

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

# Second Bidder

CONTRACT NO: 06-0S2604

BID AMOUNT:  
 \$ 3,799,994.00

BID OPENING DATE: May 13, 2015

BIDDER'S NAME: Security Paving Company, Inc.

DBE GOAL FROM CONTRACT %: 9.0

DBE PRIME CONTRACTOR CERTIFICATION <sup>1</sup> : N/A	TOTAL NUMBER OF ALL SUBCONTRACTS (DBE & NON-DBE) 2	TOTAL VALUE OF ALL SUBCONTRACTS (DBE & NON-DBE) 194,828.50
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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>3</sup>	NAME OF DBEs (Must be certified on the date bids are opened. Include Caltrans' certification no., DBE address, and phone number. Show 2nd and lower tier subcontractors)	AMOUNT (\$)
11	Crack Treatment	C4101	Austin Enterprise DBE # 13602 13421 Snow Rd, Bakersfield, CA 93314 Phone: 661)589-1001 [1st Tier]	35,880.00
1(P), 7, 8, 18-24, 26(P)	Remove and Install Striping, L.C.P.(P), Mobilization(P)	C8405 / C8501	Super Seal & Stripe, Inc. DBE # 2003 310 A St, Fillmore, CA 93015 Phone: 805)524-7345 [1st Tier]	158,948.50
15	Furnish and Deliver Liquid Asphalt to Vulcan Materials  (Material Vendor Only)	C0624	Dragon Material Transport # 37444 377 W Fallbrook Ave, Suite 107 Fresno, CA 93711 Phone: 559)351-8822 [2nd Tier]	393,568.95

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

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

<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**

\$ 588,397.45

15.48 %

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

Signature of Bidder

5/22/15

Date

818) 362-9200

(Area Code) Tel. No.

Curtis Jolley

Person to Contact

(Please Type or Print)

**ADA Notice**

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



# AUSTIN ENTERPRISE

License #764893

P. O. Box 81926

Bakersfield, CA, 93380

661-589-1001 FAX 589-9509

Certified DBE/MBE/WBE CT-013602

Certified UDBE CT-013602

**DIR # 1000001986**

## **BID PROPOSAL**

**Contract: CDOT # 06-0S2604**  
**Rt 41 near Kettleman City**

**Bid Date: May 13, 2015**

### **BID ITEM # 11 / Crack Treatment (portion):**

8 Inmi Prep, furnish and install crack sealant.....\$4,485.00 / Inmi.....\$35,880.00

### **Conditions:**

1. Contractor to provide necessary traffic control for our work. **6 shifts required**
2. Contractor to provide layout and clear access to work area.
3. One move in included, additional moves at \$1,500.00 each.
4. A copy of this quotation to be used as an attachment in force in subcontract.

### **Note\***

Union signatory  
Insurance: \$5,000,000.00 Liability  
No Bonding

**Search Returned 1 Records**

**Query Criteria**

Firm ID: 13602

Firm Type: DBE

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<b>Firm ID</b>	13602
<b>Firm/DBA Name</b>	AUSTIN ENTERPRISE
<b>Address Line1</b>	13421 SNOW ROAD
<b>Address Line2</b>	
<b>City</b>	BAKERSFIELD
<b>State</b>	CA
<b>Zip Code1</b>	93314
<b>Zip Code2</b>	
<b>Mailing Address Line1</b>	PO BOX 81926
<b>Mailing Address Line2</b>	
<b>Mailing City</b>	BAKERSFIELD
<b>Mailing State</b>	CA
<b>Mailing Zip Code1</b>	93380
<b>Mailing Zip Code2</b>	
<b>Certification Type</b>	DBE
<b>EMail</b>	paustin@austin-enterprise.com
<b>Contact Name</b>	PATTI AUSTIN
<b>Area Code</b>	( 661 )
<b>Phone Number</b>	589-1001
<b>Fax Area Code</b>	( 661 )
<b>Fax Phone Number</b>	589-9509
<b>Agency Name</b>	CITY OF LOS ANGELES
<b>Counties</b>	00;
<b>Districts</b>	00;
<b>DBE NAICS</b>	238110; 532412;

**ACDBE NAICS**

**Work Codes**

C1200 CONSTRUCTION AREA SIGNS; C1522 RESET, ADJUST ROADWAY ITEMS; C1901 ROADWAY EXCAVATION; C3701 SEAL COAT; C4010 PORTLAND CEMENT & CONCRETE PAVEMENT; C4101 PAVEMENT SUBSEALING & JACKING; C4201 GROOVE & GRIND PAVEMENT; C5100 CONCRETE STRUCTURE; C5111 CONCRETE OVERLAY, DRILL & BOND; C5620 ROADSIDE SIGN; C9905 CUTTING; C9907 CONSTRUCTION EQUIPMENT RENTAL;

**Licenses**

A General Engineering Contractor; D06 Concrete Related Services;

**Trucks**

**Gender**

F

**Ethnicity**

HISPANIC

**Firm Type**

DBE

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

Contract No. 06-0s2604

Name of DBE business Super Seal & Stripe

Name of DBE representative Rob Van Antwerp

DBE certification number 2003

Name of bidder Security Paving Company, Inc.

Name of project or project title (if different from the bid set)

Name of representative of bidder or prime contractor Curtis Jolley

Date quote was provided to the bidder or prime contractor May 13, 2015

Bill item number	Item or work item description (if services to be subcontracted, list the subcontractor)	DBE amount (\$)
1	Lead Compliance Plan (partial)	\$1000.00
7	Remove Thermoplastic Traffic Stripe	\$3017.00
8	Remove Thermoplastic Pavement Marking	\$1836.00
18	4" Thermoplastic Traffic Stripe	\$87300.00
19	8" Thermoplastic Traffic Stripe	\$3232.50
20	Thermoplastic Traffic Marking	\$10400.00
21	4" Thermoplastic Traffic Stripe (Broken 12-3)	\$1833.00
22	4" Thermoplastic Traffic Stripe (Broken 36-12)	\$28250.00
23	4" Thermoplastic Traffic Stripe (Broken 17-7)	\$200.00
24	Pavement Marker	\$14070.00

<sup>1</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.

**Total Please See Next Page**

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

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

Rob Van Antwerp  
 Signature of DBE's authorized representative

Rob Van Antwerp  
 Printed name of DBE's authorized representative

estimator  
 Title of DBE's authorized representative

5/15/15  
 Date

ADA Notice: For individuals with sensory disabilities, this document is available in alternate formats. For information call (916) 654-0440 or TDD (516) 854-3360 or write Parsons and Form Management, 1120 H Street, MS-99, Sacramento, CA 95814.





Airport \* Highway \* Street \* Parking Lot \* Striping \* Pavement Markings \* Markers \* Thermoplastic \* Signs \* Sealcoat \* Crackfill



CA LIC. # 396627, CLASS C-32 - WBE / SBE / DBE #2003

CORPORATE OFFICE: 310 A STREET, P.O. BOX 755 FILLMORE, CA 93016

SATELLITE OFFICE: 151 AIRPORT ROAD, KING CITY, CA 93930

PH: (805) 524-7345 / FAX: (805) 524-7428

DIR #1000000752 - EXPIRES 6/30/15

ESTIMATE

COMPANY:

PHONE:

FAX:

ATTN:

EMAIL:

JOB NAME: CALTRANS 06-0S2604 - CONSTRUCTION ON ROUTE 41

ADDRESS: FROM .1 MI NORTH OF CALIF AQUADUCT TO ROUTE 41 / 198 SEPARATION CITY: KETTLEMAN CITY, CA

PLANS: YES

SPECS: YES

ESTIMATOR: TREVOR

EMAIL: trevor@supersealandstripe.com

BID DATE	ACCEPTANCE	START DATE	COMPLETION DATE		
ITEM #	DESCRIPTION	QTY	U/M	U.C.	TOTAL
<b>REMOVE BY GRINDING AND APPLY THERMOPLASTIC MATERIAL</b>					
1	LEAD COMPLIANCE PLAN (PARTIAL - FOR OUR WORK ONLY)	1	LS	\$1,000.00	\$1,000.00
7	REMOVE THERMOPLASTIC TRAFFIC STRIPE	4310	LF	\$0.70	\$3,017.00
8	REMOVE THERMOPLASTIC PAVEMENT MARKING	1530	SF	\$1.20	\$1,836.00
18	4" THERMOPLASTIC TRAFFIC STRIPE	291000	LF	\$0.30	\$87,300.00
19	8" THERMOPLASTIC TRAFFIC STRIPE	4310	LF	\$0.75	\$3,232.50
20	THERMOPLASTIC PAVEMENT MARKING	2600	SF	\$4.00	\$10,400.00
21	4" THERMOPLASTIC TRAFFIC STRIPE (BROKEN 12-3)	6110	LF	\$0.30	\$1,833.00
22	4" THERMOPLASTIC TRAFFIC STRIPE (BROKEN 36-12)	113000	LF	\$0.25	\$28,250.00
23	4" THERMOPLASTIC TRAFFIC STRIPE (BROKEN 17-7)	200	LF	\$1.00	\$200.00
24	PAVEMENT MARKER (RETROREFLECTIVE)	4690	EA	\$3.00	\$14,070.00
26	MOBILIZATION	1	LS	\$7,810.00	\$7,810.00
NOTE:	8 SHIFTS OF TRAFFIC CONTROL WILL BE NEEDED FOR THIS WORK				
	<b>THIS PROPOSAL EXCLUDES THE FOLLOWING:</b>				
	REMOVAL OF TEMP TAGS				
	TEMPORARY STRIPING				
	CONSTRUCTION AREA SIGNAGE				
	DETOUR SIGNAGE / RAMP CLOSURE ADVANCED NOTICE SIGNS				
	MESSAGE BOARDS				
	HAZARDOUS MATERIAL REMOVAL AND DISPOSAL				
	TRAFFIC CONTROL				
	WET SANDBLASTING				
	SURFACE PREP PRIOR TO STRIPING				
	RETROREFLECTIVE TESTING				
	BASED ON ONE MOVE-IN. ADDITIONAL MOVE-INS @ \$4,500/EA				
	CONTRACTOR IS TO PROVIDE AN ON-SITE LOCATION TO STOCKPILE REMOVAL DEBRIS AND PAY ALL ASSOCIATED COSTS/FEE'S FOR HAUL-OFF AND DISPOSAL.				
	TEMPORARY PAINTED TRAFFIC STRIPES WILL BE DONE IN CONSECUTIVE SHIFTS OF WORK. IF THERE IS A BREAK IN THE WORK, A MOBILIZATION CHARGE WILL BE BILLED.				
	COST FOR TEMP STRIPING WILL BE \$1,200/8HR SHIFT (1 MAN CREW)				
	COST FOR MATERIALS FOR TEMP STRIPING WILL BE \$9,000				
	TEMP STRIPING MOBILIZATION WILL BE \$800/WORK WEEK				
	DOWN TIME CAUSED BY ANYTHING BEYOND THE CONTROL OF SUPER SEAL AND STRIPE WILL BE BILLED AT \$125/MAN HOUR				
	PRICE DOES NOT INCLUDE PREMIUM FOR SATURDAY OR SUNDAY WORK HOURS				
	CALL TIM TANNER FOR SCHEDULING - (805) 432-3620				
				PAGE 1 OF 3	TOTAL \$158,948.50

A CONTRACT AND FIFTEEN (15) WORKING DAY'S NOTICE MUST BE GIVEN PRIOR TO STARTING WORK. UPON ACCEPTANCE PLEASE SIGN AND RETURN. ABOVE PRICE NOT VALID AFTER 30 DAYS.

Airport \* Highway \* Street \* Parking Lot \* Striping \* Pavement Markings \* Markers \* Thermoplastic \* Signs \* Sealcoat \* Crackfill



CA LIC. # 396627, CLASS C-32 - MBE/SBE/ UDBE #2003

310 A STREET, P.O. BOX 755 FILLMORE, CA 93016

PH: (805) 524-7345 / FAX: (805) 524-7428

PAGE 2 OF 3

GENERAL LIABILITY INSURANCE IS INCLUDED WITH LIMITS OF \$1,000,000 PER OCCURRENCE/\$2,000,000 GENERAL AGGREGATE/ \$2,000,000 COMPLETED OPERATIONS AGGREGATE AND BLANKET ADDITIONAL INSURED ENDORSEMENT WITH WORDING EQUIVALENT TO GC2010 11-85 WHEN REQUIRED BY WRITTEN CONTRACT. TYPE 3 INDEMNITY AGREEMENT APPLIES. EXCLUDES ANY WAIVER SUBROGATIONS ON WORKERS COMP. SEE NEXT PAGE OF THIS PROPOSAL FOR SPECIMEN INSURANCE CERT.

**CLARIFICATIONS:**

1. Contractor to provide monthly progress payments for all completed work in accordance with the bid pricing schedule. Monthly progress payments must be received in full by Super Seal & Stripe no later than 10 calendar days after the Contractor receives payment from Owner for our completed work. Delinquent payments will be subject to the highest interest rate allowed by law.
2. Retainage percentage on monthly progress payments to be no greater than the percentage retained by the Owner on its payment to the Contractor. If Owner reduces the retainage percentages on payments to the Contractor, the Contractor shall likewise reduce the retainage percentage on payment to Super Seal & Stripe. Full retention to be released no later than thirty, (30) days after completion of Super Seal & Stripe's work. Excessive or delinquent retainage will be subject to the highest interest rate allowed by law.
3. Any required Testing, Engineering, Design, Permits, Licenses or Applications, and the like, to be provided by others.
4. Prices are based on Plans & Specifications available at bid time, including all addenda. Any request for work (post bid) under conditions differing from those represented by the Prime Contract Documents, including but not limited to; altered phasing or staging, design changes, modified layout, resulting from plan errors or inaccurate designs, will require payment for additional work to be made to Super Seal & Stripe at an amount agreed upon prior to performing this work. If an amount cannot be agreed upon prior to performing the additional work the amount will be determined using Caltrans Force Account Rates or unit prices established in the bid pricing schedule, or a combination thereof; established in the bid pricing schedule, or a combination thereof; whichever method results in a higher overall payment.
5. Super Seal & Stripe is not responsible for delays caused by and or resulting from activities or non activities of others, including but not limited to, Owner, Contractor, Vendors, Suppliers, other subcontractors and other factors not in direct control of Super Seal & Stripe. For the delays caused by the aforementioned, Super Seal & Stripe will be reimbursed for all direct and indirect costs plus a mark up of forty percent, (40%) or as specified and allowed by the Prime Contract if the delays are caused by the Owner. Super Seal & Stripe will be granted an extension of time to perform its work tantamount to the delays.
6. Super Seal & Stripe requires (15) days notice prior to commencement of any production activity. If any of Super Seal & Stripe's work will be a controlling operation on the critical path of this project, Super Seal & Stripe must be notified in writing prior to execution of the Subcontract Agreement and provided with a CPM schedule which details this work. Failure to provide this information will waive the Contractor's right to recover liquidated damages from Super Seal & Stripe for this work.
7. All changes to the original scope of work proposed extra work must be directed by the Contractor in writing prior to Super Seal & Stripe performing this work.
8. For the purpose of this Subcontract Quotation one (1) move-in is considered to be: a period of consecutive eight (8) hour days of continuous work, not including weekends and holidays. Any discontinuities in this period, other than weekends and holidays, or for our own convenience, will be charged as an additional move-in at the Additional Move-in Charge as quoted herein.
9. Super Seal & Stripe must receive a letter of intent to award us the subcontract no later than (20) calendar days after bid date or this Subcontract Quotation becomes null and void.
10. Super Seal & Stripe is an Equal Opportunity and Affirmative Action employer, that adheres to laws & regulations of Executive order 11246 Sec. 503 as amended of Rehabilitation action 1973 as amended and 4211 (USC) Vietnam Veterans readjustment as amended.
11. If General Contractor or any of its sub-contractors work within Super Seal & Stripes traffic control, the expense will be shared accordingly at Super Seal & Stripe discretion. No advance posting, signing, or Portable CMS is included for Super Seal & Stripe Traffic Control.
12. Pre-Striping pavement preparation, including sweeping & curing compound removals, to be provided by others.
13. Any additional work in excess of the quantities price will be billed at the units. No discounts given for under-runs without prior approval of Super Seal & Stripe.
14. Upon acceptance of this proposal, all terms, conditions and exclusions on all pages of this proposal shall be incorporated into the contract as an addendum.

**THIS PROPOSAL EXCLUDES BOND COSTS.**



**CERTIFICATE OF LIABILITY INSURANCE**

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Tolman & Wiker Insurance Services LLC #0E52073 196 S. Fir Street PO Box 1388 Ventura CA 93002-1388		<b>CONTACT NAME:</b> Elena Amaro <b>PHONE (A/C No. Ext):</b> (805) 585-6736 <b>FAX (A/C No.):</b> (805) 585-6936 <b>E-MAIL ADDRESS:</b> eamaro@tolmanandwiker.com																						
<b>INSURED</b> Super Seal & Stripe, Inc P.O. Box 755 Fillmore CA 93016		<table border="1"> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A:</td> <td>Travelers Indemnity Co of CT</td> <td>25682</td> </tr> <tr> <td>INSURER B:</td> <td>Travelers Prop Cas Co of Amer</td> <td>025674</td> </tr> <tr> <td>INSURER C:</td> <td></td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> <td></td> </tr> </table>		INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Travelers Indemnity Co of CT	25682	INSURER B:	Travelers Prop Cas Co of Amer	025674	INSURER C:			INSURER D:			INSURER E:			INSURER F:		
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**COVERAGES** CERTIFICATE NUMBER: 14/15 GL/AU/UMB/WC - REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADD'L SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR Excludes all Wrap/OCIP Projects GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC		DT22-CO-9324B327-TCT-14	3/1/2014	3/1/2015	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPROP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS		DT-810-9324B327-TCT-14	3/1/2014	3/1/2015	COMBINED SING'L LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per persn) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Medical payments \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$		DTSM-CUP-9324B327-TIL-14	3/1/2014	3/1/2015	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A	DTJUB-9324B315-14	1/1/2014	1/1/2015	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
 GL: CGD3910307 - Exclusion - All Projects Subject to a Wrap-Up Insurance Program with Limited Exceptions for Certain Ongoing Operations; CGD2460805 - Blanket Additional Insured (Contractors) (Primary); CGD3610305 - Additional Insured - Owners, Lessees or Contractors - Scheduled Person or Organization; CGD3160704 - Contractos Xstand Endorsement (WOS); CGD2110104 - Designated Project(s) General Aggregate Limit  
 AUTO: CAT3530310 - Blanket A/I, Blanket WOS; CA00010310 - Primary  
 WC: WC990376A001 - Blanket WOS

CERTIFICATE HOLDER CANCELLATION

*SPECIMEN*  <div style="font-size: 48px; opacity: 0.5; text-align: center;">SPECIMEN</div>	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE Mark Lyon/DEBBII

**Search Returned 1 Records**

**Query Criteria**

Firm ID: 2003

Firm Type: DBE

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<b>Firm ID</b>	2003
<b>Firm/DBA Name</b>	SUPER SEAL & STRIPE, INC
<b>Address Line1</b>	310 A STREET
<b>Address Line2</b>	
<b>City</b>	FILLMORE
<b>State</b>	CA
<b>Zip Code1</b>	93015
<b>Zip Code2</b>	
<b>Mailing Address Line1</b>	PO BOX 755
<b>Mailing Address Line2</b>	
<b>Mailing City</b>	FILLMORE
<b>Mailing State</b>	CA
<b>Mailing Zip Code1</b>	93016
<b>Mailing Zip Code2</b>	
<b>Certification Type</b>	DBE
<b>EMail</b>	brenda@supersealandstripe.com
<b>Contact Name</b>	BRENDA HAMPTON-ORTIZ
<b>Area Code</b>	( 805 )
<b>Phone Number</b>	524-7345
<b>Fax Area Code</b>	( 805 )
<b>Fax Phone Number</b>	524-7428
<b>Agency Name</b>	CITY OF LOS ANGELES
<b>Counties</b>	19; 30; 33; 36; 37; 40; 42; 56;
<b>Districts</b>	05; 07; 08; 11; 12;
<b>DBE NAICS</b>	237310; 238110; 238120; 238990;

**ACDBE NAICS**

<b>Work Codes</b>	C3701 SEAL COAT; C5601 SIGN STRUCTURE; C5620 ROADSIDE SIGN; C8201 OBJECT MARKER; C8405 THERMOPLASTIC TRAFFIC STRIPING & MARKING; C8406 PAINTED TRAFFIC STRIPING & MARKING; C8501 PAVEMENT MARKING; C9906 SANDBLASTING;
<b>Licenses</b>	C32 Parking and Highway Improvement Contractor;
<b>Trucks</b>	
<b>Gender</b>	F
<b>Ethnicity</b>	CAUCASIAN
<b>Firm Type</b>	DBE

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**Quotation**



**Attn:** Mark Christie Mark@securitypaving.co

**Quote Name:** HWY 41/06-0S2604 Kettleman

**Quote #:** 241547

SECURITY PAVING CO INC  
13170 TELFAIR AVE  
SYLMAR, CA 91342  
**Acct#:** 217352

**41/198 seperation to Kettleman**

KETTLEMAN CITY, CA 93239

**Date:** Wednesday, May 13, 2015  
**Quote Created:** Wednesday, May 13, 2015

**Sales Rep :** Marcos Galaviz

**Effective From:** Wednesday, May 13, 2015  
**Quote Expiration:** Friday, June 12, 2015  
**Price Expiration:** Friday, June 12, 2015

**Phone:** 559-351-3926  
**Fax :** 559-434-0603  
**Email:** galavizm@vmcmail.com

**Special Instructions:**  
See Attached Sheet

**ASPHALT**

Plant	Product Name	Product #	QtyU/M	FOB Plant	Haul Rate	Delivered
ASHLAN AVENUE HMA	HMA-SP-A-3/4" 64-10	220817	2,470 Tons	\$44.00	0.00	
ASHLAN AVENUE HMA	3/8 RHMA-SP(PG 64-16)	424103	30,500 Tons	\$82.00	0.00	

**Other Charges**  
Environmental Fee -Agg & Asphalt at \$5.00 / Load

\*DBE Utilization Specified  
On Next Page.

Prices quoted above do not include any state or local sales and use tax, if any applies for this project.

Prices quoted are for shipments during normal daytime working hours unless other shipping hours are mutually agreed upon in writing by both parties.

Prices are FOB your jobsite as stated above. Terms are Net 15 prox. Please note standard terms and conditions apply. (Subject to credit approval)

This quote is limited to acceptance within 30 days from the date of this quotation after which time quotation is subject to review/revision. Please contact Sales prior to placing the order.

**Accepted by:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Sales Representative:** \_\_\_\_\_

**Date:** \_\_\_\_\_

We appreciate the opportunity to provide you this quote and trust that Vulcan will have the pleasure of serving your needs for this and future projects.



**Special Terms and conditions RHMA & HMA  
HWY 41 06-0S2604**

- RHMA-G Quote based off of 20 consecutive shifts, additional shifts will be a \$5000 charge to contractor.
- A \$500 credit will be given for unused days.
- RHMA-G is produced at 325 Tons Per Hour with 1/300 ton silo at Ashlan HMA.
- Contractor responsible for accurate cut off at the end of every shift for RHMA.
- Additional mobilization is \$6000 per move.
- All unused RHMA binder will be billed to contractor.
- Contractor must allow Vulcan at least 2 months to schedule Rubber Mixing Plant for RHMA-G.
- Job Mix Formula's included in price.
- Plant QC provided.
- HMA Type A SP is produced at 350 Tons Per Hour at Ashlan HMA.
- HMA and RHMA Price tied to the May Crude Index at \$297.3 with the 5% trigger.
- Add \$1.50 per ton if DBE help is needed through Dragon Materials Transport for the Liquid Asphalt.

\*See Attached Quote

**Please Note:** If you plan to use Vulcan Materials Company for the above referenced project, please provide us with a written purchase agreement within 30 days to secure the prices offered. If Vulcan Materials Company does not receive a written purchase agreement within 30 days of this quote, this quote is no longer valid.

Thank you,

Marcos Galaviz  
Vulcan Materials Co  
559-434-1202  
galavizm@vmcmail.com

Bid Item No.: 15 - RHMA 30,500 Ton

DBE:

Furnish Oil:

30,500 Ton @ ~5% = 1,525 Tons of Liquid Asphalt

1,525 Tons @ \$375.00 (+ tax) = \$403.13 / Ton

\$614,773.25 @ 60% = \$368,863.95

Transport Oil:

1,525 Tons @ \$27.00 = \$41,175.00 @ 60% = \$24,705.00

Total Claimed DBE = \$393,568.95

## GENERAL TERMS AND CONDITIONS

### PRICES AND TERMS

Prices are based on the terms and conditions set forth on page 1 of this Quotation, of which these General Terms and Conditions form a part, the terms and conditions stated in Customer's Application for Business Credit, and, if applicable, any terms and conditions relating to the delivery or shipment of materials by truck, barge, vessel, rail or other means which are provided by Vulcan to Customer in addition to this Quotation (each, a "Vulcan Sales Document", and collectively, the "Vulcan Sales Documents"). Prices are available only to the customer specifically named therein, and are only for the quantities mentioned in such Quotation or Sales Order plus or minus 10% of such quantities. A charge of 1.5% per month, (18% annum), will accrue on a daily basis from the date of invoice and will continue to accrue on a daily basis on any unpaid balance, both before and after judgment, until the date the balance is paid in full, or at the maximum amount permitted by law in which the sale occurred, whichever is less. **However, the assessment of a finance charge on invoices paid in full by the payment due date will be waived.** Quotation is offered for furnishing the total aggregate requirements for the project only. Customer's contract with Vulcan regarding the sale by Vulcan to Customer of the materials listed in this Quotation is subject to the terms and conditions set forth in the Vulcan Sales Documents. Prices reflect Customer's acceptance of materials at the quoted plant based upon gradation analysis performed and reported by Vulcan's certified plant quality control personnel. Any penalties that result from in place sampling shall be the full responsibility of Customer.

### THE TERMS AND CONDITIONS OF THE VULCAN SALES DOCUMENTS GOVERN THE RIGHTS AND OBLIGATIONS OF THE PARTIES

If Customer has issued a purchase order for the materials quoted by Vulcan in this Quotation, this Quotation is not an acceptance of said purchase order, or any of its terms or conditions, which are hereby rejected. Any sale by Vulcan to Customer of the materials listed in this Quotation shall be subject to the terms and conditions set forth in the Vulcan Sales Documents, and Customer's receipt or acceptance of said materials shall constitute acceptance of the offer that this Quotation constitutes. Any terms or conditions of a subsequent purchase order issued by Customer that are inconsistent with the terms and conditions of the Vulcan Sales Documents shall be null and void.

### SHIPMENT AND DELIVERY

Unless a "delivered" price is quoted by Vulcan in the Vulcan Sales Documents, all prices are F.O.B. point of shipment from the locations designated. All taxes applicable to the sale or delivery of materials that are not paid directly by Customer will be added to the sales price, invoiced to and paid by Customer, unless Customer provides Vulcan with satisfactory evidence of exemption from same. Shipment will be in accordance with Customer's reasonable instructions or, if none, then by whatever means Vulcan shall deem practicable. The quantities of material delivered to Customer shall be conclusively presumed to be the quantities shown on the tickets produced from a certified weigh scale at Vulcan's quarry or sales yard.

### CREDIT AND DEFAULT

Vulcan shall have no obligation to ship or deliver except upon its determination prior to each shipment or delivery that Customer is worthy of the credit to be extended and is not in default upon any obligation to Vulcan. Upon default, Customer agrees to pay all of Vulcan's collection expenses, including attorneys' fees.

### INSURANCE

A Memorandum of Insurance containing current information regarding Vulcan's insurance program is available at <http://www.marsh.com/moi?client=D156>.

### EXCULPATORY PROVISIONS

Vulcan shall have no liability for delay or failure to make shipments, or delivery, as a result of strikes, labor problems, severe weather conditions, casualty, mechanical breakdown or other conditions beyond Vulcan's reasonable control. In no event shall Vulcan be liable for any incidental or consequential damages. Vulcan's liability and Customer's exclusive remedy for any cause of action arising out of the provision of material quoted herein shall be the replacement of, or payment of the purchase price for, the materials which are the subject of this Quotation.

### CHANGE OF TERMS

Vulcan may change the price and/or quantity upon 30 days' notice to Customer. Vulcan shall also have right to change, modify or amend any other terms and conditions upon written notice of such change to customer. The effect of the change shall be as stated in the written notice and accepted by Customer upon placing of orders with seller following receipt of such notice.

### APPLICABLE LAW

All orders are subject to acceptance by Vulcan at the headquarters of its West Division in Los Angeles, California, and the laws of the state in which the materials was shipped from shall apply to the sale of all materials subject hereto. In the event material is imported into the U.S., the law in the state in which the material was sold to the customer will prevail. All disputes regarding finance charges shall be governed by Alabama law.

### LIMITED WARRANTY AND WARRANTY DISCLAIMER

Vulcan warrants for a period of one (1) year from date of delivery only that the material sold hereunder substantially complies with Vulcan's specifications for said material or the specifications set forth in Vulcan's quotation. **VULCAN HEREBY EXCLUDES ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR ANY PURPOSE, AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, OF THE MATERIAL SOLD HEREUNDER, OTHER THAN THE EXPRESS WARRANTY STATED ABOVE.** In addition, except to the extent otherwise set forth in the specifications described above, Vulcan makes no warranty whatsoever with respect to specific gravity, absorption, whether the material is innocuous, non-deleterious, or non-reactive, or whether the material is in conformance with any plans, other specifications, regulations, ordinances, statutes, or other standards applicable to Customer's job or to said material as used by Customer. **VULCAN SHALL IN NO EVENT BE RESPONSIBLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGE CAUSED BY NON-COMPLIANCE OF THE MATERIAL WITH SPECIFICATIONS, OR FOR ANY DEFECTS IN THE MATERIAL SOLD HEREUNDER.**

## ADDITIONAL TERMS - READY MIXED CONCRETE

### POINT OF DELIVERY

Vulcan agrees to make ready mixed concrete delivery on the street adjacent to Customer's project at curbside unless otherwise ordered by Customer, and then only to point accessible to Vulcan's truck. In the event Customer orders delivery beyond curb line, Vulcan shall have no liability for damage to sidewalks, driveways or other property, and Customer hereby agrees to defend, indemnify and hold Vulcan harmless against all liability, loss and expense (including reasonable attorneys' fees) alleged to have arisen from any such damage. Customer agrees to pay any and all costs for repairs, necessitated by damage to Vulcan's trucks and/or equipment resulting from any cause whatever during the process of delivery on the project site or unloading on the project site, other than to the extent caused by the negligence of Vulcan's employee or mechanical failure of Vulcan's equipment.

### CUSTOMER TO PAY FOR ALL BATCHED CONCRETE

Customer shall pay for all ready mixed concrete ordered by Customer that has left Vulcan's plant regardless of whether Customer is able to accept delivery of the concrete at the project, except that Customer may reject out-of-specification concrete if notice is given to Vulcan immediately upon discovery of such non-conformance.

### MINIMUM LOAD

Unless otherwise expressly stated in the Vulcan Sales Documents, unit prices are based on delivery of a full load, deliveries of less than a full load will be charged a minimum load fee based on Vulcan's prevailing rates, and Vulcan will provide Customer with one daily "finish load" at no additional charge.

### STANDBY TIME

Unless otherwise expressly stated in the Vulcan Sales Documents, excess unloading or delay time will be charged at the applicable rate.

### LIMITED WARRANTY AND WARRANTY DISCLAIMER FOR READY-MIXED CONCRETE

Vulcan warrants for a period of one (1) year from date of delivery only that the concrete material sold hereunder substantially complies with Vulcan's specifications for said material or the specifications set forth in Vulcan's quotation. **VULCAN HEREBY EXCLUDES ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR ANY PURPOSE, AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, OF THE MATERIAL SOLD HEREUNDER, OTHER THAN THE EXPRESS WARRANTY STATED ABOVE.** In addition, except to the extent otherwise set forth in the specifications described above, Vulcan makes no warranty whatsoever for ready-mixed concrete with respect to (1) whether any aggregates in said concrete material are innocuous, non-deleterious, or non-reactive, (2) whether any concrete material is subject to pop-outs, expansion, checking, discoloring, spalling, fretting, consolidation, scaling, efflorescence or cracking, (3) the durability of the concrete, including but not limited to sulfate resistance, (4) whether any concrete material, both in its quality, quantity, characteristics, and proportions, including but not limited to cement type and water-to-cement ratio, is in conformance with any plans, other specifications, regulations, ordinances, statutes, or other standards applicable to Customer's job or to said material as used by Customer. No warranty shall apply in the event that water or any other substance or material is added to the concrete either by or at the request of customer. **VULCAN SHALL IN NO EVENT BE RESPONSIBLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGE CAUSED BY NON-COMPLIANCE OF THE MATERIAL WITH SPECIFICATIONS, OR FOR ANY DEFECTS IN THE MATERIAL SOLD HEREUNDER.**

# **DRAGON**

**MATERIAL TRANSPORT, INC.**

P.O. Box 27800, Fresno, CA 93729-7800  
Office (559)351-8822 Fax (559) 276-0818  
CA No. 0366649

**DBE/WBE/UDBE Firm No. 37444**  
**SBE 52655**

---QUOTE

**Vulcan Materials Company**  
**Attn. Marcos Galaviz**  
**Date: 5/12/15**

**Project: Caltrans 06-0S2604, Hwy 41 Kettleman to 41/198 Separation**

**Material: +/-2,000 - Ton - PG 64-16**

**Delivered Price: (\$375.00) + \$ 27.00 Per U.S. Ton + Any applicable taxes**

**ORIGIN: SJR**

**DESTINATION: Vulcan Materials - Ashlan**

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**\*5% Crude Index**

**\*Standby after 1 hour from scheduled delivery time at \$100.00 per hour**

**\*Pricing based on full loads - 26.00 ton**

**\*Fuel surcharge - rate increase - add \$1.00 for every \$.10 increase if California On-Highway reaches \$4.20 per gallon. [www.eia.gov](http://www.eia.gov). \$3.250 on bid day.**

**Search Returned 1 Records**

**Query Criteria**

Firm ID: 37444

Firm Type: DBE

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<b>Firm ID</b>	37444
<b>Firm/DBA Name</b>	DRAGON MATERIAL TRANSPORT, INC.
<b>Address Line1</b>	377 W FALLBROOK AVE., SUITE 107
<b>Address Line2</b>	
<b>City</b>	FRESNO
<b>State</b>	CA
<b>Zip Code1</b>	93711
<b>Zip Code2</b>	
<b>Mailing Address Line1</b>	P.O. BOX 27800
<b>Mailing Address Line2</b>	
<b>Mailing City</b>	FRESNO
<b>Mailing State</b>	CA
<b>Mailing Zip Code1</b>	93729
<b>Mailing Zip Code2</b>	7800
<b>Certification Type</b>	DBE
<b>EMail</b>	summer.bradford@dragonmaterial.com
<b>Contact Name</b>	SUMMER BRADFORD
<b>Area Code</b>	( 559 )
<b>Phone Number</b>	351-8822
<b>Fax Area Code</b>	( 559 )
<b>Fax Phone Number</b>	276-0818
<b>Agency Name</b>	DEPARTMENT OF TRANSPORTATION
<b>Counties</b>	10; 14; 15; 16; 19; 20; 22; 23; 24; 28; 34; 35; 36; 37; 39; 40; 42; 48; 54;
<b>Districts</b>	01; 03; 04; 05; 06; 07; 08; 09; 10; 11;
<b>DBE NAICS</b>	423320; 424720; 484110; 484220;
 <b>ACDBE NAICS</b>	
 <b>Work Codes</b>	C0624 PETROLEUM, OIL, LUBRICANTS SUPPLIER; C9602 BOTTOM DUMP TRUCKING; C9771 TRUCK BROKER; C9774 TRUCKER; D2990
<b>Licenses</b>	PETROLEUM & COAL PRODUCTS MANUFACTURING;
<b>Trucks</b>	FOR HIRE - 12;
<b>Gender</b>	F
<b>Ethnicity</b>	HISPANIC
<b>Firm Type</b>	DBE

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