

Third Bidder

05-27-14A11:27 RCVD

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

DISTRICT-COUNTY-ROUTE: 07-LA-1,47,91,110,405,710-VAR

CONTRACT NO.: 07-1W6104

TOTAL BID: \$ 1,154,352.06

BID OPENING DATE: 5/22/14

BIDDER'S NAME: Peterson-Chase Gen Eng Const Inc.

DVBE PRIME CONTRACTOR CERTIFICATION ¹ _____

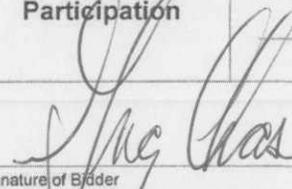
Bid Item Number	Description of Work to Be Subcontracted to DVBE or Materials to Be Supplied by DVBE ²	For Caltrans Only	DVBE (Name, Telephone No., and Certification No.)	\$ Amount
1 3 7, 12-14, 34-42	LCP (Yellow Thermo) Traffic Control (Portion) Striping and Stripe Removal		Mallard Construction Inc #1748928 714-785-5394	\$45,956.20
1	LCP (ADL)		Global Environmental Network #24765 800-230-6944	\$2,685.00
Names of first tier DVBE subcontractors and their items of work listed must be consistent with the names and items of work in the Subcontractor List (Pub Cont Code § 4100 et seq.) submitted with the bid. Identify second and lower tier subcontractors on this form.				Total Claimed Participation \$ <u>48,641.20</u> 4.21 %

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

 05/22/2014
 Signature of Bidder Date

(949) 252-0441

(Area Code) Telephone Number

Greg Chase

Contact Person (Type or Print)

Third Bidder

05-17-14A11:27 RCVD

STATE OF CALIFORNIA • DEPARTMENT OF TRANSPORTATION

CERTIFIED SMALL BUSINESS LISTING FOR THE NON-SMALL BUSINESS PREFERENCE

DES-OE-0102.B (REV 2/2011)

BIDDER NAME Peterson-Chase Gen Eng Const Inc

CONTRACT NO. 07 - 1W6104

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

Submit to:

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

Bid Item Number	Description of Work, Service, or Materials	Certified Small Business (Name, Telephone No., and Certification No.)	\$ Amount
1	LCP (ADL)	Global Environmental Network #24765 800-230-6944	\$2,685.00
1 3 7, 12-14, 34-42	LCP (Yellow thermo) Traffic Control (Portion) Striping & Removals	Mallard Construction #1748928 714-785-5394	\$45,956.20
18 21	Furnish Polyester Conc Furnish HMWM	Kwik Bond Polymers #25239 866-434-1772	\$149,242.44
33	Furnish Column Casings	C&K Johnson Ind. #24023 707-822-7687	\$56,853.72

Dick Vogels

Person to Contact

(Please Type or Print)

\$ 254,737.36

(949) 252-0441

(Area Code) Telephone Number

Total Claimed Participation

22.07 % 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.



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

License No. 878478 - A / Haz

Phone: 800-230-6944

email: GENI@SafetyGeni.com

Fax: 714-479-0809

CA DVBE / SBE No. 24765

DVBE/Est. \$1.25M

GENI Ref. No. 07-1W6104

Bid Date: 5/22/2014

May 18, 2014

Duration: 150 Working Days

SUBJECT: CA DVBE / SBE QUOTATION - CALTRANS # 07-1W6104

**TREAT BRIDGE DECK WITH METHACRYLATE AND REPLACE JOINT SEALS;
07-LA-1,47,91,110,405,710-VAR**

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

Item 1 > Lead Compliance Plan (LCP)

Options:

- | | |
|--|------------|
| 1) Lead Plan only (Certified by CIH); or | \$785.00 |
| 2) Lead Plan (Certified by CIH) and Awareness Training; or | \$1,335.00 |
| 3) Lump Sum (plan, training, air monitoring, analysis, report) | \$2,685.00 |

Item 2 > Construction Area Signs Furnished (Unframed) ^{1,3,9,10}

Lump Sum

\$7,920.00

Price based on 720 sqft of unframed signage (CAS) from sheet 3; CS-1

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

Item 3 > Traffic Control System (partial)

> Arrow Boards ^{1,2,3,8}

4 Weeks Rate (each unit)

\$575.00*

7 Days Rate (each unit)

\$245.00*

Item 4 > Portable Changeable Message Signs (partial) ^{1,2,3,8}

Purchase Used newly refurbished and painted CMS (4 at this price)

\$7,875.00 ea

4 Weeks Rate (each unit)

\$1,175.00*

7 Days Rate (each unit)

\$575.00*

Daily Rate

\$175.00

* Pick up equipment at Oakland facility or contact Kerry for delivery / pick-up

Item 5 > Job Site Management (partial - Training Services) ^{1,3,6,7}

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) ^{1,3,6,7}

Lump Sum (Est. 6 Engineering Drawings)

Option 1.A - *Plan Written by a QSP*

\$400.00

Pricing is when GENI is hired as the WPCM.

See Additional WPCM services below:

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

\$465.00

> Water Pollution Control Manager (WPCM):

GENI can be your WPCM for this project - Option 1.A QSP field work from one of GENI's seven CA offices. For bidding purposes only estimate at \$275.00/wk. Price includes CEM 2040 and once per week inspection documented on CEM 2030. Pre/During/Post will be an additional cost at \$225.00/day.

**SAFETY COURSES
OFFERED BY
SafetyGENI™**

Crane Training

CCO Written Exams
CCO Practical Exams

**Traffic Control Coning &
Flagging Awareness**

**Safety Orientation for
Construction**

Scaffold Safety Awareness

Fall Protection Awareness

**Trench Safety Competent
Person Awareness**

Trench Rescue

Confined Space

Confined Space Rescue

Urban Search & Rescue

**Respirator Training &
Fit Testing**

CPR & First Aid

Crane Operator Awareness

Forklift Training Awareness

Aerial Lift Awareness

**Hearing Conservation
Training**

**DOT HM 126F/181
Awareness**

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

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

Household Hazardous Waste

Asbestos Training

Lead Training

24 Hr SWPPP Training

Item 8 > Public Safety Plan (PSP) / Airborne Emissions Monitoring Plan (AEMP) for Polyester Concrete (PCC) & High Molecular Weight Methacrylate (HMWM) (Partial)^{1,3,5,7}

Airborne Emissions Monitoring Plan	\$745.00
Lump Sum (package)	\$3,485.00 [#]

This estimate includes mobilization, 1 bridge needing one direction air monitoring for PCC and 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	\$745.00
Each additional evening (8 hours or less)	\$775.00
Each additional test for HMWM (includes pumps & 5 samples)	\$545.00
Each additional test for Polyester Concrete (includes pumps & 5 samples)	\$545.00
Each additional mobilization	\$875.00 [#]

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)	\$775.00
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[#] Pricing is with 1 wks written notice confirming date and time of required field work. Less than 1 week notice may increase the price of mobilization by up to \$350.00 each / false starts. Prime will be charged \$350.00 for not notifying GENI within 18 hours of a canceled shift and will be charged the full mobilization if GENI mobilizes to site before being informed the shift has been canceled.



GLOBAL ENVIRONMENTAL NETWORK, INC.

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

💧 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!

💧 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.

💧 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!*

GENI - PROPOSAL
PROJECT #: 07-1W6104
PAGE 4 OF 5

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.
- ⁵ **Option 1:** Lead Compliance Plan certified by a CIH; **Option 2:** Includes option 1 and 2 hr. lead training for up to 10 personnel; **Option 3:** includes options 1 & 2 and air monitoring on same day as training, laboratory testing for up to eight 8 hour TWA samples (48 hr turn-around if required); Report Preparation by the CIH.
Additional Work: Air Monitoring for heavy metals (IH Technician @ \$75.00/Hr, CIH @ \$145.00/Hr both requiring 8 consecutive hrs min), Laboratory Analysis (at cost plus 20%); Price includes one move-in and rental of equipment. Additional move-in will be charged at 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 SWPPP billing rates will be billed as Time & Material (T&M): T&M will be billed at a standard rate of \$92.50/hour for non-Civil Engineering services and \$145.00 / hour for Registered Civil Engineering services with all services being billed in ½ hour increments. Additional manuals: billed at \$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 (n/a) 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 07-1W6104



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 95805
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 system 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.procure.dgs.ca.gov/default.htm> and select "SB/DVBE Search."



MALLARD CONSTRUCTION INC.

4

A DVBE UNION CONTRACTOR - Laborers Local # 1184

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

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

Quote No: GR-0518

Agency: Caltrans

Addenda Noted: 1 is noted

Project: Contract - 07-1W6104 - Treat Bridge Deck with
Methacrylate & Replace Joint Seals

Estimator: Gary Rivers

Email Address: gary@mallardinc.com

Bid Date: 5/21/2014

Cell Phone 714-785-5394

Item	Item Description	Quantity	Unit	Unit Price	Extended Price	
3	Traffic Control System (For Mallard Forces)	1	LS	\$ 4,500.00	\$ 4,500.00	
34	4" Thermoplastic Traffic Stripe	11,400	LF	\$ 0.92	\$ 10,488.00	
35	6" Thermoplastic Traffic Stripe	1,100	LF	\$ 1.20	\$ 1,320.00	
36	8" Thermoplastic Traffic Stripe	380	LF	\$ 1.50	\$ 570.00	
37	8" Thermoplastic Traffic Stripe (Broken 12-3)	140	LF	\$ 1.50	\$ 210.00	
38	Thermoplastic Pavement Marking	310	SF	\$ 4.00	\$ 1,240.00	
39	4" Thermoplastic Traffic Stripe (Broken 36-12)	4,300	LF	\$ 0.50	\$ 2,150.00	
40	4" Thermoplastic Traffic Stripe (Broken 17-7)	220	LF	\$ 0.50	\$ 110.00	
41	Pavement Marker (Non-Reflective)	330	EA	\$ 1.50	\$ 495.00	
42	Pavement Marker (Retroreflective)	380	EA	\$ 3.00	\$ 1,140.00	
44	Mobilization	1	LS	\$ 2,000.00	\$ 2,000.00	
Removals can be deleted at contractor's request						
1	Lead Compliance Plan (For Yellow Removals Only)	1	LS	\$ 1,500.00	\$ 1,500.00	
3	Traffic Control System (For Mallard Forces)	1	LS	\$ 4,500.00	\$ 4,500.00	
7	Remove Yellow Thermoplastic Traffic Stripe	9,090	LF	\$ 0.98	\$ 8,908.20	
12	Remove Thermoplastic Traffic Stripe	6,410	LF	\$ 0.50	\$ 3,205.00	
13	Remove Thermoplastic Pavement Marking	310	SF	\$ 3.00	\$ 930.00	
14	Remove Pavement Marker	690	EA	\$ 1.00	\$ 690.00	
44	Mobilization	1	LS	\$ 2,000.00	\$ 2,000.00	
	ITEM 1 LCP 50%					
	ITEM 3 TRAFFIC CTL 9%					
	ITEMS 7, 12-14, 34-42 STRIPING					
REMOVALS 100%					BID TOTAL:	\$ 45,956.20

Project Terms & Conditions:

- A minimum of 15 working days prior notification is required for each move-in. Mallard Const. will not be impacted by Liquidated Damages assessed by the Contractor / Agency due to an inadequate amount of time to completed Mallard Construction Operations.
- The following materials and services are included in this quote: Thermoplastic [No], Paint [No], Markers [No], Traffic Signs-Striping Plans Only [No], Mast Arm Signs - To be Supplied Only [No], Thermo/ Paint removal [No], Marker removal [No], Temporary striping [No], Temp tab removal [No], Post "No Parking" Signs [No], Curb Painting [No], Channelizers [No]
- [1] Total move-ins included in this quote for permanent striping / Striping Removals. Additional move in charge. \$1,950.00
- No Traffic control is included in this quote. Traffic control when included in this quote is only for Mallard Const. Operations.
- If General Contractor or any of its sub-contractors work within Mallard Const. traffic control, the expense will be shared accordingly at Mallard Const. discretion. No advance posting, signing, or CMS is included for Mallard Const. traffic control.
- Prime Contractor to provide us with a JOBSITE secure area for temporary storage of all hazardous stripe removal debris.

- G. Prime Contractor to provide disposal area & dispose of all non-hazardous stripe & marker debris. Disposal area to be on site.
- H. Pre-stripping pavement preparation, including sweeping, concrete curing material removal are to be provided by others.
- I. If Bonding is required Please add 3% to the total bid price. A minimum price of \$ 400.00 will be required for all bonds.
- L. Contractor is responsible for markings of all sign & post installations. It's Contractor's responsibility to install & remove USA Markings.

Payment Terms:

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

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

General Terms & Conditions

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

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

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

Prices are based on Plans & Specifications available at bid time, including all addenda. Any request for work (post bid) under conditions differing from those represented by the Prime Contract Documents, including but not limited to; altered phasing or staging, design changes, modified layout resulting from plan errors or inaccurate designs, will require payment for additional work to be made to Mallard Const. at an amount agreed upon prior to performing this work. If an amount cannot be agreed upon prior to performing the additional work the amount will be determined using Caltrans Force Account Rates or unit prices established in the bid pricing schedule, or a combination thereof; whichever method results in a higher overall payment.

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

Price Includes General Liability Insurance coverage up to Two Million Dollars, Auto Liability up to One Million Dollars, and Umbrella Liability up to Five Million Dollars. Bid Price does not includes 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:

200.prop1.doc

ji C&K JOHNSON INDUSTRIES, INC.

1061 Samoa Blvd., Arcata, CA 95518 (707) 822-7687 FAX: (707) 822-5813

C & K JOHNSON INDUSTRIES IS AN AISC CERTIFIED Cbr (CATEGORY III) SHOP

C & K JOHNSON IS AN SBE REGISTERED WITH THE CALIFORNIA OSDS. # 24023

PROPOSAL AGREEMENT

PROPOSAL TO: BIDDING CONTRACTORS

BID DATE: 5/22/14

PROJECT: CALTRANS 07-1W6104, LOS ANGELES CTY., RTE. 1, 47, 91, 110, 405, 710, VARIOUS LOCATIONS.

DATE: 5/22/14

BID #: 200

SUBMITTED BY: DON WATTENBARGER

C & K Johnson Industries Inc. proposes to furnish the items noted herein for installation by others on the above-referenced project in conformance with the bid documents and subject to the terms and conditions herein. This proposal shall remain in effect only for thirty days. Price and delivery may be subject to adjustment in that time period as noted in conditions below. The Total Price herein is contingent upon material delivery commencing approximately within 60 days of execution of a written agreement, with final delivery no later than 360 days of execution of a written agreement. If, through no fault of JI, its work must be performed during period other than that specified above, the price for that portion of the work shall be subject to a negotiated increase. Prices noted herein are subject to Buyer stipulating referenced items at time of execution of written agreement.

ITEM #	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	TOTAL AMOUNT
33	COLUMN CASING: (SUPPLY PRIME COATED ONLY) Supply steel fabrications per Contract Plans and Special Provision Section 55-2, Column Casings. Includes: <ul style="list-style-type: none"> Supply 22 ea. column casing in 2 pieces with edges beveled and backing bar attached for field welding vertical seams, grout ports, fit up clips and lifting eyes attached. Shop blast and prime coat per Special Provisions inside and out. Edges masked for field weld. Freight to jobsite in 22 truckloads. Excludes: <ul style="list-style-type: none"> Field dimensions, offloading, installation, field welding, field touch up coating, final coat and preparation, waterproofing, spacers, filler material, grout. 	19,404	LB	\$2.93	\$56,853.72

ITEM INCLUDES WELDING QUALITY CONTROL IN OUR SHOP IN ACCORDANCE WITH J.I.'s Caltrans APPROVED Cbr (Category III) QUALITY CONTROL MANUAL AND INCLUDES SHOP FABRICATION DRAWINGS.

Conditions:

Price includes freight to jobsite in 1 truckload. Additional truckloads shall be billed at \$2200 per truckload.

PRICE EXCLUDES field dimensions, offloading at jobsite, installation, SALES TAX and all items not specifically listed above.

Price and delivery subject to price of steel on the ground at time of bid.

Delivery in 8-10 weeks from receipt of all field dimensions, approved shop drawings, approval to begin work.

NOTWITHSTANDING REFERENCES TO DRAWINGS, PLANS, SPECIFICATIONS OR SPECIAL CONDITIONS, IT IS UNDERSTOOD AND AGREED THAT THE "GENERAL TERMS AND CONDITIONS" OF JI ARE HEREBY MADE PART OF THIS PROPOSAL AND ARE THE SOLE TERMS AND CONDITIONS APPLICABLE TO THIS PROPOSAL. SHOULD THIS PROPOSAL BE NAMED IN ANY CONTRACT DOCUMENTS PREPARED BY THE BUYER, THE PROVISIONS OF THIS PROPOSAL, INCLUDING JI'S GENERAL TERMS AND CONDITIONS SHALL GOVERN WHEREVER THEY CONFLICT WITH ANY PROVISION OF SUCH CONTRACT DOCUMENTS.

ACCEPTANCE: The above Proposal, including all documents therein, shall constitute a Contract when executed by each party below, or when Buyer gives JI written or oral notice to proceed, whichever occurs first.

Buyer:

JI

By:

By:

Title:

Title:

Date:

Date:

200.prop1.doc

JI - GENERAL TERMS & CONDITIONS

ACCEPTANCE: Written or oral notice by Buyer to proceed shall constitute acceptance by Buyer of this Proposal, including these General Terms and Conditions. This Proposal is binding upon Johnson Industries when accepted by Buyer within the time specified herein. Acceptance after the time specified is at the discretion of Johnson Industries. In the event JI elects to accept the work all these General Terms and Conditions shall apply but may be subject to pricing adjustments.

DELIVERY: F.O.B. Johnson Industries, Inc. Upon arrival of any material at the delivery site, Buyer shall inspect it prior to unloading and shall note any damage or quantity variations on the carrier's bill of lading. JI shall have no liability whatsoever with respect to any damage not so noted. Delivery of material can commence per a mutually agreed upon written schedule as specified in the Proposal.

PAYMENT TERMS: Full payment for one hundred percent (100%) of materials and labor F.O.B. Arcata plant and held or shipped during each month shall be due and payable on the 15th of the following month of delivery. Prices herein are based upon material on hand payments for items delivered to Buyer but not incorporated into the work. Accounts past due shall bear interest at the rate of one and one-half percent (1-1/2%) per month or the maximum rate allowed by the prevailing law, whichever is less. Prices quoted exclude any applicable taxes (state, federal & local).

DESIGN: JI shall not have any liability whatsoever for the design or details of others, and Buyer shall defend, indemnify and hold JI free and harmless of any such claims or liability.

WORKMANSHIP: JI agrees to replace any product furnished hereunder which is found to be defective or not in conformance with the contract requirements, provided, JI's liability for any and all losses and damages, direct and consequential, sustained by Buyer and/or others arising out of the performance of this Contract shall be limited to the replacement of defective or non-conforming product, and then only when JI receives timely notice in accordance with the provisions of this Contract so that replacement may be made prior to the installation of such product.

INSPECTION AND TESTING: JI's quality control program will be used at the place of manufacture. Additional inspection and testing to be done at place of manufacture as required by Contract Plans and Specifications is included. Any additional NDT testing done after shipment from JI, together with all required repair work to correct welding deficiencies discovered thereby, and any associated delays or expenses caused by such repairs, are excluded.

DELAY OR FAILURE TO PERFORM: JI shall be excused for any delay or failure in performance due to an act of God, war, riot, embargo, an act of any civil or military authority, fire, flood, accident, quarantine restriction, mill condition, strike, difference with workers, delay in transportation, shortage of transportation, fuel, labor, equipment or equipment failure, delay by Buyer in the approval of any re-design or shop drawing of JI, Supplier failure to perform, or any other cause beyond the reasonable control of JI.

CLAIMS: Any claim of shortage, adjustment or correction of product furnished by JI must be made in writing and submitted to JI within five (5) days after such product has been delivered. Any such claim not so submitted is forever waived.

TERMINATION: If under the terms of this Contract or the prime contract the price is to be increased through negotiation, JI shall, in the absence of agreement on a new price, have the right to terminate this Contract without any liability to Buyer or third party. In the event of a termination of this Contract for any reason by either Buyer or JI, any work in progress, including administrative and pre-fabrication costs, shall be paid for by Buyer subject to an equitable adjustment in price by JI. In the event the parties cannot agree the matter shall be submitted to Arbitration under the procedures described herein.

COST AND CHARGES TO JI: With respect to any work claimed to be performed by Buyer for JI's account: JI shall receive prior notice thereof; JI shall have the right to perform such work; JI shall receive written notice of the costs incurred by Buyer therefore within ten (10) days of the date such costs were incurred. If not so notified, JI shall have no liability therefore. JI hereby reserves the right to dispute any such claim of Buyer.

SUPPLY BOND: At the request of Buyer, a supply bond for one hundred percent (100%) of the material to be furnished hereunder shall be provided by JI at Buyer's expense.

PAYMENT: If Buyer fails to make payment to JI when due, or if, in JI's sole and reasonable opinion, Buyer's ability to make future payment becomes impaired, Buyer shall be in default of this Contract, JI shall be entitled to terminate all remaining shipments without any liability whatsoever to Buyer, and JI shall be entitled to recover from Buyer its damages. Furthermore, if at any time during the performance of this Contract, payment is not received by JI within forty-five (45) days from date of invoice, all remaining material shipments shall be made on a COD-basis. If the prime contract documents between Buyer and Owner contain more favorable terms for Buyer, these more favorable terms shall automatically become incorporated herein and shall be the basis for payment under this Contract. Buyer's failure to meet these payment terms shall be cause for JI's cancellation of this contract without liability.

LIABILITY OF BUYER: Buyer agrees that Buyer is liable to JI for the Total Price and the terms of payment thereof as set forth in this Contract. If any progress payment or the final payment is not timely made by Owner to Buyer, regardless of the reason for non-payment, Buyer shall be liable for full and timely payment of balance of contract to JI. Any unpaid balance of the Total Price shall be due and payable by Buyer to JI thirty (30) days after substantial performance by JI of its delivery obligation under this Contract.

INDEMNIFICATION: Other than is provided herein, JI and Buyer shall indemnify and save harmless one another against any liability, loss or expense incurred or suffered in consequence either of bodily injury to any person (including death), or damage to any property, to the extent due to any negligent or willful act or omission of the other or of any subcontractor thereof, or of any officer, agent or employee of the other, arising out of its work and equipment on/related to the project.

DISPUTES: All claims, disputes, and other matters in question between the Buyer and JI arising out of or relating to either's obligation to the other under this Material Contract, shall be submitted to mediation under the Mediation Guidelines, California Business and Professions Code, Sections 465-471.5 and evidence code, Section 1152.5. Any unresolved issues remaining after mediation shall be decided by binding arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association. The

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decision of the arbitration procedure shall be final and judgement shall be entered thereon in accordance with the applicable laws of the State of California. All parties shall proceed with their obligations under this Material Contract pending any Arbitration proceedings. These arbitration provisions apply without any limitations as to the amount in dispute. The venue for all proceedings shall be the place of manufacture: Arcata, California.

ATTORNEYS' FEES AND COSTS: In the event any legal action or arbitration procedure arises out of this Contract requiring the use of attorney's services the prevailing party shall be entitled to recover from the other its reasonable attorneys' fees/costs of suit.

INSURANCE: Buyer agrees, at Buyer's option, to insure against loss from fire and extended coverage perils. Buyer's interest, including JI's interest, in the entire structure on which work of this Contract is to be done, including all property, equipment and supplies. If Buyer does not maintain such insurance in an adequate amount, Buyer shall reimburse JI for any loss which would have been recoverable therefrom. If Buyer's contract or purchase order places greater responsibility upon JI or requires further insurance coverage, JI, if specifically directed in writing by Buyer, shall obtain additional insurance (if procurable) to protect JI, at Buyer's expense, but JI shall not be responsible for property damage from any cause, including fire and explosion, beyond the amounts and coverage's of JI's insurance, and Buyer agrees to hold JI harmless from the cost of any such damage, including all expenses related thereto.

TECHNICAL ASSISTANCE: Technical assistance provided by JI is of a consulting nature and shall not relieve Buyer of its responsibility to supervise and construct the project in accordance with the contract documents.

SAFETY: Buyer agrees to indemnify and hold JI harmless for any fines, penalties, damages, attorney's fees, or any other expense incurred as a result of Buyer's failure to comply with any federal or state OSHA regulation or any other governmental or industrial safety requirement or standard.

TIME OF ESSENCE: With respect to all matters in this Contract, time is of the essence.

FXCVRSHT

C & K Johnson Industries, Inc.

1081 SAMOA BLVD
Arcata, CA 95521

(707) 822-7687 ph
(707) 822-5813 fax

Fax Cover Sheet

FAX COVER SHEET

DATE:

TIME:

TO:

BIDDING CONTRACTORS

FAX:

PH:

ATTN:

FROM:

DON WATSON BARRER

TOTAL NUMBER OF PAGES INCLUDING THIS COVER SHEET
IF THERE ARE ANY PROBLEMS WITH THIS FAX TRANSMISSION, PLEASE CALL ME AT (707) 822-7667

RE:

SUPPLEMENT TO QUOTE 200

07-1W6104

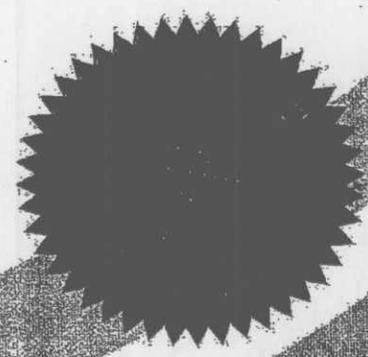
COPY TO:



R & B Protective Coatings, Inc.
 of Linden, CA

*has met or exceeded the requirements set forth in the
 SSPC Painting Contractor Certification Program for*

**APPLICATION OF
 PROTECTIVE COATINGS
 SSPC-QP 3**
 Enclosed Shop



Stephen P Collins

.....
 President, SSPC
 March 31, 2013 – March 31, 2014

.....
 Validation Period

Owners are advised to contact SSPC at 412-281-2331 ext. 2235 or ext. 2209 to verify authenticity of certification.

May 22 2014 11:03am P003/003

Fax: 707-822-5813

JOHNSON INDUSTRIES



of **Techno West, Inc.**
Anaheim, CA

*has met or exceeded the requirements set forth in the
 SSPC Painting Contractor Certification Program for*

**APPLICATION OF
 PROTECTIVE COATINGS
 SSPC-QP 3**

Enclosed Shop

John P. Collins

 President, SSPC

March 31, 2013 – March 31, 2014

.....
 Validation Period



Owners are advised to contact SSPC at 412-281-2331 ext. 2235 or ext. 2209 to verify authenticity of certification.



25239

Quotation

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

Quote # 14-0222
 Contract # 07-1W6104
 Bid Date 5/22/2014
 Start Date ????
 Terms net 30

Description	CF	CF Price	Total
PPC 1121 Drums & 2-ton SS	1,184	\$59.00	\$69,856.00
Estimated Freight			\$4,800.00
		Sub Total	\$74,656.00
Sales Tax 9.0%			\$6,287.04
		Total	\$80,943.04

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



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

Quotation

Quote # 14-0223
 Contract # 07-1W6104
 Bid Date 5/22/2014
 Start Date ????
 Terms net 30

Description	Gallons	Unit Price	Total
High Molecular Weight Methacrylate Sealer			
KBP 204	1,536.5	\$40.00	\$61,460.00
Monomer - promoter - accelerator - initiator			
	Quantity	Unit Price	
Top Sand - 2800 # pallets	10	\$252.00	\$2,520.00
Estimated Freight			\$2,400.00
Sales Tax 9.0%			\$5,758.20
		Total	\$72,138.20

61,460.00

1,200

5,639.40

\$68,299.40

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.

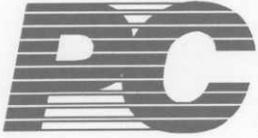
Delivery is subject to contractor being current on all obligations owed to Kwik Bond Polymers on all projects as of the date of requested delivery.

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



PETERSON/CHASE
GENERAL ENGINEERING
CONSTRUCTION, INC.

Third Bidder

Via "GSO" Overnight

May 23, 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: **TREAT BRIDGE DECK W/METHACRYLATE & REPLACE JOINT SEALS**
Location: **07-LA-1,47,91,110,405,710-VAR**
Contract #: **07-1W6104**
Bid Date: **5/22/2014**
P/C Bid #: **5015**

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