



YBANAG REALTY & DEVELOPMENT CORPORATION
dba D'YBANAG CONSTRUCTION COMPANY

December 10, 2014

Mr. John C McMillan, Deputy Division Chief
Office Engineer, Division of Engineering Services
State of California Department of Transportation
P.O. Box 168041, MS-43
Sacramento, California 95816-8041

Re: Project No. 07-274804, 07-LA-18-0.2, Llano, California
Bid Opening Date: 10/30/2014
Bid Protest 3

Dear Mr. McMillan,

Reference is made to your letter dated December 9, 2014 regarding the State and Federal compliance of our bid submitted on 10-30-2014 for Project #07-274804.

We are aware of the Department of Transportation's sensitive office of maintaining to ensure that Public Funds are well spent. Your finding to our bid non-responsive is hereby challenged as we all met the DBE Goal at the time of the Bid. We also provided copies of the DBE quotes right away after your notice that the sub-quotes are required.

D'Ybanag Construction Company (DYCC) submitted the DBE Commitment with the Electronic Bid on October 30, 2014; meeting the DBE Goal of 18% (5% is required) and meeting the Revised Standard Specifications Section 2-1.33. The Public Contract Code §2000-2004 always provide the Administrative Agency the award of Contract to the Lowest Responsible Bidder. For the awarding body to act in "Good Faith", it must provide the low-bidder an entitlement to a hearing by the Awarding Agency, Government Services Administration, and Federal Highway Administration as holders of the Highway Trust Funds.

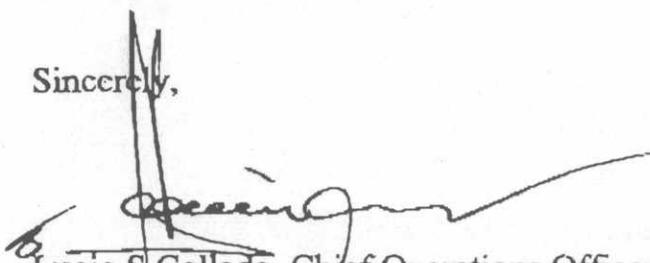
DYCC's bid is lower by \$195,402.00 (-9.44%) from the second bidder and lower by \$116,446.00 (-5.85%) from the Engineer's Estimate. It is in the best interest of the Public Trust Funds to award the contract to the legitimate Low-Bidder D'Ybanag Construction Company and its listed DBE Subcontractors. The Public

Contract Code (PCC) prohibits the gifting of Public Funds to favorite Contractors, thus results in displacing Low-Bidder listed DBE Subcontractors. In case of dispute between compliance with the Special Provisions and Public Contract Code, the Public Contract Code always prevail. An irregularity in the Special Provisions is a "waivable defect" authorized to be cured by the Agency, but the latter, PCC needs a congressional approval to change the law or congressional approval to waive the provisions of the Code.

As we are moving to the clean monetary system, our position as a Low-Bidder is hereby re-stated and will seek a "Writ of Mandate" to review the contract. A Common Law Grand Jury is hereby invoked in accordance with Article 7 of the 1776 Constitution wherein a monetary dispute of over \$20 must be decided by a jury of our peers.

Please extend the award period as deem necessary to resolve this matter.

Sincerely,



Lucio S. Collado, Chief Operations Officer
D'YBANAG CONSTRUCTION COMPANY

cc: Atty. MOREL CALLUENG, Corporate Counsel
File

cc: Department of General Services
Federal Highway Administration