



PUBLIC WORKS DEPARTMENT
AND
WATER DEPARTMENT

REQUEST FOR PROPOSAL

FOR

**ANNUAL SUPPLY OF ROAD CONSTRUCTION MATERIALS
FOR FISCAL YEARS 2018/2019 – 2019/2020**

Terrance Davis
Public Works Director
City Hall
Vallejo, CA 94590
(707) 648-4433

Mike Malone
Water Director
Fleming Hill Treatment Plant
Vallejo, CA 94589
(707) 648-4059

Proposal Submission Deadline:
September 19, 2018, 4:00 p.m.
City of Vallejo Corporation Yard
111 Amador Street
Vallejo, CA 94590



DISCLOSURE

This Request for Proposal (RFP) is not a commitment or contract of any kind. Quantities listed on the bid sheet are estimates only. The City of Vallejo (“City”) reserves the right to reject all proposals. Costs for developing the proposal are entirely the responsibility of the proposer and shall not be reimbursed. Proposers are cautioned against incurring any additional cost in anticipation of award.

The City of Vallejo cannot represent or guarantee that any information submitted in response to the RFP will be confidential. If the City receives a request for any document submitted in response to an RFP, the City will not assert any privileges that may exist on behalf of the person or business submitting the proposal.

All responses submitted to City of Vallejo become the property of the City.

NOTICE TO SUPPLIERS

The City of Vallejo hereby requests sealed proposals to provide Road Construction Materials for City of Vallejo Public Works and Water projects, subject to all conditions outlined in this Bid Package, including:

- SECTION I: NOTICE INVITING PROPOSALS**
- SECTION II: INSTRUCTIONS TO PROPOSERS**
- SECTION III: SPECIAL PROVISIONS / SPECIFICATIONS**
- SECTION IV: BID SHEET**
- SECTION V: NON-COLLUSION AFFADAVIT**
- SECTION VI: NON DISCRIMINATION CLAUSE**
- APPENDIX A: FORM OF CONTRACT**
- EXHIBIT A: SPECIFICATIONS**
- EXHIBIT B: COMPENSATION**
- EXHIBIT C: INSURANCE REQUIREMENTS**

SECTION I: NOTICE INVITING PROPOSALS

- A. **Date of Request:** September 7, 2018
- B. **Due Date and Location for Submittals:** Sealed proposals will be received during normal business hours at City of Vallejo Corporation Yard, 111 Amador Street, Vallejo, CA 94590. Proposals must be received no later than 4:00 PM Wednesday, September 19, 2018. All bids must be in writing and must contain an original signature by an authorized officer of the firm. Electronic bids (i.e., email, fax, etc.) are NOT acceptable. No proposal will be received unless it is made on the included forms. All bids shall clearly contain on the outside of the sealed envelope in which they are submitted:

ANNUAL SUPPLY OF ROAD CONSTRUCTION MATERIALS FOR FISCAL YEAR 2018/2019-2019/2020

- C. **Materials To Be Supplied Include:** Asphalt concrete, asphalt emulsions, aggregate base rock, aggregate sub-base rock, road rock, fill sand, Felton sand, concrete gravel, concrete sand, plaster sand, cobble stones, engineer rock, rip rap, concrete and imported fill. The City of Vallejo does not guarantee any specific quantities will be purchased, it being the intention of the City of Vallejo to purchase material from time to time as the need arises throughout the contract year in quantities necessary to perform work.
- D. **Obtaining or Viewing Bid Documents:** The Specifications, Contract Documents and proposal forms may be obtained online at www.cityofvallejo.net. Users of documents posted on the internet in electronic form are cautioned that the City of Vallejo does not assume any liability or responsibility based on these electronic files for any defective or incomplete copying, excerpting, scanning, faxing or downloading of the contract documents. Complete sets of documents shall be used in preparing Proposal; the City assumes no responsibility for errors or misinterpretations resulting from the use of incomplete sets of documents.
- E. **Contract Terms:** The awarded contract will be for two years, with three (3) one-year options to extend at the City's discretion and upon City Council approval.
- F. **Bid Evaluation.** The following criteria will be used in evaluating the Proposals received in response to this Request for Proposal:
1. Cost (40%)
 2. Location of Plants (50%)
 3. Experience of Firm (10%)

Award will be made to the most responsive and best qualified proposer responding to the RFP requirements based on best value and not lowest cost.

The City of Vallejo reserves the right to reject any or all Proposals or portions thereof, to accept a proposal or portion thereof or to waive any minor irregularity.

DAWN G. ABRAHAMSON
City Clerk

Dated: September 7, 2018

SECTION II: INSTRUCTIONS TO PROPOSERS

All portions of the proposal form must be completed before the proposal is submitted. Failure to submit all required documents may result in the proposal being rejected as non-responsive.

- 1) Attached to and submitted with the proposal form, proposer must provide the completed:
 - (a) Bid Sheet
 - (b) Non-Collusion Affidavit for Contractors or Subcontractor
 - (d) Non-Discrimination Clause
- 2) Certification of Registration of all participating affiliates, issued by California's State Board of Equalization (BOE), pursuant to all requirements as set forth in Sections 6487, 7101 and sections 6452.1, 6487.3, 18510 of the Revenue and Taxation Code, and Section 1295.1 of the Public Contract code.
- 3) One (1) original Proposal marked "ORIGINAL" and two (2) copies of Proposal marked "COPY" shall be submitted.
- 4) Proposal must be submitted to the City of Vallejo Corporation Yard, 111 Amador Street, Vallejo, CA 94590 on or before 4:00 p.m. on September 19, 2018. Proposal must be sealed and marked:

ANNUAL SUPPLY OF ROAD CONSTRUCTION MATERIALS FOR FISCAL YEARS 2018/2019-2019/2020

- 5) Written questions will be the only questions that receive an official response from the City. Written questions may be submitted:
 - a) By E-mail to the Project Manager: mike.schreiner@cityofvallejo.net
 - b) By Letter addressed to:
Mike Schreiner
City of Vallejo Public Works Department
111 Amador Street
Vallejo, CA 94590

Proposers are advised that oral or written communication from the City not in the form of an official addendum do not alter the proposal specifications.

- 6) The cut off time for submission of proposal questions is 4:00 P.M. (Pacific Time) on the business day prior to bid submission due date. Any questions received after this time will not receive a response.

The proposer agrees that if the proposer is selected as the apparent most responsive and best qualified, and the proposer fails to sign the Contract and furnish the Certificates of Insurance, and other required items within the time limit specified in the Contract Documents, the City may award the work to another responsive and qualified proposer or call for new Proposals.

SECTION III: SPECIAL PROVISIONS / SPECIFICATIONS

1. **Materials to be Provided.** The materials provided shall be as set forth herein.
 - A. Aggregate base rock, aggregate sub-base rock, screenings, asphaltic emulsions, liquid asphalt, concrete gravel, and ready-mix concrete shall conform to the applicable sections of the Caltrans Standard Construction Specifications.
 - B. Granular backfill materials shall have a minimum sand equivalent value of thirty (30) and shall be sandy or granular material free from organic matter, clods, clay, rocks or lumps over three inches in diameter. River mud gravel that meets the above criteria is acceptable.
 - C. Asphalt Concrete: Asphalt concrete shall conform to Section 39, "Asphalt Concrete," of the Caltrans Standard Construction Specifications. The material shall be Type B with bituminous binder of steam refined paving of PG 64-16.
 - D. Asphaltic Emulsion: Asphalt emulsion shall be RS – 1 or SS – 1 and conform to the Section 94, "Asphaltic Emulsions," of the Caltrans Standard Construction Specifications.
 - E. Aggregate Bases: Aggregate bases shall be Class 2 and conform to Section 26, "Aggregate Bases," of the Caltrans Standard Construction Specifications.
 - F. Aggregate Sub-Bases: Aggregate sub-bases shall be Class 2 and conform to Section 25, "Aggregate Sub-Bases," of the Caltrans Standard Construction Specifications.
 - G. Portland Cement Concrete: Portland Cement Concrete shall be Type IP (MS) Modified and conform to Section 90, "Portland Cement Concrete," of the Caltrans Standard Construction Specifications.
 - H. Concrete Aggregates: Concrete gravel and concrete sand shall conform to the provisions of Section (90-2.02B, "Portland Cement Concrete-Aggregates," of the Caltrans Standard Construction Specifications.

2. Material Requirements.

- A. All product in continuous mixing plants shall utilize pugmill or drier-drum mixers.
- B. When asphalt concrete or asphalt concrete base is produced by pugmill mixing, the mixer shall be equipped with paddles of a type and arrangement to provide sufficient mixing action and movement to the mixture to product properly mixed product. The combined aggregate shall be fed directly from the drier to the mixer at a uniform and controlled rate.
- C. Mixing shall continue until a homogenous mixture of thoroughly and uniformly coated aggregates of unchanging appearance is produced at discharge from the mixer.
- D. Temperature of the completed mixture shall not exceed 325 degrees F at discharge of the mixer.

- E. Asphalt concrete or asphalt concrete base when stored must only be stored in silos.
- F. Asphalt concrete or asphalt concrete base shall not be stockpiled.
- G. Any open graded asphalt concrete stored in excess of two (2) hours, and any other asphalt concrete or asphalt concrete base stored in excess of 18 hours shall not be supplied to City of Vallejo.
- H. Asphalt concrete or asphalt concrete base with hardened lumps in mixture shall not be supplied to City of Vallejo.

3. Minimum Quantities. The City shall not be bound to purchase minimum quantities of any material.

4. Price Adjustments.

Direct Cost: In this section means Contractor's costs from the manufacturer of any item or if Contractor is the manufacturer, the cost of raw materials required to manufacture the item, plus transportation costs from manufacturer to Contractor and Contractor to the City.

Price Decreases: If Contractor's direct cost decreases at any time during the term of this contract, Contractor shall immediately pass the decrease to the City and lower its prices by the amount of the decrease in direct cost. Contractor shall notify the City of price decreases in the same way as for price increases set out below. The price decrease shall become effective upon City's receipt of Contractor's notice.

Price Increases: Contractor may request a price increase after one hundred twenty (120) days from the effective date of the contract. The effective date starts from the date contract has been signed. Subsequent price increases may be requested twelve months from the date of the previous approved price increase. The amount of the first increase shall not exceed actual documented increase in Contractor's direct cost and shall not be more than five percent (5%) above the previous quotation price. Subsequent increases shall also not exceed this percentage. To request a price increase, Contractor must submit a letter with an itemized list of increased prices. The letter and documentation shall be sent to the following address: City of Vallejo Corporation Yard, 111 Amador Street, Vallejo, CA 94590. If the City approves the price increase, Contractor shall be notified in writing; no price increase will be effective until Contractor receives this notice.

Asphalt Price Fluctuations: As the price of asphalt products are affected by the cost of oil, compensation payable for these products shall be increased or decreased in conformance with asphalt price fluctuations as determined each month in the California Statewide Crude Oil Price Index. See <http://www.dot.ca.gov/hq/construc/crudeoilindex/> for most current index.

Termination of Performance: If the City does not approve Contractor's price increase, Contractor may terminate its performance under the agreement upon sixty (60) days advance written notice. Termination of Performance is Contractor's only remedy if the City does not approve the price increase. If at any time after approving a price increase, the City determines the same item can be obtained at a lower price from a different source

without violating any state law, the City may then purchase the item from the lower price source without any obligation to Contractor.

5. Invoicing. Separate accounts for the Public Works Department and for the Water Department shall be created. In order to expedite payment all invoices must be itemized as to quantity, unit price, description, grand total and applicable discount (if any). Variations will only delay payment. In addition, invoices must show the name of the department, division, or section for which the material was purchased.

All weigh-master's tags must have the correct account, description of the commodity purchased, and shall include the receiving employee signature and printed name. Mail invoices to the accounts payable section of the applicable department. Weigh-master tag will contain the same information as the invoice.

5. Payment. Payment is due thirty (30) days after the City has approved the invoice or after the City has accepted the goods, whichever occurs later.

6. Materials Specifications. All materials furnished shall be in accordance with the State of California Department of Transportation Specifications Section 84-3.02 latest version. Providing materials not in compliance may result in immediate cancellation of this agreement.

SECTION IV: BID SHEET

FOR THE

Annual Supply of Road Construction Materials For Fiscal Years 2018/2019-2019/2020

The undersigned hereby proposes to furnish the goods as specified at the prices and terms herein stated and in accordance with this Request for Proposal, General Terms and Conditions, and Requirements all of which are made a part of this offer.

All pages of the City of Vallejo request for Proposal (RFP), including but not limited to the general terms and conditions are incorporated by reference into this RFP for all purposes. **This is a firm fixed price contract. This form must be signed and submitted by the date specified for consideration.**

BID ITEMS

NOTE: The quantities following are approximate only and will be used as a basis for the comparison of proposals.

***DO NOT INCLUDE SALES TAX IN UNIT COST.**

ITEM NO.	EST. QTY.	UNIT OF ISSUE	DESCRIPTION	PLANT LOCATON	UNIT PRICE	TOTAL PRICE
1	500	Ton	Asphalt concrete, Type B, ¾" maximum, f.o.b.		\$ _____	\$ _____
2	1,000	Ton	Asphalt concrete, Type B, ½" maximum, f.o.b.		\$ _____	\$ _____
3	1,500	Ton	Asphalt concrete, Type B, 3/8" maximum		\$ _____	\$ _____
4	100	Ton	Asphalt concrete, Type B, 1/4" maximum		\$ _____	\$ _____
5	15	Ton	Asphalt concrete, Type B, SC250		\$ _____	\$ _____
6	50	Gallon	Asphalt Emulsion, RS-1		\$ _____	\$ _____
7	50	Gallon	Asphalt Emulsion, SS-1		\$ _____	\$ _____
8	150	Ton	Class II Aggregate Base, 1 ½" maximum aggregate		\$ _____	\$ _____
9	7,000	Ton	Class II Aggregate Base, ¾" maximum aggregate		\$ _____	\$ _____
10	50	Ton	Class II Aggregate Base		\$ _____	\$ _____
11	10	Ton	Road Rock, x 1 ½"		\$ _____	\$ _____
12	50	Ton	Fill Sand		\$ _____	\$ _____

ITEM NO.	EST. QTY.	UNIT OF ISSUE	DESCRIPTION	PLANT LOCATON	UNIT PRICE	TOTAL PRICE
13	25	Ton	Concrete Sand		\$ _____	\$ _____
14	50	Ton	6" to 18" Engineer Rock		\$ _____	\$ _____
15	25	Ton	One Ton Rip Rap		\$ _____	\$ _____
16	10	Ton	Rock, 1 1/2"		\$ _____	\$ _____
17	25	Ton	Import Fill, Type 4" minus grade, (aka: quarry waste)		\$ _____	\$ _____

NOTE: In case of discrepancy between the unit prices and the total amount, the unit prices shall prevail, except as provided in (a) or (b), as follows:

- a) If the amount set forth as a Unit Price for a said item is not readable or otherwise not clear, or is omitted, or is the same amount as the entry in the Total column, then the amount set forth in the Total Amount column for the line item shall prevail and shall be divided by the Estimated Quantity for the said item and the price thus obtained shall be the Unit Price amount.
- b) Decimal Errors: If the total of the entered Unit Price multiplied by the given Estimated Quantity is exactly off by a decimal factor (*i.e.*, ten, one hundred, etc. or, one-tenth, one-hundredth, etc.), from the entered Total Amount, the discrepancy will be resolved by using the entered Unit Price or entered Total Amount, whichever most closely approximates (by percentage) the Unit Price or Total Amount in the City Engineer's Cost Estimate.

Prices offered shall be extended to other Public Agencies? **YES** [] **NO** []

Payment Terms _____ days ARO

COMPANY NAME _____

ADDRESS _____

CITY, STATE, ZIP CODE _____

TELEPHONE NUMBER (____) _____

FAX NUMBER (____) _____

EMAIL ADDRESS _____

NAME & TITLE OF BIDDER _____

SIGNATURE _____

DATE _____

SECTION VI: NONDISCRIMINATION CLAUSE

Contractor shall refrain from discriminatory employment practices on the basis of race, religious creed, color, sex, national origin, ancestry, disability, medical condition, age, marital status or sexual orientation of any employee of, or applicant for employment with, Contractor.

Contractor further agrees as follows:

- (a) That the Contractor shall not because of the race, religious creed, color, sex, national origin, ancestry, disability, medical condition, age, marital status or sexual orientation of any person, refuse to hire or employ any person, or to bar or discharge any person from employment, or to discriminate against any person in compensation, or in the terms, conditions, or privileges of employment, and every employee shall receive equal opportunity for employment and shall be granted equal treatment with respect to compensation, terms, conditions, or other privileges of employment without regard to his race, religious creed, color, sex, national origin, ancestry, disability, medical condition, age, marital status or sexual orientation.
- (b) That the Contractor shall post in conspicuous places where they may be seen by every employee or applicant for employment notices, in such form as shall be prescribed by the City Manager, the provisions set forth above.
- (c) That the Contractor shall in all solicitations or advertisements for employment applications include in such solicitation or advertisement language which will reasonably convey notice that every qualified applicant will receive consideration for employment without regard to his race religious creed, color, sex, national origin, or ancestry, disability, medical condition, age, marital status or sexual orientation.
- (d) That the Contractor shall give written notice, in such form as shall be prescribed by the City Manager, of the Contractor's commitments under this contract to any labor union or employee association with which the Contractor has a collective bargaining contract, or other employer - employee labor agreement or understanding."

Contractor shall include the provisions of this Nondiscrimination Clause in every subcontract, including subcontracts for the provision of materials or equipment.

By submitting a proposal, the Contractor agrees to comply with all the non-discrimination provisions contained in the Vallejo Municipal Code.

PROPOSER'S SIGNATURE

DATE

Title: _____

ANNUAL SUPPLY OF ROAD CONSTRUCTION MATERIALS AGREEMENT

This **Annual Supply of Road Construction Materials** Agreement ("Agreement") is made at Vallejo, California, dated for reference this ___ day of ____, 2018, by and between the City of Vallejo, a municipal corporation ("City"), and _____, hereinafter referred to as "Contractor", who agree as follows:

- 1. Materials.** Subject to the terms and conditions set forth in this Agreement, Contractor shall provide the City materials as specified in Exhibit A, entitled "Specifications."
- 2. Payment.** City shall pay Contractor for materials rendered pursuant to this Agreement at the times and in the manner set forth in Exhibit B, entitled "Compensation."
- 3. Indemnification.** Contractor shall indemnify, hold harmless, and defend City, its officers, officials, directors, employees, agents, volunteers and affiliates and each of them from any and all claims, demands, causes of action, damages, costs, expenses, actual attorney's fees, Contractor's fees, expert fees, losses or liability, in law or in equity, of every kind and nature whatsoever arising out of or in connection with Contractor's operations, or any subcontractor's operations, to be performed under this agreement for Contractor's tort negligence including active or passive, or strict negligence, including but not limited to personal injury including, but not limited to bodily injury, emotional injury, sickness or disease, or death to persons and/or damage to property of anyone, including loss of use thereof, caused or alleged to be caused by any act or omission of Contractor, or any subcontractor, or anyone directly or indirectly employed by any of them or anyone for the full period of time allowed by the law, regardless to any limitation by insurance, with the exception of the sole negligence or willful misconduct of the City. The provisions of this section shall survive the expiration or termination of this Agreement.
- 4. Insurance Requirements.** Contractor agrees to comply with all of the Insurance Requirements set forth in Exhibit C, entitled "Insurance Requirements." Failure to maintain required insurance at all times shall constitute a default and material breach.
- 5. Accident Reports.** Contractor shall immediately report (as soon as feasible, but not more than 24 hours) to the City Risk Manager any accident or other occurrence causing injury to persons or property during the performance of this Agreement. The report shall be made in writing and shall include, at a minimum: (a) the names, addresses, and telephone numbers of the persons involved, (b) the names, addresses, and telephone numbers of any known witnesses, (c) the date, time, and description of the accident or other occurrence.
- 6. Conflict of Interest.** Contractor warrants and represents that to the best of its knowledge, there exists no actual or potential conflict between Contractor's family, business, real property or financial interests and the materials to be provided under this Agreement. Contractor shall comply with the City of Vallejo Conflict of Interest Code and not enter into any contract or agreement during the performance of this Agreement which will create a conflict of interest with its duties to City under this Agreement. In the event of a change in Contractor's family, business, real property, or financial interests occurs during the term of this Agreement that creates an actual or potential conflict of interest, then Contractor shall disclose such conflict in writing to City.

7. Licences, Permits, Etc. Contractor represents and warrants to City that all Contractor materials shall be provided by a person or persons duly licensed by the State of California to provide the type of materials to be performed under this Agreement.

8. Business License. Contractor, and its subcontractors, has obtained or agrees to apply prior to performing any materials under this Agreement to City's Finance Department for a business license, pay the applicable business license tax and maintain said business license during the term of this Agreement. The failure to obtain such license shall be a material breach of this Agreement and grounds for termination by City. No payments shall be made to Contractor until such business license(s) has been obtained.

9. Standard of Performance. Contractor shall provide all materials required pursuant to this Agreement in accordance with generally accepted practices and principles and in a manner consistent with the level of care and skill ordinarily exercised under similar conditions by a member of Contractor's profession currently practicing in California.

Contractor is responsible for making an independent evaluation and judgment of all conditions affecting performance of the work, including without limitation applicable federal, state, and local laws and regulations, and all other contingencies or considerations.

Contractor's responsibilities under this section shall not be delegated. Contractor shall be responsible to City for acts, errors, or omissions of Contractor's subcontractors.

10. Force Majeure. Neither party shall be considered in default of this Agreement to the extent performances are prevented or delayed by causes or circumstances beyond either party's reasonable control, such as war, riots, strikes, lockouts, work slowdown or stoppage, acts of God, such as floods or earthquakes, and electrical blackouts or brownouts. In the event that the Contractor is unable to meet the completion date or schedule of materials, Contractor shall immediately inform the City Representative of this in writing. If additional time is required to perform the work, the City Representative may adjust the schedule.

11. Time is of the Essence. Time is of the essence in this Agreement. Any reference to days means calendar days, unless otherwise specifically stated.

12. Term. The term of this Agreement shall commence on _____, 2018 and shall continue in full force and effect until June 30, 2020. Upon expiration of original Agreement, the City may, at its discretion and upon approval by City Council, extend Agreement up to three (3) times in intervals of one (1) year for a maximum Agreement term of five (5) years.

13. Termination or Abandonment by City. The City has the right, at any time and in its sole discretion, to immediately terminate this Agreement by giving notice to Contractor. Upon receipt of a notice of termination, Contractor shall not provide materials except as specified in the notice. Before the date of termination, Contractor shall deliver to City all City records and documents, all work product, whether completed or not, as of the date of termination and not otherwise previously delivered.

The City shall pay Contractor for materials performed in accordance with this Agreement before the date of termination. If this contract provides for payment of a lump sum for all materials or

by task and termination occurs before completion of the work or any defined task which according to the performance schedule was commenced before the notice of termination, the fee for materials performed shall be based on an amount mutually agreed to by City and Contractor for the portion of work completed in conformance with this Agreement before the date of termination. In addition, the City will reimburse Contractor for authorized expenses incurred and not previously reimbursed. The City shall not be liable for any fees or costs associated for the termination or abandonment except for the fees, and reimbursement of authorized expenses, payable pursuant to this section.

14. Assignment and Subcontracting. Contractor shall not subcontract, assign or transfer voluntarily or involuntarily any of its rights, duties or obligation under this Agreement without the express written consent of the City Manager or his or her designee in each instance. Any attempted or purported assignment of any right, duty or obligation under this Agreement without said consent shall be void and of no effect.

15. Successors and Assigns. All terms, conditions, and provisions of this Agreement shall apply to and bind the respective heirs, executors, administrators, successors, and assigns of the parties. Nothing in this section is intended to affect the limitation on assignment.

16. Non-Discrimination/Fair Employment Practices.

Contractor shall not, because of race, religious creed, color, sex, national original, ancestry, disability, medical condition, age, marital status or sexual orientation of any person, refuse to hire or employ, or to bar or discharge from employment, or to discriminate in compensation, or in terms, conditions or privileges any person, and every employee will receive equal opportunity for employment and shall be granted equal treatment with respect to compensation, terms, conditions or other privileges of employment, without regard to his race, religious creed, color, sex, national origin, ancestry, or disability, medical condition, age, marital status or sexual orientation.

Contractor warrants and represents it is an equal opportunity employer and agrees it shall not discriminate on the basis of race, religious creed, color, sex, national origin, ancestry, disability, medical condition, age, marital status or sexual orientation in the selection and retention of employees, subcontractors or procurement of materials or equipment.

17. Notices. All notices or instruments required to be given or delivered by law shall be in writing and shall be effective upon receipt thereof and shall be by personal service or delivered by depositing the same in any United States Post Office, registered or certified mail, postage prepaid, addressed to:

If to City Public Works Department:

Terrance Davis
Public Works Director
Public Works Department
555 Santa Clara Street
Vallejo, CA 94590

If to City Water Department:

Mike Malone
Water Director
Water Department
202 Fleming Hill Road
Vallejo, CA 94589

If to Contractor:

Any party may change its address for receiving notices by giving written notice of such change to the other party in accordance with this section. Routine administrative communications shall be made pursuant to section 1 of Exhibit A.

18. Integration Clause. This Agreement, including all Exhibits, contains the entire agreement between the parties and supersedes whatever oral or written understanding they may have had prior to the execution of this Agreement. This Agreement shall not be amended or modified except by a written agreement executed by each of the parties hereto.

19. Severability Clause. Should any provision of this Agreement ever be deemed to be legally void or unenforceable, all remaining provisions shall survive and be enforceable.

20. Law Governing. This Agreement shall in all respects be governed by the law of the State of California without regard to its conflicts of law rules. Litigation arising out of or connected with this Agreement shall be instituted and maintained in the courts of Solano County in the State of California or in the United States District Court, Eastern District of California, Sacramento, California, and the parties consent to jurisdiction over their person and over the subject matter of any such litigation in such courts, and consent to service of process issued by such courts.

21. Waiver. Waiver by either party of any default, breach or condition precedent shall not be construed as a waiver of any other default, breach or condition precedent or any other right hereunder.

22. Ambiguity. The parties acknowledge that this is a negotiated agreement, that they have had the opportunity to have this Agreement reviewed by their respective legal counsel, and that the terms and conditions of this Agreement are not to be construed against any party on the basis of such party's draftsmanship thereof.

23. Gender. All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine, neuter, singular or plural, as the identifications of the person or persons, firm or firms, corporation or corporations may require.

24. Headings. The section headings contained in this Agreement are inserted for convenience only and shall not affect in any way the meaning or interpretation of this Agreement.

25. Compliance with Laws. Contractor will comply with all statutes, regulations and ordinances in the performance of all materials under this Agreement.

26. News and Information Release. Contractor agrees that it will not issue any news releases in connection with either the award of this Agreement, or any subsequent amendment of or efforts under this Agreement, without first obtaining review and approval of said news releases from City through the City Representative.

27. City Representative. The City Representative specified in Exhibit A, or the representative's designee, shall administer this Agreement for the City.

28. Counterparts. The parties may execute this Agreement in one or more counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same instrument.

29. Facsimile Signature; Electronic Signature. This Agreement shall be binding upon the receipt of facsimile signatures or e-mailed by PDF or otherwise. Any person transmitting his or her signature by facsimile or electronically shall promptly send an original signature to the other party pursuant to the notice provision of this Agreement. The failure to send an original shall not affect the binding nature of this Agreement.

30. Authority. The person signing this Agreement for Contractor hereby represents and warrants that he/she is fully authorized to sign this Agreement on behalf of Contractor.

31. Exhibits. The following exhibits are attached hereto and incorporated herein by reference:

Exhibit A, entitled "Specifications," including any attachments

Exhibit B, entitled "Compensation," including any attachments

Exhibit C, entitled "Insurance Requirements," including attachments

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year shown below the name of each of the parties.

(Contractor Name)

CITY OF VALLEJO,
a municipal corporation

By: _____

By: _____
Greg Nyhoff
City Manager

DATE: _____

DATE: _____

Vallejo Business License No.

ATTEST:

(City Seal)

By: _____
Dawn Abrahamson
City Clerk

APPROVED AS TO CONTENT:

Terrance Davis
Public Works Director

Mike Malone
Water Director

APPROVED AS TO FORM

Claudia Quintana
City Attorney

APPROVED AS TO INSURANCE:

Herb Lester
Risk Manager

SPECIFICATIONS

1. Representatives. The City Representatives for this Agreement are:

Brian Monahan
Public Works Supervisor / Streets
Public Works Maintenance Division
111 Amador Street
Vallejo, CA 94590
(707) 648-4319

Adam Shafer
Utility Supervisor
Water Distribution Division
111 Amador Street
Vallejo, CA 94590
(707) 648-4105

The Contractor's Representative for this Agreement is:

Contractor Representative Name
Contractor Representative Title
Address
Phone

All routine administrative communications between the parties will be between the above named representatives and may be by personal delivery, mail, facsimile transmission, or electronic mail as agreed between the Contractor Representative and City's Representative.

8. Materials to be Provided. The materials provided shall be as set forth herein.

A. Construction Materials:

1. Aggregate base rock, aggregate sub-base rock, screenings, asphaltic emulsions, liquid asphalt, concrete gravel, and ready-mix concrete shall conform to the applicable sections of the Caltrans Standard Construction Specifications.

2. Granular backfill materials shall have a minimum sand equivalent value of thirty (30) and shall be sandy or granular material free from organic matter, clods, clay, rocks or lumps over three inches in diameter. River mud gravel that meets the above criteria is acceptable.

B. Asphalt Concrete: Asphalt concrete shall conform to Section 39, "Asphalt Concrete," of the Caltrans Standard Construction Specifications. The material shall be Type B with bituminous binder of steam refined paving of PG 64-16.

C. Asphaltic Emulsion: Asphalt emulsion shall be RS – 1 or SS – 1 and conform to the Section 94, "Asphaltic Emulsions," of the Caltrans Standard Construction Specifications.

D. Aggregate Bases: Aggregate bases shall be Class 2 and conform to Section 26, "Aggregate Bases," of the Caltrans Standard Construction Specifications.

E. Aggregate Sub-Bases: Aggregate sub-bases shall be Class 2 and conform to Section 25, "Aggregate Sub-Bases," of the Caltrans Standard Construction Specifications.

F. Portland Cement Concrete: Portland Cement Concrete shall be Type IP (MS) Modified and conform to Section 90, "Portland Cement Concrete," of the Caltrans Standard Construction Specifications.

G. Concrete Aggregates: Concrete gravel and concrete sand shall conform to the provisions of Section (90-2.02B, "Portland Cement Concrete-Aggregates," of the Caltrans Standard Construction Specifications.

9. Material Requirements.

I. All product in continuous mixing plants shall utilize pugmill or drier-drum mixers.

J. When asphalt concrete or asphalt concrete base is produced by pugmill mixing, the mixer shall be equipped with paddles of a type and arrangement to provide sufficient mixing action and movement to the mixture to produce properly mixed product. The combined aggregate shall be fed directly from the drier to the mixer at a uniform and controlled rate.

K. Mixing shall continue until a homogenous mixture of thoroughly and uniformly coated aggregates of unchanging appearance is produced at discharge from the mixer.

L. Temperature of the completed mixture shall not exceed 325 degrees F at discharge of the mixer.

M. Asphalt concrete or asphalt concrete base when stored must only be stored in silos.

N. Asphalt concrete or asphalt concrete base shall not be stockpiled.

O. Any open graded asphalt concrete stored in excess of two (2) hours, and any other asphalt concrete or asphalt concrete base stored in excess of 18 hours shall not be supplied to City of Vallejo.

P. Asphalt concrete or asphalt concrete base with hardened lumps in mixture shall not be supplied to City of Vallejo.

10. Minimum Quantities. The City shall not be bound to purchase minimum quantities of any material.

11. Materials Specifications. All materials furnished shall be in accordance with the State of California Department of Transportation Specifications Section 84-3.02 latest version. Providing materials not in compliance may result in immediate cancellation of this agreement.

12. Inspection. All materials furnished are subject to inspection and approval by the City Engineer (CE), or designee. The CE or designee shall have access at all times to the material stocks from which the City is supplied, and shall be furnished with every reasonable facility and assistance for ascertaining that the materials are in accordance with the requirements and intent of specifications. The inspection of the materials does not relieve the Contractor of any obligation to furnish materials in accordance with the aforementioned standard construction specifications.

13. Rejected Materials. The Contractor shall immediately remove any rejected or condemned material provided by the Contractor at his or her own expense. Rejected materials shall never again be offered to the City. Additionally, as a remedy, the City may deduct and retain the cost to replace the work from any sums due or to become due to the Contractor.

14. Removal of Rejected Materials. All materials which have been rejected shall be removed and replaced by the Contractor in a manner acceptable to the City, and no compensation will be paid to the Contractor for the removal and replacement. Alternatively, the City in its sole discretion may cause rejected materials to be removed and replaced, and to deduct the costs from any moneys due or to become due the Contractor.

15. Weigh Master's Tag. A weigh-master's tag shall be provided at the time of delivery, and the tag number will be referenced on invoices to verify the material charges. Weigh-master's tag shall indicate the "ship to" address (entity placing the order).

16. Safety Requirements. All merchandise must comply with current safety orders of the California Department of Industrial Relations and CAL/OSHA (California/Occupational Safety and Health Administration).

17. Material Data Safety Sheet. It is required by law that all hazardous materials must be identified and be accompanied with a "Material Safety Data Sheet" (MSDS) at time of delivery.

COMPENSATION

1. Compensation. City agrees to pay Contractor, at the rate(s) specified in Attachment 1 to this Exhibit, for the materials and services set forth in Exhibit A of this Agreement, for an annual total not to exceed XXX Dollars (\$XXX), and total Agreement not to exceed XXX Dollars (\$XXX). Price is to be firm fixed for a one hundred twenty (120) day period. Price is to include all costs chargeable to the City.

2. Price Adjustments.

A. Direct Cost: In this section means Contractor's costs from the manufacturer of any item or if Contractor is the manufacturer, the cost of raw materials required to manufacture the item, plus transportation costs from manufacturer to Contractor and Contractor to the City.

B. Price Decreases: If Contractor's direct cost decreases at any time during the term of this contract, Contractor shall immediately pass the decrease to the City and lower its prices by the amount of the decrease in direct cost. Contractor shall notify the City of price decreases in the same way as for price increases set out below. The price decrease shall become effective upon City's receipt of Contractor's notice.

C. Price Increases: Contractor may request a price increase after one hundred twenty (120) days from the effective date of the contract. The effective date starts from the date contract has been signed. Subsequent price increases may be requested twelve months from the date of the previous approved price increase. The amount of the first increase shall not exceed actual documented increase in Contractor's direct cost and shall not be more than five percent (5%) above the previous quotation price. Subsequent increases shall also not exceed this percentage. To request a price increase, Contractor must submit a letter with an itemized list showing revised prices by line item. The letter and documentation shall be sent to the following address: City of Vallejo Corporation Yard, 111 Amador Street, Vallejo, CA 94590. If the City approves the price increase, Contractor shall be notified in writing; no price increase will be effective until Contractor receives this notice.

D. Asphalt Price Fluctuations: As the price of asphalt products are affected by the cost of oil, compensation payable for these products shall be increased or decreased in conformance with asphalt price fluctuations as determined each month in the California Statewide Crude Oil Price Index. See <http://www.dot.ca.gov/hq/construc/crudeoilindex/> for most current index.

E. Termination of Performance: If the City does not approve Contractor's price increase, Contractor may terminate its performance under the agreement upon sixty (60) days advance written notice. Termination of Performance is Contractor's only remedy if the City does not approve the price increase. If at any time after approving a price increase, the City determines the same item can be obtained at a lower price from a different source without violating any state law, the City may then purchase the item from the lower price source without any obligation to Contractor.

3. Invoicing. Separate accounts for the Public Works Department and for the Water Department shall be opened. In order to expedite payment all invoices must be itemized as to quantity, unit price, description, grand total and applicable discount (if any) in the same order and form as in the City of Vallejo Purchase Order. Variations will only delay payment. In addition, invoices must show the name of the department, division, or section to which the material was delivered, and the City of Vallejo Purchase Order Number.

All weigh-master's tags must have a description of the commodity delivered and shall include the receiving employee signature and printed name. Mail invoices to the accounts payable section of the department and to the address, as noted on individual purchase orders. Weigh Master's Tag will contain the same information as the invoice.

4. Payment. Payment is due thirty (30) days after the City has approved the invoice or after the City has accepted the goods, whichever occurs later.

Request for payment shall be sent to:

Public Works Department:

Brian Monahan
Public Works Supervisor, Streets
111 Amador Street
Vallejo, CA 94590
(707) 648-4430

Water Department:

Adam Shafer
Utility Supervisor
111 Amador Street
Vallejo, CA 94590
(707) 553-7230

5. Accounting Records of Contractor. Contractor shall maintain for three (3) years after completion of all materials hereunder, all records under this Agreement, including, but not limited to, records of Contractor's direct salary costs for all Materials and Additional Materials performed under this Agreement and records of Contractor's Reimbursable Expenses, in accordance with generally accepted accounting practices. Contractor shall keep such records available for audit, inspection and copying by representatives of the City's Finance Department or other government agencies during regular business hours upon twenty four (24) hours' notice.

The obligations of Contractor under this section shall survive this Agreement.

6. Taxes. Contractor shall pay, when and as due, any and all taxes incurred as a result of Contractor's compensation hereunder, including estimated taxes, and shall provide City with proof of such payments upon request.

7. Taxpayer Identification Number. Contractor shall provide City with Contractor's complete Request for Taxpayer Identification Number and Certification, Form W-9, as issued by the Internal Revenue Service, and any other State or local tax identification number requested by City.

ANNUAL SUPPLY OF ROAD CONSTRUCTION MATERIALS AGREEMENT
FISCAL YEARS 2018/2019-2019/2020

BID SHEET

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SAMPLE

EXHIBIT C - INSURANCE REQUIREMENTS

Contractor shall procure and maintain for the duration of this Agreement, including any extensions thereto, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of materials hereunder by the Contractor, their agents, representatives, or employees or subcontractors.

1. Minimum Scope of Insurance. Coverage shall be at least as broad as:

- A. Insurance shall be at least as broad as:
 - 1. Personal injury
 - 2. Contractual liability
 - 3. Contractor's broad form pollution liability
 - 4. Product liability
- B. Insurance Services Office form covering Automobile Liability, code 1 (any auto)
- C. Worker's Compensation insurance as required by the State of California and Employer's Liability Insurance.

2. Minimum Limits of Insurance. Contractor shall maintain limits no less than:

- A. General Liability: \$1,000,000 per occurrence for bodily injury, personal injury, and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
- B. Automobile Liability: \$3,000,000 per accident for bodily injury and property damage.
- C. Workers' Compensation and Employer's Liability: \$1,000,000 per accident for bodily injury or disease. If Contractor is not subject to California Workers' Compensation requirements, Contractor shall file a completed certificate of exemption form which may be obtained from the City prior to commencing any activity authorized hereunder.
- D. Pollution Legal Liability insurance in the amount of \$1,000,000 per claim and in the aggregate

TYPE OF INSURANCE	MINIMUM LIMITS OF LIABILITY
Standard Workers' Compensation & Employer's Liability Including Occupations Disease Coverage	Statutory limits as required by the State of California including \$1 million Employers' Liability per accident, per employee for bodily injury or disease. If Bidder is self-insured, provide a certificate of Permission to Self-Insure, signed by the California Department of Industrial Relations and Self-Insurance.
Comprehensive General Liability Insurance	<p>\$1,000,000 per occurrence for bodily injury, personal injury, property damage and products and completed operations; product liability, contractor's pollution liability. If Commercial General Liability Insurance or other form with a general aggregate liability is used, either the general aggregate limit shall apply separately to this product or the minimum required aggregate limit or be twice the required occurrence limit. Policy shall be endorsed to name the Agency as an additional insured per the conditions detailed below.</p> <p>ISO Form CG 20 10 (1/85) or its equivalent is required. The endorsement must not exclude products and completed operations coverage. If it does, then CG 20 37 (10/01) is also required.</p>
Umbrella/Excess Liability Coverage	If an Umbrella or Excess Liability Policy is used to meet the liability limits, coverage shall be as broad as specified for underlying coverages and cover those insured in the underlying policies.
Broad Form Contractors Pollution Liability Insurance	<p>Same limits as Commercial General Liability insurance.</p> <p>Time Element Sudden and Accidental coverage and/or any Blended Pollution Endorsements on General Liability and Auto Liability policies and/or Pollution Liability policies will not be accepted.</p>

3. Deductible and Self-Insured Retention. Any deductibles or self-insured retention must be declared to and approved by the City. At the option of the City, either: the insurer shall reduce or eliminate such deductibles or self-insured retention as respects the City of Vallejo, its officers, officials, employees and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

4. Other Insurance Provisions. The general liability and automobile liability policies, as can be provided, are to contain, or be endorsed to contain, the following provisions:

- A. The City of Vallejo, its officers, officials, employees, agents and volunteers are to be covered as additional insureds as respects; liability, including defense costs, arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; premises owned, occupied or used by the Contractor; or automobiles owned, leased hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the City of Vallejo, its officers, officials, employees, agents or volunteers. The insurance is to be issued by companies licensed to do business in the State of California.

- B. For any claims related to this project, the Contractor's insurance coverage shall be primary insurance as respects the City of Vallejo, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the City of Vallejo, its officers, officials, employees, agents, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
- C. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the City, its officers, officials, employees, agents, or volunteers.
- D. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- E. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City.
- F. The workers' compensation and employer's liability policy required hereunder shall be endorsed to state that the workers' compensation carrier waives its right of subrogation against City, its officers, officials, employees, agents and volunteers, which might arise by reason of payment under such policy in connection with Contractor's performance under this Agreement.

5. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII.

6. Verification of Coverage. Contractor shall furnish the City with certificates of insurance and original endorsements effecting general liability insurance coverage required by this clause. The certificates and endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All endorsements are to be received and approved by the City before work commences.

7. Subcontractors. Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

8. Payment Withhold. City will withhold payments to Contractor if the certificates of insurance and endorsements required in Paragraph F, above, are canceled or Contractor otherwise ceases to be insured as required herein.