



GENERAL ENGINEERING CONTRACTOR
 Residential & Commercial Site Development
 Quality Aggregates & Ready Mixed Concrete
 HBE Equipment Rentals • Sales • Service
 Established in 1953
 CSL #207705

HANSEN BROS. ENTERPRISES
A California Corporation
 P.O. Box 1599
 11727 La Barr Meadows Road
 Grass Valley, California 95945
 Office Phone (530) 273-3381
 Rental Yard Phone (530) 273-3100
 Const. Fax (530) 273-4396
 Fax (530) 272-5401

May 16, 2005

07 - 5 - 6
 May 25, 2007

Ms. Kim Heroy-Rogalski
 California Air Resources Board
 P.O. Box 2815
 Sacramento, CA 95812-2815

Dear Ms. Heroy-Rogalski:

At the urging of other business acquaintances I attended a workshop regarding proposed Off Road Diesel Rule. This workshop was held February 26, 2007 in Sacramento. Prior to that time I had read a little and heard a little about this proposal. Since that date I have read even more. The concerns I have been made aware of have only grown since the workshop.

I am convinced that this Rule, as proposed, would be the death of many small and medium sized businesses such as our company. It is impossible to comply with the replacement and/or retro fitting as proposed by this rule. As an example, I contacted the local Caterpillar dealer to get an estimate for an engine replacement for a 633D Caterpillar self loading scraper. The estimate for \$237,716.56 is enclosed. We have three of these machines. These machines are not manufactured any more. These machines are used at our gravel plant to bring raw material into the plant for processing. These machines are the most efficient way to bring this material to the plant and they cannot be replaced with new machines, which do not exist. To replace these three machines and achieve the same volume of the material it would require five machines different types but similar horsepower. So instead of three engines burning diesel you would have five; and so much for trying to use less diesel overall. We were very fortunate that one of these machines qualified for the Moyer Fund which will pay for approximately \$190,000.00 of the cost of the retro fit. This is just one machine. There is not enough Moyer money to do all the equipment re-powers required by the prospective rule.

Our company cannot afford to replace 10% of our equipment horse power each year! There is only so much money to be spent and it cannot all be spent on diesel powered equipment.

Proudly Serving Nevada County & Surrounding Sierra Nevada Communities Since 1953

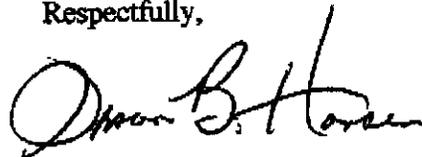
maintaining all of our facilities, vehicles and off road diesel equipment but there simply is not enough money available to be on a 10%, ten year rotation for off road diesel equipment with new.

In some parts of this State companies may be able, due to dry weather conditions which are prevalent in the southern area of California, to work their equipment virtually year round. In the area our company is located we are very seasonal being virtually shut down from December 1 or sooner to May 1, or later. That is 1/3 of the year our equipment cannot work due to inclement weather (we average 50 to 60 inches of precipitation yearly) and/or too wet ground conditions. Equipment working seasonally such as ours frequently does not get enough hours in 10 years to need to be replaced. The components simply are not worn out. Many contractors, such as ourselves, simply cannot afford to replace a piece of equipment with a new piece of equipment when a component wears out. The worn out component is replaced or re-built and placed back into the machine. An analogy might be that a person does not buy a new car when the tires are worn out. New tires are placed on the car, not a new car purchased.

Another result of this proposed ruling is that projects are going to become much more costly. Our State is in dire need of much work on its sanitary sewers and plants, domestic waterlines and plants, storm drains, roads, airports, etc are in very poor condition. This proposed ruling is going to make it much more difficult to do this work and at a much higher cost. Many projects simply will not get done and infrastructure will just get worse. The cost of not being able to do this on our State infrastructure may be the highest cost of all.

I must comment on the statement that the retrofitting, etc could be financed by a "small" increase in revenue (0.1% to 4%) adequate to cover cost of compliance". What a cavalier attitude! Unlike to governments of this State & Country the private enterprise system can not increase revenue through taxes and fees! This is the real world our company is in with real cost, very real competition! Contracts are lost and employment for real people are lost! It would be far more productive to try the carrot instead of the club! This proposed rule needs to be scrapped and a much more practical, economically sound program created which will not cost employment.

Respectfully,



Orson B. Hansen
President

OBH/hh

HOLT
of California

CAT

Fax

P. O. Box X, Sacramento, CA 95813-1306

Date: 3-16-07

Total # of pages: 8

To: Orson Hansen

From: Greg McMurray

Company: Hansen Bros. Inc

Phone: _____

Phone: _____

Fax: 530-272-5401

Fax: _____

Urgent Reply ASAP For Your Review Please Comment

Remarks: Mr. Hansen Following pages are two quotes. One to repower the scraper with a new engine. The other quote is for the exhaust scrubber. Please do not pass out when you see the bottom lines. If you need more info please give me a call.

Thank you _____

Greg McMurray *Greg* _____

PSSR Holt of Ca _____

530-682-3207 _____

633-D-#



PO Box X, Sacramento, CA 95813
FOR BILLING INQUIRIES: (877) 379-6620

EARTHMOVING PHONE: 800-432-5888(SACRAMENTO AREA)

EARTHMOVING PHONE: 800-347-4659(STOCKTON AREA)

ENGINE PHONE: 888-379-1359 TRUCK: 888-379-2644

MATERIAL HANDLING PHONE: 877-973-4900

CAT RENTAL STORE: 800-726-8228

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11727 LA BARR MEADOWS RD
PO BOX 1599
GRASS VALLEY CA

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INVOICE DISCLAIMERS

- EQUIPMENT AND PARTS WARRANTY:** Holt of California has not tested, and does not hereby make any representation or warranty or covenant with respect to the merchantability, and condition, quality, description, durability, or suitability for any such unit in any respect or in connection with or for the purpose and use of this sale. Purchaser acknowledges and agrees that the property was selected by purchaser and that the purchaser is warranted that the property is suitable for purchaser's purpose. Purchaser further agrees that Holt of California's liability, if any, for breach of any express or implied warranty shall be limited to the cost of said personal property and purchaser further waives any right, if any, to test, profits, or any consequential damages of any type.
- SERVICE LABOR WARRANTY:** Holt of California warrants its service labor for six months, 1,000 hours or 50,000 miles, whichever occurs first from date of last labor. This warranty does not apply, if in the opinion of Holt of California, the maintenance or operation is not reasonable and proper. Holt of California shall not be responsible for the removal or installation of any equipment installed by anyone other than Holt of California. All labor shall be provided during Holt of California's normal working hours and any travel time, transportation or overtime shall be charged to the customer. In no event shall Holt of California be responsible, nor should the customer be entitled to any damages for loss or loss of equipment, productivity, or any other consequential damages.

SHIP TO

PLEASE VISIT OUR WEBSITE and JOIN OUR STOREFRONT AT WWW.HOLTCA.COM

INVOICE NUMBER	INVOICE DATE	CUSTOMER NO.	CUSTOMER PURCHASE ORDER NUMBER	STORE	DIV	SALESMAN	TERMS	PAGE
0104317	03-15-07	2470000		01	G	152	2	
PROVNO NO.	DOC. DATE	PC	LC	MC	SHIP VIA			INVOICE SEQ. NO.
0104317	03-07-07	10	10	10				1
MAKE	MODEL	SERIAL NUMBER		EQUIPMENT NUMBER	METER READING	MACH. ID NO.		
AA	633D	025W00469		#SP-119		U88-51		
QUANTITY	ITEM	UNIT	DESCRIPTION	UNIT PRICE	EXTENSION			

*** REPAIR ESTIMATE/QUOTE ***

EXPIRATION DATE: 04/06/07

OBTAIN ENGINE

TIER 3 REPOWER
OG ENG 3408, UNREGULATED, 450 HP
NEW ENG, TIER 3 500 HP, C-18

GUARANTEED PTS	53000.00 *
GUARANTEED LBR	8157.00 *
GUARANTEED MSC	510.00 *

OBTAIN AIR CLEANER

GUARANTEED PTS	2496.34 *
GUARANTEED LBR	800.00 *

OBTAIN MUFFLER

GUARANTEED PTS	2123.42 *
GUARANTEED LBR	1200.00 *

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TERMS OF PAYMENT: NET 10 for all equipment purchases and rental transactions; NET 10th PROX. for all parts purchases and service transactions. A FINANCE CHARGE OF 1.5% per month will be applied to all past due invoices.

In the event the account becomes delinquent, the customer will pay all costs of collection including reasonable attorney fees and court costs incurred by Holt of California in collecting any indebtedness of customer to Holt of California.

PAY THIS AMOUNT	▶	CONT'D
AMOUNT CREDIT	▶	



PO BOX X, SACRAMENTO CA 95813
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CUSTOMER ORIGINAL

FORM NO. 1122010 (8/94)



PO Box X, Sacramento, CA 95813
 FOR BILLING INQUIRIES: (877) 379-6620
 EARTHMOVING PHONE: 800-482-8888(SACRAMENTO AREA)
 EARTHMOVING PHONE: 800-347-4656(STOCKTON AREA)
 ENGINE PHONE: 888-873-1259 TRUCKS: 888-873-2844
 MATERIAL HANDLING PHONE: 877-375-4100
 CAT RENTAL STORE: 800-728-8228
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- SERVICE LABOR WARRANTY:** Holt of California warrants its service labor for six months, 1,000 hours or 50,000 miles, whichever occurs first less than of lost labor. This warranty does not apply, if in the opinion of Holt of California, the performance or operation is not reasonable and proper. Holt of California shall not be responsible for the removal or installation of any component installed by anyone other than Holt of California. All labor shall be provided during Holt of California's normal working hours and any travel time, transportation or overtime shall be charged to the customer. In no event shall Holt of California be responsible, nor should the customer be entitled to any damages for loss or use of equipment, productivity, or any other consequential damages.

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INVOICE NUMBER	INVOICE DATE	CUSTOMER NO.	CUSTOMER PURCHASE ORDER NUMBER	STORE	DIV	SALESMAN	TERMS	PAGE
0104317	03-15-07	2470080		01	G	152	2	2
PROVNO NO.	DOC. DATE	PC	LC	MC	SHIP VIA			INVOICE SEQ. NO.
0104317	03-07-07	10	10	10				1
MAKE	MODEL	SERIAL NUMBER		EQUIPMENT NUMBER	MEYER BEARING	MATCH ID NO.		
AA	633D	025W00469		#SP-119		U88-51		
QUANTITY	ITEM	*MR	DESCRIPTION		UNIT PRICE	EXTENSION		

*** REPAIR ESTIMATE/QUOTE ***

OBTAIN EXHAUST HEAT SHIELD

GUARANTEED PTS 2606.76 *
 GUARANTEED LBR 1800.00 *

OBTAIN AIR LINE/PIPE

GUARANTEED PTS 5500.00 *
 GUARANTEED LBR 3500.00 *

OBTAIN ENGINE SUPPORT/BACKET

GUARANTEED PTS 2914.58 *
 GUARANTEED LBR 2500.00 *

OBTAIN ACCESSORY DRIVE

GUARANTEED PTS 3949.46 *

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PAY THIS AMOUNT ▶	CONT'D
AMOUNT CREDIT ▶	



PO BOX X, SACRAMENTO CA 95813
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FORM NO. T122018 (8/04)

CUSTOMER ORIGINAL



PO Box X, Sacramento, CA 95813
 FOR BILLING INQUIRIES: (877) 379-6620
 EARTHMOVING PHONE: 800-452-5000(SACRAMENTO AREA)
 EARTHMOVING PHONE: 800-347-4888(STOCKTON AREA)
 ENGINE PHONE: 888-873-1389 TRUCKS 888-873-2544
 MATERIAL HANDLING PHONE: 877-373-4700
 CAT RENTAL STORE: 800-756-8228
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- SERVICE LABOR WARRANTY:** Holt of California warrants its service labor for six months, 1,000 hours or 50,000 miles, whichever occurs first, from date of last labor. This warranty does not apply, if in the opinion of Holt of California, the performance or operation is not reasonable and proper. Holt of California shall not be responsible for the removal or installation of any components installed by anyone other than Holt of California. All labor shall be provided during Holt of California's normal working hours and any travel time, transportation or overtime shall be charged to the customer. In no event shall Holt of California be held liable, nor should the customer be entitled to any damages for loss of use of equipment, productivity, or any other consequential damages.

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INVOICE NUMBER	INVOICE DATE	CUSTOMER NO.	CUSTOMER PURCHASE ORDER NUMBER	STORE	DIV	SALESMAN	TERMS	PAGE	
0104317	03-15-07	2470000		01	G	152	2	3	
RSO AND NO.	DOC DATE	PC	LC	MC	SHIP VIA			INVOICE SEQ. NO.	
0104317	03-07-07	10	10	10				1	
MAKE	MODEL	SERIAL NUMBER	EQUIPMENT NUMBER	METER READING	MACH. ID NO.				
AA	633D	0251000469	#SP-119		U88-51				
QUANTITY	ITEM	*N/R	DESCRIPTION	UNIT PRICE	EXTENSION				
	* * * REPAIR ESTIMATE/QUOTE * * *								
			GUARANTEED LBR		100.00 *				

	OBTAIN FUEL SUPPLY/RETURN LINES								
			GUARANTEED PTS		2037.59 *				
			GUARANTEED LBR		1700.00 *				

	OBTAIN HIGH SPEED OIL CHANGE GP								
			GUARANTEED PTS		594.06 *				
			GUARANTEED LBR		100.00 *				

	OBTAIN RADIATOR								
			GUARANTEED PTS		25000.00 *				
			GUARANTEED LBR		8198.00 *				

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PAY THIS AMOUNT ▶	CONT'D
AMOUNT CREDIT ▶	



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 FOR BILLING INQUIRIES: (877) 379-6620
 EARTHMOVING PHONE: 800-452-5888(SACRAMENTO AREA)
 EARTHMOVING PHONE: 800-547-4858(STOCKTON AREA)
 ENGINE PHONE: 888-373-1888 TRUCK: 888-373-2544
 MATERIAL HANDLING PHONE: 877-379-4100
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0104317	03-15-07	2470000		01	G	752	2	4
PSC/WO NO.	DOC DATE	PC	LC	MC	SHIP VIA			INVOICE SEQ. NO.
0104317	03-07-07	10	10	10				1
MAKE	MODEL	SERIAL NUMBER		EQUIPMENT NUMBER	METER READING		MACH. ID NO.	
AA	633D	025W00469		#SP-119			088-51	
QUANTITY	ITEM	*N/B	DESCRIPTION			UNIT PRICE	EXTENSION	
* * * REPAIR ESTIMATE/QUOTE * * *								
OBTAIN FAN						GUARANTEED PTS	3872.79 *	
						GUARANTEED LBR	3000.00 *	

OBTAIN FAN DRIVE						GUARANTEED PTS	3563.08 *	
						GUARANTEED LBR	2000.00 *	

OBTAIN TC/TRANS OIL COOLER						GUARANTEED PTS	3500.00 *	
						GUARANTEED LBR	3000.00 *	

OBTAIN COOLANT HOSE/LINES						GUARANTEED PTS	1500.00 *	

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PAY THIS AMOUNT ▶	CONT'D
AMOUNT CREDIT ▶	



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 FOR BILLING INQUIRIES: (877) 379-6620

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PO Box X, Sacramento, CA 95813
 FOR BILLING INQUIRIES: (877) 379-6620
 EARTHMOVING PHONE: 800-452-6899(SACRAMENTO AREA)
 EARTHMOVING PHONE: 800-847-4658(STOCKTON AREA)
 ENGINE PHONE: 888-373-1889 TRUCK: 888-373-2844
 MATERIAL HANDLING PHONE: 877-373-4100
 CAT RENTAL STORE: 800-736-8228
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 GRASS VALLEY CA

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INVOICE NUMBER	INVOICE DATE	CUSTOMER NO.	CUSTOMER PURCHASE ORDER NUMBER	STORE	DIV	SALESMAN	TERMS	PAGE
0104317	03-15-07	2470000		01	G	152	2	5
PSAWO NO.	DOC DATE	PC	LC	MC	SHIP VIA			INVOICE SEQ. NO.
0104317	03-07-07	10	10	10				

MAKE	MODEL	SERIAL NUMBER	EQUIPMENT NUMBER	METER READING	MACH. ID NO.
AA	633D	025W00469	#SP-119		088-51

QUANTITY	ITEM	*W/E	DESCRIPTION	UNIT PRICE	EXTENSION
			*** REPAIR ESTIMATE/QUOTE *** GUARANTEED LBR		1500.00 *
	OBTAIN ELECTRIC SYSTEM		GUARANTEED PTS GUARANTEED LBR		4000.00 * 2500.00 *
	OBTAIN ETHER STARTING AID		GUARANTEED PTS GUARANTEED LBR		356.26 * 480.00 *
	OBTAIN DRIVE TRAIN OIL LINES		GUARANTEED PTS GUARANTEED LBR		1000.00 * 4000.00 *

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PAY THIS AMOUNT ▶	CONT'D
AMOUNT CREDIT ▶	



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CUSTOMER ORIGINAL



PO Box X, Sacramento, CA 95813
 FOR BILLING INQUIRIES: (877) 379-8620
 EARTHMOVING PHONE: 800-452-6888(SACRAMENTO AREA)
 EARTHMOVING PHONE: 800-347-4688(STOCKTON AREA)
 ENGINE PHONE: 888-373-1858 TRUCK: 888-373-2544
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0104317	03-15-07	2470000		01	G	152	2	6
PSAWO NO.	DOC DATE	PC	LC	MC	SHIP VIA			INVOICE SEQ. NO.
0104317	03-07-07	10	10	10				1
MAKE	MODEL	SERIAL NUMBER	EQUIPMENT NUMBER	METER READING	MACH. IS NO.			
AA	633D	025W00469	#SP-119		088-51			
QUANTITY	ITEM	#/R	DESCRIPTION	UNIT PRICE	EXTENSION			

* * * REPAIR ESTIMATE/QUOTE * * *

OBTAIN HOOD

GUARANTEED PTS 1500.00 *
 GUARANTEED LBR 9600.00 *

 CAL SALES TAX 7 1/4% 8701.76 T
 NEVADA COUNTY TAX 150.03 T
 .00 T

*** THANK YOU FOR DOING BUSINESS WITH HOLT OF CALIFORNIA ***

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PAY THIS AMOUNT	▶	183011.13
AMOUNT CREDIT	▶	



PO BOX X, SACRAMENTO CA 95813
 FOR BILLING INQUIRIES: (877) 379-8620

CUSTOMER ORIGINAL

FORM NO. 712501B (8/04)



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 FOR BILLING INQUIRIES: (877) 379-8820
 EARTHMOVING PHONE: 900-489-5888(SACRAMENTO AREA)
 EARTHMOVING PHONE: 800-347-4888(STOCKTON AREA)
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 MATERIAL HANDLING PHONE: 877-873-4100
 CAT RENTAL STORE: 800-736-8228
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95945 1599

INVOICE DISCLAIMERS

- EQUIPMENT AND PARTS WARRANTY:** Holt of California has not made, and does not hereby make, any representation or warranty or guarantee with respect to the availability, and condition, quality, description, durability, or suitability for any such unit in any respect or in connection with or for the purpose and use of the sale. Purchaser acknowledges and agrees that the property was conveyed by purchaser and that the purchaser is notified that the property is available for purchaser's purpose. Purchaser further agrees that Holt of California's liability, if any, for breach of any express or implied warranty shall be limited to the cost of and removal of property and purchaser further waives any right, if any, to lost profits, or any consequential damages of any type.
- SERVICE LABOR WARRANTY:** Holt of California warrants its service labor for six months, 1,000 hours or 50,000 miles, whichever occurs first, from date of last labor. This warranty does not apply, if in the opinion of Holt of California, the performance of equipment is not reasonable and proper. Holt of California shall not be responsible for the removal or installation of any components installed by anyone other than Holt of California. All labor shall be provided during Holt of California's normal working hours and any travel time, transportation or otherwise shall be charged to the customer. In no event shall Holt of California be responsible, nor should the customer be entitled to any charges for loss or use of equipment, productivity, or any other consequential damages.

SHIP TO

PLEASE VISIT OUR WEBSITE and JOIN OUR STOREFRONT AT WWW.HOLTCA.COM

INVOICE NUMBER	INVOICE DATE	CUSTOMER NO.	CUSTOMER PURCHASE ORDER NUMBER	STORE	DIV	SALESMAN	TERMS	PAGE
0104319	03-15-07	2470000		01	G	152	2	1
PSOANO NO.	DOC. DATE	PC	LC	MC	SHIP VIA			INVOICE SEC. NO.
0104319	03-07-07	10	10	10				2
MAKE	MODEL	SERIAL NUMBER		EQUIPMENT NUMBER	METER READING		MACH. ID NO.	
AA	633D	025W00469		#SP-T19			UBB-51	
QUANTITY	ITEM	*M/E	DESCRIPTION			UNIT PRICE	EXTENSION	

*** REPAIR ESTIMATE/QUOTE ***

EXPIRATION DATE: 04/06/07

OBTAIN EXHAUST SCRUBBER

GUARANTEED PTS	45266.00 *
GUARANTEED LBR	5940.00 *
GUARANTEED MSC	150.00 *

CAL SALES TAX 7 1/4%	3292.66 T
NEVADA COUNTY TAX	56.77 T
----	.00 T

*** THANK YOU FOR DOING BUSINESS WITH HOLT OF CALIFORNIA ***

All parts returned for credit must be accompanied by a copy of the Holt of California parts packing slip or invoice. No returns without authorization. All authorized returns are subject to a handling charge.

TERMS OF PAYMENT: NET 10 for all equipment purchases and rental transactions; NET 10th PROX. for all parts purchases and service transactions. A FINANCE CHARGE OF 1.5% per month will be applied to all past due invoices.

In the event the account becomes delinquent, the customer will pay all costs of collection including reasonable accrued attorney fees and court costs incurred by Holt of California in collecting any indebtedness of customer to Holt of California.

PAY THIS AMOUNT	▶	54705.43
AMOUNT CREDIT	▶	



PO BOX X, SACRAMENTO CA 95813
 FOR BILLING INQUIRIES: (877) 379-8820

CUSTOMER ORIGINAL

FORM NO. T122018 (8/94)