



STATE OF CALIFORNIA
DEPARTMENT OF GENERAL SERVICES - PROCUREMENT DIVISION

CONTRACT NOTIFICATION

***** MANDATORY *****

CONTRACT NUMBER: **1-05-56-20-08**

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

CONTRACTOR: **MATICH CORP**

EFFECTIVE DATES: **9/ 1/2005** THROUGH **8/31/2008**

SUPERSEDES CONTRACT NO.: **1-02-56-20-08**

AREA: **DISTRICT 8, AREAS 1 & 2**

DISTRIBUTION: **DOT**

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

*Food contracts are tax exempt.

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 (Not Mandatory): 1-05-56-20-08

SUPPLIER ID:
NAME:
ADDRESS:

56556
MATICH CORP
1596 HARRY SHEPPARD BLVD
SAN BERNARDINO, CA 92408

CONTACT:
FAX NUMBER:
TERMS OF PAYMENT:
FOB:
MINIMUM ORDER:

909-382-7400
909-382-0169
Net
Destination

PATRICK OR STEPHEN MATICH

Contract (Not Mandatory): 1-05-56-20-08

SPECIFICATIONS:

Products delivered against this contract 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 Contracts at (916) 323-5606 or by fax at (916) 324-8997.

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 the 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.

QUANTITIES:

Quantities shown for each line item on the bid pricing sheets are estimated and are the anticipated three-year (3) purchase pattern. Actual purchases may vary from this pattern. Estimates are for bid evaluation purposes only and are not representing any guarantee of participation or rate of consumption.

The State will not be obligated to purchase contractor's excess inventory of any line item as actual purchases vary from the anticipated purchase pattern.

Emergency purchases may be made from other than the awarded contractor(s).

CAL-CARD ACCEPTANCE:

See individual areas.

MINIMUM ORDER:

See individual districts and 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 location - may be delivered at the contract price.

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.

REGULAR DELIVERY REQUIREMENTS:

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

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.

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ADDITIONAL DELIVERY REQUIREMENTS:

See individual districts, areas, and locations.

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 acceptable notice; or
 - b. Negotiate a proposed price escalation;
3. No price increase shall apply to quantities ordered from the contract prior to the effective date of the price increase.

FUEL COST DECLINES:

1. The contractor must submit a proposed decline for delivery cost, in writing to Procurement Division when the cost of fuel has decreased a minimum of ten percent from the approved escalated fuel cost increase. Such notice shall include substantiated information to support the proposed reduction based upon 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. At no time shall such declines reduce the delivery cost to a cost that is lower than the original bid cost.
3. Upon receipt of such notice the State shall accept the decline as competitive, effective 30 days from receipt of notice.
4. No price decrease shall apply to quantities ordered from the contract prior to the effective date of the price decrease.

SUBSEQUENT PRICE ESCALATIONS:

Material Cost

1. New prices shall be firm for a minimum of 60 days after the approved escalation date.
2. The contractor may submit proposed escalation notice, in writing, to Procurement Division not earlier than 30 days from the effective date of the contract. Such notice 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).
3. 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 day from receipt of an acceptable notice; or
 - b. Negotiate a proposed price escalation; or
 - c. Cancel any unpurchased balance of the contract without prejudice, effective on receipt of such notice.
4. No price increase shall apply to quantities ordered from the contract prior to the effective date of the price increase.

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

PRIMARY AND ALTERNATE CONTRACTORS:

The total value of this contract is only guaranteed with the primary contractor. The alternate contractor is not guaranteed any contract value.

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 the primary contractor is 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 AND/OR 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 or 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 ordering location.

ORDERING PROCEDURE:

Department of Transportation shall submit a Contract/Delegation Order Form (Std. 65) directly to the contractor showing the commodity code number, Caltrans CT number, the ordering code, quantity, unit price and extension price.

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INVOICING REQUIREMENTS:

Contractor shall render invoices as instructed on each contract/delegation purchase order (Std. 65). Each invoice shall show the contract/delegation purchase order number, contract number, commodity code, commodity description, quantity, unit price and extension. All applicable taxes shall be noted and added to each invoice.

The State's obligation to make payment pursuant to the contract is subject to availability of appropriate funds. Receipt of a contract/delegation purchase order under this contract is proof of availability of funds for that order.

Note to Contractor: All inquiries, REGARDING PAYMENT OR INVOICE STATUS ONLY, should be directed to Department Transportation, Accounts Payable in Sacramento at (800) 303-1160 local or outside California call (916) 227-8946. All other calls should be directed either to the agency contact, or Contract Administrator.

Note to Accounts Payable: For questions about receiving documents, contact Material Manager at 445-2195.

STANDING TIME:

The State shall be entitled to standing time for the purpose of unloading (connected to the paving equipment) of not more than half hour free of any charges to the State.

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. 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 CAUSED BY THE CONTRACTOR:

In the event the material on this contract is delayed, or not delivered 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 contractor's 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

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

Compensation Calculation:

$$500 \text{ (tons)} \times \$21.50 = \$16,300.00 \times 10\% = \$1,630.00$$

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

Compensation Calculation:

$$500 \text{ (tons)} \times \$21.50 = \$16,300.00 \times 20\% = \$3,260.00$$

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.

This contract 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.

CONTRACTOR RESPONSIBILITIES:

1. The contractor shall perform all deliveries to 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 personnel or property.
2. Contractor must commit to delivery as requested, at time stated on accepted orders, through the term of the contract.
3. Contractor shall provide office and personnel resources for responding to requests, including telephone coverage weekdays during the hours of 8:00 a.m. through 5:00 p.m.

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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

To obtain "Primary 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 select "Go"

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.)

ITEM NO.	COMMODITY NO. SUPPLIER PART NO.	SUPPLIER NO.	UNIT	DESCRIPTION	UNIT PRICE
1	5610-106-0145-7	56556	TN	ASPHALT CONCRETE PLANT MIX DELIVERED (FOR CONTRACT USE ONLY)	VARIABLE
Primary contractor for: District 8 - Areas 1 & 2					
FOR DATA ENTRY USE ONLY					
2	5610-909-0001-6	56556	VA	ROADCM-DGS/PROCUREMENT USE ONLY	VARIABLE

District 8 Area 1 Location(s) 1 through 4

PRIMARY CONTRACTOR INFORMATION:

ID: 56556
Matich Corporation
1596 Harry Sheppard Blvd
San Bernardino, CA 92408
(909) 382-7400
Fax: (909) 382-0169
Contact: Stephen Matich or Patrick Matich

CAL-CARD (VISA):

The contractor will 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 \$3000.00 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 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.

<u>Material</u> AC Aggregates	<u>California Mine I.D. #</u> 91-36-0088
<u>Material</u> AC Aggregates	<u>California Mine I.D. #</u> 91-33-0012

Name of Supplier Sunwest Materials
Name of Supplier RPM Properties Ltd.

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 (212) 620-5692 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 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 FOR MATERIAL SHALL REMAIN FIXED FOR THE DURATION OF THE CONTRACT.
PRICES MAY ESCALATE FOR DELIVERY FUEL COST ONLY 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 (Combination of Segments)
County: San Bernardino **Route:** 10 **Post Miles:** 0.0/39.0
San Bernardino **Route:** 215 **Post Miles:** 0.0/17.0

Primary Cost: \$ 50.00 per ton

Plant Information:

Plant Name: Redlands Plant
Address: 8203 Alhambra Street
Redlands, CA 92373
Telephone Number: (909) 792-3650
Miles from Delivery site: 30

Location: 2 (Combination of Segments)
County: San Bernardino **Route:** 83 **Post Miles:** 0.0/16.0
San Bernardino **Route:** 60 **Post Miles:** 0.0/9.0
San Bernardino **Route:** 30 **Post Miles:** 0.0/13.0
San Bernardino **Route:** 66 **Post Miles:** 0.0/11.0
San Bernardino **Route:** 71 **Post Miles:** 0.0/9.3

Primary Cost: \$ 51.00 per ton

Plant Information:

Plant Name: Redlands Plant
Address: 8203 Alhambra Street
Redlands, CA 92373
Telephone Number: (909) 792-3650
Miles from Delivery site: 40

Location: 3 **County:** San Bernardino **Route:** 142 **Post Miles:** 0.00/5.7

Primary Cost: \$ 53.00 per ton

Plant Information:

Plant Name: Redlands Plant
Address: 8203 Alhambra Street
Redlands, CA 92373
Telephone Number: (909) 792-3650
Miles from Delivery site: 46

Location: 4 **County:** San Bernardino **Route:** 15 **Post Miles:** 0.00/12.8

Primary Cost: \$ 48.00 per ton

Plant Information:

Plant Name: Redlands Plant
Address: 8203 Alhambra Street
Redlands, CA 92373
Telephone Number: (909) 792-3650
Miles from Delivery site: 20

Alternate Costs:

Aggregate Cost (any size)	No Charge per ton
AR Binder (any grade)	No Charge per ton
MC/SC Binder (any grade)	\$ 5.00 per ton
Delivery Belly Dump	No Charge per ton
Delivery Semi-End Dump	No Charge per ton
Delivery End Dump (4-10 yard)	\$ 2.00 per ton
Open Grade	\$ 5.00 per ton

District 8 Area 2 Location(s) 1 through 3

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Matich Corporation
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San Bernardino, CA 92408
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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 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.

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Name of Supplier Sunwest Materials
Name of Supplier RPM Properties Ltd.

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 (212) 620-5692 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.

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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 FOR MATERIAL SHALL REMAIN FIXED FOR THE DURATION OF THE CONTRACT. PRICES MAY ESCALATE FOR DELIVERY FUEL COST ONLY 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 (Combination of Segments)
County: Riverside **Route:** 215 **Post Miles:** 24.0/45.3
Riverside **Route:** 60 **Post Miles:** 12.0/21.3

Primary Cost: \$ 51.00 per ton

Plant Information:

Plant Name: Redlands Plant
Address: 8203 Alhambra Street
Redlands, CA 92373
Telephone Number: (909) 792-3650
Miles from Delivery site: 37

Location: 2 (Combination of Segments)
County: Riverside **Route:** 91 **Post Miles:** 0.0/21.6
Riverside **Route:** 15 **Post Miles:** 23.8/52.2

Primary Cost: \$ 53.00 per ton

Plant Information:

Plant Name: Redlands Plant
Address: 8203 Alhambra Street
Redlands, CA 92373
Telephone Number: (909) 792-3650
Miles from Delivery site: 46

Location: 3 **County:** Riverside **Route:** 60 **Post Miles:** 0.00/12.00

Primary Cost: \$ 49.00 per ton

Plant Information:

Plant Name: Redlands Plant
Address: 8203 Alhambra Street
Redlands, CA 92373
Telephone Number: (909) 792-3650
Miles from Delivery site: 25

Alternate Costs:

Aggregate Cost (any size)	No Charge per ton
AR Binder (any grade)	No Charge per ton
MC/SC Binder (any grade)	\$ 5.00 per ton
Delivery Belly Dump	No Charge per ton
Delivery Semi-End Dump	No Charge per ton
Delivery End Dump (4-10 yard)	\$ 2.00 per ton
Open Grade	\$ 5.00 per ton