OFFICE OF THE CITY ATTORNEY
CHARLES PARKIN, City Attorney
411 West Ocean Boulevard, 9th Floor
Long Beach, CA 90802-4664

CONTRACT
36191

THIS CONTRACT is made and entered, in duplicate, as of December 9, 2021 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 December 7, 2021, by and between ENVIRONMENTAL CONSTRUCTION, INC., a California corporation ("Contractor"), whose address is 21550 Oxnard Street, Suite 1060, Woodland Hills, California 91367, and the CITY OF LONG BEACH, a municipal corporation ("City").

WHEREAS, pursuant to a Notice Inviting Bids for the Davenport Park Landfill Gas Control System in the City of Long Beach, California, dated August 18, 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. 3004020011;

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. 3004020011 for the Davenport Park Landfill Gas Control System 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 Davenport Park Landfill Gas Control

System 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 One Million Seven Hundred Ninety-Five Thousand Five Hundred Forty-Four Dollars ($1,795,544) for the estimated quantities established in the Bid, subject to additions or deductions as provided in the Contract Documents.

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

3. CONTRACT DOCUMENTS.

A. The Contract Documents include: The Notice Inviting Bids, Project Specifications No. 3004020011 (which may include by reference the Standard Specifications for Public Works Construction, latest edition, and any supplements thereto, collectively the "Standard Specifications"); the City of Long Beach Standard Plans; Project Drawing No. B-4781 for this work; the California Code of Regulations; the various Uniform Codes applicable to trades; the prevailing wage rates; Instructions to Bidders; the Bid; the bid security; the City of Long Beach Disadvantaged, Minority and Women-Owned Business Enterprise Program; the Citywide Project Labor Agreement; this Contract and all documents attached hereto or referenced herein including but not limited to insurance; Bond for Faithful Performance; Payment Bond; Notice to Proceed; Notice of Completion; any addenda or change orders issued in accordance with the Standard Specifications; any permits required and issued for the work; approved final design drawings and documents; the Information Sheet; and the Letter of Assent ("Contract Documents"). These Contract Documents are incorporated herein by the above reference and form a part of this Contract.

B. Notwithstanding Section 2-5.2 of the Standard Specifications,

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

4. TIME FOR CONTRACT. Contractor shall commence work on a date to be specified in a written Notice to Proceed from City and shall complete all work within one hundred twenty (120) working days thereafter, subject to strikes, lockouts and events beyond the control of Contractor. Time is of the essence hereunder. City will suffer damage if the work is not completed within the time stated, but those damages would be difficult or impractical to determine. So, Contractor shall pay to City, as liquidated damages, the amount stated in the Contract Documents.

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

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

7. CLAIMS FOR EXTRA WORK. No claim shall be made at any time upon City by Contractor for and on account of any extra or additional work performed or materials furnished, unless such extra or additional work or materials shall have been

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expressly required by the City Manager and the quantities and price thereof shall have been first agreed upon, in writing, by the parties hereto.

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

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

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

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

11. PREVAILING WAGE RATES. Contractor is directed to pay the general rate of per diem wages for each craft, classification, or type of worker needed to execute the contract (prevailing wage rates). Copies of the current prevailing rate of per diem wages are on file at is principle office (Labor Compliance Division, 411 W. Ocean Boulevard, 6th Floor, Long Beach, California, 90802), and shall be made available to any interested party upon request. Contractor is required to post a copy of the determination of the director of the prevailing rate of per diem wages at each job site. Pursuant to Section

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1775, Contractor shall forfeit, as a penalty to the City, up to Two Hundred Dollars ($200) for each laborer, worker or mechanic employed for each calendar day, or portion thereof, that such laborer, worker or mechanic is paid less than the prevailing wage rates for any work done by Contractor, or any subcontractor, under this Contract. The difference between the prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate shall be paid to each worker by the Contractor or subcontractor.

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

13. CERTIFIED PAYROLL RECORDS.

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

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

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

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

14. COORDINATION WITH GOVERNMENTAL REGULATIONS.

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

B. If Contractor is prevented, in any manner, from strict compliance with the Plans and Specifications due to any Federal or State law, rule or regulation, in addition to all other rights and remedies reserved to the parties City

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may by resolution of the City Council suspend performance hereunder until the cause of disability is removed, extend the time for performance, make changes in the character of the work or materials, or terminate this Contract without liability to either party.

15. NOTICES.

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

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

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

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

18. RESPONSIBILITY OF CONTRACTOR. Notwithstanding anything to

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

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

20. TAXES AND TAX REPORTING.

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

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

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Administration ("CFTA") for the Work site. "Qualified" means that the Contractor purchased at least Five Hundred Thousand Dollars ($500,000.00) in tangible personal property that was subject to sales or use tax in the previous calendar year.

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

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

E. Contractor shall not be entitled to and by signing this Contract waives any claim or damages for delay against City if Contractor does not timely submit these forms to the appropriate governmental entity. Contractor may request a waiver to subsections B, C, and/or D. Waiver requests must be submitted in writing and will be subject to City review and approval. Contractor may contact the Financial

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Management Department, Budget Management Bureau at (562) 570-6425 for 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

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regulations relating to said work. If City does inspect or investigate, the results thereof shall not be deemed compliance with or a waiver of any requirements of the Contract Documents.

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

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

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

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

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

"During the performance of a Contract with the City of Long Beach, the Contractor will provide equal benefits to employees with spouses and its employees with domestic partners. Additional information about the City of

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Long Beach's Equal Benefits Ordinance may be obtained from the City of 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. PROJECT LABOR AGREEMENT. This Project is covered by a Citywide Project Labor Agreement ("PLA") entered into by the City of Long Beach with the Los Angeles/Orange Counties Building and Construction Trades Council and the signatory Craft Unions. The PLA contains a local hiring goal of 40%, calculated based on total hours worked. The local hire provision requires best efforts to utilize qualified workers residing in first tier zip codes (which include all of the City of Long Beach), then in second tier zip codes (which reflect the Gateway Cities), and finally in Los Angeles and Orange Counties. However, if Project work is funded in full or in part by State of California Tideland funds, then the local hire provision requires best efforts to utilize qualified workers residing within the Counties of Los Angeles or Orange. Contractor shall complete and deliver to City the form ("Letter of Assent") attached hereto as Exhibit "E" and incorporated by reference, to comply with the PLA. Contractor agrees to work with the City and its selected Independent

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Jobs Coordinator, if applicable, to promote the local hiring goals and objectives of the PLA.

32. 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.

ENVIRONMENTAL CONSTRUCTION, INC., a California corporation

December 15, 2021

By _____
Name Farid Soroudi
Title President

December 15, 2021

By _____
Name Farid Soroudi
Title Secretary

"Contractor"

CITY OF LONG BEACH, a municipal corporation

1/21, ~~2021~~ 2022

By Linda F. Tatum
City Manager

EXECUTED PURSUANT TO SECTION 301 OF THE CITY CHARTER.

"City"

This Contract is approved as to form on January 12, 2022.

CHARLES PARKIN, City Attorney

By _____
Deputy

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EXHIBIT A

Awarded: Whole Bid

BIDDER'S NAME: Environmental Construction, Inc

CITY OF LONG BEACH
DAVENPORT PARK LANDFILL GAS CONTROL SYSTEM

In accordance with the Notice Inviting Bids for this Work in the City of Long Beach, California, to be opened on **September 23, 2021 at 3:00p.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. Project No. 3004020011 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.

BASE BID

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE (IN FIGURES)	ITEM TOTAL (IN FIGURES)
1	Mobilization and Demobilization (not to exceed 4.5% of the total base bid amount)	1	LS	70,000	70,000
2	Demolition of existing structures: LFG riser and vent connections, concrete caissons, dispose and backfill material allowance	1	LS	101,330	101,330
3	Earthwork: trench excavation, remove landfill cover, backfill and repair existing landfill cover after piping installation. Miscellaneous related work and materials (e.g., Sand, Stone base, etc.)	1	LS	146,486	146,486
4	Foundations: Site Grading, Over Excavation & Backfill, Footing Excavation, Concrete, Reinforcement Steel, Forming and Miscellaneous related work	1	LS	52,505	52,505
5	Provide and install below ground piping, including HDPE and carbon steel	1	LS	64,416	64,416
6	Disposal of Overburden Non-Hazardous Waste	1	LS	11,175	11,175
7	Provide and install above ground process piping and supports, valves, and miscellaneous fittings, including flex hoses, HDPE, PVC, carbon steel, and stainless steel	1	LS	120,663	120,663

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE (IN FIGURES)	ITEM TOTAL (IN FIGURES)
8	Provide and install thermal oxidizer treatment skid	1	LS	567,600	567,000
9	Provide and install pumps: condensate pump P-301, sump pump P-302, and portable pneumatic pump	1	LS	46,087 ~~46,087.50~~ FS	46,087 ~~46,087.50~~ FS
10	Provide and install VGAC vessels T-102, T-103 and T-104 and VGAC canister T-107	1	LS	22,000	22,000
11	Provide and install Tanks: H2S wash tank T-105 and condensate tank T-106	1	LS	9,810	9,810
12	Provide and install process equipment and controls: water vapor separator T- 101, duct heater, dilution air filter; conservation vent, pressure and flow indicators, flow elements, level switches, orifices, and other controls	1	LS	62,006	62,006
13	Repair roadway, sidewalk, curb and gutter, access driveway/pedestrian path, crushed stone paving, and other surface restoration	1	LS	38,425	38,425
14	Modify and repair existing irrigation system	1	LS	10,900	10,900
15	Provide and install screen fence system	1	LS	165,000	165,000
16	Provide and install electrical ductbank between existing utility power pole and new service meter	1	LS	25,866	25,866
17	Provide and install power pedestal and pad	1	LS	11,110	11,110
18	Provide and install equipment rack, including main panel board/distribution panel, transformer and lighting panel, and FlameOx fused disconnect	1	LS	17,435	17,435
19	Provide and install grounding system	1	LS	12,430	12,430
20	Provide and install lighting system, including poles and fixtures	1	LS	21,780	21,780
21	Provide and install power and control conduit and cable to FlameOx control panel, duct heater, pumps, combination starters, lighting fixtures, and level switches.	1	LS	219,120	219,120

BASE BID TOTAL 1,795,544.00

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

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:

Environmental Construction, Inc.

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

Title: President, Secretary, Treasurer

Date: 09/23/2021

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: ENW216329

   B. Name of Insurer (**NOT** Broker): Cypress Insurance Company

   C. Address of Insurer: 1314 Douglas Street, Ste. 1300 Omaha, NE 68102-1944

   D. Telephone Number of Insurer: (800) 834-3848

2) For vehicles owned by Contractor and used in performing work under this Contract:

   A. VIN (Vehicle Identification Number): Will provide prior to start of work

   B. Automobile Liability Insurance Policy Number: (FS) ~~See above~~ ENAU226283

   C. Name of Insurer (**NOT** Broker): (FS) ~~See above~~ AmGuard Insurance company

   D. Address of Insurer: PO BOX AH Wilkes Barre, PA 18703-0020

   E. Telephone Number of Insurer: (570) 825-9900

3) Address of Property used to house workers on this Contract, if any: _____

   21550 Oxnard St., Suite 1060 Woodland Hills, CA 91367

4) Estimated total number of workers to be employed on this Contract: 10

5) Estimated total wages to be paid those workers: Prevailing wage

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

   (Describe schedule: For example, weekly or every other week or monthly)

7) Estimated total number of independent contractors to be used on this Contract: 0

8) Taxpayer's Identification Number: 68-0597503

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	EC Applications	Type of Work	Liner
Address	901 E. Orangthorpe Ave		
City	Orange, CA	Dollar Value of Subcontract	$72,310
Phone No.	775-343-9968		
License No.	1003207	DIR Registration No.	1000021148
Name	Wolverine Fence	Type of Work	Fencing
Address	930 S. Cypress St.		
City	La Habra, CA	Dollar Value of Subcontract	$150,000
Phone No.	562-948-2030		
License No.	870586	DIR Registration No.	1000009678
Name	Leed Electric Inc.	Type of Work	Electrical
Address	13138 Artic Circle		
City	Santa Fe Springs, CA	Dollar Value of Subcontract	$267,765
Phone No.	562-270-9500		
License No.	319096	DIR Registration No.	1000004633
Name		Type of Work	
Address			
City		Dollar Value of Subcontract	$
Phone No.			
License No.		DIR Registration No.	
Name		Type of Work	
Address			
City		Dollar Value of Subcontract	$
Phone No.			
License No.		DIR Registration No.	

EXHIBIT "E"

Letter of Assent

ENVIRONMENTAL CONSTRUCTION, INC.

General Engineering Contractors
21550 Oxnard Street, Suite 1060
Woodland Hills, CA 91367

LETTER OF ASSENT

PLA Administrator
City of Long Beach
411 W. Ocean Blvd, 5th Floor | Long Beach, CA 90802
Attn: ___Teri Luce_____

Re: Project Labor Agreement - Letter of Assent

Dear Ms. Luce:

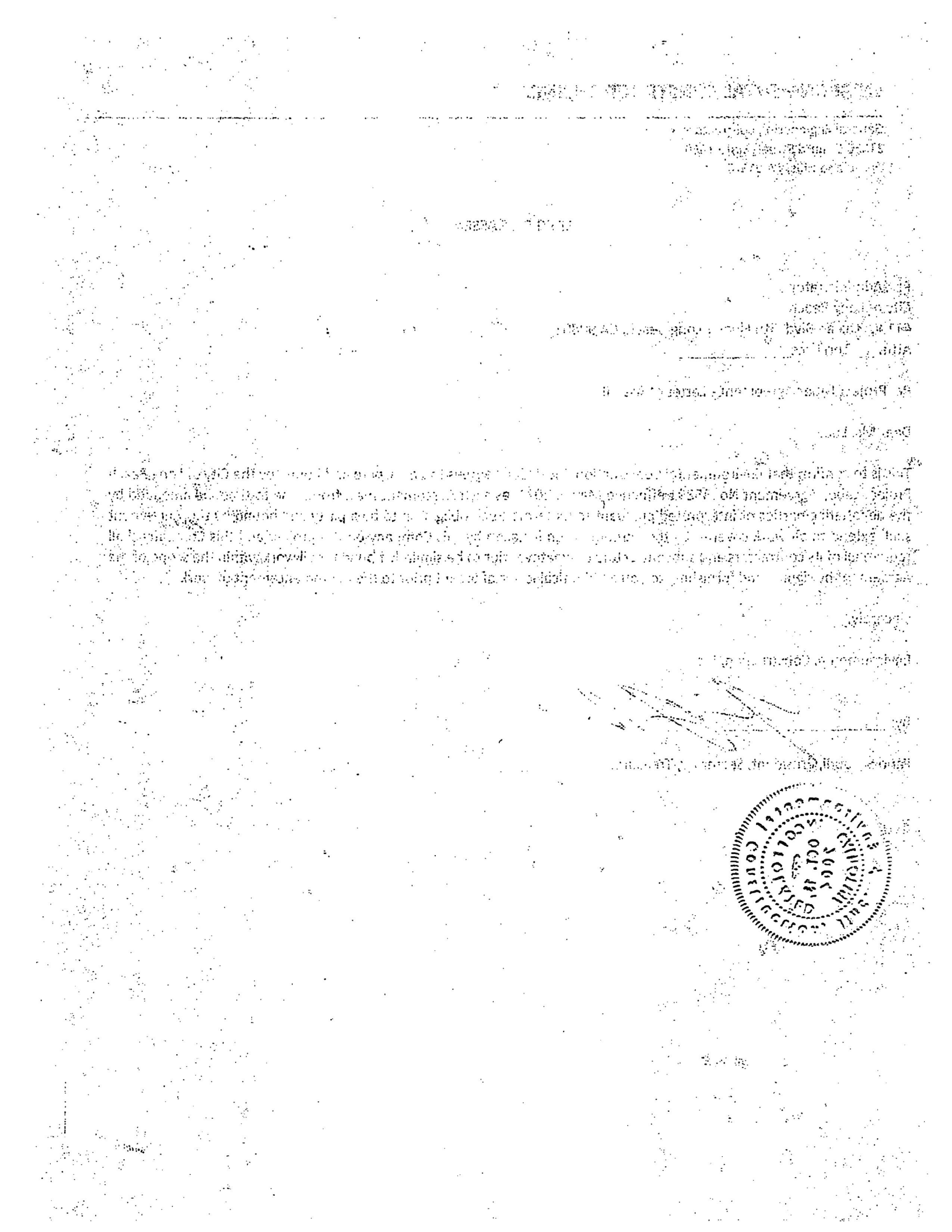
This is to confirm that Environmental Construction, Inc. ("ECI") agrees to be party to and bound by the City of Long Beach Project Labor Agreement No. 35891 effective May 6, 2021, as such Agreement may, from time to time, be amended by the negotiating parties or interpreted pursuant to its terms. Such obligation to be a party and bound by this Agreement shall extend to all work covered by the agreement undertaken by this Company on the project and this Company shall require all of its contractors and subcontractors of whatever tier to be similarly bound for all work within the scope of the Agreement by signing and furnishing to you an identical letter of assent prior to their commencement of work.

Sincerely,

Environmental Construction, Inc.

By: _____

Farid Soroudi, President, Secretary, Treasurer



APPENDIX "A"

BOE-400-DP (FRONT) REV 2 (8-05)

APPLICATION FOR USE TAX DIRECT PAYMENT PERMIT

STATE OF CALIFORNIA
BOARD OF EQUALIZATION

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

SECTION I – BUSINESS INFORMATION

NAME OF BUSINESS OR GOVERNMENTAL ENTITY	SALES/USE TAX PERMIT NUMBER
BUSINESS ADDRESS *(street)*	CONSUMER USE TAX ACCOUNT NUMBER
CITY, STATE, & ZIP CODE	If applicant is applying for either a sales/use tax permit or a consumer use tax account in addition to a use tax direct payment permit check here ☐
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)

Executed in Duplicate

Payment Bond
No. K4026050A
Premium included in
Performance Bond

PAYMENT BOND
(Labor and Material Bond)

WHEREAS, The CITY OF LONG BEACH, a municipal corporation, hereinafter the "City" or "Obligee," have conditionally awarded to **ENVIRONMENTAL CONSTRUCTION, INC., a California corporation** designated as the "Contractor" or "Principal" herein, a contract for the work ("Work") described as follows: the **Davenport Park Landfill Gas Control System**, as described in Specification No. 3004020011, 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 Vigilant Insurance Company admitted as a surety insurer in the State of California ("Surety"), are held and firmly bound to the City for payment of the penal sum of **One Million Seven Hundred Ninety-Five Thousand Five Hundred Forty-Four Dollars ($1,795,544)** 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 15th day of December, 2021.

Vigilant Insurance Company
Surety Name

By: Leigh McDonough
Signature

Name: Leigh McDonough
Printed Name

Title: Attorney-in-Fact

Address: 355 South Flower Street, Third Floor
Los Angeles, CA 90071

Telephone: (213) 612-5511

Leigh McDonough
Attorney-in-Fact

Leigh McDonough
Signature

Environmental Construction, Inc., a California corporation

By: _____
Signature

Name: Farid Sefiudi
Printed Name

Title: President

By: _____
Signature

Name: Farid Sefiudi
Printed Name

Title: Secretary

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

January 12, 2022

Approved as to form

CHARLES PARKIN, City Attorney

By: _____
Deputy City Attorney

_____, 2021

Approved as to sufficiency.

CITY OF LONG BEACH, a municipal corporation

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

EWM bg A21-03987
01340502 DOCX

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 12-20-2021 before me, ALAN SAFAEI (NOTARY Public)
(insert name and title of the officer)

personally appeared FARID SOROUDI 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.

ALAN SAFAEI
Notary Public - California
Los Angeles County
Commission # 2356157
My Comm. Expires Apr 30, 2025

Signature _____ (Seal)

IN WITNESS WHEREOF, this instrument has been duly executed by the Municipal or Subsidiary Water Agency on the 15th day of _____, 2021.

Municipal Water Agency

Subsidiary Water Agency

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

Subsidiary Water Agency

By: _____

Name: _____

Title: _____

(Attach Acknowledgments for California Corporations and see Surety Seal)

_____, 2021

Approved as to form:

CITY OF LONG BEACH, a municipal corporation

By: _____

Deputy City Attorney

By: _____

Director of Energy Resources

NOTE:

1. Acknowledgments must be acknowledged by both "PRINCIPAL" and SURETY. Failure to obtain Notary Public and Notary Seal on the acknowledgment may be adverse.

2. A corporation must be acknowledged by two officers, one being a president and a second officer of a corporation of the Board of Directors (including such officers, or other evidence of authority for such execution must be attached) persons other than the officers listed in Section 313, California Corporations Code.

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 DEC 15 2020 before me, Heather Rose Saltarelli, Notary Public,
Date , *Here Insert Name and Title of the Officer*

personally appeared Leigh McDonough
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.

HEATHER ROSE SALTARELLI
Notary Public - California
Orange County
Commission # 2248219
My Comm. Expires Jul 27, 2022

Signature Heather Rose Saltarelli
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.

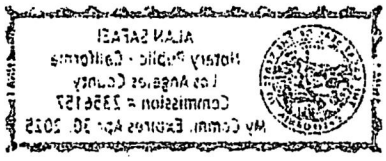
Description of Attached Document

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


ALAN SAFAEI
Notary Public - California
Los Angeles County
Commission # 2356157
My Comm. Expires Apr 30, 2015

CHUBB

Power of Attorney

Federal Insurance Company | Vigilant Insurance Company | Pacific Indemnity Company
Westchester Fire Insurance Company | ACE American Insurance Company

Know All by These Presents, that **FEDERAL INSURANCE COMPANY,** an Indiana corporation, **VIGILANT INSURANCE COMPANY,** a New York corporation, **PACIFIC INDEMNITY COMPANY,** a Wisconsin corporation, **WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** corporations of the Commonwealth of Pennsylvania, do each hereby constitute and appoint Rhonda C. Abel, Jeri Apodaca, Reece Joel Diaz, Kim Luu, Leigh McDonough, Michael D. Parizino, Rachelle Rheault, Heather Saltarelli and James A. Schaller of Newport Beach, 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, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** have each executed and attested these presents and affixed their corporate seals on this **13th** day of **January, 2021.**

Dawn M. Chloros
Dawn M. Chloros, Assistant Secretary

Stephen M. Haney, Vice President

STATE OF NEW JERSEY
County of Hunterdon ss.

On this **13th** day of **January, 2021** before me, a Notary Public of New Jersey, personally came Dawn M. Chloros and Stephen M. Haney, to me known to be Assistant Secretary and Vice President, respectively, of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY, the companies which executed the foregoing Power of Attorney, and the said Dawn M. Chloros and Stephen M. Haney, being by me duly sworn, severally and each for herself and himself did depose and say that they are Assistant Secretary and Vice President, respectively, of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY and know 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 their signatures as such officers were duly affixed and subscribed by like authority.

Notarial Seal

KATHERINE J. ADELAAR
NOTARY PUBLIC OF NEW JERSEY
No. 2316685
Commission Expires July 16, 2024

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; WESTCHESTER FIRE INSURANCE COMPANY on December 11, 2006; and ACE AMERICAN INSURANCE COMPANY on March 20, 2009:

"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, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY (the "Companies") do hereby certify that

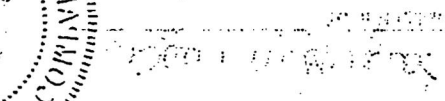
(i) the foregoing Resolutions adopted by the Board of Directors of the Companies are true, correct and in full force and effect,
(ii) the foregoing Power of Attorney is true, correct and in full force and effect.

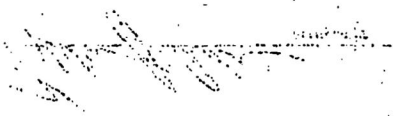
Given under my hand and seals of said Companies at Whitehouse Station, NJ, this December 15, 2021

Dawn M. Chloros
Dawn M. Chloros, Assistant Secretary

IN THE EVENT YOU WISH TO 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


MARYLAND INSURANCE CORPORATION





Executed in Duplicate

Performance Bond
No. K4026050A
Premium: $17,262.00

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 **ENVIRONMENTAL CONSTRUCTION, INC., a California corporation** designated as the "Contractor" or "Principal" herein, a contract for the work ("Work") described as follows: the **Davenport Park Landfill Gas Control System**, as described in Specification No.: 3004020011, 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 Vigilant Insurance Company, an admitted surety insurer in the State of California, as Surety, are held and firmly bound unto THE CITY OF LONG BEACH, a municipal corporation of the State of California (hereinafter the "City" or "Obligee") in the penal sum of **One Million Seven Hundred Ninety-Five Thousand Five Hundred Forty-Four Dollars ($1,795,544)** lawful money of the United States, for the payment of which sum, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT:

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

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

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

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

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

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

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

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety above-named, on the 15th day of December, 2021

Vigilant Insurance Company
Surety Name

By Leigh McDonough
Signature

Name: Leigh McDonough
Printed Name

Title: Attorney-in-Fact

Address 555 South Flower Street, Third Floor
Los Angeles, CA 90071

Telephone. (213) 612-5511

Leigh McDonough
Attorney-in-Fact

Leigh McDonough
Signature

Environmental Construction, Inc., a California corporation

By
Signature

Name Farid Sorouri
Printed Name

Title President

By
Signature

Name: Farid Sorouri
Printed Name

Title Treasurer

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

January 12, 2022

Approved as to form

CHARLES PARKIN, City Attorney

By
Deputy City Attorney

, 2021

Approved as to sufficiency

CITY OF LONG BEACH, a municipal corporation

By Carl R Hilburn
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.

EWM bg A21-03587
01340501 DOCX

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 12-20-2021 before me, ALAN SAFAEI (Notary Public)
(insert name and title of the officer)

personally appeared FARID SOROUDI 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)

ALAN SAFAEI
Notary Public - California
Los Angeles County
Commission # 2356157
My Comm. Expires Apr 30, 2025

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 DEC 15 2021 before me, Heather Rose Saltarelli, Notary Public,
Date *Here Insert Name and Title of the Officer*

personally appeared Leigh McDonough
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.

HEATHER ROSE SALTARELLI
Notary Public - California
Orange County
Commission # 2248219
My Comm. Expires Jul 27, 2022

Signature Heather Rose Saltarelli
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: _____	Signer's Name: _____
☐ Corporate Officer — Title(s): _____	☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General	☐ Partner — ☐ Limited ☐ General
☐ Individual ☒ Attorney in Fact	☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator	☐ Trustee ☐ Guardian or Conservator
☐ Other: _____	☐ Other: _____
Signer Is Representing: _____	Signer Is Representing: _____

CHUBB

Power of Attorney

Federal Insurance Company | Vigilant Insurance Company | Pacific Indemnity Company
Westchester Fire Insurance Company | ACE American Insurance Company

Know All by These Presents, that **FEDERAL INSURANCE COMPANY,** an Indiana corporation, **VIGILANT INSURANCE COMPANY,** a New York corporation, **PACIFIC INDEMNITY COMPANY,** a Wisconsin corporation, **WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** corporations of the Commonwealth of Pennsylvania, do each hereby constitute and appoint Rhonda C. Abel, Jeri Apodaca, Reece Joel Diaz, Kim Luu, Leigh McDonough, Michael D. Parizino, Rachelle Rheault, Heather Saltarelli and James A. Schaller of Newport Beach, 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, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** have each executed and attested these presents and affixed their corporate seals on this **13th** day of **January, 2021.**

Dawn M. Chloros, Assistant Secretary

Stephen M. Haney, Vice President

STATE OF NEW JERSEY
County of Hunterdon SS.

On this **13th** day of **January, 2021** before me, a Notary Public of New Jersey, personally came Dawn M. Chloros and Stephen M. Haney, to me known to be Assistant Secretary and Vice President, respectively, of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY, the companies which executed the foregoing Power of Attorney, and the said Dawn M. Chloros and Stephen M. Haney, being by me duly sworn, severally and each for herself and himself did depose and say that they are Assistant Secretary and Vice President, respectively, of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY and know 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 their signatures as such officers were duly affixed and subscribed by like authority.

Notarial Seal

KATHERINE J. ADELAAR
NOTARY PUBLIC OF NEW JERSEY
No. 2316685
Commission Expires July 18, 2024

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; WESTCHESTER FIRE INSURANCE COMPANY on December 11, 2006; and ACE AMERICAN INSURANCE COMPANY on March 20, 2009:

"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, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE 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 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 December 15, 2021

Dawn M. Chloros, Assistant Secretary

IN THE EVENT YOU WISH TO 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


TRANSPORTATION INSURANCE COMPANY