

Ghilotti Bros / RM Harris JV

525 JACOBY STREET - SAN RAFAEL, CA 94901
 TELEPHONE (415) 454-7011 FAX (415) 454-8376
 STATE CONTRACTORS LICENCE # 941014



December 22, 2015

Department of Transportation
 Division of Engineering Services
 Office Engineer
 P.O. Box 168041, MS 43
 Sacramento, CA 95816-8041

Attn: John McMillan, Deputy Division Chief

fax 916 227-6282
Cert-mail 7011350000332170052

Project: 04-4G4604

Bid Opening: 11/19/2015

RE: Response to Protest Submitted by MCM

In response to Bid Protest letter dated 12/4/2015 GBI/ RMH provides the following:

MCM's claims are simply not true. GBI/ RMH described the portions of work to be performed by our listed subcontractors, meeting the requirements of the bid documents.

In the case of W.C. Maloney (WCM) bid items in question, 42 to 45, GBI/ RMH described WCM's work as BRIDGE REMOVAL. Bridge removal is an accurate description of the work WCM will be performing, as their work does not include any shoring, falsework, or protective cover, scope that is included in BID ITEMS 42 - 45 - BRIDGE REMOVAL (PORTION), LOCATION A-D. WCM's work is accurately described as "bridge removal," as they will be performing the bridge removal portion of those items of work.

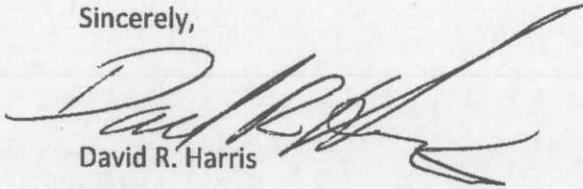
In the case of CTM's listing, MCM's claim is simply false. MCM claims GBI/ RMH used the description "CONCRETE BARRIER" to describe CTM's work. MCM is incorrect. GBI/ RMH described CTM's work for items 91 - 93 as "CONSTRUCT BARRIER". Construct barrier is an accurate description of the portion of work CTM will perform in items 91 - 93. Other portions of the work included in that bid item, such as concrete purchase and supply, are not included in the scope to be performed by CTM.

Moreover, MCM does not attempt to describe, and cannot describe, what "advantage" GBI/RMH could have achieved by these descriptions. MCM states that GBI/ RMH can "decide post-bid what portions of the bridge removal items to subcontract to Maloney." However, because GBI/RMH has specifically listed the percentages of the cost of work to be paid to the subcontractor, there is no means to increase or decrease the subcontractor's portion of the work. Regardless of any post-bid discussions, WCM will be entitled to the price they quoted as

indicated on their quote sheet. As there is no ability to gain an advantage, MCM's protest is without merit.

GBI/ RMH provided accurate descriptions of the portions of work that will be performed by our subcontractors. GBI/ RMH is in compliance with the specifications, and GBI/ RMH's bid is responsive. No advantage could have been gained by GBI/RMH. MCM's protest is therefore without merit and should be discarded.

Sincerely,

A handwritten signature in black ink, appearing to read "David R. Harris", written in a cursive style.

David R. Harris

Partner