications between the parties or notices to be given under this contract shall be given in writing by personal delivery, or mailing the same, postage prepaid, to Contractor and County at the address set forth in this Contract, or to such other address numbers as either party may indicate. Any communication or notice so addressed and mailed shall be effective five (5) days after mailing. Any communication or notice given by personal delivery shall be effective when actually delivered.

4.0 Statement of Work

4.1 Contractor shall perform the statement of work as set out in Exhibit A in accordance with the terms and the conditions of this contract.

4.2 The delivery schedule for the work is identified in Exhibit A.

5.0 Consideration

5.1 The County agrees to pay the Contractor for performance of the work in accordance with the compensation terms set forth in **Exhibit A**, attached hereto and incorporated by this reference. Total compensation under this contract shall not exceed the applicable not-to-exceed amount identified in Exhibit A, inclusive of all allowable

expenses. Payment shall be made only for work actually performed and accepted by the County, in accordance with the terms of this contract.

5.2 If the maximum compensation amount is increased by amendment of this contract, the amendment must be fully effective before Contractor performs work subject to the amendment. No payment will be made for any services performed before the beginning date or after the expiration date of this contract.

5.3 Contractor shall submit one monthly billing for work performed. The billings shall describe with particularity all work performed, by whom it was performed, and shall itemize and explain all expenses for which reimbursement is claimed and that this contract requires the County to pay.

5.4 Contractor shall not be compensated for work performed under this contract by any other Department of Morrow County.

5.5 Contractor shall be responsible for all federal or state taxes or retirement pension benefits applicable to compensation or payments paid to Contractor under this Contract and, unless Contractor is subject to backup withholding, County will not withhold from such compensation or payments any amount(s) to cover Contractor's federal or state tax obligations. Contractor is not eligible for any social security, retirement pension benefits, unemployment insurance or workers' compensation benefits from compensation or payments paid to Contractor under this Contract, except as a self-employed individual.

6.0 Independent Contractor

6.1 Contractor shall perform all work as an independent contractor. The County reserves the right (i) to determine and modify the delivery schedule for the work and (ii) to evaluate the quality of the work product, however, the County may not and will not control the means or manner of Contractor's performance. Contractor is responsible for determining the appropriate means and manner of performing the Work.

6.2 If Contractor is currently performing work for the State of Oregon or the federal government, Contractor by signature to this Contract, represents and warrants that: Contractor's Work to be performed under this Contract creates no potential or actual conflict of interest as defined by ORS 244 and no statutes, rules or regulations of the state or federal for which Contractor currently performs work would prohibit Contractor's Work under this contract.

6.3 Contractor is not an officer, employee, or agent of County as those terms are defined in ORS 30.265.

7.0 Funds Available and Authorized

7.1 The County certifies at the time this contract is written that sufficient funds are available and authorized for expenditure to finance costs of this contract.

7.2 Contractor understands and agrees that County's payment of amounts under this contract is contingent on County receiving funding from the State of Oregon and

appropriations sufficient to allow County, in the exercise of its reasonable administrative discretion, to continue to make payments under this contract. If funds are not available, the County may terminate this contract as provided in paragraph 11.4.

8.0 Indemnity.

8.1 The Contractor shall defend, indemnify, and hold harmless the County and its officers, employees, and agents from and against any and all claims, actions, damages, losses, liabilities, costs, and expenses, including attorneys' fees, arising out of or related to the Contractor's performance of this contract, including the acts or omissions of the Contractor and its officers, employees, subcontractors, or agents.

8.2 Indemnity for infringement claims.

Without limiting the generality of Section 8.1, the Contractor agrees to defend, indemnify, and hold the County and its agencies, subdivisions, officers, directors, agents, and employees harmless from any claims, actions, losses, liabilities, costs, expenses (including attorneys' fees), and damages arising out of or related to any allegation that the work, work product, or other items provided by the Contractor, or the County's use thereof, infringes upon any patent, copyright, trademark, trade secret, or other intellectual property or proprietary right of a third party. The County shall provide the Contractor with prompt written notice of any such claim.

9.0 Compliance with Applicable Law

Contractor shall comply with all federal, state, and local laws and ordinances applicable to this contract.

10.0 Records

10.1 Contractor shall maintain all financial records relating to this contract in accordance with generally accepted accounting principles, and any other records pertinent to this contract in such a manner as to clearly document Contractor's performance.

10.2 County, the Secretary of State's Office of the State of Oregon, the Federal Government, and their duly authorized representatives, shall have access to the books, documents, papers, and records of the Contractor that are pertinent to this contract for the purpose of making audit, examination, excerpts and transcript.

10.3 Contractor shall retain and keep accessible all records for such period as required by applicable law following final payment and termination of this contract.

11.0 Default and Termination

11.1 Time is of the essence under this contract.

11.2 Default by Contractor.

- (1) Contractor shall be in default under this Contract if:
 - (A) Contractor institutes or has instituted against it insolvency, receivership or bankruptcy proceedings, makes an assignment for the benefit of creditors, or ceases doing business on a regular basis; or
 - (B) Contractor no longer holds a license or certificate that is required for Contractor to perform its obligations under the Contract and Contractor has not obtained such license or certificate within fourteen (14) calendar days after County's notice or such longer period as County may specify in such notice; or
 - (C) 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, 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 fourteen (14) calendar days after County's notice, or such longer period as County may specify in such notice.

(2) County's Remedies for Contractor's Default. In the event Contractor is in default under this Paragraph 11.2, County may, at its option, pursue any or all of the remedies available to it under this Contract and at law or in equity, including, but not limited to:

- (A) Termination of this Contract under Paragraph 11.4;
- (B) Withholding all monies due for work and work products that Contractor has failed to deliver within any scheduled completion dates or has performed inadequately or defectively;
- (C) Initiation of an action or proceeding for damages, specific performance, or declaratory or injunctive relief;
- (D) Exercise of its right of setoff.

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.

11.3 Default by County.

- (1) County shall be in default under this Contract if:
 - (A) County fails to pay Contractor any amount pursuant to the terms of this contract, and County fails to cure such failure within fourteen (14) calendar days after Contractor's notice or such longer period as Contractor may specify in such notice; or
 - (B) County commits any material breach or default of any covenant, warranty, or obligation under this Contract, and such breach or default is not cured within fourteen (14) calendar days after Contractor's notice or such longer period as Contractor may specify in such notice.

(2) Contractor's Remedies for County's Default. In the event County terminates the Contract under paragraph 11.4, or in the event County is in default under this paragraph 11.3 and whether or not Contractor elects to exercise its right to

terminate the Contract under paragraph 11.4, Contractor's sole monetary remedy shall be (a) with respect to services compensable on an hourly basis, a claim for unpaid invoices, hours worked within any limits set forth in this contract but not yet billed, authorized expenses incurred and interest within the limits permitted under ORS 82.010; and (b) with respect to deliverable-based work, a claim for the sum designated for completing the deliverable multiplied by the percentage of Work completed and accepted by County, less previous amounts paid and any claim(s) that County has against Contractor. In no event shall County be liable to Contractor for any expenses related to termination of this contract or for anticipated profits. If previous amounts paid to Contractor exceed the amount due to Contractor under this paragraph 11.3, Contractor shall pay immediately any excess to County upon written notice sent in accordance with paragraph 3.0.

11.4 Termination.

(1) County's Right to Terminate at its Discretion. At its sole discretion, County may terminate this Contract:

- (A) For its convenience upon thirty (30) days' prior written notice by County to Contractor;
- (B) Immediately upon written notice if County fails to receive funding, appropriations, limitations, allotments or other expenditure authority at levels sufficient to pay for the work or work products; or
- (C) Immediately upon written notice if federal or state laws, regulations, or guidelines are modified or interpreted in such a way that the County's purchase of the work or work products under this Contract is prohibited or County is prohibited from paying for such work or work products from the planned funding source.

(2) County's Right to Terminate for Cause. In addition to any other rights and remedies County may have under this Contract, County may terminate this Contract immediately upon written notice by County to Contractor, or at such later date as County may establish in such notice, or upon expiration of the time period and with such notice as provided below, upon the occurrence of any of the following events:

- (A) Contractor is in default under paragraph 11.2 because Contractor institutes or has instituted against it insolvency, receivership or bankruptcy proceedings, makes an assignment for the benefit of creditors, or ceases doing business on a regular basis;
- (B) Contractor is in default under paragraph 11.2 because Contractor no longer holds a license or certificate that is required for it to perform services under the Contract and Contractor has not obtained such license or certificate within fourteen (14) calendar days after County's notice or such longer period as County may specify in such notice; or
- (C) Contractor is in default under paragraph 11.2 because 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 fourteen (14) calendar days after County's notice, or such longer period as County may specify in such notice.

(3) Contractor's Right to Terminate for Cause. Contractor may terminate this Contract with such written notice to County as provided below, or at such later date as Contractor may establish in such notice, upon the occurrence of the following events:

(A) County is in default under paragraph 11.3 because County fails to pay Contractor any amount pursuant to the terms of this Contract, and County fails to cure such failure within fourteen (14) calendar days after Contractor's notice or such longer period as Contractor may specify in such notice; or

(B) County is in default under paragraph 11.3 because County commits any material breach or default of any covenant, warranty, or obligation under this Contract, fails to perform its commitments hereunder within the time specified or any extension thereof, and County fails to cure such failure within fourteen (14) calendar days after Contractor's notice or such longer period as Contractor may specify in such notice.

11.5 Return of Property. Upon termination of this Contract for any reason, Contractor shall immediately deliver to County all of County's property (including any work or work products for which County has made payment in whole or in part) that is in the possession or under the control of Contractor in whatever stage of development and form of recordation such County property is expressed or embodied at that time.

11.6 Upon receiving a notice of termination of this Contract, Contractor shall immediately cease all activities under this Contract, unless County expressly directs otherwise in such notice of termination. Upon County's request, Contractor shall surrender to anyone County designates, all documents, research or objects or other tangible things needed to complete the work and the work products.

11.7 In any suit or action of any type arising under this contract, each party shall pay its own attorney fees and costs.

11.8 The failure of either party to enforce any provision of this contract shall not constitute a waiver by that party of that or any other provision.

12.0 Force Majeure

Neither party shall not be held responsible for delay or default caused by fire, riot, acts of God, terrorist acts or other acts of political sabotage, and war, which is beyond the party's reasonable control. Contractor shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon cessation of the cause, diligently pursue performance of its obligations under the contract.

13.0 Amendments

The terms of this contract shall not be waived, altered, modified, supplemented or amended, in any manner whatsoever, except by written instrument signed by the parties.

14.0 Assignments and Successor Interests

14.1 Contractor shall not enter into any subcontracts for any work scheduled under this contract, or assign or transfer any of its interest in this contract, without the prior written consent of the County.

14.2 The provisions of this contract shall be binding upon and shall inure to the benefit of the parties, and their respective successors and assigns.

15.0 Severability

The parties agree that if any term or provision of this contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions 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.

16.0 Controlling Law/Venue

16.1 The provisions of this contract shall be governed and construed in accordance with the provisions of the law of the State of Oregon.

16.2 Venue for any action or proceeding arising out of or related to the interpretation or enforcement of this contract shall lie exclusively in the Circuit Court of the State of Oregon for Morrow County. By execution of this contract, the Contractor irrevocably consents to the personal jurisdiction of such court.

17.0 Contractor Data and Certification

17.1 Contractor Tax Identification Information. Contractor shall provide Contractor's Social Security number or Contractor's federal tax ID number and the additional information set forth below. Social Security Numbers provided pursuant to this paragraph will be used for the administration of state, federal and local tax laws.

Name(tax filing): _____

Address: _____

Citizenship, if applicable: Non-resident alien Yes No

Business Designation (check one): _____

Professional Corporation Partnership Limited Partnership Limited Liability Company Limited Liability Partnership Sole Proprietorship Other Non-Profit Corporation

Federal Tax ID# _____

County may report the information set forth above to the Internal Revenue Service (IRS) under the name and social security number or taxpayer identification number provided.

17.2. Certification. The individual signing on behalf of Contractor hereby certifies and swears under penalty of perjury that:

- (a) The number shown on this form is Contractor's correct taxpayer identification;
- (b) Contractor is not subject to backup withholding because (i) Contractor is exempt from backup withholding; (ii) Contractor has not been notified by the IRS that Contractor is subject to backup withholding as a result of a failure to report all interest or dividends; or (iii) the IRS has notified Contractor that Contractor is no longer subject to backup withholding;
- (c) The person signing this document is authorized to act on behalf of Contractor and has the authority and knowledge regarding Contractor's payment of taxes and to the best of her/his knowledge, Contractor is not in violation of any Oregon tax laws named in ORS 305.380(4), including without limitation the state inheritance tax, gift tax, personal income tax, withholding tax, corporation income and excise taxes, amusement device tax, timber taxes, cigarette tax, other tobacco tax, 9-1-1 emergency communications tax, the homeowners and renters property tax relief program and local taxes administered by the Department of Revenue;
- (d) Contractor is an independent contractor as defined in ORS 670.600; and
- (e) The supplied Contractor data is true and accurate.

17.3 CONTRACTOR, BY SIGNING THIS CONTRACT, ACKNOWLEDGES THAT CONTRACTOR HAS READ THIS CONTRACT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

Approved by the Contractor:

CONTRACTOR NAME

Signature

Date

Title: _____

OWNER: MORROW COUNTY BOARD OF COMMISSIONERS

By: _____
David Sykes, Commissioner Chair

Date: _____

By: _____
Jeff Wenholz, Commissioner

Date: _____

By: _____
Gus Peterson, Commissioner

Date: _____