

STATE OF CALIFORNIA - DEPARTMENT OF TRANSPORTATION  
**DBE - COMMITMENT**  
 DES-OE-0102.10D (REV 12/2014)

CONTRACT NO: 08-1C1104 **Third Bidder**

BID AMOUNT: \$ 1,891,381.49

BID OPENING DATE: 5/14/15

BIDDER'S NAME: Calmex Engineering, Inc.

DBE GOAL FROM CONTRACT %: 9%

DBE PRIME CONTRACTOR CERTIFICATION<sup>1</sup>: N/A TOTAL NUMBER OF ALL SUBCONTRACTS (DBE & NON-DBE): 4 TOTAL VALUE OF ALL SUBCONTRACTS (DBE & NON-DBE): 551,252.45

BID ITEM NO.	ITEM OF WORK AND DESCRIPTION OF SERVICES TO BE SUBCONTRACTED OR MATERIALS TO BE PROVIDED <sup>2</sup>	WORK CATEGORY CODES <sup>3</sup>	NAME OF DBEs (Must be certified on the date bids are opened. Include Caltrans' certification no., DBE address, and phone number. Show 2nd and lower tier subcontractors)	AMOUNT (\$)
11 #12	Replace Asphalt Concrete Surfacing Rubberized Hot Mix Asphalt		LMS Transport # 4343916 -license DBE# 38327 Ph: 951-616-3828 2751 Avalon St. Jurupa Valley, CA	322,362.45

Show all DBE firms being claimed for credit, regardless of tier. Attach written confirmation from each DBE shown stating that it will be participating in the contract to perform the specific work shown for the specific amount agreed to.

The names of the 1st tier DBE subcontractors and items of work must be consistent with the Subcontractor List (Pub Cont Code § 4100 et seq.).

<sup>1</sup>Each DBE prime contractor must enter its certification number and show all work to be performed by DBEs, including work performed by its own forces.

<sup>2</sup>If 100% of an item is not to be performed or furnished by the DBE, describe the exact portion of the item to be performed or furnished.

<sup>3</sup>Use Work Category Codes from the California Unified Certification Program database.

Total Claimed Participation

\$ 193,417.47

10.2 %

The bidder acknowledges that it is committed to use the DBEs shown on this form to meet the contract goal (49 CFR 26.53).

*RS*  
Signature of Bidder

5/15/15  
Date

(951) 712-2090  
(Area Code) Tel. No.

Robert Stone  
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) 445-1233, TTY 711, or write to Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814.

*Handwritten notes and signatures in the bottom right corner.*



**LMS TRANSPORT**  
**CA # 434396**  
 © 800-698-6886

OFFICE: 951-616-3828

FAX: 951-685-1862

Email: [orders@lms-transport.com](mailto:orders@lms-transport.com) or  
[orders@la-grinding.com](mailto:orders@la-grinding.com)

2751 Avalon St, Jurupa Valley, Ca 92509

UDBE # 38327 | SBE# 1770011



UDBE # 40561 | SBE# 1795213

COMPANY: Vulcan ATTN: Estimating  
 PROJECT NAME: Caltrans #08-1C1104

BID DATE: 5-14-15

Below is LMS Transport's & LMN Incorporated's quote for the above referenced project. If this quote is accepted please send a signed copy to [orders@lms-transport.com](mailto:orders@lms-transport.com) or fax to **951-685-1862**

- **Item #: Oil Supply Only:** (1) 801 Tons of PG 64-16 at \$381.00 per Ton (Indexed)
- **Item # Freight Only:** (1) 801 Tons of PG 64-16 at \$21.45 per Ton to Corona
- **Item Numbers:** See rental rates below for cold milling, dump trucks, and flatbeds.

~~\$ 305,181.<sup>00</sup>~~  
~~\$ 17,181.<sup>45</sup>~~  
**\$ 322,362.<sup>45</sup>**

- See LMS Transport's & LMN Incorporated's Standard Hourly Rates on Page 2. You may apply any of these rental rates for the above mentioned contract to any bid items for services we offer to meet your DBE goals. LMN & LMS are sister companies & DBE Certified (asset based organizations!). Note: In (parenthesis) on page 2 states the amount of equipment we "own".

INCLUSIONS (PERTAINING TO OIL SUPPLYING/TRUCKING/COLD MILLING):

1. TERMS ARE NET 7 (no sales taxes or environmental fees included).
2. LMS TRANSPORT MUST BE NOTIFIED WITHIN 30 DAYS OF BID DATE OR QUOTE WILL BE NULL & VOID.
3. EACH ADDITIONAL MOVE/MOBILIZATION IS BASED ON LMN STANDARD RATES (SEE PAGE 2).
4. ADDITIONAL SHIFTS TO BE CHARGED AT LMN STANDARD RATES (SEE PAGE 2).
5. BACK CHARGES NOT PERMITTED FOR TRUCKING OR MILLING WITHOUT SAME DAY APPROVAL.
6. ALL WORK TO BE PERFORMED UNDER THE CUSTOMERS SUPERVISION.

EXCLUSIONS (PERTAINING TO OIL SUPPLYING/TRUCKING/COLD MILLING):

1. QCQA, ARHM, TESTING, ENGINEERING, PERMITS, BONDS, FEES, INSPECTION FEES, SWPPP, LAYOUT, SURVEY.
2. SKIP WORK, SWEEPING, DETAIL, MINI GRINDER UNLESS NOTATED UNDER INCLUSIONS.
3. HANDWORK/DETAIL WORK UNLESS NOTATED UNDER INCLUSIONS.
4. TRAFFIC CONTROL LABOR, TRAFFIC CONTROL PLANS, SIGNS & CMS BOARD UNLESS NOTATED UNDER INCLUSIONS.
5. IMPORT & EXPORT, SUBGRADE REMOVAL & COMPACTION, SUBGRADE PREP, GRADING, FINE GRADING, DEWATERING, PETRO-MAT, CLAY, MACADAM, AND ANY UNFORSEEN CIRCUMSTANES OR CONDITIONS. UNLESS NOTATED UNDER INCLUSIONS.
6. PROTECTION OF EXST. UTILITIES, UTILITY ADJUSTMENTS UNLESS NOTATED UNDER INCLUSIONS.
7. STRIPING AND SIGNAGE, SEAL COAT, SLURRY, PRIME COAT, WEEDKILL. UNLESS NOTATED UNDER INCLUSIONS.

Customer Name | Signature | Date: \_\_\_\_\_ 322,362.45  
x 60%

**= \$ 193,417.47**

LMS & LMN Name | Signature | Date: \_\_\_\_\_ **DBE CREDIT**



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**Standard Rental Rates for 2015 – LMN INCORPORATED “A COLD MILLING CO.” & LMS TRANSPORT**

EQUIPMENT&(OWNED)	HRLY RATE	NOTES:
Mini Grinder   Skidster (2)	\$850 (1st 4 Hrs) & \$175 after	Mobe charge included in 4 hr min.
40" (1) or 4' Cold Mill	\$2,100 (1st 4 Hrs) & \$300 (40") or \$2,200 (1 <sup>st</sup> 4 Hrs) & \$350 (4') after	Mobe charge included in 4 hr min.
7' Cold Mill (2)	\$2,850 (1st 4 Hrs) & \$525 after	Mobe charge included in 4 hr min.
Sweeper – (1)	\$130 per Hr   \$140 per Hr (OT) – Portal 2 Portal	4 hr min.
Super Tens (4)	\$88 per hr +	\$95 per hr outside 100 mile radius of Ontario+2 Hrs Travel
Strong Arms (4)	\$95 per hr	\$105 per hr outside 100 mile radius of Ontario+2 Hrs Travel
RGN or Lowboys (3) (equip. transport)	\$125 per hr portal to portal	Slide Axles and RGN trailers up to 50 ton.
Flatbeds (K-Rail etc) (4)	\$95 per hr portal to portal	\$100 per hr outside 100 mile radius
Oil Tankers (2)	\$100 per hr portal to portal	4 hr min
Drayage Tractors (3)	\$95 per hr portal to portal	\$100 per hr outside 100 mile radius

**This proposal is subject to all Terms and Conditions below.**



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### TERMS AND CONDITIONS OF CONTRACT:

In this agreement Sublet means LMS Transport (LMS) & LMN Incorporated (LMN). Owner means owner and/or any general contractor (customer) and/or agent or owner. This is a proposal per owner's request, not a complete property evaluation.

1. Standard Exclusions: Engineering, Soils Test, Permits, Compaction Test and/or Inspection Fees unless noted.
2. Prices are firm for thirty (30) days from the date of the proposal unless otherwise stated.
3. Owner agrees to indemnify Sublet from any claim or suit for bodily injury or property damage arising from the design construction or installation of speed bumps or wheel stops.
4. Any changes required by owner shall be authorized in writing and paid by owner at Sublet prevailing rates unless quoted and agreed upon in writing.
5. Owner agrees to furnish to jobsite necessary and adequate water supply at owner's expense.
6. Sublet assumes no liability for damage to underground pipes, septic tanks, cesspools or other underground structures; and any extra expense caused by the Sublet by the existence or location thereof shall be charged to buyer.
7. Owner agrees to pay attorney's and court costs in event suit is instituted to collect amounts due Sublet.
8. If work is performed according to owner's specifications of labor and materials, Sublet does not assume responsibility for the defects.
9. If work is to be performed by Sublet to provide labor and material in a workmanlike manner to accomplish the owner's purposes, Sublet agrees to repair or replace any defects of which owner gives notice to Sublet within 5 days after completion of work.
10. Delays or damage caused by building trades other than Sublet not employed by Sublet, shall be owner's responsibility.
11. Sublet shall be responsible for clean-up and removal of Sublet work and materials only.
12. If asphalt compaction tests are required by customer or agency, these must be performed while asphalt is being laid. Tests performed at a later date are not an acceptable method, and we assume no responsibility for those results.
13. Sublet is not responsible for proper drainage.
14. Grades are to be furnished plus and minus one tenth (.10) of a foot with dirt to balance.
15. Jobsite must be accessible to heavy equipment.
16. Workers compensation will be covered by the Owner for the Sublet employees for this project only.
17. Owner agrees to pay sublet, in full, based on the net terms under Inclusions on page 1. If an invoice is not paid within the term, a 3% fee will be assessed to the total, compound monthly. After 30 days, a 5% fee will be assessed to the total, compounded monthly. Signing this contract is the Owners recognition and approval to pay all invoices, in full, within the term.



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18. LMS & LMN or Sublet has not notified any underground alert service. All work performed by Sublet for Owner is done with the express understanding that Owner has complied with and accepts all responsibilities and liabilities in and for the requirements of the regional notification center law pursuant to Article 2 (commencing with Section 4216) of Chapter 3.1 of Division 5 of Title 1 of the Government code.

19. ADDITIONAL SHIFTS TO BE CHARGED AT OUR STANDARD RATES ON PAGE 2. The number of shift approved for this quote will be identified under "Inclusions".

NOTICE IS HEREBY GIVEN THAT WORK AND MATERIAL FURNISHED BY Sublet MAY SUBJECT THE PROPERTY ON WHICH SAID WORK IS PERFORMED TO THE LIEN LAWS OF THE STATE OF CALIFORNIA PURSUANT TO SECTION 1193 OF THE CODE OF CIVIL

PROCEDURE OF SAID STATE. CUSTOMER ACKNOWLEDGES THAT HE HAS RECEIVED A LEGIBLE COPY OF THIS PAGE PROPOSAL.

We hereby confirm our acceptance to the terms within this agreement.

**Signature:** \_\_\_\_\_

**Company:** \_\_\_\_\_

**Title:** Chief Estimator or Company Principal

**Name:** \_\_\_\_\_

=====

We hereby confirm our acceptance to the terms within this agreement.

**Signature:** \_\_\_\_\_

**Company:** LMS Transport & LMN Incorporated

**Title:** President of LMS

**Name:** Anthony Steen



State License No. 685954

Physical Address: 2764 S. Vista Ave. Bloomington, CA 92316  
Ph: (909) 546-1311 Ext. 101 / Fax (909) 874-9463

**CALMEX ENGINEERING, INC.**  
"Paving Southern California Roads"

May 18, 2015

**State of California Department of Transportation**  
1727 30<sup>th</sup> Street – MS 43  
Sacramento, CA 95816

Re: Project: Riverside County at Aguanga from Route 79 to Bradford Road at Anza  
Contract No: 08-1C1104  
Bid Date: 05/14/2015 @ 2PM – Online Bidding

To Whom It May Concern:

Please find attached DBE Submittal for above mentioned project. Please feel free to call if you have any questions.

Sincerely,

**Mayra Cardenas**  
*Accounts Payable*

Ph: (909) 546-1311 Ext. 101 | Fax: (951) 300-0976 | E-mail: Mcardenas@Calmex.us