Department of General Services
Procurement Division
707 Third Street, 2nd Floor
West Sacramento, CA 95605-2811

State of California

CONTRACT NOTIFICATION

****NON-MANDATORY****

CONTRACT NUMBER:	1-09-56-20-01-A
DESCRIPTION:	Asphalt Concrete, Plant Mix, Delivered
CONTRACTOR(S):	Thomas R. Bess, Inc.
CONTRACT TERM:	02/19/2009 through 02/18/2011
DISTRIBUTION LIST:	Department of Transportation Posted Electronically on http://www.pd.dgs.ca.gov/contracts/56-20
AREA	District 1 – Areas 3 & 9
STATE CONTRACT ADMINISTRATOR:	Sallianne Salinas (916) 375-4486 Sallianne.salinas@dgs.ca.gov

ORIGINAL SIGNED
Jim Butler, Deputy Director

Date: 2/19/09

Contract (Non-Mandatory) 1-09-56-20-01-A
Contract Notification and User Instructions

1. SCOPE

The State's contract with Thomas R. Bess, Inc. provides Asphalt Concrete, Plant Mix, Delivered at contracted pricing to the State of California Department of Transportation (DOT) in accordance with the requirements of Contract # 1-09-56-20-01-A. The contractor shall supply the entire portfolio of products as identified in the contract and will be the primary point of contact for data collection, reporting, and distribution of Asphalt Concrete, Plant Mix, Delivered to the State.

The contract term is for two (2) years with an option to extend the contract for one (1) additional one (1) year period or portion thereof. The terms, conditions, and prices for the contract extension option shall be by mutual agreement between the contractor and the State. If a mutual agreement cannot be met the contract may be terminated at the end of the current contract term.

2. CONTRACT USAGE/RULES

A. The use of this contract is non-mandatory for the Department of Transportation. Local governmental agencies are not eligible to utilize the contract.

B. DOT must adhere to all applicable State laws, regulations, policies, best practices, and purchasing authority requirements, e.g. California Codes, Code of Regulations, State Administrative Manual, Management Memos, and State Contract Manual Volume 2 and 3, as applicable.

C. Prior to placing orders against this contract, DOT must have been granted purchasing authority by the Department of General Services, Procurement Division (DGS/PD) for the use of the State's statewide contracts. The department's current purchasing authority number must be entered in the appropriate location on each purchase document. Departments that have not been granted purchasing authority by DGS/PD for the use of the State's statewide contracts may access the Purchasing Authority Application at http://www.pd.dgs.ca.gov/deleg/pamanual.htm or may contact DGS/PD's Purchasing Authority Management Section by e-mail at pams@dgs.ca.gov.

D. DOT are required to have a Department of General Services (DGS) agency billing code prior to using this contract. DGS agency billing codes may be obtained by emailing the DGS billing code contact with the following:

- State Department
- Contact name
- Telephone number
- Mailing address
- Facsimile number and e-mail address

DGS Billing Code Contacts:

- Marilyn.ebert@dgs.ca.gov and
- Wilson.lee@dgs.ca.gov

Contract (Non-Mandatory) 1-09-56-20-01-A
Contract Notification and User Instructions

3. CONTRACT USAGE REPORTING:

The contractor shall provide an electronic contract usage report to the State Contract Administrator on a monthly basis. The contract usage report shall detail all invoiced purchases against the contract during the specified reporting period and must contain at a minimum, but not limited to, the following data elements:

1. Supplier Contract Usage ID
2. Ordering Agency Name
3. Purchase Authority Number
4. Agency Billing Code
5. Purchase Order Number
6. Purchase Order Date
7. Contract Line Item Number (CLIN) (RFP ID)
8. UNSPSC Code (Version 10)
9. Manufacturer Part Number (OEM #)
10. Manufacturer
11. SKU # / Item #
12. Item Description
13. Unit of Measure
14. Quantity in Unit of Measure (If Applicable)
15. Quantity
16. List Price / MSRP
17. Contract Unit Price
18. Contract Discount
19. Extended Contract Price Paid

4. DGS ADMINISTRATIVE FEES

The DGS will bill each ordering department an administrative fee for use of this statewide contract. The administrative fee should NOT be included in the order total, nor remitted before an invoice is received from DGS.

For current fees, click on "DGS Price Book" at: http://www.ofs.dgs.ca.gov/Price+Book/P/Purchasing.htm.

5. CONTRACT ADMINISTRATION

Both the State and the contractor(s) have assigned contract administrators as the single points of contact for problem resolution and related contract issues.

State Contract Administrator:	Sallianne Salinas
Address:	DGS/Procurement Division 707 Third Street, 2nd Floor West Sacramento, CA 95605
Telephone:	(916) 375-4486
Facsimile:	(916) 375-4613
E-Mail:	Sallianne.salinas@dgs.ca.gov

Contract (Non-Mandatory) 1-09-56-20-01-A
Contract Notification and User Instructions

Contractor:	Thomas R.Bess, Inc.
Supplier ID:	225345
Contract Administrator:	Thomas Bess
Address:	110 Memory Lane Carlotta, CA 95528
Telephone:	(707) 768-3427
Facsimile:	(707) 768-3446
E-Mail:	trbess@suddenlink.net
Terms of Payment:	Net
FOB:	Destination
Minimum Order:	See Attachment A

6. PROBLEM RESOLUTION/SUPPLIER PERFORMANCE

DOT and/or contractors shall inform the State Contract Administrator of any technical or contractual difficulties encountered during contract performance in a timely manner. This includes and is not limited to informal disputes, supplier performance, outstanding deliveries, etc.

For contractor performance issues, ordering departments must submit a completed Supplier Performance Report via email or facsimile to the State Contract Administrator identified in Article 4. The ordering department should include all relevant information and/or documentation (i.e. Purchase documents).

7. CONTRACT PRICING

All pricing is listed on Attachment A, Contract Pricing.

8. PRICE ESCALATION:

Material Costs:

The contractor may submit a request for price increase, in writing, to the State Contract Administrator no earlier than 60 days from the effective date of the contract.

1. Requests for price increases shall include substantiated information to support the proposed escalation (e.g., manufacturer's price list, significant changes in published market indicators for the industry, certified raw material cost data and any other substantiating information as requested by the State).

2. Upon receipt of such notice, the State reserves the right to either:

   a. Accept the escalation as competitive with the general market price at that time; effective 30 days from receipt of an acceptable notice; or

   b. Negotiate proposed price escalation. Note: The State will notify, in writing, the contractor of its desire to negotiate. The State will have ten (10) working days to complete negotiations; or

   c. Cancel any unpurchased balance of the contract without prejudice, effective upon written notice from the State.

Note: If negotiations fail to produce any agreement, the State reserves the right to exercise Options 2.a or 2.c with an effective date no later than ten (10) working days after the unsuccessful negotiation.

3. No price increase shall apply to quantities ordered from the contract prior to the effective date of the price increase.

4. Accepted escalation price increase shall be firm for a minimum period of 60 days from the effective date of the approved price increase. Any additional requests for price increases must be submitted, in writing, to the State Contract Administrator no earlier than 60 calendar days from the effective date of the original or prior price increase approval.

Fuel Costs:

1. The contractor may submit a proposed escalation for delivery cost, in writing, to Procurement Division when the cost of fuel has increased no less than ten percent from the original fuel cost. Such notice shall include substantiated information to support the proposed escalation from the published OPIS (Oil Price Information Service) the market indicator for the fuel industry. The Department of General Services, Procurement Division tracks and monitors such fuel changes. Procurement Division publishes the weekly fuel rate changes. The fuel rates can be accessed and viewed on Procurement Division's web site at (www.pd.dgs.ca.gov/contracts/fuelrates).

2. Upon receipt of such notice the State reserves the right to either:
   a. Accept the escalation as competitive with the general market price at that time, effective 30 days from receipt of an acceptance notice; or

   b. Negotiate a proposed price escalation; Note: The State will notify, in writing, the contractor of its desire to negotiate. The State will have ten (10) working days to complete negotiations; or

   c. Cancel any unpurchased balance of the contract without prejudice, effective upon written notice from the State.

3. No price increase shall apply to quantities ordered from the contract prior to the effective date of the price increase.

4. Accepted escalation price increase shall be firm for a minimum period of 60 days from the effective date of the approved price increase. Any additional requests for price increases must be submitted, in writing, to the State Contract Administrator no earlier than 60 calendar days from the effective date of the original or prior price increase approval.

Price Declines:

The Contractor shall immediately notify the State Contract Administrator for all manufacturers' price declines and the State shall receive full benefit of such declines, effective on the date of manufacturer's public announcement.

9. SPECIFICATIONS

All products delivered against any contract resulting from this bid MUST comply with the applicable Department of Transportation, Standard Specifications, latest edition, Sections 39, 92, and 93. Products delivered must comply with minimum paving temperature of asphalt concrete per specification Section 39.

To obtain a copy of the Department of Transportation, Standard Specification contact Publications Unit of the Division of Procurement and Contract at (916) 323-5606 or by fax at (916) 324-8997 or at

Department of Transportation's website at
http://www.dot.ca.gov/hq/esc/oe/specifications/std_specs/2006_StdSpecs/
Asphalt content shall be between 5% and 7% as specified by the State. Aggregate samples and liquid shall be presented to the District Materials lab as requested by the State prior to the delivery. The State reserves the right to have an inspector at plant during production of all material made to fill the order.

10. PURCHASE EXECUTION

a. State departments must use the Purchasing Authority Purchase Order (Std. 65) for purchase execution. An electronic version of the Std. 65 is available at the Office of State Publishing web site: http://www.dgs.ca.gov/osp (select Standard Forms).

All Purchasing Authority Purchase Orders (Std. 65) must contain the following:

- Agency Order Number (Purchase Order Number)
- Ordering Agency Name
- Agency Billing Code
- Purchasing Authority Number
- Leveraged Procurement Number (Contract Number)
- Supplier Information (Contact Name, Address, Phone Number, Fax Number, E-mail)
- Line Item number
- Quantity
- Unit of Measure
- Commodity Code Number
- Product Description
- Unit Price
- Extension Price

B. All ordering departments will submit a copy of executed purchase documents to:

DGS - Procurement Division (IMS# Z-1)
Attn: Data Entry Unit
707 Third Street, 2nd Floor North
West Sacramento, CA 95605-2811

11. ORDERING PROCEDURE

Ordering departments are to submit appropriate purchase documents directly to the contractor(s) via one of the following ordering methods:

- U.S. Mail
- Facsimile
- Email

The ordering information for the contractor is listed in Section 5 on page 4 of this solicitation.

When using any of the ordering methods, all State departments must conform to proper State procedures.

12. MINIMUM ORDER

See individual districts and areas.

Deliveries for less than the minimum order quantity shall be considered non-contract purchases and may be purchased from other sources – or, by mutual agreement between the contractor and the ordering location – may be delivered at the contract price.

13. ORDER ACKNOWLEDGEMENT

The contractor will provide the ordering agencies with an order receipt acknowledgement containing a unique order number either via e-mail or facsimile within 48 hours of receipt of order.

The acknowledgement will include:

- Ordering Agency Name
- Agency Order Number (Purchase Order Number)
- Purchase Order Total Cost
- Delivery Completion Date

14. DELIVERY SCHEDULES

DELIVERY AREAS

Delivery shall be made only to the listed awarded Districts, Areas and Locations specified herein except by written authorization from State of California, Department of General Services, Procurement Division.

District 1, Areas 3 & 9	Humboldt and Mendocino Counties

REGULAR DELIVERY REQUIREMENTS

The State shall place orders with the contractor at least forty-eight (48) hours prior to the requested delivery date and time.

Department of Transportation will determine and notify the contractor of the expected arrival time at the job site, the number of trucks and rounds required per truck or time intervals and quantity at time of order.

The Contractor agrees to deliver during the operating hours of 7:00 a.m. to 5:00 p.m., Monday through Friday except State observed holidays.

Contractor is requested to make deliveries in Los Angeles County, Orange County, San Bernardino Metropolitan Area, and San Diego Metropolitan Area during off-peak hours. Off-peak hours are Monday through Friday, 10:00 AM to 4:00 PM.

Note: In accordance with paragraph 15 of the General Provisions entitled “Delivery”, the contractor shall strictly adhere to the delivery terms and completion schedule as specified in this bid. Failure to comply with the delivery requirements, as stated, may be considered a breach of contract and subject the contractor to General Provisions 26, entitled “Rights and Remedies of the State for Default.”

STANDING TIME

The State shall be entitled to standing time for the purpose of unloading (connected to the paving equipment) of not more than one half hour free of any charges to the State. The State shall be entitled to forty five (45) minutes standing time for Transfer Truck deliveries.

The Standing time shall begin when the carrier is ready to transfer to the paving equipment or ready to dump (excluding preparation time removing tarp, etc.), but not earlier than the requested time of arrival.

End time shall conclude when the carrier disconnects from the paving equipment or has finished delivery of the product.

The contractor may assess a charge of $1.25 per minute for time in which the carrier's equipment is detained through no fault of the carrier, in excess of the one half hour unloading time and (45) minutes for Transfer Trucks. The contractor shall provide appropriate documentation that supports the assessment. For payment to be processed, a separate assessment invoice must accompany the material invoice.

DELAYED DELIVERY DAMAGES CASUED BY THE CONTRACTOR

In the event the material on this contract is delayed, or not in accordance with the contract specifications, through no fault of the State, the contractor will be liable for direct manpower and/or idle equipment costs incurred by the State. The Department of Transportation shall calculate such charges using the IMMS (Integrated Maintenance Management System). The IMMS system is designed to track maintenance activities and expenditures. The State shall provide the contractor documentation of State incurred costs and deduct cost from the contractors' invoice.

DELAYED DELIVERY DAMAGES CAUSED BY THE STATE

In the event delivery of material on this contract is delayed, through no fault of the contractor, and less than a twenty-four hour notice of change has been given to the contractor, the State will compensate the contractor. Compensation for delay of delivery shall be at a rate of $1.25 per minute from the original scheduled start time to the new scheduled start time plus the cost of material.

Example: Original scheduled start time 10:00 a.m. -------- new scheduled start time 11:30 a.m.

Compensation Calculation: 90 minutes x $1.25 = $112.50 + cost of material

CANCELLATION OF DELIVERY DAMAGES CAUSED BY THE STATE

In the event delivery of the ordered material on this contract is cancelled, through no fault of the contractor, the State will compensate the contractor. Compensation shall be as follows:

1. Cancellation of ordered delivery with less than twenty-four hours and more than twelve hours notice to the contractor, the State shall compensate the contractor at a rate of ten percent (10%) of the purchase order value.

   Example: Purchase order issued for 500 tons of 1/2" – PG 64-16 to be delivered in a belly dump at a cost of $ 81.50 per ton

   Compensation Calculation:

   500 (tons) X $ 81.50 = $ 40,750.00 X 10% - $ 4,075.00

   Contractor shall provide documentation to the State and invoice accordingly.

2. Cancellation of ordered delivery with less than twelve hours notice to the contractor, the State shall compensate the Contractor at a rate of twenty percent (20%) of the purchase order value.

   Example: Purchase order issued for 500 tons of 1/2" – PG 64-16 to be delivered in a belly dump at a cost of $ 81.50 per ton

   Compensation Calculation:

   500 (tons) X $ 81.50 = $ 40,750.00 X 20% - $ 8,150.00

   Contractor shall provide documentation to the State and invoice accordingly.

MODIFICATION OF CONTRACT

Delivery sites may be changed, deleted or added as deemed necessary by the Department of General Services, Procurement Division.

Any contract resulting from this bid may be modified in whole or in part upon mutual agreement of both parties. Such modifications shall be in writing, signed and dated by authorized representatives of each party.

ADDITIONAL DELIVERY REQUIREMENTS

See individual districts, areas, and locations.

15. FREE ON BOARD (F.O.B.) DESTINATION

All prices are F.O.B. destination; freight prepaid by the contractor, to the ordering organization's receiving point. Responsibility and liability for loss or damage for all orders will remain with the contractor until final inspection and acceptance, when all responsibility will pass to the ordering organization, except the responsibility for latent defects, fraud, and the warranty obligations.

16. INVOICING

Ordering agencies may require separate invoicing, as specified by each ordering organization. Invoices will contain the following information:

- Contractor's name, address and telephone number
- Leveraged Procurement Number (Contract Number)
- Agency Order Number (Purchase Order Number)
- Item and commodity code number
- Quantity purchased
- Contract price and extension
- State sales and/or use tax
- Prompt payment discounts/cash discounts, if applicable
- Totals for each order

17. PAYMENT

Payment terms for this contract are net forty-five (45) days. Payment will be made in accordance with the provisions of the California Prompt Payment Act, Government Code Section 927 etc. seq. Unless expressly exempted by statute, the Act requires State departments to pay properly submitted, undisputed invoices not

more than forty- five (45) days after the date of acceptance of goods, performance of services, or receipt of an undisputed invoice, whichever is later.

18. PAYEE DATA RECORD

Each State accounting office must have a copy of the Payee Data Record (Std. 204) in order to process payments. State departments should forward a copy of the Std. 204 to their accounting office(s). Without the Std. 204, payment may be unnecessarily delayed. Ordering departments should contact the contractor for copies of the Payee Data Record.

19. CALIFORNIA SELLER'S PERMIT

The California seller permit number for the contractor(s) is listed below. Ordering departments can verify that permits are currently valid at the following website: www.boe.ca.gov. State departments must adhere to the file documentation required identified in the State Contract Manual Volume 2 and Volume 3, as applicable.

Contractor Name	Seller Permit #
Thomas R. Bess, Inc.	101-195454

20. RECYCLED CONTENT

There is no recycled content for this contract.

21. SMALL BUSINESS/DISABLED VETERAN BUSINESS ENTERPRISE PARTICIPATION

The small business (SB) and disabled veteran business enterprise (DVBE) certifications and percentages for the contractor(s) and subcontractor(s) are listed below. Ordering departments can verify that the certifications are currently valid at the following website: http://www.pd.dgs.ca.gov/smbus/default.htm.

Name	OSDS Certification #	SB Percent (%)	DVBE Percent (%)
Thomas R. Bess, Inc.	2025	100%	0%

Ordering departments shall confirm with the contractor the exact percentage amount of SB and/or DVBE for each individual order.

22. ATTACHMENTS

Attachment A – Contract Pricing

ATTACHMENT A
District 1 Area 3 Location (s) 1 through 7
February 19, 2009

PRIMARY CONTRACTOR INFORMATION:

ID: 225345
Thomas R. Bess, Inc.
110 Memory Lane
Carlotta, CA 95528
(707) 768-3427
Fax: (707) 768-3446
Contact: Thomas R. Bess

ADDITIONAL DELIVERY REQUIREMENTS:

Sub-Contract Line Item Number (Sub-CLIN): A8

Requested deliveries to job sites outside regular working hours shall incur an additional charge for delivery of $10.00 per ton "portal to portal".

Sub-Contract Line Item Number (Sub-CLIN): A9 (Price per ton)

Requested deliveries to job sites outside the regular working hours and or days may require plant opening. Additional charge for delivery shall be $10.00 per ton.

Sub-Contract Line Item Number (Sub-CLIN): A10 (Plant opening charge)

$1,500.00 for plant opening.

Sub-Contract Line Item Number (Sub-CLIN): A11

NOTE: UNPLANNED DELAYS WILL BE PAID AT THE STANDING TIME CHARGE OF $1.25 PER MINUTE.

MINIMUM ORDER:

Minimum orders shall be 20 tons per day with a maximum of 500 tons per day.

CERTIFICATIONS:

Contract is required to assure that all materials furnished from California mines comply with the Surface Mining and Reclamation Act of 1975 (Sand, Gravel, Aggregates and other Minerals) are from a source listed by the Department of Conservation or is in a class that is not subject to these requirements.

Material Aggregates **California Mine I.D. #** 91-12-0018
91-12-0089
91-12-0069

Name of Supplier Thomas R. Bess, Inc.

Within ten (10) calendar days after award, Contractor/Supplier of asphalt concrete mix who do not have current approved Mix Design(s) for material to be provided on the contract, shall contact the Region/District Materials Engineer for District at (916) 741-5378 for instructions concerning requirements to obtain approved Mix Design(s). For example, the Contractor/Supplier will be required to furnish a proposed Gradation Letter along with samples of Aggregate, Asphalt Binder, and all Additives proposed for use in each mixture to be supplied from this contract.

All material and data submitted to the Region/District Engineer shall conform to Sections 39-2.02 "Aggregates," and 39-1.01 "General," of the current issue of the Department of Transportation, Standard Specification.

PRIMARY REQUIREMENTS:

Primary requirements: ½" Aggregate, PG-64-16 Binder, Transfer End Dump or Bottom Dump Deliveries to be specified at the time of order

PRIMARY COST:
As indicated on the lines below the primary cost per ton delivered to the listed location(s) is to be based on Asphalt Concrete, Type B.

PRICE:

PRICES MAY ESCALATE FOR BOTH MATERIAL AND DELIVERY FUEL COST DURING THE CONTRACT PERIOD. THE AGENCY WILL BE NOTIFIED OF ANY PRICE INCREASE OR DECREASE BY SUPPLEMENT ISSUED BY THE DEPARTMENT OF GENERAL SERVICES, PROCUREMENT DIVISION.

LOCATION INFORMATION:

Contract Line Item Number (CLIN): 1010301
Location: 1 (Combination of Segments)

County: Humboldt	**Route**: 101	**Post Miles**: 36.00/50.00
Humboldt	254	20.8/39.14
Humboldt	254	39.14/46.53

Primary Cost: $ 78.50 **Per Ton**

Plant Information: Thomas R. Bess, Inc.

Plant Name: Thomas R Bess, Inc.
Address: 5798 Hwy 36
Carlotta, CA 95528
Telephone Number: (707) 768-3427
Miles from Delivery site: 20

Contract Line Item Number (CLIN): 1010302
Location: 2 (Combination of Segments)

County: Humboldt	**Route:** 101	**Post Miles:** 50.00/74.00
Humboldt	211	73.2/79.16

Primary Cost: $ 78.50 **Per Ton**

Plant Information: Thomas R. Bess, Inc.

Plant Name: Thomas R Bess Inc.
Address: 5798 Hwy 36
Carlotta, CA 95528
Telephone Number: (707) 768-3427
Miles from Delivery site: 10

Contract Line Item Number (CLIN): 1010303
Location: 3 (Combination of Segments)

County: Humboldt	**Route**: 101	**Post Miles**: 74.0/100.00
Humboldt	200	0.00/2.68
Humboldt	255	0.00/8.80

Primary Cost: $ 81.50 **Per Ton**

Plant Information: Thomas R. Bess, Inc.

Plant Name: Thomas R Bess Inc.
Address: 5798 Hwy 36
Carlotta, CA 95528
Telephone Number: (707) 768-3427
Miles from Delivery site: 30

Contract Line Item Number (CLIN): 1010304
Location: 4

County: Humboldt **Route**: 36 **Post Miles**: 0.00/26.00

Primary Cost: $ 78.50 **Per Ton**

Plant Information: Thomas R. Bess, Inc.

Plant Name: Thomas R Bess
Address: 5798 Hwy 36
Carlotta, CA 95528
Telephone Number: (707) 768-3427
Miles from Delivery site: 2

Contract Line Item Number (CLIN): 1010305
Location: 5

County: Humboldt **Route**: 36 **Post Miles**: 26.00/45.69

Primary Cost: $ 84.50 **Per Ton**

Plant Information: Thomas R. Bess, Inc.

Plant Name: Thomas R. Bess, Inc.
Address: 5798 Hwy 36
Carlotta, CA 95528
Telephone Number: (707) 768-3427
Miles from Delivery site: 21

Contract Line Item Number (CLIN): 1010306
Location: 6

County: Humboldt **Route**: 101 **Post Miles**: 100.00/125.7

Primary Cost: $ 87.50 **Per Ton**

Plant Information:

Plant Name: Thomas R. Bess, Inc.
Address: 5798 Hwy 36
Carlotta, CA 95528
Telephone Number: (707) 768-3427
Miles from Delivery site: 50

Contract Line Item Number (CLIN): 1010307
Location: 7

County: Humboldt **Route**: 299 **Post Miles**: 0.00/28.50

Primary Cost: $ 86.50 **Per Ton**

Plant Information:

Plant Name: Thomas R. Bess, Inc.
Address: 5798 Hwy 36
Carlotta, CA 95528
Telephone Number: (707) 768-3427
Miles from Delivery site: 38

ALTERNATE COST: ADDITIONAL FEE (+)

Sub-Contract Line Item Number (Sub-CLIN)	Item Description	Type	Item Number	Contract Price (per ton)
A1	Alternate Aggregate Cost (any size)	N/A	1	$2.00
A2	Alternate PG Binder (any grade, specify-->	PG-64-16	1	$0.00
A3	Alternate MC/SC Binder (any grade)	N/A	1	$12.00
A4	Alternate Delivery Super Dump	N/A	1	N/A
A5	Alternate Delivery Semi-End Dump	N/A	1	$0.00
A6	Alternate Delivery End Dump (4-10 yard)	N/A	1	$8.00
A7	Open Grade	N/A	1	$120.00

ATTACHMENT A
District 1 Area 9 Location 1
February 19, 2009

PRIMARY CONTRACTOR INFORMATION:

ID: 225345
Thomas R. Bess
110 Memory Lane
Carlotta, CA 95528
(707) 768-3427
Fax: (707) 768-3446
Contact: Thomas R. Bess

ADDITIONAL DELIVERY REQUIREMENTS:

Sub-Contract Line Item Number (Sub-CLIN): A8

Requested deliveries to job sites outside regular working hours shall incur an additional charge for delivery of $10.00 per ton "portal to portal".

Sub-Contract Line Item Number (Sub-CLIN): A9 (Price per ton)

Requested deliveries to job sites outside the regular working hours and or days may require plant opening. Additional charge for delivery shall be $10.00 per ton.

Sub-Contract Line Item Number (Sub-CLIN): A10 (Plant opening charge)

$1,500.00 for plant opening.

Sub-Contract Line Item Number (Sub-CLIN): A11

NOTE: UNPLANNED DELAYS WILL BE PAID AT THE STANDING TIME CHARGE OF $1.25 PER MINUTE.

MINIMUM ORDER:

Minimum orders shall be 20 tons per day with a maximum of 500 tons per day.

CERTIFICATIONS:

Contract is required to assure that all materials furnished from California mines comply with the Surface Mining and Reclamation Act of 1975 (Sand, Gravel, Aggregates and other Minerals) are from a source listed by the Department of Conservation or is in a class that is not subject to these requirements.

Material Aggregates **California Mine I.D. #** 91-12-0018
91-12-0089
91-12-0069

Name of Supplier Thomas R Bess

Within ten (10) calendar days after award, Contractor/Supplier of asphalt concrete mix who do not have current approved Mix Design(s) for material to be provided on the contract, shall contact the Region/District Materials Engineer for District at (916) 741-5378 for instructions concerning requirements to obtain approved Mix Design(s). For example, the Contractor/Supplier will be required to furnish a proposed Gradation Letter along with samples of Aggregate, Asphalt Binder, and all Additives proposed for use in each mixture to be supplied from this contract.

All material and data submitted to the Region/District Engineer shall conform to Sections 39-2.02 "Aggregates," and 39-1.01 "General," of the current issue of the Department of Transportation, Standard Specification.

PRIMARY REQUIREMENTS:

Primary requirements: ½" Aggregate, PG-64-16 Binder, Transfer End Dump or Bottom Dump Deliveries to be specified at the time of order

PRIMARY COST:
As indicated on the lines below the primary cost per ton delivered to the listed location(s) is to be based on Asphalt Concrete, Type B.

PRICE:

PRICES MAY ESCALATE FOR BOTH MATERIAL AND DELIVERY FUEL COST DURING THE CONTRACT PERIOD. THE AGENCY WILL BE NOTIFIED OF ANY PRICE INCREASE OR DECREASE BY SUPPLEMENT ISSUED BY THE DEPARTMENT OF GENERAL SERVICES, PROCUREMENT DIVISION.

LOCATION INFORMATION:

Contract Line Item Number (CLIN): 1010901
Location: 1 (Combination of Segments)

County:	**Route**:	**Post Miles**:
Humboldt	101	0.00/20.00
Humboldt	101	20.0/36.0
Humboldt	254	0.00/20.8
Mendocino	271	15.6/22.8

Primary Cost: $ 83.50 **Per Ton**

Plant Information:

Plant Name: Thomas R Bess
Address: 5798 Hwy 36
Carlotta, CA 95528
Telephone Number: (707) 768-3427
Miles from Delivery site: 30

ALTERNATE COST: ADDITIONAL FEE (+)

Sub-Contract Line Item Number (Sub-CLIN)	Item Description	Type	Item Number	Contract Price (per ton)
A1	Alternate Aggregate Cost (any size)	N/A	1	$2.00
A2	Alternate PG Binder (any grade, specify-->	PG-64-22	1	$0.00
A3	Alternate MC/SC Binder (any grade)	N/A	1	$12.00
A4	Alternate Delivery Super Dump	N/A	1	N/A
A5	Alternate Delivery Semi-End Dump	N/A	1	$0.00
A6	Alternate Delivery End Dump (4-10 yard)	N/A	1	$8.00
A7	Open Grade	N/A	1	$120.00