City of San Juan Capistrano
Agenda Report

TO: Karen P. Brust, City Manager
FROM: Keith Van Der Maaten, P.E., Public Works and Utilities Director
Prepared by: Stephen Liao, Engineer
DATE: October 1, 2013
SUBJECT: Consideration of Approval of a Construction Contract for the Emergency Generator Project (CIP 13808) (Pacific Winds Building, Inc.)

RECOMMENDATION:
By motion, contingent on the State Water Resources Control Board (State) approval:

1. Approve the transfer of $100,000 of Proposition 50 funds budgeted for the San Juan Creek Road 12” Recycled Water Pipeline Project (CIP 13603) to the Emergency Generator Project (CIP 13808); and,

2. Approve the transfer of $100,000 of Proposition 50 funds budgeted for the Hollywood 2A Well Rehabilitation Project (CIP 13805) to the Emergency Generator Project (CIP 13808); and,

3. Award a Construction Contract with Pacific Winds Building, Inc. for the Emergency Generator Project in the amount of $458,918.

EXECUTIVE SUMMARY:
On August 19, 2013, the City received bids for installation of emergency power generators at the Ground Water Recovery Plant (GWRP) and three portable generators to be used at any of the eight wells which feed into the GWRP. Results of the bid are tabulated below.

<table>
<thead>
<tr>
<th>CONTRACTOR</th>
<th>BID AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Pacific Winds Building, Inc.</td>
<td>$458,918.00</td>
</tr>
<tr>
<td>California Building Evaluation and Construction</td>
<td>$556,900.00</td>
</tr>
<tr>
<td>Pacific Hydrotech Corporation</td>
<td>$575,300.00</td>
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</tbody>
</table>

Staff recommends the approval of a Construction Contract with Pacific Winds Building in the amount of $458,918. (Attachment 1)

The approval of the Construction Contract is contingent upon State approval for the transfer of $100,000 from the San Juan Creek Road 12” Recycled Water Pipeline Project (CIP 13603) to the Emergency Generator Project (CIP 13808); and the transfer of $100,000 from the Hollywood 2A Well Rehabilitation Project (CIP 13805) to the
Emergency Generator Project (CIP 13808). Bids for construction of the San Juan Creek Road 12" Recycled Water Pipeline (CIP 13603) came in below the projected budget. A deviation letter requesting the transfer was sent to the State on September 16, 2013. Staff is currently awaiting a response from the State.

DISCUSSION/ANALYSIS:

The GWRP treats water from the adjacent Dance Hall Well and the seven wells throughout the City including Kinoshita, CVWD#1, SJBA#2, SJBA#4, Tirador, South Cooks Well, and Well #5A. During normal operations, all facilities receive power from San Diego Gas and Electric (SDG&E). In order to continue to operate the GWRP and wells to provide water service in the event of a power failure, connection systems for emergency generators will be installed at each location to allow the use of the three generators purchased, and to allow the use of rented or loaned generators at the remaining four well sites. The actual generators will be stored in a single secured location at the Kinoshita well site. In the event of power failure, switchover to generators will be performed manually. During an extended power failure, the City will seek to rent generators as part of a pre-arranged contract. Additionally the City can borrow an additional four generators through the Water Emergency Response Organization of Orange County (WEROC) to be able to bring the GWRP up to full production.

The completed generator project addresses the problem faced by the City during an emergency involving the loss of power from SDG&E, combined with the loss of water supply from import sources. Without power from SDG&E, the City is unable to operate the GWRP and wells. Without the GWRP, the City has only a 6 day water supply. The City has 3 days of water supply in its local reservoirs, and 3 days of water supply in Santa Margarita Water District’s (SMWD) emergency storage reservoir in which it owns capacity. The loss of water supply after 6 days has an economic impact to the City as well as life and safety impacts which are incalculable. With the addition of the generators at the GWRP and four wells, the City will increase its source of supply during an emergency from the current 6 days up to 12 days.

In consideration of awarding the contract to Pacific Winds, staff also considered a protest letter from the second lowest bidder, California Building Evaluation and Construction. The protest letter is included as Attachment 2. The protest points out that the low bidder may have made errors by not including prevailing wages, or have made errors in any of their bid items. Staff has contacted the low bidder and they have confirmed that they did include prevailing wages and have not made any errors in their bid. General prevailing wage is required in Section 14-A of the Construction Contract which states prevailing wages shall be paid to workers employed on public works contracts. Staff has reviewed the bids in accordance with applicable Municipal Code sections and found all the bids to be responsive to the City’s needs.

FISCAL IMPACT:

The budget for the Emergency Generator Project (CIP 13808) has $966,000 for Fiscal Years 2012-2013 and 2013-2014. Bids for construction of the San Juan Creek Road 12"
Recycled Water Pipeline (CIP 13603) came in below budget. Therefore, staff recommends transferring $100,000 from the San Juan Creek Road Recycled Water Pipeline Project to the Emergency Generator Project. The Hollywood 2A Well Rehabilitation Project was cancelled, therefore staff recommends transferring $100,000 from the Hollywood 2A Well Rehabilitation Project (CIP 13805 to CIP 13808).

<table>
<thead>
<tr>
<th>CIP 13808 Budget</th>
<th>$966,000.00</th>
</tr>
</thead>
<tbody>
<tr>
<td>Transfer of funds from CIP 13603 to CIP 13808</td>
<td>$100,000.00</td>
</tr>
<tr>
<td>Transfer of funds from CIP 13605 to CIP 13808</td>
<td>$100,000.00</td>
</tr>
<tr>
<td>Staff, Inspection, and misc. costs (Current &amp; future)</td>
<td>($44,402.00)</td>
</tr>
<tr>
<td>Agreement with Linkture (Design) (original contract of $218,493 reduced by $50,000 to $168,493)</td>
<td>($168,493.00)</td>
</tr>
<tr>
<td>Agreement with Quinn (Generator Purchase)</td>
<td>($493,416.72)</td>
</tr>
<tr>
<td>Contract with Pacific Winds Building, Inc. (Construction)</td>
<td>($458,918.00)</td>
</tr>
<tr>
<td>Remaining Balance</td>
<td>$770.28</td>
</tr>
</tbody>
</table>

ENVIRONMENTAL IMPACT:

Not applicable.

PRIOR CITY COUNCIL REVIEW:

- On April 23, 2013, the City Council approved a Personal Services Agreement with Linkture for Preparation of Plans and Specifications for the Emergency Generator Project (CIP 13808).

- On August 20, 2013, the City Council approved a Personal Services Agreement with Quinn Power Systems for the purchase of emergency generators.

COMMISSION/COMMITTEE/BOARD REVIEW AND RECOMMENDATIONS:

- The Utilities Commission at its July 16, 2013, regular meeting recommended that the City Council approve the plans and specification prepared by Linkture and direct staff to advertise for competitive bids.

- The Utilities Commission at its August 20, 2013, regular meeting recommended that the City Council approve a Personal Services Agreement with Quinn Power Systems for the purchase of emergency generators.

- The Utilities Commission recommended to approve the Construction Contract with Pacific Winds Building, Inc. to construct the Emergency Generator Project at its September 17, 2013, regular meeting.

NOTIFICATION:

Pacific Winds Building, Inc.
California Building Evaluation and Construction
Pacific Hydrotech Corporation

ATTACHMENT(S):

Attachment 1 – Construction Contract
Attachment 2 – Protest Letter from California Building Evaluation and Construction
EMERGENCY GENERATOR PROJECT (CIP No. 13808)

CONSTRUCTION CONTRACT

THIS CONTRACT is made and entered into, to be effective, this 1st day of October, 2013, by and between the CITY OF SAN JUAN CAPISTRANO hereinafter referred to as "City," and Pacific Winds Building, hereinafter referred to as "Contractor."

City and Contractor mutually agree as follows:

Section 1. General Conditions.

Contractor certifies and agrees that all the terms, conditions and obligations of the Contract Documents as hereinafter defined, the location of the job site, and the conditions under which the work is to be performed have been thoroughly reviewed, and enters into this Contract based upon Contractor's investigation of all such matters and is in no way relying upon any opinions or representations of City. It is agreed that this Contract represents the entire agreement between the parties. It is further agreed that the Contract Documents titled "EMERGENCY GENERATOR CONSTRUCTION PROJECT" including the Notice Inviting Bids, Special Instructions to Bidders, General Conditions, Supplemental Conditions, Special Provisions, Specifications, Plans, the Standard Specifications for Public Works Construction, 2012 Edition, including all Supplements, Insurance, Contract Bonds if any, and the Contractor's Bid Proposal are incorporated in this Contract by reference, with the same force and effect as if the same were set forth at length herein, and that Contractor and its subcontractors, if any, will be and are bound by any and all of said Contract Documents insofar as they relate in any part or in any way, directly or indirectly, to the work covered by this Contract.

"Project" as used herein defines the entire scope of the work covered by all the Contract Documents. Anything mentioned in the Specifications and not indicated in the Plans, or indicated in the Plans and not mentioned in the Specifications, shall be of like effect as if indicated and mentioned in both. In case of discrepancy in the Plans or Specifications, the matter shall be immediately submitted to City's Engineer, without
whose decision Contractor shall not adjust said discrepancy save only at Contractor's own risk and expense. The decision of the Engineer shall be final.

Section 2. Materials and Labor.

Contractor shall furnish, under the conditions expressed in the Plans and Specifications, at Contractor's own expense, all labor and materials necessary, except such as are mentioned in the Specifications to be furnished by the City, to construct and complete the Project, in good workmanlike and substantial order. If Contractor fails to pay for labor or materials when due, City may settle such claims by making demand upon the surety to this Contract. In the event of the failure or refusal of the surety to satisfy said claims, City may settle them directly and deduct the amount of payments from the Contract price and any amounts due to Contractor. In the event City receives a stop notice from any laborer or material supplier alleging non-payment by Contractor, City shall be entitled to deduct all of its costs and expenses incurred relating thereto, including but not limited to administrative and legal fees.

Section 3. Description of Project.

The Project is described as: Installation of Emergency Generators at Ground Water Recovery Plant and Wells; as delineated in the Plans and Specifications prepared by Linkture Consulting Engineers, dated July, 2013. Work to include: the installation of site modifications and electrical work to install emergency generators at the Ground Water Recovery Plant and at the ground water wells, and all appurtenant work.
Section 4. Plans and Specifications.

The work to be done is shown in a set of detailed Plans and Specifications entitled: EMERGENCY GENERATOR CONSTRUCTION PROJECT at the Ground Water Recovery Plant and Wells.

Said Plans and Specifications and any revisions, amendments or addenda thereto are attached hereto and incorporated herein as part of this Contract and referred to by reference.

Section 5. Time of Commencement and Completion.

Contractor agrees to commence the Project within ten (10) calendar days from the date set forth in the "Notice to Proceed" sent by City and shall diligently prosecute the work to completion within 100 Calendar days after the date specified in the Notice to Proceed; excluding delays caused or authorized by the City as set forth in Sections 7, 8 and 9 hereof.

Section 6. Time is of the Essence.

Time is of the essence of this Contract. As required by the Contract Documents, Contractor shall prepare and obtain approval of all shop drawings, details and samples, and do all other things necessary and incidental to the prosecution of Contractor's work in conformance with an approved construction progress schedule. Contractor shall coordinate the work covered by this Contract with that of all other Contractors, subcontractors and of the City, in a manner that will facilitate the efficient completion of the entire work in accordance with Section 5 herein. The GWRP is an operating domestic water production facility and the City shall have complete control of the premises on which the work is to be performed; and shall have the right to decide the time and /or order in which the GWRP shut downs itemized in the Special Provisions, can occur subject to the limitations given the Special Provisions.
Section 7. **Excusable Delays.**

Contractor shall be excused for any delay in the prosecution or completion of the Project caused by acts of God; inclement weather which exceeds the number of calendar days estimated by the City and set forth in Section 5 hereof; damages caused by fire or other casualty for which Contractor is not responsible; any act, neglect or default of City; failure of City to make timely payments to Contractor; late delivery of materials required by this Contract to be furnished by City; combined action of the workers in no way caused by or resulting from default or collusion on the part of Contractor; a lockout by City; or any other delays unforeseen by Contractor and beyond Contractor's reasonable control.

City shall extend the time fixed in Section 5 for completion of the Project by the number of days Contractor has thus been delayed, provided that Contractor presents a written request to City for such time extension within fifteen (15) days of the commencement of such delay and City finds that the delay is justified. City's decision will be conclusive on the parties to this Contract. Failure to file such request within the time allowed shall be deemed a waiver of the claim by Contractor.

No claims by Contractor for additional compensation or damages for delays will be allowed unless Contractor satisfies City that such delays were unavoidable and not the result of any action or inaction of Contractor and that Contractor took all available measures to mitigate such damages. Extensions of time and extra compensation as a result of incurring undisclosed utilities will be determined in accordance with General and Supplementary Conditions.
Section 8. Extra Work.

The Contract price includes compensation for all work performed by Contractor, unless Contractor obtains a written change order signed by a designated representative of City specifying the exact nature of the extra work and the amount of extra compensation to be paid all as more particularly set forth in Section 9 hereof.

City shall extend the time fixed in Section 5 for completion of the Project by the number of days reasonably required for Contractor to perform the extra work, as determined by City's Engineer. The decision of the Engineer shall be final.

Section 9. Changes in Project.

A. City may at any time, without notice to any surety, by written order designated or indicated to be a change order, make any change in the work within the general scope of the Contract, including but not limited to changes:

1) in the Specifications (including drawings and designs);
2) in the time, method or manner of performance of the work;
3) in the City-furnished facilities, equipment, materials, services or site; or
4) directing acceleration in the performance of the work.

B. A change order shall also be any other written order (including direction, instruction, interpretation or determination) from the City which causes any change, provided Contractor gives the City written notice stating the date, circumstances and source of the order and that Contractor regards the order as a change order.

C. Except as provided in this Section 9, no order, statement or conduct of the City or its representatives shall be treated as a change under this Section 9 or entitle Contractor to an equitable adjustment.

D. If any change under this Section 9 causes an increase or decrease in Contractor's actual, direct cost or the time required to perform any part of the work under this Contract, whether or not changed by any order, the City shall make an
equitable adjustment and modify the Contract in writing. Except for claims based on defective specifications, no claim for any change under paragraph (B) above shall be allowed for any costs incurred more than twenty (20) days before the Contractor gives written notice as required in paragraph (B). In the case of defective specifications for which the City is responsible, the equitable adjustment shall include any increased direct cost Contractor reasonably incurred in attempting to comply with those defective specifications.

E. If Contractor intends to assert a claim for an equitable adjustment under this Section 9, it must, within thirty (30) days after receipt of a written change order under paragraph (A) or the furnishing of a written notice under paragraph (B), submit a written statement to the City setting forth the general nature and monetary extent of such claim. The City may extend the thirty (30) day period. Contractor may include the statement of claim in the notice under paragraph (B) of this Section 9.

F. No claim by Contractor for an equitable adjustment shall be allowed if made after final payment under this Construction Contract.

G. Contractor hereby agrees to make any and all changes, furnish the materials and perform the work that City may require without nullifying this Contract. Contractor shall adhere strictly to the Plans and Specifications, unless a change therefrom is authorized in writing by the City. Under no condition shall Contractor make any changes to the Project, either in additions or deductions, without the written order of the City and the City shall not pay for any extra charges made by Contractor that have not been agreed upon in advance in writing by the City. Contractor shall submit to the City written copies of its firm's cost or credit proposal for change in the work. Disputed work shall be performed as ordered in writing by the City and the proper cost or credit breakdowns therefore shall be submitted without delay by Contractor to City.
Section 10. Liquidated Damages for Delay.

The nature of this project requires its completion by a deadline set by the funding sources, both Federal and State; whose failure to meet would cause a loss of funding detrimental to the City if not completed by the date certain set by those funding sources. And, the plant is an operating domestic water production plant whose disruption of service would cause loss of revenue to the City. Therefor there are two clauses covering liquidated damages the first (A) for failure to complete the project in a timely fashion, the second (B) for losses related to disruption of operations.

(A) The parties agree that if the total work called for under this Contract, in all parts and requirements, is not completed within the time specified in Section 5 plus the allowance made for delays or extensions authorized under Sections 7, 8 and 9, the City will sustain damage, which would be extremely difficult and impracticable to ascertain. The parties therefore agree that Contractor will pay to City the sum of Two Thousand Dollars and No Cents ($2,000.00) per day, as liquidated damages, and not as a penalty, for each and every calendar day during which completion of the Project is so delayed.

(B) The parties agree that the Ground Water Recovery Plant (GWRP) is an operational plant producing domestic drinking water, and that in the event the Contractor damages the GWRP in the conduct of its work, or delays the GWRP’s start up after a scheduled “Equipment Tie in Shutdown” for the purposes defined in the Special Provisions (section 00900), the City will sustain damage, which would be extremely difficult and impractical to ascertain. The parties therefor agree that the Contractor will pay the City the sum of Four Hundred and Sixty Dollars and no cents ($460) per hour, as
liquidated damages, and not as penalty, for each and every hour during which restart of the GWRP is delayed.

(C) The parties agree that each well site supplying the Ground Water Recovery Plant (GWRP) is a component of an operational system producing domestic drinking water, and that in the event the Contractor damages a well in the conduct of its work, or delays the well’s start up after a scheduled “Equipment Tie in Shutdown” for the purposes defined in the Special Provisions (section 00900), the City will sustain damage, which would be extremely difficult and impractical to ascertain. The parties therefor agree that the Contractor will pay the City the sum of One Hundred Dollars and no cents ($100) per hour, as liquidated damages, and not as penalty, for each and every hour during which restart of any well GWRP is delayed.

Contractor agrees to pay such liquidated damages and further agrees that City may offset the amount of liquidated damages from any monies due or that may become due Contractor under this Contract.

Section 11. Contract Price and Method of Payment.

City agrees to pay and Contractor agrees to accept as full consideration for the faithful performance of this Contract, subject to any subsequent additions or deductions as provided in approved change orders, the sum of Four Hundred Fifty Eight Thousand Nine Hundred Eighteen dollars and zero cents ($458,918) as itemized on the attached Exhibit "A," described as the Bid; and, Exhibit "B," described as the Bid Schedule.

Within thirty (30) days from the billing by the Contractor for work, there shall be paid to the Contractor a sum equal to ninety percent (90%) of the value of the actual work completed plus a like percentage of the value of material suitably stored at the worksite, treatment plant or approved storage yards subject to or under the control of
the City, since the commencement of the work as determined by the City. Thereafter, on a schedule issued by the City at the commencement of the job which shows a minimum of one payment made to the Contractor per month for each successive month as the work progresses and the request for payment due dates from the Contractor to meet the payment schedule, the Contractor shall be paid such sum as will bring the total payments received since the commencement of the work up to ninety percent (90%) of the value of the work completed since the commencement of work as determined by the City, less all previous payments, provided that the Contractor submits the request for payment prior to the end of the day required to meet the payment schedule. The City will retain ten percent (10%) of the amount of each such progress estimate and material cost until the Final Payment.

Within 30 days of payment by the City the Contractor for work, the Contractor will pay its sub-contractors; the value of the work minus retention held by the City, for the value of the work completed since the commencement of work as determined by the City, less all previous payments.

Payments shall be made on demands drawn in the manner required by law, accompanied by a certificate signed by the City's Engineer, stating that the work for which payment is demanded has been performed in accordance with the terms of the Contract, and that the amount stated in the certificate is due under the terms of the Contract. Partial payments on the Contract price shall not be considered as an acceptance of any part of the work.

Section 12. Substitution of Securities in Lieu of Retention of Funds.

Pursuant to Public Contract Code Section 22300 et seq., the Contractor will be entitled to post approved securities with the City or an approved financial institution in order to have the City release funds retained by the City to insure performance of the Contract. Contractor shall be required to execute an addendum to this Contract together with escrow instructions and any other documents in order to effect this
substitution.

Section 13. Completion.

Within ten (10) days after the contract completion date of the Project, Contractor shall file with the City's Engineer its affidavit stating that all workers and persons employed, all firms supplying materials, and all subcontractors upon the Project have been paid in full, and that there are no claims outstanding against the Project for either labor or material, except those certain items, if any, to be set forth in an affidavit covering disputed claims, or items in connection with Stop Notices which have been filed under the provisions of the statutes of the State of California. City may require affidavits or certificates of payment and/or releases from any subcontractor, laborer or material supplier.

Section 14. Contractor's Employees' Compensation.

A. General Prevailing Rate:

City has ascertained from the State of California Director of Industrial Relations the general prevailing rate of per diem wages and the general prevailing rate for legal holiday and overtime work in the locality in which the work is to be performed for each craft or type of work needed to execute this Contract, and copies of the same are on file in the Office of the Engineer of City. The Contractor agrees that not less than said prevailing rates shall be paid to workers employed on this public works contract as required by Labor Code Section 1774 of the State of California.

B. Forfeiture For Violation:

Contractor shall, as a penalty to the City, forfeit Fifty Dollars ($50.00) for each calendar day or portion thereof for each worker paid (either by the Contractor or any subcontractor under it) less than the prevailing rate of per diem wages as set by the Director of Industrial Relations, in accordance with Sections 1770-1780 of the California
Labor Code for the work provided for in this Contract, all in accordance with Section 1775 of the Labor Code of the State of California.

C. **Travel and Subsistence Pay:**

Section 1773.8 of the Labor Code of the State of California, regarding the payment of travel and subsistence payments, is applicable to this Contract and Contractor shall comply therewith.

D. **Apprentices:**

Section 1777.5, 1777.6 and 1777.7 of the Labor Code of the State of California, regarding the employment of apprentices, is applicable to this Contract and the Contractor shall comply therewith if the prime contract involves Thirty Thousand Dollars ($30,000.00) or more or twenty (20) working days, or more; or if contracts of specialty Contractors not bidding for work through the general or prime Contractor are Two Thousand Dollars ($2,000.00) or more or five (5) working days or more.

E. **Workday:**

In the performance of this Contract, not more than eight (8) hours shall constitute a day’s work, and Contractor shall not require more than eight (8) hours of labor in a day from any person employed by him hereunder except as provided in paragraph (B) above. Contractor shall conform to Article 3, Chapter 1, Part 7 (Sections 1810 et seq.) of the Labor Code of the State of California and shall forfeit to the City as a penalty, the sum of Twenty-five Dollars ($25.00) for each worker employed in the execution of this Contract by Contractor or any subcontractor for each calendar day during which any worker is required or permitted to labor more than eight (8) hours in any one calendar day and forty (40) hours in any one week in violation of said Article. Contractor shall keep an accurate record showing the name and actual hours worked each calendar day.
and each calendar week by each worker employed by Contractor in connection with the Project.

F. Record of Wages; Inspection:

Contractor agrees to maintain accurate payroll records showing the name, address, social security number, work classification, straight-time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker or other employee employed by it in connection with the Project and agrees to require that each of its subcontractors does the same. All payroll records shall be certified as accurate by the applicable Contractor or subcontractor or its agent having authority over such matters. Contractor further agrees that its payroll records and those of its subcontractors shall be available to the employee or employee’s representative, the Division of Labor Standards Enforcement, and the Division of Apprenticeship Standards and shall comply with all of the provisions of Labor Code Section 1776, in general.

Section 15. Surety Bonds.

Contractor shall, before entering upon the performance of this Contract, furnish bonds approved by the City Council in the amount of one hundred percent (100%) of the Contract price bid, to guarantee the faithful performance of the work, and the other in the amount of one hundred percent (100%) of the Contract price bid to guarantee payment of all claims for labor and materials furnished. This Contract shall not become effective until such bonds are supplied to and approved by the City.

Section 16. Insurance.

A. Contractor is also aware of the provisions of Section 3700 of the Labor Code, which requires every employer to be insured against liability for Workers' Compensation or undertake self-insurance in accordance with the provisions of that
Code and will comply with such provisions before commencing the performance of the work of this Contract.

B. Contractor and all subcontractors will carry workers' compensation insurance for the protection of its employees during the progress of the work. The insurer shall waive its rights of subrogation against City, its officers, agents and employees and shall issue a certificate to the policy evidencing same.

C. Contractor shall at all times carry, on all operations hereunder, bodily injury, including death, and property damage liability insurance, including automotive operations, bodily injury and property damage coverage. All insurance coverage shall be in amounts specified by City in the Insurance Requirements and shall be evidenced by the issuance of a certificate in a form prescribed by the City and shall be underwritten by insurance companies satisfactory to City for all operations, subcontract work, contractual obligations, product or completed operations, all owned vehicles and non-owned vehicles. Said insurance coverage obtained by the Contractor, excepting workers' compensation coverage, shall name the City, its Directors, Officers, Agents, Employees, Engineers, and Consultants for this contract, and all public agencies from whom permits will be obtained and their Directors, Officers, Agents and Employees, as determined by the City, as additional insured on said policies.

D. Before Contractor performs any work at, or prepares or delivers materials to, the site of construction, Contractor shall furnish certificates of insurance evidencing the foregoing insurance coverages and such certificates shall provide the name and policy number of each carrier and policy and that the insurance is in force and will not be canceled without thirty (30) days' written notice to City.

Contractor shall maintain all of the foregoing insurance coverages in force until
the work under this Contract is fully completed. The requirement for carrying the
foregoing insurance shall not derogate from the provisions for indemnification of City by
Contractor under Section 17 of this Contract. Notwithstanding nor diminishing the
obligations of Contractor with respect to the foregoing, Contractor shall subscribe for
and maintain in full force and effect during the life of this Contract, the following
insurance in amounts not less than the amounts specified and issued by a company
admitted in California and having a Best's Guide Rating of A-Class VII or better:

<table>
<thead>
<tr>
<th>Insurance Type</th>
<th>Minimum Amounts</th>
</tr>
</thead>
<tbody>
<tr>
<td>Workers' Compensation</td>
<td>Statutory Limits as required by the State of California Employers liability with a Minimum of $1,000,000</td>
</tr>
<tr>
<td>Public Liability, in the form of</td>
<td>$5,000,000, per occurrence, or alternatively, $5,000,000 aggregate, separate for this project.</td>
</tr>
<tr>
<td>either Comprehensive General Liability or Commercial General Liability written on a per-occurrence basis</td>
<td></td>
</tr>
<tr>
<td>Automobile liability, including</td>
<td>$2,000,000 per occurrence</td>
</tr>
<tr>
<td>non-owned and hired vehicles</td>
<td>$1,000,000 per occurrence</td>
</tr>
<tr>
<td>Pollution Liability</td>
<td>$1,000,000 per occurrence</td>
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</tbody>
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City or its representatives shall at all times have the right to inspect and receive
the original or a certified copy of all said policies of insurance, including certificates.
Contractor shall pay the premiums on the insurance hereinabove required.

Section 17. Risk and Indemnification.

All work covered by this Contract done at the site of construction or in preparing
or delivering materials to the site shall be at the risk of Contractor alone. Contractor
agrees to save, indemnify and keep City, its Directors, Officers, Agents, Employees,
Engineers, and Consultants for this Contract, and all public agencies from whom
permits will be obtained and their Directors, Officers, Agents and Employees harmless
against any and all liability, claims, judgments, costs and demands, including demands
arising from injuries or death of persons (Contractors' employees included) and damage
to property, arising directly or indirectly out of the obligations herein undertaken or out of the operations conducted by Contractor, save and except claims or litigation arising through the sole negligence or sole willful misconduct of City, and will make good to and reimburse City for any expenditures, including reasonable attorneys' fees City may incur by reason of such matters, and if requested by City, will defend any such suits at the sole cost and expense of Contractor.

Section 18. Stop Notice Administration.

City reserves the right to charge Contractor for City's actual administrative time (including attorney's time) to administer and process stop notices filed by Contractor's subcontractors, material men, or any other claimant or lienholder.

Section 19. Termination.

A. This Contract may be terminated in whole or in part in writing by either party in the event of substantial failure by the other party to fulfill its obligations under this Contract through no fault of the terminating party, provided that no termination may be effected unless the other party is given: (1) not less than ten (10) calendar days' written notice (delivered by certified mail, return receipt requested) of intent to terminate, and (2) an opportunity for consultation with the terminating party prior to termination.

B. This Contract may be terminated in whole or in part in writing by the City for its convenience, provided that the Contractor is given (1) not less than ten (10) calendar days' written notice (delivered by certified mail, return receipt requested) of intent to terminate, and (2) an opportunity for consultation with the terminating party prior to termination.

C. If termination for default or convenience is effected by the City, an equitable adjustment in the price provided for in this Contract shall be made, but (1) no amount shall be allowed for anticipated profit on unperformed services or other work, and (2) any payment due to the Contractor at the time of termination may be adjusted to cover any additional costs to the City because of the Contractor's default. If termination for default is effected by the Contractor, the equitable adjustment shall include a reasonable profit for services or other work performed, but no adjustment will be allowed for anticipated profits. The equitable adjustment for any termination shall
provide for payment to the Contractor for services rendered and expenses incurred prior to the termination, in addition to termination settlement costs reasonably incurred by the Contractor relating to commitments which had become firm prior to the termination.

D. Upon receipt of a termination action under paragraphs (A) or (B) above, the Contractor shall (1) promptly discontinue all affected work (unless the notice directs otherwise), and (2) deliver or otherwise make available to the City all data, drawings, specifications, reports, estimates, summaries and such other information and materials as may have been accumulated by the Contractor in performing this Contract whether completed or in process.

E. Upon termination under paragraphs (A) or (B) above, the City may take over the work and may award another party a Construction Contract to complete the work under this Contract.

Section 20. Guarantee

Contractor agrees to perform all work under this Contract in accordance with the City's designs, drawings and specifications. The Contractor guarantees for a period of at least one (1) year from the date of substantial completion of the work that the completed work is free from all defects due to faulty materials, equipment or workmanship and that he shall promptly make whatever adjustments or corrections which may be necessary to cure any defects, including repairs of any damage to other parts of the system resulting from such defects. The City shall promptly give notice to the Contractor of observed defects. In the event that the Contractor fails to make adjustments, repairs, corrections or other work made necessary by such defects, the City may do so and charge the Contractor the cost incurred. The performance bond shall remain in full force and effect through the guarantee period.

The Contractor's obligations under this clause are in addition to the Contractor's other express or implied assurances under this Contract or state law and in no way diminish any other rights that the City may have against the Contractor for faulty
materials, equipment or work.

Section 21. Assignment.

No assignment by the Contractor of this Contract or any part hereof, or of funds to be received hereunder, will be recognized by the City unless such assignment has had prior written approval and consent of the City and the surety.

Section 22. Attorneys’ Fees.

If any action at law or in equity is necessary to enforce or interpret the terms of this Contract, the prevailing party shall be entitled to reasonable attorneys' fees, costs and necessary disbursements in addition to any other relief to which it may be entitled. If any action is brought against the Contractor or any subcontractor to enforce a Stop Notice or Notice to Withhold, which names the City as a party to said action, the City shall be entitled to reasonable attorneys' fees, costs and necessary disbursements arising out of the defense of such action by the City. The City shall be entitled to deduct its costs for any Stop Notice filed, whether court action is involved or not.

Section 23. Resolution of Disputes.

The City and the Contractor shall comply with the revisions of California Public Contracts Code Section 20104, et seq., regarding resolution of construction claims for any claims which arise between the Contractor and the City.

Section 24. Notices.

Any notice required or permitted under this Contract may be given by ordinary mail at the address set forth below. Any party whose address changes shall notify the other party in writing.
Section 25. Counterparts.

This Agreement may be executed by the Parties in counterparts, which counterparts shall be construed together and have the same effect as if all the Parties had executed the same instrument. Counterpart signatures may be transmitted by facsimile, email, or other electronic means and have the same force and effect as if they were original signatures.
IN WITNESS WHEREOF, the parties hereto have executed this Construction Contract as of the date first hereinabove written.

CITY OF SAN JUAN CAPISTRANO
By: __________________________
   John Taylor, Mayor

PACIFIC WINDS BUILDING, INC
By: __________________________
   Joe Longo, President

ATTEST:
By: __________________________
   Maria Morris, City Clerk

APPROVED AS TO FORM:
By: __________________________
   Hans Van Ligtten, City Attorney

Exhibits:
A – Bid
B – Bid Schedule
IN WITNESS WHEREOF, the parties hereto have executed this Construction Contract as of the date first hereinabove written.

CITY OF SAN JUAN CAPISTRANO

By:________________________
    John Taylor, Mayor

PACIFIC WINDS BUILDING, INC

By:________________________
    Joe Longo, President

ATTEST:

By:________________________
    Maria Morris, City Clerk

APPROVED AS TO FORM:

By:________________________
    Hans Van Liingen, City Attorney

Exhibits:
A – Bid
B – Bid Schedule
BID TO: CITY OF SAN JUAN CAPISTRANO

The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Construction Contract with the City in the form included in the Contract Documents (as defined in Article 1 of the Construction Contract) to perform the Work as specified or indicated in said Contract Documents entitled:

EMERGENCY GENERATOR CONSTRUCTION PROJECT
CIP No. 13808

Bidder accepts all of the terms and conditions of the Contract Documents, including without limitation those in the Notice Inviting Bids and the Instructions to Bidders dealing with the disposition of the Bid Security.

Bidder accepts that the City will award the contract to the lowest responsible bidder based on the “Total Bid” described as the sum of the “Bid Line Items.”

This Bid will remain open for the period stated in the Notice Inviting Bids, unless otherwise required by law. Bidder will enter into a Construction Contract within the time and in the manner required in the Instructions to Bidders, and will furnish the insurance certificates, Payment Bond, Performance Bond, and all Permits required by the Contract Documents.

Bidder has examined copies of all the Contract Documents, including the following Addenda (receipt of which is hereby acknowledged):

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<th>Number</th>
<th>Date</th>
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Bidder has familiarized itself with the nature and extent of the Contract Documents, the Work, the site, the 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.

In conformance with the current statutory requirements of California Labor Code Section 1860, et seq., the undersigned confirms the following as its certification:

I am aware of the provisions of Section 3700 of the Labor Code, which require every employer to be insured against liability for worker’s compensation, or to undertake self-insurance in accordance with the provisions, before commencing the performance of the Work of this Contract.

To all the foregoing, and including all Bid Schedule(s), List of Subcontractors, Non-collusion Affidavit, Bidder’s General Information, and Bid Bond contained in these Bid Forms, said Bidder further agrees to complete the Work required under the Contract Documents within the Contract Time stipulated in said Contract Documents, and to accept in full payment therefore the Contract Price based on the Lump Sum or Unit Bid Price(s) named in the aforementioned Bidding Schedule(s).

Dated: 08/19/13

Bidder: Pacific Winds Building Inc

By: ____________________________
   (Signature)

Title: President / CEO

BID (PROPOSAL)
BID FORMS - PAGE 1

EXHIBIT A
INFORMATION REQUIRED OF BIDDER

LIST OF SUBCONTRACTORS

As required under Section 4100, et seq., of the Public Contract Code, the Bidder shall list below the name and business address of each subcontractor who will perform Work under this Bid 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 Bids, no changes or substitutions will be allowed except as otherwise provided by law. The listing of more than one subcontractor for each item of Work to be performed with the words "and/or" will not be permitted. Failure to comply with this requirement will render the Bid as non-responsive and may cause its rejection.

<table>
<thead>
<tr>
<th>Work to be Performed</th>
<th>Contractor's License Number</th>
<th>Subcontractor's Name &amp; Address</th>
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<tbody>
<tr>
<td>1 CONCRETE GRAVING</td>
<td>834740</td>
<td>FARMWEST PAVING CO, INC</td>
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<td></td>
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<td>740 S. VAN BUREN C</td>
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<td></td>
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<td>LACrosse, Wisc 53707</td>
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<td>2 FENCING</td>
<td>893389</td>
<td>PERCISION FENCE</td>
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<td>ESCONDIDO, CA 92029</td>
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NON-COLLUSION AFFIDAVIT TO BE EXECUTED BY BIDDER
AND SUBMITTED WITH BID

State of California  )
County of Orange  ) ss.

I, Joe Longo, being first duly sworn, deposes and says that he or she is

President & CEO of Pacific Winds Building 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 to 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 of 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.

Bidder Pacific Winds Building Inc.

By Joe Longo

Title President

Organization Pacific Winds Building Inc.

Address 19 Hammond #504

Irvine, CA 92618

FORM U-480
1111-485001.wpd
Aug 2001
KNOW ALL MEN BY THESE PRESENTS,
That PACIFIC WINDS BUILDING, INC. as Principal, and
DEVELOPERS SURETY AND
INDEMNITY COMPANY as Surety, are held and firmly bound unto The
City of San Juan Capistrano, hereinafter called the "Owner" in the sum of

TEN PERCENT OF AMOUNT BID (10%)

(dollars)

for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, said Principal has submitted a Bid to said Owner to perform the Work required under the Bid Schedule(s) of the Owner's Contract Documents entitled:

EMERGENCY GENERATOR CONSTRUCTION PROJECT
CIP No. 13808

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

SIGNED AND SEALED, this 15TH day of AUGUST, 2013

(SEAL)

(SEAL)

(SEAL)

(SEAL)

PACIFIC WINDS BUILDING, INC.
(Principal)

DEVELOPERS SURETY AND INDEMNITY COMPANY
(Surety)

CHARLES L. FLAKE / ATTORNEY-IN-FACT
(Signature)
CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA
Country of Orange

On 8-15-13 before me, Lexie Sherwood, Notary Public

personally appeared Charles L. Flake

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

Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: __________________________

Document Date: __________________________ Number of Pages: __________________________

Signer(s) Other Than Named Above: __________________________

Capacity(ies) Claimed by Signer(s)

Signer's Name: __________________________

☐ Individual

☐ Corporate Officer — Title(s): __________________________

☐ Partner — ☐ Limited ☐ General

☐ Attorney in Fact

☐ Trustee

☐ Guardian or Conservator

☐ Other: __________________________

Signer Is Representing: __________________________

__________________________

RIGHT THUMBPRINT OF SIGNER

Top of thumb here

Signer's Name: __________________________

☐ Individual

☐ Corporate Officer — Title(s): __________________________

☐ Partner — ☐ Limited ☐ General

☐ Attorney in Fact

☐ Trustee

☐ Guardian or Conservator

☐ Other: __________________________

Signer Is Representing: __________________________

__________________________

RIGHT THUMBPRINT OF SIGNER

Top of thumb here
KNOW ALL BY THESE PRESENTS that except as expressly limited, DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA, do each hereby make, constitute and appoint:

***Jan Moran, David L. Culbertson, Charles L. Flake, Richard A. Coon, Lexie Sherwood, jointly or severally***

as their true and lawful Attorney(s)-in-Fact, to make, execute, deliver and acknowledge, for and on behalf of said corporations, as sureties, bonds, undertakings and contracts of suretyship giving and granting unto said Attorney(s)-in-Fact full power and authority to do and to perform every act necessary, requisite or proper to be done in connection therewith as each of said corporations could do, but reserving to each of said corporations full power of substitution and revocation, and all of the acts of said Attorney(s)-in-Fact, pursuant to these presents, are hereby ratified and confirmed.

This Power of Attorney is granted and is signed by facsimile under and by authority of the following resolutions adopted by the respective Boards of Directors of DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA, effective as of January 1st, 2008.

RESOLVED, that a combination of any two of the Chairman of the Board, the President, Executive Vice-President, Senior Vice-President or any Vice-President of the corporations be, and that each of them hereby is, authorized to execute this Power of Attorney, qualifying the attorney(s) named in the Power of Attorney to execute, on behalf of the corporations, bonds, undertakings and contracts of suretyship; and that the Secretary or any Assistant Secretary of either of the corporations be, and each of them hereby is, authorized to attest the execution of any such Power of Attorney;

RESOLVED, FURTHER, that the signatures of such officers may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures shall be valid and binding upon the corporations when so affixed and in the future with respect to any bond, undertaking or contract of suretyship to which it is attached.

IN WITNESS WHEREOF, DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA have severally caused these presents to be signed by their respective officers and attested by their respective Secretary or Assistant Secretary this May 23, 2013.

By: Daniel Young, Senior Vice-President
By: Gregg N. Okura, Vice-President

State of California
County of Orange

On May 23, 2013 before me, Gina L. Garner, Notary Public: Here Insert Name and Title of the Officer personally appeared Daniel Young and Gregg N. Okura Name(s) of Signer(s)

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

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 Gina L. Garner, Notary Public

CERTIFICATE

The undersigned, as Secretary or Assistant Secretary of DEVELOPERS SURETY AND INDEMNITY COMPANY or INDEMNITY COMPANY OF CALIFORNIA, does hereby certify that the foregoing Power of Attorney remains in full force and has not been revoked and, furthermore, that the provisions of the resolutions of the respective Boards of Directors of said corporations set forth in the Power of Attorney are in force as of the date of this Certificate.

This Certificate is executed in the City of Irvine, California, this 15th day of August, 2013.

By: Mark J. Landon, Assistant Secretary

ID-1380(Rev/05/13)
BIDDER'S GENERAL INFORMATION

The Bidder shall furnish the following information. Failure to complete all Items will cause the Bid to be non-responsive and may cause its rejection.

1. BIDDER/CONTRACTOR'S Name and Street Address:
   Pacific Winds Building Inc.
   19 Hammond #504
   Irvine, CA 92618

2. CONTRACTOR'S Telephone Number: (949) 916-8317
   Facsimile Number: (949) 916-8267
   E-mail address: JoeLongo@PacWinds.com

3. CONTRACTOR'S License: Primary Classification A,B,C10
   State License Number(s) 890751
   Supplemental License Classifications A,B,C10

4. Surety Company and Agent who will provide the required Bonds on this Contract:
   Name of Surety: Culbertson Insurance Services, Developer Surety & Indemnity Company
   Address: 5500 E. Santa Ana Canyon Road #201
   Anaheim, CA 92807
   Surety Company Agent: Dave Culbertson
   Telephone Numbers: Agent (714) 921-0530
   Surety (714) 921-0530

5. Type of Firm (Individual, Partnership or Corporation): Corporation

6. Corporation organized under the laws of the State of: California

7. List the names and addresses of the principal members of the firm or names and titles of the principal officers of the corporation or firm:
   Joe Longo President / CEO
   JP Longo Manager
BIDDER'S GENERAL INFORMATION (Continued)

8. Number of years experience as a contractor in this specific type of construction work: 6+

9. List at least three related projects of comparable size and complexity completed to date:

   1. Owner________________________ Address________________________
      Contact________________ Class of work________________________
      Phone (____)_________ Contract amount________________________
      Project (____)________ Date completed________________________

      See attached Highlighted Sheets

   2. Owner________________________ Address________________________
      Contact________________ Class of work________________________
      Phone (____)_________ Contract amount________________________
      Project (____)________ Date completed________________________

      See attached Highlighted Sheets

   3. Owner________________________ Address________________________
      Contact________________ Class of work________________________
      Phone (____)_________ Contract amount________________________
      Project (____)________ Date completed________________________

      See attached highlighted Sheets

10. List the name and title of the person who will supervise full-time the proposed work for your firm: ____________
    Steve Longo

11. Is full-time supervisor an employee Yes contract services N/A ?

12. A financial statement or other information and references sufficiently comprehensive to permit an appraisal of your current financial condition may be required by the Engineer.

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<thead>
<tr>
<th>Project Name</th>
<th>Job Description</th>
<th>Job Location</th>
<th>Contact Number</th>
<th>Project Manager</th>
<th>Start Date</th>
<th>End Date</th>
<th>LG/day</th>
<th>Contract Amt</th>
<th>Owner</th>
<th>Owner Address</th>
<th>Owner City, State, Zip</th>
<th>Contact Person</th>
<th>Owner Phone</th>
<th>Owner Fax</th>
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<td>Canyon HS</td>
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<td>Upgrades, Site Improvement</td>
<td>1 Maverick Way, Carlsbad, CA</td>
<td>CR2013-11B</td>
<td>Tim Loser</td>
<td>7/8/2013</td>
<td>Est. 08/20/13</td>
<td>$500.00</td>
<td>$129,709.00</td>
<td>School District</td>
<td>710 Encinitas Blvd</td>
<td>Encinitas, CA 92024</td>
<td>Russ Thornton / John Addleman</td>
<td>(760)753-6490</td>
<td>(760)943-1541</td>
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<tr>
<td>Diegueno MS</td>
<td></td>
<td>2150 Village</td>
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<td>HVAC Imp. and Electrical</td>
<td>Encinitas, CA 93024</td>
<td>EHHC 3317</td>
<td>Tim Loser</td>
<td>6/13/2013</td>
<td>8/13/2013</td>
<td>$500.00</td>
<td>$263,000.00</td>
<td>School District</td>
<td>684 Requesa Street</td>
<td>Encinitas, CA 92024</td>
<td>Russ Thornton / John Addleman</td>
<td>(760)753-6491</td>
<td>(760)943-1542</td>
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<td>Classroom 5</td>
<td></td>
<td>910 Borden</td>
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<tr>
<td>Portable Classroom</td>
<td>Remodel &amp; add 5 restrooms to</td>
<td>Rd., San Marcos, CA 92069</td>
<td>F2013-09</td>
<td>Tim Loser</td>
<td>6/12/2013</td>
<td>8/12/2013</td>
<td>$500.00</td>
<td>$232,000.00</td>
<td>District</td>
<td>255 Pico Ave. R250</td>
<td>San Marcos, CA 92069</td>
<td>Linda Luce</td>
<td>(760)290-2646</td>
<td>(760)971-4928</td>
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<td>Work, Portable Work</td>
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<td>Joe Longo / Tim</td>
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<td>Jose Longo / Tim</td>
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<td>The Block at Orange</td>
<td>Off ramp, Road, Parking Lot</td>
<td>20 City Blvd. West Orange, CA</td>
<td>SP-3664</td>
<td>JP Longo</td>
<td>9/23/2010</td>
<td>9/14/2011</td>
<td>$500.00</td>
<td>$3,295,230.80</td>
<td>Orange RDA</td>
<td>225 West Washington St.</td>
<td>92024</td>
<td>Simon Property Group for Orange RDA</td>
<td>(317) 263-7664</td>
<td>(317) 464-8919</td>
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<td>IERCF Back up Generator Installation</td>
<td>Concrete Rebar Generator</td>
<td>Cucamonga, CA 91739</td>
<td>RA08003.00</td>
<td>JP Longo</td>
<td>10/15/2009</td>
<td></td>
<td>$4000/day</td>
<td>$1,525,260.00</td>
<td>Inland Empire Regional Authority</td>
<td>6075 Kimball Ave. Building B</td>
<td>Chino, CA 91710</td>
<td>Jamal Zughbi</td>
<td>(909) 993-1698</td>
<td>(909) 993-1982</td>
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<tr>
<td>USPS LA BMC Install</td>
<td>Install, Turbines, Sensors</td>
<td>San Bernardino, CA 92403-7</td>
<td>914304</td>
<td>Tim Loser</td>
<td>8/1/2008</td>
<td>8/20/2009</td>
<td>$500.00</td>
<td>$607,818.00</td>
<td>Infrastructure</td>
<td>100 West Walnut St.</td>
<td>Pasadena, CA 91124</td>
<td>Michael Lim</td>
<td>(626) 440-3615</td>
<td>(626) 440-2900</td>
</tr>
<tr>
<td>Orange Depot Pedestrian</td>
<td>Pedestrian, Tunnel Beneath Street</td>
<td>Orange, CA 92866</td>
<td>C3092-08</td>
<td>JP Longo</td>
<td>5/1/2008</td>
<td>9/30/2009</td>
<td>$2,060/day</td>
<td>$4,695,418.00</td>
<td>Southern California Rail Authority</td>
<td>700 South Flower Street</td>
<td>Los Angeles, CA 90017</td>
<td>Stuart Chuck</td>
<td>(213) 452-0237</td>
<td>(213) 452-0425</td>
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<td>San Fernando</td>
<td>HVAC Roof Replacement</td>
<td>380 Main Ave, San An</td>
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<td>Main Post Office</td>
<td>HVAC, TAB system</td>
<td>Encinitas, CA 93040</td>
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<tr>
<td>Office</td>
<td>Undercrossing</td>
<td>2 rail lines</td>
<td>C2092-08</td>
<td>JP Longo</td>
<td>5/1/2008</td>
<td>9/30/2009</td>
<td>$2,060/day</td>
<td>$4,695,418.00</td>
<td>Southern California Rail Authority</td>
<td>700 South Flower Street</td>
<td>Los Angeles, CA 90017</td>
<td>Stuart Chuck</td>
<td>(213) 452-0237</td>
<td>(213) 452-0425</td>
</tr>
<tr>
<td>Office</td>
<td>Abating, T.A.B.</td>
<td>70006</td>
<td></td>
<td></td>
<td>11/29/2007</td>
<td>7/12/2008</td>
<td>$500.00</td>
<td>$143,108.00</td>
<td>US Postal Service</td>
<td>100 W Walnut Street</td>
<td>Pasadena, CA 91124</td>
<td>John Wolhaupter</td>
<td>(626) 440-2688</td>
<td>(626) 440-2900</td>
</tr>
<tr>
<td>Equipment Replacement</td>
<td>San Bernardino</td>
<td>70006</td>
<td></td>
<td></td>
<td>9/19/2007</td>
<td>8/20/2008</td>
<td>$500.00</td>
<td>$552,766.00</td>
<td>United Postal Service Inc</td>
<td>100 W Walnut Street</td>
<td>Pasadena, CA 91124</td>
<td>John Wolhaupter</td>
<td>(626) 440-2688</td>
<td>(626) 440-2900</td>
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Note: *Projects Completed by JP Longo & JPL Electric whom have incorporated as Pacific Winds Building Inc.*
<table>
<thead>
<tr>
<th>LA Bulk Mail Center</th>
<th>Water Leak Repair, Concrete Drainage</th>
<th>5555 Bandini Blvd Bell CA 90201-9997</th>
<th>task order 70003</th>
<th>JP Longo</th>
<th>8/15/2007</th>
<th>4/18/2008</th>
<th>$500/day</th>
<th>$307,943.00</th>
<th>United Postal Service as represented by Parsons Infrastructure &amp; Technology</th>
<th>John Wolhaupter</th>
<th>(626) 440-2688 (626) 440-2900</th>
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<tr>
<td>Truck Wash &amp; Dewatering Beds at Plant 1</td>
<td>Basins, Sludge, Sewer, Mahoiles</td>
<td>10844 Ellis ave Anaheim, CA 92802</td>
<td>P-1-106</td>
<td>JP Longo</td>
<td>6/5/2007</td>
<td>6/13/2008</td>
<td>$2000/day</td>
<td>$1,887,721.00</td>
<td>Orange County Sanitation District 10844 Ellis Ave Fountain Valley, CA 92728</td>
<td>Michael Lahlou</td>
<td>(714) 962-2411 (714) 962-0356</td>
</tr>
<tr>
<td>LAP&amp;RDC APPS Sites Preparation</td>
<td>Demolition, Electric, Site Prep</td>
<td>7001 S. Central Avenue Los Angeles, CA 90022</td>
<td>743672-30405P</td>
<td>JP Longo</td>
<td>4/26/2007</td>
<td>2/25/2008</td>
<td>$4000/day</td>
<td>$667,442.00</td>
<td>represented by Parsons Infrastructure 100 W. Walnut Street Pasadena, CA</td>
<td>Dan Plunkett</td>
<td>(626) 440-2688 (626) 440-2900</td>
</tr>
<tr>
<td>Berry Street</td>
<td>Pump Station Improvement</td>
<td>545 S Berry St Brea CA 92821</td>
<td>12/1/2006</td>
<td>$500/day</td>
<td>$2,594,681.00</td>
<td>City of Brea Circle Brea, CA 92821</td>
<td>John Hogan</td>
<td>(714) 990-7657 (714) 990-2258</td>
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<td>Santa Ana</td>
<td>Pedestrian Improvements</td>
<td>1000 E. Santa Ana Blvd Santa Ana, CA 90270</td>
<td>1/20/2007</td>
<td>$500/day</td>
<td>$1,078,141.00</td>
<td>City of Brea Circle Brea, CA 92821</td>
<td>Julian Sabri</td>
<td>(714) 962-2411 (714) 962-0356</td>
<td></td>
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<tr>
<td>Verdugo Viejo Station Replacement</td>
<td>HVAC Systems</td>
<td>101 Verdugo Rd Glendale CA 92806</td>
<td>052571-04-B-007</td>
<td>JP Longo</td>
<td>9/21/2005</td>
<td>9/2/2005</td>
<td>$500/day</td>
<td>$188,946.00</td>
<td>United States Postal Service 307 PO Box 2250 San Diego, CA 92174</td>
<td>Skip Lee</td>
<td>(619) 452-8556 (619) 452-8570</td>
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<td>P&amp;I Center Battery Room Replacement</td>
<td>Enlarge Battery Rooms</td>
<td>1325 E. Palmyra Ave Orange, CA 92869</td>
<td>252571-04-B-003</td>
<td>JP Longo</td>
<td>10/1/2004</td>
<td>7/31/2006</td>
<td>$500/day</td>
<td>$1,753,942.00</td>
<td>United States Postal Service PO Box 2250 Seal Beach, CA 90740-1250</td>
<td>Paul Kelly</td>
<td>(562) 430-4754 (562) 430-9620</td>
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<td>Gas Compressor Building Upgrades</td>
<td>Compressor Building</td>
<td>OCSO Plant 2</td>
<td>Huntington Beach P2-79-1</td>
<td>JP Longo</td>
<td>9/2/2005</td>
<td>10/15/2005</td>
<td>$250/day</td>
<td>$463,941.00</td>
<td>Orange County Sanitation Dist 10844 Ellis Ave Fountain Valley, CA 92728</td>
<td>Susan Keenan</td>
<td>(714) 962-2411 (714) 962-0356</td>
</tr>
<tr>
<td>New Fire Station Completion</td>
<td>Fire Alarm System Dept of Sprinkler Systems Authority</td>
<td>1330 Euclid St Anaheim CA 92802</td>
<td>455-412-9713-7857</td>
<td>JP Longo</td>
<td>11/1/2001</td>
<td>4/10/2002</td>
<td>$500/day</td>
<td>$1,501,121.00</td>
<td>City of Anaheim Fire Dept 200 S. Anaheim Blvd Anaheim, CA 92805</td>
<td>Juliann Sabri</td>
<td>(714) 765-5176 (714) 765-5225</td>
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<td>Fire Station # 6</td>
<td>Fire Alarm</td>
<td>3039714(PCU)</td>
<td>153</td>
<td>JP Longo</td>
<td>10/29/2001</td>
<td>10/28/2002</td>
<td>$500/day</td>
<td>$1,078,141.00</td>
<td>Orange County Ziggurat Third Street Third Floor 95605</td>
<td>Alfonso</td>
<td>(916) 376-1652 (916) 376-1654</td>
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<tr>
<td>ITEM NO.</td>
<td>ITEM DESCRIPTION</td>
<td>UNIT OF MEASURE</td>
<td>EST. QTY.</td>
<td>ITEM UNIT COST</td>
<td>TOTAL ITEM COST</td>
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<tr>
<td>1.</td>
<td>Mobilization &amp; demobilization. (Total for this item shall not exceed 5% of Total Bid; Mobilization shall not exceed 3%).</td>
<td>LS</td>
<td>1</td>
<td>16,825</td>
<td>16,825</td>
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<tr>
<td>2.</td>
<td>Install generators at the Ground Water Recovery Plant. Work includes foundation, electrical, transfer switch per plans and specifications.</td>
<td>LS</td>
<td>1</td>
<td>204,115</td>
<td>204,115</td>
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<tr>
<td>3.</td>
<td>Construct site and electrical modifications to the Kinoshita Well site as shown on plans C-2, E-7, and E8. Place portable generators at Kinoshita Well Site.</td>
<td>LS</td>
<td>1</td>
<td>108,069</td>
<td>108,069</td>
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<tr>
<td>4.</td>
<td>Replace 4&quot; AC / 6&quot; AB with 6&quot; Deep 3/4&quot; Crushed Rock at Kinoshita Well site. (Alternate Bid Item)</td>
<td>LS</td>
<td>1</td>
<td>21,102</td>
<td>21,102</td>
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<td>5.</td>
<td>Construct site and electrical modifications to the Tirador Well site per plans and specifications.</td>
<td>EA</td>
<td>1</td>
<td>28,974</td>
<td>28,974</td>
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<tr>
<td>6.</td>
<td>Construct site and electrical modifications to the SJBA 2 Well site per plans and specifications.</td>
<td>LS</td>
<td>1</td>
<td>9,709</td>
<td>9,709</td>
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<td>7.</td>
<td>Construct site and electrical modifications to the CVWD #1 Well site per plans and specifications.</td>
<td>LS</td>
<td>1</td>
<td>5,394</td>
<td>5,394</td>
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<td>8.</td>
<td>Construct site and electrical modifications to the South Cooks Well site per plans and specifications.</td>
<td>LS</td>
<td>1</td>
<td>5,394</td>
<td>5,394</td>
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<td>9.</td>
<td>Construct electrical modifications to the SJBA #4 Well site per plans and specifications.</td>
<td>LS</td>
<td>1</td>
<td>3,236</td>
<td>3,236</td>
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<tr>
<td>10.</td>
<td>Construct electrical modifications Well Site #5A per plans and specifications.</td>
<td>LS</td>
<td>1</td>
<td>2,157</td>
<td>2,157</td>
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<td>ITEM NO.</td>
<td>ITEM DESCRIPTION</td>
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<td>ITEM UNIT COST</td>
<td>TOTAL ITEM COST</td>
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<tr>
<td>11.</td>
<td>Install UPS at well sites per sheet E-7, note 7.</td>
<td>EA</td>
<td>7</td>
<td>5,41</td>
<td>19,518</td>
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<td>12.</td>
<td>VFD at Dance Hall well per plans and specifications.</td>
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<td>39,916</td>
<td>39,916</td>
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<tr>
<td>13.</td>
<td>Supply and install all work items shown on the plans, or called for in the specifications but not included in the items listed above.</td>
<td>LS</td>
<td>1</td>
<td>3,236</td>
<td>3,236</td>
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**TOTAL BID PRICE (BID ITEMS 1 THRU 18):**

$458,918

**Total Bid amount in written format:** EIGHTEEN DOLLARS
September 3, 2013

Mr. Stephen Liao, P.E.
City of San Juan Capistrano
32400 Paseo Adelanto
San Juan Capistrano, CA 92675

Subject: Protest to Award Letter- City of San Juan Capistrano-
Emergency Generator Construction Project.

Dear Mr. Liao:

California Building Evaluation & Construction, Inc. would like to thank
you for giving us the opportunity to provide the City of San Juan
Capistrano with a bid for the Emergency Generator Construction
Project.

As discussed, after a quick review of the bid results and checking the
tabulation bid results for the above referenced project, we strongly
believe the apparent low bidder has made many fatal mistakes in
submitting his bid, as requested by the contract bid documents, which
should not and cannot be overlooked by the City of San Juan
Capistrano.

I was hoping that you could take a few minutes from your busy
schedule this afternoon to review these items listed below. We feel
that our bid was very thorough and responsible. Consider that the
bidder directly below us is about $100,000.00 lower and the one
above us was about $20,000.00 & we all had the same sets of plans
and specs to bid from.
We understand from the bidding plans and specs provided by the City of San Juan Capistrano that all bidders shall furnish all labor services, materials, tools, equipment, supplies, transportation, utilities and all other items and facilities necessary for the completion of the installation of emergency generators at various locations within the City of San Juan Capistrano. Two 600 kW generators will be installed at the Ground Water Recovery Plant including manual transfer switches and other facilities for seven trailer mounted generators will be installed at groundwater wells.

From the above-general description of the scope of work, we have listed below a few of the items that were part of the project scope of work, we feel there might be an oversight on the scope of work expected of the low bidder. Please qualify the low bidder and make sure you are comparing apples to apples.

1-Demolition and removal.
2-Excavation and compaction.
3-Survey.
4-Grading.
5-Install generators, ATS, etc.
6-Haul off excess material.
7-Clear & grubbing.
8-Concrete and re-paving including saw-cutting.
9-Insurance & bonding.
10-Electrical work and trenching including back-filling.
11-Landscaping.
12-Erosion control.
13-General conditions & supervision.

Please take a second and look at the apparent low bidder number as we strongly believe that he has made a mistake since the numbers do not reconcile using prevailing wages as required by the bid document.

Therefore, the above listed information required should make the apparent low bidder bid non-responsive.

California Building Evaluation & Construction, Inc. (CBE&C) contends that these issues are too major for the City of San Juan Capistrano to overlook and ignore as it affects and alters the bidders’ outcome. This also would undermine the public and competitive bid system. Once again, and at the request of our subcontractors, California Building
Evaluation & Construction, Inc. is respectfully requesting that the City of San Juan Capistrano please take a second look at the apparent low bidder's numbers as we strongly believe that he has made a mistake since the numbers do not reconcile using prevailing wages.

Any additional errors or omissions on the part of the other bidders’ bids will be brought up after we have the opportunity to review the bidder bid packages entirely which we still would like you to send us a copy of it please.

Finally, we would like the City of San Juan Capistrano to know that California Building Evaluation & Construction has completed many generators and electrical projects using the same listed subcontractors including having invested countless amounts of time, effort, and resources to put the bid together so that we can win the project and perform the work.

We hope this request does not give you or the City of San Juan Capistrano any hardship and we appreciate your understanding to this important matter and awarding this project to our company and we look forward to working with City of San Juan Capistrano on all its future projects.

As per your request, please make sure to include our protest letter with your recommendation to the city council meeting tonight so the city people are aware of the outcome of the outstanding issue with this bid result.

Should you have any questions or require any additional information, please do not hesitate to contact me at 714-609-7625 or via email at: calbuilding@gmail.com and our fax no is 714) 455-0712.

Yours very truly

[Signature]

Eddie Qader
Project Manager