

**AGREEMENT WITH J&G INDUSTRIES, INC.,  
TO PROVIDE CITY-WIDE ON-CALL DEMOLITION SERVICES  
FOR THE CITY OF SANTA ANA**

THIS AGREEMENT is made and entered into on this 15<sup>th</sup> day of April, 2025 by and between J&G Industries, Inc., a California corporation ("Contractor"), and the City of Santa Ana, a charter city and municipal corporation organized and existing under the Constitution and laws of the State of California ("City").

**RECITALS**

- A. On February 21, 2025, the City issued Request for Proposal No. 25-027, by which it sought a qualified contractor to provide on-call demolition services for the City's Planning and Building Agency for City-wide nuisance abatement.
- B. Contractor submitted a responsive proposal that was among those selected by the City. Contractor represents that it is able and willing to provide the services described in the scope of work that was included in RFP No. 25-027.
- C. In undertaking the performance of this Agreement, Contractor represents that it is knowledgeable in its field and that any services performed by Contractor under this Agreement will be performed in compliance with such standards as may reasonably be expected from a professional consulting firm in the field.

**NOW THEREFORE**, in consideration of the mutual and respective promises, and subject to the terms and conditions hereinafter set forth, the parties agree as follows:

**1. SCOPE OF SERVICES**

- a. On an on-call basis, and at the City's sole discretion, Contractor shall perform the services described in the scope of work that was included in RFP No. 25-027, which is attached as **Exhibit A**, and as more specifically delineated in Contractor's proposal, which is attached as **Exhibit B** and incorporated in full.
- b. Contractor shall provide advance written notice of the scheduled demolition to all property owners, tenants, and businesses located near or adjacent, as defined below, to the demolition site.
  - (1) For the purposes of this Agreement, "near or adjacent" shall mean properties and tenant suites located on properties abutting the subject demolition site, next to the property, and directly across a roadway or alley.
  - (2) Such notice shall be issued as follows:
    - i. **10-Day Notification.** A written notice shall be provided no less than 10 calendar days prior to the commencement of demolition activities. This notice

shall include:

- (a). The address of the property to be demolished.
  - (b). The anticipated start and end dates for the demolition work.
  - (c). A description of potential impacts, such as noise, dust, or road closures, along with mitigation measures.
  - (d). Contact information for the Contractor and the City of Santa Ana Code Enforcement Division.
- ii. **3-Day Notification.** A follow-up written notice shall be issued no less than three (3) calendar days prior to the commencement of demolition activities. This notice shall reiterate the details provided in the 10-Day Notification and confirm any updates to the schedule or project details.
- (3) All notifications pursuant to this Agreement must be delivered through methods reasonably calculated to ensure receipt, including direct mail, hand delivery, door hangers, or other communication methods agreed and approved, in a signed writing, by the Executive Director of the Planning and Building Agency, or their designee. The Contractor shall maintain records of all notifications and provide copies to the City upon request.
- (4) Signage must comply with the following:
- i. Temporary signage must be posted if street closure and any public right of way will be affected. Temporary signage shall consist of parking signs, directional signs, or other traffic control signs, and be installed ten (10) days before the commencement of demolition activities.
  - ii. All temporary signs must be reviewed and approved, in a signed writing, by the Executive Director of the Public Works Agency or their designee prior to posting. Failure to comply with these notifications requirements may result in termination and any cost recovery to complete the demolition project.

## 2. **COMPENSATION**

- a. City neither warrants nor guarantees any minimum or maximum compensation to Contractor under this Agreement. Contractor shall be paid only for actual services performed under this Agreement at the rates and charges identified in **Exhibit B**. Contractor is one of four (4) contractors selected to provide demolition services on an on-call basis under RFP No. 25-027. The total compensation for these services provided by all such contractors selected under RFP 25-027 shall not exceed the shared aggregate amount of Six Hundred Thousand Dollars and Zero Cents (**\$600,000**) during the term of the Agreement, including any extension periods.

- b. Payment by City shall be made at net thirty (30) days following completion of the demolition project, subject to City accounting procedures. City and Contractor agree that all payments due and owing under this Agreement shall be made through Automated Clearing House (ACH) transfers. Contractor agrees to execute the City's standard ACH Vendor Payment Authorization and provide required documentation. Upon verification of the data provided, the City will be authorized to deposit payments directly into Contractor's account(s) with financial institutions.
- c. Payment need not be made for work which fails to meet the standards of performance set forth in the Recitals which may reasonably be expected by City.

### **3. TERM**

This Agreement shall commence on the date first written above for a three (3) year term, with the option for the City to grant up to two (2) one-year renewals, exercisable by a writing by the City Manager and the City Attorney, unless terminated earlier in accordance with Section 16, below.

### **4. PREVAILING WAGES**

Contractor is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. If the services being performed are part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and the total compensation is \$1,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws. Contractor shall defend, indemnify and hold the City, its elected officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

### **5. INDEPENDENT CONTRACTOR**

Contractor shall, during the entire term of this Agreement, be construed to be an independent contractor and not an employee of the City. This Agreement is not intended nor shall it be construed to create an employer-employee relationship, a joint venture relationship, or to allow the City to exercise discretion or control over the professional manner in which Contractor performs the services which are the subject matter of this Agreement; however, the services to be provided by Contractor shall be provided in a manner consistent with all applicable standards and regulations governing such services. Contractor shall pay all salaries and wages, employer's social security taxes, unemployment insurance and similar taxes relating to employees and shall be responsible for all applicable withholding taxes.

### **6. OWNERSHIP OF MATERIALS**

This Agreement creates a non-exclusive and perpetual license for City to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or

otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Contractor under this Agreement ("Documents & Data"). Contractor shall require all subcontractors to agree in writing that City is granted a non-exclusive and perpetual license for any Documents & Data the subcontractor prepares under this Agreement. Contractor represents and warrants that Contractor has the legal right to license any and all Documents & Data. Contractor makes no such representation and warranty in regard to Documents & Data which were provided to Contractor by the City. City shall not be limited in any way in its use of the Documents and Data at any time, provided that any such use not within the purposes intended by this Agreement shall be at City's sole risk.

## 7. INSURANCE

Prior to undertaking performance of work under this Agreement, Contractor shall maintain and shall require its subcontractors, if any, to obtain and maintain insurance as described below:

### a. Minimum Scope and Limit of Insurance

1. **Commercial General Liability (CGL).** Insurance Services Office ("ISO") Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$2,000,000 per occurrence and \$4,000,000 aggregate. Umbrella and excess insurance policies can be used to meet the required limits.
2. **Automobile Liability (AL).** ISO Form CA 00 01 covering Code 1 (any auto), with combined single limits of \$2,000,000.
3. **Workers' Compensation.** As required by the State of California, with statutory limits, and employer's liability insurance with limit of no less than \$1,000,000 per accident, per employee, per policy for bodily injury or disease.
4. **Pollution Legal Liability and/or Error and Omissions (PLL).** With limits no less than \$1,000,000 per occurrence or claim, and \$2,000,000 policy aggregate.
5. **Professional Liability Insurance (Errors & Omissions).** With limits no less than \$1,000,000 per occurrence or claim, and \$2,000,000 aggregate.
6. **Broader Coverage.** These insurance requirements shall not in any way act to reduce coverage that is broader or includes higher limits than the minimums shown above. If the Contractor maintains broader coverage and/or higher limits than the minimums shown above, the City requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

### b. Other Insurance Provisions

The above required insurance policies are to contain or be endorsed to contain the following provisions:

1. **Additional Insured Status.** The City, its City Council, its officers, officials, employees, agents, and volunteers are to be covered as additional insureds on the CGL and AL policies with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. Additional insured status can be provided in the form of an endorsement to Contractor's insurance.
  2. **Waiver of Subrogation.** Contractor shall require its insurance company(ies) to waive all rights of subrogation against City of Santa Ana, its City Council, its officers, officials, employees, agents, and volunteers for losses paid under the terms of any policy which arise from performed by Contractor for City. Contractor agrees to obtain any endorsement(s) that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not City has received a waiver of subrogation endorsement from any insurer(s).
  3. **Primary Coverage.** For any claims related to this contract, the Contractor's insurance coverage shall be primary and any insurance or self-insurance maintained by City, its City Council, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
  4. **Severability.** A severability of interest provision must apply for all the additional insureds, ensuring that Contractor's insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the insurer's limits of liability.
  5. **Notice of Cancellation.** Insurance policy(ies) herein shall provide that coverage shall not be canceled, suspended, voided, reduced in coverage or in limits, non-renewed by the carrier, or materially changed except after thirty (30) days prior written notice has been given to City. Ten (10) days prior written notice shall be provided to City for policy cancellation or non-renewal due to non-payment.
  6. **Certificate Holder.** The Certificate Holder on each Evidence of the Insurance certificate shall be: City of Santa Ana, Attn: **(name of department staff responsible for Agreement)**, 20 Civic Center Plaza M-XX **(responsible staff's department mail box)**, Santa Ana, CA 92701.
- c. **Self-Insured Retentions.** Self-insured retentions must be declared to and approved by the City. City may require Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.
- d. **Acceptability of Insurers.** Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City.

- e. **Verification of Coverage.** Contractor shall furnish the City with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause). A statement on a Certificate(s)/Evidence of insurance will not be accepted in lieu of the actual endorsements required herein. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them.

The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

- f. **Claims Made Policies.** If any of the required policies provide coverage on a claims-made form:

1. The retroactive date must be shown and must be before the execution date of the Agreement.
2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of work.
3. If coverage is cancelled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective date, Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of work.
4. A copy of the claims reporting requirements must be submitted to City.

- g. **Subcontractors.** Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements statement herein, and Contractor shall ensure that City is an additional insured on insurance required from subcontractors. For CGL coverage, sub-contractors shall provide coverage with a form at least as broad as CG 20 38 04 13.

- h. **Failure to Maintain Insurance Coverage.** If Contractor, for any reason, fails to maintain insurance coverage which is required pursuant to this Agreement, the same shall be deemed a material breach of the Agreement. City at its sole option, may terminate this Agreement at any time and obtain damages from Contractor resulting from said breach.

- i. **Special Risks or Circumstances.** City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

## 8. INDEMNIFICATION

Contractor agrees to defend, and shall indemnify and hold harmless the City, its officers, agents, employees, contractors, special counsel, and representatives from liability: (1) for personal injury,

damages, just compensation, restitution, judicial or equitable relief arising out of claims for personal injury, including death, and claims for property damage, which may arise from the negligent operations of the Contractor, its subcontractors, agents, employees, or other persons acting on its behalf which relates to the services described in section 1 of this Agreement; and (2) from any claim that personal injury, damages, just compensation, restitution, judicial or equitable relief is due by reason of the terms of or effects arising from this Agreement. This indemnity and hold harmless agreement applies to all claims for damages, just compensation, restitution, judicial or equitable relief suffered, or alleged to have been suffered, by reason of the events referred to in this Section or by reason of the terms of, or effects, arising from this Agreement. The Contractor further agrees to indemnify, hold harmless, and pay all costs for the defense of the City, including fees and costs for special counsel to be selected by the City, regarding any action by a third party challenging the validity of this Agreement, or asserting that personal injury, damages, just compensation, restitution, judicial or equitable relief due to personal or property rights arises by reason of the terms of, or effects arising from this Agreement. City may make all reasonable decisions with respect to its representation in any legal proceeding. Notwithstanding the foregoing, to the extent Contractor's services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Contractor.

#### **9. INTELLECTUAL PROPERTY INDEMNIFICATION**

Contractor shall defend and indemnify the City, its officers, agents, representatives, and employees against any and all liability, including costs, for infringement of any United States' letters patent, trademark, or copyright infringement, including costs, contained in the work product or documents provided by Contractor to the City pursuant to this Agreement.

#### **10. RECORDS**

Contractor shall keep records and invoices in connection with the work to be performed under this Agreement. Contractor shall maintain complete and accurate records with respect to the costs incurred under this Agreement and any services, expenditures, and disbursements charged to the City for a minimum period of three (3) years, or for any longer period required by law, from the date of final payment to Contractor under this Agreement. All such records and invoices shall be clearly identifiable. Contractor shall allow a representative of the City to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement during regular business hours. Contractor shall allow inspection of all work, data, documents, proceedings, and activities related to this Agreement for a period of three (3) years from the date of final payment to Contractor under this Agreement.

#### **11. CONFIDENTIALITY**

If Contractor receives from the City information which due to the nature of such information is reasonably understood to be confidential and/or proprietary, Contractor agrees that it shall not use or disclose such information except in the performance of this Agreement, and further agrees to exercise the same degree of care it uses to protect its own information of like importance, but in no event less than reasonable care. "Confidential Information" shall include all nonpublic information. Confidential information includes not only written information, but also information transferred orally, visually, electronically, or by other means. Confidential information disclosed to either party by any subsidiary

and/or agent of the other party is covered by this Agreement. The foregoing obligations of non-use and nondisclosure shall not apply to any information that (a) has been disclosed in publicly available sources; (b) is, through no fault of the Contractor disclosed in a publicly available source; (c) is in rightful possession of the Contractor without an obligation of confidentiality; (d) is required to be disclosed by operation of law; or (e) is independently developed by the Contractor without reference to information disclosed by the City.

#### **12. CONFLICT OF INTEREST CLAUSE**

Contractor covenants that it presently has no interests and shall not have interests, direct or indirect, which would conflict in any manner with performance of services specified under this Agreement.

#### **13. NON-DISCRIMINATION**

Contractor shall not discriminate because of race, color, creed, religion, sex, marital status, sexual orientation, gender identity, gender expression, gender, medical conditions, genetic information, or military and veteran status, age, national origin, ancestry, or disability, as defined and prohibited by applicable law, in the recruitment, selection, teaching, training, utilization, promotion, termination or other employment related activities or any services provided under this Agreement. Contractor affirms that it is an equal opportunity employer and shall comply with all applicable federal, state and local laws and regulations.

#### **14. EXCLUSIVITY AND AMENDMENT**

This Agreement represents the complete and exclusive statement between the City and Contractor, and supersedes any and all other agreements, oral or written, between the parties. In the event of a conflict between the terms of this Agreement and any attachments hereto, the terms of this Agreement shall prevail. This Agreement may not be modified except by written instrument signed by the City and by an authorized representative of Contractor. The parties agree that any terms or conditions of any purchase order or other instrument that are inconsistent with, or in addition to, the terms and conditions hereof, shall not bind or obligate Contractor or the City. Each party to this Agreement acknowledges that no representations, inducements, promises or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which is not embodied herein.

#### **15. ASSIGNMENT**

Inasmuch as this Agreement is intended to secure the specialized services of Contractor, Contractor may not assign, transfer, delegate, or subcontract any interest herein without the prior written consent of the City and any such assignment, transfer, delegation or subcontract without the City's prior written consent shall be considered null and void. Nothing in this Agreement shall be construed to limit the City's ability to have any of the services which are the subject to this Agreement performed by City personnel or by other contractors retained by City.

#### **16. TERMINATION**

This Agreement may be terminated by the City upon thirty (30) days written notice of termination.

In such event, Contractor shall be entitled to receive and the City shall pay Contractor compensation for all services performed by Contractor prior to receipt of such notice of termination, subject to the following conditions:

- a. As a condition of such payment, the Executive Director may require Contractor to deliver to the City all work product(s) completed as of such date, and in such case such work product shall be the property of the City unless prohibited by law, and Contractor consents to the City's use thereof for such purposes as the City deems appropriate.
- b. Payment need not be made for work which fails to meet the standard of performance specified in the Recitals of this Agreement.

#### **17. WAIVER**

No waiver of breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this Agreement shall be effective unless it is in writing and signed by the party waiving the breach, failure, right or remedy. No waiver of any breach, failure or right, or remedy shall be deemed a waiver of any other breach, failure, right or remedy, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies.

#### **18. JURISDICTION - VENUE**

This Agreement has been executed and delivered in the State of California and the validity, interpretation, performance, and enforcement of any of the clauses of this Agreement shall be determined and governed by the laws of the State of California. Both parties further agree that Orange County, California, shall be the venue for any action or proceeding that may be brought or arise out of, in connection with or by reason of this Agreement.

#### **19. PROFESSIONAL LICENSES**

Contractor shall, throughout the term of this Agreement, maintain all necessary licenses, permits, approvals, waivers, and exemptions necessary for the provision of the services hereunder and required by the laws and regulations of the United States, the State of California, the City of Santa Ana and all other governmental agencies. Contractor shall notify the City immediately and in writing of its inability to obtain or maintain such permits, licenses, approvals, waivers, and exemptions. Said inability shall be cause for termination of this Agreement.

#### **20. MISCELLANEOUS PROVISIONS**

- a. Each undersigned represents and warrants that its signature herein below has the power, authority and right to bind their respective parties to each of the terms of this Agreement, and shall indemnify City fully, including reasonable costs and attorney's fees, for any injuries or damages to City in the event that such authority or power is not, in fact, held by the signatory or is withdrawn.
- b. All Exhibits referenced herein and attached hereto shall be incorporated as if fully set forth in the body of this Agreement.

**21. NOTICE**

Any notice, tender, demand, delivery, or other communication pursuant to this Agreement shall be in writing and shall be deemed to be properly given if delivered in person or mailed by first class or certified mail, postage prepaid, or sent by fax or other telegraphic communication in the manner provided in this Section, to the following persons:

To City:

City Clerk  
City of Santa Ana  
20 Civic Center Plaza (M-30)  
P.O. Box 1988  
Santa Ana, CA 92702-1988  
Fax: 714- 647-6956

With courtesy copies to:

Executive Director, Planning and Building Agency  
City of Santa Ana  
20 Civic Center Plaza (M-20)  
P.O. Box 1988  
Santa Ana, California 92702  
Fax: 714-647-5635

To Contractor:

J&G Industries, Inc.  
Attn: Jim Cain, President  
18627 Brookhurst St. #302  
Fountain Valley, CA 92708  
Fax: 714-903-2003

A party may change its address by giving notice in writing to the other party. Thereafter, any communication shall be addressed and transmitted to the new address. If sent by mail, communication shall be effective or deemed to have been given three (3) days after it has been deposited in the United States mail, duly registered or certified, with postage prepaid, and addressed as set forth above. If sent by fax, communication shall be effective or deemed to have been given twenty-four (24) hours after the time set forth on the transmission report issued by the transmitting facsimile machine, addressed as set forth above. For purposes of calculating these time frames, weekends, federal, state, County or City holidays shall be excluded.

*[signature page follows]*

**SIGNATURE PAGE FOR  
AGREEMENT WITH J&G INDUSTRIES, INC.,  
TO PROVIDE CITY-WIDE ON-CALL DEMOLITION SERVICES  
FOR THE CITY OF SANTA ANA**

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the date and year first above written.

**ATTEST:**

**CITY OF SANTA ANA**

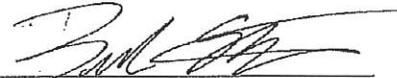
\_\_\_\_\_  
Jennifer L. Hall  
City Clerk

\_\_\_\_\_  
Alvaro Nuñez  
City Manager

**APPROVED AS TO FORM:**

**CONTRACTOR:**

SONIA R. CARVALHO  
City Attorney

By:   
Brandon Salvatierra  
Deputy City Attorney

  
\_\_\_\_\_  
Jim Cain  
President

**RECOMMENDED FOR APPROVAL:**

  
\_\_\_\_\_  
Ali Pezeshkpour  
Acting Executive Director  
Planning and Building Agency

# **EXHIBIT A**

## **Scope of Services**



## CITY OF SANTA ANA

### EXHIBIT A

### SCOPE OF SERVICES

Contractor shall perform services as set forth below.

- 1) Contractor is responsible for the payment of all applicable permits required to conduct the below scope of services.
- 2) The On-Call contractor shall respond with a task order quote within five (5) working days of receiving the request for a task order quote.
- 3) Selection of a contractor to perform each task order shall consider past work completion performance.

#### A. Demolition

- 1) Contractor is responsible for demolishing and disposal/recycling of all improvements, including but not limited to:
  - a) All labor on this project
  - b) All debris generated on this project including hauling debris in a lawful manner and to the proper destination
  - c) Securing demo site if required
  - d) Foundations and footings,
  - e) Slabs,
  - f) Basement,
  - g) Detached garage,
  - h) Landscaping, shrubs, and brush
  - i) Fencing,
  - j) Walls trees and
  - k) All miscellaneous to clear site complete
- 2) Contractor is also responsible for:
  - a) Grading the parcel for drainage,
  - b) Importing and exporting fill dirt or aggregate base as needed,
  - c) Capping all water and sewer lines, and



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- i) Required to cap the sewer main as close to the property line as possible. Contractors shall ensure that all utilities are safe and secure per the utilities' operating procedures.
  - d) Compacting to 100% density.
    - i) The property shall be flat and free of debris at the completion of the project.
- 3) Prior to submitting all on-call proposals, the Contractor shall visit the subject project site (including coordinating with the City for access inside the building), or from public right of way, and obtain any necessary as-builts to define an appropriate scope of work. Photographs in lieu of a site visit may be acceptable for certain projects.
- 4) All work is to be done in accordance with all applicable federal, state and local regulations, standards and codes governing demolition and any other trade work done in conjunction with the demolition.
  - a) The Contractor shall supply all necessary labor, materials, services, insurance, permits, and equipment to carry out the work in accordance with all applicable federal, state, and local regulations.
- 5) Copies of all demolition permits, water and sewer cap inspection approval and a letter of completion should be submitted for City's files prior to the Contractor receiving payment.
- 6) The Contractor at all times shall keep the Project site free from accumulation of waste materials or rubbish caused by the Contractor's operations.
- 7) At the completion of each trade of the work, and at final completion prior to contractor submitting the final invoice, Contractor shall remove all waste materials, and rubbish from and about the project as well as tools, construction equipment, machinery, and surplus materials.
- 8) Contractor shall hand deliver a City provided work notice letter to adjacent property owners at least one week prior to the demolition work.

### **B. Asbestos Abatement:**

- 1) The work described herein consists of removal and disposal of ALL asbestos containing materials (ACM-friable or nonfriable) and subsequent cleaning of the sites in accordance with all applicable federal, state and local regulations, standards and codes governing asbestos and any other trade work done in conjunction with the abatement.
- 2) Results of any testing that identify asbestos containing materials will be provided by the City.
- 3) It is the responsibility of the Contractor to determine if any additional asbestos removal is required in addition to the surveys.
- 4) Copies of all notifications must be submitted to City including:
  - a) Abatement contractor's license, map and/or clear documentation specifying asbestos containing materials abated;
  - b) Completed waste manifests; and



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- c) A completion letter indicating that all asbestos containing materials from these properties have been abated and properties are ready to be demolished.

### C. Lead Removal:

- 1) The Contractor shall take all necessary precautions and follow all Occupational Safety & Health Administration (OSHA)'s guidelines required in the handling of lead contained materials if any are detected.
  - a) Please refer to the Lead Hazard Evaluation Report which will be provided to the Contractor prior to on-call bid.

### D. Rat and/or Vermin Abatement

- 1) Contractor, prior to performing demolition, is responsible for providing rat and/or vermin abatement.
  - a) As part of the demolition completion package, written certification will be provided to the City, stating that such work was performed, and that the structures were free of infestation prior to the demolition taking place.

### E. Erosion Control

- 1) Prior to performing work under this Agreement, Contractor shall prepare erosion and sediment control plan for the approval of the Plan Check Engineer.
  - a) The plan shall be prepared per the applicable guidelines described in the latest version of the Orange County Program Construction Runoff Guidance Manual (<http://www.ocwatersheds.com/documents/bmp/constructionactivities>).
- 2) The Contractor shall submit the plans for review and shall make the necessary revisions to the plans as directed by the City.
- 3) The plans shall be prepared by a Civil Engineer licensed in the State of California.
  - a) The City may waive the requirement of licensed Civil Engineer if the Contractor can satisfactorily prove to the City that the person preparing the erosion control plan is qualified in the field of erosion control.
- 4) The Contractor shall keep a copy of the erosion control plan on-site for the duration of the contract and shall provide all necessary control devices to implement all necessary measures as shown on the plan.
  - a) The erosion control plan shall remain in effect until approval to remove is granted by the City.
- 5) All erosion control materials shall be available on-site and stockpiled at a convenient location to facilitate rapid construction of temporary devices when rain is eminent.



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## F. Removal of Trash and Debris

- 1) The Contractor shall be responsible for the removal and proper disposal of all trash, debris, and waste materials generated during the demolition of any structure under this Agreement. This includes, but is not limited to, construction materials, rubble, hazardous waste, and any other by-products of the demolition process.
- 2) All trash and debris must be removed from the site within seven (7) days following the completion of demolition activities. The Contractor shall ensure the site is left in a clean and orderly condition, free of any remaining debris.
- 3) Contractor shall comply with all applicable federal, state, and local laws, regulations, and ordinances related to the handling, transportation, and disposal of demolition debris, including obtaining any required permits and approvals.
- 4) The removal of trash and debris shall be subject to inspection and approval by the Director of the Santa Ana Planning and Building Agency, or their designee. The Contractor shall promptly address any deficiencies identified during such inspection.

## G. Fee Proposal

Contractor shall submit a fee proposal as described below. This fee proposal shall be based on ON-CALL DEMOLITION SERVICES for the sample project site described below. The proposal will be used for fee comparison and evaluation purposes. Furthermore, this fee proposal will become part of Exhibit B of the Contract Agreement and will be used to compare with an actual task order quote requested by the City.

Fee proposal shall include:

1. Description of work (summarized scope of services)
2. All costs, fees and other anticipated expenses, and total cost of the services (per spreadsheet below)
3. Schedule (from date of receiving a Notice to Proceed to task order completion)

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### SAMPLE SUBJECT PROJECT SITE DESCRIPTION:

The subject sample project site, which was already demolished, is for comparison and evaluation purposes only. The sample project is located at 1301 W 11<sup>th</sup> Street, Santa Ana, CA 92703. The following is a brief description of the sample project site. Please refer to Appendix - Attachment 4 for full project site description and Asbestos, Lead-Based Paint/Universal Waste Survey.

The building is one story residential structure with stucco over wood framing exterior walls with brick fascia construction with the following approximate dimensions:

- Main Dwelling Area: 1,685 sf
- Garage: 390 sf
- Covered Patio: 275 sf
- Total Area: **2,350 sf**
  
- Total Land Area: **6,970 sf**



## CITY OF SANTA ANA

Contractor is responsible for demolishing all improvements, including: 4" thick concrete slab foundation and footings to a depth of 3', and all surrounding landscaping. Contractor is also responsible for clearing the site, grading the parcel for drainage, capping all sewer lines, and compacting to 90% density. Erosion control to include importing and exporting fill dirt as needed, installing straw wattles around site perimeter, topping site with 1" base course to prevent wind erosion, and installing rumble plates for the duration of the demolition.

Price provided below shall be based solely on the information provided hereon and shall be an all-inclusive price and shall include all items listed and cover all items or work identified above and Appendix - Attachment 4 to deliver a clear site with no remaining improvements.

=====  
 Company Name: \_\_\_\_\_

**1301 W 11<sup>th</sup> Street, Santa Ana, CA**

Item Description	Cost
Permitting	\$
Engineering	\$
Site Fencing for Duration of Demolition	\$
Canopy BMP's/Erosion Control Plan	\$
Asbestos/Hazardous Stabilization and Abatement (on a separate sheet, provide a detail cost for this lump sum amount)	\$
Universal Waste Disposal	\$
Interior Demolition	\$
Exterior Wall/Building/Foundation Demolition	\$
Sitework Demolition	\$
Landscape and Trees Removal and Clearing	\$
Vermin Abatement (Assume present)	\$
Bee Colony Abatement (Assume present)	\$
Other (describe...)	\$
<b>Total Price</b>	\$

# **EXHIBIT B**

## **Contractor Proposal**



**REQUEST FOR PROPOSALS**  
FOR  
**CITY WIDE ON-CALL DEMOLITION SERVICES**  
FOR ABATEMENT  
FOR THE  
**CITY OF SANTA ANA**

**ATTENTION: YVETTE PORTUGAL, CODE ENFORCEMENT MANAGER**  
**CITY OF SANTA ANA**  
**PLANNING & BUILDING AGENCY**  
**20 CIVIC CENTER PLAZA**  
**SANTA ANA, CA 92701**

**DUE: MARCH 11, 2025 BY 4:00PM**  
**SUBMITTED ELECTRONICALLY VIA PLANET BIDS**

**Request For Proposals for  
Citywide On-Call Demolition Services for Abatement**



City of Santa Ana  
Attention: Yvette Portugal, Code Enforcement Manager  
Planning & Building Agency  
20 Civic Center Plaza  
Santa Ana, CA 92701  
**Demolition Services**

Name: J&G Industries, Inc.  
A California Corporation

Project Manager: James K. Cain

Address: 18627 Brookhurst St #302  
Fountain Valley, CA 92708

DIR: #1000004205

Phone: 714-903-2002

Fax: 714-903-2003

Email: [cain@j-gindustries.com](mailto:cain@j-gindustries.com)

Addendum(s): 01 (DATED 0-25-2025) 02 (DATED 03-04-2025)

Contract agreement statement: We have read and understand the intent of the contract agreement and concur with said contract agreement.

The only person, persons, company or party interested in the proposal as principals are names herein; this proposal is made without collusion with any other person, persons, company or parties submitting a proposal; that it is in all respects fair and in good faith without collusion or fraud; and, that the signer of this proposal has full authority to bind the principal proposer.

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J&G Industries

## Table of Contents

Experience / Qualifications

Firm Profile

Related Experience

Project / Staff Credentials

Resumes

Proposed Work Plan

Key Personnel

Relevant Project Experience

References

Letters of Reference

Fee Schedule

Certificate of Insurance: All Endorsements are Acknowledged

Sample Bid 1301 W 11<sup>th</sup> Street, Santa Ana, Ca

Attachments:

A, B, C, D, E, F, G, H (including Sub Contractor Acknowledgement Forms)

## Experience / Qualifications

J&G Industries (J&G) is pleased to present our proposal to provide property demolition and related services for various City of Santa Ana (SA), projects. As an Orange County based company, J&G takes pride in providing services to our community. J&G has established strong relationships working as a true team with its subcontractors, many of which are also Orange County based companies.



Our proposal presents our qualifications, examples of past projects with references, approach to this project, and our project organization. J&G is able to provide an experienced, knowledgeable and professional staff, willing to work diligently to meet the SA's needs. J&G is committed to providing adequate staffing levels at all times in order to adhere to established schedules. J&G is responsive to our clients needs. Our experience providing demolition services to local public agencies and private clients has honed our skills for maintaining excellent working relationships with property owners, tenants, neighbors and local agency staff. Our years of experience working in California have provided us with the knowledge and familiarity required to meet with federal, state and local regulations, policies and procedures as they pertain to right of way and all other demolition services provided.

J&G has participated and performed in previous and current on-call contracts for various Cities. We have demonstrated our ability to satisfactorily perform the required work. We have successfully completed the safe demolition and abatement of thousands of structures ranging from residential to commercial and industrial, encompassing millions of square feet. Demolitions have included structures of one story to over ten stories. J&G has also performed emergency demolition and cleanup services in past natural disaster events. We have been successfully providing our services to public and private clients on similar projects for 35 years. Demolition and site clearance is our business.

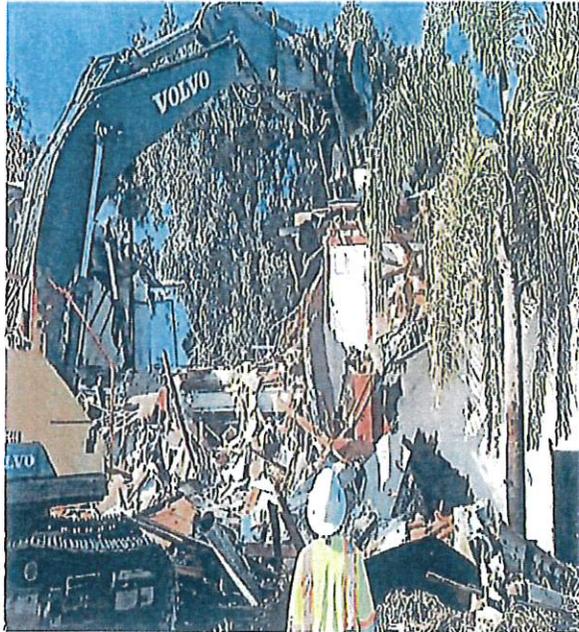
J&G has never failed to complete any work awarded by a public agency and has never been found in default on any contract or agreement.

J&G Industries Inc has the latest in demolition equipment, compliant with CARB regulations (Entity #E103517), including excavators with attachments including shears / grapples / pulverizers / breakers, track loaders, skid steer loaders with attachments, etc.

An aggressive recycling policy has always been an important aspect to our business long before it was the buzzword in the industry or by environmentalists. Through the acquisition of a

new portable crusher (RMG 100), it has lowered costs to our clients while it has also further proven our commitment to recycling by an aggressive policy.

- J&G has years of experience working with multiple City departments and other public agencies like:
- OCTA
- Caltrans
- County of Orange
- South Coast Air Quality Management District
- State of California Division of Industrial Safety
- OSHA
- California Department of Health Services
- California Highway Patrol
- Various Utilities: SCE, GTE, Verizon, Southern California Gas, etc.
- Underground Service Alert
- Fire Departments
- Federal Environmental Protection Agency



### **Firm Profile**

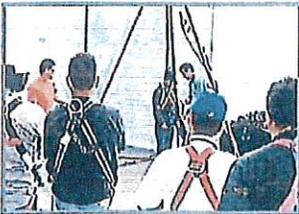
J&G Industries, Inc. is a California Corporation founded in June 1989, in business for 35 yrs. J&G has one office, physical address: 7511 Suzi Lane, Westminster, California 92683. Our mailing address is: 18627 Brookhurst Street, Box 302, Fountain Valley, California 92708. J&G also has one equipment yard located at 1650 West Pellisier Road, Colton, California 92324. Current employee numbers range up to 20.

- J&G is a Licensed Contractor (License No. 571859, Class A, C-21 with ASB and HAZ Supplements; expires 6/30/25).
- J&G is actively involved with The National Demolition Association and has been a member for 34 years.
- Department of Industrial Relations Registration #1000004205

### **Related Experience**

J&G has successfully completed the safe demolition and abatement of thousands of structures, ranging from residential to commercial to industrial and encompassing millions of square feet. These demolitions have included structures of one story to over ten stories. J&G has experience in performing work of the same or similar nature for various clients, including: the City of Santa Ana, the City of Corona, Skechers USA, Moss & Associates. Attached are descriptions of these projects and project references. J&G strives to maintain excellent working relationships with all parties involved and affected by our activities.

### **Project Staff Credentials**



J&G has highly qualified, fully trained and dedicated employees, all available for performing the proposed work. These same employees performed the work described in the related Project Experience section. Each J&G employee receives annual training satisfying the OSHA HAZWOPER standards and every two-years, training in First Aid/ Adult CPR and AED/ Environmental. Most of J&G's field personnel are certified as AHERA-accredited asbestos workers. J&G project superintendents and field foremen also receive training in the OSHA Construction Safety Outreach Program. All employees receive on-the-job training for project specific work tasks.

J&G employees are dedicated to the company and to doing a job well done. The average tenure at J&G is over 21 years for project managers, field superintendents, field foreman, equipment operators, and 15 years for laborers. Each employee has had an average of 10 years of experience in the demolition field prior to working at J&G.

### **Resumes:**

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#### **Jim Cain – Project Manager/Principal Agent**

Jim Cain, as President of J&G brings over 47 years of experience in the demolition industry. Prior to forming J&G, he previously served eight years as president of a major demolition environmental firm, growing it from a 10-person \$1 million/year company to a 150-person multi million/year firm.

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Jim served a three-year term as a member of the Board of Directors of the National Association of Demolition Contractors (NADC) from 1990-1993. He was also President of the Southern California Chapter of NADC in 1995 and 1996.

Jim served from 1995 through September 1998 as project director, and a project manager, for OCTA Agreement No. C-95-950 Property Demolition and Clearance Services, I-5 Freeway North and Various Measure M Projects. J&G completed nearly 50 demolition and site clearance CTOs for the previous I-5 Freeway widening project.

Jim has served as a project manager from 1998, through late 2002, on a major demolition project consisting of over 300 acres at Pier T, formerly the Naval Shipyards, at the Port of Long Beach. His responsibilities included interface with the construction management team and the numerous contractors involved with the project. Jim also served as project director and superintendent for the Capehart Housing Demolition at the Yuma Marine Station in Yuma, AZ as well as the Arnold Heights Military Housing Demolition for the March Joint Powers Authority at the March Air Reserve Base.

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#### **Eric Cain – Project Manager / Field Superintendent**

Eric has over 17 years of experience in the demolition industry and hazardous materials industry. He has taken courses and maintains multiple industry related certificates. Eric is a key contact and will manage day to day operations on site, coordinate with both AHA officials and any associated governing agencies to comply with all city, county, state and federal regulations.

Eric has been a project manager/field superintendent for various City projects during this time, including projects for the City of Garden Grove, as well as the Multiple Street Demolition projects for the City of Santa Ana. Eric was also a field superintendent for the Sherman Indian High School, Dorm Building #4 Demolition project for the U.S. Department of the Interior, Bureau of Indian Affairs. Eric is a graduate of Chapman University with a Bachelor of Arts degree.

#### **Certifications:**

- OSHA 10-hour Construction Safety Outreach
- Heartsaver First Aid, per curriculum of AHA
- 32-hour Procedures & Practices for Asbestos Abatement Contractors & Supervisors
- AHERA Asbestos Abatement Contractor Supervisor

- OSHA Hazardous Waste Operations
  - OSHA 30-Hour Construction Course
  - OSHA Orientation & Fall Protection Regulation
  - DHS Accredited 3-day Lead Worker Course
  - National Utility Contractors Association (NUCA) Competent Person Training Program
  - National Association of Demolition Contractors (NADC) Safety Summit
  - NPDES Construction Site Storm Water Management Course
  - Certified Registered Traffic Flagger
- 

### **Mauro Ruiz - Field Superintendent**

Mauro has been working in the demolition industry for J&G as a superintendent and foreman for 30 years. J&G as a superintendent and operator/ foreman He has taken courses and maintains multiple industry related certifications. Mauro served as a field superintendent for OCTA Agreement No. C-95-950 Property Demolition and Clearance Services, Capehart Housing Demolition, I-5 Freeway North, and various Measure M Projects. J&G completed nearly 50 demolition and site clearance CTO's for the previous I-5 Freeway widening project.

#### **Certifications:**

- NAVFAC Construction Quality Management for Contractors
- OSHA 10-hour Construction Safety Outreach
- Heartsaver First Aid, per curriculum of AHA
- 32-hour Procedures & Practices for Asbestos Abatement Contractors & Supervisors
- AHERA Asbestos Abatement Contractor Supervisor
- OSHA Hazardous Waste Operations
- DHS Accredited 3-day Lead Worker Course
- National Utility Contractors Association (NUCA) Competent Person Training Program
- OSHA Orientation & Fall Protection Regulation
- National Association of Demolition Contractors (NADC) Safety Summit
- Certified Registered Traffic Flagger

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### **Tim Mulvaney – Project Manager / Field Superintendent**

Tim has over 46 years working in the demolition industry and has worked with J&G for over 8 years as a superintendent and project manager. Before joining J&G, Tim owned and operated a demolition and abatement company for over 16 years, doing over \$10 million a year. Tim has

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experience starting from the ground up doing labor, operating heavy equipment to consulting. Tim has been a project manager and project director for major demolition projects, including public projects for the City of Garden Grove, the City of Santa Ana as well as private projects located all throughout southern California.

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### **Todd Tredick – Safety Officer**

Todd has been involved in the demolition and abatement industry since 1986. Todd has certifications as a Certified Safety Professional, #25032, a Certified Asbestos Consultant, #95-1744, which includes training and certifications as a certified AHERA Building Inspector, Management Planner, Project Designer and Asbestos Supervisor/Competent Person. He also has 40 hr HazWOPER training, first-aid and CPR Training, is a trained competent person in excavation and trenching as well as being a California Department of Health Services certified Lead Supervisor.

Todd served on the employee safety and health committee for the National Demolition Association from 1998 to 2020. He co-authored the most recent revision to the National Demolition Association's Demolition Safety Manual. Todd has also trained CalOSHA inspectors in the safe work practices for demolition contractors as part of the NDA's alliance with OSHA.

Todd has overseen and implemented the health and safety plans for projects costing in excess of \$10 million dollars and covering more than two hundred acres. Some of the plans he has overseen and implemented include: demolition and site safety characterization, decontamination, hazardous materials removal and disposal, asbestos and lead abatement, hazard communication training, safety meetings, site safety audits and accident investigations.

### **Proposed Work Plan**

Contract Task Order (CTO) requests will be received and reviewed by Jim Cain, President of J&G. Mr. Cain will negotiate with SA the costs to complete the CTO. Mr. Cain will assign a Project Manager (PM) and Field Supervisor (FS) for the CTO. For small and medium size CTO's, the PM can also serve as the FS. J&G's PM are: Jim Cain, Eric Cain and Tim Mulvaney. J&G's FS are: Eric Cain and Mauro Ruiz.

The following is a description of our anticipated approach to implement the CTO's upon SA's authorization to proceed with the work.

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J&G's assigned PM will first manage the services that are required to be performed within 24 hours of CTO execution. If required, fencing and boarding will be installed to secure the site. All necessary notices, ordinances, statues of rules, laws and regulations shall be followed in the performance of the CTO. Notifications/permits may include: city grading, city demolition, city sewer capping, Orange County Health Care Agency (OCHCA) tank closure, OCHCA water well closure, OCHCA monitoring well closure, South Coast Air Quality Management District (SCAQMD) demolition, SCAQMD asbestos abatement, SCAQMD VOC containing tank or soil abatement, OSHA excavation, OSHA falsework, OSHA over height, and OSHA scaffolding.

The PM will direct J&G's consultant to prepare a Notice of Intent (NOI) to comply with the terms of the general permit to discharge storm water associated with construction activity, for sites that are one acre or larger in size. The PM will submit the NOI and permit fee to the State Water Resources Control Board. When required, the PM will direct J&G's consultant to prepare a Construction Storm Water Pollution Prevention Plan (SWPPP), or an erosion control plan. Storm water best management practices will be implemented as needed for compliance with the SWPPP/Erosion Control Plan. Rat and vermin inspections, and bee colony inspections to be performed as necessary.

A site specific Health & Safety Plan will be prepared for the project. The FS will conduct weekly tailgate Health & Safety meetings to cover health and safety issues with field workers. J&G's consultant will periodically conduct site safety inspections. Results are given to the PM for directing changes.

Underground Service Alert will be contacted to have the location of utilities marked. The PM shall contact utility companies to coordinate any required utility terminations. Where required, sewer capping will occur at the beginning of work. The FS will be on site at the time the agency is scheduled to inspect the utility termination.

Care shall be taken to perform the services so as not to endanger the safety or any person or property. At the start of the CTO, the FS will visually survey existing improvements and utilities near the work site, in order to protect them from damage. FS will also visually survey the site for potential materials containing regulated/hazardous wastes. The PM will contact SA of any findings.

As directed by SA, the PM will arrange for J&G's consultant to perform an asbestos and lead-based paint survey and an abatement plan for asbestos and lead containing materials removal and disposal. When an asbestos and lead-based paint survey has been previously prepared, the PM will arrange for J&G's subcontractor to prepare an abatement plan. The abatement plan will be submitted to the SCAQMD for their approval if required. The PM shall confirm that all required licenses, permits and certifications have been acquired for implementing the abatement plan. The PM will submit the SCAQMD approved abatement plan for SA's approval to proceed with its implementation. Upon SA's approval, J&G's abatement subcontractor will implement the abatement plan. FS will verify waste is properly manifested for disposal at a proper facility.

Upon completion of abatement plan implementation, the FS will conduct a pre-demolition survey to identify: that the asbestos, lead, regulated and hazardous wastes have been removed as per their abatement plans; verify monitoring records; verify proper manifesting of waste disposal; visually verify no other hazardous materials are left in the demolition area; as required, verify site is secured by appropriate fencing; verify that appropriate protection devices are in place, such as pedestrian canopy; verify appropriate signing displayed (ie: no trespassing, keep out demolition in progress, danger, etc.); verify all utilities have been terminated; and erosion control measures are in place, as needed and required. The FS will use a checklist to complete the pre-demolition survey. The FS will confirm with the PM that the demolition area is ready for demolition. Structures ready for demolition will be clearly marked "CLEAR FOR DEMO J&G".

FS will direct crews in: structure demolition; improvements demolition; salvaging procedures; solid waste clearing and disposal. Where practical, concrete, asphalt, steel, non-ferrous metals, and wood will be segregated and sent off site for recycling. The site will be backfilled, graded and a minimum of 1" base material will be placed over entire lot with sand bags/wattles at perimeter. FS will review fieldwork daily for compliance with CTO specifications and record findings in a quality control log.

Field personnel are trained to stop work upon discovery of suspect asbestos, regulated or hazardous waste. The FS will contact the PM, who in turn will contact SAA. The FS shall leave the work site in a clean and neat condition, upon completion of the CTO. The PM will notify those agencies required for final inspections and sign offs.

The PM will track the CTO schedule and budget by using project management software. Schedule and budget updates will be provided to SA as required. PM will notify SA to have all work inspected within 24 hours of CTO work completion. The PM will prepare all required paperwork for final closure package and billing for the project.

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**Proposed Key Personnel:**

- **Jim Cain, Project Manager/ Principal Agent** – J&G, 34 years 50-100% Available
  - **Eric Cain, Project Manager/Field Superintendent** – J&G, 17 years. 50-100% Available
  - **Mauro Ruiz, Field Superintendent** – J&G, 30 years. 50-100% Available
  - **Tim Mulvaney, Project Manager** – J&G, 8 years. 50-100% Available
  - **Todd Tredick, Safety Officer** – J&G, 20 years 50-100% Available
- 

**Relevant Project Experience**

**Commercial & Residential Properties Demolition, Demolition Services Contract #A-2022-065-01 (Demolition Services Contract #A-2017-036 included Phase 1-Completed; On-Call Contract #11-6740 included Warner Ave Improvements, Completed 2016)**

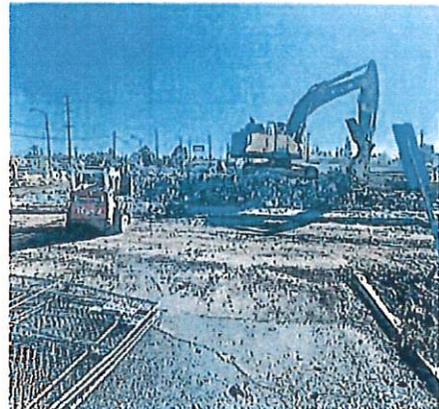
**Warner Ave Improvements from Oak St to Grand Ave Phase 2; 705 E Warner Ave, 909 E Warner Ave, 2247 Evergreen St, 2241-2245 Kilson Dr, Santa Ana Project #18-6901**

**Year: 2021-2023**

Project included demolition and abatement of commercial and residential structures. Asbestos abatement was included in scope of work as well as sewer capping, grading of site to drain and pumping of any hazardous liquids. All work was completed within the time frame, in budget and with no incidents. Eric Cain was the contact coordinator and Mauro Ruiz was supervisor on this project.

Contract Value: \$110,313.00  
Contact: David Ramirez, Assoc. Eng  
714-647-5641

**City of Santa Ana**  
20 Civic Center Plaza, Santa Ana,  
CA 92702



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**McKinley Street Grade Separation Project Demolition of Structures located at 151 & 165 N McKinley St, Corona #21-065CA**

**Year: 2021**

Scope of work included demolition of former restaurants that included slabs and footings removal. Asbestos abatement was included in the scope of work as well as sewer capping, grading site to drain and site clearance. All work was performed within the time frame and budget with no occurrences. Jim Cain and Eric Cain were the main contacts and Mauro Ruiz was a supervisor on this project.



Completed: July 2021  
Contract Value: \$187,530.00  
Contact: Carol Appelt, Purchasing,  
951-395-1941  
**City of Corona**  
400 S Vicente Ave #320, Corona, CA  
92882

**1050 Duncan Ave Office Building Demolition, Manhattan Beach #001-0000122328**

**Skechers USA**

**Year: 2023-2024**

Scope of work included demolition and asbestos abatement of a commercial 2 story office building. Work also included removal of slabs and footings, SWPPP implementation, sewer capping, leave site to drain and site clearance. Eric Cain and Mauro Ruiz was supervisors on these projects and all work was performed according to schedule and budget.

Completed: 2023-2024  
Contract Value: \$261,855.00  
Contact: Tim Ball, VP Commercial Development  
310-318-3100 / 310-600-9436  
**Skechers USA**  
225 S Sepulveda Blvd, Manhattan Beach,  
CA 90266



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**Capehart Housing Units Project #1302102; CPQH CapEx CY21, Phase 1 & CY22, Phase 2  
MCAS, Yuma, AZ 60 Residential Housing Units Demolition, Marine Corp Air Station,  
Yuma, AZ**

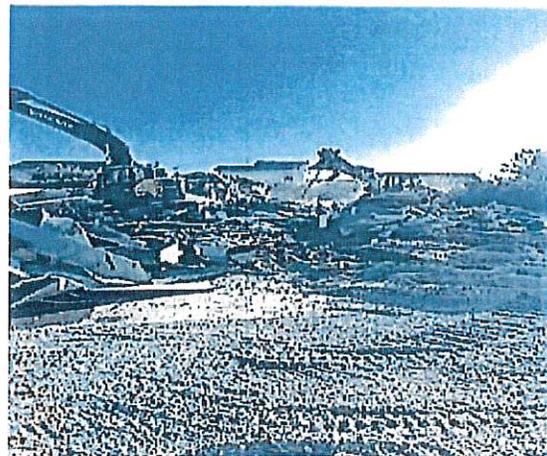
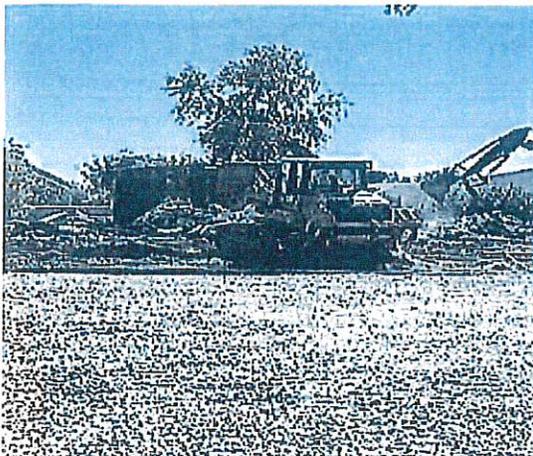
**Camp Pendleton & Quantico Housing LLC, Moss & Associates**

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**Year 2022-2023**

**Scope of work included demolition and abatement of (60) residential structures,  
removal of slabs and footings, SWPPP and site clearance. Jim Cain was the contract  
coordinator, supervisor and Mauro Ruiz was a foreman on these projects. All work was  
performed within budget and time frames.**

**Completed: 2022 - 2023**  
**Contract Value: \$6.1 million**  
**Contact: Tim Fraser, Project Executive,**  
**760-908-1866**  
**TFraser@mosscom.com**  
**Moss & Associates LLC**  
**100 Wonsan Dr, Oceanside,**  
**CA 92058**



## References

J&G takes pride in doing each job well done. SA is welcomed to contact any of the contacts referenced in the above project descriptions.

### **City of Santa Ana**

20 Civic Center Plaza, Santa Ana, CA 92703  
David Ramirez, Project Manager 714-647-5641

[DRamirez@santa-ana.org](mailto:DRamirez@santa-ana.org)

Jason Gabriel, Sr Civil Eng, 714-647-5664

[JGabriel@santa-ana.org](mailto:JGabriel@santa-ana.org)

### **City of Corona**

400 Vicente Ave #320 Corona, CA 92882  
Carol Appelt 951-395-1941

[Carol.appelt@coronaca.gov](mailto:Carol.appelt@coronaca.gov)

### **Moss & Associates LLC**

100 Wonsan Dr, Oceanside, CA 92058  
Tim Fraser 760-908-1866

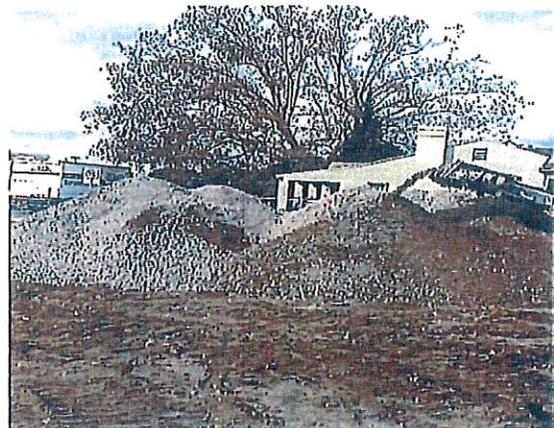
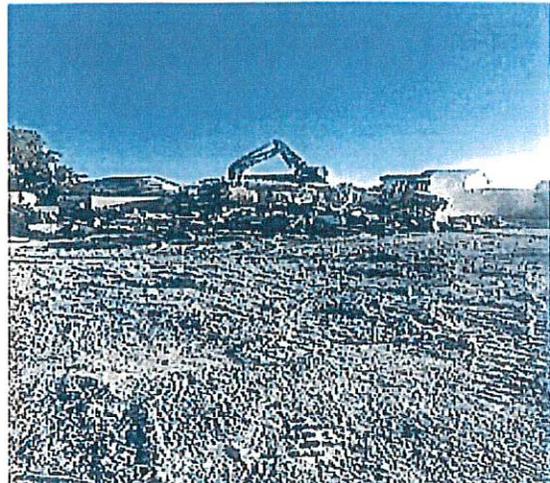
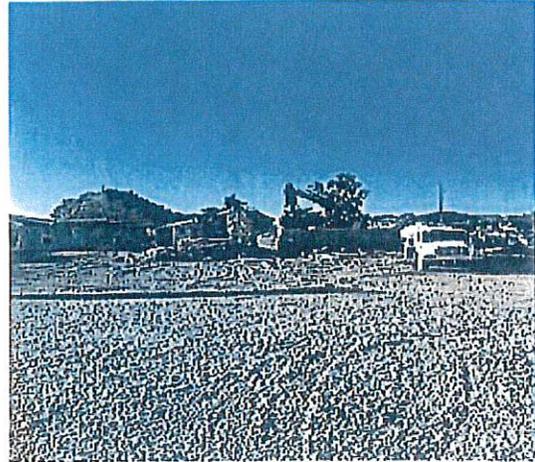
[TFRaser@mosscom.com](mailto:TFRaser@mosscom.com)

### **Skechers USA**

225 S Sepulveda Blvd, Manhattan Beach, CA 90266

Tim Ball 310-600-9436

[timb@skechers.com](mailto:timb@skechers.com)



MAYOR  
Miguel A. Pulido  
MAYOR PRO TEM  
Michele Martinez  
COUNCILMEMBERS  
P. David Benavides  
Vicente Sarmiento  
Jose Solorio  
Sal Tinajero  
Juan Villegas



CITY MANAGER  
Raul Godínez  
CITY ATTORNEY  
Sonja R. Carvalho  
CLERK OF THE COUNCIL  
Marla D. Hulzar

## CITY OF SANTA ANA

20 Civic Center Plaza • P.O. Box 1980  
Santa Ana, California 92702  
[www.santa-ana.org](http://www.santa-ana.org)

October 29, 2018

To Whom It May Concern:

J&G Industries has been providing demolition services for the City of Santa Ana and we could not be happier with their services. They are professional, responsive to all forms of communication and above all work well with City staff. The City would highly recommend J&G Industries for demolition and site clearance services to any agency and/or municipality that may need assistance.

In particular, the City of Santa Ana would like to recognize Mr. Eric Cain for his hard work and excellence in servicing the needs and expectations of all City staff. He is well versed in demolition, site clearance and is also very familiar with public agency standards and statewide quality requirements. He is truly a pleasure to work with and his enthusiasm and dedication to his work is remarkable.

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

Thank you,

*Ehab Elias*

Ehab Elias

Engineering Services  
Public Works Agency  
City of Santa Ana

### SANTA ANA CITY COUNCIL

Miguel A. Pulido  
Mayor  
[MPulido@santa-ana.org](mailto:MPulido@santa-ana.org)

Michele Martinez  
Mayor Pro Tem, Ward 2  
[MMartinez@santa-ana.org](mailto:MMartinez@santa-ana.org)

Vicente Sarmiento  
Ward 1  
[VSarmiento@santa-ana.org](mailto:VSarmiento@santa-ana.org)

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[JSolorio@santa-ana.org](mailto:JSolorio@santa-ana.org)

P. David Benavides  
Ward 4  
[DBenavides@santa-ana.org](mailto:DBenavides@santa-ana.org)

Juan Villegas  
Ward 5  
[JVillegas@santa-ana.org](mailto:JVillegas@santa-ana.org)

Sal Tinajero  
Ward 6  
[STinajero@santa-ana.org](mailto:STinajero@santa-ana.org)

## Fee Schedule

Presented here is the fee schedule for **J&G Industries** to provide the City of Santa Ana with City Wide On-Call Demolition Services for Abatement.

The hourly rates reflect all costs and anticipated fees for the contract duration, up to a maximum of three years.

All subcontractors will be at cost plus 10% mark-up.

All materials and supplies and disposal fees are at cost plus 10%.

Support vehicles are included in hourly rate for personnel category.

Personnel Category	Hourly Rate
Project Manager/Principal Agent	\$ 225.00
Project Manager/Principal Agent/Field Superintendent	\$ 225.00
Safety Director/Officer	\$ 195.00
Field Superintendent	\$ 215.00
Office Manager	\$ 125.00
Operator	\$ 180.00
Laborer	\$ 120.00
Equipment	Hourly Rate
973 Track Loader(s) (bare rate)	\$ 150.00
Volvo 235 Excavator(s) (bare rate)	\$ 160.00
Volvo 480 Excavator(s) – bucket (bare rate)	\$ 215.00
RMG 100 Portable Crusher	\$ 725.00
<b>Attachments: Excavator</b>	
Rotating Grapple	\$ 75.00
Paddle Wheel	\$ 40.00
Breaker	\$ 105.00
Pulverizer	\$ 140.00
3 <sup>rd</sup> Member Shear	\$ 150.00
2 <sup>nd</sup> Member Shear	\$ 225.00
Bobcat Sid Steer Loader(s) – bucket (bare)	\$ 50.00
<b>Attachments:</b>	
Breaker	\$ 55.00
Shear	\$ 85.00
Power Sweeper	\$ 60.00
Forklift	\$ 450/day
1500-2000 Gallon Water Truck	\$ 450/day
<b>Trucking by G.O Rodriguez MBE</b>	
Lo Bed Charges	Current rental rates
Hi-side End Dump	Current rental rates
Lo-side End Dump	Current rental rates



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
11/1/2024

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 have ADDITIONAL INSURED provisions or 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).

PRODUCER Apollo General Insurance Agency, Inc. (I) P. O. Box 1508 Sonoma, California 95476	Phone: (707)996-2912 Fax: (707)996-7912	AGENT NAME Jerrilee Carpenter PHONE No. (Day) FAX No. EMAIL ADDRESS jcarlee@apgen.com	INSURER(S) AFFORDING COVERAGE INSURER A: Nautilus Insurance Company NAIC # 17370 INSURER B: Key Risk Insurance Company 10885 INSURER C: State Compensation Insurance Fund Of California 35076 INSURER D: Tokio Marine America Insurance Co 10945 INSURER E: INSURER F:
INSURED J&J Industries, Inc. 18627 Brookhurst Street PMA 302 Fountain Valley, CA 92708			

COVERAGES CERTIFICATE NUMBER: 1493 REVISION NUMBER:

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.

PERIOD	TYPE OF INSURANCE	APPLICABLE	POLICY NUMBER	POLICY PERIOD (MM/DD/YYYY)	POLICY PERIOD (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Professional \$1,000,000 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PER OCCUR <input type="checkbox"/> LOSS OTHER:	Y	ECP2038906-12	11/1/2024	11/1/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Pollution \$ 1,000,000 COMBINED SINGLE LIMIT (Per accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	BAP2041776-11	11/1/2024	11/1/2025	COMBINED SINGLE LIMIT (Per accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTIONS <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> CLAIMS-MADE	Y	DPK2038907-12	11/1/2024	11/1/2025	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
C	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETARY/EXECUTIVE OFFICER/OWNER EXCLUDED? (Mandatory in HI) (If yes, describe under DESCRIPTION OF OPERATIONS below)	Y	9346758-24	10/1/2024	10/1/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER EL EACH ACCIDENT \$ 1,000,000 EL DISEASE - EA EMPLOYEE \$ 1,000,000 EL DISEASE - POLICY LIMIT \$ 1,000,000
D	Inland Marine (Commercial)	Y	CPM6412447-00	11/1/2024	11/1/2025	Rented/Lessor: Per Item 750 Rented/Lessor: Per Occurrence 750

DESCRIPTION OF OPERATIONS (LOCATIONS/VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required))  
Re: "Demolition Services on an On-Call basis REV 22-007". Operations of the Named Insured, City of Santa Ana, its officers, officials, employees, and volunteers are hereby named as Additional Insured, if required by written contract, per endorsement hereto. Waiver of Subrogation is provided, as required by written contract with the insured on reports coverage evidenced herein. Coverage evidenced herein is primary and non-contributory. Excess is follow form to the underlying General Liability, Commercial Auto and Workers Compensation coverage. A 30-day written notice shall be mailed to the certificate holder at the address provided herein, should a described policy(s) be cancelled before the expiration date thereof; 10-day notice for non-payment of premium.

<b>CERTIFICATE HOLDER</b> Holder's Nature of Interest: Additional Insured  City of Santa Ana  20 Civic Center Plaza M-30 Santa Ana, CA 92702	<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 <i>H. J. Blaney</i>
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## CITY OF SANTA ANA

Contractor is responsible for demolishing all improvements, including: 4" thick concrete slab foundation and footings to a depth of 3', and all surrounding landscaping. Contractor is also responsible for clearing the site, grading the parcel for drainage, capping all sewer lines, and compacting to 90% density. Erosion control to include importing and exporting fill dirt as needed, installing straw wattles around site perimeter, topping site with 1" base course to prevent wind erosion, and installing rumble plates for the duration of the demolition.

Price provided below shall be based solely on the information provided hereon and shall be an all-inclusive price and shall include all items listed and cover all items or work identified above and Appendix - Attachment 4 to deliver a clear site with no remaining improvements.

=====  
 Company Name: J&G Industries Inc

1301 W 11<sup>th</sup> Street, Santa Ana, CA

Item Description	Cost
Permitting	\$ 600.00
Englneering	\$ 1,000.00
Site Fencing for Duration of Demolition	\$ 800.00
Canopy BMP's/Erosion Control Plan	\$ 2,420.00
Asbestos/Hazardous Stabilization and Abatement (on a separate sheet, provide a detail cost for this lump sum amount)	\$ 23,100.00
Universal Waste Disposal	\$ 725.00
Interior Demolition	\$ 0.00
Exterior Wall/Building/Foundation Demolition	\$ 19,500.00
Sitework Demolition	\$ 9,375.00
Landscape and Trees Removal and Clearing	\$ 3,650.00
Vermin Abatement (Assume present)	\$ 250.00
Bee Colony Abatement (Assume present)	\$ 325.00
Other (describe...) cap sewer       \$825.00 Base Lot in   \$3,675.00	\$ 4,500.00
<b>Total Price</b>	\$ 66,245.00

**Details Asbestos / Lead**

**Subcontractor: 5M Contracting Inc**

**CSLB #96239D**

**DOSH #B94**

**SBE #2008806**

**DIR #1000002286**

**Asbestos Abatement is inclusive of removals of RACM; CAT I; CAT II Asbestos containing materials per Terracon Survey (Project NO. 60217585)**

**Lead components will be stabilized and a waste characterization to be performed prior to demolition.**

**Agency Notifications:**

**SCAQMD**

**OSHA Notification**

**Containment:**

**Establish control of properties (caution/asbestos tape)**

**Create individual containments**

**Establish negative air as needed**

**Provide electricity and water**

**Decontamination units (with shower facilities)**

**Final Cleaning and Waste:**

**Final cleaning for visual clearance**

**Waste bag-out**

**Waste packaging**

**Manifesting**

**Disposal and transportation**

**Documentation:**

**5M Contracting report of final work**

**Manifesting of waste**

**Assemble owner response for "hazardous waste"**

**Anticipated Schedule is 3 - 4 man crew for (8) 8 hour shifts**



CITY OF SANTA ANA

ATTACHMENT A
PROPOSER'S CERTIFICATION, PROPOSAL PRICING

Certification - I certify that I have read, understand and agree to the terms and conditions of this Request for Proposals. I have examined the Scope of Services (Exhibit I) and am qualified to provide services being requested as specified herein. I understand and agree that I am responsible for reporting any errors, omissions or discrepancies to the City for clarification prior to the submission of my proposal.

PROPOSER'S STATEMENT: I have read, understood and agree to the terms and conditions on all pages of the Request for Proposals. Upon request, I will transfer and deliver goods or services to the City in accordance with said terms and conditions.

J&G Industries Inc 714-903-2002 / 714-903-2003
LEGAL NAME OF COMPANY PHONE AND FAX NUMBERS

18627 Brookhurst St #302 Fountain Valley, CA 92708
BUSINESS ADDRESS

James K Cain President
PRINTED NAME OF AUTHORIZED AGENT TITLE

Handwritten signature of James K Cain, date 3-11-2025, and email cain@j-gindustries.com
SIGNATURE OF AUTHORIZED AGENT DATE E-MAIL ADDRESS

33-0343018 571859
FEDERAL ID NUMBER (IF APPLICABLE) CONTRACTOR LICENSE NUMBER (IF APPLICABLE)

160248
CITY OF SANTA ANA BUSINESS LICENSE NUMBER
(PLEASE PROVIDE IF AVAILABLE, BUT NOT REQUIRED UNTIL AND IF AN AWARD IS MADE TO PROPOSER.)

THIS FORM MUST BE COMPLETED AND INCLUDED WITH THE PROPOSAL.
PROPOSALS THAT DO NOT CONTAIN THIS FORM WILL BE CONSIDERED NONRESPONSIVE.



CITY OF SANTA ANA

ATTACHMENT B
REFERENCES

List and describe fully the contracts performed by your firm which demonstrate your ability to provide the supplies, equipment or services included in the scope of the proposal specifications. Attach additional pages if required. The City reserves the right to contact each of the references listed for additional information regarding your firm's qualifications.

REFERENCE

Customer Name: City of Santa Ana Contact Individual: David Ramirez
Address: 20 Civic Center Plaza Phone Number: 714-647-5641
Santa Ana, CA 92701 EMAIL: DRamirez@santa-ana.org
Contract Amount: Various Year: 2011 to current

Description of supplies, equipment, or services provided: Excavators, skid steer loaders, by hand On-Call Demo Contracts: #A-2022-064-01 ; #A-2017-036 ; #11-6740
Demolition, abatement, pumping haz materials, sewer capping, site clearance grading site to drain for commercial & residential structures.

REFERENCE

Customer Name: City of Corona Contact Individual: Carol Appelt
Address: 400 S Vicente Ave #320 Phone Number: 951-395-1941
Corona, CA 92882 EMAIL: carol.appelt@coronaca.gov
Contract Amount: \$1,87,530.00 Year: 2021

Description of supplies, equipment, or services provided: Excavators, skid steer loader, by hand Demo and abatement of former restaurant buildings, sewer capping, grading for drainage, site clearance

REFERENCE

Customer Name: Moss & Assoc LLC Contact Individual: Tim Fraser
Address: 100 Wonsan Dr Phone Number: 760-908-1866
Oceanside, CA 92058 EMAIL: TFraser@mossca.com
Contract Amount: \$6.1 million Year: 2022-2023

Description of supplies, equipment, or services provided: Excavators, skid steer loaders, by hand Demo & abatement of (60) residential structures, SWPPP, removal of slabs, footings, site clearance at Marine Corps Air Station Yuma, AZ Capehart Housing Units Phase I and Phase II

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CITY OF SANTA ANA

ATTACHMENT C  
PROPOSER'S STATEMENT

Proposer understands and agrees that this written RFP (or any part thereof specifically designated and accepted by the City of Santa Ana, hereinafter City) shall constitute the entire agreement between proposer and the City only after it has been accepted by the City Council, endorsed by the Clerk of the Council with her signature and official seal noting hereon the action of approval of the Council, signed by the Executive Director or his duly authorized agent, and signed by the City Attorney, denoting his approval of the form of this document, and its execution, and when it or an exact copy of it has been either delivered to proposer or deposited with the United States Postal Service properly addressed to the proposer with the correct postage affixed thereto.

Proposer further agrees that upon delivery (as defined above) of the accepted agreement he/she will furnish City all required bonds and certificate of liability insurance within ten (10) days (excluding Saturdays, Sundays and City's legal holidays), or the funds, check, draft, or proposer's bond substituted in lieu thereof accompanying this proposal shall become the property of the City and shall be considered as payment of damages due to the delay and other causes suffered by City because of the failure to furnish the necessary bonds and because it is distinctly agreed that the proof of damages actually suffered by City is difficult to ascertain; otherwise said funds, check drafts, or proposer's bond substituted in lieu thereof shall be returned to the undersigned.

Proposer understands that a proposal is required for the entire work, that the estimated quantities set forth in the RFP schedule are solely for the purpose of comparing proposals, and that final compensation under the contract will be based upon the actual quantities of work satisfactorily completed.

All terms contained in the specifications, the certification of nondiscrimination by contractors, and the required insurance certificates are to be incorporated by reference into this agreement and are made specifically as part of this RFP.

Firm J&G Industries Inc

Signed and Printed Name: James K Cain James K Cain

Title President

Date MARCH 11, 2025

**THIS FORM MUST BE COMPLETED AND INCLUDED WITH THE PROPOSAL.  
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CITY OF SANTA ANA

ATTACHMENT D

NON-COLLUSION AFFIDAVIT

(Title 23 United States Code Section 112 and Public Contract Code Section 7106)

To the CITY OF SANTA ANA

In accordance with Title 23 United States Code Section 112 and Public Contract Code 7106 the proposer declares that the proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the proposal is genuine and not collusive or sham; that the proposer has not directly or indirectly induced or solicited any other proposer to put in a false or sham proposal, and has not directly or indirectly colluded, conspired, connived or agreed with any proposer or anyone else to put in a sham proposal, or that anyone shall refrain from bidding; that the proposer has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the proposal price of the proposer or any proposer, or to fix any overhead, profit, or cost element of the proposal price, or of that of any other proposer, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the proposal are true; and, further, that the proposer has not, directly or indirectly, submitted his or her proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham proposal.

Note: The above non-collusion affidavit is part of the proposal. Signing this proposal on the signature portion thereof shall also constitute signature of this non-collusion affidavit. Proposers are cautioned that making a false certification may subject the certifier to criminal prosecution.

Signed James K. Cain  
State of CA, County of Orange

Subscribed and sworn to (or affirmed) before me on this 8 day of March, 2025, by James K. Cain, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

[Signature]  
Notary Public Signature



Notary Public Seal

**THIS FORM MUST BE COMPLETED AND INCLUDED WITH THE PROPOSAL. PROPOSALS THAT DO NOT CONTAIN THIS FORM WILL BE CONSIDERED NONRESPONSIVE.**



CITY OF SANTA ANA

ATTACHMENT E
NON-LOBBYING CERTIFICATION

The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in conformance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

Signed: [Signature]
Title: President
Firm: J&G Industries Inc
Date: MARCH 11, 2025

THIS FORM MUST BE COMPLETED AND INCLUDED WITH THE PROPOSAL.
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## CITY OF SANTA ANA

### ATTACHMENT F

#### NON-DISCRIMINATION CERTIFICATION

The undersigned consultant or corporate officer, during the performance of this contract, certifies as follows:

1. The Consultant shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Consultant shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
2. The Consultant shall, in all solicitations or advertisements for employees placed by or on behalf of the Consultant, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
3. The Consultant shall send to each labor union or representative of workers with which he/she has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Consultant's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The Consultant shall comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
5. The Consultant shall furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his/her books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation, to ascertain compliance with such rules, regulations, and orders.
6. In the event of the Consultant's non-compliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, the contract may be canceled, terminated, or suspended in whole or in part and the Consultant may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
7. The Consultant shall include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontract



## CITY OF SANTA ANA

or purchase order as the administering agency may direct as means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event the Consultant becomes involved in, or is threatened with, litigation with a subconsultant or vendor as a result of such direction by the administering agency, the Consultant may request that the United States enter into such litigation to protect the interests of the United States.

8. Pursuant to California Labor Code Section 1735, as added by Chapter 643 Stats. 1939, and as amended, no discrimination shall be made in the employment of persons upon public works because of race, religious creed, color, national origin, ancestry, physical handicaps, mental condition, marital status, or sex of such persons, except as provided in Section 1420, and any consultant of public works violating this Section is subject to all the penalties imposed for a violation of the Chapter.

Signed:

*James K. Cain*

Title:

President

Firm:

J&G Industries Inc

Date:

MARCH 11, 2025

**THIS FORM MUST BE COMPLETED AND INCLUDED WITH THE PROPOSAL.  
PROPOSALS THAT DO NOT CONTAIN THIS FORM WILL BE CONSIDERED NONRESPONSIVE.**



CITY OF SANTA ANA

ATTACHMENT G
SUBCONTRACTOR DESIGNATION FORM

Bidder acknowledges and agrees that under Public Contract Code section 4100, et seq., it must clearly set forth below the name and location of each subcontractor who will perform work or labor or render service to the bidder...

If alternate bids are called for and bidder intends to use subcontractors different from or in addition to those subcontractors listed for work under the base bid, bidder must list subcontractors that will perform work in an amount in excess of one half of one percent (0.5%) of bidder's total bid, including alternates.

In case more than one subcontractor is named for the same kind of work, the Contractor is to state the portion of work that each subcontractor will perform. Bidders or suppliers of materials only do not need to be listed.

Listed below is the name of each subcontractor that will perform work, labor, or render services to the undersigned related to the work of this project. This is to include any subcontractor that will specially fabricate and install a portion of work according to detailed drawings contained in the plans and specifications in the amount greater than one half of one percent (.05%) of the contractors total bid.

Table with 2 columns: Contractor Information and Location/Bid Amount. Includes entries for 5M Contracting Inc and Van Diest Bros Inc.

Contractor will not be subcontracting any portion of work.

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CITY OF SANTA ANA

ATTACHMENT G
SUBCONTRACTOR DESIGNATION FORM

Bidder acknowledges and agrees that under Public Contract Code section 4100, et seq., it must clearly set forth below the name and location of each subcontractor who will perform work or labor or render service to the bidder in or about the work in an amount in excess of one-half of one percent (0.5%) of bidder's total bid and the kind of work that each will perform.

If alternate bids are called for and bidder intends to use subcontractors different from or in addition to those subcontractors listed for work under the base bid, bidder must list subcontractors that will perform work in an amount in excess of one half of one percent (0.5%) of bidder's total bid, including alternates.

In case more than one subcontractor is named for the same kind of work, the Contractor is to state the portion of work that each subcontractor will perform. Bidders or suppliers of materials only do not need to be listed. If further space is required for the list of proposed subcontractors, additional sheets showing the required information, as indicated below, shall be attached hereto and made a part of this document.

Listed below is the name of each subcontractor that will perform work, labor, or render services to the undersigned related to the work of this project. This is to include any subcontractor that will specially fabricate and install a portion of work according to detailed drawings contained in the plans and specifications in the amount greater than one half of one percent (0.5%) of the contractor's total bid. Additional sheets may be attached if needed.

Table with 2 columns: Subcontractor Name, Location, Portion of Work/Trade, Bid Amount, Contractor's License Number, DIR Registration No. Includes entry for BMP Solutions.

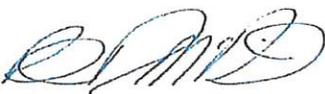
Contractor will not be subcontracting any portion of work.

THIS FORM MUST BE COMPLETED AND INCLUDED WITH THE PROPOSAL. PROPOSALS THAT DO NOT CONTAIN THIS FORM WILL BE CONSIDERED NONRESPONSIVE.



I, Ron McDaniel of 5M Contracting Inc have read Request for Proposal NO. 25-027 FOR CITYWIDE ON-CALL DEMOLITION SERVICES FOR ABATEMENT for the CITY OF SANTA ANA (including all addendums) and do hereby affirm and are in agreement to abide by the terms and conditions of the awarded contract to J&G INDUSTRIES INC by the CITY of SANTA ANA.

Name: Ron McDaniel

Sign:   
\_\_\_\_\_

Company: 5M Contracting

Title: President

Date: 03/10/2025



I, Gary Van Diest of Van Diest Bros Inc have read Request for Proposal NO. 25-027 FOR CITYWIDE ON-CALL DEMOLITION SERVICES FOR ABATEMENT for the CITY OF SANTA ANA (including all addendums) and do hereby affirm and are in agreement to abide by the terms and conditions of the awarded contract to J&G INDUSTRIES INC by the CITY of SANTA ANA.

Name: Gary Van Diest

Sign: *Gary Van Diest*

Company: Van Diest Bros Inc

Title: President

Date: 03/10/2025



I, Tony Decker of BMP Solutions have read Request for Proposal NO. 25-027 FOR CITYWIDE ON-CALL DEMOLITION SERVICES FOR ABATEMENT for the CITY OF SANTA ANA (including all addendums) and do hereby affirm and are in agreement to abide by the terms and conditions of the awarded contract to J&G INDUSTRIES INC by the CITY of SANTA ANA.

Name: Tony Decker

Sign: Tony Decker

Company: BMP Solutions

Title: VP

Date: 3-10-2025



CITY OF SANTA ANA

ATTACHMENT H
CARB FLEET COMPLIANCE CERTIFICATION

Bidder hereby acknowledges that they have reviewed the California Air Resources Board's policies, rules and regulations and are familiar with the requirements of Title 13, California Code of Regulations, Division 3, Chapter 9, effective on January 1, 2024 (the "Regulation"). Bidder hereby certifies, subject to penalty for perjury, that the option checked below relating to the Bidder's fleet, and/or that of their subcontractor(s) ("Fleet") is true and correct:

- X The Fleet is subject to the requirements of the Regulation, and the appropriate Certificate(s) of Reported Compliance have been attached hereto.
1 The Fleet is exempt from the Regulation under section 2449.1(f)(2), and a signed description of the subject vehicles, and reasoning for exemption has been attached hereto.
[] Bidder and/or their subcontractor is unable to procure R99 or R100 renewable diesel fuel as defined in the Regulation pursuant to section 2449.1(f)(3). Bidder shall keep detailed records describing the normal refueling methods, their attempts to procure renewable diesel fuel and proof that shows they were not able to procure renewable diesel (i.e. third-party correspondence or vendor bids).
[] The Fleet is exempt from the requirements of the Regulation pursuant to section 2449(l)(4) because this Project has been deemed an Emergency, as defined under section 2449(c)(18). Bidder shall only operate the exempted vehicles in the emergency situation and records of the exempted vehicles must be maintained, pursuant to section 2449(l)(4).
[] The Fleet does not fall under the Regulation or are otherwise exempted and a detailed reasoning is attached hereto.

J&G Industries Inc
Bidder's Company Name (please print or type)
Signature of Bidder
James K Cain
Print Name
President
Title
CARB Entity #E103517
DOORS ID

THIS FORM MUST BE COMPLETED AND INCLUDED WITH THE PROPOSAL.
PROPOSALS THAT DO NOT CONTAIN THIS FORM WILL BE CONSIDERED NONRESPONSIVE.