

# Low Bidder

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

~~Third Bidder~~ 04-17-15A10:30 RCVD

DISTRICT-COUNTY-ROUTE: 04-NAP,SOL-29,121,37,80,780-VAR

CONTRACT NO.: ~~04-0118104~~ 04-448104

TOTAL BID: \$ 665,649.04

BID OPENING DATE: 4/14/15

BIDDER'S NAME: Peterson-Chase Gen Eng Const 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
9, 12,13 28-33, 34 (Portion)	Delineation Removals Install Stripes; Markers; Markings		Mallard Construction (714) 785-5394 #1748928	\$29,862.50
6	WPCP		Sapper West (707) 317-0002 #1390180	\$595.00
10 3 (Portion)	Public Safety Plan Traffic Control Rentals		Global Enviro. Network (800) 230-6944 #24795	\$5,040.00
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.				<b>Total Claimed Participation</b> \$ <u>35,497.50</u> <u>5.33 %</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

 04/14/2015  
 Signature of Bidder Date  
 (949) 252-0441  
 (Area Code) Telephone Number  
 Dick Vogels  
 Contact Person (Type or Print)

# Low Bidder

04-17-15A10:30 RCVD

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** Peterson-Chase Gen Eng Const Inc

**CONTRACT NO.** 04 - 4H8104

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
9, 12,13 28-33, 34 (Portion)	Delineation Removals Stripes; Markers; Markings	Mallard Construction (714) 785-5394 #1748928	\$29,862.50
18 (Portion)	Furnish HMWM Material	Kwik Bond Polymers (866) 434-1772 #25239	\$32,987.06
3 (Portion) 10	Traffic Control Rentals PSP/Air Monitoring	Global Environmental Network (800) 230-6944 #24765	\$5,040.00

Dick Vogels

Person to Contact

(Please Type or Print)

\$ 67,889.56

(949) 252-0441

(Area Code) Telephone Number

**Total Claimed Participation**

10.19 % 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.



**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: \_\_\_\_\_



Certified DVBE, #1390180 (expires 08/31/15)  
 Qualified SWPPP Developer (QSD), Certificate # 25137

CA License # 939685  
 A, B, & C-31  
 DIR # 1000015923

1927 49<sup>th</sup> Street  
 Sacramento, CA 95819

TEL: (707) 317-0002  
 FAX: (707) 620-7000  
[tanenson@sapperwest.com](mailto:tanenson@sapperwest.com)

**Date: 14 APR 15**

**Contract #: 04-4H8104 – TREAT BRIDGE DECKS WITH METHACRYLATE AND REPLACE JOINT SEALS**

**Bid Date: 14 APR 2015**

Sapper West is pleased to provide the following contract pricing for the specified work scope items detailed in the subject contract solicitation:

Item No.	Item code	Item Description	Unit of Measure	Est Qty	Bid	Amount
1	070030	LEAD COMPLIANCE PLAN	LS	LS	\$1,225.00	\$1,225.00
5	130100	JOB SITE MANAGEMENT - PARTIAL	LS	LS	\$3,850.00	\$3,850.00
6	130200	PREPARE WATER POLLUTION CONTROL PROGRAM	LS	LS	\$595.00	\$595.00
10	150100	PUBLIC SAFETY PLAN (PLAN ONLY)	LS	LS	\$1,695.00	\$1,695.00
10	150100	PUBLIC SAFETY PLAN (AIR MONITORING ONLY)	DAY	**	\$1,895.00	**

**TERMS AND CONDITIONS:**

1. This quote and attached terms and conditions must become a binding part of any sub-contract.
2. A PURCHASE ORDER and 10 working days notice must be given prior to start of work. This quote shall remain valid for 30 days from date of actual bid opening, unless otherwise agreed upon.
3. TERMS: Due and payable within 30 days from date of installation and/or as per Business and Professional code 7108.5 and Public contract code 10262.5 (for progress payments) and/or as per Public contract Code 7107 (for retention due).
4. All change orders must be approved by agency/owner prior to work being performed by Sapper West.
5. Excludes any insurance requirements in excess of Caltrans Standard Specifications. Additional insured and/or waiver of subrogation requests will be an added cost.
6. Splitting offered bid item quotes **may be considered**. Please call Tim Anenson at (707) 317-0002 to discuss splitting the bid item quotes prior to the Caltrans submittal deadline.



CALTRANS PROJECT: 04-4H8104  
BID DATE: 14 APR 2015

**ASSUMPTIONS:**

1. **\*\*PRIME CONTRACTOR CAN MULTIPLY THE ANTICIPATED NUMBER OF WORK AREA MONITORING DAYS BY THE DAILY RATE TO DETERMINE A LINE ITEM TOTAL.**
2. Work Area Monitoring (under the supervision of a CIH) includes all labor, travel, per diem, equipment, materials, supplies, and lab costs.
3. The Prime Contractor will be responsible for providing a list of businesses and residences within 100 feet and corresponding addresses for the notification letters. Sapper West will supply the notification letter template.
4. Required training specified in the LCP can be conducted (under the direction of a CIH) at contractor location. The training can be conducted for a lump sum of \$1,950.00.
5. Job Site Management assumes a project duration of 70 days (field work), or 14 weeks of on-site field work.

14 weeks x \$275.00/week = \$3,850.00

This is a weekly rate for Sapper West to document required WPCP compliance by completing Caltrans forms 2030 and 2034 by a QSD/P. Sapper West will work with your field staff to assess site conditions each week; no site visits are included. Pre-, during and post-rain event site inspections are not included but will be billed at the Job Site Management rate if required.

6. No other plans, reports, monitoring or permits are included.
7. The WPCP and LCP include one (1) revision for the quoted bid. Further revisions will be billed at \$125 per hour.
8. Print-ready electronic draft and final copies of plans and/or reports will be provided so hard copies can be produced; no hard copies will be provided by Sapper West.

**Sapper West is a certified DVBE contractor (No. 1390180)** with a number of associates that have supported Caltrans projects for many years. We have the necessary certified personnel to support your efforts on this project and we look forward to providing you our highest level of project support. Please don't hesitate to contact me directly at (707) 317-0002 or at [tanenson@sapperwest.com](mailto:tanenson@sapperwest.com) if we can provide anything further.

My Very Best Regards,  
**SAPPER WEST**

Tim Anenson, QSD, CPSWQ  
Chief Operating Officer

# - Fax Transmission

**To:** Estimator

**From:** Tim Anenson

**Fax:** 19492520266

**Date:** 4/14/2015

**RE:** CALTRANS BID ITEM QUOTE - 04-4H8104

**Pages:** 3

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**Comments:**

Please find attached our bid quote for the referenced solicitation.

I am available at your convenience if you have any questions or require additional information.

My Very Best Regards,

Tim Anenson

DIR # 1000015923

Tim Anenson, QSD, CPSWQ  
Chief Operating Officer  
Sapper West, Inc.

SDVOSB/DVBE

License #939685 - A, B, C31

1927 49th Street  
Sacramento, CA 95819

TEL: (707) 317-0002

FAX: (707) 620-7000

EMAIL: [tanenson@sapperwest.com](mailto:tanenson@sapperwest.com)

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# GLOBAL ENVIRONMENTAL NETWORK, INC.

## ENVIRONMENTAL, SAFETY & CONSTRUCTION ENGINEERING SERVICES

Main Office; Box 8068, Fountain Valley, CA. 92728-8068

Additional Locations: Oakland / Fresno / Santa Cruz / Santa Maria / Santa Ana / Bakersfield

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

License No. 878478 - A / Haz

Phone: 800-230-6944

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

Fax: 714-479-0809

CA DVBE / SBE No. 24765Est.

DVBE/\$580K

DIR Registration No. 1000005273

GENI Ref. No. 04-4H8104

April 9, 2015

(70) Working days

Bid Date: 4/14/2015

**SUBJECT: CA DVBE / SBE QUOTATION - CALTRANS # 04-4H8104**

**TREAT BRIDGE DECKS WITH METHACRYLATE AND REPLACE JOINT SEALS;  
04-NAP,SOL-29,121,37,80,780-VAR**

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

**Item 1 > Lead Compliance Plan for Stripe Removal**

Options:

1) Lead Plan only for Stripe Removal (Certified by CIH)

\$785.00

**Additional Services:**

2) On-Site awareness training;

\$745.00

Price includes up to 10 personnel; \$12.00 for each add'l over base

3) Air monitoring, analysis and report (on same day of training

\$1,350.00

Only one item at this price (ADL or Stripe Removal)

**Item 3 > Traffic Control System (partial)**

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

4 Weeks Rate (each unit)

7 Days Rate (each unit)

Delivery:

Pick up

\$575.00\*

\$245.00\*

\$45.00 ea

\$45.00 ea

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

4 Weeks Rate (each unit)

7 Days Rate (each unit)

\* Equipment delivery or pick-up rates

Delivery:

Pick up

\$1,175.00\*

\$575.00\*

\$45.00 ea

Free with 4wk Rental

**Item 5 > Job Site Management (JSM -partial - Training Services) <sup>1,3,6,7</sup>**

Lump Sum

\$185.00

**JSM Package - Option 1**

This Job Site Management package includes a project specific JSM binder that an experienced Water Pollution Control Manager can use to assist them in meeting the project's *Job Site BMP training / Management* requirements.

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

Lump Sum (Est. up to 11 Engineering Drawings)

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

\$685.00

Note: Customer to provide locations of down drains should Caltrans require them to be shown in the WPC drawings.

THIS PAGE  
\$1,750.00

**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 126P/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 10 > Public Safety Plan (PSP) / Airborne Emissions Monitoring Plan (AEMP) for High Molecular Weight Methacrylate (HMWM) (Partial)** <sup>1,3,5,7</sup>

Airborne Emissions Monitoring Plan

Lump Sum (package)

This estimate includes mobilization, 1 bridge needing one direction air monitoring for HMWM treatment and 0 weekends (non-consecutive days) an Airborne Emissions Monitoring Plan, pumps, test media, lab analysis and final report.

See notes below to develop your own estimates

Additional work:

Airborne Emissions Monitoring Plan	\$675.00
Each additional evening (8 hours or less)	\$875.00
Each additional test for HMWM (includes pumps & 5 samples)	\$545.00
Each additional mobilization	\$1,395.00 <sup>#</sup>
Note: Estimates are for bidding purposes only. The actual pricing may change upon requirements of RE or contractor.	
Each additional lab report (May be required if time between mobilization require a separate report)	\$675.00

<sup>#</sup> Pricing is with 2 wks written notice confirming date and time of required field work. Less than 2 week notice may increase the price of mobilization to increase by up to \$350.00 per mobilization / false starts.

Additional Services Available

**Item > Furnish 28" 10 Lb Traffic Control Cones** <sup>1,3,9,10</sup>

\$16.75 ea

Note: Pricing does not include Lumber, Straps, Shipping or Sales Tax

TBD

**Item > Furnish Type II Traffic Control Barricades** <sup>1,3,9,10</sup>

\$29.75 ea

Note: Pricing does not include Lumber, Straps, Shipping or Sales Tax

TBD

**Item > Furnish Portable Lite Beacon with Solar Panel**

@ \$1,475.00 Ea (four available at this price)

BEACON. 12", LED, WITH STAND, POLE AND BATTERY BOX

TBD

**> Portable Transverse Rumble Strip Array (3 strips/array)**

Note this project appears to require 4 arrays at \$5,150.00 ea

*Pricing does not include Shipping or Sales Tax unless otherwise noted*

\$5,150.00 ea

\$675.00  
\$3,290.00<sup>#</sup>

THIS PAGE  
\$ 3,290.00



## **GLOBAL ENVIRONMENTAL NETWORK, INC.**

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### **YOUR ENVIRONMENTAL ENGINEERING PARTNER**

Professional Engineers, Civil Engineers, Certified Industrial Hygienists (CIH)  
Certified Professional Geologists (PG), Certified Asbestos Consultants (CAC)  
CPESCs QSDs QSPs and More

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#### **💧 AIR MONITORING & SOIL SAMPLING**

Our CIHs & Field Technicians are experienced with CalTrans & Federal Heavy Construction, Road Excavation, Bridge Demolition & Refurbishment. With a Strong Team of **Industrial Hygienists state-wide**, Call us for your current and future projects!

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#### **💧 CERTIFIED ASBESTOS CONSULTANTS**

With over 25 years as a Benchmark Leader in Accredited Asbestos Training & Asbestos CAC Consulting, GENI's large team of expert CACs are here to serve your project needs statewide.

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#### **💧 PLAN DEVELOPMENT**

GENI's experts excel in developing a large variety of plans and procedures. Plans range from **Lead, Arsenic, PCB and Asbestos Plans to Excavation and Transportation plans, NOA, and Dust plans** as well as more comprehensive plans such as **air quality Nox, noise monitoring, hazardous waste disposal,** and more. *Call on the Experts!*

[www.SafetyGENI.com](http://www.SafetyGENI.com)

| Phone: 800-230-6944

| Fax: 714-479-0809

**SUPERSCRIPIT 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.
3. **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 \$TBD 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 WPCP 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 \$55.00 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. (4) 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,

*Tyler Horner*

Tyler Horner  
Estimator

## GENI - PROPOSAL PROJECT NUMBER 04-4H8104



State of California • Arnold Schwarzenegger, Governor • State and  
Consumer Services Agency  
DEPARTMENT OF GENERAL SERVICES • PROCUREMENT DIVISION  
Office of Small Business and DVBE Services  
707 Third Street, 1st Floor, Room 400 • West Sacramento, CA 95605  
Phone (916) 375-4940 Fax (916) 375-4950

February 27, 2014

SB / DVBE APP

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

Dear Business Person:

Congratulations on your certified small business / certified Disabled Veteran Business Enterprise (DVBE) status with the State of California. Your certifications entitle you to benefits under the state's Small Business Participation Program within state contracting, including a five percent bidding preference and special provisions under the Prompt Payment Act.

### Certification Period

From Feb 27, 2014 to Feb 29, 2016

### Business Types

Construction  
Service  
Non-Manufacturer

### Classifications

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

### Proof of Certification Status

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

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### Quotation

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

Quote # 15-1142  
 Contract # 04-4H8104  
 Bid Date 4/14/2015  
 Start Date ????  
 Terms net 30

Description	Gallons	Unit Price	Total
High Molecular Weight Methacrylate Sealer	750		
KBP 204	864	\$40.00	\$34,560.00
Monomer - promoter - accelerator - initiator			
	Quantity	Unit Price	
Top Sand - 2800 # pallets	6	\$252.00	\$1,512.00
Estimated Freight			\$650.00
Sales Tax 7.625%			\$2,750.49
		<b>Total</b>	<b>\$39,472.49</b>

30,000.00

650.00

2337.06

32,987.06

**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.

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.



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

04-17-15A10:30 RCVD

Via "GSO" Overnight

# Third Bidder

April 16, 2015

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

Attn: **Office Engineer - BIDDER DVBE & SMALL BUSINESS SUBCONTRACTOR INFORMATION**

Re: Project Name: **TREAT BRIDGE DECKS WITH METHACRYLATE AND REPLACE JOINT SEALS**  
Location: **04-NAP, SOL-29,121, 37**  
Contract #: **04-4H8104**  
Bid Date: **4/14/2015**  
P/C Bid #: **5149**

Gentlemen:

Please find enclosed the DVBE/ SMALL BUSINESS SUBCONTRACTOR information for the above referenced contract.

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

Sincerely,  
Peterson-Chase Construction, Inc.

Kali Goglanian  
Administrative Asst.

Enclosure

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