

Low Bidder

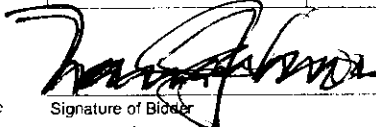
DISTRICT-COUNTY-ROUTE: 04 - Nap - 128
 CONTRACT NO.: 04-4C3514
 TOTAL BID: \$ 381,111.⁰⁰
 BID OPENING DATE: February 1, 2012
 BIDDER'S NAME: MCK Services Inc.
 DVBE PRIME CONTRACTOR CERTIFICATION ¹ _____

Bid Item Number	Description of Work to Be Subcontracted to DVBE or Materials to Be Supplied by DVBE ²	For Caltrans Only	DVBE (Name, Telephone No., and Certification No.)	\$ Amount
16 (partial) Bottom dumps 172 hours	Import rubberized HMA (trucking) x \$93/hr = \$15,996.		Santoro Transportation (831) 768-9799 #1165020	\$15,996.-
16 (partial) Haul 150 tons	DG 6A-16 (oil) x \$27/ton = \$4,050.-		Dependable Petroleum Products (107) 321-5524 #61779	\$4,050.-
Names of first tier DVBE subcontractors and their items of work listed must be consistent with the names and items of work in the Subcontractor List (Pub Cont Code § 4100 et seq.) submitted with the bid. Identify second and lower tier subcontractors on this form.			Total Claimed Participation	\$ <u>20,046.-</u> <u>5</u> %

- DVBE prime contractors must enter their DVBE reference number or their DBA name as listed with Department of General Services (DVBE prime contractors are credited with 100 percent DVBE participation and need not complete the above table).
- If 100% of an item is not performed or supplied by the DVBEs, describe the exact part, including the planned location of work to be performed, of item to be performed or supplied by DVBE.

Submit to:

MSC 43
 OFFICE ENGINEER
 DEPARTMENT OF TRANSPORTATION
 1727 30TH STREET
 SACRAMENTO, CA 95816-7005

 2-6-2012
 Signature of Bidder Date
(925) 957-9200
 (Area Code) Telephone Number
Nancy Jackson
 Contact Person (Type or Print)

ADA Notice For individuals with sensory disabilities, this document is available in alternate formats. For information call (916) 654-6410 or TDD (916) 654-3880 or write Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814.

12 FEB 7 - 2012
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SANTORO TRANSPORTATION Inc.

A Certified DVBE Trucking Company # 1165020

Quarry Products- Landscape Materials, Transfers, Semi End Dumps, Double Bottom Dumps, 10 Wheelers, & Flatbeds

DATE 02/01/2012

BIDS 02/01/2012

MAIN OFFICE:

P.O. Box 6166
Salinas, CA. 93912
Randy Thompson

OFFICE (831) 768-9799
FAX (831) 768-1280
Cell # 831-750-6473 rthompson6473@yahoo.com

QUOTE EXPIRES 60 DAYS

Santoro Transportation is a Vendor
Servicing all of Central California, mainly in the Counties of: Santa Clara, Santa Cruz, Monterey, San Benito,

CONTRACTOR Prospective Bidders CONTRACTOR JOB # _____

JOB NAME Cal Trans 04-4C3514 CONTRACTOR P.O.# _____

CITY Calistoga COUNTY Napa

PHONE #: _____ CUSTOMER # _____

FAX #: _____ JOB # _____

PRICES QUOTED BELOW ARE "PER TON" AND WEEK DAYS ONLY UNLESS OTHERWISE SPECIFIED

<u>NON PREVAILING WAGE RATES:</u>				
Double Bottom Dumps, Hourly Rates \$93.00 Per Hour				
Transfers & Semi End Dumps, Hourly Rates \$97.00 Per Hour				
10 Wheel Dump Trucks \$90.00 Per Hour				
Flat Beds Hourly Rate: \$97.00 Per Hour				
6 HR MINIMUM PER DAY, 8 HRS PER TRUCK PER NIGHT.				
<u>IF PREVAILING WAGES ARE REQUIRED, \$125.00 Per Hour will be Charged For all 4 & 5 Axle Trucks, \$115.00 Will Be Charged For 3 Axle Trucks.</u>				
<i>Santoro Transportation Inc. Is A CERTIFIED DVBE, CERTIFICATE NO.1165020 SEE ATTACHED CERTIFICATE,</i>				

RATES LISTED BELOW ARE NON PREVAILING WAGE:	MATERIAL	Double Bottoms		TRANSFERS
See Page One For All Hourly Rates.				
Santoro Transportation Inc. Will Supply. 10 Double Bottoms, 5 Transfer, or 5- 10 Wheelers				
Santoro Transportation Inc, can haul hazardous materials to all class 2 and class 3 landfills. Please check with me for details. Thank You,				

Stand by rate, use hourly rates on page one divided by 60, for per min charge after allowable times listed below.

Allowable times, per minute, on above per ton rates.

<u>Aggregates</u>			<u>Asphalt</u>		
Load Sites: All truck types	<u>10</u>	Minutes	Load Sites: All Trucks	<u>10</u>	Minutes
Unload Sites: Double Bottoms & Supper Dumps	<u>5</u>	Minutes	Unload Site: Double bottom & Super Dumps	<u>10</u>	Minutes
Semi End Dumps	<u>10</u>	Minutes	Semi End Dumps	<u>10</u>	Minutes
Transfers	<u>15</u>	Minutes	Transfers	<u>20</u>	Minutes

Please see Page 3 Santoro Transportation Inc. Policy Sheet.

**PROVIDING SERVICE WITH: DOUBLE BOTTOMS, SEMIS END DUMPS, TRANSFERS, FLATBEDS, AND 10 WHEELERS, SEMI BOTTOMS UPON AVAILABILITY, AT RENTAL RATE
THANK YOU**

Page 3.....Santoro Transportation Inc. Policy Sheet

1. All quotes must be on a Santoro Transportation Inc. quote sheets (pages 1 - 3): all purchase orders/letter of intent to duplicate the same. **PLEASE ATTACH A COPY OF QUOTE, WITH ALL PURCHASE ORDERS OR WORK AUTHORIZATIONS.**
2. When tonnage (standard U.S. tons) rates are quoted, the following standard allowable times apply:
 Quarry site / Load site with Aggregates for all truck (5 axles) types: 10 minutes.
 Dumpsite / Job site with Aggregates for Double bottoms, Super Dumps, & Semi ends: 10 minutes. Transfers: 20 minutes.
 Quarry site / Load site with AR4000 Asphalt for all truck (5 axles) types: 15 minutes.
 Dumpsite / Job site with AR4000 Asphalt for Double bottoms / Semi ends: 10 minutes. Transfers: 20 minutes.
3. When per load / unscaled loads are quoted, the following allowable times apply:
 Quarry site / Load site with Aggregates for all truck (5 axle) types: 5 minutes.
 Dumpsite / Job site with Aggregates for Double bottoms / Semi ends: 5 minutes.
4. Demurrage / Standby charges will be charged, after the standard allowable times listed, based on the hourly rate, page 1)
 Rates quoted. As an example: \$72.00 hourly = \$1.20 per minute. \$75.00 hourly = \$1.25 per minute, etc.
5. It will be the contractor's /customers sole responsibility to collect all demurrage /standby at any quarry site/ load site.
6. Santoro Transportation Inc. is not responsible or liable for contractors meeting listed contract goals. Contractor must, in writing, or on purchase order tell Santoro Transportation Inc. of cash value listed.
7. Never will any averaging of Standby be allowed.
8. End Dumps and 10-Wheelers are hourly unless agreed in writing by Santoro Transportation Inc. & Contractor prior to job commencing.
9. All quotes reflect 100% trucking of said job. Santoro Transportation Inc. reserves the right to void any /all prices if less than 100%.
10. Please call truck orders in by 2:00 p.m., to check availability. Please notify us several days in advance of any new jobs starting and/or any large truck orders of 10 or more.
11. On all jobs that require certification rosters, additional names maybe added at any time.
12. Problems on projects: The contractor must FAX a detailed description of the occurrence, including the sub hauler and or drivers name, owner of the truck, truck number an description, and copy of the freight tag that pertains to this incident within 24 hours of the incident. Santoro Transportation Inc. will accept "NO DEDUCTS OR BACK CHARGES" unless they are notified as stated above. Santoro Transportation Inc. will then respond back to customer after investigating the incident. Any deviation from this may cause immediate withdrawal of trucking from said job.
13. It is the contractor's responsibility to FAX notice to Santoro Transportation Inc. Estimator prior to job bidding if certified payroll and/or union participation is required.
14. Saturday rates: add 12.5% to weekday rates. Sunday & Holiday rates: add 25 % to weekday rates.
15. Minimum Show-up time: On every truck dispatched to customers project, customer will be responsible for paying at least a 4 hour minimum daytime, & 6 hour minimum nighttime, unless previously arranged with dispatch.
16. All unscaled tonnage quotes will be based on 25.00 tons per load. All scaled tonnage quotes for partial loads will be based on 24.00 tons. These quotes are based on Santoro Transportation Inc. Performing all trucking requirements on said project.
17. If Contractor chooses not to have loads weighted, then contractor is responsible for all overloads, overload tickets, and anything that occurs if load is not weighted.
18. Hourly time to be charged will start from the time reporting to work (time truck was ordered to be at load site), to the time completing the hourly service, which includes travel time back to the load site on the last load. Time to be charged shall include time for transportation in both directions, time for loading and unloading, and waiting or standby time, at origin and/or destination. Total chargeable time shall be computed to the nearest one-tenth of an hour. Deductions from the time only allowed for carrier equipment failure and meal delays.
19. Tom Santoro Transportation Inc., shall render to Contractor/Customer invoices for service agreed to in the quote sheet/purchase order or work authorization. Contractor/Customer agrees to pay Santoro Transportation Inc., "UPON RECEIPT OF INVOICE". Interest will be charged on all invoices after the 10th of the month following services. Interest to be charged on all past due accounts at the maximum allowed by law. All bills presented will be due by 10th of the month following transportation services represented by freight bill regardless of invoice status.
20. All claims for recovery by contractor for loss or damage to commodity hauled must be FAXED to Santoro Transportation Inc. within 2 days of delivery on tender of delivery of that shipment in detail, driver or sub hauler, owner of truck, truck number & Description, and copy of freight tag.
21. Contractor must provide a site on each job for all truckers to clean out trailers daily at end of the last load.
22. Santoro Transportation is not responsible for delays caused by equipment failure of employees, agents or sub haulers of Santoro Transportation Inc., or by act of God, strikers, lockouts or similar matters beyond the control of Santoro Transportation Inc.
23. If any action at law or in equity, including an Action for Declaratory Relief, is brought to enforce or interpret the provisions of this agreement, the prevailing party shall be entitled to reasonable attorney's fee which may be set by the court in the same action or in a separate action brought for that purpose in addition to any other relief to which that party may be entitle. This agreement will be governed by and construed in accordance with the laws of the State of California.
24. Any changes to Santoro Transportation Inc. freight tags must be received by FAX in Santoro Transportations office within 5 working days from date of work performed by Santoro Transportation Inc., for review.
25. Notices will be deemed communicated to either party to this agreement by either fax or certified mail using date of actual receipt of notice to receiving party.
26. Santoro Transportation Inc. is not responsible for project production due to availability of trucks.
27. Santoro Transportation Inc. is a **VENDOR**, not a **SUB CONTRACTOR**.
28. **Contractor: By issuing contract, purchase order, or work authorization, contractor agrees to all items on this trucking policy signed or not.**

 Contractor or Agent

 Signature Date

 Santoro Transportation Inc.

 Signature Date



State of California • Department of General Services • Arnold Schwarzenegger, Governor

PROCUREMENT DIVISION

Office of Small Business and DVBE Services

707 Third Street, 1st Floor, Room 408 • PO Box 989052

West Sacramento, California 95798-9052 • (800) 559-5529

Dec 2, 2009

DVBE APP

Supplier #1165020
SANTORO TRANSPORTATION INC
PO BOX 6166
SALINAS CA 93912

Dear Business Person:

Congratulations on your certified Disabled Veteran Business Enterprise (DVBE) status with the State of California. Your certification entitles you to benefits under the state's DVBE Participation Program within state contracting, including the three percent DVBE participation goal for overall state contract dollars.

Certification Period

From Nov 2, 2009 to Dec 31, 2010

Business Types

Service

Classifications

781018 - Road cargo transport

Proof of Certification Status

To verify your firm's small business certification status go to <http://www.eprocure.dgs.ca.gov/default.htm> and select "SB/DVBE Search."

Annual Submission Requirement

All DVBEs must submit to the Office of Small Business and DVBE Services (OSDS) each post certification tax year, a complete copy of the business' federal income tax return, including extensions, within 90 days of the tax return's filing due date. If your business is a partnership, each partner must also submit a complete copy of his or her individual tax return. Additionally, if you are a DVBE that is not a sole proprietorship and your firm rents equipment to the state, you must include in your submittal a complete copy of the personal federal income tax returns for each of your disabled veteran owners, including extensions, and within 90 days of the individual's tax return filing due date. Failure to comply will result in the suspension of your DVBE status and possible decertification, and it shall prohibit your business from participation any state contract until all requirements are met.

Maintaining Your Online Certified Firm Profile

To update your certified firm profile visit <http://www.eprocure.dgs.ca.gov/default.htm> and click on Login or Register

Your DVBE or Small Business Certification was extended. - Yahoo! Mail

Page 1 of 2



Your DVBE or Small Business Certification was extended.

Thursday, May 12, 2011 6:11 PM

From: "OSDSHelp" <OSDSHelp@dgs.ca.gov>

To: SANTORO.DVBETRKG@YAHOO.COM



Governor Edmund G. Brown Jr.

May 12, 2011

Supplier # 1165020
SANTORO TRANSPORTATION INC
PO BOX 6186
SALINAS , CA 93912

Dear Business Person:

The Office of Small Business and DVBE Services (OSDS) extended your certification. Your DVBE certification is being reconciled with your Small Business (SB) Micro certification. As a result of this extension, your renewal will now be required once every two years for both certifications. Once your business no longer meets the SB-Micro certification requirements, your renewal will be required annually for your DVBE and SB certifications.

Both certifications will now expire on * Dec 31, 2012 *. Please submit a dual renewal application no sooner than 90 days prior to expiration of your *new* synchronized expiration date. You must renew your certifications whether or not you receive a renewal notice.

IMPORTANT POST CERTIFICATION REQUIREMENTS:

You must notify OSDS of all business changes or your certification status may be subject to revocation. To report changes, complete a "Certification Information Change" form located at <http://www.documents.dgs.ca.gov/pd/smallbus/certchange.pdf>. A new application may be required.

Each year, DVBE firms must submit complete copies of federal income tax returns. **Failure to submit annual tax returns, within 90 days of the Internal Revenue Service filing, may result in revocation of DVBE certification.** Revocation will affect the awarding department's ability to count participation towards contract goals. Immediately notify the awarding department and the OSDS when certification requirements are not maintained per Military & Veterans Code Section 999.2(h).

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES PROCUREMENT DIVISION

DISABLED VETERAN BUSINESS ENTERPRISE DECLARATIONS

STD. 843 (Rev. 5/2006)

Instructions: The disabled veteran (DV) owner(s) and DV manager(s) of the Disabled Veteran Business Enterprise (DVBE) must complete this declaration when a DVBE contractor or subcontractor will provide materials, supplies, services or equipment [Military and Veterans Code Section 999.2]. Violations are misdemeanors and punishable by imprisonment or fine and violators are liable for civil penalties. All signatures are made under penalty of perjury.

SECTION 1

Name of certified DVBE: Santoro Transportation Inc. DVBE Ref. Number: 1165020

Description (materials/supplies/services/equipment proposed): Trucking, Material Supply.

Solicitation/Contract Number: _____ SCPRS Ref. Number: _____

(FOR STATE USE ONLY)

SECTION 2

APPLIES TO ALL DVBEs. Check only one box in Section 2 and provide original signatures.

I (we) declare that the DVBE is not a broker or agent, as defined in Military and Veterans Code Section 999.2 (b), of materials, supplies, services or equipment listed above. Also, complete Section 3 below if renting equipment.

Pursuant to Military and Veterans Code Section 999.2 (f), I (we) declare that the DVBE is a broker or agent for the principal(s) listed below or on an attached sheet(s). (Pursuant to Military and Veterans Code 999.2 (e), State funds expended for equipment rented from equipment brokers pursuant to contracts awarded under this section shall not be credited toward the 3-percent DVBE participation goal.)

All DV owners and managers of the DVBE (attach additional pages with sufficient signature blocks for each person to sign):

Josh Santoro _____
(Printed Name of DV Owner/Manager) (Signature of DV Owner/ Manager) (Date Signed)

(Printed Name of DV Owner/Manager) (Signature of DV Owner/Manager) (Date Signed)

Firm/Principal for whom the DVBE is acting as a broker or agent: _____
(If more than one firm, list on extra sheets.) (Print or Type Name)

Firm/Principal Phone: _____ Address: _____

SECTION 3

APPLIES TO ALL DVBEs THAT RENT EQUIPMENT AND DECLARE THE DVBE IS NOT A BROKER.

Pursuant to Military and Veterans Code Section 999.2 (c), (d) and (g), I am (we are) the DV(s) with at least 51% ownership of the DVBE, or a DV manager(s) of the DVBE. The DVBE maintains certification requirements in accordance with Military and Veterans Code Section 999 et. seq.

The undersigned owner(s) own(s) at least 51% of the quantity and value of each piece of equipment that will be rented for use in the contract identified above. I (we), the DV owners of the equipment, have submitted to the administering agency my (our) personal federal tax return(s) at time of certification and annually thereafter as defined in Military and Veterans Code 999.2, subsections (c) and (g). Failure by the disabled veteran equipment owner(s) to submit their personal federal tax return(s) to the administering agency as defined in Military and Veterans Code 999.2, subsections (c) and (g), will result in the DVBE being deemed an equipment broker.

Disabled Veteran Owner(s) of the DVBE (attach additional pages with signature blocks for each person to sign):

Josh Santoro _____
(Printed Name) (Signature) (Date Signed)

P.O Box 6166, Salinas, Ca. 93912 _____
(Address of Owner) (Telephone) (Tax Identification Number of Owner)

Disabled Veteran Manager(s) of the DVBE (attach additional pages with sufficient signature blocks for each person to sign):

(Printed Name of DV Manager) (Signature of DV Manager) (Date Signed)

Dependable Petroleum Products, Inc

To: Steve Egger

Company: MCK Services

EFT Transmittal

FAX Number: 925-957-9200

Date: 1/31/2012

No Pages: 1

From: Peter Mosher

Contract No. 04-4C3514

Project Name: Hwy 128/29 in Calistoga Cold Plane AC & Place RHMA (gap Graded)

Bid Date: February 1, 2012

PRODUCT	US TONS	PRICE US TONS	Refinery Location	Freight to Bodean
PG 64-16	+/- 150		Valero Benicia	\$ 27/ton
Totals				\$ 4,050

Dependable Petroleum Products, Inc. (DPP, Inc) is a certified DVBE/SBE supplier.

Certification Number: 61779

Expiration Date: SBE April 2012, DVBE April 2012

- Above price for PG64-16 freight is based on full loads
- It is our understanding this project is subject to COPI @ 5%
- This quote does NOT include sales/use tax or oil spill fund.
- Terms: Net 30 Days; subject to credit approval
- Diesel Fuel Surcharge (DFSC) is included in this quote.
- Terms for product are determined by the manufacturer and based on credit approval
- THESE PRICES ARE VALID FOR 15 DAYS FROM THE DATE OF THIS QUOTE
- THIS QUOTE DOES NOT GUARANTEE SUPPLY OR TRANSPORTATION
- WE REQUIRE A SIGNED ACCEPTANCE TO CONFIRM THIS QUOTE.

SIGNED ACCEPTANCE _____ DATE _____

2/1/12

CERTIFIED SMALL BUSINESS LISTING FOR THE NON-SMALL BUSINESS PREFERENCE

DES-OE-0102.8 (REV 2/2011)

BIDDER NAME MCK Services Inc.

CONTRACT NO. 04-4C3514

List the description of work, name, telephone number, certification number, and dollar amount of each certified small business who will be employed on this project. Failure to provide this information may be cause for denial of the non-small business subcontractor preference. Attach additional sheets if necessary.

Submit to:

MSC 43
OFFICE ENGINEER
DEPARTMENT OF TRANSPORTATION
1727 30TH STREET
SACRAMENTO, CA 95816-7005

Low Bidder

Bid Item Number	Description of Work, Service, or Materials	Certified Small Business (Name, Telephone No., and Certification No.)	\$ Amount
14, 15, 16	shoulder backing, hot mix asphalt, rubberized HMA	Bodean Company (707) 576-8205 * 53665	\$100,000.-

12 FEB - 3 PM 2:30

RECEIVED
CALTRANS
PROCUREMENT CONTRACTS
12 FEB - 3 PM 2:28

Nancy Jackson
Person to Contact (Please Type or Print)
(925) 957-9200
(Area Code) Telephone Number

Total Claimed Participation

\$ 100,000.-
26 % of Contract

ADA Notice

For individuals with sensory disabilities, this document is available in alternate formats. For information call (916) 654-6410 or TDD (916) 654-3880 or write Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814.



BoDean Co., Inc.
 1060 N. Dutton Ave.
 Santa Rosa, CA 95401
 (707) 576-8205
 707.576.8204 fax

Quote: **04-4C3514**
 Quote Date: 02/01/12
 Expire Date: 03/01/12

Suppliers of Quality Aggregates & Asphalt

Page 1 of 3

Quote

Bill to:

BoDean Sites:

Contact: Estimator
 Phone:
 Fax:

BoDean Asphalt Plant 1060 Maxwell Dr. Santa Rosa, CA 95401	BoDean Forestville Quarry 7888 Hwy 116 Forestville, CA 95436
Mark West Quarry 4611 Porter Creek Rd. Santa Rosa, CA 95404	

Quote Description: For construction on Route 128, Calistoga
 Contract Number: 04-4C3514

BoDean Forestville Quarry

Standard Units

<u>Product Description</u>	<u>Est. Quantity</u>	<u>Unit</u>	<u>F.O.B. Rate</u>
Shoulder Backing	14	Ton	\$7.00

Mark West Quarry

<u>Product Description</u>	<u>Est. Quantity</u>	<u>Unit</u>	<u>F.O.B. Rate</u>
Shoulder Backing	14	Ton	\$8.25

BoDean Asphalt Plant

<u>Product Description</u>	<u>Est. Quantity</u>	<u>Unit</u>	<u>F.O.B. Rate</u>
½" RHMA Type G	2,220	Ton	\$104.00

53665

RECEIVED
 CALTRANS
 PROCUREMENT CONTRACTS
 12 FEB -3 PM 2 28
 102.

Appendix A: QC/QA Terms, Additional Rubberized Asphalt Charges & Terms, Other Charges
 Appendix B: All Other Standard Terms & Conditions

QC/QA TERMS

BoDean Company will be responsible to provide for Plant Inspection, Gradations, Sand Equivalents, Binder Ignition Contents and Mix Design. Contractor will be responsible for all other QC/QA testing and all other associated QC/QA items and costs unless otherwise agreed to in writing.

Any QC/QA "bonus" money associated with material based specifications (plant side) shall be passed through to BoDean Co within 10 business days upon receipt of Caltrans payment.

RUBBERIZED ASPHALT

ITEM	ESTIMATED QUANTITY	UNIT PRICE
MOBILIZATION	1	\$5,000

Rubberized Asphalt Inclusions

1. Additional move-ins will be \$15,000 each. Includes (1) 50 ton test section 3 days prior to start of project.
2. Four week advanced written notice by purchase order required.
3. Quote based on 2 consecutive days or night's production (Mon – Fri) 12 hr. shift. Add \$4,500 for each additional day. Down days between production days (excluding weekend/holidays) will be billed at \$1,500 a day.
4. Add \$1,000 per shift for weekend work.
5. Cancellation of a production shift requires eight hours advance notice prior to start of heating/blending shift in order to avoid possible delays in continuous production day allotment identified above.
6. Overtime beyond 12hrs will be billed at \$450/hr, unless approved prior to work starting.

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 CALTRANS
 PROJECT # 04-4C3514
 CONTRACTS
 12 FEB 19 PM 2:28

OTHER CHARGES

Night Charges: Night charges of \$1,000 per night (Monday – Friday) will be charged for uses between 6PM and 6AM at its hot mix asphalt plant if purchased asphaltic concrete tonnages (standard units) do not exceed 1000 tons, or if aggregate purchases do not exceed 1000 tons during that period. If purchases exceed these amounts, then the charges shall be waived.

Sunday Surcharges: Sunday surcharges of \$3,000 will be charged for hours of use between 5 PM Saturday, and 5 PM Sunday.

EXHIBIT A: TERMS and CONDITIONS OF SALE

Customer (BUYER) agrees to each of the following terms and conditions of sale:

1. **Pricing.** All prices are, and title shall pass to BUYER, F.O.B. shipping point unless otherwise specified in writing. Quoted prices are subject to change if sale is not executed prior to expiration of quote. In addition, quoted prices are subject to addition for federal, state, or local taxes or fees. Otherwise, prices in effect at time of shipment will prevail. It is the obligation of BUYER to provide evidence of sales tax exemption to BODEAN. Notwithstanding the foregoing, in the event that sales tax is determined to be due upon any purchase, BUYER will pay the amount of such tax to BODEAN for payment to the appropriate taxing authority. Further, for all asphalt sales where agency special provisions or contracts contain a "binder index", price is subject to change in accordance with the indexed calculation & BUYER agrees to submit corrective change order adjustments to the indexing agency on a monthly basis and upon request of BODEAN to provide documentation from the indexing agency regarding compensation calculations.

2. **Discounts.** Discounts will be allowed only if paid via ACH (Automatic Clearing House) electronic transfer on the 10th day of the following month of invoice date (see attached instructions).

3. **Acceptance.** Any BUYER purchase order is subject to approval and acceptance by an authorized representative of BODEAN and subject to the terms set forth herein. BODEAN expressly limits its acceptance to these terms. Additional or different terms in BUYER's purchase order shall not be binding on BODEAN, and are hereby expressly rejected.

4. **Payment.** BUYER agrees to make full and timely payment for all materials and services charged to the account by or on behalf of BUYER. All accounts are due, payable and to be RECEIVED on or before the twenty-fifth (25th) day of the month following the invoice date. Past-due accounts shall be charged a "Late Charge" which is computed by a "periodic rate" of one and one half percent (1.5%) per month, eighteen percent (18%) per annum. BUYER agrees that any Late Charge computed will become part of its financial obligation to BODEAN. Should the financial responsibility of BUYER at any time become unsatisfactory to BODEAN, BODEAN shall have the right to require payment for any purchase hereunder in advance or at point of sale or, in the alternative, the provision of satisfactory security. Credit will be suspended on accounts 30 days past due and business will be done on a COD basis until all past due amounts are paid in full. In the event legal action is undertaken to collect a past due balance, the prevailing party shall be entitled to recover the principal amount due together with Late Charges, the cost of the suit, and reasonable attorney's fees and costs. A BUYER who wants to pay a past due balance once legal proceedings has commenced, agrees to pay all Late Charges, attorney's fees and costs incurred by BODEAN through the time of payment in full. BODEAN reserves the right to close any account for any reason and at any time.

5. **Preliminary Notice.** BODEAN may issue a preliminary notice under the mechanics lien law on any order. This is a

company policy and not a reflection of BUYER's credit standing. BUYER will provide BODEAN complete and accurate information for the purpose of preparation and service of the preliminary notice. BODEAN may withhold future material purchases in the event BUYER fails to provide requested preliminary notice information within 48 hours after written request.

6. **Modification.** Unless BUYER and BODEAN have specifically executed a supply agreement for the purchase and sale of products, there are no terms, conditions, understandings or agreements between BUYER and BODEAN other than those stated herein and all prior proposals and negotiations are merged herein. No terms and conditions in any way altering or modifying the provisions hereof shall be binding upon either party unless in writing and signed by an authorized representative of such party.

7. **Personal Guarantee Defined.** Each person that personally guarantees this credit application agrees to be personally, jointly, and severally liable for all the BUYER's obligations and indebtedness to BODEAN incurred by the BUYER or its employees or agents. Each Guarantor acknowledges that this guaranty is and shall be an open and continuing guaranty and any and all liability which it applies or may apply shall be conclusively presumed to have been created in reliance of this guaranty, notwithstanding any renewals, modifications, additions, or extensions of credit. Guarantor hereby waives (a) presentment, demand, protest, notice of dishonor, and notice of non-payment (b) the right if any to the benefit of or to direct the application of any security hypothecated to BODEAN until all indebtedness of applicant shall have been paid (c) the right to require the holder of proceed against applicant or to pursue any other remedy. In addition, Guarantor agrees that BODEAN may proceed against guarantor directly or independently of applicant and that the cessation of liability of applicant for any reason other than full payment or any extension, renewal, forbearance or acceptance, release or substitution of security or any impairment, suspension, of loss or any right to remedy of BODEAN against applicant, including the extension of the date payment is due or any security, shall not in any way affect the liability of guarantor hereunder.

8. **Delay.** BODEAN shall be excused for any delay in the availability of any materials caused by acts of God, acts of BUYER or BUYER's agent, weather, labor trouble, acts of public entities, extra work, failure of BUYER to make progress payments promptly, or other contingencies unforeseen by BODEAN and beyond the reasonable control of BODEAN.

9. **Indemnification.** To the fullest extent permitted by law, the BUYER shall be entirely responsible for the manner in which any materials purchased hereunder are used or modified by BUYER. BUYER shall defend, indemnify and hold harmless BODEAN and employees from and against all claims, damage, loss and expenses, arising out of or resulting from the misuse or modification of materials by BUYER.

WARNING: ASPHALT, SAND, DIESEL ENGINE EXHAUST AND OTHER MATERIALS ARE PRESENT AT THE BODEAN PLANTS AND RESULT FROM THE DELIVERY AND USE OF THE MATERIALS CONTAIN CHEMICALS KNOWN TO THE STATE OF CALIFORNIA TO CAUSE CANCER AND/OR REPRODUCTIVE HARM, (CHEMICAL HAZARDS). EXPOSURE TO SOME OR ALL OF THOSE CHEMICALS OCCURS DURING THE EXTRACTION, MANUFACTURE, DELIVERY, PAVING OPERATIONS, AND RELATED ACTIVITIES. CUSTOMER REPRESENTS THAT IT IS AWARE OF THESE CHEMICAL HAZARDS, AND SHALL ENSURE THAT ALL OF ITS EMPLOYEES, CUSTOMERS AND THE PUBLIC ARE ALSO WARNED OF THE PRESENCE OF THE CHEMICAL HAZARDS AND TAKE ALL APPROPRIATE STEPS TO FOLLOW THE PRECAUTIONS ON PRODUCT LABELS, MATERIAL SAFETY DATA SHEETS AND REQUIRED BY CALIFORNIA LAW.

California Certification Report

53665 - BODEAN CO., INC. - SB

Legal Business Name	BODEAN CO., INC.		
Doing Business As	BODEAN CO., INC.		
Address	1060 N Dutton Ave	Phone	(707) 576-8205
	SANTA ROSA, CA 95401	FAX	(707) 576-8204
Email	bwilliams@bodeancompany.com		
Web Page	http://www.bodeancompany.com		
Active Certifications	SB May 23, 2011 - Jun 30, 2012		
Business Types	Manufacturer;		
Classifications	[111116] Stone		
	[111117] Sand		
	[301216] Asphalts		
	[301217] Road and railroad construction materials		
	[301315] Blocks		
Keywords	[324121] Asphalt Paving Mixture and Block Manufacturing		
	[327331] Concrete Block and Brick Manufacturing		
Keywords	Aggregates Asphalt Crushed rock Sand Concrete blocks Quarry Gravel		

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MCK Services
INC

February 3, 2012

MSC 43
Office Engineer
Department of Transportation
1727 30th Street
Sacramento, CA 95816-7005

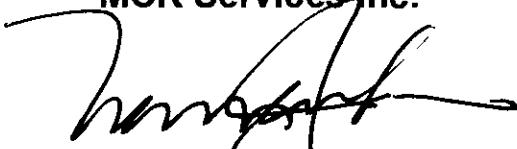
Re: Non-Small Business Preference Documents
(to be submitted by 4:00 p.m. on the 2nd business day following the
bid opening)
Caltrans Contract 04-4C3514, Bids Opened February 1, 2012

MCK Services Inc submitted a bid for Contract 04-4C3514 on February 1, 2012. Enclosed herewith is the following documentation required after bid opening:

Form DES-OE-0102.8
Certified Small Business Listing for the
Non-Small Business Preference

Please let us know if you have any questions by calling 925/957-9200

Respectfully submitted,
MCK Services Inc.



Nancy Jackson
Office Manager

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