

EXHIBIT "A"
BID FORM
RFB NO. 25-26-35

Project: ANNUAL CONTRAC TO SUPPLY HOT MIX ASPHALT MATERIALS

TO: THE CITY OF VISALIA PURCHASING DIVISION:

In compliance with the City's Notice Inviting Sealed Bids No. 25-26-35 dated: May 14, 2026, the undersigned BIDDER hereby proposes to furnish all materials, equipment, tools, labor appurtenances and incidentals required for the above stated project as set forth in the RFB, including all Exhibits and related contract documents therefore, and to perform all work in the manner and time prescribed therein.

BIDDER declares that this proposal is based upon careful examination of the Instructions to BIDDERS, and the contract requirements. If this bid is accepted for award, BIDDER agrees to enter into a contract with CITY at the unit and/or lump sum prices set forth in the following Bid Schedule.

BIDDER understands that a bid is required for the product and that compensation under the contract will be based upon the product condition received as stated in the bid specifications. It is agreed that all prices bid include all appurtenant expenses, royalties, and fees. All bids will be checked for accuracy. In the case of discrepancies in amounts bid, unit prices shall govern over extended amounts.

BIDDER hereby agrees to execute a contract within ten (10) working days, or such further time as may be allowed in writing by the Purchasing Division, after receiving notification of the acceptance of this Bid, and it is hereby mutually understood and agreed that in case the BIDDER does not, said Purchasing Division may proceed to award the contract to others.

BIDDER understands that the City's intent is to enter into an agreement with more than one Vendor. The most responsive, responsible bidder with the lowest True Delivered Cost per ton bid will be awarded the prime contract. There may or may not be instances when the Prime Vendor cannot provide product when needed. It is for this reason the City may enter into an agreement with the responsive, responsible bidder with the second lowest True Delivered Cost per ton bid. Should this be the case, the City will always request product from the Prime Vendor first.

BIDDER further declares that he/she has not either directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with said bid.

BIDDER has read and hereby agrees to the conditions stated in this proposal by affixing his/her signature on the Bid Form.

In the case of discrepancy in amounts bid, unit pricing shall prevail over extended amounts.

Basis of Award

Bidders shall provide a unit price per ton for the supply of hot mix asphalt for use by the Streets Division.

The City will calculate a True Delivered Cost (TDC) per ton for award using a standardized hauling cost factor and the one-way distance from the asphalt plant to the City's designated delivery point. For bidding purposes, delivery address shall be the City of Visalia's Corporation Yard, 336 N. Ben Maddox Way, Visalia, CA.

Award will be based on the lowest True Delivered Cost per ton, provided the bidder meets all technical, operational, and regulatory requirements of the RFB.

Section A – Bidder Information

Item	Description	Bidder Entry
1	Asphalt Plant Name	<u>Martin Marietta Materials - Visalia Asphalt</u>
2	Plant Address	<u>29779 Rd 68, Visalia, CA 93291</u>
3	Contact Person / Phone	<u>Pedro Ferreira/ 559-368-3242</u>

Section B – Bidder Pricing

Bidder hereby proposes to supply the City of Visalia, for the price listed (**Price shall include all costs associated with producing and loading asphalt meeting applicable State of California and local specifications.**) the following product:

Item	Description	Bidder Entry
T	¾" Hot Mix Asphalt	\$ <u>80</u> / ton *Does not include sales tax.

Award Tabulation (For Reference Only)

The City will use the following formula:

$$\mathbf{TDC = T + (0.22 \times D)}$$

Where:

T = Bidder's unit price (\$ per ton)

D = One-way distance from the asphalt plant to the City's designated delivery location (miles), as determined by the City

The factor 0.22 reflects the City's estimated hauling cost assumptions:

- Hauling rate = \$126/hour
- Average truck payload = 25 tons/load
- Average travel speed = 45 mph

- Derivation of Hauling Cost Factor
 - Hourly hauling rate: \$126/hour
 - Cost per mile: \$126 ÷ 45 mph = \$2.80 per mile
 - Cost per ton per mile: \$2.80 ÷ 25 tons = \$0.112 per ton per mile
 - Round-trip adjustment (2 × \$0.112); = \$0.224 per ton per one-way mile
 - Rounded for bid purposes to: 0.22

Bidder determines:

- Bidder's unit price (**T**) = \$85.00 per ton (example)

City determines:

- Distance (**D**) = 25 miles (example)

City Calculation:

$$\begin{aligned} \text{TDC} &= T + (0.22 \times D) \\ \text{TDC} &= 85.00 + (0.22 \times 25) \\ \text{TDC} &= 85.00 + 5.50 \\ \mathbf{\text{TDC}} &= \mathbf{\$90.50 \text{ per ton}} \end{aligned}$$

The City will apply this calculated value to all bids to determine the lowest True Delivered Cost per ton.

(1) Martin Marietta Materials - Visalia Asphalt
Bidding Firm

(2) Corporation
Corporation, Partner, Joint Venture

(3) 29779 Rd 68 Visalia California 93291
Business Address City State Zip Code

559-368-3242 pedro.ferreira@martinmarietta.com
Telephone Number E-mail Address

(4)  5/14/2026
Signature of Authorized Person (Date)

Pedro Ferreira
Type or Print Authorized Person's Name

PLEASE SEE THE FOLLOWING INSTRUCTIONS REGARDING SIGNATURE

(1) If the BIDDER is an individual, enter name here in style used in business; if a joint venture, exact name of entities joining in the venture; if a partnership, the correct trade style of the partnership; if a corporation, the exact name of the corporation.

(2) If BIDDER is other than an individual, identify here its character, i.e., joint venture, partnership, corporation, including the state of incorporation. If BIDDER is an individual operating under a trade name, state "an individual dba (trade name in full)".

(3) State on this line, the address to which all communications and notices regarding the Bid Proposal, and any contract awarded thereunder, are to be addressed.

(4) If BIDDER is a joint venture, signature must be by one of the joint venturers, and if one or both of the joint venturers is a partnership or a corporation, each participating partnership must sign by a general partner, and each corporation by an authorized officer or employee; if a partnership, by a general partner; if a corporation, by an authorized officer or employee. The title of the person signing must appear after his/her signature. Where BIDDER is a partnership or corporation, the names of all other general partners, or the president or secretary of the corporation and their business addresses must be shown below.

Note: All names must be typewritten under written signature. All Addresses must be complete with street number, city, state and zip code.

CITY OF VISALIA BUSINESS TAX CERTIFICATE NO.: _____
A City Business Tax Certificate (License) is not required to submit a bid; however, vendor is required to obtain a City License prior to commencement of work or if vendor is presently transacting business within the City of Visalia regardless of whether the business address is actually located within the City. Contact the Business License Division for clarification of questions at 559-713-4326.
Federal Tax I.D. No.: 56-184578

REFERENCES

Please list (3) companies as references of approximately the same size and characteristics of the product and/or equipment and/or materials as described in this bid.

<u>Company Name</u>	<u>Tel. No.</u>	<u>Contact</u>	<u>Product(s)</u>
1. Porterville Rock	559-781-6389	Jerry Cobb	Aggregate
2. Material Movers	559-349-1605	Garrett Jones	Trucking
3. W.T.B. Trucking	559-805-4871	Nick Young	Trucking

EXHIBIT "B-1"

NON-COLLUSION AFFIDAVIT

(Title 23 United States Code Section 112 and Public Contract Code Section 7106)

In accordance with Title 23 United States Code section 112 and Public Contract Code 7106 the bidder declares that bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.



May 14, 2026

Signature

Date

Note: The above Non-collusion Affidavit is part of the Bid/Proposal.
Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

EXHIBIT "B-2"

WORKERS' COMPENSATION INSURANCE CERTIFICATE
(CALIF. LABOR CODE § 3700)

STATE OF CALIFORNIA)
) ss
CITY OF VISALIA)

I am aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work under this contract.

Company: Martin Marietta Materials - Visalia Asphalt

Business Address: 29779 Rd 68, Visalia, CA 93291

Signature: 

Name of Signing Official: Pedro Ferreira

Title of Signing Official: Sales Representative

Date: May 14, 2026

Company Seal:

EXHIBIT "B-4"

Ownership Disclosure and California Levine Act Statement

The following disclosure and statement apply to the Bidder/Proposer/Contractor/Consultant/ Vendor/Supplier or Company:

1. submitting a bid or proposal in response to a solicitation by City of Visalia; or
2. as Awardee of a contract/purchase order which is subject to approval by the Visalia City Council.

OWNERSHIP DISCLOSURE

Martin Marietta Materials - Visalia Asphalt

Name of Bidder/Proposer/Contractor/Consultant/Vendor/Supplier or Company

29779 Rd 68, Visalia, CA 93291

Address

List the names of all principals, partners, and/or trustees. For corporations, provide names of officers, directors and all stockholders owning more than 10% equity interest in corporation:

CALIFORNIA LEVINE ACT STATEMENT

California Government Code Section 84308, also know as the "Levine Act," can prohibit members of the Visalia City Council from participating in any action related to a contract if he or she receives any political contributions totaling more than \$500 within the previous twelve (12) months, and for twelve (12) months following the date a final decision concerning the contract has been made, from the person or company awarded the contract. The Levine Act also requires disclosure of such contribution(s) by a party to be awarded a specific contract.

The following website contains a list of current Visalia City Council Members, https://www.visalia.city/government/city_council/default.asp. You are responsible for reviewing the names of Visalia City Council Members prior to making the following disclosure:

1. Have you or your company, or any agent on behalf of you or your company, made any political contributions of more than \$500 to a Visalia City Council Member in the twelve (12) months preceding the date of the submission of your proposals or the anticipated date of any City Council action related to this contract?
 YES:_____ NO:_____. If yes, please identify the City Council Member(s) and date(s) of contribution in the space below:

Council Member(s) Name

Date of Contribution(s)

Answering YES, does not preclude the City of Visalia from awarding a contract to your firm or from taking any subsequent action related to the contract. It does, however, preclude the identified Visalia City Council Member(s) from participating in any actions related to this contract.

NOTICE: The disclosure duty under state law continues for twelve (12) months after the award. If the above information regarding contributions changes during this time after the award, then the awardee is required to update this disclosure form.

Martin Marietta Materials - Visalia Asphalt

Print or Type Name of Bidder/Proposer/Contractor/Consultant/Supplier/Vendor/Company


Signature of Company Authorized Individual

Pedro Ferreira

Print or Type Name of Authorized Individual

May 14, 2026

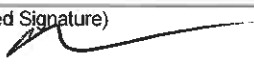
Date

EXHIBIT "B-5"

STATE OF CALIFORNIA
DRUG-FREE WORKPLACE CERTIFICATION
 STD.21 (REV.12-93)

CERTIFICATION

I, the official named below, hereby swear that I am duly authorized legally to bind the contractor or grant recipient to the certification described below. I am fully aware that this certification, executed on the date below, is made under penalty of perjury under the laws of the State of California.

CONTRACTOR/BIDDER FIRM NAME Martin Marietta Materials - Visalia Asphalt	FEDERAL ID NUMBER 56-1848578
BY(Authorized Signature) 	DATE EXECUTED May 14, 2026
PRINTED NAME AND TITLE OF PERSON SIGNING Pedro Ferreira	TELEPHONE NUMBER (Include Area Code) (559) 368-3242
TITLE Sales Representative	
CONTRACTOR/BIDDER FIRM'S MAILING ADDRESS 29779 Rd 68, Visalia, CA 93291	

The contractor or grant recipient named above hereby certifies compliance with Government Code Section 8355 in matters relating to providing a drug-free workplace. The above named contractor or grant recipient will:

1. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a).
2. Establish a Drug-Free Awareness Program as required by Government Code Section 8355(b), to inform employees about all of the following:
 - (a) The dangers of drug abuse in the workplace,
 - (b) The person's or organization's policy of maintaining a drug-free workplace,
 - (c) Any available counseling, rehabilitation and employee assistance programs, and
 - (d) Penalties that may be imposed upon employees for drug abuse violations.
3. Provide as required by Government Code Section 8355©, that every employee who works on the proposed contract or grant:
 - (a) Will receive a copy of the company's drug-free workplace policy statement, and
 - (b) Will agree to abide by the terms of the company's statement as a condition of employment on the contract or grant.
4. At the election of the contractor or grantee, from and after the "Date Executed" and until May 14, 2027 (NOT TO EXCEED 36 MONTHS), the state will regard this certificate as valid for all contracts or grants entered into between the contractor or grantee and this state agency without requiring the contractor or grantee to provide a new and individual certificate for each contract or grant. If the contractor or grantee elects to fill in the blank date, than the terms and conditions of this certificate shall have the same force, meaning effect and enforceability as if a certificate were separately, specifically, and individually provided for each contract or grant between the contractor or grantee and this state agency.

EXHIBIT "B-6"

AMERICANS WITH DISABILITIES ACT COMPLIANCE CERTIFICATE

By submission of a bid, the BIDDER certifies it will comply with the Americans with Disabilities Act, 42 U.S.C., 12101 et. seq., and will maintain compliance throughout the life of this Contract. By commencing performance of the Contract work, the selected BIDDER certifies to the Americans with Disabilities Act compliance.


Company: Martin Marietta Materials - Visalia Asphalt
Business Address: 29779 Rd 68, Visalia, CA 93291
Signature: 
Name of Signing Official: Pedro Ferreira
Title of Signing Official: Sales Representative
Date: May 14, 2026
Company Seal:
(if any)

EXHIBIT "B-7"

**IRAN CONTRACTING ACT CERTIFICATION
(PUBLIC CONTRACT CODE SECTION 2200 ET SEQ.)**

As required by California Public Contract Code Section 2204, the Contractor certifies subject to penalty for perjury that the option checked below relating to the Contractor's status in regard to the Iran Contracting Act of 2010 (Public Contract Code Section 2200 et seq.) is true and correct:



The Contractor is not:

- (1) Identified on the current list of persons and entities engaged in investment activities in Iran prepared by the California Department of General Services in accordance with subdivision (b) of Public Contract Code Section 2203; or
- (2) A financial institution that extends, for 45 days or more, credit in the amount of \$20,000,000 or more to any other person or entity identified on the current list of persons and entities engaging in investment activities in Iran prepared by the California Department of General Services in accordance with subdivision (b) of Public Contract Code Section 2203, if that person or entity uses or will use the credit to provide goods or services in the energy sector in Iran.



The City has exempted the Contractor from the requirements of the Iran Contracting Act of 2010 after making a public finding that, absent the exemption, the City will be unable to obtain the goods and/or services to be provided pursuant to the Contract.



The amount of the Contract payable to the Contractor for the Project does not exceed \$1,000,00 over the life of the contract (up to 5 years).

Signature: 
Printed Name: Pedro Ferreira

Title: Sales Representative
Agency Name: Martin Marietta Materials - Visalia Asphalt

Date: May 14, 2026

Note: In accordance with Public Contract Code Section 2205, false certification of this form shall be reported to the California Attorney General and may result in civil penalties equal to the greater of \$250,000 or twice the Contract amount, termination of the Contract and/or eligibility to bid on contracts for three years.

EXHIBIT "C"

S A M P L E (does not need to be submitted with Bid/Proposal)
ANNUAL CONTRACT TO SUPPLY HOT MIX ASPHALT MATERIALS
(City of Visalia Bid No. 25-26-35)

This Agreement, entered into and effective this 14 day of May, 2026 ["Effective Date"], by and between the City of Visalia, hereinafter referred to as the "CITY", and Martin Marietta Materials - Visalia Asphalt hereinafter referred to as the "CONTRACTOR", "BIDDER", or "SUBRECIPIENT".

RECITALS

WHEREAS, CONTRACTOR is an Corporation (insert individual or entity type) with a primary business address of 4123 Parklake Ave and SSN or EIN: 56-1848578; and Raleigh, NC 27612

WHEREAS, CITY is a municipal corporation and Charter Law City; and

WHEREAS, City of Visalia reviewed and evaluated responses to the Bid and determined to award a contract to CONTRACTOR for the Annual Project to Supply Hot Mix Asphalt Matherials; and

WHEREAS, CONTRACTOR represents it is licensed, qualified and willing to complete the Project pursuant to terms and conditions of this Agreement.

NOW, THEREFORE, CITY and CONTRACTOR agree as follows:

1. TERM:

The term of this Agreement shall commence on the Effective Date and expire upon completion of all obligations of the parties, unless earlier terminated by the parties. The initial contract term shall be for a twelve (12) month period and shall, at the City's option and with the consent of the CONTRACTOR, be extended annually thereafter for four (4) consecutive one-year periods. Additionally, this Agreement may be terminated for convenience. In the event of termination or expiration of this Agreement, CONTRACTOR shall transfer to CITY any funds and/or accounts receivable on hand attributable to the use of CITY funds.

2. ATTACHMENTS INCORPORATED:

The following are attachments for this Agreement. Said attachments are incorporated into this Agreement as if included in full in the body:

ATTACHMENT NO.	DESCRIPTION OF ATTACHMENT
Attachment 1	General Contract Provisions
Attachment 2	City of Visalia Bid 25-26-35, Annual Contract to Supply Hot Mix Asphalt Materials
Attachment 3	CONTRACTOR's bid in response to Bid No. 25-26-35

3. CONTRACTOR SCOPE OF SERVICES and COMMITMENTS*:

CONTRACTOR shall provide the following services for the stated compensation on or before the stated completion dates ("Scope of Services"):

All work described in Scope of Services in Bid No. 25-26-35.

4. CITY COMMITMENTS:

CITY shall perform the following tasks on or before the stated completion dates:

TASK	COMPLETION DATE
Pay Contractor for actual product received and invoiced.	As requested by Contractor

5. COMPENSATION:

CITY shall pay CONTRACTOR compensation for services as indicated in Paragraph 4 above; however, CITY shall pay not more than the following amount as total compensation under this Agreement, unless otherwise agreed in writing. Such sum shall be expended and paid by CITY on a reimbursement basis for services actually performed based on invoices, receipts, time sheets and similar documents presented by CONTRACTOR to CITY.

Total Compensation:	Not to exceed \$ _____ annually and not to exceed Contractor's stated bid prices.
Source of Funds:	Local Revenues
Payment Schedule:	Within 30 days of receipt of Contractor's itemized invoice.

6. CONTRACT PRICE ADJUSTMENTS:

All prices shall be firm and fixed for twelve (12) months from the annual anniversary date of the agreement. Prices may be adjusted annually at time of contract renewal and upon mutual agreement of the parties to the contract to allow for price increases or decreases for labor and benefit rates, supplies and materials.

It will be the responsibility of the contractor to request a price adjustment and to provide all documentation necessary. The request for price adjustment must be submitted to the Project Manager in writing a minimum of thirty (30) days but no sooner than ninety (90) days prior to the annual anniversary date of the agreement. Requests filed after this time will not be considered.

The unit prices for the ensuing contracts shall be based on the movement of the unadjusted figures of the **U.S. Bureau of Labor Statistics, Consumer Price Index (CPI) for all Urban Consumers (CPI-U, U.S. City Average, All Items)**. The contract unit prices may be changed in an amount equal to the percentage of movement for the most recent twelve-month period closest to the anniversary date of contract. **In no instance shall the price increase exceed 5%.** The contracts unit price changes as a result of this formula shall be binding on the contractor for the subsequent contract year. The adjustment of the unit bid price shall not be retroactive and shall apply only to changes incurred after approval.

IN WITNESS WHEREOF, this Agreement is executed on the day and year first above written.

CONTRACTOR

Dated: May 14, 2026

By: _____

Authorized Officer: I certify under penalty of perjury under the laws of the State of California that I am fully authorized to execute this Agreement for CONTRACTOR in the capacity I have stated, and that such execution is sufficient to bind the CONTRACTOR.

CITY OF VISALIA

Dated: _____

By: _____
City Manager

Dated: _____

By: _____
City Attorney

Dated: _____

By: _____
City of Visalia Risk Manager

Dated: _____

By: _____
City of Visalia Project Manager

Exhibit "C"
Attachment 1
GENERAL CONTRACT PROVISIONS

- A. Successors and Assigns:** This Agreement shall be binding upon and shall inure to the benefit of any successors to or assigns of the parties.
- B. Prohibition of Assignment:** Neither party shall assign, delegate or transfer their rights and duties in this Agreement without the written consent of the other party.
- C. Notices:** Notice shall be sufficient hereunder if personally served upon the City Clerk of the CITY or an officer or principal of the CONTRACTOR, or if sent via the United States Postal Service, postage prepaid, addressed as follows:

CITY OF VISALIA
707 W. Acequia Ave.
Visalia, CA 93291
Attention: City Clerk

CONTRACTOR
Martin Marietta Materials - Visalia Asphalt
29779 Rd 68, Visalia, CA 93291
Attention: _____

- D. Independent Contractor:** It is understood and agreed by the parties herein that CONTRACTOR, in the performance of this Agreement, shall act as an independent contractor, and therefore shall obtain no rights to any fringe benefits that accrue to regular full-time CITY employees.
- E. Jurisdiction/Venue/Waiver Of Removal:** This Agreement shall be administered and interpreted under the laws of the State of California. Jurisdiction of litigation arising from this Agreement shall be in California. Any action brought to interpret or enforce this Agreement, or any of the terms or conditions hereof, shall be brought in Tulare County, California. The CONTRACTOR hereby expressly waives any right to remove any action to a county other than Tulare County as permitted pursuant to Section 394 of the California Code of Civil Procedure.
- F. Integration/Modification:** This Agreement and each of the documents and exhibits or attachments referenced herein, which are incorporated by reference, represents the entire understanding of the parties as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. This Agreement may not be modified or altered except in writing signed by the parties, unless otherwise explicitly authorized.
- G. Conflict With Law:** If any part of this Agreement is found to be in conflict with applicable laws, such part shall be inoperative, null and void insofar as it is in conflict with said law, but the remainder of the Agreement shall be in full force and effect.
- H. Indemnification:** The CONTRACTOR waives any and all claims and recourse against the CITY, including the right of contribution of loss or damage to person or property arising from, growing out of, or in any way connected with or incidental to the CONTRACTOR's performance of this Agreement, except claims arising from the concurrent or sole negligence of the CITY or its officers, agents or employees. The CONTRACTOR will indemnify, hold harmless, and defend (at CITY's option) the CITY against any and all claims, demands, damages, costs, expenses, or liability arising out of the CONTRACTOR's performance of this Agreement except for liability arising out of the concurrent or sole negligence of the CITY or its officers, agents, or employees.
- I. I. Guarantees and Warranties:**
1. **IN GENERAL:** All guarantees and warranties specifically called for by the specifications and/or this Agreement shall expressly run to the benefit of the CITY.

2. **WARRANTIES:** Warranties required by the Invitation to Bid or this Agreement shall commence on the date of acceptance of the product by CITY.

CONTRACTOR warrants that the materials, products and/or equipment furnished under the Agreement will be new and of recent manufacturer unless otherwise specified and in conformance with the Agreement. Materials, products, and/or equipment that does not conform may be considered defective. This warranty excludes remedy for damage or defect caused by abuse, modifications not executed by the CONTRACTOR, improper or insufficient maintenance, improper operation, or normal wear and tear under normal usage.

CONTRACTOR warrants that title to all products by an application for payment will pass to the CITY by the receipt of payment by the CONTRACTOR, whichever occurs first, free and clear of all liens.

CONTRACTOR warrants that it has good title to all materials, products, and/or equipment free from all liens.

- J. Attorney's Fees:** In the event either party commences any action, arbitration or legal proceedings for the enforcement of this Agreement, the prevailing party, as determined by the court or arbitrator, shall be entitled to recovery of its attorney's fees and court costs incurred in the action brought thereon.
- K. Headings:** Section headings are provided for organizational purposes only and do not in any manner affect the scope or intent of the provisions thereunder.
- L. Firearms Prohibited:** Guns may not be carried by contractors /vendors/consultants while working on City of Visalia premises without the expressed written approval of a City of Visalia Department Head, or an exemption in the contract. If a contractor/vendor/consultant is caught carrying a gun, without City permission, their contract will be terminated.
- M. Executive Order N-6-22 – Russia Sanctions:** On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. The State shall provide Contractor advance written notice of such termination, allowing Contractor at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.



Quote ID: 50390812
Customer: CITY OF VISALIA
Attention:
Project Name: RFB NO 25-26-35 SUPPLY HOT MIX ASPHALT
Project Location: 707 W ACEQUIA AVE
VISALIA, CA 93291
Project GPS:
Customer Phone:
Customer Email:
Bid Date: 5/14/2026
Exp Date: 5/14/2027
Revised Date:

Martin Marietta is pleased to quote prices on the following products for the above listed project:

Plant	Product ID	Product Name	Quantity	UOM	Product FOB Price	Freight	Truck Type	Total Price Per Unit
Visalia Asphalt	ENV-FEE-EA	ENVIRONMENTAL FEE (LOAD/EACH)	1	EA	\$10.00	-	-	\$10.00
Visalia Asphalt	8440	3/4" HMA TYPE A	3,000	TN	\$80.00	-	-	\$80.00

General Terms and Conditions of Sale

THE TERMS AND CONDITIONS ON THE BACK OF THE QUOTATION SUPERSEDE ANY AGREEMENT SUBMITTED BY THE BUYER AND ARE INCORPORATED HEREIN AND ARE PART OF THE AGREEMENT BETWEEN BUYER AND SELLER. ALL PRICES ARE SUBJECT TO CHANGE WITHOUT NOTICE. SELLER MUST RECEIVE BUYER'S WRITTEN ACCEPTANCE OF THE QUOTATION NO LATER THAN THIRTY (30) DAYS AFTER THE QUOTATION DATE STATED ON THE FACE OF THIS QUOTATION. IF BUYER'S WRITTEN ACCEPTANCE IS NOT RECEIVED WITHIN SUCH TIMEFRAME, THE JOB QUOTATION IS EXPIRED. PURSUANT TO THE FOREGOING, THIS OFFER IS HELD OPEN FOR LESS THAN THE TIME DURATION STATED IN CALIFORNIA COMMERCIAL CODE SECTION (UCC) 2205(B).d.

Billing

When placing an order with Martin Marietta Materials, please reference the unique quote number provided by Martin Marietta Materials. This quote number is essential for accurate order processing and billing. Failure to provide the quote number may result in delays and billing errors. It is the Buyer's responsibility to ensure that the quote number referenced accurately corresponds to the quoted products, services, and pricing. Any discrepancies or changes to the quoted information should be communicated to Martin Marietta Materials in advance and in writing.

Normal Business Hours

Materials quoted are valid for pickup during normal business hours. Normal Business Hours are defined as 7:00AM - 3:00PM, Monday through Friday, excluding holidays.

Oil Escalation

Due to the volatility of liquid asphalt binder, no price protection will be given on the hot mix asphalt quoted above. Any increase in the price of the posted Caltrans crude oil index at the time of paving over the crude oil index posted above at the time of quote will be added to the rate quoted per ton of hot mix. The crude oil adjustment added to the quoted rate will be \$0.30 / ton of hot mix asphalt sold for each \$5.00 / ton increase in the posted Caltrans crude oil rate at the time of hot mix asphalt production over the Caltrans crude oil rate at the time of the foregoing quotation. No deductions will be accepted or agreed upon in the event of Caltrans oil index decrease from time of quote to hot mix asphalt production.

Fees Outside of Normal Plant Hours - Subject to minimum volume and schedule restrictions

- 1- Material pickup before or after Normal Business Hours will be charged an additional fee of \$400/hour for up to 2 hours.
- 2-Material pickup more than 2 additional hours outside Normal Business Hours will be charged an additional fee of \$1,000/hour
- 3-Saturday shifts will be charged a lump sum fee of \$3,000 for 8 hours shift
- 4-Sundays shifts will be charged a lump sum fee of \$5,000 for 8 hours shift

Safety Rules at Our Plants - Driver Compliance

All drivers and personnel must strictly adhere to our safety rules and guidelines while on our plant premises. This includes but is not limited to following posted safety signs, speed limits, wearing appropriate personal protective equipment (PPE), and maintaining a safe and cautious demeanor at all times.

Failure to comply with our safety rules may result in the following consequences:

- a. We reserve the right to refuse loading of the truck if the driver or personnel are found in violation of our safety rules.
- b. In the case of repeated safety rule violations by the same driver, they may be denied access to our plant premises in the future.

By entering our plant premises, you acknowledge that you have read, understood, and agreed to comply with our safety rules and guidelines. Failure to adhere to these rules may result in consequences as outlined in these Terms. We reserve the right to amend these Terms at any time, and the most



recent version will be available on our website or provided upon request. Your commitment to safety is appreciated, and together, we can maintain a safe working environment at our plants.

Prices are subject to change without notice unless accepted within 30 days of bid date above.

ALL MATERIALS SUBJECT TO AVAILABILITY

All products are quoted F.O.B plant and subject to all applicable sales tax and a \$10.00 per truck load Environmental Recovery Fee
72+ HOUR NOTICE IS REQUIRED. PLANT OPENING FEE MAY BE APPLIED TO PRIOR DAY CANCELATIONS (LESS THAN 24 HOURS)
PLANT QC RESULTS OVERRIDE FIELD QC RESULTS
THE PLANT WILL PRODUCE THE QUANTITY ORDERED – AND WILL BE BILLED WHETHER TAKEN OR NOT
NO QUALITY INCENTIVE OR DISINCENTIVES WILL BE TAKEN
NO PROJECT QC TESTING INCLUDED

BY SIGNING BELOW OR ACCEPTING PRODUCTS SOLD BY MARTIN MARIETTA, THE CUSTOMER AGREES TO BE BOUND BY THE TERMS AND CONDITIONS FOLLOWING THIS SIGNATURE LINE:

5/14/2026

FERREIRA, PEDRO

Date

Accepted By

Date

ACCEPTANCE: FOR THIS JOB QUOTATION TO BE EFFECTIVE, SELLER MUST RECEIVE BUYER'S WRITTEN ACCEPTANCE OF THE QUOTATION BID NO LATER THAN THIRTY (30) DAYS AFTER THE JOB QUOTATION DATE STATED ON THE FACE OF THIS QUOTATION. IF BUYER'S WRITTEN ACCEPTANCE IS NOT RECEIVED WITHIN SUCH TIMEFRAME, THE JOB QUOTATION IS EXPIRED. PURSUANT TO THE FOREGOING, THIS OFFER IS HELD OPEN FOR LESS THAN THE TIME DURATION STATED IN CALIFORNIA COMMERCIAL CODE SECTION (UCC) 2205(B).



Terms and Conditions:

1. All references to "Martin Marietta" or "Seller" shall include Martin Marietta Materials, Inc. and its subsidiaries and affiliates. This quotation will be valid for a period of thirty (30) days unless otherwise set forth on the face hereof. In order to make it a binding agreement, the Customer must accept all of its terms by either signing and returning a copy to Martin Marietta or by accepting products sold by Martin Marietta within that period of time. Any quotation that does not become binding prior to the quote expiration date above will lapse.
2. If the terms of this quotation are accepted, it will constitute an agreement under which Martin Marietta will sell the products shown to the Customer, and the Customer will purchase such products from Martin Marietta, for the prices indicated, during the time period specified at the time of sale or agreed to by the parties in writing.
3. At the time of shipment, Martin Marietta warrants good title and conformance to the specifications set forth on the face hereof or, if no specifications are so referenced, the customary specifications of Martin Marietta for such products from the facility of Martin Marietta indicated above. No other specifications will apply, including, without limitation, those relating to moisture. OTHER THAN THE WARRANTIES STATED IN THE FIRST SENTENCE OF THIS PARAGRAPH, MARTIN MARIETTA HEREBY EXCLUDES ANY AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, WRITTEN OR ORAL, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, ALL WARRANTIES OF FITNESS FOR ANY PARTICULAR PURPOSE AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION WITH RESPECT TO PRODUCT REACTIVITY, COLOR OR OTHERWISE. IF PRODUCT IS UNSATISFACTORY, MARTIN MARIETTA'S LIABILITY IS LIMITED TO FURNISHING REPLACEMENT PRODUCTS. IN NO EVENT SHALL MARTIN MARIETTA BE LIABLE TO CUSTOMER FOR LOSS OF PROFITS OR REVENUE OR FOR ANY OTHER CONSEQUENTIAL, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES.
4. All products will be delivered FOB at the particular facility of Martin Marietta indicated on the face hereof. Deliveries will occur in a manner that conforms to customary industry practice. If deliveries are to occur at a jobsite, it shall be reflected on the face hereof, and a safe and secure delivery area must be provided by the Customer. QUOTED FREIGHT COSTS ARE ESTIMATES ONLY FOR PURCHASER'S CONVENIENCE AND FREIGHT COSTS AND AVAILABILITY ARE NOT GUARANTEED BY SELLER. Deliveries made inside curb line or on the lot are at Customer's risk only, and Martin Marietta accepts no responsibility whatsoever for damage resulting from such deliveries.
5. The Customer will be responsible for all compaction and other preparatory work required at the jobsite prior to the placement of the products. Martin Marietta will not be responsible for any problems that may arise if such preparatory work is not properly performed.
6. The prices set forth above are based upon the provisions of this quotation and the customary production and delivery practices of Martin Marietta. If the Customer hereafter requests action by Martin Marietta that is not customary, Martin Marietta will attempt to comply with the request, subject to the following:
 - A. If the Customer requests additives to products which are not a part of the applicable specifications described above, they will be added by Martin Marietta, if available, and an amount equal to the then standard price of Martin Marietta for such additives will be added to the purchase price. Customer remains responsible for determining appropriate specifications and additives, if any, appropriate for its specific project.
 - B. If the Customer requests delivery FOB at the jobsite in trucks or trailers that are different from customary tractors with end or bottom dump trailers, Martin Marietta will attempt to comply with such request and, if successful, will add the then standard prices of Martin Marietta for such trucks or trailers to the purchase price.
 - C. If the Customer requests deliveries of products at night or on weekends or holidays, Martin Marietta will attempt to comply with such request, subject to sufficient advance notice and a prior agreement with the Customer regarding additional charges for such services that will be added to the purchase price.
7. Martin Marietta may also add amounts to the purchase prices to reflect fuel surcharges or freight rate increases that are imposed by third parties in connection with any shipment of the products shown or any materials that are used in the production thereof, or any other recuperative charges that are then applied by Martin Marietta to similar sales. Demurrage charges will begin after the first hour of waiting at the jobsite and will be \$50 per hour per truck, charged in no less than 30 minute increments.
8. Shipments are subject to prior credit approval. If credit is approved, all payments must be made in accordance with the then applicable credit policies of Martin Marietta, and if not so made, the agreement that is contemplated herein may be terminated by Martin Marietta immediately. Terms of payment are net 30 days following date of invoice, and payment is not dependent on receipt of payment by Customer from Owner or others. If not paid when due, Customer agrees to pay interest charges at the rate of 1.5% per month or the maximum lawful rate, whichever is lower, and Martin Marietta's reasonable costs of collection, including reasonable attorney's fees.
9. All deliveries of products are subject to delays that may be experienced by Martin Marietta in connection with adverse weather conditions, labor disputes, strikes, sabotage, war, governmental action, mechanical failures, inventory shortages, rail or truck transportation, and other similar events. Under such circumstances, Martin Marietta shall have the additional time needed to complete the order and/or the right to allocate the available supply in any manner it selects.
10. The Customer will be responsible for any taxes owed as a result of the sale of products hereunder unless the Customer provides Martin Marietta with a valid tax exemption certificate or other documentation properly indicating that such taxes should not be collected.
11. Martin Marietta shall not be deemed to have waived any right, power, privilege or remedy unless such waiver is expressly in writing and duly executed. No partial exercise, failure to exercise, delay in exercising or course of dealing with respect to any right, power, privilege or remedy shall operate as a waiver thereof by Martin Marietta or of any other right, power, privilege or remedy.
12. These terms shall control the sale and purchase of the products shown and shall be a part of the Customer's purchase agreement and may not be modified or altered in any way unless expressly approved in writing by a duly authorized representative of Martin Marietta. Any acceptance by the Customer that change the terms hereof will not be effective. Martin Marietta is not bound by any Prime Contract between Owner and Customer which Seller has not signed.
13. Buyer hereby acknowledges that Seller has made "Proposition 65" warnings required under Title 27, Article 6 of California Code of Regulations, § 25600, et seq., available to Buyer and agrees that as between Buyer and Seller, Seller is relieved from liability under such provisions and from any further responsibility to provide Proposition 65 warnings to any packager, importer, supplier, distributor, retail seller, consumer or end user of the goods.
14. The laws of the state of North Carolina shall govern the validity, interpretation, construction and effect of these terms and conditions and any Order, without regard to principles of conflict or choice of law.

HAZ-COM WARNING

DANGER

May cause cancer.
May cause damage to organs (lung) through prolonged or repeated exposure
Causes skin irritation and serious eye irritation

Concrete, mortar, cement, and cement admixtures may contain crystalline silica. Prolonged and repeated breathing of crystalline silica dust may cause lung cancer or silicosis. Such products may also cause skin burns, serious eye, nose and respiratory tract irritation and damage, and serious allergic skin reactions. Take appropriate safety precautions and use appropriate protective clothing and equipment when handling. Wash affected areas with water and seek medical attention if symptoms of exposure persist. Dispose waste according to Federal, State and Local regulations. For detailed information, see the Safety Data Sheet before using or handling.



PROP 65 WARNING FOR CALIFORNIA RESIDENTS

This product can expose you to chemicals including Lead, which is known to the State of California to cause cancer and birth defects or other reproductive harm. For more information go to www.P65warnings.ca.gov

Aggregates

DANGER

May cause cancer.
May cause damage to organs (lung) through prolonged or repeated exposure.
Causes skin irritation and serious eye irritation.



See SDS for further information

Prevention: Obtain special instructions before use. Do not handle until all safety precautions have been read and understood. Wash thoroughly after handling. Do not eat, drink or smoke when using this product. Avoid Supplemental breathing dust. Use only outdoors in a well ventilated area. Wear protective gloves, clothing, eye protection and face protection.
Response: If exposed or concerned: Get medical advice/attention. If on skin: Wash with plenty of water. Take off contaminated clothing and wash it before reuse. If in eyes: Rinse continuously with water for several minutes. Remove contact lenses, if present and easy to do.
Storage: Restrict or control access to stockpile areas (store locked up). Engulfment hazard: To prevent burial or suffocation, do not enter confined space, such as a silo, bulk truck or other storage container or vessel that stores or contains aggregates without an effective procedure for assuring safety.
Disposal: Dispose of contents/container in accordance with local, regional, national, and international regulations.
Information: Before handling product determine appropriate ventilation or respiratory protection. Repeated inhalation of respirable crystalline silica (quartz) may cause lung cancer. Health risk is dependent upon work duration and levels of potential silica exposure in the workplace.

Martin Marietta Materials • 4123 Parklake Ave • Raleigh, NC 27612
www.martinmarietta.com • 720-245-6400

Hot Mix Asphalt

DANGER

May cause cancer.
May cause damage to organs (lung) through prolonged or repeated exposure.
Causes skin irritation and serious eye irritation.



See SDS for further information

Prevention: Obtain special instructions before use. Do not handle until all safety precautions have been read and understood. Wash thoroughly after handling. Do not eat, drink or smoke when using this product. Avoid Supplemental breathing dust. Use only outdoors in a well ventilated area. Wear protective gloves, clothing, eye protection and face protection. Contaminated clothing must not be allowed out of the workplace.
Response: If exposed or concerned: Get medical advice/attention. If you feel unwell or irritation or rash occurs. If on skin: Take off contaminated clothing immediately and wash it before reuse. Wash with plenty of water. If in eyes: Rinse continuously with water for several minutes. Remove contact lenses, if present and easy to do, if inhaled: Remove to fresh air and keep comfortable for breathing. If swallowed: Rinse mouth. Do not induce vomiting.
Storage: Keep container tightly closed.
Disposal: Dispose of contents/container in accordance with local, regional, national, and international regulations.
Information: Before handling product determine appropriate ventilation or respiratory protection. Repeated inhalation of respirable crystalline silica (quartz) may cause lung cancer. Health risk is dependent upon work duration and levels of potential silica exposure in the workplace.

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Bark or Soil Products

WARNING

Harmful if swallowed.
Harmful if inhaled.
Causes serious eye irritation.



See SDS for further information

Prevention: Obtain special instructions before use. Do not handle until all safety precautions have been read and understood. Wash thoroughly after handling. Do not eat, drink or smoke when using this product. Avoid Supplemental breathing dust. Use only outdoors in a well ventilated area. Wear protective gloves, clothing, eye protection and face protection.
Response: If exposed or concerned: Get medical advice/attention if you feel unwell or irritation or rash occurs. If on skin: Wash with plenty of water. Take off contaminated clothing immediately and wash it before reuse. If in eyes: Rinse continuously with water for several minutes. Remove contact lenses, if present and easy to do.
Storage: Restrict or control access to stockpile areas.
Disposal: Engulfment hazard: To prevent burial or suffocation, do not enter confined space, such as a silo, bulk truck or other storage container or vessel that stores or contains aggregates without an effective procedure for assuring safety.
Information: Dispose of contents/container in accordance with local, regional, national, and international regulations. Before handling product determine appropriate ventilation or respiratory protection. Repeated inhalation of respirable crystalline silica (quartz) may cause lung cancer. Health risk is dependent upon work duration and levels of potential silica exposure in the workplace.

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Quote ID: 50390812, Customer: CITY OF VISALIA, Project Name: RFB NO 25-26-35 SUPPLY HOT MIX ASPHALT

JOB INFORMATION SHEET

Project Type (check all that apply):

- Private: Commercial Residential
- Public: Federal State County City

1. **Materials to be Furnished** (check all that apply): Aggregate Cement Ready Mix Asphalt Magnesium
 Total amt of materials: \$ _____ PO#: _____ (attach copy of PO/quote to this form)
 Projected Start Date: _____ Estimated completion date: _____

2. Martin Marietta Customer Information:

Martin Marietta account number: _____
 Company Name: _____
 Address: _____
 City: _____ State: _____ Zip: _____
 Phone: _____ Email: _____

3. Martin Marietta Customer Job Details:

We are the (check one): Property Owner GC Sub-Contractor Other: _____
 Are you installing materials? Yes No Which party are you contracted by? Property Owner GC Sub-Contractor
 Is your company sales tax exempt on this job? Yes (if yes, attach tax exemption certificate to this form) No

A. Project Details

Job Name: _____
 Job Address: _____
 City: _____ State: _____ Zip: _____
 County: _____ (attach legal description of property if available)

B. Property Owner

Name: _____ Contact Name: _____
 Address: _____
 City: _____ State: _____ Zip: _____
 Email: _____
 Phone: _____ Fax: _____

C. General Contractor

Name: _____ Contact Name: _____
 Address: _____
 City: _____ State: _____ Zip: _____
 Email: _____
 Phone: _____ Fax: _____

D. Sub-Contractor (if other than your company)

Name: _____ Contact Name: _____
 Address: _____
 City: _____ State: _____ Zip: _____
 Email: _____
 Phone: _____ Fax: _____

E. Bonding/Surety Company (if applicable, a copy of the payment bond is required with this form)

F. Lending Company

Name: _____ Contact Name: _____
 Address: _____
 City: _____ State: _____ Zip: _____
 Email: _____
 Phone: _____ Fax: _____

Martin Marietta Customer Signature: _____ Date: _____

Signor's Name (please print): _____ Title: _____

Please return this form and required attachments to your Martin Marietta sales representative.