Safety · Quality · Service
Since 1964

C. A. RASMUSSEN, INC.

General Engineering Contractors
License No. 254681 A

Valencia Commerce Center
28548 Livingston Avenue
Valencia, CA 91355-4171
Telephone 661.367.9040
Fax 661.367.9097
www.carasmussen.com

VIA FAX AND OVERNIGHT

August 30, 2013

California Department of Transportation
Attn: Office Engineer, MS 43
1727 30th Street
Sacramento, CA 95816-8041

(916) 227-6300 tel
(916) 227-6282 fax

Re: 07-3X4104; 07-LA-2-R32.5/R32.5

Bid Date: August 1, 2013

C. A. Rasmussen, Inc. ("Rasmussen") is in receipt of your letter dated August 29, claiming to find our proposal for the above-referenced contract non-responsive. Rasmussen respectfully requests that Caltrans reconsider its initial assessment and withdraw its finding. Caltrans' claim that the bid items listed for subcontractors Condon Johnson & Associates, Inc. ("Condon Johnson") and PCI were inconsistent with the description of work being performed. It is the belief of Rasmussen that the bid items are consistent, based on the following:

1) Rasmussen listed as its "Drilling - Portion" subcontractor Condon Johnson to perform bid items 30, 31, 33 through 36, and 39. It is common practice for a drilling subcontractor to:
   a. drill the holes for the steel soldier piles
   b. furnish and install the painted steel soldier piles into the drilled holes
   c. furnish and install the concrete to backfill the drilled holes
   d. furnish and install the timber lagging to complete the drilled soldier pile wall

   The quote received from Condon Johnson is attached for your reference. It includes the scope of work that Condon Johnson has proposed to provide, which is inclusive of all listed bid items described as "Drilling – Portion." It states on Condon Johnson's quote that the items may not be separated. CAR therefore listed Condon Johnson for the entire drilled soldier pile wall scope on their quote as "Drilling – Portion" work. Condon Johnson was listed for a portion of the drilling work because they exclude providing CHP escorts to mobilize equipment and materials up Highway 2, unloading steel soldier piles and stockpiling, handling drill spoils, and laying out soldier pile locations.

2) Caltrans claims that Rasmussen listed PCI to perform bid item 8. This is incorrect. Attached for your reference is a clean copy of Rasmussen's submitted subcontractor

listing form along with a copy of the quote submitted by PCI. Rasmussen listed PCI to perform bid item 6, "Temporary Traffic Stripe (Paint)," which is consistent with the description of "Striping."

In conclusion, Rasmussen's bid is responsive and conforms to the instructions provided for submittal of the Subcontractor List form. We request that Caltrans withdraw its finding and determine that Rasmussen's bid is in fact responsive.

Thank you in advance for your consideration and timely response on this matter.

Sincerely,

Eric Landegger
Chief Estimator
C. A. Rasmussen, Inc.

sk

SCION $ 475,860

CONDON - JOHNSON
& ASSOCIATES, INC.
CONTRACTORS AND ENGINEERS

GEORGE - 858-722-8822

August 1, 2013
(Via Fax Only – 3 pages)

8-1-13

ASKED FOR CERT

Attn: Estimating

RE: Caltrans Contract 07-3X4104
Regrade Slope and Construct Debris Wall
Soldier Pile Wall Proposal

Condon-Johnson & Assoc., Inc. (CJA) is pleased to offer the following proposal for the items listed below on the above referenced project. CJA will supply all labor, materials and equipment to perform the work in accordance with the plans, specifications, scope of work and qualifications as listed and as identified herein.

Bid Pricing (Items may not be separated)

Bid Item	Description	Quantity	Unit Price	Extension
30	Concrete Backfill	36 cy	385	13,860
31	Lean Concrete Backfill	16 cy	190	3,040
33	30" Drilled Hole	212 lf	1,530	324,360
34	Steel Soldier Pile	368 lf	80	29,440
35	Timber Lagging	14.5 mfbm	1,680	24,360
36	Clean & Paint Soldier Pile	1 ls	20,800	20,800
36	Mobilization	1 ls	60,000	60,000
			Total	$ 475,860

Scope of Work

Mobilization – Includes a single mobilization of equipment to construct the wall.

Soldier Pile Wall – Work Includes:

excludes CHP escorts per George

1. Provide coated soldier piles.
2. Drill shafts to depth and diameter required.
3. Place beams in drilled shafts and backfill with concrete.
4. Provide and place lagging and lean concrete. Lean concrete trench to be excavated by others.

Document Summary

CJA has specifically relied upon the documents listed below for the above referenced project. Provisions of the Prime Contract between Owner and General Contractor only apply as they directly relate to the scope of this proposal.

1. Caltrans bid documents.

Qualifications for Wall Work

1. Tolerances for walls shall be 2" from an agreed upon layout line and 1% verticality.
2. Drill spoils stockpiling and removal is excluded.

3. Level and continuous access shall be provided for personnel, track mounted drilling equipment and truck and/or track mounted support equipment throughout the duration of our work. Minimum bench width is 30 feet. Others shall provide clearing required for access.
4. General Contractor shall provide staking consisting of centerline stakes and offsets for all piles.
5. General Contractor shall provide a water source within 100 feet of our work area.
6. General Contractor shall provide and maintain concrete washout facilities.

Schedule Qualifications

1. CJA and General Contractor shall mutually develop and agree to a baseline CPM schedule prior to start of work and mutually update it through completion of CJA's work.
2. Schedule is based on performing work five days a week, 8-12 hours a shift (at CJA's discretion), Monday through Friday.
3. CJA has included one mobilization to the site. Additional mobilizations, if required, to be billed and paid at the price quoted above.
4. When the progress of the subcontractor work is interrupted for reasons beyond its control, CJA will bill and be paid per Caltrans equipment rates, without delay factor, for each individual production unit affected by the interruption.
5. The steel soldier piles will require a mill rolling and coating prior to delivery to the jobsite. The General Contractor shall consider the procurement time required in the project schedule.
6. CJA will require 2 weeks to schedule crew and equipment resources after receipt of an executed subcontract, approved submittals and materials.

General Qualifications/Exclusions (and to be provided to CJA by others)

1. General Contractor shall provide and maintain a level, all-weather work and staging area with no headroom restrictions. Working platform shall permit unobstructed travel of track mounted equipment, drilling equipment and concrete trucks, and, maintenance thereof throughout the duration of our work. Use of mats is specifically not included and will be charged as extra work if required.
2. General Contractor shall provide clear and unobstructed access to the work and staging areas, for CJA's personnel and equipment.
3. CJA has not made any allowance to minimize vibration and/or noise during performance of our work. CJA excludes all monitoring of noise, vibration, settlement, or air quality.
4. CJA excludes the locating, protection, removal, replacement and support of all utilities or other improvements, existing or new, above or below the ground, that may interfere with our work.
5. CJA excludes any re-routing of vehicular and pedestrian traffic and maintenance of access to adjacent properties, including all necessary signs, markers, barricades, crossings or flagmen.
6. CJA excludes the offsite discharge or disposal of any water and drilling spoils generated during our work operations.
7. CJA excludes surveying services for layout and elevation control of work, monitoring or "as-builts".
8. CJA excludes all permits, testing, fees, notifications, inspection(s) and laboratory testing services.
9. CJA excludes all required fencing, barricades, security, and guard services.
10. CJA excludes demolition, removal and disposal of any existing foundations or other manmade structures in or on the ground that may otherwise impede CJA's work.
11. CJA excludes any reinstatement and/or restoration of its areas upon completion of its work.
12. CJA excludes all provisions for protecting work in place, SWPP, dust and erosion control.
13. CJA excludes working in and/or around contaminated/hazardous materials. General Contractor will provide a Health and Safety Plan that protects CJA workers from contaminated soils. All cost associated with implementing this plan will be paid by others.
14. CJA excludes any and all types of dewatering (both surface and below grade). The dewatering system shall be by others and it shall be coordinated with CJA's works such that the shoring can be completed in dry conditions.

15. CJA shall defend and indemnify Owner and Contractor with respect to any claim that arises from the negligence or fault, if any, of CJA in the performance of its work hereunder, but the extent of such indemnity shall be limited to CJA's proportionate share of the total fault, as agreed between the parties or as determined by a court of competent jurisdiction, causing the loss or damage on which the claim is based. CJA shall have no other responsibility to defend, pay for, or indemnify Owner and/or Contractor or its agents with respect to claims arising from or related to CJA's work hereunder.
16. Notwithstanding any provisions of the OCIP/CCIP for the project to the contrary, neither CJA nor its insurer(s) shall be obligated to contribute to any claim made to or under the OCIP/CCIP. Contractor or Owner shall represent CJA in connection with any claim(s) to or under the OCIP/CCIP. Further, should the OCIP/CCIP be cancelled, or not afford coverage for a claim, neither CJA nor its insurer(s) shall be obligated to contribute to the defense or indemnification of Contractor or Owner on any basis, whether primary or excess. Specifically, neither CJA nor its insurer(s) shall have any obligation to defend or indemnify Contractor or Owner against any claim that is not covered by the OCIP/CCIP or any claim(s) that are covered by the OCIP/CCIP or any claim(s) that would have been covered by the OCIP for the project but for its termination, cancellation or exhaustion.
17. CJA shall be named additional insured on Builders Risk insurance obtained for the project.
18. CJA's offer is valid for 30 days from the date of this proposal.
19. CJA excludes the cost of bonds, if required. All cost of bonds shall be borne by others.

Payment Qualifications

1. CJA will not accept liability for any liquidated or consequential damages.
2. Progress payments will be due thirty days after General Contractor receives monthly progress estimate from CJA.
3. Retention (not to exceed 5%) shall be released thirty-five days after substantial completion of CJA scope of work. Substantial completion does not include removal items.

This proposal, in its entirety, shall be made an integral part of and be incorporated into any subcontract agreement and shall take precedence should there be any conflict with any terms included in the host document. CJA reserves the right to amend and negotiate any provisions of the Subcontract Agreement. CJA will require approximately 2 weeks to review Subcontract.

Should you have any question regarding the contents of this offer, please do not hesitate to contact the undersigned at (858) 530-9165.

Sincerely,
Condon-Johnson & Associates, Inc.

George Burrough
Regional VP

LA130801

SSTRP $ 10,368.50

RPA

VT

PCI
Striping • Sealcoat
A Parking & Highway Improvement Contractor

Office: (562) 218-0504
FAX: (562) 218-0634
LIC. NO. 823802

QUOTATION

AGENCY: STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION (CALTRANS)

PROJECT: CONSTRUCTION ON STATE HIGHWAY IN LOS ANGELES COUNTY NEAR PASADENA AT 3.0 MILES NORTH OF WOODWARDIA CANYON CONTRACT NO. 07-3X4104

BID DATE: 8/1/2013

ITEM NO.	ITEM DESCRIPTION	QUANT.	UNIT PRICE	EXTENDED PRICE
1	LEAD COMPLIANCE PLAN (FOR ITEM 24 ONLY)	1 LS		$ ~~3,000.00~~
5	TEMPORARY PAVEMENT MARKING (PAINT)	42 SF	$ 10.00	$ 420.00
6	TEMPORARY TRAFFIC STRIPE (PAINT)	750 LF	$ 1.20	$ 900.00
24	REMOVE YELLOW THERMOPLASTIC TRAFFIC STRIPE (HAZARDOUS WASTE)	750 LF	$ 2.40	$ 1,800.00
25	REMOVE THERMOPLASTIC TRAFFIC STRIPE	790 LF	$ 2.35	$ 1,856.50
26	REMOVE THERMOPLASTIC PAVEMENT MARKING	42 SF	$ 6.00	$ 252.00
37	THERMOPLASTIC TRAFFIC STRIPE	1,640 LF	$ 1.10	$ 1,804.00
38	THERMOPLASTIC PAVEMENT MARKING	42 SF	$ 8.00	$ 336.00
39	MOBILIZATION	1 LS		$ 3,000.00
		TOTAL BID :		$ 13,368.50

Union Contractor. quote includes using Abrasive Blasting as a 2nd tier DBE sub for $5,750

Inclusions:

Based on (2) move-in(s). Additional move-ins to be charged at $1,150.00 per operation(Striping, Signing, RPM's, etc.)

Exclusions:

Excludes traffic control for PCI forces.
Excludes the removal of existing or conflicting striping. (Unless specified above)
Excludes posting (no parking) signs and temporary delineation.
Excludes supplying or installation of slurry or fog seal on striping and marking removals if any.
Excludes supplying or installing construction signs, barricades, k-rail and delineators.
Excludes supplying or installing mast arm or overhead signs if any. (Unless specified above)
considered extra work.
Excludes removals of concrete curing compound. (Striping material does not bond to concrete curing compound)
Excludes special insurance requirements, i.e. increased General Liability, Railroad Insurance, etc.

General Conditions:

Work area must be dry and clean of dirt and debris prior to PCI's arrival
Per agencies plans and specifications unless otherwise noted.
We require acceptance in writing of this proposal with-in ninety (90) calendar days. Proposals not accepted with-in ninety (90) days are subject to pricing review by PCI.
If bonding is required, add 2% to PCI's bid.
Compensation will be charged for jobs that require special safety training requirements

Addenda no.(s) none are noted.

All retention monies due to PCI will be paid in full with-in ninety (90) calendar days of completion of PCI's contract work.

All terms and conditions stated herein become a binding part of any contract or agreement between buyer and seller.

Requires ten (10) working day notice prior to each move-in.

Submitted By,

Jaime Villegas

JAIME VILLEGAS
P C I 562) 218- 0504 # 14

Accepted by: _____
Print

_____
Sign

Customer: _____

Date: _____

1105 E. HILL STREET PO Box 16118 LONG BEACH, CA. 90806-0618

562.824.7430

STATE OF CALIFORNIA * DEPARTMENT OF TRANSPORTATION

SUBCONTRACTOR LIST

DES-OE-0102.2 (REV 3/2011)

Bidder Name: C.A. Rasmussen, Inc.

Bidder must identify subcontractors 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 an columns 1 through 4 within the time specified will result in a non-responsive bid.

Column 1: Business Name and Location	Column 2: Bid Item No.(s)	Column 3: Percent of Bid Item Subcontracted	Column 4: Description of Subcontracted Work
CONDON JOHNSON & ASSOCIATES, INC. 10533 VALLEY VIEW ST. #570 CYPRESS, CA 90630	30 31 33 34 35 36 39	96.3% 90.5% 95.6% 60.0% 98.8% 99.0% 68.7%	DRILLING - PORTION
PCI P.O. BOX 16118 LONG BEACH, CA 90806	5 6 24 25 26 37 38 39	90.9% 85.7% 96.0% 94.0% 100.0% 100.0% 100.0% 3.3%	STRIPING - PORTION
MIRANDA LOGISTICS ENTERPRISE 2202 S. FIGUEROA ST #437 LOS ANGELES, CA 90007	26	32.6%	TRUCKING - PORTION

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.

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FAX COVER SHEET

TO: _____ COMPANY: Caltrans

FAX: 916. 227. 6282 PHONE: 916. 227. 6300

FROM: Eric Landegger DATE: 8/30/13

OF PAGES (INCLUDING THIS PAGE): 9

RE: 07-3X4104 Response Letter

☐ URGENT ☑ FOR REVIEW ☐ PLEASE COMMENT ☑ PLEASE REPLY

Transmitted via FAX number (661)367-9097

If you have any trouble or do not receive all of the pages, please call (661)367-9062

COMMENTS: