

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

CONTRACT

34145

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

THIS CONTRACT is made and entered, in duplicate, as of December 1, 2015 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 November 10, 2015, by and between FORD E.C., INC., a California corporation ("Contractor"), whose address is 10850 Wilshire Blvd., #380, Los Angeles, California 90024, and the CITY OF LONG BEACH, a municipal corporation ("City").

WHEREAS, pursuant to a "Notice Inviting Bids for Deforest Wetlands Restoration in the City of Long Beach, California," dated May 26, 2015, 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-7021;

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-7021 for Deforest Wetlands Restoration 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 Deforest Wetlands Restoration in the City of Long Beach, California," attached hereto as Exhibit "A".

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

4 3. CONTRACT DOCUMENTS.

5 A. The Contract Documents include: The Notice Inviting Bids,
6 Project Specifications No. R-7021 (which may include by reference the Standard
7 Specifications for Public Works Construction, latest edition, and any supplements
8 thereto, collectively the "Standard Specifications"); the City of Long Beach Standard
9 Plans; Project Drawing No. C-6073 for this work; the California Code of Regulations;
10 the various Uniform Codes applicable to trades; the prevailing wage rates;
11 Instructions to Bidders; the Bid; the bid security; the City of Long Beach
12 Disadvantaged, Minority and Women-Owned Business Enterprise Program; the
13 Citywide Project Labor Agreement; this Contract and all documents attached hereto
14 or referenced herein including but not limited to insurance; Bond for Faithful
15 Performance; Payment Bond; Notice to Proceed; Notice of Completion; any
16 addenda or change orders issued in accordance with the Standard Specifications;
17 any permits required and issued for the work; approved final design drawings and
18 documents; the Information Sheet; and the Letter of Assent. These Contract
19 Documents are incorporated herein by the above reference and form a part of this
20 Contract.

21 B. Notwithstanding Section 2-5.2 of the Standard Specifications,
22 if any conflict or inconsistency exists or develops among or between Contract
23 Documents, the following priority shall govern: 1) Permit(s) from other public
24 agencies; 2) Change Orders; 3) this Contract (including any and all amendments
25 hereto); 4) Addenda (which shall include written clarifications, corrections and
26 changes to the bid documents and other types of written notices issued prior to bid
27 opening; 5) Project Specifications; 6) Project Plans (including drawings); 7) the City
28 of Long Beach Standard Plans; 8) Standard Specifications (as identified in Section

1 3.A. hereof, the "Greenbook"); 9) other reference specifications; 10) other
2 reference plans; 11) the bid; and 12) the Notice Inviting Bids.

3 4. TIME FOR CONTRACT. Contractor shall commence work on a date
4 to be specified in a written "Notice to Proceed" from City and shall complete all work within
5 six hundred forty (640) working days thereafter, subject to strikes, lockouts and events
6 beyond the control of Contractor. Time is of the essence hereunder. City will suffer
7 damage if the work is not completed within the time stated, but those damages would be
8 difficult or impractical to determine. So, Contractor shall pay to City, as liquidated
9 damages, the amount stated in the Contract Documents.

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

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

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

24 8. CLAIMS. Contractor shall, upon completion of the work, deliver
25 possession thereof to City ready for use and free and discharged from all claims for labor
26 and materials in doing the work and shall assume and be responsible for, and shall protect,
27 defend, indemnify and hold harmless City from and against any and all claims, demands,
28 causes of action, liability, loss, costs or expenses for injuries to or death of persons, or

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

1 damages to property, including property of City, which arises from or is connected with the
2 performance of the work.

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

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

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

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

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

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

8 13. NOTICES.

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

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

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

25 15. COVENANT AGAINST ASSIGNMENT. Neither this Contract nor any
26 of the moneys that may become due Contractor hereunder may be assigned by Contractor
27 without the written consent of City first had and obtained, nor will City recognize any
28 subcontractor as such, and all persons engaged in the work of construction will be

1 considered as independent contractors or agents of Contractor and will be held directly
2 responsible to Contractor.

3 16. CERTIFIED PAYROLL RECORDS.

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

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

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

26 17. RESPONSIBILITY OF CONTRACTOR. Notwithstanding anything to
27 the contrary in the Standard Specifications, Contractor shall have the responsibility, care
28 and custody of the work. If any loss or damage occurs to the work that is not covered by

1 collectible commercial insurance, excluding loss or damage caused by earthquake or flood
2 or the negligence or willful misconduct of City, then Contractor shall immediately make the
3 City whole for any such loss or pay for any damage. If Contractor fails or refuses to make
4 the City whole or pay, then City may do so and the cost and expense of doing so shall be
5 deducted from the amount due Contractor from City hereunder.

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

9 19. TAXES AND TAX REPORTING.

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

18 B. Contractor shall cooperate with City in all matters relating to
19 taxation and the collection of taxes, particularly with respect to the self-accrual of
20 use tax. Contractor shall cooperate as follows: (i) for all leases and purchases of
21 materials, equipment, supplies, or other tangible personal property totaling over
22 \$100,000 shipped from outside California, a qualified Contractor shall complete and
23 submit to the appropriate governmental entity the form in Appendix "A" attached
24 hereto; and (ii) for construction contracts and subcontracts totaling \$5,000,000 or
25 more, Contractor shall obtain a sub-permit from the California Board of Equalization
26 for the Work site. "Qualified" means that the Contractor purchased at least \$500,000
27 in tangible personal property that was subject to sales or use tax in the previous
28 calendar year.

1 C. Contractor shall create and operate a buying company, as
2 defined in State of California Board of Equalization Regulation 1699, subpart (h), in
3 City if Contractor will purchase over \$10,000 in tangible personal property subject
4 to California sales and use tax.

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

20 E. Contractor shall not be entitled to and by signing this Contract
21 waives any claim or damages for delay against City if Contractor does not timely
22 submit these forms to the appropriate governmental entity. Contractor may contact
23 the City Controller at (562) 570-6450 for assistance with the form.

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

27 21. AUDIT. City shall have the right at all reasonable times during
28 performance of the work under this Contract for a period of five (5) years after final

1 completion of the work to examine, audit, inspect, review, extract information from and
2 copy all books, records, accounts and other documents of Contractor relating to this
3 Contract.

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

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

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

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

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

28 ///

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

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

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

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

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

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

27 C. If the Contractor fails to comply with the EBO, the City may
28 cancel, terminate or suspend the Contract, in whole or in part, and monies due or to

1 become due under the Contract may be retained by the City. The City may also
2 pursue any and all other remedies at law or in equity for any breach.

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

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

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

23 31. DEFAULT. Default shall include but not be limited to Contractor's
24 failure to perform in accordance with the Plans and Specifications, failure to comply with
25 any Contract Document, failure to pay any penalties, fines or charges assessed against
26 Contractor by any public agency, failure to pay any charges or fees for services performed
27 by the City, and if Contractor has substituted any security in lieu of retention, then default
28 shall also include City's receipt of a stop notice. If default occurs and Contractor has

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

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

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

FORD E.C., INC., a California corporation

8
9 12 - 29, 2015 By [Signature]
10 Name SIA DABRIGHIAN
11 Title President

12 12 - 29, 2015 By [Signature]
13 Name SAM DUGHICHIAN
14 Title SECRETARY

"Contractor"

CITY OF LONG BEACH, a municipal corporation
EXECUTED PURSUANT TO SECTION 301 OF THE CITY CHARTER.

16 Jan. 12, 2016 By [Signature]
17 City Manager
18 Assistant City Manager

"City"

This Contract is approved as to form on 1/5, 2016.

CHARLES PARKIN, City Attorney

21 By [Signature]
22 Deputy
23
24
25
26
27
28

EXHIBIT A

Awarded: Base bid + Additive A + Additive B + Additive D (minus line 67)

BIDDER'S NAME: Ford E.C., INC.

**BID TO THE CITY OF LONG BEACH
DEFOREST WETLANDS RESTORATION**

In accordance with the Notice Inviting Bids for this Work in the City of Long Beach, California, to be opened on July 1, 2015 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-7021 at the following prices. Bidding on all items, including Additive Bid Items, is mandatory. Specialty items per Standard Specifications for Public Works Construction (The "Greenbook"), Section 2-3.2 are indicated with an "S". The basis for determination of the low responsive bid is the sum of Base Bid + Additive A + Additive B + Additive D + Additive E + Additive I + Additive J.

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE (IN FIGURES)	ITEM TOTAL (IN FIGURES)
1.	STORM WATER POLLUTION PREVENTION PLAN AND IMPLEMENTATION	1	LS	130,000 -	130,000 -
2.	OFFICE FACILITIES	1	LS	97,500 -	97,500 -
3.	SURVEY	1	LS	97,500 -	97,500 -
4.	NON-NATIVE TREE REMOVAL	1	LS	30,000	30,000
5.	PROTECT NATIVE TREES	1	LS	13,000 -	13,000 -
6.	CLEARING AND GRUBBING	1	LS	150,000	150,000
7.	DEMOLITION AND REMOVAL	1	LS	125,000	125,000
8.	LITTER AND DEBRIS REMOVAL	1	LS	55,000	55,000
9.	SOIL EXPORT AND DISPOSAL	6,642	CY	25. -	166,050 -
10.	TOPSOIL BANKING AND REPLACEMENT	4,306	CY	18.50	79,661 -
11.	UNCLASSIFIED EXCAVATION	11,197	CY	11. -	123,167 -
12.	UNCLASSIFIED FILL	4,555	CY	6.00	27,330 -
13.	EMBEDDED CONCRETE WEIR	1	EA	32,000 -	32,000 -
14.	STEP POOL GRADE CONTROL STRUCTURE	2	EA	20,000 -	40,000 -
15.	DRAINAGE BASIN	2	EA	3,000 -	6,000 -

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE (IN FIGURES)	ITEM TOTAL (IN FIGURES)
16.	DECOMPOSED GRANITE PATHS	44,692	SF	5.00	223,460
17.	AGGREGATE BASE PATHS	37,228	SF	1.65	61,426.20
18.	(S) RAILED BOARDWALK, SHEET 11 OF DESIGN PLANS	1	LS	560,000	560,000
19.	POROUS BITUMINOUS ASPHALT	26,867	SF	6.20	166,575.40
20.	12' CHAIN LINK VEHICLE GATE	1	EA	2,400	2,400
21.	4' CHAIN LINK PEDESTRIAN GATE	1	EA	1,200	1,200
22.	CHAIN LINK FENCE	1,539	LF	21.-	32,319
23.	15-FOOT TUBULAR STEEL DRIVE GATE	1	EA	8,000	8,000
24.	4- FOOT STEEL PEDESTRIAN GATE	1	EA	5,200	5,200
25.	REPAIR EXISTING TUBULAR STEEL GATES AND FENCES	1	LS	5,000-	5,000-
26.	REPAIR EXISTING CHAIN LINK GATES AND FENCES	1	LS	5,000-	5,000-
27.	(S) 12' VEHICLE GATE - ARTISTIC (1 gate)	1	LS	\$17,500.00 allowance	\$17,500.00
28.	(S) 4' PEDESTRIAN GATE - ARTISTIC (2 gates)	1	LS	\$12,000.00 allowance	\$12,000.00
29.	TUBULAR STEEL FENCE (484 ft.)	1	LS	\$133,100.00 allowance	\$133,100.00
30.	TYPE 1 INTERPRETIVE PANEL	6	EA	1860-	11,160.00
31.	TYPE 2 INTERPRETIVE PANEL	2	EA	2620-	5,240.00
32.	MONUMENT PANEL	1	EA	455-	455.00
33.	SINGLE POST FLAG SIGNS	3	EA	650-	1,950-
34.	SINGLE POST PARK RULE SIGNS	5	EA	780-	3,900-
35.	ADA SIGNS	24	EA	280-	6,720-
36.	CAUTION SIGNS	1	EA	280-	280-
37.	ORAR SIGNS	4	EA	780-	3,120-
38.	WELDED STEEL BENCHES, 8-FT BACKLESS	5	EA	2600-	13,000-
39.	WELDED STEEL BENCHES, 6-FT BACKLESS	1	EA	2200-	2,200-
40.	WELDED STEEL BENCHES, 8-FT WITH BACK	2	EA	2850-	5,700-

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE (IN FIGURES)	ITEM TOTAL (IN FIGURES)
41.	TRASH RECEPTACLES	4	EA	650-	2600-
42.	BICYCLE RACK	3	EA	500-	1500-
43.	SEAT WALL AND MONUMENT SIGN PEDESTAL	1	LS	13,000-	13,000-
44.	LANDSCAPE IRRIGATION SYSTEM	546,041	SF	1.00	546,041
45.	DECOMPACTION AND DISCING	2.67	AC	13,700	36,579
46.	WEED GERMINATION/ERADICATION	12.48	AC	3,600	44,928
47.	(S) SOIL TESTING	1.00	LS	2,700	2,700
48.	(S) LOW RIPARIAN PLANTING	1.60	AC	38,000	60,800
49.	(S) HIGH RIPARIAN PLANTING	2.68	AC	36,000	96,480
50.	(S) VALLEY GRASSLAND/OAK SAVANNAH PLANTING	0.72	AC	57,000	41,040
51.	(S) NATIVE SCRUB PLANTING	4.69	AC	51,500 51,000	239,190
52.	(S) SYCAMORE - OAK WOODLAND PLANTING	2.66	AC	28,300	75,278
53.	(S) FRESHWATER MARSH PLANTING	0.13	AC	148,500	19,305
54.	(S) WESTERN SYCAMORE, SPECIMEN (15-GAL)	17	EA	416.00	7,072
55.	(S) FREMONT COTTONWOOD, SPECIMEN (10-GAL)	38	EA	358.-	13,604
56.	(S) ENTRYWAY PLANTING - COMPLETE	1	LS	2600	2600
57.	PLAN DEVELOPMENT AND PERMIT ACQUISITION	1	LS	6500-	6500-
58.	PLAN IMPLEMENTATION AND OTHER BMPS	1	LS	13,000- 6,500	13,000- 6,500
59.	(S) NO PLANT ZONE MAINTENANCE	1	LS	13,000	13,000

SUBTOTAL Item 1-59:

3,845,330.⁶⁰

60.	MOBILIZATION AND DEMOBILIZATION (Not to exceed 5% of sum of Items 1-59)	1	LS	150,000-	150,000-
-----	---	---	----	----------	----------

TOTAL BASE BID (Subtotal Items 1-59 + Item 60)

3,995,330.⁶⁰

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE (IN FIGURES)	ITEM TOTAL (IN FIGURES)
----------	------------------	--------------------	------	-------------------------	-------------------------

ADDITIVE BID A - VERNAL POOLS

61.	VERNAL POOLS	1	LS	165,000	165,000
-----	--------------	---	----	---------	---------

TOTAL AMOUNT ADDITIVE BID A

165,000

ADDITIVE BID B - RAILLESS BOARDWALKS

62.	(S) RAILLESS BOARDWALK, SHEET 7 OF DESIGN PLANS	1	LS	78,000	78,000
63.	(S) RAILLESS BOARDWALK, SHEET 6 OF DESIGN PLANS	1	LS	105,000	105,000

TOTAL AMOUNT ADDITIVE BID B

183,000

ADDITIVE BID C - 52ND ST PARKING LOT

64.	52ND ST PARKING LOT	1	LS	22,000	22,000
-----	---------------------	---	----	--------	--------

TOTAL AMOUNT ADDITIVE BID C

22,000

ADDITIVE BID D - SOUTH BASIN PLANTING

65.	LANDSCAPE IRRIGATION	495,401	SF	.80 -	396,320. ⁸⁰
66.	WEED GERMINATION/ERADICATION	11.37	AC	2,500	28,425
67.	(S) VALLEY GRASSLAND/OAK SAVANNAH PLANTING	4.60	AC	42,000	193,200
68.	(S) NATIVE SCRUB PLANTING	5.63	AC	39,000	219,570
69.	(S) VERNAL POOL PLANTING	1.14	AC	6,500	7,410
70.	(S) WESTERN SYCAMORE, SPECIMEN (15-GAL)	19	EA	350	6,650
71.	(S) VALLEY OAK, SPECIMEN (15-GAL)	12	EA	330	3,960
72.	(S) FREMONT COTTONWOOD, SPECIMEN (10-GAL)	8	EA	300	2,400

TOTAL AMOUNT ADDITIVE BID D

857,935.⁸⁰

ADDITIVE BID E - NATIVE ENHANCEMENT PLANTING

73.	LANDSCAPE IRRIGATION	189,922	SF	.25	47,480. ⁵²
74.	(S) EXISTING NATIVE ENHANCEMENT PLANTING	1.07	AC	50,000	53,500
75.	(S) WETLAND RIPARIAN / NATIVE ENAHNCMENT PLANTING	3.29	AC	17,850	58,726. ⁵²
76.	(S) WESTERN SYCAMORE, SPECIMEN (15-GAL)	4	EA	400 -	1600 -
77.	(S) FREMONT COTTONWOOD, SPECIMEN (10-GAL)	1	EA	400 -	400 -

TOTAL AMOUNT ADDITIVE BID E

ONE HUNDRED AND SIXTY ONE THOUSAND SEVEN HUNDRED

161,707

C-4 AND SEVEN DOLLARS
ADDENDUM NO. 2

R-7021
Division C - Bid Documents

Department of Public Works
City of Long Beach

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE (IN FIGURES)	ITEM TOTAL (IN FIGURES)
----------	------------------	--------------------	------	-------------------------	-------------------------

ADDITIVE BID F - LEVEE NATIVE PERENNIAL GRASS PLANTING

78.	LANDSCAPE IRRIGATION	303,613	SF	.40	121,445. ²⁰
79.	WEED GERMINATION/ERADICATION	6.97	AC	2500	17,425 -
80.	(S) LEVEE NATIVE PERENNIAL GRASS	6.97	AC	14,000	97,580 -

TOTAL AMOUNT ADDITIVE BID F Two Hundred and Thirty Six Thousand, Four Hundred and Fifty Dollars and Twenty Cents 236,450.²⁰

ADDITIVE BID G - COIR NETTING

81.	COIR NETTING (SLOPES >=2:1)	1	LS	45,000	45,000
-----	-----------------------------	---	----	--------	--------

TOTAL AMOUNT ADDITIVE BID G 45,000 - Forty Five Thousand Dollars

ADDITIVE BID H - HERBIVORY PROTECTION 23,000 ~~45,000~~ ^{23,000} ~~45,000~~ ^{23,000}

82.	(S) HERBIVORY PROTECTION	1	LS	45,000	45,000
-----	--------------------------	---	----	--------	--------

TOTAL AMOUNT ADDITIVE BID H 23,000 - Twenty Three Thousand Dollars

ADDITIVE BID I - ADDITIONAL YEAR LANDSCAPE IRRIGATION

83.	LANDSCAPE IRRIGATION, ADDITIONAL YEAR	1	LS	25,000	25,000
-----	---------------------------------------	---	----	--------	--------

TOTAL AMOUNT ADDITIVE BID I Twenty Five Thousand Dollars - \$25,000

ADDITIVE BID J - YEAR 4 AND 5 PLANT PERFORMANCE PERIOD

84.	YEAR 4 AND 5 PLANT PERFORMANCE PERIOD	1	LS	250,000	250,000
-----	---------------------------------------	---	----	---------	---------

TOTAL AMOUNT ADDITIVE BID J \$250,000 Two Hundred and Fifty Thousand Dollars

Total of Base Bid + Additive A + Additive B + Additive D + Additive E + Additive I + Additive J:

5,637,973.40

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:

Ford E.C., Inc.

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



Title: President

Date: 7/1/15

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: 9083772 - 15
- B. Name of Insurer (NOT Broker): State Compensation Insurance fund
- C. Address of Insurer: P.O. Box 7441, San Francisco, CA 94120-7441
- D. Telephone Number of Insurer: 877-405-4545

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

- A. VIN (Vehicle Identification Number): 5TFX4CN4FX049905
- B. Automobile Liability Insurance Policy Number: BA 8928119
- C. Name of Insurer (NOT Broker): Travelers Casualty Inc.
- D. Address of Insurer: 21720 Burbank Blvd # 330 Woodland Hills, 91367
- E. Telephone Number of Insurer: 818-914-3961

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: 4

5) Estimated total wages to be paid those workers: = \$40,000 + PLA requirements ^{Prevailing wage}

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

Every Tuesday of the week after
(Describe schedule: For example, weekly or every other week or monthly)

7) Estimated total number of independent contractors to be used on this Contract: 4

8) Taxpayer's Identification Number: [REDACTED]

EXHIBIT D

List of Subcontractors

LIST OF SUBCONTRACTORS

In accordance with the requirements provided in the "Subletting and Subcontracting Fair Practices Act" Division 2 Part 1, Chapter 4 of the California Public Contract Code, the Bidder shall set forth hereon the name, the location of the place of business, 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 O.U.R. Trucking & Tractor Service Type of Work Unclassified excavation & Fill,
 Address 5375 Walnut Ave. Unit 109 EXPORT and top soil banking & Placement
 City Chico, CA 91708 Dollar Value of Subcontract \$ 258,411.50
 Phone No. 626-967-8666
 License No. 724707

Name Sign Group / Karmen Type of Work All Signs, Interpretive, ADA,
 Address 9512 Independence Ave. Gresham, OR monument Sign
 City Chico, CA 91311 Dollar Value of Subcontract \$ 23,728.00
 Phone No. 818-998-3636
 License No. 674001

Name MARINA LANDSCAPE INC. Type of Work LANDSCAPE, IRRIGATION TOPSOIL
 Address 1900 S. LEWIS ST. WEED GERMINATION, RIPARIAN PLANT, ALL PLANTING
 City ANAHEIM CA, 92805 Dollar Value of Subcontract \$ 894,705.80
 Phone No. 714-267-6475 AD
 License No. 492862 867,403.75

Name E.C. APPLICATIONS Type of Work VEGETAL POOL GEO-TEXTIL
 Address 650 NORTH BATIVA ST. CLAY LINER
 City ORANGE, CA 92868 Dollar Value of Subcontract \$ 94,018.86
 Phone No. 714-921-9848
 License No. 894068 (SBE)

Name ASSOCIATED PACIFIC CONST. Type of Work TIMBER PILES, CARPENTRY, RAILING
 Address 495 E. EMBARCADERO BEAMS, DECKING
 City MORRO BAY, CA 93442 Dollar Value of Subcontract \$ 440,000
 Phone No. 805 772-7472
 License No. 394886 (SBE)

EXHIBIT "E"

Ford E. C., Inc.

10850 Wilshire Blvd., #380
Los Angeles, CA 90024
Tel: (310) 264-2145
Fax: (310) 264-2146
General Contractors
License #396212

LETTER OF ASSENT

December 18, 2015

PLA Administrator
City of Long Beach
333 W. Ocean Blvd, 9th Floor
Long Beach, CA 90802
Attn: Ms. Teri Luce
Tel: 562-570-6524
Email: teri.luce@longbeach.gov

Re: Deforest Wetlands Restoration (R-7021) Project
Subject: Project Labor Agreement – Letter of Assent

Dear Sir/Madam:

This is to confirm that **Ford E.C., Inc.** agrees to be party to and bound by the City of Long Beach Project Labor Agreement effective TBD, 2015, 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,
Ford E.C., Inc.



By: **Sia Daghighian, President**

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 <i>Ford E.C., Inc.</i>	SALES/USE TAX PERMIT NUMBER <i>NA</i>
BUSINESS ADDRESS (street) <i>10850 Wilshire Blvd. #380</i>	CONSUMER USE TAX ACCOUNT NUMBER <i>NA</i>
CITY, STATE, & ZIP CODE <i>Los Angeles CA 90024</i>	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) <i>Same as above</i>	
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 <i>NA</i>	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.

General Contractor

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 <i>V.P.</i>
NAME (typed or printed) <i>Farimah Boradeh</i>	DATE <i>12-18-15</i>

(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.

BOND NUMBER 9180332
PREMIUM: \$38,592.00
EXECUTED IN DUPLICATE

BOND FOR FAITHFUL PERFORMANCE

KNOW ALL MEN BY THESE PRESENTS: That we, FORD E.C., INC., a California corporation, as PRINCIPAL, and FIDELITY AND DEPOSIT, located at 777 S. FIGUEROA ST STE 3900, LOS ANGELES, CA.** a corporation, incorporated under the laws of the State of MARYLAND, 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 FOUR MILLION EIGHT HUNDRED SEVENTY-TWO THOUSAND FIVE HUNDRED SIXTY-SEVEN DOLLARS (\$4,872,567), 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.

*COMPANY OF MARYLAND ** 90017

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 Deforest Wetlands Restoration 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 9th day of DECEMBER, 2015.

FORD E.C., INC.
Contractor

By: [Signature]
Name: Siavash Daighighian
Title: President

By: [Signature]
Name: Sam Daighighian
Title: Secretary

Approved as to form this 5th day
of January, 2015-2016
CHARLES PARKIN, City Attorney

By: [Signature]
Deputy City Attorney

FIDELITY AND DEPOSIT COMPANY OF MARYLAND
SURETY, admitted in California

By: [Signature]
Name: MICHAEL D. STONG
Title: ATTORNEY-IN-FACT

Telephone: (213) 270-0600

Approved as to sufficiency this 5th day
of January, 2015-2016

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 December 14, 2015 before me, Maria R. Salud, a Notary Public,
Date Here Insert Name and Title of the Officer

personally appeared Piawash Darghigian & Sam Darghigian
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 [Handwritten Signature]
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: Performance Bond Document Date: Dec 9, 2015
Number of Pages: 1 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 Riverside)

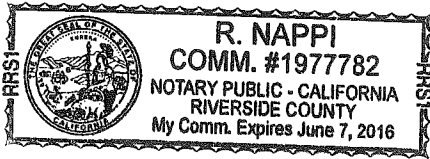
On 12/9/15 before me, R NAPPI "Notary Public"
Date Here Insert Name and Title of the Officer

personally appeared MICHAEL D. STONG
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 R. Nappi
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: _____

Econo Fence, Inc.

Signer's Name: _____

Corporate Officer — Title(s): _____

Partner — Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer Is Representing: _____

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Maryland, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Maryland (herein collectively called the "Companies"), by **THOMAS O. MCCLELLAN, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **Michael D. STONG, of Riverside, California**, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 9th day of September, A.D. 2015.

ATTEST:

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**



Eric D. Barnes

By: _____

*Secretary
Eric D. Barnes*

Thomas O. McClellan

*Vice President
Thomas O. McClellan*

State of Maryland
County of Baltimore

On this 9th day of September, A.D. 2015, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **THOMAS O. MCCLELLAN, Vice President, and ERIC D. BARNES, Secretary**, of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

Maria D. Adamski

Maria D. Adamski, Notary Public
My Commission Expires: July 8, 2019



EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 9th day of December, 2015.



Michael Bond, Vice President

BOND NUMBER 9180332
PREMIUM INCLUDED IN PERFORMANCE BOND
EXECUTED IN DUPLICATE

LABOR AND MATERIAL BOND

KNOW ALL MEN BY THESE PRESENTS: That we, FORD E.C., INC., a California corporation, as PRINCIPAL, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, located at 777 S. FIGUEROA ST STE 3900, LOS ANGELES, CA, a corporation, incorporated under the laws of the State of MARYLAND, 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 FOUR MILLION EIGHT HUNDRED SEVENTY-TWO THOUSAND FIVE HUNDRED SIXTY-SEVEN DOLLARS (\$4,872,567), 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.

*COMPANY OF MARYLAND

**LOS ANGELES, CA 90017

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 Deforest Wetlands Restoration 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 9th day of DECEMBER, 2015.

FORD E.C., INC.
Contractor

FIDELITY AND DEPOSIT COMPANY OF MARYLAND
SURETY, admitted in California

By: [Signature]
Name: Siavash Daghighian
Title: President

By: [Signature]
Name: MICHAEL D. STONG
Title: ATTORNEY-IN-FACT

By: [Signature]
Name: Sam Daghighian
Title: Secretary

Telephone: _____

Approved as to form this 5th day of January, 2016

Approved as to sufficiency this 5th day of January, ~~2015~~ 2016

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

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 December 14, 2015 before me, Maria R. Salud, a Notary Public,
Date Here Insert Name and Title of the Officer
personally appeared Siavash Daghighian & Sam Daghighian
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 [Handwritten Signature]
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: Labor & Maternal Bond Document Date: Dec 9, 2015
Number of Pages: 1 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 Riverside)

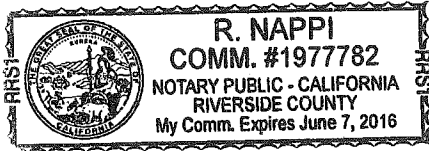
On 12/9/15 before me, R NAPPI "Notary Public",
Date Here Insert Name and Title of the Officer

personally appeared MICHAEL D. STONG
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 R. Nappi
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: _____
Econo Fence, Inc.

Signer's Name: _____

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

Signer Is Representing: _____

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Maryland, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Maryland (herein collectively called the "Companies"), by **THOMAS O. MCCLELLAN, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **Michael D. STONG, of Riverside, California**, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 9th day of September, A.D. 2015.

ATTEST:

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**



By: *Eric D. Barnes*
Secretary
Eric D. Barnes

Thomas O. McClellan
Vice President
Thomas O. McClellan

State of Maryland
County of Baltimore

On this 9th day of September, A.D. 2015, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **THOMAS O. MCCLELLAN, Vice President, and ERIC D. BARNES, Secretary**, of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

Maria D. Adamski



Maria D. Adamski, Notary Public
My Commission Expires: July 8, 2019

EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 9th day of December, 20 15.



A handwritten signature in black ink, appearing to read "Michael Bond".

Michael Bond, Vice President