



**SPECIFICATIONS AND
CONTRACT DOCUMENTS
FOR
2020 AGGREGATE MATERIALS
& ASPHALT PURCHASE**

**BID OPENING – 3:15 p.m.
Wednesday, November 13, 2019**

Contact person: Brian Wright, (530) 582- 3957

**Truckee Donner Public Utility District
11570 Donner Pass Road, Truckee, CA 96161**

INDEX

NOTICE & INSTRUCTIONS TO BIDDERS	3
AGREEMENT	6
NON-COLLUSION AFFIDAVIT	10
BID SCHEDULE	11

NOTICE AND INSTRUCTIONS TO BIDDERS

Notice is hereby given that the Board of Directors of the Truckee Donner Public Utility District, Nevada County, California, herein referred to as "Owner," will receive sealed proposals at the District office, 11570 Donner Pass Road, Truckee, California 96161 until 3:15 pm, Wednesday, November 13, 2019 at which time they shall be opened and publicly read for provision of:

2020 Aggregate Materials & Asphalt Purchase

Each bid must conform to the requirements of the specifications, copy attached.

No bid will be considered unless it is made on the form provided.

The Truckee Donner Public Utility District specifically reserves the right to accept or reject, any and all bids, or may accept or reject part of a bid, or waive irregularities or informalities in any or all bids, and be the sole judge of the suitability of the items offered, preference being given to the lowest responsible bidder. The award as to each item shall be in all cases be made to the lowest bidder for such item.

1. WARNING TO BIDDERS

No bids will be accepted unless enclosed in a sealed envelope when bid is submitted. The successful bidder will be required to enter into the contract attached to the proposal for the items covered by the award.

2. MANNER OF SUBMITTING BIDS

Prior to submitting bids make sure that:

- a. The Bid Schedule is complete and totals are correct.
- b. Non-Collusion Declaration, filled out and signed by bidder, is attached to the bid package.
- c. The Bidder has acknowledged the receipt of any Addenda.

When submitting a bid, place the complete bid document in an opaque sealed envelope and either mail to **2020 Aggregate Materials & Asphalt Purchase, Truckee Donner PUD, 11570 Donner Pass Road, Truckee, CA 96161**; or hand deliver the bid to **11570 Donner Pass Road, Truckee, CA**.

3. EXAMINATION OF CONDITIONS

Filing of a bid shall constitute affirmation by the bidder that he has complied with the following:

- a) Carefully examined the contract documents.

- b) Included in the proposal sum amounts sufficient to cover all items required by the contract documents.

The failure or omission of any bidder to receive or examine any form, instrument, addendum, or other documents shall in no way relieve any bidder from any obligation with respect to his proposal of the contract.

4. DISTRICT'S RIGHT TO REJECT BIDS

The District reserves the unqualified right in its sole and absolute discretion to reject any and all bids, and to accept the bid or bids which in its sole and absolute judgment, will, under all circumstances best serve the interest of the District.

Each bid shall be deemed a firm offer continuing for thirty (30) days after the date set for the opening of the bids.

5. CONTRACT

The contract includes all advertisements for bids, notice and instructions to bidders, form of proposal and agreement and specifications.

The contract, when executed, shall be deemed to include the entire agreement between the parties thereto, and the successful bidder shall not claim any modification thereof resulting from any representation or promise made at any time by any officer, agent or employee of the District or by any other person.

6. PROPOSAL MODIFICATIONS

Proposals may be modified up until the time of bid opening. Modifications must be in writing. No electronic or telephone modifications will be allowed.

7. PROPOSAL WITHDRAWAL

Proposal may be withdrawn any time prior to the time set for bid opening. Once proposals are opened, they may not be withdrawn until expiration of the proposal or thirty (30) days, whichever occurs first. All proposals shall be firm for not less than thirty (30) days.

8. POSTPONEMENT OF OPENING

The District reserves the right to postpone the time and date of bid opening as the District deems necessary. Such postponement will be conveyed to all bidders by written or electronic notice which will state the new opening time and date.

9. INTERPRETATION OR CORRECTION OF CONTRACT

The bidder shall promptly notify the District of any ambiguity, inconsistency, or error which he may discover in the contract or, if applicable, the site or local conditions.

If the bidder requires clarification or interpretation of the contract, he shall make a written request to reach the District seven days prior to the scheduled bid opening.

Any interpretations, corrections, or changes to the contract prior to the bid opening shall be made by addenda issued to all bidders. Each bidder shall acknowledge receipt of each addendum by signing in the space provided and attaching each addendum to the bidder's proposal.

Interpretations, corrections, or changes of the contract prior to bid opening made in any other manner than as described above will not be binding and bidders shall not rely upon such interpretations, corrections and changes.

10. BID AMOUNT

In the event that the product of a unit price and a quantity does not equal the extended amount quoted, the unit price shall govern and the correct product of the unit price and the quantity shall be deemed to be the amount bid. If the sum of two or more items in a bidding schedule does not equal the total amount quoted, the individual item amounts shall govern and the correct total shall be deemed to be the amount bid.

11. SOURCE OF FUNDS AND LIMITATION OF DAMAGES

Bidder is hereby informed that funds for these materials are limited and are public funds derived through revenues appropriated through the budgetary process. The District's decision to award a contract to the successful bidder is dependent upon the bidder's agreement to limit all claims for payments by the District to the unit prices or lump sum bids proposed herein. Further, in the event the bidder is awarded the contract for the material stated herein and a dispute arises between the bidder and the District regarding unreasonable delays, claims for extra compensation, or any of the provisions of the contract, the bidder agrees to limit the total of all claims against the District for this contract, including any damages, to the total funds appropriated by the District for this contract.

MATERIAL PURCHASE AGREEMENT

This Agreement is entered into as of the _____ day of December, 2019, by and between the Truckee Donner Public Utility District, a local public agency of the State of California (the "District" and/or "Owner") and _____ ("Successful Bidder"). The parties hereto agree as follows:

1. DESCRIPTION OF MATERIALS

Successful Bidder agrees, for the consideration and under the terms and conditions hereinafter set forth, to furnish the materials which are described on the Notice and Instructions to Bidders, Specifications and Agreement, all of which are attached hereto and incorporated herein by reference.

2. CONTRACT PRICE

The District shall pay Successful Bidder the price set forth in the bid schedule, hereinafter called "Contract Price."

3. INDEMNITY AGREEMENT

Successful Bidder shall defend, indemnify and save harmless the District and its elected and appointed officials, employees and agents, and each of them, of and from any and all claims, demands, causes of action, damages, costs, expenses, losses, or liabilities, in law or in equity, of every kind and nature whatsoever, for, but not limited to, injury to or death of Successful Bidder, or any other person, and arising out of or in any manner directly or indirectly connected with the this Agreement or the material provided under this Agreement, however caused, regardless of any negligence of the District or its agents or servants, , except the active negligence or willful misconduct of the District or its elected and appointed officials, employees and agents . Said indemnification shall include the defense of any actions or other legal proceedings and reimbursement of attorneys' fees and other legal expenses incurred by the District and shall include any and all penalties imposed upon the District on account of the violation of any law or regulation by Successful Bidder.

4. DAMAGES FOR FAILURE TO DELIVER MATERIALS IN TIMELY MANNER

In addition to and separate from any other remedy for a breach provided for in this Agreement, District shall, in the event the materials are not delivered to District by the date specified on the proposal form, be entitled to purchase materials of like kind and quality from another provider. Successful Bidder shall pay the costs and all incidental expenses from the contract price therefore. In the event that District avails itself of the remedy provided for in this paragraph, it may, at its option, deduct the costs of purchasing substitute materials or recover from Successful Bidder the cost of substitute materials and incidental expenses. In the event that District brings an action to enforce the terms of this paragraph, it shall be entitled to an award of its attorneys' fees and costs.

5. GUARANTEE AND WARRANTY

Successful Bidder guarantees that the materials furnished under this Agreement meet all the requirements of the Specifications. SUCCESSFUL BIDDER GUARANTEES AND WARRANTS THAT THE MATERIALS FURNISHED UNDER THIS AGREEMENT ARE MERCHANTABLE AND FIT FOR THE PURPOSE FOR WHICH THEY WERE SOLD AND ARE FREE FROM DEFECTS CAUSED BY DEFECTIVE MATERIAL OR FAULTY WORKMANSHIP. ANY PROVISION IN THIS AGREEMENT OR IN ANY INVOICE, STATEMENT, PURCHASE ORDER OR OTHER DOCUMENT TO EXCLUDE, DISCLAIM, LIMIT OR MODIFY ANY IMPLIED OR EXPRESS WARRANTY IS NULL AND VOID AND SHALL HAVE NO FORCE OR EFFECT.

6. SHIPPING AND DELIVERY

The Successful bidder shall prepare the materials for shipment in such a manner as to protect them from damage in transit and shall be responsible for and make good any and all damage incurred while loading, unloading or in transit. If the materials are damaged in shipment, they will be refused on delivery and it will be the vendor's responsibility to arrange for prompt inspection, repair or replacement of the materials.

The District requires 24 hours notice of delivery and an estimated arrival date and time.

The cost of the materials shall include shipping and delivery.

7. NOTICES

Any and all notices or other matters required or permitted by this Agreement or by law to be served on, given to, or delivered to either party hereto by the other party to this Agreement shall be in writing and shall be deemed duly served, given, or delivered when personally delivered to the party to whom it is addressed or in lieu of such personal service, five days after deposited in the United States mail, first-class postage paid, addressed to the District at 11570 Donner Pass Road, Truckee, California 96161, or to Successful Bidder at _____.

Either party may change its address for the purpose of this section by giving written notice of such change to the other party in the manner provided in this section.

8. ATTORNEYS', EXPERTS' AND CONSULTANTS' FEES

In the event of any litigation concerning any controversy, claim or dispute between the parties hereto, arising out of or relating to this Agreement or the breach hereof, or the interpretation hereof, the prevailing party shall be entitled to recover from the other party reasonable attorneys' fees, experts' fees, and consultants' fees, expenses and costs incurred therein or in the enforcement or collection of any judgment or award rendered therein.

9. CAPTIONS

The captions and headings of the different sections of this Agreement are inserted for convenience of reference only, and are not to be taken as part of this agreement or to control or affect the meaning, construction, or effect of the same.

10. NECESSARY ACTS

Each party to this Agreement agrees to perform any further acts and execute and deliver any further documents that may be reasonably necessary to carry out the provisions of this agreement.

11. ASSIGNMENT

The Successful Bidder may not assign this Agreement or payments due under the Agreement without the prior written consent of the District.

12. GOVERNING LAW

This Agreement shall be construed in accordance with, and governed by, the laws of the State of California.

13. FORUM

Any litigation to enforce or interpret the provisions of this Agreement or the parties' rights and liabilities arising out of this Agreement or the performance hereunder shall be maintained only in the courts in the County of Nevada, State of California, if in State court, or in or the Federal Court for the Eastern District of California, if in federal court.

14. SOLE AND ONLY AGREEMENT

This Agreement, including any exhibits attached hereto, constitutes the sole and only agreement of the parties hereto relating to the project and correctly sets forth the rights, duties and obligations of each to the other as of its date. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Agreement is of no force and effect. This Agreement may only be amended or modified in a written document signed by both parties.

15. DISTRICT POWERS

Nothing herein contained shall be deemed to limit, restrict or modify any right, duty or obligation given, granted, or imposed upon the District by the laws of the State of California now in effect, or hereafter adopted, nor to limit or restrict the power or authority of the District.

16. TIME OF ESSENCE

Time is of the essence of this Agreement.

17. SEVERABILITY

In the event that any part or provision of this Agreement is found to be illegal or unconstitutional by a court of competent jurisdiction, such findings shall not affect the remaining parts, portions, or provisions of this Agreement.

18. ASSIGNMENT OF RIGHTS

Successful Bidder agrees to assign to the District all rights, title, and interest in and to all causes of action it may have under the Cartwright Act (Chapter 2, commencing with Section 16700, of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to this Agreement and that such assignment shall be made and become effective at the time the District tenders final payment to Successful Bidder, without further acknowledgment by the parties.

In witness whereof this instrument is executed by the duly authorized officials on the date first above written.

TRUCKEE DONNER PUBLIC UTILITY DISTRICT

Michael D. Holley, General Manager

Date

Distributing Company

Signature of Authorized Representative

Date

Printed Name and Title

By signing the Proposal on Page 11, Bidder warrants the following:

**NONCOLLUSION DECLARATION TO BE EXECUTED
BY
BIDDER AND SUBMITTED WITH BID**

The undersigned declares: I am the _____ of _____, 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 _____[date], at _____[city], _____[state].

BID SCHEDULE

2020 Aggregate Materials and Asphalt Purchase

SCHEDULE A

DESCRIPTION	Estimated Quantity	Unit Cost Per Ton Tax Not Included
1 1/2" Drain Rock	120 Tons	
3/4" AB-2	1500 Tons	
Bedding Sand	120 Tons	
1/2" AC C2-AR-4000	400 Tons	
3/8" Cold Mix AC	20 Tons	

SCHEDULE A TOTAL _____

SCHEDULE B

Delivery of Materials to TDPUD Storage Yard Located at 11270 Trails End, Truckee, CA 96161	Cost Per Ton	
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SCHEDULE B TOTAL _____

SCHEDULE A & B TOTAL _____

DELIVERY/PICK UP SCHEDULES

If materials are located outside the Town of Truckee city limits, materials must be delivered within 2 days of delivery request during regular business hours.

If materials are located within the Town of Truckee city limits, the hours and days of operation for pick up are _____(hours) _____(days).

Proposal submitted by:

Signature, Title and Date

Company name, address, email and phone number of bidder

