NO. 42850-4-II

COURT OF APPEALS, DIVISION II
STATE OF WASHINGTON

RICHARD BANKSTON d/b/a AAROHN CONSTRUCTION,

Appellant

v.

PIERCE COUNTY,

Respondent

FILED
COURT OF APPEALS
DIVISION II
2012 JUN 20 PM 1:07
STATE OF WASHINGTON
BY _____
DEPUTY

PIERCE COUNTY'S RESPONSE BRIEF

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I. INTRODUCTION

Appellant's arguments are based on an unfounded presumption that Aarohn Construction was a single entity that underwent a change of ownership. The record before the trial court, however, shows that there were in fact two separate and distinct "Aarohn Constructions." John Bankston dba Aarohn Construction submitted the low bid on the Annex Tree Replacement Project, but his Washington contractor's registration was suspended before he signed the contract with Pierce County to perform work on the project. John Bankston's son, Richard Bankston, registered Richard Bankston dba Aarohn Construction only after his father's registration had been suspended. Because Richard Bankston dba Aarohn Construction was not on Pierce County's small works roster, and did not bid on the project, he could not lawfully enter into a contract for the Tree Replacement Project with Pierce County. And because John Bankston was not a registered contractor at the time he signed the contract with Pierce County, any

purported contract between him and the county would also have been unlawful. Because if there were a contract between Richard Bankston dba Aarohn Construction and Pierce County, the contract would be unlawful, the trial Court correctly granted Pierce County's Motion for Summary Judgment dismissing all claims against the County.

II. STATEMENT OF THE CASE

On March 23, 2006, in response to Pierce County's "Request for Quotations," John Bankston, dba Aarohn Construction, submitted a bid on a small public works project known as the Annex Tree Replacement Project.[1] CP 35-36, CP 40. John Bankston's bid indicates that he is doing business as Aarohn Construction, a sole proprietor. CP 40. A sole proprietor is someone who owns an unincorporated business by himself or herself.[2]

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[1] Contractors for small works projects are selected from the County's small works roster in accordance with RCW 39.04.155. CP 85 (PCC 2.106.060A.4), CP 93, CP 104.

[2] http://www.irs.gov/businesses/small/article/0,,id=98202,00.html (last visited 6/19/12)

The contract bidding requirements as well as State laws governing contractor registration (RCW 18.27[3]) and public works contracting (RCW 39.06[4]) specifically provide that contractors must be registered with the Washington Department of Labor and Industries to be eligible to perform public works projects. CP 98 (Section 2.1) John Bankston dba Aarohn Construction was notified that he was the low bidder on March 28, 2006. CP 118, Paragraph 7.

Although John Bankston had been registered as a contractor with Department of Labor and Industries when he submitted his bid for the project, his contractor registration was suspended by the Department of Labor and Industries on April 13, 2006. CP 60. Twelve days later, on April 25, 2006, Bankston's son, Richard, registered a company also called Aarohn Construction, with the Department of Labor and Industries. Richard Bankston dba Aarohn Construction was a

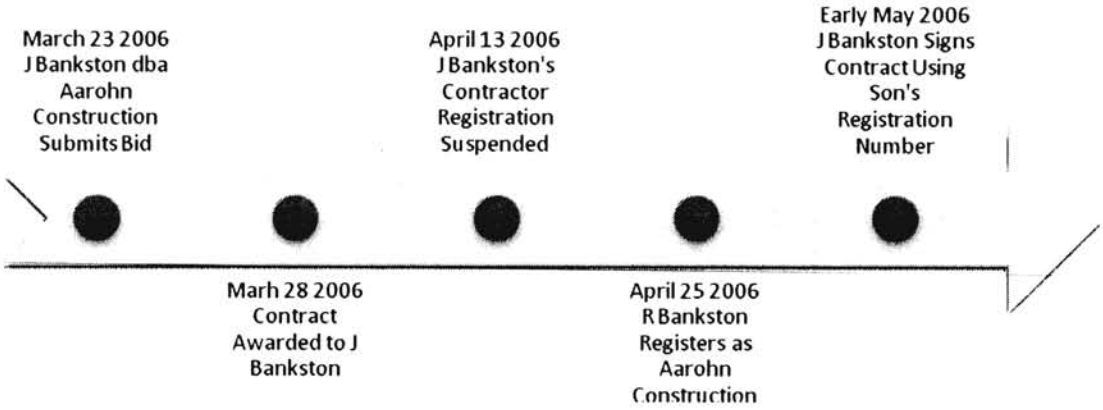
---

[3] Title 18.27, Washington's Contractor Registration Act, requires all construction contractors to register with the State Department of Labor and Industries.

[4] RCW 39.06.010 prohibits counties from executing contracts for public works with unregistered contractors.

new entity which had its own Unified Business Identifier (UBI) number and contractor's registration number. CP 32. In applying for his contractor's registration, Richard used his father's business address, 1306 97th Street Tacoma WA. CP 29.

John Bankston then signed a Pierce County public works contract for the project using the contractor's registration and UBI assigned to his son's newly registered company. CP 44-45, CP 54-55. This went unnoticed by Pierce County. CP 95. John Bankston's Tacoma address was provided on the contract and Pierce County's only contact with "Aarohn Construction" was with John Bankston. CP 63-67. Richard performed no work on the project and may have visited it once. Id. Richard never met with or had any oral or written communications with Pierce County regarding the project. Id.



Unfortunately for Richard Bankston, he obtained a public works bond for the project in the name of the newly registered Aarohn Construction. CP 24.[5] When his father, who performed all of the work on the project, failed to complete the project, the surety sued Richard Bankston on the Bond.[6] Pierce County discovered Richard Bankston's involvement only as a result of the Developers Surety lawsuit. CP 95.

In October 2010, Richard Bankston filed suit against Pierce County for breach of contract and quantum meruit. The trial court granted Pierce County's motion for summary

[5] Trial Exhibit 2 referenced at CP 24 was the application for the surety bond. CP 30.
[6] Excerpts of transcripts and exhibits from the trial in the suit between the surety and Richard Bankston provided the factual bases on which the trial court granted the County's motion for summary judgment.

judgment because Richard had not bid on the project and therefore there was no enforceable contract between Richard Bankston and Pierce County. Richard now brings this appeal.

III. ARGUMENT

The trial court correctly dismissed this lawsuit against Pierce County on Summary Judgment. Richard Bankston had no cause of action against Pierce County for several reasons. First, there was no contract between Richard Bankston and Pierce County. Second, because any contract between Richard Bankston and Pierce County would have been in violation of public bidding laws, it would have been void and unenforceable. John Bankston dba Aarohn Construction also would have had no legitimate cause of action against Pierce County because he was an unregistered contractor when he

signed the contract with Pierce County.[7] And as assignee to his son's claims, John's claims would be barred for the same reasons that Richard's claims are barred.

IV. STANDARD OF REVIEW

On review of an order for summary judgment, this court performs the same inquiry as the trial court. *Hisle v. Todd Pac. Shipyards Corp.,* 151 Wash.2d 853, 860, 93 P.3d 108 (2004). The standard of review is de novo and all facts are considered in the light most favorable to the nonmoving party. *Vallandigham v. Clover Park Sch. Dist. No. 400,* 154 Wash.2d 16, 26, 109 P.3d 805 (2005). Summary judgment should be affirmed if the pleadings, affidavits, depositions, and admissions on file demonstrate that there are no genuine issues

[7] In conflating the two Aarohn Construction companies the Bankstons have made the identity of the plaintiff in this matter somewhat confusing. Richard Bankston dba Aarohn Construction is named in the caption and identified as the plaintiff in both the summons and complaint. But paragraph 1 of the complaint indicates that "Richard Bankston has assigned all contractual rights and other rights that it may have under its contract with Pierce County to his father Plaintiff John Bankston, d/b/a/ Aarohn Construction, orally and pursuant to a document known as the Assignment." The trial court's dismissal of all claims was correct regardless of who the proper plaintiff is. Any claims John Bankston may have been assigned would be barred for the same reasons Richard's claims are barred.

of material fact and that the moving party is entitled to judgment as a matter of law. *TransAlta Centralia Generation LLC v. Sicklesteel Cranes, Inc.,* 134 Wash.App. 819, 825, 142 P.3d 209, 212 (2006).

A. This Case Involves Two Aarohn Constructions.

It is important to distinguish between John Bankston d/b/a Aarohn Construction and Richard Bankston dba Aarohn Construction. The record in this case demonstrates that, as the trial court found in its oral ruling, Richard Bankston dba Aarohn Construction did not bid on the project and therefore could not have executed a contract with Pierce County for work on the project.

B. There Was No Written Contract Between Richard Bankston dba Aarohn Construction and Pierce County.

Richard Bankston dba Aarohn Construction did not enter into a contract with Pierce County. CP 44-45. The contract between Pierce County and "Aarohn Construction" provides the company's address as 1306 97th St E., Tacoma, WA 98455.

CP 44. This is John Bankston's address, the same one provided on John Bankston's bid submittal. CP 40. The contract states on its face that it is between Pierce County and "the Contractor." CP 44. John Bankston signed the "Contractor Signature" line. CP 45. Furthermore, there is no correspondence between Richard Bankston and Pierce County and Richard Bankston had no communication with anyone from Pierce County. CP 63-67.

The essential elements of a contract are " 'the subject matter of the contract, the parties, the promise, the terms and conditions, and (in some but not all jurisdictions) the price or consideration. *Bogle and Gates, P.L.L.C. v. Holly Mountain Resources,* 108 Wash.App. 557, 561, 32 P.3d 1002, 1004 (2001). In this case, Richard Bankston dba Aarohn Construction is not named as contractor and did not sign the agreement as the contractor. Therefore one of the essential elements of a contract, that Richard was a party, is missing and

there is no contract for Richard Bankston to enforce.[8] Because Richard Bankston did not enter into a contract with Pierce County, he has no cause of action for breach of contract.

C. Appellant's Claims Are Also Barred Because Any Contract He May Have Had With the County Would Have Been in Violation of Competitive Bidding Laws, and Therefore Void and Unenforceable as a Matter of Law.

An agreement that violates a statute or municipal ordinance is illegal and unenforceable. *Evans v. Luster, 84 Wash.App.* 447, 928 P.2d 455(1996). It is well-established in Washington that courts will not enforce contracts that are illegal or contrary to public policy. *Golberg v. Sanglier,* 96 Wash.2d 874, 639 P.2d 1347(1982); *Hammack v. Hammack,* 114 Wash.App. 805, 60 P.3d 663 (2003).

"A public contract which has been let in violation of a competitive bidding law is illegal and void." *Platt Elec.*

[8] Even if parole evidence could show that Pierce County somehow knew it was entering into a contract with Richard Bankston, his claim would be barred by the 3 year statute of limitations governing unwritten contracts. A written agreement for purposes of the 6 year statute of limitations must contain all the essential elements of the contract, and if resort to parole evidence is necessary to establish any essential element, then the contract is partly oral and the 3 year statute of limitations applies." *Bogle and Gates* at 561.

Supply, Inc. v. City of Seattle, Division of Purchasing, 16 Wash.App. 265, 555 P.2d 421 (1977). In *Platt,* the city of Seattle received bids for electric lamps. Instead of awarding the contract to the low bidder, the City began negotiating different terms than advertised with both the low bidder (Platt) and another bidder. When the City awarded the contract to another bidder Platt sued. The court in *Platt* held the negotiated contract was illegal and void. "Where contracts are required to be let on the basis of competitive bids, the law does not permit the purchasing agent's office to privately negotiate with a selected bidder or bidders for the purpose of obtaining a change in the bid." *Id.* at 278.

> A contract for public work or supplies or for a public improvement, made in violation or defiance of constitutional or statutory provisions or ordinances requiring such contracts to be awarded to the low bidders only after advertisement and competitive bidding, is illegal and void and imposes no obligation or liability upon the public body. Provisions of this kind are a limitation, so to speak, upon the general power of the municipality to make contracts for such purposes.

Id. at 279.

Here, even if the County had known of the switch, and it did not, public bidding laws prohibited it from negotiating with John Bankston to have another contractor, who had not submitted a bid on the project, perform the work. Both the Pierce County Code and Washington law require counties to award contracts to bidders. PCC 2.106.035 requires all public works construction with a projected value exceeding $25,000.00 to be competitively bid. PCC 2.106.060A.4 provides that "In the case of public works purchases from $10,000 to $200,000 the procedures of RCW 39.04.155 for small works contracts awards process may be used." CP 85. At the time the Annex Tree Replacement Project contract was awarded, RCW 39.04.155(4) provided that, "Procedures shall be established for securing telephone, written, or electronic quotations from contractors on the appropriate small works roster to assure that a competitive price is established and to award contracts to the lowest responsible *bidder*, as defined in

RCW 43.19.1911.[9] (*emphasis added*). CP 87.

And RCW 43.19.1911(9) states that:

> In determining "lowest responsible *bidder*", in addition to price, the following elements shall be given consideration:
>
> (a) The ability, capacity, and skill of the *bidder* to perform the contract or provide the service required;
>
> (b) The character, integrity, reputation, judgment, experience, and efficiency of the *bidder*;
>
> (c) Whether the *bidder* can perform the contract within the time specified;
>
> (d) The quality of performance of previous contracts or services;
>
> (e) The previous and existing compliance by the *bidder* with laws relating to the contract or services... CP 89.

In *Platt Electric* the Court stated:

> Whether competitive bidding laws are permitted to be circumvented, or whether a bidder is permitted through negotiation to change his bid, as was done in this case, the risk involved is in our opinion precisely the same-the doors to possible fraud,

[9] RCW 39.04.155 has since been amended. It continues to require a contractor to be registered in compliance with RCW 18.27 in order to be a responsible bidder.

> collusion and favoritism are opened. This cannot be permitted.

Platt Electric at 274 *citing*, *Gostovich v. West Richland,* 75 Wash.2d 583, 452 P.2d 737 (1969).

In *Hanson Excavating Co., Inc. v. Cowlitz County*, 28 Wash.App. 123, 622 P.2d 1285 (1981), the Court of Appeals again held that absent statutory authority, negotiations with bidders following bid opening and before award are prohibited and a contract awarded based on such negotiations is void.

Richard Bankston dba Aarohn Construction did not exist at the time bids were taken for the project in March 2006. Because he did not bid on the project he could not have been legally awarded the contact. Even assuming for the sake of argument that Pierce County believed it was entering into a contract with Richard when John Bankston signed for Aarohn Construction, this contract would have been illegal and void because it was made in violation of public bidding laws. Pierce County had no authority to negotiate with John Bankston to

allow another contractor to perform the work and if it had done so would have been involved in the very kind of collusion, fraud and favoritism that the *Platt* court found impermissible.

Appellant's argument based on RCW 18.27.080 is a red herring. John Bankston claims that he has a claim against Pierce County based on an assignment from his son. Any claims that may have been assigned to him by his son are barred for the same reasons that his son Richard's claims are barred. If John Bankston had brought this lawsuit as John Bankston dba Aarohn Construction based on his contract with Pierce County the claims would be barred by RCW 18.27.080.[10] Furthermore, appellants continue to conflate the two Aarohn Constructions. John Bankston never obtained a contractor's bond. His son did. Therefore John Bankston was not in substantial compliance with RCW 18.27.080 as a matter of law.

[10] Another reason that John Bankston could not pursue claims based on his own contract is that he testified that his company, John Bankston dba Aarohn Construction was terminated before the contract was executed. CP 37.

D. Appellant's Equitable Estoppel Argument is Raised for the First Time on Appeal.

Issues of equitable estopple are highly fact dependent and neither the facts nor argument to support a claim for equitable estoppel were briefed in the trial court "The appellate court may refuse to review any claim of error which was not raised in the trial court." RAP 2.5(a). With regard to summary judgment specifically, RAP 9.12 provides that "[o]n review of an order granting or denying a motion for summary judgment the appellate court will consider only evidence and issues called to the attention of the trial court." "Arguments or theories not presented to the trial court will generally not be considered on appeal." *Washburn v. Beatt Equip. Co.,* 120 Wn.2d 246, 290, 840 P.2d 860 (1992). The only argument remotely resembling the current equitable estoppel argument is found on page 10 of Plaintiff's Response To Defendant's Motion For Summary Judgment where Plaintiff argued that because Pierce County was paid by the surety company it should not now be allowed

to argue that John Bankston is barred from bringing suit under RCW 18.27.080. CP 114. As noted in the previous section RCW 18.27.080 is not relevant under the facts of this case.

E. Appellant Fails To Address Any of the Elements of Equitable Estoppel.

Furthermore, there is nothing in Appellant's opening brief in the way of argument, nor is there any factual basis to support an equitable estoppel argument. There are three necessary elements that a plaintiff must show in order to state a successful equitable estoppel claim:

(1) an admission, statement, or act inconsistent with the claim afterwards asserted;

(2) action by the other party on the faith of such admission, statement, or act; and

(3) injury to such other party resulting from allowing the first party to contradict or repudiate such admission, statement, or act. *Thomas v. Harlan,* 27 Wash.2d 512, 518, 178 P.2d 965 (1947).

Additionally, because cases of "[e]quitable estoppel against the government [are] not favored," a plaintiff suing the government under such a theory has two additional requirements: equitable estoppel must be necessary to prevent a manifest injustice; and the exercise of governmental functions must not be impaired as a result of the estoppel. *Kramarevcky v. Dep't of Soc. & Health Services,* 122 Wash. 2d 738, 743, 863 P.2d 535, 538 (1993). Furthermore, an equitable estoppel claim requires "good faith reli[ance]" and the burden is on the plaintiff to establish the claim by "clear, cogent, and convincing evidence." *Silverstreak, Inc. v. Washington State Dept. of Labor & Indus.,* 159 Wash. 2d 868, 887, 154 P.3d 891, 901 (2007). None of these elements is addressed in Appellant's brief. And none of these elements can be proven.[11]

Finally, appellants' equitable estoppel claim would be barred because John Bankston does not have "clean hands." Any party asserting the defense of equitable estoppel

[11] At the time Pierce County received payment from the surety it was unaware of Richard Bankston's involvement in this debacle. CP 95.

"must have clean hands" and "be free from fault in the transaction at issue." *First Am. Title Ins. Co. v. Liberty Capital Starpoint Equity for Fund, LLC,* 161 Wash. App. 474, 484, 254 P.3d 835, 841 (2011). Given that John Bankston, whose contractor registration was suspended, signed a contract with Pierce County using his son's registration number, it can hardly be said that he or his son, Richard, has "clean hands" in invoking an equitable remedy.

F. Pierce County Should Be Awarded Attorney Fees for Responding to Factual Misrepresentations Made in Appellant's Brief and for Responding to This Frivolous Appeal.

While whether Pierce County was complicit in forming an illegal contract is irrelevant and immaterial to the trial court's ruling, the record in this case shows that John Bankston deceitfully evaded the requirements of our state's public bidding laws. The factual basis for this appeal is frivolous and relies on continued representations that "Aarohn Construction" was in compliance with various regulatory requirements during

the different phases of the public works process when in fact "Aarhon Construction" was not a single entity as implied but two separate entities with the same name. These misrepresentations were made at the trial level and continue to be made at the Court of Appeals even though the record clearly shows that them to be false.

For example, the Appellant's Brief states that "at all relevant times Aarohn Construction" was a was a properly bonded and licensed contractor. Appellant's Opening Brief Page 4. The brief disregards the fact that the Aarohn Construction who Appellant claims executed a contract with Pierce County did not exist when the other Aarohn Construction submitted a bid on the project. Appellant makes the startling claim that, "None of the terms of Aarohn Construction's bid or the parties who would perform the work were affected by the new registration." Appellant's Opening Brief Page 5. Somehow overlooked is that the two contractors were different people, with different social security and UBI

numbers, with completely different levels of contracting experience and that John Bankston who claims to have closed his company signed the contract with Pierce County as "Contractor." CP 37.

Furthermore, the record in this case clearly shows that the Bankstons knew that John Bankston was using his son's registration to avoid the prohibition against counties hiring unlicensed contractors found in RCW 39.06.010.

First, Richard used the name of his father's business and his father's business address. CP28-29. John Bankston then used this same business address, 1306 97th Street East, when he signed the contract knowing that John Bankston dba Aarohn Construction was no longer qualified to perform public works projects for the county. CP 37-38.

The record also shows that Pierce County knew nothing about Richard's involvement in his father's scheme or of the scheme itself. We know from his testimony that Richard Bankston had no contact with Pierce County regarding the

contract. He did not help with the bid, he did no work, he wasn't paid by the county, there was no correspondence between him and the county, he learned from his father that the contract had been terminated and he did not even know what the small works roster was. CP 63-67. Perhaps most revealing, after the contract had been terminated, John Bankston submitted another bid to Pierce County using Richard's registration number without Richard's (or the County's) knowledge. CP 66-67. In *Lynn v. Labor Ready, Inc.,* 136 Wash App 295, 151 P.3d 201(2006) this court sanctioned the appellant for including in her brief, "numerous misrepresentations and inappropriate quotations taken out of context, causing our court, and presumably Labor Ready as well, to waste considerable time checking for their accuracy," and granted Labor Ready's request for sanctions against Lynn's counsel on appeal. *Lynn at 313-14*. In this case, the entire appeal is based on inaccurate and misleading recitations of fact and frivolous arguments. The contract at issue in this case was

clearly unlawful and void. There is no basis for reversal of the trial court. Therefore, Pierce County requests that it be awarded attorney fees and costs for responding to this appeal pursuant to RAP 18.9, and the court's inherent power to impose sanctions.

V. CONCLUSION

For the forgoing reasons Pierce County respectfully request this court to deny the appeal, affirm the trial court's order granting summary judgment, and award the County its reasonable costs and attorney fees for defending this appeal.

DATED: June 19, 2012.

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CERTIFICATE OF SERVICE

I hereby certify that the foregoing Pierce County's Response Brief was given to ABC Legal Messenger this ~~19th~~ 20th day of June, 2012, for delivery by June 21, 2012, to the following counsel and Court of Appeals II:

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