

Third Bidder

STATE OF CALIFORNIA • DEPARTMENT OF TRANSPORTATION
CERTIFIED DVBE SUMMARY
 DES-OE-0102.5 (REV 3/2008)

04-17-15 03:29 RCVD

3

DISTRICT-COUNTY-ROUTE: 07 - LA - 2, 27, 101, 170, 210, 405, 710
 CONTRACT NO.: 07 - 2W7804
 TOTAL BID: \$ 496,480.⁵⁰
 BID OPENING DATE: 4-16-15
 BIDDER'S NAME: Myers and Sons Construction, CP
 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, 11-14, 23-31	LCP, Remove/Place Striping + Markers, Traffic Control (for Mallard Construction work)		Mallard Construction Inc. 714-785-5394 #1748928	\$52,351. ⁵⁰
22	Furnish Joint Seal		USC Supply 530-273-1639 #1568820	\$16,893. ⁵¹
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	\$59,245. ⁰¹ 11.93%

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.

Submit to:

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


 Signature of Bidder Date 4-16-15
(916) 283-9950
 (Area Code) Telephone Number
Joe Goehring
 Contact Person (Type or Print)



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-1295

Agency: Caltrans
Project: Contract 07-2W7804 - Treat Bridge Deck with Methacrylate, Repair Spalls and Joint Seals
Bid Date: 4/16/2015

Addenda Noted:
DIR Number: 100007027
Estimator: Gary Rivers
Email Address: gary@mallardinc.com
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	\$ 9,000.00	\$ 9,000.00
7 ✓	Remove Yellow Thermoplastic Traffic Stripe	4,550	LF	\$ -1.10	\$ 5,005.00
11 ✓	Remove Painted Traffic Stripe	340	LF	\$ -0.60	\$ 204.00
12 ✓	Remove Thermoplastic Traffic Stripe	10,450	LF	\$ -0.75	\$ 7,837.50
13 ✓	Remove Thermoplastic Pavement Marking	480	LF	\$ -2.00	\$ 960.00
14 ✓	Remove Pavement Marker	2,200	EA	\$ -1.00	\$ 2,200.00
23 ✓	4" Thermoplastic Traffic Stripe	8,930	LF	\$ 1.00	\$ 8,930.00
24 ✓	8" Thermoplastic Traffic Stripe	1,200	LF	\$ -1.25	\$ 1,500.00
25 ✓	8" Thermoplastic Traffic Stripe (Broken 12-3)	200	LF	\$ 2.00	\$ 400.00
26 ✓	Thermoplastic Pavement Marking	480	SF	\$ -4.00	\$ 1,920.00
27 ✓	4" Thermoplastic Traffic Stripe (Broken 36-12)	7,110	LF	\$ -0.50	\$ 3,555.00
28 ✓	4" Thermoplastic Traffic Stripe (Broken 17-7)	240	LF	\$ 0.50	\$ 120.00
29 ✓	Paint Traffic Stripe (2-Coat)	340	LF	\$ 1.00	\$ 340.00
30 ✓	Pavement Marker (Non-Reflective)	600	EA	\$ 2.00	\$ 1,200.00
31 ✓	Pavement Marker (Retroreflective)	420	EA	\$ 4.00	\$ 1,680.00
33	Mobilization	1	LS	\$ 6,000.00	\$ 6,000.00
BID TOTAL:					\$ 52,351.50

Project Terms & Conditions:

- A. A minimum of 15 working days prior notification is required for each move-in. Mallard Const. will not be impacted by Liquidated Damages assessed by the Contractor / Agency due to an inadequate amount of time to completed Mallard Construction Operations.
- B. The following materials and services are included in this quote: Thermoplastic [Yes], Paint [Yes], Markers [Yes], Traffic Signs-Striping Plans Only [No], Mast Arm Signs - To be Supplied Only [No], Thermo/ Paint removal [Yes], Marker removal [Yes], Temporary striping [RPM], 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. Additional move in charge. \$2,950.00
[1] Total move-ins included in this quote for permanent striping / Striping Removals. Additional move in charge. \$2,950.00
- 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.

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 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 includes 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: _____



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

A Division of United Synergy Corporation

Name / Address

Department of Transportation
1120 N Street
Sacramento, CA 95814

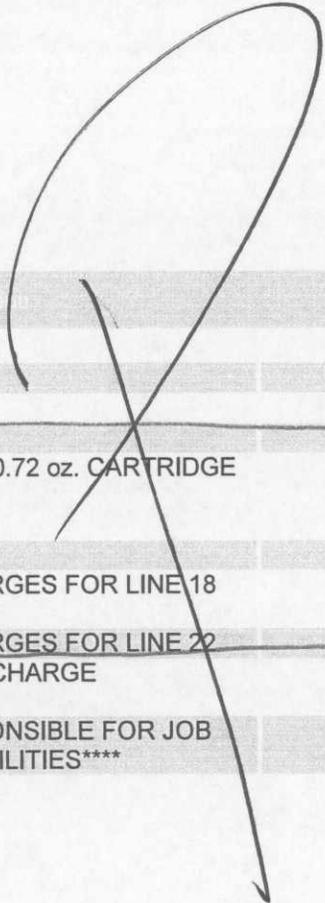
Ship To

LOS ANGELES COUNTY
VARIOUS LOCATIONS

Estimate

Date	Terms	Estimate #	Project
4/16/2015	Net 30	2015-312	07-2W7804

Description	Qty	UOM	Rate	Total
LINE 18				
Atlas Tech-Seal HMWM	2,830	gal	42.84	121,237.20T
BROADCAST SAND	1,001	BG	5.61	5,615.61T
LINE 22				
WABO@SILICONESEAL 50.72 oz. CARTRIDGE KIT (CALTRANS) (1,765 lf)	192	Kit	53.90	10,348.80T
INBOUND FREIGHT CHARGES FOR LINE 18 TO BE DETERMINED	1	ea	0.00	0.00
INBOUND FREIGHT CHARGES FOR LINE 22 TO BE DETERMINED	1	ea	209.00	209.00
USC SUPPLY DELIVERY CHARGE TO BE DETERMINED	1	ea	0.00	0.00T
****CONTRACTOR RESPONSIBLE FOR JOB SITE UNLOADING CAPABILITIES****			0.00	0.00



1,765
= \$5.8

DUBE \$10,348.⁸⁰
 + 931.³⁹ (Tax 9.0%)
 \$11,280.¹⁹
 209.⁰⁰ (Freight)
 \$11,489.¹⁹
 (60%) = \$6,893.⁵

+Prices Quoted are Valid for 30 Days from estimate date unless USC Supply receives a price increase.

Subtotal	\$137,410.61
Sales Tax (9.0%)	\$12,348.14
Total	\$149,758.75

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

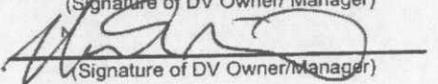
Name of certified DVBE: United Synergy Corporation DVBE Ref. Number: 1568820
Description (materials/supplies/services/equipment proposed): DECK TREATMENT/ JOINT SEALS
Solicitation/Contract Number: 07-2W7804 SCPRS Ref. Number: _____
(FOR STATE USE ONLY)

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):

<u>Edmond L Rossovich</u> (Printed Name of DV Owner/Manager)	 (Signature of DV Owner/ Manager)	<u>16 APR 2015</u> (Date Signed)
<u>Daniel E Rossovich</u> (Printed Name of DV Owner/Manager)	 (Signature of DV Owner/Manager)	<u>16 APR 2015</u> (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)
---------------------------------------	------------------------------------	------------------------

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 Locksley Lane	Phone	(530) 273-1639
	AUBURN, CA 95602	FAX	(530) 273-1740
Email	projects@uscsupply.net		
Web Page	http://www.uscsupply.net		
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		
	[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			
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 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 - 2W7804

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

04-17-15P03:29 RCVD

Bid Item Number	Description of Work, Service, or Materials	Certified Small Business (Name, Telephone No., and Certification No.)	\$ Amount
1, 3, 7, 11-14, 23-31	LCP, Traffic Control (for Mallard Const. work only), Remove/Place Striping + Markers	Mallard Construction Inc. 714-785-5394 #1748928	\$52,351. ⁵⁰
22	Furnish Joint Seal	USC Supply 530-273-1639 #1568820	\$10,557. ⁸⁰
18	Furnish Bridge Deck Treatment Material	Kwik Bond Polymers 866-434-1772 #25239	\$130,832. ²⁴
19	Rebar for Approach Slab	LA Steel Services 951-393-2013 #42683	\$5,103. ⁶⁷

Joe Goehring
 Person to Contact (Please Type or Print)
 (916) 283-9950
 (Area Code) Telephone Number

Total Claimed Participation

\$
 % of Contract

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 - 2W7804

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
19	Sawcutting for Approach Slab	Austin Enterprise 661-589-1001 # 13602	\$ 3,177.75

Joe Goehring

Person to Contact

(Please Type or Print)

(916) 283-9950

(Area Code) Telephone Number

Total Claimed Participation

\$ 202,022.96

40.69% 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-1295

Agency: Caltrans

Addenda Noted:

Project: Contract 07-2W7804 - Treat Bridge Deck with
Methacrylate, Repair Spalls and Joint Seals

DIR Number: 100007027

Estimator: Gary Rivers

Bid Date: 4/16/2015

Email Address: gary@mallardinc.com

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	\$ 9,000.00	\$ 9,000.00
7 ✓	Remove Yellow Thermoplastic Traffic Stripe	4,550	LF	\$ 1.10	\$ 5,005.00
11 ✓	Remove Painted Traffic Stripe	340	LF	\$ 0.60	\$ 204.00
12 ✓	Remove Thermoplastic Traffic Stripe	10,450	LF	\$ 0.75	\$ 7,837.50
13 ✓	Remove Thermoplastic Pavement Marking	480	LF	\$ 2.00	\$ 960.00
14 ✓	Remove Pavement Marker	2,200	EA	\$ 1.00	\$ 2,200.00
23 ✓	4" Thermoplastic Traffic Stripe	8,930	LF	\$ 1.00	\$ 8,930.00
24 ✓	8" Thermoplastic Traffic Stripe	1,200	LF	\$ 1.25	\$ 1,500.00
25 ✓	8" Thermoplastic Traffic Stripe (Broken 12-3)	200	LF	\$ 2.00	\$ 400.00
26 ✓	Thermoplastic Pavement Marking	480	SF	\$ 4.00	\$ 1,920.00
27 ✓	4" Thermoplastic Traffic Stripe (Broken 36-12)	7,110	LF	\$ 0.50	\$ 3,555.00
28 ✓	4" Thermoplastic Traffic Stripe (Broken 17-7)	240	LF	\$ 0.50	\$ 120.00
29 ✓	Paint Traffic Stripe (2-Coat)	340	LF	\$ 1.00	\$ 340.00
30 ✓	Pavement Marker (Non-Reflective)	600	EA	\$ 2.00	\$ 1,200.00
31 ✓	Pavement Marker (Retroreflective)	420	EA	\$ 4.00	\$ 1,680.00
33	Mobilization	1	LS	\$ 6,000.00	\$ 6,000.00
BID TOTAL:					\$ 52,351.50

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 [Yes], Markers [Yes], Traffic Signs-Striping Plans Only [No], Mast Arm Signs - To be Supplied Only [No], Thermo/ Paint removal [Yes], Marker removal [Yes], Temporary striping [RPM], 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. Additional move in charge. \$2,950.00
[1] Total move-ins included in this quote for permanent striping / Striping Removals. Additional move in charge. \$2,950.00
- 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.
- Prime Contractor to provide disposal area & dispose of all non-hazardous stripe & marker debris. Disposal area to be on site.
- Pre-striping pavement preparation, including sweeping, concrete curing material removal are to be provided by others.
- If Bonding is required Please add 3% to the total bid price. A minimum price of \$ 400.00 will be required for all bonds.
- Contractor is responsible for markings of all sign & post installations. It's Contractor's responsibility to install & remove USA Markings.

Payment Terms:

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

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

General Terms & Conditions

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

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

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

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

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

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

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

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

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

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

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

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

Signature: _____ Print Name: _____
Company: _____ Position: _____



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

A Division of United Synergy Corporation

Name / Address

Department of Transportation
1120 N Street
Sacramento, CA 95814

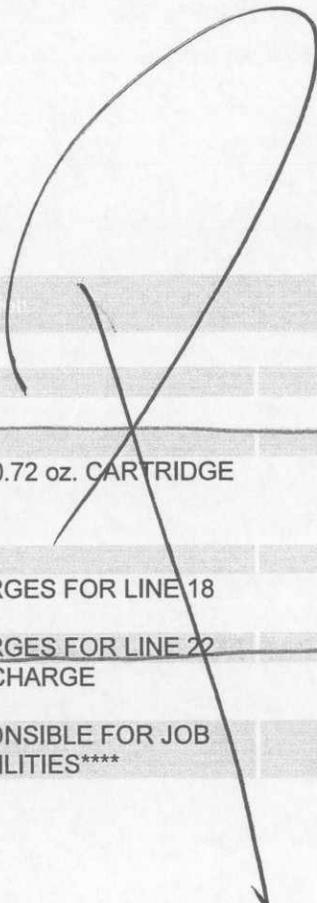
Ship To

LOS ANGELES COUNTY
VARIOUS LOCATIONS

Estimate

Date	Terms	Estimate #	Project
4/16/2015	Net 30	2015-312	07-2W7804

Description	Qty	Unit	Rate	Total
LINE 18				
Atlas Tech-Seal HMWM	2,830	gal	42.84	121,237.20T
BROADCAST SAND	1,001	BG	5.61	5,615.61T
LINE 22				
WABO®SILICONESEAL 50.72 oz. CARTRIDGE KIT (CALTRANS) (1,765 lf)	192	Kit	53.90	10,348.80T
INBOUND FREIGHT CHARGES FOR LINE 18 TO BE DETERMINED	1	ea	0.00	0.00
INBOUND FREIGHT CHARGES FOR LINE 22	1	ea	209.00	209.00
USC SUPPLY DELIVERY CHARGE TO BE DETERMINED	1	ea	0.00	0.00T
****CONTRACTOR RESPONSIBLE FOR JOB SITE UNLOADING CAPABILITIES****			0.00	0.00



1,765
= \$5.8:

DUBE \$10,348.⁸⁰
 + 931.³⁹ (Tax 9.0%)
 \$11,280.¹⁹
 209.⁰⁰ (Freight)
 \$11,489.¹⁹
 (60%) = \$6,893.⁵

+Prices Quoted are Valid for 30 Days from estimate date unless USC Supply receives a price increase.

Subtotal	\$137,410.61
Sales Tax (9.0%)	\$12,348.14
Total	\$149,758.75

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

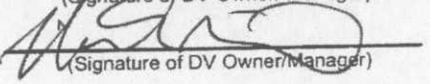
Name of certified DVBE: United Synergy Corporation DVBE Ref. Number: 1568820
 Description (materials/supplies/services/equipment proposed): DECK TREATMENT/ JOINT SEALS
 Solicitation/Contract Number: 07-2W7804 SCPRS Ref. Number: _____
 (FOR STATE USE ONLY)

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):

<u>Edmond L Rossovich</u> (Printed Name of DV Owner/Manager)	 (Signature of DV Owner/ Manager)	<u>16 APR 2015</u> (Date Signed)
<u>Daniel E Rossovich</u> (Printed Name of DV Owner/Manager)	 (Signature of DV Owner/Manager)	<u>16 APR 2015</u> (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)
---------------------------------------	------------------------------------	------------------------

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 Locksley Lane	Phone	(530) 273-1639
	AUBURN, CA 95602	FAX	(530) 273-1740
Email	projects@uscsupply.net		
Web Page	http://www.uscsupply.net		
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		
	[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			
Keywords	[921019] Rescue services		
	[951218] Utility buildings and structures		
	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		



Quotation

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

Quote # 15-1144
Contract # 07-2W7804
Bid Date 4/16/2015
Start Date ????
Terms net 30

California Small Business # 25239
randy@kwikbondpolymers.com

Description	Gallons	Unit Price	Total
High Molecular Weight Methacrylate Sealer			
KBP 204	2,830	\$40.00	\$113,200.00
Monomer - promoter - accelerator - initiator			
	Quantity	Unit Price	
Top Sand - 2800 # pallets	18	\$252.00	\$4,536.00
Estimated Freight			\$2,500.00
Sales Tax 9.0%			\$10,596.24
		Total	\$130,832.24

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.
-

.....

February 3, 2014

2

Page

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

3

Page

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.
-



1760 California Avenue, Corona, CA 92881
 Phone: 951-393-2013
 Fax: 951-340-2712
 Contractor's License #998917
 DIR # 1000012901
 DBE/SBE Certified

BID/OFFER

CONTRACTOR: Bidding Contractors **BID DATE:** 4/16/2016
ATTENTION: Estimating **BID TIME:** 2:00 PM
PROJECT NAME: 07-2W7804 – In Los Angeles at Various Location **ESTIMATE #:** 15-0013
LOCATION: Los Angeles, CA

LA Steel Services, Inc. (DBE/SBE Certified CUCP No. 42683, Metro File #9818) is pleased to submit the following offer/agreement for the above referenced project, subject to the terms and conditions specified herein. Performance of this Bid/Offer shall be governed by and in compliance with the **Concrete Reinforcing Steel Institute Manual of Standard Practice**. This offer represents the full scope and intent on the part of LA Steel Services to provide services and materials to Contractor.

This bid is submitted subject to and expressly conditioned upon all of the terms and conditions set forth below.

PLANS AND SPECIFICATIONS:

Specifications: Cal Trans 2010

Addenda: #

Plans/Drawings: 1 to 38 of 38 Sheets

Architect/Engineer: Cal Trans

PRICING CONDITIONS:

- **Prices, as quoted, will remain firm for thirty (30) calendar days**, after which time LA Steel Services reserves the right to revise this quotation.
- Prices / Bid items quoted are not for separate acceptance without prior approval.
- Seller reserves the right to renegotiate additional price increases, for any shipments and/or placing after per spec.
- LA Steel Services' price is based on detailing, fabricating, and placing on a normal five (5) day, forty (40) hour work week (all Union contract and nationally recognized holidays are observed). Performance will be based on conventional construction, timely receipt of two (2) complete printed sets of plans, specifications (in addition to CADD files) and adequate written schedules to which LA Steel Services has agreed. Contractor shall furnish design information, locations of pour joints, and construction schedules in sufficient time to allow for preparation and approval of submittals, plus seven (7) working days for fabrication and delivery. Additional lead-time will be required for special mill rolling, spirals, epoxy coating, and/or special mesh. Contract delays of more than forty-five (45) days may result in additional cost of materials.

SCOPE OF WORK/PRICE

BID ITEM	DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL
19	STRUCTURAL CONCRETE, APPROACH SLAB (TYPE R) (Includes Paving Notch Dowels)	16 CY	\$ 318.98	\$ 5,103.67

HOISTING/LOWERING:

Contractor shall furnish, without charge, suitable equipment fully operated for hoisting/lowering reinforcing steel, wire mesh, etc., including unloading trucks, staging of reinforcing to points of installation (into foundations and onto elevated decks, etc...) setting of columns/cages and/or assemblies, and power placing of individual bars that LA Steel Services may require. (Hours and/or price provided do not include hoisting/lowering for F.O.B. trucks jobsite material and/or setting of tied and stockpiled cages or mats).

SPECIAL NOTES:

1. Night work is excluded except by additive quote.
2. Approach Mats to be built and stockpiled at location of convenience for contractor to install as needed.
3. **One delivery is included in price.**

SCOPE OF WORK EXCLUSIONS

LA Steel Services' Scope of Work excludes:

1. All testing and inspection and/or any related costs thereof other than mill test reports. (Rebar, mechanical couplers and/or welded hoop test bar samples to be provided F.O.B. trucks jobsite).
2. As-Built Drawings (Shop Drawings).
3. Plain (smooth) round bars or dowels, threaded bars, form savers, rods, sleeves, sheathing, anchors, studs, bolts (anchor & misc.), and inserts.
4. Wrapping, coating, painting and/or greasing of reinforcing steel and/or wire mesh.
5. Supplying, installing, and /or maintaining any form of rebar cap or safety device on installed reinforcing steel or reinforcing steel on the ground/stored (per latest OSHA Standards).
6. Cost of pour watchman.
7. All permits and licenses, other than city/county business licenses and State Contractor's license, required for the work.
8. Cutting, burning, cleaning, straightening and/or bending of existing steel and/or improperly placed drill and grout/bond dowels.
9. Drilling, grouting, and dry packing/placing bars in drilled holes
10. Payment and/or Performance Bonds. (Material Bond may be provided if available.)
11. Furnishing and/or welding of dowels/anchors to miscellaneous steel and/or structural steel
12. Metal tags (LA Steel Services or fabricators standard tags will be used to identify steel).
13. Any and all reinforcing steel, and/or wire mesh not shown on drawings unless specifically included in Scope of Work/Price.
14. Placing or Shop Drawings prepared, reviewed, sealed or stamped by a licensed engineer.
15. All electrical bonding and/or grounding material (i.e. welding for cathodic protection).
16. All welding.
17. Epoxy Coated/Galvanized deformed and/or plain bars and/or wire mesh.
18. Field bending of rebar other than by additive quote.

19. The cost of reworking, rehabilitating and/or replacing reinforcing steel damaged or lost as a result of flood conditions. If storm damage should occur, responsibility for steel fully or partially in place, and for steel stored in locations designated by Contractor, shall be for Contractor's account.
20. Traffic control (lane closures, barricades, flagmen, signs, lights, etc.).
21. Overtime premiums and/or shift work.
22. Removal of spoils from footings and small wire clippings caused by normal reinforcing installation.

GENERAL CONDITIONS

1. Contractor's acceptance of all of the terms and conditions of this Bid/Offer shall be conclusively evidenced by Contractor listing, permitting/directing performance, or signing and returning this offer.
2. LA Steel Services may begin performance of the work, pending receipt of an executed final agreement. However, should a final mutually acceptable agreement not be forthcoming or should the terms and conditions of LA Steel Services offer be altered or modified, LA Steel Services reserves the right to immediately stop performance and Contractor agrees to indemnify LA Steel Services for all costs and loss of profit.
3. The following items, as required, are to be provided by Contractor, fully erected for use at all locations necessary without charge to LA Steel Services:
 - A. Lines, grades, supporting templates, layout, racks, ramps, ladders, sanitary facilities, trash bins, adequate lighting, and Cal-OSHA approved Heavy Duty scaffolding (per sections 1926 subpart L App. A & E).
 - B. Full access to all working areas for material, equipment, manpower, and level space for delivery, assembly and storage of steel, accessible to tractor-semi-trailer deliveries and within 25 feet of where materials are to be used or hoisted.
 - C. As required, adequate electrical power and compressed air (90 PSI Min.).
 - D. Adequate areas for staging, storage, and pre-assembly of materials.
4. Subcontractor shall be paid monthly progress payments equal to one hundred percent (100%) of monthly billings within ten days (10) days of Contractor receiving payment from project owner for value of work completed, plus Owner approved amount of materials on hand and/or equipment (if any) suitably stored on or off site. Contractor shall, at all times, be financially responsible to LA Steel Services for labor and material supplied pursuant to this offer. If a dispute arises between Contractor and Owner that delays receipt of payment by Contractor from Owner, unrelated to the performance of or materials supplied by Subcontractor, Contractor shall make progress and/or retention payment to Subcontractor within a reasonable time. A reasonable time for payment from Contractor to Subcontractor shall be defined as being due 45 days from Subcontractor's progress billing date.
5. Contractor shall not withhold retention greater than that being withheld by the Owner from the Contractor and shall immediately reduce retention withheld from Subcontractor, by a like percentage, when reduced to Contractor by Owner. In no event shall retention withheld by Contractor from LA Steel Services exceed the percentage withheld from Contractor by Owner. Final retention payment shall be made not later than 35 days from date LA Steel Services has completed its scope of work.
6. No retention shall be withheld on FOB and/or tied and stockpiled material, if approved by Owner.
7. LA Steel Services shall not be required to continue performance if, after Contractor has received payment for the properly performed work of LA Steel Services, timely payments are not made to LA Steel Services.
8. All sums not paid when due shall bear an interest rate of 2% per month or the maximum legal rate permitted by law, whichever is greater; and all costs of collection, including a reasonable attorney's fee, shall be paid by Contractor as prescribed by Section 7108.5 of the California Business and Professions Code.
9. No provision of this Subcontract shall serve to void LA Steel Services entitlement to payment for properly performed contract/extra work or suitably stored materials, or to void Subcontractor's right to file a lien, stop notice, and/or claim on its behalf.
10. Neither party will have the right of set-off against the other party for any reason.
11. If LA Steel Services is required by the Contractor to perform change order/extra work, said extra work must be authorized in writing by Contractor's Field Management personnel having apparent authority to authorize such extra work or an officer of the Contractor. Such written/executed directives from the Contractor shall constitute acceptance of financial responsibility by Contractor and a billable event upon completion of the work. **Extra/CCO shall be net 30 days regardless of being paid by owner.**
12. No back charges or claims of the Contractor for services provided shall be valid except by an agreement in writing, agreed to between the parties prior to services being provided.
13. Field labor called for herein is to be performed during LA Steel Services regular working hours, eight hours per day, five days a week (all Union Holidays are observed), unless required and agreed to during bid negotiations. All work performed outside of such hours shall be charged at LA Steel Services standard rates for overtime, weekend, or holiday work. LA Steel Services standard rates are per Caltrans force account rates. (Labor Surcharge % per Concrete Construction - Bridge) However, should LA Steel Services be behind the preapproved construction schedule, all overtime/premium time required to regain the construction schedule shall be for subcontractor's account.
14. LA Steel Services will indemnify, defend and save harmless Contractor and Contractor's customer from LA Steel Services' proportionate share of liability for claims attributable to bodily injury (including death) and/or property damage (to other than the Work itself) to the extent caused by the negligence or intentional misconduct of LA Steel Services or anyone directly or

indirectly employed by LA Steel Services. Subcontractor will name Contractor and Contractor's customer as additional insured on Subcontractor's insurance policies only if required to do so by the Contract Documents and only by means of Subcontractor's standard additional insured endorsement. Indemnification and insurance provided by LA Steel Services shall not extend coverage to Architects, Engineers or other design professionals. Indemnification and insurance coverage shall be limited to Contractor and Contractor's customer only.

- 15. LA Steel Services carries the following insurance coverage's.
General Liability; Carrier-A.M. Best Rated A X Non-Admitted. Form: CG2001 10/01-2001 ISO Occurrence Commercial General Liability including products. Limits: Each Occurrence \$1,000,000. General Aggregate \$2,000,000 Products/Comp Ops Aggregate \$2,000,000 Personal Injury & Advertising \$1,000,000 Medical Payments-Per Person \$5,000 Fire Legal Damage \$50,000.
Workers Compensation; Carrier: State Compensation Insurance Fund, Statutory includes Employers Liability.
- 16. Contractor shall provide LA Steel Services with copies of all contract documents applicable to LA Steel Services performance, duties, or obligations at its Headquarters Office.
- 17. Subcontractor shall be provided a mutually approved construction schedule providing a reasonable time in which to make delivery of submittals, materials and/or labor so as to commence and complete the performance of the Subcontract.
- 18. Subcontractor shall not be responsible for delays, accelerations, or defaults where occasioned by any causes beyond its control, including but not limited to: delays caused by the Owner, General Contractor, Architect and/or Engineers.
- 19. Subcontractor shall be entitled to equitable adjustment in the subcontract amount for additional costs due to unanticipated project delays or accelerations caused by the Contractor or others under the direct control of Contractor, and whose acts is not Subcontractor's responsibility.
- 20. The Contractor shall make no demand for liquidated damages for delays in excess of the amount specified in the Contract Documents and no liquidated damages may be assessed against Subcontractor for more than its proportionate share of the amount paid by the Contractor for unexcused delays to the extent actually caused by Subcontractor.
- 21. Splices in reinforcing bars and/or construction joint dowels for Contractor's convenience shall be for Contractor's account. Also splices required due to low overhead, power lines and/or deficiencies in hoisting equipment unless specifically shown on contract drawings at that particular location shall be for Contractor's account.
- 22. LA Steel Services shall not be liable for repair of any damage caused by others outside the control of LA Steel Services. Approval for pouring or embedment in concrete shall constitute acceptance by Contractor of that portion of work and shall terminate LA Steel Services responsibility. Required remedial work, due to damage caused by others shall be for Contractor's account.
- 23. Cost of Ironworker show-up and/or stand-by time, scheduled by Contractor, when work is not ready shall be for Contractor's account.
- 24. Contractor shall furnish, without charge, templates/starter walls constructed with sufficient accuracy to support vertical reinforcing steel within placing tolerances specified by Owner. Templates/Starter walls shall not be double formed before reinforcing steel is installed unless prior approval has been granted.
- 25. Contractor shall furnish adequate parking for all LA Steel Services employees at no cost to LA Steel Services within three (3) standard blocks of the jobsite. If Contractor does not provide this parking, Contractor will pay LA Steel Services for all parking related costs including cost of vehicle parking, cost of shuttle services and travel time costs while employees are in transit unless specifically included in Scope of Work/Price or by additive quote.
- 26. Contractor will provide full access to all areas of the project for at least one (1) LA Steel Services' Foreman truck to provide supplies and accessories as needed for the project.
- 27. Ramps adequate to allow semi tractor-trailer deliveries of reinforcing to point of final placement shall be furnished by Contractor for all work below grade and shall be maintained in place until all work below grade is complete. If above ramps are not provided, all cost for equivalent service shall be for Contractors account.
- 28. Subcontractor shall not be responsible for material replacement cost due to theft and or lost on job, when materials are scheduled by contractor and not used promptly.

Accepted this _____ day of _____, 20_____

LA Steel Services

Contractor:

By: Richard Rabay
Richard Rabay

by: _____

Its: Vice President

Its: _____

Title

Title



To:
Fax: 1-916-614-9520
Phone:

From: Lee Albright
Date: 4/16/2015

RE: 07-2W7804 Bid/Offer

- Urgent
- For Review

- Please Comment
- Please Reply

Comments:

fax cover

LA Steel Services, Inc.
1760 California Avenue, Suite 201
[Phone number - (951) 393-2014]
[Fax number - (951) 340-2712]
[e-mail -]
[Website -]

AUSTIN ENTERPRISE

License #764893

PO Box 81926

Bakersfield, CA, 93380

661-589-1001 FAX 589-9509

Certified DBE/MBE/WBE/UDBE

CT #013602

DIR # 1000001896

Send to: Myers and Sons Constr.	From: Ty/Darold
Attention: Estimating/Joe Goehring	Date: April 15, 2015
Fax number: 916-614-9520	Phone number: 916-283-9950

Urgent
 Reply ASAP
 Please comment
 Please review
 For your information

Total pages, including cover: 3

Comments

Project: CDOT #07-2W7804
 Various locations in Los Angeles

Bid Date: April 16, 2015

This transmission may contain confidential and/or privileged information. If you are not the addressee or authorized to receive this for the addressee, you must not use, copy, disclose or take any action based on this message or any information herein. If you have received this transmission in error, please advise the sender immediately by reply and destroy the material in its entirety. Thank you

AUSTIN ENTERPRISE

License #764893

P. O. Box 81926

Bakersfield, CA, 93380

661-589-1001 FAX 589-9509

Certified DBE/MBE/WBE CT-13602

Certified UDBE CT-13602

DIR # 1000001896

BID PROPOSAL

Contract: CDOT # 07-2W7804
Various loc in Los Angeles

Bid Date: April 16, 2015

BID ITEM # 19 / Structural Concrete Approach Slab Type R (portion):

16 cy / Saw cut only

Approx 285 lf + - x 14" thick pcc.....\$11.15 per lf.....\$3,177.75

Conditions for above items:

1. Contractor to provide traffic control as needed.
2. Contractor to provide layout and clear access to work area.
3. Contractor to provide water source on site.
4. Contractor to provide an approved disposal site for slurry.
5. One move in included. Additional moves at \$500.00 each.
6. Contractor to provide lighting and sufficient safety apparatus for protection of our workmen.
7. Prior arrangements in writing are required for overtime, other than work dictated by closure schedules.
8. A copy of this quotation to be used as an attachment in force in subcontract.

Note *- Union Signatory,
Insurance \$5,000,000.00 liability,
No Bonding

AUSTIN ENTERPRISE

License #764893

P. O. Box 81926

Bakersfield, CA, 93380

661-589-1001 FAX 589-9509

Certified DBE/MBE/WBE CT-13602

Certified UDBE CT-13602

DIR # 1000001896

BID PROPOSAL

Contract: CDOT # 07-2W7804
Various loc in Los Angeles

Bid Date: April 16, 2015

BID ITEM # 21 / Clean Expansion Joint (portion):

1,765 lf Clean and prep joint.....\$20.00 / lf.....\$35,300.00

BID ITEM # 22 / Joint Seal (MR ½") portion:

1,765 lf Prep, furnish and install joint sealant.....\$38.00 / lf.....\$67,070.00

DO NOT SPLIT BID ITEMS

Total.....\$102,370.00

Conditions for above items:

1. Contractor to supply traffic control as needed. **20 shifts required**
2. Contractor to provide layout and clear access to work area.
3. Contractor to provide access to water and approved slurry disposal site.
4. All spall repairs to be completed prior to Austin's arrival.
5. One move in included. Additional moves at \$1,500.00 each.
6. A copy of this quotation to be used as an attachment in force in subcontract.

Note *- Union Signatory,
Insurance \$5,000,000.00 liability,
No Bonding