

CONTRACT

**34616**

THIS CONTRACT is made and entered, in duplicate, as of April 13, 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 April 4, 2017, by and between BITECH CONSTRUCTION COMPANY INC., a California corporation ("Contractor"), whose address is 7371 Walnut Avenue, Buena Park, California 90620, and the CITY OF LONG BEACH, a municipal corporation ("City").

WHEREAS, pursuant to a Notice Inviting Bids for Annual Contract for Concrete Repairs and Related Improvements in the City of Long Beach, California, dated October 11, 2016, 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-7049;

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-7049 for Annual Contract for Concrete Repairs and Related Improvements 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 Annual Contract for Concrete Repairs and

1 Related Improvements 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 an annual amount of Thirty Million Dollars (\$30,000,000) during the term of  
4 this Contract.

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

8 3. CONTRACT DOCUMENTS.

9 A. The Contract Documents include: The Notice Inviting Bids,  
10 Project Specifications No. R-7049 (which may include by reference the Standard  
11 Specifications for Public Works Construction, latest edition, and any supplements  
12 thereto, collectively the "Standard Specifications"); the City of Long Beach Standard  
13 Plans; the California Code of Regulations; the various Uniform Codes applicable to  
14 trades; the prevailing wage rates; Instructions to Bidders; the Bid; the bid security;  
15 the City of Long Beach Disadvantaged, Minority and Women-Owned Business  
16 Enterprise Program; this Contract and all documents attached hereto or referenced  
17 herein including but not limited to insurance; Bond for Faithful Performance;  
18 Payment Bond; Notice to Proceed; Notice of Completion; any addenda or change  
19 orders issued in accordance with the Standard Specifications; any permits required  
20 and issued for the work; approved final design drawings and documents; and the  
21 Information Sheet. These Contract Documents are incorporated herein by the  
22 above reference and form a part of this Contract.

23 B. Notwithstanding Section 2-5.2 of the Standard Specifications,  
24 if any conflict or inconsistency exists or develops among or between Contract  
25 Documents, the following priority shall govern: 1) Permit(s) from other public  
26 agencies; 2) Change Orders; 3) this Contract (including any and all amendments  
27 hereto); 4) Addenda (which shall include written clarifications, corrections and  
28 changes to the bid documents and other types of written notices issued prior to bid

opening; 5) Project Specifications; 6) Project Plans (including drawings); 7) the City of Long Beach Standard Plans; 8) Standard Specifications (as identified in Section 3.A. hereof, the "Greenbook"); 9) other reference specifications; 10) other reference plans; 11) the bid; and 12) the Notice Inviting Bids.

4. TIME FOR CONTRACT. The term of this Contract shall commence at midnight on May 31, 2017, and shall terminate at 11:59 p.m. on May 30, 2018, unless sooner terminated as provided in this Contract, or unless the services or the Project is completed sooner. The Parties have the option to extend the term for two (2) additional one-year periods. Time is of the essence hereunder. City will suffer damage if the work is not completed within the time stated, but those damages would be difficult or impractical to determine. So, Contractor shall pay to City, as liquidated damages, the amount stated in the Contract Documents.

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

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

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

8. CLAIMS. Contractor shall, upon completion of the work, deliver possession thereof to City ready for use and free and discharged from all claims for labor

1 and materials in doing the work and shall assume and be responsible for, and shall protect,  
2 defend, indemnify and hold harmless City from and against any and all claims, demands,  
3 causes of action, liability, loss, costs or expenses for injuries to or death of persons, or  
4 damages to property, including property of City, which arises from or is connected with the  
5 performance of the work.

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

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

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

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

23 12. COORDINATION WITH GOVERNMENTAL REGULATIONS.

24 A. If the work is terminated pursuant to an order of any Federal or  
25 State authority, Contractor shall accept as full and complete compensation under  
26 this Contract such amount of money as will equal the product of multiplying the  
27 Contract price stated herein by the percentage of work completed by Contractor as  
28 of the date of such termination, and for which Contractor has not been paid. If the

1 work is so terminated, the City Engineer, after consultation with Contractor, shall  
2 determine the percentage of work completed and the determination of the City  
3 Engineer shall be final.

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

11 13. NOTICES.

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

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

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

28 15. COVENANT AGAINST ASSIGNMENT. Neither this Contract nor any

1 of the moneys that may become due Contractor hereunder may be assigned by Contractor  
2 without the written consent of City first had and obtained, nor will City recognize any  
3 subcontractor as such, and all persons engaged in the work of construction will be  
4 considered as independent contractors or agents of Contractor and will be held directly  
5 responsible to Contractor.

6           16.   CERTIFIED PAYROLL RECORDS.

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

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

25           C.   The foregoing is in addition to, and not in lieu of, any other  
26 requirements or obligations established and imposed by any department of the City  
27 with regard to submission and retention of certified payroll records for Contractor  
28 and subcontractors.

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

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

12                   19.    TAXES AND TAX REPORTING.

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

21                   B.    Contractor shall cooperate with City in all matters relating to  
22 taxation and the collection of taxes, particularly with respect to the self-accrual of  
23 use tax. Contractor shall cooperate as follows: (i) for all leases and purchases of  
24 materials, equipment, supplies, or other tangible personal property totaling over  
25 \$100,000 shipped from outside California, a qualified Contractor shall complete and  
26 submit to the appropriate governmental entity the form in Appendix "A" attached  
27 hereto; and (ii) for construction contracts and subcontracts totaling \$5,000,000 or  
28 more, Contractor shall obtain a sub-permit from the California Board of Equalization

1 for the Work site. "Qualified" means that the Contractor purchased at least \$500,000  
2 in tangible personal property that was subject to sales or use tax in the previous  
3 calendar year.

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

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

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

27 20. ADVERTISING. Contractor shall not use the name of City, its officials  
28 or employees in any advertising or solicitation for business, nor as a reference, without the



1 prior approval of the City Manager, City Engineer or designee.

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

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

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

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

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

26. 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).

27. 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.

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

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

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

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

B. The failure of the Contractor to comply with the EBO will be

1 deemed to be a material breach of the Contract by the City.

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

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

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

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

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

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

BITECH CONSTRUCTION COMPANY  
INC., a California corporation

\_\_\_\_\_, 2017

By \_\_\_\_\_  
Name BENJAMIN KIM  
Title PRESIDENT

\_\_\_\_\_, 2017

By \_\_\_\_\_  
Name BENJAMIN KIM  
Title PRESIDENT  
SECRETARY

"Contractor"

CITY OF LONG BEACH, a municipal  
corporation

May 23, 2017

By T. BULL  
City Manager  
TOM B. MODICA  
"City" Assistant City Manager

EXECUTED PURSUANT  
TO SECTION 301 OF  
THE CITY CHARTER.

This Contract is approved as to form on 4/25, 2017.

CHARLES PARKIN, City Attorney

By [Signature]  
Deputy

# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of ORANGE

On 4/19/17 before me, SUNJOO LEE, NOTARY PUBLIC

Date

Here Insert Name and Title of the Officer

personally appeared BENJAMIN BYONG KIM

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.

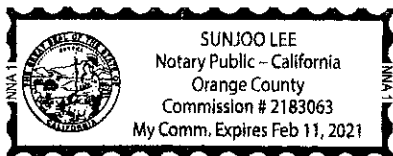
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

Signature of Notary Public

Place Notary Seal Above



## OPTIONAL

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

### Description of Attached Document

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

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

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

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

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

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

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

RIGHT THUMBPRINT  
OF SIGNER  
Top of thumb here

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

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

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

RIGHT THUMBPRINT  
OF SIGNER  
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**MINUTES OF BOARD DIRECTORS MEETING  
OF  
BITECH CONSTRUCTION CO., INC.**

The annual meeting of the Board of Directors of BITECH CONSTRUCTION CO., INC. (the "Corporation") was held on March 17, 2017, immediately following the annual meeting of directors of the Corporation.

There were present at the meeting

**Benjamin Byongin Kim / CEO, Secretary, Treasurer**

being all the members of the Board of Directors.

It was moved, seconded and unanimously carried that **Benjamin Byongin Kim** act as Temporary Chairperson and that **Benjamin Byongin Kim** act as Temporary Secretary.

The Chairperson presented to the meeting a copy of a **Waiver of Notice of Meeting** which **all of the Directors of the Corporation** had agreed to execute and advised that it was appropriate to authorize the execution and performance thereof by the Corporation. Upon motion duly made, seconded and unanimously carried, it was

**RESOLVED**, that the chairman be requested to cause the same to be spread at length upon the minutes.

The meeting then proceeded to AUTHORIZE FOLLOWING PERSONNELS TO SIGN ON ANY CONTRACT OR PROPOSAL ON BEHALF OF BITECH CONSTRUCTION CO., INC. until their successors are elected and qualify:


President :	<u><b>Benjamin Byongin Kim</b></u>
Treasurer :	<u><b>Benjamin Byongin Kim</b></u>
Secretary :	<u><b>Benjamin Byongin Kim</b></u>

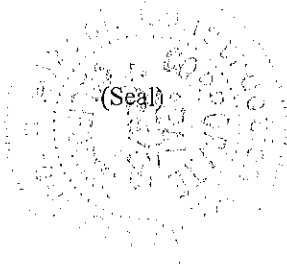
The President then presented and read the minutes of the annual meeting of Directors of this Corporation, and the same were, on motion duly made, seconded and unanimously carried, in all respects ratified and adopted by this Board of Directors.

There being no further business to come before the meeting, upon motion duly made, seconded and unanimously carried, the meeting was adjourned.

IN WITNESS WHEREOF, I have executed my name as Secretary and have hereunto affixed the corporate seal of the above named Corporation this 17<sup>th</sup> day of March, 2017.

Dated: 3/17/17

  
\_\_\_\_\_  
Secretary



# EXHIBIT A

Awarded: Whole Bid



BIDDER'S NAME: Bitech Construction Co., Inc.

## BID TO THE CITY OF LONG BEACH ANNUAL CONTRACT FOR CONCRETE REPAIRS AND RELATED IMPROVEMENTS

In accordance with the Notice Inviting Bids for this Work in the City of Long Beach, California, to be opened on November 2, 2016, at 11:00 a.m., we offer to furnish all necessary labor, tools, materials, appliances and equipment for and perform all Work mentioned in the Notice Inviting Bids, in full compliance with Plans & Specifications No. R-7049 at the prices listed below.

We certify that we have examined the site and 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.

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE (IN FIGURES)	ITEM TOTAL (IN FIGURES)
1.	Remove Concrete Improvements and Backfill with Topsoil	1,500	SF	6 <sup>00</sup>	9,000
2.	Remove and Replace Asphalt Concrete Pavement	3,700	SF	7 <sup>00</sup>	25,900
3.	Stump Removal up to and including 24" Diameter Trunk	5	EA	100 <sup>00</sup>	500
4.	Stump Removal 25" and over Diameter Trunk	5	EA	200 <sup>00</sup>	1,000
5.	Tree Removal up to and including 24" Diameter Trunk	15	EA	850 <sup>00</sup>	12,150
6.	Tree Removal 25" and over Diameter Trunk	20	EA	1,650 <sup>00</sup>	33,000
7.	Shave Roots at Curb	1,500	LF	7 <sup>00</sup>	10,500
8.	Shave Roots at Sidewalk	20,000	LF	7 <sup>00</sup>	140,000
9.	Tree Pruning	1,100	EA	212 <sup>00</sup>	233,200
10.	Re-sodding	500	SF	5 <sup>00</sup>	2,500
11.	Landscape Planting, 24" Box	20	EA	500 <sup>00</sup>	10,000
12.	Landscape Planting, 36" Box	20	EA	700 <sup>00</sup>	14,000

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE (IN FIGURES)	ITEM TOTAL (IN FIGURES)
13.	Unclassified Excavation	200	CY	45 <sup>00</sup>	9,000
14.	Adjust City Manhole Frame & Cover	20	EA	50 <sup>00</sup>	1,000
15.	Adjust L.A.C.S.D. Manhole Frame & Cover	5	EA	50 <sup>00</sup>	250
16.	Manhole Step	5	EA	50 <sup>00</sup>	250
17.	Adjust Water Gate Box & Cover	130	EA	150 <sup>00</sup>	19,500
18.	Reconstruct Water Gate Box & Cover	20	EA	150 <sup>00</sup>	3,000
19.	Adjust Gas Valve Box & Cover	10	EA	50 <sup>00</sup>	500
20.	Replace Street Light Pull Box	130	EA	300 <sup>00</sup>	39,000
21.	Replace Traffic Signal Pull Box	10	EA	500 <sup>00</sup>	5,000
22.	Survey Monument Type C with Casting & Cover	5	EA	100 <sup>00</sup>	500
23.	Install Survey Monument Casting & Cover	5	EA	100 <sup>00</sup>	500
24.	Adjust Survey Monument Casting & Cover	5	EA	100 <sup>00</sup>	500
25.	Survey Bench Mark, Type 1	25	EA	100 <sup>00</sup>	2,500
26.	Install Spike & Washer, ties, property corners	300	EA	260 <sup>00</sup>	78,000
27.	Curb Drain	40	EA	100 <sup>00</sup>	4,000
28.	PCC Curb, GB Type A1	7,000	LF	30 <sup>00</sup>	210,000
29.	PCC Curb, GB Type A1, Integral	3,500	LF	28 <sup>00</sup>	98,000
30.	PCC Curb & Gutter, GB Type A2, W=1.5'	11,500	LF	35 <sup>00</sup>	402,500
31.	PCC Curb & Gutter, GB Type A2, W=2.0'	100	LF	35 <sup>00</sup>	3,500
32.	PCC Curb & Gutter, GB Type A2, W=7'	100	LF	10 <sup>00</sup>	1,000
33.	PCC Sidewalk, 3" Thick	400,000	SF	5 <sup>60</sup>	2,240,000
34.	Concrete Joints Seal	500	LF	1 <sup>00</sup>	500

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE (IN FIGURES)	ITEM TOTAL (IN FIGURES)
35.	Curb Ramp Detectable Warning Surface	5,316	SF	25 <sup>00</sup>	132,900
36.	PCC Driveway Apron, 4" Thick	35,000	SF	5 <sup>90</sup>	206,500
37.	PCC Driveway Apron, 6" Thick	6,000	SF	8 <sup>00</sup>	48,000
38.	PCC Pavement, 6" Thick	25,000	SF	6 <sup>00</sup>	150,000
39.	PCC Bus Stop Street Pad, 10" Thick	8,000	SF	1 <sup>00</sup>	8,000
40.	PCC Cross Gutter, 8" Thick	3,000	SF	8 <sup>00</sup>	24,000
41.	Stamped Concrete, 4" Thick	5,000	SF	6 <sup>00</sup>	30,000
42.	Crushed Miscellaneous Base, 6" Thick Under PCC Improvements	10,000	SF	1 <sup>00</sup>	10,000
43.	Curb Painting	2,500	LF	1 <sup>00</sup>	2,500
44.	Loop Detectors	10	EA	100 <sup>00</sup>	1,000
45.	Bicycle Loop Detectors	10	EA	100 <sup>00</sup>	1,000

**TOTAL AMOUNT BID**

\$ 4,225,250<sup>00</sup>

We understand that these quantities are estimates only and are given solely for the purpose of facilitating the comparison of Bids, and that the Contractor's compensation will be computed on the basis of the actual quantities in the completed Work.

The following information will be used for statistical analysis only.

Is the Bidder a Disadvantaged Business (DBE)? x If yes, certification No. 85513

Is the Bidder a Minority-Owned Business? x Which racial minority? Asian

Is the Bidder a Women-Owned Business?           

Is the Bidder a certified Small Business? x If yes, certification No. 1480080

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

Planet Bids Vendor Portal

(Continued on Next Page)

# 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:

Bitech Construction Co., Inc.

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

A handwritten signature in black ink, appearing to be "J. B. B.", is written over a horizontal line.

Title: President

Date: 11/02/16

# 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: BIWC 500356
- B. Name of Insurer (**NOT** Broker): Cypress Insurance Company
- C. Address of Insurer: 525 Market St. Suite 3110, San Francisco, CA 94105
- D. Telephone Number of Insurer: 888-495-8949

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

- A. VIN (Vehicle Identification Number): \_\_\_\_\_
- B. Automobile Liability Insurance Policy Number: BAW 56468531
- C. Name of Insurer (**NOT** Broker): Liberty Mutual Insurance
- D. Address of Insurer: P.O. BOX 85834, San Diego, CA 92186
- E. Telephone Number of Insurer: 800-362-0000

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: 15

5) Estimated total wages to be paid those workers: To Be Decided

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: \_\_\_\_\_

4

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 and location of the place of business 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 and location of business 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.	_____		

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

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

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

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

# APPENDIX “A”

**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

KNOW ALL MEN BY THESE PRESENTS: That we, BITECH CONSTRUCTION COMPANY INC., a California corporation, as PRINCIPAL, and INTERNATIONAL <sup>\*</sup>, located at 2400 E. KATELLA AVE. #250 ANAHEIM, CA 92806, a corporation, incorporated under the laws of the State of NEW JERSEY, 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 FIVE HUNDRED THOUSAND DOLLARS (\$500,000), 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.

\* FIDELITY INSURANCE COMPANY

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 Annual Contract for Concrete Repairs and Related Improvements 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 17TH day of APRIL, 2017.

BITECH CONSTRUCTION COMPANY INC.,  
a California corporation

By: [Signature]

Name: BENJAMIN KIM

Title: PRESIDENT

By: [Signature]

Name: BENJAMIN KIM

Title: SECRETARY

Approved as to form this 25th day  
of April, 2017.

CHARLES PARKIN, City Attorney

By: [Signature]

Deputy City Attorney

INTERNATIONAL FIDELITY INSURANCE COMPANY

SURETY, admitted in California

By: [Signature]

Name: PHILIP E. VEGA

Title: ATTORNEY-in-FACT

Telephone: 626-859-1000

Approved as to sufficiency this 21st day  
of April, 2017.

By: [Signature]

City Manager/City Engineer

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

# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

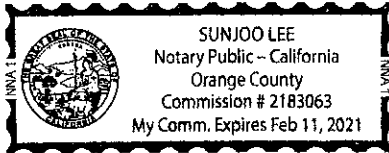
State of California

County of ORANGE

On 4/19/17 before me, SUNJOO LEE, NOTARY PUBLIC  
Date Here Insert Name and Title of the Officer

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

### Description of Attached Document

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

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

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

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

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

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

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

RIGHT THUMBPRINT  
OF SIGNER  
Top of thumb here

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

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

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

RIGHT THUMBPRINT  
OF SIGNER  
Top of thumb here

**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.

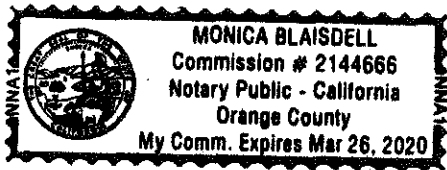
State of California )

County of ORANGE )On APR 17 2017 before me, Monica Blaisdell, Notary Public*Date**Here Insert Name and Title of the Officer*personally appeared Philip E. Vega*Name(s) of Signer(s)*

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

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

WITNESS my hand and official seal.



Signature

Monica Blaisdell*Signature of Notary Public*

# POWER OF ATTORNEY

## INTERNATIONAL FIDELITY INSURANCE COMPANY ALLEGHENY CASUALTY COMPANY

ONE NEWARK CENTER, 20TH FLOOR NEWARK, NEW JERSEY 07102-5207

KNOW ALL MEN BY THESE PRESENTS: That INTERNATIONAL FIDELITY INSURANCE COMPANY, a corporation organized and existing under the laws of the State of New Jersey, and ALLEGHENY CASUALTY COMPANY, a corporation organized and existing under the laws of the State of New Jersey, having their principal office in the City of Newark, New Jersey, do hereby constitute and appoint:

KEVIN E. VEGA, BRITTON CHRISTIANSEN, PHILIP E. VEGA, MYRNA SMITH

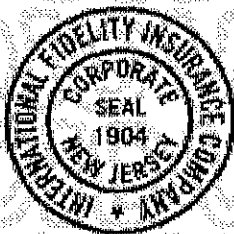
Covina, CA.

their true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surely, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by their regularly elected officers at their principal offices.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of the By-Laws of INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY and is granted under and by authority of the following resolution adopted by the Board of Directors of INTERNATIONAL FIDELITY INSURANCE COMPANY at a meeting duly held on the 20th day of July, 2010 and by the Board of Directors of ALLEGHENY CASUALTY COMPANY at a meeting duly held on the 15th day of August, 2000:

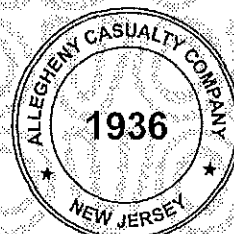
"RESOLVED, that (1) the President, Vice President, Chief Executive Officer or Secretary of the Corporation shall have the power to appoint, and to revoke, the appointments of, Attorneys-in-Fact, or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Corporation and affix the Corporation's seal thereto, bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-fact with authority to execute waivers and consents on behalf of the Corporation; and (3) the signature of any such Officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognition, contract of indemnity or other written obligation in the nature thereof or related thereto; such signature and seals when so used whether heretofore or hereafter, being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed."

IN WITNESS WHEREOF, INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY have each executed and attested these presents on this 31st day of December, 2016:



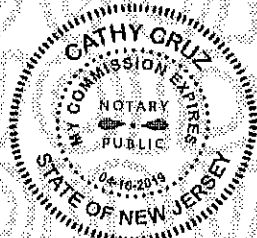
STATE OF NEW JERSEY  
County of Essex

ROBERT W. MINSTER  
Chief Executive Officer (International Fidelity Insurance Company) and President (Allegheny Casualty Company)



On this 31st day of December 2016, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY; that the seals affixed to said instrument are the Corporate Seals of said Companies; that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies.

IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.



A NOTARY PUBLIC OF NEW JERSEY  
My Commission Expires April 16, 2019

### CERTIFICATION

I, the undersigned officer of INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said Companies as set forth in said Power of Attorney, with the originals on file in the home office of said companies, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand this

17th day of April, 2017

MARIA BRANCO, Assistant Secretary



## LABOR AND MATERIAL BOND

KNOW ALL MEN BY THESE PRESENTS: That we, BITECH CONSTRUCTION COMPANY INC., a California corporation, as PRINCIPAL, and INTERNATIONAL FIDELITY \*, located at 2400 E. KATELLA AVE. #250 ANAHEIM, CA 92806, a corporation, incorporated under the laws of the State of NEW JERSEY, 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 FIVE HUNDRED THOUSAND DOLLARS (\$500,000), 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.

\* INSURANCE COMPANY

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 Annual Contract for Concrete Repairs and Related Improvements 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 17TH day of APRIL, 2017.

BITECH CONSTRUCTION COMPANY INC.,  
a California corporation

By: [Signature]

Name: BENJAMIN KIM

Title: PRESIDENT

By: [Signature]

Name: BENJAMIN KIM

Title: SECRETARY

Approved as to form this 25<sup>th</sup> day  
of April, 2017.

CHARLES PARKIN, City Attorney

By: [Signature]

Deputy City Attorney

INTERNATIONAL FIDELITY INSURANCE COMPANY

SURETY, admitted in California

By: [Signature]

Name: PHILIP E. VEGA

Title: ATTORNEY-in-FACT

Telephone: 626-859-1000

Approved as to sufficiency this 24<sup>th</sup> day  
of April, 2017.

By: [Signature]

City Manager/City Engineer

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

# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of ORANGE

On 4/19/17 before me, SUNJOO LEE, NOTARY PUBLIC  
Date Here Insert Name and Title of the Officer

personally appeared BENJAMIN BYONG KIM  
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.

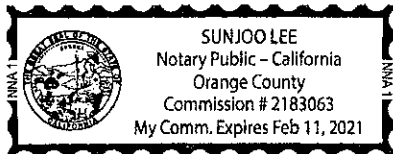
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

Signature of Notary Public

Place Notary Seal Above



## OPTIONAL

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

### Description of Attached Document

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

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

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

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

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

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

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

RIGHT THUMBPRINT  
OF SIGNER  
Top of thumb here

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

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

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

RIGHT THUMBPRINT  
OF SIGNER  
Top of thumb here

# POWER OF ATTORNEY

## INTERNATIONAL FIDELITY INSURANCE COMPANY ALLEGHENY CASUALTY COMPANY

ONE NEWARK CENTER, 20TH FLOOR NEWARK, NEW JERSEY 07102-5207

KNOW ALL MEN BY THESE PRESENTS: That INTERNATIONAL FIDELITY INSURANCE COMPANY, a corporation organized and existing under the laws of the State of New Jersey, and ALLEGHENY CASUALTY COMPANY, a corporation organized and existing under the laws of the State of New Jersey, having their principal office in the City of Newark, New Jersey, do hereby constitute and appoint

KEVIN E. VEGA, BRITTON CHRISTIANSEN, PHILIP E. VEGA, MYRNA SMITH

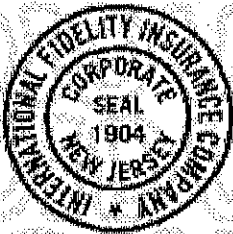
Covina, CA.

their true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surely, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by their regularly elected officers at their principal offices.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of the By-Laws of INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY and is granted under and by authority of the following resolution adopted by the Board of Directors of INTERNATIONAL FIDELITY INSURANCE COMPANY at a meeting duly held on the 20th day of July, 2010 and by the Board of Directors of ALLEGHENY CASUALTY COMPANY at a meeting duly held on the 15th day of August, 2000:

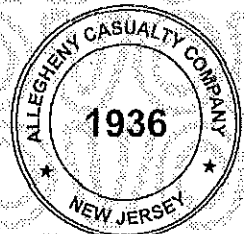
"RESOLVED, that (1) the President, Vice President, Chief Executive Officer or Secretary of the Corporation shall have the power to appoint, and to revoke the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Corporation and affix the Corporation's seal thereto, bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-fact with authority to execute waivers and consents on behalf of the Corporation; and (3) the signature of any such Officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seals when so used whether heretofore or hereafter, being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed."

IN WITNESS WHEREOF, INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY have each executed and attested these presents on this 31st day of December, 2016.



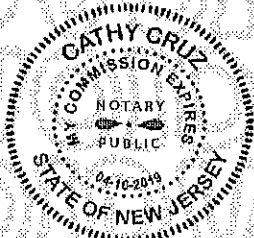
STATE OF NEW JERSEY  
County of Essex

ROBERT W. MINSTER  
Chief Executive Officer (International Fidelity Insurance Company) and President (Allegheny Casualty Company)



On this 31st day of December 2016, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY; that the seals affixed to said instrument are the Corporate Seals of said Companies; that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies.

IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.



A NOTARY PUBLIC OF NEW JERSEY  
My Commission Expires April 16, 2019

### CERTIFICATION

I, the undersigned officer of INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said Companies as set forth in said Power of Attorney, with the originals on file in the home office of said companies, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand this

17th day of April, 2017

MARIA BRANCO, Assistant Secretary

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT****CIVIL CODE § 1189**

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

State of California )

County of ORANGE )On APR 17 2017 before me, Monica Blaisdell, Notary Public

Date

*Here Insert Name and Title of the Officer*personally appeared Philip E. Vega*Name(s) of Signer(s)*

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

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

WITNESS my hand and official seal.



Signature

Monica Blaisdell*Signature of Notary Public*