

CONTRACT

**34080**

THIS CONTRACT is made and entered, in duplicate, as of November 11, 2015 for reference purposes only, pursuant to a minute order adopted by the City Council of the City of Long Beach at its meeting held on November 10, 2015, by and between ENVIRONMENTAL CONSTRUCTION GROUP, INC., a California corporation ("Contractor"), whose address is 3271 East 19th Street, Signal Hill, California 90755, and the CITY OF LONG BEACH, a municipal corporation ("City").

WHEREAS, pursuant to a "Notice Inviting Bids for City of Long Beach Old Court House Demolition in the City of Long Beach, California," dated October 7, 2015, and published by City, bids were received, publicly opened and declared on the date specified in said Notice; and

WHEREAS, the City Manager accepted the bid of Contractor; and

WHEREAS, the City Council authorized the City Manager to enter a contract with Contractor for the Base Bid abatement work described in Project Plans and Specifications No. R-7043;

NOW, THEREFORE, in consideration of the mutual terms and conditions herein, the parties agree as follows:

1. SCOPE OF WORK. Contractor shall furnish all necessary labor, supervision, tools, materials, supplies, appliances, equipment and transportation for the Base Bid abatement work described in "Project Plans and Specifications No. R-7043 for City of Long Beach Old Court House Demolition in the City of Long Beach, California," (but specifically not including any work described therein other than the Base Bid work) said work to be performed according to the Contract Documents identified below. However, this Contract is intended to provide to City complete and finished Base Bid abatement work and, to that end, Contractor shall do everything necessary to complete the work, whether or not specifically described in the Contract Documents.

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OFFICE OF THE CITY ATTORNEY  
CHARLES PARKIN, City Attorney  
333 West Ocean Boulevard, 11th Floor  
Long Beach, CA 90802-4664

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2. PRICE AND PAYMENT.

A. City shall pay to Contractor the amount(s) for materials and work attributable to the Base Bid abatement work as identified in Contractor's "Bid for City of Long Beach Old Court House Demolition in the City of Long Beach, California," attached hereto as Exhibit "A".

B. Contractor shall submit requests for progress payments and City will make payments in due course of payments in accordance with Section 9 of the Standard Specifications for Public Works Construction (latest edition).

3. CONTRACT DOCUMENTS.

A. The Contract Documents include: The Notice Inviting Bids, Project Specifications No. R-7043 (which may include by reference the Standard Specifications for Public Works Construction, latest edition, and any supplements thereto, collectively the "Standard Specifications"); the City of Long Beach Standard Plans; Project Drawing No. B-4669 for this work; the California Code of Regulations; the various Uniform Codes applicable to trades; the prevailing wage rates; Instructions to Bidders; the Bid; the bid security; the City of Long Beach Disadvantaged, Minority and Women-Owned Business Enterprise Program; the Citywide Project Labor Agreement; this Contract and all documents attached hereto or referenced herein including but not limited to insurance; Bond for Faithful Performance; Payment Bond; Notice to Proceed; Notice of Completion; any addenda or change orders issued in accordance with the Standard Specifications; any permits required and issued for the work; approved final design drawings and documents; the Information Sheet; and the Letter of Assent. These Contract Documents are incorporated herein by the above reference and form a part of this Contract.

B. Notwithstanding Section 2-5.2 of the Standard Specifications, if any conflict or inconsistency exists or develops among or between Contract Documents, the following priority shall govern: 1) Permit(s) from other public

1 agencies; 2) Change Orders; 3) this Contract (including any and all amendments  
2 hereto); 4) Addenda (which shall include written clarifications, corrections and  
3 changes to the bid documents and other types of written notices issued prior to bid  
4 opening; 5) Project Specifications; 6) Project Plans (including drawings); 7) the City  
5 of Long Beach Standard Plans; 8) Standard Specifications (as identified in Section  
6 3.A. hereof, the "Greenbook"); 9) other reference specifications; 10) other  
7 reference plans; 11) the bid; and 12) the Notice Inviting Bids.

8 4. TIME FOR CONTRACT. Contractor shall commence work on a date  
9 to be specified in a written "Notice to Proceed" from City and shall complete all Base Bid  
10 abatement work identified in Specifications No. R-7043 prior to February 27, 2016, subject  
11 to strikes, lockouts and events beyond the control of Contractor. Time is of the essence  
12 hereunder. City will suffer damage if the work is not completed within the time stated, but  
13 those damages would be difficult or impractical to determine. So, Contractor shall pay to  
14 City, as liquidated damages, the amount stated in the Contract Documents.

15 5. ACCEPTANCE OF WORK NOT TO CONSTITUTE A WAIVER. The  
16 acceptance of any work or the payment of any money by City shall not operate as a waiver  
17 of any provision of any Contract Document, of any power reserved to City, or of any right  
18 to damages or indemnity hereunder. The waiver of any breach or any default hereunder  
19 shall not be deemed a waiver of any other or subsequent breach or default.

20 6. WORKERS' COMPENSATION CERTIFICATION. Concurrently  
21 herewith, Contractor shall submit certification of Workers' Compensation coverage in  
22 accordance with California Labor Code Sections 1860 and 3700, a copy of which is  
23 attached hereto as Exhibit "B".

24 7. CLAIMS FOR EXTRA WORK. No claim shall be made at any time  
25 upon City by Contractor for and on account of any extra or additional work performed or  
26 materials furnished, unless such extra or additional work or materials shall have been  
27 expressly required by the City Manager and the quantities and price thereof shall have  
28 been first agreed upon, in writing, by the parties hereto.

1           8.     CLAIMS. Contractor shall, upon completion of the work, deliver  
2 possession thereof to City ready for use and free and discharged from all claims for labor  
3 and materials in doing the work and shall assume and be responsible for, and shall protect,  
4 defend, indemnify and hold harmless City from and against any and all claims, demands,  
5 causes of action, liability, loss, costs or expenses for injuries to or death of persons, or  
6 damages to property, including property of City, which arises from or is connected with the  
7 performance of the work.

8           9.     INSURANCE. Prior to commencement of work, and as a condition  
9 precedent to the effectiveness of this Contract, Contractor shall provide to City evidence of  
10 all insurance required in the Contract Documents.

11           In addition, Contractor shall complete and deliver to City the form  
12 (“Information Sheet”) attached as Exhibit “C” and incorporated by reference, to comply with  
13 Labor Code Section 2810.

14           10.    WORK DAY. Contractor shall comply with Sections 1810 through  
15 1815 of the California Labor Code regarding hours of work. Contractor shall forfeit, as a  
16 penalty to City, the sum of Twenty-Five Dollars (\$25) for each worker employed by  
17 Contractor or any subcontractor for each calendar day such worker is required or permitted  
18 to work more than eight (8) hours unless that worker receives compensation in accordance  
19 with Section 1815.

20           11.    PREVAILING WAGE RATES. Contractor is directed to the prevailing  
21 wage rates. Contractor shall forfeit, as a penalty to the City, Two Hundred Dollars (\$200)  
22 for each laborer, worker or mechanic employed for each calendar day, or portion thereof,  
23 that such laborer, worker or mechanic is paid less than the prevailing wage rates for any  
24 work done by Contractor, or any subcontractor, under this Contract.

25           12.    COORDINATION WITH GOVERNMENTAL REGULATIONS.

26           A.     If the work is terminated pursuant to an order of any Federal or  
27 State authority, Contractor shall accept as full and complete compensation under  
28 this Contract such amount of money as will equal the product of multiplying the

1 Contract price stated herein by the percentage of work completed by Contractor as  
2 of the date of such termination, and for which Contractor has not been paid. If the  
3 work is so terminated, the City Engineer, after consultation with Contractor, shall  
4 determine the percentage of work completed and the determination of the City  
5 Engineer shall be final.

6 B. If Contractor is prevented, in any manner, from strict  
7 compliance with the Plans and Specifications due to any Federal or State law, rule  
8 or regulation, in addition to all other rights and remedies reserved to the parties City  
9 may by resolution of the City Council suspend performance hereunder until the  
10 cause of disability is removed, extend the time for performance, make changes in  
11 the character of the work or materials, or terminate this Contract without liability to  
12 either party.

13 13. NOTICES.

14 A. Any notice required hereunder shall be in writing and personally  
15 delivered or deposited in the U.S. Postal Service, first class, postage prepaid, to  
16 Contractor at the address first stated herein, and to the City at 333 West Ocean  
17 Boulevard, Long Beach, California 90802, Attn: City Manager. Notice of change of  
18 address shall be given in the same manner as stated herein for other notices. Notice  
19 shall be deemed given on the date deposited in the mail or on the date personal  
20 delivery is made, whichever first occurs.

21 B. Except for stop notices and claims made under the Labor Code,  
22 City will notify Contractor when City receives any third party claims relating to this  
23 Contract in accordance with Section 9201 of the Public Contract Code.

24 14. BONDS. Contractor shall, simultaneously with the execution of this  
25 Contract, execute and deliver to City a good and sufficient corporate surety bond, in the  
26 form attached hereto and in the amount specified therein, conditioned upon the faithful  
27 performance of this Contract by Contractor, and a good and sufficient corporate surety  
28 bond, in the form attached hereto and in the amount specified therein, conditioned upon

1 the payment of all labor and material claims incurred in connection with this Contract.

2 15. COVENANT AGAINST ASSIGNMENT. Neither this Contract nor any  
3 of the moneys that may become due Contractor hereunder may be assigned by Contractor  
4 without the written consent of City first had and obtained, nor will City recognize any  
5 subcontractor as such, and all persons engaged in the work of construction will be  
6 considered as independent contractors or agents of Contractor and will be held directly  
7 responsible to Contractor.

8 16. CERTIFIED PAYROLL RECORDS.

9 A. Contractor shall keep and shall cause each subcontractor  
10 performing any portion of the work under this Contract to keep an accurate payroll  
11 record, showing the name, address, social security number, work classification,  
12 straight time and overtime hours worked each day and week, and the actual per  
13 diem wages paid to each journeyman, apprentice, worker, or other employee  
14 employed by Contractor or subcontractor in connection with the work, all in  
15 accordance with Division 2, Part 7, Article 2 of the California Labor Code. Such  
16 payroll records for Contractor and all subcontractors shall be certified and shall be  
17 available for inspection at all reasonable hours at the principal office of Contractor  
18 pursuant to the provisions of Section 1776 of the Labor Code. Contractor's failure  
19 to furnish such records to City in the manner provided herein for notices shall entitle  
20 City to withhold the penalty prescribed by law from progress payments due to  
21 Contractor.

22 B. Upon completion of the work, Contractor shall submit to the City  
23 certified payroll records for Contractor and all subcontractors performing any portion  
24 of the work under this Contract. Certified payroll records for Contractor and all  
25 subcontractors shall be maintained during the course of the work and shall be kept  
26 by Contractor for up to three (3) years after completion of the work.

27 C. The foregoing is in addition to, and not in lieu of, any other  
28 requirements or obligations established and imposed by any department of the City

1 with regard to submission and retention of certified payroll records for Contractor  
2 and subcontractors.

3 17. RESPONSIBILITY OF CONTRACTOR. Notwithstanding anything to  
4 the contrary in the Standard Specifications, Contractor shall have the responsibility, care  
5 and custody of the work. If any loss or damage occurs to the work that is not covered by  
6 collectible commercial insurance, excluding loss or damage caused by earthquake or flood  
7 or the negligence or willful misconduct of City, then Contractor shall immediately make the  
8 City whole for any such loss or pay for any damage. If Contractor fails or refuses to make  
9 the City whole or pay, then City may do so and the cost and expense of doing so shall be  
10 deducted from the amount due Contractor from City hereunder.

11 18. CONTINUATION. Termination or expiration of this Contract shall not  
12 terminate the rights or liabilities of either party which rights or liabilities accrued or existed  
13 prior to termination or expiration of this Contract.

14 19. TAXES AND TAX REPORTING.

15 A. As required by federal and state law, City is obligated to and  
16 will report the payment of compensation to Contractor on Form 1099-Misc.  
17 Contractor shall be solely responsible for payment of all federal and state taxes  
18 resulting from payments under this Contract. Contractor shall submit Contractor's  
19 Employer Identification Number (EIN), or Contractor's Social Security Number if  
20 Contractor does not have an EIN, in writing to City's Accounts Payable, Department  
21 of Financial Management. Contractor acknowledges and agrees that City has no  
22 obligation to pay Contractor until Contractor provides one of these numbers.

23 B. Contractor shall cooperate with City in all matters relating to  
24 taxation and the collection of taxes, particularly with respect to the self-accrual of  
25 use tax. Contractor shall cooperate as follows: (i) for all leases and purchases of  
26 materials, equipment, supplies, or other tangible personal property totaling over  
27 \$100,000 shipped from outside California, a qualified Contractor shall complete and  
28 submit to the appropriate governmental entity the form in Appendix "A" attached

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hereto; and (ii) for construction contracts and subcontracts totaling \$5,000,000 or more, Contractor shall obtain a sub-permit from the California Board of Equalization for the Work site. "Qualified" means that the Contractor purchased at least \$500,000 in tangible personal property that was subject to sales or use tax in the previous calendar year.

C. Contractor shall create and operate a buying company, as defined in State of California Board of Equalization Regulation 1699, subpart (h), in City if Contractor will purchase over \$10,000 in tangible personal property subject to California sales and use tax.

D. In completing the form and obtaining the permit(s), Contractor shall use the address of the Work site as its business address and may use any address for its mailing address. Copies of the form and permit(s) shall also be delivered to the City Engineer. The form must be submitted and the permit(s) obtained as soon as Contractor receives a Notice to Proceed. Contractor shall not order any materials or equipment over \$100,000 from vendors outside California until the form is submitted and the permit(s) obtained and, if Contractor does so, it shall be a material breach of this Contract. In addition, Contractor shall make all purchases from the Long Beach sales office of its vendors if those vendors have a Long Beach office and all purchases made by Contractor under this Contract which are subject to use tax of \$500,000 or more shall be allocated to the City of Long Beach. Contractor shall require the same cooperation with City, with regards to subsections B, C and D under this section (including forms and permits), from its subcontractors and any other subcontractors who work directly or indirectly under the overall authority of this Contract.

E. Contractor shall not be entitled to and by signing this Contract waives any claim or damages for delay against City if Contractor does not timely submit these forms to the appropriate governmental entity. Contractor may contact the City Controller at (562) 570-6450 for assistance with the form.



1           20.    ADVERTISING. Contractor shall not use the name of City, its officials  
2 or employees in any advertising or solicitation for business, nor as a reference, without the  
3 prior approval of the City Manager, City Engineer or designee.

4           21.    AUDIT. City shall have the right at all reasonable times during  
5 performance of the work under this Contract for a period of five (5) years after final  
6 completion of the work to examine, audit, inspect, review, extract information from and  
7 copy all books, records, accounts and other documents of Contractor relating to this  
8 Contract.

9           22.    NO PECULIAR RISK. Contractor acknowledges and agrees that the  
10 work to be performed hereunder does not constitute a peculiar risk of bodily harm and that  
11 no special precautions are required to perform said work.

12           23.    THIRD PARTY BENEFICIARY. This Contract is intended by the  
13 parties to benefit themselves only and is not in any way intended or designed to or entered  
14 for the purpose of creating any benefit or right of any kind for any person or entity that is  
15 not a party to this Contract.

16           24.    SUBCONTRACTORS. Contractor agrees to and shall bind every  
17 subcontractor to the terms of this Contract; provided, however, that nothing herein shall  
18 create any obligation on the part of City to pay any subcontractor except in accordance  
19 with a court order in an action to foreclose a stop notice. Failure of Contractor to comply  
20 with this Section shall be deemed a material breach of this Contract. A list of  
21 subcontractor(s) submitted by Contractor in compliance with Public Contract Code  
22 Sections 4100 et seq. is attached hereto as Exhibit "D" and incorporated herein by this  
23 reference.

24           25.    NO DUTY TO INSPECT. No language in this Contract shall create  
25 and City shall not have any duty to inspect, correct, warn of or investigate any condition  
26 arising from Contractor's work hereunder, or to insure compliance with laws, rules or  
27 regulations relating to said work. If City does inspect or investigate, the results thereof  
28 shall not be deemed compliance with or a waiver of any requirements of the Contract

1 Documents.

2           26. GOVERNING LAW. This Contract shall be governed by and  
3 construed pursuant to the laws of the State of California (except those provisions of  
4 California law pertaining to conflicts of laws).

5           27. INTEGRATION. This Contract, including the Contract Documents  
6 identified in Section 3 hereof, constitutes the entire understanding between the parties and  
7 supersedes all other agreements, oral or written, with respect to the subject matter herein.

8           28. NONDISCRIMINATION. In connection with performance of this  
9 Contract and subject to federal laws, rules and regulations, Contractor shall not  
10 discriminate in employment or in the performance of this Contract on the basis of race,  
11 religion, national origin, color, age, sex, sexual orientation, gender identity, AIDS, HIV  
12 status, handicap or disability. It is the policy of the City to encourage the participation of  
13 Disadvantaged, Minority and Women-Owned Business Enterprises, and the City  
14 encourages Contractor to use its best efforts to carry out this policy in the award of all  
15 subcontracts.

16           29. EQUAL BENEFITS ORDINANCE. Unless otherwise exempted in  
17 accordance with the provisions of the Ordinance, this Contract is subject to the applicable  
18 provisions of the Equal Benefits Ordinance ("EBO"), section 2.73 et seq. of the Long Beach  
19 Municipal Code, as amended from time to time.

20           A. During the performance of this Contract, the Contractor certifies  
21 and represents that the Contractor will comply with the EBO. The Contractor agrees  
22 to post the following statement in conspicuous places at its place of business  
23 available to employees and applicants for employment:

24           "During the performance of a Contract with the City of Long Beach, the  
25 Contractor will provide equal benefits to employees with spouses and its  
26 employees with domestic partners. Additional information about the City of  
27 Long Beach's Equal Benefits Ordinance may be obtained from the City of  
28 Long Beach Business Services Division at 562-570-6200."

1                   B.     The failure of the Contractor to comply with the EBO will be  
2 deemed to be a material breach of the Contract by the City.

3                   C.     If the Contractor fails to comply with the EBO, the City may  
4 cancel, terminate or suspend the Contract, in whole or in part, and monies due or to  
5 become due under the Contract may be retained by the City. The City may also  
6 pursue any and all other remedies at law or in equity for any breach.

7                   D.     Failure to comply with the EBO may be used as evidence  
8 against the Contractor in actions taken pursuant to the provisions of Long Beach  
9 Municipal Code 2.93 et seq., Contractor Responsibility.

10                  E.     If the City determines that the Contractor has set up or used its  
11 contracting entity for the purpose of evading the intent of the EBO, the City may  
12 terminate the Contract on behalf of the City. Violation of this provision may be used  
13 as evidence against the Contractor in actions taken pursuant to the provisions of  
14 Long Beach Municipal Code section 2.93 et seq., Contractor Responsibility.

15                  30.    PROJECT LABOR AGREEMENT. This Project is covered by a  
16 Citywide Project Labor Agreement ("PLA") entered into by the City of Long Beach with the  
17 Los Angeles/Orange Counties Building and Construction Trades Council and the signatory  
18 Craft Unions. The PLA contains a local hiring goal of 40%, calculated based on total hours  
19 worked. The local hire provision requires best efforts to utilize qualified workers residing  
20 in first tier zip codes (which include all of the City of Long Beach), then in second tier zip  
21 codes (which reflect the Gateway Cities), and finally in Los Angeles and Orange Counties.  
22 Contractor shall complete and deliver to City the form ("Letter of Assent") attached hereto  
23 as Exhibit "E" and incorporated by reference, to comply with the PLA.

24                  31.    DEFAULT. Default shall include but not be limited to Contractor's  
25 failure to perform in accordance with the Plans and Specifications, failure to comply with  
26 any Contract Document, failure to pay any penalties, fines or charges assessed against  
27 Contractor by any public agency, failure to pay any charges or fees for services performed  
28 by the City, and if Contractor has substituted any security in lieu of retention, then default

OFFICE OF THE CITY ATTORNEY  
CHARLES PARKIN, City Attorney  
333 West Ocean Boulevard, 11th Floor  
Lana Beach, CA 90802-4664

1 shall also include City's receipt of a stop notice. If default occurs and Contractor has  
2 substituted any security in lieu of retention, then in addition to City's other legal remedies,  
3 City shall have the right to draw on the security in accordance with Public Contract Code  
4 Section 22300 and without further notice to Contractor. If default occurs and Contractor  
5 has not substituted any security in lieu of retention, then City shall have all legal remedies  
6 available to it.

7 IN WITNESS WHEREOF, the parties have caused this document to be duly  
8 executed with all formalities required by law as of the date first stated above.

9 ENVIRONMENTAL CONSTRUCTION  
10 GROUP, INC., a California corporation

11 November 13, 2015 By \_\_\_\_\_  
12 Name Darrin E. McElroy  
13 Title President

14 November 13, 2015 By \_\_\_\_\_  
15 Name Clifton M. Shirley  
16 Title Vice President

17 "Contractor"

CITY OF LONG BEACH, a municipal  
18 corporation Assistant City Manager

19 Nov. 18, 2015 By \_\_\_\_\_

City Manager EXECUTED PURSUANT  
TO SECTION 301 OF  
THE CITY CHARTER.

20 "City"

21 This Contract is approved as to form on November 16, 2015.

22 CHARLES PARKIN, City Attorney  
23 By \_\_\_\_\_  
24 Deputy

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# CALIFORNIA ALL- PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

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

State of California }

County of Los Angeles }

On 11/13/15 before me, S. Cavener, Notary Public  
(Here insert name and title of the officer)

personally appeared Darrin E. McElroy and Clifton M. Shirley,  
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~~(es)~~, 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.

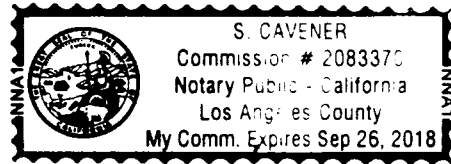
I certify under PENALTY OF PERJURY under the laws of the State of California that  
the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Notary Public Signature

(Notary Public Seal)



## ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

Contract - City of Long Beach  
(Title or description of attached document)

\_\_\_\_\_  
(Title or description of attached document continued)

Number of Pages \_\_\_\_\_ Document Date \_\_\_\_\_

CAPACITY CLAIMED BY THE SIGNER

Individual (s)

Corporate Officer

\_\_\_\_\_ (Title)

Partner(s)

Attorney-in-Fact

Trustee(s)

Other \_\_\_\_\_

## INSTRUCTIONS FOR COMPLETING THIS FORM

*This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknowledgments from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.*

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he/she/they~~, is /are ) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - ❖ Indicate title or type of attached document, number of pages and date.
  - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.

# EXHIBIT “A”

Contractor’s Bid

BIDDER'S NAME: Environmental Construction Group, Inc.

**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	\$ 3,690,000.00

**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	\$ 1,897,000.00
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**ADDITIVE BID ITEM AB-2**

AB-2	Allowance for design-build shoring system (soldier piles) for portions of the basement, if required to ensure stable open pit conditions upon completion of project. Refer to Specification Section 010100 Summary of Work. The shoring allowance is based on \$237,500 for the direct costs of the shoring, if needed, to be design-build and installed by a City approved shoring contractor assigned to the Contractor. The \$12,500 is based on a 5% overhead and profit / bond for the Contractor. In the event that the entire \$237,500 allowance is not expended, the Contractor shall only receive 5% overhead and profit on the actual amount expended. Non-used funds to be credited in the form of a change order.	1	LS	\$250,000
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**ADDITIVE BID ITEM AB-3**

AB-3	Remove all site asphalt, grade site to +/- 12", furnish and install 8' high chain link fence with two (2) securable 8' rolling gates per plans and specifications.	1	LS	\$ 100,000.00
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**ADDITIVE BID ITEM AB-4**

AB-4	Excavate and remove the underground tunnel between OCCH and the Public Safety Building property line. Includes removal of deck lid, walls and slab and infill with dirt, compacted to 90% in 12" lifts. The City shall arrange for the existing tunnel at the PSB property line to have a wall, with a waterproofing system, built with CMU (by others) for the contractor to back fill up to.	1	LS	\$ 50,000.00
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TOTAL OF BASE + AB-1 + AB-2 + AB-3 + AB-4:

\$ 5,987,000.00

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The following information will be used for statistical analysis only.

Is the Bidder a Minority-Owned Business? No/SBE Which racial minority? \_\_\_\_\_  
Is the Bidder a Women-Owned Business? No

Where did your company first hear about this City of Long Beach Public Works project?

Planet Bids and Clark Construction told us about the job.

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(Continued on Next Page)

**ADDENDA ACKNOWLEDGEMENT / SIGNATURE**

This Bid is submitted with respect to the changes to the Plans & Specifications included in the following addenda numbers:

h h h h  
1 2 3 4

(Initial above all appropriate numbers)

Respectfully submitted,

Signature\*\*

Environmental Construction Group, Inc.

Legal Name of Company

Darrin E. McElroy / President

Print Name / Title

Names of Other General Partners

Names of Other Partners

California on 4/11/2002

State of Incorporation

BU20255160

City of Long Beach Business License Number

State Where Registered as LLC

05/03/2016

City of Long Beach Business License Expiration Date

3271 E. 19th Street Signal Hill, CA 90755

Business Address (Actual Address -Not A Post Office Box)

3271 E. 19th Street Signal Hill, CA 90755

Address on City Business License

Phone: 562-438-7999 / Fax: 562-438-7997

Telephone Number / Fax Number

1000007666

DIR Registration Number

Darrin@ecgcorp.net

Email Address

811415

Contractor's License Number

\_\_\_\_\_ If Bidder is an individual, set forth his/her signature.

\_\_\_\_\_ If Bidder is a joint venture, set forth the name of the joint venture with the signature of an authorized representative of each venture..

\_\_\_\_\_ If Bidder is a general partnership, set forth the signature of the general partner.

\_\_\_\_\_ If Bidder is a limited partnership, provide names of other partners.

\_\_\_\_\_ If Bidder is a limited liability company, set forth legal name of company with signature of a member or manager authorized to bind the company

XXXX If the Bidder is a corporation, set forth the legal name of the corporation with the signature of an officer of the corporation.





# POWER OF ATTORNEY

## INTERNATIONAL FIDELITY INSURANCE COMPANY ALLEGHENY CASUALTY COMPANY

ONE NEWARK CENTER, 20TH FLOOR NEWARK, NEW JERSEY 07102-5207

KNOW ALL MEN BY THESE PRESENTS: That INTERNATIONAL FIDELITY INSURANCE COMPANY, a corporation organized and existing under the laws of the State of New Jersey, and ALLEGHENY CASUALTY COMPANY a corporation organized and existing under the laws of the State of Pennsylvania, having their principal office in the City of Newark, New Jersey, do hereby constitute and appoint

THERESA LUU, JASE HAMILTON, JAMES P. SCHABARUM, II, JEFFREY W. CAVIGNAC

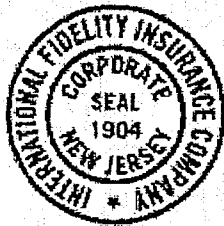
San Diego, CA.

their true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by their regularly elected officers at their principal offices.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of the By-Laws of INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY and is granted under and by authority of the following resolution adopted by the Board of Directors of INTERNATIONAL FIDELITY INSURANCE COMPANY at a meeting duly held on the 20th day of July, 2010 and by the Board of Directors of ALLEGHENY CASUALTY COMPANY at a meeting duly held on the 15th day of August, 2000:

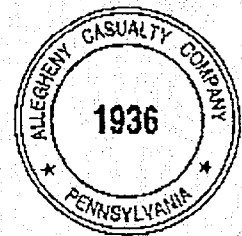
"RESOLVED, that (1) the President, Vice President, Chief Executive Officer or Secretary of the Corporation shall have the power to appoint, and to revoke the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Corporation and affix the Corporation's seal thereto, bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-fact with authority to execute waivers and consents on behalf of the Corporation; and (3) the signature of any such Officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seals when so used whether heretofore or hereafter, being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed."

IN WITNESS WHEREOF, INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY have each executed and attested these presents on this 22nd day of July, 2014.



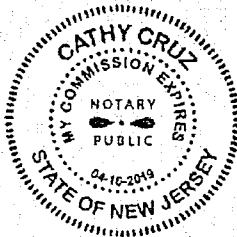
STATE OF NEW JERSEY  
County of Essex

ROBERT W. MINSTER  
Chief Executive Officer (International Fidelity Insurance Company) and President (Allegheny Casualty Company)



On this 22nd day of July 2014, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY; that the seals affixed to said instrument are the Corporate Seals of said Companies; that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies.

IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.



A NOTARY PUBLIC OF NEW JERSEY  
My Commission Expires April 16, 2019

### CERTIFICATION

I, the undersigned officer of INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said Companies as set forth in said Power of Attorney, with the originals on file in the home office of said companies, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand this **OCT 13 2015** day of

MARIA BRANCO, Assistant Secretary

# CALIFORNIA ALL- PURPOSE CERTIFICATE OF 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 }

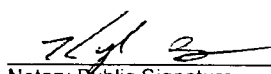
County of San Diego }

On OCT 13 2015 before me, Kyle Austin Bridgwater, Notary Public,  
(Here insert name and title of the officer)

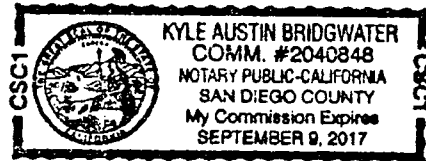
personally appeared Jase Hamilton  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) (S) are subscribed to the within instrument and acknowledged to me that he she/they executed the same in his her/their authorized capacity(ies), and that by his her/their signature(s) 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.

  
\_\_\_\_\_  
Notary Public Signature

(Notary Public Seal)



## ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

\_\_\_\_\_  
(Title or description of attached document)

\_\_\_\_\_  
(Title or description of attached document continued)

Number of Pages \_\_\_\_\_ Document Date \_\_\_\_\_

CAPACITY CLAIMED BY THE SIGNER

Individual (s)

Corporate Officer

\_\_\_\_\_  
(Title)

Partner(s)

Attorney-in-Fact

Trustee(s)

Other \_\_\_\_\_

## INSTRUCTIONS FOR COMPLETING THIS FORM

*This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknowledgments from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.*

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he/she/they~~, is /are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - ❖ Indicate title or type of attached document, number of pages and date.
  - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.



**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].



**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:

Environmental Construction Group, Inc.

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

  
Darrin E. McElroy

Title: President

Date: October 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.

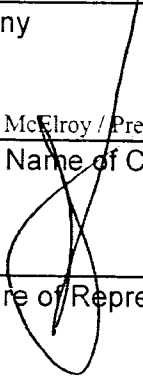
Each bidder shall examine the site for the work described herein. Bidders shall attend a mandatory pre-bid inspection of the building and site, conducted by the City, if specified by the Special Provisions. Failure to attend the mandatory pre-bid inspection shall be cause for rejection of the bid.

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.

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

## INFORMATION TO COMPLY WITH LABOR CODE SEC. 2810

To comply with Labor Code Sec. 2810, Contractor shall complete and submit this Information Sheet which shall be incorporated into and be a part of the Contract:

- 1) Workers' Compensation Insurance:
  - A. Policy Number: ECP201235911
  - B. Name of Insurer (**NOT** Broker): Nautilus Insurance Co.
  - C. Address of Insurer: 7233 E. Butherus Dr., Scottsdale, AZ 85260
  - D. Telephone Number of Insurer: 480-951-0905
  
- 2) For vehicles owned by Contractor and used in performing work under this Contract:
  - A. VIN (Vehicle Identification Number): VKDB4B1R81J801823
  - B. Automobile Liability Insurance Policy Number: BAO1656173074
  - C. Name of Insurer (**NOT** Broker): Ohio Casualty Insurance Co.
  - D. Address of Insurer: 9450 Seward Road
  - E. Telephone Number of Insurer: Fairfield, OH 45014
  
- 3) Address of Property used to house workers on this Contract, if any: N/A
  
- 4) Estimated total number of workers to be employed on this Contract: 60-70
- 5) Estimated total wages to be paid those workers: 2,400,000.00
- 6) Dates (or schedule) when those wages will be paid: Weekly
  
- 7) (Describe schedule: For example, weekly or every other week or monthly)  
Estimated total number of independent contractors to be used on this Contract: None
  
- 8) Taxpayer's Identification Number: REDACTED





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
8/4/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Cavnagnac & Associates 450 B Street, Suite 1800 San Diego, CA 92101-8005 License No. OA99520	<b>CONTACT NAME:</b> Certificate Department	
	<b>PHONE (A/C No, Ext):</b> 619-234-6848	<b>FAX (A/C, No):</b> 619-234-8601
<b>E-MAIL ADDRESS:</b> certificates@cavnagnac.com		
<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>INSURER A:</b> OHIO CASUALTY INS CO		24074
<b>INSURER B:</b> NAUTILUS INS CO		17370
<b>INSURER C:</b> GREAT DIVIDE INS CO		25224
<b>INSURER D:</b>		
<b>INSURER E:</b>		
<b>INSURER F:</b>		

**COVERAGES** **CERTIFICATE NUMBER:** 169927 **REVISION NUMBER:** 326614

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADD'L SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contr. Pollution Liab. <input checked="" type="checkbox"/> Cross Liab/Sev of Int GEN'L AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC		ECP201235511	8/1/2015	8/1/2016	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Deductible \$ 5,000
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS		BRO1655173074	8/1/2015	8/1/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ \$0		FFX201236011	8/1/2015	8/1/2016	EACH OCCURRENCE \$ 8,000,000 AGGREGATE \$ 8,000,000 \$
C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> N/A If yes, Describe under DESCRIPTION OF OPERATIONS below		WCA201236111	8/1/2015	8/1/2016	<input checked="" type="checkbox"/> W/C STATUTORY LIMITS <input type="checkbox"/> OTHER E L EACH ACCIDENT \$ 1,000,000 E L DISEASE - EA EMPLOYEE \$ 1,000,000 E L DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
 For Informational Purposes.

<b>CERTIFICATE HOLDER</b> Specimen Certificate	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Matthew R. Slakoff <i>Matthew R. Slakoff</i>
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**CALIFORNIA FLEET AUTO INSURANCE IDENTIFICATION CARD**

COMPANY NUMBER

COMPANY NAME AND ADDRESS

**The Ohio Casualty Insurance Company**

POLICY NUMBER

**BAO1656173074**

EFFECTIVE DATE      EXPIRATION DATE

**08/01/2015      08/01/2016****THIS POLICY MEETS THE REQUIREMENTS OF § 16056 OR § 16500.5 OF THE  
CALIFORNIA VEHICLE CODE AND IS A COMMERCIAL OR FLEET POLICY**

YEAR

MAKE/MODEL

VEHICLE IDENTIFICATION NUMBER

**2001****GMC Box Truck****4KDB4B1R81J801823**

AGENCY/COMPANY ISSUING CARD

**Cavignac & Associates  
450 B Street, Suite 1800  
San Diego, CA 92101**

INSURED

 **Environmental Construction Group, Inc.  
3271 East 19th Street  
Signal Hill, CA 90755**

L

SEE IMPORTANT NOTICE ON REVERSE SIDE

THIS CARD MUST BE KEPT IN THE INSURED  
VEHICLE AND PRESENTED UPON DEMAND

IN CASE OF ACCIDENT: Report all accidents to your Agent/Company as soon as possible. Obtain the following information:

1. Name and address of each driver, passenger and witness.
2. Name of Insurance Company and policy number for each vehicle involved.



## ATTACHMENT

### Debarment, Suspension, Ineligibility Certification

(Please read attached *Acceptance of Certification and Instructions for Certification* before completing)

This certification is required by federal regulations implementing Executive Order

1. The potential recipient of Federal assistance funds certifies, by submission of proposal, that:
  - Neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency;
  - Have not within three (3) year period preceding this bid/agreement/proposal had a civil judgment rendered against them for commission of fraud or been convicted of a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
  - Are not presently or previously indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in the above paragraph of this certification; and
  - Have not within a three (3) year period preceding this bid/agreement/proposal had one or more public (Federal, State, or local) transactions terminated for cause of default.
2. Where the potential prospective recipient of Federal assistance funds is unable to certify to any of the statement in this certification, such prospective participant shall attach an explanation to the applicable bid/agreement/proposal.

\_\_\_\_\_  
Signature of Authorized Representative

Darrin E. McElroy / Resident

\_\_\_\_\_  
Title of Authorized Representative

Environmental Construction Group, Inc.

\_\_\_\_\_  
Business/Contractor/ Agency

October 23, 2015

\_\_\_\_\_  
Date

City of Long Beach  
Business Relations – Purchasing Division

## **Acceptance of Certification**

1. This bid/agreement/proposal or like document has the potential to be a recipient of Federal funds. In order to be in compliance with Code of Federal Regulations, the City requires this completed form. By signing and submitting this document, the prospective bidder/proposer is providing the certification and acknowledgement as follows:
2. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549.
3. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective recipient of Federal assistance funds knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
4. The potential recipient of Federal assistance funds agrees by submitting this bid/agreement/proposal or like document that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

### **Instructions for completing the form, Attachment –Debarment Certification**

1. The City of Long Beach sometimes receives Federal funding on certain purchases/projects. To ensure that the City is in compliance with Federal regulations we require this form to be completed.
2. The City of Long Beach checks the System for Award Management at [www.sam.gov](http://www.sam.gov) to confirm that vendors who are awarded City contracts and/or purchase orders are not debarred or suspended. Prospective contractors should perform a search on this website for your company and or persons associated with your business under "Search Records". The finding that "Your search returned no results" is an indicator of compliance.
3. If your business is in compliance with the conditions in the form, please have the appropriate person complete and sign this form and return with your bid/proposal/agreement.
4. If at anytime, your business or persons associated with your business become debarred or suspend, we require that you inform us of this change in status.
5. If there are any exceptions to the certification, please include an attachment. Exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception, indicate to whom it applies, initiating agency and dates of action.

Note: Providing false information may result in criminal prosecution or administrative sanctions.

***If you have any questions on how to complete this form, please contact the City of Long Beach, Business Relations, Purchasing Division at 562-570-6200.***

## Rebecca Ellis

---

**From:** Stephanie Eaves <Stephanie.Eaves@longbeach.gov>  
**Sent:** Tuesday, October 13, 2015 12:33 PM  
**To:** Rebecca Ellis  
**Subject:** RE: ECG good standing with HUD email

As of today, Environmental construction Group, Inc. is in good standing as a Section 3 Business (*so long as the contractor license is still valid and in good standing*) for the City of Long Beach.

Thank you so much for your patience as we continue to update our list and ensure that the information provided is reflective of your current business address and contact information.

**Stephanie Eaves, MPA, MA**  
*Administrative Analyst*

**City of Long Beach Financial Management | Business Services Bureau**

T 562.570-6037 F 562.570-5099  
333 West Ocean Blvd., 7<sup>th</sup> Floor | Long Beach, CA 90802  
[stephanie.eaves@longbeach.gov](mailto:stephanie.eaves@longbeach.gov) | <http://www.longbeach.gov/finance/business-info/purchasing-division/doing-business-with-us/>

**From:** Rebecca Ellis [mailto:Rebecca@ecgcorp.net]  
**Sent:** Tuesday, October 13, 2015 12:25 PM  
**To:** Stephanie Eaves <Stephanie.Eaves@longbeach.gov>  
**Subject:** ECG good standing with HUD email

Hi Stephanie,

If possible, could you resend me an email saying we are in good standing with HUD section 3 so we can add it to our bid? We are trying to include all new documents for the rebid.

Thank you for your help!

Rebecca





# BEST EFFORT SUBMITTAL PACKAGE

---

To be submitted as part of the prime contractor's bid package to document that the prime contractor has made best efforts to contract with Section 3 businesses.

## COVER SHEET

**Submitted by**

**Developer/Contractor:** Environmental Construction Group, Inc.

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

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1. **ATTACHMENT B – HUD SECTION 3 AFFIDAVIT**
  2. **ATTACHMENT I: CONTACT LOG – BUSINESSES**  
SECTION 3 BUSINESSES LOCATED ON OUR WEBSITE AT: [HTTP://WWW.LONGBEACH.GOV/PURCHASING/HUD.ASP](http://www.longbeach.gov/purchasing/hud.asp)
  3. **ATTACHMENT I: CONTACT LOG – OUTREACH AGENCIES**
  4. **ATTACHMENT J: BUSINESS INFORMATION FORMS FOR THE PRIME CONTRACTOR AND ALL LISTED SUBCONTRACTORS (IF NOT AVAILABLE WITH BID DOCUMENTS, IT MUST BE RECEIVED BY THE CITY BY 10:00 A.M. OF THE NEXT WORKING DAY)**
  5. **APPENDIX: ALL DOCUMENTATION PROVING CONTACTS WERE MADE. THIS *SHOULD* INCLUDE THE FOLLOWING:**
    - Fax Confirmation Sheets
    - Copies of Metered Envelopes
    - Copies of Registered Mail Receipts
    - Sent Email Confirmation printouts
-



# CITY OF LONG BEACH HUD SECTION 3 AFFIDAVIT

Must be completed by the Prime contractor and submitted with bid documents. Must be completed and submitted by all subcontractors prior to issuance of Notice to Proceed.

**IMPORTANT NOTE:** YOUR SIGNATURE BELOW INDICATES THAT YOU RECEIVED A COPY OF THE CITY'S SECTION 3 POLICY AND REQUIREMENTS AND THE HUD SECTION 3 COMPLIANCE CERTIFICATION (ATTACHMENT C) AND COMPLIANCE REQUIREMENTS STATED THEREIN.

I, THE UNDERSIGNED

Darrin E. McElroy

President

OFFICER OR AUTHORIZED  
AGENT OF COMPANY  
(PRINT NAME)

SIGNATURE'S TITLE

SIGNATURE

PROJECT NAME:

City of Long Beach Old Court House Abatement and Demolition

COMPANY NAME:

Environmental Construction Group, Inc.

ADDRESS:

3271 E. 19th Street

Signal Hill CITY STATE CA ZIP CODE 90755

TELEPHONE NUMBER:

( 562 ) 438-7999

E-MAIL ADDRESS:

Darrin@ecgcorp.com

DATE:

October 23, 2015

ATTACHMENT B

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

Work Description

The Work to be done consists of but not limited to the hazmat abatement (including asbestos and lead) and the demolition of an approximately 330,000 square foot, 6 story (plus basement) steel and concrete structure. Related work shall include shoring of the basement or a 1:1 cut back, the removal of site hardscape, underground utilities, grading, chain link fencing and a partial infill of an underground tunnel. Bids are required for the entire Work.

The Work to be done includes the furnishing of all administration, labor, materials, tools, and equipment required for the de-construction of the old County Court House for the City of Long Beach, all in accordance with the Contract Documents, enumerated in the Contract as well as associated work as requested by the utility companies and regulatory agencies in their permit conditions and/or approved plans; and all labor, materials, equipment, and incidental work required to perform all operations in connection with the Work as shown on the Plans and specified herein

If any item of Work is neither indicated on the Drawings nor mentioned in the Specifications but can be reasonably inferred because of custom or practice or is reasonably necessary to perform Work required by the Contract Documents, such Work shall be deemed required and shall be performed at no additional cost to the City.

The City has established related qualifications and experience requirements for the Contractor or its subcontractor similar in material, design and extent to that indicated for this Work. The project installer shall have the related qualifications and experience. Each Bidder shall submit the following with its Bid.

Related Experience

1. California "C21" (Building Moving / Demolition) license, with the same company name and RMO, for no less than the last given (5) years.
2. Within the last 10 years, the bidder (prime contractor) 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. Contractor does not need to have completed the actual abatement work as a prime contractor and may have utilized or worked with abatement subcontractors] and with a hard cost at the time of bid, 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.

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

3. Bidder shall **not** have incurred within the past three (3) years:
  - Liquidated damaged assessed against them by any public agency of over \$10,000
  - Been terminated from any project from any public agency.
4. Maintained an average EMR (Experience Modification Ratio) of 1.25 or less over the last consecutive three (3) years or the best three (3) years out of the last Five (5) years if the firm has been in business for over five (5) years. (provide copy of insurance statement)
5. The intended project manager shall have had experience with at least one (1) demolition project with the same criteria as outlined in #2) above.

Evidence of compliance of item 1 through 5 shall be required at the time of submittal.

**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

<b>Bidder's PROJECT EXPERIENCE No</b>  with a total  cost of at least  <b>\$4,000,000</b> per project	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 / No	At least 150,000 sq. ft. <input checked="" type="radio"/> Yes / No	Hazmat Required <input checked="" type="radio"/> Yes / No	
		Public Agency <input checked="" type="radio"/> Yes / No	Mid Rise <input checked="" type="radio"/> Yes / No	Prevailing Wage <input checked="" type="radio"/> Yes / 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 checked="" type="radio"/> No		

<b>Bidder's PROJECT EXPERIENCE No</b>  with a total  cost of at least  <b>\$4,000,000</b> per project	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 / No	At least 150,000 sq. ft. <input checked="" type="radio"/> Yes / No	Hazmat Required <input checked="" type="radio"/> Yes / No	
		Public Agency Yes <input checked="" type="radio"/> No	Mid Rise <input checked="" type="radio"/> Yes / No	Prevailing Wage Yes <input checked="" 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?	
\$ 4,831,000	84 %	16 %	Yes <input checked="" type="radio"/> No		

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

\_\_\_\_\_  
Signature October 23, 2015  
\_\_\_\_\_  
Date

Darrin E. McElroy / President  
\_\_\_\_\_  
Name and Title of Signing Officer

Environmental Construction Group, Inc.  
\_\_\_\_\_  
Company Name

3271 E. 19th Street Signal Hill, CA 90755  
\_\_\_\_\_  
Business Address

562-438-7999  
\_\_\_\_\_  
Telephone

562-438-7997  
\_\_\_\_\_  
Fax

# Contractor's License Detail for License # 811415

**DISCLAIMER: A license status check provides information taken from the CSLB license database. Before relying on this information, you should be aware of the following limitations.**

CSLB complaint disclosure is restricted by law (B&P 7124.6) If this entity is subject to public complaint disclosure, a link for complaint disclosure will appear below. Click on the link or button to obtain complaint and/or legal action information.  
 Per B&P 7071.17, only construction related civil judgments reported to the CSLB are disclosed.  
 Arbitrations are not listed unless the contractor fails to comply with the terms of the arbitration.  
 Due to workload, there may be relevant information that has not yet been entered onto the Board's license database.

**Business Information**

ENVIRONMENTAL CONSTRUCTION GROUP INC  
 3271 EAST 19TH STREET  
 SIGNAL HILL, CA 90755  
 Business Phone Number:(562) 438-7999

Entity Corporation  
 Issue Date 08/14/2002  
 Expire Date **08/31/2016**

**License Status**

**This license is current and active.**

All information below should be reviewed.

**Classifications**

B - GENERAL BUILDING CONTRACTOR  
 C21 - BUILDING MOVING, DEMOLITION  
 C22 - ASBESTOS ABATEMENT

**Certifications**

ASB - ASBESTOS (Check DOSH Asbestos Registration)  
 HAZ - HAZARDOUS SUBSTANCES REMOVAL

**Bonding Information**

**Contractor's Bond**

This license filed a Contractor's Bond with AMERICAN CONTRACTORS INDEMNITY COMPANY.  
**Bond Number:** 134995  
**Bond Amount:** \$12,500  
**Effective Date:** 01/01/2007  
 Contractor's Bond History

**Bond of Qualifying Individual**

The Responsible Managing Officer (RMO) MC ELROY DARRIN EUGENE certified that he/she owns 10 percent or more of the voting stock/equity of the corporation. A bond of qualifying individual is not required.  
**Effective Date:** 10/15/2015  
 EQI's Bond History

**Workers' Compensation**

Policy Number: WCA201236111

Effective Date: 08/01/2014

Expire Date: 08/01/2016

Workers' Compensation History

**Miscellaneous Information**

10/15/2015 - DOSH REGISTRATION VERIFIED FOR C22

**Other**

Personnel listed on this license (current or disassociated) are listed on other licenses.



[Home](#) | [Online Services](#) | [License Detail](#) | [Personnel List](#)

## Contractor's License Detail (Personnel List)

**Contractor License #** 811415

**Contractor Name** ENVIRONMENTAL CONSTRUCTION GROUP INC

Click on the person's name to see a more detailed page of information on that person

### Personnel Currently Associated with License

**Name** [DARRIN EUGENE MC ELROY](#)  
**Title** RMO / CEO / PRES  
**Association Date** 08/14/2002  
**Classification** B  
**Additional Classification** [There are additional classifications that can be viewed by selecting this link.](#)

### Personnel No Longer Associated with License

**Name** [WILLIAM SCOTT LANGE](#)  
**Title** RMO  
**Association Date** 08/14/2002  
**Disassociation Date** 01/13/2005  
**Classification** B  
**Additional Classification** [There are additional classifications that can be viewed by selecting this link.](#)



State Of California  
**CONTRACTORS STATE LICENSE BOARD**  
**ACTIVE LICENSE**



License Number **811415**

Entity **CORP**

Business Name **ENVIRONMENTAL CONSTRUCTION  
GROUP INC**

Classification: **B ASB C21 HAZ**

Expiration Date **08/31/2016**

[www.csib.ca.gov](http://www.csib.ca.gov)





ALLEGHENY CASUALTY COMPANY  
INTERNATIONAL FIDELITY INSURANCE COMPANY

October 16, 2015

To: City of Long Beach

**Re: Old Court House Demolition**

To Whom It May Concern;

Environmental Construction Group, Inc. is a fine contractor in excellent standing with International Fidelity Insurance Company. To the best of our knowledge, during the nearly five years which International Fidelity Insurance Company has provided Environmental Construction Group, Inc. with surety credit, there has been no bond claim activity whatsoever either as regards to performance or payment issues.

We trust that this information meets with your satisfaction. If there are further questions, please feel free to contact me.

Sincerely,

**International Fidelity Insurance Company**

A handwritten signature in cursive script, reading "Michael Vanasopha". The signature is written in black ink and is positioned above a horizontal line.

Michael Vanasopha, Regional Manager

Bureau Number: 40-78-70

Date Created: April 21, 2015

**Risk's Primary Name and Mailing Address:**

Environmental Construction Group Inc  
3271 East 19th Street  
Signal Hill, CA 90755

Experience Modification(s) -- last 10 years:			
Rating Year	X-Mod	Type	Rerate
2015	89	Original	0
2014	185	Rerate	2
2013	151	Original	0
2012	94	Rerate	1
2011	63	Original	0
2010	74	Original	0
2009	84	Rerate	1
2008	85	Original	0
2007	81	Mid-term effective date	1
2007	78	Original	0
2006	72	Original	0

Classification developing the most payroll during current Experience Period		
Class Code	Inspected	Description
5473	Yes	Asbestos Abatement

WCIRE Assigned Classification(s):			
Class Code	Suffix	Inspected	Description
5446	00	Yes	Wallboard Application-low wage
5447	00	Yes	Wallboard Application-high wage
5473	00	Yes	Asbestos Abatement
5474	01	Yes	Painting/Decorating-low wage
5482	01	Yes	Painting/Decorating-high wage
5606	00	Yes	Contractors-executive level supervisors
8810	01	Yes	Clerical Office Employees
9008	00	Yes	Janitorial Services

Additional Names on current policies
ENVIRONMENTAL CONSTRUCTION GROUP , INC.
Environmental Construction Group Inc
Environmental Management Group LLC

ENVIRONMENTAL CONSTRUCTION GROUP INC  
 ENVIRONMENTAL MANAGEMENT GROUP LLC  
 3271 EAST 19TH STREET  
 SIGNAL HILL CA 90755

Bureau Number 40-78-70-R Page 1 of 2  
 Effective Date **08/01/2015**  
 Issue Date 04/21/2015  
 Experience Modification **89%**  
 Insurer GREAT DIVIDE INSURANCE COMPANY  
 Insurer Group WR BERKLEY CORP #2  
 Policy Number WCA201236110  
 Issuing Office IRVING  
 Experience Period 11/01/2010 to 11/01/2013

5446 WALLBOARD APPLICATION-LOW WAGE  
 5447 WALLBOARD APPLICATION-HIGH WAGE  
 5473 ASBESTOS ABATEMENT  
 5474 PAINTING/DECORATING-LOW WAGE  
 5482 PAINTING/DECORATING-HIGH WAGE  
 5606 CONTRACTORS-EXECUTIVE LEVEL SUPERVISORS  
 9008 JANITORIAL SERVICES  
 8810 CLERICAL OFFICE EMPLOYEES

**Summary of Payroll and Expected Losses**

Class Code	Payroll	Expected Loss Rate per \$100 payroll	Expected Losses	D-Ratio	Expected Primary Losses	Expected Excess Losses
<b>Insurer: 261 Policy Period : 08/06/2013 to 05/01/2014</b>						
0042	37,459	3.37	1,262	0.20	252	1,010
5183	2,707	3.19	86	0.17	15	71
5187	27,978	1.61	450	0.16	72	378
5205	62,597	2.10	1,315	0.14	184	1,131
<b>Totals</b>	<b>130,741</b>		<b>3,113</b>		<b>523</b>	<b>2,590</b>

**Summary of Claims and Actual Losses**

Claim Number	Injury Type / # of Claims	Open / Closed	Actual Losses	Actual Primary Losses	Actual Excess Losses
<b>Totals</b>					
	0		0	0	0

**Insurer: 173 Policy Period : 08/01/2013 to 08/01/2014**

5201	19,983	4.29	857	0.17	146	711
5205	340,592	2.10	7,152	0.14	1,001	6,151
5446	179,551	3.52	6,320	0.16	1,011	5,309
5447	274,796	1.89	5,194	0.12	623	4,571
5473	912,237	5.22	47,619	0.14	6,667	40,952
5474	31,322	4.68	1,466	0.14	205	1,261
5482	442,833	2.06	9,122	0.13	1,186	7,936
6218	4,199	3.28	138	0.14	19	119
6220	143,088	1.83	2,619	0.12	314	2,305
8227	105,091	2.29	2,407	0.17	409	1,998
8742	330,661	0.19	628	0.19	119	509
8810	220,680	0.17	375	0.22	83	292
9008	97,826	4.90	4,793	0.20	959	3,834
<b>Totals</b>	<b>3,102,859</b>		<b>88,690</b>		<b>12,742</b>	<b>75,948</b>

2080309865	06	Open	5,000	5,000	0
<b>Totals</b>					
	1		5,000	5,000	0

**Insurer: 173 Policy Period : 08/01/2012 to 08/01/2013**

5201	65,045	4.29	2,790	0.17	474	2,316
5205	120,079	2.10	2,522	0.14	353	2,169
5446	335,128	3.52	11,797	0.16	1,888	9,909
5447	235,037	1.89	4,442	0.12	533	3,909
5473	717,541	5.22	37,456	0.14	5,244	32,212
5474	37,840	4.68	1,771	0.14	248	1,523
5482	177,976	2.06	3,666	0.13	477	3,189
6218	250	3.28	8	0.14	1	7
6220	40,319	1.83	738	0.12	89	649
8227	33,247	2.29	761	0.17	129	632
8742	235,760	0.19	448	0.19	85	363
8810	214,912	0.17	365	0.22	80	285
9008	923	4.90	45	0.20	9	36
<b>Totals</b>	<b>2,214,057</b>		<b>66,809</b>		<b>9,610</b>	<b>57,199</b>

2080289048	05	Closed	11,979	7,000	4,979
2080289050	05	Open	10,284	7,000	3,284
2080306539	05	Open	12,500	7,000	5,500
<b>Totals</b>					
	3		34,763	21,000	13,763

**Insurer: 732 Policy Period : 06/08/2012 to 10/01/2012**

5213	25,321	2.40	608	0.15	91	517
<b>Totals</b>	<b>25,321</b>		<b>608</b>		<b>91</b>	<b>517</b>

<b>Totals</b>					
	0		0	0	0

(S) Subrogation; (J) Joint Claim; (P) Partially Fraudulent, if any

ENVIRONMENTAL CONSTRUCTION GROUP INC

Bureau Number 40-78-70-R Page 2 of 2  
 Effective Date **08/01/2015**  
 Issue Date 04/21/2015  
 Experience Modification **89%**  
 Insurer GREAT DIVIDE INSURANCE COMPANY  
 Insurer Group WR BERKLEY CORP #2  
 Policy Number WCA201236110  
 Issuing Office IRVING  
 Experience Period 11/01/2010 to 11/01/2013

**Summary of Payroll and Expected Losses**

Class Code	Payroll	Expected Loss Rate per \$100 payroll	Expected Losses	D-Ratio	Expected Primary Losses	Expected Excess Losses
Insurer: 173 Policy Period : 08/01/2011 to 08/01/2012						
5446	41,522	3.52	1,462	0.16	234	1,228
5447	317,421	1.89	5,999	0.12	720	5,279
5473	503,145	5.22	26,264	0.14	3,677	22,587
5474	23,352	4.68	1,093	0.14	153	940
5482	355,245	2.06	7,318	0.13	951	6,367
8742	149,720	0.19	284	0.19	54	230
8810	203,027	0.17	345	0.22	76	269
<b>Totals</b>	<b>1,593,432</b>		<b>42,765</b>		<b>5,865</b>	<b>36,900</b>

**Summary of Claims and Actual Losses**

Claim Number	Injury Type / # of Claims	Open / Closed	Actual Losses	Actual Primary Losses	Actual Excess Losses
2010207929	04	Closed	14,462	7,000	7,462
2080268037	05	Closed	49,822	7,000	42,822
UNDER \$2,001	1		717	717	
<b>Totals</b>	<b>3</b>		<b>65,001</b>	<b>14,717</b>	<b>50,284</b>

Experience Period Totals	<b>A</b> 201,985	<b>B</b> 28,831	<b>C</b> 173,154	<b># of Claims</b> 7	<b>Actual Losses</b> 104,764	<b>Actual Primary Losses</b> 40,717	<b>Actual Excess Losses</b> 64,047
--------------------------	------------------	-----------------	------------------	----------------------	------------------------------	-------------------------------------	------------------------------------

**Credible Primary Loss**

**Credible Excess Loss**

$$\left[ \left( \frac{\text{Total Actual Primary Losses (D)} \times \text{Credibility Primary}}{\text{Credibility Primary}} \right) + \left( \frac{\text{Total Expected Primary Losses (B)} \times (1 - \text{Credibility Primary})}{1 - \text{Credibility Primary}} \right) \right] + \left[ \left( \frac{\text{Total Actual Excess Losses (E)} \times \text{Credibility Excess}}{\text{Credibility Excess}} \right) + \left( \frac{\text{Total Expected Excess Losses (C)} \times (1 - \text{Credibility Excess})}{1 - \text{Credibility Excess}} \right) \right] = \frac{\text{Total Adjusted Losses}}{\text{Total Expected Losses (A)}}$$

$\frac{40,717 \times 1.00 + 28,831 \times 0.00}{1.00} + \frac{64,047 \times 0.31 + 173,154 \times 0.69}{0.31} = \frac{180,048}{201,985}$

Loss-Free Rating: 59% = Experience Modification **89%**

(S) Subrogation; (J) Joint Claim; (P) Partially Fraudulent, if any

CN#RS807085

Workers' Compensation Insurance Rating Bureau of California

04/20/2015

## Explanation of Your Experience Rating Form

Following is a brief explanation of your Experience Rating Form. The WCIRB's website ([www.wcirb.com](http://www.wcirb.com)) contains additional information about the calculation of your experience modification. See the *Employer* information box on the homepage and click "Read More." Electronic versions of the *California Workers' Compensation Experience Rating Plan – 1995 (ERP)* and the *California Workers' Compensation Uniform Statistical Reporting Plan – 1995 (USRP)* are available on the WCIRB's website on the "Manuals and Plans" tab under "Publications and Filings." These publications are part of the Insurance Commissioner's regulations and govern experience rating and the reporting of payroll and losses by insurers, respectively.

### About Experience Rating

Experience rating provides employers a direct financial incentive to reduce the number of work-related accidents and helps to objectively distribute the cost of workers' compensation insurance among employers assigned to the same industry classification. The USRP contains approximately 500 standard classifications used to describe all types of California businesses. A business that is not specifically described is assigned by analogy to a classification that is most similar in terms of processes and hazards.

Businesses assigned to your standard industry classification are relatively similar to your business; however, there are differences and those differences can have an impact on workers' compensation claims costs. To address these variations and encourage workplace safety, experience rating adjusts the premium you pay either upward or downward based on a comparison of your company's history of payroll and claims (collectively referred to as your "experience") to what is expected for businesses of similar size within the same industry classification. This comparison results in your **experience modification**.

An experience modification greater than 100 results from less favorable loss experience compared to the average of other similar businesses. An experience modification less than 100 results from more favorable loss experience. The data used to calculate your experience modification and the experience modification formula are shown on the Experience Rating Form (often referred to as a "worksheet" or "rate sheet").

Since the experience modification is intended to reflect differences in anticipated *future claims* costs, the formula reflects several standard "actuarial" adjustments so that past loss experience is used in a way that is predictive of future loss levels. For those employers who have sufficient historical experience to qualify, experience rating is mandatory and used by all insurers.

### Data Used for Experience Rating and the Experience Period

The data used to calculate your experience modification is determined by your company's anniversary rating date, which **generally** is the inception date, or start date, of your policies. For example, if your policies always start on January 1, your anniversary rating date would be January 1.

The anniversary rating date determines the **experience period**, which is a three-year period beginning four years and nine months prior to your anniversary rating date and terminating one year and nine months prior to the anniversary rating date. With few exceptions, the payroll and losses arising from all policies incepting within the experience period are used in the calculation of your experience modification.

The payroll and loss information used in the experience rating calculation are reported by your insurer to the WCIRB on *unit statistical reports* in accordance with the USRP. Factors used in the experience rating calculation, such as the Expected Loss Rates, D-Ratios and Credibility (Primary and Excess), are developed by the WCIRB and approved by the Insurance Commissioner and based on analysis of statewide data. They are published on the WCIRB's website with the ERP.

### Experience Rating Form

The Experience Rating Form provides detailed information about the calculation of your experience modification, including the payroll reported by your insurer for each applicable classification and the claim experience reported by your insurer and used in the experience modification calculation. Your company name, address and other business names that are included under your insurance policy are captured from the policy information page. Some information may not be shown due to space limitations.

### Terms Used on the Form

**Actual Excess Losses ("E")** – The experience modification calculation splits the Actual Losses for each claim into two components – a primary amount called Actual Primary Losses and an excess amount called Actual Excess Losses. The Actual Excess Losses are the amount of each claim shown on the form that is above \$7,000, if any. This represents the portion of each claim that is more closely related to claim severity. For smaller experience rated employers, the Actual Excess Losses have very little impact on the calculated experience modification. The total of all Actual Excess Losses is used in the experience rating calculation.

**Actual Losses** – The total medical and indemnity paid plus estimated future payments on a claim reported to the WCIRB by your insurer as of the latest required claim valuation date. In order to mitigate the impact of a single claim on your experience modification, the amount of a single loss is limited to \$175,000 in the experience rating calculation. The total of the Actual Losses is shown for informational purposes and is not used in the experience rating calculation.

**Actual Primary Losses ("D")** – Primary losses represent the more predictable and controllable portion of a claim. Actual Primary Losses are the reported incurred cost of the claim limited to a maximum value of \$7,000. In other words, for a large claim, the first \$7,000 of the claim value is considered Actual Primary Losses. The total of all Actual Primary Losses is used in the experience rating calculation.

**Bureau Number** – A unique file number assigned by the WCIRB to your company.

**Claim Number** – The claim number reported to the WCIRB by your insurer.

**Class Code** – The code number of the standard classification applicable to the Payroll shown on the form and which determines the Expected Loss Rate and D-Ratio to be used in the experience rating calculation.

**Credibility Excess** – The weight given to your total Actual Excess Losses in the experience modification calculation. It is a function of your total Expected Losses and is found on the WCIRB's website with the ERP.

**Credibility Primary** – The weight given to your total Actual Primary Losses in the experience modification calculation. It is a function of your total Expected Losses and is found on the WCIRB's website with the ERP.

**D-Ratio** – The ratio used to split Expected Losses into "Primary" and "Excess" amounts. This split accounts for differences in the average severity of claims by classification. D-ratios are found on the WCIRB's website with the ERP.

**Effective Date** – The date your experience modification applies to your policy.

**Expected Excess Losses ("C")** – The difference between your Expected Losses and your Expected Primary Losses. The total of all Expected Excess Losses is used in the experience rating calculation.

**Expected Loss Rate (ELR)** – The average rate of losses per \$100 of payroll that is expected for a standard classification during the experience period. ELRs are found on the WCIRB's website with the ERP.

**Expected Losses ("A")** – The amount of losses expected to arise for businesses of your size and industry classification(s) during the experience period. Expected Losses are determined by multiplying your total payroll for each classification by the corresponding Expected Loss Rate and then dividing by 100. The total of all Expected Losses is used in the experience rating calculation.

**Expected Primary Losses ("B")** – Determined by multiplying your Expected Losses for each classification by the D-Ratio for that classification. The total of all Expected Primary Losses is used in the experience rating calculation.

**Identifying Information in Upper Left Corner** – The employer name, address and classifications that apply to your California operations according to WCIRB records may be displayed; however, in some cases, some of this information may not be shown or may not be complete due to space constraints.

**Injury Type / # of Claims** – On individually-listed claims, this provides some detail about the type of injury associated with a claim. Injury types include Death (01), Permanent Total (02), Permanent Partial Disability Rating 25% or Greater (03), Permanent Partial Disability Rating Less than 25% (04), Temporary Disability (05), Medical Only (06), or Compromised Death Claim (08). For claims shown as grouped, this provides the number of claims included in the group.

**Insurer** – A code used to identify the insurer that reported the payroll and claims data.

**Issue Date** – The date this Experience Rating Form was released.

**Loss-Free Rating** – Shown at the bottom of the Experience Rating Form is the experience modification that would have been calculated if \$0(zero) actual losses were incurred during the experience period. This hypothetical rating calculation is provided for informational purposes only. Note that when there is only a single claim in the experience period, the experience modification is limited to be no higher than 25 points above the Loss-Free Rating.

**Open/Closed** – The claim status that is reported to the WCIRB.

**Payroll** – The payroll reported to the WCIRB by your insurer.

**Policy Period** – The effective date and expiration or cancellation date of the policy to which the payroll and claims apply.

Workers' Compensation Insurance Rating Bureau of California  
888.229.2472  
[www.wcirb.com](http://www.wcirb.com)

## **VINCE GUTIERREZ**

**Project Director/  
General Manager**

### **areas of expertise**

Demolition

### **professional history**

**Environmental Construction  
Group, Inc., 2014 – Present**  
General Manager

**LVI Environmental Services,  
2012 – 2014**

Vice President

**Penhall Company, 1986 – 2012**  
Regional Manager

### **overview**

During his 30 years of experience in the demolition and abatement industry, Mr. Gutierrez has vast experience in large project management and oversight, field operations, estimating, equipment production, and business development.

As Project Director/General Manager, Mr. Gutierrez will maintain responsibility for all operations and union personnel proposed for the San Diego River Bridge Double Track Bridge Removal project. By leveraging his extensive background, Mr. Gutierrez will ensure that the proposed project is completed on schedule and within regulation, as well as maintain responsibility for overall project safety. The following relevant projects represent those where Mr. Gutierrez's role was most similar to that proposed for this project.

### **relevant project experience**

#### **I-405 Sepulveda Pass Improvements: Mulholland Bridge Removal (Carmageddon)**

Los Angeles, CA

Project director over the demolition of the Mulholland Bridge during the 53 hour shutdown of the 10 mile stretch of the Sepulveda Pass. This project was finished 20 hours ahead of schedule without incident allowing the I-405 to be reopened early.

#### **Santa Margarita Bridge Removal**

Oceanside, CA

Project Director for the demolition of the 500+ foot long bridge over the Santa Margarita River in Oceanside, California. The steel through truss, single track bridge was demolished over the active river, with seasonal weather conditions and sensitive habits and species, requiring extensive planning and consideration.

#### **Pier F Track Realignment**

Port of Long Beach, CA

Responsibilities for this highly public project included the excavation, abatement and disposal of over 500 linear feet of asbestos transite pipe and the remediation of 40,000 cubic yards of contaminated soil from the Port of Long Beach, Pier F.

#### **Hollywood Park, Phase I Infrastructure**

Inglewood, CA

This project included asbestos abatement and hazardous materials remediation resulting from the demolition of the Grandstand, Turf Club, Clubhouse, Stables, and Hospital buildings located at the former Hollywood Park Racetrack.



**relative references**

Mike Aparicio  
**Skanska USA Civil**  
1995 Agua Mansa Rd.  
Riverside, CA  
(951) 990-1998  
[Mike.aparicio@skanska.com](mailto:Mike.aparicio@skanska.com)

Clint Larison  
**Herzog Contracting**  
3760 Kilroy Airport Way # 120  
Long Beach, CA  
(562) 310-0529  
[clarison@herzog.com](mailto:clarison@herzog.com)

## **FERNANDO GUILIN**

### **Site Superintendent**

#### **areas of expertise**

Demolition

#### **licenses and certifications/ certifications**

Asbestos Supervisory Training  
Lead Paint Supervisory Training  
HAZWOPER  
First Aid and CPR  
Bilingual

#### **professional history**

**Environmental Construction  
Group, Inc., 2015 – Present**  
Demolition Superintendent

**Cleveland Wrecking Company,  
2001 – 2014**  
Demolition Superintendent

**Aman Environmental Const,  
1995 – 2001**  
Demolition Superintendent

**Penhall Company, 1992 – 1995**  
Demolition Foreman

**Power Breaking, 1989 – 1992**  
Demolition Foreman

#### **overview**

With more than 16 years in the demolition industry, Mr. Guilin serves as Environmental Construction Group's Demolition Superintendent and offers both hard and soft demolition expertise. Mr. Guilin's experience spans a variety of industries, with a focus on large civil demolition and seismic retrofits for public sector clients.

As the proposed Site Superintendent for the San Diego River Bridge Double Track Bridge Removal project, Mr. Guilin will be responsible for workers and equipment, safety and daily reporting to Project Manager. Each of the following relevant projects has been selected from those where Mr. Guilin served as Project Site Superintendent.

#### **relevant project experience**

##### **Firestone Bridge**

Norwalk, CA

Project Superintendent responsible for the demolition of the existing concrete bridge in two phases. The Firestone Boulevard Bridge carries Firestone Boulevard over the San Gabriel River, at the adjoining city boundaries between Norwalk and Downey. Firestone Boulevard is a major arterial roadway and connects the City of Norwalk and the City of Downey. The bridge was constructed in 1934 and was a five-span reinforced concrete T-girder bridge with six traffic lanes. The bridge structure was geometrically obsolete, with no shoulders, a 2-foot wide center median, and 3.5-foot sidewalks. The bridge was demolished in two phases to allow one half of the new bridge to be built and maintain vehicular access over the San Gabriel River. Once the first half of the bridge was constructed, the demolition of the second half was performed. The purpose of the project was to enhance public safety and protect the San Gabriel River.

##### **River Road Bridge Replacement**

Norco, CA

Project Superintendent responsible for the bridge demolition over the Santa Ana River located in Norco/Corona, California. Work consisted of demolishing the bridge in an environmentally sensitive area and was performed in a phased/sequenced manner to minimize disruption to sensitive habitat receptors. The bridge was approximately 1,200' long by 75' wide and was constructed of both steel and concrete.

**FERNANDO GUILIN**  
Site Superintendent

**405/22 Connector Bridge**  
Garden Grove, CA

Project Superintendent responsible for the managing a nearly 18-hour full freeway closure, with crews working around the clock and completing the bridge demolition and reopening the freeway hours earlier than the original 5 pm target. Approximately 70 workers used more than 50 pieces of equipment, including ten excavators, to chip away at the bridge while the freeway surface below was protected with steel plates. The "Bash" closure allowed for the demolition of S405-E22 Connector. This 590' long connector built in 1965, was 52' wide with eight girder stems and four spans. In three of the four spans, each bay contained two exposed, un-grouted pre-stressed tendons outside the stems, running longitudinally the entire length of the three spans (518' total). The remaining 72' span was a conventional reinforced box girder. The tendons passed over the bents and were "held down" by intermediate diaphragm walls in each span. According to CALTRANS, this is the first bridge in California with this particular design that has been demolished.

**San Diego Gas & Electric Powerhouse**  
San Diego, CA

Project involved the complete demolition of the former Silver Gate Power Plant structure and abatement, decontamination and dismantlement (D&D) of all interior equipment. The plant included four electric generating units servicing the greater San Diego area.

**Seattle Public Safety Building**  
Seattle, WA

Demolition of the former 15-story concrete structure Seattle Public Safety Building, with a penthouse and 3 basement levels. The project encompassed an entire city block in downtown Seattle.

**Seattle City Hall**  
Seattle, WA

Demolition of the former Seattle Municipal Building located in downtown Seattle. The building consisted of a 12 story concrete structure with a penthouse and 2 basement levels.

**relative references**

Steve Aman  
**AECOM/Cleveland Wrecking Co.**  
628 E. Edna Place  
Covina, CA  
(626) 251-4008  
steve.aman@aecom.com

Doug Cool  
**Kiewit**  
10704 Shoemaker Ave  
Santa Fe Springs, CA  
(714) 271-5555  
doug.cool@kiewit.com



CITY OF LONG BEACH, CALIFORNIA  
BUSINESS LICENSE  
OWNERSHIP NON-TRANSFERABLE

ACCOUNT: BU20255160

=====> LICENSE HOLDER -- PLEASE NOTE <=====

THE BOTTOM PORTION OF THIS FORM IS YOUR LICENSE. YOU MUST DISPLAY THE LICENSE IN A CONSPICUOUS PLACE ON THE BUSINESS PREMISES.

THE DATE YOUR LICENSE EXPIRES IS INDICATED ON THE FACE OF THE LICENSE. IF YOU DO NOT RECEIVE A RENEWAL NOTICE BY THE EXPIRATION DATE, CONTACT THE BUSINESS LICENSE SECTION AT (562) 570-6211.

NOTE: YOU ARE RESPONSIBLE FOR RENEWING THE LICENSE ON OR BEFORE THE LICENSE EXPIRATION DATE. (PLEASE NOTIFY THE BUSINESS LICENSE SECTION IF YOU ARE NO LONGER IN BUSINESS.)

PLEASE REPORT IMMEDIATELY ANY CHANGE IN OWNERSHIP, BUSINESS LOCATION, MAILING ADDRESS, OR BUSINESS ACTIVITY TO THE BUSINESS LICENSE SECTION.

-----  
CITY OF LONG BEACH, CALIFORNIA  
BUSINESS LICENSE  
OWNERSHIP NON-TRANSFERABLE

4 151

ACCOUNT: BU20255160

DATE: 05/06/15

LICENSE EXPIRES ON 05/03/16

THE LICENSEE NAMED BELOW IS AUTHORIZED TO OPERATE THE FOLLOWING TYPE OF BUSINESS: CONTRACTING - BUILDING  
LOCATED AT: 3271 E 19TH ST



ENVIRONMENTAL CONSTRUCTION GROUP IN  
3271 E 19TH ST  
SIGNAL HILL CA 90755

AUTHORIZED BY JOHN GROSS  
DIRECTOR OF FIN MGMT



## Section 3 Business Contact Log for documenting contact with: Section 3 & Local Businesses

**PROJECT:** Old Long Beach Courthouse Abatement and Demo

**COMPANY:** Environmental Construction Group, Inc.

This form must be submitted with the prime contractor's bid documents. This form must also be maintained during the entire period of construction for any contact with businesses.

Date/Time	Company	Mode of Contact	Contact Info	Contact Person	RESULTS OF CONVERSATION
Example: 1/12/06/ 2:00 p.m.	Example: ABC Contracting Co.	Example: Fax	Example: Fax: (562) 123-4567	Example: John Doe, Owner	Example: Fax was sent to John Doe contractor asking for their participation. John Doe called us and we inquired about their product experience. John Doe sent me a listing of their completed projects. This contractor thinks they may qualify as a Section 3 business.  We will include them as part of our proposed team.
10/9/15 10/16/15 12:30	Auston Service Group	Fax	323-778-6098	Tyrone Auston	Attempted to contact twice, was unable to get a hold of someone
10/9/15 10/16/15 12:30	AVC ProTech	Fax	562-354-7265	Hector Dorra	Attempted to contact twice, was unable to get a hold of someone
10/13/15 10/16/15 12:30 PM	Cap Architecture Inc.	Fax	714-360-0337	Catherine Peppard	Attempted to contact twice, was unable to get a hold of someone
10/9/15 10/16/15 12:25 PM	CBI Construction, Division of Crescendo Electronics, Inc.	Fax	562-598-8053	Alex Saenz	Attempted to contact twice, was unable to get a hold of someone
10/9/15 10/16/15 12:20 PM	Conrod Concrete, Inc.	Fax	662-951-8790	Richard Rodriguez	Attempted to contact twice, was unable to get a hold of someone
10/9/15 10/16/15 12:20	CST Construction	Fax	562-426-1553	Terry Christensen	Attempted to contact twice, was unable to get a hold of someone
10/9/15 10/19/15 3:45 PM	Flores Enterprise	Fax	562-595-4353	Cesar Flores	Attempted to contact twice, was unable to get a hold of someone
10/9/15 10/19/15 3:45 PM	Hammer Down Transportation Inc.	Fax	562-924-5127	Malvin Whittington	Attempted to contact twice, was unable to get a hold of someone
10/9/15 10/19/15 3:50 PM	Intercom Electric	Fax	562-438-6644	Ion Todaran	Attempted to contact twice, was unable to get a hold of someone
10/9/15 10/19/15 3:50 PM	Jones Welding & Fabrication Co	Fax	562-432-4708	Ron Jones	Attempted to contact twice, was unable to get a hold of someone
10/12/15 10/19/15 4:00 PM	Morelly Flags & Banners	Fax	562-342-6218	Ofelia Rivera	Attempted to contact twice, was unable to get a hold of someone
10/12/15 10/19/15 3:55 PM	Quality Inspection Service	Fax	562-697-8042	Thomas Gibbs	Attempted to contact twice, was unable to get a hold of someone



**Section 3 Business Contact Log for documenting contact with: Local and Small Businesses**

This form must be submitted with the prime contractor's bid documents. This form must also be maintained during the entire period of construction for any contact with businesses.

**PROJECT:** Old Long Beach Courthouse Abatement and Demolition

**COMPANY:** Environmental Construction Group, Inc.

Date/Time	Company	Mode of Contact	Contact Info	Contact Person	RESULTS OF CONVERSATION
Example: 1/12/06/ 2:00 p.m.	Example: ABC Contracting Co.	Example: Fax	Example: Fax: (562) 123-4567	Example: John Doe, Owner	Example: Fax was sent to John Doe contractor asking for their participation. John Doe called us and we inquired about their product experience. John Doe sent me a listing of their completed projects. This contractor thinks they may qualify as a Section 3 business.  We will include them as part of our proposed team.
10/9/15 8:30 AM	Constructive Protective Services CA Corp.	Fax	310-608-6856	Terry Kwit	Sent invitation to bid, waiting on response
10/9/15 8:30 AM	Crew Inc.	Fax	310-608-6865	Andrew Kerr	Sent invitation to bid, waiting on response
10/9/15 8:30 AM	CTI Environmental, Inc.	Fax	562-394-9501	Robin Thorne	Sent invitation to bid, waiting on response
10/9/15 3:37 PM	Delta Delta Electric	Email	vso1ero@gmail.com	Vicente Soltero	Sent invitation to bid, waiting on response
10/9/15 8:45AM	Electrical Work (Any)	Fax	562-434-5656	Patrick Stauss	Sent invitation to bid, waiting on response
10/9/15 8:45 AM	Environmental Resources and Engineering Solutions Inc.	Fax	562-494-5295	Robin Thorne	Sent invitation to bid, waiting on response
10/13/15 8:45 AM	Environmental Remediation Service Incorporated	Fax	909-606-4227	Matthew Mutton	Sent invitation to bid, waiting on response
10/13/15 8:50 AM	Ferma Corporation	Fax	650-968-3945	Jim Rawson	Sent invitation to bid, waiting on response
10/13/15 8:30 AM	J&R Concrete Products	Fax	951-940-9207	Xavier Maravilla	Sent invitation to bid, waiting on response
10/13/15 8:20AM	Lee Andrews Group, Inc	Fax	213-991-5016	Katharine David-Park	Sent invitation to bid, waiting on response
10/13/15 8:25AM	Moalej Builders, Inc	Fax	310-744-0106	N/A	Sent invitation to bid, waiting on response
10/13/15 8:25AM	National Demolition Contractors	Fax	310-832-4989	Jennifer Perry	Sent invitation to bid, waiting on response



## Section 3 Business Contact Log for documenting contact with: Section 3 & Local Businesses

**PROJECT:** Old Long Beach Courthouse Abatement and Demo

**COMPANY:** Environmental Construction Group, Inc.

This form must be submitted with the prime contractor's bid documents. This form must also be maintained during the entire period of construction for any contact with businesses.

Date/Time	Company	Mode of Contact	Contact Info	Contact Person	RESULTS OF CONVERSATION
Example: 1/12/06/ 2:00 p.m.	Example: ABC Contracting Co.	Example: Fax	Example: Fax: (562) 123-4567	Example: John Doe, Owner	Example: Fax was sent to John Doe contractor asking for their participation. John Doe called us and we inquired about their product experience. John Doe sent me a listing of their completed projects. This contractor thinks they may qualify as a Section 3 business.  We will include them as part of our proposed team.
10/13/15 6:30 AM	Onvia	Fax	206-373-8961	Source Management	Sent out invitation to bid, waiting on response
10/12/15 6:50 AM	Parpac Corp.	Fax	562-597-9952	Joel Parker	Sent out invitation to bid, waiting on response
10/13/15 8:45 AM	Precision Contracting	Fax	949-642-6665	Lauren Busichio	Sent out invitation to bid, waiting on response
10/12/15 9:00 AM	R Clapp Co. Inc	Fax	562-961-7608	Terri Clapp	Sent out invitation to bid, waiting on response
10/13/15 8:40 AM	Silverado Contractors, Inc	Fax	909-949-6815	Jeff Droubay	Sent out invitation to bid, waiting on response
10/13/15 8:30 AM	Southern California Soil & Testing, Inc	Fax	619-280-4717	Royce Parker	Sent out invitation to bid, waiting on response
10/12/15 9:00 AM	Statewide Protective Services, S.P.S.	Fax	310-691-0596	Jeff Roe	Sent out invitation to bid, waiting on response
10/13/15 9:00 AM	Sun-Lite Demolition Inc	Fax	323-534-9617	Samuel Morales	Sent out invitation to bid, waiting on response
10/13/15 8:30 AM	Tait & Associates Inc	Fax	714-560-8211	Christina Christensen	Sent out invitation to bid, waiting on response
10/13/15 8:30 AM	Telenet Voip, Inc	Fax	310-253-6800	Diane Goodman	Sent invitation to bid, waiting on response
10/13/15 8:45 AM	US Demolition Inc	Fax	714-695-9024	Anrad	Sent out invitation to bid, waiting on response
10/19/15 3:50 PM	Grant Mackay Company	Fax	801-972-6410	Jenna Morris	Sent out invitation to bid, waiting on response



Section 3 Business Contact Log for documenting contact with: Section 3 & Local Businesses

PROJECT: Old Long Beach Courthouse Abatement and Demo

COMPANY: Environmental Construction Group, Inc.

This form must be submitted with the prime contractor's bid documents. This form must also be maintained during the entire period of construction for any contact with businesses.

Date/Time	Company	Mode of Contact	Contact Info	Contact Person	RESULTS OF CONVERSATION
Example: 1/12/06/ 2:00 p.m.	Example: ABC Contracting Co.	Example:  Fax	Example:  Fax: (562) 123-4567	Example:  John Doe, Owner	Example:  Fax was sent to John Doe contractor asking for their participation. John Doe called us and we inquired about their product experience. John Doe sent me a listing of their completed projects. This contractor thinks they may qualify as a Section 3 business.  We will include them as part of our proposed team.
10/12/15 10/19/15 4:00 PM	Signet Testing Labs	Fax	714-778-4282	Jeff Roe	Attempted to contact twice, was unable to get through to someone
10/12/15 10/19/15 4:00 PM	West Coast Land Clearing	Fax	562-599-2787	David Thomas	Attempted to contact twice, was unable to get through to someone





## Section 3 Business Contact Log for documenting contact with: Local and Small Businesses

SECTION 3 BUSINESSES LOCATED ON OUR WEBSITE AT: [HTTP://WWW.LONGBEACH.GOV/PURCHASING/HUD.ASP](http://www.longbeach.gov/purchasing/hud.asp)

This form must be submitted with the prime contractor's bid documents. This form must also be maintained during the entire period of construction for any contact with businesses.

PROJECT: Old Long Beach Courthouse Abatement and Demo

COMPANY: Environmental Construction Group, Inc.

Date/Time	Company	Mode of Contact	Contact Info	Contact Person	RESULTS OF CONVERSATION
Example: 1/12/06/ 2:00 p.m.	Example: ABC Contracting Co.	Example: Fax	Example: Fax: (562) 123-4567	Example: John Doe, Owner	Example: Fax was sent to John Doe contractor asking for their participation. John Doe called us and we inquired about their product experience. John Doe sent me a listing of their completed projects. This contractor thinks they may qualify as a Section 3 business.  We will include them as part of our proposed team.
10/14/15 12:00 PM	Colbert Environmental Group Inc.	Phone	310-729-8031	Kimberly Colbert	Fax was sent, Kimberly called asking about bid. Going to email her back more information later.
10/15/15 2:00PM	Colbert Environmental Group Inc.	Email	kimberly@colbertgroup.com	Kimberly Colbert	Emailed Kimberly to send us a bid. Waiting on response
10/13/15 9:00 AM	Environmental Logistics	Fax	909-873-4142	Jim Goyich	Sent invitation to bid, waiting on response
10/14/15 3:45PM	Environmental Logistics	Fax	909-873-4142	Jim Goyich	Jim sent fax back saying he would like to bid
10/14/15 3:50PM	Environmental Logistics	Email	jimg@environmentallogistics.org	Jim Goyich	Responded to Jim to send us bid. Waiting on response
10/14/15 8:45AM	West Coast Lockers	Fax	951-346-3455	Chris Krause	Responded to initial invitation to bid and does not want to bid with us.
10/09/15 8:45AM	Advantage Demolition	Fax	813-882-0509	Kay'en Abowzid	Sent invitation to bid, waiting on response
10/13/15 8:45AM	Air Clean Environmental Inc.	Fax	323-725-8020	Alfred Delgado	Sent invitation to bid, waiting on response
10/13/15 8:15 AM	American Integrated Services, Inc.	Fax	310-522-0474	Lisa Huzenga	Sent invitation to bid, waiting on response
10/13/15 9:00 AM	Bayview Environmental Services, Inc.	Fax	510-562-6182	Dave Davis	Sent invitation to bid, waiting on response
10/9/15 8:30 AM	California Professional Engineering	Fax	626-810-1322	Van Nguyen	Sent invitation to bid, waiting on response
10/13/15 8:45 AM	Clauss Construction	Fax	619-390-4944	Paul Daly	Sent invitation to bid, waiting on response



## Section 3 Business Contact Log for documenting contact with: Section 3 & Local Businesses

**PROJECT:** Old Long Beach Courthouse Abatement & Demo

**COMPANY:** Environmental Construction Group, Inc.

This form must be submitted with the prime contractor's bid documents. This form must also be maintained during the entire period of construction for any contact with businesses.

Date/Time	Company	Mode of Contact	Contact Info	Contact Person	RESULTS OF CONVERSATION
Example: 1/12/06/ 2:00 p.m.	Example: ABC Contracting Co.	Example: Fax	Example: Fax: (562) 123-4567	Example: John Doe, Owner	Example: Fax was sent to John Doe contractor asking for their participation. John Doe called us and we inquired about their product experience. John Doe sent me a listing of their completed projects. This contractor thinks they may qualify as a Section 3 business.  We will include them as part of our proposed team.
10/19/15 3:50 PM	D'Leon Consulting Engineers	Fax	562-989-4509	Domingo Leon	Sent invitation to bid, waiting on response
10/13/15 8:30 AM	Standard Industries	Fax	805-643-6642	Nort Colbern	Sent invitation to bid, waiting on response
10/19/15 4:45 PM	TNT Electric Signs, Inc	Email	info@tntelectric signs.net	Tengly Tan	Emailed invitation to bid, waiting on a response
10/19/15 4:45 PM	Thomas Land Clearing Co.	Email	jesdbeel@verizon.net	Willie Thomas	Emailed invitation to bid, waiting on a response
10/19/15 4:45 PM	Ninyo & Moore	Email	nminquiries@ninyomoores.com	Gail Westmyer	Emailed invitation to bid, waiting on a response
10/20/15 11:30 AM	AMPCC Contracting, Inc.	Email	stiedeman@ampcccontracting.com	Sandy Tiedeman	Emailed invitation to bid, waiting on a response
10/20/15 9:30 AM	AMPCC Contracting, Inc.	Fax	949-955-2268	Corporate Headquarters	Sent invitation to bid, waiting on response
10/20/15 11:30 AM	Miller Environmental inc.	Email	heather@millerenvironmental.com	Heather Cline	Emailed invitation to bid, waiting on a response
10/20/15 8:30 AM	Miller Environmental Inc.	Fax	714-385-0011 714-912-1335 714-912-7504	N/A	Attempted to send out fax to all numbers, was unable to send through
10/13/15 10/16/15 8:14 AM	All Pro Fence Co.	Fax	310-763-2902	Gary Moore	Attempted to contact twice and was unable to reach someone to talk to
10/19/15 10/16/15 12:30 PM	Allied Inspection Service, Inc.	Fax	323-831-8889	Ismael Cordero	Attempted to contact twice and was unable to reach someone to talk to
10/13/15 10/16/15 12:30 PM	Argus Contracting, LP	Fax	562-422-8703	Rick Davidson	Attempted to contact twice and was unable to reach someone to talk to



# THE CITY OF LONG BEACH

## HUD SECTION 3 BUSINESS INFORMATION FORM

**PRIME Contractors:** This form must be submitted with the prime contractor's bid documents. **Subcontractors to the Prime:** If not available with bid documents, this form must be received by the City by the next working day.

*The sole purpose of this form is to calculate the number of Section 3 business enterprises working on construction projects. Please print or type.*

**COMPANY**

**NAME:** Environmental Construction Group, Inc.

**ADDRESS:** 3271 E. 19th Street

**CITY:** Signal Hill      **STATE:** CA      **ZIP CODE:** 90755

**TELEPHONE:** ( 562 ) 438-7999

**FORM COMPLETED BY:** Darrin E. McElroy

**SERVICE OR PRODUCT:** Demolition Services, Asbestos & Lead Abatement and Harzardous Materials Remediation

**IS 51% OR MORE OF YOUR BUSINESS OWNED BY SECTION 3 RESIDENTS?**      YES       NO

**IS AT LEAST 30% OF YOUR WORKFORCE (FULL TIME, PERMANENT STAFF) MADE UP OF SECTION 3 RESIDENTS OR WERE THEY SECTION 3 RESIDENTS WITHIN 3 YEARS OF THEIR FIRST DATE OF EMPLOYMENT?**      YES       NO

**SIGNATURE**

Darrin E. McElroy / Vice President

October 23, 2015

**DATE**

CITY OF LONG BEACH • DEPARTMENT OF FINANCIAL MANAGEMENT  
333 WEST OCEAN BOULEVARD, 7<sup>TH</sup> FL • LONG BEACH, CA 90802  
(562) 570-6200 FAX: (562) 499-1014

**ATTACHMENT J**

# What is a Section 3 Business?

Legal Definition:

Section 3 Business-A business entity formed in accordance with State law, and which is licensed under State, county, or municipal law to engage in the type of business activity for which it was formed **and**: A business that is 51 percent or more owned by Section 3 resident(s); **or** whose permanent, full-time employees include persons, at least 30 percent of whom are currently Section 3 residents who reside in the Los Angeles-Long Beach metropolitan statistical area, **or** within three years of the date of first employment with the business concern were Section 3 residents;

## Your Business is a Section 3 Business if...

**AND** You can answer yes to **ONE** of the following questions:

**YOUR BUSINESS WAS FORMED IN ACCORDANCE WITH STATE LAW, AND LICENSED TO ENGAGE IN THE TYPE OF BUSINESS ACTIVITY FOR WHICH IT WAS FORMED.**

✓ Is 51% of the Business owned by Section 3 Resident(s)?

**OR**

✓ Are 30% of the permanent, full-time employees currently Section 3 Residents who reside in the City of Los Angeles-Long Beach Metropolitan Statistical Area?

✓

**OR**

✓ Were 30% of the permanent, full-time employees, within 3 years of the date of first employment, Section 3 Residents who reside in the City of Long Beach Metropolitan Statistical Area?

For a definition of a Section 3 Resident, please see the attached sheet. For more information about Section 3 Requirements Contact:

City of Long Beach  
Business Relations Bureau  
333 W. Ocean Blvd., 7<sup>th</sup> Floor  
Long Beach, CA 90802  
(562) 570-6200  
[www.longbeach.gov/purchasing/hud.asp](http://www.longbeach.gov/purchasing/hud.asp)

# What is a Section 3 Resident?

## SECTION 3 RESIDENT

### **A Section 3 Person:**

A Section 3 person resides in the metropolitan area (city), where the Section 3 covered assistance is expended and whose household income does not exceed 80 percent of the median income for the area. Please see the chart below.

### **Section 3 Residents Income Restrictions**

<b>FAMILY SIZE</b>	<b>INCOME CRITERIA</b> (80% of Median or Less)
1	\$46,400
2	\$53,000
3	\$59,650
4	\$66,250
5	\$71,550
6	\$76,850
7	\$82,150
8	\$87,450

Los Angeles-Long Beach Area Median Family Income = **\$61,900\***

**(If your salary is currently or was, within the past three years, within these income levels you STILL qualify as a Section 3 Resident).**

If you have any questions regarding Section 3, please contact:

City of Long Beach  
Department of Financial Management  
Business Relations Bureau  
333 W. Ocean Blvd., 7<sup>th</sup> Floor  
Long Beach, CA 90802  
562.570.6200

\*Numbers are based on HUD FY 2013 Income Limits effective December 11, 2012.

**CERTIFICATION OF COMPLIANCE WITH THE  
EQUAL BENEFITS ORDINANCE**

Section 1. CONTRACTOR/VENDOR INFORMATION

Name: Environmental Construction Group, Inc. Federal Tax ID No. **REDACTED**  
Address: 3271 E. 19th Street  
City: Signal Hill State: CA ZIP: 90755  
Contact Person: Darrin E. McElroy Telephone: 562-438-7999  
Email: Darrin@ecgcorp.net Fax: 562-438-7997

Section 2. COMPLIANCE QUESTIONS

- A. The EBO is inapplicable to this Contract because the Contractor/Vendor has no employees.  Yes  No
- B. Does your company provide (or make available at the employees' expense) any employee benefits?  Yes  No  
(If "yes," proceed to Question C. If "no," proceed to section 5, as the EBO does not apply to you.)
- C. Does your company provide (or make available at the employees' expense) any benefits to the spouse of an employee?  
 Yes  No
- D. Does your company provide (or make available at the employees' expense) any benefits to the domestic partner of an employee?  
 Yes  No (If you answered "no" to both questions C and D, proceed to section 5, as the EBO is not applicable to this contract. If you answered "yes" to both Questions C and D, please continue to Question E. If you answered "yes" to Question C and "no" to Question D, please continue to section 3.)
- E. Are the benefits that are available to the spouse of an employee identical to the benefits that are available to the domestic partner of an employee?  
 Yes  No  
(If "yes," proceed to section 4, as you are in compliance with the EBO. If "no," continue to section 3.)

Section 3. PROVISIONAL COMPLIANCE

A. Contractor/Vendor is not in compliance with the EBO now but will comply by the following date:

\_\_\_\_\_ By the first effective date after the first open enrollment process following the contract start date, not to exceed two years, if the Contractor/Vendor submits evidence of taking reasonable measures to comply with the EBO; or

\_\_\_\_\_ At such time that the administrative steps can be taken to incorporate nondiscrimination in benefits in the Contractor/vendor's infrastructure, not to exceed three months; or

\_\_\_\_\_ Upon expiration of the contractor's current collective bargaining agreement(s).

B. If you have taken all reasonable measures to comply with the EBO but are unable to do so, do you agree to provide employees with a cash equivalent? (The cash equivalent is the amount of money your company pays for spousal benefits that are unavailable for domestic partners.)

\_\_\_\_\_ Yes \_\_\_\_\_ No

Section 4. REQUIRED DOCUMENTATION

At time of issuance of purchase order or contract award, you may be required by the City to provide documentation (copy of employee handbook, eligibility statement from your plans, insurance provider statement, etc.) to verify that you do not discriminate in the provision of benefits.

Section 5. CERTIFICATION

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that I am authorized to bind this entity contractually. By signing this certification, I further agree to comply with all additional obligations of the Equal Benefits Ordinance that are set forth in the Long Beach Municipal Code and in the terms of the contract or purchase order with the City.

Executed this 23rd day of October, 2015, at Signal Hill, CA

Name: Darrin E. McElroy Signature: \_\_\_\_\_

Title: President Federal Tax ID No.: REDACTED

## EQUAL BENEFITS ORDINANCE DISCLOSURE FORM

As a condition of being awarded a contract with the City of Long Beach ("City"), the selected Contractor/Vendor ("Contractor") may be required during the performance of the Contract, to comply with the City's nondiscrimination provisions of the Equal Benefits Ordinance ("EBO") set forth in the Long Beach Municipal Code section 2.73 et seq. The EBO requires that during the performance of the contract, the Contractor shall provide equal benefits to its employees with spouses and employees with domestic partners. Benefits include but are not limited to, health benefits, bereavement leave, family medical leave, membership and membership discounts, moving expenses, retirement benefits and travel benefits. A cash equivalent payment is permitted if an employer has made all reasonable efforts to provide domestic partners with access to benefits but is unable to do so. A situation in which a cash equivalent payment might be used if where the employer has difficulty finding an insurance provider that is willing to provide domestic partner benefits.

The EBO is applicable to the following employers:

- For-profit employers that have a contract with the City for the purchase of goods, services, public works or improvements and other construction projects in the amount of \$100,000 or more
- For-profit entities that generate \$350,000 or more in annual gross receipts leasing City property pursuant to a written agreement for a term exceeding 29 days in any calendar year

Contractors who are subject to the EBO must certify to the City before execution of the contract that they are in compliance with the EBO by completing the EBO Certification Form, attached, or that they have been issued a waiver by the City. Contractors must also allow authorized City representatives access to records so the City can verify compliance with the EBO.

The EBO includes provisions that address difficulties associated with implementing procedures to comply with the EBO. Contractors can delay implementation of procedures to comply with the EBO in the following circumstances:

- 1) By the first effective date after the first open enrollment process following the contract start date, not to exceed two years, if the Contractor/Vendor submits evidence of taking reasonable measures to comply with the EBO; or



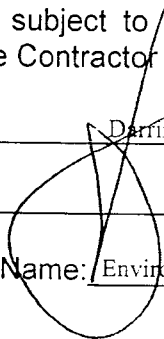
- 2) At such time that the administrative steps can be taken to incorporate nondiscrimination in benefits in the Contractor/Vendor's infrastructure, not to exceed three months; or
- 3) Upon expiration of the Contractor's current collective bargaining agreement(s).

Compliance with the EBO

If a Contractor has not received a waiver from complying with the EBO and the timeframe within which it can delay implementation has expired but it has failed to comply with the EBO, the Contractor may be deemed to be in material breach of the Contract. In the event of a material breach, the City may cancel, terminate or suspend the City agreement, in whole or in part. The City also may deem the Contractor an irresponsible bidder and disqualify the Contractor from contracting with the City for a period of three years. In addition, the City may assess liquidated damages against the Contractor which may be deducted from money otherwise due the Contractor. The City may also pursue any other remedies available at law or in equity.

By my signature below, I acknowledge that the Contractor understands that to the extent it is subject to the provisions of the Long Beach Municipal Code section 2.73, the Contractor shall comply with this provision.

Printed Name: Darin E. McElroy Title: President

Signature:  Date: October 23, 2015

Business Entity Name: Environmental Construction Group, Inc.

**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:

Environmental Construction Group, Inc.

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

Darrin E. McElroy

Title: President

Date: October 23, 2015

**EXHIBIT D**

INFORMATION TO COMPLY WITH LABOR CODE SEC. 2810

To comply with Labor Code Sec. 2810, Contractor shall complete and submit this Information Sheet which shall be incorporated into and be a part of the Contract:

- 1) Workers' Compensation Insurance:
  - A. Policy Number: ECP201235911
  - B. Name of Insurer (**NOT** Broker): Nautilus Insurance Co.
  - C. Address of Insurer: 7233 E. Butherus Dr., Scottsdale, AZ 85260
  - D. Telephone Number of Insurer: 480-951-0905
  
- 2) For vehicles owned by Contractor and used in performing work under this Contract:
  - A. VIN (Vehicle Identification Number): VKDB4B1R81J801823
  - B. Automobile Liability Insurance Policy Number: BAO1656173074
  - C. Name of Insurer (**NOT** Broker): Ohio Casualty Insurance Co.
  - D. Address of Insurer: 9450 Seward Road
  - E. Telephone Number of Insurer: Fairfield, OH 45014
  
- 3) Address of Property used to house workers on this Contract, if any: N/A
  
- 4) Estimated total number of workers to be employed on this Contract: 60-70
  
- 5) Estimated total wages to be paid those workers: 2,400,000.00
  
- 6) Dates (or schedule) when those wages will be paid: Weekly
  
- 7) (Describe schedule: For example, weekly or every other week or monthly)  
Estimated total number of independent contractors to be used on this Contract: None
  
- 8) Taxpayer's Identification Number: REDACTED

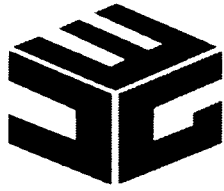
EXHIBIT 3

# EXHIBIT “D”

List of Subcontractors:



# EXHIBIT “E”



# environmental**construction**

G R O U P , I N C .

## LETTER OF ASSENT

PLA Administrator  
City of Long Beach  
333 West Ocean Boulevard, 3<sup>rd</sup> Floor  
Long Beach, CA 90802

RE: Project Labor Agreement – Letter of Assent

Dear Sir,

This is to confirm that Environmental Construction Group, Inc. agrees to be party to and bound by the City of Long Beach Project Labor Agreement effective May 22, 2015, as such Agreement may, from time to time, be amended by the negotiating parties or interpreted pursuant to its terms. Such obligation to be a party and bound by this Agreement shall extend to all work covered by the agreement undertaken by this Company on the project and this Company shall require all of its contractors and subcontractors of whatever tier to be similarly bound for all work within the scope of the Agreement by signing and furnishing to you an identical letter of assent prior to their commencement of work.

Sincerely,

Environmental Construction Group, Inc.

By: \_\_\_\_\_  
Darrin E. McElroy, President

# APPENDIX “A”



BOE-400-DP (FRONT) REV 2. (8-05)  
**APPLICATION FOR  
 USE TAX DIRECT PAYMENT PERMIT**

STATE OF CALIFORNIA  
 BOARD OF EQUALIZATION

*Please type or print clearly. Read instructions on reverse before completing this form.*

**SECTION I – BUSINESS INFORMATION**

NAME OF BUSINESS OR GOVERNMENTAL ENTITY	SALES/USE TAX PERMIT NUMBER
BUSINESS ADDRESS (street)	CONSUMER USE TAX ACCOUNT NUMBER
CITY, STATE, & ZIP CODE	If applicant is applying for either a sales/use tax permit or a consumer use tax account in addition to a use tax direct payment permit check here <input type="checkbox"/>
MAILING ADDRESS (street address or po box if different from business address)	
CITY, STATE, & ZIP CODE	NAME UNDER WHICH BUSINESS IS TO BE TRANSACTED IF DIFFERENT THAN ABOVE

**SECTION II – MULTIPLE BUSINESS LOCATIONS**

*LIST BELOW THE BUSINESS AND MAILING ADDRESSES OF ALL LOCATIONS WHERE PROPERTY PURCHASED UNDER A USE TAX DIRECT PAYMENT CERTIFICATE WILL BE USED. IF ADDITIONAL SPACE IS NEEDED, ATTACH A SEPARATE SHEET*

1. BUSINESS ADDRESS	4. BUSINESS ADDRESS
MAILING ADDRESS	MAILING ADDRESS
2. BUSINESS ADDRESS	5. BUSINESS ADDRESS
MAILING ADDRESS	MAILING ADDRESS
3. BUSINESS ADDRESS	6. BUSINESS ADDRESS
MAILING ADDRESS	MAILING ADDRESS

**SECTION III – CERTIFICATION STATEMENT**

I hereby certify that I qualify for a Use Tax Direct Payment Permit for the following reason: *(Please check one of the following)*

I have purchased or leased for my own use tangible personal property subject to use tax at a cost of five hundred thousand dollars (\$500,000) or more in the aggregate, during the calendar year immediately preceding this application for the permit. I have attached a "Statement of Cash Flows" or other comparable financial statements acceptable to the Board for the calendar year immediately preceding the date of application and a separate statement attesting that the qualifying purchases were purchases that were subject to use tax.

I am a county, city, city and county, or redevelopment agency.

I also agree to self-assess and pay directly to the Board of Equalization any use tax liability incurred pursuant to my use of a Use Tax Direct Payment Permit.

*The above statements are hereby certified to be correct to the knowledge and belief of the undersigned, who is duly authorized to sign this application.*

SIGNATURE	TITLE
NAME (typed or printed)	DATE

*(See reverse side for general information and filing instructions)*

## USE TAX DIRECT PAYMENT PERMIT (General Information and Filing Instructions)

Revenue and Taxation Code section 7051.3 authorizes the State Board of Equalization to issue a *Use Tax Direct Payment Permit* to qualified applicants. This permit allows purchasers and lessees of tangible personal property (other than lessees of motor vehicles the lease of which is subject to the terms of section 7205.1 of the Sales and Use Tax Law) to self-assess and pay use taxes directly to the Board instead of to the vendor or lessor from whom the property is purchased or leased.

Permit holders will be provided with a *Use Tax Direct Payment Exemption Certificate* which they can issue to retailers and lessors when they purchase tangible personal property subject to use tax or make qualified leases of tangible personal property. Vendors who timely take the certificate in good faith from a permit holder are relieved of the duty to collect use taxes on the sales for which the certificate was issued. Permit holders who acquire property under a certificate must self-assess and report the use taxes directly to the Board on their tax returns, and allocate the local taxes to the county, city, city and county, or redevelopment agency in which the property is first used. Permit holders who fail to properly pay any use taxes that are due on property for which a certificate was given are subject to interest and penalties assessments in addition to their tax liability.

To qualify for a *Use Tax Direct Payment Permit*, an applicant must meet the following conditions:

- (1) The applicant must agree to self-assess and pay directly to the Board any use tax which is due on property for which a use tax direct payment exemption certificate was given; and
- (2) The applicant must certify to the Board either of the following:
  - (A) The applicant has purchased or leased for its own use tangible personal property subject to use tax which cost five hundred thousand dollars (\$500,000) or more in the aggregate, during the calendar year immediately preceding the application for the permit; or
  - (B) The applicant is a county, city, city and county, or redevelopment agency.

Persons wishing to obtain a use tax direct payment permit must be pre-qualified and either hold a California seller's permit or a consumer use tax account.

Persons other than governmental entities who currently hold either a California seller's permit or a consumer use tax account must complete the application for a *Use Tax Direct Payment Permit*, sign the certification statement attesting that they qualify for a permit under conditions of Part (2)(A) above, and submit a "Statement of Cash Flows" or other comparable financial statements acceptable to the board for the calendar year immediately preceding the date of application which discloses total purchases of property and equipment for own use and a separate statement under company letterhead certifying that five hundred thousand dollars (\$500,000) or more of such purchases were subject to use tax.

Persons other than governmental entities who are not required to hold a seller's permit and who do not currently hold a consumer use tax account must obtain a consumer use tax account and then complete the application for a *Use Tax Direct Payment Permit*, sign the certification statement attesting that they qualify for a permit under the conditions of Part (2)(A) above and submit a "Statement of Cash Flows" or other comparable financial statements acceptable to the board for the calendar year immediately preceding the date of application which discloses total purchases of property and equipment for own use and a separate statement under company letterhead certifying that five hundred thousand dollars (\$500,000) or more of such purchases were subject to use tax.

Governmental entities who currently hold either a California seller's permit or a consumer use tax account must complete the application for a *Use Tax Direct Payment Permit*, sign the certification statement attesting that they qualify for a permit under the conditions of Part (2)(B) above, and submit an additional statement to that effect under official letterhead and signed by an authorized governmental representative.

Governmental entities who do not hold a California seller's permit or a consumer use tax account must obtain a consumer use tax account and then complete the application for a *Use Tax Direct Payment Permit*, sign the certification statement attesting that they qualify for a permit under the conditions of Part (2)(B) above, and submit an additional statement to that effect under official letterhead and signed by an authorized governmental representative.

The completed *Application for Use Tax Direct Payment Permit*, certification statement, and qualifying documentation should be returned to the address shown below. Upon determination that the applicant qualifies, a *Use Tax Direct Payment Permit* and a *Use Tax Direct Payment Exemption Certificate* will be mailed to the applicant.

If you would like additional information regarding the *Use Tax Direct Payment Permit* or need assistance in completing this application, you can call 916-445-5167, or write to the Board of Equalization, Compliance Policy Unit, P.O. Box 942879, Sacramento, CA 94279-0040.

LABOR AND MATERIAL BOND

KNOW ALL MEN BY THESE PRESENTS: That we, ENVIRONMENTAL CONSTRUCTION GROUP, INC., a California corporation, as PRINCIPAL, and \_\_\_\_\_, located at \_\_\_\_\_, a corporation, incorporated under the laws of the State of \_\_\_\_\_, admitted as a surety in the State of California, and authorized to transact business in the State of California, as SURETY, are held and firmly bound unto the CITY OF LONG BEACH, a municipal corporation, in the sum of THREE MILLION SIX HUNDRED NINETY THOUSAND DOLLARS (\$3,690,000), lawful money of the United States of America, for the payment of which sum, well and truly to be made, we bind ourselves, our respective heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT:

WHEREAS, said Principal has been awarded and is about to enter the annexed contract (incorporated herein by this reference) with said City of Long Beach for the City of Long Beach Old Court House Abatement is required by law and by said City to give this bond in connection with the execution of said contract;

NOW, THEREFORE, if said Principal, as Contractor of said contract, or any subcontractor of said Principal, fails to pay for any materials, provisions, equipment, or other supplies, used in upon, for or about the performance of the work contracted to be done, or for any work or labor done thereon, of any kind, or for amounts due under the Unemployment Insurance Act, during the original term of said contract and any extensions thereof, and during the life of any guaranty required under the contract, or shall fail to pay for any materials, provisions, equipment, or other supplies, used in, upon, for or about the performance of the work to be done under any authorized modifications of said contract that may hereafter be made, or for any work or labor done of any kind, or for amounts due under the Unemployment Insurance Act, under said modification, said Surety will pay the same in an amount not exceeding the sum of money hereinabove specified and, in case suit is brought upon this bond, a reasonable attorney's fee, to be fixed by the court; otherwise this obligation shall be void;

PROVIDED, that any modifications, alterations or changes which may be made in said contract, or in any of the work or labor required to be done thereunder, or in any of the materials, provisions, equipment, or other supplies required to be furnished pursuant to said contract, or the giving by the City of any extension of time for the performance of said contract, or the giving of any other forbearance upon the part of either the City or the Principal to the other, shall not in any way release the Principal or Surety, or either of them, or their respective heirs, administrators, executors, successors or assigns, from any liability arising hereunder, and notice to the Surety of any such modifications, alterations, changes, extensions or forbearances is hereby waived. No premature payment by said City to said Principal shall release or exonerate the Surety, unless the officer of the City ordering the payment shall have actual notice at the time the order is made that the payment is in fact premature, and then only to the extent that such payment shall result in actual loss to the Surety, but in no event in an amount more than the amount of such premature payment.

This Bond shall inure to the benefit of any and all persons, companies and corporations entitled by law to file claims so as to give a right of action to them or their assigns in any suit brought upon this bond.

IN WITNESS WHEREOF, the above-named Principal and Surety have executed, or caused to be executed, this instrument with all of the formalities required by law on this \_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
Contractor

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Approved as to form this \_\_\_\_ day  
of \_\_\_\_\_, 2015.

CHARLES PARKIN, City Attorney

By: \_\_\_\_\_

Deputy City Attorney

\_\_\_\_\_  
SURETY, admitted in California

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Telephone: \_\_\_\_\_

Approved as to sufficiency this \_\_\_\_ day  
of \_\_\_\_\_, 2015.

By: \_\_\_\_\_

City Manager/City Engineer

- NOTE: 1. Execution of the bond must be acknowledged by both PRINCIPAL and SURETY before a Notary Public and a Notary's certificate of acknowledgment must be attached.
2. A corporation must execute the bond by 2 authorized officers or, if executed by a person not listed in Sec. 313, Calif. Corp. Code, then a certified copy of a resolution of its Board of Directors authorizing execution must be attached.

BOND FOR FAITHFUL PERFORMANCE

KNOW ALL MEN BY THESE PRESENTS: That we, ENVIRONMENTAL CONSTRUCTION GROUP, INC., a California corporation, as PRINCIPAL, and \_\_\_\_\_, located at \_\_\_\_\_, a corporation, incorporated under the laws of the State of \_\_\_\_\_, admitted as a surety in the State of California, and authorized to transact business in the State of California, as SURETY, are held and firmly bound unto the CITY OF LONG BEACH, CALIFORNIA, a municipal corporation, in the sum of THREE MILLION SIX HUNDRED NINETY THOUSAND DOLLARS (\$3,690,000), lawful money of the United States of America, for the payment of which sum, well and truly to be made, we bind ourselves, our respective heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT:

WHEREAS, said Principal has been awarded and is about to enter the annexed contract (incorporated herein by this reference) with said City of Long Beach for the City of Long Beach Old Court House Abatement and is required by said City to give this bond in connection with the execution of said contract;

NOW, THEREFORE, if said Principal shall well and truly keep and faithfully perform all of the covenants, conditions, agreements and obligations of said contract on said Principal's part to be kept, done and performed, at the times and in the manner specified therein, then this obligation shall be null and void, otherwise it shall be and remain in full force and effect;

PROVIDED, that any modifications, alterations or changes which may be made in said contract, or in the work to be done, or in the services to be rendered, or in any materials or articles to be furnished pursuant to said contract, or the giving by the City of any extension of time for the performance of said contract, or the giving of any other forbearance upon the part of either the City or the Principal to the other, shall not in any way release the Principal or the Surety, or either of them, or their respective heirs, administrators, executors, successors or assigns, from any liability arising hereunder, and notice to the Surety of any such modifications, alterations, changes, extensions or forbearances is hereby waived. No premature payment by said City to said Principal shall release or exonerate the Surety, unless the officer of said City ordering the payment shall have actual notice at the time the order is made that such payment is in fact premature, and then only to the extent that such payment shall result in actual loss to the Surety, but in no event in an amount more than the amount of such premature payment.

IN WITNESS WHEREOF, the above-named Principal and Surety have executed, or caused to be executed, this instrument with all of the formalities required by law on this \_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
Contractor

\_\_\_\_\_  
SURETY, admitted in California

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Telephone: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Approved as to form this \_\_\_\_ day  
of \_\_\_\_\_, 2015.

Approved as to sufficiency this \_\_\_\_ day  
of \_\_\_\_\_, 2015.

CHARLES PARKIN, City Attorney

By: \_\_\_\_\_  
Deputy City Attorney

By: \_\_\_\_\_  
City Manager/City Engineer

- NOTE: 1. Execution of the bond must be acknowledged by both PRINCIPAL and SURETY before a Notary Public and a Notary's certificate of acknowledgment must be attached.  
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