

DEPARTMENT OF TRANSPORTATION  
DIVISION OF ENGINEERING SERVICES  
OFFICE ENGINEER  
P.O. BOX 168041, MS-43  
SACRAMENTO, CA 95816-8041  
PHONE (916) 227-6299  
FAX (916) 227-6282  
TTY 711  
www.dot.ca.gov



*Serious drought.  
Help save water!*

March 27, 2015

Facsimile: (707)996-6641

Douglas Hanford, President  
Hanford Applied Restoration & Conservation  
23195 Maffei Rd.  
Sonoma, CA 95476

01-262054  
01-Men-101-45.0/50.8  
B.O. 3/12/2015

Dear Mr. Hanford:

The Department of Transportation (Caltrans) received the attached letter dated March 27, 2015, from DeSilva Gates Construction, LP (DGC), protesting Hanford Applied Restoration & Conservation (Hanford) bid. The protest alleges that Hanford's bid is nonresponsive because their Subcontractor List information is wrong.

Please provide your response to Hanford's protest no later than April 1, 2015.

If you have any questions, please contact Mulissa Smith, Contract Awards Branch Manager, at (916) 227-6228.

Sincerely,

A handwritten signature in black ink, appearing to read "John C. McMILLAN".

JOHN C. McMILLAN  
Deputy Division Chief  
Office Engineer  
Division of Engineering Services

Attachment

**DESILVA GATES**  
CONSTRUCTION

11555 Dublin Boulevard  
P.O. Box 2909  
Dublin, California 94568-2909  
925/829-9220  
www.desilvagates.com

CONTRACTORS LICENSE NO. 704195 A

March 27, 2015

VIA FACSIMILE (916) 227-6282

John McMillan  
Deputy Division Chief  
Division of Engineering Services  
Office Engineer, MS 43  
1727 30th Street  
P.O. Box 168041  
Sacramento, CA 95816-8041

Re: Contract No. 01-262054  
Bids Opened: March 12, 2015  
**Bid Protest of Hanford Applied Restoration & Conservation**

Dear Mr. McMillan:

DeSilva Gates Construction, LP (DGC) was the third monetary bidder on the above referenced Contract for the Department of Transportation (State). With this letter, we hereby protest the bid submitted by Hanford Applied Restoration & Conservation (Hanford), the second monetary bidder for failing to comply with the mandatory requirements for the completion of the Subcontractor List and DBE Commitment for this Contract. Due to its incomplete bid which contains numerous errors, Hanford's bid must be rejected as non-responsive and ineligible for award of this Contract.

Hanford listed the entities Oliveira Fencing (Oliveira), Green Valley Consulting Engineers (GVCE), California Environmental Services (CES) and Cutler Trucking, Inc. DBA: R&S Trucking (Cutler) with the bid for this Contract (Attachment No. 1). With the exception of Cutler, all other entities were listed as performing 100% of their respective bid items. The total committed amount on bid day was \$1,309,265.02 and the breakdown is as follows (See Attachment No. 2 for Calculation):

1. Oliveira	\$240,555.00
2. GVCE	\$97,644.65
3. CES	\$464,016.22
4. Cutler	\$507,049.15

Contract #01-262054 Protest Letter  
March 27, 2015  
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These same four entities were also listed within four days after the bid opening date on Hanford's DBE Commitment Form (Attachment No. 3) submitted with their DBE Submittal, which also included a supplier by the name of Water Components & Building Supply from San Rafael.

The State issued Addendum No. 3 on the above referenced Contract (See Attachment No. 4 for reference) which listed the requirements for completing the Subcontractor List for this Contract. Based upon the information provided by Hanford with its Subcontractor List Form and its DBE Commitment Form, it is evident that their Subcontractor List information is wrong and not complete per Addendum No. 3. Hanford failed to provide the correct percentage by bid item (per Section 4.2 in Addendum No. 3) for each listed entity (Oliveira, GVCE, CES and Cutler) and failed to provide a description of the subcontracted work if the percentage of the bid item listed is less than 100% (per Section 4.3 of Addendum No. 3). The requirements are mandatory and failure to provide the information makes the bid non-responsive. The errors regarding each entity are described below.

#### **OLIVEIRA FENCE (OLIVEIRA)**

Hanford provided a copy of Oliveira's quote with their DBE Commitment Form (Attachment No. 5). Hanford listed Oliveira for 100% of Bid Item No. 40, however, per Oliveira's quote and Hanford's DBE Commitment form, Oliveira is listed for an amount of \$187,775, which is actually only 78.1% of the bid item total amount. Per the requirements of Addendum No. 3, Hanford was required to list Oliveira for 78.1% of the bid item and declare with their bid the portion of the subcontracted work Oliveira was going to perform for the bid item since the percentage is less than 100%. Hanford's bid should be non-responsive for not furnishing the required information with their bid.

#### **GREEN VALLEY CONSULTING ENGINEERS**

For GVCE, their quote was included in Hanford's DBE Commitment Form (Attachment No. 6) and it shows how Hanford calculated the DBE Commitment to GVCE by selecting Bid Items No. 5, 6, 7 and 8. These were the same bid items listed with Hanford's bid. Hanford's bid day percentages for these four bid items based upon the quoted prices divided by the total bid item amount should have been as follows:

Bid Item No. 5 % = \$3,900 divided by \$4,997.65 = 78%  
Bid Item No. 6 % = \$22,500 divided by \$45,000 = 50%  
Bid Item No. 7 % = \$32,500 divided by \$41,647 = 78%  
Bid Item No. 8 % = \$3,300 divided by \$6,000 = 55%

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March 27, 2015  
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It is clear that Hanford's bid day percentages by bid item are wrong for Bid Items No. 5, 6, 7 and 8 because they should have listed the percentages above as required and not 100%. Hanford should have explained by bid item what GVCE was going to perform since all of GVCE's percentages were less than 100%. Hanford's bid should be non-responsive for not furnishing the required information with their bid.

#### CALIFORNIA ENVIRONMENTAL SERVICES

For CES, their quote was provided with Hanford's DBE Commitment Form (Attachment No. 7). However, Hanford failed to show how they calculated their commitment for CES. On bid day, Hanford committed to CES to list them for \$464,016.22 for Bid Item No. 18. However, their DBE Commitment Form only committed \$360,000. How did the committed work decrease by \$104,016.22? It is evident that Hanford's bid day percentage for Bid Item No. 18 was inflated and wrong. Hanford's bid percentage should have 77.6% by dividing \$360,000 by \$464,016.22 and Hanford would have to declare what work this entity was going to really perform since the percentage is less 100% as required by Addendum No. 3. Hanford's bid should be non-responsive for failing to provide the required information with their bid.

#### CUTLER TRUCKING, INC. DBA: R&S TRUCKING

With respect to Cutler, their quote was provided with Hanford's DBE Commitment Form (Attachment No. 8). Hanford clearly listed them on bid day to perform portions of Bid Items No. 19, 28, 36, 37 and 39. However, for Bid Item No. 39, Hanford never listed the portion of work that Cutler was going to perform as required by Section 4.3 of Addendum No. 3. This fact makes Hanford's bid non-responsive.

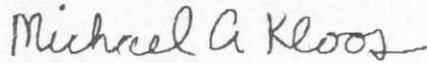
Furthermore, Hanford included Cutler as part of their DBE Commitment but failed to show how they calculated their commitment amount for this entity. Even though Hanford listed Cutler to perform \$507,049.15 worth of trucking with the bid, their DBE Commitment Form lists Cutler to perform \$589,000 with absolutely no backup documentation of how they calculated \$589,000. Cutler's quote provided in the DBE Submittal is five pages long with hourly pricing only and Hanford failed to show how any dollar amount was calculated. In fact, Hanford's DBE Commitment for Cutler is more than \$82,000 higher than the amount listed with their bid. These facts also make Hanford's bid non-responsive.

For the reasons stated above the bid submitted by Hanford is clearly non-responsive and must, in accordance with applicable law and the requirements of the Contract, be rejected as non-responsive. The failure to provide correct percentages for the bid items, along with the failure to provide, in its bid, the work to be performed by the subcontractor or entity, violates the Subcontractor Listing Law and the requirements of the bid documents.

In conclusion, accordingly, the contract should be awarded to DeSilva Gates Construction as the lowest monetary, responsive and responsible bidder.

Contract #01-262054 Protest Letter  
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Sincerely  
DeSilva Gates Construction



Michael A. Kloos  
Vice-President

- Attachment No. 1 – Hanford’s Bid Day Subcontractor List Form
- Attachment No. 2 – Calculation Breakdown of Hanford’s Bid Day Listing and DBE Commitment
- Attachment No. 3 – Hanford’s DBE Commitment Form
- Attachment No. 4 – Addendum No. 3, Section 2-1.10 Subcontractor List
- Attachment No. 5 –Oliveira’s Quote
- Attachment No. 6 – GVCE’s Quote
- Attachment No. 7 – CES’s Quote
- Attachment No. 8 – Cutler’s Quote

**ATTACHMENT NO. 1**

**Hanford's Bid Day Subcontractor List Form**

## STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION

Contract No.: 01-262054 Project ID: 0115000013

Bidder Name: Hanford Applied Restoration & Conservati Bidder ID: VC0000020007  
DES-OE-0102.2B (REV 5/2014)

Bidding Firm: Hanford Applied Restoration &amp; Conservation

List this sub? Yes

## 1) Business Name California Environmental Services

Location City San Ramon State ca

California Contractor License Number 0

CA Department of Industrial Relations' Registration Number 1000011373

Portion of Work Subcontracted:

Item #	Description
18 100	Contractor Supplied Biologist

List this sub? Yes

## 2) Business Name Olivera Fencing

Location City Santa Clara State CA

California Contractor License Number 404243

CA Department of Industrial Relations' Registration Number 1000003214

Portion of Work Subcontracted:

Item #	Description
40 100	Temporary Fencing Type CL-3

List this sub? Yes

## 3) Business Name Cutler Trucking, Inc. dba: R&amp;S Trucking

Location City Fulton State ca

California Contractor License Number 0

CA Department of Industrial Relations' Registration Number 1000007196

Portion of Work Subcontracted:

Item #	Description
19 31	Roadway Excavation Hauling
28 5.4	Wood Mulch Hauling
36 12.5	RSP Facing Hauling
37 11.6	RSP #3 Hauling
39 10.2	Cobble Stone

STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION  
Contract No.: 01-262054 Project ID: 0115000013  
Bidder Name: Hanford Applied Restoration & Conservation Bidder ID: VC0000020007  
DES-OE-0102.2B (REV 5/2014)

---

Bidding Firm: Hanford Applied Restoration & Conservation

List this sub? Yes

4) Business Name Green Valley Consulting Engineers  
Location City Santa Rosa State CA  
California Contractor License Number 0  
CA Department of Industrial Relations' Registration Number 1000005536  
Portion of Work Subcontracted:

Item #	Description
5 100	Prepare SWPPP
6 100	Rain Event Action Plan
7 100	Storm Water Sampling & Analysis Day
8 100	Storm Water Annual Report

**ATTACHMENT NO. 2**

**Calculation Breakdown of Hanford's Bid Day Listing and DBE  
Commitment**

Hanford

		Hanford's Bid Day Subcontractor Commitment			DBE Commitment	
		Bid Day Listed	% multiplied by		Revised Commitment	
Bid Item	Description	Percentage	Total Bid Amount	Bid Amount	DBE Commitment	Actual Percentage
Olivera Fencing						
40	Temporary Fencing Type CL-3	100%	\$ 240,555.00	\$ 240,555.00	\$ 187,775.00	78.1%

		Hanford's Bid Day Subcontractor Commitment			DBE Commitment	
		Bid Day Listed	% multiplied by		Revised Commitment	
Bid Item	Description	Percentage	Total Bid Amount	Bid Amount	DBE Commitment	Actual Percentage
Green Valley Consulting Engineers						
5	Prepare SWPPP	100%	\$ 4,997.65	\$ 4,997.65	\$ 3,900.00	78%
6	Rain Event Action Plan	100%	\$ 45,000.00	\$ 45,000.00	\$ 22,500.00	50%
7	Storm Water Sampling & Analysis Day	100%	\$ 41,647.00	\$ 41,647.00	\$ 32,500.00	78%
8	Storm Water Annual Report	100%	\$ 6,000.00	\$ 6,000.00	\$ 3,300.00	55%
			Totals	\$ 97,644.65	\$ 62,200.00	

		Hanford's Bid Day Subcontractor Commitment			DBE Commitment	
		Bid Day Listed	% multiplied by		Revised Commitment	
Bid Item	Subcontractor List Form Description	Percentage	Total Bid Amount	Bid Amount	DBE Commitment	Actual Percentage
California Environmental Services						
18	Contractor-Supplied Biologist	100%	\$ 464,016.22	\$ 464,016.22	\$ 360,000.00	77.6%

		Hanford's Bid Day Subcontractor Commitment			DBE Commitment	
		Bid Day Listed	% multiplied by		Revised Commitment	
Bid Item	Description	Percentage	Total Bid Amount	Bid Amount	DBE Commitment	Actual Percentage
Cutler Trucking, Inc. DBA: R&S Trucking						
19	Roadway Excavation Hauling	31%	\$ 1,478,400.00	\$ 458,304.00	No Info	No Info
28	Wood Mulch Hauling	5.4%	\$ 183,762.50	\$ 9,923.18	No Info	No Info
36	RSP Facing Hauling	12.5%	\$ 141,456.00	\$ 17,682.00	No Info	No Info
37	RSP #3 Hauling	11.6%	\$ 87,129.00	\$ 10,106.96	No Info	No Info
39	Cobble Stone	10.2%	\$ 108,166.80	\$ 11,033.01	No Info	No Info
			Totals	\$ 507,049.15	\$ 589,000.00	116.2%

Total Bid Day Commitment \$ 1,309,265.02

**ATTACHMENT NO. 3**

**Hanford's DBE Commitment Form**

STATE OF CALIFORNIA - DEPARTMENT OF TRANSPORTATION  
**DBE - COMMITMENT**  
DES-DE-0102.10D (REV 12/29/14)

CONTRACT NO. 01-262054

BID AMOUNT:  
**\$ 12,631,386.78**

BID OPENING DATE:

BIDDER'S NAME: Hanford Applied Restoration & Conservation

DBE GOAL FROM CONTRACT % 9%

DBE PRIME CONTRACTOR CERTIFICATION <sup>1</sup> :	TOTAL NUMBER OF ALL SUBCONTRACTS (DBE & NON-DBE):	TOTAL VALUE OF ALL SUBCONTRACTS (DBE & NON-DBE):
	4 Each	

BID ITEM NO.	ITEM OF WORK AND DESCRIPTION OF SERVICES TO BE SUBCONTRACTED OR MATERIALS TO BE PROVIDED <sup>2</sup>	WORK CATEGORY CODES <sup>2</sup>	NAME OF DBE <sup>3</sup> <small>(Must be certified on the date bids are opened. Include Company's certification no., DBE address, and phone number. Show 2nd and last for subcontractors)</small>	AMOUNT (\$)
18	Contractor Supplied Biologist	C8713	Carmelita Environmental Services 3176 Chap Canyon Pl... Ste. 200 San Ramon, CA 94583 (925)788-7888 CA Cert. 1000007113	\$ 360,000.00
19,24,26,37,38,39	Trucking/ off-haul and on-haul of material	C9774	Callor Trucking Inc. dba: R&D Trucking 1401 Alamy Pkwy... Bakersfield, CA 93312 (707)707-8833 CA Cert. 34043 DDB 100007118	\$ 589,000.00
5,6,7,6	SWPPP preparation & management	C8710,C8760	Cross Valley Consulting Engineers, 209 Treadwell Circle, Santa Rosa, CA 95401 (707)574-8949 CA Cert. 78200/0189 100000038	\$ 62,200.00
40	Type CL-3 Fencing	C8000	On-site Fencing, Inc. 292 Graham Rd., Santa Clara, CA 95050 (408)727-7880 CA Cert. 1100 / DDB # 1000002714	\$ 187,775.00
11,12,13,16,17	Fiber Roll, Silh Fence, Fabric, ESA fencing materials, T-posts		Value Components & Building Supply Inc. P.O. Box 10027... 44 Sway Street, Santa Rosa, CA 95402 CA Cert. 27243	Total Bid value \$20,786.00 DBE = 90% of total \$ 20,871.00

Show all DBE firms being claimed for credit, regardless of tier. Attach written confirmation from each DBE showing 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 Subcontract List (Pub Cont Code § 4100 et seq.)

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

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

<sup>3</sup>Use Work Category Codes from the California Unified Certification Program database.

Total Claimed Participation **\$ 1,219,846.00**

**9.68 %**

The bidder acknowledges that it is committed to use the DBEs shown on this form to meet the contract goal (89 CFR 26.53).

Signature of Bidder  
3/12/15 707-996-6633

Date (Area Code) Tel. No.

Douglas Hanford

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, 7120 N Street, MS-B-89, Sacramento, CA 95814

**ATTACHMENT NO. 4**

**Addendum No. 3 for Contract 01-262054, Section 2-1.10  
Subcontractor List**

Replace section 2-1.10 of the RSS with:

**2-1.10 SUBCONTRACTOR LIST**

On the Subcontractor List form, list each subcontractor to perform work in an amount in excess of 1/2 of 1 percent of the total bid or \$10,000, whichever is greater (Pub Cont Code § 4100 et seq.).

For each subcontractor listed, the Subcontractor List form must show:

1. Business name and the location of its place of business.
2. California contractor license number for a non-federal-aid contract.
3. Department of Industrial Relations' registration number
4. Portion of work it will perform. Show the portion of the work by:
  - 4.1. Bid item numbers for the subcontracted work
  - 4.2. Percentage of the subcontracted work for each bid item listed
  - 4.3. Description of the subcontracted work if the percentage of the bid item listed is less than 100 percent

**ATTACHMENT NO. 5**

**Oliveira Fence, Inc. Quote to Hanford for Contract 01-262054**

# OLIVEIRA FENCE. INC.

36 Years in Business

Lic. No. 404243 C13

293 Brokaw Rd., Santa Clara, California 95050

(408) 727-3811 Fax (408) 727-2690 email oliveirafence@yahoo.com

Women Owned Business Enterprise

Bond Rate-1.5% cost is not included in price

Liability insurance limits-\$10 Mil each occurrence

Caltrans Certification No. CT-001583 UDBE, SWBE

Oliveira Fence is part of the Laborers Union

DUNS No. 088832910

State of California Certification No. REF-0023017 SBE

City of Sacramento Certification No. 19905

Federal ID No. 94-2753230

Clearinghouse Supplier No. 4AN00032 WBE Certification

## BID PROPOSAL

Company:

Attn: Estimating Department

Project: HWY 101 Caltrans No. 01-262054

Location: Mendocino County, CA

Estimator: Debbie Garcia

Bid Date: 3/3/2015

Addenda Noted: 1,2,3

Move-ins Included: 4 move-ins & 4 move-outs

Additional Move-ins: \$500.00 each

Manufacturers' Lead Time: 6 weeks notice

CADIR # ?

Bid Item	Description	Number of Units	Type	Unit Price	Total Price
40	To Furnish, Install, and Remove Temporary Fence (Type CL-3)	20,300	LF	\$ 9.25	\$ 187,775.00
<p>Excludes: No Maintenance of fence to install and remove only.</p> <p>* INC. SIGNAGE per CALL</p> <p>* Do they include SIGNAGE w/ Fence ?</p> <p>100,000 3214</p> <p>3/12 <i>del</i></p>					
<p>When job is awarded we will check bonding capacity. Note: Our liquidated damages maximum is \$5,000.00 per day anything over that the general contractor will have to pick up the additional costs per day over \$5,000.00 We have never had a liquidated damage cost. PLEASE SEE BELOW FOR EXCLUSION.</p>					\$ 187,775.00

**IMPORTANT NOTES:** Due to the volatility of the Steel Market, prices quoted above are good for only 30 days from the date of Proposal. After 30 days price is subject to Re-Negotiation, if terms cannot be reached Oliveira Fence Inc. reserves the right to nullify this proposal. Once we receive approved submittals we will be ordering materials due to the steel cost increase. If for any reason the project is cancelled the owner will be responsible for payment for all purchased materials. Damaged Temporary Fence Panels will be charged to the general contractor.

**EXCLUSIONS:** Bond premium, building permits, railroad protective liability policy, special coverage insurance premiums, penalties for delays beyond Oliveira Fence control, clearing/grubbing, grading, hand digging, concrete & asphalt patching, electrical and grounding, landscape restoration, traffic control painting, range plates or saddle brackets, demo/removal of fence unless requested in the above quote, engineering or testing, embeds/post pockets or sleeves or clean out, core drilling and saw cutting, removal or disposal of dirt spoils (dirt spoils will be left near the fence - post holes), backfilling post holes, removal of disposal of hazardous substances, padlock, concrete mow strip and flat work, liability for loc: underground utilities, liability for damages to un-located underground utilities, maintenance of temporary fences, no night work, surveys and layout, staking, signs on fences and gates, welding of any fence materials or rebar cages for fence post.

**ATTACHMENT NO. 6**

**Green Valley Consulting Engineers Quote to Hanford for Contract  
01-262054**

BID ALL ITEMS



Restoring Yesterday . . . Creating Tomorrow

municipal engineering  
civil engineering  
construction management  
landscape architecture  
land surveying

~~DBE State Certified #29702~~

~~DBE State Certified #29702~~

## DBE SAMPLING & ANALYSIS QUOTATION

Attn: Estimator

**Bid Date: March 12, 2015**

**RE: CALTRANS No. 01-262054**

01-Men-101-45.0/50.8 - Wetland and Riparian Planting and Erosion Control

We have reviewed the Plans and Specifications for the above-referenced contract, and submit for your consideration the following services:

<del>Bid Item No. 5</del> Prepare SWPPP	<u>\$3,900ea</u> x 1 =	<u>\$3,900.00</u>
A Storm Water Pollution Prevention Plan prepared by a certified QSD.		
<del>Bid Item No. 6</del> Rain Event Action Plan	<u>\$250ea</u> x 90 =	<u>\$22,500.00</u>
Preparation of a REAP by a certified QSP/D.		
<del>Bid Item No. 7</del> Storm Water Sampling & Analysis Day	<u>\$325ea</u> x 100 =	<u>\$32,500.00</u>
Storm water sampling & testing by a certified QSP/D. (PH & Turbidity only. Other pollutants on a time & materials basis)		
<del>Bid Item No. 8</del> Storm Water Annual Report	<u>\$1,100ea</u> x 3 =	<u>\$3,300.00</u>
Certified QSD preparation of a Storm Water Annual Report		

**Project Total** \$62,200.00

(Page 1 of 2)

\*Alternate (Site Inspections & Water Pollution Control Manager)

- Weather monitoring
- Provide Water Pollution Control Manager to over-see inspections: including Contractor performed BMP inspections; daily, pre-storm, during extended events, and post-storm. (\*Inspections can be performed for the alternate price below)
- GVCE QSP performed weekly storm water inspections.



Restoring Yesterday . . . Creating Tomorrow

municipal engineering  
civil engineering  
construction management  
landscape architecture  
land surveying

**A. Provide weekly stormwater inspections only \$400 per week**

- \$400wk x 25weeks = \$10,000.00 (not-to-exceed)
- Based on the monitoring period lasting 500 working days
- Includes WPC Manager responsibilities
- Based on Contractor performed "pre", "during", & "post" event inspections.

**B. Provide pre, during, and post-event stormwater inspections \$125 each site visit**

- \$125ea x 200ea = \$25,000.00 (not to exceed)
- Based on bid quantities for expected rain events
- Must be performed concurrently w/ Items 6 & 7, and Alt A.

- Qualifications
- Design, layout, and/or monitoring of ATS are not included in pricing.
  - Implementation and maintenance of BMPs are not included as part of this proposal.
  - Items not specifically itemized above are not included, but may be performed on an hourly basis (\$100/hr).
  - Only sampling for PH & Turbidity will be performed. Any other pollutants will be performed on a time & materials basis.
  - Site inspection and sampling will be performed at the intervals as outlined in the General Permit and/or the Contract Documents.
  - Additional testing and monitoring resulting from NAL exceedance and/or NEL violations are not included and will be performed on a time & materials basis.
  - Pricing is based on a Risk level 3 site & 500 working days.
  - SWPPP preparation may be sub-consulted out, and may not qualify for DBE participation (\$3,900).
  - Quantities based on inspection and monitoring during working days only.
  - No retention to be with-held from payments.
  - Payment shall be due within 30 days of client's receipt of invoice

If you have any questions or require any further information please contact this office at the number listed below.

Sincerely,

Tim Dillenburg, QSD  
Green Valley Consulting Engineers  
QSD Certificate #25037

(Page 2 of 2)

**ATTACHMENT NO. 7**

**California Environmental Services' Quote to Hanford for Contract  
01-262054**



California Environmental Services  
3170 Grow Canyon Place Ste. 250  
San Ramon, CA 94583-1157  
Phone: (925) 789-7459 Fax: (925) 866-6782

**CALTRANS CONTRACT #01-262054  
WILLITS, MENDOCINO COUNTY, CALIFORNIA  
CONTRACTOR-SUPPLIED BIOLOGIST:  
ANNUAL SCOPE OF WORK**

California Environmental Services (CES) has been requested to prepare this Scope of Work and estimated budget to provide comprehensive biological monitoring services during construction of the Willits Bypass Project (Project), located near the City of Willits, Mendocino County, California. Biological Monitoring tasks are identified throughout the Project permits, including: Lake or Streambed Alteration Agreement 1600-2010-0044-R1 Amendment No. 1 and Incidental Take Permit No. 2081-2010-007-01 (Revised March 10, 2014) as well as the Mitigation, Monitoring and Reporting Plan prepared for the Project. The Project is anticipated to take two years to complete. This Scope of Work outlines the tasks, staffing, assumptions, and costs associated with providing comprehensive biological monitoring services for this Project for one year.

**TASKS**

**Task 1: Biological Monitoring**

**Description:** CES will develop and provide an educational program for all persons employed or otherwise working on the Project site prior to performing any work on-site as described in Section 2.5 of the Lake or Streambed Alteration Agreement 1600-2010-0044-R1 Amendment No. 1 (Agreement) issued for the Project. The program will consist of a presentation that includes a discussion of the sensitive resources existing within and adjacent to the Project area, including State- and federally-listed species, as well as the protective measures required in the Agreement and the Incidental Take Permit (ITP) issued for the Project. Interpretation shall be provided for non-English speaking workers, and the same instruction shall be provided for any new workers prior to their performing work on-site. CES will prepare and distribute wallet-sized cards or a fact sheet handout containing this information for workers to carry on-site. Upon completion of the program, employees shall sign a form stating they attended the program and understand all protection measures. These forms will be maintained in a project permit binder kept on site by the Designated Biologist.

CES will provide one biological monitor (Designated Biologist) knowledgeable and experienced in the biology and natural history of the Project area. The Designated Biologist will be on-site daily during Project activities including all pile installation, dewatering, channel-, vegetation- or ground-disturbing activities that may affect special-status species are taking place to: (1) minimize incidental take of special-status species; (2) check for compliance with all mitigation and avoidance measures; (3) check all exclusion zones; and (4) ensure that signs, stakes, and fencing are intact, and that human activities are restricted outside of these protective zones.

The Designated Biologist will prepare a Daily Monitoring Report (DMR) summarizing: disturbance activities observed, oversight activities and compliance inspections, observations of fish and wildlife resources including special-status species, survey results, and monitoring activities required by the Agreement and other Project permits.

Designated Biologists will also conduct compliance inspections a minimum of once per month during periods of inactivity and after clearing, grubbing, and grading are completed.

**Assumptions:**

- CES assumes that one Designated Biologist will be required from June 1, 2015 through October 15, 2015 and from June 1, 2016 through October 15, 2016.
- CES assumes construction activities will take place Monday through Friday and that no weekend or holiday work will be required.
- CES assumes that work days will begin at approximately 7 am and conclude at approximately 3:30 pm (i.e. an 8-hour workday) and that no overtime will be required.
- CES assumes that educational training will occur in the normal course of each workday during safety tailboard meetings and that no separate, additional trainings will be required.

**Deliverables:**

- CES assumes that DMRs will be compiled weekly and submitted to either the Contractor or Caltrans in Microsoft Word™ format for subsequent submission to the resource and/or regulatory agencies.
- CES assumes that no hard copies of the weekly summaries will be required.

**Annual Cost: \$86,846.00**

**Task 2: Special-Status Fish Relocations**

**Description:** Per Section 2.29 of the Agreement, CES will provide up to two qualified fisheries biologists that are authorized by National Marine Fisheries Service (NMFS) and California Department of Fish and Wildlife (CDFW) to handle listed salmonids. Captured fish will be segregated by size to minimize predation, and maintained in cool, well-oxygenated water until released to suitable habitat outside the construction impact area.

**Assumptions:**

- CES assumes that one round of fish capture and relocation will be required for the Project.
- CES assumes that one round of fish capture and relocation will require no more than five 8-hour consecutive days to complete.
- CES assumes that a written report of capture and relocation efforts will be required.

**Cost: \$16,820.00**



California Environmental Services  
3170 Crow Canyon Place Ste. 250  
San Ramon, CA 94583-1157  
Phone: (925) 789-7459 Fax: (925) 806-6788

**Task 3: Written Reports**

**Description:** CES will prepare or assist in the preparation of the following reports:

- **Quarterly Compliance Report:** CES will compile the observation and inspection records identified in Section 4.1 of the Agreement (i.e. DMRs) into a Quarterly Compliance Report and along with a summary of Project activities, the current implementation status of each mitigation measure identified in the Agreement, and any recommended modifications in monitoring methods. Draft Quarterly Reports will be prepared every three months (i.e., August and November) during the construction monitoring period of June 1 through October 15. Draft Quarterly Reports will be submitted to the Contractor and/or Caltrans for finalization.

**Assumptions:**

- CES assumes one round of review and revisions of the Draft Quarterly Compliance Reports.
- CES assumes that no hard copies of the Final Quarterly Compliance Reports will be required.

• **Cost: \$10,130.00**

**Schedule:**

The Draft Quarterly Compliance Report will be electronically submitted in Microsoft Word® format to the contractor or Caltrans as appropriate for review on September 15 and November 15. Accompanying figures and/or graphics will be submitted in Adobe Acrobat® PDF format. Upon receipt of edits, comments, and/or questions, CES will complete revisions to the Draft Quarterly Compliance Report within 10 days and submit the Final Quarterly Compliance Report electronically to the contractor or Caltrans as appropriate.

Task #1: Biological Monitoring	\$86,846.00
Task #2: Special-status Fish Relocations	\$16,820.00
Task #3: Written Reports	\$10,130.00
<b>Annual Total Not-to-Exceed Amount</b>	<b>\$113,796.00</b>

Wicks, Mendocino County, CA - Deltwin's Contract # 01-2520564  
Biological Services - Estimated Annual Costs

	Hourly Rate	Total Hours	Total \$	May 2015	Jun 2015	Jul 2015	Aug 2015	Sep 2015	Oct 2015	Nov 2015	TOTAL
<b>Task 1: Deltwin Membership</b>											
Senior Deltwin (Boland)	\$ 115.00	10.00	\$ 1,150.00		2.00	2.00	2.00	2.00	2.00	2.00	14.00
Staff Member (Boland)	\$ 62.00	1,178.00	\$ 73,076.00	6.00	234.00	234.00	234.00	234.00	234.00	234.00	1,466.00
Associate GIS Specialist	\$ 75.00	4.00	\$ 300.00	4.00							4.00
Admin/Office	\$ 45.00	12.00	\$ 540.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	14.00
<b>TOTAL</b>		1,204.00	\$ 75,026.00	12.00	270.00	270.00	270.00	270.00	270.00	270.00	1,466.00
<b>Task 2: Camp Area Research</b>											
Senior Biologist (Boland)	\$ 118.00	8.00	\$ 944.00				4.00			4.00	8.00
Associate Biologist (Boland)	\$ 75.00	6.00	\$ 450.00				4.00			4.00	8.00
Staff Biologist (Boland)	\$ 82.00	12.00	\$ 984.00				4.00			4.00	8.00
Associate GIS Specialist	\$ 75.00	12.00	\$ 900.00				4.00			4.00	8.00
Admin/Office	\$ 65.00	8.00	\$ 520.00				2.00			2.00	4.00
<b>TOTAL</b>		164.00	\$ 1,388.00				16.00			16.00	32.00
<b>Task 3: Special Order Fish Release</b>											
Senior Biologist (Boland)	\$ 115.00	62.00	\$ 7,170.00				62.00				62.00
Associate Biologist (Boland)	\$ 75.00	88.00	\$ 6,600.00				88.00				88.00
Associate GIS Specialist	\$ 75.00	4.00	\$ 300.00				4.00				4.00
Admin/Office	\$ 45.00	180.00	\$ 8,100.00				4.00				4.00
<b>TOTAL</b>		254.00	\$ 22,170.00				158.00				158.00
<b>TOTAL Year</b>				\$ 130.00	\$ 14,828.00	\$ 14,828.00	\$ 32,616.00	\$ 14,828.00	\$ 14,828.00	\$ 3,330.00	\$ 83,288.00
<b>ODCS</b>											
Field equipment (camera, computer, phone)	Unit Rate	Total Units									
Field equipment (camera, computer, phone)	\$ 25.00	6.00	\$ 150.00				1,300.00				1,300.00
Field equipment (camera, phone)	\$ 10.00		\$ 100.00								100.00
Printer/Printing	\$ 1,500.00	5.5	\$ 8,250.00		1,600.00	1,600.00	3,000.00	1,600.00	1,600.00		7,400.00
GPS (sub-meter)	\$ 20.00		\$ 200.00								200.00
GPS (3-meter)	\$ 8.00		\$ 80.00								80.00
Burnow Motor	\$ 68.00		\$ 68.00								68.00
PV-10 meter	\$ 28.00		\$ 28.00								28.00
Electric Shocker	\$ 100.00	5	\$ 500.00				500.00				500.00
Survey	\$ 300.00		\$ 300.00								300.00
Survey	\$ 910.00		\$ 910.00		2,420.00	2,420.00	4,840.00	2,420.00	2,420.00		12,100.00
<b>TOTAL ODCS</b>			\$ 9,110.00	\$ 17,248.00	\$ 17,248.00	\$ 37,348.00	\$ 27,348.00	\$ 17,248.00	\$ 16,018.00	\$ 3,330.00	\$ 113,116.00
<b>TOTAL Fees and Other Direct Costs</b>				\$ 130.00	\$ 14,828.00	\$ 14,828.00	\$ 32,616.00	\$ 14,828.00	\$ 14,828.00	\$ 3,330.00	\$ 83,288.00



Caltrans Contract #01-262054: Biological Monitoring Services Estimated Costs for One Year

Labor Classification	Hourly Rate	Hours	Projected Cost
Senior Biologist/Botanist	\$ 115.00	80.00	\$ 9,200.00
Staff Biologist/Botanist	\$ 62.00	1,298.00	\$ 80,476.00
Associate GIS Specialist	\$ 75.00	20.00	\$ 1,500.00
Administrative	\$ 45.00	22.00	\$ 990.00

Other Direct Costs	Rate/Cost	Units	Projected Cost
Mileage	\$0.575	8,400.00	\$ 4,830.00
Per diem/Housing	\$ 1,500.00	5.50	\$ 8,250.00
Electro Shocker	\$ 100.00	5.00	\$ 500.00
Travel			\$ 100.00
Supplies			\$ 300.00
Printing/Copies			\$ 300.00

$$\text{Per Diem} = \frac{1,500 / \text{MO}}{176 \text{ HRS}} = \$ 8.52$$

$$\text{STAFF BW} = \$ 62 / \text{HR}$$

$$\text{TRAVEL} = \frac{\$ 8,400}{5.5 \text{ MO}} \times \frac{176 \text{ DAYS}}{176 \text{ DAYS}} = \$ 8.68 / \text{HR}$$

$$\text{TOTAL} = \$ 62 + \$ 8.52 + \$ 8.68 = \$ 79.20$$



California Environmental Services (CES)  
3170 Crow Canyon Place, Suite 250  
San Ramon, California 94583

**FAX COVER**

(925) 789-7459

Pages: 2

To: Kevin Heddy

Fax: (707) 996-6641

Date: 2/13/2015

Re:

From: Dr. Gretchen Flohr, President, CES

Fax: (925) 866-6788

Phone: (925) 789-7459

Cc:

Comments: Dear Mr. Kevin Heddy:  
Please find the enclosed signed Participation  
Response Form expressing CES's interest in the  
Caltrans Construction Project Adjacent to State  
Highway in Mendocino In and Near Willits At  
Various Locations.

Best regards,

Gretchen. E. Padgett-Flohr, Ph.D

- Urgent
- For Review
- Please Comment
- Please Reply
- Please Recycle

**ATTACHMENT NO. 8**

**Cutler Trucking, Inc. DBA: R&S Trucking's Quote to Hanford for  
Contract 01-262054**



# TRUCKING QUOTE

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

Contractor: Hanford ARC

Attention: Kevin Heddy

Phone: 996-6633

Fax: 996-6641, Email: kevin@hanfordarc.com

**Job Name: CDOT# 01-262054, Wetland and  
Riparian Planting and Erosion Control,**

**Hwy# 101, 45.0/50.8**

**Job Location: in & around: Hwy# 101, from post-mile 45.0 to  
50.8, at various locations, Willits, In Mendocino County**

Contractor Job#: \_\_\_\_\_ R & S Job#: \_\_\_\_\_

Today's Date: 2-27-2015

Bid Date: 3-3-2015/2:00pm

**\*\* 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 5

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

Point of Origin	Material	5-axle "Rock-Box" Transfers
Northern Agg.-Willits	AGGREGATES & RIP-RAP Facing size and # 3 size only	\$ 125.00/Hourly * <u>as a budget trucking only estimate:</u> Approx.. \$ 11.50/per ton +/-
Syar-Healdsburg	AGGREGATES	\$ 125.00/Hourly * <u>as a budget trucking only estimate:</u> Approx.. \$ 25.00/per ton +/-
Western Agg.-Marysville	AGGREGATES & COBBLES	\$ 125.00/Hourly, <u>Plus 3.5 Hours Travel-Time</u> * <u>as a budget trucking only estimate:</u> Approx.. \$ 44.00/per ton +/-, <u>Plus 3.5 hours for travel-time</u>
Off-Haul "Excess Dirt" from the jobsite to: A CALTRANS suggested, potential dumpsite, called: MGS Plasma site, located off Eastside Rd., near East Hill Rd., Willits, In Mendocino County. * <u>Please note:</u> To be confirmed by the contractor directly with CALTRANS for permits, availability, etc.		<u>3-axle, 4-axle, 5-axle equipment</u> <u>Prevailing wages rate of:</u>  \$ 172.90/Hourly

Continued.....

**NON-PREVAILING WAGE BASED HOURLY RATES and BRIDGE TOLLS, ETC.****(\* Please note the NEW PRICING STRUCTURE below, as of, 10-28-2014)**

1. 5-axle Double bottoms: **\$ 125.00/hourly**
2. 5-axle Transfers: **\$ 125.00/hourly**
3. 5-axle Semi ends: **\$ 125.00/hourly**
4. 4-axle Super Dumps: **\$ 130.00/hourly**
5. 3-axle 10 Wheeler dump trucks: **\$ 120.00/hourly**
6. 5-axle Semi Flatbeds: **\$ 135.00/hourly**
7. 5-axle Semi bottoms: **\$ 125.00/hourly**
8. **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**
9. **\* Travel-Time**: When listed and/or when applicable, travel-time charges will be billed at the hourly rates listed, per man, per truck, per day.
10. **\*\* Increased Hourly Rates**: When listed and/or when applicable, the increase of hourly rates will apply due to distance/mileage, traffic conditions & environment, duration of time involved, geography, etc.
11. **Bridge Tolls**: As R & S Trucking services throughout the 9 San Francisco Bay Area Counties and beyond, any and all applicable bridge tolls will be added to the above rates. **Please note**: Under a new 5-year plan that was proposed on 2-25-2014, the Golden Gate Bridge "Toll Rates" will rise in cost every year starting: April 7<sup>th</sup>, 2014.

**PREVAILING WAGES HOURLY RATES**

1. All 5-axes, 4-axes and 3-axes will reflect the same hourly rate for the 1<sup>st</sup> (first) 8 hours in any given shift of: **\$ 172.90/hourly**. Applicable over-time charges, after 8 hours, will be added accordingly.
2. This prevailing wage rate reflects **8 hour minimum per day**, per truck, as well as a **8 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](mailto:ericlevy@rstrucking.com)

**State of California CALTRANS certified:**

**Disadvantaged Business Enterprise (DBE) # 484110 under ID # 38042**

and

**State of California, Department of General Services certified:**

**Small Business Concern (SB) # 1000659**

Providing a **"Commercially Useful Function"** since 1984

Continued.....

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 Time 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, or \$ 98.00/hourly = \$ 1.63 per minute, etc. Also standby time / demurrage starts upon arrival at the jobsite, including but not limited too: when governmental agencies/general contractors require traffic control points before the actual jobsite (traffic control points, flagmen control, lane closure etc.), and then standby time / demurrage charges will commence starting at the point of that traffic control location.
5. It will be the contractor's /customers sole responsibility to collect all demurrage /standby time at any quarry site/ load site.
6. Never will any "Averaging of Standby Time" be allowed. In other words; standby averaging is not allowed at all, as first stated on page 1, reflective in qualifying maximum allowable times in tonnage rate quotes. Demurrage / standby time will be billed and become due & payable after the maximum allowable times listed at the rate per minute quoted.
7. Semi End Dumps, Double bottoms, 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, along with estimated dollar (\$) amount of loss (when applicable) 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. This applies to all rates quoted, regardless of hourly, per ton, per load = ALL RATES.
14. Minimum Show-up time: On every truck dispatched to customers project, customer will be responsible for paying at least a 8 hour minimum daytime, & 8 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 weighed, 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. \* Travel-Time: When listed and/or when applicable, travel-time charges will be billed at the hourly rates listed, per man, per truck, per day. \*\* Increased Hourly Rates: When listed and/or when applicable, the increase of hourly rates will apply due to distance/mileage, traffic conditions & environment, duration of time involved, geography, etc.

Continued.....

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 20<sup>th</sup> day following the last day of the calendar month in which the work was performed, billed by the 5<sup>th</sup> 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. Specific details such as lane closures, traffic control points, project labor agreements/organized labor unions, locations for transfers to drop trailers, State, County & City agencies road closures, on and/or off-ramp turn-around access, designated truck routes per job specific contract language, etc., are needed to qualify per ton or per load rates, as these types of rates reflect time constraints. R & S Trucking reserves the right to void quoted rates that reflect time constraints (per ton or per load) at any time, due to lack of specific accurate information given at time of request. Default to hourly rates might prevail, however that could change also dependent on information given at time of request!
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 release agents, such as: United Products, Smart Solve Tar Remover # 603, along with 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 at the hourly rates listed and accrues separately for this clean-out procedure, and this extra-time is not allowed to be averaged-out. In addition, R & S Trucking only hauls rubberized/open-grade type asphalts in 5-axle Double bottoms/Semi bottoms only, when available.
30. All rates quoted reflect a diesel cost per gallon up to and including: \$ 3.65/per gallon. After it rises to: \$ 3.66/per gallon, R & S Trucking will apply a diesel fuel surcharge rate of 1% for every \$ .10 cent per gallon cost increase, as reported by the U.S. Dept. of Energy weekly on-highway diesel cost reports. Applying a diesel surcharge, after \$ 3.66/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.

Continued.....

- 32. If & when and any & all Teamsters Local 315 or any other union local initiation fees and monthly union dues are required for any type of on-site/off-site/import/export trucking or trucks or owner-operators or independents that are pulling R & S Trucking's boxes or trailers = All dues payable will be paid out thru the general contractor awarded the above mentioned job. This applies to Project Labor Agreements also. R & S Trucking is not obligated to be a member of the Teamsters or join any other agreement with any organized union, or any project labor agreements.
- 33. When "budget trucking only estimates" are provided alongside quoted hourly rates, these budgets are provided reflecting the contractors/estimators desire & requests to help arrive to a: "Approximation of time cycles and/or tonnage estimate to help create a budget cost +/-". These budget costs/rates are not to be considered accurate enough for a commitment and are created only for a convenience, therefor only the hourly rates quoted at the time shall prevail.

Cutler Trucking Inc. dba: R&S Trucking

\_\_\_\_\_  
Contractor or Agent

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

*In business since 1984, providing General Engineering Contractors, Developers & Home Builders, Vineyard Operations and City, State & County Agencies with Trucking Services and Truck Brokering capabilities.*

*Thank you for choosing R & S Trucking for your special project*

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