



ESTIMATE # ESO50215  
(BUDGET)

BID PROPOSAL FORM  
(Contractors License # 778010)

BID DATE: 7/2/2015  
BID TIME: 2:00 PM

TO: SUNDT CONSTRUCTION, INC.

ATTN: COLE FICKLIN  
EMAIL: cficklin@sundt.com

CELL: 480-292-0860  
PHONE: 480-293-3195

PROJECT NAME: CALIFORNIA BAPTIST UNIVERSITY EVENT CENTER (BUDGET)  
PROJECT LOCATION: RIVERSIDE, CA

CMC Rebar (Subcontractor) 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 this Subcontractor to provide services and materials to Contractor. **WE ARE A UNION CONTRACTOR.**

\*\*\*Due to constantly changing conditions in the steel supply market and the possibility of shortages, Subcontractor may utilize non-domestic (import) material and reserves the right to do so at its sole discretion unless the project specifications specifically state that it is a "Buy American" project. The required mill test reports and certificates of compliance will be furnished for all material regardless of source. Subcontractor shall be entitled to relief from cost and/or schedule impacts should domestic material only be required.\*\*\*

**SCOPE OF WORK / PRICE**

Reinforcing Steel in Concrete, Supplied and Installed  
Mesh Reinforcing, Supplied and Installed (Pulling, bricking and/or chairing of mesh is by others)

BID ITEM	DESCRIPTION	QTY	UOM	UNIT PRICE	TOTALS
1. The following Unit Prices are to Supply & Install ASTM A615 Grade 60 Reinforcing Steel, A185 Wire Mesh in accordance with our past experience with this type of work. 2. The actual quantities are the responsibility of the Engineer and cannot be determined until the "FINAL" drawings are completed and approved. The quantities provided are based on your information. 3. Any Formsavers, Studrails, etc. that may be required will be quoted separately once the actual Scope of Work is determined.					
001	SPREAD FOOTINGS	118,950	LB	\$ 87.89	\$ 104,551.00
002	CONT. FOOTINGS	85,350	LB	\$ 97.26	\$ 83,010.00
003	PITS	15,750	LB	\$ 105.69	\$ 16,646.00
004	STEM WALLS	4,950	LB	\$ 109.24	\$ 5,408.00
005	UTILITY TRENCH	495	LB	\$ 111.21	\$ 550.00
006	SOG	83,441	LB	\$ 88.65	\$ 73,972.00
007	SOG @ COURT & RETRACTABLE SEATING	25,748	LB	\$ 97.26	\$ 25,042.00
008	COLUMN ENCASEMENTS	8,250	LB	\$ 126.57	\$ 10,442.00
009	SLAB ON METAL DECKS	80,171	LB	\$ 97.26	\$ 77,973.00
010	STADIA PLATFORMS	1,233	LB	\$ 113.31	\$ 1,397.00
011	FEATURE STAIRS	6,250	LB	\$ 137.71	\$ 8,607.00
012	CIP STAIRS ON STADIA	3,543	LB	\$ 137.71	\$ 4,879.00
013	STADIA CURBS	750	LB	\$ 166.18	\$ 1,246.00
014	INTERIOR CURBS	1,591	LB	\$ 166.18	\$ 2,644.00
015	PADS ON SLABS	5,514	LB	\$ 137.71	\$ 7,593.00
<b>REBAR TOTAL =</b>		<b>441,986</b>	<b>LB</b>	<b>\$ 95.52</b>	<b>\$ 423,962.00</b>
016	MESH (ASSUMED 6x6/W2.1Xw2.1)	64,136	SQ FT	\$ 58.21	\$ 37,332.00

PRICES ABOVE ARE ONLY GUARANTEED THROUGH THE START & FINISH DATES AS INDICATED IN THE SCHEDULE BELOW

**CONSTRUCTION SCHEDULE**

- The above pricing is based on the following concrete construction schedule: Start = 5/1/2016 Finish = 5/1/2017
- Prices, as quoted, will remain firm for thirty (30) calendar days, after which time Subcontractor reserves the right to revise this quotation. Written notification within this time frame is required to guarantee pricing for the durations noted above.

### **SCOPE OF WORK INCLUSIONS:**

1. "Black" A615 grade 60 reinforcing steel bars, A185 wire mesh to be furnished and installed, as noted herein, for the bid items listed above only.

### **PLANS AND SPECIFICATIONS:**

Architect/Engineer: Not Known

Specifications: None Seen

Plans/Drawings: Unit pricing based on weights supplied by Sundt Construction via 6/30/15 email

Addendum: None Seen

### **GENERAL CLARIFICATIONS:**

1. Prices include applicable State and Local Sales Tax.
2. **Prices / Bid items quoted are not for separate acceptance without prior written approval from Subcontractor.**
3. **Subcontractor's price is based on detailing, fabricating, shipping and placing on a normal five (5) day, forty (40) hour work week (all Union contract and nationally recognized holidays are observed). Night and/or shift work is not included.** All work performed outside of such hours shall be charged at Subcontractor's standard rates for overtime, weekend, night or holiday work.
4. **Subcontractor's price is based on Contractor furnishing all design information, location of construction joints and lift plans in sufficient time to allow for preparation and approval of submittals (if they are required), plus seven (7) working days for fabrication and delivery.** Performance will be based on conventional construction and the timely receipt of two (2) complete printed sets of plans, specifications and CADD files (if available). Additional lead time will be required for special mill rolling (including but not limited to #14, #18, A706, Grade 75 & Grade 100 reinforcing steel bars), spirals, threaded bars, welded hoops, epoxy coating, galvanizing, special mesh, mechanical connections, T-Headed anchors, etc. A Letter of Intent and/or a Subcontract authorizing procurement of these long lead / mill order items must be received in a timely manner. Delays of more than forty five (45) days may result in additional cost of materials.
5. Subcontractor's price includes additional labor time for a Foreman to attend standard weekly scheduling meetings and for all onsite employees to attend daily safety tail-gate meetings. It does not include any additional labor time for any type of special safety, coordination, and/or instructional training meetings unless specifically included in the Special Notes section.
6. The Contract and/or Change Order unit prices (if reflected herein) is (are) based on receipt of information or scope of work changes, prior to detailing, fabrication, shipment and/or placement of material.

### **SPECIAL NOTES:**

1. For the areas requiring mesh. CMC has assumed 7'x20' sheets utilizing 6x6/W2.1xW2.1 mesh.

### **HOISTING/LOWERING NOTES:**

Contractor shall furnish, without charge, suitable equipment fully operated for hoisting/lowering reinforcing steel, wire mesh, accessories, etc., including unloading trucks, staging of reinforcing to points of installation (into foundations and onto elevated decks, etc.) setting of piling, column, wall cages and/or any other pre-tied assemblies and including any power placing of individual bars that Subcontractor may require. (Rigging, unloading and setting of reinforcing steel and/or wire mesh onto S.O.M.D. is excluded.)

### **SCOPE OF WORK EXCLUSIONS:**

(Furnishing and/or installing)

1. All testing, inspection, X-ray and/or any related costs thereof other than mill test reports. (Rebar test bar samples to be provided F.O.B. trucks jobsite).
2. As-Built Drawings / Building Information Modeling (BIM) / Shop Drawings / Record Drawings / Coordination Drawings (Rebar Placement Drawings will be provided as submittals in lieu of).
3. Plain (smooth) round bars.
4. Threaded bars, rods, sleeves, dowel baskets, anchors (DBA's & misc.), bolts (anchor & misc.), embeds and inserts.
5. Stud rails, shear studs, similar.
6. Wrapping, coating, sheathing/sleeves (Rubitex, plastic and/or cardboard), painting, and/or greasing of reinforcing steel, smooth round and/or wire mesh.
7. Supplying, installing, and/or maintaining any form of rebar cap or safety device on installed reinforcing steel, any bars to be "field" bent and/or any reinforcing steel on the ground/stored. (Per latest OSHA Standards).
8. Cost of pour watchman, unless from crews already working on site.
9. All permits (except hauling) and licenses, other than city/county business licenses and State Contractor's license, required for the work.
10. Cost of Payment and Performance Bonds.

11. Any or all reinforcing steel, and/or wire mesh not shown on drawings unless specifically included in Scope of Work/Price.
12. Rebar placing drawings prepared, reviewed, signed, sealed or stamped by a licensed engineer.
13. Quality control manager, inspector and a quality control plan. (Contractor to provide these services.)
14. Costs for relocation of materials for the convenience of others after materials are unloaded at Contractor designated areas.
15. Composite clean-up crews.
16. 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.
17. Traffic control (Lane closures, barricades, signs, lights, etc.). (A flagman for our deliveries only is included.)
18. 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.
19. Any reinforcing referred to as "Spec. Steel", "Allowance" and/or "As directed by Engineer" other than by additive quote. Accessories, wire mesh and/or mechanical couplers will not be included in this type of additive quote. If Change Orders are to be applied against "Spec. Steel" allowances, then the dollar value and NOT the weight of the Change Order will be applied.
20. Exposing, cutting, burning, cleaning, straightening and/or bending of existing steel, previously poured steel and/or improperly placed drill and grout/bond dowels.
21. Drilling, coring, grouting, dry packing and the placing of bars into and/or through any drilled and/or precast holes. Extensive coordination between the Contractor responsible for drilling and grouting the reinforcing steel dowels and this Subcontractor must take place prior to installation and grouting of these items to insure our ability to install remainder of reinforcing steel for that element
22. Furnishing and/or welding of dowels/anchors to miscellaneous steel and/or structural steel.
23. All welding.
24. Breakout dowels, FormSavers, etc. and/or installation of same.
25. Masonry Steel.
26. Reinforcing for precast concrete items. (Cast on or off site.)
27. Pulling, bricking and/or chairing of wire mesh. (This work is to be performed by others and Subcontractor excludes all responsibility for positioning of mesh to its final location within the concrete).
28. Providing and/or laying out holes in structural steel for reinforcing bars to pass.
29. All electrical bonding, grounding material (i.e. welding for cathodic protection / stray current complete).
30. Stainless Steel / Epoxy Coated / Galvanized deformed and/or plain bars and/or wire mesh.
31. Field bending of rebar other than by additive quote.
32. Reinforcing in topping slabs, lightweight slab, or insulating slabs (i.e. key deck mesh, etc.).
33. All site work, including but not limited to paving, sidewalks, site walls (CMU or C.I.P.), light pole bases and all storm drain items such as curb and gutter, catch basins, clean-outs, inlets, outlets, manholes, headwalls, collars, etc. unless specifically included in Scope of Work/Price.
34. Any "off site" work.
35. Reinforcing in metal stair pan treads and landings.
36. Tying reinforcing steel to waterstops.
37. Protection of exposed steel for future construction.
38. Reinforcing steel and/or additional labor required due to any type of shoring system. (Tie-backs, rakers, etc.)
39. Electrical duct bank encasement reinforcing.
40. Mock-up and/or test panel reinforcing steel.
41. Long term storage and protection of epoxy coated bars at the jobsite.
42. Cleaning of marks left on forms that transferred to the concrete.

**CONTRACTOR TO PROVIDE:**

**The following items are to be provided by Contractor, fully erected for use at all locations necessary without charge:**

1. Accurate & level grades / elevations.

2. Proper layout lines for all concrete elements such as footings, slabs, walls, columns, openings, depressions, masonry wall dowels, etc. Subcontractor will layout its own reinforcing steel and/or P.T. cables from the contractor provided lines.
3. Templates/starter walls constructed with sufficient accuracy to support any vertical reinforcing steel and/or dowels 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.
4. Full access to all working areas via ramps, ladders, etc. for material, equipment and manpower & 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 installed and/or hoisted/lowered. Ramps 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.
5. Sufficient staging area for prefabricating cages at the jobsite.
6. Full access to all areas of the project for at least one (1) Subcontractor Foreman's truck to provide supplies and accessories as needed for the project.
7. Adequate working CAL/OSHA approved heavy duty scaffolding / platforms and windscreens as required from which placing of reinforcing steel can be safely performed.
8. Adequate lighting, ventilation, electrical power, compressed air (120 PSI Min.), sanitary facilities & trash bins.
9. Parking for all Subcontractor employees within three (3) standard blocks of the jobsite. If Contractor does not provide this parking, Contractor will pay extra to Subcontractor for all parking related costs including cost of vehicle parking fees, cost of shuttle services and travel time costs while Subcontractor employees are in transit unless specifically included in Scope of Work / Price or by additive quote.
10. All necessary field dimensions so that the material can be detailed correctly. Subcontractor shall not take any responsibility for any dimensions not shown on the drawings or those provided by others. These dimensions must be provided to Subcontractor a minimum of three (3) weeks prior to delivery and six (6) weeks if submittals and/or special materials are required.

### **TERMS & CONDITIONS**

*(The following provisions are a condition of Subcontractor's Bid Proposal)*

**ORDER OF PRECEDENCE** – The order of precedence in interpreting the agreement between Contractor and Subcontractor is 1) Addendum(s) to Subcontract; 2) Subcontract; 3) Prime Contract.

**CREDIT** – The final Subcontract and payment terms shall be subject to the approval of Subcontractor's credit department.

**PROGRESS PAYMENTS** – Contractor shall pay Subcontractor within 60 days of receipt of Subcontractor's invoice or 10 days of receipt from Contractor's Customer, whichever occurs first.

**CHANGE ORDERS** – Subcontractor will submit Notice of Cost and/or Schedule Impact within 7 working days of receipt of notice of change. Change Order Proposals will be submitted within a reasonable time thereafter depending on magnitude of change. Subcontractor shall not waive its right to properly performed change order work conducted pursuant to the written direction of Contractor. If any completed change orders remain unapproved for more than 90 days from the date of submission by Subcontractor, Contractor will meet in person with Subcontractor to resolve the unapproved change order, and Contractor will arrange for the attendance of any other parties reasonably necessary to resolve the unapproved change order.

**RETENTION** – Contractor shall pay Subcontractor retention within 60 days of Contractor's final retention billing date or 10 days from receipt of retention from Contractor's Customer, whichever occurs first. Contractor shall not withhold more retention from Subcontractor than the amount withheld by Contractor's Customer. Contractor agrees to use its best efforts to reduce any retention due Subcontractor upon substantial completion of Subcontractor's work; this includes arranging in-person meetings with Contractor's Customer and Owner.

**F.O.B.** – No retention shall be withheld on FOB and/or tied and stockpiled material. Payment shall NET 30 from Subcontractor's billing.

**OWNER NEGOTIATIONS** – In the event of any offer under a cost reduction incentive provision of the General Contract and/or change order negotiations, Contractor shall offer Subcontractor the right to participate fully in all negotiations relevant to Subcontractor's work. Contractor shall protect Subcontractor's interest and shall keep Subcontractor fully apprised of all offers, which may affect the value of Subcontractor's work.

**NO WAIVERS** – No provision of the subcontract shall serve to void Subcontractor's entitlement to payment for properly performed contract or change order work or to void Subcontractor's right to file a lien, stop notice and/or claim on its behalf.

**SET-OFF** – Neither party shall set-off beyond this subcontract.

**TERMINATION** – Contractor shall be liable to Subcontractor for damages, including lost profits, if Contractor either wrongfully terminates Subcontractor or terminates Subcontractor for convenience.

**PROTECTION OF WORK** – Subcontractor shall not be liable for repair of any damage to Subcontractor's work caused by others outside the control of Subcontractor, regardless of when such damage occurs.

**WARRANTY** – Subcontractor warrants the materials and workmanship of its work for a period of one year from substantial completion of such work, and EXCLUDES ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF MERCHANTABILITY AND/OR FITNESS FOR A PARTICULAR PURPOSE. Subcontractor's warranty does not extend to any work that has been misused, abused, modified, improperly or insufficiently maintained; to defects caused by normal wear and tear under normal

usage.

**INDEMNIFICATION** – Subcontractor shall only indemnify, hold harmless, and defend Contractor and Contractor’s Customer against all claims for bodily injury and property damage (as defined by Commercial General Liability policy – standard ISO Form CG 00 01) to the extent attributable to the negligent acts or omissions of Subcontractor. Subcontractor’s indemnification obligations shall not extend to any design professionals for design related work for their professional services or for defects in designs furnished by such persons.

**INSURANCE** – Subcontractor will provide: 1) Worker’s Compensation: statutory. 2) Employer’s Liability \$1m limits. 3) Auto: standard “any auto”, \$3m each accident. 4) Commercial General Liability: standard (ISO Form CG 00 01) including, \$1m each occurrence, \$0 med pay, \$1m personal and advertising, \$5m general aggregate, \$5m products/completed operations aggregate (2 years max. coverage). 4) Excess/Umbrella: follow form to satisfy limits where subcontract dollar amount justifies increase in limits. If CGL Additional Insured Endorsement required, it shall be Subcontractor’s standard form or CG 20 10 07 04 and CG 20 37 07 04 if specifically required by subcontract. Subcontractor will not provide insurance coverage for any design professionals for their professional services or for defects in designs furnished by such persons but will provide a general liability CG 20 32 07 04 Additional Insured Endorsement form for design professionals if required by subcontract. Subcontractor cannot guarantee exact policy coverage’s upon annual renewals but will attempt to provide equal to or greater policy coverage’s. Subcontractor will not provide the following insurance: Railroad Protective Liability, Builder’s Risk, Owners and Contractors Protective Liability, Installation Floater, Architects & Engineers Professional Liability or Pollution Liability. Subcontractor will not provide certificates of insurance with amended cancellation notices.

**TIME / SCHEDULE** – Subcontractor shall be provided a mutually agreed upon construction schedule which provides a reasonable amount of time in which to make delivery of submittals, materials and/or labor so as to commence and complete the performance of the Subcontract.

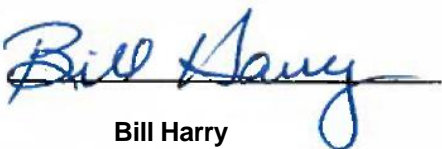
**PERFORMANCE OF THE WORK** – Field labor called for under the subcontract shall be performed during Subcontractor’s regular working hours, eight hours per day, five days a week (all Union Holidays are observed) unless stipulated otherwise in Subcontractor’s Bid Proposal. All work performed outside of such hours shall be charged at the applicable prevailing wage rates for Subcontractor’s work force for overtime, weekend, or holiday work. However, should Subcontractor be behind the mutually agreed to construction schedule, due to Subcontractor’s own fault or failure to perform in accordance with such schedule, then all overtime/premium time required to regain the construction schedule shall be paid for by Subcontractor.

**DAMAGES** – 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 the amount paid by the Contractor for unexcused delays to the extent actually caused by Subcontractor. In no event shall liquidated damages exceed 10% of the original subcontract dollar amount. Subcontractor will not be liable for consequential damages.

Accepted this \_\_\_\_ day of \_\_\_\_\_ 2015

CMC Rebar

Contractor:

By: 

By: \_\_\_\_\_

Its: **Bill Harry**  
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