

STATE OF CALIFORNIA • DEPARTMENT OF TRANSPORTATION
CALTRANS BIDDER - DBE - COMMITMENT
 DES-OE-0102.10C (NEW 06/2012)

Second Bidder

This information may be submitted with your bid proposal. If it is not, and you are the apparent low bidder or the second or third low bidder, it must be submitted and received as specified in section 2 of the specifications. Failure to submit the required DBE information will be grounds for finding the bid nonresponsive.

CONTRACT NO: 08-336304

BID AMOUNT: \$ 1,621,151.60

BID OPENING DATE: 6/12/14

BIDDER'S NAME: PETERSON-CHASE GEN. ENG. CONST. INC.

DBE GOAL FROM CONTRACT, %: 12%

DBE PRIME CONTRACTOR CERTIFICATION¹:

BID ITEM NO.	ITEM OF WORK AND DESCRIPTION OF SERVICES TO BE SUBCONTRACTED OR MATERIALS TO BE PROVIDED ²	FOR CALTRANS USE ONLY	NAME OF DBEs (Must be certified on the date bids are opened - include Caltrans certification #, DBE address and phone number) (Indicate 2nd and lower tier subcontractors)	DOLLAR AMOUNT DBE ³
53	REBAR 20%		AMERICAN STEEL REBARS 603 S. ARROWHEAD AVE SAN BERNARDINO, CA	18,168.90
54	REBAR 5%		# 33825 909-884-6031	529.25
56	REBAR 17%		↓	1,264.00
58	REBAR 100%			21,234.30
59	REBAR 100%			62,490.00
65	REBAR 34%			27,775.00

IMPORTANT: Identify all DBE firms being claimed for credit, regardless of tier. Names of the First Tier DBE Subcontractors and their respective items(s) of work listed above must be consistent, where applicable, with the names and items of work in the "Subcontractor List" submitted with your bid. Copies of the DBE quotes are required.

Total Claimed Participation

\$ _____

_____ %

1. DBE prime contractors must enter their certification number and indicate all work to be performed by DBEs including work performed by its own forces.
2. If 100% of item is not to be performed or furnished by DBE, describe exact portion of item to be performed or furnished.
3. See section 2-1.12 of the specifications to determine the credit allowed for DBE firms.

Submit to:

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

CONTINUED ON NEXT PAGE

Signature of Bidder _____

Date _____ (Area Code) Tel. No. _____

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) 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
CALTRANS BIDDER - DBE - COMMITMENT
 DES-OE-0102.10C (NEW 06/2012)

Second Bidder

06-16-14 10:50 RCVD

This information may be submitted with your bid proposal. If it is not, and you are the apparent low bidder or the second or third low bidder, it must be submitted and received as specified in section 2 of the specifications. Failure to submit the required DBE information will be grounds for finding the bid nonresponsive.

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39-42	PLANT GROUPS & PLANT ESTABLISHMENT		DIVERSIFIED LANDSCAPE 21730 BUNDY CYN RD WILDONAR, CA 92595	11,697.20
44	EROSION CONTROL		# 8022 951-245-1686	810.00
9	ELECTRICAL - TEMP SIGNAL		GGG ELECTRIC 4229 GILES CT RIVERSIDE, CA 92503	106,248.00
11	ELECTRICAL - TEMP BEACON		# 41700 951-572-0196	39,725.00

IMPORTANT: Identify all DBE firms being claimed for credit, regardless of tier. Names of the First Tier DBE Subcontractors and their respective item(s) of work listed above must be consistent, where applicable, with the names and items of work in the "Subcontractor List" submitted with your bid. Copies of the DBE quotes are required.

1. DBE prime contractors must enter their certification number and indicate all work to be performed by DBEs including work performed by its own forces.
2. If 100% of item is not to be performed or furnished by DBE, describe exact portion of item to be performed or furnished.
3. See section 2-1.12 of the specifications to determine the credit allowed for DBE firms.

Submit to:

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

Total Claimed Participation

\$ 288,941.65
 17.82%

Signature of Bidder

Date

(Area Code) Tel. No.

Person to Contact

(Please Type or Print)

[Handwritten Signature]
6/13/14
949-252-0441
DICK VOGELS

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.

4. List the names and dates of each publication in which a request for DBE participation for this project was placed by the bidder. Attach copies of published advertisements or proofs of publication:

Publications	Dates of Advertisement

5. 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.

Name of Agency	Date of Contact	Method of Contact	Results

NONE

6. List 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 DBE assisted, the information provided, and the date of contact. Provide copies of supporting documents.

7. 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.

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

NOTE: USE ADDITIONAL SHEETS OF PAPER IF NECESSARY.

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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. 9/30/2014

CERTIFIED

SBE, MBE, UDBE, CUCP#33825

DATE: 06/14/14

PAGE 1 OF 3

PROJECT: Hathaway Creek Bridge

JOB SCOPE: FURNISH & INSTALL REINFORCING STEEL

CONTRACT # 08-336304

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 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 an 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.

- FROM
- 11/10/2011 12:20:19 PM
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 (16) hours Hook time. 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, corners, 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%

Diversified Landscape Co.

21730 Bundy Canyon Road
Wildomar, CA 92595

3

Phone: 951-245-1686
Fax: 800-783-4197

DBE 8022 SBE 12567 Union Contractor Lic. 576183

To: Peterson Chase General Engineering Construction Inc. Address: 1792 Kaiser Avenue Irvine, CA 92714	Contact: Dick Vogels Phone: (949) 252-0441 Fax: (949) 252-0266
Project Name: 08-336304 Project Location: Barton Flats, CA Addendum #: 2	Bid Number: 2475 Bid Date: 6/12/2014

Line #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
20	Temporary Hydroseed	5,810.00	SY	\$0.73	\$4,241.30
39	Plant (Group H)	39.00	EACH	\$11.80	\$460.20
40	Plant (Group I)	72.00	EACH	\$8.55	\$615.60
41	Plant (Group A)	9.00	EACH	\$24.60	\$221.40
42	Plant Establishment	1.00	LS	\$10,400.00	\$10,400.00
44	Erosion Control (Dry Seed)	1,800.00	SF	\$0.45	\$810.00

Total Bid Price: \$16,748.50

Notes:

- The above prices do not include Performance and Payment Bond. Add 2% if bond is required. Due in 30 days.
- Night work is excluded.
- Import or export of soil is excluded.
- Water meters, point of connection, cost of water and hot taps are excluded.
- All clear & grub is excluded.
- Traffic control is excluded.
- Maintenance bid for 125 working days.
- Maintenance of temporary erosion control is excluded.
- Removal of temporary erosion control is excluded.
- 3 working day(s) required and includes 1 move-in(s) for construction. Additional move-ins=\$500 each.
- 2 working day(s) required and includes 1 move-in(s) for erosion control. Additional move-ins=\$500 each.
- Water to be provided through a 2.5" metered hydrant or equal at jobsite for hydroseed work.
- Hydroseed truck access is required.
- All of the notes above to be made part of contract.
- Proposal good for 60 days.
- Any changes, additions, deletions to this proposal must be approved by Diversified prior to bid time.
- **We are a Disadvantaged Business Enterprise (DBE 8022).**

12,507.20

Payment Terms:

Payment to be within 30 days of billing.

<p>ACCEPTED:</p> <p>The above prices, specifications and conditions are satisfactory and are hereby accepted.</p> <p>Buyer: _____</p> <p>Signature: _____</p> <p>Date of Acceptance: _____</p>	<p>CONFIRMED:</p> <p>Diversified Landscape Co.</p> <p>Authorized Signature: _____</p> <p>Estimator: Daniel Cano (951) 926-7444 daniel@diversifiedlandscape.com</p>
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G & G ELECTRIC INC.

4229 GILES CT. RIVERSIDE, CA 92503

TEL (951) 572-0196, FAX (951) 689-2694

CONTRACTORS LICENSE #850504, CLASS C-10, DBE CERTIFIED ID No. 41700

ATTENTION: ESTIMATING DEPARTMENT

DATE: 06/12/14

PROJECT: IN SAN BERNARDINO COUNTY NEAR BARTON FLATS AT HATHAWAY CREEK BRIDGE
IN DISTRICT 08 ON ROUTE 38
-336296

ITEM #	DESCRIPTION	UNIT	QTY.	UNIT PRICE	EXTENSION
9	TEMPORARY SIGNAL SYSTEM	LS	1	106,248.00	\$106,248.00
11	TEMPORARY FLASHING BECON	LS	1	38,725.00	\$38,725.00

TOTAL PRICE **\$144,973.00**

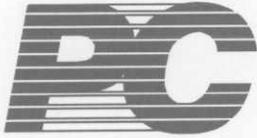
INCLUDE IN OUR PRICE:

- 1 ADDENDUM No. 1 THROUGH 3 NOTED
- 2 ELECTRICAL WORK SHOWN ON ELECTRICAL PLANS E-1 THROUGH E-3 AND SPEC'S.

EXCLUDED FROM OUR PRICE:

- 1 PERMITS, FEES, & BONDS.
- 2 REMOVAL OF EXISTING CONCRETE POLE FOUNDATIONS NOT INDICATED IN PROJECT PLANS
- 3 PAVEMENT MARKINGS AND STRIPING SHOWN ON ELECTRICAL PLAN SHEETS
- 4 NON-ELECTRICAL SIGNAGE SHOWN ON ELECTRICAL PLANS SHEETS
- 5 SURVEY COST FOR LOCATING POLE AND/OR OTHER ELECTRICAL EQUIPMENT
- 6 REMOVE AND RELOCATE EXISTING UNDERGROUND/OVERHEAD UTILITIES NOT SHOWN ON PROJECT PLANS.
- 7 EXCAVATION AND REMOVAL OF HAZARDOUS WASTE
- 8 TEMPORARY ELECTRICAL FACILITIES FOR OWNER, GENERAL CONTRACTOR OR OTHERS NOT SPECIFICALLY INCLUDED ABOVE

SINCERELY
GILBERT CHAVEZ



PETERSON/CHASE
GENERAL ENGINEERING
CONSTRUCTION, INC.

06-16-14A10:50 RCVD

Via "GSO" Overnight

Second Bidder

June 13, 2014

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

Attn: **Office Engineer - BIDDER DBE/UDBE/DVBE & SMALL BUSINESS SUBCONTRACTOR INFORMATION / GOOD FAITH EFFORT DOCUMENTATION**

Re: Project Name: **BRIDGE DECK REPLACEMENT**
Location: **08-SBD-38-26.3/26.8**
Contract #: **08-336304**
Bid Date: **6/12/2014**
P/C Bid #: **5020**

Gentlemen:

Please find enclosed the UDBE/ DBE/ DVBE/ SMALL BUSINESS SUBCONTRACTOR information and Good Faith Effort Documentation for the above referenced contract.

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

Very truly yours,
Peterson-Chase Construction, Inc.

Kali Goglanian
Administrative Asst.

Enclosure

1792 KAISER AVENUE
IRVINE, CA 92614-5706
949/252-0441 FAX 949/252-0266
LICENSE NO. 615876