

Chip Seal Specifications

If material is delivered to the job site which does not appear to meet specifications, as determined by the "CITY", it shall not be placed and the vendor shall stockpile it at a location directed by the "CITY".

If this material does not comply with specifications, as determined by the "CITY", the "CITY" shall reject the material and the vendor is responsible for removing the stockpiled material at their own expense. The vendor shall not be paid for any hauling of such rejected material.

If the material is determined to meet specifications, the "CITY" shall pay for the material and hauling in accordance with these specifications.

The delivery site shall be to any and all of the P.U.C. zones within the "CITY" of Gotham City. The material shall be deposited into a Chip Spreader. The material shall also be delivered to a stockpile when requested by the "CITY". The contractor shall develop mechanical fastening devices to attach the dump truck to the spreader. The trucks shall not exceed 12.5 ton capacity.

The material shall be delivered as requested by the "CITY". Typical rate of delivery shall be one load at 8:30 a.m. followed by a second load at 8:45 a.m. with additional loads arriving at 30 minute intervals. This schedule may deviate depending on working conditions.

Average daily production is 200 to 300 tons. When conditions require, days may be scheduled to use 450 tons per day, daily volumes may vary depending on conditions and location. ***Moisture content requirement will be relayed to the vendor, at least one day prior to requested delivery date.***

Not more than two trucks at the same time shall receive standby time. The "CITY" shall work out a schedule with the contractor by 4:00 p.m. of the previous working day. However, the "CITY" shall reserve the right to cancel the schedule at any time without additional compensation to the contractor with the exception that the trucks that are enroute from the point of origin will be permitted to deliver their loads to a stockpile selected by the "CITY".

The contractor shall have a full time dispatcher assigned to this project to work in the field with "CITY" forces while the chip seal program is underway. The transport trucks shall be radio equipped on a common frequency. The contractor shall also supply, install and maintain two radios with this common frequency into "CITY" vehicles.

CONTRACT EXTENSION

The "CITY" reserves the option to extend this contract for one-month periods, providing that such extensions are agreed to by both the "CITY" and the supplier.

MATERIAL SPECIFICATIONS

See attached Specification Sheet

QUANTITIES

Approximately 7,000 Tons

DELIVERY CONDITIONS

Vendors shall regulate the delivery schedule in accordance with the attached specifications.

FOB POINT

Title shall pass to the purchaser when the material meets the specified standards at the **destination**. Material shall be tested by the "CITY" off truck at the time of off loading or at vendors stockpile.

MATERIAL TESTING

Material will be tested periodically at the suppliers stockpile and at the job site. Material which fails to meet the specified standards at the destination job site will be rejected and no claim for payment for such rejected material can be made by the supplier. All testing costs will be borne by the "CITY" of Gotham City and all tests will be made by persons or firms designated by the "CITY" of Gotham City.

REPORTS

A weight certificate from a certified licensed weigh master will be furnished to the "CITY" and shall accompany each load of material delivered.

PRICING

Bids are requested on the basis of supplying screenings per attached specifications and as scheduled. The unit price shall be firm for the contract periods. The "CITY" will work closely with the vendor to insure that adequate stockpiles of the sizes required will be available at the vendors source.

The "CITY" will pay applicable P.U.C. rate increases when applicable during the contract period. Such increases shall be submitted to the Purchasing Agent at least two (2) weeks prior to the increase date to be effective. **(Written documentation from the California P.U.C. will be required.)**

No guarantee is made by the "CITY" of Gotham Cities to the amounts which will actually be required at each P.U.C. zone, nor will any increase in unit delivery prices quoted be allowed by reason of such variations.

LIQUIDATED DAMAGES

It is agreed by the parties to the contract that time is of the essence, and in the event of delay in completion of the work, delivery of the supplies, materials or equipment as specified beyond the schedule set forth in the bid documents, or beyond extension authorized by the Purchasing Agent, damage will be sustained by the "CITY" of Gotham City, and that it is or will be impractical to determine the actual damage by reason of such delay, and it is therefore agreed that the "CITY" of Gotham City shall be paid the amount of "\$100.00 per load liquidated damages for every calendar day," up to a maximum of \$800.00 per day.

CONTRACT ADMINISTRATION

This contract shall be administered by the Purchasing Agent or his properly authorized deputies. During the performance of this contract, any and all changes, additions, and deletions etc. shall be directed in writing to or from him to be endorsable, pending the final determination of any such disputes arising in connection with this contract, contractor will proceed diligently with performance as and to the extent directed by Purchasing Officer.

DECLARATION OF COMPLIANCE WITH "COUNTY OF GOTHAM CITY PROCUREMENT POLICY RELATING TO CHLOROFLUOROCARBONS AND OTHER OZONE DEPLETING SUBSTANCES"

Is the manufacturer(s) of the product(s) you offer in this Invitation to bid in compliance with the "Gotham City Procurement Policy relating to Chlorofluorocarbons"?

If yes manufacturer(s) must provide documentation on their letterhead stationary which states that the manufacturer is in compliance with the "CITY" policy. Exhibit "S" contains the "CITY" of Gotham City procurement policy.

COMPLIANCE

Bidder, have you complied with the specifications, terms and conditions of this Invitation to bid?

A "NO" answer requires a written detailed explanation giving reference to all deviations.