



550 GREENVILLE ROAD
LIVERMORE CA 94550
(925) 245-1300 OFFICE

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CALTRANS

2025 FEB 13 P 12:01

CONSTRUCTION
CONTRACT AWARDS

February 11, 2025

California Department of Transportation

Re: Contract No. 10-1H7004 10-Cal-49-7.5/9.4
Project ID 1018000277
Federal Aid Project ACNH-P049(192)E
Bid Day February 11, 2025

A handwritten mark, possibly a signature or initials, consisting of a stylized 'M' followed by a horizontal line.

Subject: Clerical Error in Subcontractor List

Gentlemen,

FBD Vanguard Construction, Inc. submitted our bid for the above referenced project through the Caltrans Electronic Bidding program. This letter is to notify the Department that after submittal, it was discovered that a clerical error had been made on the Subcontractor Listing form. The Subcontractor name listed on items 9 through 13 was incorrectly listed as Arctos Erosion Control, Inc. It should have been Wabo Landscape and Construction, Inc. This error was made by a simple "cut and paste" mistake when filling out the *Business Name* portion of the form. All the other information (*Location, Contractor License No., Public Works Contractor Registration No.*) is correctly aligned with Wabo Landscape & Construction, Inc.

We have attached the quotation sheet submitted to Vanguard by Wabo Landscape & Construction, Inc. to demonstrate the Bid Items that they priced by Wabo and used by Vanguard for this bid.

Pursuant to §4107 of the Public Contract Code, Vanguard is informing the Department of this error within 24 hours of the bid opening. Correction of this error is immaterial to Vanguard's bid and does not provide Vanguard with any advantage over any bidder. Please accept this letter as a correction to Vanguard's bid.

Sincerely,

A handwritten signature in blue ink that reads 'Jason Muller'.

Jason Muller

- General
- BID TO THE DEPARTMENT OF TRANSPORTATION
- BID ITEM LIST
- SUBCONTRACTOR LIST
- OPT OUT OF PAYMENT ADJUSTMENTS FOR PRICE INDEX FLUCTUATIONS
- SMALL BUSINESS/DVBE/DBE CERTIFICATION STATUS
- DISCLOSURE OF LOBBYING ACTIVITIES CERTIFICATION
- CERTIFICATIONS - FEDERAL
- BIDDER'S BOND

8) List this subcontractor? YES NO

Business Name: abco Landscape & Construction, Inc. Location City: Hercules State: CA

California Contractor License Number: 962263 Public Works Contractor Registration Number: 1000000448

Item %	Description
32	
33	
34	
35	
36	

9) List this subcontractor? YES NO

Business Name: Arctos Erosion Control, Inc. Location City: Hercules State: CA

California Contractor License Number: 962263 Public Works Contractor Registration Number: 1000000448

Item %	Description
37	
38	
39	
40	
41	

10) List this subcontractor? YES NO

Business Name: Arctos Erosion Control, Inc. Location City: Hercules State: CA

California Contractor License Number: 962263 Public Works Contractor Registration Number: 1000000448

Item %	Description
42	
43	
44	
45	
46	

11) List this subcontractor? YES NO

Business Name: Arctos Erosion Control, Inc. Location City: Hercules State: CA

California Contractor License Number: 962263 Public Works Contractor Registration Number: 1000000448

Item %	Description
47	
48	

- General 
- BID TO THE DEPARTMENT OF TRANSPORTATION 
- BID ITEM LIST 
- SUBCONTRACTOR LIST 
- OPT OUT OF PAYMENT ADJUSTMENTS FOR PRICE INDEX FLUCTUATIONS 
- SMALL BUSINESS/DVBE/DBE CERTIFICATION STATUS 
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- CERTIFICATIONS - FEDERAL 
- BIDDER'S BOND 

11) List this subcontractor? YES NO

Business Name: Location City: State:

California Contractor License Number: Public Works Contractor Registration Number:

Item %	Description	Portion of Work Subcontracted
47		100
48		100
49		100
50		100
52		100

12) List this subcontractor? YES NO

Business Name: Location City: State:

California Contractor License Number: Public Works Contractor Registration Number:

Item %	Description	Portion of Work Subcontracted
53		100
54		100
55		100
56		100
80		100

13) List this subcontractor? YES NO

Business Name: Location City: State:

California Contractor License Number: Public Works Contractor Registration Number:

Item %	Description	Portion of Work Subcontracted
126		6.6
57		100
51		100



Landscape & Construction, Inc.

726 ALFRED NOBEL DR. HERCULES, CA 94547
 CA LIC. 962263 A, B, & C27. DIR reg. # 1000000448
 (510) 741-9226 FAX (510) 724-2391 bids@wabo.com

REVISED

SUB-BID SUBMITTAL

Bids: 11-Feb-25

CALAVERAS COUNTY IN ANGELS CAMP FROM BRET HARTE ROAD TO COPELLO DRIVE

Angels Camp CA
 Caltrans 10-1H7004

Item No.	Item Code	Item Description	Unit Of Measure	Estimated Quantity	Unit Price (In Figures)	Total (In Figures)
0032	202006	SOIL AMENDMENT	CY	1,420	74.00	105,080.00
0033	202038	PACKET FERTILIZER	EA	880	0.50	440.00
0034	204035	PLANT (GROUP A)	EA	480	30.00	14,400.00
0035	204038	PLANT (GROUP U)	EA	80	185.00	14,800.00
0036	204099	PLANT ESTABLISHMENT WORK	LS	1	77,000.00	77,000.00
0037	205035	WOOD MULCH	CY	270	50.00	13,500.00
0038	205062	ROOT BARRIER	LF	1,580	11.00	17,380.00
0039	206559	CONTROL AND NEUTRAL CONDUCTORS (ARMOR-CLAD)	LS	1	23,606.00	23,606.00
0040	206561	3/4" REMOTE CONTROL VALVE	EA	1	500.00	500.00
0041	206562	1" REMOTE CONTROL VALVE	EA	3	600.00	1,800.00
0042	039926	6 STATION IRRIGATION CONTROLLER (PEDESTAL MOUNT	EA	4	6,000.00	24,000.00
0043	207051	(F) - 3/4" COPPER PIPE (SUPPLY LINE)	LF	20	20.00	400.00
0044	207052	(F) - 1" COPPER PIPE (SUPPLY LINE)	LF	60	30.00	1,800.00
0045	208222	(F) - 5/8" DRIP IRRIGATION TUBING	LF	3,520	3.00	10,560.00
0046	208442	3/4" BACKFLOW PREVENTER ASSEMBLY	EA	1	6,000.00	6,000.00
0047	208423	1" BACKFLOW PREVENTER ASSEMBLY	EA	3	5,000.00	15,000.00
0048	208442	FLOW SENSOR	EA	4	1,000.00	4,000.00
0049	208450	DRIP VALVE ASSEMBLY	EA	11	800.00	8,800.00
0050	208570	3/4" GATE VALVE	EA	6	400.00	2,400.00
0051	208572	1" GATE VALVE	EA	4	500.00	2,000.00
0052	208594	(F) - 3/4" PLASTIC PIPE (SCHEDULE 40)(SUPPLY LINE)	LF	5,035	5.00	25,175.00
0053	208595	(F) - 1" PLASTIC PIPE (SCHEDULE 40)(SUPPLY LINE)	LF	815	7.00	5,705.00
0054	208683	BALL VALVE	EA	10	300.00	3,000.00
0055	208690	(F) - PVC PIPE CONDUIT (SLEEVE)	LF	1,409	30.00	42,270.00
0056	208738	8" CORRUGATED HIGH DENSITY POLYETHYLENE PIPE CO	LF	440	170.00	74,800.00
0080	720110	(F) - SMALL-ROCK SLOPE PROTECTION	CY	2.9	1,680.00	4,872.00
0126	999990	MOBILIZATION (Our Share)	LS	1	55,000.00	55,000.00

Items above must be taken as 1 package. No splitting of bid. Please call if you want to split any items

TOTAL BID 554,288.00

Below Optional Additive Items - Take or leave. Items may be added to the bid above.

0057	210110	IMPORT TOPSOIL (CY) - only topsoil no excavation	CY	140	152.00	21,280.00
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see next page for EXCLUSIONS, QUALIFICATIONS, & CONDITIONS

W A B O**Landscape & Construction, Inc.**

726 ALFRED NOBEL DR. HERCULES, CA 94547

CA LIC. 962263 A, B, & C27. DIR reg. # 1000000448

(510) 741-9226 FAX (510) 724-2391 bids@wabo.com

REVISED

SUB-BID SUBMITTAL

Bids: 11-Feb-25**CALAVERAS COUNTY IN ANGELS CAMP FROM BRET HARTE ROAD TO COPELLO DRIVE**

Angels Camp CA

EXCLUSIONS, QUALIFICATIONS, & CONDITIONS

- 1 Percent retained from our payments to equal General Contractor's percent retained by owner.
- 2 WABO needs 45 Working Days for Construction and 785 Working days for Plant Establishment.
- 3 Lane &/or ramp closures for OUR WORK to be done when Gen. has lanes or ramps closed, otherwise closures by others.
- 4 WABO shall install IRRIGATION sleeves before any Paving, base, or resurfacing (by others).
WABO requires a 2 day notice before installing sleeves and before pavement placement.
- 5 Item 0056 includes patching where the CHDPE crosses the road only.
- 6 No pavement removal or replacement. No sawcutting, No patching, No temporary paving.
- 7 No clearing, grubbing, or tree or plant removal is included. No tree or plant protection.
- 8 Grades and/or subgrades to $\pm 0.1'$ by others.
- 9 Excavation for soil amendment by others.
- 10 No soil removal, no import soil/topsoil, no hazardous materials handling or removal. No specialty soils, By others.
- 11 Import topsoil only if item 0057 is taken. No excavation, no incorporating materials compost..ect
- 12 No removal of irrigation lines uncovered by others (trenching, excavation, etc.).
- 13 No erosion control or maintenance of erosion control items.
- 14 No surveying, No arborist. Permits by others.
- 15 No bid item 0122 water meter charges, water meters and water services, by others.
- 16 Electrical Service by others.
- 17 No hand or truck watering due to disruption of water supply beyond our control.
- 18 We are signatory with the Laborers, Operators, and Plumbers Unions. We shall determine which union to dispatch crews from for our work as long as the jurisdiction & scope are incorporated into the selected unions agreement.
- 19 No bond is included with bid. WABO bond rate is 1%.
- 20 No insurance requirements beyond what is required by Caltrans Standard specs.
- 21 Maximum of 5,000,000 excess umbrella. No railroad requirements. No Builders Risk.
- 22 We must be notified in writing within 5 working days of damage to work of others by our forces.
- 23 There shall be no repairs of damage to work by others at our expense without prior written approval.
- 24 This proposal shall be included as an attachment to the subcontract.
- 25 Certified as small business, State of California DGS, # 1731785, expires: 6/30/2025
- 26 Addenda 1 noted.

If items are not legible or you have any questions please call or FAX us.

510-741-9226 Julio Perez ext. 150 or Steve Gladden ext.130



Arctos Erosion Control, Inc.

Members of Labor Local 185

QUOTE

ARCTOS PROPOSAL#: A021025-1
 DIR NO. 1000460390
 STATE LIC. # 1056119
 WOSB # 201312
 SB/MB# 2021235

DATE: 2/11/25

9883 Kent St, Elk Grove, CA 95624
 916-217-3681

jshippen@arctoserosion.com
estimating@arctoserosion.com

BID TO: Estimating
 CT 10-1H7004
 With Addenda 1

Prepared By: J Shippen
 Quotation Valid: 60 days

NOTE: Compost, Topsoil, and Netting (with biodegradable pins) are excluded from bid as they are part of the reinforced slope construction. Arctos can provide material only quote for compost, netting, and pins upon request.

Item #	Description	Unit	Est. Quantity	Unit Price	Extension
	130505 TEMP Move-in /Move-out	Ea	1.00	\$ 850.00	\$ 850.00
19	130530 Temp Hydro Mulch(BFM)	SY	4,010.00	\$ 1.30	\$ 5,213.00
20	130620 Temp Drainage Inlet Protection	EA	67.00	\$ 185.00	\$ 12,395.00
21	130640 Temp Fiber Roll	LF	1,360.00	\$ 3.65	\$ 4,964.00
22	130680 Temp Silt Fence	LF	700.00	\$ 3.45	\$ 2,415.00
27	160110 Temp High-Vis Fence	LF	360.00	\$ 3.25	\$ 1,170.00
	210010 Move-in/Move-out (Erosion Control)	Ea	1.00	\$ 850.00	\$ 850.00
59	210300 Hydromulch	SF	5,430.00	\$ 0.28	\$ 1,520.40
60	210430 Hydroseed	SF	19,100.00	\$ 0.31	\$ 5,921.00
Bid Total:					\$ 35,298.40

Bid Inclusions

- Unit quantities are estimates only, actual billing to be per unit installed.
- Materials to be stockpiled prior to installation of guardrail for any areas where guardrail will remove access.
- Mobilizations included in bid items, any additional mobilization to be charged at unit pricing.
- Consistent work no Standby/wait time - Stand-by time charged @ \$575.00/hr.
- 100% cannon work. Drive on access required for Bmp and hydroseed equipment.
- Standard Work Schedule: 8 hr. day, 40 Hr./week, Monday - Friday, day schedule.
- Removal of temp items available at 50% of unit cost plus mobilization.
- Warranty work is excluded, additional work/repairs will be charged at install unit prices plus mobilization.

Base Bid Exclusions:

- Bid is based on current market value for materials cost, Arctos Erosion Control Inc reserves the right to submit cost increases as market condition changes. Materials cost will be reviewed on a 90 day cycle, any cost increase will be submitted with manufacturer's letter of increase and cost will be adjusted per unit in accordance.
- General Conditions: Any item of work not directly related to the inclusions listed above. SWPPP, dust control, street sweeping, trench plating, permits/bonds, all other materials, BMP's & Bid Items.
- Clearing/Grubbing, dust control, watering/irrigation, Soil preparation, rock removal, trash, debris & weed removal.
- Warranty & Removal of Bid Items.
- Sidewalk, buildings wall, retaining wall clean-up /protection.
- Night work excluded & requires 2-week lead time, additional labor cost will apply for night work.
- Traffic Control, Lane Closures etc.
- Light Towers and any additional cost associated with Night work excluded and to be supplied by Contractor.
- Railroad Permits & any Required Inspectors are excluded and will be supplied and paid for by Contractor.
- On site water (+/-300') & or dedicated 4,000 + gal. Water Trucks to be supplied by Contractor/Owner at no cost to ARCTOS. Water hydrant/=:, all permits, & meter w/2.5'' Fire Hydrant thread. Consistent work no Standby/wait time.

All Indicators of Warranty, Maintenance & Protection of work. The success of Bid Items is based on environmental conditions, care & maintenance. Arctos Erosion Control is not responsible for areas destroyed or damaged by pedestrians, other contractors, weather, acts of God or anything beyond our control.

To accept this quotation, sign here and return:

Quotation Approved By: _____, _____, _____
 SIGNATURE COMPANY DATE

TERMS AND CONDITIONS

1. **CHANGES IN WORK:** Should the owner, construction lender, or any public body or inspector direct any modification or addition to the work covered by this contract, the contract shall be adjusted accordingly. Modification or additions to the work shall be executed only when a Contract Change Order has been signed by both the Owner and Contractor. The change in the Contract Price caused by such Contract Change Order shall be as agreed in writing or if the parties are not in agreement as to the change in the Contract Price, then the Contractors actual cost for all labor, equipment, Sub-Contractors, and materials plus a Contractor's fee of 15% shall be the change in Contract Price.
 2. **FINANCING:** If all or any of this agreement is to be financed through a financial institution, the Owner agrees to complete any such agreement on his own. Owner agrees to authorize lender to pay directly to Contractor the net proceeds of any such loan in payments as mutually agreed to between Owner and Contractor. Owner will make, execute and deliver all forms required by lender for such purposes.
 3. **PLANS AND SPECIFICATIONS:** If plans and/or separate specifications are prepared for this job they shall be attached to and become part of this agreement.
 4. **SUB CONTRACTS:** The Contractor may subcontract portions of this work to properly licensed and qualified subcontractors.
 5. **ARBITRATION:** Any controversy, claim or dispute arising out of or relating to this contract, the performance or the breach thereof, shall be settled by binding arbitration and judgment upon the award rendered by the Arbitrators may be entered in any court having jurisdiction thereof. Each party to this agreement shall select a neutral arbitrator. The arbitrators so selected shall in turn select a third neutral arbitrator who shall be the chairman of the Arbitration Hearing. If the two members are unable to agree on the appointment of a third member within thirty days, the third member shall be appointed by the Presiding Judge of the Superior Court in the county which the work in question is located. If any party refuses or neglects to appoint his arbitrator or to participate in the arbitration within twenty (20) days after receiving notice thereof, the Arbitrator or Arbitrators are empowered to decide the controversy in accordance with whatever evidence is presented. The Arbitrators are authorized to award reasonable costs, expenses, and attorney's fees. Any decision of the Arbitration Board shall be binding by simple majority vote of the Arbitrators.
 6. **INCORPORATION:** If this proposal is incorporated either by reference or physically into a Master Agreement, the terms, conditions, and exclusions are fully enforceable whether the agreement is signed or not.
 7. **TERMINATION:** This agreement may be terminated for convenience by either party by giving two days written notice of termination to the other party, provided however; Client shall promptly pay to ARCTOS all amounts due. In addition client shall pay all extraordinary costs incurred by ARCTOS in fulfilling the termination for convenience of the contract. All costs and expenses so incurred shall be included in the full compensation due and owing Contractor under this agreement.
 8. **COMPLIANCE WITH LAWS:** In connection with the performance by Contractor of his duties pursuant to this Agreement, Contractor shall obtain and pay for all licenses required and comply with all federal, state, county and local laws, ordinances and regulations.
 9. **WORKMEN'S COMPENSATION:** Contractor shall carry Workmen's Compensation insurance on all his employees, and shall furnish Owner satisfactory evidence upon request.
 10. **ATTORNEY FEES:** In the event it shall become necessary to bring suit in connection with any of the provisions of this Agreement, the prevailing party shall be paid such sum as the Court may adjudge as reasonable attorney fees.
 11. **INVESTIGATION:** Contractor acknowledges that he has satisfied himself as to the nature of the work and the conditions prevailing where the work is to be performed. Contractor has satisfied himself particularly as to all federal, state, county and local laws ordinances and regulations bearing upon the performance of the Contractors duties, the character of labor, material and equipment needed to perform the work, and all other matters which can in any way affect the work or the cost thereof.
 12. **ASSIGNMENT:** Contractor shall not assign his rights or duties under this Agreement without the written consent of the Owner.
 13. **SCOPE OF AGREEMENT:** Time is the essence with respect to the completion of the work by Contractor. No modification or waiver of this Agreement shall be valid unless in writing and signed by the parties. Waiver of any breach of this Agreement shall not be deemed a waiver of any subsequent breach of the same or any other provisions of the agreement. This writing constitutes the entire agreement, and neither party is bound by any representation, warranty, promise, statement or information unless it is specifically set forth herein. Paragraph headings do not in any manner affect the scope of meaning of intent of its provisions. If a part of this agreement is held to be indefinite, uncertain, or enforceable, such determination shall not invalidate any other part of this agreement Subject to the provisions in Paragraph 12, above, this Agreement in all respects shall bind and inure to the benefits of their heirs, executors, administrators, successors, and assigns of the parties.
 14. **TAXES AND ASSESSMENTS:** Taxes and assessments of all descriptions will be paid by Owner.
 15. **ALLOWANCES:** If the correct price includes "allowances", and the cost of performing the work is covered by the allowance is either greater or less than the allowance then the contract price shall be increased or decreased accordingly. Unless otherwise requested by the owner in writing, the Contractor shall use his own judgment in accomplishing work covered by an allowance; the Contractor shall comply with the owner's request provided that the owner pays the additional cost.
 16. **INSURANCE AND DEPOSITS:** Contractor shall carry workmen's compensation insurance for the protection of Contractor's employees during the progress of the work. Contractor will also carry General Liability Insurance of minimum \$2 Million. Owner shall obtain and pay for insurance against injury to his owner employees and persons under owner's direction and person on the job site at Owner's invitation.
 17. **FINES AND VIOLATIONS:** Owner is responsible for the payment of fines/violations arising from non-compliance with environmental laws. If fines are the direct result of the activities of Contractor, Contractor may be liable for part of the damages. Owner not responding to recommendations by the Contractor does not constitute negligence on the part of the Contractor.
 18. **LIABILITY:** The total liability of ARCTOS arising out of or related to this Agreement whether based on contract or tort, shall be limited to the compensation actually paid to ARCTOS for professional services. All claims by Client against ARCTOS shall be deemed waived unless written notice of the claim has been provided to ARCTOS within sixty (60) days after substantial completion off the Services performed under this Agreement. Client agrees that any claim or suit for damages made or filed against ARCTOS by Client will be made or filed solely against ARCTOS, a California corporation or its successors or assigns and that no shareholder or employee of ARCTOS shall be personally liable to Client for damages under any circumstances. This limitation of Liability applies to any and all claims, no matter how pleaded, including claims for errors and omissions, breach of contract, negligence, or breach of fiduciary duty and applies to all services performed under this Agreement. ARCTOS total liability to Client and anyone claiming by, through, or under Client for damages shall not exceed the percentage share that ARCTOS' negligence bears to the total negligence of all negligent entities and individuals.
 19. **RIGHT TO STOP WORK:** Contractor shall have the right to stop work if any payment shall not be made timely to Contractor under this agreement; Contractor may keep the job idle until payments due are received. Furthermore, the Contractor may at his option terminate the contract and the owner shall be liable to the Contractor for breach of contract.
 20. **LIMITATIONS:** No action of any character arising from or related to this contract or the performance thereof, shall be commenced by either party against the other more than 2 years after completion or cessation of work under this contract.
 21. **TERMS OF PAYMENT:** All invoices are due within 30 days. Invoices not paid in 30 days will accrue finance charges of 1.5% per month.
-

ORIGIN ID: LVKA (925) 245-1300
MADISON ADKINS
VANGUARD CONSTRUCTION
550 GREENVILLE ROAD
LIVERMORE, CA 94550
UNITED STATES US

SHIP DATE: 12FEB25
ACTWGT: 0.25 LB
CAD: 255428425/INET4535
BILL SENDER

TO **DIVISION OF ENG. SERVICES**
DEPARTMENT OF TRANSPORTATION
1727 30TH ST.

SACRAMENTO CA 95815
REF: (916) 227-7800
INV: PO:

58CJ4/26DE/C6C4

DEPT:



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