



CITY COUNCIL
Staff Report

Meeting Date: Sept. 22, 2020

To: Mayor and City Council

From: Scott Chadwick, City Manager

Staff Contact: Steven Stewart, Municipal Projects Manager
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Michael Calderwood, Fire Chief
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Subject: Accepting the Proposals Received, Authorizing Award of a Design-Build Contract, Authorizing Additional Appropriation in an Amount of \$1,433,883 and Denying an Appeal for the Fire Station No. 2 Replacement Project

Recommended Action

Adopt a resolution accepting the proposals received, authorizing award of a design-build contract to Barnhart-Reese Construction, Inc. to provide design-build services for the Fire Station No. 2 Replacement Project, Capital Improvement Program Project No. 4060, for an amount not to exceed \$11,222,472, authorizing additional appropriation in an amount of \$1,433,883, and denying AMG & Associates, Inc.'s appeal.

Executive Summary

The project includes replacement of Fire Station No. 2 and construction of a temporary station one mile away in the Carlsbad City Library parking lot on Dove Lane. Carlsbad voters approved the replacement of Fire Station No. 2 in 2016.

On April 21, 2020, the City Council adopted Resolution No. 2020-065 approving the preliminary design plans and specifications for the project and authorizing the city clerk to advertise for a design-build proposal solicitation.

Accordingly, a request for qualifications was advertised on the city website on April 22. Staff received four statements to review and found all four design-build teams to be qualified for the work based on the criteria published in the request, according to Carlsbad Municipal Code Section 3.28.085(E). Staff then issued a request for proposals to the four qualified firms.

On Aug. 5, 2020, staff received and evaluated two proposals as outlined in Municipal Code Section 3.28.085(F). Staff recommends award of a design-build contract to Barnhart-Reese based on its proposal, which was the lowest responsive and responsible proposal received.

The City Council's authorization and award of this contract is required under Municipal Code Section 3.28.080(I) because the estimated value of this contract is greater than \$200,000.

Discussion

History of the project

November 2016 - 71% of City of Carlsbad voters approved Measure O, which authorized the use of general fund money to replace Fire Station No. 2.

July 11, 2017 - The City Council adopted Resolution No. 2017-134, which authorized an agreement with Domusstudio Architecture, Inc. to develop preliminary design plans and specifications for replacement of Fire Station No. 2 and construction of a temporary fire station.

July 12, 2018 - The preliminary design plans and specifications were completed and submitted to the City of Carlsbad for review, approval and permitting.

Nov. 26, 2019 - City staff completed their review and approval of the plans and specifications and permit applications and submitted the documents to the State of California, as required by the California Environmental Quality Act, Chapter 2.6, Section 21091(B) for public review before the Planning Commission hearing date.

Feb. 19, 2020 - The Planning Commission adopted Resolution No. 7360, which approved the conditional use permit, special use permit and variance required for the new fire station, and Resolution No. 7361, which approved the conditional use permit and coastal development permit for the temporary fire station.

April 21, 2020 - The City Council adopted Resolution No. 2020-065 approving the preliminary design plans and specifications for the project and authorizing the city clerk to advertise for a design-build proposal solicitation.

Required criteria

Carlsbad Municipal Code Section 3.28.085 sets forth the criteria to be used for design-build proposal solicitations. Paragraph E in this section relates to prequalification criteria and paragraph F relates to selection criteria. The first two options in paragraph F allow for a best value selection, using basic project information outlined only by either performance specifications and criteria, or program requirements, performance specifications and project requirements. In both options, the proposal price is only one consideration.

The third option in paragraph F allows for a selection based solely on the lowest responsible and reliable proposal price. This third option is to be used in a procurement with much more specific program and design detail. Given the specific program and design detail in the construction documents for this project, staff used this third option, Municipal Code Section 3.28.085, paragraph (F)(3).

Proposals and selection

On April 22, 2020, a request for qualifications was advertised on the city website. The city received four responses to this solicitation on June 10, 2020, and staff found all four respondents to be qualified for the work of the project based on the criteria published in the request and in keeping with CMC Section 3.28.085(E).

Staff issued a request for proposals to the four qualified firms on June 19, 2020. Two firms withdrew from the competition. The city received proposals from the two remaining firms on Aug. 5, 2020, and staff evaluated them in keeping with Section 3.28.085(F)(3). The proposal values obtained are presented in the table below:

Design-build firm	Proposal value
Barnhart-Reese Construction, Inc., Delawie Architects, Inc.	\$11,222,472
AMG & Associates, Inc., LPA, Inc.	\$12,137,000
ECC Constructors, Inc., Jeff Katz Architecture, Inc.	No proposal provided
Erickson-Hall Construction, Inc., WLC Architects, Inc.	No proposal provided

Barnhart-Reese Construction, Inc and Delawie Architects is the apparent lowest price proposer.

Appeal letter

On Aug. 21, 2020, an appeal letter was received (Exhibit 3) from AMG & Associates, the company with the second lowest proposal price. The letter stated several objections, including an objection to the way the total proposal value was submitted. AMG argues that its written proposal value, presented as its total proposed lump sum price, was less than the value of Barnhart-Reese Construction’s proposal, and should be accepted on that basis.

However, the request for proposals states in paragraph 13.1.10.2, that “... the sum of all lump sum line items will govern over the ‘Total Proposed Lump Sum Price’ line item.” Staff added the lump sum line items for each bidder and found that AMG had made a calculation error, resulting in a discrepancy in the value of its proposal. Specifically, the sum of AMG’s line items (\$12,137,000) is greater than those of Barnhart-Reese (\$11,222,472). Staff also noted that Addendum No. 4 to the request for proposals, which was issued July 29, 2020, instructed both companies to write on their proposal forms, on the line above Temporary Station, a \$50,000 allowance for potential SDG&E design fees and to make sure this value was included in their proposals. Barnhart-Reese Construction wrote in this value, but AMG did not.

Staff reviewed AMG’s appeal letter and researched the issue. The contract documents clearly detail the method for calculating the total proposed lump sum price. Staff has also explained to AMG the bid discrepancy and staff’s resulting recommendation to the City Council. Moreover, case law requires the city use the mathematically correct sum of all AMG’s line items. A bid that “substantially conforms to a call for bids may, though it is not strictly responsive, be accepted if the variance cannot have affected the amount of the bid or given a bidder an advantage or benefit not allowed other bidders or, in other words, if the variance is inconsequential.” (1996) *Ghilotti Construction Co. v. City of Richmond*, 45 Cal.App.4th 897, 904-05.

AMG’s mathematical error directly affects the amount of its bid. AMG would gain an unfair advantage over Barnhart-Reese if the City awarded the design-build contract to AMG because the dollar amount of AMG’s bid, when calculated pursuant to section 13.1.10.2 of the RFP, is actually greater than the dollar amount of Barnhart-Reese’ bid.

This mathematical discrepancy also provides AMG another benefit unavailable to other bidders – the “Relief of Bidders” section, beginning at section 5100 of the Public Contract Code. If the

city awarded AMG the design-build contract, AMG could pursue relief under this section given its line item discrepancy and its failure to include the \$50,000 SDG&E allowance. However, this remedy would likely be unavailable to Barnhart-Reese given the absence of mathematical discrepancies in its bid.

Following section 13.1.10.2 of the request for proposal resolves much of the ambiguity presented in AMG's bid. By basing its analysis on the total of AMG's line items (\$12,137,000), the city thereby complies with the Legislature's intent in enacting the Public Contract Code, which includes "ensuring full compliance with competitive bidding statutes as a means of protecting the public from misuse of public funds," "providing all qualified bidders with a fair opportunity to enter the bidding process, thereby stimulating competition in a manner conducive to sound fiscal practices," and "eliminating favoritism, fraud, and corruption in the awarding of public contracts." (2000) *Kajima/Ray Wilson v. Los Angeles County Metropolitan Transp. Authority*, 23 Cal.4th 305, 314

Staff's recommendation

Staff recommends award of a design-build contract to Barnhart-Reese Construction because it was the responsive and responsible company providing the lowest proposal price for this project. Staff also recommends that the city manager, or designee, be authorized to approve construction change orders up to \$1,122,247. Accordingly, staff recommends denying AMG's appeal as described in its August 21, 2020 letter.

City Council authorization of this contract is required under CMC Section 3.28.080(I) because the estimated value of this project is greater than \$200,000. The city manager has recommended in writing the use of design-build procurement for this project as required by CMC Section 3.28.085.

Fiscal Analysis

The contract with Barnhart-Reese Construction, Inc. is for an amount not to exceed \$11,222,472. General capital construction funding has been previously appropriated for the project as shown in the table below. However, there is an insufficient amount in general capital construction funds appropriated to the project, and an additional \$1,433,883 is needed for completion. Staff is recommending that the additional appropriation of \$1,433,883 be funded with infrastructure replacement funds, as the General Capital Construction Fund cannot absorb this increase without receiving a transfer from the General Fund.

City of Carlsbad Fire Station No. 2 Replacement, Capital Improvement Program Project No. 4060	
Total appropriation to date – General Capital Construction Fund	\$13,000,000
Total expenditures and encumbrances to date	\$954,579
Current project account balance – CIP Project No. 4060	\$12,045,421
Design-build construction contract	\$11,222,472
Construction contingency (estimated)	\$1,122,247
Construction management, inspection, material testing and other support services (estimated)	\$1,134,585
Total estimated project costs	\$13,479,304
Remaining balance after CIP Project No. 4060	(\$1,433,883)
Additional appropriation needed – Infrastructure Replacement Fund	\$1,433,883

Next Steps

Once contract documents are fully executed and a purchase order is issued, staff will schedule a pre-construction meeting with Barnhart-Reese and issue a notice to proceed. The duration of the construction contract is 550 calendar days, excluding rain days and change orders that may extend the contract duration.

Environmental Evaluation (CEQA)

The project has been reviewed under the terms of the California Environmental Quality Act and the Environmental Protection Ordinance (Title 19) of the Carlsbad Municipal Code. The environmental impact assessment prepared in conjunction with the project identified potentially significant impacts to cultural resources, as well as exposure of people to noise. Mitigation measures have been incorporated into the preliminary design of the project or have been placed as conditions of approval so that all potentially significant impacts have been mitigated to below a level of significance. Consequently, a notice of intent to adopt a mitigated negative declaration and mitigation monitoring and reporting program was published by the city planner on Feb. 19, 2020.

Public Notification and Outreach

Public notice of this item was posted in keeping with the Ralph M. Brown Act and it was available for public viewing and review at least 72 hours before the scheduled meeting date.

The public will be notified of construction activities before construction begins with signage, email notices, website postings and messages on other city communication channels. The construction contractor will also be required to notify the public of construction activities via door hangers, as necessary.

Exhibits

1. Resolution
2. Location map
3. AMG & Associates' appeal to City Council

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARLSBAD, CALIFORNIA, ACCEPTING THE PROPOSALS RECEIVED, AUTHORIZING AWARD OF A DESIGN-BUILD CONTRACT TO BARNHART-REESE CONSTRUCTION, INC. TO PROVIDE DESIGN-BUILD SERVICES FOR THE FIRE STATION NO. 2 REPLACEMENT PROJECT, CAPITAL IMPROVEMENT PROGRAM (CIP) PROJECT NO. 4060 (PROJECT), FOR AN AMOUNT NOT TO EXCEED \$11,222,472, AUTHORIZING ADDITIONAL APPROPRIATION IN AN AMOUNT OF \$1,433,883, AND DENYING AMG & ASSOCIATES, INC.'S APPEAL.

WHEREAS, in November 2016, City of Carlsbad voters approved Measure O to rebuild Fire Station No. 2; and

WHEREAS, City Council has appropriated a total of \$13,000,000 from the General Capital Construction Fund for the Project by adopting Resolutions No. 2016-130, 2017-108, 2018-093 and 2019-092 approving the CIP for fiscal years (FY) 2016-17 (\$50,000), FY 2017-18 (\$1,000,000), FY 2018-19 (\$9,500,000) and FY 2019-20 (\$2,450,000), respectively; and

WHEREAS, on Feb. 19, 2020, the Planning Commission adopted Resolution No. 7360, approving the conditional use permit, special use permit and variance required for the new fire station, and Resolution No. 7361 approving the conditional use permit and coastal development permit for the temporary fire station in the Carlsbad City Library parking lot on Dove Lane; and

WHEREAS, on April 21, 2020, City Council adopted Resolution No. 2020-065 approving the preliminary design plans and specifications and authorizing the city clerk to advertise for a design-build proposal solicitation; and

WHEREAS, on April 22, 2020, in accordance with California Municipal Code (CMC) Section 3.28.085, staff posted a Request for Qualifications (RFQ) on the city website for solicitation of qualifications from prospective design-build firms and received four responses; and

WHEREAS, on June 19, 2020, in accordance with CMC Section 3.28.085, staff posted a Request for Proposals (RFP) on the city website for the four qualified design-build firms and subsequently received two proposals; and

WHEREAS, staff has reviewed the RFP responses and found that Barnhart-Reese Construction, Inc. (BRC) submitted the lowest responsive and responsible proposal price for the Project in an amount of \$11,222,472; and

WHEREAS, the second lowest bidder, AMG & Associates, Inc., has filed an appeal letter objecting to the City's application of section 13.1.10.2 of the RFP in response to a mathematical error in the second lowest bidder's bid; and

WHEREAS, staff has reviewed the appeal letter and the second lowest bidder's bid. The mathematical error directly affects the amount of its bid. Contrary to the principles described in the case of *Ghilotti Construction Co. v. City of Richmond*, 45 Cal.App.4th 897, the second lowest bidder would gain an unfair advantage over BRC if the City awarded the design-build contract to the second lowest bidder because the dollar amount of that bid, when calculated pursuant to section 13.1.10.2 of the RFP, is greater than the dollar amount of BRC's bid; and

WHEREAS, applying section 13.1.10.2 of the RFP to resolve this ambiguity complies with the Legislature's intent in enacting the Public Contract Code as described in the case of *Kajima/Ray Wilson v. Los Angeles County Metropolitan Transp. Authority*, 23 Cal.4th 305, 314; and

WHEREAS, staff recommends that the bid appeal letter by the second lowest bidder be denied; and

WHEREAS, an additional appropriation of \$1,433,883 in funding is required and has been approved from the Infrastructure Replacement Fund and authorized for the Project; and

WHEREAS, CMC Sections 3.28.040(C)(5) and 3.28.090(B) authorize the city manager to approve change orders in an amount equal to the contingency set at the time of Project award (\$1,122,247); and

WHEREAS, on Feb. 19, 2020, the city planner reviewed the Project pursuant to the California Environmental Quality Act and the Environmental Protection Ordinance (Title 19) of the CMC and published a Notice of Intent to adopt a Mitigated Negative Declaration and Mitigation Monitoring and Reporting Program.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Carlsbad, California, as follows:

1. That the above recitations are true and correct.
2. That the bid appeal letter by the second low bidder (AMG & Associates, Inc.) is denied.
3. That the lowest proposal value of \$11,222,472 submitted by BRC for the Project is accepted, and the mayor is hereby authorized to execute a design-build contract for the Project (attached as Attachment A).
4. That the city manager or designee is hereby authorized to approve construction change orders up to the amount of \$1,122,247 for the Project.
5. That the deputy city manager, administrative services, or designee, is hereby authorized and directed to appropriate additional funding from the Infrastructure Replacement Fund to the Project in the amount of \$1,433,883.
6. That the city planner has reviewed the Project pursuant to the California Environmental Quality Act and the Environmental Protection Ordinance (Title 19) of the Carlsbad

Municipal Code and published a Notice of Intent to adopt a Mitigated Negative Declaration and Mitigation Monitoring and Reporting Program.

7. That the award of this contract is contingent upon BRC executing the required contract and submitting the required bonds and insurance policies as described in the contract, within 20 days of adoption of this Resolution. The city manager may grant reasonable extensions of time to execute the contract and assemble the required bonds and insurance policies.

PASSED, APPROVED AND ADOPTED at a Regular Meeting of the City Council of the City of Carlsbad on the __ day of _____, 2020, by the following vote, to wit:

AYES:

NAYS:

ABSENT:

MATT HALL, Mayor

BARBARA ENGLESON, City Clerk

(SEAL)

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NAME OF BIDDER: Barnhart-Reese Construction, Inc.

This Contract No. RFP20-1124FAC is made and entered into this _____ day of _____, 2020, by and between the City of Carlsbad, a municipal

corporation hereinafter called "City," and Barnhart-Reese Construction, Inc. (hereinafter called "Design-Builder"), whose principal place of business is 10805 Thornmint Road, Suite 200, San Diego, CA 92127. The term "Design-Builder" includes his or her agents, representatives, employees, or subcontractors of any tier.

WITNESSETH: That the parties hereto have mutually covenanted and agreed, and by these presents do covenant and agree with each other as follows:

SCOPE OF WORK.

The Design-Builder shall perform all work within the time stipulated in the Contract, and shall provide all labor, materials, equipment, tools, utility services, and transportation to complete all of the work required in strict compliance with the Contract Documents for the following:

NAME OF PROJECT: Fire Station No. 2 Replacement and Temporary Station ("Project")

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

TIME OF COMPLETION.

Time is of the essence in the performance of the Work. The Work shall be commenced on the date stated in the City's Notice to Proceed. The Design-Builder shall complete all Work required by the Contract Documents within **425 calendar** days from the commencement date stated in the Notice to Proceed. The phrase "calendar day" as used here in the Contract has the meaning of consecutive days. The phrase "working day" as used in this Contract, shall have the same meaning as otherwise defined in Section 6-7.2 of the General Provisions. By its signature hereunder, Design-Builder agrees the time for completion set forth above is adequate and reasonable to complete the Work.

CONTRACT PRICE.

The City shall pay to the Design-Builder as full compensation for the performance of the Contract, subject to any additions or deductions made in accordance with the Contract Documents, and including all applicable taxes and costs, the sum of Eleven Million, Two Hundred Twenty-Two Thousand, Four Hundred Seventy Two Dollars and Zero Cents

Dollars (\$ 11,222,472.00). Payment shall be made as set forth in Section 9 of the General Provisions.

The Engineer will close the estimate of work completed for progress payments on the last working day of each month. The City shall withhold retention as required by Public Contract Code section 9203.

LIQUIDATED DAMAGES.

In accordance with Government Code section 53069.85, it is agreed that the Design-Builder will pay the City the sum of \$1,000 for each and every consecutive calendar day of delay beyond the time of completion prescribed in the Contract, as Liquidated Damages and not as a penalty or forfeiture. If this is not paid, the Design-Builder agrees the City may deduct that amount from any money due or that may become due the Design-Builder under the Contract. This Article does not exclude recovery of other damages specified in the Contract Documents.

CONTRACT DOCUMENTS

The "Contract Documents" includes the following:

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- Notice Inviting Bids
- Instructions to Bidders
- Bid Form
- Bid Bond or Bid Security
- Proposed Subcontractors
- Bidder Information
- Certificate of Insurance
- Statement of Non-debarment
- Disclosure of Discipline Record
- Non-Collusion Affidavit
- Public Works Contractor Registration Certification
- Contract
- All Addenda
- Labor and Materials Bond
- Faithful Performance and Warranty Bond
- Optional Escrow Agreement (if applicable)
- City of Carlsbad General Provisions – Design-Build
- Project Criteria
- Technical Specifications for the project
- Plans and Drawings
- Permits
- City of Carlsbad, “Standard Specifications and Drawings,” as last revised
- Standard Specifications for Public Works Construction “Greenbook”, latest edition and including all errata
 - Part 1 General Provisions
 - Part 2 to Part 8 (Construction Materials, Construction Methods, Existing Improvements, Pipeline System Rehabilitation, Temporary Traffic Control, Street Lighting and Traffic Signal Systems, Landscaping and Irrigation)
- Standard Plans for Public Works Construction, latest edition and including all errata
- Applicable Local Agency Standards and Specifications, as last revised
- Approved and fully executed change orders
- Any other documents contained in or incorporated by reference into the Contract Documents

The Design-Builder shall complete the Work in strict accordance with the Contract Documents as indicated, specified, and implied. The requirements of the various sections or documents comprising the Contract Documents are intended to be complementary. Work required by one of the Contract Documents and not by others shall be done as if required by all. Any items of Work not indicated or specified, but which are essential to the completion of the Work, shall be provided at the Design-Builder's expense to fulfill the intent of said documents. In all instances through the life of the Contract, the City will be the interpreter of the intent of the Contract Documents, and the City's decision relative to said intent will be final and binding. Failure of the Design-Builder to apprise subcontractors and materials suppliers of this condition of the Contract will not relieve responsibility of compliance. This Contract shall supersede any prior agreement of the parties.

PAYMENT

For all compensation for Design-Builder's performance of Work under this Contract, City shall make payment to the Design-Builder per the General Provisions of this Contract. The Engineer will close the

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estimate of Work completed for progress payments on the last working day of each month. The City shall withhold retention as required by Public Contract Code section 9203.

INDEPENDENT INVESTIGATION

Design-Builder has made an independent investigation of the jobsite, the soil conditions at the jobsite, and all other conditions that might affect the progress of the Work and is aware of those conditions. The Contract price includes payment for all Work that may be done by Design-Builder, whether anticipated or not, in order to overcome underground conditions. Any information that may have been furnished to Design-Builder by City about underground conditions or other job conditions is for Design-Builder's convenience only, and City does not warrant that the conditions are as thus indicated. Design-Builder is satisfied with all job conditions, including underground conditions and has not relied on information furnished by City.

HAZARDOUS WASTE AND OTHER UNUSUAL CONDITIONS

If the Contract involves digging trenches or other excavations that extend deeper than four feet below the surface Design-Builder shall promptly, and before the following conditions are disturbed, notify City, in writing, of any:

- A. **Hazardous Waste.** Material that Design-Builder believes may be material that is hazardous waste, as defined in section 25117 of the Health and Safety Code that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law.
- B. **Differing Conditions.** Subsurface or latent physical conditions at the site differing from those indicated.
- C. **Unknown Physical Conditions.** Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract.

Design-Builder acknowledges review and receipt of the Hazardous Building Materials Survey, attached to the RFP as Attachment H. Design-Builder shall abate all hazardous materials identified in Attachment H, and other hazardous waste identified at the Project, consistent with all applicable law. Regarding those conditions unrelated to Attachment H, the City shall promptly investigate those conditions. City shall issue a change order under the procedures described in this Contract if City finds that the conditions:

1. do materially differ from those conditions referenced in Attachment H, or
2. do involve other hazardous waste unrelated to Attachment H, and
3. such discovery causes a decrease or increase in Design-Builder's costs of, or the time required for, performance of any part of the Work.

If a dispute arises between City and Design-Builder whether the conditions (1) materially differ from those identified in Attachment H, or (2) involve additional hazardous waste unrelated to Attachment A, or (3) cause a decrease or increase in the Design-Builder's cost of, or time required for, performance of any part of the Work, Design-Builder shall not be excused from any scheduled completion date provided for by the Contract, but shall proceed with all Work to be performed under the Contract. Design-Builder shall retain any and all rights provided either by this Contract or by law which pertain to the resolution of disputes and protests between the contracting parties.

IMMIGRATION REFORM AND CONTROL ACT

Design-Builder certifies it is aware of the requirements of the Immigration Reform and Control Act of 1986 (8 USC sections 1101-1524) and has complied and will comply with these requirements, including,

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but not limited to, verifying the eligibility for employment of all agents, employees, subcontractors, and consultants that are included in this Contract.

PREVAILING WAGES.

Pursuant to the California Labor Code, the director of the Department of Industrial Relations has determined the general prevailing rate of per diem wages in accordance with California Labor Code, section 1773. A copy of a schedule of said general prevailing wage rates is available at <http://www.dir.ca.gov>, on file in the office of the City Engineer and is incorporated by reference in this Contract. Pursuant to California Labor Code, section 1774, Contractor shall pay prevailing wages. Contractor shall post copies of all applicable prevailing wages on the job site. Contractor shall comply with California Labor Code, section 1776, which generally requires keeping accurate payroll records, verifying and certifying payroll records, and making them available for inspection. Contractor shall require all subcontractors to comply with Section 1776.

INDEMNIFICATION.

For that portion of the Work governed by Civil Code section 2782.8:

- A. Design-Builder shall assume the defense of, pay all expenses of defense that do not exceed the Design-Builder's proportionate percentage of fault, and indemnify and hold harmless the City, and its officers and employees, from all claims, loss, damage, injury and liability related to Design-Builder's negligence, recklessness, or willful misconduct, directly or indirectly arising from or in connection with the performance of the Contract or Work; or from any failure or alleged failure of Design-Builder's negligence, recklessness, or willful misconduct to comply with any applicable law, rules or regulations including those relating to safety and health; except for loss or damage caused by the sole or active negligence or willful misconduct of the City. The expenses of defense include all costs and expenses including attorneys' fees for litigation, arbitration, or other dispute resolution method that do not exceed the Design-Builder's proportionate percentage of fault.

Design-Builder shall also defend and indemnify the City against any challenges to the award of the Contract to Design-Builder to the extent such challenges relate to Design-Builder's negligence, recklessness, or willful misconduct, and Design-Builder will pay all costs, including defense costs for the City that do not exceed the Design-Builder's proportionate percentage of fault. Defense costs include the cost of separate counsel for City, if City requests separate counsel.

Design-Builder shall also defend and indemnify the City against any challenges to the award of the Contract to Design-Builder, arising in whole or in part from alleged inaccuracies or misrepresentation by the Design-Builder to the extent such challenges relate to Design-Builder's negligence, recklessness, or willful misconduct, and Design-Builder will pay all costs, including defense costs for the City that do not exceed the Design-Builder's proportionate percentage of fault. Defense costs include the cost of separate counsel for City, if City requests separate counsel.

For that portion of the Work not governed by Civil Code section 2782.8:

- B. Design-Builder shall assume the defense of, pay all expenses of defense, and indemnify and hold harmless the City, and its officers and employees, from all claims, loss, damage, injury and liability of every kind, nature and description, directly or indirectly arising from or in connection with the performance of the Contract or work; or from any failure or alleged failure of Design-Builder to comply with any applicable law, rules or regulations including those relating to safety and health; and from any and all claims, loss, damages, injury and liability, howsoever the same may be caused, resulting directly or indirectly from the nature of the work covered by the Contract, except for loss or damage caused by the sole or active negligence or

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willful misconduct of the City. The expenses of defense include all costs and expenses including attorneys' fees for litigation, arbitration, or other dispute resolution method.

Design-Builder shall also defend and indemnify the City against any challenges to the award of the contract to Design-Builder, and Design-Builder will pay all costs, including defense costs for the City. Defense costs include the cost of separate counsel for City, if City requests separate counsel.

Design-Builder shall also defend and indemnify the City against any challenges to the award of the contract to Design-Builder, arising in whole or in part from alleged inaccuracies or misrepresentation by the Design-Builder, whether intentional or otherwise, and Design-Builder will pay all costs, including defense costs for the City. Defense costs include the cost of separate counsel for City, if City requests separate counsel.

INSURANCE

Design-Builder shall procure and maintain for the duration of the Contract insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the Work hereunder by the Design-Builder, his or her agents, representatives, employees or subcontractors. Said insurance shall meet the City's policy for insurance as stated in City Council Policy # 70.

A. Coverages and Limits: Design-Builder shall maintain the types of coverages and minimum limits indicated herein:

1. **Commercial General Liability (CGL) Insurance:** Insurance Services Office (ISO) Form CG 00 01 covering CGL written on an "occurrence" basis, including products-completed operations, personal & advertising injury, with limits no less than \$5,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
2. **Business Automobile Liability Insurance:** \$5,000,000 combined single limit per accident for bodily injury and property damage. In addition, the auto policy must cover any vehicle used in the performance of the Contract, used onsite or offsite, whether owned, non-owned or hired, and whether scheduled or non-scheduled.
3. **Workers' Compensation and Employers' Liability Insurance:** Workers' compensation limits as required by the Labor Code of the State of California and Employers' Liability limits of \$1,000,000 per incident. Workers' compensation offered by the State Compensation Insurance Fund is acceptable to the City.
4. **Professional Errors and Omissions Insurance:** Throughout the duration of this Contract and four (4) years thereafter, the Design Engineer shall maintain professional errors and omissions insurance (professional liability) for Work performed in connection with this Contract in the minimum amount of five million dollars (\$5,000,000). Design-Builder shall provide evidence of compliance with these insurance requirements by providing a Certificate of Insurance.
5. **Builders Risk (Course of Construction):** Throughout the design-build period until final completion of the Project, a Project specific Builder's Risk (Course of Construction) insurance policy, covering all Work other than design (including testing and commissioning) at the Project site, while in transit and at any temporary off-site location; all materials supplies, machinery, fixtures and equipment intended to become a permanent part of the Project or for permanent use in the Project or incidental to the

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construction; all temporary structures that are to be used in or incidental to the fabrication, erection, testing, or completion of the Project to the extent the cost thereof is included in the Work upon which the contract price is based, while on or about the Project site awaiting or during construction. The Builder's Risk policy:

- a) shall be written on a completed value basis in an amount not less than the full replacement value of the Project (\$13,000,000);
- b) shall be written on an "All Risk" (Special Perils) coverage form, including reinstatement of limit after loss and no coinsurance penalty provisions;
- c) shall specifically cover loss or damage arising out of faulty workmanship or materials or design error;
- d) shall include coverage for delay costs to a maximum amount of \$1,000 per day to include loss of revenue, loss of investment income, continued payment of debt service, and the costs of Project redesign if a covered loss ensues as a result of a design error.

The City shall provide information as reasonably requested by the Design-Builder or insurance company, where necessary to complete insurance applications. The Builder's Risk insurance policy shall extend until final completion of the Project.

6. **Pollution/Environmental Impairment Liability:** \$2,000,000 per loss and annual aggregate applicable to bodily injury; property damage, including loss of use of damaged property or of property that has not been physically damaged or destroyed; clean-up costs, including first party cleanup of the City's property and third party cleanup, and bodily injury costs if Project pollutants impact other properties; and defense, including costs, fees and expenses incurred in the investigation, defense, or resolution of claims. Coverage shall include completed operations and shall apply to sudden and non-sudden pollution conditions. Coverage shall apply to construction activities and to acts, errors or omissions arising out of, or in connection with, Design-Builder's scope of work under this Contract. Coverage shall also apply to non-owned deposit sites or "NODS" that shall protect against, for example, claims regarding bodily injury, property damage, or cleanup costs involving NODS. Coverage may be arranged under a Design-Builder's Pollution Liability policy, as part of a Professional Liability policy, by any combination thereof, or by other insurance meeting the requirements of Section 12, if pollution liability coverage is provided for both construction activities and professional services. Coverage shall include transport and disposal of contaminants (including asbestos and lead) and shall include liability assumed under contract. Coverage is preferred by the City to be occurrence based. However, if provided on a claims-made basis, Design-Builder warrants that any retroactive date applicable to coverage under the policy precedes the effective date of this Contract, and that continuous coverage shall be maintained or an extended discovery period will be exercised for a period of five (5) years beginning from the time Work under this Contract is completed.

DESIGN BUILD AGREEMENT FORM

- B. Additional Provisions:** Design-Builder shall ensure that the policies of insurance required under this Contract with the exception of Workers' Compensation, Pollution Liability and Business Automobile Liability Insurance contain, or are endorsed to contain, the following provisions:
1. The City, its officials, employees, and volunteers are to be covered as additional insured as respects: liability arising out of activities performed by or on behalf of the Design-Builder; products and completed operations of the Design-Builder; premises owned, leased, hired or borrowed by the Design-Builder. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officials, employees or volunteers. All additional insured endorsements must be evidenced using separate documents attached to the certificate of insurance; one for each company affording general liability, and employers' liability coverage.
 2. The Design-Builder's insurance coverage shall be primary insurance as respects the City, its officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its officials, employees or volunteers shall be in excess of the Design-Builder's insurance and shall not contribute with it.
 3. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its officials, employees or volunteers.
 4. Coverage shall state that the Design-Builder's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- C. Notice of Cancellation:** Each insurance policy required by this Contract shall be endorsed to state that coverage shall not be nonrenewed, suspended, voided, canceled, or reduced in coverage or limits except after ten (10) days' prior written notice has been sent to the City by certified mail, return receipt requested.
- D. Deductibles and Self-Insured Retention (S.I.R.) Levels:** Any deductibles or self-insured retention levels must be declared to and approved by the City. At the option of the City, either: the insurer shall reduce or eliminate such deductibles or self-insured retention levels as respects the City, its officials and employees; or the Design-Builder shall procure a bond guaranteeing payment of losses and related investigation, claim administration and defense expenses.
- E. Waiver of Subrogation:** All policies of insurance required under this Contract shall contain a waiver of all rights of subrogation the insurer may have or may acquire against the City or any of its officials, employees, or volunteers.
- F. Subcontractors:** Design-Builder shall include all subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. Coverages for subcontractors shall be subject to all requirements stated in this Section 12.
- G. Acceptability of Insurers:** Insurance must be placed with insurers admitted to conduct the business of insurance in the State of California that have a rating in Best's Key Rating Guide of at least A-: VII, or with a surplus line carrier appearing on the List of Approved Surplus Line Insurers, ("LASLI") with a Best's Key Rating Guide of at least A: X. Insurers, and corresponding policies required by this Section, must also comply with all other aspects of City Council Policy # 70.

DESIGN BUILD AGREEMENT FORM

- H. **Verification of Coverage:** Design-Builder shall furnish the City with certificates of insurance and original endorsements affecting coverage required by this Contract. The certificates and endorsements for each insurance policy required by the Contract must be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements must be in forms approved by the City and must be received and approved by the City before the Contract is executed by the City.
- I. **Cost of Insurance:** The Cost of all insurance required under this Contract shall be included in the Design-Builder's bid.
- J. **Errors and Omissions:** If the City determines that the Design-Builder's negligence, misconduct, errors or omissions in the performance of Work under this Contract has resulted in expense to City greater than would have resulted if there were no such negligence, errors or omissions in the plans or Contract specifications, Design-Builder shall reimburse City for all additional expenses incurred by the City, including engineering, construction or restoration expense. Nothing in this Contract is intended to limit City's rights under any other section of the Contract Documents.

CLAIMS AND LAWSUITS.

All claims by Design-Builder shall be resolved in accordance with Public Contract Code section 9204. In addition, all claims by Design-Builder for \$375,000 or less shall be resolved in accordance with the provisions in the Public Contract Code, Division 2, Part 3, Chapter 1, Article 1.5 (commencing with section 20104). If a conflict arises between section 9204 and Article 1.5, section 9204 shall apply. Notwithstanding the provisions of this section of the Contract, all claims shall comply with the Government Tort Claims Act (section 900 *et seq.*, of the California Government Code) for any claim or cause of action for money or damages prior to filing any lawsuit for breach of this Contract.

- i. **Assertion of Claims.** Design-Builder hereby agrees that any contract claim submitted to the City must be asserted as part of the contract process as set forth in this Contract and not in anticipation of litigation or in conjunction with litigation.
- ii. **False Claims.** Design-Builder acknowledges that if a false claim is submitted to the City, it may be considered fraud and the Design-Builder may be subject to criminal prosecution.
- iii. **Government Code.** Design-Builder acknowledges that California Government Code section 12650 *et seq.*, and the False Claims Act, provides for civil penalties where a person knowingly submits a false claim to a public entity. These provisions include false claims made with deliberate ignorance of the false information or in reckless disregard of the truth or falsity of the information.
- iv. **Penalty Recovery.** If the City of Carlsbad seeks to recover penalties pursuant to the False Claims Act, it is entitled to recover its litigation costs, including attorney's fees.
- v. **Debarment for False Claims.** Design-Builder hereby acknowledges that the filing of a false claim may subject the Design-Builder to an administrative debarment proceeding wherein the Design-Builder may be prevented from further bidding on public contracts for a period of up to five years.

DESIGN BUILD AGREEMENT FORM

- vi. **Carlsbad Municipal Code.** The provisions of Carlsbad Municipal Code sections 3.32.025, 3.32.026, 3.32.027 and 3.32.028 pertaining to false claims are incorporated herein by reference.
- vii. **Debarment from Other Jurisdictions.** Design-Builder hereby acknowledges that debarment by another jurisdiction is grounds for the City of Carlsbad to disqualify the Design-Builder or subcontractor from participating in future contract bidding.
- viii. **Jurisdiction.** Design-Builder agrees and hereby stipulates that the proper venue and jurisdiction for resolution of any disputes between the parties arising out of this Contract is San Diego County, California.

MAINTENANCE OF RECORDS.

Design-Builder shall maintain and make available at no cost to the City, upon request, records in accordance with sections 1776 and 1812 of Part 7, Chapter 1, Article 2, of the Labor Code. If the Design-Builder does not maintain the records at Design-Builder's principal place of business as specified above, Design-Builder shall so inform the City by certified letter accompanying the return of this Contract. Design-Builder shall notify the City by certified mail of any change of address of such records.

LABOR CODE PROVISIONS.

The provisions of Part 7, Chapter 1, commencing with section 1720 of the Labor Code are incorporated herein by reference.

SECURITY.

Securities in the form of cash, cashier's check, or certified check may be substituted for any monies withheld by the City to secure performance of this Contract for any obligation established by this Contract. Any other security that is mutually agreed to by the Design-Builder and the City may be substituted for monies withheld to ensure performance under this Contract.

UNFAIR BUSINESS PRACTICES.

In entering into a public works contract or a subcontract to supply goods, services, or materials pursuant to a public works contract, the Design-Builder or subcontractor offers and agrees to assign to the awarding body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time the awarding body tenders final payment to the Design-Builder, without further acknowledgment by the parties.

PROVISIONS REQUIRED BY LAW AND DESIGN-BUILDER COMPLIANCE.

Each and every provision of law and clause required by law to be inserted in this Contract shall be deemed to be inserted herein and included herein. If, through mistake or otherwise, any such provision is not inserted, or is not correctly inserted, then upon application of either party, the Contract shall forthwith be physically amended to make such insertion or correction. The Design-Builder shall comply with all requirements of applicable federal, state and local laws, rules and regulations, including, but not limited to, the provisions of the California Labor Code and California Public Contract Code which are applicable to the Work.

BIDDER'S BOND CONDITIONS.

DESIGN BUILD AGREEMENT FORM

- A. If the City shall accept the bid or proposal of the Design-Builder within the time specified in the request for proposals ("Proposal"), or within such time period as may be agreed to by the City and Design-Builder, the Design-Builder shall:
1. Enter into a Contract with the City in accordance with the terms of such Proposal.
 2. Provide the City with such performance and payment bonds required by the request for proposals, with a corporate surety admitted in the jurisdiction of the Project and otherwise acceptable to the City.
- B. If Design-Builder fails without cause to perform the obligations of the Bond, then Design-Builder shall pay to the City the difference, not to exceed the amount of the Bond, between the amount specified in the Proposal and such larger amount for which the City may in good faith contract with another party to perform the work covered by said Proposal.
1. Payment of the Bond Amount is the extent of the Surety's liability to the City for default under the Bond.
- C. If Design-Builder shall perform the obligations, then this obligation shall be null and void, otherwise to remain in full force and effect.
- D. The Design-Builder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the City in the Bond Amount set forth above, as provided herein.
- E. Upon default of Design-Builder of the Bond, payment shall be due and payable to the City within thirty (30) calendar days of receipt by both the Design-Builder and Surety of written Notice of Default from the City. The notice shall be given by the City with reasonable promptness, identifying the Bond and the Project and including a statement of the amount due and the basis for such calculation.
- F. The Surety waives notice of, and any defenses based on or arising out of, any time extension to issue Notice of Award agreed to in writing by the City and Design-Builder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed ninety (90) days from the date the Proposal was due. Any further extension of time requires the Surety's written consent.
- G. No suit or action shall be commenced under the Bond prior to thirty (30) calendar days after the Notice of Default required above is received by Design-Builder and Surety and in no case later than one (1) year after Proposal due date.
1. If the Design-Builder declares bankruptcy, the Surety agrees that the Design-Builder is not a necessary or indispensable party to any suit or action by the City against the Surety to enforce the Surety's obligations under the Bond.
- H. If the Bond has been furnished to comply with a statutory requirement in the location where the Project is located, then any provision in the Contract that conflicts with a statutory requirement shall be deemed deleted and replaced by provisions conforming to such statutory requirement. The intent is that the Bond shall be construed as a statutory bond conforming to the applicable statutes.
- I. No right of action shall accrue on the Bond to any person or entity other than the City or its executors, administrators, or successors, unless some other party is named in the Bond as a dual obligee.
- J. Unless otherwise noted on the Bond, written notice under the Bond to Surety, the City or Design-Builder shall be mailed or delivered to the address shown on the first page of the Bond.
- K. The Surety represents that it is admitted to act as an authorized corporate surety in the State of California. Surety and Design-Builder, intending to be legally bound hereby, subject to the

DESIGN BUILD AGREEMENT FORM

terms of the Contract, do each cause the Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

- L. If the Bond is issued in connection with a subcontractor's proposal to a Design-Builder, the term Design-Builder in the Bond shall be deemed to be Subcontractor and the term the City shall be deemed to be Design-Builder.

LABOR AND MATERIALS BOND CONDITIONS.

- A. The Design-Builder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to pay for labor, services, materials and equipment furnished by Claimants for use in the performance of the Design-Build Contract.
- B. If the Design-Builder promptly makes payment of all sums for all labor, services, materials, and equipment furnished for use in the performance of the Design-Build Contract, then the Surety's obligations under this Bond are null and void. Otherwise the Surety's obligations shall remain in full force and effect.
- C. Every Claimant who has not been paid in full before the expiration of a period of ninety (90) days after such Claimant provided or performed the last of the work, services or labor, or furnished the last of the materials or equipment for which said claim is made, may have a right of action on this Bond.
 - 1. Claimants shall provide written notice to the Surety and send a copy, or notice thereof, to City and Design-Builder, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim, and the last date such work, services or labor were performed, or the last materials or equipment were furnished in furtherance of the Design-Build Contract.
 - 2. If Claimant does not have a direct contract with Design-Builder, the notice shall identify the person or entity with whom Claimant contracted and who has not made payment to Claimant.
- D. When a Claimant has satisfied the conditions above, the Surety shall promptly take the following actions at the Surety's expense:
 - 1. Send an answer to that Claimant, with a copy to the City and Design-Builder, within sixty (60) days after receipt of the claim, stating the amounts that are undisputed and the basis for challenging any disputed portions or amounts.
 - 2. Pay or arrange for payment of any undisputed amounts.
- E. The Surety's total obligation shall not exceed the Bond Amount, plus the amount of reasonable attorney's fees provided for in the Contract.
 - 1. If the Surety fails to discharge its obligations under Section 20(D) above, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to successfully recover any sums found to be due and owing to the Claimant. If Claimant does not recover the entire amount claimed in its notice under Section 20(C) above, then such attorney's fees shall be reduced in proportion to the amount actually recovered.
 - 2. The Surety shall not be liable to the City, Claimants or others for obligations of the Design-Builder that are unrelated to the Design-Build Contract, and the Contract Balance shall not be reduced or set off on account of any such unrelated obligations.
- F. The Surety hereby waives notice of changes to the Design-Build Contract, including changes within the general scope, or of time or price, or to related subcontracts or purchase orders.
- G. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the State in which the Project is located. Such suit or action must be

DESIGN BUILD AGREEMENT FORM

filed within one (1) year from the date: a) on which the Claimant sent a claim to the Surety; or, b) on which the Claimant last performed labor or services or furnished materials or equipment on the Project, whichever occurs first. If the provisions are prohibited by law, the minimum period of limitation available to sureties in the jurisdiction in which the Project is located shall be applicable.

1. If the Design-Builder declares bankruptcy, the Surety agrees that the Design-Builder is not a necessary or indispensable party to any legal action by any party against the Surety to enforce the Surety's obligations under this Bond.
- H. If this Bond has been furnished to comply with a statutory requirement in the location where the Project is located, then any provision herein that conflicts with a statutory requirement shall be deemed deleted and replaced by provisions conforming to such statutory requirement. The intent is that this Bond shall be construed as a statutory bond conforming to the applicable statutes.
- I. Upon written request of any person or entity appearing to be a potential Claimant on this Bond, Design-Builder shall promptly furnish a copy of this Bond or shall permit a copy to be made.
- J. A Claimant is any individual or entity having a direct contract with the Design-Builder or having a contract with a subcontractor that has a direct contract with the Design-Builder to furnish services, labor, materials or equipment for use in the performance of the Design-Build Contract.
 1. A Claimant may include amounts owed by the Design-Builder for design and other professional services furnished or performed by Claimant regardless of whether such services might form the basis for a mechanic's lien under applicable State law.
- K. Unless otherwise noted below, written notice under this Bond to Surety, City or Design-Builder shall be mailed or delivered electronically or by hard mail to the contact information on this Contract.
- L. If this Bond is issued for a Contract between the Design-Builder and a subcontractor, the term Design-Builder in this Bond shall be deemed to be the bonded subcontractor and the term City shall be deemed to be Design-Builder.
- M. The Surety represents that it is admitted to act as an authorized corporate surety in the state in which the Project is located. Surety and Design-Builder, intending to be legally bound hereby, subject to the terms set out above, do each cause this Payment Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

PERFORMANCE AND WARRANTY BOND CONDITIONS.

- A. The Design-Builder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the City for the performance of the Design-Build Contract.
- B. If the Design-Builder performs its obligations under the Design-Build Contract, then the Surety's obligations under this Bond are null and void, except to participate in meetings.
- C. The Surety hereby waives notice of changes to the Design-Build Contract, including changes within the general scope, or of time or price, or to related subcontracts or purchase orders.
- D. If there is no default in the City obligations under the Design-Build Contract, then the Surety's obligation under this Bond shall arise after the following steps have been taken by the City, as a condition precedent to a Bond claim:
 1. The City has first provided written notice to the Design-Builder and Surety, that the City is considering declaring the Design-Builder in default and has requested and

DESIGN BUILD AGREEMENT FORM

attempted to arrange a meeting with the Design-Builder and Surety, to be held not later than fourteen (14) days after receipt of City's notice, to discuss methods of performing the Design-Builder's obligations under the Design-Build Contract. If the City, Design-Builder and Surety agree, the Design-Builder shall be allowed a reasonable time to perform its obligations under the Design-Build Contract, but such an agreement shall not waive the City's right, if any, subsequently to declare the Design-Builder in default;

2. The City declares the Design-Builder to be in default, terminates the Design-Build Contract and notifies the Surety in writing; and
 3. The City has agreed to pay the balance remaining under the Design-Build Contract (i.e., the total amount payable by the City to the Design-Builder thereunder less amounts properly paid by the City to the Design-Builder, the "Contract Balance") to:
 1. The Surety, in accordance with the terms of the Design-Build Contract; or
 2. Another design-builder selected pursuant to requirements below to perform the remaining obligations under the Design-Build Contract.
- E. When the City has satisfied the conditions of Section 21(D) above, the Surety shall promptly take one of the following actions, at the Surety's expense:
1. Arrange for the Design-Builder to perform and complete the remaining obligations under the Design-Build Contract, with consent of the City;
 2. Undertake to perform and complete the remaining obligations under the Design-Build Contract itself, through its agents or through independent contractors;
 3. Obtain bids or negotiated proposals from qualified design-builders acceptable to the City for a contract for performance and completion of the Design-Build Contract, arrange for a contract to be prepared for execution by the City and a design-builder selected with the City's concurrence, to be secured by performance and payment bonds equivalent to those for the Design-Build Contract, issued by a qualified surety.
- The Surety shall:
1. make available as work progresses sufficient funds to pay the cost of completion of the Design-Build Contract; and,
 2. pay to the City the amount of damages as described in Section 21(G) below;
 4. Waive its right to complete the work under Section 21(D) above, and reimburse the City the amount of its reasonable costs to complete the Work; or
 5. Deny liability, in whole or in part, and notify the City in writing, citing reasons therefor.
- F. If the Surety does not proceed as provided in Section 21(E) with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven (7) days after receipt of an additional written notice from the City to the Surety demanding that the Surety perform its obligations under this Bond and stating that the City shall be entitled to enforce any remedy available to the City. If the Surety proceeds as provided in Section 21(E)(4) above, and the City refuses the payment, or the Surety has denied liability, in whole or in part, under Section 21(E)(5) above, the City shall be entitled without further notice to enforce any remedy available to it.
- G. In any event, the Surety's obligations to the City, and the City's obligations to the Surety, shall not be greater than those of the City and Design-Builder to each other, respectively, under the Design-Build Contract. Subject to commitment by the City to payment of the Contract Balance, the Surety is obligated without duplication for:

DESIGN BUILD AGREEMENT FORM

1. The responsibilities of Design-Builder for correction of defective Work and completion of the Project;
 2. Additional legal, design professional and delay costs resulting from Design-Builder's default, and resulting from the actions or failure to act of Surety under Section 21(E); and
 3. Liquidated damages, or if no liquidated damages are specified in the Design-Build Contract, actual damages caused by delayed performance or non-performance of Design-Builder.
- H. If the Surety elects to act under Section 21(E), the Surety's total liability shall not exceed the Bond Amount.
1. The Surety shall not be liable to the City or others for obligations of the Design-Builder that are unrelated to the Design-Build Contract, and the Contract Balance shall not be reduced or set off on account of any such unrelated obligations.
- I. No right of action shall accrue on this Bond to any person or entity other than the City or its heirs, executors, administrators, or successors, unless some other party is named in this Bond as a dual obligee.
- J. All lawsuits regarding this Bond shall be filed pursuant to Section 13.
1. Any lawsuit filed pursuant to Section 13 shall be commenced within two (2) years after:
 - a) the City declares the Design-Builder in default under Section 21(D); or,
 - b) Substantial Completion of the Project, whichever occurs first. If the provisions of this Section 21(J) are prohibited by law, the minimum period of limitation available to sureties in the jurisdiction in which the Project is located shall be applicable.
 2. If the Design-Builder declares bankruptcy, the Surety agrees that the Design-Builder is not a necessary or indispensable party to any legal action by the City against Surety to enforce the Surety's obligations under this Bond.
- K. Unless otherwise noted below, written notice under this Bond to Surety, the City or Design-Builder shall be mailed or delivered electronically or by hard mail to the contact information on the Contract.
- L. If this Bond has been furnished to comply with a statutory requirement in the location where the Project is located, then any provision herein that conflicts with a statutory requirement shall be deemed deleted and replaced by provisions conforming to such statutory requirement. The intent is that this Bond shall be construed as a statutory bond conforming to the applicable statutes.
- M. The Surety's obligations to the City for warranties of the Design-Builder shall be the same as those required of the Design-Builder under the Design-Build Contract, subject to the time limitation in Section 21(J). Unless otherwise stated below, the Surety's obligation for such warranties excludes:
1. products, materials or equipment covered by a manufacturer's separate warranty; and
 2. claims by the City first noticed to Surety in writing more than one year after the effective date of such warranty as specified under the Design-Build Contract.
- N. The Surety represents that it is admitted to act as an authorized corporate surety in the state in which the Project is located. Surety and Design-Builder, intending to be legally bound

DESIGN BUILD AGREEMENT FORM

hereby, subject to the terms set out above, do each cause this Performance Bond to be duly executed on its behalf by its authorized officer, agent, or representative

NOTARIAL ACKNOWLEDGMENT OF EXECUTION BY ALL SIGNATORIES MUST BE ATTACHED

(CORPORATE SEAL)

CONTRACTOR/ DESIGN-BUILDER:

CITY OF CARLSBAD, in the State of California

Barnhart-Reese Construction, Inc. By: _____
(name of Contractor/ Design-Builder)

ATTEST:

By: [Signature]
(sign here)

Secretary

Tamela Reese, President
(print name and title)

By: [Signature]
(sign here)

West Reese, CEO
(print name and title)

President or vice-president and secretary or assistant secretary must sign for corporations. If only one officer signs, the corporation must attach a resolution certified by the secretary or assistant secretary under the corporate seal empowering that officer to bind the corporation.

Approved as to form this _____ day of _____ 20_____.

Attorney for City of Carlsbad

END OF CONTRACT

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

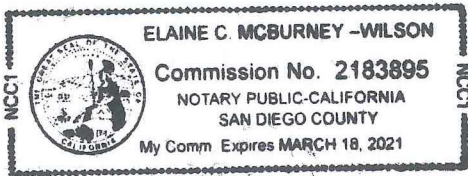
A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }
County of Sacramento }

On August 26, 2020, before me, Elaine C. McBurney-Wilson, Notary Public, personally appeared Tamela Barnhart Reese and West Reese

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity(ies), and that by her 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 State of California that the foregoing paragraph is true and correct.



WITNESS my hand and official seal.

SIGNATURE 

PLACE NOTARY SEAL ABOVE

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: Design-Build Agreement Form Document Date: August 26, 2020
Number of Pages: 15 Signer(s) other than named above: None
Capacity(ies) Claimed by Signer(s)

Signer's Name: Tamela Barnhart Reese | West Reese

Corporate Officer – Title(s): President | CEO

Partner – Limited General

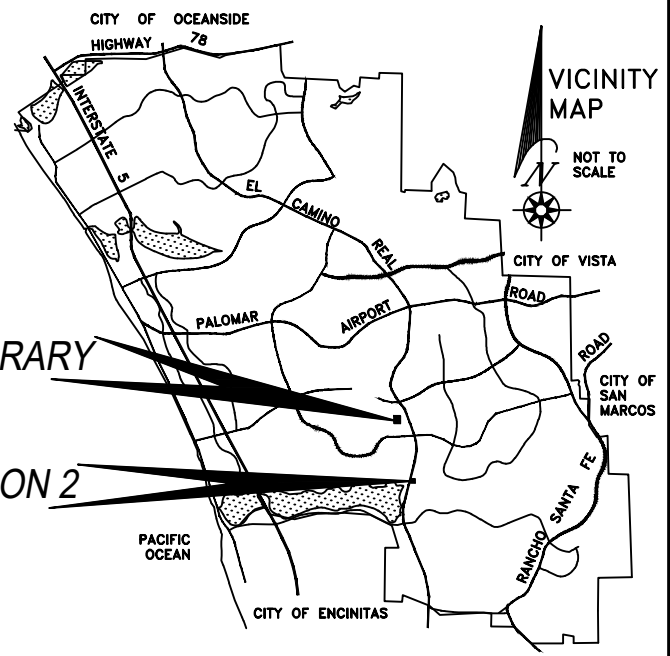
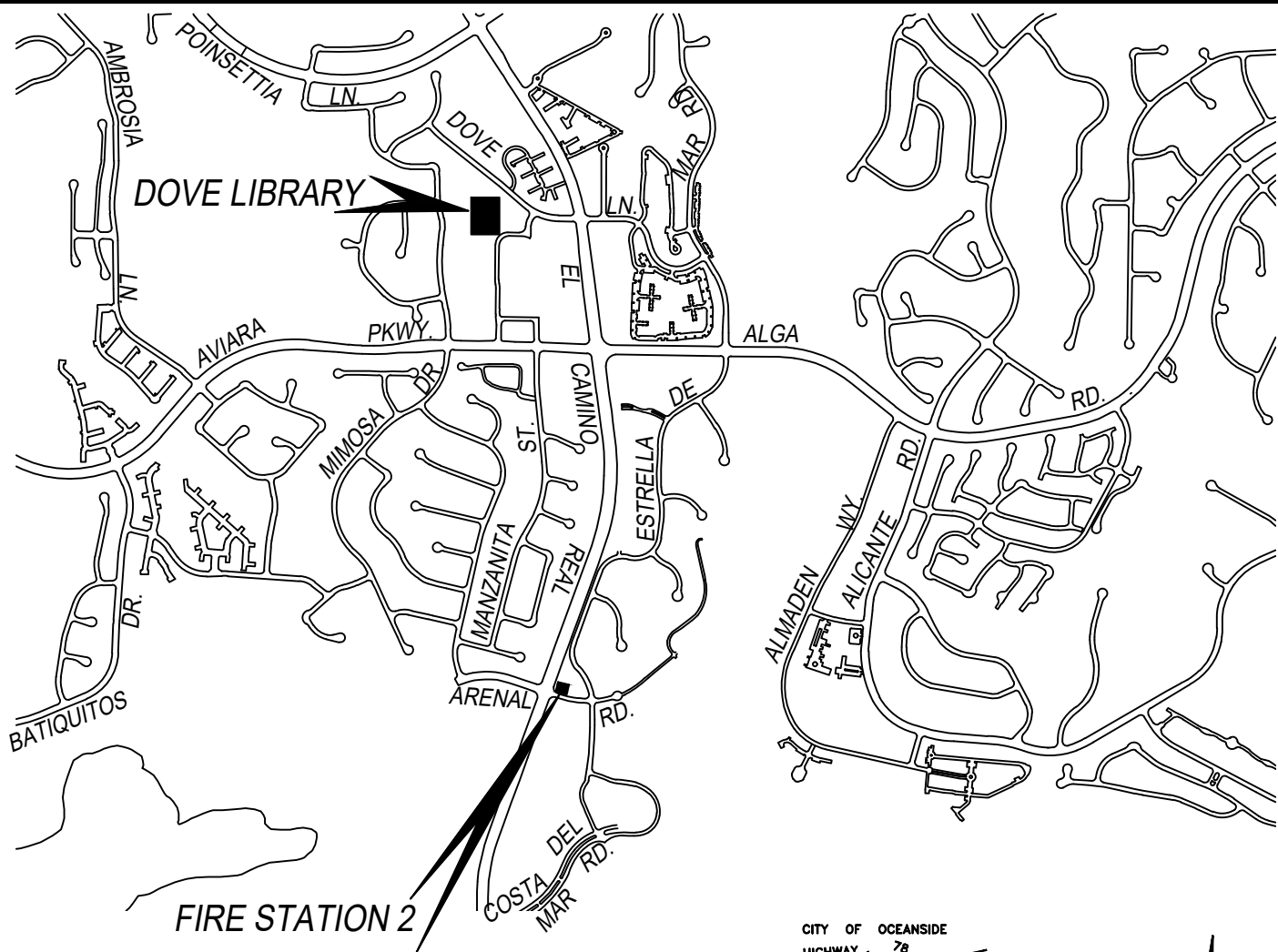
Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer is representing: Barnhart-Reese Construction, Inc.

LOCATION MAP



PROJECT NAME

FIRE STATION 2 REPLACEMENT

EXHIBIT

2

FROM THE DESK OF:
ALBERT M. GIACOMAZZI
PRESIDENT

August 21, 2020
VIA E-MAIL AND FED EX

clerk@carlsbadca.gov

City of Carlsbad
City Council Members
c/o Barbara Engelson
Office of the City Clerk
1200 Carlsbad Village Drive
Carlsbad, CA 92008

RE: **City of Carlsbad Fire Station No. 2 Replacement Design-Build Contract
RFP20-1124FAC – Project No. 4060 (“Project”)**

Subject: AMG & Associates, Inc.’s Appeal of City’s Calculation of AMG’s Total Proposed
Lump Sum Price

Dear Council Members and Ms. Engelson,

Please be advised that AMG & Associates, Inc. (AMG) is appealing to the City Council to review the overall outcome for the award of the Design – Build Fire Station No. 2 Replacement project. This letter and attached documents will summarize AMG’s position regarding this matter.

Pursuant to the City’s Municipal Code Section 3.28.085.F, the City has three options for awarding a design-build contract: 1) best value based on RFP criteria; 2) best value based on technical criteria and methodology including price; or 3) lowest responsible and reliable bid. The City’s RFQ and RFP documents clearly state that the basis for award would be the **lowest bid** (See RFP Step 1 of 2 Section 7.2.2 and 7.2.3 and RFP Step 2 of 2 Section 14.2). On August 5, 2020, AMG & Associates (“AMG”) submitted its total lump sum price proposal in words and in numerals, of \$10,837,000 for the design-build Project.

On August 14, 2020 at 7:28 PM, the City’s Public Works Department advised AMG that the “corrected” price of \$12,137,000 that staff calculated (based on a bid form that was for informational purposes only) would be the price registered as the “correct price being received by AMG for subject proposal”. On August 17, 2020, AMG submitted its written objection to the staff’s decision to ignore the clear and unambiguous amount of AMG’s bid (\$10,837,000.00), a copy of AMG’s letter is attached hereto as **Exhibit A**. On August 19, 2020, Public Works staff informed AMG by e-mail (**Exhibit 1**) that it would use a different method of calculating AMG’s total bid price than was indicated in the City’s RFP document and would continue to use the incorrect inflated price as AMG’s bid. Thus, it appears that staff is attempting to fabricate a basis to stray from the codified basis for award to the proposer submitting the lowest bid for the design-build Project.

For Council Members purposes and understanding of how the City of Carlsbad is being affected, the bid summary is as follows:

- Barnhart – Reese bid amount: \$11,222,472.00
- AMG & Associates, Inc. bid amount: \$10,837,000.00
- **City of Carlsbad cost savings: \$385,472.00**

Your purchasing department is recommending that AMG’s bid amount be increased to \$12,137,000.00, which would cost the City of Carlsbad an additional \$385,472.00 by awarding the project to Barnhart – Reese, which is contrary to the guidelines set forth in your Municipal Code and RFP documents.

AMG strenuously objects to the improper and false inflation of its bid price by \$1,300,000.00 and appeals to the City Council to enforce its Municipal Code Section 3.28.020, to ensure the fair and equitable treatment of AMG, to prevent a waste of public funds, and to safeguard the quality and integrity of the purchasing system should staff recommend award of the contract for the Project to anyone other than AMG.

California’s competitive bidding laws exist to protect against the waste of public funds and to obtain the best economic result for the public.¹ In this case, the City’s suggested recalculation of AMG’s bid could potentially result in evaluation of AMG’s bid at a price \$1,300,000.00 greater than that actually bid by AMG. Even more concerning, any attempt to recalculate AMG’s price could result in award to another bidder at a price higher than AMG’s bid of \$10,837,000. Please consider this correspondence a bid protest if there’s a recommendation for award to another bidder with a higher bid price.

The RFP documents, when read as a whole, use the **singular** terms “Total Proposed Lump Sum Price,” “Total Proposal Price,” and “lowest proposal price” to indicate the basis for award of the contract. The Proposal Schedule (which includes 22-line item prices) is **not** used to determine the lowest price proposal.

In fact, the City’s RFP documents make **no mention of the purpose of the Proposal Schedule**, which appears, instead, to be used for the purpose of comparing, not disqualifying, proposals and to ensure bidders included all major categories of work in the “Total Proposed Lump Sum Price”. The City cannot use this informational document to prevent award to AMG as the proposer submitting the lowest bid.

There is no discrepancy in AMG’s Total Proposal Lump Sum Price on the City’s proposal form uploaded to the Planet-Bids website.

¹ See Graydon v. Pasadena Redevelopment Agency (1980) 104 Cal.App.3d 631.

AMG listed the “Total Proposed Lum Sum Price/Total Proposal Price” as \$10,837,000 and Ten Million, Eight Hundred and Thirty-Seven Thousand, consistently in figures and words in three (3) separate places (**Exhibit 2**), therefore the second sentence of Section 13.1.10.2, cannot be taken out of context and used to improperly increase the amount of AMG’s clear and unambiguous Total Proposal Price Form.

In closing, AMG is a highly qualified, responsive, and responsible bidder on this project. AMG’s principals have more than 75 years combined experience in public works construction, we have completed more than \$1 billion in successfully completed public works projects throughout our careers. Additionally, AMG has successfully completed eight (8) fire station facilities with one of them being the Battalion Headquarters in Santa Clarita. Our design-build team with LPA Architects recently completed the Buena Park Fire Station. AMG’s stands ready, willing, and able to perform the work set forth in its bid proposal.

Furthermore, for the reasons set forth herein, it is clear that the City should not recalculate to improperly increase AMG’s total price to a number that is contrary to our written bid amount of \$10,837,000 as reflected in our proposal form. In closing, with the ongoing COVID – 19 issues, I’m confident the City of Carlsbad has numerous needs that could be put to good use by utilizing the \$385,472.00 cost savings provided by AMG on this project.

Your thoughtful consideration in this matter is genuinely appreciated. Please contact me directly if you have any questions or concerns that you would like to discuss further.

Sincerely,



Albert M. Giacomazzi
President

Exhibit 1 – City of Carlsbad e-mail to AMG

Exhibit A – AMG’s August 17, 2020 Letter Objection to City’s Public Works Department

Exhibit 2 – AMG’s Bid Proposal Documents

cc: Anthony Traverso; AMG Vice-President

From: Eleida Felix Yackel <Eleida.FelixYackel@carlsbadca.gov>
Date: August 14, 2020 at 7:28:29 PM PDT
To: Albert Giacomazzi <albert@amgassociatesinc.com>, "dgilmore@lpadesignstudios.com" <dgilmore@lpadesignstudios.com>
Cc: Steven Stewart <Steven.Stewart@carlsbadca.gov>
Subject: City of Carlsbad Fire Station No. 2 Replacement (Second Step Process; RFP20-1124FAC

August 14, 2020

Contractor:

AMG & Associates, Inc.
26535 Summit Circle
Santa Clarita, CA 91350

Albert M. Giacomazzi, President

albert@amgassociatesinc.com

(661) 251-7401

Architect:

LPA, Inc.
1600 National Avenue
San Diego, CA 92113

David Gilmore, Principal-in-Charge

dgilmore@lpadesignstudios.com

(619) 929-3939

Dear Design-Build Team:

Subject: City of Carlsbad Fire Station No. 2 Replacement (Second Step Process; RFP20-1124FAC – Price Proposal Form

The City of Carlsbad (City) has completed review of the proposals received for subject project. It is concluded that the price proposal's computation contains errors. Per section 13, Proposal Contents, subsection 13.1 states the following:

"Proposals submitted in response to this RFP shall include the following information in the

order presented below. Failure to provide all required information may result in the proposal being considered non-responsive and ineligible for further consideration."

In addition, section 13.1.10 states the following:

*"13.1.10. The Price Proposal Form in **Attachment K** shall be included in accordance with the requirements of this solicitation.*

13.1.10.1. The Price Proposal Form shall be signed by an individual or individuals authorized to execute legal documents on behalf of the DBT.

*13.1.10.2. In the event of any discrepancies, written numbers (e.g., fifty, hundred) will govern over numerical numbers (e.g., 50, 100) **on the Price Proposal Form. Also, the sum of all lump sum line items will govern over the "Total Proposed Lump Sum Price" line item.***

The correct sum of all lump sum line items of the price proposal form equals to \$12,137,000 and not \$10,837,000. As specified in section 13.1.10.2, the sum of all lump sum line items will govern over the total. The corrected price of \$12,137,000 will be the price registered as the correct price being received for subject proposal.

Should you have any questions, please feel free to contact me.

Sincerely,

Eleida Felix Yackel
Senior Contract Administrator

FROM THE DESK OF:
ALBERT M. GIACOMAZZI
PRESIDENT

August 17, 2020
VIA E-MAIL AND FED EX

Eleida.FelixYackel@carlsbadca.gov

City of Carlsbad
Eleida Felix Yackel
Senior Contract Administrator
Public Works Contract Administration Department
1635 Faraday Avenue
Carlsbad, CA 92008

RE: City of Carlsbad Fire Station No. 2 Replacement Design-Build Contract
RFP20-1124FAC – Project No. 4060 (“Project”)

Subject: AMG & Associates, Inc.’s Objection to City’s Calculation of AMG’s Total Proposed Lump Sum Price

Dear Eleida,

We are in receipt of, and responding to, your e-mail on behalf of the City of Carlsbad (“City”) dated Friday, August 14, 2020 at 7:28 PM, but not received by our office until after normal business hours that day, wherein you suggest that there was a computational error in AMG’s bid, and according to Section 13.1.10.2 of the City’s RFP documents, that the “corrected” price of \$12,137,000 will be the price registered as the correct price being received for subject proposal.

Contrary to your assertion, there is no computational error in AMG’s & Associates (“AMG”) total lump sum price proposal in words or in numerals, and therefore, there are no grounds for the City to recalculate AMG’s total proposed lumps sum price of \$10,837,000 for the Project. Before addressing the specifics of your e-mail, we want to highlight a few relevant principles of California’s competitive bidding laws.

California’s competitive bidding laws exist to protect against the waste of public funds and to obtain the best economic result for the public.¹ In this case, the City’s suggested recalculation of AMG’s bid could potentially result in the award of the project to AMG at a price \$1,300.00 greater than that bid by AMG. Even more concerning, any attempt to recalculate AMG’s price could result in award to another bidder at a price higher than AMG’s bid of

¹ See Graydon v. Pasadena Redevelopment Agency (1980) 104 Cal.App.3d 631.

\$10,870,000. AMG will protest any recommendation for award to another bidder with a higher bid price. The City has not yet released the pricing of the other proposer for this Project.

As one California Court has stated:

“It would certainly be a disservice to the public if a losing bidder were to be permitted to comb through the bid proposal or license application of the low bidder after the fact, and cancel the low bid on a minor technicality, with the hope of securing acceptance of is, higher bid. Such construction would be adverse to the best interests of the public and contrary to public policy.”²

This is exactly would occur, albeit based on the City’s actions, not that of a losing bidder, if the City were to improperly recalculate AMG’s total proposed lump sum price. Moreover, California courts have held that an awarding body cannot reject a bid on the basis of arbitrary or unwritten policies. Monterey Mechanical Co. v. Sacramento Reg’l County Sanitation District, 44 Cal. App. 4th 1391 (1996). The City cannot circumvent competitive bidding requirements by arbitrarily changing the bidding requirements after the bid deadline and awarding a contract on the basis of that change. Obviously, it is unfair to bidders to change the basis for award after bids have been received.

With the foregoing in mind, AMG now turns to its attention to the specifics of your e-mail. City’s RFP documents, (Step 2 of 2) provides:

“13.1.10.2 In the event of any discrepancies, written numbers (e.g., fifty, hundred) will govern over numerical numbers (e.g., 50, 100) on the Price Proposal Form. Also, the sum of all lump sum line items will govern over the “Total Proposed Lump Sum Price” line item.”

This provision addresses the circumstance when there is a discrepancy between the written numbers and the numerical numbers entered on the proposal form. **The second sentence applies only in the event there is a discrepancy to be resolved.** This is supported by the text of the proposal form itself, which provides:

TOTAL PROPOSAL PRICE

The TOTAL PROPOSAL PRICE on Proposal Schedule:

Total Proposal Price in Numbers: _____

Total Proposal Price in Written Form: _____

In case of discrepancy between the written price, the numerical price, or the price as submitted via PlanetBids, the PlanetBids price shall prevail.

The RFP documents, when read as a whole, use the **singular** terms “Total Proposed Lum Sum Price,” “Total Proposal Price,” and “lowest proposal price” to indicate the basis for award

² MCM Construction v. City and County of San Francisco (1998) 66 Cal.App.4th 359, 370.

of the contract. The Proposal Schedule (which includes 22 line item prices) is **not** used determine the lowest price proposal. In fact, the City's RFP documents make **no mention of the purpose of the Proposal Schedule**, which appears, instead, to be used for the purpose of comparing, not disqualifying, proposals and to ensure bidders included all major categories of work in the "Total Proposed Lump Sum Price".

There is no discrepancy in AMG's Total Proposal Lump Sum Price on the City's proposal form uploaded to the PlanetBids website. AMG listed the "Total Proposed Lump Sum Price/Total Proposal Price" as \$10,837,000 and Ten Million, Eight Hundred and Thirty-Seven Thousand, consistently in figures and words in three (3) separate places, See attached **Exhibit 1**, pages, 3 and 4, therefore the second sentence of Section 13.1.10.2, cannot be taken out of context and used to improperly increase the amount of AMG's clear and unambiguous Total Proposal Price Form.

In closing, AMG is a highly qualified, responsive and responsible bidder on this project. AMG's principals have more than 70 years combined experience in public works construction, with more than \$One billion in successfully completed public works projects throughout their careers. Many of these successfully completed projects have been fire station facilities. AMG's stands ready, willing and able to perform the work set forth in its bid proposal.

Further, for the reasons set forth herein, it is clear that the City should not recalculate or otherwise improperly increase AMG's total price proposal.

Please contact me directly if you require any additional information regarding this matter.

Sincerely,



Albert M. Giacomazzi
President

Exhibit 1 – AMG's bid forms uploaded to PlanetBids (26 pages)

cc:

Anthony Traverso; AMG Vice-President

Proposal Form

PROPOSAL FORM

NAME OF PROJECT City of Carlsbad, Fire Station No. 2 Replacement

NAME OF PROPOSER: AMG & Associates, Inc.

The City Council
City of Carlsbad
1635 Faraday Ave, Carlsbad, CA 92008

The undersigned hereby declare that we have carefully examined the location of the proposed Work, and have read and examined the Contract Documents, including all plans, specifications, and addenda, if any, for the above-mentioned Project. The undersigned has acknowledged receipt, understanding, and full consideration of ANY and ALL addenda to the Contract Documents via PlanetBids.

We hereby propose to furnish all labor, materials, equipment, tools, transportation, and services, and to discharge all duties and obligations necessary and required to perform and complete the Project, as described and in strict conformity with the Drawings, and these Specifications for TOTAL PROPOSAL PRICE.

- Attached is the required Proposal Bond or Proposal Security in the amount of not less than 10% of the Total Proposal Price.
- Attached is the completed Proposed Subcontractors form.
- Attached is the completed Proposer Information and Experience form.
- Attached is the fully executed Non-collusion Affidavit.
- Attached is the completed Public Works Contractor Registration Certification form.
- Attached is the completed Certificate of Insurance form.
- Attached is the Statement of Redebarment form.
- Attached is the Disclosure of Discipline Record.
- Attached is the Optional Escrow agreement (if applicable).

PROPOSAL FORM

PROPOSAL SCHEDULE

General Conditions / General Requirements / Bonds	\$ 1,200,000
Construction – Mobilization / Demobilization	\$ 50,000
Construction – Mobile Office Trailers / Bathhouse	\$ 50,000
Temporary Station	
Design, Professional and Consulting Services and Permitting	\$ 114,000
Right-of-Way work	\$ 100,000
Sprung structure and trailer procurement/installation	\$ 250,000
Site fencing, lighting, temporary furnishings and certificate of occupancy	948,000
Restoration of site with new slurry seal and restriping	\$ 45,000
Permanent Station	
Design, Professional and Consulting Services and Permitting	\$ 735,000
Bus stop relocation and site fencing	\$ 100,000
Utility connections	\$ 100,000
Hazardous materials abatement and fumigation	\$ 70,000
Demolition and site clearing	\$ 150,000
Survey and elevation monitoring	\$ 30,000
Construction – concrete and masonry	\$ 600,000
Construction – building shell and roof framing	\$ 3,075,000
Construction – mechanical/electrical/plumbing /IT infrastructure	\$ 1,600,000
Construction – interior finishes	\$ 900,000
Site landscaping and final clean up	\$ 90,000
Coordination with commissioning agent, FF&E, and certificate of occupancy	30,000
Right-of-Way and intersection modifications	\$ 600,000
TOTAL PROPOSED LUMP SUM PRICE	\$ 10,837,000

Proposed changes to mechanical, electrical, plumbing, security, finishes, or other systems and associated lump sum price impacts: Locate condensing unit on the ground; relocate and enlarge electrical room to accommodate required switchgear and panels, and reduce feeder lengths; additional BMPs to address WQMP requirements; reduce rated glazing at Pole 116 room; omit wall tile in App Bay, provide epoxy paint over abuse resistant gyp.

Proposed ideas to enhance the facility in terms of operation, maintenance, lifecycle cost / total cost of ownership and associated lump sum price impacts: Utilize shear walls in lieu of brace frames for lateral resisting system; revise second floor wall and floor framing to wood; increase width of section door 105D.

Other: N/A

PROPOSAL FORM

The costs for any Work shown or required in the Contract Documents, but not specifically identified as a line item are to be included in the related line items and no additional compensation shall be due to Contractor for the performance of the Work.

TOTAL PROPOSAL PRICE

The TOTAL PROPOSAL PRICE on Proposal Schedule:

Total Proposal Price in Numbers: \$ 10,837,000

Total Proposal Price in Written Form: Ten Million, Eight Hundred and Thirty-seven Thousand

In case of discrepancy between the written price, the numerical price, or the price as submitted via PlanetBids, the PlanetBids price shall prevail.

The undersigned agrees that this Proposal Form constitutes a firm offer to the City which cannot be withdrawn for ninety (90) calendar days from and after the Proposal opening, or until a Contract for the Work is fully executed by the City and the lowest responsible proposer, whichever is later.

The Undersigned has carefully checked all of the above figures and understands that the City will not be responsible for any error or omission on the part of the Undersigned in preparing this Proposal.

RECITALS

The successful Proposer hereby agrees to sign the contract and furnish the necessary bonds and certificates of insurance within ten (10) working days after the City issues the Notice of Award to the successful Proposer.

The Undersigned agrees that in case of failure to execute the required Contract with necessary bonds and insurance policies within said time period, the City may pursue to award the contract to the next lowest responsible Proposer and the Proposal Security of the lowest Proposer may be forfeited.

Upon receipt of the signed contract and other required documents, the City will proceed to execute the contract and issue the Notice to Proceed. The time of completion shall commence on the date of the Notice to Proceed, unless otherwise specified. The undersigned agrees to begin the Work within ten (10) working days of the date of the Notice to Proceed, unless otherwise specified.

The Undersigned is aware of the provisions of section 3700 of the Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code and agrees to comply with such provisions before commencing the performance of the work of this Contract and continue to comply until the contract is complete.

The Undersigned is aware of the provisions of the Labor Code, Part 7, Chapter 1, Article 2, relative to the general prevailing rate of wages for each craft or type of worker needed to execute the Contract and agrees to comply with its provisions.

The Undersigned Proposer declares, under penalty of perjury, that the undersigned is licensed to do business or act in the capacity of a contractor within the State of California and that this statement is true

PROPOSAL FORM

and correct and has the legal effect of an affidavit. The following are the Proposer's applicable license number(s), with their expiration date(s) and class of license(s):

License Number 881824; Expiration Date: 7-31-2022

Class A - General Engineering

Class B - General Building

If the Proposer is a joint venture, each member of the joint venture must include the required licensing information.

A Proposal submitted to the City by a Contractor who is not licensed as a contractor pursuant to the Business and Professions Code shall be considered nonresponsive and shall be rejected by the City. In all contracts where federal funds are involved, no Proposal submitted shall be invalidated by the failure of the Proposer to be licensed in accordance with California law. However, at the time the contract is awarded, the contractor shall be properly licensed.

The Undersigned Proposer hereby represents as follows:

1. That no Council member, officer agent, or employee of the City of Carlsbad is personally interested, directly or indirectly, in this Contract, or the compensation to be paid hereunder; that no representation, oral or in writing, of the City Council, its officers, agents, or employees has inducted Proposer to enter into this Contract, excepting only those contained in this form of Contract and the papers made a part hereof by its terms; and
2. That this Proposal is made without connection with any person, firm, or corporation making a Proposal for the same work, and is in all respects fair and without collusion or fraud.

Accompanying this Proposal is Proposer's Bond
(Cash, Certified Check, Proposer's Bond or Cashier's Check) for ten percent (10%) of the amount Proposal, payable to City of Carlsbad as Proposal Security and which is given as a guarantee that the undersigned will enter into a contract and provide the necessary bonds and certificates of insurance if awarded the Contract.

Organized under the laws of the State of California, the Proposer is: (check one)

- an individual
- a partnership
- a corporation

PROPOSAL FORM

IF A SOLE OWNER OR SOLE CONTRACTOR SIGN HERE: N/A

I hereby certify under penalty of perjury under the laws of the State of California that all of the information submitted in connection with this Proposal and all of the representations made herein are true and correct.

- 1 Name under which business is conducted _____

- 2 Signature (given and surname) of proprietor _____
Printed/ typed Name _____

- 3 Place of Business (Full Address: street, number, city, state, zip) _____

- 4 Telephone Number _____

- 5 Email _____

NOTARIAL ACKNOWLEDGMENT OF EXECUTION BY ALL SIGNATORIES MUST BE ATTACHED

PROPOSAL FORM

IF A PARTNERSHIP, SIGN HERE: N/A

I hereby certify under penalty of perjury under the laws of the State of California that all of the information submitted in connection with this Proposal and all of the representations made herein are true and correct.

1 Name under which business is conducted

2 Signature (given and surname and role)
(Note: Signature must be made by a general partner)

Printed/ typed Name

3 Place of Business
(Full Address: street, number, city, state, zip)

4 Telephone Number

5 Email

NOTARIAL ACKNOWLEDGMENT OF EXECUTION BY ALL SIGNATORIES MUST BE ATTACHED

PROPOSAL FORM

IF A CORPORATION, SIGN HERE:

I hereby certify under penalty of perjury under the laws of the State of California that all of the information submitted in connection with this Proposal and all of the representations made herein are true and correct.

- 1 Name under which business is conducted

AMG & Associates, Inc.

- 2 Signature (given and surname and Title)

(Note: Signature must be made by a someone who can bind the corporation)



Printed/ typed Name

Albert M. Giacomazzi II

- 3 Place of Business
(Full Address: street, number, city, state, zip)

26535 Summit Circle

Santa Clarita, CA

91350

- 4 Telephone Number

(661) 251-7501

- 5 Email

albert@amgassociatesinc.com

NOTARIAL ACKNOWLEDGMENT OF EXECUTION BY ALL SIGNATORIES MUST BE ATTACHED

****Please see attached notary statement at end of proposal.**

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 Los Angeles)

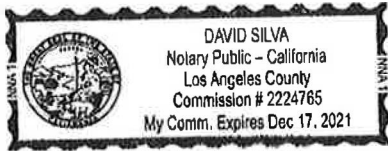
On Aug. 5, 2020 before me, David Silva, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Albert M. Giacomazzi
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/it~~ executed the same in his/~~her/its~~ authorized capacity(ies), and that by his/~~her/its~~ 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 [Handwritten Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Proposal Form - Fire Station No 2 Document Date: No Date

Number of Pages: 2 Signer(s) Other Than Named Above: None

Capacity(ies) Claimed by Signer(s)

Signer's Name: Albert M. Giacomazzi

Corporate Officer — Title(s): President

Partner — Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer Is Representing: AMG & Associates, Inc

Signer's Name: _____

Corporate Officer — Title(s): _____

Partner — Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer Is Representing: _____

PROPOSAL FORM

List below names of president, vice president, secretary and assistant secretary, if a corporation; if a partnership, list names of all general partners, and managing partners:

Albert M. Giacomazzi, President

Anthony R. Traverso, Vice President/Secretary

PROPOSAL FORM

Approved as to form this 29th day of July 2020.

Attorney for City of Carlsbad

END OF SECTION

PROPOSAL SECURITY FORM

(Note: This form is required when cash, certified check or cashier's check, accompanies proposal. If Proposal Bond is being provided, use form Proposal Bond) **Please see Proposal Bond Form on next page

NAME OF PROJECT: _____

NAME OF PROPOSER: _____

Accompanying this proposal is a Certified / Cashiers check payable to the order of City of Carlsbad, in the sum of _____

dollars (\$ _____), this amount being ten percent (10%) of the total amount of the proposal. The proceeds of this check shall become the property of the City, provided this proposal shall be accepted by the City through action of its legally constituted contracting authorities and the undersigned shall fail to execute a contract and furnish the required Performance, Warranty and Payment Bonds and proof of insurance coverage within the stipulated time; otherwise, the check shall be returned to the undersigned. The proceeds of this check shall also become the property of the City if the undersigned shall withdraw his or her proposal within the period of fifteen (15) days after the date set for the opening thereof, unless otherwise required by law, and notwithstanding the award of the contract to another proposer.

PROPOSER

Required Attachments:

- Certified Check or Cashiers Check

END OF SECTION

PROPOSED SUBCONTRACTORS FORM

NAME OF PROJECT: City of Carlsbad, Fire Station No. 2 Replacement

NAME OF PROPOSER: AMG & Associates, Inc.

In compliance with the Subletting and Subcontracting Fair Practices Act Chapter 4 (commencing at Section 4100), Part 1, Division 2 of the Public Contract Code of the State of California and any amendments thereof, Proposer shall set forth below: (a) the name and the location of the place of business, (b) the California contractor license number, (c) the DIR public works contractor registration number, and (d) the portion of the work which will be done by each subcontractor who will perform work or labor or render service to the Proposer in or about the construction of the work or improvement to be performed under this Contract in an amount in excess of one-half of one percent (0.5%) of the Proposer's Total Proposal Price. Notwithstanding the foregoing, if the work involves the construction of streets and highways, then the Proposer shall list each subcontractor who will perform work or labor or render service to the Proposer in or about the work in an amount in excess of one-half of one percent (0.5%) of the Proposer's Total Proposal Price or \$10,000, whichever is greater. No additional time shall be granted to provide the below requested information.

If a Proposer fails to specify a subcontractor or if a contractor specifies more than one subcontractor for the same portion of work, then the Proposer shall be deemed to have agreed that it is fully qualified to perform that portion of work and that it shall perform that portion itself. No changes in the subcontractors listed work will be made without the prior approval of the Agency.

Attach additional pages as required. ****Please see 3 pages of Subcontractors Form attached.**



Albert M. Giacomazzi

(signature of Proposer)

PROPOSED SUBCONTRACTORS FORM

Name of Subcontractor	Location of Business	CSLB Contractor License No.	DIR Registration Number	Work to be done by Subcontractor	% of Work
DMC Enterprises	Vista	967973	1000428670	Earthwork / Demo	1%
Enkay	Fountain Valley	509785	1000009004	Abatement	.5%
Ramirez	Azusa	1019358	1000045372	Concrete	4%
Afakori, Inc.	Lake Elsinore	858004	1000001585	Structural Steel	4
Abdellatif Enterprise	Laguna Hills	662128	1000001544	Rough Carpentry	4
New Star Construction	Carlsbad	1037776	1000056859	Casework	1
A Good Roofer	Lakeside	685015	1000000746	Roofing	.5

PROPOSED SUBCONTRACTORS FORM

Name of Subcontractor	Location of Business	CSLB Contractor License No.	DIR Registration Number	Work to be done by Subcontractor	% of Work
Slater Glass	Arcadia	893323	1000004146	Storefront Glazing	2
Byron Epp	Laguna Hills	433078	1000014101	Four-Fold Glazed Doors	1
Platinum Construction	Stanton	870864	1000006755	Plaster / Drywall	5
Continental Marble & Tile	Corona	394	1000002594	Tile	1
Pennsylvania Coatings	Temecula	986689	1000010832	Painting	1
Pipetrades	San Diego	998580	1000011653	Plumbing and Site Utilities	3
WR Robbins	Oceanside	890971	1000004711	HVAC	4

END OF SECTION

PROPOSED SUBCONTRACTORS FORM

Name of Subcontractor	Location of Business	CSLB Contractor License No.	DIR Registration Number	Work to be done by Subcontractor	% of Work
APS Purification Systems	San Diego	621360	1000030031	Vehicle Exhaust	1
MAC GC-Electric	San Diego	911785	1000050902	Electrical	8
Crosstown Electrical	Irwindale	756309	1000000155	Traffic Signal	3
Pacific Manufactured Homes	San Marcos	N/A	1000587801	Temp. Living Quarters	1

PROPOSER INFORMATION FORM

NAME OF PROJECT: City of Carlsbad, Fire Station No. 2 Replacement

NAME OF PROPOSER: AMG & Associates, Inc.

1. INFORMATION ABOUT PROPOSER

(Indicate not applicable ("N/A") where appropriate.)

NOTE: Where Proposer is a joint venture, pages shall be duplicated and information provided for all parties to the joint venture.

1. Name of Proposer: AMG & Associates, Inc.

2. Type, if Entity: S-Corporation

3. Proposer Address: 26535 Summit Circle, Santa Clarita, CA 91350

a. Facsimile Number (661) 251-7405

b. Telephone Number (661) 251-7401

c. Email Address albert@amgassociatesinc.com

4. How many years has Proposer's organization been in business as a Contractor? 15 years

5. How many years has Proposer's organization been in business under its present name?

15 years

a. Under what other or former names has Proposer's organization operated?

N/A

6. If Proposer's organization is a corporation, answer the following:

a. Date of Incorporation: 4-14-2005

b. State of Incorporation: California

c. President's Name: Albert M. Giacomazzi

d. Vice-President's Name(s): Anthony R. Traverso

PROPOSER INFORMATION FORM

e. Secretary's Name: Anthony R. Traverso

f. Treasurer's Name: Anthony R. Traverso

7. If an individual or a partnership, answer the following:

a. Date of Organization: N/A

b. Name and address of all partners (state whether general or limited partnership):

N/A

8. If other than a corporation or partnership, describe organization and name principals:

N/A

9. List other states in which Proposer's organization is legally qualified to do business.

N/A

10. What type of work does the Proposer normally perform with its own forces?

We can self perform the following work: general supervision, CPM and Short Interval Scheduling, Storm Water Pollution Prevention, surveying temp. services, cast-in-place concrete, rough carpentry, finish carpentry, and final clean-up.

11. Has Proposer ever failed to complete any work awarded to it? If so, note when, where, and why:

PROPOSER INFORMATION FORM

N/A

12. Within the last five years, has any officer or partner of Proposer's organization ever been an officer or partner of another organization when it failed to complete a contract? If so, attach a separate sheet of explanation:

N/A

13. List Trade References:

1. Butch Pope Engineering (805) 343-6897

2. Kern Steel Fabrication (661) 327-9588

3. Premier Drywall (805) 928-3397

14. List Bank References (Bank and Branch Address):

Citizens Business Bank

3695 Main Street, Riverside, CA 92501

Jason Gould, VP Center Manager, (951) 683-2112

15. Name of Bonding Company and Name and Address of Agent:

Travelers Casualty & Surety Company of America

Bonding Agent: Don Chambers / Chambers & Co.

751 Daily Drive, Suite 230, Camarillo, CA 93010

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

PROPOSER INFORMATION FORM

2. PERSONNEL ASSIGNMENT

The Proposer shall identify the key personnel to be assigned to this project in a management, construction supervision or engineering capacity. Add additional pages to identify ALL Key personnel. ****Please see resumes of AMG-LPA Team attached on next several pages.**

Proposer agrees that personnel named in this Proposal will remain on this Project until completion of all relevant Work, unless substituted by personnel of equivalent experience and qualifications approved in advance by the City.

Job Title Name % time on this project	Specialized Education	Years of construction experience relevant to the project	Summarize the experience

3. VERIFICATION AND EXECUTION

These Proposal Forms shall be executed only by a duly authorized official of the Proposer:
I declare under penalty of perjury under the laws of the State of California that the foregoing information is true and correct:

Name of Proposer AMG & Associates, Inc.
 Signature 
 Name Albert M. Giacomazzi
 Title President
 Date July 29, 2020

END OF SECTION

Bid Bond

PROPOSAL BOND FORM

(Note: This form is not required when other form of Proposer's Security, e.g. cash, certified check or cashier's check, accompanies proposal. In that case, use form Proposal Security)

NAME OF PROJECT: Fire Station No. 2 Replacement and Temporary Station

NAME OF PROPOSER: AMG & Associates, Inc.

The makers of this bond are, AMG & Associates, Inc., as Principal, and Travelers Casualty and Surety Company of America, as Surety and are held and firmly bound unto the City of Carlsbad, hereinafter called the City, in the penal sum of TEN PERCENT (10%) OF THE TOTAL PROPOSAL PRICE of the Principal submitted to City 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, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that whereas the Principal has submitted the accompanying proposal dated July 29th, 2020.

If the Principal does not withdraw its Proposal within the time specified in the Contract Documents; and if the Principal provides all required documents to the City and is awarded the Contract; then this obligation shall be null and void. Otherwise, this bond will remain in full force and effect.

Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract Documents shall affect its obligation under this bond, and Surety does hereby waive notice of any such changes.

In the event a lawsuit is brought upon this bond by the City and judgment is recovered, the Surety shall pay all litigation expenses incurred by the City in such suit, including reasonable attorneys' fees, court costs, expert witness fees and expenses.

IN WITNESS WHEREOF, the above-bound parties have executed this instrument under their several seals this 27th day of July, 2020, the name and corporate seal of each corporation.

PRINCIPAL:

Executed by SURETY

AMG & Associates, Inc.
(Name of Principal)

this 27th day of

July, 2020.

By:


(sign here)

SURETY:

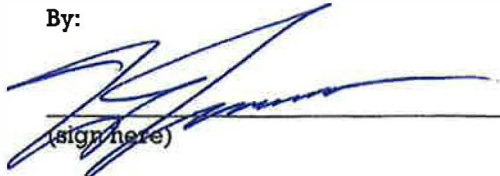
Travelers Casualty and Surety Company of America
(name of Surety)

Albert M. Giacomazzi
(Print name here)

President
(Title and Organization of Signatory)

21688 Gateway Center Drive, Diamond Bar, CA 91765
(address of Surety)

By:



(sign here)

909.612.3270
(telephone number of Surety)

PROPOSAL BOND FORM

Anthony R. Traverso
(Print name here)

Vice President AMG+Associates Inc.
(Title and Organization of Signatory)

By: 
(signature of Attorney-in-Fact)

Don Chambers
(printed name of Attorney-in-Fact)

Required Attachments:

- Corporate resolution showing current power of attorney.
- Proper notarial acknowledgment of execution by PRINCIPAL.
- Proper notarial acknowledgment of execution by SURETY.
- President or vice-president and secretary or assistant secretary must sign for corporations. If only one officer signs, the corporation must attach a resolution certified by the secretary or assistant secretary under corporate seal empowering that officer to bind the corporation.

END OF SECTION

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 Ventura

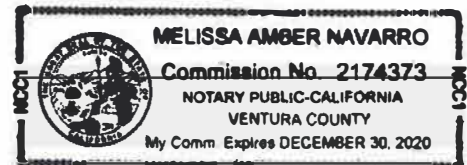
On July 27, 2020 before me, Melissa Amber Navarro, Notary Public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature Melissa Amber Navarro (Seal)





**Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company**

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Don Chambers**, of **Camarillo, California**, their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **3rd** day of **February**, 2017.



State of Connecticut

City of Hartford ss.

By: 
Robert L. Raney, Senior Vice President

On this the **3rd** day of **February**, 2017, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, 2021




Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 27th day of July, 2020




Kevin E. Hughes, Assistant Secretary

**To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney-in-Fact and the details of the bond to which the power is attached.**

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.

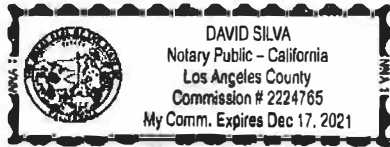
State of California)
County of Los Angeles)

On Aug 5, 2020 before me, David Silva, Public Notary
Date Here Insert Name and Title of the Officer
personally appeared Albert M. Giacomazzi and Anthony R. Traverso
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) ~~was~~ are subscribed to the within instrument and acknowledged to me that ~~was~~ they executed the same in ~~his~~ their authorized capacity(ies), and that by ~~his~~ 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 David Silva
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Proposal Bond - City of Carlsbad Document Date: July 27, 2020
Number of Pages: 5 Signer(s) Other Than Named Above: Don Chambers

Capacity(ies) Claimed by Signer(s)

Signer's Name: Albert M. Giacomazzi
 Corporate Officer — Title(s): President
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: AMG & Associates Inc

Signer's Name: Anthony R. Traverso
 Corporate Officer — Title(s): VP, Secretary
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: AMG & Associates, Inc

Proposal Form

PROPOSAL FORM

NAME OF PROJECT City of Carlsbad, Fire Station No. 2 Replacement

NAME OF PROPOSER: AMG & Associates, Inc.

The City Council
City of Carlsbad
1635 Faraday Ave, Carlsbad, CA 92008

The undersigned hereby declare that we have carefully examined the location of the proposed Work, and have read and examined the Contract Documents, including all plans, specifications, and addenda, if any, for the above-mentioned Project. The undersigned has acknowledged receipt, understanding, and full consideration of ANY and ALL addenda to the Contract Documents via PlanetBids.

We hereby propose to furnish all labor, materials, equipment, tools, transportation, and services, and to discharge all duties and obligations necessary and required to perform and complete the Project, as described and in strict conformity with the Drawings, and these Specifications for TOTAL PROPOSAL PRICE.

- Attached is the required Proposal Bond or Proposal Security in the amount of not less than 10% of the Total Proposal Price.
- Attached is the completed Proposed Subcontractors form.
- Attached is the completed Proposer Information and Experience form.
- Attached is the fully executed Non-collusion Affidavit.
- Attached is the completed Public Works Contractor Registration Certification form.
- Attached is the completed Certificate of Insurance form.
- Attached is the Statement of Redebarment form.
- Attached is the Disclosure of Discipline Record.
- Attached is the Optional Escrow agreement (if applicable).

PROPOSAL FORM

PROPOSAL SCHEDULE

General Conditions / General Requirements / Bonds	\$ 1,200,000
Construction – Mobilization / Demobilization	\$ 50,000
Construction – Mobile Office Trailers / Bathhouse	\$ 50,000
Temporary Station	
Design, Professional and Consulting Services and Permitting	\$ 114,000
Right-of-Way work	\$ 100,000
Sprung structure and trailer procurement/installation	\$ 250,000
Site fencing, lighting, temporary furnishings and certificate of occupancy	948,000
Restoration of site with new slurry seal and restriping	\$ 45,000
Permanent Station	
Design, Professional and Consulting Services and Permitting	\$ 735,000
Bus stop relocation and site fencing	\$ 100,000
Utility connections	\$ 100,000
Hazardous materials abatement and fumigation	\$ 70,000
Demolition and site clearing	\$ 150,000
Survey and elevation monitoring	\$ 30,000
Construction – concrete and masonry	\$ 600,000
Construction – building shell and roof framing	\$ 430,000
Construction – mechanical/electrical/plumbing /IT infrastructure	\$ 1,600,000
Construction – interior finishes	\$ 900,000
Site landscaping and final clean up	\$ 90,000
Coordination with commissioning agent, FF&E, and certificate of occupancy	30,000
Right-of-Way and intersection modifications	\$ 600,000
TOTAL PROPOSED LUMP SUM PRICE	\$ 10,837,000

Proposed changes to mechanical, electrical, plumbing, security, finishes, or other systems and associated lump sum price impacts: Locate condensing unit on the ground; relocate and enlarge electrical room to accommodate required switchgear and panels, and reduce feeder lengths; additional BMPs to address WQMP requirements; reduce rated glazing at Pole 116 room; omit wall tile in App Bay, provide epoxy paint over abuse resistant gyp.

Proposed ideas to enhance the facility in terms of operation, maintenance, lifecycle cost / total cost of ownership and associated lump sum price impacts: Utilize shear walls in lieu of brace frames for lateral resisting system; revise second floor wall and floor framing to wood; increase width of section door 105D.

Other: N/A

PROPOSAL FORM

The costs for any Work shown or required in the Contract Documents, but not specifically identified as a line item are to be included in the related line items and no additional compensation shall be due to Contractor for the performance of the Work.

TOTAL PROPOSAL PRICE

The TOTAL PROPOSAL PRICE on Proposal Schedule:

Total Proposal Price in Numbers: \$10,837,000

Total Proposal Price in Written Form: Ten Million, Eight Hundred and Thirty-seven Thousand

In case of discrepancy between the written price, the numerical price, or the price as submitted via PlanetBids, the PlanetBids price shall prevail.

The undersigned agrees that this Proposal Form constitutes a firm offer to the City which cannot be withdrawn for ninety (90) calendar days from and after the Proposal opening, or until a Contract for the Work is fully executed by the City and the lowest responsible proposer, whichever is later.

The Undersigned has carefully checked all of the above figures and understands that the City will not be responsible for any error or omission on the part of the Undersigned in preparing this Proposal.

RECITALS

The successful Proposer hereby agrees to sign the contract and furnish the necessary bonds and certificates of insurance within ten (10) working days after the City issues the Notice of Award to the successful Proposer.

The Undersigned agrees that in case of failure to execute the required Contract with necessary bonds and insurance policies within said time period, the City may pursue to award the contract to the next lowest responsible Proposer and the Proposal Security of the lowest Proposer may be forfeited.

Upon receipt of the signed contract and other required documents, the City will proceed to execute the contract and issue the Notice to Proceed. The time of completion shall commence on the date of the Notice to Proceed, unless otherwise specified. The undersigned agrees to begin the Work within ten (10) working days of the date of the Notice to Proceed, unless otherwise specified.

The Undersigned is aware of the provisions of section 3700 of the Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code and agrees to comply with such provisions before commencing the performance of the work of this Contract and continue to comply until the contract is complete.

The Undersigned is aware of the provisions of the Labor Code, Part 7, Chapter 1, Article 2, relative to the general prevailing rate of wages for each craft or type of worker needed to execute the Contract and agrees to comply with its provisions.

The Undersigned Proposer declares, under penalty of perjury, that the undersigned is licensed to do business or act in the capacity of a contractor within the State of California and that this statement is true

PROPOSAL FORM

and correct and has the legal effect of an affidavit. The following are the Proposer's applicable license number(s), with their expiration date(s) and class of license(s):

License Number 881824; Expiration Date: 7-31-2022

Class A - General Engineering

Class B - General Building

If the Proposer is a joint venture, each member of the joint venture must include the required licensing information.

A Proposal submitted to the City by a Contractor who is not licensed as a contractor pursuant to the Business and Professions Code shall be considered nonresponsive and shall be rejected by the City. In all contracts where federal funds are involved, no Proposal submitted shall be invalidated by the failure of the Proposer to be licensed in accordance with California law. However, at the time the contract is awarded, the contractor shall be properly licensed.

The Undersigned Proposer hereby represents as follows:

1. That no Council member, officer agent, or employee of the City of Carlsbad is personally interested, directly or indirectly, in this Contract, or the compensation to be paid hereunder; that no representation, oral or in writing, of the City Council, its officers, agents, or employees has inducted Proposer to enter into this Contract, excepting only those contained in this form of Contract and the papers made a part hereof by its terms; and
2. That this Proposal is made without connection with any person, firm, or corporation making a Proposal for the same work, and is in all respects fair and without collusion or fraud.

Accompanying this Proposal is Proposer's Bond
(Cash, Certified Check, Proposer's Bond or Cashier's Check) for ten percent (10%) of the amount Proposal, payable to City of Carlsbad as Proposal Security and which is given as a guarantee that the undersigned will enter into a contract and provide the necessary bonds and certificates of insurance if awarded the Contract.

Organized under the laws of the State of California, the Proposer is: (check one)

- an individual
- a partnership
- a corporation

PROPOSAL FORM

IF A SOLE OWNER OR SOLE CONTRACTOR SIGN HERE: N/A

I hereby certify under penalty of perjury under the laws of the State of California that all of the information submitted in connection with this Proposal and all of the representations made herein are true and correct.

1 Name under which business is conducted

2 Signature (given and surname) of proprietor

Printed/ typed Name

3 Place of Business
(Full Address: street, number, city, state, zip)

4 Telephone Number

5 Email

NOTARIAL ACKNOWLEDGMENT OF EXECUTION BY ALL SIGNATORIES MUST BE ATTACHED

PROPOSAL FORM

IF A PARTNERSHIP, SIGN HERE: N/A

I hereby certify under penalty of perjury under the laws of the State of California that all of the information submitted in connection with this Proposal and all of the representations made herein are true and correct.

1 Name under which business is conducted

2 Signature (given and surname and role)
(Note: Signature must be made by a general partner)

Printed/ typed Name

3 Place of Business
(Full Address: street, number, city, state, zip)

4 Telephone Number

5 Email

NOTARIAL ACKNOWLEDGMENT OF EXECUTION BY ALL SIGNATORIES MUST BE ATTACHED

PROPOSAL FORM

IF A CORPORATION, SIGN HERE:

I hereby certify under penalty of perjury under the laws of the State of California that all of the information submitted in connection with this Proposal and all of the representations made herein are true and correct.

- 1 Name under which business is conducted

AMG & Associates, Inc.

- 2 Signature (given and surname and Title)

(Note: Signature must be made by a someone who can bind the corporation)



Printed/ typed Name

Albert M. Giacomazzi II

- 3 Place of Business
(Full Address: street, number, city, state, zip)

26535 Summit Circle

Santa Clarita, CA

91350

- 4 Telephone Number

(661) 251-7501

- 5 Email

albert@amgassociatesinc.com

NOTARIAL ACKNOWLEDGMENT OF EXECUTION BY ALL SIGNATORIES MUST BE ATTACHED

****Please see attached notary statement at end of proposal.**

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 Los Angeles)

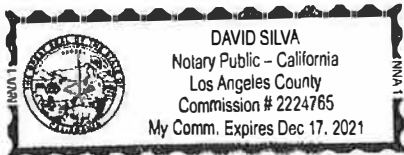
On Aug. 5, 2020 before me, David Silva, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Albert M. Giacomazzi
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/it~~ executed the same in his/~~her/its~~ authorized capacity(ies), and that by his/~~her/its~~ 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 David Silva
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Proposal Form - Fire Station No 2 Document Date: No Date

Number of Pages: 2 Signer(s) Other Than Named Above: None

Capacity(ies) Claimed by Signer(s)

Signer's Name: Albert M. Giacomazzi

Corporate Officer — Title(s): President

Partner — Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer Is Representing: AMG & Associates, Inc

Signer's Name: _____

Corporate Officer — Title(s): _____

Partner — Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer Is Representing: _____

PROPOSAL FORM

List below names of president, vice president, secretary and assistant secretary, if a corporation; if a partnership, list names of all general partners, and managing partners:

Albert M. Giacomazzi, President

Anthony R. Traverso, Vice President/Secretary

PROPOSAL FORM

Approved as to form this 29th day of July 20 20.

Attorney for City of Carlsbad

END OF SECTION

PROPOSAL SECURITY FORM

(Note: This form is required when cash, certified check or cashier's check, accompanies proposal. If Proposal Bond is being provided, use form Proposal Bond) ****Please see Proposal Bond Form on next page**

NAME OF PROJECT: _____

NAME OF PROPOSER: _____

Accompanying this proposal is a Certified / Cashiers check payable to the order of City of Carlsbad, in the sum of _____

dollars (\$ _____), this amount being ten percent (10%) of the total amount of the proposal. The proceeds of this check shall become the property of the City, provided this proposal shall be accepted by the City through action of its legally constituted contracting authorities and the undersigned shall fail to execute a contract and furnish the required Performance, Warranty and Payment Bonds and proof of insurance coverage within the stipulated time; otherwise, the check shall be returned to the undersigned. The proceeds of this check shall also become the property of the City if the undersigned shall withdraw his or her proposal within the period of fifteen (15) days after the date set for the opening thereof, unless otherwise required by law, and notwithstanding the award of the contract to another proposer.

PROPOSER

Required Attachments:

- Certified Check or Cashiers Check

END OF SECTION

Bid Bond

PROPOSAL BOND FORM

(Note: This form is not required when other form of Proposer's Security, e.g. cash, certified check or cashier's check, accompanies proposal. In that case, use form Proposal Security)

NAME OF PROJECT: Fire Station No. 2 Replacement and Temporary Station

NAME OF PROPOSER: AMG & Associates, Inc.

The makers of this bond are, AMG & Associates, Inc., as Principal, and Travelers Casualty and Surety Company of America, as Surety and are held and firmly bound unto the City of Carlsbad, hereinafter called the City, in the penal sum of TEN PERCENT (10%) OF THE TOTAL PROPOSAL PRICE of the Principal submitted to City 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, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that whereas the Principal has submitted the accompanying proposal dated July 29th, 2020.

If the Principal does not withdraw its Proposal within the time specified in the Contract Documents; and if the Principal provides all required documents to the City and is awarded the Contract; then this obligation shall be null and void. Otherwise, this bond will remain in full force and effect.

Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract Documents shall affect its obligation under this bond, and Surety does hereby waive notice of any such changes.

In the event a lawsuit is brought upon this bond by the City and judgment is recovered, the Surety shall pay all litigation expenses incurred by the City in such suit, including reasonable attorneys' fees, court costs, expert witness fees and expenses.

IN WITNESS WHEREOF, the above-bound parties have executed this instrument under their several seals this 27th day of July, 2020, the name and corporate seal of each corporation.

PRINCIPAL:

Executed by SURETY

AMG & Associates, Inc.
(Name of Principal)

this 27th day of
July, 2020.

By:


(sign here)

SURETY:

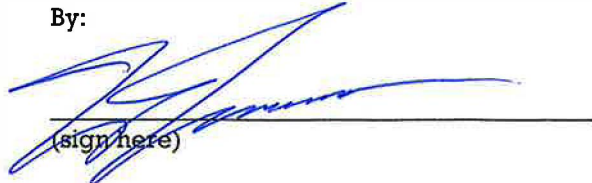
Travelers Casualty and Surety Company of America
(name of Surety)

Albert M. Giacomazzi
(Print name here)

President
(Title and Organization of Signatory)

21688 Gateway Center Drive, Diamond Bar, CA 91765
(address of Surety)

By:


(sign here)

909.612.3270
(telephone number of Surety)

PROPOSAL BOND FORM

Anthony R. Traverso
(Print name here)

Vice President, AMG+Associates, Inc.
(Title and Organization of Signatory)

By: 
(signature of Attorney-in-Fact)

Don Chambers
(printed name of Attorney-in-Fact)

Required Attachments:

- Corporate resolution showing current power of attorney.
- Proper notarial acknowledgment of execution by PRINCIPAL.
- Proper notarial acknowledgment of execution by SURETY.
- President or vice-president and secretary or assistant secretary must sign for corporations. If only one officer signs, the corporation must attach a resolution certified by the secretary or assistant secretary under corporate seal empowering that officer to bind the corporation.

END OF SECTION

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 Ventura)

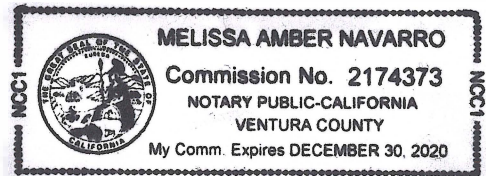
On July 27, 2020 before me, Melissa Amber Navarro, Notary Public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature Melissa Amber Navarro (Seal)





**Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company**

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Don Chambers, of Camarillo, California**, their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **3rd** day of **February**, 2017.



State of Connecticut

City of Hartford ss.

By:
Robert L. Raney, Senior Vice President

On this the **3rd** day of **February**, 2017, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, 2021



Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 27th day of July, 2020



Kevin E. Hughes, Assistant Secretary

**To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney-in-Fact and the details of the bond to which the power is attached.**

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 Los Angeles)

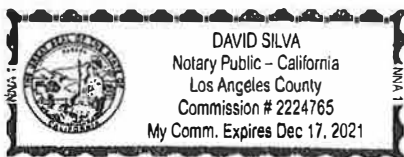
On Aug 5, 2020 before me, David Silva, Public Notary
Date Here Insert Name and Title of the Officer

personally appeared Albert M. Giacomazzi and Anthony R. Traverso
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) ~~was~~ are subscribed to the within instrument and acknowledged to me that ~~was~~ they executed the same in ~~his~~ their authorized capacity(ies), and that by ~~his~~ 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 David Silva
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Proposal Bond - City of Carlsbad Document Date: July 27, 2020
Number of Pages: 5 Signer Other Than Named Above: Don Chambers

Capacity(ies) Claimed by Signer(s)

Signer's Name: Albert M. Giacomazzi
 Corporate Officer — Title(s): President
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: AMG & Associates Inc

Signer's Name: Anthony R. Traverso
 Corporate Officer — Title(s): VP, Secretary
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: AMG & Associates, Inc

PROPOSED SUBCONTRACTORS FORM

NAME OF PROJECT: City of Carlsbad, Fire Station No. 2 Replacement

NAME OF PROPOSER: AMG & Associates, Inc.

In compliance with the Subletting and Subcontracting Fair Practices Act Chapter 4 (commencing at Section 4100), Part 1, Division 2 of the Public Contract Code of the State of California and any amendments thereof, Proposer shall set forth below: (a) the name and the location of the place of business, (b) the California contractor license number, (c) the DIR public works contractor registration number, and (d) the portion of the work which will be done by each subcontractor who will perform work or labor or render service to the Proposer in or about the construction of the work or improvement to be performed under this Contract in an amount in excess of one-half of one percent (0.5%) of the Proposer's Total Proposal Price. Notwithstanding the foregoing, if the work involves the construction of streets and highways, then the Proposer shall list each subcontractor who will perform work or labor or render service to the Proposer in or about the work in an amount in excess of one-half of one percent (0.5%) of the Proposer's Total Proposal Price or \$10,000, whichever is greater. No additional time shall be granted to provide the below requested information.

If a Proposer fails to specify a subcontractor or if a contractor specifies more than one subcontractor for the same portion of work, then the Proposer shall be deemed to have agreed that it is fully qualified to perform that portion of work and that it shall perform that portion itself. No changes in the subcontractors listed work will be made without the prior approval of the Agency.

Attach additional pages as required. ****Please see 3 pages of Subcontractors Form attached.**



Albert M. Giacomazzi

(signature of Proposer)

PROPOSED SUBCONTRACTORS FORM

Name of Subcontractor	Location of Business	CSLB Contractor License No.	DIR Registration Number	Work to be done by Subcontractor	% of Work
DMC Enterprises	Vista	967973	1000428670	Earthwork / Demo	1%
Enkay	Fountain Valley	509785	1000009004	Abatement	.5%
Ramirez	Azusa	1019358	1000045372	Concrete	4%
Afakori, Inc.	Lake Elsinore	858004	1000001585	Structural Steel	4
Abdellatif Enteriprise	Laguna Hills	662128	1000001544	Rough Carpentry	4
New Star Construction	Carlsbad	1037776	1000056859	Casework	1
A Good Roofer	Lakeside	685015	1000000746	Roofing	.5

PROPOSED SUBCONTRACTORS FORM

Name of Subcontractor	Location of Business	CSLB Contractor License No.	DIR Registration Number	Work to be done by Subcontractor	% of Work
Slater Glass	Arcadia	893323	1000004146	Storefront Glazing	2
Byron Epp	Laguna Hills	433078	1000014101	Four-Fold Glazed Doors	1
Platinum Construction	Stanton	870864	1000006755	Plaster / Drywall	5
Continental Marble & Tile	Corona	394	1000002594	Tile	1
Pennsylvania Coatings	Temecula	986689	1000010832	Painting	1
Pipetrades	San Diego	998580	1000011653	Plumbing and Site Utilities	3
WR Robbins	Oceanside	890971	1000004711	HVAC	4

END OF SECTION

PROPOSED SUBCONTRACTORS FORM

Name of Subcontractor	Location of Business	CSLB Contractor License No.	DIR Registration Number	Work to be done by Subcontractor	% of Work
APS Purification Systems	San Diego	621360	1000030031	Vehicle Exhaust	1
MAC GC-Electric	San Diego	911785	1000050902	Electrical	8
Crosstown Electrical	Irwindale	756309	1000000155	Traffic Signal	3
Pacific Manufactured Homes	San Marcos	N/A	1000587801	Temp. Living Quarters	1

PROPOSER INFORMATION FORM

NAME OF PROJECT: City of Carlsbad, Fire Station No. 2 Replacement

NAME OF PROPOSER: AMG & Associates, Inc.

1. INFORMATION ABOUT PROPOSER

(Indicate not applicable ("N/A") where appropriate.)

NOTE: Where Proposer is a joint venture, pages shall be duplicated and information provided for all parties to the joint venture.

1. Name of Proposer: AMG & Associates, Inc.

2. Type, if Entity: S-Corporation

3. Proposer Address: 26535 Summit Circle, Santa Clarita, CA 91350

a. Facsimile Number (661) 251-7405

b. Telephone Number (661) 251-7401

c. Email Address albert@amgassociatesinc.com

4. How many years has Proposer's organization been in business as a Contractor? 15 years

5. How many years has Proposer's organization been in business under its present name?

15 years

a. Under what other or former names has Proposer's organization operated?

N/A

6. If Proposer's organization is a corporation, answer the following:

a. Date of Incorporation: 4-14-2005

b. State of Incorporation: California

c. President's Name: Albert M. Giacomazzi

d. Vice-President's Name(s): Anthony R. Traverso

PROPOSER INFORMATION FORM

e. Secretary's Name: Anthony R. Traverso

f. Treasurer's Name: Anthony R. Traverso

7. If an individual or a partnership, answer the following:

a. Date of Organization: N/A

b. Name and address of all partners (state whether general or limited partnership):

N/A

8. If other than a corporation or partnership, describe organization and name principals:

N/A

9. List other states in which Proposer's organization is legally qualified to do business.

N/A

10. What type of work does the Proposer normally perform with its own forces?

We can self perform the following work: general supervision, CPM and Short Interval
Scheduling, Storm Water Pollution Prevention, surveying temp. services, cast-in-place
concrete, rough carpentry, finish carpentry, and final clean-up.

11. Has Proposer ever failed to complete any work awarded to it? If so, note when, where, and why:

PROPOSER INFORMATION FORM

N/A

12. Within the last five years, has any officer or partner of Proposer’s organization ever been an officer or partner of another organization when it failed to complete a contract? If so, attach a separate sheet of explanation:

N/A

13. List Trade References:

1. Butch Pope Engineering (805) 343-6897

2. Kern Steel Fabrication (661) 327-9588

3. Premier Drywall (805) 928-3397

14. List Bank References (Bank and Branch Address):

Citizens Business Bank

3695 Main Street, Riverside, CA 92501

Jason Gould, VP Center Manager, (951) 683-2112

15. Name of Bonding Company and Name and Address of Agent:

Travelers Casualty & Surety Company of America

Bonding Agent: Don Chambers / Chambers & Co.

751 Daily Drive, Suite 230, Camarillo, CA 93010

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PROPOSER INFORMATION FORM

2. PERSONNEL ASSIGNMENT

The Proposer shall identify the key personnel to be assigned to this project in a management, construction supervision or engineering capacity. Add additional pages to identify ALL Key personnel. ****Please see resumes of AMG-LPA Team attached on next several pages.**

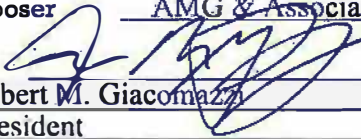
Proposer agrees that personnel named in this Proposal will remain on this Project until completion of all relevant Work, unless substituted by personnel of equivalent experience and qualifications approved in advance by the City.

Job Title Name % time on this project	Specialized Education	Years of construction experience relevant to the project	Summarize the experience

3. VERIFICATION AND EXECUTION

These Proposal Forms shall be executed only by a duly authorized official of the Proposer:
I declare under penalty of perjury under the laws of the State of California that the foregoing information is true and correct:

Name of Proposer AMG & Associates, Inc.

Signature 

Name Albert M. Giacomazzi

Title President

Date July 29, 2020

END OF SECTION