

# Third Bidder

05-25-16P03:23 RCVD

STATE OF CALIFORNIA • DEPARTMENT OF TRANSPORTATION

## CERTIFIED SMALL BUSINESS LISTING FOR THE NON-SMALL BUSINESS PREFERENCE

DES-OE-0102.8 (REV 2/2011)

**BIDDER NAME** Myers and Sons Construction, LP

**CONTRACT NO.** 04 - 2J2504

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, 10, 14-16, 35-41	LCP, Remove and Place Striping and Markers, Mobilization for Mallard work	Mallard Construction Inc. 714-785-5394 #1748928	\$89,165. <sup>00</sup>
2	Construction Area Signs	Farwest Safety Inc. 209-339-8085 #0006544	\$23,500. <sup>00</sup>
19	Furnish Bridge Deck Treatment Material	Kwik Bond Polymers 866-434-1772 #25239	\$243,437. <sup>65</sup>
29-34	Furnish Joint Seals	USC Supply 530-273-1639 #1568820	\$72,111. <sup>79</sup>

Joe Goehring  
Person to Contact (Please Type or Print)

(916) 283-9950  
(Area Code) Telephone Number

**Total Claimed Participation**

\$ 428,214.<sup>44</sup>

29.86 % 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.

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or call 800-990-9339**MALLARD CONSTRUCTION INC - #1748928**

## Supplier Profile

Legal Business Name	MALLARD CONSTRUCTION INC		
Doing Business As	MALLARD CONSTRUCTION INC		
Address	1762 N. NEVILLE ST ORANGE, CA 92865	Phone	(760) 550-1645
		FAX	(714) 974-1753
Email			
Business Types	Construction Non-Manufacturer		
Service Areas	Alameda, Alpine, Amador, Butte, Calaveras, Colusa, Contra Costa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Imperial, Inyo, Kern, Kings, Lake, Lassen, Los Angeles, Madera, Marin, Mariposa, Mendocino, Merced, Modoc, Mono, Monterey, Napa, Nevada, Orange, Placer, Plumas, Riverside, Sacramento, San Benito, San Bernardino, San Diego, San Francisco, San Joaquin, San Luis Obispo, San Mateo, Santa Barbara, Santa Clara, Santa Cruz, Shasta, Sierra, Siskiyou, Solano, Sonoma, Stanislaus, Sutter, Tehama, Trinity, Tulare, Tuolumne, Ventura, Yolo, Yuba,		
Keywords	Highway Safety Road Signs Stripping Road Signs Road Sign Structures Road K-Rail Road Dividers Traffic Control Roofing Waterproofing Metal Roofing Siding Below Grade Waterproofing		
Construction License Types	B - General Building Contractor C-31 - Construction Zone Traffic Control Contractor C-32 - Parking and Highway Improvement C-39 - Roofing D-06 - Concrete Related Services D-38 - Sand and Water Blasting D-42 - Sign Installation D-64 - Non-specialized		
Classifications	721410 - Highway and road construction services		

**Active Certifications**

TYPE	STATUS	FROM	TO
SB	Approved	Nov 4, 2013	Nov 30, 2016
DVBE	Approved	Nov 4, 2013	Nov 30, 2016

**Certification History**

TYPE	STATUS	FROM	TO
DVBE	Expired	Dec 18, 2012	Dec 31, 2013
SB	Expired	Dec 18, 2012	Dec 31, 2013



# 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

1762 N. Neville St. Orange CA 92865  
Ph. (714) 785-5394 Fax (714) 974-1753  
E-MAIL: GARY@MALLARDINC.COM

Quote No: GR-2270

Agency: Caltrans - Revised proposal

Addenda Noted: 1 is noted  
DIR Number: 100007027

Project: Contract 04-2J2504 - Treat Bridge deck with Methacrylate  
and replace joint seals

Estimator: Gary Rivers  
Email Address: [gary@mallardinc.com](mailto:gary@mallardinc.com)

Bid Date: 5/24/2016

Cell Phone 714-785-5394

Item	Item Description	Quantity	Unit	Unit Price	Extended Price
					\$ -
1	Lead Compliance Plan (For Yellow Stripe Removals Only)	1	LS	\$ 1,500.00	\$ 1,500.00
10	Remove Yellow Thermoplastic Traffic Stripe	14,000	LF	\$ 0.70	\$ 9,800.00
14	Remove Thermoplastic Traffic Stripe	31,800	LF	\$ 0.50	\$ 15,900.00
15	Remove Thermoplastic Pavement Marking	280	SF	\$ 1.50	\$ 420.00
16	Remove Pavement Marker	2,440	EA	\$ 1.00	\$ 2,440.00
35	4" Thermoplastic Traffic Stripe	34,900	LF	\$ 0.70	\$ 24,430.00
36	8" Thermoplastic Traffic Stripe	4,750	LF	\$ 1.00	\$ 4,750.00
37	Thermoplastic Pavement Marking	280	SF	\$ 7.00	\$ 1,960.00
38	4" Thermoplastic Traffic Stripe (Broken 35-13)	22,600	LF	\$ 0.50	\$ 11,300.00
39	Pavement Marker (Non Reflective)	1,250	EA	\$ 2.00	\$ 2,500.00
40	Pavement Marker (Retroreflective)	1,190	EA	\$ 3.50	\$ 4,165.00
41	Mobilization	1	LS	\$ 10,000.00	\$ 10,000.00
	Excludes Traffic Control for Mallard Forces. A total of 8 Shifts will be required to complete the above stated line items				\$ -
	Per section 10 of the Special Provisions - If Temp Striping is required upon completion of Stripe Removals, then replace the unit cost with the following amount:	14,000	LF	\$ 0.80	\$ -
	At Contractor Option	31,800	LF	\$ 0.60	\$ -
	Provide Temp Striping and Markings for General Contractor behind Grinding / Paving Crew ( Price is based on 4 to 5 consecutive Shifts)	1	Shift	\$ 1,450.00	\$ -
	One time Charge for Paint Material	1	LS	\$ 3,000.00	\$ -
					\$ 89,165.00

**Project Inclusions / Exclusions:**

- 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. General Contractor is to submit in writing a project schedule prior to the above noted working day requirement.
- B. The following materials and services are included in this quote: Thermoplastic [Yes], Paint [No], 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 [RPM], Temp tab removal [No], Post "No Parking" Signs [No], Curb Painting [No], Channelizers [No]
- C. Total move-ins included in this quote for Permanent Striping / Striping Removals will be as noted: 2 EA  
Additional Cost for Mallard Const. to remobilize it's Crew will be charge at the following cost: \$ 5,000.00 EA
- D. No 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. If any Striping removals fall below the Roadway Surface or the grooves of the roadway, Mallard Construction will not be held responsible for stripe removal of that material.

- 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.
- K. Upon Award of Contract, Mallard Const. will Submit its weather policy statement that will become a binding document to the contract.
- L. Contractor is responsible for markings of all sign & post installations. It's Contractor's responsibility to 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: \_\_\_\_\_



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## FARWEST SAFETY INC - #6544

### Supplier Profile

Legal Business Name	FARWEST SAFETY, INC.		
Doing Business As	FARWEST SAFETY INC		
Address	226 N MAIN ST LODI, CA 95240	Phone	(209) 339-8085
		FAX	(209) 339-9879
Email	<a href="mailto:dede@farwestsafety.com">dede@farwestsafety.com</a>		
Web Page	<a href="http://www.farwestsafety.com">http://www.farwestsafety.com</a>		
Business Types	Construction Service		
Service Areas	Alameda, Alpine, Amador, Butte, Calaveras, Colusa, Contra Costa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Inyo, Kern, Kings, Lake, Lassen, Los Angeles, Madera, Marin, Mariposa, Mendocino, Merced, Modoc, Mono, Monterey, Napa, Nevada, Placer, Plumas, Riverside, Sacramento, San Benito, San Bernardino, San Joaquin, San Luis Obispo, San Mateo, Santa Barbara, Santa Clara, Santa Cruz, Shasta, Sierra, Siskiyou, Solano, Sonoma, Stanislaus, Sutter, Tehama, Trinity, Tulare, Tuolumne, Ventura, Yolo, Yuba,		
Keywords	GENERAL ENGINEERING TRAFFIC CONTROL SIGN INSTALLATION & REMOVAL K-RAIL CRASH CUSHIONS DELINEATORS OBJECT MARKERS		
Construction License Types	A - General Engineering C-31 - Construction Zone Traffic Control Contractor D-42 - Sign Installation		
Classifications	461615 - Traffic control 551217 - Signage 551219 - Signage equipment 721410 - Highway and road construction services		

### Active Certifications

TYPE	STATUS	FROM	TO
SB	Approved	Aug 20, 2013	Aug 31, 2016

### Certification History

TYPE	STATUS	FROM	TO
SB	Expired	Sep 27, 2012	Sep 30, 2013
SB (Micro)	Expired	Sep 3, 2010	Sep 30, 2012
SB	Expired	Oct 6, 2009	Oct 31, 2010
SB	Expired	Oct 21, 2008	Oct 31, 2009
SB	Expired	Nov 30, 2005	Nov 30, 2008

SB	Expired	May 31, 2002	Nov 30, 2005
SB	Expired	Jun 8, 1999	May 31, 2002
SB	Expired	Nov 13, 1996	May 31, 1999

**FARWEST SAFETY, INC.**  
**226 N. MAIN STREET**  
**LODI, CA 95240**

**PHONE (209) 339-8085**  
**FAX (209) 339-9876**

FAX TRANSMITTAL

BID DATE: 5/24/16\*\*\*\*\***BID QUOTATION**\*\*\*\*\*

THE FOLLOWING QUOTATION IS FOR THE CALTRANS PROJECT #:

ITEM#	DESCRIPTION	UNIT	QTY	UNIT PRICE	TOTAL
2	Construction Area Signs	LS	1	\$ 23,500.00	\$ 23,500.00
3	Traffic Control System (See Below)	LS		\$	-
4	PCMS - \$150/Day, \$500/Week, \$1,300/ Month	LS		\$	-
<b>TOTAL BID PRICE</b>					<b>\$ 23,500.00</b>

TRAFFIC CONTROL	QTY	UNIT	PRICE
*1 Man Lane Closures	1	Per Shift	\$ 840.00
*2 Man Lane Closures	1	Per Shift	\$ 1,400.00
*3 Man Lane Closures (Attenuator Truck Included)	1	Per Shift	\$ 2,200.00
Additional Person (If Requested)	1	Each	\$ 555.00
Additional Mile	1	Each	\$ 50.00
Additional Lane	1	Each	\$ 50.00
Additional Direction (Same Crew)	1	Each	\$ 150.00
Ramp Closure (Add)	1	Each	\$ 50.00
Overtime	1	PMH	\$ 95.00
Attenuator Truck (Operated)	1	Per Shift	\$ 900.00
2 Flagmen (T-13) <u>Excludes</u> Transverse Rumble Strip	1	Per Shift	\$ 1,450.00
2 Flagmen (T-13) <u>Includes</u> Transverse Rumble Strip	1	Per Shift	\$ 1,650.00
Pilot Car	1	Per Shift	\$ 750.00

\*Includes up to 2 Arrow Boards & 300 Cones & Closure of 2 Ramps in same closure 1 direction.  
 Contractor to provide relief for flaggers lunch period, or pay applicable overtime.  
 Attenuator Truck Rental Only Bare \$350.00 a day/\$1,500.00 a week/\$3,300.00 a month

- 1 THIS QUOTATION TO BECOME A BINDING PART OF ANY CONTRACT AS A RESULT OF THIS BID
- 2 After receiving contract and sign locations marked out 10 working days to schedule work.
- 3 Bid price includes 2 move in and or 1 move in per each stage of work (stages per plans & specs).
- 4 Any additional move in will be billed at \$ 900 per occurrence.
- 5 Temporary items include *FURNISH, INSTALLATION*, and *REMOVAL* unless otherwise indicated (exclude maintenance).  
 (Exclude Maintenance & Temporary Relocation Of Relocates & Remove Roadside Signs For Stage Work Unless Shown On Plans)
- 6 Contractor to pay force account for any costs incurred due to lost, stolen or damaged items of work
- 7 Delivery & Pick up charge for PCMS & other Rental equipment will be billed at \$100.00 each.
- 8 Signs to be covered with black visqueen prior to installation only. Post dates on information signs when installed only.
- 9 Exclude all permits, staking request, record drawings, & as builts unless otherwise noted.
- 10 Exclude any asphalt or concrete removal/patching.
- 11 Exclude any signs not shown on contract plans for const. signs and or traffic handling
- 12 Exclude any insurance requirements in excess of Caltrans Standard Specifications (exclude any Railroad requirements).  
 Farwest Safety Inc. shall fully indemnify contractor for any liability arising out of Farwest Safety Inc. work or products, but only to the extent of Farwest Safety Inc. liability and not that of anyone else. Farwest Safety Inc. maintains insurance coverage for their work hereunder, including \$2,000,000 products-comp/op Agg and a 10/93 additional insured endorsement.  
 Any additional insurance would be at additional cost.
- 13 Farwest Safety reserves the right to withdraw proposal if written acceptance is not received within 30 days of bid date
- 14 Farwest excludes traffic control, attenuator truck, & message boards need for our items of work except shoulder closure per T-10.
- 15 Exclude any grading or paving of pad for Crash Cushions.
- 16 Exclude any treated wood waste plans
- 17 We require 60 days notice prior to the installation of permanent items.
- 18 Attenuator truck & traffic control crews are subject to availability.
- 19 Cancellations made less than 4 hours notice of requested show up time for traffic control will be billed at 50% of quoted rate.
- 20 All Saturday traffic control rates multiply by 1.40 Sunday rates multiply by 1.70
- 21 Payment Terms Net 30 Days / 24% APR Interest will be paid on invoices not paid within 30 days.

FARWEST IS A UNION CONTRACTOR & EEO EMPLOYER  
 Lic# 523187 1% Bond Rate SBE # 0006544 DIR #1000001371

**ATTN: CALL BEFORE SPLITTING BID**

PLEASE DIRECT QUESTIONS TO John Ashe @ (209) 339-8085 EXT. 14 or 209-712-8985 (MBL)

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or call 800-990-9339**KWIK BOND POLYMERS LLC - #25239**

## Supplier Profile

Legal Business Name	KWIK BONDS POLYMER II LLC		
Doing Business As	KWIK BOND POLYMERS LLC		
Address	923 Teal Dr BENICIA, CA 94510	Phone	(866) 434-1772
		FAX	(707) 746-7981
Email	<a href="mailto:Randy@kwikbondpolymers.com">Randy@kwikbondpolymers.com</a>		
Web Page	<a href="http://www.kwikbondpolymers.com">http://www.kwikbondpolymers.com</a>		
Business Types	Manufacturer		
Service Areas	Alameda, Alpine, Amador, Butte, Calaveras, Colusa, Contra Costa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Imperial, Inyo, Kern, Kings, Lake, Lassen, Los Angeles, Madera, Marin, Mariposa, Mendocino, Merced, Modoc, Mono, Monterey, Napa, Nevada, Orange, Placer, Plumas, Riverside, Sacramento, San Benito, San Bernardino, San Diego, San Joaquin, San Luis Obispo, San Mateo, Santa Barbara, Santa Clara, Santa Cruz, Shasta, Sierra, Siskiyou, Solano, Sonoma, Stanislaus, Sutter, Tehama, Trinity, Tulare, Tuolumne, Ventura, Yolo, Yuba,		
Keywords	MANUFACTURE CONCRETE SEALERS-PREDOMINANTLY FOR BRIDGE DECKS, MANUFACTURE & DISTRIBUTE-CONCRETE PATCHING SYSTEMS, MANUFACTURE & DISTRIBUTE-BRIDGE DECK CONCRETE & CONCRETE ROADWAY PROTECTIVE AND WATER REDUCING OVERLAY SYSTEMS, DISTRIBUTE DRY SAND & GRAVEL.		
Classifications	312015 - Tape 312016 - Other adhesives and sealants 325520 - Adhesive Manufacturing 325991 - Custom Compounding of Purchased Resins		

**Active Certifications**

TYPE	STATUS	FROM	TO
SB (Micro)	Approved	Mar 23, 2012	Mar 31, 2017

**Certification History**

TYPE	STATUS	FROM	TO
SB (Micro)	Expired	Apr 14, 2011	Apr 30, 2012
SB (Micro)	Expired	Mar 15, 2010	Apr 30, 2011
SB	Expired	Mar 3, 2009	Apr 30, 2010
SB	Denied	Feb 27, 2009	Feb 27, 2009
SB	Denied	Feb 27, 2009	Feb 27, 2009
SB	Expired	Oct 25, 2007	Dec 31, 2008
SB	Expired	Nov 5, 2001	Oct 31, 2003





**Quotation**

923 Teal Drive  
 Benicia, CA 94510  
 (866) 434-1772  
 (707) 746-7981

Quote # 16-1617  
 Contract # 04-2J2504  
 Bid Date 5/24/2016

California Small Business # 25239  
 merritt@kwikbondpolymers.com

Terms net 30

Description	Gallons	Unit Price	Total
High Molecular Weight Methacrylate Sealer			
KBP 204	5,292.5	\$40.00	\$211,700.00
Monomer - promoter - accelerator - initiator			
	Quantity	Unit Price	
Top Sand Pallets	38	\$252.00	\$9,576.00
Estimated Freight			\$2,800.00
Sales Tax 8.75%			\$19,361.65
		<b>Total</b>	<b>\$243,437.65</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 12-31-2016**

Merritt Hanson - Kwik Bond Polymers

Contractor Signature



923 Teal Drive  
Benicia, CA 94510  
(888) 434-1772  
(707) 746-7981 Fax

### Standard Terms and Conditions of Sale

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.
  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.
- .....

February 3, 2014

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8. Terms of sale: Terms are 1% discount off invoice price, not including freight or sales tax, for payments received within 10 days of invoice date or full invoice price due in net 30 days. All materials must be paid for, in full, within 60 days of ship date regardless of Contractor receiving payment from the specifying agency. Any payments past 60 days, from date of ship date, will be charged a finance charge equal to 1.5% per month (18% per annum) of the outstanding balance from the ship date until payment is received. Kwik Bond Polymers, LLC is not subject to any "pay when paid" or "pay if 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. Kwik Bond Polymers, LLC shall not be liable to Contractor for any consequential damages, liquidated damages, or penalties suffered by Contractor as a result of cessation of shipments hereunder.
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.

February 3, 2014

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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.
  
16. Kwik Bond Polymers, LLC may, at either its sole election, or as a result of a requirement of the agency having jurisdiction over the project, supply periodic visits by technical service advisers. Technical service advisers may survey the project conditions and provide suggestions to Contractor as to the use, storage, mixing and application of the Kwik Bond Polymers, LLC products sold hereunder. Technical service advisers' opinions are for information only. Contractor shall make all final decisions concerning use, storage, mixing and application of the Kwik Bond Polymers, LLC products, and Kwik Bond Polymers, LLC, and its technical service advisers shall have no liability for any opinions rendered while on the project. Kwik Bond Polymers, LLC technical service advisers do not control Contractor's work in completing the project, including the use of Kwik Bond Polymers, LLC's products.



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**Contact us**  
or call 800-990-9339

## USC SUPPLY / USC CSR - #1568820

### Supplier Profile

Legal Business Name	UNITED SYNERGY CORPORATION		
Doing Business As	USC SUPPLY / USC CSR		
Address	12305 Locksley Lane AUBURN, CA 95602	Phone	(530) 273-1639
		FAX	(530) 273-1740
Email	<a href="mailto:projects@uscsupply.net">projects@uscsupply.net</a>		
Web Page	<a href="http://www.uscsupply.net">http://www.uscsupply.net</a>		
Business Types	Service Non-Manufacturer		
Service Areas	Alameda, Alpine, Amador, Butte, Calaveras, Colusa, Contra Costa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Imperial, Inyo, Kern, Kings, Lake, Lassen, Los Angeles, Madera, Marin, Mariposa, Mendocino, Merced, Modoc, Mono, Monterey, Napa, Nevada, Orange, Placer, Plumas, Riverside, Sacramento, San Benito, San Bernardino, San Diego, San Francisco, San Joaquin, San Luis Obispo, San Mateo, Santa Barbara, Santa Clara, Santa Cruz, Shasta, Sierra, Siskiyou, Solano, Sonoma, Stanislaus, Sutter, Tehama, Trinity, Tulare, Tuolumne, Ventura, Yolo, Yuba,		
Keywords	construction supplies building supplies building materials roofing supplies roofing materials concrete electrical materials and supplies pipe fittings valves erosion control materials confined space monitoring & rescue services		
Classifications	101615 - Trees and shrubs 251739 - Electrical components 271122 - Masonry and concrete tools 271127 - Power tools 301036 - Structural products 301115 - Concrete and mortars 301515 - Roofing materials 301518 - Siding and exterior wall materials 301617 - Flooring 301721 - Garage doors and operators 391213 - Electrical boxes and enclosures and fittings and accessories 401416 - Valves 401423 - Pipe fittings 401515 - Pumps 461815 - Safety apparel 461823 - Fall protection and rescue equipment 701116 - Flowering plants 701315 - Land and soil protection 721519 - Masonry and stonework services 721532 - Coating and caulking and weather water and fireproofing services 921019 - Rescue services 951218 - Utility buildings and structures		

### Active Certifications

TYPE	STATUS	FROM	TO
SB (Micro)	Approved	Feb 20, 2013	Mar 31, 2017

DVBE

Approved

Feb 22, 2013

Mar 31, 2017

### Certification History

TYPE	STATUS	FROM	TO
DVBE	Expired	Mar 24, 2011	Mar 31, 2013
SB (Micro)	Expired	Mar 24, 2011	Mar 31, 2013



A Division of United Synergy Corporation  
Certified SB/DVBE  
Construction Materials Supplier

**DVBE/SBE #1568820**

**DIR # 1000029205**

**USC SUPPLY IS A CALIFORNIA SMALL BUSINESS ENTERPRISE**

Pricing provided for Caltrans **Bid#04-2J2504** Any questions regarding this

quote, please contact Kail @ **1-844-823-DVBE**

**1-844-823-3823**

**Attention: Bidding Contractor**

United Synergy Corporation  
12305 Locksley Lane, Auburn, CA 95602  
(530) 273-1639 / Fax (530) 273-1740  
[www.uscsupply.net](http://www.uscsupply.net)



USC Supply  
12305 Locksley Lane  
Auburn, CA 95602

Toll Free 1.844.823.3823  
Office 530.273.1639  
Fax 530.273.1740

projects@uscsupply.net  
www.uscsupply.net

**DIR# 1000029205**

A Division of United Synergy Corporation

**Name / Address**

Department of Transportation  
1120 N Street  
Sacramento, CA 95814

**Ship To**

SANTA CLARA COUNTY  
VARIOUS LOCATIONS

**Estimate**

Date	Terms	Estimate #	Project
5/24/2016	Net 30	2016-584	04-2J2504

ITEM #	DESCRIPTION	QTY	U/M	RATE	TOTAL
7	3'x4' HORNET'S NEST FILTER DI BAG One Size Fits All	6	ea	42.25	253.50T
29	WABO@SILICONESEAL 50.72 oz. CARTRIDGE KIT (CALTRANS) (MR-1/2") 2,047 lf	217	Kit	52.92562	11,484.86T \$5.62
30	BONDED JOINT SEAL (MR-1") WABO@SPS SYSTEM SPS-225	187	LF	15.82316	2,958.93T
31	BONDED JOINT SEAL (MR-1-1/2") WABO@SPS SYSTEM SPS-225	346	LF	15.82312	5,474.80T
****NOTE****					
ITEM # 32 CONSISTS OF (801 lf B-SEAL) AND (712 lf A-SEAL)					
32a	WABO@SILICONESEAL 50.72 oz. CARTRIDGE KIT (CALTRANS) (MR-1") 712 lf	95	Kit	52.92558	5,027.93T 7.02
32b	WA-275 TYPE B JOINT SEAL 1" MR WABO@COMPRESSIONSEAL	801	LF	16.80526	13,461.01T
33	WA-375 TYPE B JOINT SEAL 1 1/2" MR WABO@COMPRESSIONSEAL	208	LF	26.73563	5,561.01T

# 66,309.<sup>69</sup>  
# 5,802.<sup>10</sup> (Tax 8.75%)  
# 72,111.<sup>79</sup>

Subtotal
Sales Tax
<b>Total</b>



USC Supply  
 12305 Locksley Lane  
 Auburn, CA 95602

Toll Free 1.844.823.3823  
 Office 530.273.1639  
 Fax 530.273.1740

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 www.uscsupply.net

**DIR# 1000029205**

A Division of United Synergy Corporation

**Name / Address**

Department of Transportation  
 1120 N Street  
 Sacramento, CA 95814

**Ship To**

SANTA CLARA COUNTY  
 VARIOUS LOCATIONS

**Estimate**

Date	Terms	Estimate #	Project
5/24/2016	Net 30	2016-584	04-2J2504

ITEM #	DESCRIPTION	QTY	U/M	RATE	TOTAL
34	WA-500 TYPE B JOINT SEAL 2" MR WABO@COMPRESSIONSEAL BLACK NEOPRENE	469	LF	✓ 45.28689	21,239.55T
	WABO@PRIMALUB ADHESIVE 1 gal	12	gal	91.80	1,101.60T
	USC SUPPLY DELIVERY CHARGE TO BE DETERMINED BASED ON ITEMS AND QUANTITIES ORDERED	1	ea	0.00	0.00T
	****CONTRACTOR RESPONSIBLE FOR JOB SITE UNLOADING CAPABILITIES****			0.00	0.00

**Subtotal**  
**Sales Tax**  
**Total**



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www.uscsupply.net

**DIR# 1000029205**

A Division of United Synergy Corporation

Name / Address	Ship To	<b>Estimate</b>
Department of Transportation 1120 N Street Sacramento, CA 95814	SANTA CLARA COUNTY VARIOUS LOCATIONS	

Date	Terms	Estimate #	Project
5/24/2016	Net 30	2016-584	04-2J2504

ITEM #	DESCRIPTION	QTY	U/M	RATE	TOTAL
	*****CONDITIONS*****			0.00	0.00T
	1) Price quotes firm 30 days from bid date, Prices subject to escalation thereafter.				
	2) Orders for less than bid quantities subject to unit price increase.				
	3) Quotes for products in rolls are for standard roll sizes unless otherwise noted.				
	4) Quantities based upon customer data or bid list quantities.				
	5) Verification of all material and quantities required for completion of project is the sole responsibility of the contractor.				
	6) Returns within 30 days of sale subject to a 25% restocking charge plus freight in and out.				
	7) All returns must be in clean resalable condition with no damage or customer caused defects.				
	8) All returns must have a USC issued RMA number				
	9) No returns will be accepted on chemicals or special order items.				

<b>Subtotal</b>	\$66,563.19
<b>Sales Tax</b>	\$5,824.28
<b>Total</b>	\$72,387.47

## California Certification Report

## 1568820 - USC SUPPLY / USC CSR - MB | DVBE

Legal Business Name	UNITED SYNERGY CORPORATION		
Doing Business As	USC SUPPLY / USC CSR		
Address	12305 Lockley Lane	Phone	(530) 273-1639
	AUBURN, CA 95602	FAX	(530) 273-1740
Email	projects@uscsupply.net		
Web Page	<a href="http://www.uscsupply.net">http://www.uscsupply.net</a>		
Active Certifications	SB (micro) Feb 20, 2013 - Mar 31, 2017		
	DVBE Feb 22, 2013 - Mar 31, 2017		
Business Types	Service, Non-Manufacturer		
Classifications	[101615] Trees and shrubs		
	[251739] Electrical components		
	[271122] Masonry and concrete tools		
	[271127] Power tools		
	[301036] Structural products		
	[301115] Concrete and mortars		
	[301515] Roofing materials		
	[301518] Siding and exterior wall materials		
	[301617] Flooring		
	[301721] Garage doors and operators		
	[391213] Electrical boxes and enclosures and fittings and accessories		
	[401416] Valves		
	[401423] Pipe fittings		
	[401515] Pumps		
	[401700] Pipe piping and pipe fittings		
	[481815] Safety apparel		
	[481823] Fall protection and rescue equipment		
	[701116] Flowering plants		
	[701315] Land and soil protection		
	[721519] Masonry and stonework services		
[721532] Coating and caulking and weather water and fireproofing services			
[921019] Rescue services			
[951218] Utility buildings and structures			
Keywords	construction supplies building supplies building materials roofing supplies roofing materials concrete electrical materials and supplies pipe fittings valves erosion control materials confined space monitoring & rescue services		

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES PROCUREMENT DIVISION  
**DISABLED VETERAN BUSINESS ENTERPRISE DECLARATIONS**

STD. 843 (Rev. 5/2008)

**Instructions:** The disabled veteran (DV) owner(s) and DV manager(s) of the Disabled Veteran Business Enterprise (DVBE) must complete this declaration when a DVBE contractor or subcontractor will provide materials, supplies, services or equipment [Military and Veterans Code Section 999.2]. Violations are misdemeanors and punishable by imprisonment or fine and violators are liable for civil penalties. All signatures are made under penalty of perjury.

**SECTION 1**

Name of certified DVBE: United Synergy Corporation DVBE Ref. Number: 1568820  
Description (materials/supplies/services/equipment proposed): JOINT SEAL  
Solicitation/Contract Number: 04-2J2504 SCPRS Ref. Number: \_\_\_\_\_  
(FOR STATE USE ONLY)

**SECTION 2**

**APPLIES TO ALL DVBEs. Check only one box in Section 2 and provide original signatures.**

- I (we) declare that the DVBE is not a broker or agent, as defined in Military and Veterans Code Section 999.2 (b), of materials, supplies, services or equipment listed above. Also, complete Section 3 below if renting equipment.
- Pursuant to Military and Veterans Code Section 999.2 (f), I (we) declare that the DVBE is a broker or agent for the principal(s) listed below or on an attached sheet(s). (Pursuant to Military and Veterans Code 999.2 (e), State funds expended for equipment rented from equipment brokers pursuant to contracts awarded under this section shall not be credited toward the 3-percent DVBE participation goal.)

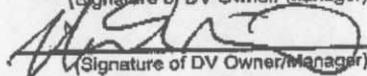
All DV owners and managers of the DVBE (attach additional pages with sufficient signature blocks for each person to sign):

Edmond L Rossovich  
(Printed Name of DV Owner/Manager)

  
(Signature of DV Owner/Manager)

24MAY 2016  
(Date Signed)

Daniel E Rossovich  
(Printed Name of DV Owner/Manager)

  
(Signature of DV Owner/Manager)

24MAY 2016  
(Date Signed)

Firm/Principal for whom the DVBE is acting as a broker or agent: \_\_\_\_\_  
(If more than one firm, list on extra sheets.) (Print or Type Name)

Firm/Principal Phone: \_\_\_\_\_ Address: \_\_\_\_\_

**SECTION 3**

**APPLIES TO ALL DVBEs THAT RENT EQUIPMENT AND DECLARE THE DVBE IS NOT A BROKER.**

- Pursuant to Military and Veterans Code Section 999.2 (c), (d) and (g), I am (we are) the DV(s) with at least 51% ownership of the DVBE, or a DV manager(s) of the DVBE. The DVBE maintains certification requirements in accordance with Military and Veterans Code Section 999 et. seq.
- The undersigned owner(s) own(s) at least 51% of the quantity and value of each piece of equipment that will be rented for use in the contract identified above. I (we), the DV owners of the equipment, have submitted to the administering agency my (our) personal federal tax return(s) at time of certification and annually thereafter as defined in Military and Veterans Code 999.2, subsections (c) and (g). Failure by the disabled veteran equipment owner(s) to submit their personal federal tax return(s) to the administering agency as defined in Military and Veterans Code 999.2, subsections (c) and (g), will result in the DVBE being deemed an equipment broker.

Disabled Veteran Owner(s) of the DVBE (attach additional pages with signature blocks for each person to sign):

\_\_\_\_\_  
(Printed Name) (Signature) (Date Signed)

\_\_\_\_\_  
(Address of Owner) (Telephone) (Tax Identification Number of Owner)

Disabled Veteran Manager(s) of the DVBE (attach additional pages with sufficient signature blocks for each person to sign):

\_\_\_\_\_  
(Printed Name of DV Manager) (Signature of DV Manager) (Date Signed)