

THIRD BIDDER

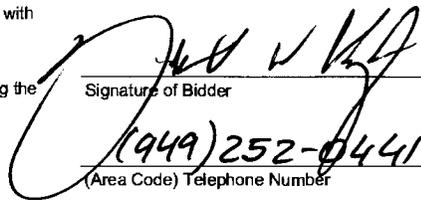
DISTRICT-COUNTY-ROUTE: 03 - GLE, CAL 5  
 CONTRACT NO.: 03-4M4804  
 TOTAL BID: 1,014,248.68  
 BID OPENING DATE: 2/6/13  
 BIDDER'S NAME: Peterson Chase G.E.C., Inc.  
 DVBE PRIME CONTRACTOR CERTIFICATION <sup>1</sup> \_\_\_\_\_

Bid Item Number	Description of Work to Be Subcontracted to DVBE or Materials to Be Supplied by DVBE <sup>2</sup>	For Caltrans Only	DVBE (Name, Telephone No., and Certification No.)	\$ Amount
1,6	WPCP / LCP		GLOBAL ENVIRON 714-479-1199 # 24765	\$ 3,385-
3	TRAFFIC CONTROL		TITON 530-246-7836 # 1249460	\$ 40,000-
VARIANTS	CONST. MATERIALS		G+C EQUIP. # 5092 310-515-8515	\$ 8,500-
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.			<b>Total Claimed Participation</b>	\$ 51,885- <u>5.1</u> %

1. 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).  
 2. 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

  
 \_\_\_\_\_  
 Signature of Bidder Date 2/6/13  
(949) 252-0441  
 (Area Code) Telephone Number  
**DICK W. VOGELS**  
 \_\_\_\_\_  
 Contact Person (Type or Print)

**CERTIFIED SMALL BUSINESS LISTING FOR THE NON-SMALL BUSINESS PREFERENCE**

DES-OE-0102.8 (REV 2/2011)

**BIDDER NAME** PETERSON-CHASE GENERAL ENGINEERING CONSTRUCTION INC.

**CONTRACT NO.** 03 - 4M4804

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
Various	METHUEN.	JAME AS DVBE  KWIK BOND 866-434-1772 #25239	51,885 -  265,000 -

DICK W. VOGELS  
Person to Contact (Please Type or Print)  
(949) 252-0441  
(Area Code) Telephone Number

**Total Claimed Participation**

\$ 316,000 ✓  
31 % of Contract

**ADA Notice** For individuals with sensory disabilities, this document is available in alternate formats. For information call (916) 654-6410 or TDD (916) 654-3880 or write Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814.

02-08-13P01:03 RCVD



P.O. BOX 492336  
REDDING, CA 96049-2336



CDOT #03-4M4804

Bid Date 2/6/2013

Bid item #2 CONSTRUCTION AREA SIGNS – Furnished, Installed, Removed  
(51 Total CS-1 ONLY signs) = \$22,500.00  
USA provided by Titan DVBE at rate of \$850.00 unless otherwise specified by Prime Contractor.

**Bid item # 3 TRAFFIC CONTROL**

**TMA TRUCK NOT INCLUDED IN LANE CLOSURE RATE**

**2 Man Lane Closure:** Includes all cones, all advanced portable warning signs, night beacons, barricades, 1 arrow board and closure truck as needed (one mile one direction at a time)

8 hr shift- \$1550.00 over time billed at \$90.00 per man hr (**Does not include TMA truck**)

\*Minimum charge on Short Shifts or Short Notice Cancellations (less than 24 hrs) \$1000.00

**Additional Lanes or Ramps** closed with same crew same shift - \$195.00 each - Includes all additional cones, advanced portable warning signs, night beacons if needed, ramp closure barricades if needed and/or 1 additional arrow board if needed

*\$36,000*

**TMA CRASH TRUCK-** \$400.00 day/ \$1650.00 week/ \$6000.00 month (bare rental)

\$500 Delivery/Pickup Charge. Please make sure to schedule the truck as they go fast.

**THIS RENTAL IS AS AVAILABLE ONLY**

**Additional Laborer (Crash Truck Driver)-**

8 hr shift \$725.00 over time billed at \$90.00 per man hr

\*Minimum charge on Short Shifts or Short Notice Cancellations (less than 24 hrs) \$300.00

All Night Work is billed an additional \$3.50 per man hr

Signatory to Northern California Laborers

**Bid Item #4 PORTABLE CHANGEABLE MESSAGE BOARDS**

\$1400.00 a month, \$750.00 week, \$300.00 a day, \$200 Delivery Charge Per Board.

Boards are rented with Titan Traffic ONLY.

*\$4,000*

Prices are good for 30 days from the date of this proposal, after that, prices are subject to adjustment.

**There will be no retention held on Traffic Control.** There MUST be a 2 week notice before start of work. If this project falls in a per diem area, contractor will be charged an additional \$24.00 per day per man. Traffic control bid item based on a minimum of 5 consecutive days. Anything less than 3 days will

be charged a Mobilization fee of \$500 per crew. Items not specifically included are considered to be excluded. All bid items are subject to a formal contract or PO suitable to both parties prior to any work

starting. All bid items are subject to availability at the time of project start date. Titan DVBE

Ref#1249460. Please call William Schroyer/ Lori Smith with questions 530-246-7836.

*\$40,000*



# GLOBAL ENVIRONMENTAL NETWORK, INC.

## ENVIRONMENTAL, SAFETY & CONSTRUCTION ENGINEERING SERVICES

Box 8068, Fountain Valley, CA. 92728-8068  
8390 Capwell Drive, Oakland, CA 94621

[www.My-DVBE.com](http://www.My-DVBE.com)

License No. 878478 - A / Haz

Phone: 714-479-1199

email: [GENI@SafetyGeni.com](mailto:GENI@SafetyGeni.com)

Fax: 714-479-0809

CA DVBE / SBE No. 24765

DVBE / Est. \$880K

GENI Ref. No. 03-4M4804

Bid Date: 2/6/2013

February 1, 2013

Duration: 95 Working Days

SUBJECT: CA DVBE / SBE QUOTATION - CALTRANS # 03-4M4804

03-GLE, COL-5-VAR;

METHACRYLATE & POLYESTER BRIDGE DECKS & HMA (TYPE A) AT APPROACHES

\*\*\* Acceptance of This Bid is good for 30 Days from Bid Date. \*\*\*

Item 1 > Lead Compliance Plan (LCP) for Residue Containing Lead from Paints & Thermoplastics (RCLPT) and Traffic Stripe Removal / Pavement Markings (TSR/PM) <sup>1,3,5,7</sup>

Options:

- 1) Lead Plan only (Certified by CIH); or
- 2) Lead Plan (Certified by CIH) and Awareness Training; or
- 3) Lump Sum (plan, training, air monitoring, analysis, report)

\$785.00

\$1,635.00

\$2,960.00

Item 2 > Construction Area Signs Furnished (Unframed) <sup>1,3,9,10</sup>

Lump Sum

Price based on 725 sqft of unframed signage (CAS) from sheet 4; CS-1  
Note: Pricing does not include Lumber, Straps, Shipping or Sales Tax

\$8,700.00

Item 3 > Traffic Control (partial)

> Arrow Boards <sup>1,2,3,8</sup>

4 Weeks Rate (each unit)

\$575.00\*

7 Days Rate (each unit)

\$275.00\*

Item 4 > Portable Changeable Message Signs (partial) <sup>1,2,3,8</sup>

4 Weeks Rate (each unit)

\$1,235.00\*

7 Days Rate (each unit)

\$575.00\*

\* Equipment delivery / pick-up rates

Delivery Rate (each unit)

\$525.00

Removal Rate (each unit)

\$525.00

Pick up or drop off by customer at GENI's Facility:

No Fees

Item 5 > Construction Site Management (partial) <sup>1,3,6,7</sup>

Lump Sum

\$185.00

CSM Package - Option 1

This Construction Site Management package includes a project specific CSM binder that an experienced Water Pollution Control Manager can use to assist them in meeting the project's Construction Site Management requirements.

OR

Lump Sum

\$1,695.00

CSM Package - Option 2

Instructor led on-site training course, a "Train the Trainer" course and a "Training CD" for your future training requirements. The CSM package includes a project specific CSM binder with a full colored Employee Training section. Five student manuals are also included in this package for the required training

### SAFETY COURSES OFFERED BY SafetyGENI™

#### Crane Training

CCO Written Exams  
CCO Practical Exams

#### Traffic Control Coning & Flagging Awareness

#### Safety Orientation for Construction

#### Scaffold Safety Awareness

#### Fall Protection Awareness

#### Trench Safety Competent Person Awareness

#### Trench Rescue

#### Confined Space

#### Confined Space Rescue

#### Urban Search & Rescue

#### Respirator Training & Fit Testing

#### CPR & First Aid

#### Crane Operator Awareness

#### Forklift Training Awareness

#### Aerial Lift Awareness

#### Hearing Conservation Training

#### DOT HM 126F/181 Awareness

#### Emergency Response Awareness / Refresher Operational Technician Specialist

#### HAZWOPER Awareness / Refresher Supervisor Waste Site Worker

#### Household Hazardous Waste

#### Asbestos Training

#### Lead Training

#### 24 Hr SWPPP Training

**Item 6 > Prepare Water Pollution Control Program (WPCP)<sup>1,3,6,7</sup>**

Lump Sum (Est. 6 Engineering Drawings)

Option 1.A – *Plan Written by a QSP*

Pricing is when GENI is hired as the WPCM conducting inspections.

See Additional WPCM services below:

Option 1.B – *Plan Written by a QSP* and GENI is not the WPCM

\$425.00

\$700.00

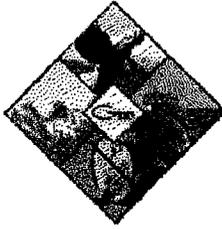
**Additional WPCP Services:**

**> Water Pollution Control Manager (WPCM):**

GENI can be your WPCM for this project – Option 2 plus Set up fee \$345 plus: QSP field work @ \$78.50/hr Portal to Portal (5.0hr base rate plus process and mileage) from GENI's field office in Oakland, CA. **For bidding purposes only estimate at \$475.00/wk. Price includes CEM 2040 and once per week inspection documented on CEM 2030. Pre/During/Post will be an additional cost at \$300.00/day.**

**NOTE: For assistance with WPCM requirements; contact Marshall at 1-800-230-6944**

\$ 3,385 -



**GLOBAL ENVIRONMENTAL NETWORK, INC.**  
ENVIRONMENTAL, SAFETY, HEALTH, & CONSTRUCTION ENGINEERING  
*4 Locations: CA 562/12780 • 314/65 • 760/479-1199 • 708/479-1199 • www.geni.com • info@geni.com*  
P.O. Box 8068 Fountain Valley, CA 92728 • Phone: 714-479-1199 • Fax: 714-479-0809

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**Santa Ana, CA | Oakland, CA | Guam/Marianas**

**Located in Santa Ana, Anaheim, Nipomo, Santa Cruz and Oakland California**

## **Leaders In CA General Permit Compliance**

Global Environmental Network, Inc. (GENI) specializes in SWPPP QSD / QSP Services and associated training requirements. GENI's Team consists of Civil, Biological, and Geological Engineers, as well as CPESC. We are experienced in all stages of development process from initial concept to final completion. We recognize that clients and projects are unique and therefore provide leadership, knowledge, and solutions that adapt to every situation and pride ourselves in our total commitment to our clients.

With critical changes in requirements under the new CA General Permit, you'll need to trust your Stormwater Management Team. Global Environmental Network, Inc. is a leader in providing Environmental Health & Safety Consulting and Training for over 18 years. As a benchmark in our industry, our SWPPP Training Program was the first approved Training Program by CalTrans and AGC of CA. Our reputable staffs are experts in their field and are ready to assist you with consulting, training, or SWPPP revisions to assure compliance

**Global Environmental Network, Inc. (GENI®)** is a regionally strong consulting firm providing environmental and safety consulting and support services to public and private clients throughout all of California. Elements of our services include:

### **Certifications-Qualifications**

Class A Contractor's License with Hazardous Waste Certificate (878478)  
Site Safety Officer (OSHA 500 & EM 385 certified)  
Construction Management Oversight  
Biologist Field Technician  
Certified Industrial Hygienist (CIH)  
Certified Professional Geologist (PG)  
Certified Asbestos Consultant (CAC)  
Certified Lead Inspector / Assessor  
Certified Professional in Erosion & Sediment Control (CPESC)  
Qualified Storm Water Professional (QSP)  
Qualified Storm Water Developer (QSD)  
QSP/QSD Trainer of Record (Tor)

### **Safety and Environmental Plans:**

Hazardous Materials Mitigation Plans (HMMP)  
NPDES / SWPPP  
Sampling And Analysis Plans (SAP)  
Health & Safety Plans (HASP) for  
    Naturally Occurring Asbestos  
    Soil and Airborne hazard / non-hazard constituents  
Dust Plans and  
Material Transportation Plans

### **Additional services include**

Water and Soil Monitoring and Sampling Services and Training in over 100 Cal / Fed OSHA safety courses including  
EM 385, OSHA 10 and 30 Hr Construction  
24 Hr. SWPPP, Noise, Air and Soil Monitoring  
State Certified HAZWOPER (CSTI)  
Crane, Confined Space, Traffic Control  
Industrial Hygiene Equipment Usage  
All levels of Lead and Asbestos

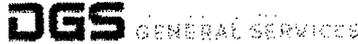
**SUPERSCRIPT NOTES**

1. GENI carries the following insurance: \$2,000,000 General Liability / Pollution, \$1,000,000 Auto / Workman's Compensation insurance and an umbrella of \$2 Million over GL/Auto/WC.
  - A one time fifty dollar (\$50.00) processing fee will be added to all contracts **requiring insurance endorsements** for General Liability, Workman's Comp and / or Auto Insurance.
  - Insurance endorsements requiring CG2010#### or similar insurance and Primary wording will be charged an additional Two Hundred Seventy Five Dollar (\$275.00) processing fee.
2. Lease / Rentals: All items property of GENI and its Subcontractors; Sign installation excludes any cutting or coring of asphalt; Prices based on quantities noted. Customer is responsible for all vandalized, damaged or loss of equipment and completion of our indemnification agreement form. GENI shall be named as an additional insured and loss payee under the end users insurance policy. All construction area sign bids include installation and removal of signs only when noted on our bid line item.
3. Caltrans allocation of DVBE Credit 100%. Credit for participation of a DVBE subcontractor, supplier, or broker will be 100 percent provided such DVBE is performing a commercially useful function.
5. **Option 1:** Lead Compliance Plan certified by a CIH. **Option 2:** Includes option 1 and 2 hr. lead training for up to 10 personnel. **Option 3:** includes options 1 & 2 and air monitoring on same day as training, laboratory testing for up to eight 8 hour TWA samples (48 hr turn-around if required); Report Preparation by the CIH.  
**Additional Work:** Air Monitoring for heavy metals (IH Technician @ \$75.00/Hr, CIH @ \$145.00/Hr both requiring 8 consecutive hrs min), Laboratory Analysis (at cost plus 20%); Price includes one move-in and rental of equipment. Additional move-in will be charged at \$1,280.00 plus hourly personnel and equipment rates. **Call for published rate sheet.**
6. Price includes submittal of Three (3) copies of the Final WPCP delivered via FedEx ground. NOTE: GENI does not provide draft copies of its WPCP. Occasionally corrections and or additions will be necessary due to a multitude of reasons, upon the contractor becoming aware of any potential or required correction they are to provide a written request to GENI for our review and plan update if necessary. Corrections / additions to the plan due to errors or omissions on behalf of the contractor or the Agency may be billed to the contractor as time and material as noted below as T&M. Engineered designs required by a registered Civil Engineer are not part of this contract. **This bid does not include any associated filing fees or the design / layout of dewatering, recycling or batch plant BMP systems / drawings.**  
Maintenance of SWPPP billing rates will be billed as Time & Material (T&M): T&M will be billed at a standard rate of \$92.50/hour for non-Civil Engineering services and \$145.00 / hour for Registered Civil Engineering services with all services being billed in ½ hour increments. Additional manuals: billed at \$65.00 for the initial manual and \$45.00 for each consecutively assembled manual. Material / additional expenditures will be billed at cost plus \$50.00 or cost plus 20 percent which ever is greater.
7. Unless specifically stated in this bid proposal the customer will pay for all additional shipping charges at cost plus a 15% handling fee.
8. (2) week minimum, GENI does not hold a C-31 License and cannot place equipment on site. Delivery / pick-up are not included in base price. When contracted to deliver or pick up equipment it is to delivered / picked up at contractor's facility or project yard. Rental is time out, not time used. Delivery times cannot be guaranteed. ALL LEASES ARE SUBJECT TO AVAILABILITY. Prices are for this project only. Regular pricing will be \$1,375.00 (CMS) and \$585.00 (Arrow board) per month for each piece of rental equipment if the minimum weeks are not met or exceeded.
9. Unless otherwise noted price does not include Sales Tax or F.O.B. costs if applicable.
10. Please contact GENI to set up an account with our firm to lease or purchase items off our web site or listed within this bid. Accounts are due and payable within 30 days of purchase. Interest charged at the rate of 1.65% per month.

Should you have any questions about the quotation please contact the undersigned,

**Christopher Hann**  
Christopher Hann  
Apprentice Estimator

## GENI – PROPOSAL PROJECT NUMBER 03-4M4804



Feb 1, 2013

SB / DVBE APP

Supplier #24765  
GLOBAL ENVIRONMENTAL NETWORK INC  
P O BOX 8068  
FOUNTAIN VALLEY CA 92728-8068

Dear Business Person:

Congratulations on your Small Business / Disabled Veteran Business Enterprise (DVBE) certification with the State of California. Your business is now entitled to compete in the State's goal to spend three percent of its annual contracting dollars with SB / DVBE businesses. For more information or to verify certification status, visit [www.eprocure.dgs.ca.gov](http://www.eprocure.dgs.ca.gov)

### Certification Period

From Jan 28, 2013 to Feb 28, 2014

### Business Types

Construction  
Service  
Non-Manufacturer

### Classifications

321518 - Safety control devices	771017 - Environmental advisory services
411126 - Hygiene monitoring and testing equipment	771018 - Environmental auditing
422715 - Respiratory monitoring products	771115 - Environmental safety services
423015 - Aids for medical training	771215 - Air pollution
432325 - Educational or reference software	771216 - Soil pollution
461615 - Traffic control	771217 - Water pollution
461616 - Water safety	771315 - Oil pollution
461815 - Safety apparel	771316 - Noise pollution
461816 - Safety footwear	771317 - Toxic substances pollution
461817 - Face and head protection	801015 - Business and corporate management consultation services
461823 - Fall protection and rescue equipment	801115 - Human resource development
461824 - Decontamination aids and safety cleaning equipment	801116 - Temporary personnel services
551217 - Signage	811015 - Civil engineering
721517 - Safety and security system installation services	811022 - Transportation engineering
771015 - Environmental impact assessment	861018 - In service training and manpower development
771016 - Environmental planning	

### Proof of Certification Status

To verify your firm's small business certification status go to <http://www.eprocure.dgs.ca.gov/default.htm> and select "SB/DVBE Search."

Sincerely,

Office of Small Business and DVBE Services

**Subcontractors used for : 03-4M4804 Meth, PPC, HMA**

Peterson-Chase General Engine Greg Stevens

2/6/2013

**GRIND Concrete Grinding Sub**

<b>Abrasive Blasting Service</b> 5465 24th St. Riverside, CA 92509 Phone No. (951) 683-4692 Fax No. (951) 786-9081	Contact Name: License No. Minority Cat. Minority No.	Total Bid Price: \$1,013,248.60 Sub Amount \$14,021.60 Percent of Bid 1.38%
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**Sub Note:** ITEM 19 Remove Slurry Seal 66%

**SPAVE Paving Sub.**

<b>Vintage Paving Company</b> 119 Main Street Winters, CA 95694 Phone No. (530) 795-0132 Fax No. (530) 795-5734	Contact Name: License No. 709237 Minority Cat. Minority No.	Total Bid Price: \$1,013,248.60 Sub Amount \$294,985.00 Percent of Bid 29.11%
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**Sub Note:** ITEMS 12, 20, 21 Cold Mill & Paving 100%

**STRIPE Striping Sub.**

<b>Abrasive Blasting Service</b> 5465 24th St. Riverside, CA 92509 Phone No. (951) 683-4692 Fax No. (951) 786-9081	Contact Name: License No. Minority Cat. Minority No.	Total Bid Price: \$1,013,248.60 Sub Amount \$15,840.00 Percent of Bid 1.56%
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**Sub Note:** ITEMS: 8, 9. Remove Stripe 100%

<b>Sierra Traffic Markings, Inc.</b> 3139 Swetzer Rd Loomis, CA 95650 Phone No. (916) 652-9080 Fax No. (916) 652-9088	Contact Name: Tom Rawlings License No. 755317 Minority Cat. Minority No.	Total Bid Price: \$1,013,248.60 Sub Amount \$19,376.01 Percent of Bid 1.91%
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**Sub Note:** ITEMS: 25-27 Pavement Delineation 100%

TITAN DUBE  
Redding, CA

ITEM: 3 Traffic Control 90%



923 Teal Drive  
 Benicia, CA 94510  
 (866) 434-1772  
 (707) 746-7981  
[randy@kwikbondpolymers.com](mailto:randy@kwikbondpolymers.com)

## Quotation

Quote # 13-0206  
 Contract # 03-4M4804  
 Bid Date 2/6/2013  
 Start Date ????  
 Terms net 30

Description	Gallons	Unit Price	Total
High Molecular Weight Methacrylate Sealer			
Monomer - promoter - accelerator - initiator	352.0	\$42.00	\$ 14,784.00
price includes Sand			
Estimated Freight			\$900.00
Sales Tax 7.50%			\$1,108.80
		<b>Total</b>	<b>\$ 16,792.80</b>

**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.

**Prices:** Unit prices are good for shipments through 6-30-2013

Randy Slezak - Kwik Bond Polymers

Contractor Signature



# Quotation

923 Teal Drive  
 Benicia, CA 94510  
 (866) 434-1772 (p)  
 (707) 746-7981  
[randy@kwikbondpolymers.com](mailto:randy@kwikbondpolymers.com)

Quote # 13-0208  
 Contract # 03-4M4804  
 Bid Date 2/6/2013  
 Start Date ????  
 Terms net 30

Description	Cubic Feet	CF Price	Total
PPC 1121 Bulk & 2-Ton S/S	3,396	\$58.60	\$199,005.60
Estimated Freight			\$9,000.00
		<b>Sub Total</b>	<b>\$208,005.60</b>
Sales Tax 7.50%			\$ 14,925.42
		<b>Total</b>	<b>\$ 222,931.02</b>

**Note:** Add \$6.23/CF for materials shipped in drums and 50# bags. If tankers are 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, 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.

\*\*\* 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 on all projects as of the date of requested delivery.

**Prices:** Unit prices are good for shipments through 6-30-2013

  
 \_\_\_\_\_  
 Randy Slezak- Kwik Bond Polymers

\_\_\_\_\_  
 Contractor Signature



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

### Standard Terms and Conditions

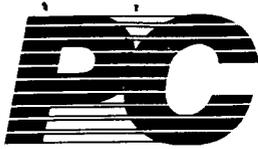
1. This quotation is subject to product availability. Kwik Bond Polymers, LLC is not responsible for material shortages not within its control.
2. This quotation will become a commitment by Kwik Bond Polymers, LLC only after receipt of written acceptance from the contractor accepting all the terms and 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% per month of the outstanding balance from the ship date until payment is received. Kwik Bond Polymers, LLC is not subject to any "pay when 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.
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.
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.



**PETERSON/CHASE**  
GENERAL ENGINEERING  
CONSTRUCTION, INC.

Via "GSO" Overnight

February 7, 2013

State of California  
Department of Transportation  
1727 30<sup>th</sup> Street, MS -43  
Sacramento, CA 95816

**Attn: Office Engineer - BIDDER DBE/UDBE/DVBE & SMALL BUSINESS SUBCONTRACTOR  
INFORMATION / GOOD FAITH EFFORT DOCUMENTATION**

Re: Project Name: **METH & POLYESTER BR DECKS& HMA (TYPE A) AT APPROACHES**  
Location: **03-GLE,COL-5-VAR**  
Contract #: **03-4M4804**  
Bid Date: **2/6/2013**  
P/C Bid #: **4797**

Gentlemen:

Please find enclosed the UDBE/ DBE/ DVBE/ SMALL BUSINESS SUBCONTRACTOR information and Good Faith Effort Documentation for the above referenced contract.

If you have any questions please call Dick Vogels at 949-252-0441.

Very truly yours,  
Peterson-Chase Construction, Inc.

Monica Safarik  
Administrative Asst.

Enclosure

1792 KAISER AVENUE  
IRVINE, CA 92614-5706  
949/252-0441 FAX 949/252-0266  
LICENSE NO. 615876