

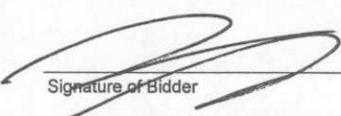
Second Bidder

01-00-15P01:21 RCVD

DISTRICT-COUNTY-ROUTE: 07 - Los Angeles - 118, 210, 405
 CONTRACT NO.: 07-2W7704
 TOTAL BID: \$ 392,672.⁰⁰
 BID OPENING DATE: 1-8-15
 BIDDER'S NAME: Myers and Sons Construction, LP
 DVBE PRIME CONTRACTOR CERTIFICATION ¹ _____

Bid Item Number	Description of Work to Be Subcontracted to DVBE or Materials to Be Supplied by DVBE ²	For Caltrans Only	DVBE (Name, Telephone No., and Certification No.)	\$ Amount
1, 3, 7, 9-12, 26-31	Lead Compliance Plan, Traffic Control (P), Remove/Place Striping and Markers		Mallard Construction 714-785-5394 #1748928	\$ 34,550. 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	\$ 34,550. ⁰⁰ 8.80 %

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.

 _____
 Signature of Bidder
 Date 1-8-15
(916) 283-9957
 (Area Code) Telephone Number
Joe Goehring
 Contact Person (Type or Print)

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



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: GARY@MALLARDINC.COM

Quote No: GR-0958

Agency: Caltrans

Addenda Noted:

Project: Contract 07-2W7704 - Treat Bridge Deck with Methacrylate
and replace Joint Seals

Estimator: Gary Rivers

Email Address: gary@mallardinc.com

Bid Date: 1/8/2015

Cell Phone 714-785-5394

Item	Item Description	Quantity	Unit	Unit Price	Extended Price
1	Lead Compliance Plan (For Yellow Removals Only)	1	LS	\$ 1,500.00	\$ 1,500.00
3	Traffic Control System (For Mallard Forces Only)	1	LS	\$ 8,000.00	\$ 8,000.00
7	Remove Yellow Thermoplastic Traffic Stripe	3,710	LF	\$ 1.10	\$ 4,081.00
9	Remove Painted Traffic Stripe	2,920	LF	\$ 0.50	\$ 1,460.00
10	Remove Thermoplastic Traffic Stripe	5,160	LF	\$ 0.50	\$ 2,580.00
11	Remove Thermoplastic Pavement Marking	200	SF	\$ 2.00	\$ 400.00
12	Remove Pavement Marker	790	EA	\$ 1.00	\$ 790.00
26	4" Thermoplastic Traffic Stripe	7,300	LF	\$ 1.20	\$ 8,760.00
27	8" Thermoplastic Traffic Stripe	460	LF	\$ 1.65	\$ 759.00
28	Thermoplastic Pavement Marking	200	SF	\$ 10.00	\$ 2,000.00
29	4" Thermoplastic Traffic Stripe (Broken 36-12)	4,430	LF	\$ 0.50	\$ 2,215.00
30	Pavement Marker (Non-Reflective)	380	EA	\$ 1.50	\$ 570.00
31	Pavement Marker (Retroreflective)	410	EA	\$ 3.50	\$ 1,435.00
33	Mobilization	1	LS	\$ 3,000.00	\$ 3,000.00
	At Contractor's Option				\$ -
2	Construction Area Signs (See Below Terms)	1	LS	\$ 18,375.00	\$ -
	Price does not include maintenance, relocation changes of dates or replacements.				\$ -
	Core Drilling or Concrete Repair / Patchwork is not included				\$ -
	Estimate reflects the entire quantity of signs and does not reflect signs to be reused.				\$ -
	No Partial Move-ins All Signs will be furnished & Installed at once.				\$ -
	If Signs are damaged, lost, stolen the Contractor will bear all cost.				\$ -
BID TOTAL:					\$ 37,550.00

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 [No], Markers [Yes], Traffic Signs - CAS Plans Only [Opt], Mast Arm Signs - To be Supplied Only [No], Thermo/ Paint removal [Yes], Marker removal [Yes], Temporary striping [No], Temp tab removal [No], Post "No Parking" Signs [No], Curb Painting [No], Channelizers [No]
- C. [1] Total move-ins included in this quote for permanent striping / Striping Removals. Additional move in charge. \$2,150.00
[2] Total move-ins included in this quote for Construction Area Signs. Additional move in charge. \$1,950.00
- 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.

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: _____

Second Bidder

01-09-15P01:24 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. 07 - 2W7704

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, 3, 7, 9-12, 26-31	Lead Compliance Plan, Traffic Control (P), Remove/Place Striping and Markers	Mallard Construction 714-785-5394 # 1748928	\$34,550. ⁰⁰
2	Construction Area Signs	Highway Specialty Co. 530-949-5681 # 1559500	\$5,795. ⁰⁰
15	Furnish Bridge Deck Treatment Material	Kwik Bond Polymers 866-434-1772 # 25239	\$93,924. ⁸⁴

Joe Goehring
Person to Contact (Please Type or Print)
(916) 283-9957
(Area Code) Telephone Number

Total Claimed Participation

\$ 134,269.⁸⁴

34.19 % 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.



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: GARY@MALLARDINC.COM

Quote No: GR-0958

Agency: Caltrans

Addenda Noted:

Project: Contract 07-2W7704 - Treat Bridge Deck with Methacrylate
and replace Joint Seals

Estimator: Gary Rivers

Email Address: gary@mallardinc.com

Bid Date: 1/8/2015

Cell Phone 714-785-5394

Item	Item Description	Quantity	Unit	Unit Price	Extended Price
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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: _____

FACSIMILE TRANSMISSION

To: +19166149520

From: Dustan Currier
Highway Specialty Co
P O Box 141
Palo Cedro
CA 96073

Phone:

Phone: +1 (530) 949-5681

Fax Phone: +19166149520

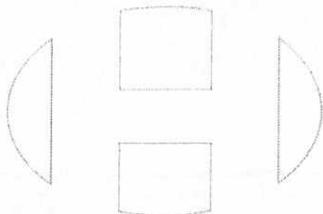
Fax Phone: (855) 846-5806

Note:

CALTRANS 07-2W7704

Date: 01/08/2015

Pages: 3



Highway Specialty Co.

TRAFFIC SAFETY SUPPLY, TRAFFIC CONTROL

PO BOX 141 PALO CEDRO, CA 96073
 LICENSE # 957808, A UNION CONTRACTOR
 PHONE 530-949-5681 FAX 855-846-5806
CALIFORNIA CERTIFIED SMALL BUSINESS
1559500

Dustan@HighwaySpecialty.com

ATTENTION ESTIMATOR:

January 8, 2015
 QUOTE VALID FOR 30 DAYS

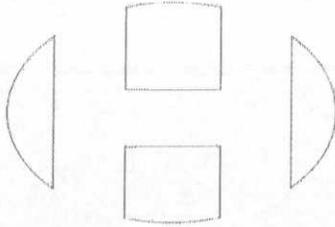
PROJECT: **Treat bridge decks with methacrylate and replace joint seals**
 CONTRACT #: **07-2W7704**
 BID DATE: **January 8, 2014**
 FED AID #:
 FROM: **DUSTAN CURRIER**

ITEM NUMBER	DESCRIPTION	UNIT OF MEASURE	ESTIMATED QUANTITY	UNIT PRICE	TOTAL PRICE
2	CONSTRUCTION AREA SIGNS	LS	1	\$ 5,795.00	\$ 5,795.00

CONTRACT DETAILS

A CONTRACT AND 10 WORKING DAYS WRITTEN NOTICE REQUIRED FOR SCHEDULING
 PRICE FOR CAS INCLUDES STATIONARY MOUNTED SIGNS SHOWN IN PLAN SHEETS-1 ONLY
 NUMBER OF MOBILIZATIONS: 2. PRICE PER ADDITIONAL MOVE-IN: \$650
 PRICE FOR INSTALL AND REMOVAL DOES NOT INCLUDE ANY TRAFFIC CONTROL.
 SHOULDER CLOSURES, WHEN REQUIRED FOR HIGHWAY SPECIALTY OPERATIONS, ARE INCLUDED.
 HIGHWAY SPECIALTY EXCLUDES ANY AND ALL CORING, CUTTING OR PATCHING OF AC OR CONCRETE.
 ALL SIGN AND DELINEATOR LOCATION MARK OUT TO BE DONE BY OTHERS AND MUST BE COMPLETED PRIOR TO HIGHWAY SPECIALTY NOTIFYING
 NO MAINTENANCE ON DELINEATORS
 UNDERGROUND SERVICE ALERT AND STARTING WORK.
 PRICE FOR CONSTRUCTION AREA SIGNS INCLUDES INSTALL, REMOVAL, INITIAL COVERING IF REQUIRED AND DATING OF RAMP SIGNS. NO MAINTENANCE.
 CAS PRICE EXCLUDES CHANGEABLE MESSAGE SIGNS
 ALL CONSTRUCTION AREA SIGNS ARE CONSIDERED RENTAL AND SHALL REMAIN THE SOLE PROPERTY OF HIGHWAY SPECIALTY. PRIME CONTRACTOR
 WILL BE CHARGED FULL REPLACEMENT COSTS FOR ANY SIGNS MISSING OR DAMAGED AT THE END OF CONTRACT.
 SHOULD THIS QUOTE BE ACCEPTED BY THE PRIME CONTRACTOR, THESE DETAILS IN THEIR ENTIRETY MUST BE INCLUDED IN THE SUBCONTRACT.

**THANK YOU FOR THE OPPORTUNITY TO PROVIDE PRICING FOR YOUR SIGN AND TRAFFIC CONTROL NEEDS.
 PLEASE FEEL FREE TO CONTACT ME AT (530)949-5681 OR VIA EMAIL AT DUSTAN@HIGHWAYSPECIALTY.COM**



Highway Specialty Co.

TRAFFIC SAFETY SUPPLY, TRAFFIC CONTROL

C31, C61-D42

License Number: 957808

Union Contractor

PO BOX 141 PALO CEDRO, CA 96073 Phone: 530-949-5681 Fax: 855-846-5806

90 VALE ST SANTA ROSA, CA 95409 Phone: 707-992-5681 Fax: 855-846-5806

CALIFORNIA CERTIFIED SMALL BUSINESS # 1559500

Dustan@HighwaySpecialty.com

PROJECT: Treat bridge decks with methacrylate and replace joint seals

CONTRACT: 07-2W7704

BID DATE: January 8, 2014

FROM: DUSTAN CURRIER

ITEM NUMBER	ITEM DESCRIPTION	UNIT OF MEASURE	UNIT PRICE
	2 FLAGGERS	8HR DAY/NIGHT	
	EACH ADDITIONAL FLAGGER	8HR DAY/NIGHT	
	FLAG OVERTIME FOR EACH PERSON	HOUR	
	PILOT CAR: 8 HR	DAY/NIGHT	
	LANE CLOSURE: 1 PERSON 8 HR MINIMUM** (INCLUDES 300 CONES, UP TO 2 ARROW BOARDS)	DAY/NIGHT	\$995.00
	LANE CLOSURE: 2 PERSON 8 HR MINIMUM (INCLUDES 300 CONES, UP TO 2 ARROW BOARDS)	DAY/NIGHT	\$1,395.00
	OVERTIME FOR LANE CLOSURE: PER PERSON	HOUR	\$110.00
	ADDITIONAL LANE CLOSURE	EACH	INCLUDED
		DAY	\$200.00
	PORTABLE CHANGEABLE MESSAGE BOARD SIGN	WEEK	\$400.00
		4 WEEK	\$1,200.00
	TRUCK MOUNTED ATTENUATOR RENTAL (operated)	8HR DAY/NIGHT	\$875.00
		OVERTIME	\$110.00
	TRUCK MOUNTED ATTENUATOR RENTAL (bare rental)	WEEKLY	\$1,600.00
		MONTHLY	\$3,200.00
	ARROW BOARD RENTAL	WEEKLY	\$185.00
		MONTHLY	\$550.00
	LIGHT TOWER RENTAL	DAILY	\$65.00
	DELIVERY OF EQUIPMENT CHARGE	EACH	\$115.00
	SUBSISTENCE PER PERSON, PER DAY		N/A

***Saturday rates billed @ 1.4 X rate. Sunday billed at 1.8 X rate.

THANK YOU FOR THE OPPORTUNITY TO PROVIDE PRICING FOR YOUR SIGN AND TRAFFIC CONTROL NEEDS.



923 Teal Drive
 Benicia, CA 94510
 (866) 434-1772
 (707) 746-7981
 California Small Business # 25239
 randy@kwikbondpolymers.com

Quote # 15-1054
Contract # 07-2W7704
Bid Date 1/8/2015
Start Date
Terms net 30

Quotation

Description	Gallons	Unit Price	Total
High Molecular Weight Methacrylate Sealer			
KBP 204	2,015	\$40.00	\$80,600.00
Monomer - promoter - accelerator - initiator			
	Quantity	Unit Price	
Top Sand - 2800 # pallets	13	\$252.00	\$3,276.00
Estimated Freight			\$2,500.00
Sales Tax 9.0%			\$7,548.84
		Total	\$93,924.84

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 12-31-2015

Randy Slezak - Kwik Bond Polymers

Contractor Signature



923 Teal Drive
Benicia, CA 94510
(866) 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.

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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.

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.

1/15/14
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