

1 Service Lines Replacement for Long Beach Gas and Oil in the City of Long Beach,
2 California," attached hereto as Exhibit "A".

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

6 3. CONTRACT DOCUMENTS.

7 A. The Contract Documents include: The Notice Inviting Bids,
8 Project Specifications No. G-280 (which may include by reference the Standard
9 Specifications for Public Works Construction, latest edition, and any supplements
10 thereto, collectively the "Standard Specifications"); the City of Long Beach
11 Standard Plans; Project Plans for this work; the California Code of Regulations;
12 the various Uniform Codes applicable to trades; the prevailing wage rates;
13 Instructions to Bidders; the Bid; the bid security; the City of Long Beach
14 Disadvantaged, Minority and Women-Owned Business Enterprise Program; this
15 Contract and all documents attached hereto or referenced herein including but not
16 limited to insurance; Bond for Faithful Performance; Payment Bond; Notice to
17 Proceed; Notice of Completion; any addenda or change orders issued in
18 accordance with the Standard Specifications; any permits required and issued for
19 the work; approved final design drawings and documents; and the Information
20 Sheet. These Contract Documents are incorporated herein by the above
21 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
24 Documents, the following priority shall govern: 1) Permit(s) from other public
25 agencies; 2) Change Orders; 3) this Contract (including any and all amendments
26 hereto); 4) Addenda (which shall include written clarifications, corrections and
27 changes to the bid documents and other types of written notices issued prior to bid
28 opening; 5) Project Specifications; 6) Project Plans (including drawings); 7) the

1 City of Long Beach Standard Plans; 8) Standard Specifications (as identified in
2 Section 3.A. hereof, the "Greenbook"); 9) other reference specifications; 10)
3 other reference plans; 11) the bid; and 12) the Notice Inviting Bids.

4 4. TIME FOR CONTRACT. Contractor shall commence work on a date
5 to be specified in a written "Notice to Proceed" from City and shall complete all work
6 within two hundred eight (208) calendar days thereafter, subject to strikes, lockouts and
7 events beyond the control of Contractor. Time is of the essence hereunder. City will
8 suffer damage if the work is not completed within the time stated, but those damages
9 would be difficult or impractical to determine. So, Contractor shall pay to City, as
10 liquidated damages, the amount stated in the Contract Documents.

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

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

20 7. CLAIMS FOR EXTRA WORK. No claim shall be made at any time
21 upon City by Contractor for and on account of any extra or additional work performed or
22 materials furnished, unless such extra or additional work or materials shall have been
23 expressly required by the City Manager and the quantities and price thereof shall have
24 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 City ready for use and free and discharged from all claims for labor
27 and materials in doing the work and shall assume and be responsible for, and shall
28 protect, defend, indemnify and hold harmless City from and against any and all claims,

1 demands, causes of action, liability, loss, costs or expenses for injuries to or death of
2 persons, or damages to property, including property of City, which arises from or is
3 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 City evidence
6 of all insurance required in the Contract Documents. Notwithstanding anything to the
7 contrary in the Contract Documents, Contractor shall maintain general liability insurance
8 with coverage of not less than \$10,000,000, which such coverage may be provided by an
9 excess liability policy.

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

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

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

24 12. COORDINATION WITH GOVERNMENTAL REGULATIONS.

25 A. If the work is terminated pursuant to an order of any Federal
26 or State authority, Contractor shall accept as full and complete compensation
27 under this Contract such amount of money as will equal the product of multiplying
28 the Contract price stated herein by the percentage of work completed by

1 Contractor as of the date of such termination, and for which Contractor has not
2 been paid. If the work is so terminated, the City Engineer, after consultation with
3 Contractor, shall determine the percentage of work completed and the
4 determination of the City Engineer shall be final.

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

12 13. NOTICES.

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

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

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

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

7 16. CERTIFIED PAYROLL RECORDS.

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

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

26 C. The foregoing is in addition to, and not in lieu of, any other
27 requirements or obligations established and imposed by any department of the
28 City with regard to submission and retention of certified payroll records for

1 Contractor and subcontractors.

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

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

13 19. TAXES AND TAX REPORTING.

14 A. As required by federal and state law, City is obligated to and
15 will report the payment of compensation to Contractor on Form 1099-Misc.
16 Contractor shall be solely responsible for payment of all federal and state taxes
17 resulting from payments under this Contract. Contractor shall submit Contractor's
18 Employer Identification Number (EIN), or Contractor's Social Security Number if
19 Contractor does not have an EIN, in writing to City's Accounts Payable,
20 Department of Financial Management. Contractor acknowledges and agrees that
21 City has no obligation to pay Contractor until Contractor provides one of these
22 numbers.

23 B. Contractor shall cooperate with City in all matters relating to
24 taxation and the collection of taxes, particularly with respect to the self-accrual of
25 use tax. Contractor shall cooperate as follows: (i) for all leases and purchases of
26 materials, equipment, supplies, or other tangible personal property totaling over
27 \$100,000 shipped from outside California, a qualified Contractor shall complete
28 and submit to the appropriate governmental entity the form in Appendix "A"

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

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

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

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

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

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

10 22. NO PECULIAR RISK. Contractor acknowledges and agrees that the
11 work to be performed hereunder does not constitute a peculiar risk of bodily harm and
12 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 or entity
16 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 shall
19 create any obligation on the part of City to pay any subcontractor except in accordance
20 with a court order in an action to foreclose a stop notice. Failure of Contractor to comply
21 with this Section shall be deemed a material breach of this Contract. A list of
22 subcontractor(s) submitted by Contractor in compliance with Public Contract Code
23 Sections 4100 et seq. is attached hereto as Exhibit "D" and incorporated herein by this
24 reference.

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

1 shall not be deemed compliance with or a waiver of any requirements of the Contract
2 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 of
5 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 parties
8 and supersedes all other agreements, oral or written, with respect to the subject matter
9 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, including reasonable
13 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 race,
17 religion, national origin, color, age, sex, sexual orientation, gender identity, AIDS, HIV
18 status, 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 all
21 subcontracts.

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

26 A. During the performance of this Contract, the Contractor
27 certifies and represents that the Contractor will comply with the EBO. The
28 Contractor agrees to post the following statement in conspicuous places at its

1 place of business available to employees and applicants for employment:

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

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

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

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

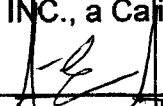
16 E. If the City determines that the Contractor has set up or used
17 its contracting entity for the purpose of evading the intent of the EBO, the City may
18 terminate the Contract on behalf of the City. Violation of this provision may be
19 used as evidence against the Contractor in actions taken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


22 31. 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 with
24 any Contract Document, failure to pay any penalties, fines or charges assessed against
25 Contractor by any public agency, failure to pay any charges or fees for services
26 performed by the City, and if Contractor has substituted any security in lieu of retention,
27 then default shall also include City's receipt of a stop notice. If default occurs and
28 Contractor has substituted any security in lieu of retention, then in addition to City's other

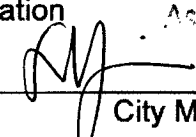
OFFICE OF THE CITY ATTORNEY
ROBERT E. SHANNON, City Attorney
333 West Ocean Boulevard, 11th Floor
Long Beach, CA 90802-4664

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

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

7 ARB, INC., a California corporation
8 _____, March 2, 2011 By 
9 _____ President
10 Scott E. Summers
11 _____
12 Type or Print Name

11 _____, March 2, 2011 By 
12 _____ Secretary
13 John M. Perisich
14 _____
15 Type or Print Name

14 "Contractor"
15 CITY OF LONG BEACH, a municipal
16 corporation Assistant City Manager
17 _____, 2011 By 
18 EXECUTED PURSUANT
19 TO SECTION 301 OF
20 THE CITY CHARTER.
21 City Manager

18 "City"
19 This Contract is approved as to form on March 7
20 _____,
21 2011.

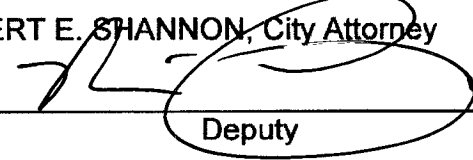
21 ROBERT E. SHANNON, City Attorney
22 By 
23 _____
24 Deputy

EXHIBIT “A”

Contractor’s Bid

SPECIFICATION FOR THE CONSTRUCTION OF 2011

GAS MAIN AND SERVICE LINES REPLACEMENT

DESCRIPTION OF WORK TO BE DONE

The work to be done hereunder consists primarily of constructing and abandoning portions of an underground gas pipeline distribution system together with all related fittings and connections, installing or replacing natural gas service lines for associated customers as detailed in this specification and furnishing all labor, equipment and tools required in connection with such construction as described below.

Approximately 44485 lineal feet of 2" plastic mains, 29963 lineal feet of 4" plastic mains, 1322 services and associated branches to be replaced or to be tied over.

The installation of the natural gas mains and service lines includes all necessary trenching or boring through paved or non paved areas, retiring, purging, bypassing to maintain service, removing or abandoning existing pipe lines, removing existing curb boxes, replacing existing gate , plug or ball valves as shown on Plans and installing new piping and tracing wire including all necessary tapping and stopping, system testing, backfilling and restoration of all surface areas disturbed by the construction operations.

New Service lines including branch lines shall be of same size as of existing services and branches unless otherwise preapproved by authorized LBGO representative.

The work is located in various streets in the City of Long Beach as described in Attachment "Mains and Services Lines to be replaced or Tied Over".

CONTRACTOR	BID AMOUNT
SW Administrators	\$4,982,300.00
SE Pipeline Construction, Inc.	\$4,503,687.37
Henkels & McCoy, Inc.	\$6,992,970.00
<u>ARB, Inc.</u>	<u>\$4,043,084.00</u>
A.M. Ortega	\$4,897,022.35
W.A. Rasic	\$4,075,000.00

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 removal or addition may invalidate your Bid.

DO NOT MAKE ANY ALTERATIONS OF ANY KIND IN THE BID FORM. The only figures to be placed on said Bid form are those necessary to appropriately fill in the blank spaces provided thereon.

The bidder shall set forth for each item of work, in clearly legible figures, a unit price and an item total for each item of work in the respective spaces provided for this purpose. The amount set forth under the "ITEM TOTAL" column shall be the extension of the unit price bid multiplied by the estimated quantity for the item. If the bidder fails to enter a unit price and enters only an item total, then the City will divide the item total by the estimated quantity to arrive at a unit price, and the bidder shall be bound by that unit price. If the unit price is less than one cent, be sure to include the proper number of zeros. If there is a discrepancy between the unit price and the item total, the unit price shall prevail over the item total, and the City will correct the item total.

The summation of all items in the "ITEM TOTAL" column shall be placed at the caption "TOTAL AMOUNT BID". The "TOTAL AMOUNT BID" is informational only and may be used for comparison in determining the apparent low Bid at time of Bid opening. The summation of the mathematically correct extended totals for each item under the "ITEM TOTAL" column is the intended bid. Any errors shall, at the option of the City, constitute grounds for the rejection of the Bid.

Each Bid shall be accompanied either by a certified check or bank draft payable to the City of Long Beach, and drawn on a solvent bank of the United States of America, or by a bidder's bond in an amount of not less than 10 percent of the total bid. In the event a bidder's bond is submitted, such bond must be on the form contained in this file.

Certified checks or bank drafts accompanying all Bids will be retained by the City until an award of contract has been made. Checks or bank drafts submitted with the Bid of the bidder to whom an award of contract is made, and with the next higher Bid, will be retained until a contract has been executed.

Each bidder shall guarantee its Bid for a period of 60 working days following the opening of Bids. If, within 60 working days following the opening of Bids, the City has not

awarded a contract for the work, then the bidder may, upon request, withdraw its Bid without forfeiture of Bid security.

Each bidder shall record on its Bid the number and termination dates of all necessary licenses. A valid state license, sufficient to qualify the bidder to perform as prime contractor, is a pre-requisite for award of contract. Necessary City licenses may be secured after the Bids are opened, but prior to executing the contract.

It is absolutely essential that your Bid be properly signed.

All bids must be sealed within the self-addressed envelope provided, and filed in the office of the Director of Gas and Oil Department, 2400E Spring Street, Long Beach, California 90806.

STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION, 2003, Edition, referred to herein, are on file in the City Engineer's Office, where prospective bidders may inspect them. Copies of said Standard Specifications may be purchased from the publisher, Building News, Inc., 1612 S. Clementine Street, Anaheim, California 92802, telephone (714) 517-0970.

CITY OF LONG BEACH STANDARD PLANS, JANUARY, 2003 Edition, referred to herein, may be inspected at the Engineering Records Section of the office of the City Engineer, 10th Floor, City Hall, 333 West Ocean Boulevard, Long Beach, California 90802. Copies of said Standard Plans may be purchased at that office for \$30.00.

NOTICE INVITING BIDS

FOR THE CONSTRUCTION OF 2011 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 19, 2011, 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-280 for the Construction of 2011 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) 570-2036, 2400 East Spring Street, Long Beach, California 90806. Plans and specifications cannot be requested by mail.

The contractor shall possess the appropriate licenses at the time the bid is submitted. Current DOT Drug and Alcohol Testing Plan in compliance with CFR 49 (Part 199) and current DOT Operator Qualification Plan shall be submitted with the bid . Bid will not be accepted without these documents.

The contractor shall commence work on a date to be specified in a written "Notice to Proceed" from the City and shall complete all work prior to September 30, 2011.

Payment will be made in due course of payment of the City of Long Beach in accordance with the applicable provisions of Section 9 of the Standard Specifications.

In accordance with the Americans With Disabilities Act (ADA), the information contained in this notice and in the plans and specifications is available in an alternative format by request to the City Engineer or by Telephoning (562) 570-6771.

Pursuant to Chapter 1, Part 7, Division 2 of the Labor Code of the State of California, the Director of LBGO of the City of Long Beach by and on behalf of the City Council has obtained from the Director of the Department of Industrial Relations of the State of California, the general prevailing rate of per diem wages, and the general prevailing rate of holiday and overtime work in the locality in which the public 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 sufficient corporate surety bond in an amount of not less than one hundred percent (100%) of such contract price for the payment of all labor and material claims.

If the bidder to whom the contract is awarded fails or neglects to sign a contract with the City, including the filing of any required bonds and insurance documents, within fifteen (15) calendar days after the contract is tendered to him/her for signature, the City may, in its sole discretion, declare the bid security to be forfeited, and the money or bond for the bid security shall be deposited into the City Treasury.

In the event the contract to be awarded hereunder, including specifications and other documents incorporated therein by reference, provides for the withholding of monies by the City to ensure performance of such contract, the contractor may deposit with the City, as a substitute for said monies, securities listed in Section 16430 of the California Government Code or bank or savings and loan certificates of deposit, or both, equivalent to the amount withheld, provided contractor requests permission to make such substitution prior to award of the contract and bears all expenses in connection therewith. Contractor may deposit said monies with the City or a State of California or Federally chartered bank as escrow agent in accordance with the California Public Contract Code, Section 22300.

The City Manager reserves the right, in his discretion, to reject any and all bids and, to the extent not prohibited by law, to waive any minor irregularity in any bid that does not affect the validity of the bid or does not give the bidder a competitive advantage over other bidders.

(SEAL)

LARRY HERRERA
CITY CLERK, CITY OF LONG BEACH, CALIFORNIA

DATE

PATRICK H. WEST
CITY MANAGER

BID
FOR THE CONSTRUCTION OF 2011
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 19, 2011 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-280 at the following price:

DESCRIPTION	UNIT	ITEM TOTAL
GAS MAIN & SERVICE LINES REPLACEMENT	LS	\$4,043,084.00..

NAME OF BIDDER ARB, Inc.

BUSINESS ADDRESS 26000 Commercentre Drive

CITY AND ZIP CODE Lake Forest, CA 92630

TELEPHONE 949-598-9242

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 making adjustment in the project cost caused by the change in scope of work necessitated by unforeseen circumstances which arise during the course of construction.

ITEM	UNIT	UNIT PRICE
Installation of 2" PE pipe & fittings including trenching and backfill and pavement	LF	\$34.00
Installation of 4" PE pipe & fittings including trenching and backfill and pavement	LF	\$44.00
Installation of 4" STL pipe & fittings including trenching and backfill and pavement	LF	\$175.00
Installation of 3/4" service including riser assembly, trenching and backfill and pavement	Each	\$920.00
Installation of 1" service including riser assembly, trenching and backfill and pavement	Each	\$950.00
Installation of 1 1/4" service including riser assembly, trenching and backfill and pavement	Each	\$1,050.00
Tie over 3/4" service including riser and trenching and backfill and pavement	Each	\$625.00
Tie over 1" service including riser and trenching and backfill.	Each	\$660.00
Tie over 1 1/4" service including riser and trenching and backfill and pavement	Each	\$690.00
Trenching, shoring, & backfilling for excavations over 5' deep	CY	\$390.00
Installation tapping and stopping of 4" pressure control fittings	Each	\$4,000.00
Installation tapping and stopping of 3" pressure control fittings	Each	\$3,000.00
Installation tapping and stopping of 2" pressure control fittings	Each	\$2,000.00
Installation of 2" P.E ball valve	LS	\$550.00
Installation of 4" P.E ball valve	LS	\$650.00
Installation of Excess flow valve	Each	\$450.00
Tie over 2" service including riser and trenching and backfill and pavement	Each	\$1,586.00
Installation tapping and stopping 6" pressure control fittings	Each	\$4,654.00

SPECIFICATION FOR THE CONSTRUCTION OF 2011

GAS MAIN AND SERVICE LINES REPLACEMENT

FOR LONG BEACH GAS AND OIL DEPARTMENT

LONG BEACH, CALIFORNIA

CERTIFICATION OF SITE EXAMINATION

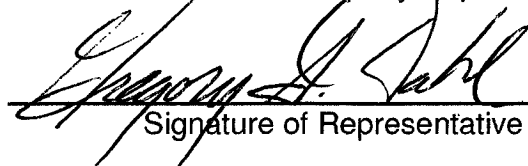
Each bidder shall be fully informed of the conditions relating to the construction of the project and the employment of labor thereon. Failure to do so will not relieve a successful bidder of this obligation to furnish all labor, equipment and tools necessary to carry out the provisions of this Contract.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

January 7, 2010
Date of Site Examination

ARB, Inc.
Company

Gregory S. Dahl, Vice President
Printed Name of Company Representative


Signature of Representative

January 18, 2010
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

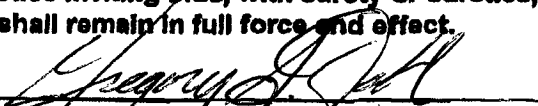
KNOW ALL MEN BY THESE PRESENTS: That we, ARB, Inc., as Principal, and 1) Liberty Mutual Insurance Company and 2) Western Surety Company a corporation, organized and existing under and by virtue of the laws of the State of 1) MA 2) SD, with its principal place of business in the City of 1) Boston 2) Sioux Falls, State of 1) MA 2) SD, 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.



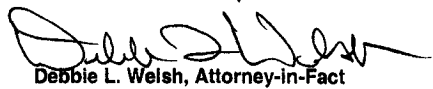
ARB, Inc. Henry S. Dahl
Principal


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

DFG:GR / Rev. 12-8-87 / Memo3-851



Debbie L. Welsh, Attorney-in-Fact
Western Surety Company
Surety

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California)
)SS.
County of Orange)

On January 12, 2011 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 whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person 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 12, 2011 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.

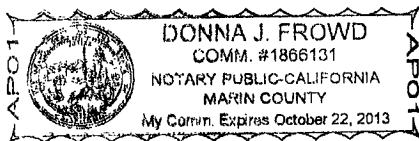
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

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 BROPHY MCGOWAN, SUSAN J. MCGOWAN, DONNA L. WELSH, DONNA J. FROWD, DEBBIE L. WELSH, MICHELLE L. SWEENEY, JESSICA L. NOWLIN, 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 ONE HUNDRED MILLION AND 00/100***** DOLLARS (\$ 100,000,000.00*****) each, and the execution of such undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents, shall be as binding upon the Company as if they had been duly signed by the president and attested by the secretary of the Company in their own proper persons.

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

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

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

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

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

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

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Company and the corporate seal of Liberty Mutual Insurance Company has been affixed thereto in Plymouth Meeting, Pennsylvania this 13th day of September, 2010.

LIBERTY MUTUAL INSURANCE COMPANY

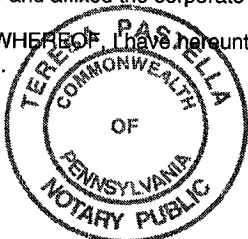
By Garnet W. Elliott, Assistant Secretary



COMMONWEALTH OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 13th day of September, 2010, before me, a Notary Public, personally came Garnet W. Elliott, to me known, and acknowledged that he is an Assistant Secretary of Liberty Mutual Insurance Company; that he knows the seal of said corporation; and that he executed the above Power of Attorney and affixed the corporate seal of Liberty Mutual Insurance Company thereto with the authority and at the direction of said corporation.

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



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Plymouth Twp., Montgomery County
My Commission Expires March 28, 2013
Member, Pennsylvania Association of Notaries

By Teresa Pastella, Notary Public

CERTIFICATE

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

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

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

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the said company, this 12th day of January, 2011.



By David M. Carey, Assistant Secretary

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

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

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of MARIN

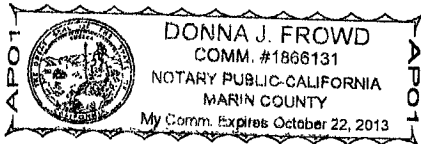
On January 12, 2011 before me, Donna J. Frowd, Notary Public, personally appeared Debbie L. Welsh who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their 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



Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Michael Brophy Mc Gowan, Donna L Welsh, Donna J Frowd, Debbie L Welsh, Jessica L Nowlin, Michelle L Sweeney, Individually

of Novato, CA, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Senior Vice President and its corporate seal to be hereto affixed on this 25th day of March, 2010.



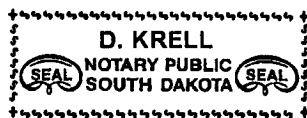
WESTERN SURETY COMPANY

Paul T. Bruflat, Senior Vice President

State of South Dakota }
County of Minnehaha } ss

On this 25th day of March, 2010, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Senior Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires
November 30, 2012



D. Krell, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 12th day of January, 2011.



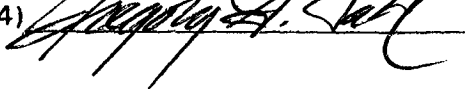
WESTERN SURETY COMPANY

L. Nelson, Assistant Secretary

NONCOLLUSION AFFIDAVIT TO BE EXECUTED
BY BIDDER AND SUBMITTED WITH BID

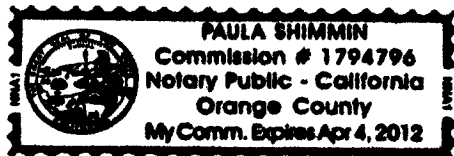
State of California }
County of Orange } ss.

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

(4) 

Subscribed and sworn to before me on this 18th day of January 2011, 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) 

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

ADDENDA ACKNOWLEDGMENT / SIGNATURE PAGE

If Bidder is an individual, his/her signature shall 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? N/A

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

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

Under Chapter 9 of Division 3 of the Business and Professions Code, (Contractors' License Law), of the State of California, the undersigned has been issued a Class A, B, C-4, C36, C51 license, Number 194079; license termination date is March 31, 2011.

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

Under Chapter 1, Article VI, Municipal Code of the City of Long Beach, the undersigned has been issued license number BU94011730; license termination date is March 15, 2011. Address listed on license 26000 Commercentre Drive, Lake Forest CA 92630

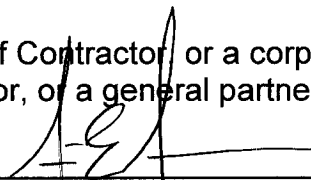
WORKERS' COMPENSATION CERTIFICATION

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

Contractor's Name:

ARB, Inc.

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



Scott E. Summers
President

Title:

Date:

2/28/11

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: See Attached
 - A. Policy Number: XWC0898907
National Union Fire Ins Co. of
 - B. Name of Insurer (NOT Broker): Pittsburgh PA
175 Water Street, 18th Floor
 - C. Address of Insurer: New York, NY 10038
 - D. Telephone Number of Insurer: 212-770-7000

- 2) For vehicles owned by Contractor and used in performing work under this Contract:
 - A. VIN (Vehicle Identification Number): See Attached List
 - B. Automobile Liability Insurance Policy Number: CA0948575
National Union Fire Ins Co. of
 - C. Name of Insurer (NOT Broker): Pittsburgh PA
175 Water Street, 18th Floor
 - D. Address of Insurer: New York, NY 10038
 - E. Telephone Number of Insurer: 212-770-7000

- 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: \$645,094.00

- 6) Dates (or schedule) when those wages will be paid: _____
Weekly on Fridays
(Describe schedule: For example, weekly or every other week or monthly)

- 7) Estimated total number of independent contractors to be used on this Contract: _____
Three (3)

- 8) Taxpayer's Identification Number: ██████████

EXHIBIT "C"

EQUIPMENT LIST BY SERIAL NUMBER

EQUIPMENT	LICENSE	SERIAL NUM	DESCRIPTION	REG STAT	DMV RENEWAL	DRIVER
115091	6C93320	1FTNF20L5YEA71767	00 FORD F-250 P/U	P	09/30/2011	
115103	6J68352	3FTNF20L1YMA67855	00 FORD F-250 P/U	P	08/31/2011	
115106	7E83722	1FTNF20L21EA58254	01 FORD F-250 P/U	P	09/30/2011	
115114	6H19365	1FTNF20L8YED15717	00 FORD F-250 SVC BED	P	11/30/2011	
115118	6M28208	1FTNF20L61EA58239	01 FORD F-250 P/U	P	01/31/2012	
115125	8R22576	1FTNX20L71EB00205	01 FORD F-250 P/U SUP CAB	Y	03/31/2011	
115129	6V28893	3FTNF20L71MA77912	01 FORD F-250 P/U	P	11/30/2011	
115133	6V28884	3FTNF20L91MA77913	01 FORD F-250 P/U	P	11/30/2011	
115137	7R13937	3FTNF20L13MB30770	03 FORD F-250 P/U	P	04/30/2011	CRUZ, JOSE L
115139	7D30008	3FTNF20L53MB30772	03 FORD F-250 P/U	P	04/30/2011	
115140	7D30009	3FTNF20L93MB30774	03 FORD F-250 P/U	P	04/30/2011	
115141	7D30007	3FTNF20L33MB30771	03 FORD F-250 P/U	P	04/30/2011	ORTIZ, SAL R
115144	7D30011	3FTNF20L03MB30775	03 FORD F-250 P/U	P	04/30/2011	
115145	7D72818	3FTNF20L43MB30195	03 FORD F-250 P/U	P	04/30/2011	FLORES, PATRICK R
115146	7L34690	1FTNX20L24EA83091	04 FORD F-250 P/U SUP CAB	Y	03/31/2012	VEGA, LUIS A
115147	7M10736	1FTNF20L24ED37076	04 FORD F-250 P/U	P	05/31/2011	
115149	7M10738	1FTNF20L64ED37078	04 FORD F-250 P/U	P	05/31/2011	
115150	8U33153	1FTNF20L44ED37080	04 FORD F-250 P/U	P	05/31/2011	KIDWELL, CURTIS E
115151	7M10743	1FTNF20L14ED37084	04 FORD F-250 P/U	P	05/31/2011	SEPULVEDA, JOAQUIN ALBER
115154	7M37973	1FTNF20L84ED37081	04 FORD F-250 P/U	P	05/31/2011	VILLEGAS, MARCOS A
115155	7M10741	1FTNF20L84ED37082	04 FORD F-250 P/U	P	05/31/2011	
115156	7M10744	1FTNF20L34ED37085	04 FORD F-250 P/U	P	05/31/2011	RODRIGUEZ, MIGUEL A
115159	7N90544	1FTNF20LX4EC38215	04 FORD F-250 P/U	P	08/31/2011	
115160	7P53034	1FTNF20L54EC83997	04 FORD F-250 P/U	P	09/30/2011	
115163	7Z24021	1FTNF20566EA65152	06 FORD F-250 P/U	P	09/30/2011	
115164	7Z24023	1FTNF20526EA73569	06 FORD F-250 P/U	P	09/30/2011	
115165	7Z24020	1FTNF205X6EB02185	08 FORD F-250 P/U	P	09/30/2011	
115167	7Z54747	1FTSF30566EB61940	06 FORD F-350 P/U	P	11/30/2011	LUGO, MICHAEL J
115169	8K17468	1FTNF20508EA65358	08 FORD F-250 P/U	P	04/30/2011	SCHUELLER, DANIEL R
115170	8K17469	1FTNF20578EA65373	08 FORD F-250 P/U	P	04/30/2011	WHISNAND, MATTHEW L
115171	8M81628	3D7KR26A17G834042	07 DODGE RAM 2500 P/U	Y	07/31/2011	
115173	8P20214	1FTNF205X8EC88927	08 FORD F-250 P/U	P	01/31/2012	
115174	8W27120	1FTNF20508EC88922	08 FORD F-250 P/U	P	01/31/2012	SCHOCK, DAVID J
115175	8P21118	1FTNF20546EC88924	08 FORD F-250 P/U	P	01/31/2012	
115176	8P21119	1FTNF205X8EC88930	08 FORD F-250 P/U	P	01/31/2012	BREAN, ROBERT M
115177	8P21116	1FTNF20508EC88919	08 FORD F-250 P/U	P	01/31/2012	BUCK, MICHAEL L
115178	8P21120	1FTNF20518EC88928	08 FORD F-250 P/U	P	01/31/2012	COLVIN, MICHAEL L
115179	8P20216	1FTNF20538EC88932	08 FORD F-250 P/U	P	01/31/2012	
115180	8P25369	1FTNF20558EC88933	08 FORD F-250 P/U	P	01/31/2012	RHODES, TERRY W
115181	8P25371	1FTNF20528EC88923	08 FORD F-250 P/U	P	01/31/2012	AMADOR, SERGIO B.
115182	8P25373	1FTNF20598EC88921	08 FORD F-250 P/U	P	01/31/2012	SWEET, ROBERT F
115183	8P25372	1FTNF20588EC88926	08 FORD F-250 P/U	P	01/31/2012	
115184	8P25374	1FTNF20578EC88920	08 FORD F-250 SVC BED	P	01/31/2012	KELLY, THOMAS A
115185	8P25370	1FTNF20578EC88934	08 FORD F-250 P/U	P	01/31/2012	SEPULVEDA, RICARDO JESUS

EQUIPMENT LIST BY SERIAL NUMBER

EQUIPMENT	LICENSE	SERIAL NUM	DESCRIPTION	REG STAT	DMV RENEWAL	DRIVER
115187	8P25377	1FTNF20568EC88925	08 FORD F-250 P/U	P	01/31/2012	
115188	8U33147	1FTNF20518EC88931	08 FORD F-250 P/U	P	01/31/2012	KULINSKI, TIMOTHY J
115189	71BBV7	1FTSX20568EA93939	08 FORD F-250 P/U	Y	12/30/2010	GRACIA, JUAN F
115190	74BBV7	1FTSX20528EA93940	08 FORD F-250 P/U	Y	12/31/2010	PATRICK, STEPHEN L
115191	39BBT7	1FTSX20518EA93931	08 FORD F-250 P/U	Y	12/31/2010	
115192	75BBV7	1FTSX20548EA93941	08 FORD F-250 P/U	Y	12/31/2010	REYES, MARIO E
115193	78BBV7	1FTSX205X8EA93927	08 FORD F-250 P/U	Y	12/31/2010	
115194	40BBT7	1FTSX20568EA93942	08 FORD F-250 P/U	Y	12/31/2010	
115195	72BBV7	1FTSX20538EA93929	08 FORD F-250 P/U	Y	12/31/2010	MARGOLEN, TODD M
115196	38BBT7	1FTSX20558EA75271	08 FORD F-250 P/U	Y	12/31/2010	
115200	7E51109	1GDHC24U03E228554	03 GMC 2500 HD SVC BED	P	06/30/2011	RORICK, CRAIG W
115201	7K64166	1GDHC24U34E221177	04 GMC 2500 HD SVC BED	P	03/31/2012	MARTIN, JAMES ALBERT
115202	7T27855	1GDHC24U75E136818	05 GMC 2500 HD SVC BED	P	01/31/2012	
115203	7V64889	1GDHC24U75E224519	05 GMC 2500 HD SVC BED	P	05/31/2011	
115204	7U56342	1GCHC23U05F804877	05 CHEVY 2500 HD CREW CAB P/U	P	03/31/2012	
115205	8K03376	1GDHC24U27E193568	07 GMC 2500 HD SVC BED	P	04/30/2011	PAWELCZYK, BRAD MICHAEL
115206	8P75908	1GBHC44KX9E106361	09 GMC 2500 HD SVC BED	P	03/31/2012	MONTGOMERY, THOMAS STU,
115207	26430B1	1FTBF2A68BEB32501	11 FORD F-250 P/U	P	10/31/2011	HEMINGWAY, DAVID A
115208	26749B1	1FTBF2A68BEB32502	11 FORD F-250 P/U	P	10/31/2011	HERNANDEZ, RAUL M
115209	26750B1	1FTBF2A6XBEB32503	11 FORD F-250 P/U	P	10/31/2011	
115210	26748B1	1FTBF2A69BEB32511	11 FORD F-250 P/U	P	10/31/2011	VERA, GABRIEL V
115211	26433B1	1FTBF2A60BEB32512	11 FORD F-250 P/U	P	10/31/2011	AYRES, RHEA J
115212	26747B1	1FTBF2A62BEB32513	11 FORD F-250 P/U	P	10/31/2011	REYNA, ENRIQUE R
115213	26746B1	1FTBF2A65BEB32523	11 FORD F-250 P/U	P	10/31/2011	KRIEGER, DAVID M
115214	26753B1	1FTBF2A67BEB32507	11 FORD F-250 P/U	P	10/31/2011	
115215	26754B1	1FTBF2A68BEB32516	11 FORD F-250 P/U	P	10/31/2011	
115216	27595B1	1FTBF2A61BEB32504	11 FORD F-250 P/U	P	10/31/2011	
115217	26432B1	1FTBF2A67BEB32510	11 FORD F-250 P/U	P	10/31/2011	LATTNER, VINCENT A
115218	26431B1	1FTBF2A61BEB32521	11 FORD F-250 P/U	P	10/31/2011	
115219	27602B1	1FTBF2A67BEB32524	11 FORD F-250 P/U	P	10/31/2011	MORENO, STEVEN TRACY
115220	27601B1	1FTBF2A69BEB32525	11 FORD F-250 P/U	P	10/31/2011	
115221	26752B1	1FTBF2A66BEB32515	11 FORD F-250 P/U	P	10/31/2011	KELP, JACK DURRELL
115222	27598B1	1FTBF2A63BEB32519	11 FORD F-250 P/U	P	10/31/2011	PAYNE, BRUCE CURTIS
115223	27597B1	1FTBF2A63BEB32522	11 FORD F-250 P/U	P	10/31/2011	DENNIS, GARY J
115224	27596B1	1FTBF2A6XBEB32517	11 FORD F-250 P/U	P	10/31/2011	JOHNSON, TODD L
115225	27599B1	1FTBF2A65BEB32506	11 FORD F-250 P/U	P	10/31/2011	MORRISON, WILLIAM DENNIS
115226	27600B1	1FTBF2A60BEB32509	11 FORD F-250 P/U	P	10/31/2011	KRAHL, JOSHUA LAWRENCE
115227	27604B1	1FTBF2A63BEB32505	11 FORD F-250 P/U	P	11/30/2011	BURGIN, THOMAS W
115228	27592B1	1FTBF2A69BEB32508	11 FORD F-250 P/U	P	11/30/2011	KEIMIG, ALLAN J
115229	27603B1	1FTBF2A64BEB32514	11 FORD F-250 P/U	P	11/30/2011	GOLDBERG, BRIAN S
115230	27593B1	1FTBF2A61BEB32518	11 FORD F-250 P/U	P	11/30/2011	
115231	27591B1	1FTBF2A6XBEB32520	11 FORD F-250 P/U	P	11/30/2011	

EQUIPMENT LIST BY SERIAL NUMBER

<u>EQUIPMENT</u>	<u>LICENSE</u>	<u>SERIAL NUM</u>	<u>DESCRIPTION</u>	<u>REG STAT</u>	<u>DMV RENEWAL</u>	<u>DRIVER</u>
134003	7U71069	1FDAF57P73EC75063	03 FORD F-550 FLATBED 4X4	P	04/30/2011	POLASTRI, JOSEPH E
134004	7D73117	1FDAF57P93EC75064	03 FORD F-550 FLATBED 4X4	P	04/30/2011	
134005	58305B1	1FDAF57P44EB05454	04 FORD F-550 FLATBED 4X4	P	09/30/2011	
134006	7K91285	1FDAF57P64EB05455	04 FORD F-550 FLATBED 4X4	P	09/30/2011	PREVITALI, ROD D
134007	8N84429	1FDAF57R88EC42890	08 FORD F-550 FLATBED 4X4	P	11/30/2011	PAYNE, MARK A
134008	8N69466	1FDAF57R18EC42889	08 FORD F-550 FLATBED 4X4	P	10/31/2011	MCCUAN, RANDY L
134010		1FDUF5HT2BEB32531	11 FORD F-550 FLATBED 4X4			NIETO, RICHARD P
134011		1FDUF5HT0BEB32530	11 FORD F-550 SERVICE 4X4			HARTMAN, DERRICK C

EQUIPMENT LIST BY SERIAL NUMBER

EQUIPMENT	LICENSE	SERIAL NUM	DESCRIPTION	REG STAT	DMV RENEWAL	DRIVER
137021	8J88176	1FDXF46F8YEE09387	00 FORD F-450 FLATBED	P	09/30/2011	
137022	6K30788	1FDXF46F1YEE09392	00 FORD F-450 FLATBED	P	09/30/2011	
137023	6K39769	1FDXF46FXE09391	00 FORD F-450 FLATBED	P	09/30/2011	
137024	8J88176	1FDXF46FXE09388	00 FORD F-450 FLATBED	P	09/30/2011	
137030	6V52800	1FDXF46F61ED16891	01 FORD F-450 FLATBED	P	11/30/2011	
137031	7D73111	1FDAF56P83EC75056	03 FORD F-550 FLATBED W/RACK	P	04/30/2011	
137032	7D73112	1FDAF56PX3EC75057	03 FORD F-550 FLATBED W/RACK	P	04/30/2011	
137033	7D73113	1FDAF56P73EC75047	03 FORD F-550 FLATBED	P	04/30/2011	
137034	7D73114	1FDAF56PX3EC75060	03 FORD F-550 FLATBED	P	04/30/2011	IGNATOV, VALERI I
137035	7D73116	1FDAF56P23EC75053	03 FORD F-550 FLATBED	P	04/30/2011	SHIPLEY, HENRY L
137036	7D88219	1FDAF56P03EC75049	03 FORD F-550 FLATBED	P	04/30/2011	ACOSTA, LEOPOLDO M
137037	7D88220	1FDAF56P63EC75055	03 FORD F-550 FLATBED	P	04/30/2011	SANDOVAL, SALVADOR M
137038	7K91286	1FDAF56P34EB05446	04 FORD F-550 FLATBED	P	09/30/2011	
137039	7K91287	1FDAF56P54EB05447	04 FORD F-550 FLATBED	P	09/30/2011	ELLIS, GERY E
137040	7K91288	1FDAF56P74EB05448	04 FORD F-550 FLATBED	P	09/30/2011	
137041	7K91290	1FDAF56P94EB05449	04 FORD F-550 FLATBED	P	09/30/2011	
137042	7K91289	1FDAF56P54EB05450	04 FORD F-550 FLATBED	P	09/30/2011	
137043	7K91291	1FDAF56P74EB05451	04 FORD F-550 FLATBED	P	09/30/2011	
137044	7K91292	1FDAF56P94EB05452	04 FORD F-550 FLATBED	P	09/30/2011	
137045	7K91293	1FDAF56P04EB05453	04 FORD F-550 FLATBED	P	09/30/2011	
137046	58306B1	1FDAF56P85EA50266	05 FORD F-550 FLATBED	P	05/31/2011	
137046	8M45509	1FDAF56R88EB86810	08 FORD F-550 FLATBED	P	08/31/2011	
137049	8N84426	1FDAF56R18EA80361	08 FORD F-550 FLATBED	P	11/30/2011	TOLEDO, JOSE ANTHONY
137050	8R10323	1FDAF56R18EC88918	08 FORD F-550 FLATBED	P	01/31/2012	
137051	8P28056	1FDAF56R78EC88907	08 FORD F-550 FLATBED	P	01/31/2012	GALVEZ, ROBERT J
137052	8P28056	1FDAF56R28EC88913	08 FORD F-550 FLATBED	P	01/31/2012	JIMENEZ, FILOMENO C
137053	8P28057	1FDAF56R08EC88912	08 FORD F-550 FLATBED	P	01/31/2012	CHRISTIE, MARK R
137054	8T80198	1FDAX56R39EA77234	09 FORD F-550 FLATBED	P	06/30/2011	
137055	87218A1	1FDUF5GT0BE832528	11 FORD F-550 FLATBED	P	12/31/2011	

EQUIPMENT LIST BY SERIAL NUMBER

EQUIPMENT	LICENSE	SERIAL NUM	DESCRIPTION	REG STAT	DMV RENEWAL	DRIVER
137025	6L31015	1FDXF46F5YEE36479	00 FORD F-450 SERVICE	P	11/30/2011	GREENWALD, PETER A
152005	6D28398	1FDXF46S1XED92461	99 FORD F-450 SERVICE	P	10/31/2011	
152015	7Y65072	1FDXF46S2XED92470	99 FORD F-450 SERVICE	P	01/31/2012	
154024	5U51551	1FDAF56F5XEA25769	99 FORD F-550 SERVICE	P	06/30/2011	
154026	5U51730	1FDWF36F2XEA98656	99 FORD F-350 SERVICE	P	07/31/2011	
154028	8E88567	1FDWF36F0XEA98655	99 FORD F-350 SERVICE	P	08/31/2011	
154029	6J68354	1FDXF46F8YEE09390	00 FORD F-450 SERVICE	P	08/31/2011	
154030	6J85096	1FDXF46F5YEE09394	00 FORD F-450 SERVICE	P	08/31/2011	
154031	6P52010	1FDXF46F3YEE09393	00 FORD F-450 SERVICE	P	03/31/2012	BRANDON, BRIAN C
154032	6N82515	1FDXF46F6YEE42520	00 FORD F-450 SERVICE	P	03/31/2012	HENLEY, GARY D
154033	6W04536	1FDXF46F11ED16894	01 FORD F-450 SERVICE	P	11/30/2011	WARD, WILSON J
154034	6V70733	1FDXF46FX1ED16893	01 FORD F-450 SERVICE	P	11/30/2011	
154035	6U44367	1FDXF46F81ED16892	01 FORD F-450 SERVICE	P	11/30/2011	
154036	8J64688	1FDXF46F81ED16889	01 FORD F-450 SERVICE	P	11/30/2011	
154037	6W35960	1FDXF46F41ED16890	01 FORD F-450 SERVICE	P	11/30/2011	
154038	6W35961	1FDXF46FX2EB62770	02 FORD F-450 SERVICE	P	12/31/2010	
154040	7E57779	1FDAF56P73EC75050	03 FORD F-550 SERVICE	P	05/31/2011	
154041	7V80818	1FDAF56P05EC54527	05 FORD F-550 SERVICE/LUBE	P	05/31/2011	HOLLANDER, TIMOTHY W.
154042	7E57780	1FDAF56P33EC75059	03 FORD F-550 SERVICE	P	05/31/2011	VILLALOBOS, JOSE G
154043	7E57778	1FDAF56P13EC75061	03 FORD F-550 SERVICE	P	05/31/2011	
154044	7E49127	1FDAF56P93EC75051	03 FORD F-550 SERVICE	P	05/31/2011	CENDEJAS, ISAIAS A
154045	7E49129	1FDAF56P43EC75054	03 FORD F-550 SERVICE	P	05/31/2011	
154046	7E64386	1FDAF56P13EC75058	03 FORD F-550 SERVICE	P	05/31/2011	
154047	7E49126	1FDAF56P33EC75062	03 FORD F-550 SERVICE	P	05/31/2011	
154048	7N85177	1FDSF34P74ED83388	04 FORD F-350 UTILITY	P	07/31/2011	
154049	7X33405	1FDAF56P45EB70887	05 FORD F-550 SERVICE	P	07/31/2011	COMPARAN, JOSE R
154050	7X73227	1FDAF56P25EB88062	05 FORD F-550 SERVICE	P	07/31/2011	
154051	7Y03098	1FDAF56P06EA42602	06 FORD F-550 SERVICE	P	07/31/2011	
154052	7Z28850	1FDAF56P46EA20201	06 FORD F-550 CONT	P	09/30/2011	
154053	8v12357	1FDAF56P96EA03913	06 FORD F-550 CONT	P	09/30/2011	SENTENO, DOMINGO S
154054	7Z59745	1FDAF56P95EC29223	05 FORD F-550 SERVICE	P	10/31/2011	
154055	7Z82715	1FDAF56P56EA03911	06 FORD F-550 CONT	P	11/30/2011	
154056	7Z83683	1FDAF56P86EB62504	06 FORD F-550 CONT	P	11/30/2011	GARCIA, JOSE M
154057	8A04212	1FDAF56PX6EB62505	06 FORD F-550 CONT	P	12/31/2010	BRERETON, ERIC L
154058	8A04209	1FDAF56P36EB62510	06 FORD F-550 CONT	P	12/31/2010	FLORES, RAUL J.
154059	8A04207	1FDAF56P56EB62511	06 FORD F-550 CONT	P	12/31/2010	
154060	8A04210	1FDAF56P76EB62512	06 FORD F-550 CONT	P	12/31/2010	MARTINEZ, JOSE M
154061	8A04208	1FDAF56P36EB62507	06 FORD F-550 CONT	P	12/31/2010	WHARTON, BENJIE JAMES
154062	8A04211	1FDAF56P06EB62514	06 FORD F-550 CONT	P	12/31/2010	REITZ, TERRY LEE
154063	8N99282	1FDAF56P46EB83808	06 FORD F-550 SERVICE	P	12/31/2010	
154064	8A27259	1FDAF56P16EB62506	06 FORD F-550 CONT	P	12/31/2010	
154065	8A27260	1FDAF56P56EB62508	06 FORD F-550 CONT	P	12/31/2010	
154066	8A27258	1FDAF56P96EB62513	06 FORD F-550 CONT	P	12/31/2010	
154067	8K17470	1FDAF56R58EA19322	08 FORD F-550 CONT	P	04/30/2011	
154068	8S92312	1FDAW56R28EA83639	08 FORD F-550 SERVICE	P	06/30/2011	

EQUIPMENT LIST BY SERIAL NUMBER

<u>EQUIPMENT</u>	<u>LICENSE</u>	<u>SERIAL NUM</u>	<u>DESCRIPTION</u>	<u>REG STAT</u>	<u>DMV RENEWAL</u>	<u>DRIVER</u>
154069	8M67642	1FDAF56R28EA87111	08 FORD F-550 SERVICE	P	08/31/2011	RAMOS, SERGIO B
154070	8R09686	1FDAF56R88EC54068	08 FORD F-550 SERVICE	P	11/30/2011	JORGENSEN, CLINT G
154071	8N64428	1FDAF56RX8EC54069	08 FORD F-550 SERVICE	P	11/30/2011	ERICKSON, RODNEY W
154072	8N64438	1FDAF56R48EA87112	08 FORD F-550 CONT	P	10/31/2011	GARCIA, JOSE G
154073	8P28060	1FDAF56R88EC88916	08 FORD F-550 SERVICE	P	01/31/2012	DIAZ, FRANK JESSE
154074	8P28059	1FDAF56R98EC88911	08 FORD F-550 SERVICE	P	01/31/2012	
154075	8P31087	1FDAF56R98EC88908	08 FORD F-550 CONT	P	01/31/2012	PLASCENCIA, JOSE J
154076	8R02827	1FDAF56R08EC88909	08 FORD F-550 CONT	P	01/31/2012	LOPEZ, HECTOR M
154097	8V03934	1FDAF56R28EB52393	09 FORD F-550 UTILITY TRUCK	Y	04/30/2012	
154098	8V03935	1FDAF56R88EB69022	09 FORD F-550 UTILITY TRUCK	Y	04/30/2012	
154099	8T80022	1FDAF56R99EA50810	09 FORD F-550 UTILITY TRUCK	P	05/31/2011	
154100	8T80020	1FDAF56R29EA85053	09 FORD F-550 UTILITY TRUCK	P	05/31/2011	
154101	8T80027	1FDAF56R29EA90012	09 FORD F-550 UTILITY TRUCK	P	05/31/2011	
154102	8T80021	1FDAF56R49EA90013	09 FORD F-550 UTILITY TRUCK	P	05/31/2011	LOZANO, JUAN C
154103	8W71894	1FDAF56R29EA94478	09 FORD F-550 UTILITY TRUCK	P	08/31/2011	BASHAM, CHARLES E
154104	8W87549	1FDAF56R29EA94514	09 FORD F-550 UTILITY TRUCK	P	08/31/2011	SERNA, FRANCISCO J
154105	8W87548	1FDAF56R49EA94515	09 FORD F-550 UTILITY TRUCK	P	08/31/2011	RICKER, CORY A
154106	87537A1	1FDUF5GT2BEB32529	11 FORD F-550 SERVICE	Y	11/30/2011	LEMASTERS, GARY T
154107		1FDUF5GT7BEB32528	11 FORD F-550 SERVICE			TEAGUE, JEREMY H
154108		1FDUF5GT9BEB32527	11 FORD F-550 SERVICE			
154109		1FDUF5GT7BEB41405	11 FORD F-550 SERVICE			
154110		1FD8X3ET5BEB90141	11 FORD F-350 SERVICE			ROBERTS, DAVID J

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	Classification or Type of Work
Name <u>Accu-Bore Directional Drill, Inc.</u>	<u>Boxing</u>
Address <u>PO Box 2703</u>	Dollar Amount of Contract \$ <u>363,467.00</u>
City <u>Pismo Beach CA 93448</u>	MBE / WBE / <u>OTHER</u> Racial Origin <u>N/A</u>
Phone No. <u>805-481-4475</u>	License No. <u>886533-A</u>

Name <u>Koppl Pipeline Services</u>	<u>Taps & Stops - Gas Handling</u>
Address <u>1228 West Date Street</u>	Dollar Amount of Contract \$ <u>60,502.00</u>
City <u>Montebello CA</u>	MBE / WBE / <u>OTHER</u> Racial Origin <u>N/A</u>
Phone No. <u>323-888-2211</u>	License No. <u>844802</u>

Name <u>Miller Environmental, Inc.</u>	
Address <u>2210 South Dupont Drive</u>	Dollar Amount of Contract \$ <u>47,250.00</u>
City <u>Anaheim, CA 92806</u>	MBE / WBE / <u>OTHER</u> Racial Origin <u>N/A</u>
Phone No. <u>714-385-0099</u>	License No. <u>772797</u>

Name _____	
Address _____	Dollar Amount of Contract \$ _____
City _____	MBE / WBE / <u>OTHER</u> Racial Origin _____
Phone No. _____	License No. _____

Name _____	
Address _____	Dollar Amount of Contract \$ _____
City _____	MBE / WBE / <u>OTHER</u> Racial Origin _____
Phone No. _____	License No. _____

•• REPRODUCE AND ATTACH ADDITIONAL SHEETS AS NEEDED.

BOE-400-DP (FRONT) REV 2. (8-05)
**APPLICATION FOR
 USE TAX DIRECT PAYMENT PERMIT**

STATE OF CALIFORNIA
 BOARD OF EQUALIZATION

Not Applicable

Please type or print clearly. Read instructions on reverse before completing this form.

SECTION I – BUSINESS INFORMATION

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

SECTION II – MULTIPLE BUSINESS LOCATIONS

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

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

SECTION III – CERTIFICATION STATEMENT

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

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

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

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

SIGNATURE	TITLE
NAME (typed or printed)	DATE

(See reverse side for general information and filing instructions)

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

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

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

To qualify for a *Use Tax Direct Payment Permit*, an applicant must meet the following conditions:

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

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

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

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

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

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

The completed *Application for Use Tax Direct Payment Permit*, certification statement, and qualifying documentation should be returned to the address shown below. Upon determination that the applicant qualifies, a *Use Tax Direct Payment Permit* and a *Use Tax Direct Payment Exemption Certificate* will be mailed to the applicant.

If you would like additional information regarding the *Use Tax Direct Payment Permit* or need assistance in completing this application, you can call 916-445-5167, or write to the Board of Equalization, Compliance Policy Unit, P.O. Box 942879, Sacramento, CA 94279-0040.



- Company Profile
- Company Search
- Company Search Results
- Company Information
- Old Company Names
- Agent for Service
- Reference Information
- NAIC Group List
- Lines of Business
- Financial Statements PDF's
 - Annual Statements
 - Quarterly Statements
 - CA Supplements
- Company Complaint
 - Company Performance & Comparison Data
 - Company Enforcement Action
 - Composite Complaints Studies
- Additional Info
 - Find A Company Representative In Your Area
 - View Financial Disclaimer

COMPANY PROFILE

Company Information

WESTERN SURETY COMPANY
P.O. BOX 5077
SIOUX FALLS, SD 57117-5077

Old Company Names

Effective Date

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Agent For Service

JERE KEPRIOS
 C/O CT CORPORATION SYSTEM
 818 WEST SEVENTH ST
 LOS ANGELES CA 90017

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Reference Information

NAIC #:	13188
California Company ID #:	0761-7
Date Authorized in California:	07/29/1930
License Status:	UNLIMITED-NORMAL
Company Type:	Property & Casualty
State of Domicile:	SOUTH DAKOTA

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NAIC Group List

NAIC Group #: 0218 CNA INS GRP

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Lines Of Business

The company is authorized to transact business within these lines of insurance. For an explanation of any of these terms, please refer to the glossary.

LIABILITY

SURETY

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BOND FOR FAITHFUL PERFORMANCE

KNOW ALL MEN BY THESE PRESENTS: That we, ARB, INC., a California corporation, as PRINCIPAL, and Liberty Mutual Insurance Company & (*), located at 333 City Blvd. W. #300 Orange, CA 92868 & (*), a corporation, incorporated under the laws of the State of MA & SD, 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 MILLION FORTY-THREE THOUSAND NINETY-FOUR DOLLARS (\$4,043,004), 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, finally 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 2011 Gas Main and Service Lines Replacement for Long Beach Gas and Oil Department 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 22nd day of February, 2011.

ARB, Inc.
Contractor

Liberty Mutual Insurance Company and
Western Surety Company
SURETY, admitted in California.

By: [Signature]
Name: SOUTH SUMMERS
Title: PRESIDENT

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

By: [Signature]
Name: John M. Perisich
Title: Secretary

Telephone: 415-892-1080

Approved as to form this 28 day of February, 2011.

Approved as to sufficiency this 24 day of March, 2011.

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

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

- 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.

(*) Western Surety Company
555 Mission Street, #200
San Francisco, CA 94105

Recommend Approval:
[Signature]
Risk Management
Consultant 3-1-2011

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of MARIN

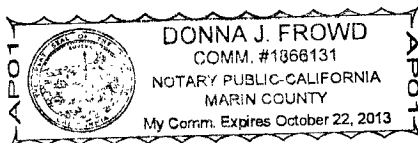
On February 22, 2011 before me, Donna J. Frowd, Notary Public, personally appeared Debbie L. Welsh who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their 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



LABOR AND MATERIAL BOND

KNOW ALL MEN BY THESE PRESENTS: That we, ARB, INC., a California corporation, as PRINCIPAL, and Liberty Mutual Insurance Company & (*) located at 333 City Blvd W, #300, Orange, CA 92668 & (*) a corporation, incorporated under the laws of the State of MA & SD, 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 MILLION FORTY-THREE THOUSAND EIGHTY-FOUR DOLLARS (\$4,043,084), 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 2011 Gas Main and Service Line Replacement for Long Beach Gas and Oil Department 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 22nd day of February, 2011.

ARB, Inc. Contractor
By: Scott E. Summers, President
By: John M. Perisich, Secretary

Liberty Mutual Insurance Company and Western Surety Company SURETY, admitted in California
By: Debbie L. Welsh, Attorney-in-Fact
Telephone: 415-892-1080

Approved as to form this 1 day of March, 2011.

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

Approved as to sufficiency this 1st day of March, 2011.

By: Michael O'Neil, City Manager/City Engineer Risk Manager

- 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.

RFA:tg A11-00237
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(*) Western Surety Company
555 Mission Street, #200
San Francisco, CA 94105

Recommend Approval

Carole Shell
3-1-2011

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of MARIN

On February 22, 2011 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.

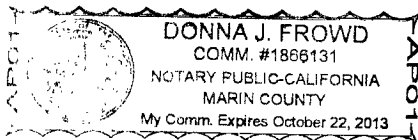
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

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 BROPHY MCGOWAN, SUSAN J. MCGOWAN, DONNA L. WELSH, DONNA J. FROWD, DEBBIE L. WELSH, MICHELLE L. SWEENEY, JESSICA L. NOWLIN, 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 ONE HUNDRED MILLION AND 00/100***** DOLLARS (\$ 100,000,000.00*****) each, and the execution of such undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents, shall be as binding upon the Company as if they had been duly signed by the president and attested by the secretary of the Company in their own proper persons.

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

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

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

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

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

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

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Company and the corporate seal of Liberty Mutual Insurance Company has been affixed thereto in Plymouth Meeting, Pennsylvania this 13th day of September, 2010.

LIBERTY MUTUAL INSURANCE COMPANY

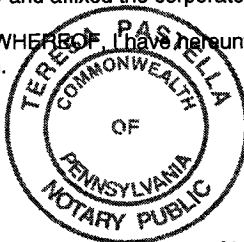
By Garnet W. Elliott
Garnet W. Elliott, Assistant Secretary



COMMONWEALTH OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 13th day of September, 2010, before me, a Notary Public, personally came Garnet W. Elliott, to me known, and acknowledged that he is an Assistant Secretary of Liberty Mutual Insurance Company; that he knows the seal of said corporation; and that he executed the above Power of Attorney and affixed the corporate seal of Liberty Mutual Insurance Company thereto with the authority and at the direction of said corporation.

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



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Plymouth Twp., Montgomery County
My Commission Expires March 28, 2013
Member, Pennsylvania Association of Notaries

By Teresa Pastella
Teresa Pastella, Notary Public

CERTIFICATE

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

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

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

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the said company, this 22nd day of February, 2011.



By David M. Carey
David M. Carey, Assistant Secretary

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

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

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Michael Brophy Mc Gowan, Donna L Welsh, Donna J Frowd, Debbie L Welsh, Jessica L Nowlin, Michelle L Sweeney, Individually

of Novato, CA, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Senior Vice President and its corporate seal to be hereto affixed on this 25th day of March, 2010.



WESTERN SURETY COMPANY

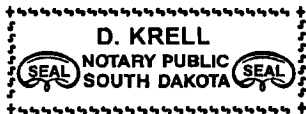
Paul T. Bruflat

Paul T. Bruflat, Senior Vice President

State of South Dakota }
County of Minnehaha } ss

On this 25th day of March, 2010, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Senior Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires
November 30, 2012



D. Krell

D. Krell, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 22nd day of February, 2011.



WESTERN SURETY COMPANY

L. Nelson

L. Nelson, Assistant Secretary

Print Form

Please note that this endorsement form may be photocopied; however, it may not be altered or recreated.

WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY SPECIAL ENDORSEMENT	
FOR THE CITY OF LONG BEACH, HARBOR DEPARTMENT	
ENDORSEMENT NO.	EFFECTIVE DATE (MM/DD/YY) 2/28/11
PRODUCER Marsh Risk & Insurance Services 4695 MacArthur Court, Suite 700 Newport Beach, CA 92660 Telephone 949-399-5800	POLICY INFORMATION Insurance Company: Nat'l Union Fire Ins of Pittsburgh, PA Policy No.: XWC0898907 Policy Period: (from) 2/28/11 (to) 2/28/12 <input type="checkbox"/> Deductible \$ _____ or <input checked="" type="checkbox"/> Self-Insured Retention of \$ 150,000
<p style="text-align: center;">APPROVED AS TO FORM 3-1-2011</p> <p style="text-align: center;">ROBERT SHANNON, City Attorney RICHARD ANTHONY, DEPUTY CITY ATTORNEY</p>	
NAMED INSURED & ADDRESS ARB, Inc. 26000 Commercial Centre Drive Lake Forest, CA 92630	APPLICABILITY. This insurance pertains to the operations and activities of the Named Insured under all written agreements and permits in force with the City unless checked here <input type="checkbox"/> in which case only the following specific agreements and permits with the City are covered: AGREEMENTS/PERMITS: OTHER PROVISIONS
COVERAGES (check as applicable)	
<input checked="" type="checkbox"/> Statutory Workers' Compensation	<input checked="" type="checkbox"/> Employers Liability Limits 1,000,000 Bodily Injury (each accident)
<input checked="" type="checkbox"/> U. S. L. & H.	1,000,000 Bodily Injury by Disease (each employee)
<input checked="" type="checkbox"/> Jones Act	1,000,000 Bodily Injury by Disease (policy limit)
<input checked="" type="checkbox"/> Federal Employers Liability Act (FELA)	
In consideration of the premium charged and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any endorsement now or hereafter attached thereto, it is agreed as follows:	
<p>1. WAIVER OF SUBROGATION. The insurance Company agrees to waive all rights of subrogation against the City of Long Beach, its Board of Harbor Commissioners, individually and collectively, and their officers and employees ("City") for losses paid under the terms of this policy.</p> <p>2. CANCELLATION NOTICE. With respect to the interests of City, this insurance shall not be cancelled, or the scope or limits of coverage reduced by endorsement, except after thirty (30) days prior written notice by receipted delivery has been given to City at address indicated below. (Except 10 days shall be allowed for non-payment of premium.)</p> <p>Except as stated above, nothing herein shall be held to waive, alter or extend any of the limits, conditions, agreements or exclusions of the policy to which this endorsement is attached.</p>	
ENDORSEMENT HOLDER	
CITY OF LONG BEACH BOARD OF HARBOR COMMISSIONERS 925 HARBOR PLAZA LONG BEACH, CA 90802 ATTENTION: Risk Management Division TELEPHONE: 562-901-1775 FAX: 562-499-3401	AUTHORIZED REPRESENTATIVE Alyson Jacobs (print/type name), warrant that I have authority to bind the above-mentioned insurance company and by my signature hereon do so bind this company to this endorsement. Signature: Title: Underwrite Employer of Signatory: Chartis Telephone: (212) 458-2793 Date Signed: 2/24/11

Revised 7-10

*Michael Alho**

3/1/11

Contractor must maintain \$10 million in GL limits

Care Retel

Risk Management
Consultant 3-1-2011

Print Form

Please note that this endorsement form may be photocopied; however, it may not be altered or recreated.

GENERAL LIABILITY SPECIAL ENDORSEMENT FOR THE CITY OF LONG BEACH, HARBOR DEPARTMENT		ENDORSEMENT NO.	EFFECTIVE DATE (MM/DD/YY) 2/28/11
PRODUCER Marsh Risk & Insurance Services 4695 MacArthur Court, Suite 700 Newport Beach, CA 92660 Telephone 949-399-5800		POLICY INFORMATION Insurance Company: National Union Fire Ins Co of Pittsburgh, PA Policy No.: GL9725066 Policy Period: (from) 2/28/11 (to) 2/28/12	
APPROVED AS TO FORM		<input type="checkbox"/> Deductible \$ _____ OR <input checked="" type="checkbox"/> Self-Insured Retention of \$ 250,000	
NAME INSURED & ADDRESS ARB, Inc. ROBERT E. SHANNON, City 26000 Commercentre Drive Lake Forest, CA 92630 <i>Richard Anthony</i> RICHARD ANTHONY DEPUTY CITY ATTORNEY		APPLICABILITY. This insurance pertains to the operations, products and/or activities of the Named Insured under all written agreements and in which case only the following specific agreements and permits with the City are covered: AGREEMENTS/PERMITS:	
TYPE OF INSURANCE <input checked="" type="checkbox"/> GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> Claims Made Retroactive Date _____ <input type="checkbox"/> COMPREHENSIVE GENERAL LIABILITY <input checked="" type="checkbox"/> Occurrence <input type="checkbox"/> OWNERS & CONTRACTORS PROTECTIVE		OTHER PROVISIONS	
COVERAGES	LIABILITY LIMITS IN \$		CLAIMS: Underwriter's Representative for claims pursuant to this insurance (must be completed if different than producer) Name: <u>Lori Hamilton</u> Address: <u>4695 MacArthur Ct., Ste. 700</u> Newport Beach, CA 92660 Telephone: (949) <u>399-5914</u>
	EACH OCCURRENCE	AGGREGATE	
<input checked="" type="checkbox"/> GENERAL LIABILITY	2,000	4,000	
<input checked="" type="checkbox"/> PRODUCTS/COMPLETED OPERATIONS	2,000	4,000	
<input checked="" type="checkbox"/> PERSONAL & ADVERTISING INJURY	2,000		
<input checked="" type="checkbox"/> FIRE LEGAL LIABILITY	1,000		
<input checked="" type="checkbox"/> EXPLOSION, COLLAPSE, UNDERGROUND HAZARDS (XCLU)			
<input checked="" type="checkbox"/> CONTRACTUAL LIABILITY - RAILROADS			
In consideration of the premium charged and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any endorsement now or hereafter attached thereto, it is agreed as follows:			
<ol style="list-style-type: none"> ADDITIONAL INSURED. The City of Long Beach, it's Board of Harbor Commissioners, individually and collectively, and their officers and employees ("City") are included as additional insureds with regard to liability and defense of suits or claims arising from the operations, products and/or activities performed by or on behalf of the Named Insured. CONTRIBUTION NOT REQUIRED. This insurance shall be primary. Any other insurance, deductible, or self-insurance available to the insureds added by this endorsement shall be in excess of and shall not contribute with this insurance. CANCELLATION NOTICE. With respect to the interests of City, this insurance shall not be cancelled, or the scope or limits of coverage reduced by endorsement, except after thirty (30) days prior written notice has been given to City at address indicated below. (Except 10 days shall be allowed for non-payment of premium.) SCOPE OF COVERAGE. This endorsement shall afford coverage at least as broad as Insurance Services Office Commercial General Liability Coverage, "occurrence" form CG 0001. <p>Except as stated above, nothing herein shall be held to waive, alter or extend any of the limits, conditions, agreements or exclusions of the policy to which this endorsement is attached.</p>			
ENDORSEMENT HOLDER / ADDITIONAL INSURED		AUTHORIZED REPRESENTATIVE	
CITY OF LONG BEACH BOARD OF HARBOR COMMISSIONERS 925 HARBOR PLAZA LONG BEACH, CA 90802 ATTENTION: <u>Risk Management Division</u> TELEPHONE: <u>562-901-1775</u> FAX: <u>562-499-3401</u>		I, <u>Alyson Jacobs</u> (print/type name), warrant that I have authority to bind the above-mentioned insurance company and by my signature hereon do so bind this company to this endorsement. Signature: <i>Alyson Jacobs</i> Title: <u>Underwriter</u> Employer of Signatory: <u>Charlis</u> Telephone: (212) <u>458-2793</u> Date Signed: <u>2/24/11</u>	

Revised 7-10

*Michael Altes**
3/1/11
Contractor must maintain \$10 million in GL limits for life of contract

Recommend Approval:

Carol Sterell
Risk Management
Consultant 2-1-2011

Print Form

Please note that this endorsement form may be photocopied; however, it may not be altered or recreated.

AUTOMOBILE LIABILITY SPECIAL ENDORSEMENT FOR THE CITY OF LONG BEACH, HARBOR DEPARTMENT		ENDORSEMENT NO.	EFFECTIVE DATE (MM/DD/YY) 2/28/2011
PRODUCER Marsh Risk & Insurance Services 4695 MacArthur Court, S#700 Newport Beach, CA 92660 Telephone 949 399 5800		POLICY INFORMATION Insurance Company: National Union Ins. Co. of Pittsburgh, PA Policy No.: CA0948576 Policy Period: (from) 2/28/11 (to) 2/28/12 <input checked="" type="checkbox"/> Deductible \$100,000 OR <input type="checkbox"/> Self-insured Retention of \$	
NAMED INSURED & ADDRESS ROBERT E. SHANNON, City Attorney ARB, Inc. 26000 Commercentre Drive Lake Forest, CA 92630 By <i>[Signature]</i> RICHARD ANTONY, Deputy City Attorney		APPLICABILITY. This insurance pertains to the operations and activities of the Named Insured under all written permits and agreements in force with the City unless checked here <input type="checkbox"/> in which case only the following specific permits and agreements with the City are covered: AGREEMENTS/PERMITS: TOWNSHIP	
TYPE OF INSURANCE <input checked="" type="checkbox"/> BUSINESS AUTO POLICY <input type="checkbox"/> TRUCKERS AND MOTOR CARRIER LIABILITY POLICY <input type="checkbox"/> GARAGEKEEPERS LIABILITY <input type="checkbox"/> STUNT ACTIVITY <input type="checkbox"/> OTHER		OTHER PROVISIONS CLAIMS: Underwriter's Representative for claims pursuant to this insurance (must be completed if different than producer) Name: Lori Hamilton Address: Marsh Risk & Insurance Services 4695 MacArthur Ct., Ste. 700, Newport Beach, CA Telephone: (949) 399-5914	
LIABILITY LIMIT IN \$ \$ 2,000 each accident, for bodily injury and property damage liability			
In consideration of the premium charged and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any endorsement now or hereafter attached thereto, it is agreed as follows:			
1. ADDITIONAL INSURED. The City of Long Beach, its Board of Harbor Commissioners, individually and collectively, and their officers and employees ("City") are included as additional insureds with regard to liability and defense of suits or claims arising from the operations and activities performed by or on behalf of the Named Insured. 2. CONTRIBUTION NOT REQUIRED. This insurance shall be primary. Any other insurance, deductible, or self-insurance available to the insureds added by this endorsement shall be in excess of and shall not contribute with this insurance. 3. CANCELLATION NOTICE. With respect to the interests of City, this insurance shall not be cancelled, or the scope or limits of coverage reduced by endorsement, except after thirty (30) days prior written notice has been given to City at address indicated below. (Except 10 days shall be allowed for non-payment of premium.) 4. SCOPE OF COVERAGE. This endorsement shall afford coverage at least as broad as Insurance Services Office form number CA0001. <input checked="" type="checkbox"/> Symbol 1 (any auto) <input type="checkbox"/> Symbol 2 (owned autos) <input type="checkbox"/> Symbol 7 (scheduled autos) <input checked="" type="checkbox"/> Symbol 8 (hired autos) <input checked="" type="checkbox"/> Symbol 9 (non-owned autos)			
Except as stated above, nothing herein shall be held to waive, alter or extend any of the limits, conditions, agreements or exclusions of the policy to which this endorsement is attached.			
ENDORSEMENT HOLDER / ADDITIONAL INSURED CITY OF LONG BEACH BOARD OF HARBOR COMMISSIONERS 925 HARBOR PLAZA LONG BEACH, CA 90802 ATTENTION: Risk Management Division TELEPHONE: 562-801-1775 FAX: 562-499-3401		AUTHORIZED REPRESENTATIVE I, <u>Alyson Jacobs</u> (print/type name), warrant that I have authority to bind the above-mentioned insurance company and by my signature hereon do so bind this company to this endorsement. Signature: <i>[Signature]</i> Title: Underwriter Employer of Signatory: Chartis Telephone: (212) 458-2793 Date Signed: 2/24/11	

*Michael Alcio**
3/1/11
Contractor must maintain \$10 million in GL limits for the life of the contract

Recommend Approval:
[Signature]
Risk Management
Commitment 3-1-2011

Print Form

Please note that this endorsement form may be photocopied; however, it may not be altered or recreated.

EXCESS LIABILITY SPECIAL ENDORSEMENT FOR THE CITY OF LONG BEACH, HARBOR DEPARTMENT		ENDORSEMENT NO.	EFFECTIVE DATE 2/28/11
PRODUCER Marsh Risk & Insurance Services 4695 MacArthur Court, Suite 700 Newport Beach, CA 92550 Telephone		POLICY INFORMATION Insurance Company: National Union Ins Co of Pittsburgh, PA Policy No.: BE86084582 Policy Period: (from) 2/28/11 (to) 2/28/12 <input type="checkbox"/> Deductible \$ _____ OR <input checked="" type="checkbox"/> Self-Insured Retention of \$ 10,000	
NAMED INSURED & ADDRESS ARB, Inc. 26000 Commercentre Drive Lake Forest, CA 92630		APPLICABILITY. This insurance pertains to the operations, products and/or activities of the Named Insured under all written agreements and permits in force with the City unless checked here <input type="checkbox"/> in which case only the following specific agreements and permits with the City are covered: AGREEMENTS/PERMITS.	
TYPE OF INSURANCE By <i>ROBERT E. SHANNON, City Attorney</i>		OTHER PROVISIONS	
<input type="checkbox"/> EXCESS LIABILITY <input type="checkbox"/> Claims Made <input checked="" type="checkbox"/> UMBRELLA LIABILITY <input type="checkbox"/> Occurrence		Name: <u>Lori Hamilton</u> Address: <u>4695 MacArthur Ct., Ste. 700 Newport Beach, CA 92660</u> Telephone: <u>(949) 399-5914</u>	
LIABILITY LIMITS IN \$			
EACH OCCURRENCE	AGGREGATE	CLAIMS: Underwriter's Representative for claims pursuant to this Insurance (must be completed if different than producer) Name: <u>Lori Hamilton</u> Address: <u>4695 MacArthur Ct., Ste. 700 Newport Beach, CA 92660</u> Telephone: <u>(949) 399-5914</u>	
\$10,000,000	\$10,000,000		
In consideration of the premium charged and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any endorsement now or hereafter attached thereto, it is agreed as follows:			
1. ADDITIONAL INSURED. The City of Long Beach, its Board of Harbor Commissioners, individually and collectively, and their officers and employees ("City") are included as additional insureds with regard to liability and defense of suits or claims arising from the operations, products and activities performed by or on behalf of the Named Insured.			
2. CONTRIBUTION NOT REQUIRED. This insurance shall be primary to any insurance, deductible, or self-insurance of those insureds added by this endorsement. Any other insurance or self-insurance maintained by the insureds added by this endorsement shall be in excess of and shall not contribute with this insurance.			
3. CANCELLATION NOTICE. With respect to the interests of City, this insurance shall not be cancelled, or the scope or limits of coverage reduced by endorsement, except after thirty (30) days prior written notice has been given to City at address indicated below. (Except 10 days shall be allowed for non-payment of premium.)			
4. SCOPE OF COVERAGE. By this endorsement, the insurer warrants that the insurance afforded by the umbrella or excess policy is at least as broad as the underlying policy.			
5. UNDERLYING POLICY(IES). The insurance policies underlying this umbrella or excess policy are:			
	<u>INSURER</u>	<u>POLICY NO.</u>	<u>POLICY PERIOD</u>
	Nat'l Union Fire Ins Co of Pittsburgh, PA	GL9725066 CA0948575 XWC0898907	2/28/11 - 2/28/12 2/28/11 - 2/28/12 2/28/11 - 2/28/12
ENDORSEMENT HOLDER / ADDITIONAL INSURED		AUTHORIZED REPRESENTATIVE	
CITY OF LONG BEACH BOARD OF HARBOR COMMISSIONERS 925 HARBOR PLAZA LONG BEACH, CA 90802 ATTENTION: <u>Risk Management Division</u> TELEPHONE: <u>562-901-1775</u> FAX: <u>562-499-3401</u>		I, <u>Estelita Napoles</u> (print/type name), warrant that I have authority to bind the above-mentioned insurance company and by my signature hereon to so bind this company to this endorsement. Signature: <i>Estelita Napoles</i> Title: <u>Underwriter</u> Employer of Signatory: <u>Charlis</u> Telephone: (714) <u>436-3232</u> Date Signed: <u>2/24/11</u>	

*Michael Oles **

Recommend Approval:

Carl Sutehall

Risk Management Consultant 2-24-2011

3/1/11 Contractor must maintain \$10 million in GL limits for life of the contract