

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

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CONTRACT  
**34586**

THIS CONTRACT is made and entered, in duplicate, as of March 22, 2017 for reference purposes only, pursuant to a minute order adopted by the City Council of the City of Long Beach at its meeting held on March 21, 2017, by and between HARRY H. JOH CONSTRUCTION INC., a California corporation, whose address is 7303 Somerset Blvd., Paramount, California 90723 ("Contractor"), and the CITY OF LONG BEACH, a municipal corporation ("City").

WHEREAS, pursuant to a Notice Inviting Bids for Job Order Contract, City of Long Beach, California, bids were received, publicly opened on February 17, 2017 and declared on the date specified in said Notice; and

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

WHEREAS, the City Council authorized the City Manager to enter a contract with Contractor for the work described in the bid documents;

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

1. SCOPE OF WORK. Contractor shall furnish all necessary labor, supervision, tools, materials, supplies, appliances, equipment and transportation for the work described in each Work Order, as defined in the bid documents, said work to be performed according to the Contract Documents identified below. However, this Contract is intended to provide to City complete and finished work and, to that end, Contractor shall do everything necessary to complete the work, whether or not specifically described in the Contract Documents.

2. PRICE AND PAYMENT. City shall pay to Contractor the amount(s) for each Work Order based on the adjustment factor in Contractor's Bid, attached hereto as Exhibit "A"; provided, however, that City shall not pay more than Two Million Dollars (\$2,000,000) for the term of the Contract. Furthermore, no individual Work Order project shall exceed Five Hundred Thousand Dollars (\$500,000).

1                   3.     CONTRACT DOCUMENTS. The Contract Documents include: The  
2 Notice Inviting Bids; City of Long Beach Standard Plans; the California Code of  
3 Regulations; the various Uniform Codes applicable to trades; the prevailing wage rates;  
4 Instructions to Bidders; the Bid; the bid security; the City of Long Beach Disadvantaged,  
5 Minority and Women-Owned Business Enterprise Program; this Contract and all  
6 documents attached hereto or referenced herein; JOC General Provisions; the  
7 Construction Task Catalog; JOC Contract Documents (which contain Technical  
8 Specifications); Bond for Faithful Performance; Payment Bond; Notice to Proceed; Notice  
9 of Completion; any addenda; any permits required and issued for the work; and approved  
10 drawings for a Work Order, if any. These Contract Documents are incorporated herein by  
11 the above reference.

12                                 Notwithstanding Section 2-5.2 of the Standard Specifications, if any  
13 conflict or inconsistency exists or develops among or between Contract Documents, the  
14 following priority shall govern: 1) this Contract; 2) permit(s) from other public agencies; 3)  
15 the Bid; 4) Addenda; 5) JOC General Provisions; 6) the Construction Task Catalog; 7)  
16 Technical Specifications; 8) other reference specifications; 9) other reference plans; 10)  
17 approved drawings, if any; and 11) the Notice Inviting Bids.

18                   4.     TIME FOR CONTRACT.

19                   A.     The term of this Contract shall begin on March 22, 2017 and  
20 shall end on March 21, 2018 or on City's payment of the not-to exceed dollar amount  
21 hereunder to Contractor as specified in Section 2, whichever occurs first.

22                   B.     Contractor shall commence work on a date to be specified in a  
23 written Notice to Proceed from City for each Work Order and shall complete all work  
24 within the number of working days identified in each Work Order, subject to events  
25 beyond the control of Contractor. Time is of the essence for performance of this  
26 Contract and each Work Order. City will suffer damage if the work in each Work  
27 Order is not completed within the time stated, but those damages would be difficult  
28 or impractical to determine. So, Contractor shall pay to City, as liquidated damages,

1 the amount stated in the Contract Documents.

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

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

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

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

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

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

1           10. TERMINATION. Either party shall have the right to terminate this  
2 Agreement for any reason or no reason at any time by giving fifteen (15) calendar days  
3 prior notice to the other party. In the event of termination under this Section, City shall pay  
4 Consultant for services satisfactorily performed and costs incurred up to the effective date  
5 of termination for which Consultant has not been previously paid. The procedures for  
6 payment in Section 1.B. with regard to invoices shall apply. On the effective date of  
7 termination, Consultant shall deliver to City all Data developed or accumulated in the  
8 performance of this Agreement, whether in draft or final form, or in process. And,  
9 Consultant acknowledges and agrees that City's obligation to make final payment is  
10 conditioned on Consultant's delivery of the Data to City.

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

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

22           13. COORDINATION WITH GOVERNMENTAL REGULATIONS. If the  
23 work is terminated pursuant to an order of any Federal or State authority, Contractor shall  
24 accept as full and complete compensation under this Contract such amount of money as  
25 will equal the product of multiplying the Contract Price stated in the Work Order(s) so  
26 terminated by the percentage of work completed by Contractor as of the date of such  
27 termination, and for which Contractor has not been paid. If the work is so terminated, the  
28 City Engineer, after consultation with Contractor, shall determine the percentage of said

1 work so completed and the determination of the City Engineer shall be final.

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

8 14. NOTICES.

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

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

19 15. BONDS REQUIRED. Contractor shall, coincidentally with the  
20 execution of this Contract, execute and deliver to City the bonds required in the Contract  
21 Documents, on the forms provided by City.

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

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1                   17.    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 entitle  
13 City to withhold the penalty prescribed by law from progress payments due to  
14 Contractor.

15                  B.     Upon completion of the work, Contractor shall submit to the City  
16 certified payroll records for Contractor and all subcontractors performing any portion  
17 of the work under this Contract. Certified payroll records for Contractor and all  
18 subcontractors shall be maintained during the course of the work and shall be kept  
19 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 City  
22 with regard to submission and retention of certified payroll records for Contractor  
23 and subcontractors.

24                   18.    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 flood,  
28 or the negligence or willful misconduct of City, then Contractor shall immediately make City

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

4 19. 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 20. TAXES AND TAX REPORTING.

8 A. As required by federal and state law, City is obligated to report  
9 the payment of compensation to Contractor on Form 1099-Misc. and Contractor  
10 acknowledges that Contractor is not entitled to payment under this Contract until it  
11 has provided its Employer Identification Number to City. Contractor shall be solely  
12 responsible for payment of all federal and state taxes resulting from payments under  
13 this Contract.

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

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

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

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

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

23 22. AUDIT. If payment of any part of the consideration for this Contract is  
24 made with federal, state or county funds and a condition to the use of those funds by City  
25 is a requirement that City render an accounting or otherwise account for said funds, then  
26 City shall have the right at all reasonable times to examine, audit, inspect, review, extract  
27 information from, and copy all books, records, accounts and other information relating to  
28 this Contract.

1           23.   NO PECULIAR RISK. Contractor acknowledges and agrees that the  
2 work to be performed hereunder does not constitute a peculiar risk of bodily harm and that  
3 no special precautions are required to perform said work.

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

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

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

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

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

28           29.   COSTS. If there is any legal proceeding between the parties to

1 enforce or interpret this Contract or to protect or establish any rights or remedies  
2 hereunder, the prevailing party shall be entitled to its costs and expenses, including  
3 reasonable attorney's fees.

4           30. NONDISCRIMINATION. In connection with performance of this  
5 Contract and subject to applicable rules and regulations, Contractor shall not discriminate  
6 against any employee or applicant for employment on the basis of race, religion, national  
7 origin, color, age, sex, sexual orientation, gender identity, AIDS, AIDS related condition,  
8 handicap or disability. Contractor shall ensure that applicants are employed and that  
9 employees are treated during their employment, without regard to these bases. Such  
10 actions shall include but not be limited to employment, upgrading, demotion, transfer,  
11 recruitment, layoff, termination, rates of pay and selection for training. It is the policy of City  
12 to encourage the participation of Disadvantaged, Minority and Women-Owned Business  
13 Enterprises, and City encourages Contractor to use its best efforts to carry out this policy  
14 in the award of all subcontracts.

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

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

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

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

C. If the Contractor/Consultant 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/Consultant 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/Consultant 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/Consultant in actions taken pursuant to the provisions of Long Beach Municipal Code section 2.93 et seq., Contractor Responsibility.

32. DEFAULT. Default shall include but not be limited to Contractor's failure to perform in accordance 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 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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1 IN WITNESS WHEREOF, the parties have caused this document to be duly  
2 executed with all formalities required by law as of the date first stated above.

3 HARRY H. JOH CONSTRUCTION INC., a  
4 California corporation

5 March 10, 2017

By [Signature]  
6 Name Harry Joh  
7 Title President

8 March 10, 2017

By [Signature]  
9 Name Hyun S. Joh  
10 Title Secretary

11 "Contractor"

12 CITY OF LONG BEACH, a municipal  
13 corporation

14 April 18, 2017

By [Signature]  
15 City Manager

EXECUTED PURSUANT  
TO SECTION 301 OF  
THE CITY CHARTER.

16 "City" Assistant City Manager

17 This Contract is approved as to form on 3/24, 2017.

18 CHARLES PARKIN, City Attorney

19 By [Signature]  
20 Deputy

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

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# **Exhibit A**

Contractor's Bid

BIDDER'S NAME: Harry H. Joh Construction Inc.

## BID FOR JOC 25 through JOC 32

### INSTRUCTIONS TO BIDDERS

#### READ CAREFULLY BEFORE MAKING OUT YOUR BID

Submit only one bid. Contracts will be awarded to the eight lowest responsive, responsible bids by pre-qualified bidders. Failure to submit all documents contained in Division C of the Specification may invalidate your Bid. Do not make alterations of any kind in the bid form. Completely fill out ALL blank spaces on each bid form you submit. If not applicable or zero, write N/A or 0.

The undersigned offers to furnish all materials, labor and equipment required for the Job Order Contract for the City of Long Beach in accordance with the City's Invitation for Bids, including addenda thereto, if any, as follows:

- I. Adjustment Factor. The Contractor bids one Adjustment Factor, which will be applied against the prices set forth in the Construction Task Catalog (CTC). The Adjustment Factor will be used to price Work Orders by multiplying the Adjustment Factor by the unit prices and quantities for the specific Work Order. **Pay attention to your decimal points. Write clearly and legibly.**
  - A. The Bid shall be expressed as an adjustment "decrease from" (e.g. 0.9500) or "increase to" (e.g. 1.0500) the unit prices listed in the CTC, or exactly equal to the CTC unit prices (1.0000). Items 1 – 4 in the Award Formula shall be calculated out to five decimal places and then rounded to four decimal places. Rounding of numbers shall be accomplished by increasing the fourth decimal place if the fifth decimal is equal to five or greater. If the fifth decimal place is equal to four or less, the fourth decimal shall remain the same. Bids missing factors for any of the components in the Award Formula or bids containing components of the Award Formula that are not calculated and expressed out to four decimal places will be rejected as non-responsive.
  - B. Note that the **CTC unit prices do not include provisions for items such as the one percent Gordian Group license fee, overhead, profit, bond premiums, insurance, mobilization, proposal development, shop drawings and submittals and all contingencies** in connection therewith. Bidders shall therefore take this into account when bidding the Adjustment Factor. Once bid, the Contractor will be **strictly** held to the bid factor throughout the duration of the Contract term.
  - C. In the event of tie bids, another round of bids will be invited from the tied bidders to be submitted within one (1) working day following bid opening. If tie bids are received again, the same procedure will be repeated until an apparent low bidder is available for selection.
  - D. Any change in the applicable minimum hourly rates of wages during the Contract term shall not affect the unit price to be paid by the City for work performed under the Contract.

#### AWARD FORMULA

1. Pricing Factor to be applied to the CTC	<u>Included</u>
2. Factor for Overhead & Related Items Not Included in CTC Unit Prices	<u>Included</u>
3. Profit Factor	<u>Included</u>
4. Contractor License Fee (imposed by Gordian per Work Order)	<u>Included</u>
5. Award Adjustment Factor (Sum of lines 1 through 4)	<u>0.7978</u>

(Continued on Reverse)





**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

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

State of California )  
County of ORANGE )

On FEB 08 2017 before me, Monica Blaisdell, Notary Public  
Date Here Insert Name and Title of the Officer

personally appeared Philip E. 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 [Handwritten Signature]  
Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

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

**Description of Attached Document**

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

POWER OF ATTORNEY

AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY
UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

KNOW ALL MEN BY THESE PRESENTS: That American Contractors Indemnity Company, a California corporation, Texas Bonding Company, an assumed name of American Contractors Indemnity Company, United States Surety Company, a Maryland corporation and U.S. Specialty Insurance Company, a Texas corporation (collectively, the "Companies"), do by these presents make, constitute and appoint

Philip E. Vega or Myrna Smith of Covina, California

its true and lawful Attorney(s)-in-fact, each in their separate capacity if more than one is named above, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include riders, amendments, and consents of surety, providing the bond penalty does not exceed \*\*\*\*\*Three Million\*\*\*\*\* Dollars (\$ \*\*\*3,000,000.00\*\*\*)

This Power of Attorney shall expire without further action on December 20, 2017. This Power of Attorney is granted under and by authority of the following resolutions adopted by the Boards of Directors of the Companies:

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provision:

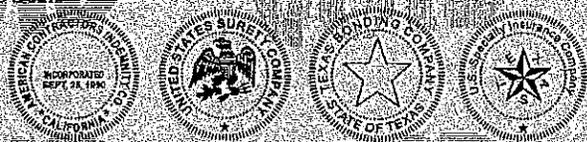
Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings, including any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts, and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, The Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 1st day of December, 2014.

AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY
UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

Corporate Seals



By:

[Signature]
Daniel P. Aguilar, Vice President

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 SS:

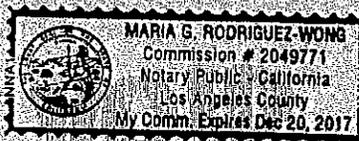
On this 1st day of December, 2014, before me, Maria G. Rodriguez-Wong, a notary public, personally appeared Dan P. Aguilar, Vice President of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person 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]

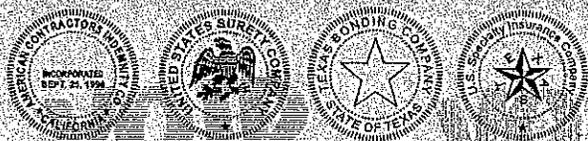
(Seal)



I, Kio Lo, Assistant Secretary of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect, furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Los Angeles, California this 8th day of February, 2017.

Corporate Seals



Bond No. ABSCA
Agency No. 8703

[Signature]

Kio Lo, Assistant Secretary

# **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:

Harry H. Joh Construction Inc.

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

A handwritten signature in black ink, appearing to be 'H. Joh', is written above a horizontal line.

Title: President

Date: 2/17/17

# Exhibit C

Information to Comply with Labor Code Section 2810

## INFORMATION TO COMPLY WITH LABOR CODE SEC. 2810

To comply with Labor Code Sec. 2810, Contractor shall complete and submit this Information Sheet which shall be incorporated into and be a part of the Contract:

- 1) Workers' Compensation Insurance:
  - A. Policy Number: 92013342017
  - B. Name of Insurer (NOT Broker): State Fund
  - C. Address of Insurer: 18101 Von Karman Ave., Ste 600  
Irvine, CA 92612
  - D. Telephone Number of Insurer: 949-885-1210
  
- 2) For vehicles owned by Contractor and used in performing work under this Contract:
  - A. VIN (Vehicle Identification Number): 1FTRE14253HA42602
  - B. Automobile Liability Insurance Policy Number: BA-6H356735-16-SEL
  - C. Name of Insurer (NOT Broker): Travelers Casualty Insurance Co.  
4218 W. Commonwealth Ave, #202
  - D. Address of Insurer: Fullerton, CA 92833
  - E. Telephone Number of Insurer: 714-676-4949
  
- 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: TBD
  
- 5) Estimated total wages to be paid those workers: TBD
  
- 6) Dates (or schedule) when those wages will be paid: TBD
  
- 7) (Describe schedule: For example, weekly or every other week or monthly)  
Estimated total number of independent contractors to be used on this Contract: To be determined later
  
- 8) Taxpayer's Identification Number: [REDACTED]

# Exhibit D

List of Subcontractors

## LIST OF SUBCONTRACTORS

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

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

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

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

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

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

# APPENDIX “A”

N/A

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

**SECTION I – BUSINESS INFORMATION**

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

**SECTION II – MULTIPLE BUSINESS LOCATIONS**

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

1. BUSINESS ADDRESS	4. BUSINESS ADDRESS
MAILING ADDRESS	MAILING ADDRESS
2. BUSINESS ADDRESS	5. BUSINESS ADDRESS
MAILING ADDRESS	MAILING ADDRESS
3. BUSINESS ADDRESS	6. BUSINESS ADDRESS
MAILING ADDRESS	MAILING ADDRESS

**SECTION III – CERTIFICATION STATEMENT**

I hereby certify that I qualify for a Use Tax Direct Payment Permit for the following reason: (Please check one of the following)

- I have purchased or leased for my own use tangible personal property subject to use tax at a cost of five hundred thousand dollars (\$500,000) or more in the aggregate, during the calendar year immediately preceding this application for the permit. I have attached a "Statement of Cash Flows" or other comparable financial statements acceptable to the Board for the calendar year immediately preceding the date of application and a separate statement attesting that the qualifying purchases were purchases that were subject to use tax.
- I am a county, city, city and county, or redevelopment agency.

I also agree to self-assess and pay directly to the Board of Equalization any use tax liability incurred pursuant to my use of a Use Tax Direct Payment Permit.

The above statements are hereby certified to be correct to the knowledge and belief of the undersigned, who is duly authorized to sign this application.

SIGNATURE	TITLE
NAME (typed or printed)	DATE

(See reverse side for general information and filing instructions)

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

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

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

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

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

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

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

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

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

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

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

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

BOND FOR FAITHFUL PERFORMANCE

KNOW ALL MEN BY THESE PRESENTS: That we, HARRY H. JOH CONSTRUCTION INC., a California corporation, as PRINCIPAL, and U.S. SPECIALTY \*\*, located at 601 S. FIGUEROA ST, #1600 LOS ANGELES, CA 90017, a corporation, incorporated under the laws of the State of CALIFORNIA, 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 TWO MILLION DOLLARS (\$2,000,000), 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: \*\* INSURANCE COMPANY

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 Job Order Contract #25 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 8th day of MARCH, 2017.

HARRY H. JOH CONSTRUCTION INC., a California corporation

By: [Signature] Resigned for Notary
Name: Harry Joh
Title: President

By: [Signature] Resigned for Notary
Name: Hyun S. Joh
Title: Secretary

Approved as to form this 30th day of March, 2017. CHARLES PARKIN, City Attorney

By: [Signature] Deputy City Attorney

U.S. Specialty Insurance Company SURETY, admitted in California
By: [Signature]
Name: Philip E. Vega
Title: Attorney-In-Fact
Telephone: 626-859-1000

Approved as to sufficiency this 3rd day of April, 2017.
By: [Signature] City Manager/City Engineer

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

POWER OF ATTORNEY

AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY
UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

KNOW ALL MEN BY THESE PRESENTS: That American Contractors Indemnity Company, a California corporation, Texas Bonding Company, an assumed name of American Contractors Indemnity Company, United States Surety Company, a Maryland corporation and U.S. Specialty Insurance Company, a Texas corporation (collectively, the "Companies"), do by these presents make, constitute and appoint:

Philip E. Vega or Myrna Smith of Covina, California

its true and lawful Attorney(s)-in-fact, each in their separate capacity if more than one is named above, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include riders, amendments, and consents of surety, providing the bond penalty does not exceed \*\*\*\*\*Three Million\*\*\*\*\* Dollars (\$ \*\*\*\*3,000,000.00\*\*\*\*).

This Power of Attorney shall expire without further action on December 20, 2017. This Power of Attorney is granted under and by authority of the following resolutions adopted by the Boards of Directors of the Companies:

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company, subject to the following provisions:

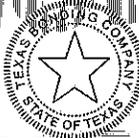
Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings, including any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts, and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, The Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 1st day of December, 2014.

AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY
UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

Corporate Seals



By:

[Signature]
Daniel P. Aguilar, Vice President

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 SS:

On this 1st day of December, 2014, before me, Maria G. Rodriguez-Wong, a notary public, personally appeared Dan P. Aguilar, Vice President of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person 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]

(Seal)



I, Kio Lo, Assistant Secretary of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Los Angeles, California this 21st day of March, 2017.

Corporate Seals

Bond No. 1001070729
Agency No. 8703



[Signature]
Kio Lo, 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 ORANGE )

On 3/9/17 before me, Monica Blaisdell, Notary Public  
*Date Here Insert Name and Title of the Officer*

personally appeared Philip E. 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*

**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 )

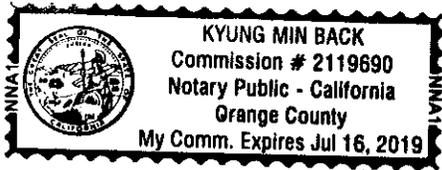
On March 29, 2017 before me, Kyung Min Back, Notary Public  
Date Here Insert Name and Title of the Officer

personally appeared Harry Joh  
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]  
Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

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

**Description of Attached Document**

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

Number of Pages: \_\_\_\_\_ Signer(s) Other Than Named Above: \_\_\_\_\_

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

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

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

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

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

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

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

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

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

State of California )  
County of Los Angeles )

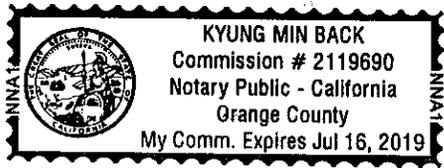
On March 29, 2017 before me, Kyung Min Back, Notary Public,  
Date Here Insert Name and Title of the Officer

personally appeared Hyun S. Joh  
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature [Handwritten Signature]  
Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

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

**Description of Attached Document**

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

LABOR AND MATERIAL BOND

KNOW ALL MEN BY THESE PRESENTS: That we, HARRY H. JOH CONSTRUCTION INC., a California corporation, as PRINCIPAL, and U.S. SPECIALTY INSURANCE COMPANY, located at 601 S. FIGUEROA ST., #1600, LOS ANGELES, CA 90017, a corporation, incorporated under the laws of the State of \_\_\_\_\_, 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 TWO MILLION DOLLARS (\$2,000,000), 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 Job Order Contract #25 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 8TH day of MARCH, 2017.

HARRY H. JOH CONSTRUCTION INC., a California corporation

U.S. Specialty Insurance Company

SURETY, admitted in California

By: [Signature] Resigned for Notary
Name: Harry Joh
Title: President

By: [Signature]
Name: Philip E. Vega
Title: Attorney-in-fact
Telephone: 626-859-1000

By: [Signature] Resigned for Notary
Name: Hiyun S. Joh
Title: Secretary

Approved as to form this 30th day of March, 2017.

Approved as to sufficiency this 3rd day of April, 2017.

CHARLES PARKIN, City Attorney

By: [Signature] Deputy City Attorney

By: [Signature] City Manager/City Engineer

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

**POWER OF ATTORNEY**

**AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY  
UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY**

KNOW ALL MEN BY THESE PRESENTS That American Contractors Indemnity Company, a California corporation, Texas Bonding Company, an assumed name of American Contractors Indemnity Company, United States Surety Company, a Maryland corporation and U.S. Specialty Insurance Company, a Texas corporation (collectively, the "Companies"), do by these presents make, constitute and appoint:

**Philip E. Vega or Myrna Smith of Covina, California**

its true and lawful Attorney(s)-in-fact, each in their separate capacity if more than one is named above, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include riders, amendments, and consents of surety, providing the bond penalty does not exceed \*\*\*\*\*Three Million\*\*\*\*\* Dollars (\$ \*\*\*3,000,000.00\*\*\*).

This Power of Attorney shall expire without further action on December 20, 2017. This Power of Attorney is granted under and by authority of the following resolutions adopted by the Boards of Directors of the Companies:

*Be it Resolved*, that the President, any Vice President, any Assistant Vice President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

*Attorney-in-Fact* may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings, including any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts, and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

*Be it Resolved*, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, The Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 1st day of December, 2014.

**AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY  
UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY**

Corporate Seals



By:

*[Signature]*  
**Daniel P. Aguilar, Vice President**

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 SS:

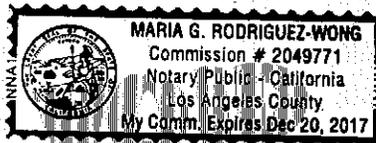
On this 1st day of December, 2014, before me, Maria G. Rodriguez-Wong, a notary public, personally appeared Dan P. Aguilar, Vice President of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person 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]*

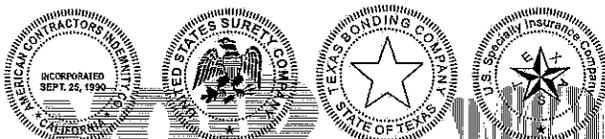
(Seal)



I, Kio Lo, Assistant Secretary of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Los Angeles, California this 8<sup>th</sup> day of December, 2014.

Corporate Seals



*[Signature]*  
**Kio Lo, Assistant Secretary**

Bond No. 100008729  
Agency No. 8703

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

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

State of California )  
County of ORANGE )

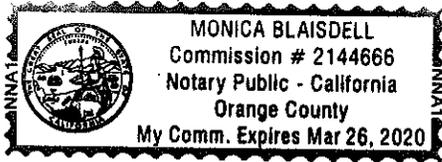
On 3/8/17 before me, Monica Blaisdell, Notary Public  
*Date Here Insert Name and Title of the Officer*

personally appeared Philip E. 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 *[Handwritten Signature]*  
*Signature of Notary Public*

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

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State of California )

County of Los Angeles )

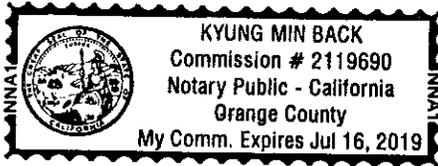
On March 29, 2017 before me, KyungMin Back, Notary Public  
Date Here Insert Name and Title of the Officer

personally appeared Harry Joh  
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]  
Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

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

**Description of Attached Document**

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

Number of Pages: \_\_\_\_\_ Signer(s) Other Than Named Above: \_\_\_\_\_

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

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

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

Partner —  Limited  General

Individual  Attorney in Fact

Trustee  Guardian or Conservator

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

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

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

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

Partner —  Limited  General

Individual  Attorney in Fact

Trustee  Guardian or Conservator

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

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

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

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State of California )

County of Los Angeles )

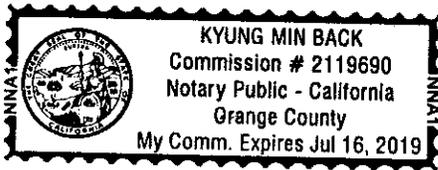
On March 29, 2017 before me, Kyung Min Back, Notary Public,  
Date Here Insert Name and Title of the Officer

personally appeared Hyun S. Joh  
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature [Handwritten Signature]  
Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

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

**Description of Attached Document**

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

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**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: \_\_\_\_\_