

AGENDA
SPECIAL MEETING OF THE
SAN ELIJO JOINT POWERS AUTHORITY
FRIDAY, APRIL 21, 2017 AT 7:00 A.M.
SAN ELIJO WATER RECLAMATION FACILITY – CONFERENCE ROOM
2695 MANCHESTER AVENUE
CARDIFF BY THE SEA, CALIFORNIA

1. CALL TO ORDER
2. ROLL CALL
3. PLEDGE OF ALLEGIANCE

AGENDA

4. AWARD CONSTRUCTION CONTRACT AND DESIGN SUPPORT SERVICES FOR THE SAN ELIJO LAND OUTFALL REPLACEMENT PROJECT
 1. Authorize the General Manager to reject the non-responsive apparent low bid from Palm Engineering for the San Elijo Land Outfall Replacement Project;
 2. Authorize the General Manager to waive minor bid irregularities and award construction of the San Elijo Land Outfall Replacement project to the lowest responsive and responsible bidder, J.R. Filanc Construction Company, Inc., for an amount not to exceed \$8,553,000 and issue a Notice to Proceed at the time the General Manager deems appropriate;
 3. Authorize the General Manager to amend the professional services agreement with Kennedy/Jenks Consultants for construction design support services for the San Elijo Land Outfall Replacement Project for an amount not to exceed \$102,545; and
 4. Discuss and take action as appropriate.

Staff Reference: General Manager

5. ADJOURNMENT

The next regularly scheduled San Elijo Joint Powers Authority Board Meeting will be May 8, 2017.

NOTICE:

The San Elijo Joint Powers Authority's open and public meetings meet the protections and prohibitions contained in Section 202 of the Americans With Disabilities Act of 1990 (42 U.S.C Section 12132), and the federal rules and regulations adopted in implementation thereof. Any person with a disability who requires a modification or accommodation, including auxiliary aids or services, in order to participate in a public meeting of the SEJPA Board of Directors may request such modification or accommodation from Michael T. Thornton, General Manager, (760) 753-6203 ext. 72.

The agenda package and materials related to an agenda item submitted after the packet's distribution to the Board is available for public review in the lobby of the SEJPA Administrative Office during normal business hours. Agendas and minutes are available at www.sejpa.org. The SEJPA Board meetings are held on the second Monday of the month, except August.

AFFIDAVIT OF POSTING

I, Michael T. Thornton, Secretary of the San Elijo Joint Powers Authority, hereby certify that I posted, or have caused to be posted, a copy of the foregoing agenda in the following locations:

San Elijo Water Reclamation Facility, 2695 Manchester Avenue, Cardiff, California
City of Encinitas, 505 South Vulcan Avenue, Encinitas, California
City of Solana Beach, 635 South Highway 101, Solana Beach, California

The notice was posted at least 24 hours prior to the meeting, in accordance with Government Code Section 54954.2(a).

Date: April 20, 2017



Michael T. Thornton, P.E.
Secretary / General Manager

SAN ELIJO JOINT POWERS AUTHORITY
MEMORANDUM

April 21, 2017

TO: Board of Directors
San Elijo Joint Powers Authority

FROM: General Manager

SUBJECT: AWARD CONSTRUCTION CONTRACT AND DESIGN SUPPORT SERVICES
FOR THE SAN ELIJO LAND OUTFALL REPLACEMENT PROJECT

RECOMMENDATION

It is recommended that the Board of Directors:

1. Authorize the General Manager to reject the non-responsive apparent low bid from Palm Engineering for the San Elijo Land Outfall Replacement Project;
2. Authorize the General Manager to waive minor bid irregularities and award construction of the San Elijo Land Outfall Replacement project to the lowest responsive and responsible bidder, J.R. Filanc Construction Company, Inc., for an amount not to exceed \$8,553,000 and issue a Notice to Proceed at the time the General Manager deems appropriate;
3. Authorize the General Manager to amend the professional services agreement with Kennedy/Jenks Consultants for construction design support services for the San Elijo Land Outfall Replacement Project for an amount not to exceed \$102,545; and
4. Discuss and take action as appropriate.

BACKGROUND

The San Elijo Land Outfall Replacement is a priority capital project for the SEJPA. The land outfall was constructed in 1965 and due to its age and the surrounding soil type, the pipeline is estimated to be at the end of its useful life. This 30-inch diameter pipeline conveys on average 10 million gallons per day of treated wastewater from the cities of Encinitas, Solana Beach, and Escondido for ocean disposal approximately 1.5 miles from shore. Pipeline failure would likely have both environmental and financial impacts. The San Elijo Lagoon has been designated as a marine reserve by the State of California due to its biological significance. To date, the SEJPA has not experienced wastewater spills associated with the outfall and keeping the pipeline in good operating condition is of utmost importance to the agency. The 2015 Facility Plan identified the land outfall replacement as the highest priority project based on environmental, financial, and social considerations.

In February 2015, the Board authorized the General Manager to initiate the Preliminary Design of the Land Outfall Replacement project with Kennedy/Jenks Consultants. The Kennedy/Jenks preliminary design identified horizontal directional drilling (HDD) beneath the lagoon as the preferred replacement alternative. Final design and obtaining all necessary permits and easements was completed in January 2017. The project was advertised for construction on January 17, 2017 and January 24, 2017. SEJPA conducted two pre-bid meetings with prospective contractors and material suppliers on February 14, 2017 and March 6, 2017. Construction bids were received and publicly opened on March 28, 2017.

DISCUSSION

Staff received four construction bids for the Land Outfall Replacement Project. The bids were promptly reviewed by Staff, legal counsel, and Kennedy/Jenks Consultants for responsiveness to bid requirements. Based on this analysis, Staff recommends disqualification of the apparent low bidder for non-responsiveness. The apparent low bidder submitted a bid which failed, on its face, to comply with the bid requirements relating to listing minimum work experience for the project. The project engineer of record, Kennedy/Jenks, conducted experience and reference verification. Staff provided the apparent low bidder with an opportunity to cure and remedy the defect, but the apparent low bidder's response failed to cure the defect, and subsequent reference checks demonstrated the apparent low bidder does not have the minimum work experience necessary for the Project as required by the specifications. Correspondence between Staff and the apparent low bidder are attached to this Staff report for the Board's reference. Based on this information, Kennedy/Jenks, together with Staff and legal counsel, determined that the apparent low bidder did not meet the minimum work experience required in the bid specifications and hereby recommends the bid be rejected as non-responsive.

Staff and Kennedy/Jenks then evaluated the apparent second lowest bidder, J.R. Filanc Construction Company ("Filanc") by conducting verifications and reference checks. It was determined that Filanc is a responsible bidder and the bid was responsive. Filanc's bid proposal did contain minor irregularities, including:

- Calculation errors for self-performed work
- Omission of subcontractor HDD experience

The contract documents require 50% of the total work be performed by the general contractor. The bid proposal submitted by Filanc specified 45% self-performed work. Filanc later provided documentation correcting the error and confirming they would self-perform 50% of the project work (Attachment 1). Additionally, Filanc provided the experience of the HDD subcontractor, which met the project requirements (Attachment 2). With concurrence from SEJPA legal counsel, Staff recommends the Board waive these minor bid irregularities and award the Project to J.R. Filanc Construction Company, Inc. as the lowest responsive bidder.

Company	Bid Price	Notes
Palm Engineering	\$7,933,000	Deemed non-responsive
J.R. Filanc Construction Company, Inc	\$8,553,000	Responsive/responsible low bidder
James W. Fowler Co.	\$9,735,000	
CCL Contracting Inc.	\$9,869,000	

The SEJPA requested a scope of work and fee proposal from Kennedy/Jenks for providing engineering services during construction. The scope of work will include providing final contract documents, attending construction meetings, issuing responses to design questions, performing material and equipment submittal reviews, and issuing final record drawings. Staff recommends a contract amendment to the current Kennedy/Jenks professional services contract for the performance of these vital project tasks.

FIINANCIAL IMPACT

Based on the received construction bids, the lowest responsive bid price is \$8,553,000. As part of construction, the Project will require construction management, environmental compliance monitoring and reporting, and engineering support during construction. The estimated cost for these items is \$718,000 or 8.4% of construction cost. Staff also recommends including a contingency fund of 428,000 (5% of construction cost) to address unanticipated conditions encountered during construction.

Land Outfall Replacement Project – Estimated Cost to Complete

Project Element	Estimated Cost
Construction Contract	\$ 8,553,000
Construction Management *	500,000
Environmental Compliance and Monitoring *	115,000
Design Support Services	103,000
Contingency (5% of Construction)	428,000
TOTAL	\$ 9,699,000

*SEJPA is currently negotiating scope of work and fee for these tasks.

Based on the lowest responsive bid and other required services during construction (construction management, environmental compliance, engineering services), the estimated remaining cost for project completion is \$9,699,000, which includes \$428,000 in contingency funding.

Costs are shared based on capacity ownership of the outfall system, which is 21% SEJPA and 79% City of Escondido. In addition to the outfall system improvements, this project has a minor component that replaces an aging sewer pipeline in the City of Encinitas (Encinitas) that is in the immediate vicinity of the land outfall. The cost of replacing Encinitas’ sewer pipeline is \$344,650 which, if elected to proceed will be paid for by Encinitas. Subtracting the City of Encinitas cost from the project total, produces an estimated cost of \$9,354,350 for the Land Outfall portion. This cost will be shared by the City of Escondido (\$7.39 million) and the SEJPA (1.96 million) based on capacity ownership of the outfall system.

The SEJPA has adequate funding in its capital program using a combination of cash and planned financing for the anticipated remaining project costs of \$1.96 million. If the bond issuance is not executed, then SEJPA can redirect funding from lower priority projects to fund its obligation to this project.

It is recommended that the Board of Directors:

1. Authorize the General Manager to reject the non-responsive apparent low bid from Palm Engineering for the San Elijo Land Outfall Replacement Project;
2. Authorize the General Manager to waive minor bid irregularities and award construction of the San Elijo Land Outfall Replacement project to the lowest responsive and responsible bidder, J.R. Filanc Construction Company, Inc., for an amount not to exceed \$8,553,000 and issue a Notice to Proceed at the time the General Manager deems appropriate;
3. Authorize the General Manager to amend the professional services agreement with Kennedy/Jenks Consultants for construction design support services for the San Elijo Land Outfall Replacement Project for an amount not to exceed \$102,545; and
4. Discuss and take action as appropriate.

Respectfully submitted,



Michael T. Thornton, P.E.
General Manager

Attachment 1: J.R. Filanc Construction Company, Inc. - Work Force Percentage

Attachment 2: J.R. Filanc Construction Company, Inc. - Subcontractor Experience

Attachment 3: Kennedy/Jenks Consultants – Bid Analysis

Attachment 4: SEJPA rejection letter to Palm Engineering

Attachment 5: Palm Engineering response to SEJPA inquiry letter

Attachment 6: SEJPA inquiry letter to Palm Engineering

Attachment 7: J.R. Filanc Construction Company, Inc. - Bid Proposal

Attachment 8: Kennedy/Jenks Consultants Proposal – San Elijo Land Outfall Replacement Project – Engineering Services during Construction

ATTACHMENT 1

April 19, 2017

San Elijo Powers Authority
Attn: Mike Thornton
2695 Manchester Avenue
Cardiff by the Sea, California, 92007

Project: San Elijo Land Outfall

Mike,

Typically we self-perform about 70% of the work on most of our projects. We have underground crews, concrete crews, mechanical crews, and earthwork crews. We also have a C-10 license that allows us to self-perform electrical on projects where it makes sense. This project is a little different and our self-perform percentage is less, but still meets your 50% self-perform requirement.

I understand your concern regarding our self-performance when adding up the percentages listed on the bid form. Please understand that those percentages are approximate and are typically calculated using "plug" numbers. Throughout the course of the bidding process we receive additional bids for various portions of the work and the bid prices usually go down and in some cases go up when our "plug" estimate is too low. We receive bids up to the last minute working to be the most competitive and "low" bidder which saves the district money. There is just simply not enough time to calculate exact final percentages in the final minutes of the bid.

I have reviewed our bid summary and have the following results:

Listed Subcontractors

Golden State Boring	\$3,875,000	45.31%
Griffin Dewatering	\$45,844	.54%
August Shoring	\$146,063	1.71%
Tarzian Landscape	\$54,000	.63%
International Flow	\$73,300	.86%

Total Subcontracted Amount 49.05%

The balance of the work, 50.95%, will be performed by Filanc. Please see attachments that provide the backup for the above calculations.

I hope this satisfies your concern. Please feel free to call me to discuss. We are ready to build this project for SEJPA and we are confident that we will have a successful project for all!

Thank you,



Mark Filanc, CEO
Filanc Construction Company

P.S. I am getting Golden States final bid written confirmation and will forward as soon as I receive it.

ATTACHMENT 2

April 18, 2017

San Elijo Powers Authority
Attn: Mike Thornton
2695 Manchester Avenue
Cardiff by the Sea, California, 92007

Project: San Elijo Land Outfall

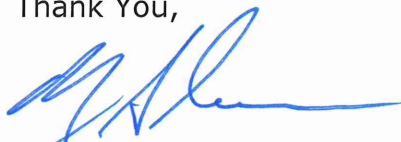
Dear Mr. Thornton,

Please find the attached work experience for Filanc Construction and Golden State Boring which meets and exceeds the minimum work experience requirements per addendum 2.

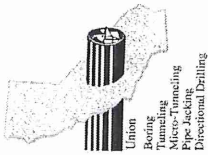
The attached work experience for Golden State Boring, our drilling and tunneling subcontractor, includes 6 projects that meet the minimum experience requirements. We have also included Filanc's experience which includes a total of 4 HDD's as prime bidder on 2 separate projects.

Please call with any additional questions or concerns.

Thank You,



Harry S. Cosmos
President
Filanc Construction Company



Golden State Boring's Project Experience

Project Name & Location		Owner	Description of Work Performed	Owner's Contact, Address, Phone, Fax	Project Cost (\$)	Completion Date
Wetlands Edge Sewer Force Main	City of American Canyon	City of American Canyon	HDD to install 1000 lf bore of 18" Fusible PVC. Borehole size: 27" Cross Country was Sub-Contractor to Mountain Cascade	City of American Canyon Contact Mountain Cascade Roger Williamson 925-373-8370	\$116,600	May 2007
PG&E HWY 237 Electrical Crossing San Jose, Cal	PG&E	PG&E	HDD to install (2) +-1200 lf bores of 22" HDPE under Hwy 237 Borehole size: 33" Cross Country was sub-contractor to ARB, Inc.	ARB, Inc. contact info: Tim Bloodgood 415-206-1015	\$430,000	Nov 2009
City Of San Mateo Los Prados Sanitary Sewer Relief	City of San Mateo	City of San Mateo	HDD to install 500 lf of 20" HDPE under the 16th. Ave. Channel Borehole size: 30" Cross Country was sub-contractor to Shaw Pipeline.	Evan Albert--Proj Engineer 650-522-7319 ealbert@cityofsanmateo.org Carollo Engineers-Engineer Camden O'Toole 510-913-3189	\$150,000	Aug, 2010
Line NN Improvements Bonsall, CA	Rainbow Municipal Water District	Rainbow Municipal Water District	HDD to install 1,110' of 24" HDPE Borehole size: 36" **Golden State Boring was the Prime Contractor on this project**	Brian Lee 760-728-1178 3707 Old Hwy 39 Fallbrook, CA 92028	\$1,400,000	June, 2011
P-1044 New Potable Water Conveyance Camp Pendleton, CA	Dept. of the Navy NAVFAC Southwest Capital IPT	Dept. of the Navy NAVFAC Southwest Capital IPT	HDD to install 1,098' of 2" HDPE, 1,100' of 18" HDPE, 1,109' of 20" HDPE, 1,110' of 18" HDPE Borehole Size 2": 3" Borehole Size 18": 27" Borehole Size 20": 30"	Filanc/ Orion General Contractor 2185 La Mirada Dr. Vista, CA 92081	\$1,177,620	Oct. 2014
P-1045 New Potable Water Conveyance Camp Pendleton, CA	Dept. of the Navy NAVFAC Southwest Capital IPT	Dept. of the Navy NAVFAC Southwest Capital IPT	HDD to install 307' lf of 24" HDPE, 2,605' lf of 26" HDPE, 2,767' lf of 26" HDPE, 1,843' lf of 26" HDPE, 1,404' lf of 30" HDPE, 1,404' lf of 16" HDPE inside of 30" casing Borehole size 16": 24" Borehole size 24": 36" Borehole size 26": 39" Borehole size 30": 45"	Filanc/ Orion General Contractor 2185 La Mirada Dr. Vista, CA 92081 760-597-9660	\$3,639,392	Jan., 2017

Filanc Construction - HDD Project Experience



Project	Contract Price	Name, Address, Telephone	Project Description
P-1045 New Potable Water Conveyance at MCB Camp Pendleton	\$57,000,000	Jeff Anderson US Navy Southwest Division, NAVFAC MCB, Camp Pendleton, Bldg 22101 Box 555229 Camp Pendleton, CA 92055-5229 760-725-8193 jeffrey.s.anderson1@navy.mil	Design-build project consists of about 23 miles of 20" and 12" diameter potable water pipeline, 3 booster pump stations, a pressure reducing station and a 3 MG prestressed concrete reservoir. Project challenges include seven horizontal direction drill crossings across environmentally sensitive creeks, cultural areas and under Interstate 5 and the NCTD railroad tracks. Las Flores (30") = 2605 LF
P-1045 New Potable Water Conveyance at MCB Camp Pendleton	\$57,000,000	Jeff Anderson US Navy Southwest Division, NAVFAC MCB, Camp Pendleton, Bldg 22101 Box 555229 Camp Pendleton, CA 92055-5229 760-725-8193 jeffrey.s.anderson1@navy.mil	Design-build project consists of about 23 miles of 20" and 12" diameter potable water pipeline, 3 booster pump stations, a pressure reducing station and a 3 MG prestressed concrete reservoir. Project challenges include seven horizontal direction drill crossings across environmentally sensitive creeks, cultural areas and under Interstate 5 and the NCTD railroad tracks. Aliso Creek (30") = 2767 LF
P-1045 New Potable Water Conveyance at MCB Camp Pendleton	\$57,000,000	Jeff Anderson US Navy Southwest Division, NAVFAC MCB, Camp Pendleton, Bldg 22101 Box 555229 Camp Pendleton, CA 92055-5229 760-725-8193 jeffrey.s.anderson1@navy.mil	Design-build project consists of about 23 miles of 20" and 12" diameter potable water pipeline, 3 booster pump stations, a pressure reducing station and a 3 MG prestressed concrete reservoir. Project challenges include seven horizontal direction drill crossings across environmentally sensitive creeks, cultural areas and under Interstate 5 and the NCTD railroad tracks. El Camino Real (30") = 307 LF Santa Margarita (30") = 1843 LF I-5 (42") = 1405 LF
Upas Street Potable Water Pipeline Replacement	\$29,000,000	Alice Altes City of San Diego 600 B Street, Ste. 800 San Diego, CA 92101 619-533-4105 aaltes@sandiego.gov	The project consists of the replacement of existing cast iron distribution mains with new PVC water mains on Park Blvd and Fifth Avenue between Upas and Robinson Streets including appurtenances, water services, fire hydrants, existing water main abandonment, resurfacing and ADA-compliant pedestrian curb ramps. Required to tunnel beneath State Rt 163 and Interstate 5, 1700lf (30") Horizontal Directional Drilling (HDD) was performed. The total length of the project is approximately 28,500 feet (5.4 miles), of which 22,184 feet is cast iron replacement and 3,730 feet of cast iron will be abandoned.

ATTACHMENT 3

18 April 2017

Mr. Michael T. Thornton, P.E.
General Manager
San Elijo Joint Powers Authority
2695 Manchester Avenue
Cardiff by the Sea, CA 92007-7077

Subject: Bid Analysis
Land Outfall Replacement Project
K/J 1544100*01

Dear Mr. Thornton:

It's my pleasure to submit to you our analysis of the bids received for the Land Outfall Replacement Project. Attached is a summary spreadsheet with a cost breakdown of the four contractors that submitted bids. The following contractors submitted bids (total base bid price in brackets):

- Palm Engineering Construction Company, Inc. (\$7,933,000)
- J.R. Filanc Construction Company, Inc. (\$8,553,000)
- James W. Fowler Co. (\$9,735,000)
- CCL Contracting Inc. (\$9,869,000)

We evaluated the bidding documents from each contractor and checked licenses, bid bonds and references. Based on this information, Palm Engineering Construction Company, Inc. (Palm) was deemed non-responsive due to inadequate relevant experience serving in the Prime Contractor capacity (see attached letter dated April 12, 2017 for further explanation). Thus, our recommendation is to award the contract to J.R. Filanc Construction Company, Inc. (Filanc) as the lowest responsible bidder. The total contract amount for the Filanc bid is **\$8,553,000 (eight million five hundred fifty three thousand dollars)**.

Should the SEJPA choose to exercise the two optional bid items (Bid Items 16 and 17), \$143,000 (\$151,000 minus \$8,000 for Bid Item 10) would need to be added to the total bid price.

Please contact me if you have any questions or comments.

Mr. Michael T. Thornton, P.E.
San Elijo Joint Powers Authority
18 April 2017
Page 2

Very truly yours,

KENNEDY/JENKS CONSULTANTS

A handwritten signature in blue ink, appearing to read 'Corey Young', with a large, stylized flourish at the end.

Corey Young, P.E.
Project Manager

Enclosures (2)

cc: Mike Konicke, SEJPA
Pat Huston, Kennedy/Jenks

BID ANALYSIS: San Elijo Joint Powers Authority Land Outfall Replacement Project
 Job No: 1544100*01
 Bid Opening: March 28, 2017

Bid Item	Description	CCL Contracting Inc.	J.R. Filanc Construction Company, Inc.	James W. Fowler Co.	Palm Engineering Construction Company, Inc.	Average Bid Price	Engineer's Estimate	Comments
1	Mobilization, Demobilization, Contracts, Bonds, Insurance & Permits	\$550,000	\$430,000	\$980,000	\$600,000	\$640,000	\$681,400	
2	SWPPP Preparation and Implementation	\$28,000	\$17,000	\$60,000	\$25,000	\$32,500	\$28,400	
3	Traffic Control	\$31,000	\$67,000	\$300,000	\$20,000	\$104,500	\$57,800	
4	Demolition	\$17,000	\$27,000	\$25,000	\$20,000	\$22,250	\$9,100	
5	Shoring, Sheeting, and Protection	\$930,000	\$512,000	\$25,000	\$80,000	\$386,750	\$93,600	
6	Dewatering	\$230,000	\$309,000	\$650,000	\$100,000	\$322,250	\$165,200	
7	Abandon existing 30-inch Outfall (Asbestos Cement Pipe)	\$24,000	\$38,000	\$20,000	\$20,000	\$25,500	\$14,200	
8	Abandon 10-inch Cardiff Pump Station Force Main (Asbestos Cement Pipe)	\$6,000	\$9,000	\$10,000	\$10,000	\$8,750	\$7,100	
9	Site Restoration	\$57,000	\$181,000	\$100,000	\$30,000	\$92,000	\$40,900	
10	Remove Interfering Portions of Existing Flood Control Channel and Replace In-Kind (OWNER, in its sole discretion, may decide to delete/reject this Bid Item and replace it with Optional Bid Item 16)	\$105,000	\$8,000	\$20,000	\$80,000	\$53,250	\$77,000	
11	Trenchless (HDD) Installation of Outfall Piping	\$6,100,000	\$5,595,000	\$6,290,000	\$5,700,000	\$5,921,250	\$3,386,300	
12	Open Cut Installation of Outfall Piping/Connections (Including All Fittings, Valves, Appurtenances and Temporary Bypass Connections)	\$1,064,000	\$751,000	\$815,000	\$970,000	\$900,000	\$456,900	
13	Open Cut Installation of Outfall Pressure Relief Line (Including All Fittings, Valves and Appurtenances)	\$260,000	\$271,000	\$140,000	\$150,000	\$205,250	\$218,000	
14	Installation (Above Grade and Open Cut) of Dual Cardiff Pump Station Force Mains [Including All Fittings, Valves, Flow Meter (including all associated electrical and signal wiring, conduit and appurtenances), Pipe Supports and Appurtenances]	\$407,000	\$305,000	\$260,000	\$120,000	\$273,000	\$158,400	
15	Open Cut installation of 4-inch Telecommunications (Fiber Optic) Conduit (Including All Fittings, Handholes/Pull Boxes and Appurtenances)	\$60,000	\$33,000	\$40,000	\$8,000	\$35,250	---	Included in Bid Items 13 & 14 for Engineer's Estimate
OPTIONAL BID ITEMS: BID SCHEDULE A								
16	Remove Existing Flood Control Channel and Install New Triple Box Culvert (in lieu of Bid Item 10)	\$190,000	\$124,000	\$115,000	\$500,000	\$232,250	---	
17	Replace 20" valve at Regulator Structure (as shown on Sheet C-9)	\$40,000	\$27,000	\$25,000	\$100,000	\$48,000	---	

Base Bid Total Calculated	\$9,869,000	\$8,553,000	\$9,735,000	\$7,933,000	\$9,022,500	\$5,394,300
Base Bid Total Written on Bid Schedule	\$9,869,000	\$8,553,000	\$9,735,000	\$7,933,000	---	---
Difference	\$0	\$0	\$0	\$0		

Total Bid (Bid Items 1 through 17) – Base Bid minus Bid Item 10 plus all Optional Bid Items	\$9,994,000	\$8,696,000	\$9,855,000	\$8,453,000
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BOARD OF DIRECTORS

Ginger Marshall
Tasha Boerner Horvath
David Zito
Joseph Mosca

ADMINISTRATION

Michael T. Thornton
General Manager

April 12, 2017

VIA EMAIL

Ross@palmengineeringco.com
Selihu.palm@san.rr.com

Mr. Rasoul Shahbazi
President
Palm Engineering Construction Company, Inc.
7330 Opportunity Road, Suite J
San Diego, CA 92111

Subject: Bid Proposal – San Elijo Joint Powers Authority Land Outfall Replacement Project

Dear Mr. Shahbazi:

This letter is sent in response to Palm Engineering Construction Company's ("Palm") bid proposal submitted on March 28, 2017, for the San Elijo Joint Powers Authority's Land Outfall Replacement Project ("Project"). Your bid has been deemed non-responsive due to inadequate relevant experience by Palm serving in the Prime Contractor capacity.

In the bid prepared by Palm, it listed Palm as the Prime Contractor and Golden State Boring & Pipe Jacking, Inc. ("Golden State") as the drilling/tunneling subcontractor.

Article 29 of the Project's Instruction to Bidders, Addendum No. 2, sets forth the following minimum work experience requirements:

The Bidder shall demonstrate past experience in performing no less than three (3) construction projects that included installing a pipeline using horizontal directional drilling methodologies with a borehole size equal to or greater than 24 inches in diameter in the last 10 years, except in the case that a drilling/tunneling subcontractor will be performing this work for the Bidder. In that case, the **drilling/tunneling subcontractor shall demonstrate past experience in performing no less than three (3) construction projects that included installing a pipeline using horizontal directional drilling methodologies with a borehole size equal to or greater than 24 inches in diameter in the last 10 years and the Bidder shall have been the Prime Contractor on at least one (1) directional drilling project that included installing a pipeline using horizontal directional drilling methodologies with a borehole size equal to or greater than 24 inches in diameter in the last 10 years.**

Mr. Rasoul Shahbazi
Palm Engineering Construction Company, Inc.
April 12, 2017
Page 2

The bid submitted by Palm listed only one project with Palm serving as the Prime Contractor that included horizontal directional drilling (HDD) experience. The project, City of San Diego La Jolla Ecological Reserve Project, was listed in Palm's project experience as involving "HDD to Install 580' lf of **16" HDPE**". On its face, this project fails to meet the minimum qualification requirements set forth in the Project specifications, which requires Palm to have been the Prime Contractor on at least one project involving installation of a pipeline using HDD with a minimum borehole size of **24 inches** in diameter.

Moreover, when we contacted the City of San Diego regarding the La Jolla Ecological Reserve Project, the City informed us that the pipe size for the HDD on this project was actually only **eight (8) inches** in diameter.

SEJPA provided Palm an opportunity to cure this error in its bid, and requested Palm clarify its relevant HDD experience as a Prime Contractor. In response, Palm submitted its experience with the City of La Mesa for the Alvarado Trunk Sewer as qualifying HDD experience. However, upon contacting the City of La Mesa (Jeff Manchester), we learned that the referenced experience was for Jack-and-Bore trenchless construction and not the required HDD construction method.

Therefore, with these findings, the SEJPA regrets to inform Palm that SEJPA staff considers Palm's Bid Proposal non-responsive in a relevant and substantial manner. SEJPA staff will move forward with vetting the second lowest bidder for the Project. SEJPA staff will recommend to the SEJPA Board of Directors that it reject Palm's bid as non-responsive at a special board meeting wherein the Board of Directors may award the Project to the next responsive and responsible low bidder. We anticipate this special board meeting will take place on Friday, April 21, 2017, at 9:00 a.m.

Please contact me if you have any questions or comments.

Sincerely,

SAN ELIJO JOINT POWERS AUTHORITY



Michael T. Thornton, P.E.
General Manager



BOARD OF DIRECTORS

Ginger Marshall
Tasha Boerner Horvath
David Zito
Joseph Mosca

ADMINISTRATION

Michael T. Thornton
General Manager

ATTACHMENT 4

April 12, 2017

VIA EMAIL

Ross@palmengineeringco.com
Selihu.palm@san.rr.com

Mr. Rasoul Shahbazi
President
Palm Engineering Construction Company, Inc.
7330 Opportunity Road, Suite J
San Diego, CA 92111

Subject: Bid Proposal – San Elijo Joint Powers Authority Land Outfall Replacement Project

Dear Mr. Shahbazi:

This letter is sent in response to Palm Engineering Construction Company's ("Palm") bid proposal submitted on March 28, 2017, for the San Elijo Joint Powers Authority's Land Outfall Replacement Project ("Project"). Your bid has been deemed non-responsive due to inadequate relevant experience by Palm serving in the Prime Contractor capacity.

In the bid prepared by Palm, it listed Palm as the Prime Contractor and Golden State Boring & Pipe Jacking, Inc. ("Golden State") as the drilling/tunneling subcontractor.

Article 29 of the Project's Instruction to Bidders, Addendum No. 2, sets forth the following minimum work experience requirements:

The Bidder shall demonstrate past experience in performing no less than three (3) construction projects that included installing a pipeline using horizontal directional drilling methodologies with a borehole size equal to or greater than 24 inches in diameter in the last 10 years, except in the case that a drilling/tunneling subcontractor will be performing this work for the Bidder. In that case, the **drilling/tunneling subcontractor shall demonstrate past experience in performing no less than three (3) construction projects that included installing a pipeline using horizontal directional drilling methodologies with a borehole size equal to or greater than 24 inches in diameter in the last 10 years and the Bidder shall have been the Prime Contractor on at least one (1) directional drilling project that included installing a pipeline using horizontal directional drilling methodologies with a borehole size equal to or greater than 24 inches in diameter in the last 10 years.**

Mr. Rasoul Shahbazi
Palm Engineering Construction Company, Inc.
April 12, 2017
Page 2

The bid submitted by Palm listed only one project with Palm serving as the Prime Contractor that included horizontal directional drilling (HDD) experience. The project, City of San Diego La Jolla Ecological Reserve Project, was listed in Palm's project experience as involving "HDD to Install 580' lf of **16" HDPE**". On its face, this project fails to meet the minimum qualification requirements set forth in the Project specifications, which requires Palm to have been the Prime Contractor on at least one project involving installation of a pipeline using HDD with a minimum borehole size of **24 inches** in diameter.

Moreover, when we contacted the City of San Diego regarding the La Jolla Ecological Reserve Project, the City informed us that the pipe size for the HDD on this project was actually only **eight (8) inches** in diameter.

SEJPA provided Palm an opportunity to cure this error in its bid, and requested Palm clarify its relevant HDD experience as a Prime Contractor. In response, Palm submitted its experience with the City of La Mesa for the Alvarado Trunk Sewer as qualifying HDD experience. However, upon contacting the City of La Mesa (Jeff Manchester), we learned that the referenced experience was for Jack-and-Bore trenchless construction and not the required HDD construction method.

Therefore, with these findings, the SEJPA regrets to inform Palm that SEJPA staff considers Palm's Bid Proposal non-responsive in a relevant and substantial manner. SEJPA staff will move forward with vetting the second lowest bidder for the Project. SEJPA staff will recommend to the SEJPA Board of Directors that it reject Palm's bid as non-responsive at a special board meeting wherein the Board of Directors may award the Project to the next responsive and responsible low bidder. We anticipate this special board meeting will take place on Friday, April 21, 2017, at 9:00 a.m.

Please contact me if you have any questions or comments.

Sincerely,

SAN ELIJO JOINT POWERS AUTHORITY



Michael T. Thornton, P.E.
General Manager

PALM ENGINEERING CONSTRUCTION COMPANY, INC.

7330 Opportunity Road, Suite 1, San Diego, CA 92111

(619) 291-1495, fax (619) 291-0482

ATTACHMENT 5

April 6, 2017

VIA EMAIL

Mr. Michael T. Thornton, P.E.
General Manager San Elijo Joint Powers Authority
2695 Manchester Avenue
P.O. Box 1077
Cardiff by the Sea, CA 92007

Ref: Bid Proposal San Elijo Joint Powers Authority Land Outfall Replacement Project

Dear Mr. Thornton:

We are in receipt of your letter dated April 4, 2017 and appreciate the opportunity to provide you with this supplemental information of job experience. Please accept the following clarifications to Palm Engineering Construction Company's ("Palm") bid proposal for the San Elijo Joint Powers Authority Land Outfall Replacement Project ("Project").

We have attached a revised project experience worksheet for Golden State, the subcontractor who will be responsible for the boring. In our initial submission, we failed to indicate the borehole sizes on Golden State's projects. As evidenced in this revised submission, Golden State's experience far exceeds the minimum requirements of three projects with borehole sizes equal to or greater than 24 inches.

As for Palm, we have just completed a project for the City of La Mesa. This project known as "Alvarado Trunk Sewer" required directional drilling using a 42 inch bore hole with 20 inch carrier pipe.

We believe that the combined experience of Golden State and Palm collectively should satisfy the minimum work experience required for this project. Palm and Golden State have successfully completed multiple projects together over the past 10 years, and there is good synergy between the two companies. We are confident in Golden State and Palm's ability to timely and efficiently execute on this Project. To that end, we strongly encourage you to speak with the City of La Mesa about Palm's work on the Alvarado Trunk Sewer Project as well as the project owners listed on Golden State's revised worksheet.

It would be unfortunate if Palm's highly competitive bid is ultimately rejected, especially considering Golden State's ample experience and capability to do the job.

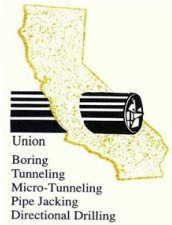
Mr. Michael T. Thornton
San Elijo Joint Powers Authority
April 6, 2017
Page 2

Please let us know if there is anything else that we can provide or if there are any additional questions we may answer.

Regards,

A handwritten signature in black ink, consisting of a large capital letter 'R' followed by a vertical line and a diagonal stroke extending upwards and to the right.

Ross Shahbazi
President
Palm Engineering Construction Company, Inc.



Golden State Boring's Project Experience

Project Name & Location	Owner	Description of Work Performed	Owner's Contact, Address, Phone, Fax	Project Cost (\$)	Completion Date
Wetlands Edge Sewer Force Main	City of American Canyon	HDD to install 1000 lf bore of 18" Fusible PVC. Borehole size: 27" Cross Country was Sub-Contractor to Mountain Cascade	City of American Canyon Contact Mountain Cascade Roger Williamson 925-373-8370	\$116,600	May 2007
PG&E HWY 237 Electrical Crossing San Jose, Cal	PG&E	HDD to install (2) +-1200 lf bores of 22" HDPE under Hwy 237 Borehole size: 33" Cross Country was sub-contractor to ARB, Inc.	ARB, Inc. contact info: Tim Bloodgood 415-206-1015	\$430,000	Nov 2009
City Of San Mateo Los Prados Sanitary Sewer Relief	City of San Mateo	HDD to install 500 lf of 20" HDPE under the 16th. Ave. Channel Borehole size: 30" Cross Country was sub-contractor to Shaw Pipeline.	Evan Albert--Proj Engineer 650-522-7319 ealbert@cityofsanmateo.org Carrollo Engineers-Engineer Camden O'Toole 510-913-3189	\$150,000	Aug, 2010
Line NN Improvements Bonsall, CA	Rainbow Municipal Water District	HDD to install 1,110' of 24" HDPE Borehole size: 36" **Golden State Boring was the Prime Contractor on this project**	Brian Lee 760-728-1178 3707 Old Hwy 39 Fallbrook, CA 92028	\$1,400,000	June, 2011
La Jolla Ecological Reserve San Diego, CA	City of San Diego	HDD to Install 580' lf of 16" HDPE Borehole size: 24"	Jim Holt- Palm Engineering 619-219-1495	\$266,800	May, 2013
P-1044 New Potable Water Conveyance Camp Pendleton, CA	Dep.t of the Navy NAVFAC Southwest Capital IPT	HDD to install 1,098' of 2" HDPE, 1,100' of 18" HDPE, 1,109' of 20" HDPE, 1,110' of 18" HDPE Borehole Size 2": 3" Borehole Size 18": 27" Borehole Size 20": 30"	Filanc/ Orion General Contractor 2185 La Mirada Dr. Vista, CA 92081 760-597-9660	\$1,177,620	Oct. 2014
Las Pulgas & Basilone Camp Pendleton, CA	Dept. of the Navy NAVFAC Southwest Capital	HDD to Install 450' lf of 18" HDPE Borehole size: 27"	Stronghold Eng. General Contractor 2000 Market St.	\$84,600	Nov., 2016

	IPT		Riverside, CA 92501 951-684-9303		
P-1045 New Potable Water Conveyance Camp Pendleton, CA	Dept. of the Navy NAVFAC Southwest Capital IPT	HDD to Install 307' lf of 24" HDPE, 2,605' lf of 26" HDPE, 2,767' lf of 26" HDPE, 1,843' lf of 26" HDPE, 1,404' lf of 30" HDPE, 1,404' lf of 16" HDPE inside of 30" casing Borehole size 16": 24" Borehole size 24": 36" Borehole size 26": 39" Borehole size 30": 45"	Filanc/ Orion General Contractor 2185 La Mirada Dr. Vista, CA 92081 760-597-9660	\$3,639,392	Jan., 2017



BOARD OF DIRECTORS

Ginger Marshall
Tasha Boerner Horvath
David Zito
Joseph Mosca

ADMINISTRATION

Michael T. Thornton
General Manager

ATTACHMENT 6

April 4, 2017

VIA EMAIL

Ross@palmengineeringco.com

Selihu.palm@san.rr.com

Mr. Rasoul Shahbazi
President
Palm Engineering Construction Company, Inc.
7330 Opportunity Road, Suite J
San Diego, CA 92111

Subject: Bid Proposal – Confirmation of Relevant Work Experience for Palm Engineering Construction Company, Inc. and Subcontractor Golden State Boring & Pipe Jacking, Inc. – San Elijo Joint Powers Authority Land Outfall Replacement Project

Dear Mr. Shahbazi:

This letter is sent in response to Palm Engineering Construction Company's ("Palm") bid proposal submitted on March 28, 2017, for the San Elijo Joint Powers Authority's Land Outfall Replacement Project ("Project"). Your bid appears to be non-responsive for the reasons set forth in this letter.

First, your bid identifies Golden State Boring & Pipe Jacking, Inc. ("Golden State") as the subcontractor who will be performing the directional drilling portion of the project; however, your bid does not demonstrate adequate past work experience for Golden State as required by the Project specifications.

Specifically, Article 29 of the Project's Instruction to Bidders, Addendum No. 2, sets forth the following minimum work experience requirements:

The Bidder shall demonstrate past experience in performing no less than three (3) construction projects that included installing a pipeline using horizontal directional drilling methodologies with a borehole size equal to or greater than 24 inches in diameter in the last 10 years, **except in the case that a drilling/tunneling subcontractor will be performing this work for the Bidder. In that case, the drilling/tunneling subcontractor shall demonstrate past experience in performing no less than three (3) construction projects that included installing a pipeline using horizontal directional drilling methodologies with a borehole size equal to or greater than 24 inches in diameter in the last 10 years and the Bidder shall have been the Prime Contractor on at least one (1) directional drilling project that included installing a pipeline using horizontal directional drilling methodologies with a borehole size equal to or greater than 24 inches in diameter in the last 10 years.**

Mr. Rasoul Shahbazi
Palm Engineering Construction Company, Inc.
April 4, 2017
Page 2

Your bid identifies only **two (2)** projects where Golden State installed a pipeline using HDD with a borehole size equal to or greater than 24 inches in diameter: 1) the Line NN Improvements for Rainbow Municipal Water District in Bonsall, CA, and 2) P-1045 New Potable Water Conveyance performed for the Dept. of the Navy at Camp Pendleton, CA. The Project specifically requires minimum work experience of no less than **three (3)** projects involving installation of a pipeline using HDD with a borehole size equal to or greater than 24 inches in diameter.

Furthermore, your bid does not demonstrate adequate work experience for Palm as a Prime Contractor as required by Project Specifications. The only project listed in the past work experience section of your bid that Palm appears to have been the Prime Contractor on that included a HDD component was the City of San Diego La Jolla Ecological Reserve Project. Your bid states that this project involved "HDD to Install 580' Lf of **16" HDPE**". On its face, your bid fails to meet the minimum qualification requirements set forth in the Project specifications, which requires Palm to have been the Prime Contractor on at least one project involving installation of a pipeline using HDD with a minimum borehole size of **24 inches** in diameter.

Moreover, when we contacted the City of San Diego regarding the La Jolla Ecological Reserve Project, the City informed us that the pipe size for the HDD on this project was actually only eight (8) inches in diameter.

If you wish to dispute the information provided to us by the City of San Diego, and if you have projects that are listed in your Bid Proposal that would meet the minimum experience requirements set forth in the Project specifications and addenda for both Palm and Golden State, or clarifications to the related portions of your bid proposal, please provide a response in writing no later than **4:00pm PST on April 6, 2017**. Submittal of the requested information by email is acceptable. If a response is not received by 4:00 PST on April 6, 2017, we will consider Palm's Bid Proposal to be non-responsive and we will move forward with vetting the second lowest bidder for the Project.

Please contact me if you have any questions or comments.

Sincerely,

SAN ELIJO JOINT POWERS AUTHORITY



Michael T. Thornton, P.E.
General Manager

SECTION 00400

BID PROPOSAL

PROPOSAL TO THE SAN ELIJO JOINT POWERS AUTHORITY
FOR
LAND OUTFALL REPLACEMENT PROJECT

PROPOSAL SUBMITTED BY:

Name of Bidder J.R. Filanc Construction Company, Inc.

Business Address 740 N. Andreasen Drive, Escondido, CA 92029

The undersigned Bidder proposes and agrees, if this Bid is accepted by the SEJPA, to enter into a contract with the SEJPA in the form of agreement included in the Contract Documents to complete all Work as specified or indicated under the contract and the Supplementary Conditions and Drawings annexed hereto and including Addenda Nos. ____, ____, and ____, and also in accordance Parts 2, 3, and 4 of the Standard Specifications for Public Works Construction (2015 Edition); and the Regional Supplement Amendments for use in connection with the Standard Specifications for Public Works Construction (2015 Edition); and in accordance with all other Contract Documents.

The undersigned Bidder accepts all of the terms and conditions of the Notice Inviting Bids and Instructions to Bidders, including without limitation those dealing with the disposition of the Bid Security. This Bid, as presented herein, is irrevocable, and may not be withdrawn for a period of seventy-five (75) days after the day of Bid opening, except in accordance with the withdrawal provisions in the Instructions to Bidders or unless otherwise required by law. Bidder will sign and deliver the required number of Agreement counterparts within twelve (12) working days after receipt of the Agreement counterparts from the SEJPA, and will furnish the insurance certificates, Bid Bond, Payment Bond, and Performance Bond required by the Contract Documents.

The undersigned Bidder agrees that if this Proposal shall be accepted and the undersigned shall fail to sign and deliver the Agreement counterparts as aforesaid and to give both, in sums as stated in the Notice Inviting Bids, a faithful Performance Bond and a Payment Bond as required by California State law and by the specifications with surety satisfactory to the SEJPA, and the required insurance certificates, within twelve (12) working days after the undersigned has received notice of the award of the Contract from the SEJPA and that the Contract is ready for signature, the SEJPA may, at its option, determine that the Bidder has abandoned the Contract, and thereupon this Proposal and the acceptance thereof shall be null and void, and the forfeiture of the security accompanying this Proposal shall operate and the same shall be the property of the SEJPA.

By signing this proposal on the signature portion hereof, the undersigned, as Bidder, under penalty of perjury deposes and says: that the CONTRACTOR listed herein is licensed to perform Work in the State of California according to the Contractor's License Law and that the license number and expiration date specified herein are true and in accordance with Business and Profession Code sections 7028.15(e) and 7026.1. Any Bid not containing this information,

or Bid containing information which is subsequently proven false, shall be considered non responsive and shall be rejected.

By signing this proposal on the signature portion hereof, the undersigned, as Bidder, under penalty of perjury deposes and says: that the only persons or parties interested in this Proposal as Principals are those named herein; that the Bidder has not, either directly or indirectly, entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive bidding in connection with said proposal; that the undersigned Bidder has examined the site and locality where the Work is to be performed, the legal requirements (federal, state, and local laws, ordinances, rules, and regulations), and the conditions affecting cost, progress or performance of the Work and has made such independent investigations as Bidder deems necessary.

The Bidder's execution of the signature portion of this proposal shall also constitute an endorsement and execution of those representatives, certificates, and attachments, which are hereby incorporated as a part of the bid proposal.

In addition, the undersigned Bidder has examined the annexed proposed form of Contract, and the Drawings, Supplementary Conditions and/or Specifications therein referred to; and the undersigned proposes, and agrees if this Proposal is accepted, that the undersigned will furnish the required Bonds and Contract with the SEJPA, in the form and copy of the Contract annexed hereto, to provide all necessary machinery, tools, apparatus and other means of construction, and to do all the Work and furnish all the materials specified in the Contract, in the manner and time therein set forth, and that the undersigned will take in full payment therefore the unit and/or lump sum prices named in the following bid schedule(s).

DESIGNATION OF SUBCONTRACTORS

The Bidder shall list below the name and business address of each subcontractor who will perform Work under this contract in excess of one-half of one percent of the CONTRACTOR's total bid price, and shall also list the portion of the Work which will be done by such subcontractor. After the opening of proposals, no changes or substitutions will be allowed except as otherwise provided by law. The Bidder's attention is directed to the provisions of the General Conditions that require that not less than fifty (50) percent of the Work shall be performed with the Bidder's own forces. Failure to comply with this requirement will render the proposal non-responsive and may cause its rejection.

The Bidder understands that if the Bidder fails to specify a subcontractor for any portion of the Work to be performed under the contract in excess of one-half of one percent of the Bid, the Bidder shall be deemed to have agreed to perform such portion, and that the Bidder shall not be permitted to sublet or subcontract that portion of the Work except in cases of public emergency or necessity, and then only after a finding, reduced to writing as a public record of the Awarding Authority, setting forth the facts constituting the emergency or necessity in accordance with the provision of the Subletting and Subcontracting Fair Practices Act (Section 4100 et seq. of the California Public Contract Code). The Bidder may list one subcontractor for each portion of the work as described by the Bidder in the space provided below.

If no Subcontractors are to be employed on the Project, enter the word "None."

<u>Description of Work to be Performed</u>	<u>Percent of Total Contract</u>	<u>Subcontractor's Name & Address</u>	<u>Subcontractor's License Number</u>
Horizontal Directional Drilling (HDD)	48%	Golden State Boring 7000 Merrill Ave, Box 40, Chino, CA 91710	678500
HDD		T&D Services PO Box 609, Murrieta, CA 92564	900732 HSC HSC
Dewatering	LESS THAN 2% HSC	Griffin Dewatering 536 E. Maitland Street, Ontario, CA 91761	1008718
Linestop	1%	International Flow Technologies 30230 Los Alamos Rd. Murrieta, CA 92563	502406

Note: Bidder must provide subcontractor's name and address with Bid. Bidder has no more than twenty four (24) hours after the bid date and time to provide additional information other than the subcontractor's name and address. Attach additional sheets if required.

DESIGNATION OF SUBCONTRACTORS

The Bidder shall list below the name and business address of each subcontractor who will perform Work under this contract in excess of one-half of one percent of the CONTRACTOR's total bid price, and shall also list the portion of the Work which will be done by such subcontractor. After the opening of proposals, no changes or substitutions will be allowed except as otherwise provided by law. The Bidder's attention is directed to the provisions of the General Conditions that require that not less than fifty (50) percent of the Work shall be performed with the Bidder's own forces. Failure to comply with this requirement will render the proposal non-responsive and may cause its rejection.

The Bidder understands that if the Bidder fails to specify a subcontractor for any portion of the Work to be performed under the contract in excess of one-half of one percent of the Bid, the Bidder shall be deemed to have agreed to perform such portion, and that the Bidder shall not be permitted to sublet or subcontract that portion of the Work except in cases of public emergency or necessity, and then only after a finding, reduced to writing as a public record of the Awarding Authority, setting forth the facts constituting the emergency or necessity in accordance with the provision of the Subletting and Subcontracting Fair Practices Act (Section 4100 et seq. of the California Public Contract Code). The Bidder may list one subcontractor for each portion of the work as described by the Bidder in the space provided below.

If no Subcontractors are to be employed on the Project, enter the word "None."

Description of Work to be Performed	Percent of Total Contract	Subcontractor's Name & Address	Subcontractor's License Number
SHORING	4%	AUGUST SHORING	952836
		AND CONSTRUCTION	
		667 CALLE MIERMAR,	
		REDONDO BEACH, CA	

Note: Bidder must provide subcontractor's name and address with Bid. Bidder has no more than twenty four (24) hours after the bid date and time to provide additional information other than the subcontractor's name and address. Attach additional sheets if required.

GENERAL INFORMATION REQUIRED OF BIDDER

The Bidder shall furnish the following information. Failure to comply with this requirement will render the Proposal non-responsive and may cause its rejection. Additional sheets shall be attached as required. Successful Bidder shall provide required additional information within fourteen (14) days of SEJPA's request.

Bidder's name, address, and telephone number: J.R. Filanc Construction Company, Inc.
740 N. Andreasen Drive, Escondido, CA 92029 760-941-7130

Contractor's license: Primary classification: A
State License No.: 134877 Expiration date: 9/30/17
Supplemental classifications held, if any: B, C-10

Number of years as a contractor in construction work of this type: 64

List four (4) projects completed as of recent date involving work of similar type and complexity:

<u>Project</u>	<u>Contract Price</u>	<u>Name, Address and Telephone Number of SEJPA</u>
<u>Please see attachment A</u>		

Name of person who inspected site of proposed work for your firm:
Name: Esteban Arrona Date of Inspection: 3/6/17

Name, address, and telephone number of the Surety Company and agent who will provide the required bonds on this contract: Fidelity and Deposit Company of Maryland
BB&T - John Burnham Insurance Services 619-231-1010

INSURANCE INFORMATION:

Workers Compensation:	Surety Agent Company	<u>Barney & Barney</u>
	Phone Number	<u>858-875-6586</u>
	Contact Name	<u>Doug Shea</u>
Liability	Surety Agent Company	<u>Same as above</u>
	Phone Number	
	Contact Name	
Auto:	Surety Agent Company	<u>Same as above</u>
	Phone Number	
	Contact Name	

Successful Bidder to submit the experience resume of the person who will be designated chief construction superintendent.

Successful Bidder to submit a notarized and verified financial statement, references, and other information, sufficiently comprehensive to permit an appraisal of Bidder's current financial condition.

Attachment A
Minimum Experience Requirement

J.R. Filanc Construction Company, Inc.

Project	Contract Price	Name, Address, Telephone	Project Description
P-1045 New Potable Water Conveyance at MCB Camp Pendleton	\$57,000,000	Jeff Anderson US Navy Southwest Division, NAVFAC MCB, Camp Pendleton, Bldg 22101 Box 555229 Camp Pendleton, CA 92055-5229 760-725-8193 jeffrey.s.anderson1@navy.mil	Design-build project consists of about 23 miles of 20" and 12" diameter potable water pipeline, 3 booster pump stations, a pressure reducing station and a 3 MG prestressed concrete reservoir. Project challenges include seven horizontal direction drill crossings across environmentally sensitive creeks, cultural areas and under Interstate 5 and the NCTD railroad tracks. Las Flores (30") = 2605 LF
P-1045 New Potable Water Conveyance at MCB Camp Pendleton	\$57,000,000	Jeff Anderson US Navy Southwest Division, NAVFAC MCB, Camp Pendleton, Bldg 22101 Box 555229 Camp Pendleton, CA 92055-5229 760-725-8193 jeffrey.s.anderson1@navy.mil	Design-build project consists of about 23 miles of 20" and 12" diameter potable water pipeline, 3 booster pump stations, a pressure reducing station and a 3 MG prestressed concrete reservoir. Project challenges include seven horizontal direction drill crossings across environmentally sensitive creeks, cultural areas and under Interstate 5 and the NCTD railroad tracks. Aliso Creek (30") = 2767 LF
P-1045 New Potable Water Conveyance at MCB Camp Pendleton	\$57,000,000	Jeff Anderson US Navy Southwest Division, NAVFAC MCB, Camp Pendleton, Bldg 22101 Box 555229 Camp Pendleton, CA 92055-5229 760-725-8193 jeffrey.s.anderson1@navy.mil	Design-build project consists of about 23 miles of 20" and 12" diameter potable water pipeline, 3 booster pump stations, a pressure reducing station and a 3 MG prestressed concrete reservoir. Project challenges include seven horizontal direction drill crossings across environmentally sensitive creeks, cultural areas and under Interstate 5 and the NCTD railroad tracks. El Camino Real (30") = 307 LF Santa Margarita (30") = 1843 LF I-5 (42") = 1405 LF
Upas Street Potable Water Pipeline Replacement	\$29,000,000	Alice Altes City of San Diego 600 B Street, Ste. 800 San Diego, CA 92101 619-533-4105 aaltes@sandiego.gov	The project consists of the replacement of existing cast iron distribution mains with new PVC water mains on Park Blvd and Fifth Avenue between Upas and Robinson Streets including appurtenances, water services, fire hydrants, existing water main abandonment, resurfacing and ADA-compliant pedestrian curb ramps. Required to tunnel beneath State Rt 163 and Interstate 5, 1700lf (30") Horizontal Directional Drilling (HDD) was performed. The total length of the project is approximately 28,500 feet (5.4 miles), of which 22,184 feet is cast iron replacement and 3,730 feet of cast iron will be abandoned.

EQUIPMENT/MATERIAL SOURCE INFORMATION

The Bidder shall indicate opposite each item of equipment or material listed below, the name of the manufacturer or supplier of the equipment or material proposed to be furnished under the Bid. Failure to comply with this requirement will render the proposal non-responsive and may cause its rejection. Awarding of a Contract under this Bid will not imply approval by the SEJPA of the manufacturers or suppliers listed by the Bidder. Regardless of the listed Manufacturers/Supplier, all products or equipment to be furnished by the CONTRACTOR must conform to all requirements of the Specifications and Drawings. The Bidder agrees to provide the listed products under this contract, and, after the opening of proposals, no changes or substitutions will be allowed without written approval of the SEJPA.

	<u>Equipment/Material</u>	<u>Manufacturer/Supplier</u>
1.	Outfall Pipe (HDPE or PVC) HSC	FERGUSON
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		
11.		
12.		

BID SCHEDULE

Bidder will complete the Work for the lump sum price set forth in the Base Bid Total Price listed below. All lump sum prices quoted in this Bid Schedule are F.O.B. job site, installed, tested, and operational with all applicable sales taxes, State and/or Federal, and any other special taxes, patent rights, or royalties, freight and full insurance to the job site paid by the Bidder. The lump sum prices quoted herein include cost for labor, materials, equipment, and incidentals necessary for the Work, including but not limited to sheeting, shoring, bracing, or equivalent method for the protection of life and limb in trenches and open excavation in conformance with applicable safety orders. **The low bid will be determined based on the Base Bid Total Price listed in this Bid Schedule.**

BASE BID

Performance of all Work indicated in the Specifications, except Optional Bid Items, categorized as follows:

<u>Bid Item</u>	<u>Description</u>	<u>Lump Sum Total</u>
A. General		
1	Mobilization/Demobilization, Contracts, Bonds, Insurance & Permits	\$ <u>430,000</u>
2	SWPPP Preparation and Implementation	\$ <u>17,000</u>
3	Traffic Control	\$ <u>67,000</u>
B. Sitework		
4	Demolition	\$ <u>27,000</u>
5	Shoring, Sheeting, and Protection, including excavation safety measures (Labor Code 6705)	\$ <u>512,000</u>
6	Dewatering	\$ <u>309,000</u>
7	Abandon existing 30-inch Outfall (Asbestos Cement Pipe)	\$ <u>38,000</u>
8	Abandon 10-inch Cardiff Pump Station Force Main (Asbestos Cement Pipe)	\$ <u>9,000</u>
9	Site Restoration	\$ <u>181,000</u>
C. Concrete		
10	Remove Interfering Portions of Existing Flood Control Channel and Replace In-Kind	\$ <u>8,000</u>
D. Piping		
11	Trenchless (HDD) Installation of Outfall Piping	\$ <u>5395,000</u>

12	Open Cut Installation of Outfall Piping/Connections (Including All Fittings, Valves, Appurtenances and Temporary Bypass Connections)	\$ <u>751,000</u>
13	Open Cut Installation of Outfall Pressure Relief Line (Including All Fittings, Valves and Appurtenances)	\$ <u>271,000</u>
14	Installation (Above Grade and Open Cut) of Dual Cardiff Pump Station Force Mains [Including All Fittings, Valves, Flow Meter (including all associated electrical and signal wiring, conduit and appurtenances), Pipe Supports and Appurtenances]	\$ <u>305,000</u>
15	Open Cut Installation of 4-inch Telecommunications (Fiber Optic) Conduit (Including All Fittings, Handholes/Pull Boxes and Appurtenances)	\$ <u>33,000</u>

Base Bid Total Price (Bid Items 1 through 15) in Numerals: \$ 8,553,000

Base Bid Total Price (Bid Items 1 through 15) in Words: _____

EIGHT MILLION FIVE HUNDRED FIFTY THREE THOUSAND

The Contract will be awarded based on the lowest responsible and responsive bid for **Base Bid Items 1 through 15 only**. All Optional Bid Items listed below are solely optional and are not required to be included in a Bidder's Bid in order to be awarded the Contract.

OPTIONAL BID ITEMS: BID SCHEDULE A

Bidder may include all or part of the Optional Bid Items. These items are solely optional and are not required in order to properly bid on, or be awarded, the Contract. If made, any and all Bids submitted as Optional Bid Items listed below are submitted pursuant to the same terms and conditions as the Base Bid Items above. After the Successful Bidder is identified, SEJPA, in its sole discretion, may decide whether or not to accept Optional Bid Items and include them in the Contract.

Bidder will complete the work set forth in Bid Schedule A below for the following lump sum prices:


<u>Bid Item</u>	<u>Description</u>	<u>Lump Sum Total</u>
16	Remove Existing Flood Control Channel and Install New Triple Box Culvert. (in lieu of Bid Item 10)	\$ <u>124,000</u>
17	Replace 20" valve at Regulator Structure (as shown on Sheet C-9)	\$ <u>27,000</u>

END OF BID SCHEDULE

BIDDER'S SIGNATURE CERTIFICATE

I hereby certify, under penalty of perjury, that the foregoing Bid Proposal is true, correct, and legally submitted.

BIDDER: J.R. Filanc Construction Company, Inc.
(Legal Name of Bidder)

by:  Harry S. Cosmos, President
(Signature) (Title)

Dated March 23, 2017, at 3:00PM.

Business Address: 740 N. Andreasen Drive

Escondido, CA 92029

Telephone: 760-941-7130

NOTE: If Bidder is a corporation, the legal name of the corporation shall be set forth above together with the signature of the officer or officers authorized to sign contracts on behalf of the corporation; if Bidder is a copartnership, the true name of the firm shall be set forth above together with the signature of the partner or partners authorized to sign contracts in behalf of the copartnership; and if Bidder is an individual, his signature shall be placed above. If signature is by an agent, other than an officer of a corporation or a member of a partnership, a Power of Attorney must be submitted with the Bid; otherwise, the Bid may be disregarded as irregular and unauthorized and therefore non-responsive.

END OF BIDDER'S SIGNATURE CERTIFICATE

SECTION 00430

BID PROPOSAL SUPPLEMENTS

The following bid proposal supplements shall be completed and submitted with the bid proposal:

- **Bid Bond.** Each Bid must be accompanied by bid security in the amount specified in the Bid Bond that follows herein, and must be in the form included in these Bidding Documents.

Failure to properly complete bid proposal supplements may result in the rejection of the bid as being non-responsive, in the SEJPA's sole discretion.

BOND NO. N/A

BID BOND

KNOW ALL PERSONS BY THESE PRESENTS:

That we _____

J.R. Filanc Construction Company, Inc.

_____, as PRINCIPAL, and

Fidelity and Deposit Company of Maryland

_____, as SURETY, are held

and firmly bound unto the San Elijo Joint Powers Authority, 2695 Manchester Avenue, Cardiff-by-the-Sea, CA 92007, a political subdivision of the State of California, hereinafter called the SEJPA, in the penal sum of Ten percent of the total amount bid, which amount equals TEN PERCENT (10%) OF THE TOTAL AMOUNT OF THE BID submitted by the Principal above named for the work described below for the payment of which sum in lawful money of the United States, well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

In no case shall the liability of the surety hereunder exceed the sum of Ten percent of the total amount bid Dollars (\$10% of total amount bid).

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal has submitted the above-mentioned bid to the SEJPA for certain construction specifically described as follows, for which bids are to be opened on March 14, 2017 (date), or at a later date as may be established by SEJPA in its sole discretion, for

LAND OUTFALL REPLACEMENT PROJECT; INVITATION/BID NO. 1544100.01

NOW THEREFORE, if the aforesaid Principal shall not withdraw said bid within the period specified therein after the opening of the same, or, if no period be specified, within sixty (60) days after said opening, and shall within the period specified therefore, or, if no period be specified, within ten (10) days after the prescribed forms are presented to him for signature, enter into a written contract with the SEJPA, in the prescribed form, in accordance with the bid as accepted, and file the two bonds with the SEJPA, one to guarantee faithful performance and the other to guarantee payment for labor and materials, as required by law, then this obligation shall be null and void; otherwise, it shall be and remain in full force and virtue.

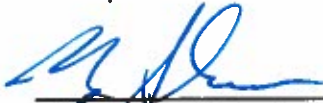
In the event suit is brought upon this bond by the SEJPA and judgment is recovered, the surety shall pay all costs incurred by the SEJPA in such suit, including a reasonable attorney's fee to be fixed by the court.

J.R. Filanc Construction Company, Inc.

IN WITNESS WHEREOF, We have hereunto set our hands and seals on this
21st day of March, A.D. 2017.

J.R. Filanc Construction Company, Inc.

Principal



PRINCIPAL

(Seal)

Signature for Principal

Title

Harry S. Cosmos

Fidelity and Deposit Company of Maryland

Surety



(Seal)

Signature for Surety Tara Bacon, Attorney-in-Fact Title

CALIFORNIA ALL PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA)
) ss:
COUNTY OF)

On _____, 20___, before me, See attached, a Notary Public, personally appeared _____, 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.

Notary Public

- NOTE:
(a) Signature of those executing for Surety must be properly acknowledged.
(b) The Attorney-in-fact must attach a certified copy of the Power of Attorney.

SEE ATTACHED

CALIFORNIA ALL PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA)
) ss:
COUNTY OF)

On _____, 20__, before me, _____, a Notary Public, personally appeared _____, 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.

Notary Public

NOTE:

- (a) Signature of those executing for Surety must be properly acknowledged.
- (b) The Attorney-in-fact must attach a certified copy of the Power of Attorney.

END OF BID BOND

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 Diego)

On March 23, 2017 before me, Julia Candace Masaitis, Notary Public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature

Julia Candace Masaitis



CALIFORNIA ALL-PURPOSE 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.

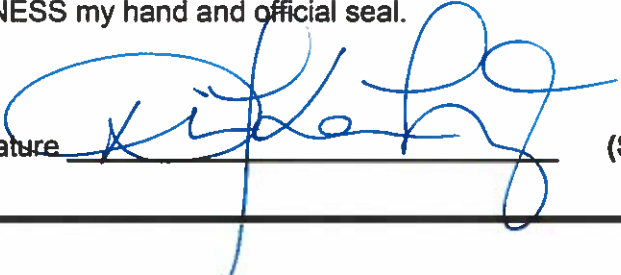
State of California
County of San Diego)

On March 21, 2017 before me, Diana Kai Murphy, Notary Public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature  (Seal)



**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Maryland, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Maryland (herein collectively called the "Companies"), by **GERALD F. HALEY, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **Bradley R. ORR, Dale G. HARSHAW, Tara BACON, Kyle KING, John QUALIN and Minna HUOVILA, all of San Diego, California, EACH** its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 13th day of December, A.D. 2016.

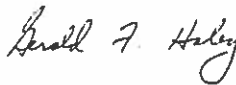
ATTEST:

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**



By: 

*Secretary
Michael McKibben*

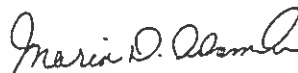


*Vice President
Gerald F. Haley*

State of Maryland
County of Baltimore

On this 13th day of December, A.D. 2016, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **GERALD F. HALEY, Vice President, and MICHAEL MCKIBBEN, Secretary**, of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposed and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.



*Maria D. Adamski, Notary Public
My Commission Expires: July 8, 2019*



EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 21st day of March, 20 17.



Michael Bond, Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT ALL REQUIRED INFORMATION TO:

Zurich American Insurance Co.
Attn: Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056

SECTION 00450

REPRESENTATIVES AND CERTIFICATIONS

The Bidder's execution of the signature portion of the following representatives and certifications shall constitute an endorsement and execution of those representatives and certifications, which are hereby incorporated as part of the bid proposal. The following bid proposal supplements shall be completed and submitted with the bid proposal:

- **NONCOLLUSION DECLARATION TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID**
- **BIDDER'S CERTIFICATION REGARDING TOTAL BID AMOUNT AND INDEMNIFICATION FOR LIABILITIES AND PENALTIES FOR VIOLATIONS OF LABOR CODE SECTION 2810**
- **IMMIGRATION REFORM AND CONTROL ACT OF 1986 (8 U.S.C. § 1324) COMPLIANCE CERTIFICATION**
- **SAFETY CERTIFICATION**

Failure to properly completed representatives and certifications may result in the rejection of the bid as being non-responsive, in the SEJPA's sole discretion.

**NONCOLLUSION DECLARATION TO BE EXECUTED BY BIDDER
AND SUBMITTED WITH BID**

In accordance with Section 7106 of the State of California Public Contract Code, Bidders are required to execute the following Noncollusion Declaration.

I, Harry S. Cosmos, declare that I am President
(Name) (Title)

of J.R. Filanc Construction Company, Inc., the party making the foregoing bid, that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the 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 the bidder has not in any manner directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder or fix any overhead, profit, or cost element of the 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 the bid are true; and further, that the bidder has not, directly or indirectly, submitted his or her 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, to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

Executed on March 23, 2017, in Escondido, CA.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.



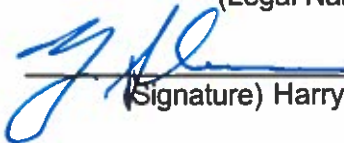
(Signature of Declarant)
Harry S. Cosmos, President

END OF NONCOLLUSION DECLARATION

BIDDER'S CERTIFICATION REGARDING TOTAL BID AMOUNT AND INDEMNIFICATION FOR LIABILITIES AND PENALTIES FOR VIOLATIONS OF LABOR CODE SECTION 2810

In signing below, Bidder certifies that its total bid amount requests sufficient funds to allow Bidder to comply with all applicable laws or regulations governing the goods and services to be provided under the Contract. Furthermore, Bidder hereby indemnifies SEJPA for liabilities and penalties for violations of Labor Code Section 2810.

BIDDER: J.R. Filanc Construction Company, Inc.
(Legal Name of Bidder)

by:  President
(Signature) Harry S. Cosmos (Title)

END OF BIDDER'S CERTIFICATION REGARDING TOTAL BID AMOUNT AND INDEMNIFICATION FOR LIABILITIES AND PENALTIES FOR VIOLATIONS OF LABOR CODE SECTION 2810

**IMMIGRATION REFORM AND CONTROL ACT OF 1986 (8 U.S.C. § 1324)
COMPLIANCE CERTIFICATION**

Bidder certifies that Bidder is aware of the requirements of the Immigration Reform and Control Act of 1986 (8 USC Secs. 1101- 1525) and will comply with these requirements, including but not limited to verifying the eligibility for employment of all agents, employees, subcontractors and consultants that are included in this Contract.

Furthermore, as a condition of submitting a bid for the Project, bidders are required to verify whether or not they have been fined or otherwise penalized within the past three (3) years for failing to obtain and/or maintain valid Employment Eligibility ("I-9") forms for employees pursuant to the Immigration Reform and Control Act of 1986 (the "Act"). The bidder shall check the appropriate box below, sign and date this page, and submit it to the San Elijo Joint Powers Authority (SEJPA) as part of his or her bid package.

Failure to properly submit this completed form shall result in the possible rejection of the bid as being non-responsive, in the SEJPA's sole discretion. In the event a bidder has been fined or otherwise penalized within the past three (3) years, the SEJPA reserves the right, in its sole discretion, to reject the bid based on a determination that the bidder is non-responsible. In the event the SEJPA awards a contract to a bidder and subsequently discovers that the bidder was fined or otherwise penalized for failing to obtain and/or maintain valid I-9 forms within the past three (3) years and failed to disclose such information, the SEJPA shall have the right, in its sole discretion, to immediately terminate the contract and award the bid to the next lowest bidder, or re-bid the Project. The SEJPA reserves the right to recover from the bidder any costs and/or damages sustained by the SEJPA as the result of having to terminate the bidder from the Project and/or re-award the contract due to the bidder's failure to disclose previous I-9 violations.

ALL BIDDERS MUST CHECK ONE OF THE BOXES BELOW AND SIGN:

- Within the past three (3) years, bidder HAS been fined or otherwise penalized for failing to obtain and/or maintain valid I-9 forms for its employees. If this box is checked, please provide a description of any such fines or penalties.
- Within the past three (3) years, bidder HAS NOT been fined or otherwise penalized for failing to obtain and/or maintain valid I-9 forms for its employees.



Bidder's Signature

Harry S. Cosmos, President

J.R. Filanc Construction Company, Inc.
Company

March 23, 2017

Date

**END OF IMMIGRATION REFORM AND CONTROL ACT OF 1986 (8 U.S.C. § 1324)
COMPLIANCE CERTIFICATION**

SAFETY CERTIFICATION

As a condition of submitting a bid for the Project, bidders are required to supply historical safety data, as specified below, and agree to follow the SEJPA's Safety Program where it is more stringent than the Contractor's own Safety Program. The bidder shall check the appropriate boxes below, sign and date this page, and submit it to the San Elijo Joint Powers Authority (SEJPA) as part of his or her bid package. Failure to properly submit this completed form shall result in the possible rejection of the bid as being non-responsive, in the SEJPA's sole discretion.

In the event a bidder has been fined or otherwise penalized for safety violations within the past three (3) years, the SEJPA reserves the right, in its sole discretion, to reject the bid if it determines the bidder is non-responsible. Bidder shall submit additional documentation explaining any answer below. In the event the SEJPA awards a contract to a bidder and subsequently discovers that the bidder failed to disclose applicable safety information, the SEJPA shall have the right, in its sole discretion, to immediately terminate the contract and award the bid to the next lowest bidder, or re-bid the Project.

The SEJPA reserves the right to recover from the bidder any costs and/or damages sustained by the SEJPA as the result of having to terminate the bidder from the Project and/or re-award the contract due to the bidder's failure to disclose previous safety violations.

ALL BIDDERS MUST CHECK THE FOLLOWING BOX:

- I have received, read, and understand the Contractor Safety Program supplied in Appendix E; I agree to comply with all SEJPA, local, state and federal safety requirements; I will share this information with all visitors, Contractors, Subcontractors, and other people brought onto the SEJPA premises under my authority; and I will be responsible for the compliance of all visitors, Contractors, Subcontractors, and other people brought onto the SEJPA premises under my authority and agree to hold harmless San Elijo Joint Powers Authority, its employees or agents for any injury or damage resulting from non-compliance with SEJPA, State or Federal safety requirements.

ALL BIDDERS MUST CHECK THE APPROPRIATE BOX:

YES NO

- Within the past three (3) years, has the bidder been fined or otherwise penalized by Cal/OSHA.

J.R. Filanc Construction Company, Inc.

ALL BIDDERS MUST SIGN AND DATE THE FOLLOWING, CERTIFYING THAT THE ABOVE INFORMATION IS COMPLETE AND ACCURATE:



Bidder's Signature

Harry S. Cosmos, President

J.R. Filanc Construction Company, Inc.
Company

March 23, 2017

Date

END OF SAFETY CERTIFICATION

J.R. Filanc Construction Company, Inc.
ADDENDUM No. 5
To
CONTRACT DOCUMENTS FOR
LAND OUTFALL REPLACEMENT PROJECT
SAN ELIJO JOINT POWERS AUTHORITY
MARCH 24, 2017

BIDDER'S CERTIFICATION

All bidders shall acknowledge receipt and acceptance of Addendum No. 5 by filling out the information below including signing and dating in the space provided and submitting the signed Addendum with the Bid.

Harry S. Cosmos, President
(Please Print Name)


(Signature)

3/24/17
(Date)

J.R. Filanc Construction Company, Inc.
(Please Print Company)

J.R. Filanc Construction Company, Inc.
ADDENDUM No. 4
To
CONTRACT DOCUMENTS FOR
LAND OUTFALL REPLACEMENT PROJECT
SAN ELIJO JOINT POWERS AUTHORITY
MARCH 21, 2017

BIDDER'S CERTIFICATION

All bidders shall acknowledge receipt and acceptance of Addendum No. 4 by filling out the information below including signing and dating in the space provided and submitting the signed Addendum with the Bid.

Harry S. Cosmos, President
(Please Print Name)


(Signature)

3/23/17
(Date)

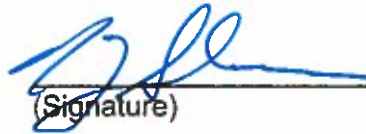
J.R. Filanc Construction Company, Inc.
(Please Print Company)

J.R. Filanc Construction Company, Inc.
ADDENDUM NO. 3
To
CONTRACT DOCUMENTS FOR
LAND OUTFALL REPLACEMENT PROJECT
SAN ELIJO JOINT POWERS AUTHORITY
MARCH 9, 2017

BIDDER'S CERTIFICATION

All bidders shall acknowledge receipt and acceptance of Addendum No. 3 by filling out the information below including signing and dating in the space provided and submitting the signed Addendum with the Bid.

Harry S. Cosmos, President
(Please Print Name)


(Signature)

3/23/17
(Date)

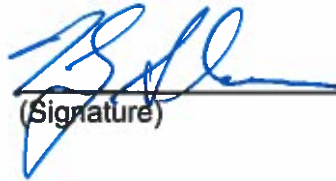
J.R. Filanc Construction Company, Inc.
(Please Print Company)

J.R. Filanc Construction Company, Inc.
ADDENDUM No. 2
TO
CONTRACT DOCUMENTS FOR
LAND OUTFALL REPLACEMENT PROJECT
SAN ELIJO JOINT POWERS AUTHORITY
MARCH 4, 2017

BIDDER'S CERTIFICATION

All bidders shall acknowledge receipt and acceptance of Addendum No. 2 by filling out the information below including signing and dating in the space provided and submitting the signed Addendum with the Bid.

Harry S. Cosmos, President
(Please Print Name)


(Signature)

3/23/17
(Date)

J.R. Filanc Construction Company, Inc.
(Please Print Company)

J.R. Filanc Construction Company, Inc.
ADDENDUM No. 1
To
CONTRACT DOCUMENTS FOR
LAND OUTFALL REPLACEMENT PROJECT
SAN ELIJO JOINT POWERS AUTHORITY
FEBRUARY 27, 2017

BIDDER'S CERTIFICATION

All bidders shall acknowledge receipt and acceptance of Addendum No. 1 by filling out the information below including signing and dating in the space provided and submitting the signed Addendum with the Bid.

Harry S. Cosmos, President
(Please Print Name)


(Signature)

3/23/17
(Date)

J.R. Filanc Construction Company, Inc.
(Please Print Company)

ATTACHMENT 8

April 20, 2017

Mr. Michael T. Thornton, P.E.
General Manager
San Elijo Joint Powers Authority
2695 Manchester Avenue
Cardiff by the Sea, California 92007-1077

Subject: San Elijo Land Outfall Replacement Project – Engineering Support during Construction

Dear Mr. Thornton:

Kennedy/Jenks Consultants is pleased to work with the San Elijo Joint Powers Authority (SEJPA) to provide engineering support during construction of the San Elijo Land Outfall Replacement Project. Kennedy/Jenks has been actively working with SEJPA to develop the final design and obtain permits for the outfall replacement. Kennedy/Jenks submitted our predesign conclusions in a report dated June, 2015, which evaluated open cut method, trenchless installation methods, and rehabilitation methods. Building on the conclusions of the predesign report, the final design has been prepared that constitutes a horizontal directional drill (HDD) pipe installation from the visitor center, across the lagoon, railroad tracks and Highway 101, and terminating at the beach. At this time, we look forward to continuing support of the project throughout the construction phase, as the outfall is constructed in accordance with the final design documents, as prepared by Kennedy/Jenks. The following letter summarizes our project team, proposed scope of work, schedule and estimated fee to provide engineering services during construction for the project.

Project Team

The proposed team includes professionals who have knowledge and previous experience with the final design of this project, are experts in pipeline design, HDD installation, and construction professionals. Our project team's key personnel include:

- Pat Huston, P.E., Principal-in-Charge
- Corey Young, P.E., Project Manager and Lead Project Engineer
- Matt Olson, P.E., Staheli Trenchless, HDD Consultant

Mr. Michael T. Thornton, P.E.
San Elijo Joint Powers Authority
20 April 2017
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- Timothy Waters, Staff Engineer
- Al Shewey, P.E., Quality Assurance/ Quality Control

TASK 6 ENGINEERING SERVICES DURING CONSTRUCTION

Task 6.1 Conformed Contract Documents

Kennedy/Jenks will prepare a conformed set of the contract drawings and specifications, incorporating the information contained in the five (5) addenda issued during the bidding phase. Kennedy/Jenks will submit an electronic (.pdf) copy of the conformed contract documents (drawings and specifications) to SEJPA.

Task 6.2 Construction Meetings

Kennedy/Jenks will attend the pre-construction meeting with the contractor to answer questions and provide background on the project. The meeting will be attended by the project manager, Corey Young and a representative from Staheli Trenchless Consultants (STC) will call in to the meeting. It is assumed that the pre-construction meeting will be led by SEJPA and their Construction Manager and will be responsible for preparing the agenda and meeting minutes. Kennedy/Jenks will also attend monthly construction progress meetings, up to nine (9).

Task 6.3 Responses to RFI's & Design Clarifications

Kennedy/Jenks will respond to RFIs from the contractor, with required information to clarify the design intent and/or to make minor revisions where necessary. Kennedy/Jenks will also prepare clarifications based on Kennedy/Jenks' own review of the Contract Documents and submittals. It is assumed that the Construction Manager will maintain a log of all RFI's and clarifications. The estimated level of effort assumes a total of 20 RFI's and clarifications.

Task 6.4 Submittal Review

Kennedy/Jenks will review submittals (shop drawings, material samples, equipment data, technical manuals, O&M Manuals, warranties, certifications, substitutions and/or equals) for substantial conformity with the intent of the contract drawings and specifications. Such review will be for conformance with the design concepts and general compliance with the project's Contract Documents. It will not include review of quantities, dimensions, weights or gauges, fabrication processes, construction methods, coordination with the work of other trades, or construction safety precautions, all of which are the sole responsibility of the Contractor. Review of a specific item will not indicate acceptance of an assembly of which the item is a component. Kennedy/Jenks will not be required to review and will not be responsible for any deviations from the Contract Documents not clearly noted by the Contractor, nor will Kennedy/Jenks be required to review partial submissions or those for which submissions for correlated items have not been received. A total of 25 submittals (including re-submittals) are estimated for the project.

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Task 6.5 Project Management and QA/QC

Kennedy/Jenks will provide management of the project including budget control, invoice preparation and coordination with SEJPA. A monthly status report will be provided throughout construction (total 10), including an update on the status of the project budget. The project will be managed throughout construction and preparation of record drawings.

In addition, Kennedy/Jenks will perform an independent review of all submittals including record drawings, shop drawings, RFI's and clarifications.

Task 6.6 Record Drawings

Kennedy/Jenks will provide record drawings for the project based on marked-up drawings received from the Contractor at the end of construction. The mark-ups will be in the form of a red-line set of contract drawings maintained during construction. The mark-ups are expected to contain clarifications, change order work, and other significant construction revisions. One set of original Mylar record drawings and one CD containing the electronic AutoCAD and PDF files will be delivered to SEJPA upon completion. The total estimated level of effort is 2.5 hours per sheet (21 total sheets) for incorporation of construction changes into the record drawings.

Proposed Fee Estimate

Kennedy/Jenks proposes to provide the above described scope of services on a time and materials basis in accordance with the attached schedule of charges (Attachment A) and per terms and conditions of San Elijo Water Reclamation Facility Outfall Replacement and Permitting/CEQA Compliance Contract (dated February 17, 2015) for an estimated fee of \$102,545 (Attachment B). We will not exceed this budget without prior authorization by SEJPA.

Proposed Project Schedule

Kennedy/Jenks is prepared to proceed with work on this project immediately following a notice to proceed. Estimated construction schedule is assumed to be 9 months. Should you have any questions regarding this proposal or would like to request additional information, please do not hesitate to contact me.

Very truly yours,

KENNEDY/JENKS CONSULTANTS



Patrick T. Huston, P.E.
Vice President

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Attachment A: Schedule of Charges

Attachment B: Fee Spreadsheet

Client/Address: San Elijo Joint Powers Authority
2695 Manchester Avenue
Cardiff by the Sea, CA 92007-1077

Contract/Proposal Date: April 13, 2017

Schedule of Charges

January 1, 2017

PERSONNEL COMPENSATION

Classification	Hourly Rate
Engineer-Scientist-Specialist 1	\$130
Engineer-Scientist-Specialist 2	\$155
Engineer-Scientist-Specialist 3	\$170
Engineer-Scientist-Specialist 4	\$185
Engineer-Scientist-Specialist 5	\$200
Engineer-Scientist-Specialist 6	\$225
Engineer-Scientist-Specialist 7	\$250
Engineer-Scientist-Specialist 8	\$270
Engineer-Scientist-Specialist 9	\$290
CAD-Technician	\$105
Senior CAD-Technician	\$120
CAD-Designer	\$145
Senior CAD-Designer	\$160
Project Administrator	\$120
Administrative Assistant	\$100
Aide.....	\$75

In addition to the above Hourly Rates, a four percent Communications Surcharge will be added to Personnel Compensation for normal and incidental copies, communications and postage.

Direct Expenses

Reimbursement for direct expenses, as listed below, incurred in connection with the work, will be at cost plus ten percent for items such as:

- Maps, photographs, 3rd party reproductions, 3rd party printing, equipment rental, and special supplies related to the work.
- Consultants, soils engineers, surveyors, contractors, and other outside services.
- Rented vehicles, local public transportation and taxis, travel and subsistence.
- Project specific telecommunications and delivery charges.
- Special fees, insurance, permits, and licenses applicable to the work.
- Outside computer processing, computation, and proprietary programs purchased for the work.

Reimbursement for vehicles used in connection with the work will be at the federally approved mileage rates or at a negotiated monthly rate.

If prevailing wage rates apply, the above billing rates will be adjusted as appropriate.

Rates for professional staff for legal proceedings or as expert witnesses will be at rates one and one-half times the Hourly Rates specified above.

Excise and gross receipts taxes, if any, will be added as a direct expense.

The foregoing Schedule of Charges is incorporated into the agreement for the services provided, effective January 1, 2017 through December 31, 2017. After December 31, 2017, invoices will reflect the Schedule of Charges currently in effect.

Proposal Fee Estimate

ATTACHMENT B

Kennedy/Jenks Consultants

CLIENT Name: San Elijo Joint Powers Authority
 Engineering Services during Construction for the Land
 PROJECT Description: Outfall Replacement
 Proposal/Job Number: 1544100*02 Date: 4/18/2017

January 1, 2017 Rates	Eng-Sci-9	Eng-Sci-8	Eng-Sci-7	Eng-Sci-6	Eng-Sci-5	Eng-Sci-4	Eng-Sci-3	Eng-Sci-2	CAD-Design	Sr. CAD-Tech	Project Admin.	Admin. Assist.	Total	Total Labor	Total Subs	Total Expenses	Total	
Classification:													Hours		Fees		Fees	
Hourly Rate:	\$290	\$270	\$250	\$225	\$200	\$185	\$170	\$155	\$145	\$120	\$120	\$95						
Task 6 - Engineering Support During Construction																		
Task 6.1 - Conformed Contract Documents			4					6		4		2	16	\$2,600	\$0	\$130	\$2,730	
Task 6.2 - Construction Meetings (10)	6		40								4		50	\$12,220	\$3,784	\$611	\$16,615	
Task 6.3 - Respond to RFI's and Design Clarifications (20)	8		40				40		12		4		104	\$21,340	\$8,404	\$1,067	\$30,811	
Task 6.4 - Submittal Review (25)	4		24				72				4		104	\$19,880	\$8,404	\$994	\$29,278	
Task 6.5 - Project Management and QA/QC																		
Project Management			27								12		39	\$8,190	\$0	\$410	\$8,600	
QA/QC	12		8										20	\$5,480	\$0	\$274	\$5,754	
Task 6.6 - Records Drawings			2				12		40				54	\$8,340	\$0	\$417	\$8,757	
Task 6 - Subtotal	30	0	145	0	0	0	124	6	52	4	24	2	387	\$78,050	\$20,592	\$3,903	\$102,545	
All Tasks Total	30	0	145	0	0	0	124	6	52	4	24	2	387	\$78,050	\$20,592	\$3,903	\$102,545	