

Second Bidder

STATE OF CALIFORNIA • DEPARTMENT OF TRANSPORTATION

DBE - COMMITMENT

DES-OE-0102.10D (REV 12/2014)

TT-14-10P12-01 RCVD

CONTRACT NO:

08-1G1404

BID AMOUNT:

\$ 1,634,005.00

BID OPENING DATE:

11/09/16

BIDDER'S NAME:

R.J. NOBLE COMPANY

DBE GOAL FROM CONTRACT %:

9%

DBE PRIME CONTRACTOR CERTIFICATION¹:

N/A

TOTAL NUMBER OF ALL SUBCONTRACTS (DBE & NON-DBE)

2

TOTAL VALUE OF ALL SUBCONTRACTS (DBE & NON-DBE)

\$193,712.40

BID ITEM NO.	ITEM OF WORK AND DESCRIPTION OF SERVICES TO BE SUBCONTRACTED OR MATERIALS TO BE PROVIDED ²	WORK CATEGORY CODES ³	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 (\$)
PORTION OF ITEM 11 & 12	PROVIDE LIQUID ASPHALT OIL		LMS TRANSPORT 2751 AVALON STREET JURUPA VALLEY, CA 92509 #38327	458 LIQUID TONS @\$563/TN = \$257,854 X 60% = \$154,712.40
#3 PORTION OF #3	CONSTRUCTION AREA SIGNS PILOT CAR OPERATION		MANERI TRAFFIC CONTROL INC. 47423 RAINBOW CANYON ROAD TEMECULA, CA 92592 #38078	\$3,300.00 15 SHIFTS X \$2,380.00 = \$35,700.00

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.).

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

²If 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.

³Use Work Category Codes from the California Unified Certification Program database.

Total Claimed Participation

\$ 193,712.40

11.9 %

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

X

Signature of Bidder

11/10/16

Date

714-637-1550

(Area Code) Tel. No.

STEVE MENDOZA, SECRETARY

Person to Contact

(Please Type or Print)

ADA Notice

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LMS TRANSPORT
CA # 434396
 © 800-698-6886

OFFICE: 951-616-3828

FAX: 951-685-1862

**Email: orders@lms-transport.com or
orders@lmncoldmilling.com**

2751 Avalon St, Jurupa Valley, Ca 92509

UDBE # 38327 | SBE# 1770011



UDBE # 40561 | SBE# 1795213

COMPANY: RJ Noble ATTN: Estimating

BID DATE: 10-26-16

PROJECT NAME: Tag# 08-1G1404 | Riverside County

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 or fax to [951-685-1862](tel:951-685-1862)

- **Item #: Oil Supply Only (per ton):** (1) 458 of PG64-28M @ \$523 (Index-5%).
- **Item # Freight Only (per ton):** (1) \$40 SJR to Corona.
- **Item Numbers:** See rental rates below for cold milling, dump trucks, equipment moves, & flatbeds.
 - *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. A flat \$12 Oil Spill Assessment Fee will be added to each load of oil.
3. **LMS TRANSPORT MUST BE NOTIFIED WITHIN 30 DAYS OF BID DATE OR QUOTE WILL BE NULL & VOID.**
4. EACH ADDITIONAL MOVE/MOBILIZATION IS BASED ON LMN STANDARD RATES (SEE PAGE 2).
5. ADDITIONAL SHIFTS TO BE CHARGED AT LMN STANDARD RATES (SEE PAGE 2).
6. BACK CHARGES NOT PERMITTED FOR TRUCKING OR MILLING WITHOUT SAME DAY APPROVAL.
7. 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: _____

LMS & LMN Name | Signature | Date: _____



LMS TRANSPORT
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 © 800-698-6886

OFFICE: 951-616-3828
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Email: orders@lms-transport.com or
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 2751 Avalon St, Jurupa Valley, Ca 92509
UDBE # 38327 | SBE# 1770011



UDBE # 40561 | SBE# 1795213

Standard Rental Rates for 2016 – LMN INCORPORATED “A COLD MILLING CO.” & LMS TRANSPORT

EQUIPMENT&(OWNED)	HRLY RATE	NOTES:
Mini Grinder Skidster (1)	\$850 (1st 4 Hrs) & \$175 per Hr after	Mobe charge included in 4 hr min. Additional charges over 100 mile radius.
Mini Grinder w/ Berm Attachment	\$1,000 (1 st 4 Hrs) & \$200 per Hr after	Hard to reach places i.e. under guard rails. Additional charges over 100 mile radius.
40"/4' (2) Cold Mill	\$2,100 (1st 4 Hrs) & \$300 (40") or \$2,200 (1 st 4 Hrs) & \$350 (4') after	Mobe charge included in 4 hr min.
Super Tens (2)	\$88 per Hr (4 Hr min)	\$100 per hour outside of 100 mile radius of Ontario, CA
RGN or Lowboys (2) (equip. transport)	\$135 per Hr portal to portal	Slide Axles and RGN trailers up to 50 ton.
Flatbeds (K-Rail etc.) (6 Tractors)	\$95 per hr portal to portal	\$110 Hr outside 100 mile radius 1 Hr Stand By Only
Oil Tankers (6)	\$100 per Hr portal to portal or Per Ton (request rate sheet)	4 Hr min 1 Hr Stand By Only
Dry Van Tractors (6 Tractors)	\$95 per hr portal to portal	\$120 per hr outside 100 mile radius



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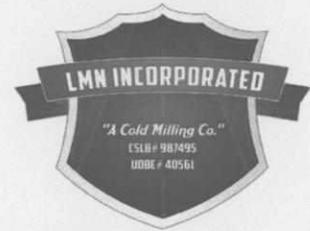
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This proposal is subject to all Terms and Conditions below.

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.



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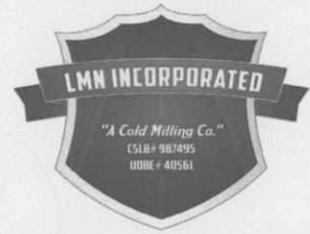
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17. Owner agrees to pay sublet, in full, based on the net terms under Inclusions on page 1. If an invoice is not paid within the term, a 3% fee will be assessed to the total, compound monthly. After 30 days, a 5% fee will be assessed to the total, compounded monthly. Signing this contract is the Owners recognition and approval to pay all invoices, in full, within the term.

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



MANERI TRAFFIC CONTROL, INC.

SIGN AND TRAFFIC QUOTE

TO: CAL STRIPE	ATTN: STEVE WORKS
PROJECT	08-1G1404
BID DATE	11/09/16

**CURRENT SCHEDULING FOR CONSTRUCTION AREA SIGNS AND TRAFFIC CONTROL IS 3 WEEKS ADVANCE NOTICE. CONTRACTOR MUST SEND REQUEST VIA EMAIL/FAX UNTIL FURTHER NOTICE. **

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TRAFFIC CONTROL: (ITEM #3)	
LUMP SUM, 2 LABORERS, 1 TRUCK AND EQUIPMENT (1-10 HOURS)	\$1,850.00
PILOT CAR OPERATION, 3 LABORERS (1-10 HOURS) <i>X 1 = 2,380.00</i>	\$2,380.00

ADDITIONAL ITEMS:	
EXTRA LABORER W/ TRUCK (1-10 HOURS) <i>X 1 = 920.00</i>	\$920.00
EXTRA LABORER (1-10 HOURS)	\$820.00
OVERTIME RATE PER LABORER PER HOUR	\$90.00

PLEASE SEE ATTACHED QUOTE FOR ALL OTHER PRICES

Total used on Item #3 = \$3,300.00

IF YOU HAVE ANY QUESTIONS REGARDING ANY PORTION OF THIS QUOTE, PLEASE DO NOT HESITATE TO CALL OUR ESTIMATOR, JOHNNY MANERI, ON HIS CELL AT (760) 535-7881. THANK YOU FOR YOUR TIME AND CONSIDERATION.

SINCERELY,

Johnny Maneri

MANERI TRAFFIC CONTROL, INC QUOTE STIPULATIONS:

ANY ADDITIONAL LICENSE FEES WILL BE THE CONTRACTORS RESPONSIBILITY. IF CONTRACTOR REQUIRES A BOND, A SURETY RATE OF 3% OF THE BOND AMOUNT, PLUS A SBA FEE OF .75% OF THE TOTAL BOND AMOUNT WILL BE ADDED TO THE TOTAL CONTRACT AMOUNT. ANY ITEM SOLD IS SUBJECT TO ADDITIONAL SALES TAX. NO RETENTIONS ARE TO BE HELD ON TRAFFIC CONTROL, ANY SERVICE OR ANY SALE PROVIDED. MANERI TRAFFIC CONTROL, INC. DOES NOT DO TRAFFIC CONTROL PLANS. IF PRIME CONTRACTOR CHOOSES TO ACCEPT THIS QUOTE: THIS FULL QUOTE MUST BE ATTACHED TO SUBCONTRACT OR PURCHASE ORDER. ALL SERVICES ARE PROVIDED UPON AVAILABILITY.

47423 RAINBOW CANYON RD.
TEMECULA, CA 92592
O: 951-695-5104
F: 951-695-5105

CONTRACTOR LICENSE #1017741
DIR #1000043135
DBE #38078
SB#2003406
UNION SIGNATORY

oavila@maneri traffic control.com
2nd tier Sub Contractor to Cal Stripe



MANERI TRAFFIC CONTROL, INC.

Firm ID	38078
Firm/DBA Name	MANERI TRAFFIC CONTROL
Address Line1	47423 RAINBOW CANYON
Address Line2	
City	TEMECULA
State	CA
Zip Code1	92028
Zip Code2	
Mailing Address Line1	
Mailing Address Line2	
Mailing City	
Mailing State	
Mailing Zip Code1	
Mailing Zip Code2	
Certification Type	DBE
E-Mail	mariamaneri@yahoo.com
Contact Name	MARIA MANERI
Area Code	(951)
Phone Number	695-5104
Fax Area Code	(951)
Fax Phone Number	695-5105
Agency Name	DEPARTMENT OF TRANSPORTATION
Counties	01; 13; 19; 30; 33; 36; 37; 40; 42; 56;
Districts	04; 05; 07; 08; 11; 12;
DBE NAICS	561990;
 ACDBE NAICS	
 Work Codes	C1200 CONSTRUCTION AREA SIGNS; C1201 TRAFFIC CONTROL SYSTEM; C1210 Traffic Count;
Licenses	C31 Construction Zone Traffic Control Contractor; D42 Sign Installation;
Trucks	
Gender	F
Ethnicity	HISPANIC
Firm Type	DBE

47423 RAINBOW CANYON RD.
 TEMECULA, CA 92592
 O: 951-695-5104
 F: 951-695-5105

CONTRACTOR LICENSE #1017741
 DIR #1000043135
 DBE #38078
 SB#2003406
 UNION SIGNATORY

ORIGIN ID:FLUA (714) 637-1550
JENNIFER DE IONGH
R J NOBLE COMPANY
15505 E LINCOLN AVE
ORANGE, CA 92865
UNITED STATES US

SHIP DATE: 10NOV16
ACTWGT: 0.50 LB
CAD: 5293310INET3790
BILL SENDER

TO OFFICE ENGINEER

DEPT OF TRANSPORTATION

1727 30TH ST

MSC 43

SACRAMENTO CA 95816

(916) 654-6410

REF: CALTRANS 09-1G1404 DBE

INV.

PO

DEPT



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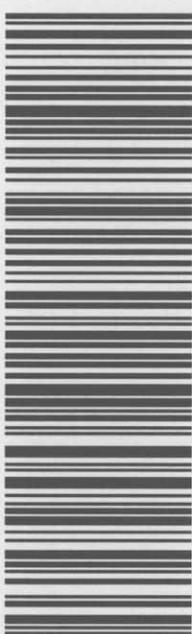
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FRI - 11 NOV 3:00P
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