

# Low Bidder

04-28-14P01:09 RCVD

STATE OF CALIFORNIA • DEPARTMENT OF TRANSPORTATION  
**CALTRANS BIDDER - DBE - COMMITMENT**  
 DES-OE-0102.10C (NEW 06/2012)

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

CONTRACT NO:

**07-4Y9704**

BID AMOUNT:

\$

**2,882,789<sup>00</sup>**

BID OPENING DATE:

**APRIL 24, 2014**

BIDDER'S NAME:

**SECURITY PAVING COMPANY, INC.**

DBE GOAL FROM CONTRACT, %:

**6**

DBE PRIME CONTRACTOR CERTIFICATION<sup>1</sup>:

**N/A**

BID ITEM NO.	ITEM OF WORK AND DESCRIPTION OF SERVICES TO BE SUBCONTRACTED OR MATERIALS TO BE PROVIDED <sup>2</sup>	FOR CALTRANS USE ONLY	NAME OF DBEs (Must be certified on the date bids are opened - include Caltrans certification #, DBE address and phone number) (Indicate 2nd and lower tier subcontractors)	DOLLAR AMOUNT DBE <sup>3</sup>
8	SUPPLY ASPHALT CONCRETE PAVING OIL TO VULCAN MATERIALS		E.M. OIL TRANSPORT CERT #10447 1145 SOUTH TAYLOR AVE. MONTEBELLO, CA 90640	\$512,087 <sup>02</sup>

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

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

Submit to:

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

Total Claimed Participation

\$ 512,087<sup>02</sup>

17.8 %

Signature of Bidder

**JOSEPH FERDINO, VICE PRESIDENT**

4/16/14

Date

**(818)362-9200**

(Area Code) Tel. No.

**NICK FERDINO**

Person to Contact

( Please Type or Print)

**ADA Notice**

For individuals with sensory disabilities, this document is available in alternate formats. For information call (916) 654-6410 or TDD (916) 654-3880 or write Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814.

**Quotation**



**Attn:** Nick Ferndino Fax (818) 767-3169 nferndir

**Quote Name:** 07-4Y9704 Route 101

**Quote #:** 122343

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

**Route 101 from Moorpark UC to**  
 Pilgrimage OC  
 UNIVERSAL CITY, CA 91608

<b>Date:</b> Thursday, April 24, 2014	<b>Sales Rep :</b> Bill Watts
<b>Quote Created:</b> Wednesday, April 23, 2014	
<b>Effective From:</b> Wednesday, April 23, 2014	<b>Phone:</b> 818-406-7841
<b>Quote Expiration:</b> Friday, May 23, 2014	<b>Fax :</b> 626-969-6143
<b>Price Expiration:</b> Wednesday, December 31, 2014	<b>Email:</b> wattsb@vmcmail.com

**Special Instructions:**

Price includes DBE using EMOT.  
 Haul quoted is for end dumps.  
 RHMA price based on up to 30 shifts.

**ASPHALT**

Plant	Product Name	Product #	QtyU/M	FOB Plant	Haul Rate	Delivered
IRWINDALE HMA	1/2IN RHMA-G-SP	326105	23,100 Tons	\$63.00	10.00	\$73.00
		<b>Truck Type</b>	<b>STD FRT RATE</b>			
IRWINDALE HMA	ST3/8 BERM PG70-10	421501	1 Tons	\$75.00	10.00	\$85.00
		<b>Truck Type</b>	<b>STD FRT RATE</b>			

**Other Charges**

Environmental Fee at \$3.00 / Load

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

Prices are FOB your jobsite as stated above. Terms are Net 30. 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.

## GENERAL TERMS AND CONDITIONS

### PRICES AND TERMS

Any sale by Vulcan Construction Materials, LP, Vulcan Materials Company, West Region, Triangle Rock Products, Inc. and/or Palomar Transit Mix Co. ("Vulcan"), to the buyer listed on page 1 of this Quotation ("Customer") shall be subject to the terms and conditions 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 this Quotation, plus or minus such quantities as may be determined in Vulcan's sole discretion. A delinquency charge of 1 1/2% per month, or such maximum rate allowable by applicable law, will be imposed upon all invoice amounts delinquent, before and after judgment. Quotation is offered for furnishing the total aggregate requirements for the project only. 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. 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.

### 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 regardless of the manner of transport of the material to Customer. Any and all trucking costs, freight charges, and other charges for transportation of the material after delivery F.O.B. Vulcan's plant shall be borne and paid by Customer, regardless of whether Vulcan arranges for said transportation. All haul prices quoted are based on cost of transportation at the time of the quote. Any increase or decrease in the same will affect these prices accordingly. Customer agrees to provide suitable roadways or approaches to points of delivery when materials are to be delivered by trucks in places other than paved streets. If such suitable roadways or approaches are not provided, Vulcan reserves the right to stop deliveries until this condition is remedied. If materials are required to be dumped on street, Customer must first secure a permit to do so. Shipment will be in accordance with Customer's reasonable instructions, subject to Vulcan's prior express agreement regarding Customer's proposed schedule, or, if none, then by whatever means Vulcan shall deem practicable. Vulcan's obligation to deliver is and is further subject to the availability of transportation and the availability of the material. Specified delivery dates and times are approximations only, and Vulcan shall incur no liability for failure to deliver on such dates or at such times. 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 materials 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 but not limited to attorneys' fees, including attorneys fees incurred in connection with the foreclosing of any mechanic's lien filed by Vulcan or recovery by Vulcan on a stop notice or payment bond.

### 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 or other labor problems (whether existing or threatened), severe weather conditions, casualty, mechanical breakdown, earthquake, power interruptions or brownouts, fires embargos, civil unrest, regulations by government, including but not limited to rationing, or other conditions beyond Vulcan's reasonable control. In no event shall Vulcan be liable for any incidental or consequential damages. Deliveries are also subject to all applicable priorities now or hereafter established by any public authority in any way affecting Vulcan's ability to procure, process or deliver the materials (or labor) herein described. Items not of Vulcan's own manufacture are sold subject to Vulcan's continuing ability to procure same from Vulcan's regular source or sources of supply, and at Vulcan's present cost. In the event of an increase in Vulcan's cost of any such item effective prior to final delivery of such item hereunder, the price of such item herein quoted as to the quantity then remaining undelivered hereunder shall be correspondingly increased. Vulcan's liability and Customer's exclusive remedy for any cause of action arising out of the materials which are the subject of this Quotation shall be the replacement of, or payment of the purchase price for, such materials.

### CHANGE OF TERMS

Vulcan may change the price, quantity, and/or any other terms and conditions of this Quotation upon 30 days' notice to Customer.

### APPLICABLE LAW

All orders are subject to acceptance by Vulcan in writing, and the laws of the state in which the materials are delivered shall apply to the sale of all materials subject hereto.

### 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.**

DATE 04-24-2014

FROM : E M OIL TRANSPORT

1145 S. TAYLOR  
MONTEBELLO, CA 90640  
323-722-9088  
FAX 323-722-5459  
CELL MIKE PRYOR 818-336-0771  
mike.pryor@emoiltransport.com

DUNS # 824736110 SBE# 37828 CAGE CODE# 4RQ42 TIN#  
95-4508238

UDBE/SBE/MBE/WBE

DATE	
DODGE NUMBER	201400478363
CUSTOMER/JOB	07-4Y9704 Route 101
AGENCY	Caltrans
INDXD 5%CRUDE AVG	YES APR 2014 573.70
JOB LOCATION	Route 101 from Pilgarmage OC to Moorpark UC
UDBE/SBE/DVBE REQ	DBE
PLANT SOURCE	Sun Valley \$19.00/TON and Irwindale \$21.00

JOB DATES/EXPIRATION 3/31/2015

NOTES Need DBE prices

Price fob LTR SOUTHGATE :

PG 64-16 1,400 TONS at \$537.75/ton

PRICE DOES NOT INCLUDE TAX OR ENVIRONMENTAL FEES

PRICE EXPIRES 12-31-2015

MATERIAL % \$537.75/T  
+ 8.75% TAX  
\$584.81

MAT. % \$584.81/T x 1,377T = \$805,283.37 x 60% = \$483,170.02

HAUL % 1,377T x \$21.00/T = \$28,917.00

TOTAL DBE % \$512,087.02

6% DBE  
GOAL

**Search Returned 1 Records**

Thu Apr 24 09:50:29 PDT 2014

**Query Criteria**

Firm/DBA Name: oil transport

Firm Type: DBE

---

<b>Firm ID</b>	10447
<b>Firm/DBA Name</b>	E. M. OIL TRANSPORT, INC.
<b>Address Line1</b>	1145 SOUTH TAYLOR AVENUE
<b>Address Line2</b>	
<b>City</b>	MONTEBELLO
<b>State</b>	CA
<b>Zip Code1</b>	90640
<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>E-Mail</b>	emoiltransport@sbcglobal.net
<b>Contact Name</b>	LUZ A. MARTINEZ
<b>Area Code</b>	( 323 )
<b>Phone Number</b>	722-9088
<b>Fax Area Code</b>	( 323 )
<b>Fax Phone Number</b>	722-5459
<b>Agency Name</b>	DEPARTMENT OF TRANSPORTATION
<b>Counties</b>	19; 30; 33; 36;
<b>Districts</b>	07; 08; 12;
<b>DBE NAICS</b>	237310;

**ACDBE NAICS**

<b>Work Codes</b>	C0624 PETROLEUM, OIL, LUBRICANTS SUPPLIER; C2201 FINISHING ROADWAY;
<b>Licenses</b>	C12 Earthwork and Paving Contractor;
<b>Trucks</b>	
<b>Gender</b>	F
<b>Ethnicity</b>	HISPANIC
<b>Firm Type</b>	DBE

# SECURITY PAVING COMPANY, INC.

13170 TELFAIR AVE  
SYLMAR, CA 91342

(818) 362-9200 FAX (818) 362-9300

# Low Bidder

## LETTER OF TRANSMITTAL

Date: 25-Apr-2014	Job No.: 07-4Y9704
Attention: Office Engineer	
Re: DBE Commitment Form	

TO: MSC 43 - Office Engineer  
 Department of Transportation  
 1727 30th Street  
 Sacramento, CA 95816

**WE ARE SENDING YOU**

<input checked="" type="checkbox"/> Attached	<input type="checkbox"/> Under separate cover via _____ the following items:
<input type="checkbox"/> Shop Drawings	<input type="checkbox"/> Plans
<input type="checkbox"/> Prints	<input type="checkbox"/> Samples
<input type="checkbox"/> Copy of Letter	<input type="checkbox"/> Change Order
<input type="checkbox"/> Specification	<input type="checkbox"/> _____

Copies	Date	No.	Description
1	4/24/2014	6 pages	DBE Commitment Form for 07-4Y9704 and Supporting Documentation

**THESE ARE TRANSMITTED as checked below:**

<input type="checkbox"/> For Approval	<input type="checkbox"/> Approved As Submitted	<input type="checkbox"/> Resubmit _____ Copies For Approval
<input type="checkbox"/> For Your Use	<input type="checkbox"/> Approved As Notec	<input type="checkbox"/> Submit _____ Copies For Distribution
<input type="checkbox"/> As Requested	<input type="checkbox"/> Returned For Corrections	<input type="checkbox"/> Return _____ Corrected Prints
<input type="checkbox"/> For Review and Comment	<input type="checkbox"/> _____	
<input checked="" type="checkbox"/> For Bids Due <u>4/24/14</u>	<input type="checkbox"/> PRINTS RETURNED AFTER LOAN TO US	

REMARKS:

---



---



---



---



---



---



---



---



---



---

COPY TO: \_\_\_\_\_

SIGNED: Nick Ferndino  
 Nick Ferndino  
 Project Manager/Estimator

If enclosures are not as noted, kindly notify us at once.