



CONDON - JOHNSON
& ASSOCIATES, INC.
CONTRACTORS AND ENGINEERS

Sent via fax 916-227-6282, email www.dot.ca.gov/hq/esc/oe, & US Certified Mail

John C. McMillan
Deputy Division Chief
Department of Transportation
1727 30th Street
Sacramento, CA 95816
RE: Contract # 04-4S6204

Dear Mr. McMillan,

Condon-Johnson & Associates, Inc. is in receipt of your letter dated March 17, 2014 which notifies Condon-Johnson that its bid is nonresponsive. The reason provided for the bid being deemed nonresponsive is based on non-compliance with a requirement of the DBE commitment form which states, "Names of the first tier DBE subcontractors and their respective item(s) of work listed above must consistent, where applicable, with the names and items of work in the Subcontractor List". We do not believe we have violated the requirement of the DBE Commitment Form because while ABSL is a DBE they did not bid the work as a Subcontractor. Per the requirement quoted, the DBE form must be consistent with the Subcontractor list "where applicable" (ie the DBE must be a Subcontractor).

ABSL was not listed on the Subcontractor Listing form because ABSL bid the project on an operated equipment rental basis. They did not bid the project by Bid Item, as a Lump Sum or per plans and specifications. Attached, please find ABSL quotation which clearly demonstrates they bid the project with a menu of operated equipment rental rates.

Caltrans also considers equipment rental with or without an operator as not being a subcontractor. This is indicated in the Standard Specifications Section 5-1.13 "Subcontracting" where Caltrans states "perform work equaling at least 30% of the value of the original total bid with your employees and with equipment you own or rent, with or without operators".

In addition, Caltrans has awarded work to a General Contractor in the past which was bid exactly the way Condon-Johnson listed the work on this bid. On Contract Number: 04-3E6304 bid 4/03/2013 RGW listed ABSL on the DBE commitment form but failed to list them on the Subcontractor List and was subsequently awarded the work.

Based on the above we request that the nonresponsive finding be withdrawn.

GENERAL ENGINEERING • SHORING • CAISSONS • GROUND IMPROVEMENT

480 ROLAND WAY
OAKLAND, CA 94621
ESTIMATING FAX: (510) 558-8559

P.O. BOX 12368
OAKLAND, CA
TEL: (510) 636-2100
FAX: (510) 558-8318

3125 E. Guesi Rd.
Ontario, CA 91764
TEL: (909) 390-0268
FAX: (909) 605-7828

9012 S. 208th ST.
KENT, WA 98031
TEL: (425) 988-2150

9885 VIA EXCELENCIA, SUITE 106
SAN DIEGO, CA 92126
TEL: (858) 530-9166
FAX: (858) 530-9171

MAR.18.2014 15:25 15105688569

CJ ESTIMATING

Page 2 -

Condon-Johnson & Associates, Inc.
Caltrans Contract 04-4S6204

Per Section 3-1.04 of the Standard Specifications, we request our bid be extended while we resolve this issue. We will forward our request to the Office Engineer as required.

Sincerely,



Gerard J. Condon
President
Condon - Johnson & Associates, Inc.

Enclosure: ABSL Construction Bid Quotation AC Grinding
Contract 04-3E6304 Award Search Results

ABSL Construction

29393 Pacific Street, Hayward, CA 94544
TE: (510) 727-0900 Fax: (510) 727-0912

Contractors License A 621781
MBE & DBE Certification CT-005270

Portland cement concrete grinding is excluded from this quotation unless specifically quoted.

Removal of Asphalt Concrete over gutter damages can't be guaranteed by ABSL.

* ABSL Construction will cold plane as close as possible to existing manholes, water valves, and other obstructions in cutting plane. Handwork and placing temporary asphalt tapers around these objects or at pavement edge for safety requirements are excluded.

Contractor to post streets with "No Parking" signs prior to subcontractor's phase of work, provide water or water meter and provide traffic control during cold planing operation.

All areas to be ground shall be clearly marked by the general or the job inspector.

A minimum of two weeks notice is requested prior to move in.

Anything not specifically included in this price should be considered excluded.

ABSL Construction does not accept backcharges due to machine breakdown during operation above the machine's daily rental fee.

Back charges will only be based on the time the machine is broken and will reflect the cost of the equipment for that time. All others costs due to the equipment breakdown will not be charged to ABSL Construction.

All teeth over one complete set will be charge to the contractor.

ABSL does not accept force account rates or retention.

This quotation will be part of our contract or purchase order agreement and is valid till a new change of the rates.

If you have any questions regarding the above quote please call me at (510) 727-0900 or fax at (510) 727-0912.

Sincerely,

Daryl Vorne

DEPARTMENT OF TRANSPORTATION
DIVISION OF ENGINEERING SERVICES
OFFICE ENGINEER, MS 43
1727 30th STREET
P. O. BOX 168041
SACRAMENTO, CA 95816-8041
PHONE (916) 227-6299
FAX (916) 227-6282
www.dot.ca.gov/hq/esc/oe



*Flex your power!
Be energy efficient!*

March 17, 2014

Facsimile: (510) 568-9316

Gerard J. Condon, President
Condon-Johnson & Associates, Inc.
P. O. Box 12368
Oakland, CA 94604

04-4S6204
04-Son-1-34.3/34.7
B.O. 3/4/14

Dear Mr. Condon:

The Department of Transportation (Caltrans) received a bid from Condon-Johnson & Associates (Condon-Johnson) for contract 04-4S6204 on March 4, 2014. By this letter, Caltrans notifies Condon-Johnson that its bid is nonresponsive.

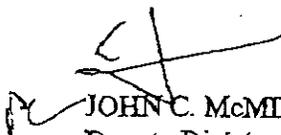
The DBE Commitment Form states in part "...Names of the first tier DBE subcontractors and their respective item(s) of work listed above must be consistent, where applicable, with the names and items of work in the Subcontractor List". The Subcontractor List form states in part, "The bidder must identify each subcontractor performing work in an amount in excess of 1/2 of 1 percent of the total bid or \$10,000, whichever is greater". Condon-Johnson failed to list ABSL Construction on its Subcontractor List. The omission of ABSL is a violation of the subcontractors listing laws as well as the Subcontractor List and DBE form instructions.

Based on the above, Caltrans will proceed to award the contract to the lowest responsible bidder provided that all requirements are met.

Your attention is directed to Section 3-1.04 of the 2010 Standard Specifications. Caltrans is not obligated to offer an extension of the award period for a nonresponsive bid. Should you wish to extend your bid while resolving a nonresponsive finding, you must send your request to the Office Engineer no later than 4:00 p.m., two business days prior to the expiration of your bid.

If you have any questions, please contact Mulissa Smith, Contract Awards Branch Chief, at (916) 227-6228.

Sincerely,


JOHN C. McMILLAN
Deputy Division Chief
Office Engineer
Division of Engineering Services

Attachments

Contract No. 04-456204

STATE OF CALIFORNIA - DEPARTMENT OF TRANSPORTATION
SUBCONTRACTOR LIST
 DES-OE-0102.2 (RFV 3/2011)

Bidder Name: Condon-Johnson & Associates, Inc.

The bidder must identify each subcontractor performing work in an amount in excess of 1/2 of 1 percent of the total bid or \$10,000, whichever is greater (Pub Cont Code § 4100 et seq.). Complete columns 1 and 4 and submit with the bid. Complete columns 2 and 3 and submit with the bid or fax to (916) 227-6282 within 24 hours after the bid opening. Failure to provide complete information in columns 1 through 4 within the time specified will result in a nonresponsive bid.

Column 1: Business Name and Location	Column 2: Bid Item Nos.	Column 3: Percentage of Bid from Subcontracted	Column 4: Description of Subcontracted Work
Highway Specialty Company 90 Vale Street Santa Rosa, CA 95409	2, 3, 52, 53, 66	100%	Construction Area Signs and Traffic Control
Central Striping Service, Inc. 3489 Luyang Drive Rancho Cordova, CA 95742	1 4, 5, 6, 20, 23, 71, 72	53% 100% 100%	Striping
M&S Environmental Landscapes, Inc. 12192 Mees Road Redding, CA 96003	31, 32, 33, 34, 35, 36	100% 100%	Erosion Control
Vintage Paving Company 119 Main Street Winters, CA 95694	40, 42	100%	Asphalt Paving
Harris Rebar Northern Ca. 355 S. Vasco Road Livermore, CA 94550	51	100%	Bar (Reinforcing Steel)
Central Fence Company 148 Oxon Circle Sacramento, CA 95822	21, 22, 67, 70, 69	100% 100%	Guard Rail Cable Railings

04-456204

**CALTRANS BIDDER - DBE - COMMITMENT
(ATTACHMENT)**

Contract No. 04-4S8204 - Route 1 in Sonoma County near Timber Cove



Bid Amount \$1,365,982.90
 UDBE Goal 9%
 UDBE Min. Amount \$122,936.41

Contract Item No.	Item of work / description of service	For Caltrans Use Only	Name of UDBE, Caltrans certification #, address, phone number	Material / Supplier (Y/N)	Bid Amount	Dollar Amount UDBE
40, 42	Paving and Tack Coat		Vintage Paving Company, Inc. (Cert #027011) 118 Main St Winters, CA 95994 (530) 795-0132	N	\$221,575.00	\$221,575.00
1	Lead Compliance Pipe (ADL)		Adanta, Inc. (Cert #37257) 828 School Street Madera, California 94550 (707) 709-8894	N	\$1,300.00	\$1,300.00
14, 15, 16, 17,	Furnish BMPs		Water Components & Building Supply (Cert #27389) 44 Simms St San Rafael, CA 94901 (415) 524-8280	Y	\$5,015.66	\$3,189.41
24, 26, 39	AC Grinding, Inertial		ABSL Construction (Cert #005270) 29363 Pacific Street Hayward, CA 94544 (510) 727-0900	N	\$10,600.00	\$10,600.00
31, 32, 33, 34,	Furnish and Install		M&S Environmental Landscapes, Inc. (Cert #030798) 12182 Mac's Road Redding, CA 96003 (530) 241-1418	N	\$37,136.50	\$37,136.50
41	Piece AC Dike		A. C. Dike Co (Cert #08219) 2788 Venture Dr Lincoln, Ca 95848 (916) 652-0159	N	\$4,200.00	\$4,200.00
54, 55	Furnish Lumber & Timber		Papert Construction Supply (Cert #032788) 9841 Park Dr, Site 20-467 El Dorado Hills, CA 95762 (925) 229-6577	Y	\$26,027.50	\$16,816.50
TOTAL PARTICIPATION						\$283,617.41
UDBE PARTICIPATION						21.49%

Bid to Condon-Johnson

ABSL Construction

29393 Pacific Street, Hayward, CA 94544
TE: (510) 727-0900 Fax: (510) 727-0912

Contractors License A 621781
SMBE & DBE Certification CT-005270

**Bid Quotation
AC Grinding**

Project Name: CA/DOT Construct Soldier Pile Tie-Back Wall and Widen Rdwy
Project Number: 04-4S8204
Bid Date: 03/04/2014
Location: Fort Ross, Sonoma County, CA

BID

Daily Minimum Charge \$2850.00

This price is for a 48" inch cold planer machine, *Wirtgen W 1200 F*. Up to 10 inches depth. \$100.00 additional for night work. \$450.00 per hour overtime. \$400.00 additional for Saturday work. \$800.00 additional for Sunday work.

Daily Minimum Charge \$3800.00 (up to 6 hours of work)

Daily Minimum Charge \$4300.00 (up to 8 hours of work)

This price is for a 80" inch cold planer machine, *Wirtgen W 2000*. Up to 12 inches depth. \$200.00 additional for night work. \$500.00 per hour overtime. \$500.00 additional for Saturday work. \$1000.00 additional for Sunday work.

Daily Minimum Charge \$4100.00 (up to 6 hours of work)

Daily Minimum Charge \$4600.00 (up to 8 hours of work)

This price is for a high horsepower 80" inch cold planer machine, *Wirtgen W 210*. Up to 12 inches depth. \$200.00 additional for night work. \$550.00 per hour overtime. \$500.00 additional for Saturday work. \$1000.00 additional for Sunday work.

Mobilization \$ 100.00 (each way)

ABSL Construction

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Contractors License A 621781
MBE & DBE Certification CT-005270

Portland cement concrete grinding is excluded from this quotation unless specifically quoted.

Removal of Asphalt Concrete over gutter damages can't be guaranteed by ABSL.

ABSL Construction will cold plane as close as possible to existing manholes, water valves, and other obstructions in cutting plane. Handwork and placing temporary asphalt tapers around these objects or at pavement edge for safety requirements are excluded.

Contractor to post streets with "No Parking" signs prior to subcontractor's phase of work, provide water or water meter and provide traffic control during cold planing operation.

All areas to be ground shall be clearly marked by the general or the job inspector.

A minimum of two weeks notice is requested prior to move in.

Anything not specifically included in this price should be considered excluded.

ABSL Construction does not accept backcharges due to machine breakdown during operation above the machine's daily rental fee.

Back charges will only be based on the time the machine is broken and will reflect the cost of the equipment for that time. All others costs due to the equipment breakdown will not be charged to ABSL Construction.

All teeth over one complete set will be charge to the contractor.

ABSL does not accept force account rates or retention.

This quotation will be part of our contract or purchase order agreement and is valid till a new change of the rates.

If you have any questions regarding the above quote please call me at (510) 727-0900 or fax at (510) 727-0912.

Sincerely,

Daryl Vorne

ABSL Construction

29393 Pacific Street, Hayward, CA 94544
TE: (510) 727-0900 Fax: (510) 727-0912

Contractors License A 621781
SMBE & DBE Certification CT-005270

GRINDING JOB AGREEMENT

The prices set forth above are based on the following assumptions and are subject to change under conditions set forth below.

- 1) A minimum daily rate is any part of an 8 hour day and overtime will be charged for work done other than a regular weekday shift.
- 2) Modification to the work may require a change in the quote.
- 3) Unless otherwise indicated the unit prices are based on ABSL performing all the work included on the proposal. If ABSL does not receive a contract for all the work, the unit prices are subject to adjustment.
- 4) The unit prices are based on the estimated quantities in the bid proposal. If the quantity of the item changes by 25% or more the unit price is subject to equitable adjustment.
- 5) All teeth over one complete set will be charge to the contractor.
- 6) Prices are good for 30 days from the date of this proposal, after that date the prices are subject to adjustment.
- 7) In the event there is an increase in the cost of fuel of more than \$0.50 per gallon during the performance of this contract, ABSL will be entitled to a \$75.00 per day fuel surcharge. The base cost of fuel shall be established on the bid date of the contract by reference to the Weekly Retail On-Highway Diesel Prices for California, as published by the U.S. Department of Energy on its web site at www.tonto.eia.doe.gov/oog/info/wohdp/diesel.asp.
- 8) If ABSL cannot proceed with its work as scheduled due to others, standby time will be charged at the following rate: \$425.00 per hour.
- 9) Downtime for equipment becoming stuck in wet or muddy sub-grade conditions will be charged at a stand-by time rate until removed. Additional equipment required for removal will be charged at a time and materials basis.
- 10) This proposal to be attached and made part of any and all resulting contracts.
- 11) The above price does not include permits, fees, bonding, state or local taxes.
- 12) This is a proposal only for the purpose of establishing a price for work as outlined. In the event ABSL is the low bidder a formal contract or PO suitable to both parties shall be prepared and fully executed.
- 13) Repairs of damage to ABSL equipment due to unmarked or buried obstructions; i.e. valve boxes, manholes covers, concrete, steel fence posts, steel pipe or excessive depth asphalt will be billed at time and material for repairs.
- 14) Backcharges to ABSL must be communicated by contractor in a written notice within 72 hours from the time of occurrence for backcharges.
- 15) Unless otherwise agreed to in writing prior to start of work, payment is due and payable within 30 days of billing, and no retention to be withheld on payments.
- 16) All utilities within mill grade are to be located and marked by customer. It is the sole responsibility of the lessee or renter (customer) to follow the requirements of the regional notification center law pursuant to Article 2 (Commencing with Section 4216) of Chapter 3.1 of Division 5 of Title 1 of the California Government Code. Customer assumes sole responsibility for, and all subsequent liabilities coincident with following the requirements of the regional notification center law. Furthermore, customer agrees to be responsible for all damage to both utilities themselves and to our company's equipment by reason of ABSL equipment encountering unmarked utilities.
- 17) Items not specifically included are considered to be excluded. If you have any questions please call.

Thank You,

Daryl Vorne

STATE OF CALIFORNIA - DEPARTMENT OF TRANSPORTATION
CALTRANS BIDDER - DBE - COMMITMENT
 DBS-0E-0102.10C (NEW 06/2012)

This information may be submitted with your bid proposal. If it is not, and you are the successful low bidder or the second or third low bidder, it must be submitted and received as specified in section 2 of the specifications. Failure to submit the required DBE information will be grounds for finding the bid nonresponsive.

CONTRACT NO: 04-3E6304

BID AMOUNT: \$ 1,560,018.00

BID OPENING DATE: April 3, 2013

BIDDER'S NAME: RGW Construction, Inc.

DBE GOAL FROM CONTRACT, %: 8%

DBE PRIME CONTRACTOR CERTIFICATION:

BID ITEM NO.	ITEM OF WORK AND DESCRIPTION OF SERVICES TO BE SUB CONTRACTED OR MATERIALS TO BE PROVIDED ²	FOR CALTRANS USE ONLY	NAME OF DBE (Must be certified on the date bids are opened - include Caltrans certification #, DBE address and phone number) (Include 2nd and lower tier subcontractors)	DOLLAR AMOUNT DBE ³
10	AC Grinding Machine Rental		ABSL Construction 29393 Pacific Street Hayward, CA 94544 510-727-0900 Certification No. 5270	\$ 27,000

IMPORTANT: Identify all DBE firms being claimed for credit, regardless of the number of the First Tier DBE Subcontractors and their respective item(s) of work listed above must be consistent, where applicable, with the names and items of work on the "Subcontractor List" submitted with your bid. Copies of the DBE quotes are required.

- DBE prime contractor must show their certification number and indicate all work to be performed by DBEs including work performed by its own forces.
- If 100% of item is not to be performed or furnished by DBE describe exact portion of item to be performed or furnished.
- See section 2-1.11 of the specifications to determine the credit allowed for DBE firms.

Submit to:
 MDC 43
 OFFICE ENGINEER
 DEPARTMENT OF TRANSPORTATION
 1737 30TH STREET
 SACRAMENTO, CA 95816-7006

Total Claimed Participation \$

Signature of Bidder 

Date 4-5-13 925-606-2400
(Please Type or Print)

Karim Massoud
(Please Type or Print)

ADA Notice For individuals with sensory disabilities, this document is available in alternate formats. For information call (916) 634-5410 or TDD (916) 604-3880 or write Records and Forms Management, 1120 N Street, MS-88, Sacramento, CA 95834.

STATE OF CALIFORNIA - DEPARTMENT OF TRANSPORTATION
SUBCONTRACTOR LIST
DES-OE-0102.2 (REV 3/2011)

Bidder Name: RGW Construction, Inc.

The bidder must identify each subcontractor performing work in an amount in excess of 1/2 of 1 percent of the total bid or \$10,000, whichever is greater (Pub Cont Code § 4100 et seq.). Complete columns 1 and 4 and submit with the bid. Complete columns 2 and 3 and submit with the bid or fax to (916) 227-6282 within 24 hours after the bid opening. Failure to provide complete information in columns 1 through 4 within the time specified will result in a nonresponsive bid.

Column 1: Business Name and Location	Column 2: Bid Item Nos.	Column 3: Percentage of Bid Item Subcontracted	Column 4: Description of Subcontracted Work
Linear Options, Inc. Durham, CA	21 - 28	100%	Temporary Striping, Permanent Striping, Pavement Markers and Related
Linear Options, Inc. Durham, CA	14	43%	Shoulder Rumble Strip
KRC Safety Co., Inc. Visalia, CA	2 3	100% 49%	Construction Area Signs & Traffic Control Partial
A. C. Dike Co. Lincoln, CA	18-19	100%	AC Dike
SLFrancis Electric San Leandro, CA	29-31	100%	Electrical

ADA Notice: For individuals with sensory disabilities, this document is available in alternate formats. For information call (916) 654-6410 or TDD (916) 354-3880 or write Records and Forms Management, 1120 N Street, MS-00, Sacramento, CA 95834.

Rew Bid

⇒ **ABSL Construction**

29393 Pacific Street, Hayward, CA 94544
TE: (510) 727-0900 Fax: (510) 727-0912

Contractors License A 621781
SMBE & DBE Certification CT-005270

**Bid Quotation
AC Grinding**

Project Name: CADDOT Hot Mix Asphalt (Open Graded) Overlay
Project Number: 04-3E6304
Bid Date: 04/03/2013
Location: San Lorenzo, Alameda County, CA

BID

Daily Minimum Charge \$3700.00

This price is for an 80" inch cold planer machine, *Wirtgen W 2000*. Up to 12 inches depth. No additional for night work. \$500.00 per hour overtime. \$500.00 additional for Saturday work. \$1000.00 additional for Sunday work.

Daily Minimum Charge \$3900.00

This price is for a high horsepower 80" inch cold planer machine, *Wirtgen W 210*. Up to 12 inches depth. No additional for night work. \$550.00 per hour overtime. \$500.00 additional for Saturday work. \$1000.00 additional for Sunday work.

One back-up grinder is included if minimum 2 grinders are used per shift.

Mobilization Included

ABSL Construction

29393 Pacific Street, Hayward, CA 94544
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SMBE & DBE Certification CT-005270

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- 14) Backcharges to ABSL must be communicated by contractor in a written notice within 72 hours from the time of occurrence for backcharges.
- 15) Unless otherwise agreed to in writing prior to start of work, payment is due and payable within 30 days of billing, and no retention to be withheld on payments.
- 16) All utilities within mill grade are to be located and marked by customer. It is the sole responsibility of the lessee or renter (customer) to follow the requirements of the regional notification center law pursuant to Article 2 (Commencing with Section 4216) of Chapter 3.1 of Division 5 of Title 1 of the California Government Code. Customer assumes sole responsibility for, and all subsequent liabilities coincident with following the requirements of the regional notification center law. Furthermore, customer agrees to be responsible for all damage to both utilities themselves and to our company's equipment by reason of ABSL equipment encountering unmarked utilities.
- 17) Items not specifically included are considered to be excluded. If you have any questions please call.

Thank You,

Daryl Vorne