



# COFFMAN SPECIALTIES, INC.

## GENERAL AND ENGINEERING CONTRACTORS

November 3, 2014

Sent via facsimile: 916 227-6282  
and U.S. Mail

John C. McMillan, Deputy Division Chief, Office Engineer  
California Dept. of Transportation  
P.O. Box 168041, MS-43  
Sacramento, CA 95816-8041

Re: Rte. 8/67 Separation, Caltrans Contract #11-275504  
Opposition to Hazard Construction's Protest of Coffman Specialties, Inc.'s Low

Bid

Dear Mr. McMillan:

Coffman Specialties, Inc.'s ("Coffman") bid was responsive to the contract bid documents. Coffman opposes the protest filed by Hazard Construction ("Hazard") concerning Coffman's bid for Caltrans Contract No. 11-275504 to construct the Rte. 8/67 Separation Project; the arguments raised in Hazard's protest are without merit.

**I. BID RESULTS**

Caltrans received and opened bids on October 16, 2014. CSI was the apparent lowest responsive responsible bidder. The five lowest bids submitted were:

Bid Rank	Contractor	Bid Amount	Δ from low bid (\$)	Δ from low bid (%)
1	Coffman Specialties	\$10,125,000.00	<i>LOW BID</i>	<i>LOW BID</i>
2	Hazard Construction	\$10,968,441.50	\$ 843,441.50	7.69%
3	Granite Construction	\$11,753,679.00	\$1,628,679.00	13.86%
4	Pave Tech	\$11,867,873.00	\$1,742,873.00	14.69%
5	Flatiron West	\$11,957,534.00	\$1,832,534.00	15.33%

**II. COFFMAN PROPERLY COMPLETED THE SUBCONTRACTOR LIST FORM**

Coffman submitted its bid with an accurate Subcontractor List form on bid day. Within 24 hours of the bid, on October 17, Coffman faxed its Subcontractor List to Caltrans, accurately stating the additional information required by the Contract bid specifications. Within 72 hours thereafter, on October 20, Coffman sent Caltrans the DBE Commitment form. As discussed below, the DBE form contained a minor clerical error that was inconsequential to the bid. Hazard provides no legal support for its protest, nor does any exist.



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Hazard offers the following 3 arguments as grounds for rejecting Coffman's low bid, none of which are persuasive:

A. that Statewide Traffic Safety & Signs' ("Statewide") scope of work—"Construction Area Signs/Roadside Signs (partial)"—was "enlarged" by including Bid Items 9 and 10 in the Subcontractor List sent within 24 hours after bid opening.

B. that Ace Fence Corp.'s ("Ace Fence") scope of work—"MBGR/Fence"—was "enlarged" by including Bid Item 65 in the Subcontractor List sent within 24 hours after bid opening.

C. that Ace Fence's work did not include Bid Item 64 in the 24 hour Subcontractor List and varied from the DBE Commitment Form which did include Item 64 in Ace Fence's work.

Hazard's protest twice proclaims that Coffman "enlarged and reduced" the scope of subcontractors' work, although the substance of the 3 arguments only asserts Coffman *enlarged* the scope. Arguments A and B relate to the Subcontractor List and the laws in the Subletting and Subcontracting Fair Practices Act (the Act). The central purpose of the Act is to protect the public and subcontractors from bid shopping and bid peddling in public works projects. (*Valley Crest Landscape, Inc. v. City Council* (1996) 41 Cal. App. 4th 1432, 1439.)

The conduct Hazard complains of (enlarging subcontractors' scope of work) (which Coffman disputes) did not, and could not have permitted bid shopping or bid peddling. No Item of work was deleted from a subcontractor's scope after bid time.

**A. Statewide's Scope of Work was not Enlarged.**

In its bid, Coffman described Statewide's portion of work as "Construction Area Signs/Roadside Signs (partial)." Hazard argues that Coffman "enlarged" Statewide's scope of work by including Bid Items 9 (Temporary Crash Cushion Module) and 10 (Temporary Alternative Crash Cushion System) in the 24 hour submittal. Its argument is flawed for two crucial reasons.

**1. The Portion of Work Includes the Items Identified in the Subcontractor List.**

Items 9 and 10 are logically related to Construction Area Signs and Roadside Signs and within the scope of the described work identified in Coffman's initial bid. They are safety and traffic control-related Items that are lumped together within the first few Bid Items in the contract with signs, traffic control, portable changeable message sign and temporary railing. Coffman has always described subcontractors' work relating to crash cushions in this way in the initial Portion of Work descriptions at bid time. Other contractors regularly do the same. Caltrans' continued acceptance of this grouping of Items in the work description is essential for consistency in its bidding process.

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Coffman always intended Items 9 and 10 to be within Statewide's scope as evidenced by the absence of "Temporary Crash Cushion Modules" and "Temporary Alternative Crash Cushion System" from any other subcontractor's work description or scope in its bid. Statewide's proposal at bid time (Attachment "i") included Items 9 and 10, and Coffman cost at bid time included those Item costs.

**2. Material Suppliers are Not Required to be Identified at Bid Time.**

A bidder is not obligated to list in its initial bid documents the names of suppliers of non-specialty materials (such as crash cushions). The Public Contract Code only requires bidders to list subcontractors "who will *perform work or labor or render service*" to the project or who "*specialty fabricates and installs* a portion of the work or improvement according to detailed drawings contained in the plans and specifications . . . in excess of one-half of 1 percent of the prime contractor's total bid or ten thousand dollars (\$10,000), whichever is greater." (Pub. Cont. C §4104, emphasis added.) Since Coffman was not obligated to state in its bid who will supply crash cushions, failure to list the Item in the bid does not render the bid nonresponsive.

Further, the Code allows submission of all subcontractor information (other than the name, place of business, and (in non-federal aid contracts) contractor's license number) up to 24 hours *after* bid time.

(Pub. Cont. Code § 4104(3)(A).) Caltrans expressly implements this statute in its bids.

Since Items 9 and 10 do not involve the performance of work, labor, services or special fabrication and installation of a portion of the work, Coffman's omission of these Items from its Subcontractor List at bid time and in the 24 hour submittal is allowable by both the law and the Department. Supply of such materials is not part of Statewide's labor or services (e.g. "work"), hence, its "scope of work" was not enlarged by Coffman's inclusion of these Items in the subsequently submitted information.

In a similar situation, a protest was filed against a low bidder who identified the subcontractor's work as Bid Item 3 (Traffic Control Systems) but listed Items 3 and 4 (Portable Message Board) in the DBE Commitment form. Caltrans denied the protest as having no merit, because Item 4 was "rental equipment" and was not required to be listed in the Subcontractor List form. (See Caltrans protest decision dated Dec. 2, 2013, Attachment "2".)

**B. Ace Fence's Scope of Work was Not Enlarged.**

Coffman described Ace Fence's Portion of Work as "MBGR/Fence." Hazard argues that Coffman's 24 hour Subcontractor List "enlarged" Ace Fence's scope of work by adding Bid Item 65 (Alternative Crash Cushion). This strained argument, too, is unconvincing. The Crash Cushions are physically attached to the Metal Beam Guard Rail; they are a rationally related part of the work. The Item number falls between 64 (Guard Railing Delineator) and 66 (Midwest Guardrail System) and an array of other railing and barrier items in the contract's Bid Item list.

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Coffman always intended Item 65 to be within Ace Fence's scope as evidenced by the absence of "Alternative Crash Cushion" from any other subcontractor's work description or scope. Ace Fence's proposal at bid time (Attachment "3") included Item 65, and Coffman's cost at bid time included the cost of that Item.

Caltrans recently considered and rejected this same argument. (See Mr. McMillan's letter dated July 31, 2014, Attachment "4"). Caltrans determined the work description of "Guard Rail, Fence & related (portion)" unchanged by inclusion of bid item numbers for "Crash Cushion" and "Alternative Crash Cushion" in the 24 hour submittal.

C. Coffman's Bid Accurately Stated the Scope of Ace Fence's Work. The DBE Commitment Form Contains an Inconsequential Error that Caltrans Should Waive.

Hazard argues that Coffman's DBE Commitment form submitted within 72 hours after bid "reduced" the scope of its work by failing to include Item 64 (Guard Railing Delineator), the retro-reflective safety devices mounted on the guard rail to show the roadway alignment. Coffman's bid and 24 hour submittal correctly said Statewide would perform Item 64. The DBE sheet, submitted days after bid opening, said Ace Fence would provide "MBGR/Fence"—Contract Item numbers 17-20 and 64-73. Item 64 was inadvertently included when Coffman's contracts personnel mistakenly included all bid Items from Ace Fence's proposal when she should have omitted Item 64 from the DBE form.<sup>1</sup>

Since this error is insignificant and gave Coffman no advantage, in the interests of the State and the taxpayers, Caltrans should waive the minor irregularity.

1. **Coffman Met the DBE Goal Without Item 64.**

The purpose of the DBE Commitment form is to document the bidder's DBE participation. Coffman's mistaken inclusion of Item 64 within Ace Fence's work was inconsequential because its bid remains by far the lowest bid—exclusive of the value of the erroneously listed Item of work; and without the Item, Coffman still surpassed the 6% goal, with a revised total DBE participation of 7.22%.

Coffman provided Ace Fence's (Attachment "3") proposal with the DBE form. As shown in the proposal, the value of Item 64 is \$8,960 (320 units x \$28/unit). Coffman included this value in Ace Fence's total DBE participation amount (\$740,880).

DBE participation with Item 64 removed totals \$731,920.00 (\$740,880 - \$8,960) which is 7.22% of the total bid amount. Therefore, adding this Item in the DBE Commitment form was

<sup>1</sup> The DBE Commitment Form is not required under the "Subletting and Subcontracting Fair Practices Act" (Pub. Cont. Code § 4100 *et seq.*). It is not interpreted under the Act, and its purpose is unrelated to the goals of the Act.

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inconsequential and did not help Coffman meet the DBE goal or otherwise give it an advantage over other bidders.

In other recent protests, Caltrans found bids responsive that contained inconsequential inconsistencies between the DBE forms and the Subcontractor lists. A low bidder who listed a subcontractor as providing Items 40, 41, 52 was identified in the DVBE Summary as providing items 41, 49 and 52. (See Caltrans protest decision dated November 6, 2013, Attachment "5".) Caltrans found the protest lacked merit for two important reasons, one being that the bidder still met the 5 percent goal for the project.

Caltrans rejected another bid protest involving a low bidder who identified a subcontractor as performing "Place Hot Mix Asphalt Dike" in its initial bid, but omitted bid Item 99 (Place Hot Mix Asphalt Dike-Type A Modified) from the 24 hour Subcontractor List submittal; then included Item 99 in the DBE Commitment form. (See Caltrans protest decision dated April 30, 2014, Attachment "6".) That bid was inconsistent twice—between the initial Subcontractor List and the DBE form, and also between the first and the second (24-hour) Subcontractor Lists. Yet Caltrans did not automatically reject the bid as nonresponsive just because it contained an inconsistency (as Hazard asserts should be done); rather, Caltrans rejected the protest and made the following determinations:

Item 2B: As this item pertains to the DBE submittal, the Office of Business and Economic Opportunity's Contract Evaluation Branch (CEB) will evaluate the DBE Commitment documents and make the required adjustment based on the DBE's quote and will disallow items that are omitted from the DBE Commitment form."

For these reasons, Caltrans finds that the protests from MCM have no merit and will proceed to award this contract to the lowest responsible bidder, provided that all requirements have been met."

If the DBE goal is met without inclusion of the inconsistent bid Item amount, the apparent low bidder can be awarded the contract despite the error.

**2. Coffman Can Self-Perform Item 64 if Caltrans Considers the Bid as Listing Two Subcontractors to Perform the Same Work.**

Caltrans (at most) could disallow either subcontractor (Ace Fence and Statewide) from performing Item 64 and let Coffman self-perform. The Public Contract Code states:

"If a prime contractor fails to specify a subcontractor or if a prime contractor specifies more than one subcontractor for the same portion of work to be performed under the contract in excess of one-half of 1 percent of the prime contractor's total bid, the prime contractor agrees that he or she is fully qualified

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to perform that portion himself or herself, and that the prime contractor shall perform that portion himself or herself.”

(Pub. Cont. Code § 4106.) Coffman has the equipment and ability to do the work. This minimal item of work erroneously listed in the DBE form is insufficient and irrational grounds for rejection of the bid. However, if Caltrans deems this error consequential, the State can remedy the problem by permitting Coffman to supply and mount the delineators itself.

### 3. Coffman did not Gain an Advantage.

Hazard's assertion that "it is impossible to determine what work is being subcontracted" is inaccurate and irrelevant. Coffman's Subcontractor Lists accurately identified the work each subcontractor would perform. *The documents submitted at bid time and within 24 hours thereafter were consistent.* To determine the subcontractors listed in a bid and the scope of their work, Caltrans should look solely to the Subcontractor List forms, not the DBE Commitment sheet. But, if Caltrans believes that including Item 64 in Ace Fence's DBE Commitment information renders the performance of the Item ambiguous, Caltrans must determine whether it is consequential, it is not. The irregularity should be waived.

### III. COFFMAN'S BID IS THE LOWEST RESPONSIVE BID

The issues Hazard complains of are inconsequential. They did not affect Coffman's bid price; Coffman could not have relied on them to back out of its bid; and they did not give Coffman any advantage. Caltrans has the discretion to waive inconsequential deviations.

"[A] bid which substantially conforms to a call for bids may, though it is not strictly responsive, be accepted if the variance cannot have affected the amount of the bid or given a bidder an advantage or benefit not allowed other bidders or, in other words, if the variance is inconsequential. (*Bay Cities Paving & Grading, Inc. v. City of San Leandro* (2014) 223 Cal. App. 4th 1181, 1188, review denied (May 21, 2014).) " [A] deviating bid must be set aside despite the absence of corruption or actual adverse effect on the bidding process' *only if* the deviation is 'capable of facilitating corruption or extravagance, or likely to affect the amount of bids or the response of potential bidders.' " (*Id.*, at 1188) (emphasis added).

A mistake is material and gives a bidder an unfair advantage if it can be used as a basis for the bidder to back out of its bid. [See, "we conclude [the low bidder] had an unfair advantage because it could have withdrawn its bid ... under Public Contract Code section 5103, [the low bidder] could have sought relief by giving the City notice of the mistake within five days of the opening of the bid. That [the low bidder] did not seek such relief is of no moment. The key point is that such relief was available. Thus, [the low bidder] had a benefit not available to the other bidders; it could have backed out. Its mistake, therefore, could not be corrected by waiving an "irregularity." (*Valley Crest Landscape, Inc., supra.* at 1442.)

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"It certainly would amount to a disservice to the public if a losing bidder were to be permitted to comb through the bid proposal or license application of the low bidder after the fact, [and] cancel the low bid on minor technicalities, with the hope of securing acceptance of his, a higher bid. Such construction would be adverse to the best interests of the public and contrary to public policy." (*Ghilotti Construction Co. v. City of Richmond* (1996) 45 Cal.App.4th 897, 908-909.)

#### IV. HAZARD'S BID CONTAINED ERRORS

Hazard's own bid is not perfect and contains irregularities. It listed several Items in its subcontractor work descriptions more than once without indicating the work was only "partial" (e.g. Items 1, 5, 17, 28, 30, 35, 39, 48, 94, and "lead plan") although all were "partial" when identified in the 24 hour submittal. If Caltrans chooses not to waive a minor irregularity in Coffman's—the apparent low bidder's—bid, it should scrutinize Hazard's bid with the same stringency.

#### V. CALTRANS SHOULD AWARD THE CONTRACT TO COFFMAN

Based on the foregoing, it is in the State's interests, and the law and contract provisions support awarding the contract to Coffman as the lowest responsive bidder.

Thank you for your attention to this matter.

Very truly yours,

  
Angela J. Soldner  
General Counsel

10-16-'14 08:05 FROM-STATEWIDE SAFETY 8586797047

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Statewide - Poway  
License # 975518  
13755 Blaisdell Place  
Poway, CA 92064  
Ph (858) 679-7292  
Fax (858) 679-7117

BID DATE: 10/16/14  
CONTRACT INFO  
11-275504  
11-SD-67-R0.0/R5.9  
PROPOSAL: 104610  
ESTIMATOR  
Chris Jones

ENT  
JD

CLIENT: EST  
ATTN ESTIMATING DEPARTMENT

PROJECT:  
11-275504  
11-SD-67-R0.0/R5.9

ITEM #	DESCRIPTION	QUANTITY	PRICE	AMOUNT
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Proposal General Notes:

ITEMS #4 (STATIONARY), 6, & 9 ARE FURNISHED, INSTALLED, & REMOVED. CONTRACTOR TO MAINTAIN. ITEM #4 (PORTABLE) IS FURNISHED AND DELIVERED TO CONTRACTOR DESIGNATED ONSITE YARD. CONTRACTOR TO INSTALL, MAINTAIN, AND REMOVE. TO BE PICKED UP FROM SAME LOCATION. TO REMAIN PROPERTY OF STATEWIDE TRAFFIC SAFETY & SIGNS, INC.

ITEM #8 CANNOT GO WITHOUT 9.  
ITEMS #17, 23, 26, 27, & 49 THRU 56 MUST GO TOGETHER.  
ITEMS #49 THRU 51 INCLUDE TAX & SHIPPING F.O.B. POWAY, CA.

THIS PROPOSAL AND ATTACHED PROVISIONS MUST BECOME A BINDING PART OF ANY SUBCONTRACT.

004	CONSTRUCTION AREA SIGNS INCLUSIONS: (2) TYPE I FUNDING SIGNS, (4) M4-8A SIGNS, (45) SC9 SIGNS, (18) 72"X72" SPECIAL SIGNS, & CAS QUANTITIES PER PLAN SHEETS CS-1, TH-11, TH-12, & TH-13 ONLY.	100 LS	210,600/LS	21,060.00
005	TRAFFIC CONTROL SYSTEM (SEE PAGE 3 FOR RATES)			
006	TRAFFIC PLASTIC DRUM	240 EA	30,000/EA	7,200.00
007	PORTABLE CHANGEABLE MESSAGE SIGN (SEE PAGE 4 FOR RATES)			
009	TEMPORARY CRASH CUSHION MODULE	190 EA	160,000/EA	30,400.00
010	ALTERNATIVE TEMPORARY CRASH CUSHION SYSTEM (SEE PAGE 4 FOR RATES)			
017	TREATED WOOD WASTE (PARTIAL) SPECIFICATIONS: INCLUDES TREATED WOOD WASTE FROM ROADSIDE SIGN REMOVAL ONLY. TREATED WOOD WASTE QUANTITIES FROM REMOVAL OF MBGR TO BE HANDLED BY OTHERS.	1399 LB	1,000/LB	1,399.00

each  
mtr

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Proposed/Quote

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104610

10/13/14

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ITEM #	DESCRIPTION	QUANTITY	PRICE	AMOUNT
023	REMOVE ROADSIDE SIGN	10 EA	75.000/EA	750.00
026	RESET MILEPOST MARKER	1 EA	45.000/EA	45.00
027	RELOCATE ROADSIDE SIGN	2 EA	350.000/EA	700.00
SPECIFICATIONS: EXCLUDES COST OF REPLACEMENT POSTS (IF NECESSARY). ADDITIONAL POST COSTS VARY DUE TO SIZE/TYPE.				
049	FURNISH SINGLE SHEET ALUMINUM SIGN (0.063"-UNFRAMED)	110 SF	17.750/SF	1,952.50
050	FURNISH SINGLE SHEET ALUMINUM SIGN (0.080"-UNFRAMED)	190 SF	19.250/SF	3,657.50
051	FURNISH SINGLE SHEET ALUMINUM SIGN (0.080"-FRAMED)	80 SF	22.000/SF	1,760.00
052	ROADSIDE SIGN - ONE POST	12 EA	195.000/EA	2,340.00
053	SIGN SUPPORT SYSTEM	10 EA	1700.000/EA	17,000.00
054	INSTALL SIGN (STRAP AND SADDLE BRACKET METHOD)	18 EA	75.000/EA	1,350.00
055	INSTALL SIGN (MAST-ARM HANGER METHOD)	5 EA	450.000/EA	2,250.00
056	INSTALL ROADSIDE SIGN PANEL ON EXISTING POST	2 EA	75.000/EA	150.00
059	DETECTABLE WARNING SURFACE	230 SF	14.800/SF	3,404.00
SPECIFICATIONS: PRICE IS FOR FURNISH OF DWT TOUGH-EZ TILE ONLY. INCLUDES TAX & SHIPPING F.O.B. POWAY, CA.				
064	GUARD RAILING DELINEATOR	320 EA	15.000/EA	4,800.00
<b>TOTAL BID:</b>				<b>\$100,218.00</b>

Signed: \_\_\_\_\_

Dated: \_\_\_\_\_

Title: \_\_\_\_\_

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Proposal/Quote

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Statewide Traffic Safety & Signs  
License # 975518  
13755 Blaisdell Place  
Poway, CA 92064  
Ph (858) 679-7292  
Fax (858) 679-7117

Bid Date: 10/16/2014  
Contract Info:  
11-275504  
11-5D-67-RO.0/R5.9  
Proposal : 104610  
Estimator : Chrls Jones

TO: Estimating Dept.  
PHONE: \_\_\_\_\_  
FAX/EMAIL: \_\_\_\_\_  
SIGNED: \_\_\_\_\_  
DATE: \_\_\_\_\_

TRAFFIC CONTROL SYSTEM IS A FOUR (4) HOUR MINIMUM CHARGE AT 70% OF RATES.  
FULL RATE CHARGED AFTER FOUR (4) HOURS. THE MINIMUM CHARGE WILL BE APPLIED  
ON CANCELLATIONS WITH LESS THAN EIGHT (8) HOURS NOTICE.  
APPLY 30 - 60 MINUTES FOR SET UP AND PICK UP.

TRAFFIC CONTROL -- LANE CLOSURES	DAY OR NIGHT
1 LANE, 1 DIRECTION, 1 MILE, 1 T.C. TRUCK, 2 MEN - includes two (2) standard ramp closures -	*\$1,350.00/8hr
COMPLETE FREEWAY CLOSURE (CHART C1), 1 T.C. TRUCK, 2 MEN	*\$1,450.00/8hr
COMPLETE HIGHWAY CLOSURE (CAHRT G1), 1 T.C. TRUCK, 2 MEN	*\$1,350.00/8hr
COMPLETE CITY STREET CLOSURE (CAHRT H1), 1 T.C. TRUCK, 2 MEN	*\$1,450.00/8hr
CONNECTOR CLOSURE, 1 T.C. TRUCK, 2 MEN	*\$1,350.00/8hr
Addl Connector/Connector closure with Detour during lane closure	*\$150.00/each
Additional lanes, ramps and/or miles	*\$50.00/each
Additional TC Truck (no equipment)	*\$225.00/shift
Additional TC Tech	*\$575.00/8hr
IMPACT ATTENUATOR VEHICLE, WITH DRIVER (Based on Availability)	\$850.00/8hr
FLAGGING - 2 MEN / DAY (T-13) / NO Rumble Strips	*\$1,300.00/8hr
FLAGGING - 2 MEN / NIGHT (T-13) / NO Rumble Strips	*\$1,350.00/8hr
FLAGGING - 2 MEN / DAY (T-13) / INCLUDES Rumble Strips	*\$1,600.00/8hr
FLAGGING - 2 MEN / NIGHT (T-13) / INCLUDES Rumble Strips	*\$1,650.00/8hr
NIGHT flagging includes two light sources	

Overtime is \$95.00/8 - 12hr/man; Doubletime \$115.00/over 12 hr/man  
SATURDAY CLOSURES MULTIPLY ABOVE RATES BY 1.4; SUNDAY CLOSURES BY 1.7  
\* DOES NOT INCLUDE CHANGEABLE MESSAGE SIGN OR 'IMPACT ATTENUATOR VEHICLE'  
Time begins upon arrival at job site. Rates include travel time up to one (1) hour from any STSSS  
branch location. Additional travel time will be charged at \$30.00 per 1/2 hour/man, each direction.

NO RETENTION HELD FOR TRAFFIC CONTROL OR RENTAL EQUIPMENT

IMPACT ATTENUATOR VEHICLE RENTAL RATES - 20 miles included per day - No Driver  
\$350.00/day, \$1,200.00/1 week, \$3,000.00/4 weeks; \$150.00 delivery & \$150.00 pickup each.  
(Surcharge \$0.75 per mile, portal to portal) (Based on Availability)

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Statewide Traffic Safety & Signs  
License # 975518  
13755 Blaisdell Place  
Poway, CA 92064  
Ph (858) 679-7292  
Fax (858) 679-7117

Bid Date: 10/16/2014  
Contract Info:  
11-275504  
11-SD-67-R0.0/R5.9  
Proposal : 104610  
Estimator : Chris Jones

TO: Estimating Dept.

PHONE: \_\_\_\_\_

FAX/EMAIL: \_\_\_\_\_

SIGNED: \_\_\_\_\_

DATE: \_\_\_\_\_

**ITEM 7 CHANGEABLE MESSAGE SIGN RENTAL RATES - CALL FOR PURCHASE PRICES**

\$150.00/day, \$400.00/1 week, \$1,000.00/4 weeks; \$50.00 delivery & \$50.00 pickup each.  
NO delivery or pick up charge if STSSI performs traffic control.  
"DAY" rate is applied if STSSI tech maintains PCMS boards

**ITEM 10 ABSORB-350 TL-3 / 9 ELEMENT RENTAL RATES - CALL FOR PURCHASE PRICES**

\$85.00/day, \$320.00/1 week, \$800.00/4 weeks; \$50.00 delivery & \$50.00 pickup each from yard.  
Delivery / removal with installation (EMPTY) - \$150.00 each; (FULL) - \$350.00 each  
Relocation - \$350.00 each

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Proposal/Provisions

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Statewide Traffic Safety & Signs  
License # 975518  
13755 Blaisdell Place  
Poway, CA 92064  
Ph (858) 679-7292  
Fax (858) 679-7117

Bid Date: 10/16/2014  
Contract Info:  
11-275504  
11-SD-67-R0.0/RS.9  
Proposal : 104610  
Estimator : Chris Jones

A contract and 10 working days notice must be given prior to any move in. This quote shall remain valid for 30 days from date of actual bid opening, unless otherwise agreed upon. PAYMENT TERMS ARE - 100%, NET 30.

Lump sum items are based on "working days" listed in the Special Provisions or working days bid for this project. Additional compensation (standard rental rates) will be applied if working days are exceeded.

All Construction Area Signs to be installed at one time or in stages, covered if needed at installation. Contractor to uncover and recover if needed

Construction area signs include one mobilization per stage, additional mobilizations \$1,500.00 each. Additional signs required due to damage, theft, or plan inadequacies will be billed as extra work.

Traffic Control not included in installation, removal, or repair of any item. Stand-by time charged at \$175.00/hr.

Portable equipment will be delivered and picked up from one location. Contractor to maintain. Contractor is liable for loss and or damaged equipment. Barricades do not include flashing lights or sign panels unless otherwise noted. Pallets are not included with crash cushions.

Contractor is liable for lost or damaged equipment removed or relocated by contractor's forces.

Statewide Safety & Signs, Inc. does not accept charges or back charges of any kind unless agreed to in writing prior to work beginning.

Statewide Safety & Signs, Inc. shall fully indemnify Contractor for any liability arising out of Statewide Safety & Signs, Inc. work or products, but only to the extent of Statewide Safety & Signs, Inc. liability and not that of anyone else. Statewide Safety & Signs, Inc. maintains insurance coverage for their work hereunder, including \$2,000,000.00 Products - Comp/OP Agg and a 10/93 Additional Insured Endorsement.

If there are any issues or concerns regarding Statewide Safety & Signs, Inc. products or work, Contractor shall promptly notify and give Statewide Safety & Signs, Inc. first opportunity to correct any such problems.

All sign and marker location / mark-out to be done by others and must be completed prior to Statewide Safety & Signs, Inc. starting work. Statewide Safety & Signs Inc. is not responsible for damage to underground facilities, not shown on plans or, not marked out by other agencies. (ie. Caltrans)

Sign panels for roadside sign items are supplied by others unless purchased through bid items of this quotation. Roadside sign panels will not be received by Statewide Safety & Signs, Inc. earlier than 15 working days prior to scheduled installation. No storage. 45 working days advance notice for sign panel orders. All sign plan discrepancies are to be resolved before any sign panel orders are placed.

Permanent sign and marker installation: maximum move-ins: ONE (1) . Additional move-ins \$1,500.00 each. 45 working days notice for metal post orders. Mounting hardware supplied to, and installed by contractor.

Removal, relocate, and reset items are to be completed in whole per the Special Provisions for the project, and completed in, ONE (1) move-in. Additional move-ins \$1,500.00 each.

Sign installation does not include coring or breaking

All change order work must be approved by agency / owner prior to work being performed by Statewide Safety & Signs, Inc.

Acceptance of this quote is acceptance of these provisions, which shall prevail if in conflict with any other documents.

No retention is to be held on Traffic Control and Equipment Rental.

Arcata	Bakersfield	Fairfield	Fresno	Garden Grove	Nipomo	Poway	Redding	Sacramento	San Jose
707-825-0927	061-634-5824	707-864-9952	559-231-8500	714-488-1913	805-929-5070	858-679-7292	530-222-8023	916-452-1825	408-993-9770

STATE OF CALIFORNIA—CALIFORNIA TRANSPORTATION AGENCY

EDMUND G. BROWN Jr., Governor

**DEPARTMENT OF TRANSPORTATION**

DIVISION OF ENGINEERING SERVICES

OFFICE ENGINEER

1727 30<sup>th</sup> STREET, MS-43  
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!

December 2, 2013

Facsimile: (707) 763-8711

Kevin Ghilotti, Vice President  
Team Ghilotti, Inc.  
2531 Petaluma Blvd., S  
Petaluma, CA 9495201-378164  
01-Men-128-VAR  
B.O. 09/24/2013

Dear Mr. Ghilotti:

The Department of Transportation (Caltrans) received the attached letter dated October 29, 2013 from Team Ghilotti, Inc. (Ghilotti), protesting the bids submitted by Argonaut Constructors (Argonaut) and Mendocino Construction Services, Inc. (MCS). The protest alleges that Argonaut failed to list a Disadvantaged Business Enterprise (DBE) subcontractor on its Subcontractor List form and that MCS's DBE Commitment form is inconsistent with its Subcontractor List form. Ghilotti requests that Caltrans find the bids submitted by Ghilotti and MCS nonresponsive.

Caltrans conducted a review of the bid documents submitted by Argonaut and determined that Argonaut was not required to list Bid Items 1, 7, 17, and 23 on its Subcontractor List form, since the items were less than ½ of 1 percent of the total bid. In addition, on the Subcontractor List form submitted with the bid, Argonaut identified Mountain Enterprises (ME) as performing work described as tree removal and on the 24-hour Subcontractor List form submitted on the same day, ME was identified to perform Bid Item 38, Clearing and Grubbing (LS), tree removal, 20 percent. Using the term tree removal identifies that specific portion of clearing and grubbing to be performed by ME and does not change the scope of work. Therefore, Caltrans does not consider this an improper change.

With respect to the protest as it pertains to MCS, Caltrans reviewed the bid documents and the DBE Commitment form submitted by MCS and determined that Force Traffic Control is listed to provide Bid Item 4, Portable Changeable Message Sign (LS) as equipment rental, therefore, MCS was not required to list this item on its Subcontractor List form. \*

Based on the above, Caltrans finds Ghilotti's protests lacks merit and will proceed to award the contract to the lowest responsible bidder, provided that all requirements are met.

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

Attachment

ENT  
SP



**ACE FENCE COMPANY**

727 NORTH GLENDORA AVENUE, LA PUENTE, CA 91744

PHONE (626) 333-0727 \* FAX (626) 333-7843

CERTIFIED AS DBE/UDBE/SBE/MBE/WBE FIRM, UNION COMPANY, LACMTA Pre-Qualified to Bid

"Awarded Minority Contractor of the Year by the City of Los Angeles for Excellence in Quality and Services"

"We Are An Equal Opportunity Employer"

**FAX QUOTE**

TO : General Contractors  
 FROM : Michael Abarilla  
 PROJECT : CADOT Cold Plains, Place RHMA-G, Concrete Barrier and Guardrail (Contract No. 11-275504)  
 From Route 8/87 Separation to San Diego River Bridge, In and Near El Cajon and Santee, In San Diego Co., CA  
 BID DATE : 10/16/14 2:00 P.M.  
 SPECS : per 2010 CALTRANS Plans & Specs  
 ATTN : Estimator  
 DATE : 10/15/14  
 PAGES : 1  
 ADDENDUM: 1 & 2

ITEM	DESCRIPTION	Unit	Qty	Unit Price	Amount
Proposal as follows:					
17	TREATED WOOD WASTE (PARTIAL)	LB	87,800	\$ 0.10	\$ 8,780.00
18	REMOVE PEDESTRIAN BARRICADE	EA	4	\$ 450.00	\$ 1,800.00
19	REMOVE BARRIER	LF	320	\$ 13.00	\$ 4,160.00
20	REMOVE GUARDRAIL	LF	6,780	\$ 9.50	\$ 64,220.00
24	GUARD RAILING BELINEATOR	EA	320	\$ 28.00	\$ 8,960.00
65	ALTERNATIVE CRASH CUSHION	EA	1	\$ 41,600.00	\$ 41,600.00
66	MIDWEST GUARDRAIL SYSTEM (WOOD POST)	LF	4,840	\$ 28.00	\$ 125,840.00
67	MIDWEST GUARDRAIL SYSTEM (7 WOOD POST)	LF	9,320	\$ 28.50	\$ 265,820.00
68	DOUBLE THRIE BEAM BARRIER (WOOD POST)	LF	380	\$ 55.00	\$ 20,900.00
69	TRANSITION RAILING (TYPE DTB)	EA	6	\$ 3,600.00	\$ 21,800.00
70	TRANSITION RAILING (TYPE WB-31)	EA	22	\$ 3,500.00	\$ 77,000.00
71	END ANCHOR ASSEMBLY (TYPE SFT)	EA	17	\$ 700.00	\$ 11,900.00
72	ALTERNATIVE IN-LINE TERMINAL SYSTEM (TYPE ET)	EA	19	\$ 3,000.00	\$ 57,000.00
73	ALTERNATIVE FLARED TERMINAL SYSTEM (TYPE SRT)	EA	15	\$ 2,100.00	\$ 31,500.00
<b>TOTAL BID AMOUNT:</b>					<b>\$ 740,880.00</b>

Remove

- \* ITEM # 65 - CONCRETE ANCHOR SLAB & BACK-UP BLOCK IS NOT INCLUDED, BY OTHERS.
- \* ITEM # 69 & 70 - CONCRETE BARRIER, CORE DRILLING & PIPE SLEEVES IS NOT INCLUDED, BY OTHERS.
- \* THIS PROPOSAL IS BASED ON PAID PREVAILING WAGES AND CERTIFIED PAYROLL.
- \* PLEASE REFER TO NOTES & EXCLUSIONS BELOW. IF YOU HAVE QUESTIONS PLEASE CALL.

**NOTE:** PROPOSAL IS AS A PACKAGE UNLESS DISCUSSED PRIOR TO BID. OUR PROPOSAL IS PER LINE ITEM & NOT LUMP SUM UNLESS IT STATES OTHERWISE. AWARD MUST HAPPEN WITHIN 90 DAYS. COPY OF ACE FENCE COMPANY'S BID TO BE PART OF THE FINAL CONTRACT AGREEMENT. COPY OF GENERAL'S PAYMENT & PERFORMANCE BONDS TO BE ATTACHED TO THE CONTRACT AGREEMENT.

**EXCLUDE:** GUARDRAIL'S STEEL POST (will need change order); STAINING & PAINTING; CONC. PILING. MINOR CONCRETE OR ANY CONCRETE WORKS; VEGETATION CONTROL; DEMOLITION; CLEARING & GRUBBING; REMOVAL OF VEGETATION OR ANY OBSTRUCTIONS; EXTRA DIRT FOR BACKFILL; GRADING; STAKING; LAY-OUT; ROCK DRILLING, CORE DRILLING, SAWCUTTING & CONCRETE BREAKING; PAVEMENT REPAIR; ASPHALT PATCHING; POTHOLES OR LOCATING UTILITIES; MAINTENANCE OR REPAIR TO DAMAGES CAUSED BY OTHERS & TO UNMARKED UTILITY LINES; GROUNDING & ELECTRICAL WORKS; ENGINEERING OR STRUCTURAL CALCULATIONS; SURVEYS FOR ALIGNMENT & ELEVATIONS; COSTS FOR INSPECTIONS & TESTING; BOND COST; SWPPP; BEST MANAGEMENT PRACTICES; ASBESTOS & LEAD COMPLIANCE PLAN & ANY RELATED WORKS; PERMITS/FEES; DUST CONTROL; K-RAILS; TEMPORARY FENCING & SAFETY RAILING; TRAFFIC CONTROL, LIGHTING & SIGNS; FLAGMEN; LANE CLOSURE; HAULING OF SPOILS (spoils from our excavation are to be scattered in the immediate vicinity of our work, relocation of spoils will be considered a change order)

**INSURANCE:** GENERAL LIABILITY - \$ 1,000,000 - \$ 2,000,000 AGGREGATE; AUTOMOBILE - \$ 1,000,000; WORKMAN COMPENSATION - \$ 1,000,000. OCIP / CCIP PROJECTS - WC'S PREMIUMS ALREADY DEDUCTED. ADDITIONAL INSURANCE REQUIREMENTS ARE SUBJECT TO EXTRA PREMIUMS.

LICENSE # A, B & C-13 # 998577, EXP. 9-30-2016 - UNION  
 SUBJECT TO ACCEPTANCE WITHIN 30 DAYS

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!*

July 31, 2014

Facsimile: (661) 367-9097

Mr. Joseph Ferdino, Vice President  
 Security Paving, Inc.  
 13170 Telfair Avenue  
 Sylmar, CA 91243

07-295604  
 07-LA-5-19.2/28.9  
 B.O. 06/26/2014

Dear Mr. Ferdino:

The Department of Transportation (Caltrans) received letters dated July 10 and 23, 2014, from Security Paving Company, Inc. (Security), protesting the bid submitted by C.A. Rasmussen, Inc. (Rasmussen) on June 26, 2014, for Contract 07-295604. The protest alleges the following;

1. On bid day, Rasmussen identified Crown Fence to perform work described as Guard Rail, Fence & related (portion) and on the 24 hour Subcontractor List form expanded the scope of work by adding bid items #92, Crash Cushion (Type SCI-70GM) and #93, Alternative Crash Cushion.
2. On bid day, Rasmussen identified Cindy Trump to perform work described as Coldmill (portion) and on the 24 hour subcontractor List form expanded the scope of work to include bid item #24, Remove Asphalt Concrete Dike.
3. On bid day, Rasmussen identified FBD Vanguard to perform work described as Jointed Plain Concrete Pavement (RSC), Slab replacement, Spall repair, Barrier Rail, Minor Concrete (Minor Structures), and Remove Concrete Pavement & Base, Traffic Control & related (portion). On the 24 hour Subcontractor List form expanded the scope of work to include, bid items #17, Temporary Concrete Washout, #51, Alternate Treated Base, #52, Replace Base, and #60, Drill and Bond (Dowel Bar).

Security requests that Caltrans find the bid submitted by Rasmussen nonresponsive.

Caltrans reviewed the bid documents submitted by Rasmussen's and has made the following determination:

1. With respect to Crown Fence, Rasmussen properly followed the bidding instructions on bid date by identifying the subcontractor and the description of work. On the 24 hour submittal, Rasmussen provided the same information and the corresponding bid item numbers. The description of the work did not change and it is Caltrans' determination that bid items #92 and #93 are reasonably related to the work described to be performed

Mr. Joseph Ferndino  
July 31, 2014  
Page 2

- by the listed subcontractor, i.e. Guard Rail, Fence and related. Bid items #92 and #93 do not enlarge the scope of the work as described on bid day.
2. As shown on the Project Plans, the Removal of the Asphalt Concrete Dike is to be performed during the same phase as the Cold Plan Asphalt Concrete Pavement Work. Therefore, the listing of bid item #24, Remove Asphalt Concrete Dike does not enlarge the scope of work for Cindy Trump as described on bid day.
  3. Caltrans has determined that bid items 51, 52, 59 and 60, Alternate Treated Base, Replace Base, Jointed Plain Concrete Pavement (RSC) and Drill and Bond (Dowel Bar) are included in the normal scope of the work to be performed by FBD Vanguard Construction as described on bid day, i.e. Jointed Plain Concrete Pavement (RSC), Slab replacement, Spall repair, Barrier Rail, Minor Concrete (Minor Structures), and Remove Concrete Pavement & Base, Traffic Control & related (portion).

Based on the above, Caltrans finds that Security's protest does not have merit and will proceed to award the contract to the lowest responsible bidder, provided that all requirements have been met.

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

STATE OF CALIFORNIA—CALIFORNIA STATE TRANSPORTATION AGENCY

EDMUND G. BROWN Jr. Governor

**DEPARTMENT OF TRANSPORTATION**

DIVISION OF ENGINEERING SERVICES

OFFICE ENGINEER,  
1727 30<sup>th</sup> STREET, MS-43  
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November 6, 2013

Facsimile: (310) 720-0277

Bob Collins, President  
Jabre Contracting  
1950 E. 220<sup>th</sup> Street, Suite 101  
Long Beach, CA 9081009-353304  
09-Mno-395-34.1  
B. O. 10/9/2013

Dear Mr. Collins:

The Department of Transportation (Caltrans) received the attached letters from Jabre Contracting (Jabre) on October 18, 2013, and October 30, 2013, protesting the bid documents submitted by Herback General Engineering (Herback). The protest alleges that the names and items of work for Gold and Sons Trucking on the Certified DVBE Summary are not consistent with the Subcontractor List. Jabre requests that Caltrans find the bid submitted by Herback nonresponsive and award the contract to Jabre.

The Office of Business and Economic Opportunity, Contract Evaluation Unit (CEU) evaluated the Certified DVBE Summary submitted by Herback and determined that Herback met the 5 percent goal for this project. Furthermore, Gold and Sons Trucking was listed to perform trucking services and certified truckers are not required to be listed on the Subcontractor List.

As such, these two protests submitted by Jabre lack merit. Caltrans will proceed to award this contract to the lowest responsive and responsible bidder, provided that all requirements have been met.

The Resident Engineer will receive a copy of this letter for contract administration and compliance.

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

c: District Resident Engineer

Received  
Oct. 18. 2013 1:26PM ENORINNOVATIONS

Oct 18 2013 01:25am

No. 4983 P. 1

## JABRE CONTRACTING

1950 220th Suite 101, St. Long Beach, CA 90810  
License #698556 A, Small Business #1744323

October 18, 2013

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

Attn: John McMillan,  
Duty Division Chief  
Fax 916 227-6282

Sub: Bid Protest for Caltrans Contract # 09-353304

Dear Mr. McMillan,

Jabre Contracting is protesting the award of contract #09-353304 which bid on October 9<sup>th</sup>, 2013 from Herback General Engineering for not listing Gold and Sons Trucking consistent with the names and items of work on the Certified DVBE Summary and the Subcontractors list.

Herback General Engineering listed Gold and Sons Trucking on the Subcontractors List for items 40, 41, 52 for 5% of those items which total \$654,207.80. Five percent of these items would be \$32,710.39.

Herback General Engineering then listed Gold and Sons Trucking on the Certified DVBE Summary for items 41, 49, and 52 for a lump sum \$12,052.00 with no back up. These items are not consistent with the Subcontractors list.

Per the Certified DVBE Summary sheet "Names of the first tier DVBE subcontractors and their items of work listed must be consistent with the names and items of work in the Subcontractor List (Pub Cont Code 4100 et seq.) submitted with the bid".

The DVBE Summary also states that "if 100% of an item is not performed or supplied by the DVBE's describe the exact part, including planned location of work to be performed,

Received  
Oct. 18. 2013 1:26PM ENORINNOVATIONS

Oct 18 2013 01:25pm  
No. 4983 P. 2

*of item to be performed or supplied by DVBE". Thus, meaning back up with prices and or time with rates.*

For these numerous faults, Jabre Contracting is protesting this bid and Caltrans should award the job to the next responsible bidder which is Jabre Contracting. Please find the attached documents for your reference.

Sincerely,



Bob Collins  
President  
(310) 720-0277

Attachments

Received  
Oct. 18. 2013. 1:26PM ENORINNOVATIONS

Oct 18 2013 01:26pm No. 4983 P. 3

*Low (In Bid Book)*

STATE OF CALIFORNIA - DEPARTMENT OF TRANSPORTATION  
CERTIFIED DVBE SUMMARY  
DES-06-01025 (REV 3/2008)

# Low Bidder

DISTRICT-COUNTY-ROUTE: 09 Mtn - 395-34.1  
CONTRACT NO.: 09-353304  
TOTAL BID: 973,104.55  
BID OPENING DATE: October 9, 2013  
BIDDER'S NAME: Herbach General Engineering  
DVBE PRIME CONTRACTOR CERTIFICATION:

*No break up*

Bid Item Number	Description of Work to Be Subcontracted to DVBE or Materials to Be Supplied by	For Caltrans Only	DVBE (Name, Telephone No., and Certification No.)	\$ Amount
<i>Not on Subcontractor List</i> 49, 41, 52	Trucking		Gidd & Sons Trucking 209-418-5205 #1196000	\$12,052.00
<i>MISSING item 40</i>				
52	Pipe, Material & Block Retaining Wall Materials		Supply Patriot 714-916-5654 #449580	\$42,950.00
			<i>No break up</i>	
<p>Names of first tier DVBE subcontractors and their items of work listed must be consistent with the names and items of work in the Subcontractor List (Pub Cont Code § 4100 et seq.) submitted with the bid. Identify second and lower tier subcontractors on this form.</p>			Total Claimed Participation	\$55,002.00 5.6%

- DVBE prime contractors (and other DVBE contractors, partners or their DBA names as listed with Department of Contract Services) DVBE prime contractors are listed with 100 percent DVBE participation until noted and complete the above table.
- If 40% of job item is not performed or supplied by the DVBE, describe the complete, including the percent of work to be performed, or not to be performed or supplied by DVBE.

Submit to:  
MSC 43  
OFFICE ENGINEER  
DEPARTMENT OF TRANSPORTATION  
1727 20TH STREET  
SACRAMENTO, CA 95816-7005

*[Signature]*  
775-267-6800  
(Area Code) Telephone Number  
**Greg Herbach**  
Contract Person (Type or Print)

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Oct. 18. 2013 1:27PM ENORINNOVATIONS

Oct 18 2013 01:26pm No. 4983 P. 4

STATE OF CALIFORNIA - DEPARTMENT OF TRANSPORTATION  
SUBCONTRACTOR LIST  
DES. BE. 0122 (REV. 3/2011)

Bidder Name: *Herbert General Contracting*

The bidder must identify each subcontractor performing work in an amount in excess of 1% 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) 227-8282 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 non-responsive 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
<i>Gold &amp; Sons Trucking Tone, CA</i>	<i>40, 41 52</i>	<i>5%</i>	<i>Trucking</i>
<i>Pavement Recycling Systems Jurupa Valley, CA</i>	<i>39</i>	<i>38%</i>	<i>Asphalt Pulverization</i>
<i>AC Dike Co. Lincoln, CA</i>	<i>41, 43</i>	<i>27%</i>	<i>Place AC Dike Tack Coat</i>
<i>Entek Consulting Rocklin, CA</i>	<i>1, 10, 52</i>	<i>4.2%</i>	<i>Health &amp; Safety Plan Training Clearance Air Sample</i>
<i>NEM Contracting Group Hayward, CA</i>	<i>52</i>	<i>64%</i>	<i>Abatement &amp; Demolition</i>
<i>ACACIA Erosion Control Santa Barbara, CA</i>	<i>34, 35 36, 37, 38</i>	<i>90%</i>	<i>Erosion Control</i>

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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!

April 30, 2014

Facsimile: (916) 334-0562

Edmundo A. Puchi, Treasurer  
MCM Construction, Inc.  
6413 32<sup>nd</sup> Street  
North Highlands, CA 95660

04-0A7104  
04-AJa-880-28.4/29.2  
B.O. 03/18/14

Dear Mr. Puchi:

The Department of Transportation (Caltrans) received the attached letters dated April 3, 17, and 24, 2014 from MCM Construction (MCM) protesting the bid submitted by RGW Construction, Inc., for Contract No. 04-0A7104 on March 18, 2014. According to the protests, MCMs alleges the following:

1. RGW did not provide the correct location of K&G Concrete, Inc., Central Striping, ACL and Decker Landscaping and Cleveland Wrecking.
2. On bid day, RGW identified AC Dike as performing work described as Place Hot Mix Asphalt Dike. However, on its 24 hour submittal RGW failed to list bid item 99, Place Hot Mix Asphalt Dike (Type A Modified). In addition, alleges that the quote from AC Dike included all work for Place Hot Mix Asphalt Dike items.  
Furthermore, the Disadvantaged Business Enterprise (DBE) Commitment form list AC Dike for the identified work, and per the quote list 944 LF which is the total quantity of work for bid items 99 through 104, however, RGW omitted bid item 99 from the Subcontractors list form.
3. RGW described the work of Imperial Shotcrete as Minor Concrete and Related, Minor Concrete (Vegetation Control). On its 24 hour submittal, RGW omitted bid items 127, Minor Concrete (Minor Structure) and 128, Minor Concrete (Backfill).
4. RGW listed RE Serrano on its DBE Commitment form to perform bid items 96 and 97, 108 and items 209-216 (Lean Concrete, Concrete Barrier related). MCM alleges that RGW under bid the value of the items of work for RE Serrano, and as a result mathematically and materially unbalanced its bid.
5. On bid day, RGW listed Central Striping and included bid item, Traffic Control System. Accordingly, Central Striping did not quote work for this item and RGW list the percentage as 1%. In addition, the quote expressly excludes any traffic control.
6. Central Striping did not quote bid items 196, 197 and 199 (Survey Monument (type D), Delineator (class I) and Object Marker). However RGW listed the items on its Subcontractors List form.
7. Decker Landscaping did not quote bid item 77, Rock Blank. Yet, RGW listed them on its Subcontractors List form to perform 100% of this item.
8. RGW listed Tri-Valley Water Truck (Tri-Valley) to perform \$356,259 of bid item work and exceed 1.5% of the total bid price of RGW and did not list Tri-Valley on its Subcontractor's List form.

6

Mr. Puchi  
April 30, 2014  
Page 2

Caltrans, in accordance with its business practice, did perform a review of the bid documents submitted by RGW and determined the following;

Item 1: Caltrans determined that there is only one K&G Concrete, Inc. in California, as per the Secretary of State's records. This is also true for Central Striping, ACL, Decker Landscaping and Cleveland Wrecking. As such, the listing errors associated with these subcontractors did not provide RGW with a competitive advantage as Caltrans was able to determine the correct subcontractor from the information provided.

Item 2A: With respect to AC Dike, RGW properly followed the bidding instructions on bid date by identifying the subcontractor and the description of work. On the 24 hour submittal, provided the same information and the corresponding bid item numbers.

Item 2B: As this item pertains to the DBE submittal, the Office of Business and Economic Opportunity's, Contract Evaluation Branch (CEB) will evaluate the DBE Commitment documents and make the required adjustment based on the DBE's quote and will disallow items that are omitted from the DBE Commitment form.

Item 3: As for the omission of bid items 127 and 128, RGW properly followed the bidding instructions on bid date by identifying the subcontractor and the description of work. On the 24 hour submittal, provided the same information and the corresponding bid item numbers.

Item 4: As the protest relates to material and mathematical unbalancing, Caltrans has reviewed the bid submitted by RGW and has determined that the bid is not materially or mathematically unbalanced.

Items 5, 6 and 7: The bidding instructions do not require the contractor to submit quotes on bid date. Therefore, we are unable to make a determination regarding the validity of the items of work listed, by Central Striping or Decker Landscaping.

Item 8: RGW was not required to list Tri-Valley on its Subcontractors List form. Tri-Valley is not performing services defined by the Business and Professional Code for that of a contractor and these items of work are not considered items of work subject to the Public Contract Code 4100 (et.seq).

For these reasons, Caltrans finds that the protests from MCM have no merit and will proceed to award this contract to the lowest responsible bidder, provided that all requirements have been met.

Mr. Puchi  
April 30, 2014  
Page 3

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

Sincerely,



*John*  
JOHN C. MCMILLAN  
Deputy Division Chief  
Office Engineer  
Division of Engineering Services

Attachments



**COFFMAN SPECIALTIES, INC.**  
GENERAL AND ENGINEERING CONTRACTORS

**FAX TRANSMISSION**

DATE: November 3, 2014  
PROJECT: Contract No. 11-275504; Rte. 8/67 Separation  
SUBJECT: OPPOSITION TO HAZARD BID PROTEST

TRANSMIT THE FOLLOWING COPIES TO:

NAME: JOHN C. MCMILLAN, Deputy Division Chief  
COMPANY: Caltrans Office Engineer  
FAX NUMBER: (916) 227-6282

TOTAL NUMBER OF PAGES 24 INCLUDING TRANSMITTAL SHEET.

ORIGINAL TO FOLLOW VIA U.S. MAIL

MESSAGE OR SPECIAL INSTRUCTIONS:  
\_\_\_\_\_

Please see the attached Opposition to the protest filed by Hazard Construction.

IF TOTAL NUMBER OF PAGES ARE NOT RECEIVED, PLEASE CALL OUR OFFICE AT (858) 536-3100

SIGNED: Angela J. Soldner, Esq.  
CC: \_\_\_\_\_

9685 Via Excelencia, Suite 200 San Diego, California 92126 (858) 536-3100 Fax No. (858) 536-3131



W  
B  
E