



April 24, 2012

Janel Gifford, P.E.
Sr. Civil Engineer
County Of El Dorado Department of Transportation
Office Engineer/Contract Services Unit
2850 Fairlane Court, Placerville, Ca 95667

Reference: Wentworth Springs Road at Gerle Creek-Bridge Replacement Project

Subject: Protest of Bid Submitted by CW Fox Construction, Inc. and RNR Construction, Inc.

Dear Janel Gifford:

In accordance with the El Dorado County DOT's Notice to Bidders page N-4: Bid Protest Procedure, JFC Construction submits this formal protest of the apparent low bidder CW Fox Construction and the apparent second low bidder RNR Construction per the following specifics:

Notice to bidders, page N-2: **REQUIRED LISTING OF PROPOSED SUBCONTRACTORS:**

"Each Proposal shall have listed therein the name, contractor's license number and address of each subcontractor to whom the bidder proposes to subcontract portions of the work in an amount in excess of 0.5% of the total bid or \$10,000, whichever is greater, in accordance with the subletting and Subcontracting Fair Practices Act, commencing with section 4100 Public Contract Code."

JFC Construction contends that both CW Fox Construction and RNR Construction did not meet the requirements as listed above because they failed to list a Crane Company (Subcontractor) to set/install the prefabricated bridge into place. This is a critical component of the project and we highly doubt CW Fox Construction or RNR Construction have the "in-house capacity" to complete this highly specialized scope of work. Each bridge truss section weighs over 60,000 LBS (30 tons), a 300 ton capacity crane is required to set a component of this size & weight. JFC Construction solicited a crane company, Summit Crane, to perform this scope of work for \$41,000 per the attached proposal. JFC Construction listed (as instructed in the Notice to Bidders) Summit Crane on the appropriate Subcontractor Listing sheet at the time of bid.

We therefore request The County Of El Dorado, DOT find the apparent low bid (CW Fox Construction) and the apparent second low bid (RNR Construction) non-responsive and award the contract to JFC Construction, Inc.

Sincerely,

Steve Goldsworthy
JFC Construction, Inc.
Sr. Project Manager/Estimator
(925) 228-0924-office
(925) 260-0914-cell
www.jfcconstruction.com

(confidential)

4/6/2012



JFC Construction
4901 Pacheco Blvd.
Amartinez, CA 94553-4324
Attn: John
Phone: 925-228-0924
Fax: 925-228-0477
Email: jconnolly@jfcconstruction.com
RE: Icehouse

Dear John,

Summit Crane, Inc. is pleased to provide the following quotation for crane service at your Icehouse, CA jobsite. Summit Crane, Inc. will provide operated and maintained cranes to hoist and set bridge sections based on the following pricing:

Max lift 57,500 lbs. at a 82' max radius

Equipment: 300 ton hyd truck crane with 197' main boom
Mob/demob: \$21,500.00
Daily rate: Eight (8) hours \$4,250.00

Equipment: 75 ton hyd truck crane with 126' main boom + 57' jib
(2 days 12 hours total hook time): \$5000.00 total

Lodging: (Cost + 7%)

Subsistence per day per man: \$45.00

Preliminary Schedule:

Day 1: Mob in 300
Day 2: Set truss & secure
Day 3: Set truss & minimum tie ins
Day 4: Mob in 75 set remaining steel
Mob out 300
Day 5: Set remaining steel
Mob out 75 & travel

Estimated cost per schedule: \$41,000.00

Included in this proposal are the following items:

Operated & Maintained cranes

Rigging

Fuel Surcharge / Permits / Pilot Car

Excluded from this proposal are the following items:

Rigger Support

The following items shall be provided by others at no additional cost to Summit Crane:

Free, clear, and level access with no site obstructions for crane setup



Terms & Conditions

This proposal is in accordance with the terms and conditions of the Summit Crane, Inc. rental agreement. Our proposal and pricing are based on this submittal and all terms and conditions herein forming part of the resulting contract by inclusion.

Equipment subject to availability and / or prior commitment. Summit Crane, Inc. reserves the right to substitute equivalent type equipment based on availability.

Transport path and laydown areas will be provided by others and will be capable of supporting the loads imposed on it by our equipment.

Any site and civil work necessary to accommodate our equipment will be done by others.

Payments: Accounts due and payable in full upon presentation of invoice - no retention.

All work to be performed on a regular 5:00 - 8:00 am start.

Overtime charges, labor minimums and subsistence will be billed per the controlling union contract unless otherwise specified. Note: Double-time starts after the first 8 hrs on Saturday. When working with crafts that receive overtime or doubletime, for any period of time, our crew shall be compensated on the same basis.

Electrical, mechanical, and anchor connections and disconnections by others.

Summit Crane, Inc. assumes no responsibility for site preparation and/or site damage. Summit Crane, Inc. will take limited precautions, but will not take responsibility for any damage to underground utilities, curbs , gutters, concrete slabs, sidewalks, pavement or asphalt, trees or shrubs. Any damage to tires or wheels due to jobsite conditions will be the responsibility of the Lessee. Others are to provide and maintain a clear, firm site, with backfill in place and leveled to grade suitable for operation, mob & demob of the equipment.

Summit Crane, Inc. will not assume responsibility for the structural integrity of unit being lifted or lifting devices provided by others.

In the event that Summit Crane, Inc. provides rigging for an operated & maintained crane without a rigger, customer will inspect and accept the rigging upon arrival and will accept full responsibility for its adequacy & intended use. Any rigging damaged by the customer shall be taken out of service and replaced.

Thank You for the opportunity to bid on this project.

Sincerely,

Please sign & return for acceptance

Fax: (707) 448-3420

E-Mail: summitcrane@comcast.net

Curt Posthuma
President
SUMMIT CRANE, INC.
892 Aldridge Road
Vacaville, CA 95688
PO Box 6714
Vacaville, CA 95696
(707) 448-6740

Date:

Name:

Title: