

OFFICE OF THE CITY ATTORNEY
CHARLES PARKIN, City Attorney
411 West Ocean Boulevard, 9th Floor
Long Beach, CA 90802-4664

CONTRACT

35551

THIS CONTRACT is made and entered, in duplicate, as of May 13, 2020 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 May 12, 2020, by and between HARRY H. JOHNSON CONSTRUCTION INC., a California corporation ("Contractor"), whose address is 7303 Somerset Blvd., Paramount, California 90723, and the CITY OF LONG BEACH, a municipal corporation ("City").

WHEREAS, pursuant to a Notice Inviting Bids for North Health Facility Tenant Improvements in the City of Long Beach, California, dated February 12, 2020, 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-7156;

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-7156 for North Health Facility Tenant 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 North Health Facility Tenant Improvements in

1 the City of Long Beach, California, attached hereto as Exhibit "A" ("Bid"); provided,
2 however, that the total compensation to Contractor shall not exceed the maximum
3 cumulative amount of Two Million Three Hundred Thirty Thousand Six Hundred Five
4 Dollars (\$2,330,605.00) for the estimated quantities established in the Bid, subject
5 to additions or deductions as provided in the Contract Documents.

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

10 3. CONTRACT DOCUMENTS.

11 A. The Contract Documents include: The Notice Inviting Bids,
12 Project Specifications No. R-7156 (which may include by reference the Standard
13 Specifications for Public Works Construction, latest edition, and any supplements
14 thereto, collectively the "Standard Specifications"); the City of Long Beach Standard
15 Plans; Project Drawing No. B-4761 for this work; the California Code of Regulations;
16 the various Uniform Codes applicable to trades; the prevailing wage rates;
17 Instructions to Bidders; the Bid; the bid security; the City of Long Beach
18 Disadvantaged, Minority and Women-Owned Business Enterprise Program; the
19 Citywide Project Labor Agreement; this Contract and all documents attached hereto
20 or referenced herein including but not limited to insurance; Bond for Faithful
21 Performance; Payment Bond; Notice to Proceed; Notice of Completion; any
22 addenda or change orders issued in accordance with the Standard Specifications;
23 any permits required and issued for the work; approved final design drawings and
24 documents; the Information Sheet; and the Letter of Assent ("Contract Documents").
25 These Contract Documents are incorporated herein by the above reference and
26 form a part of this Contract.

27 B. If any conflict or inconsistency exists or develops among or
28 between Contract Documents, the following priority shall govern: 1) Permit(s) from

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

8 4. TIME FOR CONTRACT. Contractor shall commence work on a date
9 to be specified in a written Notice to Proceed from City and shall complete all work within
10 one hundred eighty (180) working days thereafter, subject to strikes, lockouts and events
11 beyond the control of Contractor. Time is of the essence hereunder. City will suffer
12 damage if the work is not completed within the time stated, but those damages would be
13 difficult or impractical to determine. So, Contractor shall pay to City, as liquidated
14 damages, the amount stated in the Contract Documents.

15 5. FORCE MAJEURE. If any party fails to perform its obligations
16 because of strikes, lockouts, labor disputes, embargoes, acts of God, inability to obtain
17 labor or materials or reasonable substitutes for labor materials, governmental restrictions,
18 governmental regulations, governmental controls, judicial orders, enemy or hostile
19 governmental action, pandemic, civil commotion, fire or other casualty, or other causes
20 beyond the reasonable control of the party obligated to perform, then that party's
21 performance will be excused for a period equal to the period of such cause for failure to
22 perform.

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

28 7. WORKERS' COMPENSATION CERTIFICATION. Concurrently

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

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

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

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

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

22 11. WORK DAY. Contractor shall comply with Sections 1810 through
23 1815 of the California Labor Code regarding hours of work. Contractor shall forfeit, as a
24 penalty to City, the sum of Twenty-Five Dollars (\$25.00) for each worker employed by
25 Contractor or any subcontractor for each calendar day such worker is required or permitted
26 to work more than eight (8) hours unless that worker receives compensation in accordance
27 with Section 1815.

28 12. PREVAILING WAGE RATES. Contractor is directed to the prevailing

1 wage rates. Contractor shall forfeit, as a penalty to the City, Two Hundred Dollars
2 (\$200.00) for each laborer, worker or mechanic employed for each calendar day, or portion
3 thereof, that such laborer, worker or mechanic is paid less than the prevailing wage rates
4 for any work done by Contractor, or any subcontractor, under this Contract. Contractor will
5 abide by the applicable apprenticeship requirements provided in the California Labor Code.

6 13. COORDINATION WITH GOVERNMENTAL REGULATIONS.

7 A. If the work is terminated pursuant to an order of any Federal or
8 State authority, Contractor shall accept as full and complete compensation under
9 this Contract such amount of money as will equal the product of multiplying the
10 Contract price stated herein by the percentage of work completed by Contractor as
11 of the date of such termination, and for which Contractor has not been paid. If the
12 work is so terminated, the City Engineer, after consultation with Contractor, shall
13 determine the percentage of work completed and the determination of the City
14 Engineer shall be final.

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

22 14. NOTICES.

23 A. Any notice required hereunder shall be in writing and personally
24 delivered or deposited in the U.S. Postal Service, first class, postage prepaid, to
25 Contractor at the address first stated herein, and to the City at 411 West Ocean
26 Boulevard, Long Beach, California 90802, Attn: City Manager. Notice of change of
27 address shall be given in the same manner as stated herein for other notices. Notice
28 shall be deemed given on the date deposited in the mail or on the date personal

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1 delivery is made, whichever first occurs.

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

5 15. BONDS. Contractor shall, simultaneously with the execution of this
6 Contract, execute and deliver to City a good and sufficient corporate surety bond, in the
7 form attached hereto and in the amount specified therein, conditioned upon the faithful
8 performance of this Contract by Contractor, and a good and sufficient corporate surety
9 bond, in the form attached hereto and in the amount specified therein, conditioned upon
10 the payment of all labor and material claims incurred in connection with this Contract.

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

17 17. CERTIFIED PAYROLL RECORDS.

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

1 City to withhold the penalty prescribed by law from progress payments due to
2 Contractor.

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

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

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

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

23 20. TAXES AND TAX REPORTING.

24 A. As required by federal and state law, City is obligated to and
25 will report the payment of compensation to Contractor on Form 1099-Misc.
26 Contractor shall be solely responsible for payment of all federal and state taxes
27 resulting from payments under this Contract. Contractor shall submit Contractor's
28 Employer Identification Number (EIN), or Contractor's Social Security Number if

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Contractor does not have an EIN, in writing to City's Accounts Payable, Department of Financial Management. Contractor acknowledges and agrees that City has no obligation to pay Contractor until Contractor provides one of these numbers.

B. Contractor shall cooperate with City in all matters relating to taxation and the collection of taxes, particularly with respect to the self-accrual of use tax. Contractor shall cooperate as follows: (i) for all leases and purchases of materials, equipment, supplies, or other tangible personal property totaling over One Hundred Thousand Dollars (\$100,000.00) shipped from outside California, a qualified Contractor shall complete and submit to the appropriate governmental entity the form in Appendix "A" attached hereto; and (ii) for construction contracts and subcontracts totaling Five Million Dollars (\$5,000,000.00) or more, Contractor shall obtain a sub-permit from the California Department of Tax and Fee Administration ("CFTA") for the Work site. "Qualified" means that the Contractor purchased at least Five Hundred Thousand Dollars (\$500,000.00) in tangible personal property that was subject to sales or use tax in the previous calendar year.

C. Contractor shall create and operate a buying company, as defined in CFTA Regulation 1699, subpart (i), in City if Contractor will purchase over Five Million Dollars (\$5,000,000.00) in tangible personal property subject to California sales and use tax.

D. In completing the form and obtaining the permit(s), Contractor shall use the address of the Work site as its business address and may use any address for its mailing address. Copies of the form and permit(s) shall also be delivered to the City Engineer. The form must be submitted and the permit(s) obtained as soon as Contractor receives a Notice to Proceed. Contractor shall not order any materials or equipment over One Hundred Thousand Dollars (\$100,000.00) from vendors outside California until the form is submitted and the permit(s) obtained and, if Contractor does so, it shall be a material breach of this Contract. In addition, Contractor shall make all purchases from the Long Beach

1 sales office of its vendors if those vendors have a Long Beach office and all
2 purchases made by Contractor under this Contract which are subject to use tax of
3 Five Hundred Thousand Dollars (\$500,000.00) or more shall be allocated to the City
4 of Long Beach. Contractor shall require the same cooperation with City, with
5 regards to subsections B, C and D under this section (including forms and permits),
6 from its subcontractors and any other subcontractors who work directly or indirectly
7 under the overall authority of this Contract.

8 E. Contractor shall not be entitled to and by signing this Contract
9 waives any claim or damages for delay against City if Contractor does not timely
10 submit these forms to the appropriate governmental entity. Contractor may request
11 a waiver to subsections B, C, and/or D. Waiver requests must be submitted in writing
12 and will be subject to City review and approval. Contractor may contact the Financial
13 Management Department, Budget Management Bureau at (562) 570-6425 for
14 assistance with the form.

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

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

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

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

1 not a party to this Contract.

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

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

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

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

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

1 subcontracts.

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

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

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

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

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

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

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

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1 31. PROJECT LABOR AGREEMENT. This Project is covered by a
2 Citywide Project Labor Agreement (“PLA”) entered into by the City of Long Beach with the
3 Los Angeles/Orange Counties Building and Construction Trades Council and the signatory
4 Craft Unions. The PLA contains a local hiring goal of 40%, calculated based on total hours
5 worked. The local hire provision requires best efforts to utilize qualified workers residing
6 in first tier zip codes (which include all of the City of Long Beach), then in second tier zip
7 codes (which reflect the Gateway Cities), and finally in Los Angeles and Orange Counties.
8 However, if Project work is funded in full or in part by State of California Tideland funds,
9 then the local hire provision requires best efforts to utilize qualified workers residing within
10 the Counties of Los Angeles or Orange. Contractor shall complete and deliver to City the
11 form (“Letter of Assent”) attached hereto as Exhibit “E” and incorporated by reference, to
12 comply with the PLA. Contractor agrees to work with the City and its selected Independent
13 Jobs Coordinator to promote the local hiring goals and objectives of the PLA.

14 32. 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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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.

HARRY H. JOH CONSTRUCTION INC., a California corporation

May 15, 2020

By [Signature]
Name Harry Joh
Title President

May 15, 2020

By [Signature]
Name Hyun Sook Joh
Title Secretary

"Contractor"

CITY OF LONG BEACH, a municipal corporation

June 9, 2020

By [Signature]
City Manager

EXECUTED PURSUANT TO SECTION 301 OF THE CITY CHARTER

"City"

This Contract is approved as to form on May 29, 2020.

CHARLES PARKIN, City Attorney

By [Signature]
Deputy

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EXHIBIT A

Awarded:

Base Bid: Line Items 1 through 15,

Energy Efficiency Improvements: Line Items 16 through 23,

Mobilization: Line Item 24,

Independent Jobs: Line Item 25,

Bid Additive 1: Storage Area Lighting: Line Item 30,

Bid Additive 2: Trash Enclosure/Storage Area: Line Item 31,

Bid Additive 3: Fire Life Safety Line Item 32.

**Bid Results for North Health Facility Tenant Improvements (R-7156)
Harry H Joh Construction Company**

Item Num	Section	Description	Unit of Measure	Quantity	Harry H. Joh Construction Inc.	Awarded Amt.
1	Base Bid	Demolition and Furniture Haul Away	LS	1	\$44,800.00	\$44,800.00
2	Base Bid	Concrete	LS	1	\$56,000.00	\$56,000.00
3	Base Bid	Millwork	LS	1	\$60,180.00	\$60,180.00
4	Base Bid	Masonry (ceramic tiles/stone)	LS	1	\$145,600.00	\$145,600.00
5	Base Bid	Doors, Frames and Hardware (Owner will Rekey)	LS	1	\$100,943.00	\$100,943.00
6	Base Bid	Interior Windows and Glazing	LS	1	\$6,720.00	\$6,720.00
7	Base Bid	Drywall	LS	1	\$100,800.00	\$100,800.00
8	Base Bid	Acoustic Ceilings	LS	1	\$56,000.00	\$56,000.00
9	Base Bid	Floor Finishes	LS	1	\$71,225.00	\$71,225.00
10	Base Bid	Wall Finishes - Interior and Exterior	LS	1	\$89,600.00	\$89,600.00
11	Base Bid	Plumbing-Including Sanitary Facility Accessories and Fixtures	LS	1	\$174,432.00	\$174,432.00
12	Base Bid	Security Services (for duration of construction)	LS	1	\$48,384.00	\$48,384.00
13	Base Bid	Hazardous Materials Abatement	LS	1	\$140,896.00	\$140,896.00
14	Base Bid	Code Required Signage	LS	1	\$7,500.00	\$7,500.00
15	Base Bid	Electrical -Non-Title 24, Including Temporary Power	LS	1	\$82,600.00	\$82,600.00
				Subtotal	\$1,185,680.00	\$1,185,680.00
16	Energy Efficiency Improvements	Roofing	LS	1	\$146,073.00	\$146,073.00
17	Energy Efficiency Improvements	Exterior Windows and Glazing	LS	1	\$160,384.00	\$160,384.00
18	Energy Efficiency Improvements	HVAC, Including Removal of Existing Equipment	LS	1	\$226,426.00	\$226,426.00
19	Energy Efficiency Improvements	Electrical - Panel Upgrades, Outlets, HVAC, Lighting and Controls, Title 24 Requirements	LS	1	\$247,800.00	\$247,800.00
20	Energy Efficiency Improvements	Appliances	LS	1	\$11,200.00	\$11,200.00
21	Energy Efficiency Improvements	Window Coverings	LS	1	\$19,992.00	\$19,992.00
22	Energy Efficiency Improvements	Parking Lot Striping for Accessible Parking	LS	1	\$11,200.00	\$11,200.00
23	Energy Efficiency Improvements	Telephone and Data	LS	1	\$141,389.00	\$141,389.00
				Subtotal	\$964,464.00	\$964,464.00
24	Mobilization	Mobilization (Not to Exceed 5% of Line Items 1-23 above)	LS	1	\$100,000.00	\$100,000.00
				Subtotal	\$100,000.00	\$100,000.00
25	Independent Jobs Coordinator	Independent Jobs Coordinator (1% of Line Items 1-23 above)	LS	1	\$20,000.00	\$21,501.00
				Subtotal	\$20,000.00	\$21,501.00
26	BID Deductive 1 - Facade Signage	Tenant Identification /Building Branding Signage Allowance (reference sheet A-6.0,keynote 11 and 10)	LS	1	\$10,000	0
				Subtotal	\$10,000	\$0.00
27	BID Deductive 2 - Exterior Paint	Paint Exterior Elevations and Overhangs (excludes patching and painting related to windows and doors replacement)	LS	1	\$22,400	0
				Subtotal	\$22,400	0
28	BID Deductive 3 - Enhanced Front Entrance	Enhanced frontage at main entrance (reference sheet A-6.0, keynote 13)	LS	1	\$15,000	0
				Subtotal	\$15,000	0
29	BID Deductive 4 - Building Appliances	Appliances	LS	1	\$11,200	0
				Subtotal	\$11,200	0

Item Num	Section	Description	Unit of Measure	Quantity		Awarded Amt.
30	BID Additive 1 - Storage Area Lighting	New lighting at storage area	LS	1	\$2,240.00	\$2,240.00
				Subtotal	\$2,240.00	\$2,240.00
31	BID ADDITIVE 2 - Trash Enclosure/ Storage Area	Replace doors at trash enclosure/storage area	LS	1	\$6,720.00	\$6,720.00
				Subtotal	\$6,720.00	\$6,720.00
32	Bid Additive 3 - Fire Life Safety	Replace Existing FLS System	LS	1	\$50,000.00	\$50,000.00
				Subtotal	\$50,000.00	\$50,000.00
33	BID ALTERNATE 1 - Ceiling Grid in Lieu of Open Ceiling Condition	2x2 Ceiling Grid and Tiles with LED Light Fixtures (Refer to Open Area 136 and 137 of Drawings)	LS	1	\$13,020.00	0
				Subtotal	\$13,020.00	\$0.00
				Total		\$2,330,605.00

EXHIBIT B
Workers Compensation Certificate

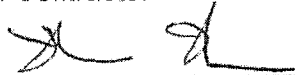
WORKERS' COMPENSATION CERTIFICATION

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:

Harry H. Joh Construction, Inc.

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



Title: President

Date: 3-25-20

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: 9201334-20
 - B. Name of Insurer (NOT Broker): State Fund
 - C. Address of Insurer: 333 Bush St. #8, San Francisco, CA 94104
 - D. Telephone Number of Insurer: 888-782-8338

- 2) For vehicles owned by Contractor and used in performing work under this Contract:
 - A. VIN (Vehicle Identification Number): Any Hired Auto only
 - B. Automobile Liability Insurance Policy Number: BA-6N649914
 - C. Name of Insurer (NOT Broker): Travelers Casualty Ins. Co of America
 - D. Address of Insurer: One Tower Square, Hartford, CT, 06183
 - E. Telephone Number of Insurer: 866-336-2077

- 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: 0

- 5) Estimated total wages to be paid those workers: \$0

- 6) Dates (or schedule) when those wages will be paid: N/A
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: _____
15

- 8) Taxpayer's Identification Number: ██████████

EXHIBIT D

List of Subcontractors

LIST OF SUBCONTRACTORS

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

Name <u>Cheshire Doors</u> Address <u>8332 Vicki Dr.</u> City <u>Whittier</u> Phone No. <u>562-639-6401</u> License No. <u>1063065</u>	Type of Work <u>Doors, frame, hardware</u> Dollar Value of Subcontract <u>\$ 90127</u> DIR Registration No. <u>1000567001</u>
Name <u>All available Blinds</u> Address <u>13230 Evening Creek Pr #211</u> City <u>San Diego</u> Phone No. <u>658-689-9999</u> License No. <u>1009294</u>	Type of Work <u>window coverings</u> Dollar Value of Subcontract <u>\$ 17850</u> DIR Registration No. <u>1000006500</u>
Name <u>Alhambra Glass Co.</u> Address <u>2904 W. Valley Blvd</u> City <u>Alhambra</u> Phone No. <u>626-282-9976</u> License No. <u>322524</u>	Type of Work <u>Glazing</u> Dollar Value of Subcontract <u>\$ 156000</u> DIR Registration No. <u>1000021129</u>
Name <u>Reliable Floor Covering</u> Address <u>2304 Townsend Rd</u> City <u>WestHatch Village</u> Phone No. <u>705-495-4891</u> License No. <u>839258</u>	Type of Work <u>Floor Finishes</u> Dollar Value of Subcontract <u>\$ 64000</u> DIR Registration No. <u>100001948</u>
Name <u>CA Choney</u> Address <u>25510 Ave Stanford #101</u> City <u>Valencia</u> Phone No. <u>661-702-9901</u> License No. <u>762715</u>	Type of Work <u>Acoustical ceilings</u> Dollar Value of Subcontract <u>\$ 62000</u> DIR Registration No. <u>100001543</u>

LIST OF SUBCONTRACTORS

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

Name	<u>Archipro Construction, Inc.</u>	Type of Work	<u>Demolition and furniture haul, drywall, wall finishes</u>
Address	<u>13457 Pumice St.</u>	code required signage, <u>stripping, insulation, masonry</u>	
City	<u>Norwalk, CA 90650</u>	Dollar Value of Subcontract	<u>\$ 480,000</u>
Phone No.	<u>714-656-6564</u>		
License No.	<u>949301</u>	DIR Registration No.	<u>1000042962</u>
Name	<u>US Community Builders</u>	Type of Work	<u>Electrical</u>
Address	<u>2114 La Canada Crest Dr.</u>		
City	<u>La Canada, CA 91011</u>	Dollar Value of Subcontract	<u>\$ 240,000</u>
Phone No.	<u>818-216-9473</u>		
License No.	<u>1028635</u>	DIR Registration No.	<u>1000058104</u>
Name	<u>C&M Industries, Inc.</u>	Type of Work	<u>Hazardous Material Abatement</u>
Address	<u>4506 Maine Ave., Suite D</u>		
City	<u>Baldwin Park,</u>	Dollar Value of Subcontract	<u>\$ 128,500</u>
Phone No.	<u>626-337-0501</u>		
License No.	<u>992395</u>	DIR Registration No.	<u>1000025331</u>
Name	<u>Finishing Touch Woodworking</u>	Type of Work	<u>MILLWORK</u>
Address	<u>12271 INDUSTRY ST.</u>		
City	<u>Garden Grove</u>	Dollar Value of Subcontract	<u>\$ 54,000</u>
Phone No.	<u>714-890-9100</u>		
License No.	<u>870143</u>	DIR Registration No.	<u>1000017497</u>
Name	<u>Letner Roofing Co.</u>	Type of Work	<u>Roofing</u>
Address	<u>1490 N. Glassall</u>		
City	<u>Orange</u>	Dollar Value of Subcontract	<u>\$ 131,000</u>
Phone No.	<u>714-628-7517</u>		
License No.	<u>689961</u>	DIR Registration No.	<u>1000082763</u>

LIST OF SUBCONTRACTORS

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

<p>Name <u>New Star Plumbing, Inc</u></p> <p>Address <u>15879 La Floresta Dr.</u></p> <p>City <u>Hacienda Heights</u></p> <p>Phone No. <u>621-336-8299</u></p> <p>License No. <u>1209180</u></p>	<p>Type of Work <u>Plumbing</u></p> <p>Dollar Value of Subcontract <u>\$ 140000</u></p> <p>DIR Registration No. <u>1000032965</u></p>
<p>Name <u>Air West Mechanical</u></p> <p>Address <u>12166 Front St.</u></p> <p>City <u>Abimuk</u></p> <p>Phone No. <u>562-903-5888</u></p> <p>License No. <u>868570</u></p>	<p>Type of Work <u>HVAC</u></p> <p>Dollar Value of Subcontract <u>\$ 203000</u></p> <p>DIR Registration No. <u>1000004867</u></p>
<p>Name <u>LOSCO FIRE PROTECTION</u></p> <p>Address <u>29272 Rancho Viejo Rd 205</u></p> <p>City <u>San Juan Capistrano</u></p> <p>Phone No. <u>714-989-1800</u></p> <p>License No. <u>577621</u></p>	<p>Type of Work <u>FIRE LIFE SAFETY</u></p> <p>Dollar Value of Subcontract <u>\$ 50000</u></p> <p>DIR Registration No. <u>100002305</u></p>
<p>Name <u>ALL PRO COMM TECH</u></p> <p>Address <u>2401 Pine St.</u></p> <p>City <u>Pomona</u></p> <p>Phone No. <u>909-596-7051</u></p> <p>License No. <u>789903</u></p>	<p>Type of Work <u>Telephone & Data</u></p> <p>Dollar Value of Subcontract <u>\$ 145000</u></p> <p>DIR Registration No. <u>1000012607</u></p>
<p>Name <u>BLITZ CONCRETE</u></p> <p>Address <u>1460 Cambridge Ave</u></p> <p>City <u>Redlands</u></p> <p>Phone No. <u>866-864-9728</u></p> <p>License No. <u>1020174</u></p>	<p>Type of Work <u>CONCRETE</u></p> <p>Dollar Value of Subcontract <u>\$ 50,000</u></p> <p>DIR Registration No. <u>1000058103</u></p>

EXHIBIT “E”

Letter of Assent



Harry H. Joh Construction Inc.
7303 Somerset Blvd.
Paramount, CA 90723
Tel: (562) 630-3348
Fax: (562) 630-3848

May 15, 2020

Project Labor Agreement Administrator
City of Long Beach
411 West Ocean Blvd.
Long Beach, CA 90802

Re: Project Labor Agreement - Letter of Assent

Dear Sir or Madam.

This is to confirm that Harry H. Joh Construction Inc. agrees to be party to and bound by the City of Long Beach Project Labor Agreement #33859 effective May 22, 2015, as such any Agreement may, from time to time, be amended by the negotiating parties or interpreted pursuant to its terms. Such obligation to be a party and bound by this Agreement shall extend to all work covered by the agreement undertaken by this Company on the project and this Company shall require of its contractors and subcontractors of whatever tier to be similarly bound for all work within the scope of the Agreement by signing and furnishing to you an identical letter of assent prior to their commencement of work.

Sincerely,

A handwritten signature in black ink, appearing to be 'Harry Joh', written in a cursive style.

Harry Joh, President
Harry H. Joh Construction Inc.

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.

PERFORMANCE BOND
(Bond for Faithful Performance)

WHEREAS, The CITY OF LONG BEACH, a municipal corporation of the State of California, hereinafter the "City" or "Obligee," have conditionally awarded to HARRY H. JOH CONSTRUCTION INC., a California corporation designated as the "Contractor" or "Principal" herein, a contract for the work ("Work") described as follows: North Health Facility Tenant Improvements, as described in Specification No.: R-7156, Addenda and related drawings.

WHEREAS, the Principal is about to enter into a Contract with Obligee for performance of the Work, which Contract, and all Contract Documents set forth therein are incorporated herein by this reference.

WHEREAS, the Principal is required to furnish a bond guaranteeing the prompt, full and faithful performance of its obligations under the Contract Documents concurrently with delivery to Obligee of the executed Contract.

NOW, THEREFORE, we the undersigned Contractor, as Principal, and OLD REPUBLIC SURETY COMPANY, an admitted surety insurer in the State of California, as Surety, are held and firmly bound unto THE CITY OF LONG BEACH, a municipal corporation of the State of California (hereinafter the "City" or "Obligee") in the penal sum of Two Million Three Hundred Thirty Thousand Six Hundred Five Dollars (\$2,330,605) lawful money of the United States, for the payment of which sum, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT:

If the Principal shall promptly, fully and faithfully perform each and all of the obligations and things to be done and performed by the Principal in strict accordance with the terms of the Contract Documents as said Contract Documents may be modified or amended from time to time; and if the Principal shall indemnify and save harmless the Obligee and all of its officers, agents and employees from any and all losses, liability and damages, claims, judgments, stop notices, costs, and fees of every description, whether imposed by law or equity, which may be incurred by the Obligee by reason of the failure or default on the part of the Principal in the performance of any or all of the terms or the obligations of the Contract Documents, as they may be amended and supplemented including, but not limited to, its liability for liquidated damages for delay, all warranties or guarantees required thereunder and indemnity obligations; then this obligation shall be void; otherwise, it shall be, and remain, in full force and effect.

Whenever the Principal shall be, and is declared by the Obligee to be in default under the Contract, which shall include without limitation, any breach or default of the Contract Documents, then, after written notice from the Obligee to the Surety, as provided for below, the Surety shall either remedy the default or breach by the Principal or shall promptly and faithfully take charge of the Work of and complete the Work in accordance with the requirements of the Contract Documents with a contractor other than the Principal at its own expense and make available as work progresses sufficient funds to pay the cost of completion less the balance of the Contract price including other costs and damages for which the surety may be liable hereunder; provided, however, that the procedure by which the Surety undertakes to discharge its obligations under this Bond shall be subject to the advance written approval of the Obligee.

Within fifteen (15) days of Obligee's written notice to the Surety of the failure of performance of the Contract by the Principal, it shall be the duty of the Surety to give to the Obligee an unequivocal notice in writing of the Surety's election to remedy the default(s) of the Principal promptly, or to arrange for performance of the Contract promptly by a Contractor other than the Principal, time being of essence to this Bond. In said Notice of Election, the Surety shall state the date of commencement of its cure or remedy of the Principal's default(s) or its performance of the Contract. The Surety's obligations for cure or remedy, include but are not limited to: correction of defective work and completion of the Contract, additional legal, design professional and delay costs arising from Surety's actions or failure to act; and liquidated damages, or if no liquidated damages are specified in the Contract, actual damages caused by delayed performance or non-performance by the Principal. The Surety shall give prompt written notice to the Obligee upon completion of the cure or remedy of the Principal's default(s) of its performance of the Construction Contract.

If the Surety does issue its Notice of Election and does not proceed to cure or remedy the Principal's default(s) of its performance of the Work with reasonable promptness, the Surety shall be deemed to be in default on this bond fifteen (15) days after receipt of a written notice from Obligee to the Surety demanding that the Surety perform its obligations under this Bond, and the Obligee shall be entitled to enforce any remedy available to Obligee.


The Surety and Principal, for value received, hereby stipulate and agree that no change, extension of time, modification, alteration or addition to the terms of the Contract or Contract Documents or to the Work to be performed thereunder shall in any way affect or release the Principal or Surety or their respective heirs, executors, administrators, successors and assigns from their obligations on this bond, and Surety does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract, or Contract Documents, or to the Work. No premature payment by the City to the Principal shall release or exonerate the Surety, unless the Officer or Board 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 more than the amount of such premature payment.

FURTHER, Principal and Surety agree that if Obligee is required to engage the services of attorneys in connection with enforcement of the bond, each shall pay Obligee's reasonable attorneys' fees incurred, with or without suit, in addition to the above penal sum.

The guarantees contained herein shall survive the final completion of the Work called for in the Contract Documents with respect to the obligations and liabilities of the Principal which survive such final completion.

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety above-named, on the 15TH day of MAY, 2020.

OLD REPUBLIC SURETY COMPANY

By:  Surety Name

Name: PHILIP E. VEGA Signature

Title: ATTORNEY-in-FACT Printed Name

Address: 534 E. BADILLO ST. COVINA, CA 91723

Telephone: 626-859-1000

Attorney-in-Fact

Signature

(Attach Attorney-in-Fact Certificate, Corporate Seal and Surety Seal)

May 29, 2020

Approved as to form.

CHARLES PARKIN, City Attorney

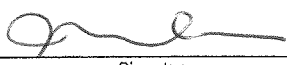
By:  Deputy City Attorney

Harry H. Joh Construction Inc., a California corporation

By:  Signature

Name: HARRY JOH Printed Name

Title: PRESIDENT

By:  Signature

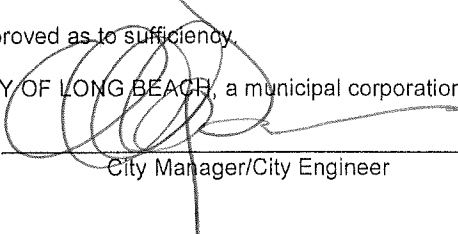
Name: HYUN SOOK JOH Printed Name

Title: SECRETARY

May 21, 2020

Approved as to sufficiency.

CITY OF LONG BEACH, a municipal corporation

By:  City Manager/City Engineer

NOTE:

1. Execution of this bond must be acknowledged by both PRINCIPAL and SURETY before a Notary Public and Notary's certificate of each acknowledgment must be attached.

2. A corporation must execute this bond by duly authorized officers or agents, and a certified copy of a resolution of its Board of Directors authorizing such execution, or other evidence of authority for such execution, must be attached if executed by persons other than the officers listed in Section 313, California Corporations Code.

OLD REPUBLIC SURETY COMPANY

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint:

BRITTON CHRISTIANSEN, MYRNA SMITH, PHILIP E. VEGA, KEVIN VEGA, OF COVINA, CA

its true and lawful Attorney(s)-in-Fact, with full power and authority, for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, (other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, asbestos abatement contract bonds, waste management bonds, hazardous waste remediation bonds or black lung bonds), as follows:

ALL WRITTEN INSTRUMENTS

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This document is not valid unless printed on colored background and is multi-colored. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982. This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18, 1982.

RESOLVED that, the president, any vice-president, or assistant vice president, in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

- RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company (i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or (ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or (iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the company to such person or persons.

RESOLVED FURTHER, that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification there of authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the company; and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 17TH day of DECEMBER, 2019.

OLD REPUBLIC SURETY COMPANY

Karen J. Haffner Assistant Secretary



Alan Pavlic President

STATE OF WISCONSIN, COUNTY OF WAUKESHA-SS

On this 17TH day of DECEMBER, 2019, personally came before me, Alan Pavlic and Karen J. Haffner, to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say; that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.



Kathryn R. Pearson Notary Public My commission expires: 9/28/2022

CERTIFICATE (Expiration of notary commission does not invalidate this instrument) I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.

74-0061

Signed and sealed at the City of Brookfield, WI this 15 day of MAY, 2020



Karen J. Haffner Assistant Secretary

C & D BONDING & INS SERVICES

THIS DOCUMENT HAS A COLORED BACKGROUND AND IS MULTI-COLORED ON THE FACE. THE COMPANY LOGO APPEARS ON THE BACK OF THIS DOCUMENT AS A WATERMARK. IF THESE FEATURES ARE ABSENT, THIS DOCUMENT IS VOID.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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

State of California)
County of LOS ANGELES)

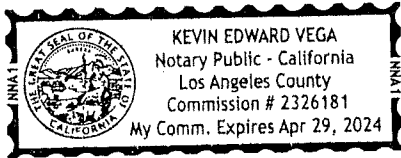
On MAY 15 2020 before me, KEVIN EDWARD VEGA, NOTARY PUBLIC,
Date Here Insert Name and Title of the Officer

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 [Handwritten Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

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

Capacity(ies) Claimed by Signer(s)

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

Signer's Name: _____
 Corporate Officer — Title(s): _____
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 Individual Attorney in Fact
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 Other: _____
Signer Is Representing: _____

CALIFORNIA ACKNOWLEDGMENT

CIVIL CODE § 1189

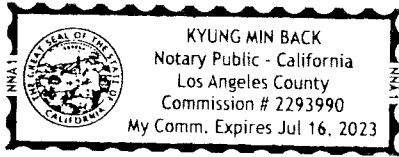
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }
County of Los Angeles }

On May 15 before me, Kyung Min Back, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Harry Jih
Name(s) of Signer(s)

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



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

WITNESS my hand and official seal.

Signature [Handwritten Signature]
Signature of Notary Public

Place Notary Seal and/or Stamp Above

OPTIONAL

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Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

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: _____

CALIFORNIA ACKNOWLEDGMENT

CIVIL CODE § 1189

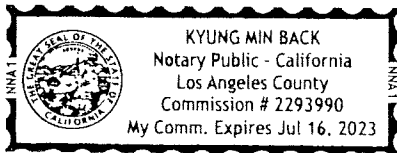
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State of California }
County of Los Angeles }

On May 15 before me, Kyung Min Back, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Hyun Sook Joh
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.

Place Notary Seal and/or Stamp Above

Signature [Signature]
Signature of Notary Public

OPTIONAL

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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: _____

Payment Bond
No. 5922703

PAYMENT BOND
(Labor and Material Bond)

WHEREAS, The CITY OF LONG BEACH, a municipal corporation, hereinafter the "City" or "Obligee," have conditionally awarded to HARRY H. JOH CONSTRUCTION INC., a California corporation designated as the "Contractor" or "Principal" herein, a contract for the work ("Work") described as follows: North Health Facility Tenant Improvements, as described in Specification No.: R-7156, Addenda and related drawings.

WHEREAS, the Principal is about to enter into a Contract with the Obligee for the performance of the Work, which Contract and all Contract Documents set forth therein are incorporated herein by this reference.

WHEREAS, by the terms of said Contract Documents, as well as Civil Code Sections 9550 and 9554, Principal is required to furnish a bond for the prompt, full and faithful payment to any Claimant, as hereinafter defined, for all labor, materials or services used or reasonably required for use in the performance of the Work of the Project;

NOW THEREFORE, we the undersigned Contractor, as Principal, and OLD REPUBLIC SURETY COMPANY admitted as a surety insurer in the State of California ("Surety"), are held and firmly bound to the City for payment of the penal sum of Two Million Three Hundred Thirty Thousand Six Hundred Five Dollars (\$2,330,605) lawful money of the United States, for which payment we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally.

THE CONDITION OF THIS OBLIGATION IS SUCH that if said Principal, shall fail to pay any of the persons named in Civil Code Section 9100 ("Claimants"), for all labor, materials or services used or reasonably required for use in performance of the Work of the Project, or for any amounts due under the Unemployment Insurance Code with respect to work or labor performed by any such Claimant on the Project, or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the Contractor and subcontractors pursuant to Section 13020 of the Unemployment Insurance Code with respect to such work and labor, that the surety or sureties herein will pay for the same in an amount not exceeding the sum specified in this bond, otherwise the above obligation shall be void.


If suit is brought upon this bond, the said Surety will pay reasonable attorney's fees to be fixed by the court.

This bond shall inure to the benefit of any of the persons named in Civil Code Section 9100 so as to give a right of action to such persons or the assigns in any suit brought upon this bond.

The Surety and Principal, for value received, hereby stipulate and agree that no change, extension of time, modification, alteration or addition to the terms of the Contract or Contract Documents or to the Work to be performed thereunder shall in any way affect or release the Principal or Surety or their respective heirs, executors, administrators, successors and assigns from their obligations on this bond, and Surety does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract, or Contract Documents, or to the Work. No premature payment by the City to the Principal shall release or exonerate the Surety, unless the Officer or Board 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 more than the amount of such premature payment.

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety above-named, on the 15TH day of MAY, 2020.

OLD REPUBLIC SURETY COMPANY

By:  Surety Name
Signature

Name: PHILIP E. VEGA
Printed Name

Title: ATTORNEY-in-FACT

Address: 534 E. BADILLO ST. COVINA, 9172

Telephone: 626-859-1000

Attorney-in-Fact

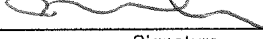
Signature

Harry H. Joh Construction Inc., a California corporation

By: 
Signature

Name: HARRY JOH
Printed Name

Title: PRESIDENT

By: 
Signature

Name: HYUN SOOK JOH
Printed Name

Title: SECRETARY

(Attach Attorney-in-Fact Certificate, Corporate Seal and Surety Seal)

May 29, 2020

Approved as to form.

CHARLES PARKIN, City Attorney

By: 
Deputy City Attorney

May 21, 2020

Approved as to sufficiency.

CITY OF LONG BEACH, a municipal corporation

By: 
City Manager/City Engineer

NOTE:

1. Execution of this bond must be acknowledged by both PRINCIPAL and SURETY before a Notary Public and Notary's certificate of each acknowledgment must be attached.

2. A corporation must execute this bond by duly authorized officers or agents, and a certified copy of a resolution of its Board of Directors authorizing such execution, or other evidence of authority for such execution, must be attached if executed by persons other than the officers listed in Section 313, California Corporations Code.

OLD REPUBLIC SURETY COMPANY

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint:

BRITTON CHRISTIANSEN, MYRNA SMITH, PHILIP E. VEGA, KEVIN VEGA, OF COVINA, CA

its true and lawful Attorney(s)-in-Fact, with full power and authority, for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, (other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, asbestos abatement contract bonds, waste management bonds, hazardous waste remediation bonds or black lung bonds), as follows:

ALL WRITTEN INSTRUMENTS

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This document is not valid unless printed on colored background and is multi-colored. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982. This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18, 1982.

RESOLVED that, the president, any vice-president, or assistant vice president, in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company (i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or (ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or (iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the company to such person or persons.

RESOLVED FURTHER, that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the company; and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 17TH day of DECEMBER, 2019.

OLD REPUBLIC SURETY COMPANY

Karen J. Staffner

Assistant Secretary



Alan Pavlic

President

STATE OF WISCONSIN, COUNTY OF WAUKESHA-SS

On this 17TH day of DECEMBER, 2019, personally came before me, Alan Pavlic and Karen J. Staffner to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say; that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.



Kathryn R. Pearson
Notary Public

My commission expires: 9/28/2022

(Expiration of notary commission does not invalidate this instrument)

CERTIFICATE

I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.

74-0061

Signed and sealed at the City of Brookfield, WI this 15 day of MAY 2020



Karen J. Staffner

Assistant Secretary

C & D BONDING & INS SERVICES

THIS DOCUMENT HAS A COLORED BACKGROUND AND IS MULTI-COLORED ON THE FACE. THE COMPANY LOGO APPEARS ON THE BACK OF THIS DOCUMENT AS A WATERMARK. IF THESE FEATURES ARE ABSENT, THIS DOCUMENT IS VOID.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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State of California)
County of LOS ANGELES)

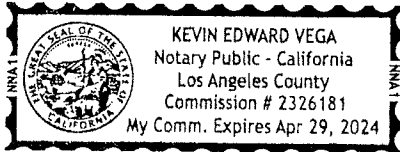
On MAY 15 2020 before me, KEVIN EDWARD VEGA, NOTARY PUBLIC
Date Here Insert Name and Title of the Officer

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 [Handwritten Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

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

Capacity(ies) Claimed by Signer(s)

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

Signer's Name: _____
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CALIFORNIA ACKNOWLEDGMENT

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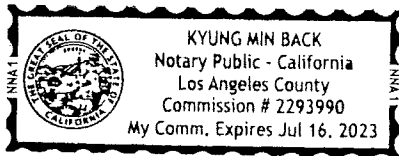
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State of California }
County of Los Angeles }

On May 15 before me, Kyung Min Back, Notary Public,
Date Here Insert Name and Title of the Officer

personally appeared Harry Joh
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.



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Signature of Notary Public

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Partner – Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

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Signer is Representing: _____

Signer's Name: _____

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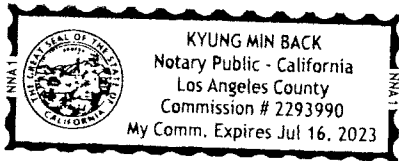
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State of California }
County of Los Angeles }

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personally appeared Hyun Sook Joh
Name(s) of Signer(s)

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Signer is Representing: _____

Signer's Name: _____

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Partner – Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer is Representing: _____