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A PROFESSIONAL CORPORATION  
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Raymond G. Alvarado,  
1936-2014

November 10, 2015

**HAND DELIVERED**

Dr. Robert Garcia, Mayor  
City of Long Beach  
333 W. Ocean Blvd.  
Long Beach, CA 90802

Councilmember Lena Gonzalez – 1<sup>st</sup> Dist.  
City of Long Beach  
333 W. Ocean Blvd.  
Long Beach, CA 90802

Councilmember Dr. Suja Lowenthal – 2<sup>nd</sup> Dist.  
City of Long Beach  
333 W. Ocean Blvd.  
Long Beach, CA 90802

Councilmember Suzie A. Price - 3<sup>rd</sup> Dist.  
City of Long Beach  
333 W. Ocean Blvd.  
Long Beach, CA 90802

Councilmember Daryl Supernaw – 4<sup>th</sup> Dist.  
City of Long Beach  
333 W. Ocean Blvd.  
Long Beach, CA 90802

Councilmember Stacy Mungo - 5<sup>th</sup> Dist.  
City of Long Beach  
333 W. Ocean Blvd.  
Long Beach, CA 90802

Councilmember Dee Andrews -6<sup>th</sup> Dist.  
City of Long Beach  
333 W. Ocean Blvd.  
Long Beach, CA 90802

Councilmember Roberto Uranga -7<sup>th</sup> Dist.  
City of Long Beach  
333 W. Ocean Blvd.  
Long Beach, CA 90802

Councilmember Al Austin - 8<sup>th</sup> Dist.  
City of Long Beach  
333 W. Ocean Blvd.  
Long Beach, CA 90802

Councilmember Rex Richardson - 9<sup>th</sup> Dist.  
City of Long Beach  
333 W. Ocean Blvd.  
Long Beach, CA 90802

Re: ***Agenda Item 15-1148 Re: City of Long Beach Old Court House Abatement And Demolition – Bid Protest By U.S. Demolition***

Dear Mayor and Councilmembers:

This office represents U.S. Demolition, Inc., the actual responsible and lowest bidder on the City's Old Court House Abatement and Demolition Project, as defined by Plans and Specifications No. R-7043 ("Project").

1. **The Project Is Governed By The Public Contract Code And Must Be Awarded To The Lowest Responsible Bidder**

The Project is a public works project, and is subject to the State Contract Act, otherwise known as the *Public Contract Code*.<sup>1</sup> *Public Contract Code* §§1100.7 and 1101. Applied here, the *Public Contract Code* requires the City to award the contract for the Project to the lowest responsible bidder, and California courts “have been vigilant in not excusing attempts by public entities to circumvent that requirement”. *Great West Contractors, Inc. v. Irvine Unified Sch. Dist.* (2010) 187 Cal. App. 4th 1425, 1448. Thus, even in a charter city, the interpretation of competitive bidding requirements is not to be given such a construction as to defeat the object of insuring economy and excluding favoritism and corruption. *City of Inglewood-L.A. Cnty. Civic Ctr. Auth. v. Superior Court* (1972) 7 Cal. 3d 861, 870. In short, the *Public Contract Code* and its requirement that public works contract be let to the lowest responsible bidder is applicable here and is unfortunately not being followed.

2. **USD Was The Lowest Bidder On The Project**

U.S. Demolition, Inc. (“USD”) submitted a timely, complete and responsive bid package for the Project prior to the October 23, 2015 bid opening. As noted in the City’s Bid Evaluation Matrix (Ex. “A”, Attachment 4), USD was the lowest bidder as identified by City staff. As defined in the Project bid package<sup>2</sup>, the lowest bidder was defined using the sum of the Base Bid plus all Bid alternates. USD was therefore the lowest responsible bidder and should have been awarded the contract for the Project.

3. **U.S. Demolition, Inc. Was Not Timely Notified Of Any Bid Issue; The City’s Staff Report Awarding The Contract To An Alternate Bidder Was Prepared Before The Determination Of Responsiveness Of USD’s Bid**

However, on October 29<sup>th</sup>, USD was notified that its bid had retroactively been deemed “non-responsive” by letter from the City. The claimed issue was identified as a failure to provide evidence of a bidder’s bond for the Project. This “issue” is belied by the contents of USD’s bid package which did include a bidder’s bond, and a verification letter from the bonding company sent to the City on October 29<sup>th</sup> reiterating that the submitted bidder’s bond was active and would be honored by the bonding company.

This timing of the City’s notification to USD as to the responsiveness of the bid is significant, as any bid protest was required to be submitted to the City within five business days from the bid opening. As a result, USD received notice of the rejection of its bid on October

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<sup>1</sup> The City of Long Beach’s status as a charter city, and its Municipal Code (§2.86.010(A)), exempt the City from a portion of the *Public Contract Code* that does not related to the lowest responsible bidder discussion included in this letter.

<sup>2</sup> Division J – CSI Technical Specifications, §010100, 1.1(D)(2).

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29<sup>th</sup>, and had one day to submit a bid protest letter. USD did submit a timely bid protest letter with numerous attachments on Friday, October 30<sup>th</sup>. The City responded on Monday, November 2<sup>nd</sup>, with a one-line letter finding that USD's bid protest "had no merit". The lack of detail or analysis undercuts any attempt by the City to support the proposed adoption of the agenda item tonight.

Moreover, the timing of the City's notice to USD is troubling as the agenda item on tonight's City Council agenda for the Project (15-1148) is "supported" by a staff report and recommendation to award the contract to Environmental Construction Group, Inc. that was reviewed on October 26<sup>th</sup>. Thus, the City somehow determined that USD's bid was being rejected three days before USD was ever informed of the issue. As demonstrated by the immediate response from USD's bonding company, the non-existent "issue" could have been immediately remedied and the Project could have been awarded to the actual lowest responsible bidder.

#### 4. USD's Bid Was Responsive

USD's bid was responsive for the Project. The sole issue identified by the City related to a notation on the bidder's bond that referenced the prior bid opening for the Project in September. The inserted notation described the project correctly, but included the prior contract number (R-7032) as a typographical error rather than R-7043. Notably, the bid bond was completed on the City's form, which did not require any identification of the Project. Additionally, USD and its surety executed the bidder's bond on October 13, 2015, meaning that it could only apply to the current Project, as the earlier version was bid in September. Further, USD's bidder's bond is the only bond with a specific bid number identified and included from the surety. In summation, the City was protected by the bidder's bond at all time, as further clarified in the surety's letter to the City on October 29<sup>th</sup>. **A typographical error on a preprinted form is not grounds to determine that a complex demolition bid is non-responsive.**

The mistake by the surety is a minor deviation that can and should be waived by the City. As the court noted in *Pacific-Murphy Cor. V. Durkee* (1956) 144 CA2nd 377, 383:

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

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<sup>3</sup> USD's Bid Protest Letter is attached hereto as Exhibit "A" and is incorporated herein by this reference as though fully set forth.

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The court in *Konica Business Machines U.S.A. v. Regents of University of California* (1988) 206 CA3d 449, 454, further stated:

“A basic rule of competitive bidding is that bids must conform to specifications, and that if a bid does not so conform, it may not be accepted. [Citations.] However, it is further well established that a bid which substantially conforms to a call for bids may, though it is not strictly responsive, be accepted if the variance cannot have affected the amount of the bid or given the bidder an advantage or benefit not allowed other bidders or, in other words, if the variance is inconsequential.”

There is a case directly on point to prove that USD’s bid was responsive, *Menefee v. County of Fresno* (1985) 163 Cal.App.3d 1175. In that case the issue was whether an unsigned bid was nonresponsive, even though the bid bond was signed. The county deemed the bid nonresponsive, but was overturned on appeal. The focus is whether any competitive advantage is gained by the irregularity, which can include the contractor being able to escape the contract related to the bid without recourse by the public entity. In *Menefee*, the failure to sign the bid was an inadvertent oversight. Thus, the bid was actually found to be responsive.

USD’s surety’s error would not have given it the opportunity to be released from its bid, and eliminates any unfair competitive advantage. In order for this deviation to have given USD an unfair competitive advantage, the mistake had to have made the bid materially different from that which it had intended. *Public Contract Code* §5103(c). This error by the surety did not affect the amount of the bid. Indeed, the surety clarified the typographical error, and like the low bidder in *Menafee*, USD should be awarded this contract.

For this reason alone, USD respectfully requests that the City Council either pull this agenda item for further analysis, or vote no should any public vote be held.

5. **ECG Cannot Qualify As A “Responsible” Contractor**

As a second and distinct ground, USD presented written evidence to the City of ECG’s lack of responsibility per *Public Contract Code* §1103 in its Bid Protest Letter (Exhibit “A”.) ECG was not a responsible bidder because as a company it could not meet the requirements to demonstrate a fitness to perform the work as required in the bid documents. USD’s Bid Protest letter included evidence of misstatements as to the role ECG performed on other public contracts and a myriad of other issues demonstrating that ECG did not meet multiple specifications required in the bid package for the Project. Pursuant to *Public Contract Code* § 1103, a responsible bidder “means a bidder who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity, and experience to satisfactorily perform the public works contract.” The award of the contract for the Project must go to a contractor who satisfies this section – USD has raised serious issues with ECG’s ability to do so.

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The materials submitted in the Bid Protest letter should have caused the City to explore ECG's fitness to meet the required specifications, and the trustworthiness of express representations made to the City, a public entity. Unfortunately, between the afternoon of Friday, October 30<sup>th</sup> and the morning of Monday, November 2<sup>nd</sup>, the City simply determined to ignore all of these issues and engage in a results-oriented exercise. This is troubling, particularly because this is the *second* time on this Project that ECG was benefitted from the original low bidder's bid being later deemed non-responsive.

For this reason alone, USD respectfully requests that the City Council either pull this agenda item for further analysis, or vote no should any public vote be held.

**6. The City Council Should Not Vote On Agenda Item 15-1148 Based Upon The Failings Identified In USD's Bid Protest**

Based upon the foregoing, USD respectfully requests that the City Council pull Agenda Item 15-1148 from any public vote as currently constituted. The City Council should direct City staff to deem USD's bid "responsive", and to have staff prepare an agenda item and accompanying staff report awarding the contract for the Project to USD at the next appropriate council meeting. USD stands ready and able to enter into the contract for the Project and to complete the scope of work consistent with the City's needs.

Please be aware that USD reserves all rights, remedies and claims, and should the contract for the Project be awarded to ECG, USD will immediately file a writ of mandate proceeding as contemplated in *Great West Contractors, Inc. v. Irvine Unified School District* (2010) 187 Cal.App.4<sup>th</sup> 1425 and seek to recover all damages, costs and attorney's fees from the City along with the imposition of a temporary restraining order to halt any progress on a contract award for the Project.

Very truly yours,

ALVARADO SMITH  
A Professional Corporation

  
Kevin A. Day

KAD:ck  
Enclosure

Cc: Charles Parkin, Esq. (City Attorney)  
Patrick H. West (City Manager)  
Maria de la Luz Garcia (City Clerk)

ATTACHMENT 2.



RECEIVED

4510 E. Eisenhower Circle, Anaheim, CA 92807  
PHONE: 714-695-9026 • FAX: 714-695-9024

2015 OCT 30 PM 3:45

PW-ENGINEERING

Recvd. by Michael Dixon  
October 30, 2015

*x Michael V. Dixon*

City of Long Beach  
City Engineer Office  
Department of Economic and Property Development  
333 West Ocean Blvd., 9th Floor  
Long Beach, CA 90802

Attn: Michael Conway, Director

RE: BID PROTEST  
R-7043 COURTHOUSE DEMOLITION BID SUBMITTALS  
LOWEST RESPONSIBLE/RESPONSIVE BIDDER U.S. DEMOLITION, INC.

Dear Director Conway:

This letter is intended to be:

- (1) A protest against any award of the referenced contract to any bidder other than U.S. Demolition, Inc.
- (2) A request under Gov. Code § 54954.1 for mailed notice of all meetings of the Economic Development Commission and/or City Council at which any issues pertaining to the award of that contract are on the agenda for the meeting. If there is any fee for this service, please telephone that information to us immediately, so we can promptly pay the fee.
- (3) A request to be informed (by telephone or fax) as soon as any staff reports or recommendations concerning any issues pertaining to the award of that contract are available to the public, so we can immediately inspect those reports or recommendations.
- (4) A request to address the Economic Development Commission and/or City Council before or during consideration of any issues pertaining to the award of that contract, which opportunity is guaranteed by Gov. Code § 54954.3(a).

If this letter is not sufficient to accomplish any of these five purposes, please let us know immediately what else is required, so we can comply. If we do not hear from you, we will proceed on the basis that this letter is sufficient.

GROUNDS FOR BID PROTEST

An award of the contract to any bidder besides U.S. Demolition, Inc. would violate the competitive bidding laws, standards and practices applicable to California public works contracts, for the following reasons:

1. U.S. DEMOLITION, INC., IS THE LOWEST RESPONSIBLE, RESPONSIVE BIDDER

U.S. DEMOLITION has been notified that its bid is non-responsive because there was a notation on the bid by the surety that stated:

PROJECT: CITY OF LONG BEACH OLD COURT HOUSE DEMOLITION (R-7032)

Project staff advised U.S. Demolition that the project number was wrong on the bid. The project number for the City of Long Beach Old Court House Demolition is R-7043, not R-7032. This is a typographical error. However, this typographical error must be put into context. Project, City of Long Beach Old Court House Demolition (R-7032) had a bid opening date of September 11, 2015. Thus, this bid bond could never have been for the R-7032 Project.

The mistake by the surety is minor deviation that can be waived by the City of Long Beach. As the court in *Judson Pacific-Murphy Cor. V. Durkee* (1956) 144 CA2nd 377, 383, noted:

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

The court in *Konica Business Machines U.S.A. v. Regents of University of California* (1988) 206 CA3d 449, 454, stated:

'A basic rule of competitive bidding is that bids must conform to specifications, and that if a bid does not so conform, it may not be accepted. [Citations.] However, it is further well established that a bid which substantially conforms to a call for bids may, though it is not strictly responsive, be accepted *if the variance cannot have affected the amount of the bid or given the bidder an advantage or benefit not allowed other bidders* or, in other words, if the variance is inconsequential. [Citations.]' [Italics in the original.]

In *Menafee v. County of Fresno* (1985) 163 CA 3<sup>rd</sup> 1175, 181, the court further expounded on inconsequential deviations warranting a waiver by the awarding authority. The court held that the deviation must give the bidder an unfair competitive advantage. U.S. DEMOLITION's surety's error would not have given U.S. DEMOLITION the opportunity to be released from its bid. In order for this deviation to have given U.S. DEMOLITION an unfair competitive advantage, the mistake had to have made the bid materially different from that which it had intended. [Public Contract Code §5103(c).] This error by the surety did not affect the amount of the bid. Indeed, our surety has clarified this mistake.<sup>1</sup> Like the low bidder in *Menafee*, U.S. DEMOLITION should be awarded this contract.

This issue is simply whether the City of Long Beach should waive the minor informality. It would be a disservice to the public for the City of Long Beach to award away from the lowest responsible, responsive bidder based upon such a minor and insignificant technicality, especially since the second bidder is a non-responsible bidder as discussed below.<sup>2</sup> Quite simply, U.S. DEMOLITION should be awarded this contract.

2. ENVIRONMENTAL CONSTRUCTION GROUP, INC. [ECG] IS A NON-RESPONSIBLE BIDDER

The City Charter for the City of Long Beach §1801 mandates that all contracts must be entered into with the lowest responsible bidder. Public Contract Code §1103 defines a "responsible bidder" as one "who has demonstrated the attributes of trustworthiness, as well as quality, fitness, capacity, and **experience to satisfactorily perform the public works contract.**" [Emphasis added.]

The bid documents set forth the experience threshold for this project at page CQE:

Within the last 10 years the bidder . . . shall have completed two (2) demolition projects of similar structures [i.e. The demolition of at least two (2) mid rise (at least 3 stories) concrete and/or steel frame structures, of not less than 150,000 sq. ft. with lead and asbestos containing materials. . . . [The bid] hard cost . . . of no less than \$4,000,000 or above with at least one (1) of the two (2) for a public agency with prevailing wage requirements.

ECG cannot meet the experience requirements set forth in the bid documents. ECG's bid list of qualified projects is not factual.<sup>3</sup> First, ECG listed Jordon High School Redevelopment, Phase I & II, stating that ECG was the prime contractor. This is a lie. ECG's own web site

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<sup>1</sup> See letter from U.S. DEMOLITION surety, Attachment A

<sup>2</sup> It is important to note that all the other bidders, except ECG, submitted bids in excess of \$114,000 more than that of U.S. DEMOLITION

<sup>3</sup> See Attachment 1.



states that ECG was a subcontractor to Swinerton Builders.<sup>4</sup> Further, Steve Cho project executive for Swinerton Builders as the design/build contractor for all phases has supplied the attached email.<sup>5</sup> Mr. Cho states that the total value of the work performed to date is about \$1.5 million. Moreover, unlike the representation made by ECG that they were a prime contractor on the Jordon High School Redevelopment project, on Phase I, ECG was a subcontractor to Penhall Company who was the prime contractor for demolition and abatement. For Phase II of the project ECG was contracted directly to Swinerton, however the project is not complete and is well under the 4M mark required by the qualification statement.

The Westfield Century City Mall project listed by ECG has a completion date of January 2013. ECG does not even show this project on its web site.<sup>6</sup>

Lastly, a complete review of the ECG web site shows that the highest hard cost was \$3,068,000.<sup>7</sup> More importantly, there is no evidence that ECG met the requirement for complete demolition of two- 3-story structures.

Responsibility is always a pass-fail test (*City of Inglewood-Los Angeles County Civic Center Auth. v. Superior Court* (1972) 7 C3d 861, 871. Here, the invitation to bid established the minimum level of experience necessary to satisfactorily perform the work for this project. ECG cannot meet those minimum requirements.

Further, ECG's falsification of its experience demonstrates a lack of trustworthiness, contrary to the mandate for responsibility set forth in Public Contract Code §1103. For these reasons, ECG is not responsible and should not be awarded the contract.

In addition to its failure to meet the minimum level of experience, ECG appears to be a non-responsible bidder by violating Public Contract Code §7106. Public Contract Code §7106 mandates that each bidder attest by affidavit under penalty of perjury 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, . . . or agreed with any bidder . . . to put in a sham bid . . . ; that the bidder has not in any manner, . . . sought by agreement . . . with any one to fix the bid price of the bidder or any other bidder . . .

Here, ECG listed Ferma Corporation as a subcontractor<sup>8</sup> and, yet, Ferma Corporation also bid this project as a prime contractor.<sup>9</sup> This conduct creates the appearance that ECG and Ferma

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<sup>4</sup> See Attachment 2, pages 1-2

<sup>5</sup> See Attachment 3, pages 1-3.

<sup>6</sup> See Attachment 4, pages 1-3

<sup>7</sup> See Attachments 4 and 6, pages 1-4.

Corporation colluded in the bids submitted such that the bid of ECG was lower than that of Ferma Corporation in order to guarantee the bid submitted for this project. In other words ECG and Ferma Corporation decided that this time ECG would get the job. This conclusion is substantiated by the fact that Ferma Corporation is the number 3 bid. Should ECG be found non-responsible, Ferma Corporation could pick up the award with a bonus of \$110,700 over the ECG bid.

3. ECG'S BID WAS NON-RESPONSIVE TO THE INVITATION TO BID

ECG's bid bond was signed by Clif Shirley who identifies himself as Vice President. The notary who attests to his signature merely states that signed the bid bond. There are no corporate resolutions supplied by ECG that prove that Clif Shirley has the authority to bind the corporation, as required by California corporations code section 313.

In *Menafee v. County of Fresno*, 163 CA3rd at 1180-1181, the California Court of Appeal determined that an irregularity cannot be waived if it gave the bidder an unfair competitive advantage such as the ability to withdraw its bid without forfeiture of its bid bond. Here, the ECG bid lacks a signature by someone authorized to bind ECG to the bid. To put it another way, the bid documents do not contain any information that proves that Clif Shirley has the authority to bind ECG, such as a corporate resolution. Since ECG can claim that it was not bound by the bid bond, then ECG can seek to be relieved of its bid without risk of forfeiture of the bid bond.

Thus, the failure by ECG to submit a valid bid bond renders its bid non-responsive to the invitation to bid.

4. ECG's bid was non-responsive to HUD requirements

ECG did not fulfill the requirements by listing a City of Long Beach HUD Section 3 Business for 10% of their bid. See attached RFI information that was asked by one of the contractor's specific to a Prime Contractor who is a LB HUD Section 3 Business<sup>10</sup>

In accordance with page 2 of the Section 3 Compliance Guidelines all Prime contractors are responsible for contracting with Section 3 businesses. There is NO exception to the policy for Section 3 prime contractors

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<sup>8</sup> See Attachment 7.

<sup>9</sup> See Attachment 8.

<sup>10</sup> See Attachment 9.

<sup>10</sup> See Attachments 4 and 6, pages 1-4.

City of Long Beach  
October 30, 2015  
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Thus the failure to comply with the HUD guidelines renders ECG's bid non-responsive to the invitation to bid.

#### Public Policies Involved

The competitive bidding process is deliberately made to be prophylactic. No proof of actual corruption or adverse effect upon the bidding process is required. Only a potential for abuse needs to appear. As *Domar Electric, Inc. v. City of Los Angeles* (1994) 9 C4th 161, 173-176, explains:

[T]he purposes of competitive bidding ... are 'to guard against favoritism, improvidence, extravagance, fraud and corruption; to prevent the waste of public funds; and to obtain the best economic result for the public' [citations] and to stimulate advantageous market place competition [citation].

\* \* \*

[T]he general rule [is] that bidding requirements must be strictly adhered to in order to avoid the **potential for abuse** in the competitive bidding process. (*Konica Business Machines U.S.A. v. Regents of University of California* (1988) 206 CA3d 449, 456, 253 CR 591 [strict adherence with bidding requirements is applied "[even where] it is certain there was in fact **no corruption or adverse effect upon the bidding process, and even where deviations would save the [public] entity money**".] [emphasis added])

See also Pub. Cont. Code § 100 and *Miller v. McKinnon* (1942) 20 C2d 83, 88, 124 P2d 34, where a taxpayer was permitted to challenge the award of a public works contract that appeared to violate the competitive bidding requirements, and the court noted:

The competitive bidding requirement is founded upon a salutary public policy declared by the legislature to protect the taxpayers from fraud, corruption, and carelessness on the part of public officials and the waste and dissipation of public funds.

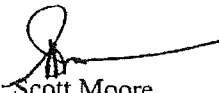
#### The Option to Reject All Bids

Your attorney may inform you that you have the right to reject all bids and to readvertise this project again at a later date. That step should only be taken when cogent and compelling reasons force you into it. As was explained over 60 years ago, in *Massman Construction Co. v. U.S.* (1945) 102 Ct.Cl. 699, 718, 60 F.Supp. 635, *cert. den.* 325 U.S. 866, 89 L.Ed 1985, 65 S.Ct 1403: "To have a set of bids discarded after they are opened and each bidder has learned

City of Long Beach  
October 30, 2015  
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his competitor's price is a serious matter, and it should not be permitted except for cogent reasons."

If you need any further information, please contact me.



Scott Moore  
President  
U.S. Demolition Inc.  
[scott@usdemolition.com](mailto:scott@usdemolition.com)  
714-695-9026

Very truly yours,

Encl.

Cc: City Council for the City of Long Beach  
Mayor Robert Garcia  
Councilmember Lena Gonzalez  
Councilmember Suja Lowenthal  
Councilmember Suzie Price  
Councilmember Daryl Supernaw  
Councilmember Stacy Mungo  
Councilmember Dee Andrews  
Councilmember Roberto Uranga  
Councilmember Al Austin  
Councilmember Rex Richardson

City of Long Beach Economic Development Commission  
Frank Colonna, Chair  
Becky Blair, Vice Chair  
Kristi Allen, Commissioner  
Blair Cohn, Commissioner  
Randal Hernandez, Commissioner  
Ralph Holguin, Commissioner  
Walter Larkins, Commissioner  
Michelle Molina, Commissioner  
Robert Olvera, Jr., Commissioner

City of Long Beach  
October 30, 2015  
Page No. 8

Cyrus Parker-Jeannette, Commissioner  
Paul Romero, Commissioner

## CULBERTSON INSURANCE SERVICES, INC.

5500 E. SANTA ANA CANYON ROAD, SUITE 201 ANAHEIM, CA 92807-3103 PHONE 714/921-0530 FAX 714/921-2096  
EMAIL: bonds@culbertsonbonding.com

October 29, 2015

City of Long Beach  
333 W. Ocean Blvd., Plaza Level  
Long Beach, CA 90802

**RE: City of Long Beach Old Court House Abatement and Demolition Project**

To Whom It May Concern:

We issued a Bid Bond #0873982 to the City of Long Beach for the City of Long Beach Old Court House Abatement and Demolition Project which originally bid on 09/09/2015. The job re-bid on 10/23/2015 with some changes and our intent with both bid bonds was to provide the Faithful Performance and Labor and Material Bonds required, per said bond forms, should US Demolition, Inc. be awarded the contract.

All bid bonds are valid for a period of 60 days following the date of the bid.

If you have any questions, please feel free to call. Thank you for your consideration.

Sincerely,



Charles L. Flake

Attorney-In-Fact

Fidelity and Deposit Company of Maryland

ATTACHMENT 1

CONTRACTOR BOND SPECIALISTS

# CALIFORNIA ALL-PURPOSE 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.

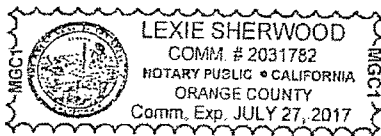
STATE OF CALIFORNIA

County of Orange }

On 10/29/15 before me, Lexie Sherwood, Notary Public,  
Date Insert Name of Notary exactly as it appears on the official seal

personally appeared Charles L. Flake

Name(s) of Signer(s)



Place Notary Seal Above

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

Lexie Sherwood  
Signature of Notary Public Lexie Sherwood

## OPTIONAL

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

### Description of Attached Document

Title or Type of Document: LETTER

Document Date: OCTOBER 29, 2015

Number of Pages: ONE (1)

Signer(s) Other Than Named Above: \_\_\_\_\_

### Capacity(ies) Claimed by Signer(s)

Signer's Name: CHARLES L. FLAKE

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

**RIGHT THUMBPRINT  
OF SIGNER**

Top of thumb here

Signer is Representing:  
FIDELITY AND DEPOSIT  
COMPANY OF MARYLAND

Signer's Name: \_\_\_\_\_

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

**RIGHT THUMBPRINT  
OF SIGNER**

Top of thumb here

Signer is Representing:  
\_\_\_\_\_  
\_\_\_\_\_

ATTACHMENT 1

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

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Maryland, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Maryland (herein collectively called the "Companies"), by THOMAS O. MCCLELLAN, Vice President, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint Richard A. COON, Charles L. FLAKE, David L. CULBERTSON, Lexie SHERWOOD and Spencer FLAKE, all of Anaheim, California, EACH its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: any and all bonds and undertakings, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

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

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 4th day of September, A.D. 2015.

ATTEST:

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



By: Eric D. Barnes  
Secretary  
Eric D. Barnes

Thomas O. McClellan  
Vice President  
Thomas O. McClellan

State of Maryland  
County of Baltimore

On this 4th day of September, A.D. 2015, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, THOMAS O. MCCLELLAN, Vice President, and ERIC D. BARNES, Secretary, of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposeth and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

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

Maria D. Adamski

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





**CONTRACTOR'S QUALIFICATIONS AND EXPERIENCE STATEMENT  
FOR  
City of Long Beach Old Court House Abatement and Demolition  
IN THE CITY OF LONG BEACH, CALIFORNIA**

Duplicate pages as required.

	Project Title			Jordan High School Redevelopment Phase I & II		
	Location		2265 E. 103rd Street Los Angeles, CA 90002	Date Completed	August 2015	
	Owner's Name, Telephone/email & Contact Name			Los Angeles Unified School District 333 S. Beaudry Avenue, 23rd Floor Los Angeles, CA 90017 Peter Ruiz Ph: 310-678-1600		
	Description of Project / Type of Work			Demolition & Hazardous Material Abatement		
	Add'l Relevant Information (Circle Yes or No and/or which is applicable)			Demolition <input checked="" type="radio"/> Yes / <input type="radio"/> No	At least 150,000 sq. ft. <input checked="" type="radio"/> Yes / <input type="radio"/> No	Hazmat Required <input checked="" type="radio"/> Yes / <input type="radio"/> No
				Public Agency <input checked="" type="radio"/> Yes / <input type="radio"/> No	Mid Rise <input checked="" type="radio"/> Yes / <input type="radio"/> No	Prevailing Wage <input checked="" type="radio"/> Yes / <input type="radio"/> No
	Your Role In Project			<input checked="" type="radio"/> Prime Contractor		
	Contract Amount		Prime Contractor % of Project	Subcontractor % of Project	Did you have any financial interest in this project?	
\$ 4,700,000		95 %	5 %	Yes <input type="radio"/> No <input checked="" type="radio"/>		

	Project Title			Westfield Century City Mall		
	Location		1930 Century Park West Los Angeles, CA 90067	Date Completed	January 2013	
	Owner's Name, Telephone/email & Contact Name			Westfield Century City Mall LLC 11601 Wilshire Blvd., 11th Floor Los Angeles, CA 90045 Trevor Turner Ph: 310265-3170		
	Description of Project / Type of Work			Demolition of six story structures / two levels subterranean parking. Asbestos & Hazmat and gut interior.		
	Add'l Relevant Information (Circle Yes or No and/or which is applicable)			Demolition <input checked="" type="radio"/> Yes / <input type="radio"/> No	At least 150,000 sq. ft. <input checked="" type="radio"/> Yes / <input type="radio"/> No	Hazmat Required <input checked="" type="radio"/> Yes / <input type="radio"/> No
				Public Agency Yes <input checked="" type="radio"/> No <input type="radio"/>	Mid Rise <input checked="" type="radio"/> Yes / <input type="radio"/> No	Prevailing Wage Yes <input type="radio"/> No <input checked="" type="radio"/>
	Your Role In Project			<input checked="" type="radio"/> Prime Contractor		
	Contract Amount		Prime Contractor % of Project	Subcontractor % of Project	Did you have any financial interest in this project?	
\$ 4,831,000		84 %	16 %	Yes <input type="radio"/> No <input checked="" type="radio"/>		

CQE-3

R-7043



HOME ABOUT SERVICES SAFETY PROJECTS CONTACT LATEST NEWS

## Education

### CSU Long Beach - Los Cerritos Dorm Rooms & Hillside Dining



**Location** Long Beach, CA

**Scope of Work** ECG performed abatement and demolition in preparation for complete renovations of the Los Cerritos Dorms and Hillside Dining Halls. ECG protected & relocated furniture from all floors, abated asbestos, lead & hazardous materials, and completed interior & exterior demolition.

**Customer** BN Builders

**Completion Date** July 2014

**Value** \$430,000

### Los Angeles City College - Clausen Hall

**Location** Los Angeles, CA

**Scope of Work** ECG performed skim coat asbestos abatement from the exterior pre-cast panels at Clausen Hall. Full containments were built utilizing scaffolding to protect students, and faculty during abatement.

**Customer** DCK / Summit Builders

**Completion Date** May 2014

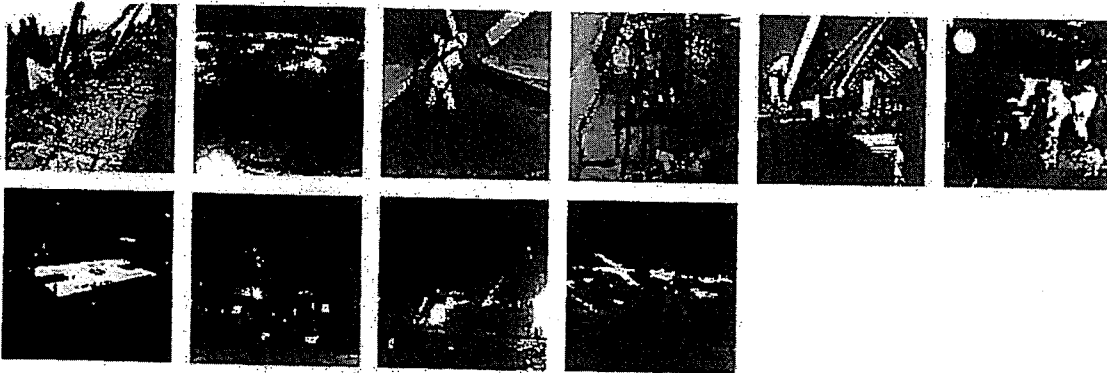
**Value** \$60,590

### Jordan High School Redevelopment



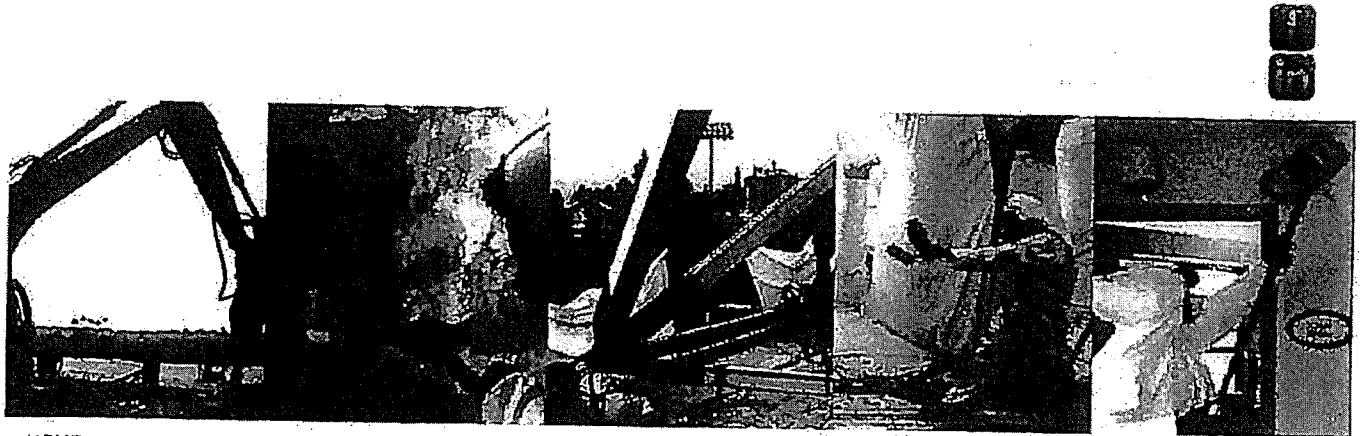
**Location** Los Angeles, CA  
**Scope of Work** Asbestos, Lead, Hazardous Materials Abatement, and Demolition of multiple classrooms, locker rooms, gymnasium, and administration buildings.  
**Customer** Swinerton Builders  
**Completion Date** January 2014  
**Value** \$975,000

**UCLA Pauley Pavilion Renovation & Expansion**



**Location** Los Angeles, CA  
**Scope of Work** Asbestos, Lead, Hazardous Materials Abatement and Demolition at UCLA Pauley Pavilion Arena. Interior levels including gym floor, mechanical rooms, tunnel chases, seating areas and upper truss ceiling. Exterior siding, lower and upper roofs.  
**Customer** PCL Construction Services  
**Completion Date** June 2012  
**Value** \$3,068,000

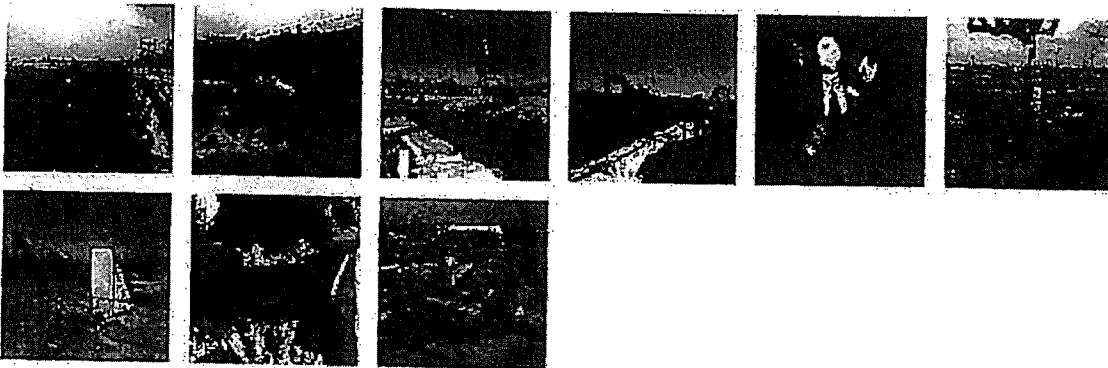
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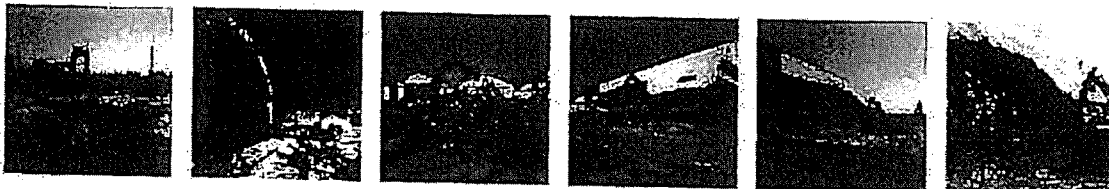
## Commercial & Industrial

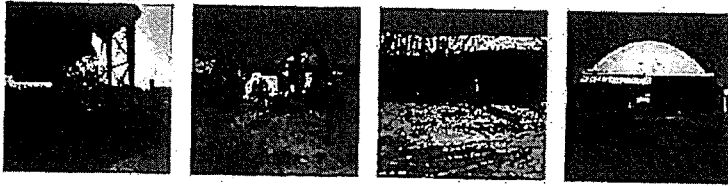
### Dynegy South Bay Power Plant



<b>Location</b>	San Diego, CA
<b>Scope of Work</b>	ECG is contracted to remove and dispose 1,500 LF of transite pipeline, 3,000 LF of ACM coated oil pipeline. In addition, ECG is assisting SIS with contaminated water remediation, and contaminated soil remediation.
<b>Customer</b>	Specialized Industrial Services, Inc.
<b>Completion Date</b>	November 2014
<b>Value</b>	\$1,050,000

### North Vineyard Grade Separation





**Location** Ontario, CA

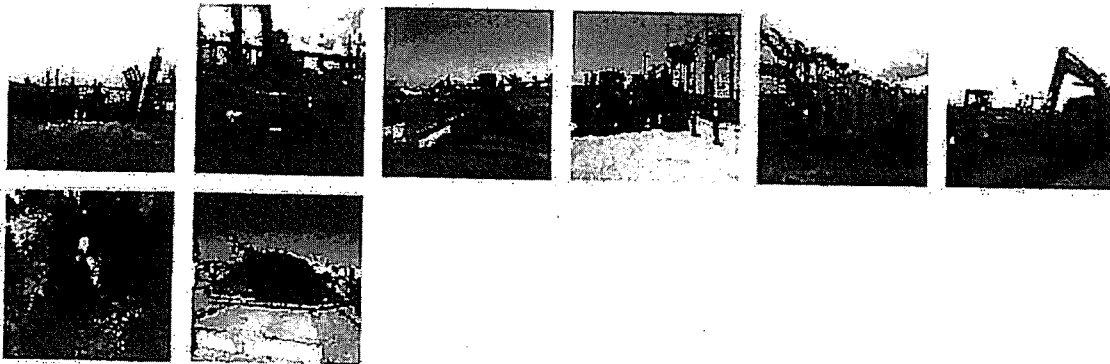
**Scope of Work** ECG was contracted by Ortiz Enterprises to perform complete asbestos, lead & hazardous materials abatement, and demolition of six (6) hangars and maintenance shops along the north end of the Ontario Airport. ECG's work is part of the overall grade separation project for the City of Ontario.

**Customer** Ortiz Enterprises

**Completion Date** April 2014

**Value** \$720,000

**Port of Los Angeles Berths 144-145 Backlands Improvements**



**Location** Wilmington, CA

**Scope of Work** Excavation, Removal, and Disposal of Creosote Impacted Soil, RCRA Hazardous Waste, and Light Non-Aqueous Phase Liquid (LNAPL) Contaminated Soil. Remediation and Disposal of Asbestos Transite Pipelines, and Lead Contaminated Handrails, Bollards and Fencing.

**Customer** Sukut Construction

**Completion Date** November 2013

**Value** \$1,300,000

**Port of Los Angeles Berth 100 South Wharf Extension and Backlands Development**



**Location** San Pedro, CA

**Scope of Work** Asbestos, Lead, Hazardous Materials Abatement and Demolition of former Catalina Express building. Excavation and Disposal of transite pipelines and storm water pipelines ranging from 4" - 16". Testing, Excavation, and Removal of chemically impacted contaminated soil.

Customer	Reyes Construction
Completion Date	December 2013
Value	\$1,300,000

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**From:** Steve J. Cho [mailto:SCho@swinerton.com]  
**Sent:** Friday, October 30, 2015 12:04 PM  
**To:** Scott Moore  
**Cc:** Lia Takvostian  
**Subject:** Re: Jordan H5 phase 1 and 2

Hi Scott,

To confirm our conversation, ECG performed the demo/abatement at Jordan H5 for Phase 1 as a subcontractor to Penhall and Swinerton Builders. For Phase 2, ECG was a direct subcontractor to Swinerton Builders. Verbally, I told you their contract amount for both Phase 1 and 2 was about \$1.5M. It's actually around \$1.9M. They are currently still on-site performing change order work, so their contract will be revised for Phase 2.

Thank you,  
Steve Cho  
Project Executive  
Swinerton Builders  
Sent from my iPhone

ATTACHMENT 5



- HOME
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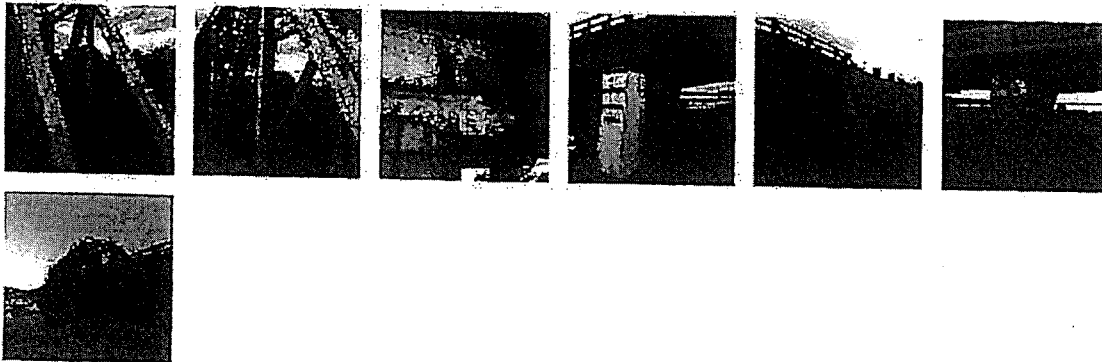
## Government

### Metropolitan Water District Inland Feeder and Lakeview Pipeline Intertie



<b>Location</b>	Perris, CA
<b>Scope of Work</b>	ECG is contracted to remove, and dispose of asbestos containing flanges, gaskets, and pipe coatings from 133" diameter pipelines, air release/vacuum valves, and associated equipment to make way for the replacement of new pipelines.
<b>Customer</b>	J.F. Shea Construction
<b>Completion Date</b>	August 2014
<b>Value</b>	\$165,000

### Santa Margarita River Bridge Replacement





**Location** Camp Pendleton, San Diego, CA

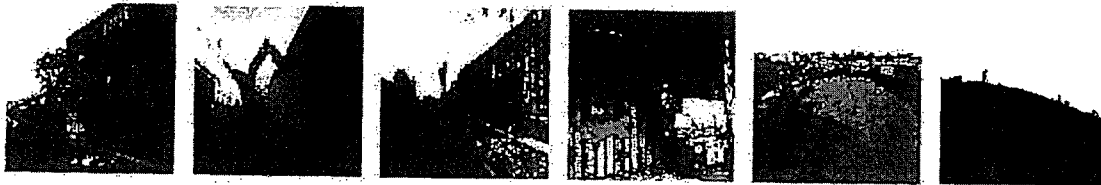
**Scope of Work** ECG was contracted to perform lead paint stabilization and encapsulation from the former Santa Margarita River Bridge prior to demolition. ECG worked off lifts to reach high bay areas, and portions over water. The bridge abatement & demolition is part of a larger replacement project Flatiron Construction is performing for SANDAG.

**Customer** Penhall Company

**Completion Date** February 2014

**Value** \$130,000

**Metro Gold Line Foothill Extension**



**Location** Pasadena, Arcadia, Monrovia, Azusa

**Scope of Work** Asbestos, Lead, Hazardous Materials Abatement and Demolition of residential structures, commercial buildings, bridges and railways to make way for the new Metro Gold Line.

**Customer** Kroner Environmental

**Completion Date** 2014

**Value** \$1,000,000 +

**NASA Jet Propulsion Laboratory Buildings 138-238**



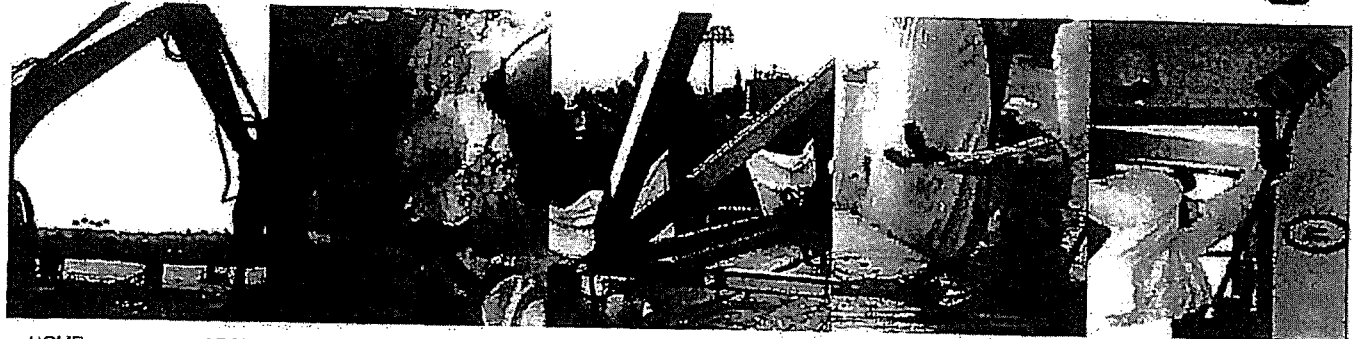
**Location** Pasadena, CA

**Scope of Work** Contaminated Debris Removal, Demolition and Site Preparation for Energy Efficient Light Retrofitting

**Customer** Clark Construction / Clark Energy Group

**Completion Date** November 2013

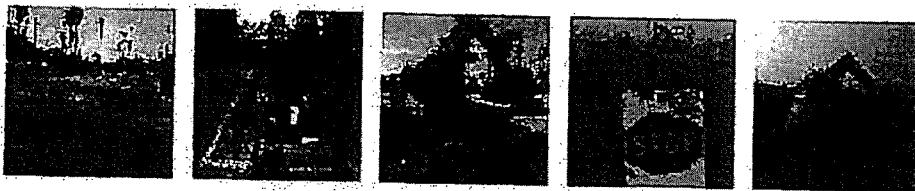
**Value** \$300,000



HOME ABOUT SERVICES SAFETY PROJECTS CONTACT LATEST NEWS

## Port & Airports

### Berths 142-147 Intermodal Container Transfer Facility



**Location** Wilmington, CA

**Scope of Work** ECG is contracted to perform asbestos, lead & universal waste abatement, and demolition of the Locomotive Shop, Maintenance Sheds, Administration, Filter, Roundhouse, and Service buildings. We are also assisting with the transportation and disposal of railroad tie timbers, TPH impacted railroad ballast, non-hazardous soil, and VOC-impacted soil.

**Customer** Shimmick Construction Company, Inc.

**Completion Date** June 2014

**Value** \$207,100

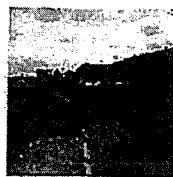
### LAX Delta Terminal 5 Renovation & Expansion





**Location** Los Angeles, CA  
**Scope of Work** Asbestos, Lead, Hazardous Materials Abatement, and Interior Demolition from the East & West Ticketing Areas and Baggage Claim Halls at Delta Terminal 5.  
**Customer** Swinerton Builders  
**Completion Date** Ongoing  
**Value** \$2,100,000

**LAX Tom Bradley International Terminal Expansion**



**Location** Los Angeles, CA  
**Scope of Work** Asbestos, Lead, Mold and Contaminated Soil Remediation from the TBIT West Busing Terminal, TPAR, and associated airfield areas.  
**Customer** Griffith Company  
**Completion Date** September 2011  
**Value** \$1,730,000

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**LIST OF SUBCONTRACTORS**

In accordance with the requirements provided in the "Subletting and Subcontracting Fair Practices Act" Division 2 Part 1, Chapter 4 of the California Public Contract Code, the Bidder shall set forth hereon the name, the location of the place of business, and the California contractor license number 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, or a subcontractor licensed by the State of California who, under subcontract to the prime contractor, specially fabricates and installs a portion of the work or improvement according to detailed drawings contained in the plans and specifications, in an amount in excess of one-half of 1 percent of the prime contractor's total bid or, in the case of bids or offers for the construction of streets or highways, including bridges, in excess of one-half of 1 percent of the prime contractor's total bid or ten thousand dollars (\$10,000), whichever is greater. The prime contractor shall set forth thereon the portion of the work (type and dollar value) that will be done by each subcontractor. The prime contractor shall list only one subcontractor for each portion as defined by the prime contractor in his or her bid. Information requested, other than the subcontractor's name, location of business, contractor license number and the portion of work that will be done by each subcontractor may be submitted by the prime contractor within 24 hours after the deadline for submission of bids.

Name	<u>Ace Fence Company</u>	Type of Work	<u>Installation of Fencing &amp; Gates</u>
Address	<u>727 Glendora Avenue</u>		
City	<u>La Puente, CA 91744</u>	Dollar Value of Subcontract	<u>\$ 45,600.00</u>
Phone No.	<u>626-333-0727</u>		
License No.	<u>996577</u>		

Name	<u>Unlimited Environmental Inc.</u>	Type of Work	<u>Environmental and Interior Demolition</u>
Address	<u>1390 32nd Street</u>		
City	<u>Signal Hill, CA 90755</u>	Dollar Value of Subcontract	<u>\$ 1,000,000.00</u>
Phone No.	<u>562-981-6600</u>		
License No.	<u>668511</u>		

Name	<u>Ferma Corporation</u>	Type of Work	<u>Demolition</u>
Address	<u>1265 Montecito Ave., Suite 200</u>		
City	<u>Mountain View, CA 94043</u>	Dollar Value of Subcontract	<u>\$ 1,897,000.00</u>
Phone No.	<u>650-961-2742</u>		
License No.	<u>236337</u>		

Name	_____	Type of Work	_____
Address	_____		
City	_____	Dollar Value of Subcontract	<u>\$</u> _____
Phone No.	_____		
License No.	_____		

Name	_____	Type of Work	_____
Address	_____		
City	_____	Dollar Value of Subcontract	<u>\$</u> _____
Phone No.	_____		
License No.	_____		

BIDDER'S NAME: FERMA CORPORATION

**BID TO THE CITY OF LONG BEACH**  
**City of Long Beach Old Court House Abatement and Demolition**

In accordance with the Notice Inviting Bids for this Work in the City of Long Beach, California, to be opened on Friday October 23, 2015, at 11:30 a.m., we offer to furnish all necessary labor, tools, materials, appliances and equipment for and perform all Work mentioned in the Notice Inviting Bids, in full compliance with Plans & Specifications No. R-7043 at the prices listed below.

We certify that we have examined the site and that the Bid is complete. By signing the Bid, we certify that the Contractor will not submit a claim based on failure to examine the site thoroughly.

The basis for determination of the low Bid is the sum of Base + AB1 + AB2 + AB3 + AB4.

**BASE BID**

ITEM #	ITEM DESCRIPTION	QUANTITY	UNIT	ITEM TOTAL (IN FIGURES)
1	Set up site, abatement of all hazardous material including but not limited to asbestos, lead, hydraulic fluid according to the hazmat reports and specifications. Only related interior soft demolition related to abatement.	1	LS	\$4,597,700.00

**ADDITIVE BID ITEM AB-1**

AB-1	Demolition of the entire building superstructure including roof, interior / exterior walls & windows, decking, slab, foundations, cutting back the basement on all 4 sides on a 1:1 (45 degree angle) to avoid shoring, footings per plans and specifications. Exterior / Skin related Abatement.	1	LS	\$1,200,000.00
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SECTION 010150 - BID PHASE INTERPRETATION OF THE DOCUMENTS

REQUEST FOR INTERPRETATION OF CONTRACT DOCUMENTS

TO: City of Long Beach - C/O Totum Corp  
ATTN: Danny Kaye

(email danny@totumconsulting.com)

DATE: 09/02/2015 TIME: 2:00 PM

COMPANY: National Demolition Contractors

CONTACT PERSON: Russ Taylor

ADDRESS: 1536 W. 25th Street #248, San Pedro, CA 90732

TELEPHONE: (310) 732-1991 FAX: (310) 832-4989

PLAN SHEET: SPECIFICATION SECTION:

INTERPRETATION REQUESTED:

If our company is identified as a HUD Section 3  
business, does the 10% HUD Section 3 business subcontracting  
requirement for this project apply or would we meet it  
as a HUD Section 3 prime contractor?

REPLY:

See Addendum 8

APPROVED

By Danny Kaye at 11:31 am, Sep 03, 2015

TO E: joe@nationaldemolition.com

END OF SECTION

010150 - 2

R-7032

ATTACHMENT 9



# CITY OF LONG BEACH

DEPARTMENT OF ECONOMIC AND PROPERTY DEVELOPMENT

333 West Ocean Boulevard | Long Beach, CA 90802 (562) 570-6099 | FAX (562) 570-6380

## ADDENDUM NO. 8

OF R-7032

City of Long Beach Old Court House Demolition  
IN THE CITY OF LONG BEACH, CALIFORNIA

### NOTICE TO HOLDERS OF PLANS AND SPECIFICATIONS

The following changes, corrections, revisions and clarifications are issued by and constitute this Addendum No. 8.

#### GENERAL

- 1) See revised Bid Form. Addendum #8 on the Addendum checklist has been added.
- 2) The City shall provide all monitoring and testing services. Contractor shall not be responsible for monitoring or testing. City shall assign their on call monitoring firms accordingly
- 3) See attached RFI's and their response
- 4) "All fireproofing in the entire building should be considered to be asbestos containing, section in question is NOT a type error. The access hatch to an area was blocked by a bolted in ladder so I could not enter the space. I reached into a 7inch opening and grabbed what I could off a wall and that sample was none detected for asbestos. One negative sample result can not represent this area to be non asbestos."
- 5) In accordance with page 2 of the Section 3 Compliance Guidelines all Prime contractors are responsible for contracting with Section 3 businesses. There is no exception to the is policy for Section 3 prime contractors. As a reference: "Notwithstanding anything contained in federal law, the Contractor (throughout this checklist, reference to "Contractor" shall mean prime contractor and shall include "Developer" as applicable) and its subcontractors shall comply with Section 3 hiring requirements (24 CFR Part 135) and shall:

Contract with Section 3 businesses for a minimum of ten percent (10%) of the total dollar amount of all building trades work at the subject project site."

These requirements have been attached to this email and can be found on our website at: <http://www.longbeach.gov/finance/business-info/compliance/hud-section-3-program/>

### REQUESTS FOR INFORMATION

The following RFI have been submitted during the Bid Period:

RFI #1: Is all fire proofing ACM?

Response: Yes

RFI #2: Has asbestos abatement been performed previously in the building? If so, are there any drawings that show what and where has been abated

Response: Yes asbestos has been abated from areas, there are no drawings of these areas, showing abatement locations. **Contractor should bid the job as a full scrap on all floors.** If we find when ceilings are gone and we can get a clear view of abated areas, a credit would thus be due. Abatement was performed for seismic retrofit earthquake code compliance at a prior date.

These changes constitute Addendum No. 8. Bidders are reminded to initial the appropriate portion of the bid to acknowledge receipt of Addendum No. 8.





ATTACHMENT 5

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Contractor directs the City's attention to Continuous Bidder's Bond (CBB) # \_\_\_\_\_ CC-LM-C, on file in the office of the City Clerk of the City of Long Beach. If a CBB is not on file, please accept the bidder's bond listed below:

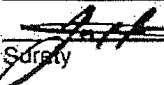
**CITY OF LONG BEACH BIDDER'S BOND**

KNOW ALL THOSE BY THESE PRESENTS: That we, Environmental Construction Group, Inc., as Principal, and International Fidelity Insurance Company, a corporation, organized and existing under and by virtue of the laws of the State of New Jersey, with its principal place of business in the City of Newark, State of New Jersey, with a paid up capital of not less than Two Hundred Fifty Thousand Dollars (\$250,000.00), incorporated, as aforesaid, for the purpose of making, guaranteeing or becoming a surety upon bonds and undertakings required or authorized by law, and having heretofore complied with all of the requirements of the law of the State of California regulating the formation or admission of such corporation to transact business in this State, as Surety, are held firmly bound unto the City of Long Beach, a municipal corporation, organized under the laws of the State of California, and situated in the County of Los Angeles, in the sum of Ten Percent of the Total Amount Bid Dollars (\$10% of Total Amount Bid) lawful money of the United States of America, for the payment whereof the Principal and sureties bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

The condition of the above obligation is such that:

If the bid of said Principal shall be accepted by the City of Long Beach and the contract for delivery of goods, materials, equipment or supplies, or for the furnishings of services, materials, supplies, labor and performing work, all as specified in the Specifications, notice inviting bids, and bid is awarded to the Principal, and if Principal shall execute and submit all contract documents and insurance within fifteen (15) calendar days after delivery of them to Principal, and if Principal shall, in connection with said contract, furnish and deliver to the City of Long Beach a good and sufficient faithful performance bond, if required in the notice inviting bids, and a good and sufficient labor and material (payment) bond, if required in the notice inviting bids, with Surety or Sureties, then this obligation shall be void; otherwise it shall remain in full force and effect.

Environmental Construction Group, Inc.  
  
Principal                      Cliff Shirley, Vice President

International Fidelity Insurance Company  
  
Surety                      Jase Hamilton, Attorney-in-Fact

The bond shall be signed by both parties and all signatures shall be notarized

**USE OF A NON-CITY OF LONG BEACH BID BOND MAY BE CAUSE FOR REJECTION**

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BID BOND #JDML-89

Contractor directs the City's attention to Continuous Bidder's Bond (CBB) # \_\_\_\_\_ CC-LM-C, on file in the office of the City Clerk of the City of Long Beach. If a CBB is not on file, please accept the bidder's bond listed below:

CITY OF LONG BEACH BIDDER'S BOND

KNOW ALL THOSE BY THESE PRESENTS: That we, JDML, INC. DBA: STANDARD INDUSTRIES, as Principal, and MERCHANTS BONDING COMPANY, a corporation, organized and existing under and by virtue of the laws of the State of IOWA, with its principal place of business in the City of DES MOINES, State of IOWA, with a paid up capital of not less than Two Hundred Fifty Thousand Dollars (\$250,000.00), incorporated, as aforesaid, for the purpose of making, guaranteeing or becoming a surety upon bonds and undertakings required or authorized by law, and having heretofore complied with all of the requirements of the law of the State of California regulating the formation or admission of such corporation to transact business in this State, as Surety, are held firmly bound unto the City of Long Beach, a municipal corporation, organized under the laws of the State of California, and situated in the County of Los Angeles, in the sum of TEN PERCENT (10%) OF THE AMOUNT BID Dollars (\$ 10% ) lawful money of the United States of America, for the payment whereof the Principal and sureties bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

The condition of the above obligation is such that.

If the bid of said Principal shall be accepted by the City of Long Beach and the contract for delivery of goods, materials, equipment or supplies, or for the furnishings of services, materials, supplies, labor and performing work, all as specified in the Specifications, notice inviting bids, and bid is awarded to the Principal, and if Principal shall execute and submit all contract documents and insurance within fifteen (15) calendar days after delivery of them to Principal, and if Principal shall, in connection with said contract, furnish and deliver to the City of Long Beach a good and sufficient faithful performance bond, if required in the notice inviting bids, and a good and sufficient labor and material (payment) bond, if required in the notice inviting bids, with Surety or Sureties, then this obligation shall be void; otherwise it shall remain in full force and effect.

JDML, INC. DBA: STANDARD INDUSTRIES  
[Signature]  
Principal  
MERCHANTS BONDING COMPANY  
[Signature]  
Surety SANDRA R. BLACK  
ATTORNEY-IN-FACT

The bond shall be signed by both parties and all signatures shall be notarized

USE OF A NON-CITY OF LONG BEACH BID BOND MAY BE CAUSE FOR REJECTION

318

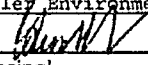
Contractor directs the City's attention to Continuous Bidder's Bond (CBB) # \_\_\_\_\_ CC-LM-C, on file in the office of the City Clerk of the City of Long Beach. If a CBB is not on file, please accept the bidder's bond listed below:

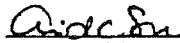
**CITY OF LONG BEACH BIDDER'S BOND**

KNOW ALL THOSE BY THESE PRESENTS: That we, Miller Environmental, Inc., as Principal, and Berkley Insurance Company, a corporation, organized and existing under and by virtue of the laws of the State of Delaware, with its principal place of business in the City of Greenwich, State of Connecticut, with a paid up capital of not less than Two Hundred Fifty Thousand Dollars (\$250,000.00), incorporated, as aforesaid, for the purpose of making, guaranteeing or becoming a surety upon bonds and undertakings required or authorized by law, and having heretofore complied with all of the requirements of the law of the State of California regulating the formation or admission of such corporation to transact business in this State, as Surety, are held firmly bound unto the City of Long Beach, a municipal corporation, organized under the laws of the State of California, and situated in the County of Los Angeles, in the sum of Ten Percent of Bid Dollars (\$10% of bid) lawful money of the United States of America, for the payment whereof the Principal and sureties bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

The condition of the above obligation is such that:

If the bid of said Principal shall be accepted by the City of Long Beach and the contract for delivery of goods, materials, equipment or supplies, or for the furnishings of services, materials, supplies, labor and performing work, all as specified in the Specifications, notice inviting bids, and bid is awarded to the Principal, and if Principal shall execute and submit all contract documents and insurance within fifteen (15) calendar days after delivery of them to Principal, and if Principal shall, in connection with said contract, furnish and deliver to the City of Long Beach a good and sufficient faithful performance bond, if required in the notice inviting bids, and a good and sufficient labor and material (payment) bond, if required in the notice inviting bids, with Surety or Sureties, then this obligation shall be void; otherwise it shall remain in full force and effect.

Miller Environmental, Inc.  
  
Principal

Berkley Insurance Company  
  
Surety Aidan Smock, Attorney-in-Fact

The bond shall be signed by both parties and all signatures shall be notarized

**USE OF A NON-CITY OF LONG BEACH BID BOND MAY BE CAUSE FOR REJECTION**

4109

Contractor directs the City's attention to Continuous Bidder's Bond (CBB) # \_\_\_\_\_ CC-LM-C, on file in the office of the City Clerk of the City of Long Beach. If a CBB is not on file, please accept the bidder's bond listed below: Bond No. AMPCO-49

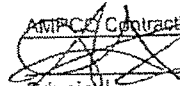
**CITY OF LONG BEACH BIDDER'S BOND**

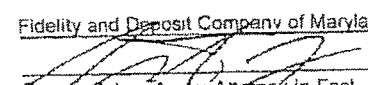
KNOW ALL THOSE BY THESE PRESENTS: That we, AMPCO Contracting, Inc., as Principal, and Fidelity and Deposit Company of Maryland, a corporation, organized and existing under and by virtue of the laws of the State of Maryland, with its principal place of business in the City of Schaumburg, State of Illinois, with a paid up capital of not less than Two Hundred Fifty Thousand Dollars (\$250,000.00), incorporated, as aforesaid, for the purpose of making, guaranteeing or becoming a surety upon bonds and undertakings required or authorized by law, and having heretofore complied with all of the requirements of the law of the State of California regulating the formation or admission of such corporation to transact business in this State, as Surety, are held firmly bound unto the City of Long Beach, a municipal corporation, organized under the laws of the State of California, and situated in the County of Los Angeles, in the sum of Ten Percent of Amount Bid Dollars (\$10% of Amount Bid) lawful money of the United States of America, for the payment whereof the Principal and sureties bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

The condition of the above obligation is such that:

If the bid of said Principal shall be accepted by the City of Long Beach and the contract for delivery of goods, materials, equipment or supplies, or for the furnishings of services, materials, supplies, labor and performing work, all as specified in the Specifications, notice inviting bids, and bid is awarded to the Principal, and if Principal shall execute and submit all contract documents and insurance within fifteen (15) calendar days after delivery of them to Principal, and if Principal shall, in connection with said contract, furnish and deliver to the City of Long Beach a good and sufficient faithful performance bond, if required in the notice inviting bids, and a good and sufficient labor and material (payment) bond, if required in the notice inviting bids, with Surety or Sureties then this obligation shall be void; otherwise it shall remain in full force and effect.

Signed, Sealed and Dated:  
October 19th, 2015

AMPCO Contracting, Inc.  
  
Principal

Fidelity and Deposit Company of Maryland  
  
Surety Arturo Ayala, Attorney-in-Fact

The bond shall be signed by both parties and all signatures shall be notarized

**USE OF A NON-CITY OF LONG BEACH BID BOND MAY BE CAUSE FOR REJECTION**

519  
\$18

Contractor directs the City's attention to Continuous Bidder's Bond (CBB) # \_\_\_\_\_ CC-LM-C, on file in the office of the City Clerk of the City of Long Beach. If a CBB is not on file, please accept the bidder's bond listed below:

Bond No., NATDE 232

**CITY OF LONG BEACH BIDDER'S BOND**

KNOW ALL THOSE BY THESE PRESENTS: That we, National Demolition Contractors, as Principal, and Fidelity and Deposit Company of Maryland, a corporation, organized and existing under and by virtue of the laws of the State of Maryland, with its principal place of business in the City of Schaumburg, State of Illinois, with a paid up capital of not less than Two Hundred Fifty Thousand Dollars (\$250,000.00), incorporated, as aforesaid, for the purpose of making, guaranteeing or becoming a surety upon bonds and undertakings required or authorized by law, and having heretofore complied with all of the requirements of the law of the State of California regulating the formation or admission of such corporation to transact business in this State, as Surety, are held firmly bound unto the City of Long Beach, a municipal corporation, organized under the laws of the State of California, and situated in the County of Los Angeles, in the sum of Ten Percent of Amount Bid Dollars (\$10% of Amount Bid) lawful money of the United States of America, for the payment whereof the Principal and sureties bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

The condition of the above obligation is such that:

If the bid of said Principal shall be accepted by the City of Long Beach and the contract for delivery of goods, materials, equipment or supplies, or for the furnishings of services, materials, supplies, labor and performing work, all as specified in the Specifications, notice inviting bids, and bid is awarded to the Principal, and if Principal shall execute and submit all contract documents and insurance within fifteen (15) calendar days after delivery of them to Principal, and if Principal shall, in connection with said contract, furnish and deliver to the City of Long Beach a good and sufficient faithful performance bond, if required in the notice inviting bids, and a good and sufficient labor and material (payment) bond, if required in the notice inviting bids, with Surety or Sureties, then this obligation shall be void; otherwise it shall remain in full force and effect.

Signed, Sealed and Dated:  
October 13th, 2015

National Demolition Contractors  
Principal  
Fidelity and Deposit Company of Maryland  
Surety Arturo Ayala, Attorney-in-Fact

The bond shall be signed by both parties and all signatures shall be notarized

**USE OF A NON-CITY OF LONG BEACH BID BOND MAY BE CAUSE FOR REJECTION**

618  
619

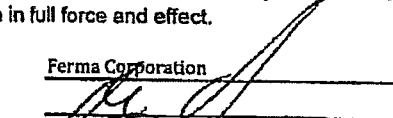

Contractor directs the City's attention to Continuous Bidder's Bond (CBB) # \_\_\_\_\_ CC-LM-C, on file in the office of the City Clerk of the City of Long Beach. If a CBB is not on file, please accept the bidder's bond listed below:

**CITY OF LONG BEACH BIDDER'S BOND**

KNOW ALL THOSE BY THESE PRESENTS: That we, Ferma Corporation, as Principal, and The Guarantee Company of North America USA, a corporation, organized and existing under and by virtue of the laws of the State of Michigan, with its principal place of business in the City of Southfield, State of Michigan, with a paid up capital of not less than Two Hundred Fifty Thousand Dollars (\$250,000.00), incorporated, as aforesaid, for the purpose of making, guaranteeing or becoming a surety upon bonds and undertakings required or authorized by law, and having heretofore complied with all of the requirements of the law of the State of California regulating the formation or admission of such corporation to transact business in this State, as Surety, are held firmly bound unto the City of Long Beach, a municipal corporation, organized under the laws of the State of California, and situated in the County of Los Angeles, in the sum of ten percent of the amount bid Dollars (\$10%) lawful money of the United States of America, for the payment whereof the Principal and sureties bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

The condition of the above obligation is such that:

If the bid of said Principal shall be accepted by the City of Long Beach and the contract for delivery of goods, materials, equipment or supplies, or for the furnishings of services, materials, supplies, labor and performing work, all as specified in the Specifications, notice inviting bids, and bid is awarded to the Principal, and if Principal shall execute and submit all contract documents and insurance within fifteen (15) calendar days after delivery of them to Principal, and if Principal shall, in connection with said contract, furnish and deliver to the City of Long Beach a good and sufficient faithful performance bond, if required in the notice inviting bids, and a good and sufficient labor and material (payment) bond, if required in the notice inviting bids, with Surety or Sureties, then this obligation shall be void; otherwise it shall remain in full force and effect.

Ferma Corporation  
  
Principal  
The Guarantee Company of North America USA  
  
Surety Charles M. Griswold, Attorney-in-Fact

The bond shall be signed by both parties and all signatures shall be notarized

**USE OF A NON-CITY OF LONG BEACH BID BOND MAY BE CAUSE FOR REJECTION**

7/9

BOND #0873982  
PREMIUM: NIL

Contractor directs the City's attention to Continuous Bidder's Bond (CBB) # \_\_\_\_\_ CC-LM-C, on file in the office of the City Clerk of the City of Long Beach. If a CBB is not on file, please accept the bidder's bond listed below:

**CITY OF LONG BEACH BIDDER'S BOND**

KNOW ALL THOSE BY THESE PRESENTS: That we, U S DEMOLITION INC.,  
as Principal, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND  
a corporation, organized and existing under and by virtue of the laws of the State of  
MARYLAND, with its principal place of business in the City of  
LOS ANGELES, State of CALIFORNIA, with a paid up capital of not less  
than Two Hundred Fifty Thousand Dollars (\$250,000.00), incorporated, as aforesaid, for the purpose  
of making, guaranteeing or becoming a surety upon bonds and undertakings required or authorized  
by law, and having heretofore complied with all of the requirements of the law of the State of  
California regulating the formation or admission of such corporation to transact business in this  
State, as Surety, are held firmly bound unto the City of Long Beach, a municipal corporation,  
organized under the laws of the State of California, and situated in the County of Los Angeles, in the  
sum of TEN PERCENT OF AMOUNT BID Dollars (\$ 10%)  
lawful money of the United States of America, for the payment whereof the Principal and sureties  
bind themselves, their heirs, executors, administrators, successors and assigns, jointly and  
severally, firmly by these presents.

The condition of the above obligation is such that.

If the bid of said Principal shall be accepted by the City of Long Beach and the contract for delivery  
of goods, materials, equipment or supplies, or for the furnishings of services, materials, supplies,  
labor and performing work, all as specified in the Specifications, notice inviting bids, and bid is  
awarded to the Principal, and if Principal shall execute and submit all contract documents and  
insurance within fifteen (15) calendar days after delivery of them to Principal, and if Principal shall, in  
connection with said contract, furnish and deliver to the City of Long Beach a good and sufficient  
faithful performance bond, if required in the notice inviting bids, and a good and sufficient labor and  
material (payment) bond, if required in the notice inviting bids, with Surety or Sureties, then this  
obligation shall be void; otherwise it shall remain in full force and effect.

10/13/15

PROJECT: CITY OF LONG BEACH OLD COURT  
HOUSE DEMOLITION (R-7032)

U S DEMOLITION INC.

Principal Scott Moore

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

Surety SPENCER FLAKE, ATTORNEY-IN-FACT

The bond shall be signed by both parties and all signatures shall be notarized

**USE OF A NON-CITY OF LONG BEACH BID BOND MAY BE CAUSE FOR REJECTION**



LB Court House Dem + ATRATE. 7032 8/9

Contractor directs the City's attention to Continuous Bidder's Bond (CBB) # \_\_\_\_\_ CC-LM-C, on file in the office of the City Clerk of the City of Long Beach. If a CBB is not on file, please accept the bidder's bond listed below:

**CITY OF LONG BEACH BIDDER'S BOND**

KNOW ALL THOSE BY THESE PRESENTS: That we, \_\_\_\_\_, as Principal, and \_\_\_\_\_, a corporation, organized and existing under and by virtue of the laws of the State of \_\_\_\_\_, with its principal place of business in the City of \_\_\_\_\_, State of \_\_\_\_\_, with a paid up capital of not less than Two Hundred Fifty Thousand Dollars (\$250,000.00), incorporated, as aforesaid, for the purpose of making, guaranteeing or becoming a surety upon bonds and undertakings required or authorized by law, and having heretofore complied with all of the requirements of the law of the State of California regulating the formation or admission of such corporation to transact business in this State, as Surety, are held firmly bound unto the City of Long Beach, a municipal corporation, organized under the laws of the State of California, and situated in the County of Los Angeles, in the sum of \_\_\_\_\_ Dollars (\$\_\_\_\_\_) lawful money of the United States of America, for the payment whereof the Principal and sureties bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

The condition of the above obligation is such that:

If the bid of said Principal shall be accepted by the City of Long Beach and the contract for delivery of goods, materials, equipment or supplies, or for the furnishings of services, materials, supplies, labor and performing work, all as specified in the Specifications, notice inviting bids, and bid is awarded to the Principal, and if Principal shall execute and submit all contract documents and insurance within fifteen (15) calendar days after delivery of them to Principal, and if Principal shall, in connection with said contract, furnish and deliver to the City of Long Beach a good and sufficient faithful performance bond, if required in the notice inviting bids, and a good and sufficient labor and material (payment) bond, if required in the notice inviting bids, with Surety or Sureties, then this obligation shall be void; otherwise it shall remain in full force and effect.

\_\_\_\_\_  
Principal

\_\_\_\_\_  
Surety

The bond shall be signed by both parties and all signatures shall be notarized

**USE OF A NON-CITY OF LONG BEACH BID BOND MAY BE CAUSE FOR REJECTION**

LB COURT House Demo + ABATTORE # 7043 - 9/9.

Contractor directs the City's attention to Continuous Bidder's Bond (CBB) # \_\_\_\_\_ CC-LM-C, on file in the office of the City Clerk of the City of Long Beach. If a CBB is not on file, please accept the bidder's bond listed below:

**CITY OF LONG BEACH BIDDER'S BOND**

KNOW ALL THOSE BY THESE PRESENTS: That we, \_\_\_\_\_, as Principal, and \_\_\_\_\_, a corporation, organized and existing under and by virtue of the laws of the State of \_\_\_\_\_, with its principal place of business in the City of \_\_\_\_\_, State of \_\_\_\_\_, with a paid up capital of not less than Two Hundred Fifty Thousand Dollars (\$250,000.00), incorporated, as aforesaid, for the purpose of making, guaranteeing or becoming a surety upon bonds and undertakings required or authorized by law, and having heretofore complied with all of the requirements of the law of the State of California regulating the formation or admission of such corporation to transact business in this State, as Surety, are held firmly bound unto the City of Long Beach, a municipal corporation, organized under the laws of the State of California, and situated in the County of Los Angeles, in the sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) lawful money of the United States of America, for the payment whereof the Principal and sureties bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

The condition of the above obligation is such that:

If the bid of said Principal shall be accepted by the City of Long Beach and the contract for delivery of goods, materials, equipment or supplies, or for the furnishings of services, materials, supplies, labor and performing work, all as specified in the Specifications, notice inviting bids, and bid is awarded to the Principal, and if Principal shall execute and submit all contract documents and insurance within fifteen (15) calendar days after delivery of them to Principal, and if Principal shall, in connection with said contract, furnish and deliver to the City of Long Beach a good and sufficient faithful performance bond, if required in the notice inviting bids, and a good and sufficient labor and material (payment) bond, if required in the notice inviting bids, with Surety or Sureties, then this obligation shall be void; otherwise it shall remain in full force and effect.

\_\_\_\_\_  
Principal

\_\_\_\_\_  
Surety

The bond shall be signed by both parties and all signatures shall be notarized

**USE OF A NON-CITY OF LONG BEACH BID BOND MAY BE CAUSE FOR REJECTION**

Attachment 6

1/3

CULBERTSON INSURANCE SERVICES, INC.<sup>1</sup>

5500 E. SANTA ANA CANYON ROAD, SUITE 201 ANAHEIM, CA 92807-3103 PHONE 714/921-0530 FAX 714/921-2096  
EMAIL: honds@culbertsonbonding.com

October 29, 2015

City of Long Beach  
333 W. Ocean Blvd., Plaza Level  
Long Beach, CA 90802

**RE: City of Long Beach Old Court House Abatement and Demolition Project**

To Whom It May Concern:

We issued a Bid Bond #0873982 to the City of Long Beach for the City of Long Beach Old Court House Abatement and Demolition Project which originally bid on 09/09/2015. The job re-bid on 10/23/2015 with some changes and our intent with both bid bonds was to provide the Faithful Performance and Labor and Material Bonds required, per said bond forms, should US Demolition, Inc. be awarded the contract.

All bid bonds are valid for a period of 60 days following the date of the bid.

If you have any questions, please feel free to call. Thank you for your consideration.

Sincerely,



Charles L. Flake

Attorney-In-Fact

Fidelity and Deposit Company of Maryland

ATTACHMENT 1

CONTRACTOR BOND SPECIALISTS

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

43

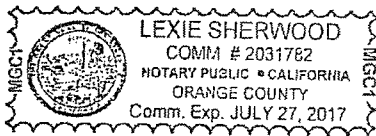
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA

County of Orange

On 10/29/15 before me, Lexie Sherwood, Notary Public,  
Date Insert Name of Notary exactly as it appears on the official seal

personally appeared Charles L. Flake  
Name(s) of Signer(s)



Place Notary Seal Above

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 Lexie Sherwood  
Signature of Notary Public Lexie Sherwood

OPTIONAL

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

Description of Attached Document

Title or Type of Document: LETTER

Document Date: OCTOBER 29, 2015 Number of Pages: ONE (1)

Signer(s) Other Than Named Above: \_\_\_\_\_

Capacity(ies) Claimed by Signer(s)

Signer's Name: CHARLES L. FLAKE

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

RIGHT THUMBPRINT OF SIGNER

Top of thumb here

Signer is Representing:  
FIDELITY AND DEPOSIT  
COMPANY OF MARYLAND

Signer's Name: \_\_\_\_\_

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

RIGHT THUMBPRINT OF SIGNER

Top of thumb here

Signer is Representing:  
\_\_\_\_\_  
\_\_\_\_\_

2/3

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

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Maryland, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Maryland (herein collectively called the "Companies"), by THOMAS O. MCCLELLAN, Vice President, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint Richard A. COON, Charles L. FLAKE, David L. CULBERTSON, Lexie SHERWOOD and Spencer FLAKE, all of Anaheim, California, EACH its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: any and all bonds and undertakings, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

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

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 4th day of September, A.D. 2015.

ATTEST:

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



By: Eric D. Barnes  
Secretary  
Eric D. Barnes

Thomas O. McClellan  
Vice President  
Thomas O. McClellan

State of Maryland  
County of Baltimore

On this 4th day of September, A.D. 2015, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, THOMAS O. MCCLELLAN, Vice President, and ERIC D. BARNES, Secretary, of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposeth and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

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

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



# ATTACHMENT 2.

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

The undersigned declares:

I am the PRESIDENT of UDM.V, INC., the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. 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. All statements contained in the bid are true. 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, to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on OCTOBER 22, 2015 [Date], at VENTURA [City], CALIFORNIA [State].

WORKERS' COMPENSATION CERTIFICATION

In accordance with California Labor Code Sections 1860 and 3700, I certify that I am aware of the provisions of Section 3700 which requires every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with said provisions before commencing the performance of the Work of this contract.

Contractor's Name:

J.D.M.L, INC.

Signature of Contractor, or a corporate officer of Contractor, or a general partner of Contractor



Title: PRESIDENT

Date: 10/22/15

CITY OF LONG BEACH  
CERTIFICATION OF SITE EXAMINATION

Each bidder shall be fully informed of the conditions relating to the construction of the work and the employment of labor thereon. Failure to do so will not relieve Contractor of the obligation to furnish all material and labor necessary to carry out the provisions of the Contract Documents.

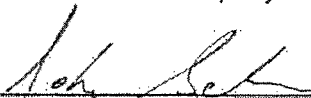
Each bidder shall examine the site for the work described herein. Bidders shall attend a mandatory pre-bid inspection of the building and site, conducted by the City, if specified by the Special Provisions. Failure to attend the mandatory pre-bid inspection shall be cause for rejection of the bid.

This is to certify that I have examined the site and the bid is complete and there will be no additional payment for failure to examine the site thoroughly.

10/12/2015  
Date of Site Examination

J.D.M.L INC.  
Company

JOHN MCHECK  
Printed Name of Company Representative

  
Signature of Representative

10/22/2015  
Date



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

The undersigned declares:

I am the President of AMPCO Contracting, Inc. the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. 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. All statements contained in the bid are true. 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, to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on 10/22/15 [Date],  
at Anaheim [City], California [State].

WORKERS' COMPENSATION CERTIFICATION

In accordance with California Labor Code Sections 1860 and 3700, I certify that I am aware of the provisions of Section 3700 which requires every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with said provisions before commencing the performance of the Work of this contract.

Contractor's Name:

AMPCO Contracting, Inc.

Signature of Contractor, or a corporate officer, or a general partner of Contractor



\_\_\_\_\_

Andrew Pennor

Title: President

Date: 10/22/2015

**CITY OF LONG BEACH  
CERTIFICATION OF SITE EXAMINATION**

Each bidder shall be fully informed of the conditions relating to the construction of the work and the employment of labor thereon. Failure to do so will not relieve Contractor of the obligation to furnish all material and labor necessary to carry out the provisions of the Contract Documents.

Each bidder shall examine the site for the work described herein. Bidders shall attend a mandatory pre-bid inspection of the building and site, conducted by the City, if specified by the Special Provisions. Failure to attend the mandatory pre-bid inspection shall be cause for rejection of the bid.

This is to certify that I have examined the site and the bid is complete and there will be no additional payment for failure to examine the site thoroughly.

October 12, 2015  
Date of Site Examination

AMPCO Contracting, Inc.  
Company

Michael Vitta  
Printed Name of Company Representative

  
Signature of Representative

10/22/2015  
Date

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

The undersigned declares:

I am the President of Environmental Construction Group, Inc., the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. 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. All statements contained in the bid are true. 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, to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on October 23, 2015 [Date], at Signal Hill [City], California [State].

**CITY OF LONG BEACH  
CERTIFICATION OF SITE EXAMINATION**

Each bidder shall be fully informed of the conditions relating to the construction of the work and the employment of labor thereon. Failure to do so will not relieve Contractor of the obligation to furnish all material and labor necessary to carry out the provisions of the Contract Documents.

Each bidder shall examine the site for the work described herein. Bidders shall attend a mandatory pre-bid inspection of the building and site, conducted by the City, if specified by the Special Provisions. Failure to attend the mandatory pre-bid inspection shall be cause for rejection of the bid.

This is to certify that I have examined the site and the bid is complete and there will be no additional payment for failure to examine the site thoroughly.

October 12, 2015  
Date of Site Examination

Environmental Construction Group, Inc.  
Company

Darrin E. McElroy / President  
Printed Name of Company Representative

  
Signature of Representative

October 23, 2015  
Date

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

The undersigned declares:

I am the PRESIDENT of FERMA CORPORATION, the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. 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. All statements contained in the bid are true. 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, to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on 10/22/15 [Date],  
at MOUNTAIN VIEW [City], CA [State].

**WORKERS' COMPENSATION CERTIFICATION**

In accordance with California Labor Code Sections 1860 and 3700, I certify that I am aware of the provisions of Section 3700 which requires every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with said provisions before commencing the performance of the Work of this contract.

Contractor's Name:

FERMA CORPORATION

Signature of Contractor, or a corporate officer of Contractor, or a general partner of Contractor

  
MARC FERRARI

Title: PRESIDENT

Date: 10/22/15

**CITY OF LONG BEACH  
CERTIFICATION OF SITE EXAMINATION**

Each bidder shall be fully informed of the conditions relating to the construction of the work and the employment of labor thereon. Failure to do so will not relieve Contractor of the obligation to furnish all material and labor necessary to carry out the provisions of the Contract Documents.

Each bidder shall examine the site for the work described herein. Bidders shall attend a mandatory pre-bid inspection of the building and site, conducted by the City, if specified by the Special Provisions. Failure to attend the mandatory pre-bid inspection shall be cause for rejection of the bid.

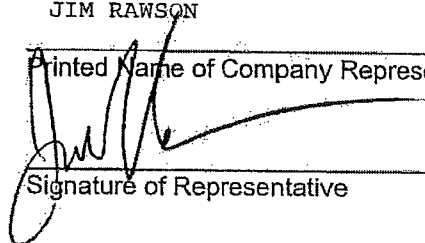
This is to certify that I have examined the site and the bid is complete and there will be no additional payment for failure to examine the site thoroughly.

10/12/15  
Date of Site Examination

FERMA CORPORATION  
Company

JIM RAWSON

JIM RAWSON  
Printed Name of Company Representative

  
Signature of Representative

10/22/15  
Date



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

The undersigned declares:

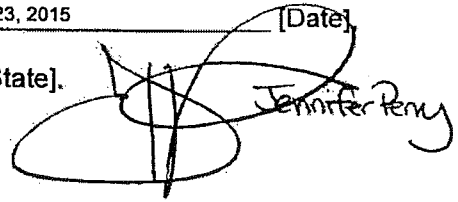
I am the Owner \_\_\_\_\_ of National Demolition Contractors \_\_\_\_\_, the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. 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. All statements contained in the bid are true. 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, to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on October 23, 2015 [Date]

at Long Beach [City], California [State].



Handwritten signature of Jennifer Perry in black ink, written over the signature line.

**CITY OF LONG BEACH  
CERTIFICATION OF SITE EXAMINATION**

Each bidder shall be fully informed of the conditions relating to the construction of the work and the employment of labor thereon. Failure to do so will not relieve Contractor of the obligation to furnish all material and labor necessary to carry out the provisions of the Contract Documents.


Each bidder shall examine the site for the work described herein. Bidders shall attend a mandatory pre-bid inspection of the building and site, conducted by the City, if specified by the Special Provisions. Failure to attend the mandatory pre-bid inspection shall be cause for rejection of the bid.

This is to certify that I have examined the site and the bid is complete and there will be no additional payment for failure to examine the site thoroughly.

October 12, 2015  
Date of Site Examination

National Demolition Contractors  
Company

Dan James  
Printed Name of Company Representative

  
Signature of Representative

October 23, 2015  
Date

NONCOLLUSION DECLARATION TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

The undersigned declares:

I am the Owner of U.S. Demolition the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. 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. All statements contained in the bid are true. 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, to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on 10/23/2015 [Date], at Anaheim [City], CA [State].

**WORKERS' COMPENSATION CERTIFICATION**

In accordance with California Labor Code Sections 1860 and 3700, I certify that I am aware of the provisions of Section 3700 which requires every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with said provisions before commencing the performance of the Work of this contract.

Contractor's Name:

U.S. Demolition Inc

Signature of Contractor, or a corporate officer of Contractor, or a general partner of Contractor



Title: President

Date: 10/23/2015

CITY OF LONG BEACH  
CERTIFICATION OF SITE EXAMINATION

Each bidder shall be fully informed of the conditions relating to the construction of the work and the employment of labor thereon. Failure to do so will not relieve Contractor of the obligation to furnish all material and labor necessary to carry out the provisions of the Contract Documents.


Each bidder shall examine the site for the work described herein. Bidders shall attend a mandatory pre-bid inspection of the building and site, conducted by the City, if specified by the Special Provisions. Failure to attend the mandatory pre-bid inspection shall be cause for rejection of the bid.

This is to certify that I have examined the site and the bid is complete and there will be no additional payment for failure to examine the site thoroughly.

10/12/2015  
Date of Site Examination

U.S. Demolition Inc  
Company

Scott Moore  
Printed Name of Company Representative

  
Signature of Representative

10/23/2015  
Date




**WORKERS' COMPENSATION CERTIFICATION**

In accordance with California Labor Code Sections 1860 and 3700, I certify that I am aware of the provisions of Section 3700 which requires every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with said provisions before commencing the performance of the Work of this contract.

Contractor's Name:

Miller Environmental, Inc.

Signature of Contractor, or a corporate officer of Contractor, or a general partner of Contractor

  
\_\_\_\_\_

Title: President

Date: 10-22-2015