

# Low Bidder

10-16-15P01:29 RCVD

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

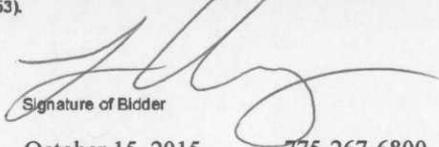
CONTRACT NO:	09-360604
BID AMOUNT:	4,408,631.00
BID OPENING DATE:	October 13, 2015
BIDDER'S NAME:	Herback General Engineering
DBE GOAL FROM CONTRACT %:	13%
DBE PRIME CONTRACTOR CERTIFICATION <sup>1</sup> :	TOTAL NUMBER OF ALL SUBCONTRACTS (DBE & NON-DBE) TOTAL VALUE OF ALL SUBCONTRACTS (DBE & NON-DBE)
	5 \$495,747.00

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 (\$)
27, 28	Striping	C8406	Super Seal & Stripe 310 A Street, Fillmore, CA 93016 805-524-7345 DBE # 2003	\$ 29,297.00
2, 3, 4, 5	Construction Area Signs Traffic Control	C1200 C1201	Force Traffic Control, Inc. P.O. Box 1107, Exeter, CA 93221 559-786-9856 DBE #29335	\$113,628.00
20	HMA - Supply Liquid Asphalt	C0624	LMS Transport 2751 Avalon St., Jurupa Valley, CA 92509 951-616-3828 DBE #38327	\$467,905.00
1	Lead Compliance Plan	C8851	Adanta, Inc. 828 School Street, Napa, CA 94559 707-709-8894 DBE #37357	\$ 1,250.00

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.).	Total Claimed Participation \$ 612,080.00 13.88 %
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<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.

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

  
 Signature of Bidder

October 15, 2015      775-267-6800  
 Date      (Area Code) Tel. No.

Greg Herback  
 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.



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



**CA LIC. # 396627, CLASS C-32 - WBE / SBE / DBE #2003**  
 CORPORATE OFFICE: 310 A STREET, P.O. BOX 755 FILLMORE, CA 93016  
 SATELLITE OFFICE: 151 AIRPORT ROAD, KING CITY, CA 93930  
 PH: (805) 524-7345 / FAX: (805) 524-7428  
 DIR #1000000752 - EXPIRES 6/30/16

**ESTIMATE**

COMPANY: ATTN:  
 PHONE: FAX: EMAIL:  
 JOB NAME: **CALTRANS 09-360604 - CONSTRUCTION ON ROUTE 395**  
 ADDRESS: **FROM ROUTE 270 TO 0.1 MI N/O JACK SAWYER ROAD** CITY : BRIDGEPORT, CA  
 PLANS: YES SPECS: YES  
 ESTIMATOR : TREVOR EMAIL: trevor@supersealandstripe.com

BID DATE		ACCEPTANCE	START DATE		COMPLETION DATE		
10/13/15							
ITEM #	DESCRIPTION	QTY	U/M	U.C.	TOTAL		
	<b>APPLY PAINT MATERIAL</b>						
	TRAFFIC CONTROL SYSTEM (PARTIAL - FOR OUR WORK ONLY)	1	LS	\$9,880.00	\$9,880.00		
27	PAINT TRAFFIC STRIPE (2-COAT)	96800	LF	\$0.19	\$18,392.00		
28	PAINT PAVEMENT MARKING (2-COAT)	410	SF	\$2.50	\$1,025.00		
THIS QUOTE INCLUDES UP TO 3 SHIFTS. IF MORE ARE NEEDED, ADD \$6,500/EA PLUS QUANTITIES PERFORMED.							
<b>THIS PROPOSAL EXCLUDES THE FOLLOWING:</b> REMOVAL OF EXISTING STRIPING/PAVEMENT MARKINGS REMOVAL OF TEMP TAGS (\$1.00/EA IF NEEDED) TEMPORARY STRIPING CONSTRUCTION AREA SIGNAGE DETOUR SIGNAGE / RAMP CLOSURE ADVANCED NOTICE SIGNS POSTING OF TEMPORARY NO PARKING SIGNS SIGNAGE MESSAGE BOARDS TRAFFIC CONTROL PLAN SURFACE PREP PRIOR TO STRIPING RETROREFLECTIVE TESTING							
BASED ON ONE MOVE-IN. ADDITIONAL MOVE- INS @ \$6,000/EA							
PRICE COVERS LISTED ITEMS ONLY.							
DOWN TIME CAUSED BY ANYTHING BEYOND THE CONTROL OF SUPER SEAL AND STRIPE WILL BE BILLED AT \$125/MAN HOUR							
<b><u>ALL ITEMS MUST BE USED FOR A VALID PROPOSAL. REMOVAL OF ITEMS FROM THIS PROPOSAL WILL NOT BE ACCEPTED.</u></b>							
PRICE DOES NOT INCLUDE PREMIUM FOR SATURDAY OR SUNDAY WORK HOURS CALL TIM TANNER FOR SCHEDULING - (805) 432-3620							
					PAGE 1 OF 3	TOTAL	\$29,297.00

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.



CA LIC. # 396627, CLASS C-32 - WBE / SBE / DBE #2003

310 A STREET, P.O. BOX 755 FILLMORE, CA 93016

PH: (805) 524-7345 / FAX: (805) 524-7428

DIR #100000752 - EXPIRES 6/30/16

PAGE 2 OF 3

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. SEE NEXT PAGE OF THIS PROPOSAL FOR SPECIMEN INSURANCE CERT.

**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.
14. Upon acceptance of this proposal, all terms, conditions and exclusions on all pages of this proposal shall be incorporated into the contract as an addendum.

**THIS PROPOSAL EXCLUDES BOND COSTS. CALL FOR BOND RATE.**

[Back To Query Form](#)

**Search Returned 1 Records**

Thu Oct 15 10:37:22 PDT 2015

**Query Criteria**

Firm/DBA Name: Super Seal & Stripe

Firm Type: DBE

<b>Firm ID</b>	2003
<b>Firm/DBA Name</b>	SUPER SEAL & STRIPE, INC
<b>Address Line1</b>	310 A STREET
<b>Address Line2</b>	
<b>City</b>	FILLMORE
<b>State</b>	CA
<b>Zip Code1</b>	93015
<b>Zip Code2</b>	
<b>Mailing Address Line1</b>	PO BOX 755
<b>Mailing Address Line2</b>	
<b>Mailing City</b>	FILLMORE
<b>Mailing State</b>	CA
<b>Mailing Zip Code1</b>	93016
<b>Mailing Zip Code2</b>	
<b>Certification Type</b>	DBE
<b>EMail</b>	brenda@supersealandstripe.com
<b>Contact Name</b>	BRENDA HAMPTON-ORTIZ
<b>Area Code</b>	( 805 )
<b>Phone Number</b>	524-7345
<b>Alt Area Code</b>	( )
<b>Alt Phone Number</b>	
<b>Fax Area Code</b>	( 805 )
<b>Fax Phone Number</b>	524-7428
<b>Agency Name</b>	CITY OF LOS ANGELES
<b>Counties</b>	19; 30; 33; 36; 37; 40; 42; 56;
<b>Districts</b>	05; 07; 08; 11; 12;
<b>DBE NAICS</b>	237310; 238110; 238120; 238990;

**ACDBE NAICS**

**Work Codes** C3701 SEAL COAT; C5601 SIGN STRUCTURE; C5620 ROADSIDE SIGN; C8201 OBJECT MARKER; C8405 THERMOPLASTIC TRAFFIC STRIPING & MARKING; C8406 PAINTED TRAFFIC STRIPING & MARKING; C8501 PAVEMENT MARKING; C9906 SANDBLASTING; C32 Parking and Highway Improvement Contractor;

**Licenses**

**Trucks**

**Gender**

**Ethnicity**

**Firm Type**

F  
CAUCASIAN  
DBE

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DBE \$ 113,620

FORCE TRAFFIC CONTROL, Inc.

CONSTRUCTION ZONE TRAFFIC CONTROL \* California C-31 License No. 790502
Member, Associated General Contractors \* Member, American Traffic Safety Services Association
DBE-WBE No. 29335 (CalTrans) \* Small Business Certification No. 19303 (CA DGS)
California Office: P.O. Box 1107, Exeter CA 93221 \* Estimating Phone (559) 786-9856 \* FAX (559) 594-1056
DIR # 1000005521
October 9, 2015

QUOTATIONS FOR TRAFFIC CONTROL ITEMS

CalTrans Contract No. 09-360604

Highway 395, Mono County

Cold plane asphalt concrete pavement and place HMA

A. FLAGGING & FLAGGERS' SIGNS, CONES, RADIOS, etc. (Part of Item 3)

- Two flaggers per 8-hour weekday/night shift @ \$ 1,200;
Additional flagger per 8-hour weekday/night shift @ \$ 550;
Overtime, each flagger @ \$ 76 per hour;
Doubletime, each flagger @ \$ 90 per hour;
Short-shift credit on weekday/nights (applied for workdays less than 7 hours) @ (\$60) per flagger per hour;
INCLUSIONS: ATSSA-certified and fully equipped Flaggers; all required advance warning signs including set-up and breakdown labor; reflectorized cones for stop areas and advance warnings signs; "Lane Closed" signs on portable stands; VHF or UHF two-way radios.
OPTIONAL: Portable Traverse Rumble Strip Array @ \$ 280 per shift, FTC will supply all labor and equipment associated with new RSP T-13. Included to give the prime contractor the option to provide and install the PTRSA.

1200
304

4 hr + 7 hr

B. PILOT CAR (Part of Item 3)

- Per 8-hour weekday/night shift @ \$ 650;
Overtime @ \$ 92 per hour;
Doubletime @ \$ 102 per hour;
Short-shift credit (applied for workdays less than 7 hours) @ (\$70) per hour;
Saturdays per @ \$ 92 per hour worked; Sunday at \$ 102 per hour worked
INCLUSIONS: Experienced pilot car operator with multiple traffic control certifications; fully equipped pilot truck, including signage, beacons and VHF or UHF radio and CB radio; "Wait For Pilot Car" signs with portable stands as needed.

2 + 280

540
834

\$ 2898 / day
30 days
\$ 104,328

OPTIONS C. THROUGH E. BELOW ARE OFFERED CONTINGENT UPON YOUR USE OF OUR FLAGGERS

C. CONSTRUCTION AREA SIGNS:

\$ 2,900 Lump Sum (Item No. 2)

INCLUSIONS: Provide, install, maintain and remove all construction signs shown/listed in Plan Sheet No.
NOTE: Flaggers warning signs including setup & breakdown labor are included the Flagging rates above.

D. Flashing Beacons:

\$ 1,000 Lump Sum (Item No. 4)

INCLUSIONS: Provide, install, maintain and remove all equipment and labor associated with beacons

E. PORTABLE CHANGEABLE MESSAGE SIGNS (Item No. 5)

- \$ 1,500 per unit for the 1st 30 days on site (i.e., \$3,000 for two units);
Daily rate @ \$40 per unit per day after the 1st 30 days..
INCLUSIONS: One move-in and one move-out, initial setup, all programming and maintenance.
EXCLUSIONS: Relocations of PCMS boards will be charged at Traffic Control Technician Labor rates below.

2 + 1500 = 3000
4000 + \$ 40 = 2400
\$ 5400

F. TRAFFIC CONTROL TECHNICIAN LABOR (includes truck) (Part of Item No. 3)

- \$ 78 per hour straight-time; \$ 88 per hour overtime & Saturdays; \$98 per hour Sundays/Holidays/Doubletime.
Part-time work only performed pre- or post-shift, unless weekend maintenance of the Traffic Control System is needed. Includes but is not limited to setting and resetting of safety delineations, relocations of CMS boards and auxiliary signs, and any additional assistance requested by the Prime Contractor.
INCLUSIONS: ATSSA-certified Traffic Control Technician(s) and well-equipped truck.

PAGE 2 of 3

Force Traffic Control - Quotations for CalTrans No. 09-360604

**E. ADDITIONAL TEMPORARY TRAFFIC CONTROL DEVICES (Part of Item No. 3)**

We can provide a wide variety of additional traffic control devices at modest rental rates. All devices are night-rated with high-intensity retroreflectivity and are NCHRP-350 certified. See a partial list with rental rates on page 3 below.

**GENERAL NOTES, TERMS & CONDITIONS - Please read carefully**

- **Acknowledgement & Agreement:** By appointing or listing Force Traffic Control as a subcontractor on this project, the Prime Contractor acknowledges and agrees to all applicable terms and conditions as stated above and in the descriptions below.
- **Durability of Rates Quoted Above:** Based upon the Advertisement Date of this project, all labor rates quoted above shall remain in effect through June 30, 2016. Should the State of California increase the applicable rates for work on this project thereafter, our rates above will increase by no more than 5% more than the State's net increase.
- **Radlos:** Our flaggers and pilot car(s) will be equipped with VHF or UHF 2-way radios. Additionally, pilot cars are equipped with CB radios for coordination with your truckers and other CB-equipped equipment.
- **Rental equipment** (excludes non-powered devices): For this project, the Portable Changeable Message Signs are covered herein under. The Prime Contractor shall be responsible for any damage or loss to/of the equipment due to traffic conflicts, vandalism, theft, acts of nature or mishandling by Prime Contractor's staff. The Prime Contractor will NOT be responsible for maintenance of the operational capabilities, except for operational difficulties and repairs brought about by such traffic conflicts, vandalism, acts of nature or mishandling by Prime Contractor's staff.
- **Night Work:** (a) No increase is applicable to any labor rates quoted above; (b) All added costs associated with illuminating the flaggers stations shall be borne by the Prime Contractor; (c) we will provide the two required 12" flashing beacons at \$5 each per shift.
- **Labor Agreements:** Signatory to the AGC-No. California Laborers' Traffic Control & Lane Closure Agreement.
- **Insurance:** Force Traffic Control, Inc. maintains insurance coverages as required by USDOT-FHWA, CalTrans and Nevada DOT (Commercial General Liability, Workers Comp and Commercial Auto). Any additional coverages required by the Prime Contractor can be acquired by us at the Prime Contractor's sole par-value expense (e.g., Workers' Comp Waiver of Subrogation, Excess Liability umbrella).
- **Mobilization:** For this project our initial advance notice requirements are 21 calendar days for USA-locate and installation of Construction Area Signs, and 10 calendar days for mobilization of CMS boards, flaggers, pilot car, etc.
- **Inclusion of these entire quotations in Subcontract or Work Order** is required either within the body of the Subcontracts/Work Orders or appended to and referenced within the Subcontracts/Work Orders. Such inclusion and /or referencing in no way obligates the Prime Contractor to use any of the optional quotations above.
- **Short-Work week:** Excluding beginning and end of project if work crews are worked less than three consecutive work days an additional charge of 10% may be added to rates above.

**Should you have any questions regarding these quotations, please call Vern at 559.786.9866.**

Cordially,

*Rosemary Force Stimpel*

President

FORCE TRAFFIC CONTROL, INC.					
TRAFFIC CONTROL SYSTEM EQUIPMENT RENTAL RATES (Includes delivery & Initial setup)					
<i>(devices frequently used for this type of work are in bold italics)</i>					
DEVICE TYPE	N O T E	First Day	Up to 1 Month	1 Month to 3 Months (Note 1)	3 Months to 6 Months (Note 1)
√ <b>Cone, 28"</b>	<b>2</b>	<b>\$8</b>	<b>\$8</b>	<b>\$12</b>	<b>\$18</b>
Portable delineator	2	\$8	\$8	\$12	\$16
√ <b>Traffic Drum, 42"</b>	<b>2; 3</b>	<b>\$16</b>	<b>\$16</b>	<b>\$20</b>	<b>\$45</b>
√ <b>Portable Object Marker</b>	<b>2; 3</b>	<b>\$12</b>	<b>\$12</b>	<b>\$24</b>	<b>\$40</b>
Barricade, Type 2	2; 3	\$8	\$8	\$16	\$36
Barricade, Type 3	2; 3	\$16	\$16	\$32	\$85
√ <b>Warning Light, Flashing</b>	<b>2</b>	<b>\$10</b>	<b>\$10</b>	<b>\$15</b>	<b>\$20</b>
Warning Light, Constant Burn	2	\$10	\$10	\$15	\$25
√ <b>Warning Light, Hi-Int. 8" LED Beacon</b>	<b>2; 4</b>	<b>\$30</b>	<b>\$30</b>	<b>\$15/month</b>	<b>\$15/month</b>
<b>ADDITIONAL CONSTRUCTION AREA SIGNS:</b>		<b>Post-mounted @ \$25 per square foot of face;</b>			
		<b>On portable mountings @ \$12/sf incl. mounting.</b>			
<b>NOTES:</b>					
1. Rates for multiple months are Lump Sum (not monthly) except where noted as monthly.					
2. First day rate = first month rate (to cover move-in/move-out costs).					
3. Can accommodate up to 2 warning lights.					
4. Several CalTrans districts now prefer that we install one of these LED Beacons atop all post-mounted signs and, during night work, atop the required portable advance warning signs, rather than using only 2 - 12" beacons at the project perimeters.					

\* \* \* \* \*

[Back To Query Form](#)

**Search Returned 1 Records**

Thu Oct 15 10:36:49 PDT 2015

**Query Criteria**

Firm/DBA Name: Force Traffic Control, Inc.

Firm Type: DBE

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<b>Firm ID</b>	29335
<b>Firm/DBA Name</b>	FORCE TRAFFIC CONTROL, INC.
<b>Address Line1</b>	1478-B NORTH BELMONT RD
<b>Address Line2</b>	
<b>City</b>	EXETER
<b>State</b>	CA
<b>Zip Code1</b>	93221
<b>Zip Code2</b>	
<b>Mailing Address Line1</b>	P.O. BOX 1107
<b>Mailing Address Line2</b>	
<b>Mailing City</b>	EXETER
<b>Mailing State</b>	CA
<b>Mailing Zip Code1</b>	93221
<b>Mailing Zip Code2</b>	
<b>Certification Type</b>	DBE
<b>EMail</b>	forcetraffic@earthlink.net
<b>Contact Name</b>	ROSEMARY STIMPEL
<b>Area Code</b>	( 559 )
<b>Phone Number</b>	594-1062
<b>Alt Area Code</b>	( )
<b>Alt Phone Number</b>	
<b>Fax Area Code</b>	( 559 )
<b>Fax Phone Number</b>	594-1056
<b>Agency Name</b>	DEPARTMENT OF TRANSPORTATION
<b>Counties</b>	01; 02; 03; 04; 05; 06; 07; 08; 09; 10; 11; 12; 13; 14; 15; 16; 17; 18; 19; 20; 21; 22; 23; 24; 25; 26; 27; 28; 29; 31; 32; 33; 34; 35; 36; 37; 39; 40; 41; 42; 43; 44; 45; 46; 47; 48; 49; 50; 51; 52; 53; 54; 55; 56; 57; 58;
<b>Districts</b>	01; 02; 03; 04; 05; 06; 07; 08; 09; 10; 11;
<b>DBE NAICS</b>	238990;

**ACDBE NAICS**

<b>Work Codes</b>	C1201 TRAFFIC CONTROL SYSTEM;
<b>Licenses</b>	C31 Construction Zone Traffic Control Contractor;
<b>Trucks</b>	
<b>Gender</b>	F
<b>Ethnicity</b>	CAUCASIAN
<b>Firm Type</b>	DBE

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**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

DIR # 1000014382

BID DATE: 10-13-15

COMPANY: Granite ATTN: Estimating

PROJECT NAME: Caltrans 09-360604 – Hwy 395 Overlay SR-270 north to Bridgeport

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 (per ton):** (1) 1,075 Tons of PG58-34M@ \$656 per Ton (Index-5%).
- **Item # Freight Only (per ton):** \$61.56 to Lee Vining.
- **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. 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: \_\_\_\_\_

LMS & LMN Name | Signature | Date: \_\_\_\_\_



**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**

**Standard Rental Rates for 2015 – 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" (2) 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.
Super Tens (4)	\$88 per hr +	\$105 per hr outside 100 mile radius of Ontario+2 Hrs Travel
Strong Arms (4)	\$95 per hr	\$110 per hr outside 100 mile radius of Ontario+2 Hrs Travel
RGN or Lowboys (3) (equip. transport)	\$135 per hr portal to portal	RGN trailers up to 50 ton.
Flatbeds (K-Rail etc) (4)	\$95 per hr portal to portal	\$105 per hr outside 100 mile radius
Oil Tankers (4)	\$100 per hr portal to portal	4 hr min
Dry Van Tractors (3)	\$95 per hr portal to portal	\$100 per hr outside 100 mile radius



**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**

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

**OFFICE: 951-616-3828**

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[orders@la-grinding.com](mailto:orders@la-grinding.com)**

**2751 Avalon St, Jurupa Valley, Ca 92509**

**UDBE # 38327 | SBE# 1770011**



**UDBE # 40561 | SBE# 1795213**

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

[Back To Query Form](#)

**Search Returned 1 Records**

Thu Oct 15 10:36:30 PDT 2015

**Query Criteria**

Firm/DBA Name: LMS Transport

Firm Type: DBE

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<b>Firm ID</b>	38327
<b>Firm/DBA Name</b>	LMS TRANSPORT
<b>Address Line1</b>	2751 AVALON ST
<b>Address Line2</b>	
<b>City</b>	JURUPA VALLEY
<b>State</b>	CA
<b>Zip Code1</b>	92509
<b>Zip Code2</b>	
<b>Mailing Address Line1</b>	2751 AVALON ST
<b>Mailing Address Line2</b>	
<b>Mailing City</b>	JURUPA VALLEY
<b>Mailing State</b>	CA
<b>Mailing Zip Code1</b>	92509
<b>Mailing Zip Code2</b>	
<b>Certification Type</b>	DBE
<b>EMail</b>	orders@lms-transport.com
<b>Contact Name</b>	ANTHONY STEEN
<b>Area Code</b>	( 951 )
<b>Phone Number</b>	616-3828
<b>Alt Area Code</b>	( )
<b>Alt Phone Number</b>	
<b>Fax Area Code</b>	( 951 )
<b>Fax Phone Number</b>	685-1862
<b>Agency Name</b>	DEPARTMENT OF TRANSPORTATION
<b>Counties</b>	19; 30; 33; 36; 37; 42; 43; 56;
<b>Districts</b>	04; 05; 07; 08; 11; 12;
<b>DBE NAICS</b>	484110; 484220; 488310; 493110;

**ACDBE NAICS**

<b>Work Codes</b>	C0624 PETROLEUM, OIL, LUBRICANTS SUPPLIER; C9604 SUPER 10 DUMP TRUCK; C9605 FLAT BED TRUCKING; C9670 TRUCK RENTAL; C9774 TRUCKER; C9908 HEAVY EQUIPMENT RENTAL;
<b>Licenses</b>	
<b>Trucks</b>	FOR HIRE - 7;
<b>Gender</b>	M
<b>Ethnicity</b>	ASIAN PACIFIC
<b>Firm Type</b>	DBE

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DBE



MATERIAL QUOTE (MQ)

GRANITE CONSTRUCTION COMPANY (hereafter "Seller") submits to the purchaser identified below ("Purchaser") this Quote for material as described below ("Material"). This material quote ("MQ") upon transmittal to Purchaser, replaces and terminates any verbal quote or offer that Purchaser may have received from Seller referencing the Project.

Date/Time: 10/13/2015 11:07:04 AM

Project: HERBACK - 09-360604 HWY 395 OVERLAY BRIDGEPORT

To: PETER GRIFFIN

Description: RTE 270 TO .1 MILE N OF JACK SAWYER RD

Customer: HERBACK CONST

Phone: 775-790-7480

Bid Date: 10/13/2015

Fax:

DIR # 1000000085

1. DELIVERY: Delivery shall be F.O.B. Plant. Material shall be delivered or made available in accordance with a schedule mutually agreed upon by the Purchaser and Seller. Any charges at destination for spotting, switching, handling, storage and/or other accessorial services, and demurrage, shall be paid by Purchaser. Plant standby time, job cancellation, damages caused by Purchaser or Purchaser's trucker, added surcharges and force majeure events will be the responsibility of Purchaser. Purchaser will schedule delivery of aggregates and asphalt concrete and trucking with Seller's designated material dispatcher. Should Seller not be responsible for trucking, Purchaser will be responsible to schedule all trucking needs directly with the Purchaser's trucker of choice. Seller will not be responsible for any non-performance of the trucker operating under the direction of Purchaser. Should Purchaser designate a trucker to perform hauling of Materials under this MQ, Purchaser indemnifies and holds Seller harmless for costs or damages incurred due to the acts or omissions of such trucker.

2. TERMS OF PAYMENT: Purchaser shall pay Seller at the prices given in the table below. Payment shall be due no more than thirty (30) days from the date of the invoice in the full amount of the invoice without retention of any amounts by Purchaser. Purchaser's failure to pay all amounts owing when due shall be deemed a material breach of this MQ and Seller may, at its option, (i) terminate this MQ; (ii) require payment to be made in advance of future deliveries; or (iii) place future deliveries on a C.O.D. basis. Amounts past due shall bear an interest charge computed from the due date at the lesser of the maximum interest rate allowed by law or at the rate of 1.5% per month. Purchaser agrees to pay all costs and expenses of collecting past due accounts, including actual attorneys' fees, incurred whether or not a suit or action is filed, on appeal or otherwise.

3. MATERIAL/SPECIFICATION/PRICE: Pricing does not include Sales Tax.

ITEM #	MATERIAL DESCRIPTION	QUANTITY	UNITS	PRICE	FOB	PLANT NAME
	3/8" HMA58-34MR15	6,500	TN	110.00	PLANT	LEE VINING AC PLANT
	3/4" HMA58-34MR15	16,200	TN	104.00	PLANT	LEE VINING AC PLANT
	SHOULDER BACKING	4,190	TN	16.00	PLANT	LEE VINING AC PLANT
1818	3/4" CALTRANS CLASS 2 AB	250	TN	12.00	PLANT	LEE VINING AGGREGATE PLANT

This quote is for material only, pricing does not include freight. Special Conditions: SEE ATTACHED SPECIAL CONDITIONS - GRANITE WILL OFFER \$3.00 PER TON FOR MILLINGS - DBE CREDIT OF \$467,905 - BUY 404,621 AND HAUL IS \$63,283

For Asphalt Concrete and Aggregates sold after the price will increase by \$ 0.00 per ton for Aggregates and \$ 0.00 per ton for Asphalt Concrete. Prices effective until QUOTE VALID ONLY IF SIGNED AND RETURNED NO LATER THAN 11/7/2015

4. PRICE ESCALATION: Purchaser acknowledges that national and regional supply shortages for the raw material necessary for the production and delivery of the Material may occur and that the prices for oil, liquid propane, gasoline, diesel, natural gas and electricity (collectively "Fuel") as well as liquid asphalt, Portland cement and lime (collectively "Elements") may increase during the term of this MQ. In the event that Seller incurs cost increase(s) in Fuel or Elements such that if the purchase price of any Material to be supplied under this MQ is increased to reflect the same cost increase incurred by Seller for the Fuel and Elements of that Material and would result in an increase in the price of said Material of greater than: (i) 10% for aggregate type Material; (ii) 6% for asphaltic concrete type Material; or (iii) 4% for Portland cement type Material, then Purchaser and Seller shall negotiate to mutually agree upon a revised price for the Material yet to be delivered under this MQ. If the parties cannot agree upon a revised price for such Material, then either Party may, upon two (2) days written notice, terminate this MQ as to any Material not delivered to Purchaser as of the date of termination.

**5. ACCEPTANCE:** This MQ shall constitute a firm offer for thirty (30) days from its date first written above or, if otherwise, as stated in Section 3 (Special Conditions) above ("Acceptance Period"). The terms and conditions of this MQ may be accepted by the Purchaser ("Acceptance") only by one of the following alternatives performed within the Acceptance Period: (i) Purchaser's execution and delivery to Seller of this MQ; or (ii) the Purchaser placing either a written or oral order for all or a portion of the Material quoted under this MQ or (iii) Seller's commencement of performance. This MQ can only be modified in writing and signed by both parties. Any and all additional or different terms proposed by Purchaser, whether contained in Purchaser's purchase order, shipping release forms, prior practice between the parties, or on any modification to this MQ by Purchaser shall not be binding on nor obligate Seller unless prior to Acceptance this MQ is returned with Purchaser's full counter-proposal and is then signed and dated by Seller's authorized representative. The issuance or the execution of this MQ shall not be intended or construed as creating an exclusive or requirements supply agreement between Purchaser and Seller.

**6. READY MIX CONCRETE ADDITIVES (if applicable):** Seller shall not be responsible for the effect on slump, strength, or quality of any concrete to which water or any other materials are added at the direction of Purchaser or Purchaser's representatives. Seller does not guarantee pumpability of mixes since Seller has no control over the type of pumping equipment used or the conditions that prevail. When color additives or any other additives or add agents are added to ready-mix concrete ("Additives"), they may be at the request and instructions of Purchaser. In such event, Seller's warranty is limited to Purchaser's recovery under the Additive manufacturer's warranty and Seller does not warrant or guarantee the results or effects of Additives on the ready-mix concrete product to which they are added.

**7. DELIVERY:** Where delivery off of Seller's facility is Seller's responsibility, Seller or its contract hauler will enter upon the delivery location only as a convenience to Purchaser and Purchaser specifically waives and agrees to defend, indemnify and hold Seller harmless from and against any claim or liability or action against Seller because of damage caused thereby including, but not limited to, damage to concrete surfaces, pipelines or underground structures or utilities. Purchaser agrees to provide clear, substantial and suitable access to the point of delivery.

**8. INSPECTIONS AND ALTERATIONS:** It shall be Purchaser's responsibility to make, or cause to be made, and pay for such inspections and tests as may be required at Seller's facility or the F.O.B. location to assure the Material meets any requirements of Purchaser other than that specified in this MQ.

**9. FORCE MAJEURE:** Seller shall not be liable for failure to perform or delay in delivery by reason of any contingency or occurrence reasonably beyond Seller's control which shall be defined to include, but not be limited to, actual or threatened strikes, labor disputes, boycotts, work stoppages, or work slowdowns or fire, flood, inclement weather, embargos, war, governmental authority, or regulations, including allocations, preferences, and priorities established by or for the government, or shortage or failure of raw material or transportation which makes performance by Seller under any MQ more costly. If such delay continues for a period of more than sixty (60) days, Purchaser shall have the right, upon seven (7) days written notice to Seller, to terminate this MQ.

**10. INTEGRATED AGREEMENT:** This MQ sets forth the entire agreement between Seller and Purchaser with respect to its subject matters. All prior and contemporaneous conversations, practices between the parties, quotes, offers, negotiations, representations, promises and warranties with respect to said subject matters are waived, merged herein and superseded thereby. This is a fully integrated agreement.

**11. WARRANTY/REMEDIES:** SELLER WARRANTS THAT THE MATERIAL WILL, AT THE POINT AND TIME OF DELIVERY, CONFORM TO THE SPECIFICATIONS SET FORTH IN SECTION 3 HEREIN. PURCHASER SHALL INDEMNIFY, DEFEND, AND HOLD HARMLESS SELLER AGAINST ANY AND ALL CLAIMS, SUITS, ACTIONS, LEGAL PROCEEDINGS, DAMAGES, LIABILITIES, INTEREST, ACTUAL ATTORNEY'S FEES, COSTS AND EXPENSES OF WHATEVER KIND OR NATURE AS A RESULT OF PURCHASER'S BLENDING OR USE OF THE MATERIAL IN A MANNER THAT IS INCONSISTENT WITH THE SPECIFICATIONS SET FORTH HEREIN. USE OF SELLER PRODUCTS INCONSISTENT WITH THE SPECIFICATIONS SET FORTH HEREIN DOES NOT, REGARDLESS OF SELLER'S KNOWLEDGE, CONSTITUTE A WARRANTY OBLIGATION FOR THE USE OF THE MATERIALS INCONSISTENT WITH THOSE SPECIFICATIONS. NO OTHER WARRANTIES OF ANY KIND ARE MADE BY SELLER AND SELLER EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES TO THE FULLEST EXTENT PERMITTED BYLAW, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PURPOSE. Purchaser's exclusive remedies for breach of this express warranty with respect to any non conforming Material shall be limited solely, at the option of Seller, to (i) replacement of the non-conforming Material to the F.O.B. delivery point or (ii) the cost to replace the non-conforming Material to the F.O.B. delivery point. Seller shall be given a reasonable opportunity to investigate and cure any non-conformance. Seller's breach of warranty obligation shall not extend beyond the last to occur of: One (1) year following substantial completion of the Project for which the MQ applies or one (1) year from the last delivery of Material under this MQ. Seller's liability for any other breach of this MQ shall be limited to the difference between the delivered price of the Material covered hereby and the market price of such Material at the F.O.B. point specified above. In no event shall Seller be liable for loss of profit, delay or any incidental or consequential damages.

**12. EXCLUSIVE TERMS AND CONDITIONS; MODIFICATION:** No terms and conditions other than those stated herein and no agreement or understanding in any way purporting to modify these terms and conditions shall be binding on Seller unless made in writing and signed by Seller. Seller hereby objects to and rejects any and all additional or different terms proposed by Purchaser, whether verbal, contained in Purchaser's purchase order or shipping release forms.

**13. WARNING:** This product contains Crystalline Silica (Quartz). Crystalline Silica is a common, naturally occurring mineral found in sand and rock. Prolonged and repeated breathing of Crystalline Silica dust may cause respiratory and other health problems, including Lung Disease, Silicosis and Cancer, which may result in permanent injury or death. Before using or handling this product, read the Material Safety Data Sheet for more detailed information including information on appropriate respiratory protection. MSDS sheets are available at [www.graniteconstruction.com](http://www.graniteconstruction.com) or by contacting your local office.

**14. PROPOSITION 65 NOTICE:** THE FOLLOWING APPLIES TO CALIFORNIA ONLY; THIS PRODUCT CONTAINS CHEMICALS KNOWN TO THE STATE OF CALIFORNIA TO CAUSE CANCER, BIRTH DEFECTS OR OTHER REPRODUCTIVE HARM.

**Granite Construction Company**

**PURCHASER**

By: \_\_\_\_\_

**McAbee, Angela**

**Job Title: Material Sales Coordinator**

**Office: +1 661 3877705**

**Mobile: +1 661 3313215**

**Fax:**

**Email: [angela.mcabee@gcinc.com](mailto:angela.mcabee@gcinc.com)**

By: \_\_\_\_\_

Title: \_\_\_\_\_

PO/Job#: \_\_\_\_\_

Refresh - Printer Friendly - Download



DBE # 1250

Adanta, Inc.

828 School Street  
Napa, California 94559  
Tel. (707) 709-8894  
Fax (707) 736-8368



A d a n t a

Native American woman-owned  
California DOT-Certified DBE  
DBE Certificate #37357  
DIR Registration #1000029442

October 8, 2015

**DBE QUOTE**

Attn: Estimator

Subject: Caltrans Contract 09-360604

<u>Description</u>	<u>Qty</u>	<u>Unit Cost</u>	<u>Total Cost</u>
LEAD COMPLIANCE PLAN	1	LS	\$1,250

Dear Estimator:

Adanta, Inc. is pleased to present this bid to provide environmental services for the above referenced project.

Please send DBE Confirmation forms to Operations Manager, Cheryl Moore at [cheryl.moore@adanta-inc.com](mailto:cheryl.moore@adanta-inc.com) and feel free to contact us at (707) 709-8894 if you have any questions.

Sincerely,

Kimberly Patz, President

[Back To Query Form](#)

**Search Returned 1 Records**

Thu Oct 15 13:58:51 PDT 2015

**Query Criteria**

Firm ID: 37357  
 Firm Type: DBE

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<b>Firm ID</b>	37357
<b>Firm/DBA Name</b>	ADANTA, INC
<b>Address Line1</b>	828 SCHOOL STREET
<b>Address Line2</b>	
<b>City</b>	NAPA
<b>State</b>	CA
<b>Zip Code1</b>	94559
<b>Zip Code2</b>	
<b>Mailing Address Line1</b>	828 SCHOOL STREET
<b>Mailing Address Line2</b>	
<b>Mailing City</b>	NAPA
<b>Mailing State</b>	CA
<b>Mailing Zip Code1</b>	94559
<b>Mailing Zip Code2</b>	
<b>Certification Type</b>	DBE
<b>EMail</b>	kimberlypatz@adanta-inc.com
<b>Contact Name</b>	KIMBERLY PATZ
<b>Area Code</b>	( 707 )
<b>Phone Number</b>	709-8894
<b>Alt Area Code</b>	( )
<b>Alt Phone Number</b>	
<b>Fax Area Code</b>	( 707 )
<b>Fax Phone Number</b>	736-8368
<b>Agency Name</b>	DEPARTMENT OF TRANSPORTATION
<b>Counties</b>	01; 06; 07; 08; 09; 10; 11; 15; 17; 19; 23; 24; 25; 27; 28; 29; 30; 31; 33; 34; 36; 37; 38; 39; 40; 41; 42; 43; 44; 48; 49; 50; 56; 57; 58;
<b>Districts</b>	01; 02; 03; 04; 05; 06; 07; 08; 10; 11; 12;
<b>DBE NAICS</b>	541620; 562910;

**ACDBE NAICS**

**Work Codes**

C8713 CONSULTANT, ENVIRONMENTAL; C8792 Environmental - Biological Studies; C8793 Environmental - Environmental Impact Assessment; C8795 Environmental-Regulatory; C8851 Lead Compliance; C8852 SWPPP Planning;

**Licenses**

**Trucks**

**Gender**

F

**Ethnicity**

NATIVE AMERICAN

**Firm Type**

DBE

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# Low Bidder

STATE OF CALIFORNIA - DEPARTMENT OF TRANSPORTATION  
**DBE GOOD FAITH EFFORTS DOCUMENTATION**  
 DES-OE-0102.11A (REV 12/2014)

Bidder's Name: Herback General Engineering  
 Contract No.: 09-360604

Page 1 of 3

1. List items of work the Bidder made available to DBE firms. Identify items of work the Bidder might otherwise perform with its own forces, items that have been broken down into economically feasible units to facilitate DBE participation, and items for which the Bidder has established flexible time frames for performance and delivery schedules in a manner that encourages and facilitates DBE participation. For each item listed, show the dollar value and percentage of the total contract. The Bidder must demonstrate that sufficient work to meet the goal was made available to DBE firms.

Item of Work Offered, Services Offered, or Materials Supplied	Bidder Normally Performs Item Yes/No	Item Broken Down to Facilitate Participation Yes/No	Established Flexible Timeframes for Performance and Delivery Schedules Yes/No	Amount (\$)	Percentage of Total Bid
Aggregates	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	3,529.00	0.08%
Asphalt	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	2,586,107.00	59%
Asphalt Oil Supply / Asphalt Binder	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	826,021.00	19%
Construction Area Signs	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	2,900.00	0.065%
Temp. Erosion Control	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	57,848.00	1.30%
Guardrail System	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	37,960.00	0.86%
Lead Compliance Plan	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	1,250.00	0.03%
Striping / Marking	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	29,297.00	0.66%
Cold Plane Asphalt	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	161,670.00	3.66%
Roadway Excavation	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	22,765.00	0.51%
Geosynthetic Pavement Interlayer	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	199,870.00	4.5%
Alternative In-Line Terminal System	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	7,600.00	0.17%
Alternative Flared Terminal System	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	7,000.00	0.16%
Portable Changeable Message Signs	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	5,400.00	0.12%
Traffic Control	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	113,628.00	2.6%
Trucking	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	237,500.00	5.38%
WPCP	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	1,200.00	0.03%
Flashing Beacon	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	1,000.00	0.02%
Street Sweeping	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	27,370.00	0.62%
Shoulder Backing	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	39,821.00	0.90%



STATE OF CALIFORNIA • DEPARTMENT OF TRANSPORTATION  
**DBE GOOD FAITH EFFORTS DOCUMENTATION**  
 DES-OE-0102.11A (REV 12/2014)

Bidder's Name: Herback General Engineering  
 Contract No.: 09-360604

2. List the names of certified DBEs and all 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 and follow-up solicitations to determine with certainty whether the DBEs were interested. Attach copies of solicitations, e-mail messages, telephone records, fax confirmations, etc.

Name of DBE Solicited	Date of Initial Solicitation	Items of Work Offered	Follow Up Methods and Dates
Please see Form 1 attached along with the Invitation to Bid, Fax and Email transmittals.			

3. For each item of work made available, indicate whether the Bidder provided plans and specifications specific to the items of work being offered, 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. Provide copies of each DBE and Non-DBE quote submitted to the Bidder whenever a Non-DBE firm was selected over a DBE for work on the Contract.

Items of Work	Provided Plans/ Specifications for Work Offered Yes/No	Name of Selected Firm	DBE or Non-DBE	Name of Rejected Firm	Quote (\$)	Price Difference (\$)
	<input type="checkbox"/> YES <input type="checkbox"/> NO	Please see Form 2 and Form 2 / Sheet 1				
	<input type="checkbox"/> YES <input type="checkbox"/> NO					
	<input type="checkbox"/> YES <input type="checkbox"/> NO					
	<input type="checkbox"/> YES <input type="checkbox"/> NO					
	<input type="checkbox"/> YES <input type="checkbox"/> NO					
	<input type="checkbox"/> YES <input type="checkbox"/> NO					
	<input type="checkbox"/> YES <input type="checkbox"/> NO					
	<input type="checkbox"/> YES <input type="checkbox"/> NO					
	<input type="checkbox"/> YES <input type="checkbox"/> NO					

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. Provide evidence as to why additional agreements could not be reached for DBEs to perform work.

*Caltrans 09-360604*  
*Cold Plane Asphalt Concrete Pavement and Place Hot Mix Asphalt*  
*DBE -- Faith Effort Documentation*

**Form 1**

**DISADVANTAGE BUSINESS ENTERPRISE (DBE)**  
**"GOOD FAITH" EFFORT LIST OF SUBCONTRACTORS SOLICITED**

Contractor Name	Contractor Address	DBE Category	Date of Contact	Contact Method	Type of Work/Trade	Response (Yes/No)	Contact Name
6 Rivers Construction, Inc. 530-515-7563	200 Redwood Grove Rd, Hoopa, CA 95546 530-625-5423 6riversconstruction@gmail.com	MBE	10/2/2015	Fax	Roadway Excavation		
		Native Amer	10/5/2015	Email	Erosion Control		
			10/9/15	Phone	Aggregate	No	Zane Grant
					Asphalt		
ABSL Construction 510-727-0900	29393 Pacific Street, Hayward, CA 94544 510-727-0910 daryl@abslconstruction.com	MBE	10/2/2015	Fax	Traffic Control		
		Hispanic	10/5/2015	Email	Milling & Grinding		
			10/9/2015	Phone	Cold Plane Asphalt	Yes	Daryl
			10/10/2015	Fax		Rec'd Quote	Daryl
AC Dike Co 916-645-7747	2788 Venture Drive, Lincoln, CA 95648 916-645-9618 dave@acdike.com	WBE	10/2/2015	Fax	Aggregates		
			10/2/2015	Fax	Asphalt	Yes	Dave McCain
Alert-O-Lite, Inc. 559-453-2474	2379 S G Street, Fresno, CA 93721 559-453-3250 debbieh@alertolite.com	WBE	10/2/2015	Fax	Construction Area Signs		
			10/5/2015	Email	Roadside Sign		
			10/9/2015	Phone	Guard Railing	Left Message	Debbie Hunsaker
			10/12/2015	Phone		Left Message	
All American Asphalt Sealing 775-329-3003	1565 Trainer Way, Reno, NV 89512 775-827-3006	MBE	10/2/2015	Fax	Striping / Marking		
		Hispanic	10/9/2015	Phone		Left Message	
			10/12/2015	Phone		Left Message	Lara Antelmo
Appian UDBE SWPPPs 510-375-1927	5780 Olinda Road, El Sobrante, CA 94803 510-222-0972 tomkoprek@yahoo.com	MBE / WBE	10/2/2015	Fax	SWPPP Planning	No Resonse	
		Black	10/5/2015	Email			
			10/5/2015	Fax		Yes	Thomas Koprek

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A S Contractors, Inc. 209-742-6684 deni@sti.com	5347 Cole Road, Mariposa, CA 95338 209-966-2643	WBE	10/2/2015	Fax	Fabric	No Response	
			10/5/2015	Email	Roadway Excavation	Returned	
			10/9/2015	Phone		Left Message	
			10/12/2015	Phone		No	Deni Smith
Ashbaugh Consulting, Inc. 714-895-3782	9151 Parliament Ave, Westminster, CA 714-895-3792		10/2/2015	Fax	SWPPP	No Response	
			10/9/2015	Phone		No	
Austin Enterprises 661-589-1001 paustin@austin-enterprise.com	13421 Snow Road, Bakersfield, CA 93314 661-589-9509	MBE / WBE	10/2/2015	Fax	Construction Signage		
		Hispanic	10/5/2015	Email	Milling / Grinding		
			10/9/2015	Phone		No	Patti Austin
Bert W Salas, Inc. 619-562-7711 bsalaz@bertsalasinc.com	10769 Woodside Avenue, Suite 201, Santee, CA 619-258-3515	MBE	10/2/2015	Fax	Fabric		
		Hispanic	10/5/2015	Email	Roadway Excavation		
			10/9/2015	Phone		No	Bob Salaz
Clay Miranda Trucking, Inc. 559-275-5654 debbie@cmtinc.com	3220 W. Belmont, Fresno, CA 93722 559-276-0630	WBE	10/2/2015	Fax	Asphalt		
			10/5/2015	Email	Trucking	Returned	
			10/9/2015	Phone		No	Debbie Cooper
Command Performance 562-997-9410 jim@cpconstructors.com	3346 Olive Avenue, Signal Hill, CA 90755 562-997-9411	MBE	10/2/2015	Fax	Asphalt Concrete		
		Hispanic	10/5/2015	Phone			
			10/9/15	Phone		No	Prescilla Hernandez
Construction Area Signs, Inc. 916-663-9097 elisa@cas-tc-com	215 Taylor Road, Newcastle, CA 95658 916-663-1858	MBE/WBE	10/2/2015	Fax	Construction Signage		
		Hispanic	10/5/2015	Email	Traffic Control System		
			10/9/15	Phone		Left Message	Elisa Robinson
			10/12/15			No	
Disabled American Veteran Enterprises 559-370-5756 davetrucksweep@gmail.com	495 N. Marks, Fresno, CA 93706 559-374-6470	MBE	10/2/2015	Fax	Asphalt Oil Supplier		
		Native Amer	10/5/2015	Email	Asphalt Supplier		
			10/9/2015	Phone	Guardrail Supplier	Left Message	
			10/12/2013	Phone	Trucking	No	
					Street Sweeping		

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E-Nor Innovations Inc. 310-513-6209	16213 Illinois Avenue, Paramount, CA 90723 310-513-6299 ronnie@enortraffic.com	MBE	10/2/2015	Fax	Construction Area Signs		
		Black	10/5/2015	Email	Traffic Control		
			10/9/2015	Phone		No	Ronnie Jones
Eagle Engineering and Construct 650-367-8000	1175 Palomar Drive, Redwood City, CA 94062 650-357-8282 clbrooks@sbcglobal.net	MBE	10/2/2015	Fax	Construction Area Signs		
		Black	10/5/2015	Email	Paving Asphalt		
			10/9/2015	Phone		Maybe	Curtis Brooks
			10/12/2015	Phone		No	
ESWPPP Consultants 925-451-1337	902 Cortina Court, Walnut Creek, CA 94598 925-956-7191 eswppp@hotmail.com	MBE	10/2/2015	Fax	SWPPP Planning		
		Asian Sub	10/5/2015	Email			
			10/9/2015	Phone		No	Timirbaran Mehta
First Fuel, Inc. 949-861-0284	14 Bolivar Street, Newport Beach, CA 92663 949-270-6257 jkaufman@firstfuel.net	WBE	10/2/2015	Fax	Asphalt Supplier		
			10/5/2015	Email	Asphalt Oil Supplier		
			10/9/2015	Phone		No	Janice Kaufman
Flash Traffic, Inc. 661-262-6003	28420 N. Herrera Street, Valencia, CA 91354 661-262-6099 flashwbe@outlook.com	MBE/WBE	10/2/2015	Fax	Construction Area Signs		
		Hispanic	10/5/2015	Email	Traffic Control		
			10/9/2015	Phone		Left Message	
			10/9/2015	Fax		Rec'd Quote	Natalie Miller
Force Traffic Control, Inc. 559-594-1062	1478-B North Belmont Rd, Exeter, CA 93221 559-594-1056 forcetraffic@earthlink.net	WBE	10/2/2015	Fax	Traffic Control		
			10/5/2015	Email			
			10/9/2015	Phone		Left Message	Vern
			10/9/2015	Fax		Rec'd Quote	
Frank Medina General Engineer 530-743-0744	10096 Ahart Road, Oroville, CA 95966 530-743-9352 roxanne.medina@att.net	MBE	10/2/2015	Fax	Construction Area Signs		
		Hispanic	10/5/2015	Email	Roadside Signs		
			10/9/2015	Phone	Guard Railing	Left Message	Roxanne Medina
			10/12/2015	Phone		No	
Fresno Landscape 559-268-2600	POB 6350, Fresno, CA 93703 559-264-2640 lmartinez@fresnolandscapenet	MBE/WBE	10/2/2015	Fax	Erosion Control		
		Hispanic	10/5/2015	Email			
			10/9/2015	Phone		No	Lori Martinez

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J & M Land Restoration, Inc. 661-872-7039	1640 James Road, Bakersfield, CA 93308 661-399-8882 jmland2@aol.com	WBE	10/2/2015	Fax	Erosion Control		
			10/2/2015	Fax	Temp Erosion Control	No	John Juette
JTC Jackson Trucking Co. 209-354-0772	332 Northhampton Way, Newman, CA 95360 209-862-8004 wcarolyneg@earthlink.net	MBE	10/2/2015	Fax	Trucking	No Response	
		Black	10/5/2015	Email			Willie Jackson
			10/9/15	Phone		# Disconnected	
Kaylen Traffic Control 559-299-2899	22140 Frontier Road, Clovis, CA 93619 karen@imaginationmetals.com	WBE	10/5/2015	Email	Construction Signage		
			10/9/15	Phone	Traffic Control	Left Message	
			10/12/15	Phone		Left Message	
Kelley Erosion Control 775-322-7755	2395-B Tampa Street, Reno, NV 89512 775-322-6606 claudia@kelleyerosioncontrol.com	WBE	10/2/2015	Fax	Erosion Control		
			10/5/2015	Email			
			10/9/15	Phone		No	Claudia Chambers
KRC Safety Co 559-732-0393	7821 West Sunnyview, Visalia, CA 93291 559-732-2684 garyc@krcsafety.com	MBE	10/2/2015	Fax	Construction Signage		
		Native Amer	10/5/2015	Email	Traffic Control System		
			10/9/2015	Phone	Erosion Control	Yes	Caleb
					Striping / Marking		
La Firma Inc. 805-748-8576	715 Ridge Road, Nipomo, CA 93444 805-929-0501 estimating@theswpppfirm.com	MBE	10/2/2015	Fax	Erosion Control		
		Native Amer	10/5/2015	Email	SWPPP		
			10/9/2015	Phone		Yes	Dave
			10/12/2015	Fax		Rec'd Quote	
Logans Marketing 619-233-3766	121 Broadway #220, San Diego, CA 92101 619-233-3768	Opt-In	10/2/2015	Fax			
			10/9/15	Phone		Left Message	
			10/12/15	Phone		Left Message	
Maneri Traffic Control 951-695-5104	47423 Rainbow Canyon Rd, Temecula, CA 925 951-695-5105 mariamneri@yahoo.com	MBE/WBE	10/2/2015	Fax	Construction Area Signs		
		Hispanic	10/5/2015	Email	Traffic Control		
			10/5/2015	Fax		No	Otily Avila

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Nitta Erosion Control 916-652-7459	3778 Del Mar Avenue, Loomis, CA 95650 916-652-4376 nittaec@gmail.com	MBE / WBE	10/2/2015	Fax	Erosion Control		
		Asian Pac	10/5/2015	Email			
			10/9/15	Phone		No	Scott Nitta
NLS Trucking 888-609-1566	13284 Hubbard St, Sylmar, CA 91342 888-806-9077	Opt-In	10/2/2015	Fax	Trucking		
			10/9/15	Phone		No	Norberto Saldivar
Ortiz Asphalt Paving, Inc. 909-386-1200	382 East Orange Show Road, San Bernardino, 909-386-1288 bruceetortiz@aol.com		10/2/2015	Fax	Asphalt	No Response	
			10/5/2015	Email		Returned	
			10/9/15	Phone		No	
Paul E. Vaz Trucking 209-334-9001	4740 E Peltier Rd, Acampo, CA 95220 209-367-7930 4pvaz@softcom.net	MBE	10/2/2015	Fax	Trucking		
		Hispanic	10/5/2015	Email			
			10/9/15	Phone		No	Paul Vaz
Payco Specialties, Inc. 619-422-9204	120 North Second Avenue, Chula Vista, Ca 619-427-1620 rebecca@payco.biz	WBE	10/2/2015	Fax	Traffic Control		
			10/5/2015	Email	Roadside Signs		
			10/9/15	Phone	Striping	No	Rebecca Llewellyn
PC & N Construction, Inc. 925-634-4567	5301-F Byron Hot Springs Rd, Byron, CA 925-634-4339 cplum@pcnconstructioninc.com	WBE	10/2/2015	Fax	Guard Railing		
			10/5/2015	Email			
			10/5/15	Email		No	Christi Plum
Pruitt Trucking, Inc. 626-644-1236	214 W. Poppyfields Drive, Altadena, CA 626-398-5551	DBE	10/2/2015	Fax			
			10/9/2015	Phone		Left Message	
			10/12/2015	Phone		Left Message	
Quality Hydroseeding & 760-789-8040	2013 Orange Avenue, Ramona, CA 92065 760-789-5168 poundstone@mac.com	WBE	10/2/2015	Fax	Erosion Control		
			10/5/2015	Email	Temp Erosion Control		
			10/9/15	Phone		No	Cynthia Poundstone
Rodgers Const. & Eng. Co. 209-464-5780	1807 Navy Drive, Ste 1, Stockton, CA 95206 209-464-5782 rcande@pacbell.net	MBE/WBE	10/2/2015	Fax	Milling / Grinding		
		Native Amer	10/5/2015	Email			
			10/9/15	Phone		No	Dan Rodgers

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Schotka Construction Inc. 707-265-6977	5555 Napa Vallejo Hwy, American Canyon, CA 707-265-6977 dschotka@aol.com	WBE	10/2/2015	Fax	Construction Area Sign	No Response	
			10/5/2015	Email	Roadside Sign		
			10/9/2015	Phone		Left Message	
			10/12/2015	Phone		No	Diane Schotka
SJD Construction Inc. 209-847-8939	775 Wakefield Ct, Ste B, Oakdale, CA 95361 209-847-0169 sjdinc@att.net	WBE	10/2/2015	Fax	Construction Signage		
			10/5/2015	Email	Traffic Control	Returned	
			10/9/15	Phone		No	
SM Sales 661-252-4735	17524 W. Sierra Hwy, Santa Clarita, CA 91351 661-299-1547 jpusic@smsalesinc.com	WBE	10/2/2015	Fax	Asphalt Supplier		
			10/5/2015	Email	Trucking		
			10/9/2015	Phone		Left Message	
			10/12/2015	Phone		No	Janic Pusic
So. Cal Traffic Inc. 858-720-0179	1358 La Mirada Drive, San Marcos, CA 92078 858-793-4495 cecilia@socaltraffic.net	WBE	10/2/2015	Fax	Construction Area Signs		
			10/5/2015	Email	Traffic Control System		
			10/9/15	Phone		Left Message	
			10/12/15	Phone		Left Message	Cecilia Ostlund
S.T. Rhoades Construction 530-223-9322	8585 Commercial Way, Redding, CA 96002 530-223-9222 steve@strhoadesinc.com	MBE	10/2/2015	Fax	Traffic Control		
		Native Amer	10/5/2015	Email	SWPPP	No	Brian
					Signage		
					Temp Erosion Control		
Superior Hydro-Seeding 831-763-1811	250 W. Riverside Drive, Watsonville, CA 831-763-2023 morgan@superiorhydroseeding.net	WBE	10/2/2015	Fax	Erosion Control		
			10/5/2015	Email	Temp Erosion Control		
			10/9/15	Phone		No	Josh
T and S DVBE, Inc. 530-864-8105	704-505 Indians Road, Janesville, CA 96114 tandsdvbe@yahoo.com	WBE	10/5/2015	Email	Construction Signage		
			10/9/2015	Phone	Traffic Control	No	Taren Forde
Tanney Transport 559-250-4293	13994 Ashylan Avenue, Kerman, CA 93630 559-275-1995 cctanney@gmail.com	WBE	10/2/2015	Fax	Asphalt Supplier		
			10/5/2015	Email	Trucking		Christina Tanney
			10/9/2015	Phone		Left Message	
			10/12/15	Phone		Left Message	

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Total Barricade Service, Inc. 805-485-0345	701 E. Ventura Blvd., Oxnard, CA 93036 805-485-7411 tonyb@totalbarricade.com	MBE	10/2/2015	Fax	Construction Area Signs		
		Hispanic	10/5/2015	Email			
			10/9/2015	Phone		No	Tony Becerril
Trinity Valley Consulting 530-629-3000	67 Walnut Way, Willow Creek, CA 95573 530-629-3011 tvce@tvce.biz	MBE	10/2/2015	Fax	SWPPP Planning		
		Native Amer	10/5/2015	Email			
			10/9/2015	Phone		No	Joshua McKnight
Tully Consulting Group 707-693-1926	580 Wiegand Way, Dixon, CA 95620 707-471-0318 robintully8@gmail.com	MBE / WBE	10/2/2015	Fax	SWPPP Planning		
		Hispanic	10/5/2015	Email			
			10/9/2015	Phone		Yes	Robin Tully
			10/13/15	Email		Rec'd Quote	
UGE & ECS, Inc. 213-625-1016	550 N. Figueroa St., Unit 6036, Los Angeles, CA 231-862-6879 nancy@ugeecs.com	MBE / WBE	10/2/2015	Fax	SWPPP Planning	No Response	
		Black	10/5/2015	Email			
			10/9/2015	Phone		No	Nancy Espie-Underwood
West Pacific Electric Company 559-924-6422	20071 W Glendale Ave, Lemoore, CA 93245 559-924-4826 vvilla@westpacificelectriccompany.com	MBE/WBE	10/2/2015	Fax	Message Signs		
		Hispanic	10/5/2015	Email			
			10/9/15	Phone		No	Virginia Villa
W T B, Inc. 559-275-1998	7093 W. Belmont Avenue, Fresno, CA 93723 559-275-1995 deborah@wtbinc.org	WBE	10/2/2015	Fax	Trucking		
			10/5/2015	Email			
			10/9/15	Phone		No	Paul

**FORM 2**

**DBE Good Faith Efforts Documentation**

**Item 3**

Items of Work	Provided Plans/ Specs for Work Offered	Name of Selected Firm	DBE or Non-DBE	Selected Firm's Quote	Name of Rejected Firm	Rejected Firm's Quote	Price Difference	Reason for Selection
Striping / Marking	Yes	Super Seal & Stripe	DBE	\$29,297.00				No DBE quotes were received
Construction Area Signs	Yes	Force Traffic Control	DBE	\$2,900.00				No other DBE quotes were received
Traffic Control System	Yes	Force Traffic Control	DBE	\$104,328.00				No other DBE quotes were received
Flashing Beacon	Yes	Force Traffic Control	DBE	\$5,400.00				No other DBE quotes were received
PCMS Boards	Yes	Force Traffic Control	DBE	\$1,500.00	Flash Traffic Inc.	\$1,100.00	\$400	Using Force Traffic for Traffic Control, also DBE firm
Fabric / Oil	Yes	Pacific Northwest Oil	Non-DBE	\$199,760.00	Spirit Road Oils	\$208,758.00	\$8,998.00	Price Difference exceeded acceptable limits
Traffic Monitoring Station	Yes	Par Electrical Contractors	Non-DBE	\$6,840.00				No DBE quotes were received
Grinding	Yes	Pavement Recycling Systems	Non-DBE	\$80,762.00	ABSL Construction	\$105,900.00	\$25,138.80	Price Difference exceeded acceptable limits
Grinding	Yes	Pavement Recycling Systems	Non-DBE	\$80,762.00	Cindy Trump Inc.	\$102,410.00	\$21,648.00	Price Difference exceeded acceptable limits
WCPC	Yes	Verux	Non-DBE	\$650.00	La Firma Inc.	\$650.00	\$0.00	Previous working relationship and Verux has a high quality of support
WCPC	Yes	Verux	Non-DBE	\$650.00	Alfred Civil Engineering	\$600.00	\$50.00	Previous working relationship and Verux has a high quality of support

WCPC	Yes	Verux	Non-DBE	\$650.00	Tully Consulting Group	\$625.00	\$25.00	Previous working relationship and Verux has a high quality of support
Lead Compliance Plan	Yes	Adanta, Inc.	DBE	\$1,250.00				No other DBE quotes were received
Asphalt Oil	No	LMN Transport	DBE	\$467,905.00				No other DBE quotes were received

**FORM 2 / SHEET 1**

**DBE Good Faith Efforts Documentation**

**Item 3**

Items of Work	Name of Selected Firm	Name of Rejected Firm	Reason for Selection
Striping / Marking	Super Seal & Stripe 310 A Street, Fillmore, CA 93016 Trevor Madden 805-524-7345		No other DBE quotes were received
PCMS Boards	Force Traffic Control PO Box 1107, Exeter, CA 93221 Vern Welbaum 559-786-9856	Flash Traffic Inc. PO Box 801360, Santa Clara, CA Rick Vasquez 661-733-2053	Using Force Traffic Control for traffic control. Force Traffic also a DBE firm
Fabric / Oil	Pacific Northwest Oil 3310 E. Miner Ave, Stockton, CA Eric Hicks 209-463-4762	Spirit Road Oils 16490 Vineyard, Morgan Hill, CA Janet Simas 408-465-2270	Price difference exceeded acceptable limits
Traffic Monitoring Station	Par Electrical Contractors 1465 West Fourth St., Reno, NV Luke Frey 775-329-0407		No DBE quotes were received
Grinding	Pavement Recycling Systems 10240 San Sevaine, Jurupa Valley, CA Don Sante 951-682-1091	ABSL Construction 29393 Pacific St, Hayward, CA Daryl Vorne 510-727-0900	Price difference exceeded acceptable limits
Grinding	Pavement Recycling Systems 10240 San Sevaine, Jurupa Valley, CA Don Sante 951-682-1091	Cindy Trump Inc. 625 W. Mountain Vw, La Habra, CA Cindy Trump 562-697-2286	Price difference exceeded acceptable limits
WCPC	Verux 2443 Fair Oaks Blvd. 150, Sacramento Ben Rau 916-850-5758	Alfred Civil Engineering 7604 Soquel, Citrus Heights, CA Bori Touray 916-241-5309	Previous working relationship and Verux has a high quality of support
WCPC	Verux 2443 Fair Oaks Blvd. 150, Sacramento Ben Rau 916-850-5758	La Firma Inc. 715 Ridge Rd, Nipomo, CA 93444 Vicente Bravo 805-748-8576	Previous working relationship and Verux has a high quality of support
WCPC	Verux 2443 Fair Oaks Blvd. 150, Sacramento Ben Rau 916-850-5758	Tully Consulting Group 1650 N. Lincoln St, Ste A, Dixon, CA Robin Tully 707-693-1926	Previous working relationship and Verux has a high quality of support
Lead Compliance Plan	Adanta, Inc. 828 School Street, Napa, CA 94559 Kimberly Patz 707-709-8894		No other DBE quotes were received
Asphalt Oil	LMN Transport 2751 Avalon St, Jurupa Valley, CA Anthony Steen 951-616-3828		No other DBE quotes were received

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



**CA LIC. # 396627, CLASS C-32 - WBE / SBE / DBE #2003**

CORPORATE OFFICE: 310 A STREET, P.O. BOX 755 FILLMORE, CA 93016

SATELLITE OFFICE: 151 AIRPORT ROAD, KING CITY, CA 93930

PH: (805) 524-7345 / FAX: (805) 524-7428

DIR #1000000752 - EXPIRES 6/30/16

**ESTIMATE**

COMPANY:

PHONE:

FAX:

ATTN:

EMAIL:

JOB NAME: CALTRANS 09-360604 - CONSTRUCTION ON ROUTE 395

ADDRESS: FROM ROUTE 270 TO 0.1 MI N/O JACK SAWYER ROAD

CITY : BRIDGEPORT, CA

PLANS: YES

SPECS: YES

ESTIMATOR : TREVOR

EMAIL: trevor@supersealandstripe.com

BID DATE	ACCEPTANCE	START DATE	COMPLETION DATE		
10/13/15					
ITEM #	DESCRIPTION	QTY	U/M	U.C.	TOTAL
	<b>APPLY PAINT MATERIAL</b>				
27	TRAFFIC CONTROL SYSTEM (PARTIAL - FOR OUR WORK ONLY)	1	LS	\$9,880.00	\$9,880.00
	PAINT TRAFFIC STRIPE (2-COAT)	96800	LF	\$0.19	\$18,392.00
28	PAINT PAVEMENT MARKING (2-COAT)	410	SF	\$2.50	\$1,025.00
<p>THIS QUOTE INCLUDES UP TO 3 SHIFTS. IF MORE ARE NEEDED, ADD \$6,500/EA PLUS QUANTITIES PERFORMED.</p> <p><b>THIS PROPOSAL EXCLUDES THE FOLLOWING:</b>                      REMOVAL OF EXISTING STRIPING/PAVEMENT MARKINGS                      REMOVAL OF TEMP TAGS (\$1.00/EA IF NEEDED)                      TEMPORARY STRIPING                      CONSTRUCTION AREA SIGNAGE                      DETOUR SIGNAGE / RAMP CLOSURE ADVANCED NOTICE SIGNS                      POSTING OF TEMPORARY NO PARKING SIGNS                      SIGNAGE                      MESSAGE BOARDS                      TRAFFIC CONTROL PLAN                      SURFACE PREP PRIOR TO STRIPING                      RETROREFLECTIVE TESTING</p> <p>BASED ON ONE MOVE-IN. ADDITIONAL MOVE- INS @ \$6,000/EA</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>PRICE DOES NOT INCLUDE PREMIUM FOR SATURDAY OR SUNDAY WORK HOURS                      CALL TIM TANNER FOR SCHEDULING - (805) 432-3620</p>					
			PAGE 1 OF 3	TOTAL	\$29,297.00

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.



CA LIC. # 396627, CLASS C-32 - WBE / SBE / DBE #2003

310 A STREET, P.O. BOX 755 FILLMORE, CA 93016

PH: (805) 524-7345 / FAX: (805) 524-7428

DIR #1000000752 - EXPIRES 6/30/16

PAGE 2 OF 3

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. SEE NEXT PAGE OF THIS PROPOSAL FOR SPECIMEN INSURANCE CERT.

**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.
14. Upon acceptance of this proposal, all terms, conditions and exclusions on all pages of this proposal shall be incorporated into the contract as an addendum.

**THIS PROPOSAL EXCLUDES BOND COSTS. CALL FOR BOND RATE.**

DBE \$113,628

FORCE TRAFFIC CONTROL, Inc.

CONSTRUCTION ZONE TRAFFIC CONTROL \* California C-31 License No. 790502
Member, Associated General Contractors \* Member, American Traffic Safety Services Association
DBE-WBE No. 29335 (CalTrans) \* Small Business Certification No. 19303 (CA DGS)
California Office: P.O. Box 1107, Exeter CA 93221 \* Estimating Phone (559) 786-9856 \* FAX (559) 594-1056
DIR # 1000005521
October 9, 2015

QUOTATIONS FOR TRAFFIC CONTROL ITEMS

CalTrans Contract No. 09-360604

Highway 395, Mono County

Cold plane asphalt concrete pavement and place HMA

A. FLAGGING & FLAGGERS' SIGNS, CONES, RADIOS, etc. (Part of Item 3)

- Two flaggers per 8-hour weekday/night shift @ \$1,200;
Additional flagger per 8-hour weekday/night shift @ \$550;
Overtime, each flagger @ \$76 per hour;
Doubletime, each flagger @ \$90 per hour;
Short-shift credit on weekday/nights (applied for workdays less than 7 hours) @ (\$60) per flagger per hour;
INCLUSIONS: ATSSA-certified and fully equipped Flaggers; all required advance warning signs including set-up and breakdown labor; reflectorized cones for stop areas and advance warnings signs; "Lane Closed" signs on portable stands; VHF or UHF two-way radios.
OPTIONAL: Portable Traverse Rumble Strip Array @ \$280 per shift, FTC will supply all labor and equipment associated with new RSP T-13. Included to give the prime contractor the option to provide and install the PTRSA.

1200
304

4 hr + 7 hr

B. PILOT CAR (Part of Item 3)

- Per 8-hour weekday/night shift @ \$650;
Overtime @ \$92 per hour;
Doubletime @ \$102 per hour;
Short-shift credit (applied for workdays less than 7 hours) @ (\$70) per hour;
Saturdays per @ \$92 per hour worked; Sunday at \$102 per hour worked
INCLUSIONS: Experienced pilot car operator with multiple traffic control certifications; fully equipped pilot truck, including signage, beacons and VHF or UHF radio and CB radio; "Wait For Pilot Car" signs with portable stands as needed.

2 + 280

560
834

\$ 2898 10y
300y
\$104,328

OPTIONS C. THROUGH E. BELOW ARE OFFERED CONTINGENT UPON YOUR USE OF OUR FLAGGERS

C. CONSTRUCTION AREA SIGNS:

\$ 2,900 Lump Sum (Item No. 2)

INCLUSIONS: Provide, install, maintain and remove all construction signs shown/listed in Plan Sheet No.
NOTE: Flaggers warning signs including setup & breakdown labor are included the Flagging rates above.

D. Flashing Beacons:

\$ 1,000 Lump Sum (Item No. 4)

INCLUSIONS: Provide, install, maintain and remove all equipment and labor associated with beacons

E. PORTABLE CHANGEABLE MESSAGE SIGNS (Item No. 5)

- \$1,500 per unit for the 1st 30 days on site (i.e., \$3,000 for two units);
Daily rate @ \$40 per unit per day after the 1st 30 days.
INCLUSIONS: One move-in and one move-out, initial setup, all programming and maintenance.
EXCLUSIONS: Relocations of PCMS boards will be charged at Traffic Control Technician Labor rates below.

2 + 1500 = 3000
100y + \$40 = 2400
\$5400

F. TRAFFIC CONTROL TECHNICIAN LABOR (includes truck) (Part of Item No. 3)

- \$78 per hour straight-time; \$88 per hour overtime & Saturdays; \$98 per hour Sundays/Holidays/Doubletime.
Part-time work only performed pre- or post-shift, unless weekend maintenance of the Traffic Control System is needed. Includes but is not limited to setting and resetting of safety delineations, relocations of CMS boards and auxiliary signs, and any additional assistance requested by the Prime Contractor.
INCLUSIONS: ATSSA-certified Traffic Control Technician(s) and well-equipped truck.

**E. ADDITIONAL TEMPORARY TRAFFIC CONTROL DEVICES (Part of Item No. 3)**

We can provide a wide variety of additional traffic control devices at modest rental rates. All devices are night-rated with high-intensity retroreflectivity and are NCHRP-350 certified. See a partial list with rental rates on page 3 below.

**GENERAL NOTES, TERMS & CONDITIONS - Please read carefully**

- **Acknowledgement & Agreement:** By appointing or listing Force Traffic Control as a subcontractor on this project, the Prime Contractor acknowledges and agrees to all applicable terms and conditions as stated above and in the descriptions below.
- **Durability of Rates Quoted Above:** Based upon the Advertisement Date of this project, all labor rates quoted above shall remain in effect through June 30, 2016. Should the State of California increase the applicable rates for work on this project thereafter, our rates above will increase by no more than 5% more than the State's net increase.
- **Radios:** Our flaggers and pilot car(s) will be equipped with VHF or UHF 2-way radios. Additionally, pilot cars are equipped with CB radios for coordination with your truckers and other CB-equipped equipment.
- **Rental equipment** (excludes non-powered devices): For this project, the Portable Changeable Message Signs are covered herein under. The Prime Contractor shall be responsible for any damage or loss to/of the equipment due to traffic conflicts, vandalism, theft, acts of nature or mishandling by Prime Contractor's staff. The Prime Contractor will NOT be responsible for maintenance of the operational capabilities, except for operational difficulties and repairs brought about by such traffic conflicts, vandalism, acts of nature or mishandling by Prime Contractor's staff.
- **Night Work:** (a) No increase is applicable to any labor rates quoted above; (b) All added costs associated with illuminating the flaggers stations shall be borne by the Prime Contractor; (c) we will provide the two required 12" flashing beacons at \$5 each per shift.
- **Labor Agreements:** Signatory to the AGC-No. California Laborers' Traffic Control & Lane Closure Agreement.
- **Insurance:** Force Traffic Control, Inc. maintains insurance coverages as required by USDOT-FHWA, CalTrans and Nevada DOT (Commercial General Liability, Workers Comp and Commercial Auto). Any additional coverages required by the Prime Contractor can be acquired by us at the Prime Contractor's sole par-value expense (e.g., Workers' Comp Waiver of Subrogation, Excess Liability umbrella).
- **Mobilization:** For this project our initial advance notice requirements are 21 calendar days for USA-locate and installation of Construction Area Signs, and 10 calendar days for mobilization of CMS boards, flaggers, pilot car, etc.
- **Inclusion of these entire quotations in Subcontract or Work Order** is required either within the body of the Subcontracts/Work Orders or appended to and referenced within the Subcontracts/Work Orders. Such inclusion and /or referencing in no way obligates the Prime Contractor to use any of the optional quotations above.
- **Short-Work week:** Excluding beginning and end of project if work crews are worked less than three consecutive work days an additional charge of 10% may be added to rates above.

**Should you have any questions regarding these quotations, please call Vern at 559.786.9856.**

Cordially,

*Rosemary Force Stimpel*

President

FORCE TRAFFIC CONTROL, INC.					
TRAFFIC CONTROL SYSTEM EQUIPMENT RENTAL RATES (Includes delivery & Initial setup)					
<i>(devices frequently used for this type of work are in bold italics)</i>					
DEVICE TYPE	N O T E	First Day	Up to 1 Month	1 Month to 3 Months (Note 1)	3 Months to 6 Months (Note 1)
√ <b>Cone, 28"</b>	<b>2</b>	<b>\$8</b>	<b>\$8</b>	<b>\$12</b>	<b>\$18</b>
Portable delineator	2	\$8	\$8	\$12	\$16
√ <b>Traffic Drum, 42"</b>	<b>2; 3</b>	<b>\$16</b>	<b>\$16</b>	<b>\$20</b>	<b>\$45</b>
√ <b>Portable Object Marker</b>	<b>2; 3</b>	<b>\$12</b>	<b>\$12</b>	<b>\$24</b>	<b>\$40</b>
Barricade, Type 2	2; 3	\$8	\$8	\$16	\$36
Barricade, Type 3	2; 3	\$16	\$16	\$32	\$85
√ <b>Warning Light, Flashing</b>	<b>2</b>	<b>\$10</b>	<b>\$10</b>	<b>\$15</b>	<b>\$20</b>
Warning Light, Constant Burn	2	\$10	\$10	\$15	\$25
√ <b>Warning Light, Hi-Int. 8" LED Beacon</b>	<b>2; 4</b>	<b>\$30</b>	<b>\$30</b>	<b>\$15/month</b>	<b>\$15/month</b>
<b>ADDITIONAL CONSTRUCTION AREA SIGNS:</b>		<b>Post-mounted @ \$25 per square foot of face;</b>			
		<b>On portable mountings @ \$12/sf Incl. mounting.</b>			
<b>NOTES:</b>					
1. Rates for multiple months are Lump Sum (not monthly) except where noted as monthly.					
2. First day rate = first month rate (to cover move-in/move-out costs).					
3. Can accommodate up to 2 warning lights.					
4. Several CalTrans districts now prefer that we install one of these LED Beacons atop all post-mounted signs and, during night work, atop the required portable advance warning signs, rather than using only 2 - 12" beacons at the project perimeters.					

\*\*\*\*\*

FLASH TRAFFIC INC.  
CERTIFIED DBE-WBE  
#39950

Bid

PO Box 801360  
Santa Clarita, CA 91380-1360  
Office# 661-262-6003  
Estimating 661-733-2053  
Fax 661-262-6099  
Flashwbe@outlook.com  
State contractor license: 963168  
DIR# 1000015697

Attention: Estimating Department

10-09-15

Dear Estimator,

Thank you for the opportunity to bid on the Caltrans project **09-360604**. That bids on **10-13-15**. After looking at the plans and specials the following is a bid for item #5 PCMS:

Item#5 PCMS boards:

Monthly PCMS price is **\$800.00\*** per month per board

\$150.00 delivery per board

\$150.00 Pick up per board

\*Included in the prices above in a monthly maintenance per PCMS board

Flash Traffic, Inc. is a Union Company, and a DBE-WBE.

Sincerely,  
Rick Vasquez  
Estimator  
Flash Traffic, Inc.  
661-733-2053

# PACIFIC NORTHWEST OIL

3310 E. MINER AVENUE  
STOCKTON, CA 95205

CALIFORNIA CONTRACTORS LICENSE # 705296

OFFICE  
209 463-4762

DIR # 1000004865

FAX  
209 463-2566

FABRIC QUOTATION # ( 23414 )

BID DATE: 10/13/2015

COMPANY QUOTED:

CONTACT: ESTIMATOR

CONTRACT #: 09-360604

JOB NAME: CADOT GOLD PLANE AC AND PL ACE HMA

LOCATION: BRIDGEPORT

QUANTITY QUOTED ( 90800 ) SY

# 199,760

PRICE QUOTED \$2.20/SY

TOTAL PRICE (\$199760) UNLESS STATED IN COMMENTS BELOW, TAX, FABRIC, OIL, AND LABOR IS INCLUDED IN PRICE QUOTED.

THIS QUOTE IS BASED ON ( 10 ) DAY(S) ON THIS JOB, ( 8 ) HOURS PER DAY.

OVERTIME AFTER ( 8 ) HOURS @ (\$250 ) PER HOUR.

ADD OR DEDUCT DAY (\$4000 ) EACH DAY.

Comments: MATERIAL QUOTED IS PAVING MAT\*\* BINDER \$1 PER TON

### ITEMS NOT INCLUDED IN THIS QUOTATION:

EXCESS TACK OIL

DELIVERY CHARGE FOR OVER

TRAFFIC CONTROL

25,000 SY OF FABRIC PER DAY

SURFACE PREPARATION

WEEKEND AND NIGHT CHARGES

RETENTION

FABRIC QUOTED IS 4.1 oz PER S.Y. POLYPROPYLENE UNLESS OTHERWISE STATED. IT IS THE CONTRACTORS RESPONSIBILITY TO ENSURE THE MATERIAL QUOTED MEETS THE JOBS SPECIFICATIONS. EXCESS BINDER TO BE CHARGED AT \$3.50 PER GALLON. ALL IN ROUTE CANCELATIONS WILL BE CHARGED AT OVERTIME RATE PORT TO PORT

KENT'S OIL SERVICE RESERVES THE RIGHT TO ADJUST THE QUOTED PRICE IF THE QUANTITY INSTALLED VARIES +/-15% FROM QUANTITY QUOTED REGARDLESS OF OWNER/AGENCY REQUIREMENT

QUOTES ARE GOOD FOR 45 DAYS UNLESS OTHERWISE NOTED.

QUOTED BY: ERIC HICKS

# PACIFIC NORTHWEST OIL

3310 E. MINER AVENUE

STOCKTON, CA 95206

CALIFORNIA CONTRACTORS LICENSE # 705296

OFFICE  
209 463-4762

DIR # 1000004865

FAX  
209 463-2566

Todays Date: 13-Oct-15

OIL QUOTE # 7625

CUSTOMER:

CONTACT: ESTIMATOR

PROJECT NAME: CADOT COLD PLANE AC AND PLACE HMA

LOCATION: BRIDGEPORT

CONTRACT#: 09-360604

BID DATE: 10/13/2015

• QUOTE IS FOR THE FOLLOWING:

56 TONS OF SS-1H

PRICE QUOTED: \$500 PER TON

TAX INCLUDED

DELIVERY CHARGE: \$1200 EACH

SPREAD CHARGE: \$175.00 PER HOUR 4 HOUR MINIMUM

- IF SPREADING IS AT NIGHT HOURLY RATE IS: \$185.00 PER HOUR
- SAME MINIMUM APPLIES

Comments:

MINIMUM 2 TON OIL PURCHASE PER DELIVERY \*\* \$250 LAYOVER CHARGE \*\*  
 DELIVERY FOLLOWING A LAYOVER IS \$175 (\$185 NIGHT) PER HOUR PORT TO PORT  
 FROM HOTEL (8 HOUR MIN)

PLEASE CALL ERIC HICKS @ 209 463-4762 IF YOU HAVE ANY QUESTIONS

DUE TO MARKET VOLATILITY THE PRODUCT QUOTED MAY BE INFLUENCED UP OR DOWN BY THE CALTRANS ASPHALT INDEX. ALL PRICES QUOTED STRAIGHT OR CUT WITH WATER. PROTECTION OF EXISTING CONCRETE AND STRIPING BY OTHERS. ALL IN ROUTE CANCELATIONS WILL BE CHARGED AT SPREAD RATE PORT TO PORT

267-6801

# JANET SIMAS PAVING, Inc. DBA SPIRIT ROAD OILS



State Contractors License  
No. 472897

16490 Vineyard Boulevard, Morgan Hill, CA 95037  
Office (408) 465-2270 Call (800) 637-2040 Fax (408) 465-2280

American Indian owned and operated  
Member of Chukchansi Tribe of CA.  
Dir# 1000008185

We are CALTRANS Certified  
UDBE, SBE, MBE & WBE.

Bid/ Fax 13915

Material Supplier Only

Submitted to: Herbeck General Engineering Attn: Peter Griffin Est. Dept.  
Bid Date: 10/13/2015 Project# 09-360604  
Project: CADOT COLD PLANE AC & PLACE HMA / BRIDGE PORT

Quantity	Description	Price Quoted
<u>90,800 SY</u>	<u>Fabric</u>	<u>\$ 1.67<sup>SY</sup> + TAX = 163,008.70</u>
<u>TOTAL</u>		

(TAX IS INCLUDED IN TOTAL PRICE FOR MATERIAL. SALES TAX IS SUBJECT TO CHANGE)

INSTALLATION \$ 45.75 Each Day + 10 45,750

208,758  
\$ 2.30/SY

This quote is based on (0) days (8) hours per day. Overtime after (8) hours @ (\$275) per hour.

\*UNLESS STATED IN COMMENTS BELOW, FABRIC, OIL IS INCLUDED IN PRICE QUOTED.

COMMENTS: \*\*PRICE QUOTED IS PAVING MAT + BINDER #1 per ton

We can arrange for delivery & spread of products, which is not UDBE. You will not be receiving UDBE credit for Spreading and Delivery.

0% RETENTION TO BE HELD.  
Waiver of subrogation fee for workers Comp. Insurance shall be charged at \$250.00

### ITEMS NOT INCLUDED IN THIS QUOTATION:

- EXCESS TACK OIL
- DELIVERY CHARGE FOR OVER 25,000 SY OF FABRIC PER A DAY
- TRAFFIC CONTROL
- WEEKEND AND NIGHT CHARGES
- SURFACE PREPARATION
- RETENTION

FABRIC QUOTED IS 4.1 OZ PER S.Y. POLYPROPYLENE UNLESS OTHERWISE STATED. IT IS THE CONTRACTORS RESPONSIBILITY TO ENSURE THE MATERIAL QUOTED MEETS THE JOBS SPECIFICATIONS. EXCESS BINDER TO BE CHARGED AT \$3.50 PER GALLON. ALL IN ROUTE CANCELATIONS WILL BE CHARGED AT OVERTIME RATE PORT TO PORT

JANET SIMAS PAVING INC. RESERVES THE RIGHT TO ADJUST THE QUOTED PRICE IF THE QUANTITY INSTALLED VARIES +/-15% FROM QUANTITY QUOTED REGARDLESS OF OWNER/AGENCY REQUIREMENT

QUOTES ARE GOOD FOR 45 DAYS UNLESS OTHERWISE NOTED.

QUOTED BY: JANET SIMAS



State Contractors License  
No. 472697

16490 Vineyard Boulevard, Morgan Hill, CA 95037  
Office (408) 465-2270 Calif (800) 637-2040 Fax (408) 461

American Indian owned and operated  
Member of Chukchansi Tribe of CA

We are CALTRANS Certified  
UDBE, SBE, MBE & WBE  
Material Supplier Only

Bid/Fax# 13815

Submitted to: HERBACH General Engineering Attn: Peter Griffin  
EST. DEPT.

Bid Date: 10-13-15 12<sup>00</sup> PM Project# 09-360604

Project: CADOT COLD PLANE AC / PLACE HMA / BRIDGE PORT

Item#	Est. Amount	Description	Unit	Est. Total
<u>576</u>		<u>SS1H</u>	<u>502<sup>50</sup></u>	Per Ton + Sales Tax
				Per Ton + Sales Tax
		Delivery Charge:	<u>\$ 1300</u>	EACH
		Spread Charge:	<u>\$ 185</u>	Per hour, 4 hour Minimum

If spreading at night, Hourly rate is: \$ 195 per hour, Same Minimum Applies.

Comments: SALES TAX NOT INCLUDED\*\*\*\*\*(\$ 250) Layover charge per night. Delivery following L/O is (\$ 195) Hour Port to Port minimum 8 hours.

QUOTATION EXPIRES 30 DAYS FROM BID DATE. PRICES GOOD FOR 30 DAYS AFTER QUOTATION IS ACCEPTED

We can arrange for delivery & spread of products, which is not UDBE. You will not be receiving UDBE credit for Spreading and Delivery.

2 Ton Minimum for Oil Purchase. 0% RETENTION TO BE HELD.  
Waiver of Subrogation fee for Workers Comp. Insurance shall be charged at \$250.00

DUE TO MARKET VOLATILITY THE PRODUCT QUOTED MAY BE INFLUENCED UP OR DOWN BY THE CALTRANS ASPHALT INDEX. ALL PRICES QUOTED STRAIGHT OR CUT WITH WATER. PROTECTION OF EXISTING CONCRETE AND STRIPING BY OTHERS. ALL IN ROUTE CANCELATIONS WILL BE CHARGED AT SPREAD RATE PORT TO PORT.

Quoted by: Janet Simas



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**ELECTRICAL CONTRACTORS, INC.**

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Corporate Office Address: 4770 N. Belleview Avenue, Suite 300 • Kansas City, Missouri 64116-2188 • (816) 474-9340 • Fax (816) 471-3569

## ELECTRICAL PROPOSAL

Re: Caltrans Contract #09-360604  
Inductive Loop Detector  
Mono County Near Bridgeport

October 13, 2015

To whom it may concern,

PAR Electrical Contractors, Inc. is pleased to submit our cost proposal to install Inductive Loop Detectors on the above referenced project. All work to meet with plans, specifications and Caltrans requirements.

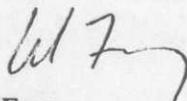
<u>Bid Item</u>	<u>Quantity</u>	<u>Description</u>	<u>Unit Cost</u>	<u>Amount</u>
29	1 LS	Maintain Existing TMS Elements	\$ 2,075.00	\$ 2,075.00
30	1 LS	Traffic Monitoring Station	\$ 4,765.00	\$ 4,765.00
		<b>TOTAL:</b>		<b>\$ 6,840.00</b>

**Price excludes:** Traffic control (1 shift), asphalt patching, concrete removal and replacement, profile grinding, SWPPP, BMP's, inspection, survey, testing, permits and/or fees. If you require a bond, add one (1%) percent to this proposal. Our price does not include a bond.

If you have any questions concerning this proposal, feel free to contact Luke Frey. @ 775-329-0407 or [lfrey@parelectric.com](mailto:lfrey@parelectric.com).

Regards,

PAR Electrical Contractors, Inc., a wholly owned subsidiary of Quanta Services, Inc.

  
Luke Frey  
Estimator

1465 West Fourth Street • Reno, Nevada 89503-5054 • (775) 329-0407 • Fax (775) 329-0478  
NV License Number: 36500C-2; 51518-A • CA License Number: 687343; Classification(s) A C10 C61/D09 • CA D.I.R. Number: 1000007254  
[www.parelectric.com](http://www.parelectric.com)



The Road to Smart Solutions

## Proposal and Contract Pavement Recycling Systems

An Employee Owned Company

DIR # 1000003363

CA License# 569352 Type: A  
NEV. License# 0036228 Type: A

10240 San Sevaine Way, Jurupa Valley, CA 91752

Phone: (951) 682-1091 FAX: (951) 682-1094

From: Don Sante

Email dsante@pavementrecycling.com

To: ESTIMATOR

Herback General Engineering  
2531 Nowlin Road  
Minden, NV 89423

Quote No: 1171949

Fax No: 775-267-6801

Phone: 775-267-6800

Bid Date: 10/13/2015

We propose to furnish you with labor and material per your representation of job requirements as follows:  
*09-260604/Rte.395 (Near Bridgeport)*

Item No.	Description	Quantity	U/M	UnitPrice	Total Price
<b>Schedule 1</b>					
16	Cold Plane AC	119,000	SY	0.495	58,905.00
16A	Add: Mini-Planer For Bridges And Side Roads	119,000	SY	0.103	12,257.00
16B	Add: Initial Sweeping	119,000	SY	0.230	27,370.00
17	Roadway Excav.(Partial @ 1' Depth)	296	CY	32.430	9,599.28
17A	Additional Days Over 3 Each	1	DA	2,450.000	2,450.00

*71,162*

*108,132*

### Special Conditions

- 1 Note: The maximum cut depth for item #17 is 1' deep, requiring the remaining material be removed by other methods.
- 2 Item #16 includes: Cut, initial loading into Contractor provided trucks, 1 move on/off the project.
- 3 Additive item #16A is for a mini-planer to detailing cross cuts at intersecting roads and bridges.
- 4 Additive item #16B is for providing two pick-up sweepers behind the milling operation.
- 5 Item #17 includes (see note 1 above), initial loading into Contractor provided trucks, 1 move on/off the project.
- 6 Note: Item #17 requires a minimum billing of 296 cy + any additional days after 3.
- 7 Additive item #17A will be charged for each additional day past 3 days.
- 8 Item #16, 16A, and 16B exclude: Hauling, traffic control, water/water truck, hand work, removal of pcc, survey/project layout, maintenance and protection of the project.
- 9 Item #17, 17A, and 17B exclude: Removal of additional material deeper than 1', traffic control, water/water truck, hauling, sweeping, mini-planer, hand work, survey/project layout, grading, compaction, ac replacement, maintenance & protection of the project.
- 10 Production: Item #16 @ 6 shifts, item #17 @ 3 shifts.

### General Conditions

ACCEPTANCE of this bid/proposal/quotation (Bid) from PAVEMENT RECYCLING SYSTEMS, INC. (PRS) requires that the PRICING, SPECIAL CONDITIONS and the GENERAL CONDITIONS of this Bid be included in any subcontract or purchase order agreement (Contract) and the Bid terms and conditions take precedence over any conflicting terms.

PRS will not surrender any portion of extra work or force account mark-ups except those reserved by the owner for the General Contractor. California prompt pay statutes shall be enforced.

Unless otherwise defined in the SPECIAL CONDITIONS of this Bid PRS excludes from the services quoted here all: MAINTENANCE AND PROTECTION OF THE MILLED SURFACE, TRAFFIC CONTROL, SURVEYING, LAYOUT, SAWCUTTING AND TEMPORARY TAPERS. Upon completion of each segment of the designated work by PRS the work shall be deemed accepted and approved and Customer shall assume maintenance and protection of the work. PRS excludes notification to any underground alert service, marking or location of underground utilities. By accepting this Bid the Customer accepts sole responsibility for, and all subsequent liabilities coincident with following the requirements of the California 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.

Any indemnity and defense obligation required from PRS shall be proportional and limited to the extent PRS's acts, omissions, fault or negligence contribute to any alleged or actual claims or damages. Insurance included in this Bid: Commercial Liability \$1MM per occurrence / \$2MM aggregate; \$2MM Products and Completed Operations Aggregate; \$1MM Personal and Advertising Injury; \$1MM Commercial Auto; Worker's Compensation coverage per statute.

*16, 16A, 17  
80,762*

Date: \_\_\_\_\_

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

**DBE + 110,000**

**ABSL Construction**

**DIR Registration No. 100002818**

29393 Pacific Street, Hayward, CA 94544  
TE: (510) 727-0900 Fax: (510) 727-0912

Contractors License A 621781  
SMBE & DBE Certification CT-005270

**Bid Quotation  
AC Grinding**

**Project Name:** Cold Plane Asphalt Concrete Pavement and Place HMA  
**Project Number:** 09-360604  
**Bid Date:** 10/12/2015  
**Location:** Bridgeport, Mono County, CA

**BID**

10HR DY = \$4900/DY

**Daily Minimum Charge \$4000.00**

This price is for a 48" inch cold planer machine, **Wirtgen W 1200 F**. Up to 10 inches depth. \$100.00 additional for night work. \$450.00 per hour overtime. \$400.00 additional for Saturday work. \$800.00 additional for Sunday work.  $6 \times \$6100 =$

**Daily Minimum Charge \$5000.00**

10HR DY = \$6100/DY

This price is for an 80" inch cold planer machine, **Wirtgen W 2000**. Up to 12 inches depth. \$200.00 additional for night work. \$550.00 per hour overtime. \$500.00 additional for Saturday work. \$1000.00 additional for Sunday work.

**Daily Minimum Charge \$5300.00**

10HR = \$6500/DY

This price is for a high horsepower 80" inch cold planer machine, **Wirtgen W 210**. Up to 12 inches depth. \$200.00 additional for night work. \$600.00 per hour overtime. \$500.00 additional for Saturday work. \$1000.00 additional for Sunday work.

**Mobilization \$ 800.00 (each way)**

$\times 4 = \$3200$

5200

(16) \$104,000

(17)  $\frac{14,700}{118,700}$

10 SHIFTS AT

7438 SY / DY

3 SHIFTS

**ABSL Construction**

29393 Pacific Street, Hayward, CA 94544  
TE: (510) 727-0900 Fax: (510) 727-0912

Contractors License **A 621781**  
**MBE & DBE Certification CT-005270**

Portland cement concrete grinding is excluded from this quotation unless specifically quoted.

Removal of Asphalt Concrete over gutter damages can't be guaranteed by ABSL.

ABSL Construction will cold plane as close as possible to existing manholes, water valves, and other obstructions in cutting plane. Handwork and placing temporary asphalt tapers around these objects or at pavement edge for safety requirements are excluded.

Contractor to post streets with "No Parking" signs prior to subcontractor's phase of work, provide water or water meter and provide traffic control during cold planing operation.

All areas to be ground shall be clearly marked by the general or the job inspector.

A minimum of two weeks notice is requested prior to move in.

Anything not specifically included in this price should be considered excluded.

ABSL Construction does not accept backcharges due to machine breakdown during operation above the machine's daily rental fee.

Back charges will only be based on the time the machine is broken and will reflect the cost of the equipment for that time. All others costs due to the equipment breakdown will not be charged to ABSL Construction.

All teeth over one complete set will be charge to the contractor.

ABSL does not accept force account rates or retention.

This quotation will be part of our contract or purchase order agreement and is valid till a new change of the rates.

If you have any questions regarding the above quote please call me at (510) 727-0900 or fax at (510) 727-0912.

Sincerely,

**Daryl Vorne**

**ABSL Construction**

29393 Pacific Street, Hayward, CA 94544  
TE: (510) 727-0900 Fax: (510) 727-0912

Contractors License A 621781  
SMBE & DBE Certification CT-005270

**GRINDING JOB AGREEMENT**

The prices set forth above are based on the following assumptions and are subject to change under conditions set forth below.

- 1) A minimum daily rate is any part of an 8 hour day and overtime will be charged for work done other than a regular weekday shift.
- 2) Modification to the work may require a change in the quote.
- 3) Unless otherwise indicated the unit prices are based on ABSL performing all the work included on the proposal. If ABSL does not receive a contract for all the work, the unit prices are subject to adjustment.
- 4) The unit prices are based on the estimated quantities in the bid proposal. If the quantity of the item changes by 25% or more the unit price is subject to equitable adjustment.
- 5) All teeth over one complete set will be charge to the contractor.
- 6) Prices are good for 30 days from the date of this proposal, after that date the prices are subject to adjustment.
- 7) In the event there is an increase in the cost of fuel of more than \$0.50 per gallon during the performance of this contract, ABSL will be entitled to a \$75.00 per day fuel surcharge. The base cost of fuel shall be established on the bid date of the contract by reference to the Weekly Retail On-Highway Diesel Prices for California, as published by the U.S. Department of Energy on its web site at [www.tonto.eia.doe.gov/oog/info/wohdp/diesel.asp](http://www.tonto.eia.doe.gov/oog/info/wohdp/diesel.asp).
- 8) If ABSL cannot proceed with its work as scheduled due to others, standby time will be charged at the following rate: \$425.00 per hour.
- 9) Downtime for equipment becoming stuck in wet or muddy sub-grade conditions will be charged at a stand-by time rate until removed. Additional equipment required for removal will be charged at a time and materials basis.
- 10) This proposal to be attached and made part of any and all resulting contracts.
- 11) The above price does not include permits, fees, bonding, state or local taxes.
- 12) This is a proposal only for the purpose of establishing a price for work as outlined. In the event ABSL is the low bidder a formal contract or PO suitable to both parties shall be prepared and fully executed.
- 13) Repairs of damage to ABSL equipment due to unmarked or buried obstructions; i.e. valve boxes, manholes covers, concrete, steel fence posts, steel pipe or excessive depth asphalt will be billed at time and material for repairs.
- 14) Backcharges to ABSL must be communicated by contractor in a written notice within 72 hours from the time of occurrence for backcharges.
- 15) Unless otherwise agreed to in writing prior to start of work, payment is due and payable within 30 days of billing, and no retention to be withheld on payments.
- 16) All utilities within mill grade are to be located and marked by customer. It is the sole responsibility of the lessee or renter (customer) to follow 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 California Government Code. Customer assumes sole responsibility for, and all subsequent liabilities coincident with following the requirements of the regional notification center law. Furthermore, customer agrees to be responsible for all damage to both utilities themselves and to our company's equipment by reason of ABSL equipment encountering unmarked utilities.
- 17) Items not specifically included are considered to be excluded. If you have any questions please call.

Thank You,

*Daryl Vorne*

# CALIFORNIA UNIFIED CERTIFICATION PROGRAM DISADVANTAGED BUSINESS ENTERPRISE CERTIFICATE

## A B S L CONSTRUCTION

29334 PACIFIC STREET  
HAYWARD, CA 94544

Owner: LUIS ALLENDE  
Business Structure: CORPORATION

This certificate acknowledges that said firm is approved by the California Unified Certification Program (CUCP) as a Disadvantaged Business Enterprise (DBE) as defined by the U.S. Department of Transportation (DOT) CFR 49 Part 26, as may be amended, for the following NAICS codes:

NAICS Code(s) \* Indicates primary NAICS code

\* 237310 Highway, Street, and Bridge Construction  
238910 Site Preparation Contractors  
238120 Structural Steel and Precast Concrete Contractors

238210 Electrical Contractors  
238110 Poured Concrete Foundation and Structure Contractors

### Work Category Code(s)

C1201 TRAFFIC CONTROL SYSTEM  
C1901 ROADWAY EXCAVATION  
C1920 STRUCTURE EXCAVATION

C1601 CLEARING & GRUBBING  
C1910 GRADING  
C1930 STRUCTURE BACKFILL

### Licenses

A General Engineering Contractor

### CERTIFYING AGENCY:

DEPARTMENT OF TRANSPORTATION  
1823 14TH STREET  
SACRAMENTO, CA 95811 0000  
(916) 324-1700

UCP Firm Number : 5270

*Jamie Salas*  
\_\_\_\_\_  
CUCP OFFICER

August 26, 2011

Exp 01-01-16

**CINDY TRUMP INC.**  
**LINDY'S COLD PLANING**  
**DBE ~ WBE ~ SBE ~ UDBE ~ CERTIFIED File #40089**  
**625 W. MOUNTAIN VIEW**  
**LA HABRA, CA 90631**  
**PHONE 562.697.2286 FAX 562.697.2039**  
**LIC # A 754500**

**RENTAL PROPOSAL**

**We are 100% DBE. Project goal, 13%.  
 Tier 4 compliant equipment.**

**COMPANY NAME: Various**  
**JOB NAME: Cal Trans 09-360604**  
**BID DATE: 10/13/2015**

Rental of Grinders:  
 Use of Asphalt Grinder to load trucks or windrow grinded asphalt or base.

	<u>8 Hr Min</u>	<u>OT Hrs</u>	<u>Mob</u>
Wirtgen 210 - 7'3" or 6'8"	\$4,200.00	\$595.00	\$2500.00

**\*\*There is no additional charge to run multiplex but we must be notified if using prior to job to set up mill.**

**Rental Terms and Conditions**

- 1) All grinders come with one operator.
- 2) Maintenance time will be billed at operator labor rates.
- 3) Mobilization and 2 hr minimum charged for late cancellation.
- 4) Standby time and delays are applied as rental time.
- 5) All operators are Local 12, highly skilled operators.
- 6) Water to be supplied by renter at machine work area.
- 7) Cold planers do not grind concrete, unless quoted.
- 8) Areas to be cold milled must be visibly marked, in paint, on work area.
- 9) Underground service alert is sole responsibility of lessee/renter and must be current.
- 10) No back charges accepted for equipment breakdowns.
- 11) Supervision is provided by lessee/renter and accepts all liability for any claims arising from performed work as directed.
- 12) Customer is responsible for damages to machines for any items buried or not marked out prior. Repairs will be billed at shop time and material rates.
- 13) Lessee/renter to protect environmentally sensitive areas, storm drains, inlets, outlets, manholes, drains...
- 14) Rental includes one complete set of teeth. Any additional teeth will be billed per market price.
- 15) Payment is due and payable within 15 days of billing. No retention will be withheld.
- 16) Rental rates are good for up to 12 hours. Holidays and Double time require increased rate.
- 17) Lead Training and Lead PPE to be provided by renter, lessee, and others.

10 HR - \$5390

? - 2 hr - 2 @ 5500  
 x Qty

SMALL MACHINE  
 REQ'D FOR THE  
 IN E ROADWAY  
 EV... NO CURVE

24 SHIFTS @ 5390 = 129,360

**CINDY TRUMP INC.**  
**dba LINDY'S COLD PLANING**

**GRINDING JOB TERMS AND CONDITIONS**

**PRICES ARE SUBJECT TO VARY UPON CHANGE OF SCOPE IN WORK.**

1. All areas to be grinded will be clearly marked, in paint, on pavement, identifying starts, stops and perimeter by quoted contractor before grinding operations start.
2. Quoted Contractor to provide water for milling operations.
3. All operations exclude petromat unless otherwise stated on this proposal.
4. Quoted Contractor agrees to notify all utility contractors or companies in which involve underground utilities and take all responsibility for damaged utilities and/or injuries caused by grinder.
5. Areas in and around corners, overhangs, parking bays, valves, manholes and unreachable areas for the milling machine or mini grinder become Quoted contractors responsibility.
6. Quoted Contractor is responsible for all damages to machine for any items buried in ground or not marked out and will be billed at union shop rates, material costs and down time.
7. Quoted Contractor is responsible for any and all posting/s required; ie, "no parking" signs in milling areas.
8. Quoted Contractor responsible for traffic control and any delays in traffic control will be charged at an hourly stand by charge for all equipment including grinders, stabilizers, operators, sweepers and all trucking.
9. Quoted Contractor to provide a safe work environment for all operators on milling operation including signage, barricades, flag men, cones or any other devices that may help in the safety operation.
10. Once subcontractor(Cindy Trump Inc./ CTI) demobilizes and has left the project there of , it shall no longer be responsible for any obligation of defense and indemnification for any and all claims arising in the area of work performed in the milling operation area.
11. Grade must be firm and stable. Quoted Contractor to assume all liability and/or costs of unstable and yielding grade.
12. All areas of grinding operation must be clear of any obstructions including but not limited to trees, cars, trashcans, poles, parking bumpers, rebar's, etc.
13. Quoted Contractor to provide temporary asphalt taper at pavements edge due to safety concerns.
14. Quoted Contractor responsible for permits, notifications and plans before milling operations.
15. No back charges will be accepted of any kind.
16. Subcontractor (CTI) takes no responsibility for dust control in and beyond areas of milling operation.
17. Quoted Contractor to provide covers over all inlets, outlets, vaults, storm drains, sewers, manholes, etc. to prevent storm water pollution in accordance to SWPPP, WPCP, and/or/any requirements of contract/project regarding/requiring water pollution control of any kind.
18. The provisions of this quote prevail over any subcontract or purchase orders stipulations unless otherwise agreed to in writing on this proposal.
19. Unless other wise agreed in writing prior to start of work, payment is due and payable within 30 days of subcontractors billing and no retention to be withheld on payments unless other wise stated on this proposal.
20. Price good for 10 days, unless listed or signed and returned with 10 days.
21. This quote includes one complete set of teeth per shift. Any additional teeth will be charged per box per market price.
22. CTI rate for union operator group 8 is a billable rate of \$75.00 per hour straight time rate,\$105.00 per hour overtime and \$150.00 for double time.
23. Items that are not specifically includes are considered to be excluded, if you have any questions please call office.

**The above line items and prices are satisfactory:**

**Name** \_\_\_\_\_ **DATE:** \_\_\_\_\_  
Bid Quoted by Cindy Trump

# CALIFORNIA UNIFIED CERTIFICATION PROGRAM DISADVANTAGED BUSINESS ENTERPRISE CERTIFICATE

**CINDY TRUMP INC DBA LINDY'S COLD PLANING**

625 S. MOUNTAIN VIEW  
LA HABRA, CA 90631

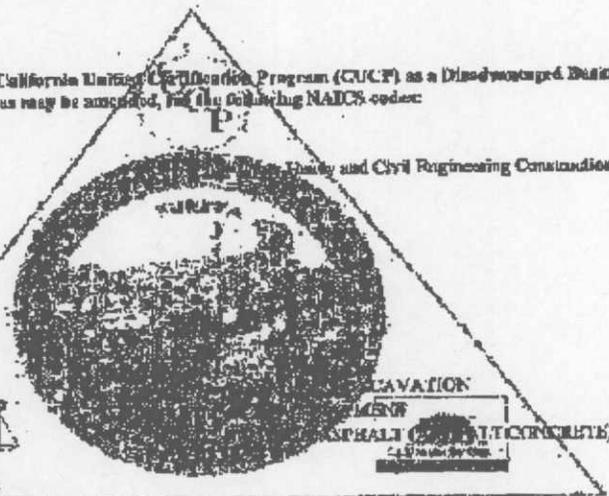
Owner: CINDY TRUMP  
Business Structure: CORPORATION

This certificate acknowledges that said firm is approved by the California Unified Certification Program (CUCP) as a Disadvantaged Business Enterprise (DBE) as defined by the U.S. Department of Transportation (DOT) CFR 49 Part 26, as may be amended, for the following NAICS codes:

- NAICS Code(s) \* Indicates primary NAICS code
- \* 237310 Highway, Street, and Bridge Construction
  - 238910 Site Preparation Contractors

**Work Category Code(s)**

- C1531 PLANE ASPHALT CONCRETE
- C2201 FINISHING ROADWAY
- C3901 ASPHALT CONCRETE



PAVATION  
MENT  
ASPHALT (CONCRETE)  
CUCP

**Licenses**

- A General Engineering Contractor

**UNIFIED CERTIFICATION PROGRAM**

**CERTIFYING AGENCY:**  
LOS ANGELES COUNTY METRO TRANSPORTATION AUTHORITY (MTA)  
ONE GATEWAY PLAZA  
LOS ANGELES, CA 90012 0000  
(213) 922-2600

CUCP File Number: 40089

CUCP OFFICER

March 6, 2013



2443 Fair Oaks Blvd. #150  
 Sacramento, CA 95825  
 Phone: (916) 850-5758  
 Fax: (888) 840-5935  
[ben@veruxinc.com](mailto:ben@veruxinc.com)  
[www.veruxinc.com](http://www.veruxinc.com)

**DIR Registration #1000001353**  
**SBE #1229840**

**Project Name: DOT 09-360604 Cold plane asphalt concrete pavement and place hot mix asphalt – Mono County, CA**

**Date: October 13, 2015**

**Bid No: 15-1786**

**Storm Water Services Proposal**

**Prepare Water Pollution Control Program (WPCP) - \$650.00**

Provide one (1) electronic copy of Water Pollution Control Program (WPCP) along with three (3) manuals for the above referenced project. Price includes any revisions that may be required for final approval.

Submitted for <b>Verux, Inc.</b> by <b>Ben Rau:</b>	_____
_____	_____
Date	Authorized Signature
<p>THIS PROPOSAL IS SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS: Price valid only if this proposal is signed and returned to Verux, Inc. within 30 days. Proposal excludes permits, bonds, licenses, fees, retention and engineering. Payment is due in full 15 days after work is performed. Accounts subject to a late charge of 1 1/2% per month if not paid within 30 days.</p>	
_____	_____
Client Name	Authorized Signature
_____	_____
Date	Printed Name/Title

La Firma Inc.

CSLB 904563

DBE 39322

D.I.R. 1000005131

715 Ridge Road  
Nipomo, CA .93444  
Phone: 805-748-8576  
Fax: 805-929-0501  
E-Mail:  
estimating@theswppfirm.com

**Project:**

09-360604

Cold plane asphalt concrete pavement and place hot mix asphalt.

09-Mno-395-69.9/76.0

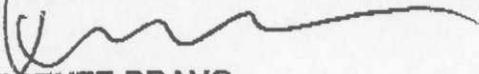
We are pleased to provide you with a bid for the items listed below based on plans and specifications and (1) addendum

Item	Code	Description	Unit	Quantity	Unit Price	Total
7	130200	Prepare Water Pollution Control Program Plan	LS	1	\$650.00	\$650.00

Exclusions and qualifications.

1. Special testing and permits not in contract.
2. Price includes (1) electronic copy and (5) printed copies.
3. BMP materials and supplies not in contract.
4. Final Hard Copies delivered when we receive final payment.

THANK YOU FOR YOUR TIME AND CONSIDERATION,

  
VICENTE BRAVO.

**Alfred Civil Engineering, Inc.**

7604 Soquel Way  
Citrus Heights, CA 95610

10/12/2015

DBE Certification # 41902  
License # C 48604  
QSD/P Certification # 25398  
DIR Registration # 1000024191

=====  
Subject:09-360604:- Cold plane asphalt concrete pavement and place hot mix asphalt.

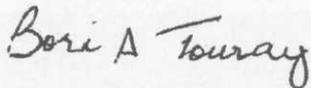
Attn: Estimator

We submit for your consideration the following services:

BID ITEM	ITEM CODE	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	AMOUNT
7	130200	PREPARE WATER POLLUTION CONTROL PROGRAM	LS	1	\$600	\$600

Scope does not include WPC Manager, provision, transportation, or installation of BMP materials. Scope is good for 60 days after bid opening date.

Sincerely,



Bori A. Touray PE, QSD/QSP

[tourav@alfredce.com](mailto:tourav@alfredce.com)

Alfred Civil Engineering

(916) 241-5309



**Civil Engineering and Stormwater Solutions**

October 13, 2015

**RE: Proposal for WPCP for Caltrans 09-360604, bidding 10/13/15**

**Dear Prime Contractor,**

Thank you for the opportunity to provide a proposal for this project. We provide civil engineering and stormwater management services.

**Scope of Work:**

A. Prepare Water Pollution Control Program (WPCP)

Prepare a Water Pollution Control Program (WPCP). The document will be prepared in accordance with Caltrans requirements. Water Pollution Control Drawings will be included.

Exclusions: Installation and implementation of water pollution practices, providing a WPC Manager, conducting training, and monitoring, inspection and correcting water pollution control practices are excluded. A WPC Manager, training, monitoring and inspection are available as an additional service upon request.

**Fee:**

The WPCP will be prepared for a Fixed Fee of the following, with fees billed monthly based upon percent completion:

A. Prepare WPCP (Part of Bid Item No. 7) \$ 625

Fees will be due within 30 days of client's receipt of invoice. Late payments beyond 30 days past due can be subject to a 1.5% per month interest charge. Payment arrangements can be made to coincide with any owner to contractor payment installments.

**Timing and deliverables:**

The WPCP will be provided within 1 week of receipt of authorization to proceed. The document will be provided in hard copy (4 copies) and electronic PDF format.

We appreciate the opportunity to present this proposal. Please feel free to contact me if you have any questions via cell at (707) 628-4219 or at our office number below.

Sincerely,

AUTHORIZATION TO PROCEED

Robin Tully, PE, QSD, President  
License #: C64354

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

Date: \_\_\_\_\_

**DBE/WBE/UDBE #38300, Exp. 2/4/2016, SBE (Micro) #60919, Exp. 1/31/2016**  
**Annual Revenue Under \$1 Million, In Business Since 2007**  
**Taxpayer Identification Number (TIN) 83-0499875; DIR Registration Number: 1000024960**

**TULLY CONSULTING GROUP**  
**1650 N. LINCOLN ST, SUITE A • DIXON, CA • 95620**  
**PHONE: 707-693-1926 • FAX 707-471-0318 • ROBIN@TULLYGROUP.COM OR**  
**KATELYN@TULLYGROUP.COM**

DBE # 1250

*Adanta, Inc.*

828 School Street  
 Napa, California 94559  
 Tel. (707) 709-8894  
 Fax (707) 736-8368



A d a n t a

Native American woman-owned  
 California DOT-Certified DBE  
 DBE Certificate #37357  
 DIR Registration #1000029442

October 8, 2015

**DBE QUOTE**

Attn: Estimator

Subject: Caltrans Contract 09-360604

<u>Description</u>	<u>Qty</u>	<u>Unit Cost</u>	<u>Total Cost</u>
LEAD COMPLIANCE PLAN	1	LS	\$1,250

Dear Estimator:

Adanta, Inc. is pleased to present this bid to provide environmental services for the above referenced project.

Please send DBE Confirmation forms to Operations Manager, Cheryl Moore at [cheryl.moore@adanta-inc.com](mailto:cheryl.moore@adanta-inc.com) and feel free to contact us at (707) 709-8894 if you have any questions.

Sincerely,

Kimberly Patz, President

DBE



MATERIAL QUOTE (MQ)

GRANITE CONSTRUCTION COMPANY (hereafter "Seller") submits to the purchaser identified below ("Purchaser") this Quote for material as described below ("Material"). This material quote ("MQ") upon transmittal to Purchaser, replaces and terminates any verbal quote or offer that Purchaser may have received from Seller referencing the Project.

Date/Time: 10/13/2015 11:07:04 AM

Project: HERBACK - 09-360604 HWY 395 OVERLAY BRIDGEPORT

To: PETER GRIFFIN

Description: RTE 270 TO .1 MILE N OF JACK SAWYER RD

Customer: HERBACK CONST

Phone: 775-790-7480

Bid Date: 10/13/2015

Fax:

DIR # 1000000085

1. DELIVERY: Delivery shall be F.O.B. Plant. Material shall be delivered or made available in accordance with a schedule mutually agreed upon by the Purchaser and Seller. Any charges at destination for spotting, switching, handling, storage and/or other accessorial services, and demurrage, shall be paid by Purchaser. Plant standby time, job cancellation, damages caused by Purchaser or Purchaser's trucker, added surcharges and force majeure events will be the responsibility of Purchaser. Purchaser will schedule delivery of aggregates and asphalt concrete and trucking with Seller's designated material dispatcher. Should Seller not be responsible for trucking, Purchaser will be responsible to schedule all trucking needs directly with the Purchaser's trucker of choice. Seller will not be responsible for any non-performance of the trucker operating under the direction of Purchaser. Should Purchaser designate a trucker to perform hauling of Materials under this MQ, Purchaser indemnifies and holds Seller harmless for costs or damages incurred due to the acts or omissions of such trucker.

2. TERMS OF PAYMENT: Purchaser shall pay Seller at the prices given in the table below. Payment shall be due no more than thirty (30) days from the date of the invoice in the full amount of the invoice without retention of any amounts by Purchaser. Purchaser's failure to pay all amounts owing when due shall be deemed a material breach of this MQ and Seller may, at its option, (i) terminate this MQ; (ii) require payment to be made in advance of future deliveries; or (iii) place future deliveries on a C.O.D. basis. Amounts past due shall bear an interest charge computed from the due date at the lesser of the maximum interest rate allowed by law or at the rate of 1.5% per month. Purchaser agrees to pay all costs and expenses of collecting past due accounts, including actual attorneys' fees, incurred whether or not a suit or action is filed, on appeal or otherwise.

3. MATERIAL/SPECIFICATION/PRICE: Pricing does not include Sales Tax.

ITEM #	MATERIAL DESCRIPTION	QUANTITY	UNITS	PRICE	FOB	PLANT NAME
	3/8" HMA58-34MR15	6,500	TN	110.00	PLANT	LEE VINING AC PLANT
	3/4" HMA58-34MR15	16,200	TN	104.00	PLANT	LEE VINING AC PLANT
	SHOULDER BACKING	4,190	TN	16.00	PLANT	LEE VINING AC PLANT
1818	3/4" CALTRANS CLASS 2 AB	250	TN	12.00	PLANT	LEE VINING AGGREGATE PLANT

This quote is for material only, pricing does not include freight. Special Conditions: SEE ATTACHED SPECIAL CONDITIONS - GRANITE WILL OFFER \$3.00 PER TON FOR MILLINGS - DBE CREDIT OF \$467,905 - BUY 404,621 AND HAUL IS \$63,283

For Asphalt Concrete and Aggregates sold after the price will increase by \$ 0.00 per ton for Aggregates and \$ 0.00 per ton for Asphalt Concrete. Prices effective until QUOTE VALID ONLY IF SIGNED AND RETURNED NO LATER THAN 11/7/2015

4. PRICE ESCALATION: Purchaser acknowledges that national and regional supply shortages for the raw material necessary for the production and delivery of the Material may occur and that the prices for oil, liquid propane, gasoline, diesel, natural gas and electricity (collectively "Fuel") as well as liquid asphalt, Portland cement and lime (collectively "Elements") may increase during the term of this MQ. In the event that Seller incurs cost increase(s) in Fuel or Elements such that if the purchase price of any Material to be supplied under this MQ is increased to reflect the same cost increase incurred by Seller for the Fuel and Elements of that Material and would result in an increase in the price of said Material of greater than: (i) 10% for aggregate type Material; (ii) 6% for asphaltic concrete type Material; or (iii) 4% for Portland cement type Material, then Purchaser and Seller shall negotiate to mutually agree upon a revised price for the Material yet to be delivered under this MQ. If the parties cannot agree upon a revised price for such Material, then either Party may, upon two (2) days written notice, terminate this MQ as to any Material not delivered to Purchaser as of the date of termination.

**5. ACCEPTANCE:** This MQ shall constitute a firm offer for thirty (30) days from its date first written above or, if otherwise, as stated in Section 3 (Special Conditions) above ("Acceptance Period"). The terms and conditions of this MQ may be accepted by the Purchaser ("Acceptance") only by one of the following alternatives performed within the Acceptance Period: (i) Purchaser's execution and delivery to Seller of this MQ; or (ii) the Purchaser placing either a written or oral order for all or a portion of the Material quoted under this MQ or (iii) Seller's commencement of performance. This MQ can only be modified in writing and signed by both parties. Any and all additional or different terms proposed by Purchaser, whether contained in Purchaser's purchase order, shipping release forms, prior practice between the parties, or on any modification to this MQ by Purchaser shall not be binding on nor obligate Seller unless prior to Acceptance this MQ is returned with Purchaser's full counter-proposal and is then signed and dated by Seller's authorized representative. The issuance or the execution of this MQ shall not be intended or construed as creating an exclusive or requirements supply agreement between Purchaser and Seller.

**6. READY MIX CONCRETE ADDITIVES (if applicable):** Seller shall not be responsible for the effect on slump, strength, or quality of any concrete to which water or any other materials are added at the direction of Purchaser or Purchaser's representatives. Seller does not guarantee pumpability of mixes since Seller has no control over the type of pumping equipment used or the conditions that prevail. When color additives or any other additives or add agents are added to ready-mix concrete ("Additives"), they may be at the request and instructions of Purchaser. In such event, Seller's warranty is limited to Purchaser's recovery under the Additive manufacturer's warranty and Seller does not warrant or guarantee the results or effects of Additives on the ready-mix concrete product to which they are added.

**7. DELIVERY:** Where delivery off of Seller's facility is Seller's responsibility, Seller or its contract hauler will enter upon the delivery location only as a convenience to Purchaser and Purchaser specifically waives and agrees to defend, indemnify and hold Seller harmless from and against any claim or liability or action against Seller because of damage caused thereby including, but not limited to, damage to concrete surfaces, pipelines or underground structures or utilities. Purchaser agrees to provide clear, substantial and suitable access to the point of delivery.

**8. INSPECTIONS AND ALTERATIONS:** It shall be Purchaser's responsibility to make, or cause to be made, and pay for such inspections and tests as may be required at Seller's facility or the F.O.B. location to assure the Material meets any requirements of Purchaser other than that specified in this MQ.

**9. FORCE MAJEURE:** Seller shall not be liable for failure to perform or delay in delivery by reason of any contingency or occurrence reasonably beyond Seller's control which shall be defined to include, but not be limited to, actual or threatened strikes, labor disputes, boycotts, work stoppages, or work slowdowns or fire, flood, inclement weather, embargos, war, governmental authority, or regulations, including allocations, preferences, and priorities established by or for the government, or shortage or failure of raw material or transportation which makes performance by Seller under any MQ more costly. If such delay continues for a period of more than sixty (60) days, Purchaser shall have the right, upon seven (7) days written notice to Seller, to terminate this MQ.

**10. INTEGRATED AGREEMENT:** This MQ sets forth the entire agreement between Seller and Purchaser with respect to its subject matters. All prior and contemporaneous conversations, practices between the parties, quotes, offers, negotiations, representations, promises and warranties with respect to said subject matters are waived, merged herein and superseded thereby. This is a fully integrated agreement.

**11. WARRANTY/REMEDIES:** SELLER WARRANTS THAT THE MATERIAL WILL, AT THE POINT AND TIME OF DELIVERY, CONFORM TO THE SPECIFICATIONS SET FORTH IN SECTION 3 HEREIN. PURCHASER SHALL INDEMNIFY, DEFEND, AND HOLD HARMLESS SELLER AGAINST ANY AND ALL CLAIMS, SUITS, ACTIONS, LEGAL PROCEEDINGS, DAMAGES, LIABILITIES, INTEREST, ACTUAL ATTORNEY'S FEES, COSTS AND EXPENSES OF WHATEVER KIND OR NATURE AS A RESULT OF PURCHASER'S BLENDING OR USE OF THE MATERIAL IN A MANNER THAT IS INCONSISTENT WITH THE SPECIFICATIONS SET FORTH HEREIN. USE OF SELLER PRODUCTS INCONSISTENT WITH THE SPECIFICATIONS SET FORTH HEREIN DOES NOT, REGARDLESS OF SELLER'S KNOWLEDGE, CONSTITUTE A WARRANTY OBLIGATION FOR THE USE OF THE MATERIALS INCONSISTENT WITH THOSE SPECIFICATIONS. NO OTHER WARRANTIES OF ANY KIND ARE MADE BY SELLER AND SELLER EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES TO THE FULLEST EXTENT PERMITTED BYLAW, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PURPOSE. Purchaser's exclusive remedies for breach of this express warranty with respect to any non conforming Material shall be limited solely, at the option of Seller, to (i) replacement of the non-conforming Material to the F.O.B. delivery point or (ii) the cost to replace the non-conforming Material to the F.O.B. delivery point. Seller shall be given a reasonable opportunity to investigate and cure any non-conformance. Seller's breach of warranty obligation shall not extend beyond the last to occur of: One (1) year following substantial completion of the Project for which the MQ applies or one (1) year from the last delivery of Material under this MQ. Seller's liability for any other breach of this MQ shall be limited to the difference between the delivered price of the Material covered hereby and the market price of such Material at the F.O.B. point specified above. In no event shall Seller be liable for loss of profit, delay or any incidental or consequential damages.

**12. EXCLUSIVE TERMS AND CONDITIONS; MODIFICATION:** No terms and conditions other than those stated herein and no agreement or understanding in any way purporting to modify these terms and conditions shall be binding on Seller unless made in writing and signed by Seller. Seller hereby objects to and rejects any and all additional or different terms proposed by Purchaser, whether verbal, contained in Purchaser's purchase order or shipping release forms.

**13. WARNING:** This product contains Crystalline Silica (Quartz). Crystalline Silica is a common, naturally occurring mineral found in sand and rock. Prolonged and repeated breathing of Crystalline Silica dust may cause respiratory and other health problems, including Lung Disease, Silicosis and Cancer, which may result in permanent injury or death. Before using or handling this product, read the Material Safety Data Sheet for more detailed information including information on appropriate respiratory protection. MSDS sheets are available at [www.graniteconstruction.com](http://www.graniteconstruction.com) or by contacting your local office.

**14. PROPOSITION 65 NOTICE:** THE FOLLOWING APPLIES TO CALIFORNIA ONLY; THIS PRODUCT CONTAINS CHEMICALS KNOWN TO THE STATE OF CALIFORNIA TO CAUSE CANCER, BIRTH DEFECTS OR OTHER REPRODUCTIVE HARM.

**Granite Construction Company**

**PURCHASER**

By: \_\_\_\_\_

**McAbee, Angela**

**Job Title: Material Sales Coordinator**

**Office: +1 661 3877705**

**Mobile: +1 661 3313215**

**Fax:**

**Email: [angela.mcabee@gcinc.com](mailto:angela.mcabee@gcinc.com)**

By: \_\_\_\_\_

Title: \_\_\_\_\_

PO/Job#: \_\_\_\_\_

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**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

DIR # 1000014382

COMPANY: Granite ATTN: Estimating

BID DATE: 10-13-15

PROJECT NAME: Caltrans 09-360604 – Hwy 395 Overlay SR-270 north to Bridgeport

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 (per ton):** (1) 1,075 Tons of PG58-34M@ \$656 per Ton (Index-5%).
- **Item # Freight Only (per ton):** \$61.56 to Lee Vining.
- **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. 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: \_\_\_\_\_

LMS & LMN Name | Signature | Date: \_\_\_\_\_



**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**

**Standard Rental Rates for 2015 – 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" (2) 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.
Super Tens (4)	\$88 per hr +	\$105 per hr outside 100 mile radius of Ontario+2 Hrs Travel
Strong Arms (4)	\$95 per hr	\$110 per hr outside 100 mile radius of Ontario+2 Hrs Travel
RGN or Lowboys (3) (equip. transport)	\$135 per hr portal to portal	RGN trailers up to 50 ton.
Flatbeds (K-Rail etc) (4)	\$95 per hr portal to portal	\$105 per hr outside 100 mile radius
Oil Tankers (4)	\$100 per hr portal to portal	4 hr min
Dry Van Tractors (3)	\$95 per hr portal to portal	\$100 per hr outside 100 mile radius



**LMS TRANSPORT**  
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[orders@la-grinding.com](mailto:orders@la-grinding.com)**

**2751 Avalon St, Jurupa Valley, Ca 92509**

**UDBE # 38327 | SBE# 1770011**



**UDBE # 40561 | SBE# 1795213**

**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



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**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**

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

STATE OF CALIFORNIA • DEPARTMENT OF TRANSPORTATION  
**DBE GOOD FAITH EFFORTS DOCUMENTATION**  
 DES-OE-0102.11A (REV 12/2014)

Bidder's Name: Herback General Engineering  
 Contract No.: 09-360604

4. Describe the Bidder's outreach efforts to identify and solicit the interest of all certified DBEs that have the capability to perform the work of the Contract. Provide copies of supporting documents.

Description of Outreach	Dates	Location (if applicable)	Results
Subnet	September 25, 2015		DBE Outreach
MBDA	September 25, 2015		DBE Outreach
Caltrans website	September 25, 2015		DBE Outreach
Bidsync	September 25, 2015		DBE Outreach

5. Describe the Bidder's 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 DBEs assisted, the type of information provided, and the date of the contracts. Provide copies of supporting documents.

Herback General Engineering sent an Invitation to Bid along with the bid item list to DBE firms in addition to advertising. Within the advertisements and Invitation to Bid, Herback directed DBE firms to the Caltrans website and Herback's website to view and/or download the plans and specifications. Plans and specifications were provided upon request and our estimator was available to discuss any questions.

6. Describe the Bidder's efforts made to assist interested DBEs in obtaining bonding, lines of credit, or insurance. Identify the DBEs assisted, the type of assistance offered, and the dates. Provide copies of supporting documents.

Herback's advertising and Invitations to Bid state Herback's availability to provide these items to interested subcontractors and our estimator is available to discuss any questions or problems. We are always open to any discussion of these matters. None was requested.

7. Describe the Bidder's efforts made to assist interested DBEs in obtaining necessary equipment, supplies, materials, or related assistance or services, excluding supplies and equipment the DBE purchases or leases from the prime contractor or its affiliate. Identify the DBEs assisted, the type of assistance offered, and the dates. Provide copies of supporting documents. 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.

Herback's advertisements and Invitations to Bid state Herback's availability to provide these items to interested subcontractors and our estimator is available to discuss any questions or problems. We are always open to any discussion of these matters. None were requested.

8. 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.

On September 25, 2015 we advertised with SBA, MBDA, Caltrans and Bidsync requesting DBE quotes.  
 On October 2, 2015 we sent Invitations to Bid to qualified DBE firms  
 On October 2, 2015 we sent Invitations to Bid to the interested parties listed on the Caltrans website Opt-In Records

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

NOTE: USE ADDITIONAL SHEETS OF PAPER IF NECESSARY.

**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.

### Display Solicitation Record

**Your solicitation has been entered in SUB-Net database. Thank you very much!**

Prime's Name: **Herback General Engineering**

Contact: **Peter Griffin**

Address 1: **2531 Nowlin Road**

Address 2:

City: **MINDEN** State: **NV**

Zip: **89423** Zip+4:

Phone: **775-267-6800**

Fax: **775-267-6801**

Email: [pgriffin@herback.net](mailto:pgriffin@herback.net)

Seeking: • **US Department Of Transportation Disadvantaged Business Enterprise (DBE)**

- **Small Disadvantaged Business (SDB)**
- **Women Owned Small Business (WOSB)**
- **Hubzone Small Business (HUBZSB)**
- **Veteran Owned Small Business (VOSB)**
- **Historically Black Colleges and Universities and Minority Institutions (HBCU & MI)**
- **Other Small Business**
- **Service-Disabled Veteran-Owned Small Business(SD-VOSB)**

Description: **Herback General Engineering is seeking quotes from certified DBE / MBE / WBE / UDBE / SBE subcontractors and suppliers for the Caltrans 09-360604, Cold Plane Asphalt Concrete Pavement and Place HMA project, bidding on October 13, 2015. We are seeking quotes for the following items of work, including but not limited to the following: Aggregates; Asphalt; Asphalt Oil Supply / Asphalt Binder; Construction Area Signs; Erosion Control - Temp. BMP's; Guardrail System; Lead Compliance Plan; Painted Traffic Striping and Marking; Cold Plane Asphalt; Roadway Excavation; Geosynthetic Pavement Interlayer; Alternative In-Line Terminal System; Alternative Flared Terminal System; Portable Changeable Message Signs; Traffic Control; Trucking; WPCP; Flashing Beacon; Street Sweeping; Shoulder Backing; Tack Coat; Inductive Loop Detector. We are an equal opportunity employer. All quotes will be considered without regard to race, color, religion, sex, or national origin. Quotations will be broken down into comparable packages as reasonably necessary. Inquire about possible training opportunities and employment of lower income persons. We will require that all participating companies possess a current contractor's license, carry Workers Compensation & Liability Insurance and be bonded. See specifications for exact insurance requirements and verbiage. We will assist with obtaining insurance, bonds or lines of credit, equipment, supplies or materials necessary to participate in this project. If 3rd tier Subcontractors are being used, they must be noted on the quote and only perform no more than 0.05% of the scope of work being quoted. Plans/Specs available for viewing at our office: 2531 Nowlin Road, Minden, NV, available online on Herback's website at <http://www.herback.net/open-bids-herback-general-engineering.asp> or through the Caltrans website at**

**[http://www.dot.ca.gov/hq/esc/oe/project\\_ads\\_addenda/09/09-360604/](http://www.dot.ca.gov/hq/esc/oe/project_ads_addenda/09/09-360604/) for scope of work. If you have any questions contact Peter Griffin (775) 267-6800 / [pgriffin@herback.net](mailto:pgriffin@herback.net) or fax your bid to (775) 267-6801.**

NAICS Code: **237310**  
**237990**

Place of performance: **CA - California**

Prime Sol. Number:

Subcontract Sol.  
Number: **09-360604**

Bid Closing Date: **10/13/2015**

Time: **2:00 PM PDT**

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**Offer Overview**  
**Herback General Engineering**

The following is a summary of the information you have submitted into the Opportunity Database. If you would like to add or modify any of the information below, please click the "Edit" link corresponding to the section you would like to edit.

Please keep in mind that for your Opportunity to be complete and active, you must complete the Contact Information, Offer Information (with today's date falling between the open and close dates), Bond Information, Location Information, as well as supply at least one SIC or NAICS code.

**\* Required Fields**

<b>OPPORTUNITY STATUS</b>	
Current Status:	Active <input type="button" value="v"/>
Last Modified Date:	September 25, 2015
Last Modified By:	Greg Herback
<b>SPECIAL INITIATIVE PROGRAMS</b> <span style="float:right">[Edit]</span>	
Is this opportunity related to Special Initiative Programs?	
<b>OPPORTUNITY INFORMATION</b> <span style="float:right">[Edit]</span>	
* First Name:	Peter
* Last Name:	Griffin
* Telephone:	775-267-6800
Fax:	775-267-6801
Email Address:	pgriffin@herback.net
* Date Open:	September 25, 2015
* Date Closed:	October 13, 2015
* Opportunity Title:	Cold Plane Asphalt Concrete Pvrmt & Place HMA
* Solicitation ID:	09-360604
* Contract Value Amount:	\$0
* Estimated Contract Duration:	1 - 3 Months
* Opportunity Type:	State Government
* Offer Description:	Herback General Engineering is seeking quotes from certified DBE / MBE / WBE / UDBE / SBE subcontractors and suppliers for the Caltrans 09-360604, Cold Plane Asphalt Concrete Pavement and Place HMA project, bidding on October 13, 2015. We are seeking quotes for the following items of work, including but not limited to the following: Aggregates; Asphalt; Asphalt Oil Supply / Asphalt Binder; Construction Area Signs; Erosion Control - Temp. BMP's; Guardrail System; Lead Compliance Plan; Painted Traffic Striping and Marking; Cold Plane Asphalt; Roadway Excavation; Geosynthetic Pavement Interlayer; Alternative In-Line Terminal System; Alternative Flared Terminal System; Portable Changeable Message Signs; Traffic Control; Trucking; WPCP; Flashing Beacon; Street Sweeping; Shoulder Backing; Tack Coat; Inductive Loop Detector. We are an equal opportunity employer. All quotes will be considered without regard to race, color, religion, sex, or national origin. Quotations will be broken down into comparable packages as reasonably necessary. Inquire about possible training opportunities and employment of lower income persons. We will require that all participating companies possess a current contractors license, carry Workers Compensation & Liability Insurance and be bonded. See specifications for exact insurance requirements and verbiage. We will assist with obtaining insurance, bonds or lines of credit, equipment, supplies or materials necessary to participate in this project. If 3rd tier Subcontractors are being used, they must be noted on the quote and only perform no more than 0.05% of the scope of work being quoted. Plans/Specs available for viewing at our office: 2531 Nowlin Road, Minden, NV, available online on Herback's website at <a href="http://www.herback.net/open-bids-herback-general-engineering.asp">http://www.herback.net/open-bids-herback-general-engineering.asp</a> or through the Caltrans website at <a href="http://www.dot.ca.gov/hq/esc/oe/project_ads_addenda/09/09-360604/">http://www.dot.ca.gov/hq/esc/oe/project_ads_addenda/09/09-360604/</a> for scope of work. If you have any questions contact Peter Griffin (775) 267-6800 / pgriffin@herback.net or fax your bid to (775) 267-6801.
* Keywords:	Paving
* Bond Request:	Unknown
Bond Amount:	Not Specified
<b>* INDUSTRY CODES</b> <span style="float:right">[Edit]</span>	
NAICS:	23 - Construction 234 - Heavy Construction 23499 - All Other Heavy Construction 23411 - Highway and Street Construction 2349 - Other Heavy Construction 2341 - Highway, Street, Bridge, and Tunnel Construction
<b>* LOCATION INFORMATION</b> <span style="float:right">[Edit]</span>	
Bridgeport, California 93517 USA	
Return to Company Details	

Thank you for participating in the  
Minority Business Development Agency's Opportunity program.

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The Minority Business Development Agency (MBDA)



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Listing for all primes seeking assistance with project 09-360604. 1 results found.

---

**Contractor:** Herback General Engineering **Contact:** Peter Griffin

**Address:** 2531 Nowlin Road Minden, NV 89423

**Phone:** 775 267-6800 **Fax:** 775 267-6801 **Email:** [pgriffin@Herback.net](mailto:pgriffin@Herback.net)

**Services needed:** Herback General Engineering is seeking quotes from certified DBE / MBE / WBE / UDBE / SBE subcontractors and suppliers for the Caltrans 09-360604, Cold Plane Asphalt Concrete Pavement and Place HMA project, bidding on October 13, 2015. We are seeking quotes for the following items of work, including but not limited to the following: Aggregates; Asphalt; Asphalt Oil Supply / Asphalt Binder; Construction Area Signs; Erosion Control - Temp. BMP's; Guardrail System; Lead Compliance Plan; Painted Traffic Striping and Marking; Cold Plane Asphalt; Roadway Excavation; Geosynthetic Pavement Interlayer; Alternative In-Line Terminal System; Alternative Flared Terminal System; Portable Changeable Message Signs; Traffic Control; Trucking; WPCP; Flashing Beacon; Street Sweeping; Shoulder Backing; Tack Coat; Inductive Loop Detector.

**Requirements:** We are an equal opportunity employer. All quotes will be considered without regard to race, color, religion, sex, or national origin. Quotations will be broken down into comparable packages as reasonably necessary. Inquire about possible training opportunities and employment of lower income persons. We will require that all participating companies possess a current contractor's license, carry Workers Compensation & Liability Insurance and be bonded. See specifications for exact insurance requirements and verbiage. We will assist with obtaining insurance, bonds or lines of credit, equipment, supplies or materials necessary to participate in this project. If 3rd tier Subcontractors are being used, they must be noted on the quote and only perform no more than 0.05% of the scope of work being quoted. Plans/Specs available for viewing at our office: 2531 Nowlin Road, Minden, NV, available online on Herback's website at <http://www.herback.net/open-bids-herback-general-engineering.asp> or through the Caltrans website at [http://www.dot.ca.gov/hq/esc/oe/project\\_ads\\_addenda/09/09-360604/](http://www.dot.ca.gov/hq/esc/oe/project_ads_addenda/09/09-360604/) for scope of work. If you have any questions contact Peter Griffin (775) 267-6800 / [pgriffin@herback.net](mailto:pgriffin@herback.net) or fax your bid to (775) 267-6801.

**Date posted:** 09/25/2015



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**Contact us**  
or call 800-990-9339

**Bid #09-360604 - Cold Plane Asphalt Concrete Pavement and Place Hot Mix Asphalt**



State of California, CA Transportation, Department of (Caltrans)

Time left: 18 days, 2 hrs  
 Bid started: Sep 21, 2015 10:06:39 AM PDT  
 Bid ends: Oct 13, 2015 2:00:00 PM PDT

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**Bid #09-360604 - Cold Plane Asphalt Concrete Pavement and Place Hot Mix Asphalt**

IFB

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Description	Contact info	Dates
<b>Prime seeking Subs - Cold Plane Asphalt Concrete Pvmt &amp; Place HMA</b> <a href="#">Hide ad</a> <a href="#">Update ad</a>		
Herback General Engineering is seeking quotes from certified DBE / MBE / WBE / UDBE / SBE subcontractors and suppliers for the Caltrans 09-360604, Cold Plane Asphalt Concrete Pavement and Place HMA project, bidding on October 13, 2015. We are seeking quotes for the following items of work, including but not limited to the following:  Aggregates; Asphalt; Asphalt Oil Supply / Asphalt Binder; Construction Area Signs; Erosion Control - Temp. BMP's; Guardrail System; Lead Compliance Plan; Painted Traffic Striping and Marking; Cold Plane Asphalt; Roadway Excavation; Geosynthetic Pavement Interlayer; Alternative In-Line Terminal System; Alternative Flared Terminal System; Portable Changeable Message Signs; Traffic Control; Trucking; WPCP; Flashing Beacon; Street Sweeping; Shoulder Backing; Tack Coat; Inductive Loop Detector.  We are an equal opportunity employer. All quotes will be considered without regard to race, color, religion, sex, or national origin. Quotations will be broken down into comparable packages as reasonably necessary. Inquire about possible training opportunities and employment of lower income persons. We will require that all participating companies possess a current contractor's license, carry Workers Compensation & Liability Insurance and be bonded. See specifications for exact insurance requirements and verbiage. We will assist with obtaining insurance, bonds or lines of credit, equipment, supplies or materials necessary to participate in this project. If 3rd tier Subcontractors are being used, they must be noted on the quote and only perform no more than 0.05% of the scope of work being quoted. Plans/Specs available for viewing at our office: 2531 Nowlin Road, Minden, NV, available online	Herback General Engineering Peter Griffin pgriffin@herback.net 775-267-6800	Response Deadline: Oct 12, 2015 11:00:00 PM PDT Ad created: Sep 25, 2015 11:02:50 AM PDT Ad updated: Sep 25, 2015 11:02:50 AM PDT
<span>1</span> Results per page: <span>5</span>		

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# **HERBACK**

## **GENERAL ENGINEERING**

NV Lic. # 33090A  
CA Lic. # 486035

2531 Nowlin Road  
Minden, NV 89423

Telephone: 775-267-6800  
Fax: 775-267-6801

---

### **INVITATION TO BID**

**We are seeking certified and qualified DBE / WBE / MBE / UDBE / SBE subcontractors and/or suppliers for:**

Aggregates; Asphalt; Asphalt Oil Supply / Asphalt Binder; Construction Area Signs; Erosion Control Temp. BMP's; Guardrail System; Lead Compliance Plan; Painted Traffic Striping and Marking; Cold Asphalt; Roadway Excavation; Geosynthetic Pavement Interlayer; Alternative In-Line Terminal System; Alternative Flared Terminal System; Portable Changeable Message Signs; Traffic Control; Trucking; WPCP; Flashing Beacon; Street Sweeping; Shoulder Backing; Tack Coat; Inductive Loop Detector.

**Project:** Construction on State Highway in Mono County from Route 270 to 0.1 Mile North of Jack Sawyer Road

**Owner:** Caltrans 09-360604

**Description:** Cold plane asphalt concrete pavement and place hot mix asphalt

**Location:** Mono County

**Bid Date:** October 13, 2015

**Addendum:** No. 1 dated 10/2/2015

**Bid Items:** See Attached

**Contact:** Please return this form, via fax, to (775) 267-6801 with a copy of your certification to the attention of Peter Griffin

**\*\*\*\*\* PLEASE SEND ADVANCED SCOPE LETTERS \*\*\*\*\***

*Quotations will be broken down into comparable packages as reasonably necessary. All quotes will be considered without regard to race, color, religion, sex, or national origin. 100% performance and payment bonds may be required for the full amount of subcontract price. Subcontractors must possess a current contractor's license, insurance and worker's compensation coverage meeting HGE's requirements and will be required to sign the standard HGE Subcontract Agreement. See specifications and contract for exact insurance verbiage. We will assist with obtaining insurance, bonds or lines of credit, equipment, supplies or materials necessary to participate in this project. Plans and specifications are available for viewing at our office 2531 Nowlin Road, Minden, NV 89423 or available on-line at:*

• <http://www.herback.net/open-bids-herback-general-engineering.asp>  
[http://www.dot.ca.gov/hq/esc/oe/project\\_ads\\_addenda/09/09-360604/](http://www.dot.ca.gov/hq/esc/oe/project_ads_addenda/09/09-360604/)

**HGE IS AN EQUAL OPPORTUNITY EMPLOYER**

**HERBACK**  
**GENERAL ENGINEERING**

NV Lic. # 33090A  
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2531 Nowlin Road  
Minden, NV 89423

Telephone: 775-267-6800  
Fax: 775-267-6801

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**INVITATION TO BID**

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**Contact:** Please return this form, via fax, to (775) 267-6801 with a copy of your certification to the attention of **Peter Griffin**

---

**PARTICIPATION RESPONSE FORM:**

( ) Yes, we can participate in this contract

TYPE OF SERVICE OR SUPPLIES: \_\_\_\_\_

( ) Sorry, we cannot participate in the contract

\_\_\_\_\_  
Print Name of Business

\_\_\_\_\_  
Print Name of Contact

\_\_\_\_\_  
Signature

Dated: \_\_\_\_\_

**BID ITEM LIST**  
**09-360604**

Item No.	Item Code	Item Description	Unit of Measure	Estimated Quantity	Unit Price	Item Total
1	070030	LEAD COMPLIANCE PLAN	LS	LUMP SUM	LUMP SUM	
2	120090	CONSTRUCTION AREA SIGNS	LS	LUMP SUM	LUMP SUM	
3	120100	TRAFFIC CONTROL SYSTEM	LS	LUMP SUM	LUMP SUM	
4	120200	FLASHING BEACON (PORTABLE)	EA	2		
5	128652	PORTABLE CHANGEABLE MESSAGE SIGN (LS)	LS	LUMP SUM	LUMP SUM	
6	130100	JOB SITE MANAGEMENT	LS	LUMP SUM	LUMP SUM	
7	130200	PREPARE WATER POLLUTION CONTROL PROGRAM	LS	LUMP SUM	LUMP SUM	
8	130620	TEMPORARY DRAINAGE INLET PROTECTION	EA	7		
9	130640	TEMPORARY FIBER ROLL	LF	41,900		
10	130650	TEMPORARY GRAVEL BAG BERM	LF	200		
11	130730	STREET SWEEPING	LS	LUMP SUM	LUMP SUM	
12	141120	TREATED WOOD WASTE	LB	5,560		
13	150661	REMOVE GUARDRAIL	LF	530		
14	152438	ADJUST FRAME AND COVER TO GRADE	EA	3		
15	152440	ADJUST MANHOLE TO GRADE	EA	2		
16	153103	COLD PLANE ASPHALT CONCRETE PAVEMENT	SQYD	119,000		
17	190101	ROADWAY EXCAVATION	CY	420		
18	190185	SHOULDER BACKING	TON	4,190		
19	260203	CLASS 2 AGGREGATE BASE (CY)	CY	150		
20	390132	HOT MIX ASPHALT (TYPE A)	TON	22,700		

Item No.	Item Code	Item Description	Unit of Measure	Estimated Quantity
21	391006	ASPHALT BINDER (GEOSYNTHETIC PAVEMENT INTERLAYER)	TON	110
22	393005	GEOSYNTHETIC PAVEMENT INTERLAYER (PAVING MAT)	SQYD	90,800
23	397005	TACK COAT	TON	56
24	832006	MIDWEST GUARDRAIL SYSTEM (STEEL POST)	LF	420
25	839584	ALTERNATIVE IN-LINE TERMINAL SYSTEM	EA	2
26	839585	ALTERNATIVE FLARED TERMINAL SYSTEM	EA	2
27	840656	PAINT TRAFFIC STRIPE (2-COAT)	LF	96,800
28	840666	PAINT PAVEMENT MARKING (2-COAT)	SQFT	410
29	860090	MAINTAINING EXISTING TRAFFIC MANAGEMENT SYSTEM ELEMENTS DURING CONSTRUCTION	LS	LUMP SUM
30	860807	INDUCTIVE LOOP DETECTOR (LS)	LS	LUMP SUM

Home → Contract Awards and Services → Opt-in Records

# Opt-in Records

## Search Results: Opt-in's on 09-360604

8 Opt-in records found.

09-360604	A.C. DIKE CO	
	2788 VENTURE DR LINCOLN, CA, 95648	
	Phone: 9163-645-7747	Fax Number: 916-645-9618
	Disadvantaged status: DBE	
	Services offered: Place shoulder backing.	
09-360604	Midstate Barrier, Inc.	
	3291 S. Hwy 99 Stockton, CA 95215	
	Phone: 209-944-9565	Fax Number: 209-944-9569 466
	Disadvantaged status:	
Services offered:		
09-360604	Statewide Traffic Safety & Signs, Inc.	
	4400 State Road Bakersfield, CA, 93308	
	Phone: 661-834-5324	Fax Number: 661-834-1073 461
	Disadvantaged status:	
	Services offered: Statewide Traffic Safety and Signs designs, manufactures, sells, rents and installs active and passive traffic control systems. We have the capabilities to remove, reset, relocate, furnish and install these systems in all temporary or permanent applications. Our scope includes Construction Area Signs, Traffic Control Flagging, Flashing Arrow Signs, Changeable Message Signs, Extinguishable Message Signs, Rapid Flash Beacons (RRFB), Flashing LED Signs, Crosswalk Systems, Pedestrian Safety Systems, Guardrail Material, Midwest Guardrail System (MGS), Flared Terminal Systems, In-Line Terminal Systems, Alternative Temporary Crash Cushion Systems, Alternative Permanent Crash Cushion Systems, Armor Guard Barrier, Armor Guard Gate, Roadside Signs/Posts/Structures, Overhead Signs/Structures, Traffic Cones, Barricades, Channelizers, Delineators, Object Markers, Pavement Markers, Thermoplastic and pre-form materials. Locations Servicing California and Nevada: Arcata, Redding, Fairfield, San Jose, Sacramento, Fresno, Bakersfield, Nipomo, Garden Grove, Poway, Riverside and Las Vegas.	
09-360604	Pavement Recycling Systems	
	10240 San Sevain Way Mira Loma Ca 91752	
	Phone: 951-682-1091	Fax Number: 951-682-1094

Faxed 10/2/15  
Yes

Faxed 10/2/15

Faxed 10/2/15

Faxed 10/2/15

	Disadvantaged status:
	Services offered: COLD PLANE/ROADWAY EX
09-360604	Scheduling and Information Services, Inc. PO Box 174 Stevenson, WA. 98648 Phone: (509) 427-4474 Fax Number: (866) 840-6786 Disadvantaged status: DBE SBE Services offered:
09-360604	Anrak Corporation 5820 mayhew rd Sacramento, CA , 95827 Phone: (916)383-5030 Fax Number: (916)383-8090 468 Disadvantaged status: SBE Services offered: Cold Plane
09-360604	Chrisp Company 43650 Osgood Road Fremont, Ca. 94539 Phone: 510.656.2840 Fax Number: 510.656.2397 469 Disadvantaged status: Services offered:
09-360604	KRC SAFETY CO., INC 7821 W Sunnyview Ave. Visalia, Ca. 93291 Phone: 559-732-0393 Fax Number: 559-732-2684 Disadvantaged status: DBE SBE Services offered: KRC Safety Company is a family owned one stop shop for all of your temporary traffic control needs, erosion control and traffic sign needs. KRC's scope of work includes, but not limited to, Construction Area Signs, Traffic Control and Flagging, Flashing Arrow Signs, Portable Changeable Message Signs, temporary Crash Cushions, K-rail, Temporary Flashing Beacons, Alternative Crash Cushion Systems, Roadside Signs and Posts, Traffic Cones, Barricades, Channelizers, Delineators, Object Markers, Pavement Markers, paint of all varieties, low bed and flat bed trucking services. While many companies have come and gone within the years KRC Safety is proud to say we have been providing excellent service for the entire state of California since 1977, give us a try on your next project. KRC is a DBE, MBE and SBE.

*Faxed 10/2/15*

*Faxed 10/2/15*

*Faxed 10/2/15*

*Faxed 10/2/15*

ACTIVITY REPORT

TIME : 10/02/2015 10:33  
 NAME : HERBACK GENERAL ENG  
 FAX : 7752676801  
 TEL : 7752676800  
 SER.# : BROF9J942936

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	09/30	12:22	154	15	01	OK	RX ECM
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	10/01	12:48	9166868875	40	02	OK	RX ECM
	10/01	13:10	9094780019	19	01	OK	RX ECM
	10/01	13:39	4459102	23	02	OK	RX ECM
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 RET : RETRIEVAL

ACTIVITY REPORT

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ACTIVITY REPORT

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BUSY: BUSY/NO RESPONSE  
 NG : POOR LINE CONDITION / OUT OF MEMORY  
 CV : COVERPAGE  
 POL : POLLING  
 RET : RETRIEVAL

## Michelle

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**From:** Michelle [mtaylor@herback.net]  
**Sent:** Monday, October 05, 2015 10:31 AM  
**To:** '6riversconstruction@gmail.com'; 'Daryl Vorne'; 'debbieh@alertolite.com'; 'tomkoprek@yahoo.com'; 'deni@sti.com'; 'paustin@austin-enterprise.com'; 'bsalaz@bertsalasinc.com'; 'debbie@cmtinc.com'; 'jim@cpconstructors.com'; 'Elisa Robinson'; 'davetrucksweep@gmail.com'; 'ronnie@enortraffic.com'; 'clbrooks@sbcglobal.net'; 'tim mehta'; 'jkaufman@firstfuel.net'; 'flashwbe@outlook.com'; 'forcetraffic@earthlink.net'; 'roxanne.medina@att.net'; 'lmartinez@fresnolandscapenet.net'; 'wcarolyneg@earthlink.net'; 'karen@imaginationmetals.com'; 'Claudia Chambers'; 'garyc@kracsafety.com'; 'calebh@kracsafety.com'; 'estimating@theswppfirm.com'; 'mariamneri@yahoo.com'; 'Nitta Erosion Control'; 'bruceetortiz@aol.com'; '4pvaz@softcom.net'; 'rebecca@payco.biz'; 'cplum@pcnconstructioninc.com'; 'poundstone@mac.com'; 'rcande@pacbell.net'; 'dschotka@aol.com'; 'sjdinc@att.net'; 'jpusic@smsalesinc.com'; 'cecilia@socaltraffic.net'; 'steve@strhoadesinc.com'; 'morgan@superiorhydroseeding.net'; 'tandsdvbe@yahoo.com'; 'cctanney@gmail.com'; 'tonyb@totalbarricade.com'; 'tvce@tvce.biz'; 'robin tully'; 'nancy@ugeecs.com'; 'vvilla@westpacificelectriccompany.com'; 'deborah@wtbinc.org'  
**Subject:** Caltrans 09-360604 - Invitation to Bid  
**Attachments:** Bid Invite.pdf; Bid Items.pdf

### Tracking:

Recipient	Read
'6riversconstruction@gmail.com'	
'Daryl Vorne'	
'debbieh@alertolite.com'	
'tomkoprek@yahoo.com'	
'deni@sti.com'	
'paustin@austin-enterprise.com'	
'bsalaz@bertsalasinc.com'	
'debbie@cmtinc.com'	
'jim@cpconstructors.com'	Read: 10/5/2015 11:26 AM
'Elisa Robinson'	
'davetrucksweep@gmail.com'	
'ronnie@enortraffic.com'	Read: 10/5/2015 2:25 PM
'clbrooks@sbcglobal.net'	
'tim mehta'	
'jkaufman@firstfuel.net'	
'flashwbe@outlook.com'	Read: 10/5/2015 10:46 AM
'forcetraffic@earthlink.net'	
'roxanne.medina@att.net'	
'lmartinez@fresnolandscapenet.net'	
'wcarolyneg@earthlink.net'	
'karen@imaginationmetals.com'	
'Claudia Chambers'	
'garyc@kracsafety.com'	
'calebh@kracsafety.com'	
'estimating@theswppfirm.com'	
'mariamneri@yahoo.com'	
'Nitta Erosion Control'	
'bruceetortiz@aol.com'	
'4pvaz@softcom.net'	
'rebecca@payco.biz'	
'cplum@pcnconstructioninc.com'	Read: 10/5/2015 11:24 AM

Recipient	Read
'poundstone@mac.com'	
'rcande@pacbell.net'	
'dschotka@aol.com'	
'sjdinc@att.net'	
'jpusic@smsalesinc.com'	Read: 10/5/2015 10:53 AM
'cecilia@socaltraffic.net'	Read: 10/5/2015 12:13 PM
'steve@strhoadesinc.com'	Read: 10/8/2015 2:34 PM
'morgan@superiorhydroseeding.net'	
'tandsdvbe@yahoo.com'	
'cctanney@gmail.com'	
'tonyb@totalbarricade.com'	
'tvce@tvce.biz'	Read: 10/5/2015 12:03 PM
'robin tully'	
'nancy@ugeecs.com'	
'villla@westpacificelectriccompany.com'	
'deborah@wtbinc.org'	

Hello,

We are bidding the Caltrans "Construction on State Highway in Mono County from Route 270 to 0.1 Mile North of Jack Sawyer Road" project as a Prime Contractor on October 13, 2015. I have attached an Invitation to Bid for the project including bid items, please fill out the form and return it to me either through fax 775-267-6801 or email [mtaylor@herback.net](mailto:mtaylor@herback.net).

You can view the plans and specs online through our website at:

- [http://www.dot.ca.gov/hq/esc/oe/project\\_ads\\_addenda/09/09-360604/](http://www.dot.ca.gov/hq/esc/oe/project_ads_addenda/09/09-360604/)

Should you have any questions or need additional information, please contact Peter Griffin at 775-267-6800 or via email at [pgriffin@herback.net](mailto:pgriffin@herback.net).

If you could please let us know if you will be bidding or not, we would appreciate it as it alleviates multiple phone calls to you.

Thank you,

Michelle Taylor  
 Herback General Engineering  
 2531 Nowlin Road  
 Minden, Nevada 89423  
 (775) 267-6800  
 (775) 267-6801 fax  
[www.herback.net](http://www.herback.net)

# HERBACK

## GENERAL ENGINEERING

NV Lic. # 33090A  
CA Lic. # 486035

2531 Nowlin Road  
Minden, NV 89423

Telephone: 775-267-6800  
Fax: 775-267-6801

### INVITATION TO BID

**We are seeking certified and qualified DBE / WBE / MBE / UDBE / SBE subcontractors and/or suppliers for:**

Aggregates; Asphalt; Asphalt Oil Supply / Asphalt Binder; Construction Area Signs; Erosion Control Temp. BMP's; Guardrail System; Lead Compliance Plan; Painted Traffic Striping and Marking; Cold Asphalt; Roadway Excavation; Geosynthetic Pavement Interlayer; Alternative In-Line Terminal System; Alternative Flared Terminal System; Portable Changeable Message Signs; Traffic Control; Trucking; WPCP; Flashing Beacon; Street Sweeping; Shoulder Backing; Tack Coat; Inductive Loop Detector.

**Project:** Construction on State Highway in Mono County from Route 270 to 0.1 Mile North of Jack Sawyer Road

**Owner:** Caltrans 09-360604

**Description:** Cold plane asphalt concrete pavement and place hot mix asphalt

**Location:** Mono County

**Bid Date:** October 13, 2015

**Bid Items:** See Attached.

**Contact:** Please return this form, via fax, to (775) 267-6801 with a copy of your certification to the attention of Peter Griffin

*Ac Dike - Ac. Dike Co.*

**\*\*\*\*\* PLEASE SEND ADVANCED SCOPE LETTERS \*\*\*\*\***

Quotations will be broken down into comparable packages as reasonably necessary. All quotes will be considered without regard to race, color, religion, sex, or national origin. 100% performance and payment bonds may be required for the full amount of subcontract price. Subcontractors must possess a current contractor's license, insurance and worker's compensation coverage meeting HGE's requirements and will be required to sign the standard HGE Subcontract Agreement. See specifications and contract for exact insurance verbiage. We will assist with obtaining insurance, bonds or lines of credit, equipment, supplies or materials necessary to participate in this project. Plans and specifications are available for viewing at our office 2531 Nowlin Road, Minden, NV 89423 or available on-line at:

- <http://www.herback.net/open-bids-herback-general-engineering.asp>
- [http://www.dot.ca.gov/bq/esc/oe/project\\_ads\\_addenda/09/09-360604/](http://www.dot.ca.gov/bq/esc/oe/project_ads_addenda/09/09-360604/)

**HGE IS AN EQUAL OPPORTUNITY EMPLOYER**

***HERBACK***  
***GENERAL ENGINEERING***

NV Lic. # 33090A  
CA Lic. # 486035

2531 Nowlin Road  
Minden, NV 89423

Telephone: 775-267-6800  
Fax: 775-267-6801

---

***INVITATION TO BID***

**Project:** Construction on State Highway in Mono County from Route 270 to 0.1 Mile North of Jack Sawyer Road

**Owner:** Caltrans 09-360604

**Description:** Cold plane asphalt concrete pavement and place hot mix asphalt

**Location:** Mono County

**Bid Date:** October 13, 2015

**Bid Items:** See Attached

**Contact:** Please return this form, via fax, to (775) 267-6801 with a copy of your certification to the attention of **Peter Griffin**

---

**PARTICIPATION RESPONSE FORM:**

Yes, we can participate in this contract

TYPE OF SERVICE OR SUPPLIES: Lead Compliance Plan, WPCP

Sorry, we cannot participate in the contract

**Appian UDBE SWPPP**

Print Name of Business



Signature

**Thomas Koprek (510) 854-9402**

Print Name of Contact

Dated: 10-5-2015

10/02/2015 11:04 7752676801

HERBACK GENERAL ENG

PAGE 02/04

# **HERBACK**

## **GENERAL ENGINEERING**

NV Lic. # 33090A  
CA Lic. # 486035

2531 Newlin Road  
Minden, NV 89423

Telephone: 775-267-6800  
Fax: 775-267-6801

### **INVITATION TO BID**

**Project:** Construction on State Highway in Mono County from Route 270 to 0.1 Mile North of Jack Sawyer Road

**Owner:** Caltrans 09-360604

**Description:** Cold plane asphalt concrete pavement and place hot mix asphalt

**Location:** Mono County

**Bid Date:** October 13, 2015

**Bid Items:** See Attached

**Contact:** Please return this form, via fax, to (775) 267-6801 with a copy of your certification to the attention of **Peter Griffin**

### **PARTICIPATION RESPONSE FORM:**

( ) Yes, we can participate in this contract

TYPE OF SERVICE OR SUPPLIES:

Erosion Control

~~Sorry, we cannot participate in the contract~~

J&M Land Restoration

Print Name of Business

Print Name of Contact

John Juth  
Signature

Dated:

10/2/15

# HERBACK

## GENERAL ENGINEERING

NV Lic. # 33090A  
CA Lic. # 486035

2531 Nowlin Road  
Minden, NV 89423

Telephone: 775-267-6800  
Fax: 775-267-6801

### INVITATION TO BID

**Project:** Construction on State Highway in Mono County from Route 270 to 0.1 Mile North of Jack Sawyer Road

**Owner:** Caltrans 09-360604

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**Bid Date:** October 13, 2015

**Bid Items:** See Attached

**Contact:** Please return this form, via fax, to (775) 267-6801 with a copy of your certification to the attention of Peter Griffin

### PARTICIPATION RESPONSE FORM:

( ) Yes, we can participate in this contract

TYPE OF SERVICE OR SUPPLIES: \_\_\_\_\_

Sorry, we cannot participate in the contract

MANERI TRAFFIC CONTROL  
Print Name of Business

OTILY AVILA  
Print Name of Contact

[Signature]  
Signature

Dated: 10/5/15

TRANSMISSION VERIFICATION REPORT

TIME : 10/02/2015 10:37  
NAME : HERBACK GENERAL ENG  
FAX : 7752676801  
TEL : 7752676800  
SER.# : BROF9J942936

DATE, TIME 10/02 10:37  
FAX NO./NAME 15102220972  
DURATION 00:00:00  
PAGE(S) 00  
RESULT BUSY  
MODE STANDARD

BUSY: BUSY/NO RESPONSE

***HERBACK***  
***GENERAL ENGINEERING***

NV Lic. # 33090A  
CA Lic. # 486035

2531 Nowlin Road  
Minden, NV 89423

Telephone: 775-267-6800  
Fax: 775-267-6801

---

***INVITATION TO BID***

***We are seeking certified and qualified DBE / WBE / MBE / UDBE / SBE subcontractors and/or suppliers for:***

Aggregates; Asphalt; Asphalt Oil Supply / Asphalt Binder; Construction Area Signs; Erosion Control Temp. BMP's; Guardrail System; Lead Compliance Plan; Painted Traffic Striping and Marking; Cold Asphalt; Roadway Excavation; Geosynthetic Pavement Interlayer; Alternative In-Line Terminal System; Alternative Flared Terminal System; Portable Changeable Message Signs; Traffic Control; Trucking; WPCP; Flashing Beacon; Street Sweeping; Shoulder Backing; Tack Coat; Inductive Loop Detector.

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***Description:*** Cold plane asphalt concrete pavement and place hot mix asphalt

***Location:*** Mono County

***Bid Date:*** October 13, 2015

***Bid Items:*** See Attached

***Contact:*** Please return this form, via fax, to (775) 267-6801 with a copy of your certification to the attention of ***Peter Griffin***

TRANSMISSION VERIFICATION REPORT

TIME : 10/02/2015 12:14  
NAME : HERBACK GENERAL ENG  
FAX : 7752676801  
TEL : 7752676800  
SER.# : BROF9J942936

DATE, TIME	10/02 12:14
FAX NO./NAME	19093861288
DURATION	00:00:00
PAGE(S)	00
RESULT	BUSY
MODE	STANDARD

BUSY: BUSY/NO RESPONSE

**HERBACK**  
**GENERAL ENGINEERING**

NV Lic. # 33090A  
CA Lic. # 486035

2531 Nowlin Road  
Minden, NV 89423

Telephone: 775-267-6800  
Fax: 775-267-6801

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***Owner:*** Caltrans 09-360604

***Description:*** Cold plane asphalt concrete pavement and place hot mix asphalt

***Location:*** Mono County

***Bid Date:*** October 13, 2015

***Bid Items:*** See Attached

***Contact:*** Please return this form, via fax, to (775) 267-6801 with a copy of your certification to the attention of Peter Griffin

TRANSMISSION VERIFICATION REPORT

TIME : 10/02/2015 12:16  
NAME : HERBACK GENERAL ENG  
FAX : 7752676801  
TEL : 7752676800  
SER. # : BROF9J942936

DATE, TIME	10/02 12:16
FAX NO./NAME	12318626879
DURATION	00:00:00
PAGE(S)	00
RESULT	BUSY
MODE	STANDARD

BUSY: BUSY/NO RESPONSE

**HERBACK**  
**GENERAL ENGINEERING**

NV Lic. # 33090A  
CA Lic. # 486035

2531 Nowlin Road  
Minden, NV 89423

Telephone: 775-267-6800  
Fax: 775-267-6801

---

**INVITATION TO BID**

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**Description:** Cold plane asphalt concrete pavement and place hot mix asphalt

**Location:** Mono County

**Bid Date:** October 13, 2015

**Bid Items:** See Attached

**Contact:** Please return this form, via fax, to (775) 267-6801 with a copy of your certification to the attention of **Peter Griffin**

TRANSMISSION VERIFICATION REPORT

TIME : 10/02/2015 11:30  
NAME : HERBACK GENERAL ENG  
FAX : 7752676801  
TEL : 7752676800  
SER.# : BROF9J942936

DATE, TIME 10/02 11:30  
FAX NO./NAME 17072656977  
DURATION 00:00:00  
PAGE(S) 00  
RESULT BUSY  
MODE STANDARD

BUSY: BUSY/NO RESPONSE

## ***HERBACK***

### **GENERAL ENGINEERING**

NV Lic. # 33090A  
CA Lic. # 486035

2531 Nowlin Road  
 Minden, NV 89423

Telephone: 775-267-6800  
Fax: 775-267-6801

---

### ***INVITATION TO BID***

***We are seeking certified and qualified DBE / WBE / MBE / UDBE / SBE subcontractors and/or suppliers for:***

Aggregates; Asphalt; Asphalt Oil Supply / Asphalt Binder; Construction Area Signs; Erosion Control Temp. BMP's; Guardrail System; Lead Compliance Plan; Painted Traffic Striping and Marking; Cold Asphalt; Roadway Excavation; Geosynthetic Pavement Interlayer; Alternative In-Line Terminal System; Alternative Flared Terminal System; Portable Changeable Message Signs; Traffic Control; Trucking; WPCP; Flashing Beacon; Street Sweeping; Shoulder Backing; Tack Coat; Inductive Loop Detector.

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***Location:*** Mono County

***Bid Date:*** October 13, 2015

***Bid Items:*** See Attached

***Contact:*** Please return this form, via fax, to (775) 267-6801 with a **copy of your certification** to the attention of Peter Griffin

TRANSMISSION VERIFICATION REPORT

TIME : 10/02/2015 11:31  
NAME : HERBACK GENERAL ENG  
FAX : 7752676801  
TEL : 7752676800  
SER.# : BROF9J942936

DATE, TIME	10/02 11:31
FAX NO./NAME	12098470169
DURATION	00:00:00
PAGE(S)	00
RESULT	BUSY
MODE	STANDARD

BUSY: BUSY/NO RESPONSE

***HERBACK***  
**GENERAL ENGINEERING**

NV Lic. # 33090A  
CA Lic. # 486035

2531 Nowlin Road  
Minden, NV 89423

Telephone: 775-267-6800  
Fax: 775-267-6801

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***Location:*** Mono County

***Bid Date:*** October 13, 2015

***Bid Items:*** See Attached

***Contact:*** Please return this form, via fax, to (775) 267-6801 with a copy of your certification to the attention of ***Peter Griffin***

TRANSMISSION VERIFICATION REPORT

TIME : 10/02/2015 11:24  
NAME : HERBACK GENERAL ENG  
FAX : 7752676801  
TEL : 7752676800  
SER.# : BROF9J942936

DATE, TIME	10/02 11:24
FAX NO./NAME	16263985551
DURATION	00:00:00
PAGE(S)	00
RESULT	BUSY
MODE	STANDARD

BUSY: BUSY/NO RESPONSE

## ***HERBACK***

### **GENERAL ENGINEERING**

NV Lic. # 33090A  
CA Lic. # 486035

2531 Nowlin Road  
Minden, NV 89423

Telephone: 775-267-6800  
Fax: 775-267-6801

---

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***Location:*** Mono County

***Bid Date:*** October 13, 2015

***Bid Items:*** See Attached

***Contact:*** *Please return this form, via fax, to (775) 267-6801 with a copy of your certification to the attention of Peter Griffin*

TRANSMISSION VERIFICATION REPORT

TIME : 10/02/2015 12:11  
NAME : HERBACK GENERAL ENG  
FAX : 7752676801  
TEL : 7752676800  
SER.# : BROF9J942936

DATE, TIME 10/02 12:11  
FAX NO./NAME 17148953792  
DURATION 00:00:00  
PAGE(S) 00  
RESULT BUSY  
MODE STANDARD

BUSY: BUSY/NO RESPONSE

***HERBACK***  
**GENERAL ENGINEERING**

NV Lic. # 33090A  
CA Lic. # 486035

2531 Nowlin Road  
 Minden, NV 89423

Telephone: 775-267-6800  
Fax: 775-267-6801

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***Location:*** Mono County

***Bid Date:*** October 13, 2015

***Bid Items:*** See Attached

***Contact:*** Please return this form, via fax, to (775) 267-6801 with a copy of your certification to the attention of ***Peter Griffin***

TRANSMISSION VERIFICATION REPORT

TIME : 10/02/2015 12:12  
NAME : HERBACK GENERAL ENG  
FAX : 7752676801  
TEL : 7752676800  
SER.# : BROF9J942936

DATE, TIME 10/02 12:12  
FAX NO./NAME 16503578282  
DURATION 00:00:00  
PAGE(S) 00  
RESULT BUSY  
MODE STANDARD

BUSY: BUSY/NO RESPONSE

**HERBACK**  
**GENERAL ENGINEERING**

NV Lic. # 33090A  
CA Lic. # 486035

2531 Nowlin Road  
Minden, NV 89423

Telephone: 775-267-6800  
Fax: 775-267-6801

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***Description:*** Cold plane asphalt concrete pavement and place hot mix asphalt

***Location:*** Mono County

***Bid Date:*** October 13, 2015

***Bid Items:*** See Attached

***Contact:*** Please return this form, via fax, to (775) 267-6801 with a copy of your certification to the attention of **Peter Griffin**

TRANSMISSION VERIFICATION REPORT

TIME : 10/02/2015 12:13  
NAME : HERBACK GENERAL ENG  
FAX : 7752676801  
TEL : 7752676800  
SER.# : BROF9J942936

DATE, TIME 10/02 12:13  
FAX NO./NAME 12098628004  
DURATION 00:00:00  
PAGE(S) 00  
RESULT BUSY  
MODE STANDARD

BUSY: BUSY/NO RESPONSE

***HERBACK***  
***GENERAL ENGINEERING***

NV Lic. # 33090A  
CA Lic. # 486035

2531 Nowlin Road  
Minden, NV 89423

Telephone: 775-267-6800  
Fax: 775-267-6801

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***Project:*** Construction on State Highway in Mono County from Route 270 to 0.1 Mile North of Jack Sawyer Road

***Owner:*** Caltrans 09-360604

***Description:*** Cold plane asphalt concrete pavement and place hot mix asphalt

***Location:*** Mono County

***Bid Date:*** October 13, 2015

***Bid Items:*** See Attached

***Contact:*** Please return this form, via fax, to (775) 267-6801 with a copy of your certification to the attention of ***Peter Griffin***

# Low Bidder

CONSTRUCTION ON STATE HIGHWAY IN  
MONO COUNTY FROM ROUTE 270 TO 0.1 MILE NORTH OF JACK SAWYER ROAD  
In District 09 on Route 395

UNDER

---

Notice to Bidders and Special Provisions dated September 21, 2015  
Project plans approved June 1, 2015  
Standard Specifications dated 2010  
Standard Plans dated 2010

---

Identified by

Contract No. 09-360604

09-Mno-395-69.9/76.0

Project ID 0914000008

FEDERAL-AID PROJECT  
ACNHP-P395(255)E

Bids open Tuesday, October 13, 2015

Dated September 21, 2015

AADD

STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION  
Contract No.: 09-360604 Project ID: 0914000008  
Bidder Name:Herback General Engineering  
BID TO THE DEPARTMENT OF TRANSPORTATION  
DES-OE-0102.1

Bidder ID:VC0000010144

10-16-15P01:31 RCVD

Name of Bidder Herback General Engineering  
Business Street Address 2531 Nowlin Road  
(Include even if P.O. Box is used)  
Business P.O. Box  
City, State, Zip Minden, Nevada, 89423  
Telephone No: AREA CODE 775-267-6800  
Fax No: AREA CODE 775-267-6801  
Contractor License No. 486035  
Public Works Contractor Registration No. 1000015093  
Checksum 1D509633

1. Bidder agrees, if this bid is accepted, to enter into a contract with the Department, in the form included in the Standard Specifications, to perform the work provided in the Contract under the terms of the Contract for the price or prices bid.

For a lump sum or unit price based bid, Bidder additionally agrees to perform the work within the number of working days shown on the Notice to Bidders.

For a cost plus time based bid on a contract without a plant establishment period, Bidder additionally agrees to perform the work within the number of working days bid.

For a cost plus time based bid on a contract with a plant establishment period, Bidder additionally agrees to perform the non-plant establishment work within the number of working days bid for non-plant establishment work.

2. Bidder has and acknowledges the following addenda:1  
10-02-15 Revise Bid Book, Federal Minimum Wages,
3. Bidder submits this bid with one of the following forms of bidder's security equal to at least 10 percent of the bid: Bidder's Bond
4. Bidder's signature is an affirmation of the included certifications. Bidder is cautioned that making a false certification may result in one or more of the following:
- 4.1 Criminal prosecution
  - 4.2 Rejection of the bid
  - 4.3 Rescission of the award
  - 4.4 Termination of the Contract

PRINTED NAME:Greg Herback AND  
TITLE OF PERSON SIGNING:Owner

BY (Authorized signature)

DATE SIGNED( Do not type)

10-16-15P01:31 RCVD

BID ITEM LIST

Item No.	Item Code	Item Description	Estimated Quantity Unit of Measure	Unit Price	Item Total
1	070030	LEAD COMPLIANCE PLAN	LUMP SUM LS	LUMP SUM	1,335.00
2	120090	CONSTRUCTION AREA SIGNS	LUMP SUM LS	LUMP SUM	3,096.00
3	120100	TRAFFIC CONTROL SYSTEM	LUMP SUM LS	LUMP SUM	190,157.00
4	120200	FLASHING BEACON (PORTABLE)	2.0 EA	534.00	1,068.00
5	128652	PORTABLE CHANGEABLE MESSAGE SIGN (LS)	LUMP SUM LS	LUMP SUM	5,765.00
6	130100	JOB SITE MANAGEMENT	LUMP SUM LS	LUMP SUM	42,469.00
7	130200	PREPARE WATER POLLUTION CONTROL PROGRAM	LUMP SUM LS	LUMP SUM	1,280.00
8	130620	TEMPORARY DRAINAGE INLET PROTECTION	7.0 EA	320.00	2,240.00
9	130640	TEMPORARY FIBER ROLL	41,900.0 LF	4.50	188,550.00
10	130650	TEMPORARY GRAVEL BAG BERM	200.0 LF	19.00	3,800.00
11	130730	STREET SWEEPING	LUMP SUM LS	LUMP SUM	29,223.00
12	141120	TREATED WOOD WASTE	5,560.0 LB	0.30	1,668.00

## BID ITEM LIST

Item No.	Item Code	Item Description	Estimated Quantity Unit of Measure	Unit Price	Item Total
13	150661	REMOVE GUARDRAIL	530.0 LF	10.00	5,300.00
14	152438	ADJUST FRAME AND COVER TO GRADE	3.0 EA	684.00	2,052.00
15	152440	ADJUST MANHOLE TO GRADE	2.0 EA	750.00	1,500.00
16	153103	COLD PLANE ASPHALT CONCRETE PAVEMENT	119,000.0 SQYD	1.30	154,700.00
17	190101	ROADWAY EXCAVATION	420.0 CY	59.00	24,780.00
18	190185	SHOULDER BACKING	4,190.0 TON	11.00	46,090.00
19	260203	CLASS 2 AGGREGATE BASE (CY)	150.0 CY	100.00	15,000.00
20	390132	HOT MIX ASPHALT (TYPE A)	22,700.0 TON	146.00	3,314,200.00
21	391006	ASPHALT BINDER (GEOSYNTHETIC PAVEMENT INTERLAYER)	110.0 TON	1.10	121.00
22	393005	GEOSYNTHETIC PAVEMENT INTERLAYER (PAVING MAT)	90,800.0 SQYD	2.68	243,344.00
23	397005	TACK COAT	56.0 TON	1,043.00	58,408.00
24	832006	MIDWEST GUARDRAIL SYSTEM (STEEL POST)	420.0 LF	44.00	18,480.00

## STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION

Contract No.: 09-360604 Project ID: 0914000008

Bidder Name:Herback General Engineering

Bidder ID:VC0000010144

## BID ITEM LIST

Item No.	Item Code	Item Description	Estimated Quantity Unit of Measure	Unit Price	Item Total
25	839584	ALTERNATIVE IN-LINE TERMINAL SYSTEM	2.0 EA	4,057.00	8,114.00
26	839585	ALTERNATIVE FLARED TERMINAL SYSTEM	2.0 EA	3,737.00	7,474.00
27	840656	PAINT TRAFFIC STRIPE (2-COAT)	96,800.0 LF	0.31	30,008.00
28	840666	PAINT PAVEMENT MARKING (2-COAT)	410.0 SQFT	2.70	1,107.00
29	860090	MAINTAINING EXISTING TRAFFIC MANAGEMENT SYSTEM ELEMENTS DURING CONSTRUCTION	LUMP SUM LS LS LS	LUMP SUM	2,215.00
30	860807	INDUCTIVE LOOP DETECTOR (LS)	LUMP SUM LS	LUMP SUM	5,087.00
Total Bid					\$4,408,631.00

STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION

Contract No.: 09-360604 Project ID: 0914000008

Bidder Name: Herback General Engineering

Bidder ID: VC0000010144

DES-OE-0102.2C (REV 03/2015)

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Bidding Firm: Herback General Engineering

List this sub? Yes

- 1) Business Name Force Traffic Control, Inc.  
Location City Exeter State CA  
California Contractor License Number 790502  
Public Works Contractor Registration Number 1000005521  
Portion of Work Subcontracted:

Item %	Description
3 58	Traffic Control System
2 100	Construction Area Signs
4 100	Flashing Beacon (Portable)
5 100	Portable Changeable Message Sign

List this sub? Yes

- 2) Business Name Super Seal and Stripe  
Location City Fillmore State CA  
California Contractor License Number 396627  
Public Works Contractor Registration Number 1000000752  
Portion of Work Subcontracted:

Item %	Description
27 100	Paint Traffic Stripe (2-Coat)
28 100	Paint Pavement Marking (2-Coat)

List this sub? Yes

- 3) Business Name Pacific Northwest Oil  
Location City Stockton State CA  
California Contractor License Number 705296  
Public Works Contractor Registration Number 1000004865  
Portion of Work Subcontracted:

Item %	Description
21 100	Asphalt Binder
22 88	Geosynthetic Pavement Interlayer

STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION

Contract No.: 09-360604 Project ID: 0914000008

Bidder Name: Herback General Engineering

Bidder ID: VC0000010144

DES-OE-0102.2C (REV 03/2015)

---

Bidding Firm: Herback General Engineering

List this sub? Yes

- 4) Business Name Par Electric  
Location City Reno State NV  
California Contractor License Number 687343  
Public Works Contractor Registration Number 1000007254  
Portion of Work Subcontracted:

Item %	Description
29 100	Maintaining Existing Traffic Management System Elements During Const
30 100	Inductive Loop Detector

List this sub? Yes

- 5) Business Name Pavement Recycling System  
Location City Jurupa Valley State CA  
California Contractor License Number 569352  
Public Works Contractor Registration Number 1000003363  
Portion of Work Subcontracted:

Item %	Description
11 100	Street Sweeping
16 51	Cold Plane Asphalt Concrete Pavement
17 42	Roadway Excavation



STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION

Contract No.: 09-360604 Project ID: 0914000008

Bidder Name: Herback General Engineering

Bidder ID: VC0000010144

OPT OUT OF PAYMENT ADJUSTMENTS FOR PRICE INDEX FLUCTUATIONS

DES-OE-0102.12A (REV. 8/2012)

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To opt out of payment adjustments for price index fluctuations as specified, complete this form.

I opt out of the payment adjustments for price index fluctuations.

Enter Date and Name to opt out of payment adjustments for price index fluctuations.

Date: Bidder's Name:

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

STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION

Contract No.: 09-360604 Project ID: 0914000008

Bidder Name: Herback General Engineering

Bidder ID: VC0000010144

SMALL BUSINESS STATUS

DES-OE-0102.4 (REV 3/2008)

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Are you certified as a "Small Business" by the Office of Small Business and DVBE Services of the Department of General Services of the State of California?:

YES/NO: No Certification number? :

Note: This small business questionnaire is included for statistical reporting only.

STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION

Contract No.: 09-360604 Project ID: 0914000008

Bidder Name:Herback General Engineering

Bidder ID:VC0000010144

CERTIFICATIONS

FEDERAL-AID PROJECTS DISCLOSURE OF LOBBYING ACTIVITIES CERTIFICATION

Bidder certifies, to the best of his or her knowledge and belief:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure of Lobbying Activities," in conformance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 USC 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Bidder also agrees by submitting a bid that it must require the language of this certification be included in subcontracts over \$100,000 and these subcontractors shall certify and disclose.

## INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence, the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last, previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State, and zip code of the reporting entity. Include Congressional District if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number, the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitments for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.  
(b) Enter the full names of the individual(s) performing services and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name title, and telephone number.

STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION

Contract No.: 09-360604 Project ID: 0914000008

Bidder Name:Herback General Engineering

Bidder ID:VC0000010144

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352  
No

1. Type of Federal Action:
2. Status of Federal Action:
3. Report Type:
  - For Material Change Only:
  - Year
  - Quarter
  - Date of last report
4. Name and Address of Reporting Entity:

- Tier ,if known  
Congressional District, if known:
5. If Reporting Entity in No. 4 is Subawardee Enter Name and Address of Prime:

- Congressional District, if known:
6. Federal Department/Agency:

7. Federal Program Name/Description:

- CFDA Number, if applicable
8. Federal Action Number, if known:
  9. Award amount, if known (\$):

10. a. Name and Address of Lobby Registrant (if individual, last name, first name, MI):

- b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI):

11. Information requested through this form is authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

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

Print Name:  
Title:  
Telephone No.:  
DATE:

Federal Use Only:

Authorized for Local Reproduction  
Standard Form - LLL(Rev. 7-97)

EQUAL EMPLOYMENT OPPORTUNITY REGULATION CERTIFICATION

Bidder Herback General Engineering, proposed subcontractor , certifies that he has participated in a previous contract or subcontract subject to the equal opportunity clauses, as required by Executive Orders 10925, 11114, or 11246, and that, if required, he has filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the filing requirements.

Notes:

The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7(b) (1)), and must be submitted by bidders and proposed subcontractors only in connection with contracts and subcontracts which are subject to the equal opportunity clause. Contracts and subcontracts which are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5. (Generally only contracts or subcontracts of \$10,000 or under are exempt.)

Currently, Standard Form 100 (EEO-1) is the only report required by the Executive Orders or their implementing regulations.

Prime contractors and subcontractors who have participated in a previous contract or subcontract subject to the Executive Orders and have not filed the required reports should note 41 CFR 60-1.7(b) (1) prevents the award of contracts and subcontracts unless the Contractor submits a report covering the delinquent period or such other period specified by the Federal Highway Administration or by the Director, Office of Federal Contract Compliance, U.S. Department of Labor.

TITLE 49, CODE OF FEDERAL REGULATIONS, PART 29, DEBARMENT AND  
SUSPENSION CERTIFICATION

Bidder, under penalty of perjury, certifies that, except as noted below, it or any other person associated therewith in the capacity of owner, partner, director, officer, manager:

is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;

has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past 3 years;

does not have a proposed debarment pending; and

has not been indicted, convicted, or had a civil judgement rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years.

If there are any exceptions to this certification, insert the exceptions in the following space.

Exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

---

UNDOCUMENTED ALIENS EMPLOYMENT

Under Pub Cont Code § 6101, the Bidder certifies compliance with state and federal law respecting the employment of undocumented aliens.

NONCOLLUSION

NONCOLLUSION AFFIDAVIT TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID  
Under PCC 7106 and 23 USC 112, the bidder declares as follows:

State of NV County of Douglas

Name Greg Herback,

being first duly sworn, deposes and says that he or she is

Owner of

Herback General Engineering

the party making the foregoing bid that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

---

CHILD SUPPORT COMPLIANCE ACT

Under Pub Cont Code § 7110, the contractor acknowledges that:

1. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and
2. The contractor to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the Employment Development Department.

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NATIONAL LABOR RELATIONS BOARD

Under Pub Cont Code § 10232, the contractor, swears under penalty of perjury, that no more than one final unappealable finding of contempt of court by a federal court has been issued against the contractor within the immediately preceding two year period because of the contractor's failure to comply with an order of a federal court which orders the contractor to comply with an order of the National Labor Relations Board.

VIOLATION OF LAW OR A SAFETY REGULATION

Under Pub Cont Code § 10162, the Bidder must complete, under penalty of perjury, the following questionnaire:

Has the Bidder, any officer of the Bidder, or any employee of the Bidder who has a proprietary interest in the Bidder, ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of a violation of law or a safety regulation? No

If the answer is yes, explain the circumstances in the following space.

---

ANTITRUST LAW

Under Pub Con Code § 10285.1, the Bidder declares under penalty of perjury under the laws of the State of California that the Bidder Has Not been convicted within the preceding three years of any offenses referred to in that section, including any charge of fraud, bribery, collusion, conspiracy, or any other act in violation of any state or federal antitrust law in connection with the bidding upon, award of, or performance of, any public works contract, as defined in Pub Cont Code § 1101, with any public entity, as defined in Pub Cont Code § 1100, including the Regents of the University of California or the Trustees of the California State University. The term "Bidder" includes any partner, member, officer, director, responsible managing officer, or responsible managing employee thereof, as referred to in Section 10285.1.

If the Bidder has been convicted of an offense within the past 3 years, provide the conviction details including the date and ultimate resolution of each conviction in the space below.

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PERMITS, LICENSES, AGREEMENTS, CERTIFICATIONS, AND RAILROAD  
RELATIONS AND INSURANCE REQUIREMENTS

Bidder acknowledges that permits, licenses, agreements, certifications, and the requirements in the document titled "Railroad Relations and Insurance Requirements" are components of the Contract under section 5-1.02 of the Standard Specifications.

BIDDER RESPONSIBILITY QUESTIONNAIRE

Failure to truthfully answer the following questions will result in a finding that the bid is nonresponsive. The Bidder must complete, under penalty of perjury, the following questionnaire:

1. Within the past 10 years, has the Bidder been found to be a nonresponsible bidder by any public entity, including federal, State, local, or regional entities?

No

2. Within the past 10 years, have any of the Bidder's officers or employees with a proprietary interest in the Bidder been determined to be a nonresponsible bidder by a public entity, including federal, State, local or regional entities?

No

3. Is there any officer or employee of the Bidder who now has or has had any proprietary interest in another company that bid or bids on public works projects whose company has been determined to be a nonresponsible bidder by any public entity, including federal, State, local, or regional entities?

No

4. If the answer to any of the 3 preceding questions is yes, disclose all pertinent details of the determination of nonresponsibility, including:

4.1. Date of each nonresponsibility determination

4.2. Name of each public agency issuing the nonresponsibility determination and a contact person at that agency who would have information about the determination

4.3. Contract number for each nonresponsibility determination

END CERTIFICATIONS

STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION

BIDDER'S BOND

DES-OE 0102.3 (REV 3/2008)

Contract No. 09-360604

Bond No. \_\_\_\_\_

We \_\_\_\_\_

\_\_\_\_\_ as Principal, and

as Surety are bound unto the State of California, Department of Transportation, hereafter referred to as "Obligee", in the penal sum of ten percent (10%) of the total amount of the bid of the Principal submitted to the Obligee for the work described below, for the payment of which sum we bind ourselves, jointly and severally,

THE CONDITION OF THIS OBLIGATION IS SUCH, THAT:

WHEREAS, the Principal is submitting a bid to the Obligee, for CONSTRUCTION ON STATE HIGHWAY IN MONO COUNTY FROM ROUTE 270 TO 0.1 MILE NORTH OF JACK SAWYER ROAD In District 09 on Route 395 for which bids are to be opened at 1727 30th Street, Sacramento CA 95816 on 10-13-15.

NOW, THEREFORE, if the Principal is awarded the contract and, within the time and manner required under the specifications, after the prescribed forms are presented to him for signature, enters into a written contract, in the prescribed form, in accordance with the bid, and files two bonds with the Obligee, one to guarantee faithful performance (if specified in the contract) of the contract and the other to guarantee payment for labor and materials as provided by law, then this obligation shall be null and void; otherwise, it shall remain in full force.

In the event a suit is brought upon this bond by the Obligee and judgement is recovered, the Surety shall pay all costs incurred by the Obligee in such suit, including a reasonable attorney's fee to be fixed by the court.

Dated: \_\_\_\_\_, 20\_\_\_\_.

Principal \_\_\_\_\_

Surety \_\_\_\_\_

By \_\_\_\_\_

Attorney-in-Fact

Correspondence or claims relating to this bond should be sent to the surety at the following address:

\_\_\_\_\_  
\_\_\_\_\_

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

State of California

County of \_\_\_\_\_

On this \_\_\_\_\_ before me, \_\_\_\_\_

Date

Here insert Name and Title of the Officer

personally appeared \_\_\_\_\_

Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal

SIGNATURE \_\_\_\_\_

Signature of Notary Public

(SEAL)

# Low Bidder

# 09



**Caltrans**

**STATE OF CALIFORNIA  
DEPARTMENT OF TRANSPORTATION**

## **FORMS FOR BID**

**FOR CONSTRUCTION ON STATE HIGHWAY IN MONO COUNTY FROM ROUTE 270 TO  
0.1 MILE NORTH OF JACK SAWYER ROAD**

**In District 09 On Route 395**

**Under**

---

***Notice to Bidders and Special Provisions* dated September 21, 2015**

***Standard Specifications* dated 2010**

***Project plans* approved June 1, 2015**

***Standard Plans* dated 2010**

---

**To be submitted conjointly with  
Electronic *Bid* book dated September 21, 2015**

**Identified by**

**Contract No. 09-360604**

**09-Mno-395-69.9/76.0**

**Project ID 0914000008**

**Federal-Aid Project**

**ACNHP-P395(255)E**

Bids open Tuesday, October 13, 2015

Dated September 21, 2015  
AADD

# Low Bidder

10-16-15P01:29 RCVD

**GENERAL ENGINEERING**

## LETTER OF TRANSMITTAL

October 15, 2015

Transmitted To:

Caltrans  
1727 30th Street, Bidders' Exchange, MS 26  
Sacramento, CA 95816

Transmitted From:

Michelle Taylor  
Herback General Engineering  
2531 Nowlin Road  
Minden, NV 89423

Reference:

**Contract 09-360604  
Cold Plane Asphalt Concrete Pavement and Place Hot Mix Asphalt**

Documents Enclosed:

DBE Commitment	No. Copies
Bid Book	1

Comments

**Please feel free to call me at 775-267-6800 or email me at mtaylor@herback.net if you have any questions, comments or concerns.**

**Thank you for your time.**

Transmitted via

FedEx - Overnight

Received by  
CALTRANS

Reviewed and Submitted by  
HERBACK GENERAL ENGINEERING

Signature

Signature

Date

Date