



Curry County Road Department
28425 Hunter Creek Road
Gold Beach, OR 97444

Richard Christensen
Roadmaster

Phone: (541) 247-7097
Fax: (541) 247-7804

CONTRACT
between
CURRY COUNTY, OREGON
and
TIDEWATER CONTRACTORS, INC.
for
CHIP SEAL AGGREGATE 2023

THIS CONTRACT by and between Curry County, a political subdivision of the State of Oregon through the Curry County Road Department, 28425 Hunter Creek Road, Gold Beach, OR 97444-059, hereinafter called County, and Tidewater Contractors Inc. PO Box 1956 Brookings, OR 97415, hereinafter called Contractor.

The County and Contractor, for the considerations set forth hereinafter, agree as follows:

Statement of Work

Contractor to furnish and deliver 1,790 tons for a total contract price of \$119,180.00. Delivered and invoiced as follows. 1,200 tons of 3/8"-1/4" aggregate for the unit price per ton of \$67.00, for a total of \$80,400.00, to the stockpile site at Langlois Mountain Road M.P. 2.7. 440 tons of 3/8"-1/4" aggregate for the unit price per ton of \$67.00, for a total of \$29,480.00 to the stockpile site at Floras Creek Road M.P. 3.1. 150 tons of 3/8"-1/4" aggregate for the unit price per ton of \$62.00, to the stockpile site at North County Pacific Shop, invoiced as PR0420, at the following conditions and grading requirements;

The aggregate shall meet the specifications detailed in section 00710.10 of the "2021 Oregon Standard Specifications for Construction", as published by the Oregon Department of Transportation. The aggregated size designation shall be Single Size Medium 3/8"-1/4" as shown on the gradation chart below.

The aggregate shall be clean. Unless all dirt, dust, clay and other objectionable matter is completely removed by dry screening, the aggregates shall be made clean by washing and/or by eliminating from the quarry rock or pit run product, or from the product of the crusher, the smaller sized rock or gravel with which the dirt, clay and other objectionable matter is combined.

Grading Requirements

Page 1

CONTRACT - CHIP SEAL AGGREGATE - 2023

FILED IN CURRY COUNTY
Shelley Denney, County
Clerk

CJ:2023-90
03/20/2023 1:58:46 PM
4 PAGES

Single Size Medium
3/8"-1/4"

Percentage Passing

<u>Sieve Sizes</u>	<u>3/8"-1/4"</u>
1/2"	100
3/8"	85-10
1/4"	0-15
No. 30	0-2
No. 200 (wet)	0-1

The Contractor shall notify the County 48 hours prior to commencing hauling of the aggregates to the stockpile sites.

The County shall furnish bedding aggregates for the stockpiles prior to the delivery of the chip seal aggregates.

The County shall furnish a loader and operator at the stockpile site to facilitate the stockpiling of the aggregates.

The Contractor shall furnish load weight tickets at time of delivery, as detailed in section 00190.20 of the "2021 Oregon Standard Specifications for Construction", as published by the Oregon Department of Transportation.

The aggregate must be stockpiled and available for County use by July 1st, 2023.

Specifications

1. The Contractor shall, at its sole cost and expense, obtain before commencement of the work, and maintain during the process of the work, insurance coverage as set forth below. Contractor shall supply duplicate certificates evidencing that said minimum insurance is in force and that ten days notice will be given to County prior to any cancellation restriction or modification of such insurance.
 - a. Automobile liability insurance in limits not less than \$2,000,000 combined single limit per occurrence, and \$4,000,000 in the aggregate.
 - b. Comprehensive general liability insurance in limits not less than \$2,000,000 combined single limit per occurrence and \$4,000,000 general annual aggregate.

2. The Contractor is an independent contractor and not an employee of County. Contractor shall have the complete responsibility for the performance of this project. Contractor is a subject employer under the Oregon Workers Compensation Law and shall comply with ORS 656.017, which requires it to provide workers compensation coverage for its subject workers.
3. The Contractor shall comply with all applicable federal, state, and local statutes, regulations, etc. including but not limited to ORS 279B.045, 279B.220, 279B.235, 279C.505, 279C.515, 279C.520 and 279C.530, which are incorporated herein.

Payment and Performance Bonds are specifically waived by County for this project.

4. Payment will be made for the accepted quantities of the work performed for the various items detailed in the Schedule of Contract Prices. Payment will be made within 30 days of receipt of Contractor's invoice following completion of the project. Payment will be full compensation for all materials, equipment and labor required to perform the work as specified.
5. Contractor agrees to indemnify, defend and hold harmless County from any loss, cost, or expense claimed by third parties for property damage and bodily injury, including death, caused by the negligence or willful misconduct of Contractor, its employees, or agents in connection with this project.
6. This Contract may be terminated by either party for material breach of its terms provided that the party not in breach gives written notice to the party in breach and the breach is not cured within 10 calendar days of said notice. Termination of the Contract shall not prejudice any right of a party prior to the effective date of termination.
7. In the event a claim, dispute or other matter in question between the parties to this Contract arises and results in legal action, each party is responsible for its own attorney's fees.
8. Neither County nor Contractor shall assign, sublet, or transfer its interest in this Contract without the prior written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer, employee, trustee, or agent of any public body which may be party hereto.
9. No provision of this Contract shall be deemed waived unless such waiver is in writing and signed by the party waiving its rights.
10. If any provision of this Contract is held by a court to be invalid, such invalidity shall not affect the validity of other provisions of the Contract documents.

The County and Contractor mutually agree that this Contract represents the entire Contract between the County and Contractor with respect to the subject matter hereof and supersedes all prior negotiations, writings or discussions between them.

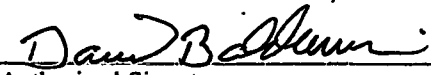
IN WITNESS WHEREOF the parties hereto have made and executed this Contract the day and year below written.

CURRY COUNTY

By: 
Michael E. Fitzgerald
Authorized Signatory Authority

Date: 3/9/23

TIDEWATER CONTRACTORS, INC.

By: 
Authorized Signature

Date: 3/9/23

APPROVED AS TO FORM

By: 
Michael E. Fitzgerald
County Legal Counsel

Date: 3/9/23