

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

PURCHASE AGREEMENT

31106

THIS AGREEMENT entered into between the CITY OF LONG BEACH, a municipal corporation ("City"), and AMANO MCGANN, INC. ("Seller").

WHEREAS, City seeks to purchase parking equipment; and

WHEREAS, Seller has agreed to sell City the parking equipment and install the parking equipment;

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

1. Equipment.

A. The parking equipment (referred to as "Equipment") which is the subject matter of this Agreement is identified and described in Exhibit "A" attached hereto and incorporated herein by this reference. Seller warrants that Seller owns the Equipment and has the right to transfer title of the Equipment to City; Seller shall defend, indemnify and hold City harmless from any breach of this warranty. City shall be entitled to all warranties provided by the manufacturer of the Equipment.

B. In consideration of City's payment hereunder, Seller shall provide the Equipment.

2. Purchase Price.

A. The total amount of this Agreement shall not exceed Four Hundred Twenty-One Thousand Dollars (\$421,000.00).

B. City shall pay Seller net 30 days after delivery and acceptance of the Equipment.

3. Term. The term of this Agreement shall begin at 12:01 a.m. on October 1, 2008, and shall end at midnight on September 30, 2013, unless sooner terminated by completion of purchase of the parking equipment.

4. Notice. Notice shall be in writing and personally delivered or

1 deposited in the U.S. Postal Service, first class, registered or certified, return receipt,
2 postage prepaid, to Seller at the address first stated above, and to City at 333 West
3 Ocean Boulevard, Long Beach, California 90802 Attn: City Manager. Notice shall be
4 deemed given on the date of personal deliver or on the date shown on the return
5 receipt, whichever first occurs. Notice of change of address shall be given as other
6 notices.

7 5. Assignment. Seller shall not, except for moneys due and payable
8 hereunder, assign its rights or delegate its duties hereunder, or any interest herein, or
9 any portion hereof, without the prior written approval of City. Any attempted
10 assignment or delegation shall be void, and any assignee or delegate shall acquire no
11 right or interest by reason of such attempted assignment or delegation. Furthermore,
12 Seller shall not subcontract any portion of the performance required hereunder
13 without the prior written approval of City.

14 6. Project Schedule. Concurrent with the execution of this
15 Agreement, Seller shall submit a project schedule. The project schedule shall include
16 an outline of the tasks that must be completed to satisfy all requirements contained in
17 this Agreement, as well as the names and responsibilities of all key participants
18 involved in each task. The project schedule shall include completion dates for each
19 task. The project schedule shall be organized by phase (corresponding to a facility)
20 and shall include milestones (action and date) for each facility and a level of detail
21 down to the individual parking lane in each facility. If Seller seeks to run phases
22 concurrently, Seller shall provide for separate tracking (to the lane level) for the
23 multiple tasks in process. Planned lane closures shall be shown by hour and day with
24 accompanying traffic control plans.

25 The Seller shall be responsible for maintaining the schedule for the duration of the
26 project (with regular updates as reasonably required by the City) and shall inform the City
27 of significant foreseeable changes to the schedule at least two (2) weeks before the
28 expected event is to take place. Unforeseen changes shall be reported immediately upon

1 discovery. In the event of such a delay, Seller shall be responsible for identifying and
2 proposing methods to get the project back on schedule (or to expedite the schedule) and
3 for making appropriate changes to the schedule, as approved by the City.

4 7. Project Execution Plan.

5 Concurrent with the execution of this Agreement, Seller shall submit a project
6 execution plan. This project execution plan shall include the following components:

7 System Transition Plan: This component shall explain how the impact to on-going
8 parking operations will be minimized during the system transition period.

9 Testing Plan: This component shall explain how the Equipment will be tested for
10 compliance with specifications. The testing plan shall have separate sections for testing
11 during each phase, as well as an overall final system test.

12 Training Plan: This component shall explain how City personnel will be trained in
13 the Equipment's operation and maintenance.

14 Consumables List: This component shall itemize the consumables required for
15 proper operation of the Equipment.

16 8. System Testing.

17 A. Test Procedures.

18 For each testing procedure, Seller shall provide detailed test scripts a
19 minimum of thirty (30) days in advance. Test scripts shall include the required test
20 participants or witnesses, the expected duration of the test, a list of required
21 testing materials to be supplied by Seller or the City, and a description of what
22 constitutes successful completion of each discreet testing task and the overall test.
23 No test shall be started without an approved test procedure. The City shall have
24 ten (10) business days to review test procedures and supporting test scripts.
25 Where corrections are necessary, they shall be made within five (5) business days
26 and resubmitted to City for approval.

27 B. Factory Tests.

28 The City may require a factory test of a representative portion of the

1 Equipment to be performed at Seller's offices. The City shall provide Seller thirty
2 (30) days notice of its desire to conduct a factory test. To the extent possible,
3 when conducting a factory test, Seller shall replicate field conditions appropriate to
4 the installation at the City's facilities.

5 In the event of a minor failure, the City may accept the testing results with
6 conditions. The parties will agree on a punch list of corrective actions to be
7 addressed prior to shipment of the Equipment to the City. All punch list items shall
8 be specifically addressed and tested in the "Single Lane Test," as that term is
9 defined in Subsection 8(B) below.

10 All travel and accommodation expenses and arrangements necessary for
11 City personnel to attend the initial factory test shall be the City's responsibility. In
12 the event a factory test yields results that do not meet the requirements stated in
13 the City's Request for Proposals dated August 24, 2007 or that are otherwise
14 unsuccessful, the arrangements and expenses associated with a retest shall be
15 Seller's responsibility.

16 B. Single Lane Tests.

17 Single lane tests shall be conducted for each parking lane prior to placing
18 the lane in operation. The test shall cover all normal and exception transaction
19 types, all modes of operation, all payment tender options and the proper
20 functioning of all related subsystem devices present in that particular lane. Seller
21 shall not activate any lane for service until its operation test has been successfully
22 completed to the written satisfaction of the City. A representative of the City will
23 be present for these tests.

24 C. Special Device Tests.

25 Special device tests shall be performed on each pay on foot device and
26 cashiering fee computer. These tests shall cover all normal and exception
27 transaction types specifically related to these types of devices, as well as other
28 processes and activities that may require interaction with lane devices.

1 D. Facility Tests.

2 The initial facility test shall be performed when all single lane tests and all
3 special device tests have been successfully completed. The facility test shall run
4 for seven (7) consecutive days beginning at midnight on the first day and
5 continuing until midnight on the seventh day. System downtime shall be cause for
6 a restart of the facility test after the failure has been isolated and resolved. The
7 restart of the facility test shall be for a seven (7) day period, commencing at
8 midnight on the first day and continuing until midnight on the seventh day. The
9 facility test must be completed within thirty (30) days after the initial start date.
10 Upon successful completion of this facility test, the City shall provide Seller written
11 notification of the City's satisfaction with the results and permission for Seller to
12 proceed with the remainder of the project.

13 A facility test shall be conducted at each parking facility during subsequent
14 project phases. Each facility shall constitute a discrete sub-phase and shall have
15 its own testing procedures and approval process. Testing of subsequent phases or
16 sub-phases shall be conducted in a manner similar to the process outlined above.

17 E. Extended Operations Test.

18 The extended operations test shall be performed after successful
19 completion of all facility tests. The extended operations test shall demonstrate,
20 over a period of sixty (60) consecutive days, the successful performance of all
21 aspects of the system's software.

22 If during the sixty (60) day period the system's software fails to meet the
23 requirements as set forth in this Agreement, the City's Request for Proposals
24 dated August 24, 2007 or the Seller's Proposal dated July 3, 2008, the test shall
25 be halted and Seller shall take required corrective actions. Seller shall submit a
26 report to the City detailing the root cause of the failure, the corrective actions
27 taken, and further actions taken to avoid any reoccurrence of this type of failure.

28 When the City is satisfied with Seller's documentation, the test shall be continued

1 (at the last completed day), at the sole discretion of the City. Testing shall
2 continue in a similar fashion until a sixty (60) day period of stable operation is
3 achieved. Stability is defined as the proper functioning of the system during the
4 sixty (60) day period. Seller shall be solely responsible for any additional costs
5 incurred as a result of retest or restart actions for whatever period of time is
6 required until testing is successfully completed.

7 9. Warranties, Service and Spare Parts Inventory.

8 A. Seller shall provide the City with manufacturer warranties for
9 all of the Equipment.

10 B. Seller warrants that, for a one (1) year period commencing
11 upon completion of installation and acceptance by the City after successful
12 completion of the extended operations test described in Section 8(E), the
13 Equipment shall (i) be free from defects of material or workmanship; (ii) be fit for
14 the purpose for which purchased; and (iii) not infringe any valid patent, copyright
15 or trademark. During such warranty period Seller shall be responsible for
16 repairing, servicing and upgrading all Equipment hardware, software and
17 associated devices. Seller's warranty work shall repair, replace and maintain such
18 items as necessary for any cause (including City's use and normal wear and tear)
19 other than force majeure. For purposes of this paragraph, the term "force
20 majeure" means a strike, boycott, labor dispute, embargo, act of God, act of the
21 public enemy, riot, rebellion, accidental damage, vandalism, or sabotage. Within
22 four (4) hours of a request for service, Seller's service personnel shall arrive at the
23 City's facility and commence work, or shall commence conducting repairs through
24 remote access software where appropriate and approved in advance by the City.
25 A request for service may be made either by a telephone call from City personnel
26 or by an automatic system call that provides notice of a problem. The service
27 response deadline is applicable on a twenty-four (24) hours per day basis
28 throughout the year including holidays. For each failure to meet the deadline, the

1 City may assess Seller liquidated damages in the amount of one hundred dollars
2 (\$100) per occurrence.

3 10. Surety Bonds.

4 Concurrently with the execution of this Agreement, Seller shall deliver to the City
5 surety bonds for the benefit of the City guarantying (a) payment for the labor and
6 materials used in connection with the services described in this Agreement (the
7 "Services") and (b) the faithful performance and completion of the Services. The surety
8 bonds shall be in form shown in Exhibit "B," and shall be issued by a surety company
9 licensed in California and rated as A-X or better by A.M. Best. The surety bonds shall
10 guarantee their respective covenants to one hundred percent (100%) of the Seller's fee,
11 as described in Exhibit "C" hereto. The surety bonds shall remain in effect for at least
12 one (1) year following the successful completion of the extended operations test
13 described in Section 8(E). The premiums and other costs relating to surety bonds shall
14 be included in the Seller's fee, and the indemnitees described in such bond shall not
15 otherwise be responsible or liable for the payment of any costs related to the surety
16 bonds.

17 11. Miscellaneous.

18 A. In connection with performance of this Agreement and federal
19 laws, rules and regulations, Seller shall not discriminate in employment or in the
20 performance of this Agreement on the basis of race, religion, national origin, color,
21 age, sex, sexual orientation, gender identity, AIDS, HIV status, handicap or
22 disability.

23 B. This Agreement was created as a joint effort of both parties
24 and neither it nor any part of it shall be construed against one party as the drafter.

25 C. This Agreement, including Exhibits, shall not be amended, nor
26 any provision or breach hereof waived except in a writing signed by the parties
27 which expressly refers to this Agreement.

28 D. This Agreement shall be governed by and construed pursuant

1 to the laws of the State of California (except those provisions of California law
2 pertaining to conflicts of laws). Any action involving this Agreement shall be
3 brought in the Los Angeles County Superior Court, Long Beach Judicial District.

4 E. This Agreement, including Exhibits, constitutes the entire
5 understanding between the parties and supersedes all other agreements, oral or
6 written, or preprinted terms and conditions of the Purchase Order to the extent
7 they are inconsistent with this Agreement, with respect to the subject matter
8 herein.

9 F. In the event of any conflict or ambiguity between this
10 Agreement and any Exhibit, the provisions of this Agreement shall govern.

11 G. If there is any legal proceeding between the parties to enforce
12 or interpret this Agreement or to protect or establish any rights or remedies
13 hereunder, the prevailing party shall be entitled to its costs and expenses,
14 including reasonable attorney's fees.

15 H. The acceptance of any services or the payment of any money
16 by City shall not operate as a waiver of any provision of this Agreement, or of any
17 right to damages or indemnity stated herein. The waiver of any breach of this
18 Agreement shall not constitute a waiver of any other or subsequent breach of this
19 Agreement.

20 I. Termination of this Agreement shall not affect rights or
21 liabilities of the parties which accrued prior to termination and shall not extinguish
22 any warranties.

23 J. Seller shall not use the name of City, its officials or employees
24 in any advertising or solicitation for business nor as a reference without the prior
25 written approval of City's City Manager.

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

1 not a party to this Agreement.

2 L. In performing hereunder, Seller is and shall act as an
3 independent contractor and neither Seller nor its employees, agents, suppliers or
4 subcontractors shall act as or be deemed employees, representatives or agents of
5 City.

6 M. Seller shall comply with all applicable federal, state and local
7 laws and regulations during performance hereunder.

8 N. The terms and conditions of this Agreement are severable. If
9 any term or condition is held invalid, void or unenforceable, the remaining terms
10 and conditions shall be given effect.

11 O. The division of provisions hereof into sections and the
12 captions on those sections is for convenience only and shall not be considered in
13 construing this Agreement.

14 P. Default.

15 The following shall constitute events of default by Seller under this Agreement:

16 (a) Exercise of Creditor Rights or Remedies.

17 (i) the consent of Seller to the appointment of a
18 receiver, trustee or liquidator of all or a substantial portion of Seller's assets; (ii)
19 the adjudication of Seller as a bankrupt or insolvent; (iii) the filing by Seller of a
20 voluntary petition in bankruptcy; (iv) the admission by Seller in writing of Seller's
21 inability to pay its debts as they become due; (v) the failure by Seller to pay its
22 debts as they become due; (vi) the making by Seller of a general assignment for
23 the benefit of creditors; (vii) the filing by Seller of a petition or answer seeking
24 reorganization or arrangement with creditors; (viii) the taking by Seller of
25 advantage of any insolvency law; or (ix) the entry of any order, judgment or decree
26 by a court of competent jurisdiction approving a petition seeking appointment of a
27 receiver, trustee or liquidator of all or a substantial part of Seller's assets.

28 (b) Any material misrepresentation or any material default,

1 breach or nonperformance of any representation, warranty, covenant, agreement,
2 duty, responsibility or obligation under this Agreement by Seller or under any
3 subcontract by any Seller Employee.

4 (c) Failure by Seller to pay any fees, compensation, costs
5 or expenses to any subcontractor in accordance with any subcontract.

6 (d) Vendor's default, breach or failure to comply with the
7 provisions of this Agreement.

8 Q. Remedies of City.

9 Upon the occurrence of an event of default, in addition to any and all other
10 available rights and remedies, the City may (i) terminate this Agreement in its
11 entirety and offset against any amounts payable to Seller under this Agreement
12 the amount of any and all claims incurred by the City with respect to such event of
13 default (provided, however, that Seller's liability to the City for claims resulting from
14 such event of default shall not be limited to any such amounts so payable or
15 otherwise); or (ii) (a) terminate this Agreement as to some but not all of the
16 Services, or (b) continue this Agreement in effect, or (c) suspend performance of
17 some or all of the Services until such event of default is cured, and in any of the
18 cases described in (ii) (a), (b) or (c), withhold and offset against amounts payable
19 to Seller under this Agreement the amount of any claims incurred by the City with
20 respect to such event of default (provided, however, that Seller's liability to the City
21 for claims resulting from such event of default shall not be other breach of this
22 Agreement. No waiver of any breach of this Agreement, shall be construed as a
23 continuing waiver of any such breach or as a waiver of any subsequent breach of
24 the same or any other provision contained in this Agreement.

25 Neither Party shall be deemed to be in default in the performance of any of its
26 obligations under this Agreement unless and until either: (i) such Party has failed
27 to perform such obligation within thirty (30) days following the receipt of written
28 notice specifying the obligation it has failed to perform; or (ii) if such obligation is

1 not reasonably susceptible of being performed within such thirty (30) day period
2 (including if a longer period is required by Law, the rules or policies of the Manager
3 or scheduling constraints of the Commission), the failure by such Party to initiate
4 the performance of such obligation within such thirty (30) day period (or longer
5 period if required) and to prosecute diligently such performance to completion. In
6 the event of a default by the Manager under this Agreement, the sole remedy of
7 Vendor shall be to terminate this Agreement and Vendor shall be entitled to
8 payment for any work performed as documented by the Vendor and reviewed and
9 verified by the Manager Representative up to Termination.

10
11 2.6 Early Termination.

12 2.6.1 Termination by the Manager upon Event of Default.

13 2.6.2 Termination by the Manager Without Cause.

14 The Manager may terminate this Agreement in its entirety, or as to some but not
15 all of the Services, at any time without cause and for any reason whatsoever (including
16 convenience), by delivering to Vendor written notice of termination at least thirty (30)
17 days prior to the effective date of such termination. In such event, the Managers shall
18 pay for work performed as documented by the Vendor and reviewed and verified by the
19 Manager Representative up to Termination.

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

2/25, 2009

AMANO MCGANN INC

By [Signature]

Joseph R. Feldman

Type or Print Name

Vice President

Title

_____, 2009

By _____

Type or Print Name

Title

"Seller"

CITY OF LONG BEACH, a municipal corporation

April 27, 2009

By [Signature] Assistant City Manager

City Manager

"City"

ENCLOSURE REFERENCED
TO SECTION 501 OF
THE CITY CHARTER.

This Agreement is approved as to form on 4/8, 2009.

ROBERT E. SHANNON, City Attorney

By [Signature]

Assistant

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of ORANGE

On MARCH 25 2009 before me, CONNIE LOU SEDILLO NOTARY
Date Here Insert Name and Title of the Officer

personally appeared Joseph R Feldman
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 Connie Lou Sedillo
Signature of Notary Public



Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: Purchase Agreement

Document Date: 3/25/09 Number of Pages: 17

Signer(s) Other Than Named Above: N/A

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: _____

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: _____



Exhibit A
AMANO McGANN, INC.
22619 Old Canal Road
Yorba Linda, CA 92887

Voice: 800-854-5977
Fax: 714-998-3949

July 3, 2008

City of Long Beach - Civic Center Garage

Parking Control System Proposal

Revenue Control System

| <u>Model</u> | <u>Qty</u> | <u>Description</u> |
|--------------|------------|---|
| AGP-2051 | 2 | Amano McGann Ticket Dispenser w/Credit Card & Access |
| PRX-280M | 4 | Amano McGann Proximity Reader with Pedestal |
| AGP-1711 | 4 | Amano McGann Autogate with dual detector |
| MT-1703 | 4 | Amano McGann Gate Communications Board |
| AL-20 | 4 | Amano McGann 11' Aluminum Folding Gate Arm |
| XML-S | 8 | 2' x 6' Sawed-in Detector Loops Wire/Sealant Kits |
| I/O7000 | 2 | Amano McGann intelligent lane controllers |
| TC1418 | 2 | SignalTech Neon "LOT FULL" Sign |
| TCIL | 2 | SignalTech Red/Green LED Lane Indicator Sign |
| AGP-6051 | 2 | Amano McGann ExpressParc Exit CC Paystation w/ Access |
| BOL | 8 | Protection Bollards |

Central Pay Location

| | | |
|----------|---|---|
| AGP-7812 | 1 | Amano McGann Automatic Pay-On-Foot Station (2 note) |
|----------|---|---|

Management System

| | | |
|-------------|---|---|
| MPS3SQL | 1 | Amano McGann Software Host SQL Server 15" Flat Panel Monitor, Tape Backup, Laser Printer |
| AGP-0509 | 3 | Amano McGann RS232/RS483 Data Converter |
| MPS1156PRO | 1 | Amano McGann Professional Advanced Revenue Software |
| MPS4252DPRO | 1 | Amano McGann Professional Debit Access Control Software |
| MPS6051PRO | 1 | Amano McGann Professional Credit Card Suite Software |
| ADSLINK | 1 | Amano McGann Professional Real-Time Credit Card Processing |
| MPS7050PRO | 1 | Amano McGann Professional Count/Monitor Software |

Level Count System

| | | |
|--------------|----|--|
| MT-234 | 8 | McGann Dual Channel Vehicle Detector |
| XML-S | 16 | 2' x 6' Sawed-in Detector Loops Wire/Sealant Kits |
| I/O7000 | 3 | McGann intelligent lane controllers |
| SA104R-05 | 1 | Transtech Custom Single Faced 5 Level Spaces Available |
| DP90B | 2 | Transtech Post Mount(2 per set) |
| MPS 7058 PRO | 1 | Amano McGann Level Count Software |
| AGP-0509 | 2 | Amano McGann Data Converter |
| MPS7257 PRO | 1 | Amano McGann Digital Sign Control |

CCTV System

| | | |
|--------------|----|--|
| DX8132-1000A | 1 | Digital Video Recorder 32 Channel with 1000 GB HD |
| ICS111CDV39A | 21 | Pelco High Resolution Color Dome Camera w/ 3-9mmLens |
| MCS-16-10 E | 2 | Pelco Camera Power supply |
| 18-2S PVC | 1 | LOT CWC 18 Gauge 2 Conductor Cable |
| RG 59U | 1 | LOT CWC Coax Camera Cable |

Emergency Phones

| | | |
|------------|---|-----------------------------------|
| Mini Tower | 8 | Trigon Wall Mount Emergency Phone |
| 02A0641-8 | 1 | Trigon Phone Line Consolidator |

| | | |
|-------------|---|--|
| AP-4 | 1 | Loure Audio Montoring Device(4 cahannel kit) |
| Verifact-A | 1 | Loure Audio Microphone |
| CMR 1202L5E | 1 | CWC Audio Control Cable |

Intercom & Additional System Components

| | | |
|--------------|----|---|
| BLK BOX HUBS | 1 | Black Box 8 port 10/100 Base Hub |
| FS105 | 1 | Net Gear FS105 five port switch |
| FVS338 | 1 | Net Gear FVS338 Pro Safe Router with Firewall |
| AR-100 | 40 | Amano Validation Hand Encoder w/Base |
| PG UPS | 3 | Power Guard Back-Up UPS Systems |
| GE 200 | 1 | Commend Intercom Central Server with PAI-120 Pwr,Sply |
| EE311S | 1 | Commend Desktop Master Station 2 wire with DSP |
| ET862 | 5 | Commend Intercom Unit Kit /2 wire digital with Relay |
| G2-GED-4D | 1 | Commend Subscriber card 2 wire with D features |
| G2-GED-4B | 1 | Commend Subscriber card with B features |
| G2-GEK 2-3 | 1 | Duplex controller board with 3 AD/DA Convertors |
| G2-TEL | 1 | Commend Interface /alarm dialer anaolog/4 wire |

**System Investment
Summary**

| | |
|---|--------------------|
| Subtotal | \$427,479 |
| System Discount | (\$125,664) |
| Subtotal | \$301,815 |
| Freight and Tax | \$30,395 |
| Electrical Work | \$38,400 |
| Concrete | \$0 |
| ASSI Installation, project mgmt., engineering | \$29,160 |
| Installation & Technical Services | <u>\$29,070</u> |
| Total Project Cost | \$428,840 |

LABOR AND MATERIAL BOND
Bond #327009343

KNOW ALL MEN BY THESE PRESENTS: That we, Amano McGann, Inc.

Liberty Mutual Insurance Company, as PRINCIPAL, and 701 Route 73 South, Suite 130, Marlton, NJ 08053, located at MA, a corporation, incorporated under the laws of the State of MA, 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 Four Hundred Twenty One Thousand Dollars (\$421,000.00) 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.

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 Purchase and installation of parking equipment and is required by law and by said City to give this bond in connection with the execution of said contract;

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

PROVIDED, that any modifications, alterations, or changes which may be made in said contract, or in any of the work or labor required to be done thereunder, or in any of the materials, provisions, equipment, or other supplies required to be furnished pursuant to said contract, or the giving by the City of any extension of time for the performance of said contract, or the giving of any other forbearance upon the part of either the City or the Principal to the other, shall not in any way release the Principal or 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 26th day of March, ~~2008~~ 2009.

Amano McGann, Inc.
CONTRACTOR/PRINCIPAL
By: [Signature]
Name: Terrance McGann
Title: President

By: _____
Name: _____
Title: _____

Liberty Mutual Insurance Company
SURETY, admitted in California
By: [Signature]
Name: Brandon Edwards
Title: Attorney-in-Fact
Telephone: 215-997-9099

Approved as to form this 8 day
of April, 2009
ROBERT E. SHANNON, City Attorney

ENDORSED PURSUANT
TO SECTION 301 OF
THE CITY CHARTER.
Approved as to sufficiency this 27 day
of April, 2009

By: [Signature]
Senior Deputy Assistant City Attorney

By: [Signature] Assistant City Manager
City Manager/

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.

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

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

LIBERTY MUTUAL INSURANCE COMPANY
BOSTON, MASSACHUSETTS
POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS: That Liberty Mutual Insurance Company (the "Company"), a Massachusetts stock insurance company, pursuant to and by authority of the By-law and Authorization hereinafter set forth, does hereby name, constitute and appoint WILLIAM L. MINDERJAHN, BRANDON EDWARDS, ALL OF THE CITY OF MONTGOMERYVILLE, STATE OF PENNSYLVANIA

, each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations in the penal sum not exceeding TWENTY FIVE MILLION AND 00/100 DOLLARS (\$ 25,000,000.00) each, and the execution of such undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents, shall be as binding upon the Company as if they had been duly signed by the president and attested by the secretary of the Company in their own proper persons.

That this power is made and executed pursuant to and by authority of the following By-law and Authorization:

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

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

By the following instrument the chairman or the president has authorized the officer or other official named therein to appoint attorneys-in-fact:

Pursuant to Article XIII, Section 5 of the By-Laws, Garnet W. Elliott, Assistant Secretary of Liberty Mutual Insurance Company, is hereby authorized to appoint such attorneys-in-fact as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

That the By-law and the Authorization set forth above are true copies thereof and are now in full force and effect.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Company and the corporate seal of Liberty Mutual Insurance Company has been affixed thereto in Plymouth Meeting, Pennsylvania this 25th day of September 2008.

LIBERTY MUTUAL INSURANCE COMPANY

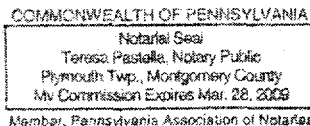
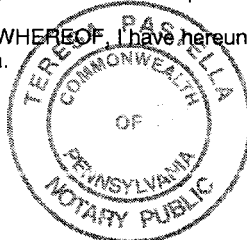


By Garnet W. Elliott, Assistant Secretary

COMMONWEALTH OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 25th day of September, 2008, before me, a Notary Public, personally came Garnet W. Elliott, to me known, and acknowledged that he is an Assistant Secretary of Liberty Mutual Insurance Company; that he knows the seal of said corporation; and that he executed the above Power of Attorney and affixed the corporate seal of Liberty Mutual Insurance Company thereto with the authority and at the direction of said corporation.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



By Teresa Pastella, Notary Public

CERTIFICATE

I, the undersigned, Assistant Secretary of Liberty Mutual Insurance Company, do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy, is in full force and effect on the date of this certificate; and I do further certify that the officer or official who executed the said power of attorney is an Assistant Secretary specially authorized by the chairman or the president to appoint attorneys-in-fact as provided in Article XIII, Section 5 of the By-laws of Liberty Mutual Insurance Company.

This certificate and the above power of attorney may be signed by facsimile or mechanically reproduced signatures under and by authority of the following vote of the board of directors of Liberty Mutual Insurance Company at a meeting duly called and held on the 12th day of March, 1980.

VOTED that the facsimile or mechanically reproduced signature of any assistant secretary of the company, wherever appearing upon a certified copy of any power of attorney issued by the company in connection with surety bonds, shall be valid and binding upon the company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the said company, this 26th day of March, 2009.



By David M. Carey, Assistant Secretary

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

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

ASSETS

| | Current Year | | | Prior Year |
|---|----------------|--------------------|-----------------------------------|---------------------|
| | 1 | 2 | 3 | 4 |
| | Assets | Nonadmitted Assets | Net Admitted Assets (Cols. 1 - 2) | Net Admitted Assets |
| 1. Bonds (Schedule D) | 15,335,083,571 | | 15,335,083,571 | 14,335,788,480 |
| 2. Stocks (Schedule D): | | | | |
| 2.1 Preferred stocks | 322,886,839 | | 322,886,839 | 234,308,918 |
| 2.2 Common stocks | 7,848,889,947 | 271,819,930 | 7,577,070,017 | 5,059,095,324 |
| 3. Mortgage loans on real estate (Schedule B): | | | | |
| 3.1 First liens | 428,255,101 | | 428,255,101 | 249,580,880 |
| 3.2 Other than first liens | | | | |
| 4. Real estate (Schedule A): | | | | |
| 4.1 Properties occupied by the company (less \$ 0 encumbrances) | 418,581,083 | | 418,581,083 | 326,183,102 |
| 4.2 Properties held for the production of income (less \$ 0 encumbrances) | 1,088,862 | | 1,088,862 | 1,111,845 |
| 4.3 Properties held for sale (less \$ 0 encumbrances) | | | | |
| 5. Cash (\$ 212,535,233, Schedule E-Part 1), cash equivalents (\$ 82,180,216, Schedule E-Part 2) and short-term investments (\$ 523,294,376, Schedule DA) | 828,118,827 | | 828,118,827 | 1,267,665,853 |
| 6. Contract loans (including \$ 0 premium notes) | | | | |
| 7. Other invested assets (Schedule BA) | 4,644,248,806 | 1,597,535 | 4,642,651,271 | 3,447,285,251 |
| 8. Receivables for securities | 13,535,780 | | 13,535,780 | 41,382,891 |
| 9. Aggregate write-ins for invested assets | | | | |
| 10. Subtotals, cash and invested assets (Lines 1 to 9) | 28,641,731,918 | 273,416,635 | 28,368,315,283 | 24,912,331,852 |
| 11. Title plants less \$ 0 charged off (for Title insurers only) | | | | |
| 12. Investment income due and accrued | 175,281,336 | | 175,281,336 | 168,971,988 |
| 13. Premiums and considerations: | | | | |
| 13.1 Uncollected premiums and agents' balances in the course of collection | 863,625,216 | 35,685,625 | 827,939,591 | 783,139,102 |
| 13.2 Deferred premiums, agents' balances and installments locked but deferred and not yet due (including \$ 34,554 earned but unfiled premiums) | 1,638,538,787 | 3,827 | 1,638,542,614 | 1,462,229,358 |
| 13.3 Accrued retrospective premiums | 430,738,547 | 51,847,916 | 378,890,631 | 482,717,401 |
| 14. Reinsurance: | | | | |
| 14.1 Amounts recoverable from reinsurers | 685,885,885 | | 685,885,885 | 740,190,811 |
| 14.2 Funds held by or deposited with reinsured companies | 28,022,671 | | 28,022,671 | 78,959,530 |
| 14.3 Other amounts receivable under reinsurance contracts | | | | |
| 15. Amounts receivable relating to unlicensed plans | 2,597,574 | 2,437,580 | 159,994 | |
| 16.1 Current federal and foreign income tax recoverable and interest thereon | 118,948,060 | | 118,948,060 | 33,748,786 |
| 16.2 Net deferred tax asset | 800,039,000 | 289,889,863 | 510,149,137 | 585,085,008 |
| 17. Guaranty funds receivable or on deposit | 28,552,458 | | 28,552,458 | 32,691,812 |
| 18. Electronic data processing equipment and software | 263,119,218 | 203,712,586 | 49,406,632 | 42,760,804 |
| 19. Furniture and equipment, including health care delivery assets (\$ 0) | 86,104,898 | 98,104,898 | | |
| 20. Net adjustment in assets and liabilities due to foreign exchange rates | | | | |
| 21. Receivables from parent, subsidiaries and affiliates | 238,266,862 | | 238,266,862 | 235,522,572 |
| 22. Health care (\$ 0) and other amounts receivable | | | | |
| 23. Aggregate write-ins for other than invested assets | 633,225,209 | 82,381,943 | 550,843,266 | 511,661,867 |
| 24. Total assets excluding Separate Accounts, Segregated Accounts and Protected Cell Accounts (Lines 10 to 23) | 35,855,854,744 | 1,026,650,172 | 34,829,204,572 | 29,920,012,089 |
| 25. From Separate Accounts, Segregated Accounts and Protected Cell Accounts | | | | |
| 26. Total (Lines 24 and 25) | 35,855,854,744 | 1,026,650,172 | 34,829,204,572 | 29,920,012,089 |

| DETAILS OF WRITE-INS | | | | |
|---|-------------|------------|-------------|-------------|
| 0901 | | | | |
| 0902 | | | | |
| 0903 | | | | |
| 0908. Summary of remaining write-ins for Line 09 from overflow page | | | | |
| 0909. Totals (Lines 0901 through 0903 plus 0908) (Line 09 above) | | | | |
| 2301. Other assets | 212,388,467 | 72,186,860 | 140,182,807 | 164,435,785 |
| 2302. Cash surrender value life insurance | 204,575,583 | | 204,575,583 | 182,038,257 |
| 2303. Equities and deposits in pools and associations | 32,235,326 | | 32,235,326 | 20,487,883 |
| 2308. Summary of remaining write-ins for Line 23 from overflow page | 183,944,833 | 10,195,263 | 173,749,570 | 164,691,242 |
| 2309. Totals (Lines 2301 through 2303 plus 2308) (Line 23 above) | 633,225,209 | 82,381,943 | 550,843,266 | 511,661,867 |

| LIABILITIES, SURPLUS AND OTHER FUNDS | | 1 | 2 |
|--|--|----------------|----------------|
| | | Current Year | Prior Year |
| 1. Losses (Part 2A, Line 34, Column 8) | | 12,594,762,751 | 10,189,462,164 |
| 2. Reinsurance payable on paid losses and loss adjustment expenses (Schedule F, Part 1, Column 8) | | 105,915,231 | 108,972,570 |
| 3. Loss adjustment expenses (Part 2A, Line 34, Column 8) | | 2,572,655,245 | 2,084,593,736 |
| 4. Commissions payable, contingent commissions and other similar charges | | 134,968,819 | 130,587,309 |
| 5. Other expenses (excluding taxes, licenses and fees) | | 414,445,861 | 355,278,579 |
| 6. Taxes, licenses and fees (excluding federal and foreign income taxes) | | 250,580,878 | 208,354,692 |
| 7.1 Current federal and foreign income taxes (including \$ 0 on realized capital gains (losses)) | | | |
| 7.2 Net deferred tax liability | | | |
| 8. Borrowed money \$ 949,875 and interest thereon \$ 565,850 | | 1,515,725 | 1,306,151 |
| 9. Unearned premiums (Part 1A, Line 37, Column 8) (after deducting unearned premiums for ceded reinsurance of \$ 1,937,007,225 and including warranty reserves of \$ 0) | | 3,576,588,493 | 3,114,705,994 |
| 10. Advance premium | | 39,898,380 | 22,746,128 |
| 11. Dividends declared and unpaid: | | | |
| 11.1 Stockholders | | | |
| 11.2 Policyholders | | 17,802,584 | 3,898,999 |
| 12. Ceded reinsurance premiums payable (net of ceding commissions) | | 851,575,481 | 819,145,981 |
| 13. Funds held by company under reinsurance treaties (Schedule F, Part 3, Column 19) | | 1,578,182,260 | 1,855,405,417 |
| 14. Amounts withheld or retained by company for account of others | | 532,437,218 | 619,581,207 |
| 15. Remittances and items not allocated | | | |
| 16. Provision for reinsurance (Schedule F, Part 7) | | 116,520,664 | 120,072,654 |
| 17. Net adjustments to assets and liabilities due to foreign exchange rates | | | |
| 18. Drafts outstanding | | 298,365,848 | 274,794,753 |
| 19. Payable to parent, subsidiaries and affiliates | | 81,311,436 | 159,006,230 |
| 20. Payable for securities | | 31,683,585 | 278,480,820 |
| 21. Liability for amounts held under uninsured plans | | | |
| 22. Capital notes \$ 0 and interest thereon \$ 0 | | | |
| 23. Aggregate write-ins for liabilities | | 679,769,042 | 569,600,531 |
| 24. Total liabilities excluding protected cell liabilities (Lines 1 through 23) | | 23,005,904,518 | 19,967,833,066 |
| 25. Protected cell liabilities | | | |
| 26. Total liabilities (Lines 24 and 25) | | 23,005,904,518 | 19,967,833,066 |
| 27. Aggregate write-ins for special surplus funds | | 948,875,402 | 811,135,623 |
| 28. Common capital stock | | 10,000,000 | 10,000,000 |
| 29. Preferred capital stock | | | |
| 30. Aggregate write-ins for other than special surplus funds | | 1,250,000 | 1,250,000 |
| 31. Surplus notes | | 891,866,181 | 1,013,208,431 |
| 32. Gross paid in and contributed surplus | | 4,348,851,176 | 3,148,180,105 |
| 33. Unassigned funds (surplus) | | 5,622,757,215 | 4,966,373,570 |
| 34. Less treasury stock, at cost: | | | |
| 34.1 0 shares common (value included in Line 28 \$ 0) | | | |
| 34.2 0 shares preferred (value included in Line 28 \$ 0) | | | |
| 35. Surplus as regards policyholders (Lines 27 to 33, less 34) (Page 4, Line 38) | | 11,829,289,954 | 9,952,129,029 |
| 36. TOTALS (Page 2, Line 26, Col. 3) | | 34,829,204,572 | 29,920,012,095 |

| DETAILS OF WRITE-INS | | | |
|---|--|-----------------|-----------------|
| 2301. Other liabilities | | 728,177,579 | 180,852,751 |
| 2302. Retrospective reinsurance reserve - ceded | | (1,731,298,939) | (1,526,785,174) |
| 2303. Amounts held under uninsured plans | | 585,100,729 | 485,811,161 |
| 2308. Summary of remaining write-ins for Line 23 from overflow page | | 257,220,358 | 490,520,228 |
| 2399. Totals (Lines 2301 through 2303 plus 2308) (Line 23 above) | | 679,769,042 | 569,600,531 |
| 2701. Special surplus from retrospective reinsurance | | 948,875,402 | 811,135,623 |
| 2702. | | | |
| 2703. | | | |
| 2799. Summary of remaining write-ins for Line 27 from overflow page | | | |
| 2799. Totals (Lines 2701 through 2703 plus 2799) (Line 27 above) | | 948,875,402 | 811,135,623 |
| 3001. Surety funds | | 1,250,000 | 1,250,000 |
| 3002. | | | |
| 3003. | | | |
| 3099. Summary of remaining write-ins for Line 30 from overflow page | | | |
| 3099. Totals (Lines 3001 through 3003 plus 3099) (Line 30 above) | | 1,250,000 | 1,250,000 |

State of Massachusetts
County of Suffolk

The officers of this reporting entity being duly sworn, each depose and say that they are the described officers of said reporting entity, and that on the reporting period stated above, all of the herein described assets were the private property of the said reporting entity, free and clear from any liens or claims thereon, except as herein stated, and that this statement, together with required annexes, schedules and supporting financial statements, attached or referred to, is a true and true statement of all the assets and liabilities and of the condition and affairs of the said reporting entity as of the reporting period stated above, and of its income and deductions therefrom for the period ended, and have been compiled in accordance with the NAIC Annual Statement Instructions and Accounting Practices and Procedures manual except to the extent that (1) state law may differ or (2) that state rules or regulations require differences in reporting not related to accounting practices and procedures, according to the best of their information, knowledge and belief, respectively. Furthermore, the scope of the certification by the described officers also includes the related supporting electronic filing with the NAIC, when required, and to any copy (except for recording purposes) of the enclosed statement. The electronic filing may be requested by various regulators in lieu of or in addition to the enclosed statement.

Edward F. Kelly
(Signature)
Edward Francis Kelly
(Printed Name)

Dexter R. Kelly
(Signature)
Dexter Robert Kelly
(Printed Name)

Lawrence Henry Spivey, Jr.
(Signature)
Lawrence Henry Spivey, Jr.
(Printed Name)

Chairman of the Board, President & CEO
(Title)

Vice President & Secretary
(Title)

Senior Vice President & Treasurer
(Title)

Subscribed and sworn to before me this
22nd day of January, 2008

Dana Kellan
(Signature)

a. Is this an original filing? YES [X] NO []
b. If not:
1. State the attachment number
2. Date filed
3. Number of pages attached

Exhibit "B"

BOND FOR FAITHFUL PERFORMANCE
Bond #327009343

KNOW ALL MEN BY THESE PRESENTS: That we, Amano McGann, Inc.

Liberty Mutual Insurance Company, as PRINCIPAL, and
701 Route 73 South, Suite 130, Marlton, NJ 08053, located at _____

_____ a corporation, incorporated under the laws of the State of Massachusetts
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 _____
Four Hundred Twenty One Thousand Dollars (\$421,000.00)

_____ 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.

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 Purchase and installation of parking equipment and is
required by said City to give this bond in connection with the execution of said contract;

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

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

IN WITNESS WHEREOF, the above named Principal and Surety have executed, or caused to be executed, this instrument with all
of the formalities required by law on this 26th day of March, ~~2009~~ 2009.

Amano McGann, Inc.

CONTRACTOR/PRINCIPAL

By: _____

Terrance McGann

Name: _____

Title: President

By: _____

Name: _____

Title: _____

Approved as to form this 8th day

of April, 2009

ROBERT E. SHANNON, City Attorney

By: _____

Senior Deputy Assistant City Attorney

Liberty Mutual Insurance Company

SURETY, admitted in California

By: _____

Brandon Edwards

Name: _____

Title: Attorney-in-Fact

Telephone: 215-997-9099

EXECUTED IN ACCORDANCE
TO SECTION 301 OF
THE CITY CHARTER.

Approved as to sufficiency this 27 day

of April, 2009

By: _____ Assistant City Manager

City Manager

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.

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

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

LIBERTY MUTUAL INSURANCE COMPANY
BOSTON, MASSACHUSETTS
POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS: That Liberty Mutual Insurance Company (the "Company"), a Massachusetts stock insurance company, pursuant to and by authority of the By-law and Authorization hereinafter set forth, does hereby name, constitute and appoint

WILLIAM L. MINDERJAHN, BRANDON EDWARDS, ALL OF THE CITY OF MONTGOMERYVILLE, STATE OF PENNSYLVANIA

, each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations in the penal sum not exceeding TWENTY FIVE MILLION AND 00/100 DOLLARS (\$ 25,000,000.00) each, and the execution of such undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents, shall be as binding upon the Company as if they had been duly signed by the president and attested by the secretary of the Company in their own proper persons.

That this power is made and executed pursuant to and by authority of the following By-law and Authorization:

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

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

By the following instrument the chairman or the president has authorized the officer or other official named therein to appoint attorneys-in-fact:

Pursuant to Article XIII, Section 5 of the By-Laws, Garnet W. Elliott, Assistant Secretary of Liberty Mutual Insurance Company, is hereby authorized to appoint such attorneys-in-fact as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

That the By-law and the Authorization set forth above are true copies thereof and are now in full force and effect.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Company and the corporate seal of Liberty Mutual Insurance Company has been affixed thereto in Plymouth Meeting, Pennsylvania this 25th day of September, 2008

LIBERTY MUTUAL INSURANCE COMPANY

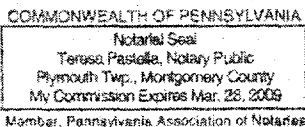
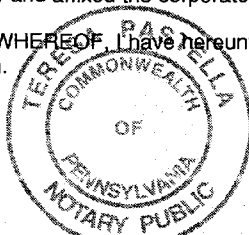
By Garnet W. Elliott, Assistant Secretary



COMMONWEALTH OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 25th day of September, 2008, before me, a Notary Public, personally came Garnet W. Elliott, to me known, and acknowledged that he is an Assistant Secretary of Liberty Mutual Insurance Company; that he knows the seal of said corporation; and that he executed the above Power of Attorney and affixed the corporate seal of Liberty Mutual Insurance Company thereto with the authority and at the direction of said corporation.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



By Teresa Pastella, Notary Public

CERTIFICATE

I, the undersigned, Assistant Secretary of Liberty Mutual Insurance Company, do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy, is in full force and effect on the date of this certificate; and I do further certify that the officer or official who executed the said power of attorney is an Assistant Secretary specially authorized by the chairman or the president to appoint attorneys-in-fact as provided in Article XIII, Section 5 of the By-laws of Liberty Mutual Insurance Company.

This certificate and the above power of attorney may be signed by facsimile or mechanically reproduced signatures under and by authority of the following vote of the board of directors of Liberty Mutual Insurance Company at a meeting duly called and held on the 12th day of March, 1980.

VOTED that the facsimile or mechanically reproduced signature of any assistant secretary of the company, wherever appearing upon a certified copy of any power of attorney issued by the company in connection with surety bonds, shall be valid and binding upon the company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the said company, this 26th day of March, 2009



By David M. Carey, Assistant Secretary

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

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

ASSETS

| | Current Year | | | Prior Year |
|---|----------------|----------------------------|--|-----------------------------|
| | 1 Assets | 2 Nonadmitted Assets | 3 Net Admitted Assets (Cols. 1 - 2) | 4 Net Admitted Assets |
| 1. Bonds (Schedule D) | 15,335,083,671 | | 15,335,083,671 | 14,335,788,460 |
| 2. Stocks (Schedule D): | | | | |
| 2.1 Preferred stocks | 322,985,839 | | 322,985,839 | 234,308,919 |
| 2.2 Common stocks | 7,648,889,947 | 271,619,800 | 7,377,270,147 | 5,069,085,324 |
| 3. Mortgage loans on real estate (Schedule B): | | | | |
| 3.1 First liens | 428,255,101 | | 428,255,101 | 249,560,860 |
| 3.2 Other than first liens | | | | |
| 4. Real estate (Schedule A): | | | | |
| 4.1 Properties occupied by the company (less \$ 0 encumbrances) | 418,581,083 | | 418,581,083 | 326,163,102 |
| 4.2 Properties held for the production of income (less \$ 0 encumbrances) | 1,088,862 | | 1,088,862 | 1,111,445 |
| 4.3 Properties held for sale (less \$ 0 encumbrances) | | | | |
| 5. Cash (\$ 212,535,233, Schedule E-Part 1), cash equivalents (\$ 82,190,216, Schedule E-Part 2) and short-term investments (\$ 523,294,378, Schedule GA) | 828,119,827 | | 828,119,827 | 1,207,665,853 |
| 6. Contract loans (including \$ 0 premium notes) | | | | |
| 7. Other invested assets (Schedule BA) | 4,644,248,806 | 1,587,635 | 4,642,661,171 | 3,447,295,251 |
| 8. Receivables for securities | 13,535,760 | | 13,535,760 | 41,352,691 |
| 9. Aggregate write-ins for invested assets | | | | |
| 10. Subtotals, cash and invested assets (Lines 1 to 9) | 29,641,731,919 | 278,416,635 | 29,363,315,284 | 24,912,731,652 |
| 11. Title plants less \$ 0 charged off (for Title insurers only) | | | | |
| 12. Investment income due and accrued | 175,281,336 | | 175,281,336 | 165,971,988 |
| 13. Premiums and considerations: | | | | |
| 13.1 Uncollected premiums and agents' balances in the course of collection | 863,823,219 | 35,685,825 | 828,137,394 | 703,119,102 |
| 13.2 Deferred premiums, agents' balances and installments booked but deferred and not yet due (including \$ 34,554 earned but un billed premiums) | 1,638,538,787 | 3,627 | 1,638,534,970 | 1,462,229,358 |
| 13.3 Accrued retrospective premiums | 438,736,647 | 51,047,915 | 387,688,632 | 462,717,401 |
| 14. Reinsurance: | | | | |
| 14.1 Amounts recoverable from reinsurer | 585,895,885 | | 585,895,885 | 740,180,811 |
| 14.2 Funds held by or deposited with reinsured companies | 26,072,871 | | 26,072,871 | 76,899,530 |
| 14.3 Other amounts receivable under reinsurance contracts | | | | |
| 15. Amounts receivable relating to uninsured plans | 2,597,574 | 2,437,580 | 159,994 | |
| 16.1 Current federal and foreign income tax recoverable and interest thereon | 118,946,030 | | 118,946,030 | 13,749,785 |
| 16.2 Net deferred tax asset | 800,000,000 | 289,859,863 | 510,140,137 | 555,086,009 |
| 17. Guaranty funds receivable or on deposit | 28,552,458 | | 28,552,458 | 32,691,812 |
| 18. Electronic data processing equipment and software | 261,118,219 | 213,712,586 | 47,405,633 | 42,780,804 |
| 19. Furniture and equipment, including health care delivery assets (\$ 0) | 98,104,898 | 98,104,898 | | |
| 20. Net adjustment in assets and liabilities due to foreign exchange rates | | | | |
| 21. Receivables from parent, subsidiaries and affiliates | 238,266,862 | | 238,266,862 | 215,522,572 |
| 22. Health care (\$ 0) and other amounts receivable | | | | |
| 23. Aggregate write-ins for other than invested assets | 633,225,209 | 82,381,943 | 550,843,266 | 511,561,857 |
| 24. Total assets excluding Separate Accounts, Segregated Accounts and Protected Cell Accounts (Lines 10 to 23) | 35,855,854,744 | 1,026,650,172 | 34,829,204,572 | 29,920,012,089 |
| 25. From Separate Accounts, Segregated Accounts and Protected Cell Accounts | | | | |
| 26. Total (Lines 24 and 25) | 35,855,854,744 | 1,026,650,172 | 34,829,204,572 | 29,920,012,089 |

| DETAILS OF WRITE-INS | | | | |
|---|-------------|------------|-------------|-------------|
| 0901 | | | | |
| 0902 | | | | |
| 0903 | | | | |
| 0998. Summary of remaining write-ins for Line 09 from overflow page | | | | |
| 0999. Totals (Lines 0901 through 0903 plus 0998) (Line 09 above) | | | | |
| 2301. Other assets | 212,369,467 | 72,186,860 | 140,182,607 | 164,433,785 |
| 2302. Cash surrender value life insurance | 204,675,563 | | 204,675,563 | 182,038,957 |
| 2303. Equities and deposits in pools and associations | 32,235,326 | | 32,235,326 | 20,487,883 |
| 2398. Summary of remaining write-ins for Line 23 from overflow page | 183,944,833 | 10,185,283 | 173,759,550 | 184,691,242 |
| 2399. Totals (Lines 2301 through 2303 plus 2398) (Line 23 above) | 633,225,209 | 82,381,943 | 550,843,266 | 511,661,857 |

| LIABILITIES, SURPLUS AND OTHER FUNDS | | 1 | 2 |
|--|--|----------------|----------------|
| | | Current Year | Prior Year |
| 1. Losses (Part 2A, Line 34, Column B) | | 12,694,762,751 | 10,189,462,164 |
| 2. Reinsurance payable on paid losses and loss adjustment expenses (Schedule F, Part 1, Column 6) | | 105,915,231 | 108,972,570 |
| 3. Loss adjustment expenses (Part 2A, Line 34, Column B) | | 2,572,555,245 | 2,084,580,735 |
| 4. Commissions payable, contingent commissions and other similar charges | | 194,968,818 | 130,557,309 |
| 5. Other expenses (excluding taxes, licenses and fees) | | 414,446,861 | 355,278,576 |
| 6. Taxes, licenses and fees (excluding federal and foreign income taxes) | | 250,680,878 | 208,354,622 |
| 7.1 Current federal and foreign income taxes (including \$ 0 on realized capital gains (losses)) | | | |
| 7.2 Net deferred tax liability | | | |
| 8. Borrowed money \$ 948,875 and interest thereon \$ 565,850 | | 1,515,726 | 1,305,151 |
| 9. Unearned premiums (Part 1A, Line 31, Column 6) (after deducting unearned premiums for ceded reinsurance of \$ 1,937,007,225 and including warranty reserves of \$ 0) | | 3,575,689,493 | 3,114,705,894 |
| 10. Advance premium | | 39,998,580 | 22,746,125 |
| 11. Dividends declared and unpaid: | | | |
| 11.1 Stockholders | | | |
| 11.2 Policyholders | | 12,802,884 | 3,995,939 |
| 12. Ceded reinsurance premiums payable (net of ceding commissions) | | 851,575,481 | 818,145,881 |
| 13. Funds held by company under reinsurance treaties (Schedule F, Part 3, Column 1b) | | 1,578,182,980 | 1,856,405,417 |
| 14. Amounts withheld or retained by company for account of others | | 632,437,218 | 619,581,207 |
| 15. Resiliances and items not allocated | | | |
| 16. Provision for reinsurance (Schedule F, Part 7) | | 116,580,664 | 120,072,854 |
| 17. Net adjustments in assets and liabilities due to foreign exchange rates | | | |
| 18. Drafts outstanding | | 286,356,848 | 274,794,753 |
| 19. Payable to parent, subsidiaries and affiliates | | 81,311,436 | 159,008,230 |
| 20. Payable for securities | | 31,683,685 | 278,480,820 |
| 21. Liability for amounts held under unmeasured plans | | | |
| 22. Capital notes \$ 0 and interest thereon \$ 0 | | | |
| 23. Aggregate write-ins for liabilities | | 579,789,042 | 369,500,531 |
| 24. Total liabilities excluding protected cell liabilities (Lines 1 through 23) | | 23,005,904,618 | 19,967,883,060 |
| 25. Protected cell liabilities | | | |
| 26. Total liabilities (Lines 24 and 25) | | 23,005,904,618 | 19,967,883,060 |
| 27. Aggregate write-ins for special surplus funds | | 948,875,402 | 811,135,623 |
| 28. Common capital stock | | 10,000,000 | 10,000,000 |
| 29. Preferred capital stock | | | |
| 30. Aggregate write-ins for other than special surplus funds | | 1,250,000 | 1,250,000 |
| 31. Surplus notes | | 891,965,181 | 1,013,299,431 |
| 32. Gross paid in and contributed surplus | | 4,348,851,178 | 3,148,160,105 |
| 33. Unassigned funds (surplus) | | 5,622,757,215 | 4,958,573,570 |
| 34. Less treasury stock, at cost: | | | |
| 34.1 0 shares common (value included in Line 28 \$ 0) | | | |
| 34.2 0 shares preferred (value included in Line 29 \$ 0) | | | |
| 35. Surplus as regards policyholders (Lines 27 to 33, less 34) (Page 4, Line 39) | | 11,628,209,954 | 9,952,129,025 |
| 36. TOTALS (Page 2, Line 26, Col. 3) | | 34,628,204,572 | 29,920,612,089 |

| DETAILS OF WRITE-INS | | | |
|---|--|-----------------|-----------------|
| 2301. Other liabilities | | 228,177,879 | 180,862,751 |
| 2302. Retroactive reinsurance reserve - ceded | | (1,731,298,039) | (1,525,795,174) |
| 2303. Amounts held under unmeasured plans | | 566,100,758 | 485,811,161 |
| 2398. Summary of remaining write-ins for Line 23 from overflow page | | 267,220,358 | 490,620,728 |
| 2399. Totals (Lines 2301 through 2303 plus 2398) (Line 23 above) | | 579,789,042 | 369,500,531 |
| 2701. Special surplus from retroactive reinsurance | | 948,875,402 | 811,135,623 |
| 2702. | | | |
| 2703. | | | |
| 2798. Summary of remaining write-ins for Line 27 from overflow page | | | |
| 2799. Totals (Lines 2701 through 2703 plus 2798) (Line 27 above) | | 948,875,402 | 811,135,623 |
| 3001. Guaranty funds | | 1,250,000 | 1,250,000 |
| 3002. | | | |
| 3003. | | | |
| 3098. Summary of remaining write-ins for Line 30 from overflow page | | | |
| 3099. Totals (Lines 3001 through 3003 plus 3098) (Line 30 above) | | 1,250,000 | 1,250,000 |

State of Massachusetts
County of Suffolk

The officers of this reporting entity being duly sworn, each depose and say that they are the described officers of said reporting entity, and that on the reporting period stated above, all of the herein described assets were the financial property of the said reporting entity, free and clear from any liens or claims in whole or in part, except as herein stated, and that this statement, together with needed exhibits, schedules and supporting financial statements, as set forth in a full and true statement of all the assets and liabilities and of the condition and status of the said reporting entity as of the reporting period stated above, and of its income and disbursements therefrom for the period ended, and have been compiled in accordance with the NAIC Annual Statement Instructions and Accounting Practices and Procedures manual except to the extent that (1) state law may differ or (2) that state rules or regulations require differences in reporting practices and procedures, according to the best of their information, knowledge and belief, respectively. Furthermore, the scope of this certification by the described officers also includes the related electronic filing with the NAIC, when required, that is an exact copy (except for formatting differences due to electronic filing) of the enclosed statement. The electronic filing may be requested by various regulators in lieu of or in addition to the enclosed statement.

Edward F. Kelly
(Signature)
Edward Francis Kelly
(Printed Name)
Chairman of the Board, President & CEO
(Title)

Dexter R. Kelly
(Signature)
Dexter Robert Kelly
(Printed Name)
Vice President & Secretary
(Title)

Lawrence Henry Robert Yelton
(Signature)
Lawrence Henry Robert Yelton
(Printed Name)
Senior Vice President & Treasurer
(Title)

Subscribed and sworn to before me this
22nd day of January, 2008

Anna Kallan

a. Is this an original filing? YES [X] NO []
b. If not: 1. Date the attachment number: _____
2. Date filed: _____
3. Number of pages attached: _____



Exhibit C
AMANO McGANN, INC.
22619 Old Canal Road
Yorba Linda, CA 92887

Voice: 800-854-5977
Fax: 714-998-3949

July 3, 2008

City of Long Beach - Civic Center Garage

Parking Control System Proposal

Revenue Control System

| <u>Model</u> | <u>Qty</u> | <u>Description</u> |
|--------------|------------|---|
| AGP-2051 | 2 | Amano McGann Ticket Dispenser w/Credit Card & Access |
| PRX-280M | 4 | Amano McGann Proximity Reader with Pedestal |
| AGP-1711 | 4 | Amano McGann Autogate with dual detector |
| MT-1703 | 4 | Amano McGann Gate Communications Board |
| AL-20 | 4 | Amano McGann 11' Aluminum Folding Gate Arm |
| XML-S | 8 | 2' x 6' Sawed-in Detector Loops Wire/Sealant Kits |
| I/O7000 | 2 | Amano McGann intelligent lane controllers |
| TC1418 | 2 | SignalTech Neon "LOT FULL" Sign |
| TCIL | 2 | SignalTech Red/Green LED Lane Indicator Sign |
| AGP-6051 | 2 | Amano McGann ExpressParc Exit CC Paystation w/ Access |
| BOL | 8 | Protection Bollards |

Central Pay Location

| | | |
|----------|---|---|
| AGP-7812 | 1 | Amano McGann Automatic Pay-On-Foot Station (2 note) |
|----------|---|---|

Management System

| | | |
|-------------|---|---|
| MPS3S3QL | 1 | Amano McGann Software Host SQL Server 15" Flat Panel Monitor, Tape Backup, Laser Printer |
| AGP-0509 | 3 | Amano McGann RS232/RS483 Data Converter |
| MPS1156PRO | 1 | Amano McGann Professional Advanced Revenue Software |
| MPS4252DPRO | 1 | Amano McGann Professional Debit Access Control Software |
| MPS6051PRO | 1 | Amano McGann Professional Credit Card Suite Software |
| ADSLINK | 1 | Amano McGann Professional Real-Time Credit Card Processing |
| MPS7050PRO | 1 | Amano McGann Professional Count/Monitor Software |

Level Count System

| | | |
|--------------|----|--|
| MT-234 | 8 | McGann Dual Channel Vehicle Detector |
| XML-S | 16 | 2' x 6' Sawed-in Detector Loops Wire/Sealant Kits |
| I/O7000 | 3 | McGann intelligent lane controllers |
| SA104R-05 | 1 | Transtech Custom Single Faced 5 Level Spaces Available |
| DP90B | 2 | Transtech Post Mount(2 per set) |
| MPS 7058 PRO | 1 | Amano McGann Level Count Software |
| AGP-0509 | 2 | Amano McGann Data Convertor |
| MPS7257 PRO | 1 | Amano McGann Digital Sign Control |

CCTV System

| | | |
|--------------|----|--|
| DX8132-1000A | 1 | Digital Video Recorder 32 Channel with 1000 GB HD |
| ICS111CDV39A | 21 | Pelco High Resolution Color Dome Camera w/ 3-9mmLens |
| MCS-16-10 E | 2 | Pelco Camera Power supply |
| 18-2S PVC | 1 | LOT CWC 18 Gauge 2 Conductor Cable |
| RG 59U | 1 | LOT CWC Coax Camera Cable |

Emergency Phones

| | | |
|------------|---|-----------------------------------|
| Mini Tower | 8 | Trigon Wall Mount Emergency Phone |
| 02A0641-8 | 1 | Trigon Phone Line Consolidator |

| | | |
|-------------|---|--|
| AP-4 | 1 | Loure Audio Montoring Device(4 cahannel kit) |
| Verifact-A | 1 | Loure Audio Microphone |
| CMR 1202L5E | 1 | CWC Audio Control Cable |

Intercom & Additional System Components

| | | |
|--------------|----|---|
| BLK BOX HUBS | 1 | Black Box 8 port 10/100 Base Hub |
| FS105 | 1 | Net Gear FS105 five port switch |
| FVS338 | 1 | Net Gear FVS338 Pro Safe Router with Firewall |
| AR-100 | 40 | Amano Validation Hand Encoder w/Base |
| PG UPS | 3 | Power Guard Back-Up UPS Systems |
| GE 200 | 1 | Commend Intercom Central Server with PAI-120 Pwr,Sply |
| EE311S | 1 | Commend Desktop Master Station 2 wire with DSP |
| ET862 | 5 | Commend Intercom Unit Kit /2 wire digital with Relay |
| G2-GED-4D | 1 | Commend Subscriber card 2 wire with D features |
| G2-GED-4B | 1 | Commend Subscriber card with B features |
| G2 -GEK 2-3 | 1 | Duplex controller board with 3 AD/DA Convertors |
| G2-TEL | 1 | Commend Interface /alarm dialer anaolog/4 wire |

**System Investment
Summary**

| | |
|---|--------------------|
| Subtotal | \$427,479 |
| System Discount | (\$125,664) |
| Subtotal | \$301,815 |
| Freight and Tax | \$30,395 |
| Electrical Work | \$38,400 |
| Concrete | \$0 |
| ASSI Installation, project mgmt., engineering | \$29,160 |
| Installation & Technical Services | <u>\$29,070</u> |
| Total Project Cost | \$428,840 |