

S U P P L Y C O N T R A C T

THIS SUPPLY CONTRACT is made and entered on _____,
by and between **GRANITE CONSTRUCTION COMPANY**, with a business address of
4001 BRADSHAW ROAD, SACRAMENTO, CA., hereinafter called "CONTRACTOR,"
and CITY OF STOCKTON, a municipal corporation, hereinafter called "CITY."

W I T N E S S E T H:

WHEREAS, specifications for the **PURCHASE OF HOT MIX ASPHALT, PROJECT NO. OM-18-088 (Exhibit A)**, were regularly adopted by Council Motion _____ on **May 15, 2018**, and

WHEREAS, the contract for the **PURCHASE OF HOT MIX ASPHALT**, including the bid alternate, for the supply of material through December 31, 2022, was regularly awarded to **GRANITE CONSTRUCTION**, by Council Motion _____ on **May 15, 2018**.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants herein contained, the parties hereto expressly agree as follows:

1. CONTRACTOR agrees:

a) To furnish **HOT MIX ASPHALT FOR USE BY THE PUBLIC WORKS DEPARTMENT** for the City of Stockton for a period through December 31, 2022, in accordance with the bid of CONTRACTOR and the Specifications regularly adopted by Council Motion _____, on **May 15, 2018**, at the prices hereinafter specified:

(QUANTITIES APPROXIMATE)

Calendar Year 2018

Type 'A' 3/4-inch for 13,000 Tons @ \$ 56.05 /Ton	\$ 728,650.00
Type 'A' 1/2-inch for 1,000 Tons @ \$ 61.40 /Ton	\$ 61,400.00
Type 'A' 3/8-inch for 1,000 Tons @ \$ 64.65 /Ton	\$ 64,650.00

Calendar Year 2019

Type 'A' 3/4-inch for 13,000 Tons @ \$ 56.05 /Ton	\$ 728,650.00
Type 'A' 1/2-inch for 1,000 Tons @ \$ 61.40 /Ton	\$ 61,400.00
Type 'A' 3/8-inch for 1,000 Tons @ \$ 64.65 /Ton	\$ 64,650.00

Calendar Year 2020

Type 'A' 3/4-inch for 13,000 Tons @ \$ 56.05 /Ton	\$ 728,650.00
Type 'A' 1/2-inch for 1,000 Tons @ \$ 61.40 /Ton	\$ 61,400.00
Type 'A' 3/8-inch for 1,000 Tons @ \$ 64.65 /Ton	\$ 64,650.00

Calendar Year 2021

Type 'A' 3/4-inch for 13,000 Tons @ \$ 58.05 /Ton	\$ 754,650.00
Type 'A' 1/2-inch for 1,000 Tons @ \$ 63.40 /Ton	\$ 63,400.00
Type 'A' 3/8-inch for 1,000 Tons @ \$ 66.65 /Ton	\$ 66,650.00

Calendar Year 2022

Type 'A' 3/4-inch for 13,000 Tons @ \$ 59.05 /Ton	\$ 767,650.00
Type 'A' 1/2-inch for 1,000 Tons @ \$ 64.40 /Ton	\$ 64,400.00
Type 'A' 3/8-inch for 1,000 Tons @ \$67.65 /Ton	\$ 67,650.00

TOTAL* \$ 4,348,500.00

** Cost includes all applicable sales taxes.*

b) The estimated usage is 15,000 tons annually during the contract term. (However, the quantities purchased will be controlled by City Council approved budgets and CITY will pay only for the hot mix asphalt needed and used during the term of requirements contract.)

c) To supply said HOT MIX ASPHALT in accordance with the Specifications and as required after award of bid.

2. Contractor, its agents, officers and employees shall defend, indemnify, and hold harmless City, its agents, officers, and employees from and against all claims, damages, losses, judgment, liabilities, expenses, and other costs including litigation

costs and attorney's fees from every cause, including but not limited to injury to person or property or wrongful death arising directly or indirectly out of any act or omission of Contractor whether or not the act or omission arises from the sole negligence or other liability of City, or its agents, officers, and employees or volunteers relating to or during the performance of its obligations under this agreement.

Contractor's obligation to defend, indemnify, and hold the City, its agents, officers, and employees harmless under the provisions of this paragraph is not limited to or restricted by any requirement in this Agreement for Contractor to procure and maintain a policy of insurance.

3. CITY agrees to pay CONTRACTOR for the **HOT MIX ASPHALT** purchased by the CITY in the following manner:

Payments will be made each month covering all purchases for that month and/or not previously paid. The City will pay only for actual materials used.

4. Neither the contract, nor any part thereof, nor moneys due or to become due thereunder may be assigned by CONTRACTOR without the prior written approval of CITY.

5. CHANGE ORDERS:

CITY reserves the right to make such alterations, deviations, additions to or omissions from the plans and specifications, including the right to increase or decrease the quantity of any item or portion of the work, as may be deemed by the engineer to be necessary or advisable and to require such extra work as may be determined by the engineer to be required for the proper completion or construction of the whole work contemplated.

Any such changes will be set forth in a contract change order which will specify, in addition to the work done in connection with the change made, adjustment of contract time, if any, and the basis of compensation for such work. A

contract change order will not become effective until approved by the City Manager, City Council, and/or Public Works Director.

Processing of change orders shall be in accordance with Section 4-1.05 of the City Standard Specifications as adopted by Council on September 27, 2016, by Resolution No. 2016-09-27-1213, or as otherwise amended by Council. When the compensation for an item of work is subject to adjustment under the provisions of Standard Specifications and Plans, section 4-1.05, CONTRACTOR shall, upon request, promptly furnish the engineer with adequate detailed cost data for such item of work.

6. AUDITS:

(a) CITY reserves the right to periodically audit all charges made by CONTRACTOR to CITY for services under the contract. Upon request, CONTRACTOR agrees to furnish to CITY, or a designated representative, with necessary information and assistance.

(b) CONTRACTOR agrees that CITY or its delegate will have the right to review, obtain and copy all records pertaining to performance of the contract. CONTRACTOR agrees to provide CITY or its delegate with any relevant information requested and shall permit CITY or its delegate access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees and inspecting and copying such books, records, accounts, and other material that may be relevant to a matter under investigation for the purpose of determining compliance with this requirement. CONTRACTOR further agrees to maintain such records for a period of three (3) years after final payment under the contract.

7. It is expressly understood and agreed by and between the parties hereto that a waiver of any of the conditions of this contract shall not be considered a waiver of any of the other conditions thereof.

8. The proposal of CONTRACTOR and the Specifications adopted by City Council Motion are hereby incorporated in and made a part of this contract.

9. It is further understood and agreed by and between the parties hereto that time is of the essence of this contract in all respects.

IN WITNESS WHEREOF, the parties hereto have caused this contract to be properly executed on the day and year first above written.

ATTEST:
BRET HUNTER
CITY CLERK

CITY OF STOCKTON, a municipal
corporation

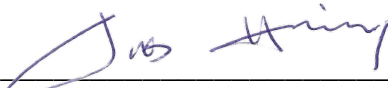
By _____

By _____
KURT O. WILSON, CITY MANAGER
"CITY"

APPROVED AS TO FORM & CONTENT:
JOHN M. LUEBBERKE
OFFICE OF THE CITY ATTORNEY

GRANITE CONSTRUCTION COMPANY
4001 Bradshaw Road
Sacramento, CA 95827

By _____
CITY ATTORNEY

By  _____
"CONTRACTOR"

A California Corporation
(Indicate status: corporation,
partnership or sole proprietorship)
"CONTRACTOR"

94-0519552
Tax Identification Number



SPECIAL PROVISIONS
FOR
PURCHASE OF HOT MIX ASPHALT
PROJECT NO. OM-18-088

A multi-year Supply Contract through December 31, 2020

Date Prepared: February 2018

**SPECIAL PROVISIONS
PURCHASE OF HOT MIX ASPHALT THROUGH DECEMBER 2020
PROJECT NO. OM-18-088**

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**SPECIAL PROVISIONS
PURCHASE OF HOT MIX ASPHALT THROUGH DECEMBER 2020
PROJECT NO. OM-18-088**

SECTION 1 – GENERAL

1-1.01 Terms and Definitions

Wherever in the Standard Specifications, Special Provisions, Notice to Contractors, Proposal, Contract, or other contract documents the following terms are used; the intent and meaning shall be interpreted as follows:

City or Owner -	City of Stockton
Director -	Director of Public Works, City of Stockton
Standard Specifications -	City of Stockton, Standard Specifications, Adopted by City Council on September 27, 2016
Caltrans Specifications -	State of California, Dept. of Transportation, dated 2010
Laboratory -	City of Stockton's Department of Public Works or consultant laboratory
Department -	Department of Public Works, City of Stockton
Engineer -	City Engineer, City of Stockton, acting either directly or through properly authorized Engineer agents and consultants.

SECTION 2 – BIDDING

2-1.01 General

The bidder's attention is directed to the "Notice to Bidder's" for the date, time and location of the pre-bid meeting, if applicable. Refer to the City of Stockton's Bid Flash webpage:

<http://www.stocktongov.com/services/business/bidflash/default.html>

The bidder's attention is directed to the provisions in Section 2, "Bidding," of the Standard Specifications and these special provisions for the requirements and conditions which the bidder must observe in the preparation of the proposal form and the submission of the bid.

The Bidder's bond form mentioned in Section 2-1.34, "Bidder's Security," of the Standard Specifications will be found following the signature page of the Proposal.

In conformance with Public Contract Code Section 7106, a Non-collusion Affidavit is included in the Proposal. Signing the Proposal shall also constitute signature of the Non-collusion Affidavit.

**SPECIAL PROVISIONS
PURCHASE OF HOT MIX ASPHALT THROUGH DECEMBER 2020
PROJECT NO. OM-18-088**

2-1.02 Specifications

The work described herein shall be done in accordance with the current City of Stockton, Department of Public Works, Standard Specifications and the current Editions of the State of California, Department of Transportation Standard Specifications and Standard Plans and in accordance with the following Special Provisions. To the extent the California Department of Transportation Standard Specifications implement the STATE CONTRACT ACT they shall not be applicable since the City of Stockton is not subject to said ACT.

In case of conflict between these Special Provisions and the City Standard Specifications and Plans, the Special Provision shall take precedence. In case of conflict between the City Standard Specifications and Plans and the State of California Department of Transportation Standard Specifications and Plans, the City Standard Specifications and Plans shall take precedence. In the event of a conflict between the governing codes, the State and City Standard Specifications, and these Special Provisions, the governing code requirements shall take precedence.

SECTION 3 – CONTRACT AWARD AND EXECUTION

3-1.01 Contract Award

Standard Specifications and these special provisions for the requirements and conditions concerning award and execution of contract.

Bid protests shall comply with Section 2-1.51 “Bid Protests,” of the Standard Specifications.

The award of the contract, if it be awarded, will be to the lowest responsible bidder whose proposal complies with all the requirements prescribed.

3-1.02 Contract Execution

The contract shall be executed by the successful bidder and shall be returned, together with the contract bonds, to the Agency so that it is received within 10 days, not including Saturdays, Sundays and legal holidays, after the bidder has received the contract for execution. Failure to do so shall be just cause for forfeiture of the proposal guaranty.

The executed contract documents shall be delivered to:

City of Stockton
Public Works Department
Attn: Barbara Hedrick
1465 S. Lincoln Street
Stockton, CA 95206

**SPECIAL PROVISIONS
PURCHASE OF HOT MIX ASPHALT THROUGH DECEMBER 2020
PROJECT NO. OM-18-088**

SECTION 4 – SCOPE OF WORK

4-1.01 Purpose

The purpose of this bid is to request bidders to present their qualifications and capabilities to provide for the City of Stockton's PURCHASE OF HOT MIX ASPHALT in incremental quantities through a multi-year supply contract.

SECTION 5 – CONTROL OF WORK

5-1.01 Quality of Material

All material to be furnished shall be supplied in accordance with Section 39 of Caltrans Standard Specifications. Asphalt binder used shall comply with the specifications of asphalts and the binder grade shall be PG 64-10 or higher (such as PG 64-16, 70-10, or 76-10). Contractor may also furnish reclaimed hot-mix asphalt in accordance with Section 39-1.02F of Caltrans Specifications. The RAP content shall not exceed 15% by weight in such mix.

The contract supplier shall submit a Hot-mix asphalt mix design by a certified testing laboratory within 30 days after award of the contract. If RAP is proposed to be used, a separate mix design shall be provided.

At the Engineer's discretion, the contract supplier may be allowed to furnish rubberized hot mix asphalt (RHMA) if the conventional mixes listed in the contract line items are not available due to special circumstances. RHMA shall conform to section 39-1.04E of the Caltrans Specifications and shall be paid according to the appropriate contract line item (i.e., no extra pay).

5-1.02 Submittals

The following is a list of anticipated submittals for the project. The list is provided to aid the Contractor in determining the scope of work, but is not intended to be all inclusive and additional submittals may be required:

- Hot mix asphalt design by certified laboratory
- Current sales and use tax rate in effect in the City of Stockton
- Weight slips for HMA
- Plant Schedule

The Contractor shall transmit each submittal to the Engineer for review and approval with the submittal form approved by the Engineer.

All submittals shall be submitted within 30 calendar days from the date of the fully executed contract.

Any incomplete submittals will be returned for resubmittal. When revised for resubmission, identify all changes made since previous submission.

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PURCHASE OF HOT MIX ASPHALT THROUGH DECEMBER 2020
PROJECT NO. OM-18-088**

Except as may otherwise be indicated herein, the Engineer will return prints of each submittal to the Contractor with comments noted on the submittal. The Contractor shall make complete and acceptable submittals to the Engineer by the second submission of a submittal item. The City reserves the right to withhold monies due to the Contractor to cover additional costs of the Engineer's review beyond the second submittal.

If a submittal is returned to the Contractor marked "NO EXCEPTIONS TAKEN," formal revision and resubmission of said submittal will not be required.

If a submittal is returned to the Contractor marked "MAKE CORRECTIONS NOTED," formal revision and resubmission of said submittal will not be required.

Full compensation for conforming to the provisions in this section shall be considered as included in the prices paid for the various bid items involved, and no additional compensation will be allowed therefore.

SECTION 6 – BLANK

SECTION 7 – BLANK

SECTION 8 – BLANK

SECTION 9 – PAYMENT

9-1.01 Payments

Attention is directed to Sections 9-1.16, "Progress Payments," and 9-1.17, "Payment After Contract Acceptance," of the Caltrans Specifications.

Full compensation for all labor, equipment, tools, materials, services, travel, and incidentals and for supplying hot mix asphalt in conformity with the Contract Documents will be included in the prices paid for the various contract bid items and no additional compensation will be allowed therefore. Material will be paid on the load tonnage, with a furnished Public Weight Master Certificate for each delivery. No other compensation will be made except for the items listed in the Bid Proposal or otherwise described further below.

9-1.02 Payment Adjustment for Price Index Fluctuations

Prices quoted shall be firm from the contract award date, until the end of the quarter. The Contractor may request a price escalation adjustment once each quarter if there are significant changes in the market. The beginning of each quarter shall be defined as effective from the first day of the month that the agreement is put into effect.

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PURCHASE OF HOT MIX ASPHALT THROUGH DECEMBER 2020
PROJECT NO. OM-18-088**

The Contractor may submit a proposed price escalation notice, in writing, to the City of Stockton Public Works Department not earlier than thirty (30) days after the beginning of each quarter, not less than thirty (30) days prior to the end of each quarter. Such notice shall include substantiated information to support the proposed escalation (ie: manufacturer's price list, significant changes in published market indicators for the industry, certified raw material cost data, California Statewide Crude Oil Price Index, and any other substantiating information as requested by the City of Stockton.)

Upon receipt of the price escalation notice, the City of Stockton reserves the right to either:

- Accept the price escalation as competitive with the general market price at that time, effective the first day of the next quarter. Such acceptance will be acknowledged with a contract change order; or
- Cancel any unpurchased balance of the contract without prejudice, effective on receipt of such cancellation notice.

No price increase shall apply to quantities ordered from the contract prior to the effective date of any price increase notice and acceptance by the City of Stockton by contract change order.

9-1.03 Asphalt Quantities

Only a public weighmaster's certificate for HMA, as specified in Section 9-1.07A, of the Caltrans Specifications will be accepted.

9-1.04 Increase or Decrease Quantities

The City reserves the right to make such alterations, deviations, additions to, or omissions from the plans and specifications, including the right to increase or decrease the quantity of any item or portion of the work or to omit any item or portion of the work, as may be deemed by the Engineer to be necessary or advisable and to require such extra work as may be determined by the Engineer to be required for the proper completion or construction of the whole work contemplated, without adjustment in the base unit price as bid. Section 9-1.06B and Section 9-1.06C of the Caltrans Specifications shall not apply.

Any such changes will be set forth in a contract change order, which will specify, in addition to the work to be done in connection with the change made, adjustment of contract time, if any, and the basis of compensation for such work. A contract change order will not become effective until approved by the Public Works Director. City Manager and/or City Council approval may be necessary depending on the amount of the change order.

9-1.05 Quantities

The quantity of material shown on the Base Bid List 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

SPECIAL PROVISIONS
PURCHASE OF HOT MIX ASPHALT THROUGH DECEMBER 2020
PROJECT NO. OM-18-088

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.

Base Bid Schedule

Item	Description	Unit	Estimated Quantity
<i>Calendar Year 2018: Through December 31, 2018</i>			
1	Hot Mix Asphalt, 3/4-inch, Type "A"	Tons	13,000
2	Hot Mix Asphalt, 1/2-inch, Type "A"	Tons	1,000
3	Hot Mix Asphalt, 3/8-inch, Type "A"	Tons	1,000
<i>Calendar Year 2019: January 1, 2019 to December 31, 2019</i>			
4	Hot Mix Asphalt, 3/4-inch, Type "A"	Tons	13,000
5	Hot Mix Asphalt, 1/2-inch, Type "A"	Tons	1,000
6	Hot Mix Asphalt, 3/8-inch, Type "A"	Tons	1,000
<i>Calendar Year 2020: January 1, 2020 to December 31, 2020</i>			
7	Hot Mix Asphalt, 3/4-inch, Type "A"	Tons	13,000
8	Hot Mix Asphalt, 1/2-inch, Type "A"	Tons	1,000
9	Hot Mix Asphalt, 3/8-inch, Type "A"	Tons	1,000

See following page for the Alternate Bid Schedule.

**SPECIAL PROVISIONS
PURCHASE OF HOT MIX ASPHALT THROUGH DECEMBER 2020
PROJECT NO. OM-18-088**

Alternate Bid Schedule

Item	Description	Unit	Estimated Quantity
<i>Calendar Year 2021: January 1, 2021 to December 31, 2021</i>			
10	Hot Mix Asphalt, 3/4-inch, Type "A"	Tons	13,000
11	Hot Mix Asphalt, 1/2-inch, Type "A"	Tons	1,000
12	Hot Mix Asphalt, 3/8-inch, Type "A"	Tons	1,000
<i>Calendar Year 2022: January 1, 2022 to December 31, 2022</i>			
13	Hot Mix Asphalt, 3/4-inch, Type "A"	Tons	13,000
14	Hot Mix Asphalt, 1/2-inch, Type "A"	Tons	1,000
15	Hot Mix Asphalt, 3/8-inch, Type "A"	Tons	1,000

Notes:

1. The bid shall be for material at bidder's Hot Mix Asphalt plant with pick-up to be made by the City on an "as-needed" basis in incremental quantities.
2. Each bidder shall bid each item on the Base Bid Schedule and Alternate Bid Schedule. Failure to bid an item shall be just cause for considering the bid as non-responsive.

The basis of contract award will be the low bidder for the Base Bid Schedule, plus the Alternate Bid Schedule, combined with the City's pre-determined hauling costs. The City will add to the total amount bid, the sum of \$0.22 per ton per mile, for hauling costs between the HMA supply plant and a fixed location in central Stockton – the El Dorado Street Bridge over the Calaveras River.

Official bid documents, including plans and specifications, are available on the City of Stockton website at:

<http://www.stocktongov.com/services/business/bidflash/default.html>

All bids submitted for this project must conform to the requirements of the official bid documents, including plans and specifications.

SECTION 10 – ORDER AND SUPPLY LOGISTICS

10-1.01 Ordering

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

SPECIAL PROVISIONS
PURCHASE OF HOT MIX ASPHALT THROUGH DECEMBER 2020
PROJECT NO. OM-18-088

10-1.02 Material Pick-Up

The City of Stockton's 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 working day should any of the bid material not be available the following working day.

10-1.03 Manufacturing of Material

The City of Stockton recognizes the limitations of hot mix asphalt 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.

10-1.04 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 without the prior written consent of the City. Consent to any such transfer shall be at the sole discretion of the City of Stockton.

1 ...Contractor's overhead, profit,
indirect costs, and sales tax 3

2 PURCHASE OF HOT MIX ASPHALT THROUGH DECEMBER 2020
PROJECT NO. OM-18-088

BIDDING SCHEDULE

Each bidder shall bid each item, including all alternate bid(s). Failure to bid an item shall be just cause for considering the bid as non-responsive. Line item costs should include all Contractor's overhead and profit and indirect costs. Bids not presented on City forms shall be cause for considering the bid as non-responsive.

The basis of contract award will be the low bidder for the base bid combined with the City's predetermined hauling costs. The City will add to the total amount bid, the sum of \$0.22 per ton per mile, for hauling costs between the HMA supply plant and a fixed location in Central Stockton – the El Dorado Street Bridge over the Calaveras River.

Item	Description	Unit	Quantity	Unit price	Total Price
Calendar Year 2018: Through December 31, 2018					
1	Hot Mix Asphalt, ¾ - inch, Type "A"	Tons	13,000	\$56. ⁰⁵	\$728,650 ⁰⁰
2	Hot Mix Asphalt, ½ - inch, Type "A"	Tons	1,000	\$61. ⁴⁰	\$61,400 ⁰⁰
3	Hot Mix Asphalt, 3/8 - inch, Type "A"	Tons	1,000	\$64. ⁶⁵	\$64,650 ⁰⁰
Calendar Year 2019: January 1, 2019 to December 31, 2019					
4	Hot Mix Asphalt, ¾ - inch, Type "A"	Tons	13,000	\$56. ⁰⁵	\$728,650 ⁰⁰
5	Hot Mix Asphalt, ½ - inch, Type "A"	Tons	1,000	\$61. ⁴⁰	\$61,400 ⁰⁰
6	Hot Mix Asphalt, 3/8 - inch, Type "A"	Tons	1,000	\$64. ⁶⁵	\$64,650 ⁰⁰

Item	Description	Unit	Quantity	Unit price	Total Price
Calendar Year 2020: January 1, 2020 to December 31, 2020					
7	Hot Mix Asphalt, ¾ - inch, Type "A"	Tons	13,000	\$56.05	\$728,650 ⁰⁰
8	Hot Mix Asphalt, ½ - inch, Type "A"	Tons	1,000	\$61.40	\$61,400 ⁰⁰
9	Hot Mix Asphalt, 3/8 - inch, Type "A"	Tons	1,000	\$64.65	\$64,650 ⁰⁰

BASE BID \$2,564,100⁰⁰

Alternate Bid Schedule (Optional Annual Contract Extensions)

Item	Description	Unit	Quantity	Unit price	Total Price
Calendar Year 2021, January 1, 2021 to December 31, 2021					
10	Hot Mix Asphalt, ¾ - inch, Type "A"	Tons	13,000	\$58.05	\$754,650 ⁰⁰
11	Hot Mix Asphalt, ½ - inch, Type "A"	Tons	1,000	\$63.40	\$63,400 ⁰⁰
12	Hot Mix Asphalt, 3/8 - inch, Type "A"	Tons	1,000	\$66.65	\$66,650 ⁰⁰
Calendar Year 2022: January 1, 2022 to December 31, 2022					
13	Hot Mix Asphalt, ¾ - inch, Type "A"	Tons	13,000	\$59.05	\$767,650 ⁰⁰
14	Hot Mix Asphalt, ½ - inch, Type "A"	Tons	1,000	\$64.40	\$64,400 ⁰⁰

Item	Description	Unit	Quantity	Unit price	Total Price
15	Hot Mix Asphalt, 3/8 – inch, Type "A"	Tons	1,000	\$67.65	\$67,650

ALTERNATE BID \$1,784,400

~~TOTAL ALTERNATE BID~~ _____

TOTAL BASE BID \$2,564,100⁰⁰

BIDDERS NAME Graite Construction Co.

AWARD AMOUNT:

Base Bid + Alternate Bid = Contract Award Amount

\$ 2,564,100 + \$ 1,784,400 = \$ 4,348,500

NON-COLLUSION DECLARATION
(Title 23 United States Code Section 112 and Public
Contract Code Section 7106)

To the CITY of STOCKTON DEPARTMENT OF PUBLIC WORKS.

The undersigned declares:

I am the Regional Sales Manager of Granite Construction Company the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on 3/19/18 at Sacramento(city), CA (state).



(Signature)

**DEPARTMENT OF INDUSTRIAL RELATIONS
LABOR COMPLIANCE
SELF-CERTIFICATION**

We, the undersigned, self-certify that we will comply with all California Department of Industrial Relations (DIR) laws, rules and regulations that apply to Public Work as defined in Labor Code Section 1720(a)(1), as well as Senate Bill 854 (2014), and all other related statutes.

In addition, we acknowledge that to be eligible to bid on City of Stockton Public Works projects, we and all subcontractors under us are registered, and will remain registered with the DIR until project completion; otherwise, we will be disqualified from consideration as a bidder for the subject project.

CONTRACTOR: Granite Construction Company

BY: 
Jake Hinchey

TITLE: Regional Sales Manager

DATE: 3/14/11

TITLE VI VIOLATION SELF-CERTIFICATION

We, the undersigned, self-certify that pursuant to Federal Code of Regulations (CFR), 23 CFR 200.9, 633 and 49 CFR 21.7, we do not have any unresolved violations under Title VI of the Civil Rights Act of 1964 and related statutes, including Americans with Disabilities Act (ADA). In addition, we acknowledge that an unresolved Title VI violation will disqualify us for consideration as a bidder for the subject project.

CONTRACTOR: Granite Construction Company

BY: 
Jake Hinchey
Regional Sales Manager
TITLE

DATE: 3/14/18

LOCAL BUSINESS PREFERENCE ORDINANCE

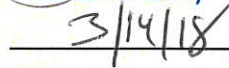
The City of Stockton's Local Business Preference Ordinance applies to this project. By my signature below, I certify that I have read and understood the Local Business Preference Ordinance of the City of Stockton, and agree to abide by its provisions.

Signature of Bidder



Jake Hinchey - Regional Sales Manager

Date Signed



3/14/18