

# Low Bidder

STATE OF CALIFORNIA • DEPARTMENT OF TRANSPORTATION  
**CALTRANS BIDDER - DBE - COMMITMENT**  
 DES-OE-0102.10C (NEW 06/2012)

04-01-14A10:19 RCVD

This information may be submitted with your bid proposal. If it is not, and you are the apparent low bidder or the second or third low bidder, it must be submitted and received as specified in section 2 of the specifications. Failure to submit the required DBE information will be grounds for finding the bid nonresponsive.

CONTRACT NO: 06-0P3004

BID AMOUNT: \$ 788,928.00

BID OPENING DATE: 3/26/2014

BIDDER'S NAME: Bowman Asphalt, Inc.

DBE GOAL FROM CONTRACT, %: 9%

DBE PRIME CONTRACTOR CERTIFICATION<sup>1</sup>:

BID ITEM NO.	ITEM OF WORK AND DESCRIPTION OF SERVICES TO BE SUBCONTRACTED OR MATERIALS TO BE PROVIDED <sup>2</sup>	FOR CALTRANS USE ONLY	NAME OF DBEs (Must be certified on the date bids are opened - include Caltrans certification #, DBE address and phone number) (Indicate 2nd and lower tier subcontractors)	DOLLAR AMOUNT DBE <sup>3</sup>
20	Striping		Super Seal & Stripe, 310 A Street, Fillmore, CA 93015 (805) 524-7345 # 2003	6,887.00
9	WPCP		Applan UDBE SWPPP, 5780 Olinda Rd. El Sobrante, CA 94803 (510) 375-1927 # 38334	750.00
17	Asphalt Oil		Dragon Material Transport, Inc. 377 W. Fallbrook Ave. Suite 107, Fresno, CA 93711 (559) 351-8822 # 37444	46,980
24	Lighting and Signal Materials		DBE Logistical Enterprises, 4658 E. Weathermaker, Fresno, CA 93703 (559) 392-1124 # 39438 2nd tier	18,000.00

IMPORTANT: Identify all DBE firms being claimed for credit, regardless of tier. Names of the First Tier DBE Subcontractors and their respective items(s) of work listed above must be consistent, where applicable, with the names and items of work in the "Subcontractor List" submitted with your bid. Copies of the DBE quotes are required.

- DBE prime contractors must enter their certification number and indicate all work to be performed by DBEs including work performed by its own forces.
- If 100% of item is not to be performed or furnished by DBE, describe exact portion of item to be performed or furnished.
- See section 2-1.12 of the specifications to determine the credit allowed for DBE firms.

Submit to:

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

Total Claimed Participation

\$ 72,617.00

9.2 %



Signature of Bidder

3/26/2014

(661) 334-1356

Date

(Area Code) Tel. No.

Nancy Cesmat

Person to Contact

(Please 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.

Airport \* Highway \* Street \* Parking Lot \* Striping \* Pavement Markings \* Markers \* Thermoplastic \* Signs \* Sealcoat \* Crackfill



CA LIC. # 396627, CLASS C-32 - MBE/SBE/ UDBE #2003

310 A STREET, P.O. BOX 755 FILLMORE, CA 93016  
 PH: (805) 524-7345 / FAX: (805) 524-7428

*In Bid*

**ESTIMATE**

COMPANY:

PHONE:

FAX:

ATTN:

EMAIL:

JOB NAME: CALTRANS 06-0P3004 - CONSTRUCTION ON ROUTE 99

ADDRESS: ROUTE 99 @ WHISTLER AVENUE

CITY: MCFARLAND, CA

PLANS: YES

SPECS: YES

ESTIMATOR: TREVOR

EMAIL: trevor@supersealandstripe.com

BID DATE	ACCEPTANCE	START DATE	COMPLETION DATE		
3/26/14					
ITEM #	DESCRIPTION	QTY	U/M	U.C.	TOTAL
	<b>APPLY THERMOPLASTIC MATERIAL</b>				
<del>3</del>	<del>TRAFFIC CONTROL SYSTEM (PARTIAL - FOR OUR WORK ONLY)</del>	<del>1</del>	<del>LS</del>	<del>\$1,050.00</del>	<del>\$1,050.00</del>
<del>20</del>	<del>4" THERMOPLASTIC TRAFFIC STRIPE</del>	<del>8980</del>	<del>LF</del>	<del>\$0.65</del>	<del>\$5,837.00</del>
	<p><b>THIS PROPOSAL EXCLUDES THE FOLLOWING:</b>                      REMOVAL OF EXISTING STRIPING/PAVEMENT MARKINGS                      REMOVAL OF TEMP TAGS                      TEMPORARY STRIPING                      CONSTRUCTION AREA SIGNAGE                      POSTING OF TEMPORARY NO PARKING SIGNS                      SIGNAGE                      TRAFFIC CONTROL PLAN                      SURFACE PREP PRIOR TO STRIPING</p> <p>BASED ON ONE MOVE-IN. ADDITIONAL MOVE- INS @ \$2,000/EA</p> <p>PRICE INCLUDES TRAFFIC CONTROL FOR OUR WORK ONLY</p> <p>PRICE COVERS LISTED ITEMS ONLY.</p> <p>DOWN TIME CAUSED BY ANYTHING BEYOND THE CONTROL OF SUPER SEAL AND STRIPE WILL BE BILLED AT \$125/MAN HOUR</p> <p><b><u>ALL ITEMS MUST BE USED FOR A VALID PROPOSAL. REMOVAL OF ITEMS FROM THIS PROPOSAL WILL NOT BE ACCEPTED.</u></b></p> <p>INCLUDES LAYOUT ON THE SAME DAY AS STRIPING. IF LAYOUT IS REQUIRED ON DAYS PRIOR TO INSTALLATION, AN ADDITIONAL MOBILIZATION WILL BE BILLED.</p> <p>PRICE DOES NOT INCLUDE PREMIUM FOR SATURDAY OR SUNDAY WORK HOURS                      CALL TIM TANNER FOR SCHEDULING - (805) 432-3620</p>				
				<b>TOTAL</b>	<b>\$6,887.00</b>

A CONTRACT AND FIFTEEN (15) WORKING DAY'S NOTICE MUST BE GIVEN PRIOR TO STARTING WORK.  
 UPON ACCEPTANCE PLEASE SIGN AND RETURN. ABOVE PRICE NOT VALID AFTER 30 DAYS.



Airport \* Highway \* Street \* Parking Lot  
 Striping \* Markers \* Thermoplastic  
 Signs \* Sealcoat \* Crackfill  
**LIC. # 396627 \*MBE/SBE/ UDBE #2003**

**CERTIFIED UDBE  
 ESTIMATE**

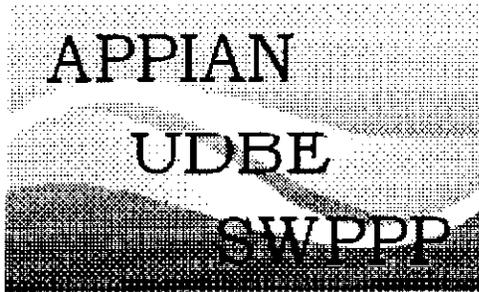
PAGE 2 OF 2

GENERAL LIABILITY INSURANCE IS INCLUDED WITH LIMITS OF \$1,000,000 PER OCCURRENCE/\$2,000,000 GENERAL AGGREGATE/  
 \$2,000,000 COMPLETED OPERATIONS AGGREGATE AND BLANKET ADDITIONAL INSURED ENDORSEMENT WITH WORDING  
 EQUIVALENT TO GC2010 11-85 WHEN REQUIRED BY WRITTEN CONTRACT. TYPE 3 INDEMNITY AGREEMENT APPLIES. EXCLUDES  
 ANY WAIVER SUBROGATIONS ON WORKERS COMP.

**CLARIFICATIONS:**

1. Contractor to provide monthly progress payments for all completed work in accordance with the bid pricing schedule. Monthly progress payments must be received in full by Super Seal & Stripe no later than 10 calendar days after the Contractor receives payment from Owner for our completed work. Delinquent payments will be subject to the highest interest rate allowed by law.
2. Retainage percentage on monthly progress payments to be no greater than the percentage retained by the Owner on its payment to the Contractor. If Owner reduces the retainage percentages on payments to the Contractor, the Contractor shall likewise reduce the retainage percentage on payment to Super Seal & Stripe. Full retention to be released no later than thirty, (30) days after completion of Super Seal & Stripe's work. Excessive or delinquent retainage will be subject to the highest interest rate allowed by law.
3. Any required Testing, Engineering, Design, Permits, Licenses or Applications, and the like, to be provided by others.
4. Prices are based on Plans & Specifications available at bid time, including all addenda. Any request for work (post bid) under conditions differing from those represented by the Prime Contract Documents, including but not limited to; altered phasing or staging, design changes, modified layout, resulting from plan errors or inaccurate designs, will require payment for additional work to be made to Super Seal & Stripe at an amount agreed upon prior to performing this work. If an amount cannot be agreed upon prior to performing the additional work the amount will be determined using Caltrans Force Account Rates or unit prices established in the bid pricing schedule, or a combination thereof, established in the bid pricing schedule, or a combination thereof; whichever method results in a higher overall payment.
5. Super Seal & Stripe is not responsible for delays caused by and or resulting from activities or non activities of others, including but not limited to, Owner, Contractor, Vendors, Suppliers, other subcontractors and other factors not in direct control of Super Seal & Stripe. For the delays caused by the aforementioned, Super Seal & Stripe will be reimbursed for all direct and indirect costs plus a mark up of forty percent, (40%) or as specified and allowed by the Prime Contract if the delays are caused by the Owner. Super Seal & Stripe will be granted an extension of time to perform its work tantamount to the delays.
6. Super Seal & Stripe requires (15) days notice prior to commencement of any production activity. If any of Super Seal & Stripe's work will be a controlling operation on the critical path of this project, Super Seal & Stripe must be notified in writing prior to execution of the Subcontract Agreement and provided with a CPM schedule which details this work. Failure to provide this information will waive the Contractor's right to recover liquidated damages from Super Seal & Stripe for this work.
7. All changes to the original scope of work proposed extra work must be directed by the Contractor in writing prior to Super Seal & Stripe performing this work.
8. For the purpose of this Subcontract Quotation one (1) move-in is considered to be: a period of consecutive eight (8) hour days of continuous work, not including weekends and holidays. Any discontinuities in this period, other than weekends and holidays, or for our own convenience, will be charged as an additional move-in at the Additional Move-in Charge as quoted herein.
9. Super Seal & Stripe must receive a letter of intent to award us the subcontract no later than (20) calendar days after bid date or this Subcontract Quotation becomes null and void.
10. Super Seal & Stripe is an Equal Opportunity and Affirmative Action employer, that adheres to laws & regulations of Executive order 11246 Sec. 503 as amended of Rehabilitation action 1973 as amended and 4211 (USC) Vietnam Veterans readjustment as amended.
11. If General Contractor or any of its sub-contractors work within Super Seal & Stripes traffic control, the expense will be shared accordinly at Super Seal & Stripe discretion. No advance posting, signing, or Portable CMS is included for Super Seal & Stripe Traffic Control.
12. Pre-Striping pavement preparation, including sweeping & curing compound removals, to be provided by others.
13. Any additional work in excess of the quantities price will be billed at the units. No discounts given for under-runs without prior approval of Super Seal & Stripe.

**NO BONDING.**



## APPIAN UDBE SWPPP

Storm Water Pollution Prevention Plans  
Water Pollution Control Programs  
Lead Compliance Plans

### Certified DBE (UDBE, WBE & MBE):

BART - No. 38334 - exp. 04-20-2015

Business License Number 024765

5780 Olinda Road  
El Sobrante, CA 94803

Phone: (510) 854-9402  
Fax: (510) 256-0103

Wednesday, March 19, 2014

### ATTN: Estimator

RE: Contract : **Caltrans - 06-0P3004**

**Widen Shoulder And Construct Rumble Strip.**

Bid Date: **March 26, 2014**

Please find below the APPIAN SWPPP quote for the referenced project. Price includes three draft copies of the plan, additional copies of the approved plan if required by the Special Provisions, amendments and corrections. Plan preparation is in compliance with State, Regional and Local Storm Water Discharge Regulations and as required by the Special Provisions.

Item #	Item Code	<u>Items bid individually</u>	Bid Price
1	070030	Prepare Lead Compliance Plan (LCP)	\$1,900.00
9	130200	Prepare Water Pollution Control Program (WPCP)	\$750.00

Good luck,

A handwritten signature in black ink, appearing to read 'Thomas Koprek'.

Thomas Koprek  
Estimator  
(510) 854-9402

# DRAGON

MATERIAL TRANSPORT, INC.

P.O. Box 27800, Fresno, CA 93729-7800  
Office (559)351-8822 Fax (559) 276-0818  
CA No. 0366649  
dragonmaterial@yahoo.com

DBE/WBE/UDBE Firm No. 37444

---QUOTE

Bowman Asphalt  
Attn. Cliff  
Date: 03/26/14

PROJECT: Caltrans Project No. 06-0P3004

MATERIAL: 156 U.S. Tons - PG 70-10  
DELIVERED PRICE: \$580.00 per U.S. Ton + any applicable taxes

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REFINERY: San Joaquin Refining, Bakersfield, Ca  
DESTINATION: Bowman Asphalt, Bakersfield, Ca

*\*DISCOUNT \$20.00 per ton if paid on or before the 10th*

*\*Standby after 1 hour from scheduled delivery time at \$100.00 per hour*

*\*Index: 5% Crude*

*\*Pricing based on full loads - 26.00 ton*

*\*Fuel surcharge - rate increase - add \$1.00 for every \$.10 increase if California On-Highway reaches \$4.28 per gallon. [www.eia.gov](http://www.eia.gov). \$4.081 on bid day.*

*135 TNS X \$580 TN = \$78,300 X 60% = \$46,980  
Claim*





**GOOD FAITH EFFORTS DOCUMENTATION DBE**

DES-OE-0102.11A (NEW 06/2012)

**Low Bidder**

04-01-14 A10:20 RCVD

2. List the names of certified DBEs and the dates on which they were solicited to bid on this project. Include the items of work offered and the dates and methods used for following up initial solicitations to determine with certainty whether the DBEs were interested. Attach copies of solicitations, telephone records, fax confirmations, etc.

Name of DBEs Solicited	Date of Initial Solicitation	Item(s) of Work	Follow Up Methods and Dates
N/A			

3. For each item of work made available, list the selected firm and its status as a DBE, the DBEs that provided quotes, the price quote for each firm, and the price difference for each DBE if the selected firm is not a DBE.

Item(s) of Work	Name of Selected Firm	DBE or non-DBE	Name of Rejected Firm	Quote (\$)	Price Difference (\$)
N/A					

If the firm selected for the item is not a DBE, provide the reasons for the selection on a separate sheet and attach names, addresses, and phone numbers for the firms listed above.

**GOOD FAITH EFFORTS DOCUMENTATION - DBE**

04-01-14A10:20 RCVD

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4. List the names and dates of each publication in which a request for DBE participation for this project was placed by the bidder. Attach copies of published advertisements or proofs of publication:

Publications	Dates of Advertisement
N/A	

5. List the names of agencies and the dates on which they were contacted to provide assistance in contacting, recruiting and using DBE firms. If the agencies were contacted in writing, provide copies of supporting documents.

Name of Agency	Date of Contact	Method of Contact	Results

6. List efforts made to provide interested DBEs with adequate information about the plans, specifications, and requirements of the contract to assist them in responding to a solicitation. Identify the DBE assisted, the information provided, and the date of contact. Provide copies of supporting documents.

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7. List efforts made to assist interested DBEs in obtaining bonding, lines of credit, insurance, necessary equipment, supplies, materials, or related assistance or services, excluding supplies and equipment the DBE subcontractor purchases or leases from the prime contractor or its affiliate. Identify the DBE assisted, the assistance offered, and the date. Provide copies of supporting documents.

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8. Include additional data to support a demonstration of good faith efforts.

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NOTE: USE ADDITIONAL SHEETS OF PAPER IF NECESSARY.