

Third Bidder

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

01-31-14 P03:59 IN

DISTRICT-COUNTY-ROUTE: 05 - MON, SCR - 1,68,129-VAR
CONTRACT NO.: 05-1C9104
TOTAL BID: 617,364.85
BID OPENING DATE: January 29, 2014
BIDDER'S NAME: Peterson-Chase General Engineering Construction, Inc.
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
22-24	Joint seals		USC Suppy #1568820 (530) 273-1639	\$42,601.53
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	\$ <u>42,601.53</u> <u>6.9</u> %

- 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


Signature of Bidder
Date 1/30/14
(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 G.E.C., Inc.

CONTRACT NO. 05 - 1C9104

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
22-24	Joint Seals	USC Supply (530) 273-1639 #1568820	42,601.53
15	Furnish Polyester Concrete Overlay	Kwik Bond (866) 434-1772 #25239	68,970.46
18	Methacrylate Treatment Material	Kwik Bond (866) 434-1772 #25239	79,734.20
1,3 (Portion) 8,11,25-29, 30 (Portion)	Stripe Removal & Install	Central Striping Service (916) 635-5175 #20572	41,336.00

Dick W. Vogels

\$ 232,642.19

Person to Contact (Please Type or Print)

(949) 252-0441

Total Claimed Participation

37.7 % of Contract

(Area Code) Telephone Number

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.



USC Supply
 12305 Locksley Lane
 Auburn, CA 95602

Office 530-273-1639
 530-887-8225
 Fax 530-273-1740
 530-882-8221

projects@uscsupply.net
 www.uscsupply.net

A Division of United Synergy Corporation

Name / Address	Ship To	Estimate
Department of Transportation 1120 N Street Sacramento, CA 95814	05-1C9104 Monterey Santa Cruz Counties	

Date	Terms	Estimate #	Project
1/29/2014	Net 30	2014-070	

Item#	Description	Qty	U/M	Rate	Total
22	Joint Seal (MR 1/2") 559LF Wabo Silicone Seal	60	ea	64.80	3,888.00T
23	Joint Seal (MR 1") 91LF Wabo Silicone Seal 50.72 Cartridge kit	12	ea	64.80	777.60T
24	Joint Seal (Asphaltic Plug) Wabo®Expandex binder/aggregate mixture w/backer rod	240	CF	90.00	21,600.00T
	Wabo®Expandex bridging plate 1/4 x 8 uncoated	384	LF	14.40	5,529.60T
	Shop Drawings	1	ea	460.00	460.00T
	INBOUND FREIGHT CHARGES	1	ea	7,524.00	7,524.00
<i>CERT 1568820</i>					

+Prices Quoted are Valid for 30 Days from estimate date unless USC Supply receives a price increase.	Subtotal	\$39,779.20
	Sales Tax (8.75%)	\$2,822.33
	Total	\$42,601.53

2



California LIC #403896 CLASS C32
 Hawaii LIC #C-11288
 Nevada LIC #0039313
 Oregon LIC #118214
 Small Business Enterprise #0020572

Bid Proposal

TO: Contractors
 LOCATION: Rte 111, 68, 129 Monterey and Santa Cruz Counties Various
 PROJECT: Caltrans 05-IC9104

QUOTED BY: Kenneth Ickes
 BID DATE: Wednesday, January 29, 2014
 BID TIME: 2:00 PM

ITEM NO.	ITEM DESCRIPTION	UNITS	UOM	UNIT PRICE	TOTAL AMOUNT
1	LEAD COMPLIANCE	1	LS	1,500.00	1,500.00
3	TRAFFIC CONTROL	1	LS	5,200.00	5,200.00
8	REMOVE YELLOW THERMO TRAFFIC STRIPE (HAZ WASTE)	5,390	LF	1.75	9,432.50
11	REMOVE THERMOPLASTIC TRAFFIC STRIPE	8,170	LF	0.50	4,085.00
25	4" THERMOPLASTIC TRAFFIC STRIPE	8,380	LF	0.90	7,542.00
26	8" THERMOPLASTIC TRAFFIC STRIPE	740	LF	1.80	1,332.00
27	4" THERMOPLASTIC TRAFFIC STRIPE (BROKEN 36-12)	3,260	LF	0.45	1,467.00
28	PAVEMENT MARKER (NON-REFLECTIVE)	400	EA	3.00	1,200.00
29	PAVEMENT MARKER (RETROREFLECTIVE)	230	EA	4.25	977.50
30	MOBILIZATION	1	LS	8,600.00	8,600.00
SEE PAGE 2 OF 2 FOR SPECIFIC TERMS AND CONDITIONS RELATING TO THIS QUOTATION. THIS TRANSMISSION CONSISTS OF TWO PAGES. IF THE TRANSMISSION IS NOT LEGIBLE PLEASE CONTACT OUR OFFICE.				TOTAL	\$ 41,336.00

ACCEPTED BY : _____

TITLE : _____

P.O.# OR CCO# : _____



California LIC #403896 CLASS C32
 Hawaii LIC #C-11288
 Nevada LIC #0039313
 Oregon LIC #118214
 Small Business Enterprise #0020572

Bid Proposal

TO: Contractors _____ **COMPANY:** _____
 Rte 111, 68, 129 Monterey and Santa Cruz Counties
LOCATION: Various _____ **ACCEPTED BY:** _____
CONTRACT #: Caltrans 05-1C9104 _____ **DATED:** _____

SPECIAL PROVISIONS: ALL ITEMS OR NONE UNLESS NEGOTIATED PRIOR TO BID TIME.

THE BELOW TERMS AND CONDITIONS ARE INCORPORATED AS PART OF THE SUBCONTRACT AGREEMENT.

1. Bond premium not included.
2. CSS, inc. is a Certified **SBE**
3. **Central Striping Service, Inc. is signatory to the Laborers' of Northern California, Southern California, Nevada and the Painters of California and Hawaii.**
4. Unless otherwise noted and agreed to in writing by Central Striping Service, Inc., prior to time of bid, no items may be excluded from the subcontract/purchase order.
5. **Backcharges:** Contractor acknowledges that Central Striping Service, Inc. will not accept, nor be held liable for any backcharges, including Liquidated Damages, without prior written mutual agreement.
6. This quotation shall remain valid for 30 calendar days from the date of bid, and shall become part of any and all subcontract agreements and/or purchase orders related to this project, unless otherwise agreed upon in writing.
7. Central Striping Service, Inc. requires an executed subcontract agreement, purchase order or signed quote prior to start of work.
8. The parties acknowledge and agree the provisions of these Terms and Conditions precede any language in the subcontract agreement.
9. Overtime, Double Time or Holiday Time is not included in this proposal. Contractor agrees to pay, in addition to items quoted, for any premium time incurred.
10. Contractor installed temporary delineation or pavement markers shall be offset a minimum of 2" from permanent alignment.
11. Changeable message boards are not included, unless otherwise noted.
12. Contractor to provide fifteen (15) working days notice prior to scheduling CSS, Inc. work.
13. Contractor agrees to provide a written progress schedule 30 days in advance of our scheduled work and acknowledges any changes to the progress schedule may require additional advance notification for mobilization to perform our work.
14. This quotation does not include installing permanent delineation items while other operations are in progress on the jobsite.
15. Contractor to provide clean pavement surfaces, and unobstructed access to the jobsite.
16. All work associated with the SWPP and/or WPCP is excluded.
17. Notification and/or signing to residents or businesses is excluded.
18. Items not specifically identified in this quote are excluded.
19. Contractor agrees to provide a source of clean water should any of our items require it.
20. Central Striping Service, Inc. is not responsible for lighting beyond our vehicles, equipment and personnel.
21. Payment Terms:
 - ° Retention is not to be taken and held on our items of work.
 - ° Net 30 or per California Prompt Payment Statutes.
22. Traffic Control is included for our items 25-29 of work, unless otherwise noted.
23. Traffic Control plan is not included.
24. 2 Ea. Mobilizations are included. \$4300.00 Ea. Additional Mobilization
25. Contractor to provide secure location for storage of hazardous removal.

FACSIMILE TRANSMISSION

To:

From: Central Striping
Central Striping
3489 Luyung dr
rancho cordova
CA 95742

Phone:

Phone: (916) 999-1272 * 101

Fax Phone: +1 (949) 252-0266

Fax Phone: (916) 999-1272

Note:

Central Striping Service, Inc - Proposal

Date: 1/29/2014

Pages: 3



2

Quotation

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

Quote # 14-0117
Contract # 05-1C9104
Bid Date 1/29/2014
Start Date ????
Terms net 30

Description	Gallons	Unit Price	Total
High Molecular Weight Methacrylate Sealer KBP 204	1,737.5	\$40.00	\$69,500.00
Monomer - promoter - accelerator - initiator			
	Quantity	Unit Price	
Top Sand - 2800 # pallets	13	\$252.00	\$3,276.00
Estimated Freight			\$1,500.00
Sales Tax 7.5%			\$5,458.20
		Total	\$79,734.20

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 12-31-2014

Randy Slezak - Kwik Bond Polymers

Contractor Signature

FAX

Date: 01/29/2014

Pages including cover sheet: 5

To:	
Phone	
Fax Number	+1 (949) 252-0266

From:	Dave Epler
	Kwik Bond Polymers, LLC
	923 Teal Dr.,
	Benicia
	CA 94510
Phone	+1 (707) 980-0758
Fax Number	(877) 835-6348

NOTE:

05-1C9104 Methacrylate Resend
Kwik Bond Polymers, LLC
Dave Epler 707-980-0758



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 an estimated rate of \$150.00/day demurrage charge to Contractor for dropped trailers and a bobtail charge of \$3.50/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.

Page

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, attorney 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.



Q

Quotation

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

Quote # 14-0116
Contract # 05-1C9104
Bid Date 1/29/2014
Start Date ????
Terms net 30

Description	CF	CF Price	Total
PPC 1121 Drums & 2-ton SS	1,003	\$62.39	\$62,577.17
Estimated Freight			\$1,700.00
		Sub Total	\$64,277.17
Sales Tax 7.5%			\$4,693.29
		Total	\$68,970.46

Note: 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 12-31-2014

Randy Slezak- Kwik Bond Polymers

Contractor Signature

FAX

Date: 01/29/2014

Pages including cover sheet: 5

To:	
Phone	
Fax Number	+1 (949) 252-0266

From:	Dave Epler
	Kwik Bond Polymers, LLC
	923 Teal Dr.,
	Benicia
	CA 94510
Phone	+1 (707) 980-0758
Fax Number	(877) 835-6348

NOTE:

05-1C9104 Methacrylate
Kwik Bond Polymers, LLC
Dave Epler 707-980-0758



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 an estimated rate of \$150.00/day demurrage charge to Contractor for dropped trailers and a bobtail charge of \$3.50/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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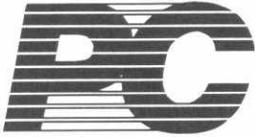
8. Terms of sale: Terms are 1% discount off invoice price, not including freight or sales tax, for payments received within 10 days of invoice date or full invoice price due in net 30 days. All materials must be paid for, in full, within 60 days of ship date regardless of Contractor receiving payment 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.

Page

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, attorney 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

January 30, 2014

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

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

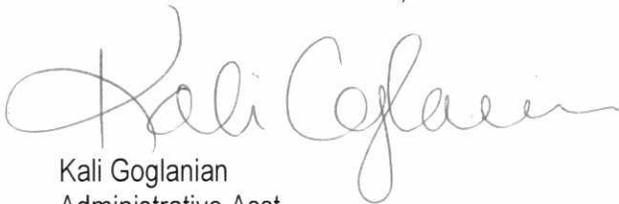
Re: Project Name: **METHACRYLATE DECK SEAL, POLYESTER CONCRETE & REPLACE JOINT
SEAL**
Location: **05-MON,SCR-1,68,129-VAR**
Contract #: **05-1C9104**
Bid Date: **1/29/2014**
P/C Bid #: **4949**

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.



Kali Goglanian
Administrative Asst.

Enclosure

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