

Third Bidder

12-22-15P02:03 RCVD

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

CONTRACT NO:
07-290004

BID AMOUNT:
\$ 13,649,972.50

BID OPENING DATE:
12-17-15

BIDDER'S NAME:
USS Cal Builders Inc.

DBE GOAL FROM CONTRACT %:
11%¹

DBE PRIME CONTRACTOR CERTIFICATION ¹ : N/A	TOTAL NUMBER OF ALL SUBCONTRACTS (DBE & NON-DBE) 7	TOTAL VALUE OF ALL SUBCONTRACTS (DBE & NON-DBE) \$ 4,287,715.60
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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 (\$)
109	90% MAINTAINING EXISTING TRAFFIC MIT ELEMENTS DURING CONSTRUCTION	C8602, C8604	HIGHLIGHT ELECTRIC	5,000
110	90% MODIFY TMS	C8605, C870	PO BOX 733A	50,000
111	90% MODIFY COMMUNICATION SYSTEM	C9859	RIVERLIDE, CA 92513	1,300,000
112	90% WORK AT NINE HUBS		DBE LEM 23842	3,000
113	90% WORK AT LAY HUBS		951 352-9646	10,000
114	90% WORK AT LANTMC			80,000

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

\$ SEE PAGE 5
 SEE PS %

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

12/21/15

Date



714/828-4882

(Area Code) Tel. No.

Eric Othman

Person to Contact

(Please Type or Print)

ADA Notice

For individuals with sensory disabilities, this document is available in alternate formats. For information, call (916) 445-1233, TTY 711, or write to Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814.

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

CONTRACT NO:
07-290004

BID AMOUNT:
\$ 13,649,972.50

BID OPENING DATE:
12-17-15

BIDDER'S NAME:
USS Cal Builders Inc.

DBE GOAL FROM CONTRACT%:
11 2/3

DBE PRIME CONTRACTOR CERTIFICATION ¹ : N/A	TOTAL NUMBER OF ALL SUBCONTRACTS (DBE & NON-DBE) 7	TOTAL VALUE OF ALL SUBCONTRACTS (DBE & NON-DBE) \$ 4,287,715.60
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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 (\$)
115	MODIFY RMS	C8602, C8604	HIGH LIGHT ELECTRIC	100,000
116	MODIFY LIGHTING & ILLUMINATION	C8605, C8700	PO BOX 7379	500,000
117	SYSTEM TESTING & DOCUMENTATION	C985A	RIVERSIDE CA 92513	25,000
			DBE # 28642	
				SUBTOTAL = 2,063,000

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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Total Claimed Participation \$ 2,063,000 SEE PAGE 5
 % SEE PG

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
 Date 12/21/15 (Area Code) Tel. No. 714/828-4882

Eric Othman
 Person to Contact (Please Type or Print)

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

CONTRACT NO:
07-290004

BID AMOUNT:
\$ 13,649,972.50

BID OPENING DATE:

BIDDER'S NAME:
USS Cal Builders Inc.

DBE GOAL FROM CONTRACT %:

DBE PRIME CONTRACTOR CERTIFICATION ¹ : N/A	TOTAL NUMBER OF ALL SUBCONTRACTS (DBE & NON-DBE) 7	TOTAL VALUE OF ALL SUBCONTRACTS (DBE & NON-DBE) \$ 4,287,715.60
--	---	--

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 (\$)
29	90%	Remove Asphalt concrete dike 7000 LF	C1920, C5700	G & F CONCRETE CUTTING	23,100
31	90%	REMOVE INLET	C5111, C9950	PO BOX 10215	12,000
33	90%	REMOVE CONCRETE CURB		SANTA ANA, CA 92711	6,460
34	90%	REMOVE CONCRETE CURB 6,960 LF		DBE # 8735	29,232
				949 / 857-7428	
SUBTOTAL:					70,792

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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Total Claimed Participation

\$ See page 5
 See PC %

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

12/21/15

Date

714/828-4882

(Area Code) Tel. No.

Eric Othman

Person to Contact

(Please Type or Print)

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BID OPENING DATE:

BIDDER'S NAME:
USS Cal Builders Inc.

DBE GOAL FROM CONTRACT %:

DBE PRIME CONTRACTOR CERTIFICATION ¹ : N/A	TOTAL NUMBER OF ALL SUBCONTRACTS (DBE & NON-DBE) 7	TOTAL VALUE OF ALL SUBCONTRACTS (DBE & NON-DBE) \$ 4,287,715.60
--	---	--

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 (\$)
38 partial	MATERIAL DISPOSAL & TRANSPORTATION (NON ACRA HAZARDOUS WHITE OIL)	C9774 E4730 E 4983	MIRANDA LOGISTICS ENTERPRISE LLC 2202 S. FIGUEROA ST. #437 LOS ANGELES, CA 90007 DBE # 39978 424 / 800-3831	581,445

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 PAGES
SEE PS %

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

12/21/15

Date

714/828-4882

(Area Code) Tel. No.

Eric Othman

Person to Contact

(Please Type or Print)

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

CONTRACT NO:
07-290004

BID AMOUNT:
\$ 13,649,972.50

BID OPENING DATE:
12-17-15

BIDDER'S NAME:
USS Cal Builders Inc.

DBE GOAL FROM CONTRACT %:
11 3/8

DBE PRIME CONTRACTOR CERTIFICATION ¹ : N/A	TOTAL NUMBER OF ALL SUBCONTRACTS (DBE & NON-DBE) 7	TOTAL VALUE OF ALL SUBCONTRACTS (DBE & NON-DBE) \$ 4,287,715.60
--	---	--

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 (\$)
70(F) materials	MATERIALS ONLY	C0651, C501	PRECON PRODUCTS	183,319
	MINOR CONCRETE	C5170, D3240	PO BOX 940669 SIMI VALLEY CA 93094	
81 materials	18" REINFORCED CONCRETE PIPE		DBE # 651	121,993.20
82 materials	24" REINFORCED CONCRETE PIPE		505/527 0841	91,209.60
			SUBTOTAL	396,521.60

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.

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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	\$ 3,111,758.60
	22.79%

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

12/21/15

Date

714/828-4882

(Area Code) Tel. No.

Eric Othman

Person to Contact

(Please Type or Print)

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STATE OF CALIFORNIA - DEPARTMENT OF TRANSPORTATION
DBE CONFIRMATION
 DES-0E-0102 13 (NEW 3/2015)

07-290004

High Light Electric

Erwin Mendoza

28842

USS Cal Builders Inc.

Fernando Marquez

12/17/2015

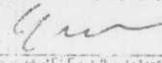
Item Number	Description	Amount
109	Maintaining existing traffic mgt system elements during const.	\$ 5,000.00
110	Modify TMS	\$ 50,000.00
111	Modify Communication System	\$ 1,300,000.00
112	Work at NWK Hub	\$ 3,000.00
113	Work at LAX Hub	\$ 10,000.00
114	Work at LARTMC	\$ 80,000.00
115	Modify RMS	\$ 100,000.00
116	Modify Lighting & Illumination	\$ 500,000.00
117	System Testing & Documentation	\$ 15,000.00

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 \$ 2,063,000.00

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.



Erwin Mendoza

President

12/21/2015

ADA Not ce

[Back To Query Form](#)

Search Returned 1 Records

Mon Dec 21 15:14:34 PST 2015

Query Criteria

Firm ID: 28842
 Firm Type: DBE

Firm ID	28842
Firm/DBA Name	HIGH LIGHT ELECTRIC, INC.
Address Line1	7000 JURUPA AVE.
Address Line2	
City	RIVERSIDE
State	CA
Zip Code1	92504
Zip Code2	
Mailing Address Line1	PO BOX 7339
Mailing Address Line2	
Mailing City	RIVERSIDE
Mailing State	CA
Mailing Zip Code1	92513
Mailing Zip Code2	
Certification Type	DBE
EEmail	erwin.mendoza@hleincusa.com
Contact Name	ERWIN MENDOZA
Area Code	(951)
Phone Number	352-9646
Alt Area Code	(951)
Alt Phone Number	427-2850
Fax Area Code	(951)
Fax Phone Number	352-2498
Agency Name	DEPARTMENT OF TRANSPORTATION
Counties	19; 30; 33; 36;
Districts	07; 08; 12;
DBE NAICS	237130; 237310; 237990; 238210; 238990;

ACDBE NAICS

Work Codes	C8602 SIGNAL & LIGHTING; C8604 LIGHTING; C8605 MESSAGE SIGNS, LIGHTING & SIGN ILLUMINATION; C8700 CONSULTANT, NON ENGINEERING; C9859 Commercial Electrical;
Licenses	A General Engineering Contractor; C10 Electrical Contractor;
Trucks	
Gender	M
Ethnicity	HISPANIC
Firm Type	DBE

[Back To Query Form](#)



DBE



HE HIGH-LIGHT
ELECTRIC INC.

Mailing Address:
P.O. Box 7339
Riverside, CA 92513

Main Office Information:
Phone: (951) 352-9646
Main Fax: (951) 352-2498

LA Metro SBE Cert #5730
License #806335 A, C-10
DIR Registration #100002760
EMAIL: ESTIMATING@HLEINCUSA.COM

Name of Project: Construct concrete barriers and install midwest guard rails

Contract/Project No.: 07-290004

Addendums(s) Noted: 1,2

Bid Date: 12.17.15 **Bid Time:** 2PM

Quote Revision No.: 0

Item #	Bid Item Description	Unit	Qty	Unit Price	Extension Price
109	MAINTAINING EXISTING TRAFFIC MANAGEMENT SYSTEMS ELEMENTS DURING CONSTRUCTION	LS	1	\$5,000.00	\$5,000.00
110	MODIFY TMS	LS	1	\$50,000.00	\$50,000.00
111	MODIFY COMMUNICATION SYSTEM	LS	1	\$1,300,000.00	\$1,300,000.00
112	WORK AT NWK HUB	LS	1	\$3,000.00	\$3,000.00
113	WORK AT LAX HUB	LS	1	\$10,000.00	\$10,000.00
114	WORK AT LARTMC	LS	1	\$80,000.00	\$80,000.00
115	MODIFY RMS	LS	1	\$100,000.00	\$100,000.00
116	MODIFY LIGHTING AND SIGN ILLUMINATION	LS	1	\$500,000.00	\$500,000.00
117	SYSTEM TESTING AND DOCUMENTATION	LS	1	\$15,000.00	\$15,000.00
122	MOBILIZATION	LS	1	\$115,000.00	\$115,000.00
				GRAND TOTAL	\$2,178,000.00

- 10,000 as per Erwin

*** CT DBE CERTIFICATION #28842 ***

Estimator: ERWIN MENDOZA

Phone Extension: 122



Mailing Address:
P.O. Box 7339
Riverside, CA 92513

Main Office Information:
Phone: (951) 352-9646
Main Fax: (951) 352-2498

LA Metro SBE Cert #5730
License #806335 A, C-10
DIR Registration #1000002760
EMAIL: ESTIMATING@HLEINCUSA.COM

HLE's GENERAL TERMS AND CONDITIONS TO THE BID PROPOSAL FOR OUR WORK ARE:

SECTION A - EXCLUSIONS FROM BID:

1	Overtime/Acceleration costs, Traffic Control, Permits, Inspection/Engineering Costs, Striping with Layout, Staking/Survey, Structure Work, Sign Work, Any Restoration, Pour watch, Grading/Re-grading, Gamma Ray or Compaction Testing, Removal and Disposal of Existing Conduits/Foundations/PCC or AC Surface, Clearing and Grubbing, Irrigation Work, Painting, Street Sweeping, Mitigation of Dust/Animal/Hazardous Materials/Archeological/Rock/Dewatering Scopes of Work, SWPPP/BMP Work Spoils removal, Temp Electrical, Falsework Lighting, Railroad/Pullution/Builder's Risk Insurance/Waterway Insurances, and Contractor Imposed Safety Program Costs
2	Bonding is unavailable at this time unless specifically noted in Section E (In the event bond is available, Contractor agrees to pay 2.5% of the total cost of such bond)

SECTION B - SPECIAL TERMS AND CONDITIONS:

1	HLE is only signatory to the Laborers and Operators unions, HLE will not sign any other craft agreements unless otherwise explicitly noted in this proposal
2	A mutually approved baseline schedule is required and HLE items must be clearly identified. Any "Time Impact Analysis" required including cost by the Contractor.
3	Irrespective of Owner payment and the Contract requirements for such, Contractor shall compensate HLE for following Long-Lead Items upon receipt of invoices from HLE as "Materials on Hand": Poles Assemblies, Controllers/Service Cabinet Assemblies, Cameras Assemblies, F/O Materials, Signals Gear and Fixtures.
4	If the Contractor secures a yard for the project. HLE shall be permitted to store tools, materials, and equipment at Contractor's yard at no cost under the care of the Contractor.
5	All DRB, Arbitration or Partnering Costs related to HLE's claims or disputes will be prorated; Contractor may not impose offsets of HLE's payments or admin fees
6	Extended Home Office Overhead: Contractor shall pay HLE \$750.00 per day the project completion date is extended for any reason
7	Contractor protects work the work when completed, or when HLE is not required to be onsite for more than 4 days
8	Contractor shall allow HLE 15 days to respond to any Owner's proposed final estimate "PFE" or contractors request for final amounts due

SECTION C - SCOPE OF WORK AND SCHEDULING:

1	HLE bid and accounted for only 6 move-ins for the project, Contractor shall compensate HLE \$4,000.00 per each additional move in that HLE incurs. A move-in shall be counted where HLE does not work on the Project for 3 or more consecutive working days for any cause.
2	Add \$4,500.00 per each Falsework Lighting opening required by the specifications; Contractor shall provide power within 10ft of falsework structure (plans by others)
3	Contractor shall confirm and schedule HLE's work 15-working days advance except for loop detector work where a 20-working days notice is required.
4	All work shall be scheduled in a manner that all conduit is installed during fill or subgrade (as approved by HLE) and equipment or boxes prior to any surfacing; All existing systems will be removed and deactivated once the permanent or subsequent stage electrical is activated unless otherwise agreed to by HLE

SECTION D - PAYMENT PROVISIONS:

1	Payment is to be made by Contractor within 5-days upon Contractor's receipt of the funds from the Owner and Joint Checks may be issued to HLE suppliers at no cost
2	Retention % is to be withheld only as per the Owner's requirements and released 30-days after HLE completion of the work

SECTION E - OTHER NOTES OR CONDITIONS:

1	HLE ESTIMATES A TOTAL OF 40EA EXCLUSIVE TRAFFIC CONTROL SHIFTS WITH THE REMAINING WORK IN SHARED CLOSURES AS APPROVED BY HLE
2	ITEM #111 OPTIONAL ADDER - \$35,000 HLE WILL REPAIR APPROXIMATELY 2000LF OF TRENCH PER DETAIL SHOWN ON PLAN SHEET 240 OTHERWISE CONTRACTOR TO RESTORE SURFACING AND PROTECT TRENCH - ADD 3EA EXCLUSIVE SHIFTS IF HLE TO BE AWARDED ADDER
3	
4	
5	

Proposal Disclaimer:

The proposal is only valid for 90 days from the quoted date or 30 days after the award by owner, whichever is later. Subject to re-quote after.

* All Options (add or deduct) must be exercised upon receipt of subcontract or purchase order agreement.

* The language and terms used in this exhibit supersede any conflicting terms in the Subcontract

Facsimile Cover Sheet

To: 7148289498@rcfax.com
Company:
Phone:
Fax: +17148289498

From: Erwin Mendoza
Company: High Light Electric Inc.
Phone: (951) 352-9646 * 121
Fax: (951) 352-2498

Date: 12/17/2015
**Pages including this
cover page:** 3

Comments:

07-290004 - BID PROPOSAL 2.178.000.pdf

[Back To Query Form](#)

Search Returned 1 Records

Mon Dec 21 15:16:34 PST 2015

Query Criteria

Firm ID: 8735
 City: Santa Ana
 Firm Type: DBE

Firm ID	8735
Firm/DBA Name	G & F CONCRETE CUTTING, INC.
Address Line1	1006 E. CHESTNUT AVENUE
Address Line2	
City	SANTA ANA
State	CA
Zip Code1	92701
Zip Code2	
Mailing Address Line1	PO. BOX 10215
Mailing Address Line2	
Mailing City	SANTA ANA
Mailing State	CA
Mailing Zip Code1	92711
Mailing Zip Code2	0215
Certification Type	DBE
EMail	r.ferguson@gfconcretecutting.com
Contact Name	RITA M. VIGIL-FERGUSON
Area Code	(714)
Phone Number	648-0397
Alt Area Code	()
Alt Phone Number	
Fax Area Code	(888)
Fax Phone Number	624-4361
Agency Name	DEPARTMENT OF TRANSPORTATION
Counties	19; 30; 33; 36; 37; 40; 56;
Districts	05; 07; 08; 11; 12;
DBE NAICS	238910; 238990;

ACDBE NAICS

Work Codes	C1920 STRUCTURE EXCAVATION; C5100 CONCRETE STRUCTURE; C5111 CONCRETE OVERLAY, DRILL & BOND; C9980 DEMOLITION;
Licenses	C21 Building Moving / Demolition Contractor; D06 Concrete Related Services;
Trucks	
Gender	F
Ethnicity	HISPANIC
Firm Type	DBE

[Back To Query Form](#)

DBE

L

G&F Concrete Cutting, Inc.

P.O. Box 10215, Santa Ana, CA 92711

714.648.0397 FAX 714.550.0624

12-16-15

State License 590310

UDBE / DBE / MBE / WMBE Certified

CUCP, Caltrans, MTA & MWD, DIR#1000001776

Project: Caltrans 07-290004

USS Cal Builders
Attn: Estimating
P. 714-828-4882
F. 714-503-6805

CONTRACT PROPOSAL

Scope of work as follows:

- Bid Item 29 Remove asphalt concrete dike 7,000 LF. Price \$3.30 per LF **23,100**
- Bid Item 31 Remove Inlet 10 ea. Price \$1,200.00 ea **12,000**
- Bid Item 33 Remove concrete 20 CY. Price \$323.00 per CY **6460**
- Bid Item 34 Remove concrete curb 6,960 LF. Price \$4.20 per LF **29,232**
- No Bid Item Saw cut misc. A/C and C/C. Price per hour includes flat saw, labor, and slurry disposal
Price \$221.00 per hour

Note: 1) saw cutting, vacuum, and slurry disposal pricing is base on a full work shift or reverts to our posted hourly rates. 2) Standby out of our control will be charged at \$90 00 per hour. 3) Contractor to supply traffic control as required. 4) Contractor to provide layout and unrestricted access to work area. 5) Prior arrangements in writing are required for overtime work.

Excluded: Layout, SWPPP, retention, license fees, permits/permit fees cost of bond, engineering, soils test, removal and handling of hazardous or toxic materials, flagging, traffic control, barricades, water control, dust partitions, temporary fencing, removal of shoring or form material, protective covers, demolition utilities, shoring or bracing, locate/cut/cap utilities, excavation, access to work, scaffolding, crash trucks, lighting, dowel holes, backfill and compaction, patching or grouting, damage to unknowns in or below slab, wash down, pressure washing, overtime and waiver of subrogation.

If accepted, this proposal is to become part of the contract.

G&F Concrete Cutting, Inc.
Submitted by:

Accepted by:

Michael Phillips, Estimator
949-887-7428

Authorized Signature

Print Name

- Quote valid for 90 days from above date.
- SBE/DBE/WMBE/MBE Certified. Union Signatory
- Any additional permits or licenses for individual cities/job sites, additional charges will apply. Waivers of subrogation add 3%. G&F Concrete Cutting, Inc. will not accept any back-charges unless notified within 24 hours of damages occurring and given sufficient time to identify and repair said back-charges. Bid will revert to T&M if no authorized signature is returned before start of job.

[Back To Query Form](#)

Search Returned 1 Records

Mon Dec 21 15:17:08 PST 2015

Query Criteria

Firm ID: 39978
 Firm Type: DBE

Firm ID	39978
Firm/DBA Name	MIRANDA LOGISTICS ENTERPRISE, LLC
Address Line1	2214 S. CATALINA ST.
Address Line2	
City	LOS ANGELES
State	CA
Zip Code1	90007
Zip Code2	
Mailing Address Line1	2202 S. FIGUEROA ST. #437
Mailing Address Line2	
Mailing City	LOS ANGELES
Mailing State	CA
Mailing Zip Code1	90007
Mailing Zip Code2	
Certification Type	DBE
E Mail	MIRANDA@THREEWAYHAULING.COM
Contact Name	MARCO MIRANDA
Area Code	(323)
Phone Number	823-3847
Alt Area Code	()
Alt Phone Number	
Fax Area Code	(323)
Fax Phone Number	730-1718
Agency Name	LOS ANGELES COUNTY METRO TRANSPORTATION AUTHORITY (MTA)
Counties	19; 30; 56;
Districts	07; 12;
DBE NAICS	484110; 484220; 488510; 562111; 562112;

ACDBE NAICS

Work Codes	C9774 TRUCKER; E4730 FREIGHT TRANSPORTATION ARRANGEMENT; E4953 WASTE COLLECTION AND DISPOSAL;
Licenses	
Trucks	STANDARD DUMP TRUCK - 3;
Gender	M
Ethnicity	HISPANIC
Firm Type	DBE

[Back To Query Form](#)



da Logistics Enterprise LLC -
SBE/MBE Certified

202 S Figueroa St. #437
Los Angeles, CA 90007 US

(424) 800-3831
accounting@miranda-logistics.com
http://miranda-logistics.com

Estimate 2053

L



MIRANDA LOGISTICS

CSLB#
DIR# 1000018246

ADDRESS
Caltrans DOT
Caltrans DOT
100 S Main St
Los Angeles, CA 90012

DATE
12/17/2015

PLEASE PAY
\$581,445.00

PROJECT LOCATION
07-290004 Los Angeles
County

SERVICE DATE	ACTIVITY	QTY	RATE	AMOUNT
12/17/2015	Non-RCRA Non-RCRA Hazardous Waste Soil Transportation & Disposal (per ton) Item# 38 - Work Item# 190105 Z-2 ADL → include	6,370 94,000 CY	88.50	581,445.00
12/17/2015	***See Hourly Rates sheet for trucking equipment rentals***			

Inclusions: Kern County Tax (10%) /
Recovery Fee (5%) / Registered Haz Transporter EPA ID CAR00024032 /
Haz Manifesting / On-Site Truck Boss / Landfill Operating Hours: 7 a.m. -
4:30p.m. Preload @ 3a.m.

TOTAL \$581,445.00

Exclusions: BOE Fee - An additional \$5.72/ton will apply unless a BOE
exemption letter is on file / MLE will not accept backcharges if landfill
reaches permit capacity. Contractor assumes responsibility for alternatives
and costs.

THANK YOU.

22 ton minimum on all loads

Additional Terms & Conditions Apply

Accepted By

Accepted Date

- Marco -

[Miranda Logistics Enterprise LLC]

Attachment A

www.miranda-logistics.com

Trucking Price List

DIR Registration #1000018246

Project: 07-290004

Day Shift / Night Shift / Weekends

Service ID	Service Type	# of Trucks	Price per Hour
S-10	Super 10 (17 Ton)	130	\$83.00
Wet Batch S-10	Wet Batch Concrete (PCCP) Supers (10 CY)	20	\$88.00
LS ED	Low-Side End Dump (22 Ton)	75	\$95.00
LS ED	Low-Side End Dump (25 Ton Aluminum Body)	75	\$100.00
HS ED GW	High-Side End Dump (40 cy -Green Waste)	30	\$110.00
HS ED RM	High-Side End Dump (Recycled Metals)	30	\$130.00
BD D-A	Bottom-Dump (24 Ton Dirt & Aggregate)	120	\$98.00
BD ASPH	Bottom-Dump (24 Ton - Asphalt)	30	\$110.00
TT D	Transfer Truck (25 Ton Dirt)	15	\$115.00
TT A	Transfer Truck (25 Ton Aggregate)	15	\$125.00
FB 55'	Flat Beds	30	\$110.00
FB 71'	Flat Beds	30	\$120.00
M-F	Heavy Haul / Special Permits	3	\$130.00



MIRANDA LOGISTICS

Standard Terms & Conditions Apply

Date: _____	Authorized Rep: _____ (print)
Company: _____	Signature: _____

[2202 S. Figueroa St #437] [Los Angeles, CA,90007]
Tel: [424-800-3831] Fax: [424-800-3831] E-Mail: [miranda@miranda-logistics.com]
Web Site: [www.miranda-logistics.com]

Standard Terms & Conditions

- 1) **Validity of Quote:** This estimate is valid for 90 (Days) from the date of this price quotation. These rates have been established specifically for this project and do not apply to other projects. Rates are subject to increase/decrease after the allotted time expires.
- 2) **Trucks:** Contractor will decide which type of equipment is to be utilized for this project unless otherwise quoted by Miranda logistics Enterprise LLC. Miranda Logistics Enterprise LLC cannot guarantee trucks at set rate and will not be liable for any back charges incurred throughout the duration of project.
- 3) **Demurrage:** For materials transported on a per load or tonnage rate – all trucks are allowed 5 minutes on-site loading. Any time in excess of 5 minutes on-site, due to circumstances not under control of Miranda Logistics Enterprise LLC, contractor shall be invoiced at the applicable hourly rate, per hourly rate sheet included in estimate. All trucks are allowed 5 minute off site loading, any time in excess of 5 minutes off site loading, due to circumstances not under direct control of MLE LLC, contractor shall be invoiced (standby time) at the applicable hourly rate, per hourly rate sheet included in estimate.
- 4) **Hourly Rates:** Are subject to change due to economic factors such as a fuel surcharge, C-ARB Regulations, or other political impacts to the costs associated with operation of equipment. Such changes shall be submitted via change-order outlining increases in direct costs.
- 5) **Canceled Trucks:** If trucks arrive on site and are canceled due to shortage of material, inoperable loading equipment or other circumstances (Including short shifts) not under the direct control of Miranda Logistics Enterprise LLC, contractor will be billed a **5-hour minimum** per truck at the applicable rate.
- 6) **Loading:** It is the responsibility of the contractor/generator to provide all loading. All costs associated with improper loading (i.e., damage to trucks, overweight trucks, etc.) are responsibility of contractor.
- 7) **Material Generation Rate:** It is the responsibility of the contractor to properly estimate the amount of loads and/or rate of generation prior to trucks arriving on site.
- 8) **Disposal / Analytical:** it is the responsibility of the contractor to provide all necessary analytical required for waste classification and disposal purposes. (i.e., TTLC, MSDS, STLC, TCLP, Geotechnical, etc.) If no analytical is provided, disposal rates can be subject to increase/decrease contingent on waste classification. Disposal facilities may reach permit capacity, if so, MLE LLC will not be responsible for any additional costs to transport & dispose. No back charges will be accepted.
- 9) **Non Conforming Waste:** Any and all costs associated with non-conforming export (i.e., asbestos and RCRA Levels of Waste, etc.) are the responsibility of the contractor.
- 10) **Indemnity:** Upon award of contract, Miranda logistics Enterprise LLC will indemnify contractor and contractor's client. Additionally, Miranda Logistics Enterprise LLC will insure that both contractor and Contractor's Client are listed on the insurance policy as additionally insured.
- 11) **Indemnification:** Customer agrees to indemnify, save and hold harmless, Miranda Logistics Enterprise LLC, its affiliated companies, and their officers and employees against all losses, liabilities, damages, injuries, claims, and demands, in connection with trucking, materials and disposal services which is the subject of the agreement.
- 12) **Payment Terms:** Payment for transport shall be due **NET 20** upon net receipt of invoice. ALL materials purchased and or disposed are **NET 20** from date of invoice. If payment terms are not met, we reserve the right to cancel all services. All invoices not paid within **20 days** are subject to a **2.5%** finance fee per month.
- 13) **Relevant law:** This quotation/agreement shall be governed and performed in accordance with the laws of the State of California. All disputes will be tried in Los Angeles County, California.
- 14) **Non Compete Agreement:** Client agrees to not approach, solicit or negotiate rates directly with any owner operator, receiving facility, recycling facility, and/or disposal facility where the availability of such services first became known to the client as a result of Miranda Logistics Enterprise LLC efforts. If client breaches this agreement and back approaches, solicits or negotiates rates with any of the above-mentioned entities, Miranda Logistics Enterprise LLC is entitles for a period of 15 months after the commencement of the project, to a commission from the client of **20%** of the revenue received from the project.
- 15) **Attorney's Fee's and Costs:** Customer shall pay to Miranda Logistics Enterprise LLC all costs and expenses, without limitation, reasonable attorney's fees incurred by Miranda logistics Enterprise LLC in enforcing any of the covenants and provisions of this agreement or incurred in any action brought by Miranda Logistics Enterprise LLC against customer under this agreement.
- 16) **Entire Agreement:** The entire agreement / estimate is contained herein. There are no other promises, representations, or warranties affecting this quotation. Any other terms and conditions shall be deemed null and void unless agreed to in writing by Miranda logistics Enterprise LLC and customer/contractor.

Offer by: _____
Company: Miranda Logistics Enterprise LLC
Date: _____

Accepted by: _____
Company: _____
Date: _____



CALIFORNIA UNIFIED CERTIFICATION PROGRAM



February 19, 2013

CUCP #39978
Metro File # 5770

Marco Miranda Sr.
Miranda Logistics Enterprise, LLC
2202 S. Figueroa St. #437
Los Angeles, CA 90007

RE: Disadvantaged Business Enterprise Certification

Dear Mr. Miranda:

We are pleased to advise you that after careful review of your application and supporting documentation, the Los Angeles County Metropolitan Transportation Authority (Metro) has determined that your firm meets the eligibility standards to be certified as a Disadvantaged Business Enterprise (DBE) as required under the U.S. Department of Transportation (U.S. DOT) Regulation 49 CFR Part 26, as amended. This certification will be recognized by all of the U.S. DOT recipients in California. Your firm will be listed in the California Unified Certification Program (CUCP) database of certified DBEs under the following specific areas of expertise that you have identified on the NAICS codes form of the application package:

<u>NAICS (2007)</u>	<u>Description</u>	<u>Size Standard</u>
488510	Freight Transportation Arrangement	\$14.0 million
484110	General Freight Trucking, Local	\$22.41 million
484220	Specialized Freight Trucking, Local	\$22.41 million
562111	Solid Waste Collection	\$12.5 million
562112	Hazardous Waste Collection	\$12.5 million

Your DBE certification applies only for the above codes. You may review your firm's information in the CUCP DBE database which can be accessed at the CUCP website at www.californiaucp.org. Any additions and revisions must be submitted to Metro for review and approval.

In order to assure continuing DBE status, you must submit annually a No Change Declaration form (which will be sent to you) with supporting documentation. Based on your annual submission that no change in ownership and control has occurred, or if changes have occurred, they do not affect your firm's DBE standing, the DBE certification of your firm will continue until or unless it is removed by our agency.

Also, should any changes occur that could affect your certification status prior to receipt of the DBE Declaration, such as changes in your firm's name, business/ mailing address, ownership, management or control, or failure to meet the applicable business size standards or personal net worth standard, please notify Metro immediately.

Metro reserves the right to withdraw this certification if at any time it is determined that it was knowingly obtained by false, misleading, or incorrect information. Your DBE certification is subject to review at any time. The firm thereby consents to the examination of its books, records and documents by Metro.

Congratulations, and thank you for your interest in the DBE program. I wish you every business success and should you have any questions, please contact us at [213-922-2600](tel:213-922-2600). For information on Metro contracting opportunities, please visit our website at www.metro.net.

Sincerely,

Shirley Wong
Certification Representative
Diversity & Economic Opportunity Department



Metro

Los Angeles County
Metropolitan Transportation Authority

One Gateway Plaza
Los Angeles, CA 90012-2952

213.922.2000 Tel
metro.net

February 19, 2013

Metro File # 5770

Marco Miranda Sr.
Miranda Logistics Enterprise, LLC
2202 S. Figueroa St. #437
Los Angeles, CA 90007

Re: Small Business Enterprise Certification

Dear Mr. Miranda:

We are pleased to advise you that after careful review of your application and supporting documentation, the Los Angeles County Metropolitan Transportation Authority (Metro) has determined that your firm meets the eligibility standards to be certified as a Small Business Enterprise (SBE) as required under the Metro SBE Program. Your firm will be listed in the Metro SBE database of certified SBEs under the following specific areas of expertise:

<u>NAICS (2007)</u>	<u>Description</u>	<u>Size Standard</u>
488510	Freight Transportation Arrangement	\$14.0 million
484110	General Freight Trucking, Local	\$22.41 million
484220	Specialized Freight Trucking, Local	\$22.41 million
562111	Solid Waste Collection	\$12.5 million
562112	Hazardous Waste Collection	\$12.5 million

Your SBE certification is good for five years from the date of this letter and applies only for the above NAICS 2007 codes. Requests for additional or revised NAICS 2007 codes must be made in writing to Metro. After the five-year certification period, your entire file will be reviewed in order to ascertain continued SBE certification status. You will be notified of the pending SBE status review and any documentation updates necessary prior to the expiration date.

Should any changes occur that could affect your certification status, such as changes in your firm's name, business/mailling address, ownership, management or control, or failure to meet the applicable business size standards or personal net worth standard, please notify Metro immediately. SBE certification is subject to review at any time.

Metro reserves the right to withdraw this certification if at any time it is determined that certification was knowingly obtained by false, misleading, or incorrect information. Metro also reserves the right to request additional information and/or conduct on-site visits at any time during the certification period. The firm thereby consents to the examination of its books, records, and documents by the Metro.

Congratulations, and thank you for your interest in Metro's SBE Program. I wish you every business success and should you have any questions, please contact us at 213-922-2600. For information on Metro contracting opportunities, please visit our website at www.metro.net.

Sincerely,

Shirley Wong
Certification Representative
Diversity & Economic Opportunity Department

CALIFORNIA UNIFIED CERTIFICATION PROGRAM DISADVANTAGED BUSINESS ENTERPRISE CERTIFICATE

MIRANDA LOGISTICS ENTERPRISE, LLC

2202 S. FIGUEROA ST. #437
LOS ANGELES, CA 90007

Owner: MARCO MIRANDA

Business Structure: LIMITED LIABILITY COMPANY

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

NAICS Code(s) * Indicates primary NAICS code

- * 488510 Freight Transportation Arrangement
- 484220 Specialized Freight (except Used Goods) Trucking, Local
- 562112 Hazardous Waste Collection

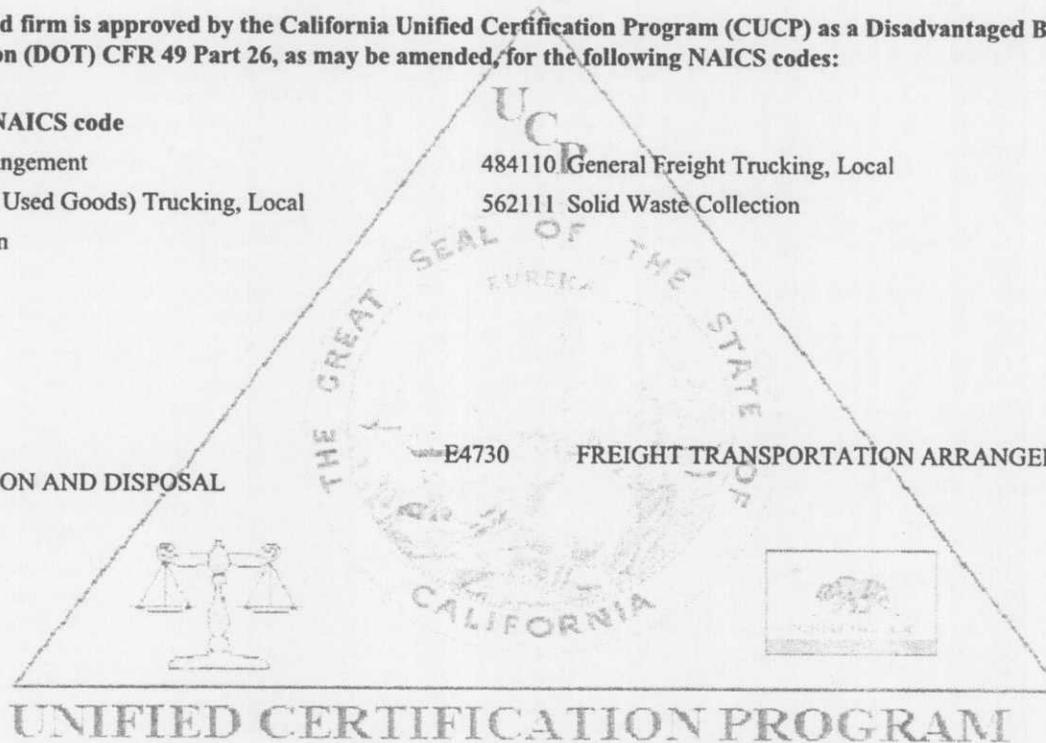
- 484110 General Freight Trucking, Local
- 562111 Solid Waste Collection

Work Category Code(s)

- C9774 TRUCKER
- E4953 WASTE COLLECTION AND DISPOSAL

E4730 FREIGHT TRANSPORTATION ARRANGEMENT

Licenses



CERTIFYING AGENCY:

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

UCP Firm Number : 39978



CUCP OFFICER

February 27, 2013

It is CUCP's policy and objective to promote and maintain a level playing field for DBEs in California on Federal-aid contracts. We ensure nondiscrimination in the award and administration of U.S. DOT assisted contracts based on the requirements of 49 CFR Parts 21 and 26.

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

Contract no. 07-290004
 Name of DBE business Precon Products
 Name of DBE representative Patrick Camp
 DBE certification number 651
 Name of bidder _____

Name of prime contractor if different from the bidder _____

Name of representative of bidder or prime contractor _____

Date quote was provided to the bidder or prime contractor
12-17-2015

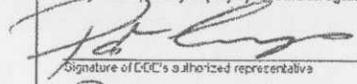
Bid item number	Item of work and description of services to be subcontracted or materials to be provided ¹	Amount (\$)
76(f)	Minor Concrete (minor Structure) 100 Caltrans DI's - No Tops or Frame + Grates.	\$183,319.00
81	18" Reinforced Concrete Pipe	\$121,993.20
82	24" Reinforced Concrete Pipe	\$91,209.60

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 \$396,521.80

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.



Signature of DBE's authorized representative

Patrick Camp
 Printed name of DBE's authorized representative

Sales Engineer
 Title of DBE's authorized representative

12-17-15
 Date

ADA Notice: For individuals with sensory disabilities, this document is available in alternate formats. For information call (916) 654-6410 or TDD (916) 554-3380 or write Records and Forms Management, 1120 N Street, MS-09, Sacramento, CA 95814.

[Back To Query Form](#)

Search Returned 1 Records

Mon Dec 21 15:17:31 PST 2015

Query Criteria

Firm ID: 651
 Firm Type: DBE

Firm ID	651
Firm/DBA Name	PRE-CON PRODUCTS
Address Line1	240 LOS ANGELES AVENUE
Address Line2	
City	SIMI VALLEY
State	CA
Zip Code1	93065
Zip Code2	
Mailing Address Line1	P O BOX 940669
Mailing Address Line2	
Mailing City	SIMI VALLEY
Mailing State	CA
Mailing Zip Code1	93094
Mailing Zip Code2	
Certification Type	DBE
EMAIL	danz@pre-conproducts.com
Contact Name	DANIEL ZARRAONANDIA
Area Code	(805)
Phone Number	527-0841
Alt Area Code	()
Alt Phone Number	
Fax Area Code	(805)
Fax Phone Number	306-2498
Agency Name	DEPARTMENT OF TRANSPORTATION
Counties	19; 27; 30; 35; 36; 40; 42; 56;
Districts	05; 07; 08; 12;
DBE NAICS	237310; 238110; 238120; 238990; 327310; 327331; 327390;

ACDBE NAICS

Work Codes	C0651 CONCRETE & CEMENT SUPPLIER; C5501 STEEL STRUCTURES; C5570 STEEL CRIB WALL; D3240 CEMENT, HYDRAULIC; D3270 CONCRETE, GYPSUM, & PLASTER PRODUCTS;
Licenses	A General Engineering Contractor; C08 Concrete Contractor; C42 Sanitation System Contractor;
Trucks	
Gender	M
Ethnicity	HISPANIC
Firm Type	DBE

[Back To Query Form](#)



DRE

QUOTE

2

P.O. BOX 940669 SIMI VALLEY CA. 93094 - (805)-527-0841

QUOTE DATE: 12/16/2015 QUOTED BY: Pat Camp QUOTE ID: 15526

CUSTOMER NAME: ALL INTERESTED BIDDERS
CONTACT: ESTIMATING

JOB NUMBER: 13983
JOB TITLE: Construct concrete barriers
LOCATION: 405 IN HAWTHORNE

PHONE:
FAX:

TRACT:
CONTRACT #: 07-290004
AGENCY: CALTRANS

SHIPPING TERMS: FOB JOB SITE PRICE VALID UNTIL: 2/14/2016
PAYMENT TERMS: NET 30 DAYS APPROX. LEAD TIME FROM RECEIPT OF PLANS: RIFIED UPON ORD!

QUOTE DETAIL

DESCRIPTION	QUANTITY	UNIT PRICE	UNIT	EXTENSION
BID ITEM #76(f) G1, GD1, GD3, JC-1, JC-2 & JC-3C	100	\$1,833.19	EA.	\$183,319.00
CALTRANS STD DRAIN INLETS	0	\$0.00	EA.	\$0.00
DI'S ARE PRICED 12" +/- SHORT OF FINISHED	0	\$0.00	EA.	\$0.00
GRADE. TOP 12" +/- AND FRAME AND GRATES	0	\$0.00	EA.	\$0.00
ARE BY OTHERS. SEE ATTACHED SPREADSHEET FOR INCLUDED INLETS AND INDIVIDUAL PRICING	0	\$0.00	EA.	\$0.00
BID ITEM #81 - 18" DIA CLASS III RCP	6180	\$19.74	LF	\$121,993.20
BID ITEM #82 - 24" DIA CLASS III RCP	2880	\$31.67	LF	\$91,209.60
PRICES INCLUDE DELIVERY IN TRUCKLOAD QUANTITIES	0	\$0.00	EA.	\$0.00
LESS THAN TRUCKLOAD QUANTITIES MAY INCUR ADDITIONAL CHARGES	0	\$0.00	EA.	\$0.00
CALL TO CONFIRM AVAILABILITY 2 WEEKS PRIOR TO SHIPMENT		TOTAL		\$396,521.80

NOTES:

Sales tax additional

PRE-CON PRODUCTS IS A REGISTERED MINORITY BUSINESS

CALTRANS DBE # CT000651

MBE CLEARING HOUSE # 911S0090

I HEREBY PLACE THIS ORDER AND AUTHORIZE PRECON TO MANUFACTURE OR CAUSE TO BE MANUFACTURED THE ABOVE MATERIALS AND ABIDE BY PRE-CON'S TERMS AND CONDITIONS.

BY: _____

PHONE: (805) 527-0841

FAX: (805) 584-0769

THIS QUOTE INCLUDES PRE-CON'S TERMS AND CONDITIONS.

PRE-CON PRODUCTS TERMS AND CONDITIONS

1. **Purchase Price.** The Purchase Price specified on the face of this invoice is and shall be considered a lump sum price for the sale and/or installation of the Products based upon the aggregate prices of the time and material components of the Purchase Price including installation charges, if any, as have been separately stated.
2. **Payment.** Payment in full of the Purchase Price, including transportation costs, shall be due thirty (30) days after delivery. Interest at the rate of eighteen percent (18%) per annum shall accrue on the unpaid balance, and on any other charges or expenses payable by Buyer, from the due date until paid in full. Seller reserves the right to forthwith cease all further deliveries if timely payment in full has not been received.
3. **Price Change.** The Purchase Price is binding on the Seller only for the period indicated, and prices are subject to change without notice. The possession of price sheets or catalogs by any person should not be construed as a binding offer to sell by Seller. Price changes made by Seller shall apply to all materials covered by this contract and delivered after said period, provided that delivery is not delayed due to any fault of the Seller.
4. **Delivery.** Seller will deliver the Products to the job site, and if requested in writing by Buyer, Seller shall install, attach and affix the Products to their final location using Seller's trucks, trailers and personnel. The unloading, placement and installation of the Products shall be the sole responsibility of Seller based upon the reasonable directions and requirements of Buyer, unless otherwise agreed in writing. Buyer shall provide and maintain suitable access roads to the delivery site and protect utilities and adjacent structures.
5. **Installation.** In the event Seller is required to install the Products pursuant to Buyer's request, Seller shall further furnish all tools, equipment, labor, materials, structures and accessories which may be required or necessary to properly install and affix to the job site all of the Products. Seller makes no representations or warranties, nor assumes any responsibility regarding the proper location, alignment, depth, bedding, supports, physical requirements, base, backfill, compaction or any other condition affecting the placement or installation of the Products specified by Buyer, which responsibilities are exclusively borne by Buyer. Seller assumes no responsibility for water infiltration into any Product placed into any excavation.
6. **Capacity.** Seller shall be deemed a construction contractor for all purposes if Seller is required to install and affix the Products according to the plans and specifications of Buyer. Buyer's payment of the Purchase Price shall not be reduced or subject to any offset, retention, back-charge or other claims by reason of any term or condition not contained herein.
7. **Title.** Seller shall retain title to all Products until the full Purchase Price has been paid and, if Seller is responsible for the installation of the Products, until the Products have been attached to, incorporated in and affixed to their final position by Seller.
8. **Sales Tax.** The Purchase Price of the Products is based upon the assumption that Seller shall install and affix the Products, provided that in the event Buyer does not elect to contract with Seller to install the Products, then Buyer shall be further liable and responsible for the payment of all sales or use tax computed on the gross Purchase Price of the Products.
9. **Warranties.** Seller only warrants that the Products shall conform to the specification thereof and shall be free from defects in labor and materials for a period of one (1) year from date of delivery. If the Products should be found to be defective thereupon upon written notice and after the return of the Product at Buyer's expense to Seller's business premises, Seller shall replace the Product with a duplicate Product free from defect without charge, but without further expense to Seller. SELLER MAKES NO OTHER WARRANTIES OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED, AND SELLER HEREBY EXPRESSLY DISCLAIMS ALL OTHER IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE OR PURPOSE, EXCEPT FOR THE REPLACEMENT OF ANY DEFECTIVE PRODUCTS AS SET FORTH ABOVE. SELLER SHALL NOT BE LIABLE OR RESPONSIBLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES, COSTS, EXPENSES OR LOSSES SUFFERED BY BUYER, INCLUDING ANY CLAIMED OR ALLEGED DELAY DAMAGES, RESULTING FROM OR CAUSED BY DEFECTIVE PRODUCTS SUPPLIED BY SELLER. Products sold by Seller, but not manufactured by it, are warranted only to the extent such Products are warranted to Seller by the supplier.
10. **Inspections.** Buyer shall inspect the Products for any broken, chipped or other visible defect or deficiency prior to unloading the same and seller shall have no liability for any such deficiencies unless Buyer provided written notice to Seller on the shipping/delivery document evidencing Buyer's receipt of the same. All other inspections of the Products shall be made by Buyer within five (5) days from Seller's delivery of the products to the job site, at Buyer's sole cost and expense, for correct size, symmetry, depth and quality consistent with allowable tolerances and variations consistent with usual trade practices. Unless written notice of rejection is timely received by Seller, it is conclusively deemed that the Products meet with the Buyer's purchase requirements and are complete in accordance with the description of the Products.
11. **Returns.** Products shall not be returned by the Buyer without prior written acceptance by the Seller. The amount of credit to be given, if any, shall be determined by the Seller after inspection of the Products upon return to Seller's business premises.
12. **Quantity.** When the Buyer requests a reduction in total quantity of the Products ordered of more than ten percent (10%) for any category of Products listed, Seller may at its option increase the unit price of the Products a reasonable amount to offset the reduction in quantity.
13. **Scheduling.** Seller's delivery of the Products is based on its present estimate of the time required to ship after receipt of Buyer's order. ACCEPTANCE BY BUYER OF ANY PRODUCTS WITHOUT WRITTEN OBJECTION SHALL CONSTITUTE A WAIVER BY BUYER OF ANY CLAIM FOR ACTUAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES ON ACCOUNT OF ANY DELAY IN DELIVERY OF SUCH PRODUCTS.
14. **Ordering Odd Lengths.** The Purchase Price is based upon furnishing not over two percent (2%) of total Products sold having standard four-foot lengths, unless otherwise agreed in writing on the reverse hereof. An additional charge will be made for any excess in such percentage. All pipe and Products will be billed at nominal lengths (4' or 8') and no allowance shall be chargeable for shortage due to bevelling.
15. **Default.** Upon any default by Buyer under this contract, Seller, at its option, may cancel the unfulfilled portion of this contract, and the full Purchase Price for all Products manufactured by Seller for Buyer under this contract, whether or not delivered to the job site, shall, at Seller's sole option, become immediately due and payable, the exercise by Seller of any of its rights under this contract shall not bar Seller from exercising any other rights or remedies under the applicable laws against the property where the Products are placed or installed. In the event of default in payment, or any other breach, Seller may retake possession of the Products wherever they may be found, and may resell the same without notice to Buyer, applying the amount so received to the balance due. Seller may otherwise exercise all rights and remedies available to Seller in accordance with California law.
16. **Sale Contract.** This contract is subject to acceptance only of the terms and conditions stated in this offer. This contract shall not be subject to modification except by an agreement in writing signed by both parties. Any additional or different terms and conditions proposed by Buyer, either before or after this offer, are hereby rejected.
17. **Force Majeure.** The Seller shall not be liable for delays or other failure to perform because of any delays in manufacture or delivery due to unforeseeable causes beyond the control and without the fault, or negligence of the Seller, including, but not restricted to, acts of God or of the public enemy, acts of the Government, or either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, excessive traffic, major equipment or transportation failures, delays or defaults of third parties, freight embargoes, unusually severe weather or delays of subcontractors or suppliers due to any causes and not availability of materials. All claims for delay in delivery of the Products shall be deemed waived unless presented in writing concurrently with acceptance of the Products. Delays in delivery, for whatever reason, shall not be cause of cancellation of this contract by Buyer. The parties hereto acknowledge that the amount of damages suffered or incurred by Buyer as a result of any delay in the delivery of Products which is caused by Seller's neglect or default shall be incapable of accurate measurement and that the parties hereby agree that Seller shall solely be liable to Buyer in such event in an amount equal to Fifty Dollars (\$50) per day of delay which amount shall constitute the sole and exclusive measurement of damages suffered by Buyer due to any such delay damages.
18. **Bid Jobs.** On bid jobs, this contract shall be binding on the parties only (a) for deliveries within sixty (60) days from the date of this contract and (b) if Buyer is awarded either from a general or subcontract embracing the use of the Products.
19. **Taxes Not Included.** The Purchase Price is exclusive of all state or local sales or use taxes and all other taxes of any governmental or public agency, applicable to this order unless specifically included.
20. **Indemnification.** Buyer expressly agrees to indemnify, defend and hold Seller harmless from and against all claims, demands, losses, expenses, costs, including reasonable attorney's fees, liabilities, suits or judgments of any kind or nature, arising out of, in connection with, or resulting from death or injury to persons and loss, damage or injury to property, caused or due directly or indirectly to the sale, delivery, installation, storage or use of the Products being provided to Buyer. Buyer further agrees to erect sufficient protective and warning devices at the time the Products are placed or the job site.
21. **No Assignment.** Buyer shall not assign this contract or any interest therein, without Seller's prior written consent.
22. **Risk of Loss.** Risk of damage or loss of the Products shall pass to the Buyer upon the transfer of title. Thereafter, Buyer shall be responsible for compliance of all governmental regulations and ordinances with regard to storage or placement of the Products.
23. **Attorney Fees.** In the event of any litigation, action or proceeding is commenced in connection with this contract, the prevailing party therein shall be entitled to recover its reasonable attorney's fee and court costs.
24. **Storage.** In the event Buyer does not accept delivery of the Products in accordance with the delivery schedule agreed upon between the Seller and Buyer, Seller will store the undelivered Products on its business premises for a period of thirty (30) calendar days beyond the scheduled delivery date; provided that Seller will charge Buyer an amount equal to one and one-half percent (1.5%) for each month, or any portion thereof, of the Purchase Price for the undelivered Products from the scheduled delivery date, payable monthly, and continuing until delivery of the Products or the termination of this contract, whichever shall last occur. Seller shall have the right to cancel this contract, retain any deposits or prepayments, and recover the remaining balance of the full Purchase Price of any undelivered Products, plus interest thereon at the rate of one and one-half percent (1.5%) per month until paid in full, if Buyer shall not accept delivery for any reason whatsoever, within ninety (90) days from the scheduled delivery date.
25. **Disclaimer of Plans.** Buyer hereby acknowledges that in the event the Seller has provided any layouts, schematics, drawings or other plans to Buyer in connection with the placement, location or installation of the Products, any such plans were prepared solely for the benefit of Seller and Seller hereby disclaims, and shall expressly not be liable or responsible for, any loss, damage, expense or other injury suffered by Buyer, or claimed to be suffered or incurred by Buyer, with respect to or arising out of Buyer's use of such plans. Buyer shall solely be responsible for determining the numbers, lengths, configurations, layouts, installations, dimensions and all other design parameters affecting the installation of the Products provided by Seller.

Job Name: Construct concrete barriers and install midwest guard rails
 Caltrans Job#07-290004

Drainage system	Drainage Unit	height	DI Type	length	width	Price w/ freight
1	B	4.97	GD1	4	3	\$ 1,586.73
1	D	4.66	GD1	4	3	\$ 1,649.96
1	F	4.51	GD1	4	3	\$ 1,637.72
1	H	4.19	GD1	4	3	\$ 1,611.60
1	J	2.4	G1	3	2	\$ 1,349.28
2	C	5.27	GD1	4	3	\$ 1,699.74
2	F	5	GD1	4	3	\$ 1,677.71
3	D	9.26	GD1	4	3	\$ 3,382.70
3	F	6	GD1	4	3	\$ 1,759.32
3	H	5.85	GD1	4	3	\$ 1,747.08
3	J	5.5	GD1	4	3	\$ 1,718.51
3	L	5.04	GD1	4	3	\$ 1,680.97
4	E	5.47	GD1	4	3	\$ 1,716.07
5	B	5	GD1	4	3	\$ 1,677.71
6	B	5.15	GD1	4	3	\$ 1,689.95
7	C	5	GD1	4	3	\$ 1,677.71
7	F	5	GD1	4	3	\$ 1,677.71
7	I	5	GD1	4	3	\$ 1,677.71
7	K	5	GD1	4	3	\$ 1,677.71
8	C	5	GD1	4	3	\$ 1,677.71
8	F	5	GD1	4	3	\$ 1,677.71
8	I	5	GD1	4	3	\$ 1,677.71
8	K	5.48	GD1	4	3	\$ 1,716.88
9	B	9.06	GD1	4	3	\$ 3,361.61
10	B	5.5	GD1	4	3	\$ 1,718.51
10	D	5.5	GD1	4	3	\$ 1,718.51
10	F	5.5	GD1	4	3	\$ 1,718.51
10	H	5.5	GD1	4	3	\$ 1,718.51
11	A	6.5	GD3	4	3	\$ 1,800.13
11	F	5	G6	3	2	\$ 1,506.42
12	A	7.02	GD1	4	3	\$ 1,842.56
12	G	5.5	GD1	4	3	\$ 1,718.51
13	A	7	GD1	4	3	\$ 1,840.93
14	B	5.43	GD1	4	3	\$ 1,712.80
14	D	4.9	GD1	4	3	\$ 1,669.55
14	F	4.5	GD1	4	3	\$ 1,636.90
15	A	2.9	GD1	4	3	\$ 1,506.33
16	B	6.3	GD1	4	3	\$ 1,783.80
16	E	6.3	GD1	4	3	\$ 1,783.80
16	L	5.8	GD1	4	3	\$ 1,743.00

17	B	5.2	GD1	4	3	\$	1,694.03
17	E	8	GD1	4	3	\$	3,051.14
17	J	5.2	GD1	4	3	\$	1,694.03
17	O	5.5	GD1	4	3	\$	1,718.51
17	S	5.4	GD1	4	3	\$	1,710.35
18	B	6.2	GD1	4	3	\$	1,775.64
18	G	5.75	GD1	4	3	\$	1,738.92
18	I	8	GD1	4	3	\$	3,051.14
18	O	6	GD1	4	3	\$	1,759.32
18	S	6.4	GD1	4	3	\$	1,791.96
18	V	5.98	GD1	4	3	\$	1,757.69
18	X	5.9	GD1	4	3	\$	1,751.16
19	A	4	GD1	4	3	\$	1,596.10
19	C	4	GD1	4	3	\$	1,596.10
20	A	3.5	GD1	4	3	\$	1,555.29
21	A	4.5	GD1	4	3	\$	1,636.90
21	D	4	GD1	4	3	\$	1,596.10
22	B	5.2	GD1	4	3	\$	1,694.03
22	E	6.1	GD1	4	3	\$	1,767.48
22	H	7.1	GD1	4	3	\$	1,849.09
23	C	4.7	GD1	4	3	\$	1,653.23
23	E	4.1	GD1	4	3	\$	1,604.26
24	C	3.9	GD1	4	3	\$	1,587.94
24	E	3.7	GD1	4	3	\$	1,571.61
24	G	3	GD1	4	3	\$	1,514.49
25	A	3.75	GD1	4	3	\$	1,575.69
26	B	3.7	GD1	4	3	\$	1,571.61
26	E	3.75	GD1	4	3	\$	1,575.69
27	B	8.4	GD1	4	3	\$	3,292.02
27	D	7.8	GD1	4	3	\$	1,906.22
27	F	4.4	GD1	4	3	\$	1,628.74
27	I	8.3	GD1	4	3	\$	3,281.48
27	L	4.2	GD1	4	3	\$	1,612.42
29	B	2.4	JC 3C	3	3	\$	1,407.40
30	A	4.85	GD1	4	3	\$	1,665.47
30	C	6	GD1	4	3	\$	1,759.32
30	E	7.1	GD1	4	3	\$	1,849.09
30	H	4.5	GD1	4	3	\$	1,636.90
31	A	3.1	GD1	4	3	\$	1,522.65
31	C	8.1	GD1	4	3	\$	3,260.39
31	G	7.1	GD1	4	3	\$	1,849.09
32	G	4.3	GD1	4	3	\$	1,620.58
32	I	4.6	GD1	4	3	\$	1,645.06
32	K	4	GD1	4	3	\$	1,596.10
32	M	4	GD1	4	3	\$	1,596.10
33	C	4	GD1	4	3	\$	1,596.10
34	B	5.4	JC 1	3	3	\$	1,620.47

35	A	10.4	GD1	4	3	\$	3,502.90
36	B	20	GD1	4	3	\$	6,772.30
36	D	3.5	G1	3	2	\$	1,415.76
36	F	3.5	G1	3	2	\$	1,415.76
36	H	3.5	G1	3	2	\$	1,415.76
37	B	2.6	JC 2	3	3	\$	1,421.60
38	C	4.3	GD1	4	3	\$	1,620.58
39	A	3.5	G1	3	2	\$	1,415.76
39	C	4	GD1	4	3	\$	1,596.10
39	G	3.5	G1	3	2	\$	1,415.76
42	J	3.5	GD1	4	3	\$	1,555.29
43	A	3.1	GD1	4	3	\$	1,522.65
44	A	4.5	GD1	4	3	\$	1,636.90
						\$	183,318.55

unit \$ 1,833.19

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

Bidder's Name: USS Cal Builders Inc.
 Contract No.: 07-290004

2. List the names of certified DBEs and all the dates on which they were solicited to bid on this project. Include the items of work offered and the dates and methods used for following up initial and follow-up solicitations to determine with certainty whether the DBEs were interested. Attach copies of solicitations, e-mail messages, telephone records, fax confirmations, etc.

Name of DBE Solicited	Date of Initial Solicitation	Items of Work Offered	Follow Up Methods and Dates
N/A More than DBE Goal			

3. For each item of work made available, indicate whether the Bidder provided plans and specifications specific to the items of work being offered, list the selected firm and its status as a DBE, the DBEs that provided quotes, the price quote for each firm, and the price difference for each DBE if the selected firm is not a DBE. Provide copies of each DBE and Non-DBE quote submitted to the Bidder whenever a Non-DBE firm was selected over a DBE for work on the Contract.

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

If the firm selected for the item is not a DBE, provide the reasons for the selection on a separate sheet and attach names, addresses, and phone numbers for the firms listed above. Provide evidence as to why additional agreements could not be reached for DBEs to perform work.

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

Bidder's Name: USS Cal Builders Inc.
Contract No.: 07-290004

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

Description of Outreach	Dates	Location (if applicable)	Results
N/A More than DBE Goal			

5. Describe the Bidder's efforts made to provide interested DBEs with adequate information about the plans, specifications, and requirements of the Contract to assist them in responding to a solicitation. Identify the DBEs assisted, the type of information provided, and the date of the contracts. Provide copies of supporting documents.

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

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

8. List the names of agencies and the dates on which they were contacted to provide assistance in contacting, recruiting, and using DBE firms. If the agencies were contacted in writing, provide copies of supporting documents.

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

NOTE: USE ADDITIONAL SHEETS OF PAPER IF NECESSARY.

ADA Notice

For individuals with sensory disabilities, this document is available in alternate formats. For information, call (916) 445-1233, TTY 711, or write to Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814

Third Bidder 07



Caltrans[®]

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

FORMS FOR BID

FOR CONSTRUCTION ON STATE HIGHWAY IN LOS ANGELES COUNTY
AT VARIOUS LOCATIONS FROM MAIN STREET UNDERCROSSING TO
IMPERIAL HIGHWAY UNDERCROSSING

In District 07 On Route 405

Under

Notice to Bidders and Special Provisions dated October 26, 2015

Standard Specifications dated 2010

Project plans approved June 15, 2015

Standard Plans dated 2010

To be submitted conjointly with
Electronic *Bid* book dated October 26, 2015

Identified by

Contract No. 07-290004

07-LA-405-R12.6/R21.2

Project ID 0712000016

Federal-Aid Project
ACNHPI-405-2(977)E

Bids open Thursday, December 17, 2015

Dated October 26, 2015
AADD



USS CAL BUILDERS, INC.
Contractors-Engineers

8051 Main St. Stanton, CA 90680
Tel: 714/828-4882 Fax: 714/503-6805

LETTER OF TRANSMITTAL 12-22-15P02:03 RCVD

Third Bidder

DATE:	12/21/2015
RE:	Caltrans
Project No.	07-290004
Bid Date:	12/17/2015

TO: Caltrans
MSC 43 Office Engineer Department of Transportation
1727 30th Street
Sacramento, CA 95816

WE ARE SENDING YOU: Post Bid Documents
 Prequalification Refundable Plans/ Specifications Other

COPIE/S	DATE	NO.	DESCRIPTION
1	12/21/2015		DBE Commitment, DBE Confirmation, DBE Good Faith Efforts Forms
			Project No. 07-290004
			Bid Date: 12/17/15

Comments: _____
Please contact me for any further information needed or requested at (714) 699-5205 or email at ampy@usscalbuilders.com

THESE ARE TRANSMITTED as checked below:

- | | |
|--|---|
| <input type="checkbox"/> For Approval | <input type="checkbox"/> For Refund |
| <input checked="" type="checkbox"/> For Your Use | <input type="checkbox"/> For BIDS DUE |
| <input type="checkbox"/> As Requested | <input type="checkbox"/> For Review & Comment |

Received By: _____
(Signature)

(Print Name)

(Date)

From: _____
Ampy Osmena

*please sign & fax to 714/503-6805 to acknowledge receipt of above document *