

Second Bidder

9-04-15A10:53 RCVD

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

CONTRACT NO:
12-0E31A4

BID AMOUNT:
\$ 821,006.85

BID OPENING DATE:
9/1/2015

BIDDER'S NAME:
Clean Cut Landscape

DBE GOAL FROM CONTRACT %:
12%

DBE PRIME CONTRACTOR CERTIFICATION ¹ :	TOTAL NUMBER OF ALL SUBCONTRACTS (DBE & NON-DBE):	TOTAL VALUE OF ALL SUBCONTRACTS (DBE & NON-DBE):
N/A	2	\$99,816.00

BID ITEM NO.	ITEM OF WORK AND DESCRIPTION OF SERVICES TO BE SUBCONTRACTED OR MATERIALS TO BE PROVIDED ²	WORK CATEGORY CODES ³	NAME OF DBEs (Must be certified on the date bids are opened. Include Caltrans' certification no., DBE address, and phone number. Show 2nd and lower tier subcontractors)	AMOUNT (\$)
3	Construction Area Signs Install, Maintain, Remove	C1200	Maneri Traffic Control #38078 47423 Rainbow Canyon, Temecula Ca. 92592 Ph: 951-695-5104	\$3,250.00
4	Traffic Control System Lane, Ramp, Shoulder Closures	C1201	Maneri Traffic Control #38078 47423 Rainbow Canyon, Temecula Ca. 92592 Ph: 951-695-5104	\$28,560.00
5	Portable Changeable Message Sign Place, Maintain, Remove	C1200 C1201	Maneri Traffic Control #38078 47423 Rainbow Canyon, Temecula Ca. 92592 Ph: 951-695-5104	\$7,900.00
1	Lead Compliance Plan Prepare LCP	C8851	Appian UDBE SWPPP #38334 5780 Olinda Road, El Sobrante Ca. 94803 Ph: 510-854-9402	\$1,900.00
6	Job Site Management SWPPP Reporting	C8852	Terradyne LAX, Inc. #36927 1509 W. Alton Avenue, Santa Ana Ca. 92704 Ph: 714-557-3200	\$13,500.00

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

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

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

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

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

Total Claimed Participation

^S See Next Page

%

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

Signature of Bidder

9/2/2015
Date

559-322-2041
(Area Code) Tel. No.

Karry Wendel
Person to Contact

(Please Type or Print)

ADA Notice

For individuals with sensory disabilities, this document is available in alternate formats. For information, call (916) 445-1233, TTY 711, or write to Records and Forms Management, 1120 N Street, MS-99, Sacramento, CA 95814.

1 of 4

Contract No. 12-0E31A4

CONTRACT NO:
12-0E31A4

BID AMOUNT:
\$ 821,006.85

BID OPENING DATE:
9/1/2015

BIDDER'S NAME:
Clean Cut Landscape

DBE GOAL FROM CONTRACT %:
12%

DBE PRIME CONTRACTOR CERTIFICATION ¹ :	TOTAL NUMBER OF ALL SUBCONTRACTS (DBE & NON-DBE)	TOTAL VALUE OF ALL SUBCONTRACTS (DBE & NON-DBE)
N/A	2	\$99,816.00

BID ITEM NO.	ITEM OF WORK AND DESCRIPTION OF SERVICES TO BE SUBCONTRACTED OR MATERIALS TO BE PROVIDED ²	WORK CATEGORY CODES ³	NAME OF DBEs (Must be certified on the date bids are opened. Include Caltrans' certification no., DBE address, and phone number. Show 2nd and lower tier subcontractors)	AMOUNT (\$)
7	Prepare SWPPP Prepare Plan	C8852	Terradyne LAX, Inc. #36927 1509 W. Alton Avenue, Santa Ana Ca. 92704 Ph: 714-557-3200	\$1,550.00
8	Rain Event Action Plan Prepare Reports (REAP)	C8852	Terradyne LAX, Inc. #36927 1509 W. Alton Avenue, Santa Ana Ca. 92704 Ph: 714-557-3200	\$4,950.00
9	Storm Water Sampling & Analysis Day Sampling	C8852	Terradyne LAX, Inc. #36927 1509 W. Alton Avenue, Santa Ana Ca. 92704 Ph: 714-557-3200	\$2,025.00
10	Storm Water Annual Report Prepare Report	C8852	Terradyne LAX, Inc. #36927 1509 W. Alton Avenue, Santa Ana Ca. 92704 Ph: 714-557-3200	\$750.00
11	Temporary Check Dam Straw Wattle, Stakes, Rope	C0621	Water Components & Building Supply #27363 44 Simms Street, San Rafael Ca. 94901 Ph: 415-524-8290	\$645.28 x 60%=\$387.17

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

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

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

Total Claimed Participation

See Next Page

%

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

Signature of Bidder

9/2/2015
Date

559-322-2041
(Area Code) Tel. No.

Karry Wendel

Person to Contact

(Please Type or Print)

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Contract No. 12-0E31A4

CONTRACT NO:
12-0E31A4

BID AMOUNT:
\$ 821,006.85

BID OPENING DATE:
9/1/2015

BIDDER'S NAME:
Clean Cut Landscape

DBE GOAL FROM CONTRACT %:
12%

DBE PRIME CONTRACTOR CERTIFICATION ¹ :	TOTAL NUMBER OF ALL SUBCONTRACTS (DBE & NON-DBE)	TOTAL VALUE OF ALL SUBCONTRACTS (DBE & NON-DBE)
N/A	2	\$99,816.00

BID ITEM NO.	ITEM OF WORK AND DESCRIPTION OF SERVICES TO BE SUBCONTRACTED OR MATERIALS TO BE PROVIDED ²	WORK CATEGORY CODES ³	NAME OF DBEs (Must be certified on the date bids are opened. Include Caltrans' certification no., DBE address, and phone number. Show 2nd and lower tier subcontractors)	AMOUNT (\$)
43	1 1/2" Plastic Pipe	C0670	Water Components & Building Supply #27363 44 Simms Street, San Rafael Ca. 94901 Ph: 415-524-8290	\$1,591.4 x 60%=\$954.84
44	2" Plastic Pipe	C0670	Water Components & Building Supply #27363 44 Simms Street, San Rafael Ca. 94901 Ph: 415-524-8290	\$1,764.06 x 60%=\$1,058.44
45	3" Plastic Pipe	C0670	Water Components & Building Supply #27363 44 Simms Street, San Rafael Ca. 94901 Ph: 415-524-8290	\$180.94 X 60%=\$108.56
4	Traffic Control System Solar Arrow Boards, 28" Cones	C0612	Alert-O-Lite Inc. #16345 2379 S G Street, Fresno Ca. 93721 Ph: 559-486-4570	\$27,965.34 x 60%=\$16,779.20

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

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

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

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

Total Claimed Participation \$ 101,145.73

12.3 %

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

Signature of Bidder

9/2/2015
Date

559-322-2041
(Area Code) Tel. No.

Karry Wendel

Person to Contact

(Please Type or Print)

ADA Notice

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MANERI TRAFFIC CONTROL
CONTRACTOR LICENSE # 892008
SMALL BUSINESS CERTIFIED (OSDS REF # 53767)
DBE CERTIFIED (FIRM #38078)
DIR # 1000011349
UNION SIGNATORY



SIGN AND TRAFFIC QUOTE

PROJECT: 12-0E31A4-AMENDED
BID DATE: 09/01/15

TO: CLEAN CUT
ATTN: ESTIMATOR

TO ESTIMATOR:

✓ CONSTRUCTION AREA SIGNS: (ITEM #3)

ITEM #3 \$3,250.00 **WITH USE OF MTC FOR ITEM #4**

(ITEM #3 PRICE INCLUDES TWO TYPE II FUNDING SIGNS, IF AWARDED CONSTRUCTION AREA SIGNS)

CONSTRUCTION AREA SIGNS: (ITEM #3)

ITEM #3 \$4,125.00 **WITHOUT USE OF MTC FOR ITEM #4**

(ITEM #3 PRICE INCLUDES TWO TYPE II FUNDING SIGNS, IF AWARDED CONSTRUCTION AREA SIGNS)

ADDITIONAL ITEMS:

ITEM #5- \$790.00 EA PER MONTH $\times 2 = 1580 \times 5 = \underline{\$7900.00}$

TRAFFIC CONTROL: (ITEM #4)

LUMP SUM, 2 LABORERS, 1 TRUCK AND EQUIPMENT (1-8 HOURS)-\$1,490.00 + 890 = $\$2380.00$

****NO INCREASE TO LUMP SUM TRAFFIC FOR DURATION OF PROJECT****

PLEASE SEE ATTACHED QUOTE ALL OTHER PRICES. $\$2380.00 \times 12 = \underline{\$28,560.00}$

IF YOU HAVE ANY QUESTIONS REGARDING ANY PORTION OF THIS QUOTE, PLEASE DO NOT HESITATE TO CALL (760) 535-7881. **THANK YOU** FOR YOUR TIME AND CONSIDERATION.

SINCERELY,

Johnny Maneri

TOTAL = \$39,710.00

NOTE: CONSTRUCTION AREA SIGNS ESTIMATE **INCLUDES DELIVERY, INSTALLATION, AND REMOVAL**. THE PRICE DOES **NOT INCLUDE** MAINTENANCE, CHANGES OF DATES, RELOCATION, OR REPLACEMENTS. **ALL SIGNS** BECOME THE PROPERTY OF MANERI TRAFFIC CONTROL UPON COMPLETION OF THE JOB. FUNDING SIGNS ARE \$850.00, UNLESS NOTED IN THIS BID. MANERI TRAFFIC CONTROL EXCLUDES THE COVERING OF THE G84 SIGN.

MANERI TRAFFIC CONTROL EXCLUDES ALL INSTALLATION AND REMOVAL OF OVERHEAD SIGNS.

ANY ADDITIONAL LICENSE FEES WILL BE THE CONTRACTORS RESPONSIBILITY. IF CONTRACTOR REQUIRES A BOND, A SURETY RATE OF 3% OF THE BOND AMOUNT, PLUS A SBA FEE OF .75% OF THE TOTAL BOND AMOUNT WILL BE ADDED TO THE TOTAL CONTRACT AMOUNT.

MANERI TRAFFIC CONTROL DOES NOT DO TRAFFIC CONTROL PLANS.

47423 RAINBOW CANYON
TEMECULA, CA 92592

OFFICE: 951-695-5104
FAX: 951-695-5105

MANERI TRAFFIC CONTROL

CONTRACTOR LICENSE # 892008
SMALL BUSINESS CERTIFIED (OSDS REF # 53767)
DBE CERTIFIED (FIRM #38078)
DIR # 1000011349
UNION SIGNATORY



BID DATE: 09/01/15

PROJECT: 12-0E31A4-AMENDED

LUMP SUM, 2 LABORERS, 1 TRUCK AND EQUIPMENT (1-8 HOURS).....	\$1,490.00
FLAGGING OPERATION, 2 LABORERS (1-8 HOURS).....	\$1,490.00
FLAGGING OPERATION, 2 LABORERS (1-8 HOURS) WITH RUMBLE STRIPS.....	\$1,790.00
PILOT CAR OPERATION, 3 LABORERS (1-8 HOURS).....	\$2,150.00
PILOT CAR OPERATION, 3 LABORERS (1-8 HOURS) WITH RUMBLE STRIPS.....	\$2,450.00
ONE LABORER W/ TRUCK AND EQUIPMENT (1-8 HOURS).....	\$890.00
ADDITIONAL LABORER (1-8 HOURS).....	\$650.00
RAMP NOTIFICATION SIGN (EACH).....	\$190.00

PCMS BOARDS:

DAILY.....	\$185.00
WEEKLY.....	\$350.00
MONTHLY.....	\$790.00

ARROW BOARDS:

DAILY.....	\$50.00
WEEKLY.....	\$185.00
MONTHLY.....	\$550.00

EQUIPMENT:

DELIVERY (EACH).....	\$100.00
PICK-UP (EACH).....	\$100.00

THE FOLLOWING RATES ARE FOR A SCORPION 100K ATTENUATOR TRUCK USE AGREEMENT

THERE IS **NO MILEAGE CHARGE**

ATTENUATOR TRUCK W/ DRIVER (1-8 HOURS).....	\$890.00
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ATTENUATOR TRUCK W/ OUT DRIVER:

DAILY.....	\$325.00
WEEKLY.....	\$990.00
MONTHLY.....	\$2,850.00

NOTE: CONTRACTOR ASSUMES FULL RESPONSIBILITY FOR BOARD PLACEMENT AND ANY DAMAGES INCURRED (THEFT AND VANDALISM INCLUDED).

ADDITIONAL TIME AFTER 8 HOUR SHIFT WILL BE CHARGED AT THE RATE OF \$125.00 PER HOUR, PER LABORER. FIRST 8 HOURS ON A SATURDAY OR SUNDAY ADD \$295.00 PER LABORER FOR OVERTIME RATE DIFFERENCE.

CANCELLATIONS:

4 HOURS PRIOR TO SHOW UP.....	NO CHARGE
SHOW UP TIME PER LABORER.....	2 HOURS
DIRECTLY AFTER SET UP PER LABORER.....	4 HOURS

OUT OF TOWN (120 MILES FROM COMPANY ADDRESS) CANCELLATIONS REQUIRE 24 HR NOTICE OR CONTRACTOR SHALL BE SUBJECT TO ADDITIONAL CHARGE, MINIMUM OF 4 HOURS PER LABORER.

NOTE: MINIMUM OF 1 HOUR FOR SET UP AND 1 HOUR FOR PICK UP. ABOVE PRICES, **DO NOT** INCLUDE RETENTIONS.

47423 RAINBOW CANYON
TEMECULA, CA 92592

OFFICE: 951-695-5104
FAX: 951-695-5105

MANERI TRAFFIC CONTROL
CONTRACTOR LICENSE # 892008
SMALL BUSINESS CERTIFIED (OSDS REF # 53767)
DBE CERTIFIED (FIRM #38078)
DIR # 1000011349
UNION SIGNATORY



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

47423 RAINBOW CANYON
 TEMECULA, CA 92592

OFFICE: 951-695-5104
 FAX: 951-695-5105

STATE OF CALIFORNIA - DEPARTMENT OF TRANSPORTATION
DBE CONFIRMATION
 DES-OF-0102 13 (NEW 3/2015)

Contract No.
12-0E31A4

Name of LLC, S-Corp or
Maneri Traffic Control

Name of LLC representative
Johnny Maneri
 DEC - contractor number
38078

Name of prime contractor or selected subcontractor
Clean Cut Landscape

Name of subcontractor of bidder or prime contractor
Karry Wendel

Date work was provided to the bidder or prime contractor
August 31, 2015

Item description	Amount in US dollars (plus or minus for tax and other materials) as provided	Amount \$
3	Construction Area Signs	\$3,250.00
4	Traffic Control	\$28,560.00
5	PCMS Rental	\$7,900.00

* If 100% of an item is not to be performed or furnished by the DBE, describe the exact portion of the item to be performed or furnished.

	Total	\$39,710.00
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As an authorized representative of a certified disadvantaged business enterprise, I confirm that my business was contacted by the bidder or prime contractor shown above regarding the contract shown above. If the bidder is awarded the contract, my business will enter into a contractual agreement with the bidder or prime contractor to perform the type and dollar amount of work shown on the DBE Commitment form.

I certify under penalty of perjury that the foregoing is true and correct.

Stella Avila
 Signature of LLC's authorized representative

STELLA AVILA
 Printed name of LLC's authorized representative

ADMIN ASST
 Title of LLC's authorized representative

9/2/15
 Date

ADDITIONAL: For individuals, see 49 CFR 23.107(b); for DBEs, see 49 CFR 23.107(c). For information on the DBE program, see 49 CFR 23.107. For information on the DBE program, see 49 CFR 23.107. For information on the DBE program, see 49 CFR 23.107. For information on the DBE program, see 49 CFR 23.107.



APPIAN UDBE SWPPP

Storm Water Pollution Prevention Plans
Water Pollution Control Programs
Lead Compliance Plans

Certified DBE, WBE, MBE & SBE:

BART - No. 38334
DIR # 1000005242

Business License Number 024765

5780 Olinda Road
El Sobrante, CA 94803

Phone: (510) 854-9402
Fax: (510) 256-0103

Friday, August 28, 2015

ATTN: Saul, Clean Cut Landscape

RE: Contract : **Caltrans – 12-0E31A4**

Install permanent erosion control with irrigation systems, planting.

Bid Date: **September 1, 2015**

Please find below the APPIAN SWPPP quote for the referenced project.

Item #	Item Code	<u>Items bid individually</u>	Bid Price
1	070030	Lead Compliance Plan*	\$1,900.00

* Plan preparation only. Awareness Training, Monitoring or Sampling & Analysis not included.

Good luck,

Thomas Koprek
Estimator
(510) 854-9402

Search Returned 1 Records

Query Criteria

Firm ID: 38334

Firm Type: DBE

Firm ID	38334
Firm/DBA Name	APPIAN UDBE SWPPPS
Address Line1	5780 OLINDA ROAD
Address Line2	
City	EL SOBRANTE
State	CA
Zip Code1	94803
Zip Code2	
Mailing Address Line1	
Mailing Address Line2	
Mailing City	
Mailing State	
Mailing Zip Code1	
Mailing Zip Code2	
Certification Type	DBE
EMail	tomkoprek@yahoo.com
Contact Name	NICOLE KOPREK
Area Code	(510)
Phone Number	375-1927
Alt Area Code	()
Alt Phone Number	
Fax Area Code	(510)
Fax Phone Number	222-0972
Agency Name	BAY AREA RAPID TRANSIT DISTRICT (BART)
Counties	01; 07; 21; 38; 41; 48;
Districts	04;
DBE NAICS	541620;

ACDBE NAICS

Work Codes	C8794 Environmental - Water Quality; C8851 Lead Compliance; C8852 SWPPP Planning;
Licenses	
Trucks	
Gender	F
Ethnicity	BLACK
Firm Type	DBE

[Back To Query Form](#)



Terradyne LAX, Inc.
1509 W. Alton Avenue
Santa Ana, California 92704
Phone: 714.557.3200
Fax: 949.231.1700
www.terradyne.com

August 28, 2015

Mr. Saul Rodriguez
Clean Cut Landscape
8406 N. Armstrong Avenue
Clovis, CA 93619
(559) 322-2041
(559) 322-2071 fax
SaulR@cleancutland.com

Terradyne Proposal No.: **LP15C027**

Terradyne LAX, Inc. (Terradyne), a **DBE/MBE firm # 36927**, is pleased to present this proposal to Clean Cut Landscape (Clean Cut) to provide Water Pollution Services for Caltrans Contract No. **12-0E31A4** as required by the Caltrans general permit issued by the State Water Resources Control Board for Order No. 2012-0011-DWQ, NPDES No. CAS000003, National Pollutant Discharge Elimination System (NPDES) Permit, Statewide Storm Water Permit and Waste Discharge Requirements (WDRs) for the State of California, Department of Transportation (Caltrans).

1. Job Site Management:

1.1. Weekly Inspections

60 Inspections @ \$225.00 each **\$ 13,500.00**

2. Prepare Storm Water Pollution Prevention Plan:

SWPPP Plan Risk Level 2 **\$ 1,550.00**

3. Prepare Rain Event Action Plan:

22 REAPs @ \$225.00 each **\$ 4,950.00**

4. Storm Water Sampling and Analysis Day:

9 Inspections @ \$225.00 each **\$ 2,025.00**

5. Prepare Storm Water Annual Report:

Annual Report

1 Report @ \$750.00 **\$ 750.00**

Exclusions

Consulting services relating to any of the following tasks may be completed by Consultant if negotiated under a separate contract for an additional fee; but are presently specifically excluded from this Agreement:

- **BMP procurement, BMP installation and BMP maintenance is not included in Job Site Management**
- Hazardous wastes
- Construction Administration
- Environmental Studies
- All other services not specifically set forth in the above scope of work

COST ESTIMATE

It is proposed that the fee for the performance of the above outlined services not exceed the above stated amounts. If additional work beyond that outlined in this proposal is required, Terradyne can provide additional services on a unit price basis in accordance with our Schedule of Services and Fees. **The cost estimate does not include the procurement, installation or maintenance of Best Management Practices (BMPs) required to be implemented during the construction of this project.**

OUR PREVIOUS EXPERIENCE

Our Qualified SWPPP Developer and Practitioner, Adam Weister QSD/P, has more than 13 years experience preparing Storm Water Pollution Prevention Plans and monitoring construction sites for Construction General Permit compliance. Mr. Weister has participated in the planning, development, and execution of numerous private and municipal projects throughout Los Angeles, Orange, Riverside, San Diego and San Bernardino Counties.

COMMENCEMENT OF WORK

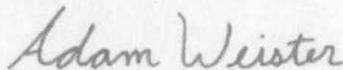
Terradyne will proceed with the work upon written authorization.

TIME SCHEDULE

Our current schedule indicates that we could provide a first draft of the Storm Water Pollution Plan as required in the Project Specifications. If this schedule does not meet your needs, please contact us.

We appreciate and thank you for this opportunity to serve you, and look forward to working with you during the design phase.

Respectfully submitted,
Terradyne LAX, Inc.



Adam Weister, QSD/P
Project Manager

AGREED TO THIS _____ DAY OF _____

BY: _____

TITLE: _____

FIRM: _____

Attachment: Standard Terms & Conditions

STANDARD TERMS & CONDITIONS

Parties and Scope of Work Terradyne, LLC shall include said company or its particular subsidiary or affiliate performing the work and owners, employees, partners, members, officers, directors and agents. All work including additional work ordered by client shall also be subjected to these Standard Terms and Conditions. If client is ordering the work on behalf of another, Client represents and warrants that it is the duly authorized agent of said party for the purpose of ordering and directing said work. Client shall communicate these Standard Terms and Conditions to each and every third party to whom client transmits any part of Terradyne's work. Terradyne should have no duty or obligation to any third party greater than that set forth in Terradyne's proposal. The ordering of work from Terradyne, or the reliance on any of Terradyne's work shall constitute acceptance of the term of Terradyne's proposal and these Standard Terms and Conditions, regardless of the terms of any subsequently issued document.

Invoicing & Payment Invoices are due and payable upon receipt, unless specific arrangements have been made. Accounts become delinquent 30 days after the invoice date. Any balance remaining unpaid on the account 30 days after the invoice date shall be subject to a finance charge, at a periodic rate of 1.50% per month, which is an annual percentage rate of 18%. Terradyne computes the finance charge by applying the periodic rate to the adjusted balance of your account. Taking the balance owed by the client at the end of the previous billing cycle and subtracting all payments and credits received during the present billing cycle determines the balance. To avoid the finance charge, clients must pay the new balance shown on the billing statement within 30 days following the presentation of the billing. The client will be held responsible for any and all costs related to collections, including attorney's fees.

Confidentiality Inherent in our dealings with clients, as a third party independent consulting engineering company, is the confidentiality of all work performed for any client. All plans and/or reports are submitted for the exclusive use of the client to whom it is addressed.

Prevailing Wages This proposal specifically excludes compliance with any project labor agreement, labor agreement, or other union or apprenticeship requirements. In addition, unless explicitly agreed to in the body of this proposal, this proposal specifically excludes compliance with any state or federal prevailing wage law or associated requirements, including the Davis Bacon Act. Due to the professional nature of its services Terradyne is generally exempt from the Davis Bacon Act prevailing wage schemes. It is agreed that no applicable prevailing wage classification or wage rate has been provided to Terradyne, and that all wages and cost estimates contained herein are based solely upon standard, non-prevailing wage rates. Should it later be determined by the Owner or any applicable agency that in fact prevailing wage applies, then it is agreed that the contract value of this agreement shall be equitably adjusted to account for such changed circumstances. These exclusions shall survive the completion of the project and shall be merged into any subsequently executed documents between the parties, regardless of the terms of such agreement. Client will reimburse, defend, indemnify and hold harmless Terradyne from and against any liability resulting from a subsequent determination that prevailing wage regulations cover the Project, including all costs, fines and attorney's fees.

Reports The significance of the report is subject to the adequacy and representative character of the samples, and the comprehensiveness of the test, examination or surveys. No quotation from our reports or use of Terradyne name is permitted except as authorized by Terradyne in writing.

Samples Sampling and testing is performed in general accordance with applicable standard test methods except when otherwise noted. Samples will be discarded 30 days after completion of the test. Upon written request by the client, Samples will be returned and/ or stored at an agreeable charge.

Property Surveys The location of existing and proposed improvement; wells and/or drain fields are not the result of a property survey. Improvement locations are approximate. It is the property owner's responsibility to define property boundaries and ensure all onsite improvements are located within the platted site and out of inappropriate easements. All separation distances are to be verified prior to excavation.

Representations and Limitations of Professional Liability No representations, expressed or implied, are made or intended by the rendering of consulting services or by the furnishing of oral or written report of the findings and laboratory tests performed. Terradyne makes no implied warranty of fitness for a particular purpose of warranty of merchantability or any other express or implied warranties whatsoever. Terradyne (including its owners, agents and employees jointly) liability for damages, due to breach of contract, professional negligence, or any act or omission arising out of the performance of this Agreement will be limited to a sum not to exceed \$10,000 or fee paid whichever is greater, and the amount of the limitation of liability shall include liability for attorney's fees, litigation expenses and costs.

Utilities Terradyne will contact the local one-call public utility locator service and take reasonable precautions to avoid damage or injury to identified underground structures or utilities. Client shall provide any documents necessary or helpful in locating all private underground structures and utilities. Client shall assume responsibility for the accuracy of any information provided. Client agrees to hold harmless, defend, and indemnify Terradyne for any damages to underground structures and utilities, and any damage, injury or death arising directly or indirectly there from, which were not identified on the documents furnished, or by local utility identification agencies.

Delay and Force Majeure Terradyne will be excused for delay in the performance of services under this Agreement if caused by acts of God; inclement weather; acts of utility companies, unions, organized labor, or inspectors; or other unforeseen contingencies; beyond Terradyne's reasonable control.

Indemnification To the fullest extent permitted by law, Client shall hold harmless, indemnify, and defend Terradyne and its owners, partners, members, employees, officers, directors, affiliates, and agents from and against all claims and causes of action for bodily injury, death, property damage, and economic losses that may arise from the performance of services under this Agreement, except where such bodily injury, death or property damage arises directly from the sole negligence, errors, or omissions of Terradyne. Client's agreement to indemnify as stated above in this section includes any indemnifying from, holding harmless for and defending from any liability for claims, damages, attorney's fees, expenses and costs incurred by any third party who asserts a claim against Terradyne in excess of the Limitation of Liability set forth in Limitations of Professional Liability section of the Agreement above.

Consequential Damages Client agrees to waive its rights, if any, to recover from Terradyne and its owners, partners, members, employees, officers, directors, affiliates, and agents any consequential damages incurred allegedly as a result of any acts, errors or omissions arising out of the performance of this Agreement, including the right to recover any lost profits, diminution in value, cost overruns, or delay damages.

Attorney's Fees In the event of any dispute arising out of this Agreement or the performance of this Agreement leads to litigation or arbitration, the successful or prevailing party to any such dispute will be entitled to recover from the other party the party's reasonable and necessary attorney's fees, expenses and costs incurred as a result of the dispute.

Dispute Resolution The parties will attempt to resolve any claim or dispute (whether in contract, tort or otherwise) against the Company, its' agents, employees, successors, assigns or affiliates arising out of or relating to this agreement or the services through mediation utilizing a mutually agreeable mediator, prior to any litigation. Cost of mediation shall be split equally between both parties.

Litigation Support If Terradyne is required by operation of law, subpoena, or other legal process to appear, participate, or give testimony as an expert or fact witness, in any legal discovery, administrative, or court proceeding, as a result of the performance of services under this Agreement, Client agrees to compensate Terradyne pursuant to Terradyne's current fee and rate schedule, and to reimburse Terradyne for all reasonable costs and expenses Terradyne may incur in connection with such activities, including the fees of any attorney Terradyne may retain on its own behalf.

Signature

Search Returned 1 Records

Query Criteria

Firm ID: 36927
Firm Type: DBE

Firm ID	36927
Firm/DBA Name	TERRADYNE LAX, INC
Address Line1	24881 ALICIA PARKWAY, STE E-327
Address Line2	
City	LAGUNA HILLS
State	CA
Zip Code1	92653
Zip Code2	
Mailing Address Line1	24881 ALICIA PARKWAY, STE E327
Mailing Address Line2	
Mailing City	LAGUNA HILLS
Mailing State	CA
Mailing Zip Code1	92653
Mailing Zip Code2	
Certification Type	DBE
E-Mail	APALANIAPPAN@TERRADYNE.COM
Contact Name	A.KUMAR PALANIAPPAN
Area Code	(949)
Phone Number	389-0678
Alt Area Code	()
Alt Phone Number	
Fax Area Code	(949)
Fax Phone Number	231-1700
Agency Name	DEPARTMENT OF TRANSPORTATION
Counties	19; 30; 33; 36; 37; 56;
Districts	07; 08; 11; 12;
DBE NAICS	541330; 541380; 541620; 562910;

ACDBE NAICS

Work Codes	C8710 ENGINEERING; C8713 CONSULTANT, ENVIRONMENTAL; C8715 CONSULTANT, ENGINEERING; C8723 MATERIALS TESTING SERVICES; C8730 SAFETY STUDIES; C8852 SWPPP Planning; I8734 LABORATORY TESTING AND ANALYSIS; J9510 ENVIRONMENTAL QUALITY;
Licenses	EC Civil Engineer;
Trucks	
Gender	M
Ethnicity	ASIAN SUBCONTINENT
Firm Type	DBE

[Back To Query Form](#)

Search Returned 1 Records

Query Criteria

Firm ID: 27363
Firm Type: DBE

Firm ID	27363
Firm/DBA Name	WATER COMPONENTS & BUILDING SUPPLY, INC
Address Line1	P.O. BOX 10007
Address Line2	44 SIMMS STREET
City	SAN RAFAEL
State	CA
Zip Code1	94912
Zip Code2	
Mailing Address Line1	P.O. BOX 10007
Mailing Address Line2	
Mailing City	SAN RAFAEL
Mailing State	CA
Mailing Zip Code1	94912
Mailing Zip Code2	
Certification Type	DBE
E Mail	jane@watercomponents.com; wcbs@watercomponents.com
Contact Name	JANE JENNINGS FIELDS
Area Code	(415)
Phone Number	524-8290
Alt Area Code	()
Alt Phone Number	
Fax Area Code	(415)
Fax Phone Number	524-8293
Agency Name	DEPARTMENT OF TRANSPORTATION
Counties	21; 28; 49;
Districts	04;
DBE NAICS	423320; 423510; 423840; 423990; 444190;

ACDBE NAICS

Work Codes C0612 SAFETY SUPPLIER; C0621 LANDSCAPING MATERIAL SUPPLIER; C0670 PIPE SUPPLIER; C0680 FENCING SUPPLIER; C0685 PAVEMENT MARKERS SUPPLIER; C0698 BUILDING MATERIAL SUPPLIER; C0699 TOOLS Supplier;

Licenses

Trucks

Gender F

Ethnicity CAUCASIAN

Firm Type DBE

[Back To Query Form](#)

STATE OF CALIFORNIA - DEPARTMENT OF TRANSPORTATION
DBE CONFIRMATION
 DES-OE-0102.13 (NEW 3/2015)

Contract No.

12-0E31A4

Name of DBE business
Water Components & Building Supply, INC.

Name of DBE representative

Kiley Olson

DBE certification number

27363

Name of Bidder

Clean Cut Landscape

Name of prime contractor if different from the bidder

Name of representative of bidder or prime contractor

Karry Wendel

Date quote was provided to the bidder or prime contractor

September 1, 2015

Bid Item number	Item of work and description of services to be subcontracted or materials to be provided ¹	Amount (\$)
11	Temporary Check Dam-Straw Wattle, Stakes, Rope	\$645.28
13	Temporary Fiber Roll-Straw Wattle, Stakes	\$21,364.00
14	Temporary Gravel Bag Berm-Gravel Bags, Ties	\$310.65
40	3/4" PLASTIC PIPE (SCHEDULE 40) (SUPPLY LINE)	\$752.97
41	1" PLASTIC PIPE (SCHEDULE 40) (SUPPLY LINE)	\$4,237.27
42	1 1/4" PLASTIC PIPE (SCHEDULE 40) (SUPPLY LINE)	\$2,455.99
43	1 1/2" PLASTIC PIPE (SCHEDULE 40) (SUPPLY LINE)	\$1,591.40
44	2" PLASTIC PIPE (SCHEDULE 40) (SUPPLY LINE)	\$1,764.06
45	3" PLASTIC PIPE (CLASS 315) (SUPPLY LINE)	\$180.94

¹If 100% of an item is not to be performed or furnished by the DBE, describe the exact portion of the item to be performed or furnished.

Total

\$33,302.56

As an authorized representative of a certified disadvantaged business enterprise, I confirm that my business was contacted by the bidder or prime contractor shown above regarding the contract shown above. If the bidder is awarded the contract, my business will enter into a contractual agreement with the bidder or prime contractor to perform the type and dollar amount of work shown on the DBE Commitment form.

I certify under penalty of perjury that the foregoing is true and correct.

Kiley Olson

Signature of DBE's authorized representative

Kiley Olson

Printed name of DBE's authorized representative

Estimating Manager

Title of DBE's authorized representative

9/2/2015

Date

ADA Notice: For individuals with sensory disabilities, this document is available in alternate formats. For information call (916) 654-6410 or TDD (916) 354-3380 or write Records and Forms Management, 1120 N Street, MS-99, Sacramento, CA 95814

Quote

Alert-O-Lite Inc.
 Post Office Box 12224
 Fresno, CA 93777-2224
 5594864570

DBE # 16345

Order Number: 0066570
 Order Date: 9/1/2015

Salesperson: 0001
 Customer Number: 00-CLEANCU

Sold To:
 CLEAN CUT LANDSCAPE
 8406 N. ARMSTRONG AVE
 CLOVIS, CA 93619
 Confirm To:
 STEVE

Ship To:
 CLEAN CUT LANDSCAPE
 8406 N. ARMSTRONG AVE
 CLOVIS, CA 93619

Customer P.O.	Ship VIA	F.O.B.	Terms			
12-0E314A			Net 30 Days			
Item Number	Unit	Ordered	Shipped	Back Order	Price	Amount
WTSP LSAL	EACH	2.00	0.00	0.00	4,275.0000	8,550.00
WANCO SOLAR ARROW BOARD			Whse: 001			<i>#9253.24</i>
110000010611	EACH	1,000.00	0.00	0.00	17.2900	17,290.00
CONE 28" ORG 10# REF RS70045CT			Whse: 001			<i>#18,712.10</i>

Net Order: 25,840.00
 Less Discount: 0.00
 Freight: 0.00
 Sales Tax: 2,125.34
 Order Total: 27,965.34

60% #16,779.20

Search Returned 1 Records

Query Criteria

Firm ID: 16345
Firm Type: DBE

Firm ID	16345
Firm/DBA Name	ALERT-O-LITE, INC
Address Line1	2379 S G STREET
Address Line2	
City	FRESNO
State	CA
Zip Code1	93721
Zip Code2	
Mailing Address Line1	P.O. BOX 12224
Mailing Address Line2	
Mailing City	FRESNO
Mailing State	CA
Mailing Zip Code1	93777
Mailing Zip Code2	2224
Certification Type	DBE
E Mail	debbieh@alertolite.com
Contact Name	DEBBIE HUNSAKER
Area Code	(559)
Phone Number	453-2474
Alt Area Code	()
Alt Phone Number	
Fax Area Code	(559)
Fax Phone Number	453-3250
Agency Name	CITY OF FRESNO
Counties	00;
Districts	00;
DBE NAICS	238990; 423610; 423830; 423990; 532412;

ACDBE NAICS

C0612 SAFETY SUPPLIER; C0683 GUARD RAILINGS & BARRIERS SUPPLIER; C0686 ELECTRICAL & SIGNALS SUPPLIER; C0699 TOOLS Supplier; C1200 CONSTRUCTION AREA SIGNS; C1290 TEMPORARY RAILING (TYPE K); C5601 SIGN STRUCTURE; C5620 ROADSIDE SIGN; C9907 CONSTRUCTION EQUIPMENT RENTAL; C9908 HEAVY EQUIPMENT RENTAL; D3490 FABRICATED METAL PRODUCTS; D3990 MISC MANUFACTURES; F5070 HARDWARE, PLUMBING & HEATING EQUIPMENT; F5090 MISC DURABLE GOODS;

Work Codes

C31 Construction Zone Traffic Control Contractor; D42 Sign Installation;

Licenses

Trucks

Gender

F

Ethnicity

CAUCASIAN

Firm Type

DBE

Back To Query Form

Second Bidder 12



09-04-15A10:53 RCVD

Caltrans[®]

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

FORMS FOR BID

FOR CONSTRUCTION ON STATE HIGHWAY IN ORANGE COUNTY IN SAN JUAN
CAPISTRANO ON ROUTE 5 FROM 0.5 MILE SOUTH TO 0.5 MILE NORTH OF ROUTE 5/74
SEPARATION AND ON ROUTE 74 FROM 0.1 MILE WEST TO 0.1 MILE EAST OF
ROUTE 5/74 SEPARATION.

In District 12 On Routes 5, 74
Under

Notice to Bidders and Special Provisions dated August 3, 2015

Standard Specifications dated 2010

Project plans approved January 26, 2015

Standard Plans dated 2010

To be submitted conjointly with
Electronic *Bid* book dated August 3, 2015

Identified by

Contract No. 12-0E31A4

12-Ora-5,74-9.3/10.0 , 0.0/0.2

Project ID 1200020340

Federal-Aid Project
ACNHP-IMD-X059(062)E

Bids open Tuesday, September 1, 2015

Dated August 3, 2015
AADD

21-12
AADD