

1 **CONTRACT**

2 **29051**

3 THIS CONTRACT is made and entered, in duplicate, as of January 6, 2005  
4 for reference purposes only, pursuant to a minute order adopted by the City Council of the  
5 City of Long Beach at its meeting held on January 4, 2005, by and between MTM  
6 CONSTRUCTION, INC., a California corporation, whose address is 2211 Hacienda  
7 Boulevard, Suite 116, Hacienda Heights, California 91745 ("Contractor"), and the CITY OF  
8 LONG BEACH, a municipal corporation ("City").

9 WHEREAS, pursuant to a "Notice Inviting Bids for Job Order Contracting,  
10 City of Long Beach, California," dated October 29, 2004, and published by the City, bids  
11 were received, publicly opened and declared on the date specified in said Notice; and

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

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

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

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

24 2. PRICE AND PAYMENT. City shall pay to Contractor the amount(s) for  
25 each Work Order based on the adjustment factor in Contractor's Bid, attached hereto as  
26 Exhibit "A" provided, however, that the City shall not pay more than One Million Dollars  
27 (\$1,000,000) for the initial term and for each extension period.

28 3. CONTRACT DOCUMENTS. The Contract Documents include: The

Robert E. Shannon  
City Attorney of Long Beach  
333 West Ocean Boulevard  
Long Beach, California 90802-4664  
Telephone (562) 570-2200

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Long Beach, California 90802-4664  
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1 Notice Inviting Bids; City of Long Beach Standard Plans; the California Code of  
2 Regulations; the various Uniform Codes applicable to trades; the prevailing wage rates;  
3 Instructions to Bidders; the Bid; the bid security; the City of Long Beach Disadvantaged,  
4 Minority and Women-owned Business Enterprise Program; this Contract and all documents  
5 attached hereto or referenced herein; JOC General Provisions; the Construction Task  
6 Catalog; JOC Contract Documents R-6669 (which contain Technical Specifications); Bond  
7 for Faithful Performance; Payment Bond; Notice to Proceed; Notice of Completion; any  
8 addenda; any permits required and issued for the work; and approved drawings for a Work  
9 Order, if any. These Contract Documents are incorporated herein by the above reference.  
10 Notwithstanding Section 2-5.2 of the Standard Specifications, if any conflict or  
11 inconsistency exists or develops among or between Contract Documents, the following  
12 priority shall govern: 1) this Contract; 2) permit(s) from other public agencies; 3) the Bid;  
13 4) Addenda; 5) JOC General Provisions; 6) the Construction Task Catalog; 7) Technical  
14 Specifications; 8) other reference specifications; 9) other reference plans; 10) approved  
15 drawings, if any; and 11) the Notice Inviting Bids.

16 4. TIME FOR CONTRACT. A. The initial term of this Contract shall begin  
17 on February 1, 2005 and shall end on January 31, 2006 or on the City's payment of One  
18 Million Dollars (\$1,000,000) hereunder to Contractor, whichever occurs first. On the  
19 natural expiration date of the initial term or on the City's payment of \$1,000,000 to  
20 Contractor during the initial term, the City may, at its option, extend the term for two (2)  
21 separate, consecutive periods of one (1) year each by giving notice to the Contractor of the  
22 City's intent to extend. If the City exercises one or both options to extend, the parties shall  
23 sign an amendment to this Contract relating to such option for an additional period of  
24 twelve (12) months or until the City pays to Contractor \$1,000,000 during said extension  
25 period.

26 B. Contractor shall commence work on a date to be specified in a written  
27 "Notice to Proceed" from the City for each Work Order and shall complete all work within  
28 the number of working days identified in each Work Order, subject to events beyond the

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1 control of Contractor. Time is of the essence for performance of this Contract and each  
2 Work Order. City will suffer damage if the work in each Work Order is not completed within  
3 the time stated, but those damages would be difficult or impractical to determine. So,  
4 Contractor shall pay to City, as liquidated damages, the amount stated in the Contract  
5 Documents.

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

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

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

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

27 9. INSURANCE. Prior to commencement of work, and as a condition  
28 precedent to the effectiveness of this Contract, Contractor shall provide to the City

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333 West Ocean Boulevard  
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1 evidence of all insurance required in the Contract Documents.

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

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

13           12. COORDINATION WITH GOVERNMENTAL REGULATIONS. If the work  
14 is terminated pursuant to an order of any Federal or State authority, Contractor shall accept  
15 as full and complete compensation under this Contract such amount of money as will equal  
16 the product of multiplying the Contract Price stated in the Work Order(s) so terminated by  
17 the percentage of work completed by Contractor as of the date of such termination, and  
18 for which Contractor has not been paid. If the work is so terminated, the City Engineer,  
19 after consultation with Contractor, shall determine the percentage of said work so  
20 completed and the determination of the City Engineer shall be final.

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

27           13. NOTICES. A. Any notice required hereunder shall be in writing and  
28 personally delivered or deposited in the U.S. Postal Service, first class, postage prepaid,

1 to Contractor at the address first stated herein, and to the City at 333 West Ocean  
2 Boulevard, Long Beach, California 90802, Attn: City Manager. Notice of change of address  
3 shall be given in the same manner as stated herein for other notices. Notice shall be  
4 deemed given on the date deposited in the mail or on the date personal delivery is made,  
5 whichever first occurs.

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

9 14. BONDS REQUIRED. Contractor shall, coincidentally with the execution  
10 of this Contract, execute and deliver to the City the bonds required in the Contract  
11 Documents, on the forms provided by the City.

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

18 16. CERTIFIED PAYROLL RECORDS. Contractor shall keep and cause  
19 each subcontractor to keep an accurate payroll record in accordance with Division 2,  
20 Part 7, Article 2 of the California Labor Code. Contractor's failure to furnish such record  
21 to City in the manner provided herein for notices shall entitle City to withhold the penalty  
22 prescribed by law from progress payments due to Contractor.

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

1 the City whole or pay, then City may do so and the cost and expense of doing so shall be  
2 deducted from the amount due Contractor from City hereunder.

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

6 19. TAXES AND TAX REPORTING. As required by federal and state law,  
7 City is obligated to report the payment of compensation to Contractor on Form 1099-Misc.  
8 and Contractor acknowledges that Contractor is not entitled to payment under this Contract  
9 until it has provided its Employer's Identification Number to the City. Contractor shall be  
10 solely responsible for payment of all federal and state taxes resulting from payments under  
11 this Contract. Contractor shall cooperate with the City in all matters relating to taxation and  
12 the collection of taxes, particularly with respect to the self-accrual of use tax.

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

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

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

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

Robert E. Shannon  
City Attorney of Long Beach  
333 West Ocean Boulevard  
Long Beach, California 90802-4664  
Telephone (562) 570-2200

1           24. SUBCONTRACTORS. Contractor agrees to and shall bind every  
2 subcontractor to the terms of this Contract provided, however, that nothing herein shall  
3 create any obligation on the part of City to pay any subcontractor except in accordance  
4 with a court order in an action to foreclose a stop notice. Failure of Contractor to comply  
5 with this Section shall be deemed a material breach of this Contract. Contractor shall  
6 submit a list of subcontractor(s) in compliance with Public Contract Code Sections 4100  
7 et seq. on the form attached hereto as Exhibit "C" and incorporated herein by this  
8 reference, for each Work Order.

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

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

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

20           28. COSTS. If there is any legal proceeding between the parties to enforce  
21 or interpret this Contract or to protect or establish any rights or remedies hereunder, the  
22 prevailing party shall be entitled to its costs and expenses, including reasonable attorney's  
23 fees.

24           29. NONDISCRIMINATION. In connection with performance of this Contract  
25 and subject to applicable rules and regulations, Contractor shall not discriminate against  
26 any employee or applicant for employment on the basis of race, religion, national origin,  
27 color, age, sex, sexual orientation, AIDS, AIDS related condition, handicap, disability, or  
28 Vietnam Era veteran status. Contractor shall ensure that applicants are employed, and

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1 that employees are treated during their employment without regard to these bases. Such  
2 actions shall include but not be limited to employment, upgrading, demotion, transfer,  
3 recruitment, layoff, termination, rates of pay and selection for training. It is the policy of the  
4 City to encourage the participation of Disadvantaged, Minority and Women-owned  
5 Business Enterprises and the City encourages Contractor to use its best efforts to carry out  
6 this policy in the award of all subcontracts.

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

17 IN WITNESS WHEREOF, the parties have caused this document to be duly

18 //  
19 //  
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21 //  
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25 //  
26 //  
27 //  
28 //



1 executed with all formalities required by law as of the date first stated above.

2 MTM CONSTRUCTION, INC., a California  
3 corporation

4 \_\_\_\_\_, 2005

By [Signature]  
President

HOWARD LEE

(Type or Print Name)

5 \_\_\_\_\_, 2005

By [Signature]  
Secretary

Stella H Nam

(Type or Print Name)

"Contractor"

CITY OF LONG BEACH, a municipal corporation

10 3.21., 2005

By [Signature]  
City Manager

"City"

This Contract is approved as to form on 3/17, 2005.

ROBERT E. SHANNON, City Attorney

By [Signature]  
Senior Deputy

Robert E. Shannon  
City Attorney of Long Beach  
333 West Ocean Boulevard  
Long Beach, California 90802-4664  
Telephone (562) 570-2200

# Exhibit "A"

**JOC 4 BID**

BIDDER'S NAME: UTM CONSTRUCTION, INC.

# IMPORTANT

## READ CAREFULLY BEFORE MAKING OUT YOUR BID INSTRUCTIONS TO BIDDERS

Do not remove any documents from, or add any documents to, this file. Any such removal or addition may invalidate your Bid.

DO NOT MAKE ANY ALTERATIONS OF ANY KIND IN THE BID FORM. FILL OUT COMPLETELY ALL BLANK SPACES. LINE OUT NONAPPLICABLE BLANKS. INCOMPLETE FORM MAY INVALIDATE BID. THE CITY RESERVES THE RIGHT TO WAIVE ANY INFORMALITIES OR TO REJECT ANY OR ALL BIDS OR TO ACCEPT ANY ALTERNATIVES WHEN CALLED FOR.

Department of Public Works, Project Management Division  
9th Floor City Hall, 333 W. Ocean Boulevard  
City of Long Beach, California 90802

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 Factors. The Contractor bids two Adjustment Factors each of which will be applied against the prices set forth in the Construction Task Catalog. These Adjustment Factors will be used to price Work Orders by multiplying the Adjustment Factor by the unit prices and quantities for specific Work Order.
- II. Base Period. Twelve (12) months from after Contract Award or expenditure of the maximum value of the Contract, whichever occurs first.

Line 1- Unit work requirements to be performed during Normal Working Hours as ordered by the City in individual Work Orders against the Contract.

1. 0.7000  
Utilize four decimal places

ZERO POINT SEVEN ZERO ZERO ZERO  
bid for normal working hours - in words

Line 2- Unit work requirements to be performed during Other Than Normal Working Hours as ordered by the City in individual Work Orders against the Contract. Note: Line 2 cannot be less than Line 1.

2. 0.7000  
Utilize four decimal places

ZERO POINT SEVEN ZERO ZERO ZERO  
bid for other than normal working hours - in words

### AWARD FORMULA

Line 1: Normal Working Hours Adjustment Factor

0.7000

Line 2: Multiply Line 1 by .80

0.5600

Line 3: Other Than Normal Working Hours Adjustment Factor

0.7000

Line 4: Multiply Line 3 by .20

0.1400

Line 5: Summation of lines 2, 4 (composite Bid Factor)

0.7000



The undersigned Bidder offers to perform the Job Order Contract referred to above, pursuant to the Adjustment Factors contained on this Bid, and agrees that if the Contract is awarded to the bidder, then the bidder will be bound thereby upon such Award.

I (We) further certify that on 11/24, 2004, License No. 659142

license classification(s) A, B, HIC

was issued to me(us), in the name of MTM CONSTRUCTION, INC, by the Contractors' State License Board, pursuant to California Statutes of 1929, as amended, and that said license has not been revoked. A copy of said license is attached hereto.

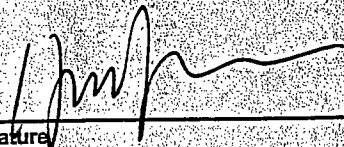
Date signed 11/24, 2004 Respectfully submitted,

Place HACIENDA HEIGHTS, CA  
City and State

MTM CONSTRUCTION, INC  
Firm Name (if applicable)

Bidder's address and telephone:

2211 HACIENDA BLVD #116  
Number and Street

  
Signature

HACIENDA HEIGHTS, CA 91745  
City and State

PRESIDENT  
Title

626-934-1112  
Telephone

\_\_\_\_\_  
Signature

Check where applicable:

- An individual
- A Corporation. Give State of Incorporation CA
- A partnership
- A joint venture
- Limited liability Company Give State of registration \_\_\_\_\_

If a partnership or joint venture, list names of partners or joint venturers same below.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

- Limited
- General

Each Bid shall be accompanied either by a certified check or bank draft payable to the City of Long Beach, and drawn on a solvent bank of the United States of America, or by a bidder's bond in an amount \$25,000.00. In the event a bidder's bond is submitted, such bond must be on the form contained in this Document.

Certified checks or bank drafts accompanying all Bids will be retained by the City until an award of contract has been made. Checks or bank drafts submitted with the Bid of the bidder to whom an award of contract is made, and with the next higher Bid, will be retained until a contract has been executed.

Each bidder shall guarantee its Bid for a period of 90 calendar days following the opening of Bids. If, within 90 calendar days following the opening of Bids, the City has not awarded a contract for the work, then the bidder may, upon request, withdraw its Bid without forfeiture of Bid security.

Each bidder shall record on its Bid the number and termination dates of all necessary licenses. A valid state license, sufficient to qualify the bidder to perform as prime contractor, is a pre-requisite for award of contract. Necessary City licenses may be secured after the Bids are opened, but prior to executing the contract.

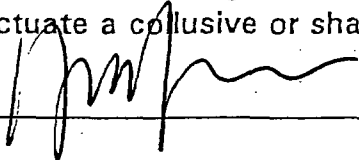
It is absolutely essential that your Bid be properly signed.

All bids must be sealed within the self-addressed envelope provided, and filed in the office of the City Clerk on the street level of the Long Beach City Hall at the Long Beach Civic Center, 333 West Ocean Boulevard, Long Beach, California 90802.

NONCOLLUSION AFFIDAVIT TO BE EXECUTED  
BY BIDDER AND SUBMITTED WITH BID

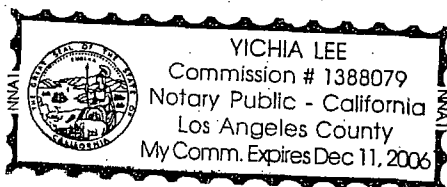
State of California }  
County of LOS ANGELES } ss.

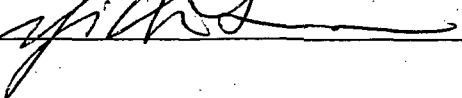
(1) HOWARD LEE, being first duly sworn, deposes and says that he or she is (2) PRESIDENT of (3) MTM CONSTRUCTION, INC. the party making the foregoing bid that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

(4) 

Subscribed and sworn to before me on 11-23-2004.

Notary Seal



(5) 

- (1) Name of person signing on behalf of Contractor (must be authorized to sign contracts)
- (2) Title
- (3) Name of Contractor
- (4) Signature of Contractor
- (5) Signature of Notary

# ADDENDA ACKNOWLEDGMENT / SIGNATURE PAGE

If Bidder is an individual, his/her signature shall be set forth below. If the Bidder is a joint venture, the name of the joint venture shall be set forth below, with the signature of an authorized representative of each venturer. If the Bidder is a partnership, the name of the partnership shall be set forth below, together with the signature of the general partner. If the Bidder is a limited liability company, the legal name of the company shall be set forth below, with the signature of a member or manager authorized to bind the company. If the Bidder is a corporation, the legal name of the corporation shall be set forth below, together with the signature of an officer of the corporation.

Is the Bidder a Minority-Owned or Woman-Owned Business Enterprise?  Yes  No  
(Please check one or both, if applicable). (Circle One)

Woman-Owned

Minority-Owned

Which Racial Minority?

KOREAN

This information will be used for statistical analysis only. The contract will be awarded to the lowest responsible bidder.

Bidder hereby acknowledges receipt of Addendum No.

1 2 3 4 5 6

(Initial above all appropriate numbers)

Respectfully submitted,

MTM CONSTRUCTION, INC.  
Legal Name of Company

By

Signature

HOWARD LEE / PRESIDENT  
Print Name / Title

Individual

Joint Venture

Partnership (General)

Names of Other General Partners

Partnership (Limited)

Names of Other Partners

Limited Liability Company

Corporation

Incorporated Under the Laws of the State of CA

Business Address

2211 HACIENDA BLVD. #116

(Actual Address - Do NOT list a post office box)

HACIENDA HEIGHTS, CA, 91745

Business Telephone (626) 934-1112

Fax Telephone (626) 934-1113

Under Chapter 9 of Division 3 of the Business and Professions Code, (Contractors' License Law), of the State of California, the undersigned has been issued a Class A, B, HIC license, Number 659142; license termination date is 4/30, 2006.

Contractor's Employer Identification Number or Social Security # is [REDACTED]

Under Chapter 1, Article VI, Municipal Code of the City of Long Beach, the undersigned has been issued license number 659142; license termination date is 4/30, 2006



Contractor directs the City's attention to Continuous Bidder's Bond (CBB) # CC-LM-C, on file in the office of the City Clerk of the City of Long Beach. If a CBB is not on file, please accept the bidder's bond listed below:

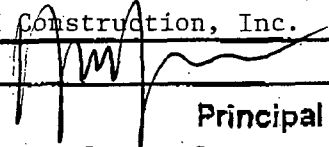
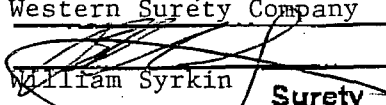
**CITY OF LONG BEACH BIDDER'S BOND**

KNOW ALL MEN BY THESE PRESENTS: That we, MTM Construction, Inc., as Principal, and Western Surety Company, a corporation, organized and existing under and by virtue of the laws of the State of South Dakota, with its principal place of business in the City of Sioux Falls, State of South Dakota, with a paid up capital of not less than Two Hundred Fifty Thousand Dollars (\$250,000.00), incorporated, as aforesaid, for the purpose of making, guaranteeing or becoming a surety upon bonds and undertakings required or authorized by law, and having heretofore complied with all of the requirements of law of the State of California regulating the formation or admission of such corporation to transact business in this State, as Surety, are held firmly bound unto the City of Long Beach, a municipal corporation, organized under the laws of the State of California, and situated in the County of Los Angeles, in the sum of

Twenty Five Thousand and no/100 Dollars (\$ 25,000.00 ) lawful money of the United States of America, for the payment whereof the Principal and sureties bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

The condition of the above obligation is such that:

If the bid of said Principal shall be accepted by the City of Long Beach and the contract for delivery of goods, materials, equipment or supplies, or for the furnishing of services, materials, supplies, labor and performing work, all as specified in the Specifications, notice inviting bids, and bid is awarded to the Principal, and if principal shall execute and submit all contract documents and insurance within fifteen (15) calendar days after delivery of them to Principal, and if Principal shall, in connection with said contract, furnish and deliver to the City of Long Beach a good and sufficient faithful performance bond, if required in the notice inviting bids, and a good and sufficient labor and material (payment) bond, if required in the notice inviting bids, with surety or sureties, then this obligation shall be void; otherwise it shall remain in full force and effect.

MTM Construction, Inc.  
  
Principal  
Western Surety Company  
  
William Syrkin Surety Attorney-in-Fact  
Dated: 11/18/04

The bond shall be signed by both parties and all signatures shall be notarized.

**USE OF A NON-CITY OF LONG BEACH BID BOND MAY BE CAUSE FOR REJECTION**

STATE OF California  
COUNTY OF Orange } SS.

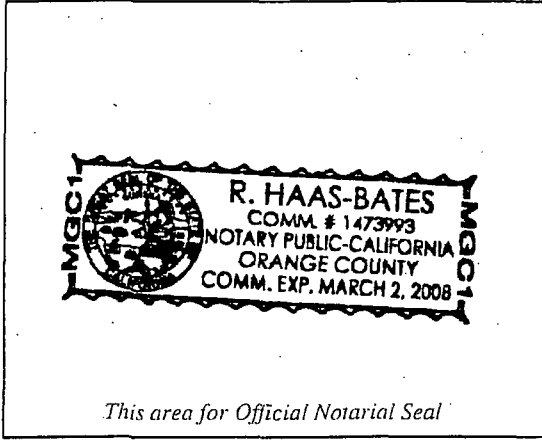
On 11/18/04, before me, R. Haas-Bates, Notary Public

PERSONALLY APPEARED William Syrkin

personally known to me (~~or upon the basis of my personal~~  
~~knowledge~~) 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.

WITNESS my hand and official seal.

Signature R. Haas-Bates



OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

- INDIVIDUAL
- CORPORATE OFFICER
- \_\_\_\_\_ TITLE(S)
- PARTNER(S)       LIMITED
- GENERAL
- ATTORNEY-IN-FACT
- TRUSTEE(S)
- GUARDIAN/CONSERVATOR
- OTHER: \_\_\_\_\_

SIGNER IS REPRESENTING:  
NAME OF PERSON(S) OR ENTITY(IES)  
\_\_\_\_\_  
\_\_\_\_\_

DESCRIPTION OF ATTACHED DOCUMENT

Bond  
\_\_\_\_\_  
TITLE OF TYPE OF DOCUMENT

\_\_\_\_\_  
NUMBER OF PAGES

\_\_\_\_\_  
DATE OF DOCUMENT

\_\_\_\_\_  
SIGNER(S) OTHER THAN NAMED ABOVE

# Western Surety Company

## POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

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

**Cloe Bierman, William Syrkin, Sergio D Bechara, Individually**

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

**- In Unlimited Amounts -**

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

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

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Senior Vice President and its corporate seal to be hereto affixed on this 3rd day of November, 2003.

WESTERN SURETY COMPANY



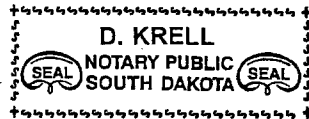
*Paul T. Bruflat*

Paul T. Bruflat, Senior Vice President

State of South Dakota }  
County of Minnehaha } ss

On this 3rd day of November, 2003, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Senior Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires  
November 30, 2006



*D. Krell*

D. Krell, Notary Public

### CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 18th day of November, 2004.



WESTERN SURETY COMPANY

*L. Nelson*

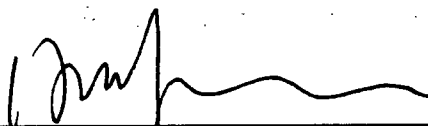
L. Nelson, Assistant Secretary



**SECTION 3 ACTION PLAN  
MTM CONSTRUCTION, INC.**

**(JOB ORDER CONTRACT #4)**

**(11/24/04)**

A handwritten signature in black ink, appearing to be "J. M. [unclear]", written over a horizontal line.

**Company Executive (Signature)**

**11.24.04**  
**(Date)**

**MTM CONSTRUCTION, INC.  
SECTION 3 ACTION PLAN**

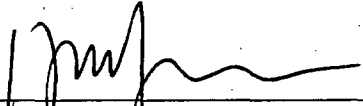
The **MTM Construction, Inc.** is an equal opportunity employer and is committed to an active Section 3 Action Plan. **MTM Construction, Inc.** is committed to equal opportunity in recruitment, hiring, advancements, transfers, training, compensation, benefits, contracting, procurement and all other employment practices of the company and is implemented regardless of race, color, ancestry, national origin, religious creed, sex (pregnancy, childbirth, or related medical condition), disability (including HIV & AIDS), medical condition (cancer related), mental disability, age, Vietnam veteran status, disabled veteran status, marital status, and family care leave.

**MTM Construction, Inc.** shall maintain this Section 3 Action Plan throughout the construction of **(Job Order Contract #4)** for the City of Long Beach. The objective of this Section 3 Action Plan is to comply, to the greatest extent feasible, with the requirements of 24 CFR Part 135 and wherever possible, to actively recruit, and consider for employment, low/very low income Long Beach residents and Section 3 businesses.


Furthermore, **MTM Construction, Inc.** will provide written verification of best faith efforts to achieve the Section 3 hiring and business participation goals and objectives. **MTM Construction, Inc.** will provide accurate workforce projections to include an outreach plan to meet the hiring projections.

**MTM Construction, Inc.** will ensure that subcontractors working on the **(Job Order Contract #4)** shall comply with this Section 3 Action Plan and provide all required Section 3 documentation. Howard Lee, (the company's Chief Executive Officer), is accountable for the implementation of this Section 3 Action Plan. John Moon, (Human Resources Director, Project Manager, or other designate), has been designated as the company's representative for Section 3 compliance. She/he is responsible for monitoring the company's Section 3 reporting requirements.

All required posters and information explaining and promoting Employment Opportunities, apprenticeship and training opportunities offered by the City of Long Beach, and a copy of this Section 3 Action Plan statement will be displayed at the project site.

  
\_\_\_\_\_  
President (or CEO)

11.24.04  
Date

  
\_\_\_\_\_  
Section 3 Compliance Officer

11/24/04  
Date

## I. DISSEMINATION OF SECTION 3 ACTION PLAN INFORMATION

To ensure that all employees, applicants for employment, and the public are aware of **MTM Construction, Inc.** plan for meeting the City of Long Beach's Section 3 requirements for the \_\_\_\_\_ **Job Order Contract #4** and its commitment to Section 3 hiring of low/very low income individuals and businesses, the following steps have been implemented:

### A. INTERNAL DISSEMINATION

1. **MTM Construction, Inc.** Section 3 Statement has been made available to all employees associated with the project. A discussion of the company's Section 3 Action Plan is included in the orientation procedures for all new employees.
2. **MTM Construction, Inc.** Section 3 Action Plan and Section 3 posters have been placed on work place bulletin boards that are readily accessible to all employees and employment applicants.
3. A copy of **MTM Construction, Inc.** Section 3 Action Plan is available for review, upon request, through the designated Compliance Officer.

### B. EXTERNAL DISSEMINATION

1. City of Long Beach recruitment sources (including local news media and unions with whom collective bargaining agreements have been established) utilized by the company, as well as other organizations that serve low/very low income individuals and businesses, will be informed orally and in writing of **MTM Construction, Inc.** Section 3 Action (See resource list in Section 3 Contractors Guide). These sources will be requested to recruit and refer low/very low-income individuals and businesses for appropriate job/subcontract opportunities.
2. **MTM Construction, Inc.** Section 3 Action Plan will be referenced in all of the company's recruitment literature for the **(Job Order Contract #4)**.
3. Section 3 requirements of 49 CFR Part 135 will be included in appropriate purchase orders and subcontracts.
4. **MTM Construction, Inc.** will maintain information related to apprenticeship and training opportunities administered by the City of Long Beach and disseminate to job seekers, when necessary.
5. **MTM Construction, Inc.** will post the "Notice of Employment Opportunity" in several languages, in a prominent location at the job site. Also recruitment flyers will be distributed in and around the immediate project area and other HUD housing locations.

## II. IMPLEMENTATION RESPONSIBILITY

**John Moon** \_\_\_\_\_, (Project Manager or other designee), has been appointed as the company's Section 3 Compliance Officer and has been assigned responsibility for the coordination and implementation of the company's Section 3 Action Plan. This officer has been given the necessary support, staffing and resources to execute this assignment. The Section 3 Compliance Officer responsibilities include, but are not limited to, the following:

- Ensuring that **MTM Construction, Inc.** Section 3 Action Program is effectively implemented for the (**Job Order Contract #4**) through internal and external communication techniques.
- Maintain proactive interface with local community based organizations, community action groups, and community service programs that assist low/very low income individuals and businesses;
- Monitoring the effectiveness of the Section 3 Action Plan to determine if low/very low-income individuals and businesses are given a full opportunity for employment and training.
- Prepare and maintain all efforts made by **MTM Construction, Inc.** and subcontractors to recruit, hire, and train Section 3 residents and Section 3 businesses.
- Monitor subcontractors' compliance with all Section 3 requirements.
- Submit all required Section 3 information and documentation to the City of Long Beach (or designee) in a timely manner for compliance reviews.
- Serve as the liaison with the City of Long Beach (or designee) concerning Section 3 requirements and compliance.

## III. REPORTING

**MTM Construction, Inc.** shall submit to the City of Long Beach (or designee) all required reports and forms related to Section 3 requirements. These reports and forms include, but are not limited to the following:

- Section 3 Employee Information Forms
- Section 3 New Hire Tracking Forms
- Section 3 Business Information Forms
- Section 3 Business Tracking Forms
- Section 3 Apprentice Request Forms
- Certified Payrolls (Monthly at minimum)



#### IV. ADDITIONAL REQUIREMENTS

During the performance of the (Job Order Contract #4), **MTM Construction, Inc.** shall not utilize any subcontractor that has been found in violation of Section 3 requirements or otherwise debarred from federally assisted projects.

#### V. SITE VISITS

**MTM Construction, Inc.** will provide open access to the City of Long Beach (or designee) for the purpose of conducting site-visits to review and confirm Section 3 compliance. Site visits shall include, but not be limited to the following:

- Interview employees
- Take written statements from employees
- Document observations
- Examine payroll records
- Review apprenticeship and training referral records
- Ensure that Section 3 posters are in place
- Review employment outreach efforts

  
\_\_\_\_\_  
Company Executive (Signature)

HOWARD LEE  
\_\_\_\_\_  
Print Name



# Exhibit "B"

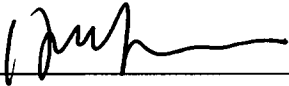
**WORKERS' COMPENSATION CERTIFICATION**

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 workers' compensation or to undertake self-insurance in accordance with said provisions before commencing the performance of the Work of this contract.

Contractor's Name:

MTM CONSTRUCTION, INC.

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



Title: PRESIDENT

Date: 1-25-05

# Exhibit "C"

# List of Subcontractors

Sub Contractor	TRADE	YRS W/ MTM	PROJECTS	CONTACT PERSON	
ATE	ABATEMENT	5	all projects	Jose Duenas	626-336-0094
D & G Assocites	GRADING ASPHALT	10	FS 89, PATRIOTIC HALL, RPV	Mr. Soong Lee	213-385-2352
FM Electric	ELECTRIC	12	DPW HQ	Mr. Park	909-630-6013
Juno Electric	ELECTRIC	4	FS 89 PATRIOTIC HALL, RPV	Mr. Jang	213-736-5860
Mega Air	HVAC	7	DPW HQ , VALINDA, RPV	Jae Bae	310-516-6233
Michi Floor	CARPET	3	all projects	Mike Michi	323-224-8108
Proteck	FIRE/SPRINKLERS	5	DPW HQ CAMP ROUTH, LADPW	Sam Lee	818-832-2743
Rey Crest	ROOFING	6	all projects	Tod Fritts	323-257-9329
S & D Construction	CONCRETE	9	FS 89, RPV, DPW HQ	Sam Ahn	213-385-8001
Se Chang	STEEL	4	DPW HQ	Mr. Koo	323-233-8366
SJ Construction	CARPENTRY	4	DPW HQ	Mr. Choi	714-943-6621

The above list includes only a few of the sub-contractors who have performed work for us in the recent months or who have continually worked with us. Please be advised that an additional list of subcontractors will be provided when specific scope of job is given.

**MTM Construction , Inc.**

2211 Hacienda Blvd. Suite # 116  
 Hacienda Heights, CA 91745  
 Tel: 626-934-1112 Fax: 626-934-1113

BOND FOR FAITHFUL PERFORMANCE

KNOW ALL MEN BY THESE PRESENTS: That we, MTM CONSTRUCTION, INC., as PRINCIPAL,  
and Western Surety Company, located at  
5820 Canoga Avenue, Suite 200, Woodland Hills, CA 91367

, a corporation, incorporated under the laws of the State of South Dakota admitted as a surety in the State of California and authorized to transact business in the State of California, as SURETY, are held and firmly bound unto the CITY OF LONG BEACH, CALIFORNIA, a municipal corporation, in the sum of One Million Dollars (\$ 1,000,000.00 ), 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 Contracting in the City of Long Beach 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 20th day of January, 2005.

MTM CONSTRUCTION, INC.

Western Surety Company  
SURETY, admitted in California

By: [Signature]  
Name: HOWARD USE  
Title: PRESIDENT

By: [Signature]  
Name: William Syzkin  
Title: Attorney-in-fact

By: [Signature]  
Name: Stella H Nam  
Title: vice-president

Telephone: (818) 713-2031

Approved as to form this 17th day of March, 2005.

Approved as to sufficiency this 1 day of April, 2005.

ROBERT E. SHANNON, City Attorney  
By: [Signature]  
Senior Deputy

By: [Signature]  
City Manager/City Engineer

NOTE: 1. Execution of this 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 and, if executed by a person not listed in Sec. 313, Calif. Corp. Code, then a certified copy of a resolution of its Board of Directors authorizing execution must be attached.

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

State of California }  
County of Los Angeles } ss.

On 3/4/05 before me, Jenny S. Kim  
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")  
personally appeared Stella H. Nam  
Name(s) of Signer(s)

personally known to me  
 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.

WITNESS my hand and official seal.

[Signature]  
Signature of Notary Public

**OPTIONAL**

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

**Description of Attached Document**

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

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

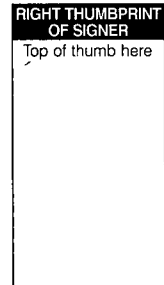
Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer**

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

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

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





**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

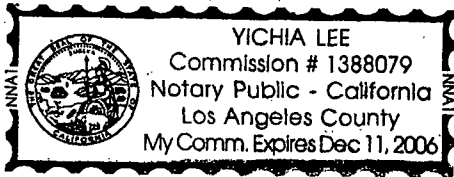
State of California

County of Los Angeles

On 1-25-2005 before me, Yichia Lee  
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared ARNARD LEE  
Name(s) of Signer(s)

personally known to me - OR -  approved 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.



WITNESS my hand and official seal.

[Signature]  
Signature of Notary Public

**OPTIONAL**

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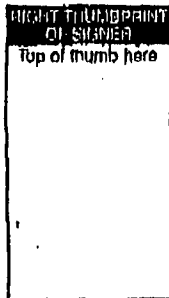
Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

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

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

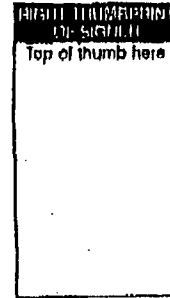
- Individual
- Corporate Officer  
Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_



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

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

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



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

LABOR AND MATERIAL BOND

KNOW ALL MEN BY THESE PRESENTS: That we, MTM CONSTRUCTION, INC., as PRINCIPAL, and Western Surety Company, located at 5820 Canoga Ave., #200, Woodland Hills, CA 91367, a corporation, incorporated under the laws of the State of South Dakota, admitted as a surety in the State of California, and authorized to transact business in the State of California, as SURETY, are held and firmly bound unto the CITY OF LONG BEACH, CALIFORNIA, a municipal corporation, in the sum of One Million Dollars (\$ 1,000,000.00 ), 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 Contracting in the City of Long Beach, California and 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 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 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 20th day of January, 2005.

MTM CONSTRUCTION, INC.

Western Surety Company  
SURETY, admitted in California

By: [Signature]  
Name: HOWARD LEE  
Title: PRESIDENT

By: [Signature]  
Name: William Syrkin  
Title: Attorney-in-fact  
Telephone: (818) 713-2031

By: [Signature]  
Name: Stella H Nam  
Title: Vice-president

Approved as to form this 17th day of March, 2005.

Approved as to sufficiency this 1 day of April, 2005.

ROBERT E. SHANNON, City Attorney  
By: [Signature]  
Senior Deputy

By: [Signature]  
City Manager/City Engineer

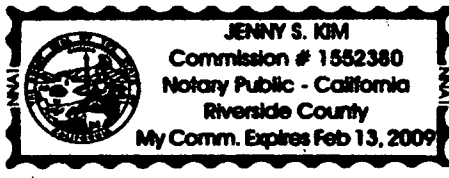
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State of California }  
County of Los Angeles } ss.

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Name(s) of Signer(s)

personally known to me  
 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.

WITNESS my hand and official seal.  
[Signature]  
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**OPTIONAL**

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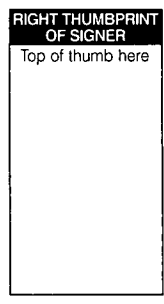
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Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_  
Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer**

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

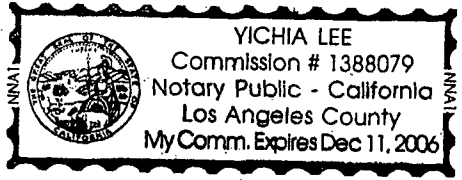
Signer Is Representing: \_\_\_\_\_



**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

State of California  
 County of Los Angeles  
 On 1-25-2005 before me, Yichia Lee  
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")  
 personally appeared Stanford Lee  
Name(s) of Signer(s)

personally known to me - OR -  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.



WITNESS my hand and official seal.

Yichia Lee  
Signature of Notary Public

**OPTIONAL**

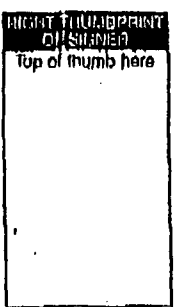
*Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.*

**Description of Attached Document**

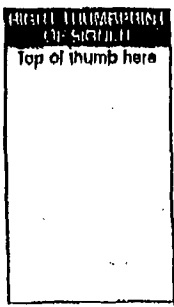
Title or Type of Document: \_\_\_\_\_  
 Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_  
 Signer(s) Other Than Named Above: \_\_\_\_\_

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

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



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



# Western Surety Company

## POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

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

**Cloe Bierman, William Syrkin, Sergio D Bechara, Individually**

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

**- In Unlimited Amounts -**

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

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

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Senior Vice President and its corporate seal to be hereto affixed on this 3rd day of November, 2003.

WESTERN SURETY COMPANY



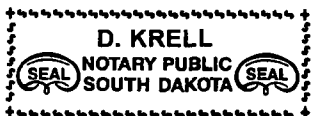
*Paul T. Bruflat*

Paul T. Bruflat, Senior Vice President

State of South Dakota }  
County of Minnehaha } ss

On this 3rd day of November, 2003, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Senior Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires  
November 30, 2006



*D. Krell*

D. Krell, Notary Public

### CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 20th day of January, 2005.

WESTERN SURETY COMPANY



*L. Nelson*

L. Nelson, Assistant Secretary

**Authorizing By-Law**

**ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY**

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

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

