

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

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

SECOND AMENDMENT TO CONTRACT NO. 34579

34579

THIS SECOND AMENDMENT TO CONTRACT NO. 34579 is made and entered, in duplicate, as of November 14, 2018 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 MTM CONSTRUCTION, INC., a California corporation, whose address is 16035 Phoenix Drive, City of Industry, California 91745 ("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, City and Contractor (the "Parties") entered into Contract No. 34579 (the "Contract") for the work described in the bid documents; and

WHEREAS, the Parties entered into a First Amendment to the Contract to extend the term one (1) additional one-year period and add \$2,000,000; and

WHEREAS, the Parties desire to extend the term one (1) additional one-year period and add updated Construction Task Catalog information;

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

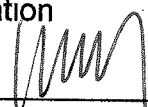
1. Section 2 of the Contract is hereby amended to read as follows:
- "2. Section 3.A of the Contract is hereby amended to read as follows:
 - "A. The term of this Contract shall begin on March 22, 2017 and shall end on March 21, 2020 or on City's payment of the not-to exceed dollar amount hereunder to Contractor as specified in Section 2, whichever occurs first."
2. Contractor's Bid in Exhibit "A" to the Contract is hereby amended in accordance with Exhibit "A-1", attached hereto and incorporated by this reference.
3. Except as expressly modified herein, all of the terms and conditions

1 contained in Contract No. 34579 are ratified and confirmed and shall remain in full force
2 and effect.


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

5 MTM CONSTRUCTION, INC., a California
6 corporation

7 DECEMBER 10, 2018

By 
8 Name HAC SONG LEE
9 Title PRESIDENT

10 DECEMBER 10, 2018

By 
11 Name STELLA H. NAM
12 Title SECRETARY

13 Tom Modica
14 Assistant City Manager "Contractor"

15 EXECUTED PURSUANT
16 TO SECTION 301 OF
17 THE CITY CHARTER

18 CITY OF LONG BEACH, a municipal
19 corporation

20 Jan. 14, 2018

By 
21 City Manager

22 "City"

23 This Second Amendment to Contract No. 34579 is approved as to form on

24 1/9/19, 2018.

25 CHARLES PARKIN, City Attorney

26 By 
27 Deputy

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

28



Interchange Corporate Center
450 Plymouth Road, Suite 400
Plymouth Meeting, PA 19462-1644
Ph. (610) 832-8240

CHANGE RIDER

To be attached to and form a part of surety bond number 024067846, dated the 22nd day of March, 2017, issued by Liberty Mutual Insurance Company, a Massachusetts stock insurance company, as surety (the "Surety"), on behalf of MTM Construction, Inc.

_____, as principal (the "Principal"),

in favor of City of Long Beach

_____, as obligee (the "Obligee").

The Principal and the Surety hereby consent to changing the attached bond as follows:

Extend the term one (1) additional one-year period to December 31, 2019

This change is effective 10th day of December, 2018. The attached bond shall be subject to all of its terms, conditions and limitations except as herein modified.

IN WITNESS WHEREOF, said Principal and Surety have caused these presents to be duly signed and sealed this 10th day of December, 2018.

WITNESS / ATTEST:

MTM Construction, Inc.

(Principal)

By: [Signature] HAOSONG LEE (Seal)

Name: HAOSONG LEE
Title: PRESIDENT

LIBERTY MUTUAL INSURANCE COMPANY

(Surety)

By: [Signature] (Seal)

Attorney-in-Fact

Rebecca Haas-Bates

ACCEPTED:

(Obligee)

By: _____ (Seal)

Name:
Title:

Date: _____

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)

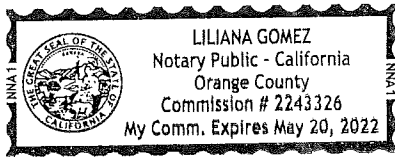
On 12/10/2018 before me, Liliana Gomez, Notary Public
Date Here Insert Name and Title of the Officer

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 Liliana Gomez
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: Change Rider Bond No. 024067846 Document Date: 12/10/2018

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: _____

Liberty Mutual Insurance Company

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. 7970706

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, Richard Adair; Sergio Bechara; Rebecca Haas-Bates; 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 2nd day of January, 2018



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 2nd day of January, 2018, 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, 2021
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 15th day of December, 2018



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 "A-1"

The Adjustment Factors submitted with the Bid shall be in effect the full term of the contract including the Base Term and any and all Option Terms.

Construction Task Catalog®

The Construction Task Catalog® is a comprehensive listing of construction related tasks together with a specific unit of measure and a published Unit Price. All Unit Prices are based on local labor, material and equipment prices and are for the direct cost of construction. The language in this exhibit shall replace Section 79, Price Adjustments in Division H of the original specifications, R-7074. This section shall also apply to all subsequent contract renewals, unless indicated otherwise by the City in writing.

- a. The Construction Task Catalog® issued with this Solicitation will be in effect for all years of this contract.
- b. On the annual anniversary of the solicitation, the City shall provide the Contractor with a new Construction Task Catalog® for review and acceptance prior to accepting new work. In general, the Contractor shall use the Construction Task Catalog® in effect on the date that the Job Order Contract process is initiated (i.e. Joint Scope Meeting Invitation). However, the Contractor cannot delay the initiation of the Job Order Contract process to take advantage of a scheduled update of the Construction Task Catalog®. In that event, the Contractor shall use the Construction Task Catalog® that was in effect prior to the update.
- c. The new Construction Task Catalog® will be effective for the twelve (12) month period after the anniversary of the award date. The Construction Task Catalog® that accompanies each anniversary shall only apply to Job Orders initiated after the effective date of that specific renewal option and shall have no impact on Job Orders initiated prior to the effective date of that specific renewal option.

The new Construction Task Catalog shall be available in the Gordian Group Software.