

**THE PROVISION OF CRACK SEAL MATERIAL & KETTLE RENTAL**

**2018/2019**

**NOTICE TO BIDDERS**

**This Bid Package, which includes the following:**

**Notice Inviting Bids,  
Bid Proposal Forms,  
and  
County of Inyo Purchase Order Agreement**

**Must be submitted in its entirety. Do not remove any pages.**

**Be sure to fully complete all forms and sign.**

COUNTY OF INYO

**NOTICE INVITING BIDS**

**NOTICE IS HEREBY GIVEN THAT INYO COUNTY IS SOLICITING BIDS  
FOR:**

**“THE PROVISION OF CRACK SEAL MATERIAL & KETTLE RENTAL”**

**Sealed Bids** will be received at the Clerk of the Board of Supervisors’ Office, 224 N. Edwards Street, P.O. Drawer N, Independence, California 93526 until **3:30 p.m. Wednesday, March 6<sup>th</sup>, 2019** at which time they will be publicly opened and read.

Bids must be in a **sealed** envelope, addressed to the Clerk of the Board of Supervisors, 224 N. Edwards Street. P.O. Drawer N, Independence, California 93526. Indicate on the outside of the bid envelope **“CRACK SEAL MATERIAL BID”**

All bids must state the firms name and be signed by a responsible officer or employee.

The period for which the specified crack seal materials and equipment rental are to be provided pursuant to this Bid is from May 1, 2019, through and including October 30, 2019.

Inyo County reserves the right to reject any or all bids, or to waive any minor informality in any bid, if it is deemed to be in the best interest of the County of Inyo.

Technical questions related to project work or specifications should be directed to Trevor Taylor of the Public Works Department at [ttaylor@inyocounty.us](mailto:ttaylor@inyocounty.us).

Bid Packages, which include the Notice Inviting Bids, Bid Proposal Forms and Purchase Order Agreement, may only be obtained from the Inyo County Public Works / Road Department, 168 N. Edwards Street, P.O. Drawer Q, Independence, CA 93526, telephone (760) 878-0201, and may be inspected at the above Department office during regular business hours. Bid packages are also available at the County of Inyo website at [https://www.inyocounty.us/Bid\\_Packages.html](https://www.inyocounty.us/Bid_Packages.html)

**BID PROPOSAL FORM**

TO: COUNTY OF INYO  
Department of Public Works / Road Department  
168 N. Edwards St., P.O. Box Drawer Q  
Independence, CA 93526  
(Herein called "County")

FROM: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
(Herein called "Bidder")

**FOR: CRACK SEAL MATERIAL/ KETTLE RENTAL**

In submitting this Bid, it is understood that:

1. BID DEADLINE:

Bids must be received no later than 3:30 p.m., Wednesday, **March 6<sup>th</sup>, 2019**, by the Clerk of the Board of Supervisors, 224 N Edwards St., P.O. Drawer N, Independence, California, 93526, at which time they will be publicly opened and read.

2. INCLUSION OF ALL COSTS:

This Bid includes all costs for all labor, materials, tools, taxes, insurance, transportation and other related supplies and services to perform all services and provide all materials as required by, and in accordance with, the Contract Documents for the Provision of Crack Seal Material, including Exhibit A, B, and C hereto.

3. CONTRACT DOCUMENTS:

The Notice Inviting Bids, this Bid Proposal Form, and the Purchase Order Agreement for the Provision of Crack Seal Material & Kettle Rental, and any documents incorporated herein, including Exhibits A and B, hereto, are referred to collectively as the Contract Documents and shall constitute the contract between the parties that will come into full force and effect upon acceptance, and approval by the Inyo County Board of Supervisors. The contract documents are incorporated herein by reference and made a part hereof with like force and effect as if all of said documents were set forth in full herein.

4. ACCEPTANCE:

The County reserves the right to reject any and all Bids. However, this Bid shall remain open and shall not be withdrawn for a period of at least sixty (60) days after the date set for its opening and shall remain open and valid thereafter until it is withdrawn by Bidder. The Bidder will execute and deliver the Purchase Order Agreement for the Provision of Crack Seal Material & Kettle Rental, any certificates or other required proof of insurance, and any other required documents, to the County no later than fifteen (15) days after receipt of notification to Bidder of the award of that Contract.

Failure to bid all items on the Schedule of Fees, Attachment B, will render the Bid insufficient and subject the same to being rejected.

No Bid will be accepted wherein the price quoted is specified as a posted price with an escalator "UP" clause, whether or not such escalator clause has a "TOP" or maximum limit to which the price may advance.

The Contractor will be allowed no claim for anticipated profits, loss of profits, or for any damages of any sort because of any differences between the estimated amounts set forth in this bid package and actual amount of material ordered and delivered during the course of the contract.

5. BID PRICE AND TOTAL

The specific bid price for the materials and services to be rendered pursuant to the Agreement for which this bid is made are set forth in Attachment B hereto, entitled "Schedule of Fees"; for purpose of making this Bid the amount of this Bid is the "Bid Total" amount set forth in Attachment B, which follows:

BID TOTAL IN NUMBERS:

\$ \_\_\_\_\_

BID TOTAL IN WORDS:

\$ \_\_\_\_\_

6. ADDENDA:

The Bidder acknowledges receipt of the following Addenda and has provided for all Addenda changes in this Bid: (Fill in Addendum numbers and dates Addenda have been received. If none have been received enter "NONE".)

\_\_\_\_\_

WARNING: IF AN ADDENDUM OR ADDENDA HAVE BEEN ISSUED BY THE COUNTY AND NOT NOTED ABOVE AS BEING RECEIVED BY THE BIDDER, THIS BID MAY BE REJECTED.

7. BIDDER'S BUSINESS INFORMATION:

**IMPORTANT NOTICE:** If Bidder or other interested person is a corporation, state legal name of corporation, and also the names of the president, secretary, treasurer and chief executive officer/manager thereof. If Bidder is a partnership, joint venture, or other business entity, state the true name of the firm, and also the names of all partners, joint ventures, or other entities or parties having authority to act on behalf of the entity, such as officers, owners or directors. If Bidder or other interested person is an individual, state your first, middle and last names in full.

Bidder provides the following information concerning Bidder's business:

7.1 Bidder's Name: \_\_\_\_\_

7.2 Address: \_\_\_\_\_

\_\_\_\_\_ Zip \_\_\_\_\_

(The above address will be used to send notice of acceptance or request for additional information.)

7.3 Telephone \_\_\_\_\_

7.4 Federal I.D. No. \_\_\_\_\_

7.5 Type of Business (check one):

Individual ( ), Partnership ( ), Joint Venture ( ), Corporation ( ), Other Specify:

\_\_\_\_\_

7.6 Owners, Officers, Partners, or other Authorized Representatives:

THE UNDERSIGNED HEREBY DECLARES UNDER PENALTY OF PERJURY ACCORDING TO THE LAWS OF THE STATE OF CALIFORNIA, THAT THEY ARE THE INDIVIDUAL, MANAGING PARTNER, CORPORATE OFFICER, OR OTHER REPRESENTATIVE, DULY AUTHORIZED BY LAW TO MAKE THIS BID ON BEHALF OF BIDDER ACCORDING TO ALL OF THE TERMS AND CONDITIONS SET FORTH OR REFERENCED HEREIN.

\_\_\_\_\_  
(Signature of Authorized Person) (Title)  
\_\_\_\_\_  
(Printed Name) (Date)

8. EXECUTION AND AGREEMENT

8.1 The undersigned Bidder hereby declares and agrees that:

(a) \_\_\_\_\_ (Name of Bidder or Bidder's Representative) has carefully examined the Specifications, Purchase Order Agreement, and other portions of this Bid package and submits this Bid in accordance therewith.

(b) That if this Bid is accepted, the Bidder will enter into a written Purchase Order Agreement with the County of Inyo, State of California.

(c) That if Bidder receives Notice of Award, Bidder will accept in full, as payment for the material and services to be furnished pursuant to said Agreement, the amounts shown on Attachment B, Schedule of Fees, of this Bid Package. It is understood and agreed that the quantities set forth are but estimates and the unit price will apply to the actual quantities ordered, whatever they may be.

(d) It is understood that no later than fifteen (15) days after receipt of notice of award, the Bidder shall return the signed Purchase Order to the County.

\_\_\_\_\_  
(Company Name)

\_\_\_\_\_  
(By)

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Print Title)

PO # \_\_\_\_\_

Date \_\_\_\_\_

## PURCHASE ORDER AGREEMENT

This Purchase Order Agreement ("PO") is made by and between the County of Inyo ("County") and the party to which this PO is addressed ("Contractor"), as a part of the Purchase Order numbered above or on the reverse and incorporated herein by reference, effective as of the date of the Purchase Order.

1. Contractor shall provide all services and/or materials for the compensation and within the time period as specified in the PO.
2. County shall make payment to Contractor in accordance with the terms set forth in the PO within sixty (60) days after receipt of an itemized written statement or invoice from Contractor.
3. Contractor shall comply with applicable law in the provision of services and/or materials pursuant to this P.O. Contractor shall obtain and maintain all such licenses, permits, or other authorizations to provide such services and/or materials, as are required by law or by express provision of this PO, during Contractor's provision of such services and/or materials.
4. Contractor waives any right to, and shall deliver possession and title to County, of all publications, computer programs, inventions, or other property which result from the performance of services by Contractor pursuant to this PO unless otherwise expressly agreed in writing by County.
5. Contractor shall, and shall require its agents, officers and employees to maintain the confidentiality of, any and all proprietary, privileged, or otherwise confidential information in County's possession and obtained by them as the result of performance of this PO, and refrain from disclosing or using the information except as necessary to provide services and/or materials pursuant to this PO.
6. Contractor shall maintain workers' compensation insurance to the extent required by law, and shall maintain at least the minimum types and amounts of other insurance coverage usual and customary for persons or firms engaged in the provision of the same or similar type of services and/or materials.
7. Contractor shall defend, indemnify, and hold harmless County, its agents, officers, employees and volunteers from and against any and all claims, liability, and other costs, including litigation costs and attorney's fees, arising out of or resulting from acts or omissions in the provision of services and/or materials hereunder by Contractor or Contractor's agents, officers, employees, or volunteers, or any person for whose acts or omissions any of them may be liable. County agrees to defend, indemnify, and hold harmless Contractor and Contractor's agents, officers, and employees from and against any and all claims, liability, and other costs, and expenses, including litigation costs and reasonable attorney's fees arising out of or resulting from the active negligence or wrongful acts of County or County's agents, officers, employees, or volunteers in carrying out this PO.
8. Contractor shall prepare and maintain records required by law or this PO regarding the provision of services and/or materials pursuant to this PO, and make such records available for inspection by County and other authorized entities and persons for reasonably requested audit or evaluation purposes.
9. Contractor shall refrain from, and require its agents, officers, and employees to refrain from, unlawfully discriminating in violation of applicable law against any person in the course of providing services and/or materials pursuant to this PO, because of the person's race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age, or sex or as otherwise prohibited by law.
10. Contractor shall provide to County all warranties for all materials provided pursuant to this PO which are implied or expressly provided by law or which the manufacturer customarily provides to purchasers or users.
11. This PO may be terminated by either party upon at least ten (10) days prior written notice. Contractor shall be entitled to payment for services and/or materials provided prior to receipt of notice of termination in accordance with terms and conditions of this PO.
12. This PO may be amended only by mutual written consent of the parties, is intended as the entire agreement between the parties, superseding all previous agreements between them. If any portion is determined to be invalid, the remaining portions shall continue in full force and effect.
13. This PO is governed by California law. Venue for any legal proceeding arising out of or related to it shall be in Inyo County, California. If either party initiates legal proceedings against the other party with respect to this PO, the nonprevailing party shall pay the prevailing party's costs and expenses (including reasonable attorney's fees).
14. The parties are independent contractors, and the employees, officers, and agents of one party shall not be deemed to be employees of the other party for any purpose.
15. Contractor's signature to this PO and/or Contractor's provision of services and/or materials pursuant to it shall constitute Contractor's agreement to its terms and conditions. County's issuance of this PO constitutes County's agreement to its terms and conditions.
16. Notwithstanding the above, this Purchase Agreement is subject to and incorporates herein the terms of the bid specifications concerning the purchased items.

**ATTACHMENT A**

**AGREEMENT BETWEEN COUNTY OF INYO**

**AND \_\_\_\_\_  
FOR THE PROVISION OF CRACK SEAL MATERIAL & KETTLE RENTAL SERVICES**

**TERM:**

**FROM: May 1, 2019 TO: October 30, 2019**

**SCOPE OF WORK:**

Contractor shall furnish to the County of Inyo, the materials, equipment, labor and related services set forth in Attachment B, Schedule of Fees, in accordance with the terms and conditions of this Agreement.

**1. MATERIAL**

The requirements and specifications for Crack Seal Material shall meet the following requirements of ASTM D6690, Type 1, "Joint and Crack Sealants, Hot-applied, for Concrete and Asphalt Pavements, (formerly ASTM D1190, AASHTO M173 and Federal Specification SS-S-164).

Specification as follows:

Test	ASTM D6690, Type I Spec. Limits
Cone Penetration	90 max.
Softening Point	176F (80C) min.
Asphalt Compatibility	Pass
Recommended Pour Temperature	380F (173C)
Maximum Heating Temperature	400F (204C)

Additional location specific requirements:

\*The crack fill material is to be used in locations throughout Inyo County and will be subject to pavement temperature extremes ranging from as low as -7F (-22C) in the mountains to as high as 190F (88C) in the Death Valley area; therefore the selected crack seal material's manufacturer's specification is required to show that its application is appropriate for a comparable range of temperatures.

On delivery, the Contractor shall be required to furnish a certified analysis test report, in duplicate, showing that the material conforms to all specification requirements. If the material, when sampled and tested, fails to meet any specification requirements, the Contractor shall immediately replace any of such material remaining unused with material that meets the



specifications. The County will make no payment for any portion of material already used, which is found to fail to meet specification requirements by those tests.

## 2. EQUIPMENT RENTAL

The bid must include the rental of one (1) operational Rubber Crack Seal melting kettle trailer *compatible* with the Bidder's chosen Crack Seal product for the entire term of the agreement from May 1<sup>st</sup>, 2019 to October 30, 2019.

Rubber Crack Seal melting kettle rental specifications are as follows:

- Minimum tank capacity of 125 gallons
- Minimum melt rate of 1,000 lbs. per hour
- Diesel powered engine
- Onboard air compressor for crack cleaning with a 100cfm @ 125psi capacity
- Electric heated hose with temperature controls
- Service Agreement for maintenance and repair of the kettle
  - o **Submit a copy of the rental agreement terms and conditions** with your bid for review.
  - o Service agreement must include a statement ensuring that the OWNER shall replace equipment with identical or similar compatible equipment if the equipment fails to operate in accordance with manufacturer's specifications and operation instructions, and that such replacement shall be made as soon as practicable.
- Includes delivery and pickup at 750 South Clay Street, Independence, CA 93526

## 3. DELIVERY

The Contractor shall provide delivery to the indicated delivery locations provided by Inyo County Road Department.

**ATTACHMENT B**

**AGREEMENT BETWEEN COUNTY OF INYO**

**AND \_\_\_\_\_  
FOR THE PROVISION OF CRACK SEAL MATERIAL & KETTLE RENTAL SERVICES**

**TERM:**

**FROM: May 1, 2019 TO: October 30, 2019**

**SCHEDULE OF FEES:**

**BID TOTAL COMPUTATION**

<b>Description</b>	<b>Quantity</b>	<b>Delivered to</b>	<b>Unit Cost (including freight charges &amp; tax)</b>	<b>Subtotal</b>
Crack Seal Material	60,000 lbs.	Bishop		
Crack Seal Material	60,000 lbs.	Independence		
Crack Seal Material	30,000 lbs.	Shoshone		
Equipment Rental <sup>1</sup>	1 LS	Independence		
<b>Bid Total</b>				

**Delivery Location Details:**

Bishop – Inyo County Road Yard, 3236 West Line Street, Bishop, CA 93514

Independence – Inyo County Road Shop, 750 South Clay Street, Independence, CA 93526

Shoshone – Inyo County Road Yard, 303 South Highway 127, Shoshone, CA 92384

\* The “Bid Total” is the amount to be placed in Section 5 of the Bid Proposal Form and constitutes the amount bid by the Bidder. The “Bid Total” includes all costs associated with providing the specified crack seal material including shipping and taxes in addition to all costs associated with providing the specified equipment rental for the entire term of the agreement. The sole purpose of the “Bid Total” is to serve as a measure pursuant to which the County evaluates Contractor’s bid in relation to other bids received. The “Bid Total” is not intended, and shall not be construed, as the minimum or maximum amount payable by the County.

<sup>1</sup> Include Rental agreement terms and conditions

**ATTACHMENT C**

**AGREEMENT BETWEEN COUNTY OF INYO**

**AND \_\_\_\_\_**  
**FOR THE PROVISION OF CRACK SEAL MATERIAL & KETTLE RENTAL SERVICES**

**TERM:**

**FROM: May 1, 2019 TO: October 30, 2019**

**SEE ATTACHED INSURANCE PROVISIONS**

## **Specifications 4**

### **Insurance Requirements for Vendors**

Vendor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with products and materials supplied to the Entity. The cost of such insurance shall be borne by the Vendor.

#### **MINIMUM SCOPE AND LIMIT OF INSURANCE**

Coverage shall be at least as broad as Insurance Services Office Commercial General Liability coverage (occurrence Form CG 00 01) and include products coverage.

#### ***Minimum Limits of Insurance***

Vendor shall maintain limits no less than \$1,000,000 per occurrence for bodily injury and property damage, and an aggregate limit of \$2,000,000.

If the Vendor maintains higher limits than the minimums shown above, the Entity requires and shall be entitled to coverage for the higher limits maintained by the contractor.

#### ***Deductibles and Self-Insured Retentions***

Any deductibles or self-insured retentions must be declared to and approved by the Entity. At the option of the Entity, either: the Vendor shall obtain coverage to reduce or eliminate such deductibles or self-insured retentions as respects the Entity, its officers, officials, employees, and volunteers; or the Vendor shall provide a financial guarantee satisfactory to the Entity guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

#### ***Other Insurance Provisions***

The policy or policies are to contain, or be endorsed to contain, the following provisions:

1. The Entity, its officers, officials, employees, and volunteers are to be covered as additional insureds as respects products of the Vendor.
2. The Vendor's insurance coverage shall be primary insurance as respects the Entity, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the Entity, its officers, officials, employees or volunteers, shall be excess of the Vendor's insurance and shall not contribute with it.
3. Each insurance policy required by this clause shall state that coverage shall not be canceled, except after thirty (30) days prior written notice has been provided to the Entity.

#### ***Acceptability of Insurers***

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the Entity.

#### ***Verification of Coverage***

Vendor shall furnish the Entity with original certificates and amendatory endorsements or copies of the applicable policy language providing the insurance coverage required above. All certificates and endorsements are to be received and approved by the Entity before work commences. However, failure to obtain the required documents prior to the work beginning

shall not waive the Vendor's obligation to provide them. The Entity reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

***Waiver of Subrogation***

Vendor hereby grants to Entity a waiver of any right to subrogation which any insurer of said Vendor may acquire against the Entity by virtue of the payment of any loss under such insurance. Vendor agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the Entity has received a waiver of subrogation endorsement from the insurer

***Special Risks or Circumstances***

Entity reserves the right to modify these requirements at any time, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.