

**NOTICE INVITING SEALED BIDS  
FOR  
CONCRETE REPAIR PROGRAM  
CIP 2202  
IN THE CITY OF WEST HOLLYWOOD**

PUBLIC NOTICE IS HEREBY GIVEN that the City of West Hollywood as AGENCY, invites sealed bids to be received only by submitting electronically at <http://www.weho.org/city-hall/city-departments/public-works/public-works-bids> or <http://www.planetbids.com/portal/portal.cfm?CompanyID=22761> for the above stated project and will only receive such bids no later than the hour of **10:30 AM (Pacific) on Thursday, May 19, 2022** at which time or thereafter said bids will be electronically opened and available online. Bids received after this time will be considered non-responsive. No Pre-Bid Meeting is scheduled.

The work to be done consists of furnishing all materials, equipment, tools, labor, and incidentals as required by the Plans, Specifications, and Contract Documents for the above stated project. The general items of work include removal and replacement of broken and damaged P.C.C. sidewalks, rolled curbs, curbs, gutters, residential and commercial driveways, intersection crossgutter, curb ramps on street corners to meet requirements of the ADA with truncated domes, removal and replacement of damaged Tree Well Adaptive Paving System into the tree wells on Santa Monica Blvd, removal and construction of 8" thick P.C.C. pavement over 6" compacted subgrade, install curb drain outlets, curb marking, and other items not mentioned that are required by the plans and specifications.

Bids must be submitted electronically for the exact item(s) requested in the bid specifications. Copies of the plans, specifications, and contract documents are available for free from the City of West Hollywood website <http://www.weho.org/city-hall/city-departments/public-works/public-works-bids> or <http://www.planetbids.com/portal/portal.cfm?CompanyID=22761>.

Each bid submitted electronically is required to be accompanied by the Proposal Documents; Proposal, Bidder's Information, Proposal Bid Schedule (enter online), List of Subcontractors (enter online), Registration with the Calif. Dept. of Industrial Relations Form, References, Designator of Sureties, Bid Bond, Bidder's Violation of Law/Safety Questionnaire, Non-Collusion Declaration, Certificate of Non-Discrimination by Contractors, Statement Acknowledging Penal & Civil Penalties Concerning Contractors' Licensing Laws, Addendum Acknowledgement, and all additional documentation required by the Instructions to Bidders. Bids must be submitted on the Agency's bid forms.

The bid must be accompanied by certified or cashier's check, or bidder's bond, made payable to the AGENCY for an amount no less than ten percent (10%) of the total bid price. Any proposal not accompanied by such a guarantee will not be considered.

Any contract entered into pursuant to this notice will incorporate the provisions of the State Labor Code. Pursuant to the provisions of Section 1773.2 of the Labor Code of the State of California, the minimum prevailing rate of per diem wages for each craft, classification, or type of workman needed to execute the contract shall be those determined by the Director of Industrial Relations of the State of California, which are on file at the City Hall, City of West Hollywood, 8300 Santa

Monica Boulevard, West Hollywood, California 90069, and are available to any interested party on request.

Attention is directed to the provisions of Section 1777.5 (Chapter 1411, Statutes of 1968) and 1777.5 of the Labor Code concerning the employment of apprentices by the Contractor or any such subcontractor under him. Affirmative action to ensure against discrimination in employment practices on the basis of race, color, national origin, ancestry, sex, religion, sexual orientation, or handicap will also be required.

The AGENCY will deduct a 5-percent retention from all progress payments as specified in Section 9-3.2 of these specifications. The Contractor may substitute an escrow holder surety of equal value to the retention. The Contractor shall be beneficial owner of the surety and shall receive any interest thereon.

The AGENCY hereby affirmatively ensures that minority business enterprises will be afforded full opportunity to submit bids in response to this notice and will not be discriminated against on the basis of race, color, national origin, ancestry, sex, or religion in any consideration leading to the award of contract.

In entering into a public works contract, or a subcontract, to supply goods, services, or materials pursuant to a public works contract, the Contractor, or subcontractor, offers and agrees to assign to the awarding body all rights, title, and interest in, and to, all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (Chapter 2 [commencing with Section 16700] of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time the awarding body tenders final payment to the Contractor, without further acknowledgement by the parties.

The successful bidder shall be licensed in accordance with provisions of the Business and Professions Code and shall possess a **State Contractor's License Class A** at the time this contract is awarded.

The City of West Hollywood reserves the right to reject any and all proposals or bids or to waive any irregularities or informalities in any bids or in the bidding should it deem this necessary for the public good, and also the bid of any Bidder who has been delinquent or unfaithful in any former contract with the City of West Hollywood and to take all bids under advisement for a period of ninety (90) days. No bidder may withdraw its bid for a period of ninety (90) days after the date from the opening thereof. The award of contract, if made, will be to the lowest responsible Bidder as determined solely by the City of West Hollywood.

**BY ORDER OF the City of West Hollywood**  
**Melissa Crowder, City Clerk**

**AFFIDAVIT OF POSTING**

State of California )  
County of Los Angeles )  
City of West Hollywood )

I declare under penalty of perjury that I am employed by the City of West Hollywood in the Office of the City Clerk, and that this document was posted on April 28, 2022.

Signature: \\Kimberle English\  
Office of the City Clerk

**INSTRUCTIONS TO BIDDERS  
FOR  
CONCRETE REPAIR PROGRAM  
CIP 2202  
IN THE CITY OF WEST HOLLYWOOD**

AVAILABILITY OF CONTRACT DOCUMENTS

Bids shall only be submitted electronically to the AGENCY on the Bid Forms which are part of the Bid Package for the Project. Copies of the plans, specifications, and contract documents are available for free from the City of West Hollywood website <http://www.weho.org/city-hall/city-departments/public-works/public-works-bids> or <http://www.planetbids.com/portal/portal.cfm?CompanyID=22761> as indicated in the Notice Inviting Bids. Bids shall be executed by an authorized signatory as described in the Instructions to Bidders.

INSPECTION OF SITE

Each prospective Bidder is responsible for fully acquainting himself/herself with the conditions of the Project Site (which may include more than one site), as well as those relating to the construction and labor of the Project, to fully understand the facilities, difficulties, and restrictions which may impact the cost or effort required to complete the Project.

PROPOSAL GUARANTEE

Proposals must be accompanied by a proposal guarantee consisting of a certified or cashier's check or bid bond payable to the AGENCY in the amount not less than ten percent (10%) of the total amount bid. Any proposal not accompanied by such a guarantee will not be considered. If a bidder to whom a contract is awarded fails or refuses to execute the contract documents or furnish the required insurance policies and bonds as set forth in those documents, the proposal guarantee shall be forfeited to the AGENCY. The proposal guarantees of all bidders will be held until the successful bidder has properly executed all contract documents.

DELIVERY OF PROPOSAL

Bid Documents are to be submitted electronically. Electronic Bid System will close exactly at the time set forth in the Notice Inviting Bids. All applicable forms required to be completed per the Bid Documents shall be submitted electronically prior to the Bid date and time. Hard copies will not be accepted as a viable bid. It is the Bidder's sole responsibility to ensure that its bid is received as specified. Bids may be submitted earlier than the date(s) and time(s) indicated.

Bids will be available at the date and time stated in the Notice Inviting Bids and the amount of each Bid will be available online and recorded. The Agency may in its sole discretion, elect to postpone the opening of the submitted Bids. Agency reserves the right to reject any or all Bids and to waive any informality or irregularity in any Bid.

## WITHDRAWAL OF PROPOSALS

Prior to the Bid submittal deadline, a Bid may be withdrawn by the Bidder only by using the Agency's electronic bidding system. No proposal may be withdrawn during the period of ninety (90) days after opening of proposal.

## IRREGULAR PROPOSALS

Unauthorized conditions, limitations, or provisions attached to a proposal will render it irregular and may cause its rejection. The completed proposal forms shall be without interlineations, alterations, or erasures. Alternative proposals will not be considered unless specifically requested. No oral, telegraphic, or telephonic proposal, modification, or withdrawal will be considered.

## TAXES

No mention shall be made in the proposal of Sales Tax, Use Tax, or any other tax, as all amounts bid will be deemed and held to include any such taxes which may be applicable.

## DISQUALIFICATION OF BIDDERS

More than one proposal from an individual, firm, partnership, corporation, or association under the same or different names will not be considered. Reasonable grounds for believing that any Bidder is interested in more than one proposal for the work contemplated will cause the rejection of all proposals in which such Bidder is interested. If there is reason for believing that collusion exists among the Bidders, all bids will be rejected and none of the participants in such collusion will be considered in future proposals. No proposal will be accepted from a bidder who has not been licensed in accordance with the provisions of the State Business and Professions Code and who do not possess a State Contractor's license, Class A, at the time of bid submittal.

## DISCREPANCIES AND MISUNDERSTANDINGS

Bidders must satisfy themselves by personal examination of the work site, Plans, Specifications, and other contract documents and by any other means as they may believe necessary, as to the actual physical conditions, requirements, and difficulties under which the work must be performed. No bidder shall at any time, after submission of a proposal, make any claim or assertion that there was any misunderstanding or lack of information regarding the nature or amount of work necessary for the satisfactory completion of the job. Any errors, omissions, or discrepancies found in the Plans, Specifications, or other contract documents shall be called to the attention of the AGENCY by submission of a written request for an interpretation or correction. Such submission, if any, must be sent using the "Q & A" tab of the electronic bid system at <http://www.weho.org/city-hall/city-departments/public-works/public-works-bids> or <http://www.planetbids.com/portal/portal.cfm?CompanyID=22761>

**Questions must be posted to the Planet Bids website by 5:00 p.m. May 5, 2022**

**Questions will be answered on the Planet Bids website by 5:00 p.m. May 12, 2022.**

Any interpretation of the Contract Documents will be made only by addendum duly issued electronically to each person registered on the prospective bidder's list. The Agency will not be responsible for any explanations or interpretations provided in any other manner. No person is authorized to make any oral interpretation of any provision in the Contract Documents to any Bidder, and no Bidder should rely on any such oral interpretation.

Bids shall include complete compensation for all items that are noted in the Contract Documents and are the responsibility of the Contractor.

### ADDENDA

The Agency reserves the right to revise the Contract Drawings prior to Bid opening date. Revisions, if any, shall be made by written Addenda. All Addenda issued by the Agency shall be included in the Bid and made part of the Contract Documents. Pursuant to the Public Contract Code, Section 4104.5, if the Agency issues an Addendum which includes material changes to the Project less than 72 hours prior to the deadline for submission of Bids, the City will extend the deadline for submission of Bids. The Agency may determine, in its sole discretion, whether an Addendum warrants postponement of the Bid submission date. Each prospective Bidder shall provide Agency a name, address, email, and facsimile number to which Addenda may be sent, as well as a telephone number by which the Agency can contact the Bidder. Copies of Addenda will be made available on the City of West Hollywood website <http://www.weho.org/city-hall/city-departments/public-works/public-works-bids> or <http://www.planetbids.com/portal/portal.cfm?CompanyID=22761>. Please Note: Bidders are responsible for ensuring that they have received any and all Addenda. To this end, each Bidder should contact the City of West Hollywood website <http://www.weho.org/city-hall/city-departments/public-works/public-works-bids> or <http://www.planetbids.com/portal/portal.cfm?CompanyID=22761> to verify that he/she has received all Addenda issued, if any, prior to the Bid submittal deadline. Failure to cover in his/her bid any such addenda issued may render his/her bid irregular and may result in its rejection by the City.

### EQUIVALENT MATERIALS

Approval of equipment and materials offered as equivalents to those specified must be obtained in writing from the AGENCY prior to the opening of bids. Requests for consideration of equivalents must be submitted in writing allowing sufficient time for complete consideration of all specifications, samples, references, tests, and other details to the full satisfaction of the AGENCY.

### DESIGNATION OF SUBCONTRACTORS

Pursuant to State law, the Bidders must designate the name and location of each subcontractor who will perform work or render services for the Bidder in an amount that exceeds one-half-of-one percent (1/2%) of the Bidder's Total Bid Amount, as well as the portion of the work each subcontractor will perform by entering in the information online. No additional time will be provided to Bidders to submit any of the requested information in the Designation of Subcontractor Form.

## LEGAL RESPONSIBILITIES

All proposals must be submitted, filed, made, and executed in accordance with State and Federal laws relating to bids for contracts of this nature whether the same or expressly referred to herein or not. Any bidder submitting a proposal shall by such action thereby agree to each and all of the terms, conditions, provisions, and requirements set forth, contemplated, and referred to in the Plans, Specifications, and other contract documents, and to full compliance therewith.

Additionally, any bidder submitting a proposal shall, by such action thereby, agree to pay at least the minimum prevailing per diem wages as provided in Section 1773, et. seq., of the Labor Code for each craft, classification, or type of worker required as set forth by the Director of Industrial Relations of the State of California.

In entering into a public works contract or a subcontract to supply goods, services, or materials pursuant to a public works contract, the Contractor or Subcontractor offers and agrees to assign to the awarding body all rights, title, and interest in and to all cases of action it may have under Section 4 of the Clayton Act (15 USC Section 15) or under the Cartwright Act (Chapter 2 [commencing with Section 16700] or Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time the awarding body tenders final payment to the Contractor without further acknowledgment by the parties.

## AWARD OF CONTRACT

The City of West Hollywood reserves the right to reject any and all proposals or bids or to waive any irregularities or informalities in any bids or in the bidding, should it deem this necessary for the public good, and also the bid of any bidder who has been delinquent or unfaithful in any former contract with the City of West Hollywood.

The award of contract, if made, will be to the lowest responsible Bidder as determined solely by the City of West Hollywood. The award, if made, will be made within ninety (90) days after the opening of the proposals, provided that the award may be made after said period if the successful Bidder shall not have given the City of West Hollywood written notice of the withdrawal of his bid.

All proposal guarantees will be returned within ten (10) days after execution of the contract to the lowest responsible Bidder.

## BID PROTEST PROCEDURE

A bidder on a City public works project or any other interested person may object to the award of the contract for the project to the person or entity that submitted the low bid based on grounds that the low bidder is not responsible or that the bid is not responsive. Bid protest shall be filed in writing with the City Clerk no later than seventy-two (72) hours after the bid submittal deadline. Protest shall set forth the reasons for the objection and any documents must be filed together with the protest.

The apparent low bidder on a City public works project may object to the City staff's determination that its bid is not responsive or that it is not a responsible bidder. A protest shall be filed in writing with the City Clerk no later than seventy-two (72) hours after City staff informs the apparent low bidder by email or facsimile that it intends to recommend that its bid be rejected, and the contract awarded to another bidder. Protest shall set forth the reasons for the objection and any documents must be filed together with the protest.

Written protests can be submitted to the City Clerk's office at 8300 Santa Monica Blvd, West Hollywood, CA 90069, or faxed to 323-848-6563. Should the end of the seventy-two (72) hour period fall on a weekend, holiday, or other day that City Hall is closed, the bid protest period shall end at the hour of advertised bid submittal deadline, on the next business day of the City of West Hollywood.

The bid protest procedure shall follow chapter 3.08.036 of the West Hollywood Municipal Code.

#### EXECUTION OF CONTRACT

The Bidder to whom award is made shall execute a written contract with the City of West Hollywood on the form agreement provided and shall secure all insurance and bonds as herein provided within ten (10) days from the date of written notice of the award. Failure or refusal to enter into a contract as herein provided, or to conform to any of the stipulated requirements in connection therewith, shall be just cause for the annulment of the award and the forfeiture of the proposal guarantee. If the successful Bidder refuses or fails to execute the contract, the City of West Hollywood may award the contract to the second lowest responsible Bidder. If the second lowest responsible bidder refuses or fails to execute the contract, the City of West Hollywood may award the contract to the third lowest responsible Bidder. On the failure or refusal of such second or third lowest bidder to execute the contract, such Bidder's guarantee shall be likewise forfeited to the City of West Hollywood. The work may then be re-advertised.