

THIRD BIDDER

04-17-13 P01:38 RCVD

STATE OF CALIFORNIA - DEPARTMENT OF TRANSPORTATION
CALTRANS BIDDER - DBE - COMMITMENT
 DES-06-0102 10C (NEW 06/2012)

This information may be submitted with your bid proposal. If it is not, and you are the apparent low bidder or the second or third low bidder, it must be submitted and received as specified in section 2 of the specifications. Failure to submit the required DBE information will be grounds for finding the bid nonresponsive.

CONTRACT NO. 01-0B8004

BIB AMOUNT \$ 986,200

BIB OPENING DATE April 16, 2013

BIDDER'S NAME Argonaut Constructors

BBE GOAL FROM CONTRACT, %: 7

DBE PRIME CONTRACTOR CERTIFICATION:

BID ITEM NO	ITEM OF WORK AND DESCRIPTION OF SERVICES TO BE SUBCONTRACTED OR MATERIALS TO BE PROVIDED ²	FOR CALTRANS USE ONLY	NAME OF DBEs <small>(Must be certified on the date bids are opened - include Caltrans certification #, DBE address and phone number) (indicate 2nd and lower tier subcontractors)</small>	DOLLAR AMOUNT DBE ²
11	Trucking		RAS trucking #484110 P.O. Box 414 Fulton, CA 95439 (707) 571-8820	100,000

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

1. DBE prime contractors must enter their certification number and indicate all work to be performed by DBEs including work performed by its own forces.
2. If 100% of item is not to be performed or furnished by DBE, describe exact portion of item to be performed or furnished.
3. See section 2-1.12 of the specifications to determine the credit allowed for DBE firms.

Submit to:

MSC 03
 OFFICE ENGINEER
 DEPARTMENT OF TRANSPORTATION
 1227 30TH STREET
 SACRAMENTO, CA 95816-7005

Total Claimed Participation \$ 100,000

10.1%

Signature of Bidder

Michael D. Smith PRES

4.15.13 7075424862

Date (Area Code) Tel. No

Christer Berglund

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) 654-6410 or TDD (916) 654-3860 or write Records and Forms Management, 1128 N Street, MS-69 Sacramento, CA 95814



TRUCKING QUOTE

04-17-13 P01:38 RCV

Reflecting: Public Works / Prevailing Wages,
and when applicable: Non-Prevailing Wage Rates

Contractor: Argonaut Constructors

Attention: Christer Berglund

Phone: 542-4862

Fax: 542-4897, **Email:** christerb@argonautconstructors.com

Job Name: CDOT# 01-0B8004, Rhma
Overlay, Hwy# 1, 40.0/43.7

Job Location: on Hwy# 1, from 0.6 north of Navarro River
Bridge to Albion River Bridge, Albion, in Mendocino County

Contractor job#: _____ **R & S job#:** _____

Today's Date: 4-16-2013

Bid Date: 4-16-2013/2:00pm

** Please note: ALL PRICES listed below automatically expire 14 days after the above bid date, unless a signed Purchase Order or Letter of Intent is received by R & S Trucking

Page 1 of 4

Prices quoted below are: PER TON and HOURLY, and for WEEKDAYS ONLY, unless otherwise specified.
All tonnage rates quoted are based upon: NON-PREVALING WAGE RATES = CURRENT MARKET RATES

Point of Origin	Material	4-axle Super Dumps
Syar-Healdsburg	AC	\$ 31.33
Syar-Todd Rd.	AC	\$ 37.83
Bodean Hot-Santa Rosa	AC	\$ 36.33
Granite-Ukiah	AC	\$ 105.00/Hourly <i>* As a budget trucking only estimate: Approx...\$ 33.93/per ton +/-</i>

Listed below are the allowable times, per minute, on the above per ton rates.

The demurrage rate of **\$ 1.75 S/D** applies after these allowable times, and will be billed by the minute accordingly. No standby time averaging is allowed

ASPHALT (Standard mix only) * See Item: 29.	
1. Load site: All Trucks	15 minutes
2. Unload site: Super Dumps	10 minutes

NON-PREVALING WAGE BASED HOURLY RATES, EXCESSIVE TRAVEL, ETC.,

- 5-axle Double bottoms, Transfers and Semi ends: **\$ 101.00/hourly**
- 4-axle Super Dumps: **\$ 105.00/hourly**
- 3-axle 10 Wheeler dump trucks: **\$ 96.00/hourly**
- 5-axle Semi Flatbeds: **\$ 109.00/hourly**
- 5-axle Semi bottoms: **\$ 101.00/hourly**
- All Rates Listed Above Reflect **8 Hour Minimum Per Day**, Per Truck, along with: **8 Hours Minimum Per Night**, Per Truck. All tonnage rates revert to hourly billing when minimum's apply
- Excessive travel-time charges, when on-site trucking is needed.** Due to travel distance, when empty, on-site trucking is needed, a minimum show-up charge of: **\$ 350.00/per truck/per day** shall apply, along with the hourly rates listed above, along with minimum times listed above.

PREVAILING WAGES HOURLY RATES

- All 5-axes, 4-axes and 3-axes reflect the same rate of: **\$ 135.10/hourly**
- This prevailing wage rate reflects **4 hour minimum per day**, per truck, as well as a **6 hour minimum per night**, per truck.

Cutler Trucking, Inc., dba: 

CA# 0029093

P.O.Box 414, Fulton, CA. 95439

Quotes provided by: **Eric Levy**, Estimating, Sales & Marketing
 Estimating Phone 707-571-8820, ext. 2 Estimating Fax 707-571-8223

Email: ericlevy@rstrucking.com

State of California Certified UDBE & DBE # 484110 under ID # 38042, along with a Certified Small Business: # 1000659

Providing a "Commercially Useful Function" since 1984

Terms & Conditions:

1. All quotes must be on an R & S Trucking quote sheets (pages 1, 2, 3 & 4): all purchase orders/letter of intent to duplicate the same. **PLEASE ATTACH A COPY OF QUOTE, WITH ALL PURCHASE ORDERS OR WORK AUTHORIZATIONS.**
2. **Purchase orders/letter of intent must be issued within 14 working days of bid date; Hourly rates only will be honored during the transition period.**
3. When per load / un-scaled loads are quoted, the following allowable times apply: Quarry site / Load site with Aggregates for all truck (4 and 5 axle) types: 5 minutes. And at the Dumpsite / Job site with Aggregates for Double bottoms / Semi ends / Super dumps: 5 minutes.
4. **Demurrage / Standby charges will be charged, after the standard allowable times listed, based on the hourly rates quoted, on page 1) as an example: \$85.00 hourly = \$1.42 per minute. Or \$ 90.00 hourly = \$1.50 per minute, etc. Also standby time / demurrage starts upon arrival at the jobsite, however when governmental agencies require traffic control points before the actual jobsite, then standby time / demurrage charges will commence starting at the point of traffic control.**
5. **It will be the contractor's /customers sole responsibility to collect all demurrage /standby at any quarry site/ load site.**
6. **Never will any averaging of Standby be allowed.**
7. **Semi End Dumps, Semi Bottoms and 10-Wheelers are hourly unless agreed in writing by R&S Trucking & Contractor prior to job commencing.**
8. **All quotes reflect 100% trucking of said job. R & S Trucking reserves the right to void any /all prices if less than 100%.**
9. Please call truck orders in by 2:00 p.m., to check availability. Please notify us several days in advance of any new jobs starting and/or any large truck orders of 10 or more.
10. On all jobs that require certification rosters, additional names may be added at any time.
11. **PROBLEMS ON PROJECTS:** The contractor must FAX into our main office a detailed description of the occurrence, including the sub hauler and/or drivers name, owner of the truck, truck number/trailer(s) number and description of truck/trailer(s), and copy of the freight tag that pertains to this incident or occurrence on the same day of the incident or occurrence. R&S Trucking will accept "NO DEDUCTS OR BACK CHARGES" unless they are notified as stated above. R & S Trucking will then respond back to customer after investigating the incident. All claims for recovery by contractor for loss or damage to commodity hauled must follow this procedure. Any deviation from this procedure will not change the costs incurred and may cause immediate withdrawal of trucking from said job
12. **It is the contractor's responsibility to FAX notice to R&S Trucking Estimator prior to job bidding if certified payroll and/or union participation is required (also see item.32 following).**
13. **Saturday rates: add 12.5% to the weekday rates, listed on Page 1. Also, Sunday & Holiday rates: add 25 % to the weekday rates, listed on Page 1.**
14. **Minimum Show-up time: On every truck dispatched to customers project, customer will be responsible for paying at least a 4 hour minimum daytime, & 6 hour minimum nighttime, unless previously arranged with dispatch.**
15. All un-scaled tonnage quotes will be based on 26.20 tons per load for Double bottoms. All scaled tonnage quotes for partial loads will be based on 24.00 tons for Transfers. All scaled tonnage quotes for partial loads will be based on 19.00 tons for Semi ends, Semi bottoms and Super Dumps These quotes are based on R&S Trucking performing all trucking requirements on said project. Also, when partial loads are sent back from the jobsite, back to the quarry: The time spent traveling back will be charged at the quoted hourly rate.

16. If Contractor chooses not to have loads weighted, then contractor is responsible for all overloads, overload tickets, and anything that occurs if load is not weighed.
17. Hourly time to be charged will start from the time reporting to work (time truck was ordered to be at load site), to the time completing the hourly service, which includes travel time back to the load site on the last load. Time to be charged shall include time for transportation in both directions, time for loading and unloading, and waiting or standby time, at origin and/or destination. Total chargeable time shall be computed to the nearest one-tenth of an hour. Deductions from the time only allowed for carrier equipment failure and meal delays.
18. R & S Trucking shall render to contractor invoices for services agreed to in the quote sheet/purchase order. Contractor agrees to pay R & S Trucking by the 20th day following the last day of the calendar month in which the work was performed, billed by the 5th day of the following month. When large truck orders are continuous in a given period it may be required that the contractor will be billed weekly and said payment to be no later than 10 days of receipt of invoice. Interest to be charged on all past due accounts at the maximum allowed by law.
19. Please provide R & S Trucking Estimator with all specific job information, which will be the basis of our quotes.
20. **Contractor must provide a site on each job for all truckers to clean out trailers daily at end of the last load.**
21. R & S Trucking is not responsible for delays caused by equipment failure of employees, agents or sub haulers of R & S Trucking, or by act of God, strikers, lockouts or similar matters beyond the control of R & S Trucking.
22. If any action at law or in equity, including an Action for Declaratory Relief, is brought to enforce or interpret the provisions of this agreement, the prevailing party shall be entitled to reasonable attorney's fee which may be set by the court in the same action or in a separate action brought for that purpose in addition to any other relief to which that party may be entitled. This agreement will be governed by and construed in accordance with the laws of the State of California.
23. Any changes to R & S Trucking freight tags must be received by FAX in the R & S Trucking main office within 2 working days from date of work performed by R & S Trucking for review.
24. Notices will be deemed communicated to either party to this agreement by either fax or certified mail using date of actual receipt of notice to receiving party.
25. R&S Trucking is not responsible for project production due to availability of trucks or any other reason, on any job.
26. As it is standard practice in the construction industry for contractors not to sign truckers trucking quotes, if R & S Trucking sign's a contractor's agreement/contract for trucking services; this action will be construed as a contractor signing an R & S Trucking complete quote with its terms & agreements. This also means that an R & S Trucking quotes supersedes any/all contractors agreements/contract/purchase order, and contractor will hold harmless anything associated in that contract, including production.
27. **R&S Trucking Co. is a VENDOR, not a SUB CONTRACTOR.**
28. Yearly escalation raise on top of the base rate quoted shall occur at **6% yearly**, commencing 1 year after the job start date, and shall continue yearly with 6% raises, year after year, for the continued duration of this same job.
29. All Asphalt mix designs, such as **Polymer blends, Rubberized, Open-Grade, etc.**, require the contractor to supply a designated clean-out area on the jobsite, and to supply additional equipment & manpower to help facilitate the clean-out of any and all truck and trailer(s). This also includes other sticky materials: such as Bay Mud, Wet Concrete mixes, etc. The time spent on this additional clean-out is chargeable and accrues separately for this clean-out procedure, and is not allowed to be averaged. In addition, R & S Trucking only hauls the above mentioned blends of asphalt in 5-axle Double bottoms only.
30. All rates quoted reflect a diesel cost per gallon up to and including: **\$ 4.15/per gallon**. After it rises to: **\$ 4.16/per gallon**, R & S Trucking will apply a **diesel fuel surcharge rate of 1% for every \$.10 cent per gallon cost increase**, as advised from the U.S. Dept. of Energy weekly on-highway diesel cost reports. Applying a diesel surcharge, after \$ 4.16/per gallon, shall be billed thru the previous weeks trucking work (1 week in arrears).
31. All quoted rates **DO NOT** reflect the cost of an on-site truck boss. If the need of one is required, and mutually agreed upon by R & S Trucking and the contractor requesting this need, then the requesting contractor agrees to pay all costs associated for an on-site truck boss type monitor: This additional fee typically runs approx. **\$ 350.00/per day/per 8 hour shift, plus fuel cost**. This rate is subject to change accordingly.

