



CITY OF MONROVIA
OFFICE OF THE CITY CLERK
M E M O R A N D U M

TO: MAYOR AND CITY COUNCIL
FROM: ALICE D. ATKINS, MMC, CITY CLERK
DATE: APRIL 19, 2022
SUBJECT: APRIL 19, 2022 – REGULAR MEETING

Below are changes and updates related to tonight's meeting agenda.

ORDER OF BUSINESS

Staff requests the following item, which was inadvertently left off the agenda, be heard at this time (prior to CONSENT CALENDAR).

RCC-5 Councilmember Larry J. Spicer

(a) Monrovia Area Partnership Neighborhood Conference on April 30, 2022

Staff Reference: Aleks Menasakanian, Neighborhood Preservation Program Coordinator

ADMINISTRATIVE REPORTS

AR-3 Award of Contract to KASA Construction, Inc., for the Lucinda Garcia Park Renovation Project, Project #G-935, in an Amount not to Exceed \$1,188,803.70, with a Contingency in an Amount Not to Exceed \$118,880.00

Staff Reference: Tina Cherry, Community Services Director

Attached is a protest letter received from Klassic Engineering and Construction. Community Services Director Tina Cherry will provide additional information during the presentation of this item. Please see the revised recommended action below:

ACTION REQUIRED: If the City Council concurs, the appropriate action would be a motion go ***deny the bid protest by Klassic Engineering and Construction, waive any irregularities in the awarded bid***, award a Contract to KASA Construction, Inc. for the Lucinda Garcia Park Renovation Project, Project #G-935, in an amount not to exceed \$1,188,803.70, approve a contingency in an amount not to exceed \$118,880.00, reject all other bids, and authorize the City Manager to execute the necessary documents in a form approved by the City Attorney.

IN MEMORIAM

Yong Pak, Father of Human Resources Manager Su Tan

Bettye Estella McGowan-Carter, Longtime Resident and Mother of Former Planning Commissioner Keshia Carter-Bowen

Klassik Engineering and Construction Inc.
CSLB #759241 A/B/C-36
DIR # 1000014420

Friday, April 15th, 2022

RE: City of Monrovia-Lucinda Garcia Park Improvement Project No. G-935 Bid Protest of "Kasa Construction Inc." (Hereafter referred to as "Kasa Bid") and "Horizons Construction Company International Inc." (Hereafter referred to as "Horizons Bid")

City of Monrovia-City Clerk/Public Works,

Klassik Engineering and Construction Inc. (Hereafter referred to as K.E.C.) is hereby protesting the Bid Proposals formally presented by Kasa Construction Inc. whom at the time of Bid Proposal opening seemingly had the lowest bid price, as well as Horizons Construction Company International Inc. who had the second lowest bid price at the time of bid opening that occurred subsequently to the deadline of bid proposals. The Bid Proposal deadline was Wednesday, April 13th, 2022 at 2 p.m. after receiving Addendum No.1 on Friday, April 8th, 2022.

K.E.C.'s statement of facts below contains our complete basis of protest to the 2 lowest bidders for the forementioned project bid proposals. The 2 points below are levelled at both bid proposals. Please note that the Kasa Bid as well as the Horizons Bid were provided to K.E.C. after requesting them of the City of Monrovia and were provided electronically thru email on Thursday, April 14th, 2022 at 5:11 p.m. from the Assistant to the City Clerk. After reviewing the bid packages from the Horizons Bid & Kasa Bid, K.E.C. is levelling the following two complaints.

Protest Complaint #1- Per Sheet "B-9" of the Bid Proposal Documents provided by the City of Monrovia for the Lucinda Garcia Park Improvement Project, there is a requirement towards the bottom of the page for the "(SEAL)Company" to be placed by the respective bidder on said sheet. Per Sheet B-9 of both the Kasa Bid and Horizons Bid it is unclear/unintelligible to surmise if this required seal was placed by both respective bidders or not. As K.E.C. is unable to clearly ascertain if the Company Seal is present on both Bidder's respective sheet B-9 then K.E.C. must inquire to the presence of the Company Seal on both bids.

Protest Complaint #2-Per the Original Bid Line Items contained on Bid Sheets B-2, B-3, B-4, B-5 as well as the Bid Line Items contained on Bid Sheets B-2, B-3, B-4, B-5 per Addendum No.1 therein contains Bid Item #58 with a name of "General Conditions". After K.E.C.'s review of the Kasa Bid as well as the Horizons Bid it seems that both bidders failed to provide a Unit Price or Extended Amount Price for this line item. Per Sheet I-1 (attached for your reference with referred section highlighted-Page 3 of 4) of "Instructions to Bidders-Form of Bid" it is clearly stated that "Bids shall be made on the Bid forms found herein. Bidders shall include all forms

and fill in all blank spaces, including inserting 'N/A' (for not applicable) where necessary...". Both the Kasa Bid as well as the Horizons Bid failed to either fill in Bid Line Item #58 for "General Conditions" or to insert N/A in this required field. Furthermore, Sheet I-2 (attached for your reference with referred section highlighted-Page 4 of 4) of "Instructions to Bidders-Discrepancies in Bids" states that "Each bidder shall set forth as to each item of Work (SIC), in clearly legible words and figures, a unit or line-item Bid amount for the item in the respective spaces provided for this purpose". Again, both the Kasa Bid and the Horizons Bid failed to provide a unit or line item amount respectively for Bid Line Item #58-"General Conditions"

As a result of the Kasa Bid and the Horizons Bid failing to meet the requirements of the "Instructions to Bidders" by not acknowledging Bid Line Item #58 it makes both of their bid packages incomplete and therefore non-responsive respectively. K.E.C. believes these facts to be self-evident and absolute but would be happy to discuss our Protest Complaints further with the City of Monrovia if necessary. K.E.C. looks forward to the City of Monrovia's response to this matter and commitment to fair and equal bidding practices.

Sincerely,



Keivan Shirali

C.E.O. of Klassik Engineering and Construction Inc.

Apr-15-2022

INSTRUCTIONS TO BIDDERS

FORM OF BID. Bids shall be made on the Bid forms found herein. Bidders shall include all forms and fill in all blank spaces, including inserting "N/A" (for not applicable) where necessary. The Bid shall be enclosed in a sealed envelope bearing the Bidder's name and the Project name and identification number as described in the Notice Inviting Bids.

DELIVERY OF BIDS. The Bid shall be delivered by the time and date, and to the place specified in the Notice Inviting Bids. No oral, faxed, emailed, or telephonic Bids or alternatives will be considered. The time of delivery shall be conclusively determined by the time-stamping clock located at the City Clerk's office. Bidders are solely responsible for ensuring that their Bids are received in proper time, and Bidders assume all risks arising out of their chosen means of delivery. Any Bid received after the Bid submission deadline shall be returned unopened. Bidders are invited to be present for Bid opening. Accepted Bids shall become the property of the City.

AMENDED BIDS. Unauthorized conditions, limitations, or provisos attached to a Bid may cause the Bid to be deemed incomplete and non-responsive.

WITHDRAWAL OF BID. A Bid may be withdrawn without prejudice upon written request by the Bidder filed with the City Clerk before the Bid submission deadline. Bids must remain valid and shall not be subject to withdrawal for sixty (60) Days after the Bid opening date.

BIDDER'S SECURITY. Each Bid shall be accompanied by cash, a certified or cashier's check payable to the City, or a satisfactory Bid Bond in favor of the City executed by the Bidder as principal and an admitted surety insurer as Surety, in an amount not less than ten percent (10%) of the amount set forth in the Bid. Cash, check, or Bid Bond shall be given as a guarantee that, if selected, the Bidder will execute the Contract in conformity with the Contract Documents and will provide the evidence of insurance and furnish the specified Bonds, within fifteen (15) Days after the date of delivery of the Contract Documents to the Bidder. In case of the Bidder's refusal or failure to do so, the City may award the Contract to the next lowest responsible bidder, and the cash, check, or Bond (as applicable) of the lowest Bidder shall be forfeited to the City to the extent permitted by law. No Bid Bond will be accepted unless it conforms substantially to the form provided in these Contract Documents.

QUANTITIES APPROXIMATE. Any quantities shown in the Bid form or elsewhere herein shall be considered as approximations listed to serve as a general indication of the amount of Work or materials to be performed or furnished, and as basis for the Bid comparison. The City does not guarantee that the actual amounts required will correspond with those shown. As deemed necessary or convenient, the City may increase or decrease the amount of any item or portion of Work or material to be performed or furnished or omit any such item or portion, in accordance with the Contract Documents.

ADDENDA. The City Engineer may, from time to time, issue Addenda to the Contract Documents. Bidders are responsible for ensuring that they have received any and all Addenda. Each Bidder is responsible for verifying that it has received all Addenda issued, if any. Bidders must acknowledge receipt of all Addenda, if any, in their bids. Failure to acknowledge receipt of all Addenda may cause a Bid to be deemed incomplete and non-responsive.

City of Monrovia
Lucinda Garcia Park Improvement Project
Project No. G-935

DISCREPANCIES IN BIDS. Each bidder shall set forth as to each item of Work, in clearly legible words and figures, a unit or line-item Bid amount for the item in the respective spaces provided for this purpose.

In case of discrepancy between the unit price and the extended amount set forth for the item, the unit price shall prevail. However, if the amount set forth as a unit price is ambiguous, unintelligible, or uncertain for any cause, or is omitted, or if the unit price is the same amount as the entry in the "extended amount" column, then the amount set forth in the "extended amount" column for the item shall prevail in accordance with the following:

- (1) As to lump sum items, the amount set forth in the "extended amount" column shall be the unit price.
- (2) As to unit price items, the amount set forth in the "extended amount" column shall be divided by the estimated quantity for the item set forth in the Bid documents, and the price thus obtained shall be the unit price.

In case of discrepancy between words and figures, the words shall prevail.

COMPETENCY OF BIDDERS. In evaluating Bidder responsibility, consideration will be given not only to the financial standing, but also to the general competency of the Bidder for the performance of the Project. Each Bidder shall set forth in the designated area of the Bid form a statement of its experience. No Contract will be executed with a Bidder that is not licensed and registered with the DIR in accordance with State law, and with any applicable specific licensing requirements specified in these Contract Documents. These licensing and registration requirements for Contractors shall also apply to all Subcontractors.

BIDDER'S EXAMINATION OF SITE AND CONTRACT DOCUMENTS. Each Bidder must carefully examine the Project site and the entirety of the Contract Documents. Upon submission of a Bid, it will be conclusively presumed that the Bidder has thoroughly investigated the Work and is satisfied as to the conditions to be encountered and the character, quality, and quantities of Work to be performed and materials to be furnished. Upon Bid submission, it also shall be conclusively presumed that the Bidder is familiar with and agrees to the requirements of the Contract Documents, including all Addenda. No information derived from an inspection of records or investigation will in any way relieve the Contractor from its obligations under the Contract Documents nor entitle the Contractor to any additional compensation. The Contractor shall not make any claim against the City based upon ignorance or misunderstanding of any condition of the Project site or of the requirements set forth in the Contract Documents. No claim for additional compensation will be allowed which is based on a lack of knowledge of the above items. Bidders assume all risks in connection with performance of the Work in accordance with the Contract Documents, regardless of actual conditions encountered, and waive and release the City with respect to any, and all claims and liabilities in connection therewith, to the extent permitted by law.

DISQUALIFICATION OF BIDDERS. No Person shall be allowed to make, file or be interested in more than one Bid for the Project, unless alternate Bids are specifically called for. A Person that has submitted a sub-bid to a Bidder, or that has quoted prices of materials to a Bidder, is not thereby disqualified from submitting a sub-proposal or quoting prices to other Bidders or from making a prime Bid. If there is a reason to believe that collusion exists among the Bidders, all affected Bids will be rejected.