

City of Sacramento
City Council - 2PM Report
915 I Street Sacramento, CA 95814
www.cityofsacramento.org

File ID: 2025-01211

7/1/2025

Agreement: Purchase of Quicklime [Published for 10-Day Review on 06/19/2025]

File ID: 2025-01211

Location: Citywide

Recommendation: Pass a **Motion:** 1) authorizing the Interim City Manager or designee to execute a Goods Agreement (PRC003378) with Graymont Western US Inc. to purchase Quicklime for use in the City's water treatment plants, for a maximum of five years and an amount not-to-exceed \$3,000,000.

Contact: Deanne Neighbours, Logistics Manager, dneighbours@cityofsacramento.org, (916) 808-3536; Dalton Le, Program Specialist, dmle@cityofsacramento.org, (916) 808-6008; David Herrmann, Water Division Manager, dherrmann@cityofsacramento.org, (916) 808-5652; Sherill Huun, Interim Director, shuun@cityofsacramento.org, (918) 808-1455; Department of Utilities

Presenter: None

Attachments:

- 1-Description/Analysis
- 2-Agreement

Description/Analysis

Issue Detail: The Department of Utilities (DOU) operates two City water treatment plants. As part of the treatment and production process, quicklime is used to control corrosion throughout the distribution system and to help control taste and odor issues with potable water.

Policy Considerations: City Council approval is required for goods agreements of \$250,000 or more per City Code 3.04.010.

The Sacramento City Code Section 4.04.020 and the City Council Rules of Procedure (Chapter 7, Section E.2.d) mandate that unless waived by a 2/3 vote of the City Council, all labor agreements, and all agreements greater than \$1,000,000 shall be made available to the public at least ten (10) days prior to City Council action. This item was published for 10-day review on June 19, 2025, in compliance with the City Code.

Economic Impacts: None.

Environmental Considerations: The proposed activity is not a project pursuant to the California Environmental Quality Act (CEQA) Guidelines Section 15378(b)(2 and 5). The activities described in this report including a Goods Agreement for the purchase of Quicklime are continuing administrative or maintenance activities, such as purchases for supplies or personnel-related activities, and administrative activities that will not result in direct or indirect physical changes on the environment. This activity is not subject to CEQA pursuant to CEQA Guidelines Section 15060(c)(3).

Sustainability: The proposed contract is consistent with the 2040 General Plan under policy PFS3.1 as it is related to public facilities and safety, including providing reliable water, wastewater, and stormwater drainage service to the City of Sacramento. The proposed project is consistent with the 2040 General Plan under policy PFS-4.4 as it facilitates proper water treatment processes to ensure reliability and safety.

Commission/Committee Action: Not applicable.

Rationale for Recommendation: On January 7, 2025, a Request for Bid B25141111401 was advertised and issued on PlanetBids for the purchase of Quicklime. On the due date of January 22, 2025, one bid was received from Graymont Western US Inc.

Staff reviewed the bid, and based on their knowledge, expertise, and experience, Graymont Western US Inc. was selected to provide the requested materials. Additional details regarding the contract are available if needed.

Financial Considerations: Funding for the first year of the agreement has been included in the approved Fiscal Year 2025/26 Department of Utilities (DOU) Operating Budget. Funding for future fiscal years shall be subject to funding availability in the adopted budgets for the applicable fiscal year in an amount not to exceed \$3,000,000.00 over the five-year term for the agreement. Purchase orders encumbering funds under this agreement will not be created until needs and funding are identified in the DOU operating budget.

There are no impacts to the General Fund for this Agreement.

Local Business Enterprise (LBE): Graymont Western US Inc. is not a LBE.

CONTRACT #: PRC003378
CONTRACT NAME: QUICKLIME
CONTRACT PROJECT #: N/A
DEPARTMENT: UTILITIES
DIVISION: WATER

CITY OF SACRAMENTO

GOODS AGREEMENT

THIS CONTRACT is made at Sacramento, California, by and between the **CITY OF SACRAMENTO**, a charter city and municipal corporation ("City"), and

*Graymont Western US Inc.
585 W. Southridge Way, Sandy, UT 84070
(253) 428-6550/rfreeman@graymont.com*

("Contractor"), as of the Effective Date, as defined below.

The City and Contractor agree as follows:

1. **Effective Date.** This Contract shall be effective beginning the date it is fully executed by the duly authorized parties.
2. **Contract Documents.** This Contract includes each of the following documents, which are attached or incorporated by this reference (referred to collectively as the "Contract Documents"):

Invitation to Bid, Request for Qualifications, or Request for Proposals, and any Addenda
Exhibit A - Technical Specifications
Exhibit B – Payment
Exhibit C – Insurance
Exhibit D – General Conditions
Purchase Orders

3. **Goods.** Subject to the terms and conditions set forth in this Contract, Contractor shall provide to City the goods, materials, equipment or supplies described in Exhibit A ("Goods").

Contractor will not be compensated for goods, materials, equipment, or supplies outside the scope of Exhibit A ("Additional Goods") unless, before providing Additional Goods: (a) Contractor notifies City and City agrees that the Additional Goods are outside the scope of Exhibit A; (b) Contractor estimates the additional compensation required for these Additional Goods; and (c)

City, after notice, approves in writing a Supplemental Contract specifying the Additional Goods and the amount of additional compensation to be paid Contractor.

CITY will have no obligations whatsoever under this Contract or any Supplemental Contract, unless and until this Contract or any Supplemental Contract is approved by the City as required by the Sacramento City Code. As used in this Contract, the term "Goods" includes both Goods and Additional Goods as applicable.

4. **Payment.** City shall pay Contractor at the times and in the manner set forth in Exhibit B. Contractor shall submit all invoices to City in the manner specified in Exhibit B.
5. **Facilities and Equipment.** Except as set forth below, Contractor shall, at its sole cost and expense, furnish all facilities and equipment required for Contractor to perform this Contract. City shall furnish to Contractor only the facilities and equipment listed below, if any.

N/A.
6. **Insurance.** Contractor shall, at its sole cost and expense, maintain the insurance coverage described in the attached Exhibit C.
7. **General Conditions.** City and Contractor shall comply with the terms and conditions set forth in the attached Exhibit D.
8. **Considering Criminal Conviction Information in the Employment Application Process.** This Contract may be subject to the requirements of Sacramento City Code chapter 3.62, Procedures for Considering Criminal Conviction Information in the Employment Application Process. A summary of the requirements, entitled "Ban-The-Box Requirements," can be viewed at:

<https://www.cityofsacramento.org/Finance/Procurement/Contract-Ordinances>.

The Ban-The-Box Requirements are applicable to certain contracts with the City in an amount of \$250,000 or more (either initial value or total value after amendment) or if the total value of all Contractor's contracts with the City is \$250,000 or more over a 12-month period.

Contractor acknowledges and represents that Contractor has read and understands these requirements and shall fully comply with all applicable requirements of Sacramento City Code chapter 3.62. If requested by City, Contractor shall promptly provide any documents and information required by City to verify Contractor's compliance. Contractor shall require applicable subcontractors to fully comply with all applicable requirements of Sacramento City Code chapter 3.62 and include these requirements in all subcontracts covered by Sacramento City Code chapter 3.62.

Contractor's violation of Sacramento City Code chapter 3.62 constitutes a material breach of this Contract, for which the City may terminate the Contract and pursue all available legal and equitable remedies.

9. **Local Business Enterprise Program.** The Local Business Enterprise Program Participation Requirements ("LBE Participation Requirements") are applicable to this Contract. A summary of

the requirements, entitled "LBE Participation Requirements," can be viewed at:

<https://www.cityofsacramento.org/Finance/Procurement/Contract-Ordinances>.

Contractor acknowledges and represents that Contractor has read and understands these requirements and shall fully comply with all applicable requirements of Sacramento City Code chapter 3.60. If requested by City, Contractor shall promptly provide any documents and information required by City to verify Contractor's compliance. Contractor shall require applicable subcontractors to fully comply with all applicable requirements of Sacramento City Code chapter 3.60 and include these requirements in all subcontracts covered by Sacramento City Code chapter 3.60.

Contractor's violation of Sacramento City Code chapter 3.60 constitutes a material breach of this Contract, for which the City may terminate the Contract and pursue all available legal and equitable remedies.

10. **Authority.** The person signing this Contract for Contractor represents and warrants that he or she has read, understands, and agrees to all the Contract terms and is fully authorized to sign this Contract on behalf of the Contractor and to bind the Contractor to the performance of the Contract's obligations.
11. **Terms of Sale.** The Contractor will supply and City of Sacramento will purchase Goods (being Quicklime CaO) on the Graymont Terms and Conditions of Sale attached as Attachment 1 to Exhibit A of this Contract, as amended by Section 13 hereto (the "Graymont Terms"). Notwithstanding anything else in this Contract, in the event of conflict between the terms and conditions of this Contract and the Graymont Terms, the Graymont Terms will prevail. For the purposes of this Contract, the City shall mean "Purchaser" and Contractor shall mean "Seller" under the Graymont Terms.

[Signature Pages Follow Exhibits]

EXHIBIT A
TECHNICAL SPECIFICATIONS

1. Representatives.

The CITY Representative for this Agreement is:

David Herrmann, Division Manager
Department of Utilities
301 Water Street, Sacramento, CA 95811
Phone: (916) 808-5652/Email: dherrmann@cityofsacramento.org

The CONTRACTOR Representative for this Agreement is:

Robert Freeman
Graymont Western US Inc.
585 W. Southridge Way, Sandy, UT 84070
Phone: (253) 428-6550/rfreeman@graymont.com

Unless otherwise provided in this Contract, all Contractor questions and correspondence pertaining to this Contract must be addressed to the City Representative. All City questions and correspondence must be addressed to the Contractor Representative.

- 2. Scope of Services.** Contractor shall provide Goods and Services to City as set forth in Attachment 1 to this Exhibit A.

- 3. Quantities.** The quantities stated in Attachment 1 to this Exhibit A or Exhibit B are only estimates of the City's requirements. Contractor shall furnish Goods at the prices quoted, in accordance with the City's available funds and actual needs as they occur throughout the term of this Contract.

The City is not required to purchase all of the Goods listed, or to expend all available funding reflected in Exhibits A or B.

- 4. Time of Performance.** The Goods described in this Contract shall be provided for **one (1) year**. The parties may, by mutual written agreement, extend this Contract for up to **four (4) additional one-year terms, for a maximum five-year (5) term**, provided that in such extension the parties may also amend the pricing, delivery, specifications and other terms of the Contract. Contractor shall provide the Goods in accordance with any schedule in Attachment 1 to this Exhibit A.

5. Delivery and Inspection.

- A. Delivery. Unless otherwise stated by the City in writing, delivery of Goods shall be made to the City address set forth in Exhibit A. All shipments are Free on Board (F.O.B.) destination with freight prepaid unless otherwise stated.

Contractor assumes full responsibility for all transportation scheduling and costs, including costs for containers, packing, handling, and insurance. The City reserves the right

to request and receive a copy of the freight bill of lading on all purchases shipped F.O.B. prepaid and added.

Time is of the essence in the delivery. If delivery cannot be made as specified in Exhibit A or as otherwise stated by the City, Contractor shall notify the City immediately to request instructions on how to proceed and shall not make delivery before receipt of instructions. Periods of performance may be extended if, in the sole judgment of the City, the cause of delay justifies an extension.

- B. Inspections: Goods will be inspected at the destination before acceptance by an authorized representative of the City for workmanship, appearance, and conformance to all other requirements of this Contract. The Goods shall be delivered to City free of any liens or encumbrances.

Notwithstanding the requirements for any City inspection and testing at the destination and except where specialized inspections or testing are specified for performance solely by the City, Contractor shall perform or have performed the inspections or tests required to substantiate that all Goods provided under the Contract conform to the specifications, and other Contract requirements.

- C. Deficiencies: If deficiencies in the Goods are discovered, Contractor shall correct and redeliver the Goods for re-inspection and acceptance. The period for payment and/or commencement of discount period (if applicable) does not begin until corrective action is complete. The cost of storing rejected Goods and the cost for shipping rejected Goods back to the Contractor or point of origin shall be paid by Contractor.
- D. Inspection of Facilities: If requested by the City, Contractor shall provide the City with an inspection tour of Contractor's facilities where any Goods will be designed, manufactured, or assembled by Contractor.

- 6. **Title/Risk of Loss.** Title, ownership, and risk of loss or damage of the Goods remains with the Contractor until the Goods are delivered to, inspected, and accepted by the City, except when the loss or damage is due to the sole negligence of the City.

EXHIBIT B

PAYMENT

1. **Contractor's Compensation.** The total of all fees paid to the Contractor for the provision of Goods as set forth in Exhibit A, including any authorized reimbursable expenses, shall not exceed the total sum of \$3,000,000.00 , The payments specified in this Exhibit B shall be the only payments made to Contractor unless the City approves a Supplemental Contract.
2. **Pricing.** Contractor shall be paid as set forth in Exhibit A or Attachment 1 to this Exhibit B and any applicable special provisions included in the request for bids or proposals. If there is a conflict between Exhibit A or Exhibit B and the Special Provisions, Exhibit A or Exhibit B controls.
3. **Contractor's Reimbursable Expenses.** "Reimbursable Expenses" are limited to actual expenditures of Contractor for expenses that are necessary for the proper satisfaction of the Contract and are only payable if specifically authorized in advance in writing by the City.
4. **Miscellaneous Charges.** No additional charges will be allowed unless specified in the Contract, including charges for transportation, fuel, containers, packing, or disposal.
5. **Price Adjustments for Goods.** Unless otherwise stated, prices are maximum for the term of the Contract. Price adjustments, if allowed under this Contract, must be requested in writing and accompanied by the required information to substantiate the request for price adjustment, as set forth in the Contract. Any allowable request for price adjustment must be delivered to the City at least 30 days before the adjusted prices become effective. No price adjustment allowable under this Contract will be granted retroactively. The City must also be given the benefit of any decline in prices. If any price increase is granted by the City, the increase shall not be greater than 3% from the prior year.
6. **Purchase Orders.** Unless otherwise stated, a purchase order will be issued to the Contractor on behalf of the City. Purchase orders will cite the quantity of Goods or Services requested, the purchase amount, and time of performance. If the time of performance of this Contract extends beyond the close of the City's fiscal year, another purchase order may be issued. No purchase order supersedes any provision of this Contract. Contractor shall not deliver Goods or provide Services until Contractor receives a purchase order or other written notification by the City.
7. **Payments to Contractor.** Contractor is responsible for supplying all documentation necessary to verify invoices to the City's satisfaction.
 - A. Payment terms are NET 30 days, unless the Contractor offers a prompt payment discount that was accepted by the City or as otherwise stated in this Contract. Any prompt payment discounts will be computed from the date of acceptance by the City, or from the date an invoice is received, whichever occurs later.
 - B. Invoices must be submitted to either of the addresses specified below.
 - (1) Email. Submit email invoices and any attachments to:
apinvoices@cityofsacramento.org

(2) Postal Mail. If emailing is not an option, mail to:

A/P Processing Center
City of Sacramento
915 I Street, Floor 4
Sacramento, CA 95814-2608

C. All invoices submitted by Contractor must contain the following information:

- (1) Job/Project Name
- (2) City's current Purchase Order Number
- (3) Contractor's Invoice Number
- (4) Date of Invoice Issuance
- (5) Work Order Number (if applicable)
- (6) City representative identified on the Purchase Order
- (7) Contractor's remit address
- (8) Itemized description of items billed under Invoice
- (9) Itemized description of all authorized Reimbursable Expenses
- (10) Itemized description of all applicable taxes (sales, use, excise, etc.)
- (11) Amount of Invoice (itemize all authorized Reimbursable Expenses)
- (12) Total Billed to Date under Contract (if applicable)

D. Items must be separated into Goods, Services, and Reimbursable Expenses. All applicable sales, use, excise, or similar taxes, including federal excise tax, must be itemized separately on the invoice. Invoices that do not conform to the format outlined above will be returned to Contractor for correction. CITY is not responsible for delays in payment to Contractor resulting from Contractor's failure to comply with the invoice format described above.

E. For Goods only, a bill of lading number and weight of shipment will be shown for shipments on the Government Bill of Lading.

F. Unless otherwise specified in this Contract, partial payments will not be made by the City and payment will not be due until the completion of the Goods order. No payment precludes the City's right to inspect. Requests for payment status should be addressed to the City Representative for this Contract.

8. **Additional Goods.** Additional Goods shall be provided only when a Supplemental Contract authorizing the Additional Goods is approved in writing by the City in accordance with the City's contract amendment procedures. The City reserves the right to perform any Additional Services with its own staff or to retain other contractors to perform the Additional Services.

9. **Billing Disputes.** The burden of proof shall be on the Contractor to establish the accuracy of its invoices. Upon presentation and verification of the information provided by Contractor, the City will review all records and make a final determination and present its finding to Contractor.

10. **Accounting Records of Contractor.** During performance of this Contract and for a period of three years after completion of performance, Contractor shall maintain all accounting and financial

records related to this Contract, in accordance with generally accepted accounting practices, including records of Contractor's costs for performance under this Contract and records of Contractor's Reimbursable Expenses. Contractor shall keep and make records available for inspection and audit by representatives of the City upon reasonable written notice.

- 11. Sales Tax Requirements.** The City is not exempt from paying sales tax. Sales tax must be shown on the invoice as a separate line item.
- 12. Use Tax Requirements.** On out-of-state purchases, Contractor shall list its Use Tax Permit Number (if applicable) on the invoice, which authorizes Contractor to charge and collect California Sales Tax. The Purchase Order will include sales tax, if applicable to the purchase, regardless of whether an out-of-state Contractor collects California State sales tax or not. The City shall pay Use Tax directly to the California Department of Tax and Fee Administration ("CDTFA") if the out-of-state Contractor is not required to collect California Sales Tax. During the performance of this Contract, Contractor, for itself, its assignees and successors in interest, agrees as follows:

 - A. Use Tax Direct Payment Permit: For all leases and purchases of tangible personal property used to perform the Contract and shipped from outside California, Contractor and any subcontractor(s) leasing or purchasing such tangible personal property shall obtain a Use Tax Direct Payment Permit from the CDTFA in accordance with the applicable CDTFA criteria and requirements.
 - B. Sellers Permit: For any construction contract and any construction subcontract in the amount of \$5,000,000 or more, Contractor and the subcontractor(s) shall obtain sellers permits from the CDTFA and shall register the jobsite as the place of business for the purpose of allocating local sales and use tax to the City. Contractor and its subcontractors shall remit the self-accrued use tax to the CDTFA and shall provide a copy of each remittance to the City.
 - C. The above provisions apply in all instances unless prohibited by the funding source for the Contract.
- 13. Excise Tax Requirements.** The City of Sacramento is exempt from the payment of Federal Excise Tax. An exemption certificate will be submitted to Contractor upon request. If Federal Excise Tax is applicable to the transaction, it must be so stated and excluded from the price.
- 14. Tax Payments.** Contractor shall pay, when and as due, any and all taxes incurred as a result of Contractor's compensation hereunder, including estimated taxes, and shall provide City with proof of the payment upon request. Contractor hereby agrees to indemnify City for any claims, losses, costs, fees, liabilities, damages or injuries suffered by City arising out of Contractor's breach of this section.

EXHIBIT C

INSURANCE

1. **Insurance Requirements.** During the entire term of this Contract, Contractor shall maintain the insurance coverage described in the Insurance Terms below. Full compensation for all premiums that Contractor is required to pay for the insurance coverage described herein shall be included in the compensation specified under this Contract. No additional compensation will be provided for Contractor's insurance premiums

Contractor's liability to the City is not in any way limited to or affected by the amount of insurance coverage required or carried by the Contractor in connection with this Contract.

2. **General Liability Minimum Scope and Limits of Insurance Coverage.** Commercial General Liability Insurance is required providing coverage at least as broad as ISO CGL Form 00 01 on an occurrence basis for bodily injury, including death, of one or more persons, property damage, and personal injury, arising out of activities performed by or on behalf of the Contractor and subcontractors, products and completed operations of Contractor and subcontractors, and premises owned, leased, or used by Contractor and subcontractors, with limits of not less than one million dollars (\$1,000,000) per occurrence. The policy shall provide contractual liability and products and completed operations coverage for the term of the policy.

The City, its officials, employees and volunteers shall be covered by policy terms or endorsement as additional insureds as respects general liability arising out of: activities performed by or on behalf of Contractor and subcontractors; products and completed operations of Contractor and subcontractors; and premises owned, leased, or used by Contractor and subcontractors.

3. **Automobile Liability Minimum Scope and Limits of Insurance Coverage.** (*Check the applicable provision.*)

 X Automobile Liability Insurance is required providing coverage at least as broad as ISO Form CA 00 01 for bodily injury, including death, of one or more persons, property damage and personal injury, with limits of not less than one million dollars (\$1,000,000) per occurrence. The policy shall provide coverage for owned, non-owned and/or hired autos as appropriate to the operations of the Contractor.

The City, its officials, employees and volunteers shall be covered by policy terms or endorsement as additional insureds as respects auto liability.

 No automobile liability insurance is required, and by signing this Contract, Contractor certifies as follows:

“Contractor certifies that a motor vehicle will not be used in the performance of any work or services under this agreement. If, however, Contractor does transport items under this Contract, or this Contract is amended to require any employees of Contractor to use a

vehicle to perform services under the Contract, Contractor understands that it must maintain and provide evidence of Automobile Liability Insurance providing coverage at least as broad as ISO Form CA 00 01 for bodily injury, including death, of one or more persons, property damage and personal injury, with limits of not less than one million dollars (\$1,000,000) per occurrence. The policy shall provide coverage for owned, non-owned and/or hired autos as appropriate to the operations of the Contractor."

4. **Excess Insurance.** The minimum limits of insurance required above may be satisfied by a combination of primary and umbrella or excess insurance coverage, provided that any umbrella or excess insurance contains, or is endorsed to contain, a provision that it will apply on a primary basis for the benefit of the City, and any insurance or self-insurance maintained by City, its officials, employees, or volunteers will be in excess of Contractor's umbrella or excess coverage and will not contribute to it.
5. **Workers' Compensation Minimum Scope and Limits of Insurance Coverage.** *(Check the applicable provision.)*

 X Workers' Compensation Insurance is required with statutory limits and Employers' Liability Insurance with limits of not less than one million dollars (\$1,000,000). The Workers' Compensation policy shall include a waiver of subrogation in favor of the City.

 No work or services will be performed on or at CITY facilities or CITY Property, therefore a Workers' Compensation waiver of subrogation in favor of the CITY is not required.

 No Workers' Compensation insurance is required, and by signing this Contract, Contractor certifies as follows:

"Contractor certifies that its business has no employees, and that it does not employ anyone, and is therefore exempt from the legal requirements to provide Workers' Compensation insurance. If, however, Contractor hires any employee during the term of this Contract, Contractor understands that Workers' Compensation with statutory limits and Employer's Liability Insurance with a limit of not less than one million dollars (\$1,000,000) is required. The Workers' Compensation policy will include a waiver of subrogation in favor of the City."

6. **Other Insurance Provisions.** The policies must contain, or be endorsed to contain, the following provisions:
- A. Contractor's insurance coverage, including excess insurance, shall be primary insurance as respects the City, its officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its officials, employees or volunteers will be in excess of Contractor's insurance and will not contribute with it.
 - B. Any failure to comply with reporting provisions of the policies will not affect coverage provided to the City, its officials, employees or volunteers.
 - C. Coverage shall state that Contractor's insurance applies separately to each insured

against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

- D. Contractor shall provide the City with 30 days written notice of cancellation or material change in the policy language or terms.

- 7. **Acceptability of Insurance.** Insurance must be placed with insurers with a Bests' rating of not less than A:VI. Self-insured retentions, policy terms or other variations that do not comply with the requirements of this Exhibit C must be declared to and approved by the City in writing before execution of this Contract.

8. **Verification of Coverage.**

- A. Contractor shall furnish City with certificates and required endorsements evidencing the insurance required. Certificates of insurance must be signed by an authorized representative of the insurance carrier. Copies of policies shall be delivered to the City Representative on demand.
- B. Contractor shall send all insurance certificates and endorsements, including policy renewals, during the term of this Contract directly to:

City of Sacramento
c/o Exigis LLC
PO Box 947
Murrieta, CA 92564

- C. Certificate Holder must be listed as:

City of Sacramento
c/o Exigis LLC
PO Box 947
Murrieta, CA 92564

- D. The City may withdraw its offer of Contract or cancel this Contract if the certificates of insurance and endorsements required have not been provided before execution of this Contract. The City may withhold payments to Contractor and/or cancel the Contract if the insurance is canceled or Contractor otherwise ceases to be insured as required herein.

- 9. **Subcontractor Insurance Coverage.** Contractor shall require and verify that all subcontractors maintain insurance coverage that meets the minimum scope and limits of insurance coverage specified in this Exhibit C.

EXHIBIT D

GENERAL CONDITIONS

1. Independent Contractor.

- A. It is understood and agreed that Contractor (including Contractor's employees) is an independent contractor and that no relationship of employer-employee exists between the parties hereto for any purpose whatsoever. Neither Contractor nor Contractor's assigned personnel will be entitled to any benefits payable to City employees. City is not required to make any deductions or withholdings from the compensation payable to Contractor under the provisions of this Contract, and Contractor will be issued a Form 1099 for its services hereunder. As an independent contractor, Contractor hereby agrees to indemnify and hold City harmless from any and all claims that may be made against City based upon any contention by any of Contractor's employees or by any third party, including any state or federal agency, that an employer-employee relationship or a substitute therefor exists for any purpose whatsoever by reason of this Contract or by reason of the nature and/or performance under this Contract.
- B. It is further understood and agreed by the parties that Contractor, in the performance of its obligations, is subject to the City's control and direction as to the designation of tasks to be performed and the results to be accomplished under this Contract, but not as to the means, methods, or sequence used by Contractor for accomplishing the results. To the extent that Contractor obtains permission to, and does, use City facilities, space, equipment or support services in the performance of this Contract, this use will be at the Contractor's sole discretion based on the Contractor's determination that the use will promote Contractor's efficiency and effectiveness. Except as may be specifically provided elsewhere in this Contract, the City does not require that Contractor use City facilities, equipment or support services or work in City locations in the performance of this Contract. As used in this Contract, "sole discretion" or "sole judgment" means that the party authorized to exercise its discretion or judgment may do so based on an unfettered assessment of its own interests, without considering how its decision affects the other party, and unconstrained by the implied covenant of good faith and fair dealing.
- C. If, in the performance of this Contract, any third persons are employed by Contractor, such persons will be entirely and exclusively under the direction, supervision, and control of Contractor. Except as otherwise provided in this Contract, all terms of employment, including hours, wages, working conditions, discipline, hiring, and discharging, or any other terms of employment or requirements of law, shall be determined by Contractor. It is further understood and agreed that Contractor will issue W-2 or 1099 Forms for income and employment tax purposes for all Contractor's assigned personnel and subcontractors.
- D. The provisions of this section will survive any expiration or termination of this Contract. Nothing in this Contract creates an exclusive relationship between City and Contractor. Contractor may represent, perform services for, or be employed by any additional persons or companies so long as Contractor does not violate the provisions of Section 5, below.

2. **Licenses; Permits, Etc.** Contractor represents and warrants that Contractor has, and shall maintain at all times during the term of this Contract at its sole cost and expense, all licenses, permits, qualifications, and approvals of any nature that are legally required for Contractor to practice its profession or fulfill the terms of this Contract, including a City Business Operations Tax Certificate and any required certification issued by the California Secretary of State.
3. **Time.** Time is of the essence in the performance of this Contract. Contractor shall devote the necessary time and effort to its performance under this Contract. Neither party will be considered in default of this Contract, to the extent that party's performance is prevented or delayed by any cause, present or future, that is beyond the reasonable control of that party.
4. **Contractor Not Agent.** Except as City may specify in writing, Contractor and Contractor's personnel have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Contractor and Contractor's personnel shall have no authority, express or implied, to bind City to any obligations whatsoever.
5. **Conflicts of Interest.** Contractor covenants that neither it, nor any officer or principal of its firm, has or will acquire any interest, directly or indirectly, that would conflict in any manner with the City's interests or that would in any way hinder Contractor's performance under this Contract. Contractor further covenants that in the performance of this Contract, no person having any such interest will be employed by it as an officer, employee, agent or subcontractor, without the City's written consent.

Contractor agrees to avoid conflicts of interest or the appearance of any conflicts of interest with the City's interests during the performance of this Contract. If Contractor is or employs a former officer or employee of the City, Contractor and any former City officer or employee shall comply with the provisions of Sacramento City Code Section 2.16.090 pertaining to appearances before the City Council or any City department, board, commission, or committee.

6. **Hazardous Substances.** "Hazardous Substances" means any substance, material, waste, or other pollutant or contaminant that is or becomes designated, classified, or regulated as hazardous or toxic under any law, regulation, rule, order, decree, or other governmental requirement now in effect or later enacted. If Contractor is shipping Hazardous Substances, Contractor must supply a Safety Data Sheet ("SDS") with the first shipment of Hazardous Substances to each City location receiving the Hazardous Substances. If the content of an SDS is revised, Contractor must provide a revised SDS to each City location receiving Hazardous Substances.
7. **Confidentiality of City Information.** During performance of this Contract, Contractor may gain access to and use City information regarding inventions, machinery, products, prices, apparatus, costs, discounts, future plans, business affairs, governmental affairs, processes, trade secrets, technical matters, systems, facilities, customer lists, product design, copyright, data, and other vital information (hereafter collectively referred to as "City Information") that are valuable, special and unique assets of the City.

Contractor agrees to protect all City Information and treat it as strictly confidential, and further agrees that Contractor shall not at any time, either directly or indirectly, divulge, disclose or

communicate in any manner any City Information to any third party without the City's prior written consent, provided that the Contractor may disclose City Information to any of its employees or agents as required for Contractor's performance under this Contract.

In addition, Contractor must comply with all City policies governing the use of the City network and technology systems, as set forth in applicable provisions of the City of Sacramento Administrative Policy Instructions # 30. A violation by Contractor of this section is a material violation of this Contract and shall justify legal and equitable relief.

8. Contractor Information.

- A. City shall have full ownership and control, including ownership of any copyrights, of all information prepared, produced, or provided by Contractor under this Contract. In this Contract, the term "information" means and includes: any and all work product, submittals, reports, plans, specifications, and other deliverables consisting of documents, writings, handwritings, typewriting, printing, photostatting, photographing, computer models, and any other computerized data and every other means of recording any form of information, communications, or representation, including letters, works, pictures, drawings, sounds, or symbols, or any combination thereof. Contractor shall not be responsible for any unauthorized modification or use of such information for other than its intended purpose by City.
- B. Contractor shall fully defend, indemnify and hold harmless City, its officers and employees, and each of them, from and against any and all claims, actions, lawsuits or other proceedings alleging that all or any part of the information prepared, produced, or provided by Contractor under this Contract infringes upon any third party's trademark, trade name, copyright, patent or other intellectual property rights. City shall make reasonable efforts to notify Contractor not later than ten days after City is served with any such claim, action, lawsuit or other proceeding. However, City's failure to provide notice within the ten-day period does not relieve Contractor of its obligations hereunder, which survive any termination or expiration of this Contract.
- C. All proprietary and other information received from Contractor by City, whether received in connection with Contractor's proposal to City or in connection with Contractor's performance, will be disclosed upon receipt of a request for disclosure, in accordance with the California Public Records Act; provided, however, that, if any information is set apart and clearly marked "trade secret" when it is provided to City, City shall give notice to Contractor of any request for the disclosure of such information and give Contractor an opportunity to object to the disclosure of such information or any portion of such information, as allowable by applicable law. The Contractor will then have five days from the date it receives notice to petition the court for a protective order to prevent the disclosure of the information. The Contractor shall have sole responsibility for defense of the actual "trade secret" designation of such information.
- D. The parties understand and agree that any failure by Contractor to respond to the notice provided by City and seek a protective order, in accordance with the provisions of subsection C, above, constitutes a complete waiver by Contractor of any rights regarding the information designated "trade secret" by Contractor, and the information will be disclosed by CITY in accordance with the Public Records Act.

9. **Notification of Material Changes in Business.** Contractor agrees that if it experiences any material changes in its business, including a reorganization, refinancing, restructuring, leveraged buyout, bankruptcy, name change, or loss of key personnel, it will immediately notify the City of the changes. Contractor also agrees to immediately notify the City of any condition that may jeopardize the scheduled delivery or fulfillment of Contractor's obligations to the City under this Contract.
10. **Standard of Performance.** Contractor shall perform in the manner and according to the standards currently observed by a competent practitioner of Contractor's profession in California and in compliance with all requirements of this Contract. All products that Contractor delivers to City under this Contract must be prepared in a professional manner and conform to the standards of quality normally observed by a person currently practicing in Contractor's profession.
- Contractor shall assign only competent personnel to perform on its behalf under this Contract. Contractor must notify the City in writing of any changes in Contractor's staff assigned to perform under this Contract, before any performance by the new staff member. If the City, in its sole discretion, determines that any person assigned by the Contractor to perform under this Contract is not performing in accordance with the standards required herein, City shall provide notice to Contractor. Contractor shall immediately remove the assigned person upon receipt of the notice.
11. **Performance or Different Terms and Conditions.** The City's subsequent performance will not be construed as either acceptance of additional or different terms and conditions or a counteroffer by the Contractor, nor will the City's subsequent performance be viewed as acceptance of any provision of the Uniform Commercial Code, as adopted by any State, that is contrary to the terms and conditions contained herein. Contractor's performance shall conform to the applicable requirements of the Sacramento City Charter, Sacramento City Code, and all applicable State and Federal laws, and all the requirements of this Contract. The California Commercial Code will apply except as otherwise provided in the Contract.
12. **Emergency/Declared Disaster Requirements.** If an emergency is declared by the City Manager, or if any portion of the City is declared a disaster area by the county, state or federal government, this Contract may be subjected to increased usage. The Contractor shall use commercially reasonable efforts to serve the City during a declared emergency or disaster, subject to the same terms and conditions that apply during non-emergency / non-disaster conditions. The pricing set forth in this Contract will apply, without mark-up, regardless of the circumstances. If the Contractor is unable to fulfill the terms of the Contract because of a disruption in its chain of supply or service, then the Contractor shall provide proof of the disruption. Acceptable forms of proof will include a letter or notice from the Contractor's source stating the reason for the disruption
13. **Term; Suspension; Termination.**
- A. This Contract is effective on the Effective Date and continues in effect for the period of performance as set out in Exhibit A, unless extended or sooner terminated as provided herein.
 - B. City shall have the right at any time to suspend Contractor's performance hereunder, in whole or in part, by giving a written notice of suspension to Contractor. Upon receipt of

such notice, Contractor shall immediately suspend its activities under this Contract, as specified in the notice.

- 14. Guarantee and Warranty.** Subject to Attachment 1 to Exhibit A, contractor assumes design responsibility and warrants the articles to be free from design defect and suitable for the purposes intended by City. If it is determined by the City that the Goods and Services do not meet the minimum requirements of this Contract, the Contractor shall correct the same at Contractor's sole expense.
- A. The Contractor agrees that the Goods and Services furnished under this Contract will be covered by the industry standard or better warranty.
 - B. Contractor further warrants that the Goods and Services furnished under this Contract will be covered by the most favorable commercial warranties the Contractor gives to any customer for the Goods and Services and that the rights and remedies provided herein are in addition to and do not limit any rights afforded to the City at law or equity, or by any other clause of this Contract.
 - C. Any additional warranties provided by law, including the warranty of merchantability and warranty of fitness for a particular purpose will remain in full force and effect and inure to the City's benefit. City reserves all rights and remedies provided by law for breach of any applicable warranty related to the Goods and Services.
 - D. City's inspections, approval, acceptance, or payment for all or part of any Goods and Services will in no way affect City's warranty rights.
- 15. Indemnity.**
- A. Indemnity: Subject to Attachment 1 to Exhibit A, contractor shall defend, hold harmless and indemnify City, its officers and employees, and each and every one of them, from and against all actions, damages, costs, liabilities, claims, demands, losses, judgments, penalties, costs and expenses of every type and description, whether arising on or off the site of the work or services performed under this Contract, including, any fees and costs reasonably incurred by City's staff attorneys or outside attorneys and any fees and expenses incurred in enforcing this provision (hereafter collectively referred to as "Liabilities"), including Liabilities for personal injury or death, damage to personal, real or intellectual property, damage to the environment, contractual or other economic damages, or regulatory penalties, arising out of or in any way connected with performance of or failure to perform this Contract by Contractor, any subcontractor (including lower-tier subcontractors) or agent of Contractor, their respective officers and employees, and anyone else for whose acts or omissions any of them may be liable, whether or not the Liabilities (1) are caused in part by a party indemnified hereunder, or (ii) are litigated, settled or reduced to judgment; provided that the foregoing indemnity does not apply to liability for any damages for death or bodily injury to persons, injury to property, or other loss, damage, or expense, to the extent arising from the active negligence or willful misconduct of, or defects in design furnished by City, its agents, servants, or independent contractors who are directly responsible to CITY, except when such agents, servants, or independent contractors are under the

supervision and control of Contractor or any subcontractor (including lower-tier subcontractors) or agent of Contractor.

- B. Insurance Policies; Intellectual Property Claims: The existence or acceptance by City of any of the insurance policies or coverages described in this Contract does not affect or limit any of City's rights under this section, nor do the limits of any insurance limit the liability of Contractor hereunder. This section will not apply to any intellectual property claims, actions, lawsuits or other proceedings subject to the provisions of section 8.B., above.
- C. Survival. The provisions of this section will survive any expiration or termination of this Contract.

16. Funding Availability.

- A. This Contract is subject to the budget and fiscal provisions of the Charter and the Sacramento City Code.
- B. The City's payment obligation under this Contract will not exceed the amount of funds appropriated and approved for this Contract by the Sacramento City Council.
- C. This Section shall govern over any other contrary provision of the Contract.

17. Equal Employment Opportunity. During the performance of this Contract, Contractor, for itself, its assignees and successors in interest, agrees as follows:

- A. Compliance With Regulations: Contractor shall comply with all state, local, and federal anti-discrimination laws and regulations, including the Executive Order 11246 entitled "Equal Opportunity in Federal Employment", as amended by Executive Order 11375, 12086, and 13672, and as supplemented in Department of Labor regulations (41 CFR Chapter 60), referred to collectively as the "Regulations."
- B. Nondiscrimination: Contractor, with regards to the work performed by it after award and before completion of the work under this Contract, shall not discriminate on the ground of race, color, religion, sex, national origin, age, marital status, physical handicap or sexual orientation in selection and retention of subcontractors, including procurement of materials and leases of equipment. Contractor shall not participate either directly or indirectly in discrimination prohibited by the Regulations.
- C. Solicitations for Subcontractors, Including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiations made by Contractor for work to be performed under any subcontract, including all procurement of materials or equipment, each potential subcontractor or supplier shall be notified by Contractor of Contractor's obligation under this Contract and the Regulations relative to nondiscrimination on the ground of race, color, religion, sex, national origin, age, marital status, physical handicap or sexual orientation.
- D. Information and Reports: Contractor shall provide all information and reports required by the Regulations, or by any orders or instructions issued pursuant thereto, and shall permit

access to its books, records, accounts, other sources of information and its facilities as may be determined by the City to be pertinent to ascertain compliance with the Regulations, orders and instructions. Where any information required of Contractor is in the exclusive possession of another who fails or refuses to furnish this information, Contractor shall so certify to the City, and shall set forth what efforts it has made to obtain the information.

- E. Sanctions for Noncompliance: In the event of noncompliance by Contractor with the nondiscrimination provisions of this Contract, the City shall impose any sanctions it determines are appropriate including:

- (1) Withholding of payments to Contractor under this Contract until Contractor complies;
- (2) Cancellation, termination, or suspension of this Contract, in whole or in part.

- F. Incorporation of Provisions: Contractor shall include the provisions of subsections A through E, above, in every subcontract, as reasonably practicable, including procurement of materials and leases of equipment, unless exempted by the Regulations, or by any order or instructions issued pursuant thereto. The City may direct Contractor to take specific actions to enforce these provisions, including sanctions for noncompliance; provided, however, that if Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, Contractor may request that the City join such litigation to protect the City's interests.

18. **Entire Agreement.** This Contract, including all Exhibits and documents referenced herein, contains the entire agreement between the parties and supersedes whatever oral or written understanding they may have had before the execution of this Contract. No alteration to the terms of this Contract shall be valid unless approved in writing by Contractor, and by City, in accordance with applicable provisions of the Sacramento City Code.
19. **Modification of Contract.** The Contractor shall take no direction from any City employee that changes the executed terms and conditions of the Contract, including the Exhibits hereto, or any change that impacts the cost, price, or schedule, before receiving a written, signed modification to the Contract.
20. **Severability.** If a court with jurisdiction rules that any portion of this Contract or its application to any person or circumstance is invalid or unenforceable, the remainder of this Contract will not be affected thereby and will remain valid and enforceable as written, to the greatest extent permitted by law.
21. **Waiver.** Neither the City's acceptance of, or payment for, any Goods or Services, nor any waiver by either party of any default, breach or condition precedent, will be construed as a waiver of any provision of this Contract, nor as a waiver of any other default, breach or condition precedent or any other right hereunder. No waiver will be effective unless it is in writing and signed by the waiving party.
22. **Governing Law.** This Contract shall be governed, construed and enforced in accordance with the laws of the State of California, except that the rule of interpretation in California Civil Code section 1654 will not apply. Venue of any litigation arising out of this Contract will lie exclusively

in the state trial court or Federal District Court located in Sacramento County in the State of California, and the parties consent to jurisdiction over their persons and over the subject matter of any such litigation in such courts, and consent to service of process issued by such courts.

- 23. Assignment Prohibited.** The expertise and experience of Contractor are material considerations for this Contract. CITY has a strong interest in the qualifications and capability of the persons and entities that will fulfill the obligations imposed on Contractor under this Agreement. In recognition of this interest, Contractor shall not assign any right or obligation pursuant to this Contract without the written consent of the City. Any attempted or purported assignment without City's written consent shall be void and of no effect.
- 24. Binding Effect.** This Contract is binding on the heirs, executors, administrators, successors and assigns of the parties, subject to the provisions of Section 24, above.
- 25. Compliance with Laws.** The Contractor shall be responsible for strict compliance with all applicable laws, regulations, court orders and other legal requirements applicable to the work to be accomplished under the Contract, including the California Occupational Safety and Health Act and all applicable safety orders issued by the Division of Occupational Safety and Health, Department of Industrial Relations, State of California, and all applicable requirements of Underwriters Laboratories and the Federal Communication Commission.
- 26. Debarment Certification**
- A. Pursuant to 2 CFR, Part 200, and applicable Executive Orders, the City is restricted in its ability to contract with certain parties that are debarred, suspended, or otherwise excluded or ineligible for participating in Federal assistance programs or activities. By signing this Agreement, CONTRACTOR warrants and certifies under penalty of perjury under the laws of the State of California that Contractor, including any owner, partner, director, officer, or principal of the CONTRACTOR, or any person in a position with management responsibility or responsibility for the administration of federal funds:
- (1) Is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department/agency;
 - (2) Has not within a three-year period preceding this certification been convicted of or had a civil judgment rendered against it for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public transaction or contract (federal, state, or local); violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, receiving stolen property, or other criminal felony;
 - (3) Is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (b) above; or
 - (4) Has not, within a three-year period preceding this certification, had one or more public contracts (federal, state, or local) or transactions terminated for cause or default.
 - (5) Has not been notified, within a three-year period preceding this certification, been notified of any delinquent Federal taxes in an amount that exceeds \$3,500 for which the

liability remains unsatisfied. Federal taxes are considered delinquent if the tax liability has been finally determined and the taxpayer is delinquent in making payment, as defined in Section 52.209-5 of the Federal Acquisition Regulations.

B. CONTRACTOR further warrants and certifies that it shall not knowingly enter into any transaction with any subcontractor, material supplier, or vendor who is debarred, suspended, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department/agency. Any exceptions to the warranties and certifications in this Section must be disclosed to the City.

C. Exceptions will not necessarily result in denial of recommendation for award, but will be considered in determining Contractor's responsibility. Disclosures must indicate to whom exceptions apply, the initiating agency, and dates of action.

D. City will review the Federal Government's System for Award Management Exclusions maintained by the General Services Administration for eligibility, prior to the execution of this Agreement. The CONTRACTOR shall provide immediate written notice to the City if, at any time prior to execution, the CONTRACTOR learns this certification is erroneous or has become erroneous by reason of changed circumstances. If it is later determined that the Contractor's warranties and certification in this Section were erroneous, the City may terminate this Agreement for default.

Schedule A



GRAYMONT

GRAYMONT

Terms and Conditions of Sale ("Terms")

1. **Purchase Documents:** These Terms apply to sales of lime or limestone products ("Product") by the applicable Graymont entity ("Seller" or "Graymont") to the applicable customer ("Purchaser") during the term of their supply arrangement, whether or not expressly referred to in each purchase order, invoice, or other document of purchase or delivery issued by Seller or Purchaser. By placing a purchase order with Seller, Purchaser accepts these Terms. Except for any Graymont communication (including Graymont customer portal terms and conditions), no condition, understanding or agreement purporting to modify or vary the terms of these Terms will be binding unless hereafter made in writing and signed by the party to be bound, and no modification will be affected by the acknowledgement or acceptance of purchase orders, invoices, or shipping instructions or other forms containing terms or conditions at variance with or in addition to those set forth herein.
2. **Price:** The Product price charged to Purchaser ("Price") is in short tons for United States customers and in metric tonnes for Canadian customers.
3. **Price Adjustments:** Seller reserves the option to review the current Price and implement adjustments to the Price as and when required, by providing at least 30 days' notice in advance of such changes taking effect.
4. **Taxes and other costs:** The Price is for the Product only and does not include: (i) unless otherwise communicated by Graymont, any costs associated with transporting Product from Seller's site; (ii) any applicable taxes; (iii) any fuel or energy surcharges; or (iv) any applicable demurrage, detention charges, and Sunday and holiday charges. Any such costs or charges referenced in this paragraph shall be charged by Seller to Purchaser and paid for by Purchaser.
5. **Production Costs Surcharge:** In addition to any other provision in these Terms relating to adjustments to the Price or surcharges, upon 15 days prior written notice to Purchaser, Seller may charge Purchaser a surcharge additional to the Price to account for increases in the cost of fuel and other energy sources used to produce the Product. Seller intends to base its determination of the surcharge on Producer Price Index for Bituminous Coal Underground Mining (PCU212112212112). This surcharge may be reviewed at the next occurrence of Price adjustments under these Terms. Notwithstanding the foregoing, Seller will not pass on to Purchaser any costs that result from the breach by Seller of any applicable laws, rules or regulations.
6. **Government Caused Costs:** In addition to any Price adjustments permitted by these Terms, the Price may be adjusted for any change in the cost to Seller of producing or supplying Product which change is attributable to any federal, provincial or local statute, regulation, order, standard or directive whether or not currently in force. Such change in cost will be assessed by Seller and reported to Purchaser on or after the effective date attributable to the government action or imposed by the applicable government agency and the Price will be changed as at the effective date of such change. Although it is not the intent of this paragraph to pass on changes in such things as income tax rates, it is intended to pass on such items as sales taxes, value added taxes, business transfer taxes, goods and services taxes, costs to comply with new environmental standards not existing at the time of entry into these Terms, royalties, severance taxes, or any other items resulting from acts of government (all levels) that impose a direct pre-income tax burden on Seller. Notwithstanding the foregoing, Seller will not pass on to Purchaser any costs which result from the breach by Seller of any applicable laws, rules or regulations.

7. **Payment Terms:** Purchaser must pay invoices net 30 days from the date of invoice. Seller reserves the right to review its assessment of Purchaser's creditworthiness and to adjust, in Seller's sole discretion, the terms of payment from time to time, including requesting payment security.
8. **Orders:** Purchaser must place orders for Product in Graymont's customer portal, at least 7 days in advance of the requested delivery date. Seller, in its sole discretion, may decline to fill, or may terminate, any order placed by Purchaser.
9. **Delivery:** Unless otherwise agreed with Purchaser, Seller will deliver the Product to the delivery point specified in an order on the specified delivery date(s). Seller may charge Purchaser for any costs incurred by Seller arising from any addition, cancellation or re-scheduling of an order that is received by Graymont's order desk after 3:00 pm, local time, on the day before the scheduled delivery date of an order.
10. **No Resale:** The Product sold under these Terms is for Purchaser's use only and Purchaser must not sell the Product to a third party.
11. **Weights:** Weights used for invoicing are those weights provided by Seller's facility scales, which will be regularly maintained and legally certified and open to verification by the Purchaser.
12. **Title and Risk of Loss:** Title to, and risk of loss of, the Product supplied pursuant to any order will pass from Seller to Purchaser when the Product is placed or unloaded, as applicable, at the delivery point specified in the order, or when payment for the Product is received by Seller, whichever is earlier.
13. **Force Majeure:** Purchases or acceptance of the Product may be delayed or suspended by Seller or Purchaser in the event of any circumstance not within the reasonable control of the party affected if and to the extent that (i) such circumstance, despite the exercise of reasonable diligence, cannot be, or be caused to be, prevented, avoided or removed by such party, and (ii) such circumstance materially and adversely affects the ability of the party to perform its obligations hereunder (other than the obligation to pay a sum of money), and such party has taken all reasonable precautions, due care and reasonable alternative measures in order to avoid the effect of such event on the party's ability to perform its obligations to the other and to mitigate the consequences thereof ("**Force Majeure**"). Examples of events that may give rise to Force Majeure include: Acts of God, epidemic, pandemic, war, riot, fire, explosion, accident, flood, sabotage, inability to obtain fuel, power, raw material, labor, containers or transportation; governmental laws, regulations, orders or actions, including but not limited to sanctions; breakage or failure of machinery or apparatus, suspension of operations by Purchaser or Seller due to economic reasons; national defense requirements. Despite the foregoing, neither party will be obliged to settle any strike, lock out, work stoppage, labor dispute or such other industrial action by its employees. The party affected by Force Majeure must promptly notify the other of Force Majeure and its anticipated duration and must use reasonable efforts to end Force Majeure as soon as possible.
14. **Warranty and Liability:** The Seller makes no warranty of the merchantability, use, quality, fitness or otherwise, whether expressed or implied, arising in contract, in tort, in equity, under statute or as a result of any other form of action or source of liability, other than that the Product's typical analysis is as described in any Technical Data Sheet provided by Seller. The above contains the only warranty of Seller to the extent permitted by applicable law. Seller's liability for any order of Product is limited to the amount paid by Purchaser for such order. Purchaser agrees to inspect the Product supplied hereunder promptly after delivery and to give notice in writing to Seller of any claim within two (2) weeks after the date of delivery. Notwithstanding any other term to

the contrary no party will be liable to the other party for any loss of use or loss of opportunity or for any consequential, incidental, punitive or special damages arising out of or in connection with the supply of Product by Seller to Purchaser.

15. **Indemnities:** Purchaser will indemnify and save harmless Seller from and against all claims, actions, losses, expenses, costs or damages of every nature and kind (including reasonable legal fees) which Seller may suffer as a result of a breach of these Terms by Purchaser or the negligence of Purchaser in connection with any order. Seller will indemnify and save harmless Purchaser from and against all claims, actions, losses, expenses, costs or damages of every nature and kind (including reasonable legal fees) which Purchaser may suffer as a result of a breach of these Terms by Seller or the negligence of Seller in connection with any order.
16. **Confidentiality:** Purchaser agrees to notify the Seller promptly of any requests or demands by subpoena, discovery request, the California Public Records Act, or otherwise, for disclosure of any confidential information provided to one another. If the Purchaser is legally compelled to disclose any confidential information to outside parties, the following procedures shall be followed:
 - a. The Purchaser shall initially determine whether the requested or demanded confidential information can be protected pursuant to law.
 - b. If, in the opinion of the Purchaser, the requested or demanded confidential information is not exempt from disclosure, that Party shall promptly notify the Seller. The Seller shall have the right to seek a protective order that may be based upon a privilege that the Purchaser might hold.
 - c. If such an order is sought, the Purchaser will refrain, to the extent provided by law, from disclosing the requested or demanded confidential information until such time as a final disclosure agreement or judicial determination is made concerning the request or demand. The costs and expenses for seeking a protective order shall be borne solely by the party or parties opposing the request or demand.
17. **Governing Law and Dispute Resolution:** The parties agree that the validity, interpretation and performance of these Terms will be governed by the laws of the Province (Canada) or State (United States) from which Seller supplies the Product. All disputes arising out of or in connection with these Terms, or in respect of any legal relationship associated therewith or derived therefrom, will be referred to and finally resolved by confidential, binding arbitration.
18. **Assignment:** Purchaser may not assign or transfer its rights under these Terms without the prior written consent of Seller.
19. **Binding Effect:** These Terms will be binding on the successors and assigns of Purchaser and Seller.
20. **Language:** The parties have expressly requested that these Terms and any notices relating hereto be drafted in the English language. *Les parties aux présentes ont expressément exigé que la présente entente ainsi que les avis s'y rapportant soient rédigés en anglais.*



Lime and Limestone products

Western Region Office, 3950 South 700 East, Suite 301, Salt Lake City, UT 84107, U.S.A. 1 801 262-3942

HIGH CALCIUM QUICKLIME

Nominal size: 3/8" – 1/8"

Cricket Mountain Plant – Delta, Utah

PRODUCT DESCRIPTION

A white porous solid obtained by the calcination of high-purity limestone (CaCO_3) and composed essentially of calcium oxide (CaO).

TYPICAL CHEMICAL PROPERTIES

(ASTM C25, C1271, C1301)

Total Calcium Oxide (CaO) (%)	95.5
Available Calcium Oxide (CaO) (%)	92.9
Magnesium Oxide (MgO) (%)	1.3
Silica (SiO_2) (%)	1.7
Ferric Oxide (Fe_2O_3) (%)	0.2
Alumina (Al_2O_3) (%)	0.5
Manganese Oxide (MnO) (ppm)	< 50
Total Sulfur (S) (%)	0.02
Loss on ignition (%)	1.3
Calcium Carbonate (CaCO_3) (%)	1.8

TYPICAL PHYSICAL PROPERTIES

(ASTM C110, AWWA B202)

Bulk Density	
▲ Loose / Packed, (kg/m^3)	945 – 1057
▲ Loose / Packed, (lb/ft^3)	59 – 66
Slaking Rate	
▲ Temperature Rise in 30 sec ($^{\circ}\text{C}$)	38
▲ Temperature Rise in 3 min ($^{\circ}\text{C}$)	52
▲ Total Temperature Rise ($^{\circ}\text{C}$)	53
▲ Total Active Slaking Time (min)	4.1

CLASSICAL REFERENCE DATA

(CRC Handbook of Chemistry and Physics)

Specific Gravity	3.25 – 3.38
Solubility in Water (10 $^{\circ}\text{C}$) (g/l)	1.31
pH (saturated solution) (25 $^{\circ}\text{C}$)	12.454
Melting point ($^{\circ}\text{C}$)	2613
Hardness (Mohs)	2 – 3
Specific Heat (0 $^{\circ}\text{C}$) ($\text{cal/g}^{\circ}\text{C}$)	0.17
Heat of solution (cal/g)	844 – 847

SIZE DISTRIBUTION

(ASTM MNL32)

Sieve (mm)	Sieve (U.S.A.)	% Passing
19.0	3/4"	100
12.5	1/2"	100
9.5	3/8"	93
6.3	1/4"	42
3.15	1/8"	9
0.850	No. 20	4



ANSI / NSF 60
DRINKING WATER TREATMENT ADDITIVES
< 8 N 63 >

MAXIMUM USE LEVEL: 500 mg/l.

Meets the AWWA standard B202-19

NOTICE

The test data herein is based on average results on production samples. Product shipments are subject to normal variation. Accordingly, test data cannot be taken as establishing maximum or minimum specifications. Product Code: 1105 (Bulk)

SCOPE OF WORK

The City of Sacramento, Department of Utilities is entering an agreement to purchase Quicklime for use in the City's water treatment plants.

PLACEMENT OF ORDERS/DELIVERIES

Each order of quicklime will be placed for a quantity of 25 tons or more. The quantity specified on the bid sheet is for the purpose of comparing bids and may be increased or decreased by the City as its water treatment needs require.

Deliveries shall be made within three (3) working days after receipt of the order at any time during the contract period. Deliveries shall be made Monday through Friday between 7:00a.m. and 1:00 p.m., during which time the City will provide personnel to monitor the unloading of the quicklime from the delivery truck to the receiving storage. Unless otherwise directed, failure to observe this time constraint may result in a delay of the unloading to the following day, at no additional cost to the City.

DELIVERY LOCATIONS

Sacramento River Water Treatment Plant
(SRWTP)
301 Water Street
Sacramento, CA 95811

E.A. Fairbairn Water Treatment Plant
(EAFWTP)
7501 College Town Drive
Sacramento, CA 95826

Quicklime shall be delivered in covered, tight, hopper type trucks equipped to blow quicklime into above grade bins.

EMERGENCY DELIVERIES

Due to weather events, the City may require emergency deliveries on weekends and holidays from time to time. Contractor shall provide an after-hours contact and phone number. Orders shall be placed with as much notice to the Contractor as possible and Contractor shall make every practicable effort to deliver product as needed.

DELIVERY DOCUMENTATION AND PROTOCOL

The carrier will provide a list of drivers to City of Sacramento staff prior to delivery. Upon arrival, drivers will present photo identification for verification by City of Sacramento Water Treatment Plant personnel.

PAYMENT

All Invoices under this Agreement shall be submitted to the City by Contractor and shall contain the following information at a minimum:

- (1) Name of contractor and remit to address
- (2) Invoice number and date
- (3) Contractors Order number
- (4) City's Contract or Purchase Order number
- (5) Name of person placing order
- (6) Description of Item
- (7) Quantity of Item
- (8) Item and invoice amounts

Requests for payment shall be sent to:

A/P Processing Center
City of Sacramento
915 I ST FL 4
Sacramento, CA 95814-2608

OR

Email – Email your invoice and any attachments to: apinvoices@cityofsacramento.org

SALES TAX

Sales tax is not applicable as this product is used in the production and purification of potable water for resale, California Resale Permit Number SYKH98-021076.

SAFETY PROCEDURES & PROGRAM

Bidders shall supply copies of their safety procedures and/or program as part of the bid package. All services and/or products must comply with current California State Division of Industrial Safety Orders and Cal/OSHA At a minimum, we would like information on the following pieces of your safety procedures/program:

- Any training specific to the Chemical material being provided
- Injury & Illness Prevention Program (IIPP)
- Hazard Communication Program and/or training
- Hazardous Materials Program and/or training
- Hazardous Material Spills Program and/or training if separate from Hazardous Materials

SECURITY PROCEDURES

Contractor shall provide the City with driver names and licenses of all delivery drivers involved with the supply of Quicklime to the City with names imposed. Contractor shall send the City updated information within 24 hours of any change to its drivers. The City of Sacramento shall verify whether a driver is an employee of the Contractor.

Contractor's drivers shall display their driver's license whenever asked by a City of Sacramento representative during the delivery. Failure to show proper license or failure of driver to be listed in the driver information provided to the City may result in rejection of delivery and could result in termination of the Contractor's supply agreement.



REQUEST FOR BIDS – SUPPLIES (\$250,000 or Greater)

Request for Bids No.	RFB# B25141111401	
Project Name:	Purchase of Quicklime	
Questions due by:	1/15/2025	2:00 PM PST
Bid Due By:	1/22/2025	2:00 PM PST
Estimated Week of Award Notification:	January 2025	
Estimated Week of Contract Award:	March 2025	

PRE-BID CONFERENCE MEETING

☒ No

☐ Yes, attendance is optional **-OR-** ☐ Yes, attendance is MANDATORY

NOTE: Bids from bidders who do not attend a MANDATORY pre-bid meeting shall be deemed non-responsive.

Date:	
Time:	
Location site name:	
Address:	
Bldg./Floor/Room:	
City:	
Link for virtual meeting:	

PUBLIC BID OPENING

A Public bid opening will be held as soon as practicable after the submission deadline. Prospective bidders are invited to attend the public opening. Details about the public opening are as follows:

Bid Opening Date:	Wednesday, January 22, 2025
Bid Opening Time	As soon as practical after 2:00 PM PST
Location site name:	Zoom virtual meeting
Address:	
Bldg./Floor/Room:	
City:	
Link for virtual meeting:	https://cityofsacramento-org.zoom.us/j/93077455918

Note: The City of Sacramento reserves the right to modify the dates and other criteria listed at its sole discretion. Prospective bidders will be notified of any significant changes by addendum issued via the City of Sacramento's online bid portal. All information submitted in or in connection with a bid is submitted under penalty of perjury. The City shall have the right to terminate at any time any Contract awarded pursuant to a bid that contains false information. The return of a signed copy of this bid solicitation shall constitute a promise to supply in accordance with terms and conditions shown herein. All bid submissions become public record.

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Attachments

Attachment 1 – Bid Signature Page

Attachment 2 – Payment Discount

Attachment 3 – Pricing Schedule

Attachment 4 – Equal Benefits Ordinance Declaration of Compliance

Attachment 5 – Local Business Sales/Use Tax Deduction

1. SCOPE OF WORK

1.1 Introduction

The City of Sacramento, Department of Utilities

is soliciting bids to: purchase Quicklime for use in the City's water treatment plants.

The Services described in this Contract shall be provided for one (1) year. The City may extend this Contract for up to four (4) additional one-year terms, for a maximum five-year term.

1.2 Technical Specifications

CHEMICAL AND PHYSICAL PROPERTIES

The Contractor shall furnish the Quicklime (CaO) ~~in accordance with these specifications~~ which upon delivery will be as described in the Technical Data Sheet provided by the bidder as Schedule B hereto.

~~The Quicklime supplied shall be in accordance with ANSI/AWWA Standard B202 latest version, except as modified or supplemented herein. The quicklime shall contain a minimum of 90% available calcium oxide. The manufacturer or supplier shall provide an affidavit that the quicklime furnished under this specification complies with all applicable requirements of ANSI/AWWA Standard B202 latest version at the time of delivery.~~

~~Also, the material shall be certified as suitable for contact with or treatment of drinking water by an accredited certification organization in accordance with NSF/ANSI Standard 60, Drinking Water Treatment Chemicals – Health Effects.~~

~~The Quicklime supplied under this specification shall meet the following requirements:~~

- ~~1. The test for available calcium oxide shall be made in accordance with ASTM C25, Standard Methods of Chemical Analysis of Limestone, Quicklime and Hydrated Lime available from ASTM International, 100 Barr Harbor Dr., P.O. Box C700, West Conshohocken, PA 19428.~~
- ~~2. The size as determined by physical analysis shall be 1/8" by 3/8". On average, 100% shall pass through a 1/2" mesh sieve; 65%, plus or minus 10% shall pass through a 1/4" mesh sieve; 25%, plus or minus 5% shall pass through a 1/8" mesh sieve; 7%, plus or minus 3%, shall pass through a #12 mesh sieve; and less than 7% shall pass through a #20 mesh sieve.~~
- ~~3. Quicklime shall contain not less than 90% available calcium oxide (CaO). Minimum temperature rise slaking shall be not less than 40°C in 3 minutes. The quantity of insoluble material in quicklime shall not exceed 2.5%.~~
- ~~4. The quicklime shall be of the quality known as "quick slaking" and shall slake satisfactorily, readily disintegrating into a suspension of finely divided material without the production of objectionable amounts of undissolved or unslaked material in the slaker. The quicklime will slake without objectionable amounts of insoluble material.~~

~~Each load supplied under this bid shall meet the following criteria:~~

Product Standards	ANSI/AWWA B202-Latest Version
Product Certification	NSF/ANSI 60 Drinking Water Treatment Chemicals
Contaminants	The quicklime supplied under this specification shall contain no soluble material or organic substances in quantities capable of producing deleterious or injurious effects on the health of those consuming water that has been treated properly with the quicklime.

~~Failure to meet these requirements shall constitute a basis for rejection, at the option of the City, if confirmed by retest by the consignor or an acceptable recognized expert. If so rejected, consignor shall remove the material from the premises of the City without charge. The City may, in lieu of rejection and at its option, agree to a price adjustment for the material.~~

TEST FOR INSOLUBLE MATERIAL

Transfer 100g of the gross sample to a porcelain casserole of 600-800 ml capacity (measuring 5.5" in diameter and 3" in depth), which contains 400 ml of tap water. Add the lime gradually, with continual stirring, and avoiding spattering. Stirring should not be vigorous enough to pulverize brittle material. The relatively gentle action of a magnetic stirrer operated at low speed has been found to produce excessive fines. Stirring throughout the procedure should be manual and minimal. Stir until there are no lumps and a smooth paste is formed. Add tap water to the casserole to within a 1/2" of the top. Stir, allow to settle for 10 seconds, and carefully decant about half of the suspension. Repeat this operation of washing and decanting until the residue can be seen in the bottom of the casserole. When the last water has been decanted, add 250 ml of 10% muriatic acid, loosening any deposits on the walls of the casserole with the aid of a stirring rod. Carefully decant most of the acid solution, being certain not to lose any of the residue. Add sufficient muriatic acid to ensure a minimum of 10% excess and allow to stand for 30 minutes. Material which has not dissolved may be regarded as insoluble. Decant the acid solution, wash twice with tap water, and once with distilled water. Dry the residue and, making necessary transfers with the aid of a camel's hairbrush, weigh to the nearest milligram.

The test for available calcium oxide shall be in accordance with Section 5.3 of ANSI/AWWA B202-latest version and Addendum B202a-97. The precision of the determination will depend in part on the state of subdivision of the insoluble material. The precision of the determination is about 10%. This determination is most conveniently performed on the part resulting from the slaking test.

SDS, ANALYSIS DATA AND CERTIFICATION

Bidders shall supply the Safety Data Sheet, an analysis of the Quicklime, the manufacturer's specification sheet, and the manufacturer's labeling instructions as part of the bid package together with the location of the manufacturer's plant site. Bidders shall also supply proof with each shipment that the proposed product has been certified as suitable for contact with or treatment of drinking water by an accredited certification organization in accordance with NSF/ANSI 60, Drinking Water Treatment Chemicals – Health Effects.

It is the responsibility of the supplier to inform the City of Sacramento that NSF or UL certification has been revoked or lapsed within 24 hours of the time the supplier receives verbal or written notification. Loss of certification shall constitute sufficient grounds for immediate termination of the contract between City of Sacramento and Contractor.

PLACEMENT OF ORDERS/DELIVERIES

Each order of quicklime will be placed for a quantity of 25 tons or more. The quantity specified on the bid sheet is for the purpose of comparing bids, and may be increased or decreased, by the City as its water treatment needs require.

Deliveries shall be made within three (3) working days after receipt of the order at any time during the contract period. Deliveries shall be made Monday through Friday between 7:00a.m. and 1:00 p.m., during which time the City will provide personnel to monitor the unloading of the quicklime from the delivery truck to the receiving storage. Unless otherwise directed, failure to observe this time constraint may result in a delay of the unloading to the following day, at no additional cost to the City.

DELIVERY LOCATIONS

Sacramento River Water Treatment Plant
(SRWTP)
301 Water Street
Sacramento, CA 95811

E.A. Fairbairn Water Treatment Plant
(EAFWTP)
7501 College Town Drive
Sacramento, CA 95826

Quicklime shall be delivered in covered, tight, hopper type trucks equipped to blow quicklime into above grade bins.

EMERGENCY DELIVERIES

Due to weather events, the City may require emergency deliveries on weekends and holidays from time to time. Contractor shall provide an after-hours contact and phone number. Orders shall be placed with as much notice to the Contractor as possible and Contractor shall make every practicable effort to deliver product as needed.

DELIVERY DOCUMENTATION AND PROTOCOL

The City of Sacramento delivery sites listed require an email from the Quicklime supplier the day of delivery, at least an hour prior to arrival. Information listed below shall be emailed to the delivery facility contacts listed below prior to delivery. The email must contain the following information;

1. Security Information Sheet (Must include the following)
 - Delivery Location
 - Driver Information
 - Estimated Time of Arrival
 - Bill of Lading Number
 - Truck Number
 - License Number
2. Driver Identification with photo

Prior to arrival vendor will present the above information for verification by City of Sacramento Water Treatment Plant personnel.

SAMPLES

Prior to the award of the contract, the City may require that samples be submitted for evaluation and/or testing. The samples provided by the Contractor shall represent the exact items and/or products bid and to be supplied.

Samples must be received within 5 working days of the request for pre-award samples. Failure to satisfy any of the City's requirements and/or specifications may result in the rejection of the bid.

Prior to Contractor unloading materials, the City may perform quick tests and sample analysis to verify that the items and/or products supplied meet the requirements of this specification. The total gross sample taken shall not exceed 10 qt (9.5 L). The Contractor or its subcontractors shall allow 45 minutes for this pre-unloading testing to be completed. If the City cannot complete the testing within the 45-minute period, the City shall allow the Contractor to unload the shipment. In the event that the load is rejected based upon test results, the Contractor shall have twenty-four (24) hours to supply another shipment. If the Contractor is unable or unwilling to supply another shipment within this time-period, the City has the right to procure a shipment from another source. Two rejections of a lot or shipment in any twelve (12) month period shall constitute automatic termination of the Contractor's supply contract with the City of Sacramento.

At any time after unloading, the City reserves the right to perform complete tests and sample analysis to ensure that the items and/or products supplied meet the Environmental Protection Agency (EPA) specifications, ANSI/AWWA B300-latest version specifications, and the supplemental specifications provided within this document. A combination of two failures to comply with these specifications, whether from shipment rejections as outlined above or from failure to meet specifications after a complete laboratory analysis may result in termination of the Contractor's supply contract with the City of Sacramento.

NOTICE OF NON-CONFORMANCE

~~If the material or its container does not meet the chemical, physical, or safety requirements of the industry and regulatory standards and the City's specifications, notice shall be given to the supplier immediately after observing said non-compliance; but in any case, within 30 days of receipt of shipment. In this event, supplier shall remove the unsuitable product or container from the premises of the purchaser at the City's request and replace it with a like amount of satisfactory liquid chlorine in an acceptable container; or, if there is an appropriate and safe solution for the problem, a price adjustment may be agreed upon between the supplier and the City.~~

PAYMENT

If the material or its container does not meet the chemical, physical, or safety requirements of the industry and regulatory standards, or is not materially as described in the Technical Data Sheet provided by the bidder as Schedule B hereto notice shall be given to the supplier immediately after observing said non-compliance; but in any case, within 30-days 2 weeks of receipt of shipment.

All Invoices under this Agreement shall be submitted to the City by Contractor and shall contain the following information at a minimum:

- (1) Name of contractor and remit to address
- (2) Invoice number and date
- (3) Contractors Order number
- (4) City's Contract or Purchase Order number
- (5) Name of person placing order
 - (6) Description of Item
 - (7) Quantity of Item
 - (8) Item and invoice amounts

Requests for payment shall be sent to:

A/P Processing Center
 City of Sacramento
 915 I ST FL 4
 Sacramento, CA 95814-2608

OR

Email – Email your invoice and any attachments to: apinvoices@cityofsacramento.org

SALES TAX

Sales tax is not applicable as this product is used in the production and purification of potable water for resale, California Resale Permit Number SYKH98-021076.

SAFETY PROCEDURES & PROGRAM

Bidders shall supply copies of their safety procedures and/or program as part of the bid package. All services and/or products must comply with current California State Division of Industrial Safety Orders and Cal/OSHA. At a minimum, we would like information on the following pieces of your safety procedures/program:

- Any training specific to the Chemical material being provided
- Injury & Illness Prevention Program (IIPP)
- Hazard Communication Program and/or training
- Hazardous Materials Program and/or training
- Hazardous Material Spills Program and/or training if separate from Hazardous Materials

As part of its Emergency Preparedness Planning and Spill Response Plan, the successful bidder, upon award, shall submit a list of at least two degreed engineers (preferably Chemical Engineers) experienced in Quicklime operations to provide emergency support services on a 24/7 basis in the event of a spill, equipment failure, or other emergency. List shall include the following information for each engineer: name, a 24-hour access phone number, degree received, college or university attended, and year of graduation. Failure to submit this list including all required information or failure to adhere to this requirement may result in the bid being found non-responsive.

All delivery vehicle drivers shall be U.S. citizens and have a proper commercial driver's license with a Hazardous Material endorsement.

SECURITY PROCEDURES

Contractor shall provide the City with a "thumb drive" containing digital photographs of all delivery drivers with names imposed. Contractor shall send the City an updated thumb drive within 24 hours of any change to its drivers. The City of Sacramento shall use the thumb drive to verify whether a driver is an employee of the Contractor.

Contractor's drivers shall display their driver's license whenever asked by a City of Sacramento representative during the delivery. Failure to show proper license or failure of driver to be listed on thumb drive provided to the City may result in rejection of delivery and could result in termination of the Contractor's supply agreement.

2. CURRENT CONDITIONS

2.1 About the City of Sacramento

Founded in 1849, the City of Sacramento is the oldest incorporated city in California and is the capital city of California. It has a population of over 500,000. Sacramento is a progressive City with great pride in its ethnic and cultural diversity, concern for environmental and social issues, and emphasis on quality in the provision of governmental services. Sacramento is a Charter City, which operates under a City Council Manager form of government. It has an annual budget of \$1.6 billion and approximately 5,000 full-time equivalent positions.

2.2 Current Project Conditions

The current supplier of Quicklime is Graymont Western US Inc. with an agreement in the amount of \$240,000.00.

3. BID SUBMISSION

Bid submissions **must** be received by the deadline stated on this RFB. **Late bids will not be accepted.** No bid is complete until the following instructions are fully complied with:

3.1 Submission Information

Bids must be submitted on the required printed forms and sealed in an appropriate envelope or package. Bid submission envelopes/packages shall exhibit **the City's Bid Number, Bid Name, and shall also include the vendor's name and address printed on the outside of the envelope/package.**

Hard copies must be submitted to:

Office of the City Clerk
915 I St, 5th Fl Clerk's Office
Sacramento, CA 95814

Bid submissions **must** be received by the deadline stated on this RFB. **Late bids will not be accepted.**

3.2 Bid Document Requirements

The following items are required to be submitted with bid package in order to be considered for contract award:

- ☒ Attachment 1 - Bid Signature Page
- ☒ Attachment 2 – Payment Discount
- ☒ Attachment 3 – Pricing Schedule
- ☒ Attachment 4 – Equal Benefits Ordinance Declaration of Compliance
- ☒ Attachment 5 - Local Business Sales/Use Tax Deduction

3.3 Bid SecurityBid security is: ☐ Required ☒ Not Required

If required, bid security approved by the City must accompany the bid, in the amount of N/A % of the total amount of the bid. Bid security can be in the form of a cashier's check, certified check, or a bid bond from a surety company authorized to do business in the State of California. Bid securities will be returned to all except the three lowest bidders within ten days after the opening of all bids. The bid security of the two unsuccessful contractors will be returned after the successful contractor has executed the contract. Bid security of the successful contractor will be returned when the contract is signed and all other contract award requirements have been met.

3.4 Performance BondPerformance Bond is: ☐ Required ☒ Not Required

If required, a performance bond approved by the City must be submitted by the successful bidder within ten days of the notification of the intent to award, in the amount of N/A % of the total amount of the bid. The performance bond can be in the form of a cashier's check, certified check, or a bid bond from a surety company authorized to do business in the State of California. Such bond shall be approved as to form by the City Attorney.

3.5 Certificate of Insurance

Successful bidders are REQUIRED to submit the necessary certificate(s) of insurance as called for in the contract's General Provisions prior to award of the contract.

3.6 Business Operations Tax Certificate

Chapter 3.08 of the Sacramento City Code requires that anyone conducting business in the City of Sacramento obtain a **Business Operations Tax Certificate** and pay the applicable tax if necessary. Successful bidders will be REQUIRED to show compliance with this requirement prior to award of the contract.

To obtain information about the Business Operation Tax Certificate, contact the City of Sacramento Revenue Division at (916) 808-8500 or visit: <http://www.cityofsacramento.org/Finance/Revenue/Business-Operation-Tax>

4. APPLICABLE ORDINANCES AND PROGRAMS

4.1 Equal Benefits Ordinance ("EBO") Requirements

The City of Sacramento Non-Discrimination in Employee Benefits Code, codified as Sacramento City Code Chapter 3.54, prohibits City Contractors from discriminating in the provision of employee benefits between employees with spouses and employees with domestic partners, and between the spouses and domestic partners of employees. The City of Sacramento's EBO packet, FAQ's and City Code Chapter 3.54 is available at <http://cityofsacramento.org/Finance/Procurement/Contract-Ordinances>

4.2 Local Business Sales/Use Tax Deductions

The Sacramento City Code requires the City to identify those bids that are subject to the City's local sales or use tax under the provisions of Part 1.5 of Division 2 of the California Revenue and Taxation Code and Chapter 3.24 of the Sacramento City Code. The lowest responsible bidder shall be determined after the amount of local sales or use tax that would be received by the City is deducted from such bids. The current rate at which such local sales or use tax is received by the City is one percent (1%). **Therefore, in evaluating bids to determine the lowest responsible bidder, bids that are subject to this tax at the time of bid opening shall have an amount equal to one percent (1%) of the taxable total deducted from the bids.** This deduction shall be in addition to the application of any bid price preferences or other deductions authorized by the City Code. Such deductions shall be made for bid evaluation purposes only. Contract awards shall be made at the actual bid amount. Any contracts which will be federally funded may not consider local business sales/use tax deductions when evaluating bids.

4.3 SB 1383

☐ Goods/services being requested on this solicitation qualify as Recovered Organic Materials and **will be subject to reporting requirements outlined in SB 1383.**

-or-

☒ SB 1383 requirements are **NOT APPLICABLE** to this solicitation.

Beginning January 1, 2022, SB 1383 requires cities and counties to procure annually a quantity of recovered organic waste products to meet their annual procurement target. These procurement requirements will strengthen California's green, self-sustaining economy. CalRecycle assigns an annual procurement target to each jurisdiction based on its population. Jurisdictions can fulfil their target by procuring any combination of the following recovered organic waste products:

- Compost
- Mulch
- Renewable Energy (Transportation Fuel, Heat, Electricity) from Anerobic Digestion and Electricity from Biomass Conversion.

Full regulatory requirements can be found at:

[https://govt.westlaw.com/calregs/Browse/Home/California/CaliforniaCodeofRegulations?guid=IBB2CD6505B4D11EC976B000D3A7C4BC3&originationContext=documenttoc&transitionType=Default&contextData=\(sc.Default\)](https://govt.westlaw.com/calregs/Browse/Home/California/CaliforniaCodeofRegulations?guid=IBB2CD6505B4D11EC976B000D3A7C4BC3&originationContext=documenttoc&transitionType=Default&contextData=(sc.Default))

4.4 Sustainable Purchasing Preference

☐ **Preference will be given** to vendors submitting bids for materials that qualify as “sustainable under the City’s Sustainable Purchasing Policy. Only applicable to materials totaling \$50,000 or less and bid as a separate line item or items.

-or-

☒ **Preference will not be given** to vendors submitting bids for materials that qualify as “sustainable under the City’s Sustainable Purchasing Policy.

The City of Sacramento’s Sustainable Purchasing Policy can be found at: [http://www.cityofsacramento.org/-/media/Corporate/Files/Finance/Procurement/sustainability/Sustainable Purchasing Policy SPP.pdf](http://www.cityofsacramento.org/-/media/Corporate/Files/Finance/Procurement/sustainability/Sustainable_Purchasing_Policy_SPP.pdf)

4.5 Additional Ordinances

Information on additional ordinances may be found at:

<https://www.cityofsacramento.org/Finance/Procurement/Contract-Ordinances>

The Local Ordinance & Bid Preference Requirements Table outlines which ordinances apply to procurement contracts by type and dollar amount: [https://www.cityofsacramento.org/-/media/Corporate/Files/Finance/Procurement/contract-ordinances/Local-Ordinances-and-Bid-Preference-](https://www.cityofsacramento.org/-/media/Corporate/Files/Finance/Procurement/contract-ordinances/Local-Ordinances-and-Bid-Preference-Requirements-Table.pdf?la=en)

[Requirements-Table.pdf?la=en](https://www.cityofsacramento.org/-/media/Corporate/Files/Finance/Procurement/contract-ordinances/Local-Ordinances-and-Bid-Preference-Requirements-Table.pdf?la=en)

5. BID EVALUATION PROCESS

5.1 Bid Evaluation

- a. In determining the amount bid by each bidder, the City shall disregard mathematical errors in addition, subtraction, multiplication, and division that appear obvious on the face of the bid. When such a mathematical error appears on the face of the bid, the City shall have the right to correct such error and to compute the total amount bid by the bidder based on the corrected figure or figures.
- b. When an item price is required, and it is inconsistent with the extended price listed for the total quantity requested (item price times estimated quantity needed), the item price shall prevail over the extended price for the item unless, in the sole discretion of the City, such a procedure would be inconsistent with the intent of the bid process. The total paid for each such item of work shall be based upon the item price and not the total extended price.
- c. Should the bid contain only a total extended price for the item and the item price is omitted, the City shall determine the item price by dividing the total extended price by the estimated quantity needed, as listed in this RFB.
- d. If the bid contains neither the item price nor the price for the item, then it shall be deemed incomplete and the bid shall be disregarded.
- e. If prospective bidders are bidding an item "or equal," the bidders shall list the manufacturer's name and product number of the item offered in the space provided. If such information is not provided, it will be assumed that the bidder is offering the exact item specified. The City's decision as to whether an item is an equal to the item specified shall be final.

5.2 Determination of the Lowest Responsible Bidder

Sacramento City Code 3.56.020 provides that the lowest responsible bidder shall be determined as follows:

- a. In determining whether a bidder is responsible, consideration shall be given to: (i) the quality and performance of the supplies to be provided by the bidder; (ii) the ability, capacity and skill of the bidder to perform the contract or effectuate the transaction; (iii) the ability of the bidder to perform the contract or effectuate the transaction within the time specified, without delay; (iv) the character, integrity, reputation, judgment, experience and efficiency of the bidder; (v) the quality of the bidder's performance on previous purchases by, or contracts with, the City; (vi) the ability of the bidder to provide future maintenance, repair parts and services for the supplies provided.
- b. Based on the information provided in the bids, the City Council or the City Manager, as the case may be, shall identify those bids that are subject at the time of bid opening to the City's local sales or use tax under the provisions of Part 1.5 of Division 2 of the California Revenue and Taxation Code and Chapter 3.24 of the City Code. The lowest responsive, responsible bidder shall be determined after the amount of local sales or use tax that would be received by the City is deducted from such bids. This deduction shall be in addition to the application of any bid price preferences authorized.
- c. The City Council may by resolution, from time to time, adopt programs or procedures for providing bid price preferences, including but not limited to, preferences to promote the participation and utilization of local business enterprises, energy conservation and sustainability in the City's contracting for supplies and nonprofessional services. The lowest responsible bidder shall be the responsible bidder whose bid price is

the lowest after all bid prices are calculated to include any such preferences. The calculation of such preferences shall be in addition to any deduction of sales or use tax required.

5.3 Local Business Sales or Use Tax

- d. The lowest responsible bidder shall be determined after the amount of local sales or use tax that would be received by the City is deducted. The current rate at which such local sales or use tax is received by the City is one percent (1%). Therefore, in evaluating bids to determine the lowest responsible bidder, bids that are subject to this tax at the time of opening shall have an amount equal to one percent (1%) of the taxable total deducted from the bids. This deduction shall be in addition to the application of any price preferences or other deductions authorized by the City Code. Such deductions shall be made for bid evaluation purposes only. Contract awards shall reflect the actual prices submitted.
- e. If this RFB is for Goods and Services, respondents must identify all taxable materials on a separate line item(s) from services to receive this price preference.

6. Administrative Requirements

6.1 Bid Forms

Official Electronic copies of this bid document can be obtained only from the City of Sacramento's official online bid portal: <https://pbsystem.planetbids.com/portal/15300/portal-home>

Any additional information (Addenda, Q&A, etc.) pertaining to this bid will also be found at the above link.

Notification of a change to the submittal deadline shall be sent automatically by the online bid portal to all Potential Venders (those registered vendors who have previously downloaded the bid document).

Bid information obtained from third party sources will not be considered official and will not fulfill a bidder's responsibility for all official bid information as posted on our official site at the link above. Documents obtained from such sources may be incomplete, resulting in responses that are rejected as incomplete and/or non-responsive.

6.2 Questions

All questions must be submitted electronically via the City's online bid portal prior to the Q&A Deadline:

<https://pbsystem.planetbids.com/portal/15300/portal-home>

Written responses to questions will be provided by the City as either an addendum or an email to all prospective bidders via the City's online bid portal.

If a question arises after the Q&A Deadline – it may be emailed to bfoth@cityofsacramento.org. If the department soliciting the bid determines a response is needed, it shall issue an addendum to the solicitation to re-open the Q&A period to allow the question to be asked and answered via the online bid portal and to allow other prospective bidders to submit additional questions for a limited period of time.

6.3 Alternate Bids

Alternate bids are invalid unless invited and covered by the specifications. Please note, all submissions are subject to rejection when unsolicited alternate bids are submitted.

6.4 Interest in More Than One Bid

No bidder shall knowingly be interested in more than one bid as the principal bidder, as prohibited by City Code Section 3.56.130.

6.5 City's Rights

City reserves the right to take any of the following actions in its absolute discretion:

- a. to award in whole or in part.
- b. to reject any and all bids.
- c. to increase or decrease the quantities as listed.
- d. to issue subsequent Requests for Bids (RFB).
- e. to approve or disapprove the use of particular subcontractors and/or suppliers.
- f. to waive any informalities or minor irregularities, as determined in its sole discretion, in connection with the bids received.
- g. to make multiple awards to provide alternate sources to ensure continuity of services.
- h. to accept a bidder's signed offer and issue a purchase order directly to the bidder based on the RFB.

6.6 City Code

All applicable provisions of the City Code, including but not limited to the provisions of Chapter 3.56, are applicable to all bids submitted and contracts awarded.

6.7 Equipment

All equipment is to be new, unused, and the latest model in current production. Used, remanufactured, shopworn, demonstrator models, prototypes, discontinued models, or any other categorically synonymous descriptions are not acceptable unless explicitly stated in the bid document.

6.8 Deviation from Specifications

If the bidder has indicated that the item offered does not comply in all respects with the specifications stated in the bid document, the bidder is to list in detail any and all deviations. The City is under no obligation to consider an alternative bid and may accept or deny the alternative without explanation.

6.9 Brand Names

Brand names and model numbers, when used, are for reference to indicate the character or quality of the desired item. When a brand name, model number, or level of quality or performance is not stated by the bidder, it shall be understood that the offer is exactly as requested in the bid document.

6.10 Equivalent Items

Items may be bid that are equivalent to the item stated in the bid document unless this invitation for bids states that no alternatives will be accepted. Offers for equivalent items shall state the brand and model number. The bidder may attach appropriate documentation to support their claim of equivalency. The burden of proof and the cost of analysis shall be the responsibility of the bidder. The City is the sole judge as to whether an offered item is equivalent to the requested item and the City's decision shall be final. When equipment must be provided by an original equipment manufacturer to comply with warranty restrictions, the City will not accept equivalent items offered.

6.11 Samples

Samples of items, when requested, shall be furnished to the City free of charge of any kind, including freight or handling charges. Samples of items may be retained for future comparison. Samples may be damaged or destroyed by testing. Samples shall be returned to the bidders only upon request, and at the bidder's cost.

6.12 Visits to City Sites

Some City facilities charge for parking and some City facilities require photo ID for admittance. Bidders should consider these requirements when attending a pre-bid conference, hand-delivering a bid, or fulfilling requirements of the Contract.

6.13 Time of Delivery

The time of delivery may be a consideration of award. Time of delivery shall be stated as the number of calendar days following the receipt of the purchase order by the Bidder to the time of receipt of the goods or services at the correct City location. If a solicitation specifies a need-by-date and the bidder cannot meet the delivery date required, their bid may be deemed non-responsive and they may be disqualified.

6.14 Authorized Signature

The bid shall be signed by a representative of the bidding party who is legally authorized to bind the party to all of the terms and conditions of the Contract. The signatory shall indicate the capacity in which the signature is executed.

6.15 Payment Terms

Payment terms will be considered as Net 30 unless a cash discount for earlier payment is offered by the bidder. When prompt payment discounts are offered, the calculated discount will be subtracted from the final bid amount and the discounted amount will be used to determine lowest bid. Discounts offered for payment in less than twenty (20) days will not be considered as a basis for award. Payment for services shall be in arrears.

6.16 Mandatory Pre-Bid Conference

If a mandatory pre-bid conference is indicated on the cover of this request for bid, all bidders are required to attend the conference. Failure to attend this conference will result in rejection of your bid. If a mandatory Pre-Bid Conference is indicated, bid packages will be made available only through the time and date of the conference. Subsequent addenda, if applicable, will be furnished only to those bidders who attended the Mandatory Pre-Bid Conference.

6.17 Pre-Award Conference

The apparent lowest responsible bidder may be required to attend a pre-award conference at a mutually acceptable time at which requirements of the contract will be reviewed. At that time, samples of forms, reports etc., will be submitted by the contractor for final approval.

6.18 Award by Item or Group

The City reserves the right to increase or decrease quantities listed, make separate awards for any item, line-item or category/group of items to the lowest responsible bidders for such items or category/groups of items.

6.19 Multiple Awards

The City reserves the right to make multiple awards in order to provide for multiple sources, to ensure continuity of supply if meeting the City's requirements within an acceptable time period may exceed the capacity or capability of the primary contractor.

6.20 Contract Award

Within ninety (90) days after bid opening, a contract will be awarded by the City to the lowest responsible bidder(s), subject to the right of the City to reject all bids or waive informalities or minor irregularities, as it may deem proper. The time for awarding a contract may be extended in the sole discretion of the City, if required to evaluate bids or for such other purposes as the City may determine, unless the Bidder objects to such extension in writing with its Bid. The City may accept a Bid offer by issuance of a Notice of Award Letter, Contract and/or a purchase order notifying Bidder of award at any time on or before the 90th day following the day of Bid opening.

6.21 Goods Agreement

~~The bidder(s) recommended for award will be required to sign the standard City of Sacramento Goods Agreement. The agreement can be found at the following URL:~~

~~[http://www.cityofsacramento.org/Finance/Procurement/Standard Agreements](http://www.cityofsacramento.org/Finance/Procurement/Standard%20Agreements)~~

~~Bidders are responsible for reading and understanding all of the requirements of the agreement prior to submitting their bid. Questions about any portion of the agreement shall be submitted in the manner specified in this bid.~~

Notwithstanding anything in this bid, the bidder will supply the Quicklime (CaO) to the City of Sacramento on the Graymont Terms and Conditions of Sale attached as Schedule A hereto, unless other terms are negotiated by the parties. In the event of conflict between the terms and conditions of this bid and the Graymont Terms and Conditions of Sale, the Graymont Terms and Conditions of Sale will prevail.

6.22 Emergency/Declared Disaster Requirements

In the event of an emergency or if a City facility is declared a disaster area by the county, state or federal government, the contract resulting from this IFB may be subjected to unusual usage. The selected bidder shall provide service to the City during such an emergency or declared disaster under the same terms and conditions

that apply during non-emergency/disaster conditions. If the consultant/vendor/supplier is unable to supply the goods/services under the terms of the contract because of a disruption in its chain of supply or service, then the consultant/vendor/supplier shall provide proof of such disruption which may include, but not be limited to a copy of a letter from the source of supply or service stating reason for the disruption. Additional profit margin as a result of supplying goods/services during an emergency or a declared disaster shall not be permitted.

6.23 Bid Protest

Any bid protests are subject to the City's adopted protest procedure. A copy of the City's protest procedure is available at: <http://www.cityofsacramento.org/Finance/Procurement/Bid-Information>

6.24 Business Operations Tax Certificate

Sacramento City Code requires that any person or firm conducting business within or with the City of Sacramento obtain a Business Operations Tax Certificate and pay the applicable tax if necessary. Successful Respondent(s) must meet this requirement prior to Award of the Contract.

To obtain information about the Business Operations Tax Certificate, contact the City of Sacramento, Revenue Division, (916) 808-8500.

6.25 Licenses and Permits

By providing a submission in response to this solicitation, the respondent represents and warrants that it has all licenses, permits, qualifications, and approvals required for the Respondent to furnish the Goods and/or Services required by the City. If the respondent is an out-of-state entity, the respondent represents and warrants that it possesses a valid certificate to transact business in the State of California issued by the California Secretary of State.

6.26 Submission Authority

By providing a submission in response to this Solicitation, the bidder certifies that the only persons or parties interested in its submission as principals are those named herein; that its bid is made without collusion with any other individual, firm, or corporation; that it has examined all of the Contract Documents and proposes and agrees that if its Submission is accepted, the Respondent will execute the Contract Documents without amendment and fully perform the Contract; that the Respondent shall furnish all Goods and/or perform all Services specified in the Contract Documents, in the manner and time prescribed, and according to the requirements set forth therein; and that the Respondent shall accept the prices set forth in the Respondent's attached Pricing Schedule.

6.27 Submissions Property of City/Proprietary Bid Material

All documents submitted shall become the property of the City and subject to the State of California Public Records Act. Bidders must identify all copyrighted material, trade secrets or other proprietary information that the bidders claim are exempt from the California Public Records Act.

Bidder hereby warrants and represents that in submitting its Submission, it has not included or disclosed any intellectual property rights of any third party without authorization or license from the respective third party intellectual property rights owner(s). Bidder hereby further warrants and represents that in performing the contract, if awarded, Bidder would not directly or contributorily infringe upon any intellectual property rights of any third party, including without limitation trademarks, copyrights, patents, trade dress, trade secrets, know-how and proprietary information.

If any information or elements of the bid is set apart and clearly marked as "Trade Secret" or "Proprietary" when it is provided to the City, the City will give notice to the Bidder of the request for disclosure to allow the Bidder to seek judicial protection from disclosure.

Failure by the Bidder to take timely steps to seek judicial protection from disclosure shall constitute a complete waiver by the Bidder of any rights regarding the information designated as "Trade Secret" or "Proprietary" and such information may be disclosed by the City pursuant to applicable procedures under the California Public Records Act. Under no circumstances will City have any obligations to seek judicial protection from disclosure for any bids or other materials submitted in response to this RFB.

The City has no liability for any disclosure, unless such disclosure is made in violation of a court order obtained by a Bidder or pertains to materials marked as "Trade Secret" or "Proprietary" for which the City failed to give the above notice.

Bidders are responsible for reading and understanding all of the requirements of the agreement prior to submitting their bid. Questions about any portion of the agreement shall be submitted in the manner specified in this bid.

6.28 Bid Acceptance

The City cannot accept a bid failing to comply with any of the above requirements.

6.29 Purchase Order

One or more Purchase Orders may be issued to the Contractor on behalf of the City department or division ordering items/services covered in the contract. The Purchase Order will be enclosed with the resulting contract or will be issued shortly thereafter, and will become of the contract. Each Purchase Order will cite a specific dollar value to cover a particular item or specified period of time. If a contract is for a specific period of time and extends beyond the close of the City's fiscal year of June 30th a second purchase order may be issued.

The purchase order does not supersede any provision of the contract. Performance time and dates are determined solely by the contract.

Delivery of material and/or services are not to begin until receipt of the purchase order.

6.30 Cooperative Purchasing

The use of any resulting contract may be extended to other government agencies and to other departments or divisions within the City of Sacramento. It shall be understood that all terms and conditions as specified herein shall apply. The City of Sacramento will not be an agent, partner or representative of any other government agency purchasing through its Contract and is not obligated or liable for such purchases, including, but not limited to, payment for any order placed by any other government agency.

6.31 Taxpayer Identification Certification

Contractor shall file a current version of the Department of the Treasury Internal Revenue Service Form W-9 with the City.

6.32 California Income Tax Withholding Status

Contractor shall certify its California income tax withholding status by filing a current version California Form 590 "Withholding Exemption Certificate" or California Form 587 "Nonresident Withholding Allocation Worksheet" with the City.

ATTACHMENT 1**BID SIGNATURE PAGE****BID NO. B25141111401.****FOR SERVICES/SUPPLIES: Purchase of Quicklime****To the City of Sacramento:**

The undersigned bidder (hereafter referred to as the "bidder" or the "Contractor") submits the attached bid, and certifies as follows: that the only persons or parties interested in this bid as principals are those named herein as bidder; that this bid is made without collusion with any other person, firm, or corporation; that in submitting this bid the bidder has examined all of the Contract Documents identified below; that the bidder proposes and agrees that if this bid is accepted, the bidder will execute and fully perform the contract for which bids are called; that the bidder shall perform all the work and/or furnish all the materials specified in the Contract Documents, in the manner and time therein prescribed, and according to the requirements as therein set forth; and that the bidder shall take in full payment therefore, the prices set forth in the attached Pricing Schedule.

CONTRACT DOCUMENTS

Performance of and payment for the contract for which bids are called shall be subject to all terms and conditions of the Invitation for Bid, the Bid Instructions and Requirements, the Bid, the Pricing Schedule(s), the Items Requiring Bidder Response, the Required Submittals, the General Conditions, General Provisions and any Addenda, Amendments, Special Provisions, Specifications, Plans, or other requirements applicable to performance of the work and/or furnishing the materials specified herein. Such documents referred to herein as the "Contract Documents", are fully incorporated herein by this reference and are collectively referred to as the "Contract". By submitting this Bid, the Contractor agrees to fully perform each and every provision of the Contract, provided that City awards the Contract to the Contractor, and provided further that City shall have no obligation hereunder unless and until such award is made. Contractor shall not make any changes to this form without City's written approval, and any changes made without such approval shall be void.

To Be Filled Out By BidderNAME OF CONTRACTOR: Graymont Western US Inc.ADDRESS: 585 W. Southridge Way, Sandy, UT 84070PHONE #: 253-428-6550 FAX #: _____ E-MAIL: rfreeman@graymont.comSTATE TAX I.D. #: 1825630 FED. TAX I.D. #: 87-0335998City of Sacramento Business Operation Tax Certificate #: 116284
(Contract award will not be processed without a valid and current Certificate Number.)TYPE OF BUSINESS ENTITY (check one): ☐ Individual/Sole Proprietor ☐ Partnership
☒ Corporation ☐ Limited Liability Company
☐ Other (please specify: _____)BY: (signature of authorized person) Naomi TercierPRINT NAME: Naomi TercierTITLE: Director of Sales

Note: All information submitted in or in connection with a bid is submitted under penalty of perjury. The City shall have the right to terminate at any time any contract awarded pursuant to a bid that contains false information.

ATTACHMENT 2

PAYMENT DISCOUNT

PAYMENT DISCOUNT:

Will you offer a prompt payment discount? Yes [☐] or No [X] (Net 30 days)

If Yes, the Payment Discount is _____% for payment within _____ calendar days, which will be computed from the date delivery is made and is accepted by the City, or the date a proper invoice is received, whichever is later.

When prompt payment discounts are offered, the calculated discount will be subtracted from the final bid amount and the discounted amount will be used to determine lowest bid. Discounts offered for payment in less than twenty (20) days will not be considered as a basis for award.

ATTACHMENT 4**EQUAL BENEFITS ORDINANCE DECLARATION OF COMPLIANCE**

Name of Contractor: Graymont Western US Inc.

Address: 585 W. Southridge Way, Sandy, UT 84070

The above-named Contractor ("Contractor") hereby declares and agrees as follows:

1. Contractor has read and understands the Requirements of the Non-Discrimination In Employee Benefits Code (the "Requirements") attached hereto in Section IV.
2. As a condition of receiving this Contract, Contractor agrees to fully comply with the Requirements, as well as any additional requirements that may be specified in the City of Sacramento's Non-Discrimination In Employee Benefits Code codified at Chapter 3.54 of the Sacramento City Code (the "Ordinance").
3. Contractor understands, to the extent that such benefits are not preempted or prohibited by federal or state law, employee benefits covered by the Ordinance are any of the following:
 - a. Bereavement Leave
 - b. Disability, life, and other types of insurance
 - c. Family medical leave
 - d. Health benefits
 - e. Membership or membership discounts
 - f. Moving expenses
 - g. Pension and retirement benefits
 - h. Vacation
 - i. Travel benefits
 - j. Any other benefit offered to employees

Contractor agrees that if Contractor offers any of the above-listed employee benefits, Contractor will offer those benefits, without discrimination between employees with spouses and employees with domestic partners, and without discrimination between the spouses and domestic partners of such employees.

4. Contractor understands that Contractor will not be considered to be discriminating in the provision or application of employee benefits under the following conditions or circumstances:
 - a. If the actual cost of providing a benefit to a domestic partner or spouse exceeds the cost of providing the same benefit to a spouse or domestic partner of an employee, Contractor will not be required to provide the benefit, nor shall it be deemed discriminatory, if Contractor requires the employee to pay the monetary difference in order to provide the benefit to the domestic partner or to the spouse.
 - b. If Contractor is unable to provide a certain benefit, despite taking reasonable measures to do so, if Contractor provides the employee with a cash equivalent Contractor will not be deemed to be discriminating in the application of that benefit.
 - c. If Contractor provides employee benefits neither to employee's spouses nor to employee's domestic partners.
 - d. If Contractor provides employee benefits to employees on a basis unrelated to marital or domestic partner status.
 - e. If Contractor submits written evidence of making reasonable efforts to end discrimination in employee benefits by implementing policies that will be enacted before the first effective date after the first open enrollment process following the date this Contract is executed by the City of Sacramento ("City"). Contractor understands that any delay in the implementation of such policies may not exceed one (1) year from the date this Contract is executed by the City, and applies only to those employee benefits for which an open enrollment process is applicable.

- f. Until administrative steps can be taken to incorporate nondiscrimination in employee benefits. The time allotted for these administrative steps will apply only to those employee benefits for which administrative steps are necessary and may not exceed three (3) months from the date this Contract is executed by the City.
 - g. Until the expiration of a current collective bargaining agreement(s) if employee benefits are governed by such collective bargaining agreement(s).
 - h. Contractor takes all reasonable measures to end discrimination in employee benefits by either requesting that the union(s) involved agree to reopen the agreement(s) in order for Contractor to take whatever steps are necessary to end discrimination in employee benefits or by ending discrimination in employee benefits without reopening the collective bargaining agreement(s).
 - i. In the event Contractor cannot end discrimination in employee benefits despite taking all reasonable measures to do so, Contractor provides a cash equivalent to eligible employees for whom employee benefits, are not available. Unless otherwise authorized in writing by the City Manager, Contractor understands this cash equivalent must begin at the time the union(s) refuses to allow the collective bargaining agreement(s) to be reopened or not longer than three (3) months after the date this Contract is executed by the City.
5. Contractor understands that failure to comply with the provisions of Section 4(a) through 4(i), above, will subject Contractor to possible suspension and/or termination of this Contract for cause; repayment of any or all of the Contract amount disbursed by the City; debarment for future Contracts until all penalties and restitution have been paid in full and/or for up to two (2) years; and/or the imposition of a penalty, payable to the City, in the sum of \$50.00 for each employee, for each calendar day during which the employee was discriminated against in violation of the provisions of the Ordinance.
6. Contractor understands and agrees to provide notice to each current employee and, within ten (10) days of hire, to each new employee, of their rights under the Ordinance. Contractor further agrees to maintain a copy of each such letter provided, in an appropriate file for inspection by authorized representatives of the City. Contractor also agrees to prominently display a poster informing each employee of these rights.
7. Contractor understands that Contractor has the right to request a waiver of, or exemption from, the provisions of the Ordinance by submitting a written request to the City's Procurement Services Division prior to Contract award, which request shall identify the provision(s) of the Ordinance authorizing such waiver or exemption and the factual basis for such waiver or exemption. The City shall determine in its sole discretion whether to approve any such request.
8. Contractor agrees to defend, indemnify and hold harmless, the City, its officers and employees, against any claims, actions, damages, costs (including reasonable attorney fees), or other liabilities of any kind arising from any violation of the Requirements or of the Ordinance by Contractor.

The undersigned declares under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that he or she is authorized to bind the Contractor to the provisions of this Declaration.

Signature:	<i>Naomi Tercier</i>		
Printed Name:	Naomi Tercier		
Title:	Director of Sales	Date:	1/17/25

ATTACHMENT 5**LOCAL BUSINESS SALES/USE TAX DEDUCTION**

In order to identify those bids that are subject to the City's local sales or use tax, all bidders shall respond to the following:

Does the bidder have fixed offices or locally taxable distribution points within the boundaries of the City of Sacramento?

☒ **NO**

☐ **YES, 1% bid preference**

If the answer is "Yes", please provide the street address of this Sacramento location:



GRAYMONT

GRAYMONT

Terms and Conditions of Sale ("Terms")

1. **Purchase Documents:** These Terms apply to sales of lime or limestone products ("Product") by the applicable Graymont entity ("Seller" or "Graymont") to the applicable customer ("Purchaser") during the term of their supply arrangement, whether or not expressly referred to in each purchase order, invoice, or other document of purchase or delivery issued by Seller or Purchaser. By placing a purchase order with Seller, Purchaser accepts these Terms. Except for any Graymont communication (including Graymont customer portal terms and conditions), no condition, understanding or agreement purporting to modify or vary the terms of these Terms will be binding unless hereafter made in writing and signed by the party to be bound, and no modification will be affected by the acknowledgement or acceptance of purchase orders, invoices, or shipping instructions or other forms containing terms or conditions at variance with or in addition to those set forth herein.
2. **Price:** The Product price charged to Purchaser ("Price") is in short tons for United States customers and in metric tonnes for Canadian customers.
3. **Price Adjustments:** Seller reserves the option to review the current Price and implement adjustments to the Price as and when required, by providing at least 30 days' notice in advance of such changes taking effect.
4. **Taxes and other costs:** The Price is for the Product only and does not include: (i) unless otherwise communicated by Graymont, any costs associated with transporting Product from Seller's site; (ii) any applicable taxes; (iii) any fuel or energy surcharges; or (iv) any applicable demurrage, detention charges, and Sunday and holiday charges. Any such costs or charges referenced in this paragraph shall be charged by Seller to Purchaser and paid for by Purchaser.
5. **Production Costs Surcharge:** In addition to any other provision in these Terms relating to adjustments to the Price or surcharges, upon 15 days prior written notice to Purchaser, Seller may charge Purchaser a surcharge additional to the Price to account for increases in the cost of fuel and other energy sources used to produce the Product. Seller intends to base its determination of the surcharge on Producer Price Index for Bituminous Coal Underground Mining (PCU212112212112). This surcharge may be reviewed at the next occurrence of Price adjustments under these Terms. Notwithstanding the foregoing, Seller will not pass on to Purchaser any costs that result from the breach by Seller of any applicable laws, rules or regulations.
6. **Government Caused Costs:** In addition to any Price adjustments permitted by these Terms, the Price may be adjusted for any change in the cost to Seller of producing or supplying Product which change is attributable to any federal, provincial or local statute, regulation, order, standard or directive whether or not currently in force. Such change in cost will be assessed by Seller and reported to Purchaser on or after the effective date attributable to the government action or imposed by the applicable government agency and the Price will be changed as at the effective date of such change. Although it is not the intent of this paragraph to pass on changes in such things as income tax rates, it is intended to pass on such items as sales taxes, value added taxes, business transfer taxes, goods and services taxes, costs to comply with new environmental standards not existing at the time of entry into these Terms, royalties, severance taxes, or any other items resulting from acts of government (all levels) that impose a direct pre-income tax burden on Seller. Notwithstanding the foregoing, Seller will not pass on to Purchaser any costs which result from the breach by Seller of any applicable laws, rules or regulations.

7. **Payment Terms:** Purchaser must pay invoices net 30 days from the date of invoice. Seller reserves the right to review its assessment of Purchaser's creditworthiness and to adjust, in Seller's sole discretion, the terms of payment from time to time, including requesting payment security.
8. **Orders:** Purchaser must place orders for Product in Graymont's customer portal, at least 7 days in advance of the requested delivery date. Seller, in its sole discretion, may decline to fill, or may terminate, any order placed by Purchaser.
9. **Delivery:** Unless otherwise agreed with Purchaser, Seller will deliver the Product to the delivery point specified in an order on the specified delivery date(s). Seller may charge Purchaser for any costs incurred by Seller arising from any addition, cancellation or re-scheduling of an order that is received by Graymont's order desk after 3:00 pm, local time, on the day before the scheduled delivery date of an order.
10. **No Resale:** The Product sold under these Terms is for Purchaser's use only and Purchaser must not sell the Product to a third party.
11. **Weights:** Weights used for invoicing are those weights provided by Seller's facility scales, which will be regularly maintained and legally certified and open to verification by the Purchaser.
12. **Title and Risk of Loss:** Title to, and risk of loss of, the Product supplied pursuant to any order will pass from Seller to Purchaser when the Product is placed or unloaded, as applicable, at the delivery point specified in the order, or when payment for the Product is received by Seller, whichever is earlier.
13. **Force Majeure:** Purchases or acceptance of the Product may be delayed or suspended by Seller or Purchaser in the event of any circumstance not within the reasonable control of the party affected if and to the extent that (i) such circumstance, despite the exercise of reasonable diligence, cannot be, or be caused to be, prevented, avoided or removed by such party, and (ii) such circumstance materially and adversely affects the ability of the party to perform its obligations hereunder (other than the obligation to pay a sum of money), and such party has taken all reasonable precautions, due care and reasonable alternative measures in order to avoid the effect of such event on the party's ability to perform its obligations to the other and to mitigate the consequences thereof ("**Force Majeure**"). Examples of events that may give rise to Force Majeure include: Acts of God, epidemic, pandemic, war, riot, fire, explosion, accident, flood, sabotage, inability to obtain fuel, power, raw material, labor, containers or transportation; governmental laws, regulations, orders or actions, including but not limited to sanctions; breakage or failure of machinery or apparatus, suspension of operations by Purchaser or Seller due to economic reasons; national defense requirements. Despite the foregoing, neither party will be obliged to settle any strike, lock out, work stoppage, labor dispute or such other industrial action by its employees. The party affected by Force Majeure must promptly notify the other of Force Majeure and its anticipated duration and must use reasonable efforts to end Force Majeure as soon as possible.
14. **Warranty and Liability:** The Seller makes no warranty of the merchantability, use, quality, fitness or otherwise, whether expressed or implied, arising in contract, in tort, in equity, under statute or as a result of any other form of action or source of liability, other than that the Product's typical analysis is as described in any Technical Data Sheet provided by Seller. The above contains the only warranty of Seller to the extent permitted by applicable law. Seller's liability for any order of Product is limited to the amount paid by Purchaser for such order. Purchaser agrees to inspect the Product supplied hereunder promptly after delivery and to give notice in writing to Seller of any claim within two (2) weeks after the date of delivery. Notwithstanding any other term to

the contrary no party will be liable to the other party for any loss of use or loss of opportunity or for any consequential, incidental, punitive or special damages arising out of or in connection with the supply of Product by Seller to Purchaser.

15. **Indemnities:** Purchaser will indemnify and save harmless Seller from and against all claims, actions, losses, expenses, costs or damages of every nature and kind (including reasonable legal fees) which Seller may suffer as a result of a breach of these Terms by Purchaser or the negligence of Purchaser in connection with any order. Seller will indemnify and save harmless Purchaser from and against all claims, actions, losses, expenses, costs or damages of every nature and kind (including reasonable legal fees) which Purchaser may suffer as a result of a breach of these Terms by Seller or the negligence of Seller in connection with any order.
16. **Confidentiality:** Purchaser agrees to keep confidential and not to disclose to any third party the terms of these Terms or any other terms of the supply arrangement between Seller and Purchaser, including the Price.
17. **Governing Law and Dispute Resolution:** The parties agree that the validity, interpretation and performance of these Terms will be governed by the laws of the Province (Canada) or State (United States) from which Seller supplies the Product. All disputes arising out of or in connection with these Terms, or in respect of any legal relationship associated therewith or derived therefrom, will be referred to and finally resolved by confidential, binding arbitration.
18. **Assignment:** Purchaser may not assign or transfer its rights under these Terms without the prior written consent of Seller.
19. **Binding Effect:** These Terms will be binding on the successors and assigns of Purchaser and Seller.
20. **Language:** The parties have expressly requested that these Terms and any notices relating hereto be drafted in the English language. *Les parties aux présentes ont expressément exigé que la présente entente ainsi que les avis s'y rapportant soient rédigés en anglais.*



Lime and Limestone products

Western Region Office, 3950 South 700 East, Suite 301, Salt Lake City, UT 84107, U.S.A. 1 801 262-3942

TECHNICAL DATA SHEET

HIGH CALCIUM QUICKLIME

Nominal size: 3/8" – 1/8"

Cricket Mountain Plant – Delta, Utah

PRODUCT DESCRIPTION

A white porous solid obtained by the calcination of high-purity limestone (CaCO_3) and composed essentially of calcium oxide (CaO).

TYPICAL CHEMICAL PROPERTIES

(ASTM C25, C1271, C1301)

Total Calcium Oxide (CaO) (%)	95.5
Available Calcium Oxide (CaO) (%)	92.9
Magnesium Oxide (MgO) (%)	1.3
Silica (SiO_2) (%)	1.7
Ferric Oxide (Fe_2O_3) (%)	0.2
Alumina (Al_2O_3) (%)	0.5
Manganese Oxide (MnO) (ppm)	< 50
Total Sulfur (S) (%)	0.02
Loss on ignition (%)	1.3
Calcium Carbonate (CaCO_3) (%)	1.8

TYPICAL PHYSICAL PROPERTIES

(ASTM C110, AWWA B202)

Bulk Density	
▲ Loose / Packed, (kg/m^3)	945 – 1057
▲ Loose / Packed, (lb/ft^3)	59 – 66
Slaking Rate	
▲ Temperature Rise in 30 sec ($^{\circ}\text{C}$)	38
▲ Temperature Rise in 3 min ($^{\circ}\text{C}$)	52
▲ Total Temperature Rise ($^{\circ}\text{C}$)	53
▲ Total Active Slaking Time (min)	4.1

CLASSICAL REFERENCE DATA

(CRC Handbook of Chemistry and Physics)

Specific Gravity	3.25 – 3.38
Solubility in Water (10 $^{\circ}\text{C}$) (g/l)	1.31
pH (saturated solution) (25 $^{\circ}\text{C}$)	12.454
Melting point ($^{\circ}\text{C}$)	2613
Hardness (Mohs)	2 – 3
Specific Heat (0 $^{\circ}\text{C}$) ($\text{cal/g}^{\circ}\text{C}$)	0.17
Heat of solution (cal/g)	844 – 847

SIZE DISTRIBUTION

(ASTM MNL32)

Sieve (mm)	Sieve (U.S.A.)	% Passing
19.0	3/4"	100
12.5	1/2"	100
9.5	3/8"	93
6.3	1/4"	42
3.15	1/8"	9
0.850	No. 20	4



ANSI / NSF 60
DRINKING WATER TREATMENT ADDITIVES
< 8 N 63 >

MAXIMUM USE LEVEL: 500 mg/l.

Meets the AWWA standard B202-19

NOTICE

The test data herein is based on average results on production samples. Product shipments are subject to normal variation. Accordingly, test data cannot be taken as establishing maximum or minimum specifications. Product Code: 1105 (Bulk)



CERTIFICATE OF LIABILITY INSURANCE

DATE MM/DD/YYYY)
02/04/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Aon Risk Services Central, Inc. Minneapolis MN Office 5600 West 83rd Street 8200 Tower, Suite 1100 Minneapolis MN 55437 USA	CONTACT NAME: PHONE (A/C. No. Ext): (866) 283-7122 FAX (A/C. No.): (800) 363-0105 E-MAIL ADDRESS:														
INSURED Graymont Western US Inc. 585 W. Southridge Way Sandy UT 84070 USA	<table><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A: Zurich American Ins Co</td><td>16535</td></tr><tr><td>INSURER B: HDI Global Insurance Company</td><td>41343</td></tr><tr><td>INSURER C: National Liability & Fire Insurance Co.</td><td>20052</td></tr><tr><td>INSURER D:</td><td></td></tr><tr><td>INSURER E:</td><td></td></tr><tr><td>INSURER F:</td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Zurich American Ins Co	16535	INSURER B: HDI Global Insurance Company	41343	INSURER C: National Liability & Fire Insurance Co.	20052	INSURER D:		INSURER E:		INSURER F:	
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INSURER F:															

COVERAGES CERTIFICATE NUMBER: 570110761414 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS.

INSR LTR	TYPE OF INSURANCE	ADDL NSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	Limits shown as requested	
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			GLD6796600	12/01/2024	12/01/2025	EACH OCCURRENCE	\$5,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$100,000
							MED EXP (Any one person)	\$5,000
							PERSONAL & ADV INJURY	\$5,000,000
							GENERAL AGGREGATE	\$5,000,000
							PRODUCTS COMP/OP AGG	\$5,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			BAP 2245765-25	12/01/2024	12/01/2025	COMBINED SINGLE LIMIT (Ea accident)	\$2,000,000
							BODILY INJURY (Per person)	
							BODILY INJURY (Per accident)	
							PROPERTY DAMAGE (Per accident)	
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$10,000			43UM010079009	12/01/2024	12/01/2025	EACH OCCURRENCE	\$10,000,000
							AGGREGATE	\$10,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	N/A				PER STATUTE	OTHER
							E.L. EACH ACCIDENT	
							E.L. DISEASE-EA EMPLOYEE	
							E.L. DISEASE-POLICY LIMIT	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

As respects Policy Number 43UM010079009 Umbrella Liability policy, Aon Risk Solutions (U.S.) is generating and distributing this certificate in an administrative capacity. Aon Reed Stenhouse Inc. is the broker for the defined policy. RE: Contract# PRC002918, Contract Name: Quicklime, Department: Utilities Division: Water. The City, its officials, employees and volunteers are included as Additional Insured in accordance with the policy provisions of the General Liability and Automobile Liability policies. General Liability policy evidenced herein is Primary and Non-Contributory to other insurance available to Additional Insured, but only in accordance with the policy's provisions. A waiver of Subrogation is granted in favor of The City, its officials, employees and volunteers in accordance with the policy provisions of the General Liability policy.

CERTIFICATE HOLDER City of Sacramento 915 "I" Street, 4th Sacramento CA 95814 2604 USA	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Aon Risk Services Central, Inc.</i>
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Policy Number GLD6796600		THIS ENDORSEMENT CHANGES THE POLICY.		PLEASE READ IT CAREFULLY.		COMMON POLICY CHANGE ENDORSEMENT		Endorsement No. 002	
HDI Global Insurance Company		GRAYMONT WESTERN US INC. 585 W. SOUTHRIDGE WAY SANDY UT 84070		Named Insured		Name Insured's		Mailing Address	
Policy Change		From: 12-01-2024 To: 12-01-2025		Policy Change effective date		Agent Name		Agent No. P02000319	
This endorsement will not be used to decrease coverages, increase rates or deductibles or alter any terms or conditions of coverage unless at the sole request of the insured.									
COVERAGE PART INFORMATION – Coverage parts affected by this change as indicated by <input checked="" type="checkbox"/> below.									
<input type="checkbox"/> Commercial Property		<input checked="" type="checkbox"/> Commercial General Liability		<input type="checkbox"/> Commercial Crime		<input type="checkbox"/> Commercial Inland Marine			
<input type="checkbox"/> Commercial Property		<input type="checkbox"/> Commercial General Liability		<input type="checkbox"/> Commercial Crime		<input type="checkbox"/> Commercial Inland Marine		NO CHARGE	
The following item(s):									
<input type="checkbox"/> Insured's Name		<input type="checkbox"/> Policy Number		<input type="checkbox"/> Effective/Expiration Date		<input type="checkbox"/> Insured's Legal Status/Business of Insured		<input type="checkbox"/> Premium Determination	
<input type="checkbox"/> Additional Interested Parties		<input type="checkbox"/> Limits/Exposures		<input type="checkbox"/> Covered Property/Location Description		<input type="checkbox"/> Classification/Class Codes		<input type="checkbox"/> Underlying Exposure/Insurance	
is (are) changed to read {See Additional Page(s)}									
THE FOLLOWING FORM(S) HAS BEEN ADDED: CG 20 01 12-19 CG 24 04 12-19 WAIVER OF TRANSFER RIGHTS OF RECOVERY ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME									
The above amendments result in a change in the premium as follows:									
This premium does not include taxes and surcharges.									
<input checked="" type="checkbox"/> No Changes		<input type="checkbox"/> To be Adjusted at Audit		<input type="checkbox"/> Additional NO CHARGE		<input type="checkbox"/> Return NO CHARGE		Tax and Surcharge Changes	
Additional									
Return									
CounterSigned By: _____									
AUTHORIZED AGENT									

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (1) The additional insured is a Named Insured under such other insurance; and

- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
ELECTRONIC DATA LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART DESIGNATED SITES
POLLUTION LIABILITY LIMITED COVERAGE PART DESIGNATED SITES
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY DESIGNATED TANKS

SCHEDULE

Name Of Person(s) Or Organization(s):

ANY PERSON OR ORGANIZATION WHERE REQUIRED BY WRITTEN CONTRACT.

The City of Sacramento, its officials, agents, employees and volunteers are included as Additional Insureds under General Liability as required by written contract but only with respect to liability caused by the Named Insured's operations.

Waiver of Subrogation applies in favor of The City of Sacramento, its officials, agents, employees and volunteers with respects to Workers Compensation as per written contract or agreement.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** of **Section IV – Conditions:**

We waive any right of recovery against the person(s) or organization(s) shown in the Schedule above because of payments we make under this Coverage Part. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person(s) or organization(s) prior to loss. This endorsement applies only to the person(s) or organization(s) shown in the Schedule above.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
ELECTRONIC DATA LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART DESIGNATED SITES
POLLUTION LIABILITY LIMITED COVERAGE PART DESIGNATED SITES
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY DESIGNATED TANKS

SCHEDULE

Name Of Person(s) Or Organization(s):

CITY OF SACRAMENTO
915 "I" Street, 4th Sacramento CA
95814-2604 USA

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

**The following is added to Paragraph 8. Transfer Of
Rights Of Recovery Against Others To Us of
Section IV – Conditions:**

We waive any right of recovery against the person(s) or organization(s) shown in the Schedule above because of payments we make under this Coverage Part. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person(s) or organization(s) prior to loss. This endorsement applies only to the person(s) or organization(s) shown in the Schedule above.

SIGNATURES

The parties have signed this Contract, effective as of the day and year first stated above.

CONTRACTOR

Under penalty of perjury, I certify that the information provided here is correct.

Signature: *Naomi Tercier*

Title: Director West Sales and Distribution

Additional Signature (if required):

Title:

CITY OF SACRAMENTO

A Municipal Corporation

APPROVED AS TO FORM:

Signature: *Michael Voss*

Title: Senior Deputy City Attorney

Reviewed By:

Signature:

Title:

Approved By:

Signature:

Title:

Additional Signature (if required):

Title: