



**SULLY-MILLER CONTRACTING CO.**  
License 747612A

135 S. STATE COLLEGE BLVD., SUITE 400 • BREA, CA 92821 • PHONE 714-578-9600

March 19, 2014

Department of Transportation  
Division of Engineering Services  
Office Engineer, MS 43  
1727 30<sup>th</sup> Street  
P.O. Box 168014  
Sacramento, CA 95816-8041

Attn: Mr. John C. McMillan, Deputy Division Chief, Office Engineer  
Re: Contract No. 08-0F6604, Rte. 247 in San Bernardino County  
08-SBd-247-1.8/9.6, Bid Date: February 27, 2014  
Subject: Notification of Non-Responsive Bid

Dear Mr. McMillan:

Sully-Miller Contracting Company is in receipt of your letter dated March 18, 2014 for Caltrans Contract 08-0F6604 deeming Sully-Miller's bid proposal as non-responsive.

Sully-Miller is disputing the fact that we violated Caltrans Bidding Instructions and the Public Contract Code by making changes to the subcontractor's scope of work listed on bid day. Our subcontractors are performing the exact scope of work as listed on bid day. There were, however, a few clerical errors in our Subcontractor Twenty-Four (24) Hour submission.

- 1) Our Valley Fence:  
Enclosed is a copy of the quote received on bid day from Our Valley Fence; as you can see, the subcontractor miss numbered Item 17 as Item 50. Sully-Miller copied the same clerical error when listing the subcontractor. Also enclosed is an e-mail from our subcontractor stating that it was a clerical error on their part and as such this should not be considered an enlargement of the scope of work.
- 2) The Landscape Center:  
Enclosed is a copy of the quote received on bid day from The Landscape Center. Please note that the quantity number was used by Sully-Miller when listing the subcontractor, rather than the bid item number; again a clerical error.

Page 2

3) Surface Systems and Instruments:

Our listing of Surface Systems and Instruments was unnecessary. This subcontractor was not required to be listed as their scope of work was less than one half of one percent ( $\frac{1}{2}$  of 1%) of the total bid or less than \$ 10,000.00.

Sully-Miller Contracting Company has demonstrated that we did not violate Caltrans Bidding Instructions or the Public Contract Code. All our subcontractors listed on bid day is performing the exact scope of work as listed. Sully-Miller has shown that the Bid Item Numbers shown on column 2 listed were clearly clerical errors and minor irregularities.

We are confident that the State will waive such irregular, immaterial issues and seek to save the California taxpayers \$ 1,274,600.00. Therefore, Sully-Miller Contracting Company's bid should be deemed responsive.

Please contact me at 714/578-9603 if you have any questions.

Sincerely,



Michael Edwards,  
Vice President/General Manager  
Sully-Miller Contracting Company



PH: 760 446 3100  
 Cell 760-677-9047

E Mail: Clay@valleyfence.com

FAX: 760 446 2988

TO:  
 ATTN:

**JOB ESTIMATE**  
**BID DATE**  
 2/27/2014 **JOB DESCRIPTION**  
 08-0F6604

San Bernardino County In And Near Yucca Valley

ITEM #	DESCRIPTION	QUANTITIES	UNIT	ITEM
13	TEMPORARY FENCE (TYPE DESERT TORTOISE)	5,800	\$	3.58 \$ 20,764.00
15	TREATED WOOD WASTE	4,400	\$	0.36 \$ 1,584.00
50	REMOVE GUARDRAIL	250	\$	8.25 \$ 2,062.50
60	BURIED POST END ANCHOR	1	\$	2,444.00 \$ 2,444.00
61	MIDWEST GUARDRAIL SYSTEM (WOOD POST)	150	\$	45.55 \$ 6,832.50
63	END ANCHOR ASSEMBLY (TYPE SFT	2	\$	450.00 \$ 900.00
64	ALTERNATIVE IN-LINE TERMINAL SYSTEM	1	\$	2,444.00 \$ 2,444.00

\*\*16 CONTRACTOR-SUPPLIED BIOLOGIST \$1950 Per Day  
 (If needed)

lic # 892954 3-31-15  
 CALTRANS #CT007535  
 CAL TRANS SMALL BUSINESS #001728591  
 OVER 150 YEARS OF COMBINED EXPERIENCE

BOND: 2.60%

**EXCLUSIONS:**

- Grading, Staking, Clearing of the fence line
- Removal and disposing of concrete footers
- Umbrella and Rail Road insurance
- Engineering and Layouts
- Post pockets
- Asphalt repairs
- Lighting
- Traffic control
- Vegetation Control
- Minor Concrete (Structure)
- Mandatory classes (Drug testing, Permits)
- WPCP, SWWPP
- Locating/Relocating of utilities
- Unmarked Underground

DOLLARS (\$) \$ 37,031.00

**NOTES:**

We Require 18' +/- Space for our equipment

0

**TOTAL**

MOBILIZATIONS (TOTAL)  
 This bid is based on (EA)

ESTIMATED BY  
 Clay Hoggard

**MARQUEZ, Steve (SBREA)**

---

**From:** Clay Hoggard <clay@valleyfence.com>  
**Sent:** Wednesday, March 19, 2014 3:52 PM  
**To:** MARQUEZ, Steve (SBREA)  
**Subject:** 08-0F6604

Good day Sir,

I made a mistake on bid. Bid item 17 REMOVE GUARDRAIL was missed numbered Item 50. If you have any questions, please let me know.

Clay.

*Our Valley fence Inc*

*Clay Hoggard*

[Clay@valleyfence.com](mailto:Clay@valleyfence.com)

Office 760-446-3100

Fax 760-446-0731

Cell 760-577-9047

<Jesus><

*Think twice before you press "print."*

*This message, including any attachments hereto, may contain privileged or confidential information and is sent solely for the attention and use of the intended addressee(s). If you are not an intended addressee, you are not authorized to use this message or copy or deliver it to anyone. In such case, you should delete this message and kindly notify the sender by reply mail that you received it in error. We apologize for any inconvenience caused and thank you for your courtesy and cooperation.*

# Proposal / Contract

The Landscape Center Riverside, CA 92503 Riverside, CA 92503  State Contractors Lic. # 553561	 <p><b>The Landscape Center</b></p>	E-mail Us: Bids@TLCNurseries.com
		Fax # (951) 352-3655
<u>Proposal Submitted In:</u> BIDDERS		Phone # (951) 352-8383
<u>Project Name:</u> Joshua Tree Transplanting		<u>Job Location:</u> Joshua Tree Transplanting #08-0F6604 Yucca Valley, CA
Cell Phone Customer Fax Customer Contact		Contact E-mail

Date	2/12/2014	Document #	43861	Bld No.		Terms	Net 30
------	-----------	------------	-------	---------	--	-------	--------

Qty	Job Description	Price Each	Total
25	BID ITEM #32: Transplant Joshua Tree hole to hole on site in 1 mobilization. Price includes relocating tree from its current location to its final planting location per the project plans and specifications. Price does not include any aftercare, maintenance or guarantee.	1,590.00	39,750.00
12	BID ITEM #33: (250 Working Day Plant Establishment Period) Monthly Plant Establishment for Transplanted Joshua Trees @ \$1500 per month  CONDITIONS: Includes Federal prevailing wages and certified payrolls. The Landscape Center is an open shop contractor and non-signatory to any labor agreements. This proposal is based on non-union labor, equipment. The Landscape Center is an open shop contractor, we are willing to sign a one time job agreement with the local labor union for this project. No bonding to be furnished Prior to commencement of work, preliminary project information is required. No Retention to be held Site is to be readily accessible to backhoe excavation, workmen with hand tools, semi-truck and trailer. All necessary permits furnished by others. If this proposal is not used as the sole contract between The Landscape Center and the customer, then it is to be made part of the contract agreement issued by customer. Traffic control, if required, to be provided by others. Metered water connection to be supplied within 100' This proposal does not include any aftercare, maintenance or guarantee unless Plant Establishment Item is selected. This proposal is based on performing the work in 1 continuous operation and includes 1 mobilization of crews and equipment to and from the site. Any additional mobilizations to the site will be an additional \$850. No import/export soil. All spoils to be lost onsite. Layout and staking is to be provided by others. Removal holes are to be backfilled with on site soil, no compaction. Although TLC takes every necessary precaution, we cannot be responsible for damage to landscape, hardscape or unmarked utilities. Includes trash & debris generated from scope of work to be removed from site. All demo and removal work adjacent to the trees to be relocated is to be performed prior to start of tree relocation operations.	1,700.00	20,400.00

We propose to perform the above work in accordance with the drawings and specifications submitted and completed in a workmanlike manner according to the standard practices for the sum. See above plus applicable taxes. With payments to be made as follows: progress completion, 100%, no retention to be held. Any alterations or deviation from the above specifications involving extra costs will be made only upon written agreement, and will become an extra charge over and above the estimate. All agreements are contingent upon strikes, accidents or delays beyond our control. You are to carry fire, tornado and other necessary insurances upon the above work. Our workers are fully covered by Workmen's Compensation and Public Liability Insurance. Overdue accounts will be charged at the rate of 1.5 % per month. In the event it becomes necessary to enforce this agreement by litigation, the prevailing party shall be entitled to court costs, attorney and collection fees. Authorized Signature:

Authorized signature:  Estimator Date 2/12/2014

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 made as outlined above. It is understood and agreed that this work not provided for any other agreement and no contractual rights arise until this proposal is accepted in writing.

Accepted by: Signature \_\_\_\_\_

Print name: \_\_\_\_\_

Date \_\_\_\_\_

Subtotal

Sales Tax (0.0%)

Total

This bid is good for 60 days from proposal date.

Contractors are required by law to be licensed and regulated by the Contractors State License Board. Any questions concerning a contractor may be referred to the registrar of the board whose address is: Contractors' State License Board P.O. Box 26000, 9535 Goethe Rd., Sacramento, CA 95826

You as owner or tenant have the right to require the contractor to have a performance and payment bond.

**Proposal / Contract**

The Landscape Center Riverside, CA 92503 Riverside, CA 92503  State Contractors Lic. # 553561	 <p><b>The Landscape Center</b></p>	E-mail Us: <a href="mailto:Bids@TLCNurseries.com">Bids@TLCNurseries.com</a>	
		Fax #	(951) 352-3655
Proposal Submitted to:  <b>BIDDERS</b>		Phone #	(951) 352-8383
		Job Location: Joshua Tree Transplanting #08-0F6604 Yucca Valley, CA	
		Contact E-mail	
Project Name: Joshua Tree Transplanting			
Cell Phone Customer Fax Customer Contact			

Date	2/12/2014	Document #	43861	Bid No.		Terms	Net 30
------	-----------	------------	-------	---------	--	-------	--------

Qty	Job Description	Price Each	Total
	Any unforeseen underground obstacles that cause delays and/or use of additional equipment not normally used in the scope of work will be considered extra work. Export of soil generated from our excavation is not included in this proposal.		

We propose to perform the above work in accordance with the drawings and specifications submitted and completed in a workmanlike manner according to the standard practices for the sum. See above plus applicable taxes. With payments to be made as follows progress completion. 100%, no retention to be held. Any alterations or deviation from the above specifications involving extra costs will be made only upon written agreement, and will become an extra charge over and above the estimate. All agreements are contingent upon strikes, accidents or delays beyond our control. You are to carry fire, tornado and other necessary insurance upon the above work. Our workers are fully covered by Workmen's Compensation and Public Liability Insurance. Overdue accounts will be charged at the rate of 1.5 % per month. In the event it becomes necessary to enforce this agreement by litigation, the prevailing party shall be entitled to court costs, attorney and collection fees. Authorized Signature:	<b>Subtotal</b>	\$60,150.00
	<b>Sales Tax (0.0%)</b>	\$0.00
	<b>Total</b>	\$60,150.00

Authorized signature:  Dylon Reynolds, Estimator Date 2/12/2014

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 made as outlined above. It is understood and agreed that this is work not provided for any other agreement and no contractual rights arise until this proposal is accepted in writing.

Accepted by: Signature \_\_\_\_\_  
 Print name: \_\_\_\_\_  
 Date \_\_\_\_\_

This bid is good for 60 days from proposal date.

Contractors are required by law to be licensed and regulated by the Contractors State License Board. Any questions concerning a contractor may be referred to the registrar of the board whose address is: Contractors' State License Board P.O. Box 26000, 9835 Goethe Rd., Sacramento, CA 95826

You as owner or tenant have the right to require the contractor to have a performance and payment bond.

135 S. State College Blvd., Suite 400  
Brea, CA 92821  
Direct (714) 578-9655  
Main (714) 578-9600  
Fax (714) 578-9672  
e-mail: Jessica.Daniels@sully-miller.com



# Fax

**To:** John McMillan, Deputy Division Chief **From:** Jessica Delgado-Daniels

---

**Co.:** Caltrans-Office Engineer **Estimating Assistant**

---

**Fax:** 916-227-6282 **Pages:** 7 (Including Cover Sheet)

---

**Phone:** 916-227-6280 **Date:** 3/19/2014

---

**Re:** Response to Letter Dated March 18,  
2014-Contract No. 08-0F6604

---

Urgent  For Review  Please Comment  Please Reply  Please Recycle

Dear Mr. McMillan:

Please see the attached letter for the above referenced project. If you have any questions, please call Michael Edwards at the 714-578-9603.

Thank You,

Jessica Daniels,  
Estimating Assistant  
Sully-Miller Contracting Company