

COPELAND LAW FIRM, APC

Northern California Office:

19201 Sonoma Hwy., Suite 106
Sonoma, California 95476

ofc: 424/234-9701

email: sbc@copelandlawpc.com

Southern California Office:

528 Palisades Dr., Suite 540
Los Angeles, California 90272

fac: 866/288-371

Fax # (916) 227-6282

VIA FACSIMILE AND U.S. MAIL.

October 18, 2013

Mr. John McMillan
Deputy Division Chief
State of California, Department of Transportation
Division of Engineering Services
Office Engineer, MS 43
1727 30th St.
Sacramento, Ca. 95816-8041

RE: Bid Protest No. 2, CONTRACT NO. 01-47660, IN MENDOCINO COUNTY
ABOUT 5 MILES EAST OF BOONVILLE FROM 0.5 MILE EAST OF
SHEARING CREEK BRIDGE #10-59 TO 0.9 MILE WEST OF MAPLE
CREEK

Dear Mr. McMillan:

This letter is a second bid protest by Argonaut Constructors ("Argonaut") of the low bid submitted by Golden State Bridge, Inc. ("GSB") on Contract No. 01-47660 ("Contract"). GSB is not self-performing the required minimum percentage of work (30%) required by the Contract documents. Just as with the first protest, this second protest results in a non-responsive bid by GSB.

The Contract Specification require:

"The contractor shall perform with its own organization contract work amounting to not less than 30 percent . . . of the total original contract price, excluding any specialty items designated by the contracting agency." (Specifications, p. 17, Sec. (IV)(1))

GSB's bid amounts to \$3,075,817.45. GSB asserts it is self performing 36.7% of the contract with its own forces. However, GSB lists AVAR as a subcontractor for bid item no. 61, yet still claims the value for the materials in this bid item within its 36.7% of self-performance as GSB is purchasing AVAR's materials on behalf of AVAR. This is not a proper inclusion for calculating self-performance.

Purchase of materials for a subcontractor does not count in calculating self-performance percentage -- if the opposite were true a contractor could simply purchase materials valued at 30.1% of the contract price and then broker the remaining project through subcontractors without ever performing any work itself. When the value of bid item no. 61 materials is removed from the self-performance calculation, GSB is actual only performing 28.7% of the contract, thereby falling under the required 30% and making the bid non-responsive.

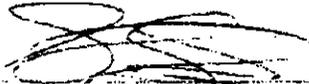
As previously stated, Argonaut remains willing and able to perform the work as stated in its bid. The State should declare GSB's bid non-responsive and award the contract to Argonaut as the second-low bidder.

If you have any further questions on this matter, please feel free to contact either myself or Stephen Langhals of Argonaut.

Best regards,

COPELAND LAW FIRM, APC

By:


Steven B. Copeland, Esq.