

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

CONTRACT

35193

THIS CONTRACT is made and entered, in duplicate, as of March 20, 2019 for reference purposes only, pursuant to a minute order adopted by the City Council of the City of Long Beach at its meeting held on March 19, 2019, by and between STL LANDSCAPE, INC., a California corporation ("Contractor"), whose address is 8122 Compton Avenue, Los Angeles, California 90001, and the CITY OF LONG BEACH, a municipal corporation ("City").

WHEREAS, pursuant to a Notice Inviting Bids for Long Beach Boulevard Blue Line Median Improvements in the City of Long Beach, California, dated February 22, 2019, and published by City, bids were received, publicly opened and declared on the date specified in said Notice; and

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

WHEREAS, the City Council authorized the City Manager to enter a contract with Contractor for the work described in Project Plans and Specifications No. R-7154;

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

1. SCOPE OF WORK. Contractor shall furnish all necessary labor, supervision, tools, materials, supplies, appliances, equipment and transportation for the work described in Project Plans and Specifications No. R-7154 for Long Beach Boulevard Blue Line Median Improvements in the City of Long Beach, California, said work to be performed according to the Contract Documents identified below. However, this Contract is intended to provide to City complete and finished work and, to that end, Contractor shall do everything necessary to complete the work, whether or not specifically described in the Contract Documents.

2. PRICE AND PAYMENT.

A. City shall pay to Contractor the amount(s) for materials and work identified in Contractor's Bid for Long Beach Boulevard Blue Line Median

1 Improvements in the City of Long Beach, California, attached hereto as Exhibit "A";
2 provided, however, that the total compensation to Contractor shall not exceed the
3 maximum cumulative amount of One Million Five Hundred Sixty Thousand Dollars
4 (\$1,560,000) for the estimated quantities established in the Bid, subject to additions
5 or deductions as provided in the Contract Documents.

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

9 3. CONTRACT DOCUMENTS.

10 A. The Contract Documents include: The Notice Inviting Bids,
11 Project Specifications No. R-7154 (which may include by reference the Standard
12 Specifications for Public Works Construction, latest edition, and any supplements
13 thereto, collectively the "Standard Specifications"); the City of Long Beach Standard
14 Plans; Project Drawing No. B-4755 for this work; the California Code of Regulations;
15 the various Uniform Codes applicable to trades; the prevailing wage rates;
16 Instructions to Bidders; the Bid; the bid security; the City of Long Beach
17 Disadvantaged, Minority and Women-Owned Business Enterprise Program; this
18 Contract and all documents attached hereto or referenced herein including but not
19 limited to insurance; Bond for Faithful Performance; Payment Bond; Notice to
20 Proceed; Notice of Completion; any addenda or change orders issued in
21 accordance with the Standard Specifications; any permits required and issued for
22 the work; approved final design drawings and documents; and the Information
23 Sheet. These Contract Documents are incorporated herein by the above reference
24 and form a part of this Contract.

25 B. Notwithstanding Section 2-5.2 of the Standard Specifications,
26 if any conflict or inconsistency exists or develops among or between Contract
27 Documents, the following priority shall govern: 1) Permit(s) from other public
28 agencies; 2) Change Orders; 3) this Contract (including any and all amendments

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

7 4. TIME FOR CONTRACT. Contractor shall commence work on a date
8 to be specified in a written Notice to Proceed from City and shall complete all work within
9 sixty (60) working days thereafter, subject to strikes, lockouts and events beyond the
10 control of Contractor. Time is of the essence hereunder. City will suffer damage if the
11 work is not completed within the time stated, but those damages would be difficult or
12 impractical to determine. So, Contractor shall pay to City, as liquidated damages, the
13 amount stated in the Contract Documents.

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

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

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

28 8. CLAIMS. Contractor shall, upon completion of the work, deliver

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

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

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

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

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

24 12. COORDINATION WITH GOVERNMENTAL REGULATIONS.

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

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

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

12 13. NOTICES.

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

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

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

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

7 16. CERTIFIED PAYROLL RECORDS.

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

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

26 C. The foregoing is in addition to, and not in lieu of, any other
27 requirements or obligations established and imposed by any department of the City
28 with regard to submission and retention of certified payroll records for Contractor

1 and subcontractors.

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

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

13 19. TAXES AND TAX REPORTING.

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

22 B. Contractor shall cooperate with City in all matters relating to
23 taxation and the collection of taxes, particularly with respect to the self-accrual of
24 use tax. Contractor shall cooperate as follows: (i) for all leases and purchases of
25 materials, equipment, supplies, or other tangible personal property totaling over
26 \$100,000 shipped from outside California, a qualified Contractor shall complete and
27 submit to the appropriate governmental entity the form in Appendix "A" attached
28 hereto; and (ii) for construction contracts and subcontracts totaling \$5,000,000 or

1 more, Contractor shall obtain a sub-permit from the California Department of Tax
2 and Fee Administration ("CFTA") for the Work site. "Qualified" means that the
3 Contractor purchased at least \$500,000 in tangible personal property that was
4 subject to sales or use tax in the previous calendar year.

5 C. Contractor shall create and operate a buying company, as
6 defined in CFTA Regulation 1699, subpart (i), in City if Contractor will purchase over
7 \$5,000,000 in tangible personal property subject to California sales and use tax.

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

23 E. Contractor shall not be entitled to and by signing this Contract
24 waives any claim or damages for delay against City if Contractor does not timely
25 submit these forms to the appropriate governmental entity. Contractor may request
26 a waiver to subsections B, C, and/or D. Waiver requests must be submitted in writing
27 and will be subject to City review and approval. Contractor may contact the Financial
28 Management Department, Budget Management Bureau at (562) 570-6425 for

1 assistance with the form.

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

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

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

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

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

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

1 shall not be deemed compliance with or a waiver of any requirements of the Contract
2 Documents.

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

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

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

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

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

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

1 Long Beach Business Services Division at 562-570-6200.”

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

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

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

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

16 30. DEFAULT. Default shall include but not be limited to Contractor's
17 failure to perform in accordance with the Plans and Specifications, failure to comply with
18 any Contract Document, failure to pay any penalties, fines or charges assessed against
19 Contractor by any public agency, failure to pay any charges or fees for services performed
20 by the City, and if Contractor has substituted any security in lieu of retention, then default
21 shall also include City's receipt of a stop notice. If default occurs and Contractor has
22 substituted any security in lieu of retention, then in addition to City's other legal remedies,
23 City shall have the right to draw on the security in accordance with Public Contract Code
24 Section 22300 and without further notice to Contractor. If default occurs and Contractor
25 has not substituted any security in lieu of retention, then City shall have all legal remedies
26 available to it.

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


STL LANDSCAPE, INC., a California corporation

March 25, 2019

By 
Name Feliciano Loera
Title President

March 25, 2019

Tom Modica
Assistant City Manager

By 
Name Dan Patterson
Title Corporate Secretary

EXECUTED PURSUANT TO SECTION 301 OF THE CITY CHARTER "Contractor"

CITY OF LONG BEACH, a municipal corporation

March 27, 2019

By 
City Manager

"City"

This Contract is approved as to form on 3-26, 2019.

CHARLES PARKIN, City Attorney

By 
Deputy

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

EXHIBIT "A"

Contractor's Bid

Bid Results for Project Long Beach Boulevard Blue Line Median Improvements (R-7154)
 Issued on 02/22/2019
 Bid Due on March 1, 2019 10:00 AM (Pacific)
 Exported on 03/18/2019

STL Landscape - Bid for R-7154 Long Beach Blvd Blue Line Median Improvements
 Line Items

Item Num	Description	UOM	Quantity	Unit Price	Line Total
1	Mobilization (incl. daily move in/out, surveying, etc.)	LS	1	\$71,935.00	\$71,935.00
2	Demolition, Removal, Clear & Grub, Disposal, etc.	LS	1	\$35,000.00	\$35,000.00
3	Erosion Control	LS	1	\$10,000.00	\$10,000.00
4	Palm Removal (dead Pygmy Date Palm & stump)	LS	1	\$5,000.00	\$5,000.00
5	Traffic Control (required daily for move in/out, deliveries, etc.)	LS	1	\$100,000.00	\$100,000.00
6	Construction Staking (Rock Cobble, Shrub Beds, etc.)	LS	1	\$10,000.00	\$10,000.00
7	Provide & Install Mortared Rock Cobbles Pavement	SF	20,000	\$15.00	\$300,000.00
8	Soil Prep & Fine Grade	SF	81,330	\$0.50	\$40,665.00
9	Irrigation (drip irrigation, drip- line, headers, footers, flush valves, indicators, complete)	SF	81,330	\$1.20	\$97,596.00
10	Provide & Install Control Valve Assembly in Valve Box complete (Drip valves)	EA	66	\$800.00	\$52,800.00
11	Provide & Install Control Valve Assembly in Valve Box complete (Tree valves)	EA	26	\$600.00	\$15,600.00
12	Provide & Install Calsense Irrigation Controllers (compatible with City Central)	EA	10	\$12,000.00	\$120,000.00
13	Provide & Install Tree Bubbler Irrigation	EA	528	\$80.00	\$42,240.00
14	Provide & Install master valve, backflow, flow sensor, at POC	EA	10	\$10,000.00	\$100,000.00
15	Provide & Install Misc. Irrigation Materials (lateral pipes, fittings, sleeves, etc.)	LS	1	\$100,000.00	\$100,000.00
16	Provide & Install 36" Box (Pygmy Date Palms, multi-trunk)	EA	80	\$1,200.00	\$96,000.00
17	Provide & Install 15-Gallon Shrubs	EA	144	\$125.00	\$18,000.00
18	Provide & Install 5-Gallon Shrubs	EA	4,004	\$40.00	\$160,160.00
19	Provide & Install 1-Gallon Shrubs	EA	4,801	\$12.00	\$57,612.00
20	Provide & Install 3" shredded Mulch	CY	753	\$60.00	\$45,180.00
21	Provide & Install 3" layer of Stabilized Decomposed Granite	SF	9,702	\$6.00	\$58,212.00
22	Provide 90 Day Maintenance	LS	1	\$24,000.00	\$24,000.00
				Total Bid	<u>\$1,560,000.00</u>

BIDDER'S NAME: STZ LANDSCAPE, INC.

BID TO THE CITY OF LONG BEACH
Long Beach Boulevard Blue Line Median Improvement

In accordance with the Notice Inviting Bids for this Work in the City of Long Beach, California, to be opened on March 1, 2019, at 10:00 a.m., we offer to furnish all necessary labor, tools, materials, appliances and equipment for and perform all Work mentioned in the Notice Inviting Bids, in full compliance with Plans & Specifications No. R-7154 at the prices listed below.

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

The basis for determination of the low, responsive bid is the sum of the Total for the bid items.

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE (IN FIGURES)	ITEM TOTAL (IN FIGURES)
1.	Mobilization (incl. daily move in/out, surveying, etc.)	1	LS		
2.	Demolition, Removal, Clear & Grub, Disposal, etc.	1	LS		
3.	Erosion Control	1	LS		
4.	Palm Removal (dead Pygmy Date Palm & stump)	1	LS		
5.	Traffic Control (required daily for move in/out, deliveries, etc.)	1	LS		
6.	Construction Staking (Rock Cobble, Shrub Beds, etc.)	1	LS		
7.	Provide & Install Mortared Rock Cobbles Pavement	20,000	SF		
8.	Soil Prep & Fine Grade	81,330	SF		
9.	Irrigation (drip irrigation, drip-line, headers, footers, flush valves, indicators, complete)	81,330	SF		
10.	Provide & Install Control Valve Assembly in Valve Box complete (Drip valves)	66	EA		
11.	Provide & Install Control Valve Assembly in Valve Box complete (Tree valves)	26	EA		

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE (IN FIGURES)	ITEM TOTAL (IN FIGURES)
12.	Provide & Install Calsense Irrigation Controllers (compatible with City Central)	10	EA		
13.	Provide & Install Tree Bubblers Irrigation	528	EA		
14.	Provide & Install master valve, backflow, flow sensor, at POC	10	EA		
15.	Provide & Install Misc. Irrigation Materials (lateral pipes, fittings, sleeves, etc.)	1	LS		
16.	Provide & Install 36" Box (Pygmy Date Palms, multi-trunk)	80	EA		
17.	Provide & Install 15-Gallon Shrubs	144	EA		
18.	Provide & Install 5-Gallon Shrubs	4,004	EA		
19.	Provide & Install 1-Gallon Shrubs	4,801	EA		
20.	Provide & Install 3" shredded Mulch	753	CY		
21.	Provide & Install 3" layer of Stabilized Decomposed Granite	9,702	SF		
22.	Provide 90 Day Maintenance	1	LS		

TOTAL AMOUNT of BID: To be entered electronically on Planetbids

We understand that these quantities are estimates only and are given solely for the purpose of facilitating the comparison of Bids, and that the Contractor's compensation will be computed on the basis of the actual quantities in the completed Work.

The following information will be used for statistical analysis only.

Is the Bidder a Disadvantaged Business (DBE)? N If yes, certification No. _____
 Is the Bidder a Minority-Owned Business? N Which racial minority? _____
 Is the Bidder a Women-Owned Business? N
 Is the Bidder a certified Small Business? Y If yes, certification No. 1732012

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

planetbids

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

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

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

*Pen
Answer
3*

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

2/28/19
Date of Site Examination

STL Landscaper, Inc.
Company

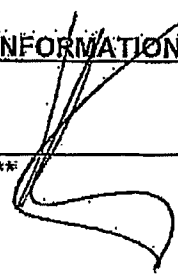
Dan Patterson Secretary
Printed Name of Company Representative


Signature of Representative

2/28/19
Date

BIDDER INFORMATION / SIGNATURE

Signature**



STL Landscape, Inc.

Legal Name of Company

Dan Patterson Secretary

Print Name / Title

Feliciano Loera and Sergio Lopez

Names of Other General Partners

None

Names of Other Partners

California

State of Incorporation

N/A

State Where Registered as LLC

TBD

City of Long Beach Business License Number

8122 Compton Ave Los Angeles, Ca 90001

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

TBD

City of Long Beach Business License Expiration Date

323 581-8200

323-581-8155

Telephone Number / Fax Number

TBD

Address on City Business License

dah@stlandscapeinc.com

Email Address of Individual to Contact

956281

Contractor's License Number

100010217

DIR Registration Number

**

N/A If Bidder is an individual, set forth his/her signature.

N/A If Bidder is a joint venture, set forth the name of the joint venture with the signature of an authorized representative of each venture.

N/A If Bidder is a general partnership, set forth the signature of the general partner.

N/A If Bidder is a limited partnership, provide names of other partners.

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

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

(Continued on Next Page)

**CONTRACTOR'S QUALIFICATIONS AND EXPERIENCE STATEMENT
IN THE CITY OF LONG BEACH, CALIFORNIA
FOR
Long Beach Blvd Blue Line Median Improvement
INSTRUCTIONS**

Work Description

The Work to be done consists of, but is not limited to, the installation of a new Mortared Rock Cobble Pavement and associated work, as shown on the Plans and Specifications.

The City has established related qualifications and experience requirements for the Contractor or its subcontractor for this Work. The installer of the Mortared Rock Cobble Pavement shall have the related qualifications and experience in placement and finishing work similar to that specified in these Contract documents. Each Bidder shall submit the following with its Bid.

Related Experience

1. Experience Period: Minimum five (5) years' experience.
2. Demonstration of Experience: Minimum of Five (5) projects which have been completed within the past Five (5) years utilizing similar products, scope, and complexity.
3. Supervision: Placement and finishing of concrete work shall be performed under the supervision of a person having a minimum of five (5) years' experience in the placement and finishing of products specified herein.
4. Previous projects shall be located in Los Angeles, Orange, Riverside, or San Bernardino Counties. A listing of projects and addresses shall be provided with the bid and shall be reviewed and approved by the City prior to award of the bid.

**CONTRACTOR'S QUALIFICATIONS AND EXPERIENCE STATEMENT
IN THE CITY OF LONG BEACH, CALIFORNIA
FOR
Long Beach Blvd Blue Line Median Improvement**

PROJECT EXPERIENCE No. 1 For Mortared Rock Cobble Pavement	Project Title	Route 91 Highway Planting 07-2X9204		
	Location	Route 91 Long Beach from Santa Fe to Avalon	Date Completed	4/14
	Owner's Name, Street Address and Telephone	Caltrans Long Beach Construction Field Office 17912 Crusader Avenue, Suite 101 Cerritos, CA 90703 562-860-3085 Ext 107 Hassan Fayad		
	Description of Project / Type of Work	Rock Blanket		
	Add'l Relevant Information	STL was a Subcontractor to Autobahn Construction @ 714-397-9843 John Korb Very Difficult Project on Slopes Below 91 Freeway Overcrossings Example: Santa Fe Ave		
	Your Role in Project	Dan Patterson Project Manager & Sergio Lopez Site Superintendent		
	Contract Amount	\$ 150,000		

PROJECT EXPERIENCE No. 2 For Mortared Rock Cobble Pavement	Project Title	Valley Blvd Median Rock Blanket		
	Location	County of San Bernardino	Date Completed	6/14
	Owner's Name, Street Address and Telephone	NIDHAM ALRAYES, PE Resident Engineer Contracts Division DPW San Bernardino County 909-387-1831		
	Description of Project / Type of Work	Rock Blanket		
	Add'l Relevant Information	\$588,000 100% Rock Blanket on Valley Blvd Median		
	Your Role in Project	Dan Patterson Project Manager & Sergio Lopez Site Superintendent		
	Contract Amount	\$ 588,000		

**CONTRACTOR'S QUALIFICATIONS AND EXPERIENCE STATEMENT
IN THE CITY OF LONG BEACH, CALIFORNIA
FOR:**

Long Beach Blvd Blue Line Median Improvement

PROJECT EXPERIENCE No. 3 For Mortared Rock Cobble Pavement	Project Title	Various Locations in Caltrans District 8 Emergency Work		
	Location	San Bernardino/Riverside Counties	Date Completed	6/15
	Owner's Name, Street Address and Telephone	Caltrans Colton Construction Field Office Kerry Robinson 790 Via Lata, Suite 100 Colton, Ca. 92324 (951) 232-3929		
	Description of Project / Type of Work	Rock Blanket and Irrigation Repairs		
	Add'l Relevant Information (Circle Yes or No)	All Field Workers have extensive experience installing rock blanket in Caltrans all Districts, we specialize in tight fitting rock.		
	Your Role in Project	Dan Patterson Project Manager & Sergio Lopez Site Superintendent		
	Contract Amount \$ 1.1 Million			

PROJECT EXPERIENCE No. 4 For Mortared Rock Cobble Pavement	Project Title	Sidewalk, ADA Ramps, Rock Blanket on Route 18 in Big Bear Lake		
	Location	Big Bear Lake	Date Completed	10/17
	Owner's Name, Street Address and Telephone	Caltrans Colton Construction Field Office Ken Tran 790 Via Lata, Suite 100 Colton, Ca. 92324 (909) 944-3312		
	Description of Project / Type of Work	Sidewalk, ADA Ramps and Rock Blanket		
	Add'l Relevant Information (Circle Yes or No)	Rock Blanket was used to aesthetically replace planting areas for permanent erosion control		
	Your Role in Project	Dan Patterson Project Manager & Sergio Lopez Site Superintendent		
	Contract Amount \$ 2,670,000			

**CONTRACTOR'S QUALIFICATIONS AND EXPERIENCE STATEMENT
IN THE CITY OF LONG BEACH, CALIFORNIA
FOR
Long Beach Blvd Blue Line Median Improvement**

PROJECT EXPERIENCE No. 5 For Mortared Rock Cobble Pavement	Project Title	Route 91 Highway Textured Concrete 07-296204		
	Location	Long Beach, Route 91 Downey Ave. to Atlantic	Date Completed	10/18
	Owner's Name, Street Address and Telephone.	Downey Field Office Juan Arias PE 562-933-4101 Ext 260 11229 S. Woodruff Avenue Downey, CA 90241		
	Description of Project / Type of Work.	Textured Concrete and Rock Blanket		
	Add'l Relevant Information	Rock Blanket below Route 91 overcrossings.		
	Your Role in Project	Dan Patterson Project Manager & Sergio Lopez Site Superintendent		
	Contract Amount \$ 1,160,000			

Signature

Dan Patterson, Secretary

Name and Title of Signing Officer.

STL Landscape, Inc
Company Name

8122 Compton Ave Los Angeles Ca 90001
Business Address

323-581-8200
Telephone

323-581-8155
Fax

2/28/19

Date

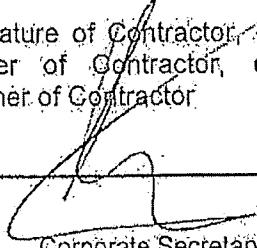
WORKERS' COMPENSATION CERTIFICATION

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

Contractor's Name:

STL Landscape, Inc

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



Title: Corporate Secretary

Date: 2/28/19

EXHIBIT B

INFORMATION TO COMPLY WITH LABOR CODE SEC. 2810

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

- 1) Workers' Compensation Insurance:
 - A. Policy Number: STWC924662
 - B. Name of Insurer (NOT Broker): Oak River Insurance Company
 - C. Address of Insurer: 70 S Lake Ave, Pasadena, CA 91101
 - D. Telephone Number of Insurer: (888) 495-8949

- 2) For vehicles owned by Contractor and used in performing work under this Contract:
 - A. VIN (Vehicle Identification Number): 1GT21XE8XFZ509160
 - B. Automobile Liability Insurance Policy Number: WPP113245705
 - C. Name of Insurer (NOT Broker): Wesco Insurance Co.
 - D. Address of Insurer: 420 Maple Ave, Yukon, OK 73099
 - E. Telephone Number of Insurer: (405) 354-5201

- 3) Address of Property used to house workers on this Contract, if any: _____
Not Applicable

- 4) Estimated total number of workers to be employed on this Contract: 8

- 5) Estimated total wages to be paid those workers: \$2,000/Week Each

- 6) Dates (or schedule) when those wages will be paid: Weekly

- 7) (Describe schedule: For example, weekly or every other week or monthly)
Estimated total number of independent contractors to be used on this Contract: _____
None

- 8) Taxpayer's Identification Number: [REDACTED]

EXHIBIT C

EXHIBIT “D”

List of Subcontractors:

LIST OF SUBCONTRACTORS

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

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

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

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

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

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

APPENDIX “A”

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

STATE OF CALIFORNIA
 BOARD OF EQUALIZATION

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

SECTION I – BUSINESS INFORMATION

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

SECTION II – MULTIPLE BUSINESS LOCATIONS

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

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

SECTION III – CERTIFICATION STATEMENT

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

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

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

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

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

SIGNATURE	TITLE
NAME (typed or printed)	DATE

(See reverse side for general information and filing instructions)

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

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

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

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

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

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

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

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

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

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

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

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

Executed in Duplicate

Premium: \$15,931.00

Performance Bond
No. PB03081700364

Premium is for contract term
and is subject to adjustment
based on final contract price

PERFORMANCE BOND
(Bond for Faithful Performance)

WHEREAS, The CITY OF LONG BEACH, a municipal corporation of the State of California, hereinafter the "City" or "Obligee," have conditionally awarded to STL LANDSCAPE, INC., a California corporation designated as the "Contractor" or "Principal" herein, a contract for the work ("Work") described as follows: Long Beach Boulevard Blue Line Median Improvements, as described in Specification No.: R-7154, Addenda and related drawings.

WHEREAS, the Principal is about to enter into a Contract with Obligee for performance of the Work, which Contract, and all Contract Documents set forth therein are incorporated herein by this reference.

WHEREAS, the Principal is required to furnish a bond guaranteeing the prompt, full and faithful performance of its obligations under the Contract Documents concurrently with delivery to Obligee of the executed Contract.

NOW, THEREFORE, we the undersigned Contractor, as Principal, and Philadelphia Indemnity Insurance Company an admitted surety insurer in the State of California, as Surety, are held and firmly bound unto THE CITY OF LONG BEACH, a municipal corporation of the State of California (hereinafter the "City" or "Obligee") in the penal sum of One Million Five Hundred Sixty Thousand Dollars (\$1,560,000) lawful money of the United States, for the payment of which sum, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT:

If the Principal shall promptly, fully and faithfully perform each and all of the obligations and things to be done and performed by the Principal in strict accordance with the terms of the Contract Documents as said Contract Documents may be modified or amended from time to time; and if the Principal shall indemnify and save harmless the Obligee and all of its officers, agents and employees from any and all losses, liability and damages, claims, judgments, stop notices, costs, and fees of every description, whether imposed by law or equity, which may be incurred by the Obligee by reason of the failure or default on the part of the Principal in the performance of any or all of the terms or the obligations of the Contract Documents, as they may be amended and supplemented including, but not limited to, its liability for liquidated damages for delay, all warranties or guarantees required thereunder and indemnity obligations; then this obligation shall be void; otherwise, it shall be, and remain, in full force and effect.

Whenever the Principal shall be, and is declared by the Obligee to be in default under the Contract, which shall include without limitation, any breach or default of the Contract Documents, then, after written notice from the Obligee to the Surety, as provided for below, the Surety shall either remedy the default or breach by the Principal or shall promptly and faithfully take charge of the Work of and complete the Work in accordance with the requirements of the Contract Documents with a contractor other than the Principal at its own expense and make available as work progresses sufficient funds to pay the cost of completion less the balance of the Contract price including other costs and damages for which the surety may be liable hereunder; provided, however, that the procedure by which the Surety undertakes to discharge its obligations under this Bond shall be subject to the advance written approval of the Obligee.

Within fifteen (15) days of Obligee's written notice to the Surety of the failure of performance of the Contract by the Principal, it shall be the duty of the Surety to give to the Obligee an unequivocal notice in writing of the Surety's election to remedy the default(s) of the Principal promptly, or to arrange for performance of the Contract promptly by a Contractor other than the Principal, time being of essence to this Bond. In said Notice of Election, the Surety shall state the date of commencement of its cure or remedy of the Principal's default(s) or its performance of the Contract. The Surety's obligations for cure or remedy, include but are not limited to: correction of defective work and completion of the Contract, additional legal, design professional and delay costs arising from Surety's actions or failure to act; and liquidated damages, or if no liquidated damages are specified in the Contract, actual damages caused by delayed performance or non-performance by the Principal. The Surety shall give prompt written notice to the Obligee upon completion of the cure or remedy of the Principal's default(s) of its performance of the Construction Contract.

If the Surety does issue its Notice of Election and does not proceed to cure or remedy the Principal's default(s) of its performance of the Work with reasonable promptness, the Surety shall be deemed to be in default on this bond fifteen (15) days after receipt of a written notice from Obligee to the Surety demanding that the Surety perform its obligations under this Bond, and the Obligee shall be entitled to enforce any remedy available to Obligee.

The Surety and Principal, for value received, hereby stipulate and agree that no change, extension of time, modification, alteration or addition to the terms of the Contract or Contract Documents or to the Work to be performed thereunder shall in any way affect or release the Principal or Surety or their respective heirs, executors, administrators, successors and assigns from their obligations on this bond, and Surety does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract, or Contract Documents, or to the Work. No premature payment by the City to the Principal shall release or exonerate the Surety, unless the Officer or Board of the City ordering the payment shall have actual notice at the time the order is made that the payment is in fact premature, and then only to the extent that such payment shall result in actual loss to the Surety, but in no event more than the amount of such premature payment.

FURTHER, Principal and Surety agree that if Obligee is required to engage the services of attorneys in connection with enforcement of the bond, each shall pay Obligee's reasonable attorneys' fees incurred, with or without suit, in addition to the above penal sum.

The guarantees contained herein shall survive the final completion of the Work called for in the Contract Documents with respect to the obligations and liabilities of the Principal which survive such final completion.

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety above-named, on the 22nd day of March, 2019.

Philadelphia Indemnity Insurance Company
By: Laurie B. Druck ^{Surety Name}
Laurie B. Druck _{Signature}
Name: Laurie B. Druck _{Printed Name}
Title: Attorney-in-Fact
Address: 251 S. Lake Ave., Suite 360 Pasadena, CA 91101
Telephone: 626-639-1321
Laurie B. Druck
Attorney-in-Fact
Laurie B. Druck _{Signature}

STL LANDSCAPE, INC., a California corporation
By: [Signature] _{Signature}
Name: DAN PATTERSON _{Printed Name}
Title: CORPORATE SECRETARY
By: [Signature] _{Signature}
Name: Feliciano Loren _{Printed Name}
Title: President

(Attach Attorney-in-Fact Certificate, Corporate Seal and Surety Seal)

3-26, 2019

3/25, 2019

Approved as to form.
CHARLES PARKIN, City Attorney
By: [Signature] _{Deputy City Attorney}

Approved as to sufficiency.
CITY OF LONG BEACH, a municipal corporation
By: [Signature] _{City Manager/City Engineer}

- NOTE:
1. Execution of this bond must be acknowledged by both PRINCIPAL and SURETY before a Notary Public and Notary's certificate of each acknowledgment must be attached.
 2. A corporation must execute this bond by duly authorized officers or agents, and a certified copy of a resolution of its Board of Directors authorizing such execution, or other evidence of authority for such execution, must be attached if executed by persons other than the officers listed in Section 313, California Corporations Code.

7 CALIFORNIA; ALL-PURPOSE ACKNOWLEDGEMENT

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

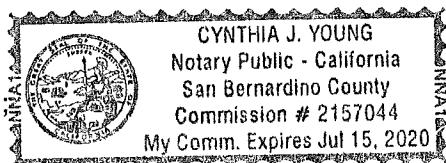
State of California)
County of San Bernardino) ss.

On March 22, 2019 before me, Cynthia J. Young, Notary Public
Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared Laurie B. Druck

Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.



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

WITNESS my hand and official seal.

Cynthia J. Young
Signature of Notary Public

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____
Document Date: _____ Number of Pages: _____
Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

- Individual
- Corporate Officer
Title _____
- Partner -- Limited General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer is Representing:

STATE OF CALIFORNIA
DEPARTMENT OF INSURANCE N^o 07927
SAN FRANCISCO

Amended
Certificate of Authority

THIS IS TO CERTIFY THAT, Pursuant to the Insurance Code of the State of California,

Philadelphia Indemnity Insurance Company

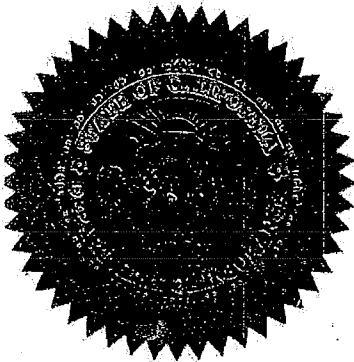
of Bala Cynwyd, Pennsylvania, organized under the
laws of Pennsylvania, subject to its Articles of Incorporation or
other fundamental organizational documents, is hereby authorized to transact within the State, subject to
all provisions of this Certificate, the following classes of insurance:

Fire, Marine, Surety, Plate Glass,
Liability, Boiler and Machinery, Burglary,
Sprinkler, Automobile, and Miscellaneous

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

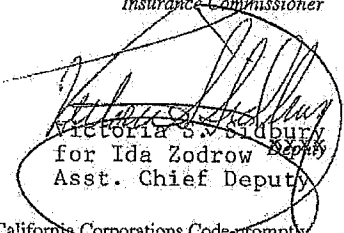
THIS CERTIFICATE is expressly conditioned upon the holder hereof now and hereafter being in
full compliance with all, and not in violation of any, of the applicable laws and lawful requirements made
under authority of the laws of the State of California as long as such laws or requirements are in effect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

IN WITNESS WHEREOF, effective as of the 14th
day of October, 2004, I have hereunto
set my hand and caused my official seal to be affixed this
14th day of October, 2004



John Garamendi
Insurance Commissioner

By


Victoria S. Sidbury
for Ida Zodrow
Asst. Chief Deputy

NOTICE:

Qualification with the Secretary of State must be accomplished as required by the California Corporations Code promptly
after issuance of this Certificate of Authority. Failure to do so will be a violation of Insurance Code Section 701 and will be
grounds for revoking this Certificate of Authority pursuant to the covenants made in the application therefor and the
conditions contained herein.

PHILADELPHIA INDEMNITY INSURANCE COMPANY

One Bala Plaza, Suite 100
Bala Cynwyd, PA 19004-0950

Power of Attorney

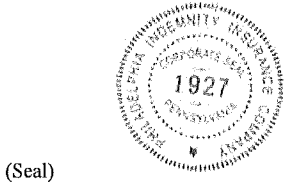
KNOW ALL PERSONS BY THESE PRESENTS: That **PHILADELPHIA INDEMNITY INSURANCE COMPANY** (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint **Jay P. Freeman, Cynthia J. Young, Laurie B. Druck, Christina Mountz and Cynthia J. Russell of Alliant Insurance Services, Inc.**, its true and lawful Attorney-in-fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed \$50,000,000.00.

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PHILADELPHIA INDEMNITY INSURANCE COMPANY on the 14th of November, 2016.

RESOLVED: That the Board of Directors hereby authorizes the President or any Vice President of the Company: (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and to attach the seal of the Company thereto; and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, be it

FURTHER RESOLVED: That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

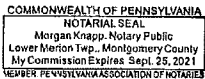
IN TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 27TH DAY OF OCTOBER, 2017.



(Seal)

Robert D. O'Leary Jr., President & CEO
Philadelphia Indemnity Insurance Company

On this 27th day of October, 2017, before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the **PHILADELPHIA INDEMNITY INSURANCE COMPANY**; that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed.



(Notary Seal)

Notary Public: Morgan Knapp
residing at: Bala Cynwyd, PA
My commission expires: September 25, 2021

I, Edward Sayago, Corporate Secretary of PHILADELPHIA INDEMNITY INSURANCE COMPANY, do hereby certify that the foregoing resolution of the Board of Directors and the Power of Attorney issued pursuant thereto on the 27th day of October, 2017 are true and correct and are still in full force and effect. I do further certify that Robert D. O'Leary Jr., who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of PHILADELPHIA INDEMNITY INSURANCE COMPANY.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 22nd day of March, 20 19.



Edward Sayago, Corporate Secretary
PHILADELPHIA INDEMNITY INSURANCE COMPANY

ACKNOWLEDGMENT

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

State of California
County of Los Angeles)

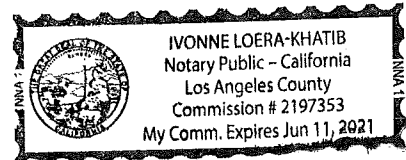
On March 25, 2019 before me, Ivonne Loera-Khatib, Notary Public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature *Ivonne Loera* (Seal)



Premium included in charge for
Performance Bond

Payment Bond
No. PB03081700364

**PAYMENT BOND
(Labor and Material Bond)**

WHEREAS, The CITY OF LONG BEACH, a municipal corporation, hereinafter the "City" or "Obligee," have conditionally awarded to STL LANDSCAPE, INC., a California corporation designated as the "Contractor" or "Principal" herein, a contract for the work ("Work") described as follows: Long Beach Boulevard Blue Line Median Improvements, as described in Specification R-7154, Addenda and related drawings.

WHEREAS, the Principal is about to enter into a Contract with the Obligee for the performance of the Work, which Contract and all Contract Documents set forth therein are incorporated herein by this reference.

WHEREAS, by the terms of said Contract Documents, as well as Civil Code Sections 9550 and 9554, Principal is required to furnish a bond for the prompt, full and faithful payment to any Claimant, as hereinafter defined, for all labor, materials or services used or reasonably required for use in the performance of the Work of the Project;

NOW THEREFORE, we the undersigned Contractor, as Principal, and Philadelphia Indemnity Insurance Company admitted as a surety insurer in the State of California ("Surety"), are held and firmly bound to the City for payment of the penal sum of One Million Five Hundred Sixty Thousand Dollars (\$1,560,000) lawful money of the United States, for which payment we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally.

THE CONDITION OF THIS OBLIGATION IS SUCH that if said Principal, shall fail to pay any of the persons named in Civil Code Section 9100 ("Claimants"), for all labor, materials or services used or reasonably required for use in performance of the Work of the Project, or for any amounts due under the Unemployment Insurance Code with respect to work or labor performed by any such Claimant on the Project, or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the Contractor and subcontractors pursuant to Section 13020 of the Unemployment Insurance Code with respect to such work and labor, that the surety or sureties herein will pay for the same in an amount not exceeding the sum specified in this bond, otherwise the above obligation shall be void.

If suit is brought upon this bond, the said Surety will pay reasonable attorney's fees to be fixed by the court.

This bond shall inure to the benefit of any of the persons named in Civil Code Section 9100 so as to give a right of action to such persons or the assigns in any suit brought upon this bond.

The Surety and Principal, for value received, hereby stipulate and agree that no change, extension of time, modification, alteration or addition to the terms of the Contract or Contract Documents or to the Work to be performed thereunder shall in any way affect or release the Principal or Surety or their respective heirs, executors, administrators, successors and assigns from their obligations on this bond, and Surety does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract, or Contract Documents, or to the Work. No premature payment by the City to the Principal shall release or exonerate the Surety, unless the Officer or Board of the City ordering the payment shall have actual notice at the time the order is made that the payment is in fact premature, and then only to the extent that such payment shall result in actual loss to the Surety, but in no event more than the amount of such premature payment.

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety above-named, on the 22nd day of March, 2019.

Philadelphia Indemnity Insurance Company
By: Laurie B. Druck Surety Name
Signature
Name: Laurie B. Druck Printed Name
Title: Attorney-in-Fact
Address: 251 S. Lake Ave., Suite 360 Pasadena, CA 91101
Telephone: 626-639-1321
Laurie B. Druck
Attorney-in-Fact
Laurie B. Druck
Signature

STL LANDSCAPE, INC., a California corporation
By: [Signature]
Signature
Name: DAN PATTERSON Printed Name
Title: CORPORATE SECRETARY
By: [Signature]
Signature
Name: FELICIANO LOERA Printed Name
Title: PRESIDENT

(Attach Attorney-in-Fact Certificate, Corporate Seal and Surety Seal)

3-26, 2019

3/25, 2019

Approved as to form.

Approved as to sufficiency.

CHARLES PARKIN, City Attorney
By: [Signature]
Deputy City Attorney

CITY OF LONG BEACH, a municipal corporation
By: [Signature]
City Manager/City Engineer

NOTE:

1. Execution of this bond must be acknowledged by both PRINCIPAL and SURETY before a Notary Public and Notary's certificate of each acknowledgment must be attached.
2. A corporation must execute this bond by duly authorized officers or agents, and a certified copy of a resolution of its Board of Directors authorizing such execution, or other evidence of authority for such execution, must be attached if executed by persons other than the officers listed in Section 313, California Corporations Code.

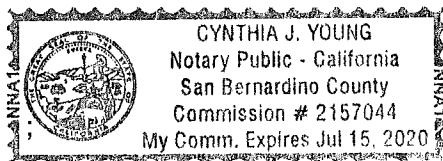
7 CALIFORNIA; ALL-PURPOSE ACKNOWLEDGEMENT

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

State of California)
County of San Bernardino) ss.

On March 22, 2019 before me, Cynthia J. Young, Notary Public
Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared Laurie B. Druck
Name(s) of Signer(s)



who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

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

WITNESS my hand and official seal.

Cynthia J. Young
Signature of Notary Public

OPTIONAL

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

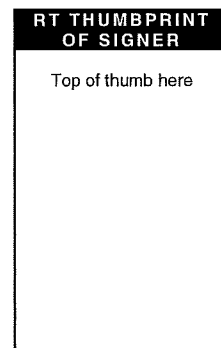
Description of Attached Document

Title or Type of Document: _____
Document Date: _____ Number of Pages: _____
Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

- Individual
- Corporate Officer
Title _____
- Partner -- Limited General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer is Representing:

STATE OF CALIFORNIA
DEPARTMENT OF INSURANCE N^o 07927
SAN FRANCISCO

Amended
Certificate of Authority

THIS IS TO CERTIFY THAT, Pursuant to the Insurance Code of the State of California,

Philadelphia Indemnity Insurance Company

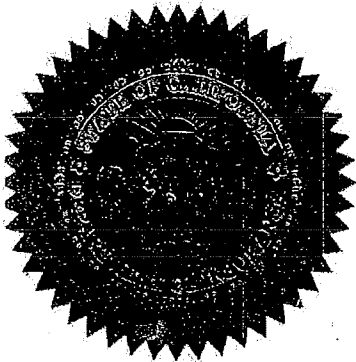
of Bala Cynwyd, Pennsylvania, organized under the
laws of Pennsylvania, subject to its Articles of Incorporation or
other fundamental organizational documents, is hereby authorized to transact within the State, subject to
all provisions of this Certificate, the following classes of insurance:

Fire, Marine, Surety, Plate Glass,
Liability, Boiler and Machinery, Burglary,
Sprinkler, Automobile, and Miscellaneous

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

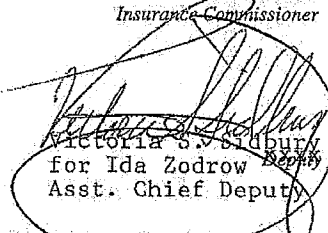
THIS CERTIFICATE is expressly conditioned upon the holder hereof now and hereafter being in
full compliance with all, and not in violation of any, of the applicable laws and lawful requirements made
under authority of the laws of the State of California as long as such laws or requirements are in effect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

IN WITNESS WHEREOF, effective as of the 14th
day of October, 2004, I have hereunto
set my hand and caused my official seal to be affixed this
14th day of October, 2004.



John Garamendi
Insurance Commissioner

By


Victoria S. Oldbury
for Ida Zodrow, Deputy
Asst. Chief Deputy

NOTICE:

Qualification with the Secretary of State must be accomplished as required by the California Corporations Code promptly after issuance of this Certificate of Authority. Failure to do so will be a violation of Insurance Code Section 701 and will be grounds for revoking this Certificate of Authority pursuant to the covenants made in the application therefor and the conditions contained herein.

PHILADELPHIA INDEMNITY INSURANCE COMPANY

One Bala Plaza, Suite 100
Bala Cynwyd, PA 19004-0950

Power of Attorney

KNOW ALL PERSONS BY THESE PRESENTS: That **PHILADELPHIA INDEMNITY INSURANCE COMPANY** (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint **Jay P. Freeman, Cynthia J. Young, Laurie B. Druck, Christina Mountz and Cynthia J. Russell of Alliant Insurance Services, Inc.**, its true and lawful Attorney-in-fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed \$50,000,000.00.

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PHILADELPHIA INDEMNITY INSURANCE COMPANY on the 14th of November, 2016.

RESOLVED: That the Board of Directors hereby authorizes the President or any Vice President of the Company: (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and to attach the seal of the Company thereto; and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, be it

FURTHER RESOLVED: That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

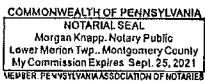
IN TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 27TH DAY OF OCTOBER, 2017.



(Seal)

Robert D. O'Leary Jr., President & CEO
Philadelphia Indemnity Insurance Company

On this 27th day of October, 2017, before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the **PHILADELPHIA INDEMNITY INSURANCE COMPANY**; that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed.

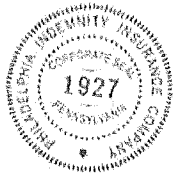


(Notary Seal)

Notary Public: Morgan Knapp
residing at: Bala Cynwyd, PA
My commission expires: September 25, 2021

I, Edward Sayago, Corporate Secretary of PHILADELPHIA INDEMNITY INSURANCE COMPANY, do hereby certify that the foregoing resolution of the Board of Directors and the Power of Attorney issued pursuant thereto on the 27th day of October, 2017 are true and correct and are still in full force and effect. I do further certify that Robert D. O'Leary Jr., who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of PHILADELPHIA INDEMNITY INSURANCE COMPANY.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 28th day of March, 2019.



Edward Sayago, Corporate Secretary
PHILADELPHIA INDEMNITY INSURANCE COMPANY

ACKNOWLEDGMENT

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

State of California
County of Los Angeles)

On March 25, 2019 before me, Ivonne Loera-Khatib, Notary Public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature *Ivonne Loera-Khatib* (Seal)

