

LOW BIDDER

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

# Low Bidder

DISTRICT-COUNTY-ROUTE: 11 - SD - 8,52,94,125,805

CONTRACT NO.: 11-2M5204

TOTAL BID: 454,240.35

BID OPENING DATE: 4/11/13

BIDDER'S NAME: Peterson-Chase General Engineering Construction, Inc.

DVBE PRIME CONTRACTOR CERTIFICATION <sup>1</sup>

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
1,2,3,4,6,8	FURNISH PSP, WPCP, LCP, CONST SIGNS, ARROW BOARDS, CMS		GLOBAL ENVIRONMENTAL NETWORK 800 230-6944 # 24765	\$ 24,690

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>24,690</u> <u>5.4</u> %
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- DVBE prime contractors must enter their DVBE reference number or their DBA name as listed with Department of General Services (DVBE prime contractors are credited with 100 percent DVBE participation and need not complete the above table).
- If 100% of an item is not performed or supplied by the DVBEs, describe the exact part, including the planned location of work to be performed, of item to be performed or supplied by DVBE.

Submit to:

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

Dick W. Vogels 4/11/13  
Signature of Bidder Date  
(949) 252-0441  
(Area Code) Telephone Number

Dick W. Vogels  
Contact Person (Type or Print)

**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-69, Sacramento, CA 95814.

**CERTIFIED SMALL BUSINESS LISTING FOR THE NON-SMALL BUSINESS PREFERENCE**

DES-OE-0102.8 (REV 2/2011)

**BIDDER NAME** Peterson Chase General Engineering Construction, Inc. **CONTRACT NO.** 11 - 2M5204

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

# Low Bidder

Bid Item Number	Description of Work, Service, or Materials	Certified Small Business (Name, Telephone No., and Certification No.)	\$ Amount
1, 2-4, 6, 8	MOTIL'S	GEN.I.	\$ 24,690 -
15	MOTL'S	KWIK BOND POLYMERS	\$ 80,000 -
7, 10, 11, 25-30	STRIPING	PAYCO	\$ 37,688 -

Dick W. Vogel's  
Person to Contact (Please Type or Print)

949. 252. 0441  
(Area Code) Telephone Number

**Total Claimed Participation**

\$ 142,378 -  
31 % 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.

04-15-13 P02:15 RCVD

?html xmlns:v="urn:schemas-microsoft-com:vml" xmlns:o="urn:schemas-microsoft-com:office:office"  
xmlns:w="urn:schemas-microsoft-com:office:word"  
xmlns:m="http://schemas.microsoft.com/office/2004/12/omml" xmlns="http://www.w3.org/TR/REC-html40">

.....  
**FAXTRANSMISSION**  
.....



Global Environmental Network, Inc.  
Santa Ana / Oakland / South Pacific (Guam)  
Tel:800-230-6844 Fax:714-479-1199

.....  
To: Inc  
From: Global Environmental Network, Inc.  
Subject: 11-SD-8, 52, 94, 125, 805-VARIOUS; - CLEAN AND TREAT BRIDGE DECK WITH  
METHACRYLATE AND REPLACE JOINT SEAL  
.....

Message: CA DVBE / SBE No. 24765 DVBE / Est. \$570K  
GENI Ref. No. 11-2M5204 Bid Date: 4/11/2013  
April 3, 2013 Duration: 75 Working Days  
SUBJECT: CA DVBE / SBE QUOTATION - CALTRANS # 11-2M5204  
11-SD-8, 52, 94, 125, 805-VARIOUS;  
CLEAN AND TREAT BRIDGE DECK WITH METHACRYLATE AND REPLACE JOINT SEAL

***ATTEND OUR TRAINING COURSES AND PAY FOR THEM WITH YOUR DVBE CREDIT***

***Asbestos – Lead – HAZWOPER – Confined Space – Scaffolding - Trench***  
***Oakland and Anaheim***

***NEED A WPC MANAGER FOR YOUR PROJECT? SEE OUR OFFER IN THIS BID!***

***SWPPP Courses – Learn how to fill out your forms***

***CESSWI Review Course and Exam***

***Sign-up Now for the CESSWI Review Course and Exam***

***Anaheim / Oakland CA – Priced to fill up quickly @***

***CESSWI Review \$250 / CESSWI Exam \$75***

***CESSWI Review and Exam together is a \$10 discount so the total is \$325 if they sign up for both.***

***Contact the Training Department at 714-479-1199 for full details***

***Online Registration > <http://www.SafetyGENI.com/schedule.html>***

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# GLOBAL ENVIRONMENTAL NETWORK, INC.

## ENVIRONMENTAL, SAFETY & CONSTRUCTION ENGINEERING SERVICES

Main Office: Box 8068, Fountain Valley, CA. 92728-8068

Additional Locations: Oakland / Fresno / Santa Cruz / Santa Maria / Santa Ana / Bakersfield

www.My-DVBE.com

License No. 878478 - A / Haz

Phone: 800-230-6944

email: [GENI@SafetyGeni.com](mailto:GENI@SafetyGeni.com)

Fax: 714-479-0809

### SAFETY COURSES OFFERED BY SafetyGENI™

- Crane Training
  - CCO Written Exams
  - CCO Practical Exams
- Traffic Control Coning & Flagging Awareness
- Safety Orientation for Construction
- Scaffold Safety Awareness
- Fall Protection Awareness
- Trench Safety Competent Person Awareness
- Trench Rescue
- Confined Space
- Confined Space Rescue
- Urban Search & Rescue
- Respirator Training & Fit Testing
- CPR & First Aid
- Crane Operator Awareness
- Forklift Training Awareness
- Aerial Lift Awareness
- Hearing Conservation Training
- DOT HM 126F/181 Awareness
- Emergency Response Awareness / Refresher
- Operational Technician Specialist
- HAZWOPER Awareness / Refresher
- Supervisor
- Waste Site Worker
- Household Hazardous Waste
- Asbestos Training
- Lead Training
- 24 Hr SWPPP Training

CA DVBE / SBE No. 24765

DVBE / Est. \$570K

GENI Ref. No. 11-2M5204

Bid Date: 4/11/2013

April 3, 2013

Duration: 75 Working Days

SUBJECT: CA DVBE / SBE QUOTATION - CALTRANS# 11-2M5204

11-SD-8, 52, 94, 125, 805-VARIOUS;

CLEAN AND TREAT BRIDGE DECK WITH METHACRYLATE AND REPLACE JOINT SEAL

\*\*\* Acceptance of This Bid is good for 30 Days from Bid Date. \*\*\*

Item 1 > Lead Compliance Plan (LCP) for Residue Containing Lead from Paints and Thermoplastics (RCLPT)<sup>1,3,5,7</sup>

Options:

- 1) Lead Plan only (Certified by CIH); or
- 2) Lead Plan (Certified by CIH) and Awareness Training; or
- 3) Lump Sum (plan, training, air monitoring, analysis, report)

\$785.00

\$1,630.00

\$3,030.00

Item 2 > Construction Area Signs Furnished (Unframed)<sup>1,3,9,10</sup>

Lump Sum

Quantity Required of unframed signage (CAS) from sheet 2 & 3, CS-1 & TH-1 @ \$12.00 / SqFt

Note: Pricing does not include Lumber, Straps, Shipping or Sales Tax

360 SF x 12 = \$4,320  
\$12.00/SqFt

Item 3 > Traffic Control System (partial)

Arrow Boards<sup>1,2,3,8</sup>

4 Weeks Rate (each unit)

7 Days Rate (each unit)

EA 2 x 8 WEEKS x \$245

\$575.00\*

\$245.00\*

\$3,920

Item 4 > Portable Changeable Message Signs (partial)<sup>1,2,3,8</sup>

4 Weeks Rate (each unit)

7 Days Rate (each unit)

EA 2 x 8 x \$575 = \$9,200

\$1,275.00\*

\$575.00\*

\* Equipment delivery or pick-up rates

Pick up or drop off by customer at GENI's Facility:

Item 5 > Job Site Management (partial - Training Services)<sup>1,3,6,7</sup>

Lump Sum

\$185.00

JSM Package - Option 1

This Job Site Management package includes a project specific JSM binder that an experienced Water Pollution Control Manager can use to assist them in meeting the project's **Job Site BMP training** / Management requirements.

OR

Lump Sum

\$2,540.00

JSM Package - Option 2

**Instructor led, On-Site BMP Awareness training course** s "Train the Trainer" course and a "Training CD" for your future training requirements. The JSM package includes a project specific JSM binder with a full colored Employee Training section. Five student manuals are also included in this package for the required training

Item 6 > Prepare Water Pollution Control Program (WPCP)<sup>1,3,6,7</sup>

Lump Sum (Est. 12 Engineering Drawings)

Option 1.B - Plan Written by a QSP and GENI is not the WPCM

\$745.00

Additional WPCP Services:

NOTE: For assistance with WPCM requirements; contact Marshall at 1-800-230-6944

Item 8 > Public Safety Plan (PSP) / Airborne Emissions Monitoring Plan (AEMP) for High Molecular Weight Methacrylate (HMWM) (Partial)<sup>1,3,5,7</sup>

Airborne Emissions Monitoring Plan

\$885.00

Lump Sum (package)

\$3,440.00\*

This estimate includes mobilization, 1 bridge needing one direction air monitoring for HMWM treatment and 0 weekends (non-consecutive days) an Airborne Emissions Monitoring Plan, pumps, test media, lab analysis and final report.

See notes below to develop your own estimates

Additional work:

Airborne Emissions Monitoring Plan

\$785.00

Each additional day / partial day (8 hours or less)

\$975.00

Each additional test for HMWM (includes pumps & 5 samples)

\$525.00

Each additional mobilization

\$1,435.00\*

Note: Estimates are for bidding purposes only. The actual pricing may change upon requirements of RE or contractor.

Each additional lab report

\$775.00

(May be required if time between mobilization require a separate report)

\* Pricing is with 1 wks written notice confirming date and time of required field work. Less than 72 hr notice GENI may need to invoice the customer up to \$350.00 per mobilization / false starts.

TOTAL

\$ 24,690 —



## GLOBAL ENVIRONMENTAL NETWORK, INC.

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### YOUR ENVIRONMENTAL ENGINEERING PARTNER

Professional Engineers, Civil Engineers, Certified Industrial Hygienists (CIH)  
Certified Professional Geologists (PG), Certified Asbestos Consultants (CAC)  
CPESCs QSDs QSPs and More

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#### **💧 AIR MONITORING & SOIL SAMPLING**

Our CIHs & Field Technicians are experienced with CalTrans & Federal Heavy Construction, Road Excavation, Bridge Demolition & Refurbishment. With a Strong Team of Industrial Hygienists state-wide, Call us for your current and future projects!

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#### **💧 CERTIFIED ASBESTOS CONSULTANTS**

With over 25 years as a Benchmark Leader in Accredited Asbestos Training & Asbestos CAC Consulting, GENI's large team of expert CACs are here to serve your project needs statewide.

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#### **💧 PLAN DEVELOPMENT**

GENI's experts excel in developing a large variety of plans and procedures. Plans range from Lead, Arsenic, PCB and Asbestos Plans to Excavation and Transportation plans, NOA, and Dust plans as well as more comprehensive plans such as air quality Nox, noise monitoring, hazardous waste disposal, and more. *Call on the Experts!*

**SUPERSCRIPT NOTES**

- <sup>1</sup> GENI carries the following insurance: \$2,000,000 General Liability / Pollution, \$1,000,000 Auto / Workman's Compensation insurance and an umbrella of \$2 Million over GL/Auto/WC.
  - A one time fifty dollar (\$50.00) processing fee will be added to all contracts **requiring insurance endorsements** for General Liability, Workman's Comp and / or Auto Insurance.
  - Insurance endorsements requiring CG2010#### or similar insurance and Primary wording will be charged an additional Two Hundred Seventy Five Dollar (\$275.00) processing fee.
- <sup>2</sup> Lease / Rentals: All items property of GENI and its Subcontractors; Sign installation excludes any cutting or coring of asphalt; Prices based on quantities noted. Customer is responsible for all vandalized, damaged or loss of equipment and completion of our indemnification agreement form. GENI shall be named as an additional insured and loss payee under the end users insurance policy. All construction area sign bids include installation and removal of signs only when noted on our bid line item.
- <sup>3</sup> Caltrans allocation of DVBE Credit 100%. Credit for participation of a DVBE subcontractor, supplier, or broker will be 100 percent provided such DVBE is performing a commercially useful function.
- <sup>5</sup> **Option 1:** Lead Compliance Plan certified by a CIH. **Option 2:** Includes option 1 and 2 hr. lead training for up to 10 personnel. **Option 3:** includes options 1 & 2 and air monitoring on same day as training, laboratory testing for up to eight 8 hour TWA samples (48 hr turn-around if required); Report Preparation by the CIH.  
**Additional Work:** Air Monitoring for heavy metals (IH Technician @ \$75.00/Hr, CIH @ \$145.00/Hr both requiring 8 consecutive hrs min), Laboratory Analysis (at cost plus 20%); Price includes one move-in and rental of equipment. Additional move-in will be charged at \$1,085.00 plus hourly personnel and equipment rates. **Call for published rate sheet.**
- <sup>6</sup> Price includes submittal of Three (3) copies of the Final WPCP delivered via FedEx ground. NOTE: GENI does not provide draft copies of its WPCP. Occasionally corrections and or additions will be necessary due to a multitude of reasons, upon the contractor becoming aware of any potential or required correction they are to provide a written request to GENI for our review and plan update if necessary. Corrections / additions to the plan due to errors or omissions on behalf of the contractor or the Agency may be billed to the contractor as time and material as noted below as T&M. Engineered designs required by a registered Civil Engineer are not part of this contract. **This bid does not include any associated filing fees or the design / layout of dewatering, recycling or batch plant BMP systems / drawings.**  
Maintenance of SWPPP billing rates will be billed as Time & Material (T&M): T&M will be billed at a standard rate of \$92.50/hour for non-Civil Engineering services and \$145.00 / hour for Registered Civil Engineering services with all services being billed in ½ hour increments. Additional manuals: billed at \$65.00 for the initial manual and \$55.00 for each consecutively assembled manual. Material / additional expenditures will be billed at cost plus \$50.00 or cost plus 20 percent which ever is greater.
- <sup>7</sup> Unless specifically stated in this bid proposal the customer will pay for all additional shipping charges at cost plus a 15% handling fee.
- <sup>8</sup> (3) week minimum, GENI does not hold a C-31 License and cannot place equipment on site. Delivery / pick-up are not included in base price. When contracted to deliver or pick up equipment it is to delivered / picked up at contractor's facility or project yard. Rental is time out, not time used. Delivery times cannot be guaranteed. ALL LEASES ARE SUBJECT TO AVAILABILITY. Prices are for this project only. Regular pricing will be \$1,375.00 (CMS) and \$585.00 (Arrow board) per month for each piece of rental equipment if the minimum weeks are not met or exceeded.
- <sup>9</sup> Unless otherwise noted price does not include Sales Tax or F.O.B. costs if applicable.
- <sup>10</sup> Please contact GENI to set up an account with our firm to lease or purchase items off our web site or listed within this bid. Accounts are due and payable within 30 days of purchase. Interest charged at the rate of 1.65% per month.

Should you have any questions about the quotation please contact the undersigned,

**Christopher Hann**  
Christopher Hann  
Apprentice Estimator

## GENI – PROPOSAL PROJECT NUMBER 11-2M5204



Feb 1, 2013

SB / DVBE APP

Supplier #24765  
GLOBAL ENVIRONMENTAL NETWORK INC  
P O BOX 8068  
FOUNTAIN VALLEY CA 92728-8068

Dear Business Person:

Congratulations on your Small Business / Disabled Veteran Business Enterprise (DVBE) certification with the State of California. Your business is now entitled to compete in the State's goal to spend three percent of its annual contracting dollars with SB / DVBE businesses. For more information or to verify certification status, visit [www.eprocure.dgs.ca.gov](http://www.eprocure.dgs.ca.gov).

### Certification Period

From Jan 28, 2013 to Feb 28, 2014

### Business Types

Construction  
Service  
Non-Manufacturer

### Classifications

321518 - Safety control devices	771017 - Environmental advisory services
411126 - Hygienic monitoring and testing equipment	771018 - Environmental auditing
422715 - Respiratory monitoring products	771115 - Environmental safety services
423015 - Aids for medical training	771215 - Air pollution
432325 - Educational or reference software	771216 - Soil pollution
461615 - Traffic control	771217 - Water pollution
461616 - Water safety	771315 - Oil pollution
461815 - Safety apparel	771316 - Noise pollution
461816 - Safety footwear	771317 - Toxic substances pollution
461817 - Face and head protection	801015 - Business and corporate management consultation services
461823 - Fall protection and rescue equipment	801115 - Human resource development
461824 - Decontamination aids and safety cleaning equipment	801116 - Temporary personnel services
551217 - Signage	811015 - Civil engineering
721517 - Safety and security system installation services	811022 - Transportation engineering
771015 - Environmental impact assessment	861018 - In service training and manpower development
771016 - Environmental planning	

### Proof of Certification Status

To verify your firm's small business certification status go to <http://www.eprocure.dgs.ca.gov/default.htm> and select "SB/DVBE Search."

Sincerely,

Office of Small Business and DVBE Services

PROCUREMENT DIVISION - Small Business & DVBE Services | State of California | State Consumer Services Agency  
707 3rd Street, 1st Floor, Room 400 | West Sacramento, CA 95605 | t 916.375.4940 f 916.375.4950

# PAYCO SPECIALTIES, INC.

4-11



Highway - Airport - Parking Lot - Striping and Marking  
 UDBE/DBE / WBE #102 -- Laborers Local Union #1184 -- License #298637 B, C-32

## BID PROPOSAL

120 North Second Avenue  
 Chula Vista, CA 91910-1127

Phone: (619) 422-8204  
 Fax (619) 427-1620 / 422-1404

Project Description: <b>11-2M5204 VARIOUS BRIDGES</b>				Bid Date: <b>4/11/2013</b>	
Contract Time Limit:		W.D./Liquidated Damages:		per C.D./Addendums Noted:	
Item No.	Item Description	Estimated Quantity	Unit of Measure	Unit Price	Item Total
				\$ -	\$ -
7	REMOVE YELLOW PAINT (HAZ.)	4,190.00	LF	\$ 1.70	\$ 7,123.00
10	REMOVE STRIPE	8,550.00	LF	\$ 0.60	\$ 3,930.00
11	REMOVE THERMO. STRIPE	820.00	LF	\$ 1.30	\$ 1,066.00
25	PAINT STRIPE (1-COAT)	8,190.00	LF	\$ 0.20	\$ 1,638.00
26	4" THERMO STRIPE (WET VIS.)	8,370.00	LF	\$ 0.70	\$ 5,859.00
27	4" THERMO STRIPE (WET VIS. 36-12)	4,900.00	LF	\$ 0.50	\$ 2,450.00
28	8" THERMO STRIPE (WET VIS.)	820.00	LF	\$ 1.10	\$ 902.00
29	PVMT. MKR. (NON-REFL)	490.00	EA	\$ 3.00	\$ 1,470.00
30	PVMT. MKR. (RETROREFL)	250.00	EA	\$ 5.00	\$ 1,250.00
32	MOBILIZATION	1.00	LS	\$ -	\$ 12,000.00
				\$ -	\$ -
				\$ -	\$ -
NOTE!	G.C. TO PROVIDE TRAFFIC CONTROL			\$ -	\$ -
	WITHIN 14 DAYS AFTER THERMO APPLICATION			\$ -	\$ -
	FOR REFLECTIVITY TESTING!			\$ -	\$ -
				\$ -	\$ -

- STIPULATIONS:**      RECIPIENT IS RESPONSIBLE FOR ALL STIPULATIONS NOTED HEREON AND BELOW
- \* Extra Work exceeding 25% of Engineer's estimate shall be paid at contract unit price or an agreed upon price by the Prime Contractor.
  - \* A signed Purchase Order or Subcontract is required prior to any work associated with this Proposal.
  - \* This Proposal is based on an 8 hour shift per workday, any overtime (premium time) will be paid by the Prime Contractor.
  - \* This Proposal is valid for 30 days after the bid date.
  - \* If accepted, this Proposal will be incorporated as an Exhibit to the Contract or Purchase Order.
  - \* A minimum of 16 working days schedule notice is required **AFTER ALL PAPERWORK IS COMPLETED.**
  - \* Bond cost to be paid by Prime Contractor.
  - \* ANY, special / additional insurance will be charged a flat rate of \$400.00. Some specialized wording may not available. Please call.
  - \* A Mobilization / Move-in is any work accomplished through consecutive shifts. Unavailable work and all extra-work will be charged additional mobilizations upon completion.

**EXCLUSIONS:**      PLANS - PERMITS - TRAFFIC CONTROL - L.D.'S - TEMP. DELIV. - SIGNAGE - SURFACE REPAIRS

**INCLUSIONS:**      SWEEPING OF PAYCO REMOVAL DEBRIS

# of Working Days to Complete our Work: 10      # of Move-in's Allotted: 3      Add'l Move-in's: \$ 800.00

**BID AMOUNT:**      \$ 37,688.00

**ESTIMATOR:**      BILL TAYLOR

*Bill*



## Quotation

923 Teal Drive  
Benicia, CA 94510  
(866) 434-1772  
(707) 746-7981  
[randy@kwikbondpolymers.com](mailto:randy@kwikbondpolymers.com)

Quote # 13-0270  
Contract # 11-2M5204  
Bid Date 4/11/2013  
Start Date ????  
Terms net 30

Description	Gallons	Unit Price	Total
High Molecular Weight Methacrylate Sealer			
Monomer - promoter - accelerator - initiator	2,134.0	\$42.00	\$ 89,628.00
price includes Sand			
Estimated Freight			\$3,200.00
Sales Tax 8.00%			\$7,170.24
		<b>Total</b>	<b>\$ 99,998.24</b>

**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.

**Prices:** Unit prices are good for shipments through 9-30-2013

Randy Slezak - Kwik Bond Polymers

Contractor Signature

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% per month of the outstanding balance from the ship date until payment is received. Kwik Bond Polymers, LLC is not subject to any "pay when 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.
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.