



**SPECIAL PROVISIONS**  
**FOR**  
**PURCHASE OF HOT MIX ASPHALT**  
**PROJECT NO. WD23003**

***A multi-year Supply Contract through December 31,  
2025***

***Bid Opens: Thursday, October 06, 2022, 2 P.M.***

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**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.

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**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.

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**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.

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**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.

If the City awards the Contract, the basis of the award will be the responsible bidder with the lowest base bid whose proposal complies with all prescribed requirements.

**3-1.02 Bid Protest**

All parties wishing to file a protest shall comply with the procedures set forth below:

All protests regarding the bidding process or award, or intended award, of any contract must be submitted in writing to the City Attorney on or before 5:00 p.m. of the fifth business day following the opening of all bids, unless a different time period is specified in the Notice Inviting Bids or other bid solicitation documents. All protests must be addressed to:

City Attorney  
City of Stockton  
425 North El Dorado Street, 2<sup>nd</sup> Floor  
Stockton, CA  
95202

The party filing the protest must have submitted a bid for the work. A subcontractor of a bidder may not submit a bid protest.

The protest shall contain a complete statement specifying in detail the grounds of the

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protest and the facts in support thereof. The protest must be hand delivered or send via mail so that the City Attorney receives it within the time period set forth above. The protest documents must include the following:

- A complete statement of the factual and legal basis for the protest;
- The protest must include the name, address and telephone number of the person representing the protesting party; and
- The protesting party must concurrently transmit a copy of the written protest document and any attached documentation to all other bidders who may have a reasonable prospect of receiving the award depending on the outcome of the protest.

The procedure and time limits set forth herein are mandatory and the bidder's sole and exclusive remedy in the event of a protest. No bidder may bring an action or proceeding challenging the bidding process or any award, or intent to award, any contract unless the above procedures are followed. The failure of a party originating a protest to comply with these procedures shall constitute a waiver of any right to further pursue the protest, including filing a government code claim or legal proceeding. The City reserves the right to modify the bid protest procedures in the Notice Inviting Bids or other bid solicitation documents and to require any protesting party to submit additional or clarifying information or documentation in support of any protest.

**3-1.03 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: Katrina Cooper  
1465 S. Lincoln Street  
Stockton, CA 95206

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**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.

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**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 a 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 the previous submission.

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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 – PLANT SCHEDULE AND LIQUIDATED DAMAGES**

**6-1.01 Plant Schedule**

The batch plant producing HMA shall be open **Monday to Friday from 7:00 A.M. to 3:30 P.M.** Anytime the batch plant is scheduled for shutdown from producing hot mix asphalt or re-scheduling asphalt production for City Project No. WD23003, a written notice shall be provided to the City **at least 7 calendar days prior**.

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.

**6-1.02 Liquidated Damages**

Attention is directed to the provision in Section 8-1.10, Liquidated Damages,” of the Caltrans Specifications and these Special Provisions.

The Contractor shall pay liquidated damages to the City of Stockton in the amount of **\$1,000 (One Thousand Dollars)** per each incident a written notice was not provided at least 7 calendar days prior to a scheduled shutdown or re-scheduling asphalt production for City Project No. WD23003.

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.

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**SECTION 7 – BLANK**

**SECTION 8 – BLANK**

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**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.

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

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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

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
<b><i>Calendar Year 2023: January 1, 2023 to December 31, 2023</i></b>			
1	Hot Mix Asphalt, 3/4-inch, Type "A"	Tons	11,000
2	Hot Mix Asphalt, 1/2-inch, Type "A"	Tons	1,000
3	Hot Mix Asphalt, 3/8-inch, Type "A"	Tons	1,000
<b><i>Calendar Year 2024: January 1, 2024 to December 31, 2024</i></b>			
4	Hot Mix Asphalt, 3/4-inch, Type "A"	Tons	11,000
5	Hot Mix Asphalt, 1/2-inch, Type "A"	Tons	1,000
6	Hot Mix Asphalt, 3/8-inch, Type "A"	Tons	1,000
<b><i>Calendar Year 2025: January 1, 2025 to December 31, 2025</i></b>			
7	Hot Mix Asphalt, 3/4-inch, Type "A"	Tons	11,000
8	Hot Mix Asphalt, 1/2-inch, Type "A"	Tons	1,000
9	Hot Mix Asphalt, 3/8-inch, Type "A"	Tons	1,000

**Alternate Bid Schedule (Optional Annual Contract Extensions)**

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Item	Description	Unit	Estimated Quantity
<b><i>Calendar Year 2026: January 1, 2026 to December 31, 2026</i></b>			
10	Hot Mix Asphalt, 3/4-inch, Type "A"	Tons	11,000
11	Hot Mix Asphalt, 1/2-inch, Type "A"	Tons	1,000
12	Hot Mix Asphalt, 3/8-inch, Type "A"	Tons	1,000
<b><i>Calendar Year 2027: January 1, 2027 to December 31, 2027</i></b>			
13	Hot Mix Asphalt, 3/4-inch, Type "A"	Tons	11,000
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 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.

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**SECTION 10 – ORDER AND SUPPLY LOGISTICS**

**10-1.01 Ordering**

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

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**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 or at the minimum business hours of Monday to Friday from 7:00 A.M. to 3:30 P.M. whichever is greater.

**10-1.03 Manufacturing of Material**

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.