

Exhibit 12-B Bidder's List of subcontractor (DBE and Non-DBE) - Part 1

As of March 1, 2015 Contractors (and sub-contractors) wishing to bid on public works contracts may be registered with the State Division of Industrial Relations and certified to bid on Public Works contracts. Please register at: <https://www.dir.ca.gov/Public-Works/Contractor-Registration.html>. The local agency will verify registration of all contractors and subcontractors on public works projects at bid and thereafter annually to assure that yearly registration is maintained throughout the life of the project.

In accordance with Title 49, Section 26.11 of the Code of Federal Regulations, and Section 4104 of the Public Contract Code of the State of California, as amended, the following information is required for each sub-contractor who will perform work amounting to more than one half of one percent (0.5%) of the Total Base Bid or \$10,000 (whichever is greater). **Photocopy this form for additional firms.** Federal Project Number: BRLO-5942(239), BRLO-5942(226), BRLO-5942(227)

Subcontractor Name and Location	Line Item & Description	Subcontract Amount	Percentage of Bid Item Sub-contracted	Contractor License Number	DBE (Y/N)	DBE Cert Number	Annual Gross Receipts				
				DIR Reg Number			<input type="checkbox"/> <\$1 million	<input type="checkbox"/> <\$5 million	<input type="checkbox"/> <\$10 million	<input type="checkbox"/> <\$15 million	Age of Firm: ___ yrs.
Name: Dees Burke Engineering Constructors City, State: Ontario, CA	39 - Concrete Barrier 84 - Concrete Barrier 135 - Concrete Barrier	\$120,784	68% 80% 80%	1012305 1000036375	Y	43430	<input type="checkbox"/> <\$1 million	<input checked="" type="checkbox"/> <\$5 million	<input type="checkbox"/> <\$10 million	<input type="checkbox"/> <\$15 million	Age of Firm: 8 yrs.
Name: Central Valley Reinforcing City, State: Fresno, CA	28 - crash cushion, 36 - bar reinf'g steel, 37 - reinf'g steel, 39 - concrete barrier, 81 - bar reinf'g steel, 82 - reinf'g steel, 84 - concrete barrier, 115 - structural concrete, 117 - bar reinf'g steel, 125 - crash cushion, 132 - bar reinf'g steel, 133 - reinf'g steel, 135 - concrete barrier	\$230,000	28: 1% 36-37: 100% 39:12% 81-82: 100% 84: 12% 115: 7% 117: 100% 125: 2% 132-133: 100% 135: 12%	887206 1000002691	Y	46530	<input type="checkbox"/> <\$1 million	<input type="checkbox"/> <\$5 million	<input checked="" type="checkbox"/> <\$10 million	<input type="checkbox"/> <\$15 million	Age of Firm: 10 yrs.
Name: P C & N Construction, INC. City, State: Byron, CA	28 - crash cushion 125 - crash cushion	\$114,000	69% 82%	771652 1000002500	Y	39218	<input type="checkbox"/> <\$1 million	<input checked="" type="checkbox"/> <\$5 million	<input type="checkbox"/> <\$10 million	<input type="checkbox"/> <\$15 million	Age of Firm: 25 yrs.
Name: Tyrrell Resources, Inc. City, State: Truckee, CA	18 - tree removal, 62- tree removal, 108 - tree removal, 40 - mobilization, 85 - mobilization, 136 - mobilization	\$24,965	100.00%	938998 1000007965	Y	38525	<input type="checkbox"/> <\$1 million	<input type="checkbox"/> <\$5 million	<input checked="" type="checkbox"/> <\$10 million	<input type="checkbox"/> <\$15 million	Age of Firm: 15 yrs.
Name: Specialized Pavement Marking City, State: Goshen, CA	7 - LEAD compliance plan, 13 - remove yellow traffic strip, 27 - pavement marker, 29 - 4" white thermoplastic striping, 30 - 4" yellow thermoplastic striping, 31 - thermoplastic pavement marking, 73 - pavement marker, 74 - 4" white thermoplastic striping, 75 - 4" yellow thermoplastic striping, 97 - LEAD compliance plan, 103- remove yellow traffic strip, 124 - pavement marker, 126 - 4" white thermoplastic striping, 127 - 4" yellow thermoplastic striping	\$69,026	100.00%	854894 1000886659	N		<input type="checkbox"/> <\$1 million	<input checked="" type="checkbox"/> <\$5 million	<input type="checkbox"/> <\$10 million	<input type="checkbox"/> <\$15 million	Age of Firm: 2 yrs.
							<input type="checkbox"/> <\$1 million	<input type="checkbox"/> <\$5 million	<input type="checkbox"/> <\$10 million	<input type="checkbox"/> <\$15 million	Age of Firm: ___ yrs.

Distribution: 1) Original-Local Agency File 2) Copy-DLAE w/ Award Package

(SPECS 2018\FED-B-12c-1\12.3.21)

B-12c-1

Exhibit 12-B Bidder's List of subcontractor (DBE and Non-DBE) - Part 1

As of March 1, 2015 Contractors (and sub-contractors) wishing to bid on public works contracts may be registered with the State Division of Industrial Relations and certified to bid on Public Works contracts. Please register at: <https://www.dir.ca.gov/Public-Works/Contractor-Registration.html>. The local agency will verify registration of all contractors and subcontractors on public works projects at bid and thereafter annually to assure that yearly registration is maintained throughout the life of the project.

In accordance with Title 49, Section 26.11 of the Code of Federal Regulations, and Section 4104 of the Public Contract Code of the State of California, as amended, the following information is required for each sub-contractor who will perform work amounting to more than one half of one percent (0.5%) of the Total Base Bid or \$10,000 (whichever is greater). **Photocopy this form for additional firms.** Federal Project Number: BRLO-5942(239), BRLO-5942(226), BRLO-5942(227)

Subcontractor Name and Location	Line Item & Description	Subcontract Amount	Percentage of Bid Item Sub-contracted	Contractor License Number	DBE (Y/N)	DBE Cert Number	Annual Gross Receipts	
				DIR Reg Number			<input type="checkbox"/> <\$1 million	<input type="checkbox"/> <\$5 million
Name: Cal Valley Construction	22 - HMA type A, 23 - Minor HMA, 40 - mobilization, 66 - HMA type A, 67 - Minor HMA, 85 - mobilization, 112 - HMA type A, 113 - Minor HMA, 136 - mobilization	\$237,500	100%	873800	N		<input type="checkbox"/> <\$1 million	<input type="checkbox"/> <\$5 million
City, State: Fresno, CA				1000009471			<input type="checkbox"/> <\$10 million	<input checked="" type="checkbox"/> <\$15 million
							Age of Firm: <u>18</u> yrs.	
Name: W.C. Maloney, LLC	38 - bridge removal, 83 - bridge removal, 134 - bridge removal	\$113,821	100%	718243	N		<input type="checkbox"/> <\$1 million	<input type="checkbox"/> <\$5 million
City, State: Stockton, CA				1000868882			<input type="checkbox"/> <\$10 million	<input checked="" type="checkbox"/> <\$15 million
							Age of Firm: <u>2</u> yrs.	
Name: Statewide Safety Systems dba AWP Safety	1- construction project funding signs, 8 - detour signs, 15 - remove roadside sign, 16 - remove roadside sign, 26 - roadside sign, 41 - construction project funding signs, 54 - detour signs, 59 - remove roadside sign, 60 - reset roadside sign, 86 - construction funding signs, 98 - detour signs, 106 - remove roadside sign, 119 - roadside sign	\$54,785	100%	975518	N		<input type="checkbox"/> <\$1 million	<input type="checkbox"/> <\$5 million
City, State: Fresno, CA				1000001109			<input type="checkbox"/> <\$10 million	<input checked="" type="checkbox"/> <\$15 million
							Age of Firm: <u>12</u> yrs.	
Name:							<input type="checkbox"/> <\$1 million	<input type="checkbox"/> <\$5 million
City, State:							<input type="checkbox"/> <\$10 million	<input type="checkbox"/> <\$15 million
							Age of Firm: <u> </u> yrs.	
Name:							<input type="checkbox"/> <\$1 million	<input type="checkbox"/> <\$5 million
City, State:							<input type="checkbox"/> <\$10 million	<input type="checkbox"/> <\$15 million
							Age of Firm: <u> </u> yrs.	
							<input type="checkbox"/> <\$1 million	<input type="checkbox"/> <\$5 million
							<input type="checkbox"/> <\$10 million	<input type="checkbox"/> <\$15 million
							Age of Firm: <u> </u> yrs.	

Distribution: 1) Original-Local Agency File 2) Copy-DLAE w/ Award Package

(SPECS2018\FED-B-12c-1\12.3.21)

B-12c-1

Exhibit 12-B Bidder's List of subcontractor (DBE and Non-DBE) - Part 2

In accordance with Title 49, Section 26 of the Code of Federal Regulations, the Bidder shall list all subcontractor who provided a quote or bid but **were not selected** to participate as a subcontractor on this project. **Photocopy this form for additional firms.** Federal Project Number: BRLO-5942(239), BRLO-5942(226), BRLO-5942(227)

Subcontractor Name and Location	Line Item & Description	Subcontract Amount	Percentage of Bid Item Sub-contracted	Contractor License Number	DBE (Y/N)	DBE Cert Number	Annual Gross Receipts
				DIR Reg Number			
Name: CMG Hydroseeding, Inc. City, State: Fresno, CA.	49-51, 94-96 Erosion Control	\$59,555.50	0	975046 1000002312	N		<input type="checkbox"/> <\$1 million <input checked="" type="checkbox"/> <\$5 million <input type="checkbox"/> <\$10 million <input type="checkbox"/> <\$15 million Age of Firm: <u>12</u> yrs.
Name: Pacific Steel Group City, State: Fresno, CA.	36,37,39,81,82,84,115, 117,132,133,135 Reinforcing Steel	\$293,296.00	0	997880 1000004101	N		<input type="checkbox"/> <\$1 million <input type="checkbox"/> <\$5 million <input type="checkbox"/> <\$10 million <input type="checkbox"/> <\$15 million Age of Firm: <u>10</u> yrs.
Name: Ace Fence Company City, State: Fresno, CA.	14, 122, 123 Fencing	\$23,966.53	0	658680 1000006611	N		<input type="checkbox"/> <\$1 million <input checked="" type="checkbox"/> <\$5 million <input type="checkbox"/> <\$10 million <input type="checkbox"/> <\$15 million Age of Firm: <u>32</u> yrs.
Name: CMC City, State: Tracy, CA.	36,37,39,81,82,84,115, 132,133,135 Reinforcing Steel	\$219,984.00	0	778010 1000000298	N		<input type="checkbox"/> <\$1 million <input type="checkbox"/> <\$5 million <input type="checkbox"/> <\$10 million <input type="checkbox"/> <\$15 million Age of Firm: <u>24</u> yrs.
Name: Camblin Steel City, State: Roseville, CA.	28,36,37,39,81,82,84, 115,117,125,132,133, 135 Reinforcing Steel	\$256,804.00	0	218839 1000003852	N		<input type="checkbox"/> <\$1 million <input type="checkbox"/> <\$5 million <input type="checkbox"/> <\$10 million <input type="checkbox"/> <\$15 million Age of Firm: <u>61</u> yrs.
Name: Midstate Barrier, Inc. City, State: Stockton, CA.	28, 39, 84, 125, 135 Crash Cushion and Concrete Barrier	\$211,632.00	0	529261 1000000538	N		<input type="checkbox"/> <\$1 million <input type="checkbox"/> <\$5 million <input checked="" type="checkbox"/> <\$10 million <input type="checkbox"/> <\$15 million Age of Firm: <u>36</u> yrs.

Distribution: 1) Original-Local Agency File 2) Copy-DLAE w/ Award Package

(SPECS\2018\FED-B-12c-2\12.3.21)

B-12c-2

Exhibit 15-G: Construction Contract DBE Commitment

1. Local Agency: The County Of Fresno 2. Contract DBE Goal: 22%
 3. Project Description: East Reedley Bridge Replacements
 4. Project Location: Englehart Avenue, Lincoln Avenue, and Parlier Avenue
 5. Bidder's Name: Viking Construction Company 6. Prime Certified DBE: 7. Bid Amount: \$6,267,213.00
 8. Total Dollar Amount for **ALL** Subcontractors: \$1,257,437 9. Total Number of **ALL** Subcontractors: 9

10. Bid Item Number	11. Description of Work, Service, or Materials Supplied	12. NAICS or Work Category Codes	13. DBE Certification Number	14. DBE Contact Information (Must be certified on the date bids are opened)	15. DBE Dollar Amount
39, 84, 135	Concrete Barrier	237310, 238990	43430	Dees Burke Engineering Construction 207 W State Street, Ontario, CA. 91762. 626-228-3670	\$120,784
18, 62, 108, 40, 85, 136	Clearing/Tree Removal	113310, 115310, 238910, 561730	38525	Tyrrell Resources, Inc. PO Box 8219, Truckee, CA. 96162 530-249-3800	\$24,965
28, 36, 37, 39, 81, 82, 84, 115, 117, 125, 132, 133, 135	Reinforcing Steel	237310, 237990, 238110, 238120	46530	Central Valley Reinforcing PO Box 9669 Fresno, CA 93793 559-365-0340	\$230,000
28, 125	Crash Cushions	237310	39218	P C & N Construction, Inc. 5301 Byron Hot Springs Road, Byron, CA 94514 925-634-4567	\$114,000

Local Agency to Complete this Section upon Execution of Award		16. TOTAL CLAIMED DBE PARTICIPATION	
22. Local Agency Contract Number:			\$489,749
23. Federal-Aid Project Number:			7.814 %
24. Bid Opening Date:		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 the work in the "Subcontractor List" submitted with your bid. Written confirmation of each listed DBE is required.	
25. Contract Award Date:			
26. Award Amount:			
Local Agency certifies that all DBE certifications are valid and information on this form is complete and accurate.			
27. Local Agency Representative's Signature	28. Date	17. Preparer's Signature <i>Anthony Vargas</i>	18. Date 07/16/24
29. Local Agency Representative's Name	30. Phone	19. Preparer's Name Anthony Vargas	20. Phone 916-852-5530
31. Local Agency Representative's Title		21. Preparer's Title	

DISTRIBUTION: 1. Original – Local Agency
 2. Copy – Caltrans District Local Assistance Engineer (DLAE). Failure to submit to DLAE within 30 days of contract execution may result in de-obligation of federal funds on contract.
 3. Include additional copy with award package.

EXHIBIT 15-H: PROPOSER/CONTRACTOR GOOD FAITH EFFORTS

BRLO-5942(239)

BRLO-5942(226)

Federal-aid Project No. BRLO-5942(227) Bid Opening Date 7/11/24

The County of San Joaquin established a Disadvantaged Business Enterprise (DBE) goal of 22% for this project. The information provided herein shows the required good faith efforts to meet or exceed the DBE contract goal.

Proposers or bidders submit the following information to document their good faith efforts within five (5) calendar days from bid opening. Proposers and bidders are recommended to submit the following information even if the Exhibit 10-O1: Consultant Proposal DBE Commitments or Exhibit 15-G: Construction Contract DBE Commitment indicate that the proposer or bidder has met the DBE goal. This form protects the proposer’s or bidder’s eligibility for award of the contract if the administering agency determines that the bidder failed to meet the goal for various reasons, e.g., a DBE firm was not certified at bid opening, or the bidder made a mathematical error.

The following items are listed in the Section entitled “Submission of DBE Commitment” of the Special Provisions **please attach additional sheets as needed:**

- A. The names and dates of each publication in which a request for DBE participation for this project was placed by the bidder (please attach copies of advertisements or proofs of publication):

Publications	Dates of Advertisement
<u>See Attachment A</u>	

- B. The names and dates of written notices sent to certified DBEs soliciting bids for this project and the dates and methods used for following up initial solicitations to determine with certainty whether the DBEs were interested (please attach copies of solicitations, telephone records, fax confirmations, etc.):

Names of DBEs Solicited	Date of Initial Solicitation	Follow Up Methods and Dates
<u>See Attachment B</u>		

STATE OF CALIFORNIA • DEPARTMENT OF TRANSPORTATION
DBE CONFIRMATION
 OBEO-0007 (REV 09/2017)

CONTRACT NO. 24-07-C

NAME OF DBE BUSINESS
Dees Burke Engineering Constructors, LLC

NAME OF DBE REPRESENTATIVE
Todd Wingo

DBE CERTIFICATION NUMBER
43430

NAME OF BIDDER
Viking Construction Company

NAME OF PRIME CONTRACTOR IF DIFFERENT FROM THE BIDDER

NAME OF REPRESENTATIVE OF BIDDER OR CONTRACTOR
Randy Jenco

DATE
7/15/24

Bid item number	Item of work and description of services to be subcontracted or materials to be provided ¹	Amount (\$)
39	Concrete Barrier (Type 836) - Final Pay Item	\$33,306
84	Concrete Barrier (Type 836) - Final Pay Item	\$43,798
135	Concrete Barrier (Type 836) - Final Pay Item	\$43,680

¹ If 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.

	Total	\$120,784
--	--------------	------------------

As an authorized representative of a certified disadvantaged business enterprise, I confirm that my business was contacted by the bidder or prime contractor shown above regarding the contract shown above. If the bidder is awarded the contract, my business will enter into a contractual agreement with the bidder or prime contractor to perform the type and dollar amount of work shown on the DBE Commitment form.

I certify under penalty of perjury that the foregoing is true and correct.

Todd Wingo
 Signature of DBE's Authorized Representative

Todd Wingo
 Printed Name of DBE's Authorized Representative

ESTIMATOR
 Title of DBE's Authorized Representative

7-16-24
 Date

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

Dees Burke Engineering Constructors, LLC
 207 W State Street
 Ontario, CA 91762
 www.dbeconstructors.com

Proposal



Phone: 626-228-3670
 Fax: (626) 228-3521
 CA License # 1012305
 DIR # 1000036375

CA DBE CERT ID: 43430
 CA DGS SB CERT ID: 2001615
 LA METRO SB CERTIFIED: 7416
 Unique Entity ID: ZREWPK4A95X3

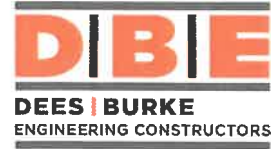
Proposal: 240711E
Date: 7/11/2024

To: Viking Construction Co., Inc. Attn: ESTIMATOR P.O.Box 1508 Rancho Cordova, CA 95741	Project: East Reedley Bridges
--	---

Estimator	Email	Phone
Todd Wingo	todd@dbeconstructors.com	(916) 838-3692

Bid Item	Description	Quantity	UOM	Unit Price	Extended Price
039	Concrete Barrier (Type 836)(F)	122.00	LF	273.00	33,306.00
084	Concrete Barrier (Type 836)(F)	122.00	LF	359.00	43,798.00
135	Concrete Barrier (Type 836)(F)	112.00	LF	390.00	43,680.00

Proposal Total:	\$ 120,784.00
------------------------	----------------------



Scope of Work

Addendums noted: 1

Price is based on 3 (three) mobilizations. Additional mobilizations will be \$8,000 each.

Our pricing is based on completion of DBE's work by July 1, 2026. Please add \$5/LF for any type barrier remaining on July 1, 2026 and an additional \$5/LF at 6 month intervals thereafter.

DBE Excludes:

- 1) Temporary Concrete Washouts.
- 2) Traffic Control & Night Work.
- 3) Preparing for architectural painting & staining treatment and/or colored concrete. (Prime contractor to supply color for dry finish).
- 4) Footings (including Type "B" Footings).
- 5) Concrete.
- 6) Rebar, including inspection or verification of rebar placed by others.
- 7) Drill & Bond Dowel.
- 8) Excavation & Backfill.
- 9) Sandblasting of construction joints.
- 10) Furnish and installation of metal tube, grate and rail work (including formed holes for guard railing).

DBE Qualifications:

- 1) All work to be performed in accordance with DBE Constructors, LLC general terms and conditions.

General Terms and Conditions

DEES BURKE ENGINEERING CONSTRUCTORS, LLC GENERAL TERMS & CONDITIONS FOR STRUCTURE BARRIER RAIL WORK

DBE INCLUDES:

1. Forming, placing & finishing concrete railing from finished grade, bridge deck, top of retaining wall, or top of pile cap unless otherwise specified in the proposal.
2. Placing embedded items such as deck drains, post pockets, expansion joints, weakened plane joints, and cover plates. All embedded items to be furnished and removed by Contractor.
3. Water cure: DBE will place (not secure) Prime Contractor's rugs. Cure Compound: DBE will spray Prime Contractor's curing compound.
4. DBE's prices include all labor, equipment and material to complete the items of work listed above unless otherwise specified. DBE has based its pricing and this proposal on all of the items listed above being awarded to DBE. Items may be added or deleted only with the approval of DBE. DBE shall have the right to modify and increase its unit prices if not all of the items listed above are awarded to DBE.
5. All quoted work shall be constructed in accordance with the Standard Specifications for Public Works Construction, Caltrans Standard Plans and Specifications dated 2022, and the Contract/Design documents provided to DBE at the time of this proposal.

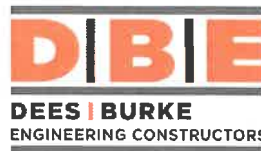
PRIME CONTRACTOR MUST PROVIDE AT NO COST TO DBE:

1. Line & grade furnished, installed & maintained; square pile caps to line and grade width of rail;
2. Ready mix concrete F.O.B. jobsite for tailgate placement in accordance with DBE's schedule;
3. Concrete pumping. If pumping is required, Contractor to provide boom pump. If line pump is provided, Contractor to also provide labor to drag hose and lift to top of barrier;
4. Rebar and electrical furnished, installed & adjusted to line and grade. DBE takes no responsibility for rebar or electrical not installed correctly by others.
5. Sandblasting bridge deck, retaining wall, top of footing or HE section, piles or pile cap to receive barrier rail;
6. Excavation or backfill to industry standard: Minimum clear distance of 18" required from face of formed footing. All excavation to be +0.0 to -0.1 feet from bottom of "HE" Section;
7. Granular fill (furnished and placed) of void at 60MF, 60MF(Mod), 60MGF or 60MGF(Mod) concrete barriers between walls from base to the bottom of concrete cap per Note 2C of Caltrans Standard Plans;
8. Footings, piles, pile caps, retaining walls or wing walls unless otherwise specified on our proposal;
9. Curing compound & maintenance of the cure;
10. Working access, minimum of 12 feet width, the full length of the rail for our boom truck & ready mix concrete trucks on one side and 20" minimum clear on opposite side of barrier rail for forming system and workers;
11. Adequate lights furnished, installed & maintained at all work locations when night work is required;
12. CAL-OSHA safety railing to include protective cover over environmentally sensitive areas, waterways, or traffic, 20" clear from edge of deck or face of wall for all types of concrete barrier rails.
13. On-site construction water.
14. All weather access to all work areas.

DBE EXCLUDES:

1. Installing sign bolts, forming & pouring sign or light pedestals or pilasters & furnishing & installing utility pipes or conduits & any decorative coatings, paint or sealers;
2. Anchor Blocks for guardrailing unless specifically included;
3. Sandblasting barrier rail, including architectural treatment, unless specifically included;
4. Weekend or night work, unless specifically included;
5. Vandalism repairs, including graffiti removal, after the barrier rail is placed & finished;
6. All inspection and quality control costs;
7. Furnishing embeds such as, but not limited to, deck drains, post pockets, expansion joints, styrofoam, expansion paper, miscellaneous metal, and anchor bolts. Installation of any embeds requiring our steel forms to be drilled or cut will be done and at the expense of the contractor including the repair of the metal forms ;
8. Traffic control, notifications and traffic control signage;
9. Spoil disposal (DBE will sweep into piles to be disposed by others);
10. Test panels, unless specifically included;
11. Performance and Payment Bonds and Bond premiums.
12. Permits and fees.
13. Builders Risk Insurance and Railroad Protective Insurance. Prime Contractor to provide certificate of insurance evidencing the Builders Risk policy and the deductible amount if a Builders Risk policy is obtained for the project.
14. Utility relocation, protection of utilities and service interrupt fees. Prime Contractor to be responsible for providing a minimum of 20 feet clearance for DBE's boom equipment from any energized overhead utility.
15. Installation, maintenance and removal, or any responsibility for, Storm Water Pollution Prevention measures. All storm water run-off to be directed away from DBE work area. Any damage caused by DBE will be repaired by DBE.
16. Security measures, watchmen, grading, dewatering and/or dust control.
17. Sanitary facilities in accordance with OSHA regulations.
18. Engineering, testing, surveying, staking and as-built drawings. Prime Contractor to supply survey for line and grade.
19. Temporary K-Rail, crash cushions, temporary delineation and removal of existing metal beam guard rail.
20. Excavation, Backfill and Shoring.
21. Installation, maintenance and removal of pedestrian access.
22. Street sweeping.
23. Partnering and DRB costs.
24. Temporary concrete washouts.
25. Cold weather concrete protection, including placing, maintaining and removing thermal blankets, and cold weather protection plans.
26. Furnish and installation of pipe sleeves or formed holes for metal guard rails. Pipe sleeves or formed holes to be furnished and installed by others

Proposal



prior to DBE placing concrete or to be drilled by others after barrier is completed.

27. Furnish, installation, and removal of scuppers, unless specifically included.

28. All other work/items not specifically included.

29. Project Safety Representative.

DELAYS: DBE IS NOT RESPONSIBLE FOR DELAYS DUE TO THE FOLLOWING:

1. Lack thereof, or incorrect Prime Contractor or other subcontractor-furnished materials;

2. Late ready mix concrete delivery in excess of ½ hour;

3. Lack thereof, or inadequate access;

4. Structure not ready.

5. Time lost due to the above or other delays out of the control of DBE including, without limitation, changed work, acts of God, inclement weather, acts of any government agency or third party, acts of terror, unsuitable ground conditions, differing site conditions or delays caused by or & in the control of the Contractor or its other Subcontractors or the Owner will be charged at Caltrans rates and markups and DBE will receive an extension of time to complete its work as is necessary as a result of such causes.

PAYMENT SCHEDULE:

Monthly progress payments will be due thirty (30) days from the date of DBE's invoice or seven (7) days after receipt from the Owner, whichever is earlier. Prime Contractor shall pay prompt payment penalties at 2% per month per state statute and interest on all amounts due and unpaid. If Prime Contractor fails to make payment when due, DBE shall have the right to stop work on forty-eight (48) hours' notice without any liability for project delay. Retention rate is not to exceed that withheld by the Owner. All retention will be released thirty-five (35) days after completion of DBE's work. DBE will be allowed to furnish securities in an escrow account in lieu of retention being withheld.

FORCE ACCOUNT WORK:

DBE is to receive all mark up with the exception of the percentage allowed to the Prime Contractor in the Prime Contract.

WORK SCHEDULE:

1. DBE requires 60 day preliminary written notice of move-in date, with final written notice given three weeks in advance.

2. DBE's work shall progress as bid per the contract documents in a linear progression most efficient to complete DBE's scope of work.

3. This proposal is based on a standard 8-hour shift, 5 days per week, with DBE's work to be performed in continuous operations, or as the job staging allows, in accordance with a mutually agreeable schedule, without delay by others. Prime Contractor shall furnish to DBE electronic copies of CPM baseline schedule and monthly updates.

4. If the baseline or any subsequent schedule dictates work being performed after the completion date set forth above, DBE shall have the right to receive increased payments from Prime Contractor and/or Owner to account for labor, equipment, and/or material price escalation and Prime Contractor shall also grant time extension(s) to DBE.

INDEMNIFICATION:

DBE and Prime Contractor (the "Indemnitor") will indemnify and defend the other (the "Indemnitee") for the Indemnitor's proportionate share of responsibility for the cause of any claims for injury or damages except to the extent arising out of the Indemnitee's negligence, whether in whole or in part. Additionally, DBE will not provide a waiver of subrogation unless it is required by the Prime Contract.

CHANGES:

DBE reserves the right to review and approve all Contract Change Orders relating to DBE work items prior to submittal and acceptance. Additional or changed work will be performed upon the completion of an executed Change Order, but Prime Contractor shall pay DBE for extra or changed work if DBE is given written or oral direction by Prime Contractor or Owner to proceed with such work.

COVID-19:

To the extent that there is a condition of the project as awarded or implemented which requires that non-vaccinated workers are to be tested, all costs for any and all such testing are excluded. Further, to the extent that there is a requirement imposed that all workers must be vaccinated or have a recognized exception due to religious or medical reasons, and such a mandate causes damages, including delay, loss of productivity and/or escalation, as well as other resulting damages, all such costs and damages and compliance are expressly excluded and shall be fully compensable to DBE.

STATE OF CALIFORNIA · DEPARTMENT OF TRANSPORTATION
DBE CONFIRMATION
 OBEO-0007 (REV 09/2017)

CONTRACT NO.	24-07-C
NAME OF DBE BUSINESS	P C & N Construction, Inc.
NAME OF DBE REPRESENTATIVE	Christi Plum
DBE CERTIFICATION NUMBER	39218
NAME OF BIDDER	Viking Construction Company
NAME OF PRIME CONTRACTOR IF DIFFERENT FROM THE BIDDER	
NAME OF REPRESENTATIVE OF BIDDER OR CONTRACTOR	Randy Jenco
DATE	7/15/24

Bid item number	Item of work and description of services to be subcontracted or materials to be provided ¹	Amount (\$)
28	Crash Cushion (TAU-M)	\$69,000.00
125	Crash Cushion (TAU-M)	\$45,000.00

¹ If 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.	<table style="width:100%;"> <tr> <td style="text-align: right;">Total</td> <td style="text-align: right;">\$114,000.00</td> </tr> </table> <p>As an authorized representative of a certified disadvantaged business enterprise, I confirm that my business was contacted by the bidder or prime contractor shown above regarding the contract shown above. If the bidder is awarded the contract, my business will enter into a contractual agreement with the bidder or prime contractor to perform the type and dollar amount of work shown on the DBE Commitment form.</p> <p>I certify under penalty of perjury that the foregoing is true and correct.</p> <div style="border-top: 1px solid black; margin-top: 10px;"> Signature of DBE's Authorized Representative Christi Plum Printed Name of DBE's Authorized Representative President Title of DBE's Authorized Representative <u>7/15/24</u> Date </div>	Total	\$114,000.00
Total	\$114,000.00		

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

P C & N CONSTRUCTION, INC.
 General Engineering Contractor Class "A"
 State Contractor License No. 771652

Certified Small Business No. 0021507
 CERTIFIED DBE/UDBE No. 39218

PUBLIC WORKS CONTRACTOR REGISTRATION No. 100002500

5301 Byron Hot Springs Road
 Byron Hot Springs Road, Byron CA 94514
 (925) 634-4567 Fax (925) 634-4339

QUOTE IS GOOD FOR 30 DAYS

We are pleased to submit the following bid:

Contract County of Fresno
 Project East Reedleyu Bridge Replacement
 Federal Aid No. 24-07-C
 Bid Date 7/11/2024

ITEM NO.	DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL
Reedley Main Canal at Englehart Avenue Culvert				
28	Crash Cushion (TAU-M) - Exclude Concrete Pad	2 EA	\$ 34,500.00	\$ 69,000.00
Travers Creek at Parlier Avenue Culvert				
125	Crash Cushion (TAU-M) - Exclude Concrete Pad	1 EA	\$ 45,000.00	\$ 45,000.00
Contractor to provide Base Line Schedule and Regular Schedule Updates Throughout the Project.				
P C & N Construction, Inc. requires a 21 WORKING DAY WRITTEN NOTICE IN ADVANCE , prior to commencement of any portion of our work. Additionally, an Executed subcontract or purchase order must be on file with this office prior to start of work.				
TOTAL				\$ 114,000.00

Inclusions:

1. Furnish & Install Per Plans & Specs
2. Tax Included
3. Two Move In, Additional Move Ins at \$4,500.00 EA
4. Bid package may NOT be split without PC&N approval prior to bid
5. Addendum # 1

Exclusions:

1. Bonds, Permits and Fees, as built or record drawings (if any)
2. Clearing, Grubbing, Pruning, Layout, Grading, Excavation, Survey, Staking, Backfill, Embankment Widening
3. Asphalt, Concrete Removal and Repair/Patching of Asphalt, Dike or Concrete
4. Traffic Control & Flagging
5. Item # 28 & 125 Concrete Pad
6. K-Rail & K-Rail placement and removal to be coordinated with PC&N to allow access for removal & installation of Guardrail Items

P C & N CONSTRUCTION IS A UNION CONTRACTOR - IRONWORKERS, LABORERS, OPERATING ENGINEERS

P C & N Construction Inc. shall fully indemnify Contractor for any liability arising out of P C & N Construction, Inc. work or products, but only to the extent of P C & N Construction, Inc. liability and not that of anyone else. P C & N Construction, Inc. maintains insurance coverage for their work hereunder, including \$2,000,000 Products-Comp/Op Agg and a 11/85 Additional Insured Endorsement.

STATE OF CALIFORNIA • DEPARTMENT OF TRANSPORTATION
DBE CONFIRMATION
OBEO-0007 (REV 09/2017)

CONTRACT NO **24-07-C**

NAME OF DBE BUSINESS
Tyrrell Resources, Inc.

NAME OF DBE REPRESENTATIVE
CHERYL L. TYRRELL

DBE CERTIFICATION NUMBER
38525

NAME OF BIDDER
Viking Construction Company

NAME OF PRIME CONTRACTOR IF DIFFERENT FROM THE BIDDER

NAME OF REPRESENTATIVE OF BIDDER OR CONTRACTOR
Randy Jenco

DATE
7/15/24

Bid item number	Item of work and description of services to be subcontracted or materials to be provided ¹	Amount (\$)
18	Tree Removal	\$1,400
62	Tree Removal	\$1,415
108	Tree Removal	\$18,150
40	Mobilization	\$1,333.33
85	Mobilization	\$1,333.33
136	Mobilization	\$1,333.33

¹ If 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.

Total **\$24,965**

As an authorized representative of a certified disadvantaged business enterprise, I confirm that my business was contacted by the bidder or prime contractor shown above regarding the contract shown above. If the bidder is awarded the contract, my business will enter into a contractual agreement with the bidder or prime contractor to perform the type and dollar amount of work shown on the DBE Commitment form.

I certify under penalty of perjury that the foregoing is true and correct.

[Signature]
Signature of DBE's Authorized Representative

CHERYL L. TYRRELL
Printed Name of DBE's Authorized Representative

PRESIDENT
Title of DBE's Authorized Representative

7/15/24
Date

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

July 11, 2024



Contractor License No. 938998
Licensed Timber Operator A10405
DIR Number 1000007965
DBE #38525
CPUC WBE 9EN00089
SB 1042606

TO: Viking Construction Company
Attn: Estimating

RE: East Reedley Bridge Replacements
County of Fresno Department of Public Works Contract Number 24-07-C
Bidding 7/11/24
Scope of Work: Tree Removal

BID PROPOSAL

The following quotes for services include:

Fell and/or piece down trees designated for removal per project plans.

Grind stumps in ground where accessible by stump grinder.

Offhaul felled trees and limbs from project site.

Quote:

Reedley Main Canal Bridge Replacement on Englehart Avenue BRLO-5942(239)

Unit Price: \$700.00/tree Total: \$1,400.00

Travers Creek Bridge Replacement on Lincoln Avenue BRLO-5942(226)

Unit Price: \$1,415.00/tree Total: \$1,415.00

Travers Creek Bridge Replacement on Parlier Avenue (BRLO-5942(227)

Unit Price: \$1,650.00/tree Total: \$18,150.00

Mobilization: \$4,000.00

Inclusions/Exclusions:

Trees designated for removal to be clearly identified prior to start of work.

Work areas to be cleared of vehicles, pedestrians and obstructions impeding tree removal prior to start of work.

Prime Contractor to provide traffic control (including pedestrian) and lane/ramp closure as needed.

Tyrrell not responsible for dust control, dust abatement, fugitive dust or SWPPP.

Tyrrell not responsible for any local, state or federal permits required for tree removal.

Excludes stump removal where inaccessible by stump grinder.

Excludes potholing. Excludes any hand picking or root picking. Excludes sweeper for lane clean up.

Please call 530.249.3800 or 530.355.9200 for questions.

Thank you.

Brent Tyrrell

P.O. Box 8219 • Truckee, CA 96162
Email: tyrrellresources@sbcglobal.net
Phone: 530-249-3800 • Fax: 530-241-8975



CONTRACTORS
STATE LICENSE BOARD
ACTIVE LICENSE



License Number **938998**

CORP

Business Name **TYRRELL RESOURCES INC**

Classification **C61/D49**

Expiration Date **10/31/2025**

www.cslb.ca.gov



License Number: **A18488**

Date of Issuance: **1/11/2023**

License Valid Period:
1/11/2023-12/31/2024

STATE OF CALIFORNIA
THE RESOURCES AGENCY
STATE BOARD OF FORESTRY
TIMBER OPERATOR LICENSE

TYRRELL RESOURCES INC
P O BOX 8219
TRUCKEE, CA 96162

This timber operator license is issued pursuant to the provisions of Article 6, Chapter 8, Division 4 of the Public Resources Code, the regulations of the State Board of Forestry in Article 3, Subchapter 4.1, Chapter 2, Division 2, Title 14 of the Administrative Code, and in response to the licensee's application in the prescribed manner.

This timber operator license does not purport to confer property rights in timber, land, or the products thereof.

2023-01 (10/7/23) DRAFT NUMBER 28-003300-001

California Environmental Protection Agency
Air Resources Board

January 1, 2024

**CERTIFICATE OF REPORTED COMPLIANCE
OFF-ROAD DIESEL VEHICLE REGULATION**

is issued to

TYRRELL RESOURCES INC

This certificate indicates that the fleet listed above has reported off-road diesel vehicles to the California Air Resources Board and has certified they are in compliance with title 13 OCR, section 2449. All applicable vehicles owned by the individual, company, or agency must be reported and labeled, as specified in Section 2449, with all possible completeness, else this certificate is null and void. **Certificate expires 2/28/2025**


Jack Edwards
Chief, Mobile Source Control Division
California Air Resources Board

Off-road Diesel Fleet Identification

5173

To verify the authenticity of this certificate, enter this number at
http://www.arb.ca.gov/doors/compliance_cert1.html

Business & Contact Information

BUSINESS NAME	Tyrrell Resources, Inc
OWNER	Ms. Cheryl L. Tyrrell
ADDRESS	1243 High St Auburn, CA 95603 [map]
PHONE	530-243-8733
FAX	530-241-8975
EMAIL	tyrrellresources@sbglobal.net
ETHNICITY	Caucasian
GENDER	Female
COUNTY	Placer (CA)

Certification Information

CERTIFYING AGENCY	California Department of Transportation
CERTIFICATION TYPE	DBE - Disadvantaged Business Enterprise
CERTIFIED BUSINESS DESCRIPTION	CA WCC A0850: FORESTRY SERVICES; CA WCC C1601: CLEARING & GRUBBING; NAICS 113310: Logging; NAICS 115310: Support Activities for Forestry; NAICS 238910: Site Preparation Contractors; NAICS 561730: Landscaping Services

Commodity Codes

Code	Description
CA WCC A0850	FORESTRY SERVICES
CA WCC C1601	CLEARING & GRUBBING
NAICS 113310	Logging
NAICS 115310	Support Activities for Forestry
NAICS 238910	Site Preparation Contractors
NAICS 561730	Landscaping Services

Additional Information

WORK DISTRICTS/REGIONS	Ajameda, Butte, Calaveras, Colusa, El Dorado, Fresno, Glenn, Lassen, Modoc, Nevada, Placer, Plumas, Shasta, Sierra, Siskiyou, Tehama, Trinity, Yuba
CUCP PUBLIC DIRECTORY CERTIFICATION NUMBER	38525

Printed on: 10/25/2022 2:57:49 PM

To verify most current certification status go to: <https://www.caleprocure.ca.gov>



Office of Small Business & DVBE Services

Certification ID: 1042606

Legal Business Name:

TYRRELL RESOURCES INC

Doing Business As (DBA) Name 1:

TYRRELL RESOURCES INC

Doing Business As (DBA) Name 2:

Address:

PO BOX 8219

Truckee

CA 96162

Email Address:

TYRRELLRESOURCES@SBCGLOBAL.NET

Business Web Page:

Business Phone Number:

530/243-8733

Business Fax Number:

530/241-8975

Business Types:

Construction , Service

Certification Type	Status	From	To
SB	Approved	10/18/2022	10/31/2024

Stay informed! KEEP YOUR CERTIFICATION PROFILE UPDATED!

-LOG IN at [CaleProcure.CA.GOV](https://www.caleprocure.ca.gov)

Questions?

Email: OSDSHELP@DGS.CA.GOV

Call OSDS Main Number: 916-375-4940

707 3rd Street, 1-400, West Sacramento, CA 95605

DBE CONFIRMATION

OBEO-0007 (REV 09/2017)

CONTRACT NO **24-07-C**

NAME OF DBE BUSINESS
Central Valley Reinforcing

NAME OF DBE REPRESENTATIVE
Johnnie Gutierrez

DBE CERTIFICATION NUMBER
46530

NAME OF BIDDER
Viking Construction Company

NAME OF PRIME CONTRACTOR IF DIFFERENT FROM THE BIDDER

NAME OF REPRESENTATIVE OF BIDDER OR CONTRACTOR
Randy Jenco

DATE
7/15/24

Bid item number	Item of work and description of services to be subcontracted or materials to be provided	Amount (\$)
36	Bar Reinforcing Steel (Culvert) - Final Pay Item	\$37,000
37	Bar Reinforcing Steel (Retaining Wall)-Final Pay Item	\$9,000
39	Concrete Barrier (Type 836) - Final Pay Item	\$6,000
81	Bar Reinforcing Steel (Culvert) - Final Pay Item	\$68,000
82	Bar Reinforcing Steel (Retaining Wall)-Final Pay Item	\$18,000
84	Concrete Barrier (Type 836) - Final Pay Item	\$6,000
115	Structural Concrete (Concrete Channel Lining)	\$7,500
132	Bar Reinforcing Steel (Culvert) - Final Pay Item	\$56,000
133	Bar Reinforcing Steel (Retaining Wall)-Final Pay Item	\$15,000
135	Concrete Barrier (Type 836) - Final Pay Item	\$10,000

Total \$232,500

If 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

As an authorized representative of a certified disadvantaged business enterprise, I confirm that my business was contacted by the bidder or prime contractor shown above regarding the contract shown above. If the bidder is awarded the contract, my business will enter into a contractual agreement with the bidder or prime contractor to perform the type and dollar amount of work shown on the DBE Commitment form.

I certify under penalty of perjury that the foregoing is true and correct.


Signature of DBE's Authorized Representative

Johnnie Gutierrez
Printed Name of DBE's Authorized Representative

Office Manager
Title of DBE's Authorized Representative

07/16/2024
Date

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



**CENTRAL VALLEY
REINFORCING**

PO Box 9669 ~Fresno, CA 93793
 Phone: 559-365-0340 ~
 Fax: 559-981-1257
 CA #887206, DIR #1000002691,
 DBE #46530, SBE#1796552

TO: Genral Contractor ATTN: _____ FAX: _____

PROJECT : EAST REEDLEY BRIDGE REPLACEMENT ESTIMATE #: 000385
 LOCATION FRESNO, CA 93650 BID DATE: 07/11/2024, 02:00 PM

Your Company - herein referred to as Seller proposes to furnish to *CUSTOMER* - herein referred to as Buyer the following material for the above job in accordance with plans and specifications only as they pertain to material and workmanship described therein prepared by:

Architect: _____ Drawings: Plans Dated: 4/14/2024
 Engineer: _____
 Addenda #1: 7/2/2024 Dated: _____
 Assumptions: Contractor to provide hoisting throught project for unloading of deliveries and staging of rebar to working levels and areas.

All materials shall be furnished in accordance with the recommended industry practice of the Concrete Reinforcing Institute and the C.R.S.I. Manual of Standard Practice unless otherwise described herein. Deviation shall be for the account of the Contractor All material will be new billet uncoated deformed reinforcing steel per A.S.T.M. Specification A615(M)Grade 60 cut to length, bent, bundled and tagged, including detailed placing drawings per plans and specs; delivered in 40,000# truckload quantities nearest accessible point to jobsite, unloading not included.

THIS IS NOT A MATERIALS REQUIREMENTS PROPOSAL/QUOTATION

SCOPE OF WORK INCLUSIONS

- Reinforcing steel furnished and installed for concrete work, for the following price including current applicable taxes.

SCOPE OF WORK/PRICE

Bid Item	Description	Amount
028	CRASH CUSHION (TAU-M) (2 EACH)	\$1000.00
036 (F)	BAR REINFORCING STEEL (CULVERT)(E.E.=29,500 LB)	\$37,000.00
037 (F)	REINF'G STEEL (RETAINING WALL)(E.E.=6,500 LB)	\$9,000.00
039 (F)	CONCRETE BARRIER (TYPE 836)(E.E.=122 LF)	\$6,000.00
081 (F)	BAR REINFORCING STEEL (CULVERT)(E.E.=41,500 LB)	\$68,000.00
082 (F)	REINF'G STEEL (RETAINING WALL)(E.E.=11,300 LB)	\$18,000.00
084 (F)	CONCRETE BARRIER (TYPE 836)(E.E.=122 LF)	\$6,000.00
115	STRUCTURAL CONCRETE (CHANNEL LINNING)(E.E.=1 L.S	\$7,000.00
117	BAR REINFORCING STEEL (E.E.=400 LB)	\$1,000.00
125	CRASH CUSHION (TAU-M) (1 EACH)	\$1000.00
132 (F)	BAR REINFORCING STEEL (CULVERT)(E.E.=42,300 LB)	\$56,000.00
133 (F)	REINF'G STEEL (RETAINING WALL)(E.E.=8,900 LB)	\$15,000.00
135 (F)	CONCRETE BARRIER (TYPE 836)(E.E.=112 LF)	\$5,000.00
	TOTAL	\$230,000.00

INCLUSIONS:

- Reinforcing steel furnished and installed for concrete work, for the following price including current applicable taxes.

EXCLUSIONS:

- Furnishing and/or tying blocks on caisson, pile and/or light standard cages, Cost of parking and traffic control, Pulling, chairing or blocking mesh, Costs of commercial testing, field inspection, crane and street use permits, Cost of pour watchmen, Cost of bonds, penalties and liquidated damages, Pick up point steel and added reinforcing for erection stresses, All welding; furnishing rebar for welding except _____, Nelson studs, threaded and smooth round bars, inserts, sleeves and anchors, trim bars at tiebacks, field cutting rebar at tiebacks, SPEC allowance rebar, mesh, PT cable and labor, Field measurements, Drilling, grouting and dry packing, Cleaning, cutting and bending of existing steel or steel installed by others, Greasing, painting or wrapping dowels, Drilling, burning or punching holes for bars to pass, Reinforcing in all site work, exterior slabs, walks, curbs, gutters, planters and driveways except _____, Reinforcing in insulating or zonolite types slabs, Reinforcing in all precast or concrete filled metal stair treads and landings, Reinforcing in all slabs on ground except _____, Reinforcing in tile and/or terrazzo setting beds, Reinforcing in all precast work, Splices in masonry, wall verticals except at floor lines. (Add to splice verticals every 4'0" _____, Installation of rebar ties around anchor bolts, Anchors to hold shotcrete wall reinforcing, Repair of damage to greased and coated tendons when damage is caused by other trades, Marking of tendon locations, field coating of tendon anchorages, and stressing records, Rustproofing, concrete grouting or drypacking, and patching of blockouts or grommet holes after stressing is complete, Waiver of subrogation for insurance.

CONDITIONAL:

- Buyer shall furnish without charge the following items as they are required by seller: Lines, grades, templates, racks, scaffolds, space for delivery and storage of materials accessible to semi-tractor-trailer deliveries adjacent to place where the materials are to be installed and/or hoisted. Seller's price is based on working a normal 5 day, 40 hour week. Buyer agrees to pay seller for any extra labor and/or overtime authorized by the buyer. Payment for this work is due 30 days after billing. Performance is based on timely receipt of completed plans and adequate construction schedule to which seller is a party. Allow 5 working days after approval of detail drawings for fabrication and delivery. Seller will be notified in writing and given the opportunity to take corrective measures prior to the authorization of any action that results in backcharges for the seller's account. Authorized charges for the seller must be signed by seller's field superintendent or project manager and submitted within 30 days. Buyer shall furnish adequate protection to insure the safety of those working above exposed vertical reinforcing steel. Correction to work that has been damaged after approved for pouring shall be paid by the buyer. Materials shipped and/or installed after MM/DD/YY will be subject to an escalation charge. Payment terms net 30, no retention. Payments- Our price is subject to the understanding that we shall be entitled to prompt monthly payment for the value of material delivered and work installed, that our payments shall be conditioned on owner payment only to the extent of monies withheld by the owner due to some deficiency on our part, that our retainage shall not exceed 10% nor the percentage of retainage currently being held by the owner with respect to our work and that our final payment shall be due upon acceptance of our work. If changes are made to seller's detail drawings during the submittal process which involve revised costs, the buyer will process a change request to the owner prior to fabrication. Insurance- The seller agrees to furnish insurance for Worker's Compensation, General Liability and Automobile Liability. It is the intent that these coverages shall apply to the acts of the seller and his employees and not to other entities such as, but not limited to the buyer, owner and architect. The Subcontractor shall indemnify and hold harmless the Contractor, Owner, Architect or others from damages only to the extent such damages were caused by any negligent act or omission of the Subcontractor or anyone for whose acts the Subcontractor is liable. Should suit be filed by seller to collect amounts owed under this Subcontract, the Buyer agrees to pay for all actual costs for collection and/or attorney's fees.

SPECIAL PRICING:

Two hours of free unloading time will be allowed. Additional unloading time will be charged to the Buyer at \$90/hour.

Engineering/Estimating changes/revisions to placing drawings for additions/deletions to the original documents shall be extra to contract at \$105/hour.

SPECIAL NOTES:

Per buyers request for a Lump Sum Firm Price, the above firm price includes a \$20/ton price adjustment every 3 months from the date of this proposal, based on proposed shipping schedule.

+ 5,000 -

PRICE ADJUSTMENT:

The reinforcing bar price quoted is firm for 30 days of the date of this document. Effective the 31st day, the prices will be increased \$20/ton and \$20/ton every three months thereafter, cumulatively.

If at any time after the date of this proposal, the price of steel or other commodities significantly increase through no fault of Seller, the bar price will be increased by an additional amount reasonably necessary to cover any such price increase. As used herein, a significant price increase shall mean any change in price exceeding _____ percent (___%) experienced by Seller at any time after the date of this proposal. Such price increases shall be documented through commercial quotes, invoices, receipts or other such documentation. Where the delivery of materials/goods within Seller's scope of work under this proposal is delayed through no fault of Seller, as a result of the shortage or unavailability of raw materials, components and/or products, the Seller shall not be liable for any additional costs or damages associated with such delay.

TERMS OF SALE: Net 30 Days from date of invoice. No retainage allowed. Sales Tax not included. Buyer's obligation to pay seller is not contingent upon receipt by Buyer of payment from Buyer's customer or anyone else. Failure to maintain the payment terms as described in attachment 1, may lead to interruption of material supply to project without penalty to seller.

CLAIMS:

Seller will not be responsible for the cost for any alleged shortage or mis-fabrication if not notified within three days of unloading. The seller will not be responsible for any cost incurred for corrective action unless seller is given the opportunity to inspect, replace, or recondition the material.

OTHER STIPULATIONS/CLARIFICATIONS:

- This proposal is firm for 30 days from the date of this document for full acceptance.
- Full acceptance will be in accordance with Attachment 1 – Terms and Conditions.
- Seller needs approximately two (2) weeks from date shop drawings are approved (whether verbal or written) until delivery date of material. This allows time for listing, checking, fabrication, and delivery. Every attempt will be made to deliver material on shorter notice whenever possible to meet customer's schedule.
- Prices / Bid items quoted are not for separate acceptance without prior approval.
- Seller's price is based on detailing, fabricating and delivery according to attachment 1 item 6. Performance will be based on conventional construction, timely receipt of (1) complete sets of plans (as listed above), specifications and adequate written schedules to which seller has agreed. Contractor shall furnish design information, and construction schedules in sufficient time to allow for preparation and approval submittals. Additional lead time will be required for special mill rolling, spirals, epoxy coating and/or special mesh.

Sales Office:

Phone:
Mobile:

CVR

Fax:
E-mail: vzamora@cvrfresno.com

ATTACHMENT 1

TERMS AND CONDITIONS OF SALE AND DELIVERY

1) Buyer's Acceptance of Quotation. Buyer's acceptance of the offer made by Seller's Quotation shall be Buyer's acceptance of all of the provisions of the Quotation, including the terms and conditions set forth in this Attachment 1. Buyer's acceptance is expressly limited to Seller's terms and conditions, and any of Buyer's terms and conditions that are additional to or different from Seller's terms and conditions are objected to and shall have no effect. Seller may begin performance pending receipt of a fully executed final agreement between the parties. However, should the parties fail to execute a final mutually acceptable agreement, or should the terms and conditions of the Quotation be altered or modified, Seller reserves the right to immediately stop performance, and Buyer agrees to pay Seller the full value of the material and labor already furnished or in process. Buyer's acceptance of the above shall be conclusively evidenced by Buyer's accepting the Quotation, permitting/directing performance, or signing and returning the Quotation.

2) Contract Documents/Seller's Work/Flow-Through/Order of Precedence. The "Contract Documents" for the final agreement between the parties are: (a) the final agreement itself (excluding all items attempted by Buyer to be incorporated by attachment, reference or otherwise); (b) this Attachment 1 including the quotation; and (c) those documents and/or parts of documents that were furnished to Seller prior to the Quotation and expressly accepted in writing signed by Seller. Unless otherwise specified in the Quotation, materials and fabrication supplied and shop drawings prepared and furnished by Seller (the "Work") shall be performed in accordance with the Contract Documents, consistent with CRSI standards. Approval of Seller's shop drawings by Buyer's representative shall be deemed the correct interpretation of the Work. Seller shall have the benefit with respect to Buyer of all the same rights, remedies and redress that Buyer has with respect to Buyer's customer under Buyer's agreement with its customer. Where a provision of any other Contract Document is inconsistent with the provisions of the final agreement between the parties, as amended by this Attachment 1 including the proposal, the final agreement, as amended by this Attachment 1 and proposal, will prevail.

3) Scope. The scope of Seller's Work shall be as set forth in the final agreement between the parties, as amended by this Attachment 1 and the quotation. However, the Quotation is incorporated into the final agreement, and where a provision of any Contract Document is inconsistent with the Quotation regarding scope, the scope set forth in the Quotation will govern.

Accepted this _____ day of _____, 20_____

Fabricator:

Contractor:

By: _____

By: _____

Its: _____
Title

Its: _____
Title