

3055 Alvarado St. Suite 110. San Leandro, CA 94577
Phone: 510-357-ARAM - Fax: 510-373-2333 – Art: 510-499-6678 (m)
C-10 License #978810. Cert. Micro SB #1751537. Alameda Co. SLEB #14-00038.
DIR Registration # 1000000489

BID PROTEST

Date: 05/07/2015

Bid Date: 05/07/2015

Re: Wood Middle School Baseball Field Pole Lights
Project No.: 6119-52. Arch Project No.: 1341.0

To: Alameda Unified School District
2060 Challenger Drive.
Alameda, CA 94501

and

Columbia Electric, Inc.
1980 David Street.
San Leandro, CA 94577

We hereby protest against Columbia Electric, Inc. as we have probable cause for them to be considered non responsive bidders. Columbia Electric, Inc. failed to list a Drilling specialty classification licensed contractor for that scope of work.

The project scope consists of drilling and site dewatering work that requires a specialty classified contractor, classification D09, to be listed in the subcontractors list which Columbia Electric, Inc. failed to do so. Per the specifications and Geotechnical Engineering Investigation by Miller Pacific Engineering Group, groundwater is observed to rise at approximately 8 feet in depth. At 15 feet in depth (required per Musco specifications) the volume of groundwater increases requiring special drilling and a casing to ensure the piers are properly placed. As stated by Miller Pacific, "*Groundwater was observed at approximately 8 feet below the ground surface in each of the three borings shortly after the completion of the drilling.*"

Per the Geotechnical Engineering Investigation by Miller Pacific Engineering Group it further states *"We recommend the light standards to be supported on a deep foundation system, such as drilled piers."* Again, this scope of work requires a specialty licensed subcontractor, D09, which Columbia Electric, Inc. has failed to list on their designated subcontractors list.

Further, the work required by the specialty licensed contractor is greater than 0.5% and therefore is required to be listed per the specifications outlined in Instructions to Bidders, Document 002113-2, bullet b, that reads: *"Bidders must submit with the Bid the Designated Subcontractors List for those subcontractors who will perform any portion of Work, including labor, rendering of service, or specially fabricating and installing a portion of the Work or improvement according to detailed drawings contained in the plans and specifications, in excess of one half of one percent (0.5%) of total Bid. Failure to submit this list when required by law shall result in Bid being deemed non-responsive and the Bid will not be considered."*

Based on Columbia Electric, Inc's bid amount of \$ 91,500.00, the specialty subcontractor would have quoted less than \$457.50 to perform the scope of work. Per the attached quote we received, the amount is over by more than \$6,000.00 resulting in a bid percentage of roughly 7.5% or 7% higher than the requirements outlined in the specifications, document 002113-2.

Columbia Electric, Inc. failed to comply with the requirements outlined in the specifications for their bids to be considered responsive. Therefore Columbia Electric, Inc. should be disqualified from this bid making ARAM Electric, Inc. the apparent low bidder. Any questions or comments in regards to this bid protest can be directed to us at the information listed above.

Thank You,


Arturo Ramirez, President

West Coast Drilling, Inc.

Facsimile Cover Sheet

To: James Hadmin
Company: Aram Electrical

Phone:
Fax:

From: Bill Lamont
Company: West Coast Drilling
Phone: 510-245-0556
Fax: 510-245-0559

Date : 5-7-15
Pages including this 4
cover page:

Comments:

West Coast Drilling, Inc.
P.O. Box 254
Pinole, CA 94564
License #664239

PROPOSAL

Page 1 of 3 pages
Job Name: Wood Middle School
Location: Alameda
Date: 5-7-15

WEST COAST DRILLING[WCD] submits the following proposal for your review. The scope of work indicated below is the basis of our pricing. Should you wish to revise the scope please indicate your intent prior to submitting your quotation so that we may address any cost differences.

SCOPE OF WORK

This is a quote to drill and case only the following:

4 piers, 30" dia. x 15' deep

Price: \$6500.00

Special Clarifications:

West Coast Drilling will require access, including firm level benches for the Drill Rig. The General Contractor shall provide clearly marked layout for each drilled pier location.

1. Overhead wires to be removed by general contractor.
2. Continuous spoil removal during drilling operation to be done by others.
3. Spoil off-haul to be done by general contractor.
4. Traffic control to be provided by general contractor.
5. All casing will be removed from pier. If casing is left in pier, cost of casing will be added to final price.
6. The general contractor is responsible to cover piers if not immediately poured.
7. Site dewatering to be provided by general contractor.

Qualifications:

1. **Permits and Fees:** We exclude the costs of permits, tests, inspections, fees and bonds.
2. **Layout:** Lines, grades and layout to be furnished to us by general contractor with sufficient control points established which do not interfere with our work.
3. **Contaminants:** This proposal is based on any soil and water being encountered during our operations to be clean. (i.e. non-contaminated).
4. **Traffic Control:** Traffic control to be furnished by general contractor.
5. **Progress:** Unless otherwise noted, our proposal is based on (1) mobilization to each site and a continuous operation with unlimited access to the entire site allowing us to determine the sequence of our work. Additional mobilizations will be charged at **\$1500. ea.**
6. **Site Conditions:** Unless otherwise noted, this proposal is based on dry site conditions. Site and/or excavation dewatering is not included nor is the diverting of site surface flows away from our work.
7. **Utilities/Obstructions/Differing Conditions:** We have not included any provisions for locating, removing, supporting or the interference of underground/overhead utilities or obstructions. WCD will not be responsible for damage caused to any utility for any reason other than that arising from our own negligence. The general contractor's insurance will be primary against any claim arising out of such damage. Conditions differing from that indicated on soil logs inclusive of, but not limited to boulders, gravel, wood, metal pilings, sand, quicksand, caves or any other foreign material not native to the existing soils requiring additional time and equipment will be performed on a Time & Material basis. We will then charge **\$450 per hour**. Should shafts be drilled deeper than the soil borings indicate, such shafts will be drilled. WCD shall be entitled to be compensated for the extra drilling as we have assumed that the materials that are drilled below such depths are similar to those indicated on the soil borings at the depths explored adjacent to the shaft. Tooling repair at shop labor cost of \$75.00 per hour plus materials. We will charge \$35.00 per every rock tooth used.

8. **Access:** Suitable access such as roads, benches and easements for a 190 Kobelco drill rig, and concrete trucks all under their own power to all hole locations to be provided by general contractor for our work. We exclude hoisting of our equipment for the same.
9. **Monitoring:** The general contractor is to be responsible for settlement and survey markers, monitoring of shoring, existing street's utilities, properties, buildings and other structures.
10. **Dust Protection:** Protection of existing structures and surrounding properties by others.
11. **Progress Payments:** Zero percent retention will be withheld from regular progress payments. Full payment, including retention, is to be made within 30 calendar days of completion of our work. All progress payments are to be made within 30 days of each invoice. Monthly interest at a rate of 1.5% will be assessed against invoice. WCD is to be paid regardless of the general contractor's ability to obtain payment from architect, owner or engineer of project.
12. **Back Charges:** Any back charges will be agreed to by both parties at the time of the incident and be fully documented as such. Should damages be found that are the responsibility of WCD, we must have an opportunity to resolve them ourselves prior to any remediation efforts being undertaken by others.
13. **Rebar Cages:** Unless otherwise indicated in our scope of work, rebar cages will be supplied by the general contractor staged adjacent to holes, tied, braced against pick deformation, dobies securely doubled tied with cage ready for placement in holes.
14. **Spoils:** Removal, stockpiling, staging, off-haul, disposal and cleanup of spoils from our operation will be provided by the general contractor on a continuous uninterrupted basis so as not to impede the progress of WCD.
15. **Dewatering:** The general contractor will provide sump pits, desilting and disposal of all drilling fluids within 100' of drilled shafts' location.
16. **Water:** The general contractor will supply water necessary for our operation within 50' of all locations.
17. **Delays:** Should we be delayed in our progress of work due to the owner, daily time and material sheets shall be submitted for labor and equipment per published WCD Time & Material rates.
18. **Force Majeure:** We cannot accept any liability for default or delay in the completion of our work when caused by strike, riot, war or act of God or other similar circumstances beyond our control.
19. **Hours of Work:** This proposal is based on our working a straight time work week. Costs associated with acceleration of work, i.e. premium time portions, as well as all other costs incurred due to acceleration will be charged as extra work.
20. **Liability:** No liability can be accepted by us, nor shall we accept as in any way our responsibility defects of any kind whatsoever arising from a cause which is outside our immediate control or knowledge, or for any fault in the junction between our work and subsequent work carried out by others.
21. **Indemnity:** Subject to the terms of the Liability clause above, we shall indemnify the owner and general contractor with respect to any claim that arises directly from the negligence or intentional fault, if any, of WCD in performing its work hereunder, but the extent of such indemnity shall be limited to WCD's portion of the total fault causing the loss or damage on which the claim is based. WCD shall have no other responsibility to defend, pay for, or indemnify the owner and/or general contractor or its agents with respect to any claim arising from or related to WCD's work. The limit of our liability shall be \$1,000,000. The general contractor shall likewise indemnify WCD with respect to any claim that arises from the negligence or intentional fault, if any, of the general contractor in performing its work hereunder, but the extent of the general contractor's liability shall be limited to the general contractor's portion of the total fault causing the loss or damage on which the claim is based. This agreement supersedes any other contract/agreement/master agreement signed by any representative, officer, or employee of WCD.
22. **Bonds:** Bond fees are not included in this proposal. If one is desired, please contact our office.
23. **All Provisions:** All provisions of this proposal are to be included in any subcontract agreement and will be expressly incorporated into and attached to any subsequent agreement entered into between West Coast Drilling and the general contractor.
24. **Contractor:** The general contractor is responsible to cover all pier holes on-site. This is not WCD's responsibility.
25. **Non-Waiver:** WCD's failure at any time to insist upon strict performance by the general contractor of the terms of this proposal shall not be construed as a waiver of WCD's right to demand strict performance. The express waiver of one provision of this proposal shall not be deemed as a waiver of any other provisions of the proposal.
26. **Terms and Conditions:** Should any of the terms and conditions of this proposal/quotation be held to be contrary to any state or federal law now or hereafter enacted, such fact shall not invalidate any of the remaining terms and conditions.
27. **Assignability:** This proposal may not be assigned by the general contractor by its own act or by operation of law without the prior written consent of WCD.
28. **Disputes, Litigation and Arbitration:** Any dispute, controversy or claim arising out of or relating

to this agreement shall be resolved by arbitration or litigation at the sole discretion of WCD. If WCD chooses arbitration, it shall be conducted in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association. Such litigation or arbitration will be conducted in San Francisco, California, or such other venue as WCD chooses. The CUSTOMER agrees to submit to the jurisdiction of the arbitration panel or court at such venue. The award rendered by the arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

29. All underground utilities/obstructions are to be located and identified/hydro-excavated by the General Contractor prior to drilling. West Coast Drilling is not in any way responsible if underground utilities are drilled with our equipment as we are not a part of the locating process."

We Propose hereby to furnish material and labor - complete in accordance with these specifications for the sum of:

See above scope of work.

All material is guaranteed as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements are contingent upon strikes, accidents, or delays beyond our control. Owner is to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Workers Compensation Insurance.

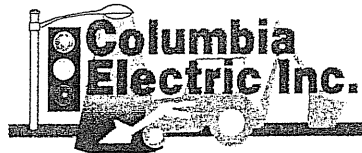
Authorized Signature _____

Note: This proposal may be withdrawn by us if not accepted within 30 days.

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

Signature _____ Date _____

1980 Davis Street
San Leandro, CA 94577



510.430.9505
fax 510.430.1860

May 11, 2015

Alameda Unified School District
Attn: Robbie Lyng
2060 Challenger Drive
Alameda, CA 94501

Re: Wood middle school baseball pole lights

Subject: Response to Aram Electric bid protest

Dear Mr. Lyng,

Columbia Electric, Inc. (CEI) is in receipt of the bid protest submitted by Aram Electric on 05/07/15 in regards to the proposal issued by CEI for the wood middle school baseball field lighting project. CEI does not deem their reasoning to be valid or legal in determining CEI's bid to be non-responsive. CEI currently possesses a Class A and C-10 contractor's license. CEI also is a member of the local 3 operating engineer union and employ's several operators for the classification of drilling, which is in our legal right to perform under a class "A" (general engineering) license according to the California state license board.

As always, if there are any questions or concerns please contact us at your earliest convenience at (510) 430-9505

Sincerely,



Digitally signed by
Nic Scruggs
Date: 2015.05.11
17:54:12 -07'00'

Nicholas Scruggs
Construction Manager
Columbia Electric, Inc.

CC: J. Tse, Project File.

Lyng, Robbie

From: Nick Scruggs <nscruggs@columbia-elec.com>
Sent: Monday, May 11, 2015 5:55 PM
To: Watson, Stuart
Cc: Lyng, Robbie
Subject: RE: Bid sheet - Wood MS Baseball Field Pole Lights
Attachments: 05-11-15, Response to woods middle school protest.pdf

Hello Robbie,

See attached response to the bid protest. Please let me know if you need anything further. Thank you

Nicholas Scruggs Columbia Electric Inc.

*1980 Davis Street
San Leandro, CA, 94577
OFF: (510)430-9505
CELL: (925)719-2959
FAX: (510)430-1860
EMAIL: Nscruggs@columbia-elec.com
www.columbia-elec.com*

From: Watson, Stuart [mailto:swatson@alameda.k12.ca.us]
Sent: Friday, May 08, 2015 2:21 PM
To: Nick Scruggs
Cc: Lyng, Robbie
Subject: RE: Bid sheet - Wood MS Baseball Field Pole Lights

Hi Nick,

Please see attached bid sheet

Nicholas Scruggs Columbia Electric Inc.

*1980 Davis Street
San Leandro, CA, 94577
OFF: (510)430-9505
CELL: (925)719-2959
FAX: (510)430-1860
EMAIL: Nscruggs@columbia-elec.com
www.columbia-elec.com*

From: James - ARAM Electric, Inc. [mailto:admin@aramelectric.com]
Sent: Thursday, May 07, 2015 3:47 PM
To: swatson@alameda.k12.ca.us
Cc: Customer Service; Art

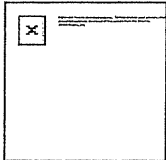
Subject: Bid Protest - Wood MS Baseball Field Pole Lights

Importance: High

ood Afternoon Mr. Watson,

Please see attached copy of bid protest for the "Wood Middle School Baseball Field Pole Lights" project that bid today at 2pm. The protest letters will be mailed tomorrow via certified mail to both yourself (the district) and Columbia Electric, Inc (apparent low bidder).

Thank You,



James Friely / Project Administrator
(510) 357-2726/ admin@aramelectric.com

ARAM Electric, Inc. Office: (510) 357-ARAM / Fax: (510) 373-2333
3055 Alvarado St #110. San Leandro, CA 94577
<http://www.aramelectric.com>

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Lyng, Robbie

om: Brian Anderson <BrianA@qka.com>
Sent: Wednesday, May 13, 2015 1:32 PM
To: Lyng, Robbie
Cc: Nick Stephenson; Parella, Brenda; Lee, Steven
Subject: Wood MS Bid Protest

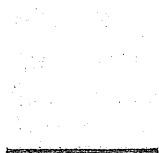
Robbie,

In reviewing the bid protest from Aram as well as the response letter from Columbia (CEI) and the California State definitions of contracting licensing, we believe that CEI is correct and their bid to be compliant. CEI doesn't list a licensed D-09 drilling subcontractor (as Aram Claim) because they will self-perform the work, as they are legally permitted to do with a Class A license.

We would strongly recommend that you have the AUSD legal counsel review the information and provide guidance before proceeding.

Please let me know if there's anything else that we can do to assist with this.

Thank you,



BRIAN ANDERSON
Quattrocchi Kwok Architects
636 Fifth Street, Santa Rosa, CA 95404
707.576.0829
www.qka.com

f in

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- (c) Upon issuance of a C-61 license, the Registrar shall endorse upon the face of the original license certificate the field and scope of operations in which the licensee has demonstrated qualifications.
- (d) A specialty contractor, other than a C-61 contractor, may perform work within the field and scope of the operations of Classification C-61, provided the work is consistent with the established usage and procedure in the construction industry and is related to the specialty contractor's classification. (832.61 CCR)

(Authority cited: Sections 7008 and 7059, Business and Professions Code. Reference: Sections 7058 and 7059, Business and Professions Code.)

C-61 LIMITED SPECIALTY CLASSIFICATIONS

CSLB lists the C-61 classifications in "D" subcategories for administrative tracking. Definitions for the "D" subcategories were developed by staff and approved by the Board as policy.

D-03 Awnings

An awning contractor installs, modifies or repairs aluminum, metal, vinyl or canvas awnings and patio covers. These installations can be either freestanding or attached to a structure. Patio enclosures or carports are not included in this classification.

D-04 Central Vacuum Systems

A central vacuum systems contractor installs, modifies, maintains or repairs central vacuum systems, pneumatic tube dispatching systems or any other type of pipeline which operates systems of reduced pressure for any purpose.

D-06 Concrete-Related Services

A concrete related services contractor installs reusable steel concrete form sections or interlocking precast pavers. Performs post-tensioning work, concrete sawing, breaking, curing, floor hardening treatment, coloring concrete, concrete restoration, coring work or operates a concrete pumping service; also includes the application of gunite, but does not include the installation of reinforcing steel.

D-09 Drilling, Blasting and Oil Field Work

A drilling contractor does core and post hole drilling, horizontal drilling (no piping) and drilling for placement of charges and performing blasting work; performs drilling for site dewatering, oil well drilling and other oil field related specialty work. (DOES NOT INCLUDE WATER WELL DRILLING)

ALAMEDA UNIFIED SCHOOL DISTRICT
Excellence & Equity For All Students

Robbie Lyng, Director
Maintenance, Operations, and Facilities
2060 Challenger Drive
Alameda, California 94501
Phone: 510-337-7090
FAX: 510-337-7083

May, 18, 2015

VIA ELECTRONIC TRANSMISSION AND US MAIL

Mr. Arturo Ramirez
ARAM
3055 Alvarado St. Suite 110
San Leandro, CA 94577

VIA ELECTRONIC TRANSMISSION AND US MAIL

Mr. Nicholas Scruggs
Columbia Electric, Inc.
1980 Davis Street
San Leandro, CA 94577

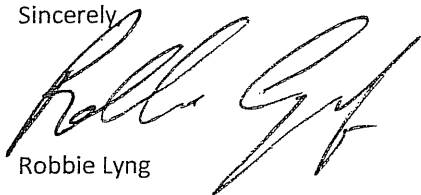
Re: Wood Middle School Baseball Field Pole Lights ("Project")
Contract No. #1507
District's Award of Contract

Dear Mr. Arturo Ramirez & Mr. Nicholas Scruggs:

This letter is to inform Columbia Electric, Inc. ("Low Bidder") and ARAM ("Protesting Bidder") of the Alameda Unified School District ("District") staff's intended recommendation to the District's governing board ("Board") regarding the award of the above project ("Project"). Based on its review of correspondence from both Columbia Electric, Inc. and ARAM, District staff will be recommending to the Board at the Board's May 26, 2015, Board meeting (5:30 p.m., Encinal High School, Room 605, Jr. Jet Hanger, Alameda, California 94501, CA), that the Board award the contract for the Project to Columbia Electric, Inc. ("Low Bidder").

Please be assured that the District appreciates all bidders' interest in District projects and hopes that all bidders' will continue to bid on District projects in the future.

Sincerely,



Robbie Lyng
Director

Maintenance, Operations & Facilities