

Low Bidder

05-20-14A10:21 RCVD

DISTRICT-COUNTY-ROUTE: 11 - SD - 24.1/34.9
 CONTRACT NO.: 11-2M6304
 TOTAL BID: 4,294,738
 BID OPENING DATE: 5/15/14
 BIDDER'S NAME: HAZARD CONSTRUCTION COMPANY
 DVBE PRIME CONTRACTOR CERTIFICATION ¹ _____

Bid Item Number	Description of Work to Be Subcontracted to DVBE or Materials to Be Supplied by DVBE ²	For Caltrans Only	DVBE (Name, Telephone No., and Certification No.)	\$ Amount
12(P) & 13(P)	Freight of Emulsified Recycling Agent & Fog Seal (CIR)		Dependable Petroleum Products, Inc. 707-321-5524 DVBE # 61779	\$ 27,326

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

Total Claimed Participation	\$ <u>SEE NEXT</u> %
------------------------------------	-------------------------

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

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

Signature of Bidder _____ Date _____
 (Area Code) Telephone Number _____
 Contact Person _____ (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.

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

DISTRICT-COUNTY-ROUTE: 11 - SD - 24.1/34.9
 CONTRACT NO.: 11-2M6304
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Bid Item Number	Description of Work to Be Subcontracted to DVBE or Materials to Be Supplied by DVBE ²	For Caltrans Only	DVBE (Name, Telephone No., and Certification No.)	\$ Amount
22(P)	Field Quality Control Testing of R-HMA		Southern California Soil & Testing Inc PH: 619-280-4321 DVBE # 49756	\$26,072

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Bid Item Number	Description of Work to Be Subcontracted to DVBE or Materials to Be Supplied by DVBE ²	For Caltrans Only	DVBE (Name, Telephone No., and Certification No.)	\$ Amount
1	Lead Compliance Plan		Global Environmental Network, Inc. PH: 800-230-6944 DVBE # 24765	\$785
6	Water Pollution Control Plan			\$465

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 Contact Person _____ (Type or Print)

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DISTRICT-COUNTY-ROUTE: 11 - SD - 24.1/34.9
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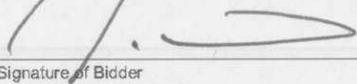
Bid Item Number	Description of Work to Be Subcontracted to DVBE or Materials to Be Supplied by DVBE ²	For Caltrans Only	DVBE (Name, Telephone No., and Certification No.)	\$ Amount
3	Flagging for Traffic Control		Mallard Construction Inc. PH: 760-550-1645 DVBE # 1748928	\$84,500 -

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

Total Claimed Participation	\$ 139,148 - 3.24 %
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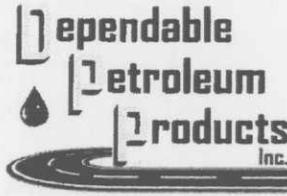
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 DEPARTMENT OF TRANSPORTATION
 1727 30TH STREET
 SACRAMENTO, CA 95816-7005

 5/16/14
 Signature of Bidder Date

858-587-3600
 (Area Code) Telephone Number
JASON A. MORDHORST, VICE PRESIDENT
 Contact Person (Type or Print)

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To: Don Sante

Company: Pavement Recycling

EFT Transmittal

FAX Number: 951-682-1094

Date: 05/14/2014

No Pages: 1

From: Peter Mosher

x 31 TONS For Fog Seal

Contract No: 11-2M6304

Project Name: Rt 76 Pala & Pauma Valley CIPR

Bid Date: May 15, 2014

*Bid Item
12 & 13*

PRODUCT	US TONS	Refinery Location	Freight to Rt. 76 Pala & Pauma Valley
ERA 12	+/- 1,020	Western Emulsion	\$ 26/ton
13	<i>31</i>	<i>Fog Seal</i>	
Totals	<i>1051</i>		\$26,520 <i>\$27,326</i>

Dependable Petroleum Products, Inc. (DPP, Inc) is a certified SB/DVBE.

Certification Number: 61779

Expiration Date: SB March 2016, DVBE March 2016

- Above price for freight of above product is based on full loads (minimum 24 tons)
- This quote does NOT include sales/use tax or oil spill fund.
- Terms: Net 30 Days; subject to credit approval
- Diesel Fuel Surcharge (DFSC) is included in this quote. 5% increase in DFSC if diesel costs reach \$5/gallon
- THESE PRICES ARE VALID FOR 15 DAYS FROM THE DATE OF THIS QUOTE
- THIS QUOTE DOES NOT GUARANTEE SUPPLY OR TRANSPORTATION UNTIL WE RECEIVE A SIGNED ACCEPTANCE TO CONFIRM THIS QUOTE. UPON ACCEPTANCE DPPINC GUARANTEES TRANSPORTATION.
- 100% of this quote may be applied to the DVBE goal

SIGNED ACCEPTANCE _____ DATE _____



Department of
General Services

BUILDING GREEN · BUYING GREEN · WORKING GREEN

DEPENDABLE PETROLEUM PRODUCTS INC - #61779

SUPPLIER PROFILE

Legal Business Name	DEPENDABLE PETROLEUM PRODUCTS INC		
Doing Business As	DEPENDABLE PETROLEUM PRODUCTS INC		
Address	312 ESSEX PLACE VACAVILLE, CA 95687	Phone	(707) 321-5524
		FAX	(707) 451-9665
Email	dppinc@comcast.net		
Business Types	Non-Manufacturer		
Service Areas	Alameda, Alpine, Amador, Butte, Calaveras, Colusa, Contra Costa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Imperial, Inyo, Kern, Kings, Lake, Lassen, Madera, Marin, Mariposa, Mendocino, Merced, Modoc, Mono, Monterey, Napa, Nevada, Placer, Plumas, Sacramento, San Benito, San Bernardino, San Diego, San Francisco, San Joaquin, San Luis Obispo, San Mateo, Santa Barbara, Santa Clara, Santa Cruz, Shasta, Sierra, Siskiyou, Solano, Sonoma, Stanislaus, Sutter, Tehama, Trinity, Tulare, Tuolumne, Ventura, Yolo, Yuba,		
Keywords	ASPHALT PETROLEUM PRODUCTS TRANSPORTATION, ASPHALT OIL HAULING TRUCKING, DVBE DISABLED VETERAN BUSINESS ENTERPRISE CERTIFIED, MATERIALS ASPHALT OIL BINDER DEALER WHOLESALER		
Classifications	301216 - Asphalts		

Active Certifications

TYPE	STATUS	FROM	TO
SB	Approved	Mar 5, 2014	Mar 31, 2016
DVBE	Approved	Mar 5, 2014	Mar 31, 2016

Certification History

TYPE	STATUS	FROM	TO
DVBE	Expired	Mar 5, 2013	Mar 31, 2014
SB	Expired	Mar 5, 2013	Mar 31, 2014
DVBE	Expired	Mar 26, 2012	Apr 30, 2013
SB	Expired	Mar 25, 2012	Mar 31, 2013
DVBE	Expired	Apr 14, 2011	Apr 30, 2012
SB (Micro)	Expired	Mar 16, 2010	Apr 30, 2012
DVBE	Expired	Apr 21, 2010	Apr 30, 2011
DVBE	Expired	Mar 26, 2009	Mar 31, 2010
SB	Expired	Mar 26, 2009	Mar 31, 2010



**SOUTHERN CALIFORNIA
SOIL & TESTING, INC.**
SBE | SLBE | DVBE | SDVOSB

San Diego
619.280.4321

Indio
760.775.5983

Beaumont
910.381.7188

Toll Free
877.215.4321

6280 Riverdale Street
San Diego, CA 92120

83-740 Citrus Avenue, Suite G
Indio, CA 92201-3438

514 N. California Avenue, Suite 5
Beaumont, CA 92223

www.scst.com

May 14, 2014

SCS&T Proposal No. 14-0242

**Mr. Chad Opper
Hazard Construction
6465 Marindustry Drive
San Diego, California 92121**

Subject: BUDGET ESTIMATE FOR
ASPHALT CONCRETE TESTING SERVICES
11-2M6304 SR-76 COLD IN-PLACE RECYCLING
SAN DIEGO COUNTY, CALIFORNIA

Dear Mr. Opper:

In accordance with your request, Southern California Soil and Testing, Inc. (SCS&T) is pleased to submit this budget estimate to provide quality control testing services for the subject project. We understand our work will consist of providing quality control testing services in accordance with Caltrans Section 39.

COST INFORMATION

We propose to provide our services on a time and materials basis according to the Schedule of Fees included in this budget estimate. Based on the above scope, we estimate our fees to be approximately **\$30,612**. A cost table presenting a breakdown of our estimate has been provided in this budget estimate. We will invoice for services performed at the specified unit rates for the quantities shown in the attached budget estimate. The estimated budget covers services specifically outlined in this proposal. Should additional services become necessary and/or requested, the additional services will be invoiced in accordance with the rates listed on the attached Schedule of Fees.

DEFINITION OF RESPONSIBILITY

The presence of our field representative will be for the purpose of observing the construction and reporting its general compliance with the approved plans and the applicable building codes. Our work does not include the supervision or direction of the contractor's work, his employees or agents. The contractor is responsible for his/her own work, and neither the presence of our field personnel nor the observation and testing by this firm should excuse him in any way for defects in his work. It should further be understood that we are not responsible for site safety. During the course of a subsurface investigation, heavy equipment may disrupt the site.

LIMITS OF LIABILITY

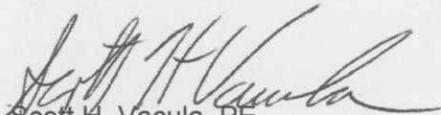
Consultant's liability for damages due to professional negligence will be limited to an amount not to exceed \$50,000 or our fees, whichever is greater. Client further agrees to notify any person or entity who may perform work or provide services in connection with any design, report, or study prepared by Consultant of such limitation of professional liability, and to require, as a condition precedent to their performing any work or providing any services on the project, their written agreement that this limitation of Consultant's liability to all persons or entities arising out of or related to its services under this Agreement shall not exceed the above-stated limits. Because of the nature of subsurface investigations, we may cause damage to your site. It shall be the responsibility of the client and not SCS&T to return the site to its original condition.

AUTHORIZATION

This budget estimate will be valid for 90 days. SCS&T will accept authorization to proceed upon approval of this proposal and receipt of the Professional Services Agreement signed by an officer of your company. We will in turn, send you a fully executed original for your records. SCS&T appreciates this opportunity to provide our professional services and is most interested in becoming a member of your consultant team. SCS&T has considerable experience in successfully providing these services and we are confident that we can provide them in a timely and cost effective manner.

Should you have any questions regarding this budget estimate or if we may be of further service, please contact our office at 619.280.4321.

Respectfully Submitted,
SOUTHERN CALIFORNIA SOIL AND TESTING, INC.


Scott H. Vacula, PE
Senior Engineer

SHV:aw

Attachments: Budget Estimate
2014 Adjusted Schedule of Fees
Professional Services Agreement

(1) Addressee via e-mail: COpper@hazardconstruction.com



**BUDGET ESTIMATE SUMMARY
 ASPHALT CONCRETE TESTING SERVICES**

	Estimated Hours/Unit		Rate/Unit	Total Cost
FIELD SERVICES				
DEPUTY INSPECTOR/TECHNICIAN				\$14,288.00
<i>Asphalt</i>				
Technician - Field (assume approx. 9 days)	72 hours	@	\$106.00 /hour	\$7,632.00 ✓
Technician - Field (OT for 9 days - 4 hrs per day)	36 hours	@	\$126.00 /hour	\$4,536.00 ✓
Technician - Data Cores	20 hours	@	\$106.00 /hour	\$2,120.00 ✓
PROFESSIONAL STAFF				\$3,480.00
Pre-Paving Meeting	2 hours	@	\$140.00 /hour	\$280.00 ✓
Engineer - Project Management - QC Manager	4 hours	@	\$140.00 /hour	\$560.00 ✓
QC Plan	1 ls	@	\$1,200.00 /hour	\$1,200.00 ✓
Staff Engineer - DIME Data Entry	12 hours	@	\$120.00 /hour	\$1,440.00 ✓
SUBTOTAL FOR FIELD SERVICES				\$17,768.00
MATERIALS LAB TESTING				
Unit weight of core samples (Cal 308)	18 tests	@	\$40.00 /test	\$720.00 ✓
Material Sample Pick Ups	9 trips	@	\$66.00 /trip	\$594.00 ✓
Aggregate Gradation (1 per 750 tons)	18 tests	@	\$80.00 /test	\$1,440.00
Asphalt Binder Content (Cal 382)	18 tests	@	\$183.00 /test	\$3,294.00 ✓
Moisture Content (1 per 2,500 tons or per day)	9 tests	@	\$50.00 /test	\$450.00 ✓
Maximum Theoretical Density (Cal 309) (2 per day)	18 tests	@	\$133.00 /test	\$2,394.00 ✓
Stabilometer Value (Cal 366) (1 per 4000 tons or 2 per 5 days)	4 tests	@	\$147.00 /test	\$588.00 ✓
Air Void Content (1 per 4000 tons or 2 per 5 days)	4 tests	@	\$66.00 /test	\$264.00 ✓
Optimum Binder Content (Cal 367) (Assume 1 per project)	1 test	@	\$3,100.00 /test	\$3,100.00
SUBTOTAL FOR MATERIALS LAB TESTING				\$12,844.00 8,304
TOTAL FOR SPECIAL INSPECTION AND MATERIALS TESTING SERVICES				\$30,612.00 26,072



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Beaumont, CA 92223

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Schedule of Fees for Professional Services
Effective January 1, 2014

PROFESSIONAL SERVICES

Engineer/ Geologist

Principal Engineer/Geologist	\$174
Senior Engineer/Geologist	140
Staff Engineer/Geologist	120
Concrete Mix Design Review	174
Deposition and Trial Testimony (4-Hour Minimum, with any time over 4 hours billed as 8 hours)	365

Technician

Soils/Materials/QA-QC Supervisor	\$106
Soils Technician	106
Materials Technician (ACI)	106
QA/QC Technician (Third Party)	87
Floor Flatness (Dip Stick) Technician	208
Coring - Asphalt, Concrete, Masonry and Gunitite	182

Certified Deputy Inspection

Certified Materials Special Inspector	\$87
Certified Building Inspector	98
NDT Technician (UT, MT, DT, VT)	98
Batch Plant Inspector.....	77
OSPHD Inspector A, B	108
OSPHD Inspector C	98
AWS Certified Welding Inspector (Field Welding, Shop Welding, High-Strength Bolting)	98

Miscellaneous

Overtime and Saturday Rate	1.5 x Regular Hourly Rate
Sunday and Nationally Recognized Holiday Rate (including the day after Thanksgiving)	2 x Regular Hourly Rate
Minimum Professional Fee.....	\$520/Project
Minimum Field Services Fee.....	\$415/Project
Rush Surcharge.....	normal rate plus 50%
*Prevailing Wage Hourly Surcharge for Technicians and Inspectors per California Labor Code §720, et. Seq	\$25/hour

TRAVEL

Personnel	Regular Hourly Rate
Per Diem (variable, depending on location)	\$90-170/day
Delivery.....	\$66
Sample Pick up (San Diego, Riverside and San Bernardino Counties)	\$66

EQUIPMENT AND MATERIALS

Nuclear Gauge	Included in Technician Rate
Floor-Level Survey (Zip Level).....	\$62/day
Rebound Hammer (ASTM C805).....	\$11/hour
Generator	\$52/day
Equipment/Materials.....	Cost + 20%
Pachometer	\$11/hour
Hydraulic Jack.....	\$11/hour
Torque Wrench.....	\$11/hour
Concrete Vapor Emission Kits (ASTM F1869).....	\$36/kit
Monarch B25 Spray Nozzle.....	\$26/day
Multi-Nozzle Water Spray Rack ASTM Certified.....	\$210/day
Test Chamber and Water Spray Rack (ASTM E331)	2,185/day

LABORATORY TESTS

Soil and Aggregate

Maximum Density, 4-inch mold (ASTM D1557)	\$200
Maximum Density, 6-inch mold (ASTM D1557)	220
Rock Correction for Maximum Densities	26
Plasticity Index (ASTM D4318)	127
Hydrometer Analysis (ASTM D422)	110
Collapse Potential (ASTM D5333)	110
Expansion Index (ASTM D4829)	177
Sieve Analysis (ASTM D422)	83
Direct Shear, Normal Speed (ASTM D3080)	208
Direct Shear, Slow Speed (ASTM D3080)	332
Resistance Value, R-Value (Cal 301, ASTM D2844)	276
California Bearing Ratio with Max Density C (ASTM D1883)	618
Sand Equivalent (Cal 217, ASTM D2419)	88
Corrosivity (inc. pH, resistivity, soluble chloride, sulfates)	187
Sieve Analysis, Coarse (ASTM C136)	59
Sieve Analysis, Fine (ASTM C136)	74
Specific Gravity, Coarse (ASTM C127)	69
Specific Gravity, Fine (ASTM C127)	69
Durability Index (Cal 227)	224

Asphalt Concrete

Hveem – Maximum Bulk Specific Gravity (Cal 308) per plug	\$133
Hveem and Stabilometer (Cal 308/366) per plug	175
Rice – Maximum Theoretical Specific Gravity (ASTM D2041)	266
Bulk Specific Gravity, Cores (ASTM D1188)	58
Sieve Analysis Extracted Aggregate (ASTM D5444)	89

Percent Bitumen (ASTM D6307)	183
Marshall Density (ASTM D6926) per plug	133
Marshall Density, Stability and Flow (ASTM D6927) per plug ...	175

Masonry

Compressive Strength, Block 8"x 8"x16" (ASTM C140)	\$52
Compressive Strength, Prisms 8"x16"x8" or smaller	110
Compressive Strength, Prisms Larger than 8"x16"x8"	149
Compressive Strength, Grout 3"x3"x6" (ASTM C1019)	27
Compressive Strength, Mortar 2"x4" (ASTM C780)	27
Compressive Strength, Mortar 2"x2" (ASTM C109)	29
Linear Shrinkage, Block (ASTM C426)	252

Concrete

Compressive Strength, Cylinders (ASTM C39)	\$27
Compressive Strength, Core (ASTM C42)	59
Compressive Strength, Shotcrete Panel, 3 cores (ASTM C1140)	290
Splitting Tensile Strength, 6"x12" Cylinder (ASTM C496)	74
Flexural Strength, 6"x6"x24" Beam (ASTM C78)	74
Length Change, Mortar or Concrete (ASTM C157)	371

Metals

Tensile Strength, #3 - #8 Reinforcing Steel (ASTM A615/A706) ..	\$74
Tensile Strength, #9 - #11 (ASTM E8)	90
Bend Test, #3 - #11 Reinforcing Steel (ASTM E8)	45

Additional laboratory testing prices available upon request.

TERMS AND CONDITIONS

All field services will be charged from portal to portal with the following minimum charges:

- A one-hour minimum charge will be applied to materials sampling and sample pickups.
- A two-hour show-up charge will be applied to any service canceled after 4:00 PM the previous day.
- A four-hour minimum charge will be applied to all field services.
- A six-hour charge will be applied to all field services requiring between four and six hours of work.
- An eight-hour charge will be applied to all field services requiring between six and eight hours of work.
- Work in excess of eight hours up to twelve hours in a single day, will be charged in 30-minute increments at 1.5 times the standard rate.
- Work in excess of twelve hours in a day will be charged in one-hour increments at 2.0 times the standard rate.
- The Director of Industrial Relations (DIR) may dictate periodic increases to the prevailing wage during the duration of this project/contract. SCS&T will increase our hourly rate on the effective date determined by the DIR, by a factor of 1.8 times the hourly increase.
- A two and one-half percent (2.5%) fee will be charged for project administrative tasks.
- Certified payroll can be provided if requested. A one-hour administrative charge will be invoiced per pay period.

Work performed by field or laboratory personnel outside of normal business hours (6:30 AM – 5:00 PM) will be charged a premium on a case-by-case basis.

Reimbursables: SCS&T reserves the right to charge for services outside of the contract in the form of reimbursables. These items include, but are not limited to the following consumables: magnetic particle powder, ultrasonic copulent, concrete cylinder cans, etc. The following are also included: mileage, travel time, equipment rental, administrative time utilized for photocopying, distribution lists, express mailing, archive searches, etc.

Subcontracted services that are included on the Fee Schedule will be charged at those rates. Subcontracted services not included in our Fee Schedule will be charged at cost plus 20 percent. Per Diem charges will be applied to projects outside a 50-mile radius of our office. Mileage will be charged at the rate of 50 cents per mile for distances over 50 miles from the location of dispatch.

Invoices for all services completed or in progress will be submitted bi-monthly. These invoices are due in full upon presentation to the client. Invoices outstanding over 30 days will be considered past due. A finance charge will be computed at the rate of 1.5 percent per month, which is an annual rate of 18 percent and charged on all past due accounts. If legal action is brought on delinquent accounts, the prevailing party shall be entitled to recover its reasonable attorney's fees and other costs of collection.

Our professional engineering, geology, and inspection services are performed in accordance with the current standards of practice in the industry. No other warranty or representation, express or implied, is made or intended.

Should any services provided by SCS&T for this project become subject to state or federal prevailing wage requirements, SCS&T will be compensated for those services at prevailing wage rates, from the date these requirements become effective through completion of the project.

Celebrating more than 50 Years in Southern California

SOUTHERN CALIFORNIA SOIL AND TESTING, INC.
2014 PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into at San Diego, California, by and between Southern California Soil and Testing, Inc. a California corporation, hereinafter referred to as "Consultant" and, Hazard Construction, hereinafter referred to as "Client."

Client intends to employ SCS&T to provide Asphalt Concrete Testing Services for the 11-2M6304 SR-76 Cold In-Place Recycling project located in San Diego County, California, hereinafter referred to as "Project."

Now, therefore, in consideration of the terms and conditions hereinafter set forth, the parties hereto agree as follows:

1) Cooperation and Project Understanding

(a) Consultant will render the professional services set forth in the Scope of Work contained in the Consultant's Proposal, which is attached hereto and incorporated into this Agreement. Client will compensate Consultant in accordance with said Proposal.

(b) If Client requires additional services, Client agrees that said additional services shall be paid for by Client at Consultant's fee schedule in effect at the time of the services, or as agreed between Client and Consultant. Additional services verbally requested by Client or by any representative of the Client for the Project shall be subject to all of the terms and conditions of this Agreement unless modified by an amendment or addendum to the Agreement, or a new agreement between the parties for the additional services. A written modification to the Agreement may be requested by either Consultant or Client, and if such a modification is requested, any additional services shall be provided only upon approval in writing by both parties to said modification.

(c) Client will make available to Consultant all relevant information in its possession regarding existing and proposed conditions of the Project site. This information shall include, but not be limited to, all plans, specifications, surveys, test data, and written reports by previous consultants that may pertain to the Consultant's scope of work. Client will immediately transmit to Consultant any new or revised information, which may have an effect on Consultant's services under this Agreement.

(d) It is acknowledged that opinions, recommendations, and advice that may be provided by Consultant will be based on information furnished by Client or other persons or entities retained by Client, and on information obtained by Consultant through Consultant's own investigation, testing, inspection, and observation of work being performed by others. Consultant shall not be responsible for any incorrect advice, judgment, or decision based on any inaccurate or incomplete information furnished by Client or Client's representatives, and Client will indemnify and hold harmless

Consultant against all claims, demands, or liability arising out of or contributed to by such information or lack thereof.

(e) It is also acknowledged that, unless specifically set forth in Consultant's Scope of Work in attached Proposal, Consultant does not direct, control, or supervise the work of other persons or entities on the Project other than those that may be directly retained as subcontractors by Consultant. (Business and Professions Code § 6703.1)

2) Project Site

(a) If applicable, the Client shall indicate to Consultant the property lines of the Project site and be responsible for the accuracy of any boundary markers.

(b) The Client shall secure free and lawful access to the Project site for all necessary equipment and personnel of Consultant. Client shall notify any and all possessors of the project site that Client has granted Consultant free access to the Project site, and Client shall secure permission (and any permits) necessary to allow Consultant free access to the Project site at no charge to Consultant unless specifically agreed to otherwise in the Proposal attached hereto.

(c) If applicable, the Client shall take steps to see that the property is protected, on or off-site, including all landscaping, shrubs, and flowers. While Consultant will take all reasonable precautions to minimize any damage to the property, it will not be responsible for damage to lawns, shrubs, landscapes, walks, sprinkler systems, or underground utilities and installations caused by movement of earth or equipment.

(d) If applicable, the Client shall locate for Consultant and shall assume responsibility for the accuracy of Client's representations as to the locations of all underground utilities and installations. Consultant will not be responsible for damage by it to any such utilities or installations not so located, and any such damage by Consultant may, at Consultant's option, be repaired by Consultant and billed at cost plus 15% to Client.

(e) If applicable, Client shall notify Consultant of all locations where hazardous materials or wastes were stored, used, or disposed on the Project site.

(f) If applicable, Consultant agrees to backfill or adequately cover all open test holes made by it prior to leaving Project site unattended. Consultant agrees that all test holes will be backfilled upon completion of the job. However, Client may request test holes to remain open after completion of Consultant's work. In the event Client so requests, Client agrees to pay for all costs in connection with covering and backfilling said test holes at a later date, and Client shall indemnify and hold harmless Consultant for all claims, demands, and liabilities arising from its request.



3) Safety

Consultant will not be responsible for the general safety on the job or the safety of any equipment or individuals on the Project site other than its own personnel and the equipment under its direction.

4) Ownership of Documents

All reports, boring logs, field data, field notes, laboratory test data, calculations, estimates, and other documents prepared by Consultant, as instruments of service, shall remain the property of Consultant. In the event Client defaults on payment for Consultant's services, Client agrees that all reports and other work furnished to Client or its agents will be returned upon demand and will not be used by Client for any purpose whatsoever. Consultant will retain all pertinent records relating to the services performed for a period of five years following submission of the report, during which period the records will be made available to the Client at all reasonable times.

5) Samples

Consultant, or a subcontracted laboratory, will retain all soil, rock, and concrete samples for thirty (30) days after the issuance of Consultant's report or notification to terminate work. If the Client desires extended storage, the Client shall notify Consultant prior to the expiration date of this period. Extended storage or transfer will be at Client's expense.

6) Professional Standard

Client recognizes the inherent risks associated with the construction of improvements to real property. Client further recognizes that there may be significant variation in site conditions or in the work inspected or materials tested by Consultant. Consultant is responsible for performing its services in accordance with the standard of care set forth in the following paragraph, but this does not relieve the contractor or subcontractor from responsibility for their own work.

Consultant's services consist of professional and technical advice and observation only. Consultant will be responsible only for its own data, interpretations, and recommendations, but shall not be responsible for the interpretations by others of the information developed. In the performance of its professional services, Consultant will proceed with work diligently with competent personnel, and will comply with that level of care and skill ordinarily exercised by reputable professional engineers, geologists, and special inspectors currently practicing under similar conditions in the same or similar localities. No warranty of any kind whatsoever, express or implied, is made or intended by Consultant, its employees or agents, in connection with the services provided under this Agreement.

7) Indemnification

To the fullest extent permitted by law, Client agrees to indemnify, defend, and hold harmless Consultant, its officers, employees, and agents from any and all claims, damages, losses, and expenses, including reasonable attorney's fees and costs of litigation arising out of resulting from the services to be provided under this Agreement. However, such indemnification shall not apply to the extent that any such claims, damages, losses, and expenses are due to the willful misconduct or sole negligence of Consultant.

8) Dispute Resolution

In an effort to resolve any conflicts that arise during the design or construction of the project or following completion of the project, the Client and Consultant agree that all disputes between them arising out of relating to the Agreement shall be resolved in accordance with the following procedures:

(a) Special Meeting. The parties shall first attempt to resolve any difference by businesslike negotiations. Either the Client or Consultant may call a special meeting, which shall specify the nature of the dispute to be resolved. This meeting shall be held within 3 working days of a written request, and shall take place at the job sites, Consultant's office, or such other location as shall be mutually agreed. The meeting shall be attended by representatives of Client, Consultant, and if necessary, other involved parties, who have authority to resolve the dispute. The parties shall make a good faith effort to resolve their differences at this meeting.

(b) Mediation. If the parties are not able to resolve the conflict through negotiation within 5 business days of the special meeting, the Client and Consultant agree that the dispute shall be submitted to nonbinding mediation unless mutually agreed in writing otherwise. This mediation shall be a prerequisite to either party pursuing further legal action, and no such legal action shall be initiated by either party until a good faith effort has been made by the parties to resolve their differences through the mediation process unless both parties agree to waive this mediation requirement. The costs of the mediation shall be equally shared by all involved parties.

9) Delays

Consultant will be excused for any delay in completion of this Agreement caused by acts of God, acts of Client or Client's employees or agents, inclement weather, labor trouble, acts of public utilities, public bodies or inspectors, extra work, failure of Client to make payments promptly, or other contingencies unforeseen by Consultant and beyond the reasonable control of Consultant.



10) Termination of Agreement

In the event that either party desires to terminate this Contract prior to completion of the Project, written notification of such intention to terminate must be tendered to the other party. In the event that Client notifies Consultant of such intention to terminate Consultant's services prior to completion, Consultant reserves the right to complete such analysis and records as are necessary to place files in order, to dispose of samples, put equipment in order, and, where considered necessary to protect its professional reputation, to complete a report on the work performed to date. In the event that consultant incurs costs in Client's termination of this Agreement, a termination charge to cover such costs shall be paid by the Client.

In the absence of notification of termination, this Agreement shall continue in full force and effect until such time as Consultant has completed its services.

11) No Third Party Beneficiaries

This Agreement is entered into solely for the benefit of Client and Consultant and in no way is intended to benefit or extend any right or interest to any third party. It is the intention of Client and Consultant that they are the sole beneficiaries to the rights and obligations arising herefrom, and any benefit to be derived by any third party is merely incidental to and unintended by the Agreement.

12) Corporate Protection

It is intended by the parties to this Agreement that the Consultant's services in connection with the Project shall not subject the Consultant's individual employees, officers, or directors to any personal legal exposure for the risks associated with this project. Therefore, notwithstanding anything to the contrary contained herein, the Client agrees that as the Client's sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted against the Consultant, a California corporation, and not against any of the Consultant's individual employees, officers or directors.

13) Attorneys' Fees

In the event that either party becomes involved in litigation arising out of this Agreement or the interpretation or performance thereof, the prevailing party shall be entitled to recover its reasonable attorneys' fees, court costs and other non-reimbursable litigation expenses.

14) Merger Clause

This Agreement, including the attached incorporated proposal, constitutes a final, complete, and total integration of any and all understandings between the parties. It

supercedes all prior communications, understandings and agreements, whether oral or written.

Any subsequent change, alteration, addition, or modification must be mutually agreed upon, in writing, and signed by both parties.

15) Notices

Any notice required or permitted under this Agreement may be given by ordinary mail at the address contained in this Agreement, but such address may be changed by written notice given by one party to the other from time to time. Notice shall be deemed received in the ordinary course of the mail.

16) Assignments

The rights and obligations of either party to this Agreement shall not be assigned or otherwise transferred without the prior written consent of the other party. Subject to the foregoing, each party to this Agreement, where applicable, binds itself, its partners, successors, executors, administrators, and assigns with respect to all covenants, conditions, and promises of this Agreement.

17) Individual Responsibility

If Client is a corporation, the individual or individuals who sign this Agreement on behalf of Client warrant that they are duly authorized agents of Client.

18) Invoices

Consultant will submit invoices to Client, at Consultant's option, either semi-monthly or upon completion of the services. Invoices for Consultant's services are due and payable upon receipt, and shall be considered past due if not paid within 30 calendar days of the due date. Invoices will show charges for different personnel and expense classifications. A more detailed separation of charges and backup data will be provided upon Client's request.

A FINANCE CHARGE OF 1.5% PER MONTH, CALCULATED FROM THE INVOICE DUE DATE, WILL BE ASSESSED ON ANY INVOICES NOT PAID WITHIN 30 DAYS.

19) Disputed Invoices

If the Client objects to any portions of an invoice, the Client shall so notify the Consultant in writing within 30 calendar days of receipt of invoice. The Client shall identify the specific cause of the disagreement and the amount in dispute, and shall pay that portion of the invoice not in dispute in accordance with the other terms of this Agreement. Any dispute over invoiced amounts due which cannot be resolved within 11 days by direct negotiation between the parties shall be resolved in accordance with the Dispute Resolution



provisions of this Agreement. Finance charges as stated above shall be paid by the Client on all disputed invoice

amounts that are subsequently resolved in the Consultant's favor, calculated on the unpaid balance from the due date of the invoice.

20) Previous Consultant Fees

Client agrees that any previous consultant retained to perform professional services that are the same or related to those for which this Agreement has been entered, has been or will be promptly paid in full by client. Client shall obtain full rights to use previous consultant's work product, if same is to be used by Consultant.

21) Severability

If any term or provision of this Agreement should be found to be in violation of any law or ordinance, it shall be deemed stricken from the Agreement, and the remainder of the Agreement shall remain in full force and effect.

22) Governing Law and Jurisdiction

This Agreement shall be governed by the law of the State of California, and jurisdiction for any disputes arising under this Agreement shall be brought in a court of competent jurisdiction in San Diego, County, California.

23) Limitation of Liability

CONSULTANT'S LIABILITY FOR DAMAGES DUE TO PROFESSIONAL NEGLIGENCE WILL BE LIMITED TO AN AMOUNT NOT TO EXCEED THE TOTAL FEES RECEIVED BY CONSULTANT UNDER THIS AGREEMENT, OR THE AMOUNT OF \$50,000, WHICHEVER IS GREATER.

IT IS INTENDED THAT THIS LIMITATION APPLY TO ANY AND ALL CLAIMS, LOSSES, COSTS OR DAMAGES, INCLUDING ATTORNEY'S FEES AND EXPERT WITNESS FEES AND COSTS, RESULTING FROM OR RELATED TO THE PROJECT OR THIS AGREEMENT.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of this _____ day of _____, 2014.

CLIENT:

Signature

Name

Title

Address

Date

Telephone Number

SOUTHERN CALIFORNIA SOIL AND TESTING, INC.:

Signature

Neal W. Clements, P.E.
Name

C.E.O.
Title

6280 Riverdale Street, San Diego, CA 92120
Address

Date

14-0242
Proposal Number





Department of
General Services
BUILDING GREEN · BUYING GREEN · WORKING GREEN

SOUTHERN CALIFORNIA SOIL & TESTING - #49756

SUPPLIER PROFILE

Legal Business Name SOUTHERN CALIFORNIA SOIL & TESTING, INC.
 Doing Business As SOUTHERN CALIFORNIA SOIL & TESTING
 Address 6280 RIVERDALE STREET Phone (619) 280-4321
 SAN DIEGO, CA 92120 FAX (619) 280-4717
 Email kfregoe@scst.com
 Web Page <http://www.scst.com>
 Business Types Service
 Service Areas Fresno, Imperial, Los Angeles, Orange, Riverside, Sacramento, San Bernardino, San Diego, San Francisco,
 Keywords ENGINEERING GEOTECHNICAL GEOLOGY MATERIALS SOIL TESTING INSPECTION LABORATORY ROOFING WATERPROOFING FEASIBILITY SEISMIC ANALYSIS OBSERVATION CONCRETE ASPHALT AGGREGATE STEEL WELDING POST-TENSION NON-DESTRUCTIVE R-VALUE SHEAR COMPACTION PLASTICITY SIEVE
 Classifications 811015 - Civil engineering
 811415 - Quality control

Active Certifications

TYPE	STATUS	FROM	TO
DVBE	Approved	Dec 27, 2013	Dec 31, 2016
SB	Approved	Jul 18, 2013	Dec 31, 2016

Certification History

TYPE	STATUS	FROM	TO
SB	Expired	Jul 25, 2012	Jul 31, 2013
SB	Expired	Sep 6, 2011	Sep 30, 2012
SB	Expired	Sep 7, 2010	Sep 30, 2011
SB	Expired	Nov 23, 2009	Nov 30, 2010
SB	Expired	Mar 12, 2008	Oct 31, 2009
SB	Denied	Oct 19, 2007	Oct 19, 2007



**SAFETY COURSES
OFFERED BY
SafetyGENI™**

Crane Training
CCO Written Exams
CCO Practical Exams

**Traffic Control Coning &
Flagging Awareness**

**Safety Orientation for
Construction**

Scaffold Safety Awareness

Fall Protection Awareness

**Trench Safety Competent
Person Awareness**

Trench Rescue

Confined Space

Confined Space Rescue

Urban Search & Rescue

**Respirator Training &
Fit Testing**

CPR & First Aid

Crane Operator Awareness

Forklift Training Awareness

Aerial Lift Awareness

**Hearing Conservation
Training**

**DOT HM 126F/181
Awareness**

**Emergency Response
Awareness / Refresher
Operational
Technician
Specialist**

**HAZWOPER
Awareness / Refresher
Supervisor
Waste Site Worker**

Household Hazardous Waste

Asbestos Training

Lead Training

24 Hr SWPPP Training

GLOBAL ENVIRONMENTAL NETWORK, INC.

ENVIRONMENTAL, SAFETY & CONSTRUCTION ENGINEERING SERVICES

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

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

www.My-DVBE.com

License No. 878478 - A / Haz

Phone: 800-230-6944

email: GENI@SafetyGeni.com

Fax: 714-479-0809

CA DVBE / SBE No. 24765

GENI Ref. No. 11-2M6304

April 27, 2014

DVBE/Est. \$4.7M

Bid Date: 5/15/2014

Duration: 85 Working Days

SUBJECT: CA DVBE / SBE QUOTATION - CALTRANS # 11-2M6304

COLD IN-PLACE RECYCLING; 11-SD-76-24.1/34.9

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

Item 1 > Lead Compliance Plan (LCP)

Options:

1) Lead Plan only (Certified by CIH); or

2) Lead Plan (Certified by CIH) and Awareness Training; or

3) Lump Sum (plan, training, air monitoring, analysis, report)

\$785.00

\$1,660.00

\$3,060.00

Item 2 > Construction Area Signs Furnished (Unframed)^{1,3,9,10}

Lump Sum

Price based on \$12.00 / sqft of unframed signage (CAS) from sheet 5; CS-1

Note: Pricing does not include Lumber, Straps, Shipping or Sales Tax

\$TBD

Item 3 > Traffic Control System (partial)

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

4 Weeks Rate (each unit)

7 Days Rate (each unit)

\$575.00*

\$245.00*

Item 4> Portable Changeable Message Signs (partial)^{1,2,3,8}

Purchase Used newly refurbished and painted CMS (4 at this price)

4 Weeks Rate (each unit)

7 Days Rate (each unit)

Daily Rate

\$8,275.00 ea

\$1,275.00*

\$575.00*

\$175.00

* Pick up equipment at Oakland facility or contact Kerry for delivery / pick-up

Item 5 > Job Site Management (partial -- Training Services)^{1,3,6,7}

Lump Sum

JSM Package - Option 1

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

\$185.00

OR

Lump Sum

JSM Package - Option 2

Instructor led. On-Site BMP Awareness training course, a "Train the Trainer" course and a "Training CD" for your future training requirements. The JSM package includes a project specific JSM binder with a full colored Employee Training section. Five student manuals are also included in this package for the required training

\$2,275.00

Item 6 > Prepare Water Pollution Control Program (WPCP)^{1,3,6,7}

Lump Sum (Est. 6 Engineering Drawings)

Option 1.B -- *Plan Written by a QSP* and GENI is not the WPCM

\$465.00

\$1,250-



GLOBAL ENVIRONMENTAL NETWORK, INC.

YOUR ENVIRONMENTAL ENGINEERING PARTNER

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

💧 AIR MONITORING & SOIL SAMPLING

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

💧 CERTIFIED ASBESTOS CONSULTANTS

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

💧 PLAN DEVELOPMENT

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

GENI - PROPOSAL
PROJECT #: 11-2M6304
PAGE 3 OF 4

SUPERSCRIPT NOTES

- ¹ GENI carries the following insurance: \$2,000,000 General Liability / Pollution, \$1,000,000 Auto / Workman's Compensation insurance and an umbrella of \$2 Million over GL/Auto/WC.

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

Additional Work: Air Monitoring for heavy metals (IH Technician @ \$75.00/Hr, CIH @ \$145.00/Hr both requiring 8 consecutive hrs min), Laboratory Analysis (at cost plus 20%); Price includes one move-in and rental of equipment. Additional move-in will be charged at **TBD** plus hourly personnel and equipment rates. **Call for published rate sheet.**
- ⁶ Price includes submittal of Three (3) copies of the Final WPCP delivered via FedEx ground. NOTE: GENI does not provide draft copies of its WPCP. Occasionally corrections and or additions will be necessary due to a multitude of reasons, upon the contractor becoming aware of any potential or required correction they are to provide a written request to GENI for our review and plan update if necessary. Corrections / additions to the plan due to errors or omissions on behalf of the contractor or the Agency may be billed to the contractor as time and material as noted below as T&M. Engineered designs required by a registered Civil Engineer are not part of this contract. **This bid does not include any associated filing fees or the design / layout of dewatering, recycling or batch plant BMP systems / drawings.**

Maintenance of SWPPP billing rates will be billed as Time & Material (T&M): T&M will be billed at a standard rate of \$92.50/hour for non-Civil Engineering services and \$145.00 / hour for Registered Civil Engineering services with all services being billed in ½ hour increments. Additional manuals: billed at \$55.00 for the initial manual and \$45.00 for each consecutively assembled manual. Material / additional expenditures will be billed at cost plus \$50.00 or cost plus 20 percent which ever is greater.
- ⁷ Unless specifically stated in this bid proposal the customer will pay for all additional shipping charges at cost plus a 15% handling fee.
- ⁸ (2) week minimum, GENI does not hold a C-31 License and cannot place equipment on site. Delivery / pick-up are not included in base price. When contracted to deliver or pick up equipment it is to delivered / picked up at contractor's facility or project yard. Rental is time out, not time used. Delivery times cannot be guaranteed. **ALL LEASES ARE SUBJECT TO AVAILABILITY. Prices are for this project only.** Regular pricing will be \$1,375.00 (CMS) and \$585.00 (Arrow board) per month for each piece of rental equipment if the minimum weeks are not met or exceeded.
- ⁹ Unless otherwise noted price does not include Sales Tax or F.O.B. costs if applicable.
- ¹⁰ Please contact GENI to set up an account with our firm to lease or purchase items off our web site or listed within this bid. Accounts are due and payable within 30 days of purchase. Interest charged at the rate of 1.65% per month.

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

Tyler Horner

Tyler Horner
Estimator

GENI - PROPOSAL PROJECT NUMBER 11-2M6304



State of California • Arnold Schwarzenegger, Governor • State and
Consumer Services Agency
DEPARTMENT OF GENERAL SERVICES • PROCUREMENT DIVISION
Office of Small Business and DVBE Services
707 Third Street, 1st Floor, Room 400 • West Sacramento, CA 95605
Phone (916) 375-4940 Fax (916) 375-4950

February 27, 2014

SB / DVBE APP

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

Dear Business Person:

Congratulations on your certified small business / certified Disabled Veteran Business Enterprise (DVBE) status with the State of California. Your certifications entitle you to benefits under the state's Small Business Participation Program within state contracting, including a five percent bidding preference and special provisions under the Prompt Payment Act.

Certification Period

From Feb 27, 2014 to Feb 29, 2016

Business Types

Construction
Service
Non-Manufacturer

Classifications

321518 - Safety control devices
411126 - Hygiene monitoring and testing equipment
422715 - Respiratory monitoring products
423015 - Aids for medical training
432325 - Educational or reference software
461615 - Traffic control
461616 - Water safety
461815 - Safety apparel
461816 - Safety footwear
461817 - Face and head protection
461823 - Fall protection and rescue equipment
461824 - Decontamination aids and safety cleaning equipment
551217 - Signage
721517 - Safety and security system installation services
771015 - Environmental impact assessment

771016 - Environmental planning
771017 - Environmental advisory services
771018 - Environmental auditing
771115 - Environmental safety services
771215 - Air pollution
771216 - Soil pollution
771217 - Water pollution
771315 - Oil pollution
771316 - Noise pollution
771317 - Toxic substances pollution
801015 - Business and corporate management consultation services
801115 - Human resource development
801116 - Temporary personnel services
811015 - Civil engineering
811022 - Transportation engineering
861018 - In service training and manpower development

Proof of Certification Status

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



Department of
General Services

BUILDING GREEN · BUYING GREEN · WORKING GREEN

GLOBAL ENVIRONMENTAL NETWORK INC - #24765

SUPPLIER PROFILE

Legal Business Name	GLOBAL ENVIRONMENTAL NETWORK INC		
Doing Business As	GLOBAL ENVIRONMENTAL NETWORK INC		
Address	P O BOX 8068 FOUNTAIN VALLEY, CA 92728-8068	Phone	(714) 479-1199
		FAX	(714) 479-0809
Email	michael@safetygeni.com		
Web Page	http://www.my-dvbe.com		
Business Types	Construction Service Non-Manufacturer		
Service Areas	Alameda, Alpine, Amador, Butte, Calaveras, Colusa, Contra Costa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Imperial, Inyo, Kern, Kings, Lake, Lassen, Los Angeles, Madera, Marin, Mariposa, Mendocino, Merced, Modoc, Mono, Monterey, Napa, Nevada, Orange, Placer, Plumas, Riverside, Sacramento, San Benito, San Bernardino, San Diego, San Joaquin, San Luis Obispo, San Mateo, Santa Barbara, Santa Clara, Santa Cruz, Shasta, Sierra, Siskiyou, Solano, Sonoma, Stanislaus, Sutter, Tehama, Trinity, Tulare, Tuolumne, Ventura, Yolo, Yuba,		
Keywords	Safety training Traffic equipment Rental SWPPP WPCP WQMP NPDES Engineer Erosion Asbestos Lead Construction Environmental CIH Hygienist Lab Water Soil Air monitoring Geologist PE Crane Backhoe Forklift Drilling Emergency HAZMAT QSP QSD CPESC, CESSWI OSHA B		
Construction License Types	A - General Engineering HAZ - Hazardous Substance Removal Certification		
Classifications	221015 - Earth moving machinery 221016 - Paving equipment 221017 - Heavy equipment components 221018 - Aerial lifts 221019 - Building construction machinery and accessories 221020 - Building demolition machinery and equipment 321518 - Safety control devices 411126 - Hygiene monitoring and testing equipment 422715 - Respiratory monitoring products 423015 - Aids for medical training 432325 - Educational or reference software 461615 - Traffic control 461616 - Water safety 461815 - Safety apparel 461816 - Safety footwear 461817 - Face and head protection 461823 - Fall protection and rescue equipment 461824 - Decontamination aids and safety cleaning equipment 551217 - Signage 721517 - Safety and security system installation services 771015 - Environmental impact assessment 771016 - Environmental planning 771017 - Environmental advisory services 771018 - Environmental auditing 771115 - Environmental safety services 771215 - Air pollution 771216 - Soil pollution 771217 - Water pollution 771315 - Oil pollution 771316 - Noise pollution 771317 - Toxic substances pollution		

801015 - Business and corporate management consultation services
 801115 - Human resource development
 801116 - Temporary personnel services
 811015 - Civil engineering
 811022 - Transportation engineering
 861018 - In service training and manpower development

Active Certifications

TYPE	STATUS	FROM	TO
SB	Approved	Feb 27, 2014	Feb 29, 2016
DVBE	Approved	Feb 27, 2014	Feb 29, 2016

Certification History

TYPE	STATUS	FROM	TO
DVBE	Expired	Jan 28, 2013	Feb 28, 2014
SB	Expired	Jan 28, 2013	Feb 28, 2014
DVBE	Expired	Dec 16, 2011	Jan 31, 2013
SB	Expired	Dec 16, 2011	Jan 31, 2013
DVBE	Expired	Oct 31, 2010	Dec 31, 2011
SB	Expired	Oct 31, 2010	Dec 31, 2011
SB	Expired	Oct 12, 2009	Nov 30, 2010
DVBE	Expired	Oct 12, 2009	Nov 30, 2010
SB (Micro)	Expired	Oct 12, 2006	Oct 31, 2009
DVBE	Expired	Oct 12, 2006	Oct 31, 2009
DVBE	Expired	Aug 11, 2004	Apr 30, 2006
SB	Expired	Aug 11, 2004	Apr 30, 2006
DVBE	Expired	Nov 24, 2003	Aug 31, 2004
SB	Expired	Nov 24, 2003	Aug 31, 2004



MALLARD CONSTRUCTION INC.

A DVBE UNION CONTRACTOR - Laborers Local # 1184

a SB/DVBE/SDVOSB Company DGS CERT # 1748928 CSLB # 826607 LIC CLASS B, C-31, C-32, D-06, D-38, D-42, D-64
638 W. Southern Ave. Orange CA. 92865
Ph. (760) 550-1645 Fax (714) 974-1753
E-MAIL: gary@mallardinc.com

Agency: California Department of Transportation

Addenda Noted:

Project: Contract - 11-ZM6304 - Cold In-place Recycling

Estimator: Gary Rivers
Cell Phone: 714-785-5934

Bid Date: 5/15/2015

3	Traffic Control System (See Below Item)		
	Based on 5 consecutive working days only		
	Single Lane, 1 Direction, 1 Location, 2 Laborers (8 Hours)	\$	1,690.00
	Each Additional Lane within the same closure	\$	200.00
	Complete Freeway Closure, 1 Direction, 2 Laborers (8 Hours)	\$	1,690.00
	Ramp Closure: 1 to 4 Ramp Maximum with 2 Laborers (8 Hours) (No Charge for Ramp Closure within Closed Lane)	\$	1,690.00
	Additional Closure (of equal or lesser value) performed by the same crew during any work shift will be charged at 50%		
	2 Man Flagging Operation (8 hrs on site)	\$	1,690.00
	3 Man Pilot Car (8 Hrs on site)	\$	2,495.00
	One Man Crew with / Truck & Equipment (8 Hrs on site)	\$	1,100.00
	Additional Laborers (8 Hrs on site)	\$	690.00
	Attenuator Truck W/ Driver (8 Hrs onsite - \$ 0.49 per mile charge)	\$	990.00
	Attenuator Truck without Driver (\$ 0.49 per mile charge)		
	Daily	\$	300.00
	Weekly	\$	1,000.00
	Monthly	\$	3,500.00
	PCMS Boards		
	Daily	\$	175.00
	Weekly	\$	495.00
	Monthly	\$	1,000.00

50 DAYS x 1,690
= 84,500

Any time after 8 hours will be charge to the contractor as an overtime rate of \$ 105.00 per hour per person.

First 8 Hours on a Saturday or Sunday please add \$ 285.00 per person for overtime rate difference

Cancellations Policy:

4 Hrs prior to Show up No Charge
Show up time Per Person 4 Hour minimum
Directly after set up of Freeway / Ramp Closure Total man hours (portal to portal)

Hourly Rate for above cancellations will be charge at \$ 85.00 Per Hour & \$ 20.00 per hr for Truck.

Project Terms & Conditions:

- A. A minimum of 10 working days prior notification is required for each move-in.
- B. The following materials and services are included in this quote: Traffic Control Services [Yes]
- C. Mallard Traffic Control will need approximately one hour for set up time and one hour for pick up closure.
- D. Any time after 8 hours will be charged to the contractor as overtime at the rate of \$ 105.00 per person per hour.
- E. Contractor is liable for lost or damaged equipment removed or relocated by contractor forces.
- F. If there are any issues or concerns regarding Mallard Construction Traffic Control product or work, Contractor shall promptly notify and give Mallard Const. first opportunity to correct any such problems.
- G. Estimate is good for 60 calendar days from the bid date
- H. No Retention held for Traffic Control or Rental Equipment.

Payment Terms:

Contractor to provide monthly progress payments for all completed work in accordance with the bid pricing schedule. Monthly payments must be received in full by Mallard Const. 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.

No Retention is to be held for Traffic Control or Rental Equipment.

General Terms & Conditions

NOTE: All contracts must be written to our legal corporate name "Mallard Construction, Inc."

Mallard Const. requires a written contract, purchase order or signed quote prior to the start of work.

Any required Testing, Engineering, Design, Permits, Licenses or Applications, and the like to be provided by others.

Mallard Const. requires Ten (10) working days notice prior to commencement of any production activity. If any of Mallard Const. work will be a controlling operation on the critical path of this project, Mallard Const. 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 Mallard Const. for this work.

All changes to the original scope of work or proposed extra work must be directed by the Contractor in writing prior to Mallard Const. performing this work.

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 Addition Move-in Charge as quoted herein.

Mallard Const. must receive a letter of intent to award us the subcontract no later than (30) calendar days after bid date or this Subcontract Quotation becomes null and void. Also, This quote shall become a part of any and all subcontract agreements and / or purchases orders related to the project. Violation of this action can nullify this proposal.

Submitted by: Gary Rivers, Estimator

I hereby accept all terms and conditions of this proposal and that this proposal will be incorporated into all contract agreements

Signature: _____ Print Name: _____
Company: _____ Position: _____



Department of
General Services

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MALLARD CONSTRUCTION INC - #1748928

SUPPLIER PROFILE

Legal Business Name	MALLARD CONSTRUCTION INC		
Doing Business As	MALLARD CONSTRUCTION INC		
Address	638 W SOUTHERN AVE ORANGE, CA 92865	Phone	(760) 550-1645
		FAX	(714) 974-1753
Email			
Business Types	Construction Non-Manufacturer		
Service Areas	Alameda, Alpine, Amador, Butte, Calaveras, Colusa, Contra Costa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Imperial, Inyo, Kern, Kings, Lake, Lassen, Los Angeles, Madera, Marin, Mariposa, Mendocino, Merced, Modoc, Mono, Monterey, Napa, Nevada, Orange, Placer, Plumas, Riverside, Sacramento, San Benito, San Bernardino, San Diego, San Francisco, San Joaquin, San Luis Obispo, San Mateo, Santa Barbara, Santa Clara, Santa Cruz, Shasta, Sierra, Siskiyou, Solano, Sonoma, Stanislaus, Sutter, Tehama, Trinity, Tulare, Tuolumne, Ventura, Yolo, Yuba,		
Keywords	Highway Safety Road Signs Stripping Road K-Rail Road Dividers Roofing waterproofing Metal Roofing Siding		
Construction License Types	B - General Building Contractor C-31 - Construction Zone Traffic Control Contractor C-32 - Parking and Highway Improvement D-06 - Concrete Related Services D-38 - Sand and Water Blasting D-42 - Sign Installation D-64 - Non-specialized		
Classifications	721410 - Highway and road construction services		

Active Certifications

TYPE	STATUS	FROM	TO
SB	Approved	Nov 4, 2013	Nov 30, 2016
DVBE	Approved	Nov 4, 2013	Nov 30, 2016

Certification History

TYPE	STATUS	FROM	TO
DVBE	Expired	Dec 18, 2012	Dec 31, 2013
SB	Expired	Dec 18, 2012	Dec 31, 2013

