

# Third Bidder

10-20-15A11:26 RCVD

Page #1 of DBE Commitment  
DES-OE-0102.100 (REV 12/2014)

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

CONTRACT NO: 08-OR4604
BID AMOUNT: \$ 1,087,350.00
BID OPENING DATE: 10/14/2015
BIDDER'S NAME: WestCoast Public Works, Inc.
DBE GOAL FROM CONTRACT %: 12%

DBE PRIME CONTRACTOR CERTIFICATION <sup>1</sup> :	TOTAL NUMBER OF ALL SUBCONTRACTS (DBE & NON-DBE) 5	TOTAL VALUE OF ALL SUBCONTRACTS (DBE & NON-DBE) 197,750.00
---	---	---

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 (\$)
21 and 22	4' CHAIN LINK GATE 12' CHAIN LINK GATE	C800, C8320 C8391, C860	Ace Fence Co, 727 N. Glendora Ave., La Puente, CA, 91744, Phone: 626-333-0727 Cert #34153	5,600.00
18	ROCK BLANKET	562111, 484220 484110, 488510	Miranda Logistics Enterprise LLC, 2202 Figueroa St., #437, Los Angeles, CA, 90007 Phone: Cert #39978	126,840.00
19	GRAVEL MULCH	562111, 484220 484110, 488510	Miranda Logistics Enterprise LLC, 2202 Figueroa St., #437, Los Angeles, CA, 90007 Cert #39978	33,000.00
2	CONSTRUCTION AREA SIGNS	C1200, C1201	Maneri Traffic Control 47423 Rainbow Rd, Temecula, CA, 92592 Phone: 951-695-65104, Cert# 38078	5,495.00
4	FLASHING BEACON (PORTABLE)	C1200, C1201	Maneri Traffic Control, 47423 Rainbow Rd, Temecula, CA, 92592 Phone: 951-695-65104, Cert# 38078	780.00
5	PORTABLE CHANGEABLE MESSAGE SIGN (EA)	C1200, C1201	Maneri Traffic Control, 47423 Rainbow Rd, Temecula, CA, 92592 Phone: 951-695-65104, Cert# 38078	3,200.00

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

\$

Continued

15.8 %

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

*Marin D. Jehens*  
Signature of Bidder

10/15/2015  
Date

818-256-9401  
(Area Code) Tel. No.

Marin D Jehens, P.E., WCPW  
Person to Contact (Please Type or Print)

**ADA Notice**

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

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

CONTRACT NO:  
08-OR4604

BID AMOUNT:  
\$ 1,087,350.00

BID OPENING DATE:  
10/14/2015

BIDDER'S NAME:  
WestCoast Public Works, Inc.

DBE GOAL FROM CONTRACT %:  
12%

DBE PRIME CONTRACTOR CERTIFICATION <sup>1</sup> :	TOTAL NUMBER OF ALL SUBCONTRACTS (DBE & NON-DBE) 5	TOTAL VALUE OF ALL SUBCONTRACTS (DBE & NON-DBE) 197,750.00
---	---	---

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 (\$)
6	JOB SITE MANAGEMENT Job Site Inspections, Partial	C8713, C8852 J9510, I8734	Terradyne LAX, Inc., 1509 W. Alton Avenue Santa Ana, CA, Phone: 714-273-8883 Cert # 36927	6,885.00
7	PREPARE STORM WATER POLLUTION PLAN	C8713, C8852 J9510, I8734	Terradyne LAX, Inc., 1509 W. Alton Avenue Santa Ana, CA, Phone: 714-273-8883 Cert # 36927	1,550.00
8	STORM WATER ANNUAL REPORT	C8713, C8852 J9510, I8734	Terradyne LAX, Inc., 1509 W. Alton Avenue Santa Ana, CA, Phone: 714-273-8883 Cert # 36927	4,000.00

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

\$ 187,350.00

15.8 %

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

*Marion D. Jehens*

Signature of Bidder

10/15/2015  
Date

818-256-9401  
(Area Code) Tel. No.

Marin D Jehens, P.E., WCPW  
Person to Contact (Please Type or Print)

**ADA Notice**

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











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

Bidder's Name: WCPN  
 Contract No.: 08-024604

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

Name of DBE Solicited	Date of Initial Solicitation	Items of Work Offered	Follow Up Methods and Dates
<i>Met Commitment</i>			

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

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

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

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

Bidder's Name: WCPN  
Contract No.: 08GR1604  
Page 3 of 3

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

Description of Outreach	Dates	Location (if applicable)	Results

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

NOTE: USE ADDITIONAL SHEETS OF PAPER IF NECESSARY.

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



### ACE FENCE COMPANY

727 GLENDORA AVENUE, LA PUENTE, CA 91744

PHONE (626) 333-0727 \* FAX (626) 333-7843

CERTIFIED AS DBE/SBE/MBE/WBE FIRM, UNION COMPANY, LACMTA Pre-Qualified to Bid

\*Awarded Minority Contractor of the Year by the City of Los Angeles for Excellence in Quality and Services\*

"We Are An Equal Opportunity Employer"

### FAX QUOTE

TO	: General Contractors	ATTN	: Estimator
FAX #	:	DATE	: 10/13/15
FROM	: Michael Abanilla	PAGES	: 1
PROJECT	: CADOT Improve Worker Safety at Roadside Facilities; Upgrade Guardrail (Contract No. 08-0R4604) In the County & City of Riverside From Pierce Street Undercrossing to 0.3 Mile West of Tyler Street Undercrossing		
BID DATE	: 10/14/15 2:00 P.M.		
SPECS	: per 2010 CALTRANS Plans & Specs	ADDENDUM:	1, 2, 3 & 4

ITEM	DESCRIPTION	Unit	Qty	Unit Price	Amount
Proposal as follows:					
21	4' CHAIN LINK GATE (TYPE CL-6)	EA	2	\$ 2,000.00	\$ 4,000.00
22	12' CHAIN LINK GATE (TYPE CL-6)	EA	2	\$ 3,300.00	\$ 6,600.00
<b>TOTAL BID AMOUNT:</b>					<b>\$ 10,600.00</b>

Accepted for a total of \$5,600.00,  
Error on Bid Documents listing line items 21 and 22

APPROVED

*Marion D. Jehens*

Marion D. Jehens, P.E., WCPW  
October 14, 2015

- \* THIS PROPOSAL IS BASED ON PAID PREVAILING WAGES AND CERTIFIED PAYROLL.
- \* **PLEASE REFER TO NOTES & EXCLUSIONS BELOW. IF YOU HAVE QUESTIONS PLEASE CALL.**

**NOTE:** PROPOSAL IS AS A PACKAGE UNLESS DISCUSSED PRIOR TO BID. OUR PROPOSAL IS PER LINE ITEM & NOT LUMP SUM UNLESS IT STATES OTHERWISE. AWARD MUST HAPPEN WITHIN 60 DAYS. COPY OF ACE FENCE COMPANY'S BID TO BE PART OF THE FINAL CONTRACT AGREEMENT. COPY OF GENERAL'S PAYMENT & PERFORMANCE BONDS TO BE ATTACHED TO THE CONTRACT AGREEMENT.

**EXCLUDE:** FENCES; VINYL COATING; CURB, MINOR CONCRETE OR ANY CONCRETE WORKS (except post footings); RE-BARS; VEGETATION CONTROL; DEMOLITION; CLEARING & GRUBBING; REMOVAL OF VEGETATION OR ANY OBSTRUCTIONS; IMPORT BORROW OR EXTRA SOIL FOR BACKFILLING; GRADING; STAKING & LAY-OUT; ROCK DRILLING, CONCRETE CUTTING, BREAKING & CORE DRILLING; PAVEMENT REPAIR OR ASPHALT PATCHING; POTHOLING OR LOCATING UTILITIES; MAINTENANCE OR REPAIR TO DAMAGES CAUSED BY OTHERS & TO UNMARKED UTILITY LINES; GROUNDING & ELECTRICAL WORKS; ENGINEERING OR STRUCTURAL CALCULATIONS; SURVEYS FOR ALIGNMENT & ELEVATIONS; COSTS FOR INSPECTIONS & TESTING; BOND COST; SWPPP; BEST MANAGEMENT PRACTICES; ASBESTOS & LEAD COMPLIANCE PLAN OR ANY RELATED WORKS; PERMITS/FEES; DUST CONTROL; K-RAILS; TEMPORARY FENCES & SAFETY RAILING; TRAFFIC CONTROL; SIGNS; FLAGMEN; LANE CLOSURE; NIGHTWORK; HAULING OF SPOILS (spoils from our excavation are to be scattered in the immediate vicinity of our work, relocation of spoils will be considered a change order)

**INSURANCE:** GENERAL LIABILITY - \$ 1,000,000 - \$ 2,000,000 AGGREGATE; AUTOMOBILE - \$ 1,000,000; WORKMAN COMPENSATION - \$ 1,000,000. OCIP / CCIP PROJECTS - WC'S PREMIUMS ALREADY DEDUCTED. ADDITIONAL INSURANCE REQUIREMENTS ARE SUBJECT TO EXTRA PREMIUMS.

**LICENSE # A, B & C-13 # 996577, EXP. 9-30-2016, DIR Registration #1000004092 - UNION  
SUBJECT TO ACCEPTANCE WITHIN 30 DAYS**

Miranda Logistics Enterprise LLC -  
DBE/SBE/MBE Certified

2202 S Figueroa St. #437  
Los Angeles, CA 90007 US



Estimate 2083

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

**ADDRESS**

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

DATE  
10/14/2015

PLEASE PAY  
**\$159,840.00**

EXPIRATION  
DATE  
10/30/2015

**PROJECT**

08-0R4604

SERVICE DATE	ACTIVITY	QTY	RATE	AMOUNT
TBD	LI #18 - 4" TO 8" RED RIVER COBBLE ROCK, Freight = 62.00 / Ton, incl.	1,400 Tons	90.60	126,840.00
TBD	LI #19 - 3/4" CRUSHED ROCK, Freight = 12.00 / Ton, incl.	1,200 Tons	27.50	33,000.00

*Inclusions: End Dump Transportation (22 ton capacity),  
Full DBE Credit For Trucking  
60% DBE Credit on Materials*

**TOTAL** **\$159,840.00**

*Exclusions: Loading, street sweeper, BOE FEE (+5.72/ton if no letter is on file)*

THANK YOU.

*Additional Terms: Light Loads are billed a 22 ton minimum & shifts cancelled  
2 hours prior to job start are billed a 6hr minimum @ \$120/hr*

*Rates contingent upon final quantities*

\*\*\*Standard Terms & Conditions Apply\*\*\*

**APPROVED**

Accepted By

*Marion D. Jenkins*

Accepted Date

10/14/2015

# [Miranda Logistics Enterprise LLC]

Attachment A

www.miranda-logistics.com

## Trucking Price List

NAICS: 484220

Project: 08-0R4604

Day Shift			
Service ID	Service Type	# of Trucks	Price per Hour
M-F	Super 10	130	\$85.00
Weekends	Super 10	130	\$85.00
M-F	Low-Side End Dump	75	\$98.00
Weekends	Low-Side End Dump	75	\$98.00
M-F	High-Side End Dump	30	\$110.00
Weekends	High-Side End Dump	30	\$110.00
M-F	Bottom-Dump	120	\$98.00
M-F	Bottom-Dump	120	\$98.00
M-F	Transfer Truck	15	\$115.00
Weekends	Transfer Truck	15	\$115.00
M-F	Flat Beds	30	\$110.00
Weekends	Flat Beds	30	\$110.00
Night Shift			
Service ID	Service Type	# of Trucks	Price per Hour
M-F	Super 10	130	\$85.00
Weekends	Super 10	130	\$85.00
M-F	Low-Side End Dump	36	\$98.00
Weekends	Low-Side End Dump	36	\$98.00
M-F	High-Side End Dump	30	\$110.00
Weekends	High-Side End Dump	30	\$110.00
M-F	Bottom-Dump	120	\$98.00
Weekends	Bottom-Dump	120	\$98.00
M-F	Transfer Truck	15	\$115.00
Weekends	Transfer Truck	15	\$115.00
M-F	Flat Beds	30	\$110.00
M-F	Flat Beds	30	\$110.00
Hourly Trucking Equipment			

**Hazardous Waste Transporter & Supplier of Aggregate Materials**  
**CARB Compliant**  
**DBE/SBE/MBE/LSBE**

### Standard Terms & Conditions Apply

### Owner Operated & Prevailing Wage Rates Included

Line Item 18, Rock Blanket Trucking for 1,400 Tons @ 62.00 / Ton = 86,800.00, Material @ 28.60 /Ton = 40,040.00

Line Item 19, Gravel Mulch Trucking for 1, 200 Tons @ 12.00 / Ton = 14,400.00 Material @ 15.50 / Ton =18,600.00

Date: 10/14/2015	Authorized Rep: (print) Marion D. Jehens, P.E., WCPW
Company: WCPW	Signature: <i>Marion D. Jehens</i>

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

# Standard Terms & Conditions

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

Offer by: \_\_\_\_\_  
Company: **Miranda Logistics Enterprise LLC**  
Date: \_\_\_\_\_

Accepted by: Marion D. Jehens, P.E. WCPW  
Company: WestCoast Public Works  
Date: 10/14/2015

*Marion D. Jehens*  
*P.E., WCPW*



**Metro**

Los Angeles County  
Metropolitan Transportation Authority

One Gateway Plaza  
Los Angeles, CA 90012-2952

213.922.2000 Tel  
metro.net

**CALIFORNIA UNIFIED CERTIFICATION PROGRAM**



February 19, 2013

**CUCP #39978**  
**Metro File # 5770**

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

**RE: Disadvantaged Business Enterprise Certification**

Dear Mr. Miranda:

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

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

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

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

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

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

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

Sincerely,

Shirley Wong  
Certification Representative  
Diversity & Economic Opportunity Department



**Metro**

Los Angeles County  
Metropolitan Transportation Authority

One Gateway Plaza  
Los Angeles, CA 90012-2952

213.922.2000 Tel  
metro.net

February 19, 2013

**Metro File # 5770**

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

**Re: Small Business Enterprise Certification**

Dear Mr. Miranda:

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

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

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

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

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

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

Sincerely,

Shirley Wong  
Certification Representative  
Diversity & Economic Opportunity Department

# CALIFORNIA UNIFIED CERTIFICATION PROGRAM DISADVANTAGED BUSINESS ENTERPRISE CERTIFICATE

## MIRANDA LOGISTICS ENTERPRISE, LLC

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

Owner: MARCO MIRANDA

Business Structure: LIMITED LIABILITY COMPANY

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

### NAICS Code(s) \* Indicates primary NAICS code

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

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

### Work Category Code(s)

- C9774 TRUCKER
- E4953 WASTE COLLECTION AND DISPOSAL

E4730 FREIGHT TRANSPORTATION ARRANGEMENT

### Licenses



### CERTIFYING AGENCY:

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

UCP Firm Number : 39978

  
\_\_\_\_\_  
CUCP OFFICER

February 27, 2013

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

# MANERI TRAFFIC CONTROL

CONTRACTOR LICENSE # 892008

SMALL BUSINESS CERTIFIED (OSDS REF # 53767)

DBE CERTIFIED (FIRM #38078)

DIR # 1000011349

UNION SIGNATORY



## SIGN AND TRAFFIC QUOTE

**PROJECT: 08-0R4604**

**BID DATE: 10/14/15**

**TO: PLANHOLDER**

**ATTN: ESTIMATOR**

**CONSTRUCTION AREA SIGNS:** (ITEM #2)

ITEM #2 \$3,990.00 **WITH USE OF MTC FOR ITEM #3**

(ITEM #2 PRICE INCLUDES TWO TYPE II FUNDING SIGNS IF AWARDED CONSTRUCTION AREA SIGNS)

**CONSTRUCTION AREA SIGNS:** (ITEM #2)

ITEM #2 \$5,495.00 **WITHOUT USE OF MTC FOR ITEM #3**

(ITEM #2 PRICE INCLUDES TWO TYPE II FUNDING SIGNS IF AWARDED CONSTRUCTION AREA SIGNS)

**ADDITIONAL ITEMS:**

ITEM #4- \$390.00 EA  
UP FEE APPLIES)

ITEM #5- \$800.00 EA PER MONTH (\$75.00 DELIVERY FEE & \$75.00 PICK-UP FEE APPLIES)

**TRAFFIC CONTROL:** (ITEM #3)

LUMP SUM, 2 LABORERS, 1 TRUCK AND EQUIPMENT (1-8 HOURS)-\$1,490.00\*\*\*INCLUDES 4 ARROW BOARDS\*\*\*

PLEASE SEE ATTACHED FOR ADDITIONAL PRICING.

IF YOU HAVE ANY QUESTIONS REGARDING ANY PORTION OF THIS QUOTE, PLEASE DO NOT HESITATE TO CALL (760) 535-7881. **THANK YOU** FOR YOUR TIME AND CONSIDERATION.

SINCERELY,

Agreed to for a total Commitment of \$9,475.00. on 10/14/2015

Marion D Jehens, P.E., WCPW

*Johnny Maneri*

*Marion D. Jehens*



**NOTE:** CONSTRUCTION AREA SIGNS ESTIMATE **INCLUDES** DELIVERY, INSTALLATION, AND REMOVAL. THE PRICE DOES **NOT** **INCLUDE** MAINTENANCE, CHANGES OF DATES, RELOCATION, OR REPLACEMENTS. **ALL SIGNS** BECOME THE PROPERTY OF MANERI TRAFFIC CONTROL UPON COMPLETION OF THE JOB. FUNDING SIGNS ARE \$850.00, UNLESS NOTED IN THIS BID. MANERI TRAFFIC CONTROL EXCLUDES THE COVERING OF THE G84 SIGN. MANERI TRAFFIC CONTROL EXCLUDES ALL INSTALLATION AND REMOVAL OF OVERHEAD SIGNS.

ANY ADDITIONAL LICENSE FEES WILL BE THE CONTRACTORS RESPONSIBILITY. IF CONTRACTOR REQUIRES A BOND, A SURETY RATE OF 3% OF THE BOND AMOUNT, PLUS A SBA FEE OF .75% OF THE TOTAL BOND AMOUNT WILL BE ADDED TO THE TOTAL CONTRACT AMOUNT.

**MANERI TRAFFIC CONTROL DOES NOT DO TRAFFIC CONTROL PLANS.**

# MANERI TRAFFIC CONTROL

**CONTRACTOR LICENSE # 892008**

**SMALL BUSINESS CERTIFIED (OSDS REF # 53767)**

**DBE CERTIFIED (FIRM #38078)**

**DIR # 1000011349**

**UNION SIGNATORY**



**BID DATE: 10/14/15**

**PROJECT: 08-0R4604**

LUMP SUM, 2 LABORERS, 1 TRUCK AND EQUIPMENT (1-8 HOURS).....	\$1,490.00
FLAGGING OPERATION, 2 LABORERS (1-8 HOURS).....	\$1,490.00
FLAGGING OPERATION, 2 LABORERS (1-8 HOURS) WITH RUMBLE STRIPS.....	\$1,790.00
PILOT CAR OPERATION, 3 LABORERS (1-8 HOURS).....	\$2,150.00
PILOT CAR OPERATION, 3 LABORERS (1-8 HOURS) WITH RUMBLE STRIPS.....	\$2,450.00
ONE LABORER W/ TRUCK AND EQUIPMENT (1-8 HOURS).....	\$890.00
ADDITIONAL LABORER (1-8 HOURS).....	\$650.00
RAMP NOTIFICATION SIGN (EACH).....	\$190.00

**PCMS BOARDS:**

DAILY.....	\$185.00
WEEKLY.....	\$350.00
MONTHLY.....	\$800.00

**ARROW BOARDS:**

DAILY.....	\$50.00
WEEKLY.....	\$185.00
MONTHLY.....	\$550.00

**EQUIPMENT:**

DELIVERY (EACH).....	\$75.00
PICK-UP (EACH).....	\$75.00

THE FOLLOWING RATES ARE FOR A SCORPION 100K ATTENUATOR TRUCK USE AGREEMENT

THERE IS **NO MILEAGE CHARGE**

ATTENUATOR TRUCK W/ DRIVER (1-8 HOURS).....	\$890.00
---	----------

**ATTENUATOR TRUCK W/ OUT DRIVER:**

DAILY.....	\$325.00
WEEKLY.....	\$990.00
MONTHLY.....	\$2,850.00

**NOTE:** CONTRACTOR ASSUMES FULL RESPONSIBILITY FOR BOARD PLACEMENT AND ANY DAMAGES INCURRED (THEFT AND VANDALISM INCLUDED).

ADDITIONAL TIME AFTER 8 HOUR SHIFT WILL BE CHARGED AT THE RATE OF **\$115.00** PER HOUR, PER LABORER. FIRST 8 HOURS ON A SATURDAY OR SUNDAY ADD **\$295.00** PER LABORER FOR OVERTIME RATE DIFFERENCE.

**CANCELLATIONS:**

4 HOURS PRIOR TO SHOW UP.....	NO CHARGE
SHOW UP TIME PER LABORER.....	2 HOURS
DIRECTLY AFTER SET UP PER LABORER.....	4 HOURS

OUT OF TOWN (120 MILES FROM COMPANY ADDRESS) CANCELLATIONS REQUIRE 24 HR NOTICE OR CONTRACTOR SHALL BE SUBJECT TO ADDITIONAL CHARGE, MINIMUM OF 4 HOURS PER LABORER.

**NOTE:** MINIMUM OF 1 HOUR FOR SET UP AND 1 HOUR FOR PICK UP.

ABOVE PRICES, **DO NOT** INCLUDE RETENTIONS.

**47423 RAINBOW CANYON  
TEMECULA, CA 92592**

**OFFICE: 951-695-5104  
FAX: 951-695-5105**

**MANERI TRAFFIC CONTROL**  
**CONTRACTOR LICENSE # 892008**  
**SMALL BUSINESS CERTIFIED (OSDS REF # 53767)**  
**DBE CERTIFIED (FIRM #38078)**  
**DIR # 1000011349**  
**UNION SIGNATORY**




---

<b>Firm ID</b>	38078
<b>Firm/DBA Name</b>	MANERI TRAFFIC CONTROL
<b>Address Line1</b>	47423 RAINBOW CANYON
<b>Address Line2</b>	
<b>City</b>	TEMECULA
<b>State</b>	CA
<b>Zip Code1</b>	92028
<b>Zip Code2</b>	
<b>Mailing Address Line1</b>	
<b>Mailing Address Line2</b>	
<b>Mailing City</b>	
<b>Mailing State</b>	
<b>Mailing Zip Code1</b>	
<b>Mailing Zip Code2</b>	
<b>Certification Type</b>	DBE
<b>Email</b>	mariamaneri@yahoo.com
<b>Contact Name</b>	MARIA MANERI
<b>Area Code</b>	( 951 )
<b>Phone Number</b>	695-5104
<b>Fax Area Code</b>	( 951 )
<b>Fax Phone Number</b>	695-5105
<b>Agency Name</b>	DEPARTMENT OF TRANSPORTATION
<b>Counties</b>	01; 13; 19; 30; 33; 36; 37; 40; 42; 56;
<b>Districts</b>	04; 05; 07; 08; 11; 12;
<b>DBE NAICS</b>	561990;

**ACDBE NAICS**

<b>Work Codes</b>	C1200 CONSTRUCTION AREA SIGNS; C1201 TRAFFIC CONTROL SYSTEM; C1210 Traffic Count;
<b>Licenses</b>	C31 Construction Zone Traffic Control Contractor; D42 Sign Installation;
<b>Trucks</b>	
<b>Gender</b>	F
<b>Ethnicity</b>	HISPANIC
<b>Firm Type</b>	DBE

---

**Delay and Force Majeure** Terradyne will be excused for delay in the performance of services under this Agreement if caused by acts of God; inclement weather; acts of utility companies, unions, organized labor, or inspectors; or other unforeseen contingencies; beyond Terradyne's reasonable control.

**Indemnification** To the fullest extent permitted by law, Client shall hold harmless, indemnify, and defend Terradyne and its owners, partners, members, employees, officers, directors, affiliates, and agents from and against all claims and causes of action for bodily injury, death, property damage, and economic losses that may arise from the performance of services under this Agreement, except where such bodily injury, death or property damage arises directly from the sole negligence, errors, or omissions of Terradyne. Client's agreement to indemnify as stated above in this section includes any indemnifying from, holding harmless for and defending from any liability for claims, damages, attorney's fees, expenses and costs incurred by any third party who asserts a claim against Terradyne in excess of the Limitation of Liability set forth in Limitations of Professional Liability section of the Agreement above.

**Consequential Damages** Client agrees to waive its rights, if any, to recover from Terradyne and its owners, partners, members, employees, officers, directors, affiliates, and agents any consequential damages incurred allegedly as a result of any acts, errors or omissions arising out of the performance of this Agreement, including the right to recover any lost profits, diminution in value, cost overruns, or delay damages.

**Attorney's Fees** In the event of any dispute arising out of this Agreement or the performance of this Agreement leads to litigation or arbitration, the successful or prevailing party to any such dispute will be entitled to recover from the other party the party's reasonable and necessary attorney's fees, expenses and costs incurred as a result of the dispute.

**Dispute Resolution** The parties will attempt to resolve any claim or dispute (whether in contract, tort or otherwise) against the Company, its' agents, employees, successors, assigns or affiliates arising out of or relating to this agreement or the services through mediation utilizing a mutually agreeable mediator, prior to any litigation. Cost of mediation shall be split equally between both parties.

**Litigation Support** If Terradyne is required by operation of law, subpoena, or other legal process to appear, participate, or give testimony as an expert or fact witness, in any legal discovery, administrative, or court proceeding, as a result of the performance of services under this Agreement, Client agrees to compensate Terradyne pursuant to Terradyne's current fee and rate schedule, and to reimburse Terradyne for all reasonable costs and expenses Terradyne may incur in connection with such activities, including the fees of any attorney Terradyne may retain on its own behalf.

AGREED TO THIS 14 DAY OF October, 2015

SIGNATURE: Marion D. Jehens

TYPED/PRINTED NAME: Marion D Jehens

TITLE: P.E.

FIRM: WCPW



September 30, 2015

Terradyne LAX, Inc.  
1509 W. Alton Avenue  
Santa Ana, California, 92  
Fax: 949.231.1700  
www.terradyne.com

**MDJ**

**Westcoast Public Works Inc.**

20058 Ventura Blvd, #318

Woodland Hills, CA 91364

Ph: (818) 256-9401

Fx: (818) 332-4323

marion@wcpwinc.com

Re: **Storm Water Pollution Prevention Plan  
Pierce Street  
Riverside, California  
Caltrans Contract No. 08-0R4604  
Terradyne Proposal No.: LP153028-J**

Dear MDJ:

Terradyne LAX, Inc. (Terradyne) is pleased to submit this estimated budget proposal for Water Pollution Control Program (WPCP) for the above referenced project. Terradyne is a minority owned firm specializing in environmental, geotechnical and civil engineering as well as construction materials testing. With five offices located throughout the United States (Southern California, Denver, Dallas, Austin and Pittsburgh,) Terradyne has the technical capabilities, personnel, equipment resources and local expertise to provide you with superior testing and inspection services.

**Per the attached assumptions, SWPPP estimate with unit rates and "Standard Terms and Conditions," Terradyne shall provide experienced personnel to perform inspection services in general accordance with the project specifications. The actual costs for SWPPP services can decrease or increase with changes in the scope of work or with the contractor's work method.** If this proposal meets your approval, please sign in the space provided and return one copy of the proposal intact. We will proceed with the work upon receipt of a signed proposal.

We are looking forward to providing services to Westcoast Public Works Inc. during construction of the Pierce Street in Riverside, California. For your convenience, you may also contact our Project Manager, Gabrielle Zamora at 714-273-8883. Please do not hesitate to contact us should you have any questions or comments. Thanks in advance for your consideration.

Very Truly Yours,  
**Terradyne LAX, Inc.**

Jasmin Palaniappan  
Business Development Associate

Attachments: Project Assumptions  
Estimated SWPPP Cost Breakdown  
Standard Terms and Conditions

*Pierce Street, Riverside, CA – Terradyne Proposal No. LP153028-J*

## PIERCE STREET – RIVERSIDE, CALIFORNIA

### PROJECT ASSUMPTIONS AND EXCLUSIONS

- Project will be Risk Level 1 or 2 according to State General Permit for Storm Water Discharges from a construction site. NOI and submittals to the State Water Board for purposes of obtaining a WDI# number are included in the cost of the WPCP or SWPPP manual.
- Quarterly Non-Storm Water Discharge inspections shall be done at the same time as a weekly inspection at no additional fee.
- Weekly training materials will be provided, but it is the contractor's responsibility to give out information at weekly tailgate meetings.
- Project duration estimated at 25 weeks. Overall cost may increase or decrease based on actual construction timeline.
- Pre-Storm, Storm Event and After Storm Inspections will be billed at unit rates shown below based on predicted and actual rain events.
- EXCLUDES ANY OVERTIME. Overtime will be billed out for any hours over 8 hours between 7 AM and 7 PM and any hours between 7 PM and 7 AM as well as Saturdays and DOUBLE TIME on Sundays.
- Consulting services related to any of the following tasks may be completed by Terradyne if negotiated under a separate contract, but are presently specifically excluded from the proposal.
  - BMP implementation and BMP maintenance
  - Preparation of Rain Event Action Plans (REAPs)
  - Storm water sampling
  - Hazardous wastes
  - Construction Administration
  - Environmental Studies
  - Site Plan Preparation / Studies
  - All other services not specifically set forth in the above scope of work

### ESTIMATED SWPPP COST BREAKDOWN

Description	Unit	Quantity	Unit Price	Item Total
<b>A. Prepare Storm Water Pollution Prevention Plan</b>				
Risk Level 1	Each		\$1,250.00	\$0.00
Risk Level 2 (if necessary)	Each	1	\$1,550.00	\$1,550.00
			<b>Sub-Total</b>	<b>\$1,550.00</b>
<b>B. Site Inspections</b>				
Weekly Site Inspections (quarterly inspections included)	Each	25	\$275.00	\$6,875.00
Storm Water Sampling and Analysis Day	Each		\$275.00	\$0.00
Prepare Sampling Reports (if necessary)	Each		\$75.00	\$0.00
Pre-Storm Inspections	Each		\$275.00	\$0.00
Rain Event Action Plan	Each		\$75.00	\$0.00
Post-Storm Inspections	Each		\$275.00	\$0.00
			<b>Sub-Total</b>	<b>\$6,875.00</b>
<b>C. Annual Report</b>				
	Each	2	\$750.00	\$1,500.00
			<b>Sub-Total</b>	<b>\$1,500.00</b>
<b>D. Notice of Termination</b>				
	Each		\$500.00	\$0.00
			<b>Sub-Total</b>	<b>\$0.00</b>
<b>SWPPP Testing Estimate</b>				<b>\$9,925.00</b>

Agreed to for a total commitment of \$12,435.00 including Job Site Management.

Marion D Jehens, P.E., WCPW, 10/14/2015

*Marion D. Jehens*

APPROVED

Pierce Street, Riverside, CA – Terradyne Proposal No. LP153028-J

## **STANDARD TERMS & CONDITIONS**

**Parties and Scope of Work** Terradyne, LLC shall include said company or its particular subsidiary or affiliate performing the work and owners, employees, partners, members, officers, directors and agents. All work including additional work ordered by client shall also be subjected to these Standard Terms and Conditions. If client is ordering the work on behalf of another, Client represents and warrants that it is the duly authorized agent of said party for the purpose of ordering and directing said work. Client shall communicate these Standard Terms and Conditions to each and every third party to whom client transmits any part of Terradyne's work. Terradyne should have no duty or obligation to any third party greater than that set forth in Terradyne's proposal. The ordering of work from Terradyne, or the reliance on any of Terradyne's work shall constitute acceptance of the term of Terradyne's proposal and these Standard Terms and Conditions, regardless of the terms of any subsequently issued document.

**Invoicing & Payment** Invoices are due and payable upon receipt, unless specific arrangements have been made. Accounts become delinquent 30 days after the invoice date. Any balance remaining unpaid on the account 30 days after the invoice date shall be subject to a finance charge, at a periodic rate of 1.50% per month, which is an annual percentage rate of 18%. Terradyne computes the finance charge by applying the periodic rate to the adjusted balance of your account. Taking the balance owed by the client at the end of the previous billing cycle and subtracting all payments and credits received during the present billing cycle determines the balance. To avoid the finance charge, clients must pay the new balance shown on the billing statement within 30 days following the presentation of the billing. The client will be held responsible for any and all costs related to collections, including attorney's fees.

**Confidentiality** Inherent in our dealings with clients, as a third party independent consulting engineering company, is the confidentiality of all work performed for any client. All plans and/or reports are submitted for the exclusive use of the client to whom it is addressed.

**Prevailing Wages** This proposal specifically excludes compliance with any project labor agreement, labor agreement, or other union or apprenticeship requirements. In addition, unless explicitly agreed to in the body of this proposal, this proposal specifically excludes compliance with any state or federal prevailing wage law or associated requirements, including the Davis Bacon Act. Due to the professional nature of its services Terradyne is generally exempt from the Davis Bacon Act prevailing wage schemes. It is agreed that no applicable prevailing wage classification or wage rate has been provided to Terradyne, and that all wages and cost estimates contained herein are based solely upon standard, non-prevailing wage rates. Should it later be determined by the Owner or any applicable agency that in fact prevailing wage applies, then it is agreed that the contract value of this agreement shall be equitably adjusted to account for such changed circumstances. These exclusions shall survive the completion of the project and shall be merged into any subsequently executed documents between the parties, regardless of the terms of such agreement. Client will reimburse, defend, indemnify and hold harmless Terradyne from and against any liability resulting from a subsequent determination that prevailing wage regulations cover the Project, including all costs, fines and attorney's fees.

**Reports** The significance of the report is subject to the adequacy and representative character of the samples, and the comprehensiveness of the test, examination or surveys. No quotation from our reports or use of Terradyne name is permitted except as authorized by Terradyne in writing.

**Samples** Sampling and testing is performed in general accordance with applicable standard test methods except when otherwise noted. Samples will be discarded 30 days after completion of the test. Upon written request by the client, Samples will be returned and/ or stored at an agreeable charge.

**Property Surveys** The location of existing and proposed improvement; wells and/or drain fields are not the result of a property survey. Improvement locations are approximate. It is the property owner's responsibility to define property boundaries and ensure all onsite improvements are located within the platted site and out of inappropriate easements. All separation distances are to be verified prior to excavation.

**Representations and Limitations of Professional Liability** No representations, expressed or implied, are made or intended by the rendering of consulting services or by the furnishing of oral or written report of the findings and laboratory tests performed. Terradyne makes no implied warranty of fitness for a particular purpose or warranty of merchantability or any other express or implied warranties whatsoever. Terradyne's (including its owners, agents and employees jointly) liability for damages, due to breach of contract, breach of warranty, professional negligence, any act or omission arising out of the performance of this Agreement, or for any and all other reasons whatsoever will be limited to a sum not to exceed \$10,000 or fee paid whichever is greater, and the amount of the limitation of liability shall include liability for attorney's fees, litigation expenses and costs.

**Utilities** Terradyne will contact the local one-call public utility locator service and take reasonable precautions to avoid damage or injury to identified underground structures or utilities. Client shall provide any documents necessary or helpful in locating all private underground structures and utilities. Client shall assume responsibility for the accuracy of any information provided. Client agrees to hold harmless, defend, and indemnify Terradyne for any damages to underground structures and utilities, and any damage, injury or death arising directly or indirectly there from, which were not identified on the documents furnished, or by local utility identification agencies.

Miranda Logistics Enterprise LLC -  
DBE/SBE/MBE Certified  
2202 S Figueroa St. #437  
Los Angeles, CA 90007 US



Estimate 2083

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

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

DATE  
10/14/2015

PLEASE PAY  
\$159,840.00

EXPIRATION  
DATE  
10/30/2015

PROJECT  
08-0R4604

SERVICE DATE	ACTIVITY	QTY	RATE	AMOUNT
TBD	LI #18 - 4" TO 8" RED RIVER COBBLE ROCK, Freight = 62.00 / Ton, incl.	1,400 Tons	90.60	126,840.00
TBD	LI #19 - 3/4" CRUSHED ROCK, Freight = 12.00 / Ton, incl.	1,200 Tons	27.50	33,000.00

Inclusions: End Dump Transportation (22 ton capacity),  
Full DBE Credit For Trucking  
60% DBE Credit on Materials

TOTAL \$159,840.00

Exclusions: Loading, street sweeper, BOE FEE (+5.72/ton, if no letter is on file)

THANK YOU.

Additional Terms: Light Loads are billed a 22 ton minimum & shifts cancelled  
2 hours prior to job start are billed a 6hr minimum @ \$120/hr

Rates contingent upon final quantities

\*\*\*Standard Terms & Conditions Apply\*\*\*

**APPROVED**

Accepted By

Accepted Date

*Marion D. Jenkins*

10/14/2015

# [Miranda Logistics Enterprise LLC]

Attachment A

www.miranda-logistics.com

## Trucking Price List

NAICS: 484220

Project: 08-0R4604

Day Shift			
Service ID	Service Type	# of Trucks	Price per Hour
M-F	Super 10	130	\$85.00
Weekends	Super 10	130	\$85.00
M-F	Low-Side End Dump	75	\$98.00
Weekends	Low-Side End Dump	75	\$98.00
M-F	High-Side End Dump	30	\$110.00
Weekends	High-Side End Dump	30	\$110.00
M-F	Bottom-Dump	120	\$98.00
M-F	Bottom-Dump	120	\$98.00
M-F	Transfer Truck	15	\$115.00
Weekends	Transfer Truck	15	\$115.00
M-F	Flat Beds	30	\$110.00
Weekends	Flat Beds	30	\$110.00
Night Shift			
Service ID	Service Type	# of Trucks	Price per Hour
M-F	Super 10	130	\$85.00
Weekends	Super 10	130	\$85.00
M-F	Low-Side End Dump	36	\$98.00
Weekends	Low-Side End Dump	36	\$98.00
M-F	High-Side End Dump	30	\$110.00
Weekends	High-Side End Dump	30	\$110.00
M-F	Bottom-Dump	120	\$98.00
Weekends	Bottom-Dump	120	\$98.00
M-F	Transfer Truck	15	\$115.00
Weekends	Transfer Truck	15	\$115.00
M-F	Flat Beds	30	\$110.00
M-F	Flat Beds	30	\$110.00
Hourly Trucking Equipment			

**Hazardous Waste Transporter & Supplier of Aggregate Materials**  
**CARB Compliant**  
**DBE/SBE/MBE/LSBE**

**Standard Terms & Conditions Apply**  
**Owner Operated & Prevailing Wage Rates Included**

Line Item 18, Rock Blanket Trucking for 1,400 Tons @ 62.00 / Ton = 86,800.00, Material @ 28.60 / Ton = 40,040.00

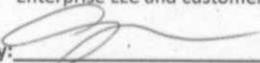
Line Item 19, Gravel Mulch Trucking for 1,200 Tons @ 12.00 / Ton = 14,400.00 Material @ 15.50 / Ton = 18,600.00

Date: 10/14/2015	Authorized Rep: (print) Marion D. Jehens, P.E., WCPW
Company: WCPW	Signature:

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

# Standard Terms & Conditions

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

Offer by:   
Company: Miranda Logistics Enterprise LLC  
Date: 10/16/15

Accepted by: Marion D. Jehens, P.E. WCPW  
Company: WestCoast Public Works  
Date: 10/14/2015



**Metro**

Los Angeles County  
Metropolitan Transportation Authority

One Gateway Plaza  
Los Angeles, CA 90012-2952

213.922.2000 Tel  
metro.net

**CALIFORNIA UNIFIED CERTIFICATION PROGRAM**



February 19, 2013

**CUCP #39978**  
**Metro File # 5770**

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

**RE: Disadvantaged Business Enterprise Certification**

Dear Mr. Miranda:

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

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

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

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

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

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

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

Sincerely,

  
Shirley Wong  
Certification Representative  
Diversity & Economic Opportunity Department



**Metro**

Los Angeles County  
Metropolitan Transportation Authority

One Gateway Plaza  
Los Angeles, CA 90012-2952

213.922.2000 Tel  
metro.net

February 19, 2013

**Metro File # 5770**

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

**Re: Small Business Enterprise Certification**

Dear Mr. Miranda:

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

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

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

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

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

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

Sincerely,

  
Shirley Wong  
Certification Representative  
Diversity & Economic Opportunity Department

# CALIFORNIA UNIFIED CERTIFICATION PROGRAM DISADVANTAGED BUSINESS ENTERPRISE CERTIFICATE

MIRANDA LOGISTICS ENTERPRISE, LLC

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

Owner: MARCO MIRANDA

Business Structure: LIMITED LIABILITY COMPANY

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

NAICS Code(s) \* Indicates primary NAICS code

- \* 488510 Freight Transportation Arrangement
- 484220 Specialized Freight (except Used Goods) Trucking, Local
- 562112 Hazardous Waste Collection
- 484110 General Freight Trucking, Local
- 562111 Solid Waste Collection

Work Category Code(s)

C9774 TRUCKER  
E4953 WASTE COLLECTION AND DISPOSAL

E4730 FREIGHT TRANSPORTATION ARRANGEMENT

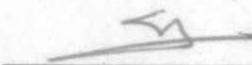
Licenses

UNIFIED CERTIFICATION PROGRAM

**CERTIFYING AGENCY:**

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

UCP Firm Number : 39978

  
CUCP OFFICER

February 27, 2013

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

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

Description of Outreach	Dates	Location (if applicable)	Results

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**NOTE:** USE ADDITIONAL SHEETS OF PAPER IF NECESSARY.

**ADA Notice**

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





# Third Bidder 08



**Caltrans**<sup>®</sup>

STATE OF CALIFORNIA

DEPARTMENT OF TRANSPORTATION

## FORMS FOR BID

FOR CONSTRUCTION ON STATE HIGHWAY IN RIVERSIDE COUNTY IN THE CITY AND  
COUNTY OF RIVERSIDE FROM PIERCE STREET UNDERCROSSING TO 0.3 MILE  
WEST OF TYLER STREET UNDERCROSSING.

In District 08 On Route 91

Under

---

*Notice to Bidders and Special Provisions* dated August 31, 2015

*Standard Specifications* dated 2010

Project plans approved April 1, 2015

*Standard Plans* dated 2010

---

To be submitted conjointly with

Electronic *Bid* book dated August 31, 2015

Identified by

Contract No. 08-0R4604

08-Riv-91-10.8/12.90

Project ID 0812000086

Federal-Aid Project

ACNHP-P091(141)E

Bids open Tuesday, September 22, 2015

Dated August 31, 2015  
AADD

# WEST COAST PUBLIC WORKS, INC.

GENERAL ENGINEERING CONTRACTOR - LIC # 949582  
20058 VENTURA BLVD. #318 WOODLAND HILLS, CA 91364  
(818) 206-9990 FAX: (818) 206-4423



# Third Bidder

October 16, 2015

MS 43  
OFFICE ENGINEER  
DEPARTMENT OF TRANSPORTATION  
1727 30TH STREET  
SACRAMENTO, CA 95816-7005 *Phone # (916) - 227-6299*  
Subject: 08-0R4604, DBE Commitment Proposals / Backup Documents

Dear DOT ,  
Please see attached DBE Commitment proposals for our submitted bid on project 08-0R4604, bid date of 10/14/2015.

Please call if there are any questions or additional considerations.

Sincerely, Marion D. Jehens

*Marion D Jehens*

Marion D. Jehens, P.E.  
West Coast Public Works, Inc  
818.256.9401  
marion@wcpwinc.com

*Jed Ex # 183693786*

*21.00.01  
10.20.15  
2014  
Jed*