



INVITATION TO BID

2026-134-PR

ROCK

CRUSHING BIDS

DUE:

March 12, 2026

**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 ROCK CRUSHING SERVICES

ITB-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 March 12, 2026., P.S.T. 215 NE Main Ave., Irrigon, OR 97844
541-989-8166 in person or via UPS or Fed-Ex.
- B. Solicitation Documents may be reviewed at the Morrow County Website
co.morrow.or.us
- C. Bids must be in a sealed envelope and marked "Rock Crushing ITB".
- D. Bids will be opened, 2:00 PM P.S.T. at Morrow County 215 NE Main Ave., Irrigon, OR 97844
- E. Suppliers shall submit the Exhibit A Fee Schedule and shall be signed in the place provided.
- F. 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.
- G. A pre-offer conference will not be held.

ITB-2 Scope of Work

- A. The objective of this work is to assist Morrow County with a variety of crushing projects.
- B. Weigh aggregate.
- C. Produce stockpiles.
- D. Contractor shall provide the following services in the specified estimated amounts in the specified areas; contractor shall supply all labor, supplies, materials, and supervision necessary to complete contractor's agreement.
- E. All quantities listed in **Exhibit A** are estimates only and are not guarantees of minimum or maximum purchase. All locations should have a cost breakdown per ton of each type of rock.
- F. Visual inspection of the rock will be performed by Morrow County personnel while crushing and stockpiling operations are being performed.
- G. Furnish rock crushers capable of producing Rock meeting Specifications. Use an impact crusher of sufficient size and capable of producing Aggregate in cubical form, free from sharp points or slivers.
- H. Aggregate shall be piled as directed by the County.
- I. Clean up Quarry sites as directed by the County.
- J. Break up oversized Aggregate.

ITB-3 **Performance Requirements**

- A. Contractors must perform work according to the highest industry standard for Rock Crushing.
- B. Contractor designee and a Morrow County Representative shall come to an agreement of quality and completeness of the project.
- C. Morrow County may require clarification or changes needed to understand the Contractor's project approach.
- D. The awarded bidder will be required to assume responsibility for all services outlined in the Invitation to Bid.
- E. Consequences for failure to perform work according to the highest industry standards for rock crushing may result in termination of the contract. Morrow County may seek damages and other relief applicable by law.
- F. Contract Timeframe Work under this contract shall commence upon issuance of a Notice to Proceed by Morrow County. All work shall be completed no later than **June 30, 2028**, unless extended in writing by the County.

Exhibit A

Fee Schedule

Thompson Pit, S7/4S/27E, Tax Lot 900

QUOTE ITEM	UNIT	Quantity	Unit Price	Total Cost
Drilling	lump sum	1		
Blasting	lump sum	1		
1" Road Rock	Ton	20,000		
2" Road Rock	Ton	20,000		
TOTAL				

Clarks Canyon Pit, 22/2S/25E, County Owned

□

QUOTE ITEM	UNIT	Quantity	Unit Price	Total Cost
Drilling	lump sum	1		
Blasting	lump sum	1		
1/2 – ¼ chip rock	Ton			
3/4" Road Rock	Ton			
2" Road Rock	Ton	20,000		
TOTAL				

Dougherty Pit 7/1S/27E Tax Lot 505

QUOTE ITEM	UNIT	Quantity	Unit Price	Total Cost
Drilling	lump sum	1		
Blasting	lump sum	1		
½ -1/4 chip rock	Per Ton			
1" Road Rock	Per Ton	20,000		
2" Road Rock	Per Ton			
TOTAL				

Due March 12, 2026 @2:00PM

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

Contractor Name: _____

Address: _____ Phone: _____

Contractor signature:

ITB-5 Contractor's Bonds

- A. A bid bond is not required for submission of a bid.
- B. A performance bond is not required for this contract.

ITB-6 Withdrawal of Proposals

- A. A proposal may be withdrawn at any time prior to the due date/time, by written request to Morrow County Public Works, which may be mailed, 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 proposal does not prejudice the right of the supplier to submit a new proposal.
- C. No proposal can be withdrawn after the request for proposals due time. The proposal constitutes an offer to enter into a contract if accepted by Morrow County.

ITB-7 Right to Reject Offers

- A. Morrow County reserves the right to reject any or all bids, waive minor informalities or irregularities, cancel this solicitation, or re-solicit in whole or in part if deemed in the best interest of the County.

ITB-8 Contract Award

- A. Proposals will be evaluated by a committee appointed by the Public Works Director. The contract will be awarded to the lowest responsive and responsible bidder in accordance with ORS 279B.
- B. Contract will be awarded to the lowest responsive and responsible bidder.
- C. A decision to award the contract will be made in its entirety to a single contractor within thirty business days of the opening of submitted proposals. Award of the contract will be made according to timelines available to the Board of Commissioners.
- D. Morrow County reserves the right to accept or reject any or all offers and waive any informalities and irregularities in offers.
- E. A "Purchase of Supplies Contract" (Appendix A) will be executed by Morrow County and the vendor with the proposal that is most advantageous to Morrow County.

ITB-9 Appeal Process

- A. Appeal of any decision(s) by Morrow County that are averse to the Supplier must be delivered in writing, within five (5) working days, to the Morrow County Contract Review Board, which is composed of the Morrow County Board of Commissioners. Morrow County will issue a written Notice of Intent to Award.

Protests must be submitted in writing within five (5) business days of the issuance of the Notice of Intent to Award.

- 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.

ITB-10 Additional Information and Requirements

- A. Provide insurance documentation as described in the Morrow County Insurance Requirements.
- B. Questions regarding the Invitation to Bid shall be addressed by email no later than five (5) days prior to bid closing to the following: Risk and Procurement Manager spointer@morrowcountyor.gov.
- C. Provide contractor's certification of compliance with Oregon tax laws (refer to ORS 305.385).
- D. Provide a statement identifying whether the bidder is a resident bidder according to ORS 279A.120
- E. All documents regarding this Request for Proposal including all addenda must be acquired from the Morrow County Website Bids & RFPs tab (co.morrow.or.us). Any and all addenda will be posted no later than four days prior to proposal closing.
- F. This contract is subject to Oregon Prevailing Wage Law (ORS 279C.800–279C.870). Contractor shall comply with all applicable prevailing wage requirements.
- G. Invoice must include a signature line for land owner to accept crushed rock for payment.

Appendix A Contract Documents

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 (Contractor's Submitted Fee Schedule and Scope of Work from the ITB), Exhibit B (Required Insurance), 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 County agrees to pay Contractor for work performed in accordance with the unit prices set forth in Exhibit A. Total compensation shall not exceed \$800,000. without prior written authorization from the County.

Payments shall be made monthly based on actual work performed and documented in accordance with Exhibit A.

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 GENERAL INDEMNITY. CONTRACTOR SHALL DEFEND, SAVE, HOLD HARMLESS, AND INDEMNIFY THE COUNTY AND ITS OFFICERS, EMPLOYEES AND AGENTS FROM AND AGAINST ALL CLAIMS, SUITS, ACTIONS, LOSSES, DAMAGES, LIABILITIES, COSTS AND EXPENSES OF ANY NATURE WHATSOEVER, INCLUDING ATTORNEYS FEES, RESULTING FROM, ARISING OUT OF, OR RELATING TO THE ACTIVITIES OF CONTRACTOR OR ITS OFFICERS, EMPLOYEES, SUBCONTRACTORS, OR AGENTS UNDER THIS CONTRACT.

8.2 INDEMNITY FOR INFRINGEMENT CLAIMS. WITHOUT LIMITING THE GENERALITY OF PARAGRAPH 8.1, CONTRACTOR EXPRESSLY AGREES TO DEFEND, INDEMNIFY, AND HOLD COUNTY AND ITS AGENCIES, SUBDIVISIONS, OFFICERS, DIRECTORS, AGENTS, AND EMPLOYEES HARMLESS FROM ANY AND ALL CLAIMS, SUITS, ACTIONS, LOSSES, LIABILITIES, COSTS, EXPENSES, INCLUDING ATTORNEYS FEES, AND DAMAGES ARISING OUT OF OR RELATED TO ANY CLAIMS THAT THE WORK, THE WORK PRODUCT OR ANY OTHER TANGIBLE OR INTANGIBLE ITEMS DELIVERED TO COUNTY BY CONTRACTOR THAT MAY BE THE SUBJECT OF PROTECTION UNDER ANY STATE OR FEDERAL INTELLECTUAL PROPERTY LAW OR DOCTRINE, OR THE COUNTY'S USE THEREOF, INFRINGES ANY PATENT, COPYRIGHT, TRADE SECRET, TRADEMARK, TRADE DRESS, MASK WORK, UTILITY DESIGN, OR OTHER PROPRIETARY RIGHT OF ANY THIRD PARTY; PROVIDED, THAT COUNTY SHALL PROVIDE CONTRACTOR WITH PROMPT WRITTEN NOTICE OF ANY INFRINGEMENT 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 suit concerning the interpretation or enforcement of this contract must be brought in Circuit Court in Morrow County, Oregon. BY EXECUTION OF THIS CONTRACT, CONTRACTOR CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID 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: _____

MORROW COUNTY

OWNER: MORROW COUNTY BOARD OF COMMISSIONERS

By: _____

David Sykes, Commissioner Chair

Date: _____

By: _____

Jeff Wenholz, Commissioner

Date: _____

By: _____

Gus Peterson, Commissioner

Date: _____

EXHIBIT B

Insurance Requirements

Contractor shall obtain and maintain, throughout the term of this contract, insurance in the amounts set forth below and in a form satisfactory to the County. The insurance shall be provided by companies authorized to do business in the State of Oregon and acceptable to the County.

1. Workers' Compensation

Contractor shall maintain Workers' Compensation Insurance as required by Oregon law (ORS Chapter 656) for all employees engaged in work under this contract.

2. General Liability Insurance

Contractor shall maintain Commercial General Liability Insurance with limits of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate for bodily injury, property damage, and personal injury.

3. Automobile Liability Insurance

Contractor shall maintain Automobile Liability Insurance with a combined single limit of not less than \$500,000 for bodily injury and property damage covering all owned, non-owned, and hired vehicles.

Additional Insured

The County, its officers, employees, and agents shall be named as Additional Insureds under the Commercial General Liability and Automobile Liability insurance policies.

Certificates of Insurance

Contractor shall provide certificates of insurance to the County prior to the start of work under this contract and shall notify the County at least 30 days prior to any cancellation or material change in coverage.