

1 Gas Mains at Various Locations for Long Beach Gas and Oil, Long Beach,
2 California" attached hereto as Exhibit "A" (the "Bid").

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

6 3. CONTRACT DOCUMENTS. The Contract Documents include:
7 The Notice Inviting Bids, Plans & Specifications No. G-251 (which may include by
8 reference the Standard Specifications for Public Works Construction, latest edition,
9 and any supplements thereto, collectively the "Standard Specifications"); the City
10 of Long Beach Standard Plans; the California Code of Regulations; the various
11 Uniform Codes applicable to trades; the prevailing wage rates; Instructions to
12 Bidders; the Bid; the bid security; the City of Long Beach Disadvantaged, Minority
13 and Women-owned Business Enterprise Program; this Contract and all documents
14 attached hereto or referenced herein including but not limited to insurance; Bond
15 for Faithful Performance; Payment Bond; Notice to Proceed; Notice of Completion;
16 any addenda or change orders issued in accordance with the Standard
17 Specifications; any permits required and issued for the work; approved final design
18 drawings and documents; and the Information Sheet. These Contract Documents
19 are incorporated herein by the above reference and form a part of this Contract.

20 Notwithstanding Section 2-5.2 of the Standard Specifications, if any
21 conflict or inconsistency exists or develops among or between Contract Documents,
22 the following priority shall govern: 1) Change Orders; 2) this Contract; 3) Permit(s)
23 from other public agencies; 4) the Plans & Specifications; 5) Addenda; 6) the City
24 of Long Beach Standard Plans; 7) Standard Specifications; 8) other reference
25 specifications; 9) other reference plans; 10) the Bid; and 11) the Notice Inviting Bids.

26 4. TIME FOR CONTRACT. Contractor shall commence work on a
27 date to be specified in a written "Notice to Proceed" from the City and shall
28 complete all work not later than March 31, 2009, subject to strikes, lockouts and

1 events beyond the control of Contractor. Time is of the essence hereunder. City
2 will suffer damage if the work is not completed within the time stated, but those
3 damages would be difficult or impractical to determine. So, Contractor shall pay to
4 City, as liquidated damages, the amount stated in the Contract Documents.

5 5. ACCEPTANCE OF WORK NOT TO CONSTITUTE A WAIVER.

6 The acceptance of any work or the payment of any money by the City shall not
7 operate as a waiver of any provision of any Contract Document, of any power
8 reserved to the City, or of any right to damages or indemnity hereunder. The waiver
9 of any breach or any default hereunder shall not be deemed a waiver of any other
10 or subsequent breach or default.

11 6. WORKERS' COMPENSATION CERTIFICATION. Concurrently

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

15 7. CLAIMS FOR EXTRA WORK. No claim shall be made at any time

16 upon the City by Contractor for and on account of any extra or additional work
17 performed or materials furnished, unless such extra or additional work or materials
18 shall have been expressly required by the City Manager and the quantities and price
19 thereof shall have been first agreed upon, in writing, by the parties hereto.

20 8. CLAIMS. Contractor shall, upon completion of the work, deliver

21 possession thereof to the City ready for use and free and discharged from all claims
22 for labor and materials in doing the work and shall assume and be responsible for,
23 and shall protect, defend, indemnify and hold harmless the City from and against
24 any and all claims, demands, causes of action, liability, loss, costs or expenses for
25 injuries to or death of persons, or damages to property, including property of the
26 City, which arise from or are connected with the performance of the work.

27 9. INSURANCE. Prior to commencement of work, and as a condition

28 precedent to the effectiveness of this Contract, Contractor shall provide to the City

1 evidence of all insurance required in the Contract Documents.

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

5 10. WORKDAY. Contractor shall comply with Sections 1810 through
6 1815 of the California Labor Code regarding hours of work. Contractor shall forfeit,
7 as a penalty to the City, the sum of Twenty-Five Dollars (\$25) for each worker
8 employed by Contractor or any subcontractor for each calendar day such worker is
9 required or permitted to work more than eight (8) hours unless that worker receives
10 compensation in accordance with Section 1815.

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

17 12. COORDINATION WITH GOVERNMENTAL REGULATIONS. If
18 the work is terminated pursuant to an order of any Federal or State authority,
19 Contractor shall accept as full and complete compensation under this Contract such
20 amount of money as will equal the product of multiplying the Contract price stated
21 herein by the percentage of work completed by Contractor as of the date of such
22 termination, and for which Contractor has not been paid. If the work is so
23 terminated, the City Engineer, after consultation with Contractor, shall determine the
24 percentage of work completed and the determination of the City Engineer shall be
25 final.

26 If Contractor is prevented, in any manner, from strict compliance with
27 the Plans and Specifications due to any Federal or State law, rule, or regulation, in
28 addition to all other rights and remedies reserved to the parties City may by

1 resolution of the City Council suspend performance hereunder until the cause of
2 disability is removed, extend the time for performance, make changes in the
3 character of the work or materials, or terminate this Contract without liability to either
4 party.

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

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

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

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

1 16. CERTIFIED PAYROLL RECORDS. Contractor shall keep and
2 cause each subcontractor to keep an accurate payroll record in accordance with
3 Division 2, Part 7, Article 2 of the California Labor Code. Contractor's failure to
4 furnish such record to City in the manner provided herein for notices shall entitle
5 City to withhold the penalty prescribed by law from progress payments due to
6 Contractor.

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

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

19 19. TAXES AND TAX REPORTING. A. As required by federal and
20 state law, City is obligated to report the payment of compensation to Contractor on
21 Form 1099-Misc. and Contractor acknowledges that Contractor is not entitled to
22 payment under this Contract until it has provided its Employer's Identification
23 Number to the City. Contractor shall be solely responsible for payment of all
24 federal and state taxes resulting from payments under this Contract.

25 B. Contractor shall cooperate with the City in all matters relating to
26 taxation and the collection of taxes, particularly with respect to the self-accrual of
27 use tax. Contractor shall cooperate as follows: (i) for all leases and purchases of
28 materials, equipment, supplies, or other tangible personal property totaling over

1 \$100,000 shipped from outside California, a "qualified" Contractor shall complete
2 and submit to the appropriate governmental entity the form in Appendix "A" attached
3 hereto; and (ii) for construction contracts and subcontracts totaling \$5,000,000 or
4 more, Contractor shall obtain a sub-permit from the California Board of Equalization
5 for the Work site. "Qualified" means that the Contractor purchased at least
6 \$500,000 in tangible personal property that was subject to sales or use tax in the
7 previous calendar year.

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

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

24 20. ADVERTISING. Contractor shall not use the name of City, its
25 officials, or employees in any advertising or solicitation for business, nor as a
26 reference, without the prior approval of the City Manager, City Engineer, or
27 designee.

28

1 21. AUDIT. If payment of any part of the consideration for this
2 Contract is made with federal, state, or county funds and a condition to the use of
3 those funds by City is a requirement that the City render an accounting or otherwise
4 account for said funds, then City shall have the right at all reasonable times to
5 examine, audit, inspect, review, extract information from, and copy all books,
6 records, accounts, and other information relating to this Contract.

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

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

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

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

28

1 26. GOVERNING LAW. This Contract shall be governed by and
2 construed pursuant to the laws of the State of California (except those provisions
3 of California law pertaining to conflicts of laws).

4 27. INTEGRATION. This Contract, including the Contract Documents
5 identified in Section 3 hereof, constitutes the entire understanding between the
6 parties and supersedes all other agreements, oral or written, with respect to the
7 subject matter herein.

8 28. COSTS. If there is any legal proceeding between the parties to
9 enforce or interpret this Contract or to protect or establish any rights or remedies
10 hereunder, the prevailing party shall be entitled to its costs and expenses, including
11 reasonable attorney's fees.

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

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

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

notice to Contractor. If default occurs and Contractor has not substituted any security in lieu of retention, then City shall have all legal remedies available to it.

31. MISCELLANEOUS. Notwithstanding anything to the contrary contained in the Contract Documents, the bonds required to be provided by Contractor shall have a warranty period of not less than one (1) year.

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

Robert E. Shannon
City Attorney of Long Beach
333 West Ocean Boulevard
Long Beach, California 90802-4664
Telephone (562) 570-2200

April 3, 2008

ARB, INC., a California Corporation

By [Signature]
President
Scott E. Summers
(Type or Print Name)

April 7, 2008

By [Signature]
Secretary
John P. Schauerman
(Type or Print Name)

"Contractor"

CITY OF LONG BEACH, a municipal corporation -
Assistant City Manager

May 2, 2008

By [Signature]
City Manager

"City" **EXECUTED PURSUANT TO SECTION 301 OF THE CITY CHARTER.**

This Contract is approved as to form on 4-16, 2008.

ROBERT E. SHANNON, City Attorney

By [Signature]
Deputy

rfa;abc 02-14-08
L:\APPS\CtyLaw32\WPDOCS\D017\PO04\00121260.WPD
05-04976

EXHIBIT A

**BID FOR THE REPLACEMENT OF
STEEL GAS MAINS AT VARIOUS LOCATIONS
FOR LONG BEACH GAS AND OIL
LONG BEACH, CALIFORNIA**

In accordance with the Notice Inviting Bids for the above titled work for the City of Long Beach, California, a copy of which is attached hereto and is made a part hereof, to be opened on Monday, February 11, 2008 at 10:00 a.m., we propose to furnish all necessary labor, tools, appliances, equipment and engineering services for and perform all work mentioned in said Notice Inviting Bids, in full compliance with the Plans and Specification No. G-251 at the following prices:

| <u>DESCRIPTION</u> | <u>ITEM TOTAL</u> |
|--|-----------------------|
| WO 9852 – 12" Steel Main in Port of Long Beach (total) LS | \$ 602,630.00..... |
| Phase 1 LS | \$ 228,140.00..... |
| Phase 2 LS | \$ 113,500.00..... |
| Phase 3 LS | \$ 111,490.00..... |
| Phase 4 LS | \$ 149,500.00..... |
| WO 9843 – 8" Steel Main at Marine Stadium | LS \$ 109,800.00..... |
| WO 9858 – 10" Steel Main on Pacific Electric RR ROW | LS \$ 220,900.00..... |
| WO 9861 – 6" Steel Main on 19 th St at Santa Fe Ave | LS \$ 126,300.00..... |

TOTAL

\$ 1,059,630.00

NAME OF BIDDER ARB, Inc.

BUSINESS ADDRESS 26000 Commercentre Drive

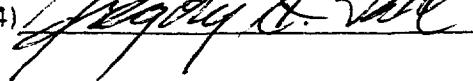
CITY AND ZIP CODE Lake Forest, CA 92630

TELEPHONE 949-598-9242

NONCOLLUSION AFFIDAVIT TO BE EXECUTED
BY BIDDER AND SUBMITTED WITH BID

State of California }
County of Orange } ss.

(1) Gregory S. Dahl, being first duly sworn, deposes and says that he or she is (2) Vice President of (3) ARB, Inc. the party making the foregoing bid that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

(4) 

Subscribed and sworn to before me on _____.

Please refer to the attached California All Purpose Acknowledgement

Notary Seal

(5) _____

- (1) Name of person signing on behalf of Contractor (must be authorized to sign contracts)
- (2) Title
- (3) Name of Contractor
- (4) Signature of Contractor
- (5) Signature of Notary

ADDENDA ACKNOWLEDGMENT / SIGNATURE PAGE

If Bidder is an individual, his/her signature shall signature shall be set forth below. If the Bidder is a joint venture, the name of the joint venture shall be set forth below, with the signature of an authorized representative of each venturer. If the Bidder is a partnership, the name of the partnership shall be set forth below, together with the signature of the general partner. If the Bidder is a limited liability company, the legal name of the company shall be set forth below, with the signature of a member or manager authorized to bind the company. If the Bidder is a corporation, the legal name of the corporation shall be set forth below, together with the signature of an officer of the corporation.

Is the Bidder a Minority-Owned or Woman-Owned Business Enterprise? Yes / No
(Please check one or both, if applicable). (Circle One)

Woman-Owned _____
Minority-Owned _____ Which Racial Minority? _____

This information will be used for statistical analysis only. The contract will be awarded to the lowest responsible bidder.

Bidder hereby acknowledges receipt of Addendum No. 1 2 3 4 5 6
(Initial above all appropriate numbers)

Respectfully submitted,

ARB, Inc.
Legal Name of Company

By Gregory S. Dahl
Signature

Gregory S. Dahl, Vice President
Print Name / Title

____ Individual
____ Joint Venture
____ Partnership (General) Names of Other General Partners
____ Partnership (Limited) Names of Other Partners
____ Limited Liability Company
X Corporation Incorporated Under the Laws of the State of California

Business Address 26000 Commercentre Drive
(Actual Address - Do NOT list a post office box)
Lake Forest CA 92630

Business Telephone (949) 598-9242 Fax Telephone (949) 595-5526

Under Chapter 9 of Division 3 of the Business and Professions Code, (Contractors' License Law), of the State of California, the undersigned has been issued a Class A, B, C-4, C36, C51 license, Number 194079; license termination date is 03/31/09.

Contractor's Employer Identification Number or Social Security # is [REDACTED]

Under Chapter 1, Article VI, Municipal Code of the City of Long Beach, the undersigned has been issued license number FP99050745; license termination date is May 15, 2008. Address listed on license 26000 Commercentre Drive, Lake Forest CA 92630

WORKERS' COMPENSATION CERTIFICATION

In accordance with California Labor Code Sections 1860 and 3700, I certify that I am aware of the provisions of Section 3700 which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with said provisions before commencing the performance of the Work of this contract.

Contractor's Name:

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

Title: _____

Date: _____

EXHIBIT "B"

INFORMATION TO COMPLY WITH LABOR CODE SEC. 2810

To comply with Labor Code Sec. 2810, Contractor shall complete and submit this Information Sheet which shall be incorporated into and be a part of the Contract:

- 1) Workers' Compensation Insurance:
 - A. Policy Number: _____
 - B. Name of Insurer (**NOT** Broker): _____
 - C. Address of Insurer: _____
 - D. Telephone Number of Insurer: _____

- 2) For vehicles owned by Contractor and used in performing work under this Contract:
 - A. VIN (Vehicle Identification Number): _____
 - B. Automobile Liability Insurance Policy Number: _____
 - C. Name of Insurer (**NOT** Broker): _____
 - D. Address of Insurer: _____
 - E. Telephone Number of Insurer: _____

- 3) Address of Property used to house workers on this Contract, if any: _____

- 4) Estimated total number of workers to be employed on this Contract: _____

- 5) Estimated total wages to be paid those workers: _____

- 6) Dates (or schedule) when those wages will be paid: _____

(Describe schedule: For example, weekly or every other week or monthly)

- 7) Estimated total number of independent contractors to be used on this Contract: _____

- 8) Taxpayer's Identification Number: _____

EXHIBIT "C"

EXHIBIT D

LIST OF SUBCONTRACTORS

The Bidder shall set forth hereon, the name, location of the place of business, and telephone number of each subcontractor, including minority subcontractors, who will perform work or labor or render service to the Prime Contractor in or about the construction of the Work or improvement, or a subcontractor licensed by the State of California who, under subcontract to the Prime Contractor, specially fabricates and installs a portion of the Work or improvement according to detailed drawings contained in the Plans and Specifications, in an amount in excess of 1/2 of 1 percent of the Prime Contractor's total bid or \$10,000 (whichever is greater).

Name and Address of Subcontractor

Name Keep It Moving
Address 6709 La Tijera Blvd
City Los Angeles, CA
Phone No. 213-216-1443

Classification or Type of Work

Dump Trucks
Dollar Amount of Contract \$ 50,050.00
MBE / WBE / OTHER Racial Origin African American
(circle one)
License No. CA 253311

Name Bill Petty Backhoe
Address 13202 Barlin Avenue
City Downey, CA
Phone No. 562-630-3162

Backhoe
Dollar Amount of Contract \$ 62,305.0
MBE / WBE / OTHER Racial Origin Caucasian
(circle one)
License No. _____

Name Koppl Pipeline Services
Address 1228 West Date Street
City Montebello, CA
Phone No. 323-888-2211

Taps - Stops - Gas Handling
Dollar Amount of Contract \$ 20,375.00
MBE / WBE / OTHER Racial Origin _____
(circle one)
License No. _____

Name _____
Address _____
City _____
Phone No. _____

Dollar Amount of Contract \$ _____
MBE / WBE / OTHER Racial Origin _____
(circle one)
License No. _____

Name _____
Address _____
City _____
Phone No. _____

Dollar Amount of Contract \$ _____
MBE / WBE / OTHER Racial Origin _____
(circle one)
License No. _____

* REPRODUCE AND ATTACH ADDITIONAL SHEETS AS NEEDED.

APPENDIX "A"

BOE-400-DP (FRONT) REV 1. (10-01)
**APPLICATION FOR
 USE TAX DIRECT PAYMENT PERMIT**

STATE OF CALIFORNIA
 BOARD OF EQUALIZATION

Please Type or Print Clearly. Read instructions on reverse before completing this form.

SECTION I - BUSINESS INFORMATION

| | |
|---|---|
| NAME OF BUSINESS OR GOVERNMENTAL ENTITY | SALES/USE TAX PERMIT NUMBER |
| BUSINESS ADDRESS (street) | CONSUMER USE TAX ACCOUNT NUMBER |
| CITY, STATE, & ZIP CODE | If applicant is applying for either a sales/use tax permit or a consumer use tax account in addition to a use tax direct payment permit check here <input type="checkbox"/> |
| MAILING ADDRESS (street address or po box if different from business address) | |
| CITY, STATE, & ZIP CODE | NAME UNDER WHICH BUSINESS IS TO BE TRANSACTED IF DIFFERENT THAN ABOVE |

SECTION II - MULTIPLE BUSINESS LOCATIONS

LIST BELOW THE BUSINESS AND MAILING ADDRESSES OF ALL LOCATIONS WHERE PROPERTY PURCHASED UNDER A USE TAX DIRECT PAYMENT CERTIFICATE WILL BE USED. IF ADDITIONAL SPACE IS NEEDED, ATTACH A SEPARATE SHEET

| | |
|---------------------|---------------------|
| 1. BUSINESS ADDRESS | 4. BUSINESS ADDRESS |
| MAILING ADDRESS | MAILING ADDRESS |
| 2. BUSINESS ADDRESS | 5. BUSINESS ADDRESS |
| MAILING ADDRESS | MAILING ADDRESS |
| 3. BUSINESS ADDRESS | 6. BUSINESS ADDRESS |
| MAILING ADDRESS | MAILING ADDRESS |

SECTION III - CERTIFICATION STATEMENT

I hereby certify that I qualify for a Use Tax Direct Payment Permit for the following reason: *(Please check one of the following)*

- I have purchased or leased for my own use tangible personal property subject to use tax at a cost of five hundred thousand dollars (\$500,000) or more in the aggregate, during the calendar year immediately preceding this application for the permit. I have attached a "Statement of Cash Flows" or other comparable financial statements acceptable to the Board for the calendar year immediately preceding the date of application and a separate statement attesting that the qualifying purchases were purchases that were subject to use tax.
- I am a county, city, city and county, or redevelopment agency.

I also agree to self-assess and pay directly to the Board of Equalization any use tax liability incurred pursuant to my use of a Use Tax Direct Payment Permit.

The above statements are hereby certified to be correct to the knowledge and belief of the undersigned, who is duly authorized to sign this application.

| | |
|-------------------------|-------|
| SIGNATURE | TITLE |
| NAME (typed or printed) | DATE |

(See reverse side for general information and filing instructions)

**USE TAX DIRECT PAYMENT PERMIT
(General Information and Filing Instructions)**

Revenue and Taxation Code Section 7051.3 authorizes the State Board of Equalization to issue a "Use Tax Direct Payment Permit" to qualified applicants. This permit allows purchasers and lessees of tangible personal property (other than lessees of motor vehicles the lease of which is subject to the terms of Section 7205.1 of the Sales and Use Tax Law) to self-assess and pay use taxes directly to the Board instead of to the vendor or lessor from whom the property is purchased or leased.

Permit holders will be provided with a use tax direct payment exemption certificate which they can issue to retailers and lessors when they purchase tangible personal property subject to use tax or make qualified leases of tangible personal property. Vendors who timely take the certificate in good faith from a permit holder are relieved of the duty to collect use taxes on the sales for which the certificate was issued. Permit holders who acquire property under a certificate must self-assess and report the use taxes directly to the Board on their tax returns, and allocate the local taxes to the county, city, city and county, or redevelopment agency in which the property is first used. Permit holders who fail to properly pay any use taxes that are due on property for which a certificate was given are subject to interest and penalties assessments in addition to their tax liability.

To qualify for a use tax direct payment permit, an applicant must meet the following conditions:

- (1) The applicant must agree to self-assess and pay directly to the Board any use tax which is due on property for which a use tax direct payment exemption certificate was given; and
- (2) The applicant must certify to the Board either of the following:
 - (A) The applicant has purchased or leased for its own use tangible personal property subject to use tax which cost five hundred thousand dollars (\$500,000) or more in the aggregate, during the calendar year immediately preceding the application for the permit; or
 - (B) The applicant is a county, city, city and county, or redevelopment agency.

Persons wishing to obtain a use tax direct payment permit must be pre-qualified and either hold a California seller's permit or a consumer use tax account.

Persons other than governmental entities who currently hold either a California seller's permit or a consumer use tax account must complete the application for a use tax direct payment permit, sign the certification statement attesting that they qualify for a permit under conditions of Part (2)(A) above, and submit a "Statement of Cash Flows" or other comparable financial statements acceptable to the board for the calendar year immediately preceding the date of application which discloses total purchases of property and equipment for own use and a separate statement under company letterhead certifying that five hundred thousand dollars (\$500,000) or more of such purchases were subject to use tax.

Persons other than governmental entities who are not required to hold a seller's permit and who do not currently hold a consumer use tax account must obtain a consumer use tax account and then complete the application for a use tax direct payment permit, sign the certification statement attesting that they qualify for a permit under the conditions of Part (2)(A) above and submit a "Statement of Cash Flows" or other comparable financial statements acceptable to the board for the calendar year immediately preceding the date of application which discloses total purchases of property and equipment for own use and a separate statement under company letterhead certifying that five hundred thousand dollars (\$500,000) or more of such purchases were subject to use tax.

Governmental entities who currently hold either a California seller's permit or a consumer use tax account must complete the application for a use tax direct payment permit, sign the certification statement attesting that they qualify for a permit under the conditions of Part (2)(B) above, and submit an additional statement to that effect under official letterhead and signed by an authorized governmental representative.

Governmental entities who do not hold a California seller's permit or a consumer use tax account must obtain a consumer use tax account and then complete the application for a use tax direct payment permit, sign the certification statement attesting that they qualify for a permit under the conditions of Part (2)(B) above, and submit an additional statement to that effect under official letterhead and signed by an authorized governmental representative.

The completed use tax direct payment application, certification statement, and qualifying documentation should be returned to the address shown below. Upon determination that the applicant qualifies, a use tax direct payment permit and exemption certificate will be mailed to the applicant.

If you would like additional information regarding the use tax direct payment permit or need assistance in completing this application, you can call (916) 324-2883, or write to the Board of Equalization, Public Information and Administration Section, MIC-44, PO Box 942879, Sacramento, CA 94279-0044.

Use Tax Direct Payment Exemption Certificate

I hereby certify that I hold use tax direct payment permit No. _____ issued pursuant to California Sales and Use Tax Law Section 7051.3 and that I am authorized to report and pay directly to the State the applicable use tax with respect to the property described herein which I shall purchase from:

(Name of Vendor)

(Address of Vendor)

In the event that I fail to timely report and pay the applicable tax to the State, I understand and agree that in addition to the tax liability, I will be liable for applicable interest and the amount due may be subject to penalties.

Description of property to be purchased:

Purchaser: _____ Date certificate given: _____

Signature and Title of Purchaser or Authorized Agent: _____

IMPORTANT NOTICE TO VENDORS

This exemption certificate when timely taken in good faith from a person who holds a use tax direct payment permit relieves a vendor from the requirement to collect and remit *USE TAX* on sales or leases of tangible personal property (other than leases of motor vehicles subject to the terms of Section 7205.1 of the Sales and Use Tax Law) to the person who issued the certificate. It does NOT relieve a vendor of any *SALES TAX* obligations. Generally, this certificate should be accepted only by out-of-state vendors or by lessors of tangible personal property other than motor vehicle lessors. Sellers can claim a deduction on their sales and use tax returns for any sales made under this certificate.

Vendors must retain a completed copy of this certificate in their files for a period of not less than four years to substantiate the exempt status of sales made under its authority.

This Exemption Certificate has been approved by the California State Board of Equalization.

Approved By: _____
(Deputy Director, Sales and Use Tax Department)

Date: _____

Questions regarding this form should be directed to 800 400-7115, or write to the Board of Equalization, Audit Evaluation and Planning Section, MIC 40, P.O. Box 942879, Sacramento, Ca 94279-0040.

THIS FORM MAY BE REPRODUCED

NOTICE TO INDIVIDUALS REGARDING INFORMATION FURNISHED TO THE BOARD OF EQUALIZATION

The Information Practices Act of 1977 and the Federal Privacy Act requires this agency to provide the following notice to individuals who are asked by the State Board of Equalization (Board) to supply information, including the disclosure of the individual's social security account number.

Individuals applying for permits, certificates, or licenses, or filing tax returns, statements, or other forms prescribed by this agency, are required to include their social security numbers for proper identification. [See Title 42 United States Code §405(c)(2)(C)(i)]. It is mandatory to furnish all the appropriate information requested by applications for registration, applications for permits or licenses, tax returns and other related data. Failure to provide all of the required information requested by an application for a permit or license could result in your not being issued a permit or license. In addition, the law provides penalties for failure to file a return, failure to furnish specific information required, failure to supply information required by law or regulations, or for furnishing fraudulent information.

Provisions contained in the following laws require persons meeting certain requirements to file applications for registration, applications for permits or licenses, and tax returns or reports in such form as prescribed by the State Board of Equalization: Alcoholic Beverage Tax, Sections' 32001-32556; Childhood Lead Poisoning Prevention Fee, Sections 43001-43651, Health & Safety Code, Sections 105275-105310; Cigarette and Tobacco Products Tax, Sections 30001-30481; Diesel Fuel Tax, Sections 60001-60709; Emergency Telephone Users Surcharge, Sections 41001-41176; Energy Resources Surcharge, Sections 40001-40216; Hazardous Substances Tax, Sections 43001-43651; Integrated Waste Management Fee, Sections 45001-45984; International Fuel Tax Agreement, Sections 9401-9433; Motor Vehicle Fuel License Tax, Sections 7301-8405; Occupational Lead Poisoning Prevention Fee, Sections 43001-43651, Health & Safety Code, Sections 105175-105197; Oil Spill Response, Prevention, and Administration Fees, Sections 46001-46751, Government Code, Sections 8670.1-8670.53; Publicly Owned Property, Sections 1840-1841; Sales and Use Tax, Sections 6001-7279.6; State Assessed Property, Sections 721-868, 4876-4880, 5011-5014; Tax on Insurers, Sections 12001-13170; Timber Yield Tax, Sections 38101-38908; Tire Recycling Fee, Sections 55001-55381, Public Resources Code, Sections 42860-42895; Underground Storage Tank Maintenance Fee, Sections 50101-50161, Health & Safety Code, Sections 25280-25299.96; Use Fuel Tax, Sections 8601-9355.

The principal purpose for which the requested information will be used is to administer the laws identified in the preceding paragraph. This includes the determination and collection of the correct amount of tax. Information you furnish to the Board may be used for the purpose of collecting any outstanding tax liability.

As authorized by law, information requested by an application for a permit or license could be disclosed to other agencies, including, but not limited to, the proper officials of the following: 1) United States governmental agencies: U.S. Attorney's Office; Bureau of Alcohol, Tobacco and Firearms; Depts. of Agriculture, Defense, Justice; Federal Bureau of Investigation; General Accounting Office; Internal Revenue Service; the Interstate Commerce Commission; 2) State of California governmental agencies and officials: Air Resources Board; Dept. of Alcoholic Beverage Control; Auctioneer Commission; Employment Development Department; Energy Commission; Exposition and Fairs; Food & Agriculture; Board of Forestry; Forest Products Commission; Franchise Tax Board; Dept. of Health Services; Highway Patrol; Dept. of Housing & Community Development; California Parent Locator Service; 3) State agencies outside of California for tax enforcement purposes; and 4) city attorneys and city prosecutors; county district attorneys, sheriff departments.

As an individual, you have the right to access personal information about you in records maintained by the State Board of Equalization. Please contact your local Board office listed in the white pages of your telephone directory for assistance. If the local Board office is unable to provide the information sought, you may also contact the Disclosure Office in Sacramento by telephone at (916) 445-2918. The Board officials responsible for maintaining this information, who can be contacted by telephone at (916) 445-6464, are: Sales and Use Tax, Deputy Director, Sales and Use Tax Department, 450 N Street, MIC:43, Sacramento, CA 95814; Excise Taxes, Fuel Taxes and Environmental Fees, Deputy Director, Special Taxes Department, 450 N Street, MIC:31, Sacramento, CA 95814; Property Taxes, Deputy Director, Property Taxes Department, 450 N Street, MIC:63, Sacramento, CA 95814.

¹All references are to the California Revenue and Taxation Code unless otherwise indicated.

CALIFORNIA STATE BOARD OF EQUALIZATION
 USE TAX DIRECT PAYMENT PERMIT



ACCOUNT NUMBER

DRAFT

THIS PERMIT DOES NOT AUTHORIZE THE HOLDER TO ENGAGE IN ANY BUSINESS CONTRARY TO LAWS REGULATING THAT BUSINESS OR TO POSSESS OR OPERATE ANY ILLEGAL DEVICE.

IS HEREBY AUTHORIZED PURSUANT TO SALES AND USE TAX LAW SECTION 7051.3 TO SELF-ASSESS AND PAY USE TAX DIRECTLY TO THE STATE OF CALIFORNIA

THIS PERMIT IS NOT A SELLER'S PERMIT TO ENGAGE IN SALES OF TANGIBLE PERSONAL PROPERTY

THIS PERMIT IS VALID UNTIL REVOKED OR CANCELED BUT IS NOT TRANSFERABLE. IF YOU SELL YOUR BUSINESS, OR DROP OUT OF A PARTNERSHIP, NOTIFY US OR YOU COULD BE RESPONSIBLE FOR SALES AND USE TAXES OWED BY THE NEW OPERATOR OF THE BUSINESS.

BOE-442-DPLZ (1-98)

NOTICE TO INDIVIDUALS REGARDING INFORMATION FURNISHED TO THE BOARD OF EQUALIZATION

The Information Practices Act of 1977 and the Federal Privacy Act requires this agency to provide the following notice to individuals who are asked by the State Board of Equalization (Board) to supply information, including the disclosure of the individual's social security account number.

Individuals applying for permits, certificates, or licenses, or filing tax returns, statements, or other forms prescribed by this agency, are required to include their social security numbers for proper identification. [See Title 42 United States Code Section 405(c)(2)(C)(i)]. It is mandatory to furnish all the appropriate information requested by applications for registration, applications for permits or licenses, tax returns and other related data. Failure to provide all of the required information requested by an application for a permit or license could result in your not being issued a permit or license. In addition, the law provides penalties for failure to file a return, failure to furnish specific information required, failure to supply information required by law or regulations, or for furnishing fraudulent information.

Provisions contained in the following laws require persons meeting certain requirements to file applications for registration, applications for permits or licenses, and tax returns or reports in such form as prescribed by the State Board of Equalization: Alcoholic Beverage Tax, Sections 32001-32556; Childhood Lead Poisoning Prevention Fee, Sections 43001-43651; Health & Safety Code, Sections 105275-105310; Cigarette and Tobacco Products Tax, Sections 30001-30481; Diesel Fuel Tax, Sections 60001-60709; Emergency Telephone Users Surcharge, Sections 41001-41176; Energy Resources Surcharge, Sections 40001-40218; Hazardous Substances Tax, Sections 43001-43651; Integrated Waste Management Fee, Sections 45001-45981; International Fuel Tax Agreement, Sections 9401-9433; Motor Vehicle Fuel License Tax, Sections 7301-8405; Occupational Lead Poisoning Prevention Fee, Sections 43001-43651; Health & Safety Code, Sections 105175-105197; Oil Spill Response, Prevention, and Administration Fees, Sections 45001-45751; Government Code, Sections 8670.1-8670.53; Publicly Owned Property, Sections 1840-1841; Sales and Use Tax, Sections 6001-7279.6; State Assessed Property, Sections 721-868, 4876-4880, 5011-5014; Tax on Insurers, Sections 12001-13170; Timber Yield Tax, Sections 38101-38908; Tire Recycling Fee, Sections 55001-55381; Public Resources Code, Sections 42860-42895; Underground Storage Tank Maintenance Fee, Sections 50101-50161; Health & Safety Code, Sections 25280-25299.98; Use Fuel Tax, Sections 8601-9355.

The principal purpose for which the requested information will be used is to administer the laws identified in the preceding paragraph. This information is used for the determination and collection of the correct amount of tax. Information you furnish to the Board may be used for the purpose of collecting tax liability.

As authorized by law, information requested by an application for a permit or license could be disclosed to other agencies, including, but not limited to, the proper officials of the following: 1) United States governmental agencies: U.S. Attorney's Office; Bureau of Alcohol, Tobacco and Firearms; Depts. of Agriculture, Defense, Justice; Federal Bureau of Investigation; General Accounting Office; Internal Revenue Service; the Interstate Commerce Commission; 2) State of California governmental agencies and officials: Air Resources Board; Dept. of Alcoholic Beverage Control; Auctioneer Commission; Employment Development Department; Energy Commission; Exposition and Fairs; Food & Agriculture; Board of Forestry; Forest Products Commission; Franchise Tax Board; Dept. of Health Services; Highway Patrol; Dept. of Housing & Community Development; California Parent Locator Service; 3) State agencies outside of California for tax enforcement purposes; and 4) city attorneys and city prosecutors; county district attorneys, sheriff departments.

As an individual, you have the right to access personal information about you in records maintained by the State Board of Equalization. Please contact your local Board office listed in the white pages of your telephone directory for assistance. If the local Board office is unable to provide the information sought, you may also contact the Disclosure Office in Sacramento by telephone at (916) 445-2918. The Board officials responsible for maintaining this information, who can be contacted by telephone at (916) 445-6464, are: Sales and Use Tax, Deputy Director, Sales and Use Tax Department, 450 N Street, MIC:43, Sacramento, CA 95814; Excise Taxes, Fuel Taxes and Environmental Fees, Deputy Director, Special Taxes Department, 450 N Street, MIC:31, Sacramento, CA 95814; Property Taxes, Deputy Director, Property Taxes Department, 450 N Street, MIC:63, Sacramento, CA 95814.

*All references are to the California Revenue and Taxation Code unless otherwise indicated

APR 23 2008



CITY OF LONG BEACH

RISK MANAGEMENT BUREAU

333 WEST OCEAN BOULEVARD, 13TH FLOOR ♦ LONG BEACH, CALIFORNIA 90802

ADDITIONAL INSURED ENDORSEMENT - CONTRACTS/POs

Office: (562) 570-8714
Fax: (562) 570-8376

GERALD R. MILLER
CITY MANAGER

Department: _____

A. CITY CONTRACT, PURCHASE ORDER OR OTHER ID INFORMATION

Contract No./Descr. or PO #/Other: _____ Effective Date or N/A: _____ Expiration Date or N/A: _____

B. GENERAL OR OTHER LIABILITY POLICY INFORMATION

- Insurance Company: National Union Fire Insurance Company of Pittsburgh PA
- Policy No.: GL2802981
- Policy term/endorsement effective date: 02/28/08 Policy term/endorsement expiration date: 02/28/09
- Named Insured: ARB, Inc.
- Address of Named Insured: 26000 Commercentre Drive, Lake Forest, CA 92630
- Policy Limits (\$1 million/\$2 million, unless otherwise specified) Occurrence: \$ 2,000,000 Aggregate: \$ 4,000,000
- Deductible or Self-insured Retention (nil, unless otherwise specified) \$ 250,000 SIR
- Policy Form equivalent to CG 00 01: 11 85 10 93 Other than CG 00 01 (specify) 12/04
- The following coverages are provided:

| | | | | | | | |
|--------------------------------------|-------------------------------------|--------------------------------|-------------------------------------|----------------------|-------------------------------------|---------------------|--------------------|
| Contractual liability | <input checked="" type="checkbox"/> | Liquor liability | _____ | Watercraft liability | _____ | Non-owned auto | _____ |
| Personal injury liab. | <input checked="" type="checkbox"/> | Hangarkeepers | _____ | Aircraft liability | _____ | General pollution | _____ |
| Products and completed ops liability | <input checked="" type="checkbox"/> | Garagekeepers | _____ | Abuse & molest | _____ | Other liability: | <u>[Signature]</u> |
| Fire legal liability | <input checked="" type="checkbox"/> | XCU, required for construction | <input checked="" type="checkbox"/> | SEA* pollution | <input checked="" type="checkbox"/> | sudden & accidental | _____ |

C. POLICY AMENDMENTS

This endorsement is issued in consideration of the policy premium. Notwithstanding any inconsistent statement in the policy to which this endorsement is attached or in any other endorsement thereto, it is agreed as follows:

- ADDITIONAL INSURED.** The City of Long Beach, and its departments, boards, officials, employees, agents, commissions and volunteers are included as additional insureds with respect to all claims, demands, causes of action, damages, settlement, expense and costs (including but not limited to attorney's fees and defense and investigation expenses) or loss or liability of any kind or nature whatsoever arising out of, or in any manner incident to, the operations, activities or undertakings of the Named Insured or any of the Named Insured's employees, agents or other persons permitted by the Named Insured to be on City premises in connection with the City contract/purchase order listed above in Item A.
- PRIMARY AND NONCONTRIBUTORY COVERAGE.** The insurance afforded by this policy to the City, its departments, boards, officials, employees, agents, commissions and volunteers is primary insurance. Any other insurance or self-insurance maintained by the City, its officials, employees, agents, commissions and volunteers is in excess of this insurance and shall not contribute to it.
- SEVERABILITY OF INTERESTS.** The insurance afforded by this policy applies separately to each insured seeking coverage or against whom a claim is made or suit is brought, subject to the insurer's limit of liability.
- CROSS LIABILITY.** The naming of more than one insured under this policy shall not, for that reason alone, extinguish any rights of one insured against another, subject to the insurer's limit of liability.
- WAIVER OF RIGHTS OF SUBROGATION.** In the event of any payment under this policy, the insurance company agrees to waive its rights to subrogate against the City of Long Beach, and its departments, boards, officials, employees, agents, commissions and volunteers.
- PROVISIONS REGARDING THE INSURED'S DUTIES AFTER ACCIDENT OR LOSS.** Any failure to comply with the reporting provisions of this policy shall not affect coverage provided to the City, and its boards, departments, officials, employees, agents, commissions and volunteers.
- CANCELLATION NOTICE.** The insurance afforded by this policy shall not be reduced in coverage or limits (other than by payment of claims), cancelled, or otherwise terminated during the effective period of this endorsement except after thirty (30) days' prior written notice has been given to the City (ten (10) days' written notice for cancellation due to nonpayment of premium). Notice shall be sent by certified mail to the address shown above, Attention: Risk Manager.

D. INCIDENT AND CLAIM REPORTING PROCEDURES

Incidents and claims are reported to the insurer at:

ATTENTION: Kim Gunderman Vice President Marsh Risk & Ins. Services
(Name) (Title) (Company)

ADDRESS: 4695 MacArthur Court, Suite 700, Newport Beach, CA 92660

TELEPHONE: (949) 399-5863 FAX NUMBER: (949) 833-3027

E. SIGNATURE OF INSURER OR AUTHORIZED REPRESENTATIVE OF THE INSURER

I, (print name) VINCENT CATAPANO, warrant that I have authority to bind the insurance company listed above in Item B.1. and by my signature hereon do so bind this company.

[Signature] DATE: 4/17/08
SIGNATURE OF AUTHORIZED REPRESENTATIVE (original signature required)

TITLE: SVP & CFO ORGANIZATION: AIG Global Energy

ADDRESS: 175 Water Street, 25th Floor, New York, NY 10038

TELEPHONE: (212) 458-2581 FAX NUMBER: ()

→ ARB, Inc.
Gas & Oil
→ G. Grewal

Recommend Approval:
[Signature]
Risk Management
Consultant 4-24-2008



CITY OF LONG BEACH

RISK MANAGEMENT BUREAU

333 WEST OCEAN BOULEVARD, 13TH FLOOR ♦ LONG BEACH, CALIFORNIA 90802

GERALD R. MILLER
CITY MANAGER

ADDITIONAL INSURED ENDORSEMENT – AUTO LIABILITY

Office: (562) 570-6714
Fax: (562) 570-6376

A. AUTO LIABILITY POLICY INFORMATION

1. Insurance Company National Union Fire Insurance Company of Pittsburgh PA

2. Policy No. CA4806898 Policy term (from) 02/28/08 (to) 02/28/09

3. Endorsement effective date 02/28/08 Endorsement expiration date 02/28/09

4. Named Insured ARB, Inc.

5. Address of Named Insured 28000 Commercentre Drive, Lake Forest, CA 92630

6. Deductible or Self-Insured Retention (nil unless otherwise specified) \$ 100,000 Deductible

7. Policy Limits: CSL per accident \$ 2,000,000 BI per person/BI per accident/PPD: \$

8. Coverage: Any auto All owned autos Scheduled autos Hired autos Non-owned autos

9. Coverage form: CA 00 01 08 92 and endorsement CA 00 25 Other CA 00 01 12/04

If excess, the policy must afford coverage at least as broad as CA 00 01 06 92 and endorsement CA 00 26:

B. POLICY AMENDMENTS

This endorsement is issued in consideration of the policy premium. Notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any other endorsement attached thereto, it is agreed as follows:

- ADDITIONAL INSURED.** The City of Long Beach, and its boards, departments, commissions, officials, employees and agents are included as additional insureds with regard to all loss, claims, damages, settlement, expenses, and costs (including but not limited to attorney's fees and defense and investigation expenses) arising from the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired, or borrowed by the Named Insured, regardless of whether liability is attributable to the Named Insured or a combination of the Named Insured and the City, its elected or appointed officials, departments, boards, commissions, employees and agents.
- PRIMARY AND NONCONTRIBUTORY COVERAGE.** The insurance afforded by this policy to the City, its boards, departments, commissions, officials, employees, agents, commissions and volunteers is primary insurance. Any other insurance or self-insurance maintained by the City, its officials, employees, agents, commissions and volunteers is in excess of this insurance and shall not contribute to it.
- SEVERABILITY OF INTERESTS.** The insurance afforded by this policy applies separately to each insured seeking coverage or against whom a claim is made or suit is brought, subject to the insurer's limit of liability.
- CROSS LIABILITY.** The naming of more than one insured under this policy shall not, for that reason alone, extinguish any rights of one insured against another, subject to the insurer's limit of liability.
- PROVISIONS REGARDING THE INSURED'S DUTIES AFTER ACCIDENT OR LOSS.** Any failure to comply with reporting provisions of the policy shall not affect coverage provided to the City, its boards, departments, commissions, officials, employees or agents.
- CANCELLATION NOTICE.** This insurance shall not be reduced in coverage or limits, cancelled, or nonrenewed except after 30 days' prior written notice (10 days notice for cancellation due to nonpayment of premium) has been given to the City by certified mail. Such notice shall be addressed to the City at the above address, attention: Risk Manager.

C. INCIDENT AND CLAIM REPORTING PROCEDURES

Incidents and claims are reported to the insurer at:

ATTENTION: Kim Gunderman Vice President Marsh Risk & Ins. Services
(Name) (Title) (Company)

ADDRESS: 4695 MacArthur Court, Suite 700, Newport Beach, CA 92660

TELEPHONE: (949) 399-5863 FAX: (949) 833-3027

APPROVED AS TO SUFFICIENCY

[Signature]
CITY MANAGER
CITY OF LONG BEACH

D. SIGNATURE OF INSURER OR AUTHORIZED REPRESENTATIVE OF THE INSURER

I, (print name) VINCENT CATAPANO, warrant that I have authority to bind the insurance company listed above in Item A.1. and by my signature hereon do so bind this company.

Vincent Catapano
SIGNATURE OF AUTHORIZED REPRESENTATIVE (original signature required) DATE: 4/17/08

TITLE: SVP + CWO ORGANIZATION: AIG Global Energy
ADDRESS: 175 Water Street, 25th Floor, New York, NY 10038
TELEPHONE: 212-458-2581 FAX: _____



CITY OF LONG BEACH

RISK MANAGEMENT BUREAU
333 WEST OCEAN BOULEVARD, 13TH FLOOR ♦ LONG BEACH, CALIFORNIA 90802

GERALD R. MILLER
CITY MANAGER

WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY ENDORSEMENT

Office: (562) 570-6714
Fax: (562) 570-5376

A. POLICY INFORMATION

1. Insurance Company National Union Fire Insurance Company of Pittsburgh PA
2. Policy No. XWC1591226 Policy term (from) 02/28/08 (to) 02/28/09
3. Endorsement effective date 02/28/08 Endorsement expiration date 02/28/09
4. Named Insured ARB, Inc.
5. Address of Named Insured 26000 Commercentre Drive, Lake Forest, CA 92630
6. Employer's Liability limit: \$ \$1,000,000

B. POLICY AMENDMENTS

This endorsement is issued in consideration of the policy premium. Notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any other endorsement attached thereto, it is agreed as follows:

1. CANCELLATION NOTICE. This insurance shall not be reduced in coverage or limits, cancelled, or nonrenewed except after 30 days' prior written notice (10 days notice for cancellation due to nonpayment of premium) has been given to the City by certified mail. Such notice shall be addressed to the City of Long Beach at the above address, attention: Risk Manager.
2. WAIVER OF SUBROGATION. The Insurance Company in Item A.1 above hereby agrees to waive all rights of subrogation against the City, its officials, employees and agents for losses paid under the terms of this policy which arise from work performed by the Named Insured for the City.

C. SIGNATURE OF INSURER OR AUTHORIZED REPRESENTATIVE OF THE INSURER

I, (print name) VINCENT CATAPANO warrant that I have authority to bind the insurance company listed above in Item A.1. and by my signature hereon do so bind this company.

Vincent Catapano

SIGNATURE OF AUTHORIZED REPRESENTATIVE
(Original signature required on endorsement furnished to the City)

4/17/08
DATE

TITLE: SVP + CWO

ORGANIZATION: AIG Global Energy

ADDRESS: 175 Water Street, 25th Floor, New York, NY 10038

TELEPHONE: _____

FAX: _____

APPROVED AS TO SUFFICIENCY

[Signature]
RISK MANAGER
CITY OF LONG BEACH

DATE: 4/25/08



CITY OF LONG BEACH

RISK MANAGEMENT BUREAU
333 WEST OCEAN BOULEVARD, 15TH FLOOR ♦ LONG BEACH, CALIFORNIA 90802

GERALD R. MILLER
CITY MANAGER

ADDITIONAL INSURED ENDORSEMENT -- UMBRELLA/EXCESS LIABILITY

Office: (562) 570-8714
Fax: (562) 570-5376

A. EXCESS/UMBRELLA LIABILITY POLICY INFORMATION

- Insurance Company National Union Fire Insurance Company of Pittsburgh PA
- Policy No. BE7867356 Policy term (from) 02/28/08 (to) 02/28/09
- Endorsement effective date 02/28/08 Endorsement expiration date 02/28/09
- Named insured ARB, Inc.
- Address of Named Insured 26000 Commercentre Drive, Lake Forest, CA 92630
- Deductible or Self-Insured Retention (nil unless otherwise specified) \$ 10,000 SIR
- Policy Limits: Occurrence* \$ 25,000,000 General Aggregate: \$ 25,000,000
* The City's standard insurance requirements specify "occurrence" coverage. "Claims-made" coverage requires special approval.
- Primary/underlying general liability policy number(s) GL2802981

B. POLICY AMENDMENTS

This endorsement is issued in consideration of the policy premium. Notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any other endorsement attached thereto, it is agreed as follows:

- ADDITIONAL INSURED.** The City of Long Beach, and its department, boards, commissions, officials, employees and agents are included as additional insureds with regard to all loss, claims, damages, settlement, expenses, and costs (including but not limited to attorney's fees and defense and investigation expenses) arising from (a) activities or operations performed by or on behalf of the Named Insured, (b) products and completed operations of the Named Insured, or (c) premises owned, leased, or used by the Named Insured.
- PRIMARY AND NONCONTRIBUTORY COVERAGE.** The additional insured coverage afforded by this policy to the City, its departments, boards, commissions, officials, employees and agents, shall be primary insurance. Any other insurance or self-insurance maintained by the City, its departments, boards, commissions, officials, employees and agents shall be in excess of this insurance and not contribute to it.
- SCOPE OF COVERAGE.** This insurance afforded by this policy is at least as broad as the underlying general liability policy.
- SEVERABILITY OF INTERESTS.** The insurance afforded by this policy applies separately to each insured that is seeking coverage or against whom a claim is made or a suit is brought, subject to the insurer's limit of liability. The naming of more than one insured under this policy shall not, for that reason alone, extinguish any rights of one insured against another, subject to the insurer's limit of liability.
- CROSS LIABILITY.** The naming of more than one insured under this policy shall not, for that reason alone, extinguish any rights of one insured against another, subject to the insurer's limit of liability.
- WAIVER OF RIGHTS OF SUBROGATION.** In the event of any payment under this policy, the insurance company agrees to waive its rights to subrogate against the City of Long Beach, and its departments, boards, officials, employees, agents, commissions and volunteers.
- PROVISIONS REGARDING THE INSURED'S DUTIES AFTER ACCIDENT OR LOSS.** Any failure to comply with the reporting provisions of this policy shall not affect coverage provided to the City, its departments, boards, commissions, officials, employees or agents.
- CANCELLATION NOTICE.** This insurance shall not be reduced in coverage or limits, cancelled, or nonrenewed except after 30 days' prior written notice (10 days notice for cancellation due to nonpayment of premium) has been given to the City by certified mail. Such notice shall be addressed to the City at the above address, attention: Risk Manager.

C. INCIDENT AND CLAIM REPORTING PROCEDURES

Incidents and claims are reported to the insurer at:

ATTENTION: Kim Gunderman Vice President Marsh Risk & Ins. Services
(Name) (Title) (Company)

ADDRESS: 4695 MacArthur Court, Suite 700, Newport Beach, CA 92660

TELEPHONE: (949) 399-5938 FAX: (949) 833-3027

D. SIGNATURE OF INSURER OR AUTHORIZED REPRESENTATIVE OF THE INSURER

I, (print name) Richard DeWiggins, warrant that I have authority to bind the insurance company listed above in Item A.1. and by my signature hereon do so bind this company.

[Signature] DATE: 4/22/08
SIGNATURE OF AUTHORIZED REPRESENTATIVE (original signature required) DATE

TITLE: Senior Vice President ORGANIZATION: Marsh Risk & Insurance Services

ADDRESS: 4695 MacArthur Court, Suite 700, Newport Beach, Ca 92660

TELEPHONE: 949 399 5800 FAX: 949 833 9518

LABOR AND MATERIAL BOND

KNOW ALL PERSONS BY THESE PRESENT: That we, ARB, Inc.

Liberty Mutual Insurance Company, as PRINCIPAL, and Liberty Mutual Insurance Company, located at 505 S. Main St., Suite 830, Orange, CA 92868

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 One Million Fifty Nine Thousand Six Hundred Thirty and 00/100

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 present. (*) \$1,059,630.00

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 G-251 for the replacement of steel gas mains at various locations. and is required 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 the work or labor required to be done thereunder, 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.

This bond shall insure 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 9th day of April, 2008.

ARB, Inc.
CONTRACTOR/PRINCIPAL

By: [Signature]
Name: Scott E. Summers
Title: President

By: [Signature]
Name: John P. Schauerman
Title: Sr. V.P., Sec./Treas.

Approved as to form this 2 day of May, 2008.

ROBERT E. SHANNON, City Attorney
By: [Signature]
Deputy

Liberty Mutual Insurance Company
SURETY, admitted in California

By: [Signature]
Name: Debbie L. Welsh
Title: Attorney-in-Fact

Telephone: 714-542-0115

Approved as to sufficiency this 2 day of May, 2008.

[Signature] Assistant City Manager
By: [Signature]
City Manager/City Engineer

NOTE: 1. Execution of this bond must be acknowledged by both PRINCIPAL and SURETY before a Notary Public and a Notary's certificate of acknowledgement 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, CA Corp. Code, then a certified copy of a resolution of its Board of Directors authorizing execution, must be attached.

APPROVED AS TO FORM
[Signature]
CITY MANAGER
LONG BEACH
DATE 4/25/08

EXECUTED PURSUANT TO SECTION 301 OF THE CITY CHARTER

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

State of California)
)SS.
County of Orange)

On April 15, 2008 before me, Kathleen Rios-Keala, Notary,
Date Name and Title of Officer

personally appeared John P. Schauerman,
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.

Kathleen RiosKeala
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: _____

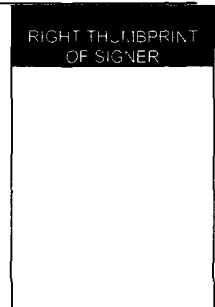
Signer Is Representing: _____



Signer's Name: _____

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

Signer Is Representing: _____



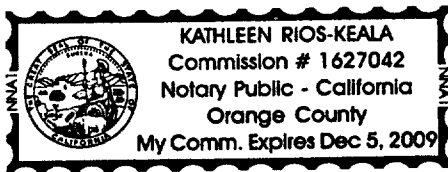
CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

State of California)
)SS.
 County of Orange)

On April 15, 2008 before me, Kathleen Rios-Keala, Notary,
 Date Name and Title of Officer

personally appeared Scott Summers,
 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.

Kathleen Rios-Keala
 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: _____

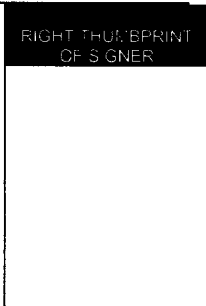
Signer(s) Other Than Named Above: _____

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: _____

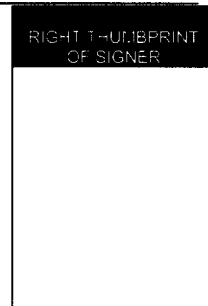
Signer Is Representing: _____



Signer's Name: _____

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

Signer Is Representing: _____



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA

COUNTY OF Marin

ON April 9, 2008 BEFORE ME, Donna J. Frowd, NOTARY PUBLIC, PERSONALLY APPEARED Debbie L. Welsh 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.

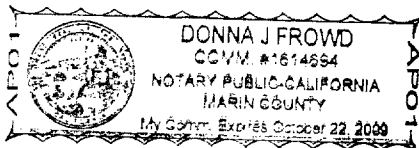
I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND AND OFFICIAL SEAL.

(SEAL)

SIGNATURE

Donna J. Frowd



Bond #: 024025866
Premium: \$9,070.00

BOND FOR FAITHFUL PERFORMANCE

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

Liberty Mutual Insurance Company, as PRINCIPAL, and
505 S. Main St., Suite 830, Orange, CA 92868, 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 _____
One Million Fifty Nine Thousand Six Hundred Thirty and 00/100 ---
DOLLARS (\$ 1,059,630.00), 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. (*)\$1,059,630.00

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 **G-251 for the replacement of steel gas mains at various locations**
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 9th day of April, 2008.

ARB, Inc.
CONTRACTOR/PRINCIPAL
By: [Signature]
Name: Scott E. Summers
Title: President
By: [Signature]
Name: John P. Schauerman
Title: Sr. V.P., Sec./Treas.

Liberty Mutual Insurance Company
SURETY, admitted in California
By: [Signature]
Name: Debbie L. Welsh
Title: Attorney-in-Fact
Telephone: 714-542-0115

Approved as to form this 2 day
of May, 2008.

ROBERT E. SHANNON, City Attorney

By: [Signature]
Deputy

Approved as to sufficiency this 2 day
of May, 2008.

Assistant City Manager

By: [Signature]
City Manager/Chief Executive Officer

**EXECUTED PURSUANT
TO SECTION 301 OF
THE CITY CHARTER.**

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.

[Signature]
DATE: 4/25/08

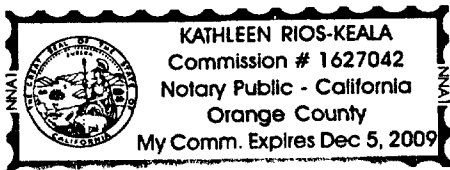
CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

State of California)
)SS.
County of Orange)

On April 15, 2008 before me, Kathleen Rios-Keala, Notary,
Date Name and Title of Officer

personally appeared John P. Schauerman,
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.

Kathleen Rios-Keala
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: _____

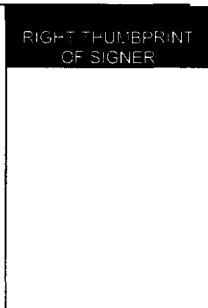
Signer(s) Other Than Named Above: _____

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: _____

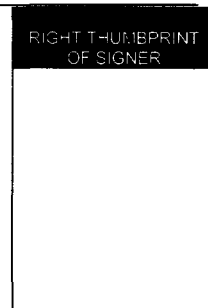
Signer Is Representing: _____



Signer's Name: _____

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

Signer Is Representing: _____



CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

State of California)
)SS.
County of Orange)

On April 15, 2008 before me, Kathleen Rios-Keala, Notary,
Date Name and Title of Officer

personally appeared Scott Summers,
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.

Kathleen Rios-Keala
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: _____

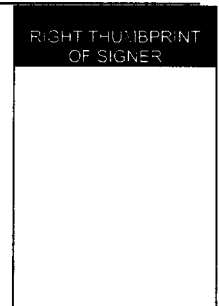
Signer Is Representing: _____



Signer's Name: _____

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

Signer Is Representing: _____



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA

COUNTY OF Marin

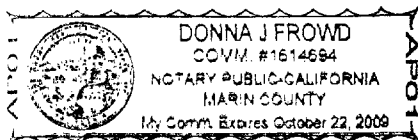
ON April 9, 2008 BEFORE ME, Donna J. Frowd, NOTARY PUBLIC,
PERSONALLY APPEARED Debbie L. Welsh WHO PROVED TO ME ON THE
BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE
SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT
~~HE/SHE/IT/HEY~~ EXECUTED THE SAME IN ~~HIS/HER/THEIR~~ 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.

(SEAL)

SIGNATURE Donna J. Frowd



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 **MICHAEL B. MCGOWAN, SUSAN J. MCGOWAN, DONNA L. WELSH, DONNA J. FROWD, DEBBIE L. WELSH, LILLIAN TSE, JOHN J. CASEY, MATTHEW J. HUGGINS, ALL OF THE CITY OF NOVATO, STATE OF CALIFORNIA**

.....
, 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 **SEVENTY FIVE MILLION AND 00/100******* DOLLARS (\$ **75,000,000.00*******) 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 16th day of July, 2007.

LIBERTY MUTUAL INSURANCE COMPANY

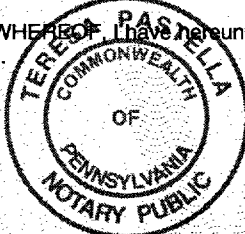


By Garnet W. Elliott
Garnet W. Elliott, Assistant Secretary

COMMONWEALTH OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 16th day of July, 2007, 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.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Plymouth Twp., Montgomery County
My Commission Expires Mar. 28, 2009
Member, Pennsylvania Association of Notaries

By Teresa Pastella
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 9th day of April, 2008.



By David M. Carey
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.