



O.C. Jones & Sons, Inc.
General Engineering Contractor

September 13, 2016

Via Facsimile 916-227-6282

Jill Y. Sewell
Office Chief, Office Engineer, Construction Contract Awards
Division of Engineering Services
California Department of Transportation
1727 30th Street, MS - 43
P. O. Box 168041
Sacramento, CA 95816-8041

Regarding: **Contract 01-0B5004**
01-Men-101-3.8,5.3
Bid Opened August 25th, 2016

Subject: Response to Bid Protest Letter dated September 8th, 2016

Dear Ms. Sewell,

O. C. Jones & Sons, Inc. (OCJ) is the lowest responsive bidder on the California Department of Transportation (CT) Contract 01-0B5004. OCJ is in receipt of Granite Construction Company's (GCC) protest letter and offers the following response:

OCJ is using R & B Protective Coatings (R&B) to shop clean and paint soldier piling as required for the project. R&B is SSPC-QP 3 certified (attachment 1) pursuant to section 59-2.01A and section 59-2.01C(2) of the special provisions. OCJ relied on R&B's quote (attachment 2) to furnish the shop painted soldier piles to the project in conformance with the project specifications. All of R&B's clean and paint work will be done off-site, in a shop. R&B's quote dated August 24, 2016 states:

"R&B is a supplier, not a subcontractor, and should be treated as such on this project."

The proposal also states "The proposal does not include any field work."

Furthermore, no portion of R&B's proposed scope will be performed onsite. The California Department of Transportation, Construction Manual dated September, 2014, chapter 8-104F, *Work performed by vendors, supplier, and fabricators*, states:

Suppliers and Fabricator of material who are not subcontractors and who do not work at the job site other than delivering materials are not subject to the contract labor requirements. However, a supplier or fabricator is a subcontractor subject to the labor provisions for that portion of the work performed at the job site. For instance:

1520 Fourth Street, Berkeley, California 94710-1774 Phone: (510)526-3424
FAX: Estimating - (510) 526-0990 License Number 759729
AN EQUAL OPPORTUNITY EMPLOYER

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9/13/2016

Shop work during fabrication of structural steel is not subject to the contract labor requirements. The contract labor provisions cover any structural steel work performed subsequent to delivery of material to the job site even though shop personnel may perform it. This includes repair of damaged or defective work, as well as normal installation or erection.

Based on R&B's proposal and the provisions set forth in the California Department of Transportation, Construction Manual dated September, 2014, R&B is not a subcontractor and the Public Contract Code required listing of proposed subcontractors does not apply.

For the purposes of this argument, it should also be noted that the GCC protest states that GCC is utilizing Certified Coatings Company (CCC) to perform the Clean and Paint work. To our knowledge CCC has a SSPC-QP 1 certification, but may not have a SSPC-QP 3 certification. Section 59-2.01C(2) of the Special Provisions requires a SSPC-QP 3 (Enclosed Shop) certifications. In essence, the Special Provisions are requiring the Clean and Paint work to be done in an enclosed (off site) shop (attachment 5).

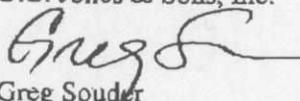
In response to GCC's other point of protest, the listing of a subcontractor performing work over ½ of 1% of the contract amount (\$63,957), OCJ offers the following response:

GCC is correct in stating that field painting will be required at field splices and welding areas of the soldier piles. There is a need for onsite painting for the patching of the splices, and OCJ intends to use Jeffco Painting and Coating, Inc. (SSPC-QP 1 & 2) for this work. Jeffco Painting's quote for the field paint work (attachment 3 & 6) is valued at \$25,000, which is far below the required listing percentage of ½ of 1%, or \$63,957.

As a final argument, the issue of listing a shop-painting supplier was already argued and resolved by CT in 2012 on Contract 05-1A7104. In this case, RGW made a similar protest against Condon-Johnson. In a letter dated 7-24-2012 (attachment 4), CT determined that R&B Protective Coatings was acting as a supplier, not a subcontractor, and did not have to be listed as such.

Based on our response to the GCC protest, we request that CT reject the protest and proceed with the award of the 01-0B5004 contract to O.C. Jones & Sons, Inc., the lowest responsive bidder.

Sincerely,
O.C. Jones & Sons, Inc.


Greg Souder
Secretary

cc: Mulissa Smith, Contract Awards Branch Chief

Attachments:

- R&B Certification (1)
- R&B Quotation (2)
- Jeffco Quotation (3)
- CT letter dated 7-24-16 (4)
- Page 39 Special Provisions (5)
- Jeffco Painting SSPC- QP Certs (6)

1520 Fourth Street, Berkeley, California 94710-1774 Phone: (510)526-3424

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R&B Protective Coatings, Inc.

of Linden, CA

*has met or exceeded the requirements set forth in the
SSPC Painting Contractor Certification Program for*

**SHOP APPLICATION OF
PROTECTIVE COATINGS
SSPC-QP 3**

Enclosed Shop



Larry Rip Vermon
.....
President, SSPC

March 31, 2016 – March 31, 2017

.....
Validation Period

Owners are advised to contact SSPC at 412-281-2331 ext. 2235 or ext. 2209 to verify authenticity of certification.



Attachment 1



PROPOSAL

DATE: August 24, 2016
 TO: O.C. Jones & Sons, Inc.
 ATTN: Jean Sicard
 FROM: Nick Joaquin
 PHONE NUMBER: (209) 887-2030
 E-MAIL: nick@rb-protectivecoatings.com
 WEB SITE: www.rb-protectivecoatings.com

attachment 2

PROJECT: CT 01-0B5004

SURFACE PREPARATION: SSPC-SP10 Near White Blast Clean

COATING SYSTEM: Apply one coat Solvent Based Inorganic Zinc @ 4 to 8 mils total D.F.T.
 (when measured in accordance with SSPC-PA2, Level 5)

QUANTITY: 104 - Double W14x53# Steel Soldier Pile, 9,244 total lineal feet per contract documents

PRICE: 1. BID ITEM 102 - Clean and Undercoat Fabricated Soldier Pile, 100%	\$265,910.00
2. FABRICATION - Provide and Install 3/4"Ø x 6" Headed Studs (approx. 8,710 studs)	\$123,525.00
3. FREIGHT - Provide Freight to Jobsite from R&B's Facility (13 loads @ 60' max., 11 loads @ 75' max., 2 loads @ 105' max.)	\$ 40,000.00

Note: The pricing above includes all applicable material sales tax and R&B's services are not taxable. Therefore, there is no need to add any additional taxes to this project proposal

With payment to be made as follows: Net Thirty (30) Days

R&B reserves the right to modify the payment terms for any reasons associated with the project

COMMENTS: The proposal does not include any field work. All testing to be performed at R&B's Facility. Fabrication pricing does not include 3rd Party Inspection and is based on being performed at R&B's facility prior to coating if allowed by project construction. The freight price includes one hour for unloading at the jobsite. Should additional standby time be required, it will be billed accordingly at \$95.00 per hour. Freight price is based on max weight loads at the lengths listed above. The jobsite is to be accessible with a standard CA legal tractor semi-trailer. Contractor is to provide sufficient turn around space or offer an alternative drop zone. Delivery is to be made on Route 101. R&B is not responsible for any inaccessible areas or rust leaching caused by inaccessible areas. The price does not include any allowance for third party inspection. Any testing beyond R&B's Standard Quality Control of PA-2 will be done at R&B's Facility on a change order basis. Pricing is based on processing straight run knockdown structural steel, unless otherwise notified prior to quoting. The quoted pricing is based on processing full loads or all project steel in a process run. Piecemeal processing is subject to additional costs. All rack marks are to be touched up in accordance with R&B's standard packaging. The price does not include conditioning of thermal cut edges (TCEs) or knife edges produced by others. Any work performed beyond that directly stated above will be done so on a change order basis. The price does not include any surface preparation of R&B's shop applied primer prior to additional coats applied in the field. The surface preparation of the shop applied coatings required for field applied coats is the responsibility of the field painter. Primer only systems should be protected or top coated within Manufacturer's Recommendations. R&B welcomes and encourages owner's acceptance and / or 3rd party inspection provided by others at our facility. Any coating defects identified by the contractor after leaving R&B's facility that are deemed to be the responsibility of R&B will be shipped back to R&B's Facility by the contractor at the contractor's expense for the necessary repairs. R&B will only warranty the application of the coating to be applied in accordance with the manufacturer's recommendations and the project specifications provided and does not apply any warranty to the coating material or its intended use. Any warranties applied to this proposal are for a duration of One (1) Year from the date of R&B's Final QC. Any warranties beyond One (1) Year will need to be discussed, priced and issued prior to work performed. Price does not include a dunnage surcharge for any dunnage provided by R&B for shipping painted steel. R&B will make all efforts to meet our customer's delivery requirements. However, R&B is not a party to onsite requirements and assumes no responsibility for jobsite delays, back-charges, adverse weather conditions and all inconveniences for final erection and installation. Schedules will be binding only if R&B receives a written delivery schedule in a timely fashion prior to coating, and concurs to meet the submitted schedule in writing. Contractor will pay interest at the rate of 1.5% monthly on all overdue balances. R&B is a supplier, not a subcontractor, and should be treated as such on this project. All work is to be performed on a simple Purchase Order only. Delivery of steel to R&B or notice to proceed for said work acts as full acceptance of this proposal. Acceptance of this proposal makes this document legally binding. This document shall supersede any additional documents and purchase orders that are not agreed upon in writing. This proposal may be withdrawn by R&B if not accepted within 30 days. Contractor will pay all attorney fees & costs needed to collect overdue balances.

ACCEPTANCE OF PROPOSAL

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be as outlined above.

Accepted by: _____ Date: _____
 Signature: _____

R&B will package all painted steel in order to minimize shipping damage, and whether or not R&B is providing freight to the jobsite, R&B will not be held responsible for any shipping or handling damage, such as dunnage or strapping marks, erection damage or damage caused by shipping unsecured paint due to constricted schedules, and will follow the guidelines set forth in SSPC PA-1, Section 8.3. Shop Applied Coatings will require Touch-Up after installation, provided by others.
 I have read and fully understand the above regarding possible damage to coated steel.

Initial _____

Jeffco Painting and Coating, Inc.
P.O. Box 1888, Vallejo, CA 94590
1260 Railroad Ave. Vallejo, CA 94592
(707) 562-1900
FAX (707) 562-1907
California License No. 364702

attachment 3
p 1 of 2

Date: 8-22-16

To: Estimating

Company: O.C. Jones

Fax: jslcard@ocjones.com

Job: Peta Creek - Contract #01085004

Sections Bidding:

- 00000 Sheet Pile (Splice Weld Coating Touch Up Only)

Clarifications:

- Quote is based on touch up coatings at a total of fifty two (52) locations. Each location is based on a total square footage of no more than twelve (12) square feet per location, for a total average of no more than 625 square feet total.
- Quote is based on favorable weather. Quote does not include weather enclosures and climate control for surfaces that are to receive coatings.
- Quote based on performing touch up prior to installation.
- Pricing based on a T&M basis not to exceed.

Exclusions:

- Weather Enclosures, Heating or Dehumidification of surfaces that are to receive coatings.
- Buried Piping and appurtenances.
- Moving or Handling of sheet piles to facility painting.
- Removal or Re-Installation of improperly applied shop coatings.
- Lead Abatement or Removal, if necessary.
- Any other surfaces of the sheet piles, besides touch up at the splice welds.
- Weekends and Overtime.
- Bonds. (if necessary, add 1.3% to base bid.)

GENERAL TERMS AND CONDITIONS:

- This proposal to be accepted within 30 days after award of contract.
- This scope and proposal are to be made part of the subcontract issued to Jeffco.
- Bid is to be accepted for total dollars bld, not divided or without estimator agreement.
- With award of contract, Jeffco will need an estimated time schedule for our work. This will make sure we get submittals submitted and manpower reserved.
- Jeffco will need notification of all change orders issued on this project.
- Pricing for this quote is based on straight time hours.
- Indemnification and pollution insurance is limited to the terms of our insurance coverage and a maximum of \$10 million.
- Jeffco is a certified DVBE Contractor. #1592120
- Jeffco is registered with the D.I.R. /Registration # 1000001665
- Current Jeffco EMR is .60 and TIR is 0.
- Job site security by general contractor.
- Jeffco is signatory to the Painters Union/District Council 16
- Jeffco is a QP 1 & 2 Certified Contractor.

Base Bld:

- Fifty two (52) splice weld locations: Time and Material, not to exceed \$25,000.00

Should you have any questions, please call.

Thanks,

Mike Doull

Mike Doull,
Estimator

DEPARTMENT OF TRANSPORTATION
 DIVISION OF ENGINEERING SERVICES
 OFFICE ENGINEER, MS 43
 1727 30th STREET
 P. O. BOX 168041
 SACRAMENTO, CA 95816-8041
 PHONE (916) 227-6300
 FAX (916) 227-6282
 TTY 711



*Flex your power!
 Be energy efficient!*

attachment 4

July 24, 2012

Facsimile: (925) 961-1925

Tim Ross, Estimator
 RGW Construction, Inc.
 550 Greenville Road
 Livermore, CA 94550

05-1A7104
 05-SCr-17-11.0
 B.O. 5/30/12

Dear Mr. Ross:

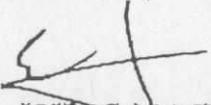
The California Department of Transportation (Caltrans) received the attached letters dated June 14, 2012 and June 22, 2012 from RGW Construction, Inc. (RGW) protesting the award of Contract 05-1A7104 to Condon Johnson & Associates, Inc. (CJA). RGW's protest alleges CJA should have listed R & B Protective Coatings (R&B) on the Subcontractor list for performing work that is in excess of 1/2 of 1 percent of the total bid or \$10,000, whichever is greater be listed at time of bid. RGW requests the Department find CJA's bid non-responsive.

Caltrans requested CJA respond to RGW's protest and CJA's response is attached. Caltrans reviewed the protest and CJA's response and finds that R & B is acting as a supplier and not a subcontractor and no portion of R & B's proposed scope of work will be performed onsite.

Based on the above, Caltrans finds RGW's protest lacks merit and will award the contract to CJA.

If you have any questions, please contact David Neumann, Contract Awards Branch Chief, at (916) 227-6285.

Sincerely,


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

Attachment

"Caltrans improves mobility across California"

59 PAINTING

Add to section 59-2.01A:

Clean and paint the structures shown in the following table with the coating system specified:

Bridge name and number	Work description	Coating system
Peregrine Slide Retaining Wall Br No 10E0036 Formoli Slide Retaining Wall Br No 10E0037	Clean, blast clean, and paint new steel soldier piling.	Zinc

Replace "Reserved" in section 59-2.01C(2) with:

Submit proof of each required SSPC-QP certification as specified in section 8-1.04C. Required certifications are as follows:

1. AISC-420-10/SSPC-QP 3 (Enclosed Shop)

Replace "stain" in the 1st paragraph of section 59-7.01A(3) of the RSS for section 59-7 with: stain and sealer

Add to section 59-7.01B(2) of the RSS for section 59-7:

The stain must consist of at least 5 stain colors. The stain colors must be from the same manufacturer.

Replace "Reserved" in section 59-7.01B(3) of the RSS for section 59-7 with:

Sealer must be:

1. From the same manufacturer as that of the stain
2. Compatible with the stain and the shotcrete surface
3. Clear and colorless and have a matte finish when dry

Add to section 59-7.01C(1):

Before sealing the stained shotcrete surface, the surface must be exposed to sunlight for at least 7 days after staining.

After the stained surface is authorized, prepare the surface and apply the sealer under the manufacturer's instructions. Apply the sealer uniformly with at least 2 coats or as instructed by the manufacturer.

Replace "preparing and staining" in the 2nd sentence of the 1st paragraph of section 59-7.02A(3)(c) of the RSS for section 59-7 with:

preparing, staining, and sealing

Add to the list in the 1st paragraph of section 59-7.02A(3)(c) of the RSS for section 59-7:

5. Manufacturer and finish of the sealer that will be applied

attachment 6
p 1 of 2



Jeffco Painting & Coating, Inc.
of
Vallejo, CA

*has met or exceeded the requirements set forth in the
SSPC Painting Contractor Certification Program for*

**FIELD APPLICATION OF COATINGS
COMPLEX STRUCTURES
SSPC-QP1**



Larry DeLeon

.....
President, SSPC

March 31, 2016 – March 31, 2017

.....
Validation Period

Owners are advised to contact SSPC at 412-281-2331 ext. 2235 or ext. 2209 to verify authenticity of certification.



attachment 6
p 2 of 2



Jeffco Painting & Coating, Inc.

of
Vallejo, CA

has met or exceeded the requirements set forth in the
SSPC Painting Contractor Certification Program for

**INDUSTRIAL HAZARDOUS
PAINT REMOVAL
SSPC-QP2**

"A"

Category

March 31, 2016 – March 31, 2017

Validation Period

President, SSPC



Owners are advised to contact SSPC at 412-281-2331 ext. 2235 or ext. 2209 to verify authenticity of certification.

O.C. JONES & SONS, INC.
GENERAL ENGINEERING CONTRACTOR
1520 FOURTH STREET
BERKELEY, CA 94710-1774
PHONE (510) 526-3424 FAX (510) 526-0990

FACSIMILE TRANSMITTAL SHEET

TO: Jill Y. Sewell, Office Chief, Office Engineer	FROM: Greg Souder
COMPANY: Construction Contract Awards Department of Transportation, Div. of Eng. Services, Office Engineer	DATE: 09-13-16
FAX NUMBER: 916-227-6282	TOTAL NO. OF PAGES INCLUDING COVER: 11
PHONE NUMBER:	SENDER'S REFERENCE NUMBER:
RE: 01-0B5004 DOB: 08-25-2016 Bid Protest Response	YOUR REFERENCE NUMBER:

URGENT FOR REVIEW PLEASE COMMENT PLEASE REPLY PLEASE RECYCLE

NOTES/COMMENTS:

Thank you.

GS

Greg Souder
Estimating Manager, Secretary
O.C. Jones & Sons, Inc.
510-809-3430 - direct line
Ph (510) 526-3424 Fax (510) 526-0990
E-mail: gsouder@ocjones.com