



SULLY - MILLER CONTRACTING CO.

A COLAS COMPANY

Port of Los Angeles
425 South Palos Verdes St
3rd Floor
San Pedro, California 90731
Attention: Shaun Shahrestani, Chief Harbor Engineer
Re: Bid Protest – Avalon Pedestrian Bridge and Promenade Gateway, Bid Invitation #2804,
Bid Opening Date 10/21/2025

Apparent Low Bidder: Griffith Company
From: Sully-Miller Contracting Company, Bidder
Subject: Protest of Responsiveness of Apparent Low Bidder's Subcontractor Listing and
Responsibility of Apparent Low Bidder

Dear Mr. Shahrestani:

Sully-Miller Contracting Company hereby submits this written bid protest for the above-referenced project per applicable California public contracting law. We respectfully request that the Port of Los Angeles withhold award and/or reject the Apparent Low Bidder's bid on the grounds of non-responsiveness and/or non-responsibility for failure to comply with the subcontractor listing requirements of California Public Contract Code ("PCC") § 4104 (and related provisions).

Basis of Protest

We understand that the Apparent Low Bidder submitted a bid in the amount of \$104,929,891.10. In its bid, Apparent Low Bidder listed Schwager Davis, Inc., License #492582, ("Subcontractor") for the post-tensioning scope of work at a dollar amount of **\$0**. However:

- We have obtained reliable evidence that Subcontractor in fact submitted a bona fide quote to bidders in the amount of **\$793,443.00** for that same scope of work.
- Under PCC § 4104(a)(1), a prime contractor must list each subcontractor who will perform work in an amount in excess of one-half of one percent of the prime contractor's total bid, which in the Apparent Low Bidder's case amounts to **\$524,649.46**.
- By listing Subcontractor for \$0, the Apparent Low Bidder has either (a) failed to identify the correct dollar amount of work to be performed by Subcontractor, or (b) effectively indicated that Apparent Low Bidder will perform that scope (i.e., treating the subcontractor as having \$0 work) while in fact Subcontractor had quoted a large

amount. Either way, the listing appears to misrepresent the portion of work and violates PCC § 4104(b), which requires the portion of work that will be done by each subcontractor. Furthermore, Apparent Low Bidder lacks the proper experience, equipment, or qualified personnel to self-perform post-tensioning, which would also render their bid non-responsible under PCC § 1103.

- In the case of *MCM Construction, Inc. v. City & County of San Francisco*, the Court held that “A bid is responsive if it promises to do what the bidding instructions require.” 66 Cal.App.4th 359, 368 (1998).
- Given the Subcontractor’s quote of \$793,443.00 and the listing of \$0.00, the Port of Los Angeles must investigate whether Apparent Low Bidder is performing the work itself without properly disclosing Subcontractor’s role or has mis-represented the Subcontractor’s amount. Either scenario raises a serious question of responsiveness and fair competition.

Legal Authority

- PCC § 4104 sets forth the subcontractor listing requirement: name, location, license, and the portion of the work to be done by each subcontractor performing work in excess of 0.5% of the prime contractor’s bid.
- PCC § 4106 provides that if a prime contractor fails to specify a subcontractor as required, the prime contractor is deemed to have represented it will perform that portion itself.
- Case law:
 - In *Valley Crest Landscape, Inc. v. City Council* (1996) 41 Cal.App.4th 1432, the court held that the bid was void where the bidder attempted to change the subcontractor percentages after bid opening and thereby violated the subcontractor listing statute.
 - In *MCM Construction, Inc. v. City & County of San Francisco* (1998) 66 Cal.App.4th 359, the court explained that the bid must comply with the bidding instructions/specifications and the subcontractor listing statute to be responsive.
 - A bidder is responsible if it can perform the contract as promised. (*Taylor Bus Service, Inc. v. San Diego Bd. of Education*, supra, 195 Cal.App.3d at p. 1341.) A bid is responsive if it promises to do what the bidding instructions require.

- Usually, whether a bid is responsive can be determined from the face of the bid without outside investigation or information. (Id. at p. 1342.)" (Valley Crest Landscape, Inc. v. City Council, supra, 41 Cal. App. 4th 1432, 1438.)
- The awarding authority may not waive a bidder's failure to comply with a material requirement, especially when it affects competitive fairness.

Why this issue is material

The listing of Subcontractor at \$0 is not a mere clerical error. It appears to conceal the true nature of the work and the dollar value of the subcontract, and it misleads the awarding authority and competing bidders as to how the work will be performed. Given that Subcontractor's quote of \$793,443.00 is well above the threshold and likely a substantial portion of the overall bid, the failure to list that amount (or to list the subcontractor properly with the correct scope/amount) undermines the integrity of the competitive bidding process. Such a discrepancy gives the bidder an unfair advantage (i.e., not accounting for the subcontractor's cost or burden) and deprives the Port of Los Angeles of the full benefit of transparency and competition, so the error is material to responsiveness.

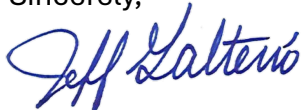
Summary

For the reasons above, we respectfully request the Port of Los Angeles to (1) investigate the subcontractor listing by Apparent Low Bidder, (2) conclude that the listing was incorrect and non-responsive or that Apparent Low Bidder must self-perform the scope that Subcontractor was listed for in full, in which case conclude that their bid is non-responsive, (3) reject the bid in order to protect the integrity of the public bidding process, and (4) award to the next responsive, responsible bidder.

Please provide us with any further instruction or required information.

We look forward to your response.

Sincerely,



Jeff Galterio

Vice President, Construction

Enclosed is the following documentation in support of our protest:

- Subcontractor quote to Sully-Miller Contracting Company
- Subcontractor quote to MCM Construction, Inc.
- Subcontractor listing form submitted by the Apparent Low Bidder showing Subcontractor at \$0 for the post-tensioning work.



SCHWAGER DAVIS, INC. 198 Hillsdale Avenue, San Jose, CA 95136. Phone 408-281-9300, Fax 408-281-9301

SUBCONTRACT PROPOSAL
for
POST-TENSIONING WORK

California Contractors License # 492582

DIR # 1000005118

Bid Date: October 21, 2025

Bid Documents: Plans and Special Provisions issued by POLA

Project #: 1-3302

Bid Item: Specialty (partial)
Structural Concrete (partial)

Proposal to: Sully Miller Contracting Company
135 South State College, Ste. 400
Brea, CA 92821

Fax: 714-578-9672
Phone: 714-578-9600
Email: estimating@sully-miller.com
bids@sully-miller.com

**Project: Avalon Pedestrian Bridge
The Port of Los Angeles, CA**

SDI Bid #: 26-527

Schwager Davis, Inc. (hereinafter called SDI) is pleased to submit this proposal for the furnishing and installation of post-tensioning materials, steel stay cable material.

Scope of Work – Specialty (Steel Stay Cables):

- Placing drawings for stay cables
- Supply of:
 - (13 each) 1-5/8" Full Locked Coil Strands with Fork Socket Ends.
 - All Stay Cable Anchors, duct, 1 ¼" prestressing bar (uncoated), plates & nuts, nylon bar cap, and duct grout material for stay cable anchors.
- Supply of labor, supervision and equipment for fabrication, installation, and stressing of stay cables (price includes one initial stressing, one tension verification, and one tension adjustment operation. If additional are required, the price would be \$900 per cable).
- Supply of labor, supervision and equipment for stressing and grouting cable anchor 1 ¼" prestressing bar (excludes installation of duct, prestress bar, embedded items, and cable anchors).
- **Includes steel stay cables for structure: Avalon Pedestrian Bridge.**

TOTAL PRICE: \$694,694.00 (including tax)

Add: \$24,675 for the extension of the Stay Cable Assemblies Supplier warranty to 10 years.

Scope of Work – Structural Concrete (Prestressing CIP Concrete):

- Placing drawings for post-tensioning work.
- Supply of 0.6" uncoated steel prestressing strand, galvanized steel spiro-type duct, end anchorages (including spirals) and grout materials for post-tensioning installation.
- Supply of labor, supervision and equipment for fabrication, installation, stressing and grouting of all post-tensioning.
- **Includes PT for structure: Avalon Pedestrian Bridge**

TOTAL PRICE: \$74,074.00 (including tax)

Schedule: The above price is based on completion of SDI's work by July 1, 2028 working regular 8-hour day shifts, five days per week. If through no fault of SDI, work needs to be performed other than during these periods, the price for that portion of the work will be subject to a negotiated increase.

The above price is based on a maximum (2) move-ins for the PT and (2) move-ins for the Stay Cable. For each additional move-in add \$2,000. An additional move-in is defined as the interruption of work by more than one shift by no fault of the Subcontractor.

Payment Terms:

Progress & Final Payment: Due and payable within thirty (30) days after invoice date. No retention shall be withheld.

Exclusions

1. Supply and placement of grillage, duct ties, duct supports, rebar which are sized and dimensioned on the contract documents, and other reinforcing steel.
2. Coordination and rearrangement of reinforcing steel in case of conflict with post-tensioning layout and/or stressing equipment.
3. Field engineering, erection engineering, and surveying.
4. Cable lengths, stressing sequence, and stressing forces.
5. Supply of material and labor to install cable anchor grout pads.
6. Supply of labor to install duct, prestressing bar, and anchors for stay cables.
7. All concrete, patching, and drilling work.
8. Cost of bonds, if required (rate approximately 1.46%).
9. Third party inspections and testing of materials.
10. Vibration testing of cables and supply and installation of any Dampener.
11. Liquidated damages.
12. Any work not specifically included in "Scope of Work" above.

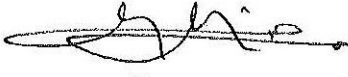
Special Conditions

1. Contractor to provide a written construction schedule no later than 60 days prior to commencement of SDI's work with final confirmation for each structure with no less than seven (14) days-notice. Durations provided by SDI shall be used in the creation of schedule.
2. Contractor to provide traffic control, all-weather truck access to site, parking, sanitary facilities, lighting and ventilation (if required).
3. Contractor to provide unloading, moving and loading of all materials and equipment (max. weight per item 7,000#) including, when applicable, moving of materials and equipment from storage area to location required for installation.
4. Contractor to provide site specific training (if required) at no additional cost to SDI.
5. Contractor to provide hoisting and clear deck area during installation, stressing, and grouting of pedestrian bridge.
6. Contractor to provide duct fabrication area, 100x20 ft adjacent to and approximately level with soffit of structure.
7. Contractor to provide work platforms at each tendon end, approximately 6 ft wide and no more than 1 foot below lowest tendon, in full conformance with all OSHA regulations as well as sufficient access to stress and grout anchor prestressing bars, and tension stay cables from lower anchors.
8. Contractor to provide final stay cable pin-to-pin lengths prior to fabrication.
9. Contractor to provide block-outs and build-outs including bolt holes and shimming per the approved shop drawings.
10. After stressing and grouting, Contractor to provide rust proofing of all anchorages and filling of all block-outs in accordance with contract provisions.
11. Contractor to provide clear deck area of approximately 30 ft at tendon ends for installation and stressing.
12. Contractor to insure that duct is clear and undamaged after concreting and prior to tendon installation (SDI to perform visual inspection upon installation of duct), repair of any damage if discovered subsequent to duct installation, and protect duct openings to prevent intrusion of any foreign objects including water.
13. Contractor to provide pressurized potable water (approx. 50 gpm), concrete washout and compressed air as required for grouting operations, within 50 ft of various points of use
14. Contractor to provide adequate and secure storage area and dumpster at site for disposal of material.
15. If contractor intends to back charge SDI for any reason, SDI shall be notified in writing before charges occur.

Acceptance

This proposal is subject to acceptance within 30 days from bid date (contingent upon an award to Buyer).

SCHWAGER DAVIS, INC.



By: _____
Mohammad Mirah
Post-Tensioning Division

Date: October 21, 2025

SCHWAGER DAVIS, INC. GENERAL TERMS AND CONDITIONS

1. **ACCEPTANCE.** This Proposal, which includes these General Terms and Conditions, may be accepted only by signing one copy of the Proposal and returning it to SCHWAGER DAVIS, INC. ("SDI") so that it is received by SDI no later than the date specified on the Proposal. The Proposal may also be accepted by either Buyer's providing written notice to SDI to proceed or Buyer's oral notice to proceed and SDI's commencing of work on the Project. Upon acceptance, this Proposal shall become the Contract between the parties.
2. **WRITTEN ASSENT TO ADDITIONAL TERMS REQUIRED.** This Proposal is subject to acceptance only on the terms and conditions stated in this Proposal. Any additional or different terms and conditions proposed by Buyer are hereby rejected, and shall be of no force or effect unless expressly assented to in writing by SDI. There shall be no contract except upon the terms and conditions provided in this Proposal.
3. **LIABILITY FOR PAYMENT.** Buyer agrees that Buyer is liable to SDI for the Total Price and the terms of payment thereof as set forth in this Contract. If Buyer fails to make payment to SDI when due, or if, in SDI's sole and reasonable opinion, Buyer's ability to make future payment becomes impaired, Buyer shall be in default of this Contract. SDI shall be entitled to cancel this Contract without any liability whatsoever to Buyer, and SDI shall be entitled to recover from Buyer its damages.
4. **DELAY OR FAILURE TO PERFORM.** SDI shall be excused for any delay or failure in performance due to an act of God, war, riot, embargo, an act of any civil or military authority, fire, flood, accident, quarantine restriction, mill condition, strike, difference with workers, delay in transportation, shortage of cars, fuel, labor, material or equipment, delay by Buyer in the approval of any redesign or shop drawing of SDI (when such is part of SDI's obligation) or any other cause beyond the reasonable control of SDI.
5. **SDI INSPECTION AND TESTING.** The material to be furnished under this Contract shall be subject to SDI's standard quality control at the place of manufacture, and any other inspection shall be at the expense of Buyer.
6. **INSURANCE.** Buyer agrees, at Buyer's option, to insure against loss from fire and extended coverage perils, Buyer's interest, including SDI's interest, in the entire structure on which the work of this Contract is to be done, including all property, material and supplies. If Buyer does not maintain such insurance in an adequate amount, Buyer shall reimburse SDI for any loss which would have been recoverable there from. SDI is protected by Worker's Compensation Insurance (and/or Employers' Liability Insurance); Public Liability Insurance for Bodily Injury with limits of Five Million Dollars/Five Million Dollars (\$5,000,000/5,000,000); Public Property Damage Insurance with limits of One Million Dollars (\$1,000,000); and Automobile Casualty Insurance and Property Damage Insurance, and will furnish certificates evidencing such coverage upon request. If Buyer's contract or purchase order places greater responsibility upon SDI or requires further insurance coverage, SDI, if specifically directing in writing by Buyer, shall obtain additional insurance (if procurable) to protect SDI at Buyer's expense, but SDI shall not be responsible for property damage from any cause, including fire and explosion, beyond the amounts and coverage of SDI's insurance, and Buyer agrees to hold SDI harmless from the cost of any such damage, including all expenses related thereto.
7. **DESIGN.** SDI shall not have any liability whatsoever for the design or details of others, and Buyer shall defend, indemnify, and hold SDI free and harmless of any such liability.
8. **INDEMNIFICATION.** SDI shall indemnify and save harmless Buyer against any liability, loss or expense incurred or suffered in consequence either of bodily injury to any person (including death), or damage to any property, to the extent that (1) materials supplied by SDI are defective and have failed; (2) installation of materials by SDI are not in accordance with standard practices and the installation is defective. For any and all other claims which arise by reason or in consequence of SDI's work, Buyer agrees to hereinafter indemnify, defend and hold harmless and release SDI (including SDI's successors and assigns and personal representatives), from and against any and all claims, demands, liabilities, losses, obligations, damages of whatever nature, costs (including, but not limited to, fees and expenses of attorneys to be chosen by SDI), actions and causes of actions of any nature whatsoever, known or unknown, and whether for compensatory or punitive damages.

In claims against SDI by any employee of Buyer, its subcontractors, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation hereunder shall not be in any way limited by any limitation on the amount or type of damages, compensation or benefits payable by or for Buyer or its subcontractors under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts.
9. **SAFETY.** Buyer agrees to indemnify and hold SDI harmless for any fines, penalties, damages, attorneys' fees, or any other expense incurred as a result of Buyer's failure to comply with any federal or state OSHA regulation or any other governmental or industrial safety requirement or standard.
10. **COMPLIANCE WITH LAWS.** SDI shall comply with Federal, State and local tax laws, social security acts, unemployment compensation acts and workers' or workmen's compensation acts insofar as applicable to the performance of this Contract.
11. **MODIFICATIONS.** This Contract, including in particular the Scope of Work, can be modified or rescinded only by a writing signed by both of the Parties or their duly authorized agents.
12. **WAIVER.** No claim or right arising out of a breach of this Contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by a consideration and is in writing signed by the aggrieved party.
13. **ATTORNEYS' FEES AND COSTS.** In the event any legal action arises out of this Contract, the prevailing party shall be entitled to recover from the other its reasonable attorneys' fees and costs of suit.
14. **TIME OF ESSENCE.** With respect to all matters in this Contract, time is of the essence
15. **APPLICABLE LAW.** This Contract shall be governed by the laws of the State of California, including the Uniform Commercial Code as adopted in the State of California as effective and in force on the date of this Contract.



SCHWAGER DAVIS, INC. 198 Hillsdale Avenue, San Jose, CA 95136. Phone 408-281-9300, Fax 408-281-9301

**SUBCONTRACT PROPOSAL
for
POST-TENSIONING WORK**

California Contractors License # 492582

DIR # 1000005118

Bid Date: October 21, 2025

Bid Documents: Plans and Special Provisions issued by The Port of Los Angeles

Project #: 1-3302

Bid Item: Specialty (partial)
Structural Concrete (partial)

Proposal to: MCM Construction, Inc.
6413 32nd Street
North Highlands, CA 95660

Fax: 916-334-0562
Phone: 916-334-1221 (Ron)
Email: bids@mcmconstruction.com
rburch@mcmconstruction.com

**Project: Avalon Pedestrian Bridge
The Port of Los Angeles, CA**

SDI Bid #: 26-527

Schwager Davis, Inc. (hereinafter called SDI) is pleased to submit this proposal for the furnishing and installation of post-tensioning materials, steel stay cable material.

Scope of Work – Specialty (Steel Stay Cables):

- Placing drawings for stay cables
- Supply of:
 - (13 each) 1-5/8" Full Locked Coil Strands with Fork Socket Ends.
 - All Stay Cable Anchors, duct, 1 ¼" prestressing bar (uncoated), plates & nuts, nylon bar cap, and duct grout material for stay cable anchors.
- Supply of labor, supervision and equipment for fabrication, installation, and stressing of stay cables (price includes one initial stressing, one tension verification, and one tension adjustment operation. If additional are required, the price would be \$900 per cable).
- Supply of labor, supervision and equipment for stressing and grouting cable anchor 1 ¼" prestressing bar (excludes installation of duct, prestress bar, embedded items, and cable anchors).
- **Includes steel stay cables for structure:** Avalon Pedestrian Bridge.

TOTAL PRICE: \$694,694.00 (including tax)

Add: \$24,675 for the extension of the Stay Cable Assemblies Supplier warranty to 10 years.

Scope of Work – Structural Concrete (Prestressing CIP Concrete):

- Placing drawings for post-tensioning work.
- Supply of 0.6" uncoated steel prestressing strand, galvanized steel spiro-type duct, end anchorages (including spirals) and grout materials for post-tensioning installation.
- Supply of labor, supervision and equipment for fabrication, installation, stressing and grouting of all post-tensioning.
- **Includes PT for structure:** Avalon Pedestrian Bridge

TOTAL PRICE: \$74,074.00 (including tax)

Schedule: The above price is based on completion of SDI's work by July 1, 2028 working regular 8-hour day shifts, five days per week. If through no fault of SDI, work needs to be performed other than during these periods, the price for that portion of the work will be subject to a negotiated increase.

The above price is based on a maximum (2) move-ins for the PT and (2) move-ins for the Stay Cable. For each additional move-in add \$2,000. An additional move-in is defined as the interruption of work by more than one shift by no fault of the Subcontractor.

Payment Terms:

Progress & Final Payment: Due and payable within thirty (30) days after invoice date. No retention shall be withheld.

Exclusions

1. Supply and placement of grillage, duct ties, duct supports, rebar which are sized and dimensioned on the contract documents, and other reinforcing steel.
2. Coordination and rearrangement of reinforcing steel in case of conflict with post-tensioning layout and/or stressing equipment.
3. Field engineering, erection engineering, and surveying.
4. Cable lengths, stressing sequence, and stressing forces.
5. Supply of material and labor to install cable anchor grout pads.
6. Supply of labor to install duct, prestressing bar, and anchors for stay cables.
7. All concrete, patching, and drilling work.
8. Cost of bonds, if required (rate approximately 1.46%).
9. Third party inspections and testing of materials.
10. Vibration testing of cables and supply and installation of any Dampener.
11. Liquidated damages.
12. Any work not specifically included in "Scope of Work" above.


Special Conditions

1. Contractor to provide a written construction schedule no later than 60 days prior to commencement of SDI's work with final confirmation for each structure with no less than seven (14) days-notice. Durations provided by SDI shall be used in the creation of schedule.
2. Contractor to provide traffic control, all-weather truck access to site, parking, sanitary facilities, lighting and ventilation (if required).
3. Contractor to provide unloading, moving and loading of all materials and equipment (max. weight per item 7,000#) including, when applicable, moving of materials and equipment from storage area to location required for installation.
4. Contractor to provide site specific training (if required) at no additional cost to SDI.
5. Contractor to provide hoisting and clear deck area during installation, stressing, and grouting of pedestrian bridge.
6. Contractor to provide duct fabrication area, 100x20 ft adjacent to and approximately level with soffit of structure.
7. Contractor to provide work platforms at each tendon end, approximately 6 ft wide and no more than 1 foot below lowest tendon, in full conformance with all OSHA regulations as well as sufficient access to stress and grout anchor prestressing bars, and tension stay cables from lower anchors.
8. Contractor to provide final stay cable pin-to-pin lengths prior to fabrication.
9. Contractor to provide block-outs and build-outs including bolt holes and shimming per the approved shop drawings.
10. After stressing and grouting, Contractor to provide rust proofing of all anchorages and filling of all block-outs in accordance with contract provisions.
11. Contractor to provide clear deck area of approximately 30 ft at tendon ends for installation and stressing.
12. Contractor to insure that duct is clear and undamaged after concreting and prior to tendon installation (SDI to perform visual inspection upon installation of duct), repair of any damage if discovered subsequent to duct installation, and protect duct openings to prevent intrusion of any foreign objects including water.
13. Contractor to provide pressurized potable water (approx. 50 gpm), concrete washout and compressed air as required for grouting operations, within 50 ft of various points of use
14. Contractor to provide adequate and secure storage area and dumpster at site for disposal of material.
15. If contractor intends to back charge SDI for any reason, SDI shall be notified in writing before charges occur.

Acceptance

This proposal is subject to acceptance within 30 days from bid date (contingent upon an award to Buyer).

SCHWAGER DAVIS, INC.

By: 

Mohammad Mirah
Post-Tensioning Division

Date: October 21, 2025

SCHWAGER DAVIS, INC. GENERAL TERMS AND CONDITIONS

1. **ACCEPTANCE.** This Proposal, which includes these General Terms and Conditions, may be accepted only by signing one copy of the Proposal and returning it to SCHWAGER DAVIS, INC. ("SDI") so that it is received by SDI no later than the date specified on the Proposal. The Proposal may also be accepted by either Buyer's providing written notice to SDI to proceed or Buyer's oral notice to proceed and SDI's commencing of work on the Project. Upon acceptance, this Proposal shall become the Contract between the parties.
2. **WRITTEN ASSENT TO ADDITIONAL TERMS REQUIRED.** This Proposal is subject to acceptance only on the terms and conditions stated in this Proposal. Any additional or different terms and conditions proposed by Buyer are hereby rejected, and shall be of no force or effect unless expressly assented to in writing by SDI. There shall be no contract except upon the terms and conditions provided in this Proposal.
3. **LIABILITY FOR PAYMENT.** Buyer agrees that Buyer is liable to SDI for the Total Price and the terms of payment thereof as set forth in this Contract. If Buyer fails to make payment to SDI when due, or if, in SDI's sole and reasonable opinion, Buyer's ability to make future payment becomes impaired, Buyer shall be in default of this Contract. SDI shall be entitled to cancel this Contract without any liability whatsoever to Buyer, and SDI shall be entitled to recover from Buyer its damages.
4. **DELAY OR FAILURE TO PERFORM.** SDI shall be excused for any delay or failure in performance due to an act of God, war, riot, embargo, an act of any civil or military authority, fire, flood, accident, quarantine restriction, mill condition, strike, difference with workers, delay in transportation, shortage of cars, fuel, labor, material or equipment, delay by Buyer in the approval of any redesign or shop drawing of SDI (when such is part of SDI's obligation) or any other cause beyond the reasonable control of SDI.
5. **SDI INSPECTION AND TESTING.** The material to be furnished under this Contract shall be subject to SDI's standard quality control at the place of manufacture, and any other inspection shall be at the expense of Buyer.
6. **INSURANCE.** Buyer agrees, at Buyer's option, to insure against loss from fire and extended coverage perils, Buyer's interest, including SDI's interest, in the entire structure on which the work of this Contract is to be done, including all property, material and supplies. If Buyer does not maintain such insurance in an adequate amount, Buyer shall reimburse SDI for any loss which would have been recoverable there from. SDI is protected by Worker's Compensation Insurance (and/or Employers' Liability Insurance); Public Liability Insurance for Bodily Injury with limits of Five Million Dollars/Five Million Dollars (\$5,000,000/5,000,000); Public Property Damage Insurance with limits of One Million Dollars (\$1,000,000); and Automobile Casualty Insurance and Property Damage Insurance, and will furnish certificates evidencing such coverage upon request. If Buyer's contract or purchase order places greater responsibility upon SDI or requires further insurance coverage, SDI, if specifically directing in writing by Buyer, shall obtain additional insurance (if procurable) to protect SDI at Buyer's expense, but SDI shall not be responsible for property damage from any cause, including fire and explosion, beyond the amounts and coverage of SDI's insurance, and Buyer agrees to hold SDI harmless from the cost of any such damage, including all expenses related thereto.
7. **DESIGN.** SDI shall not have any liability whatsoever for the design or details of others, and Buyer shall defend, indemnify, and hold SDI free and harmless of any such liability.
8. **INDEMNIFICATION.** SDI shall indemnify and save harmless Buyer against any liability, loss or expense incurred or suffered in consequence either of bodily injury to any person (including death), or damage to any property, to the extent that (1) materials supplied by SDI are defective and have failed; (2) installation of materials by SDI are not in accordance with standard practices and the installation is defective. For any and all other claims which arise by reason or in consequence of SDI's work, Buyer agrees to hereinafter indemnify, defend and hold harmless and release SDI (including SDI's successors and assigns and personal representatives), from and against any and all claims, demands, liabilities, losses, obligations, damages of whatever nature, costs (including, but not limited to, fees and expenses of attorneys to be chosen by SDI), actions and causes of actions of any nature whatsoever, known or unknown, and whether for compensatory or punitive damages.

In claims against SDI by any employee of Buyer, its subcontractors, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation hereunder shall not be in any way limited by any limitation on the amount or type of damages, compensation or benefits payable by or for Buyer or its subcontractors under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts.
9. **SAFETY.** Buyer agrees to indemnify and hold SDI harmless for any fines, penalties, damages, attorneys' fees, or any other expense incurred as a result of Buyer's failure to comply with any federal or state OSHA regulation or any other governmental or industrial safety requirement or standard.
10. **COMPLIANCE WITH LAWS.** SDI shall comply with Federal, State and local tax laws, social security acts, unemployment compensation acts and workers' or workmen's compensation acts insofar as applicable to the performance of this Contract.
11. **MODIFICATIONS.** This Contract, including in particular the Scope of Work, can be modified or rescinded only by a writing signed by both of the Parties or their duly authorized agents.
12. **WAIVER.** No claim or right arising out of a breach of this Contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by a consideration and is in writing signed by the aggrieved party.
13. **ATTORNEYS' FEES AND COSTS.** In the event any legal action arises out of this Contract, the prevailing party shall be entitled to recover from the other its reasonable attorneys' fees and costs of suit.
14. **TIME OF ESSENCE.** With respect to all matters in this Contract, time is of the essence
15. **APPLICABLE LAW.** This Contract shall be governed by the laws of the State of California, including the Uniform Commercial Code as adopted in the State of California as effective and in force on the date of this Contract.

Port of Los Angeles CDBON

Avalon Pedestrian Bridge and Promenade Gateway 2804

Bid Result Detail

Showing 14 Subcontractors

AZ Construction Inc DBA ACE Fence Company License #: 996577 \$1,095,777.00 Fencing (SBE)

Cicero Engineering License #: 812439 \$675,200.00 Playground Equip Installation

Forefront Deep Foundations License #: 1010819 License Type: A \$3,327,750.00 Deep Foundations (SBE)

Granstrom Masonry, Inc. License #: 629489 License Type: C-29 \$1,581,026.00 Block Walls and Pavers (SBE/VSBE)

Graybeard Construction License #: 1098448 License Type: B,C-9,C-35 \$605,600.00 Rough Carpentry and Wood Siding

LEED Electric, Inc. License #: 379096 License Type: A,C-10 \$16,873,541.00 Side Electrical

MSL Electric, Inc. License #: 822450 \$583,700.00 Electrical

Malcolm Drilling Co., Inc. License #: 259543 \$985,820.78 Dewatering

Martinez Steel, LLC License #: 1050623 License Type: C-50 \$2,800,000.00 Rebar

Grand Total
\$104,929,891.10

Done

Name

Address

Name
Schwager Davis, Inc.

Address
198 Hillsdale Avenue

Amount
\$0.00

Percent
0.00%

Description
Post Tension

City
San Jose

Vendor Code

State
California

License Type

Country
United States

License #
492582

Zip
95136

Exp. Date 

CADIR
1000005118

Shaw & Sons, Inc. License #: 274144 \$8,300,961.65 Minor Concrete & Architectural Precast Concrete

Sierra Landscape Development License #: 514938 License Type: C-27 \$3,061,137.40 Planting and Irrigation

SpectraTurf License #: 854429 License Type: D12,D34 \$580,962.00 Playground Surfacing

The J.V. Land Clearing Company Inc. License #: 759306 \$54,250.00 Tree Removal (SBE)

Grand Total
\$104,929,891.10



Search & Bid on Thousands of Contracts

www.vendorline.com



Grand Total
\$104,929,891.10



SULLY - MILLER CONTRACTING Co.

A COLAS COMPANY

October 31, 2025

Port of Los Angeles
425 South Palos Verdes St
3rd Floor
San Pedro, California 90731
Attention: Shaun Shahrestani, Chief Harbor Engineer

Re: Bid Protest – Avalon Pedestrian Bridge and Promenade Gateway, Specification #2804,
Bid Opening Date 10/21/2025

Apparent Low Bidder: Griffith Company
From: Sully-Miller Contracting Company, Bidder
135 S State College Blvd, Suite 400
Brea, CA 92821

Subject: Response to RESPONSE TO PROTEST OF THE BID OF GRIFFITH COMPANY

Dear Mr. Shahrestani:

Sully-Miller Contracting Company hereby submits this written response to Apparent Low Bidder's letter dated October 29, 2025, where they claim that the listed post-tensioning subcontractor, Schwager Davis, Inc. ("SDI"), will provide only labor and that the value of that labor falls below one-half of one percent (0.5%) of their total bid. However, this explanation is clearly contradicted by SDI's written proposal to Apparent Low Bidder, which is attached to their response and totals \$793,443.00.

Labor & Material are Interdependent & Single Package

SDI's written proposal to Apparent Low Bidder explicitly states:

"Schwager Davis, Inc. is pleased to submit this proposal for the **furnishing and installation** of post-tensioning materials, steel stay cable material." (Page 1, SDI Proposal)

and

"The labor and material scopes are interdependent and priced as a single package.

Neither scope can be awarded separately." (Page 3, SDI Proposal)

The labor and material scopes listed by SDI total \$793,443.00, which exceeds one-half of one percent (0.5%) of Apparent Low Bidder's total bid. For this reason, PCC § 4104(a)(1) requires that SDI be listed.

Apparent Low Bidder's assertion that SDI will perform "labor only" is therefore inconsistent with SDI's own terms and constitutes a material misrepresentation under California law.

Post-bid Scope Changes

Once bids are opened, the scope of the listed subcontractor cannot be changed.

In *Valley Crest Landscape, Inc. v. City Council* (1996) 41 Cal.App.4th 1432, 1442 ("Valley Crest"), the court held that a bidder may not alter or clarify its subcontractor listings after bid opening, because doing so "defeats the purpose of the Subletting and Subcontracting Fair Practices Act and invites bid shopping."

By now claiming SDI's scope is "labor only," Apparent Low Bidder is attempting to redefine SDI's scope, which is prohibited by *Valley Crest* and SDI's proposal terms.

Material Deviation

California law distinguishes between clerical errors and material deviations:

- *MCM Construction, Inc. v. City & County of San Francisco* (1998) 66 Cal.App.4th 359, 368–369:

"A bid is responsive only if it promises to do what the bidding instructions require; a bid that materially varies from those requirements must be rejected."

- *Titan Electric Corp. v. LAUSD* (2008) 160 Cal.App.4th 188, 206:

"A public entity cannot waive a bidder's failure to comply with the subcontractor listing law because it would undermine the statute's purpose of preventing bid shopping."

Apparent Low Bidder's \$0 listing for SDI—contradicted by SDI's \$793,443.00 proposal for labor and materials—is not a clerical discrepancy; it's a material misstatement that impacts bid price, scope, and fairness. The Port of Los Angeles has no legal authority to waive it.

Conclusion

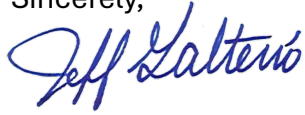
The evidence provided by Apparent Low Bidder shows that SDI's proposal covered a full labor and material scope that cannot be separated. Allowing Apparent Low Bidder to redefine that scope post-bid would violate the Subletting and Subcontracting Fair Practices Act and long-settled case law.

For the reasons above, we respectfully request the Port of Los Angeles to (1) reject Apparent Low Bidder's explanation as inconsistent with the record, (2) determine Apparent Low Bidder's bid non-responsive under Public Contract Code §§ 4104–4106 and *Valley Crest*, and (3) award to the next responsive, responsible bidder.

Please provide us with any further instruction or required information.

We look forward to your response.

Sincerely,

A handwritten signature in blue ink that reads "Jeff Galterio". The signature is written in a cursive style with a large, stylized initial "J".

Jeff Galterio

Vice President, Construction

November 10, 2025

VIA OVERNIGHT MAIL

Shaun Shahrestani
Chief Harbor Engineer
Port of Los Angeles
Construction Division/ Contract Administration
425 South Palos Verdes St, 3rd Floor
San Pedro, California 90731

**RE: Sully-Miller Contracting Co.’s Response to Griffith Company’s October 31st Letter
Project: Avalon Pedestrian Bridge and Promenade Gateway, Bid Invitation #2804**

Dear Mr. Shahrestani,

This firm represents Sully-Miller Contracting Co. (“Sully-Miller”) in the above-mentioned matter. Sully-Miller hereby submits this response to Griffith Company’s (“Griffith”) October 31, 2025 response to Sully-Miller’s bid protest and requests that the Port of Los Angeles (the “Port”) reject Griffith’s bid as non-responsive and award the Project to the next lowest bidder, Sully-Miller.

I. GRIFFITH’S BID IS NON-RESPONSIVE.

Griffith’s bid is nonresponsive because it failed to list Schwager Davis, Inc.’s (“SDI”) scope of work price correctly. Griffith’s arguments that it could modify its bid after opening and that its failure to list SDI’s price is a waivable clerical error both fail under statutory and case law. Additionally, Griffith has not complied with the listing laws by illegally splitting SDI’s bid after bid opening. For these reasons as more fully discussed below, Griffith’s bid must be rejected as non-responsive.

A basic rule of competitive bidding is that bids must conform to specifications, and that if a bid does not so conform, it may not be accepted. A truly nonresponsive bid may be summarily denied by a public entity even if the bid is otherwise monetarily the best for the entity. *Great West Contractors, Inc. v. Irvine Unified School Dist.* (2010) 187 Cal.App.4th 1425, 1428. A bid is responsive if it promises to do what the bidding instructions demand. *Taylor Bus Service, Inc. v. San Diego Bd. of Education* (1987) 195 Cal.App.3d 1331, 1341. Usually, whether a bid is responsive can be determined from the face of the bid without outside investigation or information. *Id.* at 1342. The test for responsiveness focuses on the four corners of the bid documents and does not consider information or details outside of the bid and bid documents. *Great West Contractors, Inc., supra*, 187 Cal.App.4th 1425, 1428. When evaluating a bid, a public entity must follow the requirements of the Public Contract Code and any additional requirements it mandates in the bid documents. *Poza v. Department of Transp.* (1983) 145 Cal.App.3d 269 (emphasis added). A public entity may only waive minor or

{3478 33028}

inconsequential irregularities in a bid, and bids that differ materially from the bid specifications must be rejected. *Ghilotti Construction Co. v. Richmond* (1996) 45 Cal. App. 4th. 897, 904.

A bid also fails to comply materially with the bid package if it gives the bidder an unfair competitive advantage over other bidders. *Ghilotti Construction Co., supra*, 45 Cal. App. 4th. at 904. Unfair advantages include those errors and omissions which would allow a contractor to withdraw its bid. *Valley Crest Landscape, Inc. v. City Council* (1996) 41 Cal.App.4th 1432, 1442. Finally, deviations that could be a vehicle for favoritism, influence potential bidders to refrain from bidding, or affect the ability of the party receiving the bids to make bid comparisons are material deviations that may not be waived. *Konica Business Machines, supra*, 206 Cal.App.3d at 455. This remains true even if there is no actual evidence of favoritism or other improprieties. *Id.*

II. GRIFFITH'S STORY THAT SDI BEING LISTED WAS A CLERICAL ERROR IS NOT CREDIBLE.

Griffith's October 31st letter attempts to submit evidence to support its argument that it did not need to list SDI because SDI's bid was less than 0.5% of the overall bid price. There are numerous reasons and pieces of evidence that calls Griffith's argument into question. First, Griffith intentionally entered all of SDI's company information on PlanetBids including its name, license number, address, DIR number, and scope of work description "Post Tension". A true and correct copy of Griffith's subcontractor list is attached as **Exhibit A**. It is disingenuous for Griffith to argue it never intended to list SDI but it typed in its name, license number, address, DIR number, and scope of work description. More likely, Griffith forgot to enter the dollar amount for SDI's scope of work but did intend to list them. The evidence shows SDI's bid was \$793,443.00, which exceeds the listing law requirements of more than 0.5% of the overall bid price.

Second, SDI's proposals and Griffith's response of October 31, 2025, call into question the authenticity of Griffith's argument. SDI submitted proposals to both Sully-Miller and MCM Construction, Inc. True and correct copies of SDI Proposals to Sully-Miller and MCM Construction, Inc. are attached as **Exhibit B**. The proposals were identical. SDI's proposals had the identical scope of work and price breakdown. Moreover, SDI's proposals to Sully-Miller and MCM did not separate out the labor from the materials. Griffith attempts to argue, to avoid the listing laws, that it received a proposal from SDI that permitted Griffith to split SDI's labor and material scopes. This seems very unlikely as this information was not provided with Griffith's initial clarification to the Port on October 22, 2025, and instead, provided ten (10) days post-bid.

Additionally, Griffith's argument that the labor and material pricing could be accepted separately is not supported by the language of SDI's proposal. The last page of SDI's proposals to Griffith provides, "The labor and material scopes are interdependent and priced as a single package. **Neither scope can be awarded separately.**" A true and correct copy of SDI's Proposal to Griffith is attached as **Exhibit C**. Importantly, the proposals that were submitted to Sully-Miller and MCM did not include the language that the scopes cannot be awarded separately. See Exhibit B. In other words, SDI added that the labor and material scopes could not be awarded separately *only* to its proposal to Griffith. This

alone is evidence to the Port that Griffith has been disingenuous with its argument that it only intended to subcontract SDI for the labor portion of work rather than acknowledge the error in their bid proposal's subcontractor listing.

Regardless, SDI submitted a letter ten (10) days after bid opening that provides only the labor portion of work can be accepted in its proposal. It is clear that SDI's letter was submitted as a consequence of Sully-Miller's bid protest and as an attempt by Griffith to avoid the listing laws it violated. The letter effectively modifies SDI's proposal after bids were submitted. For these reasons, the Port must reject Griffith's bid as non-responsive.

III. GRIFFITH CANNOT BID SPLIT SDI'S BID AFTER BID OPENING.

Griffith attempts to only contract with SDI for the labor portion of its bid. This amounts to illegal bid splitting in violation of the Public Contract Code. There are several code sections under the Public Contract Code that specifically prohibit bid splitting to evade the requirements of bidding public projects. See Pub. Cont. Code § 22033 ("It shall be unlawful to split or separate into smaller work orders or projects any project for the purpose of evading the provisions of this article requiring work to be done by contract after competitive bidding"); See Pub. Cont. Code § 20163 ("It shall be unlawful to split or separate into smaller work orders or projects any public work project for the purpose of evading the provisions of this article requiring public work to be done by contract after competitive bidding..."); Pub. Cont. Code § 20123.5 ("In any county, it is unlawful to split or separate into smaller work orders or projects any public work project for the purpose of evading the provisions of this article requiring public work to be done by contract after competitive bidding...")

The intent of the Legislature is clear, to prevent bid splitting which seeks to avoid the bidding laws under the Public Contract Code. Griffith has engaged in bid splitting by only contracting with SDI to perform the labor portion of SDI's bid. As discussed above, SDI's proposals to Sully-Miller and MCM did not separate out the labor from the materials. See Exhibit B. Not even in Griffith's October 22, 2025 clarification letter did it submit a proposal from SDI that had the labor and material prices listed separately. It was not until October 29, 2025, after Sully-Miller submitted its bid protest, when SDI included a proposal from SDI that listed labor and material prices separately. Even then, SDI's proposal made clear that neither scope, the labor or material, could be awarded separately. See Exhibit C. Sully-Miller pointed this issue out to the Port in its October 31, 2025 response. Only at this point, ten days after bid opening, and nine days after Griffith submitted its clarification, did Griffith submit a letter from SDI which modified and effectively split SDI's bid proposal. Griffith then indicated it would only award SDI the labor portion of its proposal. If SDI had a mark up on its materials, which is likely, it is no longer going to collect it now.

Griffith splitting SDI's bid after bid opening by only awarding it the labor portion of its proposal is an attempt avoid the listing laws under the Public Contract Code. The Port cannot allow Griffith to bid split as it undermines the Legislature's intent to protect the competitive bidding laws. Therefore, the Port must reject Griffith's bid as it is in direct violation of the Public Contract Code.

IV. GRIFFITH WAS NOT PERMITTED TO MODIFY ITS BID AFTER OPENING.

Griffith is not permitted to modify its bid, including the price it has listed for a subcontractor, after bid opening. Griffith, in its October 29th and now the October 31st letter, argues that it is permitted to modify its subcontractor listing within two working days after bid opening under Public Contract Code § 4107.5. Griffith misapplies Section 4107.5 to this matter. Section 4107.5 provides:

The prime contractor as a condition to assert a claim of inadvertent clerical error in the listing of a subcontractor shall within two working days after the time of the prime bid opening by the awarding authority give written notice to the awarding authority and copies of **that notice to both the subcontractor he or she claims to have listed in error and the intended subcontractor** who had bid to the prime contractor prior to bid opening.

Any listed subcontractor who has been notified by the prime contractor in accordance with this section as to an inadvertent clerical error shall be allowed six working days from the time of the prime bid opening within which to submit to the awarding authority and to the prime contractor written objection to the prime contractor's claim of inadvertent clerical error. Failure of the listed subcontractor to file the written notice within the six working days shall be primary evidence of his or her agreement that an inadvertent clerical error was made.

Section 4107.5 was clearly intended to be a remedy for bidders when the bidders list the wrong subcontractor. This is evidenced by the fact that Section 4107.5 discusses the subcontractor listed in error and the intended subcontractor. Griffith attempts to convince the Port that Section 4107.5 allows it to modify the listed subcontractors pricing. It does not. Additionally, there is no case law that allows a bidder to modify the subcontractor's listed price after bid opening. Consequently, there is no legal basis that allows Griffith to modify the price it listed for SDI after bid opening. Griffith has admitted that SDI did not submit a \$0 bid. As such, Griffith's violated the listing laws by failing to list the price SDI submitted as a proposal for the Project. The Port is precluded from allowing Griffith to modify its bid and must reject Griffith's bid as non-responsive.

V. GRIFFITH'S FAILURE TO LIST THE PRICE OF SDI'S WORK IS MATERIAL AND CANNOT BE WAIVED.

Griffith argues that its failure to list the price for SDI is a clerical error that can be waived and therefore, is not material. However, waiver of an irregularity in a bid should only be allowed if it would not give that bidder an unfair advantage by allowing the bidder to withdraw its bid without forfeiting its bid bond. *Menefee v. County of Fresno* (1985)163 Cal.App.3d 1175, 1180-81. In its October 29th letter, Griffith states that its failure to include a dollar amount for SDI was a "clerical input error." The issue for the Port to determine here is whether this clerical error would have allowed Griffith to withdraw

its bid under Public Contract Code §5103 without consequence to its bid bond. If so, then the Port cannot waive the irregularity in Griffith's bid as it is material advantage.

Public Contract Code § 5103 provides relief for bidders from clerical errors. Specifically, section 5103 provides:

The bidder shall establish to the satisfaction of the court that:

(a) A mistake was made.

(b) He or she gave the public entity written notice within five working days, excluding Saturdays, Sundays, and state holidays, after the opening of the bids of the mistake, specifying in the notice in detail how the mistake occurred.

(c) The mistake made the bid materially different than he or she intended it to be.

(d) **The mistake was made in filling out the bid and not due to error in judgment or to carelessness in inspecting the site of the work**, or in reading the plans or specifications. (Emphasis added.)

In *Valley Crest Landscape, Inc. v. City Council* (1996) 41 Cal.App.4th 1432 (*Valley Crest*), the second lowest bidder on a city project protested the lowest bid due to its failure to comply with a contract requirement that the bidder perform at least 50 percent of the work itself. The lowest bid, by North Bay Construction, Inc. (North Bay) was \$4,077,675; the second lowest bid, by Valley Crest Landscape, Inc. (Valley Crest) was \$4,088,000. The city engineer contacted North Bay regarding its subcontracting figures, warning North Bay its bid would be considered nonresponsive unless further information was forthcoming. North Bay responded that the 83 percent figure was "not correct," and was the product of estimated subcontracting amounts which were all that were available until just before the bid closing. North Bay provided " 'actual correct subcontractor percentages' totaling 44.65 percent." The city engineer and the public works director spot-checked the revised percentages by contacting the five largest subcontractors, and were satisfied the new figures were accurate. The city attorney recommended waiving the bid irregularity because the revised bid was in compliance, the subcontracting limitation was not a legal requirement but merely a request by the city, and the irregularity had not given North Bay a competitive advantage over other bidders. The city council voted to award the contract to North Bay. Valley Crest sought a writ of mandate requiring the city to enforce the Subletting and Subcontracting Fair Practices Act (Pub. Contract Code, § 4100 et seq.) against North Bay, and to award the contract to Valley Crest. The trial court denied the petition.

The *Valley Crest* Court of Appeal found that the requirement imposed on the city, that each contractor submitting bids perform at least 50% of work on project, was material condition that city could not waive. *Valley Crest* court derived from *Menefee* the rule that a bid irregularity may only be waived if it would not give the bidder an unfair advantage by allowing it to withdraw its bid without forfeiting the bid bond. (See *In Menefee v. County of Fresno* (1985) 163 Cal.App.3d 1175, 1180.) The *Valley Crest* Court reasoned "[a]pplying the same test here, we conclude North Bay had an unfair advantage because it could have withdrawn its bid. Misstating the correct percentage of work to be done by a

subcontractor is in the nature of a typographical or arithmetical error. It makes the bid materially different and is a mistake in filling out the bid. As such, under Public Contract Code section 5103, North Bay could have sought relief by giving the City notice of the mistake within five days of the opening of the bid. The fact that North Bay did not seek such relief is of no moment. The key point is that such relief was available. Thus, North Bay had a benefit not available to the other bidders; it could have backed out. Its mistake, therefore, could not be corrected by waiving an 'irregularity.' ” *Valley Crest, supra*, 41 Cal.App.4th at p. 1442.

Similarly, here, Griffith is asking the Port to waive the clerical error of failing to include the subcontractor's price in its bid. The failure to include the bid price is material because Griffith was required to list SDI under the listing laws for the reasons argued above. However, the Port cannot waive the clerical error as it would be providing Griffith with an unfair advantage because Griffith could have withdrawn its bid under Public Contract Code section 5103. Therefore, Griffith's error in filling out the bid cannot be waived as it would provide a material advantage not afforded to any other bidders on the Project.

VI. GRIFFITH FAILED TO SUBMIT THE LOS ANGELES CITY ETHICS COMMISSION FORM 55 FOR SDI.

Lastly, not only is Griffith's bid non-responsive for violating the listing laws but Griffith also failed to submit the Los Angeles City Ethics Commission Form 55 for SDI. Pursuant to Addendum 1, Section 00012, paragraph 09, subsection g:

The first 3 apparent low Bidders shall submit the following documents with original signatures within 4 Business Days after bids are closed. Information from other Bidders shall be requested only if they are being considered for an Award of Contract. Other Bidders shall submit this information within 4 Business Days of receiving a written request from Engineer.

g CEC Form 55 with subcontractor's and principals of subcontractor's information (if subcontractor and principal of subcontractor information were not submitted at time of bid). **Failure to submit the information within 4 business days after bids are closed** or within 4 business days after receiving written request from Engineer **shall be cause to deem bid nonresponsive**. (Emphasis added.)

Griffith failed to complete and submit Form 55 for SDI, whose subcontract is in excess of \$100,000. It has been more than 4 days since bids have been closed and Griffith still has not submitted Form 55 for SDI. Griffith failed to list the price for SDI and now has failed to submit the Form 55 for SDI. Griffith's failures illustrates that it has not complied with the bid documents and its bid must be deemed nonresponsive.

VII. CONCLUSION

Based on the foregoing, Sully-Miller respectfully requests the Port reject Griffith's bid as non-responsive and award the Project to Sully-Miller. Sully-Miller's bid was fully responsive, and Sully-Miller is able to perform the work in the manner called for in the Project specifications. Sully-Miller appreciates the Port's time in reviewing this matter.

Sincerely,



COLIN K. MCCARTHY
Attorney at Law for the Firm

EXHIBIT A

Port of Los Angeles CDBON

Avalon Pedestrian Bridge and Promenade Gateway 2804

Bid Result Detail

Showing 14 Subcontractors

AZ Construction Inc DBA ACE Fence Company License #: 996577 \$1,095,777.00 Fencing (SBE)

Cicero Engineering License #: 812439 \$675,200.00 Playground Equip Installation

Forefront Deep Foundations License #: 1010819 License Type: A \$3,327,750.00 Deep Foundations (SBE)

Granstrom Masonry, Inc. License #: 629489 License Type: C-29 \$1,581,026.00 Block Walls and Pavers (SBE/VSBE)

Graybeard Construction License #: 1098448 License Type: B,C-9,C-35 \$605,600.00 Rough Carpentry and Wood Siding

LEED Electric, Inc. License #: 379096 License Type: A,C-10 \$16,873,541.00 Side Electrical

MSL Electric, Inc. License #: 822450 \$583,700.00 Electrical

Malcolm Drilling Co., Inc. License #: 259543 \$985,820.78 Dewatering

Martinez Steel, LLC License #: 1050623 License Type: C-50 \$2,800,000.00 Rebar

Grand Total
\$104,929,891.10

Done

Name

Address

Name
Schwager Davis, Inc.

Address
198 Hillsdale Avenue

Amount
\$0.00

Percent
0.00%

Description
Post Tension

City
San Jose

Vendor Code


State
California

License Type

Country
United States

License #
492582

Zip
95136

Exp. Date 

CADIR
1000005118

Shaw & Sons, Inc. License #: 274144 \$8,300,961.65 Minor Concrete & Architectural Precast Concrete

Sierra Landscape Development License #: 514938 License Type: C-27 \$3,061,137.40 Planting and Irrigation

SpectraTurf License #: 854429 License Type: D12,D34 \$580,962.00 Playground Surfacing

The J.V. Land Clearing Company Inc. License #: 759306 \$54,250.00 Tree Removal (SBE)

Grand Total
\$104,929,891.10



Search & Bid on Thousands of Contracts

www.vendorline.com



Grand Total
\$104,929,891.10

EXHIBIT B



SCHWAGER DAVIS, INC. 198 Hillsdale Avenue, San Jose, CA 95136. Phone 408-281-9300, Fax 408-281-9301

SUBCONTRACT PROPOSAL
for
POST-TENSIONING WORK

California Contractors License # 492582

DIR # 1000005118

Bid Date: October 21, 2025

Bid Documents: Plans and Special Provisions issued by POLA

Project #: 1-3302

Bid Item: Specialty (partial)
Structural Concrete (partial)

Proposal to: Sully Miller Contracting Company
135 South State College, Ste. 400
Brea, CA 92821

Fax: 714-578-9672
Phone: 714-578-9600
Email: estimating@sully-miller.com
bids@sully-miller.com

**Project: Avalon Pedestrian Bridge
The Port of Los Angeles, CA**

SDI Bid #: 26-527

Schwager Davis, Inc. (hereinafter called SDI) is pleased to submit this proposal for the furnishing and installation of post-tensioning materials, steel stay cable material.

Scope of Work – Specialty (Steel Stay Cables):

- Placing drawings for stay cables
- Supply of:
 - (13 each) 1-5/8" Full Locked Coil Strands with Fork Socket Ends.
 - All Stay Cable Anchors, duct, 1 ¼" prestressing bar (uncoated), plates & nuts, nylon bar cap, and duct grout material for stay cable anchors.
- Supply of labor, supervision and equipment for fabrication, installation, and stressing of stay cables (price includes one initial stressing, one tension verification, and one tension adjustment operation. If additional are required, the price would be \$900 per cable).
- Supply of labor, supervision and equipment for stressing and grouting cable anchor 1 ¼" prestressing bar (excludes installation of duct, prestress bar, embedded items, and cable anchors).
- **Includes steel stay cables for structure:** Avalon Pedestrian Bridge.

TOTAL PRICE: \$694,694.00 (including tax)

Add: \$24,675 for the extension of the Stay Cable Assemblies Supplier warranty to 10 years.

Scope of Work – Structural Concrete (Prestressing CIP Concrete):

- Placing drawings for post-tensioning work.
- Supply of 0.6" uncoated steel prestressing strand, galvanized steel spiro-type duct, end anchorages (including spirals) and grout materials for post-tensioning installation.
- Supply of labor, supervision and equipment for fabrication, installation, stressing and grouting of all post-tensioning.
- **Includes PT for structure:** Avalon Pedestrian Bridge

TOTAL PRICE: \$74,074.00 (including tax)

Schedule: The above price is based on completion of SDI's work by July 1, 2028 working regular 8-hour day shifts, five days per week. If through no fault of SDI, work needs to be performed other than during these periods, the price for that portion of the work will be subject to a negotiated increase.

The above price is based on a maximum (2) move-ins for the PT and (2) move-ins for the Stay Cable. For each additional move-in add \$2,000. An additional move-in is defined as the interruption of work by more than one shift by no fault of the Subcontractor.

Payment Terms:

Progress & Final Payment: Due and payable within thirty (30) days after invoice date. No retention shall be withheld.

Exclusions

1. Supply and placement of grillage, duct ties, duct supports, rebar which are sized and dimensioned on the contract documents, and other reinforcing steel.
2. Coordination and rearrangement of reinforcing steel in case of conflict with post-tensioning layout and/or stressing equipment.
3. Field engineering, erection engineering, and surveying.
4. Cable lengths, stressing sequence, and stressing forces.
5. Supply of material and labor to install cable anchor grout pads.
6. Supply of labor to install duct, prestressing bar, and anchors for stay cables.
7. All concrete, patching, and drilling work.
8. Cost of bonds, if required (rate approximately 1.46%).
9. Third party inspections and testing of materials.
10. Vibration testing of cables and supply and installation of any Dampener.
11. Liquidated damages.
12. Any work not specifically included in "Scope of Work" above.


Special Conditions

1. Contractor to provide a written construction schedule no later than 60 days prior to commencement of SDI's work with final confirmation for each structure with no less than seven (14) days-notice. Durations provided by SDI shall be used in the creation of schedule.
2. Contractor to provide traffic control, all-weather truck access to site, parking, sanitary facilities, lighting and ventilation (if required).
3. Contractor to provide unloading, moving and loading of all materials and equipment (max. weight per item 7,000#) including, when applicable, moving of materials and equipment from storage area to location required for installation.
4. Contractor to provide site specific training (if required) at no additional cost to SDI.
5. Contractor to provide hoisting and clear deck area during installation, stressing, and grouting of pedestrian bridge.
6. Contractor to provide duct fabrication area, 100x20 ft adjacent to and approximately level with soffit of structure.
7. Contractor to provide work platforms at each tendon end, approximately 6 ft wide and no more than 1 foot below lowest tendon, in full conformance with all OSHA regulations as well as sufficient access to stress and grout anchor prestressing bars, and tension stay cables from lower anchors.
8. Contractor to provide final stay cable pin-to-pin lengths prior to fabrication.
9. Contractor to provide block-outs and build-outs including bolt holes and shimming per the approved shop drawings.
10. After stressing and grouting, Contractor to provide rust proofing of all anchorages and filling of all block-outs in accordance with contract provisions.
11. Contractor to provide clear deck area of approximately 30 ft at tendon ends for installation and stressing.
12. Contractor to insure that duct is clear and undamaged after concreting and prior to tendon installation (SDI to perform visual inspection upon installation of duct), repair of any damage if discovered subsequent to duct installation, and protect duct openings to prevent intrusion of any foreign objects including water.
13. Contractor to provide pressurized potable water (approx. 50 gpm), concrete washout and compressed air as required for grouting operations, within 50 ft of various points of use
14. Contractor to provide adequate and secure storage area and dumpster at site for disposal of material.
15. If contractor intends to back charge SDI for any reason, SDI shall be notified in writing before charges occur.

Acceptance

This proposal is subject to acceptance within 30 days from bid date (contingent upon an award to Buyer).

SCHWAGER DAVIS, INC.

By: 

Mohammad Mirah
Post-Tensioning Division

Date: October 21, 2025

SCHWAGER DAVIS, INC. GENERAL TERMS AND CONDITIONS

1. **ACCEPTANCE.** This Proposal, which includes these General Terms and Conditions, may be accepted only by signing one copy of the Proposal and returning it to SCHWAGER DAVIS, INC. ("SDI") so that it is received by SDI no later than the date specified on the Proposal. The Proposal may also be accepted by either Buyer's providing written notice to SDI to proceed or Buyer's oral notice to proceed and SDI's commencing of work on the Project. Upon acceptance, this Proposal shall become the Contract between the parties.
2. **WRITTEN ASSENT TO ADDITIONAL TERMS REQUIRED.** This Proposal is subject to acceptance only on the terms and conditions stated in this Proposal. Any additional or different terms and conditions proposed by Buyer are hereby rejected, and shall be of no force or effect unless expressly assented to in writing by SDI. There shall be no contract except upon the terms and conditions provided in this Proposal.
3. **LIABILITY FOR PAYMENT.** Buyer agrees that Buyer is liable to SDI for the Total Price and the terms of payment thereof as set forth in this Contract. If Buyer fails to make payment to SDI when due, or if, in SDI's sole and reasonable opinion, Buyer's ability to make future payment becomes impaired, Buyer shall be in default of this Contract. SDI shall be entitled to cancel this Contract without any liability whatsoever to Buyer, and SDI shall be entitled to recover from Buyer its damages.
4. **DELAY OR FAILURE TO PERFORM.** SDI shall be excused for any delay or failure in performance due to an act of God, war, riot, embargo, an act of any civil or military authority, fire, flood, accident, quarantine restriction, mill condition, strike, difference with workers, delay in transportation, shortage of cars, fuel, labor, material or equipment, delay by Buyer in the approval of any redesign or shop drawing of SDI (when such is part of SDI's obligation) or any other cause beyond the reasonable control of SDI.
5. **SDI INSPECTION AND TESTING.** The material to be furnished under this Contract shall be subject to SDI's standard quality control at the place of manufacture, and any other inspection shall be at the expense of Buyer.
6. **INSURANCE.** Buyer agrees, at Buyer's option, to insure against loss from fire and extended coverage perils, Buyer's interest, including SDI's interest, in the entire structure on which the work of this Contract is to be done, including all property, material and supplies. If Buyer does not maintain such insurance in an adequate amount, Buyer shall reimburse SDI for any loss which would have been recoverable there from. SDI is protected by Worker's Compensation Insurance (and/or Employers' Liability Insurance); Public Liability Insurance for Bodily Injury with limits of Five Million Dollars/Five Million Dollars (\$5,000,000/5,000,000); Public Property Damage Insurance with limits of One Million Dollars (\$1,000,000); and Automobile Casualty Insurance and Property Damage Insurance, and will furnish certificates evidencing such coverage upon request. If Buyer's contract or purchase order places greater responsibility upon SDI or requires further insurance coverage, SDI, if specifically directing in writing by Buyer, shall obtain additional insurance (if procurable) to protect SDI at Buyer's expense, but SDI shall not be responsible for property damage from any cause, including fire and explosion, beyond the amounts and coverage of SDI's insurance, and Buyer agrees to hold SDI harmless from the cost of any such damage, including all expenses related thereto.
7. **DESIGN.** SDI shall not have any liability whatsoever for the design or details of others, and Buyer shall defend, indemnify, and hold SDI free and harmless of any such liability.
8. **INDEMNIFICATION.** SDI shall indemnify and save harmless Buyer against any liability, loss or expense incurred or suffered in consequence either of bodily injury to any person (including death), or damage to any property, to the extent that (1) materials supplied by SDI are defective and have failed; (2) installation of materials by SDI are not in accordance with standard practices and the installation is defective. For any and all other claims which arise by reason or in consequence of SDI's work, Buyer agrees to hereinafter indemnify, defend and hold harmless and release SDI (including SDI's successors and assigns and personal representatives), from and against any and all claims, demands, liabilities, losses, obligations, damages of whatever nature, costs (including, but not limited to, fees and expenses of attorneys to be chosen by SDI), actions and causes of actions of any nature whatsoever, known or unknown, and whether for compensatory or punitive damages.

In claims against SDI by any employee of Buyer, its subcontractors, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation hereunder shall not be in any way limited by any limitation on the amount or type of damages, compensation or benefits payable by or for Buyer or its subcontractors under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts.
9. **SAFETY.** Buyer agrees to indemnify and hold SDI harmless for any fines, penalties, damages, attorneys' fees, or any other expense incurred as a result of Buyer's failure to comply with any federal or state OSHA regulation or any other governmental or industrial safety requirement or standard.
10. **COMPLIANCE WITH LAWS.** SDI shall comply with Federal, State and local tax laws, social security acts, unemployment compensation acts and workers' or workmen's compensation acts insofar as applicable to the performance of this Contract.
11. **MODIFICATIONS.** This Contract, including in particular the Scope of Work, can be modified or rescinded only by a writing signed by both of the Parties or their duly authorized agents.
12. **WAIVER.** No claim or right arising out of a breach of this Contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by a consideration and is in writing signed by the aggrieved party.
13. **ATTORNEYS' FEES AND COSTS.** In the event any legal action arises out of this Contract, the prevailing party shall be entitled to recover from the other its reasonable attorneys' fees and costs of suit.
14. **TIME OF ESSENCE.** With respect to all matters in this Contract, time is of the essence
15. **APPLICABLE LAW.** This Contract shall be governed by the laws of the State of California, including the Uniform Commercial Code as adopted in the State of California as effective and in force on the date of this Contract.



SCHWAGER DAVIS, INC. 198 Hillsdale Avenue, San Jose, CA 95136. Phone 408-281-9300, Fax 408-281-9301

**SUBCONTRACT PROPOSAL
for
POST-TENSIONING WORK**

California Contractors License # 492582

DIR # 1000005118

Bid Date: October 21, 2025

Bid Documents: Plans and Special Provisions issued by The Port of Los Angeles

Project #: 1-3302

Bid Item: Specialty (partial)
Structural Concrete (partial)

Proposal to: MCM Construction, Inc.
6413 32nd Street
North Highlands, CA 95660

Fax: 916-334-0562
Phone: 916-334-1221 (Ron)
Email: bids@mcmconstruction.com
rburch@mcmconstruction.com

**Project: Avalon Pedestrian Bridge
The Port of Los Angeles, CA**

SDI Bid #: 26-527

Schwager Davis, Inc. (hereinafter called SDI) is pleased to submit this proposal for the furnishing and installation of post-tensioning materials, steel stay cable material.

Scope of Work – Specialty (Steel Stay Cables):

- Placing drawings for stay cables
- Supply of:
 - (13 each) 1-5/8" Full Locked Coil Strands with Fork Socket Ends.
 - All Stay Cable Anchors, duct, 1 ¼" prestressing bar (uncoated), plates & nuts, nylon bar cap, and duct grout material for stay cable anchors.
- Supply of labor, supervision and equipment for fabrication, installation, and stressing of stay cables (price includes one initial stressing, one tension verification, and one tension adjustment operation. If additional are required, the price would be \$900 per cable).
- Supply of labor, supervision and equipment for stressing and grouting cable anchor 1 ¼" prestressing bar (excludes installation of duct, prestress bar, embedded items, and cable anchors).
- **Includes steel stay cables for structure:** Avalon Pedestrian Bridge.

TOTAL PRICE: \$694,694.00 (including tax)

Add: \$24,675 for the extension of the Stay Cable Assemblies Supplier warranty to 10 years.

Scope of Work – Structural Concrete (Prestressing CIP Concrete):

- Placing drawings for post-tensioning work.
- Supply of 0.6" uncoated steel prestressing strand, galvanized steel spiro-type duct, end anchorages (including spirals) and grout materials for post-tensioning installation.
- Supply of labor, supervision and equipment for fabrication, installation, stressing and grouting of all post-tensioning.
- **Includes PT for structure:** Avalon Pedestrian Bridge

TOTAL PRICE: \$74,074.00 (including tax)

Schedule: The above price is based on completion of SDI's work by July 1, 2028 working regular 8-hour day shifts, five days per week. If through no fault of SDI, work needs to be performed other than during these periods, the price for that portion of the work will be subject to a negotiated increase.

The above price is based on a maximum (2) move-ins for the PT and (2) move-ins for the Stay Cable. For each additional move-in add \$2,000. An additional move-in is defined as the interruption of work by more than one shift by no fault of the Subcontractor.

Payment Terms:

Progress & Final Payment: Due and payable within thirty (30) days after invoice date. No retention shall be withheld.

Exclusions

1. Supply and placement of grillage, duct ties, duct supports, rebar which are sized and dimensioned on the contract documents, and other reinforcing steel.
2. Coordination and rearrangement of reinforcing steel in case of conflict with post-tensioning layout and/or stressing equipment.
3. Field engineering, erection engineering, and surveying.
4. Cable lengths, stressing sequence, and stressing forces.
5. Supply of material and labor to install cable anchor grout pads.
6. Supply of labor to install duct, prestressing bar, and anchors for stay cables.
7. All concrete, patching, and drilling work.
8. Cost of bonds, if required (rate approximately 1.46%).
9. Third party inspections and testing of materials.
10. Vibration testing of cables and supply and installation of any Dampener.
11. Liquidated damages.
12. Any work not specifically included in "Scope of Work" above.

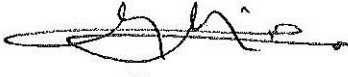
Special Conditions

1. Contractor to provide a written construction schedule no later than 60 days prior to commencement of SDI's work with final confirmation for each structure with no less than seven (14) days-notice. Durations provided by SDI shall be used in the creation of schedule.
2. Contractor to provide traffic control, all-weather truck access to site, parking, sanitary facilities, lighting and ventilation (if required).
3. Contractor to provide unloading, moving and loading of all materials and equipment (max. weight per item 7,000#) including, when applicable, moving of materials and equipment from storage area to location required for installation.
4. Contractor to provide site specific training (if required) at no additional cost to SDI.
5. Contractor to provide hoisting and clear deck area during installation, stressing, and grouting of pedestrian bridge.
6. Contractor to provide duct fabrication area, 100x20 ft adjacent to and approximately level with soffit of structure.
7. Contractor to provide work platforms at each tendon end, approximately 6 ft wide and no more than 1 foot below lowest tendon, in full conformance with all OSHA regulations as well as sufficient access to stress and grout anchor prestressing bars, and tension stay cables from lower anchors.
8. Contractor to provide final stay cable pin-to-pin lengths prior to fabrication.
9. Contractor to provide block-outs and build-outs including bolt holes and shimming per the approved shop drawings.
10. After stressing and grouting, Contractor to provide rust proofing of all anchorages and filling of all block-outs in accordance with contract provisions.
11. Contractor to provide clear deck area of approximately 30 ft at tendon ends for installation and stressing.
12. Contractor to insure that duct is clear and undamaged after concreting and prior to tendon installation (SDI to perform visual inspection upon installation of duct), repair of any damage if discovered subsequent to duct installation, and protect duct openings to prevent intrusion of any foreign objects including water.
13. Contractor to provide pressurized potable water (approx. 50 gpm), concrete washout and compressed air as required for grouting operations, within 50 ft of various points of use
14. Contractor to provide adequate and secure storage area and dumpster at site for disposal of material.
15. If contractor intends to back charge SDI for any reason, SDI shall be notified in writing before charges occur.

Acceptance

This proposal is subject to acceptance within 30 days from bid date (contingent upon an award to Buyer).

SCHWAGER DAVIS, INC.



By: _____
Mohammad Mirah
Post-Tensioning Division

Date: October 21, 2025

SCHWAGER DAVIS, INC. GENERAL TERMS AND CONDITIONS

1. **ACCEPTANCE.** This Proposal, which includes these General Terms and Conditions, may be accepted only by signing one copy of the Proposal and returning it to SCHWAGER DAVIS, INC. ("SDI") so that it is received by SDI no later than the date specified on the Proposal. The Proposal may also be accepted by either Buyer's providing written notice to SDI to proceed or Buyer's oral notice to proceed and SDI's commencing of work on the Project. Upon acceptance, this Proposal shall become the Contract between the parties.
2. **WRITTEN ASSENT TO ADDITIONAL TERMS REQUIRED.** This Proposal is subject to acceptance only on the terms and conditions stated in this Proposal. Any additional or different terms and conditions proposed by Buyer are hereby rejected, and shall be of no force or effect unless expressly assented to in writing by SDI. There shall be no contract except upon the terms and conditions provided in this Proposal.
3. **LIABILITY FOR PAYMENT.** Buyer agrees that Buyer is liable to SDI for the Total Price and the terms of payment thereof as set forth in this Contract. If Buyer fails to make payment to SDI when due, or if, in SDI's sole and reasonable opinion, Buyer's ability to make future payment becomes impaired, Buyer shall be in default of this Contract. SDI shall be entitled to cancel this Contract without any liability whatsoever to Buyer, and SDI shall be entitled to recover from Buyer its damages.
4. **DELAY OR FAILURE TO PERFORM.** SDI shall be excused for any delay or failure in performance due to an act of God, war, riot, embargo, an act of any civil or military authority, fire, flood, accident, quarantine restriction, mill condition, strike, difference with workers, delay in transportation, shortage of cars, fuel, labor, material or equipment, delay by Buyer in the approval of any redesign or shop drawing of SDI (when such is part of SDI's obligation) or any other cause beyond the reasonable control of SDI.
5. **SDI INSPECTION AND TESTING.** The material to be furnished under this Contract shall be subject to SDI's standard quality control at the place of manufacture, and any other inspection shall be at the expense of Buyer.
6. **INSURANCE.** Buyer agrees, at Buyer's option, to insure against loss from fire and extended coverage perils, Buyer's interest, including SDI's interest, in the entire structure on which the work of this Contract is to be done, including all property, material and supplies. If Buyer does not maintain such insurance in an adequate amount, Buyer shall reimburse SDI for any loss which would have been recoverable there from. SDI is protected by Worker's Compensation Insurance (and/or Employers' Liability Insurance); Public Liability Insurance for Bodily Injury with limits of Five Million Dollars/Five Million Dollars (\$5,000,000/5,000,000); Public Property Damage Insurance with limits of One Million Dollars (\$1,000,000); and Automobile Casualty Insurance and Property Damage Insurance, and will furnish certificates evidencing such coverage upon request. If Buyer's contract or purchase order places greater responsibility upon SDI or requires further insurance coverage, SDI, if specifically directing in writing by Buyer, shall obtain additional insurance (if procurable) to protect SDI at Buyer's expense, but SDI shall not be responsible for property damage from any cause, including fire and explosion, beyond the amounts and coverage of SDI's insurance, and Buyer agrees to hold SDI harmless from the cost of any such damage, including all expenses related thereto.
7. **DESIGN.** SDI shall not have any liability whatsoever for the design or details of others, and Buyer shall defend, indemnify, and hold SDI free and harmless of any such liability.
8. **INDEMNIFICATION.** SDI shall indemnify and save harmless Buyer against any liability, loss or expense incurred or suffered in consequence either of bodily injury to any person (including death), or damage to any property, to the extent that (1) materials supplied by SDI are defective and have failed; (2) installation of materials by SDI are not in accordance with standard practices and the installation is defective. For any and all other claims which arise by reason or in consequence of SDI's work, Buyer agrees to hereinafter indemnify, defend and hold harmless and release SDI (including SDI's successors and assigns and personal representatives), from and against any and all claims, demands, liabilities, losses, obligations, damages of whatever nature, costs (including, but not limited to, fees and expenses of attorneys to be chosen by SDI), actions and causes of actions of any nature whatsoever, known or unknown, and whether for compensatory or punitive damages.

In claims against SDI by any employee of Buyer, its subcontractors, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation hereunder shall not be in any way limited by any limitation on the amount or type of damages, compensation or benefits payable by or for Buyer or its subcontractors under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts.
9. **SAFETY.** Buyer agrees to indemnify and hold SDI harmless for any fines, penalties, damages, attorneys' fees, or any other expense incurred as a result of Buyer's failure to comply with any federal or state OSHA regulation or any other governmental or industrial safety requirement or standard.
10. **COMPLIANCE WITH LAWS.** SDI shall comply with Federal, State and local tax laws, social security acts, unemployment compensation acts and workers' or workmen's compensation acts insofar as applicable to the performance of this Contract.
11. **MODIFICATIONS.** This Contract, including in particular the Scope of Work, can be modified or rescinded only by a writing signed by both of the Parties or their duly authorized agents.
12. **WAIVER.** No claim or right arising out of a breach of this Contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by a consideration and is in writing signed by the aggrieved party.
13. **ATTORNEYS' FEES AND COSTS.** In the event any legal action arises out of this Contract, the prevailing party shall be entitled to recover from the other its reasonable attorneys' fees and costs of suit.
14. **TIME OF ESSENCE.** With respect to all matters in this Contract, time is of the essence
15. **APPLICABLE LAW.** This Contract shall be governed by the laws of the State of California, including the Uniform Commercial Code as adopted in the State of California as effective and in force on the date of this Contract.

EXHIBIT C



SCHWAGER DAVIS, INC. 198 Hillsdale Avenue, San Jose, CA 95136. Phone 408-281-9300, Fax 408-281-9301

SUBCONTRACT PROPOSAL
for
POST-TENSIONING WORK

California Contractors License # 492582

DIR # 1000005118

Bid Date: October 21, 2025

Bid Documents: Plans and Special Provisions issued by The Port of Los Angeles

Project #: 1-3302

Bid Item: Specialty (partial)
Structural Concrete (partial)

Proposal to: Griffith Company
3050 E. Birch Street
Brea, CA 92821

Fax: 714-854-0227
Phone: 714-984-5500 (Thony Le)
Email: tle@griffithcompany.net
estimating@griffithcompany.net

**Project: Avalon Pedestrian Bridge
The Port of Los Angeles, CA**

SDI Bid #: 26-527

Schwager Davis, Inc. (hereinafter called SDI) is pleased to submit this proposal for the furnishing and installation of post-tensioning materials, steel stay cable material.

Scope of Work – Specialty (Steel Stay Cables):

- Placing drawings for stay cables
- Supply of:
 - (13 each) 1-5/8" Full Locked Coil Strands with Fork Socket Ends.
 - All Stay Cable Anchors, duct, 1 ¼" prestressing bar (uncoated), plates & nuts, nylon bar cap, and duct grout material for stay cable anchors.
- Supply of labor, supervision and equipment for fabrication, installation, and stressing of stay cables (price includes one initial stressing, one tension verification, and one tension adjustment operation. If additional are required, the price would be \$900 per cable).
- Supply of labor, supervision and equipment for stressing and grouting cable anchor 1 ¼" prestressing bar (excludes installation of duct, prestress bar, embedded items, and cable anchors).
- **Includes steel stay cables for structure: Avalon Pedestrian Bridge.**

Scope of Work – Structural Concrete (Prestressing CIP Concrete):

- Placing drawings for post-tensioning work.
- Supply of 0.6" uncoated steel prestressing strand, galvanized steel spiro-type duct, end anchorages (including spirals) and grout materials for post-tensioning installation.
- Supply of labor, supervision and equipment for fabrication, installation, stressing and grouting of all post-tensioning.
- **Includes PT for structure: Avalon Pedestrian Bridge**

TOTAL PRICE FOR LABOR: \$350,000.00

TOTAL PRICE FOR MATERIAL: \$418,768.00 (including tax)

Add: \$24,675 for the extension of the Stay Cable Assemblies Supplier warranty to 10 years.

Schedule: The above price is based on completion of SDI's work by July 1, 2028 working regular 8-hour day shifts, five days per week. If through no fault of SDI, work needs to be performed other than during these periods, the price for that portion of the work will be subject to a negotiated increase.

The above price is based on a maximum (2) move-ins for the PT and (2) move-ins for the Stay Cable. For each additional move-in add \$2,000. An additional move-in is defined as the interruption of work by more than one shift by no fault of the Subcontractor.

Payment Terms:

Progress & Final Payment: Due and payable within thirty (30) days after invoice date. No retention shall be withheld.

Exclusions

1. Supply and placement of grillage, duct ties, duct supports, rebar which are sized and dimensioned on the contract documents, and other reinforcing steel.
2. Coordination and rearrangement of reinforcing steel in case of conflict with post-tensioning layout and/or stressing equipment.
3. Field engineering, erection engineering, and surveying.
4. Cable lengths, stressing sequence, and stressing forces.
5. Supply of material and labor to install cable anchor grout pads.
6. Supply of labor to install duct, prestressing bar, and anchors for stay cables.
7. All concrete, patching, and drilling work.
8. Cost of bonds, if required (rate approximately 1.46%).
9. Third party inspections and testing of materials.
10. Vibration testing of cables and supply and installation of any Dampener.
11. Liquidated damages.
12. Any work not specifically included in "Scope of Work" above.

Special Conditions

1. Contractor to provide a written construction schedule no later than 60 days prior to commencement of SDI's work with final confirmation for each structure with no less than seven (14) days-notice. Durations provided by SDI shall be used in the creation of schedule.
2. Contractor to provide traffic control, all-weather truck access to site, parking, sanitary facilities, lighting and ventilation (if required).
3. Contractor to provide unloading, moving and loading of all materials and equipment (max. weight per item 7,000#) including, when applicable, moving of materials and equipment from storage area to location required for installation.
4. Contractor to provide site specific training (if required) at no additional cost to SDI.
5. Contractor to provide hoisting and clear deck area during installation, stressing, and grouting of pedestrian bridge.
6. Contractor to provide duct fabrication area, 100x20 ft adjacent to and approximately level with soffit of structure.
7. Contractor to provide work platforms at each tendon end, approximately 6 ft wide and no more than 1 foot below lowest tendon, in full conformance with all OSHA regulations as well as sufficient access to stress and grout anchor prestressing bars, and tension stay cables from lower anchors.
8. Contractor to provide final stay cable pin-to-pin lengths prior to fabrication.
9. Contractor to provide block-outs and build-outs including bolt holes and shimming per the approved shop drawings.
10. After stressing and grouting, Contractor to provide rust proofing of all anchorages and filling of all block-outs in accordance with contract provisions.
11. Contractor to provide clear deck area of approximately 30 ft at tendon ends for installation and stressing.
12. Contractor to insure that duct is clear and undamaged after concreting and prior to tendon installation (SDI to perform visual inspection upon installation of duct), repair of any damage if discovered subsequent to duct installation, and protect duct openings to prevent intrusion of any foreign objects including water.
13. Contractor to provide pressurized potable water (approx. 50 gpm), concrete washout and compressed air as required for grouting operations, within 50 ft of various points of use
14. Contractor to provide adequate and secure storage area and dumpster at site for disposal of material.
15. If contractor intends to back charge SDI for any reason, SDI shall be notified in writing before charges occur.

Acceptance

The labor and material scopes are interdependent and priced as a single package. Neither scope can be awarded separately.

This proposal is subject to acceptance within 30 days from bid date (contingent upon an award to Buyer).

SCHWAGER DAVIS, INC.



By: _____
Mohammad Mirah
Post-Tensioning Division

Date: October 21, 2025

SCHWAGER DAVIS, INC. GENERAL TERMS AND CONDITIONS

1. **ACCEPTANCE.** This Proposal, which includes these General Terms and Conditions, may be accepted only by signing one copy of the Proposal and returning it to SCHWAGER DAVIS, INC. ("SDI") so that it is received by SDI no later than the date specified on the Proposal. The Proposal may also be accepted by either Buyer's providing written notice to SDI to proceed or Buyer's oral notice to proceed and SDI's commencing of work on the Project. Upon acceptance, this Proposal shall become the Contract between the parties.
2. **WRITTEN ASSENT TO ADDITIONAL TERMS REQUIRED.** This Proposal is subject to acceptance only on the terms and conditions stated in this Proposal. Any additional or different terms and conditions proposed by Buyer are hereby rejected, and shall be of no force or effect unless expressly assented to in writing by SDI. There shall be no contract except upon the terms and conditions provided in this Proposal.
3. **LIABILITY FOR PAYMENT.** Buyer agrees that Buyer is liable to SDI for the Total Price and the terms of payment thereof as set forth in this Contract. If Buyer fails to make payment to SDI when due, or if, in SDI's sole and reasonable opinion, Buyer's ability to make future payment becomes impaired, Buyer shall be in default of this Contract. SDI shall be entitled to cancel this Contract without any liability whatsoever to Buyer, and SDI shall be entitled to recover from Buyer its damages.
4. **DELAY OR FAILURE TO PERFORM.** SDI shall be excused for any delay or failure in performance due to an act of God, war, riot, embargo, an act of any civil or military authority, fire, flood, accident, quarantine restriction, mill condition, strike, difference with workers, delay in transportation, shortage of cars, fuel, labor, material or equipment, delay by Buyer in the approval of any redesign or shop drawing of SDI (when such is part of SDI's obligation) or any other cause beyond the reasonable control of SDI.
5. **SDI INSPECTION AND TESTING.** The material to be furnished under this Contract shall be subject to SDI's standard quality control at the place of manufacture, and any other inspection shall be at the expense of Buyer.
6. **INSURANCE.** Buyer agrees, at Buyer's option, to insure against loss from fire and extended coverage perils, Buyer's interest, including SDI's interest, in the entire structure on which the work of this Contract is to be done, including all property, material and supplies. If Buyer does not maintain such insurance in an adequate amount, Buyer shall reimburse SDI for any loss which would have been recoverable there from. SDI is protected by Worker's Compensation Insurance (and/or Employers' Liability Insurance); Public Liability Insurance for Bodily Injury with limits of Five Million Dollars/Five Million Dollars (\$5,000,000/5,000,000); Public Property Damage Insurance with limits of One Million Dollars (\$1,000,000); and Automobile Casualty Insurance and Property Damage Insurance, and will furnish certificates evidencing such coverage upon request. If Buyer's contract or purchase order places greater responsibility upon SDI or requires further insurance coverage, SDI, if specifically directing in writing by Buyer, shall obtain additional insurance (if procurable) to protect SDI at Buyer's expense, but SDI shall not be responsible for property damage from any cause, including fire and explosion, beyond the amounts and coverage of SDI's insurance, and Buyer agrees to hold SDI harmless from the cost of any such damage, including all expenses related thereto.
7. **DESIGN.** SDI shall not have any liability whatsoever for the design or details of others, and Buyer shall defend, indemnify, and hold SDI free and harmless of any such liability.
8. **INDEMNIFICATION.** SDI shall indemnify and save harmless Buyer against any liability, loss or expense incurred or suffered in consequence either of bodily injury to any person (including death), or damage to any property, to the extent that (1) materials supplied by SDI are defective and have failed; (2) installation of materials by SDI are not in accordance with standard practices and the installation is defective. For any and all other claims which arise by reason or in consequence of SDI's work, Buyer agrees to hereinafter indemnify, defend and hold harmless and release SDI (including SDI's successors and assigns and personal representatives), from and against any and all claims, demands, liabilities, losses, obligations, damages of whatever nature, costs (including, but not limited to, fees and expenses of attorneys to be chosen by SDI), actions and causes of actions of any nature whatsoever, known or unknown, and whether for compensatory or punitive damages.

In claims against SDI by any employee of Buyer, its subcontractors, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation hereunder shall not be in any way limited by any limitation on the amount or type of damages, compensation or benefits payable by or for Buyer or its subcontractors under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts.
9. **SAFETY.** Buyer agrees to indemnify and hold SDI harmless for any fines, penalties, damages, attorneys' fees, or any other expense incurred as a result of Buyer's failure to comply with any federal or state OSHA regulation or any other governmental or industrial safety requirement or standard.
10. **COMPLIANCE WITH LAWS.** SDI shall comply with Federal, State and local tax laws, social security acts, unemployment compensation acts and workers' or workmen's compensation acts insofar as applicable to the performance of this Contract.
11. **MODIFICATIONS.** This Contract, including in particular the Scope of Work, can be modified or rescinded only by a writing signed by both of the Parties or their duly authorized agents.
12. **WAIVER.** No claim or right arising out of a breach of this Contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by a consideration and is in writing signed by the aggrieved party.
13. **ATTORNEYS' FEES AND COSTS.** In the event any legal action arises out of this Contract, the prevailing party shall be entitled to recover from the other its reasonable attorneys' fees and costs of suit.
14. **TIME OF ESSENCE.** With respect to all matters in this Contract, time is of the essence
15. **APPLICABLE LAW.** This Contract shall be governed by the laws of the State of California, including the Uniform Commercial Code as adopted in the State of California as effective and in force on the date of this Contract.

November 18, 2025

VIA OVERNIGHT MAIL

Shaun Shahrestani
Chief Harbor Engineer
Port of Los Angeles
Construction Division/ Contract Administration
425 South Palos Verdes St, 3rd Floor
San Pedro, California 90731

**RE: Sully-Miller Contracting Co.’s Response to Griffith Company’s November 14th Letter
Project: Avalon Pedestrian Bridge and Promenade Gateway, Bid Invitation #2804**

Dear Mr. Shahrestani,

Sully-Miller hereby submits this response to Griffith Company’s (“Griffith”) November 14, 2025, letter related to the Port of Los Angeles’s (the “Port”) Avalon Pedestrian Bridge and Promenade Gateway Project, Bid Invitation #2804. Sully-Miller requests the Port reject Griffith’s bid as non-responsive and award the Project to the next lowest bidder, Sully-Miller.

I. SULLY-MILLER HAS STANDING TO BRING ITS BID PROTEST AS THE SECOND LOWEST BIDDER.

Griffith argues that Sully-Miller lacks standing to bring this bid protest. This argument is meritless. As an initial matter, the case law cited by Griffith is inapplicable as it deals with Federal law on Federal projects. This is a California project governed by California law. California law provides that any bidder that bids the Project has standing to file a bid protest. See *Konica Business Machines U.S.A., Inc. v. Regents of University of California* (1988) 206 Cal.App.3d 449, 451. This includes Sully-Miller as the second lowest bidder on the Project.

Griffith argues that there was no substantial chance that Sully-Miller would have been awarded the Project because its bid contains material inconsistencies including the bid price listed for Griffith and LEED Electric (“LEED”) on the separate bidding forms. As an initial matter, Griffith’s arguments amount to a protest of Sully-Miller bid. Griffith waived its right to protest by failing to follow the bid protest requirements and submitting a timely protest of Sully-Miller’s bid. As such, all of the arguments Griffith makes protesting Sully-Miller’s bid nearly four weeks after bid opening are untimely and should be denied. Regardless, the arguments Griffith makes as to Griffith’s price and LEED’s price are clerical errors that can be waived by the Port as they do not provide Sully-Miller with a competitive advantage and they do not violate the listing laws. Comparatively, Griffith’s

{3478 33028}

mistakes in its bid violate the listing laws and provide it with a competitive advantage because Griffith could have withdrawn its bid.

A. Griffith Being Listed as a Supplier and a Subcontractor is a Clerical Error that can be Waived by the Port.

First, Griffith argues that Sully-Miller made a mistake in listing the wrong price for Griffith on the Supplier List. Sully-Miller listed its suppliers on the Supplier List pursuant to the bidding instruction. However, on the Subcontractor Listing Form, which is governed by the Public Contract Code, Sully-Miller listed the correct price for Griffith, \$4,141,919.

Sully-Miller acknowledges that the price listed for Griffith on the separate Supplier List and the Subcontractor List do not match. However, this error, if considered one by the Port, is a waivable clerical error for numerous reasons. First, Sully-Miller was not even required to list Griffith as a supplier. The Supplier List provides, "Supplier information is required for calculation of SBE and VSBE participation. Photocopy this form for additional firms. Please list SBE and VSBE Suppliers that are being used to achieve the minimum required SBE and VSBE participation levels." The Supplier List is used to calculate the SBE and VSE participation. Griffith is not an SBE or VSBE supplier. Sully-Miller did not need to list Griffith to meet the Project's SBE and VSE participation requirement. As such, Griffith did not even need to be listed on the Supplier List.

Second, there is no Public Contract Code that requires bidders to list their suppliers. The bid documents issued by the Port included a separate document to list suppliers for determining the SBE and VSBE participation levels. However, there is no law that requires the bidder to list its suppliers. Sully-Miller, by listing Griffith as a supplier and a subcontractor, did not violate any listing laws. The listing of the incorrect price on the Supplier List, which is a Port required document not a Public Contract Code requirement, is waivable. Thus, this error is not material because it does not violate the listing laws.

Lastly, by Sully-Miller listing Griffith as a supplier and a subcontractor Sully-Miller was not provided with a competitive advantage not afforded to other bidders. Moreover, it is not a basis for Sully-Miller to withdraw its bid. Sully-Miller simply listed the wrong price on a separate Supplier List. The key here is that on the Subcontract List, which is governed by Public Contract Code 4101, Sully-Miller listed the correct price for Griffith. Griffith acknowledges this in its own letter. As such, no competitive advantage was gained by Sully-Miller.

Comparatively, Griffith listed the wrong price for its subcontractor, Schwager Davis, Inc.'s ("SDI"), on its Subcontractor List in violation of Public Contract Code § 4101. This cannot be waived because it directly violates the Listing Laws of the Public Contract Code. Griffith argues that SDI's price being listed as \$0 is a waivable data entry mistake. However, leading California case law is clear that when a bidder fails to state dollar amounts of work to be performed by subcontractors as required by specifications, the requirement could not be waived. *MCM Const., Inc. v. City & Cnty. of San Francisco* (1998) 66 Cal. App. 4th 359.

Moreover, Griffith attempting to change the bid price of SDI on its bid violates the listing laws. Griffith continues to rely on Public Contract Code 4107.5 to support its argument that it could adjust its bid after opening. As discussed thoroughly in Sully-Miller's November 10, 2025 letter, Section 4107.5 was intended to be a remedy for bidders when the bidders list the wrong *subcontractor*, not the wrong *price*. There is no code section or case law that allows for the modification of subcontractor pricing after bid opening. For the Port to allow such modification undermines the listing laws and opens up bidders to bid shopping.

As such, Sully-Miller listing Griffith as a subcontractor and supplier with different prices is a clerical error that can be waived by the Port.

B. LEED Electric Inc.'s Subcontractor Information Form Price is Waivable.

Next, Griffith argues that the price listed on LEED Subcontractor Information Form submitted after bid opening does not match the price listed on the Subcontractor List submitted at time of bid. Sully-Miller listed LEED on its Subcontractor List for \$17,966,455. The Subcontractor Information Forms were provided to the subcontractors to fill out and send back to Sully-Miller. LEED inadvertently listed the wrong price, \$16,873,541.00, which matches the exact dollar amount that LEED was listed for on Griffith's Subcontractor List, on its Subcontractor Information Form to Sully-Miller. This is clearly a clerical error. Importantly, and as discussed above is that the correct price for LEED's work was included in the Subcontractor List, which is governed by the Public Contract Code.

The Subcontractor Information Form is used verifying that the subcontractor listed on the bid is a SBE or VSBE is in fact a registered SBE or VSBE. The Subcontractor Information Form is not used to verify the price of the subcontractor's bid. The document that is used to verify the subcontractor's price is the Subcontractor List, which again, Sully-Miller listed the correct price for LEED. Listing the incorrect price on the Subcontractor Information Form does not provide Sully-Miller with an advantage not afforded to other bidders. It also does not provide a basis for Sully-Miller to withdraw its bid.

In comparison, Griffith listed the wrong price on its Subcontractor List, which is governed by the Public Contract Code. Again, this is not waivable by the Port as held in *MCM Construction, Inc. v. City and County of San Francisco* (1998) 66 Cal.App.4th 359. In *MCM Construction, Inc.*, MCM's bid **failed to list the dollar amount of work to be performed by each subcontractor**. The bid was rejected as nonresponsive. When MCM sued, the public entity successfully argued, under *Valley Crest Landscape, Inc. v. City Council* (1996) 41 Cal.App.4th 1432, that MCM had an actual and unfair advantage over other bidders because the defects in MCM's bid would have allowed it to withdraw. *Id.* at 376-378. This is the exact same argument Sully-Miller makes against Griffith's bid. As discussed in its November 10, 2025 letter (Section V), Griffith could withdraw its bid by failing to list a dollar amount for SDI and therefore, is being provided an unfair advantage if it were awarded this Project. Griffith's bid error is identical to that of MCM's and the *MCM Construction, Inc.* court ruled that MCM's bid was properly rejected.

Instead, Sully-Miller should be permitted to submit a corrected Subcontractor Information Form for LEED. As provided for in Section 00030, Subsection 07(C) and Section 00012, Subsection 09(g), Bidders are permitted to submit post bid forms 4 business days after receiving written request from Engineer. Thus, Sully-Miller is permitted to submit this corrected Subcontractor Information Form as it has not received a written request from the Engineer yet. Therefore, the Port should waive this clerical error and accept the corrected Subcontractor Information Form for LEED.

II. GRIFFITH HAS RECEIVED A COMPETITIVE ADVANTAGE AND COULD HAVE WITHDRAWN ITS BID.

Griffith argues that it was not provided with a competitive advantage because it could not have withdrawn its bid under Public Contract Code § 5103. Griffith's argument is wrong. Griffith's argument focuses on subsection (c) of Public Contract Code § 5103 "The mistake made the bid materially different than he or she intended it to be." Griffith was provided a material advantage because it included the wrong price for SDI and its mistake was a typographical error.

Valley Crest held that misstating the correct percentage of work to be done by a subcontractor was "in the nature of a typographical or arithmetical error. It makes the bid materially different and is a mistake in filling out the bid." *Valley Crest, supra*, 41 Cal.App.4th at 1442. As such, the contractor could have sought relief under section 5103. Consequently, the contractor's ability to withdraw its bid without forfeiting its bond constituted an unfair advantage and the city could not waive the irregularity. *Id.*

MCM Construction, Inc. held the failure to state the dollar amounts of work to be performed by subcontractors is, like the misstatement of the correct percentage of work to be done by subcontractors in *Valley Crest*, "in the nature of a typographical or arithmetical error." As such, MCM could have sought relief under the statute and had an advantage not available to other bidders. "**The City was without power to waive the deviation.**" *MCM Const., Inc., supra*, 66 Cal. App. 4th at 377.

Similarly, Griffith failed to include the dollar amount of work to be performed by SDI. *MCM Construction, Inc.* held the failure to state the dollar amounts of work to be performed by subcontractors made the bid materially different than he or she intended it to be. This is a typographical error, as Griffith admits it is a data-entry mistake. Therefore, Griffith could have sought relief under the statute and had an advantage not available to other bidders. The Port cannot waive this deviation.

III. GRIFFITH WAIVED ITS RIGHT TO PROTEST SULLY-MILLER'S BID.

Griffith's November 14, 2025 letter attempts to point out clerical errors in Sully-Miller's bid. Griffith's November 14th letter amounts to a bid protest of Sully-Miller's bid. However, the issue is that Griffith's submits this bid protest almost 4 weeks after bid opening. Griffith's bid protest is untimely and must be denied by the Port. Griffith by failing to submit a timely protest, waived its right to protest Sully-Miller's bid. See *MCM Const., Inc. v. City & Cnty. of San Francisco* (1998) 66 Cal. App. 4th 359, 378-379 (MCM waived any right to protest Myers' bid by failing to comply with mandatory procedures set forth in the bid instructions for bid protests.)

Bid protests are typically required to be submitted within 5 days after bid opening. Griffith has no excuse for submitting a bid protest nearly four weeks after bid opening. There is no basis for the Port to allow or even consider Griffith's untimely bid protest. As such, it should not be considered and must be denied by the Port.

IV. THE ADMINISTRATIVE ERRORS GRIFFITH HAS IDENTIFIED ARE WAIVABLE.

There are several errors that have been pointed out by Sully-Miller of Griffith's bid and by Griffith of Sully-Miller's bid. The difference between that errors identified are that the errors in Griffith's bid are material and those in Sully-Miller's are clerical. Clerical mistakes can be waived by the Port if they do not provide the bidder with a competitive advantage. Here, the clerical errors that Griffith attempts to highlight in its untimely bid protest letter do not provide Sully-Miller with a competitive advantage and therefore, can be waived.

It is established under California law that bids which substantially conform to a public agency's request but contain some error or irregularity may be accepted if the error does not affect the amount of the bid or give the applicant an advantage that other bidders did not have. *Bay Cities Paving & Grading, Inc. v. City of San Leandro* (2014) 223 Cal.App.4th 1181, 1198-1199. Bids must be evaluated from a practical, rather than hypothetical, standpoint, giving due consideration to the public interest being served. *Ghilotti Construction Co. v. City of Richmond* (1996) 45 Cal.App.4th 897, 908-909; *MCM Construction, Inc. v. City and County of San Francisco* (1998) 66 Cal.App.4th 359, 370. These public interests are getting the best price and avoiding favoritism and corruption. *Domar Electric, Inc. v. City of Los Angeles* (1994) 9 Cal. 4th 161, 173.

In evaluating the responsiveness of a bid, it is "well established that a bid which substantially conforms to a call for bids may, though it is not strictly responsive, be accepted if the variance cannot have **affected the amount of the bid or given the bidder an advantage or benefit not allowed other bidders** or, in other words, if the variance is inconsequential." Emphasis added, *Valley Crest Landscape, Inc., v. City Council* (1996) 41 Cal.App.4th 1432, 14401-41 citing *Konica Business Machines U.S.A., Inc. v. Regents of University of California* (1988) 206 Cal.App.3d 449, 454 quoting 47 Ops.Cal.Atty.Gen. (1966) 129, 130-31. A variance in a bid, therefore, will only be considered material if it (1) could have affected the total sum of the bid or (2) provided a bidder with a competitive advantage such as the ability to withdraw its bid. Otherwise, the variance is inconsequential and waivable.

Griffith admits in its November 14, 2025 letter that the issues it has pointed out in Sully-Miller's bid are all administrative. It identified issues in the CEC Form 55 document and on the Contractor/Subcontractor/Supplier Information Form, which it agrees are all administrative and not material. Griffith cannot have its cake and eat it too. If Griffith is going to argue that the CEC Form 55 document and the Contractor/Subcontractor/Supplier Information Form are not material, it cannot identify issues in Sully-Miller's bid to argue that Sully-Miller's bid is non-responsive. Moreover, Griffith itself failed to submit SDI's CEC Form 55 at the time of the bid or within 4 days of bid closing. The issues on Sully-Miller's CEC Form 55 are clerical in nature, not that it failed to submit an entire form. As such,

any issues identified by Griffith as to the CEC Form 55 or the Contractor/ Subcontractor/Supplier Information Form are all waivable.

V. THE BID DOCUMENTS DO NOT REQUIRE SULLY-MILLER TO SUBMIT AN ORIGINAL CEC FORM 55.

Lastly, Griffith argues that Sully-Miller failed to submit an original CEC Form 55 with its post-bid documents in accordance with Section 00030, Subsection 07(C). However, the bid documents do not require that the prime bidder submit an original CEC Form 55. Section 00030, Subsection 07(C), states, “The original signature copy shall be submitted with the 4-day documents **in conformance with NOTICE INVITING BIDS Section, Subsection 09.**” Pursuant to Section 00012, Notice of Inviting Bids, Subsection 09(g) is the only reference made to CEC Form 55:

The first 3 apparent low Bidders shall submit the following documents with **original signatures within 4 Business Days after bids are closed.** Information from other Bidders shall be requested only if they are being considered for an Award of Contract. Other Bidders shall submit this information within 4 Business Days of receiving a written request from Engineer.

(g) **CEC Form 55 with subcontractor’s and principals of subcontractor’s information** (if subcontractor and principal of subcontractor information were **not submitted at time of bid**). Failure to submit the information within 4 business days after bids are closed or within 4 business days after receiving written request from Engineer shall be cause to deem bid nonresponsive. Refer to BIDDING DOCUMENTS Section, Subsection 00030.07, Contract Solicitations Charter Section 470 (c) (12) Subsection, Paragraph C. (Emphasis added.)

Subsection (g) specifically provides that only the original CEC Form 55 with subcontractor’s and principals of subcontractor’s information must be provided to the Port, if it was not submitted at time of bid. It does not provide that the original CEC Form 55 with the prime contractor’s information must be provided to the Port. It also states the CEC Form 55 is only required if not already submitted at time of bid, which Sully-Miller did. Conversely, Griffith failed to submit SDI’s CEC Form 55 at the time of the bid or within 4 days of bid closing. Therefore, there is no validity to this argument. Regardless, Sully-Miller can submit the original of CEC Form 55 within 4 business days, if the Port requests.

VI. GRIFFITH’S ERRORS ARE MATERIAL THAT CANNOT BE WAIVED.

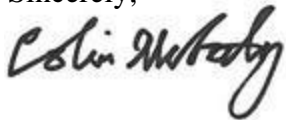
The errors in Sully-Miller’s bid are clerical errors that can be waived. In comparison, the errors that Griffith made in its bid are material and cannot be waived. As previously discussed, Griffith’s bid is nonresponsive because it failed to list SDI’s scope of work price correctly. Griffith’s failure to list

SDI's price amounts to a violation of the listing laws. A violation of the listing laws is a material error that cannot be waived. Additionally, Griffith split SDI's bid after bid opening. Again, a violation of the listing laws is not waivable. Furthermore, even if Griffith's failure to list a price for SDI was found to be a clerical error, the Port cannot waive the clerical error because it is material. Specifically, if the Port chose to waive the errors in Griffith bid, it would be providing Griffith with an unfair advantage because Griffith could have withdrawn its bid under Public Contract Code section 5103. Griffith's error in filling out the bid cannot be waived as it would provide a material advantage not afforded to any other bidders on the Project. For these reasons, Griffith's errors on its bid are material and cannot be waived.

VII. CONCLUSION

Based on the foregoing, Sully-Miller respectfully requests the Port reject Griffith's bid as non-responsive and award the Project to Sully-Miller. Sully-Miller's bid does contain a few clerical errors, but they are not material and therefore can be waived by the Port. Sully-Miller appreciates the Port's time in reviewing this matter.

Sincerely,



COLIN K. MCCARTHY
Attorney at Law for the Firm

Cc:

Via email only
Helen Sok
City Attorney
Office of Los Angeles City Attorney, Harbor Dept
425 S Palos Verdes St Fl 5
San Pedro, CA 90731-3309
hsok@portla.org