

Second Bidder

04-23-14 RCVD 2

DISTRICT-COUNTY-ROUTE: 11 - S.D. - 15
 CONTRACT NO.: 11-416104
 TOTAL BID: 544,920.-
 BID OPENING DATE: 4-24-2014
 BIDDER'S NAME: HAZARD CONSTRUCTION COMPANY
 DVBE PRIME CONTRACTOR CERTIFICATION ¹ _____

Bid Item Number	Description of Work to Be Subcontracted to DVBE or Materials to Be Supplied by DVBE ²	For Caltrans Only	DVBE (Name, Telephone No., and Certification No.)	\$ Amount
3(P) 25, 26, 28, 37, 38-42, 45(P)	STRIPING AND PAVEMENT MARKERS ROADSIDE SIGNS JAM TRAFFIC CONTROL (P) MOBILIZATION (P)		MALLARD CONSTRUCTION 714-785-5894 NO. 1748928	\$ 23,952. ⁵⁰
19 (P)	ASPHALT TESTING		SOUTHERN CALIFORNIA SOIL AND TESTING 619-280-4321 NO. 49756	\$ 13,052.-

Names of first tier DVBE subcontractors and their items of work listed must be consistent with the names and items of work in the Subcontractor List (Pub Cont Code § 4100 et seq.) submitted with the bid. Identify second and lower tier subcontractors on this form.

Total Claimed Participation	\$ 37,004. ⁵⁰ 6.79 %
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- DVBE prime contractors must enter their DVBE reference number or their DBA name as listed with Department of General Services (DVBE prime contractors are credited with 100 percent DVBE participation and need not complete the above table).
- If 100% of an item is not performed or supplied by the DVBEs, describe the exact part, including the planned location of work to be performed, of item to be performed or supplied by DVBE.

Submit to:

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


 Signature of Bidder
JASON A. MORDHORST, VICE PRESIDENT
 858-587-3600 ext 122
 (Area Code) Telephone Number
 Date: 4/25/14

Chad Oppen
 Contact Person (Type or Print)

- B. The following materials and services are included in this quote: Thermoplastic [No], Paint [No], Markers [No], Traffic Signs-Striping Plans Only [No], Mast Arm Signs - To be Supplied Only [No], Thermo/ Paint removal [No], Marker removal [No], Temporary striping [No], Temp tab removal [No], Post "No Parking" Signs [No], Curb Painting [No], Channelizers [No]
- C. [1] Total move-ins included in this quote for permanent striping / Striping Removals. Additional move in charge. \$1,950.00
- D. No Traffic control is included in this quote. Traffic control when included in this quote is only for Mallard Const. Operations.
- E. If General Contractor or any of its sub-contractors work within Mallard Const. traffic control, the expense will be shared accordingly at Mallard Const. discretion. No advance posting, signing, or CMS is included for Mallard Const. traffic control.
- F. Prime Contractor to provide us with a JOBSITE secure area for temporary storage of all hazardous stripe removal debris.
- G. Prime Contractor to provide disposal area & dispose of all non-hazardous stripe & marker debris. Disposal area to be on site.
- H. Pre-striping pavement preparation, including sweeping, concrete curing material removal are to be provided by others.
- I. If Bonding is required Please add 3% to the total bid price. A minimum price of \$ 400.00 will be required for all bonds.
- L. Contractor is responsible for markings of all sign & post installations. It's Contractor's responsibility to install & remove USA Markings.

Payment Terms:

Contractor to provide monthly progress payments for all completed work in accordance with the bid pricing schedule. Monthly payments must be received in full by Mallard Const. 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.

Retainage percentage on monthly progress payments to be no greater than the percentage retained by the Owner on its payments to the Contractor. If Owner reduces the retainage percentages on payments to the Contractor, the Contractor shall likewise reduce the retainage percentage on payments to Mallard Const. Full retention to be released no later than thirty (30) days after completion of Mallard Const. work. Excessive or delinquent retainage will be subject to the highest interest rate allowed by law.

General Terms & Conditions

NOTE: All contracts must be written to our legal corporate name "Mallard Construction, Inc."

Mallard Const. requires a written contract, purchase order or signed quote prior to the start of work.

Any required Testing, Engineering, Design, Permits, Licenses or Applications, and the like to be provided by others.

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 Mallard Const. 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; whichever method results in a higher overall payment.

Mallard Const. 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 Mallard Const. For the delays caused by the aforementioned, Mallard Const. 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 / Agency. Mallard Const. will be granted an extension of time to perform its work tantamount to the delays.

Price includes General Liability Insurance coverage up to Two Million Dollars, Auto Liability up to One Million Dollars, and Umbrella Liability up to Five Million Dollars. Bid Price does not include cost for insurance requirement beyond that requirement. Price does not include any special insurance requirement (i.e. Railroad Insurance, etc). An additional cost will be required for this type of policy.

Mallard Const. requires fifteen (15) working days notice prior to commencement of any production activity. If any of Mallard Const. work will be a controlling operation on the critical path of this project, Mallard Const. 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 Mallard Const. for this work.

All changes to the original scope of work or proposed extra work must be directed by the Contractor in writing prior to Mallard Const. performing this work.

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 Addition Move-in Charge as quoted herein.

Mallard Const. must receive a letter of intent to award us the subcontract no later than (30) calendar days after bid date or this Subcontract Quotation becomes null and void. Also, This quote shall become a part of any and all subcontract agreements and / or purchases orders related to the project. Violation of this action can nullify this proposal.

Submitted by: Gary Rivers, Estimating Manager
Cell Phone 714-785-5394, Fax Number 714-974-1753

I hereby accept all terms and conditions of this proposal and that this proposal will be incorporated into all contract agreements

Signature: _____ Print Name: _____
Company: _____ Position: _____

California Certification Report**1748928 - MALLARD CONSTRUCTION INC - SB | DVBE**

Legal Business Name	MALLARD CONSTRUCTION INC		
Doing Business As	MALLARD CONSTRUCTION INC		
Address	638 W SOUTHERN AVE	Phone	(760) 550-1645
	ORANGE, CA 92865	FAX	(714) 974-1753
Email			
Web Page			
Active Certifications	SB Nov 4, 2013 - Nov 30, 2016		
	DVBE Nov 4, 2013 - Nov 30, 2016		
Business Types	Construction; Non-Manufacturer;		
Classifications	[721410] Highway and road construction services		
Keywords	Highway Safety Road Signs Stripping Road K-Rail Road Dividers Roofing waterproffing Metal Roofing Siding		



San Diego
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910.381.7188

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Indio, CA 92201-3438

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Beaumont, CA 92223

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April 23, 2014

SCS&T Proposal No. 14-0241

**Mr. Jason A. Mordhorst
Vice President – Estimating
Hazard Construction
6465 Marindustry Drive
San Diego, California 92121**

Subject: BUDGET ESTIMATE FOR
ASPHALT CONCRETE TESTING SERVICES
11-416104 I-15 RAMPS AT CARMEL MOUNTAIN ROAD
SAN DIEGO COUNTY, CALIFORNIA

Dear Mr. Mordhorst:

In accordance with your request, Southern California Soil and Testing, Inc. (SCS&T) is pleased to submit this budget estimate to provide quality control testing services for the subject project. We understand our work will consist of providing quality control testing services in accordance with Caltrans Section 39.

COST INFORMATION

We propose to provide our services on a time and materials basis according to the Schedule of Fees included in this budget estimate. Based on the above scope, we estimate our fees to be approximately **\$12,809**. A cost table presenting a breakdown of our estimate has been provided in this budget estimate. We will invoice for services performed at the specified unit rates for the quantities shown in the attached budget estimate. The estimated budget covers services specifically outlined in this proposal. Should additional services become necessary and/or requested, the additional services will be invoiced in accordance with the rates listed on the attached Schedule of Fees.

DEFINITION OF RESPONSIBILITY

The presence of our field representative will be for the purpose of observing the construction and reporting its general compliance with the approved plans and the applicable building codes. Our work does not include the supervision or direction of the contractor's work, his employees or agents. The contractor is responsible for his/her own work, and neither the presence of our field personnel nor the observation and testing by this firm should excuse him in any way for defects in his work. It should further be understood that we are not responsible for site safety. During the course of a subsurface investigation, heavy equipment may disrupt the site.

LIMITS OF LIABILITY

Consultant's liability for damages due to professional negligence will be limited to an amount not to exceed \$50,000 or our fees, whichever is greater. Client further agrees to notify any person or entity who may perform work or provide services in connection with any design, report, or study prepared by Consultant of such limitation of professional liability, and to require, as a condition precedent to their performing any work or providing any services on the project, their written agreement that this limitation of Consultant's liability to all persons or entities arising out of or related to its services under this Agreement shall not exceed the above-stated limits. Because of the nature of subsurface investigations, we may cause damage to your site. It shall be the responsibility of the client and not SCS&T to return the site to its original condition.

AUTHORIZATION

This budget estimate will be valid for 90 days. SCS&T will accept authorization to proceed upon approval of this proposal and receipt of the Professional Services Agreement signed by an officer of your company. We will in turn, send you a fully executed original for your records. SCS&T appreciates this opportunity to provide our professional services and is most interested in becoming a member of your consultant team. SCS&T has considerable experience in successfully providing these services and we are confident that we can provide them in a timely and cost effective manner.

Should you have any questions regarding this budget estimate or if we may be of further service, please contact our office at 619.280.4321.

Respectfully Submitted,
SOUTHERN CALIFORNIA SOIL AND TESTING, INC.



Scott H. Vacula, PE
Senior Engineer

SHV:aw

Attachments: Budget Estimate
2014 Adjusted Schedule of Fees
Professional Services Agreement

- (1) Addressee via e-mail at JMordhorst@hazardconstruction.com
- (1) Chad Opper via e-mail at copper@hazardcon.com





BUDGET ESTIMATE SUMMARY ASPHALT CONCRETE TESTING SERVICES

	Estimated Hours/Unit	Rate/Unit	Total Cost
FIELD SERVICES			
DEPUTY INSPECTOR/TECHNICIAN			\$4,148.00
	<i>Asphalt</i>		
Technician - Field (assume approx. 3 nights)	32 24 hours	@ \$106.00 /hour	\$2,544.00 = 3,392
Technician - Field (OT for 3 nights - 2 hrs per night)	6 hours	@ \$126.00 /hour	\$756.00
Technician - Data Cores	8 hours	@ \$106.00 /hour	\$848.00 = 848
PROFESSIONAL STAFF			\$2,720.00
Pre-Paving Meeting	x 2 2 hours	@ \$140.00 /hour	\$280.00 = 560
Project Management - QC Manager	x 2 2 hours	@ \$140.00 /hour	\$280.00 = 560
QC Plan	1 report	@ \$1,200.00 /hour	\$1,200.00 = 1200
Staff Engineer - DIME Data Entry	8 hours	@ \$120.00 /hour	\$960.00 = 960
SUBTOTAL FOR FIELD SERVICES			\$6,868.00
MATERIALS LAB TESTING			
Unit Weight of Core Samples (Cal 308)	36 tests	@ \$40.00 /test	\$1,440.00 = 1440
Material Sample Pick Ups	4 trips	@ \$66.00 /trip	\$264.00 = 264
Aggregate Gradation (1 per 750 tons)	4 tests	@ \$80.00 /test	\$320.00
Asphalt Binder Content (Cal 382)	4 tests	@ \$183.00 /test	\$732.00 = 732
Moisture Content (1 per 2,500 tons or per day)	1 tests	@ \$50.00 /test	\$50.00 = 50
Maximum Theoretical Density (Cal 309) (2 per day)	4 tests	@ \$133.00 /test	\$532.00 = 532
Stabilometer Value (Cal 366) (1 per 4000 tons or 2 per 5 days)	1 tests	@ \$447.00 /test	\$447.00 = 1200
Air Void Content (1 per 4000 tons or 2 per 5 days)	1 tests	@ \$66.00 /test	\$66.00
Optimum Binder Content (Cal 367) (Assume 1 per project)	1 test	@ \$3,100.00 /test	\$3,100.00 = 1314
SUBTOTAL FOR MATERIALS LAB TESTING			\$5,941.00
TOTAL FOR SPECIAL INSPECTION AND MATERIALS TESTING SERVICES			\$12,809.00

Hamswaka

13,052.



**SOUTHERN CALIFORNIA
SOIL & TESTING, INC.**
SBE | SLBE | DVBE | SDVOSB

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619.280.4321

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*Schedule of Fees for Professional Services
Effective January 1, 2014*

PROFESSIONAL SERVICES

Engineer/ Geologist

Principal Engineer/Geologist	\$174
Senior Engineer/Geologist	140
Staff Engineer/Geologist	120
Concrete Mix Design Review	174
Deposition and Trial Testimony (4-Hour Minimum, with any time over 4 hours billed as 8 hours)	365

Technician

Soils/Materials/QA-QC Supervisor	\$116
Soils Technician	106
Materials Technician (ACI)	106
QA/QC Technician (Third Party)	116
Floor Flatness (Dip Stick) Technician	208
Coring - Asphalt, Concrete, Masonry and Gunite	182

Certified Deputy Inspection

Certified Materials Special Inspector	\$106
Certified Building Inspector	116
NDT Technician (UT, MT, DT, VT)	116
Batch Plant Inspector.....	85
OSPHD Inspector A, B	108
OSPHD Inspector C	98
AWS Certified Welding Inspector (Field Welding, Shop Welding, High-Strength Bolting)	116

Miscellaneous

Overtime and Saturday Rate.....	1.5 x Regular Hourly Rate
Sunday and Nationally Recognized Holiday Rate (including the day after Thanksgiving).....	2 x Regular Hourly Rate
Minimum Professional Fee.....	\$520/Project
Minimum Field Services Fee.....	\$415/Project
Rush Surcharge.....	normal rate plus 50%
*Prevailing Wage Hourly Surcharge for Technicians and Inspectors per California Labor Code §720, et. Seq	\$25/hour

TRAVEL

Personnel	Regular Hourly Rate
Per Diem (variable, depending on location)	\$90-170/day
Delivery	\$66
Sample Pick up (San Diego, Riverside and San Bernardino Counties)	\$66

EQUIPMENT AND MATERIALS

Nuclear Gauge	Included in Technician Rate
Floor-Level Survey (Zip Level).....	\$62/day
Rebound Hammer (ASTM C805).....	\$11/hour
Generator	\$52/day
Equipment/Materials.....	Cost + 20%
Pachometer	\$11/hour
Hydraulic Jack	\$11/hour
Torque Wrench.....	\$11/hour
Concrete Vapor Emission Kits (ASTM F1869).....	\$36/kit
Monarch B25 Spray Nozzle.....	\$26/day
Multi-Nozzle Water Spray Rack ASTM Certified.....	\$210/day
Test Chamber and Water Spray Rack (ASTM E331)	2,185/day

LABORATORY TESTS

Soil and Aggregate

Maximum Density, 4-inch mold (ASTM D1557)	\$200
Maximum Density, 6-inch mold (ASTM D1557)	220
Rock Correction for Maximum Densities.....	26
Plasticity Index (ASTM D4318).....	127
Hydrometer Analysis (ASTM D422).....	110
Collapse Potential (ASTM D5333)	110
Expansion Index (ASTM D4829).....	177
Sieve Analysis (ASTM D422)	83
Direct Shear, Normal Speed (ASTM D3080).....	208
Direct Shear, Slow Speed (ASTM D3080).....	332
Resistance Value, R-Value (Cal 301, ASTM D2844).....	276
California Bearing Ratio with Max Density C (ASTM D1883).....	618
Sand Equivalent (Cal 217, ASTM D2419)	88
Corrosivity (inc. pH, resistivity, soluble chloride, sulfates).....	187
Sieve Analysis, Coarse (ASTM C136).....	59
Sieve Analysis, Fine (ASTM C136).....	74
Specific Gravity, Coarse (ASTM C127)	69
Specific Gravity, Fine (ASTM C127)	69
Durability Index (Cal 227).....	224

Asphalt Concrete

Hveem – Maximum Bulk Specific Gravity (Cal 308) per plug.....	\$133
Hveem and Stabilometer (Cal 308/366) per plug	175
Rice – Maximum Theoretical Specific Gravity (ASTM D2041).....	266
Bulk Specific Gravity, Cores (ASTM D1188)	58
Sieve Analysis Extracted Aggregate (ASTM D5444).....	89

Percent Bitumen (ASTM D6307)	183
Marshall Density (ASTM D6926) per plug.....	133
Marshall Density, Stability and Flow (ASTM D6927) per plug ...	175

Masonry

Compressive Strength, Block 8"x 8"x16" (ASTM C140)	\$52
Compressive Strength, Prisms 8"x16"x8" or smaller	110
Compressive Strength, Prisms Larger than 8"x16"x8"	149
Compressive Strength, Grout 3"x3"x6" (ASTM C1019).....	27
Compressive Strength, Mortar 2"x4" (ASTM C780)	27
Compressive Strength, Mortar 2"x2" (ASTM C109)	29
Linear Shrinkage, Block (ASTM C426)	252

Concrete

Compressive Strength, Cylinders (ASTM C39)	\$27
Compressive Strength, Core (ASTM C42).....	59
Compressive Strength, Shotcrete Panel, 3 cores (ASTM C1140)	290
Splitting Tensile Strength, 6"x12" Cylinder (ASTM C496)	74
Flexural Strength, 6"x6"x24" Beam (ASTM C78).....	74
Length Change, Mortar or Concrete (ASTM C157)	371

Metals

Tensile Strength, #3 - #8 Reinforcing Steel (ASTM A615/A706)	\$74
Tensile Strength, #9 - #11 (ASTM E8)	90
Bend Test, #3 - #11 Reinforcing Steel (ASTM E8).....	45

Additional laboratory testing prices available upon request.

TERMS AND CONDITIONS

All field services will be charged from portal to portal with the following minimum charges:

- A one-hour minimum charge will be applied to materials sampling and sample pickups.
- A two-hour show-up charge will be applied to any service canceled after 4:00 PM the previous day.
- A four-hour minimum charge will be applied to all field services.
- A six-hour charge will be applied to all field services requiring between four and six hours of work.
- An eight-hour charge will be applied to all field services requiring between six and eight hours of work.
- Work in excess of eight hours up to twelve hours in a single day, will be charged in 30-minute increments at 1.5 times the standard rate.
- Work in excess of twelve hours in a day will be charged in one-hour increments at 2.0 times the standard rate.
- The Director of Industrial Relations (DIR) may dictate periodic increases to the prevailing wage during the duration of this project/contract. SCS&T will increase our hourly rate on the effective date determined by the DIR, by a factor of 1.8 times the hourly increase.
- A two and one-half percent (2.5%) fee will be charged for project administrative tasks.
- Certified payroll can be provided if requested. A one-hour administrative charge will be invoiced per pay period.

Work performed by field or laboratory personnel outside of normal business hours (6:30 AM – 5:00 PM) will be charged a premium on a case-by-case basis.

Reimbursables: SCS&T reserves the right to charge for services outside of the contract in the form of reimbursables. These items include, but are not limited to the following consumables: magnetic particle powder, ultrasonic copulvent, concrete cylinder cans, etc. The following are also included: mileage, travel time, equipment rental, administrative time utilized for photocopying, distribution lists, express mailing, archive searches, etc.

Subcontracted services that are included on the Fee Schedule will be charged at those rates. Subcontracted services not included in our Fee Schedule will be charged at cost plus 20 percent. Per Diem charges will be applied to projects outside a 50-mile radius of our office. Mileage will be charged at the rate of 50 cents per mile for distances over 50 miles from the location of dispatch.

Invoices for all services completed or in progress will be submitted bi-monthly. These invoices are due in full upon presentation to the client. Invoices outstanding over 30 days will be considered past due. A finance charge will be computed at the rate of 1.5 percent per month, which is an annual rate of 18 percent and charged on all past due accounts. If legal action is brought on delinquent accounts, the prevailing party shall be entitled to recover its reasonable attorney's fees and other costs of collection.

Our professional engineering, geology, and inspection services are performed in accordance with the current standards of practice in the industry. No other warranty or representation, express or implied, is made or intended.

Should any services provided by SCS&T for this project become subject to state or federal prevailing wage requirements, SCS&T will be compensated for those services at prevailing wage rates, from the date these requirements become effective through completion of the project.

**SOUTHERN CALIFORNIA SOIL AND TESTING, INC.
2014 PROFESSIONAL SERVICES AGREEMENT**

THIS AGREEMENT is made and entered into at San Diego, California, by and between Southern California Soil and Testing, Inc. a California corporation, hereinafter referred to as "Consultant" and, Hazard Construction, hereinafter referred to as "Client."

Client intends to employ SCS&T to provide Asphalt Concrete Testing Services for the 11-416104 I-15 Ramps at Carmel Mountain Road project located in San Diego County, California, hereinafter referred to as "Project."

Now, therefore, in consideration of the terms and conditions hereinafter set forth, the parties hereto agree as follows:

1) Cooperation and Project Understanding

(a) Consultant will render the professional services set forth in the Scope of Work contained in the Consultant's Proposal, which is attached hereto and incorporated into this Agreement. Client will compensate Consultant in accordance with said Proposal.

(b) If Client requires additional services, Client agrees that said additional services shall be paid for by Client at Consultant's fee schedule in effect at the time of the services, or as agreed between Client and Consultant. Additional services verbally requested by Client or by any representative of the Client for the Project shall be subject to all of the terms and conditions of this Agreement unless modified by an amendment or addendum to the Agreement, or a new agreement between the parties for the additional services. A written modification to the Agreement may be requested by either Consultant or Client, and if such a modification is requested, any additional services shall be provided only upon approval in writing by both parties to said modification.

(c) Client will make available to Consultant all relevant information in its possession regarding existing and proposed conditions of the Project site. This information shall include, but not be limited to, all plans, specifications, surveys, test data, and written reports by previous consultants that may pertain to the Consultant's scope of work. Client will immediately transmit to Consultant any new or revised information, which may have an effect on Consultant's services under this Agreement.

(d) It is acknowledged that opinions, recommendations, and advice that may be provided by Consultant will be based on information furnished by Client or other persons or entities retained by Client, and on information obtained by Consultant through Consultant's own investigation, testing, inspection, and observation of work being performed by others. Consultant shall not be responsible for any incorrect advice, judgment, or decision based on any inaccurate or incomplete information furnished by Client or Client's representatives, and Client will indemnify and hold harmless

Consultant against all claims, demands, or liability arising out of or contributed to by such information or lack thereof.

(e) It is also acknowledged that, unless specifically set forth in Consultant's Scope of Work in attached Proposal, Consultant does not direct, control, or supervise the work of other persons or entities on the Project other than those that may be directly retained as subcontractors by Consultant. (Business and Professions Code § 6703.1)

2) Project Site

(a) If applicable, the Client shall indicate to Consultant the property lines of the Project site and be responsible for the accuracy of any boundary markers.

(b) The Client shall secure free and lawful access to the Project site for all necessary equipment and personnel of Consultant. Client shall notify any and all possessors of the project site that Client has granted Consultant free access to the Project site, and Client shall secure permission (and any permits) necessary to allow Consultant free access to the Project site at no charge to Consultant unless specifically agreed to otherwise in the Proposal attached hereto.

(c) If applicable, the Client shall take steps to see that the property is protected, on or off-site, including all landscaping, shrubs, and flowers. While Consultant will take all reasonable precautions to minimize any damage to the property, it will not be responsible for damage to lawns, shrubs, landscapes, walks, sprinkler systems, or underground utilities and installations caused by movement of earth or equipment.

(d) If applicable, the Client shall locate for Consultant and shall assume responsibility for the accuracy of Client's representations as to the locations of all underground utilities and installations. Consultant will not be responsible for damage by it to any such utilities or installations not so located, and any such damage by Consultant may, at Consultant's option, be repaired by Consultant and billed at cost plus 15% to Client.

(e) If applicable, Client shall notify Consultant of all locations where hazardous materials or wastes were stored, used, or disposed on the Project site.

(f) If applicable, Consultant agrees to backfill or adequately cover all open test holes made by it prior to leaving Project site unattended. Consultant agrees that all test holes will be backfilled upon completion of the job. However, Client may request test holes to remain open after completion of Consultant's work. In the event Client so requests, Client agrees to pay for all costs in connection with covering and backfilling said test holes at a later date, and Client shall indemnify and hold harmless Consultant for all claims, demands, and liabilities arising from its request.



3) Safety

Consultant will not be responsible for the general safety on the job or the safety of any equipment or individuals on the Project site other than its own personnel and the equipment under its direction.

4) Ownership of Documents

All reports, boring logs, field data, field notes, laboratory test data, calculations, estimates, and other documents prepared by Consultant, as instruments of service, shall remain the property of Consultant. In the event Client defaults on payment for Consultant's services, Client agrees that all reports and other work furnished to Client or its agents will be returned upon demand and will not be used by Client for any purpose whatsoever. Consultant will retain all pertinent records relating to the services performed for a period of five years following submission of the report, during which period the records will be made available to the Client at all reasonable times.

5) Samples

Consultant, or a subcontracted laboratory, will retain all soil, rock, and concrete samples for thirty (30) days after the issuance of Consultant's report or notification to terminate work. If the Client desires extended storage, the Client shall notify Consultant prior to the expiration date of this period. Extended storage or transfer will be at Client's expense.

6) Professional Standard

Client recognizes the inherent risks associated with the construction of improvements to real property. Client further recognizes that there may be significant variation in site conditions or in the work inspected or materials tested by Consultant. Consultant is responsible for performing its services in accordance with the standard of care set forth in the following paragraph, but this does not relieve the contractor or subcontractor from responsibility for their own work.

Consultant's services consist of professional and technical advice and observation only. Consultant will be responsible only for its own data, interpretations, and recommendations, but shall not be responsible for the interpretations by others of the information developed. In the performance of its professional services, Consultant will proceed with work diligently with competent personnel, and will comply with that level of care and skill ordinarily exercised by reputable professional engineers, geologists, and special inspectors currently practicing under similar conditions in the same or similar localities. No warranty of any kind whatsoever, express or implied, is made or intended by Consultant, its employees or agents, in connection with the services provided under this Agreement.

7) Indemnification

To the fullest extent permitted by law, Client agrees to indemnify, defend, and hold harmless Consultant, its officers, employees, and agents from any and all claims, damages, losses, and expenses, including reasonable attorney's fees and costs of litigation arising out of resulting from the services to be provided under this Agreement. However, such indemnification shall not apply to the extent that any such claims, damages, losses, and expenses are due to the willful misconduct or sole negligence of Consultant.

8) Dispute Resolution

In an effort to resolve any conflicts that arise during the design or construction of the project or following completion of the project, the Client and Consultant agree that all disputes between them arising out of relating to the Agreement shall be resolved in accordance with the following procedures:

(a) Special Meeting. The parties shall first attempt to resolve any difference by businesslike negotiations. Either the Client or Consultant may call a special meeting, which shall specify the nature of the dispute to be resolved. This meeting shall be held within 3 working days of a written request, and shall take place at the job sites, Consultant's office, or such other location as shall be mutually agreed. The meeting shall be attended by representatives of Client, Consultant, and if necessary, other involved parties, who have authority to resolve the dispute. The parties shall make a good faith effort to resolve their differences at this meeting.

(b) Mediation. If the parties are not able to resolve the conflict through negotiation within 5 business days of the special meeting, the Client and Consultant agree that the dispute shall be submitted to nonbinding mediation unless mutually agreed in writing otherwise. This mediation shall be a prerequisite to either party pursuing further legal action, and no such legal action shall be initiated by either party until a good faith effort has been made by the parties to resolve their differences through the mediation process unless both parties agree to waive this mediation requirement. The costs of the mediation shall be equally shared by all involved parties.

9) Delays

Consultant will be excused for any delay in completion of this Agreement caused by acts of God, acts of Client or Client's employees or agents, inclement weather, labor trouble, acts of public utilities, public bodies or inspectors, extra work, failure of Client to make payments promptly, or other contingencies unforeseen by Consultant and beyond the reasonable control of Consultant.



10) Termination of Agreement

In the event that either party desires to terminate this Contract prior to completion of the Project, written notification of such intention to terminate must be tendered to the other party. In the event that Client notifies Consultant of such intention to terminate Consultant's services prior to completion, Consultant reserves the right to complete such analysis and records as are necessary to place files in order, to dispose of samples, put equipment in order, and, where considered necessary to protect its professional reputation, to complete a report on the work performed to date. In the event that consultant incurs costs in Client's termination of this Agreement, a termination charge to cover such costs shall be paid by the Client.

In the absence of notification of termination, this Agreement shall continue in full force and effect until such time as Consultant has completed its services.

11) No Third Party Beneficiaries

This Agreement is entered into solely for the benefit of Client and Consultant and in no way is intended to benefit or extend any right or interest to any third party. It is the intention of Client and Consultant that they are the sole beneficiaries to the rights and obligations arising herefrom, and any benefit to be derived by any third party is merely incidental to and unintended by the Agreement.

12) Corporate Protection

It is intended by the parties to this Agreement that the Consultant's services in connection with the Project shall not subject the Consultant's individual employees, officers, or directors to any personal legal exposure for the risks associated with this project. Therefore, notwithstanding anything to the contrary contained herein, the Client agrees that as the Client's sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted against the Consultant, a California corporation, and not against any of the Consultant's individual employees, officers or directors.

13) Attorneys' Fees

In the event that either party becomes involved in litigation arising out of this Agreement or the interpretation or performance thereof, the prevailing party shall be entitled to recover its reasonable attorneys' fees, court costs and other non-reimbursable litigation expenses.

14) Merger Clause

This Agreement, including the attached incorporated proposal, constitutes a final, complete, and total integration of any and all understandings between the parties. It

supersedes all prior communications, understandings and agreements, whether oral or written.

Any subsequent change, alteration, addition, or modification must be mutually agreed upon, in writing, and signed by both parties.

15) Notices

Any notice required or permitted under this Agreement may be given by ordinary mail at the address contained in this Agreement, but such address may be changed by written notice given by one party to the other from time to time. Notice shall be deemed received in the ordinary course of the mail.

16) Assignments

The rights and obligations of either party to this Agreement shall not be assigned or otherwise transferred without the prior written consent of the other party. Subject to the foregoing, each party to this Agreement, where applicable, binds itself, its partners, successors, executors, administrators, and assigns with respect to all covenants, conditions, and promises of this Agreement.

17) Individual Responsibility

If Client is a corporation, the individual or individuals who sign this Agreement on behalf of Client warrant that they are duly authorized agents of Client.

18) Invoices

Consultant will submit invoices to Client, at Consultant's option, either semi-monthly or upon completion of the services. Invoices for Consultant's services are due and payable upon receipt, and shall be considered past due if not paid within 30 calendar days of the due date. Invoices will show charges for different personnel and expense classifications. A more detailed separation of charges and backup data will be provided upon Client's request.

A FINANCE CHARGE OF 1.5% PER MONTH, CALCULATED FROM THE INVOICE DUE DATE, WILL BE ASSESSED ON ANY INVOICES NOT PAID WITHIN 30 DAYS.

19) Disputed Invoices

If the Client objects to any portions of an invoice, the Client shall so notify the Consultant in writing within 30 calendar days of receipt of invoice. The Client shall identify the specific cause of the disagreement and the amount in dispute, and shall pay that portion of the invoice not in dispute in accordance with the other terms of this Agreement. Any dispute over invoiced amounts due which cannot be resolved within 11 days by direct negotiation between the parties shall be resolved in accordance with the Dispute Resolution



provisions of this Agreement. Finance charges as stated above shall be paid by the Client on all disputed invoice

amounts that are subsequently resolved in the Consultant's favor, calculated on the unpaid balance from the due date of the invoice.

20) Previous Consultant Fees

Client agrees that any previous consultant retained to perform professional services that are the same or related to those for which this Agreement has been entered, has been or will be promptly paid in full by client. Client shall obtain full rights to use previous consultant's work product, if same is to be used by Consultant.

21) Severability

If any term or provision of this Agreement should be found to be in violation of any law or ordinance, it shall be deemed stricken from the Agreement, and the remainder of the Agreement shall remain in full force and effect.

22) Governing Law and Jurisdiction

This Agreement shall be governed by the law of the State of California, and jurisdiction for any disputes arising under this Agreement shall be brought in a court of competent jurisdiction in San Diego, County, California.

23) Limitation of Liability

CONSULTANT'S LIABILITY FOR DAMAGES DUE TO PROFESSIONAL NEGLIGENCE WILL BE LIMITED TO AN AMOUNT NOT TO EXCEED THE TOTAL FEES RECEIVED BY CONSULTANT UNDER THIS AGREEMENT, OR THE AMOUNT OF \$50,000, WHICHEVER IS GREATER.

IT IS INTENDED THAT THIS LIMITATION APPLY TO ANY AND ALL CLAIMS, LOSSES, COSTS OR DAMAGES, INCLUDING ATTORNEY'S FEES AND EXPERT WITNESS FEES AND COSTS, RESULTING FROM OR RELATED TO THE PROJECT OR THIS AGREEMENT.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of this _____ day of _____, 2014.

CLIENT:

Signature

Name

Title

Address

Date

Telephone Number

SOUTHERN CALIFORNIA SOIL AND TESTING, INC.:

Signature

Neal W. Clements, P.E.
Name

C.E.O.
Title

6280 Riverdale Street, San Diego, CA 92120
Address

Date

14-0241
Proposal Number



California Certification Report

49756 - SOUTHERN CALIFORNIA SOIL & TESTING - SB | DVBE

Legal Business Name	SOUTHERN CALIFORNIA SOIL & TESTING, INC.		
Doing Business As	SOUTHERN CALIFORNIA SOIL & TESTING		
Address	6280 RIVERDALE STREET	Phone	(619) 280-4321
	SAN DIEGO, CA 92120	FAX	(619) 280-4717
Email	kfregoe@scst.com		
Web Page	http://www.scst.com		
Active Certifications	SB Jul 18, 2013 - Dec 31, 2016		
	DVBE Dec 27, 2013 - Dec 31, 2016		
Business Types	Service;		
Classifications	[811015] Civil engineering		
	[811415] Quality control		
Keywords	ENGINEERING GEOTECHNICAL GEOLOGY MATERIALS SOIL TESTING INSPECTION LABORATORY ROOFING WATERPROOFING FEASIBILITY SEISMIC ANALYSIS OBSERVATION CONCRETE ASPHALT AGGREGATE STEEL WELDING POST-TENSION NON-DESTRUCTIVE R-VALUE SHEAR COMPACTION PLASTICITY SIEVE		

CERTIFIED SMALL BUSINESS LISTING FOR THE NON-SMALL BUSINESS PREFERENCE

DES-OE-0102.8 (REV 2/2011)

BIDDER NAME HAZARD CONSTRUCTION COMPANY

CONTRACT NO. 11-416104

List the description of work, name, telephone number, certification number, and dollar amount of each certified small business who will be employed on this project. Failure to provide this information may be cause for denial of the non-small business subcontractor preference. Attach additional sheets if necessary.

Submit to:

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

Bid Item Number	Description of Work, Service, or Materials	Certified Small Business (Name, Telephone No., and Certification No.)	\$ Amount
43, 44	ELECTRICAL	LEKOS ELECTRIC 619-447-7661 NO. 1744968	\$ 30,000.-
9	WPCP	TERRA WEST 619-591-1007 NO. 44127	\$ 650.-
2	CONSTRUCTION AREA SIGNS	ARROW SIGNS 951-813-1053 NO. 42689	\$ 4,645.-
3(P) 25, 26, 28, 37, 38, 42, 45(P)	STRIPING & MARKERS, ROAD SIGN SIGNS, TRAFFIC CONTROL (P) MOBILIZATION (P)	MALLARD CONSTRUCTION 714-785-5394 NO. 1748928	\$ 23,952. ⁵⁰
19 (P)	ASPHALT TESTING	SOUTHERN CALIFORNIA SOIL AND TESTING 619-280-4321 NO. 49756	\$ 13,052.-
19 (P)	HAUL ASPHALT AND ASPHALT GRINDS	K-COMPANY 760-525-8416 NO. 54281	\$ 52,340.- JAM \$ 52,715.-
14 (P)	REMOVE BERM	LINDY'S COLD PLANING DBA CINDY TRUMP, INC. 562-697-2286 NO. 1752546	\$ 29,532.-
15 (P)	COLD PLANE ASPHALT		145,171. ⁵⁰ JAM
Chad Opper			\$ 145,516. ⁵⁰

Person to Contact

(Please Type or Print)

858-587-3600 EXT. 122
(Area Code) Telephone Number

Total Claimed Participation

JAM 27 % of Contract
26.93

ADA Notice

For individuals with sensory disabilities, this document is available in alternate formats. For information call (916) 654-6410 or TDD (916) 654-3880 or write Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814.



Lekos Electric, Inc.

1370 Pioneer Way
El Cajon, CA 92020
Tel (619) 447-7661
Fax (619) 447-0402

License No. 588410 C-10, Expires 2/29/16
State Certified Small Business No.1744968, Expires 7/31/14

FAX TRANSMITTAL

DATE: April 23, 2014 **TIME:** 2:28 pm
TO: Hazard Construction **ATTN:** Chad Opper
RE: Route 15 Cold Plane and Overlay On-Ramps and Off-Ramps at
Carmel Mountain Road - Caltrans 11-416104 - **REVISED**

MESSAGE: The following is a quote to modify the above referenced traffic signal per the plans provided.

Item #43	Maintaining Existing Traffic Management System Elements During Construction	LS	\$ 500.00
Item #44	Modify Ramp Metering System	LS	\$29,500.00
TOTAL			\$30,000.00

Excludes: Bonds, Fees, Permits, Traffic Control

NAME: John Lekos

TITLE: Vice President

NUMBER OF PAGES INCLUDING COVER SHEET: 1

California Certification Report**1744968 - LEKOS ELECTRIC INC - SB**

Legal Business Name	LEKOS ELECTRIC INC		
Doing Business As	LEKOS ELECTRIC INC		
Address	1370 PIONEER WAY	Phone	(619) 447-7661
	EL CAJON, CA 92020	FAX	(619) 447-0402
Email	john@lekos.net		
Web Page			
Active Certifications	SB Jul 18, 2013 - Jul 31, 2014		
Business Types	Construction;		
Classifications	[261216] Electrical cable and accessories		
	[321218] Signal filters		
	[321515] Control indicating and signaling devices		
	[321518] Safety control devices		
Keywords	Installation of traffic signals		



Prop #: 14-059
April 23, 2014

BID PROPOSAL

Estimating Department,

Terra West, Inc respectfully submits a quotation for the following project:

Owner: **CALTRANS**
 Contract: **11-416104**
 Location: **Route 15**
 Bid Date: **4/24/2014**

Bid Item No.	Item Description	Qty	Unit	Unit Price	Extension
9	Prepare Water Pollution Control Program	1	LS	\$650.00	\$650.00

WPCP:

- Quote includes initial preparation of WPCP with up to 3 hard copies and electronic copy. At least ten (10) business days notice required for document preparation.
- Additional copies will be billed at \$65.00 each + shipping. Request for changes to WPCP after initial acceptance by owner will be billed at the rate of \$85.00/hr with minimum charge of 1 hr. Rate after 1st hour will be billed in ¼ hr increments.
- Payment in full is due no later than 60 days after initial document approval or project start date (if no written approval is provided). A \$10 monthly fee will be charged on all invoices not paid within the initial 60 day period.

Standard Exclusions:

- Dewatering Plan.
- Hazardous Material Handling/Disposal Plan.
- Contaminated Soil Handling/Disposal Plan.

Best regards,

Roberto Tessada, CPESC, QSD/QSP

CALIFORNIA CERTIFIED SMALL BUSINESS #44127 • CERTIFIED D.B.E. #CUCP 36931

California Certification Report

44127 - TERRA WEST, INC -

Legal Business Name	TERRA WEST, INC		
Doing Business As	TERRA WEST, INC		
Address	591 TELEGRAPH CANYON RD #713	Phone	(619) 591-1007
	CHULA VISTA, CA 91910	FAX	(619) 568-3475
Email	roberto@terrawestinc.com		
Web Page			
Active Certifications			
Business Types	Construction; Service;		
Classifications	[701315] Land and soil protection		
	[701718] Drainage services		
	[721410] Highway and road construction services		
	[721411] Infrastructure building and surfacing and paving services		
	[771217] Water pollution		
Keywords	EROSION CONTROL, SEDIMENT CONTROL, SWPPP, WPCP, WATER QUALITY, STORM DRAIN, HIGHWAY, ROADWAY, SLOPE STABILIZATION, STORM SEWER, FIBER ROLLS, SILT FENCE, SEWER, WATER, CULVERT, PIPE, STABILIZED CONSTRUCTION ENTRANCE, HYDROSEED		



ARROW SIGNS

42085 Vandamere Court
Temecula, Ca. 92592
Ph. (951) 813-1053
Fax (951) 302-2814

Licenses #898477
Laborers Union
Small Business
SBE # 42689

ESTIMATE

TO: CONTRACTORS

PROJECT: 11-416104

BID DATE: 4/24/14

TO ESTIMATORS:

Construction Area Signs: Estimate includes delivery, installation and removal of signs. The price does not include maintenance, change of dates, relocation, or replacements.

****Note**** All signs become the property of ARROW SIGNS upon the completion of the job. Bonds are not included in this bid. Estimates expire 90 days from the bid date without notice of acceptance from the contractor. A minimum of 2 weeks lead time is required for scheduling new jobs.

CONSTRUCTION AREA SIGNS: # 2 *# 4,645* Includes 2
Type 2 Funding Signs.

ROADSIDE SIGNS: # 25 \$ 13.85
26 \$ 285.00

will split out

ADDITIONAL ITEMS: #

If you have any question regarding any portion of this quote, do not hesitate to call MATT MCVEY (951) 813- 1053.

THANK YOU for your time and consideration.

Sincerely,

Matt McVey
MATT MCVEY

California Certification Report**42689 - ARROW SIGNS - MB**

Legal Business Name	ARROW SIGNS		
Doing Business As	ARROW SIGNS		
Address	42085 VANDAMERE CT	Phone	(951) 813-1053
	TEMECULA, CA 92592	FAX	(951) 302-2814
Email	mjmcvey@verizon.net		
Web Page			
Active Certifications	SB (micro) May 23, 2013 - May 31, 2015		
Business Types	Construction;		
Classifications	[721033] Infrastructure maintenance and repair services		
Keywords	DELIVERY, INSTALLATION, AND REMOVAL OF CONSTRUCTION AREA SIGNS AND ROADSIDE SIGNS		

- B. The following materials and services are included in this quote: Thermoplastic [No], Paint [No], Markers [No], Traffic Signs-Striping Plans Only [No], Mast Arm Signs - To be Supplied Only [No], Thermo/ Paint removal [No], Marker removal [No], Temporary striping [No], Temp tab removal [No], Post "No Parking" Signs [No], Curb Painting [No], Channelizers [No]
- C. [1] Total move-ins included in this quote for permanent striping / Striping Removals. Additional move in charge. \$1,950.00
- D. No Traffic control is included in this quote. Traffic control when included in this quote is only for Mallard Const. Operations.
- E. If General Contractor or any of its sub-contractors work within Mallard Const. traffic control, the expense will be shared accordingly at Mallard Const. discretion. No advance posting, signing, or CMS is included for Mallard Const. traffic control.
- F. Prime Contractor to provide us with a JOBSITE secure area for temporary storage of all hazardous stripe removal debris.
- G. Prime Contractor to provide disposal area & dispose of all non-hazardous stripe & marker debris. Disposal area to be on site.
- H. Pre-striping pavement preparation, including sweeping, concrete curing material removal are to be provided by others.
- I. If Bonding is required Please add 3% to the total bid price. A minimum price of \$ 400.00 will be required for all bonds.
- L. Contractor is responsible for markings of all sign & post installations. It's Contractor's responsibility to install & remove USA Markings.

Payment Terms:

Contractor to provide monthly progress payments for all completed work in accordance with the bid pricing schedule. Monthly payments must be received in full by Mallard Const. 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.

Retainage percentage on monthly progress payments to be no greater than the percentage retained by the Owner on its payments to the Contractor. If Owner reduces the retainage percentages on payments to the Contractor, the Contractor shall likewise reduce the retainage percentage on payments to Mallard Const. Full retention to be released no later than thirty (30) days after completion of Mallard Const. work. Excessive or delinquent retainage will be subject to the highest interest rate allowed by law.

General Terms & Conditions

NOTE: All contracts must be written to our legal corporate name "Mallard Construction, Inc."

Mallard Const. requires a written contract, purchase order or signed quote prior to the start of work.

Any required Testing, Engineering, Design, Permits, Licenses or Applications, and the like to be provided by others.

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 Mallard Const. 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; whichever method results in a higher overall payment.

Mallard Const. 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 Mallard Const. For the delays caused by the aforementioned, Mallard Const. 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 / Agency. Mallard Const. will be granted an extension of time to perform its work tantamount to the delays.

Price includes General Liability Insurance coverage up to Two Million Dollars, Auto Liability up to One Million Dollars, and Umbrella Liability up to Five Million Dollars. Bid Price does not include cost for insurance requirement beyond that requirement. Price does not include any special insurance requirement (i.e. Railroad Insurance, etc). An additional cost will be required for this type of policy.

Mallard Const. requires fifteen (15) working days notice prior to commencement of any production activity. If any of Mallard Const. work will be a controlling operation on the critical path of this project, Mallard Const. 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 Mallard Const. for this work.

All changes to the original scope of work or proposed extra work must be directed by the Contractor in writing prior to Mallard Const. performing this work.

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 Addition Move-in Charge as quoted herein.

Mallard Const. must receive a letter of intent to award us the subcontract no later than (30) calendar days after bid date or this Subcontract Quotation becomes null and void. Also, This quote shall become a part of any and all subcontract agreements and / or purchases orders related to the project. Violation of this action can nullify this proposal.

Submitted by: Gary Rivers, Estimating Manager
Cell Phone 714-785-5394, Fax Number 714-974-1753

I hereby accept all terms and conditions of this proposal and that this proposal will be incorporated into all contract agreements

Signature: _____ Print Name: _____
Company: _____ Position: _____

California Certification Report

1748928 - MALLARD CONSTRUCTION INC - SB | DVBE

Legal Business Name	MALLARD CONSTRUCTION INC		
Doing Business As	MALLARD CONSTRUCTION INC		
Address	638 W SOUTHERN AVE	Phone	(760) 550-1645
	ORANGE, CA 92865	FAX	(714) 974-1753
Email			
Web Page			
Active Certifications	SB Nov 4, 2013 - Nov 30, 2016		
	DVBE Nov 4, 2013 - Nov 30, 2016		
Business Types	Construction; Non-Manufacturer;		
Classifications	[721410] Highway and road construction services		
Keywords	Highway Safety Road Signs Stripping Road K-Rail Road Dividers Roofing waterproofing Metal Roofing Siding		



San Diego
619.280.4321

Indio
760.775.5983

Beaumont
910.381.7188

Toll Free
877.215.4321

6280 Riverdale Street
San Diego, CA 92120

83-740 Citrus Avenue, Suite G
Indio, CA 92201-3438

514 N. California Avenue, Suite 5
Beaumont, CA 92223

www.scst.com

April 23, 2014

SCS&T Proposal No. 14-0241

Mr. Jason A. Mordhorst
Vice President – Estimating
Hazard Construction
6465 MarIndustry Drive
San Diego, California 92121

Subject: BUDGET ESTIMATE FOR
ASPHALT CONCRETE TESTING SERVICES
11-416104 I-15 RAMPS AT CARMEL MOUNTAIN ROAD
SAN DIEGO COUNTY, CALIFORNIA

Dear Mr. Mordhorst:

In accordance with your request, Southern California Soil and Testing, Inc. (SCS&T) is pleased to submit this budget estimate to provide quality control testing services for the subject project. We understand our work will consist of providing quality control testing services in accordance with Caltrans Section 39.

COST INFORMATION

We propose to provide our services on a time and materials basis according to the Schedule of Fees included in this budget estimate. Based on the above scope, we estimate our fees to be approximately **\$12,809**. A cost table presenting a breakdown of our estimate has been provided in this budget estimate. We will invoice for services performed at the specified unit rates for the quantities shown in the attached budget estimate. The estimated budget covers services specifically outlined in this proposal. Should additional services become necessary and/or requested, the additional services will be invoiced in accordance with the rates listed on the attached Schedule of Fees.

DEFINITION OF RESPONSIBILITY

The presence of our field representative will be for the purpose of observing the construction and reporting its general compliance with the approved plans and the applicable building codes. Our work does not include the supervision or direction of the contractor's work, his employees or agents. The contractor is responsible for his/her own work, and neither the presence of our field personnel nor the observation and testing by this firm should excuse him in any way for defects in his work. It should further be understood that we are not responsible for site safety. During the course of a subsurface investigation, heavy equipment may disrupt the site.

LIMITS OF LIABILITY

Consultant's liability for damages due to professional negligence will be limited to an amount not to exceed \$50,000 or our fees, whichever is greater. Client further agrees to notify any person or entity who may perform work or provide services in connection with any design, report, or study prepared by Consultant of such limitation of professional liability, and to require, as a condition precedent to their performing any work or providing any services on the project, their written agreement that this limitation of Consultant's liability to all persons or entities arising out of or related to its services under this Agreement shall not exceed the above-stated limits. Because of the nature of subsurface investigations, we may cause damage to your site. It shall be the responsibility of the client and not SCS&T to return the site to its original condition.

AUTHORIZATION

This budget estimate will be valid for 90 days. SCS&T will accept authorization to proceed upon approval of this proposal and receipt of the Professional Services Agreement signed by an officer of your company. We will in turn, send you a fully executed original for your records. SCS&T appreciates this opportunity to provide our professional services and is most interested in becoming a member of your consultant team. SCS&T has considerable experience in successfully providing these services and we are confident that we can provide them in a timely and cost effective manner.

Should you have any questions regarding this budget estimate or if we may be of further service, please contact our office at 619.280.4321.

Respectfully Submitted,
SOUTHERN CALIFORNIA SOIL AND TESTING, INC.



Scott H. Vacula, PE
Senior Engineer

SHV:aw

Attachments: Budget Estimate
2014 Adjusted Schedule of Fees
Professional Services Agreement

- (1) Addressee via e-mail at JMordhorst@hazardconstruction.com
- (1) Chad Opper via e-mail at copper@hazardcon.com





BUDGET ESTIMATE SUMMARY ASPHALT CONCRETE TESTING SERVICES

	Estimated Hours/Unit	Rate/Unit	Total Cost
FIELD SERVICES			
DEPUTY INSPECTOR/TECHNICIAN			\$4,148.00
	<i>Asphalt</i>		
Technician - Field (assume approx. 3 nights)	32 24 hours	@ \$106.00 /hour	\$2,544.00 = 3,392
Technician - Field (OT for 3 nights - 2 hrs per night)	6 hours	@ \$126.00 /hour	\$756.00
Technician - Data Cores	8 hours	@ \$106.00 /hour	\$848.00 = 848
PROFESSIONAL STAFF			\$2,720.00
Pre-Paving Meeting	x 2 2 hours	@ \$140.00 /hour	\$280.00 = 560
Project Management - QC Manager	x 2 2 hours	@ \$140.00 /hour	\$280.00 = 560
QC Plan	1 report	@ \$1,200.00 /hour	\$1,200.00 = 1200
Staff Engineer - DIME Data Entry	8 hours	@ \$120.00 /hour	\$960.00 = 960
SUBTOTAL FOR FIELD SERVICES			\$6,868.00
MATERIALS LAB TESTING			
Unit Weight of Core Samples (Cal 308)	36 tests	@ \$40.00 /test	\$1440.00 = 1440
Material Sample Pick Ups	4 trips	@ \$66.00 /trip	\$264.00 = 264
Aggregate Gradation (1 per 750 tons)	4 tests	@ \$80.00 /test	\$320.00
Asphalt Binder Content (Cal 382)	4 tests	@ \$183.00 /test	\$732.00 = 732
Moisture Content (1 per 2,500 tons or per day)	1 tests	@ \$50.00 /test	\$50.00 = 50
Maximum Theoretical Density (Cal 309) (2 per day)	4 tests	@ \$133.00 /test	\$798.00 = 532
Stabilometer Value (Cal 366) (1 per 4000 tons or 2 per 5 days)	1 tests	@ \$447.00 /test	\$447.00 = 1200
Air Void Content (1 per 4000 tons or 2 per 5 days)	1 tests	@ \$66.00 /test	\$66.00
Optimum Binder Content (Cal 367) (Assume 1 per project)	1 test	@ \$3,100.00 /test	\$3,100.00 = 1314
SUBTOTAL FOR MATERIALS LAB TESTING			\$5,941.00
TOTAL FOR SPECIAL INSPECTION AND MATERIALS TESTING SERVICES			\$12,809.00

HAMBURG

13,052.



**SOUTHERN CALIFORNIA
SOIL & TESTING, INC.**
SBE | SLBE | DVBE | SDVOSB

San Diego
619.280.4321

Indio
760.775.5983

Beaumont
910.381.7188

Toll Free
877.215.4321

6280 Riverdale Street
San Diego, CA 92120

83-740 Citrus Avenue, Suite G
Indio, CA 92201-3438

514 N. California Avenue, Suite 5
Beaumont, CA 92223

www.scsst.com

*Schedule of Fees for Professional Services
Effective January 1, 2014*

PROFESSIONAL SERVICES

Engineer/ Geologist

Principal Engineer/Geologist	\$174
Senior Engineer/Geologist	140
Staff Engineer/Geologist	120
Concrete Mix Design Review	174
Deposition and Trial Testimony (4-Hour Minimum, with any time over 4 hours billed as 8 hours)	365

Technician

Soils/Materials/QA-QC Supervisor	\$116
Soils Technician	106
Materials Technician (ACI)	106
QA/QC Technician (Third Party)	116
Floor Flatness (Dip Stick) Technician	208
Coring - Asphalt, Concrete, Masonry and Gunite	182

Certified Deputy Inspection

Certified Materials Special Inspector	\$106
Certified Building Inspector	116
NDT Technician (UT, MT, DT, VT)	116
Batch Plant Inspector.....	85
OSPHD Inspector A, B	108
OSPHD Inspector C	98
AWS Certified Welding Inspector (Field Welding, Shop Welding, High-Strength Bolting)	116

Miscellaneous

Overtime and Saturday Rate	1.5 x Regular Hourly Rate
Sunday and Nationally Recognized Holiday Rate (including the day after Thanksgiving)	2 x Regular Hourly Rate
Minimum Professional Fee.....	\$520/Project
Minimum Field Services Fee.....	\$415/Project
Rush Surcharge.....	normal rate plus 50%
*Prevailing Wage Hourly Surcharge for Technicians and Inspectors per California Labor Code §720, et. Seq	\$25/hour

TRAVEL

Personnel	Regular Hourly Rate
Per Diem (variable, depending on location)	\$90-170/day
Delivery	\$66
Sample Pick up (San Diego, Riverside and San Bernardino Counties)	\$66

EQUIPMENT AND MATERIALS

Nuclear Gauge.....	Included in Technician Rate
Floor-Level Survey (Zip Level).....	\$62/day
Rebound Hammer (ASTM C805).....	\$11/hour
Generator	\$52/day
Equipment/Materials.....	Cost + 20%
Pachometer	\$11/hour
Hydraulic Jack.....	\$11/hour
Torque Wrench.....	\$11/hour
Concrete Vapor Emission Kits (ASTM F1869).....	\$36/kit
Monarch B25 Spray Nozzle.....	\$26/day
Multi-Nozzle Water Spray Rack ASTM Certified.....	\$210/day
Test Chamber and Water Spray Rack (ASTM E331)	2, 185/day

LABORATORY TESTS

Soil and Aggregate

Maximum Density, 4-inch mold (ASTM D1557)	\$200
Maximum Density, 6-inch mold (ASTM D1557)	220
Rock Correction for Maximum Densities.....	26
Plasticity Index (ASTM D4318).....	127
Hydrometer Analysis (ASTM D422)	110
Collapse Potential (ASTM D5333)	110
Expansion Index (ASTM D4829).....	177
Sieve Analysis (ASTM D422)	83
Direct Shear, Normal Speed (ASTM D3080).....	208
Direct Shear, Slow Speed (ASTM D3080).....	332
Resistance Value, R-Value (Cal 301, ASTM D2844).....	276
California Bearing Ratio with Max Density C (ASTM D1883).....	618
Sand Equivalent (Cal 217, ASTM D2419)	88
Corrosivity (inc. pH, resistivity, soluble chloride, sulfates).....	187
Sieve Analysis, Coarse (ASTM C136).....	59
Sieve Analysis, Fine (ASTM C136).....	74
Specific Gravity, Coarse (ASTM C127)	69
Specific Gravity, Fine (ASTM C127)	69
Durability Index (Cal 227)	224

Asphalt Concrete

Hveem – Maximum Bulk Specific Gravity (Cal 308) per plug.....	\$133
Hveem and Stabilometer (Cal 308/366) per plug	175
Rice – Maximum Theoretical Specific Gravity (ASTM D2041).....	266
Bulk Specific Gravity, Cores (ASTM D1188)	58
Sieve Analysis Extracted Aggregate (ASTM D5444).....	89

Percent Bitumen (ASTM D6307)	183
Marshall Density (ASTM D6926) per plug.....	133
Marshall Density, Stability and Flow (ASTM D6927) per plug ...	175

Masonry

Compressive Strength, Block 8"x 8"x16" (ASTM C140)	\$52
Compressive Strength, Prisms 8"x16"x8" or smaller	110
Compressive Strength, Prisms Larger than 8"x16"x8"	149
Compressive Strength, Grout 3"x3"x6" (ASTM C1019).....	27
Compressive Strength, Mortar 2"x4" (ASTM C780)	27
Compressive Strength, Mortar 2"x2" (ASTM C109)	29
Linear Shrinkage, Block (ASTM C426)	252

Concrete

Compressive Strength, Cylinders (ASTM C39)	\$27
Compressive Strength, Core (ASTM C42)	59
Compressive Strength, Shotcrete Panel, 3 cores (ASTM C1140) .	290
Splitting Tensile Strength, 6"x12" Cylinder (ASTM C496)	74
Flexural Strength, 6"x6"x24" Beam (ASTM C78).....	74
Length Change, Mortar or Concrete (ASTM C157)	371

Metals

Tensile Strength, #3 - #8 Reinforcing Steel (ASTM A615/A706) .	\$74
Tensile Strength, #9 - #11 (ASTM E8)	90
Bend Test, #3 - #11 Reinforcing Steel (ASTM E8).....	45

Additional laboratory testing prices available upon request.

TERMS AND CONDITIONS

All field services will be charged from portal to portal with the following minimum charges:

- A one-hour minimum charge will be applied to materials sampling and sample pickups.
- A two-hour show-up charge will be applied to any service canceled after 4:00 PM the previous day.
- A four-hour minimum charge will be applied to all field services.
- A six-hour charge will be applied to all field services requiring between four and six hours of work.
- An eight-hour charge will be applied to all field services requiring between six and eight hours of work.
- Work in excess of eight hours up to twelve hours in a single day, will be charged in 30-minute increments at 1.5 times the standard rate.
- Work in excess of twelve hours in a day will be charged in one-hour increments at 2.0 times the standard rate.
- The Director of Industrial Relations (DIR) may dictate periodic increases to the prevailing wage during the duration of this project/contract. SCS&T will increase our hourly rate on the effective date determined by the DIR, by a factor of 1.8 times the hourly increase.
- A two and one-half percent (2.5%) fee will be charged for project administrative tasks.
- Certified payroll can be provided if requested. A one-hour administrative charge will be invoiced per pay period.

Work performed by field or laboratory personnel outside of normal business hours (6:30 AM – 5:00 PM) will be charged a premium on a case-by-case basis.

Reimbursables: SCS&T reserves the right to charge for services outside of the contract in the form of reimbursables. These items include, but are not limited to the following consumables: magnetic particle powder, ultrasonic copulvent, concrete cylinder cans, etc. The following are also included: mileage, travel time, equipment rental, administrative time utilized for photocopying, distribution lists, express mailing, archive searches, etc.

Subcontracted services that are included on the Fee Schedule will be charged at those rates. Subcontracted services not included in our Fee Schedule will be charged at cost plus 20 percent. Per Diem charges will be applied to projects outside a 50-mile radius of our office. Mileage will be charged at the rate of 50 cents per mile for distances over 50 miles from the location of dispatch.

Invoices for all services completed or in progress will be submitted bi-monthly. These invoices are due in full upon presentation to the client. Invoices outstanding over 30 days will be considered past due. A finance charge will be computed at the rate of 1.5 percent per month, which is an annual rate of 18 percent and charged on all past due accounts. If legal action is brought on delinquent accounts, the prevailing party shall be entitled to recover its reasonable attorney's fees and other costs of collection.

Our professional engineering, geology, and inspection services are performed in accordance with the current standards of practice in the industry. No other warranty or representation, express or implied, is made or intended.

Should any services provided by SCS&T for this project become subject to state or federal prevailing wage requirements, SCS&T will be compensated for those services at prevailing wage rates, from the date these requirements become effective through completion of the project.

**SOUTHERN CALIFORNIA SOIL AND TESTING, INC.
2014 PROFESSIONAL SERVICES AGREEMENT**

THIS AGREEMENT is made and entered into at San Diego, California, by and between Southern California Soil and Testing, Inc. a California corporation, hereinafter referred to as "Consultant" and, Hazard Construction, hereinafter referred to as "Client."

Client intends to employ SCS&T to provide Asphalt Concrete Testing Services for the 11-416104 I-15 Ramps at Carmel Mountain Road project located in San Diego County, California, hereinafter referred to as "Project."

Now, therefore, in consideration of the terms and conditions hereinafter set forth, the parties hereto agree as follows:

1) Cooperation and Project Understanding

(a) Consultant will render the professional services set forth in the Scope of Work contained in the Consultant's Proposal, which is attached hereto and incorporated into this Agreement. Client will compensate Consultant in accordance with said Proposal.

(b) If Client requires additional services, Client agrees that said additional services shall be paid for by Client at Consultant's fee schedule in effect at the time of the services, or as agreed between Client and Consultant. Additional services verbally requested by Client or by any representative of the Client for the Project shall be subject to all of the terms and conditions of this Agreement unless modified by an amendment or addendum to the Agreement, or a new agreement between the parties for the additional services. A written modification to the Agreement may be requested by either Consultant or Client, and if such a modification is requested, any additional services shall be provided only upon approval in writing by both parties to said modification.

(c) Client will make available to Consultant all relevant information in its possession regarding existing and proposed conditions of the Project site. This information shall include, but not be limited to, all plans, specifications, surveys, test data, and written reports by previous consultants that may pertain to the Consultant's scope of work. Client will immediately transmit to Consultant any new or revised information, which may have an effect on Consultant's services under this Agreement.

(d) It is acknowledged that opinions, recommendations, and advice that may be provided by Consultant will be based on information furnished by Client or other persons or entities retained by Client, and on information obtained by Consultant through Consultant's own investigation, testing, inspection, and observation of work being performed by others. Consultant shall not be responsible for any incorrect advice, judgment, or decision based on any inaccurate or incomplete information furnished by Client or Client's representatives, and Client will indemnify and hold harmless

Consultant against all claims, demands, or liability arising out of or contributed to by such information or lack thereof.

(e) It is also acknowledged that, unless specifically set forth in Consultant's Scope of Work in attached Proposal, Consultant does not direct, control, or supervise the work of other persons or entities on the Project other than those that may be directly retained as subcontractors by Consultant. (Business and Professions Code § 6703.1)

2) Project Site

(a) If applicable, the Client shall indicate to Consultant the property lines of the Project site and be responsible for the accuracy of any boundary markers.

(b) The Client shall secure free and lawful access to the Project site for all necessary equipment and personnel of Consultant. Client shall notify any and all possessors of the project site that Client has granted Consultant free access to the Project site, and Client shall secure permission (and any permits) necessary to allow Consultant free access to the Project site at no charge to Consultant unless specifically agreed to otherwise in the Proposal attached hereto.

(c) If applicable, the Client shall take steps to see that the property is protected, on or off-site, including all landscaping, shrubs, and flowers. While Consultant will take all reasonable precautions to minimize any damage to the property, it will not be responsible for damage to lawns, shrubs, landscapes, walks, sprinkler systems, or underground utilities and installations caused by movement of earth or equipment.

(d) If applicable, the Client shall locate for Consultant and shall assume responsibility for the accuracy of Client's representations as to the locations of all underground utilities and installations. Consultant will not be responsible for damage by it to any such utilities or installations not so located, and any such damage by Consultant may, at Consultant's option, be repaired by Consultant and billed at cost plus 15% to Client.

(e) If applicable, Client shall notify Consultant of all locations where hazardous materials or wastes were stored, used, or disposed on the Project site.

(f) If applicable, Consultant agrees to backfill or adequately cover all open test holes made by it prior to leaving Project site unattended. Consultant agrees that all test holes will be backfilled upon completion of the job. However, Client may request test holes to remain open after completion of Consultant's work. In the event Client so requests, Client agrees to pay for all costs in connection with covering and backfilling said test holes at a later date, and Client shall indemnify and hold harmless Consultant for all claims, demands, and liabilities arising from its request.



3) Safety

Consultant will not be responsible for the general safety on the job or the safety of any equipment or individuals on the Project site other than its own personnel and the equipment under its direction.

4) Ownership of Documents

All reports, boring logs, field data, field notes, laboratory test data, calculations, estimates, and other documents prepared by Consultant, as instruments of service, shall remain the property of Consultant. In the event Client defaults on payment for Consultant's services, Client agrees that all reports and other work furnished to Client or its agents will be returned upon demand and will not be used by Client for any purpose whatsoever. Consultant will retain all pertinent records relating to the services performed for a period of five years following submission of the report, during which period the records will be made available to the Client at all reasonable times.

5) Samples

Consultant, or a subcontracted laboratory, will retain all soil, rock, and concrete samples for thirty (30) days after the issuance of Consultant's report or notification to terminate work. If the Client desires extended storage, the Client shall notify Consultant prior to the expiration date of this period. Extended storage or transfer will be at Client's expense.

6) Professional Standard

Client recognizes the inherent risks associated with the construction of improvements to real property. Client further recognizes that there may be significant variation in site conditions or in the work inspected or materials tested by Consultant. Consultant is responsible for performing its services in accordance with the standard of care set forth in the following paragraph, but this does not relieve the contractor or subcontractor from responsibility for their own work.

Consultant's services consist of professional and technical advice and observation only. Consultant will be responsible only for its own data, interpretations, and recommendations, but shall not be responsible for the interpretations by others of the information developed. In the performance of its professional services, Consultant will proceed with work diligently with competent personnel, and will comply with that level of care and skill ordinarily exercised by reputable professional engineers, geologists, and special inspectors currently practicing under similar conditions in the same or similar localities. No warranty of any kind whatsoever, express or implied, is made or intended by Consultant, its employees or agents, in connection with the services provided under this Agreement.

7) Indemnification

To the fullest extent permitted by law, Client agrees to indemnify, defend, and hold harmless Consultant, its officers, employees, and agents from any and all claims, damages, losses, and expenses, including reasonable attorney's fees and costs of litigation arising out of resulting from the services to be provided under this Agreement. However, such indemnification shall not apply to the extent that any such claims, damages, losses, and expenses are due to the willful misconduct or sole negligence of Consultant.

8) Dispute Resolution

In an effort to resolve any conflicts that arise during the design or construction of the project or following completion of the project, the Client and Consultant agree that all disputes between them arising out of relating to the Agreement shall be resolved in accordance with the following procedures:

(a) Special Meeting. The parties shall first attempt to resolve any difference by businesslike negotiations. Either the Client or Consultant may call a special meeting, which shall specify the nature of the dispute to be resolved. This meeting shall be held within 3 working days of a written request, and shall take place at the job sites, Consultant's office, or such other location as shall be mutually agreed. The meeting shall be attended by representatives of Client, Consultant, and if necessary, other involved parties, who have authority to resolve the dispute. The parties shall make a good faith effort to resolve their differences at this meeting.

(b) Mediation. If the parties are not able to resolve the conflict through negotiation within 5 business days of the special meeting, the Client and Consultant agree that the dispute shall be submitted to nonbinding mediation unless mutually agreed in writing otherwise. This mediation shall be a prerequisite to either party pursuing further legal action, and no such legal action shall be initiated by either party until a good faith effort has been made by the parties to resolve their differences through the mediation process unless both parties agree to waive this mediation requirement. The costs of the mediation shall be equally shared by all involved parties.

9) Delays

Consultant will be excused for any delay in completion of this Agreement caused by acts of God, acts of Client or Client's employees or agents, inclement weather, labor trouble, acts of public utilities, public bodies or inspectors, extra work, failure of Client to make payments promptly, or other contingencies unforeseen by Consultant and beyond the reasonable control of Consultant.



10) Termination of Agreement

In the event that either party desires to terminate this Contract prior to completion of the Project, written notification of such intention to terminate must be tendered to the other party. In the event that Client notifies Consultant of such intention to terminate Consultant's services prior to completion, Consultant reserves the right to complete such analysis and records as are necessary to place files in order, to dispose of samples, put equipment in order, and, where considered necessary to protect its professional reputation, to complete a report on the work performed to date. In the event that consultant incurs costs in Client's termination of this Agreement, a termination charge to cover such costs shall be paid by the Client.

In the absence of notification of termination, this Agreement shall continue in full force and effect until such time as Consultant has completed its services.

11) No Third Party Beneficiaries

This Agreement is entered into solely for the benefit of Client and Consultant and in no way is intended to benefit or extend any right or interest to any third party. It is the intention of Client and Consultant that they are the sole beneficiaries to the rights and obligations arising herefrom, and any benefit to be derived by any third party is merely incidental to and unintended by the Agreement.

12) Corporate Protection

It is intended by the parties to this Agreement that the Consultant's services in connection with the Project shall not subject the Consultant's individual employees, officers, or directors to any personal legal exposure for the risks associated with this project. Therefore, notwithstanding anything to the contrary contained herein, the Client agrees that as the Client's sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted against the Consultant, a California corporation, and not against any of the Consultant's individual employees, officers or directors.

13) Attorneys' Fees

In the event that either party becomes involved in litigation arising out of this Agreement or the interpretation or performance thereof, the prevailing party shall be entitled to recover its reasonable attorneys' fees, court costs and other non-reimbursable litigation expenses.

14) Merger Clause

This Agreement, including the attached incorporated proposal, constitutes a final, complete, and total integration of any and all understandings between the parties. It

supercedes all prior communications, understandings and agreements, whether oral or written.

Any subsequent change, alteration, addition, or modification must be mutually agreed upon, in writing, and signed by both parties.

15) Notices

Any notice required or permitted under this Agreement may be given by ordinary mail at the address contained in this Agreement, but such address may be changed by written notice given by one party to the other from time to time. Notice shall be deemed received in the ordinary course of the mail.

16) Assignments

The rights and obligations of either party to this Agreement shall not be assigned or otherwise transferred without the prior written consent of the other party. Subject to the foregoing, each party to this Agreement, where applicable, binds itself, its partners, successors, executors, administrators, and assigns with respect to all covenants, conditions, and promises of this Agreement.

17) Individual Responsibility

If Client is a corporation, the individual or individuals who sign this Agreement on behalf of Client warrant that they are duly authorized agents of Client.

18) Invoices

Consultant will submit invoices to Client, at Consultant's option, either semi-monthly or upon completion of the services. Invoices for Consultant's services are due and payable upon receipt, and shall be considered past due if not paid within 30 calendar days of the due date. Invoices will show charges for different personnel and expense classifications. A more detailed separation of charges and backup data will be provided upon Client's request.

A FINANCE CHARGE OF 1.5% PER MONTH, CALCULATED FROM THE INVOICE DUE DATE, WILL BE ASSESSED ON ANY INVOICES NOT PAID WITHIN 30 DAYS.

19) Disputed Invoices

If the Client objects to any portions of an invoice, the Client shall so notify the Consultant in writing within 30 calendar days of receipt of invoice. The Client shall identify the specific cause of the disagreement and the amount in dispute, and shall pay that portion of the invoice not in dispute in accordance with the other terms of this Agreement. Any dispute over invoiced amounts due which cannot be resolved within 11 days by direct negotiation between the parties shall be resolved in accordance with the Dispute Resolution



provisions of this Agreement. Finance charges as stated above shall be paid by the Client on all disputed invoice amounts that are subsequently resolved in the Consultant's favor, calculated on the unpaid balance from the due date of the invoice.

20) Previous Consultant Fees

Client agrees that any previous consultant retained to perform professional services that are the same or related to those for which this Agreement has been entered, has been or will be promptly paid in full by client. Client shall obtain full rights to use previous consultant's work product, if same is to be used by Consultant.

21) Severability

If any term or provision of this Agreement should be found to be in violation of any law or ordinance, it shall be deemed stricken from the Agreement, and the remainder of the Agreement shall remain in full force and effect.

22) Governing Law and Jurisdiction

This Agreement shall be governed by the law of the State of California, and jurisdiction for any disputes arising under this Agreement shall be brought in a court of competent jurisdiction in San Diego, County, California.

23) Limitation of Liability

CONSULTANT'S LIABILITY FOR DAMAGES DUE TO PROFESSIONAL NEGLIGENCE WILL BE LIMITED TO AN AMOUNT NOT TO EXCEED THE TOTAL FEES RECEIVED BY CONSULTANT UNDER THIS AGREEMENT, OR THE AMOUNT OF \$50,000, WHICHEVER IS GREATER.

IT IS INTENDED THAT THIS LIMITATION APPLY TO ANY AND ALL CLAIMS, LOSSES, COSTS OR DAMAGES, INCLUDING ATTORNEY'S FEES AND EXPERT WITNESS FEES AND COSTS, RESULTING FROM OR RELATED TO THE PROJECT OR THIS AGREEMENT.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of this ____ day of _____, 2014.

CLIENT:

Signature

Name

Title

Address

Date

Telephone Number

SOUTHERN CALIFORNIA SOIL AND TESTING, INC.:

Signature

Neal W. Clements, P.E.
Name

C.E.O.
Title

6280 Riverdale Street, San Diego, CA 92120
Address

Date

14-0241
Proposal Number



California Certification Report

49756 - SOUTHERN CALIFORNIA SOIL & TESTING - SB | DVBE

Legal Business Name	SOUTHERN CALIFORNIA SOIL & TESTING, INC.		
Doing Business As	SOUTHERN CALIFORNIA SOIL & TESTING		
Address	6280 RIVERDALE STREET SAN DIEGO, CA 92120	Phone	(619) 280-4321
		FAX	(619) 280-4717
Email	kfregoe@scst.com		
Web Page	http://www.scst.com		
Active Certifications	SB Jul 18, 2013 - Dec 31, 2016 DVBE Dec 27, 2013 - Dec 31, 2016		
Business Types	Service;		
Classifications	[811015] Civil engineering [811415] Quality control		
Keywords	ENGINEERING GEOTECHNICAL GEOLOGY MATERIALS SOIL TESTING INSPECTION LABORATORY ROOFING WATERPROOFING FEASIBILITY SEISMIC ANALYSIS OBSERVATION CONCRETE ASPHALT AGGREGATE STEEL WELDING POST-TENSION NON-DESTRUCTIVE R-VALUE SHEAR COMPACTION PLASTICITY SIEVE		

K-COMPANY
P.O. Box 999 La Mesa Ca. 91944
cell(760)525-8416 fax(619)741-8731
CAL TRANS CERTIFIED SB 54281
TRUCKING ONLY QUOTE

Cal Trans 11-416104

4/24/2014

ITEM #	RATE	TRUCK	Location
19	\$12.50 per ton	Booster	Vulcan Otay
19	\$ 9.10 per ton	Booster	R.M.Q.
19	\$ 5.78 per ton	Booster	C.C.A. C.C.
15	\$110.00 per hr.	Booster	Any Location
ITEM 19	2,920 TN x 12.50 =	\$ 36,500.-	
HAUL AC	GRANDS 6 BOOSTERS		
	\$110 HR x 6 BOX 24 HRS =	\$15,840.-	
	TOTAL	\$52,340.-	

HOURLY RATES:

10 WHEELER	\$95.00 Per Hr.	Truck & Pup	\$ 110.00 Per Hr.	End Dump	\$ 115.00 Per Hr.
SUPER 10	\$100.00 Per Hr.	Transfer	\$ 110.00 Per Hr.	Flat Bed	\$ 110.00 Per Hr.
BOOSTER	\$110.00 Per Hr.	Bottoms	\$ 110.00 Per Hr.		

6 HR Minimum for night & weekend work

4 HR MINIMUM ON ALL TRUCKING INCLUDING TONNAGE AND BY THE THE LOAD HAULS

California Certification Report**54281 - K-COMPANY CONTRACTING & TRUCKING - MB**

Legal Business Name	K COMPANY		
Doing Business As	K-COMPANY CONTRACTING & TRUCKING		
Address	PO Box 999	Phone	(760) 525-8416
	LA MESA, CA 91944	FAX	(619) 741-8731
Email	daleatkco@live.com		
Web Page			
Active Certifications	SB (micro) Sep 27, 2013 - Oct 31, 2015		
Business Types	Service;		
Classifications	[241015] Industrial trucks		
	[251016] Product and material transport vehicles		
	[781018] Road cargo transport		
Keywords	INDUSTRIAL TRUCKS, PRODUCT & MATERIAL TRANSPORT VEHICLES, ROAD CARGO TRANSPORT		



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

BID PROPOSAL

CONTRACTOR:
JOB NAME: 11-416104, Carmel Mountain Road
BID DATE: 2/24/2014
CONTACT:
PHONE:
FAX:

Item 15: COLD PLANE ASPHALT CONCRETE PAVEMENT	23,600 SQYD
Clean Asphalt only, no petromat or base	
	<u>Unit Price</u> <u>Extended Amt</u>
Cut and Load	.61 ONLY \$14,396.00
Detail Grind	.26 ONLY \$6,136.00
Sweep	.29 \$6,844.00
Haul	.86 \$20,296.00

→ \$ 20,532

Any berm accessible within cold plane limits will be removed at no charge.

Special Conditions

1. Item 15: Includes: one mobilization, cut, load, detail grind, initial sweep and haul as chosen.
2. Item 15: Excludes: traffic control, handwork, any detail, water meter, PCC grinding, survey, project layout, grading, compaction, temporary tapers and maintenance of the project.
3. Contractor to provide on-site water to milling machines.
4. All work to be done 4 consecutive weeknight shifts.
5. Cut and load scope is minimum accepted. Sweep, detail grind or haul will not be accepted separately.
6. Any delays or additional hours will be billed at hourly rates. Standby will be \$750.00 per day. Additional Mob - \$3,900.00.

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 in 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 Bryan Scott

CALIFORNIA UNIFIED CERTIFICATION PROGRAM DISADVANTAGED BUSINESS ENTERPRISE CERTIFICATE

CINDY TRUMP INC DBA LINDY'S COLD PLANING

925 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, in the following NAICS codes:

NAICS Code(s) * Indicates primary NAICS code

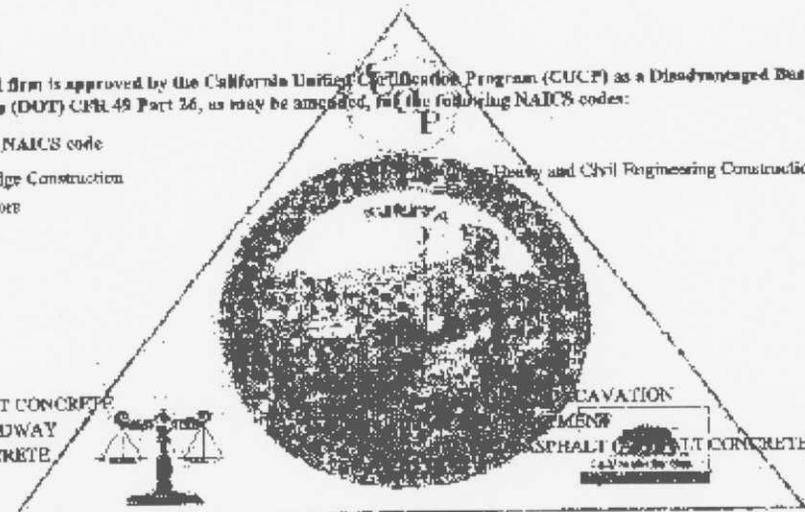
- * 237310 Highway, Street, and Bridge Construction
- 238910 Site Preparation Contractors

Work Category Code(s)

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

Licenses

- A General Engineering Contractor



UNIFIED CERTIFICATION PROGRAM

CERTIFYING AGENCY:
LOS ANGELES COUNTY METRO TRANSPORTATION AUTHORITY (MTA)
ONE GATEWAY PLAZA
LOS ANGELES, CA 90012 0008
(213) 922-2600

UCP Firm Number: 40089


CUCP OFFICER

March 6, 2013

California Certification Report**1752546 - CINDY TRUMP INC DBA LINDYS COLD PLANING - MB**

Legal Business Name	CINDY TRUMP INC DBA LINDYS COLD PLANING		
Doing Business As	CINDY TRUMP INC DBA LINDYS COLD PLANING		
Address	625 W Mountain View LA HABRA, CA 90631	Phone	(562) 697-2286
		FAX	(562) 697-2039
Email	Wegrindasphalt@aol.com		
Web Page			
Active Certifications	SB (micro) Apr 22, 2013 - Apr 30, 2015		
Business Types	Construction;		
Classifications	[221016] Paving equipment [721033] Infrastructure maintenance and repair services [721410] Highway and road construction services [721539] Building site preparation services		
Keywords	Asphalt Grinding, Coldplaning, Plane Asphalt, Roadway Excavation, Finishing Roadway, Lime Treatment, Paving Asphalt, Asphalt Concrete, Site Preparation, Highway Streets and Bridges		