

SPECIAL PROVISIONS

FOR DELIVERY OF ONE NEW OR USED AZTEC 2650 TRACK MOUNTED JAW CRUSHER

DESCRIPTION OF WORK

The proposed work consists of delivery of one new or used Astec FT2650 Track Mounted Jaw Crusher as specified in the Bid Specification (see Information for Bidders), to Baker County Road Department, located at 3050 E Street, Baker City, OR 97814.

SCHEDULING

The contract shall be awarded or all bids rejected within fourteen (14) days of the bid opening. The successful bidder shall execute the contract within seven (7) days after the contract awarded and successful bidder is notified.

DURATION OF CONTRACT

Contact shall deliver the new or used Aztec Track Mounted Jaw Crusher within thirty (30) calendar days after the successful bidder is notified.

CONTRACTOR LIABILITY

Contractor shall be responsible for delivery of the Astec FT2650 Track Mounted Jaw Crusher, and any and all injury to any persons or property caused directly or indirectly by all activities related to performance of this contract, including delivery; and further agrees to indemnify and hold harmless and defend the County, its officers, agents, and employees from and against all claims, suites, actions, damages, costs, losses and expenses in any manner resulting from, arising out of, or connected with any injury.

DELIVERY

One new or used Astec FT 2650 Track Mounted Jaw Crusher meeting the specifications listed in the Information for Bidders, F.O.B. Destination Baker County Road Department 3050 E Street, Baker City, OR 97814.

PRE-BID INQUIRIES

All pre-bid inquiries should be directed to Noodle Perkins, Baker County Road Master.

(541) 523-6417

CONTRACT CANCELLATION

This contract does not provide for damages due to late delivery. However it is contemplated that delivery of acceptable equipment will take place on or before the delivery date specified herein. Contractor and County acknowledge that circumstances beyond the control of Contractor may delay delivery beyond the delivery date and, in some cases, make delivery of the equipment

impossible. It is agreed that some reasonable delay should not cause the contract to be breached, but at some date, the delay in delivery is unreasonable, consequently if delivery has not occurred within 280 days after the date of the County's notice to award the contract, this contract shall be deemed to be cancelled and contractor shall have no duty to deliver the equipment and County shall not be bound to accept the equipment or make any payment and the contract shall be null and void. Time is of the essence.