

Road Construction Materials – Asphaltic Emulsions

Request for Quotes

2024



Glenn County Public Works Agency
PO Box 1070 Willows, CA 95988
530.934.6530 Tel
530.934.6533 Fax



PUBLIC WORKS AGENCY

P.O. Box 1070 / 777 N. Colusa Street
Willows, CA 95988

Airports
Engineering
Flood Control
Roads & Bridges
Solid Waste
Surveyor

Donald Rust, Director

COUNTY OF GLENN NOTICE TO BIDDERS

NOTICE IS HEREBY GIVEN that the County of Glenn will accept sealed bids for the road construction materials listed below at the Glenn County Public Works Agency office, located at 777 N. Colusa Street, Willows, CA 95988 until **12:00 p.m. Thursday, May 20, 2024**. Interested firms can download the complete 2024 Road Construction Materials – Asphaltic Emulsions Bid Package from the County's website at: <http://www.countyofglenn.net/govt/bids>

All materials and services must conform to and meet all applicable requirements of the Caltrans 2023 Standard Specifications (as defined); see material descriptions for further information.

- Asphaltic Emulsion

Bid Submission Requirements:

All bids must be presented on the provided Glenn County Public Works Agency Bid Forms. Regardless of bidders location please calculate California sales tax for each bid item as instructed on the bid sheet. Total unit prices should include delivery and any additional charges. All bids should include a current IRS W-9 and Vendor Application.

Bidders are not required to submit a bid for every item listed and may only submit the applicable bid sheet(s).

Sealed bids must be clearly marked "2024 Road Construction Materials – Asphaltic Emulsion Bid". Bids may be delivered to 777 North Colusa Street, Willows, CA 95988. Sealed bid proposals must be received by Public Works Agency on or before the bid deadline.

Preference to local vendors

It is the policy of Glenn County that in determining the best responsible vendor and price, County staff shall give local vendors a five percent advantage over vendors whose place of business is located outside of the County. (Ord. 1100 § VI, 1998; Ord. 946 § 1 (part), 1989.)

Bid Award/Purchasing Schedule

Glenn County reserves the right to award an order to the lowest aggregate bidder for all items or on an item basis, or a group of like items, whichever is found to be in the best interest of the County. If a split award is not acceptable to a bidder, it must be stated in the bid response.

Glenn County reserves the right to reject any or all bids and/or waive any irregularities in any bid received. Glenn County reserves the right to award an order to the lowest aggregate bidder for all items or on an item basis, or a group of like items, whichever is found to be in the best interest of the

County. If a split award is not acceptable to a bidder, it must be stated in the bid response. Purchase orders and/or contractual agreements shall be awarded based on lowest offered pricing, quality of product, delivery terms, and service reputation of the bidder. Internal trucking cost will be evaluated and considered when determining the lowest responsible bidder. A sample purchase agreement is included in this bid package.

Unless otherwise specified, any or all quotations are subject to acceptance at any time within thirty days after opening of bid, and unless otherwise specified, awards may be made on the basis of any quantity for the specified unit price.

Road Materials may be purchased by the Glenn County Public Works Agency for the period commencing with bid awards through June 30, 2025. An awarded contract in no way obligates the County of Glenn to purchase the total amount of materials requested in the bid.

Questions

Written inquiries received prior to May 10, 2024, will receive a response a minimum of 72 hours prior to bid closing. All responses will be uploaded to the County's website and www.publicpurchase.com. Please direct all questions to Donald Rust at engineer@countyofglenn.net

**GLENN COUNTY PLANNING AND PUBLIC WORKS AGENCY
P.O. BOX 1070, WILLOWS, CA 95988
Vendor Application**

BUSINESS CONTACT INFORMATION

Company name:		DUNS #:	
Phone:		Fax:	
E-mail:			
Mailing Address:			
City:		State:	
ZIP Code:			
Primary Type of Business:			
Length of time in present business:			
Do you provide: (Choose one and check appropriate commodities - see over)			
<input type="checkbox"/> Equipment	<input type="checkbox"/> Services	<input type="checkbox"/> Supplies	<input type="checkbox"/> Service and Supplies

SERVICES

Briefly describe the services you provide:

SUPPLIES

Briefly describe the supplies you provide:

**PLEASE RETURN APPLICATION TO THE ABOVE ADDRESS
AND PROVIDE A IRS W9 FORM WITH YOUR APPLICATION
<http://www.irs.gov/pub/irs-pdf/fw9.pdf?portlet=3>**

COMMODITIES/SERVICES**(please check all that apply)**

- | | | |
|---|---|--|
| <input type="checkbox"/> 0100 Aerial Photography | <input type="checkbox"/> 0410 Dictation Equip | <input type="checkbox"/> 1365 Printing |
| <input type="checkbox"/> 0110 Ag & Forestry Equip/Su | <input type="checkbox"/> 0415 Disaster Equip/Services | <input type="checkbox"/> 1370 Printing Equipment |
| <input type="checkbox"/> 0115 Air Pollution Equipment | <input type="checkbox"/> 0430 Drafting Equip/Supp | <input type="checkbox"/> 1379 Publications |
| <input type="checkbox"/> 0145 Apparel | <input type="checkbox"/> 0500 Electrical Supplies | <input type="checkbox"/> 1390 Pumps |
| <input type="checkbox"/> 0150 Appliances | <input type="checkbox"/> 0510 Engineering, Geo | <input type="checkbox"/> 1400 Radios |
| <input type="checkbox"/> 0152 Architects | <input type="checkbox"/> 0511 Engineering, Mech | <input type="checkbox"/> 1430 Recreation/Park Equip |
| <input type="checkbox"/> 0155 Arts & Crafts | <input type="checkbox"/> 0512 Engineering, Strct | <input type="checkbox"/> 1440 Recycling Vend/Consult |
| <input type="checkbox"/> 0160 Asphalt Emulsion | <input type="checkbox"/> 0520 Emblems/Labels | <input type="checkbox"/> 1450 Refrigeration Equip |
| <input type="checkbox"/> 0165 Auction Services | <input type="checkbox"/> 0530 Envelopes | <input type="checkbox"/> 1460 Road & Hwy Maint |
| <input type="checkbox"/> 0170 Audio Visual | <input type="checkbox"/> 0600 Filing Systems | <input type="checkbox"/> 1470 Roofing/Roof Materials |
| <input type="checkbox"/> 0175 Auto & Truck Dealers | <input type="checkbox"/> 0620 Filters | <input type="checkbox"/> 1500 Safety Equip/Supplies |
| <input type="checkbox"/> 0180 Auto Parts | <input type="checkbox"/> 0640 Fire Extinguishers | <input type="checkbox"/> 1505 Sand Bags |
| <input type="checkbox"/> 0181 Auto Repair | <input type="checkbox"/> 0650 Flags/Banners | <input type="checkbox"/> 1510 Security Systems |
| <input type="checkbox"/> 0185 Aviation/Airplanes | <input type="checkbox"/> 0670 Forms | <input type="checkbox"/> 1515 Signs |
| <input type="checkbox"/> 0190 Award Pins/Badges | <input type="checkbox"/> 0700 Glass | <input type="checkbox"/> 1530 Signs, Name plates |
| <input type="checkbox"/> 0200 Bags/Liners | <input type="checkbox"/> 0800 Hardware & Tools | <input type="checkbox"/> 1540 Steel |
| <input type="checkbox"/> 0210 Batteries | <input type="checkbox"/> 0810 Haz Waste Disp | <input type="checkbox"/> 1550 Steel Posts |
| <input type="checkbox"/> 0215 Binders | <input type="checkbox"/> 0815 Health Equip/Supp | <input type="checkbox"/> 1560 Storage Systems |
| <input type="checkbox"/> 0225 Builders Exchanges | <input type="checkbox"/> 0820 Heavy Equip/Supp | <input type="checkbox"/> 1570 Storage Tanks |
| <input type="checkbox"/> 0300 Calendars | <input type="checkbox"/> 0900 Janitorial Services | <input type="checkbox"/> 1580 Surveying Equipment |
| <input type="checkbox"/> 0302 Carpeting | <input type="checkbox"/> 0910 Janitorial Supplies | <input type="checkbox"/> 1600 Telephones |
| <input type="checkbox"/> 0303 Castings/Plaques | <input type="checkbox"/> 1000 Kitchen Equipment | <input type="checkbox"/> 1610 Time Clocks |
| <input type="checkbox"/> 0304 Chainsaws | <input type="checkbox"/> 1004 Laboratory Services | <input type="checkbox"/> 1615 Tires |
| <input type="checkbox"/> 0305 Chemicals - PH | <input type="checkbox"/> 1005 Laboratory Supply | <input type="checkbox"/> 1630 Traffic Signals |
| <input type="checkbox"/> 0306 Chemicals - Ag | <input type="checkbox"/> 1010 Lamps & Lighting | <input type="checkbox"/> 1640 Trailers |
| <input type="checkbox"/> 0309 Communications | <input type="checkbox"/> 1015 Landscaping Services | <input type="checkbox"/> 1660 Tree Service |
| <input type="checkbox"/> 0310 Communications/Data | <input type="checkbox"/> 1016 Landscaping Supp | <input type="checkbox"/> 1670 Truck Parts & Equip |
| <input type="checkbox"/> 0315 Compressed Gases | <input type="checkbox"/> 1060 Locks & Safes | <input type="checkbox"/> 1680 Trucking Services |
| <input type="checkbox"/> 0320 Compressors | <input type="checkbox"/> 1080 Lumber Products | <input type="checkbox"/> 1690 Typewriters |
| <input type="checkbox"/> 0325 Computer Furn/Access | <input type="checkbox"/> 1090 Mailroom Equip/Supp | <input type="checkbox"/> 1700 Uniforms |
| <input type="checkbox"/> 0330 Computer Repair | <input type="checkbox"/> 1100 Maint Equip/Supp | <input type="checkbox"/> 1800 Vacuum Cleaners |
| <input type="checkbox"/> 0335 Computer Repair | <input type="checkbox"/> 1110 Map Reproduction | <input type="checkbox"/> Other: |
| <input type="checkbox"/> 0345 Computers/Supplies | <input type="checkbox"/> 1150 Micrographics Service | |
| <input type="checkbox"/> 0350 Concrete Equipment | <input type="checkbox"/> 1180 Miscellaneous | |
| <input type="checkbox"/> 0355 Const Equip/Supplies | <input type="checkbox"/> 1200 Office Furniture | |
| <input type="checkbox"/> 0365 Construction Materials | <input type="checkbox"/> 1210 Office Machines | |
| <input type="checkbox"/> 0370 Contractors, Misc | <input type="checkbox"/> 1220 Office Supplies | |
| <input type="checkbox"/> 0371 Contractors, Bridge | <input type="checkbox"/> 1230 Organic Products | |
| <input type="checkbox"/> 0372 Contractors, Electric | <input type="checkbox"/> 1300 Painting Services | |
| <input type="checkbox"/> 0373 Contractors, HVAC | <input type="checkbox"/> 1301 Painting Supplies | |
| <input type="checkbox"/> 0374 Contractors, Paving | <input type="checkbox"/> 1310 Paper | |
| <input type="checkbox"/> 0375 Consultants, Misc | <input type="checkbox"/> 1330 Petroleum Products | |
| <input type="checkbox"/> 0376 Contractors, Plumbing | <input type="checkbox"/> 1331 Petroleum Maintenance | |
| <input type="checkbox"/> 0377 Contractors, Roofing | <input type="checkbox"/> 1333 Photo Services/Supp | |
| <input type="checkbox"/> 0380 Copiers | <input type="checkbox"/> 1335 Plastics | |
| <input type="checkbox"/> 0383 Correctional Supplies | <input type="checkbox"/> 1340 Plumbing Supplies | |
| <input type="checkbox"/> 0385 Corrugated Pipe | <input type="checkbox"/> 1350 Portable Buildings | |

**MASTER PURCHASE AGREEMENT
COUNTY OF GLENN**

Date: _____

Vendor: _____

Tel: _____

County: County of Glenn
Department of _____

Willows, California 95988

Tel: _____

Description: Purchase of _____ as identified in the bid form submitted by Vendor on _____ in response to the County's *RFP/Notice Calling for Bids* dated _____. Said purchases shall be made as needed and shall be submitted through individual Purchase Orders.

Cost: The total compensation payable under this agreement, inclusive of all expenses, shall not exceed \$_____ Dollars (\$_____)

Term: Agreement shall commence on _____ and shall terminate on _____ unless the Contract is terminated earlier.

Attachments: *RFP/Notice Calling for Bids*; Bid Form submitted by Vendor; and Bid Award Schedule.

I understand and agree to the terms set forth above and those contained in the General Terms and Conditions which is attached hereto and incorporated herein by this reference.

REPRESENTATIVE
VENDOR

DATE

APPROVED FOR CONTENT AND FUND AVAILABILITY

DEPARTMENT HEAD
GLENN COUNTY _____

DATE

APPROVED BY PURCHASING AGENT

SCOTT H. DE MOSS, PURCHASING AGENT
GLENN COUNTY ADMINISTRATIVE OFFICER

DATE

APPROVED AS TO FORM

WILLIAM J. VANASEK
COUNTY COUNSEL, COUNTY OF GLENN

DATE

GENERAL TERMS AND CONDITIONS

Agreement. Vendor agrees that the only terms and conditions that are applicable to this contract are those issued by the County of Glenn, California, (County) and no other terms and conditions shall be binding upon the parties. Any additional or different terms or conditions offered by the Vendor are hereby rejected. If a court of competent jurisdiction holds any part of this contract invalid, the balance shall retain its full force and effect. This Purchase Agreement (Agreement), and any additional documents incorporated herein by reference, set forth the entire agreement between Vendor and County.

Artwork, Designs, etc. (a) Upon completion or cancellation of this order, Vendor shall return all designs, drawings, and blueprints (Artwork) that are furnished by the County for the production of the goods. Artwork shall not be used by the Vendor in the production of materials for any third party without express written consent of the County. Artwork involves valuable property rights of County and shall be held confidential by Vendor. (b) Unless otherwise agreed herein, at its own cost Vendor shall supply all materials, equipment, tools and facilities to perform the work described herein. **Any materials, equipment, tools, artwork, designs, or other properties furnished by County or specifically paid for by County shall be County's property.** Any such property shall be used only in filling orders from County and may on demand be removed by County without charge. Vendor shall use such property at its own risk and shall be responsible for all loss of or damage to the same while in Vendor's custody. Vendor shall at its cost store and maintain all such property in good condition and repair. County makes no warranties of any nature with respect to any property it may furnish to Vendor hereunder.

Assignment. Vendor shall not delegate or subcontract any duties or assign any rights or claims under the Purchase Agreement without County's prior written consent.

Authorized Distributor. Vendor shall be an authorized distributor of the product he sells or he must be able to show substantial evidence that the product manufacturer will honor the manufacturer's warranty of the product when purchased by the County from the Vendor. The County reserves the right to cancel this order if the manufacturer refuses to honor the product warranty.

Backorders & Product Substitution. The Vendor shall not backorder any item nor make any product substitution without prior written authorization from the County.

Changes in Agreement. It is mutually understood and agreed that no alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the County, and that no oral understandings or agreements not incorporated herein, and no alterations or variations of the terms hereof unless made in writing between the parties, shall be binding. The County will not compensate Vendor for goods not authorized by written Change Order. The County shall have the right to revoke, amend, or modify this order at any time by issuance of a written Change Order. Vendor's failure to respond within ten (10) days to a written Change Order shall constitute Vendor's acceptance of the change without price or other adjustment.

Compliance with Laws – Goods and Services. All goods and services shall comply with all current federal, state, and other laws relative thereto, including but not limited by those set forth by the Occupational Safety and Health laws of this state. Vendor further agrees to indemnify, defend, and hold the County harmless for any failure to so conform. If, in connection with the specified goods, Vendor is required to comply with the Occupational Safety and Health's hazardous communications standard, VENDOR SHALL PROVIDE COPIES OF APPLICABLE MATERIAL SAFETY DATA SHEETS (MSDS) AT THE TIME OF DELIVERY OF THE GOODS.

Confidentiality. Except as otherwise required by law, all ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other Documents & Data either created by or provided to Vendor in connection with the performance of this Agreement shall be held confidential by Vendor. Such materials shall not, without the prior written consent of County, be used by Vendor for any purposes other than the performance of the Services. Nor shall such materials be disclosed to any person or entity not connected with the performance of the Services or the Project. Nothing furnished to Vendor which is otherwise known to Vendor or is generally known, or has become known, to the related industry shall be deemed confidential. Vendor shall not use County's name or insignia, photographs of the Services, or any publicity pertaining to the Services in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of County. Should Vendor receive a subpoena or court order related to this Agreement or Services, Vendor shall immediately provide written notice of the subpoena or court order to County in order to allow County to pursue legal remedies designed to limit any confidential information required to be disclosed or to assure the confidential treatment of the information following disclosure. Vendor shall not respond to any such subpoena or court order until notice to the County is provided as required herein and shall cooperate with the County in responding to the subpoena or court order.

Default by Vendor/Breach of Contract. The County reserves the right to cancel at any time, any or all items not delivered as directed and within the time specified. In case of default by Vendor, the County may procure the goods or services from any source available and may charge the difference between the price named in the contract or Purchase Agreement and the actual cost thereof to the Vendor.

Delivery - Time is of the Essence. Time is of the essence of this contract and failure to deliver the goods or services specified herein shall be a material breach of this contract. If Vendor cannot deliver the goods within the specified time, Vendor shall promptly notify County of the earliest possible date for delivery. Notwithstanding such notice, County may terminate this order or any part thereof without liability except for goods previously delivered and accepted. County's receipt or acceptance of all or part of a nonconforming delivery shall not constitute a waiver of any claim, right or remedy County has under this order or applicable law.

Documents & Data; Licensing of Intellectual Property. This Agreement creates an exclusive and perpetual license for County to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, materials, data and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer media, which are prepared or caused to be prepared by Vendor under this Agreement ("Documents & Data"). Vendor shall require all subcontractors to agree in writing that County is granted an exclusive and perpetual license for any Documents & Data the subcontractor prepares under this Agreement. Vendor represents and warrants that Vendor has the legal right to grant the exclusive and perpetual license for all such Documents & Data. Vendor makes no such representation and warranty in regard to Documents & Data which were prepared by design professionals other than Vendor or provided to Vendor by County. County shall not be limited in any way in its use of the Documents and Data at any time, provided that any such use not within the purposes intended by this Agreement shall be at County's sole risk.

F.O.B. Point and Title. The F.O.B. point for this order shall be "F.O.B. Destination" unless otherwise shown on the face of this Purchase Agreement. Except as otherwise expressly provided herein, title to and risk of loss on all items shipped by Vendor, or his agent, shall pass to the County upon the County's inspection and acceptance of such items at the County's premises. Supplier warrants that all articles, materials, and work are free and clear of all liens and encumbrances whatsoever, and that Supplier has a good and marketable title to same, and Vendor agrees to hold County free and harmless against any and all claimants to said article, material, or work. Transportation charges shall be prepaid by the Vendor and added to the invoice. THE ORIGINAL FREIGHT BILL MUST BE ATTACHED TO THE SHIPMENT. No charges for transportation, containers, packing, handling, or inside delivery will be allowed unless specifically stated in the Purchase Agreement.

Force Majeure. Neither party to the Purchase Agreement shall be held responsible for delay or default caused by fire, riot, acts of God, and/or war which is beyond that party's reasonable control. County may terminate the Purchase Agreement upon written notice after determining such delay or default will reasonably prevent successful performance of the order.

Hold Harmless. Vendor shall indemnify, defend, and hold harmless the County, and its officers, officials, employees and agents, from and against any and all claims asserted, liability, loss damage, expense, costs, including without limitation costs and fees of litigation, of every nature arising out of, directly or indirectly, or in connection with this contract or the acts or

omissions of Vendor, Vendor's subcontractors, employees, representatives, agents and invitees including, but not limited to, performance of the work hereunder or failure to comply with any of the obligations contained herein, except such loss or damage which was caused by the established active negligence of County or the established sole negligence or willful misconduct of County, its officers, officials, employees and agents. Said indemnification and hold harmless provisions shall be in full force and effect regardless of whether or not there shall be insurance policies covering and applicable to such liability, loss, damage, expense or cost. The Vendor agrees that the use of any public streets and improvements that are part of or subject to this contract shall be at all times, before final acceptance by the County, the sole and exclusive risk of Vendor. The Vendor further specifically agrees that he shall indemnify and hold County free of any liability for any accident, loss, or damage to the work that is the subject of this contract before its completion and acceptance by the County.

Infringement Indemnification. Vendor shall defend, indemnify and hold County, its officials, officers, employees, volunteers and agents free and harmless, pursuant to the indemnification provisions of this Agreement, for any alleged infringement of any patent, copyright, trade secret, trade name, trademark, or any other proprietary right of any person or entity in consequence of the use by County of the Documents & Data, including any method, process, product, or concept specified or depicted.

Inspection, Testing, & Approval. Goods shall be received subject to County inspection, testing, approval, and acceptance at County premises notwithstanding any prior payment for such goods. Goods rejected by County as not conforming may be returned to Vendor at Vendor's risk and expense and shall not be replaced by Vendor without written authorization from County. Substitutions are not permitted except upon specific written authorization of County.

Insurance. When specified herein and/or when specified by bid or quote documents that are incorporated herein by reference, maintenance of required insurance coverage is a material element of this contract and failure to maintain or renew coverage or to provide evidence of renewal shall be a material breach of this contract.

Intellectual Property. County shall have and retain all right, title and interest (including copyright, patent, trade secret and other proprietary rights) in all plans, specifications, studies, drawings, estimates, materials, data, computer programs or software and source code, enhancements, documents, and any and all works of authorship fixed in any tangible medium or expression, including but not limited to, physical drawings or other data magnetically or otherwise recorded on computer media ("Intellectual Property") prepared or developed by or on behalf of Vendor under this Agreement as well as any other such Intellectual Property prepared or developed by or on behalf of Vendor under this Agreement. County shall have and retain all right, title and interest in Intellectual Property developed or modified under this Agreement whether or not paid for wholly or in part by County, whether or not developed in conjunction with Vendor, and whether or not developed by Vendor. Vendor will execute separate written assignments of any and all rights to the above referenced Intellectual Property upon request of County. Vendor shall also be responsible to obtain in writing separate written assignments from any subcontractor or agents of Vendor of any and all right to the above referenced Intellectual Property. Should Vendor, either during or following termination of this Agreement, desire to use any of the above-referenced Intellectual Property, it shall first obtain the written approval of County. All materials and documents which were developed or prepared by the Vendor for general use prior to the execution of this Agreement and which are not the copyright of any other party or publicly available and any other computer applications, shall continue to be the property of the Vendor. However, unless otherwise identified and stated prior to execution of this Agreement, Vendor represents and warrants that it has the right to grant the exclusive and perpetual license for all such Intellectual Property as provided herein. County further is granted by Vendor a non-exclusive and perpetual license to copy, use, modify or sub-license any and all Intellectual Property otherwise owned by Vendor which is the basis or foundation for any derivative, collective, insurrectional, or supplemental work created under this Agreement.

Invoice. Vendor shall bill the County in arrears after goods have been shipped and work has been performed. Invoice each Purchase Agreement separately, and the Purchase Agreement number must appear on all invoices and packing slips. Items on this Purchase Agreement must not be billed with those on other Purchase Agreements. Goods shall be itemized as shown on this order, and tax must be shown as a separate line item. Out-of-state Vendors must indicate their State of California Use Tax Permit number when collecting tax. Mail one original invoice to: County of Glenn, Purchasing, 525 W. Sycamore Street, Suite B1, Willows, CA 95988.

Law and Venue. This contract has been negotiated and executed in the State of California and shall be governed by and construed under the laws of the State of California. In the event of any legal action to enforce or interpret this agreement, the sole and exclusive venue shall be a court of competent jurisdiction located in **Glenn County, California**, and the parties hereto agree to and do hereby submit to the jurisdiction of such court.

Packaging, Packing Materials, and Manner of Shipping. Goods shall be packaged, marked, and otherwise prepared for shipment by Vendor in suitable containers, in accordance with sound commercial practices.

Packing Slip. All shipments of goods shall be accompanied by a packing slip identifying the Vendor and describing the goods and quantity shipped.

Patent Indemnity. Vendor agrees to hold harmless and fully indemnify the County of Glenn, California, its officers, agents, servants, and employees from all damages or claims for damages, and costs or expenses in law or equity, including costs and expenses incurred, for the use of any invention or discovery and for the infringement of any Letters Patent, not including liability arising pursuant to Section 183 U.S. Code, Title 35 (1952), prior to issuance of Letters Patent, occurring in the performance of this order or arising by reason of the use or disposal by or for the account of the County of items manufactured or supplied under this order.

Payment. Payment terms for this order shall be net 30 days unless otherwise specified herein.

Payment Terms. Payment terms shall be net thirty- (30) days from the date of receipt of invoice or acceptance of goods, whichever occurs last. If County is entitled to a cash discount, the period of computation shall commence on the date of receipt of invoice or acceptance of goods by County, whichever occurs last. Delay caused by correction of errors and omissions shall extend the discount period and shall be just cause for withholding settlement without loss of cash discount by County. County may set off any amount owed by Vendor to County against any amount owed by County to Vendor under the Purchase Agreement. County shall endeavor to pay each invoice within thirty- (30) days, but shall not be responsible to Vendor for additional charges, interest, or penalties due to failure to pay within that period.

Permits, Licenses, and Other Requirements. (A) Vendor shall comply with all applicable existing and future governmental laws, municipal ordinances, codes, rules, regulations, programs, plans and orders in the performance of the Purchase Agreement. (B) Vendor shall be in full compliance with all permit or licensing requirements in connection with the manufacture, sale, shipment, and/or installation of the goods specified in the Purchase Agreement.

Photographs and Recordings. In performing the services contemplated by this Agreement, Vendor may be given access to facilities, processes, events, and employees that are not otherwise accessible to the general public. In addition to the limitations set forth other provisions of this Agreement, Vendor agrees not to photograph, videotape, or otherwise record any such facility, process, event, or employee without the express, written, consent of the County and shall ensure that Vendor's officers, employees, representatives, agents, and subcontractors comply with this provision. Vendor further agrees that it shall not publish, post, disseminate, or make public any photograph, videotape or recording of any facility, process, event, or employee taken in violation of this provision shall ensure that Vendor's officers, employees, representatives, agents, and subcontractors comply with this provision. Failure to comply with the restrictions contained in this paragraph shall constitute grounds for the immediate termination of this Agreement and shall entitle County to the recovery of any and all damages incurred as a result thereof including reasonable attorneys' fees. Vendor shall defend, indemnify and hold County, its officials, officers, employees, volunteers and agents free and harmless, pursuant to the indemnification provisions of this Agreement, for any violation of this paragraph.

Prices. All prices shall be as stated in the Purchase Agreement and are firm and not subject to escalation.

Quantities. Vendor shall deliver the exact quantities specified in the Purchase Agreement. County reserves the right to reject incomplete deliveries and to return at Vendor's risk and expense excess quantities delivered.

Rejection of Disclaimers of Warranties. THE COUNTY OF GLENN, CALIFORNIA, REJECTS ANY DISCLAIMER BY VENDOR OF ANY WARRANTY, STANDARD, IMPLIED OR EXPRESS UNLESS SPECIFICALLY AGREED TO ON THE FACE OF THIS PURCHASE AGREEMENT, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Severability. If any provision of the Purchase Agreement is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and conditions shall not be affected; and the rights and obligations of the parties shall be construed and enforced as if the Purchase Agreement did not contain the particular provision held to be invalid.

Shipping and Handling Charges. No shipping, transportation, or handling charges will be allowed unless specified on the face of this order (see "FOB Point and Title" above.)

Taxes. This order is subject to California Sales Tax. The County is exempt from Federal Excise Tax and will provide an exemption certificate upon request.

Termination for Convenience. The County reserves the right to terminate this contract WITHOUT CAUSE and without penalty immediately after ten- (10) days written notices, unless otherwise specified.

Termination for Default. In addition to any other remedies or rights it may have by law, the County may by written notice terminate this order immediately and without penalty for Vendor's DEFAULT, in whole or in part, at any time, if Vendor refuses or fails to comply with the provisions of this order, or so fails to make progress as to endanger performance and does not cure such failure within a reasonable period of time, or fails to make deliveries of the materials or supplies or perform the services within the time specified or any written extension thereof. In such event, the County may purchase or otherwise secure materials, supplies, or services and, except as otherwise provided therein, Vendor shall be liable to the County for any excess costs occasioned by the County of Glenn, California, thereby.

(No) Waiver. Failure of County to enforce any provision of the Purchase Agreement shall not constitute a waiver or relinquishment by County of the right to such performance in the future nor of the right to enforce any other provision of the Purchase Agreement.

Warranties. In addition to any other express or implied warranties, Vendor warrants that all goods delivered under this order will be (1) new, suitable for the use intended; (2) of the grade and quality specified; (3) free from all defects in design, material and workmanship; (4) in conformance with all samples, drawings, descriptions and specifications furnished by County; and (5) in compliance with all applicable federal, state, and local laws and regulations. These warranties shall not be deemed to exclude Vendor's standard warranties or other rights or warranties that County may have or obtain. At its expense and option, Vendor shall replace or repair any goods not conforming to the foregoing warranties. If, after notice, Vendor fails promptly to replace or repair any such goods, Vendor shall promptly refund to County the full purchase price paid by County for such goods.

Counterparts/Electronic, Facsimile, and PDF Signatures. This Agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each Party of this agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act ("CUETA") Cal. Civ. Code §§ 1633.1 to 1633.17, for executing this agreement. The Parties further agree that the electronic signatures of the Parties included in this agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts among Parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the Parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code. Facsimile signatures or signatures transmitted via pdf document shall be treated as originals for all purposes.



PUBLIC WORKS AGENCY

P.O. Box 1070 / 777 N. Colusa Street
Willows, CA 95988

Airports
Engineering
Flood Control
Roads & Bridges
Solid Waste
Surveyor

REQUEST FOR QUOTES

Asphaltic Emulsions

Please state hereon, in columns provided the lowest price at which you can furnish the articles or services specified below, retaining one copy for your files. BID ON ITEMS SHALL MATCH COMPONENT INDICATED OR EQUIVALENT.

Prices F.O.B. Destination

Bids Close at: Thursday, May 20, 2024 at 12:00 p.m.

The right is reserved to reject any or all bids, to substitute quality or accept alternate bids.

Quantity	Description	Unit Price	Subtotal	Tax	Total
1,600 Tons	PMRE				
400 Tons	PMCRS2h				
550 Tons	CQS w/ water (60:40 dilution ratio)				

Spreading Charge (with broom for Scrub Seal) \$ _____ per hour
Spreading Charge (without broom) \$ _____ per hour

Note: Total quantities are anticipated to be purchased incrementally through June 30, 2025. If there is a minimum purchase quantity or short load cost, bidders shall note the quantity in the comments section below.

Materials shall conform to provisions in **SECTION 37 SEAL COATS, SECTION 94 ASPHALTIC EMULSIONS** of the 2023 Caltrans Standard Specifications, and the attached PMRE specification.

Comments:

Vendor Name: _____

Authorized Representative: _____

Authorized Representative Signature _____

Date: _____

Asphaltic Emulsion Vendor Questionnaire

1. Nearest sales office location:

2. Material loading location(s) where materials will be picked up from:

3. Contact information for sales representative assigned to this account.

Name _____

Phone _____ e-mail _____

4. Material loading location(s) hours of operation: _____ am to _____ pm

5. Does your product meet or exceed all stated specifications?

Yes _____ No _____

6. List three governmental or large corporate references to which you have provided similar products.

Firm/Agency

Contact

Phone Number

Polymer Modified Rejuvenating Emulsion (PMRE) For Chip and Scrub Seals

The asphalt emulsion shall be a polymer modified rejuvenating emulsion with a latex polymer, rejuvenating agent and asphalt and shall meet the following specifications.

Test on Emulsion	Method	Specification
Viscosity @122° F (SFS)	ASTM D244	50 - 400
Residue, w%, minimum.	ASTM D244	65
pH	ASTM E70	2.0-5.0
Sieve, w%, max.	ASTM D244	0.1
Oil distillate, w%, max.	ASTM D244	0.5
Test on Residue⁽¹⁾		
Viscosity @ 140°F, (P), maximum.	ASTM D2171	5000
Penetration @ 39.2°F, minimum.	ASTM D5	40
Elastic Recovery on residue by distillation, %, minimum ⁽³⁾	AASHTO T59, T301 (1,2)	60
OR		
Modified Torsional Recovery, % minimum ⁽³⁾	California Test 332 (4)	45
Test on rejuvenating agent:		
Flash point, COC , °F	ASTM D92	> 380
Viscosity, 140F, CST	ASTM D92	50-175
Flash Point, F, COC	ASTM D2170	380 Min.
Saturate, % by wt.	ASTM D2007	30 Max
Asphaltenes	ASTM D2007	1.0 Max.
Test on rejuvenating agent RTFOT Residue		
Weight Change, %	ASTM D2872	6.5 Max.
Viscosity Ratio	ASTM D2170	3 Max

⁽¹⁾ Exception to AASHTO T59: Bring the temperature on the lower thermometer slowly to 350° F plus or minus 10° F. Maintain at this temperature for 20 minutes. Complete total distillation in 60 plus or minus 5 minutes from first application of heat.

⁽²⁾ Elastic Recovery @ 10° C (50° F): Hour glass sides, pull to 20 cm, hold 5 minutes then cut, let sit 1 hour.

⁽³⁾ Choose either Elastic Recovery or Torsional Recovery as a test.

⁽⁴⁾ Torsional Recovery shall include the first 30 seconds.