

City of San Diego

CONTRACTOR'S NAME: W.A. Rasic Construction Company, Inc.
ADDRESS: 4150 Long Beach Blvd., Long Beach, CA 90807
TELEPHONE NO.: _____ **FAX NO.:** _____
CITY CONTACT: Stephen Samara, Principal Contract Specialist, Email: SSamara@sandiego.gov
Phone No. (619) 533-3619
F. Amarillas / R. W. Bustamante / R. Dinjotian

FINAL

BIDDING DOCUMENTS



FOR

NORTH CITY PURE WATER PIPELINE

BID NO.: K-21-1744-DBB-3-A
SAP NO. (WBS/IO/CC): B-16035, B-17153
CLIENT DEPARTMENT: 2000
COUNCIL DISTRICT: 1, 5, 6
PROJECT TYPE: KA

THIS CONTRACT WILL BE SUBJECT TO THE FOLLOWING:

- PROJECT LABOR AGREEMENT (PLA)
- PHASED-FUNDING
- FEDERAL EQUAL OPPORTUNITY CONTRACTING REQUIREMENTS.
- ELIGIBLE FOR JOINT VENTURE PREQUALIFICATION STATUS (see Instructions to Bidders)
- PREVAILING WAGE RATES: STATE FEDERAL
- SKILLED AND TRAINED WORKFORCE
- THIS IS A CASRF AND EPA FUNDED CONTRACT THROUGH THE STATE OF CALIFORNIA AND ENVIRONMENTAL PROTECTION AGENCY AND UNITED STATES ENVIRONMENTAL PROTECTION AGENCY UNDER THE FEDERAL WATER INFRASTRUCTURE FINANCE AND INNOVATION ACT (WIFIA), PROP 68, AND BUREAU OF RECLAMATION (BOR).

BID DUE DATE:

2:00 PM

JANUARY 20, 2021

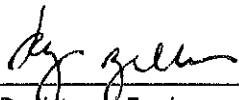
CITY OF SAN DIEGO'S ELECTRONIC BIDDING SITE, PLANETBIDS

<http://www.sandiego.gov/cip/bidopps/index.shtml>

ENGINEER OF WORK

AC WATER GROUP 1038

The engineering Specifications and Special Provisions contained herein have been prepared by or under the direction of the following Registered Engineers:



1) Registered Engineer

11/23/20
Date

Seal:





2) For City Engineer

11/23/20
Date

Seal:

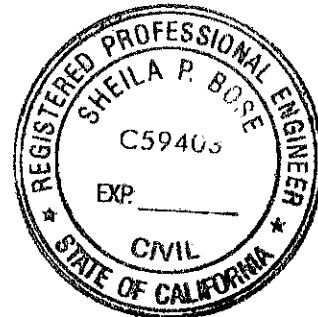


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REQUIRED DOCUMENTS SCHEDULE DURING BIDDING AND AWARDING

The Bidder's attention is directed to the City's Municipal Code §22.0807(e), (3)-(5) for important information regarding grounds for debarment for failure to submit required documentation.

The specified Equal Opportunity Contracting Program (EOCP) forms are available for download from the City's web site at:

<http://www.sandiego.gov/eoc/forms/index.shtml>

FEDERAL DOCUMENTS SUBMITTAL REQUIREMENTS

ITEM	DOCUMENT TO BE SUBMITTED	WHEN DUE	FROM
1.	Bid Bond (PDF via PlanetBids)	At Time of Bid	ALL BIDDERS
2.	Contractors Certification of Pending Actions	At Time of Bid	ALL BIDDERS
3.	List of Subcontractors for Alternate Items	At Time of Bid	ALL BIDDERS
4.	Mandatory Disclosure of Business Interests	At Time of Bid	ALL BIDDERS
5.	Debarment and Suspension Certification for Prime Contractors	At Time of Bid	ALL BIDDERS
6.	Debarment and Suspension Certification for Subcontractors, Suppliers & Mfgs	At Time of Bid	ALL BIDDERS
7.	Disclosure of Lobbying Activities	At Time of Bid	ALL BIDDERS
8.	Form 4500-3: DBE Subcontractor Performance Form	At Time of Bid	ALL BIDDERS
9.	Form 4500-4: DBE Subcontractor Utilization Form	At Time of Bid	ALL BIDDERS
10.	Commitment to Comply with Skilled and Trained Workforce Certification Form	At Time of Bid. See Notice Inviting Bids, Section 8	ALL BIDDERS
11.	Bid Bond (Original)	By 5PM, 4 Working Days After Bid Opening	ALL BIDDERS
12.	Federal Good Faith Documentation	By 5PM, 4 Working Days After Bid Opening	ALL BIDDERS

ITEM	DOCUMENT TO BE SUBMITTED	WHEN DUE	FROM
13.	Form AA61 – List of Work Made Available	Within 4 working days of bid opening with good faith effort documentation	ALL BIDDERS
14.	Form AA62 – Summary of Bids Received	By 5PM, 4 Working Days after Bid Opening With Good Faith Effort Documentation	ALL BIDDERS
15.	Form AA63 – Good Faith Effort List of Subcontractors Solicited	By 5PM, 4 Working Days after Bid Opening With Good Faith Effort Documentation	ALL BIDDERS
16.	Escrow Bid Document. See Attachment H	By 5PM, 4 Working Days after Bid Opening	ALL BIDDERS
17.	Phase Funding Schedule Agreement	Within 10 Working Days of receipt by the bidder of the Notice of Intent to Award	AWARDED BIDDER
18.	If the Contractor is a Joint Venture: <ul style="list-style-type: none"> • Joint Venture Agreement • Joint Venture License 	Within 10 Working Days of receipt By bidder of contract forms	AWARDED BIDDER
19.	OCIP Credit Worksheet. See Notice Inviting Bids, Section 18.	Within 10 Working Days of receipt by bidder of contract forms and Notice of Intent to Award	AWARDED BIDDER
20.	Payment & Performance Bond: Certificates of Insurance & Endorsements	Within 10 Working Days of receipt by bidder of contract forms and Notice of Intent to Award	AWARDED BIDDER

ITEM	DOCUMENT TO BE SUBMITTED	WHEN DUE	FROM
21.	Signed Contract Agreement Page	Within 3 working days of receipt by bidder of Contract Agreement	AWARDED BIDDER
22.	PLA Forms. See Attachment I	Within 10 Working Days of Notice of Intent to Award	AWARDED BIDDER
23.	OCIP Insurance Enrollment Form. See Attachment E, Section 5-4.4, "Information to Be Provided by Successful Bidder After Contract Award".	Within 15 Working Days of Notice of Intent to Award	AWARDED BIDDER
24.	Skilled and Trained Workforce Certification Forms	Monthly. See Notice Inviting Bids, Section 8	AWARDED BIDDER
25.	Form UR-334: California State Revolving Funds (CASRF)	Annually. See Attachment D requirements.	AWARDED BIDDER
26.	Form 4500-2: DBE Subcontractor Participation Form	See Attachment D requirements.	AWARDED BIDDER

NOTICE INVITING BIDS

1. **SUMMARY OF WORK:** This is the City of San Diego's (City) solicitation process to acquire Construction services for **North City Pure Water Pipeline**. For additional information refer to Attachment A.
2. **FULL AND OPEN COMPETITION:** This solicitation is subject to full and open competition and may be bid by Contractors on the City's approved Prequalified Contractors List. For information regarding the Contractors Prequalified list visit the City's web site: <http://www.sandiego.gov>.
3. **ESTIMATED CONSTRUCTION COST:** The City's estimated construction cost for this project is **\$138,010,000**.
4. **BID DUE DATE AND TIME ARE: JANUARY 20, 2021 at 2:00 PM.**
5. **PREVAILING WAGE RATES APPLY TO THIS CONTRACT:** Refer to Attachment D.
6. **LICENSE REQUIREMENT:** To be eligible for award of this contract, Prime contractor must possess the following licensing classification: **A**
 - 6.1. **ADDITIONAL LICENSE REQUIREMENTS:** See Technical Specifications Section 26 42 00 for **C-54** requirement. See **Appendix L - Long-Term Maintenance and Monitoring Agreement** for **C-27** requirement.
7. **ESCROW BID DOCUMENT APPLY TO THIS CONTRACT:** Refer to Attachment H.
8. **SKILLED AND TRAINED WORKFORCE LABOR REQUIREMENTS:**
 - 8.1. The Contractor and its subcontractors at every tier shall use a skilled and trained workforce to perform all work on the project or contract that falls within an apprenticeable occupation in the building and construction trades, as set forth in 8California Public Contract Code section 2601, including the exceptions in sections 2601(d)(5) and 2601 (d)(6). Contractor shall provide to the City a report demonstrating compliance with this section on a monthly basis, to be included with monthly pay requests. The City may withhold progress payments or retention in accordance with California Public Contract Code section 2602(b) if the Contractor fails to provide the monthly report required by this section, provides a report that is incomplete, or provides a report that does not demonstrate compliance with this section. Payment may be withheld until the Contractor provides a plan to achieve substantial compliance with this section prior to completion of the contract that is acceptable to the City, with respect to the relevant apprenticeable occupation.

This section references provisions of the California Public Contract Code for convenience only. The City is not electing to incorporate other provisions of Chapter 2.9 of the California Public Contract Code not referenced herein, including but not limited to provisions for State enforcement. Instead, failure to comply with this section is considered a material breach of this contract which could affect the Contractor's ability to perform future work for the City pursuant to Chapter 2, Article 2, Division 8 of the San Diego Municipal Code regarding debarment.

8.2. Submittal Requirements

Contracts must submit proof of a Commitment to Comply with Skilled and Trained Workforce Requirements at bid due date. Contractor and its subcontractors at every tier will use a skilled and trained workforce to perform all work on the project or a contract that falls within an apprenticeship occupation in the building and construction trades in accordance with Chapter 2.9 (commencing with Section 2600) of Part 1 of Division 2 of the Public Contract Code. City will monitor Contractor's compliance with these requirements and Contractor, on behalf of itself and its subcontractors at every tier, shall provide on a monthly basis a Skilled and Trained Workforce Certification Form and Skilled and Trained Workforce Monthly Compliance Report demonstrating compliance. If the monthly Skilled and Trained Workforce Certification Form and Monthly Compliance Report are not provided within 30 days or if Contractor provides a report that is incomplete, City shall withhold further payments until a complete report is provided. If the Skilled and Trained Workforce Certification form does not establish compliance with Section 132354.7, City shall withhold further payments until Contractor provides a plan to achieve substantial compliance with the skilled and trained workforce requirements, with respect to the relevant apprenticeable occupation, prior to the completion of the project. Any withholding will be released for payment on the monthly estimate for partial payments next following the date that all the satisfactory compliance of the requirements for which the retention was made are submitted.

9. VETERANS OUTREACH:

Military veterans bring unique skills to City projects due to their mission-oriented training and experience, and dedication to the job. The City desires to facilitate the entry into the building and construction trades for veterans interested in careers in the industry. Within (30) days after notice that it is the apparent low bidder. Contractor shall contact "Helmets to Hardhats" or "UA Veterans in Piping" on behalf of itself and its subcontractors, for potential job referrals and employment of veterans on the project. Contractor may contact other veterans programs in its discretion, but if neither of the above referenced programs are contacted, the Contractor must receive prior written approval from the City that it is an equivalent veterans program. Contacting multiple veterans programs is highly encouraged, but not required. Within ninety (90) days after issuance of a Notice to Proceed for construction of the project. Contractor shall provide the City with a written report detailing the veterans programs contacted, opportunities offered by the Contractor and its subcontractors, applications received and for what construction trades, and how many veterans were hired through the programs. Hiring veterans to work on the project is not mandatory, but information received from the Contractor may be used by the City in the future to develop a veteran's outreach program for City contracting.

10. BUSINESS COOPERATION TAX PROGRAM:

You must exercise your right to obtain a California State of Board of Equalization (BOE) sub-permit for the jobsite and allocate all eligible Bradley-Burns Uniform Local Sales and Use Tax (Use Tax) to the City. The Contractor and Subcontractors who meet the minimum California Department of Tax and Fee Administration (CDTFA) contract threshold (currently \$5M) and who are purchasing materials and/or fixtures over \$100,000 in value, must apply for a jobsite sub-permit (job-site specific sellers permit), prior to NTP. You will ensure that all eligible subcontractors will exercise their right to obtain this BOE sub-submit and allocate all eligible Use

Tax to the City. The City will not issue a notice to proceed unless you and your eligible subcontractors have obtained this sub-permit from the BOE. If there is added work at a later date that meets this criteria the same process shall apply prior to purchasing material and/or fixtures for added work. And it will also be part of the close-out process (permit closeout). More information on obtaining this permit can be found by contacting the local BOE office.

11. PROJECT LABOR AGREEMENT (PLA):

As a condition of final contract award, the Awarded Bidder must sign and execute a Letter of Assent to the Project Labor Agreement that the City has negotiated which is listed as "Attachment A" to the Project Labor Agreement. A copy of the Project Labor Agreement is attached as **ATTACHMENT I** to this Contract. See also Attachment E SSP, Section 5-3.6, "Project Labor Agreement".

12. SUBCONTRACTING PARTICIPATION PERCENTAGES:

12.1. The City affirms that in any contract entered into pursuant to this advertisement, DBE firms will be afforded full opportunity to submit Bids in response to this invitation.

12.2. This Federally assisted project includes subcontracting participation percentages for DBE participation. DBE goal commitments and Good Faith Efforts (GFE) shall be made prior to bidding. DBE commitments and GFE made after the Bid opening will not be considered for the Award of Contract.

12.3. This project is subject to the federal equal opportunity regulations and the following requirements. The City reserves the right to audit the Contractor's compliance with the federal requirements set forth below.

12.4. Following are federally subcontracting participation percentages for this contract. For the purpose of achieving the subcontractor participation percentage, Additive or Deductive, and Type II Allowance Bid Items will not be included in the calculation.

12.5. Environmental Protection Agency (EPA) - In accordance with EPA's Program for Utilization of Small, Minority Disadvantaged and Women Business Enterprises in procurement under Federal assistance programs, the Contractor agrees to the applicable "fair share" objectives negotiated with EPA as follows:

12.6. California State Water Resources Control Board - Clean Water State Revolving Fund (CWSRF):

		MBE*	WBE*
1.	Construction	2%	1%
2.	Supplies	1%	1%
3.	Services	1%	1%
4.	Equipment (combined in above)	1%	1%

Note: MBEs and WBEs must be certified by EPA, SBA, DOT or by state, local, Tribal, or private entities whose certification criteria match EPAs in order to be counted toward MBE/WBE accomplishments. MBEs and WBEs are a part of the larger universe of DBEs.

12.7. If the Bidder fails any of the following conditions, the Bid **SHALL be declared non-responsive:**

1. Submission of GFE documentation, as specified in Attachment D.
 - a) Bidder's submission of Good Faith Effort documentation, saved in searchable portable Document Format (PDF) and stored on Universal Serial Bus (USB) Type-A, Compact Disc (CD) or Digital Video Disc (DVD), demonstrating the Bidder made a good faith effort to outreach to and include DBE Subcontractors shall be submitted by 5 PM, 4 Working Days after the Bid opening.
 - b) Due to circumstances related to Covid-19, until further notice, all submittals in searchable PDF shall be submitted electronically within the prescribed time identified in the contract documents via a File Cloud link provided by the Contract Specialist to all bidders.
2. Attending the Pre-Bid Meetings.

13. MANDATORY ONLINE PRE-BID MEETING VIA GOTOMEETING:

Bidders are required to attend a Pre-Bid Meeting. Two mandatory online pre-bid meetings will be held.

The **First** Meeting will be on: **Thursday, December 10 at 10:00 AM** at GoToMeeting.

Please join the pre-bid meeting from your computer, tablet or smartphone.

<https://global.gotomeeting.com/join/925425613>

You can also dial in using your phone.

United States: +1 (646) 749-3122

Access Code: 925-425-613

The **Second** meeting will be on: **Monday, December 14 at 10:00 AM** at GoToMeeting.

Please join the pre-bid meeting from your computer, tablet or smartphone.

<https://global.gotomeeting.com/join/389088245>

You can also dial in using your phone.

United States: +1 (646) 749-3122

Access Code: 389-088-245

New to GoToMeeting? Get the app now and be ready when your first meeting starts:

<https://global.gotomeeting.com/install/883640213>

Please Note: You will need to join the meeting with a computer, tablet or smartphone with the GoToMeetings App in place in order to sign in via the Chat feature as attendance at the meeting will be evidenced by the Chat sign-in. The Chat feature will also be used for attendees to ask any questions.

The purpose of the meetings is to discuss the scope of the project, submittal requirements, the pre-qualification process, the Project Labor Agreement requirements, OCIP requirements, and Equal Opportunity Contracting Program requirements and reporting procedures. Failure to attend **ONE** of the Mandatory Pre-Bid Meeting may result in the Bid being deemed non-responsive.

Upon entering the meeting, all attendees **must** use the chat feature to sign in with the following information: Name of firm, Attendee's name, Phone number, and Email address.

The GoToMeetings will open thirty minutes prior to the start times listed above to allow the attendees the opportunity to sign in by the deadline.

Bidders may not be admitted after the specified start time of the mandatory Pre-Bid Meeting.

14. AWARD PROCESS:

- 14.1.** The Award of this contract is contingent upon the Contractor's compliance with all conditions of Award as stated within these documents and within the Notice of Intent to Award.
- 14.2.** Upon acceptance of bids and determination of the apparent low bidder, the City will prepare the contract documents for execution within approximately 21 days of the date of the bid opening. The City will then award the contract upon receipt of properly signed Contract, bonds, and insurance documents.
- 14.3.** This contract will be deemed executed and effective only upon the signing of the Contract by the Mayor or his designee and approval as to form by the City Attorney's Office.
- 14.4.** The low Bid will be determined by the Base Bid plus all the Alternates.
- 14.5.** Once the low bid has been determined, the City may, at its sole discretion, award the contract for the Base bid alone or for the Base bid plus one or more alternates.

15. SUBMISSION OF QUESTIONS:

- 15.1.** The Director (or Designee) of the Engineering & Capital Projects Department is the officer responsible for opening, examining, and evaluating the competitive Bids submitted to the City for the acquisition, construction and completion of any public improvement except when otherwise set forth in these documents. Any questions related to this solicitation shall be submitted to:

Stephen Samara at ssamara@sandiego.gov

- 15.2.** Questions received less than 14 days prior to the date for opening of Bids may not be considered.
- 15.3.** Questions or clarifications deemed by the City to be material shall be answered via issuance of an addendum and posted to the City's online bidding service.

- 15.4.** Only questions answered by formal written addenda shall be binding. Oral and other interpretations or clarifications shall be without legal effect. It is the Bidder's responsibility to be informed of any addenda that have been issued and to include all such information in its Bid.
- 16. SUPPLEMENTAL AGREEMENTS:** Supplemental agreements attached to this contract for items of Work such as revegetation maintenance/monitoring shall be signed by the BIDDER at time of award of the primary BID. The signed agreements shall be accompanied by the proper bonds and insurance as specified in 1-7.2., "CONTRACT BONDS," 5-4, "INSURANCE," and 5-4.11 WORKERS' COMPENSATION INSURANCE. Bonds shall be in the amount of the total Contract Price for all Work including the supplemental agreements.
- 16.1. Partial Release of Performance Bond and Labor and Materialmen's Bond:** For information regarding partial release of bonds for this Contract, see Supplementary Special Provisions, **Appendix L - Long-Term Maintenance and Monitoring Agreement.**
- 17. PHASED FUNDING:** For Phased Funding Conditions, see Attachment B.
- 18. ADDITIVE/DEDUCTIVE ALTERNATES:**
- 18.1.** The additive/deductive alternates have been established to allow the City to compare the cost of specific portions of the Work with the Project's budget and enable the City to make a decision whether to incorporate these portions prior to award. The award will be established as described in the Bid. The City reserves the right to award the Contract for the Base Bid only or for the Base Bid plus one or more Alternates.
- 18.2.** For water pipeline projects, the Plans typically show all cut and plug and connection work to be performed by City Forces. However, Bidders shall refer to Bidding Documents to see if all or part of this work will be performed by the Contractor.
- 19. OWNER CONTROLLED INSURANCE PROGRAM (OCIP):** The City has implemented an Owner Controlled Insurance Program (OCIP) for its Pure Water Projects. In this OCIP, the City furnishes Workers' Compensation, General, Excess, Pollution Liability and Builder's Risk insurance associated with construction of the Work, as detailed in Attachment E, Section 5 - LEGAL RELATIONS AND RESPONSIBILITIES. Bidders, as well as all of their subcontractors, with a subcontract amount of greater than one half of one percent of the Contractors bid amount shall complete OCIP credit worksheets. Bidders shall submit these OCIP credit worksheets, including OCIP credit worksheets obtained from all their subcontractors, within 10 Working Days of receipt by bidder of contract forms and Notice of Intent to Award. **Compliance with OCIP credit worksheet requirements shall be a condition for award.**

INSTRUCTIONS TO BIDDERS

1. PREQUALIFICATION OF CONTRACTORS:

- 1.1. Contractors submitting a Bid must be pre-qualified for the total amount proposed, including all alternate items, prior to the date of submittal. Bids from contractors who have not been pre-qualified as applicable and Bids that exceed the maximum dollar amount at which contractors are pre-qualified may be deemed **non-responsive** and ineligible for award.
- 1.2. The completed application must be submitted online no later than 2 weeks prior to the bid opening.
- 1.3. **Joint Venture Bidders Cumulative Maximum Bidding Capacity:** For projects with an engineer's estimate of \$30,000,000 or greater, Joint Ventures submitting bids may be deemed responsive and eligible for award if the cumulative maximum bidding capacity of the individual Joint Venture entities is equal to or greater than the total amount proposed.
 - 1.3.1. Each of the entities of the Joint Venture must have been previously prequalified at a minimum of \$15,000,000.
 - 1.3.2. Bids submitted with a total amount proposed of less than \$30,000,000 are not eligible for Cumulative Maximum Bidding Capacity prequalification. To be eligible for award in this scenario, the Joint Venture itself or at least one of the Joint Venture entities must have been prequalified for the total amount proposed.
 - 1.3.3. Bids submitted by Joint Ventures with a total amount proposed of \$30,000,000 or greater on a project with an engineer's estimate of less than \$30,000,000 are not eligible for Cumulative Maximum Bidding Capacity prequalification.
 - 1.3.4. The Joint Venture designated as the Apparent Low Bidder shall provide evidence of its corporate existence and furnish good and approved bonds in the name of the Joint Venture within 14 Calendar Days of receipt by the Bidder of a form of contract for execution.
- 1.4. Complete information and links to the on-line prequalification application are available at:
<http://www.sandiego.gov/cip/bidopps/prequalification>
- 1.5. Due to the City's responsibility to protect the confidentiality of the contractors' information, City staff will not be able to provide information regarding contractors' prequalification status over the telephone. Contractors may access real-time information about their prequalification status via their vendor profile on [PlanetBids™](#).

2. **ELECTRONIC FORMAT RECEIPT AND OPENING OF BIDS:** Bids will be received in electronic format (eBids) EXCLUSIVELY at the City of San Diego's electronic bidding (eBidding) site, at: <http://www.sandiego.gov/cip/bidopps/index.shtml> and are due by the date, and time shown on the cover of this solicitation.
- 2.1. **BIDDERS MUST BE PRE-REGISTERED** with the City's bidding system and possess a system-assigned Digital ID in order to submit an electronic bid.
- 2.2. The City's bidding system will automatically track information submitted to the site including IP addresses, browsers being used and the URLs from which information was submitted. In addition, the City's bidding system will keep a history of every login instance including the time of login, and other information about the user's computer configuration such as the operating system, browser type, version, and more. Because of these security features, Contractors who disable their browsers' cookies will not be able to log in and use the City's bidding system.
- 2.3. The City's electronic bidding system is responsible for bid tabulations. Upon the bidder's or proposer's entry of their bid, the system will ensure that all required fields are entered. **The system will not accept a bid for which any required information is missing.** This includes all necessary pricing, subcontractor listing(s) and any other essential documentation and supporting materials and forms requested or contained in these solicitation documents.
- 2.4. **BIDS REMAIN SEALED UNTIL BID DEADLINE.** eBids are transmitted into the City's bidding system via hypertext transfer protocol secure (https) mechanism using SSL 128-256 bit security certificates issued from Verisign/Thawte which encrypts data being transferred from client to server. Bids submitted prior to the "Bid Due Date and Time" are not available for review by anyone other than the submitter who has until the "Bid Due Date and Time" to change, rescind or retrieve its proposal should it desire to do so.
- 2.5. **BIDS MUST BE SUBMITTED BY BID DUE DATE AND TIME.** Once the bid deadline is reached, no further submissions are accepted into the system. Once the Bid Due Date and Time has lapsed, bidders, proposers, the general public, and City staff are able to immediately see the results on line. City staff may then begin reviewing the submissions for responsiveness, EOCP compliance and other issues. The City may require any Bidder to furnish statement of experience, financial responsibility, technical ability, equipment, and references.
- 2.6. **RECAPITULATION OF THE WORK.** Bids shall not contain any recapitulation of the Work. Conditional Bids may be rejected as being non-responsive. Alternative proposals will not be considered unless called for.

2.7. BIDS MAY BE WITHDRAWN by the Bidder only up to the bid due date and time.

2.7.1. Important Note: Submission of the electronic bid into the system may not be instantaneous. Due to the speed and capabilities of the user's internet service provider (ISP), bandwidth, computer hardware and other variables, it may take time for the bidder's submission to upload and be received by the City's eBidding system. It is the bidder's sole responsibility to ensure their bids are received on time by the City's eBidding system. The City of San Diego is not responsible for bids that do not arrive by the required date and time.

2.8. ACCESSIBILITY AND AMERICANS WITH DISABILITIES ACT (ADA) COMPLIANCE: To request a copy of this solicitation in an alternative format, contact the Engineering & Capital Projects Department Contract Specialist listed on the cover of this solicitation at least five (5) working days prior to the Bid/Proposal due date to ensure availability.

3. ELECTRONIC BID SUBMISSIONS CARRY FULL FORCE AND EFFECT:

3.1. The bidder, by submitting its electronic bid, acknowledges that doing so carries the same force and full legal effect as a paper submission with a longhand (wet) signature.

3.2. By submitting an electronic bid, the bidder certifies that the bidder has thoroughly examined and understands the entire Contract Documents (which consist of the plans and specifications, drawings, forms, affidavits and the solicitation documents), and that by submitting the eBid as its bid proposal, the bidder acknowledges, agrees to and is bound by the entire Contract Documents, including any addenda issued thereto, and incorporated by reference in the Contract Documents.

3.3. The Bidder, by submitting its electronic bid, agrees to and certifies under penalty of perjury under the laws of the State of California, that the certification, forms and affidavits submitted as part of this bid are true and correct.

3.4. The Bidder agrees to the construction of the project as described in Attachment "A-Scope of Work" for the City of San Diego, in accordance with the requirements set forth herein for the electronically submitted prices. The Bidder guarantees the Contract Price for a period of 120 days from the date of Bid opening. The duration of the Contract Price guarantee shall be extended by the number of days required for the City to obtain all items necessary to fulfill all conditions precedent.

4. BIDS ARE PUBLIC RECORDS: Upon receipt by the City, Bids shall become public records subject to public disclosure. It is the responsibility of the respondent to clearly identify any confidential, proprietary, trade secret or otherwise legally privileged information contained within the Bid. General references to sections of the California Public Records Act (PRA) will not suffice. If the Contractor does not provide applicable case law that clearly establishes that the requested information is exempt from the disclosure requirements of the PRA, the City shall be free to release the information when required in accordance with the PRA, pursuant to any other applicable law, or by order of any court or government agency, and the Contractor will hold the City harmless for release of this information.

5. CONTRACTOR REGISTRATION AND ELECTRONIC REPORTING SYSTEM:

5.1. Prior to the Award of the Contract or Task Order, you and your Subcontractors and Suppliers must register with the City’s web-based vendor registration and bid management system. For additional information go to:

<http://www.sandiego.gov/purchasing/bids-contracts/vendorreg>

5.2. The City may not award the contract until registration of all subcontractors and suppliers is complete. In the event this requirement is not met within the time frame specified in the Notice of Intent to Award letter, the City reserves the right to rescind the Notice of Award / Intent to Award and to make the award to the next responsive and responsible bidder / proposer.

6. JOINT VENTURE CONTRACTORS: Provide a copy of the Joint Venture agreement and the Joint Venture license to the City within 14 Calendar Days after receiving the Contract forms.

7. INSURANCE REQUIREMENTS:

7.1. All certificates of insurance and endorsements required by the contract are to be provided upon issuance of the City’s Notice of Intent to Award letter.

7.2. Refer to sections 5-4, “INSURANCE” of the Supplementary Special Provisions (SSP) for the insurance requirements which must be met.

8. REFERENCE STANDARDS: Except as otherwise noted or specified, the Work shall be completed in accordance with the following standards:

Title	Edition	Document Number
Standard Specifications for Public Works Construction (“The GREENBOOK”) http://www.greenbookspecs.org/	2018	PWPI010119-01
City of San Diego Standard Specifications for Public Works Construction (“The WHITEBOOK”)* https://www.sandiego.gov/ecp/edocref/greenbook	2018	PWPI010119-02
City of San Diego Standard Drawings* https://www.sandiego.gov/ecp/edocref/standarddraw	2018	PWPI010119-03
Citywide Computer Aided Design and Drafting (CADD) Standards https://www.sandiego.gov/ecp/edocref/drawings	2018	PWPI010119-04
California Department of Transportation (CALTRANS) Standard Specifications https://dot.ca.gov/programs/design/ccs-standard-plans-and-standard-specifications	2018	PWPI030119-05
CALTRANS Standard Plans https://dot.ca.gov/programs/design/ccs-standard-plans-and-standard-specifications	2018	PWPI030119-06

Title	Edition	Document Number
California Manual on Uniform Traffic Control Devices Revision 5 (CA MUTCD 2014 Rev 5) http://www.dot.ca.gov/programs/safety-programs/camutcd/camutcd-rev5	2014	PWPI042220-09
<p>NOTE: *Available online under Engineering Documents and References at: https://www.sandiego.gov/ecp/edocref/</p> <p>*Electronic updates to the Standard Drawings may also be found in the link above</p>		

9.

9. **CITY'S RESPONSES AND ADDENDA:** The City, at its discretion, may respond to any or all questions submitted in writing via the City's eBidding web site in the **form of an addendum**. No other responses to questions, oral or written shall be of any force or effect with respect to this solicitation. The changes to the Contract Documents through addenda are made effective as though originally issued with the Bid. The Bidders shall acknowledge the receipt of Addenda at the time of bid submission.

10. **CITY'S RIGHTS RESERVED:** The City reserves the right to cancel the Notice Inviting Bids at any time, and further reserves the right to reject submitted Bids, without giving any reason for such action, at its sole discretion and without liability. Costs incurred by the Bidder(s) as a result of preparing Bids under the Notice Inviting Bids shall be the sole responsibility of each bidder. The Notice Inviting Bids creates or imposes no obligation upon the City to enter a contract.

11. **CONTRACT PRICING:** This solicitation is for a Lump Sum contract with Unit Price provisions as set forth herein. The Bidder agrees to perform construction services for the City of San Diego in accordance with these contract documents for the prices listed below. The Bidder further agrees to guarantee the Contract Price for a period of 120 days from the date of Bid opening. The duration of the Contract Price guarantee may be extended, by mutual consent of the parties, by the number of days required for the City to obtain all items necessary to fulfill all contractual conditions.

12. **SUBCONTRACTOR INFORMATION:**

12.1. **LISTING OF SUBCONTRACTORS.** In accordance with the requirements provided in the "Subletting and Subcontracting Fair Practices Act" of the California Public Contract Code, the Bidder shall provide the **NAME** and **ADDRESS** of each Subcontractor who will perform work, labor, render services or who specially fabricates and installs a portion [type] of the work or improvement, in an amount in excess of 0.5% of the Contractor's total Bid. The Bidder shall also state within the description, whether the subcontractor is a **CONSTRUCTOR, CONSULTANT** or **SUPPLIER**. The Bidder shall state the **DIR REGISTRATION NUMBER** for all subcontractors and shall further state within the description, the **PORTION** of the work which will be performed by each subcontractor under this Contract. The Contractor shall list only one Subcontractor for each portion of the Work. The **DOLLAR VALUE** of the total Bid to be performed shall be stated for all subcontractors listed. Failure to comply with this requirement may result in the Bid being rejected as **non-responsive** and ineligible for award. The Bidder's attention is directed to the Special Provisions – Section 3-2, "SELF- PERFORMANCE", which stipulates the percent of the Work to be performed with the Bidders' own forces. The Bidder shall list all SLBE, ELBE, DBE, DVBE, MBE, WBE, OBE, SDB, WoSB, HUBZone, and SDVOSB Subcontractors for which Bidders are seeking recognition towards achieving any mandatory, voluntary (or

both) subcontracting participation goals.

Additionally, pursuant to California Senate Bill 96 and in accordance with the requirements of Labor Code sections 1771.1 and 1725.5, by submitting a bid or proposal to the City, Contractor is certifying that he or she has verified that all subcontractors used on this public work project are registered with the California Department of Industrial Relations (DIR). **The Bidder shall provide the name, address, license number, DIR registration number of any Subcontractor – regardless of tier** - who will perform work, labor, render services or specially fabricate and install a portion [type] of the work or improvement pursuant to the contract.

- 12.2. LISTING OF SUPPLIERS.** Any Bidder seeking the recognition of Suppliers of equipment, materials, or supplies obtained from third party Suppliers towards achieving any mandatory or voluntary (or both) subcontracting participation goals shall provide, at a minimum, the **NAME, LOCATION (CITY), DIR REGISTRATION NUMBER** and the **DOLLAR VALUE** of each supplier. The Bidder will be credited up to 60% of the amount to be paid to the Suppliers for materials and supplies unless vendor manufactures or substantially alters materials and supplies, in which case, 100% will be credited. The Bidder is to indicate within the description whether the listed firm is a supplier or manufacturer. If no indication is provided, the listed firm will be credited at 60% of the listed dollar value for purposes of calculating the Subcontractor Participation Percentage.
- 12.3. LISTING OF SUBCONTRACTORS OR SUPPLIERS FOR ALTERNATES.** For subcontractors or suppliers to be used on additive or deductive alternate items, in addition to the above requirements, bidder shall further note "ALTERNATE" and alternate item number within the description.
- 13. SUBMITTAL OF "OR EQUAL" ITEMS:** See Section 4-6, "Trade Names" in The WHITEBOOK and as amended in the SSP.
- 14. AWARD:**
- 14.1.** The Award of this contract is contingent upon the Contractor's compliance with all conditions precedent to Award.
- 14.2.** Upon acceptance of a Bid, the City will prepare contract documents for execution within approximately 21 days of the date of the Bid opening and award the Contract approximately within 7 days of receipt of properly executed Contract, bonds, and insurance documents.
- 14.3.** This contract will be deemed executed and effective only upon the signing of the Contract by the Mayor or his designee and approval as to form the City Attorney's Office.
- 15. SUBCONTRACT LIMITATIONS:** The Bidder's attention is directed to Standard Specifications for Public Works Construction, Section 3-2, "SELF-PERFORMANCE" in The GREENBOOK and as amended in the SSP which requires the Contractor to self-perform not less than the specified amount. Failure to comply with this requirement shall render the bid **non-responsive** and ineligible for award.

16. **AVAILABILITY OF PLANS AND SPECIFICATIONS:** Contract Documents may be obtained by visiting the City's website: <http://www.sandiego.gov/cip/>. Plans and Specifications for this contract are also available for review in the office of the City Clerk or Engineering & Capital Projects Department, Contracts Division.
17. **ONLY ONE BID PER CONTRACTOR SHALL BE ACCEPTED:** No person, firm, or corporation shall be allowed to make, file, or be interested in more than one (1) Bid for the same work unless alternate Bids are called for. A person, firm or corporation who has submitted a sub-proposal to a Bidder, or who has quoted prices on materials to a Bidder, is not hereby disqualified from submitting a sub-proposal or quoting prices to other Bidders or from submitting a Bid in its own behalf. Any Bidder who submits more than one bid will result in the rejection of all bids submitted.
18. **SAN DIEGO BUSINESS TAX CERTIFICATE:** The Contractor and Subcontractors, not already having a City of San Diego Business Tax Certificate for the work contemplated shall secure the appropriate certificate from the City Treasurer, Civic Center Plaza, First floor and submit to the Contract Specialist upon request or as specified in the Contract Documents. Tax Identification numbers for both the Bidder and the listed Subcontractors must be submitted on the City provided forms within these documents.
19. **BIDDER'S GUARANTEE OF GOOD FAITH (BID SECURITY) FOR DESIGN-BID-BUILD CONTRACTS:**
- 19.1. For bids \$250,000 and above, bidders shall submit Bid Security at bid time. Bid Security shall be in one of the following forms: a cashier's check, or a properly certified check upon some responsible bank; or an approved corporate surety bond payable to the City of San Diego for an amount of not less than 10% of the total bid amount.
- 19.2. This check or bond, and the monies represented thereby, will be held by the City as a guarantee that the Bidder, if awarded the contract, will in good faith enter into the contract and furnish the required final performance and payment bonds.
- 19.3. The Bidder agrees that in the event of the Bidder's failure to execute this contract and provide the required final bonds, the money represented by the cashier's or certified check will remain the property of the City; and the Surety agrees that it will pay to the City the damages, not exceeding the sum of 10% of the amount of the Bid, that the City may suffer as a result of such failure.
- 19.4. At the time of bid submission, bidders must upload and submit an electronic PDF copy of the aforementioned bid security. Whether in the form of a cashier's check, a properly certified check or an approved corporate surety bond payable to the City of San Diego, the bid security must be uploaded to the City's eBidding system. By 5PM, 3 working days after the bid opening date, all bidders must provide the City with the original bid security.
- 19.5. Failure to submit the electronic version of the bid security at the time of bid submission AND failure to provide the original by 5PM, 3 working days after the bid opening date shall cause the bid to be rejected and deemed **non-responsive**.

Due to circumstances related to Covid-19, until further notice, all original bid bond submittals must be received by 5 PM, 3 working days after bid opening.

Upon circumstances returning to normal business as usual, the original bid bond shall once again be due by 5 PM the day after bid opening.

Original Bid Bond shall be submitted to:
Engineering & Capital Projects Department, Contracts Division
525 B Street, Suite 750 (7th Floor)
San Diego, California, 92101
To the Attention of the Contract Specialist on the Front Page of this solicitation.

20. AWARD OF CONTRACT OR REJECTION OF BIDS:

- 20.1.** This contract may be awarded to the lowest responsible and reliable Bidder.
- 20.2.** Bidders shall complete ALL eBid forms as required by this solicitation. Incomplete eBids will not be accepted.
- 20.3.** The City reserves the right to reject any or all Bids, to waive any informality or technicality in Bids received, and to waive any requirements of these specifications as to bidding procedure.
- 20.4.** Bidders will not be released on account of their errors of judgment. Bidders may be released only upon receipt by the City within 3 Working Days of the bid opening, written notice from the Bidder which shows proof of honest, credible, clerical error of a material nature, free from fraud or fraudulent intent; and of evidence that reasonable care was observed in the preparation of the Bid.
- 20.5.** A bidder who is not selected for contract award may protest the award of a contract to another bidder by submitting a written protest in accordance with the San Diego Municipal Code.
- 20.6.** The City of San Diego will not discriminate in the award of contracts with regard to race, religion creed, color, national origin, ancestry, physical handicap, marital status, sex or age.
- 20.7.** Each Bid package properly signed as required by these specifications shall constitute a firm offer which may be accepted by the City within the time specified herein.
- 20.8.** The City reserves the right to evaluate all Bids and determine the lowest Bidder on the basis of the base bid and any proposed alternates or options as detailed herein.

21. BID RESULTS:

- 21.1.** The availability of the bids on the City's eBidding system shall constitute the public announcement of the apparent low bidder. In the event that the apparent low bidder is subsequently deemed non-responsive or non-responsible, a notation of such will be made on the eBidding system. The new ranking and apparent low bidder will be adjusted accordingly.
- 21.2.** To obtain the bid results, view the results on the City's web site, or request the results by U.S. mail and provide a self-addressed, stamped envelope. If requesting by mail, be sure to reference the bid name and number. The bid tabulations will be mailed to you upon their completion. The results will not be given over the telephone.

22. THE CONTRACT:

- 22.1.** The Bidder to whom award is made shall execute a written contract with the City of San Diego and furnish good and approved bonds and insurance certificates specified by the City within 14 days after receipt by Bidder of a form of contract for execution unless an extension of time is granted to the Bidder in writing.
- 22.2.** If the Bidder takes longer than 14 days to fulfill these requirements, then the additional time taken shall be added to the Bid guarantee. The Contract shall be made in the form adopted by the City, which includes the provision that no claim or suit whatsoever shall be made or brought by Contractor against any officer, agent, or employee of the City for or on account of anything done or omitted to be done in connection with this contract, nor shall any such officer, agent, or employee be liable hereunder.
- 22.3.** If the Bidder to whom the award is made fails to enter into the contract as herein provided, the award may be annulled and the Bidder's Guarantee of Good Faith will be subject to forfeiture. An award may be made to the next lowest responsible and reliable Bidder who shall fulfill every stipulation embraced herein as if it were the party to whom the first award was made.
- 22.4.** Pursuant to the San Diego City Charter section 94, the City may only award a public works contract to the lowest responsible and reliable Bidder. The City will require the Apparent Low Bidder to (i) submit information to determine the Bidder's responsibility and reliability, (ii) execute the Contract in form provided by the City, and (iii) furnish good and approved bonds and insurance certificates specified by the City within 14 Days, unless otherwise approved by the City, in writing after the Bidder receives notification from the City, designating the Bidder as the Apparent Low Bidder and formally requesting the above mentioned items.
- 22.5.** The award of the Contract is contingent upon the satisfactory completion of the above-mentioned items and becomes effective upon the signing of the Contract by the Mayor or designee and approval as to form by the City Attorney's Office. If the Apparent Low Bidder does not execute the Contract or submit required documents and information, the

City may award the Contract to the next lowest responsible and reliable Bidder who shall fulfill every condition precedent to award. A corporation designated as the Apparent Low Bidder shall furnish evidence of its corporate existence and evidence that the officer signing the Contract and bond for the corporation is duly authorized to do so.

- 23. EXAMINATION OF PLANS, SPECIFICATIONS, AND SITE OF WORK:** The Bidder shall examine carefully the Project Site, the Plans and Specifications, other materials as described in the Special Provisions, Section 3-9, "TECHNICAL STUDIES AND SUBSURFACE DATA", and the proposal forms (e.g., Bidding Documents). The submission of a Bid shall be conclusive evidence that the Bidder has investigated and is satisfied as to the conditions to be encountered, as to the character, quality, and scope of work, the quantities of materials to be furnished, and as to the requirements of the Bidding Documents Proposal, Plans, and Specifications.
- 24. CITY STANDARD PROVISIONS:** This contract is subject to the following standard provisions. See The WHITEBOOK for details.
- 24.1.** The City of San Diego Resolution No. R-277952 adopted on May 20, 1991 for a Drug-Free Workplace.
- 24.2.** The City of San Diego Resolution No. R-282153 adopted on June 14, 1993 related to the Americans with Disabilities Act.
- 24.3.** The City of San Diego Municipal Code §22.3004 for Contractor Standards.
- 24.4.** The City of San Diego's Labor Compliance Program and the State of California Labor Code §§1771.5(b) and 1776.
- 24.5.** Sections 1777.5, 1777.6, and 1777.7 of the State of California Labor Code concerning the employment of apprentices by contractors and subcontractors performing public works contracts.
- 24.6.** The City's Equal Benefits Ordinance (EBO), Chapter 2, Article 2, Division 43 of The San Diego Municipal Code (SDMC).
- 24.7.** The City's Information Security Policy (ISP) as defined in the City's Administrative Regulation 90.63.
- 25. PRE-AWARD ACTIVITIES:**
- 25.1.** The contractor selected by the City to execute a contract for this Work shall submit the required documentation as specified in the herein and in the Notice of Award. Failure to provide the information as specified may result in the Bid being rejected as **non-responsive**.
- 25.2.** The decision that bid is non-responsive for failure to provide the information required within the time specified shall be at the sole discretion of the City.

PERFORMANCE BOND, LABOR AND MATERIALMEN'S BOND

FAITHFUL PERFORMANCE BOND AND LABOR AND MATERIALMEN'S BOND:

W.A. Rasic Construction Company, Inc. a corporation as principal and

Liberty Mutual Insurance Company, a corporation authorized to do business in the State of California, as Surety, hereby obligate themselves, their successors and assigns, jointly and severally, to The City of San Diego a municipal corporation in the sum of **One Hundred Twenty Three Million Four Hundred Fifty Six Thousand Twenty Seven Dollars and Twenty Three Cents (\$123,456,027.23)** for the faithful performance of the annexed contract, and in the sum of **One Hundred Twenty Three Million Four Hundred Fifty Six Thousand Twenty Seven Dollars and Twenty Three Cents (\$123,456,027.23)** for the benefit of laborers and materialmen designated below.

Conditions:

If the Principal shall faithfully perform the annexed contract with the City of San Diego, California, then the obligation herein with respect to a faithful performance shall be void; otherwise it shall remain in full force.

If the Principal shall promptly pay all persons, firms and corporations furnishing materials for or performing labor in the execution of this contract, and shall pay all amounts due under the California Unemployment Insurance Act then the obligation herein with respect to laborers and materialmen shall be void; otherwise it shall remain in full force.

The obligation herein with respect to laborers and materialmen shall inure to the benefit of all persons, firms and corporations entitled to file claims under the provisions of Article 2. Claimants, (iii) public works of improvement commencing with Civil Code Section 9100 of the Civil Code of the State of California.

Changes in the terms of the annexed contract or specifications accompanying same or referred to therein shall not affect the Surety's obligation on this bond, and the Surety hereby waives notice of same.

The Surety expressly agrees that the City of San Diego may reject any contractor or subcontractor which may be proposed by Surety in fulfillment of its obligations in the event of default by the Principal.

The Surety shall not utilize the Principal in completing the improvements and work specified in the Agreement in the event the City terminates the Principal for default.

PERFORMANCE BOND, LABOR AND MATERIALMEN'S BOND (continued)

Dated March 4th, 2021

Approved as to Form

W.A. Rasic Construction Company, Inc.

Principal

By 

Peter L. Rasic, President

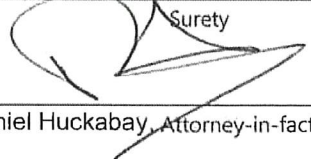
Printed Name of Person Signing for Principal

Mara W. Elliott, City Attorney

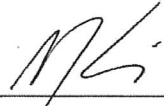
By 
Deputy City Attorney

Liberty Mutual Insurance Company

Surety

By 
Daniel Huckabay, Attorney-in-fact

Approved:

By 
Mayor or Designee

790 The City Drive South, Suite 200

Local Address of Surety

Orange, CA 92868

Local Address (City, State) of Surety

(800) 763-9268

Local Telephone No. of Surety

Premium \$812,568.00

Bond No. 024250045

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Orange)

On 03/04/2021 before me, Melissa Ann Vaccaro, Notary Public
(insert name and title of the officer)

personally appeared Daniel Huckabay,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Melissa Ann Vaccaro (Seal)
Melissa Ann Vaccaro



ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Los Angeles)

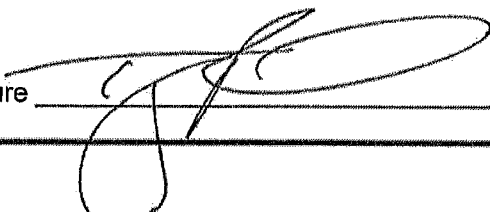
On 03/08/21 before me, Tanya C. Romero, Notary Public
(insert name and title of the officer)

personally appeared Peter L. Rasic
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

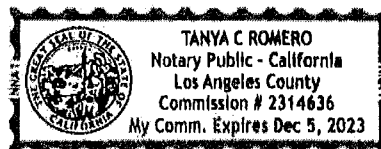
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____



(Seal)





This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Bond No. 024250045

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8202806 - 969561

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Arturo Ayala, Daniel Huckabay, Frank Morones, R. Nappi, Dwight Reilly, Shaunna Rozelle Ostrom, Ben Stong, Michael D. Stong

all of the city of Orange state of CA each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 31st day of December, 2019.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: David M. Carey, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 31st day of December, 2019 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 28, 2021
Member, Pennsylvania Association of Notaries

By: Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 4th day of March, 2021.



By: Renee C. Llewellyn, Assistant Secretary

SCOPE OF WORK

1. SCOPE OF WORK:

North City Pure Water Pipeline: The construction of approximately 8 miles of 48-inch welded steel pipeline and appurtenances, a total of 6 various trenchless tunnel crossings, a new dechlorination facility constructed of cement mortar masonry with two 4,000 gallon chemical tanks, feed pumps, analyzers, forced air ventilation, fill and dosing piping, valves and other associated appurtenances.

North City Pure Water Pipeline Subaqueous Pipeline: This construction also includes a Subaqueous Pipeline System that comprises over one mile of HDPE piping ranging in size from 8" - 54" OD, 11 laterals ranging in size from 8" to 24" nominal diameter with lengths ranging from 65 to 505 feet, 6" tee riser with dual 2" duckbill nozzles located along laterals or branches off a main line, a total of 106 dual duckbill check valve assemblies, and concrete pipe weights to secure the HDPE pipe to the bottom of Miramar Reservoir.

AC Water Group 1038: The construction also includes the "AC Water Group 1038" project, which will consist of the replacement of existing, 6", 8", 12" and 16" asbestos cement water mains with approximately 34,000 linear feet of 12" and 16" water mains, including services, fire hydrants, curb ramps, sidewalk, curb and gutter and all appurtenances. Scope includes preparation of D sized engineered traffic control plans by a Registered Engineer. All required approvals and associated permits for traffic control are the responsibility of the contractor.

1.1. The Work shall be performed in accordance with:

1.1.1. The Notice Inviting Bids, Technical Specifications, and Plans numbered **39637-01-D** through **39637-288-D**, inclusive (North City Pure Water Pipeline).

1.1.2. The Notice Inviting Bids, Technical Specifications, and Plans numbered **40277-01-D** through **40277-24-D**, inclusive (North City Pure Water Pipeline Subaqueous Pipeline).

1.1.3. The Notice Inviting Bids, Attachment E Special Provisions, and Plans numbered **40208-01-D** through **40208-69-D**, inclusive (AC Water Group 1038).

2. LOCATION OF WORK: See Appendix E – Location Maps

3. **CONTRACT TIME:** The Contract Time for completion of the Work, including the Plant Establishment Period, shall be **1004 Working Days**. See milestone completion requirements below. See milestone descriptions in Attachment E, Section 6-2.4, "Schedule Milestones". See Liquidated Damages in Attachment E, Section 6-9, "LIQUIDATED DAMAGES".

Milestone No.	Milestone Description	Required Completion Date or Calendar Days
Milestone 1	Intermediate Substantial Completion	627 working days after Notice to Proceed
Milestone 2	Substantial Completion	975 working days after Notice to Proceed
Milestone 3	Final Completion	1004 working days after Notice to Proceed

The Contractor shall have 627 Working Days to complete Intermediate Substantial Completion. Purified Water will be made available to the Contractor to meet the final testing of Project's facilities as described in Section 01 91 14 Testing, Integration and Startup at 975 Working Days. At Intermediate Substantial Completion the Contractor shall demobilize except for the specific activities of the Joint Test Group required in Section 01 91 14 Testing, Integration and Startup. The Contractor shall re-mobilize once purified water is made available for final testing of Project's facilities as described in Section 01 91 14 Testing, Integration and Startup. The Contractor will have 90 days to perform final testing of the Project's facilities in conjunction with the NCPWPS and correct any deficiencies prior to substantial completion.

BID BOND

**See Instructions to Bidders, Bidder Guarantee of Good Faith
(Bid Security)**

KNOW ALL MEN BY THESE PRESENTS,

That W.A. Rasic Construction Company, Inc. as Principal, and Liberty Mutual Insurance Company as Surety, are held and firmly bound unto The City of San Diego hereinafter called "OWNER," in the sum of **10% OF THE TOTAL BID AMOUNT** for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, said Principal has submitted a Bid to said OWNER to perform the WORK required under the bidding schedule(s) of the OWNER's Contract Documents entitled

North City Pure Water Pipeline

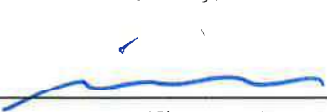
NOW THEREFORE, if said Principal is awarded a contract by said OWNER and, within the time and in the manner required in the "Notice Inviting Bids" enters into a written Agreement on the form of agreement bound with said Contract Documents, furnishes the required certificates of insurance, and furnishes the required Performance Bond and Payment Bond, then this obligation shall be null and void, otherwise it shall remain in full force and effect. In the event suit is brought upon this bond by said OWNER and OWNER prevails, said Surety shall pay all costs incurred by said OWNER in such suit, including a reasonable attorney's fee to be fixed by the court.

SIGNED AND SEALED, this 8th day of January, 2021

W.A. Rasic Construction Company, Inc. (SEAL)
(Principal)

Liberty Mutual Insurance Company (SEAL)
(Surety)

By: 
(Signature)

By: 
(Signature)

Walter A. Rasic, Jr., V.P. & Sec.

Dwight Reilly (Signature)
Attorney-in-Fact

(SEAL AND NOTARIAL ACKNOWLEDGEMENT OF SURETY)

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Los Angeles)

On January 18, 2021 before me, Jennifer N. Gutierrez, Notary Public
(insert name and title of the officer)

personally appeared Walter A. Rasic, Jr.,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature  (Seal)
Jennifer N. Gutierrez

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Orange)

On 01/08/2021 before me, Melissa Ann Vaccaro, Notary Public
(insert name and title of the officer)

personally appeared Dwight Reilly,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Melissa Ann Vaccaro (Seal)
Melissa Ann Vaccaro





This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Bond No. CSBA-16096

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8202806 - 969561

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Arturo Ayala, Daniel Huckabay, Frank Morones, R. Nappi, Dwight Reilly, Shaunna Rozelle Ostrom, Ben Stong, Michael D. Stong

all of the city of Orange state of CA each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 31st day of December, 2019



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: David M. Carey, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 31st day of December, 2019 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notary Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 28, 2021
Member, Pennsylvania Association of Notaries

By: Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 8th day of January, 2021



By: Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

CONTRACTOR'S CERTIFICATION OF PENDING ACTIONS

As part of its bid or proposal (Non-Price Proposal in the case of Design-Build contracts), the Bidder shall provide to the City a list of all instances within the past 10 years where a complaint was filed or pending against the Bidder in a legal or administrative proceeding alleging that Bidder discriminated against its employees, subcontractors, vendors or suppliers, and a description of the status or resolution of that complaint, including any remedial action taken.

CHECK ONE BOX ONLY.

- The undersigned certifies that within the past 10 years the Bidder has NOT been the subject of a complaint or pending action in a legal administrative proceeding alleging that Bidder discriminated against its employees, subcontractors, vendors or suppliers.
- The undersigned certifies that within the past 10 years the Bidder has been the subject of a complaint or pending action in a legal administrative proceeding alleging that Bidder discriminated against its employees, subcontractors, vendors or suppliers. A description of the status or resolution of that complaint, including any remedial action taken and the applicable dates is as follows:

DATE OF CLAIM	LOCATION	DESCRIPTION OF CLAIM	LITIGATION (Y/N)	STATUS	RESOLUTION/REMEDIAL ACTION TAKEN
		Please see attached.			

Contractor Name: W. A. Rasic Construction Company, Inc.

Certified By Walter A. Rasic, Jr. Title Vice President/Sec.

 Name
 _____ Date January 18, 2021
 Signature

USE ADDITIONAL FORMS AS NECESSARY

Contractor's Certification of Pending Actions

Summons Filed: 07/09/2020
Description of Complaint: Plaintiff alleges defendants were in violation of the California Fair Employment and Housing Act and the California Labor code.

Complaint:

1. Disability Discrimination
2. Failure to accommodate disability
3. Failure to engage in the interactive process
4. Violation of California family rights act
5. Retaliation
6. Failure to prevent discrimination and Retaliation
7. Wrongful termination in violation of public policy
8. Violation of CA Labor code 1102.5
9. Violation of CA Labor code 98.6
10. Private attorney general act
11. Defamation

Plaintiff: Martin Toscano Jr.
Defendant: W.A. Rasic Construction Co., Inc.
Court Location: Superior Court, 111 N. Hill St., Los Angeles, CA 90012
Case #: 20STCV25932
Current Status: Pending

Summons Filed: 11/18/2016
Description of Complaint: Plaintiff alleges the defendant failed to provide reasonable accommodation for his disability and was terminated on account of his disability.

Complaint:

1. Disability Discrimination
2. Failure to accommodate in violation of the FEHA
3. Failure to engage in the interactive process in violation of the FEHA
4. Retaliation in violation of FEHA
5. Failure to prevent in violation of FEHA
6. Violation of CRFA Rights
7. Wrongful termination
8. Injunctive relief
9. Declaration relief
10. Violation of CA Labor code 226

Plaintiff: David Diaz
Defendant: W.A. Rasic Construction Co., Inc.
Court Location: Superior Court, 111 N. Hill St., Los Angeles, CA 90012
Case #: BC640514
Current Status: Settled
Resolution/ Remedial Action: These alleged claims/lawsuits were brought on by former disgruntled employees, W.A. Rasic does not admit fault and settled for nuisance value to avoid further legal costs.

Summons Filed: 02/10/2016
Description of Complaint: Plaintiff alleges the defendant wrongfully terminated him and denied him reasonable accommodation.

Complaint:

1. Discrimination
2. Harassment
3. Retaliation
4. Denied a good faith interactive process
5. Denied a work environment free of discrimination and / or retaliation
6. Denied family care of medical leave
7. Denied reasonable accommodation
8. Terminated

Plaintiff: Jessie Scales
Defendant: W.A. Rasic Construction Co., Inc.
Court Location: County of Los Angeles, 275 Magnolia, Long Beach, CA 90802
Case #: NC060483
Current Status: Settled
Resolution/ Remedial Action: These alleged claims/lawsuits were brought on by former disgruntled employees, W.A. Rasic does not admit fault and settled for nuisance value to avoid further legal costs.

Contractor's Certification of Pending Actions

Summons Filed: 11/21/2014

Description of Complaint: Plaintiff alleges the defendant wrongfully terminated her due to disability and denied her reasonable accommodation.

Complaint:

1. Disability Discrimination
2. Failure to accommodate and failure to enter into the interactive process
3. Statutory retaliation for reporting illegal activities
4. Intentional infliction of emotional distress
5. Failure to reimburse from employer expense
6. Violation of public policy: disability discrimination
7. Violation of public policy: retaliation for reporting illegal activities (whistleblowing)
8. Violation of public policy: wrongful termination

Plaintiff: Kimberly Fogleman

Defendant: W.A. Rasic Construction Co., Inc.

Court Location: County of Solano, 580 Texas Street, Fairfield, CA 94533

Case #: FCS044520

Current Status: Settled

Resolution/ Remedial Action: These alleged claims/lawsuits were brought on by former disgruntled employees, W.A. Rasic does not admit fault and settled for nuisance value to avoid further legal costs.

Mandatory Disclosure of Business Interests Form

BIDDER/PROPOSER INFORMATION

Legal Name		DBA	
W. A. Rasic Construction Company, Inc		N/A	
Street Address	City	State	Zip
4150 Long Beach Blvd.	Long Beach	California	90807
Contact Person, Title		Phone	Fax
Walter A. Rasic, Jr., V.P./Secretary		562-928-6111	562-928-7339

Provide the name, identity, and precise nature of the interest* of all persons who are directly or indirectly involved** in this proposed transaction (SDMC § 21.0103).

* The precise nature of the interest includes:

- the percentage ownership interest in a party to the transaction,
- the percentage ownership interest in any firm, corporation, or partnership that will receive funds from the transaction, the value of any financial interest in the transaction,
- any contingent interest in the transaction and the value of such interest should the contingency be satisfied, and any philanthropic, scientific, artistic, or property interest in the transaction.

** Directly or indirectly involved means pursuing the transaction by:

- communicating or negotiating with City officers or employees,
- submitting or preparing applications, bids, proposals or other documents for purposes of contracting with the City,
- or directing or supervising the actions of persons engaged in the above activity.

Name	Title/Position
Peter L. Rasic	President/Owner
City and State of Residence	Employer (if different than Bidder/Proposer)
Huntington Beach, CA	
Interest in the transaction	
33.4% owner of W. A. Rasic Construction Company, Inc.	

Name	Title/Position
Franky A. Rasic	Vice President/Owner
City and State of Residence	Employer (if different than Bidder/Proposer)
Laguna Beach, CA	
Interest in the transaction	
33.4% owner of W. A. Rasic Construction Company, Inc.	

* Use Additional Pages if Necessary *

Under penalty of perjury under the laws of the State of California, I certify that I am responsible for the completeness and accuracy of the responses contained herein, and that all information provided is true, full and complete to the best of my knowledge and belief. I agree to provide written notice to the Mayor or Designee within five (5) business days if, at any time, I learn that any portion of this Mandatory Disclosure of Business Interests Form requires an updated response. Failure to timely provide the Mayor or Designee with written notice is grounds for Contract termination.

Walter A. Rasic, Jr., V.P./Sec.



January 18, 2021

Print Name, Title

Signature

Date

Failure to sign and submit this form with the bid/proposal shall make the bid/proposal non-responsive. In the case of an informal solicitation, the contract will not be awarded unless a signed and completed Mandatory Disclosure of Business Interests Form is submitted.

Mandatory Disclosure of Business Interests Form

BIDDER/PROPOSER INFORMATION

Legal Name		DBA	
W. A. Rasic Construction Company, Inc		N/A	
Street Address	City	State	Zip
4150 Long Beach Blvd.	Long Beach	California	90807
Contact Person, Title		Phone	Fax
Walter A. Rasic, Jr., V.P./Secretary		562-928-6111	562-928-7339

Provide the name, identity, and precise nature of the interest* of all persons who are directly or indirectly involved** in this proposed transaction (SDMC § 21.0103).

* The precise nature of the interest includes:

- the percentage ownership interest in a party to the transaction,
- the percentage ownership interest in any firm, corporation, or partnership that will receive funds from the transaction, the value of any financial interest in the transaction,
- any contingent interest in the transaction and the value of such interest should the contingency be satisfied, and any philanthropic, scientific, artistic, or property interest in the transaction.

** Directly or indirectly involved means pursuing the transaction by:

- communicating or negotiating with City officers or employees,
- submitting or preparing applications, bids, proposals or other documents for purposes of contracting with the City,
- or directing or supervising the actions of persons engaged in the above activity.

Name	Title/Position
Walter A. Rasic, Jr.	Vice President/Owner
City and State of Residence	Employer (if different than Bidder/Proposer)
Newport Coast, CA	
Interest in the transaction	
33.4% owner of W. A. Rasic Construction Company, Inc.	

Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	

* Use Additional Pages if Necessary *

Under penalty of perjury under the laws of the State of California, I certify that I am responsible for the completeness and accuracy of the responses contained herein, and that all information provided is true, full and complete to the best of my knowledge and belief. I agree to provide written notice to the Mayor or Designee within five (5) business days if, at any time, I learn that any portion of this Mandatory Disclosure of Business Interests Form requires an updated response. Failure to timely provide the Mayor or Designee with written notice is grounds for Contract termination.

Walter A. Rasic, Jr., V.P./Sec.

Print Name, Title


Signature

January 18, 2021

Date

Failure to sign and submit this form with the bid/proposal shall make the bid/proposal non-responsive. In the case of an informal solicitation, the contract will not be awarded unless a signed and completed Mandatory Disclosure of Business Interests Form is submitted.

DEBARMENT AND SUSPENSION CERTIFICATION
PRIME CONTRACTOR
FAILURE TO COMPLETE AND SUBMIT AT TIME OF BID SHALL RENDER BID NON-RESPONSIVE

EFFECT OF DEBARMENT OR SUSPENSION

To promote integrity in the City's contracting processes and to protect the public interest, the City shall only enter into contracts with responsible- bidders and contractors. In accordance with San Diego Municipal Code §22.0814 (a): *Bidders and contractors* who have been *debarred* or *suspended* are excluded from submitting bids, submitting responses to requests for proposal or qualifications, receiving *contract awards*, executing *contracts*, participating as a *subcontractor*, employee, agent or representative of another *person contracting* with the *City*.

As part of its bid or proposal (Non-Price Proposal in the case of Design-Build contracts), the Bidder shall provide to the City a list of Names of the Principal Individual owner(s).

The names of all persons interested in the foregoing proposal as Principals are as follows:

NAME	TITLE
Peter L. Rasic	President
Franky A. Rasic	Vice President
Walter A. Rasic, Jr.	Vice President/Secretary

IMPORTANT NOTICE: If Bidder or other interested person is a corporation, state secretary, treasurer, and manager thereof; if a co-partnership, state true name of firm, also names of all individual co-partners composing firm; if Bidder or other interested person is an individual, state first and last names in full.

The Bidder, under penalty of perjury, certifies that, except as noted below, he/she or any person associated therewith in the capacity of owner, partner, director, officer, manager:

- Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal, State or local agency;
- has not been suspended, debarred, voluntarily excluded or determined ineligible by any Federal, State or local agency within the past 3 years;
- does not have a proposed debarment pending; and
- has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years.

If there are any exceptions to this certification, insert the exceptions in the following space.

Exceptions will be considered in determining bidder responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

Contractor Name: W. A. Rasic Construction Company, Inc.

Certified By Walter A. Rasic, Jr. Title Vice President/Secretary


 Name
 Signature

Date January 18, 2021

NOTE: Providing false information may result in criminal prosecution or administrative sanctions.



**Disadvantaged Business Enterprise (DBE) Program
DBE Subcontractor Performance Form**

This form is intended to capture the DBE¹ subcontractor's² description of work to be performed and the price of the work submitted to the prime contractor. A Financial Assistance Agreement Recipient must require its prime contractor to have its DBE subcontractors complete this form and include all completed forms in the prime contractor's bid or proposal package.

Subcontractor Name Payco Specialties Inc		Project Name North City Pure Water Pipeline	
Bid / Proposal No. K-21-1744-DBB-3-A	Assistance Agreement ID No. (if known)	Point of Contact Jeremy Griffin	
Address 120 North Second Ave Chula Vista CA			
Telephone No. 619-422-9204		Email Address Jeremy@Payco.Biz	
Prime Contractor Name W.S. Rowe		Issuing/Funding Entity	

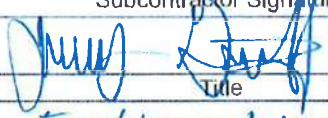
Contract Item Number	Description of Work Submitted from the Prime Contractor Involving Construction, Services, Equipment or Supplies	Price of Work Submitted to the Prime Contractor
68, 69, 123, 187, 188	Striping Continental Crosswalks Parking Lot Striping Striping Thermoplastic Traffic Striping & Thermo-Plastic Pavement Markings	\$292,915.00
DBE Certified By: <input checked="" type="checkbox"/> DOT <input checked="" type="checkbox"/> SBA Other: _____		Meets/exceeds EPA certification standards? YES NO <u>Unknown</u>

¹ A DBE is a Disadvantaged, Minority, or Woman Business Enterprise that has been certified by an entity from which EPA accepts certifications as described in 40 CFR 33.204-33.2015 or certified by EPA. EPA accepts certifications from entities that meet or exceed EPA certification standards as described in 40 CFR 33.202.

² Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide services pursuant to an award of financial assistance.

I certify under penalty of perjury that the forgoing statements are true and correct. Signing this form does not signify a commitment to utilize the subcontractors above. I am aware that in the event of a replacement of a subcontractor, I will adhere to the replacement requirements set forth in 40 CFR Part 33 Section 33.302 (c).

Prime Contractor Signature	Print Name
	Walker A. Rasco Jr
Title	Date
V.P.	2/5/21

Subcontractor Signature	Print Name
	Jeremy Griffin
Title	Date
Estimating	02/05/2021

The public reporting and record keeping burden for this collection of information is estimated to average three (3) hours per response. Send comments on the Agency's need for this information, the accuracy of the provided burden estimates, and any suggested methods for minimizing respondent burden, including through the use of automated collection techniques to the Director, Collection Strategies Division, U.S. Environmental Protection Agency (2822T), 1200 Pennsylvania Ave., NW, Washington, D.C. 20460. Do not send the completed form to this address.

FORM 4500-3 (DBE Subcontractor Performance Form)



**Disadvantaged Business Enterprise (DBE) Program
DBE Subcontractor Performance Form**

This form is intended to capture the DBE¹ subcontractor's² description of work to be performed and the price of the work submitted to the prime contractor. A Financial Assistance Agreement Recipient must require its prime contractor to have its DBE subcontractors complete this form and include all completed forms in the prime contractor's bid or proposal package.

Subcontractor Name Southwest Traffic Signal Service, Inc.		Project Name North City Pure Water Pipeline	
Bid / Proposal No. K-21-1744-DBB-3-A	Assistance Agreement ID No. (if known)	Point of Contact	
Address 9201 Issac St SuiteA, Santee, CA92071			
Telephone No. 619-442-3343		Email Address ahussein@southwestsignal.com	
Prime Contractor Name OHL USA, Inc. dba Group OHL North America		Issuing/Funding Entity CASRF/EPA	

Contract Item Number	Description of Work Submitted from the Prime Contractor Involving Construction, Services, Equipment or Supplies	Price of Work Submitted to the Prime Contractor
21	Traffic Detector Loop and Appurtenance Type E	\$89,960
78	Pedestrian Push Button Upgrades	\$2,900
101	Temporary traffic detection system	\$344,000
116	Additional Traffic Signal Conduit and Cabling	\$192,000
201	Traffic Signal Loop and Appurtenance (Modified Type E)	\$11,440
202	Traffic Signal Loop and Appurtenance (Type E)	\$23,400
205	Traffic Detector loop Stub	\$9,750


DBE Certified By: <input type="checkbox"/> DOT <input checked="" type="checkbox"/> SBA	Meets/exceeds EPA certification standards?
Other: <u>DBS</u>	YES NO <input checked="" type="checkbox"/> Unknown

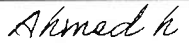
¹ A DBE is a Disadvantaged, Minority, or Woman Business Enterprise that has been certified by an entity from which EPA accepts certifications as described in 40 CFR 33.204-33.2015 or certified by EPA. EPA accepts certifications from entities that meet or exceed EPA certification standards as described in 40 CFR 33.202.

² Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide services pursuant to an award of financial assistance.

FORM 4500-3 (DBE Subcontractor Performance Form)

I certify under penalty of perjury that the forgoing statements are true and correct. Signing this form does not signify a commitment to utilize the subcontractors above. I am aware that in the event of a replacement of a subcontractor, I will adhere to the replacement requirements set forth in 40 CFR Part 33 Section 33.302 (c).

Prime Contractor Signature	Print Name
	Walter A. Rasin Jr
Title	Date
Executive Vice-President	2/5/21

Subcontractor Signature	Print Name
	Ahmed Hussein
Title	Date
Project Manager / Estimator	2/5/2021

The public reporting and record keeping burden for this collection of information is estimated to average three (3) hours per response. Send comments on the Agency's need for this information, the accuracy of the provided burden estimates, and any suggested methods for minimizing respondent burden, including through the use of automated collection techniques to the Director, Collection Strategies Division, U.S. Environmental Protection Agency (2822T), 1200 Pennsylvania Ave., NW, Washington, D.C. 20460. Do not send the completed form to this address.

FORM 4500-3 (DBE Subcontractor Performance Form)



**Disadvantaged Business Enterprise (DBE) Program
DBE Subcontractor Performance Form**

This form is intended to capture the DBE¹ subcontractor's² description of work to be performed and the price of the work submitted to the prime contractor. A Financial Assistance Agreement Recipient must require its prime contractor to have its DBE subcontractors complete this form and include all completed forms in the prime contractor's bid or proposal package.

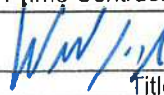
Subcontractor Name Morgner Construction Management		Project Name North City Pure Water Pipeline	
Bid / Proposal No. K-21-1744-DBB-3-A	Assistance Agreement ID No. (if known)	Point of Contact Walter Contreras	
Address 5055 Wilshire Blvd. Suite 333, Los Angeles, CA 90036			
Telephone No. 323-900-0030		Email Address wcontreras@morgnerco.com	
Prime Contractor Name W. A. Rasic Construction Company, Inc.		Issuing/Funding Entity CASRF/EPA	


Contract Item Number	Description of Work Submitted from the Prime Contractor Involving Construction, Services, Equipment or Supplies	Price of Work Submitted to the Prime Contractor
#55 #189	Geotechnical Instrumentation Photo/Video Documentation	\$429,722.71
DBE Certified By: <input type="checkbox"/> DOT <input type="checkbox"/> SBA <input checked="" type="checkbox"/> Other: CUCP# 34375		Meets/exceeds EPA certification standards? <input checked="" type="checkbox"/> YES NO Unknown

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Prime Contractor Signature	Print Name
	Walter D. Rouse Sr
Title	Date
V.P.	2/5/21

Subcontractor Signature	Print Name
	Monique Morgner Lukeman
Title	Date
CEO	2/1/2021

The public reporting and record keeping burden for this collection of information is estimated to average three (3) hours per response. Send comments on the Agency's need for this information, the accuracy of the provided burden estimates, and any suggested methods for minimizing respondent burden, including through the use of automated collection techniques to the Director, Collection Strategies Division, U.S. Environmental Protection Agency (2822T), 1200 Pennsylvania Ave., NW, Washington, D.C. 20460. Do not send the completed form to this address.

FORM 4500-3 (DBE Subcontractor Performance Form)



**Disadvantaged Business Enterprise (DBE) Program
DBE Subcontractor Performance Form**

This form is intended to capture the DBE¹ subcontractor's² description of work to be performed and the price of the work submitted to the prime contractor. A Financial Assistance Agreement Recipient must require its prime contractor to have its DBE subcontractors complete this form and include all completed forms in the prime contractor's bid or proposal package.

Subcontractor Name Crest Equipment Inc.		Project Name North City Pure Water Pipeline	
Bid / Proposal No. K-21-1744-DBB-3-A	Assistance Agreement ID No. (if known)	Point of Contact Wendi Belio	
Address 1141 Scottford Dr. El Cajon Ca 92021			
Telephone No. 619-444-5061		Email Address belio@stbcgbbal.net	
Prime Contractor Name W.A. Rasie		Issuing/Funding Entity CASRF/EPA	

Contract Item Number	Description of Work Submitted from the Prime Contractor Involving Construction, Services, Equipment or Supplies	Price of Work Submitted to the Prime Contractor
#35 #151	Trucking Disposal	3,100,000
DBE Certified By: <input checked="" type="checkbox"/> DOT <input type="checkbox"/> SBA Other: _____		Meets/exceeds EPA certification standards? <input checked="" type="radio"/> YES <input type="radio"/> NO <input type="radio"/> Unknown

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FORM 4500-3 (DBE Subcontractor Performance Form)

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Prime Contractor Signature	Print Name
<i>Walter A. Rasick Jr.</i>	Walter A. Rasick Jr.
Title	Date
V.P.	2/5/21

Subcontractor Signature	Print Name
<i>Wendi Belio</i>	Wendi Belio
Title	Date
President	2/1/2021

The public reporting and record keeping burden for this collection of information is estimated to average three (3) hours per response. Send comments on the Agency's need for this information, the accuracy of the provided burden estimates, and any suggested methods for minimizing respondent burden, including through the use of automated collection techniques to the Director, Collection Strategies Division, U.S. Environmental Protection Agency (2822T), 1200 Pennsylvania Ave., NW, Washington, D.C. 20460. Do not send the completed form to this address.

FORM 4500-3 (DBE Subcontractor Performance Form)



**Disadvantaged Business Enterprise (DBE) Program
DBE Subcontractor Performance Form**

This form is intended to capture the DBE¹ subcontractor's² description of work to be performed and the price of the work submitted to the prime contractor. A Financial Assistance Agreement Recipient must require its prime contractor to have its DBE subcontractors complete this form and include all completed forms in the prime contractor's bid or proposal package.


Subcontractor Name RAP Engineering, Inc.		Project Name North City Pure Water Pipeline AC Water Group 1038 only	
Bid / Proposal No. RAP quote #21-051 Rev. 2	Assistance Agreement ID No. (if known)	Point of Contact Steven Whitlock	
Address 503 E. Mission Road, San Marcos, CA 92069			
Telephone No. 760-233-2980		Email Address 760-233-2984	
Prime Contractor Name W.A. Basic		Issuing/Funding Entity	

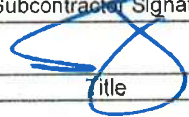
Contract Item Number	Description of Work Submitted from the Prime Contractor Involving Construction, Services, Equipment or Supplies	Price of Work Submitted to the Prime Contractor
#22 #153 #23 #136 #24 #137 #109 #203 #110 #151 #111 #150 #113 #224 #123 #227 #225	See RAP quote # 21-051 for details REV.2 AC Cold Milling ; Asphalt Placement	5,834,435
DBE Certified By: <input checked="" type="checkbox"/> DOT <input type="checkbox"/> SBA		Meets/exceeds EPA certification standards?
Other: _____		YES NO <input checked="" type="checkbox"/> Unknown

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Prime Contractor Signature	Print Name
	Walter Rosic
Title	Date
V.P.	2/5/21

Subcontractor Signature	Print Name
	Robert Perez
Title	Date
President	2/02/2021

The public reporting and record keeping burden for this collection of information is estimated to average three (3) hours per response. Send comments on the Agency's need for this information, the accuracy of the provided burden estimates, and any suggested methods for minimizing respondent burden, including through the use of automated collection techniques to the Director, Collection Strategies Division, U.S. Environmental Protection Agency (2822T), 1200 Pennsylvania Ave., NW, Washington, D.C. 20460. Do not send the completed form to this address.

FORM 4500-3 (DBE Subcontractor Performance Form)



**Disadvantaged Business Enterprise (DBE) Program
DBE Subcontractor Performance Form**

This form is intended to capture the DBE¹ subcontractor's² description of work to be performed and the price of the work submitted to the prime contractor. A Financial Assistance Agreement Recipient must require its prime contractor to have its DBE subcontractors complete this form and include all completed forms in the prime contractor's bid or proposal package.


Subcontractor Name Tom Grbavac & Sons, Inc.		Project Name North City Pure Water Pipeline	
Bid / Proposal No. K-21-1744-DBB-3-A	Assistance Agreement ID No. (if known)	Point of Contact	
Address 933 Blue Heron, Seal Beach, CA 90740			
Telephone No. 714-681-4490		Email Address grbavac3@hotmail.com	
Prime Contractor Name W.A. Rasic Construction Company, Inc.		Issuing/Funding Entity CASRF, EPA, CWSRF, DWSRF, WIFIA	

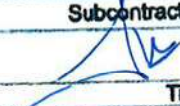
Contract Item Number	Description of Work Submitted from the Prime Contractor Involving Construction, Services, Equipment or Supplies	Price of Work Submitted to the Prime Contractor
# 35 # 151	Sawcutting / Concrete Related Services	2,976,000
DBE Certified By: <input type="checkbox"/> DOT <input type="checkbox"/> SBA <input checked="" type="checkbox"/> Other: L.A. Metro & Supplier Clearinghouse		Meets/exceeds EPA certification standards? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> Unknown

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Prime Contractor Signature 	Print Name Walter A. Rasic, Jr.
Title Vice President/Secretary	Date 2/5/21

Subcontractor Signature 	Print Name Tini Wong
Title Office Manager	Date 2/5/2021

The public reporting and record keeping burden for this collection of information is estimated to average three (3) hours per response. Send comments on the Agency's need for this information, the accuracy of the provided burden estimates, and any suggested methods for minimizing respondent burden, including through the use of automated collection techniques to the Director, Collection Strategies Division, U.S. Environmental Protection Agency (2822T), 1200 Pennsylvania Ave., NW, Washington, D.C. 20460. Do not send the completed form to this address.

FORM 4500-3 (DBE Subcontractor Performance Form)



**Disadvantaged Business Enterprise (DBE) Program
DBE Subcontractor Utilization Form**

This form is intended to capture the prime contractor's actual and/or anticipated use of identified certified DBE¹ subcontractor's² and the estimated dollar amount of each subcontract. A Financial Assistance Agreement Recipient must require its prime contractors to complete this form and include it in the bid or proposal package. Prime contractors should also maintain a copy of this form on file.

Prime Contractor Name W. A. Rasic Construction Company, Inc.		Project Name North City Pure Water Pipeline
Bid / Proposal No. K-21-1744-DBB-3-A	Assistance Agreement ID No. (if known)	Point of Contact Walter A. Rasic, Jr.
Address 4150 Long Beach Blvd., Long Beach, CA 90807		
Telephone No. 562-928-6111	Email Address wrasic@warasic.com	
Issuing/Funding Entity CASRF, EPA, CWSRF, DWSRF, WIFIA		

I have identified potential DBE certified subcontractors. YES NO
If yes, please complete the table below. If no, please explain:

Subcontractor Name/ Company Name	Company Address / Phone / Email	Estimated Dollar Amount	Currently DBE Certified?
Payco Specialties Inc.	120 N. Second Ave (619) 422-9204 Chula Vista, Ca Jerry E Payco .biz	292,915	Yes
Southwest Traffic Signal, Inc	9201 Issac Street (619) 442-3343 Suite A San Diego, Ca 92071 ahucis@swt.com Signal, Inc	673,450	Yes
Morgan Construction Management	5055 Wilshire Blvd (323) 900-0050 Suite 333 Los Angeles, Ca 90036 wcon@mc.com morgan/w.com	429,723	Yes

--Continue on back if needed--

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² Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide services pursuant to an award of financial assistance.



**Disadvantaged Business Enterprise (DBE) Program
DBE Subcontractor Utilization Form**

This form is intended to capture the prime contractor's actual and/or anticipated use of identified certified DBE¹ subcontractors² and the estimated dollar amount of each subcontract. A Financial Assistance Agreement Recipient must require its prime contractors to complete this form and include it in the bid or proposal package. Prime contractors should also maintain a copy of this form on file.

Prime Contractor Name W. A. Rasic Construction Company, Inc.		Project Name North City Pure Water Pipeline	
Bid / Proposal No. K-21-1744-DBB-3-A	Assistance Agreement ID No. (if known)	Point of Contact Walter A. Rasic, Jr.	
Address 4150 Long Beach Blvd., Long Beach, CA 90807			
Telephone No. 562-928-6111		Email Address wrasic@warasic.com	
Issuing/Funding Entity CASRF, EPA, CWSRF, DWSRF, WIFIA			

I have identified potential DBE certified subcontractors. YES NO
If yes, please complete the table below. If no, please explain:

Subcontractor Name/ Company Name	Company Address / Phone / Email	Estimated Dollar Amount	Currently DBE Certified?
West Equipment	161 Seaford Drive El Cajon, Ca 92021 Delia Escobedo	(619) 444-5061 \$3,100,000	✓
RAP Engineering, Inc	503 E. Mission Road San Marcos, Ca 92069	\$1,834,435	✓
Subcontractor W.A. Tom G. Rasic & Sons	933 Blue Heron Seal Beach, Ca 92240 gubanc3e@hotmail.ca	(714) 681-4490 \$2,976,000	✓

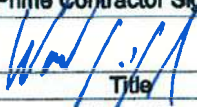
-Continue on back if needed-

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FORM 4500-4 (DBE Subcontractor Utilization Form)

I certify under penalty of perjury that the forgoing statements are true and correct. Signing this form does not signify a commitment to utilize the subcontractors above. I am aware that in the event of a replacement of a subcontractor, I will adhere to the replacement requirements set forth in 40 CFR Part 33 Section 33.302 (c).

Prime Contractor Signature	Print Name
	Walter A. Rasic, Jr.
Title	Date
Vice President/Secretary	2/5/21

The public reporting and record keeping burden for this collection of information is estimated to average three (3) hours per response. Send comments on the Agency's need for this information, the accuracy of the provided burden estimates, and any suggested methods for minimizing respondent burden, including through the use of automated collection techniques to the Director, Collection Strategies Division, U.S. Environmental Protection Agency (2822T), 1200 Pennsylvania Ave., NW, Washington, D.C. 20460. Do not send the completed form to this address.

FORM 4500-4 (DBE Subcontractor Utilization Form)

LOBBY PROHIBITION, CERTIFICATION AND DISCLOSURE

In acknowledgment that funds received under this agreement have been provided pursuant to a Federal grant, recipient hereby recognizes the prohibitions against lobbying the Federal government with any of these funds. Recipient agrees that it shall comply with the laws set forth at 31 U.S.C. § 1352 (1989) and 24 C.F.R. part 87, to wit:

A. Conditions on use of funds

Recipient shall not expend any funds received pursuant to this agreement to pay any person to influence an officer or employee of Federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with any of the following Covered Federal actions:

- (1) The awarding of any federal contract
- (2) The making of any Federal grant
- (3) The making of any Federal Loan
- (4) The entering into of any cooperative agreement
- (5) The extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

For purposes of defining the terms of this part of the agreement, the definitions set forth in 24 C.F.R. § 87.105 are hereby adopted and incorporated herein by reference.

B. Certification and Disclosure

Each recipient at every tier under this agreement shall file a certification regarding lobbying, and a Disclosure Form-LLL, where required by 24 C.F.R. § 87.110. The certification form and Disclosure Form-LLL are attached to this agreement.

C. Certifications must be filed:

- (1) By any person upon each submission that initiates agency consideration for an award of a Federal contract, grant, or cooperative agreement exceeding \$100,000, or a Federal loan or loan guarantee exceeding \$150,000.
- (2) Upon receipt by any person of a Federal contract, grant, or cooperative agreement exceeding \$100,000, or upon receipt of a Federal loan or loan guarantee exceeding \$150,000.
- (3) By any person who requests or receives from a person referred to in subsections 1 and 2 of this paragraph:
 - a. A subcontract exceeding \$100,000 at any tier under a Federal contract;
 - b. A subgrant, contract or subcontract exceeding \$100,000 at any tier under a Federal grant;
 - c. A contract or subcontract exceeding \$100,000 at any tier under a Federal loan exceeding \$150,000;
 - d. A contract or subcontract exceeding \$100,000 at any tier under a Federal cooperative agreement.

D. Disclosure Forms-LLL must be filed in every instance when a person applies for, requests, or receives Federal appropriations exceeding \$100,000 pursuant to a contract, subcontract, grant, subgrant, loan, or cooperative agreement when such person has paid or expects to pay any sum, in cash or in kind, to influence or attempt to influence any officer or employee of an agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress. Further, Disclosure Form-LLL must be filed by recipients at any tier at the end of each calendar quarter in which there occurs any event that requires disclosure or materially affects information submitted in prior disclosures. Such events include:

- (1) 1. An increase of \$25,000 in the amount paid or expected to be paid for influencing or attempting to influence a covered Federal action;
- (2) 2. A change in the person(s) influencing or attempting to influence a covered action;
- (3) 3. A change in the officer(s), employee(s), or member(s) contacted to influence a covered action.

All disclosure Forms-LLL, but not certifications, shall be forwarded from tier to tier until received by the principal recipient, which in turn will file them with the appropriate Federal agency.

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use the SF-LLLA Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.


1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing this report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not a SF-LLLA Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing datasources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

*NONE TO REPORT

DISCLOSURE OF LOBBYING ACTIVITIES Approved by OMB
 Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
 (See reverse for public burden disclosure)

0348-0046

1. Type of Federal Action: <input type="checkbox"/> a. Contract a. Grant b. Cooperative agreement c. Loan d. Loan guarantee e. Loan insurance	2. Status of Federal Action: <input type="checkbox"/> a. bid/offer/application b. initial award c. post-award	3. Report Type: <input type="checkbox"/> a. initial finding b. material change For Material Change Only year ____ quarter ____ date of last report ____
4. Name and Address of Reporting Entity: <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known: Congressional District, if known:		5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime: Congressional District, if known:
6. Federal Department/Agency:	7. Federal Program Name/Description: CFDA Number, if applicable: _____	
8. Federal Action Number, if known:	9. Award Amount, if known: \$	
10. a. Name and Address of Lobbying Entity (if individual, last name, first name, M) (attach Continuation Sheet(s) SF-LLL4, if necessary)	b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI): (attach Continuation Sheet(s) SF-LLL4, if necessary)	
11. Amount of Payment (check all that apply) \$ _____ <input type="checkbox"/> actual <input type="checkbox"/> planned	13. Type of Payment (check all that apply) <input type="checkbox"/> a. retainer <input type="checkbox"/> b. one-time fee <input type="checkbox"/> c. commission <input type="checkbox"/> d. contingent fee <input type="checkbox"/> e. deferral <input type="checkbox"/> f. other: specify: _____	
12. Form of Payment (check all that apply) <input type="checkbox"/> a, cash <input type="checkbox"/> b. in-kind: specify: nature _____ Value _____		
14. Brief Description of Services Performed or to be Performed and Date(s) of Service, Including officer(s), employee(s), or Member(s), contacted, for Payment indicated in item 11: (attach Continuation Sheet(s) SF-LLL4, if necessary)		
15. Continuation Sheet(s) SF-LLL4 attached: <input type="checkbox"/> Yes <input type="checkbox"/> No		
16. Information requested through this for misauthorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature:  Print Name: <u>Walter A. Rasic, Jr.</u> Title: <u>Vice President/Secretary</u> Telephone No.: <u>562-928-6111</u> Date: <u>Jan 18, 2021</u> * W. A. Rasic Construction Company, Inc. does not have any lobbying activities to disclose.	
Federal Use Only:		Authorized for Local Reproduction Standard Form LLL (Rev. 7-07)

DISCLOSURE OF LOBBYING ACTIVITIES Approved by

CONTINUATION SHEET

OMB0348-0046

Reporting Entity: N/A Page ____ of ____

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Standard Form - LLL-A

SUBCONTRACTORS ADDITIVE/DEDUCTIVE ALTERNATE
***** FOR USE WHEN LISTING SUBCONTRACTORS ON ALTERNATES *****
 (Use Additional Sheets As Needed)

ADDITIVE/DEDUCTIVE ALTERNATE	SUBCONTRACTOR NAME, LOCATION, PHONE & EMAIL	CONTRACTOR OR DESIGNER	DIR REGISTRATION NUMBER	SUBCONTRACTOR LICENSE NUMBER	TYPE OF WORK	DOLLAR VALUE OF SUBCONTRACT	MBE, WBE, DBE, DVBE, OBE, ELBE, SLBE, SDB, WOSB, HUBZone, OR SDVOSB®	WHERE CERTIFIED	CHECK IF JOINT VENTURE PARTNERSHIP
# 225	Name: <u>RAP Engineering Inc</u> Address: <u>503 East Mission Dr</u> City: <u>San Marcos</u> State: <u>Ca</u> Zip: <u>92069</u> Phone: <u>(609) 233-2900</u> Email: <u>submitlock@rapeng.com</u>	<u>Contractor</u>	<u>10000029</u> <u>UG</u>	<u>880934</u>	<u>AL</u> <u>CO-OP</u> <u>Mill</u> <u>Asphalt</u> <u>Pavement</u>	<u>N.I.</u> <u>(5,195,452)</u>	<u>DBE</u>	<u>(Lha)</u>	
# 224	Name: _____ Address: _____ City: _____ State: _____ Zip: _____ Phone: _____ Email: _____								
# 227	Name: _____ Address: _____ City: _____ State: _____ Zip: _____ Phone: _____ Email: _____								

- ① As appropriate, Bidder shall identify Subcontractor as one of the following and shall include a valid proof of certification (except for OBE, SLBE and ELBE):
 - Minority Business Enterprise
 - Certified Minority Business Enterprise
 - Certified Disadvantaged Business Enterprise
 - Other Business Enterprise
 - Certified Small Local Business Enterprise
 - Woman-Owned Small Business
 - Service-Disabled Veteran Owned Small Business
- ② As appropriate, Bidder shall indicate if Subcontractor is certified by:
 - City of San Diego
 - California Public Utilities Commission
 - State of California's Department of General Services
 - State of California
 - City
 - CPUC
 - CADoGS
 - CA
 - MBE
 - DBE
 - OBE
 - SLBE
 - WOSB
 - SDVOSB
 - Certified Woman Business Enterprise
 - Certified Disabled Veteran Business Enterprise
 - Certified Emerging Local Business Enterprise
 - Small Disadvantaged Business
 - HUBZone Business
 - State of California Department of Transportation
 - City of Los Angeles
 - U.S. Small Business Administration
 - WBE
 - DVBE
 - ELBE
 - SDB
 - HUBZone
 - CALTRANS
 - LA
 - SBA

The Bidder will not receive any subcontracting participation percentages if the Bidder fails to submit the required proof of certification.

DEBARMENT AND SUSPENSION CERTIFICATION
PRIME CONTRACTOR
FAILURE TO COMPLETE AND SUBMIT AT TIME OF BID SHALL RENDER BID NON-RESPONSIVE

EFFECT OF DEBARMENT OR SUSPENSION

To promote integrity in the City's contracting processes and to protect the public interest, the City shall only enter into contracts with responsible- bidders and contractors. In accordance with San Diego Municipal Code §22.0814 (a): *Bidders and contractors* who have been *debarred* or *suspended* are excluded from submitting bids, submitting responses to requests for proposal or qualifications, receiving *contract awards*, executing *contracts*, participating as a *subcontractor*, employee, agent or representative of another *person contracting with the City*.

As part of its bid or proposal (Non-Price Proposal in the case of Design-Build contracts), the Bidder shall provide to the City a list of Names of the Principal Individual owner(s).

The names of all persons interested in the foregoing proposal as Principals are as follows:

NAME	TITLE
Peter L. Rasic	President
Franky A. Rasic	Vice President
Walter A. Rasic, Jr.	Vice President/Secretary

IMPORTANT NOTICE: If Bidder or other interested person is a corporation, state secretary, treasurer, and manager thereof; if a co-partnership, state true name of firm, also names of all individual co-partners composing firm; if Bidder or other interested person is an individual, state first and last names in full.

The Bidder, under penalty of perjury, certifies that, except as noted below, he/she or any person associated therewith in the capacity of owner, partner, director, officer, manager:

- Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal, State or local agency;
- has not been suspended, debarred, voluntarily excluded or determined ineligible by any Federal, State or local agency within the past 3 years;
- does not have a proposed debarment pending; and
- has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years.

If there are any exceptions to this certification, insert the exceptions in the following space.

Exceptions will be considered in determining bidder responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

Contractor Name: W. A. Rasic Construction Company, Inc.

Certified By Walter A. Rasic, Jr. Title Vice President/Secretary


 Name
 Signature

Date January 18, 2021

NOTE: Providing false information may result in criminal prosecution or administrative sanctions.

COMMITMENT TO COMPLY WITH SKILLED AND TRAINED WORKFORCE REQUIREMENTS

Bidder, on behalf of itself and its subcontractor(s) at every tier, hereby commits that a skilled and trained workforce will be used to perform all work on the Project that falls within an apprenticeship occupation in the building or construction trades in accordance with Chapter 2.9 (commencing with Section 2600) of Part 1 of Division 2 of the Public Contract Code. Pursuant to Public Contract Code section 2601, as of January 1, 2018:

“Skilled and trained workforce” means a workforce that meets all of the following conditions: All the workers performing work in an apprenticeable occupation in the building and construction trades are either skilled journeypersons or apprentices registered in an apprenticeship program approved by the chief.

For work performed on or after January 1, 2018, at least 40 percent of the skilled journeypersons employed to perform work on the contract or project by every contractor and each of its subcontractors at every tier are graduates of an apprenticeship program for the applicable occupation. This requirement shall not apply to work performed in the following occupations: acoustical installer, bricklayer, carpenter, cement mason, drywall installer or lather, marble mason, finisher, or setter, modular furniture or systems installer, operating engineer, pile driver, plasterer, roofer or waterproofer, stone mason, surveyor, teamster, terrazzo worker or finisher, and tile layer, setter, or finisher.

For work performed on or after January 1, 2019, at least 50 percent of the skilled journeypersons employed to perform work on the contract or project by every contractor and each of its subcontractors at every tier are graduates of an apprenticeship program for the applicable occupation. This requirement shall not apply to work performed in the following occupations: acoustical installer, bricklayer, carpenter, cement mason, drywall installer or lather, marble mason, finisher, or setter, modular furniture or systems installer, operating engineer, pile driver, plasterer, roofer or waterproofer, stone mason, surveyor, teamster, terrazzo worker or finisher, and tile layer, setter, or finisher.

For work performed on or after January 1, 2020, at least 60 percent of the skilled journeypersons employed to perform work on the contract or project by every contractor and each of its subcontractors at every tier are graduates of an apprenticeship program for the applicable occupation. This requirement shall not apply to work performed in the following occupations: acoustical installer, bricklayer, carpenter, cement mason, drywall installer or lather, marble mason, finisher, or setter, modular furniture or systems installer, operating engineer, pile driver, plasterer, roofer or waterproofer, stone mason, surveyor, teamster, terrazzo worker or finisher, and tile layer, setter, or finisher.

NOTE: The above commitment is required by California Public Utilities Code section 132354.7 and must be submitted by Bidder in order for the Bid to be responsive to the IFB.

Name of Bidder: W. A. Rasic Construction Company, Inc.

Name and Title of Bidder’s Authorized Representative: Walter A. Rasic, Jr., Vice President/Secretary

Signature of Bidder’s Representative: _____ Date: January 26, 2021


(SIGN HERE)

Bid Results

Bidder Details

Vendor Name W. A. Rasic Construction Company, Inc.
Address 4150 Long Beach Blvd.
 Long Beach, California 90807
 United States
Respondee Walter A. Rasic, Jr.
Respondee Title Vice President/Secretary
Phone 562-928-6111
Email wrasic@warasic.com
Vendor Type PQUAL, CADIR
License # 368761
CADIR 1000000649

Bid Detail

Bid Format Electronic
Submitted 02/05/2021 1:51 PM (PDT)
Delivery Method
Bid Responsive Yes
Bid Status Submitted
Confirmation # 241940
Ranking 0

Respondee Comment

Buyer Comment

Attachments

File Title	File Name	File Type
Form 4500-3.pdf	Form 4500-3.pdf	Form 4500-3
G. DISCLOSURE OF LOBBYING ACTIVITIES.pdf	G. DISCLOSURE OF LOBBYING ACTMTIES.pdf	Disclosure of Lobbying Activities
D. MANDATORY DISCLOSURE of BUSINESS INTERESTS FORM.pdf	D. MANDATORY DISCLOSURE of BUSINESS INTERESTS FORM.pdf	Mandatory Disclosure of Business Interests
Debarment and suspension Certification(SUB.SUP.MAN.) (2).pdf	Debarment and suspension Certification(SUB.SUP.MAN.) (2).pdf	Debarment and Suspension Certification for Subs, Suppliers, Mfgs
J. COMMITMENT TO COMPLY WITH SKILLED AND TRAINED WORKFORCE.pdf	J. COMMITMENT TO COMPLY WITH SKILLED AND TRAINED WORKFORCE.pdf	Commitment to Comply with Skilled and Trained Workforce
Subcontractor Listing for Alternate Items .pdf	Subcontractor Listing for Alternate Items .pdf	Subcontractor Listing for Alternate Items
B. CONTRACTORS CERTIFICATION OF PENDING ACTIONS.pdf	B. CONTRACTORS CERTIFICATION OF PENDING ACTIONS.pdf	Certification of Pending Actions
A. BID BOND.pdf	A. BID BOND.pdf	Bid Bond
Form 4500-4.pdf	Form 4500-4.pdf	Form 4500-4
E. Debarment and Suspension Certification for Primos.pdf	E. Debarment and Suspension Certification for Primos.pdf	Debarment and Suspension Certification for Primos

Subcontractors

Showing 11 Subcontractors

Name & Address	Desc	License Num	CADIR	Amount	Type
Aqueos Corporation 2550 Eastman Ave. Ste. 8 Ventura, California 93003	MTBM Retrieval & Subaqueous Pipeline (Constructor)	780319	1000006943	\$3,703,810.00	
Crest Equipment Inc 161 Scottford Dr El Cajon, California 92021	Trucking & Disposal (Constructor)	892791	1000005405	\$3,100,000.00	CAU, FEM, PQUAL, MBE, CADIR, SDB, WBE, WOSB
Golden State Boring & Pipe Jacking 7000 Merrill Ave. Box 40 Chino, California 91710	Bore & Jack (Constructor)	678500	1000005788	\$1,576,125.00	
Morgner Construction Management 5055 Wilshire Blvd. Suite 333 Los Angeles, California 90036	Geotechnical (Consultant)	842598	1000012130	\$429,723.00	LAT, FEM, DBE, LGBT, MBE, CADIR, WBE, WOSB
PAYNECO SPECIALTIES INC 120 N Second Avenue Chula Vista, California 91910	Striping (Constructor)	298637	1000003515	\$292,915.00	DBE, WBE
RAP Engineering, Inc. 503 E. Mission Road San Marcos, California 92069	AC Cold Milling & Asphalt Pavement (Constructor)	880956	1000002968	\$5,834,435.00	LAT, MALE, DBE, MBE, CADIR
Southern Contracting Company 559 North Twin Oaks Valley Road San Marcos, California 92069	Fiber Optic & Electrical (Constructor)	222252	1000002172	\$3,177,000.00	PQUAL, CADIR
Southwest Traffic Signal Service, Inc 9201 Isaac St Suite A Santee, California 92071	Traffic Loops, Detection & Cabling (Constructor)	451115	1000004265	\$673,450.00	DVBE
Tom Grbavac and Sons 933 Blue Heron Seal Beach, California 90740	Sawcutting & Concrete Related Services	945534	100001314	\$2,976,000.00	CADIR
Ward & Burke Tunneling Inc. 20 THIRD ST STE 210 COLUMBUS, California 43215	Microtunnel	1050689	1000553016	\$4,483,500.00	
Western Gardens Landscaping, Inc. 4616 Bonanza Rd	Landscaping & Maintenance	662550	1000004289	\$364,967.00	SLBE, CADIR

Line Items

Discount Terms No Discount

Item #	Item Code	Type	Item Description	UOM	QTY	Unit Price	Line Total	Response	Comment
Main Bid NCPWPL							\$89,816,869.45		
1	524126		Bonds (Payment and Performance)	LS	1	\$700,000.00	\$700,000.00	Yes	
2	237110		Potholing Existing Utilities Not Shown on Plans but Marked Out by USA (Depth < 5-ft)	EA	150	\$600.00	\$90,000.00	Yes	
3	237110		Potholing Existing Utilities Not Shown on Plans but Marked Out by USA (Depth > 5 feet)	EA	50	\$800.00	\$40,000.00	Yes	
4	236220		Permits (EOC Type I)	AL	1	\$165,000.00	\$165,000.00	Yes	
5	237110		Drinking Water Discharge Monitoring by QSP	LS	1	\$10,000.00	\$10,000.00	Yes	
6	541330		SWPPP Development	LS	1	\$20,000.00	\$20,000.00	Yes	
7	237000		SWPPP Implementation	LS	1	\$1,300,000.00	\$1,300,000.00	Yes	
8	541330		SWPPP Permit Fee (EOC Type I)	AL	1	\$2,000.00	\$2,000.00	Yes	
9	237110		Dewatering Permit and Discharge Fees (EOC Type I)	AL	1	\$25,000.00	\$25,000.00	Yes	
10	237110		Dewatering Non-Hazardous Contaminated Water	LS	1	\$20,000.00	\$20,000.00	Yes	
11	541600		Monitoring of Contaminated Soils	HR	100	\$150.00	\$15,000.00	Yes	
12	238990		Preparation of Hazardous Waste Management Plan and Reporting	LS	1	\$5,000.00	\$5,000.00	Yes	
13	238990		Testing, Sampling, Site Storage and Handling of Petroleum Contaminated Soil	TON	200	\$100.00	\$20,000.00	Yes	
14	238990		Loading, Transportation, and Disposal of Petroleum Contaminated Soil	TON	200	\$100.00	\$20,000.00	Yes	
15	238990		Testing, Sampling, Site Storage, Handling, Transportation, and Disposal of RCRA Hazardous Waste Contamination from the Treatment of Contaminated Ground Water	GAL	1000	\$10.00	\$10,000.00	Yes	
16	238990		Testing, Sampling, Site Storage, Handling, Transportation, and Disposal of Non-RCRA Hazardous Waste Contamination from the Treatment of Contaminated Ground Water	GAL	1000	\$10.00	\$10,000.00	Yes	
17	238990		Mobilization	LS	1	\$4,000,000.00	\$4,000,000.00	Yes	
18			Field Orders (EOC Type II)	AL	1	\$3,060,000.00	\$3,060,000.00	Yes	
19	237310		Additional Pavement Removal and Disposal	CY	500	\$100.00	\$50,000.00	Yes	
20	238910		Tree Removal	EA	70	\$600.00	\$42,000.00	Yes	
21	237310		Traffic Detector Loop and Appurtenance Type E	EA	173	\$1,100.00	\$190,300.00	Yes	
22	237310		Cold Mill AC Pavement (0 Inch - 3 Inch)	SY	291052	\$3.50	\$1,018,682.00	Yes	
23	237310		Asphalt Pavement Repair	TON	200	\$315.00	\$63,000.00	Yes	
24	237310		Rubber Polymer Modified Slurry (RPMS) Type I	SF	106138	\$0.38	\$40,332.44	Yes	
25	237310		Rubber Polymer Modified Slurry (RPMS) Type III	SF	254913	\$0.49	\$124,907.37	Yes	
26	237310		Pavement Restoration Adjacent to Trench	SF	201600	\$1.00	\$201,600.00	Yes	
27	237310		Cross Gutter	SF	8791	\$18.00	\$158,238.00	Yes	
28	237310		Crack Seal	LB	1000	\$10.00	\$10,000.00	Yes	
29	237310		Curb and Gutter adjacent to Curb Ramps (10'/CR)	LF	610	\$50.00	\$30,500.00	Yes	
30	237310		Commercial Concrete Driveway	SF	1620	\$25.00	\$40,500.00	Yes	
31	237310		Curb Ramp Type A with Detectable Warning Tiles	EA	46	\$6,000.00	\$276,000.00	Yes	
32	237310		Curb Ramp Type B with Detectable Warning Tiles	EA	8	\$5,500.00	\$44,000.00	Yes	
33	237310		Curb Ramp Modified Type C-1 with Detectable Warning Tiles	EA	6	\$5,500.00	\$33,000.00	Yes	
34	237110		Detectable warning tiles & sidewalk improvements adjacent to RR, Sheet 115-D	LS	1	\$8,500.00	\$8,500.00	Yes	
35	237110		Water Main 48 Inch Steel	LF	39240	\$888.00	\$34,845,120.00	Yes	
36	237110		Water Main 36 Inch Steel	LF	240	\$1,500.00	\$360,000.00	Yes	
37	237110		Trench Shoring	LS	1	\$5,066,789.64	\$5,066,789.64	Yes	
38	237110		Butterfly Valve 48 Inch, Class 250	EA	17	\$80,000.00	\$1,360,000.00	Yes	
39	237110		Water Valve Bypass for Straight Mainline 16 Inch and Larger - Including Class 250 8" GV	EA	17	\$5,500.00	\$93,500.00	Yes	
40	237110		Blow-Off Valve Assembly 2 Inch, Class 250	EA	1	\$17,500.00	\$17,500.00	Yes	
41	237110		Blow-Off Valve Assembly 4 Inch, Class 250	EA	32	\$22,500.00	\$720,000.00	Yes	
42	237110		Blow-Off Valve Assembly 6 Inch, Class 250	EA	1	\$24,000.00	\$24,000.00	Yes	
43	237110		Air and Vacuum (Air Release) Valve Assembly 4 Inch, Class 250	EA	5	\$35,000.00	\$175,000.00	Yes	
44	237110		Air and Vacuum (Air Release) Valve Assembly 6 Inch, Class 250	EA	24	\$36,000.00	\$864,000.00	Yes	
45	237110		Air and Vacuum (Air Release) Valve Assembly 8 Inch, Class 250	EA	7	\$39,000.00	\$273,000.00	Yes	
46	237110		Air and Vacuum (Air Release) Valve Assembly 10 Inch, Class 250	EA	1	\$58,000.00	\$58,000.00	Yes	
47	237110		Air and Vacuum (Air Release) Valve Assembly 12 Inch, Class 250	EA	2	\$60,000.00	\$120,000.00	Yes	
48	237110		Complete Part Assembly of all work specified on C-23 Detail 4)	EA	1	\$7,500.00	\$7,500.00	Yes	

Item #	Item Code	Type	Item Description	UOM	QTY	Unit Price	Line Total	Response	Comment
50	237110		Trenchless Construction - BNSF Miramar Road	LS	1	\$280,000.00	\$280,000.00	Yes	
51	237110		Trenchless Construction - Via Pasar	LS	1	\$250,000.00	\$250,000.00	Yes	
52	237110		Trenchless Construction - I-15	LS	1	\$800,000.00	\$800,000.00	Yes	
53	237110		Trenchless Construction - Evan's Pond	LS	1	\$3,050,000.00	\$3,050,000.00	Yes	
54	237110		Trenchless Construction - Miramar Reservoir Tunnel	LS	1	\$3,400,000.00	\$3,400,000.00	Yes	
55	237110		Instrumentation and Monitoring	LS	1	\$500,000.00	\$500,000.00	Yes	
56	237110		Launch Shaft for trenchless construction - Eastgate Mall	LS	1	\$200,000.00	\$200,000.00	Yes	
57	237110		Receiving Shaft for trenchless construction - Eastgate Mall	LS	1	\$100,000.00	\$100,000.00	Yes	
58	237110		Launch/Shaft for Trenchless Construction - BNSF Miramar Road	LS	1	\$100,000.00	\$100,000.00	Yes	
59	237110		Receiving Shaft for Trenchless Construction -BNSF Miramar Road	LS	1	\$70,000.00	\$70,000.00	Yes	
60	237110		Launch/Shaft for Trenchless Construction - Via Pasar	LS	1	\$225,000.00	\$225,000.00	Yes	
61	237110		Receiving Shaft for Trenchless Construction -Via Pasar	LS	1	\$140,000.00	\$140,000.00	Yes	
62	237110		Launch/Shaft for Trenchless Construction - I-15	LS	1	\$210,000.00	\$210,000.00	Yes	
63	237110		Receiving Shaft for Trenchless Construction - I-15	LS	1	\$150,000.00	\$150,000.00	Yes	
64	237110		Launch/Shaft for Trenchless Construction - Dual use for Evans Pond and Miramar Reservoir	LS	1	\$1,600,000.00	\$1,600,000.00	Yes	
65	237110		Receiving Shaft for Trenchless Construction - Evan's Pond	LS	1	\$300,000.00	\$300,000.00	Yes	
66	237110		Off-Spec Water - 8" (Inclusive of All Work Specified on Sheet C-66)	LS	1	\$40,000.00	\$40,000.00	Yes	
67	237110		Off-Spec Water - 16" (Inclusive of All Work Specified on Sheet C-67)	LS	1	\$80,000.00	\$80,000.00	Yes	
68	237310		Striping	LS	1	\$150,000.00	\$150,000.00	Yes	
69	237310		Continental Crosswalks	SF	43900	\$3.50	\$153,650.00	Yes	
70	237310		Traffic Control	LS	1	\$1,000,000.00	\$1,000,000.00	Yes	
71	237310		K-Rail for Shaft Protection (on Private Property as Shown on Plans)	LF	100	\$100.00	\$10,000.00	Yes	
72	237310		Portable Changeable Message Signs (EOC Type I)	Month	216	\$600.00	\$129,600.00	Yes	
73	238210		SDG&E Fee Allowance (EOC Type I) (STA 47+60, STA 184+00, and STA 335+22)	AL	1	\$12,000.00	\$12,000.00	Yes	
74	238210		Fiber Optic Conduit	LS	1	\$1,250,000.00	\$1,250,000.00	Yes	
75	238210		Fiber Optic Cable	LS	1	\$700,000.00	\$700,000.00	Yes	
76	237110		Cathodic Protection System	LS	1	\$400,000.00	\$400,000.00	Yes	
77	237110		Pipe Bonding and Test Stations	LS	1	\$350,000.00	\$350,000.00	Yes	
78	237310		Pedestrian Push Button Upgrades	EA	5	\$2,100.00	\$10,500.00	Yes	
79	237310		Railing (Pedestrian Protective)	EA	38	\$1,000.00	\$38,000.00	Yes	
80	561730		Root Pruning	EA	25	\$850.00	\$21,250.00	Yes	
81	561730		Root Control Barrier	LF	40	\$35.00	\$1,400.00	Yes	
82	561730		Groundcover (Flatted Plants)	EA	311	\$10.00	\$3,110.00	Yes	
83	561730		Groundcover (1 - 2")	SF	4537	\$10.00	\$45,370.00	Yes	
84	561730		Groundcover (4 - 8")	SF	1239	\$12.00	\$14,868.00	Yes	
85	561730		Shrub 5 Gallon	EA	360	\$75.00	\$27,000.00	Yes	
86	561730		Shrub 1 Gallon	EA	57	\$40.00	\$2,280.00	Yes	
87	561730		Tree 5 Gal	EA	145	\$100.00	\$14,500.00	Yes	
88	561730		Irrigation System	LS	1	\$60,000.00	\$60,000.00	Yes	
89	238910		Clearing and Grubbing	LS	1	\$20,000.00	\$20,000.00	Yes	
90	238990		Construction Fencing and Access	LF	2000	\$17.00	\$34,000.00	Yes	
91	561730		Revegetation and Erosion Control	LS	1	\$30,000.00	\$30,000.00	Yes	
92	541330		25-Month Revegetation Maintenance and Monitoring Program	LS	1	\$225,000.00	\$225,000.00	Yes	
93	238110		Access Structure	LS	1	\$3,500,000.00	\$3,500,000.00	Yes	
94	237110		Pure Water Dechlorination Facility	LS	1	\$4,500,000.00	\$4,500,000.00	Yes	
95	237110		Access Manway and Cover (W/Taps for Air/Vac Valves)	EA	24	\$60,000.00	\$1,440,000.00	Yes	
96	237310		Additional Medians - Remove & Replace	SF	6020	\$25.00	\$125,500.00	Yes	
97	237310		Guardrails - Remove & Replace	LF	440	\$60.00	\$26,400.00	Yes	
98	237110		10 Inch Schedule 80 PVC Pipe Relocation - Eastgate Mall	LF	400	\$200.00	\$80,000.00	Yes	

Item #	Item Code	Type	Item Description	UOM	QTY	Unit Price	Line Total	Response	Comment
100	237110		Permanent Access Path w/ drainage ditch (inclusive of all work specified on C-94)	LS	1	\$85,000.00	\$85,000.00	Yes	
101	238210		Temporary Traffic Detection System	LS	1	\$325,000.00	\$325,000.00	Yes	
102	237110		Security Systems (EOC Type I)	AL	1	\$60,000.00	\$60,000.00	Yes	
103	237110		Video Recording of Existing Conditions	LF	40000	\$1.00	\$40,000.00	Yes	
104	237110		Facility Commissioning and Acceptance Test (EOC Type I)	AL	1	\$110,000.00	\$110,000.00	Yes	
105	237110		Additional Fittings	LS	1	\$130,000.00	\$130,000.00	Yes	
106	238990		Protection Posts (Bollards)	EA	86	\$900.00	\$68,900.00	Yes	
107	238990		Class "A" Field Office	LS	1	\$420,000.00	\$420,000.00	Yes	
108	541820		Dispute Resolution Board (EOC Type I)	AL	1	\$50,000.00	\$50,000.00	Yes	
109	237310		Asphalt Overlay 3" (2,473,917 SF)	TON	46180	\$100.00	\$4,618,000.00	Yes	
110	237310		Asphalt Overlay 2" (145,552 SF)	TON	1811	\$100.00	\$181,100.00	Yes	
111	237310		Sidewalks (C-74) Asphalt	SF	1696	\$13.00	\$22,048.00	Yes	
112	237310		Sidewalks (C74) PCC	SF	4736	\$9.00	\$42,624.00	Yes	
113	237310		Miramar Parking and SW Quality (L7-L10, C100A-C100M)	LS	1	\$325,000.00	\$325,000.00	Yes	
114	237310		Potable Water Make Up (O67A-C67B)	LS	1	\$150,000.00	\$150,000.00	Yes	
115	237310		Permanent Resurfacing Phasing	EA	8	\$10,000.00	\$80,000.00	Yes	
116	238210		Additional Traffic Signal Conduit and Cabling	LS	1	\$200,000.00	\$200,000.00	Yes	
117	238210		SDG&E Service Orders for 3 ICCP Systems, (STA 47+60, STA 184+00, and STA 335+22)	LS	1	\$9,000.00	\$9,000.00	Yes	
118	237110		Storm Drain Cleanout	EA	2	\$14,000.00	\$28,000.00	Yes	
119	237110		Storm Drain (18-inch RCP)	LF	100	\$500.00	\$50,000.00	Yes	
120	237110		4-Inch or Larger Meter for Construction Flushing (EOC Type I)	AL	1	\$8,000.00	\$8,000.00	Yes	
Main Bid SAPL							\$9,763,000.00		
121	237110		Subaqueous Pipeline System	LS	1	\$8,150,000.00	\$8,150,000.00	Yes	
122	237110		Mobilization	LS	1	\$400,000.00	\$400,000.00	Yes	
123	237310		Parking Lot Paving and Striping	LS	1	\$900,000.00	\$900,000.00	Yes	
124	541330		Water Pollution Control Miramar Reservoir	LS	1	\$5,000.00	\$5,000.00	Yes	
125	237110		Video Recording of Existing Conditions	LS	1	\$5,000.00	\$5,000.00	Yes	
126	238990		Project Identification Sign	EA	2	\$1,000.00	\$2,000.00	Yes	
127	237110		Permits (EOC Type I)	AL	1	\$165,000.00	\$165,000.00	Yes	
128			Field Orders (EOC Type II)	AL	1	\$136,000.00	\$136,000.00	Yes	
Main Bid AC WG 1038							\$23,876,157.78		
129	237110		Bonds (Payment and Performance)	LS	1	\$200,000.00	\$200,000.00	Yes	
130	237110		AC WG 1038 Permits (EOC Type I)	AL	1	\$55,000.00	\$55,000.00	Yes	
131	237110		Mobilization	LS	1	\$700,000.00	\$700,000.00	Yes	
132			Field Orders (EOC Type II)	AL	1	\$2,065,100.00	\$2,065,100.00	Yes	
133	237110		Asphalt Pavement Repair	TON	840	\$226.00	\$189,840.00	Yes	
134	237110		Rubber Polymer Modified Slurry (RPMS) Type II	SF	31048	\$0.38	\$11,798.24	Yes	
135	237110		Rubber Polymer Modified Slurry (RPMS) Type III	SF	31048	\$0.48	\$14,903.04	Yes	
136	237110		Pavement Restoration Adjacent to Trench	SF	34081	\$5.00	\$170,405.00	Yes	
137	237110		Asphalt Concrete Overlay (1.5 - inch)	TON	778	\$138.00	\$107,364.00	Yes	
138	237110		Crack Seal	LB	1547	\$10.00	\$15,470.00	Yes	
139	237110		Additional Curb and Gutter Removal and Replacement	LF	50	\$50.00	\$2,500.00	Yes	
140	237110		Additional Sidewalk Removal and Replacement	SF	100	\$10.00	\$1,000.00	Yes	
141	237110		Cross Gutter	SF	1600	\$25.00	\$40,000.00	Yes	
142	237110		Commercial Concrete Driveway	SF	3777	\$25.00	\$94,425.00	Yes	
143	237110		Median Curb and Gutter (Type B-2)	LF	1680	\$40.00	\$67,200.00	Yes	
144	237110		Curb Flamp Modified (Type D) with Steel Detectable Warning Tiles	EA	2	\$6,800.00	\$13,600.00	Yes	
145	237110		Removal or Abandonment of Existing Water Facilities (Fire Hydrants)	EA	42	\$1,000.00	\$42,000.00	Yes	
146	237110		Abandon and Fill Existing Water Main (18 inch) Outside of the Trench Limit	LF	27468	\$15.00	\$411,000.00	Yes	

Item #	Item Code	Type	Item Description	UOM	QTY	Unit Price	Line Total	Response	Comment
148	237110		Additional Bedding	CY	1262	\$30.00	\$37,860.00	Yes	
149	237110		Water Main (8 Inch)	LF	58	\$330.00	\$19,140.00	Yes	
150	237110		Water Main (12 Inch)	LF	2245	\$325.00	\$729,625.00	Yes	
151	237110		Water Main (16 Inch, Class 305)	LF	31665	\$250.00	\$7,916,250.00	Yes	
152	237110		Water Main (16 Inch, CML and TW Class 305)	LF	36	\$2,000.00	\$72,000.00	Yes	
153	237110		Water Main (36 Inch)	LF	30	\$2,000.00	\$60,000.00	Yes	
154	237110		Butterfly Valve (16 Inch, Class 250B)	EA	135	\$8,500.00	\$1,147,500.00	Yes	
155	237110		Butterfly Valve (36 Inch, Class 250B)	EA	4	\$50,000.00	\$200,000.00	Yes	
156	237110		Gate Valve (8 Inch)	EA	2	\$2,800.00	\$5,600.00	Yes	
157	237110		Gate Valve (10 Inch)	EA	1	\$3,500.00	\$3,500.00	Yes	
158	237110		Gate Valve (12 Inch)	EA	27	\$4,000.00	\$108,000.00	Yes	
159	237110		Water Valve Bypass for T-Mainline 16 Inch and Larger	EA	2	\$20,000.00	\$40,000.00	Yes	
160	237110		Fire Hydrant Assembly and Marker (6 Inch) 3-Port	EA	129	\$20,000.00	\$2,580,000.00	Yes	
161	237110		Fire Service Connection and Assembly (4 Inch)	EA	9	\$17,000.00	\$153,000.00	Yes	
162	237110		Fire Service Connection and Assembly (6 Inch)	EA	15	\$19,000.00	\$285,000.00	Yes	
163	237110		Fire Service Connection and Assembly (8 Inch)	EA	13	\$22,000.00	\$286,000.00	Yes	
164	237310		Fire Service Connection and Assembly (10 Inch)	EA	4	\$24,000.00	\$96,000.00	Yes	
165	237110		Water Service (1 Inch)	EA	34	\$9,000.00	\$306,000.00	Yes	
166	237110		Water Service (2 Inch)	EA	95	\$10,000.00	\$950,000.00	Yes	
167	237110		Water Service (4 Inch)	EA	3	\$16,000.00	\$48,000.00	Yes	
168	237110		Water Service (6 Inch)	EA	1	\$20,000.00	\$20,000.00	Yes	
169	237110		Water Service (8 Inch)	EA	1	\$20,000.00	\$20,000.00	Yes	
170	237110		Air and Vacuum (Air Release) Valve Assembly (1 Inch, Class 305)	EA	5	\$10,000.00	\$50,000.00	Yes	
171	237110		Blow-Off Valve Assembly (2 Inch)	EA	4	\$10,000.00	\$40,000.00	Yes	
172	237110		Blow-Off Valve Assembly (4 Inch)	EA	1	\$12,000.00	\$12,000.00	Yes	
173	237110		Mega Lug (ROMAC OR EQUAL)	EA	100	\$500.00	\$50,000.00	Yes	
174	237110		16" Alpha Coupling	EA	2	\$3,000.00	\$6,000.00	Yes	
175	237110		16" 45 Degree Bend - MJ x MJ	EA	4	\$3,000.00	\$12,000.00	Yes	
176	237110		16" 22.5 Degree Bend - MJ x MJ	EA	2	\$3,000.00	\$6,000.00	Yes	
177	237110		16" 11.25 Degree Bend - MJ x MJ	EA	2	\$3,000.00	\$6,000.00	Yes	
178	237110		16" MJ Accessory Kit	EA	16	\$300.00	\$4,800.00	Yes	
179	237110		16" PVC Repair Coupling	EA	4	\$1,000.00	\$4,000.00	Yes	
180	237110		16" High Deflection Coupling	EA	2	\$1,700.00	\$3,400.00	Yes	
181	237110		Thrust Blocks and Anchor Blocks for 16 Inch and Larger Water Mains	EA	180	\$750.00	\$135,000.00	Yes	
182	237110		Imported Trench Backfill	TON	20450	\$20.00	\$409,000.00	Yes	
183	237110		Trenchless Construction - BNSF Crossing Miramar (Sta 23+10 to 24+80)	LS	1	\$225,000.00	\$225,000.00	Yes	
184	237110		Trenchless Construction - Frost Mar Crossing (Sta 1+55 to 2+10)	LS	1	\$100,000.00	\$100,000.00	Yes	
185	237110		Trenchless Construction - Miramar/Frost Mar Utility Crossing (Sta 4+45 to 5+15)	LS	1	\$125,000.00	\$125,000.00	Yes	
186	237110		4-Inch or Larger Meter for Construction Flushing (EOC Type I)	AL	1	\$15,500.00	\$15,500.00	Yes	
187	237110		Striping	LS	1	\$6,000.00	\$6,000.00	Yes	
188	238990		Thermoplastic Traffic Striping and Thermoplast Pavement Markings	LS	1	\$6,000.00	\$6,000.00	Yes	
189	237310		Instrumentation and Monitoring (BNSF and Frost Mar Crossings)	LS	1	\$40,000.00	\$40,000.00	Yes	
190	237310		Jack Shaft for Trenchless Construction Miramar/Frost Mar Crossing (Sta 1+47.42 - 2+19.34)	LS	1	\$100,000.00	\$100,000.00	Yes	
191	237310		Receiving Shaft for Trenchless Construction Miramar/Frost Mar Crossing (Sta 1+47.42 - 2+19.34)	LS	1	\$80,000.00	\$80,000.00	Yes	
192	237310		Jacking Shaft for Trenchless Construction BNSF Crossing (Sta 23+00)	LS	1	\$100,000.00	\$100,000.00	Yes	
193	237310		Receiving Shaft for Trenchless Construction BNSF Crossing (Sta 24+80)	LS	1	\$80,000.00	\$80,000.00	Yes	
194	237310		Jacking Shaft for Trenchless Construction Frost Mar Crossing (Sta 4+30)	LS	1	\$100,000.00	\$100,000.00	Yes	
195	237310		Receiving Shaft for Trenchless Construction Frost Mar Crossing (Sta 3+50)	LS	1	\$90,000.00	\$90,000.00	Yes	
196	237310		Video Recording of Pipeline Conditions	LS	1	\$7,500.00	\$7,500.00	Yes	

Item #	Item Code	Type	Item Description	UOM	QTY	Unit Price	Line Total	Response	Comment
198	237310		Potholing Existing Utilities Not Shown on Plans (Depth >5-ft)	EA	50	\$800.00	\$40,000.00	Yes	
199	237310		Adjust Existing Manhole Frame and Cover to Grade	EA	2	\$1,000.00	\$2,000.00	Yes	
200	237310		Adjust Existing Survey Monument to Grade	EA	1	\$1,000.00	\$1,000.00	Yes	
201	237310		Traffic Signal Loop and Appurtenance (Modified Type E)	EA	22	\$1,100.00	\$24,200.00	Yes	
202	237310		Traffic Signal Loop and Appurtenance (Type E)	EA	45	\$1,200.00	\$54,000.00	Yes	
203	237310		Cold Milling Full Width (1.5 -inch)	SF	77370	\$0.35	\$27,079.50	Yes	
204	237310		Traffic Control and Engineered Traffic Control Plans	LS	1	\$50,000.00	\$50,000.00	Yes	
205	237990		Traffic Detector Loop Stub	EA	13	\$750.00	\$9,750.00	Yes	
206	237990		Root Barrier	EA	2	\$1,000.00	\$2,000.00	Yes	
207	237110		Root Pruning	EA	1	\$2,500.00	\$2,500.00	Yes	
208	237110		Furnished Materials for Contractor High-line Work	LF	5521	\$20.00	\$110,420.00	Yes	
209	237110		High-lining Installation by the Contractor	LF	5521	\$40.00	\$220,840.00	Yes	
210	237110		High-lining Removed by the Contractor	LF	5521	\$18.00	\$99,378.00	Yes	
211	238990		Contractor Cut-In Valves 8-Inch Mains	EA	5	\$10,000.00	\$50,000.00	Yes	
212	237310		Contractor Cut-In Valves 12-Inch Mains	EA	5	\$13,000.00	\$65,000.00	Yes	
213	238910		Contractor Cut-In Valves 16-Inch Mains	EA	5	\$20,000.00	\$100,000.00	Yes	
214	238910		Connections to The Existing System by Contractor (8 Inch through 16 Inch)	EA	51	\$10,000.00	\$510,000.00	Yes	
215	238910		Connections to The Existing System by Contractor (36 Inch)	EA	4	\$30,000.00	\$120,000.00	Yes	
216	238910		Out-in Tee by Contractor (16" x 8" Inch)	EA	1	\$24,000.00	\$24,000.00	Yes	
217	238910		Out-in Tee by Contractor (16" x 12" Inch)	EA	8	\$27,000.00	\$216,000.00	Yes	
218	237110		Out-in Tee by Contractor (16" x 16" Inch)	EA	3	\$31,000.00	\$93,000.00	Yes	
219	237110		Out-in Cross by Contractor (16" x 16" Inch)	EA	1	\$40,000.00	\$40,000.00	Yes	
220	237310		Pavement Restoration for Final Connection	SF	5500	\$20.00	\$110,000.00	Yes	
221	237310		Cut & Plug by Contractor	EA	139	\$3,250.00	\$451,750.00	Yes	
222	237310		WPCP Development	LS	1	\$2,000.00	\$2,000.00	Yes	
223	237310		WPCP Implementation	LS	1	\$25,000.00	\$25,000.00	Yes	
Additive Alternate A							\$864,424.77		
224	237310		Rubber Polymer Modified Slurry (RPMS) Type II	SF	2619469	\$0.33	\$864,424.77	Yes	
Deductive Alternate B							\$-5,195,452.00		
225	237310		Cold Mill AC Pavement (0 Inch - 3 Inch) [(Deductive) Enter unit price as negative (-)]	SY	291052	\$-4.00	\$-1,164,208.00	Yes	
226	237310		Asphalt Concrete 2" (0.479 017 SF) [(Deductive) Enter unit price as negative (-)]	TSM	45190	\$-11.50	\$-5,195,452.00	Yes	

Line Item Subtotals

Section Title	Line Total
Main Bid NCPWPL	\$89,816,869.45
Main Bid SAPL	\$9,763,000.00
Main Bid AC WG 1038	\$23,876,157.78
Additive Alternate A	\$864,424.77

CONTRACT AGREEMENT

CONSTRUCTION CONTRACT

This Phase-Funded contract is made and entered into between **THE CITY OF SAN DIEGO**, a municipal corporation, herein called "City", and **W.A. Rasic Construction Company, Inc**, herein called "Contractor" for construction of **North City Pure Water Pipeline**; Bid No. **K-21-1744-DBB-3-A** in the total amount of **One Hundred Twenty Three Million, Four Hundred Fifty Six Thousand Twenty Seven Dollars and 23 Cents (\$123,456,027.23)** which is comprised of the **Base Bid alone**, consisting of an amount not to exceed **\$7,350,000 for Phase 1; \$52,860,000 for Phase 2; \$62,576,157.78 for Phase 3; and \$669,869.45 for Phase 4.**

IN CONSIDERATION of the payments to be made hereunder and the mutual undertakings of the parties hereto, City and Contractor agree as follows:

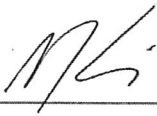
1. The following are incorporated into this contract as though fully set forth herein:
 - (a) The attached Faithful Performance and Payment Bonds.
 - (b) The attached Proposal Included in the Bid documents by the Contractor.
 - (c) Reference Standards listed in the Instruction to Bidders and the Supplementary Special Provisions (SSP).
 - (d) Phased Funding Schedule Agreement and Long-Term Maintenance and Monitoring Agreement.
 - (e) That certain documents entitled **North City Pure Water Pipeline**, on file in the office of the City Clerk as Document No. **B-16035, B-17153** as well as all matters referenced therein.
2. The Contractor shall perform and be bound by all the terms and conditions of this contract and in strict conformity therewith shall perform and complete in a good and workmanlike manner
North City Pure Water Pipeline, Bid Number. **K-21-1744-DBB-3-A**, San Diego, California.
3. For such performances, the City shall pay to Contractor the amounts set forth at the times and in the manner and with such additions or deductions as are provided for in this contract, and the Contractor shall accept such payment in full satisfaction of all claims incident to such performances (See WHITEBOOK, Section 7-3.10, Phased Funding Compensation).
4. No claim or suit whatsoever shall be made or brought by Contractor against any officer, agent, or employee of the City for or on account of anything done or omitted to be done in connection with this contract, nor shall any such officer, agent, or employee be liable hereunder.
5. This contract is effective as of the date that the Mayor or designee signs the agreement and is approved by the City Attorney in accordance with San Diego Charter Section 40.

CONTRACT AGREEMENT (continued)

IN WITNESS WHEREOF, this Agreement is signed by the City of San Diego, acting by and through its Mayor or designee, pursuant to Resolution No. R - _____ or Municipal Code _____ authorizing such execution.

THE CITY OF SAN DIEGO

By _____



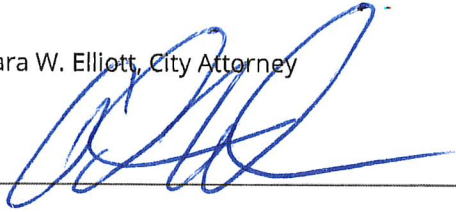
Print Name: Alia Khouri
Deputy Chief Operating Officer

Date: 04/26/2021

APPROVED AS TO FORM

Mara W. Elliott, City Attorney

By _____

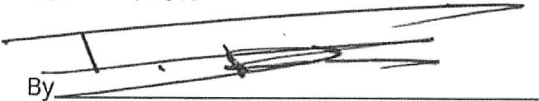


Print Name: Mara W. Elliott
Deputy City Attorney

Date: 4/29/21

CONTRACTOR

By _____



Print Name: Peter L. Rasic

Title: President

Date: 24 MARCH 2021
RFC 2021-05 21PC38

City of San Diego License No.: B2017016336

State Contractor's License No.: 368761

DEPARTMENT OF INDUSTRIAL RELATIONS (DIR) REGISTRATION NUMBER: 100000649