



CITY OF COSTA MESA

P.O. BOX 1200 • 77 FAIR DRIVE • CALIFORNIA 92628-1200

FROM THE DEPARTMENT OF PUBLIC WORKS/ENGINEERING DIVISION

October 7, 2026

Sent by E-Mail and U.S. Mail

Brian Abghari
PCN3, Inc.
10591 Humbolt Street, Unit A
Los Alamitos, CA 90720
babghari@pcn3.com

**SUBJECT: FIRE STATION NO. 2 RECONSTRUCTION, CITY PROJECT 26-05 –
DENIAL OF PCN3 BID PROTEST OF AMG & ASSOCIATES, INC. BID
PROPOSAL**

Dear Brian Abghari,

The City of Costa Mesa (City) is in receipt of the bid protest letter from PCN3, Inc., (PCN3) dated September 25, 2026, and received by the City on September 28, 2026, for bid proposal received from AMG & Associates, Inc. (AMG). Please refer to the attached response from AMG to your protest letter. For the reasons set forth below, following City staff's review and analysis of the protest and, in consultation with legal counsel, I have determined that AMG submitted a responsive bid. Your bid protest is rejected pursuant to the procedures set forth in the Information for Bidders, pg. B-4, item No. 23. Accordingly, the City will move forward with awarding the Project to AMG.

California Public Contract Code section 20162, which governs the City's award of the contract for this Project, requires that the contract be awarded, if at all, to the lowest responsible bidder. A bid is responsive if it promises to do what the bidding instructions demand. (See *D.H. Williams Construction, Inc. v. Clovis Unified School Dist.*, 146 Cal. App. 4th 757, 764 (5th Dist. 2007).) Responsiveness is determined from the face of the bid. (See *Great West Contractors, Inc. v. Irvine Unified School Dist.*, 187 Cal. App. 4th 1425, 1452-53 (4th Dist. 2010).) A bid that substantially conforms to a call for bids may, although not strictly responsive, be accepted if the variance is inconsequential, meaning the variance cannot have affected the amount of the bid or given a bidder an advantage or benefit not allowed other bidders. (See *Ghilotti Construction Co. v. City of Richmond*, 45 Cal. App. 4th 897, 904 (1st Dist. 1996).) An actual competitive advantage arises only when a bid defect establishes an actual ground for a successful bidder to withdraw its bid without incurring liability under its bond. (See *Bay Cities Paving & Grading, Inc. v. City of San Leandro*, 223 Cal. App. 4th 1181 (1st Dist. 2014).)

The following responds to the items listed in PCN3's protest:

1. Inconsistent and Unclear Bid Amount

AMG has confirmed their bid amount of \$14,821,000 listed on Proposal Page P-2 is correct and includes the specified project allowances.

2. Unsigned Bid Documents

Both pages P-2 and P-8 contain AMG's bidding initials and P-8 is notarized as required. Additionally, AMG's bid package is accompanied by a signed and notarized bid bond. AMG has further confirmed their bid as submitted is official and binding.

3. Listed Subcontractor Has an Expired DIR Registration

AMG has listed subcontractor Ameriscape as the DBA for S&A Construction for the landscaping scope of work, which holds an active DIR registration. The CSLB license number provided in AMG's bid proposal properly represents S&A Construction, a licensed C-27 landscape contractor, and identifies Ameriscape as the DBA.

4. Failure to List Qualified/Authorized Installer for the Vehicle Exhaust Removal System

AMG has provided confirmation that the vehicle exhaust removal system will be installed by certified Plymovent technicians by Air Exchange and subcontractor Motion Mechanical.

Accordingly, the concerns noted in PCN3's protest are deemed to be inconsequential and/or not applicable, and they fail to establish that AMG received an actual competitive advantage in bidding on the Project. I have therefore determined that AMG's bid proposal is responsive. Please be advised that the Project is scheduled to be awarded to the lowest responsive and responsible bidder by the City Council at its regular Council meeting on October 20, 2026, commencing at 6:00 p.m.

Sincerely,



Raja Sethuraman, P.E.
Public Works Director
City of Costa Mesa

Attachments:

PCN3 Protest of AMG & Associates, Inc. Bid Proposal
AMG & Associates, Inc. Response to PCN3 Bid Protest Letter

c: Arash Rahimian, Senior Engineer
Patrick Bauer, Deputy Public Works Director
Tarquin Preziosi, Assistant City Attorney
Amie Zeoli, Senior Management Analyst
Albert Giacomazzi, AMG & Associates, Inc.
Gladys Gonzalez, Management Analyst
File



10591 Humbolt Street, Unit A, Los Alamitos, CA 90720 Phone: 562-493-4124 Fax: 562-493-4129, License#: 786518

September 25, 2026

Via Email
Via FedEx
Via Handdeliver

To: Raja Sethuraman
Public Works Director
City of Costa Mesa
77 Fair Drive
Costa Mesa, CA, 92626
Email: raja.sethuraman@costamesaca.gov

Cc: AMG & Associates, Inc.
26535 Summit Circle
Santa Clarita, CA, 91350
Email: estimating@amgassociatesinc.com

Re: Bid Protest on bid proposal from The AMG & Associates, Inc. on Fire Station No. 2
Reconstruction, City Project 26-05

Dear Raja:

This letter serves as PCNB, Inc.'s formal bid protest against the bid proposal submitted by The AMG & Associates, Inc. ("AMG"), California Contractor's License No. 881824, for the above-referenced project.

Based on the material defects and inconsistencies identified below, AMG's bid proposal is non-responsive and should be rejected by the city.

1. Inconsistent and Unclear Bid Amount

AMG's bid proposal contains an inconsistency regarding its bid amount.

On page P-2 of AMG's bid package, the **Total Amount for Lump Sum Bid, Including Allowances**, is stated in words as:

"Fourteen Million Eight Hundred Twenty-One Thousand" dollars

and numerically as **\$14,821,000.00**.

However, on page P-1, AMG identifies its **Lump Sum Base Bid** numerically as **\$14,821,000.00**.

The project includes a **\$600,000 allowance**. Accordingly, it is unclear whether AMG's intended base bid is **\$14,221,000.00**, with the \$600,000 allowance added to reach a total of \$14,821,000.00, or whether AMG intended its base bid itself to be \$14,821,000.00.

This discrepancy creates a material ambiguity as to the actual amount of AMG's bid and prevents the City from determining with certainty the price AMG actually offered to perform the work. Because a public agency cannot



10591 Humbolt Street, Unit A, Los Alamitos, CA 90720 Phone: 562-493-4124 Fax: 562-493-4129, License#: 786518

accept a bid containing a material ambiguity concerning the bid price, this defect renders AMG's bid non-responsive. See **Exhibit A**.

2. Unsigned Bid Documents

AMG failed to properly execute required portions of its bid documents.

Specifically, page P-2 of AMG's bid proposal, where the total bid amount is required to be signed, and initialed, is not properly signed or initialed. As a result, the bid amount has not been properly executed or by AMG.

In addition, AMG's **Non-Collusion Affidavit on page P-8 is not signed**. The absence of the required signature renders the affidavit incomplete and invalid.

These are material defects in AMG's bid submission and provide an additional basis for determining that the bid is non-responsive.

3. Listed Subcontractor Has an Expired DIR Registration

AMG listed **Ameriscape** as its subcontractor for the landscaping scope of work. However, Ameriscape's DIR registration expired on **June 30, 2024** (exhibit B)

The City's Notice Inviting Bids, paragraph 7, provides:

"Pursuant to Labor Code sections 1725.5 and 1771.1, no contractor or subcontractor shall be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work unless registered and qualified pursuant to Labor Code section 1725.5."

Because AMG listed a subcontractor whose DIR registration was expired, AMG's bid does not comply with the City's stated bidding requirements and is therefore non-responsive.

4. Failure to List a Qualified/Authorized Installer for the Vehicle Exhaust Removal System

AMG listed **Motion Mechanical** as its subcontractor for the vehicle exhaust removal system.

However, Specification Section **111460.1.4.B** requires:

"Erector: Company authorized by manufacturer and specializing in installing vehicle exhaust removal systems with minimum ten years documented experience."

The specified vehicle exhaust removal system is manufactured by **Plymovent Corporation**. According to Plymovent Corporation's list of authorized companies, **Air Exchange** is the authorized installer for this system. See **Exhibit C**.

AMG, however, listed Motion Mechanical for this scope of work rather than the manufacturer-authorized installer. Based on the manufacturer's authorized-installer requirements and the project specifications, Motion Mechanical cannot satisfy the specified requirement for installation of the vehicle exhaust removal system.



10591 Humbolt Street, Unit A, Los Alamitos, CA 90720 Phone: 562-493-4124 Fax: 562-493-4129, License#: 786518

This is not merely a matter of AMG's intended means and methods. The bid documents expressly require an installer authorized by the manufacturer and having the specified experience. AMG's failure to identify a subcontractor capable of satisfying this mandatory requirement constitutes a material deviation from the bidding requirements and renders AMG's bid non-responsive.

PCN3 has also obtained a proposal from **Air Exchange** for this project, which is provided as **Exhibit D** and further confirms the availability of the manufacturer-authorized installer for this required scope.

Conclusion

For the reasons stated above, AMG's bid proposal contains multiple material defects and deviations from the City's bidding requirements, including:

1. An inconsistent and ambiguous bid amount;
2. Failure to properly execute required bid documents;
3. Listing a subcontractor with an expired DIR registration; and
4. Failure to list a qualified and manufacturer-authorized installer for the required vehicle exhaust removal system.

These defects are material and affect AMG's compliance with the City's bid requirements. Accordingly, PCN3, Inc. respectfully requests that the City reject AMG's bid proposal as non-responsive and award the contract to PCN3, Inc., as the lowest responsive and responsible bidder.

Should you have any questions or require additional information regarding this protest, please contact me at (562) 493-4124, ext. 407. All correspondence regarding this matter may also be sent to babghari@pcn3.com or mailed to:

PCN3, Inc.

10591 Humbolt Street, Unit A
Los Alamitos, CA 90720

Sincerely,

Brian Abghari
President
PCN3, Inc.

Exhibit A

City of Costa Mesa

Fire Station No. 02

The Honorable City Council
City of Costa Mesa
77 Fair Drive
Costa Mesa, CA 92626

PROPOSAL SCHEDULE

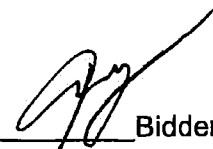
Dear Council Members:

In compliance with the NOTICE INVITING BIDS FOR THE **FIRE STATION NO. 2 RECONSTRUCTION, CITY PROJECT NO. 26-05**, a copy which is hereto attached, the undersigned has carefully examined the location of the proposed work, the plans, specifications and other contract documents and is therefore satisfied as to the conditions to be encountered, as to the character, quality and quantity of work to be performed and materials to be furnished and as to the requirements of the specifications and the contract. It is mutually agreed that the submission of a proposal shall be considered prima facie evidence that the bidder has made such examination. If awarded the contract, the undersigned agrees to commence the work under the contract **WITHIN TEN (10) DAYS AFTER DATE OF CONTRACT, AND COMPLETE SAID WORK WITHIN SEVEN HUNDRED THIRTY (730) CALENDAR DAYS** from the first day of commencement of such work unless legal extension is granted in accordance with the terms set forth in the specifications, and to perform and complete the work as shown on the plans and in accordance with the specifications and other contract documents, and to furnish all labor, materials, tools and equipment necessary to complete the work in-place therefor, in the manner and time herein prescribed at the following prices, to wit:

Lump Sum Base Bid: \$ 14,821,000

NOTE: A mandatory pre-bid job walk of the project site is required. Bids will not be accepted from any contractor who does not attend the mandatory pre-bid job walk.

P-1

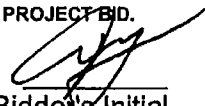

Bidder's Initial
AMG- Albert M. Giacomazzi- President

**PROPOSAL SCHEDULE
(CONTINUED) - ALLOWANCES**

<u>Item</u>	<u>Description</u>	<u>Total Amount</u>
1	Allowance No. 01 – Unforeseen Hazardous Material Abatement / Remediation	<u>\$ 75,000.00</u>
2	Allowance No. 02 – Unforeseen / unsuitable soil remediation	<u>\$ 75,000.00</u>
3	Allowance No. 03 – Unforeseen man-made buried objects remediation	<u>\$ 75,000.00</u>
4	Allowance No. 04 – Additional sound mitigation measures	<u>\$ 75,000.00</u>
5	Allowance No. 05 – Unforeseen utility relocation measures	<u>\$ 75,000.00</u>
6	Allowance No. 06 – Additional traffic control measures	<u>\$ 50,000.00</u>
7	Allowance No. 07 – Additional SWPPP requirements	<u>\$ 50,000.00</u>
8	Allowances No. 08 – Additional Work Items, as directed by the City.	<u>\$ 125,000.00</u>

ALLOWANCES SUBOTAL: \$ 600,000.00

ALLOWANCES AS SET FORTH IN THE CONTRACT DOCUMENTS ARE TO BE USED AS COMPENSATION FOR ITEMS AS SET IN THE SPECIAL PROVISIONS. THE ALLOWANCE AMOUNTS ARE TO BE INCLUDED IN THE TOTAL PROJECT BID.


Bidder's Initial

AMG -Albert M. Giacomazzi-
President

**PROPOSAL SCHEDULE
(CONTINUED)**

NOTE:

1. The accuracy of estimate quantities as shown is not guaranteed; the Bidder shall make his/her own estimate from the drawings and field review for verification. If the unit price and the total amount are different, the unit price will control the bid. Payment shall be based on actual work done and/or actual quantities used.
2. The City reserves the right to delete one or more bid items and/or to increase or decrease bid items' quantities, at no additional cost to the City.
3. FA designates force account. Payment shall be made on a time and materials basis, only if directed by the Engineer.
4. (F) Designates Final Pay Item. When an item of work is designated as "FINAL PAY ITEM" in the Specifications, the estimated quantity for that item of work shall be the final pay quantity, unless the dimensions of any portion of that item are revised by the Engineer, or the item or any portion of the item is eliminated. If the dimensions of any portion of the item are revised, and the revisions result in an increase or decrease in the estimated quantity of that item of work, the final pay quantity for the item will be revised in the amount represented by the changes in the dimensions. If a final pay item is eliminated, the estimated quantity for the item will be eliminated. If a portion of a final pay item is eliminated, the final pay quantity will be revised in the amount represented by the eliminated portion of the item of work.

The estimated quantity for each item of work designated as "FINAL PAY ITEM" in the Specifications, shall be considered as approximate only, and no guarantee is made that the quantity which can be determined by computations, based on the details and dimensions shown on the plans, will equal the estimated quantity. No allowance will be made in the event that the quantity based on computations does not equal the estimated quantity.

In case of discrepancy between the quantity shown in the Engineer's Estimate for a final pay item and the quantity or summation of quantities for the same item shown on the plans, payment will be based on the quantity shown in the Engineer's Estimate.



Bidder's Initials

AMG- Albert M. Giacomazzi-
President

**PROPOSAL SCHEDULE
(CONTINUED)**

(Please Type or Print)

Total Amount for Lump Sum Bid including Allowances (in written words) _____
Fourteen million eighthundred twenty-one thousand (\$ 14,821,000)
in figures

Contractor's Lawful Name: AMG & Associates, Inc.Bidder's Name: AMG & Associates, Inc.

Bidder's Initials: _____

AMG- Albert M. Giacomazzi- PresidentContractor's License No. 881824Expiration: 07/31/2028Contractor's Taxpayer I.D. Number: 20-2978930Contractor's PWC Registration Number: 1000000413Signature: _____
Albert M. Giacomazzi- PresidentDate: 09/18/2026Contractor's Address: 26535 Summit Circle
Santa Clarita, CA 91350Telephone Number: (661) 254-7401

Mobile No.: (_____) _____

Fax Number: (661) 254-7405E-mail: estimating@amgassociatesinc.com**24-Hour Emergency Contacts:**Jim Nies

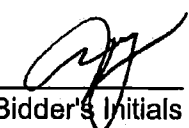
Name

Telephone Number: (661) 251-7401Mobile No.: (661) 694-8520Ed Paganni

Name

Telephone No.: (661) 251-7401Mobile No.: (661) 753-6304Kevin Ham

Name

Telephone No.: (661) 251-7401Mobile No.: (951) 757-0078
Bidder's InitialsAMG - Albert M. Giacomazzi-
President

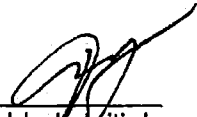
**PROPOSAL SCHEDULE
(CONTINUED)**

The Contractor agrees that the City will not be held responsible if any of the approximate quantities shown in the foregoing proposal shall be found incorrect, and he shall not make any claim for damages or for loss of profits because of a difference between the quantities of the various classes of work as estimated and the work actually done. If any error, omission or misstatements shall be discovered in the estimated quantities, it shall not invalidate this contract or release the Contractor from the execution and completion of the whole or part of the work herein specified, in accordance with the specifications and the plans herein mentioned and the prices herein agreed upon and fixed therefore, or excuse him from any of the obligations or liabilities hereunder, or entitle him to any damages or compensation otherwise than as provided for in this contract.

The Contractor agrees that the City shall have the right to increase or decrease the quantity of any bid item or portion of the work or to omit portions of the work as may be deemed necessary or expedient, and that the payment for incidental items or work, not separately provided in the proposal shall be considered included in the price bid for other various items or work.

Accompanying this proposal is "Cash," "Certified Check," or "Bidder's Bond" (circle one) in the amount of 10% (\$) equal to at least ten (10%) percent of the total bid price, payable to the City of Costa Mesa, to guarantee that within fourteen (14) days after written notice is deposited in the mail, or the bidder has received notice by telephone, the bidder will furnish proper Certificates of Insurance, and required bonds satisfactory to the City and execute a contract in accordance with the proposal and in the manner and form required by the contract documents.

The undersigned deposits the above-named security as a proposal guarantee and agrees that it shall be forfeited to the City of Costa Mesa as Liquidated Damages if the above requirements are not complied with.


Bidder's Initials

AMG- Albert M Giacomazzi-
President

Respectfully Submitted by:

AMG & Associates, Inc.

Contractor's Business Name

26535 Summit Circle

Business Address: Street

Santa Clarita, CA 91350

City State Zip

(661) 251 - 7401

Business Phone Number

Albert M. Giacomazzi- President

Name Title

Santa Clarita, CA 91350

City State Zip

AMG & Associates, Inc. Principal

Contractor Title

Albert M. Giacomazzi- President

By Title

881824 A & B

Contractor's License No. and Classification

09/18/2026

Date

26535 Summit Circle Santa Clarita, CA 91350

Residence: Street

(661) 251-7401

Residence phone Number

If the bid is by a corporation, state the names of the officers who can sign an agreement on behalf of the corporation and whether more than one officer must sign.

☒ Corporation

Taxpayer I.D. Number: 20-2978930

Name Albert M. Giacomazzi- President

Name Anthony R. Traverso- VicePresident/ Secretary/Treasurer

Name _____

Can Sign

Must Sign

☒
☒
☐

☐
☐
☐

If the bid is by a partnership or a joint venture, state the names and addresses of all general partners and joint venturers.

☐ Partnership or Joint Ventures

Taxpayer I.D. Number: _____

Name N/A

Address _____

Name _____

Address _____

If the bidder is a sole proprietorship or another entity that does business under a fictitious name, the bid shall be in the real name of the bidder with a designation following showing "DBA (the fictitious name)"; provided, however, no fictitious name shall be used unless there is a current registration with the Orange County Recorder.

The full names and residences of all persons and parties interested in the foregoing proposal, as principals, are as follows:

NOTE: Give first and last names in full; in case of corporation, give names of President, Secretary, Treasurer and Manager, and affix corporate seal; in case of partnerships and joint ventures, give names of all the individual members.

AMG & Associates, Inc.

Albert M. Giacomazzi- President

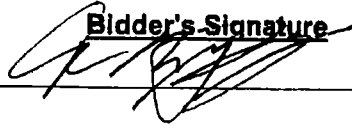
Anthony R. Traverso- Vice President/ Secretary/ Treasurer

Bidder's Initials

AMG- Albert M.
Giacomazzi-President

ADDENDA

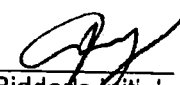
Bidder shall signify receipt of all Addenda here, if any:

<u>Addendum No.</u>	<u>Date Received</u>	<u>Bidder's Signature</u>
<u>1</u>	<u>09/15/2026</u>	

CONSTRUCTION PROJECT REFERENCES

In order to fully evaluate your firm's background and experience for the project herein proposed, it is required that you submit a list of construction projects completed within the last 5 years of similar scope and magnitude. This information will be used to evaluate whether the bid is responsive and or responsible to the call for bids. Bidder to add additional sheets if necessary.

PROJECT NAME & SCOPE OF WORK	AWARDING AGENCY	CONTRACT VALUE	DATE PROJECT COMPLETED	AGENCY'S REPRESENTATIVE NAME, TITLE, AND PHONE NUMBER
<u>Please see attached.</u>				
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 Bidder's Initials
 AMG - Albert M. Giacomazzi-
 President

PROJECT NAME & SCOPE OF WORK	AWARDING AGENCY	CONTRACT VALUE	DATE COMPLETED	AGENCY REPRESENTATIVE
Fire Station 9 – Long Beach — Demolition of the existing building and construction of a new 12,779 SF, two-story fire station with three drive-through apparatus bays, living quarters, offices, support spaces, secure parking, utilities, and site improvements.	City of Long Beach	\$18,038,000	07/29/2026	Derry MacMahon, Project Manager — (310) 525-0681
Fire Station 178 & 9/11 Memorial Park — Design and construction of a new 12,176 SF, two-story fire station with three apparatus bays, public and administrative areas, living quarters, kitchen, dormitories, building systems, and associated site improvements.	Rancho Cucamonga Fire Protection District	\$20,828,611	05/24/2024 – Fire Station	Darci Vogel, Fire Business Manager — (909) 774-3006
Paramount Ranch & Rocky Oaks Administrative Areas — Reconstruction of facilities destroyed in the Woolsey Fire, including four residential housing units with living accommodations and a supporting administration building at Rocky Oaks. Paramount Ranch included four additional operational and visitor-service buildings. The 14,208 GSF project also included complete utility systems and associated site improvements.	National Park Service	\$24,198,015	01/18/2026	Athena Straniere, Procurement Officer — (720) 616-9913; Joelle Mascarenas, Contracting Officer

DESIGNATION OF SUBCONTRACTORS

In compliance with the "Subletting and Subcontracting Fair Practices Act" being Sections 4100-4113 of the Public Contract Code of the State of California, and any amendments thereto, each bidder shall set forth below the name and location of the place of business of each subcontractor who will perform work or labor or render service to the prime contractor in or about the construction of the work or improvement in an amount in excess of one-half (½) of one percent (1%) of the prime contractor's total bid or in the case of bids for the construction of streets or highways, including bridges, in excess of one-half (½) of one percent (1%) of the prime contractor's total bid or ten thousand (\$10,000) dollars, whichever is greater. Bidder shall further set forth the portion of the work which will be done by each such subcontractor. Only one subcontractor for each such portion shall be listed.

If the contractor fails to specify a subcontractor for any portion of the work to be performed under the contract, he shall be deemed to have agreed to perform such portion himself, and he shall not be permitted to subcontract that portion of the work except under the conditions hereinafter set forth.

Subletting or subcontracting of any portion of the work to which no subcontractor was designated in the original bid, shall only be permitted in cases of public emergency or necessity, and then only after a finding reduced to writing as a public record of the Legislative Body of the owner.

PORTION OF WORK	SUBCONTRACTOR(S) NAME	SUBCONTRACTOR(S) FULL ADDRESS	STATE LICENSE NUMBER AND CLASSIFICATION
Demolition	RAMIREZ COMPANY	778 N GEORGIA AVENUE	1019358 - B C-8, C21
& Site clearing		AZUSA, CA 91702	A
Cast in place			
Concrete, & Earthwork			
Asphalt Paving	EL CAMINO ASPHALT	784 N LEMON STREET	799983 C-12
& Striping (and offsite)		ORANGE, CA 92867	
Fences & Gates	LOBBY TRAFFIC	8583 IRVINE CENTER DR 10	578412- C-61, C13
		IRVINE, CA 92618	
Landscape	AMERISCAPE	14286 DALHOUSIE RD	1125100- C27
		SAN DIEGO, CA 92129	
Water Utilities	SUBZERO EXCAVATING	1916 DUNCAN ST	755935- A, C21
		SIMI VALLEY, CA 93065	
Concrete Reinforcing	MARTINEZ STEEL	1500 S HAVEN AVE SUITE 100	1050623 -C50
		ONTARIO, CA 91761	

A, C21

Bidder's Initials

 AMG- Albert M. Giacomazzi-
President

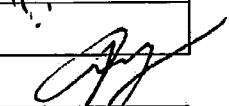
DESIGNATION OF SUBCONTRACTORS

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If the contractor fails to specify a subcontractor for any portion of the work to be performed under the contract, he shall be deemed to have agreed to perform such portion himself, and he shall not be permitted to subcontract that portion of the work except under the conditions hereinafter set forth.

Subletting or subcontracting of any portion of the work to which no subcontractor was designated in the original bid, shall only be permitted in cases of public emergency or necessity, and then only after a finding reduced to writing as a public record of the Legislative Body of the owner.

PORTION OF WORK	SUBCONTRACTOR(S) NAME	SUBCONTRACTOR(S) FULL ADDRESS	STATE LICENSE NUMBER AND CLASSIFICATION
✓ Masonry & Stone Masonry	HAXTON MASONRY	27840 DEL RIO ROAD STE A TEMECULA, CA 92590	777133 - C29, C-8, ✓
✓ Structural Steel	PREMIER STEEL	13345 ESTELLE AVE CORONA, CA 92879	1021990- C51 ✓
✓ Rough Carpentry Wood Joist,	FINALIZED CONSTRUCTION INC	41689 ENTERPRISE CIR N STE 216 TEMECULA, CA 92590	1028779-B ✓
Finish Carpentry	HESHCO	5260 ELMHURST ST VENTURA, CA 93003	510170-C54, B ✓


Bidder's Initials

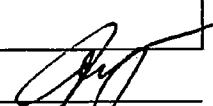
DESIGNATION OF SUBCONTRACTORS

In compliance with the "Subletting and Subcontracting Fair Practices Act" being Sections 4100-4113 of the Public Contract Code of the State of California, and any amendments thereto, each bidder shall set forth below the name and location of the place of business of each subcontractor who will perform work or labor or render service to the prime contractor in or about the construction of the work or improvement in an amount in excess of one-half (½) of one percent (1%) of the prime contractor's total bid or in the case of bids for the construction of streets or highways, including bridges, in excess of one-half (½) of one percent (1%) of the prime contractor's total bid or ten thousand (\$10,000) dollars, whichever is greater. Bidder shall further set forth the portion of the work which will be done by each such subcontractor. Only one subcontractor for each such portion shall be listed.

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Subletting or subcontracting of any portion of the work to which no subcontractor was designated in the original bid, shall only be permitted in cases of public emergency or necessity, and then only after a finding reduced to writing as a public record of the Legislative Body of the owner.

PORTION OF WORK	SUBCONTRACTOR(S) NAME	SUBCONTRACTOR(S) FULL ADDRESS	STATE LICENSE NUMBER AND CLASSIFICATION	
Asphalt Shingles	COPP ROOFING	P O BOX 4543 BLUE JAY, CA 92317	806485-C39, C-61, B CV33	✓
Sheet Metal Shingles	COURTNEY INC	16781 MILLIKAN AVE IRVINE, CA 92606	699236- C-8, C-61, C39 C43	✓
Hollow Metal Doors & Clad Wood Doors & Aluminum Windows	MCKERNAN INC	PO BOX 8984 REDLANDS, CA 92375	957421-C-61, C17	✓
Overhead Coiling Doors	NATIONAL GARAGE DOOR COMPANY	3185 FTIZGERALD RD RANCHO CORDOVA, CA 95742	902465- B, C61, C10	✓


 Bidder's Initials

 AMG- Albert M. Giacomazzi-
 President

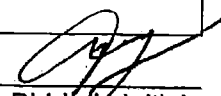
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PORTION OF WORK	SUBCONTRACTOR(S) NAME	SUBCONTRACTOR(S) FULL ADDRESS	STATE LICENSE NUMBER AND CLASSIFICATION
Gypsum & Cement Plastering	BRADY WEST	13324 CHANDLER RD OMAHA, NE 68138	1098648-B, C-2, C-9 C33, C35, C-61, C28 ✓
Ceramic Tile Wall Finish & Porcelain Floor finish Porcelain Wall Finish	MICHAEL SURFACE	7101 SCHIRRA CT BAKERSFIELD, CA 93313	1088958- C15, C54, C-61 ✓
Wet- Pipe Sprinkler Systems	TOLTEC SYSTEMS	18023 SKY PARK CIR STE F IRVINE, CA 92614	1148940- B, C16, C10 ✓


 Bidder's Initials

 AMG- Albert M. Giacomazzi-
 President

DESIGNATION OF SUBCONTRACTORS

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PORTION OF WORK	SUBCONTRACTOR(S) NAME	SUBCONTRACTOR(S) FULL ADDRESS	STATE LICENSE NUMBER AND CLASSIFICATION
Plumbing	VERNE'S PLUMBING	8561 WHITAKER STREET BUENA PARK, CA 90621	674077- C34, C36, B ✓
	<i>Air exchange</i>		
HVAC	MOTION MECHANICAL	2222 FOOTHILL BLVD E - 308 LA CANADA, CA 91011	1158755-C20
Vehicle Removal System	X		
Electrical	VALLEY UNIQUE	75 PARK CREEK DR #101 CLOVIS, CA 93611	464539- C10 ✓
Package PV System	MAXUM ENERGY	2625 TOWNSGATE ROAD STE 330 WESTLAKE VILLAGE, CA 91361	895469- C46 ✓
Data Network	TELENET VOIP	850 PARKVIEW DR N EL SEGUNDO, CA 90245	647808- C-7, C10 ✓ C16 C-61
Fire Station Alerting System	WESTNET LLC	5542 CHEMICAL LANE HUNTINGTON BEACH, CA 92649	1115690- C-7 ✓
Traffic Signal Work	SASCO	2750 MOORE AVENUE FULLERTON, CA 92833	125897- C10

[Signature]
Bidder's Initials

AMG- Albert M. Giacomazzi-
President

DESIGNATION OF SUBCONTRACTORS

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[illegible]

Bidder's initials

AMG- Albert M. Giacomazzi-
President

DESIGNATION OF SUBCONTRACTORS

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[illegible]

Bidder's Initials

AMG- Albert M. Giacomazzi-
President

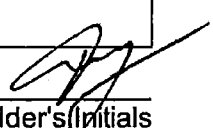
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PORTION OF WORK	SUBCONTRACTOR(S) NAME	SUBCONTRACTOR(S) FULL ADDRESS	STATE LICENSE NUMBER AND CLASSIFICATION


Bidder's Initials

AMG- Albert M. Giacomazzi-
President

CITY OF COSTA MESA BIDDERS LIST

All bidders/proposers are required to provide the following information for all DBE and non-DBE subcontractors and suppliers, who provided a proposal, bid, quote, or were contacted by the proposed prime. This information is also required from the proposed prime contractor, and must be submitted with their bid/proposal. City of Costa Mesa will use this information to maintain and update a "Bidders List" to assist in evaluating the level of DBE participation on all Public Works projects. To the extent permitted by law, all information submitted will be held in confidence.

If Bidders List information is not submitted with the bid, it shall be submitted to the City of Costa Mesa, Construction Management Division, 77 Fair Drive, Costa Mesa, CA 92626, no later than 4:00 p.m. on the fourth day, not including Saturdays, Sundays and legal holidays, following the bid opening. Bidders List information sent by U.S. Postal Service certified mail with return receipt and certificate of mailing and mailed on or before the third day, not including Saturdays, Sundays and legal holidays, following bid opening will be accepted even if it is received after the fourth day following bid opening. Failure to submit the required Bidders List information by the time specified will be grounds for finding the bid or proposal non-responsive.

Firm Name: AMG & Associates, Inc. Phone: (661) 251-7401

Address: 26535 Summit Circle Fax: (661) 251-7405
Santa Clarita, CA 91350

Contact Person: Albert M. Giacomazzi No. of years in business: 20

Is the firm currently certified as a DBE under 49 CFR Part 26? ☐ YES ☒ NO

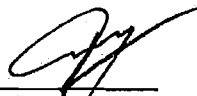
Type of work/services/materials provided by firm? General Contractor

What was your firm's Gross Annual receipts for last year?

- ☐ Less than \$1 Million
- ☐ Less than \$5 Million
- ☐ Less than \$10 Million
- ☐ Less than \$15 Million
- ☒ More than \$15 Million

This form can be duplicated if necessary to report all bidders (DBE subcontractors, non-DBE subcontractors and/or suppliers' information).

P-5a


Bidders Initial
AMG- Albert M Giacomazzi-
President

BIDDER'S BOND TO ACCOMPANY PROPOSAL

(Required if the bidder desires to submit bond instead of a certified or cashier's check.)

KNOW ALL PEOPLE BY THESE PRESENTS:

That we, AMG & Associates, Inc. as principals, and Travelers Casualty and Surety Company of America as surety, are held and firmly bound unto the City of Costa Mesa, a municipal corporation, organized under the laws of the State of California and situated in Orange County in the sum of TEN PERCENT THE AMOUNT BID IN DOLLARS (\$ 10%) to be paid to the City, its successors and assigns, for which payment well and truly to be made, we bind ourselves, our heirs, executors, and administrators, successors or assigns, jointly and severally firmly by these presents.

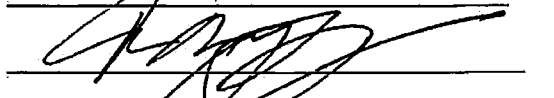
THE CONDITION OF THIS OBLIGATION IS SUCH,

That is the certain proposal of the above bounden, AMG & Associates, Inc., if accepted by the City of Costa Mesa, and if the above bounden, AMG & Associates, Inc., his heirs, executors, administrators, successors and assigns, shall duly enter into and execute a contract for such construction, and shall execute and deliver the CERTIFICATE OF INSURANCE and the LABOR AND MATERIAL and the FAITHFUL PERFORMANCE BONDS described within fourteen (14) days from the date of the mailing of a notice of the above bounden, AMG & Associates, Inc., by and from the City, that said contract is ready for execution, then this obligation shall become null and void; otherwise it shall be and remain in full force and virtue.

IN WITNESS WHEREOF:

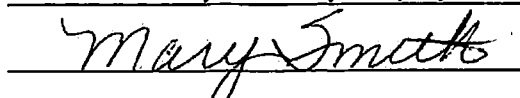
We hereunto set our hands and seals this 1st day of September, 2026.

AMG & Associates, Inc.

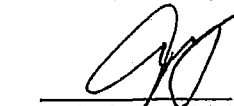

Albert M. Giacomazzi - President

Contractor/ Principal
(Notary Acknowledgement to be attached)

Travelers Casualty and Surety Company of America


MARY SMITH, Attorney in Fact

Surety/Power of Attorney
(Notary Acknowledgment to be attached)


Bidder's Initial
AMG - Albert M. Giacomazzi

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.

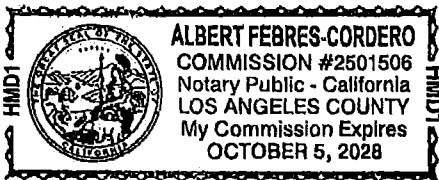
State of California)

County of Los Angeles)On September 1, 2026 before me, Albert Febres-Cordero, Notary Public,
Date Here Insert Name and Title of the Officerpersonally appeared MARY SMITH
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.

Signature [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: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

☐ Corporate Officer — Title(s): _____☐ Partner — ☐ Limited ☐ General☐ Individual ☐ Attorney in Fact☐ Trustee ☐ Guardian or Conservator☐ Other: _____

Signer Is Representing: _____

Signer's Name: _____

☐ Corporate Officer — Title(s): _____☐ Partner — ☐ Limited ☐ General☐ Individual ☐ Attorney in Fact☐ Trustee ☐ Guardian or Conservator☐ Other: _____

Signer Is Representing: _____



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 **Mary Smith** of **PASADENA, California**, their true and lawful Attorney(s)-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.

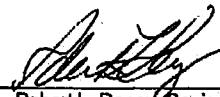
IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st** day of **April**, **2021**.



State of Connecticut

City of Hartford ss.

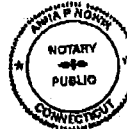
By: _____

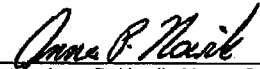

Robert L. Raney, Senior Vice President

On this the **21st** day of **April**, **2021**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies 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**, **2026**




Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, 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

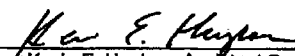
FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice 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 each of the Companies, 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 **1st** day of **September**, **2026**




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(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.

ACKNOWLEDGMENT

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

State of California
County of Los Angeles

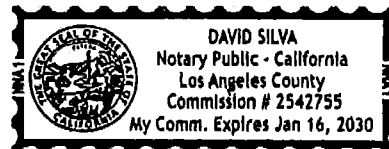
On September 18, 2026 before me, David Silva, Notary Public
(insert name and title of the officer)

personally appeared Albert M. Giacomazzi,
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 *David Silva* (Seal)



STATE OF CALIFORNIA
DEPARTMENT OF INSURANCE
SAN FRANCISCO

Amended
Certificate of Authority

THIS IS TO CERTIFY, That, pursuant to the Insurance Code of the State of California,

Travelers Casualty and Surety Company of America

of Hartford, Connecticut, organized under the laws of Connecticut, subject to its Articles of Incorporation or other fundamental organizational documents, is hereby authorized to transact within this State, subject to all provisions of this Certificate, the following classes of insurance:

**Fire, Marine, Surety, Disability, Plate Glass, Liability, Workers' Compensation,
Common Carrier Liability, Boiler and Machinery, Burglary, Credit, Sprinkler,
Team and Vehicle, Automobile, Aircraft, and Miscellaneous**

as such classes are now or may hereafter be defined in the Insurance Laws of the State of California.

THIS CERTIFICATE is expressly conditioned upon the holder hereof now and hereafter being in full compliance with all, and not in violation of any, of the applicable laws and lawful requirements made under authority of the laws of the State of California as long as such laws or requirements are in effect and applicable, and as such laws and requirements now are, or may hereafter be changed or amended.

IN WITNESS WHEREOF, effective as of the 1st day of July, 1997, I have
hereunto set my hand and caused my official seal to be affixed this 16th
day of June, 1997.

Fee \$92.00

Chuck Quackenbush
Insurance Commissioner

Rec. No.

Filed 5/28/97

By

Victoria S. Sidbury
Deputy

Certification

I, the undersigned Insurance Commissioner of the State of California, do hereby certify that I have compared the above copy of Certificate of Authority with the duplicate of original now on file in my office, and that the same is a full, true, and correct transcript thereof, and of the whole of said duplicate, and said Certificate of Authority is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and caused my official seal to be affixed this 31st day of December, 2007.

Steve Poizner
Insurance Commissioner

By Pauline D'Andrea
Pauline D'Andrea

CONTRACT ASSURANCE

The CONTRACTOR or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The CONTRACTOR shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the CONTRACTOR to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as recipient deems appropriate.

The CONTRACTOR will require that the above provision is included in all subcontracts.



Bidder's Initial

AMG- Albert M. Glacomazzi-
President

NONCOLLUSION AFFIDAVIT

The bidders, by its officers and agents or representatives present at the time of filing this bid, being duly sworn on their oaths say, that neither they nor any of them have in any way directly or indirectly entered into any arrangement or agreement with any other bidder, or with any public officer of such CITY OF COSTA MESA whereby such affiant or affiants or either of them has paid or is to pay to such bidder or public officer any sum of money, or has given or is to give to such other bidder or public officer anything of value whatever, or such affiant or affiants or either of them has not directly or indirectly, entered into any arrangement or agreement with any other bidder or bidders, which tends to or does lessen or destroy free competition in the letting of the contract sought for on the attached bids; that no bid has been accepted from any subcontractor or supplier through any bid depository, the By-Laws, Rules, or Regulations of which prohibit or prevent the Contractor from considering any bid from any subcontractor or supplier which is not processed through said bid depository, or which prevent any subcontractor or supplier from bidding to any Contractor who does not use the facilities or accept bids from or through such bid depository; that bidder has not bid as subcontractor to other bidders; that no inducement of any form or character other than that which appears upon the face of the bid will be suggested, offered, paid or delivered to any person of the contract, nor has this bidder any agreement or understanding of any kind whatsoever, with any person whomsoever to pay, deliver to, or share with any other person in any way or manner, any of the proceeds of the contracts sought by this bid.

AMG & Associates, Inc.

Contractor Firm Name

Albert M. Giacomazzi

Name of Principal

President

Title

Signature

Subscribed and sworn to before me by:

This ____ day of _____, 20__.

My Commission Expires: _____

See Attached CA Jurat

Notary Public

Bidder's Initials

AMG- Albert M Giacomazzi-
President

PROPOSAL

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

Subscribed and sworn to (or affirmed) before me on this 18th
day of September, 2026, by Albert M. Giacomazzi

proved to me on the basis of satisfactory evidence to be the
person(s) who appeared before me.



(Seal)

Signature

A handwritten signature in cursive script, appearing to read 'David Silva', written over a horizontal line.

**CONTRACTOR'S CERTIFICATION
OF
WORKERS' COMPENSATION INSURANCE REQUIREMENTS
FOR
PUBLIC WORKS PROJECTS
(Labor Code §1861)**

I am aware of the provisions of Section 3700 of the California 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 I will comply with such provisions before commencing the performance of the work of this contract.

Dated: 09/18/2026

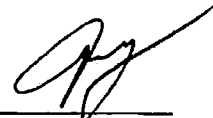
CONTRACTOR

AMG & Associates, Inc.

AMG & Associates, Inc.

Company Name

PROJECT: FIRE STATION NO. 2 RECONSTRUCTION - CITY PROJECT NO. 26-05



Bidder's Initials

AMG- Albert M. Giacomazzi
-President

PROPOSAL

DRUG-FREE WORKPLACE POLICY

CONTRACTOR, upon notification of contract award, shall establish a Drug-Free Awareness Program to inform employees of the dangers of drug abuse in the workplace, the penalties that may be imposed upon employees for drug abuse violations occurring in the workplace, and the employee assistance programs available to employees. Each employee engaged in the performance of a CITY contract must be notified of this Drug-Free Awareness Program, and must abide by its terms. Failure to establish a program, notify employees, or inform CITY of a drug-related workplace conviction will constitute a material breach of contract and cause for immediate termination of the contract by CITY.

CONTRACTOR shall conform to all the requirements of CITY'S Policy No. 100-5. A copy of this policy is attached to the sample contract agreement as Attachment No. 1 in the Project Specifications.



Bidder's Initials

AMG - Albert M. Giacomazzi-
President

PROPOSAL



BIDDER/APPLICANT/CONTRACTOR
CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Proposer/Consultant/Applicant is required to identify any campaign contribution or cumulative contributions greater than \$249 to any city council member in the twelve months prior to submitting an application, proposal, statement of qualifications or bid requiring approval by the City Council.

Date	Name of Donor	Company/Business Affiliation	Name of Recipient	Amount
AMG & Associates, Inc. has not made any campaign contributions.				

Except as described above, I/we have not made any campaign contribution in the amount of \$250 or more to any Costa Mesa City Council Member in the twelve months preceding this Application/Proposal.

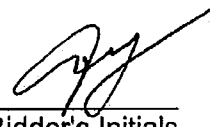
I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

AMG & Associates, Inc.

Bidder/Applicant/Proposer

09/18/2026

Date


 Bidder's Initials
 AMG- Albert M Giacomazzi-
 President

PROPOSAL



CITY OF COSTA MESA

P.O. BOX 12000 77 FAIR DRIVE CALIFORNIA 92628-1200

FROM THE PUBLIC WORKS DEPARTMENT / ENGINEERING DIVISION

DATE: SEPTEMBER 15, 2026
TO: ALL PROSPECTIVE BIDDERS
SUBJECT: FIRE STATION NO. 2 RECONSTRUCTION, CITY PROJECT NO. 26-05 - ADDENDUM NO. 1

Please forward this addendum to the appropriate individual as soon as possible. The bidder shall individually identify and acknowledge receipt of **ALL** addenda by signing and enclosing each form in his/her bid package submittal. Failure to do so may result in a disqualification of his/her bid. **A COPY WILL NOT BE SENT BY MAIL.**

Received by: David Silva

Company: AMG & Associates, Inc.

All bidders shall register with *PlanetBids* in order to retrieve the addendum. It is the responsibility of each prospective bidder to check *PlanetBids* on a DAILY basis through the close of bids for any applicable addendums or updates.

This addendum, effective on this date, addresses the following items:

BID OPENING DATE: NO CHANGE

BID OPENING TIME: NO CHANGE

BID OPENING PLACE: NO CHANGE

ADDED / REVISED DOCUMENTS ATTACHED:

- Added Pre-Bid Requests for Information Questions and Answers
- Added PBK Addendum letter dated September 15, 2026
- Revised drawings, specifications, and reference documents

The contents of this bid addendum shall have precedence over all related provisions within the contract documents. It is the intent of the City of Costa Mesa to clarify the items to all bidders.



Contractor Filters

- All Contractors
- Name is not Empty
- Updated This Week

≡ Contractors

AMERISCAPE

Q

Clear Search

Results for: AMERISCAPE

PWCR	Legal Entity Name	Doing Business As (DBA)	Business Structure	Contractor Status ^	CSLB	Registration Start Date	Registration End Date
1001141194	Ameriscape Landscaping Corporation	Ameriscape Landscaping Corporation	Corporation	Registration Expired		2024-02-09	2024-06-30
1000836665	Ameriscape Landscaping Corporation		Corporation	Registration Expired		2021-10-25	2022-06-30

Exhibit #15

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Location finder

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Q Search...



FILTERS

VIEW

List

Map

31 locations

PLYMOVENT

Plymovent Westcoast USA

Bob Hotchkiss, Regional Sales Manager USA, Los Angeles, United States

Welding & cutting fume removal • Oil mist removal

[See on the map](#) >

Air Exchange (CA)

1141 E. Philadelphia St., Ontario, CA, 91761, United States

Welding & cutting fume removal • Oil mist removal • Vehicle exhaust extraction • Vehicle exhaust extraction for fire stations

[See on the map](#) >

Aair Purification Systems

9040 Kenamar Drive, San Diego, CA, 92121, United States

Vehicle exhaust extraction • Vehicle exhaust extraction for fire stations

[See on the map](#) >

Exhibitor



Air Exchange

495 Edison Court, Fairfield, CA, 94534, United States

Welding & cutting fume removal • Oil mist removal • Vehicle exhaust extraction • Vehicle exhaust extraction for fire stations

See on the map >



Norman S. Wright

1220 Barranca Drive, El Paso, TX, 79935, United States

Vehicle exhaust extraction

See on the map >



Airpro Inc.

3875 Elm St., Denver, CO, 80207, United States

Vehicle exhaust extraction • Vehicle exhaust extraction for fire stations

See on the map >



Plymovent Dallas USA

Mr. Tracy Loftis, Regional Sales Manager USA, Dallas, United States

Welding & cutting fume removal • Oil mist removal

See on the map >



Air Cleaning Technologies

1300 West Detroit St., Broken Arrow, OK, 74012, United States

Vehicle exhaust extraction • Vehicle exhaust extraction for fire stations

See on the map >



Air Cleaning Technologies (KS)

221 Oak Street, Bonner Springs, KS, 66012, United States

Vehicle exhaust extraction • Vehicle exhaust extraction for fire stations

See on the map >



Reed Industrial Systems

8808 Gray Hawk, Shreveport, LA, 71118, United States



Vehicle exhaust extraction • Vehicle exhaust extraction for fire stations

[See on the map >](#)



TNC Industries

3060 Island View Drive, Mound, MN, 55364, United States

Vehicle exhaust extraction for fire stations

[See on the map >](#)



Glacier Technology

1846 Berkshire Lane, Plymouth, MN, 55441, United States

Vehicle exhaust extraction

[See on the map >](#)



Plymovent Midwest USA

Mr. Ken Haga, Regional Sales Manager USA, Chicago, United States

Welding & cutting fume removal • Oil mist removal

[See on the map >](#)



Hastings Air Energy Control

5555 S. Westridge Drive, New Berlin, WI, 53151, United States

Vehicle exhaust extraction • Vehicle exhaust extraction for fire stations

[See on the map >](#)



EDI - Exhaust Delivery Innovation

Nashville, Nashville, TN, United States

Vehicle exhaust extraction • Vehicle exhaust extraction for fire stations

[See on the map >](#)



**Air Applications**

Suite 230, 101 East Carmel Drive, Carmel, IN, 46032, United States

Vehicle exhaust extraction

[See on the map >](#)**Plymovent Atlanta USA**

Mr. Ken Haga, Regional Sales Manager USA, Atlanta, United States

Welding & cutting fume removal • Oil mist removal

[See on the map >](#)**Plymovent Northeast USA**

William Berlage, Regional Sales Manager USA, Detroit, United States

Welding & cutting fume removal • Oil mist removal

[See on the map >](#)**Air Cleaning Systems (PA)**

P.O. Box 644, Gibsonia, PA, 15044, United States

Vehicle exhaust extraction • Vehicle exhaust extraction for fire stations

[See on the map >](#)**Safe Air Corporation**

PO Box 3077, Sarasota, FL, 34236, United States

Vehicle exhaust extraction • Vehicle exhaust extraction for fire stations

[See on the map >](#)**Air Cleaning Specialists**

3701 Bastion Lane, Raleigh, NC, 27604, United States

Vehicle exhaust extraction • Vehicle exhaust extraction for fire stations

[See on the map >](#)**Air Cleaning Systems (Pittsford)**

P.O. BOX 84, Pittsford, NY, 14534, United States



Vehicle exhaust extraction • Vehicle exhaust extraction for fire stations

See on the map >



Air Specialists of Virginia

10097 Patterson Park Rd Ste 112, Ashland, VA, 23005, United States

Vehicle exhaust extraction • Vehicle exhaust extraction for fire stations

See on the map >



Air Cleaning Technology

7900 Kincannon Place, Lorton, VA, 22079, United States

Vehicle exhaust extraction • Vehicle exhaust extraction for fire stations

See on the map >



Air Cleaning Systems (Exton)

P.O. Box 358, Exton, PA, 19341, United States

Vehicle exhaust extraction • Vehicle exhaust extraction for fire stations

See on the map >



Plymovent Corp.

5 Corporate Drive, Cranbury, NJ, 08512, United States

Vehicle exhaust extraction • Vehicle exhaust extraction for fire stations

See on the map >



Clean Air Company

428 New Brunswick Ave., Fords, NJ, 08863, United States

Vehicle exhaust extraction • Vehicle exhaust extraction for fire stations

See on the map >





Air Cleaning Systems

8 Sunset Drive, Latham, NY, 12110, United States
Vehicle exhaust extraction • Vehicle exhaust extraction for fire stations

[See on the map](#) >



Air Cleaning Specialists of NE

1525 Hanover St., Hanover, MA, 02339, United States
Vehicle exhaust extraction • Vehicle exhaust extraction for fire stations

[See on the map](#) >



Plymovent Sales Engineer Puerto Rico

Mr. Bruce Martin, Cranbury, NJ , United States
Vehicle exhaust extraction for fire stations

[See on the map](#) >



Plymovent Sales Engineer Caribbean

Mr. Bruce Martin, Cranbury, NJ , United States
Vehicle exhaust extraction • Vehicle exhaust extraction for fire stations

[See on the map](#) >



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Applications

About us

Welding & cutting fume removal

Vehicle exhaust extraction for garages

Vehicle exhaust extraction in fire stations

Oil mist removal

Smart air monitor

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Shop & Service

Online Shop

Fire station nationwide service 

Our locations | Plymovent

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▶ Sustainability 

▶ News & Articles

▶ Careers

▶ Contact us

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Privacy Policy



Exhibe D

Quotation

Page: 1/4

Delivery Address:

Contractors
United States

Invoice Address:

Contractors
Attn. BID DEPARTMENT
United States

Delivery Terms : Delivered at place, Delivered at Place
Payment Terms : 30 days net
Currency : USD
Email : info@airexchange.com

Quotation Number : 6067862
Quotation Date : June 3, 2025
Customer Number : 2100066
Your Reference : COSTA MESA FS 2
Valid to : September 30, 2026

Dear BID DEPARTMENT,

Thank you for your interest. We offer the following items:

Quantity	Item	Description
3 Piece	0000006208	VSRX-100 CRS-E
3 Piece	0000114595	CRS Auto Return Switch
6 Piece	0000116733	MG UP,4IN ST HSPK,1 DRP,VSRX
6 Piece	0000116411	MID,ST HS 4IN x 10FT,1 PCS, ALL RAILS
6 Piece	0000003327	MG 5IN,LWR KIT,4IN HT HS,STRA/VSRX
2 Piece	0000112500	Tailpipe adapter TPA+ clamp 175mm/7" (G)
1 Piece	0000010018	SAF-585 536 NEMA UVD
		TEV SOUND ABSORBING FAN, 7.5 HP, 3450 RPM, 230 / 460V, 3 PHASE, 60HZ, TEFC MOTOR, CLASS B CENTRIFUGAL FAN. STANDARD UPBLAST VERTICAL DISCHARGE (UVD) CONFIGURATION MOUNTED IN SOUND ABSORBING ENCLOSURE FOR INDOOR/OUTDOOR USE
1 Piece	0000120489	Outlet TEV-5 (imp)
		RECTANGULAR TO ROUND SHEET METAL TRANSITION FOR TEV 5 FANS. TRANSITIONS TO 12" ROUND MALE FITTING. (REPLACES ARTICLE 100340)
1 Piece	0000116292	12 SILENCER/ 36"
1 Piece	0000116129	OS-3 7.5HP, 208V, 3PH, 19A
6 Piece	0000100716	PC-500
1 Piece	0000004000	2" aluminum mesh prefilter (24x24x2)
30 Piece	0000004009	2 SQ X .120 TUBE, .250 RADS, 6061 T6 20'
1 Piece	0000004071	Antenna, 433 MHz, 7' cable w/out 800015
6 Piece	0000004150	TRANSMITTER, 433mhz, WIRED, 2.5Xmit TIME
1 Piece	0000004194	433mhz RECEIVER, RELAY OUTPUT 3ch 12-24V
1 Piece	0000004312	24" x 24" x 11.5", 4P85, Predator Filter
1 Piece	0000004330	ACCELERATOR CAP 12"
1 Each	0000005143	Filter Box

Quotation

Page: 2/4

Quotation Number: 6067862

Quantity	Item	Description
8 Piece	0000004341	VIBRATION ISOLATOR, 180 LB MAX, 3/8-16
1 Meter	0000201730	Ducting
		
1 Each	0000201717	Rental costs platform / climb material
1 Each	0000000007	Freight
1 Each	0000004387	Labor
1 Meter	0000201730	Sales Tax
		

Net total

190,678.80

This proposal is for budgetary purposes. It is based on a 2 bay drive through with 6 magnetic drops (2 per rail). VSRX railing with an auto crab return. 7.5 HP fan, OS-3 control panel, all ducting and support structures, and labor at prevailing wage. Scope of Work:

****DOES NOT INCLUDE, electrical load calculations, structural calculations, Bonds (can be added if required) Blocking & painting of any kind, Carbon monoxide sensors, Structural or electrical Engineering costs of any kind or any material or labor as the result of any required Structural or electrical Engineering calculations, Any other Engineering fees or drawings of any kind beyond what is supplied with the quote tailpipe conversions, permits for project. Terms are also listed at end of proposal****

Delivery of system will be within 12 weeks of proposal acceptance.

Payment to be made as follows: Progressive Invoicing

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Workman's compensation Insurance. "Air Exchange

Authorized Signature:"

Title:

Note: This proposal may be withdrawn by Air Exchange if not accepted within 180 days.

Quotation

Page: 3/4

Quotation Number: 6067862

ACCEPTANCE OF PROPOSAL and TERMS AND CONDITIONS. (Pages 1 and 2, inclusively.) The above prices, specifications and Terms and Conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. By signing where indicated, you, as agent for the organization proposed, hereby authorized Air Exchange, Inc. to perform the work as specified on Page 1 of 2 of this proposal and agree and accept the Terms and Conditions (Page 2 of 2) of this proposal. Payment will be made as outlined above.

"CUSTOMER

SIGNATURE:"

DATE OF ACCEPTANCE:

TERMS AND CONDITIONS

AIR EXCHANGE, INC.

PROJECT NAME:

ADDITIONAL EXCLUSIONS TO THE PROJECT PROPOSED:

1. Electrical components and hookup are not included, unless indicated on Page 1 of 2 of the proposal.
2. Permits and fees of any kind are not included in this proposal; including but not limited to, any pertinent load calculations; technical drawings, submittals, shop drawings and permit drawings of any kind. Should any of these items be required, a separate quote will be required.
3. Outside services, not limited to but including, concrete work, exterior penetrations, fork or scissor lift rentals, etc. are not included, unless indicated on Page 1 of 2 of the proposal.
4. All work to be performed during normal business hours (M-F, 7:30 a.m. to 4:00 p.m.). Work done outside of normal business hours will be subject to additional charges (i.e., time and one-half, double time, etc.) unless indicated on Page 1 of 2 of the proposal.
5. Payments terms are noted on the proposal. Should you require different terms than noted, an addendum to this contract will need to be fully executed before revised terms will be accepted.
6. Freight is not included, unless indicated on Page 1 of 2 of the proposal. Please provide preferred carrier. If you authorize, Air Exchange, Inc. will pay for freight charges and invoice you, but you must include this provision in your purchase order to Air Exchange, Inc.

PLYMOVENT®

clean air at work

Quotation

Page: 4/4

Quotation Number: 6067862

7. Any/all materials and labor not listed on this proposal.
8. Any VFD's, Fans or interlocks.
9. Remote Control Receiver and Transmitter option.
10. Blocking, Roof Curbs, Roof Jacks.
11. Electrical labor and materials.
12. Air Testing, Air Balancing.
13. Painting.
14. Bonds and permit fees of any kind.
15. Engineering fees of any kind including structural calculations or any labor or materials resulting from any structural calculations.
16. Engineered Drawings

CA License #664135 C-43, C-61/D-43
NV License #0062193 C-21C
WA License #AirEx*988DJ
DIR# 1000011166

Vehicle Exhaust Removal
System

Best Regards,

Sales taxes not included, unless otherwise specified.

Chris Guerrero
Air Exchange
Chris.Guerrero@airexchange.com

Our general conditions of sales and delivery shall apply.

Signature when agreed (if appropriate)

Air Exchange
Powered by PLYMOVENT
www.airexchange.com
www.plymovent.com

T +1 800 300 2945
F +1 707 864 2705
E info@airexchange.com

495 Edison Court, Suite A
Fairfield, CA 94534
USA

1141 E. Philadelphia St.
Ontario, CA 91761
USA



FROM THE DESK OF:
ALBERT M. GIACOMAZZI
PRESIDENT

September 30, 2026

VIA E-MAIL ONLY

Mr. Arash Rahimian, P.E.
Senior Engineer
City of Costa Mesa
77 Fair Drive
Costa Mesa, CA 92626

Arash.Rahimian@CostaMesaCA.Gov

RE: Costa Mesa Fire Station No. 2 Reconstruction - Project No. 26-05

Subject: Response of AMG & Associates, Inc. to PCN3, Inc. Bid Protest

Dear Arash,

As you are aware, AMG & Associates, Inc. ("AMG") is the lowest responsive and responsible bidder for the City of Costa Mesa ("City") Fire Station No. 2 Reconstruction - Project No. 26-05 ("Project"). I am in receipt of, and responding to, the bid protest by PCN3, Inc. ("PCN3") dated September 25, 2026, and your email correspondence with AMG on September 28, 2026, and September 29, 2029, requesting certain documentation, which we understand have resolved City's requests and concerns with the possible exception of the PCN3 bid protest issues addressed in this letter.

On September 23, 2026, AMG timely submitted a responsive low bid of \$14,821,000.00, which is \$646,000 lower than PCN3's bid. PCN3's grounds for protest of AMG's bid appear to be based on purely speculative assertions that are inconsistent with the clear language of the City's bidding documents, and are minor irregularities that can and should be waived under California law and section 12 of the City's Notice Inviting Bids, for the benefit of the City.

1. AMG's Total Project Lump Sum Base Bid Amount is Clear and Unambiguous and Includes the City-Specified Allowance Amount

PCN3 makes the baseless argument that AMG's insertion of words and numerals in City's bidding forms, all of which consistently state \$14,821,000, somehow make AMG's bid uncertain because the City's bidding forms use the slightly different verbiage "Total Amount For Lump Sum Base Bid, Including Allowance" and "Lump Sum Base Bid" and PCN3 alleges this makes it unclear whether or not AMG's Lump Sum Base Bid (or potentially any other bid) includes the City-established \$600,000 allowance amount. This argument is meritless because "allowances" (e.g., a placeholder for unknown/unforeseen conditions. See Consensus Docs 200 lump sum) are not optional "alternates" (e.g., An optional choice to add or remove an entirely separate scope of work, which the agency decides whether to accept at award. See Public Contract Code section 20103.8). Moreover, form P-1A, indicates, "ALLOWANCE AMOUNTS ARE TO BE INCLUDED IN THE TOTAL PROJECT BID", and Supplemental Provision, Article SP-06, indicates, "Allowances to be included in the total bid amount as identified below. Use of any allowance will be at the

sole discretion of the City and must be authorized in writing at the discretion of the City. Any money used from the project allowances will be authorized via an Allowance Disbursement Form at the City's sole discretion. Any amount of money remaining in any of the Allowance line items upon completion of the Project will be deducted from the Contract by Deductive Change Order for the full amount(s) remaining therein. The Contractor has no beneficial interest in, and/or claim to, the Allowances and hereby disclaims any and all such interests."

The City's bidding documents are consistent with construction industry standard practice for California public entities. When a public entity includes a specified dollar "allowance" in the bidding documents, all bidders must include the specified dollar amount into their total lump-sum base bid to ensure the agency can engage in a fair, "apples-to-apples" comparison. It is ingenuine for PCN3 to assert anything to the contrary.

2. AMG's Bid Includes My Full Notarized Signature, Which is Sufficient to Bind AMG

PCN3 asserts, without and legal analysis, that AMG's failure to sign (even though the pages were initialed) two City forms are "material defects" that render the bid non-responsive.

The burden of proving that any non-waivable deviations or irregularities (if any) exist in AMG's bid falls squarely on PCN3 under applicable law. (*Ghilotti Constr. Co. v. City of Richmond* (1986) 45 Cal.App.4th 897, 907.) Significantly, PCN3 has provided no evidence or analysis that any of the alleged irregularities in AMG's bid either: (1) affected the amount of AMG's bid; (2) gave AMG an advantage over other bidders; (3) constituted a vehicle for favoritism; (4) influenced potential bidders to refrain from bidding; or (5) affected the ability of the public agency to make bid comparisons. Under California law, the analysis of whether to reject a bid must be based on actual, not hypothetical, considerations. (*MCM Const., Inc. v. City and County of San Francisco* (1998) 66 Cal.App.4th 359.) Further, bid deviations be viewed in light of the public interest, rather than the private interest of a disappointed bidder. (*Ghilotti Constr. Co.*, supra, 45 Cal.App.4th at 908.) Accordingly, PCN3 has failed to meet its burden of proof with respect to its protest of AMG's bid. The lack of certain signature pages does not satisfy any of the legal requirements for a material defect that cannot be waived.

Moreover, AMG's bid must be viewed in its entirety, which includes my full notarized signature on the bid bond. In *Menefee v. County of Fresno*, 163 Cal. App. 3d 1175 (1985), the low bid was challenged because the bidder failed to sign the appropriate line on the proposal sheet of its bid form, although the form was signed in other places and was accompanied by a signed bid bond. The court upheld the award of the contract to the low bidder. It did not matter where the bid was signed, as long as it was signed by the appropriate parties. The court concluded that because the bidder gained no advantage, the public agency could waive the immaterial defect. Under the facts presented in *Menefee*, the court held that the low bidder could not refuse to enter a contract based upon its failure to sign the bid form, and, thus, affirmed the trial court's ruling validating the county's decision not to consider the unsigned bid as nonresponsive. Clearly, this immaterial irregularity can and should be waived by the City, which will benefit from accepting AMG's low bid, which is \$646,000 lower than PCN3's bid.

3. AMG's Listed Landscape Subcontractor Was Properly Registered with the DIR on Bid Day

PCN3 asserts that AMG's listed landscape subcontractor had an expired DIR registration, making AMG's bid non-responsive, which is not supported by the facts (including those in the public record).



AMG listed S & A Construction, Inc. ("S&A"), for the landscape portion of the work, but used S&A's, DBA, "Ameriscape," as listed on the CSLB website for S&A under CSLB license number 1125100. While S&A's DIR registration numbers under its DBA expired, S&A's DIR registration number **2000005005** under its corporate name, has a registration start date of 2026-07-01, before the bid day, and remains valid until 2027-06-30.

https://services.dir.ca.gov/gsp?id=dir_public_form&table=x_cdoi2_csm_portal_customer_account_lookup&sys_id=c281ba66c3b45ad048501b6ce001310f&view=public.

Since S&A is the same corporation associated with the DBA name listed by AMG, there is no statutory violation and no basis for rejecting AMG's bid based on PCN3's false assertion.

4. AMG's Subcontractor Listed For the Vehicle Exhaust Removal System Will Use Air Exchange as a Lower-Tier Installer

AMG listed Motion Mechanical for the HVAC portion of the Work and the Vehicle Exhaust Removal System. PCN3 asserts that Motion Mechanical lacks the manufacturer's qualifications set forth in the City's technical specifications for the Vehicle Exhaust Removal System and further asserts, without any legal authority, that this is a material deviation that renders AMG's bid non-responsive. PCN3's argument fails because there is no requirement in the City's bidding documents or the Subcontractor Listing Law (Public Contract Code section 4100 et seq.) that requires lower tier installers to be listed on the Subcontractor Listing form. On September 29, 2026, we emailed you correspondence from Air Exchange (which included correspondence from the equipment manufacturer, Plymovent) indicating Air Exchange is a lower-tier subcontractor to Motion Mechanical, our listed mechanical subcontractor. Please let me know if you have any questions about that documentation.

5. Conclusion

In closing, AMG is a highly qualified, responsive, and responsible bidder on this Project. AMG's principals have more than 100 years' combined experience in public works construction, with more than \$1 billion in successfully completed public works projects throughout their careers. AMG has completed 10 fire stations to date totaling over \$102 million dollars, with three (3) more under construction that total \$56 million dollars. AMG stands ready, willing, and able to perform the work set forth in its bid proposal. We trust that with knowledge of the facts and law presented in this letter, the City will deny PCN3's bid protest and proceed to award the contract to AMG, who is ready to move forward with this important project without further delay.

Please contact me directly if you have any further concerns regarding this matter.

Sincerely,

Albert M. Giacomazzi
President

9/29/26

To whom it may concern:

Air Exchange has been providing Life Safety Equipment for over 44 years. Air Exchange provides and installs the Plymovent Source Diesel Exhaust Removal Systems for both Public and Private entities. The System is installed by Certified Plymovent Technicians.

Our proposals includes all materials and labor (Turn-Key).

We look forward to working with the Motion Mechanical Project Team.

Sincerely,

Chris M Guerrero

Chris Guerrero/Regional Manager
Air Exchange
1141 E Philadelphia St
Ontario Ca, 91761