

# Low Bidder

02-03-14 A11:25 RCVD

STATE OF CALIFORNIA - DEPARTMENT OF TRANSPORTATION  
**CERTIFIED DVBE SUMMARY**  
 DES-OE-0102 5 (REV 3/2008)

DISTRICT-COUNTY-ROUTE: 04 - Solano - 80,113, 505  
 CONTRACT NO: 04-3E5004  
 TOTAL BID: \$705,660.<sup>60</sup>  
 BID OPENING DATE: 1-28-14  
 BIDDER'S NAME: Myers and Sows Construction, LP  
 DVBE PRIME CONTRACTOR CERTIFICATION <sup>1</sup>

Bid Item Number	Description of Work to Be Subcontracted to DVBE or Materials to Be Supplied by DVBE <sup>2</sup>	For Caltrans Only	DVBE (Name, Telephone No., and Certification No.)	\$ Amount
1, 8, 10, 11, 22-25	Lead Compliance Plan, Place and Remove Striping and Markers, Mob for Mallard Const. work		Mallard Construction Inc. 714-785-5394 #1748928	\$30,930. <sup>00</sup>
3	Traffic Control - Purchase Arrow Board		Hank Reardon 916-834-3741 #1512842	\$4,500. <sup>00</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.			<b>Total Claimed Participation</b>	\$35,430. <sup>00</sup> 5. <sup>03</sup> %

<sup>1</sup> 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).  
<sup>2</sup> If 100% of an item is not performed or supplied by the DVBEs, describe the exact part, including the planned location of work to be performed, of item to be performed or supplied by DVBE.

Submit to:

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

  
 Signature of Bidder Date 2-3-14  
916-283-9950  
 (Area Code) Telephone Number  
 Contact Person Joseph Goehring (Type or Print)

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



*Payment Terms:*

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

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

*General Terms & Conditions*

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

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

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

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

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

Price includes General Liability Insurance coverage up to Two Million Dollars, Auto Liability up to One Million Dollars, and Umbrella Liability up to Five Million Dollars. Bid Price does not include cost for insurance requirement beyond that requirement. Price does not include any special insurance requirement (i.e. Railroad Insurance, etc). An additional cost will be required for this type of policy.

Mallard Const. requires fifteen (15) working days notice prior to commencement of any production activity. If any of Mallard Const. work will be a controlling operation on the critical path of this project, Mallard Const. must be notified in writing prior to execution of the Subcontract Agreement and provided with a CPM schedule which details this work. Failure to provide this information will waive the Contractor's right to recover liquidated damages from Mallard Const. for this work.

All changes to the original scope of work or proposed extra work must be directed by the Contractor in writing prior to Mallard Const. performing this work.

For the purpose of this Subcontract Quotation one (1) move-in is considered to be: a period of consecutive eight (8) hour days of continuous work, not including weekends and holidays. Any discontinuities in this period, other than weekends and holidays, or for our own convenience, will be charged as an additional move-in at the Addition Move-in Charge as quoted herein.

Mallard Const. must receive a letter of intent to award us the subcontract no later than (30) calendar days after bid date or this Subcontract Quotation becomes null and void. Also, This quote shall become a part of any and all subcontract agreements and / or purchases orders related to the project. Violation of this action can nullify this proposal.

Submitted by: Gary Rivers, Estimating Manager  
Cell Phone 714-785-5394, Fax Number 714-974-1753

I hereby accept all terms and conditions of this proposal and that this proposal will be incorporated into all contract agreements

Signature: \_\_\_\_\_ Print Name: \_\_\_\_\_  
Company: \_\_\_\_\_ Position: \_\_\_\_\_

**DVBE # 1512842**

Date: 1/28/2014

Contract: 04-3E5004

To: Prospective Bidder

ATTN: Estimating Department

	<u>Purchase</u>	<u>Monthly Rental</u>
2012 Wanco Message Board	\$16,000.00	\$1,700.00
<i>A</i> 2012 Wanco Arrow Board	\$4,500.00	\$800.00
2012 Wanco Light Tower	\$7,800.00	\$1,200.00
2012 Wanco Radar Trailer	\$7,400.00	N/A
2012 Scorpion Attenuator (For a Flatbed)	\$19,500.00	N/A
2012 Scorpion Attenuator (For a Dump Truck)	\$20,500.00	N/A

We also sell traffic control supplies!

Excludes Taxes and any Special Delivery Charges

Our quote maybe broken up as needed by the contractor

Sincerely,

Dewey Seymore  
President  
Hank Rearden, Inc.

Hank Rearden, Inc. is a certified **SBE & DVBE #1512842**  
2554 Millcreek Dr. Sacramento, CA 95833 P: 916-834-3741 F: 916-993-5269