

Second Bidder

11-10-15P12:02 RCVD

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

CONTRACT NO:	07-243204
BID AMOUNT: \$	2,496,447.72
BID OPENING DATE:	November 4, 2015
BIDDER'S NAME:	Peterson-Chase General Engineering Construction, Inc.
DBE GOAL FROM CONTRACT %:	14%

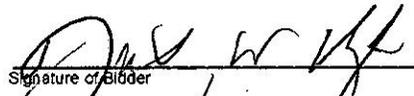
DBE PRIME CONTRACTOR CERTIFICATION ¹ :	TOTAL NUMBER OF ALL SUBCONTRACTS (DBE & NON-DBE)	TOTAL VALUE OF ALL SUBCONTRACTS (DBE & NON-DBE)
N/A	3	\$430,910.00

BID ITEM NO.	ITEM OF WORK AND DESCRIPTION OF SERVICES TO BE SUBCONTRACTED OR MATERIALS TO BE PROVIDED ²	WORK CATEGORY CODES ³	NAME OF DBEs (Must be certified on the date bids are opened. Include Caltrans' certification no., DBE address, and phone number. Show 2nd and lower tier subcontractors)	AMOUNT (\$)
43 44, 45	Maintain Exist. TMS Mod. Lighting & Sign Illum.	C8602	California Professional Engineering #31277 929 Otterbein Ave, Unit E, La Puente, CA 91748 (626) 812-1338	\$384,000.00
17, 18	Fabricate CIDH Rebar Cages	C5201	Vista Steel Co., #40645 6100 "A" Francis Botello Rd. Gofeta, CA 93117 (805) 964-4732	\$30,717.00

Show all DBE firms being claimed for credit, regardless of tier. Attach written confirmation from each DBE shown stating that it will be participating in the contract to perform the specific work shown for the specific amount agreed to.	\$ 414,717.00
The names of the 1st tier DBE subcontractors and items of work must be consistent with the Subcontractor List (Pub Cont Code § 4100 et seq.).	Total Claimed Participation 16.61 %

¹Each DBE prime contractor must enter its certification number and show all work to be performed by DBEs, including work performed by its own forces.
²If 100% of an item is not to be performed or furnished by the DBE, describe the exact portion of the item to be performed or furnished.
³Use Work Category Codes from the California Unified Certification Program database.

The bidder acknowledges that it is committed to use the DBEs shown on this form to meet the contract goal (48 CFR 26.53).


 Signature of Bidder
 Date 11/10/15 (949) 252-0441
 (Area Code) Tel. No.
 Dick W. Vogels
 Person to Contact (Please Type or Print)

Peterson-Chase General Engineering

Bidder's Name: Construction, Inc.

Contract No: 07-243204

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

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

Name of DBE Solicited	Date of Initial Solicitation	Items of Work Offered	Follow Up Methods and Dates
NONE			

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

Items of Work	Provided Plans/ Specifications for Work Offered Yes/No	Name of Selected Firm	DBE or Non-DBE	Name of Rejected Firm	Quote (\$)	Price Difference (\$)
NONE	<input type="checkbox"/> YES <input type="checkbox"/> NO					
	<input type="checkbox"/> YES <input type="checkbox"/> NO					
	<input type="checkbox"/> YES <input type="checkbox"/> NO					
	<input type="checkbox"/> YES <input type="checkbox"/> NO					
	<input type="checkbox"/> YES <input type="checkbox"/> NO					
	<input type="checkbox"/> YES <input type="checkbox"/> NO					
	<input type="checkbox"/> YES <input type="checkbox"/> NO					
	<input type="checkbox"/> YES <input type="checkbox"/> NO					
	<input type="checkbox"/> YES <input type="checkbox"/> NO					

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

Peterson-Chase General Engineering
Construction, Inc.

Bidder's Name:

Contract No.: 07-243204

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

Description of Outreach	Dates	Location (if applicable)	Results
NONE			

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

NONE

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

NONE

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

NONE

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

NONE

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

NONE

NOTE: USE ADDITIONAL SHEETS OF PAPER IF NECESSARY.

ADA Notice

For individuals with sensory disabilities, this document is available in alternate formats. For information, call (916) 445-1233, TTY 711, or write to Records and Forms Management, 1120 N Street, MS-88, Sacramento, CA 95814.

California Professional Engineering, Inc.

Estimate Number
15-542

929 Otterbein Avenue Unit E
La Puente, CA 91748
License # 793907 Exp: 04/30/2017
Classifications: A C-10 C-20; 8A Certified
LSBE Certified LA County #54567 Exp: 10/31/2016
SBE Certified DGS #54567 Exp: 10/31/2016
SMBE/DBE/UDBE Certified Caltrans #31277 Exp: -
DIR #1000001980 Exp. 06/30/2016
Union Signatory

Project Name: *REPLACE OVERHEAD SIGN*

Project #: *07-243204*

Agency: *CALTRANS DISTRICT 07*

Bid Due Date: *11/4/2015*

Bid Due Time: *2:00PM*

REVISED

Conditions Set Forth:

1. Estimate Based On One (1) Mobilization Only Unless Otherwise Noted. Each Extra Move-In: \$1,500.00.
2. If Loop Work Quoted, Loop Stub-Out Must Be Existing & Marked If Not Called Out To Replace Per Plans.
3. 2-Weeks Notification Required For Any Loop Work.
4. If You Are The Lowest Bidder & Listed CPE, Please Inform Us Within 48 Hours. Electrical Material May Also Contain Long-Lead Items.
5. Quote Valid For: 30 Days.

CPE is pleased to provide this estimate for the intended use of the Contractor to furnish labor and/or material in strict accordance with the plans and specifications as follows:

Item #	Description:	UOM:	Qty:	Unit Price:	Subtotal:
43	MAINTAINING EXISTING TRAFFIC MANAGEMENT SYSTEM ELEMENTS DURING CONSTRUCTION	LS	1	2,000.00	2,000.00
44	MODIFY SIGN ILLUMINATION	LS	1	328,000.00	328,000.00
45	MODIFY LIGHTING AND SIGN ILLUMINATION	LS	1	54,000.00	54,000.00
*REVISED @ 1:31pm					

Exclusions: Bond Premium; All Permits; Signage; Lane Closure Request, Traffic Control, and Traffic Control Plan; Water; Sidewalk Concrete; Regulatory Signs; Pedestrian Barricade; Hauling Dirt, Debris, & Concrete Foundation Away; All Concrete Work; Handicap Ramps; Repaving Street; Repaving Potholes; USA Marking Removals; Irrigation Work, Striping; Cold Mix; Any Inspection Fees; Detector Cards; Temporary Loops; And/Or High Voltage Line Conflicts, Unless Otherwise Noted. Certificates of Insurance will be provided upon award of subcontract - any change in company standard verbiage may or may not be available depending on our current carrier.

Terms: Due & payable in 30 days upon completion; 1.5% monthly interest will apply thereafter. Bid based on entire bill of material and services and is inseparable unless written authorization is provided by CPE.

TOTAL: \$384,000.00

Acceptance _____



DATE: November 3, 2015
BID DATE: November 4, 2015
ESTIMATE NO: LA2015-075

OFFER

PROJECT: **CALTRANS 07-243204**
In LA County and Sant Clarita between
Rout 118 & Kern County line

OWNER: LA County
ARCHITECT: CALTRANS
ENGINEER: CALTRANS
PLANS AND DATE: 1-151 (July 20, 2015)
SPECIFICATIONS: CALTRANS Standard Section 52
ADDENDA(UM): No. 1

VISTA STEEL COMPANY (hereafter called the Seller) offers to supply the following described materials and labor required for the above project by the above identified plans and specifications in accordance with the conditions of the Manual Of Standard Practice of the American Concrete Institute and in accordance with the following terms and conditions:

Caisson cages assembled and stockpiled.

ITEM NO	DESCRIPTION	UOM	EST QTY.	UNIT PRICE	TOTAL
17	54" CIDH PILE (SIGN FDN)	LF	19	165.11 LF	\$ 3,137.00
18	60" CIDH PILE (SIGN FDN)	LF	140	197.00 LF	\$ 27,580.00
					\$ 30,717.00

Note: This is a 4 page Offer. Acceptance of this page is acceptance of all 4 pages. Sections A, E, F & J must be incorporated in any Contract without modification.

DRI # 1000004712
VISTA STEEL COMPANY IS A SMALL BUSINESS ENTERPRISE - SBE
VISTA STEEL COMPANY IS A DISADVANTAGE BUSINESS ENTERPRISE - DBE
CALTRANS CERTIFICATE NUMBER CT-008204
VISTA STEEL COMPANY IS AN EQUAL OPPORTUNITY EMPLOYER
VISTA STEEL COMPANY IS A SMALL BUSINESS WITH THE STATE OF CALIFORNIA- SUPPLIER #22979

Ventura Facility (Main Plant)	331 West Lewis St. Ventura, Ca. 93001	PH 805-653-1189	FAX 805-652-1873
Goleta Facility (Corporate Office)	6100 "A" Francis Botello Rd. Goleta, Ca. 93117	PH 805-964-4732	FAX 805-964-1051

A. MISCELLANEOUS BUYER'S RESPONSIBILITIES

- Buyer shall furnish without charge to Seller all lines, centers, grades, elevations, templates, ramps, racks, bracing and scaffolds in place complying with all safety requirements and suitable for most efficient placement of rebar.
- Buyer shall furnish without charge to Seller manlifts if required by State Safety Order, Union Agreement, or job conditions.
- Buyer shall furnish without charge to Seller drinking water, first aid and sanitary facilities.
- Buyer shall furnish without charge to Seller space for delivery and storage of steel within 50 feet of all places where material is to be used or hoisted and accessible to semi-tractor trailers under their own power. Buyer shall furnish protection of vertical protruding reinforcing steel for the safety of those working above.
- Buyer shall not double form nor place form ties before reinforcing steel is installed.
- Buyer shall furnish approved working drawings of the temporary support system for column cages which the bid documents may require. Buyer shall be responsible for all deadmen, guying and temporary support of column cages.
- Buyer shall notify Seller of any shortages in F.O.B. material within forty-eight hours after delivery. No claim will be honored if notification is made beyond that time.
- Buyer shall provide proof of financial responsibility and satisfactory credit history.

B. SCHEDULING

- This offer is based on logical and timely scheduling of Vista Steel Company's and other subcontractors' activities allowing efficiency of performance and avoiding interference between trades.
- This offer is also based upon detailing, fabricating and placing on a normal 8-hour day shift, 5-day, 40-hour week, with a minimum of 8 hours of work for 1 man per each request for placers. Overtime for office, shop and field personnel incurred by Seller at Buyer's request for deviation from this schedule shall be billed to the Buyer as an extra. Installation will be based on conventional construction, timely receipt of complete plans, specifications, California Preliminary Notice and adequate schedule to which the buyer is a party. Buyer shall furnish design information and construction schedules in sufficient time to allow for preparation and approval of detail drawings plus a minimum of 7 working days for fabrication and delivery. Reinforcing steel splicing will be as shown on the plans only. Any additional splices added or any increase in dowel length furnished for the convenience of the Buyer and not paid for by the Owner will be paid for by the Buyer. If, at any time a Buyer's representative calls for steel placers and they arrive to the job at a designated time and the job is not ready, there will be a charge to the Buyer for show-up time (as per Union Regulations). In the event of a schedule delay caused by the Buyer and/or Buyer's subcontractor(s), the Seller has the right to schedule in accordance with manpower availability not to exceed 3 working days. Forty-eight hours notice is required for cancellation of scheduled deliveries.
- If this job is held up for a period of 60 days or more for any reason, this offer may be subject to change based on cost increases.

C. DELIVERIES

- Prices are based on deliveries from Seller's warehouse in minimum 20-ton truckloads. Additional deliveries for Buyer's convenience will be charged as an extra to the contract amount.
- Deliveries that are not unloaded within 2 hours because of Buyer's neglect will be charged for at Vista Steel Company's current hourly delivery rate.

D. DELAYS

- Seller shall not be liable for any delays occasioned by causes not within its reasonable control, including labor disputes, disasters, governmental acts, or unavailability of materials from its usual source of supply, or any repair of damage not caused by it. Penalties and liquidated damages shall be borne by Buyer.

E. EXCLUSIONS Pursuant to the Manual of Standard Practice of the Concrete Reinforcing Steel Institute (CRSI) and/or the ACI Manual of Standard Practice, the following are excluded:

- Testing and inspection other than mill test reports.
- Bonding and/or the cost of bonds required by Buyer or the Project Owner and/or furnishing additional insurance above Seller's basic general and auto liability of \$1,000,000 combined single limit for bodily injury or property damage. The cost of any such bonds or insurance, as well as the cost of any riders, attachments, or endorsements required by Buyer which change the cost of any insurance policy carried by Seller shall be borne by Buyer.
- **Hoisting.** (Buyer shall furnish without charge suitable equipment fully operated for hoisting or lowering of reinforcing material, including unloading and reloading of trucks at docks, setting of cages and/or assemblies and power placing of individual bars that Seller may require.)
- Plain round bars (smooth dowels or bars), threaded bars, sleeves, anchors, studs, bolts and inserts.
- Cutting, cleaning, straightening, and bending existing steel.
- Pour watchmen if required by plans, specs, or Buyer.
- The cost of welding tests and inspection. (Unless specifically indicated otherwise in scope of work above).
- Material and labor for repair of damage resulting from weather, flood, cave-in or other acts of God.
- Traffic control and/or flagging.
- Field inspections.
- Samples.
- Layout of masonry dowels.

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VISTA Steel Company

E. EXCLUSIONS (cont.)

- All reinforcing not shown on plans but which could be called for in various codes and titles. (Refer to ACI Manual of Standard Practice for Detailing, Chapter 6).
- Protective caps for exposed reinforcing steel ends.
- Cleaning, sandblasting or reworking of any reinforcing due to negligence or carelessness of Buyer and/or Buyer's other subcontractors.
- All welding. (Unless specifically indicated otherwise in scope of work above).
- Furnishing and/or welding of dowels and/or anchors which weld to miscellaneous and/or structural steel.
- Field bending of any reinforcing steel.
- Splices and added reinforcing bars for construction joints and/or control joints not shown on the drawings.
- Drilling, grouting, dry-packing, epoxy mortaring and placing bars in drilled holes.
- The setting of assembled and stockpiled cages.
- Fastening accessories on steel assemblies designated as "stockpiled" or "F.O.B. our truck, jobsite".
- Pulling wire mesh, chairing, blocking or otherwise establishing mesh depth for pour.

SPECIAL CONDITIONS:

- In consideration of the current volatility of reinforcing steel pricing, Subcontractor will require the following clause in the subcontract agreement, "Subcontractor may require prepayment of materials or payment at the time of purchase for materials for this project.

F. CONDITIONS

- Approval for pouring or embedment in concrete shall terminate Seller's responsibility for that portion of the work.
- Buyer shall furnish Manlift if required.
- Masonry vertical reinforcing is estimated one piece full height (Additional laps, no matter at whose request, will be furnished at additional cost to Buyer).
- Seller may subcontract portions of work herein.
- Buyer shall furnish at no cost to seller, information on all pour joints as well as pouring sequence and verification of all dimensions indicated as plus or minus prior to detailing of steel.
- Minimum dimensions shown on plans are figured as maximum.
- Buyer shall furnish firm level sub grade at elevation shown on the plans.
- **BUYER SHALL PROVIDE SELLER WITH (2) CONSTRUCTION SETS OF PLANS WHEN JOB IS AWARDED.**

G. PAYMENTS

- Each calendar month, an estimate shall be made by the seller of the value of material fabricated and shipped (placed or not) and of the value of the installation work done up to that time at the project site. 100% of such estimate shall be paid upon receipt of funds by Buyer from Owner, but in no case later than the last day of the month following Vista Steel Company's billing date.
- Past due accounts shall bear interest at the lower of 18% per annum or the maximum rate allowed by law.
- Prompt payment shall be a condition precedent to performance by Seller. In the event Buyer fails to make payment as herein provided or if the Seller shall have reasonable doubt as to the Buyer's financial responsibility, Seller shall have the right to suspend performance until payment or receipt of satisfactory proof of responsibility, or Seller may elect to terminate all of Seller's obligations and Buyer's rights and require payment in full to the date of such termination, without deduction for retention, all without prejudice to any other rights of seller. Seller reserves the right to contact the Owner and/or Prime Contractor in the event of late payment or non-payment.
- Seller shall retain title to all materials until paid for in full or incorporated into the structure, and all material unused at the completion of construction.
- Buyer shall send all payments to **VISTA STEEL COMPANY, 6100 A FRANCIS BOTELLO ROAD, GOLETA, CA. 93117.**

H. BACKCHARGES

- Any work to be performed by the Buyer which could originate a back charge to the Seller must be approved in advance by the signature of an authorized Seller's representative.
- Buyer shall not supply any of the material, labor or services covered in this proposal without prior written consent of Vista Steel Company.

I. CHANGE ORDERS

- Seller shall have the right to require that proposed changes be authorized in advance and in writing through a contract change order issued by the Buyer's main office or authorized jobsite representative prior to Seller scheduling detailing, fabrication, or installation of any material for said changes. If, however, in order to increase efficiency and to expedite the work, Seller does not request and/or obtain prior written authorization, Seller retains the right to compensation for such modifications or extras. Any modifications resulting in additional charges will be included with the next regular billing and shall be paid without retention.

J. CURRENT COSTS

- Seller's offer is based upon current costs. In the event of delay in commencement of work and/or delay in completion of the work beyond the original completion time and/or announced increases, Seller reserves the right to pass on its actual cost increases plus overhead and profit.

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VISTA Steel Company

K. LEGAL FEES

- In the event of non-payment or dispute, the non-prevailing party shall pay the costs of collection or resolution, including reasonable attorney fees, if any. Settlement shall be based upon theoretical weights, per Seller's invoices, absent contrary showing. Seller reserves the right to use arbitration as a means of settlement.

L. OTHER TERMS

- Seller's offer is based on all the above terms and conditions. It is void if any of them is unacceptable to the Buyer, however, different terms and conditions and accordingly adjusted price(s) could be considered by the Seller under Buyer's request.
- Vista Steel Company will indemnify and name additional insured other parties as and if requested but subject only to the extent Vista Steel Company is responsible for the claim.
- Seller's offer is based on Buyer performing its own concrete work. If Buyer elects to subcontract the concrete work, the Seller has the right to review its offer and approve the proposed concrete subcontractor selected.
- If Seller is requested by Buyer to sign a contract different in form than this offer, Buyer agrees that a copy of this offer shall be attached as an exhibit to the contract and that the following language will be added to the contract:
- This contract incorporates by reference the terms and conditions of the written offer of VISTA STEEL COMPANY, dated _____, a copy of which is attached as Exhibit _____, which said terms and conditions shall supersede any contrary provisions contained in this document.
- This offer is valid until another subcontractor is listed by the Buyer or until a letter of intent is received on or before 12/04/2015, whichever comes first.
- Acceptance of this 4 page offer shall constitute a binding contract (Listing Vista Steel Co. is, by definition, acceptance).

The above offer is accepted:

BUYER: _____

BY: _____

TITLE: _____

DATE: _____

SELLER: VISTA STEEL COMPANY

 BY: Maria DiMaggio
 President

DATE: 11/3/2015

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VISTA Steel Company

Second Bidder⁰⁷



Caltrans[®]

**STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION**

FORMS FOR BID

**FOR CONSTRUCTION ON STATE HIGHWAY IN LOS ANGELES COUNTY IN
AND NEAR LOS ANGELES AND SANTA CLARITA BETWEEN THE JUNCTION
OF ROUTE 118 AND KERN COUNTY LINE**

In District 07 On Route 5

Under

Notice to Bidders and Special Provisions dated October 5, 2015

Standard Specifications dated 2010

Project plans approved July 20, 2015

Standard Plans dated 2010

**To be submitted conjointly with
Electronic Bid book dated October 5, 2015**

Identified by

Contract No. 07-243204

07-LA-5-39.4/R88.6

Project ID 0714000274

Federal-Aid Project

ACNHPI-005-3(112)E



PETERSON/CHASE
GENERAL ENGINEERING
CONSTRUCTION, INC.

11-10-15P12:02 RCVD

Via "GSO" Overnight

Second Bidder

November 9, 2015

State of California
Department of Transportation
1727 30th Street, MS -43
Sacramento, CA 95816

Attn: **Office Engineer - BIDDER DBE COMMITMENT AND GOOD FAITH EFFORT DOCUMENTATION**

Re: Project Name: **REPLACE OVERHEAD SIGN PANELS TO TYPE XI RETROREFLECTIVE
SIGNS**
Location: **07-LA-5-39.4/R88.6**
Contract #: **07-243204**
Bid Date: **11/4/2015**
P/C Bid #: **5283**

Gentlemen:

Please find enclosed the DBE Commitment and Good Faith Effort documentation for the above referenced contract.

If you have any questions please call Dick Vogels at 949-252-0441.

Sincerely,
Peterson-Chase Construction, Inc.

Kali Goglanian
Administrative Asst.

Enclosure