

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

January 28, 2015

Sent via facsimile: (916) 227-6282;
e-mail: john.mcmillan@dot.ca.gov;
and U.S. MailJohn C. McMillan, Deputy Division Chief
Office Engineer
California Dept. of Transportation
P.O. Box 168041, MS-43
Sacramento, CA 95816-8041Subject: Route 8 East of Crestwood Road to the Imperial County Line
Contract Number 11-407004 Federal Aid Project # ACNHPI-008-1(315)E
Response to Granite Construction

Dear Mr. McMillan:

Coffman Specialties, Inc. (Coffman) reviewed Granite Construction Company's (Granite) latest letter dated January 23, 2015, continuing its untimely and disingenuous protest of Coffman's responsive bid for the Rte. 8 (Crestwood) Project. It is regrettable that a company of Granite's stature would perpetuate a protest so off base. Granite's assertion—that Coffman's previous letter of January 20, 2015 is inaccurate—is a misrepresentation of the Contract requirements and Coffman's bid, a misunderstanding of the Public Contract Code, and at odds with sentiment in other letters Granite sent to Caltrans in the past when it opposed protests against its own bids. See, e.g., Granite's response to a protest against its low bid:

Interestingly, in response to a protest raised against RGW's bid on Contract No. 04-3A9214, RGW balked at Knife River's protest as a frivolous fishing expedition. . . . Yet, that is exactly what RGW is engaged in here. Caltrans should not entertain RGW's transparent attempt to concoct irregularities in Granite's superior bid which is fully responsive.

(Granite's response dated Dec. 5, 2013 concerning Contract 03-3E1004, emphasis added.)

Coffman references its letter dated January 20, 2015, and adds this additional response to Granite's protest. The facts are incontrovertible. On the Rte. 8 (Crestwood) Project, Coffman's bid was the lowest responsive bid, completed in strict accordance with all requirements of the instructions to bidders and the Public Contract Code. Coffman's description of J. Francis' subcontracted work: "Bridge Deck Repair, treatment," was intended at bid-opening to include, and did include Bid Items 44 "Joint Seal (MR ½)" and 45 "Joint Seal (MR 1)".



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Coffman's intent as to what was meant by the "description" of the portion of work subcontracted to J. Francis is proven and cannot be disputed. Granite argues (without basis and, as shown below, duplicitously) that the joint seal work can only be part of the "approach slab work" and has nothing to do with "bridge deck repair." This fallacious argument is in direct contradiction of the Contract documents including the Standard Specifications, Special Provisions, Standard Plans, and Project Plans. It is, to borrow a phrase, a "frivolous fishing expedition."

Project Plans

Granite asserts joint seals work is "not a component of the bridge deck repair." On this point, Granite is wrong.

- Plan sheets 65-71 indicate the "Approach Slab/Deck Rehabilitation" work which basically consists of "Concrete Structure" work, addressed in Standard Specification § 51, and also "Existing Facilities" work, addressed in § 15.
- The Project Plans show the bridge work at each location, denoting the beginning and end of bridge work with arrows marked by "BB [begin bridge]" and "EB [end bridge]." The joint seal work is inside the arrows, meaning that, **according to Caltrans' Project plans, the joint seal work falls within the bridge work.**
- The approach slab concrete is to be removed and repaired/ replaced pursuant to Standard Specification § 51-5 and as detailed on Project plan sheet 71.
- "Joint Seals" is shown in Standard Plan B6-21. "B" indicates "bridge" or "deck," confirming the joint seal work relates to and is a part of the bridge work.
- The Table in the lower right corner of plan sheet B6-21 defines the MR (movement rating) value. This Table shows that the MR on the Type B Joint Seal is calculated based solely on the "Deck Concrete Placed," demonstrating that Joint Seal work is part of the bridge deck repair.

Project Specifications

- **Approach Slab Repair**

Approach Slabs are discussed in the Sections shown in the table.

<u>Stand. Spec. §</u>	<u>Work</u>	<u>Pg.</u>
51-5	Approach Slabs	619
51-5.03E	Paving	623

- **Deck Rehabilitation Repair**

Deck repair work is discussed in the Sections shown in the table.

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Stand. Spec. §	Work	Pg.
51-2.02	Scaled Joints – Construction	600
51-2.02C	Type B Joint Seals	603
15-5.01	Bridge Rehabilitation - Bridge Deck Treatment	229
15-5.01C	Remove Unsound Concrete	230

- **Deck Treatment**

- Where required on the Project, the deck concrete is to be treated with methacrylate over the entire deck, in accordance with § 15-5.05 “Bridge Deck Methacrylate Resin Treatment.”
- Deck concrete found to be unsound is to be patched (replaced) as part of the deck treatment. (§ 15-5.01(C)(5))

The Joint Seal work (to which Bid Items 44 and 45 relate) is specified in Standard Specification § 51-2.02 C(3) “Construction” (pg. 604) and directs as follows:

“Prepare joints under section 51-2.02B(3)(b) except remove all material from the **deck joint** to the top of the waterstop or to the depth of the seal to be installed plus three inches [¶] Install joint seals full length”

- Section 51-2.02 “Sealed Joints” includes “Seal Preparation.” Section 51-2.02B(3)(b) (pg. 603) says “Remove all material from the **deck joint** to the bottom of the saw cut,” expressly referring to the bridge deck – *not* the approach slab.
- “Deck joint” (as used in § 51-2.02) is part of the bridge work and the preparation, removal, and installation of joints and joint seals are part of the repair and treatment of the bridge. That cannot be denied.

Caltrans has long expressed its understanding that the joint seals are part of bridge deck repair and treatment work. Caltrans’ own “Bridge Deck Construction Manual” discusses the Joint Seal work at sections 2-2.6 “Expansion Joints” and 135-2.0 “Bridge Construction Records and Procedures.” And the elements of the work are discussed in Caltrans’ Memo to Designers 7-10 (September 1994) entitled “Bridge Deck Joints and Deck Joint Seals” (<http://www.dot.ca.gov/hq/esc/techpubs/manual/bridgemanuals/bridge-memo-to-designer/page/Section%207/7-10.pdf>; accessed Jan. 28, 2015.)

The construction work that Granite argues cannot be considered even related to “Bridge Deck Repair, treatment” is not only ‘related’ to the bridge deck work, it is part of that work.

Granite argues “there is no work for bridge deck repair” on plan sheets 66 and 68. This argument is mistaken.

- Deck rehabilitation includes more than simply methacrylate. Sawcutting and refacing,

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methacrylate and replacing concrete are all types of bridge deck rehab work. Joint seal is part of the Saw cutting work – which is part of the deck rehab work.

- The bridge deck contact area has to be refaced (sawcut) to accept the joint seals. On this Project, all bridge deck locations require refacing (sawcutting) to rehabilitate the bridge decks and prepare them to receive the Type B seal. (Standard Spec. § 51-2(02B(3)(b).)

Bridge deck repair under the Contract can include deck joints, surface treatment, and/or spall concrete patching. As discussed already, the deck joints include the joint seals. Since all bridges contain deck joint work, and bridge deck repair includes joint seals, all bridges contain joint seal work. The description of the work by Coffman at the time of bid – “Bridge Deck Repair, treatment” – was the right description of the portion of work subcontracted to J. Francis. It cannot be construed otherwise.

Granite’s comment that joint seals are “*more* a function of the approach slab construction” indicates that even Granite knows this is just a case of subjective interpretation – admitting that joint seal work can be considered to relate to bridge deck repair, (but arguing that, in Granite’s alleged opinion, it relates *more* to approach slabs so Coffman should have used “approach slabs” in its description.” The bid instructions don’t say the prime contractor’s chosen description must be the *closest* or *best* description; and Caltrans does not have authority to determine which description is better and award the contract based on that decision. (In this case, there is no support for the assertion that joint seals relate “more” to ‘approach slab work’ than to ‘bridge deck repair work.’ The opposite is true.)

Granite says Coffman received an unfair competitive advantage by somehow adding work to J. Francis’ scope after bid-opening. This is untrue. J. Francis’ quote (which offered a selection of work Groups I, II and/or III), and Coffman’s bid (which utilized J. Francis’ quoted pricing for Groups I and II) were exact and specific at the time of bid and in total agreement with the 24-hour submittal.

That J. Francis separated its work options into numbered groups has no bearing on what the prime contractor bidder’s “description” of the work should be or whether the work in different Groups is “related.” This argument is a red herring.

Similarly, Caltrans has already stated correctly in many protest decisions that related work for purposes of the “description” can be found under different Section headings in the Specifications, and work under a common heading might be unrelated. For example, Standard Specification § 51 “Concrete Structures includes § 51-2.02 “Sealed Joints” and § 51-5 “Approach Slabs,” yet they are distinct areas of work. Bid instructs don’t require describing portions of subcontracted work utilizing the Specification titles. (Such an instruction would not even be workable.) Granite’s argument in this regard is also unpersuasive.

Coffman did not violate any law or bid instruction. Granite fails to understand, or intentionally clouds Coffman’s point regarding the Public Contract Code subcontractor listing requirements as they relate to work worth 0.5% or less of the prime contractor’s total bid price. The Subletting and Subcontracting Fair Practices Act (Pub. Cont., § 4100-4114) governs when to list subcontractors in

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a bid. The absence of any requirement to list a subcontractor performing 0.5% of the work or less means no violation of the Act occurs when a prime contractor adds minor work to a subcontractor's scope in the 24-hour submittal. Coffman did not add work to J. Francis' scope – it was included within J. Francis' work description at bid opening, but if Caltrans believes the work was added, no violation occurred. Unless the added work 1) is worth more than 0.5% of the contract price (and must already have been included in the list at bid-opening), or 2) was included in another subcontractor's work description at bid opening, a contractor who gives a subcontractor additional minor work in the 24-hour submittal does not violate any law or bid instruction.

Granite's response to this seems to be that a prime contractor, by adding any Bid Item to a sub's scope of work in the 24-hour submittal, necessarily failed to fully complete the Subcontractor List at bid time, and was therefore nonresponsive. Such is not and cannot be the case when the work at issue is worth .5% or less of the total bid price. First, if Caltrans believes the work was *not* part of the work at bid time, then, being under .5% of the bid price, it needn't have been included in the description at bid time and no violation occurred by adding it in the 24-hour submittal. Alternatively, if Caltrans agrees the work *was* part of the scope at bid time, then the subcontractor's scope was not "expanded."

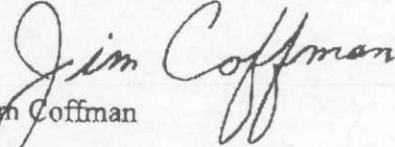
Lastly, Granite's argument that Coffman did not meet the DBE goal because J. Francis' work was not part of Coffman's DBE goal calculation is illogical. Granite accuses Coffman of having "overstated its DBE participation for J Francis" – (in the precise amount corresponding to the work Coffman subcontracted to J. Francis.) Granite ignores that Coffman included J. Francis' quoted prices in its DBE calculation because Coffman intended and agreed to subcontract the work to J. Francis. The DBE participation was not an overstatement by Coffman, it was an accurate statement.

Granite's Protest Must Be Denied and Caltrans Should Award the Contract to Coffman.

"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, 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." (*Judson Pac.-Murphy Corp. v. Durkee*, 144 Cal. App. 2d 377, 383 (1956).) Granite is combing through Coffman's bid, to the disservice of the interests and policy of the State of California.

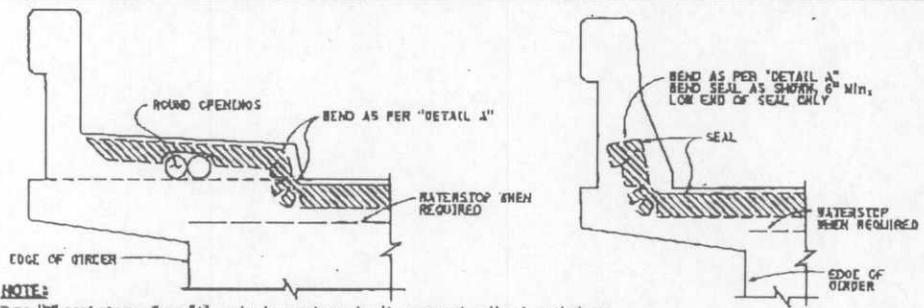
We request that Caltrans deny the protest and award the Contract to Coffman Specialties as the lowest responsive bidder. We look forward to a successful Project.

Respectfully yours,

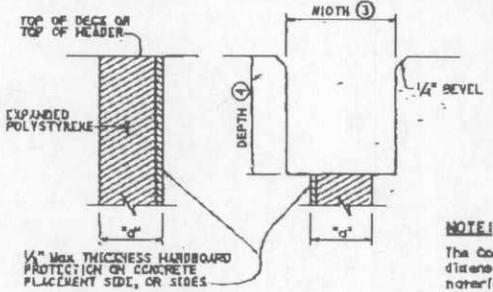

Jim Coffman

Encl.: Plan Sheet B6-21

DIST	COUNTY	ROUTE	PROJECT TOTAL PROJECT	SHEET TOTAL SHEETS
REGISTERED CIVIL ENGINEER				
MAY 20, 2011				
PLANS EXPIRATION DATE				
THE STATE OF CALIFORNIA OR ANY OTHERS OR AGENTS THEREOF SHALL BE RESPONSIBLE FOR THE LIABILITY OF COMPLETION OF SIGNED COPIES OF THIS PLAN SHEET.				



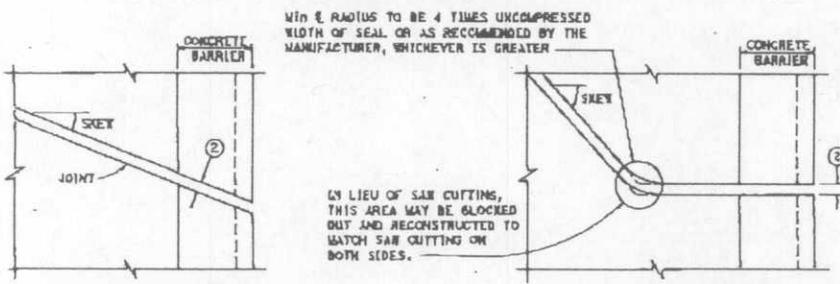
NOTE:
Type 'b' seal shown. Type 'A' seals to conform to the general path of seal shown cuts for bending not required. Bend type 'A' seals 3" up into curb or barrier rail on only the low end of the seal.



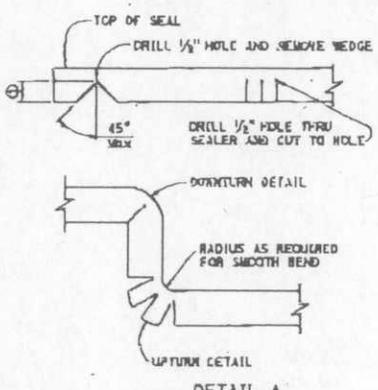
FORMING DETAIL SAWCUT DETAIL

NOTE:
The Contractor shall verify all controlling field dimensions before ordering or fabricating any material.

CONCRETE BARRIER AND SIDEWALK JOINT SEALS DETAILS



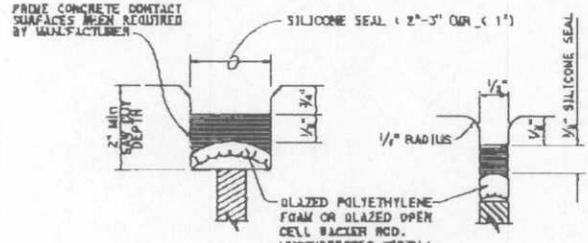
PLAN OF JOINT (SKEW ≤ 20°) PLAN OF JOINT (SKEW > 20°)



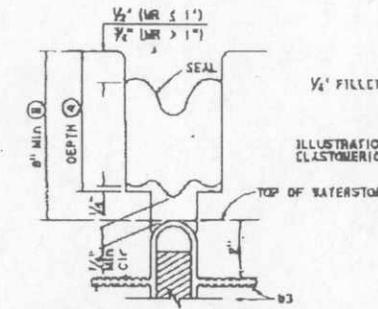
- NOTES:**
- Make smooth cuts from the bottom of seal to 1/8" clear of top leaving at least one complete cell between the top of the cut and top of the seal. When necessary cut back of seal to clear conduit and round openings.
 - Opening in barrier to match width of saw deck joint.
 - Sawcut groove widths shall be as ordered by the Engineer.
 - Depth of sawcut: Type 1 - Depth to be 2" minimum. Type 2 - Depth to be equal to or greater than the depth of seal measured along the contact surface, when compressed to minimum width seal/ton (W₂) plus dimensions shown.
 - MR (movement rating) as shown on other plan sheets.
 - Other depths must be approved by the Engineer.

DIMENSIONS "a" OF JOINT REQUIRED

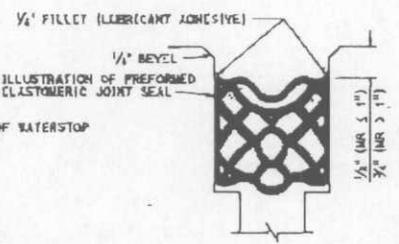
MOVEMENT RATING (MR) ⑤	BRIDGE TYPE	"a" DIMENSION DECK CONCRETE PLACED		
		WINTER	FALL-SPRING	SUMMER
		2"	ALL EXCEPT CIP/PS	1 1/4"
1 1/2"	ALL EXCEPT CIP/PS	1 1/4"	1"	1/2"
1"	ALL EXCEPT CIP/PS	1"	3/4"	1/2"
1/2"	ALL EXCEPT CIP/PS	3/4"	1/2"	1/2"



TYPE A SEAL Movement rating: Silicone = 1" Max
TYPE A1 SEAL Longitudinal joints only



TYPE B JOINT SEAL IN MINIMUM WIDTH POSITION (W₂)



TYPE B SEAL Movement Rating ≤ 2"

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION
JOINT SEALS
(MAXIMUM MOVEMENT RATING = 2")
NO SCALE

B6-21

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COFFMAN SPECIALTIES, INC.
GENERAL AND ENGINEERING CONTRACTORS

FAX TRANSMISSION

DATE: 1/28/2015
PROJECT: Contract Number 11-407004; Rte. 8 from 0.1 Mile East of Crestwood Road
Undercrossing to the Imperial County Line
SUBJECT: Coffman Response to Granite's letter dated 1/23/15

TRANSMIT THE FOLLOWING COPIES TO:

NAME: JOHN C. MCMILLAN, Deputy Division Chief
COMPANY: Caltrans Office Engineer
FAX NO.: (916) 227-6282

TOTAL NUMBER OF PAGES 7 INCLUDING TRANSMITTAL SHEET.

HARD COPY ORIGINAL TO FOLLOW: YES NO

MESSAGE OR SPECIAL INSTRUCTIONS:

Please see Coffman's letter dated January 28, 2015.

Thank you,

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

SIGNED: Angela Soldner

CC: _____

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



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