

2ND BIDDER

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: 11-401404

BID AMOUNT: \$ 8,848,603

BID OPENING DATE: August 29, 2013

BIDDER'S NAME: Hazard Construction Co.

DBE GOAL FROM CONTRACT, %: 9%

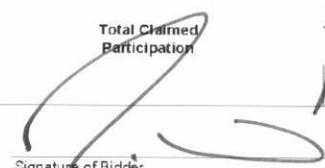
DBE PRIME CONTRACTOR CERTIFICATION¹:

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
<u>17, 19, 27 44-76, 137P</u>	<u>Landscape, Irrigation & Erosion Control</u>		<u>Diversified Landscape</u>	<u>\$311,630.54</u>
<u>1, 7, 8, 10, 23 29, 29, 119-127 137P</u>	<u>Striping & Marking</u>		<u>Payco Specialties</u>	<u>\$171,042.</u>
<u>82, 85, 88 110-112, 118</u>	<u>Rebar</u>		<u>Integrity Rebar Placers</u>	<u>\$606,971.86</u>

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.

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

Total Claimed Participation \$1,089,644.40
12.31 %


Signature of Bidder

JASON A. NORDHORST, VICE PRESIDENT
8/29/13 858-507-3600
Date (Area Code) Tel. No.

JASON A. Nordhorst
Person to Contact (Please Type or Print)

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

ADA Notice For individuals with sensory disabilities, this document is available in alternate formats. For information call (916) 654-8410 or TDD (916) 654-3880 or write Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814.

rec'd 8/30/13
11-14-13
20

CONTRACT ITEM NUMBER	DESCRIPTION OF SERVICES TO BE SUBCONTRACTED	CAL TRANS USE	NAME, ADDRESS, PHONE NUMBER, DBE CERTIFICATION NUMBER OF DBE	DOLLAR AMOUNT
17,19,27,44-76,137P	Landscape, Irrigation, & Erosion Control		Diversified Landscape Co. 33801 Washington Street Winchester, CA 92596 Phone 951-926-7444 DBE #8022	\$311,630.54
1,7,8,10,23,28,29,119-127,137P	Striping & Marking		Payco Specialties , Inc. 120 N. Second Ave. Chula Vista, CA 91910-1127 Phone 619-422-9204 DBE #102	\$171,042.00
82,85,88,110-112,118	Rebar		Integrity Rebar Placers 1345 Nandina Ave. Perris, CA 92571 Phone 951-696-6843 DBE #34785	\$606,971.86

ATTACHMENT TO FORM DES-OE 0102.10

IN REFERENCE TO CALTRANS CONTRACT NO. 11-401404, BID AUGUST 29, 2013

Diversified Landscape Co.

DBE

33801 Washington Street
Winchester, CA 92596

Phone: 951-926-7444
Fax: 951-926-7440

DBE 8022 SBE 12567 Union Contractor Lic. 576183

To: Hazard Construction Co.	Contact: Don Gladden
Address: 6465 Mar Industry Pl. San Diego, CA 92121	Phone: (858) 587-3600 Fax: (858) 453-6034
Project Name: 11-401404	Bid Number: 2247
Project Location: San Diego, CA	Bid Date: 8/29/2013
Addendum #: 3	

Line #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
17	Temporary Hydraulic Mulch(Bonded Fiber Matrix)	240.00	SY	\$5.10	\$1,224.00
18	Temporary Drainage Inlet Protection	21.00	EACH	\$347.00	\$7,287.00
19	Temporary Fiber Roll	9,480.00	LF	\$2.35	\$22,278.00
27	Remove Irrigation Facility	1.00	LS	\$4,800.00	\$4,800.00
44	Roadside Clearing	1.00	LS	\$29,150.00	\$29,150.00
45	Iron Sulfate	530.00	LB	\$1.25	\$662.50
46	Mulch	130.00	CY	\$43.50	\$5,655.00
47	Slow Release Or Controlled Release Fertilizer	420.00	LB	\$0.90	\$378.00
48	Plant (Group F)	49,900.00	EACH	\$0.48	\$23,952.00
49	Plant (Group H)	16,136.00	EACH	\$0.39	\$6,293.04
50	Maintain Existing Planted Areas	1.00	LS	\$7,370.00	\$7,370.00
51	Plant Establishment Work	1.00	LS	\$44,060.00	\$44,060.00
52	Check And Test Existing Irrigaion Facilities	1.00	LS	\$29,540.00	\$29,540.00
53	Maintain Existing Irrigation Facilities	1.00	LS	\$7,370.00	\$7,370.00
54	Control and Neutral Conductors	1.00	LS	\$4,250.00	\$4,250.00
55	1" Electric Remote Control Valve	11.00	EACH	\$308.00	\$3,388.00
56	1 1/2" Electric Remote Control Valve	6.00	EACH	\$407.00	\$2,442.00
57	Sprinkler (Type A-5)	61.00	EACH	\$46.90	\$2,860.90
58	Sprinkler (Type A-6)	14.00	EACH	\$69.10	\$967.40
59	Sprinkler (Type A-7)	13.00	EACH	\$46.90	\$609.70
60	Sprinkler (Type B-1)	98.00	EACH	\$23.20	\$2,273.60
61	Sprinkler (Type B-5)	20.00	EACH	\$28.80	\$576.00
62	1 1/4" Gate Valve	1.00	EACH	\$334.00	\$334.00
63	2" Gate Valve	4.00	EACH	\$437.00	\$1,748.00
64	3" Gate Valve	4.00	EACH	\$825.00	\$3,300.00
65	1" Plastic Pipe (Sch. 40) (Supply Line)	3,397.00	LF	\$4.75	\$16,135.75
66	1 1/4" Plastic Pipe (Sch. 40) (Supply Line)	1,476.00	LF	\$4.90	\$7,232.40
67	1 1/2" Plastic Pipe (Sch. 40) (Supply Line)	440.00	LF	\$5.00	\$2,200.00
68	2" Plastic Pipe (Sch. 40) (Supply Line)	727.00	LF	\$8.05	\$5,852.35
69	3" Plastic Pipe (Sch. 40) (Supply Line)	2,160.00	LF	\$9.55	\$20,628.00
70	Extend 8" Conduit	3.00	LF	\$767.00	\$2,301.00
71	Extend 10" Conduit	30.00	LF	\$566.00	\$16,980.00
72	Extend 22" Conduit	6.00	LF	\$1,170.00	\$7,020.00
73	Erosion Control (Bonded Fiber Matrix)	8,050.00	SF	\$0.37	\$2,978.50
74	Compost Sock	1,010.00	LF	\$6.45	\$6,514.50
75	Compost	8,050.00	SF	\$0.26	\$2,093.00
76	Incorporate Materials	8,050.00	SF	\$0.25	\$2,012.50
137	Mobilization	1.00	LS	\$8,090.00	\$8,090.00

Total Bid Price: \$312,807.14

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.

RPA
Page 1 of 2

- Water meters, point of connection, cost of water and hot taps are excluded.
- Electrical is excluded except for final hookup to controller.
- All clear & grub is excluded.
- Cut, cap, patch and removal of concrete or asphalt is excluded.
- Traffic control is excluded.
- Maintenance bid for 250 working days.
- Maintenance of temporary erosion control is excluded.
- Removal of temporary erosion control is excluded.
- No retention to be withheld.
- Pipe and wire to be installed prior to paving or hardscape.
- 45 working day(s) required and includes 2 move-in(s) for construction. Additional move-ins=\$500 each.
- Semi-truck access is required within 200 feet for mulch and compost work.
- Water to be provided through a 2.5" metered hydrant or equal at jobsite for hydroseed work.
- Extend conduit bid by location (10), not LF.
- 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).**

Payment Terms:

Payment to be within 30 days of billing.

<p>ACCEPTED: 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: Diversified Landscape Co.</p> <p>Authorized Signature: _____</p> <p>Estimator: Juan Martinez 951-926-7444 juanm@diversifiedlandscape.com</p>
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Payco Specialties, Inc.
 Highway - Airport - Parking Lot - Signage Striping &
 Marking Removals

8-29
DBE

120 North Second Avenue, Chula Vista, CA 91910-1127
 Phone (619) 422-9204 Fax (619) 427-1620

SBE #18502 - UDBE / DBE / WBE #102 - LABORERS LOCAL UNION #1184 - LICENSE #298837 B, C-32

BID PROPOSAL
FEDERAL AID PROJECT / ACHSNHP-X073(102)E

Project Description: STATE HIGHWAY IN SD COUNTY / VARIOUS LOCATIONS 11-401404				Bid Date: 8/29/2013	
Contract Time Limit:		W.D. Liquidated Damages:		per C.D. Addendums Noted: 3	
Item No.	Item Description	Estimated Quantity	Unit of Measure	Unit Price	Item Total
1	LEAD COMPLIANCE PLAN (PORTION)	1.00	LS	\$ 5,000.00	\$ 5,000.00
7	TEMP. MARKING PAINT	440.00	SF	\$ 8.00	\$ 3,520.00
8	TEMP. STRIPE PAINT	47,100.00	LF	\$ 0.40	\$ 18,840.00
10	TEMP. PVMT. MARKER	1,640.00	EA	\$ 5.00	\$ 8,200.00
23	REMOVE YELLOW PAINT STRIPE (HAZ.)	23,100.00	LF	\$ 1.40	\$ 32,340.00
28	REMOVE PAINT STRIPE	60,800.00	LF	\$ 0.55	\$ 33,440.00
29	REMOVE PVMT. MARKING	1,010.00	SF	\$ 1.70	\$ 1,717.00
119	THERMO PVMT. MARKING (WET VIZ.)	1,920.00	SF	\$ 3.00	\$ 5,760.00
120	PAINT STRIPE (1-COAT)	5,470.00	LF	\$ 0.50	\$ 2,735.00
121	4" THERMO. STRIPE (WET VIZ.)	24,400.00	LF	\$ 0.34	\$ 8,296.00
122	4" THERMO. STRIPE (BKN. WET VIZ. 17-7)	3,220.00	LF	\$ 1.00	\$ 3,220.00
123	4" THERMO. STRIPE (BKN. WET VIZ. 38-12)	3,270.00	LF	\$ 0.60	\$ 1,962.00
124	8" THERMO. STRIPE (WET VIZ.)	5,590.00	LF	\$ 0.90	\$ 5,031.00
125	8" THERMO. STRIPE (BKN. WET VIZ. 12-3)	1,430.00	LF	\$ 0.70	\$ 1,001.00
126	PVMT. MARKER (NON-REFL)	570.00	EA	\$ 2.00	\$ 1,140.00
127	PVMT. MARKER (RETROREFL)	960.00	EA	\$ 4.00	\$ 3,840.00
134	MOBILIZATION	1.00	LS	\$ 35,000.00	\$ 35,000.00

STIPULATIONS:

RECIPIENT IS RESPONSIBLE FOR ALL STIPULATIONS NOTED HEREON AND BELOW

- * Extra Work exceeding 25% of Engineer's estimate shall be paid at contract unit price or an agreed upon price by the Prime Contractor.
- * A signed Purchase Order or Subcontract is required prior to any work associated with this Proposal.
- * This Proposal is based on an 8 hour shift per workday, any overtime (premium time) will be paid by the Prime Contractor.
- * This Proposal is valid for 30 days after the bid date.
- * If accepted, this Proposal will be incorporated as an Exhibit to the Contract or Purchase Order.
- * A minimum of 15 working days schedule notice is required AFTER ALL PAPERWORK IS COMPLETED.
- * Bond cost to be paid by Prime Contractor.
- * ANY, special / additional insurance will be charged a flat rate of \$400.00. Some specialized wording may not available. Please call.
- * A Mobilization / Move-In is any work accomplished through consecutive shifts. Unavailable work and all extra-work will be charged additional mobilizations upon completion.

EXCLUSIONS:

TRAFFIC CONTROL - L.D.'s - PLANS - PERMITS- SWEEPING - ***GC TO PROVIDE HAZ MAT. STORAGE***

INCLUSIONS:

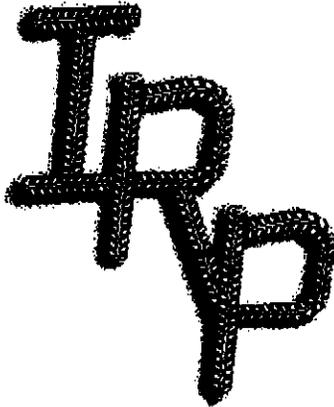
CLEAN-UP OF YELLOW REMOVAL DEBRIS

of Working Days to Complete our Work: 20 # of Move-In's Allotted: 12 Add'l Move-In's: \$ 1,000.00

BID AMOUNT: \$ 171,042.00

ESTIMATOR: BILL TAYLOR

R-PA



Integrity Rebar Placers

1345 Nandina Ave

Perris, CA 92571

Contractors License # 533729

DBE Cert # 34785

Phone: 951-696-6843 Fax: 951-943-7772

FACSIMILE TRANSMITTAL SHEET

TO: ESTIMATING DEPT	FROM: ESTIMATING DEPT
COMPANY: HAZARD CONSTRUCTION COMPANY	DATE: 08/29/13
FAX NUMBER: 858-453-6034	TOTAL NO. OF PAGES INCLUDING COVER: 9
PHONE NUMBER: 858-587-3600	SENDER'S REFERENCE NUMBER: 951-696-6843
RE: #11-401404	YOUR REFERENCE NUMBER:

NOTES/COMMENTS:

SCOPE AND PRICE LETTER FOR: - FINAL SCOPE AND PRICING

In San Diego County at Various Locations

San Diego County

Project No: #11-401404

CAL-TRANS DBE CERT# 34785

CAL-TRANS SMALL BUSINESS CERT OSDS REF. # 53302

IF YOU HAVE ANY QUESTIONS REGARDING THIS FAX PLEASE CALL
Phone 951-696-6843, Fax 951-943-7772



INTEGRITY REBAR PLACERS

1345 Nandina Ave. Perris, CA 92571
 Phone 951-696-6843 Fax 951-943-7772
 Contractors License # 533729 DBE Cert CUCP # 34785

ESTIMATE #

BID/OFFER FORM

BID DATE: 8/29/13
 BID TIME: 2 PM

TO:

ATTN: ESTIMATING

PROJECT NAME: 11-401404 VARIOUS LOCATIONS
 PROJECT LOCATION: SAN DEIGO COUNTY, CA

Ken R. Negrete, DBA Integrity Rebar Placers is pleased to submit the following offer/agreement for the above referenced project, subject to the terms and conditions specified herein. Performance of this Bid/Offer shall be governed by and in compliance with the **Concrete Reinforcing Steel Institute Manual of Standard Practices**. This offer represents the full scope and intent on the part of Integrity Rebar Placers to provide services and materials to Contractor.

This bid is submitted subject to and expressly conditioned upon all of the terms and conditions set forth below.

SCOPE OF WORK / PRICE

BID ITEM	DESCRIPTION	QUANTITY	UNIT PRICE	TOTALS
✓ 82	16" CIDH PILES	7,406 LF	29.4957	\$218,445.51
✓ 85 F	STRUCTURAL CONC. BARRIER SLAB	765 CY	144.1899	\$110,305.25
✓ 88 F	BAR REINFORCING STEEL	39,818 LB	1.2685	\$50,508.75
108	CONC. BARRIER (TYPE 60) FOB	7,130 LF	10.0449	\$71,620.13
109	CONC. BARRIER (TYPE 60S) FOB	69 LF	9.9972	\$689.80
✓ 110 F	CONC. BARRIER (TYPE 80 MOD) EPOXY COATED	1,238 LF	79.2938	\$98,165.73
✓ 111	CONC. BARRIER (TYPE 736 MOD)	1,034 LF	18.1277	\$18,744.08
✓ 112	CONC. BARRIER (TYPE 60 MOD) FOB \$16.00	520 LF	21.0187	\$10,929.74 / 832.0
113	CONC. BARRIER (TYPE 60C MOD) FOB	16 LF	28.8341	\$461.35
114	CONC. BARRIER (TYPE 60F MOD) FOB	170 LF	28.1849	\$4,791.44
115	CONC. BARRIER (TYPE 60G) FOB	140 LF	29.0634	\$4,068.87
116	CONC. BARRIER (TYPE 60 GE MOD) FOB	170 LF	28.1849	\$4,791.44
✓ 117 F	CONC. BARRIER (TYPE 60 736 SV MOD)	2,450 LF	38.9529	\$95,434.54
✓ 118	CONC. BARRIER (TRANSITION) FOB 303	440 LF	23.2605	\$10,234.01 7047.93
			TOTAL	\$689,191.22

\$ 606,971.86

- Prices include applicable State and Local Sales Tax.
- Prices, as quoted, will remain firm for thirty (30) calendar days, after which time Integrity Rebar Placers reserves the right to revise this quotation.
- Prices / Bid items quoted are not for separate acceptance without prior approval.
- Integrity Rebar Placers' price is based on detailing, fabricating and placing on a normal five (5) day, forty (40) hour work week (all Union contract and nationally recognized holidays are observed). Performance will be based on conventional construction, timely receipt of (2) complete printed sets of plans, specifications (in addition to CADD files) and adequate written schedules to which Integrity Rebar Placers has agreed. Contractor shall furnish design information, locations of pour joints, and construction schedules in sufficient time to allow for preparation and approval of submittals, plus seven (7) working days for fabrication and delivery. Additional lead-time will be required for special mill rolling, spirals, epoxy coating and/or special mesh. Contract delays of more than forty five (45) days may result in additional cost of materials.
- Seller reserves the right to renegotiate additional price increases, for any shipments and/or placing after _____

HOISTING/LOWERING:

Contractor shall furnish, without charge, suitable equipment fully operated for hoisting/lowering reinforcing steel, wire mesh, etc, including unloading trucks, staging of reinforcing to points of installation (into foundations and onto elevated decks, etc...) setting of columns/cages and /or assemblies, and power placing of individual bars that Integrity Rebar Placers may require. **Contractor to provide all hoisting required for unloading of trucks at point of installation.** (Hook time is the amount of time that the hoisting hook is actively supporting any reinforcing steel.) If Integrity Rebar Placers is to perform its own hoisting, add \$_____. (Hours and/or price provided do not include hoisting/lowering for F.O.B. trucks jobsite material and/or setting of tied and stockpiled cages or mats).

SPECIAL NOTES:

1. Payment and Performance Bonds excluded (Material Bond may be provided at .7% if necessary)
2. Night work is excluded except by additive quote.
3. Optional add for installation of type 60 barriers Bid items 108,109, 112 thru 116 & 118 add **\$40,841.09**
4. 60 barriers tied laps for slip form, additional rack bracing excluded.
5. Optional add for night work \$20,000.00 when necessary.

PLANS AND SPECIFICATIONS:

Specifications: Cal Tran's standard plans and specs. Dated 2006

Plans/Drawings: Bid Set

Addenda: # 1 THRU 3

Architect/Engineer: Caltrans

SCOPE OF WORK EXCLUSIONS

1. All testing and inspection and/or any related costs thereof other than mill test reports. (Rebar, mechanical couplers and/or welded hoop test bar samples to be provided F.O.B. trucks jobsite).
2. As-Built Drawings (Shop Drawings).
3. Plain (smooth) round bars, threaded bars, rods, sleeves, anchors, studs, bolts (anchor & misc.), and inserts.
4. Wrapping, coating, painting and/or greasing of reinforcing steel and/or wire mesh.
5. Supplying, installing, and /or maintaining any form of rebar cap or safety device on installed reinforcing steel or reinforcing steel on the ground/stored. (Per latest OSHA Standards)
6. Cost of pour watchman.
7. All permits and licenses, other than city/county business licenses and State Contractor's license, required for the work.
8. Cutting, burning, cleaning, straightening and/or bending of existing steel and/or improperly placed drill and grout/bond dowels.
9. Drilling, grouting, and dry packing / placing bars in drilled holes.
10. Payment and/or Performance Bonds. (Material Bond may be provided if available)
11. Cost of Bonds.
12. Furnishing and/or welding of dowels/anchors to miscellaneous steel and/or structural steel.

13. Metal tags (Integrity Rebar Placers' standard tags will be used to identify steel).
14. Any or all reinforcing steel, and/or wire mesh not shown on drawings unless specifically included in Scope of Work/Price.
15. **Placing or Shop Drawings prepared, reviewed, sealed or stamped by a licensed engineer.**
16. Providing and/or laying out holes in structural steel for reinforcing bars to pass.
17. All electrical bonding, grounding material (i.e. welding for cathodic protection).
18. All welding.
19. Breakout dowels and/or installation of same.
20. Prestressing and/or prestressing materials. (Including but not limited to any additional reinforcing steel required by any prestressing/post tensioning system)
21. Masonry Steel, other than deformed rebar.
22. Reinforcing for precast concrete items.
23. Reworking of any reinforcing steel and/or post-tensioned cables extending from precast piles.
24. The setting of tied and stockpiled F.O.B. Truck Jobsite cages as well as all spacer material and/or placing accessories required to position same. Reinforcing steel cages will be unloaded by Contractor and stockpiled at the jobsite in locations designated by Contractor. Relocation of stockpiled cages shall be Contractor's responsibility.
25. Epoxy Coated / Galvanized deformed and/or plain bars and/or wire mesh.
26. Field bending of rebar other than by additive quote.
27. The cost of reworking, rehabilitating and/or replacing reinforcing steel damaged or lost as a result of flood conditions. If storm damage should occur, responsibility for steel fully or partially in place, and for steel stored in locations designated by Contractor, shall be for Contractor's account.
28. Traffic control (Lane closures, barricades, flagmen, signs, lights, etc.).
29. All site work, including but not limited to paving, sidewalks, curb and gutter, storm drain items such as catch basins, clean-outs, inlets, outlets, manholes, headwalls, collars, etc. unless specifically included in Scope of Work/Price.
30. Diaphragm dowels or bolts required for precast members.
31. Protection of exposed steel for future construction.

GENERAL CONDITIONS

1. Contractor's acceptance of all of the terms and conditions of this Bid/Offer shall be conclusively evidenced by Contractor listing, permitting/directing performance, or signing and returning this offer.
2. Integrity Rebar Placers may begin performance of the work, pending receipt of an executed final agreement. However, should a final mutually acceptable agreement not be forthcoming or should the terms and conditions of Integrity Rebar Placers offer be altered or modified, Integrity Rebar Placers reserves the right to immediately stop performance and Contractor agrees to indemnify Integrity Rebar Placers for all costs and loss of profit.
3. The following items, as required, are to be provided by Contractor, fully erected for use at all locations necessary without charge to Integrity Rebar Placers:
 - A. Grades and Lines.
 - B. Templates.

- C. Racks, Ramps, Ladders, Cal-Osha approved Heavy Duty scaffolding (per sections 1926 subpart L App. A & E).
 - D. Full access to all working areas for material, equipment and manpower.
 - E. Level space for delivery, assembly and storage of steel, accessible to tractor-semi-trailer deliveries and adjacent to jobsite location where steel is to be used and/or hoisted/lowered.
 - F. Adequate lighting as required, sanitary facilities, trash bins, etc.
 - G. As required, adequate electrical power and compressed air (90 PSI Min.).
4. Subcontractor shall be paid monthly progress payments equal to one hundred percent (100%) of monthly billings within ten days (10) days of Contractor receiving payment from project owner for value of work completed, plus Owner approved amount of materials on hand and/or equipment (if any) suitably stored on or off site. Contractor shall, at all times, be financially responsible to Integrity Rebar Placers for labor and material supplied pursuant to this offer. If a dispute arises between Contractor and Owner that delays receipt of payment by Contractor from Owner, unrelated to the performance of or materials supplied by Subcontractor, Contractor shall make progress and/or retention payment to Subcontractor within a reasonable time. A reasonable time for payment from Contractor to Subcontractor shall be defined as being due 45 days from Subcontractor's progress billing date.
 5. Contractor shall not withhold retention greater than that being withheld by the Owner from the Contractor and shall immediately reduce retention withheld from Subcontractor, by a like percentage, when reduced to Contractor by Owner. In no event shall retention withheld by Contractor from Integrity Rebar Placers exceed the percentage withheld from Contractor by Owner. Final retention payment shall be made not later than 35 days from date Integrity Rebar Placers has completed its scope of work.
 6. No retention shall be withheld on FOB and/or tied and stockpiled material, if approved by Owner.
 7. Integrity Rebar Placers shall not be required to continue performance if, after Contractor has received payment for the properly performed work of Integrity Rebar Placers, timely payments are not made to Integrity Rebar Placers.
 8. All sums not paid when due shall bear an interest rate of 2% per month or the maximum legal rate permitted by law, whichever is greater; and all costs of collection, including a reasonable attorney's fee, shall be paid by Contractor as prescribed by Section 7108.5 of the California Business and Professions Code.
 9. No provision of this Subcontract shall serve to void Integrity Rebar Placers entitlement to payment for properly performed contract/extra work or suitably stored materials, or to void Subcontractor's right to file a lien, stop notice, and/or claim on its behalf.
 10. Neither party will have the right of set-off against the other party for any reason.
 11. If Integrity Rebar Placers is required by the Contractor to perform change order/extra work, said extra work must be authorized in writing by Contractor's Field Management personnel having apparent authority to authorize such extra work or an officer of the Contractor. Such written/executed directives from the Contractor shall constitute acceptance of financial responsibility by Contractor and a billable event upon completion of the work.
 12. No back charges or claims of the Contractor for services provided shall be valid except by an agreement in writing, agreed to between the parties prior to services being provided.
 13. Field labor called for herein is to be performed during Integrity Rebar Placers regular working hours, eight hours per day, five days a week (all Union Holidays are observed), unless required and agreed to during bid negotiations. All work performed outside of such hours shall be charged at Integrity Rebar Placers standard rates for overtime, weekend, or holiday work. Integrity Rebar Placers standard rates are per Caltrans force account rates. (Labor Surcharge % per Concrete Construction - Bridge) However, should Integrity Rebar Placers be behind the preapproved construction schedule, all overtime/premium time required to regain the construction schedule shall be for subcontractor's account.
 14. Integrity Rebar Placers will indemnify, defend and save harmless Contractor and Contractor's customer from Integrity Rebar Placers proportionate share of liability for claims attributable to bodily injury (including death) and/or property damage (to other than the Work itself) to the extent caused by the negligence or intentional misconduct of Integrity Rebar Placers or anyone directly or indirectly employed by Integrity Rebar Placers. Subcontractor will name Contractor and Contractor's customer as additional insured on Subcontractor's insurance policies only if required to do so by the Contract Documents and only by means of Subcontractor's standard additional insured endorsement. Indemnification and insurance provided by Integrity Rebar Placers shall not extend coverage to Architects, Engineers or other design professionals. Indemnification and insurance coverage shall be limited to Contractor and Contractor's customer only.

Integrity Rebar Placers carries the following insurance coverage's.
General Liability: Carrier-A.M. Best Rated A X Non-Admitted. Form: CG2001 10/01-2001 ISO Occurrence Commercial General Liability Including products. Limits: Each Occurrence \$1,000,000. General Aggregate \$2,000,000 Products/Comp Ops Aggregate \$2,000,000 Personal Injury & Advertising \$1,000,000 Medical Payments-Per Person \$5,000 Fire Legal Damage \$50,000.
Workers Compensation: Carrier: State Compensation Insurance Fund, Statutory includes Employers Liability.
 15. Contractor shall provide Integrity Rebar Placers with copies of all contract documents applicable to Integrity Rebar Placers performance, duties, or obligations at its Headquarters Office.

16. Subcontractor shall be provided a mutually approved construction schedule providing a reasonable time in which to make delivery of submittals, materials and/or labor so as to commence and complete the performance of the Subcontract.
17. Subcontractor shall not be responsible for delays, accelerations, or defaults where occasioned by any causes beyond its control, including but not limited to: delays caused by the Owner, General Contractor, Architect and/or Engineers.
18. Subcontractor shall be entitled to equitable adjustment in the subcontract amount for additional costs due to unanticipated project delays or accelerations caused by the Contractor or others under the direct control of Contractor, and whose acts is not Subcontractor's responsibility.
19. The Contractor shall make no demand for liquidated damages for delays in excess of the amount specified in the Contract Documents and no liquidated damages may be assessed against Subcontractor for more than its proportionate share of the amount paid by the Contractor for unexcused delays to the extent actually caused by Subcontractor.
21. Splices in reinforcing bars and/or construction joint dowels for Contractor's convenience shall be for Contractor's account. Also splices required due to low overhead, power lines and/or deficiencies in hoisting equipment unless specifically shown on contract drawings at that particular location shall be for Contractor's account.
22. Integrity Rebar Placers shall not be liable for repair of any damage caused by others outside the control of Integrity Rebar Placers. Approval for pouring or embedment in concrete shall constitute acceptance by Contractor of that portion of work and shall terminate Integrity Rebar Placers responsibility. Required remedial work, due to damage caused by others shall be for Contractor's account.
24. Cost of Ironworker show-up and/or stand-by time, scheduled by Contractor, when work is not ready shall be for Contractor's account.
25. Contractor shall furnish, without charge, templates/starter walls constructed with sufficient accuracy to support vertical reinforcing steel within placing tolerances specified by Owner. Templates/Starter walls shall not be double formed before reinforcing steel is installed unless prior approval has been granted.
26. Contractor shall furnish adequate parking for all Integrity Rebar Placers employees at no cost to Integrity Rebar Placers within three (3) standard blocks of the jobsite. If Contractor does not provide this parking, Contractor will pay Integrity Rebar Placers for all parking related costs including cost of vehicle parking, cost of shuttle services and travel time costs while employees are in transit unless specifically included in Scope of Work / Price or by additive quote.
27. Contractor will provide full access to all areas of the project for at least one (1) Integrity Rebar Placers' Foreman truck to provide supplies and accessories as needed for the project.
28. Contractor shall furnish approved work drawings of the temporary support system for columns, wall cages and/or any assemblies regardless of height, which the bid documents, may require. Contractor shall furnish and maintain adequate bracing, rigging, cables and guys, set all deadmen required to guy vertical reinforcing, and comply with the temporary system design (Rigging includes but is not limited to: chokers, shackles, spreader bars, etc....). Prior to hoisting support being removed, Contractor to inspect, approve compliance with temporary support system plan, and accept work.
29. Ramps adequate to allow semi tractor-trailer deliveries of reinforcing to point of final placement shall be furnished by Contractor for all work below grade and shall be maintained in place until all work below grade is complete. If above ramps are not provided, all cost for equivalent service shall be for Contractors account.
30. Masonry steel to be F.O.B. trucks jobsite, with Contractor agreeing to accept all responsibility for any shortages and/or replacement costs discovered twenty-four (24) hours subsequent to delivery. Unless shown otherwise on plan drawings, masonry vertical reinforcing is to be furnished in one piece, full height between stories of structure. If four-foot (4' 0") vertical lifts are required, Contractor and/or Contractor's subcontractor to assume all costs for additional splices required. All horizontal reinforcing #5 and smaller will be furnished in stock lengths plus corner bars.
31. Contractor shall furnish, at no cost to Integrity Rebar Placers hoisting/lowering of employees and materials to points of installation, wherever required.
32. Contractor shall furnish layout of dowels, which extend into masonry.

Accepted this 29 day of AUGUST, 2013



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 hazardconstruction.com
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To: Office Engineer - MSC 43
 Department of Transportation
 1727 30th Street
 Sacramento, CA 95816-7005

Date: August 29, 2013

From: Jason Mordhorst

Re: CT 11-401404

WE ARE SENDING YOU

NO.	DESCRIPTION
1	Original Caltrans - DBE Commitment

THESE ARE TRANSMITTED as checked below:

X	As Requested
	For Your Action
	For Your Approval
	For Your Signature

	For Your Correction
	Signed As Requested
	For Your Distribution
	For Your Files

REMARKS:
