SPECIFICATIONS AND CONTRACT DOCUMENTS FOR AGGREGATE MATERIALS & ASPHALT PURCHASE 2027

PROPOSAL OPENING
2:30PM, December 3, 2026

Contact person: Contracts, (530) 582- 3944

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

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Truckee Donner Public Utility District
11570 Donner Pass Road
Truckee, California 96161
(530) 582-3944

1. 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 "District," will receive sealed proposals at the District office, 11570 Donner Pass Road , Truckee, California 96161 until 2:30 PM, Thursday, December 3, 2026 at which time they shall be opened and publicly read for provision of:

Aggregate Materials & Asphalt Purchase

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

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

The Truckee Donner Public Utility District reserves the right to accept or reject, any and all proposals, to accept or reject part of a proposal, or to waive irregularities or informalities in any or all proposals. The District shall 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.

2. WARNING TO BIDDERS

Only complete proposals submitted in a sealed envelope will be considered. The successful bidder will be required to enter into the contract attached to the proposal for the items covered by the award.

3. MANNER OF SUBMITTING PROPOSALS

Prior to submittal please review proposals to ensure:

a. The Proposal Schedule is complete and totals are correct.

b. Non-Collusion Declaration, filled out and signed by bidder, is attached to the proposal package.

c. The Bidder has acknowledged the receipt of any Addenda.

Failure to meet all of the above listed Proposal submittal requirements shall be cause for rejection of Proposal.

When submitting a proposal, place the complete proposal document in a nontransparent sealed envelope and may either mail or hand deliver to **Aggregate Materials & Asphalt Purchase,**

Truckee Donner Public Utility District, 11570 Donner Pass Road, Truckee, CA 96161; or hand deliver the proposal to **11570 Donner Pass Road, Truckee, CA.**

4. EXAMINATION OF CONDITIONS

Filing of a proposal shall constitute affirmation the bidder 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 review 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.

5. DISTRICT'S RIGHT TO REJECT PROPOSALS

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

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

6. CONTRACT

The contract includes all “Contract Documents”, consisting of:

A. The advertisement for proposals.
B. Notice and instructions to bidders.
C. The proposal.
D. The Agreement and Specifications.

The contract, when executed, shall be the entire and exclusive agreement between the parties thereto. All prior and contemporaneous negotiations and agreements between the parties on the matters contained in the Contract are superseded by the Contract Documents. In entering into the Contract, neither party has relied upon any statement, representation, warranty, nor agreement except those expressly set forth in this Agreement.

7. PROPOSAL MODIFICATIONS

Proposals may be modified up until the time of proposal opening. Modifications must be in writing. No fax, email or telephone modifications will be allowed.

8. PROPOSAL WITHDRAWAL

Proposal may be withdrawn any time prior to the time set for proposal opening. Once proposals are opened, they may not be withdrawn until sixty (60) days from the date set for the opening of proposal, whichever occurs first. All proposals shall be firm for not less than thirty (30) days from the date set for opening the proposals.

9. POSTPONEMENT OF OPENING

The District reserves the right to postpone the time and date of proposal opening as the District deems necessary. Such postponement will be conveyed to all bidders by e-mail, mailed letter, or fax notice which will state the new opening time and date. Any such postponement shall extend the dates for which proposals shall remain open and may not be withdrawn.

10. 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.

Any bidder requiring clarification or interpretation of the contract, shall make a written request to District immediately, and in all events at least seven business days prior to the date scheduled for proposal opening.

Any interpretations, corrections, or changes to the contract prior to the proposal 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 proposal 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.

11. INTERPRETATION AND ADDENDA

All questions about the meaning or intent of the Bidding Documents and the Contract Documents shall be submitted to the DISTRICT in writing. Questions may be sent via email to contracts @tdpud.org Interpretations or clarifications considered necessary by the DISTRICT in response to such questions will be issued by Addenda mailed or delivered to all parties recorded by the DISTRICT as having received the Bidding Documents. Questions received less than 5 days prior to the date for opening of Bids may not be answered. Only answers issued by Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

12. PROPOSAL 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 proposed. If the sum of two or more items in the proposal schedule do not equal the total amount quoted, the individual item amounts shall govern and the correct total shall be deemed to be the proposal amount.

13. 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 _____, 2027, 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 attached proposal 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 or death to person or property 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, at District's demand, pay the costs associated with District's purchase of substitute supplies. 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. The District's election of the remedy provided in this paragraph shall be without prejudice to any other remedy it may have available to it in law or equity.

5. GUARANTEE AND WARRANTY

Successful Bidder guarantees that the materials furnished under this Agreement meet all the requirements of the Specifications. SUCCESSFUL BIDDER GUARATEES 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 upon District's discovery of such damage, whether upon delivery, or later. Successful Bidder shall provide for immediate recovery of the damaged item(s) and for the prompt provision of replacement materials in good condition.

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 the advertisement for proposals; Notice and instructions to bidders; Advertisements for proposals; Proposal Schedule and Description and Specifications contemplated herein, constitutes the final agreement between the parties. It is the complete and exclusive expression of the parties' agreement on the matters contained in this Agreement. All prior and contemporaneous negotiations and agreements between the parties on the matters contained in this Agreement are expressly merged and superseded by this Agreement. In entering into this Agreement, neither party has relied upon any statement representation, warranty, nor agreement of the other party except for those expressly contained in this Agreement

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. 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.

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

TRUCKEE DONNER PUBLIC UTILITY DISTRICT

_____

Brian Wright, General Manager Date

_____

Distributing Company

_____

Signature of Authorized Representative Date

_____

Printed Name and Title

PROPOSAL FORMS

By signing the Proposal on Page 10, Bidder warrants the following:

NONCOLLUSION DECLARATION TO BE EXECUTED BY BIDDER AND SUBMITTED WITH PROPOSAL

The undersigned declares: I am the _____ of _____, the party making the foregoing proposal.

The proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The proposal 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 proposal. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham proposal, 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 proposal price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the proposal price, or of that of any other bidder. All statements contained in the proposal are true. The bidder has not, directly or indirectly, submitted their proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, proposal depository, or to any member or agent thereof, to effectuate a collusive or sham proposal, 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 they have 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].

Aggregate Materials & Asphalt Purchase

TO: TRUCKEE DONNER PUBLIC UTILITY DISTRICT
11570 Donner Pass Road
Truckee, California 96161

In compliance with your Notice to Bidders, and subject to all the conditions thereof, the undersigned offers and agrees, if this proposal be accepted within 30 calendar days from the date of the opening, to furnish the fuel services upon which prices are quoted, at the price set opposite each item.

Date:_____

Bidder:_____

By:_____
(Signature of person authorized to sign this proposal)

Title:_____

Address:_____

_____

Phone:_____ Fax:_____

I acknowledge receipt of the following addenda:

No. 1: _____ signed _____ dated

No. 2: _____ signed _____ dated

No. 3: _____ signed _____ dated

No. 4: _____ signed _____ dated

No. 5: _____ signed _____ dated

PROPOSAL SCHEDULE

UNDERSIGNED, AS BIDDER, HEREBY AGREES AND DECLARES THAT:

SCHEDULE A

DESCRIPTION	Estimated Quantity	Unit Cost Per Ton (No Delivery) Tax Not Included	Total Cost (No Delivery) Tax not Included
¾" Crushed Drain Rock	420 Tons X	**$**	**$**
¾" AB-2	1500 Tons X	$	$
Bedding Sand	280 Tons X	$	$
½" AC C2-AR-4000	420 Tons X	$	$
3/8" Cold Mix AC	140 Tons X	$	$

SCHEDULE A TOTAL _____

Note:

1. For the bid to be accepted, both Schedule A and B must be completed.
2. Lowest Bidder will be awarded based upon Schedule A only.

PICK UP SCHEDULES

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