

STATE OF CALIFORNIA - DEPARTMENT OF TRANSPORTATION

SMALL BUSINESS ENTERPRISE - COMMITMENT

OCR-SBE 01 (REV 01/2024)

RECEIVED

CONTRACT NUMBER 01 461704 BID AM		BID AMOUNT	AMOUNT BID			ID OPENING DATE		
	01-461704 \$1,		179,83	79,836.00		5/8/25		1
	Mercer-Fraser Comp	any				LULJ	DRI I	
SMALL BUS	NESS BIDDER CERTIFICATION I	NUMBER			MV	lot applicable	NSTRUCT	101
CONTRACT SBE PARTICIPATION GOAL REQUIREMENT			5 %	TOTAL NUMBER OF ALL SUBCONTRACTS CONT 2 ACT			TZACT A	EAF
SBE PARTIC	IPATION GOAL REQUIREMENT	COMMITMENT	7 %	TOTAL AMOUNT OF	ALL SUBCO	NTRACTS	\$442,389.00	
	SBE PARTICIPA	TION GOAL RI	EQUIRI	EMENT COMMIT	MENTS			
Bid Item Number	ltem of Work ^{1,2}				Percentage of Bid Amount	Amount ³ (\$)		
24, Partial	BIDITEM DESCRIPTION Buil	lding Work				3.59	\$42,389.00	
	SMALL BUSINESS NAME Me	rz Bros. Const	ruction	Inc				
	DESCRIPTION OF WORK, SERV							
	Concrete Foundation & Slab							
		1000						
	Building Work					3.49	\$41,189.06	
24 Dortini	SMALL BUSINESS NAME First Vanguard Rentals & Sales Inc.					0.10		
24, Partial	DESCRIPTION OF WORK, SERVICES, OR MATERIALS							
	Services, St. III. Landes							
	Supply Bladder Tank &	HDPE Water	Tank					
	BIDITEM DESCRIPTION							
	ELECTRICAL VALUE (1987) CONTROL PRODUCTION CONTROL CON							
	SMALL BUSINESS NAME							
	DESCRIPTION OF WORK, SERVICES, OR MATERIALS							
	BID ITEM DESCRIPTION							
	SMALL BUSINESS NAME							
	DESCRIPTION OF WORK, SERV	ICES, OR MATER	NALS					
TOTAL CO	MMITMENT FOR SBE PARTIC	IPATION GOAL RE	OUIREN	MENT \$		7.08	\$83,578.06	
1		and the second second second		SATURDAY AND A STATE OF THE SATURATION OF THE SA		7.00	400,076.00	

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¹The names of the 1st tier small business subcontractors and items of work must be consistent with the Subcontractor List (Pub Cont Code § 4100 et seq.).

²If 100% of an item is not to be performed or furnished by the small business, describe the portion of the item to be performed or furnished.

³Attach written confirmation and quotes from each small business shown stating that it will be participating in the contract to perform the specific work shown for the specific amount agreed to.

SMALL BUSINESS ENTERPRISE - COMMITMENT OCR-SBE 01 (REV 01/2024)

CONTRACT NUMBER	BIDAMOUNT		BID OPENING DATE		
01-461704	\$	1,179,836.00	5/8/25		
BIDDER NAME					
Mercer-Fras	er Company				
	SMALL BUSINESS EN	NTERPRISE INFORI	MATION		
SMALL BUSINESS NAME	A CONTRACT OF THE PROPERTY OF	SMALL BUSINES	S CERTIFICATION NUMBER		
Merz Bros. Construction	inc.	2009105			
SMALL BUSINESS ADDRESS			REPRESENTATIVE NAME		
369 3rd St. Ste. B #506		Jake Merz			
San Rafael, CA 94901		SMALL BUSINESS PHONE NUMBER (415) 895-5416			
		SMALL BUSINES: jake@merz	SEMAIL ADDRESS bros.com		
SMALL BUSINESS NAME First Vanguard Rentals &	& Sales Inc.	SMALL BUSINES 1769627	S CERTIFICATION NUMBER		
SMALL BUSINESS ADDRESS			S REPRESENTITAIVE NAME		
1229 Western St #2			Kiley Olson		
Fairfield, CA 94533		SMALL BUSINESS PHONE NUMBER			
		(707) 673-2	165		
		kiley@1stvg	S EMAIL ADDRESS		
SMALL BUSINESS NAME			S CERTIFICATION NUMBER		
		OWALE BOOMES	S CERTIFICATION NOMBER		
SMALL BUSINESS ADDRESS		SMALL BUSINES	S REPRESENTIATIVE NAME		
		SMALL BUSINESS PHONE NUMBER			
		SMALL BUSINESS	S EMAIL ADDRESS		
BIDDER'S SBE P	ARTICIPATION GOAL	REQUIREMENT CE	ERTIFICATION		
the small businesses shown	on this form to meet the o the contract requirements	ontract's SBE participa s will be Commercially	entract, the bidder is committed to use ation goal requirement. The work to Useful Function (CUF) compliant in ivision (d)(4).		
I certify under penalty of per	jury that the foregoing is	true and correct.			
BIDDER'S AUTHORIZED REPRES	ENTATIVE SIGNATURE	BIDDER'S AUTHOR	IZED REPRESENTATIVE PRINTED NAME		

assu Coppu Cassie Coppini CONTACT PERSON NAME 5/13/25 Mark Benzinger EMAIL ADDRESS CONTACT PERSON PHONE NUMBER CONTACT PERSON mbenzinger@mercerfraser.com (707) 443-6371

Attachments: Small Business Enterprise - Confirmation (OCR-SBE-02) form from each small business shown. ☐ Small Business Enterprise - Confirmation (OCR-SBE-02) form from each small business

☐ shown. Quote from each small business shown.

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SMALL BUSINESS ENTERPRISE - CONFIRMATION

OCR-SBE 02 (REV01/2024)

CONTRACT	NUMBER			I DATE			
01-46170				5/12/2	25		
NAME OF SMALL BUSINESS				SMALL BUSINESS CERTIF			
Merz Bros. Construction Inc.					CATIONNOMBER		
NAME OF ST	MALL BUSINESS R	SPRESENTATIVE		200 1100			
Jake Mei							
NAME OF BI	DDER		NAME OF BIDDER RE	EPRESENTATIVE			
Mercer-Fraser Company Mark Benzinger							
	SI	IALL BUSINESS ENTERPR	ISE CONFIRMATION	ON			
Bid Item	Itom of Market						
Number	BID ITEM DESCRI	Remor Work.					
24. Partial	BIDTI ENI DESCRI	Building Work			\$42,389.00		
Z i, i ditidi	DESCRIPTION OF WORK, SERVICES, OR MATERIALS TO BE PROVIDED						
	Concrete Fou	ndation & Slab					
	BID ITEM DESCRI	PTION					
	DESCRIPTION OF WORK, SERVICES, OR MATERIALS TO BE PROVIDED						
	DESCRIPTION OF	WORK, SERVICES, OR MATERIALS	TO BE PROVIDED				
	BIDITEM DESCRI	PTION					
SISTIEM DECOMPTION							
DESCRIPTION OF WORK, SERVICES, OR MATERIALS TO BE PROVIDED							
				TOTAL \$	\$42,389.00		
11f 100% of ar	item is not to be pe	formed or furnished by the SBE, descri	ibe the portion of the item	to be performed or furnished.			
					7		
	SI	MALL BUSINESS ENTERP	RISE CERTIFICA	TION			
As an authori	zed representative	of a certified small business. Loonfir	m that my business was	contacted by the hidder at an	n above		
regarding the	contract shown abo	ove. If the bidder is awarded the con-	tract my husinges will a	inter into a contractual agreem	a mark could be the a		
bidder or prime contractor to perform the type and dollar amount of work shown on the Small Business Enterprise - Commitment form. The work to be performed in fulfillment of the contract requirements will be Commercially Useful Function (CUF) compilant in							
accordance w	ith the requirement	s in Government Code section 1483	7, subdivision (d)(4)	start arietion (COF) compilant	.111		
I certify unde	penalty of perjury	that the foregoing is true and cor	rect				
4							
SIGNATURE OF	IGNATURE OF SMALL BUSINESS AUTHORIZED REPRESENTATIVE PRINTED NAME OF SMALL BUSINESS AUTHORIZED REPRESENTATIVE						
John merz			John Merz	DOGINEOS AO I HORIZED	INCERCOENTATIVE		
TITLE OF SMA	ALL BUSINESS ALI	HORIZED REDRESENTATIVE		I DATE			
TITLE OF SMALL BUSINESS AUTHORIZED REPRESENTATIVE President				5/12/2	5		

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General Terms and Conditions:

- Merz Bros. Construction Inc. requires a written contract, purchase order or signed quote prior to the start of work. Any testing, engineering, permits, licenses, or applications, and the like to be provided by others.
- 2. Merz Bros. Construction Inc. work is bid as a linear schedule, non concurrent. GC shall endorse MBCI daily log of work performed.
- 3. Merz Bros. Construction Inc. reserves the right to size pours as practical for crewsize. Pours based on favorable weather conditions.
- 4. All contracts must be written to our legal corporate name "Merz Bros. ConstructionInc."
- 5. Prices are based on Plans and Specifications available at time of bid, Any request for work (post bid) under conditions differing from those represented by the Prime Contract Documents, including but not limited to; altered phasing or staging, design changes, modified layout resulting from plan errors or inaccurate designs, will require payment for additional work to be made to Merz Bros. Construction Inc. at an amount agreed upon prior to performing this work. If an amount cannot be agreed upon prior to performing the additional work the amount will be determined using Caltrans Force Account Rates or unit prices established in the bid pricing schedule, or a combination thereof; whichever method results in a higher overall payment.
- 6. Merz Bros. Construction Inc. is not responsible for delays caused by and or resulting from activities or non-activities of others, including but not limited to owner, contractor, vendor, suppliers, other subcontractors and other factors not in direct control of Merz Bros. ConstructionInc. Delayed work shall be invoiced according to daily labor rates.
- 7. Concrete cracking and shrinkage are inherent to concrete construction. Merz Bros. Construction Inc. cannot be held liable to replace or repair any cracks in our concrete work.
- 8. Merz Bros. Construction Inc. will not agree to "Pay when Paid" terms with no clear and defined payment within "reasonable time".
- 9. 1.5% daily interest late charge for delinquent past due payments as set forth by our contract.
- Retention to be 5% maximum on all projects. Full retention to be released no later then thirty (30) days after completion of Merz Bros.
 Construction Inc. work. No bonding included.
- 11. Survey staking provided by GC is to be 5 ft. offset from back of walk for sidewalks and monolithic pours OR face of curb for stand alone/separated curbs. All staking of curbs, gutters, walks, with 25 ft. in between distances on straight runs, and all staking of angle points, radius stakes, all staking for curbs given T.O.C. and F.O.C. elevations; engineering of job by others.
- 12. Merz Bros. Construction Inc. reserves the right to a fair and neutral subcontract agreement; mutually agreed upon schedule; timely payment for all work done according to CA prompt payment laws and indemnification for damage by others.
- Merz Bros. Construction Inc. to be provided two (2) sets of construction plans and specs at no charge. (add additional \$500.00 to base bid if not provided).
- 14. This proposal is to be an attachment to any "authorization to proceed" and/or subcontract agreement as an "exhibit" or "amendment".
- Merz Bros. Construction Inc. will not opt out or sign away its rights under CA Business and Professions Code 7107 and 7108.5.
- 16. Job is bid with a normal 5-day M-F workweek and 8 Hour 7am-3:30pm workday. Prime Contractor scheduled overtime is to be paid by Prime Contractor and will be charged at applicable time and time and a half rates or double time rates.
- 17. This job is based on 1 move-in. Add \$850 for each additional move-in.
- 18. The scope of work is essentially limited to cast-in-place concrete work for the items listed in this proposal. No "breaking out" of items without approval from MBCI. Work bid non concurrent. Single foundation order.
- 19. Clean site water to be provided by general contractor at no cost to MBCI.
- 20. Merz Bros. Construction Inc. must receive a letter of intent to award us the subcontract no later than thirty (30) calendar days after bid date or this subcontract quotation becomes null andvoid.
- 21. Merz Bros. Construction Inc. shall not be obliged to indemnify Owner, Contractor or Design Team for claims directly resulting from the active, passive, or willful misconduct of indemnified parties; or for the defects in design furnished by such persons; or to the extent the claims do not arise out of the scope of work of the subcontractor pursuant to this agreement. Allocation of all damages, awards, and attorney fees shall be the responsibility to pay of the party at fault for any defect claim or judgement
- 22. Insurance qualifications. General liability \$1Mil. Personal Injury \$1Mil.General Aggregate \$2Mil. Policy applies to ongoing operations performed by Merz Bros. Construction Inc. on or after the effective date of this contract. Coverage for this endorsement is only for liability arising out of or relating to Merz Bros. Construction Inc. negligence and only for bodily injury or property damage caused by an occurrence under coverage shown, not otherwise excluded in the policy to which this endorsement applies. Excludes Builders Risk Insurance and Railroad Insurance. (If applicable) Merz Bros. Construction Inc. will indemnify per Senate Bill 474 if it relates to our cause of actions only. Allocation of damages, awards, and attorney fees shall be the responsibility of the party at fault for any defect, claim or judgement. Merz Bros. Construction Inc. will not be responsible for any defects caused by the GC or other. Additional insurance requirements shall be at the cost of the General Contractor.

		on Inc. will not be responsible for any defect t of the General Contractor				
23.	Finished concrete surfaces shall comply with ACI.30-16 specifications for tolerance.					
I he	nereby accept all terms and conditions of this	proposal. This proposal will be incorporated	into all contract agreements.			
Prin	int Name	Title:	Date:			
Sign	gned:					

STATE OF CALIFORNIA - DEPARTMENT OF TRANSPORTATION

PAGE 1 OF 2

SMALL BUSINESS ENTERPRISE - CONFIRMATION

OCR-SBE 02 (REV01/2024)

01-46170				DATE	75		
2,500 100 100 100 100 100 100 100 100 100	MALL BUSINESS			5/13/2 SMALL BUSINESS CERTIF			
First Vanguard Rentals & Sales Inc.					ICATION NUMBER		
NAME OF SI	MALL BUSINESS RE	SPRESENTATIVE		1709027			
Kiley Ols							
NAME OF BIDDER Mercer-Fraser Company NAME OF BIDDER REPRESENTATIVE Mark Benzinger							
WEIGEI-I	A contract of the contract of	IALL BUGINESS ENTERDE	Mark Benzinger				
	SIV	IALL BUSINESS ENTERPRI	SE CONFIRMATIO	N			
Bid Item Number		ltem of	Amount (\$)				
24. Partial	BID ITEM DESCRI	The state of the s	lding Work		\$41,189.06		
24, 1 ailiai	DESCRIPTION OF V	WORK, SERVICES, OR MATERIALS					
	Supply Bladder Tank & HDPE Water Tank						
all source of the same of the same	BID ITEM DESCRI	PTION					
	DESCRIPTION OF V	MORK SERVICES OF MATERIALS	TO BE DROVIDED				
DESCRIPTION OF WORK, SERVICES, OR MATERIALS TO BE PROVIDED							
	BID ITEM DESCRI	PTION					
	BIDTIEM DESCRIPTION						
DESCRIPTION OF WORK, SERVICES, OR MATERIALS TO BE PROVIDED							
				TOTAL \$	\$41,189.06		
11f 100% of a	item is not to be per	formed or furnished by the SBE, descr	ibe the portion of the item	to be performed or furnished.			
					Mark Committee of the C		
SMALL BUSINESS ENTERPRISE CERTIFICATION							
As an authori		of a certified small business, I confir			un abaua		
regarding the	contract shown abo	ive. If the bidder is awarded the con	tract my husiness will e	nter into a contractual agreer	ment with the		
bidder or prime contractor to perform the type and dollar amount of work shown on the Small Business Enterprise - Commitment form. The work to be performed in fulfillment of the contract requirements will be Commercially Useful Function (CUF) compliant in							
accordance v	ith the requirement	s in Government Code section 1483	7, subdivision (d)(4).	iui Function (COF) compilani	in		
I certify under penalty of perjury that the foregoing is true and correct.							
Y STEELEN WE IN SHOULD IN THE STATE OF THE S							
SIGNATURE OF	GIGNATURE OF SMALL BUSINESS AUTHORIZED REPRESENTATIVE PRINTED NAME OF SMALL BUSINESS AUTHORIZED REPRESENTATIVE						
			Kiley Ols		JACO REGENTATIVE		
TITLE OF SM	ALL BUSINESS ALIT	Aon HORIZED REPRESENTATIVE	rey ors	I DATE			
Estima		NO MELDINE NEGENTATIVE			2025		
				5/13/	2025		

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