

Third Bidder

4-03-15A11:06 RCVD

DISTRICT-COUNTY-ROUTE: 05 - San Luis Obispo - 101
 CONTRACT NO.: 05-1F7804
 TOTAL BID: \$ 3,496,471 -
 BID OPENING DATE: April 1, 2015
 BIDDER'S NAME: CalPortland Construction
 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, 10 13, 14 15, 44 45, 46 47, 48 49, 50	LCP, Rmv Yllw Thermo TS, Rmv Thermo TS, Rmv Thermo pvmnt. MKr, Rmv Pvmnt. MKr, 4" Thermo TS, 8" Thermo TS, Thermo Pmt MKr, 4" Thermo TS Brkn 12-3, 4" Thermo TS Brkn 36-12, Pmt MKr non, Pmt. MKr Retro.		Mallard Construction Inc. 714-785-5394 1748928	100% of noted items totalling \$ 83,480.00
33	Supply PG-64-28M for Bonded Wear Course		Dependable Petroleum Products, Inc. 805-345-3496 61779	1.8% of item totalling \$32,300.00

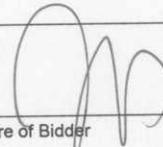
Names of first tier DVBE subcontractors and their items of work listed must be consistent with the names and items of work in the Subcontractor List (Pub Cont Code § 4100 et seq.) submitted with the bid. Identify second and lower tier subcontractors on this form.

Total Claimed Participation	\$ <u>116,280-</u> <u>3.3</u> %
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- 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).
- 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 4/2/15
 805-345-3466
 (Area Code) Telephone Number
 Contact Person JESSE BISHOP (Type or Print)



MALLARD CONSTRUCTION INC.

IN

04-03-15 A11:06 RCVD

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-1227

Agency: Caltrans

Addenda Noted: 1 is noted

Project: Contract 05-1F7804 - Resurface existing Pavement
with Bounded wearing Course

DIR Number: 100007027

Estimator: Gary Rivers

Bid Date: 4/1/2015

Email Address: gary@mallardinc.com

Cell Phone 714-785-5394

Item	Item Description	Quantity	Unit	Unit Price	Extended Price
1	Lead Complaine Plan (For Yellow Removals Only)	1	LS	\$ 1,500.00	\$ 1,500.00
10	Remove Yellow Thermoplastic Traffic Stripe	580	LF	\$ 4.00	\$ 2,320.00
13	Remove Thermoplastic Traffic Stripe	5,410	LF	\$ 0.50	\$ 2,705.00
14	Remove Thermoplastic Pavement Marking	350	SF	\$ 2.00	\$ 700.00
15	Remove Pavement Marker	200	EA	\$ 1.00	\$ 200.00
44	4" Thermoplastic Traffic Stripe	70,800	LF	\$ 0.38	\$ 26,904.00
45	8" Thermoplastic Traffic Stripe	11,600	LF	\$ 0.80	\$ 9,280.00
46	Thermoplastic Pavement Marking	3,440	SF	\$ 3.00	\$ 10,320.00
47	4" Thermoplastic Traffic Stripe (Broken 12-3)	270	LF	\$ 0.30	\$ 81.00
48	4" Thermoplastic Traffic Stripe (Broken 36-12)	64,700	LF	\$ 0.30	\$ 19,410.00
49	Pavement Marker (Nonreflective)	5,420	EA	\$ 1.00	\$ 5,420.00
50	Pavement Marker (Retroreflective)	2,570	EA	\$ 2.00	\$ 5,140.00
	Excludes Traffic Control. A total of 5 Shift will be required to (1 Shift for Removals / 4 Shifts for Permanent Installation) At Contractor Option				\$ -
	Provide Temp Striping and Markings for General Contractor behind Grinding / Paving Crew (Price is based on 4 to 5 consecutive Shifts)	1	Shift	\$ 1,280.00	\$ -
	If Temp Striping Option is used, then please drop Item # 44 to \$ 0.36 per LF				\$ -
	One time charge for Paint Materials	1	LS	\$ 2,400.00	\$ -
BID TOTAL:					\$ 83,980.00

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 [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 [Opt], 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. \$3,500.00
[1] Total move-ins included in this quote for permanent striping / Striping Removals. Additional move in charge. \$3,500.00
- 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-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:


Mallard Const.

Print Name:

Ginny Rivers

Company:

Position:

Est Manager

DISABLED VETERAN BUSINESS ENTERPRISE DECLARATIONS

STD. 843 (Rev. 5/2006)

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: MALLARD CONSTRUCTION INC DVBE Ref. Number: 1748928

Description (materials/supplies/services/equipment proposed): _____

Solicitation/Contract Number: _____ 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):

SAMUEL D. MULLER OWNER _____
(Printed Name of DV Owner/Manager) (Signature of DV Owner/Manager) (Date Signed)

(Printed Name of DV Owner/Manager) (Signature of DV Owner/Manager) (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: 714 769-8070 Address: 638 W. Southaven Ave Orange, CA 92865

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)



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MALLARD CONSTRUCTION INC - #1748928

Supplier Profile

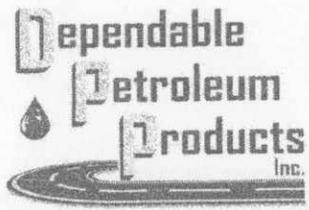
Legal Business Name	MALLARD CONSTRUCTION INC		
Doing Business As	MALLARD CONSTRUCTION INC		
Address	1762 N. NEVILLE ST ORANGE, CA 92865	Phone	(760) 550-1645
		FAX	(714) 974-1753
Email			
Business Types	Construction Non-Manufacturer		
Service Areas	Alameda, Alpine, Amador, Butte, Calaveras, Colusa, Contra 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

IN



To: Danny Deveraux

Company: CalPortland Construction

EFT Transmittal

Mobile Number: 805-345-3496

Date: 03/31/15

No Pages: 1

From: Peter Mosher

Contract No. 05-1F7804

Project Name: Rt 101 Near San Luis Obispo, Bonded Wearing Course

Bid Date: April 1, 2015

PRODUCT	US TONS	Refinery Location	Freight to Garey
PG64-28M	+/- 850	Bakersfield	\$ 38/ton = \$32,300 -
		Valero Benicia	\$ 68/ton
Totals			\$

Dependable Petroleum Products, Inc. (DPP, Inc) is a certified SB/DVBE/SDVOSB.
 Certification Number: 61779 - Cage Code: 73KE6
 Expiration Date: SB March 2016, DVBE March 2016

- Above price for freight of product is based on full loads (minimum 25 tons)
- This quote does NOT include sales/use tax or oil spill fund.
- Terms: Net 30 Days; subject to credit approval
- Diesel Fuel Surcharge (DFSC) is included in this quote. 10% increase in DFSC if diesel costs reach \$5/gallon
- THESE PRICES ARE VALID FOR 15 DAYS FROM THE DATE OF THIS QUOTE
- THIS QUOTE DOES NOT GUARANTEE SUPPLY OR TRANSPORTATION UNTIL WE RECEIVE A SIGNED ACCEPTANCE TO CONFIRM THIS QUOTE. UPON ACCEPTANCE DPPINC GUARANTEES TRANSPORTATION.
- 100% of this quote may be applied to the DVBE goal

SIGNED ACCEPTANCE _____ DATE _____



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DEPENDABLE PETROLEUM PRODUCTS INC - #61779

Supplier Profile

Legal Business Name DEPENDABLE PETROLEUM PRODUCTS INC
 Doing Business As DEPENDABLE PETROLEUM PRODUCTS INC
 Address 312 ESSEX PLACE Phone (707) 321-5524
 VACAVILLE, CA 95687 FAX (707) 451-9665
 Email dppinc@comcast.net
 Business Types 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, Madera, Marin, Mariposa, Mendocino, Merced, Modoc, Mono, Monterey, Napa, Nevada, Placer, Plumas, 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 ASPHALT PETROLEUM PRODUCTS TRANSPORTATION, ASPHALT OIL HAULING TRUCKING, DVBE DISABLED VETERAN BUSINESS ENTERPRISE CERTIFIED, MATERIALS ASPHALT OIL BINDER DEALER WHOLESALER
 Classifications 301216 - Asphalts

Active Certifications

TYPE	STATUS	FROM	TO
SB	Approved	Mar 5, 2014	Mar 31, 2016
DVBE	Approved	Mar 5, 2014	Mar 31, 2016

Certification History

TYPE	STATUS	FROM	TO
DVBE	Expired	Mar 5, 2013	Mar 31, 2014
SB	Expired	Mar 5, 2013	Mar 31, 2014
DVBE	Expired	Mar 26, 2012	Apr 30, 2013
SB	Expired	Mar 25, 2012	Mar 31, 2013
DVBE	Expired	Apr 14, 2011	Apr 30, 2012
SB (Micro)	Expired	Mar 16, 2010	Apr 30, 2012

Third Bidder 04-03-15A11:06 RCVD

Letter of Transmittal

**CALPORTLAND
Construction**

State Lic. No. 523019
1625 E. Donovan Road
PO Box 1280
Santa Maria, CA 93456
(805) 345-3581
FAX (805) 345-3538

Date: 4/2/2015	Contract #: 05-1F7804
Attn.: Office Engineer MS 43	
RE: Certified DVBE Summary FEDEX: #8041-0057-1500	

TO: MC43 – Office Engineer
Department of Transportation
1727 30th Street
Sacramento, CA 95816

WE ARE SENDING YOU: Attached Under separate cover via the following items:

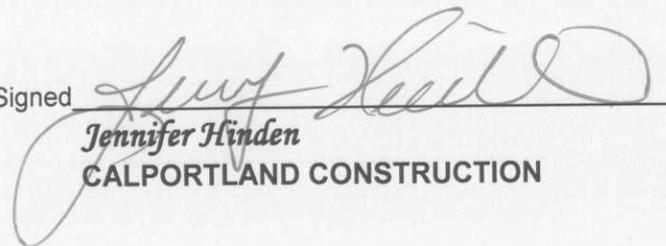
- | | | | |
|---|--|---|---|
| <input type="checkbox"/> Shop Drawings | <input type="checkbox"/> Prints | <input type="checkbox"/> Plans | <input type="checkbox"/> Samples |
| <input type="checkbox"/> Copy of Letter | <input type="checkbox"/> Change Orders | <input checked="" type="checkbox"/> Contracts | <input type="checkbox"/> Specifications |

Copies	Date	Pgs.	Description
1	4/2/2015	8	Certified DVBE Summary – DES-OE-0102.5 + Sub Quotes

THESE ARE TRANSMITTED as checked below:

- | | | |
|--|---|--|
| <input checked="" type="checkbox"/> As Requested | <input type="checkbox"/> Approved as submitted | <input type="checkbox"/> Resubmit copies for approval |
| <input checked="" type="checkbox"/> For your use | <input type="checkbox"/> Approved as noted | <input type="checkbox"/> Submit copies for distribution |
| <input type="checkbox"/> For review and comments | <input type="checkbox"/> Returned for corrections | <input type="checkbox"/> Return corrected prints |

Signed


Jennifer Hinden
CALPORTLAND CONSTRUCTION

Handwritten notes:
2015
4/2/15
MS 43