

Low Bidder

STATE OF CALIFORNIA • DEPARTMENT OF TRANSPORTATION
CERTIFIED DVBE SUMMARY
 DES-OE-0102.5 (REV 3/2008)

05-22-15 A10:35 IN

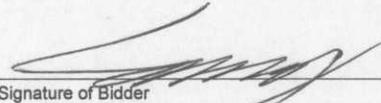
DISTRICT-COUNTY-ROUTE: 01 - Humboldt - 36, 96, 101, 254
 CONTRACT NO.: 01-OE2104
 TOTAL BID: \$ 702, 877. 70
 BID OPENING DATE: 5-21-15
 BIDDER'S NAME: Myers and Sons Construction, LP
 DVBE PRIME CONTRACTOR CERTIFICATION ¹ _____

Bid Item Number	Description of Work to Be Subcontracted to DVBE or Materials to Be Supplied by DVBE ²	For Caltrans Only	DVBE (Name, Telephone No., and Certification No.)	\$ Amount
1, 9, 11, 12, 32-39	LCP, Remove/Place Striping and Markers		Mallard Construction Inc. 714-785-5394 #1748928	\$59,445. ⁰⁰
Names of first tier DVBE subcontractors and their items of work listed must be consistent with the names and items of work in the Subcontractor List (Pub Cont Code § 4100 et seq.) submitted with the bid. Identify second and lower tier subcontractors on this form.			Total Claimed Participation	\$59,445. ⁰⁰ 8.45 %

- DVBE prime contractors must enter their DVBE reference number or their DBA name as listed with Department of General Services (DVBE prime contractors are credited with 100 percent DVBE participation and need not complete the above table).
- If 100% of an item is not performed or supplied by the DVBEs, describe the exact part, including the planned location of work to be performed, of item to be performed or supplied by DVBE.

Submit to:

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

 5/21/15
 Signature of Bidder Date

(916) 283-9950

(Area Code) Telephone Number

Joe Goehring
 Contact Person (Type or Print)



MALLARD CONSTRUCTION INC.

A DVBE UNION CONTRACTOR - Laborers Local # 1184

a SB/DVBE/SDVOSE Company DGS CERT # 1748928 CSLB # 826607 LIC CLASS B, C-31, C-32, D-06, D-38, D-42, D-64

638 W. Southern Ave. Orange CA. 92865
Ph. (714) 785-5394 Fax (714) 974-1753
E-MAIL: GARY@MALLARDINC.COM

Quote No: GR-1405

Agency: Caltrans

Addenda Noted: 1 is noted

Project: Contract - 01-0E2104 - Bridge Deck Repair

DIR Number: 1000007027

Estimator: Gary Rivers

Bid Date: 5/21/2015

Email Address: gary@mallardinc.com

Cell Phone 714-785-5394

Item	Item Description	Quantity	Unit	Unit Price	Extended Price
1	Lead Compliance Plan (For Yellow Removals Only)	1	LS	\$ 1,500.00	\$ 1,500.00
9	Remove Yellow Thermoplastic Traffic Stripe	730	LF	\$ 10.00	\$ 7,300.00
11	Remove Thermoplastic Traffic Stripe	6,540	LF	\$ 2.00	\$ 13,080.00
12	Remove Pavement Marker	190	EA	\$ 3.00	\$ 570.00
32	4" Thermoplastic Traffic Stripe	6,420	LF	\$ 1.75	\$ 11,235.00
33	6" Thermoplastic Traffic Stripe	550	LF	\$ 2.00	\$ 1,100.00
34	Thermoplastic Pavement Marker	25	SF	\$ 100.00	\$ 2,500.00
35	4" Thermoplastic Traffic Stripe (Broken 36-12)	1,700	LF	\$ 1.25	\$ 2,125.00
36	4" Thermoplastic Traffic Stripe (Broken 17-7)	380	LF	\$ 1.25	\$ 475.00
37	Pavement Marker (Nonreflective)	80	EA	\$ 5.00	\$ 400.00
38	Pavement Marker (Retroreflective)	76	EA	\$ 10.00	\$ 760.00
39	Pavement Marker (Retroreflective-Recessed)	68	EA	\$ 50.00	\$ 3,400.00
40	Mobilization	1	LS	\$ 15,000.00	\$ 15,000.00
	Excludes Traffic Control for Mallard Construction. A Total of six shifts will be required to complete the above stated line items				\$ -
					\$ -
					\$ -
					\$ -
					\$ -
BID TOTAL:					\$ 59,445.00

Project Terms & Conditions:

- A. A minimum of 15 working days prior notification is required for each move-in. Mallard Const. will not be impacted by Liquidated Damages assessed by the Contractor / Agency due to an inadequate amount of time to completed Mallard Construction Operations.
- B. The following materials and services are included in this quote: Thermoplastic [Yes], Paint [No], Markers [Yes], Traffic Signs-Striping Plans Only [No], Mast Arm Signs - To be Supplied Only [No], Thermo/ Paint removal [Yes], Marker removal [Yes], Temporary striping [No], Temp tab removal [No], Post "No Parking" Signs [No], Curb Painting [No], Channelizers [No]
- C. [1] Total move-ins included in this quote for permanent striping. Additional move in charge. \$6,950.00
[1] Total move-ins included in this quote for Striping Removals. Additional move in charge. \$6,950.00
- D. No Traffic control is included in this quote. Traffic control when included in this quote is only for Mallard Const. Operations.
- E. If General Contractor or any of its sub-contractors work within Mallard Const. traffic control, the expense will be shared accordingly at Mallard Const. discretion. No advance posting, signing, or CMS is included for Mallard Const. traffic control.
- F. Prime Contractor to provide us with a JOBSITE secure area for temporary storage of all hazardous stripe removal debris.
- G. Prime Contractor to provide disposal area & dispose of all non-hazardous stripe & marker debris. Disposal area to be on site.
- H. Pre-striping pavement preparation, including sweeping, concrete curing material removal are to be provided by others.
- I. If Bonding is required Please add 3% to the total bid price. A minimum price of \$ 400.00 will be required for all bonds.
- L. Contractor is responsible for markings of all sign & post installations. It's Contractor's responsibility to install & remove USA Markings.

Payment Terms:

Contractor to provide monthly progress payments for all completed work in accordance with the bid pricing schedule. Monthly payments must be received in full by Mallard Const. no later than 10 calendar days after the Contractor receives payment from Owner for our completed work. Delinquent payments will be subject to the highest interest rate allowed by law.

Retainage percentage on monthly progress payments to be no greater than the percentage retained by the Owner on its payments to the Contractor. If Owner reduces the retainage percentages on payments to the Contractor, the Contractor shall likewise reduce the retainage percentage on payments to Mallard Const. Full retention to be released no later than thirty (30) days after completion of Mallard Const. work. Excessive or delinquent retainage will be subject to the highest interest rate allowed by law.

General Terms & Conditions

NOTE: All contracts must be written to our legal corporate name "Mallard Construction, Inc."

Mallard Const. requires a written contract, purchase order or signed quote prior to the start of work.

Any required Testing, Engineering, Design, Permits, Licenses or Applications, and the like to be provided by others.

Prices are based on Plans & Specifications available at bid time, including all addenda. 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 Mallard Const. 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.

Mallard Const. is not responsible for delays caused by and or resulting from activities or non activities of others, including but not limited to, owner, contractor, vendors, suppliers, other subcontractors and other factors not in direct control of Mallard Const. For the delays caused by the aforementioned, Mallard Const. will be reimbursed for all direct and indirect costs plus a mark up of forty percent (40%), or as specified and allowed by the Prime Contract if the delays are caused by the Owner / Agency. Mallard Const. will be granted an extension of time to perform its work tantamount to the delays.

Price Includes General Liability Insurance coverage up to Two Million Dollars, Auto Liability up to One Million Dollars, and Umbrella Liability up to Five Million Dollars. Bid Price does not include cost for insurance requirement beyond that requirement. Price does not include any special insurance requirement (i.e. Railroad Insurance, etc). An additional cost will be required for this type of policy.

Mallard Const. requires fifteen (15) working days notice prior to commencement of any production activity. If any of Mallard Const. work will be a controlling operation on the critical path of this project, Mallard Const. must be notified in writing prior to execution of the Subcontract Agreement and provided with a CPM schedule which details this work. Failure to provide this information will waive the Contractor's right to recover liquidated damages from Mallard Const. for this work.

All changes to the original scope of work or proposed extra work must be directed by the Contractor in writing prior to Mallard Const. performing this work.

For the purpose of this Subcontract Quotation one (1) move-in is considered to be: a period of consecutive eight (8) hour days of continuous work, not including weekends and holidays. Any discontinuities in this period, other than weekends and holidays, or for our own convenience, will be charged as an additional move-in at the Addition Move-in Charge as quoted herein.

Mallard Const. must receive a letter of intent to award us the subcontract no later than (30) calendar days after bid date or this Subcontract Quotation becomes null and void. Also, This quote shall become a part of any and all subcontract agreements and / or purchases orders related to the project. Violation of this action can nullify this proposal.

Submitted by: Gary Rivers, Estimating Manager
Cell Phone 714-785-5394, Fax Number 714-974-1753

I hereby accept all terms and conditions of this proposal and that this proposal will be incorporated into all contract agreements

Signature: _____ Print Name: _____
Company: _____ Position: _____

05-22-15 10:35 IN Low Bidder

STATE OF CALIFORNIA • DEPARTMENT OF TRANSPORTATION

CERTIFIED SMALL BUSINESS LISTING FOR THE NON-SMALL BUSINESS PREFERENCE

DES-OE-0102.8 (REV 2/2011)

BIDDER NAME Myers and Sons Construction, LP

CONTRACT NO. 01 - 0E2104

List the description of work, name, telephone number, certification number, and dollar amount of each certified small business who will be employed on this project. Failure to provide this information may be cause for denial of the non-small business subcontractor preference. Attach additional sheets if necessary.

Submit to:

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

Bid Item Number	Description of Work, Service, or Materials	Certified Small Business (Name, Telephone No., and Certification No.)	\$ Amount
1, 9, 11, 12, 32-39	LCP, Remove/Place Striping and Markers	Mallard Construction Inc. 714-785-5394 # 1748928	\$59,445. ⁰⁰
14, 24, 25	Cold Plane AC, HMA, Tack Coat	Darren Taylor Construction, Inc. 530-378-2211 # 54213	\$54,290. ⁰⁰
13, 23	Remove AC, Remove Chip Seal	ABSL Construction 510-727-0900 # 005270	\$49,322. ⁹⁰
19, 22	Furnish Polyester Concrete, Furnish Bridge Deck Treatment Material	Kwik Bond Polymers 866-434-1772 # 25239	\$97,348. ³²

Joe Goehring
Person to Contact (Please Type or Print)
(916) 283-9950
(Area Code) Telephone Number

Total Claimed Participation

\$ 260,406.²²

37.⁰⁵ % of Contract

Payment Terms:

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Price includes General Liability Insurance coverage up to Two Million Dollars, Auto Liability up to One Million Dollars, and Umbrella Liability up to Five Million Dollars. Bid Price does not include cost for insurance requirement beyond that requirement. Price does not include any special insurance requirement (i.e. Railroad Insurance, etc). An additional cost will be required for this type of policy.

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Mallard Const. must receive a letter of intent to award us the subcontract no later than (30) calendar days after bid date or this Subcontract Quotation becomes null and void. Also, This quote shall become a part of any and all subcontract agreements and / or purchases orders related to the project. Violation of this action can nullify this proposal.

Submitted by: Gary Rivers, Estimating Manager
Cell Phone 714-785-5394, Fax Number 714-974-1753

I hereby accept all terms and conditions of this proposal and that this proposal will be incorporated into all contract agreements

Signature: _____ Print Name: _____
Company: _____ Position: _____

DARREN TAYLOR CONSTRUCTION, Inc.

Paving – Asphalt Milling – Trucking Services

5750 Pleasant View Drive
Anderson, CA 96007

Contractor Lic No. 903262 A erti ie S all usness
Unions – Operators, Laborers

DIR# 1000005101

01-0E2104 **BID PROPOSAL**

Date	Project	Bid Date	Bld Time
05-21-2015	01-0E2104	5-19-2015	2:00 PM
Proposed To	Attention	Agency	Location
BIDDING CONTRACTOR	ESTIMATING DEPT.	CAL TRANS	HUMBOLDT CO. VARIOUS

Addendum No. 1 Acknowledged

Item No	Description	Unit	Qty.	Unit Price	Total
13	REMOVE ASPHALT CONCRETE SURFACING (SEE DAILY RENTAL SHEET MICRO DRUM BRIDGE DECK)	SF	468		
14	COLD PLAN ASPHALT CONCRETE PAVEMENT	SY	1070	\$12.00	\$12,840.00
24	HOT MIX ASPHALT (TYPE A)	TON	150	\$275.00	\$41,250.00
25	TACK COAT	TON	1	\$1,000.00	\$200.00
TOTAL PROPOSAL					\$54,290.00

SCOPE

ITEM 13 REMOVE ASPHALT CONCRETE SURFACING

Included: SEE DAILY RENTAL SHEETS

ITEM 14 COLD PLAN ASPHALT CONCRETE PAVEMENT

Included: Equipment, Labor, Mobilization, Off Haul Trucking, Sweep & Clean, Dump Site, Traffic Control

ITEM 24 HOT MIX ASPHALT (TYPE A)

Included: Equipment, Labor, Mobilization, Asphalt Mix, Trucking, Traffic Control, PCMB As Needed.

ITEM 25 TACK COAT

Included: Equipment, Labor, Mobilization, Material.

Schedule – 15 Day Notice Required

Exclusions – Erosion Control, Water Pollution Control Plan,

Accepted By: _____ Date _____

Respectfully Submitted,
Brom Barker
Project Manager
Darren Taylor Construction

DARREN TAYLOR CONSTRUCTION5750 Pleasant View Drive
Anderson, CA 96007**Paving – Asphalt Milling – Trucking Services**Contractor Lic No. 903262 A Certified Small Business No. 54213
Unions – Operators, Laborers**Rental Rates**

As Of January 1, 2015

Grinding / Milling Machines			
Machine	Operator (s)	Daily Rate	Overtime Rate (Per Hour)
Wirtgen 4'-0" Mill / Grinder 1900DG	2	\$3,000.00	\$450.00
Wirtgen 6'-0" Mill / Grinder W1900	2	\$3,400.00	\$520.00
Wirtgen 6'-6" Mill / Grinder 1900DG	2	\$3,400.00	\$520.00
Wirtgen 6'-6" Mill / Grinder W2000	2	\$3,200.00	\$520.00
Wirtgen 6'-6" Micro Drum	2	\$6,200.00	\$775.00
Wirtgen 6'-6" Micro Drum**	2	\$5,500.00	\$625.00

Charge Applies For Asphalt Removal From Bridge Deck** Charge Applies For Asphalt Removal From Roadway**FUEL CHARGE – An Additional Fuel Charge Of 5% May Apply At Time Work Is Done*

- 1) Daily Rate Includes Cutting Teeth (8 Hour Shift)
- 2) Mobilization Billed @ \$120.00 Per Hour Portal To Portal
- 3) Pilot Car Billed At \$90.00 Per Hour (If Required) All Mobilization Permits Billed On An As Needed Basis

WATER REQUIREMENTS: Milling/Grinding Operations Requires 425 gal. per hour +/- Contractor To Supply Water Source and Water Truck.

The grinding / planning process produces airborne and surface particulates, water runoff and mud. Grinding Machines have a decibel rating of 90 dba at 25', and the prime contractor acknowledges the scope of Darren Taylor Construction's work including changing the elevation of the existing roadway. By accepting this proposal, the contractor releases and agrees to hold Darren Taylor Construction harmless for claims or damages arising out of or related to these or other by products of its normal use.

EXCLUSIONS: Water Source, Clean Up, Handwork, Sweeping, Permits, Bonds, Off Haul Trucking, Areas The Machine Will Not Reach, Portland Cement Grinding, Cobbles.

Darren Taylor Construction accepts **NO** responsibility for notifying Underground Service Alert, locating pipes, utilities, monuments, property markers, concrete or metal valve boxes, manholes, any obstacle above or below the surface. Repair charges for damage to the machine or property will be the Prime Contractors responsibility. The grinding / planning machine will not be operated in rock or cobble conditions.

SCHEDULING: 10 Days Notice Projects may take longer than anticipated, schedule is subject to change.**PAYMENT:** Payment, in full due 30 days from invoice date**EXTRA / ADDITIONAL WORK:** Darren Taylor Construction, pursuant to this agreement, will perform extra work (subject to our prior approval) at Cal Trans rental / force account rates.**ADDITIONAL CHARGES:** Shifts lasting longer than 8 hours will have an additional charge of \$275.00 For Replacement Teeth. If an overnight stay is required, travel and or subsistence will be billed at \$150.00 Per Man Per Day.

Respectfully Submitted,

Brom Barker

Estimator

brom@darrentaylorconstruction.com

ABSL Construction

DIR Registration No. 100002818

29393 Pacific Street, Hayward, CA 94544
TE: (510) 727-0900 Fax: (510) 727-0912

Contractors License A 621781
SMBE & DBE Certification CT-005270

**Bid Quotation
AC Grinding**

Project Name: CA/DOT Bridge Deck Repair
Project Number: 01-0E2104
Bid Date: 05/20/2015
Location: Humboldt County, CA

BID --Grinding

Item 23: Remove Chip Seal

Quantity: 26,918 SF Unit Price: 0.95/SF Price: ~~\$25,572~~

1,55 41,722.90

This work to be completed in 2-3 day shifts.

This price includes grinding and trucking only. Contractor to provide dump site within 20 miles of job site.

Contractor to remove buttons, provide water, traffic control, temporary markings and all other items not specifically included.

ABSL will provide slurry disposal for an additional \$0.60/SF

Water to be supplied by contractor within 15 miles of job limits.

Exclusions: Bonding, Surveying, Testing, Traffic Control and other items not specifically included in this quote.

ABSL Construction**DIR Registration No. 100002818**29393 Pacific Street, Hayward, CA 94544
TE: (510) 727-0900 Fax: (510) 727-0912Contractors License A 621781
SMBE & DBE Certification CT-005270**Bid Quotation
AC Grinding**

Project Name: CA/DOT Bridge Deck Repair
Project Number: 01-0E2104
Bid Date: 05/21/2015
Location: Humboldt County, CA

BID – Cold Planing**Item 13: Remove Asphalt Concrete Surfacing****Quantity:** 468 SF**Lump Sum Price:** \$7,600 / 468 = \$16.²⁵

This price includes cut, load, initial sweep, haul and one mobilization.

This price is based on weekday work (Monday thru Friday).

Contractor to perform detail work in areas inaccessible with a cold planing machine.

ABSL Construction should be allowed to work a minimum of 8 hours per shift in a continuous operation.

ABSL Construction

29393 Pacific Street, Hayward, CA 94544
TE: (510) 727-0900 Fax: (510) 727-0912

Contractors License A 621781
MBE & DBE Certification CT-005270

Portland cement concrete grinding is excluded from this quotation unless specifically quoted.

Removal of Asphalt Concrete over gutter damages can't be guaranteed by ABSL.

ABSL Construction will cold plane as close as possible to existing manholes, water valves, and other obstructions in cutting plane. Handwork and placing temporary asphalt tapers around these objects or at pavement edge for safety requirements are excluded.

Contractor to post streets with "No Parking" signs prior to subcontractor's phase of work, provide water or water meter and provide traffic control during cold planing operation.

All areas to be ground shall be clearly marked by the general or the job inspector.

A minimum of two weeks notice is requested prior to move in.

Anything not specifically included in this price should be considered excluded.

ABSL Construction does not accept backcharges due to machine breakdown during operation above the machine's dally rental fee.

Back charges will only be based on the time the machine is broken and will reflect the cost of the equipment for that time. All others costs due to the equipment breakdown will not be charged to ABSL Construction.

All teeth over one complete set will be charge to the contractor.

ABSL does not accept force account rates or retention.

This quotation will be part of our contract or purchase order agreement and is valid till a new change of the rates.

If you have any questions regarding the above quote please call me at (510) 727-0900 or fax at (510) 727-0912.

Sincerely,

Daryl Vorne

ABSL Construction

29393 Pacific Street, Hayward, CA 94544
TE: (510) 727-0900 Fax: (510) 727-0912

Contractors License A 621781
SMBE & DBE Certification CT-005270

GRINDING JOB AGREEMENT

The prices set forth above are based on the following assumptions and are subject to change under conditions set forth below.

- 1) A minimum daily rate is any part of an 8 hour day and overtime will be charged for work done other than a regular weekday shift.
- 2) Modification to the work may require a change in the quote.
- 3) Unless otherwise indicated the unit prices are based on ABSL performing all the work included on the proposal. If ABSL does not receive a contract for all the work, the unit prices are subject to adjustment.
- 4) The unit prices are based on the estimated quantities in the bid proposal. If the quantity of the item changes by 25% or more the unit price is subject to equitable adjustment.
- 5) All teeth over one complete set will be charge to the contractor.
- 6) Prices are good for 30 days from the date of this proposal, after that date the prices are subject to adjustment.
- 7) In the event there is an increase in the cost of fuel of more than \$0.50 per gallon during the performance of this contract, ABSL will be entitled to a \$75.00 per day fuel surcharge. The base cost of fuel shall be established on the bid date of the contract by reference to the Weekly Retail On-Highway Diesel Prices for California, as published by the U.S. Department of Energy on its web site at www.tonto.eia.doe.gov/oog/info/wohdp/diesel.asp.
- 8) If ABSL cannot proceed with its work as scheduled due to others, standby time will be charged at the following rate: \$425.00 per hour.
- 9) Downtime for equipment becoming stuck in wet or muddy sub-grade conditions will be charged at a stand-by time rate until removed. Additional equipment required for removal will be charged at a time and materials basis.
- 10) This proposal to be attached and made part of any and all resulting contracts.
- 11) The above price does not include permits, fees, bonding, state or local taxes.
- 12) This is a proposal only for the purpose of establishing a price for work as outlined. In the event ABSL is the low bidder a formal contract or PO suitable to both parties shall be prepared and fully executed.
- 13) Repairs of damage to ABSL equipment due to unmarked or buried obstructions; i.e. valve boxes, manholes covers, concrete, steel fence posts, steel pipe or excessive depth asphalt will be billed at time and material for repairs.
- 14) Backcharges to ABSL must be communicated by contractor in a written notice within 72 hours from the time of occurrence for backcharges.
- 15) Unless otherwise agreed to in writing prior to start of work, payment is due and payable within 30 days of billing, and no retention to be withheld on payments.
- 16) All utilities within mill grade are to be located and marked by customer. It is the sole responsibility of the lessee or renter (customer) to follow the requirements of the regional notification center law pursuant to Article 2 (Commencing with Section 4216) of Chapter 3.1 of Division 5 of Title 1 of the California Government Code. Customer assumes sole responsibility for, and all subsequent liabilities coincident with following the requirements of the regional notification center law. Furthermore, customer agrees to be responsible for all damage to both utilities themselves and to our company's equipment by reason of ABSL equipment encountering unmarked utilities.
- 17) Items not specifically included are considered to be excluded. If you have any questions please call.

Thank You,

Daryl Vorne



Quotation

923 Teal Drive
 Benicia, CA 94510
 (866) 434-1772 (p)
 (707) 746-7981
 California Small Business # 25239
 randy@kwikbondpolymers.com

Quote # 15-1211
 Contract # 01-0E2104
 Bid Date 5/21/2015
 Start Date ????
 Terms net 30

Description	CF	CF Price	Total
PPC 1121 Drums & 2-ton SS	907	\$56.00	\$50,792.00
Estimated Freight			\$5,100.00
		Sub Total	\$55,892.00
Sales Tax 8.0%			\$4,063.36
		Total	\$59,955.36

Note: Add \$6.00/CF for materials shipped in 50# bags, if product is ordered in tankers and dropped at the job site, the demurrage fee is \$150/day plus a round trip "Bob Tail" charge of \$2.50/mile from tanker rental company to jobsite. PPC 1121 is sold by Volume. KBP has estimated the neat line quantity based on plan minimum thickness. Many projects will require more material than neat line quantities. Bidders are advised to include an appropriate escalation in their bid to account for waste. Sales Tax rate subject to change. Tech Service Fee - \$450/day plus all travel expenses- air, car, hotel, expenses based on actual cost.

Freight is an estimate only and based on full truck load releases of material. Freight rates are subject to change without notice based on availability & current market prices at time of delivery. Actual freight costs for shipping all material and associated demurrage, back haul, and fuel surcharges charges will be billed to contractor.

*** PPC 1121 is a composite system that requires all components be supplied by Kwik Bond Polymers. Use of any materials in the polyester concrete not approved by KBP will void any warranties and may result in product failure.

Inclusions: The amount of materials to produce average PPC unit weight of 135 lbs/cf and 12% resin content along with sufficient primer to meet spread rates according to special provisions or specifications. The estimate is developed on working temperatures of 70F. Colder temperatures may require additional accelerators and/or resin at an additional charge.

Lead Time: Contractors should allow maximum lead time, but not less than 5 weeks prior to delivery date.

Terms: Quotation is subject to Kwik Bond Polymers, LLC Standard Terms & Conditions in effect at the time of this quotation.

Delivery is subject to contractor being current on all obligations owed to Kwik Bond Polymers as of the date of requested delivery.

Quote must be signed and returned within 60 days of quote date

Prices are valid through 12-31-2015

Randy Slezak- Kwik Bond Polymers

Contractor Signature



Quotation

923 Teal Drive
Benicia, CA 94510
(866) 434-1772
(707) 746-7981
California Small Business # 25239
randy@kwikbondpolymers.com

Quote # 15-1212
Contract # 01-0E2104
Bld Date 5/21/2015
Start Date ????

Terms net 30

Description	Gallons	Unit Price	Total
High Molecular Weight Methacrylate Sealer			
KBP 204	800	\$40.00	\$32,000.00
Monomer - promoter - accelerator - initiator			
	Quantity	Unit Price	
Top Sand - 2800 # pallets	6	\$252.00	\$1,512.00
Estimated Freight			\$1,200.00
Sales Tax 8.0%			\$2,680.96
		Total	\$37,392.96

Note: The quoted price is based on shipping full totes or drums of KBP-204 KBP-103 / KBP Flex monomer with the appropriate initiators in standard sized containers. Store KBP 204 at <80 F and out of direct sunlight. Sales Tax rate subject to change. Freight rates are estimates only and may change. Tech Service Fee - \$450/day plus all travel expenses- air, car, hotel, meals expenses based on actual cost.

Freight is an estimate only and based on full truck load releases of material. Freight rates are subject to change without notice based on availability & current market prices at time of delivery. Actual freight costs for shipping all material and associated demurrage, back haul, and fuel surcharges charges will be billed to contractor.

Lead Time: Contractors should allow maximum lead time, but not less than 5 weeks prior to delivery date.

Terms: Quotation is subject to Kwik Bond Polymers, LLC Standard Terms & Conditions in effect at the time of this quotation.

Delivery is subject to contractor being current on all obligations owed to Kwik Bond Polymers on all projects as of the date of requested delivery.

Quote must be signed and returned within 60 days of quote date

Prices are valid through 12-31-2015

Randy Slezak - Kwik Bond Polymers

Contractor Signature



923 Teal Drive
Benicia, CA 94510
(866) 434-1772
(707) 746-7981 Fax

Standard Terms and Conditions of Sale

1. This quotation is subject to product availability. Kwik Bond Polymers, LLC is not responsible for material shortages not within its control.
2. This quotation will become a commitment by Kwik Bond Polymers, LLC only after receipt of written acceptance from the contractor accepting all the terms and conditions set forth as part of Kwik Bond's quotation. An estimated ship date is required as part of the quotation acceptance. A firm price will be quoted for a specified period of time. Otherwise, the attached quotation is good for 90 days only. Any shipments after the quoted firm protection period are subject to price escalations. For longer term projects, an estimated escalation percentage will be provided at bid time. Unless price guarantees are secured by written acceptance of a quotation, a letter of intent to accept quotation subject to award of contract, or Material Purchase Contract, prices quoted for any contract are subject to change without prior notification.
3. Mineral aggregates will be supplied in 1.5 or 2 ton super sacks. Aggregates are available in 50 lb bags at adjusted pricing unless specifically included in this quotation. Broadcast sand will be available in 50 lb bags. Pallets are non-refundable and become the property of the purchasing contractor. Due to liability limitations super sacks are not reusable and become the property of the Contractor. Super sacks and broadcast sand will include shrink-wrapping for full pallet quantities.
4. Large overlay projects requiring more than 10 truckloads of aggregates may require stockpiling of aggregates. Kwik Bond Polymers, LLC will invoice for materials-on-hand or a progress invoice for materials delivered to a project. Payment for stockpiled materials must be made according to these Standard Terms and Conditions.
5. Resin will be supplied in 496 lb drums or tank trucks. 3,000 lb totes may be available from time to time and are subject to additional fees. For drum shipments, the empty drums become the property of the contractor. For Tank Truck shipments, there is a \$150.00/day demurrage charge to Contractor for dropped trailers and a bobtail charge of \$2.50/mile to and from origination point to jobsite. For multiple tank truck shipments, an accurate schedule of deliveries is required at least 5 weeks prior to start of project or necessary transportation may be unavailable resulting in delays and/or additional expenses to Contractor.
6. The quantity quoted for any given project, is an estimated quantity and does not provide for any waste. Contractor should allow for approximately 5% waste from the trial slabs required, calibration of equipment, and buildup on equipment. Contractor will be invoiced for actual quantities ordered and delivered at the above unit prices regardless of whether the actual quantities delivered are within the quantities paid for by the project owner.
7. Kwik Bond Polymers, LLC is not responsible for unloading materials from delivery trucks at job sites. Please be sure to coordinate delivery schedules and unloading manpower. Contractor is responsible for any unloading delay fees.



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8. Terms of sale: Terms are 1% discount off invoice price, not including freight or sales tax, for payments received within 10 days of invoice date or full invoice price due in net 30 days. All materials must be paid for, in full, within 60 days of ship date regardless of Contractor receiving payment from the specifying agency. Any payments past 60 days, from date of ship date, will be charged a finance charge equal to 1.5% per month (18% per annum) of the outstanding balance from the ship date until payment is received. Kwik Bond Polymers, LLC is not subject to any "pay when paid" or "pay if paid" clause in Contractor's contract documents. No shipment will be made if there are outstanding balances owing to Kwik Bond Polymers, LLC on this or any other job which are past due, until all outstanding balances are brought current. Kwik Bond Polymers, LLC shall not be liable to Contractor for any consequential damages, liquidated damages, or penalties suffered by Contractor as a result of cessation of shipments hereunder.
9. Materials handling and Storage: Contractor is required to protect the aggregates from moisture contamination. The Contractor is also responsible for the safe storage of all materials supplied. Methacrylate monomer, Binder resin and catalysts must be stored in a cool, dry location. Temperature exposure must be less than 80° F. Drums and totes of material must be shaded from direct sunlight as well. Contractor shall make provisions to protect materials from high temperatures. Promoters/cobalts and peroxides are incompatible materials and must be stored away from each other. Contractor will arrange with Kwik Bond Polymers, LLC for a training meeting in the safe handling and application of high molecular weight methacrylate sealer materials prior to delivery.
10. Materials Return Policy: Mineral aggregates cannot, under any circumstances, be returned for credit. Other products in unopened containers as determined in the sole opinion of Kwik Bond Polymers, LLC, proven to be stored properly, and less than 6 months old, will be considered for return for credit but subject to a 50% restocking charge. Materials cancelled, after manufacturing, are subject to a 50% restocking charge even if not delivered to the project site. All return shipping and loading expenses are for the account of the Contractor.
11. Kwik Bond Polymers, LLC warrants that all products supplied pursuant to this quotation shall conform in all respects to the applicable specifications for this project as of the date of delivery to Contractor. Kwik Bond Polymers, LLC further warrants that provided Contractor follows all storage, handling, mixing and application instructions, the final product shall perform in accordance with the applicable specifications for this project. There are no other warranties, expressed or implied, including warranties of merchantability or fitness of use, except those set forth herein.
12. Kwik Bond's liability for failure of product shall be limited to replacement of any failed product or refund of the purchase price thereof, at Kwik Bond's option. Kwik Bond Polymers, LLC shall not be liable for damages, either direct or consequential, (including assessed penalties) arising out of any of the following:
 - 12.1 Contractor's equipment failure, unskilled workers, acts of God, bad weather or ambient conditions below minimums or above maximums, failure to follow instructions, failure to follow mix designs, deck temperatures that are too high or low.
 - 12.2 Delays to Contractor's performance of Contractor's contract due to circumstances beyond Kwik Bond's control including, but not limited to, delays in obtaining product approval, delays in placement of order by Contractor, unavailability of product or any component thereof.
 - 12.3 Defective product which is adjusted pursuant to Kwik Bond Polymers LLC's warranty as provided above.

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13. At all times during placing operations using these products, Contractor shall be prepared to implement appropriate remedial action, listed on product data sheets, or otherwise available to minimize damages and penalties which might result in the event of product failure or failure to set up within time requirements.
14. Contractor shall indemnify and hold Kwik Bond Polymers, LLC harmless from any liability for personal injury, property damage, contract damages, penalties, attorneys' fees, costs and litigation expenses arising out of Contractor's failure to follow Kwik Bond Polymers, LLC instructions regarding mix, design, application, storage and/or handling; failure to staff the job with qualified and trained personnel; failure of Contractor's equipment, or other cause enumerated in Section 12, above.
15. Materials and services supplied by Kwik Bond Polymers, LLC for this contract, are not subject to retention.
16. Kwik Bond Polymers, LLC may, at either its sole election, or as a result of a requirement of the agency having jurisdiction over the project, supply periodic visits by technical service advisers. Technical service advisers may survey the project conditions and provide suggestions to Contractor as to the use, storage, mixing and application of the Kwik Bond Polymers, LLC products sold hereunder. Technical service advisers' opinions are for information only. Contractor shall make all final decisions concerning use, storage, mixing and application of the Kwik Bond Polymers, LLC products, and Kwik Bond Polymers, LLC, and its technical service advisers shall have no liability for any opinions rendered while on the project. Kwik Bond Polymers, LLC technical service advisers do not control Contractor's work in completing the project, including the use of Kwik Bond Polymers, LLC's products.



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 or call 800-990-9339

MALLARD CONSTRUCTION INC - #1748928

Supplier Profile

Legal Business Name	MALLARD CONSTRUCTION INC		
Doing Business As	MALLARD CONSTRUCTION INC		
Address	1762 N. NEVILLE ST ORANGE, CA 92865	Phone	(760) 550-1645
		FAX	(714) 974-1753
Email			
Business Types	Construction Non-Manufacturer		
Service Areas	Alameda, Alpine, Amador, Butte, Calaveras, Colusa, Contra Costa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Imperial, Inyo, Kern, Kings, Lake, Lassen, Los Angeles, Madera, Marin, Mariposa, Mendocino, Merced, Modoc, Mono, Monterey, Napa, Nevada, Orange, Placer, Plumas, Riverside, Sacramento, San Benito, San Bernardino, San Diego, San Francisco, San Joaquin, San Luis Obispo, San Mateo, Santa Barbara, Santa Clara, Santa Cruz, Shasta, Sierra, Siskiyou, Solano, Sonoma, Stanislaus, Sutter, Tehama, Trinity, Tulare, Tuolumne, Ventura, Yolo, Yuba,		
Keywords	Highway Safety Road Signs Stripping Road Signs Road Sign Structures Road K-Rail Road Dividers Traffic Control Roofing Waterproofing Metal Roofing Siding Below Grade Waterproofing		
Construction License Types	B - General Building Contractor C-31 - Construction Zone Traffic Control Contractor C-32 - Parking and Highway Improvement C-39 - Roofing D-06 - Concrete Related Services D-38 - Sand and Water Blasting D-42 - Sign Installation D-64 - Non-specialized		
Classifications	721410 - Highway and road construction services		

Active Certifications

TYPE	STATUS	FROM	TO
SB	Approved	Nov 4, 2013	Nov 30, 2016
DVBE	Approved	Nov 4, 2013	Nov 30, 2016

Certification History

TYPE	STATUS	FROM	TO
DVBE	Expired	Dec 18, 2012	Dec 31, 2013
SB	Expired	Dec 18, 2012	Dec 31, 2013