



## ROAD DEPARTMENT

P.O. Box 188 | 885 East Center St | Monticello, Utah 84535  
(435) 587-3230 | Fax: (435) 587-2771

February 15, 2024

**Re: Sole Source Justification- Asphalt Systems Inc. GMRSS, GSB-88, and CSS-1**

To Whom It May Concern,

San Juan County Road Department would like to purchase GMRSS, GSB-88, AND CSS-1 Oils for chip sealing and fog sealing projects in 2024. The GMRSS, GSB-88, and CSS-1 are rejuvenating oils designed and formulated to use with the dirty chips in our stock piles.

Asphalt Systems Inc. (ASI) is a sole provider for GMRSS, GSB-88, and CSS-1 and no other vendor can sell this product as ASI has the exclusive rights to the product. San Juan County has used ASI for chip sealing and fog sealing for many years and they guarantee their product. San Juan County Road Department has been pleased with the results and the chip seals/ fog seals hold up in different conditions throughout the county.

Thank you for your consideration in approving this purchase.

Sincerely,

Todd Adair

San Juan County

Road Superintendent



## GMRSS® QUOTE FOR Agency Project

Date	Expires	Prepared By	Quote ID #
2/5/24	2/15/24	<b>Name: Mark LaBelle</b> <b>Signature:</b> <b>Phone:</b>	
<b>Company Name</b>		San Juan County Road Dept.	
<b>Contact Name</b>		TJ Adair, Supt	
<b>Contact Phone</b>		435-459-6000	
<b>Contact Email</b>		tadair@sanjuancounty.org	

<b>Project Name*</b>	GMRSS Chip Seal Oil 2024 Project
<b>Project Address</b>	Various roads in the county
<b>Bid Date</b>	
<b>Material Delivery Date</b>	Mid-May
<b>Estimated Application Date</b>	Mid-May

\* **Project-Specific Price Quote:** A COPY OF THE PROJECT SPECIFICATION MUST BE PROVIDED BY THE CUSTOMER FOR ASI TO ESTIMATE NUMBER OF GALLONS AND QUOTE TOTAL PRODUCT PRICE. This price quote is for FOB plant and valid for 60 days. After 60 days, ASI may increase the price if required by increased costs to ASI.

<b>Product</b>	<b>GMRSS Chip Seal emulsion</b>
<b>Price per gallon</b>	\$3.71 per gallon
<b>Estimated Gallons**</b>	110,000 gallons (will possibly add 25,000 more gallons)

\*\* **Application Rates:** The project inspector or engineer establishes the application rates for the project after consultation with the Manufacturer's Representative pursuant to the Project Specification. The specific project specifications and the condition(s) of the existing pavement determine the application rates. Customers should be prepared to apply the treatment at the highest application rates per the project specs. IT IS THE CUSTOMER'S RESPONSIBILITY TO ORDER SUFFICIENT MATERIAL TO COVER THE APPLICATION RATES FOR THE PROJECT. THIS ORDER WILL NOT BE ACCEPTED IF IT APPEARS INSUFFICIENT TO COVER THE ANTICIPATED APPLICATION RATES.

Material is available in Totes, if ordered in Totes, **the cost per Tote is \$400 each.**

### **Additional Terms & Conditions:**

1. **Order & Request Lead Time:**
  - a. Customer will provide a minimum notice of 10 working days between the date of the order and the date of pickup. Delivery of orders with less than 10 working day's notice may be subject to delayed shipment due to production schedules.
  - b. Customer will provide a minimum notice of 10 working days for the Specification Support by ASI's Manufacturer's (Onsite) Rep.
2. **Title Transfer: The product is sold FOB ASI's production facility.** Assignment and transfer of legal title to the product from ASI to customer is immediate upon product transfer from plant to customer shipping container.
3. **Freight:** Shipping, handling and storage is the responsibility of the customer.
4. **Storage:** All short- and long-term product storage is the responsibility of the customer.
5. **Product Certification:** ASI will only certify products manufactured at our designated facilities. Customers storing products in bulk or diluting and mixing them for specific projects are responsible for material certifications.

6. **Product Knowledge:** The performance and safety of GMRSS® is dependent upon shipping, handling, storage and application in strict compliance with the GMRSS® SDS and technical data sheet, ASI's Best Practices Manual, and the particular project specifications. Customer certifies that it has read and understood these documents and their requirements for shipping, handling, storage and application of GMRSS®.
7. **Disputes & Liability:** While ASI will assist in facilitating the resolution of any disputes about the performance of services by the freight company and/or the applicator company, it is understood and agreed that the freight company and/or the applicator company and not ASI will be liable for all costs arising from or related to any deficiency in performance of their services.
8. **Force Majeure:** If performance by ASI is prevented, restricted, or interfered with by causes beyond ASI's reasonable control ("Force Majeure"), ASI's obligations shall be suspended to the extent caused by such event. Force Majeure shall include, without limitation, acts of God, plague, epidemic, pandemic, outbreaks of infectious disease or any other public health crisis, including quarantine or other employee restrictions, fire, explosion, vandalism, storm or other similar occurrence, orders or acts of military or civil authority, or by national emergencies, insurrections, riots, or wars, or strikes, lock-outs, work stoppages, supply chain interruptions and disruptions to required transportation.
9. **Product Samples:** ASI may retain a *de minimis* sample of ASI's product immediately prior to application for future reference.
10. **Onsite Roles & Responsibilities:** It is understood that the function of ASI's Manufacturer's Representative is defined by the project's specifications and that decisions concerning the use and application of ASI's product are the responsibility of the owner's inspector/engineer.
11. **Pre-Project Meeting:** ASI's Manufacturer's Representative is available to participate in a pre-project meeting with the applicator and the inspector/engineer in person or remotely. ASI recommends that such a meeting be scheduled.
12. **Product Evaluation Requirements:** ASI welcomes participation in objective, well-designed product evaluations. However, to ensure the integrity and usefulness of formal trials, demonstrations or evaluations, Customer is responsible for notifying ASI's tech and manufacturing function and enabling ASI to participate in and approve the design and performance of the trial, demonstration or evaluation.
13. **Product/Brand Name:** Customer is not licensed to re-brand or re-name this product. Product must be provided to all third parties under ASI name specified on this document.
14. **Payment Terms = NET 30.** In the event the full amount of the purchase price is not paid in full in accordance with the terms set forth herein, Purchaser agrees to pay interest on the unpaid balance at the rate of 1.5% per month or the maximum amount allowed by applicable law if such amount is less than 1.5% per month.

**THIS ORDER CANNOT BE FILLED WITHOUT THE ABOVE QUOTE, TERMS AND CONDITIONS ACCEPTED. RETURNING THIS COMPLETED FORM WITH THE SIGNATURE OF AN AUTHORIZED CUSTOMER REPRESENTATIVE BELOW CONFIRMS UNDERSTANDING AND ACCEPTANCE.**

<b>Name</b>		<b>Signature</b>	
<b>Customer</b>		<b>Date</b>	



## GSB-88® QUOTE FOR Agency Project

Date	Expires	Prepared By	Quote ID #
2-6-24	2-15-24	Name: Mark LaBelle Signature: Phone:	
<b>Company Name</b>		San Juan County Road Dept	
<b>Contact Name</b>		TJ Adair, Supt	
<b>Contact Phone</b>		435-459-6000	
<b>Contact Email</b>		tadair@sanjuancounty.org	

<b>Project Name*</b>	2024 GSB-88 and CSS projects
<b>Project Address</b>	Various roads in county
<b>Bid Date</b>	
<b>Material Delivery Date</b>	May & June
<b>Estimated Application Date</b>	May & June

\* **Project-Specific Price Quote:** A COPY OF THE PROJECT SPECIFICATION MUST BE PROVIDED BY THE CUSTOMER FOR ASI TO ESTIMATE NUMBER OF GALLONS AND QUOTE TOTAL PRODUCT PRICE. This price quote is for FOB plant and valid for 60 days. After 60 days, ASI may increase the price if required by increased costs to ASI.

<b>Product</b>	<b>GSB-88®</b>
<b>Price per gallon</b>	GSB-88, 1:1 with 1% polymer = \$3.54 per gallon CSS, 1:1 = \$1.74 per gallon
<b>Estimated Gallons**</b>	GSB-88, 1:1 with 1% polymer = 42,000 gallons CSS, 1:1 = 5,600 gallons

\*\* **Application Rates:** The project inspector or engineer establishes the application rates for the project after consultation with the Manufacturer's Representative pursuant to the Project Specification. The specific project specifications and the condition(s) of the existing pavement determine the application rates. Customers should be prepared to apply the treatment at the highest application rates per the project specs. IT IS THE CUSTOMER'S RESPONSIBILITY TO ORDER SUFFICIENT MATERIAL TO COVER THE APPLICATION RATES FOR THE PROJECT. THIS ORDER WILL NOT BE ACCEPTED IF IT APPEARS INSUFFICIENT TO COVER THE ANTICIPATED APPLICATION RATES.

### Additional Terms & Conditions:

1. **Order & Request Lead Time:**

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- b. Customer will provide a minimum notice of 10 working days for the Specification Support by ASI's Manufacturer's (Onsite) Rep.

2. **Polymer:** Product may require a minimum amount of polymer. Above pricing includes the specification's minimum polymer requirements. It is the customer's responsibility to fully understand the project requirements for additional polymer to be supplied and ASI charges to furnish polymer at the time of shipment.
3. **Title Transfer: The product is sold FOB ASI's production facility.** Assignment and transfer of legal title to the product from ASI to customer is immediate upon product transfer from plant to customer shipping container.
4. **Freight:** Shipping, handling and storage is the responsibility of the customer.
5. **Storage:** All short- and long-term product storage is the responsibility of the customer.
6. **Product Certification:** ASI will only certify products manufactured at our designated facilities. Customers storing products in bulk or diluting and mixing them for specific projects are responsible for material certifications.
7. **Product Knowledge:** The performance and safety of GSB-88® is dependent upon shipping, handling, storage and application in strict compliance with the GSB-88® SDS and technical data sheet, ASI's Best Practices Manual, and the particular project specifications. Customer certifies that it has read and understood these documents and their requirements for shipping, handling, storage and application of GSB-88®.
8. **Disputes & Liability:** While ASI will assist in facilitating the resolution of any disputes about the performance of services by the freight company and/or the applicator company, it is understood and agreed that the freight company and/or the applicator company and not ASI will be liable for all costs arising from or related to any deficiency in performance of their services.
9. **Force Majeure:** If performance by ASI is prevented, restricted, or interfered with by causes beyond ASI's reasonable control ("Force Majeure"), ASI's obligations shall be suspended to the extent caused by such event. Force Majeure shall include, without limitation, acts of God, plague, epidemic, pandemic, outbreaks of infectious disease or any other public health crisis, including quarantine or other employee restrictions, fire, explosion, vandalism, storm or other similar occurrence, orders or acts of military or civil authority, or by national emergencies, insurrections, riots, or wars, or strikes, lock-outs, work stoppages, supply chain interruptions and disruptions to required transportation.
10. **Product Samples:** ASI may retain a *de minimis* sample of ASI's product immediately prior to application for future reference.
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12. **Product Evaluation Requirements:** ASI welcomes participation in objective, well-designed product evaluations. However, to ensure the integrity and usefulness of formal trials, demonstrations or evaluations, Customer is responsible for notifying ASI's tech and manufacturing function and enabling ASI to participate in and approve the design and performance of the trial, demonstration or evaluation.
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<b>Name</b>		<b>Signature</b>	
<b>Customer</b>		<b>Date</b>	



## CSS-1® QUOTE FOR Agency Project

Date	Expires	Prepared By	Quote ID #
2/14/24	2/29/24	Name: Mark LaBelle, Roads Team Lead Signature: Phone:	
<b>Company Name</b>		San Juan County Road Dept	
<b>Contact Name</b>		T.J. Adair, Supt	
<b>Contact Phone</b>		435-459-6000	
<b>Contact Email</b>		tadair@sanjuancounty.org	

<b>Project Name*</b>	San Juan County CSS, 2:1 Project 2024
<b>Project Address</b>	Various roads
<b>Bid Date</b>	February 2024
<b>Material Delivery Date</b>	Anytime in Spring of 24'
<b>Estimated Application Date</b>	Spring-Early Summer of 24'

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<b>Product</b>	<u>CSS-1, in 2:1 dilute</u>
<b>Price per gallon</b>	\$2.25 per gallon
<b>Estimated Gallons**</b>	5,700 Gallons (semi load)

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