

Third Bidder

02-25-15P03:06 RCVD

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

CONTRACT NO: 08-1C9004
 BID AMOUNT: \$ 872,338.90
 BID OPENING DATE: 2/24/15
 BIDDER'S NAME: RSB GROUP, INC.
 DBE GOAL FROM CONTRACT %: 11%

DBE PRIME CONTRACTOR CERTIFICATION¹: _____ TOTAL NUMBER OF ALL SUBCONTRACTS (DBE & NON-DBE) 4 TOTAL VALUE OF ALL SUBCONTRACTS (DBE & NON-DBE) 177,695.90

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 (\$)
18,19	Concrete Polyester Overlay		IRB Construction 725 6th St. Marysville, CA 95901	105,475
38,39	STRIPING DBE: N/A	(916) 612-6406 (909) 884-7170	CALSTRIP 2040 E. Steel Rd. Colton CA 92324	9,558.-
29	Rebar DBE# 33825	(909) 884-6031	American Steel Placer 603 S. Arrowhead Ave. San Bernardino CA	38,724.50

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.

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.).

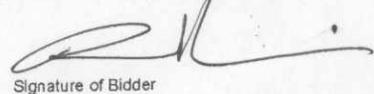
¹Each DBE prime contractor must enter its certification number and show all work to be performed by DBEs, including work performed by its own forces.

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.

Total Claimed Participation \$ See pg 2. % _____

The bidder acknowledges that it is committed to use the DBEs shown on this form to meet the contract goal (49 CFR 26.53).


 Signature of Bidder

Date 2/24/15 (Area Code) Tel. No. 949-454-1999

Ramak Sepehri
 Person to Contact (Please Type or Print)

ADA Notice For individuals with sensory disabilities, this document is available in alternate formats. For information, call (916) 445-1233, TTY 711, or write to Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814.

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13,14,15	GIRWDING AC+Concrete		Pavement Recycling	23,938.40
	DBE: N/A	(951) 682-1091	10240 San Seraine way Jurupa Valley, CA 91752	

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.

Total Claimed Participation \$ 144,199.50

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.).

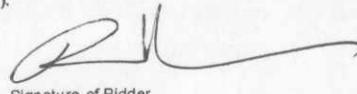
16.5 %

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Signature of Bidder
2/24/15 949-454-1999
 Date (Area Code) Tel. No.

Ramak Sepehri
 Person to Contact (Please Type or Print)

AMERICAN STEEL PLACERS, INC*Reinforcing Southern California*

603 S. Arrowhead Ave., San Bernardino, CA 92408

(909) 884-6031 * (909) 884-6032 Fax

License No. 568513 Exp. 9/30/2015

CERTIFIED**SBE, MBE, UDBE, CUCP#33825****DATE: 02/24/15****PAGE 1 OF 3****PROJECT: Rte 15,60,138 & 215****JOB SCOPE: FURNISH & INSTALL REINFORCING STEEL****CONTRACT # 08-1C9004****SECTION I - TERMS AND CONDITIONS**

1. **Terms of Sale:** Payment Terms - Subject to on-going credit approval: Net 30 days from date of invoice. Interest will be charged on all past due balances per the maximum rate allowed by law. Legal fees and costs will be paid as awarded to the prevailing party in the event of legal dispute. Seller reserves the right to stop Work or demand security as required. Buyer agrees to pay Seller in accordance with the escalation policy as specifically identified in this proposal. "Work" is hereby defined as the performance of all work as listed above and included in any accepted Agreement, plus any changes, acceleration/out of sequence work, damages, escalation and costs incurred for the cause or benefit of Buyer or others. Seller shall be paid in full for all work performed and/or any retention held no later than 30 days after completion of Seller's scope of work.

2. **Acceptance:** Prices of individual bid items are subject to renegotiation if Buyer elects not to accept this complete proposal as presented. If seller is requested to proceed with the work prior to the execution of mutually agreed Contract, or if the work is completed prior thereto, the Terms and Conditions herein shall govern pending said Agreement. No assignment of this proposal shall be made without our prior written consent. We reserve the right to sublet portions of our Work. In the event that working days exceed those stated in job specifications at time of bidding, Seller reserves the right to re-negotiate the contract to reflect any changes in labor and material.

3. **Schedule:** Seller's price is based upon detailing, fabrication and placing on a normal 5-day, Monday to Friday, 40 Hour work week, daylight hours unless explicitly noted on the face hereof. Performance will be based on bid documents as provided for tender and industry standards/CRSI. Schedule and schedule changes to be mutually agreed. Buyer to provide Seller (48) hours notice of cancellation of schedule deliveries and 5 working days notice for modifications or unscheduled deliveries. Buyer agrees to provide adequate notice for workmen required at the jobsite and sufficient work for at least one full shift. Detailing or submittals will be sequenced in a manner appropriate to the construction schedule. Working schedules to be made by mutual agreement of the Contractor and Subcontractor to conform to Contractor's master schedule. In event duration times are provided by Subcontractor, it is agreed that time starts only when work areas are provided ready to receive installation in all respects, in accordance with OSHA and State safety regulations.

4. **Back Charges/Shipping Discrepancies:** No Changes for labor or materials furnished by the Buyer shall be allowed as credit unless authorized in writing by Seller within (10) days of said occurrence. After (24) hours period, all loads will be assumed to be verified.

5. **Safety:** Buyer will provide at no cost to Seller, general jobsite conditions conforming to OSHA standards and local governing authorities, including, but not limited to, adequate protection to ensure the safety of those working above reinforced steel as required, furnishing and installation of rebar safety caps or other OSHA compliant impalement hazard protection as required; Detection of protection from underground and other utilities; Safe access, signage and other required warnings, flagging, barriers/barricades, general site and task lighting as required. Shoring, fall-protection anchorage points, walkways, approved scaffolding and staging in place as required, trenches, rails, snow and ice removal, all weather truck access; safe access to points of storage and work, etc. all required.

6. **Insurance:** General Liability insurance will be provided solely for work performed by Seller and/or it's engaged parties. Seller is not providing insurance for any liabilities that exceed \$2,000,000.00 per incident or Seller's responsibilities and/or liabilities. Additional Insured Endorsements may limit liabilities to those assumed under the Agreement and exclude Professional Liabilities. XCU, subsidence, Professional Liability, Aircraft, Pollution Liability and mold coverage are excluded as not applicable to this trade. A broad coverage manuscript policy is provided in lieu of ISO descriptions and forms. Additional coverage or alternate requirements, not set forth herein and mutually agreed are subject to availability and any additional costs. Self-insured limits must be accepted as provided on any related security substitution requirements waived. Seller excludes: Builders Risk Insurance and return receipt requested notices for all certificates of insurance. Compliance requirements for any hired sub-subcontractors are subject to availability.

SECTION II - CONDITIONS OF SALE EXCLUDED:

1. Pay if paid or "Pay when paid" conditions precedent for all properly completed work, including base scope of work, changes, acceleration/out of sequence of work, damages, escalation and costs incurred for the benefit of Buyer or others("Work"); Retention exceeding the rate withheld by Owner; Retention on F.O.B. Items and Work Order extra's.
2. Indemnification, claim and defense liabilities, responsibilities or damages exceeding any proportionate extent of cause by Seller's active negligence or willful misconduct.
3. Risk, liabilities and responsibilities arising from existing conditions and preceding work exceeding visual inspection, building, but not limited to, field measurements, surveying, layout, forming and materials supplied by others; Costs arising from differing conditions and/or requirements from plans or drawings or bar lists provided for performance.
4. Design engineering and related Professional Liabilities and responsibilities; Costs and damages due to varying conditions and requirements.
5. Waving any rights of dispute or redress; Costs/risks of claims against Owner for undisputed portions of our Work.
6. Forms and information requirements not mutually agreed; Unconditional forms of release in advance of receipt of funds; Releases that fail to exclude pending changes, unpaid balances and retention as applicable; Releases for claims unrelated to payments for work performed; Non-conforming forms of waivers and releases within States that provide Statutory release language.

7. Reports waivers and other forms and contractual obligations related to bulk suppliers to our inventory stock who do not have lien rights.
8. Warranties exceeding Seller's scope of responsibilities or one (1) year; Guaranties of work performed by others; any forms of warranties, expressed or implied, of merchantability of fitness for purposes intended.
9. Risks and responsibilities for equipment and/or employees of Buyer or others providing services, or manning equipment used in connection with, but not within, Seller's scope of Work.
10. Liquidated and delay damages exceeding actual damages incurred, our scope of responsibility and/or our proportionate extent of cause, and for Force Majeure; Property Damage, remedial work and/or replacement of Work of others to the extent made necessary by others or Force Majeure.
11. Increased Labor and material cost and/or damage in the event of project suspension or delay.
12. General Liability credits for any wrap-up insurance programs.
13. Prime contract terms, conditions, and scope in addition to, and/or in conflict with, a mutually agreed contract and Seller's scope of work and responsibilities as described herein.
14. Reports, submittals and data requirements not applicable to our trade, reasonably required mutually agreed; Release of proprietary or other confidential information and record govern by the U.S. Security and Exchange Commission rules for publically traded company.
15. Any portion of fines or penalties exceeding the extent of cause by seller; Any increased, surcharged or escalated portion of fines incurred by Buyer.
16. Enrollment/Contributions to Unions which Subcontractor is not signatory; compliance with any additional or conflicting term, condition, or rate of pay, etc. between Seller's labor agreement and others affiliated with the Project.
17. Guarantors.
18. Site Security.

SECTION III - STANDARD EXCLUSIONS BY SELLER & FURNISHED BY BUYER

1. Approved properly manned equipment for hoisting or lowering of reinforcing materials or men, including hoisting for unloading trucks, setting cages or assemblies. Approx (2) hours Hook time, Forklift to build (0) Days. Provide level, debris free build area for onsite structure assembling.
- 1a. Provide hoisting for unloading and building of approach mats.
2. Clear access roads & ramps for unloading of trailer/truck deliveries to within 50 feet of point of installation, and reasonable storage and lay-down areas.
3. Cost of Inspections, testing, bonds, permits, penalties or Liquidating Damages.
4. Inserts, sleeves, rubatex, water stops, smooth dowels and/or dowel baskets, galvanized or epoxy coated dowels, threaded rebar, stud rails and placing of stud rails.
5. Cleaning cutting, straightening, locating or rework of existing reinforcing steel, reinforcing extending from piles, or precast.
6. Cutting, drilling of holes, grouting, field bending or dry-packing of reinforcing steel.
7. Burning, cutting or drilling of structural steel/miscellaneous iron to pass reinforcing steel.
8. Protection and/or cleaning of others work, covering, painting, greasing or wrapping of reinforcing steel or smooth dowels.
9. Rebar safety caps or devices for covering rebar ends.
10. All welding and rebar welded to structural/miscellaneous iron.
11. Blocking, chairing, wrapping and/or pulling of welded wire fabric.
12. Firm, level, sub-grade at elevation shown on drawings.
13. All dead men, cables, labor and engineering of system for guying of rebar, if required.
14. Cleaning tie wire clippings, tags and other spoils from work areas, cost of dumpster and composite crew cleanup, excepts as mutually agreed.
15. Lines, grades, steel racks, templates, scaffolding, safety rails, work platforms & ramps, sanitary facilities and jobsite access to drinking water.
16. Removal of staples and/or other device used to hold placing aids to forms.
17. Reinforcing for Anchor Points (and the Anchor Points) for Shotcrete, Precast, Closure Pours, Precast Connections and Prestressing items.
18. Sand Plated Chairs.
19. Test Bars and test couplers (except those specifically called out in specs)
20. Adequate power and lighting when necessary.
21. Cost of reworking or replacing reinforcing steel damaged or lost due to flood, actions of buyer, other subcontractors or other acts of God.
22. Blocks, inspections tubes, wheel spacers for clearances in drilled shafts, caissons or pre-tied approach mats..
23. Tie wire, accessories and field placing aids for F.O.B materials.
24. Design Engineering, Engineering stamping of drawings, Field measurements and As-Built drawings.
25. Site work, Masonry Rebar, Mock ups, MSE Walls, Electrical Duct Bank, Equipment Pads, Pipe Encasement and/or Supports. (Unless specifically stated as included)
26. Supply and installation for reinforcing stair landings and treads.
27. Layout of TOW, TOF, EOW, expansion/construction joints, comers, doorways, blockouts and/or openings of any kind and Masonry Dowels.
28. Separate Pour Watchman, Fire Watchman, Safety Manager, QC Mgr, Traffic Control or Onsite Security.
29. Trim reinforcing for openings, penetrations, and inserts not specifically located on Structural Drawings.
30. Parking area and/or cost of parking for field crews and provide area for jobsite office including utility hookup.
31. Double handlings costs, including costs to transport material from an unreasonably located area.
32. Unloading, handling and/or setting of F.O.B. materials (including Prebuilt Drilled Shaft Cages).
33. Dust Control, Storm Water management and/or similar environmental programs.
34. Third party invoicing processing fees or enrollment in third party invoicing services.
35. Excludes Cost of Bond - Bond Rate Approx 2%

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Search Returned 1 Records

Tue Feb 24 17:10:15 PST 2015

Query Criteria

Firm ID: 33825

Firm Type: DBE

Firm ID	33825
Firm/DBA Name	AMERICAN STEEL PLACERS, INC.
Address Line1	603 S. ARROWHEAD AVENUE
Address Line2	
City	SAN BERNARDINO
State	CA
Zip Code1	92408
Zip Code2	
Mailing Address Line1	
Mailing Address Line2	
Mailing City	
Mailing State	
Mailing Zip Code1	
Mailing Zip Code2	
Certification Type	DBE
EEmail	Rusty@steelplacers.com
Contact Name	RUSSELL ROBERTSON
Area Code	(909)
Phone Number	884-6031
Fax Area Code	(909)
Fax Phone Number	433-9150
Agency Name	LOS ANGELES COUNTY METRO TRANSPORTATION AUTHORITY (MTA)
Counties	00;
Districts	00;
DBE NAICS	238120;

ACDBE NAICS

Work Codes	C0652 REINFORCING BAR SECTION SUPPLIER; C0655 STEEL SUPPLIER; C5201 REINFORCING STEEL; C9829 RETAINER WALLS;
Licenses	C50 Reinforcing Steel Contractor;
Trucks	
Gender	M
Ethnicity	NATIVE AMERICAN
Firm Type	DBE

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IRB Construction, Inc.

DBE Firm #42290
CSLB Lic. 995040

Polyester Volumeric Mixer Truck Rental

725 6th Street
Marysville, CA 95901
DBE Cert #42290
Contractor's License 995040

Contacts:
Rodney Spencer
Cell Phone: (916) 612-6406
irbconstructioninc@gmail.com

Contract Information

Submitted: Rodney

Contract:
Attn: Estimator
Description: Polyester Truck Rental
Project 08-1C9004

2/24/2015

Equipment/Cost				
Item	Description	Estimated Qty	Unit Rates	Estimated Ext
	Polyester Mobile Mixer (Maximum Shift 8 Hours) Daily Rate	4	4,500.00	20,700.00
	Polyester Mobile Mixer (Overtime - After 8 Hours/Per Hour)		525.00	-
	Polyester Mobile Mixer (Overtime - After 10 Hours/Per Hour)		790.00	-
	Polyester Mobile Mixer (Saturdays 1 1/2 Times Daily Rate)		790.00	-
	Polyester Mobile Mixer (Sundays Double Added to Dally Rate)		1,050.00	-
	Polyester Mobile Mixer (Mobilization) Each Way	2	2,500.00	5,000.00
	Total Equipment Cost			\$ 25,700.00
Crew/Cost				
	Polyester Mobile Mixer (Minimum Shift 8 Hours) Hourly Rate	15	368.00	\$ 5,520.00
	Polyester Mobile Mixer (Overtime - After 8 Hours/Per Hour)		550.00	\$ -
	Polyester Mobile Mixer (Overtime - After 10 Hours/Per Hour)		550.00	\$ -
	Polyester Mobile Mixer (Saturdays 1 1/2 Time)		550.00	\$ -
	Polyester Mobile Mixer (Sundays Double Time)		720.00	\$ -
	Polyester Mobile Mixer Crew (Mobilize/Demobilize)	12	331.00	\$ 3,972.00
	Total Crew Cost			\$ 9,492.00
	Above prices based on approx 2 loads per shift			see below

Actual Production rates by Prime crew are unknown

Bid Item Summary

Item #	Prime Contractors	Unit	Quantity	Unit Price	Total
17	Prep Concrete Deck (West Fork Mohave Bridge Only)	SQFT	7050	\$ 0.71	\$ 5,005.50
18	Furnish Polyester Concrete Overlay	CF	530	\$ 132.50	\$ 70,225.00
19	Place Polester Concrete Overlay	SQFT	7050	\$ 5.00	\$ 35,250.00
40	Mobilization	LS	1	\$ 5,000.00	\$ 5,000.00
Total					\$ 115,480.50

Item # 3 Polyester Overlay - 1 move in, 4 consecutive shifts to complete work

12'x6' PCC base used for Polyester Trial Slab by others if required by Department

Removal of Trial Slab and PCC base by others

Prime Contractor to provide traffic control, construction area lighting and staging for Polyester Material delivery

Bridge Deck Grinding not included

Public Safety Plan Excluded

Bonds, permit fees excluded

Items are not to be broken up

65 k

IRB Construction, Inc.

DBE Firm #42290
CSLB Lic. 995040

Inclusions / Exclusions

Prime Contractor to Provide:

1. All necessary labor and equipment to load mobile mixers with supplied materials
2. Clean up crew with compressor and chipping hammers to clean up truck after each shift/load.
3. Actual hotel and per-diem expenses for crew (when applicable)
4. Secure Storage area for mobile mixer
5. 109 Certification paid by Prime Contractor \$3,000.00
6. Prime to provide 9,000 lb Forklift for loading of aggregates into Volumetric Mixer
7. Prime to provide 2 super sacks sand, 1 super sack of rock, 100 gallons resin for 109 testing
8. Volumetric Mixer certified in accordance with Special Provisions Section 10-1.80
9. Public Safety Plan and Hygentist Air Monitoring Reporting
10. Prime to provide all Traffic Control, Construction Area Lighting and Staging Area for Polyester Material delivery
11. Bonds Permit Fees not included in bid price

Project 08-1C9004

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Search Returned 1 Records

Tue Feb 03 12:16:44 PST 2015

Query Criteria

Firm ID: 42290
Firm Type: DBE

Firm ID	42290
Firm/DBA Name	IRB CONSTRUCTION, INC.
Address Line1	725 6TH STREET
Address Line2	
City	MARYSVILLE
State	CA
Zip Code1	95901
Zip Code2	
Mailing Address Line1	
Mailing Address Line2	
Mailing City	
Mailing State	
Mailing Zip Code1	
Mailing Zip Code2	
Certification Type	DBE
EEmail	raspencer7@gmailcom
Contact Name	RODNEY ALLEN SPENCER
Area Code	(916)
Phone Number	612-0608
Fax Area Code	(888)
Fax Phone Number	315-7315
Agency Name	DEPARTMENT OF TRANSPORTATION
Counties	01; 04; 06; 09; 11; 18; 21; 27; 28; 29; 31; 32; 34; 38; 41; 43; 44; 45; 48; 49; 51; 52; 57; 58;
Districts	02; 03; 04; 05;
DBE NAICS	423990; 425120; 541618;

ACDBE NAICS

Work Codes C1000 WHOLESALE BROKER OF CONSTRUCTION MATERIALS; C8770 CONSTRUCTION MANAGEMENT; C9999 BROKER; G1000 NON-STORE WHOLESALE MERCHANT; G1001 DROP-SHIPPER; G1003 WHOLESALE TRADE AGENTS AND BROKERS;

Licenses

Trucks

Gender

M

Ethnicity

BLACK

Firm Type

DBE

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3
Third Bidder

02-25-15P03:06 RCVD

FAX

Please Reply
 For Review

Pages: 10
Include cover

RSB Group, Inc.
20331 Lake Forest Dr.
SUITE #C13
LAKE FOREST, CA 92630
Office: 949.454.1999
Fax: 949.454.1888
ADMIN@RSBGROUP.OCCOXMAIL.COM

To: BID Award Dept.

Fax: _____

Date: 2/24/15

Re: DBE Commitment Docs.

Contract #: 08-1C9004

From: Ramak Sepehr

Fax: 949.454.1888

Office: 949.454.1999

Cc: _____

Comments:

Please see attached DBE Commitment
& copies of DBE Quotes.

21.00
02/24/15
381