

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

April 22, 2015

Sent via facsimile: (916) 227-6282
and e-mail: john.mcmillan@dot.ca.govJohn C. McMillan, Deputy Division Chief
Office Engineer
California Dept. of Transportation
P.O. Box 168041, MS-43
Sacramento, CA 95816-8041Re: Bid Protest of Apparent Low Bidder and Second Low Bidder, Reply to Hazard
Contract #11-405504; Rte. 8 Waring Road, Caltrans

Dear Mr. McMillan:

Coffman Specialties, Inc. ("Coffman") has reviewed Hazard Construction's ("Hazard") response to Coffman's bid protest of Hazard's bid for Caltrans Contract No. 11-405504 (Rte. 8, Waring Rd to College Ave. project).

Coffman asserted, among other arguments, that Hazard's bid was nonresponsive to the bid instructions because it failed to list a subcontractor to perform the rebar work for Item 73 (CIDH Pile). Hazard responded that Coffman's protest lacks merit because Hazard intended Western Foundations to supply the rebar in the CIDH Pile work. In support of its position, Hazard stated: "Attached is Western Foundation's bid day subquote we received which includes drilling of 135 shafts, setting reinforcing cages supplied by Western (per an add on and [sic] the bottom of their subquote), and furnishing and placing concrete for the CIDH Piles."

Hazard, in its responsive letter, did not represent to Caltrans that Western Foundation's subquote was provided by Western Foundation to Hazard *before bid-opening* or that Hazard relied upon the subquote and Add for rebar when Hazard submitted its bid to Caltrans. Hazard merely stated the quote was "Western Foundation's bid day subquote we received." Since Hazard does not say that, at the time of submitting its bid, Western Foundation and Hazard intended for Western Foundation's scope of work to include the rebar, Caltrans cannot assume that was the case.

The referenced subquote provided with Hazard's letter bears only a fax date of April 20, 2015 (after Coffman's protest letter was submitted). No dated e-mail or facsimile was provided by Hazard or its subcontractor to effectively show the date and time Hazard received Revision #1 of the subquote. Concerning the weight of evidence, "if weaker and less satisfactory evidence is offered when it was within the power of the party to produce stronger and more satisfactory evidence, the evidence offered should be viewed with distrust." (Cal. Evid. Code § 412.)



John McMillan
California Dept. of Transportation
April 22, 2015
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Western Foundation's quote to Coffman was the same in every respect as the revised subquote attached to Hazard's April 20, 2015 letter, with the sole exception that the quote to Hazard contained an Add stating "Furnish Reinforcing Steel Cages Delivered to Drilling Locations (2,200 LF @ \$28.10)\$61,820.00." Inclusion of rebar work in a drilling subcontractor's quote is not customary in the industry in this locale. To Coffman's knowledge and in its personal experience, rarely, if ever, do drilling subcontractors, including Western Foundation, include provision of rebar in their subquotes. Western Foundation's own General Conditions say "**Furnishing of all reinforcing steel is excluded unless specifically mentioned in our Special Conditions.**" Then it did not change its Special Conditions to address the Add for the Reinforcing Cages.

The subject line of Western Foundations quotes both say: "16" Cast-In-Drilled-Hole Concrete Piling 'Partial' " because it only intended to perform *part* of Item 73.

Also notable is the price of the Add for rebar. Western Foundations' quote to Hazard is called "Revision #1." It seems it revised its quote to add the reinforcing cages option. The quoted price for furnishing the cages was \$61,820.00. This price is about \$25,000-\$22,000 *higher* than any of the rebar quotes that Coffman received, which raises key questions: first, why did Hazard seek a revised quote from Western Foundation to include rebar when others bid the rebar work already, and Western regularly does not provide rebar in connection with its drilling work? And second, why did Hazard choose the optional Add that was over a third higher in price than other bidders' prices?

Hazard could have easily taken a more affirmative approach to conclusively prove to Caltrans what Western Foundation's intended scope of work was. Since it did not, the State should decline to accept Hazard's proffered explanation, and declare Hazard's bid nonresponsive. Alternatively, Caltrans should demand, before making award of the contract, real evidence from both Hazard and Western Foundation that Hazard received the revised subquote prior to submitting its bid to Caltrans and intended all rebar work for Item 73 to be a part of Hazard's bid before bid-opening. If such evidence cannot be produced, Caltrans should declare Hazard's bid nonresponsive. We look forward to the State's response in this matter.

Respectfully submitted,



Angela J. Soldner
General Counsel

04-20-19 11:03am From-Hazard Construction

T-009 P.001/006 F-150

Phone (858) 587-3600
Fax (858) 453-6034
6465 Marindustry Place
San Diego, CA 92121
hazardconstruction.com
License No. 750542A/B

April 20, 2015

Department of Transportation
Division of Engineering Services
Office Engineer, MS 43
1727 30th Street
Sacramento, CA 95816
Attn: John C. McMillanRe: Rebuttal to Bid Protest of Apparent Low Bidder
Caltrans Contract 11-405504

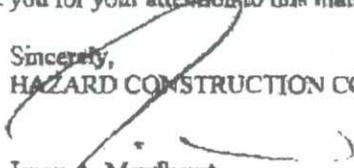
Dear Mr. McMillan:

Hazard Construction ("Hazard") is in receipt of your letter dated April 17, 2015 requesting a response to Coffman's Specialties, Inc. ("Coffman") protest of the award to Hazard on the above referenced project. We have reviewed the bid protest whereby Coffman has suggested that Hazard failed to list a rebar subcontractor for Bid Item 73 - 16" Cast-in-drilled-hole (CIDH) Concrete Piling.

As described in our Subcontractor List, submitted at bid time, Western Foundations ("Western") has been listed for 100% of bid item 73 which includes the rebar within the CIDH Pile. Attached is Western Foundations bid day subquote we received which includes drilling of 135 shafts, setting reinforcing cages supplied by Western (per an add on and the bottom of their subquote), and furnishing and placing concrete for the CIDH Piles. All the work noted in Western's subquote comprises 100% of Bid Item 73 - 16" Cast-in-drilled-hole (CIDH) Concrete Piling. For this reason, we believe that Coffman's protest lacks merit and should be disregarded.

In regards to the omission of a rebar subcontractor for Bid Item 75 - Structural Concrete, Approach Slab (Type R), Bid Item 76 - Minor Concrete (Minor Structure) and Bid Item 77 - Paving Notch Extension, Hazard Listed Bert W. Salas for the Storm Drain Structures which is a portion of bid item 76. The remaining dollar amount of rebar included for those items of work remaining amount to less than 1/2 of 1% of the contract total and no subcontractor needs to be listed.

If you have any questions regarding any of these matters or need further clarification, please do not hesitate to call me at the main office. Thank you for your attention to this matter.

Sincerely,
HAZARD CONSTRUCTION COMPANY
Jason A. Mordhorst
PresidentAttachments
cc: Bid File

04-20-15 11:04am From-Hazard Construction

T-205 P.002/008 F-150



April 2, 2015

Hazard Construction
8465 MarIndustry Drive
San Diego, CA 92121

Phone: (858) 587-3800
Fax: (858) 453-8034
Email: mthunder@hazardconstruction.com

Attn: Mark Thunder, Estimating

RE: CALTRANS CONTRACT NO. 11-405604
I-8 Waring Road to College Avenue
San Diego, California

Bid No. 0315-087

Subject: 16" Cast-In-Drilled-Hole Concrete Piling "Partial"

Revision #1

Mark,

Western Foundations & Shoring, Inc. (WFSI) proposes to furnish the labor, equipment, and materials in order to install the 16" Cast-In-Drilled-Hole Concrete Piling in accordance with the following:

Acknowledgement

- 1) Contract Plans and Specifications prepared by Caltrans.
- 2) Addendum No. 1 through 5 prepared by Caltrans.
- 3) Non-Union, Prevailing Wage, Certified Small Business Enterprise "SBE".
- 4) Department of Industrial Relations Registration #1000007603.
- 5) Attached WFSI "General Conditions", 3 pages.
- 6) WFSI "Scope of Work" referenced below.

Scope of Work - Item No. 73 - 16" Cast-In-Drilled-Hole Concrete Piling

- 1) One (1) equipment mobilization to jobsite.
- 2) Drill 135 shafts - 16" diameter at 16' deep with track mounted drilling equipment.
- 3) Set reinforcing steel cages furnished by others. Contractor shall deliver fabricated rebar cages to drilling location, including spacers.
- 4) Furnish, place, vibrate and cure specified concrete. Form top 3" of pile extending into barrier and strip following workday.
- 5) Pile cap excavation shall be performed prior to piling construction.
- 6) Work shall be performed behind traffic barrier (approx. 12'-13' wide) on I-8 eastbound during day shift per staging plans.
- 7) We specifically exclude survey/layout, drill spoil stockpiling/loading/hauling/disposal, rebar cages, rebar protection, demolition, clearing & grubbing, utility locating, traffic control, protection of roadway, and concrete washout.

Pricing

Item No. 73 - 16" C-I-D-H Concrete Piling (2,200 LF @ \$43.75) \$96,250.00

Adds:

Furnish Reinforcing Steel Cages Delivered to Drilling Locations (2,200 LF @ \$28.10) \$61,820.00
 Additional Equipment Mobilizations (each) \$1,750.00
 Payment and Performance Bond @ 1.5% \$1,443.75

04-20-15 11:04am From-Hazard Construction

T-905 P.003/006 F-150

WFSI - Proposal

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April 2, 2015

Special Conditions

While all inclusions, exclusions, and conditions in the attached WFSI "General Conditions" apply, we wish to specifically emphasize the following exclusions:

- 1) Permits, permission to encroach. WFSI includes OSHA and business permits.
- 2) Material testing and special inspections.
- 3) All weather access and maintenance. Construction benches shall be dry, flat, and firm.
- 4) Patholing, hand excavation, protection, location, removal or relocation of utilities (above and below ground).
- 5) As-built photos and surveys of existing structures/improvements before construction.
- 6) Protection or repair of damage to existing structures/improvements, unless caused by WFSI sole negligence.

We appreciate the opportunity to provide this proposal to you. Please feel free to contact the undersigned with any questions regarding this proposal.

Sincerely,

Western Foundations & Shoring, Inc.



Garry Hove
Chief Estimator

04-20-15 11:04am From-Hazard Construction

T-006 P.004/006 P-150

WFSI - Proposal

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April 2, 2015

GENERAL CONDITIONS

These General Conditions define the scope of work included in our Proposal and shall be attached and become part of the operative contract between General Contractor and WFSI. These General Conditions shall supersede and nullify any conflicting conditions, contractual provisions or statements contained within the operative contract.

Definitions: The "Owner" is hereby defined as "_____". The "General Contractor" is hereby defined as "_____". "WFSI" is hereby defined as "Western Foundations & Shoring, Inc.".

Specific Exclusions: The following items are excluded from WFSI scope of work and are to be performed or furnished by others unless specifically included in our Special Conditions.

- | | |
|-------------------------------------|--|
| Anchor Bolts | Layout and Survey |
| As Built Drawings | Lighting |
| Bond Premiums | Night Time Premium for Concrete |
| Building Permits | Protection of Work after Completion |
| Casing | Pumping Concrete |
| Concrete/Shotcrete Overbreak | Removal of Shoring/Underpinning Elements |
| Concrete Washout & Disposal | Rock Coring or Augering |
| Cribbing | Sandblasting |
| Curing Compound | Sanitary Facilities |
| Dewatering of Site | Shoring of Boils |
| Dowels, Dowel Cages, or Keys | Stripping of Forms |
| Field Engineering | Hoist Dismantling/Removal |
| Forming Above or Below Grade | Utility Locating, Protection, Relocating or Supporting |
| Hand Cleaning of Holes | Water and Electric |
| Hazardous Materials (PPE, Handling) | |

ITEMS TO BE FURNISHED OR PROVIDED BY GENERAL CONTRACTOR / OWNER

Access: For all equipment moving under its own power to each work location, this includes: benches, ramps, mats, or other materials to maintain access throughout the work site.

Clearances: Overhead and swing to over head lines or other structures to maintain legal clearances. Clearance to all other obstructions to allow a swing radius of 25 ft from center pin of equipment.

Continuous Operation: Necessary coordination to provide continuous uninterrupted normal day time operation to allow WFSI to work a standard 40 hour straight work week.

Coordination of Work: Of all other contractors, subcontractors, and material suppliers so as not to hinder, interfere with or delay WFSI's work.

Easements: Or permissions to encroach on adjacent property to install our work.

Storage: On site areas for storage of materials and equipment, and fabrication of materials.

Sump Pits: Tanks or desludging basins for pumping of water or drill fluids located within 100 feet of work area.

Surveys: Pre-work site surveys and reports.

Testing and Inspection: All required soil, concrete, and materials testing. All notifications and scheduling of inspections. All overtime costs and premium for inspectors working beyond normal end of shift.

Traffic Control: Jobsite traffic control and protection this includes: flagmen, flashers, barricades, fences, and handrails. WFSI will provide flagging for our own operation only.

Trash/Debris Removal: WFSI will place trash/debris in dumpsters/receptacles provided by Contractor.

In the event General Contractor and/or Owner fails to furnish the above listed items, General Contractor and/or Owner agrees to be billed via change order for the increased costs, fees and losses of WFSI due to the failure of General Contractor and/or Owner to furnish said items. General Contractor and/or owner agree to pay bill/change order within 30 days.

ADDITIONAL CONDITIONS OF OUR PROPOSAL

Acceptance of Proposal: Within 30 days of bid date.

Acceptance of Work: To be made immediately upon completion of the work item. Changes made after acceptance will be billed as extra work.

Arbitration: In the event that direct negotiation between the parties fails to resolve any controversy, claim or breach arising out of or related to the operative contract within 30 days, such matters shall, at the option of any

04-20-15 11:05am From:Hazard Construction

T-005 P.005/006 F-150

WFSI - Proposal

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April 2, 2015

party, be thereafter submitted to binding arbitration in accordance with the Construction Industry Rules of the American Arbitration Association.

Attorney Fees: In the event legal action must be initiated to enforce payment, the General Contractor/Owner agrees to pay WFSI its reasonable attorney's fees. The payment of attorney's fees shall only apply to payment disputes and no other dispute under the operative contract shall entitle any party to its attorney's fees.

Back Charges: Will not be accepted unless agreed to in writing by an authorized representative of WFSI on a daily basis.

Cap Excavation: Drilling access to shafts shall be provided prior to cap excavation or agreed to in writing. If caps are excavated prior to drilling, WFSI shall not be responsible for cleanup of drill spoils from cap, retinning or fine grading of bottom of cap, or sloughing of sidewalls of cap.

Cutoffs: If tremie placement of concrete is required, WFSI will not be responsible for accuracy of concrete, cutoff more than 1'-0" below drill grade.

Delays: Delays caused by others, delays caused by lack of access, or delays due to man-made obstructions, will be charged for at standard rates.

Extra Work: Extra work and items of work specifically excluded but performed by WFSI shall be invoiced at cost plus 15% markup for overhead and 10% markup for profit.

Insurance: WFSI carries standard Workers Compensation Insurance in the amount of \$1,000,000.00 each occurrence, Auto Insurance as required by law in the amount of \$1,000,000.00 each occurrence and General Liability Insurance in the amount of \$5,000,000.00 each occurrence with \$8,000,000.00 in the aggregate. We include Additional Insured Endorsements for on-going operations, but exclude Additional Insured Endorsements for completed operations. All other forms of insurance (errors and omissions, railroad, long shermen, etc.) or limits other than listed above are excluded, but may be provided for an additional fee if reasonably available on the market.

Liquidated Damages: No Liquidated, consequential or incidental damages shall be assessed without WFSI specifically agreeing to said damages in writing.

Minor Cracking: Unless negligent, WFSI assumes no responsibility or liability for cracking or settlement of any existing streets, sidewalks, curbs, gutters, utilities, pavements, buildings, or any other damages which may occur during the installation of the work, and which may be caused by the work of WFSI, vibration of machinery or equipment.

Move-ins: Unless specifically detailed in the special conditions of the proposal, our quotation is based on performing our work in one continuous uninterrupted operation. In the event WFSI is required to move-in more than once, it will be considered extra work and will be billed at standard rates.

Obstructions: Including man-made which interfere with our work will be considered extra work and will be billed at standard rates. Obstructions are defined as: any material which cannot be drilled at the rate of 2 feet in 5 minutes with a conventional earth auger and/or requires the use of rock augers, coring tools, air tools, blasting, hand excavation, and/or other methods of excavating.

Payments: During work progress payments are to be made monthly. These progress payments shall include costs for all materials purchased and/or fabricated but not installed. Interest will be charged on all past due amounts over 30 days at the rate of 10% per annum. Full payment (including retention) for our work is to be made within 25 days after substantial completion of our work. If there are phases or if there is a break in continuity of the work exceeding 25 days, retention for all work preceding the break in continuity shall be immediately due and payable on the 25th day.

Placement of Concrete: All Concrete for drilled shafts is to be placed per ACI 336.1 which specifies free fall of concrete.

Reinforcing Cages: Furnishing of all reinforcing steel is excluded unless specifically mentioned in our Special Conditions. When WFSI agrees to hoist reinforcing steel cages, the cages are to be furnished and tied adjacent to the drill locations suitable for hoisting by the drill rig positioned over the hole. All cages will be adequately tied with spacers attached and adequately braced so they will retain their shape during handling and placing operations. Unless specifically included in our Special Conditions reinforcing cages will be placed minus column/plu extensions. Guying or tying of exposed portions of reinforcing cage is excluded.

Termination: Work shall begin within 90 days of bid date. If not, the proposal or operative contract will be subject to termination or escalations charges due to increased costs.

Tolerances: Cast-In-Drilled-Hole Piles: +/-3 inches from plan location; +/- 2% from plumb. ~~Sidder Piles: tolerance from plan location +/- 3 inches at any point on the pile. Notification of repairs to maintain specified tolerance shall be made in writing to WFSI prior to installation of the logging.~~

Indemnification: WFSI shall indemnify but not defend Owner and/or Contractor, for claims of death or bodily injury to person, injury to property, or any other loss, damage, or expense to the extent the claims arise out of the scope of work of WFSI pursuant to the construction contract, except WFSI shall not indemnify or defend the Owner and/or General Contractor to the extent the claims arise out of, pertain to, or relate to the active negligence or willful misconduct of the Owner, General Contractor, contractor, construction member, or other subcontractor, or their other agents, other servants, or other independent contractors, or for defects in design furnished by those persons, or to the extent the claims do not arise out of the scope of work of WFSI pursuant

04-20-15 11:06am From-Hazard Construction

T-005 P.006/006 F-150

WFSI - Proposal

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to the construction contract. Furthermore, the extent of such indemnity shall be limited only to WFSI's proportionate share of fault causing the claim and shall not be joint liability. Lastly, WFSI shall not indemnify or defend Owner and/or Contractor for any claims related to design or any claims related to adjacent properties.

Steel Exception: Our proposal is based on current prices and surcharges for steel types and shapes necessary for our work as posted and made publicly available by West Coast Steel Suppliers. Any increases in the price of the steel ordered by WFSI, or any additional surcharges imposed on the steel ordered by WFSI 30 days after the proposal date shall result in a corresponding dollar-for-dollar increase in the contract price.

Western Foundations & Shoring, Inc.

By: Gary Hove

Title: Chief Estimator

Signature: 

Date: 4/2/2015

(General Contractor)

By: (Print) _____

Title: _____

Signature: _____

Date: _____



April 1, 2015

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

Phone: (858) 536-3100
Fax: (858) 586-0164

Email: estimating@coffmanspecialties.com

Attn: Estimating

RE: CALTRANS CONTRACT NO. 11-405504
I-8 Waring Road to College Avenue
San Diego, California

Bid No. 0315-067

Subject: 16" Cast-In-Drilled-Hole Concrete Piling "Partial"

Estimating,

Western Foundations & Shoring, Inc. (WFSI) proposes to furnish the labor, equipment, and materials in order to install the 16" Cast-In-Drilled-Hole Concrete Piling in accordance with the following:

Acknowledgement

- 1) Contract Plans and Specifications prepared by Caltrans.
- 2) Addendum No. 1 through 5 prepared by Caltrans.
- 3) Non-Union, Prevailing Wage, Certified Small Business Enterprise "SBE".
- 4) Department of Industrial Relations Registration #1000007693.
- 5) Attached WFSI "General Conditions", 3 pages.
- 6) WFSI "Scope of Work" referenced below.

Scope of Work – Item No. 68 – 16" Cast-In-Drilled-Hole Concrete Piling

- 1) One (1) equipment mobilization to jobsite.
- 2) Drill 135 shafts - 16" diameter at 16' deep with track mounted drilling equipment.
- 3) Set reinforcing steel cages furnished by others. Contractor shall deliver fabricated rebar cages to drilling location, including spacers.
- 4) Furnish, place, vibrate and cure specified concrete. Form top 3" of pile extending into barrier and strip following workday.
- 5) Pile cap excavation shall be performed prior to piling construction.
- 6) Work shall be performed behind traffic barrier (approx. 12'-13' wide) on I-8 eastbound during day shift per staging plans.
- 7) We specifically exclude survey/layout, drill spoil stockpiling/loading/hauling/disposal, rebar cages, rebar protection, demolition, clearing & grubbing, utility locating, traffic control, protection of roadway, and concrete washout.

Pricing

Item No. 73 - 16" C-I-D-H Concrete Piling (2,200 LF @ \$48.00) \$105,600.00

Adds:

Additional Equipment Mobilizations (each) \$1,750.00
Payment and Performance Bond @ 1.5% \$1,443.75

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April 1, 2015

Special Conditions

While all inclusions, exclusions, and conditions in the attached WFSI "General Conditions" apply; we wish to specifically emphasize the following exclusions:

- 1) Permits, permission to encroach. WFSI includes OSHA and business permits.
- 2) Material testing and special inspections.
- 3) All weather access and maintenance. Construction benches shall be dry, flat, and firm.
- 4) Potholing, hand excavation, protection, location, removal or relocation of utilities (above and below ground).
- 5) As-built photos and surveys of existing structures/improvements before construction.
- 6) Protection or repair of damage to existing structures/improvements, unless caused by WFSI sole negligence.

We appreciate the opportunity to provide this proposal to you. Please feel free to contact the undersigned with any questions regarding this proposal.

Sincerely,

Western Foundations & Shoring, Inc.



Garry Hove
Chief Estimator

WFSI - Proposal

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April 1, 2015

GENERAL CONDITIONS

These General Conditions define the scope of work included in our Proposal and shall be attached and become part of the operative contract between General Contractor and WFSI. These General Conditions shall supersede and nullify any conflicting conditions, contractual provisions or statements contained within the operative contract.

Definitions: The "Owner" is hereby defined as "_____". The "General Contractor" is hereby defined as "_____". "WFSI" is hereby defined as "Western Foundations & Shoring, Inc.".

Specific Exclusions: The following items are excluded from WFSI scope of work and are to be performed or furnished by others unless specifically included in our Special Conditions.

Anchor Bolts	Layout and Survey
As Built Drawings	Lighting
Bond Premiums	Night Time Premium for Concrete
Building Permits	Protection of Work after Completion
Casing	Pumping Concrete
Concrete/Shotcrete Overbreak	Removal of Shoring/Underpinning Elements
Concrete Washout & Disposal	Rock Coring or Augering
Cribbing	Sandblasting
Curing Compound	Sanitary Facilities
Dewatering of Site	Shoring of Bells
Dowels, Dowel Cages, or Keys	Stripping of Forms
Field Engineering	Tieback Disengaging/Removal
Forming Shafts Above or Below Grade	Utility Locating, Protection, Relocating or Supporting
Hand Cleaning of Holes	Water and Electric
Hazardous Materials (PPE, Handling)	

ITEMS TO BE FURNISHED OR PROVIDED BY GENERAL CONTRACTOR / OWNER

Access: For all equipment moving under its own power to each work location, this includes: benches, ramps, mats, or other materials to maintain access throughout the work site.

Clearances: Overhead and swing to over head lines or other structures to maintain legal clearances. Clearance to all other obstructions to allow a swing radius of 25 ft from center pin of equipment.

Continuous Operation: Necessary coordination to provide continuous uninterrupted normal day time operation to allow WFSI to work a standard 40 hour straight work week.

Coordination of Work: Of all other contractors, subcontractors, and material suppliers so as not to hinder, interfere with or delay WFSI's work.

Easements: Or permissions to encroach on adjacent property to install our work.

Storage: On site areas for storage of materials and equipment, and fabrication of materials.

Sump Pits: Tanks or desilting basins for pumping of water or drill fluids located within 100 feet of work area.

Surveys: Pre-work site surveys and reports.

Testing and Inspection: All required soil, concrete, and materials testing. All notifications and scheduling of inspections. All overtime costs and premium for inspectors working beyond normal end of shift.

Traffic Control: Jobsite traffic control and protection this includes: flagmen, flashers, barricades, fences, and handrails. WFSI will provide flagging for our own operation only.

Trash/Debris Removal: WFSI will place trash/debris in dumpsters/receptacles provided by Contractor.

In the event General Contractor and/or Owner fails to furnish the above-listed items, General Contractor and/or Owner agrees to be billed via change order for the increased costs, fees and losses of WFSI due to the failure of General Contractor and/or Owner to furnish said items. General Contractor and/or owner agree to pay bill/change order within 30 days.

ADDITIONAL CONDITIONS OF OUR PROPOSAL

Acceptance of Proposal: Within 30 days of bid date.

Acceptance of Work: To be made immediately upon completion of the work item. Changes made after acceptance will be billed as extra work.

Arbitration: In the event that direct negotiation between the parties fails to resolve any controversy, claim or breach arising out of or related to the operative contract within 30 days, such matters shall, at the option of any

WFSI - Proposal

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April 1, 2015

party, be thereafter submitted to binding arbitration in accordance with the Construction Industry rules of the American Arbitration Association.

Attorney Fees: In the event legal action must be initiated to enforce payment, the General Contractor/Owner agrees to pay WFSI its reasonable attorney's fees. The payment of attorney's fees shall only apply to payment disputes and no other dispute under the operative contract shall entitle any party to its attorney's fees.

Back Charges: Will not be accepted unless agreed to in writing by an authorized representative of WFSI on a daily basis.

Cap Excavation: Drilling access to shafts shall be provided prior to cap excavation or agreed to in writing. If caps are excavated prior to drilling, WFSI shall not be responsible for cleanup of drill spoils from cap, retrimming or fine grading of bottom of cap, or sloughing of sidewalls of cap.

Cutoffs: If tremie placement of concrete is required, WFSI will not be responsible for accuracy of concrete cutoff more than 1'-0" below drill grade.

Delays: Delays caused by others, delays caused by lack of access, or delays due to man-made obstructions will be charged for at standard rates.

Extra Work: Extra work and items of work specifically excluded but performed by WFSI shall be invoiced at cost plus 15% markup for overhead and 10% markup for profit.

Insurance: WFSI carries standard Workers Compensation Insurance in the amount of \$1,000,000.00 each occurrence, Auto Insurance as required by law in the amount of \$1,000,000.00 each occurrence and General Liability Insurance in the amount of \$5,000,000.00 each occurrence with \$6,000,000.00 in the aggregate. We include Additional Insured Endorsements for on-going operations, but exclude Additional Insured Endorsements for completed operations. All other forms of insurance (errors and omissions, railroad, long shermen, etc.) or limits other than listed above are excluded, but may be provided for an additional fee if reasonably available on the market.

Liquidated Damages: No Liquidated, consequential or incidental damages shall be assessed without WFSI specifically agreeing to said damages in writing.

Minor Cracking: Unless negligent, WFSI assumes no responsibility or liability for cracking or settlement of any existing streets, sidewalks, curbs, gutters, utilities, pavements, buildings, or any other damages which may occur during the installation of the work, and which may be caused by the work of WFSI, vibration of machinery or equipment.

Move-Ins: Unless specifically detailed in the special conditions of the proposal, our quotation is based on performing our work in one continuous uninterrupted operation. In the event WFSI is required to move-in more than once, it will be considered extra work and will be billed at standard rates.

Obstructions: Including man-made which interfere with our work will be considered extra work and will be billed at standard rates. Obstructions are defined as: any material which cannot be drilled at the rate of 2 feet in 5 minutes with a conventional earth auger and/or requires the use of rock augers, coring tools, air tools, blasting, hand excavation, and/or other methods of excavating.

Payments: During work progress payments are to be made monthly. These progress payments shall include costs for all materials purchased and/or fabricated but not installed. Interest will be charged on all past due amounts over 30 days at the rate of 10% per annum. Full payment (including retention) for our work is to be made within 25 days after substantial completion of our work. If there are phases or if there is a break in continuity of the work exceeding 25 days, retention for all work preceding the break in continuity shall be immediately due and payable on the 26th day.

Placement of Concrete: All Concrete for drilled shafts is to be placed per ACI 336.1 which specifies free fall of concrete.

Reinforcing Cages: Furnishing of all reinforcing steel is excluded unless specifically mentioned in our Special Conditions. When WFSI agrees to hoist reinforcing steel cages, the cages are to be furnished and tied adjacent to the drill locations suitable for hoisting by the drill rig positioned over the hole. All cages will be adequately tied with spacers attached and adequately braced so they will retain their shape during handling and placing operations. Unless specifically included in our Special Conditions reinforcing cages will be placed minus column/pile extensions. Guying or tying of exposed portions of reinforcing cage is excluded.

Termination: Work shall begin within 90 days of bid date. If not, the proposal or operative contract will be subject to termination or escalations charges due to increased costs.

Tolerances: Cast-In-Drilled-Hole Piles: +/- 3 inches from plan location, +/- 2% from plumb. ~~Soldier Piles; tolerance from plan location +/- 2 inches at any point on the pile. Notification of repairs to maintain specified tolerance shall be made in writing to WFSI prior to installation of the logging.~~

Indemnification: WFSI shall indemnify but not defend Owner and/or Contractor, for claims of death or bodily injury to person, injury to property, or any other loss, damage, or expense to the extent the claims arise out of the scope of work of WFSI pursuant to the construction contract, except WFSI shall not indemnify or defend the Owner and/or General Contractor to the extent the claims arise out of, pertain to, or relate to the active negligence or willful misconduct of the Owner, General Contractor, contractor, construction member, or other subcontractor, or their other agents, other servants, or other independent contractors, or for defects in design furnished by those persons, or to the extent the claims do not arise out of the scope of work of WFSI pursuant

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to the construction contract. Furthermore, the extent of such indemnity shall be limited only to WFSI's proportionate share of fault causing the claim and shall not be joint liability. Lastly, WFSI shall not indemnify or defend Owner and/or Contractor for any claims related to design or any claims related to adjacent properties.

Steel Escalation: Our proposal is based on current prices and surcharges for steel types and shapes necessary for our work as posted and made publicly available by West Coast Steel Suppliers. Any increases in the price of the steel ordered by WFSI, or any additional surcharges imposed on the steel ordered by WFSI 30 days after the proposal date shall result in a corresponding dollar-for-dollar increase in the contract price.

Western Foundations & Shoring, Inc.

By: Gary Hove _____

Title: Chief Estimator _____

Signature:  _____

Date: 4/1/2015 _____

(General Contractor)

By: (Print) _____

Title: _____

Signature: _____

Date: _____



COFFMAN SPECIALTIES, INC.
GENERAL AND ENGINEERING CONTRACTORS

FAX TRANSMISSION

DATE: April 22, 2015

PROJECT: Contract No. 11-405504; Rte. 8 Waring Road

SUBJECT: Coffman Protest

TRANSMIT THE FOLLOWING COPIES TO:

NAME: JOHN C. MCMILLAN, Deputy Division Chief

COMPANY: Caltrans Office Engineer

FAX NUMBER: (916) 227-6282

TOTAL NUMBER OF PAGES 14 INCLUDING TRANSMITTAL SHEET.

ORIGINAL TO FOLLOW VIA U.S. MAIL

MESSAGE OR SPECIAL INSTRUCTIONS:

Please see the attached letter from Coffman Specialties, Inc. written in response to Hazard Construction's reply to Coffman's bid protest.

For your convenience, Hazard's responsive letter, including the subcontractor revised quote to Hazard, and the same subcontractor's quote to Coffman Specialties, are included with this correspondence.

This correspondence with attachments will also be sent via e-mail (but not U.S. Mail).

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

SIGNED: Angela J. Soldner, Esq.

CC: _____

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



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