

1 located at 4520 E. 23rd Street, Long Beach, California 90815 in the City of Long
2 Beach, California, attached hereto as Exhibit "A"; provided, however, that the total
3 compensation to Contractor shall not exceed the maximum cumulative amount of
4 Eight Hundred Seventy-Seven Thousand Two Hundred Thirty-Two Dollars
5 (\$877,232) for the estimated quantities established in the Bid, subject to additions
6 or deductions as provided in the Contract Documents.

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

10 3. CONTRACT DOCUMENTS.

11 A. The Contract Documents include: The Notice Inviting Bids,
12 Project Specifications No. R-7095 (which may include by reference the Standard
13 Specifications for Public Works Construction, latest edition, and any supplements
14 thereto, collectively the "Standard Specifications"); the City of Long Beach Standard
15 Plans; Project Drawing No. B-4699 for this work; the California Code of Regulations;
16 the various Uniform Codes applicable to trades; the prevailing wage rates;
17 Instructions to Bidders; the Bid; the bid security; the City of Long Beach
18 Disadvantaged, Minority and Women-Owned Business Enterprise Program; this
19 Contract and all documents attached hereto or referenced herein including but not
20 limited to insurance; Bond for Faithful Performance; Payment Bond; Notice to
21 Proceed; Notice of Completion; any addenda or change orders issued in
22 accordance with the Standard Specifications; any permits required and issued for
23 the work; approved final design drawings and documents; and the Information
24 Sheet. These Contract Documents are incorporated herein by the above reference
25 and form a part of this Contract.

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

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

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

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

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

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

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

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

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

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

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

25 12. COORDINATION WITH GOVERNMENTAL REGULATIONS.
26 A. If the work is terminated pursuant to an order of any Federal or
27 State authority, Contractor shall accept as full and complete compensation under
28 this Contract such amount of money as will equal the product of multiplying the

1 Contract price stated herein by the percentage of work completed by Contractor as
2 of the date of such termination, and for which Contractor has not been paid. If the
3 work is so terminated, the City Engineer, after consultation with Contractor, shall
4 determine the percentage of work completed and the determination of the City
5 Engineer shall be final.

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

13 13. NOTICES.

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

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

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

1 the payment of all labor and material claims incurred in connection with this Contract.

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

8 16. CERTIFIED PAYROLL RECORDS.

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

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

27 C. The foregoing is in addition to, and not in lieu of, any other
28 requirements or obligations established and imposed by any department of the City

1 with regard to submission and retention of certified payroll records for Contractor
2 and subcontractors.

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

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

14 19. TAXES AND TAX REPORTING.

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

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

1 hereto; and (ii) for construction contracts and subcontracts totaling \$5,000,000 or
2 more, Contractor shall obtain a sub-permit from the California Board of Equalization
3 for the Work site. "Qualified" means that the Contractor purchased at least \$500,000
4 in tangible personal property that was subject to sales or use tax in the previous
5 calendar year.

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

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

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

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

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

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

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

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

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

1 Documents.

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

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

8 28. 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 29. 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 Beach
19 Municipal Code, as amended from time to time.

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

24 "During the performance of a Contract with the City of Long Beach, the
25 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."

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

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

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

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

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

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

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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.

EXBON DEVELOPMENT, INC., a California corporation

_____, 2018

By [Signature]
Name Janet Lee
Title president / Secretary

_____, 2018

By [Signature]
Name Don Seo
Title Vice President

Tom Modica
Assistant City Manager "Contractor"

**EXECUTED PURSUANT
TO SECTION 301 OF
THE CITY CHARTER**

CITY OF LONG BEACH, a municipal corporation

Oct 15, 2018

By [Signature]
City Manager

"City"

This Contract is approved as to form on 10/9, 2018.

CHARLES PARKIN, City Attorney

By [Signature]
Deputy

EXHIBIT A

Awarded Base Bid plus Alternate Bid Items 3A, 4A, 5A, 6A and 7A

BIDDER'S NAME: Exton Development, Inc.

**BID TO THE CITY OF LONG BEACH
RE-ROOF AT STEARNS PARK COMMUNITY CENTER**

In accordance with the Notice Inviting Bids for this Work in the City of Long Beach, California, to be opened on August 9, 2018 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-7095 at the prices listed below.

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

The basis of comparison to determine the low bid is the total of the base bid plus mobilization

| ITEM NO. | ITEM DESCRIPTION | ESTIMATED QUANTITY | UNIT | UNIT PRICE (IN FIGURES) | ITEM TOTAL (IN FIGURES) |
|----------|--|--------------------|------|-------------------------|-------------------------|
| 1. | Remove & Dispose Extruded Masonry Veneer | 2020 | SF | 5.00 | 10,500.00 |
| 2. | Install Snap Seam Panels | 2300 | SF | 20.00 | 46,000.00 |
| 3. | Remove and Replace North Main Entrance Header Beam | 1 | LS | 15,000.00 | 15,000.00 |
| 4. | Remove and Replace South Main Entrance Header Beam | 1 | LS | 15,000.00 | 15,000.00 |
| 5. | Remove and Replace South East Entrance (Posts; HDR Beam; Window; Doors & Hardware) | 1 | LS | 20,000.00 | 20,000.00 |
| 6. | Remove and Replace East Side Window, Frame | 1 | LS | 20,000.00 | 20,000.00 |
| 7. | Remove and Replace Header Beams over Windows on the South Facade 8"x14" Exposed Header | 1 | LS | 13,000.00 | 13,000.00 |
| 8. | Remove & Dispose 4" Thick PCC | 1080 | SF | 5.00 | 5,400.00 |
| 9. | Remove & Dispose Water Meter Box, Concrete Utility Pad, ADA signage | 1 | LS | 4,000.00 | 4,000.00 |

| ITEM NO. | ITEM DESCRIPTION | ESTIMATED QUANTITY | UNIT | UNIT PRICE (IN FIGURES) | ITEM TOTAL (IN FIGURES) |
|----------|---|--------------------|------|-------------------------|-------------------------|
| 10. | Remove and Replace Plywood Roof Deck | 4280 | SF | 3.50 | 14,980.00 |
| 11. | Clearing & Grubbing for PCC Flatwork | 1 | LS | 5,000.00 | 5,000.00 |
| 12. | Root Shaving | 1 | LS | 2,000.00 | 2,000.00 |
| 13. | Asbestos and Lead Abatement | 1 | LS | 22,000.00 | 22,000.00 |
| 14. | Remove and Replace East Side Window | 1 | EA | 5,500.00 | 5,500.00 |
| 15. | Remove and Replace Clerestory Windows, (With Opening Sashes). | 19 | EA | 3,000.00 | 57,000.00 |
| 16. | Install ADA Signage at North & South Main Entrances | 4 | EA | 1,500.00 | 6,000.00 |
| 17. | Mount Restroom Door to Open Out | 2 | EA | 1,500.00 | 3,000.00 |
| 18. | Roof Area # 1 (Main Roof) Remove and Replace | 3300 | SF | 20.00 | 66,000.00 |
| 19. | Roof Area # 2 (Sloped Roof) Remove and Replace- Snap Seam System | 980 | SF | 20.00 | 19,600.00 |
| 20. | Roof Area # 3 (Utility Well) | 750 | SF | 20.00 | 15,000.00 |
| 21. | Roof Area # 4 (Snap Seam Coping) install | 76 | LF | 30.00 | 2,280.00 |
| 22. | Roof Area #5 (All Glulam Beams Repair and Encapsulation), North and South Facades | 1 | LS | 30,000.00 | 30,000.00 |
| 23. | Roof Area #6 (Utility Well Coping) Remove and Replace (with Snap Seam Coping) | 120 | LF | 20.00 | 2,400.00 |
| 24. | Remove and Replace Fascia Board | 430 | LF | 10.00 | 4,300.00 |
| 25. | Construct PCC Concrete Flatwork Pathways | 1100 | SF | 10.00 | 11,000.00 |
| 26. | Construct ADA Pedestrian Ramps (2 No.) | 1 | LS | 10,000.00 | 10,000.00 |
| 27. | Replace Water Meter Utility Box, Electrical Pull Box, BFP Valve Cage | 1 | LS | 7,000.00 | 7,000.00 |

| ITEM NO. | ITEM DESCRIPTION | ESTIMATED QUANTITY | UNIT | UNIT PRICE (IN FIGURES) | ITEM TOTAL (IN FIGURES) |
|--|--|--------------------|------|-------------------------|-------------------------|
| 28 | Allowance for Project Signage | 1 | LS | \$3,000 | \$3,000 |
| 29 | Replacement support system for Glulam Beams | 1 | LS | 176,000.00 | 176,000.00 |
| 30 | Remove and Replace Theater Lighting | 1 | LS | 20,000.00 | 20,000.00 |
| 31 | Allowance for Decorative Screens on the site fence | 1 | LS | \$21,000 | \$21,000 |
| TOTAL AMOUNT BASE BID | | | | | 651,960.00 |
| MOBILIZATION BID ITEM | | | | | |
| 32. | Mobilization & Demobilization (not more than 5% of the base bid). | 1 | LS | 21,500.00 | 21,500.00 |
| TOTAL AMOUNT OF BASE BID PLUS MOBILIZATION | | | | | 673,460.00 |
| ADD ALTERNATE BID ITEMS: | | | | | |
| ADD ALTERNATE # 1.A – REPLACE CLERESTORY WINDOWS WITH FIXED FRAME WINDOWS WITHOUT SASHES | | | | | |
| 1.A | Fixed Frame Clerestory Windows without Sashes | 19 | EA | 3,100.00 | 58,900.00 |
| TOTAL ADD ALTERNATE # 1.A | | | | | 58,900.00 |
| ADD ALTERNATE # 2.A – REPLACE CLERESTORY WINDOWS WITH SOLID WALL, SNAP SEAM PANELS AND ALL WEATHERING | | | | | |
| 2.A | Construct Solid Wall, install Snap Seam Panels and all weathering at Existing Clerestory Window Openings | 19 | EA | 3,600.00 | 68,400.00 |
| TOTAL ADD ALTERNATE # 2.A | | | | | 68,400.00 |
| ADD ALTERNATE # 3.A – REMOVE AND REPLACE EXTERIOR LIGHTING | | | | | |

| ITEM NO. | ITEM DESCRIPTION | ESTIMATED QUANTITY | UNIT | UNIT PRICE (IN FIGURES) | ITEM TOTAL (IN FIGURES) |
|--|--|--------------------|------|-------------------------|-------------------------|
| 3.A | Remove and Replace external wall mounted lighting | 13 | EA | 1,500.00 | 19,500.00 |
| TOTAL ADD ALTERNATE # 3.A | | | | | 19,500.00 |
| ADD ALTERNATE # 4 A - REMOVE AND REPLACE VINYL FLOOR FINISHES (ABATEMENT INCLUDED) | | | | | |
| 4.A | Remove & Replace Vinyl Floor Finishes including abatement of materials containing asbestos or lead | 1 | LS | 22,000.00 | 22,000.00 |
| TOTAL ADD ALTERNATE # 4.A | | | | | 22,000.00 |
| ADD ALTERNATE # 5.A - REMOVE AND REPLACE FLOOR FINISHES (CERAMIC FLOOR TILES), (ABATEMENT INCLUDED) | | | | | |
| 5.A | Remove and Replace Floor Finishes (ceramic tile) in the lobby area, including abatement of materials containing asbestos or lead | 1 | LS | 10,000.00 | 10,000.00 |
| TOTAL ADD ALTERNATE # 5.A | | | | | 10,000.00 |
| ADD ALTERNATE # 6.A - PAINT ALL EXISTING INTERIOR SURFACES CURRENTLY PAINTED | | | | | |
| 6.A | Paint all existing interior surfaces currently painted | 1 | LS | 22,750.00 | 22,750.00 |
| TOTAL ADD ALTERNATE # 6.A | | | | | 22,750.00 |
| ADD ALTERNATE # 7.A - PAINT ALL EXISTING EXTERIOR SURFACES CURRENTLY PAINTED | | | | | |

| ITEM NO. | ITEM DESCRIPTION | ESTIMATED QUANTITY | UNIT | UNIT PRICE (IN FIGURES) | ITEM TOTAL (IN FIGURES) |
|--|--|--------------------|------|-------------------------|-------------------------|
| 7.A | Paint all existing exterior surfaces currently painted | 1 | LS | 15,500.00 | 15,500.00 |
| TOTAL ADD ALTERNATE # 7.A | | | | | 15,500.00 |
| ADD ALTERNATE # 8.A – REPLACE DOUBLE DOORS, FRAMES AND HARDWARE | | | | | |
| 8.A | Replace double doors, frames and hardware (2 sets of double doors) | 1 | LS | 30,000.00 | 30,000.00 |
| TOTAL ADD ALTERNATE # 8.A | | | | | 30,000.00 |
| ADD ALTERNATE # 9.A – INSTALL AWNING OVER WINDOW ON EAST SIDE OF BUILDING | | | | | |
| 9.A | Install Awning over window on the East side of the building | 1 | LS | 20,650.00 | 20,650.00 |
| TOTAL ADD ALTERNATE # 9.A | | | | | 20,650.00 |

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 Disadvantaged Business (DBE)? ___ If yes, certification No. _____
 Is the Bidder a Minority-Owned Business? X Which racial minority? Asian-Pacific
 Is the Bidder a Women-Owned Business? X
 Is the Bidder a certified Small Business? X If yes, certification No. SBA - SAM.GOV

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

Publicworks Advertising Website

(Continued on Next Page)

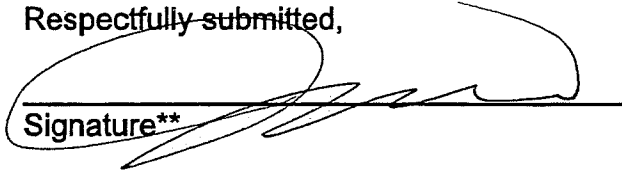
ADDENDA ACKNOWLEDGEMENT / SIGNATURE

This Bid is submitted with respect to the changes to the Plans & Specifications included in the following addenda numbers:

 X
 1 2 3 4 5 6 7

(Initial above all appropriate numbers)

Respectfully submitted,


Signature**

Exbon Development, Inc.

Legal Name of Company

Janet Lee / President

Print Name / Title

Names of Other General Partners

Names of Other Partners

California
State of Incorporation

California
State Where Registered as LLC

BU 21309660
City of Long Beach Business License Number

13831 Newhope St. Garden Grove CA 92843
Business Address (Actual Address -Not A Post Office Box)

0312512019
City of Long Beach Business License Expiration Date

714-539-2222
Telephone Number / Fax Number

13831 Newhope St. Garden Grove CA 92843
Address on City Business License

Janet.Lee@exbon.com
Email Address

863384
Contractor's License Number

100007770
DIR Registration Number

_____ If Bidder is an individual, set forth his/her signature.

_____ If Bidder is a joint venture, set forth the name of the joint venture with the signature of an authorized representative of each venture..

_____ If Bidder is a general partnership, set forth the signature of the general partner.

_____ If Bidder is a limited partnership, provide names of other partners.

_____ If Bidder is a limited liability company, set forth legal name of company with signature of a member or manager authorized to bind the company

EP _____ If the Bidder is a corporation, set forth the legal name of the corporation with the signature of an officer of the corporation.

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:

Exbon Development, Inc.

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



Title: President

Date: 8/9/2018

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: 9219132-17
 - B. Name of Insurer (NOT Broker): State Compensation Insurance Fund
 - C. Address of Insurer: 5580 Owens Dr Pleasanton, CA 94588-3900
 - D. Telephone Number of Insurer: 888-782-8338

- 2) For vehicles owned by Contractor and used in performing work under this Contract:
 - A. VIN (Vehicle Identification Number): 1FTEX1C88AKE16702
 - B. Automobile Liability Insurance Policy Number: BAW58012810
 - C. Name of Insurer (NOT Broker): Liberty Mutual Insurance Company
 - D. Address of Insurer: 524 S Rosemead Blvd Pasadena, CA 9117
 - E. Telephone Number of Insurer: 213-820-5863

- 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: 13
- 5) Estimated total wages to be paid those workers: \$170K
- 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: 3 Independent Contractor


- 8) Taxpayer's Identification Number: 

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 | Asia General Constructors, Inc. | Type of Work | |
| Address | 7624 Maie Ave. | Type of Work | Steel Fabrication & Installation |
| City | Los Angeles CA 90001 | Dollar Value of Subcontract | \$ 130,000.00 |
| Phone No. | 323-476-7706 | | |
| License No. | 932915 | | |

| | | | |
|-------------|--|-----------------------------|-------------------------|
| Name | Gama Contracting Services, Inc. | Type of Work | |
| Address | 1835 Floradale Ave. | Type of Work | HAZMAT Abatement |
| City | South El Monte CA 91733 | Dollar Value of Subcontract | \$ 18,000.00 |
| Phone No. | 626-442-7200 | | |
| License No. | 780316 | | |

| | | | |
|-------------|-----------------------------|-----------------------------|---------------------|
| Name | GGP Glass | Type of Work | |
| Address | 2920 S. Western Ave. | Type of Work | Glazing |
| City | Los Angeles CA 90018 | Dollar Value of Subcontract | \$ 50,000.00 |
| Phone No. | 213-365-6204 | | |
| License No. | 1011523 | | |

| | | | |
|-------------|--|-----------------------------|-----------|
| 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”

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.

PERFORMANCE BOND
(Bond for Faithful Performance)

WHEREAS, The CITY OF LONG BEACH, a municipal corporation of the State of California, hereinafter the "City" or "Obligee," have conditionally awarded to EXBON DEVELOPMENT, INC., a California corporation designated as the "Contractor" or "Principal" herein, a contract for the work ("Work") described as follows: Re-Roof at Stearns Park Community Center, located at 4520 E. 23rd Street, Long Beach, California 90815, as described in Specification No.: R-7095 and related drawings.

WHEREAS, the Principal is about to enter into a Contract with Obligee for performance of the Work, which Contract, and all Contract Documents set forth therein are incorporated herein by this reference.

WHEREAS, the Principal is required to furnish a bond guaranteeing the prompt, full and faithful performance of its obligations under the Contract Documents concurrently with delivery to Obligee of the executed Contract.

NOW, THEREFORE, we the undersigned Contractor, as Principal, and GREAT AMERICAN INSURANCE COMPANY, an admitted surety insurer in the State of California, as Surety, are held and firmly bound unto THE CITY OF LONG BEACH, a municipal corporation of the State of California (hereinafter the "City" or "Obligee") in the penal sum of Seven Hundred Sixty-Two Thousand Eight Hundred Ten Dollars (\$762,810) lawful money of the United States, for the payment of which sum, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT:

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

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

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

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

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

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

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

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety above-named, on the 2ND day of OCTOBER, 2018.

GREAT AMERICAN INSURANCE COMPANY

By: *Kevin Vega*
Signature

Name: KEVIN VEGA
Printed Name

Title: ATTORNEY-in-FACT

Address: 534 E. BADILLO ST. COVINA, CA 91723

Telephone: 626-859-1000

KEVIN VEGA

Kevin Vega
Attorney-in-Fact
Signature

Exbon Development, Inc., a California corporation

By: *Janet Lee*
Signature

Name: Janet Lee
Printed Name

Title: President

By: *Janet Lee*
Signature

Name: Janet Lee
Printed Name

Title: Secretary

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

October 9, 2018

Approved as to form.

Charles Parkin
City Attorney

By: *Charles Parkin*
Deputy City Attorney

October 9, 2018

Approved as to sufficiency.

CITY OF LONG BEACH, a municipal corporation

By: *Janet Lee*
City Manager/City Engineer

NOTE:

1. Execution of this bond must be acknowledged by both PRINCIPAL and SURETY before a Notary Public and Notary's certificate of each acknowledgment must be attached.

2. A corporation must execute this bond by duly authorized officers or agents, and a certified copy of a resolution of its Board of Directors authorizing such execution, or other evidence of authority for such execution, must be attached if executed by persons other than the officers listed in Section 313, California Corporations Code.

GREAT AMERICAN INSURANCE COMPANY®

Administrative Office: 301 E 4TH STREET • CINCINNATI, OHIO 45202 • 513-369-5000 • FAX 513-723-2740

The number of persons authorized by this power of attorney is not more than **FOUR**

No. 0 20974

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the GREAT AMERICAN INSURANCE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Ohio, does hereby nominate, constitute and appoint the person or persons named below, each individually if more than one is named, its true and lawful attorney-in-fact, for it and in its name, place and stead to execute on behalf of the said Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; provided that the liability of the said Company on any such bond, undertaking or contract of suretyship executed under this authority shall not exceed the limit stated below.

| Name | Address | Limit of Power |
|----------------------|--------------------|----------------|
| PHILIP E. VEGA | ALL OF | ALL |
| KEVIN VEGA | COVINA, CALIFORNIA | \$100,000,000 |
| BRITTON CHRISTIANSEN | | |
| MYRNA F. SMITH | | |

This Power of Attorney revokes all previous powers issued on behalf of the attorney(s)-in-fact named above.

IN WITNESS WHEREOF the GREAT AMERICAN INSURANCE COMPANY has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 29TH day of NOVEMBER, 2017

Attest

GREAT AMERICAN INSURANCE COMPANY



Stephen C. Beraha
Assistant Secretary

David C. Kitchin
Divisional Senior Vice President

STATE OF OHIO, COUNTY OF HAMILTON - ss:

DAVID C. KITCHIN (877-377-2405)

On this 29TH day of NOVEMBER, 2017, before me personally appeared DAVID C. KITCHIN, to me known, being duly sworn, deposes and says that he resides in Cincinnati, Ohio, that he is a Divisional Senior Vice President of the Bond Division of Great American Insurance Company, the Company described in and which executed the above instrument; that he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto by like authority.



Susan A. Kohorst
Notary Public, State of Ohio
My Commission Expires 05-18-2020

Susan A. Kohorst

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of Great American Insurance Company by unanimous written consent dated June 9, 2008.

RESOLVED: That the Divisional President, the several Divisional Senior Vice Presidents, Divisional Vice Presidents and Divisional Assistant Vice Presidents, or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.

RESOLVED FURTHER: That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract of suretyship, or other written obligation in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

CERTIFICATION

I, STEPHEN C. BERHA, Assistant Secretary of Great American Insurance Company, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of June 9, 2008 have not been revoked and are now in full force and effect.

Signed and sealed this 2ND day of OCTOBER, 2018



Stephen C. Beraha
Assistant Secretary

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)

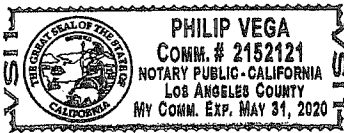
On 10/02/2018 before me, PHILIP VEGA, NOTARY PUBLIC
Date Here Insert Name and Title of the Officer

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

Description of Attached Document

Title or Type of Document: _____ Document Date: _____
Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

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

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

CALIFORNIA CERTIFICATE OF ACKNOWLEDGMENT

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

State of California)

County of Orange)

On _____ before me, Christopher Kim, Notary Public,
(here insert name and title of the officer)

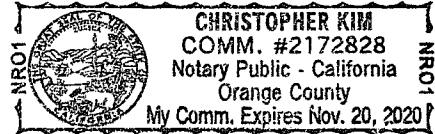
personally appeared Janet Lee

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

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature 



(Seal)

Optional Information

Although the information in this section is not required by law, it could prevent fraudulent removal and reattachment of this acknowledgment to an unauthorized document and may prove useful to persons relying on the attached document.

Description of Attached Document

The preceding Certificate of Acknowledgment is attached to a document titled/for the purpose of _____

containing _____ pages, and dated _____

The signer(s) capacity or authority is/are as:

- Individual(s)
- Attorney-in-Fact
- Corporate Officer(s) _____
Title(s)

- Guardian/Conservator
- Partner - Limited/General
- Trustee(s)
- Other: _____

representing: _____
Name(s) of Person(s) or Entity(ies) Signer is Representing

| Additional Information |
|---|
| Method of Signer Identification Proved to me on the basis of satisfactory evidence: <input type="radio"/> form(s) of identification <input type="radio"/> credible witness(es) |
| Notarial event is detailed in notary journal on: Page # _____ Entry # _____ |
| Notary contact: _____ |
| Other <input type="checkbox"/> Additional Signer(s) <input type="checkbox"/> Signer(s) Thumbprint(s) |
| <input type="checkbox"/> _____ |

Payment Bond
No. 2608207

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

WHEREAS, The CITY OF LONG BEACH, a municipal corporation, hereinafter the "City" or "Obligee," have conditionally awarded to EXBON DEVELOPMENT, INC., a California corporation designated as the "Contractor" or "Principal" herein, a contract for the work ("Work") described as follows: Re-Roof at Stearns Park Community Center, located at 4520 E. 23rd Street, Long Beach, California 90815, as described in Specification R-7095 and related drawings.

WHEREAS, the Principal is about to enter into a Contract with the Obligee for the performance of the Work, which Contract and all Contract Documents set forth therein are incorporated herein by this reference.

WHEREAS, by the terms of said Contract Documents, as well as Civil Code Sections 9550 and 9554, Principal is required to furnish a bond for the prompt, full and faithful payment to any Claimant, as hereinafter defined, for all labor, materials or services used or reasonably required for use in the performance of the Work of the Project;

NOW THEREFORE, we the undersigned Contractor, as Principal, and GREAT AMERICAN INSURANCE COMPANY admitted as a surety insurer in the State of California ("Surety"), are held and firmly bound to the City for payment of the penal sum of Seven Hundred Sixty-Two Thousand Eight Hundred Ten Dollars (\$762,810) lawful money of the United States, for which payment we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally.

THE CONDITION OF THIS OBLIGATION IS SUCH that if said Principal, shall fail to pay any of the persons named in Civil Code Section 9100 ("Claimants"), for all labor, materials or services used or reasonably required for use in performance of the Work of the Project, or for any amounts due under the Unemployment Insurance Code with respect to work or labor performed by any such Claimant on the Project, or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the Contractor and subcontractors pursuant to Section 13020 of the Unemployment Insurance Code with respect to such work and labor, that the surety or sureties herein will pay for the same in an amount not exceeding the sum specified in this bond, otherwise the above obligation shall be void.


If suit is brought upon this bond, the said Surety will pay reasonable attorney's fees to be fixed by the court.

This bond shall inure to the benefit of any of the persons named in Civil Code Section 9100 so as to give a right of action to such persons or the assigns in any suit brought upon this bond.

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

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety above-named, on the 2ND day of OCTOBER, 2018.

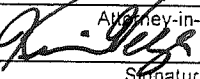
GREAT AMERICAN INSURANCE COMPANY

By: 
Surety Name
Signature
Name: KEVIN VEGA
Printed Name
Title: ATTORNEY-in-FACT


Address: 534 E. BADILLO ST. COVINA, CA 91723


Telephone: 626-859-1000

KEVIN VEGA


Attorney-in-Fact
Signature

Exbon Development, Inc., a California corporation

By: 
Signature
Name: Janet Lee
Printed Name
Title: President

By: 
Signature
Name: Janet Lee
Printed Name
Title: Secretary

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

October 9, 2018

Approved as to form.

CHARLES PARKIN, City Attorney

By: 
Deputy City Attorney

October 5, 2018

Approved as to sufficiency.

CITY OF LONG BEACH, a municipal corporation

By: 
City Manager/City Engineer

NOTE:

1. Execution of this bond must be acknowledged by both PRINCIPAL and SURETY before a Notary Public and Notary's certificate of each acknowledgment must be attached.

2. A corporation must execute this bond by duly authorized officers or agents, and a certified copy of a resolution of its Board of Directors authorizing such execution, or other evidence of authority for such execution, must be attached if executed by persons other than the officers listed in Section 313, California Corporations Code.

GREAT AMERICAN INSURANCE COMPANY®

Administrative Office: 301 E 4TH STREET • CINCINNATI, OHIO 45202 • 513-369-5000 • FAX 513-723-2740

The number of persons authorized by this power of attorney is not more than **FOUR**

No. 0 20974

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the GREAT AMERICAN INSURANCE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Ohio, does hereby nominate, constitute and appoint the person or persons named below, each individually if more than one is named, its true and lawful attorney-in-fact, for it and in its name, place and stand to execute on behalf of the said Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; provided that the liability of the said Company on any such bond, undertaking or contract of suretyship executed under this authority shall not exceed the limit stated below.

| Name | Address | Limit of Power |
|----------------------|--------------------|----------------|
| PHILIP E. VEGA | ALL OF | ALL |
| KEVIN VEGA | COVINA, CALIFORNIA | \$100,000,000 |
| BRITTON CHRISTIANSEN | | |
| MYRNA F. SMITH | | |

This Power of Attorney revokes all previous powers issued on behalf of the attorney(s)-in-fact named above.

IN WITNESS WHEREOF the GREAT AMERICAN INSURANCE COMPANY has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 29TH day of NOVEMBER 2017

Attest

GREAT AMERICAN INSURANCE COMPANY



Steph L. C. B.
Assistant Secretary

David C. Kitchin
Divisional Senior Vice President

STATE OF OHIO, COUNTY OF HAMILTON - ss:

DAVID C. KITCHIN (877-377-2405)

On this 29TH day of NOVEMBER, 2017, before me personally appeared DAVID C. KITCHIN, to me known, being duly sworn, deposes and says that he resides in Cincinnati, Ohio, that he is a Divisional Senior Vice President of the Bond Division of Great American Insurance Company, the Company described in and which executed the above instrument; that he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto by like authority.



Susan A. Kohorst
Notary Public, State of Ohio
My Commission Expires 06-18-2020

Susan A. Kohorst

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of Great American Insurance Company by unanimous written consent dated June 9, 2008.

RESOLVED: That the Divisional President, the several Divisional Senior Vice Presidents, Divisional Vice Presidents and Divisional Assistant Vice Presidents, or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.

RESOLVED FURTHER: That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract of suretyship, or other written obligation in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

CERTIFICATION

I, STEPHEN C. BERHAHA, Assistant Secretary of Great American Insurance Company, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of June 9, 2008 have not been revoked and are now in full force and effect.

Signed and sealed this 2ND day of OCTOBER, 2018



Steph L. C. B.
Assistant Secretary

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)

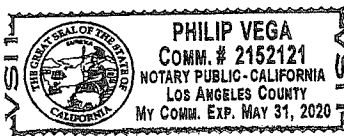
On 10/02/2018 before me, PHILIP VEGA, NOTARY PUBLIC
Date Here Insert Name and Title of the Officer

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

Description of Attached Document

Title or Type of Document: _____ Document Date: _____
Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

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

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

CALIFORNIA CERTIFICATE OF ACKNOWLEDGMENT

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

State of California)

County of Orange)

On _____ before me, Christopher Kim, Notary Public,
(here insert name and title of the officer)

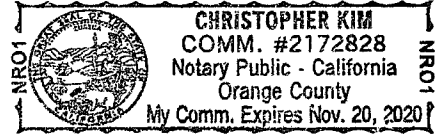
personally appeared Janet Lee

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

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature 



(Seal)

Optional Information

Although the information in this section is not required by law, it could prevent fraudulent removal and reattachment of this acknowledgment to an unauthorized document and may prove useful to persons relying on the attached document.

Description of Attached Document

The preceding Certificate of Acknowledgment is attached to a document titled/for the purpose of _____

containing _____ pages, and dated _____

The signer(s) capacity or authority is/are as:

- Individual(s)
- Attorney-in-Fact
- Corporate Officer(s) _____
Title(s)

- Guardian/Conservator
- Partner - Limited/General
- Trustee(s)
- Other: _____

representing: _____
Name(s) of Person(s) or Entity(ies) Signer is Representing

Additional Information

Method of Signer Identification

Proved to me on the basis of satisfactory evidence:
 form(s) of identification credible witness(es)

Notarial event is detailed in notary journal on:
Page # _____ Entry # _____

Notary contact: _____

Other

- Additional Signer(s)
- Signer(s) Thumbprint(s)
- _____



13831 Newhope Street
Garden Grove, CA 92843

T: 714.539.2222
F: 714.539.2223

CORPORATE RESOLUTION

IT IS HEREBY RESOLVED BY THE DIRECTORS of EXBON DEVELOPMENT, INC., a California Corporation as follows:

RESOLVED, the following corporate officers or representatives, Janet H. Lee and Don Seo are the only authorized persons to execute bid and contract documents with City, County or Federal Agencies, as President and Vice President, respectively.

This resolution was adopted by the Directors of the Corporation at a regular/special meeting of the Corporation held on the 13rd of June, 2018.

CERTIFICATE OF SECRETARY

The undersigned hereby certifies that she is the duly elected and qualified Secretary of Exbon Development, Inc., a California corporation and that the foregoing is a true and correct record of a resolution duly adopted by the Board of Directors of the Corporation on the 13rd of June, 2018.

IN WITNESS WHEREOF, I have executed my name as Secretary on this June 13rd, 2018.

Signature:

A handwritten signature in black ink, appearing to be 'Janet H. Lee', written in a cursive style.

Janet H. Lee / Name of Secretary

CALIFORNIA CERTIFICATE OF ACKNOWLEDGMENT

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

State of California)

County of Orange)

On _____ before me, Christopher Kim, Notary Public
(here insert name and title of the officer)

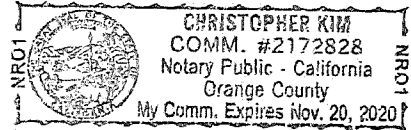
personally appeared Janet Lee

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

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature 



(Seal)

Optional Information

Although the information in this section is not required by law, it could prevent fraudulent removal and reattachment of this acknowledgment to an unauthorized document and may prove useful to persons relying on the attached document.

Description of Attached Document

The preceding Certificate of Acknowledgment is attached to a document titled/for the purpose of _____

containing _____ pages, and dated _____

The signer(s) capacity or authority is/are as:

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

representing: _____
Name(s) of Person(s) or Entity(ies) Signer is Representing

| Additional Information | |
|--|--|
| Method of Signer Identification | |
| Proved to me on the basis of satisfactory evidence: | |
| <input type="radio"/> form(s) of identification <input type="radio"/> credible witness(es) | |
| Notarial event is detailed in notary journal on: | |
| Page # _____ | Entry # _____ |
| Notary contact: _____ | |
| Other | |
| <input type="checkbox"/> Additional Signer(s) | <input type="checkbox"/> Signer(s) Thumbprint(s) |
| <input type="checkbox"/> _____ <input type="checkbox"/> _____ | |