



**SPECIAL SOUTH GATE CITY COUNCIL
SPECIAL SOUTH GATE CITY COUNCIL AGENDA**

Tuesday, December 10, 2024 at 5:00 p.m.

AMENDED

**SOUTH GATE COUNCIL CHAMBERS
8650 CALIFORNIA AVE
SOUTH GATE, CA 90280**

**VIEW MEETING LIVE ONLINE AT:
[HTTPS://YOUTUBE.COM/@SOUTHGATECA90280](https://youtube.com/@SouthGateCA90280)**

City Officials

MAYOR

Gil Hurtado

CITY CLERK

Yodit Glaze

VICE MAYOR

Maria Davila

CITY TREASURER

Jose De La Paz

COUNCIL MEMBERS

Maria del Pilar Avalos

Joshua Barron

Al Rios

CITY MANAGER

Robert Houston

CITY ATTORNEY

Raul F. Salinas

If you would like to participate in this meeting, you can participate via the following options:

1. VIEW THE MEETING ONLINE AT: <https://youtube.com/@SouthGateCA90280>

Please allow up to 24 hours after the meeting for the archive to be available.

2. PARTICIPATE BEFORE THE MEETING by emailing the City Clerk at:

yglaze@sogate.org no later than 4:00 p.m. on the day of the meeting. Please write "Public Comment" in the subject line.

3. ATTEND THE MEETING IN PERSON

*The disruption in service of any alternative method does not prelude the City Council or other legislative body from taking further action and moving forward on the agenda.

Meeting Schedule

The regular meetings of the City Council are held on the second and fourth Tuesday of each month, closed session business will usually commence at 5:30 p.m., when scheduled, and general business session will commence at 6:30 p.m.

Brown Act

Agendas are drafted to accurately state what the legislative body is being asked to consider. The legislative body can take action on "all items" listed on the agenda and be in compliance with the open meeting laws. Under the Brown Act, no action may be taken on a matter unless it is listed on the agenda, or unless certain emergency or special circumstances exist. The governing body may direct staff to investigate and/or schedule certain matters for consideration at a future meeting.

City's Vision Statement

We envision a thriving, safe and inclusive community where everyone has the opportunity to access exceptional services, education and support to be resilient and live full, vibrant lives.

Public Communications

Public Comments on agenda items are limited to three (3) minutes. All comments are to be addressed directly to the Agency Members not to the members of the public.

Call to Order/Roll Call

CALL TO ORDER: Gil Hurtado, Mayor

ROLL CALL: Yodit Glaze, City Clerk

Meeting Compensation Disclosure

Pursuant to Government Code Section 54952.3: Disclosure of compensation for meeting attendance by City Council Members is \$1,900 monthly regardless of the amount of meetings.

Open Session

1. Agreement with Sancon Technologies Inc., for the Construction of Sewer Pipeline Lining and Improvements Project

The City Council will consider: (PW)

- a. Approving an Agreement with Sancon Technologies Inc. ("Agreement"), for the

construction of the Sewer Pipeline Lining Improvements, City Project No. 709-SWR, in an amount not-to-exceed \$2,143,727;

b. Authorizing the City Manager to administratively approve contract change orders up to a cumulative amount of \$250,000 to avoid delaying construction when change order work is needed, which will be funded from project contingency funds;

c. Approving Change Order No. 1 to reduce the scope of work and \$502,368 in cost, which cost reduction is in accordance with unit bid pricing, as necessary to complete the project within budget;

d. Authorizing the City Manager to approve pre-payments of construction progress payments to comply with State legislation that requires making payments within 30 days from receipt of an invoice;

e. Approving Notice of Exemption for the Sewer Pipeline Lining and Improvements, City Project No. 709-SWR, pursuant to Title 14 of the California Code of Regulations, Section 15301 Class 1 of the California Environmental Quality Act ("CEQA");

f. Approve filing a Categorical Exclusion Checklist with the appropriate federal agency for the Sewer Pipeline Lining and Improvements, City Project No. 709-SWR, pursuant to the requirements of the National Environmental Policy Act ("NEPA"); and

g. Authorizing the Mayor to execute the Agreement in a form acceptable to the City Attorney.

Documents:

[Item 1 Report 12102024 Special.pdf](#)

Closed Session

1. CONFERENCE WITH LEGAL COUNSEL – PENDING LITIGATION

Pursuant to Government Code Section 54956.9(a), 54954.9(b)(3)(C)

a. Rosa Marquez v. City of South Gate, et al.

Documents:

[Closed Session Memorandum 12102024.pdf](#)

2. CONSIDER THE EVALUATION OF PERFORMANCE OF A PUBLIC EMPLOYEE

Pursuant to Government Code Section 54957 and 54957.6

a. City Manager

Adjournment

I, Yodit Glaze, City Clerk, certify that a true and correct copy of the foregoing Meeting Agenda was posted on December 9, 2024, at 5:00 p.m., as required by law.

Yodit Glaze

City Clerk

GENERAL NOTICE TO THE PUBLIC

The City Council adopted new rules relating to the conduct of the public meetings, proceedings, and business in the City of South Gate on July 12, 2022, (Resolution 2022-38-CC) and go into effect on August 1, 2022. Resolution #2022-38-CC is available at the City Clerk's Office.

MEETING SCHEDULE

Regular meetings of the City Council are held on the second and fourth Tuesday of each month, closed session meetings will commence at 5:30 p.m. unless posted otherwise on its agenda. The regular City Council meetings will commence at 6:30 p.m. Agendas are available at the following locations: City Clerk Office, Public Notice Boards at City Hall, and on the City's web page at <https://www.cityofsouthgate.org>

The Public can sign up to receive automatic notices of postings of agendas for the City Council or any other Commission or Board of the City of South Gate. Visit the City webpage and click on the Agenda & Minutes icon. That will take you the page where an individual can enter their email in the "Email Updates" box to register.

PUBLIC COMMENT/PARTICIPATION

Any person may request to address a legislative body during a public meeting. The Presiding Officer will call upon those present in the Council Chambers first. After all speakers in the Chambers have spoken, the Presiding Officer will call upon those participating via zoom or teleconference.

Speakers are limited to three (3) minutes on any item listed on the agenda, including public hearings. Under Comments from the Audience portion, speakers are also limited to a single three (3) minutes time limit. Comments from the Audience is initially limited to 45 minutes at each meeting. Any speaker still wishing to speak, that did not speak, will have an addition Comments from the Audience opportunity after the last business item is finished. The Presiding Officer may extend the time limit as long as there is no objection from the City Council as a body.

To ensure that the public is able to participate, the City provides the opportunity to submit their comments in person, virtually, email, phone call, mail and any other method which may become available. Methods of participation may be subject to change during other such times when a State of Emergency, Health Order or State Executive Order limits in-person participation.

CURFEW

In absence of a motion duly adopted by majority vote of the City Council, the Presiding Officer may adjourn the City Council meetings at 10:30 p.m. The Presiding Officer may ask the City Council if any agenda items listed should be continued or dealt with during the meeting. For those items to be continued, the City Council can direct the item be placed on the next City Council agenda or the current meeting may be adjourned to a time certain at which time the meeting shall be reconvened as an

Adjourned Regular Meeting of the City Council and action upon the published agenda continued.

STAFF REPORTS

As a general rule, staff reports, or other written documentation are prepared/organized with respect to each item of business listed on the agenda. Meeting agendas and staff reports are available at least 72-hours prior to the scheduled regular City Council meeting and a minimum of 24-hours prior to a Special City Council meeting. There are times when the City Council receives written material, revised material after the posting of agendas, these materials are become a public record and will be available for public view within 72-hours after the meeting in which they were received. Those materials and any other public document can be inspected in the City Clerk's Office located at 8650 California Avenue, South Gate.

SERVICES TO FACILITATE ACCESS TO PUBLIC MEETINGS

In compliance with the American with Disabilities Act, if you need special assistance to participate in the City Council Meetings, please contact the Office of the City Clerk. Notification 48 hours prior to the City Council Meeting will enable the City to make reasonable arrangements to assure accessibility. For further information, please contact the Office of the City Clerk at (323) 563-9510 or via email at yglaze@sogate.org.

DEC - 9 2024

FILED

4:27 PM

City of South Gate CITY COUNCIL

AGENDA BILL

For the Regular Meeting of: **December 10, 2024**

Originating Department: **Public Works**

Department Director:

Arturo Cervantes

City Manager:

Rob Houston

SUBJECT: AGREEMENT WITH SANCON TECHNOLOGIES INC. FOR THE CONSTRUCTION OF THE SEWER PIPELINE LINING IMPROVEMENTS, CITY PROJECT NO. 709-SWR

PURPOSE: To award an agreement to Sancon Technologies Inc. for the construction of the Sewer Pipeline Lining Improvements ("Project").

RECOMMENDED ACTIONS: The City Council will consider:

- a. Approving an Agreement with Sancon Technologies Inc. ("Agreement"), for the construction of the Sewer Pipeline Lining Improvements, City Project No. 709-SWR, in an amount not-to-exceed \$2,143,727;
- b. Authorizing the City Manager to administratively approve contract change orders up to a cumulative amount of \$250,000 to avoid delaying construction when change order work is needed, which will be funded from project contingency funds;
- c. Approving Change Order No. 1 to reduce the scope of work and \$502,368 in cost, which cost reduction is in accordance with unit bid pricing, as necessary to complete the project within budget;
- d. Authorizing the City Manager to approve pre-payments of construction progress payments to comply with State legislation that requires making payments within 30 days from receipt of an invoice;
- e. Approving Notice of Exemption for the Sewer Pipeline Lining and Improvements, City Project No. 709-SWR, pursuant to Title 14 of the California Code of Regulations, Section 15301 Class 1 of the California Environmental Quality Act ("CEQA");
- f. Approve filing a Categorical Exclusion Checklist with the appropriate federal agency for the Sewer Pipeline Lining and Improvements, City Project No. 709-SWR, pursuant to the requirements of the National Environmental Policy Act ("NEPA"); and
- g. Authorizing the Mayor to execute the Agreement in a form acceptable to the City Attorney.

FISCAL IMPACT: There is no impact to the General Fund. The proposed agreement with Sancon Technologies Inc. is in the amount of \$2,143,727 and will be funded with American Rescue Plan Act ("ARPA") Funds, which are allocated in the Fiscal Year 2024/25 Capital Improvement Program ("CIP"). Change Order No. 1 will reduce the contract amount by

\$502,368, resulting in a revised contract amount of \$1,641,359. The project is budgeted as summarized below:

	ARPA Funds
Construction Contract	\$2,143,727
Change Order No. 1 (reducing project quantities)	(\$502,368)
Construction Contingency	\$250,000
Construction Management (CM)/Contingency	\$308,174
Design, PM, staff time, permits, etc.	\$600,000
Total Project Costs	\$2,799,533

ANALYSIS: The proposed agreement was obtained through a competitive bidding process. Sancon Technologies submitted the lowest responsible and responsive bid at \$2,143,727, which is recommended for contract award. However, this bid exceeds both the engineer's estimate and the available project budget. To address this budget discrepancy, Change Order No. 1 is recommended. This change order will reduce the contract amount by \$502,368, aligning the total contract value with the available project budget. The reduction is based on adjustments to work quantities and unit bid pricing, ensuring that the project can proceed while meeting budget constraints.

It is important to note that the project is funded by ARPA funds, which require that services be procured and awarded by December 31, 2024, or the funds will be forfeited. Therefore, to comply with this deadline, it is recommended that the City Council award the contract promptly and approve the change order to reduce the total contract amount to \$1,641,359, aligning the project with the available budget.

BACKGROUND: The Sewer Pipeline Lining Improvements Project is included in the FY 2024/25 CIP and is designed to address critical sewer infrastructure needs. The planned improvements will focus on rehabilitating approximately two and a half miles of sewer pipelines and laterals. This will involve a combination of replacing or relining the pipelines, as well as repairing pipelines and manholes that are deteriorating. Additional work under the project includes conducting CCTV inspections to assess the condition of the sewer lines and ensure the most effective repair methods are used, along with related activities necessary to complete the rehabilitation.

These improvements are essential to maintaining the integrity of the city's sewer system and preventing potential issues such as blockages, leaks, or system failures. The project is aligned with the city's ongoing infrastructure maintenance and modernization efforts.

On October 15 and 17, 2024, the Notice Inviting Bids for construction was advertised on Planet Bids and the South Gate Press, respectively. On December 3, 2024, the City held a bid opening at the City Clerk's Office. Four (4) bids were received as summarized below.

Contractor	Total Bid Amount
Engineer's Estimate	\$1,645,410
Sancon Technologies	\$2,143,727
Nu Line Technologies	\$2,273,675

Insituform	\$2,341,938
Southwest Pipeline	\$2,826,024

Sancon Technologies is recommended for the contract award, as their bid of \$2,143,727 is the lowest responsible and responsive bid. However, as previously mentioned, this bid exceeds both the engineer's estimate and project budget, which is why Change Order No. 1 is recommended to bring the contract amount within budget. City Attorney reviewed and determined the contract documents are in compliance with all rules and regulations.

Sancon Technologies Inc. is based in Huntington Beach, California. It has been in business for over 25 years. Staff contacted listed references and received positive commentary. The company has the capacity and experience to perform the work required under the bid solicitation.

The Sewer Pipeline Lining Improvements Project is exempt from detailed environmental reviews under both the CEQA and the NEPA.

Under CEQA, the Project is categorically exempt pursuant to Title 14 of the California Code of Regulations, Section 15302, which provides a Class 2 exemption for the replacement or reconstruction of existing structures and facilities. This exemption applies to projects that involve minor alterations to existing infrastructure, such as the rehabilitation of sewer pipelines. A Notice of Exemption will be filed with the County Clerk/Registrar-Recorder of Los Angeles County following the City Council's approval of the exemption (Recommended Action E).

Under NEPA, the Project falls under a Categorical Exclusion ("CATEX"). CATEX under the NEPA are somewhat similar to CEQA's Categorical Exemptions, including CEQA 15302. Categorical Exclusions under NEPA, as outlined in the Council on Environmental Quality ("CEQ") regulations at 40 CFR § 1508.4, apply to actions that do not individually or cumulatively have a significant effect on the environment. This is similar to CEQA's categorical exemptions. To demonstrate compliance with NEPA, a Categorical Exclusion Checklist will be filed with the appropriate federal agency after the City Council's approval of the Categorical Exclusion finding (Recommended Action F).

Construction of the project is scheduled to begin in January 2025 and be completed within one hundred twenty working days (6 months).

- ATTACHMENTS:**
- A. Proposed Agreement
 - B. Bid of Lowest Responsible Bidder
 - C. Change Order No. 1
 - D. Notice of Exemption ("CEQA")
 - E. Categorical Exclusion Checklist ("NEPA")
 - F. Location Maps
 - G. List of sewer segments included in project

CDH/LC:lc

**AGREEMENT FOR THE SEWER LINING PROJECT 709-SWR
BETWEEN THE CITY OF SOUTH GATE AND SANCON TECHNOLOGIES INC.**

This Agreement for the Sewer Lining Project, City Project No. 709-SWR ("Agreement"), is made and entered into on December 10, 2024, by and between the City of South Gate, a municipal corporation ("City"), and Sancon Technologies Inc., a California corporation, License No. 774055 ("Contractor"). City and Contractor are sometimes hereinafter individually referred to as a "Party" and collectively referred to as "Parties."

The City and the Contractor hereto mutually agree as follows:

ARTICLE I

THE PROJECT

For and in consideration of the mutual promises set forth herein, Contractor agrees with City to perform and complete in good and workmanlike manner all work required by the Contract Documents for City Contract No. _____, which involves the Sewer Lining Project, City Project No. 709-SWR.

Said work shall be performed in accordance with the Plans, Specifications, and other Contract Documents, all of which are referenced in Article III hereof and incorporated herein as though fully set forth. Contractor shall furnish at its own expense all labor, materials, equipment and services necessary therefore, except such labor, materials, equipment and services as are specified in the Contract Documents to be furnished by City.

ARTICLE II

CONTRACT SUM AND PAYMENT

For performing and completing the work in accordance with the Contract Documents, City shall pay Contractor, in full compensation therefore, the contract sum of **Two-Million One Hundred Forty-Three Thousand Seven-Hundred Twenty Seven Dollars (\$2,143,727.00)** set forth in the Bid Schedule(s) that are included among the Contract Documents. Said sum shall constitute payment in full for all work performed hereunder, including, without limitation, all labor, materials, equipment, tools and services used or incorporated in the work, supervision, administration, overhead, expenses and any and all other things required, furnished or incurred for completion of the work as specified in the Contract Documents. City shall make payments to Contractor on account of the contract sum at the time, in the manner, and upon the conditions specified in the Contract Documents.

ARTICLE III

CONTRACT DOCUMENTS

The Contract Documents, which constitute the entire Agreement between the City and the Contractor, are enumerated as follows: the Notice Inviting Bids, the Instructions to Bidders, the Accepted Proposal, the Bid Schedule(s), the List of Subcontractors, Contractor's Industrial Safety Record, the Contractors Qualification Statement, the Bid Security Forms for Check or Bond, this Agreement, the Worker's Compensation Insurance Certificate, the Performance Bond, the Payment Bond, the Non-Collusion Affidavit, the Specifications, and Special Provisions and all addenda as prepared prior to the date of bid opening setting forth any modifications or interpretations of any of said documents, and any and all supplemental agreements heretofore or herewith executed amending or extending the work contemplated and which may be required to complete the work in a substantial and acceptable manner, all of which are referred to as the Contract Documents. These form the entire "Contract", and all are as fully a part of the Contract as if attached to this Agreement or repeated herein.

ARTICLE IV

INDEMNIFICATION

The Contractor shall indemnify, hold harmless and defend (with counsel selected by the City), the City of South Gate and its affiliated entities, its officers, employees, consultants and sub-consultants, their respective officers, agents, employees (collectively the "Indemnified Parties"), from any and all claims and losses whatsoever occurring or resulting to any and all persons, firms, or corporations furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement, any and all claims, lawsuits or actions arising from the awarding or execution of this Agreement, and from any and all claims and losses occurring or resulting to any person, firm, corporation or property for damage, injury, death arising out of or connected with the Contractor's obligation to indemnify, defend and save harmless the "Indemnified Parties" as stated hereinabove including, but not be limited to, paying all legal fees and costs incurred in connection with any such claims, losses, lawsuits or actions. THIS PROVISION SHALL SURVIVE THE COMPLETION OF WORK AND SERVICES TO BE PROVIDED UNDER THIS AGREEMENT AND THE OTHER CONTRACT DOCUMENTS.

ARTICLE V

COMMENCEMENT, COMPLETION AND LIQUIDATED DAMAGES

Contractor shall commence work on a date to be specified in a written Notice to Proceed from the City's Director of Public Works, and shall complete all work within One Hundred Twenty (120) working days thereafter (subject to "force majeure" delays, if any, to the extent allowed under the Contract Documents). If the work is not completed within that time, Contractor shall owe and pay to the City liquidated damages in the amount or amounts set forth in the Contract Documents.

ARTICLE VI

EFFECTIVE DATE

This Agreement shall become effective and commence on December 10, 2024.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed and attested by their respective officers thereunto duly authorized.

CITY OF SOUTH GATE:

By: _____
Gil Hurtado, Mayor

Dated: _____

ATTEST:

By: _____
Yodit Glaze, City Clerk
(SEAL)

APPROVED AS TO FORM:

By: **DRAFT** _____
Raúl F. Salinas, City Attorney

SANCON TECHNOLOGIES:

By: _____
Ryan Helmuth, Vice President

Dated: _____

WORKER'S COMPENSATION INSURANCE CERTIFICATE

The Contractor shall execute the following form as required by the California Labor Code, Sections 1860 AND 1861.

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work of this Contract.

DATED: _____

SANCON TECHNOLOGIES
Contractor

By: _____
Ryan Helmith

Vice President
Title

ATTEST:

By: _____
Signature

Title

INDEMNIFICATION AND LIABILITY INSURANCE REQUIREMENTS

The following requirements must be met when submitting insurance certificates to the City of South Gate in connection with Public Works and other projects:

1. The insurance certificate must be issued to the City of South Gate, 8650 California Avenue, South Gate, CA 90280, attention of the City Engineer.
2. The City of South Gate, South Gate Housing Authority, and their officers, employees, elected officials, and agents must be shown as additional insured per ISO CG 20 10 11 85, and separate endorsement signed by an authorized representative of the insurance company is required.
3. The City has the right to request a copy of complete insurance policy including all endorsements and certificates.
4. The Certificate must include cross liability coverage either included in the Commercial General Liability coverage, and so indicate on the face of the Certificate under that heading or by separate endorsement.
5. The Certificate should also indicate that the insurance covers "All Operations" or should specify the particular services to be provided.
6. Contractor shall procure and maintain for the duration of the Contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage (occurrence from CG 0001).
2. Insurance Services Office form number CA 0001 (Ed. 1/87) covering Automobile Liability, code 1 (any auto).
3. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.
4. Course of Construction insurance covering for "all risks" of loss. Earthquake and flood insurance is not required to be furnished by the Contractor.

Contractor shall maintain limits no less than:

1. General Liability: \$4,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the project which is the subject of this Agreement and the location where work thereunder is to be performed, or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.
3. Employer's Liability: \$1,000,000 per accident for bodily injury or disease.
4. Course of Construction: Completed value of the project that is the subject of this Agreement.

Deductibles and Self-Insured Retention

Any deductibles or self-insured retention must be declared to and approved by the City. At the option of the City, either the insurer shall reduce or eliminate such deductibles or self-insured retention as respects the City, its officers, officials, employees and volunteers; or the Contractor shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration and defense expenses.

Other Insurance Provisions

The general liability and automobile policies are to contain, or be endorsed to contain, the following provisions:

1. The City, its officers, officials, employees, and volunteers are to be covered as insurers with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Contractor; and with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance or as a separate owner's policy.
2. For any claims related to the project that is the subject of this Agreement, the Contractor's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
3. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled, or modified, by either party, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City.

Course of construction policies shall contain the following provisions:

1. The City shall be named as loss payee.
2. The insurer shall waive all rights of subrogation against the City.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII.

Verification of Coverage

Contractor shall furnish the City with original certificates and amendatory endorsements effecting coverage required by this clause. The endorsements should be on forms provided by the City or on other than the City's forms, provided those endorsements or policies conform to the requirements. All certificates and endorsements are to be received and approved by the City before work commences. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.

Subcontractors

Contractor shall include all subcontractors as insurers under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein.

Indemnification

The Contractor shall indemnify, hold harmless and defend (with counsel selected by the City of South Gate), the City of South Gate, the City of South Gate Housing Authority, their consultants and sub-consultants, and their respective officers, agents, and employees, from any and all claims and losses whatsoever occurring or resulting to any and all persons, firms, corporations or other entities furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement, any and all claims, lawsuits or actions arising from the awarding or execution of this Agreement, and from any and all claims and losses occurring or resulting to any person, firm, corporation or other entity, or property for damage, injury, death arising out of or connected with the Contractor's obligation to indemnify, defend and save harmless the City of South Gate, the City of South Gate Housing Authority, their consultants, sub-consultants, and other parties listed above, as stated hereinabove shall include, but not be limited to, paying all legal fees and costs incurred by legal counsel of the City of South Gate's choice in representing the City of South Gate, the City of South Gate Housing Authority, consultants and sub-consultants in connection with any such claims, losses, lawsuits or actions. THIS PROVISION SHALL SURVIVE THE COMPLETION OF WORK AND SERVICES TO BE PROVIDED UNDER THIS AGREEMENT.

**SEWER LINING PROJECT
CITY PROJECT NO. 709-SWR**

**FAITHFUL PERFORMANCE BOND
100% OF CONTRACT AMOUNT**

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, the City of South Gate ("City" herein) has awarded to Sancon Technologies Inc., ("Contractor" herein) a Contract for:

SEWER LINING, CITY PROJECT NO. 709-SWR; and

WHEREAS, said Contract is incorporated herein by this reference; and

WHEREAS, said Contractor is required under the terms of said Contract to furnish a bond for the faithful performance of said Contract;

NOW, THEREFORE, we, Contractor and _____ as Surety, are held and firmly bound unto the City in the penal sum of _____ (\$ _____) lawful money of the United States, for the payment of which we bind ourselves, our heirs, successors, executors and administrators, jointly and severally, firmly by these presents.

The condition of this obligation is such that the obligation shall become null and void if the above-bounded Contractor, his or its heirs, executors, administrators, successors, or assigns, shall in all things stand to, abide by, well and truly keep and perform the covenants, conditions and provisions in said Contract and any alteration thereof made as therein provided, on his or their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the City, its officers, agents and employees, as therein stipulated; otherwise, this obligation shall be and remain in full force and effect.

As a part of the obligation secured hereby, and in addition to the face amount specified, costs and reasonable expenses and fees shall be included, including reasonable attorneys' fees, incurred by the City in successfully enforcing the obligation, all to be taxed as costs and included in any judgment rendered.

The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract, the work to be performed thereunder, or the specifications that accompany the Contract shall in any manner affect its obligations on this bond. The Surety hereby waives notice of any such change, extension of time, alteration or addition to the terms of the Contract, the work, or the specifications.

Note: All signatures must be acknowledged before a notary public. Attach appropriate acknowledgment.

SANCON TECHNOLOGIES:

By: _____
Name

Title: _____ Vice President

(Type address of Contractor)

(Type name of Surety)

(Type address of Surety)

By: _____
(Signature of authorized officer)

(Title of officer)

APPROVED AS TO FORM:

Raúl F. Salinas, City Attorney

**SEWER LINING PROJECT
CITY PROJECT NO. 709-SWR**

100% PAYMENT BOND

WHEREAS, the City of South Gate, South Gate, California ("City" herein), has awarded to Sancon Technologies Inc., ("Contractor" herein) a Contract for the work described as follows:

**SEWER LINING PROJECT
CITY PROJECT NO. 709-SWR**

WHEREAS, said Contractor is required to furnish a bond in connection with said Contract, to secure the payment of claims of laborers, mechanics, material suppliers and other persons, as provided by law;

NOW, THEREFORE, we, the undersigned Contractor and Surety, are held firmly bound unto the City in the sum of _____ (\$ _____) for which payment well and truly to be made we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if said Contractor, its heirs, executors, administrators, successors, assigns, or subcontractors shall fail to pay any of the persons named in Civil Code Section 9100(a), or amounts due under the Unemployment Insurance Code with respect to work or labor performed under the Contract, or any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the Contractor and its subcontractors pursuant to Section 13020 of the Unemployment Insurance Code, with respect to such work and labor, then the Surety herein will pay for the same in an amount not exceeding the sum specified in this bond, otherwise the above obligation shall be void. If suit is brought upon this bond, the said Surety will pay a reasonable attorney's fee to the plaintiff(s) and the City in an amount to be fixed by the court.

This bond shall inure to the benefit of any of the persons named in Civil Code Section 9100(a) as to give a right of action to such persons or their assigns in any suit brought upon this bond.

Said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or modification of the Contract Documents or the work to be performed thereunder shall in any way affect its obligations on this bond, and it does hereby waive notice of such change, extension of time, alteration or modification of the Contract Documents or of work to be performed thereunder.

IN WITNESS WHEREOF, this instrument has been duly executed by the above-named Contractor and Surety on _____, 2024.

Note: All signatures must be acknowledged before a notary public. Attach appropriate acknowledgment.

CONTRACTOR:
SANCON TECHNOLOGIES INC.

By: _____
Name

Title: _____

(Type address of Contractor)

(Type name of Surety)

(Type address of Surety)

By: _____
(Signature of authorized officer)

(Title of officer)

APPROVED AS TO FORM:

Raúl F. Salinas, City Attorney

**NON-COLLUSION AFFIDAVIT TO BE EXECUTED BY
EACH AWARDEE OF A PRINCIPAL CONTRACT**

STATE OF CALIFORNIA

)

) SS.

COUNTY OF

)

_____ being first duly sworn, deposes and says that he is
_____ of _____ (sole owner, a
partner, president, etc.) _____ the party making the foregoing bid,
that such bid is not made in the interest of or behalf of any undisclosed person, partnership,
company, association, organization or corporation, that such bid is genuine and not collusive or
sham, that said bidder has not directly or indirectly induced or solicited any other bidder to put in
a false or sham bid, and has not directly or indirectly colluded, conspired, connived or agreed with
any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding, that said
bidder has not in any manner, directly or indirectly, sought by agreements, communication or
conference with anyone to fix the bid price of said bidder or of any other bidder, or to fix the
overhead, profit or cost element of such bid price, or of that of any other bidder, or to secure any
advantage against the public body awarding the Contract or anyone interested in the proposed
Contract; that all statements contained in such bid are true and, further, that said bidder has not,
directly or indirectly, submitted his bid price, or any breakdown thereof, or the contents thereof,
or divulged information or data relative thereto, or paid and will not pay any fee in connection
therewith to any corporation, partnership, company, association, organization, bid depository or to
any member or agent thereof, or to any other individual, except to such person or persons as have
a partnership or other financial interest with said bidder in their general business.

Signed _____

Title

Subscribed and sworn to before me this _____ day of _____, 2024.

Notary Public

(Attach Notary Certificate)

**CITY OF SOUTH GATE - FY24-25 SEWER PIPELINE REHABILITATION PROJECT
CITY PROJECT NO. 709-SWR**

Contractor Name: Sancon Technologies, Inc.

PROPOSAL

TO THE HONORABLE MAYOR AND MEMBERS
OF THE CITY COUNCIL OF THE
CITY OF SOUTH GATE, CALIFORNIA

The undersigned hereby proposes to perform all work for which a contract may be awarded him and to furnish any and all labor, material, equipment, transportation and other facilities required for

**CITY OF SOUTH GATE - FY24-25 SEWER PIPELINE REHABILITATION PROJECT
CITY PROJECT NO. 709-SWR**

together with appurtenances thereto, all as set forth in the Specifications, and other Contract Documents, and he further proposes and agrees that, if his bid is accepted, he will contract in the form and manner stipulated, to perform all work called for by the Specifications and other Contract Documents, and to complete all such work in strict conformity therewith within the time limits set forth therein, and that he will accept as full payment therefore, the total bid amounts named in the Bid Schedule(s) forming a part hereof. **A bid bond in favor of the City of South Gate for**

ten percent of bid Dollars (\$ 10%)

which amount is not less than ten percent (10%) of the total amount of his proposal which is attached hereto and is given as a guarantee that the undersigned will execute the agreement and furnish the required bonds if awarded the Contract and in case of failure to do so within the time provided, said check or bid bond shall be forfeited to the City of South Gate. The face amount of bid bond shall be considered established.

It is understood and agreed that:

1. The undersigned has carefully examined all the Contract Documents which will form a part of the Contract; namely, Notice Inviting Bids, Instructions to Bidders, Proposal Forms, the Bid Schedules, the Contractor's Industrial Safety Record, the Contractor's Qualification Statement, the Worker's Compensation Insurance Certificate, the Construction Agreement, Performance Bond, Payment Bond, Non-Collusion Affidavit, Specifications and Construction Drawings, and all revisions or addenda setting forth any modifications or interpretations of any of said documents.
2. The undersigned has by investigation at the site of the work and otherwise satisfied himself as to the nature and location of the work and fully informed himself as to all conditions and matters which can in any way affect the work or the cost thereof.
3. The undersigned fully understands the scope of the work and has checked carefully all words and figures inserted in this bid and he further understands that the City will in no way be responsible for any errors or omissions in the preparation of this bid.
4. The undersigned will execute the agreement and furnish the required bonds and certificates of insurance within ten (10) calendar days after notice to him of acceptance of his bid by the City. The inability to execute the agreement within ten (10) days will be cause to reject the bid and award to the next low bidder.
5. The undersigned hereby certifies that this proposal is genuine and not sham or collusive or made in the interest or on behalf of any person not herein named and the undersigned has not directly or indirectly induced or solicited any other bidder to put in a sham bid or any other person, firm or corporation to refrain from bidding, the undersigned has not in any manner sought by collusion to secure for himself an advantage over any other bidder.
6. The undersigned will accept an award and enter into a contract for all work scheduled herein on which he submits a bid. The award for such work shall be entirely at the discretion of the City after evaluation of the bids. In the event the bidder to whom the work is awarded fails to enter into a contract and furnish the required bonds therefore within the time provided, the bidder will be liable for forfeiture of ten percent (10%) of the total bid amount to the City, even though such amount may be less than the face amount of the bid security, check or bond posted with the bid.

Note: All amounts and totals given in the Bid Schedule(s) will be subject to verification by the City. In case of variation between the unit price and totals shown by bidder, the unit prices will be considered to be his bid. In case of variation between unit prices written in words and unit prices given in numerals, those written in words shall be considered to be the correct prices.

Addenda No(s). Received

1, 2, 3, 4, 5, 6

The undersigned is licensed in accordance with the laws of the State of California providing for

the registration of Contractors.

Signature

By

Ryan Helmut

Address

5841 Engineer Dr., Huntington Beach

Title

Vice President

Signature

By

Charles Brown

Telephone Number

(714) 891-2323

Title

President

License No. 774055

Classification License Expiration Date 1/31/26

DIR Registration No. 1000008879

* Surety to be utilized for Contract Bonds (Performance Bond and Payment Bond)

Name of Surety

Old Republic Surety Company

Name of Local Representative

Scott Salandi

Address

111 Corporate Dr. #200
Ladera Ranch, CA 92694

Address

Same

Telephone Number

(949) 503-8603

Telephone Number

Same

Best Key Rating

A+

Grade

XV

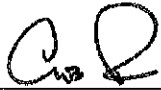
Class

*Note: Surety information is required as part of this proposal, failure to provide such information will cause this bid to be informal and subject to rejection.

END OF ADDENDUM #1

ADDENDUM ACKNOWLEDGEMENT

Bidder acknowledges the receipt of this Addendum #1 which shall be attached to the Bid.



President

Signature and Title

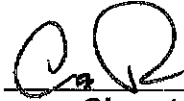
11/25/24

Date

END OF ADDENDUM #2

ADDENDUM ACKNOWLEDGEMENT

Bidder acknowledges the receipt of this Addendum #1 which shall be attached to the Bid.



President

Signature and Title

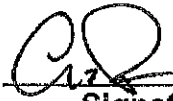
11/25/24

Date

END OF ADDENDUM #3

ADDENDUM ACKNOWLEDGEMENT

Bidder acknowledges the receipt of this Addendum #3 which shall be attached to the Bid.



Signature and Title

President

11/25/24

Date

PLANS:

The following clarifications, additions & deletions are made in the Plans for the above-referenced project:

1. Replace sheet C-15 in the plan set with the attached Sheet C-15 Revision No. 1.

Adds Los Angeles County Sanitation District requirements relating to the connection of the new sewer line to be constructed on Southern Lane where it connects to a Sanitation District sewer at a manhole in Atlantic Avenue.

END OF ADDENDUM #4

ADDENDUM ACKNOWLEDGEMENT

Bidder acknowledges the receipt of this Addendum #3 which shall be attached to the Bid.



Signature and Title

President

11/25/24

Date

PLANS:

The following clarifications, additions & deletions are made in the Plans for the above-referenced project:

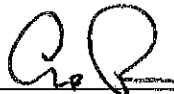
1. **Replace sheet C-15 in the plan set with the attached Sheet C-15 Revision No. 2.**

Makes corrections to typographical errors contained in Revision No. 1 which added Los Angeles County Sanitation District requirements relating to the connection of the new sewer line to be constructed on Southern Lane where it connects to a Sanitation District sewer at a manhole in Atlantic Avenue.

END OF ADDENDUM #5

ADDENDUM ACKNOWLEDGEMENT

Bidder acknowledges the receipt of this Addendum #5 which shall be attached to the Bid.



Signature and Title

President

11/25/24

Date

to the bid opening.

The City has extended the bid submission deadline to December 3rd to facilitate this process to the greatest extent possible. The following is the contact information of the local representatives for the above-mentioned agencies so they can be contacted by all prospective bidders as soon as possible to comply with all Federal-aid requirements:

Sandra Vasquez
Business Opportunity Specialist
Los Angeles District Office
U.S. Small Business Administration
(213) 634-3795 Work
E-mail: sandra.vasquez@sba.gov
Subnet system registration web-link:
https://subnet.sba.gov/client/dsp_Landing.cfm

Andrew Barrera
Procurement Relationship Manager
Pacific Asian Consortium in Employment (MBDA)
(213) 989 3298 Work
(323) 810-7167 Cell
E-mail: abarrera@pacela.org

END OF ADDENDUM #6

ADDENDUM ACKNOWLEDGEMENT

Bidder acknowledges the receipt of this Addendum #6 which shall be attached to the Bid.



Signature and Title

President

11/25/24

Date

**CITY OF SOUTH GATE - FY24-25 SEWER PIPELINE REHABILITATION PROJECT
CITY PROJECT NO. 709-SWR**

Contractor's Name Sancon Technologies, Inc.

Honorable Mayor and City Council
South Gate, California:

November 18, 2024

In accordance with Notice Inviting Bids for

CITY OF SOUTH GATE - FY24-25 SEWER PIPELINE REHABILITATION PROJECT

The undersigned declares that he/she has carefully examined Plans and Specification for this project and read notice to bidders, and is familiar with the requirements therein contained, and proposes to furnish all labor, material, and supplies necessary to accomplish the work outlined therein at the following prices:

Section 3-7.1 of the Standard Specifications is hereby amended by addition of the following: If a bid item is deleted in its entirety and that bid item has no direct effect on performance of any other bid items, no adjustment in bid prices for any items will be provided.

BASE BID					
Item No.	Item Description	Quantity	Unit	Unit Price	Total
1	MOBILIZATION AND DEMOBILIZATION (INCLUDES ALL CLEANUP AND PUNCHLIST ITEMS)	1	LS	67,725 ⁻	67,725 ⁻
2	PREPARE TRAFFIC CONTROL PLANS AND IMPLEMENT IN THE FIELD	1	LS	65,000 ⁻	65,000 ⁻
3	STORMWATER AND NON-STORMWATER POLLUTION CONTROL	1	LS	5,000 ⁻	5,000 ⁻
4	REMOVE AND REPLACE 8-INCH SEWER MAIN, TRENCH SHORING, BACKFILL AND COMPACTION, PAVEMENT RESTORATION, AND STRIPING (INCLUDES ALL LABOR, MATERIALS, TOOLS, EQUIPMENT, INCIDENTALS, TRANSPORTATION AND	306	LF	683 ⁻	²⁴ ~~208,998~~ 208,998 ⁻

	HANDLING)				
5	REMOVE AND REPLACE 10-INCH SEWER MAIN, TRENCH SHORING, BACKFILL AND COMPACTION, PAVEMENT RESTORATION, AND STRIPING (INCLUDES ALL LABOR, MATERIALS, TOOLS, EQUIPMENT, INCIDENTALS, TRANSPORTATION AND HANDLING)	325	LF	710 ⁻	230,750 ⁻
6	REMOVE AND REPLACE 12-INCH SEWER MAIN, TRENCH SHORING, BACKFILL AND COMPACTION, PAVEMENT RESTORATION, AND STRIPING (INCLUDES ALL LABOR, MATERIALS, TOOLS, EQUIPMENT, INCIDENTALS, TRANSPORTATION AND HANDLING)	133	LF	735 ⁻	97,755 ⁻
7	REMOVE, REPLACE, AND EPOXY LINE 48" DIAMETER PRECAST CONCRETE MANHOLE (INCLUDES ALL LABOR, MATERIALS, TOOLS, EQUIPMENT, TESTING, INCIDENTALS, TRANSPORTATION AND HANDLING)	6	EA	21,000 ⁻	126,000 ⁻
8	PERFORM PRELIMINARY AND FINAL CCTV INSPECTION, HEAVY CLEANING, INCLUDING CUTTING, REMOVAL AND DISPOSAL OF DEPOSITS, ROOTS, INTRUDING LATERALS, DEBRIS AND OBSTRUCTIONS WHERE REQUIRED (INCLUDES ALL LABOR, MATERIALS, TOOLS, EQUIPMENT, INCIDENTALS, TRANSPORTATION AND HANDLING)	13,940	LF	^{RA} ~~5.35~~ 5.36	74,579 ⁻
9	PERFORM POINT REPAIR, 15 FEET AVERAGE LENGTH	3	EA	13,650 ⁻	40,950 ⁻

	EACH, TRENCH SHORING, BACKFILL AND COMPACTION, PAVEMENT RESTORATION, AND STRIPING (INCLUDES ALL LABOR, MATERIALS, TOOLS, EQUIPMENT, INCIDENTALS, TRANSPORTATION, AND HANDLING)				
10	FURNISH AND INSTALL 8-INCH DIAMETER CURED-IN-PLACE PIPE (CIPP) LINER (INCLUDES ALL LABOR, MATERIALS, TOOLS, EQUIPMENT, INCIDENTALS, TRANSPORTATION, HANDLING, SAMPLING AND LAB TESTING)	11,675	LF	51.40	600,095 ⁻
11	FURNISH AND INSTALL 10-INCH DIAMETER CURED-IN-PLACE PIPE (CIPP) LINER (INCLUDES ALL LABOR, MATERIALS, TOOLS, EQUIPMENT, INCIDENTALS, TRANSPORTATION, HANDLING, SAMPLING AND LAB TESTING)	365	LF	78 ⁻	28,470 ⁻
12	FURNISH AND INSTALL 12-INCH DIAMETER CURED-IN-PLACE PIPE (CIPP) LINER (INCLUDES ALL LABOR, MATERIALS, TOOLS, EQUIPMENT, INCIDENTALS, TRANSPORTATION, HANDLING, SAMPLING AND LAB TESTING)	870	LF	54 ⁻	46,980 ⁻
13	FURNISH AND INSTALL 15-INCH DIAMETER CURED-IN-PLACE PIPE (CIPP) LINER (INCLUDES ALL LABOR, MATERIALS, TOOLS, EQUIPMENT, INCIDENTALS, TRANSPORTATION, HANDLING, SAMPLING AND LAB TESTING)	1,030	LF	61 ⁻	62,830 ⁻
14	GRIND AND REINSTATE SERVICE LATERAL OPENINGS	373	EA	50 ⁻	18,650 ⁻

	(INCLUDES ALL LABOR, MATERIALS, TOOLS, EQUIPMENT, INCIDENTALS, TRANSPORTATION AND HANDLING)				
15	INSTALL 4-INCH AND 6-INCH DIAMETER TOP HAT LINER (INCLUDES ALL LABOR, MATERIALS, TOOLS, EQUIPMENT, INCIDENTALS, TRANSPORTATION AND HANDLING)	171	EA	1,470 ⁻	251,370 ⁻
16	REHABILITATE AND EPOXY EXISTING MANHOLES INCLUDING FLY BYPASS, CLEANING, AND MORTAR REPAIR PRIOR TO RE-COATING (INCLUDES ALL LABOR, MATERIALS, TOOLS, INCIDENTALS, TRANSPORTATION, AND HANDLING)	21	EA	5,575 ⁻	117,075 ⁻
17	CONSTRUCT ADA RAMP (INCLUDES ALL LABOR, MATERIALS, TOOLS, EQUIPMENT, INCIDENTALS, TRANSPORTATION, AND HANDLING)	1	EA	10,500 ⁻	10,500 ⁻
18	CONSTRUCT CURB & GUTTER (INCLUDES ALL LABOR, MATERIALS, TOOLS, EQUIPMENT, INCIDENTALS, TRANSPORTATION, AND HANDLING)	75	LF	53 ⁻	3,975 ⁻
19	CONSTRUCT 4-INCH THICK SIDEWALK (INCLUDES ALL LABOR, MATERIALS, TOOLS, EQUIPMENT, INCIDENTALS, TRANSPORTATION, AND HANDLING)	400	SF	21 ⁻	8,400 ⁻
20	REMOVE AND REPLACE EXISTING LANDSCAPE IN-KIND (INCLUDES ALL LABOR, MATERIALS, TOOLS, EQUIPMENT, INCIDENTALS, TRANSPORTATION, AND	1	LS	2,625 ⁻	2,625 ⁻

	HANDLING)				
21	TEMPORARY BYPASS FACILITIES (INCLUDES ALL LABOR, MATERIALS, TOOLS, EQUIPMENT, INCIDENTALS, TRANSPORTATION AND HANDLING)	1	LS	76,000-	76,000-

TOTAL BASE BID AMOUNT IN NUMBERS:

\$ 2,143,729.00

TOTAL BASE BID AMOUNT IN WORDS:

Two million, one hundred forty three thousand,
seven hundred twenty seven dollars and zero cents

The City of South Gate reserves the right to reject any and all bids, or delete portions of any and all bids or waive any informality or irregularity in the bid or the bid procedures and shall be the sole judge of the bids received.

The undersigned certifies to have a minimum of three consecutive years of current experience in the type of Work related to the Project and that this experience is in actual operation of the firm with permanent employees performing a part of the Work as distinct from a firm operating entirely by subcontracting all phases of the Work. The undersigned also certifies to be properly licensed by the State as a contractor to perform this type of Work. The undersigned possesses California Contractor's License:

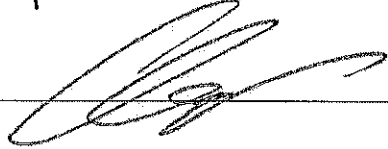
The undersigned has carefully checked all of the above figures and understands that the City of South Gate, or any officer thereof, will not be responsible for any errors or omissions on the part of the undersigned in submitting this bid. In case words and figures stated herein do not agree, the words shall govern and the figures shall be disregarded. In case the unit price and the total amount stated for any item are not in agreement, the unit price shall govern and the amount shall be corrected to conform thereto. In case of any discrepancy between Item Total Prices and Total Base Bid, the Item Total Prices shall prevail and the Total Base Bid shall be adjusted to conform to the Item Total Prices.

The Contract shall then be awarded to the lowest qualified bidder based on the Total Base Bid.

License No: 774055 Email Address ryan@sancon.com
Expiration date: 1/31/26

Department of Industrial Relations Public Works Contract (D.I.R.P.W.C) Registration No:
1000008879

Name: Ryan Helmut Title: Vice President

Signature: 

**CITY OF SOUTH GATE - FY24-25 SEWER PIPELINE REHABILITATION PROJECT
CITY PROJECT NO. 709- SWR**

NAME OF BIDDER Sancon Technologies, Inc.

LIST OF SUBCONTRACTORS

In accordance with Division 2, Part I, Chapter 4 of the Public Contract Code, including Sections 4100-4113. The prime contractor shall submit with his bid a list of subcontractors who will perform work in excess of one-half of 1 percent of the prime contractor's total bid.

Subcontractors listed must be properly licensed for the type of work they are to perform and their license numbers must be indicated below. Do not list alternate subcontractors for the same work.

<u>Name & Address of Subcontractor</u>	<u>Specific Description of Subcontract</u>
1. Name <u>Robotic Sewer Solutions</u>	<u>Top Hats</u>
Address <u>2722 Foothill Blvd</u>	
<u>La Crescenta, CA 91231</u>	
License No. <u>960766 -A</u>	Email Address <u>steven@robsewer.com</u>
Classification <u>A</u>	

Department of Industrial Relations Public Works Contract (D.I.R.P.W.C) Registration

No: 1000011403

2. Name <u>Bres Sanitation Systems</u>	<u>Point repairs and manhole</u>
<u>Construction</u>	
Address <u>9617 Otis St.</u>	<u>Construction</u>
<u>South Gate, CA 90280</u>	
License No. <u>1052723</u>	Email Address <u>alex@bres-sanitation.com</u>
Classification <u>A, C-42</u>	

Department of Industrial Relations Public Works Contract (D.I.R.P.W.C) Registration

No: 1000669233

3. Name <u>Alcon Traffic Control</u>	<u>Traffic Control</u>
--------------------------------------	------------------------

Address 15222 Pipeline Ln

License No. 1003022

Email Address info@alcoatraticcontrol.com

Classification A ^{DC} ~~3~~ C-31

Department of Industrial Relations Public Works Contract (D.I.R.P.W.C) Registration

No: 1000051588

4. Name _____

Address _____

License No. _____ Email Address _____

Classification _____

D.I.R.P.W.C. Registration No: _____

5. Name _____

Address _____

License No. _____ Email Address _____

Classification _____

Department of Industrial Relations Public Works Contract (D.I.R.P.W.C) Registration

No: _____

6. Name _____

Address _____

License No. _____ Email Address _____

Classification _____

Department of Industrial Relations Public Works Contract (D.I.R.P.W.C) Registration

No: _____

**Project: CITY OF SOUTH GATE - FY24-25 SEWER PIPELINE REHABILITATION PROJECT
CITY PROJECT No. 709-SWR**

This information must include all construction work undertaken in the State of California by the bidder and any partnership, joint venture or corporation that any principal of the bidder participated as a principal or owner for the last five calendar years and current calendar year prior to the date of bid submittal. Separate information shall be submitted for each particular partnership, joint venture, corporate or individual bidder. The bidder may attach any additional information or explanation of data, which he would like taken into consideration in evaluating the safety record. An explanation must be attached of the circumstances surrounding any and all fatalities.

CONTRACTOR'S INDUSTRIAL SAFETY RECORD
5 Calendar Years Prior to Current Year

Year	~~2018~~	~~2019~~	~~2020~~	~~2021~~	~~2022~~	TOTAL	Current Year
1. No. of Contracts	129	114	146	142	179	760	148
2. Total dollar amount of contracts (in thousands of \$)	13,567	14,177	17,237	21,034	42,150	110,165	26,164
* 3. No. of fatalities	0	0	0	0	0	0	0
* 4. No. of lost workday cases	1	0	0	0	0	1	0
* 5. No. of lost workday cases involving permanent transfer to another job or termination of employment	0	0	0	0	0	0	0
* 6. No. of lost workdays	1	0	0	0	0	1	0

The information required for these items is the same as required for column 3 to 6, Code 10, Occupational Injuries, Summary Occupational Injuries and illnesses, OSHA No. 102

The above information was compiled from the records that are available to me at this time and I declare under penalty of perjury that the information is true and accurate within the limitations of those records.

Name of Bidder (print) Ryan Helms - Sanon Technologies, Inc.

Address 5841 Engineer Dr

Huntington Beach, CA 92649
City Zip Code

Signature [Signature]
774055 A
State Contractors' License No. & Classification
(714) 891-2323
Telephone

CONTRACTOR'S QUALIFICATION STATEMENT

To: The City of South Gate

The undersigned certifies that the bidder has successfully and properly completed projects of like nature, magnitude, comparable difficulty, and scope as specified in these specifications.

Three (3) of recent comparable projects completed are below:

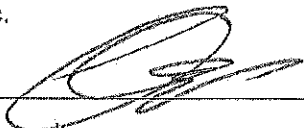
1. Project Name FY 2021/22 Sewer Lining & Manhole Rehab
Description CIPP 8" x 25,545'

<u>Rafael Suarez</u>	<u>Engineer</u>	<u>714-374-1794</u>
Person to Contact	Job Title	Phone No.
<u>Huntington Beach</u>	<u>\$945,839</u>	<u>May 2023</u>
City	Contract Amount	Date Completed
2. Project Name Sewer Reline Project SW- 220
Description CIPP 8" x 16,500' 10" x 6,650'

<u>Edwardo Diaz</u>	<u>Engineer</u>	<u>909-334-3534</u>
Person to Contact	Job Title	Phone No.
<u>Chino</u>	<u>\$1,061,750</u>	<u>March 2023</u>
City	Contract Amount	Date Completed
3. Project Name Sewer & MH Rehab 2023
Description CIPP 6", 8", 10", 12" and rehab 22 MHs

<u>Kay Kim</u>	<u>Project Manager</u>	<u>(619) 258-4646</u>
Person to Contact	Job Title	Phone No.
<u>Santee</u>	<u>\$483,674</u>	<u>Dec 2023</u>
City	Contract Amount	Date Completed

Failure to complete this portion of the bid shall at the City's discretion constitute the basis to either declare the apparent low bidder's bid non-responsive or declare the bidder to be non-responsive.

Signed  Title Vice President

Dated this 18th day of November, 2024

CONTRACTOR'S ORGANIZATION STATEMENT AND PERFORMANCE HISTORY

The term "Owner" shall refer to any private firm or public agency to which the Contractor has submitted a bid to, or contracted with, for any construction contract.

Submitted By: Sancon Technologies, Inc.
Name must correspond with the Contractor's License

☒ Corporation ☐ Partnership ☐ Individual ☐ Joint Venture

If a corporation, under the laws of what State is it organized? CA

California Regional Office (s): Huntington Beach

Use the form titled "Additional Information and/or Comments" for providing requested or additional information for each of the following questions to which you answer "yes" or for any comments.

A. How many years experience in construction work under current organization?

(a) As a General Contractor? 25 From 1999 to 2024

(b) As a Subcontractor? 25 From 1999 to 2024

B. Provide the following information as to contract experience with public entities or governmental agencies only, within the past ten (10) years. If none, write "NONE" on the chart.

TITLE OF PROJECT	COMPLETION DATE	NAME OF AGENCY, TELEPHONE No. AND NAME OF PERSON TO CONTACT
FY 2021/22 Sewer Lining and Manhole Rehab	May 2023	City of Huntington Beach Rafael Suarez (714) 574-1794
Sewer Reline Project SW-220	March 2023	City of Chino Eduardo Diaz (909) 334-3534
Sewer and Manhole Rehab 2023	Dec 2023	Kay Kim Padre Dam Water (619) 258-4646

C. Have you or your company, or any officer or partner thereof, failed to complete a contract for an Owner? YES ☐ NO ☒. If so indicate the name of each agency, dates, and the circumstances.

D. Have you or your company been denied an award of an Owner contract notwithstanding submission of the lowest responsive bid? YES ☐ NO ☒. If so, as to each such denial,

state the name of the Owner, the date of the denial, the title and number of the contract bid, and the grounds on which the Owner based the denial of award.

- E. Has your company been assessed liquidated damages by any Owner? YES ____ NO X. If so, as to each assessment of liquidated damages, state the name of the Owner, the date of the assessment, the title and number of the contract, and the grounds on which the Owner based the assessment of liquidated damages.
- F. Has your company been the subject of any inquiry by any Owner as to whether your company is a non-responsible bidder or non-responsible contractor? YES ____ NO X. If so, as to each inquiry, state the name of the Owner, the date of the inquiry, the grounds on which the Owner based the inquiry, and the result of the inquiry.
- G. Has your company been the subject of any inquiry by any Owner as to whether your company has made any false claim or other material misrepresentation? YES ____ NO X. If so, as to each inquiry, state the name of the Owner, the date of the inquiry, the grounds on which the Owner based the inquiry, and the result of the inquiry.
- H. Has your company made any false claim or misrepresentation in the submittal of any claim pertaining to any construction contractor with an Owner? YES ____ NO X. If so, state the circumstances, including the reason for submittal of false material.
- I. Is your company currently asserting against any Owner any construction claim (s) in excess of \$100,000.00, or has your company made such claim (s) against any Owner? YES ____ NO X. If so, as to each such claim, state the name of the Owner, the date of the claim, the grounds of the claim, the amount of such claim, the present status of such claim, the date of resolution of such claim if resolved, and the amount and method by which such claim was resolved, if resolved.
- J. Is your company currently a party against any Owner in any litigation pertaining to any construction project, or has your company been a party to such litigation? YES ____ NO X. If so, as to each such litigation, state the name of the Owner, case number, the court and jurisdiction in which said litigation is pending or was brought, the nature of the litigation, the amount at issue in the litigation, the present status of such litigation, the date of resolution of such litigation if resolved, and the amount and method by which such litigation was resolved, if resolved.

ADDITIONAL INFORMATION AND/OR COMMENTS

Use this page for providing requested or additional information or for any comments. If no comments or additional information, write "NONE" at the top of this page. (Duplicate this page if more space is needed). Add corresponding "letter" of each question that the information or comment pertains to.

NONE

**CITY OF SOUTH GATE - FY24-25 SEWER PIPELINE REHABILITATION PROJECT
CITY PROJECT No. 709-SWR**

TRADE NAMES OR EQUALS

The undersigned desires to use the material product, process, equipment, or service described below as "an equal" to such item as specified.

In accordance with the provisions under 4-6 of the Standard Specifications for Public Works Construction (Greenbook), if the City shall find any such item so described as equal to the respective item specified, then the undersigned may furnish such item, together with all necessary labor materials, equipment, and incidentals required to perform the work.

Contractor's Name Sancon Technologies, Inc.

Phone No. 714-891-2323 Contractor's Address 5841 Engineer Dr.
Huntington Beach, CA 92649

Materials, Apparatus, Service or Equipment Specified for Which Bidder Proposes "An Equal"	Complete Description of Materials, Apparatus, Service or Equipment Specified for Which the Bidder Desires to Use as "An Equal" and Name of Subcontractor if Different
NONE	

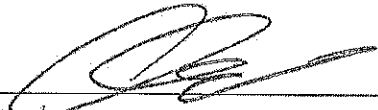
**CERTIFICATION OF NONDISCRIMINATION
AND AFFIRMATIVE ACTION**

As suppliers of goods or services to the City of South Gate, the firm listed below certifies that it does not discriminate in its employment with regard to race, medical condition, color, marital status, religion, sex, handicap, or national origin; that is in compliance with all federal, state and local directives and executive orders regarding nondiscrimination in employment; and that it agrees to demonstrate positively aggressively in principle of equal opportunity in employment.

We agree specifically:

1. To establish or observe employment policies which affirmatively promote opportunities for minority persons at all job levels.
2. To communicate this policy to all persons concerned including all company employees, outside recruiting services, especially those servicing minority communities and to the minority communities at large.
3. To take affirmative steps to hire minority employees within the company.

Sancon Technologies, Inc.
Firm


Signature

Vice President
Title

Please include any additional information regarding equal opportunity employment programs now in effect within your company.

N/A

**STATEMENT ACKNOWLEDGING PENAL AND CIVIL PENALTIES
CONCERNING THE CONTRACTORS' LICENSING LAWS**

[Business & Professions Code § 7028.15]

[Public Contract Code § 20103.5]

I, the undersigned certify that I am aware of the following provisions of California law and that or entity on whose behalf this certification is given, hold a currently valid California contractor's license as set forth below:

Business & Professions Code § 7028.15:

- a. **It is a misdemeanor for any person to submit a bid to a public agency in order to engage in the business or act in the capacity of a contractor with in this state without having a license therefor, except in any of the following cases:**

- (1) The person is particularly exempted from this chapter.
- (2) The bid is submitted on a state project governed by Section 10164 of the Public Contract Code or on any local agency project governed by Section 20104 [now § 20103.5] of the Public Contract Code.

- b. If a person has been previously convicted of the offense described in this section, the court shall impose a fine of 20 percent of the price of the contract under which the unlicensed person performed contracting work or four thousand five hundred dollars (\$4,500), whichever is greater, or imprisonment in the county jail for not less than 10 days nor more than six months, or both.

In the event the person performing the contracting work has agreed to furnish materials and labor on an hourly basis, "the price of the contract" for the purposes of this subdivision means the aggregate sum of the cost of materials and labor furnished and the cost of completing the work to be performed.

- c. This section shall not apply to a joint venture license as required by Section 7029.1. However, at the time of making a bid as a joint venture each person submitting the bid shall be subject to this section with respect to his or her individual licensure.
- d. This section shall not affect the right or liability of a licensed architect, land surveyor, or registered professional engineer to form joint ventures with licensed contractors to render services within the scope of their respective practices.
- e. Unless one of the foregoing exceptions applies a bid submitted to a public agency by a contractor who is not licensed in accordance with this chapter shall be considered non-responsive and shall be rejected by the public agency. Unless one of the foregoing exceptions applies, a local public agency shall, before awarding a contract or issuing a purchase order, verify that the contractor was properly licensed when the contractor submitted the bid. Notwithstanding any other provision of law, unless one of the foregoing exceptions applies, the registrar may issue a citation to any public officer or

employee of a public entity who knowingly awards a contract or issues a purchase order to a contractor who is not licensed pursuant to this chapter. The amount of civil penalties, appeal, and finality of such citations shall be subject to Sections 7028.7 to 7028.13, inclusive. **Any contract awarded to, or any purchase order issued to, a contractor who is not licensed pursuant to this chapter is void.**

- f. Any compliance or non compliance with subdivision (e) of this section, as added by Chapter 863 of the Statutes of 1989, shall not invalidate any contract or bid awarded by a public agency during which time that subdivision was in effect.
- g. A public employee or official shall not be subject to a citation pursuant to this section if the public employee, officer or employing agency made an inquiry to the board for the purpose of verifying the license status of any person or contractor and the board failed to respond to the inquiry within three business days. For purposes of this section a telephone response by the board shall be deemed sufficient.

Public Contract Code § 20103.5:

In all contracts subject to this part where federal funds are involved, no bid submitted shall be invalidated by the failure of the bidder to be licensed in accordance with the laws of this state. However, at the time the Contract is awarded, the Contractor shall be properly licensed in accordance with the laws of this state. The first payment for work or material under any contract shall not be made unless and until the Registrar of Contractors verifies to the agency that the records of the Contractors' State License Board indicate that the contractor was properly licensed at the time the contract was awarded. Any bidder or contractor not so licensed shall be subject to all legal penalties imposed by law, including, but not limited to, any appropriate disciplinary action by the Contractors' State license Board. The agency shall include a statement to that effect in the standard form of pre-qualification questionnaire and financial statement. **Failure of the bidder to obtain proper and adequate licensing for an award of a contract shall constitute a failure to execute the contract and shall result in the forfeiture of the security of the bidder.**

BID BOND

KNOW ALL MEN BY THESE PRESENTS

That we Sancon Technologies, Inc., as Principal, and Old Republic Surety Company as Surety, are held and firmly bound unto the City of South Gate in the sum of: ten percent of the amount bid, (words) Dollars (\$ 10%), to be paid to the City of South Gate, its successors and assigns, for which payment will and truly be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH:

That if the certain proposal of the above bonded Sancon Technologies, Inc. for the **CITY OF SOUTH GATE - FY24-25 SEWER PIPELINE REHABILITATION PROJECT, CITY PROJECT NO. 709-SWR.** in strict accordance with the Specifications on file at the office of the City of South Gate is accepted by the City of South Gate through action of its legally constituted contracting authorities and if the above bonded Sancon Technologies, Inc., his heirs, executors, administrators, successors and assigns shall duly enter into and execute a contract for such removal and shall execute and deliver the required Performance Bond, Payment Bond and proof of insurance within ten (10) working days after the date of notification by and from said City of South Gate that said contract is ready for execution, then this obligation shall become null and void, otherwise it shall be and remain in full force and virtue.

IN WITNESS WHEREOF, we hereunto set our hands and seals this 25th day of November, 20 24.

Sancon Technologies, Inc.

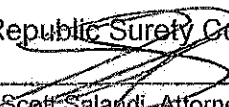
~~XXXX~~

By: 

CHARLES PARSONS, PRESIDENT

Title

Old Republic Surety Company

By: 

Scott Salandi, Attorney-in-fact

NOTE: The standard printed bid bond form of any bonding company acceptable to the City of South Gate may be used in lieu of the foregoing approved sample bond form, provided the security stipulations protecting the City of South Gate are not in any way reduced by use of the Surety Company's printed standard form.

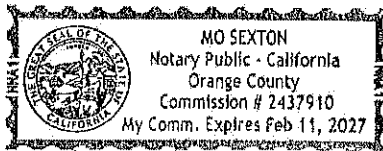
CALIFORNIA ACKNOWLEDGMENT

CIVIL CODE § 1189

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 11/26/2024 before me, Mo Sexton - Notary Public
Date Here Insert Name and Title of the Officer
 personally appeared Charles Parsons
Name(s) of Signer(s)

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.



Place Notary Seal and/or Stamp Above

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 [Signature]
Signature of Notary Public

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____ Signer's Name: _____

☐ Corporate Officer – Title(s): _____ ☐ Corporate Officer – Title(s): _____

☐ Partner – ☐ Limited ☐ General ☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact ☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator ☐ Trustee ☐ Guardian or Conservator

☐ Other: _____ ☐ Other: _____

Signer is Representing: _____ Signer is Representing: _____

ALL- PURPOSE CERTIFICATE OF 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 San Bernardino }

On November 25, 2015 before me, Tina Downey, Notary Public
(Here insert name and title of the officer)

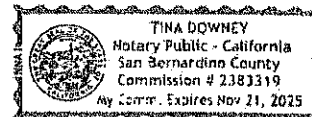
personally appeared Scott Salandi
who proved to me on the basis of satisfactory evidence to be the person(s) whose
name(s) is are subscribed to the within instrument and acknowledged to me that
he/she/they executed the same in his/her/their authorized capacity(ies), and that by
his/her/their signature(s)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

Tina Downey
Notary Public Signature

(Notary Public Seal)



ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date _____

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)
☐ Corporate Officer

(Title)

- ☐ Partner(s)
☒ Attorney-in-Fact
☐ Trustee(s)
☐ Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM

This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknowledgments from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. he/she/they- is /are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
 - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date.
 - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.



OLD REPUBLIC SURETY COMPANY

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint:

Curtis Barton, Scott Salandi of Ladera Ranch, CA

its true and lawful Attorney(s)-in-Fact, with full power and authority for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, *(other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, or black lung bonds)*, as follows:

ALL WRITTEN INSTRUMENTS

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18, 1982.

RESOLVED that, the president, any vice-president or assistant vice president, in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company

- (i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or
- (ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or
- (iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the company to such person or persons.

RESOLVED FURTHER that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the company; and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 17th day of July, 2024.

Karen J. Haffner
Assistant Secretary



OLD REPUBLIC SURETY COMPANY

Alan Pavlic
President

STATE OF WISCONSIN, COUNTY OF WAUKESHA - SS

On this 17th day of July, 2024, personally came before me, Alan Pavlic and Karen J. Haffner, to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say: that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.



Kathryn R. Pearson
Notary Public

My Commission Expires: September 28, 2026

(Expiration of notary's commission does not invalidate this instrument)

CERTIFICATE

I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.

74 5635



Signed and sealed at the City of Brookfield, WI this 25th day of November, 2024.

Karen J. Haffner
Assistant Secretary

ORSC 22262 (3-06)

Venture Pacific Insurance Services

**UNIQUE ENTITY IDENTIFIER (UEI) and
SYSTEM FOR AWARD MANAGEMENT (SAM) REGISTRATION**

(UEI/SAM number form)

Contractors are required to maintain a UEI, attained through SAM.gov registration website (<https://www.sam.gov>), in accordance with in Appendix A to 2. C.F.R. Part 25. For more information, please visit the Federal Service Desk website for guidance on obtaining a UEI: https://www.fsd.gov/gsafsd_sp/?id=kb_category&kb_category=5001034c1b4f64108aa3a8eae54bcb4a

The successful low bidder must be registered with SAM prior to award of contract.

Registered in System for Award Management (SAM)?	☒ Yes ☐ No
What is your firm's Unique Entity Identifier (UEI number)?	GJY4HL4WAMP4

This FORM to be submitted at time of bid

00025.1 C-03.1

FORM A

MINORITY AND WOMEN OWNED BUSINESS ENTERPRISE (MBE/WBE) AFFIRMATIVE STEPS
LIST OF SUBCONTRACTORS SOLICITED
(Use additional pages and attach all required documentation)

Contractor Name	Contractor Address	MBE or WBE	How Located (SBA/MBDA or Specify)	Date of Contact	Description of Work	Responded Yes or No
Roadway Const. Service	900 S Maple Ave Montebello	WBE	internet search	11/26/24 7:07 am	Traffic Control	yes
Alcoa Traffic Control	15222 Pipeline Ln Huntington Beach	MBE	internet search	11/26/24 7:07 am	Traffic Control	yes
So Cal Elite Traffic	815 Bixwin St. Orange	WBE	internet search	11/26/24 7:07 am	Traffic Control	No

Bidders must send invitations to at least three (or all, if less than three) MBE/WBE firms for each item of work referred by sources contacted. The invitations must adequately specify the items for which bids are requested. This form must be submitted within 3 calendar days after the receipt of bid date.

**MINORITY AND WOMEN OWNED BUSINESS ENTERPRISE (MBE/WBE)
AFFIRMATIVE STEPS
BIDS RECEIVED LIST**

This form must be submitted within 3 calendar days after the receipt of bid date.

CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

1. This contract is a covered transaction for purposes of 2 CFR Part 180 and 2 CFR Part 3000. As such, the contractor is required to verify that none of the contractor's principles (defined at 2 CFR § 180.995) or its affiliates (defined at 2 CFR § 180.905) are excluded (defined at 2 CFR § 180.940) or disqualified (defined at 2 CFR § 180.935).
2. The contractor must comply with 2 CFR Part 180, subpart C and 2 CFR Part 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
3. This certification is a material representation of fact relied upon by the City. If it is later determined that the contractor did not comply with 2 CFR Part 180, subpart C and 2 CFR Part 3000, subpart C, in addition to remedies available to the City and the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
4. The bidder or proposer agrees to comply with the requirements of 2 CFR Part 180, subpart C and 2 CFR Part 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.



Authorized Signature
Charles Parsons, President

Printed Name & Title
Sancon Technologies, Inc.

Company

5841 Engineer Dr.

Address
Huntington Beach, CA 92649

City, State, Zip Code
11/25/24

Date



BYRD ANTI-LOBBYING AMENDMENT CERTIFICATION

(To be submitted with each proposal or offer exceeding \$100,000)

The undersigned, (Company) Sancon Technologies, Inc. certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person 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 this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, (Company) Sancon Technologies, Inc. certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

A handwritten signature in black ink, appearing to read 'Charles Parsons'.

Signature of Contractor's Authorized Official

Charles Parsons, President

Name and Title of Contractor's Authorized Official

11/25/24

Date



City of
**South
Gate**

N/A

Approved by OMB
0348-0046

Disclosure of Lobbying Activities

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure)

1. Type of Federal Action: a. contract -- b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	2. Status of Federal Action: a. offer/application -- b. initial award c. post-award	3. Report Type: a. initial filing -- b. material change For material change only: Year ___ quarter ___ Date of last report ___
4. Name and Address of Reporting Entity: -- Prime -- Subawardee Tier ___, if known: Congressional City, if known:		5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional City, 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 Registrant (if individual, last name, first name, MI):		b. Individuals Performing Services (including address if different from No. JOa) (last name, first name, MI):
11. Information requested through this form is authorized 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: -- Title: -- Telephone No.: _____ Date: ---
__Federal Use Only		Authorized for Local Reproduction Standard form - LLL (Rev. 7-97)

CERTIFICATION REGARDING ASSURANCES OF COMPLIANCE WITH CIVIL RIGHTS REQUIREMENTS

As a condition of receipt of federal financial assistance from the Department of the Treasury, the Contractor named below provides the assurances stated herein. The federal financial assistance may include federal grants, loans and contracts to provide assistance to the Contractor's beneficiaries, the use or rent of Federal land or property at below market value, Federal training, a loan of Federal personnel, subsidies, and other arrangements with the intention of providing assistance. Federal financial assistance does not encompass contracts of guarantee or insurance, regulated programs, licenses, procurement contracts by the Federal government at market value, or programs that provide direct benefits.

The assurances apply to all federal financial assistance from or funds made available through the Department of the Treasury, including any assistance that the Contractor may request in the future.

The Civil Rights Restoration Act of 1987 provides that the provisions of the assurances apply to all of the operations of the Contractor's program(s) and activity(ies), so long as any portion of the Contractor's program(s) or activity(ies) is federally assisted in the manner prescribed above.

1. Contractor ensures its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of the benefits of, or subjection to discrimination under programs and activities receiving federal financial assistance, of any person in the United States on the ground of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury Title VI regulations at 31 CFR Part 22 and other pertinent executive orders such as Executive Order 13166, directives, circulars, policies, memoranda, and/or guidance documents.
2. Contractor acknowledges that Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency," seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English proficiency (LEP). Contractor understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and the Department of the Treasury's implementing regulations. Accordingly, Contractor shall initiate reasonable steps, or comply with the Department of the Treasury's directives, to ensure that LEP persons have meaningful access to its programs, services, and activities. Contractor understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in the Contractor's programs, services, and activities.

3. Contractor agrees to consider the need for language services for LEP persons when Contractor develops applicable budgets and conducts programs, services, and activities. As a resource, the Department of the Treasury has published its LEP guidance at 70 FR 6067. For more information on taking reasonable steps to provide meaningful access for LEP persons, please visit <http://www.lep.gov>.
4. Contractor acknowledges and agrees that compliance with the assurances constitutes a condition of continued receipt of federal financial assistance and is binding upon Contractor and Contractor's successors, transferees, and assignees for the period in which such assistance is provided.
5. Any sub-grantees, contractors, subcontractors, successors, transferees, and assignees must comply with assurances 1-4 above, and the following language will hereby be incorporated into the contract or agreement subject to Title VI and its regulations between the Contractor and the Contractor's subcontractors, successors, transferees, and assignees:

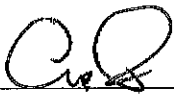
The subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.

6. Contractor understands and agrees that if any real property or structure is provided or improved with the aid of federal financial assistance by the Department of the Treasury, this assurance obligates the Contractor, or in the case of a subsequent transfer, the transferee, for the period during which the real property or structure is used for a purpose for which the federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is provided, this assurance obligates the Contractor for the period during which it retains ownership or possession of the property.
7. Contractor shall cooperate in any enforcement or compliance review activities by the Department of the Treasury of the aforementioned obligations. Enforcement may include investigation, arbitration, mediation, litigation, and monitoring of any settlement agreements that may result from these actions. The Contractor shall comply with information requests, on-site compliance reviews and reporting requirements.

8. Contractor shall maintain a complaint log and inform the Department of the Treasury of any complaints of discrimination on the grounds of race, color, or national origin, and limited English proficiency covered by Title VI of the Civil Rights Act of 1964 and implementing regulations and provide, upon request, a list of all such reviews or proceedings based on the complaint, pending or completed, including outcome. Contractor also must inform the Department of the Treasury if Contractor has received no complaints under Title VI.
9. Contractor must provide documentation of an administrative agency's or court's findings of non-compliance of Title VI and efforts to address the non-compliance, including any voluntary compliance or other agreements between the Contractor and the administrative agency that made the finding. If the Contractor settles a case or matter alleging such discrimination, the Contractor must provide documentation of the settlement. If Contractor has not been the subject of any court or administrative agency finding of discrimination, please so state.
10. If the Contractor makes sub-awards to other agencies or other entities, the Contractor is responsible for ensuring that sub-recipients also comply with Title VI and other applicable authorities covered in this document. State agencies that make sub-awards must have in place standard grant assurances and review procedures to demonstrate that they are effectively monitoring the civil rights compliance of sub-recipients.

The United States of America has the right to seek judicial enforcement of the terms of this assurances document and nothing in this document alters or limits the federal enforcement measures that the United States may take in order to address violations of this document or applicable federal law.

Under penalty of perjury, the undersigned official(s) certifies that official(s) has read and understood the Contractor's obligations as herein described, that any information submitted in conjunction with this assurances document is accurate and complete, and that the Contractor is in compliance with the aforementioned nondiscrimination requirements.



Signature of Contractor's Authorized Official

Charles Parsons, President

Name and Title of Contractor's Authorized Official

11/25/24

Date

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Build America, Buy America (BABA) Requirements Contractor Certification

As a condition of receipt of federal financial assistance from the Environmental Protection Agency, the Contractor named below provides the assurances stated herein. The federal financial assistance may include federal grants, loans and contracts to provide assistance to the Contractor's beneficiaries, the use or rent of Federal land or property at below market value, Federal training, a loan of Federal personnel, subsidies, and other arrangements with the intention of providing assistance. Federal financial assistance does not encompass contracts of guarantee or insurance, regulated programs, licenses, procurement contracts by the Federal government at market value, or programs that provide direct benefits.

The assurances apply to all federal financial assistance from or funds made available through the Department of Environmental Protection, including any assistance that the Contractor may request in the future.

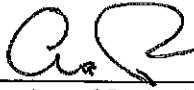
"Build America, Buy America;" requires all of the iron and steel, manufactured products, and construction materials used in the project to be produced in the United States ("Build America, Buy America Requirements") including iron and steel, manufactured products, and construction materials provided by the Contractor pursuant to this Agreement. The Contractor hereby represents and warrants to and for the benefit of the Contractor and City of South Gate ("City") the following:

- (a) The Contractor has reviewed and understands the Build America, Buy America Requirements;
- (b) All of the iron and steel, manufactured products, and construction materials used in the project will be and/or have been produced in the United States in a manner that complies with the Build America, Buy America Requirements, unless a waiver of the requirements is applicable, approved, and documented;
- (c) The Contractor is required to submit with every invoice a Build America, Buy America (BABA) Requirements Pay Request Certification that includes a list of the iron and steel products included in that invoice and supporting documentation (i.e. Manufacturer's Certification) that clearly identifies that either these goods were produced in the United States or a waiver applies; and
- (d) The Contractor will provide any further verified information, certification or assurance of compliance with this paragraph, or information necessary to support a waiver of the Build America, Buy America Requirements, as may be requested by the Contractor or the City.

Notwithstanding any other provision of this Agreement, any failure to comply with this paragraph by the Contractor shall permit the Contractor or City to recover as damages against the Contractor any loss, expense, or cost (including without limitation attorney's fees) incurred by the Contractor or City resulting from any such failure (including without limitation any impairment or loss of funding, whether in whole or in part, from the City or any damages owed to the City by the Contractor). While the Contractor has no direct contractual privity

with the City, which is a lender to the Contractor for the funding of its project, the Contractor agrees that the City is a third-party beneficiary and neither this paragraph (nor any other provision of this Agreement necessary to give this paragraph force or effect) shall be amended or waived without the prior written consent of the City.

Under penalty of perjury, the undersigned official(s) certifies that official(s) has read and understood the Contractor's obligations as herein described, that any information submitted in conjunction with this assurances document is accurate and complete, and that the Contractor is in compliance with the aforementioned BABA requirements.



Signature of Contractor's Authorized Official

Charles Parsons, President

Name and Title of Contractor's Authorized Official

11/25/24

Date

**CITY OF SOUTH GATE
PUBLIC WORKS DEPARTMENT
CONTRACT CHANGE ORDER NO. 1**

PROJECT NAME: Sewer System Relining; City Project No. 709-SWR

TO: Sancon Technologies Inc.

You are hereby instructed to comply with the following changes from the Contract Plans and Specifications:

SUMMARY OF CHANGES		
Description (Detailed Explanation Attached)	Change in Contract Price ¹	Change in Work Days
1. Adjustment in Bid Quantities	(\$502,368.00)	0
Net Change in Contract Price and Work Days	(\$502,368.00)	0

¹Deduction or decrease in Contract Price is denoted in parentheses.

The following change is hereby made a part of the Contract Documents and shall be performed under the same terms and conditions as required by the original Contract Documents. Except as modified herein, the original Contract Documents and all prior amendments shall remain in full force and effect and all of the terms of the Contract Documents are hereby incorporated in this Change Order.

SUMMARY OF ALL CHANGE ORDERS

ORIGINAL CONTRACT AMOUNT\$2,143,727.00
CCO1(\$502,368.00)
TOTAL\$1,641,359.00

SUMMARY OF WORKING DAYS

FIRST DAY OF WORK:.....N/A:NTP has not been issued
CONTRACT WORKING DAYS:.....120
TIME EXTENSION: CCO 1 0
NEW TOTAL WORKING DAYS:.....120
LAST DAY OF WORK: N/A:NTP has not been issued

CHANGE ORDER DETAIL

Change Order No.: 1

Project Name: Sewer System Relining ; City Project No. 709-SWR

The changes or interpretations described and noted herein are hereby authorized. The signed original of this order is on file in the Department of Public Works. Shown as separate paragraphs: (A) Reason for Change; (B) Description of Change; (C) Change in Contract Costs; and (D) Change in Completion Date.

Item No. 1:A. Reason for Change: Deductive change order is required to keep project within budget.B. Description of Change:

ITEM	DESCRIPTION	UNIT	UNIT PRICE	BID OR CURRENT APPROVED QTY	FINAL QTY	CHANGE	CHANGE IN COST ¹
4	Remove and Replace 8-inch Sewer main	LF	\$683	306	0	(306)	(\$208,998)
7	Remove, Replace, and EPOXY LINE 48" Diameter precast Concrete Manhole	EA	\$21,000	6	4	(2)	(\$42,000)
15	Install 4-INCH AND 6-INCH DIAMETER Top Hat liner	EA	\$1,470	171	0	(171)	(\$251,370)

¹Deduction or decrease in Contract Price is denoted in parentheses.C. Change in Contract Cost:
(\$502,368.00)D. Change in Completion Date:
0**SIGNATURE PAGE TO FOLLOW:**

Attachment C

The original Contract Price was (\$2,143,727.00). Contract Change Order No. 1 decreased the Contract Price by \$502,368.00. The new Contract Price will be \$1,641,359.00, resulting in an decrease of approximately 23.43% to the original Contract.

Ordered: _____ Date: _____
Mayor

Concurred by: _____ Date: _____
Assistant City Manager / Director of Public Works

Concurred by: _____ Date: _____
Deputy City Engineer

Concurred by: _____ Date: _____
Project Manager

Acceptance by the Contractor:

This Change Order is in full compromise and settlement of all adjustments to Contract Time and Contract Price, and compensation for any and all delay, extended or additional field and home office overhead, disruption, acceleration, inefficiencies, lost labor or equipment productivity, differing site conditions, construction interferences and other extraordinary or consequential damages (hereinafter called "Impacts"), including any ripple or cumulative effect of these Impacts on the overall Work under the Contract arising directly or indirectly from the performance of Work described in this Change Order. By execution of this Change Order, the Contractor agrees that this Change Order constitutes a complete accord and satisfaction with respect to all claims for schedule extension, Impacts, or any costs of any nature, character or kind arising out of or incidental to this Change Order.

Name: _____ Date: _____

Title: _____

NOTICE OF EXEMPTION

TO: County Clerk/Registrar-Recorder
County of Los Angeles
Environmental Filings
12400 E. Imperial Hwy
Norwalk, CA 90650

FROM: Public Works Department
City of South Gate
8650 California Avenue
South Gate, CA 90280-3075

Project Title and Location (including county):

The Sewer Pipeline Rehabilitation Project, City Project No. 709-SWR is located on various streets within the public right-of-way in the City of South Gate, CA 90280, County of Los Angeles.

Project Description: The Project proposes to rehabilitate sewer pipelines in the City by several methods including removal and replacement of several pipeline segments, point repair at several locations and lining of existing sewer lines with cast in place pipe (CIPP). Additional work included in the project includes closed circuit television inspection of sewers before and after work in completed, cleaning of sewer lines prior to lining, by-pass of sewer lines during lining performance of rehabilitation work, installation of top-hats at the junction of sewer laterals with the newly rehabilitated sewer segments, construction of new sewer manholes and lining of existing sewer manholes.

Name of Public Agency Approving Project:

City of South Gate - Public Works Department

Name of Person/Agency Carrying Out Project:

Arturo Cervantes, P.E., Assistant City Manager/Director of Public Works - City of South Gate

Exempt Status: (Check one)

- ☐ Ministerial (Sec. 21080 (b) (1); 15268);
- ☐ Declared Emergency (Sec. 21080 (b) (3); 15269(a));
- ☐ Emergency Project (Sec. 21080 (b) (4); 15269(b) (c));
- ☐ Emergency Project (Sec. 21080 (b) (4); 15269(b) (c));
- ☒ Categorical Exemption: Section: 15301 Class: 1(c)
- ☐ Statutory Exemption: Section: _____ Class: _____

Reasons why project is exempt:

This project is Categorically Exempt under Existing Facilities Section 15301 Class 1(c) under alternation for existing highways and streets, sidewalks, gutters, bicycle and pedestrian trails, and) with negligible or no expansion of use.

Lead Agency Contact Person and Phone Number:

Arturo Cervantes, P.E., Assistant City Manager/Director of Public Works - City of South Gate
323-357-9567 acervantes@sogate.org

Prepared and filed by the South Gate Public Works Department by:

Arturo Cervantes, P.E., Assistant City
Manager/Director of Public Works

Signature

Printed Name and Title

Date

Categorical Exclusion Instructions and Checklist

Categorical exclusions (CATEXs) are categories of actions that do not individually or cumulatively have a significant effect on the quality of the human environment. CATEXs applicable to EPA actions are listed at 40 C.F.R. § 6.204(a).

Determining a project's eligibility for a CATEX is the first step in the environmental review process. As part of the CATEX determination, EPA determines whether there are any extraordinary circumstances that would prevent the project from being eligible for a CATEX. If the proposed project is eligible for a CATEX and no extraordinary circumstances are involved, no further NEPA review is required.

Recipients who believe their project may qualify for a CATEX, should work with EPA—preferably early in the project design stage—to provide sufficient information for EPA to make that determination early in the NEPA environmental review process. EPA has developed a checklist to determine if a project qualifies for a CATEX. You may use this checklist as a tool to assess your project's potential eligibility for a CATEX and to understand what types of information are needed by EPA to support the CATEX determination.

The types of information that recipients should gather and submit to support the CATEX determination include, but may not be limited to, the following:

- 1) Detailed description of the project and/or preliminary engineering report along with any site plan showing the project location and its construction footprint (area of disturbance in acreage or square footage, etc.). Documents should clearly describe the project, including pipe sizes and lengths, pump specifications, etc.
- 2) City or regional maps that show the project in relation to the local area and help demonstrate the physical extent of the project.
- 3) Documentation of coordination or concurrence from the applicable federal cross-cutter environmental agencies. The grant applicant should coordinate with EPA to determine the applicability of federal cross-cutters since EPA may need to participate or take the lead in compliance with these cross-cutters as the federal action agency. For CATEXs, this potentially includes, but is not limited to, those listed below:
 - a. State's Historical Preservation Office (obtained through National Historic Preservation Act Section 106 consultation),
 - b. U.S. Fish and Wildlife Service or National Marine Fisheries Service (obtained through Endangered Species Act informal consultation),
 - c. U.S. Army Corps of Engineers (obtained through coordination with the appropriate District Office and through permit reviews),
 - d. other cross-cutter federal agencies as appropriate.
- 4) A description of the project need (including: the need the project will address; whether the project will address a local problem or emergency; whether the project is being pursued in response to a compliance order).
- 5) A description of the environmental impact(s) (both construction and operational impacts). Impacts may be both beneficial and adverse.
- 6) A description of associated measures to avoid, minimize or compensate for impacts including any Best Management Practices (BMPs) and/or Standard Operating Procedures (SOPs), etc. Provide adequate supporting references and citations.
- 7) Explain whether the project will be funded by other state or federal agencies. If environmental reviews are required by other state or federal agencies, explain whether they have been started or not. Briefly describe additional funding and applicable environmental reviews.
- 8) Explain whether project construction has begun. If yes, describe activities and percent of project completed.

EPA will independently review the information provided, including that within the following checklist, and will determine whether a project is eligible for a CATEX. If EPA finds that a project meets the qualifications for a CATEX, EPA will prepare a CATEX determination.

Categorical Exclusion and Extraordinary Circumstances Review Form
 United States Environmental Protection Agency
 Region [XX]

I. General Information

Project Name	Program / Funding Authority	Grant ID Number (if known)
CITY OF SOUTH GATE - FY23-FY24 SEWER PIPELINE REHABILITATION PROJECT	ARPA/U.S. Department of Treasury	

Grant Applicant Organization

City of South Gate

Project Location Description (street address/city/state/ZIP code; site characteristics)

City of South Gate / Public Works Department , 8650 California Avenue ,South Gate, CA 90280

Project Description (summary of project scope and project components)

The "City of South Gate - FY23-FY24 Sewer Pipeline Rehabilitation Project" is a civil engineering initiative focused on improving the city's sewer infrastructure. The project involves replacing 765 linear feet of sewer main near Tweedy Blvd, Seminole Ave, and Southern Lane, as well as lining and conducting spot repairs on approximately 16,000 linear feet of sewer main in various residential areas throughout South Gate. The purpose of the project is to enhance the reliability and efficiency of the sewer system, reduce the risk of pipeline failures, and improve service for local residents and businesses, who will be the primary beneficiaries.

II. EPA Contact for Environmental Review on this Project (If different from Responsible Official, EPA Use Only)

Name/Title	Email	Phone Number

Complete Section III on Categorical Exclusion Eligibility.

III.A. Categorical Exclusion Eligibility (Check YES or NO) Complete the following questions in their entirety to determine if the project is eligible for a Categorical Exclusion (CATEX) pursuant to 40 CFR § 6.204(a)(1)(ii). Additionally, supporting statements and documentation must be included in Attachment 1.

40 CFR § 6.204(a)(1)(ii)

Question 1a:	Does the project involve actions relating to existing infrastructure systems (e.g., sewer systems; drinking water supply systems; and stormwater systems, including combined sewer overflow systems) and involve:		
If yes to any, proceed to Question 1b.	YES	NO	
	☐	☐	Minor upgrading
	☒	☐	Minor expansion of system capacity or rehabilitation (including functional replacement) of the existing system and its components (such as the sewer collection network and treatment system; the system to collect, treat, store and distribute drinking water; and stormwater systems, including combined sewer overflow systems)
	☐	☐	Construction of new minor ancillary facilities next to or on the same property as existing facilities
Question 1b:	Will the project include actions that:		
If yes to any, STOP . CATEX does not apply.	YES	NO	
	☐	☒	Involve new or relocated discharges to surface or ground water
	☐	☒	Will likely result in the substantial increase in the volume or the loading of pollutant to the receiving water
	☐	☒	Will provide capacity to serve a population 30% greater than the existing population
	☐	☒	Are not supported by the state, or other regional growth plan or strategy
	☐	☒	Directly or indirectly involve or relate to upgrading or extending infrastructure systems primarily for the purpose of future development

III.B. Categorical Exclusion Eligibility (Check YES or NO) Complete the following questions in their entirety to determine if the project is eligible for a Categorical Exclusion (CATEX) pursuant to 40 CFR § 6.204(a)(1)(iii). Additionally, supporting statements and documentation must be included in Attachment 1.

40 CFR § 6.204(a)(1)(iii)

Question 2a:	Does the project involve actions in unsewered communities involving:		
If yes, proceed to Question 2b.	YES	NO	
	☐	☒	Replacement of existing onsite systems
Question 2b:	Will the project include actions that:		
If yes to any, STOP . CATEX does not apply.	YES	NO	
	☐	☒	Involve relocated discharges
	☐	☒	Will likely result in the substantial increase in the volume or the loading of pollutants from existing sources

Complete Sections IV.A. and IV.B. on Extraordinary Circumstances. Attach Supporting Statements and Documentation.

IV.A. Extraordinary Circumstances <i>(Check YES or NO)</i> Complete the following questions in their entirety to determine if the project involves any of the following extraordinary circumstances which would make it ineligible for a CATEX pursuant to 40 CFR § 6.204(b)(1) through (b)(10). Additionally, supporting statements and documentation must be included in Attachment 1.		
YES	NO	
☐	☒	1) Is the action known or expected to have potentially significant environmental impacts on the quality of the human environment either individually or cumulatively over time?
☐	☒	2) Is the action known or expected to have disproportionately high and adverse human health or environmental effects on any community, including minority communities, low-income communities, or federally-recognized Indian tribal communities? Communities Present: ☐ Yes ☒ No [If yes, describe in Attachment 1]
☐	☒	3) Is the action known or expected to significantly affect federally listed threatened or endangered species or their critical habitat? Resources Present: ☐ Yes ☐ No [If yes, describe in Attachment 1]
☐	☒	4) Is the action known or expected to significantly affect national natural landmarks or any property with naturally significant historic, architectural, prehistoric, archaeological, or cultural value, including but not limited to, property listed on or eligible for the National Register of Historic Places? Resources Present: ☐ Yes ☐ No [If yes, describe in Attachment 1]
☐	☒	5) Is the action known or expected to significantly affect environmentally important natural resource areas such as wetlands, floodplains, significant agricultural lands, aquifer recharge zones, coastal zones, barrier islands, wild and scenic rivers, and significant fish or wildlife habitat? Resources Present: ☐ Yes ☐ No [If yes, describe in Attachment 1]
☐	☒	6) Is the action known or expected to cause significant adverse air quality effects? Describe Air Quality and Resources in Attachment 1
☐	☒	7) Is the action known or expected to have a significant effect on the pattern and type of land use (industrial, commercial, agricultural, recreational, residential) or growth and distribution of population, including altering the character of existing residential areas or may not be consistent with state or local government, or federally-recognized Indian tribe approved land use plans or federal land management plans? Describe Land Use in Attachment 1
☐	☒	8) Is the action known or expected to cause significant public controversy about potential environmental impacts of the proposed action?
☐	☒	9) Is the action known or expected to be associated with providing financial assistance to a federal agency through an interagency agreement for a project that is known or expected to have potentially significant environmental impacts?

☐	☒	10) Is the action known or expected to conflict with federal, state, local government, or federally-recognized Indian tribe environmental resource-protection, or land-use laws or regulations?
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IV.B. Extraordinary Circumstances Statement (*Check ONLY ONE box*) If the responses to Section III.A. or III.B. indicate the project is CATEX eligible, and if a **NO** response was recorded for each of the questions in Section IV.A, then no Extraordinary Circumstances are present pursuant to 40 CFR § 6.204(b) and one of the following statements should be selected.

☐	1) No extraordinary circumstances apply to the proposed action pursuant to 40 CFR §§ 6.204(a)(1) and 6.204(b). This statement is based on either (1) past experience with similar actions at the proposed action site resulting in a CATEX and/or (2) information gathered as part of a previous NEPA review or environmental due diligence review conducted at the proposed action site. A statement and supporting documentation is attached (e.g., SERP, prior CATEX determination, or other NEPA review and environmental documentation).
☒	2) No extraordinary circumstances apply to the proposed action pursuant to 40 CFR §§ 6.204(a)(1) and 6.204(b). This statement is based on information gathered as part of this NEPA evaluation. A statement and supporting documentation is attached explaining why no extraordinary circumstances exist or apply to the proposed action pursuant to 40 CFR §§ 6.204(a)(1) and 6.204(b).

EPA Use Only:

V. NEPA Review Determination and Responsible Official Signature (EPA Use Only)		
Sections I through IV must be completed to satisfy EPA's documentation requirements for CATEX eligibility. If completion of this form indicates that a CATEX <i>does apply</i>, the Responsible Official must sign below.		
Categorical Exclusion Determination. EPA finds that the proposed action is eligible for exclusion from detailed environmental review under 40 CFR § 6.204(a)(1), and will not involve any of the extraordinary circumstances delineated under 40 CFR § 6.204(b)(1) through (b)(10). Consequently, EPA will not prepare an environmental impact statement or an environmental assessment for the proposed project. EPA may revoke this categorical exclusion if changes in the proposed action render it ineligible for exclusion or if new evidence emerges which indicates that serious local or environmental issues exist or federal, state, or local laws would be violated. As the Responsible Official, I have determined that this action is eligible for a Categorical Exclusion per the substantive environmental review requirements under EPA regulations at 40 CFR § 6.204. Section III.C of this form has been completed providing the required Extraordinary Circumstances Statement.		
Signature of Responsible Official	Title	Date

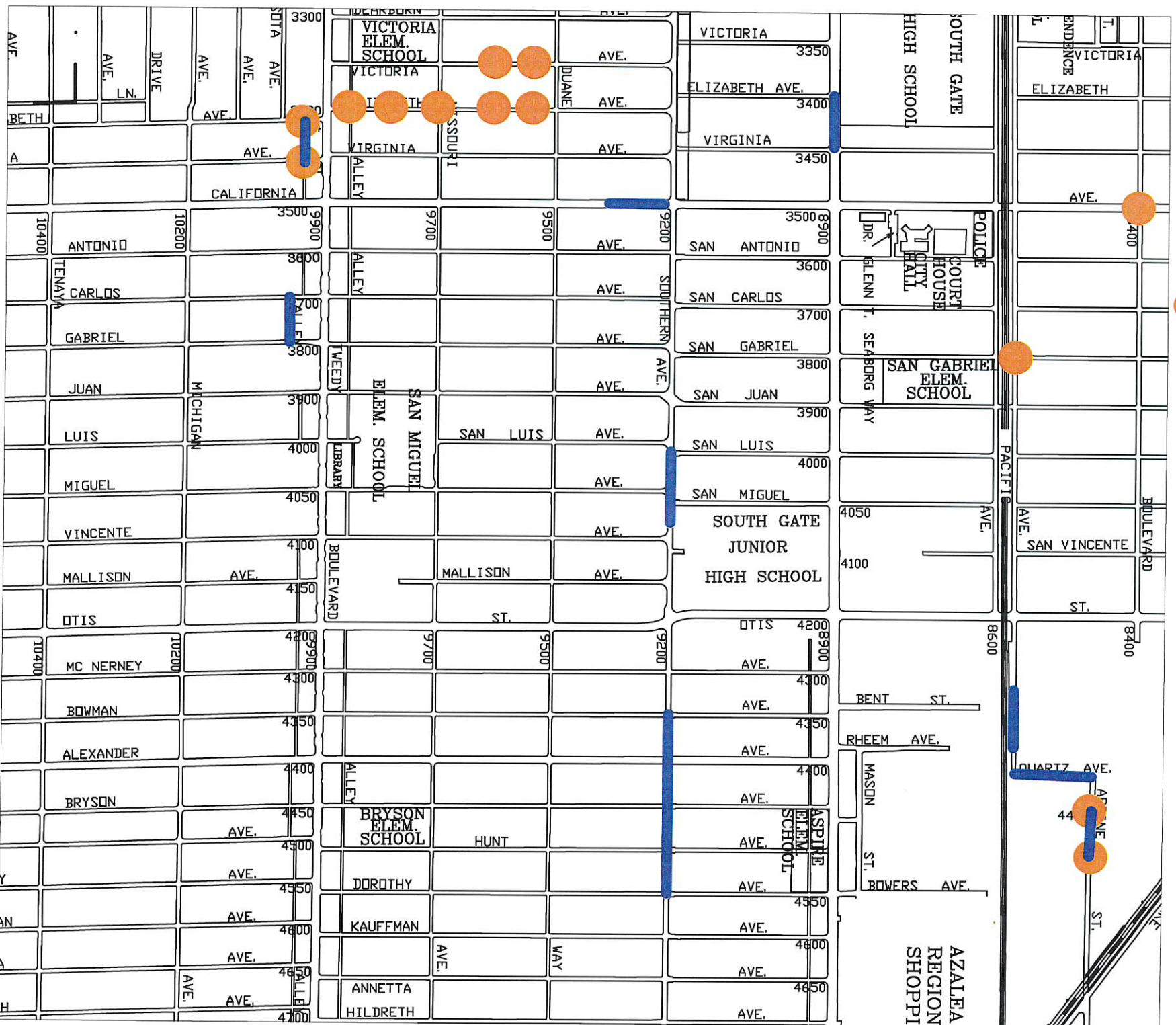
NOTE: Signed Categorical Exclusion Determinations should be uploaded to the EPA NEPA Compliance Database (through Central Data Exchange (CDX)).

Use Attachment 1 to provide Statements and Supporting Documentation.

Project Name	Grant ID Number
Attachment 1. CATEX Eligibility and/or Extraordinary Circumstances Statement(s)	
The space below may be used for a statement and supporting documentation explaining CATEX eligibility and why no extraordinary circumstances exist or apply to the proposed action pursuant to 40 CFR §§ 6.204(a)(1) and 6.204(b). Attach additional pages as needed. Material incorporated by reference should briefly describe its content. Provide hyperlinks to the incorporated material, or attached incorporated material to this CATEX, or otherwise indicate how the public can access the material for inspection.	
No extraordinary circumstances exist or apply to the proposed project because it does not involve significant impacts on public health, safety, or the environment, nor does it affect sensitive resources such as wetlands, endangered species, historic properties, or cultural resources. This project involves the replacement or reconstruction of existing utility systems and facilities with minimal or no expansion of capacity. The work focuses on restoring and maintaining the functionality of current infrastructure, ensuring continued service without increasing its operational scope.	

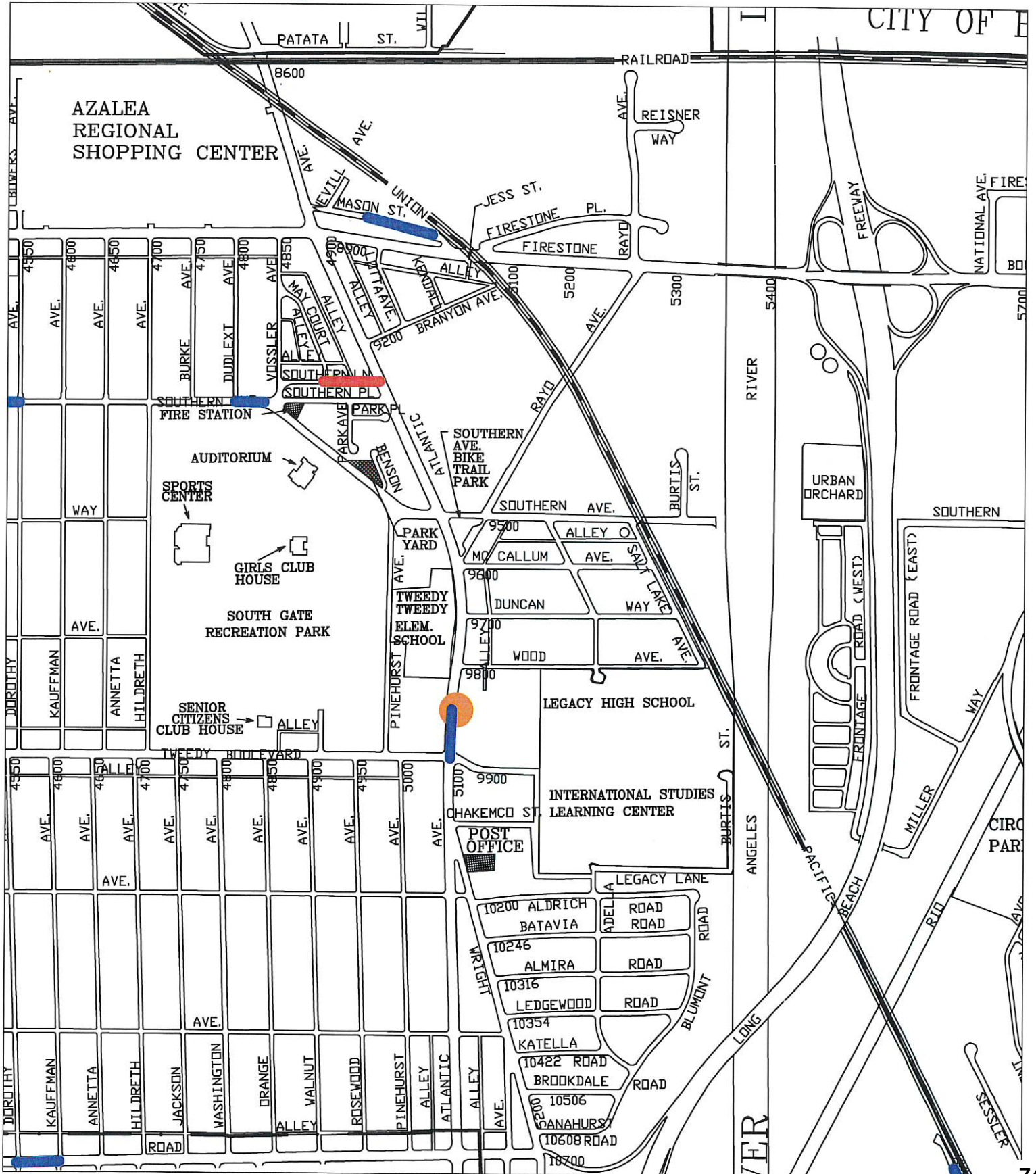
SEWER PIPELINES REHABILITATION SEGMENTS

- CIPP SEGMENTS
- REPLACEMENT SEGMENTS
- MH REHAB (21 COUNT)



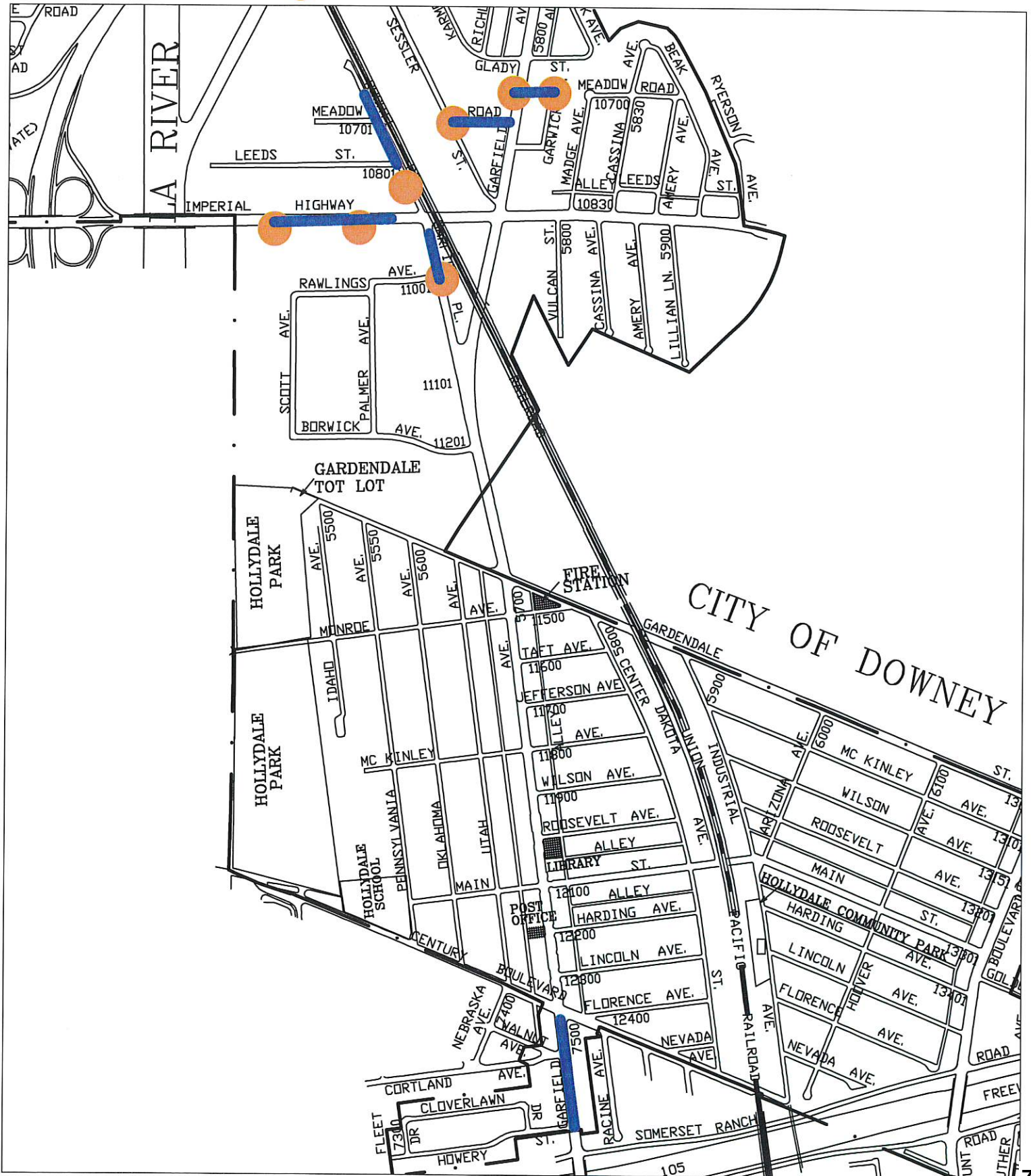
SEWER PIPELINES REHABILITATION SEGMENTS

- CIPP SEGMENTS
- REPLACEMENT SEGMENTS
- MH REHAB (21 COUNT)



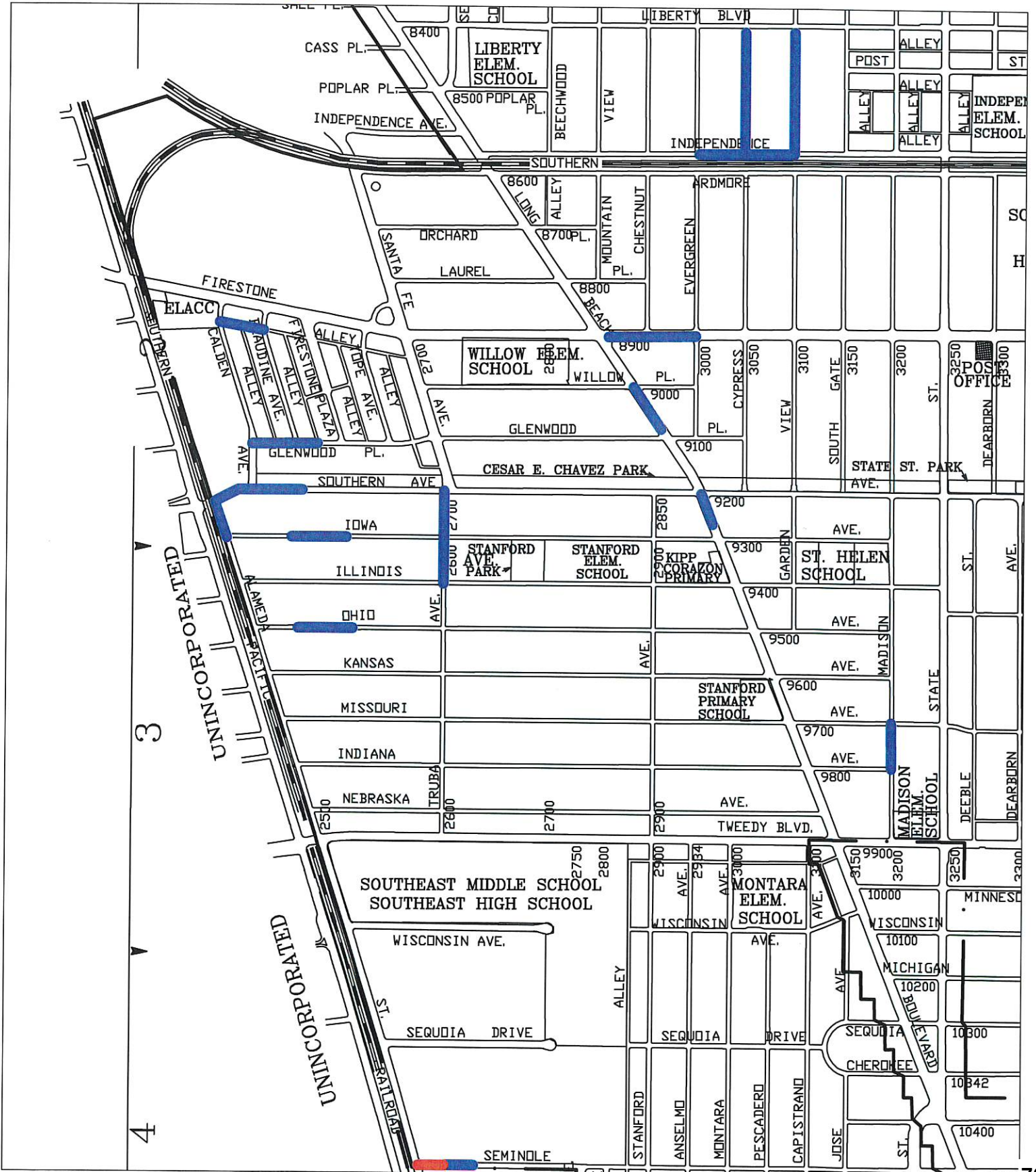
SEWER PIPELINES REHABILITATION SEGMENTS

- CIPP SEGMENTS
- REPLACEMENT SEGMENTS
- MH REHAB (21 COUNT)



SEWER PIPELINES REHABILITATION SEGMENTS

- CIPP SEGMENTS
- REPLACEMENT SEGMENTS
- MH REHAB (21 COUNT)



City of South Gate FY 2024-2025 Concrete Sewer Pipelines Rehabilitation							
SHEET NO.	NO	STREET NAME	MH U/S	MH D/S	LENGTH (FT)	PIPE DIAMETER	MATERIAL
CIPP Lining Segments							
C-01	1	Ohio Ave	11-SM-057	11-SM-058	309.60	8-inch	Vitrified Clay Pipe
C-01	2	Iowa Ave	05-SM-005	05-SM-006	288.70	8-inch	Vitrified Clay Pipe
C-01	3	Alley form Calden and Beaudine Aves	05-SM-100	05-SM-101	344.01	8-inch	Vitrified Clay Pipe
C-01	4	Madison Ave	12-SM-084	12-SM-074	320.04	8-inch	Vitrified Clay Pipe
C-02	5	Truba Ave	05-SM-014	05-SM-008	318.80	15-inch	Vitrified Clay Pipe
C-02	6	Truba Ave	05-SM-008	11-SM-071	325.20	15-inch	Vitrified Clay Pipe
C-02	7	Glenwood Pl	05-SM-023	05-SM-024	94.30	8-inch	Vitrified Clay Pipe
C-02	8	Glenwood Pl	05-SM-024	05-SM-028	297.20	8-inch	Vitrified Clay Pipe
C-02	9	Glenwood Pl	05-SM-028	05-SM-032	180.90	8-inch	Vitrified Clay Pipe
C-02	10	N Alameda St	05-SM-001	05-SM-002	267.60	8-inch	Vitrified Clay Pipe
C-02	11	Southern Ave	05-SM-009	05-SM-010	304.00	8-inch	Concrete Pipe and Vitrified Clay Pipe
C-03	12	California Ave	13-SM-018	12-SM-168	313.11	8-inch	Cast Iron and Vitrified Clay Pipe
C-03	13	Cypress Ave	02-SM-029	06-SM-164	266.00	8-inch	Concrete Pipe (non-reinforced)
C-03	14	Cypress Ave	06-SM-164	06-SM-165	265.00	8-inch	Concrete Pipe (non-reinforced)
C-03	15	Cypress Ave	06-SM-165	06-SM-166	249.10	8-inch	Concrete Pipe (non-reinforced)
C-03	16	Garden View Ave	02-SM-036	06-SM-168	264.10	8-inch	Concrete Pipe (non-reinforced)
C-03	17	Garden View Ave	06-SM-168	06-SM-169	266.10	8-inch	Concrete Pipe (non-reinforced)
C-03	18	Garden View Ave	06-SM-169	06-SM-170	250.30	8-inch	Concrete Pipe (non-reinforced)
C-04	19	Alley N/Abbot Rd	24-SM-003	24-SM-002	298.50	8-inch	Concrete Pipe
C-04	20	Garfield Ave	29-SM-020	29-SM-021	188.44	8-inch	Vitrified Clay Pipe
C-04	21	Garfield Ave	29-SM-021	29-SM-019	164.66	8-inch	Vitrified Clay Pipe
C-05	22	Alley	12-SM-044	12-SM-045	215.40	8-inch	Vitrified Clay Pipe
C-05	23	Ardine St	08-SM-034	08-SM-035	235.90	10-inch	Vitrified Clay Pipe
C-05	24	Garwick Pl	25-SM-022	26-SM-048	254.50	8-inch	Vitrified Clay Pipe
C-05	25	Imperial Hwy	25-SM-020	25-SM-019	303.10	8-inch	Vitrified Clay Pipe
C-05	26	Imperial Hwy	25-SM-019	25-SM-018	260.90	8-inch	Vitrified Clay Pipe
C-06	27	Long Beach Blvd	06-SM-017	06-SM-015	217.70	8-inch	Vitrified Clay Pipe
C-06	28	Long Beach Blvd	12-SM-189	06-SM-003	128.40	8-inch	Vitrified Clay Pipe
C-06	29	Madison Ave	12-SM-201	12-SM-200	181.10	8-inch	Vitrified Clay Pipe
C-06	30	Ruchti Rd	25-SM-044	25-SM-043	333.52	8-inch	Vitrified Clay Pipe

City of South Gate
FY 2024-2025 Concrete Sewer Pipelines Rehabilitation

SHEET NO.	NO	STREET NAME	MH U/S	MH D/S	LENGTH (FT)	PIPE DIAMETER	MATERIAL
CIPP Lining Segments							
C-06	31	Ruchti Rd	25-SM-043	25-SM-040	339.00	8-inch	Vitrified Clay Pipe
C-07	32	Southern Ave	13-SM-093	13-SM-078	350.60	8-inch	Vitrified Clay Pipe
C-07	33	Southern Ave	14-SM-083	14-SM-106	130.00	10-inch	Vitrified Clay Pipe
C-07	34	Southern Ave	13-SM-159	13-SM-174	325.00	8-inch	Vitrified Clay Pipe
C-07	35	Southern Ave	13-SM-174	14-SM-161	323.00	8-inch	Vitrified Clay Pipe
C-07	36	Southern Ave	14-SM-161	14-SM-162	349.30	8-inch	Vitrified Clay Pipe
C-08	37	Independence Ave	06-SM-162	06-SM-166	252.40	8-inch	Vitrified Clay Pipe (Concrete Pipe)
C-08	38	Independence Ave	06-SM-166	06-SM-170	353.80	8-inch	Concrete Pipe
C-08	39	Independence Ave	07-SM-162	08-SM-025	384.10	15-inch	Concrete Pipe
C-08	40	Quartz Ave	08-SM-029	08-SM-030	269.40	12-inch	Vitrified Clay Pipe
C-08	41	Quartz Ave	08-SM-028	08-SM-029	277.10	12-inch	Vitrified Clay Pipe
C-08	42	Mason St	14-SM-183	14-SM-184	350.80	8-inch	Vitrified Clay Pipe (Concrete Pipe)
C-09	43	Alameda St	17-SM-008	17-SM-007	15.10	12-inch	Vitrified Clay Pipe
C-09	44	Seminole Ave	17-SM-010	17-SM-009	305.80	12-inch	Vitrified Clay Pipe
C-09	45	Atlantic Ave	20-SM-100	20-SM-101	285.00	8-inch	Vitrified Clay Pipe & Concrete
C-10	46	Garfield Place	25-SM-004	25-SM-003	275.20	8-inch	Vitrified Clay Pipe
C-10	47	Meadow Dr	9999	25-SM-035	360.10	8-inch	Vitrified Clay Pipe
C-11	48	San Carlos Ave	19-SM-030	19-SM-014	325.30	8-inch	Vitrified Clay Pipe
C-12	49	Firestone Blvd	05-SM-076	06-SM-071	216.20	8-inch	Vitrified Clay Pipe
C-12	50	Firestone Blvd	06-SM-071	06-SM-075	354.20	8-inch	Vitrified Clay Pipe
C-12	51	Firestone Blvd	06-SM-092	06-SM-091	366.80	8-inch	Concrete and Vitrified Clay Pipe
C-12	52	Firestone Blvd	06-SM-093	06-SM-092	19.10	8-inch	Concrete
Remove and Replace Segments							
C-14	57	Seminole Ave	17-SM-009	17-SM-008	136.30	12-inch	Vitrified Clay Pipe
C-15	58	Southern Ln	14-SM-097	14-SM-101	169.47	10-inch	Concrete Pipe (non-reinforced)
C-15	59	Southern Ln	14-SM-101	14-SM-123	162.71	10-inch	Concrete Pipe (non-reinforced)

MEMORANDUM

DEC 04 2024

TO: Rob Houston, City Manager

FROM: Raul F. Salinas, City Attorney 

DATE: December 4, 2024

SUBJECT: **CLOSED SESSION ITEMS FOR THE SPECIAL CITY COUNCIL
MEETING OF DECEMBER 10, 2024**

The following items should be listed on the Closed Session Agenda for the Special City Council Meeting of the City of South Gate on December 10, 2024, at 5:00 p.m.:

1. **CONFERENCE WITH LEGAL COUNSEL – PENDING LITIGATION**
Pursuant to Government Code Section 54956.9(a), 54954.9(b)(3)(C)
 - a. Rosa Marquez v. City of South Gate, et al.
2. **CONSIDER THE EVALUATION OF PERFORMANCE OF A PUBLIC EMPLOYEE**
Pursuant to Government Code Section 54957 and 54957.6
 - a. City Manager

If you have any questions, please do not hesitate to contact this office immediately.