

# Low Bidder

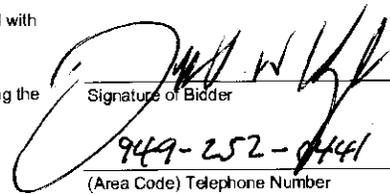
14A10:06 RCVD

DISTRICT-COUNTY-ROUTE: 12 - ORA - 5 VAR  
 CONTRACT NO.: 12-0M7304  
 TOTAL BID: \$ 870,166.60  
 BID OPENING DATE: 3/20/14  
 BIDDER'S NAME: PETERSON-CHASE GEN. 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
2-4, 10-12, 23-35, 35	TRAFFIC CONTROL (ADDITION), STRIPE & STRIPE REMOVAL, MOBILIZATION		MALLARD CONSTRUCTION INC. # 1748928 714-785-5394	72,228.00
Names of first tier DVBE subcontractors and their items of work listed must be consistent with the names and items of work in the Subcontractor List (Pub Cont Code § 4100 et seq.) submitted with the bid. Identify second and lower tier subcontractors on this form.			<b>Total Claimed Participation</b>	\$ <u>72,228.00</u> <u>8.3</u> %

1. DVBE prime contractors must enter their DVBE reference number or their DBA name as listed with Department of General Services (DVBE prime contractors are credited with 100 percent DVBE participation and need not complete the above table).

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

 3/20/14  
 Signature of Bidder Date  
949-252-0441  
 (Area Code) Telephone Number

Submit to:

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

DICK UOGELS  
 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

**CONTRACT NO.** 12 - 0M7304

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
16	FURNISH HMMM	Kwik Bond Polymers #25239 866-434-1772	260,144.32
2-4, 10-12, 23-33, 35	STRIPING, TRAFFIC CONTROL (PORTION), STRIPE REMOVAL (PORTION), MOBILIZATION (PORTION)	MALLARD CONSTRUCTION, INC. #1748928 714-785-5394	72,228.00
7	WPCP	ASHBAUGH CONSULTING #1403260 714-895-3782	495.00

Dick Vogels  
Person to Contact (Please Type or Print)  
949-252-0441  
(Area Code) Telephone Number

**Total Claimed Participation** \$ 332,867.32  
38.25% 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.



## Quotation

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

Quote # 14-0149  
 Contract # 12-0M7304  
 Bid Date 3/20/2014  
 Start Date ????  
 Terms net 30

Description	Gallons	Unit Price	Total
<b>High Molecular Weight Methacrylate Sealer</b>			
KBP 204	5,686.0	\$40.00	\$227,440.00
Monomer - promoter - accelerator - initiator			
	<b>Quantity</b>	<b>Unit Price</b>	
Top Sand - 2800 # pallets	32	\$252.00	\$8,064.00
Estimated Freight			\$5,800.00
Sales Tax 8.0%			\$18,840.32
		<b>Total</b>	<b>\$260,144.32</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.

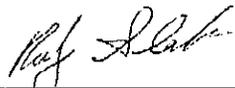
**Lead Time:** Contractors should allow maximum lead time, but not less than 5 weeks prior to delivery date.

**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.

**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

ASHBAUGH  
CONSULTING, INC.



9151 Parliament Avenue,  
Westminster, CA 92683  
ph. 714.895.3782 // fx. 714.895.3792  
robert@ashbaughconsulting.com

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

**SBE (Micro) # 1403260**

**Bid Ref. No. 12-0M7304**

**MARCH 19, 2014**

**Bid Date: 03/20/14**

**EST. DURATION: 90 WRKG DAYS**

**SUBJECT: CA SBE (Micro) # 1403260 QUOTATION - CALTRANS # 12-0M7304**

**12-ORA-5; METHACRYLATE SEAL BRIDGE DECKS AND REPLACE FALLING JOINT SEALS**

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

**Item 7 > PREPARE WATER POLLUTION CONTROL PROGRAM (WPCP) <sup>1,2,3</sup>**

*Lump Sum (Est. 10 Engineering Dwgs)*

**\$495.00**

**SUPERSCRIPT NOTES**

- <sup>1.</sup> Ashbaugh Consulting, Inc. carries the following insurance: Professional Liability \$1,000,000 each claim, \$2,000,000 aggregate and \$1,000,000 general liability each and \$2,000,000 aggregate.
  - A onetime Fifty Dollars (\$50.00) processing fee will be added to all contracts requiring insurance endorsements for General Liability.
  - Insurance endorsements requiring CG2010#### or similar insurance and Primary wording will be charged an additional Three Hundred Fifty Dollars (\$350.00) processing fee.
- <sup>2.</sup> Price includes submittal of three (3) copies of the Final WPCP delivered via USPS ground. NOTE: Ashbaugh Consulting 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 Ashbaugh Consulting for our review and plan update if necessary. Corrections / additions to the plan due to errors or omissions on behalf of the contractor or Caltrans 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, Temporary Creek Diversion System Plan, Recycling or Batch Plant BMP systems / drawings.** Maintenance of WPCP billing rates will be billed as Time & Material (T&M): T&M will be billed at a standard rate of \$75.00/hour for non-Civil Engineering services and \$150.00 / hour for Registered Civil Engineering services with all services being billed in ½ hour increments. Additional manuals: billed at \$80.00 for the initial manual and \$60.00 for each consecutively assembled manual. Additional material / expenditures will be billed at cost plus \$50.00 or cost plus 20 percent which ever is greater.
- <sup>3.</sup> Unless specifically stated in this bid proposal the customer will pay for all additional shipping charges at cost plus a 15% handling fee.

Should you have any questions please contact the undersigned,

*Robert D. Ashbaugh*

Robert D. Ashbaugh  
Chief Operations Officer / Estimator



**PROCUREMENT DIVISION**

Office of Small Business and DVBE Services

707 Third Street, 1st Floor, Room 400 • PO Box 989052

West Sacramento, California 95798-9052 • (800) 559-5529

~~ASHBAUGH CONSULTING PROPOSAL CALTRANS # 12-0M7304~~

SB APP

July 20, 2012

Supplier #1403260  
Ashbaugh Consulting, Inc.  
9151 Parliament Avenue  
WESTMINSTER CA 92683

Dear Business Person:

Congratulations on your certified small business status with the State of California. Your certification entitles 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 July 20, 2012 to July 31, 2014

Business Types

Service

Classifications

- 601042 - Water testing and conservation and ecology
- 701715 - Development
- 721411 - Infrastructure building and surfacing and paving services
- 761220 - Landfill services
- 771019 - Pollution investigation services
- 771216 - Soil pollution
- 771217 - Water pollution
- 781021 - Pipeline services
- 811015 - Civil engineering
- 831015 - Water and sewer utilities

Proof of Certification Status





# MALLARD CONSTRUCTION INC.



**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: MALLARDCONST.INC@HOTMAIL.COM

Quote No: GR-0345

Agency: Caltrans

Addenda Noted: 1 is noted

Project: Contract 12-0M7304 - Methacrylate Seal Bridge Decks  
and Replace Falling Joint Seals

Estimator: Gary Rivers

Email Address: [Estimating@mallardinc.com](mailto:Estimating@mallardinc.com)

Bid Date: 3/20/2014

Cell Phone 714-785-5394

Item	Item Description	Quantity	Unit	Unit Price	Extended Price
2	Traffic Control System (For Mallard Forces Only)	1	LS	\$ 10,000.00	\$ 10,000.00
3	Temporary Pavement Marking (Paint)	2,050	SF	\$ 1.75	\$ 3,587.50
4	Temporary Traffic Stripe (Paint)	32,400	LF	\$ 0.20	\$ 6,480.00
10	Remove Thermoplastic Traffic Stripe	33,800	LF	\$ 0.37	\$ 12,506.00
11	Remove Thermoplastic Pavement Marking	2,050	SF	\$ 2.00	\$ 4,100.00
12	Remove Pavement Marker	1,940	EA	\$ 1.00	\$ 1,940.00
23	4" Thermoplastic Traffic Stripe	23,600	LF	\$ 0.40	\$ 9,440.00
24	8" Thermoplastic Traffic Stripe	2,270	LF	\$ 0.85	\$ 1,929.50
25	8" Thermoplastic Traffic Stripe (Broken 12-3)	370	LF	\$ 0.85	\$ 314.50
26	Thermoplastic Pavement Marking	2,050	SF	\$ 3.65	\$ 7,482.50
27	4" Thermoplastic Traffic Stripe (Broken 6-1)	200	LF	\$ 3.00	\$ 600.00
28	4" Thermoplastic Traffic Stripe (Broken 36-12)	11,000	LF	\$ 0.35	\$ 3,850.00
29	4" Thermoplastic Traffic Stripe (Broken 17-7)	3,540	LF	\$ 0.35	\$ 1,239.00
30	8" Thermoplastic Traffic Stripe (Broken 36-12)	260	LF	\$ 1.00	\$ 260.00
31	Paint Traffic Stripe (2-Coat)	9,200	LF	\$ 0.12	\$ 1,104.00
32	Pavement Marker (Non-Reflective)	970	EA	\$ 1.50	\$ 1,455.00
33	Pavement Marker (Retroreflective)	980	EA	\$ 3.00	\$ 2,940.00
35	Mobilization	1	LS	\$ 3,000.00	\$ 3,000.00
<b>BID TOTAL:</b>					<b>\$ 72,228.00</b>

### Project Terms & Conditions:

- A. 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.
- B. The following materials and services are included in this quote: Thermoplastic [Yes], Paint [Yes], Markers [Yes], Traffic Signs-Striping Plans Only [No], Mast Arm Signs - To be Supplied Only [No], Thermo/ Paint removal [Yes], Marker removal [Yes], Temporary striping [Yes], Temp tab removal [No], Post "No Parking" Signs [No], Curb Painting [No], Channelizers [No]
- C. [ 2 ] Total move-ins included in this quote for permanent striping / Striping Removals. Additional move in charge. \$2,000.00
- D. Traffic control is included in this quote. Traffic control when included in this quote is only for Mallard Const. Operations.
- E. 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.
- F. 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-striping 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 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: \_\_\_\_\_



# MALLARD CONSTRUCTION INC.

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. (760) 550-1645 Fax (714) 974-1753  
E-MAIL: [gary@mallardinc.com](mailto:gary@mallardinc.com)

Agency: California Department of Transportation

Addenda Noted: 1 is noted

Project: Contract - 12-0M7304 - Methcrylate Seal bridge deck and replace falling joint seals

Quote No.: GR-0345

Estimator: Gary Rivers

Bid Date: 3/20/2014

Cell Phone: 714-785-5934

3 Traffic Control System (See Below Item)			
Single Lane, 1 Direction, 1 Location , 2 Laborers (8 Hours)		\$	1,575.00
Each Additional Lane within the same closure		\$	200.00
Complete Freeway Closure, 1 Direction, 2 Laborers (8 Hours)		\$	1,575.00
Ramp Closure: 1 to 4 Ramp Maximum with 2 Laborers (8 Hours)		\$	1,575.00
(No Charge for Ramp Closure within Closed Lane)			
Additional Closure (of equal or lesser value) performed by the same crew during any work shift will be charged at 50%			
2 Man Flagging Operation (8 hrs on site)		\$	1,575.00
3 Man Pilot Car (8 Hrs on site)		\$	2,075.00
One Man Crew with / Truck & Equipment (8 Hrs on site)		\$	1,050.00
Additional Laborers (8 Hrs on site)		\$	690.00
Attenuator Truck W/ Driver (8 Hrs onsite - \$ 0.49 per mile charge)		\$	990.00
Attenuator Truck without Driver ( \$ 0.49 per mile charge)			
Daily		\$	300.00
Weekly		\$	1,000.00
Monthly		\$	3,500.00
PCMS Boards			
Daily		\$	175.00
Weekly		\$	495.00
Monthly		\$	1,000.00
Any time after 8 hours will be charge to the contractor as an overtime rate of \$ 105.00 per hour per person.			
First 8 Hours on a Saturday or Sunday please add \$ 285.00 per person for overtime rate difference			
Cancellations Policy:			
4 Hrs prior to Show up			No Charge
Show up time Per Person			4 Hour minimum
Directly after set up of Freeway / Ramp Closure			Total man hours (portal to portal)
Hourly Rate for above cancellations will be charge at \$ 85.00 Per Hour & \$ 20.00 per hr for Truck.			

**Project Terms & Conditions:**

- A. A minimum of 10 working days prior notification is required for each move-in.
- B. The following materials and services are included in this quote: Traffic Control Services [Yes]
- C. Mallard Traffic Control will need approximately one hour for set up time and one hour for pick up closure.
- D. Any time after 8 hours will be charged to the contractor as overtime at the rate of \$ 105.00 per person per hour.
- E. Contractor is liable for lost or damaged equipment removed or relocated by contractor forces.
- F. If there are any issues or concerns regarding Mallard Construction Traffic Control product or work, Contractor Shall promptly notify and give Mallard Const. first opportunity to correct any such problems.
- G. Estimate is good for 60 calendar days from the bid date
- H. No Retention held for Traffic Control or Rental Equipment.

**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.

No Retention is to be held for Traffic Control or Rental Equipment.

**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.

Mallard Const. requires Ten (10) 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, Estimator

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: \_\_\_\_\_



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

# Low Bidder

03 A10:06 RCVD

Via "GSO" Overnight

March 20, 2014

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: **METHACRYLATE SEAL BRIDGE DECKS & REPLACE FALLING JOINT  
SEALS**  
Location: **12-ORA-5-VAR**  
Contract #: **12-0M7304**  
Bid Date: **3/20/2014**  
P/C Bid #: **4969**

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