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BAKER LLP**

March 13, 2015

California Department of Transportation  
Attention: John C. McMillan  
Office Engineer  
1727 3th Street, MS-43  
P.O. Box 168041  
Sacramento, California 95816-8041

Re: Bid Protest of Contract No. 04-013524  
Bid Opening Date: March 4, 2015

Dear Mr. McMillan:

This responds to California Engineering Contractors, Inc./Silverado Contractors, Inc., a Joint Venture ("CEC/Silverado")'s March 13, 2015 letter regarding Golden State Bridge, Inc./Obayashi Corporation, Joint Venture, protest of award of this contract to CEC/Silverado.

In that letter, CEC/Silverado claims it sent a "Special Power of Attorney" with its bid. However this document is not a power of attorney under California law and thus cannot satisfy the requirement of the contract, Standard Specifications, Section 2-1.33 to "file with a Power of Attorney with the Department either before opening bids or with the bid" "[i]f an agent other than the authorized corporation officer or partnership member signs the bid".

CEC/Silverado's purported "special power of attorney" is not a valid power of attorney because it is not acknowledged nor signed by two witnesses who cannot be the attorney-in-fact. Probate Code §§ 4102, 4121, 4122; Civil Code § 2400.

Probate Code Section 4402 provides: "A statutory form power of attorney under this part is legally sufficient if all of the following requirements are satisfied: . . . (c) The signature of the principal is acknowledged."

An acknowledgment is not a simple declaration. Civil Code Section 1189 provides the form for an acknowledgment, by a notary, and there is no acknowledgment of either signature on the purported power of attorney.

Probate Code 4122 provides: "A power of attorney is legally sufficient if all of the following requirements are satisfied: . . . (c) The power of attorney is either (1) acknowledged before a notary public or (2) signed by at least two witnesses who satisfy the requirement of

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Section 4122." As discussed above, CEC/Silverado's purported "special power of attorney" was not acknowledged.

Regarding witnesses, Probate Code Section 4122 provides: "If the power of attorney is signed by witnesses, as provided in Section 4121, the following requirements shall be satisfied: . . . (b) The attorney-in-fact may not act as a witness."

The purported "special power of attorney" is not signed by any witnesses, and even if the signatures on it were considered witnesses and not principals, Mr. Tadros is the attorney-in-fact and cannot be a witness per Section 4122(b).

Since there is no power of attorney, the CEC/Silverado's bid is not a valid bid and not responsive and must be rejected.

CEC/Silverado argues in its March 13, 2015 letter that the signature of CEC's president binds both CEC and the joint venture. However, the signatures appearing on the bid are of Wahid Tadros, who is identified in the non-collusion form (which has to be signed by each bidder), and in the bid bond as president of CEC/Silverado, not president of CEC. There is no place on the bid documents or the bid bond where Wahid Tadros signs as president of CEC. The only place where Wahid Tadros signed as president of CEC is the aforementioned power of attorney, which, as discussed, is invalid.

Thus, neither the bid nor the bid bond is enforceable against CEC/Silverado, as neither the bid nor the bid bond were signed by either joint venture partner in their capacity as president of their respective companies, or by a person authorized by the joint venture under a valid power of attorney. This makes CEC/Silverado's bid non-responsive, and gives CEC/Silverado a competitive advantage of choosing to accept or avoid its bid after bids are opened.

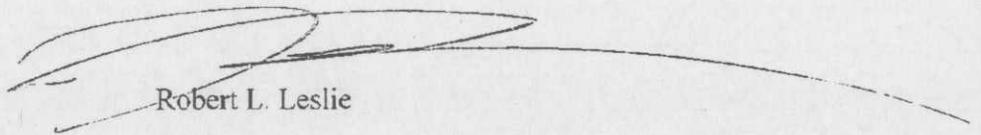
CEC/Silverado's March 13, 2015 letter also tacitly admits that CEC/Silverado failed to take the necessary and reasonable steps to ensure that DVBE's have an opportunity to participate in the contract. CEC/Silverado tacitly admits (by failing to contest) that advertising on the Caltrans website is a requisite reasonable step to ensure DVBE participation, and tacitly admits they failed to do so.

CEC/Silverado admits that besides soliciting DVBEs for one small portion of the work, CEC/Silverado "manned a table" to see if DVBEs would inquire about opportunities. CEC/Silverado also tacitly admits that if any inquiries were made, they would have been rebuffed, as CEC/Silverado admitted it intended to subcontract only one small portion of the work to DVBEs. This is hardly the necessary and reasonable steps someone would take to ensure DVBE participation.

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For these reasons, and for the reasons set forth in Golden State Bridge, Inc./Obayashi Corporation, Joint Venture's letter of March 11, 2015, Caltrans should reject CEC/Silverado's bid and award the contract to Golden State Bridge, Inc./Obayashi Corporation, Joint Venture.

Sincerely,



Robert L. Leslie

cc: Janette G. Leonidou