## Subject:
Authorization to Award the Supply and Distribution of Asphalatic Emulsion for the 2018 Chip Seal Project

### Department:
Public Works

### Contact:
D. Schmidt/ R. Ott

### Phone:
530.538.7681

### Meeting Date Requested:
July 24, 2018

### Department Summary:
(Information provided in this section will be included on the agenda. Attach explanatory memorandum and other background as necessary).

As one element of maintaining the County's roadways, the Department of Public Works typically performs an annual chip seal project. Applied to roadways that are structurally sound but with a worn surface, chip sealing acts as both a sealant and wear surface to preserve the existing roadway. These roadways will also receive new striping and markings with the project. The annual mileage of application varies between 15-40 miles depending on budget and resources, with an expected 20 miles this year. Chip seals can typically last for five to 10 years depending on roadway conditions.

The Department of Public Works received authorization at the June 12, 2018 Board of Supervisors Meeting to advertise the contract and specifications for the 2018 Supply and Distribution of Asphalatic Emulsion as part of the annual chip seal project. The project was advertised and three bids were received and opened for the proposed contract on July 3, 2018. The lowest responsive and responsible bidder was VSS International, Inc. dba VSS Emultech located in West Sacramento with a bid amount of $439,600. The engineer's estimate for this contract was $342,200. The Department attributes the higher than estimated bid amounts to the busy construction markets both locally and statewide, which to some extent may be a result of projects funded by SB1 dollars beginning construction.

The contract terminates on December 31, 2018, with a not-to-exceed amount of $439,600.

### Fiscal Impact:

Project Costs are included in the current Road Fund budget. There is no impact to the County General Fund.

### Personnel Impact:

Does not apply

### Action Requested:

Award contract to the lowest responsible and responsive bidder and authorize the Chair to sign.

### Administrative Office Review:
Casey Hatcher, Economic and Community Development Manager
**PROJECT:** Supply and Distribution of Asphaltic Emulsion 2018  
**PROJECT LOCATION:** Near the Communities of Chico and Gridley  
**ADVERTISED:** June 12, 2018  
**BIDS OPENED:** July 3, 2018  
**ENGINEER'S ESTIMATE:** $342,200

**PROJECT NO.:** 533-1718-03  
**W.O. NUMBER:** 533-1718-03

<table>
<thead>
<tr>
<th>BIDDER'S NAME</th>
<th>BID AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Vss International, Inc. dba VSS Emultech</td>
<td>$439,600.00</td>
</tr>
<tr>
<td>Western Emulstion</td>
<td>$486,950.00</td>
</tr>
<tr>
<td>Telfer Technologies</td>
<td>$537,750.00</td>
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</tbody>
</table>

For complete bid results visit the Butte County Public Works Web Site at:  
[http://www.buttecounty.net/publicworks/Projects.aspx](http://www.buttecounty.net/publicworks/Projects.aspx)
Supply and Distribution of Asphaltic Emulsion 2018
County Project No. 533-1718-03

COUNTY OF BUTTE
STATE OF CALIFORNIA
DEPARTMENT OF PUBLIC WORKS

CONTRACT
FOR

Supply and Distribution of Asphaltic Emulsion 2018

THIS AGREEMENT, made and concluded this _______ day of ________, Two Thousand and Eighteen, between the County of Butte, party of the first part, and VSS International, Inc. dba VSS Emultech Contractor, party of the second part.

ARTICLE I.--Witnesseth, that for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the said party of the first part, and under the conditions expressed in the two bonds, bearing even date with these presents, and hereunto annexed, the said party of the second part agrees with the said party of the first part, at his own proper cost and expense, to do all the work and furnish all the materials, except such as are mentioned in the specifications to be furnished by said party of the first part, necessary to construct and complete in a good, workmanlike and substantial manner and to the satisfaction of the Department of Public Works, Supply and Distribution of Asphaltic Emulsion 2018, all in accordance with the Special Provisions, and also in accordance with the Standard Specifications issued by the State of California, Department of Transportation, dated 2015, the Standard Plans issued by the State of California, Department of Transportation, dated 2015, Section 1777.5 of the Labor Code concerning employment of apprenticed, the "Labor Surcharge and Equipment Rental Rates" in effect on the date the work is accomplished and the "General Prevailing Wage Rates" of the State of California, Department of Industrial Relations or the minimum wage rates for this project as predetermined by the Secretary of Labor in these Special Provisions, whichever is the higher rate, which said Special Provisions, Standard Plans, Standard Specifications, labor surcharge, equipment rental rates and wage rates are hereby specially referred to and by such reference made a part hereof.

The work to be done is detailed in these Special Provisions and shown upon a set of plans entitled: "County of Butte, Department of Public Works, Supply and Distribution of Asphaltic Emulsion 2018, County Project No. 533-1718-03" and which Special Provisions and set of plans are hereby made a part of this contract.

ARTICLE II.--And the said Contractor agrees to receive and accept the following prices as full compensation for furnishing all materials and for doing all the work contemplated and embraced in this agreement; also for all loss or damage arising out of the nature of the work aforesaid, or from the action of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work until its acceptance by the County of Butte and for all risks of every description connected with the work; also for all expenses incurred by or in consequence of the suspension or discontinuance of work and for well and faithfully completing the work, and the whole thereof, in the manner and according to the plans and specifications and the requirements of the Engineer under them to wit:
## Supply and Distribution of Asphalitic Emulsion 2018
### County Project No. 533-1718-03

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Description</th>
<th>Estimated QUANTITY</th>
<th>Unit of Measure</th>
<th>Item Price In Figures</th>
<th>Total in Figures</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Polymer Modified Asphalitic Emulsion</td>
<td>500</td>
<td>Ton</td>
<td>$629.00</td>
<td>$314,500.00</td>
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<tr>
<td>2</td>
<td>Distribution Charge</td>
<td>250</td>
<td>Hour</td>
<td>$275.00</td>
<td>$68,750.00</td>
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<td>3</td>
<td>Pump Over Truck and Trailer</td>
<td>20</td>
<td>Hour</td>
<td>$125.00</td>
<td>$2,500.00</td>
</tr>
<tr>
<td>4</td>
<td>Asphalitic Emulsion (CQS1H mixed 50% Asphalt/50% water) (Fog Seal Coat)</td>
<td>150</td>
<td>Ton</td>
<td>$359.00</td>
<td>$53,850.00</td>
</tr>
<tr>
<td></td>
<td>TOTAL =</td>
<td></td>
<td></td>
<td></td>
<td>$439,600.00</td>
</tr>
</tbody>
</table>
ARTICLE III.--The said party of the first part hereby promises and agrees with the said contractor to employ, and does hereby employ, the said contractor to provide the materials and to do the work according to the terms and conditions herein contained and referred to, for the prices aforesaid and hereby contracts to pay the same at the time, in the manner and upon the conditions above set forth; and the said parties for themselves, their heirs, executors, administrators, successors and assigns performance of the covenants herein contained.

ARTICLE IV.--By my signature hereunder, as Contractor, I certify that I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for Workmen's Compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

ARTICLE V.--It is further expressly agreed by and between the parties hereto that should there be any conflict between the terms of this instrument and the bid or proposal of said contractor, then this instrument shall control and nothing herein shall be considered as an acceptance of the said terms of said proposal conflicting herewith.

ARTICLE VI.--The statement of prevailing wages appearing in the General Prevailing Wage Rates, the labor surcharge and Equipment Rental Rates is hereby specifically referred to and by this reference is made a part of this contract. It is further expressly agreed by and between the parties hereto that should there be any conflict between the terms of this instrument and the bid or proposal of said Contractor, then this instrument shall control and nothing herein shall be considered as an acceptance of the said terms of said proposal conflicting herewith.
IN WITNESS WHEREOF, the parties to these presents have hereunto set their hands the year and date first above written.

COUNTY OF BUTTE

APPROVED AS TO FISCAL AND BUDGETARY CONTROL

Public Works Contract Review
Dated: _________________

APPROVED AS TO FORM

County Counsel
Dated: _________________

PUBLIC WORKS

________________________
Steve Lambert, Chair
Board of Supervisors
Dated: _________________

CONTRACTOR

By: _______________________
    Jordan Reed

Title: Treasurer, VSS International, Inc. dba VSS Emultech

Date: 7/9/2018