

CONTRACT

34578

THIS CONTRACT is made and entered, in duplicate, as of March 22, 2017 for reference purposes only, pursuant to a minute order adopted by the City Council of the City of Long Beach at its meeting held on March 21, 2017, by and between THOMASVILLE CONSTRUCTION, INC., a California corporation, whose address is 1209 Candlewood Drive, Fullerton, California 92833 ("Contractor"), and the CITY OF LONG BEACH, a municipal corporation ("City").

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

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

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

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

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

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

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

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

18 4. TIME FOR CONTRACT.

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

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

1 the amount stated in the Contract Documents.

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

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

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

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

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

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

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

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

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

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

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

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

14. NOTICES.

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

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

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

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

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17. CERTIFIED PAYROLL RECORDS.

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

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

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

18. 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 City

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

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

7 20. TAXES AND TAX REPORTING.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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28 ///

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

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

3 THOMASVILLE CONSTRUCTION, INC., a
4 California corporation

5 March 10, 2017

By [Signature]
6 Name Young Jin Son
7 Title President

8 March 10, 2017

By [Signature]
9 Name Young Jin Son
10 Title Secretary

11 "Contractor"

12 CITY OF LONG BEACH, a municipal
13 corporation

14 March 31, 2017

By [Signature] EXECUTED PURSUANT
15 City Manager TO SECTION 301 OF
16 THE CITY CHARTER.

17 "City" Assistant City Manager

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

19 CHARLES PARKIN, City Attorney

By [Signature]
20 Deputy

Exhibit A

Contractor's Bid

BIDDER'S NAME: Thomasville Construction, Inc.

BID FOR JOC 25 through JOC 32

INSTRUCTIONS TO BIDDERS

READ CAREFULLY BEFORE MAKING OUT YOUR BID

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

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

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

AWARD FORMULA

1. Pricing Factor to be applied to the CTC	<u>0.9419</u>
2. Factor for Overhead & Related Items Not Included in CTC Unit Prices	<u>0.0561</u>
3. Profit Factor	<u>0.1121</u>
4. Contractor License Fee (imposed by Gordian per Work Order)	<u>0.0112</u>
5. Award Adjustment Factor (Sum of lines 1 through 4)	<u>1.1213</u>

(Continued on Reverse)


ADDENDA

Bid submitted acknowledging changes to Bid Documents in the following addenda numbers:

* 2 * 2 * 2 *
1 2 3 4 5 6 7

(Initial above all appropriate numbers)

Respectfully submitted,


Signature**

California
State of Incorporation

Names of Other Partners

State Where Registered as LLC
1209 Candlewood Dr., Fullerton CA 92833
Business Address (Actual Address -Not A
Post Office Box)
626-224-8359 / 714-879-8100
Telephone Number / Fax Number

tson@thomasvilleinc.com
Email Address

585556
Contractor's License Number

Thomasville Construction, Inc.
Legal Name of Company

Young Jin Son / President
Print Name / Title

Names of Other General Partners

BU21001960
City of Long Beach Business License Number
2/1/18
City of Long Beach Business License
Expiration Date
1209 Candlewood Dr., Fullerton CA 92833
Address on City Business License

C3025911
CA Secretary of State Entity Number

1000005622
DIR Registration Number

**

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

The following information will be used for statistical analysis only: (check all that apply)

Minority Business Enterprise x Which racial minority Asian

Certified Disadvantaged or Small Business Enterprise DBE SBE * Cert # 1744214

Woman owned Business Enterprise WBE N/A

Is the Bidder a Long Beach-based business? N/A

Number of Employees who Reside in Long Beach? (If any) N/A

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 THOSE BY THESE PRESENTS: That we, Thomasville Construction, Inc.
_____, as Principal, and The Ohio Casualty Insurance Company
_____, a corporation, organized and existing under and by virtue of the laws of the State of
New Hampshire, with its principal place of business in the City of Keene
_____, State of New Hampshire, 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 the 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 Fifty Thousand and 00/100 Dollars (\$ 50,000.00)
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 furnishings 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.

Signed, Sealed and Dated on this 7th day of February, 2017

Thomasville Construction, Inc.

Principal Young Jin Son
President and Secretary

The Ohio Casualty Insurance Company

Rebecca Haas-Bates
Surety Rebecca Haas-Bates, Attorney-in-Fact

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

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.

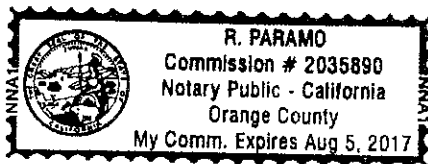
State of California)
County of Orange)

On 02/07/2017 before me, R. Paramo, Notary Public
Date Here Insert Name and Title of the Officer
personally appeared Rebecca Haas-Bates
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature [Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: Bid Bond Document Date: 02/07/2017
Number of Pages: One(1) Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: Rebecca Haas-Bates
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☒ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____
The Ohio Casualty Insurance Company

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

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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

State of California)

County of Orange)

On 02/13/2017 before me, Swati Ramesh Patel, Notary Public

Date

Here Insert Name and Title of the Officer

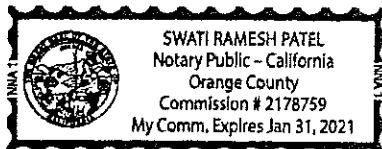
personally appeared Young Jim Son

Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature [Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

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

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

☐ Corporate Officer — Title(s): _____

☐ Partner — ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: _____

Signer's Name: _____

☐ Corporate Officer — Title(s): _____

☐ Partner — ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: _____

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Certificate No. 7586770

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company West American Insurance Company

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Rebecca Haas-Bates; Richard Adair; Sergio Bechara; William Syrkin

all of the city of Irvine, state of CA each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 5th day of January, 2017



The Ohio Casualty Insurance Company
Liberty Mutual Insurance Company
West American Insurance Company

By: David M. Carey
David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 5th day of January, 2017, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 28, 2017
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS - Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts - SECTION 5. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 7th day of February, 20 17



By: Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit,
currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call
1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

Exhibit B

Workers Compensation Certificate

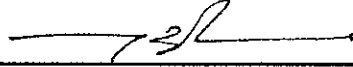
WORKERS' COMPENSATION CERTIFICATION

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:

Thomasville Construction, Inc.

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



Title: President

Date: 2/17/17

Exhibit C

Information to Comply with Labor Code Section 2810

INFORMATION TO COMPLY WITH LABOR CODE SEC. 2810

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

- 1) Workers' Compensation Insurance:
 - A. Policy Number: 9016048
 - B. Name of Insurer (NOT Broker): State Compensation Insurance Fund
 - C. Address of Insurer: 1275 MARKET STREET, San Francisco, CA 94103
 - D. Telephone Number of Insurer: (877) 405-4545
- 2) For vehicles owned by Contractor and used in performing work under this Contract:
 - A. VIN (Vehicle Identification Number): 5FNYF5H71GB010676
 - B. Automobile Liability Insurance Policy Number: BAA56208391
 - C. Name of Insurer (NOT Broker): American Fire & Casualty Ins
 - D. Address of Insurer: 500 Spaulding Turnpike IMS Financial Operations, Portsmouth NH03801
 - E. Telephone Number of Insurer: 818-844-4119
- 3) Address of Property used to house workers on this Contract, if any: N/A
- 4) Estimated total number of workers to be employed on this Contract: TBD
- 5) Estimated total wages to be paid those workers: TBD
- 6) Dates (or schedule) when those wages will be paid: TBD
- (Describe schedule: For example, weekly or every other week or monthly)
- 7) Estimated total number of independent contractors to be used on this Contract: TBD
- 8) Taxpayer's Identification Number: [REDACTED]

Exhibit D

List of Subcontractors

LIST OF SUBCONTRACTORS

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

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

APPENDIX “A”

BOE-400-DP (FRONT) REV 2. (8-05)
APPLICATION FOR
USE TAX DIRECT PAYMENT PERMIT

STATE OF CALIFORNIA
BOARD OF EQUALIZATION

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

Bond No. 024067847
 Premium: \$23,500.00
 Premium is for contract term and is subject
 to adjustment based on final contract price
 Executed in: 2 Counterparts

KNOW ALL MEN BY THESE PRESENTS: That we, **THOMASVILLE CONSTRUCTION, INC., a California corporation**, as PRINCIPAL, and The Ohio Casualty Insurance Company, located at 62 Maple Ave, Keene, NH 03431, a corporation, incorporated under the laws of the State of New Hampshire, admitted as a surety in the State of California, and authorized to transact business in the State of California, as SURETY, are held and firmly bound unto the CITY OF LONG BEACH, CALIFORNIA, a municipal corporation, in the sum of **TWO MILLION DOLLARS (\$2,000,000)**, lawful money of the United States of America, for the payment of which sum, well and truly to be made, we bind ourselves, our respective heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT:

WHEREAS, said Principal has been awarded and is about to enter the annexed contract (incorporated herein by this reference) with said City of Long Beach for the **Job Order Contract #29** 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 22nd day of March, 2017.

THOMASVILLE CONSTRUCTION, INC.,
 a California corporation

By: [Signature]
 Name: Young Jin Son
 Title: President

By: [Signature]
 Name: Young Jin Son
 Title: Secretary

Approved as to form this 24th day
 of March, 2017.

CHARLES PARKIN, City Attorney

By: [Signature]
 Deputy City Attorney

The Ohio Casualty Insurance Company
 SURETY, admitted in California

By: [Signature]
 Name: Rebecca Haas-Bates
 Title: Attorney-in-Fact
 Telephone: (858) 450-0582

Approved as to sufficiency this 31 day
 of March, 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.

Assistant City Manager

EXECUTED PURSUANT
 TO SECTION 301 OF
 THE CITY CHARTER.

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)

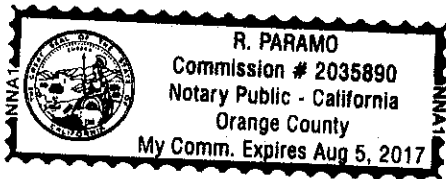
On 03/08/2017 before me, R. Paramo, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Rebecca Haas-Bates
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature [Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: Performance Bond No. 024067847 Document Date: 03/22/2017

Number of Pages: One(1) Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: Rebecca Haas-Bates

☐ Corporate Officer — Title(s): _____

☐ Partner — ☐ Limited ☐ General

☐ Individual ☒ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: _____

The Ohio Casualty Insurance Company

Signer's Name: _____

☐ Corporate Officer — Title(s): _____

☐ Partner — ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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State of California)

County of Orange)

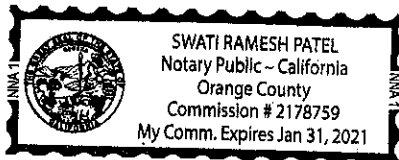
On 03/13/2017 before me, Swati Ramesh Patel, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Young Jim Son
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature [Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: Bond for Faithful performance 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: _____

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Certificate No. 7589463

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company West American Insurance Company

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Rebecca Haas-Bates; Richard Adair; Sergio Bechara; William Syrkis

all of the city of Irvine, state of CA each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 10th day of January, 2017.



STATE OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 10th day of January, 2017, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 28, 2017
Member, Pennsylvania Association of Notaries

The Ohio Casualty Insurance Company
Liberty Mutual Insurance Company
West American Insurance Company

By: David M. Carey
David M. Carey, Assistant Secretary

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS – Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts – SECTION 5. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 22nd day of March, 2017



By: Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

LABOR AND MATERIAL BOND

Bond No.: 024067847

Premium is included in the performance bond

Executed in: 2 Counterparts

KNOW ALL MEN BY THESE PRESENTS: That we, **THOMASVILLE CONSTRUCTION, INC., a California corporation**, as PRINCIPAL, and The Ohio Casualty Insurance Company, located at 62 Maple Ave, Keene, NH 03431, a corporation, incorporated under the laws of the State of New Hampshire, admitted as a surety in the State of California, and authorized to transact business in the State of California, as SURETY, are held and firmly bound unto the CITY OF LONG BEACH, a municipal corporation, in the sum of **TWO MILLION DOLLARS (\$2,000,000)**, lawful money of the United States of America, for the payment of which sum, well and truly to be made, we bind ourselves, our respective heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT:

WHEREAS, said Principal has been awarded and is about to enter the annexed contract (Incorporated herein by this reference) with said City of Long Beach for the **Job Order Contract #29** 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 22nd day of March, 2017.

THOMASVILLE CONSTRUCTION, INC.,
a California corporation

By: [Signature]Name: Young Jin SonTitle: PresidentBy: [Signature]Name: Young Jin SonTitle: Secretary

The Ohio Casualty Insurance Company
SURETY, admitted in California

By: [Signature]Name: Rebecca Haas-BatesTitle: Attorney-in-FactTelephone: (858) 450-0582

Approved as to form this 24th day
of March, 2017.

CHARLES PARKIN, City Attorney

By: [Signature]
Deputy City Attorney

Approved as to sufficiency this 31 day
of March, 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.

Assistant City Manager

EXECUTED PURSUANT
TO SECTION 301 OF
THE CITY CHARTER.

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 03/08/2017 before me, R. Paramo, Notary Public,
Date Here Insert Name and Title of the Officer

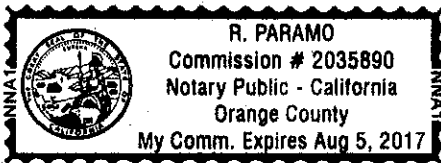
personally appeared Rebecca Haas-Bates

Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature

Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: Labor and Material Bond No. 024067847 Document Date: 03/22/2017
Number of Pages: One(1) Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: Rebecca Haas-Bates

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

Signer Is Representing: _____
The Ohio Casualty Insurance Company

Signer's Name: _____

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

Signer Is Representing: _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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State of California)

County of Orange)

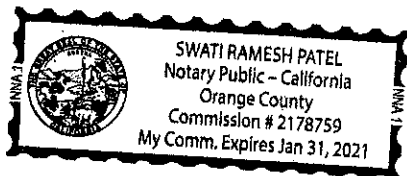
On 03/13/2017 before me, Swati Ramesh Patel, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Young Jin Son
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature [Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: Letter and Material Bond 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: _____

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Certificate No. 7589462

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company West American Insurance Company

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Rebecca Haas-Bates; Richard Adair; Sergio Bechara; William Syrkin

all of the city of Irvine, state of CA each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 10th day of January, 2017



STATE OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 10th day of January, 2017, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 28, 2017
Member, Pennsylvania Association of Notaries

The Ohio Casualty Insurance Company
Liberty Mutual Insurance Company
West American Insurance Company
By: David M. Carey
David M. Carey, Assistant Secretary

By: Teresa Pastella
Teresa Pastella, Notary Public

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By: Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

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