

DISTRICT-COUNTY-ROUTE: 07-LA-210-R32.9/R36.5

TOTAL BID: 2,875,985.10

BID OPENING DATE: 11-03-16

DVBE PRIME CONTRACTOR CERTIFICATION:

11-07-16A10:37 RCVD

Submit to:

# FOURTH BIDDER

MSC 43  
Office Engineer  
Department of Transportation  
1727 30th Street  
Sacramento, CA 95816-7005

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

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.

Total Claimed Participation \$ 126,497.50  
% 4.39

Contact Person: Dominic Sposeto  
(Type or Print)

(Area Code) Telephone Number: 925-245-1300



Signature of Bidder

11/4/2016

Date

STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION

Contract No.: 07-3W5004 Project ID: 0716000163

Bidder Name: FBD Vanguard Construction

Bidder ID: VC0000017387

CERTIFIED DVBE SUMMARY

DES-OE-102.5 (REV 3/2008)

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Bid Item Number:

1,2,3(7.5% - Their Portion Only),7-8,17-26,29(2% - Their Portion Only)

Description of Work to Be Subcontracted to DVBE or Materials to be Supplied by DVBE:

Lead Compliance, Striping & Markers, Const. Area Signs, Traffic Control(Partial FOR CALTRANS USE ONLY

DVBE Name:Mallard Construction, Inc.

DVBE Telephone Number:714-785-5394

DVBE Certification Number:1748928

\$Amount:126,497.50

Bid Item Number:

Description of Work to Be Subcontracted to DVBE or Materials to be Supplied by DVBE:

FOR CALTRANS USE ONLY

DVBE Name:

DVBE Telephone Number:

DVBE Certification Number:

\$Amount:

Bid Item Number:

Description of Work to Be Subcontracted to DVBE or Materials to be Supplied by DVBE:

FOR CALTRANS USE ONLY

DVBE Name:

DVBE Telephone Number:

DVBE Certification Number:

\$Amount:

Bid Item Number:

Description of Work to Be Subcontracted to DVBE or Materials to be Supplied by DVBE:

FOR CALTRANS USE ONLY

DVBE Name:

DVBE Telephone Number:

DVBE Certification Number:

\$Amount:

**Supplier Profile**  
State of California Certification



Certification ID : 1748928

Legal Business Name  
MALLARD CONSTRUCTION INC

Doing Business As (DBA) Name1:  
MALLARD CONSTRUCTION INC

Doing Business As (DBA) Name2:

Office Phone Number  
760.550.1645

Business Fax Number  
714.974.1753

Business Web Address

Address  
1762 N NEVILLE ST  
ORANGE  
CA 92865

Email:  
sam@mallardinc.com (mailto:sam@mallardinc.com)

Total No. of Employees  
68

Business Types:  
Construction , Non-Manufacturer

Notification Preference  
Email

Service Areas

Alameda , Alpine , Amador , Butte , Calaveras , Colusa , Contra Costa , Del Norte , El Dorado , Fresno , Glenn , Humboldt , Imperial , Inyo , Kern , Kings , Lake , Lassen , Los Angeles , Madera , Marin , Mariposa , Mendocino , Merced , Modoc , Mono , Monterey , Napa , Nevada , Orange , Placer , Plumas , Riverside , Sacramento , San Benito , San Bernardino , San Diego , San Francisco , San Joaquin , San Luis Obispo , San Mateo , Santa Barbara , Santa Clara , Santa Cruz , Shasta , Sierra , Siskiyou , Solano , Sonoma , Stanislaus , Sutter , Tehama , Trinity , Tulare , Tuolumne , Ventura , Yolo , Yuba

[View Keywords](#)

[View Classifications](#)

Active Certifications ?

| Certification Type | Status   | From       | To         |
|--------------------|----------|------------|------------|
| DVBE               | Approved | 10/12/2016 | 10/31/2018 |
| SB                 | Approved | 11/04/2013 | 11/30/2016 |

Certification History ?

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# MALLARD CONSTRUCTION INC.

A DVBE UNION CONTRACTOR - Laborers Local # 1184

a SB/DVBE/SDVOSB Company DGS CERT # 1748928 CSLB # 826607 LIC CLASS B, C-31, C-32, D-06, D-38, D-42, D-64  
1762 N. Neville St. Orange CA 92865  
Ph. (714) 785-5394 Fax (714) 974-1753  
E-MAIL: GARY@MALLARDINC.COM

Quote No: GR-2640

Agency: Caltrans

Addenda Noted:

Project: Contract 07-3W5004 - Replace Concrete Slab

DIR Number: 100007027

Estimator: Gary Rivers

REVISED PROPOSAL

Email Address: gary@mallardinc.com

Bid Date: 11/3/16

Cell Phone 714-785-5394

| Item              | Item Description   | Quantity | Unit  | Unit Price   | Extended Price                       |
|-------------------|--|----------|-------|--------------|--------------------------------------|
|                   |  |          |       |              | \$ -                                 |
| 1                 | Lead Compliance Plan (For Yellow Stripe Removals Only)   | 1        | LS    | \$ 1,500.00  | \$ 1,500.00                          |
| 7                 | Remove Yellow Thermoplastic Traffic Stripe   | 55,200   | LF    | \$ 0.25      | \$ 13,800.00                         |
| 8                 | Remove Pavement Marker   | 9,170    | EA    | \$ 0.80      | \$ 7,336.00                          |
| 17                | 4" Thermoplastic Traffic Stripe  | 88,600   | LF    | \$ 0.35      | \$ 31,010.00                         |
| 18                | 8" Thermoplastic Traffic Stripe  | 3,710    | LF    | \$ 0.65      | \$ 2,411.50                          |
| 19                | 8" Thermoplastic Traffic Stripe (Broken 12-3)  | 7,200    | LF    | \$ 0.65      | \$ 4,680.00                          |
| 20                | Thermoplastic Pavement Marking   | 560      | SF    | \$ 5.00      | \$ 2,800.00                          |
| 21                | 4" Thermoplastic Traffic Stripe (Broken 36-12)   | 60,400   | LF    | \$ 0.25      | \$ 15,100.00                         |
| 22                | 4" Thermoplastic Traffic Stripe (Broken 17-7)  | 100      | LF    | \$ 1.00      | \$ 100.00                            |
| 23                | 8" Thermoplastic Traffic Stripe (Broken 36-12)   | 1,320    | LF    | \$ 0.65      | \$ 858.00                            |
| 24                | Paint Traffic Stripe (2-Coat)  | 28,100   | LF    | \$ 0.12      | \$ 3,372.00                          |
| 25                | Pavement Marker (Non Reflective)   | 5,060    | EA    | \$ 1.00      | \$ 5,060.00                          |
| 26                | Pavement Marker (Retroreflective)  | 4,110    | EA    | \$ 2.00      | \$ 8,220.00                          |
| 29                | Mobilization   | 1        | LS    | \$ 4,000.00  | \$ 4,000.00                          |
|                   | Excludes Traffic Control for Mallard Forces. A total of 7 shifts<br>Will be required to complete the above stated line items                 |          |       |              | \$ -<br>\$ -<br>\$ -<br>\$ -<br>\$ - |
|                   | At Contractor Option   |          |       |              | \$ -                                 |
| 2                 | Construction Area Signs (See Below Terms)  | 1        | LS    | \$ 8,250.00  | \$ 8,250.00                          |
| 3                 | Traffic Control System (For Mallard Forces Only)   | 1        | LS    | \$ 18,000.00 | \$ 18,000.00                         |
|                   | CAS Terms and Conditions   |          |       |              | \$ -                                 |
|                   | Price does not include maintenance, relocation changes of dates<br>or replacements.  |          |       |              | \$ -                                 |
|                   | Core Drilling or Concrete Repair / Patchwork is not included   |          |       |              | \$ -                                 |
|                   | Estimate reflects the entire quantity of signs and does not<br>reflect signs to be reused.   |          |       |              | \$ -                                 |
|                   | No Partial Move-ins All Signs will be furnished & Installed at<br>once.  |          |       |              | \$ -                                 |
|                   | If Signs are damaged, lost, stolen the Contractor will bear all<br>cost.   |          |       |              | \$ -                                 |
|                   | Provide Temp Striping and Markings for General Contractor<br>behind Grinding / Paving Crew<br>( Price is based on 4 to 5 consecutive Shifts) | 1        | Shift | \$ 1,050.00  | \$ -                                 |
|                   | One time Charge for Paint Material   | 1        | LS    | \$ 3,000.00  | \$ -                                 |
|                   |  |          |       |              | \$ -                                 |
| <b>BID TOTAL:</b> |  |          |       |              | <b>\$ 126,497.50</b>                 |

### Project Inclusions / Exclusions:

- A. A minimum of 15 working days prior notification is required for each move-in. Mallard Const. will not be impacted by Liquidated Damages assessed by the Contractor / Agency due to an inadequate amount of time to completed Mallard Construction Operations. General Contractor is to submit in writing a project schedule prior to the above noted working day requirement.
- B. The following materials and services are included in this quote: Thermoplastic [Yes], Paint [Yes], 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 [Opt], Temp tab removal [No], Post "No Parking" Signs [No], Curb Painting [No], Channelizers [No]
- C. Total move-ins included in this quote for Permanent Striping / Striping Removals will be as noted: 2 EA  
Additional Cost for BC Traffic to remobilize It's Crew will be charge at the following cost: \$ 2,950.00 EA
- D. No Traffic control is included in this quote. Traffic control when included in this quote is only for Mallard Const. Operations.
- E. If General Contractor or any of its sub-contractors work within Mallard Const. traffic control, the expense will be shared accordingly at Mallard Const. discretion. No advance posting, signing, or CMS is included for Mallard Const. traffic control.
- F. Prime Contractor to provide us with a JOBSITE secure area for temporary storage of all hazardous stripe removal debris.
- G. Prime Contractor to provide disposal area & dispose of all non-hazardous stripe & marker debris. Disposal area to be on site.
- 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.
- K. Upon Award of Contract, Mallard Const. will Submit its weather policy statement that will become a binding document to the contract.
- L. Contractor is responsible for markings of all sign & post installations. It's Contractor's responsibility to remove USA Markings.

### Payment Terms:

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

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

*General Terms & Conditions*

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

Mallard Const. requires a written contract, purchase order or signed quote prior to the start of work. Any required Testing, Engineering, Design, Permits, Licenses or Applications, and the like to be provided by others.

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

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

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

Mallard Const. requires fifteen (15) working days notice prior to commencement of any production activity. If any of Mallard Const. work will be a controlling operation on the critical path of this project, Mallard Const. must be notified in writing prior to execution of the Subcontract Agreement and provided with a CPM schedule which details this work. Failure to provide this information w 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, Vice President - Estimating  
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: \_\_\_\_\_