

CONTRACT

29379

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3 THIS CONTRACT is made and entered, in duplicate, as of
4 November 7, 2005 for reference purposes only, pursuant to a minute order
5 adopted by the City Council of the City of Long Beach at its meeting held on
6 November 1, 2005, by and between ARB, INC., a California corporation,
7 whose address is 26000 Commercentre Drive, Lake Forest, California 92630
8 ("Contractor"), and the CITY OF LONG BEACH, a municipal corporation ("City").

9 WHEREAS, pursuant to a "Notice Inviting Bids For the Construction
10 of 2006 Gas Main and Service Lines Replacement For Long Beach Energy, Long
11 Beach, California" (the "Notice Inviting Bids") and published by the City, bids were
12 received, publicly opened and declared on October 12, 2005, which was the date
13 specified in said Notice Inviting Bids; and

14 WHEREAS, the City Manager accepted the bid of the Contractor; and

15 WHEREAS, the City Council authorized the City Manager to enter a
16 contract with Contractor for the work described in Plans & Specifications No. G-234,
17 G-228, G-228P, and G-228S, respectively;

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

20 1. SCOPE OF WORK. Contractor shall furnish all necessary labor,
21 supervision, tools, materials, supplies, appliances, equipment, and transportation
22 for the work described in (a) "Specifications No. G-234 for Gas Main and Service
23 Line Replacement in the City of Long Beach, California," (b) "Specification G-228
24 for the Construction of Gas Main and Services", (c) "Specification G-228P for
25 Installation of P.E. Gas Main and Services" and (d) "Specification G-228S for
26 Installation of Steel Gas Main" (collectively, the "Plans & Specifications"), said work
27 to be performed according to the Contract Documents identified below. However,
28 this Contract is intended to provide to the City complete and finished work and, to

1 that end, Contractor shall do everything necessary to complete the work, whether
2 or not specifically described in the Contract Documents.

3 2. PRICE AND PAYMENT. City shall pay to Contractor the amount(s)
4 for materials and work identified in Contractor's "Bid for the Construction of 2006
5 Gas Main and Service Lines Replacement for Long Beach Energy Long Beach,
6 California," attached hereto as Exhibit "A" (the "Bid").

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

10 3. CONTRACT DOCUMENTS. The Contract Documents include:
11 The Notice Inviting Bids, Plans & Specifications No. G-234 (which may include by
12 reference the Standard Specifications for Public Works Construction, latest edition,
13 and any supplements thereto, collectively the "Standard Specifications"); the City
14 of Long Beach Standard Plans; the California Code of Regulations; the various
15 Uniform Codes applicable to trades; the prevailing wage rates; Instructions to
16 Bidders; the Bid; the bid security; the City of Long Beach Disadvantaged, Minority
17 and Women-owned Business Enterprise Program; this Contract and all documents
18 attached hereto or referenced herein including but not limited to insurance; Bond
19 for Faithful Performance; Payment Bond; Notice to Proceed; Notice of Completion;
20 any addenda or change orders issued in accordance with the Standard
21 Specifications; any permits required and issued for the work; approved final design
22 drawings and documents; and the Information Sheet. These Contract Documents
23 are incorporated herein by the above reference and form a part of this Contract.

24 Notwithstanding Section 2-5.2 of the Standard Specifications, if any
25 conflict or inconsistency exists or develops among or between Contract Documents,
26 the following priority shall govern: 1) Change Orders; 2) this Contract; 3) Permit(s)
27 from other public agencies; 4) the Plans & Specifications; 5) Addenda; 6) the City
28 of Long Beach Standard Plans; 7) Standard Specifications; 8) other reference

1 specifications; 9) other reference plans; 10) the Bid; and 11) the Notice Inviting Bids.

2 4. TIME FOR CONTRACT. Contractor shall commence work on a
3 date to be specified in a written "Notice to Proceed" from the City and shall
4 complete all work within two hundred twenty (220) working days thereafter, subject
5 to strikes, lockouts and events beyond the control of Contractor. Time is of the
6 essence hereunder. City will suffer damage if the work is not completed within the
7 time stated, but those damages would be difficult or impractical to determine. So,
8 Contractor shall pay to City, as liquidated damages, the amount stated in the
9 Contract Documents.

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

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

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

25 8. CLAIMS. Contractor shall, upon completion of the work, deliver
26 possession thereof to the City ready for use and free and discharged from all claims
27 for labor and materials in doing the work and shall assume and be responsible for,
28 and shall protect, defend, indemnify and hold harmless the City from and against

1 any and all claims, demands, causes of action, liability, loss, costs or expenses for
2 injuries to or death of persons, or damages to property, including property of the
3 City, which arise from or are connected with the performance of the work.

4 9. INSURANCE. Prior to commencement of work, and as a condition
5 precedent to the effectiveness of this Contract, Contractor shall provide to the City
6 evidence of all insurance required in the Contract Documents.

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

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

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

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

1 percentage of work completed and the determination of the City Engineer shall be
2 final.

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

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

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

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

27 15. COVENANT AGAINST ASSIGNMENT. Neither this Contract nor
28 any of the moneys that may become due Contractor hereunder may be assigned

1 by Contractor without the written consent of the City first had and obtained, nor will
2 the City recognize any subcontractor as such, and all persons engaged in the work
3 of construction will be considered as independent contractors or agents of the
4 Contractor and will be held directly responsible to Contractor.

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

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

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

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

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

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

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

28 20. ADVERTISING. Contractor shall not use the name of City, its

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

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

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

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

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

25 25. NO DUTY TO INSPECT. No language in this Contract shall
26 create and City shall not have any duty to inspect, correct, warn of, or investigate
27 any condition arising from Contractor's work hereunder, or to insure compliance with
28 laws, rules or regulations relating to said work. If City does inspect or investigate,

1 the results thereof shall not be deemed compliance with or a waiver of any
2 requirements of the Contract Documents.

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

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

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

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

22 30. DEFAULT. Default shall include but not be limited to Contractor's
23 failure to perform in accordance with the Plans and Specifications, failure to comply
24 with any Contract Document, failure to pay any penalties, fines or charges assessed
25 against the Contractor by any public agency, failure to pay any charges or fees for
26 services performed by the City, and if Contractor has substituted any security in lieu
27 of retention, then default shall also include City's receipt of a stop notice. If default
28 occurs and Contractor has substituted any security in lieu of retention, then in

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

1 addition to City's other legal remedies, City shall have the right to draw on the
2 security in accordance with Public Contract Code Section 22300 and without further
3 notice to Contractor. If default occurs and Contractor has not substituted any
4 security in lieu of retention, then City shall have all legal remedies available to it.

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

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

11 ARB, INC., a California Corporation
12 By 11/9/, 2005 John B. Sandman
13 President
14 John B. Sandman
(Type or Print Name)

15 By 11/9/, 2005 John P. Schauer
16 Secretary
17 John P. Schauer
(Type or Print Name)

18 "Contractor"
19 CITY OF LONG BEACH, a municipal
20 corporation
21 By 11.29., 2005 Maria S. Garcia
22 City Manager

23 "City"

24 This Contract is approved as to form on November 28, 2005.

25 ROBERT E. SHANNON, City Attorney
26 By [Signature]
27 Senior Deputy

28 rfa:cj 10-17-05
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05-04976

EXHIBIT "A"

BID

FOR THE CONSTRUCTION OF 2006

GAS MAIN AND SERVICE LINES REPLACEMENT

FOR LONG BEACH ENERGY

LONG BEACH, CALIFORNIA

In accordance with the Notice Inviting Bids for the above titled work for the City of Long Beach, California, a copy of which is attached hereto and is made a part hereof, to be opened on October 12, 2005 at 10:00 a.m., we propose to furnish all necessary labor, tools, materials, appliances, equipment and engineering services for and perform all work mentioned in said Notice Inviting Bids, in full compliance with the plans and Specification No. G-234 at the following price:

DESCRIPTION	UNIT	ITEM TOTAL
BASE BID	LS	\$..... 6,669,672.00
ADDITIVE ALTERNATE #1	LS	\$..... N/A
ADDITIVE ALTERNATE #2	LS	\$..... 423,500.00 NOT A PART
TOTAL BID (BASE BID + ADDITIVE ALTERNATE #1 & #2)		\$..... 6,669,672.00

NAME OF BIDDER ARB, Inc.

BUSINESS ADDRESS 26000 Commercentre Drive

CITY AND ZIP CODE Lake Forest, CA 92630

TELEPHONE (949)598-9242

The following unit prices will not be considered in determining the lowest responsible bidder but will be utilized for the sole purpose of reimbursing the Contractor for additional work necessitated by unforeseen circumstances which arise during the course of construction. However, if the unit prices appear to be excessive, the Contractor will be required to substantiate with material or rental invoices, time records, etc., any payment request for additional work, which may also include a reasonable amount for overhead and profit.

ITEM	UNIT	UNIT PRICE	QUANTITY	TOTAL COST
Installation of 6" pipe	LF	110.00	5,490.00	603,900.00
Installation of 4" pipe	LF	37.00	22,927.00	848,299.00
Installation of 2" pipe	LF	34.80	57,295.00	1,993,866.00
Excavation and backfill	CY	131.00	6,760.00	885,560.00
Installation of 1" service including riser and trenching and backfill.	Each	1,100.00	90.00	99,000.00
Installation of 3/4" service including riser and trenching and backfill.	Each	900.00	1,605.00	1,444,500.00
Installation of 1" service including riser and trenching and backfill.	Each	800.00	8.00	6,400.00
Installation of 3/4" branch including riser and trenching and backfill.	Each	600.00	168.00	100,800.00
Installation of 2" P.E ball valve including pressure control fittings and savs.	Each	500.00	2.00	1,000.00
Installation of 4" P.E ball valve including pressure control fittings and savs.	Each	900.00	1.00	900.00
Installation of 2" bypass line including pressure control fittings and savs.	Each	600.00	0	0
Mobilization	LS	10,197.00	1.00	10,197.00
Concrete pavement	Sq ft	25.00	8,315.00	207,875.00
Asphalt pavement	Sq ft	12.50	37,390.00	467,375.00
Total Bid				6,669,672.00
* Installation of 3/4" Excess flow valve(if needed)	Each	250.00	0	0

* Not a part of the bid.

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 workers' compensation or to undertake self-insurance in accordance with said provisions before commencing the performance of the Work of this contract.

Contractor's Name:

ARB, Inc.

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

~~A. Theeuwes~~

Title: CFO

Date: 11/09/2025

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) Worker's Compensation Insurance:

A) Policy Number: _____

B) Name of Insurer (**NOT** Broker): _____

C) Address of Insurer: _____

D) Telephone Number of Insurer: _____

2) For vehicles owned by Contractor and used in performing work under this Contract:

A) VIN (Vehicle Identification Number): _____

B) Automobile Liability Insurance Policy Number: _____

C) Name of Insurer (**NOT** Broker): _____

D) Address of Insurer: _____

E) Telephone Number of Insurer: _____

3) Address of property used to house workers on this Contract, if any:

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

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

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

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

7) Estimated total number of independent contractors to be used on this Contract:
_____ (Attach a list of contractor's license numbers with the names, if known)

8) Taxpayer's Identification Number: _____

EXHIBIT "D"

SEP-13-04 08:51

From: CITY OF LONG BEACH PUBLIC WORKS DEPT

15625706012

T-233 P.09/11 Job-653

LIST OF SUBCONTRACTORS

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

Name and Address of Subcontractor

Name California Boring
Address 770 North Eckhoff Street
City Orange CA 92868
Phone No. 714-920-7619

Classification or Type of Work

Boring
Dollar Amount of Contract \$ 156,682.00
MBE / WBE / OTHER Racial Origin
License No. 689006

Name Keep It Moving
Address 6709 LaTijera Blvd. # 139
City Los Angeles CA 90045
Phone No. 213-216-1443

10 Wheel Dump
Dollar Amount of Contract \$ 151,360.00
MBE / WBE / OTHER Racial Origin African American
License No. CA253311

Name Bill Petty's Backhoe Service
Address 13203 Barlin Avenue
City Downey CA 90242
Phone No. 562-630-3162

Backhoe
Dollar Amount of Contract \$ 545,050.50
MBE / WBE / OTHER Racial Origin
License No.

Name
Address
City
Phone No.

Dollar Amount of Contract \$
MBE / WBE / OTHER Racial Origin
License No.

Name
Address
City
Phone No.

Dollar Amount of Contract \$
MBE / WBE / OTHER Racial Origin
License No.

** REPRODUCE AND ATTACH ADDITIONAL SHEETS AS NEEDED.

Memo 1/260-8/96