



January 17, 2020

Mark Adams
Procurement Analyst 1
Procurement Services Department
Port of San Diego
1400 Tidelands Ave
National City, Ca 91950

Re: Eagle Paving Company Bid Protest dated 1/16/2020, for Pavement Improvements at Shelter Island Parking Lots San Diego, Calif, Spec No. 2019-15 Bid: Jan. 14, 2020 @ 2:00 pm

TC offers the following response to Eagle Paving Company, Inc.'s (Eagle) bid protest.

AMERICAN ASPHALT SOUTH, INC.

Attached please find a copy of American Asphalt South, Inc. proposal which clearly shows the total bid amount submitted for line item # 6 as \$35,000.00. The difference of \$5,000.00 which brought the total subcontractor listing to \$40,000.00 was due to receiving an extra cost from Lyle Stone for an additional mobilization to perform the work in two separate mobilizations. The additional \$5,000.00 was included in Schedule A Bid Item 1 – General Construction. Which, according to Section 01 27 00 – MEASUREMENT AND PAYMENT Part 1.3.B., states “which price shall constitute full compensation for completion of all mobilization and demobilization”. Therefore, there is not a clerical error in the subcontractor listing as claimed by Eagle.

STATEWIDE STRIPES, INC

Attached please find a copy of Statewide Stripe, Inc. proposal. The difference in the two items Eagle mentioned is due to two factors. The first being a rounding issue, which is insignificant, and the second being the placement of the mobilization costs. Statewide Stripes estimate contained 6 moves, I had spoken with Adam Orellana at Statewide Stripes prior to the bid opening and asked him to separate the cost of the 6 moves so I could include those costs in Schedule A Bid Item 1 – General Construction.



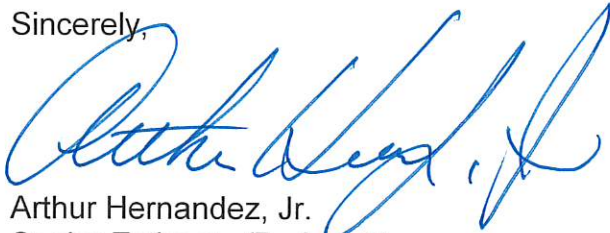
Which, according to Section 01 27 00 – MEASUREMENT AND PAYMENT Part 1.3.B., states “which price shall constitute full compensation for completion of all mobilization and demobilization”. The 6 Moves were \$500.00 each for a total of \$3,000.00. Therefore, there is not a clerical error in the subcontractor listing as claimed by Eagle.

TC considers Eagles bid protest as frivolous, and in accordance with SECTION 4.2.3.3 of the Contract Documents “The Board of Port Commissioners will issue a decision on the protest. If the Board of Port Commissioners determines that a protest is frivolous, the party originating the Protest may be determined to be irresponsible and that party may be determined to be ineligible for future Contract awards.”

Based upon this information, TC’s bid is both responsible and responsive. Eagle’s bid protest is without merit and should be rejected by the Port of San Diego.

If you have any questions or require additional information please call me.

Sincerely,

A handwritten signature in blue ink, appearing to read "Arthur Hernandez, Jr.", with a stylized flourish at the end.

Arthur Hernandez, Jr.
Senior Estimator/Project Manager

CC: Austin Cameron, TC President
Elan Schier, Chief Estimator
Jorge Monraz, Eagle Paving Vice President of Operations
Job file



American Asphalt South, Inc.

Date: JANUARY 14TH, 2020

To:

Address:

Attn: ESTIMATOR

Phone:

Fax:

From: LYLE STONE

DIR#1000000645 EXP. 06/30/2022

Pages: 1

Subject: PAVEMENT IMPROVEMENTS AT SHELTER ISLAND PARKING LOTS
FOR THE SAN DIEGO UNIFIED PORT DISTRICT

American Asphalt South, Inc. will provide all equipment, labor, material and tools to perform the following work on the above referenced project.

ITEM#	DESCRIPTION	UNIT	QUANTITY	UNIT (\$)	TOTAL(\$)
A-5	CRACK SEAL	LF	4,000	\$2.6000	\$10,400.00
A-6	SLURRY SEAL, TYPE I	SF	100,000	\$0.3500	\$35,000.00
B-4	CRACK SEALING	SF	500	\$2.6000	\$1,300.00
TOTAL=					\$46,700.00

The following inclusions and exclusions apply.

INCLUSIONS: 1 MOVE-IN
PROVIDING TRAFFIC CONTROL FOR SLURRY SEALING & CRACK SEALING
ADVANCE NOTIFYING & POSTING "NO PARKING" SIGNS
SWEEPING PRIOR TO SLURRY SEALING AND AFTER CRACK SEALING

EXCLUSIONS: PAVEMENT REPAIRS
STRIPE/MARKER-REMOVAL, REPLACEMENT, PROTECTION, OR
REFERENCING
TEMPORARY STRIPING/MARKING
CLEANING OR WEEDING OTHER THAN STATED ABOVE

NOTE: AMERICAN ASPHALT SOUTH, INC. IS A NON-UNION COMPANY AND WILL NOT SIGN
ANY UNION LABOR AGREEMENTS

SUBMITTED BY: 
LYLE STONE-SENIOR ESTIMATOR

DATE: 01/14/2020

ACCEPTED BY: _____

DATE: _____

www.americanasphaltsouth.com

Lic. # 784969

MAILING ADDRESS: P.O. BOX 310036 • FONTANA, CA 92331 • PHYSICAL ADDRESS: 14436 SANTA ANA AVE. • FONTANA, CA 92337 • (909) 427-8276 • FAX (909) 427-8279

[illegible]

858.560.6887
858.560.0158 FAX
TAX ID #33-0915254
CLASS: C32
MB/SB# 40421 DBE# 32232
PW CONTRACTOR REG# 1000001334



CA Lic. #788286

Since 1990

Signatory Local 1184

ESTIMATE

DATE	NO.
1/13/2020	18670

CUSTOMER INFO

ESTIMATING DEPARTMENT

PROJECT	REP	SWS NO	TERMS
Pavement Improvements @ She...	AJO		30 Days Net

QTY	DESCRIPTION	COST	TOTAL
	PAVEMENT IMPROVEMENTS AT SHELTER ISLAND PARKING LOTS		
	BID SCHEDULE A (Parking Lot #1A, #1B, #2 & #3)		
124	Bid Item #4) Removal and Disposal of 4' Concrete Wheel Stop at Parking Lot #1A EA	20.00	2,480.00
13	Bid Item #10) Installation of 4' Concrete Wheel Stop at Parking Lot EA	67.00	871.00
1	Bid Item #12) Pavement Marking and Striping LS	28,885.00	28,885.00
	BID SCHEDULE B (Parking Lot #10)		
6	Bid Item #5) Installation of Wheel Stop EA	67.00	402.00
175,000	Bid Item #6) Seal Coat SF	0.155	27,125.00
1	Bid Item #7) Pavement Markings and Striping LS	16,085.30	16,085.30
	Includes: Prevailing wages, preformed thermoplastic, three coats of paint, up to 6 moves, reflect glass beads on striping,		
	Excludes: oil spot cleaning, Asphalt repair from wheel stop removal process		

TOTAL

EXCLUDE: Adjust Cancellation Clause @ \$250.00 ea Cert., Additional Insured Endorsements on Auto Liability @ \$75.00 ea., bonds, notary services, night work, prevailing wages (unless included above), Flashing beacon assemblies, mast arm signs. Not responsible for A.D.A. Compliance. Items not specifically included are excluded and require an Additional Bid.

Acceptance of Estimate and Agreement.

The undersigned hereby contracts for the services noted above and agrees to pay for the services upon completion and receipt of an invoice. The undersigned agrees to pay reasonable attorney's fees and costs if incurred in the enforcement of this contract.

STATEWIDE STRIPES, INC. REQUIRES TWO WEEKS ADVANCE WRITTEN NOTICE PRIOR TO SCHEDULING.

STATEWIDE STRIPES WILL NOT BE RESPONSIBLE FOR LIQUIDATED DAMAGES UNLESS MUTUALLY AGREED TO IN WRITING

Co. Name: _____

Date: _____

By: _____

Signature _____



Since 1990
Signatory Local 1184

DATE	NO.
1/13/2020	18670

ESTIMATING DEPARTMENT

PROJECT	REP	SWS NO	TERMS
Pavement Improvements @ She...	AJO		30 Days Net

QTY	DESCRIPTION	COST	TOTAL
	*1 coat of seal Note: If crack seal is needed Statewide can be priced at \$1.50 per LF at full bid item quantities for this bid		
		TOTAL	\$75,848.30

EXCLUDE: Adjust Cancellation Clause @ \$250.00 ea Cert., Additional Insured Endorsements on Auto Liability @ \$75.00 ea., bonds, notary services, night work, prevailing wages (unless included above), Flashing beacon assemblies, mast arm signs. Not responsible for A.D.A. Compliance. Items not specifically included are excluded and require an Additional Bid.

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Co. Name: _____

Date: _____

By: _____

Signature _____