



1 work identified in Contractor's "Bid for the Construction of 2009 Gas Main and  
2 Service Lines Replacement for Long Beach Gas and Oil, Long Beach, California,"  
3 attached hereto as Exhibit "A" (the "Bid").

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

7 3. CONTRACT DOCUMENTS.

8 A. The Contract Documents include: The Notice Inviting Bids,  
9 Plans & Specifications No. G-260 (which may include by reference the Standard  
10 Specifications for Public Works Construction, latest edition, and any supplements  
11 thereto, collectively the "Standard Specifications"); the City of Long Beach  
12 Standard Plans; the California Code of Regulations; the various Uniform Codes  
13 applicable to trades; the prevailing wage rates; Instructions to Bidders; the Bid; the  
14 bid security; the City of Long Beach Disadvantaged, Minority and Women-Owned  
15 Business Enterprise Program; this Contract and all documents attached hereto or  
16 referenced herein including but not limited to insurance; Bond for Faithful  
17 Performance; Payment Bond; Notice to Proceed; Notice of Completion; any  
18 addenda or change orders issued in accordance with the Standard Specifications;  
19 any permits required and issued for the work; approved final design drawings and  
20 documents; and the Information Sheet. These Contract Documents are  
21 incorporated herein by the above reference and form a part of this Contract.

22 B. Notwithstanding Section 2-5.2 of the Standard Specifications,  
23 if any conflict or inconsistency exists or develops among or between Contract

1           4.     TIME FOR CONTRACT. Contractor shall commence work on a date  
2 to be specified in a written "Notice to Proceed" from City and shall complete all work  
3 within one hundred thirty-five (135) working days thereafter, subject to strikes, lockouts  
4 and events beyond the control of Contractor. Time is of the essence hereunder. City will  
5 suffer damage if the work is not completed within the time stated, but those damages  
6 would be difficult or impractical to determine. So, Contractor shall pay to City, as  
7 liquidated damages, the amount stated in the Contract Documents.

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

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

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

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

CITY ATTORNEY  
JON, City Attorney  
ulevard, 11th Floor  
A 90802-4664

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

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

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

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

1 or regulation, in addition to all other rights and remedies reserved to the parties  
2 City may by resolution of the City Council suspend performance hereunder until  
3 the cause of disability is removed, extend the time for performance, make changes  
4 in the character of the work or materials, or terminate this Contract without liability  
5 to either party.

6 13. NOTICES.

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

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

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

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

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16. CERTIFIED PAYROLL RECORDS.

A. Contractor shall keep and shall cause each subcontractor performing any portion of the work under this Contract to keep an accurate payroll record, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee

under this Contract or subcontractor in connection with the work all in

1 make the City whole for any such loss or pay for any damage. If Contractor fails or  
2 refuses to make the City whole or pay, then City may do so and the cost and expense of  
3 doing so shall be deducted from the amount due Contractor from City hereunder.

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

7 19. TAXES AND TAX REPORTING.

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

14 B. Contractor shall cooperate with City in all matters relating to  
15 taxation and the collection of taxes, particularly with respect to the self-accrual of  
16 use tax. Contractor shall cooperate as follows: (i) for all leases and purchases of  
17 materials, equipment, supplies, or other tangible personal property totaling over  
18 \$100,000 shipped from outside California, a qualified Contractor shall complete  
19 and submit to the appropriate governmental entity the form in Appendix "A"  
20 attached hereto; and (ii) for construction contracts and subcontracts totaling  
21 \$5,000,000 or more, Contractor shall obtain a sub-permit from the California Board  
22 of Equalization for the Work site. "Qualified" means that the Contractor purchased  
23 at least \$500,000 in tangible personal property that was subject to sales or use tax  
24 in the previous calendar year.

25 C. In completing the form and obtaining the permit(s), Contractor  
26 shall use the address of the Work site as its business address and may use any  
27 address for its mailing address. Copies of the form and permit(s) shall also be  
28 delivered to the City Engineer. The form must be submitted and the permit(s)

1 obtained as soon as Contractor receives a Notice to Proceed. Contractor shall not  
2 order any materials or equipment over \$100,000 from vendors outside California  
3 until the form is submitted and the permit(s) obtained and, if Contractor does so, it  
4 shall be a material breach of this Contract. In addition, Contractor shall make all  
5 purchases from the Long Beach sales office of its vendors if those vendors have a  
6 Long Beach office and all purchases made by Contractor under this Contract  
7 which are subject to use tax of \$500,000 or more shall be allocated to the City of  
8 Long Beach. Contractor shall require the same form and permit(s) from its  
9 subcontractors.

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

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

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

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

26 23. THIRD PARTY BENEFICIARY. This Contract is intended by the  
27 parties to benefit themselves only and is not in any way intended or designed to or  
28 entered for the purpose of creating any benefit or right of any kind for any person or entity

1 that is not a party to this Contract.

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

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

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

19           27. INTEGRATION. This Contract, including the Contract Documents  
20 identified in Section 3 hereof, constitutes the entire understanding between the parties  
21

1 discriminate in employment or in the performance of this Contract on the basis of race,  
2 religion, national origin, color, age, sex, sexual orientation, gender identity, AIDS, HIV  
3 status, handicap or disability. It is the policy of the City to encourage the participation of  
4 Disadvantaged, Minority and Women-Owned Business Enterprises, and the City  
5 encourages Contractor to use its best efforts to carry out this policy in the award of all  
6 subcontracts.

7           30. DEFAULT. Default shall include but not be limited to Contractor's  
8 failure to perform in accordance with the Plans and Specifications, failure to comply with  
9 any Contract Document, failure to pay any penalties, fines or charges assessed against  
10 Contractor by any public agency, failure to pay any charges or fees for services  
11 performed by the City, and if Contractor has substituted any security in lieu of retention,  
12 then default shall also include City's receipt of a stop notice. If default occurs and  
13 Contractor has substituted any security in lieu of retention, then in addition to City's other  
14 legal remedies, City shall have the right to draw on the security in accordance with Public  
15 Contract Code Section 22300 and without further notice to Contractor. If default occurs  
16 and Contractor has not substituted any security in lieu of retention, then City shall have  
17 all legal remedies available to it.

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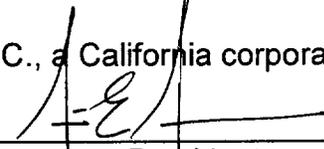
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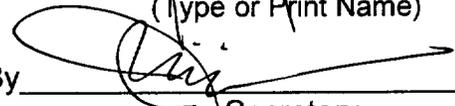
1 IN WITNESS WHEREOF, the parties have caused this document to be duly  
2 executed with all formalities required by law as of the date first stated above.

3  
4 February 6, 2009

ARB, INC., a California corporation

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

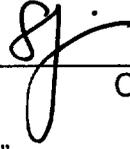
6  
7 February 6, 2009

By   
Secretary  
John M. Perisich  
(Type or Print Name)

"Contractor"

11  
12 3-12, 2009

CITY OF LONG BEACH, a municipal corporation

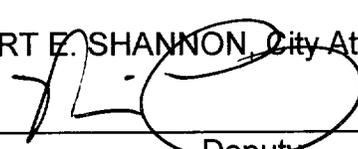
By   
Assistant City Manager  
City Manager

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

"City"

15 This Contract is approved as to form on February 19  
16 2009.

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”

Contractor’s Bid

BIDDER'S NAME: ARB, Inc.

**IMPORTANT**  
**READ CAREFULLY**  
**BEFORE MAKING OUT YOUR BID**  
INSTRUCTIONS TO BIDDERS

Do not remove any documents from or add any documents to this file. Any such



NOTICE INVITING BIDS

FOR THE CONSTRUCTION OF 2009  
GAS MAIN AND SERVICE LINES REPLACEMENT  
FOR LONG BEACH GAS AND OIL DEPARTMENT  
LONG BEACH, CALIFORNIA

NOTICE IS HEREBY GIVEN that sealed bids will be received at the office of the Director, Long Beach Gas and Oil, 2400E Spring Street, Long Beach, California 90806, until 10:00 a.m. on January 14, 2009, at which time said bids will be publicly opened and declared for furnishing all necessary labor, tools, appliances, equipment and engineering services for, and performing the work of installing and retiring gas mains and service lines in accordance with the plans and "Specification No. G-260 for the Construction of 2009 Gas Main and Service Lines Replacement for LBGO, Long Beach, California" on file at Long Beach Gas and Oil Department (LBGO), to which plans and specifications reference is hereby made for further particulars.

Bids are required for the entire work described herein.

Copies of said plans and specifications may be obtained by prior arrangement on or after the following publication of this notice at LBGO, telephone (562) 570-2016, 2400 East Spring Street, Long Beach,

work is to be performed for each craft, classification or type of workers needed to execute the contract.. It shall be mandatory upon the contractor to whom the contract is awarded, and his/her subcontractors, to pay not less than the said prevailing rate of wages to all workers employed by the contractor or said subcontractors in the execution of the contract.

Each bid shall be accompanied by a certified check or bank draft payable to the City Auditor of the City of Long Beach, and drawn on a solvent bank in the United States of America, or a satisfactory bond of an amount not less than ten percent (10%) of such bid, as a guarantee that the bidder, if awarded a contract, will execute and deliver to the Director of Long Beach Gas & Oil, within fifteen (15) calendar

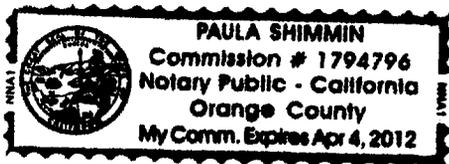
days after such contract is tendered, a contract for furnishing all necessary labor, tools, materials, appliances and equipment for, and doing the work called for herein, together with a good and sufficient corporate surety bond in favor of the City of Long Beach, for an amount of not less than one hundred percent (100%) of such contract price for the faithful performance of such contract, and a good and

price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

(4) Gregory S. Dahl

Subscribed and sworn to before me on this 13th day of January, 2009, by Gregory S. Dahl, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Notary Seal



(5) Paula Shimmin

**BID**  
**FOR THE CONSTRUCTION OF 2009**  
**GAS MAIN AND SERVICE LINES REPLACEMENT**  
**FOR LONG BEACH GAS AND OIL**  
**LONG BEACH, CALIFORNIA**

In accordance with the Notice Inviting Bids for the above titled work for the City of Long Beach, California, a copy of which is attached hereto and is made a part hereof, to be opened on January 14, 2009 at 10:00 a.m., we propose to furnish all necessary labor, tools, appliances, equipment and engineering services for and perform all work mentioned in said Notice Inviting Bids, in full compliance with the Plans and Specification No. G-260 at the following price:

DESCRIPTION	UNIT	ITEM TOTAL
GAS MAIN & SERVICE LINES REPLACEMENT	LS	\$2,913,385.00

NAME OF BIDDER ARB, Inc.

BUSINESS ADDRESS 26000 Commercentre Drive

CITY AND ZIP CODE Lake Forest CA 92630

TELEPHONE 949-598-9242

Partnership (General)      Names of Other General Partners  
 Partnership (Limited)      Names of Other Partners  
 Limited Liability Company  
 Corporation      Incorporated Under the Laws of the State of California

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

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

## PROJECT COST ANALYSIS

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 if actual scope of work differs from this specifications.

ITEM	UNIT	UNIT PRICE	QUANTITY	TOTAL COST
Installation of 6" PE pipe & fittings including trenching, backfill and pavement	LF	\$110.00		
Installation of 4" PE pipe & fittings including trenching, backfill and pavement	LF	\$52.00		
Installation of 2" PE pipe & fittings including trenching, backfill and pavement	LF	\$47.00		
Installation of 2" STL pipe & fittings including trenching, backfill and pavement	LF	\$100.00		
Installation of 3" STL pipe & fittings including trenching, backfill and pavement	LF	\$105.00		
Installation of 4" STL pipe & fittings including trenching, backfill and pavement	LF	\$120.00		
Installation of 3/4" service including riser assembly, trenching and backfill and pavement	Each	\$1,002.00		
Installation of 1" service including riser assembly, trenching and backfill and pavement	Each	\$1,028.00		
Installation of 1 1/4" service including riser assembly, trenching and backfill and pavement	Each	\$1,131.00		
Tie over 3/4" service including riser and trenching and backfill.	Each	\$600.00		
Tie over 1" service including riser and trenching and backfill.	Each	\$650.00		
Tie over 1 1/4" service including riser and trenching and backfill.	Each	\$700.00		
Installation tapping and stopping of 6" pressure control fittings.	Each	\$5,000.00		
Installation tapping and stopping of 4" pressure control fittings	Each	\$4,000.00		
Installation tapping and stopping of 3" pressure control fittings	Each	\$2,500.00		
Installation tapping and stopping of 2" pressure control fittings	Each	\$2,000.00		
Mobilization	LS	\$15,000.00		
Installation of Excess flow valve	Each	\$600.00		
<b>Total Bid</b>				

SPECIFICATION FOR THE CONSTRUCTION OF 2009  
GAS MAIN AND SERVICE LINES REPLACEMENT  
  
FOR LONG BEACH GAS AND OIL DEPARTMENT  
  
LONG BEACH, CALIFORNIA

CERTIFICATION OF SITE EXAMINATION

Each bidder shall be fully informed of the conditions relating to the construction of the project and the employment of labor thereon. Failure to do so will not relieve a successful bidder of this obligation to furnish all labor, equipment and tools necessary to carry out the provisions of this Contract. Each bidder shall examine the site for the work described herein.

This is to certify that I have examined the subject construction site and the bid is complete and there will be no additional payment for failure to examine the site thoroughly.

December 29, 2008  
Date of Site Examination

ARB, Inc.  
Company

Ben Waid  
Printed Name of Company Representative

  
Signature of Representative

January 13, 2009  
Date

Contractor directs the City's attention to Continuous Bidder's Bond (CBB) # \_\_\_\_\_ CC-LM-C on file in the office of the City Clerk of the City of Long Beach. If a CBB is not on file, please accept the bidder's bond listed below:

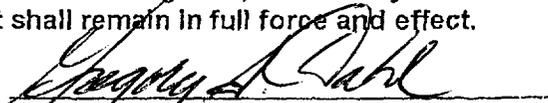
CITY OF LONG BEACH BIDDER'S BOND

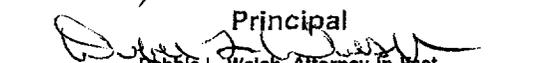
KNOW ALL MEN BY THESE PRESENTS: That we, ARB, Inc.  
\_\_\_\_\_, as Principal, and Liberty Mutual Insurance Company  
\_\_\_\_\_, a corporation, organized and existing under and by virtue  
of the laws of the State of Massachusetts, with its principal place of business in the  
City of Boston, State of Massachusetts, with a paid up capital of not less  
than Two Hundred Fifty Thousand Dollars (\$250,000.00), incorporated, as aforesaid, for the  
purpose of making, guaranteeing or becoming a surety upon bonds and undertakings  
required or authorized by law, and having heretofore complied with all of the requirements  
of law of the State of California regulating the formation or admission of such corporation  
to transact business in this State, as Surety, are held firmly bound unto the City of Long  
Beach, a municipal corporation, organized under the laws of the State of California, and  
situated in the County of Los Angeles, in the sum of

Ten Percent of Bid Amount ----- Dollars (\$10% of Bid Amt.)  
lawful money of the United States of America, for the payment whereof the Principal and  
sureties bind themselves, their heirs, executors, administrators, successors and assigns,  
jointly and severally, firmly by these presents.

The condition of the above obligation is such that:

If the bid of said Principal shall be accepted by the City of Long Beach and the  
contract for delivery of goods, materials, equipment or supplies, or for the furnishing of  
services, materials, supplies, labor and performing work, all as specified in the  
Specifications, notice inviting bids, and bid is awarded to the Principal, and if principal  
shall execute and submit all contract documents and insurance within fifteen (15) calendar  
days after delivery of them to Principal, and if Principal shall, in connection with said  
contract, furnish and deliver to the City of Long Beach a good and sufficient faithful  
performance bond, if required in the notice inviting bids, and a good and sufficient labor  
and material (payment) bond, if required in the notice inviting bids, with surety or sureties,  
then this obligation shall be void; otherwise it shall remain in full force and effect.

  
\_\_\_\_\_  
ARB, Inc.

Principal  
  
\_\_\_\_\_  
Debbie L. Welsh, Attorney-in-Fact  
Liberty Mutual Insurance Company

Surety

The bond shall be signed by both parties and all signatures shall be notarized.

USE OF A NON-CITY OF LONG BEACH BID BOND MAY BE CAUSE FOR REJECTION

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

State of California )  
 )SS.  
County of Orange )

On January 13, 2009 before me, Paula Shimmin, Notary Public,  
Date Name and Title of Officer

personally appeared Gregory S. Dahl,  
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Paula Shimmin  
Signature of Notary Public



**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

State of California

County of MARIN

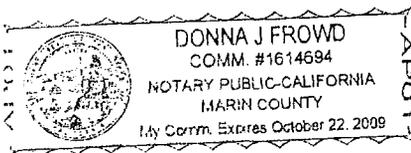
On January 14, 2009 before me, Donna J. Frowd, Notary Public, personally appeared Debbie L. Welsh who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

(seal)

Signature Donna J. Frowd



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

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

LIBERTY MUTUAL INSURANCE COMPANY  
BOSTON, MASSACHUSETTS  
POWER OF ATTORNEY

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

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

.....  
, each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations in the penal sum not exceeding **SEVENTY FIVE MILLION AND 00/100\*\*\*\*\*** DOLLARS (\$ **75,000,000.00\*\*\*\*\***) each, and the execution of such undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents, shall be as binding upon the Company as if they had been duly signed by the president and attested by the secretary of the Company in their own proper persons.

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

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

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

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

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

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

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Company and the corporate seal of

er of credit, bank deposit,  
value guarantees.

orney call  
am EST on any business day.

NONCOLLUSION AFFIDAVIT TO BE EXECUTED  
BY BIDDER AND SUBMITTED WITH BID

State of California }  
County of Orange } ss.

(1) Gregory S. Dahl, being first duly sworn, deposes and says that he or she is (2) Vice President of (3) ARB, Inc. the party making the foregoing bid that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder or to fix any overhead, profit, or cost element of the bid

# ADDENDA ACKNOWLEDGMENT / SIGNATURE PAGE

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

Is the Bidder a Minority-Owned or Woman-Owned Business Enterprise?  
(Please check one or both, if applicable).

Yes /  No  
(Circle One)

Woman-Owned

Minority-Owned

Which Racial Minority? \_\_\_\_\_

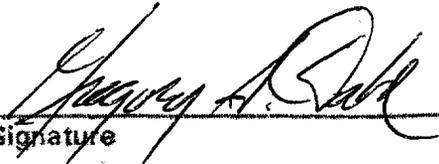
This information will be used for statistical analysis only. The contract will be awarded to the lowest responsible bidder.

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

Respectfully submitted,

ARB, Inc.  
Legal Name of Company

By

  
Signature

Gregory S. Dahl, Vice President  
Print Name / Title

Individual  
 Joint Venture

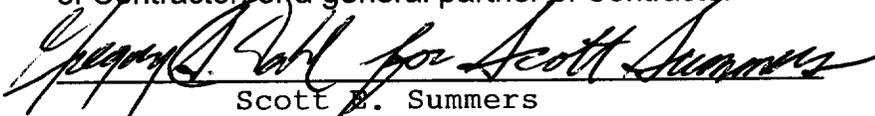
**WORKERS' COMPENSATION CERTIFICATION**

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



Scott E. Summers  
Title: President, ARB, Inc.

Date: 2/9/09

**EXHIBIT "B"**

INFORMATION TO COMPLY WITH LABOR CODE SEC. 2810

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

- 1) Workers' Compensation Insurance:
  - A. Policy Number: WC1591226
  - B. Name of Insurer (NOT Broker): State of Pennsylvania, Insurance Co. of the
  - C. Address of Insurer: 121 Spear Street, San Francisco, CA 94105
  - D. Telephone Number of Insurer: 415-836-2700
  
- 2) For vehicles owned by Contractor and used in performing work under this Contract:
  - A. VIN (Vehicle Identification Number): ARB Fleet Vehicles
  - B. Automobile Liability Insurance Policy Number: CA4806897
  - C. Name of Insurer (NOT Broker): National Union Fire Insurance Co. of PA
  - D. Address of Insurer: 45 S. 7th Street, Minneapolis, MN 55402
  - E. Telephone Number of Insurer: 612-341-0221
  
- 3) Address of Property used to house workers on this Contract, if any: N/A
  
- 4) Estimated total number of workers to be employed on this Contract: 20
  
- 5) Estimated total wages to be paid those workers: \$376,200.00
  
- 6) Dates (or schedule) when those wages will be paid: Weekly

# EXHIBIT “D”

List of Subcontractors:

**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 1/4 of 1 percent of the Prime Contractor's total bid or \$10,000 (whichever is greater).

**Name and Address of Subcontractor**

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

**Classification or Type of Work**

Dump Trucks  
 Dollar Amount of Contract \$ 90,350.00  
 MBE / WBE / OTHER Racial Origin African American  
(circle one)  
 License No. CA 253311

Name Bill Petty Backhoe Services  
 Address 13202 Barlin Avenue  
 City Downey CA 91242  
 Phone No. 562-630-3162

Backhoes  
 Dollar Amount of Contract \$ 286,944.00  
 MBE / WBE / OTHER Racial Origin Caucasian  
(circle one)  
 License No. \_\_\_\_\_

Name California Boring  
 Address 770 N. Eckhoff Street  
 City Orange CA 92868  
 Phone No. 714-456-9650

Boring  
 Dollar Amount of Contract \$ 111,450.00  
 MBE / WBE / OTHER Racial Origin N/A  
(circle one)  
 License No. 689006

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

Taps & Stops - Gas Handling  
 Dollar Amount of Contract \$ 31,600.00  
 MBE / WBE / OTHER Racial Origin N/A  
(circle one)  
 License No. 844802

Name \_\_\_\_\_  
 Address \_\_\_\_\_  
 City \_\_\_\_\_  
 Phone No. \_\_\_\_\_

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

\* REPRODUCE AND ATTACH ADDITIONAL SHEETS AS NEEDED

APPENDIX "A"

**APPLICATION FOR  
USE TAX DIRECT PAYMENT PERMIT**

STATE OF CALIFORNIA  
BOARD OF EQUALIZATION

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

**SECTION I - BUSINESS INFORMATION**

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

**SECTION II - MULTIPLE BUSINESS LOCATIONS**

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

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

**SECTION III - CERTIFICATION STATEMENT**

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

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

I am a county, city, city and county, or redevelopment agency.

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

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

SIGNATURE	TITLE
NAME (typed or printed)	DATE

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

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

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

## Use Tax Direct Payment Exemption Certificate

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

\_\_\_\_\_  
(Name of Vendor)

---

**NOTICE TO INDIVIDUALS REGARDING INFORMATION  
FURNISHED TO THE BOARD OF EQUALIZATION**

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

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

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

As authorized by law, information requested by an application for a permit or license could be disclosed to other agencies, including, but not limited to, the proper officials of the following: 1) United States governmental agencies: U.S. Attorney's Office; Bureau of Alcohol, Tobacco and Firearms; Depts. of Agriculture, Defense, Justice; Federal Bureau of Investigation; General Accounting Office; Internal Revenue Service; the Interstate Commerce Commission; 2) State of California governmental agencies and officials: Air Resources Board; Dept. of Alcoholic Beverage Control; Auctioneer Commission; Employment Development Department; Energy Commission; Exposition and Fairs; Food &

DISPLAY CONSPICUOUSLY AT PLACE OF BUSINESS FOR WHICH ISSUED

CALIFORNIA STATE BOARD OF EQUALIZATION  
USE TAX DIRECT PAYMENT PERMIT



ACCOUNT NUMBER

**DRAFT**

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

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

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

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

BOE-442-DPLZ (1-98)

**NOTICE TO INDIVIDUALS REGARDING  
INFORMATION FURNISHED TO THE BOARD OF EQUALIZATION**

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



# CITY OF LONG BEACH

RISK MANAGEMENT BUREAU

333 WEST OCEAN BOULEVARD, 13<sup>TH</sup> FLOOR ♦ LONG BEACH, CALIFORNIA 90802

GERALD R. MILLER  
CITY MANAGER

## ADDITIONAL INSURED ENDORSEMENT - CONTRACTS/POs

Department: \_\_\_\_\_

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

**A. CITY CONTRACT, PURCHASE ORDER OR OTHER ID INFORMATION**

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

**B. GENERAL OR OTHER LIABILITY POLICY INFORMATION**

1. Insurance Company: National Union Fire Insurance Company of Pittsburgh PA
2. Policy No.: GL0848664
3. Policy term/endorsement effective date: 2/28/09 Policy term/endorsement expiration date: 2/28/2010
4. Named Insured: ARB, Inc.
5. Address of Named Insured: 26000 Commercentre Drive, Lake Forest, CA 92630
6. Policy Limits (\$1 million/\$2 million, unless otherwise specified) Occurrence: \$ 2,000,000 Aggregate: \$ 4,000,000
7. Deductible or Self-Insured Retention (all, unless otherwise specified): \_\_\_\_\_



instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Paula Shimmin  
Signature of Notary Public



# CITY OF LONG BEACH

## RISK MANAGEMENT BUREAU

333 WEST OCEAN BOULEVARD, 13<sup>TH</sup> FLOOR ♦ LONG BEACH, CALIFORNIA 90802

GERALD R. MILLER  
CITY MANAGER

### ADDITIONAL INSURED ENDORSEMENT - AUTO LIABILITY

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

#### A. AUTO LIABILITY POLICY INFORMATION

1. Insurance Company National Union Fire Insurance Company of Pittsburgh PA
  2. Policy No. CA0948457 Policy term (from) 02/28/09 (to) 02/28/2010
  3. Endorsement effective date 2/28/09 Endorsement expiration date 2/28/2010
  4. Named Insured ARB, Inc.
  5. Address of Named Insured 26000 Commercentre Drive, Lake Forest, CA 92630
  6. Deductible or Self-Insured Retention (nil unless otherwise specified) \$ 100,000 Deductible
  7. Policy Limits: CSL per accident \$ 2,000,000 BI per person/BI per accident/PI: \$
  8. Coverage: Any auto  All owned autos  Scheduled autos  Hired autos  Non-owned autos
  9. Coverage form: CA 00 01 06 92 and endorsement CA 00 25 Other CA 00 01 12/04
- If excess, the policy must afford coverage at least as broad as CA 00 01 06 92 and endorsement CA 00 25:

#### B. POLICY AMENDMENTS

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

1. **ADDITIONAL INSURED.** The City of Long Beach, and its boards, departments, commissions, officials, employees and agents are included as additional insureds with regard to all loss, claims, damages, settlement, expenses, and costs (including but not limited to attorney's fees and defense and investigation expenses) arising from the automobile accidents mentioned in the attached schedule.



# CITY OF LONG BEACH

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

GERALD R. MILLER  
CITY MANAGER

## WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY ENDORSEMENT

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

### A. POLICY INFORMATION

1. Insurance Company National Union Fire Insurance Company of Pittsburgh PA
2. Policy No. XWC4375862 Policy term (from) 02/28/09 (to) 02/28/2010
3. Endorsement effective date 02/28/09 Endorsement expiration date 02/28/2010
4. Named Insured ARB, Inc.
5. Address of Named Insured 26000 Commercentre Drive, Lake Forest, CA 92630
6. Employer's Liability limit: \$ \$1,000,000

### B. POLICY AMENDMENTS

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

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

### C. SIGNATURE OF INSURER OR AUTHORIZED REPRESENTATIVE OF THE INSURER

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

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

2/27/09  
DATE

TITLE: Underwriter

ORGANIZATION: AIG Global Energy

ADDRESS: 777 S. Figueroa St., 16th Floor, Los Angeles, CA

TELEPHONE: 213 689-3871 FAX: 213 689-1861

### Recommend Approval

GERALD R. MILLER

Bond #024022455  
Premium: \$21,847.00

BOND FOR FAITHFUL PERFORMANCE

KNOW ALL MEN BY THESE PRESENTS: That we, ARB, Inc., as PRINCIPAL, and Liberty Mutual Insurance Company, located at 505 South Main St., Suite 830, Orange, CA 92868

, a corporation, incorporated under the laws of the State of Massachusetts admitted as a surety in the State of California and authorized to transact business in the State of California, as SURETY, are held and firmly bound unto the CITY OF LONG BEACH, CALIFORNIA, a municipal corporation, in the sum of Two Million Nine Hundred Thirteen Thousand Three Hundred Eighty Five and 00/100 ----- DOLLARS (\$2,913,385.00 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 Construction of 2009 Gas Main and Service Lines Replacement for Long Beach Gas and Oil, Long Beach, California and is required by said City to give this bond in connection with the execution of said contract;

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

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

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

ARB, Inc.  
CONTRACTOR/PRINCIPAL

Liberty Mutual Insurance Company  
SURETY, admitted in California

By: \_\_\_\_\_  
Name: Scott E. Summers  
Title: President

By: \_\_\_\_\_  
Name: Debbie L. Welsh  
Title: Attorney-in-Fact

Telephone: 415-892-1080

By: \_\_\_\_\_  
Name: John M. Perisich  
Title: SVP, Secretary, Gen Counsel

Approved as to form this 9 day of March, 2009.

Approved as to sufficiency this 12 day of March, 2009.  
**EXECUTED PURSUANT TO SECTION 301 OF THE CITY CHARTER**

ROBERT E. SHANNON, City Attorney  
By: \_\_\_\_\_  
Deputy

By: \_\_\_\_\_  
Assistant City Manager  
City Manager/City Engineer

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

DFG:rmh (12-18-01)  
BONDFAITHFUL.BOI.WPD\*

Recommend Approval  
Carl Steel  
Risk Management  
Consultant 3-2-9

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

State of California )  
 )SS.  
County of Orange )

On February 25, 2009 before me, Paula Shimmin, Notary Public,  
Date Name and Title of Officer

personally appeared Scott E. Summers,  
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/~~she~~/they executed the same in his/~~her~~/their authorized

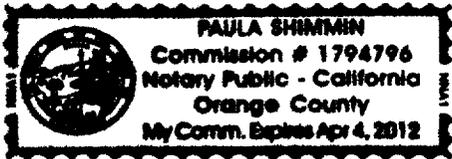
**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

State of California )  
 )SS.  
County of Orange )

On February 25, 2009 before me, Paula Shimmin, Notary Public,  
Date Name and Title of Officer

personally appeared John M. Perisich,  
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Paula Shimmin  
Signature of Notary Public

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

State of California

County of MARIN

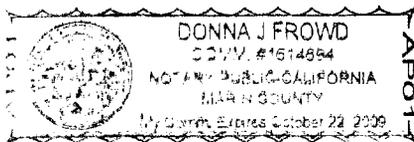
On February 25, 2009 before me, Donna J. Frowd, Notary Public, personally appeared Debbie L. Welsh who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that ~~he~~/she/~~they~~ executed the same in ~~his~~/her/~~their~~ authorized capacity(ies), and that by ~~his~~/her/~~their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

(seal)

Signature Donna J. Frowd



Bond #024022455  
Premium: Incl. in Performance Bond

LABOR AND MATERIAL BOND

KNOW ALL PERSONS BY THESE PRESENT: That we, ARB, Inc.,  
as PRINCIPAL, and Liberty Mutual Insurance Company  
located at 505 South Main St., Suite 830, Orange, CA 92868,  
a corporation, incorporated under the laws of the State of  
Massachusetts admitted as a surety in the State of California and authorized to transact business in the State of California, as  
Surety are held and firmly bound unto the CITY OF LONG BEACH, CALIFORNIA a municipal corporation in the sum of \_\_\_\_\_



**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

State of California )  
 ) SS.  
County of Orange )

On February 25, 2009 before me, Paula Shimmin, Notary Public,  
Date Name and Title of Officer

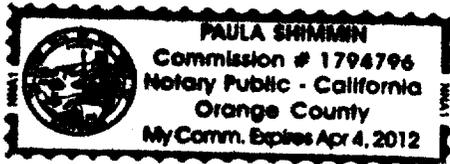
personally appeared John M. Perisich,  
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Paula Shimmin  
Signature of Notary Public



**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

State of California

County of MARIN

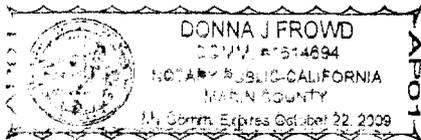
On February 25, 2009 before me, Donna J. Frowd, Notary Public, personally appeared Debbie L. Welsh who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

(seal)

Signature Donna J. Frowd



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

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

LIBERTY MUTUAL INSURANCE COMPANY  
BOSTON, MASSACHUSETTS  
POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS, That Liberty Mutual Insurance Company (the "Company"), a Massachusetts stock insurance