

2

STATE OF CALIFORNIA  
DEPARTMENT OF TRANSPORTATION  
BID BOOK

# Second Bidder

Contract No.: 09-358904

Project ID: 0913000053

Bidder: VC0000016830 - Qualcon Contractors, Inc.

05-05-14A10:43 RCVD

CALTRANS BIDDER - DBE - COMMITMENT

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

1. DBE prime contractors must enter their certification number and indicate all work to be performed by DBEs including work performed by its own forces.
2. If 100% of item is not to be performed or furnished by DBE, describe exact portion of item to be performed or furnished.

Bid Item No.

2, 3

Item of work and description of services to be subcontracted or materials to be provided.

Const Area Signs, Traffic control port, attenuator rental

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)

KRC Safety Co

P.O. Box 6356

Visalia, CA 559-802-1749

Dollar amount DBE 51,500.00 *CT # 447*

Bid Item No.

14

Item of work and description of services to be subcontracted or materials to be provided.

Supply PG 64-28 asphalt

Name of DBE (Must be certified on the date bids are opened - include Caltrans certification #, DBE address and phone number) (Indicate 2nd and lower tier subcontractors) *2nd Tier to Granite.*

LMS Transport

3810 Wacker Drive, Mira Loma, Ca 91752

951-616-3828

Dollar amount DBE 335,648.00 *cert # 38327*

STATE OF CALIFORNIA  
DEPARTMENT OF TRANSPORTATION  
BID BOOK

Contract No.: 09-358904

Project ID: 0913000053

Bidder: VC0000016830 - Qualcon Contractors, Inc.

CALTRANS BIDDER - DBE - COMMITMENT (continued)

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Bid Item No.

Item of work and description of services to be subcontracted or materials to be provided.

Name of DBE (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

Bid Item No.

Item of work and description of services to be subcontracted or materials to be provided.

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

Bid Item No.

Item of work and description of services to be subcontracted or materials to be

Name of DBE (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

Bid Item No.

Item of work and description of services to be subcontracted or materials to be

Name of DBE (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



# KRC SAFETY CO., INC.

BARRICADE RENTAL ~ TRAFFIC CONTROL

P.O. Box 6356 Visalia, California 93290-6356

Phone (559) 732-0393 • Fax (559) 732-2684

Estimating Fax (559) 802-1749

WWW.KRCSAFETY.COM

To: Estimator

UN:426 / D:416

Job # 09-358904

09-Mno-395

KRC BID #M14-441

Bid Date: 4-30-2014

**\*UNION, LICENSE #507950 (A,C31), MBE(CERT. # 91S0014), DBE(CERT. #000447), SBE(CERT. #0006897)\***

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>UNIT</u>	<u>QTY</u>	<u>\$/UNIT</u>	<u>TOTAL</u>
2	Construction Area Signs - Price above includes signs from CS-1 only; furnished, installed and removed. - Signs specifically not included above are to be considered excluded from item 2. - KRC SAFETY will notify U.S.A for its work only at no extra charge to the prime contractor	Ls	Ls	Ls	\$6,000.00
3	Traffic Control System - See next page for manned traffic control rates <u>Impact Attenuator Vehicle (IAV) - Rental Only - Subject to Availability</u> - \$350.00/day : \$1,500.00/week : \$3,000.00/month (month rate based on 30 calendar days) - \$550.00 delivery fee will apply : \$550.00 pick up fee will apply - proper insurance certificate must be on file with KRC prior to delivery <u>Flashing Arrow Sign (Arrow Board) - Rental Only - Subject to Availability</u> - \$70.00/day : \$200.00/week : \$500.00/month (month rate based on 30 calendar days) - \$400.00 delivery fee will apply : \$400.00 pick up fee will apply - Up to (2) units can be delivered and or picked up at quoted price.				
4	Portable Changeable Message Sign (PCMS) - per each, rental only - \$150.00/day : \$400.00/week : \$1,000.00/month (month rate based on 30 calendar days) - \$400.00 delivery fee per pcms : \$400.00 pick up fee per pcms : If Interested, please call for sale price				

Note: (1) addendum(s) acknowledged.

Note: If items are not tied together within these notes items may be split.

Note: All rental equipment is subject to "DAY" rate if KRC maintains equipment during traffic control shift.

Note: **Prior to accepting this quote all stipulations listed on quote and on the Attachment A must be understood and accepted.**



# KRC SAFETY CO., INC.

BARRICADE RENTAL ~ TRAFFIC CONTROL

P.O. Box 6356 Visalia, California 93290-6356

Phone (559) 732-0393 • Fax (559) 732-2684

Estimating Fax (559) 802-1749

WWW.KRCSAFETY.COM

## Traffic Control System - Day or Night - Job # 09-358904

- 1 impact attenuator vehicle (**IAV**) with driver \$900.00 per 8 hour shift
- 1 man lane/ramp closures \$900.00 per 8 hour shift
- 2 man lane/ramp closures \$1,400.00 per 8 hour shift
- 3 man lane/ramp closures \$2,285.00 per 8 hour shift - **IAV included**

## All KRC SAFETY traffic control trucks come with the following:

- Up to 300 cones, (2) arrow boards, applicable equipment to close 2 lanes in same direction and or 1 lane in opposite directions, applicable on/off ramp closure equipment for up to 2 ramps within the closure, (6) beacons with batteries, & (24) flag stands. All traffic control trucks are also equipped with (1) T13 setup.

## Please add the following amount to any shift price above:

- \$50.00 per additional arrow board per shift (includes lane) plus applicable delivery and pick up fees

## Traffic Control Notes:

- If less than 4 consecutive shifts are performed please add 10% to quoted traffic control rates
- Cancellations made less than 8 hours notice of requested show up time will be charged at 40% of quoted rates, all cancellations MUST be received in written form, via fax or e-mail.
- Impact attenuator vehicle (IAV) & TC crews **subject to availability**
- Time starts when first piece of equip. is placed and ends when last piece of equip. is picked up.
- Please allow 30-90 minutes on each side of shift for placing and removing equipment. Depending on equipment needed actual time needed may vary.
- If contractor elects to use (1) man closure option contractor must supply KRC with a qualified, knowledgeable traffic control tech to help set out and pick up equipment.
- All overtime will be charged at \$95.00 per hour per man
- All Saturday traffic control rates multiply by 1.45
- All Sunday traffic control rates multiply by 1.85
- **KRC does not charge additional fees for additional closures within the shift. We will set up and take down as needed within the work shift for the price you see quoted with the equipment mentioned above.**

<u>Traffic</u>	30 days x 900 =	27000
O.T.	30 days x 95 x 4 =	11400
Attenuator rental:		7100
2 man x 3550 =		45500
Const Area sign		6000
		<hr/>
		51500



# KRC SAFETY CO., INC.

REV 02-12-14

## ATTACHMENT A

Job # 09-358904 Bid Date: 4-30-2014

- 1 KRC SAFETY CO., INC. is signatory to the Laborers of Northern California, Construction Laborers of Southern California and the Operating Engineers.
- 2 Unless otherwise noted on quote, all subsistence and travel pay is included in all prices.
- 3 KRC SAFETY CO., INC. is recognized by the Department of Transportation as a Certified Disadvantaged Business Enterprise (DBE) ~ (**Certificate # 000447**) Expires 11/23/2014, SBE (**Certificate # 0006897**), MBE (**Certificate # 9IS00114**)
- 4 Concrete or asphalt coring / patching is **NOT** included in any quoted items.
- 5 Unless noted on bid, traffic control is **NOT** included in the installation, removal, or repair of any items.
- 6 KRC SAFETY CO., INC. requires a, **12 WORKING DAY WRITTEN NOTICE IN ADVANCE**, prior to commencement of work, including installation and removal of signs. Additionally, an Executed subcontract or purchase order must be on file with this office prior to the start of work.
- 7 This quote shall remain valid for a period of 45 days from actual bid opening unless otherwise agreed upon in writing.
- 8 Contractor agrees to provide personnel for up to 5 to 10 minutes per KRC employee for relief break periods as needed due to weather and heat conditions to meet CAL OSHA heat illness prevention requirements.
- 9 Lump Sum price for Construction Area Signs includes: **USA Notification**, installation, removal and **INITIAL** dating of any ramp signs. Contractor will be responsible for maintenance and changing dates on signs as required. All construction area signs are considered rental and shall remain property of KRC SAFETY CO., INC. at the conclusion of project. Per KRC standard rental agreement prime contractor will be charged replacement cost for any signs, lumber or barricades missing and or damaged at conclusion of project. This amount must be paid in full within 30 days by the contractor, retention shall not be held on this amount.
- 10 Prior to KRC SAFETY CO., INC. installing any signs contractor must have proper agency (i.e. Caltrans, County, City, etc.) mark out all sign locations. Proper agency must also mark out their underground utilities and or pipes that are not located by USA. Agency will be responsible for lines hit that are not marked out by their forces. Therefore KRC SAFETY CO., INC. will not be responsible for any damage done to agencies utilities and this will become the responsibilities of the contractor and or the representing agency.
- 11 Bid item 2 includes (2) mobilizations. Additional mobilizations will be charged at \$1,200.00 each.
- 12 KRC SAFETY CO., INC. will not provide performance or payment bonds to the contractor.
- 13 Retention will not be held on traffic control work.
- 14 Compliance with Section 7108.5 of the Business & Professions code and any other statutes pertaining to prompt payment must be complied with and are and MANDATORY.
- 15 KRC SAFETY CO., INC. requests an invitation to all pre-job conferences.
- 16 Notification must be given to KRC SAFETY CO., INC. prior to any work performed as EXTRA-WORK or Force Account. If notification is not received, KRC will bill at usual rates and full payment will be the responsibility of the contractor.
- 17 Contractors State License #507950 Expires 03/31/2015 (Class A & C31)
- 18 **Portable changeable message signs, light towers, arrow boards and Impact attenuator vehicles are strictly rental. These items will not be incorporated into any subcontract. Contractor must issue a PO that accepts KRC SAFETY'S standard rental agreement prior to any delivery. KRC's standard rental agreement is available upon request.**
- 19 KRC SAFETY CO., INC. maintains Commercial General Liability Insurance with limits of \$1,000,000 each occurrence \$2,000,000 aggregate. Additional Insured and Hold Harmless are given only in respects to KRC SAFETY CO., INC. work. KRC SAFETY CO., INC. carries \$5,000,000 excess liability. Any additional liability limits or additional endorsement, including Waiver of Subrogation (add \$50.00 per policy period) requested by Prime Contractor and not provided by KRC SAFETY CO., INC. will be charged to and will be the responsibility of the Prime Contractor. Railroad insurance requirements excluded from this quote.
- 20 Sign panels for permanent items supplied by KRC SAFETY must be given 45 days advanced notice prior to being needed.
- 21 Force account rates will be charged to the contractor for any onsite training or meetings required.
- 22 **Should this quote be accepted by the contractor, Attachment A in its entirety shall become part of any and all subcontract agreements and/or Purchase Orders relating to this project. This quote shall be deemed accepted if a contractor lists KRC in its bid or if this quote is used by a subcontractor in its bid to a prime contractor.**

Submitted by: Michael Castro  
**MICHAEL CASTRO-ESTIMATOR**

Date: 4-30-2014

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

Accepted by: \_\_\_\_\_





**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)

3810 Wacker Dr, Mira Loma, CA 91752

**UDBE # 38327** | SBE | MBE Certified

**LMN Incorporated**

**(CSLB# 987495)**

**"A Cold Milling Co"**

**UDBE CERTIFIED # 40561**

**BID DATE:** 4-30-14

**COMPANY:** Granite **ATTN:** Estimating

**PROJECT NAME:** Caltrans # 09-358904 – Mono County Near Hilton Creek

**Below is LMS Transport'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) 800 Tons of PG 64-28 @ \$605.00 per Ton (Non Indexed) Paramount in Elk Grove  $\times 60\% = 290,400$
- **Item # Freight Only:** (1) 800 Tons of PG 64-28 @ \$56.56 per Ton to Lee Vining  $\times 100\% = 45,248$
- **Item Numbers:** LMS & LMN will bid on all items for services we offer (see page 2).
  - 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.**
2. CUT, LOAD, HAUL, DISPOSAL, DUMP FEES, SWEEPING, SKIPLOADER, DETAIL.
3. EACH ADDITIONAL MOVE/MOBILIZATION ARE BASED ON LAG STANDARD RATES (SEE PAGE 2).
4. ADDITIONAL SHIFTS TO BE CHARGED AT LAG STANDARD RATES (SEE PAGE 2).
5. **PRICE GOOD THROUGH Q4 2014. QUOTE IS NULL & VOID AFTER 5/1/2014.**
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, 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 CIRCUMSTANCES 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:** \_\_\_\_\_



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**(CSLB# 987495)**  
**"A Cold Milling Co"**  
**UDBE CERTIFIED # 40561**

PAGE 2

**Standard Rental Rates for 2013 – LMN INCORPORATED "A COLD MILLING CO." & LMS TRANSPORT**

<b>EQUIPMENT&amp;(OWNED)</b>	<b>HRLY RATE</b>	<b>NOTES:</b>
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 (5)	\$88 per hr + 2 Hrs Travel	\$95 per hour outside of 100 mile radius of Ontario, CA
Strong Arms (6)	\$95 per hr + 2 Hrs Travel – Note: \$98 per hr for brokered Strong Arms.	\$100 per hr outside of 100 mile radius of Ontario, CA
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



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**(CSLB# 987495)**

**"A Cold Milling Co"**

**UDBE CERTIFIED # 40561**

**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.
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

**LMS Transport "A 3PL & Subcontracting Company" DBE# 38327 | LMN Incorporated "A Cold Milling Co." DBE#40561**



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**CA # 434396**  
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**LMN Incorporated**  
**(CSLB# 987495)**  
**"A Cold Milling Co"**  
**UDBE CERTIFIED # 40561**

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