

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

CONTRACT
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THIS CONTRACT is made and entered, in duplicate, as of August 23, 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 August 22, 2017, by and between JOHN S. MEEK COMPANY, INC., a California corporation ("Contractor"), whose address is 14732 So. Maple Avenue, Gardena, California 90248, and the CITY OF LONG BEACH, a municipal corporation ("City").

WHEREAS, pursuant to a Notice Inviting Bids for Leeway Pier, Dock, and Gondola Shed Structure Replacement in the City of Long Beach, California, dated May 12, 2017, and published by City, bids were received, publicly opened and declared on the date specified in said Notice; and

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

WHEREAS, the City Council authorized the City Manager to enter a contract with Contractor for the work described in Project Plans and Specifications No. R-7031;

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

1. SCOPE OF WORK. Contractor shall furnish all necessary labor, supervision, tools, materials, supplies, appliances, equipment and transportation for the work described in Project Plans and Specifications No. R-7031 for Leeway Pier, Dock, and Gondola Shed Structure Replacement in the City of Long Beach, California, said work to be performed according to the Contract Documents identified below. However, this Contract is intended to provide to City complete and finished work and, to that end, Contractor shall do everything necessary to complete the work, whether or not specifically described in the Contract Documents.

2. PRICE AND PAYMENT.

A. City shall pay to Contractor the amount(s) for materials and work identified in Contractor's Bid for Leeway Pier, Dock, and Gondola Shed

1 Structure Replacement in the City of Long Beach, California, attached hereto as
2 Exhibit "A"; provided, however, that the total compensation to Contractor shall not
3 exceed the maximum cumulative amount of Two Million Ninety-Nine Thousand
4 Eight Hundred Fifty-Nine Dollars (\$2,099,859) for the estimated quantities
5 established in the Bid, subject to additions or deductions as provided in the Contract
6 Documents.

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

10 3. CONTRACT DOCUMENTS.

11 A. The Contract Documents include: The Notice Inviting Bids,
12 Project Specifications No. R-7031 (which may include by reference the Standard
13 Specifications for Public Works Construction, latest edition, and any supplements
14 thereto, collectively the "Standard Specifications"); the City of Long Beach Standard
15 Plans; Project Drawing No. B-4654 for this work; the California Code of Regulations;
16 the various Uniform Codes applicable to trades; the prevailing wage rates;
17 Instructions to Bidders; the Bid; the bid security; the City of Long Beach
18 Disadvantaged, Minority and Women-Owned Business Enterprise Program; the
19 Citywide Project Labor Agreement; this Contract and all documents attached hereto
20 or referenced herein including but not limited to insurance; Bond for Faithful
21 Performance; Payment Bond; Notice to Proceed; Notice of Completion; any
22 addenda or change orders issued in accordance with the Standard Specifications;
23 any permits required and issued for the work; approved final design drawings and
24 documents; the Information Sheet; and the Letter of Assent. These Contract
25 Documents are incorporated herein by the above reference and form a part of this
26 Contract.

27 B. Notwithstanding Section 2-5.2 of the Standard Specifications,
28 if any conflict or inconsistency exists or develops among or between Contract

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

9 4. TIME FOR CONTRACT. Contractor shall commence work on a date
10 to be specified in a written Notice to Proceed from City and shall complete all work within
11 one hundred twenty (120) working days thereafter, subject to strikes, lockouts and events
12 beyond the control of Contractor. Time is of the essence hereunder. City will suffer
13 damage if the work is not completed within the time stated, but those damages would be
14 difficult or impractical to determine. So, Contractor shall pay to City, as liquidated
15 damages, the amount stated in the Contract Documents.

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

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

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

1 been first agreed upon, in writing, by the parties hereto.

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

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

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

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

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

26 12. COORDINATION WITH GOVERNMENTAL REGULATIONS.

27 A. If the work is terminated pursuant to an order of any Federal or
28 State authority, Contractor shall accept as full and complete compensation under

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

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

14 13. NOTICES.

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

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

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

1 bond, in the form attached hereto and in the amount specified therein, conditioned upon
2 the payment of all labor and material claims incurred in connection with this Contract.

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

9 16. CERTIFIED PAYROLL RECORDS.

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

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

28 C. The foregoing is in addition to, and not in lieu of, any other

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requirements or obligations established and imposed by any department of the City with regard to submission and retention of certified payroll records for Contractor and subcontractors.

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

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

19. TAXES AND TAX REPORTING.

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

B. Contractor shall cooperate with City in all matters relating to taxation and the collection of taxes, particularly with respect to the self-accrual of use tax. Contractor shall cooperate as follows: (i) for all leases and purchases of materials, equipment, supplies, or other tangible personal property totaling over \$100,000 shipped from outside California, a qualified Contractor shall complete and

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

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

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

26 E. Contractor shall not be entitled to and by signing this Contract
27 waives any claim or damages for delay against City if Contractor does not timely
28 submit these forms to the appropriate governmental entity. Contractor may contact

1 the City Controller at (562) 570-6450 for assistance with the form.

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

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

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

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

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

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

1 shall not be deemed compliance with or a waiver of any requirements of the Contract
2 Documents.

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

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

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

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

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

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

1 Long Beach Business Services Division at 562-570-6200.”

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

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

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

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

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

28 31. DEFAULT. Default shall include but not be limited to Contractor’s

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

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

13 JOHN S. MEEK COMPANY, INC., a
14 California corporation
15 8/30/17, 2017 By [Signature]
16 Name John S. Meek
17 Title President
18 8/30/17, 2017 By [Signature]
19 Name John S. Meek
20 Title Secretary

21 "Contractor"
22 CITY OF LONG BEACH, a municipal
23 corporation
24 By [Signature] EXECUTED PURSUANT
25 TO SECTION 301 OF
26 THE CITY CHARTER.
27 City Manager
28 "City" Tom Modica
Assistant City Manager

25 This Contract is approved as to form on 9/6, 2017.

26 CHARLES PARKIN, City Attorney
27 By [Signature]
28 Deputy

UNANIMOUS ACTION BY WRITTEN CONSENT
OF THE BOARD OF DIRECTORS OF
JOHN S. MEEK COMPANY, INC.

The undersigned, as sole member of the Board of Directors of JOHN S. MEEK COMPANY, INC., a California corporation, and being the only member of such Board as presently constituted, does by this writing consent to take the following actions and adopt the following resolutions effective the 6th day of March, 2013:

RESOLVED, that the following person(s) are hereby elected to serve as Officers of the corporation for the ensuing year or until their successors shall be duly elected and qualified:

JOHN S. MEEK - Chief Executive Officer/President,
Chief Financial Officer, and
Secretary

RESOLVED FURTHER, that the services of all of the Officers are vital to the continuing progress and growth of the corporation; that the salaries paid to the Officers shall remain in effect until the next annual meeting of this Board, or as this Board may from time to time determine; that the salaries and bonuses paid to the Officers during 2012 are hereby ratified and approved; and that the salaries and bonuses paid to the Officers of this corporation are comparable to the pay similar jobs would yield in the current job market.

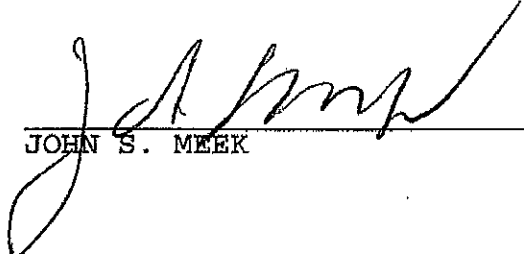
RESOLVED FURTHER, that the corporation is hereby authorized to pay the corporation's General Manager, James Jilk, a bonus (if any) calculated in the same manner as in previous years, the exact amount of which shall be determined by the corporation's President

after the corporation's accountants have determined the net profits (if any) for 2012. Any action or actions previously taken by the President of the corporation in this regard are hereby ratified and approved.

RESOLVED FURTHER, this corporation being a Subchapter S corporation, all distributions to shareholders made by the corporation during the preceding year are hereby ratified and approved.

RESOLVED FURTHER, that all other acts of the Officers and Directors of the corporation taken on behalf of the corporation during the preceding year be, and they hereby are in all respects, ratified and confirmed, with the same effect as though set forth in detail in formal minutes of the Board of Directors.

This action is taken in lieu of the regular annual meeting of the Board of Directors of the corporation, and is executed pursuant to the provisions of Section 307(b) of the California Corporations Code and Article III, Section 13 of the Bylaws of the corporation, which authorize the taking of action by the directors of the corporation without a meeting. This document is directed to be filed with the minutes of the proceedings of the corporation.



JOHN S. MEEK

Exhibit A

Awarded: Base Bid

BIDDER'S NAME: John S. Meek Company, Inc.

**BID TO THE CITY OF LONG BEACH
LEEWAY SAILING PIER, DOCK AND SHED STRUCTURAL REBUILD**

In accordance with the Notice Inviting Bids for this Work in the City of Long Beach, California, to be opened on **Date, at 11:00 AM**, we offer to furnish all necessary labor, tools, materials, appliances and equipment for and perform all Work mentioned in the Notice Inviting Bids, in full compliance with Plans (Drawing Set No. B-4654) and Specification No. R-7031 at the prices listed below.

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

The basis for determination of the low, responsive bid is the sum of the Total Amount Bid.

Notes:

1. Items designated(s) are specialty items in accordance with the Standard Specifications for Public Works Section 2-3.2.

BID ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE (IN FIGURES)	ITEM TOTAL (IN FIGURES)
1.	Bonds and insurance	1	LS	22,900 ⁰⁰	22,900 ⁰⁰
2.	Temporary construction fencing & graphic signage and traffic control	1	LS	34,800 ⁰⁰	34,800 ⁰⁰
3.	BMP implementation & maintenance	1	LS	27,730 ⁰⁰	27,730 ⁰⁰
4.	Demolition	1	LS	107,620 ⁰⁰	107,620 ⁰⁰
5.	Furnish and install 16 inch round timber pier pile	4	EA	7,200 ⁰⁰	28,800 ⁰⁰
6.	Furnish and install 18 inch square pre-stressed concrete pier pile(s)	15	EA	9,560 ⁰⁰	143,400 ⁰⁰

BID ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE (IN FIGURES)	ITEM TOTAL (IN FIGURES)
7.	Furnish 16 inch round pre-stressed concrete guide pile(s)	1	EA	14,800 ⁰⁰	14,800 ⁰⁰
8.	Existing concrete pile build up at floating dock	4	EA	2,490 ⁰⁰	9,960 ⁰⁰
9.	Above water sound curtain for pile driving	20	EA	500 ⁰⁰	10,000 ⁰⁰
10.	Timber pier	329	SF	120 ⁰⁰	39,480 ⁰⁰
11.	Concrete pier	1,193	SF	276 ⁰⁰	329,268 ⁰⁰
12.	Stair access to beach from concrete pier including timber steps, timber beams, stainless steel railings, concrete foundation, connections, etc.	2	EA	39,950 ⁰⁰	79,900 ⁰⁰
13.	Pier stainless steel wire railing	231	LF	624 ⁰⁰	144,144 ⁰⁰
14.	Furnish and install new timber dock system and its accessories(s)	2,094	SF	85 ⁵⁰	179,037 ⁰⁰
15.	Furnish and install new 80 ADA gangway with LED lighting(s)	1	EA	54,400 ⁰⁰	54,400 ⁰⁰
16.	Furnish and install gondola shed structure per drawings and specifications	1	LS	209,850 ⁰⁰	209,850 ⁰⁰
17.	Re-decking outside existing building area	1300	SF	16 ⁹⁰	21,970 ⁰⁰

BID ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE (IN FIGURES)	ITEM TOTAL (IN FIGURES)
18.	Furnish and install domestic water distribution system, fire water distribution system and sewer line per drawings and specifications	1	LS	196,000 ⁰⁰	196,000 ⁰⁰
19.	Furnish and install electrical distribution system for the project per drawings and specifications	1	LS	355,800 ⁰⁰	355,800 ⁰⁰

SUBTOTAL ITEMS 1-19: 2,009,859⁰⁰ ~~2,009,859⁰⁰~~

20.	MOBILIZATION AND DEMOBILIZATION (Not to exceed 5% of sum of items 1-19)	1	LS	90,000 ⁰⁰	90,000 ⁰⁰
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TOTAL BASE BID (Subtotal Items 1-19 + Item 20) 2,099,859⁰⁰

We understand that these quantities are given solely for the purpose of facilitating the comparison of Bids, and that the Contractor's compensation will be computed based on actual quantities and unit bid price of completed work. The total compensation amount shall not exceed Total Base Bid Amount for all the work included in the Plans, specifications, addenda, regardless if the items of work or quantities are listed or not in the above schedule of values.

The following information will be used for statistical analysis only.

Is the Bidder a Disadvantaged Business (DBE)? No If yes, Certification No. _____
 Is the Bidder a Minority-Owned Business? No Which racial minority? _____
 Is the Bidder a Women-Owned Business? No _____
 Is the Bidder a certified Small Business? No If yes, Certification No. _____

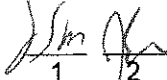
Where did your company first hear about this City of Long Beach Public Works project?

Planet Bids

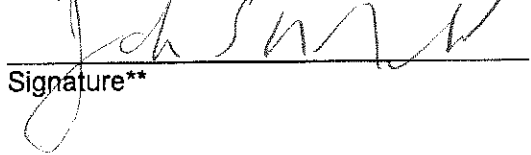
(Continued on next page)

ADDENDA

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


1 2 3 4 5 6 7
(Initial above all appropriate numbers)

Respectfully submitted,


Signature**

John S. Meek Company, Inc.
Legal Name of Company

John S. Meek, President
Print Name / Title

Names of Other General Partners

Names of Other Partners

California
State of Incorporation

State Where Registered as LLC
14732 So. Maple Avenue
Gardena CA 90248

Business Address (Actual Address – Not a
City of Long Beach Post Office Box)

(310) 830-6323 / (310) 835-2163
Telephone Number / Fax Number

709151
Contractor's License Number

jeremiah@johnsmEEK.com
Email Address

BU95040960
City of Long Beach Business License #

October 1, 2017
Business License Expiration Date

14732 So. Maple Avenue
Gardena CA 90248
Address on City Business License

1000002928
DIR Registration Number

(Continued on next page)

- If Bidder is an individual, set forth his/her signature.
- If Bidder is a joint venture, set forth the name of the joint venture with the signature of an authorized representative of each venture.
- If Bidder is a general partnership, set forth the signature of the general partner.
- If Bidder is a limited partnership, provide names of other partners.
- If Bidder is a limited liability company, set forth legal name of company with signature of a member or manager authorized to bind the company
- If the Bidder is a corporation, set forth the legal name of the corporation with the signature of an officer of the corporation.

Exhibit B

Workers Compensation Certificate

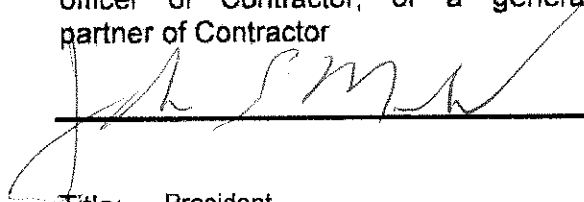
WORKERS' COMPENSATION CERTIFICATION

In accordance with California Labor Code Sections 1860 and 3700, I certify that I am aware of the provisions of Section 3700 which requires every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with said provisions before commencing the performance of the Work of this contract.

Contractor's Name:

John S. Meek Company, Inc. _____

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

 _____

Title: President _____

Date: June 26, 2017 _____

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: T10170132
- B. Name of Insurer (NOT Broker): Starstone National Insurance
- C. Address of Insurer: 1111 Third Ave., Suite 1450, Seattle WA 98101
- D. Telephone Number of Insurer: (206) 269-8500

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

- A. VIN (Vehicle Identification Number): Various
- B. Automobile Liability Insurance Policy Number: BAW (18) ⁵⁷⁷⁴⁴⁷⁴³ ~~559~~ JD
- C. Name of Insurer (NOT Broker): Liberty Mutual Insurance Company
- D. Address of Insurer: 25762 Network Place, Chicago, IL 60673
- E. Telephone Number of Insurer: 800-837-5254

3) Address of Property used to house workers on this Contract, if any: None

4) Estimated total number of workers to be employed on this Contract: 20

5) Estimated total wages to be paid those workers: \$225,000⁰⁰

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

(Describe schedule: For example, weekly or every other week or monthly)

7) Estimated total number of independent contractors to be used on this Contract: None

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	<u>Pestusak Plumbing Company</u>	Type of Work	<u>Plumbing</u>
Address	<u>1644 W 17th St.</u>		
City	<u>Long Beach</u>	Dollar Value of Subcontract	<u>\$ 169,500⁰⁰</u>
Phone No.	<u>562-437-3346</u>		
License No.	<u>570076</u>	DIR Registration No.	<u>1000008469</u>
Name	<u>Martin Bros.</u>	Type of Work	<u>Building, Framing, Drywall</u>
Address	<u>17104 S. Figueroa St.</u>		
City	<u>Gardena</u>	Dollar Value of Subcontract	<u>\$ 28,649⁰⁰</u>
Phone No.	<u>310-532-5335</u>		
License No.	<u>246274</u>	DIR Registration No.	<u>1000006679</u>
Name	<u>Innovative Door Solutions Inc.</u>	Type of Work	<u>Doors</u>
Address	<u>2780 Gundry Ave</u>		
City	<u>Signal Hill</u>	Dollar Value of Subcontract	<u>\$ 15,960⁰⁰</u>
Phone No.	<u>562-989-3800</u>		
License No.	<u>624500</u>	DIR Registration No.	<u>1000014939</u>
Name	<u>Cor-ray Painting Co. Inc.</u>	Type of Work	<u>Painting</u>
Address	<u>10114 Shoemaker Ave</u>		
City	<u>Santa Fe Springs, CA</u>	Dollar Value of Subcontract	<u>\$ 13,900⁰⁰ 16,900⁰⁰ JU</u>
Phone No.	<u>562-447-2573</u>		
License No.	<u>233474</u>	DIR Registration No.	<u>1000004748</u>
Name	<u>Harwood Construction Inc.</u>	Type of Work	<u>Translucent Panel System</u>
Address	<u>1695 Curtiss Court.</u>		
City	<u>La Verne</u>	Dollar Value of Subcontract	<u>\$ 56,000⁰⁰</u>
Phone No.	<u>909-593-6555</u>		
License No.	<u>561049</u>	DIR Registration No.	<u>1000001567</u>

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	<u>J&M Concrete Contractors</u>	Type of Work	<u>Textured Finish Concrete</u>
Address	<u>749 N. Poplar St.</u>		
City	<u>Orange</u>	Dollar Value of Subcontract	<u>\$ 14,500⁰⁰</u>
Phone No.	<u>714-978-2222</u>		
License No.	<u>242898</u>	DIR Registration No.	<u>1000005924</u>

Name	<u>Faith Electric</u>	Type of Work	<u>Electric</u>
Address	<u>407 W. Imperial Hwy</u>		
City	<u>Brea</u>	Dollar Value of Subcontract	<u>\$ 317,690⁰⁰</u>
Phone No.	<u>909-586-1709</u>		
License No.	<u>976648</u>	DIR Registration No.	<u>1000036550</u>

Name	<u>RR Leonard Co</u>	Type of Work	<u>Rebar</u>
Address	<u>10910 Shoemaker Ave.</u>		
City	<u>Santa Fe Springs</u>	Dollar Value of Subcontract	<u>\$ 21,855.</u>
Phone No.	<u>562-941-2288</u>		
License No.	<u>250779</u>	DIR Registration No.	<u>1000008892</u>

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

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

EXHIBIT “E”

Letter of Assent



14732 SO. MAPLE AVENUE
GARDENA, CA 90248
TEL: (310) 830-6323
FAX: (310) 835-2163
EMAIL: general@johnsmEEK.com

LETTER OF ASSENT

August 30, 2017

PLA Administrator
City of Long Beach
Department of Public Works
333 West Ocean Boulevard
Long Beach, CA 90802

Re: Project Labor Agreement – Letter of Assent
Leeway Pier, Dock and Gondola Shed Structure Replacement

Dear Sir,

This is to confirm the John S. Meek Company, Inc. agrees to be party to and bound by the City of Long Beach Project Labor Agreement No. 33859 effective August 30, 2017, as such Agreement may, from time to time, be amended by the negotiating parties or interpreted pursuant to its terms. Such obligation to be a party and bound by this Agreement shall extend to all work covered by the agreement undertaken by this Company on the project and this Company shall require all of its contractors and subcontractors of whatever tier to be similarly bound for all work within the scope of the Agreement by signing and furnishing to you an identical letter of assent prior to their commencement of work.

Sincerely,

John S. Meek Company, Inc.
14732 So. Maple Avenue
Gardena, CA 90248
(310) 830-6323 Office

By:



John S. Meek, President

cc:

Trades Council



APPENDIX “A”

**APPLICATION FOR
USE TAX DIRECT PAYMENT PERMIT**

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

SECTION I - BUSINESS INFORMATION

NAME OF BUSINESS OR GOVERNMENTAL ENTITY	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, JOHN S. MEEK COMPANY, INC., a California corporation, as PRINCIPAL, and SureTec Insurance Company, located at 1330 Post Oak Blvd., Suite 1100, Houston, TX 77056, a corporation, incorporated under the laws of the State of Texas, 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 NINETY-NINE THOUSAND EIGHT HUNDRED FIFTY-NINE DOLLARS (\$2,099,859), 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 Leeway Pier, Dock, and Gondola Shed Structure Replacement 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 29th day of August, 2017.

JOHN S. MEEK COMPANY, INC., a California corporation

By: [Signature]

Name: John S. Meek

Title: President

By: [Signature]

Name: John S. Meek

Title: Secretary

SureTec Insurance Company

SURETY, admitted in California

By: [Signature]

Name: Erik Johansson

Title: Attorney-in-Fact

Telephone: (714) 505-7011

Approved as to form this 6th day of September 2017.

CHARLES PARKIN, City Attorney

By: [Signature] Deputy City Attorney

Approved as to sufficiency this 5th day of September 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.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

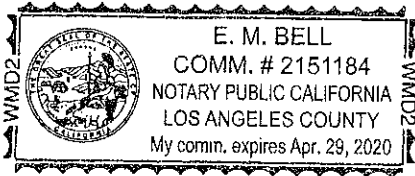
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Orange)

On AUG 29 2017 before me, E. M. Bell, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Erik Johansson
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: _____

SureTec Insurance Company

LIMITED POWER OF ATTORNEY

Know All Men by These Presents, That SURETEC INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Texas, and having its principal office in Houston, Harris County, Texas, does by these presents make, constitute and appoint

Melissa Lopez, Ellen Bell, Frances Lefler, Erik Johansson, Jennifer C. Anaya, James W. Johnson,
Kevin S. Bogart, Scott M. Milne

its true and lawful Attorney-in-fact, 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 waivers to the conditions of contracts and consents of surety for, providing the bond penalty does not exceed

Five Million and 00/100 Dollars (\$5,000,000.00)

and to bind the Company thereby as fully and to the same extent as if such bond were signed by the President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney-in-Fact may do in the premises. Said appointment shall continue in force until 12/31/2019 and is made under and by authority of the following resolutions of the Board of Directors of the SureTec Insurance Company:

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 of behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings 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. (Adopted at a meeting held on 20th of April, 1999.)

In Witness Whereof, SURETEC INSURANCE COMPANY has caused these presents to be signed by its President, and its corporate seal to be hereto affixed this 25th day of July, A.D. 2017.

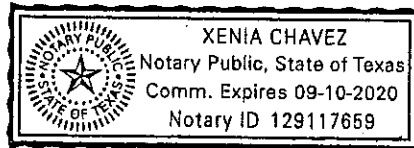


SURETEC INSURANCE COMPANY

By: [Signature]
John Knox Jr., President

State of Texas ss:
County of Harris

On this 25th day of July, A.D. 2017 before me personally came John Knox Jr., to me known, who, being by me duly sworn, did depose and say, that he resides in Houston, Texas, that he is President of SURETEC INSURANCE COMPANY, the company described in and which executed the above instrument; that he knows the seal of said Company; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Company; and that he signed his name thereto by like order.



[Signature]
Xenia Chavez, Notary Public
My commission expires September 10, 2020

I, M. Brent Beaty, Assistant Secretary of SURETEC INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Company, which is still in full force and effect; and furthermore, the resolutions of the Board of Directors, set out in the Power of Attorney are in full force and effect.

Given under my hand and the seal of said Company at Houston, Texas this 29 day of AUG 29 2017, A.D.

[Signature]
M. Brent Beaty, Assistant Secretary

Any instrument issued in excess of the penalty stated above is totally void and without any validity.
For verification of the authority of this power you may call (713) 812-0800 any business day between 8:00 am and 5:00 pm CST.

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.

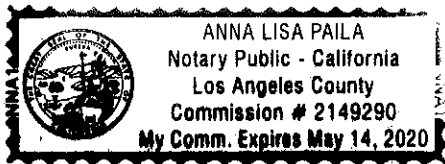
State of California)
County of Los Angeles)

On August 30, 2017 before me, Anna Lisa Paila, Notary Public
Date Here Insert Name and Title of the Officer
personally appeared John S. Meek
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: John S. Meek

Corporate Officer — Title(s): President

Partner — Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer Is Representing: John S. Meek Company, Inc.

Signer's Name: John S. Meek

Corporate Officer — Title(s): Secretary

Partner — Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer Is Representing: John S. Meek Company, Inc.

LABOR AND MATERIAL BOND

Bond No. 5236902
Premium: Included in
Performance Bond

KNOW ALL MEN BY THESE PRESENTS: That we, JOHN S. MEEK COMPANY, INC., a California corporation, as PRINCIPAL, and SureTec Insurance Company, located at 1330 Post Oak Blvd., Suite 1100, Houston, TX 77056, a corporation, incorporated under the laws of the State of Texas, 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 NINETY-NINE THOUSAND EIGHT HUNDRED FIFTY-NINE DOLLARS (\$2,099,859)**, 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 Leeway Pier, Dock, and Gondola Shed Structure Replacement 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 29th day of August, 2017.

JOHN S. MEEK COMPANY, INC.,
a California corporation

By: [Signature]
Name: John S. Meek
Title: President

By: [Signature]
Name: John S. Meek
Title: Secretary

SureTec Insurance Company
SURETY, admitted in California

By: [Signature]
Name: Erik Johansson
Title: Attorney-in-Fact

Telephone: (714) 505-7011

Approved as to form this 6th day
of September, 2017.

CHARLES PARKIN, City Attorney

By: [Signature]
Deputy City Attorney

Approved as to sufficiency this 5th day
of September, 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.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

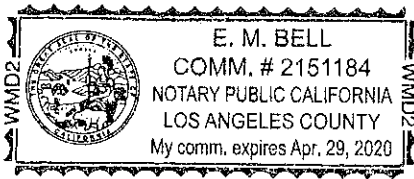
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Orange)

On AUG 29 2017 before me, E. M. Bell, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Erik Johansson
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 *E. M. Bell*
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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Description of Attached Document

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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: _____

SureTec Insurance Company

LIMITED POWER OF ATTORNEY

Know All Men by These Presents, That SURETEC INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Texas, and having its principal office in Houston, Harris County, Texas, does by these presents make, constitute and appoint

Melissa Lopez, Ellen Bell, Frances Lefler, Erik Johansson, Jennifer C. Anaya, James W. Johnson, Kevin S. Bogart, Scott M. Milne

its true and lawful Attorney-in-fact, 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 waivers to the conditions of contracts and consents of surety for, providing the bond penalty does not exceed

Five Million and 00/100 Dollars (\$5,000,000.00)

and to bind the Company thereby as fully and to the same extent as if such bond were signed by the President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney-in-Fact may do in the premises. Said appointment shall continue in force until 12/31/2019 and is made under and by authority of the following resolutions of the Board of Directors of the SureTec Insurance Company:

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 of behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings 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. (Adopted at a meeting held on 20th of April, 1999.)

In Witness Whereof, SURETEC INSURANCE COMPANY has caused these presents to be signed by its President, and its corporate seal to be hereto affixed this 25th day of July, A.D. 2017.

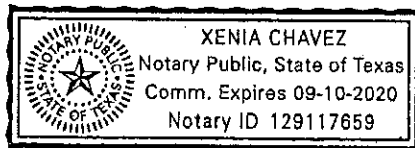
SURETEC INSURANCE COMPANY

By: [Signature]
John Knox Jr., President



State of Texas ss:
County of Harris

On this 25th day of July, A.D. 2017 before me personally came John Knox Jr., to me known, who, being by me duly sworn, did depose and say, that he resides in Houston, Texas, that he is President of SURETEC INSURANCE COMPANY, the company described in and which executed the above instrument; that he knows the seal of said Company; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Company; and that he signed his name thereto by like order.



[Signature]
Xenia Chavez, Notary Public
My commission expires September 10, 2020

I, M. Brent Beaty, Assistant Secretary of SURETEC INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Company, which is still in full force and effect; and furthermore, the resolutions of the Board of Directors, set out in the Power of Attorney are in full force and effect.

Given under my hand and the seal of said Company at Houston, Texas this day of AUG 29 2017, A.D.

[Signature]
M. Brent Beaty, Assistant Secretary

Any instrument issued in excess of the penalty stated above is totally void and without any validity.
For verification of the authority of this power you may call (713) 812-0800 any business day between 8:00 am and 5:00 pm CST.

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.

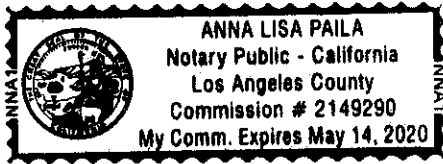
State of California)
County of Los Angeles)

On August 30, 2017 before me, Anna Lisa Paila, Notary Public
Date Here Insert Name and Title of the Officer
personally appeared John S. Meek
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

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Description of Attached Document

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 Corporate Officer — Title(s): President
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: John S. Meek Company, Inc.

Signer's Name: John S. Meek
 Corporate Officer — Title(s): Secretary
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 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: John S. Meek Company, Inc.