

Second Bidder

1/2

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

04-07-14 11:58 RCVD 2

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:

07-296704

BID AMOUNT:

\$ **16,554,639.20**

BID OPENING DATE:

APRIL 3, 2014

BIDDER'S NAME:

SECURITY PAVING COMPANY, INC.

DBE GOAL FROM CONTRACT, %:

9%

DBE PRIME CONTRACTOR CERTIFICATION¹:

N/A

BID ITEM NO.	ITEM OF WORK AND DESCRIPTION OF SERVICES TO BE SUBCONTRACTED OR MATERIALS TO BE PROVIDED ²	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 ³
39, 40, 60, 61	Joint Seal, Maintain Existing Traffic Management Systems, Inductive Loop Detectors		Global Road Sealing Inc #31176 10832 Dorothy Ave Garden Grove, CA 92843 (714) 843-0845	297,340
37, 38, 47	Reinforcing Steel		American Steel Placers, Inc #33825 603 S. Arrowhead Ave San Bernardino, CA 92408 (909) 884-6031	127,756

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.

Total Claimed Participation

\$

%

Joseph Ferndino

Signature of Bidder
JOSEPH FERNDINO, VICE PRESIDENT

4/3/14

Date

(818) 362-9200

(Area Code) Tel. No.

JOSEPH FERNDINO

Person to Contact

(Please Type or Print)

Submit to:

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

ADA Notice For individuals with sensory disabilities, this document is available in alternate formats. For information call (916) 654-5410 or TDD (916) 654-3880 or write Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814.

Second Bidder

2/2

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

04-07-14 11:35 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.

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25, 26	Supply Paving Oil to Vulcan Materials		EM OIL Transport # 10447 1145 S. Taylor Ave Montebello CA 90640 (323) 722-5454	1,867,626

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Submit to:

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

Total Claimed Participation

\$ **2,292,722⁰⁰**

13.8 %

Joseph Ferndino
 Signature of Bidder

JOSEPH FERNDINO, VICE PRESIDENT

4/3/14
 Date

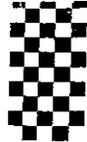
(818) 362-9200
 (Area Code) Tel. No.

JOSEPH FERNDINO

Person to Contact

(Please Type or Print)

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GLOBAL ROAD SEALING INC

(Union signatories, UDBE and MBE certified GT# -031176)

10832 Dorothy ave, Garden Grove ,Ca 92843. LIC. #757584

Ph: (714) 893-0845 FAX (714)893-0945

Subcontract Quotation

Project: Route 118, Contract # 07-296704

Location: Ventura County

Bid Date/Time: 04-03-14 @ 2:00 pm

Item	Description	Quantity	Unit Price	Extension
39	Joint seal (MR 1/2")	520	45.00	23,400.00
40	Joint seal (MR 1")	74	60.00	4,440.00
60	Maintaining existing TMS	1	LS	1,000.00
61	Inductive loop detectors	1	LS	268,500.00

PRICES ARE GOOD FOR 45 DAYS FROM THE DATE OF THIS PROPOSAL

\$ 247,340

EXCLUSIONS:

- Insurance premium in excess of \$2 million, bond premium(add 3 % to above quote if required)
- utility permits and fees, inspection fee,
- traffic control Plan, sign posting of any kinds, weekend work
- notify resident, and any Items not specifically Included under Inclusion section.
- Traffic control

Estimator : Tri La

Two weeks notice required for scheduling

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Fri Apr 04 07:38:14 PDT 2014

Query Criteria

Firm ID: 31176

Firm Type: DBE

Firm ID	31176
Firm/DBA Name	GLOBAL ROAD SEALING, INC
Address Line1	10832 DOROTHY AVE
Address Line2	
City	GARDEN GROVE
State	CA
Zip Code1	92843
Zip Code2	
Mailing Address Line1	
Mailing Address Line2	
Mailing City	
Mailing State	
Mailing Zip Code1	
Mailing Zip Code2	
Certification Type	DBE
EMail	trila.grsi@yahoo.com
Contact Name	TRI LA
Area Code	(714)
Phone Number	893-0845
Fax Area Code	(714)
Fax Phone Number	893-0945
Agency Name	DEPARTMENT OF TRANSPORTATION
Counties	00;
Districts	00;
DBE NAICS	238210; 238910;

ACDBE NAICS**Work Codes**

C1201 TRAFFIC CONTROL SYSTEM; C1601 CLEARING & GRUBBING; C1901 ROADWAY EXCAVATION; C1920 STRUCTURE EXCAVATION; C1930 STRUCTURE BACKFILL; C1940 DITCHES EXCAVATION; C3701 SEAL COAT; C4040 CLEAN & SEAL PAVEMENT JOINTS - ROUT & SEAL CRACKS; C4101 PAVEMENT SUBSEALING & JACKING; C8501 PAVEMENT MARKING; C8608 DETECTOR; C8611 RAMP METERING SYSTEM; C9858 RESIDENTIAL ELECTRICAL; C9980 DEMOLITION;
A General Engineering Contractor; C10 Electrical Contractor; C32 Parking and Highway Improvement Contractor;

Licenses**Trucks****Gender**

M

Ethnicity

ASIAN PACIFIC

Firm Type

DBE

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AMERICAN STEEL PLACERS, INC

Reinforcing Southern California

603 S. Arrowhead Ave., San Bernardino, CA 92408

(909) 884-6031 * (909) 884-6032 Fax

License No. 568513 Exp. 9/30/2014

CERTIFIED

SBE, MBE, UDBE, CUCP#33825

DATE: 04/03/14

PAGE 1 OF 3

PROJECT: Rte 118/Ventura

JOB SCOPE: FURNISH & INSTALL REINFORCING STEEL

CONTRACT # 07-296704

SECTION I - TERMS AND CONDITIONS

1. **Terms of Sale: Payment Terms** - Subject to on-going credit approval: Net 30 days from date of Invoice. Interest will be charged on all past due balances per the maximum rate allowed by law. Legal fees and costs will be paid as awarded to the prevailing party in the event of legal dispute. Seller reserves the right to stop Work or demand security as required. Buyer agrees to pay Seller in accordance with the escalation policy as specifically identified in this proposal. "Work" is hereby defined as the performance of all work as listed above and included in any accepted Agreement, plus any changes, acceleration/out of sequence work, damages, escalation and costs incurred for the cause or benefit of Buyer or others. Seller shall be paid in full for all work performed and/or any retention held no later than 30 days after completion of Seller's scope of work.
2. **Acceptance:** Prices of individual bid items are subject to renegotiation if Buyer elects not to accept this complete proposal as presented. If seller is requested to proceed with the work prior to the execution of mutually agreed Contract, or if the work is completed prior thereto, the Terms and Conditions herein shall govern pending said Agreement. No assignment of this proposal shall be made without our prior written consent. We reserve the right to sublet portions of our Work. In the event that working days exceed those stated in job specifications at time of bidding, Seller reserves the right to re-negotiate the contract to reflect any changes in labor and material.
3. **Schedule:** Seller's price is based upon detailing, fabrication and placing on a normal 5-day, Monday to Friday, 40 Hour work week, daylight hours unless explicitly noted on the face hereof. Performance will be based on bid documents as provided for tender and industry standards/CRSI. Schedule and schedule changes to be mutually agreed. Buyer to provide Seller (48) hours notice of cancellation of schedule deliveries and 5 working days notice for modifications or unscheduled deliveries. Buyer agrees to provide adequate notice for workmen required at the jobsite and sufficient work for at least one full shift. Detailing submittals will be sequenced in a manner appropriate to the construction schedule. Working schedules to be made by mutual agreement of the Contractor and Subcontractor to conform to Contractor's master schedule. In event duration times are provided by Subcontractor, it is agreed that time starts only when work areas are provided ready to receive installation in all respects, in accordance with OSHA and State safety regulations.
4. **Back Charges/Shipping Discrepancies:** No Changes for labor or materials furnished by the Buyer shall be allowed as credit unless authorized in writing by Seller within (10) days of said occurrence. After (24) hours period, all loads will be assumed to be verified.
5. **Safety:** Buyer will provide at no cost to Seller, general jobsite conditions conforming to OSHA standards and local governing authorities, including, but not limited to, adequate protection to ensure the safety of those working above reinforced steel as required, furnishing and installation of rebar safety caps or other OSHA compliant impalement hazard protection as required; Detection of protection from underground and other utilities; Safe access, signage and other required warnings, flagging, barriers/barricades, general site and task lighting as required, Shoring, fall-protection anchorage points, walkways, approved scaffolding and staging in place as required, trenches, rails, snow and ice removal, all weather truck access; safe access to points of storage and work, etc. all required.
3. **Insurance:** General Liability insurance will be provided solely for work performed by Seller and/or it's engaged parties. Seller is not providing insurance for any liabilities that exceed \$2,000,000.00 per incident or Seller's responsibilities and/or liabilities. Additional Insured Endorsements may limit liabilities to those assumed under the Agreement and exclude Professional Liabilities. XCU, subsidence, Professional Liability, Aircraft, Pollution Liability and mold coverage are excluded as not applicable to this trade. A broad coverage manuscript policy is provided in lieu of ISO descriptions and forms. Additional coverage or alternate requirements not set forth herein and mutually agreed are subject to availability and any additional costs. Self-insured limits must be accepted as provided in any related security substitution requirements waived. Seller excludes: Builders Risk Insurance and return receipt requested notices for all certificates of insurance. Compliance requirements for any hired sub-subcontractors are subject to availability.

SECTION II - CONDITIONS OF SALE EXCLUDED:

- . Pay if paid or "Pay when paid" conditions precedent for all properly completed work, including base scope of work, changes, acceleration/out of sequence of work, damages, escalation and costs incurred for the benefit of Buyer or others ("Work"); Retention exceeding the rate withheld by Owner; Retention on F.O.B. terms and Work Order extra's.
- . Indemnification, claim and defense liabilities, responsibilities or damages exceeding any proportionate extent of cause by Seller's active negligence or willful misconduct.
- . Risk, liabilities and responsibilities arising from existing conditions and preceding work exceeding visual inspection, building, but not limited to, field measurements, surveying, layout, forming and materials supplied by others; Costs arising from differing conditions and/or requirements from plans or drawings or bar lists provided for performance.
- . Design engineering and related Professional Liabilities and responsibilities; Costs and damages due to varying conditions and requirements.
- . Waiving any rights of dispute or redress; Costs/risks of claims against Owner for undisputed portions of our Work.

6. Forms and Information requirements not mutually agreed; Unconditional forms of release in advance of receipt of funds; Releases that fail to exclude pending changes, unpaid balances and retention as applicable; Releases for claims unrelated to payments for work performed; Non-conforming forms of waivers and releases within States that provide Statutory release language.
7. Reports waivers and other forms and contractual obligations related to bulk suppliers to our inventory stock who do not have lien rights.
8. Warranties exceeding Seller's scope of responsibilities or one (1) year; Guaranties of work performed by others; any forms of warranties, expressed or implied, of merchantability of fitness for purposes intended.
9. Risks and responsibilities for equipment and/or employees of Buyer or others providing services, or manning equipment used in connection with, but not within, Seller's scope of Work.
10. Liquidated and delay damages exceeding actual damages incurred, our scope of responsibility and/or our proportionate extent of cause, and for Force Majeure; Property Damage, remedial work and/or replacement of Work of others to the extent made necessary by others or Force Majeure.
11. Increased Labor and material cost and/or damage in the event of project suspension or delay.
12. General Liability credits for any wrap-up insurance programs.
13. Prime contract terms, conditions, and scope in addition to, and/or in conflict with, a mutually agreed contract and Seller's scope of work and responsibilities as described herein.
14. Reports, submittals and data requirements not applicable to our trade, reasonably required mutually agreed; Release of proprietary or other confidential information and record govern by the U.S. Security and Exchange Commission rules for publically traded company.
15. Any portion of fines or penalties exceeding the extent of cause by seller; Any increased, surcharged or escalated portion of fines incurred by Buyer.
16. Enrollment/Contributions to Unions which Subcontractor is not signatory; compliance with any additional or conflicting term, condition, or rate of pay, etc. between Seller's labor agreement and others affiliated with the Project.
17. Guarantors.
18. Site Security.

SECTION III - STANDARD EXCLUSIONS BY SELLER & FURNISHED BY BUYER

1. Approved properly manned equipment for hoisting or lowering of reinforcing materials or men, including hoisting for unloading trucks, setting cages or assemblies. Minimum 15 hrs Hook time. Provide level, debris free build area for onsite structure assembling.
2. Clear access roads & ramps for unloading of trailer/truck deliveries to within 50 feet of point of installation, and reasonable storage and lay-down areas.
3. Cost of inspections, testing, bonds, permits, penalties or Liquidating Damages.
4. Inserts, sleeves, rubatex, water stops, smooth dowels and/or dowel baskets, galvanized or epoxy coated dowels, threaded rebar, stud rails and placing of stud rails.
5. Cleaning cutting, straightening, locating or rework of existing reinforcing steel, reinforcing extending from piles, or precast.
6. Cutting, drilling of holes, grouting, field bending or dry-packing of reinforcing steel.
7. Burning, cutting or drilling of structural steel/miscellaneous iron to pass reinforcing steel.
8. Protection and/or cleaning of others work, covering, painting, greasing or wrapping of reinforcing steel or smooth dowels.
9. Rebar safety caps or devices for covering rebar ends.
10. All welding and rebar welded to structural/miscellaneous iron.
11. Blocking, chairing, wrapping and/or pulling of welded wire fabric.
12. Firm, level, sub-grade at elevation shown on drawings.
13. All dead men, cables, labor and engineering of system for guying of rebar, if required.
14. Cleaning tie wire clippings, tags and other spoils from work areas, cost of dumpster and composite crew cleanup, excepts as mutually agreed.
15. Lines, grades, steel racks, templates, scaffolding, safety rails, work platforms & ramps, sanitary facilities and jobsite access to drinking water.
16. Removal of staples and/or other device used to hold placing aids to forms.
17. Reinforcing for Anchor Points (and the Anchor Points) for Shotcrete, Precast, Closure Pours, Precast Connections and Prestressing Items.
18. Sand Plated Chairs.
19. Test Bars and test couplers (except those specifically called out in specs)
20. Adequate power and lighting when necessary.
21. Cost of reworking or replacing reinforcing steel damaged or lost due to flood, actions of buyer, other subcontractors or other acts of God.
22. Blocks, inspections tubes, wheel spacers for clearances in drilled shafts or caissons.
23. Tie wire, accessories and field placing aids for F.O.B materials.
24. Design Engineering, Engineering stamping of drawings, Field measurements and As-Built drawings.
25. Site work, Masonry Rebar, Mock ups, MSE Walls, Electrical Duct Bank, Equipment Pads, Pipe Encasement and/or Supports. (Unless specifically stated as ncluded)
26. Supply and installation for reinforcing stair landings and treads.
27. Layout of TOW, TOF, EOW, expansion/construction joints, corners, doorways, blockouts and/or openings of any kind and Masonry Dowels.
28. Separate Pour Watchman, Fire Watchman, Safety Manager, QC Mgr, Traffic Control or Onsite Security.
29. Trim reinforcing for openings, penetrations, and inserts not specifically located on Structural Drawings.
30. Parking area and/or cost of parking for field crews and provide area for jobsite office including utility hookup.
31. Double handlings costs, including costs to transport material from an unreasonably located area.
32. Unloading, handling and/or setting of F.O.B. materials (including Prebuilt Drilled Shaft Cages).
33. Dust Control, Storm Water management and/or similar environmental programs.
34. Thldr party invoicing processing fees or enrollment in third party invoicing services.
35. Excludes Cost of Bond - Bond Rate Approx 2%

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Fri Apr 04 07:38:43 PDT 2014

Query Criteria

Firm ID: 33825

Firm Type: DBE

Firm ID	33825
Firm/DBA Name	AMERICAN STEEL PLACERS, INC.
Address Line1	603 S. ARROWHEAD AVENUE
Address Line2	
City	SAN BERNARDINO
State	CA
Zip Code1	92408
Zip Code2	
Mailing Address Line1	
Mailing Address Line2	
Mailing City	
Mailing State	
Mailing Zip Code1	
Mailing Zip Code2	
Certification Type	DBE
EMail	Rusty@steelplacers.com
Contact Name	RUSSELL ROBERTSON
Area Code	(909)
Phone Number	884-6031
Fax Area Code	(909)
Fax Phone Number	433-9150
Agency Name	LOS ANGELES COUNTY METRO TRANSPORTATION AUTHORITY (MTA)
Counties	00;
Districts	00;
DBE NAICS	238120;

ACDBE NAICS

Work Codes	C0652 REINFORCING BAR SECTION SUPPLIER; C0655 STEEL SUPPLIER; C5201 REINFORCING STEEL; C9829 RETAINER WALLS;
Licenses	C50 Reinforcing Steel Contractor;
Trucks	
Gender	M
Ethnicity	NATIVE AMERICAN
Firm Type	DBE

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Quotation



Attn: Joe Ferndino fax (818) 767-3169

Quote Name: 07-296704 Route 118

Quote #: 115532

SECURITY PAVING CO INC
13170 TELFAIR AVE
SYLMAR, CA 91342
Acct#: 217352

Moorpark to Simi Valley

SIMI VALLEY, CA 93063

Date: Friday, April 4, 2014	Sales Rep : Don Luna
Quote Created: Thursday, April 3, 2014	
Effective From: Wednesday, April 2, 2014	Phone: 909-772-6017
Quote Expiration: Saturday, May 3, 2014	Fax :
Price Expiration: Wednesday, December 31, 2014	Email: lunad@vmcmail.com

Special instructions:

Prices quoted are using EMOT DBE Quote dated 4/2/2014 for liquid asphalt.
Rubber quoted up to 47 shifts.
Berm mix quoted on end dumps.

ASPHALT

Plant	Product Name	Product #	QtyU/M	FOB Plant	Haul Rate	Delivered
SUN VALLEY HMA	ST 3/4IN TYPE A 64-10	220805	13,500 Tons	\$46.00	7.75	\$53.75
		Truck Type	STD FRT RATE			
SUN VALLEY HMA	1/2IN RHMA-G-Superpave	326105	85,000 Tons	\$64.25	7.75	\$72.00
		Truck Type	STD FRT RATE			
SUN VALLEY HMA	3/8 BERM MIX PG70-10	421504	2,000 Tons	\$75.00	8.25	\$83.25
		Truck Type	STD FRT RATE			

Other Charges

Environmental Fee at \$3.00 / Load

Prices quoted above do not include any state or local sales and use tax, if any applies for this project.

Prices are FOB your jobsite as stated above. Terms are Net 30. Please note standard terms and conditions apply. (Subject to credit approval)

This quote is limited to acceptance within 30 days from the date of this quotation after which time quotation is subject to review/revision. Please contact Sales prior to placing the order.

Accepted by: _____ Date: _____

Sales Representative: _____ Date: _____

We appreciate the opportunity to provide you this quote and trust that Vulcan will have the pleasure of serving your needs for this and future projects.

GENERAL TERMS AND CONDITIONS

PRICES AND TERMS

Any sale by Vulcan Construction Materials, LP, Vulcan Materials Company, West Region, Triangle Rock Products, Inc. and/or Palomar Transit Mix Co. ("Vulcan"), to the buyer listed on page 1 of this Quotation ("Customer") shall be subject to the terms and conditions of this Quotation, of which these General Terms and Conditions form a part, the terms and conditions stated in Customer's application for business credit, and, if applicable, any terms and conditions relating to the delivery or shipment of materials by truck, barge, vessel, rail or other means which are provided by Vulcan to Customer in addition to this Quotation (each, a "Vulcan Sales Document", and collectively, the "Vulcan Sales Documents"). Prices are available only to the customer specifically named therein, and are only for the quantities mentioned in this Quotation, plus or minus such quantities as may be determined in Vulcan's sole discretion. A delinquency charge of 1 ½% per month, or such maximum rate allowable by applicable law, will be imposed upon all invoice amounts delinquent, before and after judgment. Quotation is offered for furnishing the total aggregate requirements for the project only. Prices reflect Customer's acceptance of materials at the quoted plant based upon gradation analysis performed and reported by Vulcan's certified plant quality control personnel. Any penalties that result from in place sampling shall be the full responsibility of Customer. All taxes applicable to the sale or delivery of materials that are not paid directly by Customer will be added to the sales price, invoiced to and paid by Customer, unless Customer provides Vulcan with satisfactory evidence of exemption from same.

THE TERMS AND CONDITIONS OF THE VULCAN SALES DOCUMENTS GOVERN THE RIGHTS AND OBLIGATIONS OF THE PARTIES

If Customer has issued a purchase order for the materials quoted by Vulcan in this Quotation, this Quotation is not an acceptance of said purchase order, or any of its terms or conditions, which are hereby rejected. Any sale by Vulcan to Customer of the materials listed in this Quotation shall be subject to the terms and conditions set forth in the Vulcan Sales Documents, and Customer's receipt or acceptance of said materials shall constitute acceptance of the offer that this Quotation constitutes. Any terms or conditions of a subsequent purchase order issued by Customer that are inconsistent with the terms and conditions of the Vulcan Sales Documents shall be null and void.

SHIPMENT AND DELIVERY

Unless a "delivered" price is quoted by Vulcan in the Vulcan Sales Documents, all prices are F.O.B. point of shipment from the locations designated regardless of the manner of transport of the material to Customer. Any and all trucking costs, freight charges, and other charges for transportation of the material after delivery F.O.B. Vulcan's plant shall be borne and paid by Customer, regardless of whether Vulcan arranges for said transportation. All haul prices quoted are based on cost of transportation at the time of the quote. Any increase or decrease in the same will affect these prices accordingly. Customer agrees to provide suitable roadways or approaches to points of delivery when materials are to be delivered by trucks in places other than paved streets. If such suitable roadways or approaches are not provided, Vulcan reserves the right to stop deliveries until this condition is remedied. If materials are required to be dumped on street, Customer must first secure a permit to do so. Shipment will be in accordance with Customer's reasonable instructions, subject to Vulcan's prior express agreement regarding Customer's proposed schedule, or, if none, then by whatever means Vulcan shall deem practicable. Vulcan's obligation to deliver is and is further subject to the availability of transportation and the availability of the material. Specified delivery dates and times are approximations only, and Vulcan shall incur no liability for failure to deliver on such dates or at such times. The quantities of material delivered to Customer shall be conclusively presumed to be the quantities shown on the tickets produced from a certified weigh scale at Vulcan's quarry or sales yard.

CREDIT AND DEFAULT

Vulcan shall have no obligation to ship or deliver materials except upon its determination prior to each shipment or delivery that Customer is worthy of the credit to be extended and is not in default upon any obligation to Vulcan. Upon default, Customer agrees to pay all of Vulcan's collection expenses, including but not limited to attorneys' fees, including attorneys fees incurred in connection with the foreclosing of any mechanic's lien filed by Vulcan or recovery by Vulcan on a stop notice or payment bond.

INSURANCE

A Memorandum of Insurance containing current information regarding Vulcan's insurance program is available at <<http://www.marsh.com/moi?client=D156>>.

EXCULPATORY PROVISIONS

Vulcan shall have no liability for delay or failure to make shipments, or delivery, as a result of strikes or other labor problems (whether existing or threatened), severe weather conditions, casualty, mechanical breakdown, earthquake, power interruptions or brownouts, fires embargos, civil unrest, regulations by government, including but not limited to rationing, or other conditions beyond Vulcan's reasonable control. In no event shall Vulcan be liable for any incidental or consequential damages. Deliveries are also subject to all applicable priorities now or hereafter established by any public authority in any way affecting Vulcan's ability to procure, process or deliver the materials (or labor) herein described. Items not of Vulcan's own manufacture are sold subject to Vulcan's continuing ability to procure same from Vulcan's regular source or sources of supply, and at Vulcan's present cost. In the event of an increase in Vulcan's cost of any such item effective prior to final delivery of such item hereunder, the price of such item herein quoted as to the quantity then remaining undelivered hereunder shall be correspondingly increased. Vulcan's liability and Customer's exclusive remedy for any cause of action arising out of the materials which are the subject of this Quotation shall be the replacement of, or payment of the purchase price for, such materials.

CHANGE OF TERMS

Vulcan may change the price, quantity, and/or any other terms and conditions of this Quotation upon 30 days' notice to Customer.

APPLICABLE LAW

All orders are subject to acceptance by Vulcan in writing, and the laws of the state in which the materials are delivered shall apply to the sale of all materials subject hereto.

LIMITED WARRANTY AND WARRANTY DISCLAIMER

Vulcan warrants for a period of one (1) year from date of delivery only that the material sold hereunder substantially complies with Vulcan's specifications for said material or the specifications set forth in Vulcan's quotation. **VULCAN HEREBY EXCLUDES ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR ANY PURPOSE, AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, OF THE MATERIAL SOLD HEREUNDER, OTHER THAN THE EXPRESS WARRANTY STATED ABOVE.** In addition, except to the extent otherwise set forth in the specifications described above, Vulcan makes no warranty whatsoever with respect to specific gravity, absorption, whether the material is innocuous, non-deleterious, or non-reactive, or whether the material is in conformance with any plans, other specifications, regulations, ordinances, statutes, or other standards applicable to Customer's job or to said material as used by Customer. **VULCAN SHALL IN NO EVENT BE RESPONSIBLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGE CAUSED BY NON-COMPLIANCE OF THE MATERIAL WITH SPECIFICATIONS, OR FOR ANY DEFECTS IN THE MATERIAL SOLD HEREUNDER.**

ADDITIONAL TERMS - READY MIXED CONCRETE

POINT OF DELIVERY

Vulcan agrees to make ready mixed concrete delivery on the street adjacent to Customer's project at curbside unless otherwise ordered by Customer, and then only to point accessible to Vulcan's truck. In the event Customer orders delivery beyond curb line, Vulcan shall have no liability for damage to sidewalks, driveways or other property, and Customer hereby agrees to defend, indemnify and hold Vulcan harmless against all liability, loss and expense (including reasonable attorneys' fees) alleged to have arisen from any such damage. Customer agrees to pay any and all costs for repairs, necessitated by damage to Vulcan's trucks and/or equipment resulting from any cause whatever during the process of delivery on the project site or unloading on the project site, other than to the extent caused by the negligence of Vulcan's employee or mechanical failure of Vulcan's equipment.

CUSTOMER TO PAY FOR ALL BATCHED CONCRETE

Customer shall pay for all ready mixed concrete ordered by Customer that has left Vulcan's plant regardless of whether Customer is able to accept delivery of the concrete at the project, except that Customer may reject out-of-specification concrete if notice is given to Vulcan immediately upon discovery of such non-conformance.

MINIMUM LOAD

Unless otherwise expressly stated in the Vulcan Sales Documents, unit prices are based on delivery of a full load, deliveries of less than a full load will be charged a minimum load fee based on Vulcan's prevailing rates, and Vulcan will provide Customer with one daily "finish load" at no additional charge.

STANDBY TIME

Unless otherwise expressly stated in the Vulcan Sales Documents, excess unloading or delay time will be charged at the applicable rate.

LIMITED WARRANTY AND WARRANTY DISCLAIMER FOR READY-MIXED CONCRETE

Vulcan warrants for a period of one (1) year from date of delivery only that the concrete material sold hereunder substantially complies with Vulcan's specifications for said material or the specifications set forth in Vulcan's quotation. **VULCAN HEREBY EXCLUDES ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR ANY PURPOSE, AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, OF THE MATERIAL SOLD HEREUNDER, OTHER THAN THE EXPRESS WARRANTY STATED ABOVE.** In addition, except to the extent otherwise set forth in the specifications described above, Vulcan makes no warranty whatsoever for ready-mixed concrete with respect to (1) whether any aggregates in said concrete material are innocuous, non-deleterious, or non-reactive, (2) whether any concrete material is subject to pop-outs, expansion, checking, discoloring, spalling, fretting, consolidation, scaling, efflorescence or cracking, (3) the durability of the concrete, including but not limited to sulfate resistance, (4) whether any concrete material, both in its quality, quantity, characteristics, and proportions, including but not limited to cement type and water-to-cement ratio, is in conformance with any plans, other specifications, regulations, ordinances, statutes, or other standards applicable to Customer's job or to said material as used by Customer. No warranty shall apply in the event that water or any other substance or material is added to the concrete either by or at the request of customer. **VULCAN SHALL IN NO EVENT BE RESPONSIBLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGE CAUSED BY NON-COMPLIANCE OF THE MATERIAL WITH SPECIFICATIONS, OR FOR ANY DEFECTS IN THE MATERIAL SOLD HEREUNDER.**

DATE 04-2-2014

Liquid Paving Asphalt Quantities

FROM : E M OIL TRANSPORT

Bid Item # 25 8550 Tons x 0.04 = 342 Tons
Bid Item # 26 84,700 Tons x 0.058 = 4913 Tons

1145 S. TAYLOR
MONTEBELLO, CA 90640
323-722-9088
FAX 323-722-5459
CELL MIKE PRYOR 818-336-0771
mike.pryor@emoiltransport.com

DUNS # 824736110 SBE# 37828 CAGE CODE# 4RQ42 TIN#
95-4508238

UDBE/SBE/MBE/WBE

TO ALL CONTRACTORS

DATE	03/31/14	BID DATE	04/03/14
DODGE NUMBER	21400450592		
CUSTOMER/JOB	07-296704 Route 118		
AGENCY	Caltrans		
INDXD 5% CRUDE AVG	YES APR 14		
JOB LOCATION	Simi Valley & Moorepark		
UDBE/SBE/DVBE REQ	DBE		
PLANT SOURCE	Sun Valley FROM LTR \$20.00 TON		
JOB DATES/EXPIRATION	12/31/2014		
NOTES	Need DBE prices		

PG 64-16 ^{4913 Tons} 5000 TONS @ \$520.00 TON FROM LTR SOUTH GATE ← + tax 559⁰⁰/ton
 PG 64-10 ³⁴² 525 TONS @ \$520.00 TONS FROM LTR SOUTH GATE + tax 559⁰⁰/ton

PRICE DOES NOT INCLUDE TAX OR ENVIRONMENTAL FEES

PRICE EXPIRES 12-31-2014

PG 64-10 ^{hand} 342T x 559⁰⁰ x 60% = 114,706
 342 x \$20 = \$6,840

PG 64-16 4913T x 559 x 60% = 1,647,820
 4913 x \$20 = \$98,260

Total DBE \$1,867,626

[Back To Query Form](#)**Search Returned 1 Records**

Fri Apr 04 07:41:46 PDT 2014

Query Criteria

Firm/DBA Name: E. M. Oil Transport

Firm Type: DBE

Firm ID	10447
Firm/DBA Name	E. M. OIL TRANSPORT, INC.
Address Line1	1145 SOUTH TAYLOR AVENUE
Address Line2	
City	MONTEBELLO
State	CA
Zip Code1	90640
Zip Code2	
Mailing Address Line1	
Mailing Address Line2	
Mailing City	
Mailing State	
Mailing Zip Code1	
Mailing Zip Code2	
Certification Type	OBE
EMail	emoiltransport@sbcglobal.net
Contact Name	LUZ A. MARTINEZ
Area Code	(323)
Phone Number	722-9088
Fax Area Code	(323)
Fax Phone Number	722-5459
Agency Name	DEPARTMENT OF TRANSPORTATION
Counties	19; 30; 33; 36;
Districts	07; 08; 12;
DBE NAICS	237310;

ACDBE NAICS

Work Codes	C0624 PETROLEUM, OIL, LUBRICANTS SUPPLIER; C2201 FINISHING ROADWAY;
Licenses	C12 Earthwork and Paving Contractor;
Trucks	
Gender	F
Ethnicity	HISPANIC
Firm Type	OBE

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