

CONTRACT

31718

THIS CONTRACT is made and entered, in duplicate, as of November 10, 2009 for reference purposes only, pursuant to a minute order adopted by the City Council of the City of Long Beach at its meeting held on September 22, 2009, by and between ARINC INCORPORATED, a Delaware corporation ("Contractor"), with a place of business at 1840 Hutton Drive, Suite 160, Carrollton, Texas 75006, and the CITY OF LONG BEACH, a municipal corporation ("City").

WHEREAS, City entered into an Other Transportation Agreement Number HSTS04-09-H-CT7027, attached hereto as Exhibit "A-1" and incorporated by this reference, with the U.S. Department of Homeland Security, Transportation Security Administration, regarding security equipment, such as closed circuit television cameras, at the Long Beach Airport; and

WHEREAS, City requires specialized services requiring unique skills to be performed in connection with design, project management and installation of additional security equipment required by the U.S. Department of Homeland Security, Transportation Security Administration at the Long Beach Airport ("Project"); and

WHEREAS, the existing closed circuit television system at the Long Beach Airport is proprietary to Contractor, and Contractor has performed similar work for the Long Beach Airport and is prepared to begin the Project immediately; and

WHEREAS, by reason of the foregoing, no useful purpose would be served by advertising for bids and to do so would constitute an idle and useless act and an unnecessary expenditure of public funds; and

WHEREAS, City desires to have Contractor perform these specialized services, and Contractor is willing and able to do so on the terms and conditions in this Contract;

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

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

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1. SCOPE OF WORK OR SERVICES.

A. Contractor shall furnish specialized services and all necessary labor, supervision, tools, materials, supplies, appliances, equipment and transportation for the work more particularly described in Exhibit "A", attached to this Contract and incorporated by this reference, said work to be performed in accordance with the standards of the profession and according to the Contract Documents identified below. However, this Contract is intended to provide to City complete and finished work and, to that end, Contractor shall do everything necessary to complete the work, whether or not specifically described in the Contract Documents.

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

2. PRICE AND PAYMENT.

A. City shall pay to Contractor the amount(s) for materials and work identified in Exhibit "A", and City shall pay for these services in the manner described below, not to exceed Four Hundred Thirty-Nine Thousand Eight Hundred Sixty Dollars (\$439,860.00), plus a fifteen percent (15%) contingency, at the rates or charges shown in that Exhibit.

B. Contractor has requested to receive regular payments. City shall pay Contractor in due course, not to exceed thirty (30) days, following receipt from Contractor and approval by City of invoices showing the services or task performed, the time expended (if billing is hourly), and the name of the Project. Contractor shall certify on the invoices that Contractor has performed the services in full conformance with this Contract and is entitled to receive payment. Each invoice shall be accompanied by a progress report indicating the progress to date of services performed and covered by the invoice, including a brief statement of

1 any Project problems and potential causes of delay in performance, and listing
2 those services that are projected for performance by Contractor during the next
3 invoice cycle. Where billing is done and payment is made on an hourly basis, the
4 parties acknowledge that this arrangement is either customary practice for
5 Contractor's profession, industry or business, or is necessary to satisfy audit and
6 legal requirements which may arise due to the fact that City is a municipality.

7 C. Contractor represents that Contractor has obtained all
8 necessary information on conditions and circumstances that may affect its
9 performance and has conducted site visits, if necessary.

10 3. CAUTION: Contractor shall not begin work until this Contract has
11 been signed by both parties and until Contractor's evidence of insurance has been
12 delivered to and approved by City.

13 4. CONTRACT DOCUMENTS. The Contract Documents include: The
14 Scope of Work, attached hereto as Exhibit "A"; the Other Transportation Agreement
15 Number HSTS04-09-H-CT7027, attached hereto as Exhibit "A-1", and any amendments
16 thereto; Office of Management Budget (OMB) Circulars; Code of Federal Regulations;
17 United States Codes; the California Code of Regulations; the various Uniform Codes
18 applicable to trades; the prevailing wage rates; the City of Long Beach Disadvantaged,
19 Minority and Women-Owned Business Enterprise Program; this Contract and all
20 documents attached hereto or referenced herein including but not limited to insurance;
21 Bond for Faithful Performance; Payment Bond; any permits required and issued for the
22 work; approved final design drawings and documents; and the Information Sheet. These
23 Contract Documents are incorporated herein by the above reference and form a part of
24 this Contract.

25 5. TIME FOR CONTRACT. The term of this Contract shall commence
26 at midnight on January 15, 2010, and shall terminate at 11:59 p.m. on April 30, 2011,
27 unless sooner terminated as provided in this Contract, or unless the services or the
28 Project is completed sooner.

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

6 7. WORKERS' COMPENSATION CERTIFICATION. Concurrently
7 herewith, Contractor shall submit certification of Workers' Compensation coverage in
8 accordance with California Labor Code Sections 1860 and 3700, a copy of which is
9 attached hereto as Exhibit "B".

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

15 9. INDEMNITY.

16 A. Contractor shall indemnify, protect and hold harmless City, its
17 Boards, Commissions, and their officials, employees and agents ("Indemnified
18 Parties"), from and against any and all liability, claims, demands, damage, loss,
19 obligations, causes of action, proceedings, awards, fines, judgments, penalties,
20 costs and expenses, including attorneys' fees, court costs, expert and witness
21 fees, and other costs and fees of litigation, arising or alleged to have arisen, in
22 whole or in part, out of or in connection with (1) Contractor's breach or failure to
23 comply with any of its obligations contained in this Contract, or (2) negligent or
24 willful acts, errors, omissions or misrepresentations committed by Contractor, its
25 officers, employees, agents, subcontractors, or anyone under Contractor's control,
26 in the performance of work or services under this Contract (collectively "Claims" or
27 individually "Claim").

28 B. In addition to Contractor's duty to indemnify, Contractor shall

1 have a separate and wholly independent duty to defend Indemnified Parties at
2 Contractor's expense by legal counsel approved by City, from and against all
3 Claims, and shall continue this defense until the Claims are resolved, whether by
4 settlement, judgment or otherwise. No finding or judgment of negligence, fault,
5 breach, or the like on the part of Contractor shall be required for the duty to defend
6 to arise. City shall notify Contractor of any Claim, shall tender the defense of the
7 Claim to Contractor, and shall assist Contractor, as may be reasonably requested,
8 in the defense.

9 C. If a court of competent jurisdiction determines that a Claim
10 was caused by the sole negligence or willful misconduct of Indemnified Parties,
11 Contractor's costs of defense and indemnity shall be (1) reimbursed in full if the
12 court determines sole negligence by the Indemnified Parties, or (2) reduced by the
13 percentage of willful misconduct attributed by the court to the Indemnified Parties.

14 D. To the extent this Contract is a professional service
15 agreement for work or services performed by a design professional, such as an
16 architect, landscape architect, professional engineer or professional land surveyor,
17 subject to California Civil Code Section 2782.8, the provisions of this Section
18 regarding Contractor's duty to defend and indemnify shall be limited to apply only
19 to Claims that arise out of, pertain to, or relate to the negligence, recklessness, or
20 willful misconduct of the Contractor.

21 E. The provisions of this Section shall survive the expiration or
22 termination of this Contract.

23 10. LIMITATION OF LIABILITY. Neither party shall be liable to each
24 other for any indirect, reliance, incidental, special, punitive or consequential damages of
25 any kind or nature.

26 11. INSURANCE.

27 A. Prior to commencement of work, and as a condition precedent
28 to the effectiveness of this Contract, Contractor shall procure and maintain, at

1 Contractor's expense for the duration of this Contract, from insurance companies
2 that are admitted to write insurance in California and have ratings of or equivalent
3 to A:V by A.M. Best Company or from authorized non-admitted insurance
4 companies subject to Section 1763 of the California Insurance Code and that have
5 ratings of or equivalent to A:VIII by A.M. Best Company the following insurance:

6 (a) Commercial general liability insurance (equivalent in scope to
7 ISO form CG 00 01 11 85 or CG 00 01 10 93) in an amount not less than
8 \$1,000,000 per each occurrence and \$2,000,000 general aggregate. This
9 coverage shall include but not be limited to broad form contractual liability,
10 cross liability, independent contractors liability, and products and
11 completed operations liability. The City, its boards and commissions, and
12 their officials, employees and agents shall be named as additional
13 insureds by endorsement (on City's endorsement form or on an
14 endorsement equivalent in scope to ISO form CG 20 10 11 85 or CG 20
15 26 11 85 or both CG 20 10 07 04 and CG 20 37 07 04 or both CG 20 33
16 07 04 and CG 20 37 07 04), and this insurance shall contain no special
17 limitations on the scope of protection given to the City, its boards and
18 commissions, and their officials, employees and agents. This policy shall
19 be endorsed to state that the insurer waives its right of subrogation
20 against City, its boards and commissions, and their officials, employees
21 and agents.

22 (b) Workers' Compensation insurance as required by the California
23 Labor Code and employer's liability insurance in an amount not less than
24 \$1,000,000. This policy shall be endorsed to state that the insurer waives
25 its right of subrogation against City, its boards and commissions, and their
26 officials, employees and agents.

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

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

4 B. Any self-insurance program, self-insured retention, or
5 deductible must be separately approved in writing by City's Risk Manager or
6 designee and shall protect City, its officials, employees and agents in the same
7 manner and to the same extent as they would have been protected had the policy
8 or policies not contained retention or deductible provisions.

9 C. Each insurance policy shall be endorsed to state that
10 coverage shall not be reduced, non-renewed, or canceled except after thirty (30)
11 days prior written notice to City, shall be primary and not contributing to any other
12 insurance or self-insurance maintained by City, and shall be endorsed to state that
13 coverage maintained by City shall be excess to and shall not contribute to
14 insurance or self-insurance maintained by Contractor. Contractor shall notify the
15 City in writing within five (5) days after any insurance has been voided by the
16 insurer or cancelled by the insured.

17 D. If this coverage is written on a "claims made" basis, it must
18 provide for an extended reporting period of not less than one hundred eighty (180)
19 days, commencing on the date this Contract expires or is terminated, unless
20 Contractor guarantees that Contractor will provide to the City evidence of
21 uninterrupted, continuing coverage for a period of not less than three (3) years,
22 commencing on the date this Contract expires or is terminated.

23 E. Contractor shall require that all subconsultants or contractors
24 which Contractor uses in the performance of these services maintain insurance in
25 compliance with this Section unless otherwise agreed in writing by City's Risk
26 Manager or designee.

27 F. Prior to the start of performance, Contractor shall deliver to
28 City certificates of insurance and the endorsements for approval as to sufficiency

1 and form. In addition, Contractor, shall, within thirty (30) days prior to expiration of
2 the insurance, furnish to City certificates of insurance and endorsements
3 evidencing renewal of the insurance. City reserves the right to require complete
4 certified copies of all policies of Contractor and Contractor's subconsultants and
5 contractors, at any time. Contractor shall make available to City's Risk Manager or
6 designee all books, records and other information relating to this insurance, during
7 normal business hours.

8 G. Any modification or waiver of these insurance requirements
9 shall only be made with the approval of City's Risk Manager or designee. Not
10 more frequently than once a year, the City's Risk Manager or designee may
11 require that Contractor, Contractor's subconsultants and contractors change the
12 amount, scope or types of coverages required in this Section if, in his or her sole
13 opinion, the amount, scope, or types of coverages are not adequate.

14 H. The procuring or existence of insurance shall not be
15 construed or deemed as a limitation on liability relating to Contractor's
16 performance or as full performance of or compliance with the indemnification
17 provisions of this Contract.

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

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

27 13. PREVAILING WAGE RATES. Contractor is directed to the
28 prevailing wage rates. Contractor shall forfeit, as a penalty to the City, Fifty Dollars (\$50)

1 for each laborer, worker or mechanic employed for each calendar day, or portion thereof,
2 that such laborer, worker or mechanic is paid less than the prevailing wage rates for any
3 work done by Contractor, or any subcontractor, under this Contract.

4 14. COORDINATION WITH GOVERNMENTAL REGULATIONS.

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

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

20 15. EQUAL BENEFITS ORDINANCE. Unless otherwise exempted in
21 accordance with the provisions of the Ordinance, this Contract is subject to the applicable
22 provisions of the Equal Benefits Ordinance (EBO), section 2.73 et seq. of the Long Beach
23 Municipal Code, as amended from time to time.

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

28 "During the performance of a contract with the City of Long Beach,

1 the Contractor will provide equal benefits to employees with spouses and its
2 employees with domestic partners. Additional information about the City of
3 Long Beach's Equal Benefits Ordinance may be obtained from the City of
4 Long Beach Business Services Division at 562-570-6200."

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

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

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

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

20 16. NOTICES.

21 A. Any notice required hereunder shall be in writing and
22 personally delivered or deposited in the U.S. Postal Service, first class, postage
23 prepaid, to Contractor at the address first stated herein, and to the City at 333
24 West Ocean Boulevard, Long Beach, California 90802, Attn: City Manager. Notice
25 of change of address shall be given in the same manner as stated herein for other
26 notices. Notice shall be deemed given on the date deposited in the mail or on the
27 date personal delivery is made, whichever first occurs.

28 B. Except for stop notices and claims made under the Labor

1 Code, City will notify Contractor when City receives any third party claims relating
2 to this Contract in accordance with Section 9201 of the Public Contract Code.

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

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

15 19. CERTIFIED PAYROLL RECORDS.

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

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

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

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

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

21 22. TAXES AND TAX REPORTING.

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

28 B. Contractor shall cooperate with City in all matters relating to

1 taxation and the collection of taxes, particularly with respect to the self-accrual of
2 use tax. Contractor shall cooperate as follows: (i) for all leases and purchases of
3 materials, equipment, supplies, or other tangible personal property totaling over
4 \$100,000 shipped from outside California, a qualified Contractor shall complete
5 and submit to the appropriate governmental entity the form in Appendix "A"
6 attached hereto; and (ii) for construction contracts and subcontracts totaling
7 \$5,000,000 or more, Contractor shall obtain a sub-permit from the California Board
8 of Equalization for the Work site. "Qualified" means that the Contractor purchased
9 at least \$500,000 in tangible personal property that was subject to sales or use tax
10 in the previous calendar year.

11 C. Contractor shall create and operate a buying company, as
12 defined in State of California Board of Equalization Regulation 1699, subpart (h),
13 in City if Contractor will purchase over \$10,000 in tangible personal property
14 subject to California sales and use tax.

15 D. In completing the form and obtaining the permit(s), Contractor
16 shall use the address of the Work site as its business address and may use any
17 address for its mailing address. Copies of the form and permit(s) shall also be
18 delivered to the City Engineer. The form must be submitted and the permit(s)
19 obtained as soon as Contractor receives a Notice to Proceed. Contractor shall not
20 order any materials or equipment over \$100,000 from vendors outside California
21 until the form is submitted and the permit(s) obtained and, if Contractor does so, it
22 shall be a material breach of this Contract. In addition, Contractor shall make all
23 purchases from the Long Beach sales office of its vendors if those vendors have a
24 Long Beach office and all purchases made by Contractor under this Contract
25 which are subject to use tax of \$500,000 or more shall be allocated to the City of
26 Long Beach. Contractor shall require the same cooperation with City, with regards
27 to subsections B, C and D under this section (including forms and permits), from
28 its subcontractors and any other subcontractors who work directly or indirectly

1 under the overall authority of this Contract.

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

6 23. ADVERTISING. Contractor shall not use the name of City, its
7 officials or employees in any advertising or solicitation for business, nor as a reference,
8 without the prior approval of the City Manager, City Engineer or designee.

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

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

18 26. THIRD PARTY BENEFICIARY. This Contract is intended by the
19 parties to benefit themselves only and is not in any way intended or designed to or
20 entered for the purpose of creating any benefit or right of any kind for any person or entity
21 that is not a party to this Contract.

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

1 reference.

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

8 29. GOVERNING LAW. This Contract shall be governed by and
9 construed pursuant to the laws of the State of California (except those provisions of
10 California law pertaining to conflicts of laws).

11 30. INTEGRATION. This Contract, including the Contract Documents
12 identified in Section 4 hereof, constitutes the entire understanding between the parties
13 and supersedes all other agreements, oral or written, with respect to the subject matter
14 herein.

15 31. COSTS. If there is any legal proceeding between the parties to
16 enforce or interpret this Contract or to protect or establish any rights or remedies
17 hereunder, the prevailing party shall be entitled to its costs, including reasonable
18 attorney's fees.

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

27 33. DEFAULT. Default shall include and be limited to Contractor's failure
28 to perform in accordance with this Contract, failure to comply with any Contract

1 Document, failure to pay any penalties, fines or charges assessed against Contractor by
2 any public agency, failure to pay any charges or fees for services performed by the City,
3 and if Contractor has substituted any security in lieu of retention, then default shall also
4 include City's receipt of a stop notice. If default occurs, the City shall give Contractor a
5 written notice to correct such default with diligence and promptness within a ten (10) day
6 period. If Contractor within the ten (10) day period after receipt of such notice fails to
7 correct the default and any deficiencies and if Contractor has substituted any security in
8 lieu of retention, then in addition to City's other legal remedies, City shall have the right to
9 draw on the security in accordance with Public Contract Code Section 22300 and without
10 further notice to Contractor. If default occurs and Contractor has not substituted any
11 security in lieu of retention, then City shall have all legal remedies available to it.

12 34. FORCE MAJEURE. Neither party shall be held responsible for any
13 delay or failure in performance to the extent that such delay or failure is caused by fires,
14 strikes, embargoes, explosion, earthquakes, floods, wars, water, the elements, labor
15 disputes, government requirements, civil or military authorities, acts of God or by the
16 public enemy, inability to secure raw materials or transportation facilities, acts or
17 omissions of carriers or suppliers or other causes beyond its reasonable control whether
18 or not similar to the foregoing.

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

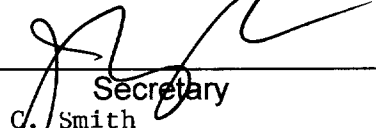
ARINC INCORPORATED, a Delaware corporation

June 24, 2010

By 
Vice President
Dennis L. Lengyel

Type or Print Name

June 24, 2010


Witness
By 
Secretary
John C. Smith

Type or Print Name

"Contractor"

CITY OF LONG BEACH, a municipal corporation

7.20, 2010

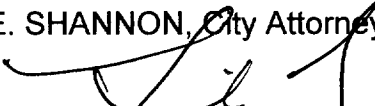
By 
EXECUTED PURSUANT TO SECTION 301 OF THE CITY CHARTER.
City Manager
Assistant City Manager

"City"

This Contract is approved as to form on 7/12

2010.

ROBERT E. SHANNON, City Attorney

By 
Deputy

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

EXHIBIT A

ARINC

DEDICATION BEYOND EXPECTATION

**Long Beach Airport
TSA Advanced Surveillance System
Security Enhancement Program**



**Prepared for: City of Long Beach
Long Beach Airport
4100 Donald Douglas Drive
Long Beach, CA 90808**

**Prepared by: ARINC Incorporated
1840 Hutton Drive Suite 160
Carrollton, TX 75006**

September 22, 2009

Revision 3.0



DEDICATION BEYOND EXPECTATION

1240 Hutton Drive, Suite 100
Carrollton, Texas 75006

ARI-LGB/WRB-09-07-001

Proposal

September 22, 2009

Ms. Rachel Korkos
City of Long Beach
Long Beach Airport
4100 Donald Douglas Drive
Long Beach, California 90808

**Subject: Long Beach Airport TSA Advanced Surveillance System Expansion
Rev. 3**

Dear Ms. Korkos:

On behalf of ARINC Incorporated, I would like to extend our gratitude for the opportunity to provide a proposal for the expansion of your Security Computer System at Long Beach Airport.

ARINC appreciates the security surveillance requirements at Long Beach Airport and will continue to provide the most robust IP video network solution available. Due to the expandability of our Advanced Information Management (AIM®) Command and Control System with integrated Cisco/BroadWare IP video, we can support expansion requirements easily with minimal impact on the operational system and at the lowest cost.

Expansion Overview

The City of Long Beach has requested that the existing Security Computer System at Long Beach Airport (LGB) be expanded as part of the an Advanced Surveillance Program. This expansion comes at the request to them from the Transportation Security Administration (TSA) which desires increased video surveillance at the North and South Passenger Checkpoints and Lounge areas, and the Checked Baggage area. Additionally, the TSA requests that two (2) additional AIM operator viewing stations be added to the system – one to be located in the South Lounge area and the other in the future Coordination Center.

To support this effort, it will be necessary to expand the AIM Security Computer System Integrated Video Management System (IVMS), which is located in the basement of the Terminal Building. Additional video and network components will have to be integrated into the system, as well as operator station computers and monitors.

The particular surveillance issues that the TSA would like the expansion to address and our proposed resolutions are provided below.

North Terminal

Checkpoint Area

Issue 1: Currently, there is no surveillance coverage of the entrance belts to the two (2) x-ray machines on the north checkpoint. Many theft allegations occur at this point in the screening process. Clear viewing of each entrance belt is crucial to alleged theft investigations.

Resolution: Add two (2) fixed cameras on either side of the entrance to the north checkpoint area such that the fields of view provide coverage of both entrance belts.

Issue 2: There is thorough coverage of the forward screening areas to include additional screening areas enclosed by the glass panels, x-ray belts, and Walk-Thru Metal Detectors (WTMDs). However, there is no coverage of the area to the rear of additional screening areas. Therefore, not all of the physical search tables have video coverage. This is a high risk area for passenger theft allegations. Note: Cameras C2_411_03, 04, 05, 06 cover this area.

Resolution: Relocate three (3) of the existing four (4) cameras that currently provide coverage of the forward screening areas approximately two to three feet back from their current location such that a full field of view of the additional screening area is obtained. Note: The camera over the Police Podium in the area provides surveillance of the North Terminal exit doors.

Exterior Front

Issue: There is currently no video coverage of the front exterior of the building entrance to the north checkpoint, which is inclusive of the 3-1-1 table and entrance ramp leading the building entrance and Travel Document Checker (TDC). Video coverage of this area would assist Behavior Detection Officers (BDOs) in scanning the area for passengers with behaviors that meet the criteria for further observation and/or BDO/Law Enforcement Officer (LEO) intervention.

Resolution: Install one (1) pan-tilt-zoom (PTZ) camera to provide surveillance of the front exterior of the building. This camera will be mounted on a pole in the covered area under the canopy under the No Smoking sign.

Exit Area

Issue: The exit areas have surveillance coverage but it would be advantageous to widen the view to include the entire area rather than just the doors.

Resolution: Investigate providing a wide-angle lens for the existing camera to provide a field of view greater than the doors.

South Terminal

Checkpoint Area

Issue 1: Currently, there is no surveillance coverage of the entrance belts to the 4 x-ray machines. Many theft allegations occur at this point in the screening process. Clear viewing of each entrance belt is crucial to alleged theft investigations.

Resolution: Four (4) fixed cameras will be added to the area to provide surveillance coverage of the entrance belts to the x-ray machines. Each camera will be located approximately above the beginning of each entrance belt such that a full field of view of the front of the entrance belt is obtained.

Issue 2: There is thorough coverage of the forward screening areas to include additional screening areas enclosed by the glass panels, x-ray belts, and WTMDs. However, there is no coverage of the area to the rear of additional screening areas. Therefore, not all of the physical search tables have video coverage. This is a high risk area for passenger theft allegations. Note: Cameras C2_311_01, 02, 03, 04, 05 cover this area.

Resolution: Relocate the existing four (4) cameras that currently provide coverage of the forward screening areas approximately two to three feet back from their current location such that a full field of view of each screening table is obtained. Coordination with LGB will need to occur due to the planned construction of a wall in this area.

Exterior Front

Issue: There is presently no surveillance coverage of the front exterior of the building entrance to the South Checkpoint. This encompasses the TDC and the exterior queuing areas directly in front of the checkpoint. Video coverage of this area would assist BDO's in the scanning area for passengers with behaviors that meet criteria for further observation and/or BDO/LEO interventions.

Resolution: install two (2) additional fixed cameras in the exterior queuing areas. One camera will be placed at the end of the queuing area for observation of passengers in line waiting to enter the security screening area. The other camera will be placed above the TDC checkpoint to observe interaction between passengers and the TDC.

Exit Area

Issue: There is currently surveillance coverage of the exit, but when the wall for the newly constructed exit lane is constructed, the view of the exit will be blocked by the exit lane wall.

Resolution: Relocate the single camera that currently exists in the exit area approximately 4 feet north (to the left facing the exit) of its current location.

Checked Baggage

Issue: Currently, there is partial coverage in the explosive detection system (EDS) screening area with multidirectional cameras above the physical tables. The deficiencies are as follows:

- The PTZ cameras assigned to this area do not always return to the home position for the best view of the physical search tables. Therefore, the views change and are not always in the best position to view the physical search tables.

Resolution: Ensure that the AIM Integrated Video Management System is properly configured such that the PTZ cameras in this area always return to the HOME position to allow the best view of the physical search tables.

- Currently, there are gaps between the visual fields of the cameras. If the camera home positions are viewing the search table, the overflow explosive trace detection (ETD) search area and front loader positions have no surveillance coverage. Note: Cameras C2_111_05, 06, 10 cover this area.

Resolution: Add one (1) additional PTZ camera above the search tables between the two existing cameras 06 and 10. Add two (2) fixed cameras on the other side of the x-ray machines from the existing cameras to allow observation of the front loader positions and overflow ETD search area.

- There is currently no surveillance coverage of the oversize screening area.

Resolution: Add a fixed camera to the outside of the Terminal Building to provide observation of the oversize baggage screening area. The camera will be located to the left of the Terminal Building door that provides access to the area, above the Emergency Eyewash Station sign.

Summary of Surveillance Modifications

| Surveillance Area | Action | Additional Cameras Required | |
|---------------------------------|---|-----------------------------|-----|
| | | Fixed | PTZ |
| North Terminal Checkpoint | Add 2 cameras to cover entrance belts | 2 | 0 |
| | Relocate 3 existing cameras to cover additional screening area | 0 | 0 |
| North Terminal Exterior Front | Add 1 camera outside under canopy | 0 | 1 |
| South Terminal Checkpoint | Add 4 cameras to cover entrance belts | 4 | 0 |
| | Relocate 4 existing cameras to cover screening tables | 0 | 0 |
| South Terminal Exterior Front | Add 2 cameras in the exterior queuing areas | 2 | 0 |
| South Lounge Exit | Relocate existing Camera | 0 | 0 |
| Checked Baggage | Add 3 cameras to cover search tables and front loader positions | 2 | 1 |
| Oversize Baggage Screening Area | Add 1 camera to area | 1 | 0 |

Viewing Stations

South Checkpoint

TSA has requested a new operator viewing station in the South Checkpoint area. Currently, TSA does not have continuous access to surveillance viewing. TSA management must request viewing in the LBASO office (south breezeway) or LGB security office (business hours only). In the near future, a raised desk area will be constructed at the entrance of the exit lane for occupancy by the LEO and Supervisory Transportation Security Officer (STSO). This would be a convenient and strategic location for a surveillance viewing station for use by both TSA and LGB. Such placement would afford immediate viewing of archived video in the event of a security breach and decrease the amount of time necessary for all TSA and air carrier operations to be halted during such an event. BDOs and LEOs would also find it to be a useful tool in observing suspicious individuals or employees of misconduct without risking detection.

Action: An operator viewing station will be added in the South Terminal where the vending machines are currently located. This station will consist of one workstation and two monitors for the primary purpose of real-time video surveillance and archived video playback. AIM functions will be read-only at this station.

Coordination Center CCTV Viewing Station

TSA has requested that a surveillance viewing station be located in the future Coordination Center. This would provide both the Coordination Center and the Federal Security Director (FSD) staff immediate access to surveillance viewing in the event of a security incident, alleged theft, or allegation of employee misconduct.

Action: An operator viewing station will be established in the future Coordination Center located in the Hamilton Sundstrand building for use by senior TSA staff. This station will have the same configuration as the ECOC station, and will consist of one workstation and three monitors for the primary purpose of real-time video surveillance and archived video playback. AIM functions will be read-only at this station. Video and data communications to this location will be wireless.

Expansion Approach

ARINC will procure, stage, and configure the video server and workstations at our facilities. At the completion of these activities, the equipment will be packed and shipped to Long Beach Airport for final configuration, installation, and testing.

A general outline of factory activities includes the following:

- Procure hardware; stage and quality check the equipment.
- Install and configure all required 3rd party software on the workstations.
- Configure the Cisco video media server.
- Perform in-house functional testing of the system to the greatest extent possible.

Activities at Long Beach Airport will include the following:

- Install the communications infrastructure to support the cameras and operator stations. This includes network cables, conduits, etc. This work to be scheduled and coordinated with LGB personnel in order to minimize disruption of airport operations.
- Install/relocate cameras as stated above.
- Install video and network components in the computer room.
- Install, configure, and test wireless Ethernet Bridge to Coordination Center.
- Add South Terminal and Coordination Center operator stations to LGB network domain.
- Install and configure AIM, and test the operator stations.
- Perform functional testing of system.
- Adjust camera fields of view as required.
- Perform Site Demonstration for TSA/Long Beach.

Equipment and Documentation

All equipment used in this expansion will be Commercial Off-the-Shelf (COTS) equipment from major manufacturers. This equipment will be integrated into the existing Security System at LGB. All equipment will be purchased new, i.e., no spare parts from the current system will be utilized. Additionally, the current spare capacities of the system will be preserved.

The video server selected for the expansion is the Cisco Media Server. This server will support all new cameras with 100% spares capacity, and will provide a 30-day storage period for each channel.

New cameras will consist of two (2) PTZ, six (6) indoor fixed, and five (5) outdoor day/night cameras. All cameras provide high quality resolution and are manufactured by Pelco.

As LGB's needs continue to change, the system remains scalable and expandable to meet additional viewing and storage requirements.

The List of Hardware Deliverables is provided in the Attachment 1. Additionally, ARINC will provide the following documentation:

- Updated system configuration and operator station drawings, as applicable
- Site Demonstration/Test Procedures
- Third party vendor documentation, as applicable
- Operator Training materials

Installation and Site Support

The installation and configuration of the computer equipment will be performed at LGB by ARINC. This includes the Cisco Video Server and related equipment, as well as the operator stations. Camera installation and relocation will be performed by Hamilton Pacific working as a subcontractor to ARINC. Hamilton Pacific will also install conduit and network cabling required for the new equipment.

Training

ARINC will provide two sessions of Operator Training to support the new operator stations, one session for each station. The duration of each session is two days. All training materials will be provided by ARINC. This training will be held at Long Beach Airport.

Schedule

The Advanced Surveillance System can be installed and tested within 10-12 weeks after receipt of order.

Pricing Summary

Pricing for the Advanced Surveillance System Expansion is provided in the table below.

| Item | Description | Category or Area | Unit Costs | Totals |
|---|--|---|---|-------------------|
| 1. Materials | See the attached Bill of Materials for additional details. Cost summaries by category/area are also included in the adjacent column. | Computer Room (Basement) North Terminal Checkpoint North Terminal Ext Front South Terminal Checkpoint South Terminal Ext Front South Lounge Exit Checked Baggage Oversize Bag Screen Area TSA Coordination Center TSA Coord Center Wireless Link Software Licenses Materials, Supplies, etc. | \$ 161,426 \$ 1,436 \$ 3,873 \$ 76,495 \$ 3,345 \$ 0 \$ 7,128 \$ 1,673 \$ 10,666 \$ 4,947 \$ 4,206 \$ 11,760 | \$ 216,954 |
| 2. Project Implementation, Delivery and Support | Program management, labor and administration as outlined above. Includes project engineering, staging, software configuration and support, testing, shipping, installation, subcontractor mgt, closeout. | Factory Labor (See rates below) LGB System Installation Labor (Provided from installation subcontractor proposal) Shipping, Handling, etc. (Dallas-Ft. Worth to Long Beach) Travel & Expenses (Nine (9) trips from Dallas-Ft. Worth to Long Beach for management, delivery, install support.) | \$ 104,630 \$ 63,517 \$ 6,346 \$ 15,957 | \$ 190,450 |
| 3. Training | Onsite Operator Training Two (2) adjacent sessions at LGB. | Labor Travel & Expenses | \$ 4,034 \$ 2,280 | \$ 6,314 |
| 4. CA Taxes (Materials) | | | | \$ 26,062 |
| 5. CA Recycling Fee | | | | \$ 80 |
| Totals | | | | \$ 439,860 |

Notes:

1. Materials costs are based on vendor quotes and/or estimates based on previous projects of similar magnitude and scope.

Previous projects of similar scope include the initial Long Beach Airport Security Computer System project, the Indianapolis International Airport Perimeter Security Enhancement Project, and more than 15 nuclear power plant security systems within the past 10 years.

2. Travel expenses are computed according to DCAA and GSA guidelines. The meals and lodging per diem rates were Department of Defense per diem rates for Los Angeles in 2008.
3. ARINC factory labor categories and rates to be used for implementing this project are provided in the table below. Labor charges for system installation were provided by our installation subcontractor.

| Labor Category | Rate |
|-----------------------|-------------|
| Project Manager | \$185/hr |
| Sr. Software Manager | \$185/hr |
| Sr. Engineer 3 | \$162/hr |
| Sr. Engineer 1 | \$140/hr |
| Engineering Analyst 3 | \$115/hr |
| Engineering Analyst 1 | \$82/hr |
| Sr. Technician | \$74/hr |
| Project Administrator | \$74/hr |

ARINC Labor includes System engineering management and design, procurement, system factory staging, software configuration and support, testing, shipping, installation supervision, warranty (782 total hours).

Payment Terms:

Our proposed payment schedule is as follows:

- Contract Award/Mobilization 20% of contract value
- Hardware Procurement 30% of contract value
- Video Equipment Install Complete 20% of contract value
- Video System Demo Complete 10% of contract value
- Operator Station Install Complete 10% of contract value
- Site Acceptance 10% of contract value

Payment terms are net 30 days. Additional provisions are as follows:

- This quotation is subject to agreeable terms and conditions and payment terms between both parties and is valid for 45 days.
- All work will be performed in the years 2009 and 2010.
- No provisions for liquidated damages, permits, bonds or insurance have been included in this proposal.
- Pricing is based on the provided Bill of Materials
- ARINC reserves the right to substitute those products herein but that retain the integrity of the system requirements.

Assumptions/Conditions

The following assumptions were made in the preparation of this proposal:

- 120VAC to be available or supplied by LGB.
- Construction and building permits are not included.
- LGB to notify ARINC/Hamilton Pacific of any asbestos material in work areas.
- Conduit type to be used is EMT and Liquid Tight Flex.
- Excludes plenum rated ceiling areas.
- Drawing package includes 3-6 drawings including equipment, system, and network layout.
- Installation supervision and site commissioning by ARINC.

We thank you for the opportunity to provide this proposal. Please do not hesitate to contact me at (972) 488-8588, extension 214, with any questions. We look forward in working with TSA and Long Beach Airport on this very important project.

Sincerely,

Bill Banks

Bill Banks
Project Manager

ARINC Inc.

Office: 972-488-8588 x214

Cell: 214-335-8508

Email: bbanks@arinc.com

Long Beach Airport
TSA Advanced Surveillance System
Bill of Materials

| Item | Qty | Description | Part No. | Supplier / Manufacturer | Unit Cost | Extended Cost |
|--|-----|--|------------------|-------------------------|-----------|---------------|
| Computer Room Equipment (Basement) | | | | | | |
| Media Server: 16 Cameras | | | | | | |
| Cisco VS 4U Storage System With 28x1000GB Drives (Qty: = | | | | | | |
| 1 | 1 | 1RU MSP Assembly | CIYS-MSP-1RU | Cisco | \$ 3,717 | \$ 3,717 |
| 2 | 1 | 750GB SATA Drive for CIYS-MSP Platforms | CIYS-HDD-750 | Cisco | \$ 561 | \$ 561 |
| 3 | 1 | CIYS-MS Media Server v6.0 Software Lic. with Hardware Bundle | CIYS-MS-SW6.1 | Cisco | \$ 1,152 | \$ 1,152 |
| 4 | 1 | 1 Port FibreChannel Card for CIYS-MSP | CIYS-FC-1P | Cisco | \$ 1,166 | \$ 1,166 |
| 5 | 1 | Cisco VS 4U Storage System With 28x1000GB Drives | CIYS-SS-4U-28000 | Cisco | \$ 70,056 | \$ 70,056 |
| Stream Connection Licenses: | | | | | | |
| Third Party Cameras/Encoders: (Qty: 16) | | | | | | |
| 7 | 6 | 1 Stream Connection Feature License For Media Server | CIYS-MS-1SCFL- | Cisco | \$ 316 | \$ 1,896 |
| 8 | 1 | 10 Stream Connection Feature License For Media Server | CIYS-MS-10SCFL- | Cisco | \$ 3,199 | \$ 3,199 |
| Media Server: 9 cameras | | | | | | |
| Cisco MSP Server - 4RU - 24 x 750 GB (Qty: = 1) | | | | | | |
| 9 | 1 | 4RU w/Motherboard;1 CPU;RAID;Pwr Suppl;NO Drives;NO Options | CIYS-MSP-4RU | Cisco | \$ 14,374 | \$ 14,374 |
| 10 | 24 | 750GB SATA Drive for CIYS-MSP Platforms | CIYS-HDD-750 | Cisco | \$ 561 | \$ 13,464 |
| 11 | 1 | CIYS-MS Media Server v6.0 Software Lic. with Hardware Bundle | CIYS-MS-SW6.1 | Cisco | \$ 1,152 | \$ 1,152 |
| 12 | 1 | 2nd 900W Power Supply Option | CIYS-PS-900 | Cisco | \$ 850 | \$ 850 |
| Stream Connection Licenses: | | | | | | |
| Third Party Cameras/Encoders: (Qty: 9) | | | | | | |
| 13 | 9 | 1 Stream Connection Feature License For Media Server | CIYS-MS-1SCFL- | Cisco | \$ 316 | \$ 2,844 |
| Cisco Support | | | | | | |
| 14 | 3 | SMARTNET 8XSXNBD 1RU MSP Assembly | CON-SNT-VSM1U | Cisco | \$ 353 | \$ 1,059 |
| 15 | 3 | SW APP SLIPP CIYS-MS-SW6.1 | CON-SAS-VMSSSW6 | Cisco | \$ 133 | \$ 399 |
| 16 | 3 | SMARTNET 8XSXNBD CIYS-SS-4U-28000 | CON-SNT-VSS428K | Cisco | \$ 6,642 | \$ 19,926 |
| 17 | 18 | SW APP SLIPP CIYS-MS-1SCFL | CON-SAS-VSMFL1 | Cisco | \$ 37 | \$ 664 |
| 18 | 3 | SW APP SLIPP CIYS-MS-10SCFL | CON-SAS-VSMFL10 | Cisco | \$ 363 | \$ 1,090 |
| 19 | 3 | SMARTNET 8XSXNBD 4RU MSP Assembly | CON-SNT-VSM4U | Cisco | \$ 1,363 | \$ 4,088 |
| 20 | 3 | SW APP SLIPP CIYS-MS-SW6.1 | CON-SAS-VMSSSW6 | Cisco | \$ 133 | \$ 399 |
| 21 | 27 | SW APP SLIPP CIYS-MS-1SCFL | CON-SAS-VSMFL1 | Cisco | \$ 37 | \$ 999 |
| Network Equipment: | | | | | | |
| 22 | 1 | Network Switch 48 port | GS748TS | Netgear | \$ 1,103 | \$ 1,103 |
| 23 | 4 | SFP Modules | AGM731P | Netgear | \$ 316 | \$ 1,263 |
| Video Encoders | | | | | | |
| 24 | 1 | 4 Channel Power Supply | ALTV244 | Altronix | \$ 109 | \$ 109 |
| 25 | 4 | 4 Channel Blade Server | Z4-D192004 | Axis | \$ 1,109 | \$ 4,435 |

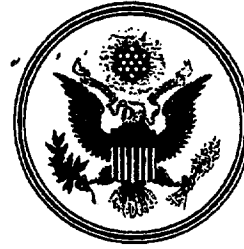
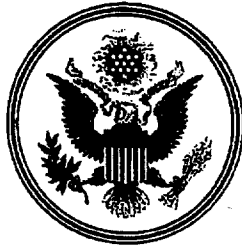
**Long Beach Airport
TSA Advanced Surveillance System
Bill of Materials**

| Item | Qty | Description | Part No. | Supplier / Manufacturer | Unit Cost | Extended Cost |
|--|-----|---|----------------------|----------------------------|-----------|------------------|
| 26 | 1 | 19 inch Rack Server | 24-0210-011 | Axis | \$ 1,976 | \$ 1,976 |
| Fiber Converters and Distribution | | | | | | |
| 27 | 2 | 4 Channel Video Fiber Processor | IFS-VT7420 | GE | \$ 2,630 | \$ 5,259 |
| 28 | 2 | 4 Channel Video Fiber Processor Receiver | IFS-VR7420-R3 | GE | \$ 2,630 | \$ 5,259 |
| 29 | 1 | 16 Bay Rack Mount with Power Supply | IFS-R3 | GE | \$ 956 | \$ 956 |
| 30 | 2 | Fiber Distribution Panel | CCS-01U | Corning | \$ 380 | \$ 761 |
| 32 | 4 | Fiber Connector Panel | CCM-CP12-15T | Corning | \$ 163 | \$ 652 |
| 32 | 2 | 2 Channel Video Fiber Processor | IFS-VT7220 | GE | \$ 1,793 | \$ 3,586 |
| 33 | 2 | 2 Channel Video Fiber Processor Receiver | IFS-VT7220-R3 | GE | \$ 1,793 | \$ 3,586 |
| 34 | 2 | 1 Channel Video Fiber Processor | IFS-VT1505-WDM-Pelco | GE | \$ 956 | \$ 1,912 |
| 35 | 1 | 1 Channel Video Fiber Processor Receiver | IFS-VR1505-R3 | GE | \$ 628 | \$ 628 |
| North Terminal Checkpoint | | | | | | |
| 35 | 2 | Fixed Dome Indoor Camera | C10CH-6 | Pelco | \$ 290 | \$ 581 |
| 36 | 2 | 5-50 Indoor Lens | 13VD5-50 | Pelco | \$ 224 | \$ 447 |
| 37 | 2 | Indoor Recessed Housing | DF8A-0 | Pelco | \$ 204 | \$ 408 |
| North Terminal Exterior Front | | | | | | |
| 38 | 1 | Spectra IV Environmental CLR 23X | SD4CBW-PG-E1 | Pelco | \$ 3,783 | \$ 3,783 |
| 39 | 1 | Pole Mount Adapter | PA-402 | Pelco | \$ 90 | \$ 90 |
| South Terminal Checkpoint | | | | | | |
| 40 | 4 | Fixed Dome Indoor Camera | C10CH-6 | Pelco | \$ 290 | \$ 1,162 |
| 41 | 4 | 5-50 Indoor Lens | 13VD5-50 | Pelco | \$ 224 | \$ 894 |
| 42 | 4 | Wall Mount | IWM-GY | Pelco | \$ 125 | \$ 501 |
| 43 | 4 | Indoor Recessed Housing | DF8A-0 | Pelco | \$ 204 | \$ 819 |
| South Terminal Operator Station | | | | | | |
| 44 | 1 | OptiPlex 760, Core 2 Duo 2.83GHz, 6M, 1333MHz FSB, 256MB ATI 2400XT, 80GB HDD, 2GB RAM, 3yr Pro Support and 3 yr, 24x7 Onsite Service | 755 | Dell | \$ 2,041 | \$ 2,041 |
| 45 | 1 | PRO 1000 MT Dual Port Server Adapter (A0024893) (411702621 | A0024893 | Dell | \$ 230 | \$ 230 |
| 46 | 2 | 24" LCD Monitor (4:3) | E248WFP | Dell | \$ 578 | \$ 1,156 |
| South Terminal Exterior Front | | | | | | |
| 47 | 2 | Outdoor Camera Day/Night | CCC1390H-6 | Pelco | \$ 660 | \$ 1,319 |
| 48 | 2 | 7.5-50 Exterior IR Lens | 13VDIR7.5-50 | Pelco | \$ 190 | \$ 380 |
| 49 | 2 | Exterior Housing | DF8-PC-0 | Pelco | \$ 823 | \$ 1,647 |
| Checked Baggage | | | | | | |
| 50 | 2 | Outdoor Camera Day/Night | CCC1390H-6 | Pelco | \$ 660 | \$ 1,319 |
| 51 | 2 | 7.5-50 Exterior IR Lens | 13VDIR7.5-50 | Pelco | \$ 190 | \$ 380 |
| 52 | 2 | Exterior Housing | DF8-PC-0 | Pelco | \$ 823 | \$ 1,647 |
| 53 | 1 | Spectra IV Environmental CLR 23X | SD4CBW-PG-E1 | Pelco | \$ 3,783 | \$ 3,783 |

Long Beach Airport
TSA Advanced Surveillance System
Bill of Materials

| Item | Qty | Description | Part No. | Supplier / Manufacturer | Unit Cost | Extended Cost |
|---|------|--|----------------------|-------------------------|-----------|---------------|
| Oversize Baggage Screening Area | | | | | | |
| 54 | 1 | Outdoor Camera Day Night | CCC1390H-6 | Pelco | \$ 660 | \$ 660 |
| 55 | 1 | 7.5-50 Exterior IR Lens | 13VDIR7.5-50 | Pelco | \$ 190 | \$ 190 |
| 56 | 1 | Exterior Housing | DF8-PG-0 | Pelco | \$ 823 | \$ 823 |
| TSA Coordination Center (Hamilton Sundstrand Building) | | | | | | |
| TSA Viewing Station | | | | | | |
| 57 | 2 | OptiPlex 760, Core 2 Duo 2.83GHz, 6M, 1333MHz FSB, 256MB ATI 2400XT, 80GB HDD, 2 GB RAM, 3yr Pro Support and 3-yr. 24x7 Onsite Service | 755 | Dell | \$ 2,041 | \$ 4,081 |
| 58 | 2 | PRO 1000 MT Dual Port Server Adapter (A0024893) (411702621) | A0024893 | Dell | \$ 230 | \$ 461 |
| 59 | 3 | 24" LCD Monitor (4:3) | E248WFP | Dell | \$ 578 | \$ 1,734 |
| 60 | 1 | 5 Ghz Multi-Band Wireless | TrangoLink-45-INT | Trango | \$ 4,320 | \$ 4,320 |
| 61 | 1 | 1 Channel Video Fiber Processor Receiver | AFS VR1505-RJ | GE | \$ 628 | \$ 628 |
| Wireless Link (LGB 5th Floor to Coord Center) | | | | | | |
| 62 | 1 | 1 Channel Video Fiber Processor Receiver | AFS VR1505-RJ | GE | \$ 628 | \$ 628 |
| 63 | 1 | 5 Ghz Multi-Band Wireless | TrangoLink-45-INT | Trango | \$ 4,320 | \$ 4,320 |
| Software Licenses | | | | | | |
| 64 | 2 | AIM@ Client Licenses | | ARINC | \$ 2,308 | \$ 4,616 |
| General Materials, Supplies, and Taxes | | | | | | |
| 65 | 1 | Lot Ceiling Mount Adapter | Ceiling Mount | Misc | \$ 47 | \$ 47 |
| 66 | 7 | Lot Pendant Adaptors | Lot Pendant Adaptors | Pelco | \$ 43 | \$ 301 |
| 67 | 10 | 10' 3/4" EMT | | TBD | \$ 13 | \$ 130 |
| 68 | 6 | 10' 1" EMT | | TBD | \$ 24 | \$ 143 |
| 69 | 1 | Lot Misc Boxes and Connectors | | TBD | \$ 425 | \$ 425 |
| 70 | 1 | 100' Flex Liquid Tight Conduit | | TBD | \$ 130 | \$ 130 |
| 71 | 2 | Cat 5E Wire | 1001227 | Berk-Tek | \$ 441 | \$ 882 |
| 72 | 2000 | RF59 Coax 18/2 Stripline | | Berk-Tek | \$ 0 | \$ 793 |
| 73 | 1 | Lot Fiber Connections | | TBD | \$ 3,065 | \$ 3,065 |
| 74 | 1 | Lot Cables, Labels, Consumables | | Various | \$ 6,596 | \$ 6,596 |

EXHIBIT A-1



OTHER TRANSACTION AGREEMENT

BETWEEN

**DEPARTMENT OF HOMELAND SECURITY
TRANSPORTATION SECURITY ADMINISTRATION**

AND

THE CITY OF LONG BEACH

REGARDING

LONG BEACH AIRPORT

CLOSED CIRCUIT TELEVISION CAMERAS

**Negotiated by the TSA pursuant to
Aviation and Transportation Security Act, Pub. L. 107-71, 115 Stat. 597
49 U.S.C. § 114(m)(l), and § 106(l) (6)**

HSTS04-09-H-CT7027

ARTICLE I. PARTIES

The parties to this Other Transaction Agreement are the Transportation Security Administration ("TSA"), U.S. Department of Homeland Security ("DHS"), and the CITY OF LONG BEACH (hereinafter "CITY") relating to the Long Beach Airport ("LGB"). The TSA and the CITY agree to cooperate in good faith and to perform their respective obligations in executing the purpose of this Agreement.

ARTICLE II. LEGAL AUTHORITY

This Agreement is entered into under the authority of the Aviation and Transportation Security Act, Pub. L. 107-71, 115 Stat. 597, specifically 49 U.S.C. § 114(m)(1), and § 106(l) (6), which authorize other transaction agreements.

ARTICLE III. SCOPE

A. Purpose and Objective:

The purpose of this Agreement is to set forth the terms and conditions under which the CITY will design, install and operate closed circuit television cameras (CCTV) and the terms and conditions for the shared use of the CCTV system at the LGB. The CCTV system herein is defined as all CITY surveillance hardware and storage equipment, as well as associated electrical, cabling, and support facilities that will be monitored at the LGB. The objective of the Agreement is to provide greater surveillance of the LGB to include surveillance of TSA areas to enhance security, aid in the speedy resolution of claims, and assist in resolution of law enforcement issues.

B. Roles and Responsibilities:

1.0 Installation, Maintenance, and Operation

1.1 The CITY shall design, purchase, install, operate and maintain CCTV equipment that meets the requirements set forth in this Agreement. Sufficient equipment shall be installed to provide for the views required by the local TSA and agreed upon by the CITY.

1.2 TSA will pay the cost of the system as set forth in Article VI, below. The CITY agrees to use such funds to perform the obligations outlined in Article III.A and B. Any funding required to complete the project that is in excess of the funding provided by TSA as set forth in Article VI, below, shall be resolved pursuant to Articles VI and XI below.

1.3 The CITY will be responsible for all maintenance and repairs of the CCTV system. Maintenance and repairs shall be performed in a reasonable fashion and with the same level of effort as the other airport security systems.

1.4 The CITY shall provide for storage of all data from the cameras installed under this Agreement at the TSA sites for a minimum of thirty (30) days.

1.5 To meet reporting requirements, the authority shall provide:

- 1.5.1 Milestone schedule for the CITY procurement process
- 1.5.2 Contractor's execution schedule when available
- 1.5.3 Monthly status calls with the TSA program office, contractor and others as required.

2.0 CCTV Access and Control

2.1 Any and all requests for CCTV media received by the CITY shall be coordinated with the local TSA Representative for a Sensitive Security Information (SSI) review in accordance with 49 C.F.R. § 1542.101(c) and 49 C.F.R. § 1520.9(a)(3). Additionally, TSA will notify LGB's Airport Security Coordinator of any CCTV media requests that are received.

2.2 The CITY shall be the owner and custodian of the CCTV system as well as any video media generated from the CCTV and will secure all CCTV media at all times pursuant to 49 C.F.R. § 1542. Access to all CCTV data output will be limited to the CITY, law enforcement agencies and TSA personnel with a need to know in order to operate the system or for law enforcement and security purposes. No part of this provision shall be construed to limit the ability of the CITY and TSA personnel to access the above-referenced media for the purpose of conducting any administrative or criminal investigation. Upon written request, TSA will be provided copies of the data produced for law enforcement investigations, national security investigations, or other administrative investigations, training, or for quality control purposes.

C. Type of Agreement

This Agreement is an "other transaction authority" agreement authorized by 49 U.S.C. § 106(l) (6) and is not a procurement contract, grant or cooperative agreement. It is not intended to be, nor shall it be construed as creating a partnership, corporation, or other business organization.

ARTICLE IV. EFFECTIVE DATE, TERM, AND TERMINATION

The effective date of this Agreement is the date on which it is signed by appropriate representatives for TSA and the CITY, and shall be the date of the last signature ("Effective Date"). The Agreement shall be in effect for a period of one (1) year from the effective date.

ARTICLE V. AUTHORIZED REPRESENTATIVES

1.0 The authorized representative for each party shall act on behalf of that party for all administrative matters related to this Agreement. Each party's authorized representative may appoint one or more others to act as authorized representative for any administrative purpose

related to this Agreement, provided written notice of such appointments are made to the other party to this Agreement. The authorized representatives for the parties are as follows:

For TSA:

Contracting Officer (CO)

Robyn Towles
Transportation Security Administration
TSA – Office of Acquisition – W10-315N
701 S. 12th St
Arlington, VA 20598-6025
Telephone: 571-227-3839
E-mail: robyn.towles@dhs.gov

Program Officer and Contracting Officer Technical Representative (COTR)

Lynn Sciascia
Office of Security Technology, TSA-16
Transportation Security Administration
601 S. 12th Street
Arlington, Virginia 20598
Telephone: 571-227-1165
E-mail: lynn.sciascia@dhs.gov

Alternate Contracting Officer's Technical Representative

James Prokop
Office of Security Technology, TSA-16
Transportation Security Administration
601 S. 12th Street
Arlington, Virginia 20598
Telephone: 571-227-3501
E-mail: james.prokop@dhs.gov

Federal Security Director Representative

Michael Kiel
Long Beach Airport
4100 Donald Douglas Drive
Long Beach, CA 90808
Telephone: 562-619-0172
E-mail: Michael.kiel@dhs.gov

CITY Point of Contact for all Correspondence:
Rachel Korkos, Senior Civil Engineer
Long Beach Airport
4100 Donald Douglas Drive

Long Beach, CA 90808
Telephone: 562-577-8381
E-mail: Rachel.korkos@longbeach.gov

CITY Point of Contact for Invoices:
Claudia Lewis, Administrative Officer
Long Beach Airport
4100 Donald Douglas Drive
Long Beach, CA 90808
Telephone: 562-570-2612
E-mail: Claudia.lewis@longbeach.gov

2.0 The Contracting Officer is the sole authority who can legally obligate the federal government to the expenditure of funds. The TSA COR is responsible for the technical administration of this Agreement and technical liaison with the CITY. The TSA COR is not authorized to change the scope of work, to make any commitment or otherwise obligate the TSA, or authorize changes affecting the amount or level of funding made available in this Agreement pursuant to Article VI herein.

3.0 The CITY must notify the TSA CO and COR in the event that any TSA agent or employee takes any action that may be interpreted by the CITY to be contrary to the scope of work set forth in this Agreement.

ARTICLE VI. CONTRIBUTIONS, FUNDING, AND PAYMENT

1.0 TSA will provide funding to the CITY in an amount not to exceed \$505,839.00. Funds in the amount of \$505,839.00 are hereby obligated and made available for payment for performance of this Agreement. Expenses incurred in executing the work identified herein are chargeable to:

PR: 2109209CT7027
Accounting Code:
5AV090A000D2009SWE030GE000523006200622CTO/ 5904109000320000/252R/TSA
DIRECT/DEF. TASK \$298,220.00

PR: 2109209CT7027
Accounting Code:
5AV089B010D2009SWE044GE012523006200622CTO/5904109000320000/252R/TSA
DIRECT/DEF. TASK \$134,163.00

PR: 2109209CT7027
Accounting Code:
5AV090B010D2009SWE044GE012523006200622CTO/ 5904109000320000/252R/TSA
DIRECT/DEF. TASK \$73,456.00

2.0 The CITY will provide all necessary maintenance and repairs for the Airport CCTV system.

3.0 In the event of termination or expiration of this Agreement, any TSA funds that have not been spent or incurred for allowable expenses prior to the date of termination and are not reasonably necessary to cover termination expenses will be returned and/or de-obligated from this Agreement.

4.0 TSA's liability to make payments to the CITY is limited to the amount of funds obligated and available for payment hereunder, including written modifications to this Agreement.

5.0 Prior to release of final payment, TSA will review the system performance of the CCTV system and determine whether the system conforms to TSA requirements according to the terms of this Agreement. Under no circumstances will TSA be liable for (1) interest charges; (2) any profit to the CITY or (3) costs incurred by the CITY or its subcontractors or agents to perform work not in compliance with the TSA requirements in this Agreement. The TSA Contracting Officer has the right to recoup any payments made to the CITY if the TSA Contracting Officer determines that the invoices exceed the actual costs incurred, or if the effort substantially deviates from the TSA requirements in this Agreement.

6.0 Payment by TSA is conditioned upon receipt by TSA of an invoice identifying project costs that have been incurred. The United States Coast Guard Center performs the payment function on behalf of the TSA. Central Contractor Registration is mandatory for invoice payment; for further information, please refer to <http://www.ccr.gov>.

Invoices shall be submitted at least every sixty (60) days, but not more frequently than every thirty (30) days. Attached to the invoice shall be receipts or other documentation for the work performed, with all appropriate identifications indicating that the obligations have been paid in full. Invoices shall specify the vendor, services provided, and products delivered. Invoices must be submitted to TSA at the billing address identified below, with a copy of each request for payment to the TSA Program Officer and Contracting Officer and identified in Article VI, above.

Billing Address:

United States Coast Guard Finance Center
TSA Commercial Invoices
P.O. Box 4111
Chesapeake, VA 23327-4111

For purposes of submission to the Coast Guard Finance Center, the CITY invoice formats are acceptable. At a minimum, the Invoice should contain:

- Agreement Number HSTS04-09-H-CT7027
- Invoice Date and Invoice Number
- Tax Identification Number
- DUNs Number
- Dollar amount of reimbursement being requested from the TSA funding with sufficient detail of the work/hardware being billed for a determination of scope compliance.
- The CITY Point of Contact with contact information
- Signature of the CITY authorized representative and certification language *"This is to certify that all services set forth herein were performed during the period stated and that incurred costs billed were actually expended for the Project."*

7.0 TSA funds may only be spent for allowable, allocable and reasonable costs in accordance with OMB Circular No. A-87 (codified at 2 C.F.R. Part 225), in effect on the Effective Date of the Agreement.

8.0 In exchange for the CITY agreeing to repair, maintain, and operate the equipment, as set forth in Article III.B.1.3, all equipment acquired by the CITY in performance of this Agreement shall be the property of the CITY, whether purchased with TSA or CITY funds.

ARTICLE VII. AUDITS

1.0 The federal government, including the Comptroller General of the United States, has the right to examine or audit relevant financial records for a period not to exceed three (3) years after expiration of the terms of this Agreement. The CITY and its contractors must maintain an established accounting system that complies with generally accepted accounting principles. Records related to disputes arising out of this Agreement shall be maintained and made available until such disputes have been resolved.

2.0 As used in this provision, "records" includes books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form.

3.0 The CITY shall maintain all records and other evidence sufficient to reflect costs claimed to have been incurred or anticipated to be incurred directly or indirectly in performance of this Agreement. The TSA Contracting Officer or the authorized representative of the TSA Contracting Officer shall have the right to examine and audit those records at any time, or from time to time. The right of examination shall include inspection at all reasonable times at the CITY and at contractor or subcontractor offices directly responsible for the project.

4.0 The CITY will be required to submit cost or pricing data and supporting information in connection with any invoice relating to this Agreement if requested by the Contracting Officer.

5.0 This Article VIII shall not be construed to require the CITY or its contractors or subcontractors to create or maintain any record that they do not maintain in the ordinary course of business pursuant to a provision of law, provided that those entities maintain records which conform to generally accepted accounting practices.

ARTICLE VIII. FLOW DOWN PROVISIONS

The CITY shall include Articles VII, IX, and XVIII, in all contracts or subcontracts relating to this Agreement that exceed \$100,000. Such Articles may be altered only as necessary to identify properly the contracting parties.

ARTICLE IX. REQUIRED FEDERAL PROCUREMENT PROVISIONS

The Catalog of Federal Domestic Assistance Number for this Project is 97.118. The CITY will comply with the Office of Management Budget, A-133 "Audits of States, Local Governments, and Nonprofit Organizations."

The CITY and its contractors shall comply with the following:

1.0 Title VI of the Civil Rights Act of 1964 relating to nondiscrimination in Federally assisted program.

2.0 Where work is covered by the Davis-Bacon Act, Federal Acquisition Regulation Clause 52.222-6 following clause shall apply regarding labor relations to Federally assisted program and provide its contractors with a certification to that effect.

3.0 Federal Acquisition Regulation Clause 52.203-11, "Certification and Disclosure Regarding Payment to Influence Certain Federal Transactions", is incorporated herein by reference into this Agreement.

4.0 Contracts awarded by the CITY of this Project must comply with Federal provisions established by laws and statutes.

ARTICLE X. CHANGES AND MODIFICATIONS

Changes and/or modifications to this Agreement shall be in writing and signed by the TSA Contracting Officer and an authorized representative of the CITY with authority to bind the CITY. The modification shall state the exact nature of the change and/or modification. No oral statement by any person shall be interpreted as modifying or otherwise affecting the terms of this Agreement. The properly signed modification shall be attached to this Agreement and thereby become a part of this Agreement.

ARTICLE XI. TERMINATION

1.0 In addition to any other termination rights provided by this Agreement, either party may terminate this Agreement at any time prior to its expiration date, with or without cause, and without incurring any liability or obligation to the terminated party (other than performance of obligations accrued on or prior to the termination date) by giving the other party at least ninety (90) days written notice of termination. Upon receipt of notice of termination, the receiving party shall take immediate steps to stop the accrual of any additional obligations, which might require payment.

2.0 In the event of termination the following provisions shall remain in full force and effect: Subsections 1.3 and 1.4 and 2.0 of Article III.B. Roles and Responsibilities; Article VII. Audits; Article XII. Disputes; Article XV. Limitation of Liability; Article XVI, Protection of Information; and Article XVIII Publicity.

ARTICLE XII. CONSTRUCTION OF THE AGREEMENT

1.0 Each party acknowledges that all parties hereto participated equally in the negotiation and drafting of this Agreement and any amendments thereto, and that, accordingly, this Agreement shall not be construed more stringently against one party than against the other.

2.0 This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written, of the parties.

3.0 In the event that any Article and/or parts of this Agreement are determined to be void, such Article or portions thereof shall lapse. No such lapse will affect the rights, responsibilities, and obligations of the parties under this Agreement, except as provided therein. If either party determines that such lapse has or may have a material effect on the performance of the Agreement, such party shall promptly notify the other party, and shall negotiate in good faith a mutually acceptable amendment to the Agreement if appropriate to address the effect of the lapse.

ARTICLE XIII. DISPUTES

When possible, disputes will be resolved by informal discussion between the parties. All disputes arising under or related to this Agreement shall be resolved under this Article. Disputes, as used in this Agreement, mean a written demand or written assertion by one of the parties seeking, as a matter of right, the adjustment or interpretation of Agreement terms, or other relief arising under this Agreement. The dispute shall be made in writing and signed by a duly authorized representative of the CITY or the TSA. At a minimum, a dispute under this Agreement shall include a statement of facts, adequate supporting data and a request for relief. In the event that the parties are unable to resolve any disagreement through good faith negotiations, the dispute will be resolved by the TSA Assistant Secretary or his or her designee. The parties

agree that the TSA Assistant Secretary's decision shall be final and not subject to further judicial or administrative review and shall be enforceable and binding upon the parties.

ARTICLE XIV. WARRANTIES

TSA makes no express or implied warranties as to any matter arising under this Agreement, or as to the merchantability, or fitness for a particular purpose of any property, including any equipment, device, or software that may be provided under this Agreement.

ARTICLE XV. LIMITATION OF LIABILITY

Claims for damages of any nature whatsoever pursued under this Agreement shall be limited to direct damages only up to the aggregate amount of funding obligated under this Agreement at the time the dispute arose. In no event shall the TSA or the CITY be responsible for claims for consequential, punitive, special and incidental damages, claims for lost profits, or other indirect damages.

ARTICLE XVI. PROTECTION OF INFORMATION

The parties agree that they shall take appropriate measures to protect all proprietary, confidential, privileged, or otherwise sensitive information that may come into their possession as a result of this Agreement, including Sensitive Security Information (SSI) and operational information.

ARTICLE XVII. LIMITATION OF ASSIGNMENT

The CITY may not assign its rights or obligations under this Agreement to any other entity or person without the prior written consent of the TSA.

ARTICLE XVIII. PUBLICITY

All publicity or public affairs activities related to the subject matter of this Agreement must be coordinated with the TSA Office of Strategic Communication and Public Affairs.

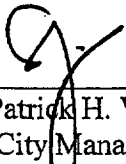
ARTICLE XIX. SURVIVAL OF PROVISIONS

The following provisions of this Agreement shall survive the termination of this Agreement: Article VII – Audits, Article XIII – Disputes, Article XV – Limitation of Liability, and Article XIX – Survival of Provisions.

AGREED:

CITY OF LONG BEACH

TRANSPORTATION SECURITY
ADMINISTRATION

BY:  Assistant City Manager
Patrick H. West
City Manager

BY: _____
Robyn Towles
Contracting Officer

EXECUTED PURSUANT
TO SECTION 301 OF
THE CITY CHARTER

DATE: 9.24.09

DATE: _____

APPROVED AS TO FORM

9/23, 2009
ROBERT E. SHANNON, City Attorney

BY: 
ASSISTANT CITY ATTORNEY

EXHIBIT B

WORKERS' COMPENSATION CERTIFICATION

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

Contractor's Name:

ARINC Incorporated

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

Kate M. Pini

Title: Manager, Contracts & Procurement

Date: June 24, 2010

EXHIBIT C

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: 10WNMF5590
 - B. Name of Insurer (NOT Broker): Hartford Insurance Company of the Midwest
 - C. Address of Insurer: One Hartford Plaza, Hartford, CT 06155
 - D. Telephone Number of Insurer: 860-547-5000

- 2) For vehicles owned by Contractor and used in performing work under this Contract:
 - A. VIN (Vehicle Identification Number): N/A
 - B. Automobile Liability Insurance Policy Number: 10UENMF5593
 - C. Name of Insurer (NOT Broker): Hartford Fire Insurance Company
 - D. Address of Insurer: One Hartford Plaza, Hartford, CT 06155
 - E. Telephone Number of Insurer: 860-547-5000

- 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: 4 (ARINC)
- 5) Estimated total wages to be paid those workers: \$90,000 (ARINC)
- 6) Dates (or schedule) when those wages will be paid: _____
Every other week
(Describe schedule: For example, weekly or every other week or monthly)
- 7) Estimated total number of independent contractors to be used on this Contract: _____
No independent contractors, only subcontractors and suppliers.


- 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 ½ of 1 percent of the Prime Contractor's total bid or \$10,000 (whichever is greater).

Name And Address Of Subcontractor

Classification Or Type Of Work

Name Hamilton Pacific a division of Niscayah, Inc.

Equipment supplier and installation

Address 751 N. Todd Road

Dollar amount of contract \$ 105,730

City Azusa, CA 91702

DBE / MBE / WBE Racial Origin N/A
(Circle one)

Phone no. 626-683-9251

License No. 472512

Name And Address Of Subcontractor

Classification Or Type Of Work

Name _____

Dollar amount of contract \$ _____

Address _____

DBE / MBE / WBE Racial Origin _____
(Circle one)

City _____

Phone no. _____

License No. _____

Name And Address Of Subcontractor

Classification Or Type Of Work

Name _____

Dollar amount of contract \$ _____

Address _____

DBE / MBE / WBE Racial Origin _____
(Circle one)

City _____

Phone no. _____

License No. _____

Name And Address Of Subcontractor

Classification Or Type Of Work

Name _____

Dollar amount of contract \$ _____

Address _____

DBE / MBE / WBE Racial Origin _____
(Circle one)

City _____

Phone no. _____

License No. _____

REPRODUCE AND ATTACH ADDITIONAL SHEETS AS NEEDED

BOND FOR FAITHFUL PERFORMANCE

KNOW ALL MEN BY THESE PRESENTS: That we, ARINC INCORPORATED, a Delaware corporation, as PRINCIPAL, and Westchester Fire Insurance Company, located at 436 Walnut Street, Philadelphia, PA 19106, a corporation, incorporated under the laws of the State of New York, 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 THIRTY NINE THOUSAND EIGHT HUNDRED SIXTY DOLLARS (\$439,860.00) 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.

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 Design, Project Management and Installation of Additional Security Equipment Required by the U.S. Department of Homeland Security, Transportation Security Administration at the Long Beach Airport 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 12th day of May, 2010.

ARINC INCORPORATED
Contractor
By: Keith W. Welsh
Name: Keith W. Welsh
Title: Treasurer

By: Joan L. Decker
Name: Joan L. Decker
Title: Vice President, Controller + Assis. Secretary

Approved as to form this 12 day of July, 2010.

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

WESTCHESTER FIRE INSURANCE COMPANY
SURETY, admitted in California
By: Elizabeth Marrero
Name: Elizabeth Marrero
Title: Attorney-in-Fact
Telephone: (215) 255-1866

Approved as to sufficiency this 6 day of July, 2010.

By: [Signature]
City Manager / City Engineer

- NOTE: 1. Execution of 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 or, 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.

LABOR AND MATERIAL BOND

KNOW ALL MEN BY THESE PRESENTS: That we, ARINC INCORPORATED, a Delaware corporation, as PRINCIPAL, and Westchester Fire Insurance Company, located at 436 Walnut Street, Philadelphia, PA 19106, a corporation, incorporated under the laws of the State of New York, 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, a municipal corporation, in the sum of FOUR HUNDRED THIRTY NINE THOUSAND EIGHT HUNDRED SIXTY DOLLARS (\$439,860.00) 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.

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 Design, Project Management and Installation of Additional Security Equipment Required by the U.S. Department of Homeland Security, Transportation Security Administration at the Long Beach Airport 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 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 12th day of May, 2010.

ARINC INCORPORATED
Contractor
By: Kerth W. Welch
Name: Kerth W. Welch
Title: Treasurer

By: JOHN L. DECKER
Name: JOHN L. DECKER
Title: Vice President, Controller + Assis. Secretary

Approved as to form this 12 day of July, 2010

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

WESTCHESTER FIRE INSURANCE COMPANY
SURETY, admitted in California
By: Elizabeth Marrero
Name: Elizabeth Marrero
Title: Attorney-in-Fact
Telephone: (215) 255-1866

Approved as to sufficiency this 6 day of July, 2010

By: [Signature]
City Manager / City Engineer

NOTE: 1. Execution of 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 or, if executed by a person not listed in Sec. 311, Calif. Corp. Code, then a certified copy of a resolution of its Board of Directors authorizing execution must be attached.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of Maryland

County of Anne Arundel

On June 2, 2010 before me, Sue S. Hadaway, Notary Public, personally appeared Keith W. Welsh + Joan L. Decker 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 Maryland that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

(seal)

Signature Sue S. Hadaway

**My Commission Expires
December 14, 2012**

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of Pennsylvania

County of Philadelphia

On 5/12/2010 before me, Maureen McNeill, Notary Public
(Here insert name and title of the officer)

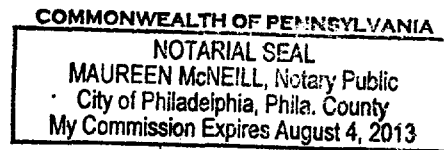
personally appeared Elizabeth Marrero

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 PA that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Maureen McNeill
Signature of Notary Public



(Notary Seal)

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

Faithful Performance & Labor and Material

(Title or description of attached document)

Bond No K08357158

(Title or description of attached document continued)

Number of Pages 7 Document Date 5/12/2010

(Additional information)

INSTRUCTIONS FOR COMPLETING THIS FORM

Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is to be recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he/she/they~~, is /are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
 - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date.
 - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document

CAPACITY CLAIMED BY THE SIGNER

- Individual (s)
 Corporate Officer

(Title)

- Partner(s)
 Attorney-in-Fact
 Trustee(s)
 Other _____

Power of Attorney

WESTCHESTER FIRE INSURANCE COMPANY

Know all men by these presents: That WESTCHESTER FIRE INSURANCE COMPANY, a corporation of the State of New York, having its principal office in the City of Atlanta, Georgia pursuant to the following Resolution, adopted by the Board of Directors of the said Company on December 11, 2006, to wit:

"RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into the ordinary course of business (each a "Written Commitment"):

- (1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.
- (2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such persons written appointment as such attorney-in-fact.
- (3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (4) Each of the Chairman, the President and Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested.

FURTHER RESOLVED, that the Resolution of the Board of Directors of the Company adopted at the meeting held on November 8, 1999 relating to the authorization of certain persons to execute, for and on behalf of the Company, Written Commitments and appointments and delegations, is hereby rescinded.

Does hereby nominate, constitute and appoint Adrienne Seaford, Annette Leuschner, Darella E White, Dennis Lausier, Douglas R Wheeler, Elizabeth Marrero, Maureen McNeill, Richard A Jacobus, Rosemarie Caponi, Sandra E Bronson, Wayne McVaugh, all of the City of PHILADELPHIA, Pennsylvania, each individually if there be more than one named, its true and lawful attorney-in-fact, to make, execute, seal and deliver on its behalf, and as its act and deed any and all bonds, undertakings, recognizances, contracts and other writings in the nature thereof in penalties not exceeding Twenty million dollars & zero cents (\$20,000,000.00) and the execution of such writings in pursuance of these presents shall be as binding upon said Company, as fully and amply as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office,

IN WITNESS WHEREOF, the said Stephen M. Haney, Vice-President, has hereunto subscribed his name and affixed the Corporate seal of the said WESTCHESTER FIRE INSURANCE COMPANY this 11 day of March 2010.

WESTCHESTER FIRE INSURANCE COMPANY



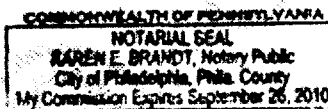
Stephen M. Haney

Stephen M. Haney, Vice President

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF PHILADELPHIA ss.

On this 11 day of March, AD. 2010 before me, a Notary Public of the Commonwealth of Pennsylvania in and for the County of Philadelphia came Stephen M. Haney, Vice-President of the WESTCHESTER FIRE INSURANCE COMPANY to me personally known to be the individual and officer who executed the preceding instrument, and he acknowledged that he executed the same, and that the seal affixed to the preceding instrument is the corporate seal of said Company; that the said corporate seal and his signature were duly affixed by the authority and direction of the said corporation, and that Resolution, adopted by the Board of Directors of said Company, referred to in the preceding instrument, is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at the City of Philadelphia the day and year first above written.



Karen E. Brandt
Notary Public

I, the undersigned Assistant Secretary of the WESTCHESTER FIRE INSURANCE COMPANY, do hereby certify that the original POWER OF ATTORNEY, of which the foregoing is a substantially true and correct copy, is in full force and effect.

In witness whereof, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of the Corporation, this 12th day of May, 2010



William L. Kelly
William L. Kelly, Assistant Secretary

THIS POWER OF ATTORNEY MAY NOT BE USED TO EXECUTE ANY BOND WITH AN INCEPTION DATE AFTER March 11, 2012.

WESTCHESTER FIRE INSURANCE COMPANY

FINANCIAL STATEMENT

DECEMBER 31, 2009

ADMITTED ASSETS

| | |
|----------------------------------|------------------------|
| BONDS | \$2,060,239,269 |
| SHORT - TERM INVESTMENTS | 21,402,589 |
| STOCKS | 0 |
| REAL ESTATE | 0 |
| CASH ON HAND AND IN BANK | 5,053 |
| PREMIUM IN COURSE OF COLLECTION* | 106,852,028 |
| INTEREST ACCRUED | 18,645,574 |
| OTHER ASSETS | 252,407,271 |
| TOTAL ASSETS | \$2,459,551,784 |

LIABILITIES

| | |
|---------------------------------------|----------------------|
| RESERVE FOR UNEARNED PREMIUMS | \$284,403,553 |
| RESERVE FOR LOSSES | 1,226,008,303 |
| RESERVE FOR TAXES | 1,902,245 |
| FUNDS HELD UNDER REINSURANCE TREATIES | 0 |
| OTHER LIABILITIES | 139,987,368 |
| TOTAL LIABILITIES | 1,652,301,469 |

| | |
|---|------------------------|
| CAPITAL: 928,592 SHARES, \$4.85 PAR VALUE | 4,503,671 |
| CAPITAL: PAID IN | 187,844,877 |
| AGGREGATE WRITE-INS FOR SPECIAL SURPLUS FUNDS | 85,912,680 |
| SURPLUS (UNASSIGNED) | 528,989,087 |
| SURPLUS TO POLICYHOLDERS | 807,250,315 |
| TOTAL | \$2,459,551,784 |


(*EXCLUDES PREMIUM MORE THAN 90 DAYS DUE.)

STATE OF PENNSYLVANIA

COUNTY OF PHILADELPHIA

John P. Taylor, being duly sworn, says that he is Vice President of Westchester Fire Insurance Company and that to the best of his knowledge and belief the foregoing is a true and correct statement of the said Company's financial condition as of the 31 st day of December, 2009.

Sworn before me this 12th March 2010

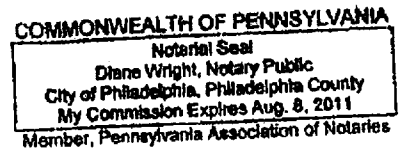


Vice President



Notary Public

August 8, 2011
My commission expires



STATE OF CALIFORNIA
DEPARTMENT OF INSURANCE

SAN FRANCISCO

Certificate of Authority

THIS IS TO CERTIFY, That, pursuant to the Insurance Code of the State of California,

Westchester Fire Insurance Company

of New York, New York, organized under the laws of New York, subject to its Articles of Incorporation or other fundamental organizational documents, is hereby authorized to transact within this State, subject to all provisions of this Certificate, the following classes of insurance: Fire, Marine, Surety, Disability, Plate Glass, Liability, Workmen's Compensation, Common Carrier Liability, Boiler and Machinery, Burglary, Credit, Sprinkler, Team and Vehicle, Automobile, Aircraft, and Miscellaneous as such classes are now or may hereafter be defined in the Insurance Laws of the State of California.

THIS CERTIFICATE is expressly conditioned upon the holder hereof now and hereafter being in full compliance with all, and not in violation of any, of the applicable laws and lawful requirements made under authority of the laws of the State of California as long as such laws or requirements are in effect and applicable, and as such laws and requirements now are, or may hereafter be changed or amended.

IN WITNESS WHEREOF, effective as of the 1st day of July, 1956, I have hereunto set my hand and caused my official seal to be affixed this 27th day of August, 1956.

Fee \$10.00

F. Britton McConnell
Insurance Commissioner

Rec. No. 144567

Filed 7-1-56

By

Deputy

Certification

I, the undersigned Insurance Commissioner of the State of California, do hereby certify that I have compared the above copy of Certificate of Authority with the duplicate of original now on file in my office, and that the same is a full, true, and correct transcript thereof, and of the whole of said duplicate, and said Certificate of Authority is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and caused my official seal to be affixed this 7th day of October, 1954.

John Garamendi
Insurance Commissioner

Jose G. Rivera
Deputy