



Nuevo Road Widening (Evans Road to El Nido Avenue/Ravena Lane) Project

Post Date: 06/04/2019 15:47 PDT

Due Date: 07/10/2019 before 14:00 PDT

Estimated Value: \$1,700,000

Results / 6 total

#	Name	Company	Address	Phone	Amount	Submitted	Status
1	Carrillo, Erica	Hillcrest Contracting, Inc.	1467 Circle City Dr. Corona, CA 92879	951-273-9600	\$1,580,467.4	07/10/2019 13:58:37	Apparent Low Bidder
2	Chizhik, Gennady	GMC Engineering, Inc.	1401 Warner Ave. B Tustin, CA 92780	(714) 247-1040	\$1,591,044	07/10/2019 13:58:46	
3	Maness, Carolyn	Granite Construction Company	38000 Monroe Street Indio, California 92203	760775-7500	\$1,591,951	07/10/2019 13:58:10	
4	Lovetere, Katherine	Griffith Company	12200 Bloomfield Ave Santa Fe Springs, California 90670	5629291128	\$1,714,399.79	07/10/2019 13:52:05	
5	De longh, Jennifer	R.J. Noble Company	15505 E. LINCOLN AVENUE ORANGE, CA 92865	714-637-1550	\$1,722,366.1	07/10/2019 13:52:13	
6	Bird, Kim	All American Asphalt	400 E 6th St. Corona, CA 92878- 2229	(951) 736-7600	\$1,777,000	07/10/2019 13:58:26	

26 Construct barricade per County Std. 810	25 pavement	24 Construct headwall per Caltrans Std. D89	23 Install 1/4 Ton RipRap Stone with filter fabric	22 Std. CB100	20 County Std. 212 21 Construct 18* RCP Class II	19 403, Case 6. Tenhalt concerts dillegar	17 County Std. 113 18 Install rock cobble landscape Construct accept the tops and County Std.	16 Adjust to grade water valves per EMWD Stds.	15 Adjust to grade manholes per EMWD Stds.	Construct 8" Type D curb per County Std. 14 204	Construct Type A-8 curb & gutter per County 13 Std. 201		Sawcut existing AC pavement per plans and 9 specifications 10 Asphalt contrete	signing a surping per pians and 8 specifications	6 Utility coordination, verification/potholing 7 Water Pollution Control		Excavation and earthwork, clearing & 3 grubbing	Protect Improvements in Place, Adjust to grade, relocate and/or replace all existing 2 improvements in conflict	I Mobilization	Bid Schedule I
88.00 LF	4420.00 SF	2.00 EA	14.00 CY	4.00 EA	18.00 LF	1.00 EA	2262.00 SF 1670.00 SF	2.00 EA	4.00 EA	2573.00 LF	2844.00 LF		321.00 LF	1.00 LS	1.00 LS		SJ 00.1	1.00 LS	Item Qty Unit	103
																			7	
\$ 73.00	\$ 1.20	\$ 6,500.00	\$ 1,770.00	\$ 9,600.00	\$ 135.00 \$ 220.00	\$ 5,100.00	\$ 4.00 \$ 11.00	\$ 370.00	\$ 1,580.00	\$ 12.00	\$ 18.50		\$ 4.40	\$ 27,000.00	\$ 17,300.00 \$ 8,600.00	\$ 9,000.00 \$ 158,000.00	\$ 342,000.00	\$ 4,500.00	\$ 56,100.00	NUEVO ROAD WID
€#	69	€9	₩	₩	(A (A	€9	₩ ₩	69	₩	€9	€9	69 69 6	<i>•</i> • €•	€9	₩ ₩	₩ ₩	69	€9	Total	Contr
6,424.00	5,304.00	13,000.00	24,780.00	38,400.00	2,430.00 13,200.00	5,100.00	9,048.00 18,370.00	740.00	6,320.00	30,876.00	52,614.00	198,495.00	1,412.40	27,000.00	17,300.00 8,600.00	9,000.00	342,000.00	4,500.00	56,100.00	NUEVO ROAD WIDENING Hillcrest Contracting
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80.00 \$	1.30	7,850.00	500.00	7,000.00	45.00 100.00	2,515.00	15.00 13.00	500,00	750.00	20.00	28.50		3.50	41,235.00	8,250.00 15,200.00		\$ 248,208.00	19,365.00	Unit Price Total \$ 137,000.00 \$	
€9	€9	69	69	€9	₩ ₩	₩	↔ ↔	59	€9	₩	₩	↔ ↔	9 (9	€9	↔ ↔	↔	₩	₩	Tota	GMC
7,040.00	5,746.00	15,700.00	7,000.00	28,000.00	810.00	2,515.00	33,930.00 21,710.00	1,000.00	3,000.00	51,460.00	81,054.00	193,050.00	1,123.50	41,235.00	8,250.00 15,200.00	13,000.00 80,115.00	248,208.00	19,365.00	137,000.00	
69	69	69	69	69	⇔ •	69	₩ ₩	69	69	69	69	69 69 6	A 69	69	en en	SO SO	69	₩	₩ ⊆	
95.00 \$	1.00 \$	1,800.00 \$	220.00 \$	7,500.00 \$	70.00 \$ 370.00 \$	6,000.00 \$	10.00 \$	900.00 \$	1,300.00 \$	23.00 \$	35.00 \$	20.00	15,00 \$	30,661.00 \$	5,000.00 \$ 3,500.00 \$		198,738.00	500,00 \$	Unit Price Total \$ 70,000,00 \$	Granite
8,360.00	4,420.00	3,600.00	3,080.00	30,000.00	1,260.00 22,200.00	6,000.00	22,620.00 6,680.00	1,800.00	5,200.00	59,179.00	99,540.00	198,000.00	4,815.00	30,661.00	5,000.00 3,500.00	7,500.00	198,738.00	500.00	70,000.00	
		1354				MA					15			30					4.4	

Total Bid Amounts	Bid Schedule 3 (Subtotal)	Provide & install additive LED Wall Wash 9 Fixture	8 Provide & install 24"x14,5" access door	7 Provide & install #12 copper wires	6 Provide & install #10 copper wires	5 Provide & install I* rigid conduit	4 Provide & install Unistrut supports	3 Provide & install LED flood light	2 Provide & install controls and relays	Bid Schedule 3 1 Provide & install circuit breakers	Bid Schedule 2 (Subtotal)	Provide & install district entry monument cap w/textured Acrylite inserts by Storyland 3 Studio	2 etc.	Provide & install district entry monument and finish all complete w/red used brick veneer,	Bid Schedule 2 Provide & install district entry monument 1 framing w/concrete footing	Bid Schedule 1 (Subtotal)	rroyde or mstar nandnoies with traine rated 29 bolt down cover & ground rod	27 Adjust to grade telephone manholes 28 Install 3" conduit
POSSESSION NAMED IN COLUMN NAM		2.00 EA	2.00 EA	210.00 LF	520.00 LF		2.00 EA	2.00 EA		1.00 EA		2.00 EA	2.00 EA		2.00 EA		3.00 EA	2.00 EA 175.00 LF
		€	()	69	69	69	69	69	₩.	69		€>	49		€0		w	69 69
AUTODOMINISTRATION IN	6	3,900.00 \$	1,050.00 \$	2.10 \$	1.90 \$	105.00 \$	530.00 \$	3,700.00 \$	530.00 \$	210.00 \$	€	5,600.00 \$	12,600.00 \$		15,000.00 \$	↔	1,050.00 \$	90.00 \$
1 580 467 40	24,204.00	7,800.00	2,100.00	441.00	988.00	3,675.00	1,060.00	7,400.00	530.00	210.00	66,400.00	11,200.00	25,200.00	7550	30,000.00	1,489,863.40	3,150.00	3,000.00 15,750.00
		69	69	60	S	G	69	69	69 1	69		69	69		69		69	60 GO
	₩.	2,800.00 \$	100.00 \$	1.00 \$	1.00 \$		165.00 \$	2,000.00 \$	250.00 \$	25.00 \$	69	8,800.00 \$	24,000.00 \$		18,500.00 \$	69	475.00 \$	1,500.00 \$ 67.10 \$
1 591 044 00	12,710.00	5,600.00	200.00	210.00	520.00	1,575.00	330.00	4,000.00	250.00	25.00	102,600.00	17,600.00	48,000.00	Z TYDE	37,000.00	1,475,734.00	1,425.00	3,000.00 11,742.50
San Marie		€9	69	69	69	69	69	€4	69	69		co.	69		₩	100	69	€0 60
CONTRACTOR STATEMENT OF THE PERSON OF	(s)	2,381.00 \$	1,600.00 \$	4.00 \$	3.00 \$		760.00 \$	2,381.00 \$	2,140.00 \$	940.00 \$	•	6,000.00 \$	10,000.00 \$		5,000.00 \$	€\$	2,133.00 \$	1,700.00 \$ 50.00 \$
1.591.951.00	21,999.00	4,762.00	3,200.00	840.00	1,560.00	2,275.00	1,520.00	4,762.00	2,140.00	940.00	42,000.00	12,000.00	20,000.00		10,000.00	1,527,952.00	6,399.00	3,400.00 8,750.00

	Bid Schedule		Gı	ranite	
В	Item Description	Ur	nit Price	Total	
	1 Mobilization	\$	70,000.00	\$	70,000.00
	Protect Improvements in Place, Adjus		•		· 18
	grade, relocate and/or replace all exis	10			
Н	2 improvements in conflict	\$	500.00	\$	500.00
	Excavation and earthwork, clearing &	Ψ	000.00	Ψ	000.00
	3 grubbing	\$	198,738.00	\$	198,738.00
	4 Environmental compliance	\$	7,500.00	\$	7,500.00
	5 Traffic control	\$	•	Ф \$	110,000.00
	5 Traine control	Ф	110,000.00	Ф	110,000.00
	6 I Itility accordination vanification /noth	ф	E 000 00	\$	E 000 00
	6 Utility coordination, verification/poth	\$	5,000.00	•	5,000.00
	7 Water Pollution Control	\$	3,500.00	\$	3,500.00
	Signing & striping per plans and			4	00.661.00
	8 specifications	\$	30,661.00	\$	30,661.00
	Sawcut existing AC pavement per pla				
	9 specifications	\$	15.00	\$	4,815.00
	10 Asphalt concrete	\$	100.00	\$	470,000.00
	11 Aggregate Base Class II	\$	20.00	\$	198,000.00
C	12 Construct sidewalk per County Std. 4	\$	10.00	\$	136,750.00
M	Construct Type A-8 curb & gutter per	Ŋ.			
	13 Std. 201	\$	35.00	\$	99,540.00
	Construct 8" Type D curb per County				
	14 204	\$	23.00	\$	59,179.00
	15 Adjust to grade manholes per EMWD	\$	1,300.00	\$	5,200.00
	16 Adjust to grade water valves per EMW	\$	900.00	\$	1,800.00
	Construct 4" PCC landscape median				·
	17 County Std. 113	\$	10.00	\$	22,620.00
	18 Install rock cobble landscape	\$	4.00	\$	6,680.00
	Construct access curb ramp per Cour		.,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	•	2,22
-0	19 403, Case A	\$	6,000.00	\$	6,000.00
	Construct 6" asphalt concrete dike pe	Ψ	0,000.00	Ψ	0,000.00
	20 County Std. 212	\$	70.00	\$	1,260.00
	21 Construct 18" RCP Class II	\$	370.00	\$	22,200.00
		Ψ	370.00	Ψ	22,200.00
	Construct CB#1 per County Flood Co 22 Std. CB100	φ.	7 500 00	\$	20 000 00
	22 Std. CB100	\$	7,500.00	Ф	30,000.00
38.	OO Tookall 1/4/Tan BinDan Standardt filt		000.00	ds	2 000 00
TIES G	23 Install 1/4 Ton RipRap Stone with filt	\$	220.00	\$	3,080.00
d				4	0.600.00
	24 Construct headwall per Caltrans Std.	\$	1,800.00	\$	3,600.00
	Grind/cold plane 0.12' existing aspha				
	25 pavement	\$	1.00	\$	4,420.00
				,	
	26 Construct barricade per County Std.	\$	95.00	\$	8,360.00

27 Adjust to grade telephone manholes28 Install 3" conduitProvide & install handholes with traff	\$	1,700.00 50.00	\$ \$	3,400.00 8,750.00	
29 bolt down cover & ground rod	\$	2,133.00	\$	6,399.00	
Bid Schedule 1 (Subtotal)			\$	1,527,952.00	
			×,		
Bid Schedule 2					
Provide & install district entry monun 1 framing w/concrete footing	\$	5,000.00	\$	10,000.00	
Provide & install district entry monun finish all complete w/red used brick volume 2 etc.	ф	10,000,00	ф	20,000,00	
Provide & install district entry monun w/textured Acrylite inserts by Storylar	\$	10,000.00	\$	20,000.00	
3 Studio	\$	6,000.00	\$	12,000.00	
Bid Schedule 2 (Subtotal)			\$	42,000.00	
		A CONTRACTOR OF THE CONTRACTOR	- V		
Bid Schedule 3					
1 Provide & install circuit breakers	\$	940.00	\$	940.00	
2 Provide & install controls and relays	\$	2,140.00	,	2,140.00	
3 Provide & install LED flood light	\$	2,381.00		4,762.00	
4 Provide & install Unistrut supports	\$	760.00	•	1,520.00	80.
5 Provide & install 1" rigid conduit	\$	65.00	•	2,275.00	
6 Provide & install #10 copper wires	\$	3.00	\$	1,560.00	
7 Provide & install #12 copper wires	\$	4.00	\$	840.00	
8 Provide & install 24"x14.5" access do	\$	1,600.00	\$	3,200.00	
Provide & install additive LED Wall W					Man.
9 Fixture	\$	2,381.00	\$	4,762.00	
			V .		
Bid Schedule 3 (Subtotal)			\$	21,999.00	
Matal Did Amounts					A TW
Total Bid Amounts			\$	1,591,951.00	

CITY OF PERRIS

Capital Improvement Program Project Details

Project Number:

S076

Project Title:

Nuevo Bridge Widening and Road Improvements

Managing Department:

City Engineer

Project Description and/or Justification: Widening Nuevo Road from 2 to 4 lanes between Murrieta and Dunlap (within City Limits) and from Dunlap to Menifee (within County of Riverside limits). Also, widening of Nuevo Road bridge over Perris Valley Storm Drain to accommodate additional lanes.





Original Budget:

4,411,149

Budget Amendments:

7,039,615

Total Project Costs:
Available Funds:

914,771 10,535,993 **Project Dates:**

Begin:

FY 09/10

Completion:

Total Budget Additions (Deletions):

Funding Sources:	Fund	Project to Date Available	Plan 2018/2019	Plan 2019/2020	Plan 2020/2021	Plan 2021/2022	Total
RBBD - DIF	133	1,894,494					\$ 1,894,494
Measure A	142	239,809					\$ 239,809
External Contribution-TUMF	157	4,142,626					\$ 4,142,626
Master Drainage	160	4,259,064					\$ 4,259,064
Ü		, ,					\$ -
Total:		10,535,993	-	-	-	-	\$ 10,535,993

	Budget	Amendment Notes		
				Amended
Date	Description / Action	Adopted Budget	Amendment	Budget
2010-11	Budget Master Drainage	250,000		250,0
2011/12	Budget Master Drainage	4,161,149		4,411,1
2012/13	External Contribution-TUMF		249,806	4,660,9
2016/17	Ext Cont TUMF		500,000	5,160,9
2017/18	RBBD DIF Amendment		2,000,000	7,160,9
2017/18	External Contribution-TUMF		1,000,000	8,160,9
2017/18	Measure A xsfr from D013		239,809	8,400,
2017/18	External Contribution-TUMF		3,050,000	11,450,
				11,450,
	Initial fund will be utilized toward			11,450,
	planning and engineering.			11,450,
	Future years may require loan to			11,450,
	drainage funds with possible	Total to be reimb by TUM	F over 5 years is \$3.5 Mil.	11,450,
	TUMF reimbursmenet.	\$500K 16/17, \$500K 17/1		11,450,
		19/20, \$750K 20/21.	, +, , 4	11,450,
				11,450,
	Total:	\$ 4,411,149	\$ 7,039,615	\$ 11,450,
		S-76		

CITY COUNCIL AGENDA SUBMITTAL

Meeting Date: February 13, 2018

SUBJECT:

Second Reading of Amendment No. 1 to ParkWest Development Agreement - Consideration of a request to adopt an amendment to the Development Agreement for the ParkWest Specific Plan and Tentative Tract

Map 31157. Applicant: Palin Enterprises

REQUESTED ACTION:

Adopt Second Reading of Ordinance No. 1360 to provide findings and approve Amendment No. 1 to the Development Agreement for the ParkWest

Specific Plan and Tentative Tract Map 31157.

CONTACT:

Dr. Grace Williams, Director of Planning and Economic Development

BACKGROUND/DISCUSSION:

On January 30, 2018, the City Council voted unanimously to extend the life of the Development Agreement (DA) between the City of Perris and ParkWest Associates (aka ParkWest Specific Plan) by an additional ten years from the date that was previously approved by the City Council in early 2007. The ParkWest Specific Plan is located south of Nuevo Road and generally between Dunlap Road and the Perris Valley Storm Drain Channel, that will provide for development of 534 acres of vacant land into 1,533 single family dwellings and 474 townhome units, along with other facilities and open space amenities. As a provision for the extension, the developer will dedicate right of way and contribute a \$2,000,000 Public Benefit Fee which the City may use toward improvements to Nuevo Road and the Nuevo Crossing over the Perris Valley Storm Drain Channel. Upon adoption, Ordinance No. 1360 will become effective on March 16, 2018.

BUDGET (or FISCAL) IMPACT: Costs for staff preparation of this item are borne by the applicant.

Prepared by:

Kenneth Phung, Planning Manager

City Attorney:

Assistant City Manager:

Assistant City Manager: Director of Finance:

Consent:

N/A

Darren MadkinO

Jennifer Erwin

February 13, 2018

Attachments:

1. Ordinance No. (Next in Order) to approved Amendment No. 1 to the ParkWest Specific

2. Proposed Development Agreement

3. Approved 2007 Development Agreement

4. City Council submittal dated January 30, 2018

STREET IMPROVEMENT PROJECT (P8-1224) EVANS RD. TO EL NIDO AVE./RAVENNA LN. CITY OF PERRIS, CALIFORNIA NUEVO ROAD

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GENERAL NOTES CONTINUE:

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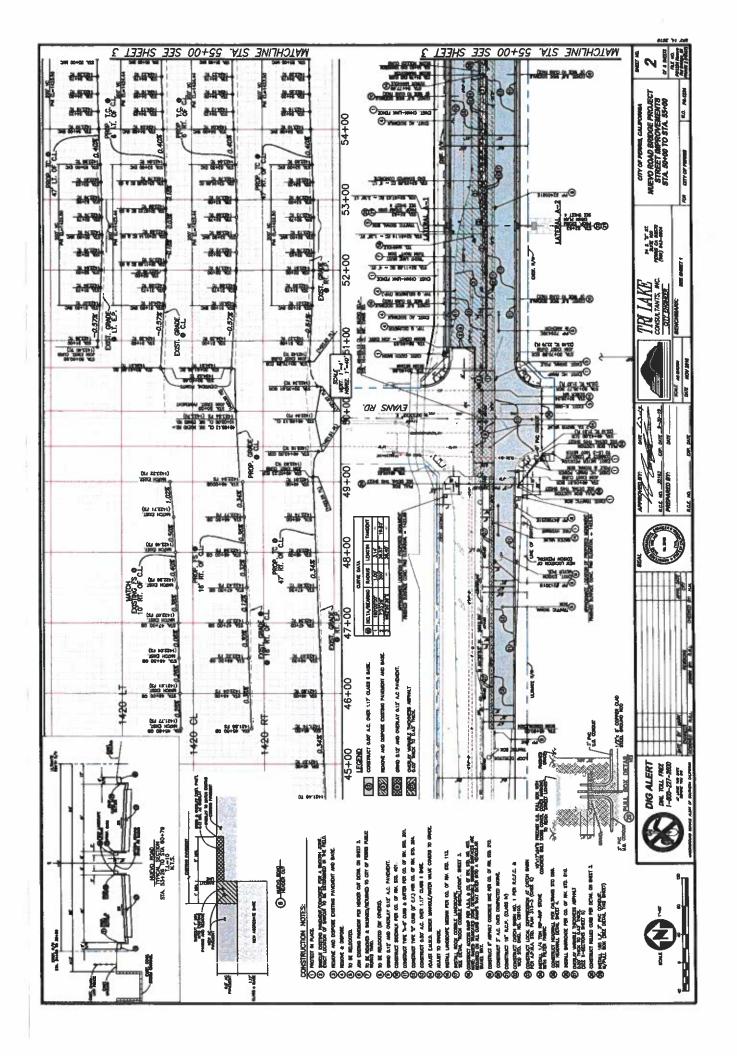
LOCATION MAP

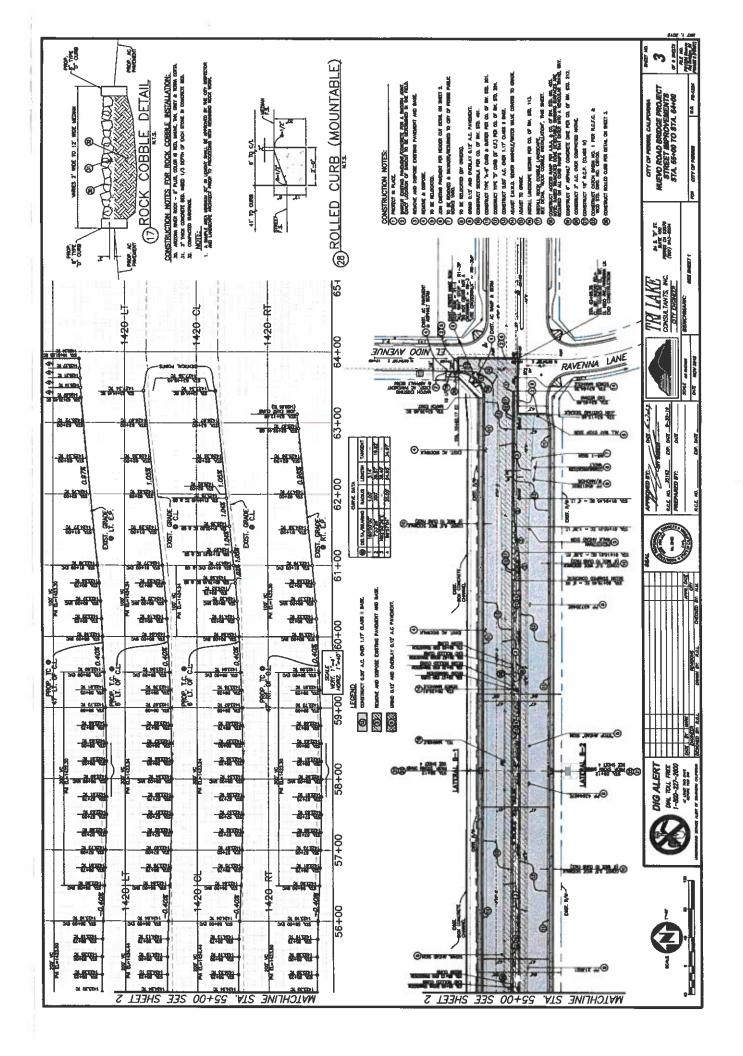


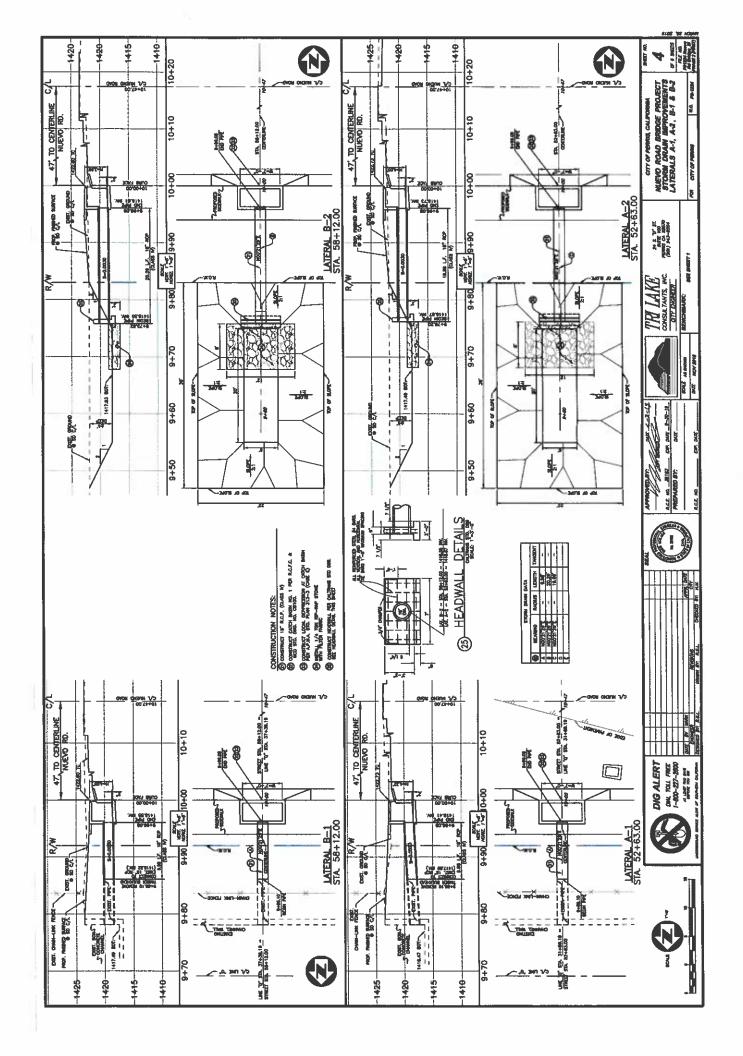
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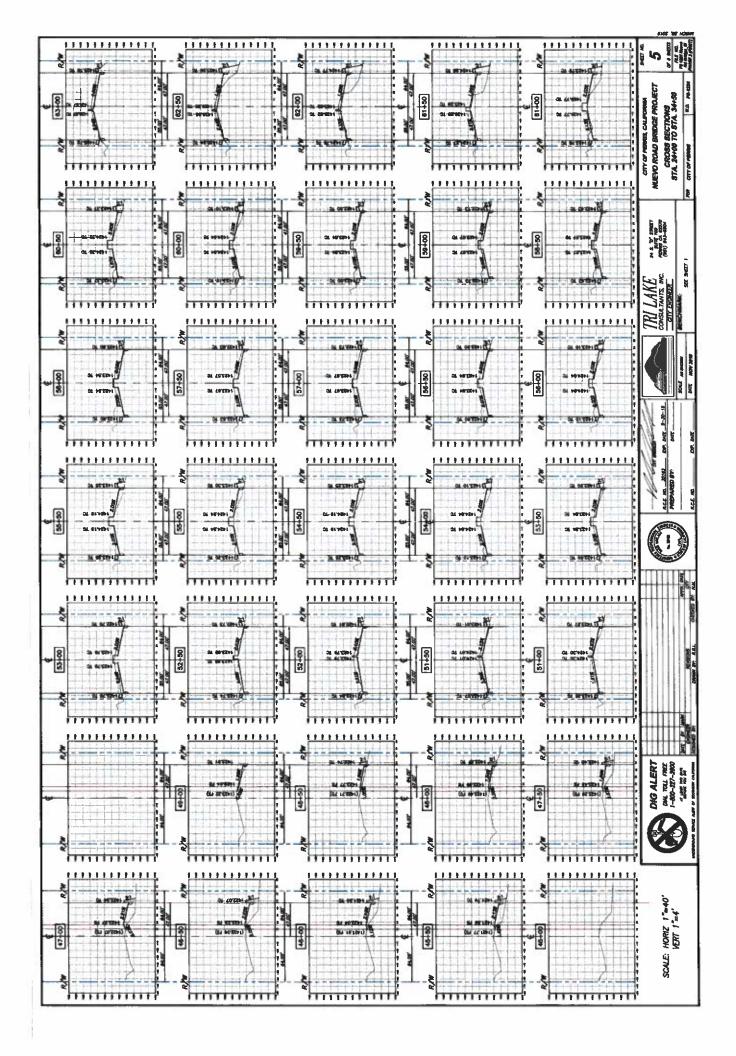
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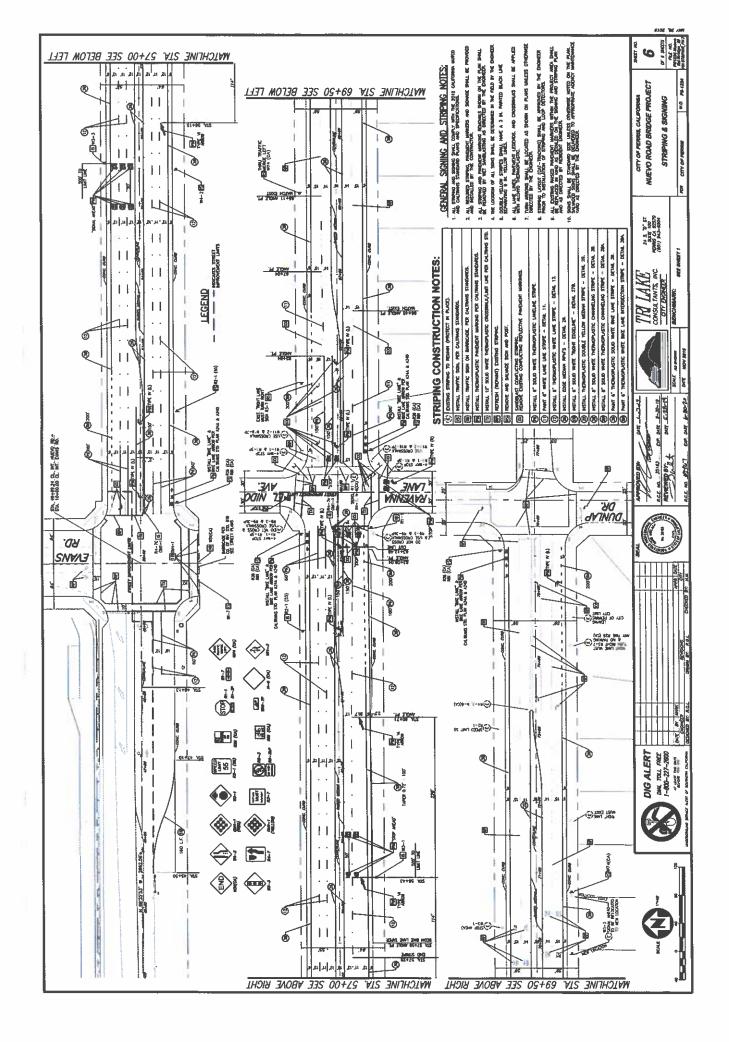
ACES OF STREET

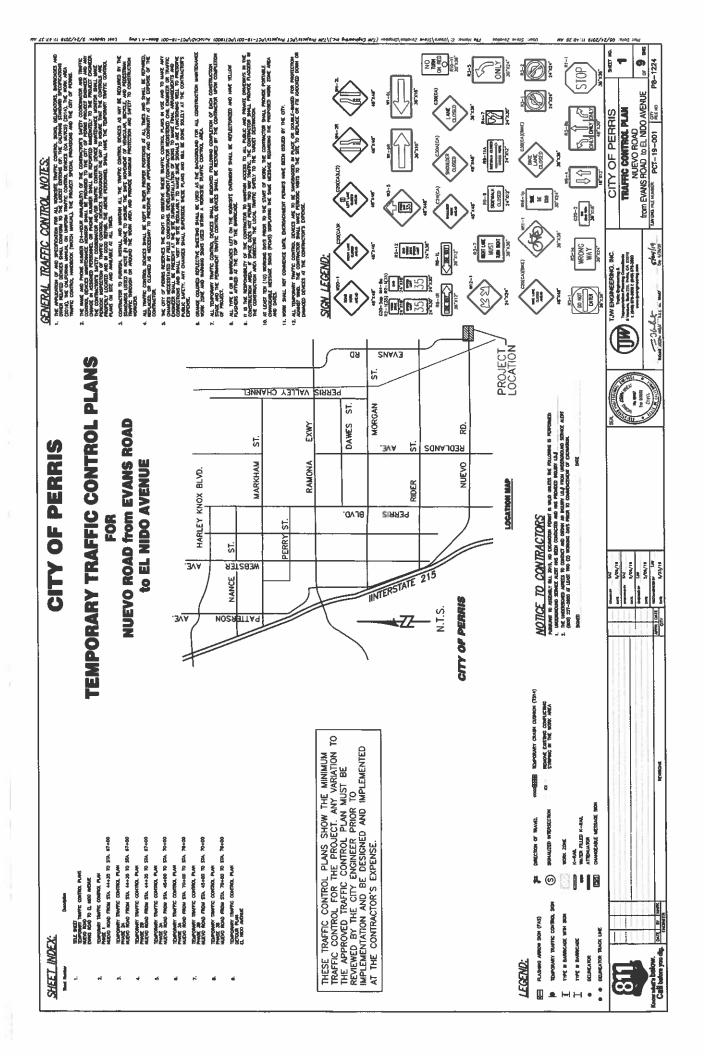


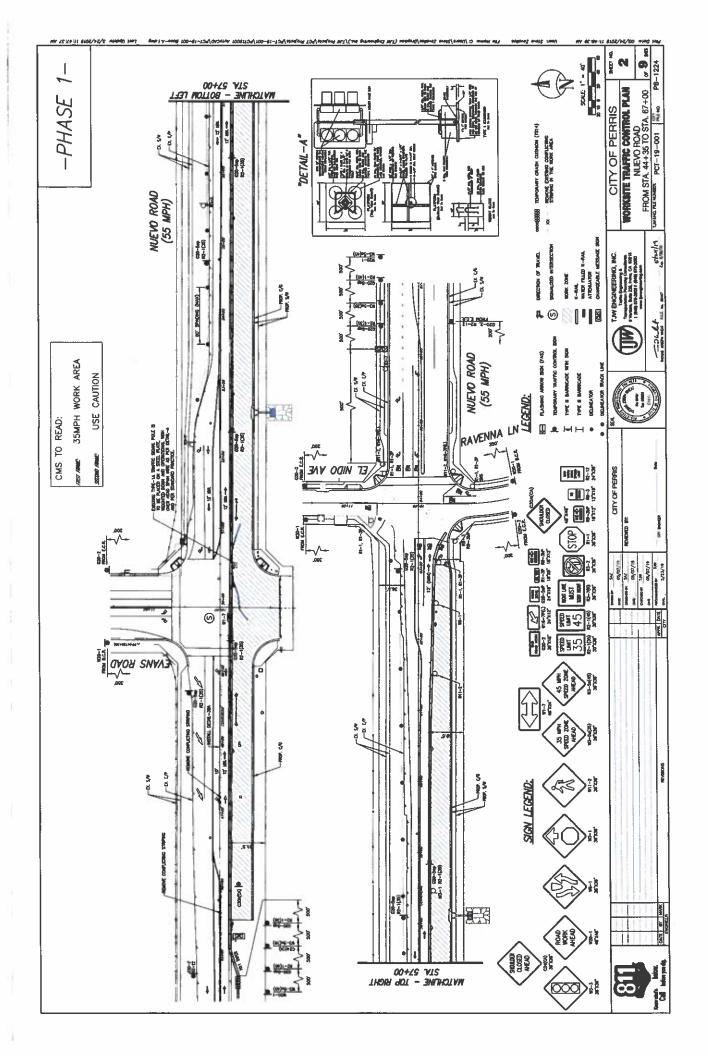


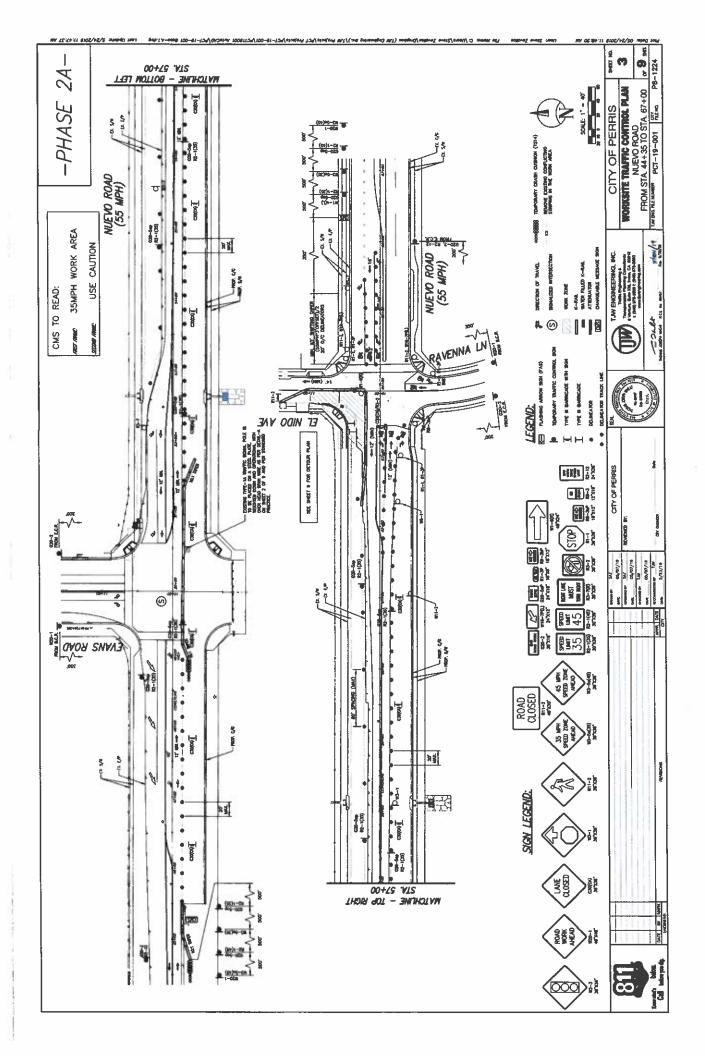


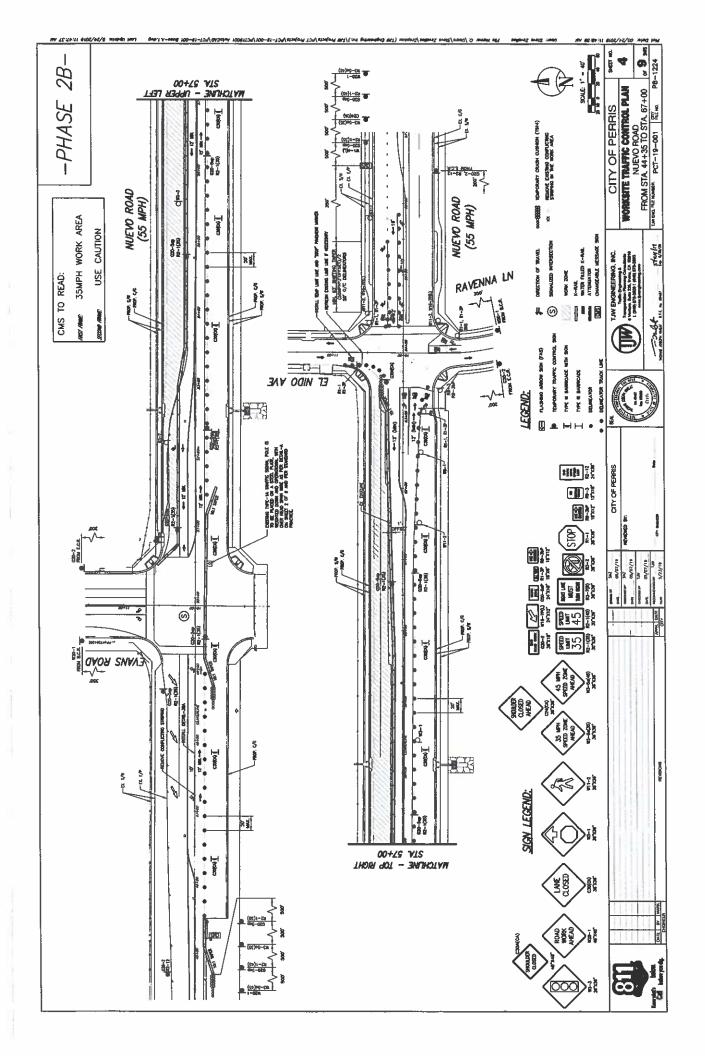


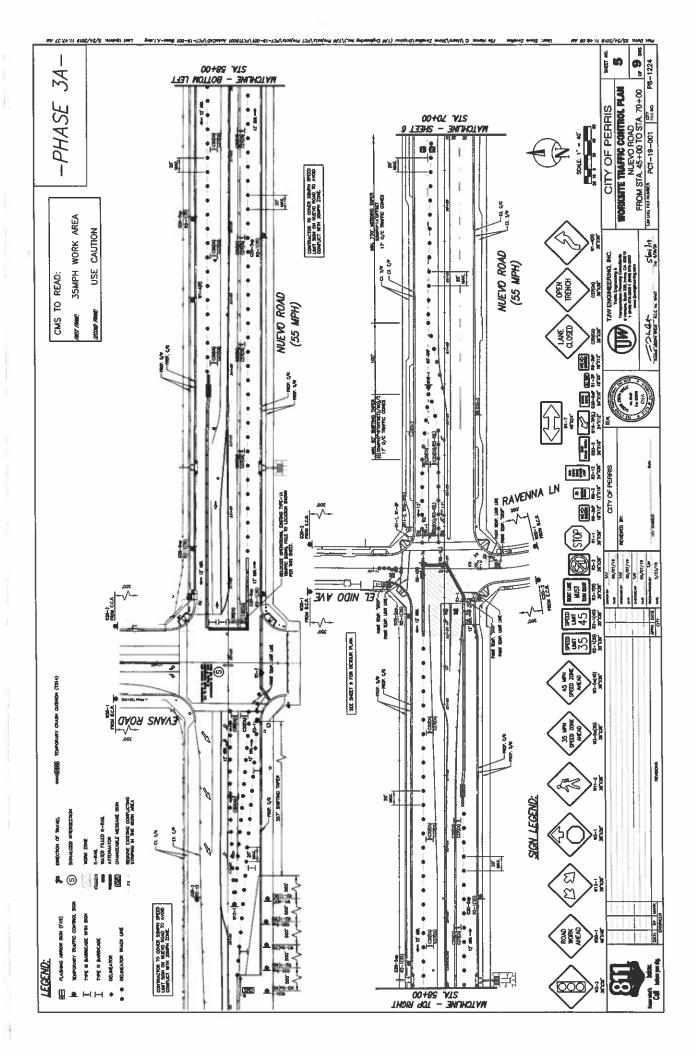


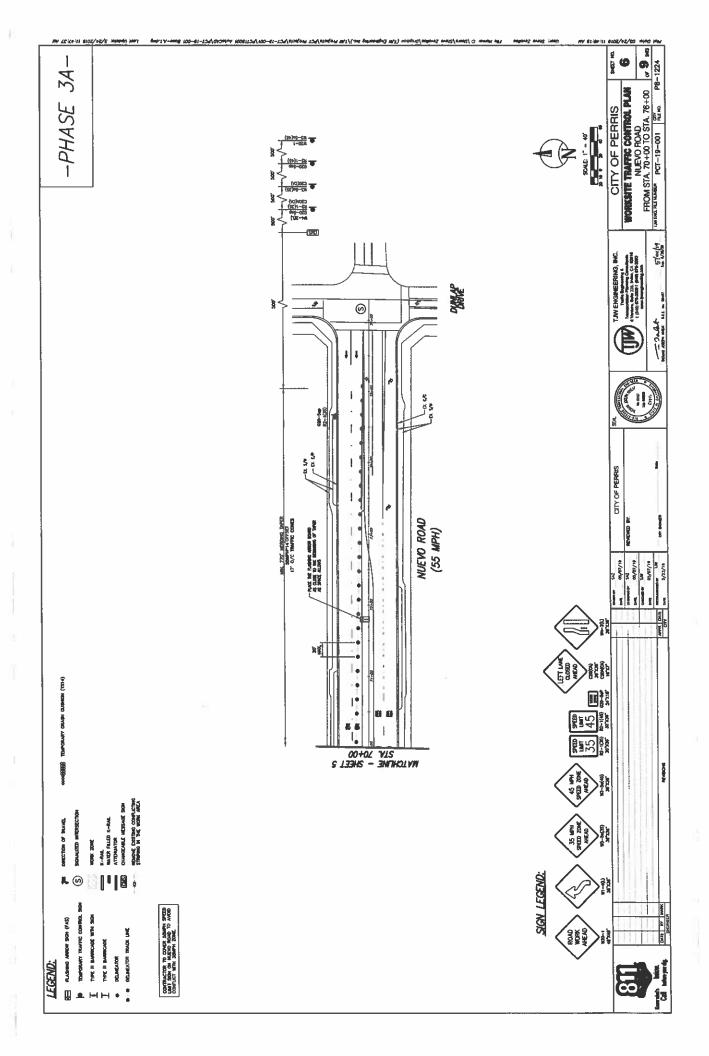


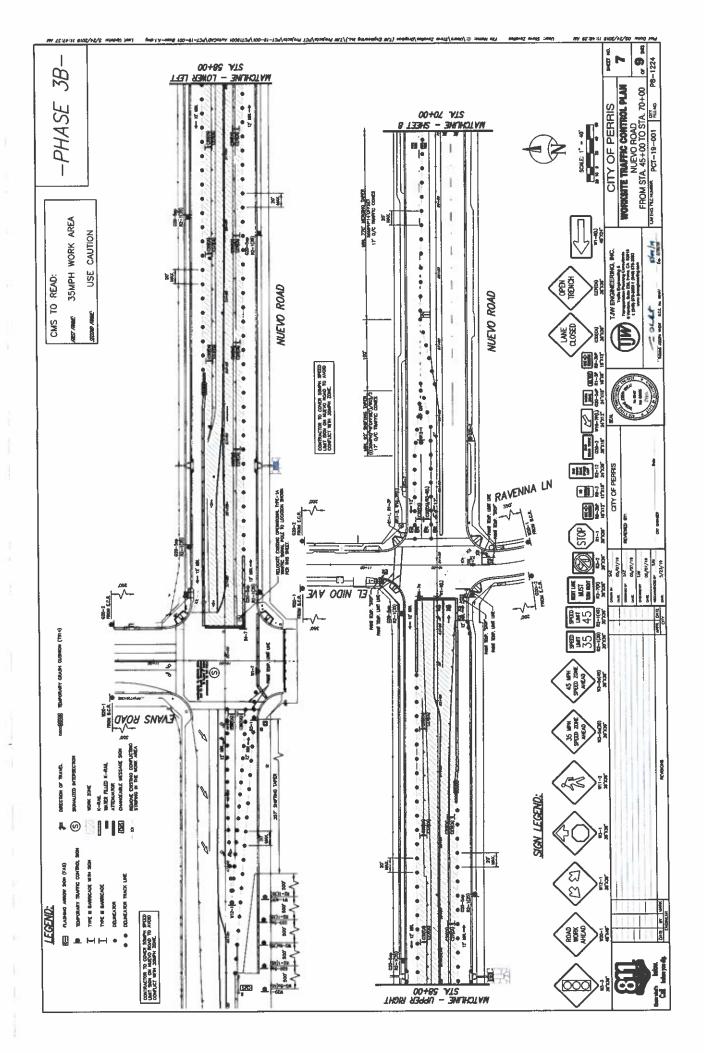












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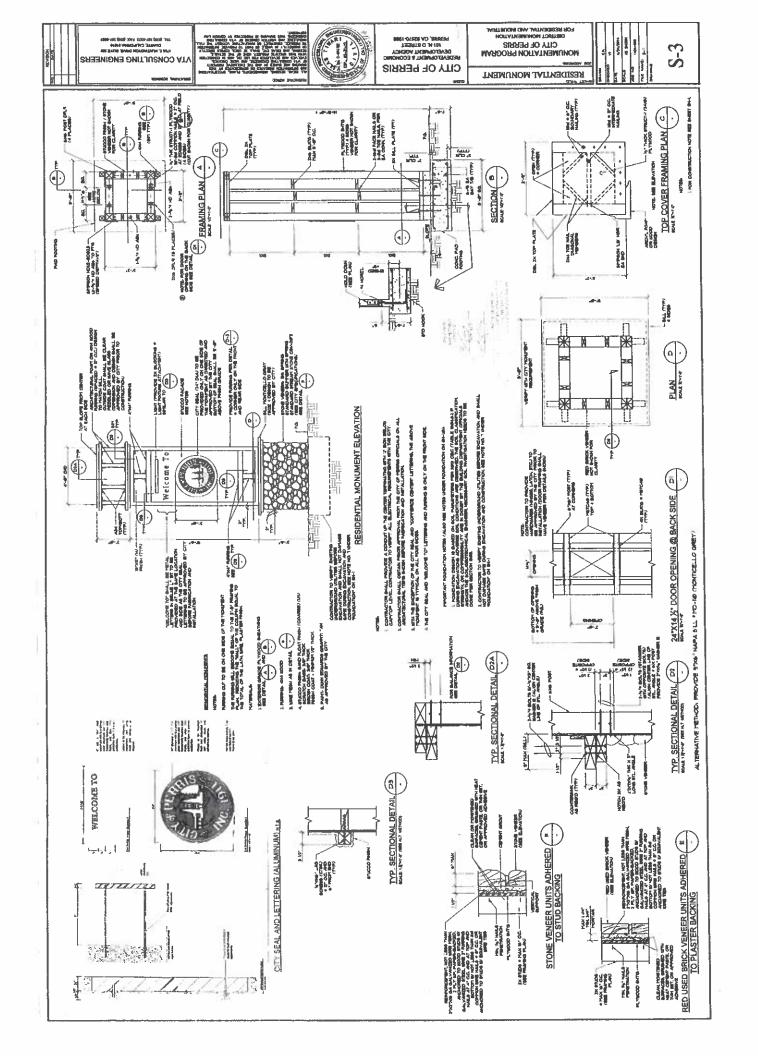
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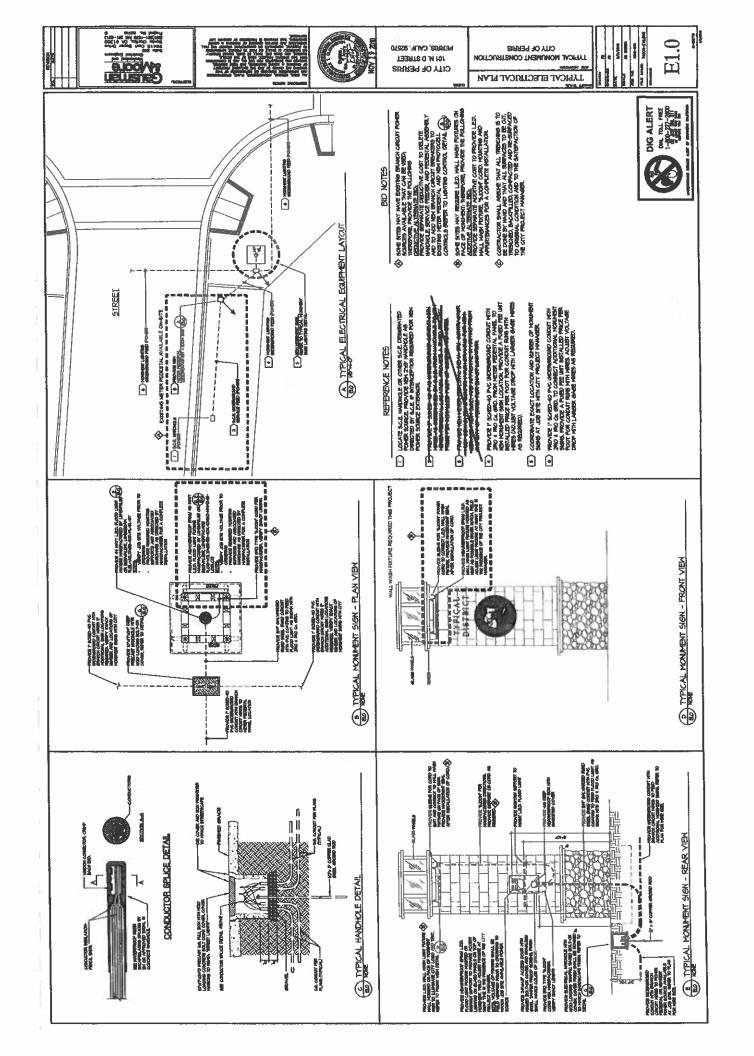
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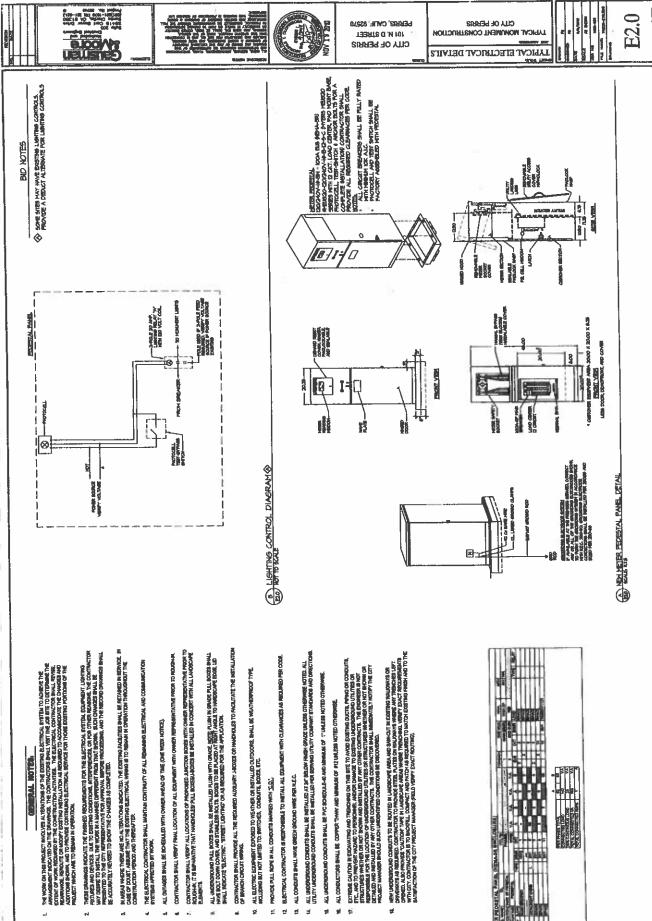
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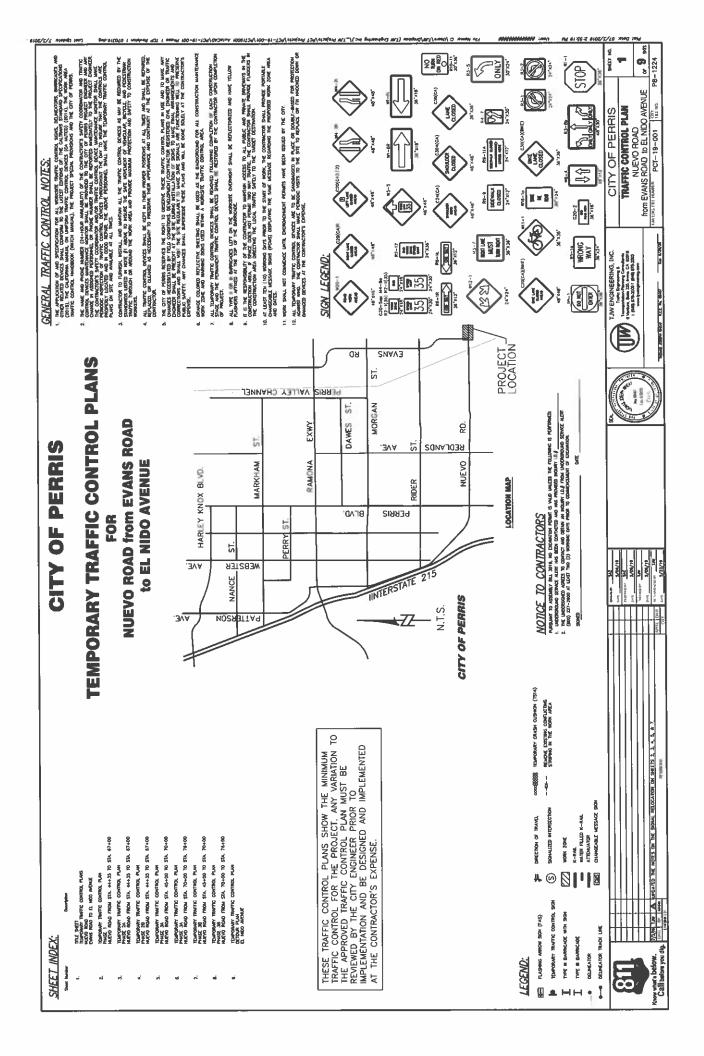
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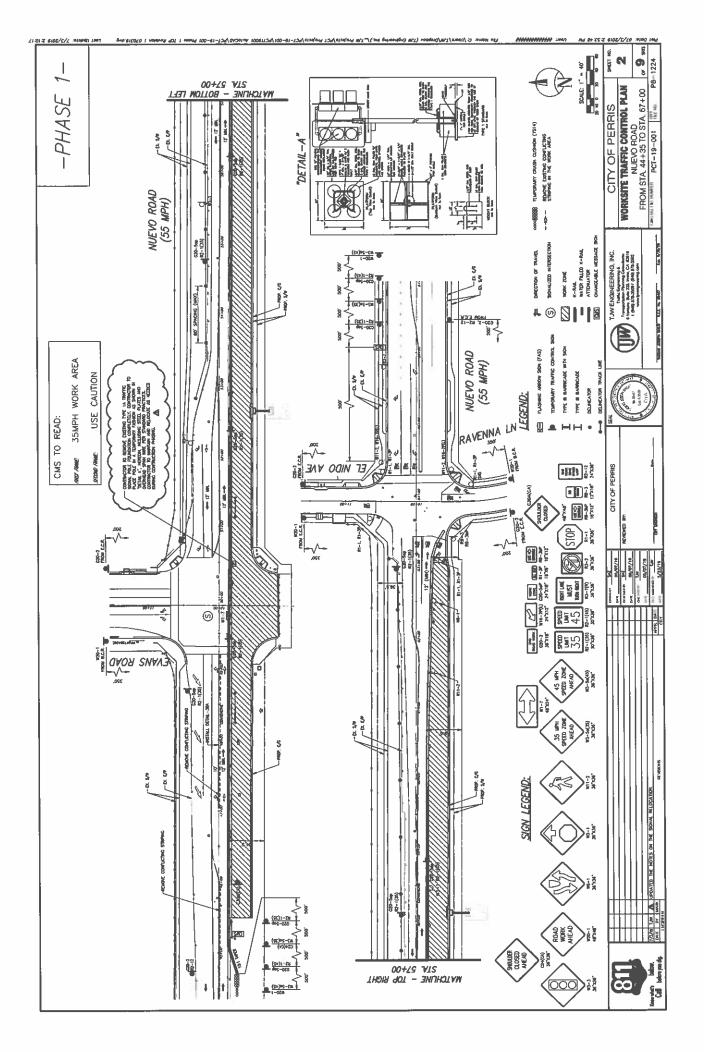
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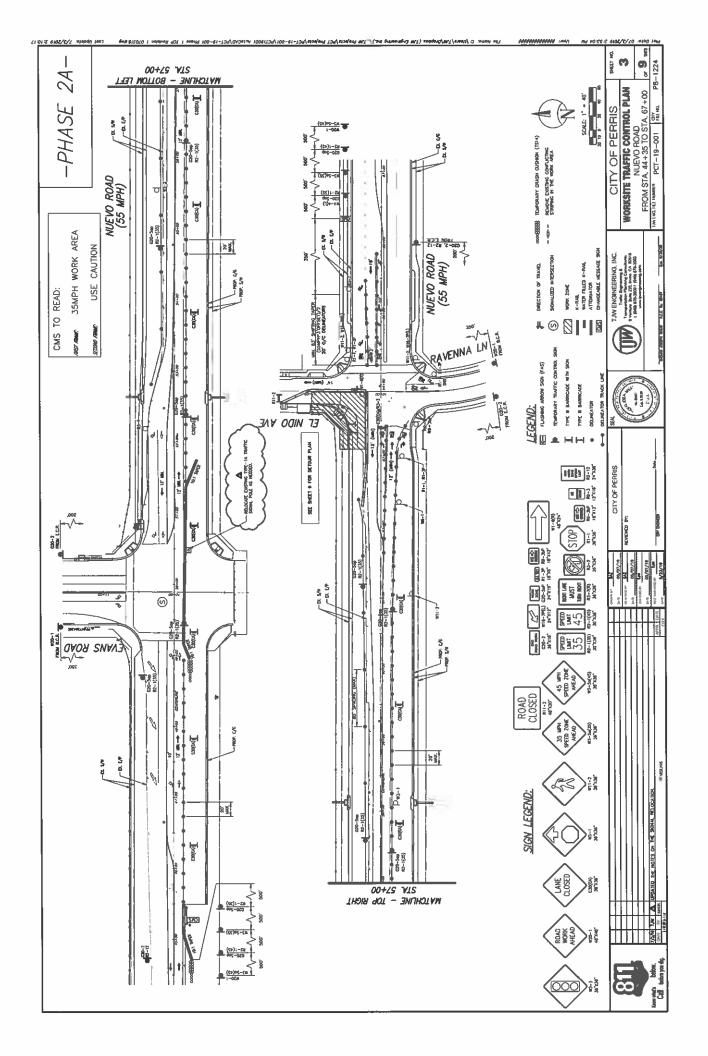


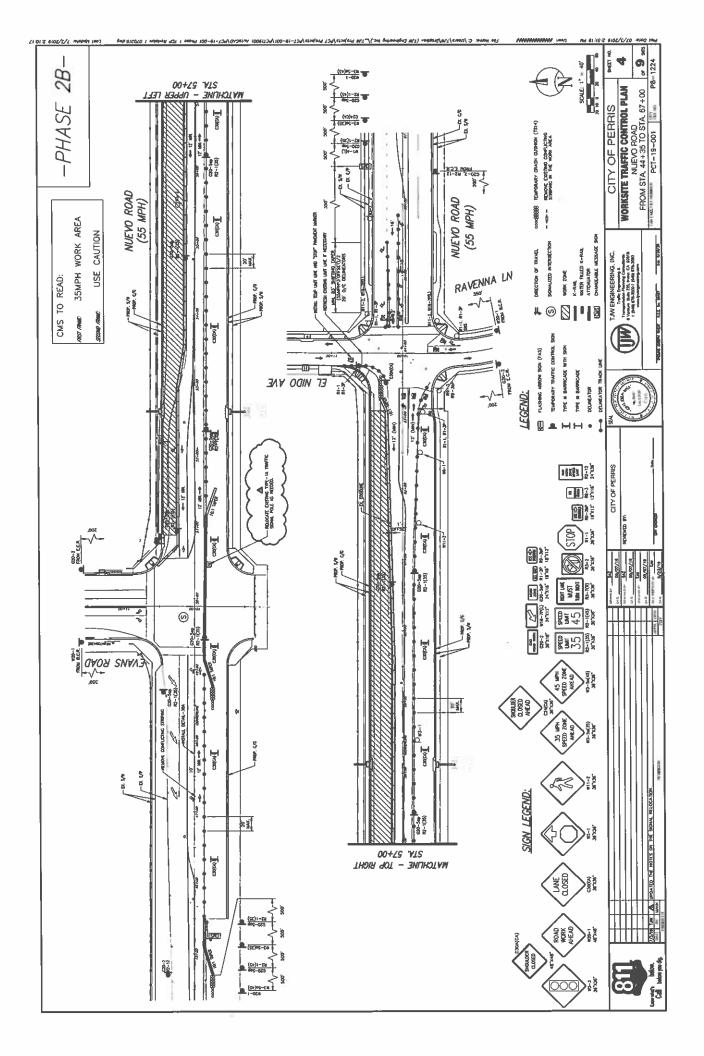


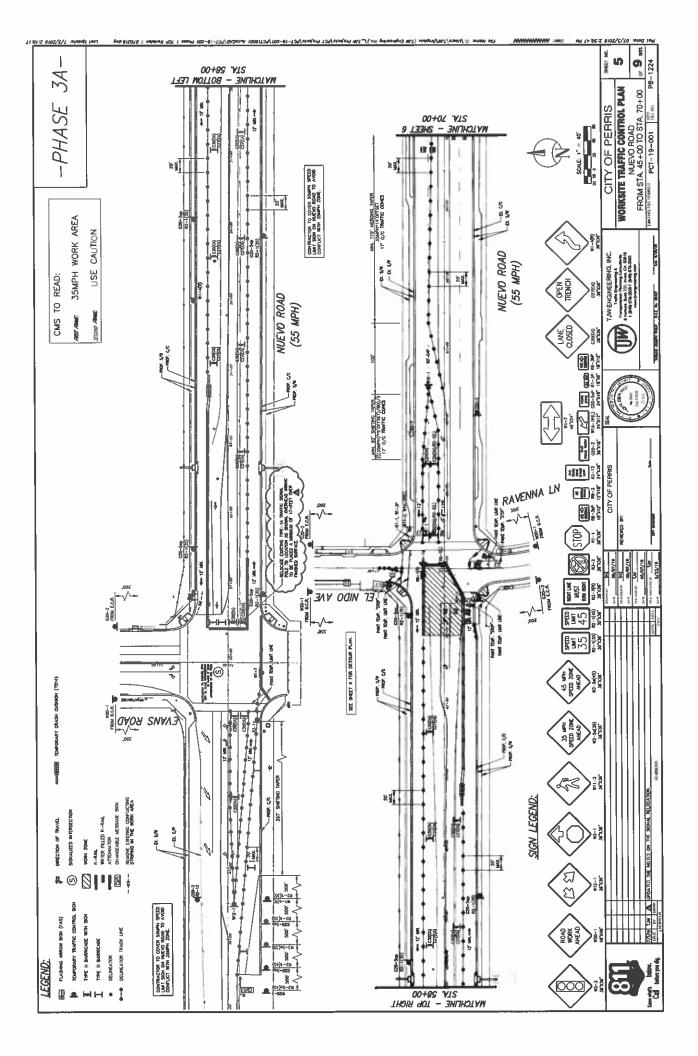


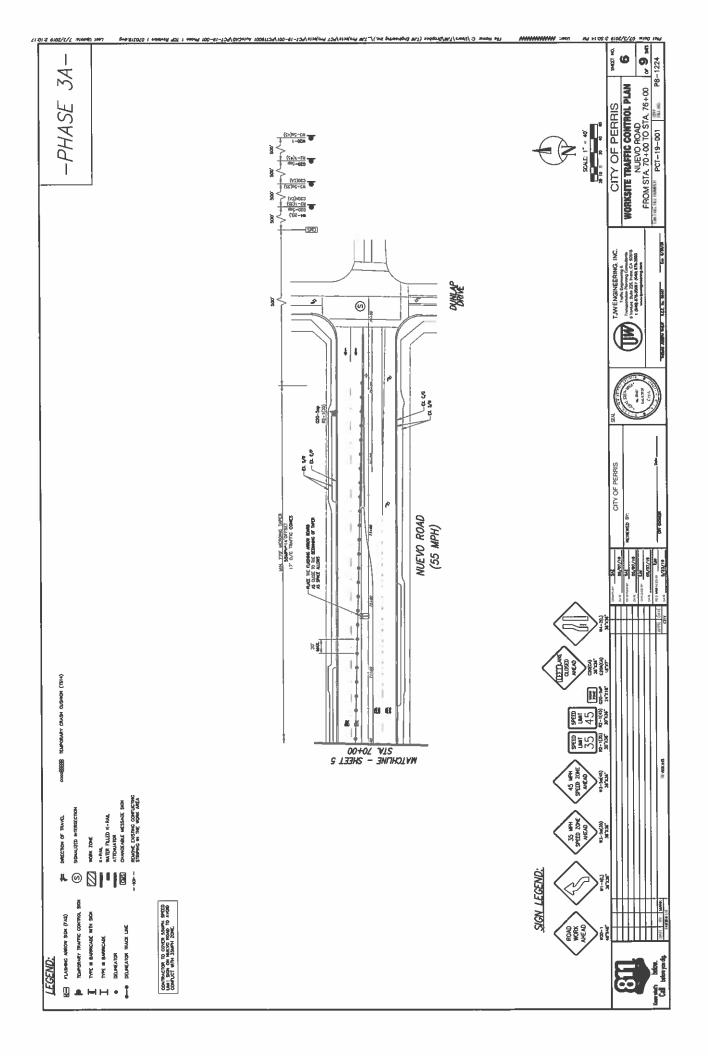


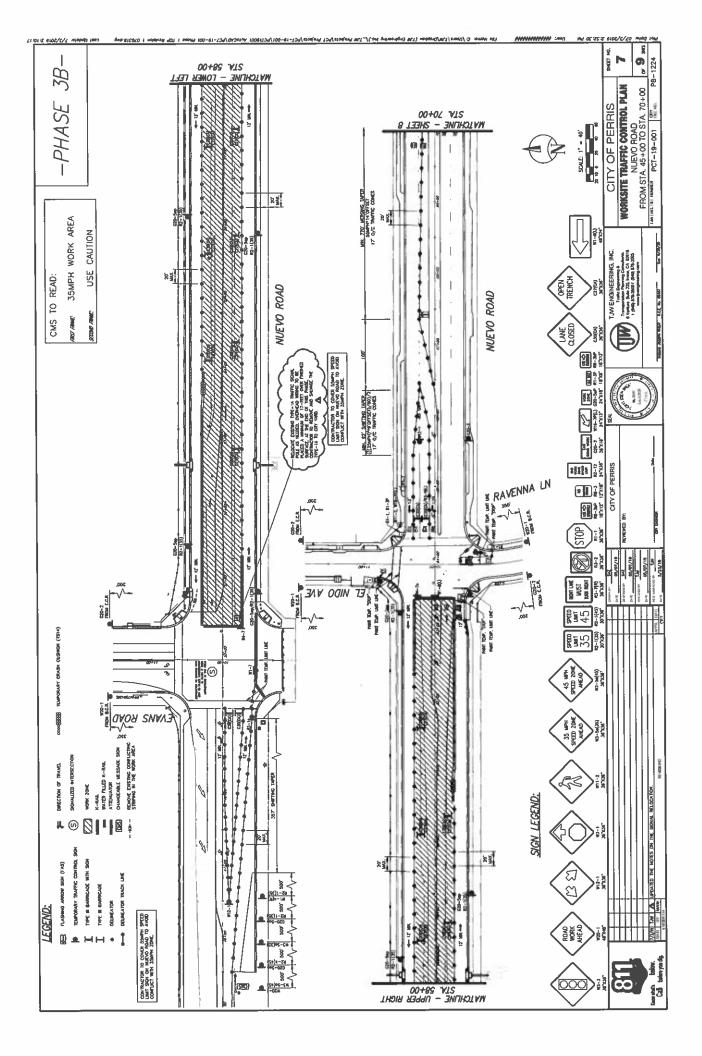


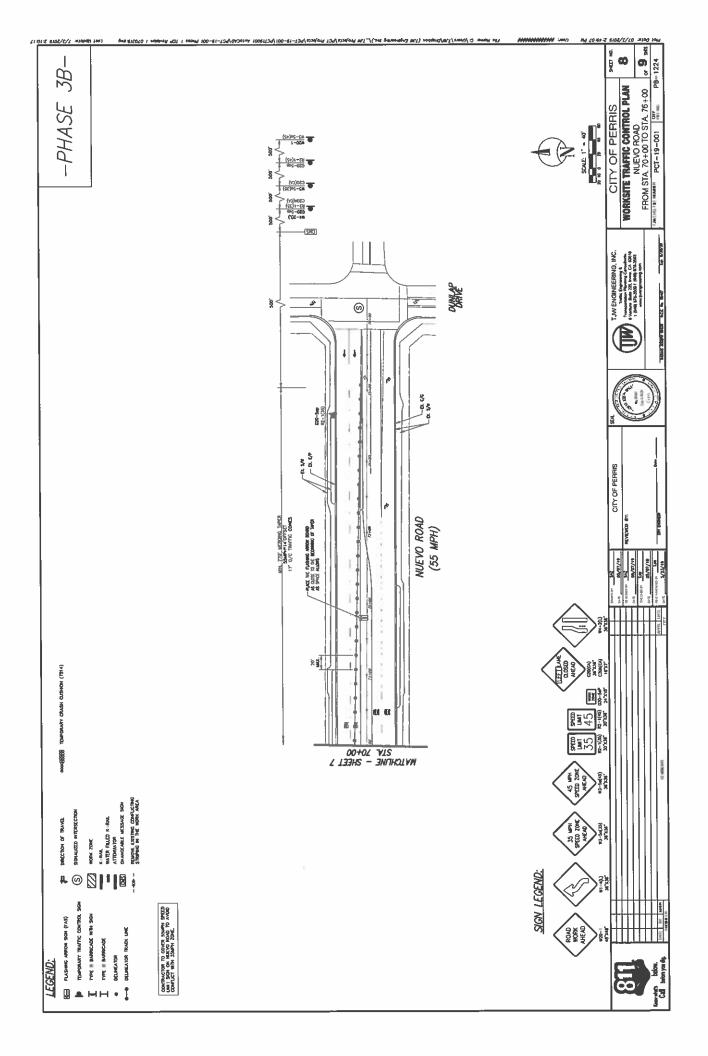


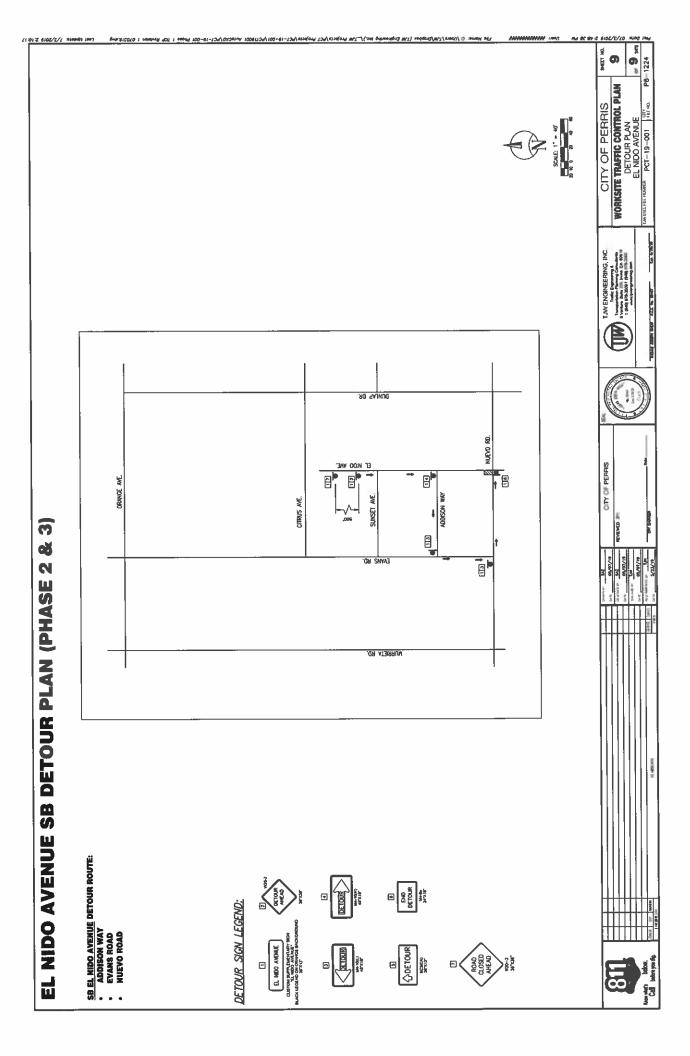














DRANGE COUNTY | LOS ANGELES | RIVERSIDE | CENTRAL VALLEY

3880 Lemon Street, Suite 520 Riverside, CA 92501 P (951) 241-7338 F (951) 300-0985

AWATTORNEYS COM

June 13, 2019

Via Certified Mail

ParkWest Associates/ East West Properties 235 Park Avenue South, 8th Floor New York, NY 10003 Attn: Michael Palin

Re: <u>City of Perris ParkWest Development Agreement - Notice of Commencement of Construction and Demand for Payment of Note Amount</u>

Dear Mr. Palin:

The City of Perris ("City") and ParkWest Associates/East West Properties ("Developer") entered into that certain Amendment No. 1 to ParkWest Development Agreement dated on or about January 30, 2018 ("Amendment"). The Amendment extended the term of the Development Agreement for an additional 10 years, to January 27, 2028. Section 4 of the Amendment provided that in consideration for the extension, the Developer agreed to pay to City a Public Benefit Fee of \$2,000,000. The Public Benefit Fee was further memorialized in a Promissory Note ("Note") and Deed of Trust.

Pursuant to Section 2 of the Note, Developer/Maker shall pay the entire Note Amount prior to the Maturity Date, which is City's commencement of construction of the Nuevo Crossing Improvements. City/Holder shall provide written notice to Developer/Maker of the date City intends to commence construction. City has now issued a request for bids for the Nuevo Crossing Improvements. As noted on the attached cover page, the bid opening will be on July 8, 2019, the expected award of contract is July 30, 2019, and the mandatory start of construction will be August 19, 2019.

This letter is notice of City's intent to begin construction of the Nuevo Crossing Improvements, and demand for payment of the \$2 million Public Benefit Fee pursuant to the Note and Deed of Trust.

Please contact me if you have any questions.

Sincerely,

ALESHIRE & WYNDER, LLP

Eric L. Dunn City Attorney

ELD:WGA

Attachment: Project Cover Page

cc: Dean Palin

John A. Ramirez, Esq.



July 15, 2019

via e-mail

City of Perris
Engineering Department
24 South "D" Street, Suite 100
Perris, CA 92570

Attn: Habib Motlagh, City Engineer

Re: Nuevo Road Widening (Evans Road to El Nido Avenue/Ravena Lane)

City Project No. P8-1224 Bid Opening: July 10, 2019

Subj: Bid Protest

Dear Mr. Motlagh:

This serves as a formal protest of the bids submitted by Hillcrest Contracting, Inc. (Hillcrest) and GMC Engineering, Inc. (GMC) on the above-referenced Contract, as their respective bids were incomplete and not in conformance with the bid documents.

Granite Construction Company (Granite) timely submitted a responsive bid to the City of Perris (City) for the above-referenced Contract on July 10, 2019 and has standing to submit this bid protest. Hillcrest was the apparent low bidder, GMC was the apparent second low bidder, and Granite was the apparent third low bidder.

The following requirements, which were not followed by Hillcrest or GMC, are clearly stated in the specifications:

- The bid documents checklist clearly instructed each bidder to "please insure (sic) that you
 have completed the following documents and have submitted originals with your proposal, as
 only responsive bids will be considered" and listed all documents to be completed.
- Page BF-1 of the Bid Forms clearly stated that "completion and submittal of all enclosed forms including, but not limited to sheets BF-9 & BF-10 is required and must be included with original bid. Failure to submit the required documents shall be deemed as an incomplete bid and shall not be considered by City as a valid bid."

The following paragraphs detail certain apparent defects in the bids of both Hillcrest and GMC, specifically how each failed to comply with the bid instructions and submit complete documentation as required. Accordingly, the City must deem both bids non-responsive and invalid for award consideration.



GMC did not comply with the Instructions to Bidders in the following ways:

- 1. GMC did not complete the Equal Employment Opportunity Certification for proposed Subcontractors as required by Page BF-3.
- 2. GMC did not attest the signatures of the Principal or the Attorney in Fact as required on the Bid Bond, Page BF-8B. An incomplete bid bond provides GMC with a competitive and material advantage, if it can withdraw its bid without penalty after seeing the numbers.
- 3. GMC did not list any proposed substitutions on Page BF-10. Granite performed due diligence and called every vendor on the list to make sure they could supply the specified material. We learned that Fusion Products does not manufacture Cast Aluminum City Seals and obtained a quote from Storyland Studios. We also learned that Napa Valley Cast Stone is no longer in business and listed California Stonecraft, LLC.
- 4. GMC did not attest the signature as required on Page BF-11
- 5. GMC did not attest the signature as required on Page BF-12
- 6. GMC did not attest the signature as required on Page BF-13
- 7. GMC did not list the DIR registration date as required on Page BF-15. GMC also did not list the license type on Page BF-15 as is required in bold and underlined typing.

The numerous defects and omissions in RMC's bid noted above cannot be waived by the City. Bid variances that allow an unfair bidding opportunity must result in the bid being declared non-responsive and rejected. California courts have determined that deviations or variances may only be overlooked "if the variance cannot have affected the amount of the bid or give the bidder an advantage or benefit not allowed other bidders." (Konica Business Machines U.S.A., Inc. v. Regents of University of California (1988) 206 Cal.App.3d 449, 454.) Here, as noted above, the defects within GMC's bids are numerous and certain of them are material—and should the City attempt to waive them, GMC will have an advantage not allowed other bidders, including Granite. Accordingly, because Konica does not allow the City to waive the defects in GMC's bid, the City must reject GMC's bid.



Hillcrest did not comply with the Instructions to Bidders in the following ways:

1. Hillcrest did not complete the Bid Schedule on Page BF-2D. The bid documents checklist clearly states that the bid schedule of values is to be submitted via Active Bidder and submitted via scanned documents BF-2A to BF 2D. Page BF-1 of the Bid Forms states that "completion and submittal of all enclosed forms including, but not limited to sheets BF-9 & BF-10 is required and must be included with original bid. Failure to submit the required documents shall be deemed as an incomplete bid and shall not be considered by City as a valid bid."

Furthermore, Page BF-1 of the Bid Forms states that no separate payment will be made for any item that is not specifically set forth in the Schedule of Bid Items. All costs, therefore, shall be included in the prices named in the Schedule of Bid Items for the various appurtenant items of work. In case of discrepancy between words and figures, words shall prevail. In this case, Hillcrest did not write their bid total in words, nor is there any evidence that the person who submitted the numbers within the Active Bidder program in authorized to do so by Hillcrest.

- 2. Hillcrest did not complete the Equal Employment Opportunity Certification for proposed Subcontractors as required by Page BF-3.
- 3. Hillcrest did not fill in the name of the person who inspected the site or the date of the inspection on Page BF-7.
- 4. Hillcrest did not sign Addenda #1 as required. The document clearly states that "this <u>signed</u> Addendum must accompany your Bid on Active Bidder." Specifically, this technicality within Hillcrest's bid allowed Hillcrest to avoid being contractually bound, i.e., Hillcrest could have invoked Public Contract Code section 5103 and withdrawn its bid. Public Contract Code section 5103 applies when "[a] mistake was made ... [¶] ... [¶] ... in filling out the bid," and the mistake 'made the bid materially different than' the bidder intended." (Bay Cities Paving & Grading, Inc. v. City of San Leandro (2014) 223 Cal.App.4th 1181, 1197 [167 Cal.Rptr.3d 733].)
- 5. Hillcrest did not attest the signature of the Attorney in Fact as required on the Bid Bond, Page BF-8B. An incomplete bid bond provides Hillcrest with a competitive and material advantage since it can withdraw its bid without penalty after seeing the numbers
- 6. Hillcrest did not list any proposed substitutions on Page BF-10. Granite performed due diligence and called every vendor on the list to make sure they could supply the specified material. We learned that Fusion Products does not manufacture Cast Aluminum City Seals and obtained a quote from Storyland Studios. We also learned that Napa Valley Cast Stone is no longer in business and listed California Stonecraft, LLC.
- 7. There is no evidence of Corporate Seals on Pages BF-7, BF-8B, BF-11, BF-12, and BF-13.



The numerous defects and omissions in Hillcrest's bid noted above cannot be waived by the City. Bid variances that allow an unfair bidding opportunity must result in the bid being declared non-responsive and rejected. California courts have determined that deviations or variances may only be overlooked "if the variance cannot have affected the amount of the bid or give the bidder an advantage or benefit not allowed other bidders." (Konica Business Machines U.S.A., Inc. v. Regents of University of California (1988) 206 Cal.App.3d 449, 454.) Here, as noted above, the defects within Hillcrest's bids are numerous and certain of them are material—and should the City attempt to waive them, Hillcrest will have an advantage not allowed other bidders, including Granite. Accordingly, because Konica does not allow the City to waive the defects in Hillcrest's bid, the City must reject Hillcrest's bid.

Summary

In summary, the bids submitted by Hillcrest and GMC did not comply with the Instructions to Bidders and other bidding procedures outlined within the documents issued for bid. Certain of these bid defects are material and cannot not be waived, as they give a substantial competitive advantage to Hillcrest and GMC over the other bidders, including Granite. Accordingly, Granite respectfully requests that the City uphold Granite's bid protest and find both bids to be non-responsive and award the Contract to Granite, as the lowest responsive and responsible bidder.

Thank you for your attention to the concerns outlined in this letter. If you have any questions, please contact me at (760) 391-6247.

Sincerely,

GRANITE CONSTRUCTION COMPANY

Joe Richardson Chief Estimator

Attachments:

- 1. Bid Document Checklist
- 2. Page BF-1 of the Bid Forms
- 3. Bid Submitted by Hillcrest
- 4. Bid Submitted by GMC
- 5. Bid Submitted by Granite



Bid Protest - Nuevo Road Widening - Bid Date 7/10/19

Richardson, Joe < Joe.Richardson@gcinc.com>

Wed, Jul 17, 2019 at 9:43 PM

To: Habib Motlagh habib@trilakeconsultants.com

Cc: Brad Brophy sharon@trilakeconsultants.com, "sharon@trilakeconsultants.com

Hi Habib,

Please see my additional comments below in blue for your review. Thank you again for your help.

[Quoted text hidden] [Quoted text hidden]

Page 3 – Item 1 - Regarding BF-2A to BF-2D: It is true that the forms were not completed with bid totals due to the receipt of last minute pricing and bid closing the update documents were not re-scanned and re-submitted. Since this was an electronic bid proposal, Hillcrest submitted the completed bid schedule through Active Bidder on time. Hillcrest can provide the completed documents upon request. – This form was not completed per the Instructions to Bidders and the timeframe to correct clerical errors had passed prior to this response. There is no evidence that the person who submitted the numbers within the Active Bidder program in authorized to do so by Hillcrest. In case of discrepancy between words and figures, words shall prevail and no words were filled out by Hillcrest.

Page 3 – Item 2 – Regarding BF-3: Hillcrest Contracting acknowledged Equal Employment Opportunity Certification. Further acknowledgement from the listed sub-contractors can be provided upon request. – Hillcrest completed it for themselves, but did not complete it for the Subcontractors as is required by the form.

Page 3 – Item 3 – Regarding BF-7: It is true the name of the person who inspected was not included. Jason G. Jones inspected the site. Hillcrest can provide the completed documents upon request. – This form was not completed and the timeframe to correct clerical errors passed prior to this response.

Page 3 – Item 4 – Regarding Addendum #1: Hillcrest Contracting acknowledged receipt of Addenda #1 on BF-7. The bid was also submitted on the revised bid date of July 10, 2019 as stated in Addendum #1. – Hillcrest did not sign Addenda #1 as required. The document clearly states that "this signed Addendum must accompany your Bid on Active Bidder.

Page 3 – Item 5 – Regarding BF-8B: Hillcrest contends that the bid bond was signed and submitted as complete. – It is clear that this form was not complete, as Hillcrest did not attest the signature of the Attorney in Fact as required on the Bid Bond

Page 3 – Item 6 – Regarding BF-10: Fusion Products is a legitimate supplier. California Stonecraft is the current manufacturer of the cast stone product and sells it as Napa Valley Cast Stone. This is a technicality. Fusion Products is a legitimate supplier, but they do not manufacture the Cast Aluminum City Seals. I will forward a separate e-mail we received from Fusion Products that verifies this fact. Hillcrest did not call suppliers pre-bid and this gave them a material advantage by allowing them to price these items at a unrealistically low price. They can potentially request a Change Order after award of the job once it is realized that the specified providers do not manufacture the products called out. Granite ensured that all parts and pieces were priced appropriately and provided the City with a complete bid.

Page 3 – Item 7 – Regarding Corporate Seals: Our corporate seal stamp is embossed and unfortunately did not translate to the scanned documents. Hillcrest can provide the hard copy documents upon request. – Agreed, this could be the

case.

[Quoted text hidden]



GENERAL ENGINEERING CONTRACTORS

P.O. BOX 1898, CORONA, CA 92878-1898 PH: (951) 273-9600 || FAX: (951) 273-9608

July 17, 2019

Mr. Habib Motlagh Tri Lake Consultants 24 S. D St., #100 Perris, CA 92570

Project: Nuevo Rd. Widening Bid – City of Perris

Ref: Bid Protest Letter – Granite Construction

Dear Mr. Motlagh:

This letter is in response to the Nuevo Rd. Widening Bid – City of Perris bid protest letter dated July 15, 2019. I specifically address the Granite's list of alleged Hillcrest non-compliance items beginning on page 3 of their letter.

Page 3 – Item 1 - Regarding BF-2A to BF-2D: It is true that the forms were not completed with bid totals due to the receipt of last minute pricing and bid closing the update documents were not re-scanned and re-submitted. Since this was an electronic bid proposal, Hillcrest submitted the completed bid schedule through Active Bidder on time. Hillcrest can provide the completed documents upon request.

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Page 3 – Item 7 – Regarding Corporate Seals: Our corporate seal stamp is embossed and unfortunately did not translate to the scanned documents. Hillcrest can provide the hard copy documents upon request.

If you have any questions, please do not hesitate to contact me iason@hillcrestcontracting.com or at 951-283-5601

Sincerely,

Jason G. Jones Hillcrest Contracting Estimator / Project Manager

Michael Morales

From:

jason@hillcrestcontracting.com

Sent:

Friday, July 19, 2019 2:17 PM

To:

Michael Morales; Habib Motlagh

Cc:

Sharon Erb; Stuart McKibbin

Subject:

Nuevo Rd. Widening Proposal Dated 7/10/19 - Guarantee of BF-10 Materials and

Schedule #2 & #3 Pricing

Importance:

High

Michael and Habib,

Hillcrest agrees to the following in regards to the Nuevo Rd. Widening project which bid on 7/10/19.

- Hillcrest Contracting Inc. will be using the City's specified product "Fusion Sign and Design" for the Cast Aluminum Seal and that no substitutes are proposed by Hillcrest as indicated on the original Form BF-10.
- 2. Barring any changes in design or scope from the project plan and specifications at bid time all prices indicated on Hillcrest's originally submitted Bid Schedule #2 and Bid Schedule #3, per the July 10, 2019 bid proposal will remain the same and will be honored by Hillcrest

Thank you,

Jason G. Jones Hillcrest Contracting, Inc. Office: 951-273-9600 x-120 Mobile: 951-283-5601





July 17, 2019

City of Perris
Engineering Department
24 South "D" Street, Suite 100
Perris, CA 92570

Attn: Brad Brophy, PE

Tri Lake Consultants

Re: Nuevo Road Widening (Evans Road to El Nido Avenue/Ravena Lane)

City Project No. P8-1224

Response to Bid Protest Submitted by Granite Construction Company

Dear Mr. Brophy,

We have carefully reviewed our submitted bid proposal, and find that GMC Engineering, Inc. did in fact submit a responsive and responsible bid.

In retort to the protest filed by Granite Construction Company, please see below:

Granite Protest #1: GMC did not complete the Equal Employment Opportunity Certification for proposed Subcontractors as required by Page BF-3.

GMC Response #1: Typically in the competitive bidding process for public works, quotes from subcontractors and material suppliers are received up until the very last minute. It would be next to impossible to fill out AND scan into the computer AND upload the Equal Opportunity Certification for every subcontractor to the Active Bidder online system, in addition to all of the other, much more critical, documents (bid bond, addenda, line items, etc.) Nonetheless, each and every subcontractor listed by GMC Engineering, Inc. has been in business (the construction industry) for many years and has an excellent reputation. This information should be classified as a minor irregularity, and can be waived by the Agency per page 2 of Notice Inviting Bids. We are being transparent, and for your reference have attached this paperwork since we were unable to do this at bid time due to the above-mentioned time constraints.

Granite Protest #2: GMC did not attest the signatures of the Principal or the Attorney in Fact as required on the Bid Bond, Page BF-8B. An incomplete bid bond provides GMC with a competitive and material advantage, if it can withdraw its bid without penalty after seeing the numbers.

GMC Response #2: The bid bond submitted by GMC Engineering, Inc. had two notarizations attached – one for the signature of the Attorney-in-Fact of the Bonding Company, and one for the signature of the President of GMC Engineering, Inc., Gennady Chizhik. The bond was executed in full, and Granite's assertion that our bid bond is "incomplete" is completely inaccurate. In fact, the notarizations are the highest form of legal attestation.

Granite's claim that our bid bond, as submitted, would "provide GMC with a competitive and material advantage", is absolutely absurd. What is the incentive for us to spend time and resources putting together and submitting a competitive bid, only to withdraw it? On the contrary, the opposite is true — if we were to withdraw our bid, then all other bidders would have an advantage due to less competition. In our 22+ years in business as a successful public works contractor, we have never withdrawn a bid; furthermore, we even called the City on July 11th to see if we needed to deliver a hard copy of the bid bond or bid documents as is typically required by numerous other public agencies for the 3 apparent low bidders, and were told we would be contacted if this documentation was needed. We clearly have no intention of withdrawing our bid; rather, our desire is for the City to consider GMC Engineering, Inc. as the lowest responsive, responsible bidder and award this contract to us.

Granite Protest #3: GMC did not list any proposed substitutions on Page BF-10. Granite performed due diligence and called every vendor on the list to make sure they could supply the specified material. We learned that Fusion Products does not manufacture Cast Aluminum City Seals and obtained a quote from Storyland Studios. We also learned that Napa Valley Cast Stone is no longer in business and listed California Stonecraft, LLC.

GMC Response #3: GMC Engineering, Inc. has submitted as part of the bid package form BF-10. At the time of the bid and based on the quotes received, we were not made aware of any deviations or need for substitutions of specified manufacturers or material suppliers. GMC will be utilizing the services of Bravo Sign & Design, Inc., a contractor well known and respected in the industry, who we have completed public works projects with the sign portion ranging from \$5,000 to \$500,000. In fact, Bravo Sign & Design, Inc. has completed another project for the City of Perris (D Street Improvements) utilizing the same components as on this project.

If anything, the City of Perris should be concerned with the value of Granite Construction's "Schedule B", and their ability to perform this portion of work in compliance with Page BF-10 requirements. As it states at the top of Page BF-10, "the contractor should ascertain prior to bidding the acceptability of substitutes". <u>Did Granite Construction request and obtain the City's approval for their substitutions prior to the bid?</u> If so, then the City should have issued an Addendum so all bidders could have an equal opportunity to utilize the same sources. Addendum #1 clearly did not provide this information.

Granite Protest #4: GMC did not attest the signature as required on Page BF-11

GMC Response #4: Page BF-11 requires a seal "if Bid is by a Corporation", which GMC provided. The "attest" line was left blank, as President of GMC Engineering, Inc. Gennady Chizhik had already signed on the same page several lines up. It would be redundant for him to sign the same sheet twice, attesting to his own signature. Furthermore, the last 2 sheets included

in the bid package is a resolution authorizing Gennady Chizhik to sign/execute all contracts and documents on behalf of GMC Engineering, Inc., followed by a notarization validating that

document. That paperwork in itself is a formal attestation to Gennady Chizhik's signature on any and all contract documents that prefaced it.

Granite Protest #5: GMC did not attest the signature as required on Page BF-12

GMC Response #5: Please see response to #4

Granite Protest #6: GMC did not attest the signature as required on Page BF-13

GMC Response #6: Please see response to #4

Granite Protest #7: GMC did not list the DIR registration date as required on Page BF-15. GMC also did not list the license type on Page BF-15 as required in bold and underlined typing.

GMC Response #7: The DIR registration date and expiration date for GMC Engineering, Inc. and each listed subcontractor was included (and was specifically highlighted) on the printouts from the DIR Web Search immediately following Page BF-15. Not including the specific license type is a minor oversight, and per page 2 of the Notice Inviting Bids, "Agency may waive informalities, irregularities, or defects...". This information can be easily obtained via the CSLB website, and is attached for the City's reference.

Granite's comment regarding "bold and underlined typing" is clearly just how page BF-15 is formatted – the bottom line of each column title has a line running underneath it. It does not emphasize particular importance of those specific words over any others.

In summation, Granite Construction's claim that GMC Engineering, Inc.'s bid has "numerous defects and omissions" and "gives a substantial competitive advantage" is <u>without merit!</u>

It appears that Granite Construction Company's protest mentions numerous legal court cases and decisions that are not applicable to this bid, but rather more of an attempt to intimidate and influence the City's decision-making process. None of the so-called "issues" with our bid would justify the City of Perris spending additional taxpayer money to complete this project. Granite Construction came in 3rd both on just the base bid alone, and on the total bid, and are now being petty. GMC Engineering, Inc. is the apparent lowest bidder on the base bid, and apparent second lowest bidder overall.

We trust that the City of Perris will make the appropriate decision in awarding this project to the lowest, responsible and responsive bidder.

Mizlelle -

Respectfully Submitted,

GMC Engineering

Gennady Chizhik

President

DISCLAIMER: A license status check provides information taken from the CSLB license database. Before relying on this information, you should be aware of the following limitations.

CSLB complaint disclosure is restricted by law (B&P 7124.5) If this entity is subject to public complaint disclosure, a link for complaint disclosure will appear below. Click on the link or button to obtain complaint and/or legal action information.

Per B&P 7071.17 only construction related civil judgments reported to the CSLB are disclosed. Arbitrations are not listed unless the contractor fails to comply with the terms of the arbitration.

Due to workload, there may be relevant information that has not yet been entered onto the Board's license database.

Business Information

GMC ENGINEERING INC 1401 WARNER AVENUE #B TUSTIN, CA 92780 Business Phone Number:(714) 247-1040

> Entity Corporation Issue Date 08/11/1997 Expire Date 08/31/2021

This license is current ar	d active.	
All information below should b	a reviewed.	
	Classifications	
A - GENERAL ENGINEERING B - GENERAL BUILDING CON	CONTRACTOR TRACTOR	

DISCLAIMER: A license status check provides information taken from the CSLB license database. Before relying on this information, you should be aware of the following limitations.

CSLB complaint disclosure is restricted by law (BAP 7124.5) If this entity is subject to public complaint disclosure, a link for complaint disclosure will appear below. Click on the fink or button to obtain complaint and/or legal action information.

Per BAP 7071.17, only construction related civil judgment reported to the CSLB are disclosed. Arbitrations are not listed unless the contractor fails to comply with the terms of the arbitration.

Due to workload, there may be relevant information that has not yet been entered onto the Board's ticense database.

Business Information

MACADEE ELECTRICAL CONSTRUCTION 4821 LANIER ROAD CHINO, CA 91710

Business Phone Number: (909) 627-1336

Entity Corporation Issue Date 12/19/1989 Expire Date 12/31/2019

This license is current and active.	
All information below should be reviewed.	
	Classifications
C10 - ELECTRICAL	

DISCLAIMER: A license status check provides information taken from the CSLB license database. Before relying on this information, you should be aware of the following limitations.

CSLB complaint disclosure is restricted by law (84P 7124.6) If this entity is subject to public complaint disclosure, a link for complaint disclosure will appear below. Click on the link or button to obtain complaint and/or legal action information.

Per 84P 7071.17, only construction related civil judgments reported to the CSLB are disclosed. Arbitrations are not listed unless the contractor fails to comply with the terms of the arbitration.

Due to workload, there may be relevant information that has not yet been entered onto the Board's license database.

Business Information

BRAVO SIGN & DESIGN INC 520 S CENTRAL PARK AVE E ANAHEIM, CA 92802 Business Phone Number: (714) 284-0500

Entity Corporation
Issue Date 04/01/1992
Relssue Date 03/21/2012
Expire Date 03/31/2020

This license is current and a	ctive.	
All information below should be rev	ewed.	
	Classifications	
A - GENERAL ENGINEERING CON' C-61 / D42 - NON-ELECTRICAL SIG	TRACTOR N INSTALLATION	

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Per B&P 7071.17, only construction related civil judgments reported to the CSLB are disclosed.

Arbitrations are not listed unless the contractor fails to comply with the terms of the arbitration.

Due to workload, there may be relevant information that has not yet been entered onto the Board's license database.

Business Information

MARTINEZ CONCRETE INC 920 W FOOTHILL BLVD AZUSA, CA 91702 Business Phone Number: (626) 334-2979

Entity Corporation issue Date 10/21/1980 Expire Date 10/31/2020

This license is current and active.		
information below should be reviewed.		
	Classifications	
A - GENERAL ENGINEERING CONTRACT C-8 - CONCRETE	OR	

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Due to workload, there may be relevant information that has not yet been entered onto the Board's ticense database.

Business Information

B C RENTALS LLC
dba B C TRAFFIC SPECIALIST

638 W SOUTHERN AVE ORANGE, CA 92865 Business Phone Number: (714) 974-1190

Entity Ltd Liability
Issue Date 05/12/2006
Reissue Date 02/06/2019
Expire Date 02/28/2021

License Status

This license is current and active.

All information below should be reviewed.

Classifications

A - GENERAL ENGINEERING CONTRACTOR

C-61 / D42 - NON-ELECTRICAL SIGN INSTALLATION

C-61 / D06 - CONCRETE RELATED SERVICES

C-61 / D38 - SAND AND WATER BLASTING

C-61 / D64 - SWPPP

C31 - CONSTRUCTION ZONE TRAFFIC CONTROL

C32 - PARKING AND HIGHWAY IMPROVEMENT

B - GENERAL BUILDING CONTRACTOR

C-61 / D31 - POLE INSTALLATION AND MAINTENANCE

Quantities above are for the purpose of comparison only and payments will be made on the basis of actual measurement of work completed. Measurements which vary from estimated quantities, shall require verification by City, and a written change order will be required prior to payment. For quantities indicated as lump sum, Contractor shall be paid at the Contract per lump sum price indicated, and shall include full compensation for all work and no additional compensation will be allowed thereof. Where discrepancies occur between words and figures, the words shall govern. Upon receipt of the Notice of Award, Contractor shall submit to the Agency for approval, a detailed breakdown of the Contractor's cost estimate into the various elements of materials and construction operations. When approved, this breakdown will serve as a basis for the Agency to determine partial payments.

If awarded this contract, the Bidder agrees to execute the Contract and submit the Labor and Materiais Payment Bond, Contract Performance Bond, and Insurance Certificates on the required forms within ten (10) calendar days from the date of the Notice of Award. The Notice of Award shall be accompanied by the necessary Contract, Bond, and Insurance Certificate forms. In case of failure of the Bidder to execute the Contract, the Agency may at his option consider the Bidder in default, in which case the Bid Bond, or any deposit in lieu thereof, accompanying the proposal shall become the property of the Agency. Forfeiture of the Bid Bond, or any deposit in lieu thereof, does not preclude the Agency from seeking all other remedies provided by law to recover losses sustained as a result of the Contractor's failure to execute a written agreement to perform the work at his Bid Price.

The Bidder's execution on the signature portion of this proposal shall also constitute an endorsement and execution of those certifications which are a part of this Proposal.

EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

The bidder______, proposed subcontractor Macabe Electrical____, hereby certifies that he has _x____, has not______, participated in a previous contract or subcontract subject to the equal opportunity clause, as required by Executive Orders 10925, 11114, or 11246, and that, where required, he has filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

NOTE: The above certification is required by the Equal Employment Opportunity

Quantities above are for the purpose of comparison only and payments will be made on the basis of actual measurement of work completed. Measurements which vary from estimated quantities, shall require verification by City, and a written change order will be required prior to payment. For quantities indicated as lump sum, Contractor shall be paid at the Contract per lump sum price indicated, and shall include full compensation for all work and no additional compensation will be allowed thereof. Where discrepancies occur between words and figures, the words shall govern. Upon receipt of the Notice of Award, Contractor shall submit to the Agency for approval, a detailed breakdown of the Contractor's cost estimate into the various elements of materials and construction operations. When approved, this breakdown will serve as a basis for the Agency to determine partial payments.

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The Bidder's execution on the signature portion of this proposal shall also constitute an endorsement and execution of those certifications which are a part of this Proposal.

EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

The bidder _____, proposed subcontractor Brave Sign & Design _, hereby certifies that he has _X__, has not _____, participated in a previous contract or subcontract subject to the equal opportunity clause, as required by Executive Orders 10925, 11114, or 11246, and that, where required, he has filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

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The Bidder's execution on the signature portion of this proposal shall also constitute an endorsement and execution of those certifications which are a part of this Proposal.

EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

The bidder	, proposed subcon	itractor Martinez Concrete	hereby
certifies that he has _X	_, has not, participate	ed in a previous contract or su	bcontract
subject to the edual oppor	itunity clause, as required :	by Executive Orders 10925, 1	1114 or
11246, and that, where re	quired, he has filed with th	e Joint Reporting Committee.	the Director
of the Office of Federal Co	ontract Compliance, a Fed	eral Government contracting of	or
administering agency, or t	the former President's Con	nmittee on Equal Employment	Opportunity.
all reports due under the a	applicable filing requiremen	nts.	

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If awarded this contract, the Bidder agrees to execute the Contract and submit the Labor and Materials Payment Bond, Contract Performance Bond, and Insurance Certificates on the required forms within ten (10) calendar days from the date of the Notice of Award. The Notice of Award shall be accompanied by the necessary Contract, Bond, and Insurance Certificate forms. In case of failure of the Bidder to execute the Contract, the Agency may at his option consider the Bidder in default, in which case the Bid Bond, or any deposit in lieu thereof, accompanying the proposal shall become the property of the Agency. Forfeiture of the Bid Bond, or any deposit in lieu thereof, does not preclude the Agency from seeking all other remedies provided by law to recover losses sustained as a result of the Contractor's failure to execute a written agreement to perform the work at his Bid Price.

The Bidder's execution on the signature portion of this proposal shall also constitute an endorsement and execution of those certifications which are a part of this Proposal.

EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

The bidder	proposed su	bcontractor ***C. ***	Traffic .	hereby
certifies that he has X,	has not .partic	cipated in a previou	s contract or subco	antract
Moddo (Bube edna) opport	nity clause, as requ	ired by Executive (Orders 10925 1111	A or
11240, and that, where req	iired, he has filed w	ith the Joint Report	ing Committee the	Director
of the Office of Federal Cor	tract Compliance, a	Federal Governme	ent contracting or	
administering agency, or th	a former President's	Committee on Equ	ual Employment Op	portunity.
all reports due under the ap	plicable filing requin	ements.		

NOTE: The above certification is required by the Equal Employment Opportunity

