

**Low Bidder**

DISTRICT-COUNTY-ROUTE: 07 - LA, VEN - 1, 10, 101, 187 - VAR

CONTRACT NO.: 07-1W3804

TOTAL BID: 810,386.87

BID OPENING DATE: 2/7/2013

BIDDER'S NAME: Peterson Chase General 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
3	TRAFFIC CONTROL		E-NOR INNOVATIONS 949-394-1980 #37084	\$ 43,560 <sup>0</sup>

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**

\$ 43,560  
5.4 %

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

*Dick W. Vogels* 2/7/13  
 Signature of Bidder Date  
 (949) 252-0441  
 (Area Code) Telephone Number

**DICK W. VOGELS**  
 Contact Person (Type or Print)

02-11-15P12:54 RCVD

**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.

**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.** 07 - 1W3804

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
3	TRAFFIC CONTROL	E-NOR 949-394-1980 # 37084	\$ 43,560 -
29-36	STRIPING	PCM 760-868-3460 # 1735821	\$ 40,440 -
7, 11-13	REMOVE STRIPE	ABRASIVE BLASTING 951-683-4692 # 765558	\$ 17,500 -
18	FINISH METHACRYLATE	KWIK BOND 866-434-1772 # 25239	\$ 156,047 -

DICK W. VOGELS

Person to Contact (Please Type or Print)

(949)252-0441

(Area Code) Telephone Number

**Total Claimed Participation**

\$ 257,547 -

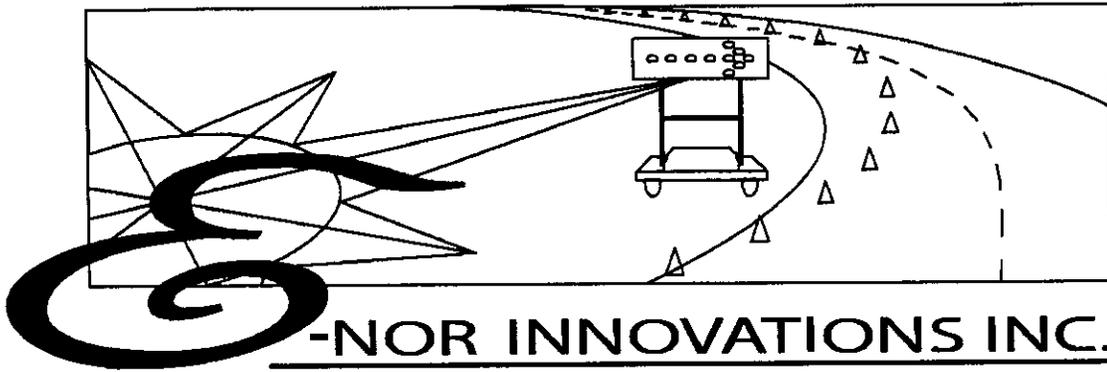
31 % of Contract

**ADA Notice**

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02-11-15P12:34 RCVD

Contract No. 07-1W3804



**-NOR INNOVATIONS INC.**  
**DVBE/SBE CERTIFIED CO. LIC. #931953**

1950 E 220<sup>TH</sup> ST SUITE 306 Long Beach, CA 90810

**DVBE/SBE# 37084 \*UDBE/MBE/SBE \*CUCP #37718\* UNION CONTRACTOR**

DATE	2/2/2013		
TO	Peterson Chase General Engineering Construction, Inc.		
ATTN:	Bidding Estimator	949-252-0441	949-252-0266
PROJECT	07-1W3804	Treat bridge deck, repair spalls and replace joint seals	
BID DATE	2/07/2013	Acceptance of This Bid is good for 30 Days from Bid Date	
WORKING DAYS	130		
CREATED BY	Molly Mullen	P: 949-394-1980	F: 866-506-0361 <i>PT</i>

*24 Shifts @ 1815/Shift  
 \$43,560.00*

Item	Description	Unit	Quantity (assumed)	Cost / Unit	Cost
3	TRAFFIC CONTROL SYSTEM*	LS	As Needed		
4	JOB SITE MANAGEMENT	Each	As Needed		Varies
	Opt. 1. JSM	Each	1	\$175	\$175
	Opt. 2. JSM w/WPCM	Each	Weekly Inspection	\$400	\$3200
Each		Pre/ During/ Post Storm Inspection	\$315	Varies	
5	PREPARE WATER POLLUTION CONTROL PROGRAM	LS	1	\$500 or \$845	\$500 or \$845

**SCOPE OF WORK SHALL MEET CONTRACT PLANS AND SPECIAL PROVISIONS**

**\*TRAFFIC CONTROL:**

25,000

ONE LANE, ONE DIRECTION, TWO MAN CREW, ONE MILE, 150 cones, 1 arrowboard, 8 AWS, 4 C30, 1 beacon	8 HR Shift	\$1,815	63525
ADDITIONAL LANE	Ea	\$200	2x = 5445
ADDITIONAL MILE	Ea	\$200	68,970
ADDITIONAL RAMP CLOSURE	Ea	\$200	
CITY STREET LANE CLOSURE, 75 cones, 3 AWS, 2 C30, 1 arrowboard	8 HR Shift	\$1,815	
RAMP CLOSURE 1-4 RAMPS PER LOCATION ,150 cones, 4 C2, 18 plain barricades, 4 R3-2, 4 R3-1	8 HR Shift	\$1,815	
SHOULDER CLOSURES, 100 cones, 3 AWS, 3 small signs	8 HR Shift	\$1,815	
DETOUR RAMP CREW, 25 freeway detour	8HR Shift	\$1,815	
PER DIEM CHARGE FOR OVERNIGHT STAYS	Ea	\$230	
ATTENUATOR TRUCK TO BE PROVIDED BY OTHERS.			

**EQUIPMENT RENTAL:**

	DAILY	WEEKLY	MONTHLY
ARROWBOARD- EA	\$30	\$200	\$500
CMS UNITS- EA	\$200	\$600	\$1,500
DELIVERY EA	\$100		
PICK UP EA	\$100		
FREEWAY DETOUR EA	\$5		
SIGNS			

**SCOPE OF WORK**

**ITEM 3: TRAFFIC CONTROL SYSTEM**

Labor is billed Portal to Portal. **ALLOW 1HR SET UP / 1 HR PICK UP**  
 All Provisions will be added as part of contract before proceeding.  
 No contract will be signed unless all provisions are included.

- OVERTIME WILL BE BILLED AT \$108 EACH MAN PER HOUR AFTER 8HRS SHIFT. DOUBLETIME WILL BE BILLED AT \$115 EACH MAN PER HOUR AFTER 12HR SHIFT. RATE WILL CHANGE TO OVERTIME N DOUBLETIME RATES AFTER 8HR SHIFT OR MIONIGHT FOR WEEKEND SHIFT PER OUR UNION CONTRACT.
- MULTIPLY RATES BY 1.5 FOR SATURDAYS ANO 2 FOR SUNOAYS AND HOLIDAYS AND AFTER 12 HOURS OF WORK.
- E-NOR INNOVATIONSINC. IS A UNION CONTRACTOR.
- PAYMENT IS DUE WITHIN 30 DAYS FROM INVOICE DATE 1.5% MONTHLY FINANCE
- CHARGE AFTER 30 DAYS.
- IF REQUIRED ADDITIONAL EQUIPMENT (I.E. CHANGEABLE MESSAE SIGN, ATENUATOR TRUCK) TO BE PROVIDED BY E-NOR INNOVATIONS INC AT ADDITIONAL CHARGES.
- PRIME CONTRACTOR IS RESPONSIBLE TO OBTAIN ALL PERMITS RQUIRED FROM CITIES INVOLVED.
- PRIME CONTRACTOR IS RESPONSIBLE TO COORONATE AND PAY FOR HIGHWAY PATROL UNIT.
- ADDITIONAL 31/2 PERCENT INCREASE ADDED EVERY YEAR ON JUNE 30<sup>TH</sup>.

- IF SPECIAL WORDING INSURANCE IS NEEDED THE AMOUNT TO BE PAID BY CONTRACTOR ALONG WITH WAIVERS OF SUBROGATION INSURANCE THE 3 %
- OF PAYROLL WILL BE CHARGED TO CONTRACTOR. IF NOTARY SERVICES ARE REQUIRED, PRIME CONTRACTOR IS RESPONSIBLE FOR THOSE CHARGES.
- EXCLUDES SPECIAL INSURANCE REQUIREMENTS. (I.E. INCREASED GENERAL LAIABILITY FOR RAILROAD INSURANCE)
- IF EQUIPMENT IS RENTED FOR SET UP ONLY, CONTRACTOR IS RESPONSIBLE FOR CLOSURE UNTIL E-NOR INNOVATIONS INC. PICKS UP CLOSURE.
- ALL SIGN AND MARKER LOCATION / MARK-OUT TO BE DONE BY OTHERS AND MUST BE COMPLETED PRIOR TO E-NOR INNOVATIONS, INC. STARTING WORK. INC. IS NOT RESPONSIBLE FOR DAMAGE TO UNDERGROUND FACILITIES, NOT SHOWN ON PLANS OR, NOT MARKED OUT BY OTHER AGENCIES. (IE. CALTRANS)
- ALL CHANGE ORDER WORK MUST BE APPROVED BY AGENCY / OWNER PRIOR TO WORK BEING PERFORMED BY E-NOR INNOVATIONS INC.
- CONTRACTOR WILL BE CHARGED FOR ENOR INNOVATIONS INC. EMPLOYEES
- STAFF FOR ALL CLASSES/TRAINING FOR PROJECT.
- E-NOR INNOVATIONS INC. RESERVES RIGHT TO SUBCONTRACT WORK TO COMPLETE PROJECT.
- NO WORK WILL BE PERFORMED UNTIL THIS PROPOSAL IS SIGNED AND FAXED E-NOR INNOVATION CHARGES PORTAL TO PORTAL.

**ITEM 4: JOB SITE MANAGEMENT:**

- Option 1: Project specific CSM binder that an experienced Water Pollution Control Manager can use to assist them in meeting the project's Job Site Management requirements.
- Option 2: Weekly Inspections by a Caltrans certified QSP. Any Quarterly Reports are included in Weekly Inspection and no additional charge will be added. Pre-storm, during storm, and post-storm inspection. QSP shall observe site during extended rain event. Photographs will be taken during all inspections and included in all applicable reports.

**ITEM 5: PREPARE WPCP:**

- Plan written by a QSD. Plan will include all applicable permits and necessary information. Will be amended as needed.
  - \$500 if E-nor is Water Pollution Control Manager
  - \$845 if E-nor is not Water Pollution Control Manager

If you would like a detailed breakdown of each item, or if you have any questions, please contact me at (949) 394-1980. The proposal is a personalized and private bid for your company.

We look forward to working with you.

Sincerely,  
 Molly Mullen  
 Molly@enortraffic.com

Please accept this proposal by signing and returning a copy of this page, or initial above by item numbers for individual items to be completed.

X \_\_\_\_\_  
 Name Date

X \_\_\_\_\_  
 Print Name/ Title

# PCM

## Pacific Coast markings

### A Highway Contractor

PO Box 294906 Phelan, CA 92329-4906  
 Phone 760-868-3400

Contractors license# 888346  
 Fax 760-868-3450

We are a union contractor

We are a certified Small Business OSD# 1735821

Attention: Estimator  
 Quote for Caltrans Project# 07-1W3804

From: Mark Bates Estimator  
 Bid Date: February 7th, 2013

This quote is for striping and related items. This quote contains confidential information and is intended for the addressed person only. PCM requires a 21 day minimum notice prior to mobilization. PCM adheres to the latest Caltrans Insurance requirements. This quote is valid for 30 days from the bid date. When accepted this quote it is to be incorporated as an exhibit to the contract or a purchase order. The Contractor must adhere to Business and Professions Code Section 7108.5 & Public Contract Code 10262.5 and make monthly progress payments to PCM no later than 10 days from the date the Contractor is paid. Retention held on PCM will be released 30 days from PCM's final working day. This quote includes install & removal of temporary delineation (excluding maintenance). This quote excludes lead awareness class & light towers. Six days of required traffic control are moving lane closure. \$10,582.00 of this quote can be applied towards the DVBE goal. Please see attached vendor quote.

Number of Traffic Control Days: 6  
Traffic Control Included: No

Number of Mobilizations: 1  
Cost Per Additional Mobilizations: \$2,500.00

Item	Description	Unit of M	Quantity	Unit Price	Total
29	4" Thermoplastic Traffic Stripe	LF	11,200	\$1.00	\$11,200.00
30	6" Thermo Stripe	LF	630	\$1.95	\$1,228.50
31	8" Thermoplastic Traffic Stripe	LF	5,620	\$1.25	\$7,025.00
32	Thermo Markings	SF	210	\$19.00	\$3,990.00
33	4" Thermo Stripe (12-36) Broken	LF	5,800	\$1.28	\$7,308.00
34	8" Thermo Stripe (36-12) Broken	LF	1,930	\$1.02	\$1,968.60
35	Non-Reflective Pavement Marker	EA	490	\$7.60	\$3,724.00
36	Retro-Reflective Pavement Marker	EA	540	\$7.40	\$3,996.00
	<b>Total</b>				<b>\$40,440.10</b>

# PCM

## Pacific Coast markings

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PO Box 294906 Phelan, CA 92329-4906  
 Phone 760-868-3400

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Number of Traffic Control Days: 10  
Traffic Control Included: No

Number of Mobilizations: 2  
Cost Per Additional Mobilizations: \$2,500.00

Item	Description	Unit of M	Quantity	Unit Price	Total
1	Lead Compliance Plan	LS	LS	LS	\$2,700.00
7	Remove Yellow Thermo Stripe	LF	6,010	\$1.78	\$10,697.80
11	Remove Thermo Stripe	LF	13,400	\$1.26	\$16,884.00
12	Remove Thermo Marking	SF	210	\$15.00	\$3,150.00
13	Remove Pavement Markers	EA	1,020	\$1.00	\$1,020.00
29	4" Thermoplastic Traffic Stripe	LF	11,200	\$1.00	\$11,200.00
30	6" Thermo Stripe	LF	630	\$1.93	\$1,215.90
31	8" Thermoplastic Traffic Stripe	LF	5,820	\$1.25	\$7,025.00
32	Thermo Markings	SF	210	\$18.30	\$3,843.00
33	4" Thermo Stripe (12-36) Broken	LF	5,800	\$1.26	\$7,308.00
34	8" Thermo Stripe (36-12) Broken	LF	1,930	\$1.02	\$1,968.60
35	Non-Reflective Pavement Marker	EA	490	\$7.55	\$3,699.50
36	Retro-Reflective Pavement Marker	EA	540	\$7.36	\$3,974.40
	<b>Total</b>				<b>\$74,686.20</b>

# Abrasive Blasting Service

5465 24<sup>th</sup>. St. Riverside, CA. 92509

951-683-4692 / 951-786-9081

**CA. Contractor License No. 765558 – Certified DBE CUCP# 40447 and Small Business RIF# 61312**

**Caltrans Contract# 07-1W3804**

**07-LA, Ven-1, 10, 101, 187-Var**

**Bids on 2-07-13**

	Item	Unit of Measure	Est. Qty.	Unit Price	Item Total
01	070030 Lead Compliance Plan	LS	Lump Sum	2,500.00 LS	2,500.00
07	141103 Remove Yellow Thermoplastic Traffic Stripe ( Haz-Waste)	LF	6,010	1.00 LF	6,010.00
11	150714 Remove Thermoplastic Traffic Stripe	LF	13,400	.75 LF	10,050.00
12	150715 Remove Thermoplastic Pavement Marking	SQFT	210	2.00 SF	420.00
13	150722 Remove Pavement Marker	EA	1,020	.1.00 EA	1,020.00
37	999990 Mobilization	LS	Lump Sum	1.00 LS	3,000.00

**Total bid price of \$ 23,000.00**

**Abrasive Blasting Service is certified Small Business with State of CA. Dept. of General Services REF# 61312**

Our bid includes all labor, tools, materials and equipment necessary to complete our scope of work.

This bid is for the **removal of hazardous material** and **includes** clean-up for our scope of work only .

This bid includes up to 5 Shifts to complete our scope of work. **Delays in work caused by traffic control or any reason other than by A.B.S** will not be held against A.B.S. A.B.S reserves the right to charge for down time due to traffic control or for any reason other than by A.B.S. Additional shifts at \$3,000.00 per plus removals.

Lead compliance plan includes up to (3) persons attending in Riverside a "Lead Awareness Class". Should Contractor or State personnel require our Industrial Hygienist to hold the class at a different location, it will cost Contractor an extra \$1500.00. An alternate to these options is to have ABS Lead Foreman hold a "tail gate" class prior to removal which meets Cal-OSHA requirements of CCR 8§ 1532.1 and California Title 8 CCR (1)(1)(B).

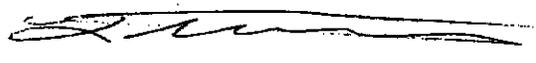
Contractor must provide dump site for waste and dispose non haz-waste within contractors normal waste mgmt. schedule  
**Bid excludes Traffic Control, Temporary and/or Painted Markings**

Abrasive Blasting Service requires a 14 business day notice prior to the start of work

**Bid is based on providing service for all items above, therefore deletion of items are not negotiable**

Abrasive Blasting Service is signatory with the Laborers International Union of North America. All work, including equipment, shall comply with all City, County, State, 29 CFR 1926.62, Title 8/Section 1532.1 and Federal rules, regulations and all applicable codes, standards, and laws of the latest edition as specified in the codes, standards and reference specifications.

**Quotation:** We propose to furnish all materials, equipment, and all labor necessary to complete the work as specified and/or amended in this proposal for the sum specified above.



Lloyd Kotab, Mobile Operations Manager / Estimator

**Acceptance:** A.B.S. is hereby authorized to complete work as specified and/or amended in the above proposal. We agree to pay the amount quoted herein including any mobilization and or shift guarantee that is listed above for said work.

\_\_\_\_\_  
Name of Company

\_\_\_\_\_  
Authorizing Signature

\_\_\_\_\_  
Date

*Abrasive*

## **BLASTING & POWDER FOAMING**

A Surface Preparation Company • [www.abrasiveblastingservice.com](http://www.abrasiveblastingservice.com)  
5465 24th Street • Riverside, CA 92509 • (951) 683-4692 • Fax: (951) 781-1024 • CA Contractor Lic. #765558

**Abrasive Blasting Service** is proud to announce we have just been **approved** by the California Unified Certification Program as a certified **Disadvantage Business Enterprise (DBE)** as defined by the United States Department of Transportation (DOT) CFR 49 Part 26.

**Our UPC Firm Number is: 40447**

In addition Abrasive Blasting Service is certified "**Small Business**" with the State of California Dept. Of General Services our **Rif No. 61312**

If our certifications can help your company when bidding future projects please give us a call.

We welcome the opportunity to be your surface preparation company. Let our knowledge and experience work for you.

**Abrasive Blasting Service**  
5465 24<sup>th</sup> Street, Riverside, CA. 92509  
Office (951)683-4692 Fax (951) 781-1024

**Fax**

To: The Estimating Dept. From: Lloyd Kotab, Estimator

Pages: 2 including coversheet

Today's Date: 2-6-13

Re: Bid for Caltrans No. 07-1W3804

Bid Date: 2-7-13

Please deliver this bid to your estimating department for their review

**Abrasive Blasting Service has many years of experience in this field and would like to submit our bid as part of your total package.**

**Abrasive Blasting Service is certified Small Business with the State of California, Department of General Services, Ref # 61312**

**If there are any problems with this transmission, Please contact Diana Winn at the number above to assist you further.**

**Thank You for your consideration and the opportunity to be part of your team.**



**Quotation**

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

Quote # 13-0217  
 Contract # 07-1W3804  
 Bid Date 2/7/2013  
 Start Date ????  
 Terms net 30

Description	Gallons	Unit Price	Total
<b>High Molecular Weight Methacrylate Sealer</b>			
Monomer - promoter - accelerator - initiator	3,330.0	\$42.00	\$ 139,860.00
price includes Sand			
Estimated Freight			\$3,600.00
Sales Tax 9.00%			\$12,587.40
		<b>Total</b>	<b>\$ 156,047.40</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



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.

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  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.
- . . . . .

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.
-



Department of  
**General Services**  
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**Business Name:** kwik

**The State of California Certifications**

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<p><b><u>KWIK BOND POLYMERS LLC</u></b> - MB                      Legal Business Name: KWIK BONDS POLYMER II LLC                      Doing Business As: KWIK BOND POLYMERS LLC                      923 Teal Dr                      BENICIA, CA 94510                      Email: Randy@kwikbondpolymers.com                      Web Page: <a href="http://www.kwikbondpolymers.com">http://www.kwikbondpolymers.com</a></p>	<p># 25239   <a href="#">View Profile</a>                      Phone: (866) 434-1772                      Fax: (707) 746-7981</p>
<p><b><u>KWIK KLEEN JANITORIAL</u></b> - MB                      Legal Business Name: KWIK KLEEN JANITORIAL                      Doing Business As: KWIK KLEEN JANITORIAL                      19230 Cheshire Street                      RIALTO, CA 92377                      Email: kwikkleen@gmail.com</p>	<p># 31773   <a href="#">View Profile</a>                      Phone: (626) 347-5745                      Fax: (909) 877-6267</p>
<p><b><u>KWIK-KLEEN</u></b> - MB                      Legal Business Name: GERALD R CROSWELL                      Doing Business As: KWIK-KLEEN                      P. O. Box 2096                      MONTCLAIR, CA 91763                      Email: kwikkleensvc@gmail.com                      Web Page: <a href="http://kwikkleen.com">http://kwikkleen.com</a></p>	<p># 1553240   <a href="#">View Profile</a>                      Phone: (909) 469-1490                      Fax: (909) 469-1492</p>



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

Via "GSO" Overnight

February 8, 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: **TREAT BRIDGE DECK, REPAIR SPALLS & REPLACE JOINT SEALS**  
Location: **07-LA, VEN-1,10,101,187-VAR**  
Contract #: **07-1W3804**  
Bid Date: **2/7/2013**  
P/C Bid #: **4798**

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