

# Low Bidder

03-25-16A10:31 RCVD

STATE OF CALIFORNIA • DEPARTMENT OF TRANSPORTATION

## CERTIFIED DVBE SUMMARY

DES-OE-0102.5 (REV 3/2008)

DISTRICT-COUNTY-ROUTE: 12-Ora-5,22-R29.1/42.5, R10.4  
 CONTRACT NO.: 12-0N9504  
 TOTAL BID: \$1,705,738.30  
 BID OPENING DATE: 3/23/2016  
 BIDDER'S NAME: Peterson-Chase Gen Eng Const 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
2 3, 4 10-13  25 26-31, 33, 34 32  35, 36	-Traffic control for striping operations only -Temp markings & traffic stripe -Remove painted/thermo Stripe, thermo markings and pvmnt makers -Painted traffic stripe -Traffic stripe tape (Warranty) -Pavement marking tape (Warranty) -Pavement markers		Mallard Construction, Inc. #1748928 (714) 785-5394	\$292,232.00

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>292,232.00</u>
	<u>17.1</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.

  
 Signature of Bidder \_\_\_\_\_ Date 3/23/2016  
(949) 252-0441  
 (Area Code) Telephone Number  
**Dick Vogels**  
 Contact Person (Type or Print)

Submit to:

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

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# MALLARD CONSTRUCTION INC.

REVISED QUOTE  
PER EMAIL FROM  
GARY RIVERS

**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-2097

Agency: Caltrans - Revised

Addenda Noted:

Project: Contract 12-0N9504 - Methacrylate Treatment and  
Joint Seal Replacement

DIR Number: 100007027

Estimator: Gary Rivers

Bid Date: 3/23/2016

Email Address: [gary@mallardinc.com](mailto:gary@mallardinc.com)

Cell Phone 714-785-5394

Item	Item Description	Quantity	Unit	Unit Price	Extended Price
					\$ -
3	Temporary Pavement Marking (Paint)	1,970	SF	\$ 2.00	\$ 3,940.00
4	Temporary Traffic Stripe (Paint)	79,800	LF	\$ 0.13	\$ 10,374.00
<del>5</del>	<del>Channelizers (Surface Mounted)</del>	<del>51</del>	<del>EA</del>	<del>\$ -30.00</del>	<del>\$ -1,530.00</del>
10	Remove Painted Traffic Stripe	16,600	LF	\$ 0.30	\$ 4,980.00
11	Remove Thermoplastic Traffic Stripe	57,700	LF	\$ 0.35	\$ 20,195.00
12	Remove Thermoplastic Pavement Marking	1,970	SF	\$ 2.00	\$ 3,940.00
13	Remove Pavement Marker	4,890	EA	\$ 1.00	\$ 4,890.00
<del>14</del>	<del>Remove Delineator</del>	<del>51</del>	<del>EA</del>	<del>\$ -20.00</del>	<del>\$ -1,020.00</del>
25	Paint Traffic Stripe (2-Coat)	16,600	LF	\$ 0.20	\$ 3,320.00
26	4" Traffic Stripe Tape (Warranty)	39,300	LF	\$ 2.15	\$ 84,495.00
27	4" Traffic Stripe Tape (Broken 17-7 Warranty)	2,500	LF	\$ 1.90	\$ 4,750.00
28	4" Traffic Stripe Tape (Broken 36-12 Warranty)	17,800	LF	\$ 1.90	\$ 33,820.00
29	8" Traffic Stripe Tape (Warranty)	3,350	LF	\$ 3.75	\$ 12,562.50
30	8" Traffic Stripe Tape (Broken 12-3 Warranty)	1,540	LF	\$ 3.25	\$ 5,005.00
31	8" Traffic Stripe Tape (Broken 36-12 Warranty)	1,850	LF	\$ 3.25	\$ 6,012.50
32	Pavement Marking Tape (Warranty)	1,970	SF	\$ 8.50	\$ 16,745.00
33	4" Traffic Stripe Tape (Broken 12-12 Warranty)	370	LF	\$ 1.90	\$ 703.00
34	4" Traffic Stripe Tape (Broken 16-8 Warranty)	13,200	LF	\$ 1.90	\$ 25,080.00
35	Pavement Marker (Non Reflective)	3,180	EA	\$ 1.00	\$ 3,180.00
36	Pavement Marker (Retroreflective)	2,120	EA	\$ 2.00	\$ 4,240.00
<del>38</del>	<del>Mobilization</del>	1	LS	<del>\$ -8,000.00</del>	<del>\$ -8,000.00</del>
	Excludes Traffic Control For Mallard Forces. A total of 24 Shifts will be required to complete the above stated line items				\$ -
	At Contractor's Option				\$ -
2	Traffic Control System (For Mallard Forces Only)	1	LS	\$ 44,000.00	\$ 44,000.00
<b>BID TOTAL:</b>					<b>\$ 258,782.00</b>

292,232  
44,000.00  
292,232.00

**Project Terms & Conditions:**

- A. A minimum of 15 working days prior notification is required for each move-in. Mallard Const. will not be impacted by Liquidated Damages assessed by the Contractor / Agency due to an inadequate amount of time to completed Mallard Construction Operations. 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: Tape [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 [No], Temp tab removal [Yes], 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. If Dump Site can't be provided, then please add the following cost to the proposal for disposal services: \$ 1,500.00 EA
- H. Pre-stripping 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 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: \_\_\_\_\_

## Greg Stevens

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**From:** Gary Rivers | Mallard <Gary@mallardinc.com>  
**Sent:** Wednesday, March 23, 2016 1:36 PM  
**To:** Greg Stevens  
**Subject:** Caltrans - Dist 12 (revised)  
**Attachments:** GR-2097 - revised.pdf

Revised

**Gary Rivers | Estimating Manager | Mallard Construction, Inc.**  
[gary@mallardinc.com](mailto:gary@mallardinc.com) | [O] 714.974.1190 | [F] 714.974.1753  
638 W Southern Avenue | Orange, CA 92865 | [www.mallardinc.com](http://www.mallardinc.com)  
UNION CONTRACTOR | DVBE/SBE Certified #1748928 | CA Lic #826607



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

California Small Business # 25239  
merritt@kwikbondpolymers.com

*Revised  
Quote*

### Quotation

Quote # 16-1529  
Contract # 12-0N9504  
Bid Date 3/23/2016  
Terms net 30

Description	Gallons	Unit Price	Total
High Molecular Weight Methacrylate Sealer	<i>10,500</i>		
KBP 204	<del>15,047</del>	\$38.00	<del>\$571,786.00</del>
Monomer - promoter - accelerator - initiator			
	<b>Quantity</b>	<b>Unit Price</b>	
Top Sand Pallets	<del>105</del>	\$252.00	<del>\$26,460.00</del>
	<i>73</i>		
Estimated Freight			<del>\$12,700.00</del>
			<i>2900</i>
Sales Tax 8.00%			<del>\$50,267.20</del>
		<b>Total</b>	<b>\$661,213.20</b>

*399,000*  
*18,396*  
*8900*  
*426,296*  
*TAX 34,103.68*  
*460,399.70*

**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 12-31-2016**

Merritt Hanson - Kwik Bond Polymers

Contractor Signature



PETERSON/CHASE  
GENERAL ENGINEERING  
CONSTRUCTION, INC.

# Low Bidder

03-25-16A10:31 RCVD

Via "GSO" Overnight

March 24, 2016

State of California  
Department of Transportation  
1727 30th Street, MS-43  
Sacramento, CA 95816

Attn: **Office Engineer - BIDDER DVBE DOCUMENTATION**

Re: Project Name: **METHACRYLATE TREATMENT AND JOINT SEAL REPLACEMENT**  
Location: **12-ORA-5,22-R29.1/42.5,R10.4**  
Contract #: **12-0N9504**  
Bid Date: **3/23/2016**  
P/C Bid #: **5353**

Gentlemen:

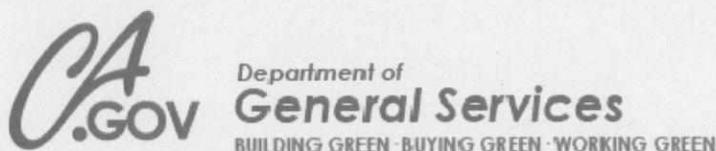
Please find enclosed the DVBE documentation for the above referenced contract.

If you have any questions please call Dick Vogels at 949-252-0441.

Sincerely,  
Peterson-Chase Construction, Inc.

Kali Goglanian  
Administrative Asst.

Enclosure



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**Contact us**  
 or call 800-990-9339

## MALLARD CONSTRUCTION INC - #1748928

Supplier Profile			
Legal Business Name	MALLARD CONSTRUCTION INC		
Doing Business As	MALLARD CONSTRUCTION INC		
Address	1762 N. NEVILLE ST ORANGE, CA 92865	Phone	(760) 550-1645
		FAX	(714) 974-1753
Email			
Business Types	Construction Non-Manufacturer		
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,		
Keywords	Highway Safety Road Signs Stripping Road Signs Road Sign Structures Road K-Rail Road Dividers Traffic Control Roofing Waterproofing Metal Roofing Siding Below Grade Waterproofing		
Construction License Types	B - General Building Contractor C-31 - Construction Zone Traffic Control Contractor C-32 - Parking and Highway Improvement C-39 - Roofing D-06 - Concrete Related Services D-38 - Sand and Water Blasting D-42 - Sign Installation D-64 - Non-specialized		
Classifications	721410 - Highway and road construction services		

### Active Certifications

TYPE	STATUS	FROM	TO
SB	Approved	Nov 4, 2013	Nov 30, 2016
DVBE	Approved	Nov 4, 2013	Nov 30, 2016

### Certification History

TYPE	STATUS	FROM	TO
DVBE	Expired	Dec 18, 2012	Dec 31, 2013

SB

Expired

Dec 18, 2012

Dec 31, 2013