

**CORPORATE OFFICE**

3050 E. Birch Street
Brea, CA 92821
(714) 984-5500
Fax (714) 854-8754

CENTRAL REGION

1128 Carrier Parkway Ave.
Bakersfield, CA 93308
(661) 392-8840
Fax (661) 398-9525

SOUTHERN REGION

12200 Bloomfield Ave.
Santa Fe Springs, CA 90870
(562) 929-1128
Fax (562) 854-8970

EASTERN REGION

4798 Mission Blvd
Menlo Park, CA 91762
(909) 270-5040
Fax (909) 270-5042

STRUCTURE DIVISION

3050 E. Birch Street
Brea, CA 92821
(714) 984-5500
Fax (714) 854-9227

UNDERGROUND DIVISION

3050 E. Birch Street
Brea, CA 92821
(714) 984-5500
Fax (714) 854-0228

LANDSCAPE DIVISION

3050 E. Birch Street
Brea, CA 92821
(714) 984-5500
Fax (714) 854-7843

CONCRETE DIVISION

12200 Bloomfield Ave.
Santa Fe Springs, CA 90670
(562) 929-1128
Fax (562) 854-8970

MATERIALS DIVISION

3050 E. Birch Street
Brea, CA 92821
(714) 984-5500
Fax (714) 854-0228

www.griffithcompany.net

CA Contractors
License #88

NV Contractors
License #78349

AZ Contractors
License #292208

March 24, 2016

Jeff Defeverre

Department of Transportation, Office Chief
Office Engineer, Construction Awards Department
Division of Engineering Services
Ref: Project 08-0G9004, Response to Sully Miller Bid Protest

Dear Mr. Defeverre,

The basis of Sully Miller's protest is Griffith Company is not performing at least 30% of the work. Caltrans Standard Specification Section 5 Control of the Work, paragraph 5-1.13A states, "*perform work equaling at least 30 percent of the value of the original total bid*". Our total bid was \$9,285,582. Our subcontractor's combined total is \$6,293,405.10, please see attached subcontractor quotes and our Bidder Self-Performance Verification Form. Griffith Company is self-performing 32.22% of the work.

Sully Miller is using the percentages shown on our Subcontractor's List to establish a subcontracted number of \$7,018,175. This issue has been addressed many times by Caltrans, and as recently as March 8, 2016 (Please see attached letter from Caltrans to Telfer Pavement, paragraph 3), stating, "*Caltrans does not perform calculations at bid time of the percentages listed on the Subcontractor's List form with regard to the amount listed for a particular item. Caltrans has found that frequently, the percentages of each bid item are not a one for one match with the dollar amounts listed on the DBE Commitment form, since the total bid amount and even individual bid items, may include the contractors profit and overhead*".

Sully Miller also attempts to delete some of the contract bid items to reduce Griffith's self-performance percentage. Again we cite, Caltrans Standard Specification Section 5 Control of the Work, paragraph 5-1.13A states, "*perform work equaling at least 30 percent of the value of the original total bid*". The specification clearly states the value of the original total bid, not a select portion of some of the bid items.

Finally, based on the Subcontractor's List percentages Sully Miller falsely claims Griffith Company did post bid-revisions. The Subcontractor List percentage issue has already been addressed above. There was/is absolutely no bid advantage to Griffith Company.



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 License #292209

Therefore, Griffith Company clearly complied with Section 5-1.13A by self-performing 32.22% of the value of the original total bid, and hence should be deemed the lowest responsible bidder, and the contract be awarded to Griffith Company.

Please let me know if you have any further questions, and/or require any other supporting document or comments.

Sincerely,

Jim Yackley
 Regional Manager

GRIFFITH COMPANY | EASTERN REGION
 4756 Mission Blvd, Montclair, CA 91762
 Office: (909) 270-5040 | Cell: (562) 665-3533 | Fax: (909) 270-5042
jyackley@griffithcompany.net

Caltrans Contract Number 08-0G9004**Bidder Self-Performance Verification Form**

This form is intended to assist the Bidder in verifying its compliance with Caltrans Standard Specifications Section 5, Control of the Work, paragraph 5-1.13A, requiring the contractor to perform 30% of the value of the original total bid.

(1) Total \$ amount of the work to be performed by subcontractors:

	Subcontractor	Value (quotes attached)	
a.	Cal Stripe	\$ 80,272.00	
b.	DC Hubbs	\$ 39,680.00	
c.	Fine Grade	\$ 1,585,380.00	
d.	Matich	\$ 4,371,000.00	
e.	Pavement Recycling	\$ 217,073.10	
		Total	<u>\$6,293,405.10</u>

(2) Specialty Items (to be performed by subcontractors):

\$0.00

(3) Net subcontracted amount

(Line 1- Line 2):

\$6,293,405.10

(4) Value of of Original Total Bid(Section 5-1.13A):

\$9,285,582.00

(5) Contract Price less Specialty Items to be performed by subcontractors:

(Line 4-Line 2):

\$9,285,582.00

(6) Percentage to be self performed:

([Line 5 - Line 3]/Line 5 x 100)

32.22%

If line 6 is less than 30%, the amount of work to be self-performed is not in conformance with Subsection 5-1.13A 3 of the Caltrans Standard Specifications

FEB/23/2016/TUE 03:28 PM Cal Stripe

FAX No. 909 884 7106

P. 001/002



2040 East Steel Road, Colton Ca 92324
Phone: (909) 884-7170 Fax (909) 884-7106
Cell: (909) 841-8036
General Engineering Class A CA # 635387
DIR # 1000001100
Signatory to Laborers Union Local 1134

SM
LDW

ESTIMATOR: Steve Works

SUBCONTRACT QUOTATION:

"REVISED QUOTE"

February 23, 2016

BIDS ON - 2/24/2016

PROJECT DESCRIPTION: Widen Shoulders - Rte. 247 near Landers, Ca.

CONTRACT / PROJECT NO: Caltrans # 08-0G9004 08-SBd-247-9.6/20.3

ADDENDA ACKNOWLEDGED: 1, 2, 3, 4

1. Cal Stripe Inc.'s subcontract proposal is good for 60 days only. Prices are based on Plans & Specifications available at bid time including all addenda.
2. If this proposal is accepted, it is to be incorporated as an exhibit to the Contract or purchase order. A signed purchase order, or subcontract is required prior to commencement of any work associated with this proposal. A baseline schedule, complete set of plans and specs (including special provisions) will be provided with the subcontract agreement.
3. Contractor to provide monthly progress payments for all completed work in accordance with the bid pricing schedule. Monthly progress payments must be received in full by Cal Stripe no later than 10 calendar days after the Contractor receives payment from Owner. Retention 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 retention percentages on payments to the Contractor, the Contractor shall likewise reduce the retention percentage on payments to Cal Stripe. Full retention to be released no later than thirty (30) days after completion of Cal Stripe's stage, phase or permanent work.
4. All changes to the original scope of work or proposed extra work must be directed by the Contractor in writing prior to Cal Stripe performing this work. No extra work or additional work will be performed without written authorization.
5. Any required Testing, Engineering, Design, Permits, Licenses or Applications, and the like to be provided by the Prime, or Owner.
6. If the Prime Contractor requires a bond, the Prime Contractor shall pay for the cost of the bond. Cal Stripe's bond rate is 1.5%. Calstripe carries \$5,000,000.00 of insurance coverage only. Additional coverage's required by the Prime to be paid by the Prime. Cal Stripe does not carry inland insurance.
7. 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 additional move-in charge stated below.
8. Traffic control plans are not included. All lane closure requests are to be submitted by the Prime contractor.
9. Cal Stripe requires the work area to be unobstructed by other operations while stripe removal and stripe installation is being performed.
10. A baseline schedule and written notification is required a minimum of 30 calendar days prior to the commencement of work and for each additional move-in.
11. CHANGES OR DELETIONS OF ANY ITEM MUST BE APPROVED PRIOR TO BID TIME.

Additional Terms

A. The following materials and services are included in this quote:		Thermoplastic [YES]	Permanent Paint Stripe [NO]
Pavement Markers [YES]	Temporary Striping [Option]	Thermo Removal [YES]	Marker Removal [YES]
Removal of Temporary Markers (tabs/floppys) [NO]	Lead Compliance Plan for Stripe Removal [YES]	Lead Compliance Classes [NO]	
Furnish PCMS Boards [NO]	Survey [NO]	Placement of Temporary Markers (tabs/floppys) - [NO]	

B. [1] Total move-ins included in this quote for Permanent Delineation. Additional move-in-charge @ \$5,500.00 ea

D. [1] Total move-ins included in this quote for Stripe & Marker Removals. Additional move-in charge @ \$5,500.00 ea

E. Traffic control IS included in this quote. (# of shifts required to complete our work- approx. 4). Traffic control when included is for Cal Stripe operations only. All advance posting, detour signage, special advance ramp, lane closure signing, and post & notify for no parking. CMS boards are to be furnished and placed by the Prime Contractor.

F. Prime Contractor to provide ETW, centerline and stationing on center every 100 LF prior to move in.

H. Prime Contractor to provide on-site fenced area within the job limits for yellow stripe removal debris. Prime Contractor to provide an on-site dumpsite within the job limits for all recessed slot grind debris (approx. 4 tons). Disposal by The Prime.

I. Removal of temporary markers or tabs/floppys is NOT included in this quote.

J. Prime Contractor to provide a clean surface swept free from all debris prior to stripe installation.

Danuy C. Hubbs Construction, Inc., dba

D. C. Hubbs Construction

SBE certified #043500-exp. 01/31/2018

General Engineering
Contractor
License No. 509249A
DIR#1000012296

37306 Vista View Dr., Yucanpa, Ca 92399
Union Signatory
Fence-Guardrail-Rip rap
Rock Fall Barrier Fence

TEL: 909-790-2215
FAX: 909-797-5875
Cell: 909-771-6832

PROPOSAL

February 24, 2016

D. C. HUBBS CONSTRUCTION PROPOSES TO FURNISH AND INSTALL THE FOLLOWING WORK OF IMPROVEMENTS FOR:

GRIFFITH COMPANY

FAX NO.: (909) 270-5042

OWNER: CALIF. DEPT. OF TRANSPORTATION
PROJECT: WIDENING SHOULDERS-LANDERS
PROJECT NO.: 08-0G9004
BID DATE: FEBRUARY 24, 2016 AT 2:00 PM

NOTE: THIS PROPOSAL IS FOR ALL ITEMS LISTED. THIS PROPOSAL MUST BE ACCEPTED AS A PACKAGE AND CANNOT BE ACCEPTED PIECEMEAL UNLESS DISCUSSED BEFORE BID.

THIS PROPOSAL INCLUDES THE FOLLOWING:

ITEM	DESCRIPTION	QUANTITY	PRICE	TOTAL
14	Temp. tortoise fence	1,500 LF	\$ 8.40	\$ 12,600.00
50	Midwest guardrail system (steel)	660 LF	27.00	17,820.00
52	Alternative flared terminal system	4 EA	2,315.00	9,260.00

TOTAL

\$ 39,680.00

54
29 Box 83

02/24/2016 12:27PM 9097975975

DC HUBBS

PAGE 02/02

CALIF. DEPT. OF TRANSPORTATION
WIDEN SHOULDERS-#08-0G9004

NOTES:

1. OUR CURRENT INSURANCE COVERAGE IS \$ 1,000,000 FOR WORKER'S COMP. AND \$ 5,000,000 AGGREGATE FOR GENERAL LIABILITY, ANY ADDITIONAL INSURANCE REQUIREMENTS WILL BE AT COST PLUS 5%. IF REQUIRED, COST OF "WAIVER OF SUBROGATION" WILL BE PAID BY PRIME CONTRACTOR.
2. RETENTION NOT TO EXCEED THE PERCENTAGE WITHHELD BY OWNER
3. ENGINEERING, TESTING, PERMITS AND STAKING EXCLUDED.
4. CLEARING AND GRUBBING EXCLUDED.
5. LOCATION OF AND OR POTHOLING FOR UNDERGROUND UTILITIES EXCLUDED.
6. HAZARDOUS MATERIAL HANDLING OR DISPOSAL EXCLUDED.
7. REVEGETATION OR PLANTING EXCLUDED.
8. ROCK EXCAVATION EXCLUDED.
9. SWPPP EXCLUDED.
10. GRADE AND ACCESS BY OTHERS.
11. INCLUDES ALL MOVE-INS, IF A MINIMUM OF 4 WORK DAYS IS SCHEDULED. ADDITIONAL MOVE-INS AT \$ 1,000.00 EACH.
12. IF REQUIRED, UNION STATUS LETTERS WILL BE ISSUED AFTER PAYMENT IS RECEIVED AND CHECK HAS CLEARED.
13. FINAL QUANTITIES BASED ON FIELD MEASURED QUANTITIES.
14. TRAFFIC CONTROL EXCLUDED.
15. DUST CONTROL BY OTHERS.
16. D.C. HUBBS CONSTRUCTION REQUIRES 30 DAYS WRITTEN NOTICE FROM ACCEPTANCE OF THIS PROPOSAL TO SCHEDULE WORK.
17. EXCLUDES ASPHALT, CONCRETE & ROCK CORING.
18. SBE CERTIFIED-#043500-EXP. 1/31/2018.
19. FOUR ADDENDUMS NOTED.
20. PRICES INCLUDE WORKING NIGHT SHIFT, IF REQUIRED. EXCLUDES LIGHT TOWERS.
21. CONSTRUCTION WATER FURNISHED BY OTHERS.
22. EXCLUDE MAINTAINING TEMPORARY DESERT TORTOISE FENCE FOR ITEM #14.
23. FOR ITEM #14-PRICES BASED ON MEETING REQUIREMENTS ON PLAN SHEET 29.
24. IF ACCEPTED, THIS ENTIRE PROPOSAL TO BE INCLUDED IN THE CONTRACT.

INQUIRIES SHOULD BE DIRECTED TO RAUL SALDANA AT (909) 771-6972 OR
DANNY HUBBS AT (909) 771-6832.


DANNY C. HUBBS
D. C. HUBBS CONSTRUCTION

ACCEPTED

PROPOSAL

FINE GRADE EQUIPMENT, INC

C12 GRADING CONTRACTOR - CA Contractor's Lic. # 584908 - DJR # 1000013781 - SBE/MBE/WBE/DBE
 P.O. Box 2798 Lancaster, CA 93539
 (661) 949-8788 FAX (661) 722-8900

Customer: Griffith Company	Job Name: Hwy 217 08-0G9004
Address: 4756 Mission Blvd., Montclair, CA 91762	Location: Landers, CA
Contact: Jim Yackley	Date: 2/24/2016
Email: (909) 270-5040	Time: 1:44:00 PM
Phone: Jyackley@griffithcompany.net	

Proposal Number **JOB # 2016-002 R2**
 For Questions Concerning This Proposal, Please Contact **Glen Lutz** (661) 810-6352

Line	Description	Units	Quantity	Unit	Total
27	Clear and Grubbing	LS	1	\$86,800.00	\$ 86,800.00
29	Dust Palliative	LS	1	\$156,500.00	\$ 156,500.00
30	Roadway Excavation	CY	60,100	\$16.00 \$27.140	\$ 961,600.00
37	Class 2 Aggregate Base	CY	21,600	\$32.15	\$ 694,440.00
55	Mobilization	LS	1	\$114,800.00	\$ 114,800.00
Alt 37	Class 2 Aggregate Base (partial Contractor supplies base)	Cy	21,600	\$12.30	\$ 265,680.00

Scope of Work

- 27 Clear and Grub right of way as needed to complete grading. Duration 5 days
- 29 Dust Palliative - provide and apply dust palliative for dust control.
- 30 Roadway Excavation - Pulverize 1 foot edge and blend with excavation. Excavate for new shoulders losing excess material in sight of way within project limits as necessary. All signs, mail boxes, and other items to be moved, removed or replaced will be by others. Note: FGEI can remove additional roadway excavation to accommodate AC grindings under section for item 30 unit pricing. ADL export and disposal by others. (Duration 54 days in Roadway, 31 days beyond edge of shlder)
- 37 Class 2 Aggregate Base - Purchase, deliver, place, compact and finish. (Duration 29 days)
- 55 Mobilization and Demobilization.
- Alt 37 Contractor supplies and deliveries Class 2 Aggregate Base + up to 10% for overrun at 300 tph, FGEI will place, compact and finish.

\$1,585,380

Job Specific Conditions and Exclusions

- 1 Develop water by others. FGEI will need the source to be within the project limits. FGEI will provide one water tower.
- 2 Traffic Control, and any necessary saw cutting by Contractor.
- 3 Export by contractor.
- 4 Dust palliative is for one time application for 130 acres.
- 5 FGEI's bond rate of 1.5% is not included in the quote.

JOB TOTAL

The following page contains additional information and is an integral part of this proposal.

Bid Number JOB # 2016-002 R2

Proposal Page 2 - Additional Details

This Proposal is Subject To All Attached Terms And Conditions

GENERAL CONDITION: Unless specifically stated, this proposal does not include any engineering cost, soils testing, plans & inspection fees, permits, bond premiums, traffic control, temporary erosion control devices, dewatering, shoring, grubbing, handling, of buried debris, boulders or rocks, abandoning or removing of wells, cesspools or septic tanks, importing or exporting of dirt, select grading, structural excavation or backfilling, soil treatments for stabilization, sterilization, rodent control, removing existing street improvement and dust control outside of normal working hours.

COST OF CONSTRUCTION WATER BY OWNER. Water to be supplied to site at a sufficient quantity for production grading.

ALL UNDERGROUND LINES ENCOUNTERED WILL BE CUT AND CAPPED, IF NOT IDENTIFIED BY OWNER.

ROCK CLAUSE: One dozer (double drum) was included in this bid. Any additional ripping, blasting, or crushing required to maintain normal production of material suitable for scraper excavation will be considered not within the scope of the contract, and will be accomplished on an equipment rental & spare parts or other mutually acceptable basis. FGEI reserves the right to declare ripped or blasted material "not suitable for normal scraper excavation" because of excessive tire & equipment damage, or reduced production. Rock removal for ditches or subgrades will be done on a rental basis.

DIESEL FUEL: Any increases or decreases beyond the bid price of \$3.65 / gal will be invoiced or credited monthly.

TIRE CLAUSE: Tires damaged by rocks or sharp objects within the soil will be repaired that day or replaced with equal size. The cost of the tire and service will be billed to the customer at cost plus 10%.

NATIONAL STORM WATER POLLUTION PREVENTION PLAN: Unless specifically addressed as an item of work, the NSWPPP is excluded. If the Owner has developed a specific plan, it can be implemented on a rental basis.

HAZARDOUS MATERIAL: The site is to be warranted free from hazardous materials prior to start of our work.

MEASUREMENT FOR PAYMENT: Contract work is to be calculated or field measured by both parties and paid at the appropriate unit or lump sum price. Work for which there is no contract unit or lump sum price will be extra work and will be paid at labor & equipment rental plus materials, or at a negotiated price.

PAYMENT: Payment schedule will be set up for two billings per month, with payment of 95% due within two weeks of the billing date. The 5% retention is due and payable not later than 35 days from completion of our contracted work. Time and material work, if required, will be paid in full within three weeks of daily billings. No retention hold.

SCHEDULE: The prices quoted, except for Caltrans rate increases, are firm to 07-01-16. Prices of work performed after that date will be subject to re-negotiation. **THE NUMBER OF MOVES INCLUDED IN THIS CONTRACT IS: 2**

Contractor

Fine Grade Equipment Co., Inc

signature

date

signature

date



PROPOSAL

low
RMatch@MatichCorp.com

Company: Griffith Company
Attention: Scott McLure
Re: 08-0G9004
Bid Date: 2/24/2016
From: Robert Matich

Item No.	Description	Quantity	Unit	Unit Price	Total	
39	Prepaving Inertial Protiler	1	LS	\$9,000.00	\$9,000.00	
40	Hot Mix Asphalt Type A	33,900	TN	\$77.60	\$2,630,640.00	
41	RHMA (Gap Graded)	16,000	TN	\$92.90	\$1,486,400.00	
47	Tack Coat	96	TN	\$470.00	\$45,120.00	
55	Mobilization	1	LS	\$199,840.00	\$199,840.00	
				<i>SPONSOR IN ALL ITEMS</i>	TOTAL	\$4,371,000.00

DO NOT OPT OUT OF THE AC INDEX

This quote includes \$868,000 towards DBE Goal

NOTES: Addendums Noted: 1,2,3,4

This quote will be part of any subcontract agreement between Matich Corp and prime contractor
Shoulder paving to be completed in 16 shifts, cap to be completed in 13 shifts
If this work is not performed by December 31, 2016, this proposal is subject to a price adjustment.
Payment to be made within 10 days of prime contractor receiving payment
QC/QA included for Matich work only
Paving subgrade to be provided by others.
This proposal is bid as a package.
This proposal is based on four move-ins, additional move ins will be billed at \$9,500.00 each.
Prime contractor to supply water at paving rollers
Shoulder and roadway areas need to be swept clean prior to RHMA paving
Excludes sweeping and cleanup of trackout
Excludes traffic control.
Excludes striping
Excludes the cost of bonds. Add .7% if needed

Material Only (includes tax and delivery)

HMA	\$76/TN
RHMA	\$83/TN
Berm mix	\$94/TN

The Road To Smart Solutions



An Employee Owned Company

Proposal and Contract

Pavement Recycling Systems, Inc

SM ✓

CA License# 569352
OR License# 165556

DIR# 1000003363
UT License# 6982390-5501

NV License# 0036233
AZ License# 183900

10240 Sun Seavine Way, Jurupa Valley, CA 91752
Phone: (951) 682-1091 Fax: (951) 682-1091

From: Don Sante Email: dsante@pavementrecycling.com
To: GRIFFITH COMPANY-SFS
4756 W. MISSION BLVD.
MONTCLAIR, CA 91762
smclure@griffithcompany.net
Quote No: 1600142
Phone: (909) 270-5040
Fax: (909) 270-5042
Bid Date: 1/20/2016

We propose to furnish you with labor and material per your representation of job requirements as follows:

08-0G9004/ Rte.247 (In Landers)

Item No	Description	Quantity	UOM	Unit Price	Total Price
Schedule 1					
26	Cold Plane AC	133,000	SY	0.720 ^{1.335}	\$95,760.00
42	Shoulder Rumble Strip	1,140	STA	9.900 ^{25.11}	\$11,286.00
43	Centerline Rumble Strip	570	STA	9.900	\$5,643.00
Total:					\$112,689.00
Schedule 2					
OP1	Clean Behind Rumble Strip	1,710	STA	9.210	\$15,749.10
OP2	Add: Haul Grindings To Stockpile	133,000	SY	0.350	\$46,550.00
OP3	Add: Initial Sweeping Behind Milling	133,000	SY	0.265	\$35,245.00
OP4	Add: Fog Seal Rumble Strip	1,710	STA	4.000	\$6,840.00
Total:					\$104,384.10
Total Proposal Price:					\$217,073.10

Special Conditions

- NOTE: Cold Plane pricing includes 2 days of micro-milling for smoothness prior to Cold Planing. Micro-Milling includes cut, load, haul, sweep, and inertial profiler data upon completion of the micro-milling.
- Item #26 includes: Cut, initial loading, 1 move on/off the project.
- Item #42 & #43 include: Grind rumble strip and leave the grindings in-place, 1 move on/off the project.
- Additive OP1 is for loading the rumble strip grindings, hauling them off site, and initial sweeping behind the grind operation.
- Additive OP2 is for hauling the milled material to a Contractor provided Stockpile locations within 2 miles of the project. Excludes stockpile maintenance.
- Additive OP3 is for initial sweeping behind the milling operation. Includes 2 sweepers to allow for paving behind the milling operation.
- Additive OP4 is for furnishing and applying fog seal over the rumble strip.
- Item #26 Excludes: Hauling, sweeping, mini-planer, hand work, removal of PCC, survey/project layout, grading, compaction, maintenance and protection of the project.
- Item #42, #43, OP1, and OP4 Exclude: Traffic control, water/water source, line or stripe for rumble strip placement, marking out start and stopping points, maintenance of the project.
- Production: Item #26 @ 8 shifts + 2 shifts for Micro-Milling prior to Cold Planing, Rumble Strip @ 5 shifts.

General Conditions

ACCEPTANCE of this bid/proposal/quote (bid) from PAVEMENT RECYCLING SYSTEMS, INC. (PRR) requires that the PRICING, SPECIAL CONDITIONS and the GENERAL CONDITIONS of this bid be included in any subcontract or purchase order agreement (Contract) and the Bid Terms and conditions take precedence over any conflicting terms. PRR will not surrender any portion of extra work or force account mark-ups except those reserved by the owner for the General Contractor. California prompt pay statutes shall be enforced. Unless otherwise defined in the SPECIAL CONDITIONS of this bid PRR excludes from the services quoted for all MAINTENANCE AND PROTECTION OF THE MILLED SURFACE, TRAFFIC CONTROL, SURVEYING, LAYOUT, SAWCUTTING AND TEMPORARY TAPERS. Upon completion of each segment of the designated work by PRR the work shall be deemed accepted and approved and the Customer shall assume maintenance and protection of the work. All utilities, obstructions, and foreign objects in the work zone must be marked and located by the Customer prior to PRR's work. PRR excludes any damage to unmarked or improperly located obstructions in the zone of work. PRR excludes notification to any underground alert service, marking or location of underground utilities. By accepting the Bid the Customer accepts sole responsibility for, and all subsequent liabilities coincident with the following requirements of the regional notification cover law pursuant to ARTICLE 2 (commencing with Section 4716) of Chapter 2.3 of Division 5 of Title 1 of the California Government Code.

(Continued on next page)

Any liability and defense obligation required from PPS shall be proportional and limited to the extent PPS's act, omissions, fault or negligence contribute to any alleged or actual claims or damages. Insurance included in this Bid: Commercial liability \$2MM per occurrence / \$2MM aggregate; \$2MM Products and Completed Operations Aggregate; \$1MM Personal and Advertising Injury; \$1MM Commercial Auto; Worker's Compensation coverage per statute.

Date:

Accepted By:

Page 2 of 2

From: Don Sante

STATE OF CALIFORNIA—CALIFORNIA STATE TRANSPORTATION AGENCY

EDMUND G. BROWN, Jr. Governor

DEPARTMENT OF TRANSPORTATION
 DIVISION OF ENGINEERING SERVICES
 OFFICE ENGINEER
 P.O. BOX 168041, MS-43
 SACRAMENTO, CA 95816-8041
 PHONE (916) 227-6299
 FAX (916) 227-6282
 TTY 711
 www.dot.ca.gov



Serious drought.
 Help save water!

March 8, 2016

Facsimile: (916) 383-4084

Mike Fain, Vice President of Construction Operations
 Telfer Pavement Technologies, LLC
 Ave, Bldg. 700 Ste. 300
 McClellan, CA 95652

06-0T6204
 06-Fre-33-11.1/14.8, 16.9/22.74522 Parker
 B.O. 1/27/2016

Dear Mr. Fain:

The Department of Transportation (Caltrans) received a letter dated February 26, 2016, from Telfer Pavement Technologies, LLC (Telfer) protesting the bid submitted by Granite Construction Company (Granite) for Contract 06-0T6204 on January 27, 2016. The protest alleges that the Subcontractor's List form and the Disadvantaged Business Enterprise (DBE) Commitment form have inconsistencies and should be found nonresponsive.

Caltrans finds the Granite listed ABSL Construction (ABSL) on the Subcontractor's List and DBE Commitment form to perform bid items 10, 13, and 16, providing the description of work as Operated Grinder Rental. Caltrans does not require a detailed technical description of the work to be performed and therefore, accepts the description given as to the work being performed by ABSL.

In regards to the inconsistencies, Caltrans does not perform calculations at bid time of the percentages listed on the Subcontractor's List form with regard to the amount listed for a particular item. Caltrans has found that frequently, the percentages of each bid item are not a one for one match with the dollar amounts listed on the DBE Commitment form, since the total bid amount and even individual bid items, may include the contractors profit and overhead. On this basis and in this instance, Caltrans does not agree that the bid submitted by Granite is nonresponsive.

The Office of Business and Economic Opportunity, Contract Evaluation Branch (CEB) reviewed the DBE submittal and confirmed the DBE's participation on this project. As such, Granite met the goal for this contract.

Based on the above, Caltrans will proceed to award the contract to the lowest responsible bidder.

The Resident Engineer will receive a copy of this letter for Contract Administration Compliance.

If you have any questions, please contact Mulesa Smith, Contract Awards Manager, at (916) 227-6228.

Sincerely,

JEFF DEFEVERE
 Office Chief
 Office Engineer, Construction Contract Awards
 Division of Engineering Services



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Date: March 28, 2016

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Comments: Project 08-0G9004
Response to Sully Miller's Bid Protest

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