

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

January 4, 2015

Sent via facsimile: 916 227-6282
and U.S. MailJohn C. McMillan, Deputy Division Chief, Office Engineer
California Dept. of Transportation
P.O. Box 168041, MS-43
Sacramento, CA 95816-8041Re: Rte. 8/67 Separation, Caltrans Contract #11-275504
Federal Aid Project ACSTPNH-P067(071)E
Statement of Protest of Finding Coffman Specialties, Inc.'s Low Bid Nonresponsive
and of Award to Contractor Other than the Lowest Bidder without Notice

Dear Mr. McMillan:

Coffman Specialties, Inc. ("Coffman") submitted a bid to the California Department of Transportation ("Caltrans") for contract 11-275504 (Federal Aid Project ACSTPNH-P067(071)E (the "Contract")). Coffman was the lowest responsible bidder, and its bid was responsive to the Contract bid documents including (without limitation) the Standard Specifications (collectively referred to as "Bid Instructions") and statutory requirements. Caltrans did not provide Coffman the requisite notice of its bid being found nonresponsive. Caltrans finding of nonresponsiveness, and the award to Hazard, is improper and invalid. Coffman submits the instant statement in support of its protest of 1) the lack of notice and 2) Caltrans' refusal to award the Contract to Coffman.

I.
FACTS

- 10/16/2014 Bids for the Contract were submitted and read. Coffman's bid of \$10,125,000 was the lowest. The second lowest bidder's (Hazard) price was \$10,968,461.50 (8.3% higher than Coffman's).
- 10/27/2014 Caltrans received Hazard's protest against Coffman's bid concerning the 24-hour final subcontractor list.
- 11/3/2014 Coffman responded to Hazard's protest, affirming that Coffman correctly completed the bid form and submitted the lowest responsive bid. Caltrans never acknowledged or responded to Coffman's responsive letter.
- 11/12/2014 Caltrans asked Coffman to sign an agreement extending the award period to 12/15/2014. Coffman signed and returned the agreement.
- 12/10/2014 Caltrans asked Coffman to sign an agreement extending the award period to 1/14/2015. Coffman signed and returned the agreement.



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- 12/23/2014 Coffman found, on Caltrans' website, a letter written by Caltrans dated December 19, 2014, declaring Coffman's bid nonresponsive. According to Mulissa Smith of Caltrans' DES/Office Engineer, the December 19 letter was not placed in the mail to Coffman until December 22. Ms. Smith stated that Caltrans faxed the Dec. 19 letter to Hazard instead of Coffman.
- 12/24/2014 Coffman discovered on Caltrans' website that the Contract was awarded to Hazard on December 23, 2014. (Prior to this, Coffman had been declared the intended awardee on Caltrans' website.)
- 12/29/2014 Coffman received in its office Caltrans' Dec. 19 letter – notifying Coffman that its bid was declared nonresponsive. Coffman submitted notice of its Bid Protest.

Caltrans determined Coffman's bid was nonresponsive because in the Subcontractor List submitted at bid time, Coffman generally described the portion of work subcontracted to Statewide Traffic Safety & Signs ("Statewide") as "Construction Area Signs/Roadside Signs (partial)." In the 24-hour submittal, Coffman identified the Bid Items Numbers to be subcontracted to Statewide and percentage thereof, including Item 64 (Guardrail Delineator). Coffman's bid price for Item 64 was \$15 each (a total value of \$4,800 for 320 units).

Caltrans expressed its decision as follows:

"Bid Items 9, 10 (Temporary Crash Cushion Module and Temporary Alternative Crash Cushion System) are covered under the elements of work described in the 2010 Revised Standard Specifications, Section 12 Temporary Traffic Control. During this same evaluation, Caltrans also found that Coffman included bid item 64 (Guardrail Delineator) in the work described as Construction Area Signs and Roadside Signs. The Guardrail Delineator is covered under Section 82, Markers and Delineators and as such, these items are not Construction Area Signs or Roadside Signs. Therefore, Caltrans agrees that Coffman improperly expanded the scope of work given to Statewide Traffic Safety & Signs making its bid non-responsive on this basis." (Caltrans letter dated December 19, 2014.)

II. CALTRANS DID NOT FOLLOW STATUTORY PROCEDURES GOVERNING CONTRACT AWARD

The Contract was let under a public bidding process. Caltrans gave Coffman no prior notice of its intent to award to a bidder other than Coffman (the lowest responsible bidder); nor did Caltrans provide prior notice to Coffman of its finding that Coffman's bid is nonresponsive. It awarded the contract to Hazard on December 23. These omissions violate Public Contract Code § 10345 (which states in relevant part):

- (a) Whenever a contract is awarded under a procedure providing for competitive bidding, but the contract is not to be awarded to the low bidder, **the low bidder**

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shall be given notice five working days prior to the award of the contract by telegram, electronic facsimile transmission, overnight courier, Internet transmission, or personal delivery.

(1) Upon written request by any bidder who has submitted a bid, notice of the proposed award shall be posted in a place accessible by the general public, including any Internet site identified in the invitation for bids at least five working days prior to awarding the contract.

(2) **If, prior to the award, any bidder files a protest with the awarding state agency and the department protesting the award of the contract on the grounds that he or she is the lowest responsible bidder meeting the specifications for the contract, the contract shall not be awarded until either the protest has been withdrawn or the department has decided the matter.**

(3) **Within five days after filing the protest, the protesting bidder shall file with the department and the awarding state agency a full and complete written statement specifying the grounds for the protest.**

(c) The department shall establish written procedures for deciding protests under this section.

(Pub. Cont. Code § 10345) (Emphasis added.) California courts recognize the right of a bidder to receive notice of nonresponsiveness. “[A] bidder determined to be nonresponsive is entitled to notice of that fact and is entitled to submit materials, in a manner defined by the District, concerning the issue of responsiveness. (*Taylor Bus Serv., Inc. v. San Diego Bd. of Educ.*, 195 Cal. App. 3d 1331, 1343 (Ct. App. 1987).)

Caltrans’ finding of Coffman’s bid nonresponsive and award of Contract to Hazard, who is not the lowest bidder, were made without notice required by Public Contract Code § 10345.

If a contract is subject to statutory competitive bidding requirements, compliance with such statutes is mandatory and any contract made without compliance with the statutes is void and unenforceable as being in excess of the public entity’s power. (*Miller v. McKinnon* (1942) 20 Cal.2d 83, 87-88, 89, superseded on another point by statute as explained in *Marshall v. Pasadena Unified School Dist.* (2004) 119 Cal.App.4th 1241, 1260.)

III.

CALTRANS MUST AWARD TO THE LOWEST RESPONSIBLE BIDDER

Coffman was the lowest responsible bidder and must be awarded the Contract. The State Contract Act of the Public Contract Code provides: “If the estimated total cost of any construction project or work carried out under this section exceeds twenty-five thousand dollars (\$25,000), the district or agency shall solicit bids in writing and shall award the work to the lowest responsible bidder or

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reject all bids. (Pub. Cont. C. § 10108) (emphasis added).¹

A public agency's compliance with the competitive bidding requirements of Public Contract Code §10108 is mandatory, and a contract solicited or awarded in contradiction of the terms of the statute is void and unenforceable as being in excess of the agency's power. (*Miller, supra*, at 87-88.)

IV. BID REQUIREMENTS

Coffman's bid was fully responsive to the written Bid Instructions and statutory requirements. It contained no mistake or irregularity. Caltrans' Bid Instructions (which included Caltrans' Standard Specifications and Amendments thereto) directed bidders to submit at the time of bid: "Business name and location and description of portion of subcontracted work on the Subcontractor List." Bidders were directed to submit, no later than 24 hours after bid opening, "Bid item nos. and percentage of item subcontracted on the Subcontractor List." (Amended Standard Specif. § 2-1.33)

The Bid Instructions directed bidders to:

Complete forms in the Bid book. Submit the forms with your bid.

On the Subcontractor List you may either submit the percentage of each bid item subcontracted with your bid or fax the percentage to (916) 227-6282 within 24 hours after bid opening. (Standard Specification § 2-1.33A).

Bidders were further instructed:

On the *Subcontractor List*, list each subcontractor to perform 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.).

The *Subcontractor List* must show the name, address, and work portions to be performed by each subcontractor listed. Show work portions by bid item number, description, and percentage of each bid item subcontracted. (Standard Specification § 2-1.33C.)

Caltrans' invitation for bids and review of bids received for this federally funded Contract must comply with Chapter 1 of Title 23 of the United States Code. 23 U.S.C. § 112 states in relevant part:

¹ When requests for proposals are solicited, the Public Contract Code requires that state agencies "(a) ... shall include in the request for proposal a clear, precise description of the work to be performed or services to be provided, a description of the format that proposals shall follow and the elements they shall contain, the standards the agency will use in evaluating proposals.... [¶] (b)(3) The contract shall be awarded to the lowest responsible bidder meeting the standards." (Pub. Cont. Code § 10344)

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[C]onstruction of each project ... shall be performed by contract awarded by competitive bidding.... Contracts for the construction of each project shall be awarded only on the basis of the lowest responsive bid submitted by a bidder meeting established criteria of responsibility. No requirement or obligation shall be imposed as a condition precedent to the award of a contract to such bidder for a project, or to the Secretary's concurrence in the award of a contract to such bidder, unless such requirement or obligation is otherwise lawful and is specifically set forth in the advertised specifications. (23 U.S.C.A. § 112(b)(1) (emphasis added.)

The Subletting and Subcontracting Fair Practices Act (the Act) requires bidders for public contracts to list the names of all subcontractors who will perform work in an amount in excess of one-half of one percent of the prime contractor's bid. (Pub. Contract Code, § 4104, subd. (a).) The bidder must also set forth: "The portion of the work which will be done by each subcontractor under this act. The prime contractor shall list only one subcontractor for each portion as is defined by the prime contractor in his or her bid." (Pub. Contract Code, § 4104, subd. (b).)

"The Act permits the prime contractor to define the "portion" of work to be done by each subcontractor." (*Valley Crest Landscape, Inc. v. City Council*, 41 Cal. App. 4th 1432, 1440 (1996), as modified on denial of reh'g (Feb. 21, 1996) The Appellate Court in *Valley Crest* declined to add a requirement to § 4104 (b) to write the "percentage" of subcontracted work in the bid, because "portion" was not defined to mean "percentage" in the statute. *Ibid.*²

Similarly, in the instant case, Caltrans, after the fact, is imposing a requirement that the "portion" of subcontracted work must match the descriptions set forth in the contract Specifications. This is an improper addition of a requirement that is found neither in the statute nor in the Bid Instructions.

V.

COFFMAN'S BID WAS RESPONSIVE

A. Coffman was not obligated to list Item 64 work because it is valued less than one half of one percent of Coffman's total bid.

The Act requires bidders for public contracts to list only the names of subcontractors who will perform work in an amount exceeding 0.5 percent of the prime contractor's bid. (Pub. Contract Code, § 4104, subd. (a).) In this case, 0.5 percent of Coffman's total bid is \$50,625. Bid Item 64 is worth just \$4,800—far less than the amount required to be included in the Subcontractor list. As such, Coffman did not have to include this Item in its original bid, and could have subcontracted Item 64 to anyone without violating § 4104. Evidence shows that Coffman intended at bid time to subcontract Item 64 to Statewide, but even if it hadn't so intended, including the Item in the 24-hour

² In *Valley Crest*, the Court refused to allow the city to waive an express requirement stated in the bid documents requiring prime contractor bidders perform at least 50 percent of the work, because the "specification made listing the subcontractor percentages a material element of the bid." (Id. at p. 1443, 49 Cal.Rptr.2d 184.) *MCM Const., Inc. v. City & Cnty. of San Francisco*, 66 Cal. App. 4th 359, 371 (1998). This differs from the instant matter, where the requirement sought to be imposed by Caltrans was not express element of the Bid Instructions.

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submittal did not violate the Act and did not render its bid nonresponsive, because the value of it was so little that it wasn't even required to be included in the Subcontractor List at all.

B. Caltrans Cannot Find Coffman's Bid Nonresponsive on Grounds that a "Description" did not Match the Specification Terms, because the Bid Instructions Never Required "Descriptions" to Match the Specification Terms.

"A bid is responsive if it promises to do what the bidding instructions demand." *Taylor Bus Serv., Inc. v. San Diego Bd. of Educ.*, 195 Cal. App. 3d 1331, 1341 (Ct. App. 1987) Responsiveness is determined by the face of the bid. (*Valley Crest Landscape, supra*, at 1438.)

The Bid Instructions never stated or limited what the acceptable "descriptions" of subcontracted work would be for purposes of the bid. Caltrans' bid Instructions do not clearly provide bidders with notice that bids would be evaluated on the basis of criteria not identified in the Instructions regarding how to "describe" the "portions" of subcontracted work or otherwise disclose prior to the submission of bids how to word that description. "Bidders cannot be required to guess at the standards by which they will be measured, and are entitled to expect that the bid that most fully satisfies the specified criteria would be awarded the franchise." (*Eel River Disposal & Res. Recovery, Inc. v. Humboldt*, 221 Cal. App. 4th 209, 235 (2013).)

However, Caltrans based its decision to find Coffman's bid nonresponsive on the fact that Coffman's general description of Statewide's work did not match the elements of work described in the 2010 Revised Standard Specifications. Since the Bid Instructions never directed bidders to describe subcontracted work using only those given "elements of work" written in the Revised Standard Specifications, Caltrans wrongfully imposed a requirement as a condition of responsiveness that was never stated in the Bid Instructions. Such practice is prohibited.

C. Coffman Never Enlarged Statewide's Scope of Work

Coffman's bid was fully responsive on its face in every respect to the Bid documents and Bid Instructions. In its bid, Coffman described Statewide's portion of work as "Construction Area Signs/Roadside Signs (partial)." Caltrans – after bid opening – determined that bidders had to have "described" subcontracted work using terms set forth in the Specifications; and that Coffman, by not using such terms in its Subcontractor List at bid time, "enlarged" Statewide's scope of work when Coffman included Bid Item 64 (Guard Railing Delineators) in the 24 hour submittal.³

Item 64 is related to Construction Area Signs and Roadside Signs, the portion of Statewide's work described in Coffman's bid. Guardrail delineators are safety and traffic control-related items that are regularly described in bids in the manner Coffman described it in this bid. This description has been accepted by Caltrans in past bids (for contracts that Caltrans awarded to Coffman), proving Caltrans' agreement that guard railing delineators relate to Construction Area Signs and Roadside

³ Caltrans gives no authority in its decision for the proposition that a listed Subcontractor's scope of work cannot be "enlarged" at all—not even by the addition of work that is less than one half of one percent of the total bid amount.

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signs sufficiently for purposes of submitting a responsive bid.⁴

Coffman always intended Item 64 to be within Statewide's scope as evidenced by Statewide's quote for the work. That a traffic safety and construction area and roadside signs subcontractor is offering to provide guard railing delineators further proves that Statewide – the subcontractor performing the work – also believes that guard railing delineators are related to the described work.

The undisputed facts show that Coffman's bid was responsive. The Bid documents don't direct how to describe the general work description that must be used for each subcontracted Bid Item. Hence, Coffman has not failed to comply with any direction given in the bid. Caltrans' assertion to the contrary is arbitrary and is unsupported. Caltrans has no authority to award the Contract to any other entity who submitted a bid for this Project.

D. Caltrans' Determination Thwarts the Purpose of Bidding Requirements

The intent of the Bid for this Contract is to place all bidders on a level playing field, and award the Contract to the lowest bidder based upon the price offered in the bids. Caltrans's Bid instructions state: "For a unit price based bid, the Department compares bids based on the sum of the item totals." (Amended Standard Specification (2010) § 3-1.02A.)

"Statutes and ordinances that authorize or require competitive bidding in the letting of public contracts ordinarily serve the purpose " 'of inviting competition, to guard against favoritism, improvidence, extravagance, fraud and corruption, and to secure the best work or supplies at the lowest price practicable.' " (*Domar Electric, Inc. v. City of Los Angeles* (1994) 9 Cal.4th 161, 173.) Such measures "are enacted for the benefit of property holders and taxpayers, and not for the benefit of or enrichment of bidders, and should be so construed and administered as to accomplish said purpose fairly and reasonably with sole reference to the public interest. These provisions are strictly construed by the courts, and will not be extended beyond their reasonable purpose. Competitive bidding provisions must be read in the light of the reason for their enactment, or they will be applied where they were not intended to operate and thus deny municipalities authority to deal with problems in a sensible practical way.' [Citation.] Thus, charters requiring competitive bidding are not to be given such a construction as to defeat the object of insuring economy and excluding favoritism and corruption. [Laws] requiring competitive bidding are not to be given such a construction as to defeat the object of insuring economy and excluding favoritism and corruption. [Citations.]" (*Ibid.*) (*Eel River Disposal, supra*, at 232.)⁵

⁴ In Griffith/Coffman Joint Venture's bid for Contract 08-472224, Statewide was listed to perform "Construction Area Signs & Related." Related included Item 138 "Guard Railing Delineator." Caltrans accepted the bid, thereby agreeing that Guard Railing Delineators were "related" to "Construction Area Signs & Related."

⁵ In *Eel River*, the Appellate Court (reversing the trial court's ruling), held that, by interpreting a local ordinance so as to eliminate the "lowest responsible bidder" requirement of competitive bidding, "the trial court extended the reach of [Pub. Res. Code] section 40059 into an area in which it was not intended to operate, and in so doing defeated the object of insuring economy and excluding favoritism and corruption in the letting of public contracts." (*Eel River, supra*, at 232-33.) Caltrans similarly defeats the object of competitive bidding by choosing to label bids nonresponsive based on criteria that are not stated anywhere in the Instructions to bidders.

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The purpose of requiring governmental entities to open the contracting process to public bidding is to eliminate favoritism, fraud and corruption; avoid misuse of public funds; and stimulate advantageous market place competition. Because of the potential for abuse arising from deviations from strict adherence to standards which promote these public benefits, the letting of public contracts universally receives close judicial scrutiny and contracts awarded without strict compliance with bidding requirements will be set aside. (*MCM Const., Inc. v. City & County of San Francisco* (1998) 66 Cal. App. 4th 359, 369, citing *Konica Bus. Machines U.S.A. Inc. v. Regents of Univ. of California* (1988) 206 Cal. App. 3d 449, at pp. 456-457.)

“[T]he 1968 amendments [to 23 U.S.C. § 112(b)(1)] are better understood to address only one particular axiom of competitive bidding — that a requirement or obligation not be imposed as a condition precedent to the award of a contract, or to the Secretary's concurrence in the award, “unless such requirement or obligation is otherwise lawful and is specifically set forth in the advertised specifications.” 23 U.S.C. § 112(b)(1). (*Competitive Bidding Requirements Under the Fed.-Aid Highway Program*, 2013 WL 8018347, at *11 (O.L.C. Aug. 23, 2013).)

The Legislature sought to end “grave uncertainty about the exact nature of the legal obligation and requirements which may be imposed upon the low bidder on Federal-aid highway projects.” S. Rep. No. 90-1340, at 16 (1968), *reprinted in* 1968 U.S.C.C.A.N. 3482, 3497; *see also* H.R. Rep. No. 90-1584, at 13 (1968) (“No State can expect to conduct competitive bidding unless it is able to say, when it advertises for bids, what the requirements of the contract will be. No contractor can be expected to bid responsively unless he knows, when he prepares his bid, what the contract will require of him.”). To address this concern, the 1968 amendments prohibited any requirements except those “specifically set forth in the advertised specifications,” drawing on language from a Comptroller General letter describing the obligation to set forth the “specific and definite minimum requirements” of a contract in the invitation to bid. (*Competitive Bidding Requirements Under the Fed.-Aid Highway Program*, *supra*, at *11.) (Emphasis added.)

In a letter opinion, the Comptroller General wrote:

“the basic principles of competitive bidding require that bidders be assured that award will be made only on the basis of the low responsive bid submitted by a bidder meeting established criteria of responsibility, including any additional specific and definite requirements set forth in the invitation, and that award will not thereafter be dependent upon the low bidder's ability to successfully negotiate matters mentioned only vaguely before the bidding.”

To Rep. William C. Cramer, 47 Comp. Gen. 666, 670 (1968), *quoted in* H.R. Rep. No. 90-1584, at 51, and 114 Cong. Rec. 19,398-99 (1968) (statement of Rep. Cramer). (*Competitive Bidding Requirements Under the Fed.-Aid Highway Program*, *supra*, at *16.)

For Caltrans to reject the bid of a qualified and responsible lowest monetary bidder in favor of a higher bidder on the basis that Coffman did not “describe” subcontracted work in a manner Caltrans instructed only after bid opening frustrates the very purpose of competitive bidding laws and violates the requirement to award the contract to the lowest responsible bidder, and the interest of

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the public in having public works projects awarded without favoritism, without excessive cost, and constructed at the lowest price consistent with the reasonable quality and expectation of completion.

VI.

A CONTRACT AWARDED TO ANYONE OTHER THAN COFFMAN WILL BE VOID

The Bid Instructions and applicable statutes prescribed the method bidders were to prepare bids for the Contract and the method Caltrans would review them. Any other method of review is prohibited; and any contract attempted to be made is void because the statute prescribes the only method in which a valid contract can be made, and the adoption of the prescribed mode is a jurisdictional prerequisite to the agency's exercise of the power to contract at all. "Where the statute prescribes the only mode by which the power to contract shall be exercised, the mode is the measure of the power." A contract made other than as prescribed is not binding or obligatory. (*Miller v. McKinnon*, supra, at 91-92.)

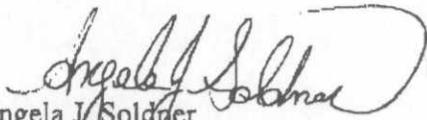
Reading the Bid specifications as a whole and the listing requirements, there is no stated direction to describe subcontracted work in any other manner than that which was done by Coffman. Coffman described the subcontracted work in a manner it had done in the past and Caltrans accepted. Thus, its Bid was responsive. Nothing in Coffman's bid was nonconforming or nonresponsive.

VII.

CONCLUSION

Federal and California law require that Coffman be afforded proper notice to protest and be heard on the merits of Caltrans' finding that Coffman's bid is nonresponsive. The Bid Instructions and law require Coffman's bid be accepted and the Contract be awarded to Coffman as the lowest, responsible bidder who submitted a responsive bid. Common sense and the legislative purpose of competitive bidding requirements require awarding the Contract to Coffman rather than the second lowest bidder, to prevent unnecessary and illegal expenditure of \$843,461.50 on this Contract. We respectfully request that Caltrans withdraw its finding and award the Contract to Coffman as the lowest responsible bidder.

Very truly yours,



Angela J. Soldner
General Counsel

Enclosures:

- 1. Bid Results
- 2. Coffman' bid documents dated 10/16/14 (bid day) printed at 1:58 p.m., and quotes
- 3. Griffith/Coffman JV bid documents for 08-472224
- 4. Coffman bid documents for 11-406904
- 5. Coffman correspondence to Caltrans



COFFMAN SPECIALTIES, INC.

BID RESULTS

Bid Date: 12/29/14

Agency: Caltrans

Project:

Route 67 11-275504

#	Contractor	Bid Amount	Difference	% High	% Difference
1	Coffman Specialties, Inc	\$ 10,125,000.00			0.0%
2	Hazard	\$ 10,968,441.50	\$ 843,441.50	8.3%	7.7%
3	Granite	\$ 11,783,672.00	\$ 1,658,672.00	16.4%	6.9%
4	Pavetech	\$ 11,867,173.00	\$ 1,742,173.00	17.2%	0.7%
5	FCI	\$ 11,957,534.00	\$ 1,832,534.00	18.1%	0.8%
6				0.0%	
7					
8					
9					
10					
11					
12					
13					
14					
15					
16					

Engineer's Estimate:

\$14,600,000.00

31% From Low Bid

Name: _____
Rate: _____
Firm: Coffman Specialties, Inc.

Bid Date: 10/16/2014
Price By: Jim Coffman

Act Bid	10,125,000.00
Target	
Variance	
Mark Up	4.92%

Unit	Unit	Total	Open	No.	Description	Type	Total In Bid	Sub or Supplier	New Price	Up/Down	Accum Total
2,500.00	2,500.00	2,500.00	Close	1	Construction Area	S	237,456.00	CSI/STATEWIDE	183,516.00	-53,940.00	-53,940.00
2,500.00	2,500.00	2,500.00	Close	2	Road Signs	S	49,612.00	STATEWIDE	49,208.00	-404.00	-54,344.00
	500.00	75,000.00	REClose	3	Striping and	S	261,015.00	PAYCO	126,670.00	-134,345.00	-188,689.00
75,000.00	18,000.00	18,000.00	Close	4	Electric	S	611,500.00	PERRY ELECTRIC	514,959.00	-96,541.00	-285,230.00
455,984.10	125,000.00	125,000.00	Close	5	Traffic Control		505,764.00	JC	342,000.00	-163,764.00	-448,994.00
44.87	50.00	12,000.00	Close	6	SWPPP		56,172.00		56,172.00		-448,994.00
8,300.00	5,000.00	30,000.00	Close	7	Guardrail and	S	669,500.00	ACE FENCE	736,253.00	66,753.00	-382,241.00
12.94	10.00	52,600.00	Open	8	Cold Plane and	S	724,275.00	CSI/PRSI	724,679.00	404.00	-381,837.00
165.50	175.00	33,250.00	Close	9	Asphalt		5,041,540.00	CSI OUT	5,337,498.00	295,958.00	-85,879.00
3,934.20	4,000.00	64,000.00	REClose	10	Asphalt Dike	S	43,049.00	APCO	41,171.00	-1,878.00	-87,757.00
20,952.00	15,000.00	15,000.00	Close	11	Rapid Set PCC and		297,950.00	CSI OUT	279,832.00	-18,118.00	-105,875.00
2,500.00	2,500.00	2,500.00	Close	12							-105,875.00
212.17	215.00	14,620.00	Close	13	Concrete Removals		119,018.00		119,018.00		-105,875.00
4.82	3.00	2,700.00	Close	14	Roadway		418,674.00	CSI/PRSI	225,092.00	-193,582.00	-299,457.00
3,226.90	3,500.00	7,000.00	Close	15	Shoulder Rumble	S	264,000.00	PRSI	43,462.00	-220,538.00	-519,995.00
7,500.00	5,000.00	5,000.00	Close	16	Minor Concrete		505,574.00	CSI OUT	407,361.00	-98,213.00	-618,208.00
0.25	0.30	26,760.00	Close	17	60 Rall		51,812.00		51,812.00		-618,208.00
432.70	500.00	2,000.00	Close	18	Storm Drain		31,469.00	CSI OUT	14,380.00	-17,089.00	-635,297.00
30.00	30.00	9,600.00	Close	19	Fog Seal and Tack		152,995.00	CSI OUT	147,216.00	-5,779.00	-641,076.00
10.00	10.00	67,600.00	Close	20	Description		258,542.00		258,542.00		-641,076.00
0.50	0.55	4,037.00	Close	21	Description						-641,076.00
0.50	1.50	255.00	Close	22							-641,076.00
150.00	75.00	750.00	Close	23							-641,076.00
1.05	1.00	32,800.00	Close	24							-641,076.00
510.20	750.00	750.00	Close	25							-641,076.00
150.00	45.00	45.00	Close	26							-641,076.00
150.00	350.00	700.00	Close	27							-641,076.00
2.49	2.35	650,950.00	Open	28							-641,076.00
515.25	550.00	126,500.00	Close	29							-641,076.00
63.07	25.00	138,750.00	Close	30							-641,076.00
132.09	180.00	45,600.00	Close	31							-641,076.00
643.79	100.00	3,500.00	REClose	32							-641,076.00
241.54	100.00	11,000.00	Close	33							-641,076.00
1,265.55	1,000.00	16,000.00	Close	34							-641,076.00
195.85	135.00	398,250.00	Close	35							-641,076.00
72.87	77.00	931,700.00	Open	36							-641,076.00
88.41	79.00	70,310.00	Close	37							-641,076.00

Bid Date: 10/16/2014
Price By: Jim Coffman

Act Bid	10,125,00
Target	10,132,72
Variance	-7,72
Mark Up	4.92%
	474,78

Total	Open	No.	Description	Type	Total In Bid	Sub or Supplier	New Price	Up/Down	Accum Total
-------	------	-----	-------------	------	--------------	-----------------	-----------	---------	-------------

Total Project Cost	10,289,917.00	
Total Cut or Add	-849,706.29	
Revised Project Cost	9,650,210.71	
Margin %	5%	482,510.54
Target bid Cost	10,132,721.25	
Variation	-7,721.25	
Actual Margin	4.92%	474,789.28
List Subs > 1/2% or	50,625.00	

Subcontractor	Group	Amount	Percent
CSI/STATEWIDE	Construction Area Signs	183,516.00	1.81%
STATEWIDE	Road Signs	49,208.00	0.49%
PAYCO	Striping and Pavement Markers	126,870.00	1.25%
PERRY ELECTRIC	Electric	514,959.00	5.09%
ACE FENCE	Guardrail and Midwest Guardrail	736,253.00	7.27%
CSI/PRSI	Cold Plane and Remove Dike	724,679.00	7.18%
APCO	Asphalt Dike	41,171.00	0.41%
PRSI	Shoulder Rumble Strip	43,462.00	0.43%
Total		2,419,918.00	23.91%

Coffman Specialties, Inc.

Project: ROUTE 67 SAN DIEGO RIVER BRIDGE File Name: _____
 Location: SANTEE/EL CAJON Tax Rate: 1.0
 Contact: 11-275504 Owner: Coffman Specialties, Inc.

Bid Date: 10/16/2014
 Price By: Jlm Coffman

01/05/2015 16:41

Received
 8585363131

COFFMAN SPECIALTIES
 Jan 5 2015 04:48pm

PAGE 13/34

Item No.	Owner No.	Description	Qty	Um	Factor	Tax	In Bid		Final Bid CSI/PARRIS				Final Bid CSI/STATEWIDE					
							Unit	Total	None	Sub	Ven	Min	None	Sub	Ven	Min	None	Sub
4	120090	CONSTRUCTION AREA SIGNS	1	LS	1.00	1.0000	75,000.00	75,000										
8	129000	TEMPORARY RAILING (TYPE K)	6260	LF	1.00	1.0000	12.94	68,064										
9	129100	TEMPORARY CRASH CUSHION	190	EA	1.00	1.0000	165.50	31,445										
10	027858	TEMPORARY ALTERNATIVE CRASH CU	16	EA	1.00	1.0000	3,934.20	62,947										
					1.00	1.0000												
					1.00	1.0000												
					1.00	1.0000												
					1.00	1.0000												
					1.00	1.0000												
					1.00	1.0000												
		Sub Total						237,456										
		Hook Time																
		Environment Fee																
		Bond Rate	%															
		Group 1 Total						237,456										
		Cost/Add from In-Bid																

187,723

183,516

(49,733)

(53,940)

Coffman Specialties, Inc.

Project: ROUTE 67 SAN DIEGO RIVER BRIDGE File Name: _____
 Location: SANTEE/EL CAJON Tax Rate: 1.0
 Contact: 11-275504 Owner: Coffman Specialties, Inc.

Bid Date: 10/16/2014
 Price By: Jim Coffman

01/05/2015 16:41

Received
8585363131

COFFMAN SPECIALTIES
Jan 5 2015 04:48pm

PAGE 14/34

Item No.	Owner No.	Description	Qty	Um	Factor	Tax	In Bid		Final Bid STATEWIDE				Final Bid					
							Unit	Total	None	Sub	Ven	Min	None	Sub	Ven	Min	None	Sub
6	120199	TRAFFIC PLASTIC DRUM	240	EA	1.00	1.0000	44.67	10,721		44.67		10,721						
18	150648	REMOVE PEDESTRIAN BARRICADE	4	EA	1.00	1.0000	432.70	1,731		432.70		1,731						
23	150742	REMOVE ROADSIDE SIGN	10	EA	1.00	1.0000	150.00	1,500		75.00		750						
26	152299	RESET MILEPOST MARKER	1	EA	1.00	1.0000	150.00	150		45.00		45						
27	152320	RESET ROADSIDE SIGN	2	EA	1.00	1.0000	150.00	300		350.00		700						
49	560248	FURN SNGL SHEET ALUM SIGN .063	110	SF	1.00	1.0000	12.00	1,320		17.75		1,953						
50	560249	FURN SNGL SHEET ALUM SIGN .060	190	SF	1.00	1.0000	12.00	2,280		19.25		3,658						
51	560252	FURN SNGL SHEET ALUM SIGN .080	80	SF	1.00	1.0000	12.00	960		22.00		1,760						
52	566011	ROADSIDE SIGN - ONE POST	12	EA	1.00	1.0000	250.00	3,000		195.00		2,340						
53	027859	SIGN POST SUPPORT SYSTEM	10	EA	1.00	1.0000	500.00	5,000		1,700.00		17,000						
54	568001	INSTALL SIGN (STRAP & SADDLE B	18	EA	1.00	1.0000	300.00	5,400		75.00		1,350						
55	568015	INSTALL SIGN (MAST-ARM HANGAR	5	EA	1.00	1.0000	1,250.00	6,250		150.00		2,250						
56	568017	INSTALL ROADSIDE SIGN PANEL ON	2	EA	1.00	1.0000	1,500.00	3,000		75.00		150						
84	820118	GUARD RAILING DELINEATOR	320	EA	1.00	1.0000	25.00	8,000		15.00		4,800						
		Sub Total						49,612				49,208						
		Hook Time Environment Fee Bond Rate						Inc Inc										
		Group 2 Total						49,612				49,208						
		Cut/Add from in-Bid										(404)						



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

cut

[Handwritten scribble]

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 #6 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

fuel mtr

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

Proposals/Quote

104610

Page 4
10/13/14

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
TOTAL BID:				\$100,218.00

Signed: _____

Dated: _____

Title: _____



Proposal/Quote

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:

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 (CHART G1), 1 T.C. TRUCK, 2 MEN	*\$1,350.00/8hr
COMPLETE CITY STREET CLOSURE (CHART H1), 1 T.C. TRUCK, 2 MEN	*\$1,450.00/8hr
CONNECTOR CLOSURE, 1 T.C. TRUCK, 2 MEN	*\$1,350.00/8hr
Add 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 STSSI

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)



Proposal/Quote

Page 4

Statewide Traffic Safety & Signs Bld Date: 10/16/2014
License # 975518 Contract Info:
13755 Blaisdell Place 11-275504
Poway, CA 92064 11-SD-67-R0.0/R5.9
Ph (858) 679-7292 Proposal : 104610
Fax (858) 679-7117 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



Proposal/Provisions

Statewide Traffic Safety & Signs Bid Date: 10/16/2014
License # 975518 Contract Info:
13755 Blaisdell Place 11-275504
Poway, CA 92064 11-SD-67-R0.0/R5.9
Ph (858) 679-7292 Proposal: 104610
Fax (858) 679-7117 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. (i.e. 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.

Table with 11 columns: Arcata, Bakersfield, Fairfield, Fresno, Garden Grove, Nipomo, Poway, Redding, Sacramento, San Jose. Each column contains a phone number.

Coffman Specialties, Inc.
 Project: ROUTE 19 SEVENTH ST TO BEARRA
 Location: SAN BERNARDINO COUNTY
 Contact: 08-472224

File Name: 12-072
 Ter Date:
 Owner: Coffman Specialties, Inc.

Est Date: 01/28/2012
 Price By: Eric Coffman

01/08/2015
 02:28 PM

Act Bid	77,113,800.00
Target	
Change	

01/05/2015 16:41
 Received
 8565363131

Jan 5 2015 04:49pm
 COFFMAN SPECIALTIES

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#	Description	Owner	Item	Qty	UM	Cost		Est		Organ	Class	Description	Total in Bids	Sub or Supplier	New Price	Up/Down	Award Total
						Unit	Total	Unit	Total								
1	PROGRESS SCHEDULE		070012	1	LS	10,000.00	10,000.00	10,000.00	10,000.00		Close	1 Time Related Plans	10,000.00				
2	TIME RELATED OVERHEAD		070013	1	LS	347,790.00	347,790.00	1,350,000.00	1,350,000.00		Open	2 Const Area	357,790.00	Statewide	357,790.00		
3	TEMPORARY LIGHT BARRIER		021134	4,340	LF	19,060.00	9.00	13.00	56,420.00		Close/1	3 Sweeping	357,000.00		122,569.00	16,364.00	46,364.00
4	CONSTRUCTION SITE MANAGEMENT		070019	1	LE	54,100.00	54,100.00	50,000.00	50,000.00		Close	4 Permit Mngmt	357,000.00		357,000.00		
5	PREP STORM WATER POLLUT PREVENT PLAN		070019	1	LS	3,500.00	3,500.00	3,500.00	3,500.00		Close	5 MBGR Fence	1,129,420.00	Cal Strips	166,487.00	-633,535.00	-637,172.00
6	TEMP CONSTRUCTION ENTRANCE		070025	6	EA	24,600.00	3,000.00	3,000.00	24,600.00		Close	6 Const Management	293,202.00		1,661,044.00	-1,397,976.00	-2,285,148.00
7	TEMP DRAINAGE INLET PROTECT		070038	100	EA	29,000.00	200.00	200.00	29,000.00		Close	7 Traffic Control	293,202.00		293,202.00		-2,285,148.00
8	STREET SCHEDULING		070041	1	LS	357,000.00	357,000.00	275,000.00	275,000.00		Close	8 Temp Barrier	897,732.00		697,732.00		-2,285,148.00
9	TEMP CONCRETE WASHOUT FACILITY		070043	75	EA	75,000.00	1,000.00	750.00	58,250.00		Close	9 Erosion Control	3,514,848.00		1,769,814.00	-1,745,034.00	4,000,162.00
10	TEMPORARY SOIL SLOPES		070055	30,000	BT	5,000.00	0.25	0.20	4,000.00		Close II	10 Landscape Erogation	259,060.00	HYDROSPROUT	89,926.00	-229,324.00	-4,261,060.00
11	RAIL EVENT ACTION PLAN		070058	64	EA	16,800.00	300.00	500.00	12,000.00		Close	11 Remove A/C	279,238.00	GRIFFITH	1,571,225.00	-1,150,429.00	-5,410,935.00
12	STORM WATER ANALYSIS REPORT		070059	3	ER	7,800.00	2,600.00	3,000.00	8,600.00		Close	12 Concrete Barriers	988,099.00	GRIFFITH FINAL	250,140.00	-359,389.00	-5,780,934.00
13	STORM WATER SAMPLING AND ANALYSIS D		07005A	33	EA	33,000.00	1,000.00	1,000.00	33,000.00		Close	13 Bridge Remnants	434,000.00	Penhall	61,125.00	-372,875.00	-8,142,779.00
14	CONSTRUCTION AREA SIGNS		020000	1	LS	30,000.00	30,000.00	90,000.00	90,000.00		Close	14 Clear and Grub	245,130.00	GRIFFITH/CSI	247,600.00	2,670.00	-8,140,109.00
15	TRAFFIC CONTROL SYSTEM		120100	1	LE	897,732.00	897,732.00	510,000.00	510,000.00		Close/1	15 Road Excavation	337,502.00	GRIFFITH II	990,250.00	155,790.00	-5,954,319.00
16	TEMP PAVEMENT MARKING		120100	94	EA	7,000.00	75.00	58.00	5,170.00		Close	16 Aggregate Bases	5,901,472.00		5,901,472.00		-5,954,319.00
17	TEMP PAVEMENT MARKING (PAINT)		120114	1,010	SP	2,270.00	2.25	2.00	2,020.00		Close	17 LCB	3,837,091.00		8,637,990.00		-5,954,319.00
18	TEMPORARY TRAFFIC STRIPE (PAINT)		120138	608,000	LF	198,440.00	0.18	0.20	364,000.00		Close	18 Concrete Pavement	4,714,200.00	Senise	2,513,204.00	-1,404,996.00	-7,389,285.00
19	CHANNELIZER (SURFACE MOUNTED)		120165	2,270	EA	68,100.00	30.00	25.00	56,750.00		Close	19 Seal PCCP Joints	587,810.00	GRUFFITH II	178,048.00	-359,770.00	-8,270,285.00
20	TEMPORARY PAVEMENT MARKER		120200	77,800	EA	22,840.00	3.00	3.00	230,800.00		Close	20 U/S Demo	1,589,303.00	CSI 1	65,000.00	-1,531,303.00	-8,300,259.00
21	PORTABLE CHANGEABLE MESSAGE SIGN		120250	8	EA	20,000.00	2,500.00	2,500.00	20,000.00		Open	21 Rumble Strip	203,558.00	Austh	2,151.00	-201,406.00	-10,011,680.00
22	TEMPORARY FADING (TYPE 3)		120300	243,600	LF	1,983,870.00	8.00	18.00	3,668,000.00		Close	22 Tack Prime	189,050.00	GRUFFITH II	183,580.00	14,500.00	-8,548,763.00
23	TEMPORARY CRASH CUSHION MODULE		120100	880	EA	155,730.00	175.00	165.00	146,850.00		Close	23 A/C O/Cs	5,026,780.00	GRUFFITH II	1,291,875.00	-3,784,915.00	-13,788,281.00
24	REM YELLOW THERMO TRAFFIC STRIPE (H)		141100	87,300	LF	48,050.00	0.50	0.30	29,180.00		Close	25 A/C Pavements	67,200.00		57,200.00		-13,788,281.00
25	ABANDON CULVERT		150204	1,390	LF	120,640.00	78.00	80.00	127,300.00		Close II	26 Drill and Band	46,340.00	GRUFFITH FINAL	59,320.00	3,740.00	-13,742,521.00
26	ABANDON INLET		150221	11	EA	18,000.00	1,510.00	2,000.00	22,000.00		Close II	27 Grind Core Pyrit	1,008,000.00	HABBER	891,089.00	-144,921.00	-13,937,452.00
27	REMOVE 1" ELEC REMOTE VALVE BOX		021194	3	EA	330.00	35.00	55.00	330.00		Close II	28 Drill and Band	4,189,385.00	GRUFFITH FINAL	2,922,380.00	-1,266,995.00	-15,204,447.00
28	REMOVE 1 1/2" ELEC REMOTE BOX		021198	139	EA	8,250.00	55.60	55.00	8,300.00		Close II	29 Minor Conc	520,750.00	CS FINAL	520,750.00		-15,204,447.00
29	REMOVE 1 1/2" ELEC REMOTE BOX		021197	1	EA	55.00	55.00	55.00	55.00		Close II	30 Dec Treatment	181,081.00	CS/EP&FRANCIS	98,952.00	-84,129.00	-15,388,577.00
30	REMOVE SPRIKLER TY C-2		021199	3,120	EA	91,072.00	5.80	6.00	94,720.00		Close I	31 Rock Slope	345,588.00	ROCK STRUCTURES	33,560.00	-43,000.00	-15,388,577.00
31	REMOVE SPRIKLER TY C-3		021198	3,560	EA	5,735.00	5.00	6.00	38,331.00		Close I	32 Joint Seals- Bridges	785.00		785.00		-15,403,361.00
32	REMOVE 2" GATE VALVE		021200	37	EA	2,000.00	55.00	55.00	2,000.00		Close I	33 Electrical	2,175,000.00	CPE	657,111.00	-1,717,889.00	-17,121,250.00
33	REMOVE 2" PRESS REDUCE VALVE & BOX		021201	37	EA	2,035.00	55.00	55.00	2,035.00		Close	34 W/so Iron and Steel	194,854.00	CRAJIVEYOR	62,941.00	-131,723.00	-17,252,973.00
34	REM THERMO TRAFFIC STRIPE		150714	185,000	LF	58,000.00	0.30	0.30	68,500.00		Close	35 Sundry Monument	23,000.00		23,000.00		-17,252,973.00
35	REM THERMO PAVEMENT MARKING		150715	510	SP	2,592.00	5.00	1.50	785.00		Close	36 Gen Cond	2,762,802.00	JC Griffith	3,817,802.00	1,035,070.00	-16,217,973.00
36	REMOVE PAVEMENT MARKER		150722	25,600	EA	38,400.00	1.00	0.90	17,700.00		Close	37 JV Insurance	163,000.00		100,000.00		-16,217,973.00
37	REMOVE ASPHALT CONCRETE DIKE		150771	3,170	LF	9,170.00	1.00	1.00	9,170.00		Close	38 Working Days	91,875,000.00		91,875,000.00		-16,217,973.00
38	REMOVE CULVERT		150805	230	LF	8,050.00	35.00	36.00	8,080.00		Close II	39 QC Program	839,000.00	Group Data	834,329.00	1,322.00	-16,213,851.00
39	REMOVE INLET		150820	23	EA	15,130.00	1,530.00	300.00	11,500.00		Close	40 Ready Mix Concrete	44,000.00		44,000.00		-16,213,851.00
40	REMOVE HEADWALL		080421	1	EA	1,000.00	1,000.00	1,000.00	1,000.00		Close	41 Cement	8,078,710.00	CEMEX	6,629,226.00	-1,448,484.00	-17,690,136.00
41	SALVAGE METAL BRIDGE RAILING		151270	3,585	LF	35,260.00	10.00	10.00	35,650.00		Close II	42 ADMIXTURES	847,381.00		847,381.00		-17,690,136.00
42	SALVAGE METAL BEAM GUARDRAIL		151272	13,000	LF	68,000.00	5.00	5.00	68,000.00		Close III	43 PCC aggregates	4,917,546.00	CALTEX	4,142,845.00	675,201.00	-18,336,336.00
43	RELOCATE CONC BARRIER TY 60K		021302	17,700	LF	24,780.00	1.40	1.00	53,100.00		Close	44 Concrete Aggregates	1,289,378.00	Correx	1,453,448.00	164,070.00	-18,151,266.00
44	ADJUST VALET		152130	72	EA	7,920.00	890.00	1,500.00	18,000.00		Close	45 A/C CURE	4,196,330.00	GRIMPLEX	4,208,745.00	10,415.00	-18,140,851.00
45	COLD PLANE ASPHALT CONC PAVEMENT		153100	87,200	SY	140,448.00	2.09	2.00	134,400.00		Close	46 A/C CURE	1,169,307.00	BRMC	1,100,326.00	-69,381.00	-18,209,232.00
46	REMOVE CONC BARRIER TYPE 50		153200	41,300	LF	111,510.00	2.70	3.00	208,500.00		Close	47 FLYASH CEMENT	3,123,674.00		3,120,674.00		-18,209,232.00
47	SALVAGE CONC BARRIER TYPE 50		021303	1,704	LF	3,000.00	3.00	5.00	5,000.00		Close	48 A/C CURE	4,196,330.00	GRIMPLEX	4,208,745.00	10,415.00	-18,140,851.00
48	CLEAN BRIDGE DECK		153200	17,000	SP	48,835.00	0.40	0.40	16,225.44		Close I	49 FLYASH CEMENT	3,123,674.00		3,120,674.00		-18,209,232.00
49	CAP INLET		155030	22	EA	33,680.00	1,510.00	2,000.00	44,000.00		Close	50 FLYASH CEMENT	3,123,674.00		3,120,674.00		-18,209,232.00
50	BRIDGE REM (PORTION) LOC A		157030	1	LS	72,810.00	72,810.00	25,000.00	25,000.00		Close I	50 FLYASH CEMENT	3,123,674.00		3,120,674.00		-18,209,232.00

Coffman Specialties, Inc.

Project: ROUTE 15 SEVENTH ST TO SIERRA

File Name: 12-0002

Bid Date: 01/28/2012

01/02/2015

Location: SAN BERNARDINO COUNTY

Tax Rate: 1.0

Price By: Jim Coffman

02:23 PM

Contact: 08-472224

Owner: Coffman Specialties, Inc.

2		Description			In Bid:		Final Bid									
						None Sub Ven Min		None Sub Ven Min		None Sub Ven Min		None Sub Ven Min		None Sub Ven Min		
Item No.	Owner No.	Const Area Signs/Traffic	Qty	Unit	Factor	Tax	Unit	Total	Unit	Total	Unit	Total	Unit	Total	Unit	Total
14	120160	CONSTRUCTION AREA SIGNS	1	LS	1.00	1.0000	30,000.00	30,000.00								
16	120120	TYPE III BARRICADE	34	EA	1.00	1.0000	75.00	7,050.00								
138	820118	GUARD RAILING DELINEATOR	700	EA	1.00	1.0000	20.00	14,000.00	20.00	14,000.00	15.00	10,500.00				
139	820130	OBJECT MARKER	31	EA	1.00	1.0000	38.00	1,085.00	35.00	1,085.00	80.00	2,480.00				
140	021210	CONC BARRIER MARKER	490	EA	1.00	1.0000	25.00	12,250.00								
					1.00	1.0000										
		Sub Total						84,385.00		80,085.00		114,885.00				
		Work Time Environment Fee Bend Rate		%							1.50	1,723.00				
		Group 2 Total						86,108.00		80,085.00		116,608.00				
		City/Adm Permit Fee							15,700.00			82,203.00				

01/05/2015 16:41 Received 8585363131

Jan 5 2015 04:50pm COFFMAN SPECIALTIES

PAGE 21/34

STATE OF CALIFORNIA - DEPARTMENT OF TRANSPORTATION
SUBCONTRACTOR LIST
DES-OE-0102.2 (REV 2/20/10)Bidder Name: **GRIFFITH/COFFMAN JV**

The bidder must identify each subcontractor performing work in an amount in excess of 1/2 of 1 percent of the total bid or \$10,000, whichever is greater (Pub Cont Code § 4100 et seq.) Complete columns 1 and 4 and submit with the bid. Complete columns 2 and 3 and submit with the bid or fax to (916)227-8282 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 No.(s)	Column 3: Percent of Bid item Subcontracted	Column 4: Description of Subcontracted Work
Cal Stripe Colton, CA coffman	17	100.00%	Striping & Marking
	18	100.00%	
	20	100.00%	
	24	100.00%	
	34	100.00%	
	35	100.00%	
	36	100.00%	
	57	100.00%	
	152	100.00%	
	153	100.00%	
Statewide Safety Bakersfield, CA coffman	14	100.00%	Construction Area Signs & Related
	16	100.00%	
	19	100.00%	
	23	100.00%	
	138	100.00%	
	139	100.00%	
California Professional Engineering La Puente, CA coffman	156-171	100.00%	Electrical
Penhall Company Anaheim, CA Griffith	50-53	52.00%	Bridge Demo
J. Francis Co. Inc. Riverside, CA Griffith	104-108	100.00%	Joint Seals (Bridge)
Service Construction (S.C.S.C) Orange, CA Coffman	91	2.00%	PCC Joints
	94	2.00%	
	95	100.00%	
	96	100.00%	

ADA Notice For persons with sensory disabilities, this document is available in alternate formats. For information call (916) 854-8410 or TDD (916) 854-3680 or write Records and Forms Management, 1120 N Street, MS 89, Sacramento, CA 95814

Contract No. 08-472224



COFFMAN SPECIALTIES, INC.
GENERAL AND ENGINEERING CONTRACTORS

December 24, 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
Objection to Finding Coffman Specialties, Inc.'s Low Bid Nonresponsive

Dear Mr. McMillan:

Coffman Specialties, Inc.'s ("Coffman") bid was responsive to the Contract bid documents. However, yesterday, December 23, 2014, Coffman found, online, a letter written by the California Department of Transportation ("Caltrans") dated December 19, 2014, allegedly sent to Coffman's office address and faxed to Coffman. (A copy of said letter is enclosed).

Caltrans' December 19th letter was never received by Coffman via facsimile. The fax number written - (858) 453-6034 - is not Coffman's fax number. A letter dated November 25, 2014 from Caltrans to Hazard Construction Company ("Hazard") (also enclosed) shows that the fax number was Hazard's. Thus, the letter purportedly faxed to Coffman was sent to Hazard (as confirmed by Caltrans' Transmittal Confirmation Report dated December 19, 2014, attached to the letter).

Nor was Caltrans' December 19th letter ever received by Coffman via U.S. mail. The letter does not appear to have been mailed at all, only faxed - to Hazard.

Caltrans, having given Coffman no notice of its finding that Coffman's bid is nonresponsiveness, awarded the contract to Hazard yesterday, December 23, in violation of the due process afforded Coffman, as low bidder on this Contract. "[A] bidder determined to be nonresponsive is entitled to notice of that fact and is entitled to submit materials, in a manner defined by the District, concerning the issue of responsiveness. (*Taylor Bus Serv., Inc. v. San Diego Bd. of Educ.*, 195 Cal. App. 3d 1331, 1343 (Ct. App. 1987).)

Coffman requests the Department grant Coffman the due process to which it is entitled in this matter. A full response to Caltrans' determination will be forthcoming.

Very truly yours,


Angela J. Soldner
General Counsel

Encls.



WBE

STATE OF CALIFORNIA - CALIFORNIA STATE TRANSPORTATION AGENCY

RODMUND 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.dnt.ca.gov



*Sertaus dringht.
Help save water!*

December 19, 2014

Facsimile: (858) 453-6034

Colleen Coffman, President
Coffman Specialties, Inc.
9685 Via Excelencia, Suite 200
San Diego, CA 92126

11-275504
11-SD-67-R0.0/R5.9
B.O 10/16/2014

Dear Ms. Coffman:

The Department of Transportation (Caltrans) received a letter dated October 27, 2014, from Hazard Construction (Hazard) protesting the bid submitted by Coffman Specialties, Inc. (Coffman), on contract 11-275504. The protest alleges the following issues;

1. On bid day, Coffman identified Statewide Traffic Safety & Signs as performing work described as Construction Area Signs and Roadside Signs. On the 24 hour submittal, Coffman listed bid items 4, 9, 10, 17, 23, 26, 27, 49-56, 64 as being performed by Statewide Traffic Safety & Signs. Hazard alleges that Bid items 9 and 10 (Temporary Crash Cushion Module and Temporary Alternative Crash Cushion System) are not bid items associated with work described as Construction Area Signs and Roadside Signs. Therefore, Hazard alleges that Coffman enlarged the scope of work by including items 9 and 10 on its 24 hour subcontractor listing.
2. On bid day, Coffman listed Ace Fence Corp. (Ace) to perform work described MBGR/Fence. On the 24 hour submittal Coffman listed bid items 17, 18-20, 65, 66-73 as being performed by Ace Fence Corp. Hazard alleges that Bid item 65 (Alternative Crash Cushion) is not included in the description of work for MBGR/Fence. Therefore, Hazard alleges that Coffman enlarged the scope of work by adding bid item 65. In addition, Hazard alleges that Coffman reduced the scope of work by omitting bid item 64, Guard Railing Delinertator.
3. Coffman identified Ace for the aforementioned items in (2) however, submitted its Disadvantaged Enterprise Commitment form (DBE) listing Ace for bid items 17-20, 64-73. Hazard therefore alleges that the Subcontractor list submitted by Coffman does not match the DBE list as required.

Ms. Coffman
December 19, 2014
Page 2

Caltrans evaluated the bid documents submitted by Coffman and determined;

1. Bid Items 9, 10 (Temporary Crash Cushion Module and Temporary Alternative Crash Cushion System), are covered under the elements of work described in the 2010 Revised Standard Specifications, Section 12 Temporary Traffic Control. During this same evaluation, Caltrans also found that Coffman included bid item 64 (Guardrail Delineator) in the work described as Construction Area Signs and Roadside Signs. The Guardrail Delineator is covered under Section 82, Markers and Delineators and as such, these items are not Construction Area Signs or Roadside Signs. Therefore, Caltrans agrees that Coffman improperly expanded the scope of work given to Statewide Traffic Safety & Signs making its bid nonresponsive on this basis.
2. Alternative Crash Cushions are covered under the elements of work described in the 2010 Revised Standard Specifications, Section 83, Railings and Barriers. As such, Caltrans determined that the scope of work described as MBGR/Fence is relative to bid item 65. Furthermore, Caltrans does not require the contractor to subcontract all elements of the work, only that portion that he/she will not be self performing. Therefore, Caltrans finds that the inclusion of bid item 65 did not improperly expand the work given to Ace Fence Corp. and the bid is responsive on this issue.
3. Caltrans has determined that the listing of bid item 64, Guardrail Delineator on the DBE Commitment form is a clerical error. As such, the DBE participation for Ace fence will be reduced by this item. In addition, the error itself does not materially affect the bid and can therefore be waived by Caltrans.

Based on these findings, Caltrans finds the bid submitted by Coffman nonresponsive. Caltrans will proceed to award the contract to the lowest responsive and responsible bidder provided that all requirements have been met.

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

Sincerely,



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

**** Transmit Conf. Report ****

P.1
CALTRANS CONTR AWARDS Fax 916-227-6282

Dec 19 2014 04:50pm

Fax/Phone Number	Mode	Start	Time	Page	Result	Note
918584536034	Normal	19:04:49pm	0'50"	2	* O K	

STATE OF CALIFORNIA - CALIFORNIA HIGH SPEED RAIL AUTHORITY

COMMUNICATIONS GROUP

DEPARTMENT OF TRANSPORTATION
 DIVISION OF ENGINEERING SERVICES
 OFFICE ENGINEER
 P.O. BOX 168041, MS-43
 SACRAMENTO, CA 95816-8041
 PHONE (916) 227-8299
 FAX (916) 227-6282
 TTY 711
 www.doh.ca.gov



California High Speed Rail Authority

December 19, 2014

Recabmita: (858) 453-6034

Colleen Coffman, President
 Coffman Specialties, Inc.
 9685 Via Encinalanca, Suite 200
 San Diego, CA 92126

11-275504
 11-SD-67-RU.0/R5.9
 R.O 10/16/2014

Dear Ms. Coffman:

The Department of Transportation (Caltrans) received a letter dated October 27, 2014, from Hazard Construction (Hazard) protesting the bid submitted by Coffman Specialties, Inc. (Coffman), on contract 11-275504. The protest alleges the following issues;

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3. Coffman identified Ace for the aforementioned items in (2) however, submitted its Disadvantaged Enterprise Commitment form (DBE) listing Ace for bid items 17-20, 64-73. Hazard therefore alleges that the Subcontractor list submitted by Coffman does not match the DBE list as required.

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!*

December 24, 2014

Facsimile: (858) 536-3131

Colleen Coffman, President
Coffman Specialties, Inc.
9685 Via Excelencia, Suite 200
San Diego, CA 92126

11-275504
11-SD-67-R0.0/R5.9
B.O 10/16/2014

Dear Ms. Coffman:

The Department of Transportation (Caltrans) received a letter dated December 24, 2014, from Coffman Specialties, Inc.(Coffman) in response to a notification of a nonresponsive bid finding. Caltrans inadvertently faxed the notification to an incorrect fax number. We have made note of the correct fax number for Coffman. Meanwhile, the correspondence was sent via mail to Coffman's address as noted above.

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

Sincerely,

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

Jim Coffman

From: Angela Soldner <asoldner@coffmanspecialties.com>
Sent: Wednesday, December 24, 2014 1:03 PM
To: 'Sewell, Jill Y@DOT'
Cc: jcoff@coffmanspecialties.com; 'McMillan, John C@DOT'; 'Smith, Mulissa A@DOT'
Subject: RE: Bid - Contract 11-406904

Thank you for the response. Despite Ms. Smith's statement that the correspondence was sent via mail to Coffman's address (with no date of mailing specified), Coffman Specialties never received the letter in the mail to date.

Angela J. Soldner
General Counsel
Coffman Specialties, Inc.
Phone 858 536-3100
Fax 858 536-3131

From: Sewell, Jill Y@DOT [mailto:jill.sewell@dot.ca.gov]
Sent: Wednesday, December 24, 2014 12:23 PM
To: Angela Soldner
Cc: jcoff@coffmanspecialties.com; McMillan, John C@DOT; Smith, Mulissa A@DOT
Subject: RE: Bid - Contract 11-406904

Ms. Soldner,
Caltrans has responded to your inquiry on the notification of a nonresponsive bid finding for 11-275504. Please see the attachment.

Jill Sewell
Chief, Office of Construction Contract Standards
DES-Office Engineer
(916) 227-6222

From: Angela Soldner [mailto:asoldner@coffmanspecialties.com]
Sent: Wednesday, December 24, 2014 12:07 PM
To: Sewell, Jill Y@DOT
Cc: jcoff@coffmanspecialties.com
Subject: FW: Bid - Contract 11-406904

Ms. Sewell,

I am forwarding this e-mail to you pursuant to Mr. McMillan's automatic response stating:
"I am out of office. Jill Sewell is acting on 12/22, 23, 24, & 26. Dung Nguyen is acting on 12/29."

Thank you,

Angela J. Soldner
General Counsel
Coffman Specialties, Inc.
Phone 858 536-3100
Fax 858 536-3131

From: Angela Soldner [<mailto:asoldner@coffmanspecialties.com>]
Sent: Wednesday, December 24, 2014 12:03 PM
To: John.McMillan@dot.ca.gov
Cc: jcoff@coffmanspecialties.com
Subject: Bid - Contract 11-406904

Dear Mr. McMillan,

Please see the attached correspondence that was also faxed and mailed to your office.

Thank you,

Angela J. Soldner
General Counsel
Coffman Specialties, Inc.
Phone 858 536-3100
Fax 858 536-3131

STATE OF CALIFORNIA—CALIFORNIA STATE TRANSPORTATION AGENCY

EDMUND G. BROWN Jr., Governor

DEPARTMENT OF TRANSPORTATION
DIVISION OF ENGINEERING SERVICES
 OFFICE ENGINEER
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 SACRAMENTO, CA 95816-8041
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 FAX (916) 227-6282
 TTY 711
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*Serious drought.
 Help save water!*

November 25, 2014

Facsimile: (858) 453-6034

Jason A. Mordhorst, Vice President
 Hazard Construction Company
 P.O. Box 229000
 San Diego, CA 92192-9000

11-406904
 11-SD-8-R25.9/R32.2
 B.O. 10/21/2014

Dear Mr. Mordhorst:

The Department of Transportation (Caltrans) received the attached letter dated October 29, 2014, from Hazard Construction Company (Hazard), protesting the bid submitted by Daley Corporation (Daley) for Contract 11-406904. The protest alleges;

1. On bid day Daley identified Payco Specialties Inc., to perform work described as Striping & Bridge Deck Prep. (portion) and on the 24 hour submittal provided the following bid items;

- 5 Traffic Control System
- 15 Remove Painted Traffic Stripe
- 19 Prepare Concrete Bridge Deck Surface
- 53 Paint Traffic Stripe (1-Coat)
- 54 6" Thermoplastic Traffic Stripe (Enhanced Wet Night Visibility),
- 55 8" Thermoplastic Traffic Stripe (Enhanced Wet Night Visibility)
- 56 Thermoplastic Crosswalk and Pavement Marking (Enhanced Wet Night Visibility)
- 57 6" Thermoplastic Traffic Stripe (Enhanced Wet Night Visibility Broken 17-7)
- 58 6" Thermoplastic Traffic Stripe (Enhanced Wet Night Visibility Broken 36-12)
- 59 Pavement Marker (Non-Reflective)
- 60 Pavement Marker (Retro-Reflective),
- 63 Mobilization

Daley's Disadvantaged Business Enterprise (DBE) Commitment form is not consistent with the Subcontractors List Form in that Daley listed these same items of work for Payco and included, bid item 1, Lead Compliance Plan (portion).

2. Traffic Control is not related to Striping and Bridge Deck Prep.

Hazard requests that Caltrans find Daley nonresponsive and award the contract to Hazard.

Mr. Mordhorst
November 25, 2014
Page 2

Caltrans reviewed the bid documents submitted by Daley and determined the following:

1. The work associated with bid item 1, Lead Compliance Plan is not defined by the Business and Professional Code as work, requiring a license for that of a contractor and this item is not considered work subject to the Public Contract Code 4100 (et.seq). Therefore, Daley was not required to list this item on its Subcontractors List form.
2. Caltrans has determined that this small portion of Traffic Control (7.81 percent) is directly related to performing the work described as Striping & Bridge Deck Prep (portion).

Based on the above findings, Caltrans finds that Hazard's protest will not have any bearing on the award of this contract and Caltrans 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 Melissa Smith, Contract Awards Branch Manager, at (916) 227-6228.

Sincerely,



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

TRANSMISSION VERIFICATION REPORT

TIME : 11/25/2014 16:42
NAME : CE AWARDS
FAX : 9162276320
TEL : 9162276299
SER.# : BROM3J4B4361

DATE, TIME	11/25 16:41
FAX NO./NAME	910584536034
DURATION	00:00:24
PAGE(S)	02
RESULT	OK
MODE	STANDARD ECM

STATE OF CALIFORNIA - CALIFORNIA STATE TRANSPORTATION AGENCY

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DEPARTMENT OF TRANSPORTATION
DIVISION OF ENGINEERING SERVICES
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Help save water!*

November 25, 2014

Facsimile: (858) 453-6034

Jason A. Mordhorst, Vice President
Hazard Construction Company
P.O. Box 229000
San Diego, CA 92192-9000

11-406904
11-SD-8-R25.9/R32.2
B.O. 10/21/2014

Dear Mr. Mordhorst:

The Department of Transportation (Caltrans) received the attached letter dated October 29, 2014, from Hazard Construction Company (Hazard), protesting the bid submitted by Daley Corporation (Daley) for Contract 11-406904. The protest alleges;

1. On bid day Daley identified Payco Specialties Inc., to perform work described as Striping & Bridge Deck Prep. (portion) and on the 24 hour submittal provided the following bid items;

- 5 Traffic Control System
- 15 Remove Painted Traffic Strips
- 19 Prepare Concrete Bridge Deck Surfaces
- 33 Paint Traffic Stripe (1-Cont)
- 34 6" Thermoplastic Traffic Stripe (Enhanced Wet Night Visibility),
- 55 8" Thermoplastic Traffic Stripe (Enhanced Wet Night Visibility)
- 66 Thermoplastic Concrete and Bridge Markings (Enhanced Wet Night Visibility)