



**SPECIFICATIONS PROVIDING FOR
THE PURCHASE OF HOT MIX ASPHALT**

FOR THE PERIOD

ALTERNATE A

JULY 1, 2009 THROUGH JUNE 30, 2012

ALTERNATE B

JULY 1, 2009 THROUGH JUNE 30, 2010

FOR THE

CITY OF STOCKTON, CALIFORNIA

(PUR 09-048)



**BIDS WILL BE RECEIVED UNTIL THE HOUR OF
2:00 O'CLOCK P.M., MAY 21, 2009,
IN THE OFFICE OF THE CITY CLERK,
FIRST FLOOR, CITY HALL, 425 NORTH EL DORADO STREET,
STOCKTON, CALIFORNIA 95202-1997**

**CITY OF STOCKTON
REQUEST FOR SEALED BID
FOR THE PURCHASE OF HOT MIX ASPHALT
(PUR 09-048)**

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NOTICE INVITING SEALED BIDS

NOTICE IS HEREBY GIVEN that sealed bids are invited by the City of Stockton, California for specifications for the **PURCHASE OF HOT MIX ASPHALT FOR THE PERIOD ALTERNATE A, JULY 1, 2009 THROUGH JUNE 30, 2012 OR ALTERNATE B, JULY 1, 2009 THROUGH JUNE 30, 2010 (PUR 09-048)** in strict accordance with the specifications.

The purpose of this sealed bid is to request bidders to present their qualifications and capabilities to provide for the **PURCHASE OF HOT MIX ASPHALT FOR THE PERIOD ALTERNATE A, JULY 1, 2009 THROUGH JUNE 30, 2012 OR ALTERNATE B, JULY 1, 2009 THROUGH JUNE 30, 2010** for the City of Stockton.

The bid specifications and forms can be obtained from the City of Stockton's website at <http://www.stocktongov.com/business/bidflash.cfm> and must be delivered to the Office of the City Clerk, City Hall, 425 North El Dorado Street, Stockton, California, up to but not later than **2:00 p.m., on Thursday, May 21, 2009.**

The City reserves the right to reject any and/or all bids received.

Information on Technical Data

Mike McDonald, Public Works Department
(209) 937-8302
E-mail: Mike.McDonald@ci.stockton.ca.us

Information on Bid Process/Clarification

Dianne Samples, Purchasing Division
(209) 937-8357
e-mail: Dianne.Samples@ci.stockton.ca.us

Dated: May 1, 2009

//s//KATHERINE GONG MEISSNER
CITY CLERK OF THE CITY OF STOCKTON

BIDDER'S CHECKLIST
CITY OF STOCKTON / PURCHASING DIVISION

Did You:

- * ___ Sign and notarize by jurat certificate the "Non-Collusion Affidavit" form. An "All-Purpose Acknowledgment" form will not be sufficient.
- * ___ Complete and sign the "Bid to be Submitted" form.
- * ___ Sign the "Bidder's Agreement" form.
- * ___ Recheck your math on each item extension and total column. Do not superimpose numerals on your bid forms. If erasures or interlineations appear on your bid form, they must be initialed by the person preparing the bid.
- * ___ Include your **\$5,0000.00** bidder's security, bidder's bond, certified or cashier's check.
- * ___ Include self-addressed, unstamped envelope with bidder's security.
- * ___ Review all clarifications/questions/answers on the City's website at <http://www.stocktongov.com/business/bidflash.cfm> .
- * ___ Include with bid, name and e-mail address for City contact.
- * ___ Submit one (1) ORIGINAL of all bid documents.
- * ___ Deliver sealed bid to City Hall, City Clerk's Office (1st floor), 425 North El Dorado Street, Stockton, CA 95202, before **May 21, 2009 at 2:00 p.m.** Sealed bid shall be marked "Bid" and indicate project name, number, and bid opening date. **Please note that some overnight delivery services do not deliver directly to the City Clerk's Office. This could result in the bid arriving in the City Clerk's Office after the bid opening deadline and therefore not being accepted. NOTE: The Stockton City Clerk's office is closed from 12 noon to 1 p.m. for lunch.**
 - A) **PURCHASE OF HOT MIX ASPHALT ALTERNATE A, JULY 1, 2009 THROUGH JUNE 30, 2012 OR ALTERNATE B, JULY 1, 2009 THROUGH JUNE 30, 2010**
 - B) **(PUR 09-048)**
 - C) **MAY 21, 2009**

Contact the Purchasing Division immediately if any portion is missing. Phone (209) 937-8357.

- * If not completed as required, your bid may be voided.

This form is for your information only and does not need to be submitted with your bid.

**CITY OF STOCKTON
REQUEST FOR SEALED BID
FOR THE PURCHASE OF HOT MIX ASPHALT
(PUR 09-048)**

1.1 REQUEST FOR SEALED BID

The purpose of this sealed bid is to request bidders to present their qualifications and capabilities to provide for the **PURCHASE OF HOT MIX ASPHALT FOR THE PERIOD ALTERNATE A, JULY 1, 2009 THROUGH JUNE 30, 2012 OR ALTERNATE B, JULY 1, 2009 THROUGH JUNE 30, 2010 (PUR 09-048)** for the City of Stockton.

1.2 INVITATION TO SUBMIT A BID

Bids shall be submitted no later than **2:00 p.m., on Thursday, May 21, 2009**, in the office of:

CITY CLERK
CITY OF STOCKTON
425 NORTH EL DORADO STREET
STOCKTON, CA 95202-1997

The bid should be firmly sealed in an envelope which shall be clearly marked on the outside, "**PURCHASE OF HOT MIX ASPHALT FOR THE PERIOD ALTERNATE A, JULY 1, 2009 THROUGH JUNE 30, 2012 OR ALTERNATE B, JULY 1, 2009 THROUGH JUNE 30, 2010** for the City of Stockton **(PUR 09-048)**." Any bid received after the due date will not be accepted and will be deemed rejected and returned, unopened, to the bidder.

1.3 LOCAL BUSINESS PREFERENCE

Stockton Municipal Code Section 3-106.1 reads as follows:

Preference shall be given to the purchase of supplies, materials, equipment and contractual services from local merchants, quality and price being equal. Local merchants who have a physical business location within the boundaries of San Joaquin County, and who have applied for and paid a business license tax and registration fee pursuant to Stockton Municipal Code Chapter 6, Division 5, shall be granted a three (3) percent bid preference. The **three (3)** percent preference shall be based on the amount of that portion of the bid which is subject to sales tax. This is intended to provide preference in the award of certain City contracts in order to encourage businesses to move into the City.

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1.4 CONSEQUENCE OF SUBMISSION OF BID

- A. The City shall not be obligated to respond to any bid submitted nor be legally bound in any manner by the submission of a bid.
- B. Acceptance by the City of a bid obligates the bidder to enter into a contract with the City.
- C. A contract shall not be binding or valid against the City unless or until it is executed by the City and the bidder.
- D. Statistical information contained in these documents is for informational purposes only. The City shall not be responsible for the accuracy of said data. City reserves the right to increase or decrease the project scope.

1.5 EXAMINATION OF BID MATERIALS

The submission of a bid shall be deemed a representation and warranty by the bidder that it has investigated all aspects of the bid, that it is aware of the applicable facts pertaining to the bid process and its procedures and requirements, and that it has read and understands the bid. No request for modification of the provisions of the bid shall be considered after its submission on the grounds the bidder was not fully informed as to any fact or condition. Statistical information which may be contained in the bid or any addendum thereto is for informational purposes only. The City disclaims any responsibility for this information which may subsequently be determined to be incomplete or inaccurate.

1.6 ADDENDA AND INTERPRETATION

The City will not be responsible for, nor be bound by, any oral instructions, interpretations, or explanations issued by the City or its representatives. Any request for clarifications/questions/answers of a bid shall be made in writing/e-mail and deliverable to:

CITY OF STOCKTON
ATTN: MIKE MCDONALD
PUBLIC WORKS DEPARTMENT
425 NORTH EL DORADO STREET
STOCKTON, CA 95202-1997
Mike.McDonald@ci.stockton.ca.us

CITY OF STOCKTON
ATTN: DIANNE SAMPLES
PURCHASING DIVISION
425 NORTH EL DORADO STREET
STOCKTON, CA 95202-1997
Dianne.Samples@ci.stockton.ca.us

Such request for clarification shall be delivered to the City at least ten (10) calendar days prior to the date for receipt of bids. Any City response to a request for clarifications/questions/answers will be posted on the City's website at <http://www.stocktongov.com/business/bidflash.cfm> (not later than five (5)

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calendar days prior to the due date), and will become a part of the bid. The bidder should await responses to inquires prior to submitting a bid.

1.7 DISQUALIFICATION

Any of the following may be considered cause to disqualify a bidder without further consideration:

- A. Evidence of collusion among bidders;
- B. Any attempt to improperly influence any member of the evaluation panel;
- C. A bidder's default in any operation of a contract which resulted in termination of that contract; and/or
- D. Existence of any lawsuit, unresolved contractual claim, or dispute between bidder and the City.

1.8 INFORMAL BID REJECTED

A bid shall be prepared and submitted in accordance with the provisions of these bid instructions and specifications. Any alteration, omission, addition, variance, or limitation of, from, or to a bid may be sufficient grounds for rejection of the bid. The City has the right to waive any defects in a bid if the City chooses to do so. The City may not accept a bid if:

- A. Any of the bid forms are left blank or are materially altered;
- B. Any document or item necessary for the proper evaluation of the bid is incomplete, improperly executed, indefinite, ambiguous, or missing.

1.9 CONDITIONS TO BE ACCEPTED IF ANY WORK IS SUBCONTRACTED

- A. The bidder assumes full responsibility, including insurance and bonding requirements, for the quality and quantity of all work performed.
- B. If bidder's supplier(s) and/or subcontractor's involvement requires the use of a licensed, patented, or proprietary process, the vendor of the process is responsible for assuring that the subcontractor, supplier, and/or operator have been properly authorized to use the process or for providing another process which is comparable to that which is required prior to submission of a bid.

1.10 LICENSING REQUIREMENTS

Any professional certifications or licenses that may be required will be the sole

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cost and responsibility of the successful bidder.

A City of Stockton Business license may be required for this project. Please contact the City of Stockton Business License Division at (209) 937-8313.

1.11 INSURANCE REQUIREMENTS

Bidder, at bidder's sole cost and expense and for the full term of the resultant contract or any extension thereof, shall obtain and maintain at least all of the insurance requirements listed in attached Exhibit A.

The bidder shall satisfy these insurance requirements concurrently with the signing of the contract prior to commencement of work. Please contact City of Stockton Risk Management at (209) 937-8682.

Maintenance of proper insurance coverage is a material element of this contract and that failure to maintain or renew coverage or to provide evidence of renewal may be treated as a material breach of contract.

1.12 HOLD HARMLESS DEFENSE CLAUSE

The Contractor shall indemnify, hold harmless and defend the City of Stockton (CITY) and each of its Mayor, Council, officers, officials, employees, volunteers and agents from any and all loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage) incurred by City of Stockton, the Contractor or any other person and from any and all claims, demands and actions in law or equity (including reasonable attorney's fees and litigation expense), arising or alleged to have arisen directly or indirectly out of the active or passive negligence of the Contractor or any of its employees or agents in the performance of this contract. The Contractor's obligations under the preceding sentence shall apply regardless of whether the CITY or any of its Mayor, Council, officers, officials, employees, volunteers or agents are actively or passively negligent, but shall not apply to any loss, liability, fines, penalties, forfeitures, costs or damages caused by the sole active negligence or willful misconduct of the City of Stockton.

If the Contractor should sub-contract all or any portion of the work to be performed under this agreement, the Contractor shall require each sub-contractor to indemnify, hold harmless and defend the City of Stockton, its Mayor, Council, officers, officials, employees volunteers or agents in accordance with the terms of the preceding paragraph.

1.13 APPLICABLE LAW

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This agreement shall be governed by the laws of the State of California. Venue shall be proper in the Superior Court of the State of California, county of San Joaquin, Stockton Branch, or, for actions brought in Federal Court, the United States District Court for the Eastern District of California, Sacramento Division.

1.14 METHOD OF PAYMENT

Payment will be made within thirty (30) days after invoices are received and accepted by the City Manager. Invoices are to be rendered monthly.

1.15 NOTICE TO OUT-OF-STATE VENDOR

Do not charge any sales or use tax on this purchase. The City of Stockton will pay all applicable sales/use tax directly to the State of California for this purchase.

It is the policy of the City of Stockton to pay all applicable California sales/use tax directly to the State Board of Equalization (BOE) pursuant to California Revenue and Taxation Code 7051.3. The City of Stockton will self-accrue all sales/use tax on purchases made from out-of-state vendors.

Sales and use tax on purchases made by the City of Stockton from all companies located outside California and whose products are shipped from out of state will be remitted to the BOE directly by the City under permit number **SR KHE 28-051174 DP**. **Please do not include sales/use tax on the invoice that you submit to the City of Stockton.**

Questions regarding the City of Stockton's payment of sales/use tax can be directed to Janet Salvetti at (209)937-8360.

1.16 COMPETITIVE PRICING

Bidder warrants and agrees that each of the charges, economic or product terms or warranties granted pursuant to this Contract are comparable to or better than the equivalent charge, economic or product term or warranty being offered to any similarly situated commercial or other government customer of bidder. If bidder enters into any arrangements with another customer of bidder to provide product under more favorable charges, economic or product terms or warranties, bidder shall immediately notify CITY of such change and this Contract shall be deemed amended to incorporate the most favorable charges, economic or product terms or warranties.

1.17 FUNDING

Any contract which results from this bid will terminate without penalty at the end of the fiscal year in the event funds are not appropriated for the next fiscal year.

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If funds are appropriated for a portion of the fiscal year, this contract will terminate without penalty, at the end of the term for which funds are appropriated.

1.18 UNCONDITIONAL TERMINATION FOR CONVENIENCE

The City may terminate the resultant contract for convenience by providing a sixty (60) calendar day advance notice unless otherwise stated in writing.

1.19 AUDITING OF CHARGES & SERVICES

The City reserves the right to periodically audit all charges and services made by the bidder to the City for services provided under the contract. Upon request, the bidder agrees to furnish the City with necessary information and assistance.

1.20 BID SECURITY

Every bid offered shall be accompanied by cash or other acceptable financial instrument in favor of and payable at sight to the City of Stockton for an amount not less than **\$5,000.00** or a bidder's bond executed by a surety authorized by the Insurance Commissioner to transact business of insurance in the State of California, made out in favor of the CITY OF STOCKTON for an amount not less than **\$5,000.00** and no bid shall be considered unless accompanied by such check or bidder's bond.

If bidder elects to accompany their bid with a bidder's bond, then said bond shall state on its face that, "in the event the person, firm, or corporation is awarded the contract and the said bidder shall fail, neglect, or refuse to enter into a contract to said equipment or materials, then the amount therein mentioned in the bidder's bond accompanying the bid of said person, firm, or corporation shall be declared to be forfeited to the City."

In the event that the person, firm, or corporation to whom said contract may be awarded fails, neglects, or refuses to enter into contract to furnish said equipment or materials, as hereinbefore provided within thirty (30) days of award, then the cash, cashier's check, or certified check and the amount therein mentioned, accompanying the bid of said person, firm, or corporation, shall be declared to be forfeited to said City; or, if non-complying bidder has accompanied their bid with a bidder's bond, appropriate legal action to collect the bidder's bond, shall be undertaken.

1.21 CONTRACT BONDS

The successful bidder will be required to furnish the City of Stockton with a Faithful Performance Bond in the amount of **\$50,000.00** and shall be furnished concurrently with the signing of the contract.

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The surety which provides the bond(s) must be authorized by the Insurance Commissioner to transact business of insurance in the State of California.

Said bonds shall be executed by the surety and contractor concurrently with the signing of the contract. The form of said bonds must be approved by the appropriate City departments.

All alterations, extension of time, extra and additional work, and other changes authorized by these specifications or any part of the contract shall be made without securing the consent of the surety or sureties on the contract bonds.

1.22 AWARD

Upon conclusion of the bid process, a contract may be awarded for the **PURCHASE OF HOT MIX ASPHALT FOR THE PERIOD ALTERNATE A, JULY 1, 2009 THROUGH JUNE 30, 2012 OR ALTERNATE B, JULY 1, 2009 THROUGH JUNE 30, 2010** for the City of Stockton.

The City reserves the right to make an award on any item, quantity of any item, group of items, or in the aggregate to that/those bidder(s) whose bid(s) is/are most responsive to the needs of the City. Further, the City reserves the right to reject any and all bids, or alternate bids, or waive any informality in the bid as is in the City's best interest.

Consideration will be given in comparing bids and awarding a contract, not only to the dollar amount of the bids, but also to:

- Kind
- Suitability
- Warranties
- Trade-in
- Buy-back agreement
- Salvage value
- Standardization
- Any other criteria as best suits the City of Stockton
- Compatibility resulting in the lowest ultimate cost; Best value to the City

1.23 CHANGES

The City's Representative has the authority to review and recommend or reject change orders and cost proposals submitted by the bidder or as recommended by the bidder's project manager, pursuant to the adopted City of Stockton Standard Specifications.

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1.24 OTHER GOVERNMENTAL AGENCIES

If mutually agreeable to all parties, the use of any resultant contract/purchase order may be extended to other political subdivisions, municipalities, or tax supported agencies.

Such participating governmental bodies shall make purchases in their own name, make payment directly to successful bidder and be liable directly to the successful bidder, holding the City of Stockton harmless.

1.25 PRODUCT OWNERSHIP

Any documents, products or systems resulting from the contract will be the property of the City of Stockton.

1.26 CONFIDENTIALITY

If bidder believes that portions of a bid constitute trade secrets or confidential commercial, financial, geological, or geophysical data, then the bidder must so specify by, at a minimum, stamping in bold red letters the term "**CONFIDENTIAL**" on that part of the bid which the bidder believes to be protected from disclosure. The bidder must submit in writing specific detailed reasons, including any relevant legal authority, stating why the bidder believes the material to be confidential or a trade secret. Vague and general claims as to confidentiality will not be accepted. The City will be the sole judge as to whether a claim is general and/or vague in nature. All offers and parts of offers that are not marked as confidential may be automatically considered public information after the contract is awarded. **The bidder is hereby put on notice that the City may consider all or parts of the offer public information under applicable law even though marked confidential.**

1.27 CONTRACTOR'S SAFETY RESPONSIBILITY

The scope of work for this project has been reviewed for special risks or hidden dangers that may be present to employees of the bidder or any subcontractor. The bidder is required to identify, notify employees, and implement special precautions to prevent injuries to employees. Additionally, the bidder is required to identify its skill, experience, and equipment in dealing with the types of risk to employees.

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2.0 SPECIAL PROVISIONS

2.1 QUALITY OF MATERIAL

All material to be furnished shall be supplied in accordance with Section 39 of Cal-Trans Standard Specifications dated July 1999. Asphalt binder used shall be grade PG64-10. Contractor may also furnish reclaimed asphalt concrete in accordance with SSP-010 of Cal-Trans standard specifications.

The contract supplier shall submit an asphalt concrete mix design by a certified testing laboratory within 30 days after award of the contract.

2.2 QUANTITY OF MATERIALS

The quantity of material shown on the Bidding Schedule is approximate, being given as a basis for the comparison of bids. The City of Stockton does not, expressly or by implication, agree that the actual amount of material purchased will correspond therewith, and reserves the right to increase or decrease the quantities, or to omit items as may be deemed necessary or advisable by the City Engineer. Supplier shall not exercise right of material allocation during the term of this contract.

If during the term of this contract, total tonnage requirement increases or exceeds the original contract amount, and the City of Stockton opts to amend this original contract reflecting increased tonnage, the price per ton shall be at a cost not more than the original contract price.

2.3 ADJUSTMENT IN CONTRACT PRICES

The compensation payable for asphalt concrete will be increased or decreased in conformance with the provisions of this section for paving asphalt price fluctuations exceeding 10 percent (lu/lb is greater than 1.10 or less than 0.90) which occur during performance of the work.

The adjustment in compensation will be determined in conformance with the following formulate when the item of asphalt concrete is included in a monthly estimate:

- A. Total monthly adjustment = AQ
- B. For an increase in paving asphalt price index exceeding 10 percent:

$$A. = 0.90 (lu/lb - 1.10) lb$$

- C. For a decrease in paving asphalt price index exceeding 10 percent:

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$$A = 0.90 (lu/lb - 0.90) lb$$

D. Where:

A = Adjustment in dollars per ton of paving asphalt used to produce asphalt concrete, rounded to the nearest \$0.01.

lu = The California Statewide Paving Price Index which is in effect on the first business day of the month in which the quantity subject to adjustment was supplied.

lb = The California Statewide Paving Asphalt Price Index for the month in which the bid opening for the project occurred.

Q = Quantity in tons of paving asphalt that was used in producing the quantity of asphalt concrete supplied for the month.

The adjustment in compensation will also be subject to the following:

The compensation adjustments provided herein will be shown separately on payment estimates. The Contractor shall be liable to the City for decreased compensation adjustments and the City may deduct the amount thereof from any moneys due or that may become due the Contractor.

The California Statewide Paving Asphalt Price Index is determined each month on the first business day of the month by the California Department of Transportation (DOT) using the median of posted prices in effect as posted by Chevron, Mobil, and Unocal for the Buena Vista, Huntington Beach, Kern River, Long Beach, Midway Sunset and Wilmington fields.

In the event that the companies discontinue posting their prices for a field, the California DOT will determine an index from the remaining posted prices. The California DOT reserves the right to include in the index determination the posted prices of additional fields.

The California Statewide Paving Asphalt Price Index is available on the Cal-Trans Division of Engineering Services website at:

http://www.dot.ca.gov/hg/esc/oe/asphalt_index/astable.html

2.4 AWARD OF CONTRACT

Award will be made to one bidder. The City Council reserves the right to accept or reject any bid offered.

In awarding the contract for this purchase, the City will add to the amount bid, the

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sum of \$0.6333 per ton per mile, hauling costs calculated on the basis of the distance between the suppliers asphalt concrete plant and the El Dorado Street/Calaveras River Bridge in the City of Stockton.

2.5 ORDERING

Material will be ordered and picked up as required by the City of Stockton.

2.6 MATERIAL PICKUP

The City of Stockton, Department of Public Works will call to the successful supplier's plant or storage area, to have City owned or contract transport trucks loaded by such supplier as required, during the normal operating business hours of the supplier. The supplier shall be responsible to notify the City of Stockton prior to 3:00 p.m. of the previous day should any of the bid material not be available the following working day.

2.7 TIMING OF THE MANUFACTURING OF MATERIAL

The City of Stockton recognizes the limitations of a hot asphalt paving material plant during periods of peak demand by all users, and will undertake prior scheduling of all transport vehicles to the best of its ability with the supplier in an attempt to level daily demand fluctuations.

However, should it not be possible in certain instances for the supplier to make material available to the City of Stockton, the City reserves the right to obtain the required material from other vendors. The contract supplier shall have no recourse or claim against the City for any such purchases.

2.8 MEASUREMENT AND PAYMENT

Measurement and payment shall be in accordance with Section 9-1.01 and 9-1.02 of the Standard Specifications and the following provision:

Material will be paid F.O.B. on the contract price on the basis of the load ton; therefore, contractor will be required to furnish a Public Weight Master Certificate of Weights and Measures for each delivery.

Payments will be made each month covering all purchases for that month and/or not previously paid.

2.9 SUCCESSORS AND ASSIGNS

City of Stockton and supplier each bond themselves, their partners, successors, assigns, and legal representatives to this agreement without the written consent of the others. Suppliers shall not assign or transfer any interest in this agreement

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without the prior written consent of the City. Consent to any such transfer shall be at the sole discretion of the City of Stockton.

2.10 INSTRUCTIONS TO BIDDERS

2.11 ALTERNATE A, APPLIES:

The City of Stockton hereby invites quotations for furnishing their requirements of Hot Mix Asphalt as needed for the period July 1, 2009 THROUGH June 30, 2012. This is a **three-year** contract subject to annual appropriation, approved by the City Council.

2.12 ALTERNATE B, APPLIES:

The City of Stockton hereby invites quotations for furnishing their requirements of Hot Mix Asphalt as needed for the period of July 1, 2009 THROUGH June 30, 2010.

See the following bidding schedules.

The quotations are to be for material at bidder's Hot Mix Asphalt plant with pickup to be made by the City on an "as-needed" basis.

Bids are required for the entire work. The amount-of-the bid for comparison purposes will be the total of all items. The total of unit basis items will be determined by extension of the item price bid on the basis of the estimated quantity set forth for the item. The bidder shall set forth for each item of work, in clearly, legible figures, an item price and a total for the item in the respective spaces provided for this purpose. In the case of unit basis items, the amount set forth under the "Total" column shall be the extension of the item price bid on the basis of the estimated quantity for the item.

In case of discrepancy between the item price and the total set forth for the item, the item price shall prevail, provided, however, if the amount set forth as an item price is ambiguous, unintelligible or uncertain for any cause, or is omitted, or in case of unit basis items, is the same amount as the entry in the "Total" column, then the amount set forth in the "Total" column for the item shall prevail in accordance with the following:

- (1) As to lump sum items, the amount set forth in the "Total" column shall be the item price.
- (2) As to unit basis items, the amount set forth in the "Total" column shall be divided by the estimated quantity for the item and the price thus obtained shall be the item price.

**CITY OF STOCKTON
 REQUEST FOR SEALED BID
 FOR THE PURCHASE OF HOT MIX ASPHALT
 (PUR 09-048)**

ESTIMATED ANNUAL USAGE ALTERNATE A*

	FY 2009-10	FY 2010-11	FY 2011-12
Tons Hot Mix Asphalt 3/4" Type "A"	12,000	12,000	12,000
Tons Hot Mix Asphalt 1/2" Type "B"	3,000	3,000	3,000
Tons Hot Mix Asphalt 3/8" Type "B"	1,200	1,200	1,200
Tons Hot Mix Asphalt 1/4" Type "B"	200	200	200

*For comparative bid purposes only. Actual quantities will be dictated by City Council Approved funding.

**CITY OF STOCKTON
REQUEST FOR SEALED BID
FOR THE PURCHASE OF HOT MIX ASPHALT
(PUR 09-048)**

**BID TO BE SUBMITTED
PAGE 1 OF 3**

***Bidding Schedule Alternate A
JULY 1, 2009 THROUGH JUNE 30, 2012***

Each bidder shall bid each Alternate. Failure to bid an Alternate shall be just cause for considering the bid as non-responsive.

The bidder hereby agrees to furnish materials listed below in accordance with these specifications and the foregoing special instructions for the amount quoted. Quantities stated herein are approximate, increases or decreases will depend upon requirements and subject to City of Stockton fiscal year appropriation.

<u>ITEM</u>	<i>(QUANTITIES APPROXIMATE)</i> <u>UNIT</u>	<u>DESCRIPTION</u>	<u>YEAR ONE UNIT BID</u>	<u>TOTAL</u>
1.	12,000	Tons Hot Mix Asphalt ¾" Type "A"	_____	_____
2.	3,000	Tons Hot Mix Asphalt ½" Type "B"	_____	_____
3.	1,200	Tons Hot Mix Asphalt 3/8" max. Type "B"	_____	_____
4.	200	Tons Hot Mix Asphalt ¼" type "B"	_____	_____
YEAR ONE TOTAL BID ALL INCLUSIVE				=====

NOTE: Unit bid price **MUST** include all applicable taxes.

Price Adjustments: Annual increases not to exceed _____% for each succeeding year, or maximum 80% of the Published Producer Price Index (PPI) fiscal year end, whichever is less (insert percentage).

The contract shall be awarded to one supplier on the basis of the above first year bid amount after the appropriate price adjustment costs have been applied over the term of this contract and the appropriate hauling costs have been applied.

**CITY OF STOCKTON
REQUEST FOR SEALED BID
FOR THE PURCHASE OF HOT MIX ASPHALT
(PUR 09-048)**

**BID TO BE SUBMITTED
PAGE 2 OF 3**

***Bidding Schedule Alternate B*
JULY 1, 2009 THROUGH JUNE 30, 2010**

Each bidder shall bid each Alternate. Failure to bid an Alternate shall be just cause for considering the bid as non-responsive.

<u>ITEM</u>	(QUANTITIES APPROXIMATE)		<u>YEAR ONE UNIT BID</u>	<u>TOTAL</u>
	<u>UNIT</u>	<u>DESCRIPTION</u>		
1.	12,000	Tons Hot Mix Asphalt ¾" Type "A"	_____	_____
2.	3,000	Tons Hot Mix Asphalt ½" Type "B"	_____	_____
3.	1,200	Tons Hot Mix Asphalt 3/8" max. Type "B"	_____	_____
4.	200	Tons Asphalt Concrete 1/4" type "B"	_____	_____
YEAR ONE TOTAL BID ALL INCLUSIVE				=====

NOTE: Unit bid price MUST include all applicable taxes.

The contract shall be awarded to one contractor only on the basis of the above total bid after the appropriate hauling costs have been applied.

Haul distance from Bidders Hot Mix Asphalt plant to the Calaveras River Bridge at North El Dorado Street _____ miles.

**CITY OF STOCKTON
REQUEST FOR SEALED BID
FOR THE PURCHASE OF HOT MIX ASPHALT
(PUR 09-048)**

**BID TO BE SUBMITTED
PAGE 3 OF 3**

Any questions regarding specifications will be directed to Dianne Samples, Purchasing Agent, Purchasing Division, phone (209)937-8357.

FIRM

ADDRESS

SIGNED BY

TITLE OR AGENCY

DATE

TELEPHONE/FAX NUMBER

E-MAIL ADDRESS

NOTE: BIDDERS ARE TO MARK THEIR SEALED BIDS TO CLEARLY INDICATE THE CONTENT AS:

- A) PURCHASE OF HOT MIX ASPHALT FOR THE PERIOD, ALTERNATE A, JULY 1, 2009 THROUGH JUNE 30, 2012, ALTERNATE B JULY 1, 2009 THROUGH JUNE 30, 2010**
- B) (PUR 09-048)**
- C) MAY 21, 2009**

IF YOU DO NOT WISH TO BID, RETURN YOUR BID IMMEDIATELY, STATING REASON.

BIDDER'S AGREEMENT

In submitting this bid, as herein described, the bidder agrees that:

1. They have carefully examined the specifications and all other provisions of this form and understand the meaning, intent, and requirements of same.
2. They have reviewed and understand all clarifications/questions/answers on the City's website at <http://www.stocktongov.com/business/bidflash.cfm> .
3. They will enter into written contract and furnish the item(s)/service(s) in the time specified in strict conformity with the specifications and conditions contained therein for the price quoted by the bidder on this bid.
4. The proposed price is inclusive of all freight and handling charges and includes delivery to the City of Stockton, Municipal Service Center, or if specified, to the alternate point of delivery shown in the specifications.
5. They have signed and notarized the attached Non-Collusion Affidavit form whether individual, corporate or partnership. Must be "A Jurat" notarization.

FIRM

ADDRESS

SIGNED BY

TITLE OR AGENCY

E-MAIL ADDRESS

NOTE: Bids are invalid which are unsigned, or not accompanied by **\$5,000.00** bid deposit or a bidder's bond. If erasures or interlineations appear on your bid form, they must be initialed by the person preparing the bid. ; bids shall be mailed or delivered to:

**OFFICE OF THE CITY CLERK
FIRST FLOOR, CITY HALL
425 NORTH EL DORADO STREET
STOCKTON, CALIFORNIA 95202-1997**

On or before **2:00 p.m. May 21, 2009**, and publicly opened immediately thereafter in the City Council Chambers.

SPECIAL NOTE: U.P.S. OR OTHER SPECIAL HANDLING SERVICES DO NOT DELIVER DIRECTLY TO THE CITY CLERK'S OFFICE. BIDDERS ARE ADVISED THAT IF A SPECIAL HANDLING SERVICE IS USED, BIDS MAY NOT REACH THE CITY CLERK'S OFFICE IN TIME FOR BID OPENING AND WILL BE REJECTED AND RETURNED TO BIDDER.

NON-COLLUSION

No. 1

AFFIDAVIT FOR INDIVIDUAL BIDDER

STATE OF CALIFORNIA, _____)ss.

County of _____)

(insert)

_____ being first duly sworn, deposes and says: That on behalf of any person not named herein; that said Bidder has not colluded, conspired, connived or agreed, directly or indirectly with, or induced or solicited any other bid or person, firm or corporation to put in a sham bid, or that such other person, firm or corporation shall or should refrain from bidding; and has not in any manner sought by collusion to secure to themselves any advantage over or against the City, or any person interested in said improvement, or over any other Bidder.

(Signature Individual Bidder)

Subscribed and sworn to (or affirmed) before me on this _____ day of _____, 20____ by _____, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Seal _____

Signature _____

No. 2

AFFIDAVIT FOR CORPORATION BIDDER

STATE OF CALIFORNIA, _____)ss.

County of _____)

(insert)

_____ being first duly sworn, deposes and says: That they are the _____ of _____ a corporation, which corporation is the party making the foregoing bid, that such bid is genuine and not sham or collusive, or made in the interest or behalf of any person not named herein; that said Bidder has not colluded, conspired, connived or agreed, directly or indirectly with, or induced or solicited any other bid or person, firm or corporation to put in a sham bid, or that such other person, firm or corporation shall or should refrain from bidding; and has not in any manner sought by collusion to secure to themselves any advantage over or against the City, or any person interested in said improvement, or over any other Bidder.

(Signature Corporation Bidder)

Subscribed and sworn to (or affirmed) before me on this _____ day of _____, 20____ by _____, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Seal _____

Signature _____

No. 3

AFFIDAVIT FOR FIRM, ASSOCIATION, OR CO-PARTNERSHIP

STATE OF CALIFORNIA, _____)ss.

County of _____)

(insert)

_____, each being first duly sworn, depose and say: That they are a member of the firm, association or co-partnership, designated as _____ who is the party making the foregoing bid; that the other partner, or partners, are _____ that such bid is genuine and not sham or collusive, or made in the interest or behalf of any person not named herein; that said Bidder has not colluded, conspired, connived or agreed, directly or indirectly with, or induced or solicited any other bid or person, firm or corporation shall or should refrain from proposing; and has not in any manner sought by collusion to secure to themselves any advantage over or against the City, or any person interested in said improvement, or over any other Bidder.

(Signature)

(Signature)

Subscribed and sworn to (or affirmed) before me on this _____ day of _____, 20____ by _____, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Seal _____

Signature _____

INSURANCE REQUIREMENTS
SERVICES AND PRODUCTS VENDORS

PROMOTER shall procure and maintain for the duration of the Agreement, insurance against all claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the PROMOTER, its agents, representatives, volunteers, or employees.

1. INDEMNIFICATION

- a) The Vendor shall indemnify, hold harmless and defend the City of Stockton (CITY) and each of its Mayor, Council, officers, officials, employees, volunteers and agents from any and all loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage) incurred by CITY, the Vendor or any other person and from any and all claims, demands and actions in law or equity (including reasonable attorney's fees and litigation expense), arising or alleged to have arisen directly or indirectly out of the active or passive negligence of the Vendor or any of its employees or agents in the performance of this contract. The Vendor's obligations under the preceding sentence shall apply regardless of whether the CITY or any of its Mayor, council, officers, officials, employees, volunteers or agents are actively or passively negligent, but shall not apply to any loss, liability, fines, penalties, forfeitures, costs or damages caused solely by the active negligence or by the willful misconduct of the CITY.
 - b) If the Vendor should subcontract all or any portion of the work to be performed under this agreement, the Vendor shall require each sub-Vendor to indemnify, hold harmless and defend the CITY, its officers, officials, employees and agents in accordance with the terms of the preceding paragraph.
- 2. INSURANCE** Throughout the life of this Contract, the Vendor shall pay for and maintain in full force and effect with an insurance company(s) (Company) admitted by the California Insurance Commissioner to do business in the State of California and rated not less than "A: VII" in Best Insurance Key Rating Guide, the following policies of insurance:
- A. **COMMERCIAL OR COMPREHENSIVE GENERAL LIABILITY** insurance which shall include Contractual Liability, Products and Completed Operations coverage's, Bodily Injury and Property Damage Liability insurance with

combined single limits of not less than \$1,000,000 per occurrence, and if written on an Aggregate basis, \$2,000,000 Aggregate limit (CG 0001).

- B. COMMERCIAL (BUSINESS) AUOMOBILE LIABILITY insurance, endorsed for “any auto” with combined single limits of liability of not less than \$1,000,000 each occurrence. (CA 0001)
- C. WORKERS’ COMPENSATION insurance as required under the California Labor Code and Employers Liability Insurance with limits not less than \$1,000,000 per accident/injury/disease.

Deductibles and Self-Insured Retentions must be declared and are subject to approval by the CITY.

The Policy(s) shall also provide the following:

- a) The Commercial General Liability and Automobile Liability insurance shall be written on ISO approved occurrence form (see item 1 and 2 above) and endorsed to name: CITY OF STOCKTON (CITY), its officers, agents, employees and volunteers as additional insured’s. ISO Endorsement CG 20 11 11 85 (or equal) is acceptable.
- b) For any claims related to products provided under this contract, the Vendor’s insurance coverage shall be primary insurance as respects the City of Stockton its officers, agents, employees and volunteers. Any coverage maintained by the CITY shall be excess of the Vendor’s insurance and shall not contribute with it. Policy shall waive right of recovery (waiver of subrogation) against the CITY.
- c) Each insurance policy required by this clause shall be endorsed to state that coverage shall not be cancelled by either party, except after thirty (30) days’ prior to written notice by certified mail, return receipt requested, has been given to the CITY. Further, the thirty (30) day notice shall be unrestricted, except for workers’ compensation, which shall permit ten (10) days advance notice. The Insurer shall provide the CITY with notification of any cancellation, major change, modification or reduction in coverage.
- d) Regardless of these contract minimum insurance requirements, the Vendor and its insurer shall agree to commit the Vendor’s full policy limits and these minimum requirements shall not restrict the Vendor’s liability or coverage limit obligations.
- e) Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an

- agreement to indemnify the additional insured would be invalid under Subdivision (b) of Section 2782 of the California Civil Code.
- f) The Company shall furnish the City of Stockton with the Certificates and Endorsement for all required insurance, prior to the CITY's execution of the Agreement and start of work.
 - g) Proper address for mailing certificates, endorsements and notices shall be: City of Stockton, Attention: Risk Services, 425 N. El Dorado Street, Stockton, CA 95202.
 - h) Upon notification of receipt by the CITY of a Notice of Cancellation, major change, modification, or reduction in coverage, the Vendor shall immediately file with the CITY a certified copy of the required new or renewal policy and certificates for such policy.

Any variation from the above contract requirements shall only be considered by and be subject to approval by the CITY's Risk Services (209) 937-8629. Our fax is (209) 937-8833.

If at any time during the life of the Contract or any extension, the Vendor fails to maintain the required insurance in full force and effect, all work under the Contract shall be discontinued immediately, and all payments due or that may become due to the Vendor shall be withheld until acceptable replacement coverage notice is received by the CITY. Any failure to maintain the required insurance shall be sufficient cause for the CITY to terminate this Contract. In the event of insurance cancellation, the CITY reserves the right to purchase insurance or insure or self-insure) for the above required coverage's at the Vendor's full expense.

If the Vendor should subcontract all or any portion of the work to be performed in this contract, the Vendor shall cover the sub-Vendor, and/or require each sub-Vendor to adhere to all subparagraphs of these Insurance Requirements section. Similarly, any cancellation, lapse, reduction or change of sub-Vendor's insurance shall have the same impact as described above.