

OFFICE OF THE CITY ATTORNEY
ROBERT E. SHANNON, City Attorney
333 West Ocean Boulevard, 11th Floor
Long Beach, CA 90802-4664

CONTRACT

32168

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3 THIS CONTRACT is made and entered, in duplicate, as of April 20, 2011
4 for reference purposes only, pursuant to a minute order adopted by the City Council of
5 the City of Long Beach at its meeting held on April 19, 2011, by and between BITECH
6 CONSTRUCTION COMPANY INC., a California corporation ("Contractor"), whose
7 address is 5241 Lincoln Avenue, Suite A-6, Cypress, California 90630, and the CITY OF
8 LONG BEACH, a municipal corporation ("City").

9 WHEREAS, pursuant to a "Notice Inviting Bids for the Annual Contract for
10 Concrete Repairs and Related Improvements in the City of Long Beach, California,"
11 dated December 1, 2010, and published by City, bids were received, publicly opened and
12 declared on the date specified in said Notice; and

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

14 WHEREAS, the City Council authorized the City Manager to enter a
15 contract with Contractor for the work described in Project Plans and Project
16 Specifications No. R-6866;

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

19 1. SCOPE OF WORK. Contractor shall furnish all necessary labor,
20 supervision, tools, materials, supplies, appliances, equipment and transportation for the
21 work described in "Project Plans and Project Specifications No. R-6866 for the Annual
22 Contract for Concrete Repairs and Related Improvements in the City of Long Beach,
23 California," said work to be performed according to the Contract Documents identified
24 below. However, this Contract is intended to provide to City complete and finished work
25 and, to that end, Contractor shall do everything necessary to complete the work, whether
26 or not specifically described in the Contract Documents.

27 2. PRICE AND PAYMENT.

28 A. City shall pay to Contractor the amount(s) for materials and

1 work identified in Contractor's "Bid for the Annual Contract for Concrete Repairs
2 and Related Improvements in the City of Long Beach, California," attached hereto
3 as Exhibit "A".

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

7 3. CONTRACT DOCUMENTS.

8 A. The Contract Documents include: The Notice Inviting Bids,
9 Project Specifications No. R-6866 (which may include by reference the Standard
10 Specifications for Public Works Construction, latest edition, and any supplements
11 thereto, collectively the "Standard Specifications"); the City of Long Beach
12 Standard Plans; the California Code of Regulations; the various Uniform Codes
13 applicable to trades; the prevailing wage rates; Instructions to Bidders; the Bid; the
14 bid security; the City of Long Beach Disadvantaged, Minority and Women-Owned
15 Business Enterprise Program; this Contract and all documents attached hereto or
16 referenced herein including but not limited to insurance; Bond for Faithful
17 Performance; Payment Bond; Notice to Proceed; Notice of Completion; any
18 addenda or change orders issued in accordance with the Standard Specifications;
19 any permits required and issued for the work; approved final design drawings and
20 documents; and the Information Sheet. These Contract Documents are
21 incorporated herein by the above reference and form a part of this Contract.

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

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1 City of Long Beach Standard Plans; 8) Standard Specifications (as identified in
2 Section 3.A. hereof, the "Greenbook"); 9) other reference specifications; 10)
3 other reference plans; 11) the bid; and 12) the Notice Inviting Bids.

4 4. TIME FOR CONTRACT. The term of this Agreement shall
5 commence at midnight on April 20, 2011, and shall terminate at 11:59 p.m. on April 19,
6 2012, unless sooner terminated as provided in this Contract, or unless the services or the
7 Project is completed sooner

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

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

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

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

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

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

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

13 11. PREVAILING WAGE RATES. Contractor is directed to the
14 prevailing wage rates. Contractor shall forfeit, as a penalty to the City, Fifty Dollars (\$50)
15 for each laborer, worker or mechanic employed for each calendar day, or portion thereof,
16 that such laborer, worker or mechanic is paid less than the prevailing wage rates for any
17 work done by Contractor, or any subcontractor, under this Contract.

18 12. COORDINATION WITH GOVERNMENTAL REGULATIONS.

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

27 B. If Contractor is prevented, in any manner, from strict
28 compliance with the Plans and Specifications due to any Federal or State law, rule

1 or regulation, in addition to all other rights and remedies reserved to the parties
2 City may by resolution of the City Council suspend performance hereunder until
3 the cause of disability is removed, extend the time for performance, make changes
4 in the character of the work or materials, or terminate this Contract without liability
5 to either party.

6 13. NOTICES.

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

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

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

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

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1 16. CERTIFIED PAYROLL RECORDS.

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

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

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

24 17. RESPONSIBILITY OF CONTRACTOR. Notwithstanding anything to
25 the contrary in the Standard Specifications, Contractor shall have the responsibility, care
26 and custody of the work. If any loss or damage occurs to the work that is not covered by
27 collectible commercial insurance, excluding loss or damage caused by earthquake or
28 flood or the negligence or willful misconduct of City, then Contractor shall immediately

1 make the City whole for any such loss or pay for any damage. If Contractor fails or
2 refuses to make the City whole or pay, then City may do so and the cost and expense of
3 doing so shall be deducted from the amount due Contractor from City hereunder.

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

7 19. TAXES AND TAX REPORTING.

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

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

28 C. Contractor shall create and operate a buying company, as

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

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

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

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

26 21. AUDIT. If payment of any part of the consideration for this Contract
27 is made with federal, state or county funds and a condition to the use of those funds by
28 City is a requirement that City render an accounting or otherwise account for said funds,

1 then City shall have the right at all reasonable times to examine, audit, inspect, review,
2 extract information from, and copy all books, records, accounts and other information
3 relating to this 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
6 that 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
9 entered for the purpose of creating any benefit or right of any kind for any person or entity
10 that is 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 27. INTEGRATION. This Contract, including the Contract Documents

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

4 28. COSTS. If there is any legal proceeding between the parties to
5 enforce or interpret this Contract or to protect or establish any rights or remedies
6 hereunder, the prevailing party shall be entitled to its costs, including reasonable
7 attorney's fees.

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

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

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

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

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

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

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

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

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

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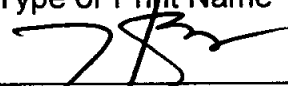
IN WITNESS WHEREOF, the parties have caused this document to be duly executed with all formalities required by law as of the date first stated above.

BITECH CONSTRUCTION COMPANY INC., a California corporation

4/28 / _____, 2011

By  _____
President
BENJAMIN KIM
Type or Print Name

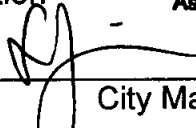
4/28 / _____, 2011

By  _____
Secretary
BENJAMIN KIM
Type or Print Name

"Contractor"

CITY OF LONG BEACH, a municipal corporation

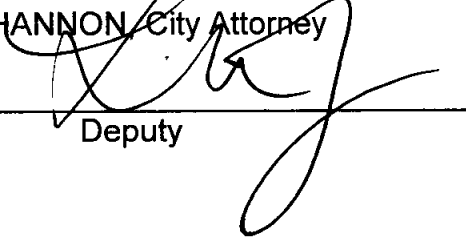
5.27 _____, 2011

By  _____
Assistant City Manager
City Manager
EXECUTED PURSUANT TO SECTION 901 OF THE CITY CHARTER.

"City"

This Contract is approved as to form on 5/5 _____,

2011.

ROBERT E. SHANNON, City Attorney
By  _____
Deputy

OFFICE OF THE CITY ATTORNEY
ROBERT E. SHANNON, City Attorney
333 West Ocean Boulevard, 11th Floor
Long Beach, CA 90802-4664

BIDDER'S NAME: Bitech Construction Co., Inc.

**BID TO THE CITY OF LONG BEACH
ANNUAL CONTRACT FOR CONCRETE REPAIRS AND RELATED
IMPROVEMENTS**

In accordance with the Notice Inviting Bids for this Work in the City of Long Beach, California, to be opened on December 1, 2010, 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-6866 at the prices listed below.

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

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE (IN FIGURES)	ITEM TOTAL (IN FIGURES)
1.	Remove Concrete Improvements and Backfill with Topsoil	2,000	SF	\$ 10 ⁰⁰	\$ 20,000 ⁰⁰
2.	Remove and Replace Asphalt Concrete Pavement	200	SF	\$ 20 ⁰⁰	\$ 4,000 ⁰⁰
3.	Stump Removal up to 24" Diameter Trunk	10	Ea	\$ 220 ⁰⁰	\$ 2,200 ⁰⁰
4.	Stump Removal 25" to 36" Diameter Trunk	10	Ea	\$ 330 ⁰⁰	\$ 3,300 ⁰⁰
5.	Tree Removal up to 24" Diameter Trunk	20	Ea	\$ 810 ⁰⁰	\$ 16,200 ⁰⁰
6.	Tree Removal up to 25" to 36" Diameter Trunk	20	Ea	\$ 1,500 ⁰⁰	\$ 30,000 ⁰⁰
7.	Shave Roots at Curb	5,000	LF	\$ 9 ⁰⁰	\$ 45,000 ⁰⁰
8.	Shave Roots at Sidewalk	10,000	LF	\$ 7 ⁰⁰	\$ 70,000 ⁰⁰
9.	Tree Pruning	1,500	Ea	\$ 220 ⁰⁰	\$ 330,000 ⁰⁰
10.	Unclassified Excavation	100	CY	\$ 45 ⁰⁰	\$ 4,500 ⁰⁰
11.	Adjust City Manhole Frame & Cover	10	Ea	\$ 350 ⁰⁰	\$ 3,500 ⁰⁰
12.	Adjust L.A.C.S.D. Manhole Frame & Cover	10	Ea	\$ 400 ⁰⁰	\$ 4,000 ⁰⁰
13.	Manhole Step	5	Ea	\$ 150 ⁰⁰	\$ 750 ⁰⁰

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE (IN FIGURES)	ITEM TOTAL (IN FIGURES)
14.	Adjust Water Gate Box & Cover	25	Ea	\$ 150 ⁰⁰	\$ 3,750 ⁰⁰
15.	Reconstruct Water Gate Box & Cover	25	Ea	\$ 330 ⁰⁰	\$ 8,250 ⁰⁰
16.	Adjust Gas Valve Box & Cover	25	Ea	\$ 210 ⁰⁰	\$ 5,250 ⁰⁰
17.	Replace Street Light Pull Box	30	Ea	\$ 400 ⁰⁰	\$ 12,000 ⁰⁰
18.	Replace Traffic Signal Pull Box	20	Ea	\$ 230 ⁰⁰	\$ 4,600 ⁰⁰
19.	Survey Monument Type C with Casting & Cover	5	Ea	\$ 450 ⁰⁰	\$ 2,250 ⁰⁰
20.	Install Survey Monument Casting & Cover	5	Ea	\$ 550 ⁰⁰	\$ 2,750 ⁰⁰
21.	Adjust Survey Monument Casting & Cover	5	Ea	\$ 450 ⁰⁰	\$ 2,250 ⁰⁰
22.	Survey Bench Mark, Type 1	25	Ea	\$ 450 ⁰⁰	\$ 11,250 ⁰⁰
23.	Install Spike & Washer and/or ties	20	Ea	\$ 250 ⁰⁰	\$ 5,000 ⁰⁰
24.	Curb Drain	30	Ea	\$ 350 ⁰⁰	\$ 10,500 ⁰⁰
25.	PCC Curb, GB Type A1	5,000	LF	\$ 25 ⁰⁰	\$ 125,000 ⁰⁰
26.	PCC Curb, GB Type A1, Integral	1,000	LF	\$ 22 ⁰⁰	\$ 22,000 ⁰⁰
27.	PCC Curb & Gutter, GB Type A2, W=1.5'	10,000	LF	\$ 30 ⁰⁰	\$ 300,000 ⁰⁰
28.	PCC Curb & Gutter, GB Type A2, W=2.0'	500	LF	\$ 36 ⁰⁰	\$ 18,000 ⁰⁰
29.	PCC Curb & Gutter, GB Type A2, W=7'	500	LF	\$ 60 ⁰⁰	\$ 30,000 ⁰⁰
30.	PCC Sidewalk, 3" Thick	300,000	SF	\$ 4 ⁵⁰	\$ 1,350,000 ⁰⁰
31.	Flexible Sidewalk Joint	500	LF	\$ 7 ⁰⁰	\$ 3,500 ⁰⁰
32.	Concrete Joints	500	LF	\$ 3 ⁵⁰	\$ 1,750 ⁰⁰
33.	Curb Ramp Detectable Warning Surface	1,200	SF	\$ 25 ⁰⁰	\$ 30,000 ⁰⁰
34.	PCC Driveway Apron, 4" Thick	100,000	SF	\$ 5 ⁵⁰	\$ 550,000 ⁰⁰
35.	PCC Driveway Apron, 6" Thick	5,000	SF	\$ 7 ⁰⁰	\$ 35,000 ⁰⁰
36.	PCC Pavement, 6" Thick	25,000	SF	\$ 7 ⁰⁰	\$ 175,000 ⁰⁰

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE (IN FIGURES)	ITEM TOTAL (IN FIGURES)
37.	PCC Bus Stop Street Pad, 10" Thick	8,000	SF	\$ 9 ⁰⁰	\$ 12,000 ⁰⁰
38.	PCC Cross Gutter, 8" Thick	5,000	SF	\$ 9 ⁰⁰	\$ 45,000 ⁰⁰
39.	(S) Stamped Concrete, 4" Thick	5,000	SF	\$ 10 ⁰⁰	\$ 50,000 ⁰⁰
40.	Crushed Miscellaneous Base, 6" Thick Under PCC Improvements	20,000	SF	\$ 1 ⁰⁰	\$ 20,000 ⁰⁰
41.	Asphalt Concrete Pavement	200	SF	\$ 20 ⁰⁰	\$ 4,000 ⁰⁰
42.	Curb Painting	2,000	LF	\$ 1 ⁵⁰	\$ 3,000 ⁰⁰
43.	(S) Loop Detectors	20	Ea	\$ 260 ⁰⁰	\$ 5,200 ⁰⁰

TOTAL AMOUNT BID \$ 3,440,750.⁰⁰

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.

The following information will be used for statistical analysis only.

Is the Bidder a Minority-Owned Business? ✓ Which racial minority? Asian
 Is the Bidder a Women-Owned Business? _____

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

City's website

(Continued on Next Page)


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:

BITECH CONSTRUCTION CO., INC.

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



Title: PRESIDENT

Date: 12/1/10

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: 497/444-09
 - B. Name of Insurer (NOT Broker): STATE COMPENSATION INSURANCE FUND
 - C. Address of Insurer: P.O. BOX 9102 PLEASANTON, CA 94566-9102
 - 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): 1FDXF46P06EC54193
 - B. Automobile Liability Insurance Policy Number: BA-2535P282-10-SEL
 - C. Name of Insurer (NOT Broker): TRAVELERS PROPERTY CASUALTY COMPANY
 - D. Address of Insurer: ONE TOWER SQUARE, HARTFORD, CT 06183
 - E. Telephone Number of Insurer: 800-238-6225

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

- 4) Estimated total number of workers to be employed on this Contract: 15
- 5) Estimated total wages to be paid those workers: \$ 1,500,000⁰⁰
- 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: 1

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

LIST OF SUBCONTRACTORS

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

Name OK CONCRETE CUTTING Type of Work SAW CUTTING ,
Address REMOVE CONCRETE
City LOS ANGELES, CA Dollar Value of Subcontract \$ 400,000⁰⁰
Phone No. _____
License No. 693389

Name PRECISION ENG. SURVEYORS Type of Work SURVEY
Address _____
City HIGHLAND, CA Dollar Value of Subcontract \$ 22,000⁰⁰
Phone No. _____
License No. LS 3983

Name Tree smith Type of Work Tree Pruning
Address _____
City Anaheim, CA Dollar Value of Subcontract \$ ~~450,000⁰⁰~~ 350,000⁰⁰ 107
Phone No. _____
License No. 802705

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

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

APPENDIX A

**APPLICATION FOR
USE TAX DIRECT PAYMENT PERMIT**

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

SECTION I – BUSINESS INFORMATION

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

SECTION II – MULTIPLE BUSINESS LOCATIONS

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

1. BUSINESS ADDRESS N/A	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.

N/A

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 PRESIDENT
NAME (typed or printed) BENJAMIN KIM	DATE 4/28/2011

(See reverse side for general information and filing instructions)

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

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

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

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

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

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

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

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

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

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

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

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

EXECUTED IN DUPLICATE
BOND NO. 58683997
PREMIUM: \$31,091.00
Premium is for contract term and subject to
adjustment based on final contract amount.

BOND FOR FAITHFUL PERFORMANCE

KNOW ALL MEN BY THESE PRESENTS: That we, BITECH CONSTRUCTION COMPANY INC., a California corporation, as PRINCIPAL, and Western Surety Company, located at 1455 Frazee Road, Suite 801, San Diego, CA 92108, a corporation, incorporated under the laws of the State of South Dakota, 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 FIVE HUNDRED THOUSAND DOLLARS (\$500,000), lawful money of the United States of America, for the payment of which sum, well and truly to be made, we bind ourselves, our respective heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT:

WHEREAS, said Principal has been awarded and is about to enter the annexed contract (incorporated herein by this reference) with said City of Long Beach for the Annual Contract for Concrete Repairs and Related Improvements 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 26th day of April, 2011.

Bitech Construction Company, Inc.

Contractor

By: [Signature]

Name: BENJAMIN KIM

Title: PRESIDENT

By: [Signature]

Name: BENJAMIN KIM

Title: SECRETARY

Approved as to form this 5th day of May, 2011.

ROBERT E. SHANNON, City Attorney

By: [Signature]
Deputy City Attorney

Western Surety Company

SURETY, admitted in California

By: [Signature]

Name: Edward N. Hackett

Title: Attorney-in-Fact

Telephone: 619-682-3507

Approved as to sufficiency this 2 day of May, 2011.

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

State of California

County of ORANGE

On 4/28/2011
Date

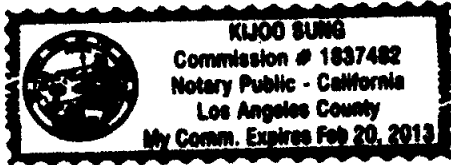
before me,

KIJOO SUNG, NOTARY PUBLIC
Here Insert Name and Title of the Officer

personally appeared

BENJAMIN BYONG KIM
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 _____

Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

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

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

Signer Is Representing: _____

Signer's Name: _____

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

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

Signer Is Representing: _____

ACKNOWLEDGMENT

State of California
County of Orange } ss.

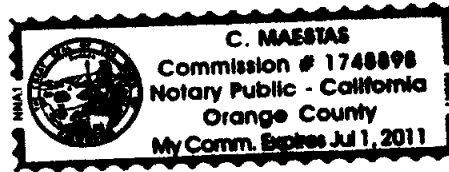
On APR 23 2011 before me, C. Maestas, Notary Public, personally appeared Edward N. Hackett

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 signatures(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.

Handwritten signature of C. Maestas on a line labeled 'Signature'.

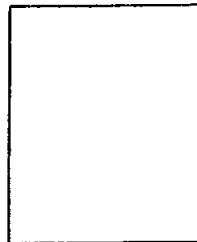


(seal)

OPTIONAL INFORMATION

Date of Document APR 23 2011
Type or Title of Document
Number of Pages in Document
Document in a Foreign Language

Thumbprint of Signer



Type of Satisfactory Evidence:
Personally Known with Paper Identification
Paper Identification
Credible Witness(es)

Capacity of Signer:
Trustee
[X] Power of Attorney
CEO / CFO / COO
President / Vice-President / Secretary / Treasurer
Other:

Check here if no thumbprint or fingerprint is available.

Other Information:

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Christine M Maestas, Edward N Hackett, Individually

of Irvine, CA, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Senior Vice President and its corporate seal to be hereto affixed on this 28th day of February, 2011.



WESTERN SURETY COMPANY

Paul T. Bruflat
Paul T. Bruflat, Senior Vice President

State of South Dakota }
County of Minnehaha } ss

On this 28th day of February, 2011, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Senior Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires
November 30, 2012



D. Krell
D. Krell, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this APR 26 2011 day of _____, _____.



WESTERN SURETY COMPANY

L. Nelson
L. Nelson, Assistant Secretary

Authorizing By-Law

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

EXECUTED IN DUPLICATE

BOND NO. 58683997

Premium is included in charge for Performance Bond

LABOR AND MATERIAL BOND

KNOW ALL MEN BY THESE PRESENTS: That we, BITECH CONSTRUCTION COMPANY INC., a California corporation, as PRINCIPAL, and Western Surety Company, located at 1455 Frazee Road, Suite 801, San Diego, CA 92108, a corporation, incorporated under the laws of the State of South Dakota, 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 FIVE HUNDRED THOUSAND DOLLARS (\$500,000), lawful money of the United States of America, for the payment of which sum, well and truly to be made, we bind ourselves, our respective heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT:

WHEREAS, said Principal has been awarded and is about to enter the annexed contract (incorporated herein by this reference) with said City of Long Beach for the Annual Contract for Concrete Repairs and Related Improvements 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 26th day of April, 2011.

Bitech Construction Company, Inc.

Contractor

By: [Signature]

Name: BENJAMN KIM

Title: PRESIDENT

By: [Signature]

Name: BENJAMIN KIM

Title: SECRETARY

Approved as to form this 5th day of May, 2011.

ROBERT E. SHANNON, City Attorney

By: [Signature]

Deputy City Attorney

Western Surety Company

SURETY, admitted in California

By: [Signature]

Edward N. Hackett, Attorney-in-Fact

Approved as to sufficiency this 2 day of May, 2011.

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

State of California

County of ORANGE

On 4/28/2011
Date

before me,

KIJOO SUNG, NOTARY PUBLIC

Here Insert Name and Title of the Officer

personally appeared

BENJAMIN BYONG KIM

Name(s) of Signer(s)

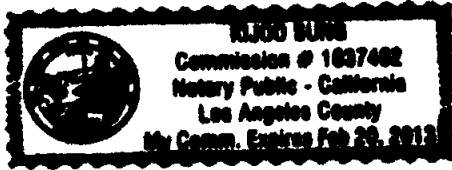
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), 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

Signature of Notary Public



Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

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

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

Signer Is Representing: _____

Signer's Name: _____

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

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

Signer Is Representing: _____

ACKNOWLEDGMENT

State of California
County of Orange) ss.

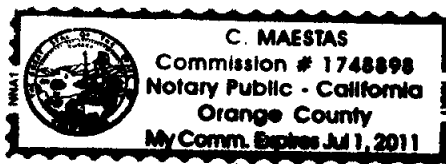
On APR 26 2011 before me, C. Maestas, Notary Public, personally
appeared Edward N. Hackett

_____, 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 signatures(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.

C. Maestas
Signature



(seal)

OPTIONAL INFORMATION

Date of Document APR 26 2011

Thumbprint of Signer

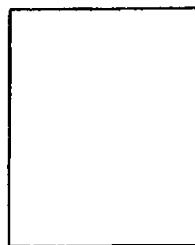
Type or Title of Document _____

Number of Pages in Document _____

Document in a Foreign Language _____

Type of Satisfactory Evidence:
____ Personally Known with Paper Identification
____ Paper Identification
____ Credible Witness(es)

Capacity of Signer:
____ Trustee
X Power of Attorney
____ CEO / CFO / COO
____ President / Vice-President / Secretary / Treasurer
____ Other: _____



Check here if
no thumbprint
or fingerprint
is available.

Other Information: _____

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Christine M Maestas, Edward N Hackett, Individually

of Irvine, CA, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Senior Vice President and its corporate seal to be hereto affixed on this 28th day of February, 2011.



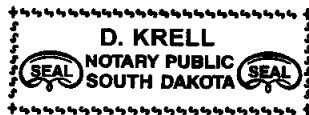
WESTERN SURETY COMPANY

Paul T. Brufat
Paul T. Brufat, Senior Vice President

State of South Dakota }
County of Minnehaha } ss

On this 28th day of February, 2011, before me personally came Paul T. Brufat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Senior Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires
November 30, 2012



D. Krell
D. Krell, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this APR 26 day of 2011.



WESTERN SURETY COMPANY

L. Nelson
L. Nelson, Assistant Secretary

Authorizing By-Law

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.