

# Second Bidder

04-06-15 P01:40 RCVD

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

DISTRICT-COUNTY-ROUTE: 07 - VEN - 1 - 27.1/28.5  
 CONTRACT NO.: 07-477504  
 TOTAL BID: 648,793.80  
 BID OPENING DATE: 4-2-15  
 BIDDER'S NAME: TORO ENTERPRISES, INC.  
 DVBE PRIME CONTRACTOR CERTIFICATION <sup>1</sup> N/A

Bid Item Number	Description of Work to Be Subcontracted to DVBE or Materials to Be Supplied by DVBE <sup>2</sup>	For Caltrans Only	DVBE (Name, Telephone No., and Certification No.)	\$ Amount
10 THRU 15	STRIPING & MARKING, PAVEMENT MARKERS		MAILLARD CONSTRUCTION INC. #714-785-5394 CET# 1748928	
16	PORTION OF MOBILIZATION		" "	\$46,440.00
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.				<b>Total Claimed Participation</b> \$ <u>46,440.00</u> <u>7.2</u> %

- DVBE prime contractors must enter their DVBE reference number or their DBA name as listed with Department of General Services (DVBE prime contractors are credited with 100 percent DVBE participation and need not complete the above table).
- If 100% of an item is not performed or supplied by the DVBEs, describe the exact part, including the planned location of work to be performed, of item to be performed or supplied by DVBE.

Submit to:

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

  
 Signature of Bidder Date 4/3/15

805-483-4515  
 (Area Code) Telephone Number

CRAIG THOMPSON  
 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-1237

Agency: Caltrans  
Project: Contract 07-4T7504 - Cold Plane Asphalt Concrete  
Pavement and Place HMA  
Bid Date: 4/2/2015

Addenda Noted: 1 is noted  
DIR Number: 1000007027  
Estimator: Gary Rivers  
Email Address: [gary@mallardinc.com](mailto:gary@mallardinc.com)  
Cell Phone 714-785-5394

Item	Item Description	Quantity	Unit	Unit Price	Extended Price
10	4" Thermoplastic Traffic Stripe	20,100	LF	\$ 0.38	\$ 7,638.00
11	6" Thermoplastic Traffic Stripe	52,300	LF	\$ 0.50	\$ 26,150.00
12	8" Thermoplastic Traffic Stripe	630	LF	\$ 1.00	\$ 630.00
13	Thermoplastic Pavement Marking	530	SF	\$ 8.00	\$ 4,240.00
14	4" Thermoplastic Traffic Stripe (Broken 36-12)	6,340	LF	\$ 0.30	\$ 1,902.00
15	Pavement Marker (Retroreflective)	460	EA	\$ 3.00	\$ 1,380.00
16	Mobilization	1	LS	\$ 4,500.00	\$ 4,500.00
	Excludes Traffic Control - A total of Three (3 EA) will be required to complete the above line items				\$ -
	At Contractor Option				\$ -
	Provide Temp Striping and Markings for General Contractor behind Grinding / Paving Crew ( Price is based on 4 to 5 consecutive Shifts)	1	Shift	\$ 1,185.00	\$ -
	One time Charge for Paint Material	1	LS	\$ 2,350.00	\$ -
<b>BID TOTAL:</b>					<b>\$ 46,440.00</b>

### 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-Striping Plans Only [No], Mast Arm Signs - To be Supplied Only [No], Thermo/ Paint removal [No], Marker removal [No], Temporary striping [Opt], 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. \$3,150.00
- 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.

**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: \_\_\_\_\_