### Nuevo Road Widening (Evans Road to El Nido Avenue/Ravenna 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

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|   | Adjust to grade telephone manholes | $1,700.00 | $3,400.00 |
| 27 | Install 3" conduit                | $50.00    | $8,750.00 |
| 28 | Provide & install handholes with traffic lights | $2,133.00 | $6,399.00 |
| 29 | Bolt down cover & ground rod       |           |           |

|   | Provide & install district entry monument 1 | $5,000.00 | $10,000.00 |
|   | Provide & install entry monument 2, etc.   | $10,000.00 | $20,000.00 |
|   | Provide & install district entry monument 3 | $6,000.00 | $12,000.00 |

|   | Provide & install circuit breakers         | $940.00   | $940.00   |
| 1  | Provide & install controls and relays      | $2,140.00 | $2,140.00 |
| 2  | Provide & install LED flood light          | $2,381.00 | $4,762.00 |
| 3  | Provide & install Uniistrut supports       | $760.00   | $1,520.00 |
| 4  | Provide & install 1" rigid conduit         | $65.00    | $2,275.00 |
| 5  | Provide & install #10 copper wires         | $3.00     | $1,560.00 |
| 6  | Provide & install #12 copper wires         | $4.00     | $840.00   |
| 7  | Provide & install 24"x14.5" access door    | $1,600.00 | $3,200.00 |
| 8  | Provide & install additive LED Wall Washers| $2,381.00 | $4,762.00 |
| 9  | Fixture                                    |           |           |
CITY OF PERRIS  
Capital Improvement Program Project Details

Project Number: 5076
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 |
| Total Project Costs: | 914,771 |
| Available Funds: | 10,535,993 |

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Budget Amendment Notes

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Initial fund will be utilized toward planning and engineering.
Future years may require loan to drainage funds with possible TUMF reimbursment.

Total to be reimb by TUMF over 5 years is $3.5 MILLION.
$500K 16/17, $500K 17/18, $1M 18/19, $750K 19/20, $750K 20/21.

Total: $4,411,149 $7,039,615 $11,450,764

As of 1/31/2019
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: N/A
Assistant City Manager: Darren Madkin
Assistant City Manager: Clara Miranda
Director of Finance: Jennifer Erwing

Consent: February 13, 2018

Attachments:
1. Ordinance No. (Next in Order) to approved Amendment No. 1 to the ParkWest Specific Plan
2. Proposed Development Agreement
3. Approved 2007 Development Agreement
4. City Council submittal dated January 30, 2018
CITY OF PERRIS
TEMPORARY TRAFFIC CONTROL PLANS
FOR
NUEVO ROAD from EVANS ROAD
to EL NIDO AVENUE

GENERAL TRAFFIC CONTROL NOTES:
1. The approved temporary traffic control plan is to be used during installation or restoration of the permanent traffic control, i.e., the intersection signal. The permanent traffic control shall be fully implemented at the conclusion of the temporary traffic control plan.
2. The temporary traffic control plan shall be modified as necessary to accommodate changes in traffic conditions and the permanent traffic control plan.
3. The temporary traffic control plan shall be implemented at the discretion of the City Engineer. Any variation to the plan shall be approved in writing by the City Engineer.
4. The temporary traffic control plan shall be reviewed by the City Engineer prior to implementation and shall be designed and implemented at the City Engineer's expense.

NOTICE TO CONTRACTORS:
1. All traffic control devices shall be installed in accordance with the approved temporary traffic control plan.
2. The contractor shall be responsible for the proper use and maintenance of all traffic control devices.
3. The contractor shall be responsible for any damage to public property caused by the installation or removal of traffic control devices.
4. The contractor shall be responsible for the proper setup and removal of all traffic control devices.
5. The contractor shall be responsible for any legal liabilities resulting from the improper use of traffic control devices.

Legend:
- Direction of Travel
- Temporary Crosswalk
- Work Zone
- Shoulder
- Water Main
- Shoulder
- Sidewalk
- Pedestrian

Notice:
- This notice is provided for the benefit of the contractor and must be followed.
- Any deviation from this notice may result in legal liability for the contractor.

City of Perris
Traffic Control Plan
NUEVO ROAD
from EVANS ROAD
to EL NIDO AVENUE

City of Perris
Traffic Control Plan
NUEVO ROAD
from EVANS ROAD
to EL NIDO AVENUE
EL NIDO AVENUE SB DETOUR PLAN (PHASE 2 & 3)

SB EL NIDO AVENUE DETOUR ROUTE:
- ADDISON WAY
- DAWNS ROAD
- NUÑEJO ROAD

DETOUR SIGN LEGEND:

- EL NIDO AVENUE
- ADDISON WAY
- NUÑEJO ROAD
- CITRUS AVE.
- SUNSET AVE.
- NUEVO RD.
- ORANGE AVE.
CITY OF PERRIS

TEMPORARY TRAFFIC CONTROL PLANS
FOR
NUEVO ROAD from EVANS ROAD to EL NIDO AVENUE

GENERAL TRAFFIC CONTROL NOTES:
2. THE CONTRACTOR IS RESPONSIBLE FOR MAINTAINING THE FOLLOWING TRAFFIC CONTROL PLAN:
   a. Temporary Traffic Control Plan
   b. Permanent Traffic Control Plan
   c. Construction Site Plan
   d. Traffic Control Plan
3. THE CONTRACTOR IS RESPONSIBLE FOR THE FOLLOWING TRAFFIC CONTROL PLAN:
   a. Temporary Traffic Control Plan
   b. Permanent Traffic Control Plan
   c. Construction Site Plan
   d. Traffic Control Plan
4. THE CONTRACTOR SHALL PROVIDE A DETOUR PLAN FOR THE CONSTRUCTION AREA.
5. THE CONTRACTOR SHALL PROVIDE A DETOUR PLAN FOR THE CONSTRUCTION AREA.
6. THE CONTRACTOR SHALL PROVIDE A DETOUR PLAN FOR THE CONSTRUCTION AREA.
7. THE CONTRACTOR SHALL PROVIDE A DETOUR PLAN FOR THE CONSTRUCTION AREA.
8. THE CONTRACTOR SHALL PROVIDE A DETOUR PLAN FOR THE CONSTRUCTION AREA.
9. THE CONTRACTOR SHALL PROVIDE A DETOUR PLAN FOR THE CONSTRUCTION AREA.
10. THE CONTRACTOR SHALL PROVIDE A DETOUR PLAN FOR THE CONSTRUCTION AREA.
11. THE CONTRACTOR SHALL PROVIDE A DETOUR PLAN FOR THE CONSTRUCTION AREA.

These traffic control plans show the minimum traffic control for the project. Any variation to the approved traffic control plan must be reviewed by the city engineer prior to implementation and be designed and implemented at the contractor's expense.
EL NIDO AVENUE SB DETOUR PLAN (PHASE 2 & 3)

SB EL NIDO AVENUE DETOUR ROUTE:
- ADDISON WAY
- EVANS ROAD
- NUEVO ROAD

DETOUR SIGN LEGEND:

SCALE: 1" = 40'
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: City of Perris ParkWest Development Agreement – Notice of Commencement of Construction and Demand for Payment of Note Amount

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

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/Ravenna Lane)
   City Project No. PB-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 signed 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

[Signature]

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
Hi Habib,

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

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]
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 5 – Regarding BF-8B: Hillcrest contends that the bid bond was signed and submitted as complete.

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.
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 jason@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.

1. 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/Ravera 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 responsible, responsive 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”. **Did Granite Construction request and obtain the City’s approval for their substitutions prior to the bid?** 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 prefaces 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 without merit!

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.

Respectfully Submitted,
GMC Engineering

Gennady Chizhik
President
**Contractor's License Detail for License # 739091**

**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. 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 **BAP 701.17** 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.

<table>
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<tr>
<td><strong>GMC ENGINEERING INC</strong></td>
</tr>
<tr>
<td>1401 WARNER AVENUE #B</td>
</tr>
<tr>
<td>TUSTIN, CA 92780</td>
</tr>
<tr>
<td>Business Phone Number: (714) 247-1040</td>
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| Entity | Corporation |  |
| Issue Date | 08/11/1997 |  |
| Expire Date | 08/31/2021 |  |

License Status

This license is current and active.

All information below should be reviewed.

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<tr>
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<td><strong>B - GENERAL BUILDING CONTRACTOR</strong></td>
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Contractor's License Detail for License # 583125

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 7124.8) 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 BAP 7011.17, 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
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

License Status
This license is current and active.
All information below should be reviewed.

Classifications
C10: ELECTRICAL
Contractor's License Detail for License # 641391

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 7071.17). 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.

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<tr>
<td>BRAVO SIGN &amp; DESIGN INC</td>
</tr>
<tr>
<td>520 S CENTRAL PARK AVE E</td>
</tr>
<tr>
<td>ANAHEIM, CA 92802</td>
</tr>
<tr>
<td>Business Phone Number: (714) 284-0500</td>
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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
**Contractor's License Detail for License # 394471**

**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 7124.6) 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 BAP 7071.11, 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.

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<th>Business Information</th>
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<tbody>
<tr>
<td>MARTINEZ CONCRETE INC</td>
</tr>
<tr>
<td>920 W FOOTHILL BLVD</td>
</tr>
<tr>
<td>AZUSA, CA 91702</td>
</tr>
<tr>
<td>Business Phone Number: (828) 334-2979</td>
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<tr>
<td>Expire Date</td>
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License Status

This license is current and active.

All information below should be reviewed.

Classifications

- A - GENERAL ENGINEERING CONTRACTOR
- C-4 - CONCRETE
Contractor's License Detail for License # 877686

**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 724.6) 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 BAP 721.17, 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

**B C RENTALS LLC**  
dba **B C TRAFFIC SPECIALIST**  

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

<table>
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<td>Expire Date</td>
<td>02/28/2021</td>
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</table>

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 / D66 - CONCRETE RELATED SERVICES**
- **C-61 / D36 - 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**
The undersigned, as Bidder, proposes and agrees, if the proposal is accepted, that he will execute a Contract with the Agency in the form set forth in the Contract Documents and that he will accept in full payment thereof the preceding prices as set forth in Bid Schedules.

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 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 Bond 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 Macade 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 Regulations of the Secretary of Labor (41 CFR 60-1.7(b)(1)), and must be submitted by Bidders and proposed subcontractors only in connection with contracts and subcontracts which are subject to the equal opportunity clause. Contracts and subcontracts which are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5. (Generally only contracts or subcontracts of $10,000 or under are exempt).
The undersigned, as Bidder, proposes and agrees, if the proposal is accepted, that he will execute a Contract with the Agency in the form set forth in the Contract Documents and that he will accept in full payment thereof the preceding prices as set forth in Bid Schedules.

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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 its 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 these certifications which are a part of this Proposal.

EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

The bidder_________________ proposed subcontractor Braco 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 10825, 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 subcontractor __________, hereby certifies that he has ___ , 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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BF-3
The undersigned, as Bidder, proposes and agrees, if the proposal is accepted, that he will execute a Contract with the Agency in the form set forth in the Contract Documents and that he will accept in full payment thereof the preceding prices as set forth in Bid Schedules.

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EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

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