Addendum:

5.2 BUSINESS ACTION ITEMS

1. ACCEPTANCE OF BIDS AND AWARD OF CONTRACT FOR WAKE CENTER PARKING LOT, BID #429

On June 9, the District received five bids on the Wake Center parking lot. The apparent low bidder was Felix Construction with a bid of $424,700. At the bid opening a comment from another bidder questioned whether or not Felix was doing at least 50 percent of the contract price with its own organization. The next day Granite Construction delivered a letter citing Standard Specifications for Public Works Construction (SSPWC) Paragraph 6 of Section 2-3.1 requiring the contractor to perform at least 50 percent of the contract price with its own organization.

Over the next week District staff researched this and other issues raised in the June 10 letter from Granite. That information was sent with other letters to legal counsel and an opinion requested. On June 28 our legal counsel rendered an opinion concluding: "Granite Construction’s challenge is appropriate and correct." Further, "The District is compelled to meet its own standard set forth in bid documents drawn and published pursuant to which all bidders were on notice that they must comply." Counsel further concludes, "The District now has the right to either re-bid this job or to disqualify the low bidder and to award the contract to the next lowest responsible and responsive bidder."

On recommendation from legal counsel, staff recommends rejecting the low bid and accepting Granite Construction’s bid in the amount of $450,646.

The Superintendent/President recommends acceptance of the bids and approval to award the contract to Granite Construction, Inc., of Santa Barbara in the amount of $450,646.

Attachment 5.2-1
SANTA BARBARA COMMUNITY COLLEGE DISTRICT  
BUSINESS SERVICES  
BID TABULATION  

PROJECT: Wake Center Parking Lot  
BID #: 420  
DATE: 6-9-93  
TIME: 3 PM  

<table>
<thead>
<tr>
<th>CONTRACTOR</th>
<th>TOTAL BID</th>
<th>BID FORM</th>
<th>BIDDER'S BOND</th>
<th>CONTRACTOR'S LICENSING STMT</th>
<th>EXPERIENCE STATEMENT</th>
<th>SUB LIST</th>
<th>SIGNATURE</th>
<th>2 ADDENDUMS ACKNOWLEDGED</th>
</tr>
</thead>
<tbody>
<tr>
<td>Banner Construction</td>
<td>498,224.00</td>
<td>Y</td>
<td>Y</td>
<td>Y</td>
<td>Y</td>
<td>Y</td>
<td>Y</td>
<td>Y</td>
</tr>
<tr>
<td>Lash Construction</td>
<td>453,671.00</td>
<td>Y</td>
<td>Y</td>
<td>Y</td>
<td>Y</td>
<td>Y</td>
<td>Y</td>
<td>Y</td>
</tr>
<tr>
<td>Felix Construction</td>
<td>424,700.00</td>
<td>Y</td>
<td>Y</td>
<td>Y</td>
<td>Y</td>
<td>Y</td>
<td>Y</td>
<td>Y</td>
</tr>
<tr>
<td>Granite Construction</td>
<td>450,646.00</td>
<td>Y</td>
<td>Y</td>
<td>Y</td>
<td>Y</td>
<td>Y</td>
<td>Y</td>
<td>Y</td>
</tr>
<tr>
<td>Kirkham Constructors</td>
<td>508,577.00</td>
<td>Y</td>
<td>Y</td>
<td>Y</td>
<td>Y</td>
<td>Y</td>
<td>Y</td>
<td>Y</td>
</tr>
</tbody>
</table>

BIDS OPENED BY: Dr. Hanson  
BID OPENING ATTENDED BY: Betty Banville, Gran Knox, Alex Pittmon, Sheri Ray. Please see attached list.
COPY SENT TO: Purchasing, Accounting, Dr. Hanson, Gran Knox

BIDTAB.XLS
<table>
<thead>
<tr>
<th>NAME</th>
<th>COMPANY</th>
</tr>
</thead>
<tbody>
<tr>
<td>Ray L. Felix</td>
<td>Felix Construction</td>
</tr>
<tr>
<td>Erbie Daw Jr.</td>
<td>Banner Construction</td>
</tr>
<tr>
<td>George W. Girvin</td>
<td>G.W. Girvin &amp; Associates</td>
</tr>
<tr>
<td>Kris E. Lyskin</td>
<td>G.W. Girvin &amp; Associates</td>
</tr>
<tr>
<td>Phyllis M. Vettel</td>
<td>Lash Construction</td>
</tr>
<tr>
<td>Jeff Ploutz</td>
<td>Kirkham Construction</td>
</tr>
<tr>
<td>Michael Navarro</td>
<td>Granite Construction</td>
</tr>
<tr>
<td>Mike Marshall</td>
<td>Banner Construction</td>
</tr>
</tbody>
</table>
June 29, 1993

SANTA BARBARA CITY COLLEGE
721 Cliff Drive
Santa Barbara, CA  93109

ATTN:  Dr. Charles L. Hanson, Business Manager

RE:  Wake Center Parking Lot
     Bid Date:  June 9, 1993

Gentlemen:

Based on our understanding of the Project Specifications, we do not believe Granite Construction should be awarded the above referenced project.

First, Granite Construction submitted a bid for the referenced project as a Class "A" contractor for the entire project. Granite Construction also submitted a bid to Felix Construction as a sub-contractor. Based on the Project Specifications, Granite Construction should be disqualified as a bidder per Page II-2 of the Project Specifications:

"2. BIDDERS INTERESTED IN MORE THAN ONE BID

No person, firm, or corporation shall be allowed to make or file or be interested in more than one bid for the same work unless alternative bids are called for. A person, firm or corporation that has submitted a sub-proposal to a bidder is not hereby disqualified from submitting a sub-proposal or quoting prices to other bidders."

Granite Construction clearly violated the specifications by bidding on the same work twice, once as a general contractor and once a subcontractor.

Second, Granite Construction violated the specifications by not stating who was going to do the Surveying on the project. The surveying costs for the project exceed 0.5% of project costs. Granite Construction should be disqualified as a bidder per Page IV-1 of the Project Specifications, the second paragraph clearly states:
"It is understood that work of a value in excess of one-half of one percent (0.5%) of the undersigned's bid for which no subcontractor is designated shall be done by the undersigned, and is indicated by entering the word 'self'."

Granite Construction is not doing the surveying "in house".

We will submit a formal protest if the Wake Center Parking Lot project is awarded to Granite Construction. If necessary, I am sure we can find additional violations and improprieties that will disqualify Granite Construction as a bidder. Please provide us a copy of the Bid Schedule, Subcontractor List, and Experience Statement submitted by Granite Construction.

Very truly yours,

Brian Felix

BF: cmy
hanson2

cc Thomas P. Anderle
Edwin W. Moore
George W. Girvin

***END***
June 28, 1993

Mr. Brian Felix  
Felix Construction & Development  
26 W. Mission Street  
Santa Barbara, CA 93101

RE: WAKE CENTER PARKING LOT

On June 9, 1993, the District opened five bids on the referenced project. Your firm was the apparent low bidder with a bid of $424,700. As a result of a letter from Granite Construction Company raising several questions about your bid, I engaged an attorney and requested an opinion.

Enclosed is the opinion furnished today by legal counsel. Based on this letter I am recommending to the Board of Trustees that the Felix Construction bid be disqualified. At the regular Board meeting of June 30, 1993, at 4:00 p.m. I will recommend the contract be awarded to Granite Construction Company as the lowest responsive bidder.

If I can answer any questions, please give me a call at 965-0581, ext. 2357.

Charles L. Hanson  
Vice President, Business Services

CLH:ba  
c T. Anderle, Attorney  
G. Girvin, Landscape Architect (w/enclosure)  
Granite Construction Company  
President's Cabinet  
G. Knox, Director of Facilities  
B. Banville, Purchasing Manager
June 28, 1993

Dr. Charles L. Hanson, Business Manager
Santa Barbara City College
721 Cliff Drive
Santa Barbara, California 93109

Re: Wake Center Parking Lot Bid

Dear Dr. Hanson:

On June 9, 1993, the District opened bids for the Wake Center Parking Lot project. Felix Construction Company was the apparent low bidder with a bid of $424,700. A copy of their bid form is attached hereto marked Exhibit A.

As soon as the bids were opened, the second low bidder, Granite Construction Company, complained. They had a number of reasons why they believed Felix Construction should not be awarded the project.

Subsequently, on June 10, 1993, Granite wrote to the District setting forth their concerns with specificity. A copy of that letter is attached hereto and marked Exhibit B. In substance, they complained as follows:

1. That Felix Construction is not a qualified bidder because they do not have sufficient experience.

2. That Felix Construction does not appear to be doing enough of the work with its own organization.

3. That Felix Construction is not the lowest responsible bidder.

Subsequently, on June 11, 1993, Granite Construction wrote another letter setting forth further reason for not awarding the contract to that contractor. In substance, they contend that Felix only has a "Class B" license (that is, a California
Contractors License) and that they should have a "Class A" license (that is, a General Engineering Contractor License). A copy of that letter is attached hereto marked Exhibit C.

On June 23, 1993, Felix Construction filed a written response to the allegations made by Granite. A copy of that response is attached hereto and marked Exhibit D.

The General Conditions relating to this job state in pertinent part as follows:

"All work shall be performed in accordance with the latest editions, including all amendments of the following documents in effect on the date of the Notice to Contractors: . . . (8) Standard Specifications for Public Works Construction (SSPWC)."

The standard specifications for Public Works Construction (1991 Edition) (SSPWC) provide in pertinent part as follows:

"The Contractor shall perform, with its own organization, Contract work amounting to at least 50 percent of the Contract Price, accept that any designated 'Specialty Items' may be performed by sub-contract in the amount of any 'Specialty Items' so performed may be deducted from the Contract Price before computing the amount of work required to be performed by the Contractor with its own organization. 'Specialty Items' will be identified by the Agency in the Bid or Proposal."

As can be determined from the Bid documents, the District did not identify any specialty items. The Bid submitted by Felix Construction (Exhibit A) has a named sub-contractor for virtually all of the "trade or material" items. It is clear, and Felix Construction does not contend otherwise, that the low bidder will not be doing work amounting to at least 50 percent of the contract price.

Felix Construction in its response (Exhibit D) states that they have consulted with numerous people qualified to comment on this issue and no one has any knowledge of a contractor being disqualified because of how much work is handled "in-house." Felix Construction attached to their letter a list of specialty items which may be performed by sub-contractors and the low
bidder contends that almost all of the work for the Wake Center Parking Lot is "specialty work."

Felix Construction frankly admits that specialty trades were not identified in the specifications. They contend that the reference language in the specifications appear to be part of a broader document referenced in the bid documents that does not pertain to "this job" and which is an irregularity that the District has a right to waive in their best interest. The low bidder points out, correctly, that Public Entities always have had the flexibility to waive "obscure and irrelevant technicalities." It is in the public's best interest to make use of that right whenever it is reasonable and appropriate to do so.

On the other hand, the language of the bid documents is precise and clear. Those documents state that all work shall be performed in accordance with the latest editions of, including all amendments to, the Standard Specification for Public Works Construction (SSPWC). That particular publication has substantial meaningful material included in it and the bidders presumably are all required to know the document and comply therewith. To consider the paragraph cited as obscure and irrelevant is simply not the fact. The District intended to advise bidders that they would have to comply with the aforesaid document and Felix Construction did not meet one of the specific requirements.

Granite Construction has filed a timely objection. The District is compelled to meet its own standard set forth in bid documents drawn and published pursuant to which all bidders were on notice that they must comply.

**CONCLUSION**

Granite Construction’s challenge is appropriate and correct. The District has now the right to either re-bid this job or to disqualify the low bidder and to award the contract to the next lowest responsible and responsive bidder.

In light of our opinion herein, it is unnecessary to consider the other objections raised by the challenging bidder.

Yours very truly,

THOMAS P. ANDERLE

TPA/pmm
Enclosures (4)
BID FORM

To The Honorable Board of Trustees
Santa Barbara Community College District
Santa Barbara County, California

The undersigned, having examined the Documents, Specifications, and Drawings entitled:

WAKE CENTER PARKING LOT

which comprise the Contract Documents, and having visited the site and examined all conditions affecting the work, hereby proposes to furnish all labor, materials, equipment, and appliances, and to perform all operations necessary to complete the entire work as required by said Contract Documents for the stipulated sum of

Four hundred twenty-four thousand
seven hundred dollars ($424,700.00)

TIME OF COMPLETION

The undersigned agrees, if awarded the contract, to execute and construct the entire work complete and ready for use within one hundred eighty (180) calendar days.

Should the said work not be completed within the time hereinabove stated, it is understood and agreed that there will be deducted from the final payment the sum of five hundred dollars ($500.00) per day as liquidated damages, but not as a penalty, for each day's delay after the expiration of such period and until the final completion of the work and its acceptance by the Owner.

If awarded the contract, the undersigned hereby agrees to sign said contract and furnish the necessary bonds within five (5) days from the date of notification from the Owner to do so, and to begin work within ten (10) days after receipt of notice from the Owner to proceed with the work.

The undersigned has checked carefully all the above figures and understands that the Owner will not be responsible for any errors or omissions on the part of the undersigned in making up his bid.

The undersigned hereby certifies that this bid is genuine and not sham or collusive or made in the interest or in behalf of any person not herein named; and that the undersigned has not directly or indirectly induced or solicited any other bidder to put in a sham bid, or any other person, firm, or corporation to refrain from bidding, and that the undersigned has not in any manner sought by collusion to secure for himself an advantage over any other bidder.

Enclosed is Bidder's Bond, certified check or cashier's check No. ________ for ten percent (10%) of the amount of the bid.

The receipt of the following addenda is acknowledged:

Addendum No. 1
Dated 6/4/93

Addendum No. 2
Dated 6/8/93

Addendum No. 3
Dated 6/8/93

Clarification No. 1
Dated 6/8/93
In accordance with the Instructions to Bidders, the undersigned, as bidder, declares that he has carefully examined the location of the proposed work, scope of the proposed work, Plans and Specifications, and he proposes and agrees that if this proposal is accepted, he will contract with the Owner to do all the work and furnish all equipment, materials and labor necessary to completely perform said Contract in the manner and time prescribed by said Contract Plans and Specifications, and to do all other things provided or called for by said Contract, and that he will execute and/or provide all bonds and insurance certificates required by said Contract, all in accordance with and subject to all applicable laws, and that he will take as full payment therefor, the following unit or lump sum prices (for information only), to wit:

<table>
<thead>
<tr>
<th>BID ITEM</th>
<th>DESCRIPTION OF WORK</th>
<th>LUMP SUM AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>.01</td>
<td>Preliminary job set-up and bonds</td>
<td>$ 8,175.</td>
</tr>
<tr>
<td>1.</td>
<td>Site clearing, demolition and removal</td>
<td>$ 10,900.</td>
</tr>
<tr>
<td>2.</td>
<td>Earthwork, grading, cut and fill for parking lots, drive, and step footings</td>
<td>$ 59,950.</td>
</tr>
<tr>
<td>4.</td>
<td>Asphallic paving</td>
<td>$ 48,957.</td>
</tr>
<tr>
<td>5.</td>
<td>Asphallic curbs</td>
<td>$ 8,894.</td>
</tr>
<tr>
<td>6.</td>
<td>Parking lot pavement markings</td>
<td>$ 409.</td>
</tr>
<tr>
<td>7.</td>
<td>Storm drainage system including trenching, drain lines, drains, rip rap and swales.</td>
<td>$ 21,909.</td>
</tr>
<tr>
<td>8.</td>
<td>Soil preparation and mix</td>
<td>$ 4,750.</td>
</tr>
<tr>
<td>9.</td>
<td>Concrete curbs</td>
<td>$ 7,221.</td>
</tr>
<tr>
<td>10.</td>
<td>Concrete paving, steps</td>
<td>$ 30,416.</td>
</tr>
<tr>
<td>11.</td>
<td>Irrigation system</td>
<td>$ 13,821.</td>
</tr>
<tr>
<td>12.</td>
<td>Planting, Including: Plant, hydroseed, mulch, etc.</td>
<td>$ 19,582.</td>
</tr>
<tr>
<td>13.</td>
<td>Landscape maintenance (90 days)</td>
<td>$ 654.</td>
</tr>
<tr>
<td>14.</td>
<td>Metal fabrications (metal railings) (paint)</td>
<td>$ 6,921.</td>
</tr>
<tr>
<td>15.</td>
<td>Site lighting/electrical</td>
<td>$ 6,400.</td>
</tr>
<tr>
<td>16.</td>
<td>Miscellaneous as required. List items. General Requirements &amp; Misc.</td>
<td>$ 4,496.</td>
</tr>
<tr>
<td>17.</td>
<td>Sanitary Sewer</td>
<td>$ 46,072.</td>
</tr>
<tr>
<td>18.</td>
<td>Concrete loading dock, concrete ramp with railing, concrete retaining walls with 'V' ditch.</td>
<td>$ 22,634.</td>
</tr>
</tbody>
</table>

TOTAL BASE BID PRICE (FIGURES): $424,700.

TOTAL BID PRICE (IN WORDS): Four hundred thirty-one thousand seven hundred dollars.
In accordance with the instructions to Bidders, the undersigned, as bidder, declares that he has carefully examined the location of the proposed work, scope of the proposed work, Plans and Specifications, and he proposes and agrees that if this proposal is accepted, he will contract with the Owner to do all the work and furnish all equipment, materials and labor necessary to completely perform said Contract in the manner and time prescribed by said Contract Plans and Specifications, and do all other things provided or called for by said Contract, and that he will execute and/or provide all bonds and insurance certificates required by said Contract, all in accordance with and subject to all applicable laws, and that he will take as full payment therefor, the following unit or lump sum prices (for information only), to wit:

<table>
<thead>
<tr>
<th>BID ITEM</th>
<th>DESCRIPTION</th>
<th>UNIT</th>
<th>QUANTITY</th>
<th>UNIT PRICE</th>
<th>TOTAL PRICE</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Remove existing manhole &amp; plug existing sewer lines with 4' of concrete from exposed ends and backfill excavation with compacted fill</td>
<td>Ea.</td>
<td>3</td>
<td>500</td>
<td>1,500</td>
</tr>
<tr>
<td>2.</td>
<td>Remove existing manhole and backfill excavation with compacted fill</td>
<td>Ea.</td>
<td>1</td>
<td>450</td>
<td>450</td>
</tr>
<tr>
<td>3.</td>
<td>Plug existing 8&quot; sewer line with 4' of concrete from exposed ends</td>
<td>Ea.</td>
<td>2</td>
<td>100</td>
<td>200</td>
</tr>
<tr>
<td>4.</td>
<td>Connect new 8&quot; sewer line into existing manhole</td>
<td>L.S.</td>
<td>L.S.</td>
<td>450</td>
<td>450</td>
</tr>
<tr>
<td>5.</td>
<td>Connect new sewer line into existing sewer line</td>
<td>Ea.</td>
<td>3</td>
<td>200</td>
<td>600</td>
</tr>
</tbody>
</table>
# SANTA BARBARA CITY COLLEGE
## WAKE CENTER PARKING LOT
### SUBCONTRACTOR LIST

Each bidder must complete this form and attach it to his proposal.

Pursuant to the provisions of the Subletting and Subcontracting Fair Practices Act, Chapter 4 (commencing at Section 4100), Part 1, Division 2, of the Public Contract Code of the State of California, the undersigned herein designates the name and business address of each subcontractor for the various classifications of work, who will perform work of labor or render service to the undersigned, in or about the project, of a value in excess of one-half of one percent (0.5%) of the undersigned's bid.

It is understood that work of a value in excess of one-half of one percent (0.5%) of the undersigned's bid for which no subcontractor is designated shall be done by the undersigned, and is indicated by entering the word "self".

Additional space is provided for designating subcontractors of trades or materials not listed, but which are required in the execution of the work of the contract.

**Project:** SANTA BARBARA CITY COLLEGE / WAKE CENTER PARKING LOT  
(Verify each category)  

<table>
<thead>
<tr>
<th>TRADE OR MATERIAL</th>
<th>SUBCONTRACTOR</th>
<th>ADDRESS &amp; TELEPHONE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Demolition</td>
<td>Camozzi Excavating</td>
<td>P.O. Box 428, Goleta 805/967-5710</td>
</tr>
<tr>
<td>Site Clearing and Grading</td>
<td>Camozzi Excavating</td>
<td>P.O. Box 428, Goleta 805/967-5710</td>
</tr>
<tr>
<td>Site Drainage</td>
<td>Tierra Contracting</td>
<td>P.O. Box 1717, Goleta 805/964-8747</td>
</tr>
<tr>
<td>Excavation and Backfill Utilities</td>
<td>All Phase Construction</td>
<td>771 N. San Marcos Rd, Goleta 805/967-0373</td>
</tr>
<tr>
<td>Base Course for Pavement</td>
<td>Toste Paving</td>
<td>2715 Green Place, Arroyo Grande 805/489-1791</td>
</tr>
<tr>
<td>Asphalt Concrete Paving</td>
<td>Toste Paving</td>
<td>2715 Green Place, Arroyo Grande 805/489-1791</td>
</tr>
<tr>
<td>Concrete Reinforcement</td>
<td>All Phase Construction</td>
<td>771 N. San Marcos Road, SB 805/967-0373</td>
</tr>
<tr>
<td>General Concrete Work</td>
<td>All Phase Construction</td>
<td>771 N. San Marcos Road, SB 805/963-0373</td>
</tr>
<tr>
<td>Landscape Work, Top Soil, Planting, Soil Amendments Irrigation</td>
<td>Acacia Landscaping</td>
<td>604 S. San Marcos Road, SB 805/964-5390</td>
</tr>
<tr>
<td>Metal Railing</td>
<td>Central Machine &amp; Welding</td>
<td>808 E. Gutierrez, SB 805/966-2711</td>
</tr>
<tr>
<td>Sanitary Sewer</td>
<td>Tierra Contracting</td>
<td>P.O. Box 1717, Goleta 805/964-8747</td>
</tr>
</tbody>
</table>
Pursuant to Paragraph 13, Instructions to Bidders, the following outline is a record of the Bidder's experience in construction of a type similar in magnitude and character to that contemplated under this contract. Additional numbered pages outlining this portion of the proposal may be attached to this page.*

Contractor's License No. 321627, applicable to the work.

<table>
<thead>
<tr>
<th>Class</th>
<th>Description</th>
</tr>
</thead>
</table>

* See Attached
Off-Site Improvements & Parking Experience
Page Two

Strip Center
1627 Lynoak
Pomona, CA

13701 Bradley Avenue
Sylmar, CA

18300 Algier
Northridge, CA

10533 and 10534 Nevada
Chatsworth, CA

20921 Community
Canoga Park, CA

7504 Sepulveda
Van Nuys, CA

844 N. Hollwood Way
Burbank, CA

403E Palmer Avenue
Glendale, CA

430 W. Dryden
Glendale, CA

1029 Linden Avenue
Glenadale, CA

New buildings, 10,000 sq. ft., parking lot and all improvements

Nine (9) lots with all off-site improvements, grading, roads, lighting, sewer, etc.

Six (6) new houses with all off-site improvements, drainage, sewer, street lights, sidewalks and drives

Two (2) new houses and all off-site improvements, walks, sewer, lighting, grading and road extension

Twenty-four (24) unit townhouse project with all off-site improvements, grading, sewer, water, gas, utilities, storm drainage, and access roads

New 8-unit apartment complex with all off-site improvements including parking lot

New commercial building with off-site improvements and 8,000 sq. ft. parking lot

New apartment building with off-site improvements and parking

New 6-unit condominium project with all off-site improvements including subterranean parking lot

New 20-unit apartment complex with all off-site improvements and subterranean parking lot
CBIC
CONTRACTORS BONDING
AND INSURANCE COMPANY

BID BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, FELIX CONSTRUCTION

as Principal, hereinafter called the "Principal"), and Contractors Bonding and Insurance Company of Seattle, Washington, a corporation duly organized under the laws of the State of Washington, as Surety, hereinafter called the "Surety", are held firmly bound unto

SANTA BARBARA COMMUNITY COLLEGE DISTRICT

as Obligee, hereinafter called the "Obligee",

in the sum of TEN PERCENT OF AMOUNT BID

not to exceed FORTY SIX THOUSAND SEVEN HUNDRED FIFTY AND NO/100 Dollars ($46,750.00), for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for WAKE CENTER PARKING LOT, 300 N. TURNPIKE ROAD,

SANTA BARBARA, CA

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a contract with the Obligee in accordance with the terms of such bid and give such bond or bonds as may be specified in the bidding or contract documents with good and sufficient surety for the faithful performance of such contract and for the prompt payment of labor and material in the prosecution thereof, or in the event of the failure of the Principal to enter into such contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 9TH day of JUNE A.D. 1993

FELIX CONSTRUCTION

Witness

SUSAN E. STORNE

Witness

(Seal)

Principal

Surety: Contractors Bonding and Insurance Company

By BARBARA THIEL, Attorney-in-Fact

RESOLVED that the President is authorized to appoint as attorney-in-fact for the Company BARBARA THIEL with power and authority to sign on behalf of the Company (1) SBA guaranteed performance and payment bonds not exceeding the penal sum of $1,250,000; (2) bid bonds for jobs where, if the contract is awarded, the SBA guaranteed performance and payment bonds will not exceed $1,250,000; (3) all other bonds issued and classified by the Surety Association of America in its Rate Manual of Fidelity, Forgery and Surety Bonds including future amendments thereto, as Judicial, Contract Excluding Bid Bonds, Miscellaneous, License and Permit, and Federal not exceeding the penal sum of $2,250,000; (4) bid bonds for jobs written pursuant to the authority in cause (3) above where, if the contract is awarded, the performance and/or payment bonds will not exceed $2,250,000; and (5) all other bonds not exceeding the penal sum of $500,000.

RESOLVED FURTHER that BARBARA THIEL is granted power and authority to exceed the applicable penal limit prescribed above for any bond in an amount equal to the amount of any letter of credit, or similar security, received as collateral security by the Company as an inducement to issue the bond.

RESOLVED FURTHER that the authority of the Secretary of the Company to certify the authenticity and effectiveness of the foregoing two resolutions in any Limited Power of Attorney is hereby delegated to the following persons, the signature of any of the following to bind the Company with respect to the authenticity and effectiveness of the foregoing resolutions as if signed by the Secretary of the Company: Donald Srin, R. L. Thiel, Charles J. Faustow, Steven A. Gaines and Janet K. Lorraine.

RESOLVED FURTHER that the signatures (including certification) that the Power of Attorney is still in force and effect of the President, Notary Public and person certifying authenticity and effectiveness, and the corporate and Notary seals appearing on any Limited Power of Attorney containing this and the foregoing resolutions as well as the Limited Power of Attorney itself and its transmission, may be by facsimile and such Limited Power of Attorney shall be deemed original in all respects.

RESOLVED FURTHER that all resolutions adopted prior to today appointing the above named as attorney-in-fact for CONTRACTORS BONDING AND INSURANCE COMPANY are hereby superseded.

IN WITNESS WHEREOF, CONTRACTORS BONDING AND INSURANCE COMPANY has caused these presents to be signed by its President and its corporate seal to be hereunto affixed this 1st day of January, 1993.

CONTRACTORS BONDING AND INSURANCE COMPANY

By:

Steven A. Gaines, President

STATE OF WASHINGTON—COUNTY OF KING

On this 1st day of January, 1993, personally appeared STEVEN A. GAINES, to me known to be the President of the corporation that executed the foregoing Limited Power of Attorney, and acknowledging said Limited Power of Attorney to be the true and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute the said Limited Power of Attorney.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

Notary Public in and for the State of Washington, residing at Seattle

The undersigned, acting under authority of the Board of Directors of CONTRACTORS BONDING AND INSURANCE COMPANY, hereby certifies, as or in lieu of Certificate of the Secretary of CONTRACTORS BONDING AND INSURANCE COMPANY that the above and foregoing is a true, full, and correct copy of the Original Power of Attorney issued by said Company, and does hereby further certify that the said Power of Attorney is still in force and effect.

Given under my hand at LAGUNA HILLS, CA, this 8th day of JUNE, 1993.

ProABT01 07-US010193
June 10, 1993

Santa Barbara City College
721 Cliff Drive
Santa Barbara, CA 93109
FAX (805) 963-7222

ATTN: Dr. Charles Hanson, Business Manager

RE: Wake Center Parking Lot
Bid date: June 9, 1993

Gentlemen:

Based on our understanding of the Project Specifications, we do not believe Felix Construction should be awarded the above referenced project.

First, Felix Construction is not a qualified bidder as defined in the Project Specifications. Paragraph 13 of the Instruction to Bidders, "Qualification of Bidders," states that, "The class of license shall be applicable to the work specified in the contract. Each bidder shall have no less than three (3) years experience in the magnitude and character of the work bid." We have bid many projects of similar scope and magnitude in the Santa Barbara area and are not aware of any such projects being constructed or even bid by Felix Construction.

Second, Felix Construction does not appear do be doing enough work with its own organization. Paragraph 11.3 of the General Conditions states that "All work shall be performed in accordance with the latest editions, including all amendments of the following documents in effect on the date of the Notice to Contractors: ... (8) Standard Specification for Public Works Construction (SSPWC)." Paragraph 6 of Section 2-3.1 of the SSPWC states, "The Contractor shall perform, with its own organization, Contract work amounting to at least 50% of the Contract Price, except that any designated 'Specialty Items' may be performed by subcontract and the amount of any such 'Specialty Items' so performed may be deducted from the Contract Price before computing the amount of work required to be performed by the Contractor with its own organization. 'Specialty Items' will be identified by the Agency in the Bid or Proposal."
We do not see how Felix Construction can meet this requirement if they subcontract the earthwork, pipe, concrete, aggregate base, AC paving, landscape, railing and electrical. None of these items of work were labeled "Specialty Items" in the Bid or Proposal documents.

Third, Felix Construction does not meet the criteria for award. Paragraph 9 of the Instruction to Bidders, "Award or Rejection of Bids," states, "The Contract will be awarded to the lowest responsible bidder whose bid meets all of the following requirements: ... b. Is responsive to the Contract Documents." We do not believe Felix Construction is a "responsible bidder" for this project as they do not have the required experience. Further, we do not believe they were responsive the Contract Documents as they are not performing enough of the contract work with their own forces.

We will submit a formal protest if the Wake Center Parking Lot project is awarded to Felix Construction. Please provide us with a copy of the Bid Schedule, Subcontractor List, and Experience Statement submitted by Felix Construction.

Very truly yours,
GRANITE CONSTRUCTION COMPANY

[Signature]

Robert E. Molholm
Branch Manager

REM: gb
June 11, 1993

Santa Barbara City College
721 Cliff Drive
Santa Barbara, CA 93109
FAX (805) 963-7222

ATTN: Dr. Charles Hanson, Business Manager

RE: Wake Center Parking Lot
   Bid date: June 9, 1993

Gentlemen:

Upon review of Felix Construction's Bid, we are more
confident that Felix Construction should not be awarded the
above referenced project.

The Experience Statement submitted by Felix Construction
states they have a Class "B" California Contractors License.
As such, they are a "General Building Contractor" and not
licensed to act as a general contractor on a sitework project
of this scope and magnitude. This project should be awarded
to a "General Engineering Contractor" holding a valid Class
"A" California Contractors License.

All projects listed in Felix Construction's Experience
Statement are for buildings. The sitework listed was
incidental work to the buildings, of much smaller magnitude
than the Wake Center Parking Lot, and apparently performed by
another contractor.

Felix Construction may be a fine building contractor but they
do not appear to be licensed or qualified to build the Wake
Center Parking Lot for Santa Barbara City College.

Very truly yours,
GRANITE CONSTRUCTION COMPANY

[Signature]
Robert E. Molholm
Branch Manager

REM: gb
June 23, 1993

Dr. Charles L. Hanson
Business Manager
SANTA BARBARA CITY COLLEGE
721 Cliff Drive
Santa Barbara, CA 93109-2394

RE: SBCC Wake Center Parking Lot

Dear Dr. Hanson:

It was a pleasure talking with you last week. I have reviewed the protest letter that was sent to you by another bidder recommending that Felix Construction not be awarded this contract (the protesting bidder would then get the job). Everyone involved in public work has recently seen a horrendous increase of protests. The general consensus is that the recession and shortage of construction work is causing the problem . . .

Felix Construction is a highly qualified bidder for the project as defined in the project specifications. We have been in business since 1975, and locally established since 1981. Felix Construction has completed numerous projects of similar scope and equal or larger magnitude than the referenced project. If the total improvements of the Wake Center were to have been put out to bid, which is often the case, Granite Construction would definitely not of been a qualified bidder as a "Class A contractor". Felix Construction would be qualified to perform the work as a general contractor. Felix Construction has completed numerous projects with the key professionals and consultants that are involved in this project including the architect, engineer, soils laboratory, and surveyor; attached are letters of recommendations. The letters speak for themselves, and I suggest that you contact any of these consultants for a valued opinion.

Felix Construction has completed several large site work projects with the project architect, George Girvin, including one (Asseo Project) that was over three times larger than the Wake Center. The project was a great success and I would welcome the opportunity to show you a collection of photographs of the completed project.
Another example would be the grading and site improvements we just finished at 405 Via Hierba. We had to export and import well over 15,000 yds. of dirt of which 11-12,000 yds. was compacted into place. On the same site, we had to install caissons, engineered retaining walls, a complete storm and drainage system, a drywell and septic system, concrete and asphalt curbs, and compact sub-base with AC overlay for the drive and parking. This job was also of greater complexity and size than the Wake Center Parking Lot. A third example would be the site improvements at 3214 Campanil Drive. We cut, filled, imported and compacted well over 13,000 yds. of dirt, installed all the storm and drainage system and constructed a 4-sided concrete pedestrian tunnel below grade.

The second complaint by Granite Construction concerning Public Works specifications has never come up as an issue before in some twenty years of work at the City College. I have consulted with numerous people qualified to comment on this issue and no one has any knowledge of a contractor being disqualified because of how much work is handled "in-house". Attached is a list of what is considered a specialty item, and "therefore may be performed by subcontractors" (Article 4, Section 7057 of the Contractors License Law). Almost all the work of the Wake Center Parking Lot is specialty work. Specialty trades were not identified in the specifications, because it is not applicable and really doesn't matter. The referenced language in the specifications appears to be part of a broader document referenced in the specifications that does not pertain to this job, and which is an irregularity that the College has the right to waive in their best interest. In the best interest of the City College, Felix Construction will use subcontractors who are more competitive than the protesting bidder (who proposes to perform the work with their own forces). Felix Construction's approach to this project results in a substantial savings for the College of over $25,000.00!

"The College reserves the right to reject any and all bids, to waive an informality/irregularity in any bid, and to award the contract to The lowest responsible bidder." The aforementioned statement is the exact language that appears in the specifications and was published in the newspaper. Public entities always have this provision published with high visibility to allow flexibility in cases such as this where the owners interests are best served by waiving obscure and irrelevant technicalities.
In addition, Public Contract Code Section 4110, confirms that the City College has the discretion to waive this alleged requirement by giving you various options, which you "may" exercise should you feel this is a violation. Section 4110 is referred to in the Standard Specifications for Public Works Construction cited by the protesting party (Section 2-3.1, page 31). Also, in Section 2-3.2, subcontractors are to be considered as the contractor’s employees. Therefore, the Specifications, by their own definition, appear to place subcontractors within the contractor’s organization.

It is in the City College’s best interests and within their rights to award the Wake Center Parking Lot contract to Felix Construction.

Sincerely,

Brian Felix

Enclosures
BF: cmy

cc Thomas P. Anderle
June 17, 1993

TO WHOM IT MAY CONCERN:

I have been asked to comment on the ability of Felix Construction to successfully complete the grading, paving, and structures at the Wake Center of Santa Barbara City College on Tumonke Road.

I have worked as civil engineer on several jobs constructed by Felix Construction:

1. Hunter residence, 910 Buena Vista Ave, Montecito. This job involved construction of a large residence including a bridge across Buena Vista Creek, grading, drainage, sewer, landscaping and paving, etc.

2. A steel beam bridge access to property on Knollwood Drive in Montecito.

3. I also did plans for a water main extension on the Montecito Water District system for Felix Construction for the same Knollwood Drive project.

I see no reason why Felix Construction could not successfully complete the work on the parking lot at the Wake Center. I am familiar with the job, having done engineering on it for Girvin Associates. I also am familiar with Felix's subcontractors on the drainage structures and paving and consider them experienced in their portion of the work.

Very truly yours,

[Signature]

NORMAN H. CALDWELL, P. E.
June 17, 1993
File No: 93-8561-2

Ray Felix
Construction
17 Mission, Suite 4
Santa Barbara, CA 93101

T: Wake Center Parking Lot
Santa Barbara City College
300 N. Turnpike
Santa Barbara, California

Mr. Felix:

This letter is to confirm that Pacific Materials Laboratory of Santa Barbara, Inc. has provided testing and inspection on jobs where Felix Construction served as the general contractor. Recently, Felix Construction redeveloped a home site in Hope Ranch and Montecito involved a great deal of earthwork. As the general contractor, Felix demonstrates the required ability to direct and accomplish grading specifications. The earthwork contractor was Camozzi. Laboratory is very satisfied with the workmanship of Camozzi. It is my understanding two of the primary contractors to Construction will be Tierra Construction and Camozzi.

Pacific Materials Laboratory has provided testing and inspection on countless number of jobs over the past ten years or more in which Felix, Camozzi, and Tierra have been involved. The workmanship provided in these projects has been very satisfactory.

If you have any questions regarding this matter please do not hesitate to call.

Respectfully submitted,

PACIFIC MATERIALS LABORATORY, INC.

Ronald J. Pike, R.E. 42788

"We Test The Earth"
Felix Construction-Development
26 W. Mission Street
Santa Barbara, CA 93101

RE: S.B.C.C./Wake Center

To whom it may concern:

This letter is written as confirmation that our firm has participated with Felix Construction on several major size projects.

Those projects have included considerable earth-work changes as well as substantial retaining wall construction.

We would not hesitate to recommend this firm for the proposed development on the above stated site.

Sincerely,

Joseph E. Waters PLS 3804

June 1993
License Classifications

10. What are the contractor license classifications?

The CSLB issues a license to contract in a particular trade or field of the construction profession. Each separate trade is recognized as a "classification." You may add as many classifications to your license as you can qualify for.

The CSLB issues licenses for the following classifications:

- Class "A" - General Engineering Contractor - The principal business is in connection with fixed works requiring specialized engineering knowledge and skill.

- Class "B" - General Building Contractor - The principal business involves carpentry, structural framing, or at least three unrelated building trades or crafts performed or supervised on the same structure. A contractor who performs only one trade on a job (with the exception of carpentry or framing) must have the specialty classification for that trade.

- Class "C" - Specialty Contractor - There are 40 separate "C" license classifications for contractors whose construction work requires special skill and whose principal contracting business involves the use of specialized building trades or crafts. Manufacturers are considered to be contractors if engaged in on-site construction, alteration, or repair.

11. In what trades may I obtain a class "C" Specialty Contractors License?

You may obtain a license in any of the classifications listed below.

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<thead>
<tr>
<th>Trade Description</th>
<th>Classification</th>
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<td>Building Moving and Demolition</td>
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