

Third Bidder

02-02-15P01:25 RCVD

STATE OF CALIFORNIA • DEPARTMENT OF TRANSPORTATION
CERTIFIED DVBE SUMMARY
 DES-OE-0102.5 (REV 3/2008)

DISTRICT-COUNTY-ROUTE: 05-SB-246-12.3/R16.7

CONTRACT NO.: 05-OC6404

TOTAL BID: \$16,939,928

BID OPENING DATE: JANUARY 29, 2015

BIDDER'S NAME: GRANITE CONSTRUCTION COMPANY

DVBE PRIME CONTRACTOR CERTIFICATION ¹ _____

Bid Item Number	Description of Work to Be Subcontracted to DVBE or Materials to Be Supplied by DVBE ²	For Caltrans Only	DVBE (Name, Telephone No., and Certification No.)	\$ Amount
1	LEAD COMPLIANCE PLAN & TRAINING		GLOBAL ENVIRONMENTAL NETWORK 800/230-6944 #24765	1,795
9	CHANNELIZER MATERIAL		NORTH VALLEY BARRICADE 530/751-7961 #23245	4,595
16	PREPARE SWPPP		KEEGAN ENGINEERING 951/898-6000 #1558540	1,450
84,85,86,87,88	ALTERNATIVE PIPE CULVERT MATERIAL		CAPITAL FLOW 916/718-9173 #1760611	77,399
92,93,96,97,101,102 103,104,105,106,113	CSP MATERIALS,ALT FES, MISC IRON (PARTIAL)		GSJ UTILITY SUPPLY & SERVICE 562/404-1113 #42780	191,318

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

Total Claimed Participation	\$ <u>276,557</u>
	<u>1.6</u> %

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

Brian Larinan 1/29/2015
 Signature of Bidder, BRIAN LARINAN, CHIEF ESTIMATOR Date

Submit to:

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

805 964-9951
 (Area Code) Telephone Number

DIANNE CARLISLE
 Contact Person (Type or Print)



GSJ Utility Supply & Service
 A Certified DVBE, SDVOSB, DBE, WBE,
 SBE Company
 14565 Valley View Ave., Ste Z
 Santa Fe Springs, CA 90670

Proposal

Proposal Date: 1/12/2015
 Proposal #: 2193355YP
 Project:

Bill To:

Eric Wildhagen CALTRANS 05-OC6404
 Granite Construction Company
 5335 Debbie Lane
 Santa Barbara CA 93111

84
85
86
87
88

Item	Description	Qty	U/M	Rate	Total
APC-Poly 18"	Polyethylene Pipe Bell/Spig D-Wall 18" - Grade: Bell/Spigot Wall: Double Diameter: 18" Length: 20 Type S	40	ft	10.887 11.76	435.48T
APC-Poly 24"	Polyethylene Pipe Bell/Spig D-Wall 24" - Grade: Bell/Spigot Wall: Double Diameter: 24" Length: 20 Type-S	4,120	ft	17.7984 19.22	73,329.41T
APC-Poly 30"	Polyethylene Pipe Bell/Spig D-Wall 30" - Grade: Bell/Spigot Wall: Double Diameter: 30" Length: 20 Type S	160	ft	23.72088 25.62	3,795.34T
APC-Poly 36"	Polyethylene Pipe Bell/Spig D-Wall 36" - Grade: Bell/Spigot Wall: Double Diameter: 36" Length: 20 Type S	160	ft	31.89913 34.47	5,103.86T
APC-Poly 42"	Polyethylene Pipe Bell/Spig D-Wall ⁴² 36" - Grade: Bell/Spigot Wall: Double Diameter: 42" Length: 20 Type S	160	ft	49.93438 53.93	7,989.50T

Phone:	Fax:	Web Site
562-404-1435	888-356-1250	www.gsj-utility.com

CSP Total = \$191,317.89

SIGNATURE _____

Total

1/29 - LWS APPROVES BREAKING ITEMS OUT 10/20 AM



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Item	Description	Qty	U/M	Rate	Total
CON-H/C 10G...	36" OMPI Riser - 6.5' (0.138 thickness - 10 GA) - w/ stub out and 36R Grate	1	ea	1,097.08	1,097.08T
CON-H/C 10G...	36" OMPI Riser- 11' (0.138 thickness - 10 GA) - w/ stub out and 36R Grate	1	ea	1,384.45	1,384.45T
CON-H/C 10G...	36" OMPI Riser - 7' (0.138 thickness - 10 GA) - w/ stub out and 36R Grate	1	ea	1,129.01	1,129.01T
CON-H/C 10G...	36" OMPI Riser- 5.5' (0.138 thickness - 10 GA) - w/ stub out and 36R Grate	1	ea	1,033.22	1,033.22T
CON-H/C 10G...	36" OMPI Riser - 8.5' (0.138 thickness - 10 GA) - w/ (2) 24" stub out and 36R Grate	1	ea	1,378.27	1,378.27T
CON-H/C 10G...	36" OMPI Riser - 4.25' (0.138 thickness - 10 GA) - w/ (1) 24" stub out and 36R Grate	1	ea	953.40	953.40T
CON-H/C 10G...	36" OMPI Riser - 4.25' (0.138 thickness - 10 GA) - w/ stub out and 36R Grate	1	ea	953.40	953.40T
CON-H/C 10G...	36" OMPI Riser - 8.25' (0.138 thickness - 10 GA) - w/ (1) 24" stub out and 36R Grate	1	ea	1,208.84	1,208.84T
CON-H/C 10G...	36" OMPI Riser - 6.75' (0.138 thickness - 10 GA) - w/ (1) 24" stub out and 36R Grate	1	ea	1,113.05	1,113.05T

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OMP's = $13600.67 \times 1.08 = 14688.72$
 $\div 12 \text{ ea} = 1244.06 \text{ ea}$
 $\div 80' = \text{tax } 183.61$
 w/tax

SIGNATURE _____

Total

CSP OMP total \$ 13600.67
 tax 1088.05
 \$ 14688.72



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Item	Description	Qty	U/M	Rate	Total
2 CON-H/C 10G...	36" OMPI Riser - 5.5' (0.138 thickness - 10 GA) - w/ (1) 18" stub out and 36R Grate	1	ea	957.00	957.00T
CON-H/C 10G...	36" OMPI Riser - 6.0' (0.138 thickness - 10 GA) - w/ (2) 24" stub outs and (1) 18" stub out and 36R Grate	1	ea	1,295.87	1,295.87T
CON-H/C 10G...	36" OMPI Riser - 6.5' (0.138 thickness - 10 GA) - w/ (1) 24" stub out and 36R Grate	1	ea	1,097.08	1,097.08T
93 CON-H/C 08G...	H/C Pipe 5 x 1 GALV LS 08GA 84" - Bands Included	780	ft	153.7275 166.03	119,907.45T *
94 CON-PolyPipe ...	Polyethylene Pipe Bell/Spig D-Wall 8" - Grade: Bell/Spigot, Wall: Double, Diameter: 8". Length 20	3,460	ft	3.8934 4.20	13,471.16T
96 CON-H/C 16G...	H/C Pipe 2 2/3x1/2 GALV LS 16GA 12" - Length: 0, Notes for Quote: Downdrain Note: if anchor assemblies are needed -Type A-\$119/set; Type B-\$194/set -Qty: TBD 12" - 22.5 or 45 degree elbows - EST. 11 EA - Qty: TBC - \$82 EA Bands Included	530	ft	7.416 8.01	3,930.48T *
97 CON-12" Entra...	12" Entrance Taper	11	ea	134.28091 145.02 + 88.56 = 233.58	1,477.09T *
101 CON-ES 18" W/...	Alternate Flared End Section STD GALV 18" W/STRAP - Corrugation: 2 2/3 x 1/2, Slope: Standard, Grade: Galvanized, Diameter: 18", Type: 1-with Strap	2	ea	111.24 120.14	222.48T *

Phone:	Fax:	Web Site
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SIGNATURE _____

Total

CSP Page Total \$125,537.50
 tax 10,043.00
 \$135,580.50



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Item	Description	Qty	U/M	Rate	Total
102 CON-ES 24" W/...	Alternate Flared End Section STD GALV 24" W/Strap - Corrugation: 2 2/3 x 1/2, Slope: Standard, Grade: Galvanized, Diameter: 24", Type: 1-With Strap	7	ea	169.95 <i>182.52</i>	1,189.65T
103 CON-ES 30" W/...	Alternate Flared End Section STD GALV 30" W/Rod&Lug - Corrugation: 2-2/3 x 1/2", Slope: Standard, Grade: Galvanized, Diameter: 30", Type: 2-With Rod and Lug	1	ea	397.58 <i>429.39</i>	397.58T
104 CON-ES 36" W/...	Alternate Flared End Section STD CALV 36" W/Rod&Lug - Corrugation: 2-2/3 x 1/2", Slope: Standard, Grade: Galvanized, Diameter: 36", Type: 2 - With Rod and Lug	3	ea	572.68 <i>618.49</i>	1,718.04T
105 CON-ES 42" W/...	Alternate Flared End Section STD GALV 42" W/Rod&Lug - Corrugation: 2-2/3 x 1/2, Slope: Standard, Grade: Galvanized, Diameter: 42", Type: 2 - With Rod&Lug	1	ea	885.80 <i>956.66</i>	885.80T
106 CON-ES 84" W/...	Alternate Flared End Section STD GALV 84" W/Rod&Lug - Corrugation: 3x1 or 5x1. Slope: Standard, Grade: Galvanized, Diameter: 84", Type: 2 - W/Rod&Lug Sales Tax	12	ea	2,818.08 <i>3043.53</i> 8.00%	33,816.96T 22,501.68

Phone:	Fax:	Web Site
562-404-1435	888-356-1250	www.gsj-utility.com

SIGNATURE _____

Total \$303,772.63

CSP Page total = \$ 38008.03
 tax 13040.64
 \$ 41048.67

ADDITIONAL TERMS & CONDITIONS

CALTRANS QUOTE -05-OC6404

Standard Notes

1. All orders must be shipped within 30 days of manufacture or a storage charge applies equal to a maximum of 5% per month of the selling price of the stored material.
2. Allowable unloading time for delivery trucks is two (2) hours. Demurrage charges of \$75.00 per hour thereafter will be added
3. Construction loadings typically exceed the intended post-construction live load used for design. Contact your GSJ representative for specific guidelines and limitations based on the construction live loads anticipated.
4. Flexible structures of the type on this project are reliant on the type of structural backfill used, the compaction of that material and the balanced placement of structural backfill. Contact your GSJ representative for specific information.
5. One or more of the products quoted herein is nonstandard and not returnable. A down payment equal to 1/3 of the item(s) total is required and must be received prior to commencement of any performance by GSJ.
6. Prices are based on standardized loading to achieve full truckloads. If special loading requirements are needed additional freight charges will be added.
7. Prices are f.o.b. origin with freight allowed to the jobsite with unloading by others at a truck accessible location.
8. Quotation is based upon estimated (not guaranteed) quantities. Buyer must verify final quantities needed prior to commencement of work by GSJ. If Buyer elects to purchase from Seller only a portion of the material quoted. Seller retains the right to adjust its prices
9. This material will be manufactured for this particular project and is not subject to cancellation.
10. This quotation expires 30 days from the date shown. Prices are firm for shipment within 60 days of the date of quotation and are subject to a maximum escalation of 8% for each 30 days thereafter.

Scope Of Work

HDPE

HDPE pipe pricing includes standard pipe lengths, bell and spigot gasketed joints and sufficient quantity of lubricant. Pipe is per AASHTO M294 and has a corrugated exterior with smooth interior lining.

Hel-Cor Pipe

Corrugated Metal Pipe (Hel-Cor Pipe) will be provided in standard lengths. Special lengths may be provided at an additional charge and are subject to manufacturing tolerances and shipping limitations.

Prices quoted are based on nesting diameters whenever possible. If un-nested loads are required additional freight charges will be added.

PAYMENT TERMS ARE 1/2-10, NET 30 DAYS FROM DATE OF INVOICE UNLESS MATERIAL IS OTHERWISE NOTED AS NON-STANDARD ABOVE. IF NON-STANDARD, PAYMENT TERMS ARE 1/3 AT ORDER ACCEPTANCE AND PRIOR TO START OF PRODUCTION, 2/3 NET 30 DAYS FROM DATE OF INVOICE. THIS OFFER IS SUBJECT TO CREDIT APPROVAL. PRICES QUOTED APPLY ONLY TO THE REFERENCED PROJECT AND ARE IN EFFECT FOR 30 DAYS FROM THE DATE OF QUOTATION. SELLER RESERVES THE RIGHT TO ADJUST PRICES AFTER 30 DAYS FROM THE DATE OF QUOTATION BUT THE GSJ COS REMAINS APPLICABLE. PRICES ARE BASED ON ESTIMATED QUANTITIES SHOWN. IF A DIFFERENT QUANTITY IS PURCHASED, GSJ RESERVES THE RIGHT TO ADJUST THE PRICES. THIS QUOTATION CONTAINS THE ENTIRE AGREEMENT WITH RESPECT TO PURCHASE AND SALE OF PRODUCTS DESCRIBED AND SUPERSEDES ALL PREVIOUS COMMUNICATIONS, BUYER'S SIGNATURE BELOW, DIRECTION TO MANUFACTURE, OR ACCEPTANCE OF DELIVERY OF GOODS DESCRIBED ABOVE, SHALL BE DEEMED AN ACCEPTANCE OF THE SELLER EXPRESSLY REJECTS ANY OTHER TERMS AND CONDITIONS. PRICES ARE F.O.B. ORIGIN WITH FREIGHT ALLOWED TO THE JOBSITE WITH UNLOADING BY OTHERS AT A TRUCK ACCESSIBLE LOCATION. THIS QUOTATION IS ISSUED BY GSJ UTILITY SUPPLY AND SERVICE.

Acceptance		GSJ CONSTRUCTION PRODUCTS INC.	
WE HEREBY ORDER THE DESCRIBED MATERIAL SUBJECT TO ALL TERMS AND CONDITIONS OF THIS QUOTATION		By	GSJ Utility and Supply Los Angeles Office Sandy Schneeberger
Company		(O)	(562) 404-1435
By		(F)	888-356-1250
Title		(Cell)	(310) 560-5400
Date		Title	PRINCIPAL

CONDITIONS OF SALE

1. ACCEPTANCE. This quotation is an offer to sell to potential customer(s). BUYER'S RIGHT TO ACCEPT THIS OFFER IS LIMITED TO BUYER'S ASSENT TO THE TERMS AND CONDITIONS PRINTED HEREON AND THE ACCOMPANYING QUOTE, AND NO TERMS ADDITIONAL TO OR DIFFERENT FROM THOSE IN THIS OFFER ARE BINDING ON SELLER. THERE ARE NO UNDERSTANDINGS, TERMS, CONDITIONS OF WARRANTIES NOT FULLY EXPRESSED HEREIN.

2. LIMITED WARRANTIES. Seller warrants that it can convey good title to the goods sold under this contract and that they are free of liens and encumbrances. Seller also warrants that the goods sold under this contract are free from defects in material and workmanship for a period of one year after the date of delivery. There are no warranties, express or implied with respect to products sold hereunder which are misused, abused, or used in conjunction with mechanical equipment improperly designed, used or maintained or which are used, supplied for use or made available for use in any nuclear application of which Seller has not been notified in writing by Buyer at the time of order for the products sold hereunder. SELLER MAKES NO OTHER WARRANTY WHATSOEVER, EXPRESS OR IMPLIED. ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND ALL IMPLIED WARRANTIES OF FITNESS FOR ANY PARTICULAR PURPOSE ARE DISCLAIMED BY SELLER AND EXCLUDED FROM THIS CONTRACT.

3. LIMITATION OF BUYER'S REMEDIES AND SELLER'S LIABILITY. Seller's liability hereunder shall be limited to the obligation to repair or replace only those products proven to have been defective in material or workmanship at the time of delivery, or allow credit, at its option. Seller's total cumulative liability in any way arising from or pertaining to any product sold or required to be sold under this contract shall NOT in any case exceed the purchase price paid by Buyer for such products. IN NO EVENT SHALL SELLER HAVE ANY LIABILITY FOR COMMERCIAL LOSS, LOST PROFITS, CLAIMS FOR LABOR, OR CONSEQUENTIAL OR INCIDENTAL DAMAGES OF ANY TYPE, WHETHER BUYER'S CLAIM BE BASED IN CONTRACT, TORT, WARRANTY, STRICT LIABILITY, NEGLIGENCE, OR OTHERWISE. IT IS EXPRESSLY AGREED THAT BUYER'S REMEDIES EXPRESSED IN THIS PARAGRAPH ARE BUYER'S SOLE AND EXCLUSIVE REMEDIES.

4. LIMITATION OF BUYER'S REMEDIES AND SELLER'S LIABILITY FOR FAILURE OR DELAY IN DELIVERY. NO DELIVERY DATES ARE GUARANTEED. BUYER'S SOLE AND EXCLUSIVE REMEDIES AND SELLER'S ONLY LIABILITY FOR ANY DELAY IN DELIVERY SHALL BE LIMITED AS SET FORTH IN PARAGRAPH 3 OF THIS CONTRACT.

5. FORCE MAJEURE. In any event and in addition to all other limitations stated herein, Seller shall not be liable for any act, omission, result or consequence, including but not limited to any delay in delivery or performance, which is (i) due to any act of God, the performance of any government order, any order bearing priority rating or order placed under any allocation program (mandatory or voluntary) established pursuant to law, local labor shortage, fire, flood or other casualty, governmental regulation or requirement, shortage or failure of raw material, supply, fuel, power or transportation, breakdown of equipment, or any cause beyond Seller's reasonable control whether of similar or dissimilar nature to those above enumerated, or (ii) due to any strike, labor dispute, or difference with workers, regardless of whether or not Seller's is capable of settling any such labor problem.

6. BUYER'S OBLIGATION TO PASS ON LIMITATION OR WARRANTIES AND REMEDIES. In order to protect Seller against claims by Buyer's buyer, if Buyer resells any of the goods purchased under this agreement, Buyer shall include the language contained in paragraphs 2 and 3 of this agreement, dealing with Seller's limitations of warranties and remedies, in an enforceable agreement with Buyer's buyer, or otherwise include language in an enforceable agreement with its buyer

that makes Seller's limitation of warranties and remedies binding on its buyer. Buyer shall also include a provision in its agreement with its buyer applying California law to any claims its buyer might assert against Seller with respect to goods manufactured by Seller, and requiring its buyer to bring any such action against Seller either in federal district court in Los Angeles, California or the common pleas court for Los Angeles County, California. Buyer shall defend, indemnify and hold Seller harmless from any and all claims, causes of action, damages, losses or expenses (including reasonable attorneys' fees) that Seller incurs by reason of Buyer's failure to comply with this paragraph.

7. PASSAGE OF TITLE. Title to the products sold hereunder shall pass upon delivery to the carrier at the point of shipment. Neither Buyer nor the consignee shall have the right to divert or re-consign such shipment to any destination other than specified in the bill of lading without permission of the Seller. Unless otherwise agreed Seller reserves the right to select the mode of transportation.

8. PAYMENTS AND LATE CHARGES ON PAST DUE ACCOUNTS. Buyer represents that Buyer is solvent and can and will pay for the products sold to Buyer in accordance with the terms hereof. If Buyer shall fail to comply with any provision or to make payments in accordance with the terms of this contract or any other contract between Buyer and Seller, Seller may at its option defer shipments or, without waiving any other rights it may have, terminate this contract. All deliveries shall be subject to the approval of Seller's Credit Department. Seller reserves the right, before making any delivery, to require payment in cash or security for payment, and if Buyer fails to comply with such requirement, Seller may terminate this contract. A late charge of 1-1/2% monthly (18% annual rate) or the maximum allowed by state law, if less, will be imposed on all past due accounts.

9. TRANSPORTATION CHARGES. Delivered prices or prices involving competitive transportation adjustments shall be subject to appropriate adjustment to reflect changes in transportation charges.

10. CLAIMS BY BUYER. Buyer shall thoroughly inspect products sold under this contract immediately upon receipt to verify for itself that they conform to the specifications of the contract. Buyer must notify Seller of claims for failure or delay in delivery within 30 days after the scheduled delivery date. Buyer must notify Seller of any claims for nonconforming or defective goods within 30 days after the nonconformity or defect was or should have been discovered. In addition, Seller must be given an opportunity to investigate the claim before Buyer disposes of the material, or else Buyer's claim will be barred. Seller shall incur no liability for damage, shortages, or other cause alleged to have occurred or existed at or prior to delivery to the carrier unless the Buyer shall have entered full details thereof on its receipt to the carrier.

11. MECHANICAL PROPERTIES; CHEMICAL ANALYSES. Data referring to mechanical properties or chemical analysis are the result of tests performed on specimens obtained from specific locations of the product(s) in accordance with prescribed sampling procedures; any warranty thereof is limited to the values obtained at such locations and by such procedures. There is no warranty with respect to values of the materials at other locations.

12. PATENTS. Seller shall indemnify Buyer against attorneys' fees and any damages or costs awarded against Buyer in the event any legal proceeding is brought against Buyer by a third person claiming the material delivered hereunder in itself constitutes an infringement of any U.S. patent, provided Buyer gives Seller prompt notice of any such suit being brought, gives Seller the opportunity to defend any such suit, and cooperates with Seller with respect to any such defense; unless the material is made in accordance with material designs, or specifications required by Buyer, in which case Buyer shall similarly indemnify Seller.

13. PERMISSIBLE VARIATIONS. The products sold hereunder shall be subject to Seller's standard manufacturing variations, tolerances and classifications.

14. TECHNICAL ADVICE. Buyer represents that it has made its own independent determination that the products it is purchasing under this contract meet the design requirements of Buyer's project and are suitable for Buyer's intended application. Buyer further represents that it has not relied in any respect on any written or oral statements or advice from Seller, other than the standard product specifications set forth in the most recent addition of Seller's published product brochures, in making that determination.

15. TAXES. If this proposal includes furnishing labor to install products, applicable use taxes have been included in the prices quoted. However, no other tax imposed in respect of the sale of the products sold hereunder is included in any quotation by Seller. Any tax shall be added and paid by Buyer as part of the purchase price.

16. BUYER'S RIGHT OF TERMINATION. Buyer may terminate this contract in whole or in part upon notice in writing to Seller. Seller shall thereupon cease work and transfer to Buyer title to all completed and partially completed products and to any raw materials or supplies acquired by Seller especially for the purpose of performing this contract, and Buyer shall pay Seller the sum of the following: (1) the contract price for all products which have been completed prior to termination; (2) the cost to Seller of the material or work in process as shown on the books of Seller in accordance with the accounting practice consistently maintained by Seller plus a reasonable profit thereon, but in no event more than the contract price; (3) the cost f.o.b. Seller's plant of materials and supplies acquired especially for the purpose of performing this contract; and (4) reasonable cancellation charges, if any, paid by Seller on account of any commitment(s) made hereunder.

17. SELLER'S RIGHT OF TERMINATION. In addition to the other rights of termination provided for in this contract, and if this contract is made pursuant to any governmental rule or regulation, plan, order or other directive, upon the termination thereof, Seller shall have the option of canceling this contract in whole or in part.

18. WAIVER. Failure or inability of either party to enforce any right hereunder shall not waive any right in respect to any other or future rights or occurrences.

19. DELIVERY. Unless otherwise agreed to in writing by the Seller, the Buyer hereby agrees to take delivery of the materials on this order within the later of thirty (30) days after the wanted date shown on the face of the order or within thirty (30) days after notification, oral or written, that the materials are ready for shipment. In the event that the Buyer does not arrange to take delivery of the materials in accordance with this Contract, Seller, at Seller's option, may:

(a) invoice the Buyer for the materials less freight if applicable; store the material in Seller's yard for a period not to exceed sixty (60) days from the date of invoice; charge a storage fee not to exceed 5% per month or fraction thereof of the selling price of the stored materials; add any applicable price increases listed on the face of the order; charge for any repair work to protective coatings harmed by weathering while such material is being stored; and charge applicable freight when shipment to the Buyer is made. Materials remaining in storage after sixty (60) days from the invoice date shall become the property of the Seller for disposition at the Seller's discretion. In that event, Buyer shall not be liable for the invoice price of the materials, but shall be liable for the storage fee and any repair work to protective coatings; or

(b) cancel the order and invoice the Buyer for cancellation charges, which shall be 25% of the selling price of the materials if the materials are standard, in-stock material, or the full selling price if the materials are special or nonstandard in nature and were especially fabricated for the Buyer.

20. PERIOD OF LIMITATIONS. Buyer and Seller agree that any action by Buyer against Seller for a breach of this contract, including any action for breach of warranty, or otherwise in connection with the goods sold under this contract, must be commenced by Buyer against Seller within one year after the cause of action therefore accrues.

21. CONFLICTING PROVISIONS OFFERED BY BUYER. Any terms and conditions of any purchase order or other instrument issued by the Buyer, in connection with the subject matter of this document, which are in addition to or inconsistent with the terms and conditions expressed herein, will not be binding on Seller in any matter whatsoever unless accepted by Seller in writing.

22. SEVERABILITY. In case any provision of this contract shall be declared invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired.

23. APPLICABLE LAW. This contract shall be governed by, and construed and enforced in accordance with, the laws of the State of California. Buyer and Seller specifically agree that any legal action brought relating to this contract will be brought and tried in the federal district court in Los Angeles, California, or, in the absence of jurisdiction, the Los Angeles Superior Court in Norwalk, California.

Capital Flow

1429 El Tejon Way
 Sacramento CA 95864
 Phone (916) 718-9173 Fax (916) 583-7338



DATE 1/13/2015
 Quotation # 05-0C6404
 Customer ID BIDCON

Quotation For: **BIDDING CONTRACTOR**

Quotation valid until: 2/12/2015
 Prepared by: Derek Burk

CONSTRUCT PASSING LANE, LEFT TURN
 CHANNELIZATION AND DRAINAGE SYSTEMS

DVBE

JOB NAME: CAL TRANS 05-0C6404

SHIP DATE	SHIP VIA	F.O.B. POINT	TERMS
			NET 30

-399

w/ tax

ITEM NO.	QUANTITY	SIZE	DESCRIPTION	UNIT PRICE	AMOUNT	
84	40	18"	ALTERNATIVE PIPE CULVERT HDPE	\$ 9.50	380.00	10.26
85	4110	24"	ALTERNATIVE PIPE CULVERT	\$ 15.25	62,677.50	16.47
86	160	30"	ALTERNATIVE PIPE CULVERT	\$ 23.25	3,720.00	25.11
87	150	36"	ALTERNATIVE PIPE CULVERT	\$ 28.00	4,200.00	30.24
88	18	42"	ALTERNATIVE PIPE CULVERT	\$ 38.25	688.50	41.31
89	10	18"	REINFORCED CONCRETE PIPE	\$ 17.50	175.00	18.90
90	410	54"	REINFORCED CONCRETE PIPE	\$ 121.25	49,712.50	130.95
91	50	60"	REINFORCED CONCRETE PIPE	\$ 138.50	6,925.00	149.50
94	3450	8"	PERFORATED PLASTIC PIPE UNDERDRAIN	\$ 7.65	26,392.50	8.262
99	6	54"	CONCRETE FLARED END SECTION	\$ 3,386.00	20,316.00	3656.81
100	1	60"	CONCRETE FLARED END SECTION	\$ 3,906.25	3,906.25	4218.7
101	2	18"	ALTERNATIVE FLARED END SECTION (RCP CLASS III)	\$ 575.00	1,150.00	621
102	7	24"	ALTERNATIVE FLARED END SECTION (RCP CLASS III)	\$ 619.00	4,333.00	668.52
103	1	30"	ALTERNATIVE FLARED END SECTION (RCP CLASS III)	\$ 726.00	726.00	784.04

SUBTOTAL	\$ 185,302.25
OTHER	-
TOTAL	\$ 185,302.25

Freight? IS INCLUDED IN PRICES
 CAN BREAK OUT ITEMS IF WE WANT

If you have any questions concerning this quotation, contact:
 Derek Burk
 (916) 718-9173
 derek@capflow.com

HDPE only tax

\$ 71,666
 5733
 \$ 77,399

#84 - #88

THANK YOU

FAXED

North Valley Barricade Inc.
2192 Live Oak Blvd
Yuba City, CA 95991
Telephone 530-751-7961 Fax 530-329-8692

January 28, 2015

To: Granite Construction
Attn: Erik W
Re: Caltrans 05-1C6404
The following quote is provided:

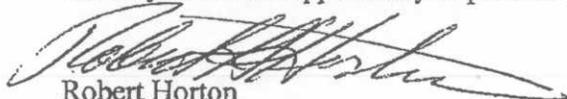
	Item	Size	Quantity	Price	Ext. Price
5	Traffic Control				
	Cones 28" 10# Reflective	28"	300	\$16.00	\$4,800.00
6	Type III Barricade	48"	10	\$92.00	\$920.00
9	Channelizers Surface Mount 36"		410	\$18.50	\$8,325.00
14	Temporary Alternative				
	Crash Cushion ABSORB 350		31	\$9,250.00	\$286,750.00

Total \$300,795.00
 Tax 8% \$24,063.60
 Freight Est. \$150.00
Total: \$325,008.60

Freight estimate is for barricades. Crash Cushions ABSORB 350 is FOB Nipomo, CA. All other supplies are FOB destination. Quote is for **supplies** only.

- This quote is good for 60 days.
- North Valley Barricade Inc. is certified as a small and a Disabled Veteran Business Enterprise with the State of California.
- Terms are pre-pay 50% with the balance paid at Net 30.

Questions pertaining to this quote can be directed to the undersigned at 530-301-5091.
Thank you for the opportunity to provide you with a quote.


 Robert Horton
 North Valley Barricade Inc.
 DVBE and Small Business # 0023245

#6 Channelizers - buy 230 ea x 18.50 = \$4255-
 + tax 340-
 4595-

FAX COVER SHEET

TO	Estimating
COMPANY	Granite Construction
FAX NUMBER	18059647661
FROM	James Keegan
DATE	2015-01-13 17:35:03 GMT
RE	DVBE Bid for Caltrans 05-0C6404

COVER MESSAGE

Attached please find a DVBE Bid to prepare the LCP, SWPPP, and related scope. Should you have any questions please call me at 951-898-6000.

Thank you

Jim

KEEGAN ENVIRONMENTAL & ENGINEERING SOLUTIONS

Engineering Environmental SWPPP Phone: 951-898-6000 Fax: 951-898-6446
 DVBE 1558540 Contractors Lic. 961588 A, Haz. Proposal # P16815 1/13/2015
 Contact: Jim Keegan Email: jkeegan@keesolution.net

QUOTATION SUMMARY SHEET Caltrans 05-0C6404

ITEM	ITEM DESCRIPTION	UNIT	QUANTITY	RATE	EXTENDED COST
1	Prepare Lead Compliance Plan (LCP)	LS	1	\$1,400	\$1,400
16	Prepare SWPPP	LS	1	\$1,450	\$1,450
17	Prepare REAP	EA	43	\$400	\$17,200
19	Storm Water Annual Report	Each	3	\$1,300	\$3,900
18	Storm Water Sampling and Analysis	Day	16	\$712	\$11,398

Scope of Work/Assumptions:

- Item 1 Includes preparation of draft and one revision of LCP. *10 PEOPLE WEBSTAR* Electronic Deliverable only. - Lead Awareness Training can also be provided at additional cost. *LCP cost: \$1,200 -*
- Item 16 Includes preparation of draft and one revision of SWPPP. Electronic Deliverable only, excludes Calculations (Run-on and Run-off) *Add for calc: NORMALLY TAKEN CARE OF BY CALTRANS*
- Item 17 Includes preparation of draft and one revision of REAP. Electronic Deliverable only. *\$575 -*
- Item 18 Cost of labor, materials, tools equipment, and incidentals for work involved in preparation, collection, testing, analysis and reporting of storm water samples for turbidity, pH for a maximum of 10 sample locations per day. Non-storm water sampling and non-visible pollutant sampling and laboratory analysis not included in this item.
- Item 19 Includes preparation of draft and one revision of Annual Report. Electronic Deliverable only. Assumes WPCM will complete form CEM 2075.
QSD to bill at \$115 per hour for out of scope services.

Payment terms are net 30 days. Interest charges of 1.5% per month will be charged for late payment.

Thank you for your interest in Keegan Environmental & Engineering Solutions.
 2279 Eagle Glen Parkway Suite 112
 PMB #329
 Corona, CA 92883
 tel: 951-898-6000
 fax: 951-898-6446

In Quote Folder



GLOBAL ENVIRONMENTAL NETWORK, INC.

ENVIRONMENTAL, SAFETY & CONSTRUCTION ENGINEERING SERVICES

Main Office; Box 8068, Fountain Valley, CA. 92728-8068

Additional Locations: Oakland / Fresno / Santa Cruz / Santa Maria / Santa Ana / Bakersfield

www.My-DVBE.com

License No. 878478 - A / Haz

Phone: 800-230-6944

email: GENI@SafetyGeni.com

Fax: 714-479-0809

CA DVBE / SBE No. 24765

DVBE/Est. \$18M

SB 854 / DIR Registration No. 1000005273

GENI Ref. No. 05-0C6404

Bid Date: 1/14/2014

January 12, 2014

Duration: 400 Working Days

SUBJECT: CA DVBE / SBE QUOTATION - CALTRANS # 05-0C6404

05-SB-246-12.3/R16.7; CONSTRUCT PASSING LANE, LEFT-TURN CHANNELIZATION AND DRAINAGE SYSTEMS

***** Acceptance of This Bid is good for 30 Days from Bid Date. *****

Item 1 > Lead Compliance Plan for ADL and / or Stripe Removal

Options:

- 1) Lead Plan only for ADL or Stripe Removal (Certified by CIH);
Add \$175.00 for a second item (ADL or Stripe Removal) to be added to the Lead Plan \$ 920 < \$745.00 ✓
\$175.00 x
- 2) On-Site awareness training;
Price includes up to 10 personnel; \$12.00 for each add'l over base \$ 1795 < \$875.00 ✓
- 3) Air monitoring, analysis and report (Air Monitoring on same day of training) \$1,300.00
Only one item at this price (ADL or Stripe Removal)

Item 5 > Traffic Control System (partial)

> Arrow Boards ^{1,2,3,8}

- 4 Weeks Rate (each unit) \$575.00*
- 7 Days Rate (each unit) \$245.00*

Item 11 > Portable Changeable Message Signs (partial) ^{1,2,3,8}

- 4 Weeks Rate (each unit) \$1,000.00*
- 7 Days Rate (each unit) \$575.00*
- * Equipment delivery or pick-up rates
- Delivery or Drop off at Project Yard \$350.00 ea

Additional Services Available

Item > Furnish 28" 10 Lb Traffic Control Cones ^{1,3,9,10}

\$16.75 ea TBD

Note: Pricing does not include Shipping or Sales Tax

Item > Furnish Type II Traffic Control Barricades ^{1,3,9,10}

\$29.75 ea TBD

Note: Pricing does not include Shipping or Sales Tax

Item > Furnish Portable Lite Beacon with Solar Panel

@ \$1,475.00 Ea (four available at this price) TBD

BEACON. 12", LED, WITH STAND, POLE AND BATTERY BOX

\$ 1795 for Dirt Lead Plan
Paint Lead Plan
On site Training

SAFETY COURSES OFFERED BY SafetyGENI™

Crane Training
CCO Written Exams
CCO Practical Exams

Traffic Control Coning & Flagging Awareness

Safety Orientation for Construction

Scaffold Safety Awareness

Fall Protection Awareness

Trench Safety Competent Person Awareness

Trench Rescue

Confined Space

Confined Space Rescue

Urban Search & Rescue

Respirator Training & Fit Testing

CPR & First Aid

Crane Operator Awareness

Forklift Training Awareness

Aerial Lift Awareness

Hearing Conservation Training

DOT IIM 126F/181 Awareness

Emergency Response Awareness / Refresher
Operational Technician Specialist

HAZWOPER Awareness / Refresher
Supervisor Waste Site Worker

Household Hazardous Waste

Asbestos Training

Lead Training

24 Hr SWPPP Training

Item 15 > Job Site Management (JSM -partial – Training Services)^{1,3,6,7}
Lump Sum

\$185.00

JSM Package - Option 1

This Job Site Management package includes a project specific JSM binder that an experienced Water Pollution Control Manager can use to assist them in meeting the project's *Job Site BMP training* / Management requirements.

Additional JSM Services:

> Water Pollution Control Manager (WPCM):

GENI can be your WPCM for this project – Option 1: QSP field work from one of GENI's seven CA offices. For bidding purposes only estimate at \$375.00/wk with Corrective Action (2035's) Sheets included in price. Price includes CEM 2040 and once per week inspection documented on CEM 2030. Pre/During/Post will be an additional cost at \$275.00/day.

GENI will utilize the pricing below in their full SWPPP contract to be agreed upon by both parties.

Item 16 > Prepare Storm Water Pollution Prevention Plan (SWPPP) (Risk 1)^{1,6,7}

Lump Sum (Est. includes up to 20 Engineering Drawings)

Option 1.A – Includes 4 Manuals & *QSD Certification for SWPPP**

\$1,835.00

*Pricing is when GENI is hired as the WPCM.

See Additional SWPPP/WPCM services below:

Option 1.B – Includes 4 Manuals & *QSD Certification for SWPPP***

\$2,755.00

**Pricing is when GENI is not hired as the WPCM.

***Item 17 > REAP (Storms Generating \geq 0.10 inches)^{1,3,7}**

Per rain event (daily monitoring of weather report and logging as required)

\$275.00ea

***Item 18 > Storm Water Sampling and Analyses^{1,3,7}**

For Turbidity and pH only (daily pricing as requested by prime contractor)

\$275.00ea

All other potential Pollutants will be invoiced as Time and Material

Pricing is when GENI is the WPCM and inspector on site

***Item 19 > Storm Water Annual Report^{1,3,7}**

Contractor is to submit required material to GENI for assembly, review and submittal.

\$975.00ea

Item 31 > Prepare Treated Wood Waste Plan (TWWP) (partial)^{1,5,7}

Options:

1) TWW plan only ; or

\$675.00

2) TWW plan and 3-4 hr Awareness Training

\$1,675.00



GLOBAL ENVIRONMENTAL NETWORK, INC.

YOUR ENVIRONMENTAL ENGINEERING PARTNER

Professional Engineers, Civil Engineers, Certified Industrial Hygienists (CIH)
Certified Professional Geologists (PG), Certified Asbestos Consultants (CAC)
CPESCs QSDs QSPs and More

💧 AIR MONITORING & SOIL SAMPLING

Our CIHs & Field Technicians are experienced with CalTrans & Federal Heavy Construction, Road Excavation, Bridge Demolition & Refurbishment. With a Strong Team of Industrial Hygienists state-wide, Call us for your current and future projects!

💧 CERTIFIED ASBESTOS CONSULTANTS

With over 25 years as a Benchmark Leader in Accredited Asbestos Training & Asbestos CAC Consulting, GENI's large team of expert CACs are here to serve your project needs statewide.

💧 PLAN DEVELOPMENT

GENI's experts excel in developing a large variety of plans and procedures. Plans range from Lead, Arsenic, PCB and Asbestos Plans to Excavation and Transportation plans, NOA, and Dust plans as well as more comprehensive plans such as air quality Nox, noise monitoring, hazardous waste disposal, and more. *Call on the Experts!*

GENI - PROPOSAL
PROJECT #: 05-0C6404
PAGE 4 OF 5

SUPERSCRIPT NOTES

- ¹ GENI carries the following insurance: \$2,000,000 General Liability / Pollution, \$1,000,000 Auto / Workman's Compensation insurance and an umbrella of \$2 Million over GL/Auto/WC.
 - A one time fifty dollar (\$50.00) processing fee will be added to all contracts requiring insurance endorsements for General Liability, Workman's Comp and / or Auto Insurance.
 - Insurance endorsements requiring CG2010#### or similar insurance and Primary wording will be charged an additional Two Hundred Seventy Five Dollar (\$275.00) processing fee.
- ² Lease / Rentals: All items property of GENI and its Subcontractors; Sign installation excludes any cutting or coring of asphalt; Prices based on quantities noted. Customer is responsible for all vandalized, damaged or loss of equipment and completion of our indemnification agreement form. GENI shall be named as an additional insured and loss payee under the end users insurance policy. All construction area sign bids include installation and removal of signs only when noted on our bid line item.
- ³ Caltrans allocation of DVBE Credit 100%. Credit for participation of a DVBE subcontractor, supplier, or broker will be 100 percent provided such DVBE is performing a commercially useful function.
- ⁵ **Option 1:** Lead Compliance Plan certified by a CIH; **Option 2:** Includes option 1 and 2 hr. lead training for up to 10 personnel; **Option 3:** includes options 1 & 2 and air monitoring on same day as training, laboratory testing for up to eight 8 hour TWA samples (48 hr turn-around if required); Report Preparation by the CIH.

Additional Work: Air Monitoring for heavy metals (IH Technician @ \$75.00/Hr, CIH @ \$145.00/Hr both requiring 8 consecutive hrs min), Laboratory Analysis (at cost plus 20%); Price includes one move-in and rental of equipment. Additional move-in will be charged at \$775.00 plus hourly personnel and equipment rates. **Call for published rate sheet.**
- ⁶ Pricing includes submittal and acceptance of the SWPPP. Four (4) copies of the SWPPP will be delivered to the prime contractor via FedEx ground. Pricing is for a "Generic" Plan developed for scope of work. GENI will develop a "generic" plan for this project (up to 5 WPC Drawings), additional work caused by Caltrans lack of available drawings within the bid package or their need for additional site specific drawings/requirements will be priced at \$92.50 per hour (roughly 1.0 sheet per hour). **This bid does not include any associated filing fees or the design or layouts of dewatering systems, Recycling or Batch Plant BMP systems. GENI may provide this service for an additional consulting fee.** Maintenance of SWPPP billing rates will be billed as Time & Material (T&M): T&M will be billed at a standard rate of \$92.50/hour for non-Civil Engineering services and \$145.00 / hour for Registered Civil Engineering services with all services being billed in ½ hour increments. Additional manuals: billed at \$95.00 for the initial manual and \$65.00 for each consecutively assembled manual. Material / additional expenditures will be billed at cost plus \$50.00 or cost plus 20 percent whichever is greater.
- ⁷ Unless specifically stated in this bid proposal the customer will pay for all additional shipping charges at cost plus a 15% handling fee.
- ⁸ (n/a) week minimum, GENI does not hold a C-31 License and cannot place equipment on site. Delivery / pick-up are not included in base price. When contracted to deliver or pick up equipment it is to delivered / picked up at contractor's facility or project yard. Rental is time out, not time used. Delivery times cannot be guaranteed. **ALL LEASES ARE SUBJECT TO AVAILABILITY. Prices are for this project only.** Regular pricing will be \$1,375.00 (CMS) and \$585.00 (Arrow board) per month for each piece of rental equipment if the minimum weeks are not met or exceeded.
- ⁹ Unless otherwise noted price does not include Sales Tax or F.O.B. costs if applicable.
- ¹⁰ Please contact GENI to set up an account with our firm to lease or purchase items off our web site or listed within this bid. Accounts are due and payable within 30 days of purchase. Interest charged at the rate of 1.65% per month.

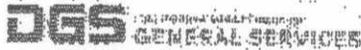
Should you have any questions about the quotation please contact the undersigned,

Tyler Horner

Tyler Horner
Estimator

GENI - PROPOSAL
PROJECT #: 05-0C6404
PAGE 5 OF 5

GENI – PROPOSAL PROJECT NUMBER 05-0C6404



Feb 1, 2013

SB / DVBE APP

Supplier #24765
GLOBAL ENVIRONMENTAL NETWORK INC
P O BOX 8068
FOUNTAIN VALLEY CA 92728-8068

Dear Business Person:

Congratulations on your Small Business / Disabled Veteran Business Enterprise (DVBE) certification with the State of California. Your business is now entitled to compete in the State's goal to spend three percent of its annual contracting dollars with SB / DVBE businesses. For more information or to verify certification status, visit www.eprocure.dgs.ca.gov

Certification Period

From Jan 28, 2013 to Feb 28, 2014

Business Types

Construction
Service
Non-Manufacturer

Classifications

321518 - Safety control devices	771017 - Environmental advisory services
411126 - Hygiene monitoring and testing equipment	771018 - Environmental auditing
422715 - Respiratory monitoring products	771115 - Environmental safety services
423015 - Aids for medical training	771215 - Air pollution
432325 - Educational or reference software	771216 - Soil pollution
461615 - Traffic control	771217 - Water pollution
461616 - Water safety	771315 - Oil pollution
461815 - Safety apparel	771316 - Noise pollution
461816 - Safety footwear	771317 - Toxic substances pollution
461817 - Face and head protection	801015 - Business and corporate management consultation services
461823 - Fall protection and rescue equipment	801115 - Human resource development
461824 - Decontamination aids and safety cleaning equipment	801116 - Temporary personnel services
551217 - Signage	811015 - Civil engineering
721517 - Safety and security system installation services	811022 - Transportation engineering
771015 - Environmental impact assessment	861018 - In service training and manpower development
771016 - Environmental planning	

Proof of Certification Status

To verify your firm's small business certification status go to <http://www.eprocure.dgs.ca.gov/default.htm> and select "SB/DVBE Search."

Sincerely,

Office of Small Business and DVBE Services

PROCUREMENT DIVISION - Small Business & DVBE Services | State of California | State Consumer Services Agency
707 3rd Street, 1st Floor, Room 400 | West Sacramento, CA 95605 | t 916.375.4940 f 916.375.4950