

CONTRACT

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THIS CONTRACT is made and entered, in duplicate, as of January 10, 2022 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 January 4, 2022, by and between PARDESS AIR, INC., a California corporation ("Contractor"), whose address is 1769 Kelton Avenue, Los Angeles, California 90024, and the CITY OF LONG BEACH, a municipal corporation ("City").

WHEREAS, pursuant to a Notice Inviting Bids for the Emergency Communication and Operation Center HVAC System Upgrade in the City of Long Beach, California, dated October 5, 2021, 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. 3005010080;

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. 3005010080 for the Emergency Communication and Operation Center HVAC System Upgrade 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 the Emergency Communication and Operation

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1 Center HVAC System Upgrade in the City of Long Beach, California, attached
2 hereto as Exhibit "A"; provided, however, that the total compensation to Contractor
3 shall not exceed the maximum cumulative amount of Five Hundred Seventeen
4 Thousand Dollars (\$517,000) for the estimated quantities established in the Bid,
5 subject to additions 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) (the
9 "Greenbook").

10 3. CONTRACT DOCUMENTS.

11 A. The Contract Documents include: The Notice Inviting Bids,
12 Project Specifications No. 3005010080 (which may include by reference the
13 Standard Specifications for Public Works Construction, latest edition, and any
14 supplements thereto, collectively the "Standard Specifications"); the City of Long
15 Beach Standard Plans; Project Drawing No. E-1.0 for this work; the California Code
16 of Regulations; the various Uniform Codes applicable to trades; the prevailing wage
17 rates; Instructions to Bidders; the Bid; the bid security; the City of Long Beach
18 Disadvantaged, Minority and Women-Owned Business Enterprise Program; this
19 Contract and all documents attached hereto or referenced herein including but not
20 limited to insurance; Bond for Faithful Performance; Payment Bond; Notice to
21 Proceed; Notice of Completion; any addenda or change orders issued in
22 accordance with the Standard Specifications; any permits required and issued for
23 the work; approved final design drawings and documents; and the Information
24 Sheet ("Contract Documents"). These Contract Documents are incorporated herein
25 by the above reference and form a part of this Contract.

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

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

8 4. TIME FOR CONTRACT. The term of this Contract shall commence
9 at midnight on January 1, 2022, and shall terminate at 11:59 p.m. on December 31, 2022,
10 unless sooner terminated as provided in this Contract, or unless the services or the Project
11 is completed sooner. The Parties have the option to extend the term for two (2) additional
12 one-year periods, at the discretion of the City Manager. Time is of the essence hereunder.
13 City will suffer damage if the work is not completed within the time stated, but those
14 damages would be difficult or impractical to determine. So, Contractor shall pay to City,
15 as liquidated damages, the amount stated in the Contract Documents.

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

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

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

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1 been first agreed upon, in writing, by the parties hereto.

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

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

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

15 10. WORK DAY. Contractor shall comply with Sections 1810 through
16 1815 of the California Labor Code regarding hours of work. Contractor shall forfeit, as a
17 penalty to City, the sum of Twenty-Five Dollars (\$25.00) for each worker employed by
18 Contractor or any subcontractor for each calendar day such worker is required or permitted
19 to work more than eight (8) hours unless that worker receives compensation in accordance
20 with Section 1815.

21 11. PREVAILING WAGE RATES. Contractor is directed to pay the
22 general rate of per diem wages for each craft, classification, or type of worker needed to
23 execute the contract (prevailing wage rates). Copies of the current prevailing rate of per
24 diem wages are on file at its principal office (Labor Compliance Division, 411 W. Ocean
25 Boulevard, 6th Floor, Long Beach, California, 90802), and shall be made available to any
26 interested party upon request. Contractor is required to post a copy of the determination of
27 the director of the prevailing rate of per diem wages at each job site. Pursuant to Section
28 1775, Contractor shall forfeit, as a penalty to the City, up to Two Hundred Dollars (\$200)

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1 for each laborer, worker or mechanic employed for each calendar day, or portion thereof,
2 that such laborer, worker or mechanic is paid less than the prevailing wage rates for any
3 work done by Contractor, or any subcontractor, under this Contract. The difference
4 between the prevailing wage rates and the amount paid to each worker for each calendar
5 day or portion thereof for which each worker was paid less than the prevailing wage rate
6 shall be paid to each worker by the Contractor or subcontractor.

7 12. DEPARTMENT OF INDUSTRIAL RELATIONS COMPLIANCE.

8 Contractor is advised that this work constitutes a public work of improvement subject to
9 California Labor Code Division 2, Part 7, Chapter 1, Articles 1-5, §§1720-1861. Pursuant
10 to Labor Code Section 1771.1. Contractor or subcontractors shall not be qualified to bid
11 on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public
12 contract Code, or engage in the performance of any contract for public work, as defined in
13 the California Labor Code, unless currently registered and qualified to perform public work
14 pursuant to Section 1725.5. Contract (or associated subcontracts) shall not be entered into
15 without proof of the Contractor's (or subcontractor's) current registration to perform public
16 work pursuant to Section 1725.5. All work conducted in support of this public work of
17 improvement is subject to compliance monitoring and enforcement by the Department of
18 Industrial Relations. Contractor will abide by all applicable apprenticeship requirements in
19 the California Labor Code Section 1777.5 and will be responsible for subcontractor
20 apprenticeship compliance to the same.

21 13. CERTIFIED PAYROLL RECORDS.

22 A. Pursuant to the provisions of Labor Code Section 1776,
23 Contractor shall keep and shall cause each subcontractor performing any portion of
24 the work under this Contract to keep an accurate payroll record, showing the name,
25 address, social security number, work classification, straight time and overtime
26 hours worked each day and week, and the actual per diem wages paid to each
27 journeyman, apprentice, worker, or other employee employed by Contractor or
28 subcontractor in connection with the work. Such payroll records for Contractor and

1 all subcontractors shall be certified and shall be available for inspection at all
2 reasonable hours at the principal office of Contractor pursuant to the provisions of
3 Section 1776 of the Labor Code. Contractor's failure to furnish such records to City
4 or City's authorized Labor Compliance representative in the manner provided herein
5 for notices shall entitle City to withhold the penalty prescribed by law from progress
6 payments due to Contractor.

7 B. Contractor shall submit to the City certified payroll records for
8 Contractor and all subcontractors performing any portion of the work under this
9 Contract on a monthly basis. Certified payroll records for Contractor and all
10 subcontractors shall be maintained during the course of the work and shall be kept
11 by Contractor for up to three (3) years after completion of the work.

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

16 14. COORDINATION WITH GOVERNMENTAL REGULATIONS.

17 A. If the work is terminated pursuant to an order of any Federal or
18 State authority, Contractor shall accept as full and complete compensation under
19 this Contract such amount of money as will equal the product of multiplying the
20 Contract price stated herein by the percentage of work completed by Contractor as
21 of the date of such termination, and for which Contractor has not been paid. If the
22 work is so terminated, the City Engineer, after consultation with Contractor, shall
23 determine the percentage of work completed and the determination of the City
24 Engineer shall be final.

25 B. If Contractor is prevented, in any manner, from strict
26 compliance with the Plans and Specifications due to any Federal or State law, rule
27 or regulation, in addition to all other rights and remedies reserved to the parties City
28 may by resolution of the City Council suspend performance hereunder until the

1 cause of disability is removed, extend the time for performance, make changes in
2 the character of the work or materials, or terminate this Contract without liability to
3 either party.

4 15. NOTICES.

5 A. Any notice required hereunder shall be in writing and personally
6 delivered or deposited in the U.S. Postal Service, first class, postage prepaid, to
7 Contractor at the address first stated herein, and to the City at 411 West Ocean
8 Boulevard, Long Beach, California 90802, Attn: City Manager. Notice of change of
9 address shall be given in the same manner as stated herein for other notices. Notice
10 shall be deemed given on the date deposited in the mail or on the date personal
11 delivery is made, whichever first occurs.

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

15 16. BONDS. Contractor shall, simultaneously with the execution of this
16 Contract, execute and deliver to City a good and sufficient corporate surety bond, in the
17 form attached hereto and in the amount specified therein, conditioned upon the faithful
18 performance of this Contract by Contractor, and a good and sufficient corporate surety
19 bond, in the form attached hereto and in the amount specified therein, conditioned upon
20 the payment of all labor and material claims incurred in connection with this Contract.

21 17. COVENANT AGAINST ASSIGNMENT. Neither this Contract nor any
22 of the moneys that may become due Contractor hereunder may be assigned by Contractor
23 without the written consent of City first had and obtained, nor will City recognize any
24 subcontractor as such, and all persons engaged in the work of construction will be
25 considered as independent contractors or agents of Contractor and will be held directly
26 responsible to Contractor.

27 18. RESPONSIBILITY OF CONTRACTOR. Notwithstanding anything to
28 the contrary in the Standard Specifications, Contractor shall have the responsibility, care

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1 and custody of the work. If any loss or damage occurs to the work that is not covered by
2 collectible commercial insurance, excluding loss or damage caused by earthquake or flood
3 or the negligence or willful misconduct of City, then Contractor shall immediately make the
4 City whole for any such loss or pay for any damage. If Contractor fails or refuses to make
5 the City whole or pay, then City may do so and the cost and expense of doing so shall be
6 deducted from the amount due Contractor from City hereunder.

7 19. CONTINUATION. Termination or expiration of this Contract shall not
8 terminate the rights or liabilities of either party which rights or liabilities accrued or existed
9 prior to termination or expiration of this Contract.

10 20. TAXES AND TAX REPORTING.

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

19 B. Contractor shall cooperate with City in all matters relating to
20 taxation and the collection of taxes, particularly with respect to the self-accrual of
21 use tax. Contractor shall cooperate as follows: (i) for all leases and purchases of
22 materials, equipment, supplies, or other tangible personal property totaling over One
23 Hundred Thousand Dollars (\$100,000.00) shipped from outside California, a
24 qualified Contractor shall complete and submit to the appropriate governmental
25 entity the form in Appendix "A" attached hereto; and (ii) for construction contracts
26 and subcontracts totaling Five Million Dollars (\$5,000,000.00) or more, Contractor
27 shall obtain a sub-permit from the California Department of Tax and Fee
28 Administration ("CFTA") for the Work site. "Qualified" means that the Contractor

1 purchased at least Five Hundred Thousand Dollars (\$500,000.00) in tangible
2 personal property that was subject to sales or use tax in the previous calendar year.

3 C. Contractor shall create and operate a buying company, as
4 defined in CFTA Regulation 1699, subpart (i), in City if Contractor will purchase over
5 Five Million Dollars (\$5,000,000.00) in tangible personal property subject to
6 California sales and use tax.

7 D. In completing the form and obtaining the permit(s), Contractor
8 shall use the address of the Work site as its business address and may use any
9 address for its mailing address. Copies of the form and permit(s) shall also be
10 delivered to the City Engineer. The form must be submitted and the permit(s)
11 obtained as soon as Contractor receives a Notice to Proceed. Contractor shall not
12 order any materials or equipment over One Hundred Thousand Dollars
13 (\$100,000.00) from vendors outside California until the form is submitted and the
14 permit(s) obtained and, if Contractor does so, it shall be a material breach of this
15 Contract. In addition, Contractor shall make all purchases from the Long Beach
16 sales office of its vendors if those vendors have a Long Beach office and all
17 purchases made by Contractor under this Contract which are subject to use tax of
18 Five Hundred Thousand Dollars (\$500,000.00) or more shall be allocated to the City
19 of Long Beach. Contractor shall require the same cooperation with City, with
20 regards to subsections B, C and D under this section (including forms and permits),
21 from its subcontractors and any other subcontractors who work directly or indirectly
22 under 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

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assistance with the form.

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

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

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

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

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

26. NO DUTY TO INSPECT. No language in this Contract shall create and City shall not have any duty to inspect, correct, warn of or investigate any condition arising from Contractor's work hereunder, or to insure compliance with laws, rules or 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 27. 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 28. 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 29. 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 30. 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

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Long Beach Business Services Division at 562-570-6200."

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

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

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

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

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

PARDESS AIR, INC., a California corporation

_____, 2022

By [Signature]
Name MOZAFER SHAYE
Title President

_____, 2022

By [Signature]
Name Barbara S. Shaye
Title Treasurer

"Contractor"

CITY OF LONG BEACH, a municipal corporation

1/31/22, 2022

By [Signature]
City Manager

"City"

This Contract is approved as to form on January 27, 2022.

EXECUTED PURSUANT TO SECTION 301 OF THE CITY CHARTER.

CHARLES PARKIN, City Attorney
By [Signature]
Deputy

302

Premium: \$7,348.00
Premium is for contract term and subject to adjustment based on final contract price.

Performance Bond
No. 4451168

**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 PARDESS AIR, INC., a California corporation designated as the "Contractor" or "Principal" herein, a contract for the work ("Work") described as follows: THE EMERGENCY COMMUNICATION AND OPERATION CENTER HVAC SYSTEM UPGRADE, as described in Specification No.: 3005010080, Addenda/Addendum 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 Markel 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 Five Hundred Seventeen Thousand Dollars (\$517,000) 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 Oblige is required to engage the services of attorneys in connection with enforcement of the bond, each shall pay Oblige'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 19th day of January, 2022.



Markel Insurance Company
 Surety Name
 By: Cynthia J. Young
 Signature
 Name: Cynthia J. Young
 Printed Name
 Title: Attorney-in-Fact
 Address: 4521 Highwood Pkwy., Glen Allen, VA 23060
 Telephone: 800-431-1270

Cynthia J. Young
 Attorney-in-Fact
Cynthia J. Young
 Signature

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

January 27, 2022

Approved as to form.

CHARLES PARKIN, City Attorney

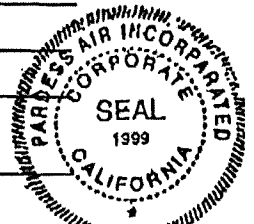
By: [Signature]
 Deputy City Attorney

Pardess Air, Inc., a California corporation
 By: [Signature]
 Signature

Name: MOZAFER SHAYE
 Printed Name
 Title: President

By: [Signature]
 Signature

Name: BENROKH SHAYE
 Printed Name
 Title: Treasurer



JANUARY 26th, 2022

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.

STATE OF CALIFORNIA
DEPARTMENT OF INSURANCE No 07500
SAN FRANCISCO

Amended

Certificate of Authority

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

Markel Insurance Company

of Deerfield, Illinois, organized under the
laws of Illinois, 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, Disability, Plate Glass, Liability, Workers' Compensation,
Common Carrier Liability, Boiler and Machinery, Burglary, Credit,
Sprinkler, Team and Vehicle, 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 16th
day of January, 2002, I have hereunto
set my hand and caused my official seal to be affixed this
16th day of January, 2002



By

Harry W. Low
Insurance Commissioner

Victoria S. Sigler
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.

JOINT LIMITED POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That SureTec Insurance Company, a Corporation duly organized and existing under the laws of the State of Texas and having its principal office in the County of Harris, Texas and Markel Insurance Company (the "Company"), a corporation duly organized and existing under the laws of the state of Illinois, and having its principal administrative office in Glen Allen, Virginia, does by these presents make, constitute and appoint:

Jay P. Freeman, Cynthia J. Young, Laurie B. Druck, Christina Mountz, Melissa D. Schwartz

Their true and lawful agent(s) and attorney(s)-in-fact, each in their separate capacity if more than one is named above, to make, execute, seal and deliver for and on their own behalf, individually as a surety or jointly, as co-sureties, and as their act and deed any and all bonds and other undertaking in suretyship provided, however, that the penal sum of any one such instrument executed hereunder shall not exceed the sum of:

Fifty Million and 00/100 Dollars (\$50,000,000.00)

This Power of Attorney is granted and is signed and sealed under and by the authority of the following Resolutions adopted by the Board of Directors of SureTec Insurance Company and Markel Insurance Company:

"RESOLVED, That the President, Senior Vice President, Vice President, Assistant Vice President, Secretary, Treasurer and each of them hereby is authorized to execute powers of attorney, and such authority can be executed by use of facsimile signature, which may be attested or acknowledged by any officer or attorney, of the company, qualifying the attorney or attorneys named in the given power of attorney, to execute in behalf of, and acknowledge as the act and deed of the SureTec Insurance Company and Markel Insurance Company, as the case may be, all bond undertakings and contracts of suretyship, and to affix the corporate seal thereto."

IN WITNESS WHEREOF, Markel Insurance Company and SureTec Insurance Company have caused their official seal to be hereunto affixed and these presents to be signed by their duly authorized officers on the 08 day of August, 2020.

SureTec Insurance Company

By: 
Michael C. Keimig, President



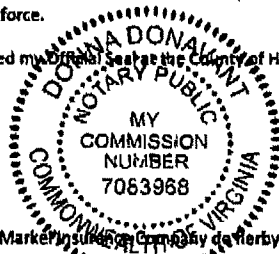
Markel Insurance Company

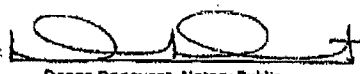
By: 
Robin Russo, Senior Vice President

Commonwealth of Virginia
County of Henrico SS:

On this 08 day of August, 2020 A. D., before me, a Notary Public of the Commonwealth of Virginia, in and for the County of Henrico, duly commissioned and qualified, came THE ABOVE OFFICERS OF THE COMPANIES, to me personally known to be the individuals and officers described in, who executed the preceding instrument, and they acknowledged the execution of same, and being by me duly sworn, disposed and said that they are the officers of the said companies aforesaid, and that the seals affixed to the proceeding instrument are the Corporate Seals of said Companies, and the said Corporate Seals and their signatures as officers were duly affixed and subscribed to the said instrument by the authority and direction of the said companies, and that Resolutions adopted by the Board of Directors of said Companies referred to in the preceding instrument is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand, and affixed my official Seal as the Notary Public of Henrico, the day and year first above written.



By: 
Donna Donavant, Notary Public
My commission expires 1/31/2023

We, the undersigned Officers of SureTec Insurance Company and Markel Insurance Company do hereby certify that the original POWER OF ATTORNEY of which the foregoing is a full, true and correct copy is still in full force and effect and has not been revoked.

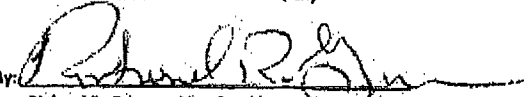
IN WITNESS WHEREOF, we have hereunto set our hands, and affixed the Seals of said Companies, on the 19th day of January, 2022.

SureTec Insurance Company

By: 
M. Brent Beaty, Assistant Secretary



Markel Insurance Company

By: 
Richard R. Grinnan, Vice President and Secretary

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 January 24, 2022 before me, Faramarz Rabizadeh, Notary Public

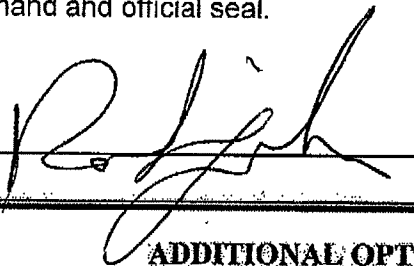
personally appeared Mozaffar Shaye and Behrokh Shaye

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



(Seal)



ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date _____

(Additional information)

CAPACITY CLAIMED BY THE SIGNER

- Individual (s)
 Corporate Officer

(Title)

- Partner(s)
 Attorney-in-Fact
 Trustee(s)
 Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM

Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is to be recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.

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

Premium included in charge for
Performance bond

Payment Bond
No. 4451168

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

WHEREAS, The CITY OF LONG BEACH, a municipal corporation, hereinafter the "City" or "Obligee," have conditionally awarded to PARDESS AIR, INC., a California corporation designated as the "Contractor" or "Principal" herein, a contract for the work ("Work") described as follows: THE EMERGENCY COMMUNICATION AND OPERATION CENTER HVAC SYSTEM UPGRADE, as described in Specification No.: 3005010080, Addenda/Addendum 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 Markel 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 Five Hundred Seventeen Thousand Dollars (\$517,000) 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.

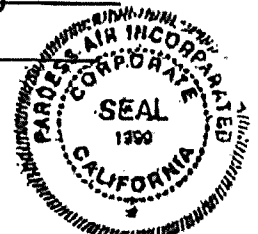
IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety above-named, on the 19th day of January, 2022.



Markel Insurance Company
By: Cynthia J. Young
Name: Cynthia J. Young
Title: Attorney-in-Fact
Address: 4521 Highwood Pkwy., Glen Allen, VA 23060
Telephone: 800-531-1270

Cynthia J. Young
Cynthia J. Young
Title: Attorney-in-Fact

Pardess Air, Inc., a California corporation
By: [Signature]
Name: MOZAFER SHAYE
Title: President
By: [Signature]
Name: BEHROKH SHAYE
Title: Treasurer



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

January 27, 2022

January 26 7 11, 2022

Approved as to form.

Approved as to sufficiency.

CHARLES PARKIN, City Attorney

CITY OF LONG BEACH, a municipal corporation

By: [Signature]
Deputy City Attorney

By: Carl R. Hickman
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.

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 JAN 19 2022

before me,

Rebecca Elizabeth Adcock, Notary Public

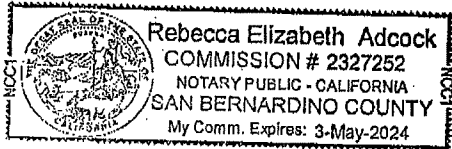
Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared

Cynthia J. Young

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.

Rebecca Elizabeth Adcock
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: _____

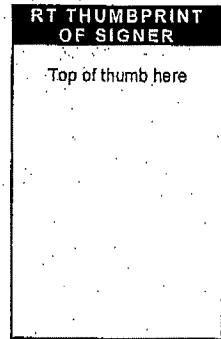
Number of Pages: _____

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 NO 07500
SAN FRANCISCO

Amended

Certificate of Authority

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

Markel Insurance Company

of Deerfield, Illinois, organized under the
laws of Illinois, 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, Disability, Plate Glass, Liability, Workers' Compensation,
Common Carrier Liability, Boiler and Machinery, Burglary, Credit,
Sprinkler, Team and Vehicle, 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 16th
day of January, 2002, I have hereunto
set my hand and caused my official seal to be affixed this
16th day of January, 2002



By

Harry W. Low
Insurance Commissioner

Victoria S. Sidbury
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.

JOINT LIMITED POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That SureTec Insurance Company, a Corporation duly organized and existing under the laws of the State of Texas and having its principal office in the County of Harris, Texas and Markel Insurance Company (the "Company"), a corporation duly organized and existing under the laws of the state of Illinois, and having its principal administrative office in Glen Allen, Virginia, does by these presents make, constitute and appoint:

Jay P. Freeman, Cynthia J. Young, Laurie B. Druck, Christina Mountz, Melissa D. Schwartz

Their true and lawful agent(s) and attorney(s)-in-fact, each in their separate capacity if more than one is named above, to make, execute, seal and deliver for and on their own behalf, individually as a surety or jointly, as co-sureties, and as their act and deed any and all bonds and other undertaking in suretyship provided, however, that the penal sum of any one such instrument executed hereunder shall not exceed the sum of:

Fifty Million and 00/100 Dollars (\$50,000,000.00)

This Power of Attorney is granted and is signed and sealed under and by the authority of the following Resolutions adopted by the Board of Directors of SureTec Insurance Company and Markel Insurance Company:

"RESOLVED, That the President, Senior Vice President, Vice President, Assistant Vice President, Secretary, Treasurer and each of them hereby is authorized to execute powers of attorney, and such authority can be executed by use of facsimile signature, which may be attested or acknowledged by any officer or attorney, of the company, qualifying the attorney or attorneys named in the given power of attorney, to execute in behalf of, and acknowledge as the act and deed of the SureTec Insurance Company and Markel Insurance Company, as the case may be, all bond undertakings and contracts of suretyship, and to affix the corporate seal thereto."

IN WITNESS WHEREOF, Markel Insurance Company and SureTec Insurance Company have caused their official seal to be hereunto affixed and these presents to be signed by their duly authorized officers on the 6th day of August, 2020.

SureTec Insurance Company

By: 
Michael C. Keimig, President



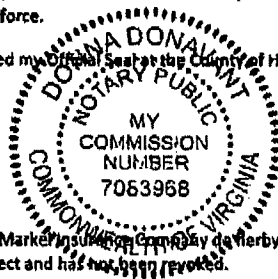
Markel Insurance Company

By: 
Robin Russo, Senior Vice President

Commonwealth of Virginia
County of Henrico SS:

On this 6th day of August, 2020 A. D., before me, a Notary Public of the Commonwealth of Virginia, in and for the County of Henrico, duly commissioned and qualified, came THE ABOVE OFFICERS OF THE COMPANIES, to me personally known to be the individuals and officers described in, who executed the preceding instrument, and they acknowledged the execution of same, and being by me duly sworn, disposed and said that they are the officers of the said companies aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and the said Corporate Seals and their signatures as officers were duly affixed and subscribed to the said instrument by the authority and direction of the said companies, and that Resolutions adopted by the Board of Directors of said Companies referred to in the preceding instrument is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand, and affixed my official Seal at the County of Henrico, the day and year first above written.



By: 
Donna Donavant, Notary Public
My commission expires 1/31/2023

We, the undersigned Officers of SureTec Insurance Company and Markel Insurance Company do hereby certify that the original POWER OF ATTORNEY of which the foregoing is a full, true and correct copy is still in full force and effect and has not been revoked.

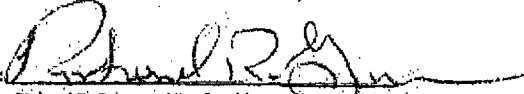
IN WITNESS WHEREOF, we have hereunto set our hands, and affixed the Seals of said Companies, on the 19th day of January, 2022.

SureTec Insurance Company

By: 
M. Brent Beaty, Assistant Secretary



Markel Insurance Company

By: 
Richard R. Grinnan, Vice President and Secretary

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 January 24, 2022 before me, Faramarz Rabizadeh, Notary Public

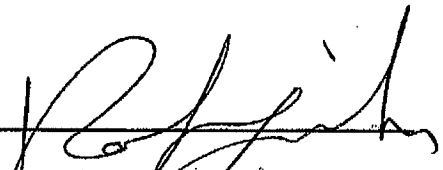
personally appeared Mozaffar Shaye and Behrokh Shaye

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



(Seal)



ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date _____

(Additional information)

CAPACITY CLAIMED BY THE SIGNER

- Individual (s)
 Corporate Officer

(Title)

- Partner(s)
 Attorney-in-Fact
 Trustee(s)
 Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM

Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is to be recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.

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

EXHIBIT A

Awarded: Whole Bid

BIDDER'S NAME: PARDISS AIR INC.

BID TO THE CITY OF LONG BEACH EMERGENCY COMMUNICATION AND OPERATION CENTER HVAC SYSTEM UPGRADE

In accordance with the Notice Inviting Bids for this Work in the City of Long Beach, California, to be opened on November 4, 2021, 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. 3005010080 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.

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE (IN FIGURES)	ITEM TOTAL (IN FIGURES)
1.	Removal & Disposal of two existing Rooftop HVAC Units including Cranage	1	LS	26000. ⁰⁰	26000. ⁰⁰
2.	Protection of existing finishes	1	LS	3000. ⁰⁰	3000. ⁰⁰
3.	Installation of two new Rooftop HVAC Units including Cranage	1	LS	326,000. ⁰⁰	326,000. ⁰⁰
4.	Upgrades to HVAC Controls System	1	LS	65,000. ⁰⁰	65,000. ⁰⁰
5.	Upgrades to the Electrical System	1	LS	30,000. ⁰⁰	30,000. ⁰⁰
6.	Upgrades to the Plumbing System	1	LS	3000. ⁰⁰	3000. ⁰⁰
7.	Clean Ductwork and Registers	1	LS	42000. ⁰⁰	42000. ⁰⁰
	Subtotal:				495,000. ⁰⁰
8.	Independent Jobs Coordinator (1% of subtotal of items 1 - 7)	1	LS	4600. ⁰⁰	4600. ⁰⁰
9.	Mobilization/Demobilization (shall not exceed 5% of subtotal of items 1 - 7)	1	LS	17,400. ⁰⁰	17,400. ⁰⁰
	Total:				517,000. ⁰⁰

BASE BID TOTAL

Five Hundred Seventeen Thousand Dollars.

DO NOT SUBMIT THIS FORM AS YOUR BID. BIDS ARE TO BE SUBMITTED ELECTRONICALLY AS DESCRIBED IN DIVISION B.

EXHIBIT B

Workers Compensation Certificate


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:

Pardess Air Inc

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



Title: President

Date: 11/03/2021

EXHIBIT C

Information to Comply with Labor Code Section 2810

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: MSD 5058275 00
 - B. Name of Insurer (NOT Broker): Insurance Company of the West
 - C. Address of Insurer: 685 Carnegie Dr. ste 265, San Bernardino
CA-92408
 - D. Telephone Number of Insurer: 909-886-9861

- 2) For vehicles owned by Contractor and used in performing work under this Contract:
 - A. VIN (Vehicle Identification Number): [REDACTED]
 - B. Automobile Liability Insurance Policy Number: 04592245-7
 - C. Name of Insurer (NOT Broker): Progressive Commercial
 - D. Address of Insurer: 17835 Ventura Blvd #200 Encino, CA 91316
 - E. Telephone Number of Insurer: 818-906-7171

- 3) Address of Property used to house workers on this Contract, if any: N/A

- 4) Estimated total number of workers to be employed on this Contract: 10
- 5) Estimated total wages to be paid those workers: 100K
- 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:
3

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

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, the location of the place of business, Department of Industrial Relations registration number, and the California contractor license number of each subcontractor who will perform work or labor or render service to the prime contractor in or about the construction of the work or improvement, or a subcontractor licensed by the State of California who, under subcontract to the prime contractor, specially fabricates and installs a portion of the work or improvement according to detailed drawings contained in the plans and specifications, in an amount in excess of one-half of 1 percent of the prime contractor's total bid or, in the case of bids or offers for the construction of streets or highways, including bridges, in excess of one-half of 1 percent of the prime contractor's total bid or ten thousand dollars (\$10,000), whichever is greater. The prime contractor shall set forth thereon the portion of the work (type and dollar value) that will be done by each subcontractor. The prime contractor shall list only one subcontractor for each portion as defined by the prime contractor in his or her bid. Information requested, other than the sub contractor's name, location of business, contractor license number and the portion of work that will be done by each subcontractor may be submitted by the prime contractor within 24 hours after the deadline for submission of bids.

Name	<u>ESSCO</u>	Type of Work	<u>Electrical</u>
Address	<u>2668 E. Foothill Blvd</u>	Dollar Value of Subcontract	<u>\$ 30,000.00</u>
City	<u>Pasadena, CA</u>	Phone No.	<u>626-795-8641</u>
License No.	<u>169577</u>	DIR Registration No.	<u>100000071</u>
Name	<u>Sunbelt Controls</u>	Type of Work	<u>Control</u>
Address	<u>888 E Walnut</u>	Dollar Value of Subcontract	<u>\$ 65,000.00</u>
City	<u>Pasadena, CA 91101</u>	Phone No.	<u>925-660-3900</u>
License No.	<u>800423</u>	DIR Registration No.	<u>1000000551</u>
Name	<u>American Air Balance</u>	Type of Work	<u>Test and Air Balance</u>
Address	<u>4721 E Hunter Ave</u>	Dollar Value of Subcontract	<u>\$ 18,000.00</u>
City	<u>Anaheim, CA 92807</u>	Phone No.	<u>714-693-3700</u>
License No.	<u>583562</u>	DIR Registration No.	<u>1000003722</u>
Name	<u>Covello's Pacific Air Care</u>	Type of Work	<u>Duct cleaning</u>
Address	<u>2890 Butterfield Rd</u>	Dollar Value of Subcontract	<u>\$ 42,000.00</u>
City	<u>Riverside, CA 92503</u>	Phone No.	<u>714-469-1757</u>
License No.	<u>929914</u>	DIR Registration No.	<u>1000007244</u>
Name	_____	Type of Work	_____
Address	_____	Dollar Value of Subcontract	\$ _____
City	_____	Phone No.	_____
License No.	_____	DIR Registration No.	_____

APPENDIX "A"

BOE-400-OP (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.