

OFFICE OF THE CITY ATTORNEY
CHARLES PARKIN, City Attorney
333 West Ocean Boulevard, 11th Floor
Long Beach, CA 90802-4664

CONTRACT

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THIS CONTRACT is made and entered, in duplicate, as of June 29, 2015 for reference purposes only, pursuant to a minute order adopted by the City Council of the City of Long Beach at its meeting held on June 23, 2015, by and between ARB, INC., a California corporation ("Contractor"), whose address is 26000 Commercentre Drive, Lake Forest, California 92630, and the CITY OF LONG BEACH, a municipal corporation ("City").

WHEREAS, pursuant to a "Notice Inviting Bids for the Construction of Distribution Gas Main and Service Lines Replacement for 2015 in the City of Long Beach, California," and published by City, bids were received, publicly opened and declared on the date specified in said Notice; and

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

WHEREAS, the City Council authorized the City Manager to enter a contract with Contractor for the work described in Plans and Specifications No. G-330;

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

1. SCOPE OF WORK. Contractor shall furnish all necessary labor, supervision, tools, materials, supplies, appliances, equipment and transportation for the work described in "Plans and Specifications No. G-330 for the Construction of Distribution Gas Main and Service Lines Replacement for 2015 in the City of Long Beach, California," said work to be performed according to the Contract Documents identified below. However, this Contract is intended to provide to City complete and finished work and, to that end, Contractor shall do everything necessary to complete the work, whether or not specifically described in the Contract Documents.

2. PRICE AND PAYMENT.

A. City shall pay to Contractor the amount(s) for materials and work identified in Contractor's "Bid for the Construction of Distribution Gas Main

1 and Service Lines Replacement for 2015 in the City of Long Beach, California,"
2 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-330 (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; the California Code of Regulations; the various Uniform Codes
12 applicable to trades; the prevailing wage rates; Instructions to Bidders; the Bid; the
13 bid security; the City of Long Beach Disadvantaged, Minority and Women-Owned
14 Business Enterprise Program; this Contract and all documents attached hereto or
15 referenced herein including but not limited to insurance; Bond for Faithful
16 Performance; Payment Bond; Notice to Proceed; Notice of Completion; any
17 addenda or change orders issued in accordance with the Standard Specifications;
18 any permits required and issued for the work; approved final design drawings and
19 documents; and the Information Sheet. These Contract Documents are
20 incorporated herein by the above reference and form a part of this Contract.

21 B. Notwithstanding Section 2-5.2 of the Standard Specifications,
22 if any conflict or inconsistency exists or develops among or between Contract
23 Documents, the following priority shall govern: 1) Permit(s) from other public
24 agencies; 2) Change Orders; 3) this Contract (including any and all amendments
25 hereto); 4) Addenda (which shall include written clarifications, corrections and
26 changes to the bid documents and other types of written notices issued prior to bid
27 opening; 5) Project Specifications; 6) Project Plans (including drawings); 7) the
28 City of Long Beach Standard Plans; 8) Standard Specifications (as identified in

1 Section 3.A. hereof, the "Greenbook"); 9) other reference specifications; 10)
2 other reference plans; 11) the bid; and 12) the Notice Inviting Bids.

3 4. TIME FOR CONTRACT. Contractor shall commence work on a date
4 to be specified in a written "Notice to Proceed" from City for each Project or portion
5 thereof. Each "Notice to Proceed" shall contain a Project Start Date. Contractor and City
6 shall mutually agree to the Project Completion Date in writing within ten (10) days
7 following the issuance of the "Notice to Proceed." All work identified in Specifications No.
8 G-330 shall be completed prior to December 1, 2015, subject to strikes, lockouts and
9 events beyond the control of Contractor. Time is of the essence hereunder. City will
10 suffer damage if the work is not completed within the time stated, but those damages
11 would be difficult or impractical to determine. So, Contractor shall pay to City, as
12 liquidated damages, the amount stated in the Contract Documents.

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

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

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

27 8. CLAIMS. Contractor shall, upon completion of the work, deliver
28 possession thereof to City ready for use and free and discharged from all claims for labor

1 and materials in doing the work and shall assume and be responsible for, and shall
2 protect, defend, indemnify and hold harmless City from and against any and all claims,
3 demands, causes of action, liability, loss, costs or expenses for injuries to or death of
4 persons, or damages to property, including property of City, which arises from or is
5 connected with the performance of the work.

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

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

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

18 11. PREVAILING WAGE RATES. Contractor is directed to the
19 prevailing wage rates. Contractor shall forfeit, as a penalty to the City, Two Hundred
20 Dollars (\$200) for each laborer, worker or mechanic employed for each calendar day, or
21 portion thereof, that such laborer, worker or mechanic is paid less than the prevailing
22 wage rates for any work done by Contractor, or any subcontractor, under this Contract.

23 12. COORDINATION WITH GOVERNMENTAL REGULATIONS.

24 A. If the work is terminated pursuant to an order of any Federal
25 or State authority, Contractor shall accept as full and complete compensation
26 under this Contract such amount of money as will equal the product of multiplying
27 the Contract price stated herein by the percentage of work completed by
28 Contractor as of the date of such termination, and for which Contractor has not

1 been paid. If the work is so terminated, the City Engineer, after consultation with
2 Contractor, shall determine the percentage of work completed and the
3 determination of the City Engineer shall be final.

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

11 13. NOTICES.

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

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

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

28 15. COVENANT AGAINST ASSIGNMENT. Neither this Contract nor

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

6 16. CERTIFIED PAYROLL RECORDS.

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

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

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

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

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

12 19. TAXES AND TAX REPORTING.

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

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

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

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

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

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

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

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

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

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

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

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

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

1 Documents.

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

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

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

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

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

25 "During the performance of a Contract with the City of Long Beach,
26 the Contractor will provide equal benefits to employees with spouses and its
27 employees with domestic partners. Additional information about the City of
28 Long Beach's Equal Benefits Ordinance may be obtained from the City of

1 Long Beach Business Services Division at 562-570-6200.”

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

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

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

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

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

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

ARB, INC., a California corporation

July 6, 2015

By [Signature]
Name Scott E. Summers
Title President

July 6, 2015

By [Signature]
Name Gregory S. Dahl
Title Senior Vice President

"Contractor"

CITY OF LONG BEACH, a municipal corporation

August 3, 2015

By [Signature] **Assistant City Manager**
City Manager

EXECUTED PURSUANT TO SECTION 301 OF THE CITY CHARTER.

"City"

This Contract is approved as to form on July 28, 2015.

CHARLES PARKIN, City Attorney

By [Signature]
Deputy

EXHIBIT “A”

Contractor’s Bid

BID SECTION

**FOR THE CONSTRUCTION OF DISTRIBUTION
GAS MAIN AND SERVICE LINES REPLACEMENT FOR 2015
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 May 1, 2015 at 11:00 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-330 at the following price:

Work Order	Description	Unit	Bid Amount
150009 T14339	Install Mains in Area Around Greenbrier Rd, El Cedral St and Vista Hermosa St.	LS	\$ 311,636.00
150033	Install Services in Area Around Greenbrier Rd, El Cedral St and Vista Hermosa St	LS	\$ 182,703.00
150010 T14340	Install Mains in Area Around El Parque St and Las Lomas St.	LS	\$ 244,955.00
150034	Install Services in Area Around El Parque St and Las Lomas St	LS	\$ 149,342.00
150011 T14341	Install Mains in Area Around La Pasada St and El Jardin St.	LS	\$ 274,365.00
150035	Install Services in Area Around La Pasada st and El Jardin st	LS	\$ 158,471.00
TOTAL			\$ 1,321,472.00

NAME OF BIDDER ARB, Inc.

BUSINESS ADDRESS 26000 Commercentre Drive

CITY AND ZIP CODE Lake Forest, CA 92630

TELEPHONE 949-598-9242

How many employees do you have that live in the City of Long Beach? 58

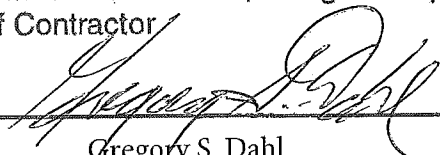
WORKERS' COMPENSATION CERTIFICATION

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

Contractor's Name:

ARB, Inc.

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



Gregory S. Dahl

Title: Senior Vice President

Date: May 1, 2015

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of MARIN)

On July 2, 2015 before me, Donna J. Frowd, Notary Public
(insert name and title of the officer)

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.

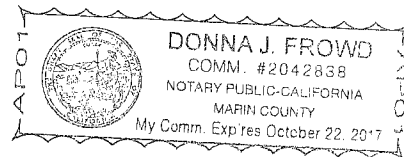
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

Donna J. Frowd

(Seal)



INFORMATION TO COMPLY WITH LABOR CODE SEC. 2810

To comply with Labor Code Sec. 2810, Contractor shall complete and submit this

Information Sheet which shall be incorporated into and be a part of the Contract:

1) Workers' Compensation Insurance:

- A. Policy Number: WC2-691-463703-035
- B. Name of Insurer (NOT Broker): Liberty Mutual Fire Insurance Company
- C. Address of Insurer: 175 Berkley Street, Boston, MA 02117
- D. Telephone Number of Insurer: (617) 357-9500

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

- A. VIN (Vehicle Identification Number): Fleet Insurance
- B. Automobile Liability Insurance Policy Number: AS7-C91-463703-075
- C. Name of Insurer (NOT Broker): Liberty Insurance Corporation
- D. Address of Insurer: 175 Berkley Street, Boston, MA 02117
- E. Telephone Number of Insurer: (617) 357-9500

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: 16

5) Estimated total wages to be paid those workers: \$ 426,060.38

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

Weekly on Friday as per Union Agreements

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

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

Four

8) Taxpayer's Identification Number: [REDACTED]

EXHIBIT “D”

List of Subcontractors:

LIST OF SUBCONTRACTORS

In accordance with the requirements provided in the "Subletting and Subcontracting Fair Practices Act" Division 2 Part 1, Chapter 4 of the California Public Contract Code, the Bidder shall set forth hereon the name and location of the place of business of each subcontractor 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 one-half of 1 percent of the prime contractor's total bid or, in the case of bids or offers for the construction of streets or highways, including bridges, in excess of one-half of 1 percent of the prime contractor's total bid or ten thousand dollars (\$10,000), whichever is greater. The prime contractor shall set forth thereon the portion of the work (type and dollar value) that will be done by each subcontractor. The prime contractor shall list only one subcontractor for each portion as defined by the prime contractor in his or her bid. Information requested, other than the subcontractor's name and location of business and the portion of work that will be done by each subcontractor may be submitted by the prime contractor within 24 hours after the deadline for submission of bids.

Name Bill Petty's Backhoe Service, Inc. Type of Work Trucking
Address 13203 Barlin Avenue WBE
City Downey, CA 90242 Dollar Value of Subcontractor \$ 30,860.00
Phone No. (562)630-3162
License No. 960552

Name Ventura Boring Type of Work Directional Boring and Camera
Address 4115 Transport Street WBE
City Ventura CA 93003 Dollar Value of Subcontractor \$ 120,492.75
Phone No. (805)642-5000
License No. 831782

Name G & F Concrete Cutting Inc. Type of Work Saw Cut
Address 1006 E. Chestnut Ave. WMBE
City Santa Ana, CA 92701 Dollar Value of Subcontractor \$ 25,500.00
Phone No. (714)648-0397
License No. 590310

Name Argus Contracting Type of Work Coal Tar Wrap Removal
Address PO Box 849394
City Los Angeles, CA 90084 Dollar Value of Subcontractor \$ 14,000.00
License No. 934189

Name _____ Type of Work _____ \$ _____
Phone No. _____
Address _____
City _____ Dollar Value of Subcontractor _____
\$ _____ Phone No. _____
License No. _____

APPENDIX “A”

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

STATE OF CALIFORNIA
 BOARD OF EQUALIZATION

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

SECTION I - BUSINESS INFORMATION

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

SECTION II - MULTIPLE BUSINESS LOCATIONS

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

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

SECTION III - CERTIFICATION STATEMENT

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

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

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

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

SIGNATURE	TITLE
NAME (typed or printed)	DATE

(See reverse side for general information and filing instructions)

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

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

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

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

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

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

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

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

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

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

The completed *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.

DUPLICATE ORIGINAL

Bond Nos: Federal - 82388035
Western - 929616050

BOND FOR FAITHFUL PERFORMANCE

Premium: \$8,955.00

KNOW ALL MEN BY THESE PRESENTS: That we, ARB, Inc., as PRINCIPAL, and Federal Insurance Company & (*) , located at See bottom of page, a corporation, incorporated under the laws of the State of Federal: IN / Western: 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 One Million Three Hundred Twenty-One (*) DOLLARS (\$1,321,472.00), lawful money of the United States of America, for the payment of which sum, well and truly to be made, we bind ourselves, our respective heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents. (*)Western Surety Company

(*)Thousand Four Hundred Seventy-Two & 00/100 ---
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 Gas Main and Service Line Replacements for 2015 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 2nd day of July, 2015.

ARB, Inc.
Contractor
By: [Signature]
Name: John M. Perisich
Title: EVP/General Counsel

Federal Insurance Company
& Western Surety Company
SURETY, admitted in California
By: [Signature]
Name: Debbie L. Welsh
Title: Attorney-in-Fact
Telephone: (415) 892-1080

By: [Signature]
Name: Steve Balkcom
Title: Vice President

Approved as to form this 28 day of July, 2015.

CHARLES PARKIN, City Attorney
By: [Signature]
Deputy City Attorney

Approved as to sufficiency this 3 day of August, 2015.

By: [Signature]
City Manager/City Engineer

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

- 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.

Federal Insurance Company (Lead)
Attn: Surety Dept.
15 Mountain View Road
Warren, NJ 07059

Western Surety Company
Attn: Surety Dept.
333 S. Wabash Ave.
Chicago, IL 60604

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California)
) SS.
County of Orange)

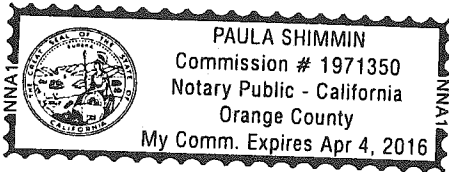
On July 23, 2015 before me, Paula Shimmin, Notary Public,
Date Name and Title of Officer

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

who proved to me on the basis of satisfactory evidence to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities, and that by their signatures on the instrument the persons, or the entity upon behalf of which the persons 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

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of MARIN)

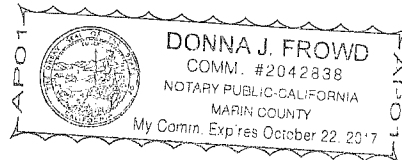
On July 2, 2015 before me, Donna J. Frowd, Notary Public
(insert name and title of the officer)

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.

Signature Donna J. Frowd (Seal)





**Chubb
Surety**

**POWER
OF
ATTORNEY**

**Federal Insurance Company
Vigilant Insurance Company
Pacific Indemnity Company**

**Attn: Surety Department
15 Mountain View Road
Warren, NJ 07059**

Know All by These Presents, That FEDERAL INSURANCE COMPANY, an Indiana corporation, VIGILANT INSURANCE COMPANY, a New York corporation, and PACIFIC INDEMNITY COMPANY, a Wisconsin corporation, do each hereby constitute and appoint Donna J. Frowd, Michael Brophy McGowan, Susan J. McGowan, Debbie L. Welsh and Donna L. Welsh of Novato, California

each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY have each executed and attested these presents and affixed their corporate seals on this 15th day of May, 2014.

Dawn M. Chloros

Dawn M. Chloros, Assistant Secretary

David B. Norris, Jr.

David B. Norris, Jr., Vice President



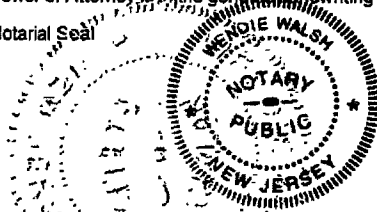
STATE OF NEW JERSEY

ss.

County of Somerset

On this 15th day of May, 2014 before me, a Notary Public of New Jersey, personally came Dawn M. Chloros, to me known to be Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY, the companies which executed the foregoing Power of Attorney, and the said Dawn M. Chloros, being by me duly sworn, did depose and say that she is Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY and knows the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of the By-Laws of said Companies; and that she signed said Power of Attorney as Assistant Secretary of said Companies by like authority; and that she is acquainted with David B. Norris, Jr., and knows him to be Vice President of said Companies; and that the signature of David B. Norris, Jr., subscribed to said Power of Attorney is in the genuine handwriting of David B. Norris, Jr., and was thereto subscribed by authority of said By-Laws and in deponent's presence.

Notarial Seal



WENDIE WALSH
Notary Public, State of New Jersey
No. 0054504
Commission Expires April 18, 2018

Wendie Walsh

Notary Public

CERTIFICATION

Extract from the By-Laws of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY:

"All powers of attorney for and on behalf of the Company may and shall be executed in the name and on behalf of the Company, either by the Chairman or the President or a Vice President or an Assistant Vice President, jointly with the Secretary or an Assistant Secretary, under their respective designations. The signature of such officers may be engraved, printed or lithographed. The signature of each of the following officers: Chairman, President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary and the seal of the Company may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such power of attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached."

I, Dawn M. Chloros, Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY (the "Companies") do hereby certify that

- (i) the foregoing extract of the By-Laws of the Companies is true and correct,
- (ii) the Companies are duly licensed and authorized to transact surety business in all 50 of the United States of America and the District of Columbia and are authorized by the U.S. Treasury Department; further, Federal and Vigilant are licensed in the U.S. Virgin Islands, and Federal is licensed in American Samoa, Guam, Puerto Rico, and each of the Provinces of Canada except Prince Edward Island; and
- (iii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Warren, NJ this July 2, 2015.



Dawn M. Chloros

Dawn M. Chloros, Assistant Secretary

IN THE EVENT YOU WISH TO NOTIFY US OF A CLAIM, VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT ADDRESS LISTED ABOVE, OR BY Telephone (908) 903-3493 Fax (908) 903-3656 e-mail: surety@chubb.com

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, Susan J Mc Gowan, Donna L Welsh, Donna J Frowd, Debbie L Welsh, 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 Vice President and its corporate seal to be hereto affixed on this 18th day of June, 2015.



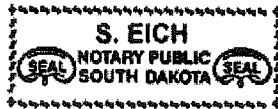
WESTERN SURETY COMPANY

Paul T. Bruflat
Paul T. Bruflat, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 18th day of June, 2015, 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 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
February 12, 2021



S. Eich
S. Eich, 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 2nd day of July, 2015.



WESTERN SURETY COMPANY

L. Nelson
L. Nelson, Assistant Secretary

KNOW ALL MEN BY THESE PRESENTS: That we, ARB, Inc., as PRINCIPAL, and Federal Insurance Company & (*) located at See bottom of page, a corporation, incorporated under the laws of the State of Federal: IN / Western: 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 One Million Three Hundred Twenty-One (*) DOLLARS (\$ 1,321,472.00), lawful money of the United States of America, for the payment of which sum, well and truly to be made, we bind ourselves, our respective heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

(*) Western Surety Company
(*) Thousand Four Hundred Seventy-Two & 00/100 ---
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 Gas Main and Service Line Replacements for 2015 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 2nd day of May, 2015.

ARB, Inc.
Contractor

By: [Signature]
Name: John M. Perisich
Title: EVP/General Counsel

By: [Signature]
Name: Steve Balkcom
Title: Vice President

Federal Insurance Company
& Western Surety Company
SURETY, admitted in California

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

Telephone: (415) 892-1080

Approved as to form this 28 day of July, 2015.
CHARLES PARKIN, City Attorney

By: [Signature]
Deputy City Attorney

Approved as to sufficiency this 3 day of August, 2015.
Assistant City Manager

By: [Signature]
City Manager/City Engineer
EXECUTED PURSUANT TO SECTION 301 OF THE CITY CHARTER.

- 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.

Federal Insurance Company (Lead)
Attn: Surety Dept.
15 Mountain View Road
Warren, NJ 07059

Western Surety Company
Attn: Surety Dept.
333 S. Wabash Ave.
Chicago, IL 60604

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California)
)SS.
County of Orange)

On July 23, 2015 before me, Paula Shimmin, Notary Public,
Date Name and Title of Officer

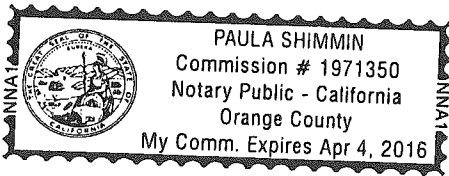
personally appeared Steve Balkcom and John M. Perisich,
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities, and that by their signatures on the instrument the persons, or the entity upon behalf of which the persons 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



ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of MARIN

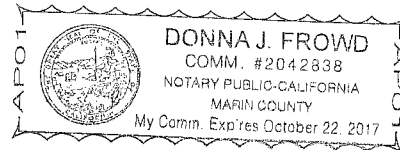
On July 2, 2015 before me, Donna J. Frowd, Notary Public
(insert name and title of the officer)

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.

Signature Donna J. Frowd (Seal)





**Chubb
Surety**

**POWER
OF
ATTORNEY**

**Federal Insurance Company
Vigilant Insurance Company
Pacific Indemnity Company**

**Attn: Surety Department
15 Mountain View Road
Warren, NJ 07059**

Know All by These Presents, That FEDERAL INSURANCE COMPANY, an Indiana corporation, VIGILANT INSURANCE COMPANY, a New York corporation, and PACIFIC INDEMNITY COMPANY, a Wisconsin corporation, do each hereby constitute and appoint Donna J. Frowd, Michael Brophy McGowan, Susan J. McGowan, Debbie L. Welsh and Donna L. Welsh of Novato, California

each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY have each executed and attested these presents and affixed their corporate seals on this 15th day of May, 2014.

Dawn M. Chloros

Dawn M. Chloros, Assistant Secretary

David B. Norris, Jr.

David B. Norris, Jr., Vice President



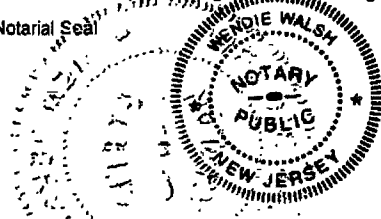
STATE OF NEW JERSEY

ss.

County of Somerset

On this 15th day of May, 2014 before me, a Notary Public of New Jersey, personally came Dawn M. Chloros, to me known to be Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY, the companies which executed the foregoing Power of Attorney, and the said Dawn M. Chloros, being by me duly sworn, did depose and say that she is Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY and knows the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of the By-Laws of said Companies; and that she signed said Power of Attorney as Assistant Secretary of said Companies by like authority; and that she is acquainted with David B. Norris, Jr., and knows him to be Vice President of said Companies; and that the signature of David B. Norris, Jr., subscribed to said Power of Attorney is in the genuine handwriting of David B. Norris, Jr., and was thereto subscribed by authority of said By-Laws and in deponent's presence.

Notarial Seal



WENDIE WALSH
Notary Public, State of New Jersey
No. 0054504
Commission Expires April 18, 2018

Wendie Walsh

Notary Public

CERTIFICATION

Extract from the By-Laws of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY:

"All powers of attorney for and on behalf of the Company may and shall be executed in the name and on behalf of the Company, either by the Chairman or the President or a Vice President or an Assistant Vice President, jointly with the Secretary or an Assistant Secretary, under their respective designations. The signature of such officers may be engraved, printed or lithographed. The signature of each of the following officers: Chairman, President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary and the seal of the Company may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such power of attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached."

I, Dawn M. Chloros, Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY (the "Companies") do hereby certify that

- (i) the foregoing extract of the By-Laws of the Companies is true and correct,
- (ii) the Companies are duly licensed and authorized to transact surety business in all 50 of the United States of America and the District of Columbia and are authorized by the U.S. Treasury Department; further, Federal and Vigilant are licensed in the U.S. Virgin Islands, and Federal is licensed in American Samoa, Guam, Puerto Rico, and each of the Provinces of Canada except Prince Edward Island; and
- (iii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Warren, NJ this July 2, 2015.



Dawn M. Chloros

Dawn M. Chloros, Assistant Secretary

IN THE EVENT YOU WISH TO NOTIFY US OF A CLAIM, VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT ADDRESS LISTED ABOVE, OR BY Telephone (908) 903-3493 Fax (908) 903-3656 e-mail: surety@chubb.com

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, Susan J Mc Gowan, Donna L Welsh, Donna J Frowd, Debbie L Welsh, 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 Vice President and its corporate seal to be hereto affixed on this 18th day of June, 2015.



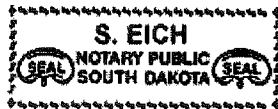
WESTERN SURETY COMPANY

Paul T. Bruflat
Paul T. Bruflat, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 18th day of June, 2015, 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 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
February 12, 2021



S. Eich
S. Eich, 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 2nd day of July, 2015.



WESTERN SURETY COMPANY

L. Nelson
L. Nelson, Assistant Secretary



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
07/14/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER MCGRIFF, SEIBELS & WILLIAMS OF TEXAS, INC. 818 Town & Country Blvd, Suite 500 Houston, TX 77024-4549	CONTACT NAME: PHONE (A/C, No. Ext): 713-877-8975 FAX (A/C, No): 713-877-8974 E-MAIL ADDRESS:
INSURER(S) AFFORDING COVERAGE NAIC #	
INSURER A: Liberty Mutual Fire Insurance Company 23035	
INSURER B: LM Insurance Corporation 33600	
INSURER C: Liberty Insurance Corporation 42404	
INSURER D: Commerce and Industry Insurance Company 19410	
INSURER E: Chartis Specialty Insurance Company 26883	
INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** CFYW28XZ **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
C	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY			TB7-C91-463703-065	02/28/2015	02/28/2016	EACH OCCURRENCE	\$ 2,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						MED EXP (Any one person)	\$ 10,000
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC						PERSONAL & ADV INJURY	\$ 2,000,000
	OTHER:						GENERAL AGGREGATE	\$ 4,000,000
							PRODUCTS - COMP/OP AGG	\$ 4,000,000
								\$
C	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY			AS7-C91-463703-075	02/28/2015	02/28/2016	COMBINED SINGLE LIMIT (Ea accident)	\$ 2,000,000
	<input type="checkbox"/> ANY AUTO <input type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						BODILY INJURY (Per accident)	\$
	<input type="checkbox"/> HIRED AUTOS						PROPERTY DAMAGE (Per accident)	\$
							Physical Damage Ded.	5,000
D	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR			BE18255655	02/28/2015	02/28/2016	EACH OCCURRENCE	\$ 10,000,000
	<input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE	\$ 10,000,000
	<input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000							\$
A B C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WC2-691-463703-035 WA5-C9D-463703-045 WC5-C91-463703-055 EW5-69N-463703-025 TX/LA SIR: \$250,000 EW7-69N-463703-015 CA SIR: \$250,000	02/28/2015	02/28/2016	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N	<input type="checkbox"/> N/A				E.L. EACH ACCIDENT	\$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
	Contractor's Pollution Liability			CPO 1238582	02/28/2014	02/28/2016	E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
							Each Loss	\$ 2,000,000
							Aggregate	\$ 2,000,000
							Deductible	\$ 250,000
								\$
								\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Re: ARB Job #1339495

In the event of cancellation by the insurance companies the policies have been endorsed to provide (90) days Notice of Cancellation (except for non-payment) to the Certificate Holder shown below. The City of Long Beach, and its board, officials, employees and agents are included as Additional Insureds as respects the General Liability and Auto Liability. A Waiver of Subrogation applies in favor of The City of Long Beach, and its board, officials, employees and agents as respects the General Liability, Auto Liability and Workers' Compensation. General Liability and Auto Liability are Primary and Non-Contributory. All as required by written contract and subject to policy terms, conditions and exclusions.

CERTIFICATE HOLDER City of Long Beach - G330 Attn: Gary Grewal 2400 E. Spring Street Long Beach, CA 90806	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	--

AGENCY CUSTOMER ID: _____

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

PRODUCER MCGRIFF, SEIBELS & WILLIAMS OF TEXAS, INC.		INSURED ARB, Inc.	
POLICY NUMBER			
CARRIER	NAIC CODE	ISSUE DATE: 07/14/2015	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: _____ FORM TITLE: _____

Professional Liability Policy No. EOC 948566604
Effective 06/15/2015-06/15/2016
Steadfast Insurance Company
\$3,000,000 Each Claim/Aggregate Limit
\$250,000 SIR Each Claim

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

- AUTO DEALERS COVERAGE FORM
- BUSINESS AUTO COVERAGE FORM
- MOTOR CARRIER COVERAGE FORM

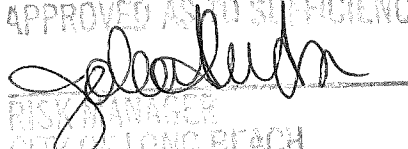
With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

SCHEDULE

Name Of Person(s) Or Organization(s):
City of Long Beach, and its boards, officials, employees, and agents
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph **A.1.** of Section **II** - Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph **D.2.** of Section **I** - Covered Autos Coverages of the Auto Dealers Coverage Form.

APPROVED AS TO SUFFICIENCY

 RISK MANAGER
 CITY OF LONG BEACH
 DATE: 7/15/15

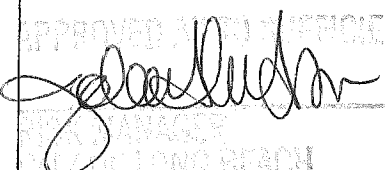
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
City of Long Beach, and its boards, officials, employees, and agents	<p>APPROVED AND EFFICIENCY</p>  <p>DATE: 7/15/15</p>

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This Insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

This endorsement is executed by the LIBERTY INSURANCE CORPORATION

Premium \$

Effective Date

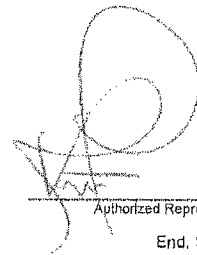
Expiration Date

For attachment to Policy No. TB7-C91-463703-065

Audit Basis

Issued To

Countersigned by



Authorized Representative

Issued

Sales Office and No.

End, Serial No.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
City of Long Beach, and its boards, officials, employees, and agents	

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Section II – Who is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

APPROVED AS TO AUTHORITY
[Signature]
CITY OF LONG BEACH
DATE: 7/15/15

This endorsement is executed by the LIBERTY INSURANCE CORPORATION

Premium \$
Effective Date Expiration Date
For attachment to Policy No. TB7-C91-463703-065
Audit Basis

Issued To

Countersigned by

[Signature]
Authorized Representative

Issued

Sales Office and No.

End. Serial No.