



AGENDA REPORT

CITY OF SAN CLEMENTE

CITY COUNCIL MEETING

910 Calle Negocio
2nd Floor
San Clemente, California
www.san-clemente.org

Meeting Date: May 21, 2024

Agenda Item: 8C

Department: Public Works

Prepared By Belgin Cuhadaroglu, Associate Civil Engineer

Subject:

BID PROTEST HEARING FOR THE CYPRUS SHORE GRADING, STORM DRAIN, AND SEWER LIFT STATION AND FORCE MAIN IMPROVEMENTS, CIP PROJECT NOS. 12004 & 12210, AND CONSIDERATION OF A RESOLUTION AWARDDING A CONSTRUCTION CONTRACT FOR THE PROJECT TO THE LOWEST RESPONSIVE AND RESPONSIBLE BIDDER, APPROVING SUPPLEMENTAL APPROPRIATIONS FROM THE STORM DRAIN FUND DEPRECIATION RESERVE, THE SEWER FUND CONNECTION FEE RESERVE AND THE SEWER FUND DEPRECIATION RESERVE, AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE CONSTRUCTION CONTRACT

Fiscal Impact:

The consideration of the bid protest will affect the fiscal impact on the project. The current low bidder is not the protestor and if the protest is ratified by the City Council, the next lowest qualified bidder, who is also the protestor, would be awarded the contract at a higher estimated cost.

If the bid protest is **granted**, the total estimated construction cost for the Cyprus Shore Grading, Storm Drain and Sewer Improvements project would be \$6,512,472, funded from the Storm Drain (\$1,873,399) and Sewer (\$4,639,073) Funds. If the bid protest is **denied**, the lower bid estimate of \$5,428,125, would be funded from the Storm Drain (\$1,513,679) and Sewer (\$3,914,446) Funds.

Regardless of the outcome of the bid protest hearing, supplemental appropriations will be needed. If the bid protest is **granted**, the following supplemental appropriations would be needed:

1. \$1,095,199 from the Storm Drain Fund Depreciation Reserve into Account No. 059-553-45300-000-12004;
2. \$300,000 from the Sewer Fund Connection Fee Reserve;
3. \$3,044,284 from the Sewer Fund Depreciation Reserve into Account No. 054-477-45300-000-12210.

If the bid protest is **denied**, the following supplemental appropriations would be needed:

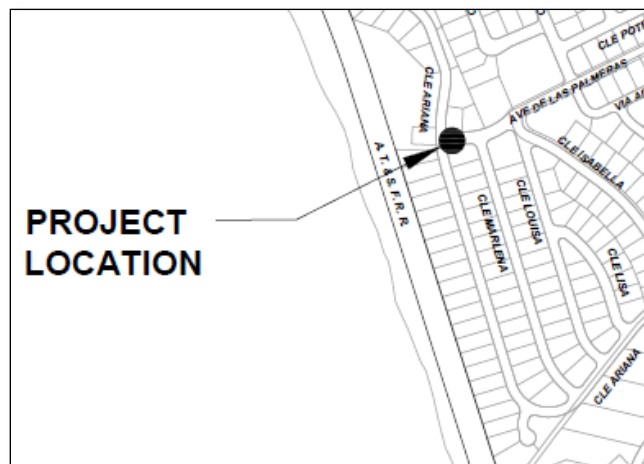
1. \$735,479 from the Storm Drain Fund Depreciation Reserve into Account No. 059-553-45300-000-12004;
2. \$300,000 from the Sewer Fund Connection Fee Reserve; and
3. \$2,319,657 from the Sewer Fund Depreciation Reserve into Account No. 054-477-45300-000-12210.

Summary:

The existing Cyprus Shore sewer lift station and storm drain system were compromised due to coastal bluff movement at Cyprus Shore development beginning in fall 2021. Both systems are currently operating on a temporary basis with an above ground structure and utilizing surface water flow through the park for the storm drain system. Rehabilitation and replacements are needed to continue service to the area and minimize disruption to the community.

The landslide area impacting City facilities was stabilized by the Orange County Transportation Authority (OCTA) and the City received a Coastal Development Permit to construct the following: replacement of a portion of the storm drain system, replacement of the sewer force main, modifications to the gravity sewer pipeline, construction of a new submersible sewer lift station, removal and replacement of existing asphalt pavement (A.C.), curb and gutters, sidewalks, and construction of new concrete junction structures and six catch basins. The City formally bid the project to obtain the lowest competitive price.

The City has received a protest in relation to the project bids. The protest is presented to the City Council who will determine whether to grant or deny the protest. If the protest is granted, the protestor will become the lowest responsive bidder, but if the protest is denied, the lowest responsive bidder is the bid under protest. The project is located within the Cyprus Shore HOA, as shown below:



Background:

The Project:

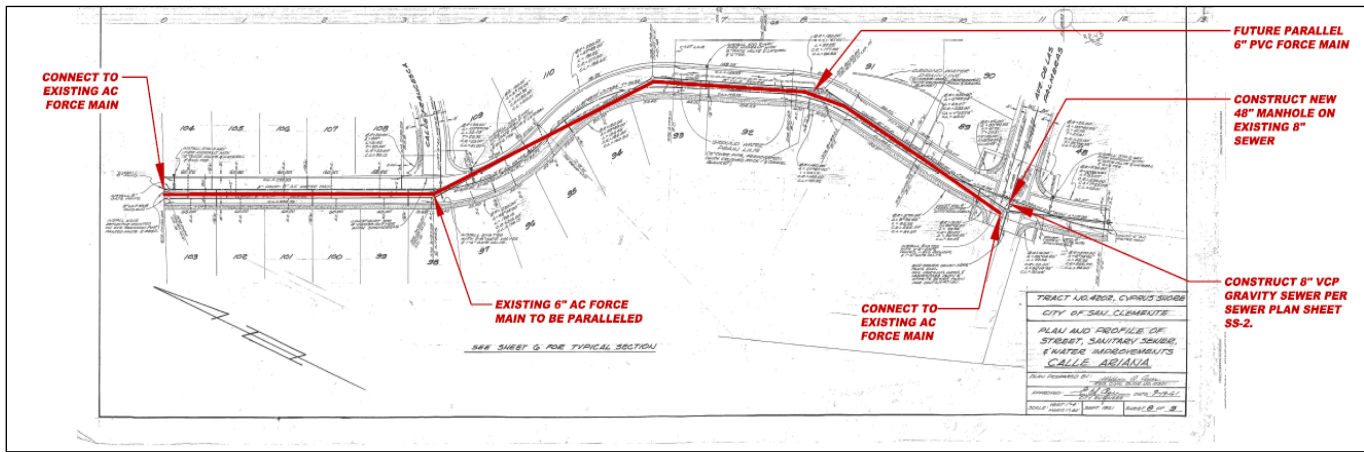
In the fall of 2021, coastal bluff movement compromised the existing sewer lift station and storm drain system. On September 20, 2021, City staff installed a temporary emergency sewer bypass pump system adjacent to the Cyprus Shore Clubhouse near the intersection of Calle Ariana and Avenue de las Palmeras to prevent and mitigate impairment to property and public services.

In the fall of 2023, City staff connected a temporary motor control center to operate the pump station in its existing location and eliminate the need for expensive pump watch. Additionally, a temporary above ground storm drain system was installed to direct storm flows through the homeowner association park. Both systems have functioned for the past few years, but are temporary and in need of replacement to minimize disruption to the community.

The City considered several design alternatives, but decided to replace facilities relatively close to the existing infrastructure due to a slope stabilization project by the Orange County Transportation Authority (OCTA), which consisted of a series of tiebacks and grade beams. With the stabilization of the area, the City was able to change the project to be more comprehensive and the California Coastal Commission approved a Coastal Development Permit on February 9, 2024 to relocate the wet well away from the original landslide, grading for access to the existing electrical equipment building, and replacement of the storm drain and sewer forcemain.



AKM Consulting Engineers and Kreuzer Consulting Group designed and prepared a bid package to replace the sewer lift station and restore the storm drainage while enhancing the drainage system by installing new catch basins. The work to be performed includes constructing a new submersible sewer lift station in a 7-foot diameter, 28-foot deep circular wet well on Avenida de Las Palmera, just west of Calle Ariana, replacement of approximately 217 linear feet of storm drain pipeline within the existing alignment and easement, construction of approximately 168 feet of lateral storm drain pipelines with 6 catch basins, repair of the motor control center and access to the existing sewer lift station electrical room, replacement of approximately 1,100 feet of the existing 6-inch sewer force main pipe with a new 6-inch PVC pipe, minor surfacing and repairs to the vehicular access road, as well as removal of asphalt from the portions of the road that have dropped below grade and the planting of 2,071 square feet of native vegetation in its place.



The Bids:

Staff notified local contractors and advertised the project for competitive bidding on PlanetBids website and in the San Clemente Times. Three bids were received on April 23, 2024, ranging from \$4,145,075 to \$5,227,738. The results are presented below.

Vendor Name	City	Base Bid Amount	Total Base Bid & Alternate Amount
GMZ Engineering Inc.	Westlake Village, CA	\$4,095,075.00	\$4,145,075.00
Kay Construction Company, Inc.	Santee, CA	\$4,899,837.00	\$5,056,237.00
GCI Construction, Inc.	San Clemente, CA	\$5,080,738.00	\$5,227,738.00

The apparent lowest bid for the base bid amount is GMZ Engineering, Inc. of Westlake Village, California at \$4,095,075. The City received one bid from a local contractor, GCI Construction, Inc., with a base bid in the amount of \$5,080,738. According to the San Clemente Municipal Code section 3.40.030 (E) regarding the Local Vendor Preference for a sealed bid, the maximum preference amount is \$150,000. Applying the maximum preference amount, GCI’s base bid is reduced by \$150,000 to \$4,930,738. Even with the local preference applied, the bidding position would not change.

The Bid Protest:

Following the bid opening, the second lowest bidder, Kay Construction Company, Inc. submitted a bid protest letter (Attachment 3) regarding what staff would recommend is a minor irregularity in GMZ Engineering's bid documents. Specifically, in the subcontractor listing submitted by GMZ Engineering, it identified that the following subcontractors would be doing the following percentages of the work:

Work to be done by Subcontractor	Subcontractor	Location of Business	CSLB Contractor License No.	DIR Registration Number	% of the Work
A/C Paving	Hardy & Harper, Inc.	32 Rancho Circle Lake Forest, CA 92630	215952	1000000076	100%
Coating	National Coating & Lining	26713 Madison Ave. Murrieta, CA 92562	886430	1000013795	100%
Electrical and Controls	TESCO CONTROLS LLC	8440 Florin Road Sacramento, CA 95828	1092377	1000942924	90%

Kay Construction Company protested on the grounds that GMZ Engineering's bid was non-responsive because it entered "100%" and "90%" on the above table in the bid forms for using subcontractors (i.e., Hardy & Harper, National Coating & Lining and Tesco Controls) for the project, which totaled 290%, if added together.

To clarify this issue, GMZ Engineering submitted documentation (Attachment 4) demonstrating that the above subcontractors, while performing 100% or 90% of the specified subcontractor work (i.e., paving, coating and electrical and controls), will only perform a total of 20.07% of total work on the Base Bid, which is under the allowed 49%.

A city generally has the discretion to determine bid responsiveness and may either demand strict compliance with the bid specifications or can choose to waive a defect that is inconsequential or is an immaterial deviation. See *Taylor Bus Serv., Inc. v. San Diego Bd. of Educ.* (1987) 195 Cal.App.3d 1331, 1343. A bid defect cannot be considered inconsequential or immaterial if it gives the bidder an unfair competitive advantage or benefit over other bidders.

In this instance, staff believes the irregularity is an inconsequential and immaterial bid defect. The irregularity does not affect the amount of the bid, make the bid materially different than intended, or give GMZ Engineering an unfair competitive advantage or benefit over the other bidders. Based on the bid specifications, staff estimated that the paving, coating and electrical and control subcontracting work was less than 49% and GMZ Engineering's documentation confirms that, which makes GMZ Engineering's bid responsive and binding. While the City Council has the discretion to demand strict compliance with the bid specifications and find GMZ Engineering's bid non-responsive, that would not appear to be in the best interest of the City or the public in this case. Accordingly, staff recommends that the City Council waive strict compliance with the bid documents for this deviation, deny the bid protest and award the contract to GMZ Engineering.

Contract Award:

As a public works project, the contract must be awarded to the lowest responsive and responsible bidder. If the City Council denies the bid protest, GMZ Engineering would be the lowest responsive and responsible bidder. If the City Council grants the bid protest, Kay Construction Company would be the lowest responsive and responsible bidder.

Staff recommends awarding the contract to GMZ Engineering, Inc. for the base bid and alternative amount to replace the storm drain outlet in OCTA's right-of-way. The total estimated project construction cost, assuming GMZ Engineering is awarded the contract, is summarized below:

Construction Management and Inspection, and Engineering support services	\$ 405,000
Soils Testing, Inspection and Monitoring	90,550
Construction Contract	4,145,075
<u>Contingency (19%)</u>	<u>787,500</u>
Total Estimated Construction Cost	\$5,428,125

The attached draft contract and Resolution are drafted assuming that the City Council determines that GMZ Engineering is the lowest responsive and responsible bidder. If the City Council decides not to waive the inconsequential, immaterial irregularity in GMZ Engineering's bid, then the estimated project costs would increase by over \$1 million and appropriate changes should be made to the draft contract and Resolution.

As required by City policy and state law, the Contractor will be required to provide performance and payment bonds simultaneously with execution of the construction contract (Attachment 2). Project plans and specifications are on file in the City Clerk's office.

The City Council will note that the draft construction contract (Attachment 2) proposes to award the entire scope of work to the lowest responsive and responsible bidder after the formal protest is decided. While a formal protest was not submitted regarding the above ground electrical work, questions were raised about whether it would be appropriate to subtract all of the above ground electrical work (some of which was partially modified via an addendum to the bid documents) and re-bid that portion of work.

Staff conducted an analysis of all the electrical work related to the motor control center and generator (i.e., all of the above ground electrical work, some of which was partially modified via an addendum) and the bids were competitive with the three contractor estimates finishing in the same bidding positions regardless of whether the electrical work is inclusive or bifurcated. Staff believes that it is in the City's best interest to award the entire contract to one contractor to ensure that the contractor will be responsible for the entire scope of work and that complications that could arise out of tying the underground electrical work together with the above ground electrical work are avoided.

However, should the City Council decide that the partial modifications to some of the above ground electrical work via addendum, even with the time extension, was a bidding irregularity justifying re-bidding because it improperly gave a contractor a competitive advantage or benefit,

staff should be directed to rebid that portion of the work accordingly. Since subtracting of the above ground electrical work does not impact any of the bidding positions of any of the bidders, the bulk of the construction contract can be awarded now either with or without the electrical panel work.

Regardless of the outcome, staff will return to the City Council to award a professional services contract for geotechnical consultant services needed for this project. The professional services agreement is going through a formal request for proposal process now, per City policy.

Council Options:

- Adopt Resolution No. 24-72 (Attachment 1), denying the bid protest, waiving strict compliance with the bid documents, awarding the contract for the Cyprus Shore Grading, Storm Drain and Sewer Lift Station Improvements to GMZ Engineering, Inc., and authorizing the City Manager to execute a construction contract in an amount of \$4,145,075, plus a 19% project contingency of \$787,500.
- Modify and adopt Resolution No. 24-72, granting the bid protest and awarding the contract to Kay Construction Company, Inc. in the amount of \$5,056,237, plus a 19% project contingency.
- Make other modifications to and adopt Resolution No. 24-72.
- Continue the item and direct staff to provide additional information.
- Do not adopt Resolution No. 24-72 and put the project on hold.

Environmental Review/Analysis

This Project was previously determined to be exempt from the California Environmental Quality Act (CEQA) under Class 2 (Replacement or Reconstruction of Existing Structures and Facilities, 14 CCR section 15302) of the State CEQA Guidelines. A Notice of Exemption was filed with the County of Orange Recorder's Office on October 19, 2023 for this Project. (See Attachment 5)

Recommended Actions:

Staff recommends that the City Council:

1. Conduct a bid protest hearing, open the hearing, hear public testimony and comments, including any evidence and argument presented by the bidders, and close the hearing.

AND adopt Resolution No. 24-72, which will:

2. Deny the bid protest submitted by Kay Construction Company, Inc. and waive strict compliance with the bid documents with respect to the inconsequential and immaterial deviation in the bid submitted by GMZ Engineering, Inc.;
3. Award the Cyprus Shore Grading, Storm Drain and Sewer Lift Station Improvements, CIP Project No. 12004 & 12210, construction contract to GMZ Engineering, Inc. as the lowest responsible and responsive bidder;

4. Authorize the City Manager to execute a construction contract with GMZ Engineering, Inc. in an amount of \$4,145,075, in a form substantially similar to Contract No. C24-23 (Attachment 2);
5. Approve a 19% project contingency of \$787,500; and
6. Approve a supplemental appropriation in the amount of \$735,479 to account #059-553-45300-000-12004 from the Storm Drain Fund Depreciation Reserve and a supplementation appropriation of \$2,619,657 to account #054-477-45300-000-12210 with \$300,000 from the Sewer Fund Connection Fee Reserve and \$2,319,657 from the Sewer Fund Depreciation Reserve.

Attachment:

1. Resolution No. 24-72
2. Construction Contract with GMZ Engineering, Inc.
3. Protest Letter from Kay Construction
4. Letter from GMZ Engineering, Inc.
5. Notice of Exemption

Notification:

All bidders

RESOLUTION NO. 24-72

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN CLEMENTE, CALIFORNIA, AWARDING A CONSTRUCTION CONTRACT FOR THE PROJECT TO THE LOWEST RESPONSIVE AND RESPONSIBLE BIDDER, APPROVING SUPPLEMENTAL APPROPRIATIONS FROM THE STORM DRAIN FUND DEPRECIATION RESERVE, THE SEWER FUND CONNECTION FEE RESERVE AND THE SEWER FUND DEPRECIATION RESERVE, AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE CONSTRUCTION CONTRACT

WHEREAS, the existing sewer lift station and storm drain system have been compromised due to the coastal bluff movement at Cyprus Shore beginning in fall 2021 and are in need of repairs to continue providing services; and

WHEREAS, on September 20, 2021, City staff installed a temporary emergency sewer bypass pump system adjacent to the Cyprus Shore Clubhouse near the intersection of Calle Ariana and Avenue de las Palmeras to prevent and mitigate impairment to property and public services; and

WHEREAS, in the fall of 2023, City staff connected a temporary motor control center to operate the pump station in its existing location and eliminate the need for expensive pump watch. Additionally, a temporary above ground storm drain system was installed to direct storm flows through the homeowner association park to minimize disruption to the community; and

WHEREAS, the City considered several design alternatives, but decided to replace facilities relatively close to the existing infrastructure due to a slope stabilization project by the Orange County Transportation Authority (OCTA) consisting of a series of tiebacks and grade beams; and

WHEREAS, with the stabilization of the area, the City changed the project to become more comprehensive and received approval for a Coastal Development Permit on February 9, 2024 to relocate the wet well away from the original landslide, grading for access to the existing electrical equipment building, and replacement of the storm drain and sewer forcemain; and

WHEREAS, AKM Consulting Engineers and Kreuzer Consulting Group designed and prepared a bid package to replace the sewer lift station, restore the storm drainage while enhancing the drainage system by installing new catch basins; and

WHEREAS, the City conducted formal competitive bidding for the Cyprus Shore Grading, Storm Drain and Sewer Lift Station Improvements, Project Nos. 12004 & 12210 (Project); and

WHEREAS, on April 23, 2024, the city received three (3) bids ranging from \$4,145,075 to \$5,227,738 for the Project; and

WHEREAS, the lowest responsive and responsible bidder was GMZ Engineering, Inc. of Westlake Village, California, in the amount of \$4,145,075, based on the low base bid and the alternate bid item; and

WHEREAS, upon the bid opening, the second lowest bidder, Kay Construction Company, Inc. submitted a bid protest letter regarding a minor irregularity in GMZ Engineering's bid documents; and

WHEREAS, there was a bid irregularity from GMZ Engineering, Inc., the contractor entered "100%" and "90%" on a table in the bid forms for using subcontractors (i.e., Hardy & Harper, National Coasting & Lining and Tesco Controls) for the project; and

WHEREAS, GMZ Engineering, Inc. has submitted documentation demonstrating that the subcontractors only perform a total of 20.07% of the Base Bid, under the allowed 49%, which could have been estimated based on the scope of work; and

WHEREAS, GMZ Engineering, Inc. was bound by the bid that it submitted; and

WHEREAS, a city generally has the discretion to determine bid responsiveness and may either demand strict compliance with the bid specifications or can choose to waive a defect that is inconsequential or is an immaterial deviation; and

WHEREAS, waiving strict compliance with the bid documents for this project is in the best interests of the City and the public and would not create a competitive advantage or benefit.

NOW, THEREFORE, the City Council of the City of San Clemente does hereby find, determine and resolve as follows:

SECTION 1. That the above recitations are true and correct and incorporated fully herein.

SECTION 2. That the City Council finds that the irregularity in GMZ Engineering’s bid is an inconsequential and immaterial bid defect. The irregularity did not affect the amount of the bid, make the bid materially different than intended, or give GMZ Engineering an unfair competitive advantage or benefit over the other bidders. Strict compliance with the bid documents for this deviation is hereby waived and the bid protest filed by Kay Construction Company, Inc. is hereby denied.

SECTION 3. That the City Council finds that GMZ Engineering, Inc. is the lowest responsive and responsible bidder, and the construction contract for the Cyprus Shore Grading, Storm Drain and Sewer Lift Station Improvements, Project No. 12004 & 12210, is hereby awarded to GMZ Engineering, Inc.

SECTION 4. That the City Manager is authorized and directed to execute a construction contract for the Cyprus Shore Grading, Storm Drain and Sewer Lift Station Improvements, CIP Project No. 12004 & 12210 with GMZ Engineering, Inc. in an amount of \$4,145,075, in a form substantially similar to that presented to City Council on May 21, 2024.

SECTION 5. That a 19% project contingency of \$787,500 for CIP Project No. 12004 & 12210 is hereby approved. The City Manager is authorized to utilize the project contingency to the extent necessary and proper.

SECTION 6. That a supplemental appropriation in the amount of \$735,479 to account #059-553-45300-000-12004 from the Storm Drain Fund Depreciation Reserve and a supplementation appropriation of \$2,619,657 to account #054-477-45300-000-12210 with \$300,000 from the Sewer Fund Connection Fee Reserve and \$2,319,657 from the Sewer Fund Depreciation Reserve is hereby approved.

SECTION 7. That the City Clerk shall certify to the passage and adoption of this resolution and enter it into the book of original resolutions.

PASSED AND ADOPTED this _____ day of May, 2024.

ATTEST:

City Clerk of the City of
San Clemente, California

Mayor of the City of San
Clemente, California

STATE OF CALIFORNIA)
COUNTY OF ORANGE) §
CITY OF SAN CLEMENTE)

I, LAURA CAMPAGNOLO, City Clerk of the City of San Clemente, California, do hereby certify that Resolution No. 24-72 was adopted at a regular meeting of the City Council of the City of San Clemente held on the _____ day of May, 2024, by the following vote:

AYES:

NOES:

ABSENT:

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City of San Clemente, California, this _____ day of May, 2024.

CITY CLERK of the City of
San Clemente, California

Approved as to form:

Elizabeth A. Mitchell, City Attorney

ATTACHMENT 2

SECTION 00500 CONTRACT

THIS CONTRACT is made this _____ day of _____, 2024, in the County of Orange, State of California, by and between the City of San Clemente hereinafter called City, and GMZ Engineering Inc., a California Corporation, located at 5655 Lindero Canyon Road, Westlake Village, CA 91362, hereinafter called Contractor. City and the Contractor for the considerations stated herein agree as follows:

ARTICLE 1. SCOPE OF WORK. The Contractor shall perform all Work within the time stipulated the contract and shall provide all labor, materials, equipment, tools, utility services, and transportation to complete all of the Work required in strict compliance with the Contract Documents as specified in Article 5 below for the following Project:

CYPRUS SHORE GRADING, STORM DRAIN AND SEWER LIFT STATION IMPROVEMENTS PROJECT NOS. 12004 & 12210

The Contractor and its surety shall be liable to City for any damages arising as a result of the Contractor's failure to comply with this obligation.

ARTICLE 2. TIME FOR COMPLETION. The Work shall be commenced on the date stated in City's Notice to Proceed. The Contractor shall complete all Work required by the Contract Documents within 120 working days from the commencement date stated in the Notice to Proceed. By its signature hereunder, Contractor agrees the time for completion set forth above is adequate and reasonable to complete the Work.

ARTICLE 3. CONTRACT PRICE. City shall pay to the Contractor as full compensation for the performance of the Contract, subject to any additions or deductions as provided in the Contract Documents, and including all applicable taxes and costs, the sum of four million one hundred forty-five thousand seventy-five dollars (\$4,145,075). Payment shall be made as set forth in the General Conditions.

At any time during the term of the Contract, City may, pursuant to the terms and provisions of the Contract Documents, request that the Contractor perform additional work. Contractor shall not perform, nor be compensated for, additional work without written authorization from the City pursuant to the terms and provisions of the Contract Documents. This project includes a 19% contingency in the amount of seven hundred eighty-seven thousand five hundred dollars (\$787,500) for unforeseen conditions. In no event shall approved additional work exceed such project contingency, nor shall the total amount of compensation for work performed under this Contract, including approved additional work, exceed four million nine hundred thirty-two thousand five hundred seventy-five dollars (\$4,932,575).

ARTICLE 4. LIQUIDATED DAMAGES/EARLY COMPLETION INCENTIVE. In accordance with Government Code section 53069.85, it is agreed that the Contractor will pay City the sum of \$1000 for each and every calendar day of delay beyond the time prescribed in the Contract Documents for finishing the Work, as Liquidated Damages and not as a penalty or forfeiture. In the event that Liquidated Damages are not paid, the Contractor agrees City may deduct that

amount from any money due or that may become due the Contractor under the Contract. This Article does not exclude recovery of other damages specified in the Contract Documents.

ARTICLE 5. COMPONENT PARTS OF THE CONTRACT. The “Contract Documents” include the following:

- Contract
- Bid Form
- Contractor’s Certificate Regarding Workers’ Compensation
- Bid Bond
- Designation of Subcontractors
- Information Required of Bidders
- Non-Collusion Declaration form
- Iran Contracting Act Certification
- Public Works Contractor Registration Certification
- Performance Bond
- Payment Bond
- General Conditions
- Special Conditions
- Technical Specifications
- Addenda
- Plans and Drawings
- Approved and fully executed change orders
- Any other documents contained in or incorporated into the Contract

The Contractor shall complete the Work in strict accordance with all of the Contract Documents.

All of the Contract Documents are intended to be complementary. Work required by one of the Contract Documents and not by others shall be done as if required by all. This Contract shall supersede any prior agreement of the parties.

ARTICLE 6. PROVISIONS REQUIRED BY LAW. Each and every provision of law required to be included in these Contract Documents shall be deemed to be included in these Contract Documents. The Contractor shall comply with all requirements of applicable federal, state and local laws, rules and regulations, including, but not limited to, the provisions of the California Labor Code and California Public Contract Code which are applicable to this Project.

ARTICLE 7. INDEMNIFICATION. Contractor shall provide indemnification as set forth in the General Conditions.

ARTICLE 8. PREVAILING WAGES. Contractor shall be required to pay the prevailing rate of wages in accordance with the Labor Code which such rates shall be made available at City of San Clemente Public Works Department or may be obtained online at <http://www.dir.ca.gov/dlsr>. and which must be posted at the job site.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be duly executed effective on the day and year above written.

CITY OF SAN CLEMENTE

By: _____
Andy Hall, City Manager

Dated: _____, 2024

ATTEST:

CITY CLERK of the City of
San Clemente, California

APPROVED AS TO FORM:

Elizabeth A. Mitchell, City Attorney

**APPROVED AS TO AVAILABILITY
OF FUNDING:**

Finance Authorization

**GMZ ENGINEERING, INC.
("CONTRACTOR")**

By: _____
Ghazi Mahmoud Mubarak, CEO, CFO
and Secretary

Dated: _____, 2024

END OF CONTRACT



April 26, 2024

NOTIFICATION OF BID PROTEST

SENT VIA EMAIL

City of San Clemente
 Public Works Office
 910 Calle Negocio, Suite 100
 San Clemente, CA 92673

ilkhanipoura@san-clemente.org

Attn: Amir K. Ilkhanipour
 Re: CYPRUS SHORE GRADING, STORM DRAIN AND SEWER LIFT STATION IMPROVEMENTS, PN_s 12004 & 12210
 Bid Date: April 23rd, 2024

Dear Amir,

This letter is being provided according to Section 00200 Instruction to Bidders Item 20. FILING OF BID PROTESTS.

On Tuesday, April 23rd, 2024, at 2:00 pm, the City received (3) three bids for the referenced Project through the City’s Planet Bid Portal.

Please see the attached Subcontractor Listing provided by GMZ Engineering, Inc.

Work to be done by Subcontractor	Subcontractor	Location of Business	CSLB Contractor License No.	DIR Registration Number	% of the Work
A/C Paving	Hardy & Harper, Inc.	32 Rancho Circle Lake Forest, CA 92630	215952	1000000076	100%
Coating	National Coating & Lining	26713 Madison Ave Murrieta, CA 92562	886430	1000013795	100%
Electrical and Controls	TESCO CONTROLS LLC	8440 FLORIN ROAD SACRAMENTO, CA 95828	1092377	1000942924	90%

GMZ designated Tesco Controls LLC as the subcontractor performing the electrical and controls portion of the work. Tesco Controls LLC does not perform installation, they are a supplier of electrical equipment and perform only start-up procedures.

In addition, GMZ designated a total of 290% of the work to be performed by subcontractors.

Kay Construction Company, Inc.
 9302 Carlton Hills Blvd., Santee, CA 92071 (619) 317-1364
 CSLB 648223 A & B DIR #1000845265



April 26, 2024

NOTIFICATION OF BID PROTEST

According to SECTION 00200 INSTRUCTIONS TO BIDDERS – DESIGNATION OF SUBCONTRACTORS:

Pursuant to State law, the Bidders must designate the name, license number, 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 Price, or \$10,000 if the work involves streets or highways, whichever is greater as well as the portion of work each such subcontractor will perform on the form provided herein by City. No additional time will be provided to bidders to submit any of the requested information in the Designation of Subcontractor form. The successful bidder will be required to self-perform at least over 50% of the work.


The bid submitted by GMZ Engineering Inc. does not accurately designate each subcontractor who will perform work and designates work to be performed by subcontractors in excess of 50% of the work.

We request a review of the bids and a determination that the bid submitted by GMZ Engineering Inc. is non-responsive. We appreciate the opportunity to participate in this bid process and look forward to the City's review of our protest.

Respectfully,

KAY CONSTRUCTION COMPANY, INC.

Signed under penalty of perjury under the laws of the State of California



Jon Kay,
President

Enclosures

Cc: Ghazi Mubarek, GMZ Engineering, Inc.

SECTION 00440
LIST OF SUBCONTRACTORS FORM

In compliance with the Subletting and Subcontracting Fair Practices Act of the Public Contract Code of the State of California, each bidder shall set forth below: (a) the name and the location of the place of business, (b) the California contractor license number and DIR registration number, and (c) the portion of the work which will be done by each subcontractor who will perform work or labor or render service to the Contractor in or about the construction of the work in an amount in excess of one-half of one percent (1/2%) of the Contractor's Total Bid Price. Notwithstanding the foregoing, if the work involves streets and highways, then the Contractor shall list each subcontractor who will perform work or labor or render service to Contractor in or about the work in an amount in excess of one-half of one percent (1/2%) of the Contractor's Total Bid Price or \$10,000, whichever is greater. No additional time shall be granted to provide the below requested information.

If no subcontractor is specified, for a portion of the work, or if more than one subcontractor is specified for the same portion of Work, then the Contractor shall be deemed to have agreed that it is fully qualified to perform that Work, and that it shall perform that portion itself. **The Prime Contractor is required to complete at least over 50% of the contract value with its own forces.**

Work to be done by Subcontractor	Subcontractor	Location of Business	CSLB Contractor License No.	DIR Registration Number	% of the Work
A/C Paving	Hardy & Harper, Inc.	32 Rancho Circle Lake Forest, CA 92630	215952	1000000076	100%
Coating	National Coating & Lining	26713 Madison Ave Murrieta, CA 92562	886430	1000013795	100%
Electrical and Controls	TESCO CONTROLS LLC	8440 FLORIN ROAD SACRAMENTO, CA 95828	1092377	1000942924	90%


LIST OF SUBCONTRACTORS FORM

Work to be done by Subcontractor	Subcontractor	Location of Business	CSLB Contractor License No.	DIR Registration Number	% of the Work

LIST OF SUBCONTRACTORS FORM

Work to be done by Subcontractor	Subcontractor	Location of Business	CSLB Contractor License No.	DIR Registration Number	% of the Work

In addition to submitting this Designation of Subcontractor form with its bid submission, each bidder shall, within 24 hours of the bid submission deadline, provide the City with a list of bid items that correspond to the portion of work listed for each designated subcontractor. Failure to provide this information within the time prescribed may be cause for the City to deem the Bid non-responsive and the City may reject the Bid.

Name of Bidder GMZ Engineering, Inc.
 Signature 
 Name Ghazi Mubarak
 Title President, VP, Secretary, Treasurer
 Dated 23 April 2024

END OF LIST OF SUBCONTRACTORS FORM

30 April 2024

City of San Clemente
Public Works Office
910 Calle Negocio, Suite 100
San Clemente, CA 92673

ATTN: Amir K. Ilkhanipour

**RE: CYPRUS SHORE GRADING, STORM DRAIN AND SEWER LIFT STATION
IMPROVEMENTS; PN'S 12044 & 12210
Bid Date: 23 April 2024**

**SU: GMZ ENGINEERING, INC.S
RESPONSE OF BID PROTEST**

Dear Amir,

This letter acts as GMZ Engineering, Inc.'s response to KAY Construction's protest, dated 26 April 2024, of our bid for the Cyprus Shore Grading, Storm Drain and Sewer Lift Station Project.

To our understanding, Kay Construction submitted two (2) complaints regarding our bid submission:

1. TESCO Control's role on the project.
2. That our designation of "work to be performed by subcontractors" is 290%, and therefore exceeds California State Law requiring 50% self-performance by the successful bidder.

GMZ Engineering, Inc. strongly refutes these claims, and offers the following rationalization:

1. GMZ Engineering, Inc. listed TESCO Controls for the Control and Electrical Equipment amounting to \$652,175.00 (This quote will be attached as Exhibit A). Their scope only pertains to the electrical equipment and their control.

TESCO's role will consist of 90% of this task and GMZ Engineering, Inc. will self-perform approximately 10% of this portion of the work by installing the equipment furnished by TESCO.

2. GMZ Engineering, Inc. listed three subcontractors, per the bid sheet, for a Subcontractor amount totaling \$822,015.00 (These quotes will be attached as Exhibit B):
 - a. Hardy & Harper – \$ 144,942.00
 - b. National Coating & lining – \$24,897.00
 - c. TESCO Controls – \$652,175.00

It was to our understanding that the 100% designated under the “% of the work” box was per the “work to be done by the subcontractor”, i.e. A/C Paving, Coating, ect., and clearly not the percentage of the overall project. As plainly demonstrated by the inclusion of the quotes, the total amount of work to be completed by subcontractors, \$822,015.00, is less than 25% of our overall bid of \$4,095,075.00.

GMZ Engineering, Inc. will therefore be self-performing over 75% of the project scope, which is well above the California State mandate.

In conclusion all arguments presented by KAY Construction are invalid; GMZ Engineering, Inc. is responsive and the responsible low bidder on this project.

We request the City of San Clemente to disregard their protest, and award the Cyprus Shore contract to GMZ Engineering, Inc. Thank you for the opportunity to bid on this project and respond to this protest.

Respectfully,



Ghazi Mubarak

President / CEO

EXHIBIT “A”

TESCO CONTROLS QUOTE

To: Bidding Contractors
 Attn: Estimators
 Re: City of San Clemente
 Cypress Shore Grading Storm Drain & Sewer Lift Station Improvements

Quote Date: 4/23/2024
 Quote No.: 24D035Q01
 Bid Date: 4/23/2024

Dear Customer:

Thank you for your continued interest in TESCO products, services, and solutions. We are pleased to quote the following scope of work pertaining to the above-referenced project. Only the materials/services listed in the below scope are quoted in general conformance with the requirements of the applicable portions of plans and specs **attached to Addendum No 1 dated 4/2/2024.**

Scope of Work

Item	Qty	Description	DWG/SPEC
MATERIALS PROVIDED			
1	1	SDG&E Main Switchboard 'MSB' to include: <ul style="list-style-type: none"> ▪ Freestanding NEMA 3R Enclosures (3 Section), 316 Stainless Steel ▪ Total Estimated Dimensions (Dimensions subject to change during submittal process) <ul style="list-style-type: none"> ▪ 90"H x 70"W x 20"D ▪ Provisions for 200A Utility Metering (480V, 3PH) ▪ 200A LSIG Main Disconnect ▪ (2) 100A Main Circuit Breakers ▪ 100A Automatic Transfer Switch 'ATS' ▪ Surge Protection Device 'SPD' ▪ AB Power Monitor ▪ Intrusion Switches ▪ Terminal Blocks, Fuses, Relays and Nameplates as required 	SS-9 16460
2	1	Pump Station Electrical Panel 'MCC' to include: <ul style="list-style-type: none"> ▪ Freestanding NEMA 12 Enclosure (3 Section), 316 Stainless Steel ▪ Total Estimated Dimensions (Dimensions subject to change during submittal process) <ul style="list-style-type: none"> ▪ 90"H x 62"W x 20"D ▪ Louvered Exhaust Vent ▪ Filtered Louver Intake Vent ▪ Power Monitor w/ Display (Allen Bradley) ▪ One (1) 40A Circuit Breaker ▪ Two (2) 50A LSIG Circuit Breakers ▪ 15KVA 480V-120V 1PH transformer ▪ GFCI Convenience Receptacle ▪ Two (2) Solid State Motor Controllers ▪ Two (2) 30HP Solid State Reduced Voltage Starters 'SSRV' – SSMC 1 & SSMC 2 w/ Overload Relays, Mechanical Interlock, and Over the Line Bypass 	SS-9 16920

Item	Qty	Description	
		Pump Station Electrical Panel 'MCC' continued: <ul style="list-style-type: none"> ▪ Controls to include: <ul style="list-style-type: none"> ▪ HOA Switches ▪ Pushbuttons ▪ Indicating Lights ▪ Time Delay Relay ▪ Elapsed Time Meter Panelboard 'LP-A' & Associated Breakers ▪ Intrusion Switches ▪ Panel Lights w/ Switches ▪ Panel Heaters w/ Thermostats ▪ Panel Fan Kits w/ Louvers ▪ Terminal Blocks, Relays, Fuses & nameplates as required 	
3	1	SCADA Panel to include: <ul style="list-style-type: none"> ▪ Freestanding NEMA 3R Enclosure, 316 Stainless Steel ▪ Total <i>Estimated</i> Dimensions (<i>Dimensions subject to change during submittal process</i>) <ul style="list-style-type: none"> ▪ 72"H x 36"W x 24"D ▪ Louvered Exhaust Vent w/ Hood ▪ Filtered Louver Intake Vent w/ Hood ▪ 900 MH Radio (GE Orbit) ▪ Cellular Antenna Top Mounted <ul style="list-style-type: none"> ▪ Lightning Arrestor ▪ 24VDC Power Supply ▪ 24VDC Redundant Module ▪ Cellular Router ▪ 15" Operator Interface Terminal ▪ Primary & Secondary Level Controllers ▪ Flow Meter Remote Transceiver ▪ 20A Surge/Line Filter ▪ 1500W UPS ▪ Programmable Logic Controller 'PLC' (Allen Bradley) ▪ Ethernet Switch (Allen Bradley) ▪ Operator Interface Terminal 'OIT' (Allen Bradley) ▪ I/O Modules <ul style="list-style-type: none"> ▪ (16) Digital Outputs ▪ (64) Digital Inputs ▪ (8) Analog Inputs ▪ (4) Analog Outputs ▪ Panel Exhaust Fans ▪ Panel Lights & Switches ▪ Duplex Receptacle ▪ Terminal Blocks, Fuses, and Nameplates as required 	SS-14 17000
4	1	ATI Generator Connection <ul style="list-style-type: none"> ▪ NEMA 3R, 316 SS 	SS-9 16400
5	1	Manual Transfer Switch <ul style="list-style-type: none"> ▪ NEMA 12, 316 SS ▪ 3 Position 	SS-9 16401
6	1	Roof Mounted Cellular Antenna	SS-1

Item	Qty	Description	
7	1	6" Magnetic Flow Meter: ▪ FIT-1	SS-4 15050
8	1	Pressure Transmitter: ▪ PIT-1 ▪	15050
9	2	Ultrasonic Level Transmitter ▪ ULT-1 ▪ UTL-2	16000
10	2	Vault Intrusion Switch: ▪ ZS-1 ▪ ZS-2	17000
11	9	MCC Intrusion Switch: ▪ ZS-3 ▪ ZS-4 ▪ ZS-5 ▪ ZS-6 ▪ ZS-7 ▪ ZS-8 ▪ ZS-9 ▪ ZS-10 ▪ ZS-11 ▪ ZS-12	17000
12	2	Vault Float Switch: ▪ LSH-1 ▪ LSH-2	SS-4 16000
13	2	Pump Low Float Switch: ▪ LSL-1 ▪ LSL-2	SS-4 16000
14	2	Pump Emergency High Float Switch: ▪ LSH-11 ▪ LSH-21	SS-4 16000
15	Lot	MCC Spare Parts: ▪ Two (2) fuses of each size and type ▪ One (1) auxiliary relay ▪ One (1) control transformer ▪ Twelve (12) indicating lamps ▪ Two (2) contactors of each size used ▪ Two (2) overload relays of each size used	16920

Item	Qty	Description	
16	Lot	Professional Services: <ul style="list-style-type: none"> ▪ Project Management ▪ Engineering – engineered shop drawings, equipment schematics, engineered submittals, technical data, as-built documentation, project records, O&M Manuals, Arch Flash Hazard Study, and seismic calculations ▪ Manufacturing Services – fabrication, manufacturing, assembly, equipment wiring, and factory testing ▪ PLC Programming ▪ OIT Programming ▪ SCADA - Integration into City’s (E) SCADA system ▪ Product Startup Services – product quality review, verification of product installation, product parameter adjustments, product programming, software upload/download as required, product function check tests, and product startup of TESCO equipment only ▪ 24 Hours Onsite Training (<i>Spec 17000</i>) 	17000
		TOTAL (including applicable sales tax):	\$652,175.00
		<u>Bid Item E6</u> – Furnish Mag Flow Meter:	\$10,665.30
		<u>Bid Item E16</u> – Furnish Switchgear:	\$218,059.32
		<u>Bid Item E17</u> – Furnish MCC:	\$211,328.30
		<u>Bid Item E20</u> – Furnish Instrumentation:	\$36,454.63
		<u>Bid Item E22</u> – Coordination & Arch Flash Study:	\$22,041.31
		<u>Bid Item E24</u> – PLC Programming, SCADA Integration & Start Up:	\$82,290.34
		<u>Bid Item E25</u> – Start Up Services & Testing:	\$32,521.00
		<u>Bid Item E27</u> – O&M Manuals and City Staff Training:	\$38,814.80

Billing Milestones

<i>Project Stage:</i>	<i>Progress Payment:</i>
Project Initialization.....	10%
Engineered Product Submittals Furnished	15%
Internal Factory Testing / Ready to Ship	60%
Deployment, Field Verification, & Startup	10%
Project Closeout	5%

Project Bid Clarifications

- **NOTE: Startup services are included for TESCO provided equipment only, other equipment start up is by others**
- Unless otherwise indicated by the Scope of Work above, quote is to **furnish only** and does not include any trade labor, trade work, construction work, site improvement, contractor services, or any trade installation services. Any trade labor and/or related trade work shall be performed by others/contractor.
- Unless otherwise indicated by the Scope of Work above, the following is **not** included within this quotation:
 - **Onsite installation of supplied instruments/EQ listed above**
 - **Onsite installation of roof mounted Cellular Antenna**
 - **Onsite installation of any float level switches, level transmitters and flow measuring devices**

- **Onsite installation of PLC panel, Power Distribution Panels, switchboard, Generator Receptacle, VFD's or Metered Pedestals**
- **Onsite installation of 3 Position Switch or ATI Generator Docking Station**
- **Supply or onsite installation of any pumps, motors, connection conduits and conductors**
- Conduit, field wire, tubing, or basic trade installation materials (brackets, screws, bolts, j-box, stanchions, pull-box, etc.)
- Instrumentation mounting components, brackets, stanchions, sunshields, etc.
- Local control stations and/or field mounted disconnects.
- Instrumentation, devices, components, or equipment not specifically identified in the above quotation.
- Fiber optic patch panels, cable, splicing or terminations.
- Networking infrastructure or architecture modifications to existing facilities.
- Any 3rd party testing, harmonic testing/analysis, protective device coordination study, short-circuit analysis, or Arc-Flash Risk Assessment (AFRA) services.
- Electrical interconnection diagrams for equipment not furnished by TESCO.
- ISA process control loop diagrams.
- Signal loop diagrams for equipment not furnished by TESCO.

Terms and Conditions

- Addendums Acknowledged: **6**
- Quote is firm for **30 days** unless otherwise stated.
- Submittals:
 - Product/Equipment Submittals: Initial equipment submittal(s) "schedule" to be provided approximately **06** weeks after receipt of purchase order or written notice of intent. Lead-time for this "schedule" may be subject to delays imposed by 3rd party submittal providers. Submittal "schedule" will list all project submittals and will indicate lead-times for each product/equipment submittal. Generation of submittal(s) may be subject to availability of specified material components; supply-chain constraints may impact material item selections, therefore, may impact submittal lead-times.
 - Information Submittals: Information Submittals are dependent on the approval of Product/Equipment Submittals. An updated Submittal Schedule will be provided after receiving approval of corresponding Product/Equipment Submittal showing schedule and lead-times for Information Submittals.
- Submittals: Initial equipment submittal(s) to be provided approximately **16-20** weeks after receipt of purchase order or written notice of intent; however, generation of submittal(s) will be contingent on supply-chain availability and variability for material components which may impact material item selections affecting submittal lead-times, therefore lead-times are subject to change without notice.
- Delivery: Initial shipment(s) anticipated to commence approximately **40-44** weeks minimum after Product/Equipment Submittal approval; however, delivery schedule(s) will be contingent on supply-chain availability and variability for material component selections, therefore, lead-times are subject to change. Delivery schedules will be confirmed and provided after receiving Product/Equipment Submittals approval.
- Lead-Time & Supply Chain Impacts: Due to the supply chain impacts imposed by the pandemic, all quoted lead-times are subject to change.
- Storage Terms: Any item of the product on which shipment is delayed by Buyer may be placed in storage by Seller at Buyer's expense and risk. If a delay in shipment is requested by Buyer after an order has been entered and accepted:
 - a. No charge will be made if the request for delay is made more than six (6) weeks before acknowledged shipping date and the requested delay is for a period not in excess of thirty (30) days.
 - b. A charge will be made if the requested delay exceeds a period of thirty (30) days or if the request is made within six (6) weeks of the acknowledged shipping date. Seller will advise Buyer of the charge within ten (10) days of receiving Buyer's request for delay.
 - c. If the product is within six (6) weeks of the acknowledged shipping date, then Seller has the option of completing, invoicing and storing the product and charging one and one-half percent (1.5%) per month, or

the maximum percentage permitted by law, whichever is lesser, of the established price for such product, plus storage cost.

- TESCO price is Ex Works (EXW) per INCOTERMS, freight allowed.
- Product startup will commence once the product is properly installed and powered up. If buyer requests or schedules product startup and seller is unable to conduct startup due to product not being properly installed, powered, or ready for startup (including being put into full service or full operation), then a fee of \$1500 will be charged to buyer to remobilize seller for product startup.
- TESCO carries liability insurance, with full worker's compensation coverage.
- TESCO warranties against defect in design workmanship and materials for a period of one year from date of product startup, and does not exceed 18 months from the date of shipment from the factory.
- Unless otherwise stated above, price does not include any sales tax, use tax, or applicable fees; please apply any taxes and/or fees as appropriate. Please note that all invoices will include sales tax where applicable.
- Invoices will be billed in accordance with a customer-approved schedule of values and customer-approved pay application.
- Terms are net 45 days on approved credit. Shipment release requires the following:
 - Accounts with sub-par credit will require 50% down-payment upon order and 50% payment at pickup (prior to shipment).
 - Accounts with approved credit, all milestone progress payments must be current for releasing shipment or deploying services.
- Interest will be applied to all past due invoices. Buyer shall pay to Seller all invoiced amount within forty-five (45) calendar days from the date of such invoice. Flow-down provisions are not accepted. In the event any payment becomes past due, Buyer shall pay interest on all late payments, calculated daily and compounded monthly at the rate of 1.5% per month. Buyer shall also reimburse Seller for all reasonable costs incurred by Seller in collecting any late payments, including attorneys' fees and court costs.
- Price Escalation: If between the proposal date and actual procurement and through no fault of the Seller, the relevant cost of labor, material, freight, tariffs, and other Seller costs combined relating to the contract, increase by greater than 2.5% of the overall contract price, then the contract price shall be subject to escalation and increased. Such increase shall be verified by documentation and the amount of contract price escalation shall be calculated as either the actual increased cost to the Seller or, if agreed by the Parties, the equivalent increase of a relevant industry recognized third-party index, and in both cases without any additional profit or margin being added.
- All merchandise sold is subject to lien laws.
- A processing fee of up to 4% will be added for credit card payments.
- TESCO's liabilities shall not exceed 10% of TESCO's total order value.
- Final retention to be paid within 10 days after the project notice of completion.

Please feel free to contact us at (916) 395-8800 to discuss any questions or comments you may have regarding this quotation.

Sincerely,

TESCO CONTROLS



Ted Reynolds
Sales Estimator II
treynolds@tescocontrols.com

EXHIBIT “B”

SUBCONTRACTORS’ QUOTES



Hardy & Harper, Inc.

asphalt paving contractor

32 RANCHO CIRCLE
 LAKE FOREST, CA 92630
 (714) 444-1851 FAX (714) 444-2801
 STATE LIC. NO. 215952
 DIR NO. 1000000076

To: GENERAL CONTRACTOR	Contact: ESTIMATING DEPT.
Address: ESTIMATING DEPARTMENT	Phone:
	Fax:
Project Name: CYPRUS SHORE GRADING, SD & SEWER LS IMPROVEMENTS	Bid Number: 19-007148
Project Location: CITY OF SAN CLEMENTE	Bid Date: 4/23/2024

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
23	ASPHALT CONCRETE	870.00	TON	\$166.60	\$144,942.00

Total Bid Price: \$144,942.00

Notes:

• **INCLUSIONS:**

- LABOR, EQUIPMENT & MATERIAL
- PRICE INCLUDES TWO (2) MOBILIZATIONS / TWO (2) SHIFTS - \$15,500.00 FOR EACH ADDITIONAL MOBILIZATION AND OR SHIFT
- PRICE BASED ON MINIMUM 8 HR SHIFTS
- PROPOSAL PRICES GOOD FOR 30 DAYS WITH SIGNED QUOTE OR LOI - PRICE GOOD THROUGH 12/30/2024 - PRICES SUBJECT TO INCREASE AFTER EXPIRATION DATE
- GRADES TO BE ASPHALT READY
- SURVEYING, ENGINEERING AND STAKING BY OTHERS. ALL FINISHED FILLS, INCLUDING FILLS AT GRADE BREAKS TO BE PAINTED ON THE GRADE / PAVEMENT BY PRIME CONTRACTOR AT 25' STATIONS AT NO COST TO HARDY & HARPER, INC. FILLS TO BE GIVEN PRIOR TO PAVING
- PROPOSAL & ENTIRE CONTENTS SHALL BE INCORPORATED INTO SUBCONTRACT - MINIMUM 6 WEEKS NOTICE FOR ALL SCHEDULING
- TRAFFIC CONTROL PER WATCH MANUAL

• **EXCLUSIONS:**

- QCQA, ARHM, ENGINEERING, PERMITS, BONDS, FEES, INSPECTION FEES, SWPPP, LAYOUT, SURVEY, GRADE CHECKER, OIL INDEX
- TEMP AC, TRENCH/SLOT PAVING, MEDIAN PAVING, SAWCUT, CRACKFILL, WEEDKILL, FOG SEAL, PRIME COAT, SLURRY, SEAL COAT
- COLDMILL, INERTIAL PROFILE, MUST GRINDS, PROFILOGRAPH, PRE-PAVE IRI & GRINDING, CLEAN EXISTING AC, STEEL PLATES
- IMPORT/EXPORT, SUBGRADE PREP & REMOVAL/COMPACTION, GRADING, FINE GRADING, PCC BACKFILL, REDWOOD HEADER
- PROTECTION / LOCATING OF EXST. UTILITIES, UTILITY ADJUSTMENTS, SPEED BUMPS, POSTING, NOTIFICATIONS, NIGHTS/WEEKENDS
- DRAINAGE REQUIREMENTS W/ LESS THAN 2% FALL, T/C PLANS, ARROW BOARDS, CMS BOARD, DETOURS, ROOT PRUNE/REMOVAL
- FABRIC & PLACEMENT, FABRIC REMOVALS / DISPOSAL, STRIPING, TEMP STRIPING & TABS, PROTECTION OF WORK AFTER SHIFT
- HAZARDOUS WASTE, WEATHER DELAYS, TEMPERATURE DELAYS, WATER & SOURCE, OPERATED WATER TRUCK / BUGGY, LIGHTS
- LIQUIDATED DAMAGES NOT DUE TO OUR OPERATION. THIS INCLUDES DAMAGES FOR LATE OPENINGS. TRAINING & FEES
- SAFETY TRAINING, TWIC, BADGING COST, SANDBLASTING, STRIPING REMOVALS, AS BUILDS, EXCLUDES ANYTHING NOT LISTED AS INCLUDED
- IN NO EVENT SHALL HARDY & HARPER, INC. BE RESPONSIBLE OR LIABLE FOR ANY FAILURE OR DELAY IN THE PERFORMANCE OF ITS OBLIGATIONS HEREUNDER ARISING OUT OF OR CAUSED BY, DIRECTLY OR INDIRECTLY, FORCES BEYOND ITS CONTROL, INCLUDING, WITHOUT LIMITATION, STRIKES, WORK STOPPAGES, ACCIDENTS, ACTS OF WAR OR TERRORISM, CIVIL OR MILITARY DISTURBANCES, NUCLEAR OR NATURAL CATASTROPHES, PANDEMICS OR ACTS OF GOD, AND INTERRUPTIONS, LOSS OR MALFUNCTIONS OF UTILITIES, COMMUNICATIONS OR COMPUTER (SOFTWARE AND HARDWARE) SERVICES, UNFORESEEN COST ESCALATION. HARDY & HARPER, INC. SHALL USE REASONABLE EFFORTS CONSISTENT WITH ACCEPTED PRACTICES IN THE INDUSTRY TO RESUME PERFORMANCE AS SOON AS PRACTICABLE.

<p>ACCEPTED:</p> <p>The above prices, specifications and conditions are satisfactory and are hereby accepted.</p> <p>Buyer: _____</p> <p>Signature: _____</p> <p>Date of Acceptance: _____</p>	<p>CONFIRMED:</p> <p>Hardy & Harper, Inc.</p> <p>Authorized Signature: _____</p> <p>Estimator: Tanner Hambright 714.412.1335 thambright@hardyandharper.com</p>
--	--



BY BRAND SAFWAY



NATIONAL COATING & LINING
BY BRANDSAFWAY
26713 Madison Ave
Murrieta, CA 92562
Telephone: (951) 471-3388
Fax: (951) 471-3779
www.nc-lc.com

April 23, 2024

DIR Registration #1000013795

To: Estimator

Quote No.: NCLC - 6996

Project: Cyprus Shore Grading, Storm Drain and Sewer Lift Station Improvements Project

Ladies and Gentlemen:

We are pleased to submit our proposal to furnish all labor, materials, tools, equipment, taxes and our standard one million dollar single with two million dollar aggregate and a two million dollar umbrella insurance policy required to perform the work as noted herein.

Addendums: 1,2,3,4,5,6

Bid Scope:

A. Setup, Prepare and Application of Interior Coatings in New Lift Station.

B. This quote includes x 1 Mobilizations.

Bid Item: E1 _____ \$ 24,897.00

EXCLUSIONS:

1. Costs for Payment and Performance Bonds are excluded. If Bond is required Bond costs will be passed on to the Contractor at cost. Bond rate not to Exceed 2%. If project exceeds more than **one year** there will be a 1% surcharge added to the bond cost. Bonding is based upon available bonding capacity. Bonding availability is based upon the surety approval of the terms and conditions of the subcontract agreement and payment and performance bond forms in said subcontract agreement.
2. Providing dehumidification/heating or other controls for the environment to perform painting or surface preparation work.
3. Rebar, crack or concrete repair, masonry repair.
4. Any repairs required to be completed on items damaged by others.
5. All disassembly and reassembling of items to be removed for painting and coating to be performed by others.
6. All new ferrous metals are to be properly shop prepared and primed by others (by your fabricator) and within recoat window.
7. Coating for equipment, HVAC, or electric.
8. Testing, removal or disposal of hazardous materials, scaffolding for access or 3rd- party inspectors.
9. Touch-up painting of factory finished items or coating for prepackaged equipment, hydro pneumatic surge tanks.
10. Floor sealer, coating for non-ferrous metals, vault coatings, galvanized items, dissimilar materials, precast structures, hatches, manholes, manhole lids or frames cementitious slabs.
11. Stenciling, Pipe / Valve / Equipment Identification. Coating of pipe interior, buried or encased pipe.
12. Skids, fusion bonded epoxy, powder coat, galvanizing, wax, high temperature, grease, caulking, grout, or shop applied coatings.
13. Joint repairs and VOC testing and confined space controls and access.
14. Bypassing, water infiltration, nuisance water, cleaning of channels, bulkheads, rechanneling or testing for volatile organic compounds, disinfection.. Work associated with other contractors scope of work.
15. Abrasive blasting of steel, metals or concrete, removal of shop coatings. grinding of welds splatter.
16. Vault, wetwell or manhole exterior coatings, architectural coatings, FRP coatings or linings and panel drawings for plastic liner installation.
17. Builders risk, Explosion, Collapse and Underground Hazards (XCU), and Railroad insurance.
18. Force majeure clauses, rescue team or any and all third party inspection services.
19. Slab underlayment's, waterproofing membranes, drainage panels, protection board, trench or French drain systems.
20. Traffic control. Safety or traffic markings, and containment systems.
21. Sanding of gypsum walls to provide a prepared surface for coating applications.
22. Lifting or removal of pipe to access areas between pipe and stands or brackets for preparation and coatings.
23. Scaffolding. CMU coatings.



BY BRAND SAFWAY



NATIONAL COATING & LINING
BY BRANDSAFWAY
26713 Madison Ave
Murrieta, CA 92562
Telephone: (951) 471-3388
Fax: (951) 471-3779
www.nc-lc.com

COMMENTS AND NOTATIONS:

1. Payment terms Net 30 days based on progress billings from the date of our invoice.
2. There is a 30 day pay or a late fee of 1 ½ percent per month interest charge will be applied to any overdue balance.
3. Areas scheduled to receive floor coating are to be free of other trades, stored materials or equipment.
4. Open-air surface preparation and painting practices are figured in our bid.
4. General contractor or owner to provide all necessary permits and fees.
5. One site mobilization and demobilization included. Site mobilization fee will be initially billed at no more than 5% of the total contract value.
6. This proposal is based on working straight time working hours. No overtime or premium time is included
7. General Contractor to release sufficient areas of work to facilitate estimated production rates.
8. General Contractor to provide electricity, clean water and sanitary facilities at no cost to NCLC.
9. Prior to commencement of work structures must be clean, dry and safely accessible. .
10. We offer our standard one year warranty; any extended warranty by specifications is between manufacture and owner.
11. Notice to proceed shall allow at least three weeks lead time.
12. Based on mutually agreeable contract terms and conditions.
13. Proposal valid for 120 days.
14. National Coating & Lining Company is SSPC QP-1, QP-2, QP-8 & QP-9 certified.
15. National Coating & Lining Company is a union contractor.
16. Delays caused by others that would cause a disruption of daily work by NCLC.
17. Additional mobilizations will be billed at \$4,500.00. Standby time will be billed at \$450.00 per Hour.

NOTE: All Exclusions are to be included in the contract unless specifically agreed upon in writing prior to any contract.

We hope that you find this proposal acceptable and we look forward in working with your company on this project.

Should you have any questions regarding this proposal, please do not hesitate to contact the undersigned.

Thank you,

NATIONAL COATING & LINING COMPANY

Dan Markwell
Estimator
Office: (951)290-5412
Cell: (619) 415-3963
Fax: (951)471-3779
dmarkwell@nc-lc.com

AGREED AND ACCEPTED:

Signature: _____

Name/Title: _____

Date: _____

To: Bidding Contractors
 Attn: Estimators
 Re: City of San Clemente
 Cypress Shore Grading Storm Drain & Sewer Lift Station Improvements

Quote Date: 4/23/2024
 Quote No.: 24D035Q01
 Bid Date: 4/23/2024

Dear Customer:

Thank you for your continued interest in TESCO products, services, and solutions. We are pleased to quote the following scope of work pertaining to the above-referenced project. Only the materials/services listed in the below scope are quoted in general conformance with the requirements of the applicable portions of plans and specs **attached to Addendum No 1 dated 4/2/2024.**

Scope of Work

Item	Qty	Description	DWG/SPEC
MATERIALS PROVIDED			
1	1	SDG&E Main Switchboard 'MSB' to include: <ul style="list-style-type: none"> ▪ Freestanding NEMA 3R Enclosures (3 Section), 316 Stainless Steel ▪ Total Estimated Dimensions (Dimensions subject to change during submittal process) <ul style="list-style-type: none"> ▪ 90"H x 70"W x 20"D ▪ Provisions for 200A Utility Metering (480V, 3PH) ▪ 200A LSIG Main Disconnect ▪ (2) 100A Main Circuit Breakers ▪ 100A Automatic Transfer Switch 'ATS' ▪ Surge Protection Device 'SPD' ▪ AB Power Monitor ▪ Intrusion Switches ▪ Terminal Blocks, Fuses, Relays and Nameplates as required 	SS-9 16460
2	1	Pump Station Electrical Panel 'MCC' to include: <ul style="list-style-type: none"> ▪ Freestanding NEMA 12 Enclosure (3 Section), 316 Stainless Steel ▪ Total Estimated Dimensions (Dimensions subject to change during submittal process) <ul style="list-style-type: none"> ▪ 90"H x 62"W x 20"D ▪ Louvered Exhaust Vent ▪ Filtered Louver Intake Vent ▪ Power Monitor w/ Display (Allen Bradley) ▪ One (1) 40A Circuit Breaker ▪ Two (2) 50A LSIG Circuit Breakers ▪ 15KVA 480V-120V 1PH transformer ▪ GFCI Convenience Receptacle ▪ Two (2) Solid State Motor Controllers ▪ Two (2) 30HP Solid State Reduced Voltage Starters 'SSRV' – SSMC 1 & SSMC 2 w/ Overload Relays, Mechanical Interlock, and Over the Line Bypass 	SS-9 16920

Item	Qty	Description	
		Pump Station Electrical Panel 'MCC' continued: <ul style="list-style-type: none"> ▪ Controls to include: <ul style="list-style-type: none"> ▪ HOA Switches ▪ Pushbuttons ▪ Indicating Lights ▪ Time Delay Relay ▪ Elapsed Time Meter Panelboard 'LP-A' & Associated Breakers ▪ Intrusion Switches ▪ Panel Lights w/ Switches ▪ Panel Heaters w/ Thermostats ▪ Panel Fan Kits w/ Louvers ▪ Terminal Blocks, Relays, Fuses & nameplates as required 	
3	1	SCADA Panel to include: <ul style="list-style-type: none"> ▪ Freestanding NEMA 3R Enclosure, 316 Stainless Steel ▪ Total <i>Estimated</i> Dimensions (<i>Dimensions subject to change during submittal process</i>) <ul style="list-style-type: none"> ▪ 72"H x 36"W x 24"D ▪ Louvered Exhaust Vent w/ Hood ▪ Filtered Louver Intake Vent w/ Hood ▪ 900 MH Radio (GE Orbit) ▪ Cellular Antenna Top Mounted <ul style="list-style-type: none"> ▪ Lightning Arrestor ▪ 24VDC Power Supply ▪ 24VDC Redundant Module ▪ Cellular Router ▪ 15" Operator Interface Terminal ▪ Primary & Secondary Level Controllers ▪ Flow Meter Remote Transceiver ▪ 20A Surge/Line Filter ▪ 1500W UPS ▪ Programmable Logic Controller 'PLC' (Allen Bradley) ▪ Ethernet Switch (Allen Bradley) ▪ Operator Interface Terminal 'OIT' (Allen Bradley) ▪ I/O Modules <ul style="list-style-type: none"> ▪ (16) Digital Outputs ▪ (64) Digital Inputs ▪ (8) Analog Inputs ▪ (4) Analog Outputs ▪ Panel Exhaust Fans ▪ Panel Lights & Switches ▪ Duplex Receptacle ▪ Terminal Blocks, Fuses, and Nameplates as required 	SS-14 17000
4	1	ATI Generator Connection <ul style="list-style-type: none"> ▪ NEMA 3R, 316 SS 	SS-9 16400
5	1	Manual Transfer Switch <ul style="list-style-type: none"> ▪ NEMA 12, 316 SS ▪ 3 Position 	SS-9 16401
6	1	Roof Mounted Cellular Antenna	SS-1

Item	Qty	Description	
7	1	6" Magnetic Flow Meter: ▪ FIT-1	SS-4 15050
8	1	Pressure Transmitter: ▪ PIT-1 ▪	15050
9	2	Ultrasonic Level Transmitter ▪ ULT-1 ▪ UTL-2	16000
10	2	Vault Intrusion Switch: ▪ ZS-1 ▪ ZS-2	17000
11	9	MCC Intrusion Switch: ▪ ZS-3 ▪ ZS-4 ▪ ZS-5 ▪ ZS-6 ▪ ZS-7 ▪ ZS-8 ▪ ZS-9 ▪ ZS-10 ▪ ZS-11 ▪ ZS-12	17000
12	2	Vault Float Switch: ▪ LSH-1 ▪ LSH-2	SS-4 16000
13	2	Pump Low Float Switch: ▪ LSL-1 ▪ LSL-2	SS-4 16000
14	2	Pump Emergency High Float Switch: ▪ LSH-11 ▪ LSH-21	SS-4 16000
15	Lot	MCC Spare Parts: ▪ Two (2) fuses of each size and type ▪ One (1) auxiliary relay ▪ One (1) control transformer ▪ Twelve (12) indicating lamps ▪ Two (2) contactors of each size used ▪ Two (2) overload relays of each size used	16920

Item	Qty	Description
16	Lot	Professional Services: <ul style="list-style-type: none"> ▪ Project Management ▪ Engineering – engineered shop drawings, equipment schematics, engineered submittals, technical data, as-built documentation, project records, O&M Manuals, Arch Flash Hazard Study, and seismic calculations ▪ Manufacturing Services – fabrication, manufacturing, assembly, equipment wiring, and factory testing ▪ PLC Programming ▪ OIT Programming ▪ SCADA - Integration into City’s (E) SCADA system ▪ Product Startup Services – product quality review, verification of product installation, product parameter adjustments, product programming, software upload/download as required, product function check tests, and product startup of TESCO equipment only ▪ 24 Hours Onsite Training (<i>Spec 17000</i>)
		17000
		TOTAL (including applicable sales tax): \$652,175.00
		<i>Bid Item E6 – Furnish Mag Flow Meter: \$10,665.30</i>
		<i>Bid Item E16 – Furnish Switchgear: \$218,059.32</i>
		<i>Bid Item E17 – Furnish MCC: \$211,328.30</i>
		<i>Bid Item E20 – Furnish Instrumentation: \$36,454.63</i>
		<i>Bid Item E22 – Coordination & Arch Flash Study: \$22,041.31</i>
		<i>Bid Item E24 – PLC Programming, SCADA Integration & Start Up: \$82,290.34</i>
		<i>Bid Item E25 – Start Up Services & Testing: \$32,521.00</i>
		<i>Bid Item E27 – O&M Manuals and City Staff Training: \$38,814.80</i>

Billing Milestones

<i>Project Stage:</i>	<i>Progress Payment:</i>
Project Initialization.....	10%
Engineered Product Submittals Furnished	15%
Internal Factory Testing / Ready to Ship	60%
Deployment, Field Verification, & Startup	10%
Project Closeout	5%

Project Bid Clarifications

- **NOTE: Startup services are included for TESCO provided equipment only, other equipment start up is by others**
- Unless otherwise indicated by the Scope of Work above, quote is to **furnish only** and does not include any trade labor, trade work, construction work, site improvement, contractor services, or any trade installation services. Any trade labor and/or related trade work shall be performed by others/contractor.
- Unless otherwise indicated by the Scope of Work above, the following is **not** included within this quotation:
 - **Onsite installation of supplied instruments/EQ listed above**
 - **Onsite installation of roof mounted Cellular Antenna**
 - **Onsite installation of any float level switches, level transmitters and flow measuring devices**

- **Onsite installation of PLC panel, Power Distribution Panels, switchboard, Generator Receptacle, VFD's or Metered Pedestals**
- **Onsite installation of 3 Position Switch or ATI Generator Docking Station**
- **Supply or onsite installation of any pumps, motors, connection conduits and conductors**
- Conduit, field wire, tubing, or basic trade installation materials (brackets, screws, bolts, j-box, stanchions, pull-box, etc.)
- Instrumentation mounting components, brackets, stanchions, sunshields, etc.
- Local control stations and/or field mounted disconnects.
- Instrumentation, devices, components, or equipment not specifically identified in the above quotation.
- Fiber optic patch panels, cable, splicing or terminations.
- Networking infrastructure or architecture modifications to existing facilities.
- Any 3rd party testing, harmonic testing/analysis, protective device coordination study, short-circuit analysis, or Arc-Flash Risk Assessment (AFRA) services.
- Electrical interconnection diagrams for equipment not furnished by TESCO.
- ISA process control loop diagrams.
- Signal loop diagrams for equipment not furnished by TESCO.

Terms and Conditions

- Addendums Acknowledged: **6**
- Quote is firm for **30 days** unless otherwise stated.
- Submittals:
 - Product/Equipment Submittals: Initial equipment submittal(s) "schedule" to be provided approximately **06** weeks after receipt of purchase order or written notice of intent. Lead-time for this "schedule" may be subject to delays imposed by 3rd party submittal providers. Submittal "schedule" will list all project submittals and will indicate lead-times for each product/equipment submittal. Generation of submittal(s) may be subject to availability of specified material components; supply-chain constraints may impact material item selections, therefore, may impact submittal lead-times.
 - Information Submittals: Information Submittals are dependent on the approval of Product/Equipment Submittals. An updated Submittal Schedule will be provided after receiving approval of corresponding Product/Equipment Submittal showing schedule and lead-times for Information Submittals.
- Submittals: Initial equipment submittal(s) to be provided approximately **16-20** weeks after receipt of purchase order or written notice of intent; however, generation of submittal(s) will be contingent on supply-chain availability and variability for material components which may impact material item selections affecting submittal lead-times, therefore lead-times are subject to change without notice.
- Delivery: Initial shipment(s) anticipated to commence approximately **40-44** weeks minimum after Product/Equipment Submittal approval; however, delivery schedule(s) will be contingent on supply-chain availability and variability for material component selections, therefore, lead-times are subject to change. Delivery schedules will be confirmed and provided after receiving Product/Equipment Submittals approval.
- Lead-Time & Supply Chain Impacts: Due to the supply chain impacts imposed by the pandemic, all quoted lead-times are subject to change.
- Storage Terms: Any item of the product on which shipment is delayed by Buyer may be placed in storage by Seller at Buyer's expense and risk. If a delay in shipment is requested by Buyer after an order has been entered and accepted:
 - a. No charge will be made if the request for delay is made more than six (6) weeks before acknowledged shipping date and the requested delay is for a period not in excess of thirty (30) days.
 - b. A charge will be made if the requested delay exceeds a period of thirty (30) days or if the request is made within six (6) weeks of the acknowledged shipping date. Seller will advise Buyer of the charge within ten (10) days of receiving Buyer's request for delay.
 - c. If the product is within six (6) weeks of the acknowledged shipping date, then Seller has the option of completing, invoicing and storing the product and charging one and one-half percent (1.5%) per month, or

the maximum percentage permitted by law, whichever is lesser, of the established price for such product, plus storage cost.

- TESCO price is Ex Works (EXW) per INCOTERMS, freight allowed.
- Product startup will commence once the product is properly installed and powered up. If buyer requests or schedules product startup and seller is unable to conduct startup due to product not being properly installed, powered, or ready for startup (including being put into full service or full operation), then a fee of \$1500 will be charged to buyer to remobilize seller for product startup.
- TESCO carries liability insurance, with full worker's compensation coverage.
- TESCO warranties against defect in design workmanship and materials for a period of one year from date of product startup, and does not exceed 18 months from the date of shipment from the factory.
- Unless otherwise stated above, price does not include any sales tax, use tax, or applicable fees; please apply any taxes and/or fees as appropriate. Please note that all invoices will include sales tax where applicable.
- Invoices will be billed in accordance with a customer-approved schedule of values and customer-approved pay application.
- Terms are net 45 days on approved credit. Shipment release requires the following:
 - Accounts with sub-par credit will require 50% down-payment upon order and 50% payment at pickup (prior to shipment).
 - Accounts with approved credit, all milestone progress payments must be current for releasing shipment or deploying services.
- Interest will be applied to all past due invoices. Buyer shall pay to Seller all invoiced amount within forty-five (45) calendar days from the date of such invoice. Flow-down provisions are not accepted. In the event any payment becomes past due, Buyer shall pay interest on all late payments, calculated daily and compounded monthly at the rate of 1.5% per month. Buyer shall also reimburse Seller for all reasonable costs incurred by Seller in collecting any late payments, including attorneys' fees and court costs.
- Price Escalation: If between the proposal date and actual procurement and through no fault of the Seller, the relevant cost of labor, material, freight, tariffs, and other Seller costs combined relating to the contract, increase by greater than 2.5% of the overall contract price, then the contract price shall be subject to escalation and increased. Such increase shall be verified by documentation and the amount of contract price escalation shall be calculated as either the actual increased cost to the Seller or, if agreed by the Parties, the equivalent increase of a relevant industry recognized third-party index, and in both cases without any additional profit or margin being added.
- All merchandise sold is subject to lien laws.
- A processing fee of up to 4% will be added for credit card payments.
- TESCO's liabilities shall not exceed 10% of TESCO's total order value.
- Final retention to be paid within 10 days after the project notice of completion.

Please feel free to contact us at (916) 395-8800 to discuss any questions or comments you may have regarding this quotation.

Sincerely,

TESCO CONTROLS



Ted Reynolds
Sales Estimator II
treynolds@tescocontrols.com



ORANGE COUNTY
CLERK-RECORDER
CEQA FILING COVER SHEET

30-10|24|2023-0911

Recorded in Official Records, Orange County
Hugh Nguyen, Clerk-Recorder



NO FEE

* \$ R 0 0 1 4 6 1 9 3 0 8 \$ *
202385000923 11:18 am 10/24/23
477 VitIdx Z01
0.00 50.00 0.00 0.00 0.00 0.00 0.00 0.00

Complete and attach this form to each CEQA Notice filed with the County Clerk-Recorder
TYPE OR PRINT CLEARLY

Project Title

CYPRUS SHORE GRADING, STORM DRAIN AND SEWER STATION
IMPROVEMENTS, PROJECT NO. 12004 & 12210

Check Document being Filed:

- Environmental Impact Report (EIR)
- Mitigated Negative Declaration (MND) or Negative Declaration (ND)
- Notice of Exemption (NOE)
- Other (Please fill in type):

FILED

OCT 24 2023

ORANGE COUNTY CLERK-RECORDER DEPARTMENT

BY: C. C DEPUTY

FILED IN THE OFFICE OF THE ORANGE
COUNTY CLERK-RECORDER ON October 24, 2023
Posted for 30 days
DEPUTY CARINA CORTES

Filing fees are due at the time a Notice of Determination/Exemption is filed with our office. For more information on filing fees and No Effect Determinations, please refer to California Code of Regulations, Title 14, section 753.5.

Notice of Exemption

Form D

To:

From: (Public Agency) City of San Clemente
Engineering Division, 910 Calle Negocio, Suite 100
San Clemente, CA. 92673; Attn: Belgin Cuhadaroglu
(Address)

County Clerk
County of Orange
12 Civic Center Plaza, P.O. Box 238
Santa Ana, CA 92701

Project Title: CYPRUS SHORE GRADING, STORM DRAIN AND SEWER STATION IMPROVEMENTS, PROJECT NO. 12004 & 12210

Project Location - Specific:

The coastal bluff movement beginning in fall 2021 impacted City owned sewer lift station and storm drain system. The city will restore the damaged pipelines and Sewer Lift Station to their original conditions. Project site is located in City of San Clemente within the Cyprus Shore HOA, in the vicinity of Avenida De Las Palmera and Calle Ariana intersection.

Project Location - City: San Clemente Project Location - County: Orange

Description of Nature, Purpose and Beneficiaries of Project:

The existing sewer lift station and storm drain system have been compromised due to the coastal bluff movement at Cyprus Shore and need to be repaired to continue providing services. Work generally includes replacement of 216 linear feet of 42-inch in kind, and 168 linear feet of new 24-inch storm drain pipe for laterals; construction of 6 new catch basins to reduce the existing surface flows reaching the impacted slope failure; construction of 1,100 linear feet of PVC sewer force main in-kind within Calle Ariana; replacing some existing sewer lift station components; construction of nine 30-inch diameter concrete caissons (40 feet long) for local stability. Work also includes limited grading, and construction of curb and gutter and asphalt paving. This work does not propose a land use change.

Name of Public Agency Approving Project: City of San Clemente
Name of Person or Agency Carrying Out Project: City of San Clemente

FILED

Exempt Status: (check one)

- Ministerial (Sec. 21080(b)(1); 15268);
- Declared Emergency (Sec. 21080(b)(3); 15269(a));
- Emergency Project (Sec. 21080(b)(4); 15269(b)(c));
- Categorical Exemption. State type and section number: Section 15302, Class 2
- Statutory Exemptions. State code number: _____

OCT 24 2023

ORANGE COUNTY CLERK-RECORDER DEPARTMENT

BY: C.C DEPUTY

Reasons why project is exempt:

Consistent with Section 15302, the proposed project will replace and reconstruct existing sewer lift station, existing sewer force main, and existing damaged storm drain in the Cyprus Shore community area, in the vicinity of Avenida de Las Palmera and Calle Ariana intersection.

Lead Agency
Contact Person: David T. Rebensdorf Area Code/Telephone/Extension: (949) 361-6130

If filed by applicant:

1. Attach certified document of exemption finding.
2. Has a Notice of Exemption been filed by the public agency approving the project? Yes No

Signature: [Signature] Date: 10/19/2023 Title: Public Works Director

- Signed by Lead Agency
 - Signed by Applicant
- Date received for filing at OPR: _____

Revised 2005