

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

CONTRACT

34672

THIS CONTRACT is made and entered, in duplicate, as of July 12, 2017 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 July 11, 2017, by and between ENVIRONMENTAL CONSTRUCTION, INC., a California corporation ("Contractor"), whose address is 21550 Oxnard Street, Suite 1050, Woodland Hills, California 91367, and the CITY OF LONG BEACH, a municipal corporation ("City").

WHEREAS, pursuant to a Notice Inviting Bids for Red Car Greenway Project in the City of Long Beach, California, dated March 29, 2017, 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-7060;

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-7060 for Red Car Greenway Project 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 Red Car Greenway Project in the City of Long Beach, California, attached hereto as Exhibit "A"; provided, however, that the total compensation to Contractor shall not exceed the maximum cumulative amount of

1 Six Hundred Seventy-Four Thousand Two Hundred Thirty-Nine Dollars (\$674,239)  
2 for the estimated quantities established in the Bid, subject to additions or deductions  
3 as provided in the Contract Documents.

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

7 3. CONTRACT DOCUMENTS.

8 A. The Contract Documents include: The Notice Inviting Bids,  
9 Project Specifications No. R-7060 (which may include by reference the Standard  
10 Specifications for Public Works Construction, latest edition, and any supplements  
11 thereto, collectively the "Standard Specifications"); the City of Long Beach Standard  
12 Plans; Project Drawing No. B-4679 for this work; the California Code of Regulations;  
13 the various Uniform Codes applicable to trades; the prevailing wage rates;  
14 Instructions to Bidders; the Bid; the bid security; the City of Long Beach  
15 Disadvantaged, Minority and Women-Owned Business Enterprise Program; the  
16 Citywide Project Labor Agreement; this Contract and all documents attached hereto  
17 or referenced herein including but not limited to insurance; Bond for Faithful  
18 Performance; Payment Bond; Notice to Proceed; Notice of Completion; any  
19 addenda or change orders issued in accordance with the Standard Specifications;  
20 any permits required and issued for the work; approved final design drawings and  
21 documents; the Information Sheet; and the Letter of Assent. These Contract  
22 Documents are incorporated herein by the above reference and form a part of this  
23 Contract.

24 B. Notwithstanding Section 2-5.2 of the Standard Specifications,  
25 if any conflict or inconsistency exists or develops among or between Contract  
26 Documents, the following priority shall govern: 1) Permit(s) from other public  
27 agencies; 2) Change Orders; 3) this Contract (including any and all amendments  
28 hereto); 4) Addenda (which shall include written clarifications, corrections and

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

6 4. TIME FOR CONTRACT. Contractor shall commence work on a date  
7 to be specified in a written Notice to Proceed from City and shall complete all work within  
8 eighty (80) working days thereafter, subject to strikes, lockouts and events beyond the  
9 control of Contractor. Time is of the essence hereunder. City will suffer damage if the  
10 work is not completed within the time stated, but those damages would be difficult or  
11 impractical to determine. So, Contractor shall pay to City, as liquidated damages, the  
12 amount stated in the Contract Documents.

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

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

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

27 8. CLAIMS. Contractor shall, upon completion of the work, deliver  
28 possession thereof to City ready for use and free and discharged from all claims for labor

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

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

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

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

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

23 12. COORDINATION WITH GOVERNMENTAL REGULATIONS.

24 A. If the work is terminated pursuant to an order of any Federal or  
25 State authority, Contractor shall accept as full and complete compensation under  
26 this Contract such amount of money as will equal the product of multiplying the  
27 Contract price stated herein by the percentage of work completed by Contractor as  
28 of the date of such termination, and for which Contractor has not been paid. If the

1 work is so terminated, the City Engineer, after consultation with Contractor, shall  
2 determine the percentage of work completed and the determination of the City  
3 Engineer shall be final.

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

11 13. NOTICES.

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

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

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

28 15. COVENANT AGAINST ASSIGNMENT. Neither this Contract nor any

1 of the moneys that may become due Contractor hereunder may be assigned by Contractor  
2 without the written consent of City first had and obtained, nor will City recognize any  
3 subcontractor as such, and all persons engaged in the work of construction will be  
4 considered as independent contractors or agents of Contractor and will be held directly  
5 responsible to Contractor.

6 16. CERTIFIED PAYROLL RECORDS.

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

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

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

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

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

12           19.   TAXES AND TAX REPORTING.

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

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

1 for the Work site. "Qualified" means that the Contractor purchased at least \$500,000  
2 in tangible personal property that was subject to sales or use tax in the previous  
3 calendar year.

4 C. Contractor shall create and operate a buying company, as  
5 defined in State of California Board of Equalization Regulation 1699, subpart (h), in  
6 City if Contractor will purchase over \$10,000 in tangible personal property subject  
7 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 contact  
26 the City Controller at (562) 570-6450 for assistance with the form.

27 20. ADVERTISING. Contractor shall not use the name of City, its officials  
28 or employees in any advertising or solicitation for business, nor as a reference, without the

1 prior approval of the City Manager, City Engineer or designee.

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

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

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

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

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

28           26. GOVERNING LAW. This Contract shall be governed by and

1 construed pursuant to the laws of the State of California (except those provisions of  
2 California law pertaining to conflicts of laws).

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

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

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

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

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

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

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

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

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

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

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

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

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

10 ENVIRONMENTAL CONSTRUCTION,  
11 INC., a California corporation

12 July 20<sup>th</sup>, 2017

By [Signature]  
13 Name Farid Soroudi  
14 Title President

15 \_\_\_\_\_, 2017

By \_\_\_\_\_  
16 Name \_\_\_\_\_  
17 Title \_\_\_\_\_

"Contractor"

18 CITY OF LONG BEACH, a municipal  
19 corporation

20 July 31, 2017

By [Signature] EXECUTED PURSUANT  
21 TO SECTION 301 OF  
22 THE CITY CHARTER.  
City Manager

23 Tom Modica  
24 Assistant City Manager

"City"

25 This Contract is approved as to form on 7/24, 2017.

26 CHARLES PARKIN, City Attorney

27 By [Signature]  
28 Deputy

# EXHIBIT A

Awarded: Base Bid Plus Alternatives 1, 2, and 3

BIDDER'S NAME: Environmental Construction, Inc.

**BID TO THE CITY OF LONG BEACH  
PROJECT TITLE AS SHOWN ON COVER PAGE**

In accordance with the Notice Inviting Bids for this Work in the City of Long Beach, California, to be opened on May 17, 2017, 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-7060 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 of comparison to determine the low bid is the total of the base bid plus mobilization.

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE (IN FIGURES)	ITEM TOTAL (IN FIGURES)
1.	Clear & Grub and Fine Grade	154700	SF	0.72	111,384.-
2.	Remove Wood Fence adjacent to E 4 <sup>th</sup> Street	1	LS	750.-	750.-
3.	Construct Four (4) Inch Thick Colored Concrete Path	14500	SF	7.-	101,500.-
4.	Supply and Install Concrete Post & Rail Fencing with Featured Finish	200	LF	85.-	17,000.-
5.	Supply and Install Trail Boulders	1	LS	11,000.-	11,000.-
6.	Supply and Install Trash Receptacles	2	EA	2,200.-	4,400.-
7.	Supply and Install Doggie Bag Waste Dispenser including Pole	2	EA	1,000.-	2,000.-
8.	Conduit Sleeve for Electrical and Irrigation Trail Crossing	1	LS	6,860.-	6,860.-
9.	Install Electrical Service & Pedestal Control Panel	1	LS	11,000.-	11,000.-

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE (IN FIGURES)	ITEM TOTAL (IN FIGURES)
10.	Supply and Install Backflow Preventer and Protection Cage	1	EA	2,950.-	2,950.-
11.	Supply and Install Irrigation Controller	1	EA	14,300.-	14,300.-
12.	Supply and Install Main Line Irrigation	1600	LF	10.-	16,000.-
13.	Supply and Install Subterranean Irrigation	7000	SF	5.-	35,000.-
14.	Supply and Install Three (3) Inch Depth of Mulch	65	CY	60.-	3,900.-
15.	Supply and Plant One (1) Gallon Shrubs	737	EA	<del>11.</del> 11.-	8,107.-
16.	Supply and Plant Five (5) Gallon Shrubs	160	EA	<del>25.</del> 25.-	4,000.-
17.	Supply and Plant Fifteen (15) Gallon Trees	39	EA	120.-	4,680.-
18.	Supply and Install Trail Lighting – Light Poles & Fixtures Included	14	EA	9,680.-	135,520.-
19.	Construct Driveway	1	LS	2,570.-	2,570.-
20.	Allowance for Employment of Conservation Corp for the Placement of Mulch	1	LS	\$10,000.00	\$10,000.00
<b>TOTAL AMOUNT BASE BID</b>				502,921.-	
<b>MOBILIZATION BID ITEM</b>					
21.	Mobilization (not more than 5% of the base bid).	1	LS	24,000.-	24,000.-
<b>TOTAL BASE BID PLUS MOBILIZATION</b>				526,921.-	
<b>ADD ALTERNATE # 1 PATHWAY FROM PROPSECT AVE. TO MAIN TRAIL</b>					
1.	Construct Four (4) Inch Thick Colored Concrete Path	870	SF	12.-	10,440.-
2.	Construct Pedestrian ADA Access Ramp	1	LS	2,475.-	2,475.-
3.	Construct Six (6) Inch x Six (6) Inch Concrete Curb	100	LF	25.-	2,500.-
<b>TOTAL ADD ALTERNATE # 1</b>				15,415.-	

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE (IN FIGURES)	ITEM TOTAL (IN FIGURES)
ADD ALTERNATE # 2 PATHWAY FROM ROYCROFT AVE. TO MAIN TRAIL					
1.	Construct Four (4) Inch Thick Colored Concrete Path	470	SF	13.-	6,110.-
2.	Construct Pedestrian ADA Access Ramp	1	SF	2,400.-	2,400.-
3.	Construct Six (6) Inch x Six (6) Inch Concrete Curb	40	SF	25.-	1,000.-
TOTAL ADD ALTERNATE # 2				9,510.-	
ADD ALTERNATE # 3 NATIVE PLANTING & IRRIGATION REMAINDER OF SITE					
1.	Supply and Install Hydroseed and Irrigation for Remainder of Site	119500	SF	1.-	119,500.-
2.	Supply and Plant One (1) Gallon Shrubs	149	EA	17.-	2,533.-
3.	Supply and Plant Five (5) Gallon Shrubs	12	EA	30.-	360.-
TOTAL ADD ALTERNATE # 3				122,393.-	
ADD ALTERNATE # 4 CONSTRUCT MONUMENT AT ENTRY NODE OF E 4 <sup>th</sup> STREET					
1.	Construct Monument	1	LS	9,645.-	9,645.-
TOTAL ADD ALTERNATE # 4				9,645.-	
TOTAL ADD ALTERNATE # 5 REMOVE AND REPLACE WOOD POST & RAIL FENCE WITH SIMILAR TYPE OF FENCE					
1.	Remove & Dispose of Existing Wood Post & Rail Fence	460	LF	7.5	3,450.-
2.	Install New Post & Rail Fence with Treated Wood, Height & Design to Match Existing, Painted White, concrete foundations	460	LF	150.-	69,000.-
TOTAL ADD ALTERNATE # 5				72,450.-	

# 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:

Environmental Construction, Inc.

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

A handwritten signature in black ink, appearing to read 'Farid Soroudi', is written over a solid horizontal line.

Title: Farid Soroudi, President

Date: 5-12-17

# 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: ENWC805932
  - B. Name of Insurer (NOT Broker): Cypress Insurance Company
  - C. Address of Insurer: 1314 Douglas St., Omaha, NE 68102
  - 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): To Be Defined
  - B. Automobile Liability Insurance Policy Number: ENAU849811
  - C. Name of Insurer (NOT Broker): Amguard Insurance Co.
  - D. Address of Insurer: 18703, 16 River St., Wilkes-Barre, PA 17802
  - E. Telephone Number of Insurer: 570-825-9900
  
- 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: 7
  
- 5) Estimated total wages to be paid those workers: \$224,000
  
- 6) Dates (or schedule) when those wages will be paid: Weekly
  
- 7) Estimated total number of independent contractors to be used on this Contract: None  
(Describe schedule: For example, weekly or every other week or monthly)
  
- 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 4 Chapter 4 of the California Public Contract Code, the Bidder shall set forth hereon the name, the location of the place of business, and the California contractor license number of each subcontractor who will perform work or labor or render service to the prime contractor in or about the construction of the work or improvement, or a subcontractor licensed by the State of California who, under subcontract to the prime contractor, specially fabricates and installs a portion of the work or improvement according to detailed drawings contained in the plans and specifications, in an amount in excess of one-half of 1 percent of the prime contractor's total bid or, in the case of bids or offers for the construction of streets or highways, including bridges, in excess of one-half of 1 percent of the prime contractor's total bid or ten thousand dollars (\$10,000), whichever is greater. The prime contractor shall set forth thereon the portion of the work (type and dollar value) that will be done by each subcontractor. The prime contractor shall list only one subcontractor for each portion as defined by the prime contractor in his or her bid. Information requested, other than the 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	MSL ELECTRIC, INC	Type of Work	ELECTRICAL
Address	4938 E. LAPALMA AVE		
City	ANAHUAC, CA 92807	Dollar Value of Subcontract	\$135,200.-
Phone No.	714-693-4837		
License No.	822450		

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.			

# EXHIBIT “E”

Letter of Assent

# ENVIRONMENTAL CONSTRUCTION, INC.

---

General Engineering Contractors  
21550 Oxnard Street, Suite 1050  
Woodland Hills, CA 91367

July 20, 2017

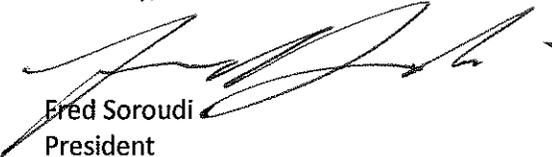
Project Labor Agreement Administrator  
City of Long Beach  
333 West Ocean Blvd.  
Long Beach, CA 90802

RE: Project Labor Agreement – Letter of Assent

Dear Sir or Madam;

This is to confirm that Environmental Construction, Inc. agrees to be party to and bound by the City of Long Beach Project Labor Agreement #33859 effective May 22, 2015, as such any Agreement may, from time to time, be amended by the negotiating parties or interpreted pursuant to its terms. Such obligation to be a party and bound by this Agreement shall extend to all work covered by the agreement undertaken by this Company on the project and this Company shall require of its contractors and subcontractors of whatever tier to be similarly bound for all work within the scope of the Agreement by signing and furnishing to you an identical letter of assent prior to their commencement of work.

Sincerely,



Fred Soroudi  
President

# APPENDIX “A”

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

STATE OF CALIFORNIA  
 BOARD OF EQUALIZATION

N/A

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.

PREMIUM IS FOR THE CONTRACT TERM AND IS SUBJECT  
TO ADJUSTMENT BASED ON FINAL CONTRACT PRICE

Bond No. 8245-15-78  
Premium: \$8,716.00  
Executed in two originals

BOND FOR FAITHFUL PERFORMANCE

KNOW ALL MEN BY THESE PRESENTS: That we, ENVIRONMENTAL CONSTRUCTION, INC., a California corporation, as PRINCIPAL, and Vigilant Insurance Company, located at 15 Mountain View Road, Warren, NJ 07059, a corporation, incorporated under the laws of the State of New York, admitted as a surety in the State of California, and authorized to transact business in the State of California, as SURETY, are held and firmly bound unto the CITY OF LONG BEACH, CALIFORNIA, a municipal corporation, in the sum of SIX HUNDRED SEVENTY-FOUR THOUSAND TWO HUNDRED THIRTY-NINE DOLLARS (\$674,239), lawful money of the United States of America, for the payment of which sum, well and truly to be made, we bind ourselves, our respective heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT:

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

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

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

IN WITNESS WHEREOF, the above-named Principal and Surety have executed, or caused to be executed, this instrument with all of the formalities required by law on this 19th day of July, 2017.

ENVIRONMENTAL CONSTRUCTION, INC.,  
a California corporation

By: [Signature]  
Name: Farid Soroudi  
Title: President

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Approved as to form this 24th day  
of July, 2017.

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

Vigilant Insurance Company

SURETY, admitted in California  
By: [Signature]  
Name: Vanessa Copeland  
Title: Attorney-in-Fact  
Telephone: (212)612-4000

Approved as to sufficiency this 24th day  
of July, 2017.

By: [Signature]  
City Manager/City Engineer

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

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

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 )

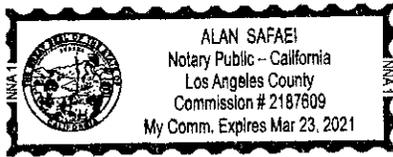
On 7-19-17 before me, ALAN SAFAEI (NOTARY PUBLIC),  
Date Here Insert Name and Title of the Officer

personally appeared FARID SOROUDI  
Name(s) of Signer(s)

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 Alan Safaei  
Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Document Date: \_\_\_\_\_

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

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

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

Corporate Officer -- Title(s): \_\_\_\_\_

Partner --  Limited  General

Individual  Attorney in Fact

Trustee  Guardian or Conservator

Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

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

Corporate Officer -- Title(s): \_\_\_\_\_

Partner --  Limited  General

Individual  Attorney in Fact

Trustee  Guardian or Conservator

Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE 1189

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

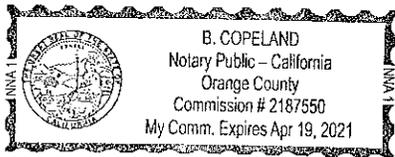
State of California )

County of Orange )

On 7/19/17 before me, B. Copeland, Notary Public, personally appeared Vanessa Copeland

Name(s) of Signer(s)

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.



Place Notary Seal Above

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: [Handwritten Signature] 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 present fraudulent and reattachment of this form to another document.

Description of Attached Document

Type or Title of Document: \_\_\_\_\_

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

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

Capacity(ies) Claimed by Signer(s)

Signer's Name: Vanessa Copeland

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

Signer Is Representing: \_\_\_\_\_

Capacity(ies) Claimed by Signer(s)

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

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

Signer Is Representing: \_\_\_\_\_

Power of Attorney

Federal Insurance Company | Vigilant Insurance Company | Pacific Indemnity Company

Know All by These Presents, That FEDERAL INSURANCE COMPANY, an Indiana corporation, VIGILANT INSURANCE COMPANY, a New York corporation, and PACIFIC INDEMNITY COMPANY, a Wisconsin corporation, do each hereby constitute and appoint Shawn T. Blume, Kevin Cathcart, Vanessa Copeland, Eric Lowey and Mark Richardson of Costa Mesa, California-----

each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY have each executed and attested these presents and affixed their corporate seals on this 21<sup>th</sup> day of April, 2017.

*Dawn M. Chloros*

Dawn M. Chloros, Assistant Secretary

*Stephen M. Haney*

Stephen M. Haney, Vice President



STATE OF NEW JERSEY  
County of Hunterdon

ss.

On this 21<sup>th</sup> day of April, 2017 before me, a Notary Public of New Jersey, personally came Dawn M. Chloros, to me known to be Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY, the companies which executed the foregoing Power of Attorney, and the said Dawn M. Chloros, being by me duly sworn, did depose and say that she is Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY and knows the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of said Companies; and that she signed said Power of Attorney as Assistant Secretary of said Companies by like authority; and that she is acquainted with Stephen M. Haney, and knows him to be Vice President of said Companies; and that the signature of Stephen M. Haney, subscribed to said Power of Attorney is in the genuine handwriting of Stephen M. Haney, and was thereto subscribed by authority of said Companies and in deponent's presence.

Notarial Seal



KATHERINE J. ADELAAR  
NOTARY PUBLIC OF NEW JERSEY  
No. 2318886  
Commission Expires July 16, 2019

*Katherine J. Adelaar*  
Notary Public

CERTIFICATION

Resolutions adopted by the Boards of Directors of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY on August 30, 2016:

"RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into in the ordinary course of business (each a "Written Commitment"):

- (1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.
- (2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such person's written appointment as such attorney-in-fact.
- (3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (4) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing to any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested."

I, Dawn M. Chloros, Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY (the "Companies") do hereby certify that

- (i) the foregoing Resolutions adopted by the Board of Directors of the Companies are true, correct and in full force and effect,
- (ii) the Companies are duly licensed and authorized to transact surety business in all 50 of the United States of America and the District of Columbia and are authorized by the U.S. Treasury Department; further, Federal and Vigilant are licensed in the U.S. Virgin Islands, and Federal is licensed in Guam, Puerto Rico, and each of the Provinces of Canada except Prince Edward Island; and
- (iii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Whitehouse Station, NJ, this July 19, 2017



*Dawn M. Chloros*

Dawn M. Chloros, Assistant Secretary

IN THE EVENT YOU WISH TO NOTIFY US OF A CLAIM, VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT:  
Telephone (908) 903-3493 Fax (908) 903-3656 e-mail: surety@chubb.com

LABOR AND MATERIAL BOND

Bond No. 8245-15-78  
Premium listed on performance bond  
Executed in two originals

KNOW ALL MEN BY THESE PRESENTS: That we, **ENVIRONMENTAL CONSTRUCTION, INC., a California corporation**, as PRINCIPAL, and **Vigilant Insurance Company**, located at **15 Mountain View Road, Warren, NJ 07059**, a corporation, incorporated under the laws of the State of **New York**, admitted as a surety in the State of California, and authorized to transact business in the State of California, as SURETY, are held and firmly bound unto the CITY OF LONG BEACH, a municipal corporation, in the sum of **SIX HUNDRED SEVENTY-FOUR THOUSAND TWO HUNDRED THIRTY-NINE DOLLARS (\$674,239)**, lawful money of the United States of America, for the payment of which sum, well and truly to be made, we bind ourselves, our respective heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT:

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

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

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

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

IN WITNESS WHEREOF, the above-named Principal and Surety have executed, or caused to be executed, this instrument with all of the formalities required by law on this 19th day of July, 2017.

ENVIRONMENTAL CONSTRUCTION, INC.  
a California corporation

By: [Signature]  
Name: Farid Soroudi  
Title: President

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Approved as to form this 24th day of July, 2017.

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

Vigilant Insurance Company  
SURETY, admitted in California  
By: [Signature]  
Name: Vanessa Copeland  
Title: Attorney-in-Fact  
Telephone: (212)612-4000

Approved as to sufficiency this 24th day of July, 2017.

By: [Signature]  
City Manager/City Engineer

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

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

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 )

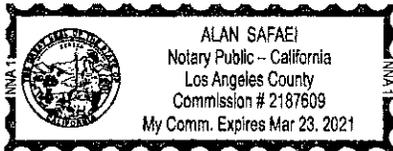
On 7-19-17 before me, ALAN SAFAEI (Notary Public),  
Date Here Insert Name and Title of the Officer

personally appeared FARID SOROUDI  
Name(s) of Signer(s)

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 Alan Safaei  
Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended 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: \_\_\_\_\_  
 Corporate Officer — Title(s): \_\_\_\_\_  
 Partner —  Limited  General  
 Individual  Attorney in Fact  
 Trustee  Guardian or Conservator  
 Other: \_\_\_\_\_  
Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_  
 Corporate Officer — Title(s): \_\_\_\_\_  
 Partner —  Limited  General  
 Individual  Attorney in Fact  
 Trustee  Guardian or Conservator  
 Other: \_\_\_\_\_  
Signer Is Representing: \_\_\_\_\_

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE 1189

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

State of California )

County of Orange )

On 7/19/17 before me, B. Copeland, Notary Public,

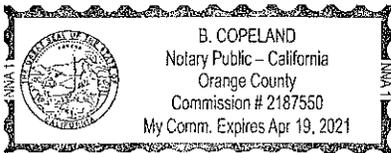
personally appeared Vanessa Copeland
Name(s) of Signer(s)

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: B. Copeland
Signature of Notary Public



Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Type or Title of Document:

Document Date: Number of Pages:

Signer(s) Other Than Named Above:

Capacity(ies) Claimed by Signer(s)

Signer's Name: Vanessa Copeland

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

Signer Is Representing:

Capacity(ies) Claimed by Signer(s)

Signer's Name:

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

Signer Is Representing:

Power of Attorney

Federal Insurance Company | Vigilant Insurance Company | Pacific Indemnity Company

Know All by These Presents, That FEDERAL INSURANCE COMPANY, an Indiana corporation, VIGILANT INSURANCE COMPANY, a New York corporation, and PACIFIC INDEMNITY COMPANY, a Wisconsin corporation, do each hereby constitute and appoint Shawn T. Blume, Kevin Cathcart, Vanessa Copeland, Eric Lowey and Mark Richardson of Costa Mesa, California-----

each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY have each executed and attested these presents and affixed their corporate seals on this 21st day of April, 2017.

Dawn M. Chloros

Dawn M. Chloros, Assistant Secretary

Stephen M. Haney

Stephen M. Haney, Vice President



STATE OF NEW JERSEY

County of Hunterdon

ss.

On this 21st day of April, 2017 before me, a Notary Public of New Jersey, personally came Dawn M. Chloros, to me known to be Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY, the companies which executed the foregoing Power of Attorney, and the said Dawn M. Chloros, being by me duly sworn, did depose and say that she is Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY and knows the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of said Companies; and that she signed said Power of Attorney as Assistant Secretary of said Companies by like authority; and that she is acquainted with Stephen M. Haney, and knows him to be Vice President of said Companies; and that the signature of Stephen M. Haney, subscribed to said Power of Attorney is in the genuine handwriting of Stephen M. Haney, and was thereto subscribed by authority of said Companies and in deponent's presence.

Notarial Seal



KATHERINE J. ADELAAR
NOTARY PUBLIC OF NEW JERSEY
No. 2316885
Commission Expires July 16, 2019

Handwritten signature of Katherine J. Adelaar

Notary Public

CERTIFICATION

Resolutions adopted by the Boards of Directors of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY on August 30, 2016:

"RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into in the ordinary course of business (each a "Written Commitment"):

- (1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.
(2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such person's written appointment as such attorney-in-fact.
(3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
(4) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing to any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
(5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested."

I, Dawn M. Chloros, Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY (the "Companies") do hereby certify that

- (i) the foregoing Resolutions adopted by the Board of Directors of the Companies are true, correct and in full force and effect,
(ii) the Companies are duly licensed and authorized to transact surety business in all 50 of the United States of America and the District of Columbia and are authorized by the U.S. Treasury Department; further, Federal and Vigilant are licensed in the U.S. Virgin Islands, and Federal is licensed in Guam, Puerto Rico, and each of the Provinces of Canada except Prince Edward Island; and
(iii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Whitehouse Station, NJ, this July 19, 2017



Dawn M. Chloros

Dawn M. Chloros, Assistant Secretary

IN THE EVENT YOU WISH TO NOTIFY US OF A CLAIM, VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT: Telephone (908) 903-3493 Fax (908) 903-3656 e-mail: surety@chubb.com

2706716 ENDORSED - FILED  
In the office of the Secretary of State  
of the State of California

OCT 13 2004

KEVIN SHELLEY  
Secretary of State

ARTICLES OF INCORPORATION

OF

ENVIRONMENTAL CONSTRUCTION, INC.

ONE: The name of this corporation is Environmental Construction, Inc.

TWO: The purpose of the corporation is to engage in any lawful act or activity for which a corporation may be organized under the General Corporation Law of California other than the banking business, the trust company business, or the practice of a profession permitted to be incorporated by the California Corporations Code.

THREE: The name and address in this state of the corporation's initial agent for service of process are:

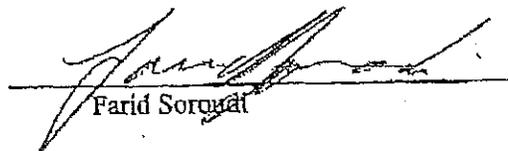
Farid Soroudi  
3844 Davids Rd.  
Agoura Hills, CA 91301

FOUR: This corporation is authorized to issue only one class of shares, which shall be designated "common" shares. The total number of such shares authorized to be issued is one hundred thousand (100,000).

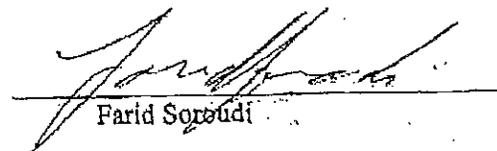
FIVE: The liability of the directors of the corporation for monetary damages shall be eliminated to the fullest extent permissible under California law.

SIX: The corporation is authorized to indemnify the directors and officers of the corporation to the fullest extent permissible under California law.

Dated: October 6, 2004

  
Farid Soroudi

I declare that I am the person who executed the above Articles of Incorporation, and that this instrument is my act and deed.

  
Farid Soroudi

INITIAL CONSENTS OF THE DIRECTOR  
OF  
ENVIRONMENTAL CONSTRUCTION, INC.

1. Consent to Action

Pursuant to Section 307(b) of the California Corporations Code, the undersigned, being the Sole Director of ENVIRONMENTAL CONSTRUCTION, INC., a California corporation, consents by this writing to take the following actions, to adopt the following resolutions, and to transact the following business of the corporation:

2. Officers

RESOLVED, that the following named persons are elected to the offices set forth opposite their name to serve until their resignation or until he or she is removed by the Board of Directors or until their successors are elected by the Board of Directors:

<u>Name</u>	<u>Office</u>
Farid Soroudi	President
Farid Soroudi	Chief Financial Officer
Farid Soroudi	Secretary

3. Payment and Amortization of Incorporation Expenses

RESOLVED, that the President and the Chief Financial Officer of this corporation be and they hereby are authorized and directed to pay all expenses of incorporation and organization of this corporation, including all attorneys' fees incurred in connection therewith;

4. Seal

RESOLVED, that the seal, an impression of which is impressed below, is adopted as the seal of the corporation.

5. Issuance of Shares

WHEREAS, Farid Soroudi has offered to acquire Ten Thousand (10,000) shares each of the capital common stock of the corporation in exchange for a total of One Hundred Thousand Dollars (\$100,000) cash;

RESOLVED, that the offer of Farid Soroudi is hereby accepted, and the proper officers of the corporation be and hereby are authorized and directed to execute, issue, and deliver in the name and on behalf of the corporation and under its corporate seal, a certificate for Ten Thousand (10,000) shares of the capital common stock of the corporation to the order of Farid Soroudi;