



**AGENDA
REGULAR MEETING
BOARD OF DIRECTORS
AGOURA HILLS/CALABASAS COMMUNITY CENTER
JOINT POWERS AUTHORITY
VIDEO CONFERENCE**

Agoura Hills/Calabasas Community Center
27040 Malibu Hills Road, Activity Room, Calabasas, CA 91301
October 27, 2022
6:30 p.m.

Join Zoom Meeting

<https://us06web.zoom.us/j/89414949984?pwd=VWJ2Ri91bzNjM3FyRGIKMnJpOE9aQT09>

Meeting ID: 894 1494 9984

Passcode: 367681

Call-In Telephone Number: 1-669-900-6833

Pursuant to Governor Newsom's ongoing state of emergency declaration, this meeting is being conducted utilizing video conferencing and electronic means consistent with AB 361, regarding the COVID-19 pandemic. Members of the Joint Powers Authority Board or staff may participate in this meeting via teleconference. In the interest of maintaining appropriate social distancing guidelines, members of the public may observe and offer comment at this meeting telephonically or electronically. If you are an individual with a disability and need a reasonable modification or accommodation pursuant to the Americans with Disabilities Act ("ADA") please contact Amy Brink at info@ahccc.org prior to the meeting for assistance. Emails will be summarized at the meeting.

I. CALL TO ORDER

II. ROLL CALL

Chair Deborah Lopez
Vice-Chair James Bozajian
Authority Member Matt Heller
Authority Member Lucy Martin
Authority Member Brad Rosenheim
Authority Member Jerry Viner
Alternate Member Denis Weber (Agoura Hills City Council)
Alternate Member Peter Kraut (Calabasas City Council)
Alternate Member John Suwara (Calabasas)

III. SPECIAL PRESENTATIONS

IV. APPROVAL OF AGENDA

V. ORAL COMMUNICATIONS

Persons wishing to speak on items not listed on the agenda may speak. Please submit a request-to-speak slip (via the chat box).

VI. CONSENT CALENDAR

Items on Consent Calendar may be approved by a single motion and vote. Unless otherwise requested in advance by a member of the JPA, staff or public, there will be no separate discussion of these items. If an item is removed by the JPA, or staff, the item is deferred to the end of the agenda. If a member of the audience wishes to testify, the item is not deferred.

VII. COMMUNITY ALLIANCE REPORT

A. Community Center Alliance Update

REFERENCE: CCA PRESIDENT MATT HELLER

VIII. COMMITTEE REPORTS

IX. OLD BUSINESS

X. NEW BUSINESS

A. Award of Contract to AME Builders, Inc. DBA AME Roofing for the Agoura Hills/Calabasas Community Center Roof Replacement Project

STAFF REFERENCE: COMMUNITY SERVICES DIRECTOR ERICA GREEN
DIRECTOR OF COMMUNITY SERVICES AMY BRINK

XI. MATTERS FROM COMMUNITY SERVICES DIRECTORS

XII. MATTERS FROM DIRECTORS

XIII. ADJOURNMENT

The next Regular Agoura Hills/Calabasas Community Center JPA meeting will be held on November 24, 2022 at 6:30 pm.

Copies of the Staff Reports or other written documentation relating to each item of business described above are on file in the office of the Authority Clerk, Agoura Hills/Calabasas Community Center, 27040 Malibu Hills Rd., Calabasas, California, 91301, and are currently available online for public inspection during Coronavirus-19 closure.

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**AGOURA HILLS/CALABASAS COMMUNITY CENTER
JOINT POWERS AUTHORITY BOARD
AGENDA REPORT**

DATE: OCTOBER 24, 2022

TO: HONORABLE CHAIR AND JPA BOARD MEMBERS

FROM: AMY BRINK, DIRECTOR OF COMMUNITY SERVICES
ERICA GREEN, COMMUNITY SERVICES DIRECTOR

SUBJECT: AWARD OF CONTRACT TO AME BUILDERS, INC. DBA AME
ROOFING FOR THE AGOURA HILLS CALABASAS
COMMUNITY CENTER ROOF REPLACEMENT PROJECT

MEETING DATE: OCTOBER 27, 2022

SUMMARY:

The Agoura Hills Calabasas Community Center Joint Powers Authority was awarded \$1.01M for replacing the roof from the County of Los Angeles Regional Park and Open Space District.

The City of Calabasas, in a Memorandum of Understanding with the Agoura Hills Calabasas Community Center Joint Powers Authority, will provide the necessary funding for the repairs to the Authority and then receive reimbursement from the Regional Park and Open Space District (RPOSD). The Authority has contracted the City of Calabasas to procure construction management services and a roofing contractor for the replacement.

Calabasas staff and the Project Manager from TKE Engineering prepared a Request for Proposal (RFP) to solicit contractors for the roof replacement. The RFP was posted in July, and proposals were received on September 1, 2022.

The City received three bids ranging in cost from \$1.3 - \$1.5M.

Company	Total Bid with Metal Roof	Total Bid with PVC Green Roof	Total Bid with PVC White Roof
Riteway Roof	\$ 1,348,146.00	NA	NA
Best Contracting Services, Inc.	\$ 1,413,731.00	NA	\$ 1,440,135.00
AME Roofing	\$ 1,518,682.00	\$ 1,344,473.00	\$ 1,343,325.00
BUDGETED AMOUNT	\$ 1,010,000.00		
RECOMMENDED CONTRACTOR BID	\$ 1,344,473.00		
DIFFERENCE	\$ (334,473.00)		

The recommended product is the Green PVC roof at a cost of \$1,344,473.00, due to its lower cost, durability, long service life, strength, and resistance to moisture, wind and fire. On Wednesday, October 26, 2022 the Calabasas City Council will vote to approve a resolution for the allocation of \$1.5M (\$1.01M grant amount, \$334,473 grant overage and contingency of \$155,527) to the JPA. The City of Calabasas will be reimbursed by the JPA up to the amount received from RPOSD for the roof project. Project is estimated to be completed in late Spring/early Summer 2023.

REQUESTED ACTION:

Staff respectfully requests that the JPA Board award the contract to AME Builders, Inc. DBA AME Roofing to complete the roof replacement project.

**PROFESSIONAL SERVICES AGREEMENT
Providing for Payment of Prevailing Wages**

(Agoura Hills Calabasas Community Center Joint Powers Authority/
AME Builders, Inc. DBA AME Roofing)

1. IDENTIFICATION

THIS PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is entered into by and between the Agoura Hills Calabasas Community Center Joint Powers Authority, a California limited-purpose government agency (“Authority”), and AME Builders, Inc. DBA AME Roofing a California corporation (“Contractor”).

2. RECITALS

- 2.1 Authority has determined that it requires the following professional services from a Contractor: Repair/replace barrel roofs and flat roofs at the Agoura Hills Calabasas Community Center.
- 2.2 Contractor represents that it is fully qualified to perform such professional services by virtue of its experience and the training, education and expertise of its principals and employees. Contractor further represents that it is willing to accept responsibility for performing such services in accordance with the terms and conditions set forth in this Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions herein contained, Authority and Contractor agree as follows:

3. DEFINITIONS

- 3.1 “Scope of Services”: Such professional services as are set forth in Contractor’s August 24, 2022 bid to Authority attached hereto as Exhibit A and incorporated herein by this reference.
- 3.2 “Approved Fee Schedule”: Such compensation rates as are set forth in Contractor’s August 24, 2022 fee schedule to Authority attached hereto as Exhibit B and incorporated herein by this reference.
- 3.3 “Commencement Date”: October 28, 2022
- 3.4 “Expiration Date”: October 28, 2024

4. TERM

The term of this Agreement shall commence at 12:00 a.m. on the Commencement Date and shall expire at 11:59 p.m. on the Expiration Date unless extended by written agreement of the parties or terminated earlier in accordance with Section 17 (“Termination”) below.

Initials: (Authority) _____ (Contractor) _____

5. CONTRACTOR'S SERVICES

- 5.1 Contractor shall perform the services identified in the Scope of Services. Authority shall have the right to request, in writing, changes in the Scope of Services. Any such changes mutually agreed upon by the parties, and any corresponding increase or decrease in compensation, shall be incorporated by written amendment to this Agreement. In no event shall the total compensation and costs payable to Contractor under this Agreement exceed the sum of two-million Dollars (\$2,000,000) unless specifically approved in advance and in writing by Authority.
- 5.2 Contractor shall perform all work to the highest professional standards of Contractor's profession and in a manner reasonably satisfactory to Authority. Contractor shall comply with all applicable federal, state and local laws and regulations, including the conflict of interest provisions of Government Code Section 1090 and the Political Reform Act (Government Code Section 81000 *et seq.*).
- 5.3 During the term of this Agreement, Contractor shall not perform any work for another person or entity for whom Contractor was not working at the Commencement Date if both (i) such work would require Contractor to abstain from a decision under this Agreement pursuant to a conflict of interest statute and (ii) Authority has not consented in writing to Contractor's performance of such work.
- 5.4 Contractor represents that it has, or will secure at its own expense, all personnel required to perform the services identified in the Scope of Services. All such services shall be performed by Contractor or under its supervision, and all personnel engaged in the work shall be qualified to perform such services. **Don Seo** shall be Contractor's project administrator and shall have direct responsibility for management of Contractor's performance under this Agreement. No change shall be made in Contractor's project administrator without Authority's prior written consent.
- 5.5 To the extent that the Scope of Services involves trenches deeper than 4', Contractor shall promptly, and before the following conditions are disturbed, notify the Authority, in writing, of any:
- (1) Material that the contractor believes may be material that is hazardous waste, as defined in § 25117 of the Health and Safety Code, which is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law.
 - (2) Subsurface or latent physical conditions at the site differing from those indicated by information about the site made available to bidders prior to the deadline for submitting bids.
 - (3) 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.

Agoura Hills Calabasas Community Center Joint Powers Authority/AME Builders, Inc. DBA AME Roofing Authority shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or involve hazardous waste, and cause a decrease or increase in the contractor's cost of, or the time required for, performance of any part of the work, the Authority shall issue a change order under the procedures described in the contract.

6. COMPENSATION

- 6.1 Authority agrees to compensate Contractor for the services provided under this Agreement, and Contractor agrees to accept in full satisfaction for such services, payment in accordance with the Approved Fee Schedule.
- 6.2 Contractor shall submit to Authority an invoice, on a monthly basis or less frequently, for the services performed pursuant to this Agreement. Each invoice shall itemize the services rendered during the billing period and the amount due. Within thirty calendar days of receipt of each invoice, Authority shall pay all undisputed amounts included on the invoice. Authority shall not withhold applicable taxes or other authorized deductions from payments made to Contractor.
- 6.3 Payments for any services requested by Authority and not included in the Scope of Services shall be made to Contractor by Authority on a time-and-materials basis using Contractor's standard fee schedule. Contractor shall be entitled to increase the fees in this fee schedule at such time as it increases its fees for its clients generally; provided, however, in no event shall Contractor be entitled to increase fees for services rendered before the thirtieth day after Contractor notifies Authority in writing of an increase in that fee schedule. Fees for such additional services shall be paid within sixty days of the date Contractor issues an invoice to Authority for such services.
- 6.4 This Agreement is further subject to the provisions of Article 1.7 (commencing at Section 20104.50) of Division 2, Part 3 of the Public Contract Code regarding prompt payment of contractors by local governments. Article 1.7 mandates certain procedures for the payment of undisputed and properly submitted payment requests within 30 days after receipt, for the review of payment requests, for notice to the contractor of improper payment requests, and provides for the payment of interest on progress payment requests which are not timely made in accordance with this Article. This Agreement hereby incorporates the provisions of Article 1.7 as though fully set forth herein.
- 6.5 To the extent applicable, at any time during the term of the Agreement, the Contractor may at its own expense, substitute securities equivalent to the amount withheld as retention (or the retained percentage) in accordance with Public Contract Code section 22300. At the request and expense of the Contractor, securities equivalent to the amount withheld shall be deposited with the public agency, or with a state or federally chartered bank in this state as the escrow agent, who shall then pay those moneys to the Contractor. Upon satisfactory completion of the contract, the securities shall be returned to the Contractor.

7. **OWNERSHIP OF WRITTEN PRODUCTS**

All reports, documents or other written material (“written products” herein) developed by Contractor in the performance of this Agreement shall be and remain the property of Authority without restriction or limitation upon its use or dissemination by Authority. Contractor may take and retain copies of such written products as desired, but no such written products shall be the subject of a copyright application by Contractor.

8. **RELATIONSHIP OF PARTIES**

Contractor is, and shall at all times remain as to Authority, a wholly independent contractor. Contractor shall have no power to incur any debt, obligation, or liability on behalf of Authority or otherwise to act on behalf of Authority as an agent. Neither Authority nor any of its agents shall have control over the conduct of Contractor or any of Contractor’s employees, except as set forth in this Agreement. Contractor shall not represent that it is, or that any of its agents or employees are, in any manner employees of Authority.

9. **CONFIDENTIALITY**

All data, documents, discussion, or other information developed or received by Contractor or provided for performance of this Agreement are deemed confidential and shall not be disclosed by Contractor without prior written consent by Authority. Authority shall grant such consent if disclosure is legally required. Upon request, all Authority data shall be returned to Authority upon the termination or expiration of this Agreement.

10. **INDEMNIFICATION**

10.1 The parties agree that Authority, its officers, agents, employees and volunteers should, to the fullest extent permitted by law, be protected from any and all loss, injury, damage, claim, lawsuit, cost, expense, attorneys’ fees, litigation costs, or any other cost arising out of or in any way related to the performance of this Agreement. Accordingly, the provisions of this indemnity provision are intended by the parties to be interpreted and construed to provide the Authority with the fullest protection possible under the law. Contractor acknowledges that Authority would not enter into this Agreement in the absence of Contractor’s commitment to indemnify and protect Authority as set forth herein.

10.2 To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend Authority, its officers, agents, employees and volunteers from and against any and all claims and losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of Contractor or any of its officers, employees, servants, agents, or subcontractors in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys’ fees due to counsel of Authority’s choice.

Agoura Hills Calabasas Community Center Joint Powers Authority/AME Builders, Inc. DBA AME Roofing

- 10.3 Authority shall have the right to offset against the amount of any compensation due Contractor under this Agreement any amount due Authority from Contractor as a result of Contractor's failure to pay Authority promptly any indemnification arising under this Section 10 and related to Contractor's failure to either (i) pay taxes on amounts received pursuant to this Agreement or (ii) comply with applicable workers' compensation laws.
- 10.4 The obligations of Contractor under this Section 10 will not be limited by the provisions of any workers' compensation act or similar act. Contractor expressly waives its statutory immunity under such statutes or laws as to Authority, its officers, agents, employees and volunteers.
- 10.5 Contractor agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Section 10 from each and every subcontractor or any other person or entity involved by, for, with or on behalf of Contractor in the performance of this Agreement. In the event Contractor fails to obtain such indemnity obligations from others as required herein, Contractor agrees to be fully responsible and indemnify, hold harmless and defend Authority, its officers, agents, employees and volunteers from and against any and all claims and losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of Contractor's subcontractors or any other person or entity involved by, for, with or on behalf of Contractor in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of Authority's choice.
- 10.6 Authority does not, and shall not, waive any rights that it may possess against Contractor because of the acceptance by Authority, or the deposit with Authority, of any insurance policy or certificate required pursuant to this Agreement. This hold harmless and indemnification provision shall apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense.

11. INSURANCE

- 11.1 During the term of this Agreement, Contractor shall carry, maintain, and keep in full force and effect insurance against claims for death or injuries to persons or damages to property that may arise from or in connection with Contractor's performance of this Agreement. Such insurance shall be of the types and in the amounts as set forth below:
- 11.1.1 Comprehensive General Liability Insurance with coverage limits of not less than One Million Dollars (\$1,000,000) including products and operations hazard, contractual insurance, broad form property damage, independent Contractors, personal injury, underground hazard, and explosion and collapse hazard where applicable.
- 11.1.2 Automobile Liability Insurance for vehicles used in connection with the

Professional Services Agreement
Providing for Payment of Prevailing Wages

Agoura Hills Calabasas Community Center Joint Powers Authority/AME Builders, Inc. DBA AME Roofing performance of this Agreement with minimum limits of One Million Dollars (\$1,000,000) per claimant and One Million dollars (\$1,000,000) per incident.

11.1.3 Worker's Compensation insurance as required by the laws of the State of California, including but not limited to California Labor Code § 1860 and 1861 as follows:

Contractor shall take out and maintain, during the life of this contract, Worker's Compensation Insurance for all of Contractor's employees employed at the site of improvement; and, if any work is sublet, Contractor shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees, unless such employees are covered by the protection afforded by Contractor. Contractor and any of Contractor's subcontractors shall be required to provide Authority with a written statement acknowledging its obligation to secure payment of Worker's Compensation Insurance as required by Labor Code § 1861; to wit: 'I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.' If any class of employees engaged in work under this contract at the site of the Project is not protected under any Worker's Compensation law, Contractor shall provide and shall cause each subcontractor to provide adequate insurance for the protection of employees not otherwise protected. Contractor shall indemnify and hold harmless Authority for any damage resulting from failure of either Contractor or any subcontractor to take out or maintain such insurance.

11.1.4 Professional Errors and Omissions Insurance with coverage limits of not less than One Million Dollars (\$1,000,000).

- 11.2 Contractor shall require each of its subcontractors to maintain insurance coverage that meets all of the requirements of this Agreement.
- 11.3 The policy or policies required by this Agreement shall be issued by an insurer admitted in the State of California and with a rating of at least A:VII in the latest edition of Best's Insurance Guide.
- 11.4 Contractor agrees that if it does not keep the aforesaid insurance in full force and effect, Authority may either (i) immediately terminate this Agreement; or (ii) take out the necessary insurance and pay, at Contractor's expense, the premium thereon.
- 11.5 At all times during the term of this Agreement, Contractor shall maintain on file with Authority's Risk Manager a certificate or certificates of insurance showing that the aforesaid policies are in effect in the required amounts and naming the Authority and its officers, employees, agents and volunteers as additional insureds. Contractor shall, prior

Agoura Hills Calabasas Community Center Joint Powers Authority/AME Builders, Inc. DBA AME Roofing to commencement of work under this Agreement, file with Authority's Risk Manager such certificate(s).

- 11.6 Contractor shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Such proof will be furnished at least two weeks prior to the expiration of the coverages.
- 11.7 The General Liability Policy of insurance required by this Agreement shall contain an endorsement naming Authority and its officers, employees, agents and volunteers as additional insureds. The General Liability Policy required under this Agreement shall contain an endorsement providing that the policies cannot be canceled or reduced except on thirty days' prior written notice to Authority. Contractor agrees to require its insurer to modify the certificates of insurance to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, and to delete the word "endeavor" with regard to any notice provisions. If this contract provides service to a Homeowners Association, that Homeowners Association must be listed as an additional insured in addition to the Authority.
- 11.8 The insurance provided by Contractor shall be primary to any coverage available to Authority. Any insurance or self-insurance maintained by Authority and/or its officers, employees, agents or volunteers, shall be in excess of Contractor's insurance and shall not contribute with it.
- 11.9 All insurance coverage provided pursuant to this Agreement shall not prohibit Contractor, and Contractor's employees, agents or subcontractors, from waiving the right of subrogation prior to a loss. Contractor hereby waives all rights of subrogation against the Authority.
- 11.10 Any deductibles or self-insured retentions must be declared to and approved by the Authority. At the option of Authority, Contractor shall either reduce or eliminate the deductibles or self-insured retentions with respect to Authority, or Contractor shall procure a bond or other security acceptable to the Authority guaranteeing payment of losses and expenses.
- 11.11 Procurement of insurance by Contractor shall not be construed as a limitation of Contractor's liability or as full performance of Contractor's duties to indemnify, hold harmless and defend under Section 10 of this Agreement.

12. MUTUAL COOPERATION

- 12.1 Authority shall provide Contractor with all pertinent data, documents and other requested information as is reasonably available for the proper performance of Contractor's services under this Agreement.

Agoura Hills Calabasas Community Center Joint Powers Authority/AME Builders, Inc. DBA AME Roofing
12.2 In the event any claim or action is brought against Authority relating to Contractor's performance in connection with this Agreement, Contractor shall render any reasonable assistance that Authority may require.

13. RECORDS AND INSPECTIONS

Contractor shall maintain full and accurate records with respect to all matters covered under this Agreement for a period of three years after the expiration or termination of this Agreement. Authority shall have the right to access and examine such records, without charge, during normal business hours. Authority shall further have the right to audit such records, to make transcripts therefrom and to inspect all program data, documents, proceedings, and activities with respect to this Agreement.

14. PERMITS AND APPROVALS

Contractor shall obtain, at its sole cost and expense, all permits and regulatory approvals necessary in the performance of this Agreement. This includes, but shall not be limited to, encroachment permits and building and safety permits and inspections.

15. NOTICES

Any notices, bills, invoices, or reports required by this Agreement shall be deemed received on: (i) the day of delivery if delivered by hand, facsimile or overnight courier service during the addressee's regular business hours; or (ii) on the third business day following deposit in the United States mail if delivered by mail, postage prepaid, to the addresses listed below (or to such other addresses as the parties may, from time to time, designate in writing).

If to Authority:

Agoura Hills Calabasas Community
Center Joint Powers Authority
27040 Malibu Hills Road
Attn: Erica Green
Telephone: (818) 880-2993

If to Contractor:

AME Builders, Inc., DBA AME Roofing
1242 Transit Ave
Pomona, CA 91766
Attn: Don Seo
Telephone: (909) 766-3200
Email: don.seo@amebuilders.net

With courtesy copy to:

Matthew T. Summers
Colantuono, Highsmith & Whatley, PC
Authority Attorney
790 E. Colorado Blvd., Suite 850
Pasadena, CA 91101
Telephone: (213) 542-5700

Initials: (Authority) _____ (Contractor) _____

16. SURVIVING COVENANTS

The parties agree that the covenants contained in Section 9, Section 10, Paragraph 12.2 and Section 13 of this Agreement shall survive the expiration or termination of this Agreement.

17. TERMINATION

17.1. Authority shall have the right to terminate this Agreement for any reason on five calendar days' written notice to Contractor. Contractor shall have the right to terminate this Agreement for any reason on sixty calendar days' written notice to Authority. Contractor agrees to cease all work under this Agreement on or before the effective date of any notice of termination. All Authority data, documents, objects, materials or other tangible things shall be returned to Authority upon the termination or expiration of this Agreement.

17.2 If Authority terminates this Agreement due to no fault or failure of performance by Contractor, then Contractor shall be paid based on the work satisfactorily performed at the time of termination. In no event shall Contractor be entitled to receive more than the amount that would be paid to Contractor for the full performance of the services required by this Agreement.

18. GENERAL PROVISIONS

18.1 Contractor shall not delegate, transfer, subcontract or assign its duties or rights hereunder, either in whole or in part, without Authority's prior written consent, and any attempt to do so shall be void and of no effect. Authority shall not be obligated or liable under this Agreement to any party other than Contractor.

18.2 In the performance of this Agreement, Contractor shall not discriminate against any employee, subcontractor, or applicant for employment because of race, color, creed, religion, sex, marital status, sexual orientation, national origin, ancestry, age, physical or mental disability, medical condition or any other unlawful basis.

18.3 The captions appearing at the commencement of the sections hereof, and in any paragraph thereof, are descriptive only and for convenience in reference to this Agreement. Should there be any conflict between such heading, and the section or paragraph thereof at the head of which it appears, the section or paragraph thereof, as the case may be, and not such heading, shall control and govern in the construction of this Agreement. Masculine or feminine pronouns shall be substituted for the neuter form and vice versa, and the plural shall be substituted for the singular form and vice versa, in any place or places herein in

Agoura Hills Calabasas Community Center Joint Powers Authority/AME Builders, Inc. DBA AME Roofing
which the context requires such substitution(s).

- 18.4 The waiver by Authority or Contractor of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition or of any subsequent breach of the same or any other term, covenant or condition herein contained. No term, covenant or condition of this Agreement shall be deemed to have been waived by Authority or Contractor unless in writing.
- 18.5 Contractor shall not be liable for any failure to perform if Contractor presents acceptable evidence, in Authority's sole judgment that such failure was due to causes beyond the control and without the fault or negligence of Contractor.
- 18.6 Each right, power and remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise shall be cumulative and shall be in addition to every other right, power, or remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise. The exercise, the commencement of the exercise, or the forbearance of the exercise by any party of any one or more of such rights, powers or remedies shall not preclude the simultaneous or later exercise by such party of any of all of such other rights, powers or remedies. In the event legal action shall be necessary to enforce any term, covenant or condition herein contained, the party prevailing in such action, whether reduced to judgment or not, shall be entitled to its reasonable and actual court costs, including accountants' fees, if any, and attorneys' fees expended in such action. The venue for any litigation shall be Los Angeles County, California.
- 18.7 If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, then such term or provision shall be amended to, and solely to, the extent necessary to cure such invalidity or unenforceability, and shall be enforceable in its amended form. In such event, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.
- 18.8 This Agreement shall be governed and construed in accordance with the laws of the State of California.
- 18.9 All documents referenced as exhibits in this Agreement are hereby incorporated into this Agreement. In the event of any material discrepancy between the express provisions of this Agreement and the provisions of any document incorporated herein by reference, the provisions of this Agreement shall prevail. This instrument contains the entire Agreement between Authority and Contractor with respect to the transactions contemplated herein. No other prior oral or written agreements are binding upon the parties. Amendments hereto or deviations herefrom shall be effective and binding only if made in writing and executed by Authority and Contractor.

Agoura Hills Calabasas Community Center Joint Powers Authority/AME Builders, Inc. DBA AME Roofing

- 18.10 This Agreement is further subject to the provisions of Article 1.5 (commencing at Section 20104) of Division 2, Part 3 of the Public Contract Code regarding the resolution of public works claims of less than \$375,000. Article 1.5 mandates certain procedures for the filing of claims and supporting documentation by the contractor, for the response to such claims by the contracting public agency, for a mandatory meet and confer conference upon the request of the contractor, for mandatory nonbinding mediation in the event litigation is commenced, and for mandatory judicial arbitration upon the failure to resolve the dispute through mediation. This Agreement hereby incorporates the provisions of Article 1.5 as though fully set forth herein.
- 18.11 This Agreement is further subject to the provisions of California Public Contracts Code § 6109 which prohibits the Contractor from performing work on this project with a subcontractor who is ineligible to perform work on the project pursuant to §§ 1777.1 or 1777.7 of the Labor Code.

19. **PREVAILING WAGES**

- 19.1 To the extent that the estimated amount of this Agreement exceeds \$1,000, this Agreement is subject to prevailing wage law, including, but not limited to, the following:
- 19.1.1 The Contractor shall pay the prevailing wage rates for all work performed under the Agreement. When any craft or classification is omitted from the general prevailing wage determinations, the Contractor shall pay the wage rate of the craft or classification most closely related to the omitted classification. The Contractor shall forfeit as a penalty to Authority \$50.00 or any greater penalty provided in the Labor Code for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rates for any work done under the Agreement employed in the execution of the work by Contractor or by any subcontractor of Contractor in violation of the provisions of the Labor Code. In addition, the difference between such prevailing wage rates and the amount paid to each worker for each calendar day, or portion thereof, for which each worker was paid less than the prevailing wage rate shall be paid to each worker by the Contractor.
- 19.1.2 Contractor shall comply with the provisions of Labor Code Section 1777.5 concerning the employment of apprentices on public works projects, and further agrees that Contractor is responsible for compliance with Section 1777.5 by all of its subcontractors.
- 19.1.3 Pursuant to Labor Code § 1776, Contractor and any subcontractor shall keep accurate payroll records, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by Contractor in connection with this Agreement. Each payroll record shall contain or be

Agoura Hills Calabasas Community Center Joint Powers Authority/AME Builders, Inc. DBA AME Roofing verified by a written declaration that it is made under penalty of perjury, stating both of the following: (1) The information contained in the payroll record is true and correct; and (2) The employer has complied with the requirements of Labor Code §§ 1811, and 1815 for any work performed by his or her employees on the public works project. The payroll records enumerated under subdivision (a) shall be certified and shall be available for inspection at all reasonable hours as required by Labor Code § 1776.

19.1.4 Notwithstanding anything to the contrary, Contractor shall defend, indemnify, and hold harmless the Authority, and its officers, employees, agents, and volunteers free and harmless from any claim or liability arising out of failure or alleged failure of Contractor to comply with such prevailing wage laws.”

19.2 To the extent that the estimated amount of this Agreement exceeds \$1,000, this Agreement is further subject to 8-hour work day and wage and hour penalty law, including, but not limited to, Labor Code Sections 1810 and 1813, as well as California nondiscrimination laws, as follows:

19.2.1 Contractor shall strictly adhere to the provisions of the Labor Code regarding the 8-hour day and the 40-hour week, overtime, Saturday, Sunday and holiday work and nondiscrimination on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex or sexual orientation, except as provided in Section 12940 of the Government Code. Pursuant to the provisions of the Labor Code, eight hours’ labor shall constitute a legal day’s work. Work performed by Contractor’s employees in excess of eight hours per day, and 40 hours during any one week, must include compensation for all hours worked in excess of eight hours per day, or 40 hours during any one week, at not less than one and one-half times the basic rate of pay. Contractor shall forfeit as a penalty to Authority \$25.00 or any greater penalty set forth in the Labor Code for each worker employed in the execution of the work by Contractor or by any Subcontractor of Contractor, for each calendar day during which such worker is required or permitted to the work more than eight hours in one calendar day or more than 40 hours in any one calendar week in violation of the provisions of the Labor Code.

Professional Services Agreement
Providing for Payment of Prevailing Wages

Agoura Hills Calabasas Community Center Joint Powers Authority/AME Builders, Inc. DBA AME Roofing
TO EFFECTUATE THIS AGREEMENT, the parties have caused their duly authorized
representatives to execute this Agreement on the dates set forth below.

“Authority”
Joint Powers Authority

“Contractor”
AME Builders, Inc. DBA AME Roofing

By: _____
Deborah Klein Lopez, Chair

By: _____
Don Seo, President

Date: _____

Date: _____

By: _____

By: _____

Date: _____

Date: _____

Attest:

By: _____
Maricela Hernandez, MMC, CPMC
Authority Clerk

Date: _____

Approved as to form:

By: _____
Matthew T. Summers
Colantuono, Highsmith & Whatley, PC
Authority Attorney

Date: _____

EXHIBIT A
SCOPE OF WORK

Bid Proposal Attached.

CERTIFICATION REGARDING DEBARMENT & OTHER RESPONSIBILITY MATTERS

By submitting a proposal, Bidder certifies, to the best of its knowledge and belief, that -

I. Bidder and/or any of its Principals -

(A) Are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any state or federal agency;

(B) Have not, within a three-year period preceding this bid, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of bids; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission or any of the offenses enumerated in paragraph I (B) of this provision.

II. Bidder has not, within a three-year period preceding this offer, had one or more contracts terminated for default by any public (Federal, state, or local) entity.

(A) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

(B) Bidder will provide immediate written notice to the Procurement Officer if, at any time prior to contract award, Bidder learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(C) If bidder is unable to certify the representations stated in paragraphs (I), Bidder must submit a written explanation regarding its inability to make the certification. The certification will be considered in connection with a review of the Bidder's responsibility. Failure of the Bidder to furnish additional information as requested by the Procurement Officer may render the Bidder non-responsive.

(D) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (A) of this provision. The knowledge and information of a Bidder is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(E) The certification in paragraph I (A) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that

the Bidder knowingly or in bad faith rendered an erroneous certification, in addition to other remedies available to the City of Calabasas and Authority, the Procurement Officer may terminate the contract resulting from this solicitation for default.



Authorized Signature

08/24/2022

Date

**WAIVER AND GENERAL RELEASE RE:
REQUEST TO ACCESS CITY OF CALABASAS PROPERTY
FOR RFP: ROOF REPAIR – AGOURA HILLS CALABASAS COMMUNITY CENTER**

In consideration of receiving a limited and permissive right to enter the Authority FACILITIES (*herein Agoura Hills Calabasas Community Center*) properties, IT IS AGREED THAT the undersigned hereby releases the City of Calabasas and Authority, their agents, officers, directors, attorneys, employees, and designated representatives (collectively referred to hereinafter as "City/Authority") to the greatest extent provided for under law for the following matters that arise in any way out of the activities specified herein:

1. Any and all claims for personal injury or death to the undersigned, whether or not caused in whole or in part by the negligence or other acts or omissions of the City/Authority, except for City/Authority's active negligence, and regardless of whether such injury is caused in whole or in part by the undersigned, whether alone or together with or in association with others;

2. Any and all claims for any real or personal property damage, whether or not the property is owned by or in the custody or possession of the undersigned, and whether or not caused by the City/Authority or others, except for the City/Authority's active negligence, and regardless of whether the damage is caused in whole or in part by the undersigned;

3. Any and all claims for any damage, injury, loss, expense or liability incurred or arising from any act or omission of the City/Authority, any individual, company or agency in relation to transportation services to or from City/Authority facilities; and

4. Any and all claims for any damage, injury, loss, accident, delay, irregularity, indebtedness, expense or liability incurred or arising from weather, illness, or federal, state, county or City/Authority rule, regulation or restriction.

IT IS FURTHER AGREED that the undersigned will, to the greatest extent authorized under law, indemnify, defend, hold harmless and release the City/Authority from any and all claims, demands, actions, and damages, including but not limited to attorneys' fees and reasonable costs, brought against the City/Authority for any injury arising out of or caused by the undersigned's negligence or any acts, omissions or conduct of the undersigned in relation to and arising out of the activities specified in this Waiver and General Release.

IT IS FURTHER AGREED that the undersigned understands, consents, and agrees to the terms and conditions set forth above, and that his/her consent and agreement to this Waiver and General Release is a condition precedent to the City's grant of a limited and permissive right of entry on behalf of the Authority.

The foregoing is agreed to this 24th day of August, 2022:

PRINT NAME COMPANY AME Builders Inc dba AME Roofing

TELEPHONE # (909) 766-3200

FAX # (909) 907-0090

A handwritten signature in blue ink, appearing to read "Don Seo", written in a cursive style.

Don Seo

PROPOSAL

For

PROJECT: ROOF REPAIR

AGOURA HILLS CALABASAS COMMUNITY CENTER

Date: August, 24th, 2022

PROPOSAL FROM: AME Builders Inc dba AME Roofing, doing
Business Name (Print / Type)

business as a corporation / a partnership / an individual (*circle out applicable term*), with its principal office in/near the City of Pomona, County of Los Angeles, State of California.

TO: CITY OF CALABASAS, on behalf of the Agoura Hills/Calabasas Community Center Joint Powers Authority (*herein called "Owner"*)

As a RESPONDER for the above referenced PROJECT and in compliance with your REQUEST FOR PROPOSALS, having examined the related documents, the site of the proposed work, and being familiar with conditions of the proposed WORK, including the availability of materials and labor, hereby propose to furnish all labor, equipment and services, materials, technical personnel, supervision, in accordance with this REQUEST FOR PROPOSALS, and machinery, tools, supplies, and appurtenances, including utility and transportation services required to complete the PROJECT, in accordance with project documents at, and/or for the price for the services. This price covers all expenses incurred in performing the required WORK.

If selected as the PROJECT SERVICE CONTRACTOR (*herein "CONTRACTOR"*), the RESPONDER agrees to commence WORK on or before the specified "Notice to Proceed" date.

The specifications and addenda are complimentary of each other. What is called for by one shall be as binding as if called for by all. Should there arise a conflict which is not resolved and/or is necessary to comply with mandatory requirements (i.e., codes, ordinances, etc.), it shall be the RESPONDER's responsibility to implement appropriate methods required to resolve the issue.

Responder agrees to perform all of the WORK prescribed for this PROJECT to completion and all for the price listed in the attached Proposal.

PRICE PROPOSAL FORM

The undersigned has carefully checked all figures in his/her proposal and understands the City of Calabasas, on behalf of the Authority, will not be responsible for any errors or omissions in preparing this proposal. The proposal shall remain valid for any and all services provided for a period of ninety days.

Project RFP: Roof Repair

Agoura Hills Calabasas Community Center

FIRM NAME: AME Builders Inc dba AME Roofing

CONTACT NAME: Don Seo

ADDRESS OF FIRM: 1242 Transit Ave., Pomona CA 91766

TELEPHONE: 909-766-3200

EMAIL ADDRESS: don.seo@amebuilders.net

FEDERAL ID NUMBER: 82-1465358

BUSINESS LICENSE NUMBER: 1057266

AUTHORIZED SIGNATURE: 

TITLE: President

PLEASE LIST 3 REFERENCES WITH LOCATION AND TELEPHONE NUMBER:

Yatindra Shah / Exbon Development Inc	13831 Newhope St. Garden Grove, CA 92843	714-260-7317
Steve Lampman The Garland Co.	3800 East 91st St. Cleveland, OH 44105	949-322-1770
Aracdio Garcia Edwards Air Force Base	305 E. Popson Ave. Edwards AFB, CA 93524	661-810-8775

Bid Schedule Alternative A – Agoura Hills Calabasas Community Center Roof Replacement

Item No.	Description General	Estimated Quantity	Unit	Unit Price	Total Amount
1	Mobilization/Demobilization	1	LS	20,000	20,000.00
2	Remove Existing Barrel Roof	28,700	SF	4.11	117,957.00
3	Remove Existing Flat Roof	9,300	SF	5.97	55,521.00
4	Inspect Existing Substrate Roof Materials for Damage	1	LS	\$10,000	\$10,000
5	Repair Any Damaged Substrate Roof Materials	1	LS	\$10,000	\$10,000
6	Install New Built-Up Flat Roof	9,300	SF	34.71	322,803.00
7	Install New Standing Seam Metal Barrel Roof	28,700	SF	34.23	982,401.00

ADD/Delete Alternate Roof Materials

Item No.	Description General	Estimated Quantity	Unit	Unit Price	Total Amount
6A	Install New PVC Flat Roof	9,300	SF	36.35	338,055.00
7A	Install New Patina Green PVC Standing Seam Style Barrel Roof	28,700	SF	28.16	808,192.00
7B	Install New White PVC Standing Seam Style Barrel Roof	28,700	SF	28.12	807,044.00

BID SCHEDULE ALTERNATIVE A (ITEMS 1 THROUGH 7):

TOTAL AMOUNT OF BID: \$ 1,518,682.00

TOTAL AMOUNT OF BID IN WORDS: One Million Five Hundred Eighteen Thousand Six Hundred Eighty Two Dollars

BID SCHEDULE ALTERNATIVE B (ITEMS 1 THROUGH 6 AND 7A):

TOTAL AMOUNT OF BID: \$ 1,344,473.00

TOTAL AMOUNT OF BID IN WORDS: One Million Three Hundred Forty Four Thousand Four Hundred
Seventy Three Dollars

BID SCHEDULE ALTERNATIVE C (ITEMS 1 THROUGH 5, 6A, AND 7):

TOTAL AMOUNT OF BID: \$ 1,533,934.00

TOTAL AMOUNT OF BID IN WORDS: One Million Five Hundred Thirty Three Thousand Nine Hundred
Thirty Four Dollars

BID SCHEDULE ALTERNATIVE D (ITEMS 1 THROUGH 5, 6A, AND 7A):

TOTAL AMOUNT OF BID: \$ 1,359,725.00

TOTAL AMOUNT OF BID IN WORDS: One Million Three Hundred Fifty Nine Thousand Seven Hundred
Twenty Five Dollars

BID SCHEDULE ALTERNATIVE E (ITEMS 1 THROUGH 6, AND 7B):

TOTAL AMOUNT OF BID: \$ 1,343,325.00

TOTAL AMOUNT OF BID IN WORDS: One Million Three Hundred Forty Three Thousand Three Hundred
Twenty Five Dollars

BID SCHEDULE ALTERNATIVE F (ITEMS 1 THROUGH 5, 6A, AND 7B):

TOTAL AMOUNT OF BID: \$ 1,358,577.00

TOTAL AMOUNT OF BID IN WORDS: One Million Three Hundred Fifty Eight Thousand Five Hundred
Seventy Seven Dollars

Amounts are shown in both words and figures. In case of discrepancy, the amount shown in words will govern. The above unit prices include all labor, materials, and equipment, as required; cleaning, removal, overhead, profit, fees, insurance, etc., to cover the several kinds called for. The City on behalf of the Authority will determine the low bidder based on the lowest total cost of the six alternatives listed above and which meets the required procurement time for the project.

The RESPONDER declares to be fully informed and satisfied that the above bid schedule is a basis used to obtain uniformity in submitted bid prices; and no definitive quantities

have been indicated, therefore actual quantities are subject to adjustment by either increase or decrease, as deemed necessary, per conditions encountered during project construction and agreed by both the Project Contractor and the City of Calabasas/Authority and their representatives; also, should the quantities of any of the items of the WORK be increased, the undersigned, if chosen as Project Contractor, proposes to do the additional WORK at the unit prices stated herein, and should the quantities be decreased, the RESPONDER understands that payment will be made on actual quantities and that actual quantities will be determined upon completion of the WORK, at which time adjustment will be made by direct increase or decrease.

The RESPONDER acknowledges the understanding of the character and requirements of the proposed WORK, and further acknowledges the project site conditions, the difficulties attendant upon its execution, and have carefully read and examined the specifications, other PROJECT DOCUMENTS herein referred to, know and do understand the terms and provisions thereof.

By submission of this PROPOSAL, the RESPONDER certifies, and in the case of a joint PROPOSAL, each party thereto certifies as to its own organization, that this PROPOSAL has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this PROPOSAL, with any other RESPONDER or with any competitor.

It is further declared that the RESPONDER acknowledges this PROPOSAL AMOUNT will be used as selection criteria by the City on behalf of the Authority; and agree this PROPOSAL unit price(s) shall be good and shall not be withdrawn for a period of NINETY (90) CALENDAR DAYS after the scheduled closing time for receiving PROPOSALS.

Fax Acceptance Authorization Number of Submitted Proposal: _____

Respectfully
submitted:

By: AME Builders Inc dba AME Roofing
Business Name (Print / Type)

Address: 1242 Transit Ave., Pomona, CA 91766
Business Address (Print / Type)

Signed:  **Name:** Don Seo
Signature Print

Title: President
Print

Telephone No. 909-766-3200 **Fax No.** 909-907-0090 **Email** don.seo@amebuilders.net

BID BOND
AGOURA HILLS CALABASAS COMMUNITY CENTER ROOF REPAIR
IN THE CITY OF CALABASAS, CALIFORNIA

KNOW ALL MEN BY THESE PRESENTS that Bidder AME BUILDERS, INC., as PRINCIPAL, and GREAT AMERICAN INSURANCE COMPANY, as SURETY, are held and firmly bound unto the City of Calabasas as AGENCY, in the penal sum of TEN PERCENT OF AMOUNT BID dollars (\$ 10%), which is ten percent (10%) of the total amount bid by PRINCIPAL to AGENCY for the above stated project, for the payment of which sum, PRINCIPAL and SURETY agree to be bound, jointly and severally, firmly by these presents.

The SURETY, for value received, hereby stipulates and agrees that the obligations of said SURETY and its BOND shall be in no way impaired or affected by any extension of the time within which the AGENCY may accept such Bid; and said SURETY does hereby waive notice of any such extension.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH that, whereas PRINCIPAL is about to submit a bid to AGENCY for the above stated project, if said bid is rejected, or if said bid is accepted and a contract is awarded and entered into by PRINCIPAL in the manner and time specified, and PRINCIPAL provides the required payment and performance bonds and insurance coverages to AGENCY, then this obligation shall be null and void, otherwise it shall remain in full force and effect in favor of AGENCY.

IN WITNESS WHEREOF the parties hereto have set their names, titles, hands, and seals this 29TH day of AUGUST, 2022.

PRINCIPAL*

AME BUILDERS, INC.

1242 TRANSIT AVE. POMONA, CA 91766; 909-766-3200

Don Seo, President



SURETY*

GREAT AMERICAN INSURANCE COMPANY

750 THE CITY DRIVE SOUTH #470 ORANGE, CA 92868; 714-740-3117

KEVIN VEGA, ATTORNEY-in-FACT



*Provide BIDDER and SURETY name, address and telephone number and the name, title, address and telephone number for their authorized representatives. Power of Attorney must be attached.

GREAT AMERICAN INSURANCE COMPANY®

Administrative Office: 301 E 4TH STREET • CINCINNATI, OHIO 45202 • 513-369-5000 • FAX 513-723-2740

The number of persons authorized by this power of attorney is not more than **FOUR**

No. 0 20974

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the GREAT AMERICAN INSURANCE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Ohio, does hereby nominate, constitute and appoint the person or persons named below, each individually if more than one is named, its true and lawful attorney-in-fact, for it and in its name, place and stead to execute on behalf of the said Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; provided that the liability of the said Company on any such bond, undertaking or contract of suretyship executed under this authority shall not exceed the limit stated below.

Name	Address	Limit of Power
PHILIP E. VEGA	ALL OF	ALL
KEVIN VEGA	COVINA, CALIFORNIA	\$100,000,000
BRITTON CHRISTIANSEN		
MYRNA F. SMITH		

This Power of Attorney revokes all previous powers issued on behalf of the attorney(s)-in-fact named above.

IN WITNESS WHEREOF the GREAT AMERICAN INSURANCE COMPANY has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 9TH day of FEBRUARY 2021



My L C B

Assistant Secretary

GREAT AMERICAN INSURANCE COMPANY

Mark V Vicario

Divisional Senior Vice President

STATE OF OHIO, COUNTY OF HAMILTON - ss:

On this 9TH day of FEBRUARY, 2021, before me personally appeared MARK VICARIO, to me known, being duly sworn, deposes and says that he resides in Cincinnati, Ohio, that he is a Divisional Senior Vice President of the Bond Division of Great American Insurance Company, the Company described in and which executed the above instrument; that he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto by like authority.

MARK VICARIO (877-377-2405)



SUSAN A KOHORST
Notary Public
State of Ohio
My Comm. Expires
May 18, 2025

Susan A Kohorst

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of Great American Insurance Company by unanimous written consent dated June 9, 2008.

RESOLVED: That the Divisional President, the several Divisional Senior Vice Presidents, Divisional Vice Presidents and Divisional Assistant Vice Presidents, or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.

RESOLVED FURTHER: That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract of suretyship, or other written obligation in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

CERTIFICATION

I, STEPHEN C. BERAHA, Assistant Secretary of Great American Insurance Company, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of June 9, 2008 have not been revoked and are now in full force and effect.

Signed and sealed this 29th day of August, 2022



My L C B

Assistant Secretary

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)

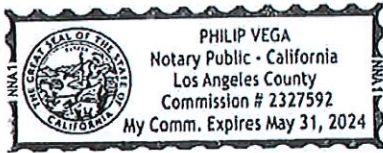
On 08/29/2022 before me, PHILIP VEGA, NOTARY PUBLIC
Date Here Insert Name and Title of the Officer

personally appeared KEVIN VEGA, ATTORNEY-in-FACT
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 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: _____

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 08/30/2022 before me, Hyun Ho Phillip Goo, Notary Public,
Date Here Insert Name and Title of the Officer

personally appeared Don Seo
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 [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: _____

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): _____

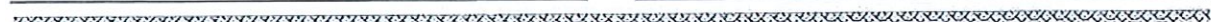
Partner -- Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer Is Representing: _____





Re: 6. c) Procurement time for each proposed roofing alternative material listed in the bid schedule

- BUR Flat Roof: 4 weeks
- PVC Flat Roof: 16 weeks
- SSMR Barrel Roof: 14 weeks
- PVC Barrel Roof: 20 weeks

** Please note that above lead times are estimated only.



Re: Addenda Acknowledgement

AME Builders, Inc. has received addendum #1 ~ #5.

A handwritten signature in blue ink, appearing to read "Don Seo", is written over a horizontal line.

Signature

Don Seo / President

Name and Title

8/29/2022

Date

EXHIBIT B
APPROVED FEE SCHEDULE

Bid Proposal Attached.

PLEASE LIST 3 REFERENCES WITH LOCATION AND TELEPHONE NUMBER:

Yatindra Shah / Exbon Development Inc	13831 Newhope St. Garden Grove, CA 92843	714-260-7317
Steve Lampman The Garland Co.	3800 East 91st St. Cleveland, OH 44105	949-322-1770
Aracdio Garcia Edwards Air Force Base	305 E. Popson Ave. Edwards AFB, CA 93524	661-810-8775

Bid Schedule Alternative A – Agoura Hills Calabasas Community Center Roof Replacement

Item No.	Description General	Estimated Quantity	Unit	Unit Price	Total Amount
1	Mobilization/Demobilization	1	LS	20,000	20,000.00
2	Remove Existing Barrel Roof	28,700	SF	4.11	117,957.00
3	Remove Existing Flat Roof	9,300	SF	5.97	55,521.00
4	Inspect Existing Substrate Roof Materials for Damage	1	LS	\$10,000	\$10,000
5	Repair Any Damaged Substrate Roof Materials	1	LS	\$10,000	\$10,000
6	Install New Built-Up Flat Roof	9,300	SF	34.71	322,803.00
7	Install New Standing Seam Metal Barrel Roof	28,700	SF	34.23	982,401.00

ADD/Delete Alternate Roof Materials

Item No.	Description General	Estimated Quantity	Unit	Unit Price	Total Amount
6A	Install New PVC Flat Roof	9,300	SF	36.35	338,055.00
7A	Install New Patina Green PVC Standing Seam Style Barrel Roof	28,700	SF	28.16	808,192.00
7B	Install New White PVC Standing Seam Style Barrel Roof	28,700	SF	28.12	807,044.00

BID SCHEDULE ALTERNATIVE A (ITEMS 1 THROUGH 7):

TOTAL AMOUNT OF BID: \$ 1,518,682.00

TOTAL AMOUNT OF BID IN WORDS: One Million Five Hundred Eighteen Thousand Six Hundred Eighty Two Dollars

BID SCHEDULE ALTERNATIVE B (ITEMS 1 THROUGH 6 AND 7A):

TOTAL AMOUNT OF BID: \$ 1,344,473.00

TOTAL AMOUNT OF BID IN WORDS: One Million Three Hundred Forty Four Thousand Four Hundred
Seventy Three Dollars

BID SCHEDULE ALTERNATIVE C (ITEMS 1 THROUGH 5, 6A, AND 7):

TOTAL AMOUNT OF BID: \$ 1,533,934.00

TOTAL AMOUNT OF BID IN WORDS: One Million Five Hundred Thirty Three Thousand Nine Hundred
Thirty Four Dollars

BID SCHEDULE ALTERNATIVE D (ITEMS 1 THROUGH 5, 6A, AND 7A):

TOTAL AMOUNT OF BID: \$ 1,359,725.00

TOTAL AMOUNT OF BID IN WORDS: One Million Three Hundred Fifty Nine Thousand Seven Hundred
Twenty Five Dollars

BID SCHEDULE ALTERNATIVE E (ITEMS 1 THROUGH 6, AND 7B):

TOTAL AMOUNT OF BID: \$ 1,343,325.00

TOTAL AMOUNT OF BID IN WORDS: One Million Three Hundred Forty Three Thousand Three Hundred
Twenty Five Dollars

BID SCHEDULE ALTERNATIVE F (ITEMS 1 THROUGH 5, 6A, AND 7B):

TOTAL AMOUNT OF BID: \$ 1,358,577.00

TOTAL AMOUNT OF BID IN WORDS: One Million Three Hundred Fifty Eight Thousand Five Hundred
Seventy Seven Dollars

Amounts are shown in both words and figures. In case of discrepancy, the amount shown in words will govern. The above unit prices include all labor, materials, and equipment, as required; cleaning, removal, overhead, profit, fees, insurance, etc., to cover the several kinds called for. The City on behalf of the Authority will determine the low bidder based on the lowest total cost of the six alternatives listed above and which meets the required procurement time for the project.

The RESPONDER declares to be fully informed and satisfied that the above bid schedule is a basis used to obtain uniformity in submitted bid prices; and no definitive quantities

have been indicated, therefore actual quantities are subject to adjustment by either increase or decrease, as deemed necessary, per conditions encountered during project construction and agreed by both the Project Contractor and the City of Calabasas/Authority and their representatives; also, should the quantities of any of the items of the WORK be increased, the undersigned, if chosen as Project Contractor, proposes to do the additional WORK at the unit prices stated herein, and should the quantities be decreased, the RESPONDER understands that payment will be made on actual quantities and that actual quantities will be determined upon completion of the WORK, at which time adjustment will be made by direct increase or decrease.

The RESPONDER acknowledges the understanding of the character and requirements of the proposed WORK, and further acknowledges the project site conditions, the difficulties attendant upon its execution, and have carefully read and examined the specifications, other PROJECT DOCUMENTS herein referred to, know and do understand the terms and provisions thereof.

By submission of this PROPOSAL, the RESPONDER certifies, and in the case of a joint PROPOSAL, each party thereto certifies as to its own organization, that this PROPOSAL has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this PROPOSAL, with any other RESPONDER or with any competitor.

It is further declared that the RESPONDER acknowledges this PROPOSAL AMOUNT will be used as selection criteria by the City on behalf of the Authority; and agree this PROPOSAL unit price(s) shall be good and shall not be withdrawn for a period of NINETY (90) CALENDAR DAYS after the scheduled closing time for receiving PROPOSALS.

Fax Acceptance Authorization Number of Submitted Proposal: _____

Respectfully
submitted:

AME Builders Inc dba AME Roofing

By:

Business Name (Print / Type)

Address:

1242 Transit Ave., Pomona, CA 91766

Business Address (Print / Type)

Signed:



Signature

Name:

Don Seo

Print

Title:

President

Print

Telephone No. 909-766-3200 Fax No. 909-907-0090 Email don.seo@amebuilders.net

NON-COLLUSION AFFIDAVIT

State of California)
) ss.
County of Los Angeles)

_____, being first duly sworn, deposes and says that he or she is _____ of _____, the party making the foregoing bid, that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.”

Signature of Bidder

Business Address

Place of Residence

Subscribed and sworn to before me this ___ day of _____, 20__.

Notary Public in and for the County
of
State of California.

My Commission Expires _____, 20__.

WORKERS' COMPENSATION INSURANCE
CERTIFICATE

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

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

DATE: _____

(Contractor)

By:

(Signature)

(Title)

Attest:

By:

(Signature)

(Title)