STATE OF CALIFORNIA
DEPARTMENT OF GENERAL SERVICES - PROCUREMENT DIVISION

CONTRACT NOTIFICATION

***** MANDATORY *****

CONTRACT NUMBER: **1-06-56-20-06**

DESCRIPTION: **ASPHALT CONCRETE, PLANT MIX, DELIVERED**

CONTRACTOR: **HANNAH TRUCKING SERVICE INC**

EFFECTIVE DATES: **12/20/2005** THROUGH **12/31/2008**

SUPERSEDES CONTRACT NO.: **1-02-56-20-06**

AREA: **DISTRICT 6, AREA 2**

DISTRIBUTION: **DOT**

* TAX: Add appropriate sales and use tax.
Exempt from Federal Excise Tax.

*Food contracts are tax exempt.

Rita Hamilton

RITA HAMILTON, Deputy Director

Use of this agreement by all agencies is mandatory with monetary exceptions stated herein or contained in State Administrative Manual.

To obtain assistance or report non-compliance by supplier, or for any suggestions or recommendations write:

Department of General Services, Procurement Division, P.O. Box 989054, W. Sacramento, CA 95798-9054, or call: Contract Administrator, **JEFF JONES** **916-375-4434, CALNET 480-4434**

Contract (Mandatory): 1-06-56-20-06

SUPPLIER ID:	**643106**	
NAME:	**HANNAH TRUCKING SERVICE INC**	
ADDRESS:	**PO BOX 248** **IVANHOE, CA 93235**	
CONTACT:	**559-798-1114**	**RANDY HANNAH**
FAX NUMBER:	**559-798-1607**	
TERMS OF PAYMENT:	**Net**	
FOB:	**Destination**	
MINIMUM ORDER:		

Contract (Mandatory): 1-06-56-20-06

SPECIFICATIONS:

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

Asphalt content shall be between 5% and 7% as specified by the State. Aggregate samples and liquid asphalt shall be presented to the District Materials lab as requested by State prior to delivery. The State reserves the right to have an inspector at plant during production of all material made to fill the order.

F.O.B. POINT:

All prices shall be F.O.B. DESTINATION.

MODIFICATION OF CONTRACT:

Any contract resulting from this bid may be modified in whole or in part upon mutual agreement of both the Contractor and Procurement Division. Such modification shall be in writing, signed and dated by an authorized representative of each party.

CAL-CARD ACCEPTANCE:

See individual areas

ORDERING PROCEDURE:

Products shall be ordered from contractor(s) on a Contract/Delegation Purchase Order or Cal-Card (Visa).

DELIVERY AREAS:

Delivery shall be made only to the listed awarded locations specified herein except by written authorization from Procurement Division.

REGULAR DELIVERY REQUIREMENTS:

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

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.

ADDITIONAL DELIVERY REQUIREMENTS:

See individual bid areas.

STANDING TIME:

The State shall be entitled to standing time for the purposes of unloading of not more than one half hour at <u>no charge</u> to the State.

A charge of <u>$1.00</u> per <u>minute</u> shall be assessed for standing time in which the carrier's equipment is detained, through no fault of the carrier, in excess of the free time. Charged time shall be supported with the appropriate documents. For payment to be processed, the standing time billing must accompany, on a separate invoice, the material billing.

Start time shall begin when the carrier is ready to hook-up to the paver or ready to dump, but not earlier than the requested time of arrival.

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End time shall conclude when carrier disconnects or is finished dumping.

MINIMUM ORDER:

See individual bid areas.

Deliveries for less than the minimum order quantity shall be considered non-contract requirements - or, by mutual agreement between the contractor and the ordering agency may be delivered at the contract price.

Department of Transportation will determine and notify contractor of the expected arrival time at the job site.

INVOICING REQUIREMENTS:

Contractor(s) shall render invoices as instructed on each contract/delegation purchase order (Std 65). Each invoice shall show the District, Bid Area, Location, date of delivery, commodity description, quantity, contract/delegation purchase order number, and contract number.

CONTRACTOR RESPONSIBILITIES:

The contractor shall perform all deliveries to State facilities in a safe and professional manner. Contractor's equipment shall be in good working order and all personnel shall be trained in safety measures to preclude accidents endangering State personnel or property.

Contractor must commit to delivery as requested at time stated on accepted orders, through the term of this contract.

Contractor shall provide office and personnel resources for responding to the requests including telephone coverage weekdays during the hours of 8:00 AM through 5:00 PM.

DELAYED DELIVERY DAMAGES CAUSED BY THE CONTRACTOR:

In the event the material on this contract is delayed, or not delivered in accordance with the bid specifications, through no fault of the State, the contractor will be liable for direct manpower and idle equipment costs incurred by the State.

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 has been given to the contractor, the State will compensate the contractor. Compensation for delay of delivery shall be at a rate of $ 1.00 per minute from the original scheduled start time to the new scheduled start time plus cost of material.

Example: Original start time 10:00 a.m. <u>new start time 11:30 a.m.</u>

<u>Compensation Calculation: 90 minutes X $ 1.00 = $ 90.00 + cost of material</u>

CANCELLATION OF DELIVERY DAMAGES CAUSED BY THE STATE:

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

1. Cancellation of 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.

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Example: Purchase order issued for 500 tons of 1/2" - AR4000 to be delivered in a belly dump at a cost of $ 21.50 per ton

Compensation calculation:

500 (tons) X $21.50 = $ 16,300.00 X 10% = $ 1,630.00

Contractor shall provide documentation to the State and invoice accordingly.

2. Cancellation of 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" - AR4000 to be delivered in a belly dump at a cost of $ 21.50 per ton

Compensation calculation:

500 (tons) X $21.50 = $ 16,300.00 X 20% = $ 3,260.00

Contractor shall provide documentation to the State and invoice accordingly.

PRIMARY/ALTERNATE CONTRACTOR

The primary contractor shall be requested to furnish the product first. In the event the primary contractor is not able to provide the requested product on the delivery date the alternate contractor will be requested to furnish the product.

If not able to perform as requested by the State, the primary contractor shall provide documentation within twenty-four (24) hours after receipt of order of one or both of the following reasons for its failure to perform:

1. LACK OF AVAILABILITY OF SPECIFIED EQUIPMENT/DELIVERY SUB-CONTRACTOR.

The primary contractor shall provide written documentation within twenty-four hours of receipt of order of the unavailability of its own delivery equipment or its delivery sub-contractor and of its attempts to acquire alternate delivery equipment/services. The documentation should include trucking company names, contact person, dates of contact, and reasons why each contacted company cannot perform the proposed services. Documentation should be faxed to the ordering location.

2. LACK OF AVAILABILITY OF SUPPLIER TO PROVIDE THE QUANTITY OF REQUIRED MIXED PRODUCT.

The primary contractor shall provide written documentation within twenty-four hours of receipt of order of the unavailability of product quantities from its usual supplier and of its attempt to acquire product quantities from an alternate supplier. The documentation should include supplier names, contact person, dates of contact, and reasons why each contacted company cannot provide the proposed product quantities. Documentation should be faxed to the ordering location.

INTERNET ACCESS

Contractor information, delivery requirements and cost is available on the Internet.

Go to Procurement Division Web Site at: www.pd.dgs.ca.gov

<u>To obtain "Primary Contractor" information follow the steps below:</u>

Step 1: Select "Contracts" in the Featured Links box.

Step 2: Select the drop down menu and enter the word "Asphalt", then select "Go"

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Step 3: Select "District" (1, 2, 3, 4, 5, 6, 8, 9 or 11)

Step 4: Select "Area" (1, 2, 3, 4, etc.)

To obtain "Alternate Contractor" information follow the steps below:

Step 1: Select "Contracts" in the Featured Links box.

Step 2: Select the drop down menu and enter the word "Asphalt", then click "Go"

Step 3: Select "Alternate District" (1, 2, 3, 4, 5, 6, 8, 9 or 11)

Step 4: Select "Alternate Area" (1, 2, 3, 4, etc.)

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ITEM NO.	COMMODITY NO. SUPPLIER PART NO.	SUPPLIER NO.	UNIT	DESCRIPTION	UNIT PRICE
1	5610-106-0145-7	643106	TN	ASPHALT CONCRETE PLANT MIX DELIVERED (FOR CONTRACT USE ONLY)	VARIABLE
	Primary contractor for:			District 6 - Area 2	
				FOR DATA ENTRY USE ONLY	
2	5610-909-0001-6	643106	VA	ROADCM-DGS/PROCUREMENT USE ONLY	VARIABLE

District 6 Area 2 Location(s) 1 through 13

PRIMARY CONTRACTOR INFORMATION:

ID: 643106
Hanna Trucking Service, Inc.
P.O. Box 248
Ivanhoe, CA 93235
(559) 798-1114
Fax: (559) 798-1607
Contact: Randy Hanna

CAL-CARD (VISA):

The contractor will **not** accept the State's Cal-Card Visa credit card for purchases against this contract.

ADDITIONAL DELIVERY REQUIREMENTS:

Requested deliveries to job sites outside regular working hours shall incur an additional charge for delivery of $5.00 per ton "portal to portal".

Requested deliveries to job sites outside the regular working hours and or days may require plant opening. Additional charge for delivery shall be $5.00 per ton. Plus $2000.00 for plant opening.

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

MINIMUM ORDER:

Minimum orders shall be 25 tons per day with a maximum of 700 tons per day.

CERTIFICATIONS:

Contractor 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 3/8" Aggregate AR4000 **California Mine I.D. #** 91-54-0016
Material 3/8" Aggregate AR4000 **California Mine I.D. #** 91-54-006

Name of Supplier Desert Aggregates, Inc.
Name of Supplier Wells Construction Company

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 (209) 445-6831for 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 DELIVERY COST:

Primary requirements: 3/8" Aggregate, AR4000 Binder, Transfer End Dump Deliveries

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.

ALTERNATE COST:

The location(s) listed for this area may order an alternate aggregate size, type of binder or delivery method depending on the type of job to be completed. If this occurs, the contractor will be notified at the time of order.

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:

Location: 1 **County**: Tulare **Route**: 65 **Post Miles**: 0.0/25.1

Primary Cost: $ 79.50 per ton

Plant Information:

Plant Name: Desert Aggregates, Inc.
Address: 6950 Old Stage Road
Ducor, CA 93218
Telephone Number: (559) 534-2760
Miles from Delivery site: 45

Location: 2 **County**: Tulare **Route**: 65 **Post Miles**: 25.1/39.5

Primary Cost: $ 77.00 per ton

Plant Information:

Plant Name: Glen Wells
Address: 22400 Ave 335
Woodlake, CA 93286
Telephone Number: (559) 625-0695
Miles from Delivery site: 38

Location: 3 **County**: Tulare **Route:** 216 **Post Miles:** 0.00/19.2

Primary Cost: $ 77.00 per ton

Plant Information:

Plant Name: Glen Wells
Address: 22400 Ave 335
Woodlake, CA 93286
Telephone Number: (559) 625-0695
Miles from Delivery site: 38

Location: 4 **County**: Tulare **Route:** 245 **Post Miles:** 0.0/12.2

Primary Cost: $ 77.00 per ton

Plant Information:

Plant Name: Glen Wells
Address: 22400 Ave 335
Woodlake, CA 93286
Telephone Number: (559) 625-0695
Miles from Delivery site: 40

Location: 5 **County**: Tulare **Route:** 190 **Post Miles:** 0.0/31.0

Primary Cost: $ 82.50 per ton

Plant Information:

Plant Name: Desert Aggregates, Inc.
Address: 6950 Old Stage Road
Ducor, CA 93218
Telephone Number: (559) 534-2760
Miles from Delivery site: 60

Location: 6 **County**: Tulare **Route:** 137 **Post Miles:** 0.0/27.3

Primary Cost: $ 82.50 per ton

Plant Information:

Plant Name: Desert Aggregates, Inc.
Address: 6950 Old Stage Road
Ducor, CA 93218
Telephone Number: (559) 534-2760
Miles from Delivery site: 60

Location: 7 **County**: Tulare **Route**: 198 **Post Miles**: 0.0/27.0

Primary Cost: $ 78.50 per ton

Plant Information:

Plant Name: Glen Wells
Address: 22400 Ave 335
Woodlake, CA 93286
Telephone Number: (559) 625-0695
Miles from Delivery site: 45

Location: 8 **County**: Tulare **Route**: 63 **Post Miles**: 0.0/30.8

Primary Cost: $ 81.00 per ton

Plant Information:

Plant Name: Glen Wells
Address: 22400 Ave 335
Woodlake, CA 93286
Telephone Number: (559) 625-0695
Miles from Delivery site: 50

Location: 9 **County**: Fresno **Route:** 63 **Post Miles:** 0.00/8.3

Primary Cost: $ 83.00 per ton

Plant Information:

Plant Name: Glen Wells
Address: 22400 Ave 335
Woodlake, CA 93286
Telephone Number: (559) 625-0695
Miles from Delivery site: 65

Location: 10 **County**: Kings **Route:** 137 **Post Miles:** 0.0/2.06

Primary Cost: $ 81.00 per ton

Plant Information:

Plant Name:	Desert Aggregates, Inc.
Address:	6950 Old Stage Road Ducor, CA 93218
Telephone Number:	(559) 534-2760
Miles from Delivery site:	50

Location: 11 **County**: Tulare **Route:** 99 **Post Miles:** 0.0/53.9

Primary Cost: $ 84.50 per ton

Plant Information:

Plant Name:	Glen Wells
Address:	22400 Ave 335 Woodlake, CA 93286
Telephone Number:	(559) 625-0695
Miles from Delivery site:	75

Location: 12 **County**: Tulare **Route:** 43 **Post Miles:** 00.0/10.5

Primary Cost: $ 82.00 per ton

Plant Information:

Plant Name:	Desert Aggregates, Inc.
Address:	6950 Old Stage Road Ducor, CA 93218
Telephone Number:	(559) 534-2760
Miles from Delivery site:	40

Location: 13 **County**: Tulare **Route:** 201 **Post Miles:** 0.0/23.9

Primary Cost: $ 77.00 per ton

Plant Information:

Plant Name:	Glen Wells
Address:	22400 Ave 335 Woodlake, CA 93286
Telephone Number:	(559) 625-0695
Miles from Delivery site:	35

Alternate Costs:

Aggregate Cost (any size)	$ 10.00 per ton
AR Binder (any grade)	$ 30.00 per ton
MC/SC Binder (any grade)	$ 30.00 per ton
Delivery Belly Dump	$ 2.00 per ton
Delivery Semi-End Dump	$ 10.00 per ton
Delivery End Dump (4-10 yard)	$ 10.00 per ton
Open Grade	Not Available