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AGREEMENT

30224

THIS AGREEMENT is made and entered, in duplicate, as of
8/29, 2007 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 June 5, 2007
by and between C. J. TECH CONSTRUCTION, INC., whose business address is 3850
Wilshire Boulevard, Suite 385, Los Angeles, California 90010 ("Contractor"), and the
CITY OF LONG BEACH, a municipal corporation ("City").

WHEREAS, the City requires general repair work and remodeling of the
bandshell building at Bixby Park ("Project"); and

WHEREAS, City has selected Contractor in accordance with City's
administrative procedures and City has ascertained that Contractor and its employees
are qualified, licensed, if so required, and experienced in performing such work; and

WHEREAS, City desires to have Contractor perform this work, and
Contractor is willing and able to do so on the terms and conditions stated in this
Agreement;

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

1. SCOPE OF WORK OR SERVICES.

A. Contractor shall perform general repair work and remodeling of the
bandshell building at Bixby Park, in accordance with the standards of the profession and
Exhibit A which is attached. City shall pay for these services in the manner described
below, in an amount not to exceed \$179,000.00.

B. Contractor may select the time and place of its performance provided,
however, that access to City documents, records, and the like, if needed by Contractor,
shall be available only during City's normal business hours and provided that milestones
for performance, if any, are met.

C. Contractor has requested to receive regular payments. City shall pay

1 Contractor in due course of payments following receipt from Contractor and approval by
2 City of invoices showing the services or task performed, the time expended (if billing is
3 hourly), and the name of the Project. Contractor shall certify on the invoices that
4 Contractor has performed the services in full conformance with this Agreement and is
5 entitled to receive payment. Each invoice shall be accompanied by a progress report
6 indicating the progress to date of services performed and covered by the invoice,
7 including a brief statement of any Project problems and potential causes of delay in
8 performance, and listing those services that are projected for performance by Contractor
9 during the next invoice cycle. Where billing is done and payment is made on an hourly
10 basis, the parties acknowledge that this arrangement is either customary practice for
11 Contractor's profession, industry, or business, or is necessary to satisfy audit and legal
12 requirements which may arise due to the fact that City is a municipality.

13 D. Contractor represents that Contractor has obtained all necessary
14 information on conditions and circumstances that may affect its performance and has
15 conducted site visits, if necessary.

16 E. **CAUTION:** Contractor shall not begin work until this Agreement has
17 been signed by both parties and until Contractor's evidence of insurance has been
18 delivered to and approved by the City.

19 ^{AWB} 2. TERM. The term of this Agreement shall commence on
20 September 10/2007 and shall terminate on October 31, 2007, unless
21 sooner terminated as provided in this Agreement, or unless the services or the Project is
22 completed sooner.

23 3. COORDINATION AND ORGANIZATION.

24 A. Contractor shall coordinate its performance with City's representative.
25 Contractor shall advise and inform City's representative of the work in progress on the
26 Project in sufficient detail so as to assist City's representative in making presentations
27 and in holding meetings on the Project.

28 4. INDEPENDENT CONTRACTOR. In performing its services, Contractor

1 is and shall act as an independent contractor and not an employee, representative, or
2 agent of City. Contractor shall have control of Contractor's work and the manner in which
3 it is performed. Contractor shall be free to contract for similar services to be performed for
4 others during this Agreement provided, however, that Contractor acts in accordance with
5 Section 9 and Section 11 of this Agreement. Contractor acknowledges and agrees that a)
6 City will not withhold taxes of any kind from Contractor's compensation, b) City will not
7 secure workers' compensation or pay unemployment insurance to, for or on Contractor's
8 behalf, and c) City will not provide and Contractor is not entitled to any of the usual and
9 customary rights, benefits or privileges of City employees. Contractor expressly warrants
10 that neither Contractor nor any of Contractor's employees or agents shall represent
11 themselves to be employees or agents of City.

12 5. INSURANCE. As a condition precedent to the effectiveness of this
13 Agreement, Contractor shall procure and maintain at Contractor's expense for the
14 duration of this Agreement from insurance companies that are admitted to write
15 insurance in California or from authorized non-admitted insurance companies that have
16 ratings of or equivalent to A:VIII by A.M. Best Company the following insurance:

17 (a) Commercial general liability insurance (equivalent in scope to ISO form
18 CG 00 01 11 85 or CG 00 01 11 88) in an amount not less than \$1,000,000 per each
19 occurrence and \$2,000,000 general aggregate. This coverage shall include but not be
20 limited to broad form contractual liability, cross liability, independent contractor's liability,
21 and products and completed operations liability. The City, its officials, employees and
22 agents shall be named as additional insureds by endorsement (on City's endorsement
23 form or on an endorsement equivalent in scope to ISO form CG 20 10 11 85 or to both
24 CG 20 10 10 01 and CG 20 37 10 01), and this insurance shall contain no special
25 limitations on the scope of protection given to the City, its officials, employees and
26 agents.

27 (b) Workers' Compensation insurance as required by the California Labor
28 Code and employer's liability insurance in an amount not less than \$1,000,000.

1 (c) Professional liability or errors and omissions insurance in an amount not
2 less than \$1,000,000 per claim.

3 (d) Commercial automobile liability insurance (equivalent in scope to ISO
4 form CA 00 01 06 92), covering Auto Symbol 1 (Any Auto) in an amount not less than
5 \$500,000 combined single limit per accident.

6 Any self-insurance program, self-insured retention, or deductible must be
7 separately approved in writing by City's Risk Manager or designee and shall protect City,
8 its officials, employees and agents in the same manner and to the same extent as they
9 would have been protected had the policy or policies not contained retention or
10 deductible provisions. Each insurance policy shall be endorsed to state that coverage
11 shall not be reduced, non-renewed, or canceled except after thirty (30) days prior written
12 notice to City, and shall be primary and not contributing to any other insurance or self-
13 insurance maintained by City. Contractor shall notify the City in writing within five (5) days
14 after any insurance has been voided by the insurer or cancelled by the insured. If this
15 coverage is written on a "claims made" basis, it must provide for an extended reporting
16 period of not less than one year, commencing on the date this Agreement expires or is
17 terminated, unless Contractor guarantees that Contractor will provide to the City evidence
18 of uninterrupted, continuing coverage for a period of not less than three (3) years,
19 commencing on the date this Agreement expires or is terminated.

20 Contractor shall require that all subcontractors and contractors which
21 Contractor uses in the performance of services maintain insurance in compliance with
22 this Section unless otherwise agreed in writing by City's Risk Manager or designee.

23 Prior to the start of performance, Contractor shall deliver to City certificates
24 of insurance and endorsements for approval as to sufficiency and form. In addition,
25 Contractor, shall, within thirty (30) days prior to expiration of the insurance furnish to City
26 certificates of insurance and endorsements evidencing renewal of the insurance. City
27 reserves the right to require complete certified copies of all policies of Contractor and
28 Contractor's subcontractors and consultants, at any time. Contractor shall make available

1 to City's Risk Manager or designee all books, records and other information relating to
2 the insurance, during normal business hours.

3 Any modification or waiver of these insurance requirements shall only be
4 made with the approval of City's Risk Manager or designee. Not more frequently than
5 once a year, the City's Risk Manager or designee may require that Contractor,
6 Contractor's subcontractors and change the amount, scope or types of coverages if, in
7 his or her sole opinion, the amount, scope, or types of coverages are not adequate.

8 The procuring or existence of insurance shall not be construed or deemed
9 as a limitation on liability relating to Contractor's performance or as full performance of or
10 compliance with the indemnification provisions of this Agreement.

11 6. ASSIGNMENT AND SUBCONTRACTING. This Agreement
12 contemplates the personal services' of Contractor and Contractor's employees, and the
13 parties acknowledge that a substantial inducement to City for entering this Agreement
14 was and is the professional reputation and competence of Contractor and Contractor's
15 employees. Contractor shall not assign its rights or delegate its duties under this
16 Agreement, or any interest in this Agreement, or any portion hereof, without the prior
17 approval of City, except that Contractor may with the prior approval of the City, Manager
18 of City, assign any moneys due or to become due the Contractor under this Agreement.
19 Any attempted assignment or delegation shall be void, and any assignee or delegate
20 shall acquire no right or interest by reason of an attempted assignment or delegation.
21 Furthermore, Contractor shall not subcontract any portion of its performance without the
22 prior approval of the City Manager or designee or substitute a subcontractor or contractor
23 without the prior approval to the substitution. Nothing stated in this Section shall prevent
24 Contractor from employing as many employees as Contractor deems necessary for
25 performance, of this Agreement.

26 7. CONFLICT OF INTEREST. Contractor, by executing this Agreement,
27 certifies that, at the time Contractor executes this Agreement and for its duration,
28 Contractor does not and will not perform services for any other client which would create

1 a conflict, whether monetary or otherwise, as between the interests of City under this
2 Agreement and the interests of that other client. And, Contractor shall obtain similar
3 certifications from Contractor's employees, subcontractors.

4 8. MATERIALS. Contractor shall furnish all labor and supervision, supplies,
5 material, tools, machinery, equipment, appliances, transportation, and services
6 necessary to or used in the performance of Contractor's obligations hereunder.

7 9. OWNERSHIP OF DATA. All materials, information and data prepared,
8 developed, or assembled by Contractor or furnished to Contractor in connection with this
9 Agreement, including but not limited to documents, estimates, calculations, studies,
10 maps, graphs, charts, computer disks, computer source documentation, samples,
11 models, reports, summaries, drawings, designs, notes, plans, information, material, and
12 memorandum ("Data") shall be the exclusive property of City. Data shall be given to City,
13 and City shall have the unrestricted right to use and disclose the Data in any manner and
14 for any purpose without payment of further compensation to Contractor. Copies of Data
15 may be retained by Contractor but Contractor warrants that Data shall not be made
16 available to any person or entity for use without the prior approval of City. This warranty
17 shall survive termination of this Agreement for five (5) years.

18 10. TERMINATION. Either party shall have the right to terminate this
19 Agreement for any reason or no reason at any time by giving fifteen (15) calendar days
20 prior notice to the other party. In the event of termination under this Section, City shall
21 pay Contractor for services satisfactorily performed and costs incurred up to the effective
22 date of termination for which Contractor has not been previously paid. The procedures for
23 payment in Section 1.C. with regard to invoices shall apply. On the effective date of
24 termination, Contractor shall deliver to City all Data developed or accumulated in the
25 performance of this Agreement, whether in draft or final form, or in process.

26 11. CONFIDENTIALITY. Contractor shall keep the Data confidential and
27 shall not disclose the Data or use the Data directly or indirectly other than in the course of
28 performing its services during the term of this Agreement and for five (5) years following

1 expiration or termination of this Agreement. In addition, Contractor shall keep confidential
2 all information, whether written, oral, or visual, obtained by any means whatsoever in the
3 course of performing its services for the same period of time. Contractor shall not
4 disclose any or all of the Data to any third party or use it for Contractor's own benefit or
5 the benefit of others except for the purpose of this Agreement.

6 12. BREACH OF CONFIDENTIALITY. Contractor shall not be liable for a
7 breach of confidentiality with respect to Data that: (a) Contractor demonstrates Contractor
8 knew prior to the time City disclosed it; or (b) Is or becomes publicly available without
9 breach of this Agreement by Contractor; or (c) A third party who has a right to disclose
10 does so to Contractor without restrictions on further disclosure; or (d) Must be disclosed
11 pursuant to subpoena or court order.

12 13. ADDITIONAL COSTS AND REDESIGN.

13 A. Any costs incurred by the City due to Contractor's failure to meet the
14 standards required by the Scope of Work or Contractor's failure to perform fully the tasks
15 described in the Scope of Work which, in either case, causes the City to request that
16 Contractor perform again all or a part of the Scope of Work shall be at the sole cost of
17 Contractor and City shall not pay any additional compensation to Contractor for its re-
18 performance.

19 B. If the Project involves construction and the scope of work requires
20 Contractor to prepare plans and specifications with an estimate of the cost of
21 construction, then Contractor may be required to modify the plans and specifications, any
22 construction documents relating to the plans and specifications, and Contractor's
23 estimate, at no cost to City, when the lowest bid for construction received by City
24 exceeds by more than ten percent (10%) Contractor's estimate. This modification shall be
25 submitted in a timely fashion to allow City to receive new bids within four (4) months of
26 the date on which the original plans and specifications were submitted by Contractor.

27 14. AMENDMENT. This Agreement, including all Exhibits, shall not be
28 amended, nor any provision or breach waived, except in writing signed by the parties

1 which expressly refers to this Agreement.

2 15. LAW. This Agreement shall be governed by and construed pursuant to
3 the laws of the State of California (except those provisions of California law pertaining to
4 conflicts of laws). Contractor shall comply with all laws, ordinances, rules and regulations
5 of and obtain all permits, licenses, and certificates required by all federal, state and local
6 governmental authorities.

7 16. ENTIRE AGREEMENT. This Agreement, including all Exhibits,
8 constitutes the entire understanding between the parties and supersedes all other
9 agreements, oral or written, with respect to the subject matter in this Agreement.

10 17. INDEMNITY. Contractor shall indemnify and hold harmless the City, its
11 Boards, Commissions, and their officials, employees and agents (collectively in this
12 Section "City") from and against any and all liability, claims, demands, damage, causes of
13 action, proceedings, penalties, loss, costs, and expenses (including attorney's fees, court
14 costs, and expert and witness fees) (collectively "Claims or individually "Claim"). Claims
15 include allegations and include by way of example but are not limited to: Claims for
16 property damage, personal injury or death arising in whole or in part from any negligent
17 act or omission of Contractor, its officers, employees, agents, sub-Contractors, or anyone
18 under Contractor's control (collectively "Indemnitor"); Contractor's breach of this
19 Agreement; misrepresentation; willful misconduct; and Claims by any employee of
20 Indemnitor relating in any way to worker's compensation. Independent of the duty to
21 indemnify and as a free-standing duty on the part of Contractor, Contractor shall defend
22 City and shall continue such defense until the Claim is resolved, whether by settlement,
23 judgment or otherwise. Contractor shall notify the City of any claim within ten (10) days.
24 Likewise, City shall notify Contractor of any claim, shall tender the defense of such claim
25 to Contractor, and shall assist Contractor, as may be reasonably requested, in such
26 defense.

27 18. AMBIGUITY. In the event of any conflict or ambiguity between this
28 Agreement and any Exhibit, the provisions of this Agreement shall govern.

1 19. COSTS. If there is any legal proceeding between the parties to enforce
2 or interpret this Agreement or to protect or establish any rights or remedies under this
3 Agreement, the prevailing party shall be entitled to its costs and expenses, including
4 reasonable attorneys' fees and court costs (including appeals).

5 20. NONDISCRIMINATION. In connection with performance of this
6 Agreement and subject to applicable rules and regulations, Contractor shall not
7 discriminate against any employee or applicant for employment because of race, religion,
8 national origin, color, age, sex, sexual orientation, AIDS, HIV status, handicap, or
9 disability. Contractor shall ensure that applicants are employed, and that employees are
10 treated during their employment, without regard to these bases. These actions shall
11 include, but not be limited to, the following: employment, upgrading, demotion or transfer,
12 recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of
13 compensation, and selection for training, including apprenticeship.

14 It is the policy of City to encourage' the participation of Disadvantaged,
15 Minority and Women-owned Business Enterprises in City's procurement process, and
16 Contractor agrees to use its best efforts to carry out this policy in the hiring of Contractors
17 to the fullest extent consistent with the efficient performance of this Agreement.
18 Contractor may rely on written representations by Consultants and Subcontractors
19 regarding their status. Contractor shall report to City in May and in December or, in the
20 case of short-term agreements, prior to invoicing for final payment, the names of all
21 subconsultants and contractors hired by Contractor for this Project and information on
22 whether or not they are a Disadvantaged, Minority or Women-owned Business
23 Enterprise, as defined in Section 8 of the Small Business Act (15 U.S.C. Sec. 637).

24 21. NOTICES. Any notice or approval required under this Agreement shall
25 be in writing and personally delivered or deposited in the U.S. Postal Service, first class,
26 postage prepaid, addressed to Contractor at the address first stated above, and to the
27 City at 333 West Ocean Boulevard, Long Beach, California 90802 Attn: City Manager.
28 Notice of change of address shall be given in the same manner as stated for other

1 notices. Notice shall be deemed given on the date deposited in the mail or on the date
2 personal delivery is made, whichever first occurs.

3 22. COVENANT AGAINST CONTINGENT FEES. Contractor warrants that
4 Contractor has not employed or retained any entity or person to solicit or obtain this
5 Agreement and that Contractor has not paid or agreed to pay any entity or person any
6 fee, commission, or other monies based on or from the award of this Agreement. If
7 Contractor breaches this warranty, City shall have the right to terminate this Agreement
8 immediately notwithstanding the provisions of Section 10 hereof or, in its discretion, to
9 deduct from payments due under this Agreement or otherwise recover the full amount of
10 the fee, commission, or other monies.

11 23. WAIVER. The acceptance of any services or the payment of any money
12 by City shall not operate as a waiver of any provision of this Agreement, or of any right to
13 damages or indemnity stated in this Agreement. The waiver of any breach of this
14 Agreement shall not constitute a waiver of any other or subsequent breach of this
15 Agreement.

16 24. CONTINUATION. Termination or expiration of this Agreement shall not
17 affect rights or liabilities of the parties which accrued pursuant to Sections 7, 9, 10, 11,
18 16, 18, 21, and 27 prior to termination or expiration of this Agreement.

19 25. TAX REPORTING. As required by federal and state law, City is
20 obligated to and will report the payment of compensation to Contractor on Form 1099-
21 Misc. Contractor shall be solely responsible for payment of all federal and state taxes
22 resulting from payments under this Agreement. Contractor's Employer Identification
23 Number is [REDACTED] If Contractor has a Social Security Number rather than an
24 Employer Identification Number, then Contractor shall submit that, Social Security
25 Number in writing to City's Accounts Payable, Department of Financial Management.
26 Contractor acknowledges and agrees that City has no obligation to pay Contractor until
27 Contractor provides one of these numbers.

28 26. ADVERTISING. Contractor shall not use the name of City, its officials or

1 employees in any advertising or solicitation for business, nor as a reference, without the
2 prior approval of the City Manager or designee.

3 27. AUDIT. City shall have the right at all reasonable times during the term
4 of this Agreement and for a period of five (5) years after termination or expiration of this
5 Agreement to examine, audit, inspect, review, extract information from, and copy all
6 books, records, accounts, and other documents of Contractor relating to this Agreement.

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

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

16 30. BONDS. Contractor shall, simultaneously with the execution of this
17 Contract, execute and deliver to City a good and sufficient corporate surety bond,
18 conditioned upon the faithful performance of this Contract by Contractor, and a good and
19 sufficient corporate surety bond, conditioned upon the payment of all labor and material
20 claims incurred in connection with this Contract.

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OFFICE OF THE CITY ATTORNEY
ROBERT E. SHANNON, City Attorney
333 West Ocean Boulevard, 11th Floor
Long Beach, CA 90802-4664

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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 herein.

C. J. TECH CONSTRUCTION, INC.

8/29, 2007

By [Signature]
President

Jemyon Choi
(Type or Print Name)

8/29, 2007

By [Signature]
Secretary
Jemyon Choi
(Type or Print Name)

"Contractor"

City of Long Beach

September 7, 2007

By [Signature]
City Manager
"City"

This Agreement is approved as to form on September 6, 2007.

ROBERT E. SHANNON, CITY ATTORNEY

By [Signature]
Deputy

GJA:ikm 07-03544

JOB-WALK ANNOUNCEMENT
PRM 07-118

Project Title: **Bixby Band Shell Building**

Location: Bixby Park, 130 Cherry Avenue in Long Beach

Date/Time: Friday, March 23rd, 2007 @ 1:00 p.m.

Department Contact: Don Easterby **Phone Number:** (562) 570-4887

General Description: Make general repairs and remodel to the existing structure. Reconstruct north side wing to match existing west side wing; construct new trellis and support columns; repair edge of platform corner; and roof repair/assembly. All new and existing exterior woodwork must be painted. In addition, all existing decorative window metal grills must be stripped of existing coatings and repainted.

Time is critical on all job walk projects. Any/all questions or clarifications must be asked or discussed during the job walk. Attendance is mandatory.

All bids must be submitted by no later than April 6th @ 2:00 p.m. No late bids will be accepted. Bids can be mailed or hand delivered to:

The City of Long Beach, Dept. of Parks, Recreation & Marine
7600 East Spring Street, Building C
Long Beach, CA 90815
Attention: Paul Whitacre

By submitting a bid for the above referenced job-walk, PRM 07-118, the contractor agrees to the General Terms and Conditions posted on the City's website at: <http://www.longbeach.gov/purchasing>.

This cover sheet must be signed and accompany all bids submitted:

Company Name: _____

Authorized Signature: _____

Title of Authorized Signer: _____

BIXBY PARK BAND SHELL RECONSTRUCTION

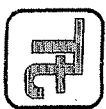
121 JUNIPERO AVENUE LONG BEACH, CA

PREPARED FOR:

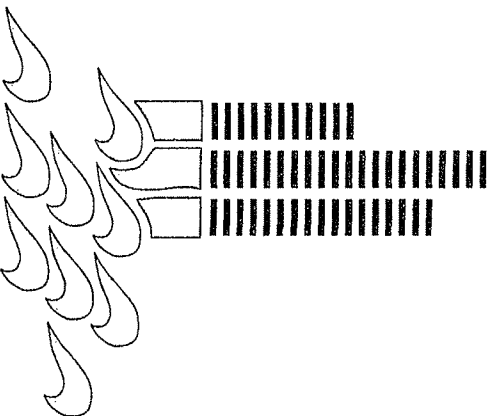
THE CITY OF LONG BEACH
DEPARTMENT OF PARKS, RECREATION AND MARINE
7800 EAST SPRING STREET
LONG BEACH, CA 90815



PREPARED BY:



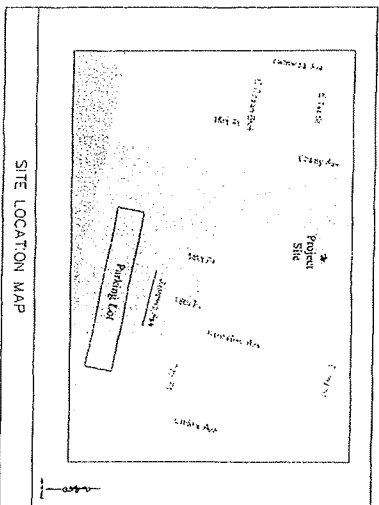
TETRA TECH, INC.
ENGINEERS, PLANNERS, & ARCHITECTS
401 EAST OCEAN BLVD., SUITE 420
LONG BEACH, CA 90802
(562) 495-3495



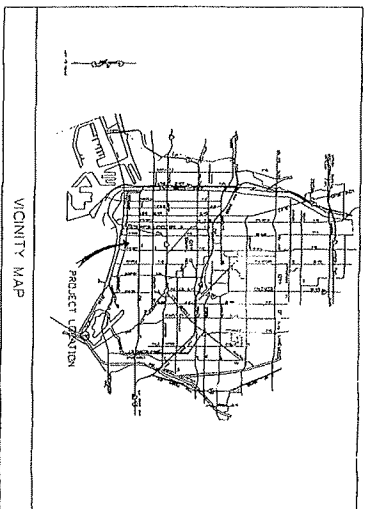
DRAWING LIST		
SHEET	DRAWING REF.	TITLE
1	1-1	TITLE SHEET
2	2-1	DEMOLITION PLAN
3	A-1	ARCHITECTURAL PLANS AND DETAILS
4	A-2	ARCHITECTURAL PLANS
5	A-3	ARCHITECTURAL DETAILS
6	E-1	ELECTRICAL PLAN
7	E-2	ELECTRICAL PLAN

PROJECT DESCRIPTION:

THE INTENT OF THIS PROJECT IS TO RECONSTRUCT THE NORTHERN PORTION OF THE BIXBY BANDSHELL THAT WAS DAMAGED BY A FALLEN TREE. THIS WILL INCLUDE THE DEMOLITION OF THE DAMAGED PORTION OF THE STRUCTURE AND RECONSTRUCTION OF THE WALLS, ROOF AND ELECTRICAL SYSTEM. THE FOUNDATION, RETAINING STRUCTURES WILL BE CONSTRUCTED ON THE EXISTING AND NEW FOUNDATION SLOPES THAT WILL REPLICATE THE ORIGINAL BANDSHELL THEATRE STRUCTURE.



SITE LOCATION MAP



VICINITY MAP

NO PART OF THIS DRAWING IS TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF TETRA TECH, INC.

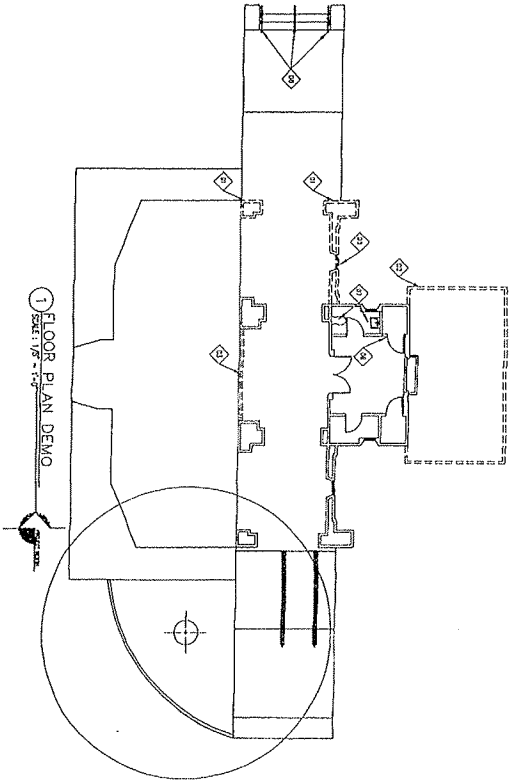
TETRA TECH, INC.
ENGINEERS, PLANNERS, & ARCHITECTS
401 EAST OCEAN BLVD., SUITE 420
LONG BEACH, CA 90802
(562) 495-3495

REVISIONS

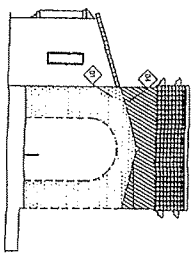
NO.	DATE	DESCRIPTION
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CITY OF LONG BEACH
DEPARTMENT OF PARKS, RECREATION AND MARINE

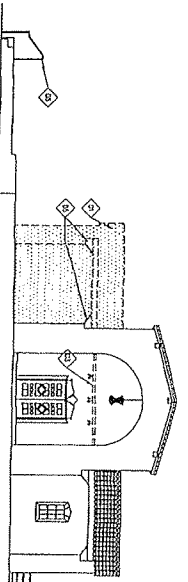
TITLE PAGE
1-1



1 FLOOR PLAN DEMO
SCALE: 1/8" = 1'-0"



3 SIDE ELEVATION DEMO
SCALE: 1/8" = 1'-0"



2 WEST ELEVATION DEMO
SCALE: 1/8" = 1'-0"

- DEMOLITION GENERAL NOTES:**
1. ALL WORK SHALL BE ACCORDING TO THE DEMOLITION SPECIFICATIONS AND THE DEMOLITION SCHEDULE.
 2. ALL WORK SHALL BE ACCORDING TO THE DEMOLITION SPECIFICATIONS AND THE DEMOLITION SCHEDULE.
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 14. ALL WORK SHALL BE ACCORDING TO THE DEMOLITION SPECIFICATIONS AND THE DEMOLITION SCHEDULE.

DEMOLITION KEY:

(Symbol)	DEMOLITION TO BE DONE
(Symbol)	DEMOLITION TO BE DONE

- REMOVAL NOTES:**
- 1. REMOVE ALL EXISTING MATERIALS TO BE DEMOLISHED.
 - 2. REMOVE ALL EXISTING MATERIALS TO BE DEMOLISHED.
 - 3. REMOVE ALL EXISTING MATERIALS TO BE DEMOLISHED.
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 - 14. REMOVE ALL EXISTING MATERIALS TO BE DEMOLISHED.

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 1000 N. 10TH AVENUE, SUITE 100
 DENVER, CO 80202
 TEL: 303.733.1111
 FAX: 303.733.1112
 WWW.TERRATECH.COM

RESPONSIBILITIES:
 ARCHITECT: TERRA TECH, INC.
 ENGINEER: TERRA TECH, INC.
 DEMO PLAN: TERRA TECH, INC.

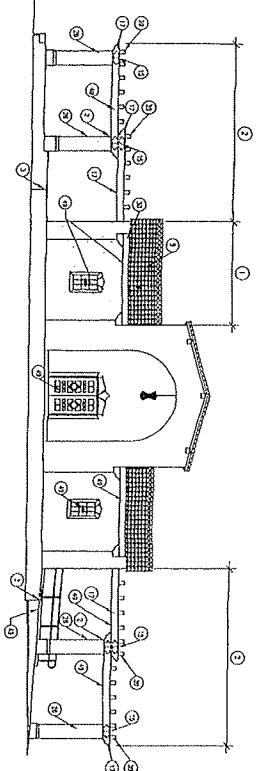
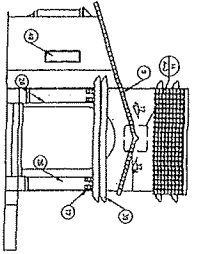
DATE: NOVEMBER 2011

PROJECT: BIXBY PARK BAND SHELL

CITY OF LONG BEACH, CALIFORNIA

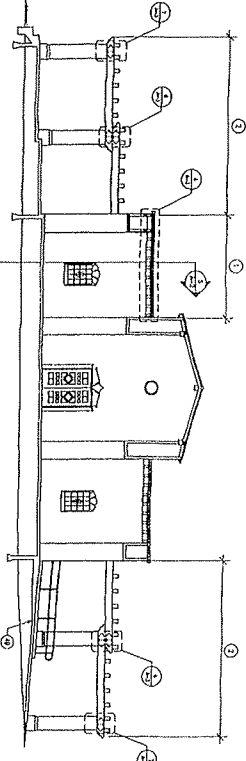
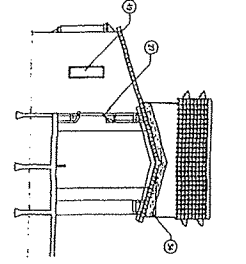
SCALE: DEMO PLAN

DATE: D-1



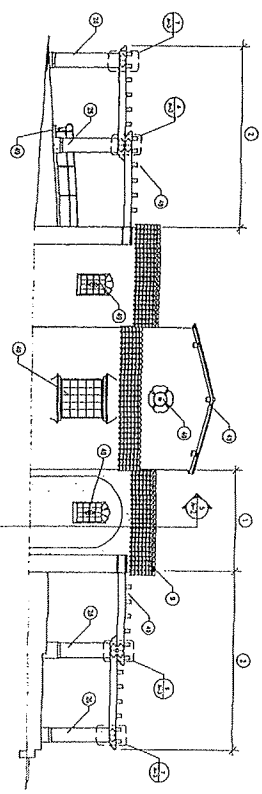
NEW WORK NORTH SIDE ELEVATION
SCALE: 1/8" = 1'-0"

NEW WORK WEST ELEVATION
SCALE: 1/8" = 1'-0"



NEW WORK NORTH SECTION
SCALE: 1/8" = 1'-0"

NEW WORK WEST SECTION
SCALE: 1/8" = 1'-0"



NEW WORK EAST ELEVATION
SCALE: 1/8" = 1'-0"

GENERAL NOTES

- ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE CURRENT BUILDING CODES, SPECIFICATIONS AND STANDARDS.
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NEW WORK KEY NOTES

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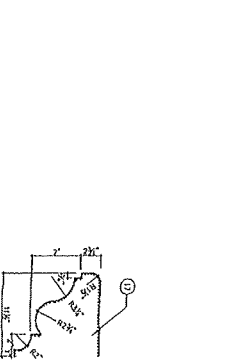
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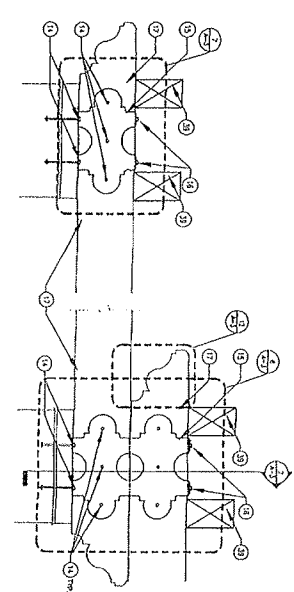
TELMA TECH, INC.
ARCHITECTURAL PLANNING
1234 MAIN STREET
CITY, STATE

BAND SHELL
ARCHITECTURAL PLANNING
5678 MAIN STREET
CITY, STATE

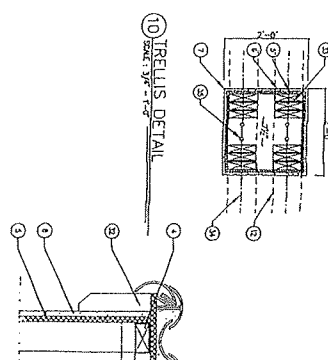
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ARCHITECTURAL PLANNING
9010 MAIN STREET
CITY, STATE



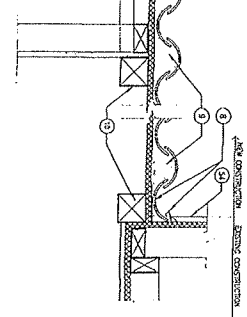
11 TRELLIS BEAM END PROFILE
SCALE: 1/4" = 1'-0"



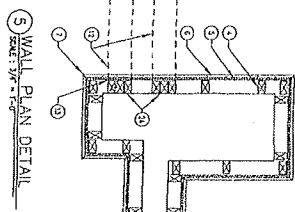
1 DETAIL ELEVATION @ TRELLIS BEAMS
SCALE: 1/4" = 1'-0"



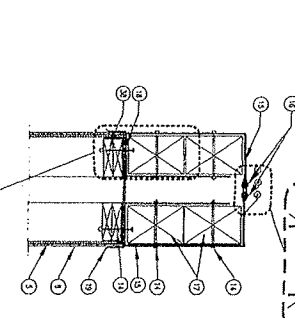
10 TRELLIS DETAIL
SCALE: 1/4" = 1'-0"



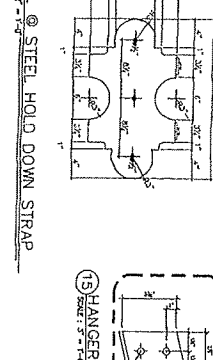
4 ROOF DETAIL
SCALE: 1/4" = 1'-0"



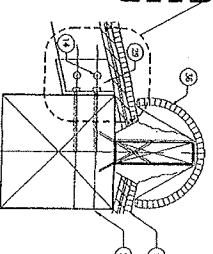
5 WALL PLAN DETAIL
SCALE: 1/4" = 1'-0"



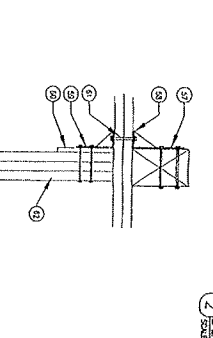
2 DETAIL SECTION @ TRELLIS BEAMS
SCALE: 1/4" = 1'-0"



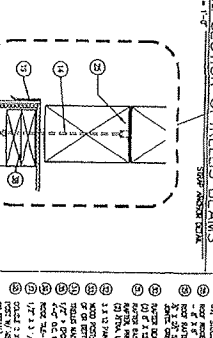
13 HANGER DETAIL
SCALE: 1/4" = 1'-0"



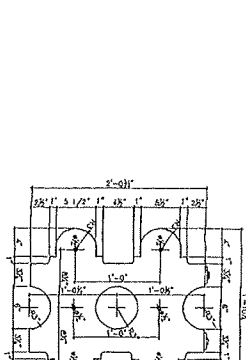
14 RIDGE DETAIL
SCALE: 1/4" = 1'-0"



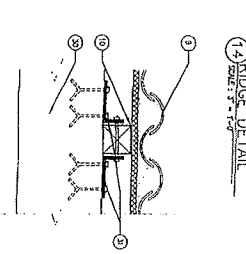
8 DETAIL: TRELLIS BEAM @ POST
SCALE: 1/4" = 1'-0"



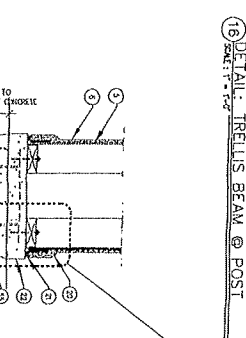
9 BEAM ANCHOR DETAIL
SCALE: 1/4" = 1'-0"



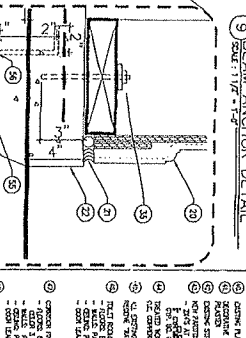
6 DETAIL @ STEEL HOLD DOWN STRAP
SCALE: 1/4" = 1'-0"



11 RAFTER BASE ANCHOR
SCALE: 1/4" = 1'-0"



3 TYP. PLASTER BASE DETAIL
SCALE: 1/4" = 1'-0"



8 PLASTER BASE DETAIL
SCALE: 1/4" = 1'-0"

NEW WORK: KEY NOTES (CONTINUED)

1. ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE BUILDING CODES AND ALL APPLICABLE REGULATIONS.
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TETRA TECH, INC.
11111 TETRA TECH DRIVE
DALLAS, TEXAS 75243
TEL: 214.416.1234
WWW.TETRA-TECH.COM

PROJECT NO. _____
DATE: _____
DRAWN BY: _____
CHECKED BY: _____
SCALE: _____
SHEET NO. _____
TOTAL SHEETS: _____

REGISTRATION:
BIXBY PARK
BAND SHELL

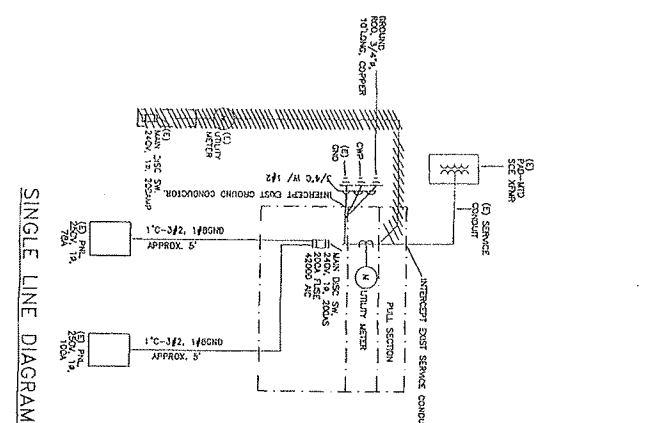
OFFICE ADDRESS:
11111 TETRA TECH DRIVE
DALLAS, TEXAS 75243

ARCHITECTURAL DETAILS
A-3

GENERAL NOTES

1. THE CONTRACTOR SHALL VERIFY THE JOB SITE TO HAVE THE NEAREST THROUGHLY FEMALE WITH THE SERVICE CONNECTIONS. THE SERVICE CONNECTIONS SHALL BE INSTALLED TO THE METER AND ALL CONNECTIONS SHALL BE SUBJECT TO THE APPROVAL OF THE CITY ENGINEER.
2. DETERMINATION OF WORK: THE SCOPE OF WORK COVERED BY THIS SECTION CONSISTS OF PROVIDING ALL NECESSARY MATERIALS AND SUPPLIES TO COMPLETE THE CONNECTIONS OF THE CONTRACTOR'S ELECTRICAL SERVICE FROM THE MAIN SERVICE TO THE CONSUMER TO OBTAIN THE SERVICE CONNECTIONS AND CONNECTIONS WITH THE CONSUMER'S PROPERTY.
3. CHANGES ARE ESSENTIALLY NECESSARY: IF THE CONTRACTOR FINDS CONDITIONS AND SITE CONDITIONS THAT REQUIRE CHANGES TO THE CONTRACTOR'S SERVICE CONNECTIONS, THE CONTRACTOR SHALL CONTACT THE CITY ENGINEER IMMEDIATELY AND OBTAIN APPROVAL BEFORE PROCEEDING WITH ANY CHANGES. CHANGES TO THE CONTRACTOR'S SERVICE CONNECTIONS SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR AND SHALL BE SUBJECT TO THE APPROVAL OF THE CITY ENGINEER.
4. CODE REQUIREMENTS: ALL WORK SHALL COMPLY WITH THE NATIONAL ELECTRICAL CODE 2017 EDITION, CALIFORNIA CODE OF REGULATIONS AND THE CITY OF SANDHURST. ALL MATERIALS, EQUIPMENT, AND SUPPLIES SHALL BE APPROVED BY THE CITY ENGINEER AND ALL CITY APPROVED MATERIALS AND SUPPLIES SHALL BE USED. ALL MATERIALS, EQUIPMENT, AND SUPPLIES SHALL BE SUBJECT TO THE APPROVAL OF THE CITY ENGINEER. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND LICENSES FOR THE INSTALLATION AND MAINTENANCE OF THE SERVICE CONNECTIONS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND LICENSES FOR THE INSTALLATION AND MAINTENANCE OF THE SERVICE CONNECTIONS.
5. FEES, PERMITS, AND LICENSES: THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND LICENSES FOR THE INSTALLATION AND MAINTENANCE OF THE SERVICE CONNECTIONS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND LICENSES FOR THE INSTALLATION AND MAINTENANCE OF THE SERVICE CONNECTIONS.
6. SCHEDULE OF WORK: THE CONTRACTOR SHALL COMPLY WITH THE SCHEDULE OF WORK AND SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND LICENSES FOR THE INSTALLATION AND MAINTENANCE OF THE SERVICE CONNECTIONS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND LICENSES FOR THE INSTALLATION AND MAINTENANCE OF THE SERVICE CONNECTIONS.
7. CONTRACTOR'S RESPONSIBILITY: THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND LICENSES FOR THE INSTALLATION AND MAINTENANCE OF THE SERVICE CONNECTIONS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND LICENSES FOR THE INSTALLATION AND MAINTENANCE OF THE SERVICE CONNECTIONS.
8. MATERIALS AND EQUIPMENT: ALL MATERIALS AND EQUIPMENT SHALL BE APPROVED BY THE CITY ENGINEER AND SHALL BE SUBJECT TO THE APPROVAL OF THE CITY ENGINEER. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND LICENSES FOR THE INSTALLATION AND MAINTENANCE OF THE SERVICE CONNECTIONS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND LICENSES FOR THE INSTALLATION AND MAINTENANCE OF THE SERVICE CONNECTIONS.
9. PROTECT EXISTING UTILITIES: THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING ALL EXISTING UTILITIES AND SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND LICENSES FOR THE INSTALLATION AND MAINTENANCE OF THE SERVICE CONNECTIONS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND LICENSES FOR THE INSTALLATION AND MAINTENANCE OF THE SERVICE CONNECTIONS.
10. SAFETY: THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING ALL NECESSARY SAFETY MEASURES AND SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND LICENSES FOR THE INSTALLATION AND MAINTENANCE OF THE SERVICE CONNECTIONS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND LICENSES FOR THE INSTALLATION AND MAINTENANCE OF THE SERVICE CONNECTIONS.
11. ACCESS: THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY ACCESS AND SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND LICENSES FOR THE INSTALLATION AND MAINTENANCE OF THE SERVICE CONNECTIONS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND LICENSES FOR THE INSTALLATION AND MAINTENANCE OF THE SERVICE CONNECTIONS.
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21. VERIFY EXACT LOCATION OF THE EQUIPMENT AT FIELD.
22. CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND LICENSES FOR THE INSTALLATION AND MAINTENANCE OF THE SERVICE CONNECTIONS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND LICENSES FOR THE INSTALLATION AND MAINTENANCE OF THE SERVICE CONNECTIONS.



ABBREVIATIONS

AF	APPROXIMATE
AK	AKERS
AL	ALUMINUM
AN	ANODE
AV	AIR VALVE
BAL	BALANCE
BR	BROWSE
BS	BUS
BU	BUS BAR
BU	BUS BAR
CA	CABLE
CD	CABLE DISCONNECT
CE	CABLE EXTERMINATOR
CH	CHANCE
CI	CABLE INLET
CL	CABLE
CM	CABLE MANAGEMENT
CO	CABLE OPERATOR
CR	CABLE RACK
CS	CABLE STRAP
CT	CABLE TRAY
CU	CABLE UNDER
DA	DATA
DB	DATA BUS
DC	DATA CABLE
DE	DATA EXTERMINATOR
DI	DATA INLET
DM	DATA MANAGEMENT
DN	DATA NETWORK
DR	DATA RACK
DS	DATA STRAP
DT	DATA TRAY
DU	DATA UNDER
EA	ELECTRICAL
EB	ELECTRICAL BUS
EC	ELECTRICAL CABLE
ED	ELECTRICAL DISCONNECT
EE	ELECTRICAL EXTERMINATOR
EF	ELECTRICAL FEED
EG	ELECTRICAL GROUND
EH	ELECTRICAL HUB
EI	ELECTRICAL INLET
EJ	ELECTRICAL JUNCTION
EK	ELECTRICAL KIT
EL	ELECTRICAL LINE
EM	ELECTRICAL MATERIAL
EN	ELECTRICAL NETWORK
EO	ELECTRICAL OPERATOR
EP	ELECTRICAL PANEL
EQ	ELECTRICAL QUANTITY
ER	ELECTRICAL RACK
ES	ELECTRICAL STRAP
ET	ELECTRICAL TRAY
EU	ELECTRICAL UNDER
EV	ELECTRICAL VALVE
EW	ELECTRICAL WIRE
EX	ELECTRICAL EXTERMINATOR
EY	ELECTRICAL YIELD
EZ	ELECTRICAL ZONE



REVISIONS

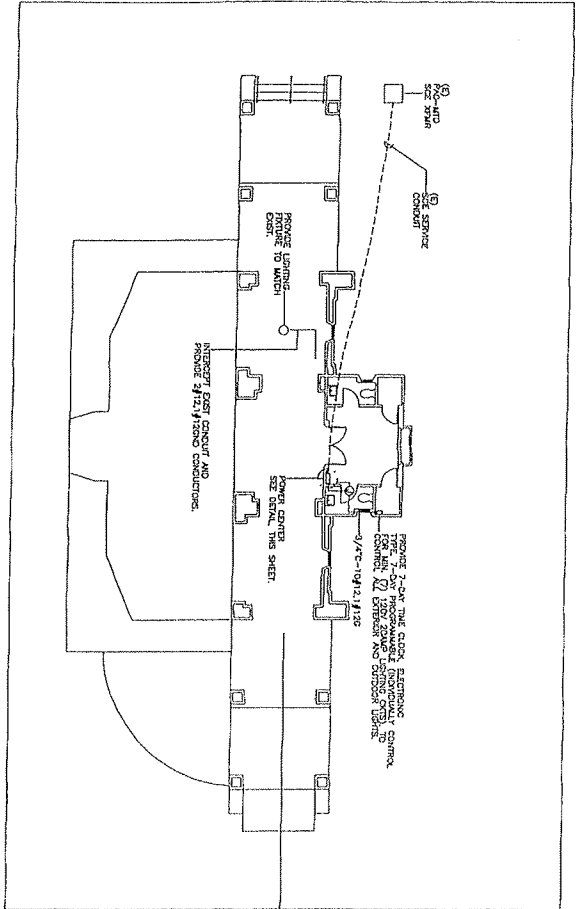
NO.	DESCRIPTION	DATE

BIXBY PARK
BAND SHELL

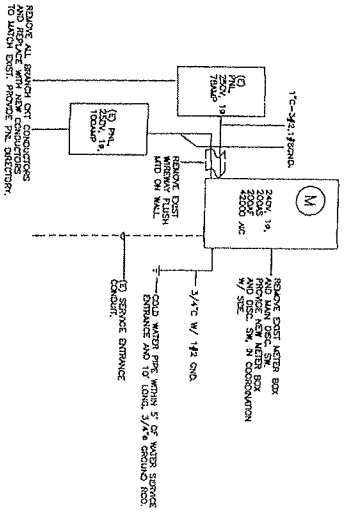
CITY OF LONG BEACH
CALIFORNIA

ELECTRICAL PLAN
E-1

TETRA TECH, INC.
1000 W. 10TH ST. # 100
TULSA, OK 74103
TEL: (918) 446-8888
WWW.TETRA-TECH.COM



BUILDING PLAN - ELECTRICAL
SCALE 1/4" = 1'-0"



POWER CENTER DETAIL
NOT TO SCALE

SPECIAL CONSTRUCTION NOTES

ALL THE ELECTRICAL SERVICE AND COMPONENTS IN THE BUILDING FOR WHICH THESE NOTES APPLY SHALL BE OF THE SAME TYPE AND MANUFACTURE AS SHOWN ON THE DRAWINGS UNLESS OTHERWISE SPECIFIED. ALL SERVICE CONDUITS SHALL BE RIGID PVC UNLESS OTHERWISE SPECIFIED. ALL CONDUITS SHALL BE INSTALLED WITH NEW CONDUITS REPLACED WITH NEW CONDUITS IN THE CONDUITS TO MATCH EXIST. THE OTHER REMOVED SERVICE AND CONDUITS SHALL BE REMOVED IN ACCORDANCE WITH THE INDICATED NOTES ON THE DRAWINGS. ALL CONDUITS SHALL BE INSTALLED WITH NEW CONDUITS REPLACED WITH NEW CONDUITS IN THE CONDUITS TO MATCH EXIST. THE OTHER REMOVED SERVICE AND CONDUITS SHALL BE REMOVED IN ACCORDANCE WITH THE INDICATED NOTES ON THE DRAWINGS. ALL CONDUITS SHALL BE INSTALLED WITH NEW CONDUITS REPLACED WITH NEW CONDUITS IN THE CONDUITS TO MATCH EXIST. THE OTHER REMOVED SERVICE AND CONDUITS SHALL BE REMOVED IN ACCORDANCE WITH THE INDICATED NOTES ON THE DRAWINGS.

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TETRA TECH, INC.	
1000 S. Foothill Blvd.	West Covina, CA 91791
TEL: 626-835-3333 FAX: 626-835-3334	
WWW.TETRA-TECH.COM	
DATE:	4/15/13
DRAWN BY:	JESSICA
CHECKED BY:	ERIC DINE
PROJECT NO.:	130400191-001
REVISIONS	
BIXBY PARK	
BAWD SHELL	
CITY OF LONG BEACH	
CALIFORNIA	
ELECTRICAL PLAN	
E-2	

Bond No: 1000754836

Premium: \$3,772.00

LABOR AND MATERIAL BOND

KNOW ALL MEN BY THESE PRESENTS: That we, C.J. TECH Construction, Inc.

as PRINCIPAL, and _____, as SURETY, located at _____, American Contractors Indemnity Company, a corporation, located at 9841 Airport Blvd., 9th Floor Los Angeles, CA 90045, incorporated under the laws of the State of CA, admitted as a surety in the State of California, and authorized to transact business in the State of California, as SURETY, are held and firmly bound unto the CITY OF LONG BEACH, CALIFORNIA, a municipal corporation, in the sum of One Hundred Seventy Nine Thousand and no/100

DOLLARS (\$ *), lawful money of the United States of America, for the payment of which sum, well and truly to be made, we bind ourselves, our respective heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

*(\$179,000.00)

THE CONDITION OF THIS OBLIGATION IS SUCH THAT:

WHEREAS, said Principal has been awarded and is about to enter the annexed contract (incorporated herein by this reference) with said City of Long Beach for the _____* and is required by law and by said City to give this bond in connection with the execution of said contract:

***General repairs and remodeling of (E) Bldg, Structure**

NOW, THEREFORE, if said Principal, as Contractor of said contract, or any subcontractor of said Principal, fails to pay for any materials, provisions, equipment, or other supplies, used in, upon, for or about the performance of the work contracted to be done, or for any work or labor done thereon of any kind, or for amounts due under the Unemployment Insurance Act, during the original term of said contract and any extensions thereof, and during the life of any guaranty required under the contract, or shall fail to pay for any materials, provisions, equipment, or other supplies, used in, upon, for or about the performance of the work to be done under any authorized modifications of said contract that may hereafter be made, or for any work or labor done of any kind, or for amounts due under the Unemployment Insurance Act, under said modification, said Surety will pay the same in an amount not exceeding the sum of money hereinabove specified and, in case suit is brought upon this bond, a reasonable attorney's fee, to be fixed by the court; otherwise this obligation shall be void:

PROVIDED, that any modifications, alterations, or changes which may be made in said contract, or in any of the work or labor required to be done thereunder, or in any of the materials, provisions, equipment, or other supplies required to be furnished pursuant to said contract, or the giving by the City of any extension of time for the performance of said contract, or the giving of any other forbearance upon the part of either the City or the Principal to the other, shall not in any way release the Principal or the Surety, or either of them, or their respective heirs, administrators, executors, successors or assigns, from any liability arising hereunder, and notice to the Surety of any such modifications, alterations, changes, extensions or forbearances is hereby waived. No premature payment by said City to said Principal shall release or exonerate the Surety, unless the officer of the City ordering the payment shall have actual notice at the time the order is made that the payment is in fact premature, and then only to the extent that such payment shall result in actual loss to the Surety, but in no event in an amount more than the amount of such premature payment.

This bond shall inure to the benefit of any and all persons, companies and corporations entitled by law to file claims so as to give a right of action to them or their assigns in any suit brought upon this bond.

IN WITNESS WHEREOF, the above named Principal and Surety have executed, or caused to be executed, this instrument with all of the formalities required by law on this 17th day of July, ~~2006~~ 2007

C.J. TECH Construction, Inc.
CONTRACTOR/PRINCIPAL

By: [Signature]
Name: Jemym Choi
Title: President

By: [Signature]
Name: Jemym Choi
Title: President, Treasurer, Secretary

Approved as to form this _____ day
of _____, 2006.
ROBERT E. SHANNON, City Attorney

By: _____
Senior Deputy

American Contractors Indemnity Company
SURETY, admitted in California

By: [Signature]
Name: Patricia Zenizo
Title: Attorney-in-Fact
Telephone: (323) 663-7814

Approved as to sufficiency this 7th day
of September, 2006
By: [Signature]
City Manager/City Engineer

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

APPROVED AS TO FORM
September 6, 2007
ROBERT E. SHANNON, City Attorney
By: [Signature]
DEPUTY CITY ATTORNEY

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

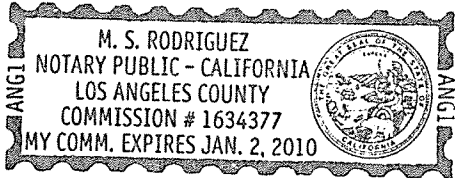
State of California

County of Los Angeles

On July 17, 2007 before me, M. S. Rodriguez, Notary Public
Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared PATRICIA ZENIZO
Name(s) of Signer(s)

personally known to me -OR- 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.



WITNESS my hand and official seal.

M. S. Rodriguez
Signature of Notary Public

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____

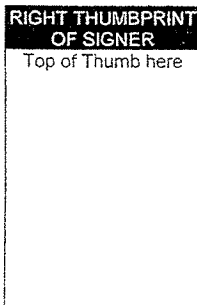
Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

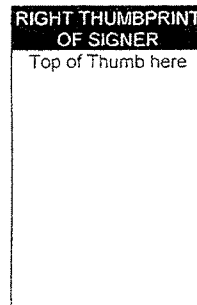
- Individual
- Corporate Officer
- Title(s): _____
- Partner - Limited General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: _____

Signer's Name: _____

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



Signer Is Representing: _____

American Contractors Indemnity Company

9841 Airport Blvd., 9th Floor Los Angeles, California 90045



POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

That American Contractors Indemnity Company of the State of California, a California corporation, does hereby appoint,
Patricia Zenizo of Los Angeles, California

its true and lawful Attorney(s)-in-Fact, with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an Amount not to exceed \$ *** 1,800,000.00***. This Power of Attorney shall expire without further action on June 29, 2009.

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of AMERICAN CONTRACTORS INDEMNITY COMPANY at a meeting duly called and held on the 6th day of December, 1990.

"RESOLVED that the Chief Executive Officer, President or any Vice President, Executive Vice President, Secretary or Assistant Secretary, shall have the power and authority

- 1. To appoint Attorney(s)-in-Fact and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and,*
- 2. To remove, at any time, any such Attorney-in-Fact and revoke the authority given.*

RESOLVED FURTHER, that the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached."

IN WITNESS WHEREOF, American Contractors Indemnity Company has caused its seal to be affixed hereto and executed by its Executive Vice President on the 9th day of January, 2007.



AMERICAN CONTRACTORS INDEMNITY COMPANY

By: Adam S. Pessin
Adam S. Pessin, Executive Vice President

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

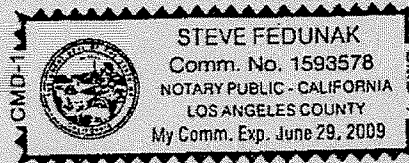
§
§

On this 9th day of January, 2007, before me, Steve Fedunak, a notary public, personally appeared Adam S. Pessin, Executive Vice President of American Contractors Indemnity Company, personally known to me (or 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.

WITNESS my hand and official seal.

Steve Fedunak

Signature of Notary
My Commission expires June 29, 2009



I, Jeannie J. Kim, Corporate Secretary of American Contractors Indemnity Company, do hereby certify that the Power of Attorney and the resolution adopted by the Board of Directors of said Company as set forth above, are true and correct transcripts thereof and that neither the said Power of Attorney nor the resolution have been revoked and they are now in full force and effect.

IN WITNESS HEREOF, I have hereunto set my hand this 17th day of July, 2007.

Bond No. 1000754836

Jeannie J. Kim
Jeannie J. Kim, Corporate Secretary

Agency No. 3057

Bond #1000754836
Premium: \$3,772.00

BOND FOR FAITHFUL PERFORMANCE

KNOW ALL MEN BY THESE PRESENTS: That we, C.J. TECH Construction, Inc.

American Contractors Indemnity Company, as PRINCIPAL, and
9841 Airport Blvd., 9th Floor Los Angeles, CA 90045, located at _____

_____ a corporation, incorporated under the laws of the State of CA,
admitted as a surety in the State of California and authorized to transact business in the State of California, as SURETY, are
held and firmly bound unto the CITY OF LONG BEACH, CALIFORNIA, a municipal corporation, in the sum of
One Hundred Seventy Nine Thousand and no / 100

_____ DOLLARS (\$ *), lawful money of the United States of America, for the payment of which
sum, well and truly to be made, we bind ourselves, our respective heirs, administrators, executors, successors and assigns,
jointly and severally, firmly by these presents. ***(\$179,000.00)**

THE CONDITION OF THIS OBLIGATION IS SUCH THAT:

WHENAS, said Principal has been awarded and is about to enter the annexed contract (incorporated herein by this reference)
with said City of Long Beach for the _____ * _____ and is
required by said City to give this bond in connection with the execution of said contract;

***General repairs and remodeling of (E) Bldg, Structure**
NOW, THEREFORE, if said Principal shall well and truly keep and faithfully perform all of the covenants, conditions,
agreements and obligations of said contract on said Principal's part to be kept, done and performed, at the times and in the
manner specified therein, then this obligation shall be null and void, otherwise it shall be and remain in full force and effect;

PROVIDED, that any modifications, alterations, or changes which may be made in said contract, or in the work to be done,
or in the services to be rendered, or in any materials or articles to be furnished pursuant to said contract, or the giving by
the City or any extension of time for the performance of said contract, or the giving of any other forbearance upon the part of
either the City or the Principal to the other, shall not in any way release the Principal or the Surety, or either of them, or
their respective heirs, administrators, executors, successors or assigns, from any liability arising hereunder, and notice to
the Surety of any such modifications, alterations, changes, extensions or forbearances is hereby waived. No premature payment
by said City to said Principal shall release or exonerate the Surety, unless the officer of said City ordering the payment shall
have actual notice at the time the order is made that such payment is in fact premature, and then only to the extent that such
payment shall result in actual loss to the Surety, but in no event in an amount more than the amount of such premature payment.

IN WITNESS WHEREOF, the above named Principal and Surety have executed, or caused to be executed, this instrument with all
of the formalities required by law on this 17th day of July, ~~2007~~ 2007

C.J. TECH Construction, Inc.
CONTRACTOR/PRINCIPAL

By: [Signature]
Name: Jemyun Choi
Title: President

By: [Signature]
Name: Jemyun Choi
Title: President, Treasurer, Secretary

Approved as to form this _____ day
of _____, 2006.

ROBERT E. SHANNON, City Attorney

By: _____
Senior Deputy

American Contractors Indemnity Company
SURETY, admitted in California

By: [Signature]
Name: Patricia Zenizo
Title: Attorney-in-Fact

Telephone: (323) 663-7814

Approved as to sufficiency this 7th day
of September, 2006.

By: [Signature]
City Manager ~~[Signature]~~

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

2. A corporation must execute the bond by 2 authorized officers and, if executed by a person not listed in Sec. 313,
Calif. Corp. Code, then a certified copy of a resolution of its Board of Directors authorizing execution
must be attached.

APPROVED AS TO FORM

September 7, 2007
ROBERT E. SHANNON, City Attorney
[Signature]
DEPUTY CITY ATTORNEY

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

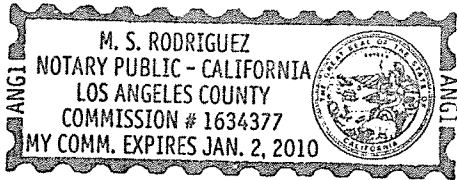
State of California

County of Los Angeles

On July 17, 2007 before me, M. S. Rodriguez, Notary Public
Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared PATRICIA ZENIZO
Name(s) of Signer(s)

personally known to me -OR- 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.



WITNESS my hand and official seal.

M. S. Rodriguez
Signature of Notary Public

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

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

RIGHT THUMBPRINT
OF SIGNER
Top of Thumb here

Signer Is Representing: _____

Signer's Name: _____

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

RIGHT THUMBPRINT
OF SIGNER
Top of Thumb here

Signer Is Representing: _____

American Contractors Indemnity Company

9841 Airport Blvd., 9th Floor Los Angeles, California 90045



POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

That American Contractors Indemnity Company of the State of California, a California corporation, does hereby appoint,
Patricia Zenizo of Los Angeles, California

its true and lawful Attorney(s)-in-Fact, with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an Amount not to exceed \$ *** 3,000,000.00***. This Power of Attorney shall expire without further action on June 29, 2009.

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of AMERICAN CONTRACTORS INDEMNITY COMPANY at a meeting duly called and held on the 6th day of December, 1990.

"RESOLVED that the Chief Executive Officer, President or any Vice President, Executive Vice President, Secretary or Assistant Secretary, shall have the power and authority

- 1. To appoint Attorney(s)-in-Fact and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and,*
- 2. To remove, at any time, any such Attorney-in-Fact and revoke the authority given.*

RESOLVED FURTHER, that the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached."

IN WITNESS WHEREOF, American Contractors Indemnity Company has caused its seal to be affixed hereto and executed by its Executive Vice President on the 9th day of January, 2007.



AMERICAN CONTRACTORS INDEMNITY COMPANY

By: Adam S. Pessin
Adam S. Pessin, Executive Vice President

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

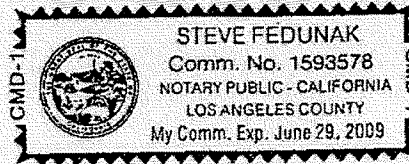
§
§

On this 9th day of January, 2007, before me, Steve Fedunak, a notary public, personally appeared Adam S. Pessin, Executive Vice President of American Contractors Indemnity Company, personally known to me (or 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.

WITNESS my hand and official seal.

Steve Fedunak

Signature of Notary
My Commission expires June 29, 2009



I, Jeannie J. Kim, Corporate Secretary of American Contractors Indemnity Company, do hereby certify that the Power of Attorney and the resolution adopted by the Board of Directors of said Company as set forth above, are true and correct transcripts thereof and that neither the said Power of Attorney nor the resolution have been revoked and they are now in full force and effect.

IN WITNESS HEREOF, I have hereunto set my hand this 17th day of July, 2007.

Bond No. 1000754836

Jeannie J. Kim
Jeannie J. Kim, Corporate Secretary

Agency No. 3057

**MINUTES OF ACTION TAKEN BY A SOLE DIRECTOR
OF
C.J. TECH CONSTRUCTION, INC.
In Lieu of First Organizational Meeting**

The understand, being a sole member of the Board of Directors of C.J. Tech Construction, Inc., a California corporation (the Corporation) adopts the following resolutions and transacts the following business of the Corporation pursuant to the authority of Section 307 (b) of the California Corporations Code:

AGENT FOR SERVICE OF PROCESS

WHEREAS, it is necessary for the Board to appoint the Corporation's agent for the purpose of service of process;

NOW, THEREFORE, BE IT RESOLVED, that Jemyun Choi is hereby appointed in such capacity.

ELECTION OF OFFICERS

WHEREAS, because no person has been elected to serve as officers, it is necessary to elect the officers of the Corporation;

NOW, THEREFORE, BE IT RESOLVED, that the following named person be and hereby is elected as officer of the corporation;

President, Secretary, and Treasurer

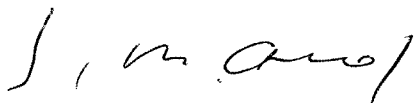
Jemyun Choi

AUTHORIZE ISSUANCE OF SHARES

WHEREAS, it is deemed to be in the best interest of the Corporation to issue and sell stock;

NOW, THEREFORE, BE IT RESOLVED, that the officers of this corporation be, and hereby are, authorized to sell and issue to Jemyun Choi an aggregate of Ten Thousand (\$10,000.00) common shares, for which shares shall be one dollar (\$1.00) per share, for aggregate construction of Ten Thousand Dollars (\$10,000.00)

Dated: September 7, 2007



Jemyun Choi / President, Secretary, Treasurer