

**A W A R D**  
Asphalt Paving Materials and Services  
For the Term May 1, 2017 through April 30, 2020

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**GENERAL CONDITIONS**

employee, applicant or other person as to whom a violation occurred or continued, termination or suspension in whole or in part of this Agreement.

**61. Limitations on Contributions.** Through execution of this Agreement, Contractor acknowledges that it is familiar with section 1.126 of the City's Campaign and Governmental Conduct Code, which prohibits any person who contracts with the City for the rendition of personal services, for the furnishing of any material, supplies or equipment, for the sale or lease of any land or building, or for a grant, loan or loan guarantee, from making any campaign contribution to (1) an individual holding a City elective office if the contract must be approved by the individual, a board on which that individual serves, or a board on which an appointee of that individual serves, (2) a candidate for the office held by such individual, or (3) a committee controlled by such individual, at any time from the commencement of negotiations for the contract until the later of either the termination of negotiations for such contract or six months after the date the contract is approved. Contractor acknowledges that the foregoing restriction applies only if the contract or a combination or series of contracts approved by the same individual or board in a fiscal year have a total anticipated or actual value of \$50,000 or more. Contractor further acknowledges that the prohibition on contributions applies to each prospective party to the contract; each member of Contractor's board of directors; Contractor's chairperson, chief executive officer, chief financial officer and chief operating officer; any person with an ownership interest of more than 20 percent in Contractor; any subcontractor listed in the bid or contract; and any committee that is sponsored or controlled by Contractor. Additionally, Contractor acknowledges that Contractor must inform each of the persons described in the preceding sentence of the prohibitions contained in Section 1.126.

**62. Prohibition on Political Activity with City Funds.** In accordance with San Francisco Administrative Code Chapter 12.G, Contractor may not participate in, support, or attempt to influence any political campaign for a candidate or for a ballot measure (collectively, "Political Activity") in the performance of the services provided under this contract. Contractor agrees to comply with San Francisco Administrative Code Chapter 12.G and any implementing rules and regulations promulgated by the City's Controller. The terms and provisions of Chapter 12.G are incorporated herein by this reference. In the event Contractor violates the provisions of this section, the City may, in addition to any other rights or remedies available hereunder, (i) terminate this contract, and (ii) prohibit Contractor from bidding on or receiving any new City contract for a period of two (2) years. The Controller will not consider Contractor's use of profit as a violation of this section.

**63. Preservative-Treated Wood Containing Arsenic.** Contractor may not purchase preservative-treated wood products containing arsenic in the performance of this Agreement unless an exemption from the requirements of Chapter 13 of the San Francisco Environment Code is obtained from the Department of the Environment under Section 1304 of the Code. The term "preservative-treated wood containing arsenic" shall mean wood treated with a preservative that contains arsenic, elemental arsenic or an arsenic copper combination, including, but not limited to, chromated copper arsenate preservative, ammoniacal copper zinc arsenate preservative, or ammoniacal copper arsenate preservative. Contractor may purchase preservative-treated wood products on the list of environmentally preferable alternatives prepared and adopted by the Department of the Environment. This provision does not preclude Contractor from purchasing preservative-treated wood containing arsenic for saltwater immersion. The term "saltwater

**A W A R D**  
Asphalt Paving Materials and Services  
For the Term May 1, 2017 through April 30, 2020

---

**GENERAL CONDITIONS**

immersion” shall mean a pressure-treated wood that is used for construction purposes or facilities that are partially or totally immersed in saltwater.

64. **Not used**

65. **Protection of Private Information.** Contractor has read and agrees to the terms set forth in San Francisco Administrative Code Sections 12M.2, “Nondisclosure of Private Information,” and 12M.3, “Enforcement” of Administrative Code Chapter 12M, “Protection of Private Information,” which are incorporated herein as if fully set forth. Contractor agrees that any failure of Contractor to comply with the requirements of Section 12M.2 of this Chapter shall be a material breach of the Contract. In such an event, in addition to any other remedies available to it under equity or law, the City may terminate the Contract, bring a false claim action against the Contractor pursuant to Chapter 6 or Chapter 21 of the Administrative Code, or debar the Contractor.

66. **Sugar-Sweetened Beverage Prohibition.** Contractor agrees that it will not sell, provide, or otherwise distribute Sugar-Sweetened Beverages, as defined by San Francisco Administrative Code Chapter 101, as part of its performance of this Agreement.

67. **Modification of Agreement.** This Agreement may not be modified, nor may compliance with any of its terms be waived, except by written instrument executed and approved in the same manner as this Agreement.

**END OF GENERAL CONDITIONS**

**A W A R D**  
Asphalt Paving Materials and Services  
For the Term May 1, 2017 through April 30, 2020

**SPECIAL CONDITIONS**

68. **Purpose.** The purpose of this contract is to provide the San Francisco International Airport (SFIA) of the City and County of San Francisco with asphalt paving materials and services.

69. **Pre-Bid Conference.** A Pre-bid Conference will be held as follows:

**Location:** San Francisco International Airport  
575 N. McDonnell Road, 3rd Floor – Aviation Conference Room  
San Francisco, CA 94128

**Date and Time:** Tuesday, March 28, 2017 at 10:00 a.m.

Though not mandatory, attendance at the conference is strongly urged for all prospective bidders on this contract.

It is requested that bidder's questions concerning this Contract Proposal be submitted by email, mail or fax at least 72 hours prior to the date and time of the Pre-bid Conference and directed to:

Maria Sio, Purchaser  
City and County of San Francisco  
Office of Contract Administration  
Purchasing Division  
City Hall, Room 430  
1 Dr. Goodlett Place  
San Francisco, CA 94102-4685  
E-mail [maria.sio@sfgov.org](mailto:maria.sio@sfgov.org)

Please reference Contract Proposal No. 75972.

The Pre-bid Conference will begin at the time specified, and company representatives are urged to arrive on time. Topics already covered will not be repeated for the benefit of late arrivals. Failure to attend the Pre-bid Conference shall not excuse the successful bidder from any obligations of the contract. Written Bid Addendum will execute any change or addition to the requirements contained in this Contract Proposal, as a result of the Pre-bid Conference. It is the responsibility of the bidder to check for any Bid Addendum, which will be posted on the City's [Bid and Contracts](#) website:

<http://mission.sfgov.org/OCABidPublication>

70. **Specifications**

Please see Appendix 1

**A W A R D**  
Asphalt Paving Materials and Services  
For the Term May 1, 2017 through April 30, 2020

**SPECIAL CONDITIONS**

**71a. Minimum Qualifications**

**Any bid/proposal that does not include items MQ1 through MQ5 by the bid due date will be deemed non-responsive.**

MQ1. In order to receive consideration, Contractor must have in-depth technical knowledge and ten (10) years of experience in providing material and services covered by the contract for bid items 11, 12, and 18 through 36. For all other bid items, Contractor must have at least (1) year of experience. Three (3) verifiable references must be provided. Please see Page 5 of Required Information of All Bidders – References.

MQ2. Bid security: Original bid bond, or money order, or a cashier's check or certified check in the amount of \$1,000 payable to the City and County of San Francisco. **Personal or company checks will not be accepted.** Please refer to Special Condition 83.

MQ3. Provide copies of a Highway Carrier contract permit, a Common Carrier Certificate or a Cal PUC T Number if bidding on bid items 11, 12, 18 through 36. These permits and/or certificates by the State of California, Department of Consumer Affairs must not be currently under probation or suspension.

MQ4. If bidding on **bid items 11, 12, and 28**. Bidder must provide supporting documents that show warehouse facility or bunker is located within twenty-five (25) miles of SFIA. Please see 71b. Bidder/Contractor Qualifications and Requirements, item N.

MQ5. If bidding on **bid items 18 through 27, and 29 through 36**, Bidder must provide supporting documents that show warehouse facility or bunker is located within eight (8) miles of SFIA. Please see 71b. Bidder/Contractor Qualifications and Requirements, item M.

**71b. Bidder/Contractor Qualifications and Requirements**

A. Contractor will be responsible for providing technical support and assistance to the City through Contractor's own personnel, equipment and facilities, as well as through manufacturer's technical representatives. As part of this technical support and assistance, the Contractor must provide personnel with in-depth technical knowledge of the products the Contractor is providing under this contract, and answer questions and offer any assistance required by City personnel during City business hours (7:00 A.M. – 4:00 P.M.).

B. Contractor must maintain stock as specified in other sections of this contract and adequate facilities to allow for immediate pick-up of "will-call" orders placed by SFIA.

C. Contractor must have a storage warehouse, distribution facility, parking area and will-call counter (for Department pick-ups) located within San Francisco or San Mateo Counties.

**A W A R D**  
Asphalt Paving Materials and Services  
For the Term May 1, 2017 through April 30, 2020

---

**SPECIAL CONDITIONS**

D. Contractor's warehouse facility shall comply with Title III of the Americans with Disabilities Act Regulations (including Title 3 Accessibility Guidelines), and Title 24, State of California Building Code (California Accessibility Regulations) regarding handicapped persons' accessibility.

E. The City may require Contractor to provide within seven (7) working business days from the date they are requested to do so, information and documentation requested by Purchaser, including but not limited to: sources of supply, distribution, dealership or agency agreements and authorizations from manufacturers they claim to represent, lines of credit with financial institutions from manufacturers they claim to represent, lines of credit with financial institutions and suppliers, numbers of employees, trade references and any other information to determine the Contractor's fitness to supply the contract requirements.

F. The City reserves the right to reject any bid on which information submitted by Bidder fails to satisfy the City and/or if Bidder is unable to supply information and documentation within the period of time requested.

G. The City reserves the right to inspect Contractor's place of business, including Contractor's existing stock prior to award or during the contract term, to aid the Department in determining Contractor's ability to satisfy the terms and conditions of the contract.

H. Contractor must maintain normal business hours of at least 7:00 A.M. to 4:00 P.M., Monday through Friday throughout the term of the contract, and be open at all times during that period.

I. Contractor must be capable of producing usage reports required under General Condition No. 51 of this contract.

J. Bidder must be capable of providing place of origin for all items stated on the Bid Sheets and provide weight certificates and MSDS forms for any item under this Contract for compliance with specifications.

K. For bid items 18 through 36 Contractor shall be available to provide products and services at any time twenty-four (24) hours a day, three hundred and sixty-five (365) days a year.

L. Bidder must state the location of their bunkers (yards) where indicated on the Bid Sheets.

M. For bid items 18 through 27, 29 through 30, 31, and 32 through 36, the Bidder's facilities/bunkers shall be within eight (8) miles of SFIA.

N. For bid items 11, 12, and 28, the Bidder's facilities/bunkers shall be within twenty-five (25) miles of SFIA.

O. Samples:

**A W A R D**  
Asphalt Paving Materials and Services  
For the Term May 1, 2017 through April 30, 2020

**SPECIAL CONDITIONS**

1. Prior to award, samples of product, demonstrations of capabilities and documentation of selected items may be required, at no cost to the City, including all delivery charges. The City reserves the right to reject the bid if Bidder fails to furnish samples, product demonstrations or documentation within ten (10) working days of being notified by the Purchaser.
2. Samples of asphalt product may require test reports from a qualified asphalt materials testing laboratory stating that the sample products meet the City's requirements. All laboratory tests will be at the Bidder's expense.
3. Upon request, samples shall be delivered to:

San Francisco International Airport  
Pavement & Grounds  
682 McDonnell Road  
San Francisco, California 94127

**72. Delivery**

Please see Appendix 1

**73. Price.**

- A. Bid prices are to be firm for the first twelve (12) months of the contract.
- B. Only prices that appear on City Contract Proposal Bid Sheets will be considered. No other pages with prices or attached price lists and/or catalog prices will be considered.
- C. Prices shall be inclusive of all costs to the City, and exclusive of any Federal, State, or local taxes.

**74. Price adjustment**

- A. The bid prices for the Asphalt Sealant, Pavement, D.O.T. Line, Petro-mat, and Petro-tac (**Bid items 1 through 10 and 13 through 17** on the Bid Sheet) shall remain firm for the first twelve (12) months of the contract.
  1. Prices may be increased or decreased commencing on or after the end of the first twelve (12) month contract period and each twelve (12) month period thereafter during the contract term and for any subsequent extensions upon written approval by the Purchaser.
  2. Requests for price increases must be made in writing at least thirty (30) days prior to the anniversary date of the contract. Requests made after that time will not be considered.

**A W A R D**  
 Asphalt Paving Materials and Services  
 For the Term May 1, 2017 through April 30, 2020

**SPECIAL CONDITIONS**

3. It shall be the Contractor's responsibility to request and provide documentation satisfactory to the Purchaser to support any increases. Documentation shall include, but is not limited to all applicable product indices and other direct costs to substantiate Contractor's request for price increases.
4. Price adjustments for these materials must be stated in terms of a percentage of the original prices quoted under the contract and will be based on the change in the **California Statewide Crude Oil Price Index** issued by Caltrans. The change in the index will be calculated from the most current index on the bid due date to the most current index at the end of the initial three (3) year term of the contract.

**The California Statewide Crude Oil Price Index is available at:**

<http://www.dot.ca.gov/hq/construc/crudeoilindex/>

5. Contractor must provide City with any price decreases(s) within thirty (30) calendar days if the index decreases. There is no limit on price decreases during the contract term.
6. Such adjustment shall be equal to the percentage change (increase or decrease) of the base index, from the bid due date to the anniversary date of the bid due date.
7. Price increase request will not be granted retroactively for past years or years in which the Contractor failed to request price increase(s).
8. Example of Price Adjustment Calculation:

Caltrans Statewide Crude Oil Index Widgets	Contractor's Bid Price	Index on Bid Due Date	Index at 12 Months	Change in Index	Percent Change In Index	Adjusted Price
	\$100.00	500.7	530.7	30	5.9%	\$105.90

$$\text{Change in Index: } 530.7 - 500.7 = 30.0$$

$$\begin{aligned} & (\text{Change in Index}) / (\text{Index on Bid Due Date}) = \text{Percent Change in Index} \\ & 30.0 / 500.7 = 5.9\% \end{aligned}$$

$$(\text{Percent change in Index} \times \text{Contractor's Bid Price}) + \text{Contractor's Bid Price} = \text{Adjusted Bid Price}$$

$$(5.9\% \times \$100.00) + \$100.00 = \underline{\$105.9 \text{ Adjusted Bid Price}}$$

B. Prices adjustments for items containing liquid asphalt (i.e. PG-64-10 and PG-70-10) (**Bid items 11, 12, and 18 through 31**) will be in direct proportion to the California Statewide Crude Oil Price Index (Caltrans Index) and may be adjusted monthly after the first twelve (12) months of the contract. Price

**A W A R D**  
Asphalt Paving Materials and Services  
For the Term May 1, 2017 through April 30, 2020

---

**SPECIAL CONDITIONS**

increases will be based on the most current Caltrans Index published on the bid due date. This shall be the base index.

The California Statewide Crude Oil Price Index is available at:

<http://www.dot.ca.gov/hq/construc/crudeoilindex/>

All prices for these items may be adjusted monthly after the first twelve (12) months of the contract, and only if the index fluctuates more than 10% above (or below) the initial base index.

1. The price adjustment will be determined in conformance with the following Caltrans formula when the item of asphalt concrete is included in a monthly order:

$$P = Q \times A$$

P = Payment adjustment in dollars for asphalt concrete bid item (either a positive or a negative number)

Q =  $H \times \{Q / (100 + w)$  for the quantity of liquid asphalt material in tons

H = Hot mix asphalt total tons placed

w = Theoretical asphalt content from job mix formula expressed as percentage of the total weight of hot mix asphalt

A =  $[(Ia/Ib) - 1.10] \times Ib$  For an **increase** in the crude oil price index exceeding 10%

A =  $[(Ia/Ib) - 0.90] \times Ib$  For a **decrease** in the crude oil price index exceeding 10%

Ia = The California Statewide Crude Oil Price Index which is in effect on the first business day of the month in which the quantity subject to adjustment was included in the estimate.

Ib = The California Statewide Crude Oil Price Index for the month in which the bid opening for the project occurred.

2. Price adjustments for products containing liquid asphalt will only apply to the proportion of liquid asphalt contained in such products. For example, if the product contains only 5% liquid asphalt, the price adjustment shall only apply to the 5% of the total price of that item.

3. Prices adjustments for increases may be made each month, provided:



**A W A R D**  
 Asphalt Paving Materials and Services  
 For the Term May 1, 2017 through April 30, 2020

**SPECIAL CONDITIONS**

- A. Liquid asphalt prices fluctuates more than 10% above the initial base index or the last authorized index adjustment.
  - B. Contractor provides a written request in a timely manner requesting price adjustment. The written request must be provided within the first five (5) business days at the beginning of the new indexed month.
  - C. Contractor provides complete and accurate documentation to substantiate any price increase. Documentation shall include California Statewide Crude Oil Price Index to substantiate Contractor's request for price increase.
  - D. The City shall reject any request for price adjustments received without appropriate documentation and any documentation not provided in a timely manner.
  - E. Price adjustments for increases will be no more frequent than every month.
4. Prices adjustments for decreases may be made effective each month, provided:
- A. Liquid asphalt prices fluctuates more than 10% below the initial base index or last authorized index adjustment.
  - B. There is no limit on price decreases during the contract term.
5. The price adjustment clauses shall apply to any extension(s) of the contract term.
6. Example of Price Adjustment Calculation

Example:	A	1a	1b	1.10 or 0.90
Increase	\$8.40	675	606	1.10
Decrease	(\$20.40)	525	606	0.90

Q = Tons	% of Liquid Asphalt	Liquid Tons	Adjustment Per Ton	P = Total Adjustment
1	5.50%	0.06	\$8.40	\$0.46 Cost per HMA increase
1	5.50%	0.06	(\$20.40)	\$(1.12) Cost per HMA decrease

**75. Bid Evaluation.** Except as otherwise noted on Bid Sheets, bid prices will be evaluated for each item based on the estimated quantity times the bid price per specified unit, less applicable discount payment terms offered (see Bid and Contract Condition 12), less any applicable LBE preference (see General Conditions 41 through 43) and applicable sales tax adjustment (see Special Condition 76).

**A W A R D**  
Asphalt Paving Materials and Services  
For the Term May 1, 2017 through April 30, 2020

---

**SPECIAL CONDITIONS**

Purchasing will attempt to evaluate this ("bid package" or "contract proposal" package) within thirty (30) days after receipt of bids(s). If Purchasing requires additional evaluation time, all bidders will be notified in writing of the new expected award date.

**76. Adjustment of Bid Price for Sales Tax.** In accordance with Administrative Code Chapter 21C, for bid purposes, Purchasing will reduce your bid based on any sales tax revenue the City would receive from this purchase.

**77a. Award.** Award will be made to the lowest priced, most responsive and responsible bidder in the following eleven (11) aggregates below. **Bidder must bid on all items of each of the aggregate(s). Failure to do so will result in a rejected bid.**

- Items 1-9
- Item 10
- Item 11
- Item 12
- Items 13 through 15
- Items 16 through 17
- Items 18 through 27
- Item 28
- Items 29 and 30
- Item 31
- Items 35 and 36

In determining the award, Purchasing will take into consideration, but will not be limited to:

- Price (evaluated)
- Satisfactory review of bidders' qualifications.
- Any other factors deemed pertinent

**77b. Multiple Awards.** The City reserves the right to make multiple awards for any item or group of items on this Contract Proposal to ensure a continuous supply of materials. The award would be to a Primary Contractor and a Secondary Contractor. Contractor will be notified by Contract Acceptance that will designate the Primary or Secondary Contractor.

A. If the Primary Contractor fails to provide service and products for any contract items by the required date, then the Secondary Contractor agreeing to act as a Secondary Contractor will be required to provide said service and products. The City will pay the Secondary Contractor directly for the service and products. The Secondary Contractor shall continue to provide the required service and products, as required pursuant to the contract, until the Primary Contractor demonstrates to the satisfaction of the City that they are ready, willing, and able to provide said service to the City.

**A W A R D**  
Asphalt Paving Materials and Services  
For the Term May 1, 2017 through April 30, 2020

**SPECIAL CONDITIONS**

B. Purchaser reserves the right to purchase any items not readily available from the Secondary Contractor or any source if said Purchaser deems it is in the public interest to take such action.

C. Department must receive formal approval from Purchasing prior to the use of the Secondary Contractor for any item covered by this Contract.

**78. Awarded Items.** If during the term of the contract, a contract item is determined to be unacceptable for a particular use, and such is documented by a City Department and as determined by Purchasing, it is understood and agreed that the item will be canceled and removed from the contract without penalty to the City. The City's sole obligation to the vendor is payment of deliveries made prior to the cancellation date. City shall give the vendor ten (10) days notice prior to any cancellation. The City will purchase the required replacement item from any source and in the manner as determined by Purchasing. If a contracted item has been discontinued by the manufacturer or is deemed temporarily unavailable, it will be the responsibility of the Contractor to search the marketplace and find an acceptable equal substitute in the time required for delivery and at the contract price. Contractor must notify Purchasing by certified mail, thirty (30) days in advance of any changes in the description of article, brand, product code or packaging. Any changes made without the approval of Purchasing will constitute default and result in the City invoking General Condition No. 19.

**79. Ordering.** Items to be furnished under this contract shall be ordered through a release from the appropriate Citywide Blanket Purchase Order by City departments during the effective period of the contract. All invoices for payments shall show the Citywide Blanket Purchase Order number, complete description of item, quantity and contract price.

**80. Payment.** The City agrees to pay for all products in accordance with the prices quoted in the successful bid and subject to any applicable discount provisions contained in said bid. Payments shall be made by the City to Contractor in arrears, for **completed orders**, throughout the term of the contract. Invoices submitted by the Contractor must be in a form acceptable to Purchasing and Controller. All amounts paid by the City to the Contractor shall be subject to the audit by the City.

**81. Additional Items.** If, in the satisfaction of governmental interests it is necessary to purchase additional items from Contractor, additional items may be added to this contract by mutual agreement of the parties. The aggregated cost of all additional items added to the contract, during the contract term, shall not exceed twenty percent (20%) of the total estimated value (cost) of the original contract. All requests to add additional items to the contract must be submitted by City Departments in writing to the Purchasing Division. All requests must include complete specifications, estimated quantities for the remainder of the contract period and a price quotation provided by the contractor, for each service. All additional items or services added to the contract shall be approved through issuance of a contract modification. In the event the aggregated cost of the contract increases by more than 20% of the total estimated value of the original contract, or the increase totals more than \$50,000, the amount over 20% or \$50,000, shall be bid in accordance with Standard Purchasing Procedures. The resulting bid award shall be added to the contract through a contract modification (same Contractor) or the issuance of a new contract (new Contractor) and include Contractor's name and information, complete service description, delivery information and pricing information.

**A W A R D**  
Asphalt Paving Materials and Services  
For the Term May 1, 2017 through April 30, 2020

---

**SPECIAL CONDITIONS**

**82. Environment Code Chapter 5, Resource Conservation Ordinance. Not used.**

**83. Bid Security.** Each bid must be accompanied by an original bid bond, or money order, or a cashier's check or certified check in the amount of \$1000.00 payable to the City and County of San Francisco, to guarantee the filing of Insurance Certificates, and proper execution of the contract. **Personal or company checks will not be accepted.** Any proposal submitted without the proper bid security shall be determined to be non-responsive and result in the rejection of the bid. After the successful bidder has furnished the required documents or the City has rejected proposals, all bid proposal securities, except those which may have been forfeited, will be returned to the respective bidders whose proposals they accompanied.

**84. Performance Bond. Not used.**

**85. Fidelity Bond. Not used.**

**86. Insurance.** Prior to award, the successful bidder or bidders will be required to furnish evidence of insurance as follows:

A. Without in any way limiting Contractor's liability pursuant to the "Indemnification" section of this Agreement, Contractor must maintain in force, during the full term of the Agreement, insurance in the following amounts and coverages:

(1) Workers' Compensation, in statutory amounts, with Employers' Liability Limits not less than \$1,000,000 each accident, injury, or illness; and

(2) Commercial General Liability Insurance with limits not less than \$2,000,000 each occurrence, \$2,000,000 aggregate for bodily injury, property damage, contractual liability, personal injury, products and completed operations.

(3) Commercial Automobile Liability Insurance with limits not less than \$2,000,000 each occurrence Combined Single Limit for Bodily Injury and Property Damage, including Owned, Non-Owned and Hired auto coverage, as applicable. Additionally, said policy is to include Airport Operations Area (AOA).

B. Commercial General Liability and Commercial Automobile Liability Insurance policies must be endorsed to provide:

(1) Name as Additional Insured the City and County of San Francisco, its Officers, Agents, and Employees.

(2) That such policies are primary insurance to any other insurance available to the Additional Insureds, with respect to any claims arising out of this Agreement, and that insurance applies separately to each insured against whom claim is made or suit is brought.

**A W A R D**  
Asphalt Paving Materials and Services  
For the Term May 1, 2017 through April 30, 2020

---

**SPECIAL CONDITIONS**

C. All policies shall provide thirty days' advance written notice to the City of reduction or nonrenewal of coverages or cancellation of coverages for any reason. Notices shall be sent to:

Director, Office of Contract Administration  
Purchasing Division  
City and County of San Francisco  
City Hall, Room 430  
1 Dr. Carlton B. Goodlett Place  
San Francisco, CA 94102-4685

D. Contractor hereby agrees to waive Workers' Compensation subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Contractor, its employees, agents and subcontractors.

E. Should any of the required insurance be provided under a claims-made form, Contractor shall maintain such coverage continuously throughout the term of this Agreement and, without lapse, for a period of three years beyond the expiration of this Agreement, to the effect that, should occurrences during the contract term give rise to claims made after expiration of the Agreement, such claims shall be covered by such claims-made policies.

F. Should any of the required insurance be provided under a form of coverage that includes a general annual aggregate limit or provides that claims investigation or legal defense costs be included in such general annual aggregate limit, such general annual aggregate limit shall be double the occurrence or claims limits specified above.

G. Should any required insurance lapse during the term of this Agreement, requests for payments originating after such lapse shall not be processed until the City receives satisfactory evidence of reinstated coverage as required by this Agreement, effective as of the lapse date. If insurance is not reinstated, the City may, at its sole option, terminate this Agreement effective on the date of such lapse of insurance.

H. Before commencing any operations under this Agreement, Contractor shall furnish to City certificates of insurance and additional insured policy endorsements with insurers with ratings comparable to A-, VIII or higher, that are authorized to do business in the State of California, and that are satisfactory to City, in form evidencing all coverages set forth above. Failure to maintain insurance shall constitute a material breach of this Agreement.

I. Approval of the insurance by City shall not relieve or decrease the liability of Contractor hereunder.

**A W A R D**  
Asphalt Paving Materials and Services  
For the Term May 1, 2017 through April 30, 2020

---

**SPECIAL CONDITIONS**

J. If a subcontractor will be used to complete any portion of this agreement, the Contractor shall ensure that the subcontractor shall provide all necessary insurance and shall name the City and County of San Francisco, its officers, agents and employees and the Contractor listed as additional insured.

**87. Failure to Execute Contract.** Within ten (10) business days of the receipt of a notice of award, the bidder to whom the contract is awarded shall deliver the specified insurance certificates to City. If the bidder fails or refuses to furnish the required insurance within ten days after receiving notice from Purchasing, Purchasing may, at its option, determine that this bidder has abandoned its bid. Thereupon the tentative award of said contract to this bidder shall be canceled and City shall notify the bidder's surety and collect on the bidder's bond (or the check accompanying its bid shall be deposited with the Treasurer of the City and County of San Francisco for collection) and the proceeds thereof shall be retained by City as partial liquidated damages for failure of such bidder to properly file the insurance herein required. The foregoing in no way limits the damages which are recoverable by City whether or not defined elsewhere in the contract documents.

**88. Sweatfree Procurement. Not used.**

**89. Entire Agreement.** This contract sets forth the entire Agreement between the parties, and supersedes all other oral or written provisions.

**90. Questions.** Any questions or clarifications concerning the requirements in this bid proposal must be submitted, in writing, and received by OCA no later than **Tuesday, March 28, 2017 at 4:00 pm.** Bidders who fail to do so will waive all further rights to protest, based on these specifications and conditions.

**91. Bid Submittal Instructions.** Bids **must** be received at Central Purchasing, City Hall, Room 430, indicated on Page 1 of the Contract Proposal. Bids transmitted by fax or any type of electronic mail will not be accepted.

**Return all required documents, which include:**

- Page 1 of the Contract Proposal completed and signed.
- Bid Sheets, with prices for all items of each aggregate(s).
- All questionnaires and forms including completed and signed, bid addendum or change notice receipts, if applicable.
- Three references
- Highway Carrier permits/certificates
- Supporting documents of vendor's warehouse facility/bunker location requirements, if applicable
- Bid Security
- Bidders shall mail bid in an envelope clearly marked with the bid number and due date (lower left corner).

**Bids must be made on the enclosed bid sheets.**

**A W A R D**  
Asphalt Paving Materials and Services  
For the Term May 1, 2017 through April 30, 2020

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**SPECIAL CONDITIONS**

**To receive full consideration, your bid should be unqualified and unconditional.**

FOR MORE INFORMATION, call:

Maria Sio, Purchaser  
(650) 821-2845

**END OF SPECIAL CONDITIONS**