



CITY OF SAN DIEGO
PURCHASING & CONTRACTING DEPT.
 1200 Third Avenue, Suite 200
 San Diego, CA 92101-4195

Bid No. 10026173-13-N

REQUEST FOR BID
ADDENDUM C

Closing Date: August 2, 2012
 @ 3:00 P.T.

Subject: Furnish the City of San Diego with Park and Recreation Department with Decomposed Granite, 3/8 Crushed Rock, Top Soil, Softball Infield Soil, and Playground Silica Sand.

Timeline: As may be required for a period of one (1) year from date of award, with options to renew for four (4) additional one (1) year periods, in accordance with the attached specifications.

1. Company: Mountain Materials, Inc.
 Address: PO BOX 2154
 City/State/Zip: Lakeside CA 92040
 Telephone: 619 390 9932
 Contact: Steve Finch E-Mail Address: steve@mountainmaterials.com
 The City of San Diego Business Tax License Number: Will apply if awarded
 Federal Tax ID Number: _____

2. The City's Standard Payment Terms are Net 30 Days.
 Bidders may offer other payment terms (e.g., 2% 20 days) but they will not be considered in making the award decision. If different terms are offered, the City retains the option of making payment(s) based on these terms.
 State delivery time required: _____ days after receipt of order. Discounted terms offered: _____ % _____ Days

- FOR CONSIDERATION AS A RESPONSIVE BID, THE FOLLOWING IS REQUIRED:**
- 1) Bid must be submitted on official City bid forms.
 - 2) All information on this Request for Bid cover page must be completed.
 - 3) This cover page must be signed with an original signature.
 - 4) Bid must be submitted on or before the exact closing date and time. Bid received after the exact closing date and time will NOT be considered. If hand delivering, please allow enough time for travel and parking to submit by the closing date and time.

3. Signature* of Authorized Representative/Contractor
Steve Finch
Steve Finch
 (Print Name)
V.P.
 (Title)
8/1/12
 (Date)

4. Signature of The City of San Diego Purchasing Agent
Jeffrey B. Baer
Jeffrey B. Baer, CPPO, C.P.M.
 (Print Name)
Director, Purchasing & Contracting
 (Title)
8/18/12
 (Date)

5. Signature of The City of San Diego City Attorney
Shannon Thomas
 Approved for Form and Legality
Shannon Thomas
 (Print Name)
PCA
 (Title)
8/19/2012
 (Date)

**Authorized Signature: The signer declares under penalty of perjury that she/he is authorized to sign this document and bind the company or organization to the terms of this Agreement and any Exhibits incorporated into this Agreement. Unless otherwise agreed to in writing, the Agreement includes the City's Request for Bid No. 10026173-13-N, including any addendums issued under Bid No. 10026173-13-N, the City's General Provisions for Bids dated January 3, 2005, and the Contractor's Bid in Response to the City's Request for Bid No. 10026173-13-N.*

FOR FURTHER INFORMATION CONCERNING THIS BID, PLEASE CONTACT:
 Raffy Navarro/muw, Procurement Specialist
 Phone: (619) 236-6088 / Fax: (619) 236-5904 / E-Mail: RZNavarro@sandiego.gov

MEMORANDUM OF AGREEMENT
**BETWEEN THE CITY OF SAN DIEGO AND MOUNTAIN MATERIALS INC –
DECOMPOSED GRANITE, 3/8 CRUSHED ROCK, TOP SOIL, SOFTBALL INFIELD
SOIL, AND PLAYGROUND SILICA SAND.**

This Memorandum of Agreement (MOA) is made by and between **MOUNTAIN MATERIALS INC.** (Bidder) and the City of San Diego (City), referred to individually as “Party” and collectively as the “Parties,” to memorialize their acceptance of the terms of the Contract resulting from the Bidder’s successful bid in response to the City’s Request for Bid (RFB) No. **10026173-13-N** for **DECOMPOSED GRANITE, 3/8 CRUSHED ROCK, TOP SOIL, SOFTBALL INFIELD SOIL, AND PLAYGROUND SILICA SAND.**

Recitals

WHEREAS, the City issued RFB No. **10026173-13-N** for **DECOMPOSED GRANITE, 3/8 CRUSHED ROCK, TOP SOIL, SOFTBALL INFIELD SOIL, AND PLAYGROUND SILICA SAND**, a true and correct copy of which is attached hereto as Exhibit “A;”

WHEREAS, except as otherwise specified, the City’s RFB No. **10026173-13-N** also incorporates the City’s General Provisions for Bids Dated January 3, 2005 (General Provisions), a true and correct copy of which is attached hereto as Exhibit “B;”

WHEREAS, Bidder submitted a bid in response to RFB No. **10026173-13-N** (Bid), a true and correct copy of which is attached hereto as Exhibit “C;” and

WHEREAS, the City has determined that the Bidder’s Bid is the winning bid and intends to award the contract to the Bidder on that basis;

NOW, THEREFORE, for valuable consideration the sufficiency of which is hereby acknowledged, the Parties agree as follows:

Agreement

1. **Contract Documents.** This MOA consists of this document and all the documents listed below, which are attached hereto as Exhibits A-E and incorporated in full herein, and which together contain all the terms and conditions of this MOA (collectively referred to as “Contract Documents”).

- 1.1 City’s RFB No. **10026173-13-N** (Exhibit “A”);
- 1.2 City’s General Provisions (Exhibit “B”);
- 1.3 Bidder’s Bid (Exhibit “C”);
- 1.4 City’s written acceptance of exceptions or clarifications to the RFB, if any (Exhibit “D”); and
- 1.5 Bidder’s Best and Final Offer, if any (Exhibit “E”).

This MOA, including all the Exhibits incorporated into this MOA, constitutes the entire understanding between the City and the Bidder with respect to the subject matter and

transactions contemplated by this MOA. This MOA including all the Exhibits incorporated into this MOA supersedes any and all prior agreements, understandings, promises, or inducements with respect to the subject matter and transactions contemplated by this MOA.

2. Scope and Term of Work. The Bidder shall provide City with **DECOMPOSED GRANITE, 3/8 CRUSHED ROCK, TOP SOIL, SOFTBALL INFIELD SOIL, AND PLAYGROUND SILICA SAND** in strict compliance with the Contract Documents for a period of **one (1) year with options to renew for four (4) additional one (1) year periods**, at the prices stated in the Bidder's Pricing Page(s). The total duration of the MOA, including all options to renew, shall not exceed five years unless approved by ordinance of the City Council.

3. Effective Date. This MOA shall be effective on the date executed by the last Party to sign it and approved by the City Attorney in accordance with Charter section 40.

4. **FOUR (4) ONE (1) YEAR** Option to Renew. The City reserves the option to renew this MOA for up to **Four (4) additional 1 year periods** under the terms and conditions stated in the MOA as more fully described in RFB No. **10026173-13-N**, Specific Provisions, Option to Renew.

5. Compensation. The City shall pay the Bidder the amounts set forth in the Bidder's Pricing Page(s) at the times and in the manner set forth in the Contract Documents. The total amount paid to the Bidder under this MOA shall not exceed **\$269,762.90** annually. The Bidder is not obligated to provide goods or services in excess of this amount, and does so at its own risk, unless this MOA is amended in a writing duly executed by the Parties increasing this not-to-exceed amount.

6. Annual Appropriation of Funds. Bidder acknowledges that the term of this MOA may extend over multiple City fiscal years, and Bidder understands and agrees that work and compensation under this MOA is contingent on the City Council appropriating funding for and authorizing such work and compensation for those fiscal years. In the event sufficient funds are not duly appropriated and authorized for any given fiscal year, this MOA may be terminated at the end of the fiscal year for which funding was appropriated and authorized. The City is not obligated to pay Bidder for any amounts not duly appropriated and authorized by the City Council.

7. Contract Interpretation. It is the intent of the Contract Documents to completely describe the goods and services to be provided. Any work, materials, or equipment that may reasonably be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the intended result shall be supplied whether or not specifically called for or identified in the Contract Documents. When words or phrases which have a well-known technical or construction industry or trade meaning are used to describe work, materials, equipment, goods or services such words or phrases shall be interpreted in accordance with that meaning unless a definition has been provided in the Contract Documents. In resolving conflicts resulting from errors or discrepancies in any of the Contract Documents, the order of precedence shall be as set forth below in descending order of precedence (the document in section 7.1 having the highest precedence). Provisions of the Contract Documents addressing the same subject

which are consistent but have different degrees of specificity shall not be considered to be in conflict, and the more specific language shall control.

Order of Precedence:

- 7.1 This Memorandum of Agreement.
- 7.2 The City's written acceptance of any exceptions to clarifications to the RFB (if any).
- 7.3 Section III of the RFB (Goods/Services Specifications).
- 7.4 The Bidder's Best and Final Offer (if any).
- 7.5 The Bidder's Pricing Page(s).
- 7.6 All sections of the RFB not identified above.
- 7.7 The General Provisions.

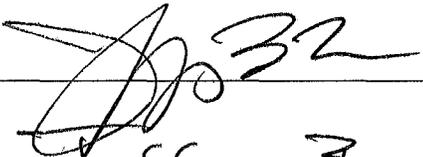
8. Amendments. This MOA may not be amended except by an instrument in writing duly executed by both Parties. Any alleged oral amendments shall have no force or effect.

IN WITNESS WHEREOF, this Agreement is executed by the City of San Diego pursuant to San Diego Municipal Code Section 22.3203 authorizing such execution, and the Bidder acting by and through its authorized officer.

MOUNTAIN MATERIALS INC

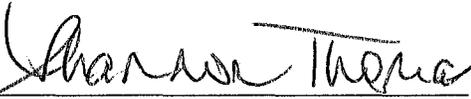
By: 
Name: Steve Finch
Title: VP
Date: 9-18-2012

THE CITY OF SAN DIEGO

By: 
Name: Jeffrey Faer
Title: Director
Date: 9/18/12

I HEREBY APPROVE the form and legality of the foregoing agreement this 19th day of September, 2012.

JAN I. GOLDSMITH, City Attorney

By: 
Deputy City Attorney