

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

1 CONTRACT

2 **31544**

3 THIS CONTRACT is made and entered, in duplicate, as of March 29,
4 2010 for reference purposes only, pursuant to a minute order adopted by the City Council
5 of the City of Long Beach at its meeting held on March 9, 2010, by and between ARB,
6 INC., a California corporation ("Contractor"), whose address is 26000 Commercentre
7 Drive, Lake Forest, California 92630, and the CITY OF LONG BEACH, a municipal
8 corporation ("City").

9 WHEREAS, pursuant to a "Notice Inviting Bids for the Relocation of Natural
10 Gas Pipelines for Long Beach Gas and Oil Department in the City of Long Beach,
11 California," bids were received, publicly opened on January 21, 2010 and declared on the
12 date specified in said Notice; and

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

14 WHEREAS, the City Council authorized the City Manager to enter a
15 contract with Contractor for the work described in Plans & Specifications No. G-271;

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

18 1. SCOPE OF WORK. Contractor shall furnish all necessary labor,
19 supervision, tools, materials, supplies, appliances, equipment and transportation for the
20 work described in "Plans & Specifications No. G-271 for the Relocation of Natural Gas
21 Pipelines for Long Beach Gas and Oil Department in the City of Long Beach, California,"
22 said work to be performed according to the Contract Documents identified below.
23 However, this Contract is intended to provide to City complete and finished work and, to
24 that end, Contractor shall do everything necessary to complete the work, whether or not
25 specifically described in the Contract Documents.

26 2. PRICE AND PAYMENT.

27 A. City shall pay to Contractor the amount(s) for materials and
28 work identified in Contractor's "Bid for the Relocation of Natural Gas Pipelines for

1 Long Beach Gas and Oil Department 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 Plans & Specifications No. G-271 (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) Change Orders; 2) this Contract;
24 3) Permit(s) from other public agencies; 4) Plans & Specifications No. G-271; 5)
25 Addenda; 6) the City of Long Beach Standard Plans; 7) Standard Specifications;
26 8) other reference specifications; 9) other reference plans; 10) the bid; and 11) the
27 Notice Inviting Bids.

28 4. TIME FOR CONTRACT. Contractor shall commence work on a date

1 to be specified in a written "Notice to Proceed" from City and shall complete all work and
2 shall complete all work prior to August 30, 2010, subject to strikes, lockouts and events
3 beyond the control of Contractor. Time is of the essence hereunder. City will suffer
4 damage if the work is not completed within the time stated, but those damages would be
5 difficult or impractical to determine. So, Contractor shall pay to City, as liquidated
6 damages, the amount stated in the Contract Documents.

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

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

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

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

28 9. INSURANCE. Prior to commencement of work, and as a condition

1 precedent to the effectiveness of this Contract, Contractor shall provide to City evidence
2 of all insurance required in the Contract Documents.

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

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

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

17 12. COORDINATION WITH GOVERNMENTAL REGULATIONS.

18 A. If the work is terminated pursuant to an order of any Federal
19 or State authority, Contractor shall accept as full and complete compensation
20 under this Contract such amount of money as will equal the product of multiplying
21 the Contract price stated herein by the percentage of work completed by
22 Contractor as of the date of such termination, and for which Contractor has not
23 been paid. If the work is so terminated, the City Engineer, after consultation with
24 Contractor, shall determine the percentage of work completed and the
25 determination of the City Engineer shall be final.

26 B. If Contractor is prevented, in any manner, from strict
27 compliance with the Plans and Specifications due to any Federal or State law, rule
28 or regulation, in addition to all other rights and remedies reserved to the parties

1 City may by resolution of the City Council suspend performance hereunder until
2 the cause of disability is removed, extend the time for performance, make changes
3 in the character of the work or materials, or terminate this Contract without liability
4 to either party.

5 13. NOTICES.

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

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

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

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

28 16. CERTIFIED PAYROLL RECORDS.

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

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

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

23 17. RESPONSIBILITY OF CONTRACTOR. Notwithstanding anything to
24 the contrary in the Standard Specifications, Contractor shall have the responsibility, care
25 and custody of the work. If any loss or damage occurs to the work that is not covered by
26 collectible commercial insurance, excluding loss or damage caused by earthquake or
27 flood or the negligence or willful misconduct of City, then Contractor shall immediately
28 make the City whole for any such loss or pay for any damage. If Contractor fails or

1 refuses to make the City whole or pay, then City may do so and the cost and expense of
2 doing so shall be deducted from the amount due Contractor from City hereunder.

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

6 19. TAXES AND TAX REPORTING.

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

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

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

28 D. In completing the form and obtaining the permit(s), Contractor

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

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

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

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

28 22. NO PECULIAR RISK. Contractor acknowledges and agrees that the

1 work to be performed hereunder does not constitute a peculiar risk of bodily harm and
2 that no special precautions are required to perform said work.

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

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

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

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

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

28 28. COSTS. If there is any legal proceeding between the parties to

1 enforce or interpret this Contract or to protect or establish any rights or remedies
2 hereunder, the prevailing party shall be entitled to its costs, including reasonable
3 attorney's fees.

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

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

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

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

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

27 C. If the Contractor fails to comply with the EBO, the City may
28 cancel, terminate or suspend the Contract, in whole or in part, and monies due or

1 to become due under the Contract may be retained by the City. The City may also
2 pursue any and all other remedies at law or in equity for any breach.

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

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

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

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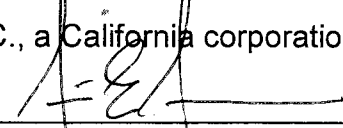
OFFICE OF THE CITY ATTORNEY
ROBERT E. SHANNON, City Attorney
333 West Ocean Boulevard, 11th Floor
Long Beach, CA 90802-4664

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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

February 23, 2010

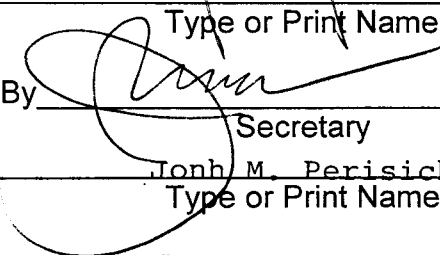
By 

President

Scott E. Summers

Type or Print Name

February 23, 2010

By 

Secretary

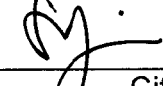
John M. Perisich

Type or Print Name

"Contractor"

CITY OF LONG BEACH, a municipal corporation

3.29, 2010

By  Assistant City Manager

City Manager

EXECUTED PURSUANT TO SECTION 301 OF THE CITY CHARTER.

"City"

This Contract is approved as to form on March 23, 2010.

ROBERT E. SHANNON, City Attorney

By  Deputy

EXHIBIT “A”

Contractor’s Bid

BID EVALUATION LBGO SPEC G-271**ARB - Bid Results**

WO.9891 – PIER G/PIER F 4" PE INSTALL	LS	\$	209,916
WO.9918 – PIER D/E 12" & 2" STEEL INSTALL	LS	\$	515,935
WO.9918 – PIER E/G 10" STEEL INSTALL	LS	\$	155,041
WO.9918 – PIER E/G 16" PC & TAP/STOP	LS	\$	42,365
WO.9845 – TERMINO/BELMONT/ROSWELL	LS	\$	379,331
WO.9932 – JUDSON – 16th ST to PCH	LS	\$	127,195
BID EVALUATION TOTAL		\$	1,429,783

ADDITIONAL BID ITEMS

WO.9891 – PIER F 4" STEEL REMOVAL	LS	\$	60,787
WO.9918 – PIER E AVE STEEL REMOVAL	LS	\$	147,644
WO.9881 – ORANGE AVE at SPRING ST	LS	\$	191,489
WO.9881 – ORANGE AVE at SPRING ST - Incremental Change requested by LBGO	LS	\$	32,625

TOTAL BID		\$	1,862,328
CONTINGENCY (15%)		\$	279,349
TOTAL CONTRACT		\$	2,141,677

NOTICE INVITING BIDS
FOR THE RELOCATION OF NATURAL GAS PIPELINES
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, 2400 E Spring Street, Long Beach, California 90806, until 10:00 a.m. on January 21, 2010, 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-271 for the Relocation of Natural Gas Pipelines 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) 570-2034, 2400 East Spring Street, Long Beach, California 90806, upon payment of \$200.00 for each hard copy set, which must be paid at the time the set is picked up. Electronic versions of the plans and specifications are available at no cost. Plans and specifications cannot be requested by mail.

The contractor shall possess the appropriate licenses at the time the bid is submitted.

The contractor shall commence work on dates to be specified in a written "Notice to Proceed" from the City and shall complete all work prior to August 31, 2010.

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, 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 RELOCATION OF
NATURAL GAS PIPELINES****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 21, 2010 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-271 at the following prices:

DESCRIPTION	UNIT	METHOD OF CONSTRUCTION	ITEM TOTAL
WO.9891 – PIER G/PIER F 4" PE INSTALL	LS		\$..209,916..00...
WO.9891 – PIER F 4" STEEL REMOVAL Remove approximately 230 linear feet of 6" steel pipe and 220 linear feet of 3" steel pipe	LS		\$..60,787..00...
WO.9918 – PIER D/E 12" & 2" STEEL INSTALL	LS		\$..515,935..00...
WO.9918 – PIER E/G 10" STEEL INSTALL	LS		\$..155,041..00...
WO.9918 – PIER E/G 16" PC & TAP/STOP	LS		\$..42,365..00...
WO.9918 – PIER E AVE STEEL REMOVAL	LS		\$..147,644..00...
WO.9845 – TERMINO/BELMONT/ROSWELL	LS		\$..379,331..00...
WO.9881 – ORANGE AVE at SPRING ST	LS		\$..191,489..00...
WO.9932 – JUDSON – 16th ST to PCH	LS		\$..127,195..00...

NAME OF BIDDER ARB, Inc.

Gregory S. Dahl, Vice President

BUSINESS ADDRESS 26000 Commercentre Drive

CITY AND ZIP CODE Lake Forest CA 92630

TELEPHONE 949-598-9242

SPECIFICATION G-271 ADDITIONAL WORK UNIT PRICES

The following unit prices will not be considered in determining the lowest responsible bidder but will be utilized for the sole purpose of reimbursing the Contractor for additional work necessitated by unforeseen circumstances that arise during the course of construction if the actual scope of work differs from these Plans and Specifications.

ITEM	UNIT	UNIT PRICE
Installation of 12" steel pipe & fittings including trenching, backfill and pavement	LF	\$224.00
Installation of 10" steel pipe & fittings including trenching, backfill and pavement	LF	\$121.00
Installation of 12" PE pipe & fittings including trenching, backfill and pavement	LF	\$904.00
Installation of 4" PE pipe & fittings including trenching and backfill and pavement - HDD W.O. 9845	LF	\$73.00
Installation of 2" PE pipe & fittings including trenching and backfill and pavement	LF	\$59.00
Installation of 12" steel pipe offset & fittings – four fittings (<i>Piping</i>)	Each	\$9,000.00
Installation of 10" steel pipe offset & fittings – four fittings (<i>Piping</i>)	Each	\$5,100.00
Installation of 12" PE pipe offset & fittings – four fittings (<i>Piping</i>)	Each	\$5,900.00
Installation of 4" PE pipe offset & fittings – four fittings (<i>Piping</i>)	Each	\$1,840.00
Extra Depth – total excavation depth greater than 5' up to and including 7'	Cubic Yards	\$300.00
Extra Depth – total excavation depth greater than 7' up to and including 9'	Cubic Yards	\$500.00
Extra Depth – total excavation depth greater than 9' Cubic feet	Cubic Yards	\$800.00
Installation of 3/4" service including riser assembly, trenching and backfill	Each	\$950.00
Installation of 1" service including riser assembly, trenching and backfill	Each	\$1,000.00
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	\$650.00
Installation tapping and stopping of 12" pressure control fittings.	Each	\$22,000.00
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
Additional Mobilization per WO	LS	\$10,000.00
Install 4" PE (Open Trench) W.O. 9891	LF	\$260.00

**SPECIFICATION FOR THE RELOCATION OF
NATURAL GAS PIPELINES
FOR LONG BEACH GAS & 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

Ben Waid
Printed Name of Company Representative


Signature of Representative

January 21, 2010
Date



February 2, 2010

Attention: Steve Bateman
Long Beach Gas & Oil Department
2400 East Spring Street
Long Beach, CA 90806

Subject: G-271 Relocation of Natural Gas Pipelines
W.O. 9881 – Orange Avenue and Spring Street
Proposal

Steve:

Per your request ARB is pleased to provide a quotation for W.O. 9881 based on installing 12-inch steel main. Our quotation is based on the revised drawing sent to us via email January 29, 2010.

ARB's Lump Sum Price is \$224,114.00.

Thank you for the opportunity to submit this proposal. If you have any questions or require further information, feel free to contact me at 949-465-7318 or by email at bwaid@arbinc.com.

Sincerely,



Ben Waid
Chief Estimator

WORKERS' COMPENSATION CERTIFICATION

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

Contractor's Name:

ARB, Inc.

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



Scott E. Summers

Title: President

Date: 2/23/10

EXHIBIT "B"

INFORMATION TO COMPLY WITH LABOR CODE SEC. 2810

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

- 1) Workers' Compensation Insurance:
 - A. Policy Number: XWC0898907
 - B. Name of Insurer (NOT Broker): National Union Fire Insurance Company
 - C. Address of Insurer: 70 Pine Street, New York, NY 10270
 - 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: CA 0948575
 - C. Name of Insurer (NOT Broker): National Union Fire Insurance Company
 - D. Address of Insurer: 70 Pine Street, New York, NY 10270
 - 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: 25

- 5) Estimated total wages to be paid those workers: \$392,500.00

- 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: _____
(3) Three

- 8) Taxpayer's Identification Number: [REDACTED]

EXHIBIT "C"

ARB Equipment List
 Long Beach Gas and Oil Dept. FAZ013
 G-271 Relocation of Natural Gas
 Pipelines

EQUIPMENT	LICENSE	SERIAL NUM	DESCRIPTION	REG STAT	DMV RENEWAL	DRIVER
115027			96 FORD F-250 P/U			
115079	6C93321		00 FORD F-250 P/U	P	09/30/2010	LOPEZ, ALFONSO E.
115083	6C93325		00 FORD F-250 P/U	P	09/30/2010	
115086	6C93317		00 FORD F-250 P/U	P	09/30/2010	
115091	6C93320		00 FORD F-250 P/U	P	09/30/2010	MORRISON, WILLIAM DENNIS
115097	6D18046		00 FORD F-250 P/U	P	10/31/2010	
115098			98 CHEVY 2500 P/U			
115099			98 CHEVY 2500 P/U			
115103	6J68352		00 FORD F-250 P/U	P	08/31/2010	
115104	6J68353		00 FORD F-250 P/U	P	08/31/2010	JARVIS, SCOTT R
115106	7E83722		01 FORD F-250 P/U	P	09/30/2010	RODRIGUEZ, MIGUEL A
115107	6K39291		01 FORD F-250 P/U	P	09/30/2010	
115111	6K39297		01 FORD F-250 P/U	P	09/30/2010	KRAHL, JOSHUA LAWRENCE
115114	6H19365		00 FORD F-250 SVC BED	P	11/30/2009	
115118	6M28208		01 FORD F-250 P/U	P	01/31/2011	
115125	8R22575		01 FORD F-250 P/U SUP CAB	Y	03/31/2010	
115126	6V28885		01 FORD F-250 P/U	P	11/30/2009	
115129	6V28893		01 FORD F-250 P/U	P	11/30/2009	JOHNSON, TODD L
115130	6V28882		01 FORD F-250 P/U	P	11/30/2009	
115133	6V28884		01 FORD F-250 P/U	P	11/30/2009	GOLDBERG, BRIAN S
115137	7R13937		03 FORD F-250 P/U	P	04/30/2010	
115138	7D28046		03 FORD F-250 P/U	P	04/30/2010	
115139	7D30008		03 FORD F-250 P/U	P	04/30/2010	
115140	7D30009		03 FORD F-250 P/U	P	04/30/2010	
115141	7D30007		03 FORD F-250 P/U	P	04/30/2010	ORTIZ, SAL R
115142	7D30012		03 FORD F-250 P/U	P	04/30/2010	
115143	7D30010		03 FORD F-250 P/U	P	04/30/2010	
115144	7D30011		03 FORD F-250 P/U	P	04/30/2010	HERNANDEZ, RAUL M
115145	7D72618		03 FORD F-250 P/U	P	04/30/2010	MORENO, STEVEN TRACY
115146	7L34690		04 FORD F-250 P/U SUP CAB	Y	03/31/2010	CURRIE, KENT A
115147	7M10736		04 FORD F-250 P/U	P	05/31/2010	BUCK, MICHAEL L
115149	7M10738		04 FORD F-250 P/U	P	05/31/2010	DENNIS, GARY J
115150	8U33153		04 FORD F-250 P/U	P	05/31/2010	RORICK, CRAIG W
115151	7M10743		04 FORD F-250 P/U	P	05/31/2010	
115154	7M37973		04 FORD F-250 P/U	P	05/31/2010	SEPULVEDA, ANDRES R
115155	7M10741		04 FORD F-250 P/U	P	05/31/2010	
115156	7M10744		04 FORD F-250 P/U	P	05/31/2010	HAGER, MARK J
115159	7N90544		04 FORD F-250 P/U	P	08/31/2010	
115160	7P53034		04 FORD F-250 P/U	P	09/30/2010	
115161	7V03495		05 FORD F-250 P/U	P	04/30/2010	MCCLEAN, STEVE R
115163	7Z24021		06 FORD F-250 P/U	P	09/30/2010	
115164	7Z24023		06 FORD F-250 P/U	P	09/30/2010	SEILHAN, BILLY J
115165	7Z24020		06 FORD F-250 P/U	P	09/30/2010	
115166			02 FORD F-250 P/U			
115167	7Z54747		06 FORD F-350 P/U	P	11/30/2009	LUGO, MICHAEL J

ARB Equipment List
 Long Beach Gas and Oil Dept. FAZ013
 G-271 Relocation of Natural Gas
 Pipelines

EQUIPMENT LIST BY SERIAL NUMBER

EQUIPMENT	LICENSE	SERIAL NUM	DESCRIPTION	REG STAT	DMV RENEWAL	DRIVER
115168			03 FORD F-250 P/U			OPPERMAN, KEVIN L
115169	8K17468		08 FORD F-250 P/U	P	04/30/2010	SCHUELLER, DANIEL R
115170	8K17469		08 FORD F-250 P/U	P	04/30/2010	WHISNAND, MATTHEW L
115171	8M81628		07 DODGE RAM 2500 P/U	Y	07/31/2010	
115172			08 FORD F-250 P/U			
115173	8P20214		08 FORD F-250 P/U	P	01/31/2011	BURGIN, THOMAS W
115174	8P21117		08 FORD F-250 P/U	P	01/31/2011	REYNA, ENRIQUE R
115175	8P21118		08 FORD F-250 P/U	P	01/31/2011	
115176	8P21119		08 FORD F-250 P/U	P	01/31/2011	SWEET, ROBERT F
115177	8P21116		08 FORD F-250 P/U	P	01/31/2011	VERA, GABRIEL V
115178	8P21120		08 FORD F-250 P/U	P	01/31/2011	COLVIN, MICHAEL L
115179	8P20216		08 FORD F-250 P/U	P	01/31/2011	MUNOZ, HECTOR A
115180	8P25369		08 FORD F-250 P/U	P	01/31/2011	RHODES, TERRY W
115181	8P25371		08 FORD F-250 P/U	P	01/31/2011	
115182	8P25373		08 FORD F-250 P/U	P	01/31/2011	AYRES, RHEA J
115183	8P25372		08 FORD F-250 P/U	P	01/31/2011	
115184	8P25374		08 FORD F-250 SVC BED	P	01/31/2011	KELLY, THOMAS A
115185	8P25370		08 FORD F-250 P/U	P	01/31/2011	LATTNER, VINCENT A
115186	8P25375		08 FORD F-250 P/U	P	01/31/2011	
115187	8P25377		08 FORD F-250 P/U	P	01/31/2011	PAYNE, BRUCE CURTIS
115188	8U33147		08 FORD F-250 P/U	P	01/31/2011	KULINSKI, TIMOTHY J
115189	71BBV7		08 FORD F-250 P/U	Y	12/30/2010	HILL, KEVIN E.
115190	74BBV7		08 FORD F-250 P/U	Y	12/31/2010	PATRICK, STEPHEN L
115191	39BBT7		08 FORD F-250 P/U	Y	12/31/2010	MUNOZ, JOSE G
115192	75BBV7		08 FORD F-250 P/U	Y	12/31/2010	REYES, MARIO E
115193	76BBV7		08 FORD F-250 P/U	Y	12/31/2010	WILSON, CHESTER D
115194	40BBT7		08 FORD F-250 P/U	Y	12/31/2010	
115195	72BBV7		08 FORD F-250 P/U	Y	12/31/2010	BENNETT, CASEY J
115196	38BBT7		08 FORD F-250 P/U	Y	12/31/2010	SANCHEZ, MARTIN S
115197			07 CHEV 2500 P/U			
115198			05 TOYOTA TUNDRA			
115535			91 FORD F-250 P/U			

ARB Equipment List
 Long Beach Gas and Oil Dept.
 G-271 Relocation of Natural Gas Pipelines FAZ013

EQUIPMENT LIST BY SERIAL NUMBER

EQUIPMENT	LICENSE	SERIAL NUM	DESCRIPTION	REG STAT	DMV RENEWAL	DRIVER
137025	6L31015		00 FORD F-450 SERVICE	P	11/30/2009	GREENWALD, PETER A
152005	6D28398		99 FORD F-450 SERVICE	P	10/31/2010	FLORES, DANIEL R
152009	6D29565		99 FORD F-450 SERVICE	P	07/31/2010	
152015	7Y65072		99 FORD F-450 SERVICE	P	01/31/2011	
154024	5U51551		99 FORD F-550 SERVICE	P	06/30/2010	HARTMAN, DERRICK C
154026	5U51730		99 FORD F-350 SERVICE	P	07/31/2010	
154027	5U78619		99 FORD F-350 SERVICE	P	07/31/2010	
154028	8E88567		99 FORD F-350 SERVICE	P	08/31/2010	DARNELL, MICHAEL ROBERT
154029	6J68354		00 FORD F-450 SERVICE	P	08/31/2010	
154030	6J85096		00 FORD F-450 SERVICE	P	08/31/2010	
154031	6P52010		00 FORD F-450 SERVICE	P	03/31/2010	BRANDON, BRIAN C
154032	6N82515		00 FORD F-450 SERVICE	P	03/31/2010	HENLEY, GARY D
154033	6W04536		01 FORD F-450 SERVICE	P	11/30/2009	VEGA, LUIS A
154034	6V70733		01 FORD F-450 SERVICE	P	11/30/2009	
154035	6U44367		01 FORD F-450 SERVICE	P	11/30/2009	GOBLE, WILLIAM P
154036	8J64688		01 FORD F-450 SERVICE	P	11/30/2009	
154037	6W35960		01 FORD F-450 SERVICE	P	11/30/2009	
154038	6W35961		02 FORD F-450 SERVICE	P	12/31/2010	SURBY, JOHN E
154040	7E57779		03 FORD F-550 SERVICE	P	05/31/2010	
154041	7V80816		05 FORD F-550 SERVICE/LUBE	P	05/31/2010	HOLLANDER, TIMOTHY W.
154042	7E57780		03 FORD F-550 SERVICE	P	05/31/2010	VILLALOBOS, JOSE G
154043	7E57778		03 FORD F-550 SERVICE	P	05/31/2010	
154044	7E49127		03 FORD F-550 SERVICE	P	05/31/2010	CENDEJAS, ISAIAS A
154045	7E49129		03 FORD F-550 SERVICE	P	05/31/2010	
154046	7E64386		03 FORD F-550 SERVICE	P	05/31/2010	MAGANA, HERIBERTO M
154047	7E49126		03 FORD F-550 SERVICE	P	05/31/2010	
154048	7N85177		04 FORD F-350 UTILITY	P	07/31/2010	ROBERTS, DAVID J
154049	7X33405		05 FORD F-550 SERVICE	P	07/31/2010	COMPARAN, JOSE R
154050	7X73227		05 FORD F-550 SERVICE	P	07/31/2010	
154051	7Y03098		06 FORD F-550 SERVICE	P	07/31/2010	
154052	7Z28850		06 FORD F-550 CONT	P	09/30/2010	
154053	8v12357		06 FORD F-550 CONT	P	09/30/2010	SENTENO, DOMINGO S
154054	7Z59745		05 FORD F-550 SERVICE	P	10/31/2010	RICKER, CORY A
154055	7Z82715		06 FORD F-550 CONT	P	11/30/2009	
154056	7Z83863		06 FORD F-550 CONT	P	11/30/2009	GARCIA, JOSE M
154057	8A04212		06 FORD F-550 CONT	P	12/31/2010	BRERETON, ERIC L
154058	8A04209		06 FORD F-550 CONT	P	12/31/2010	
154059	8A04207		06 FORD F-550 CONT	P	12/31/2010	FIGUEROA, OSCAR R
154060	8A04210		06 FORD F-550 CONT	P	12/31/2010	REITZ, CARY L
154061	8A04208		06 FORD F-550 CONT	P	12/31/2010	WHARTON, BENJIE JAMES
154062	8A04211		06 FORD F-550 CONT	P	12/31/2010	REITZ, TERRY LEE
154063	8N99282		06 FORD F-550 SERVICE	P	12/31/2010	
154064	8A27259		06 FORD F-550 CONT	P	12/31/2010	
154065	8A27260		06 FORD F-550 CONT	P	12/31/2010	
154066	8A27258		06 FORD F-550 CONT	P	12/31/2010	

ARB Equipment List
 Long Beach Gas and Oil Dept. FAZ013
 G-271 Relocation of Natural Gas
 Pipelines

PRIMORIS SERVICES CORPORATION

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>
154067	8K17470		08 FORD F-550 CONT	P	04/30/2010	LEMASTERS, GARY T
154068	8S92312		08 FORD F-550 SERVICE	P	06/30/2010	
154069	8M67642		08 FORD F-550 SERVICE	P	08/31/2010	RAMOS, SERGIO B
154070	8R09686		08 FORD F-550 SERVICE	P	11/30/2009	JORGENSEN, CLINT G
154071	8N64428		08 FORD F-550 SERVICE	P	11/30/2009	ERICKSON, RODNEY W
154072	8N64438		08 FORD F-550 CONT	P	10/31/2010	
154073	8P28060		08 FORD F-550 SERVICE	P	01/31/2011	DIAZ, FRANK JESSE
154074	8P28059		08 FORD F-550 SERVICE	P	01/31/2011	
154075	8P31087		08 FORD F-550 CONT	P	01/31/2011	PLASCENCIA, JOSE J
154076	8R02827		08 FORD F-550 CONT	P	01/31/2011	LOPEZ, HECTOR M
154097	8V03934		09 FORD F-550 UTILITY TRUCK	Y	04/30/2010	
154098	8V03935		09 FORD F-550 UTILITY TRUCK	Y	04/30/2010	
154099	8T80022		09 FORD F-550 UTILITY TRUCK	P	05/31/2010	AMADOR, SERGIO B.
154100	8T80020		09 FORD F-550 UTILITY TRUCK	Y	05/31/2010	
154101	8T80027		09 FORD F-550 UTILITY TRUCK	P	05/31/2010	
154102	8T80021		09 FORD F-550 UTILITY TRUCK	P	05/31/2010	
154103			09 FORD F-550 UTILITY TRUCK			
154104			09 FORD F-550 UTILITY TRUCK			
154105			09 FORD F-550 UTILITY TRUCK			

ARB Equipment List
 Long Beach Gas and Oil Dept.
 G-271 Relocation of Natural Gas Pipelines ^{FAZ013}

<u>EQUIPMENT</u>	<u>LICENSE</u>	<u>SERIAL NUM</u>	<u>DESCRIPTION</u>	<u>REG STAT</u>	<u>DMV RENEWAL</u>	<u>DRIVER</u>
135017			99 FORD F-350 FLATBED			
135018			99 FORD F-350 FLATBED			
135019			98 FORD F-450 FLATBED			
135020			98 FORD F-450 FLATBED			
137021	8J88176		00 FORD F-450 FLATBED	P	09/30/2010	LEIVA, YIMY Y.
137022	6K30788		00 FORD F-450 FLATBED	P	09/30/2010	
137023	6K39769		00 FORD F-450 FLATBED	P	09/30/2010	
137024	8J88175		00 FORD F-450 FLATBED	P	09/30/2010	
137030	6V52800		01 FORD F-450 FLATBED	P	11/30/2009	
137031	7D73111		03 FORD F-550 FLATBED W/RACK	P	04/30/2010	
137032	7D73112		03 FORD F-550 FLATBED W/RACK	P	04/30/2010	
137033	7D73113		03 FORD F-550 FLATBED	P	04/30/2010	MENJIVAR, JOSE A
137034	7D73114		03 FORD F-550 FLATBED	P	04/30/2010	IGNATOV, VALERI I
137035	7D73116		03 FORD F-550 FLATBED	P	04/30/2010	VILLEGAS, MARCOS A
137036	7D86219		03 FORD F-550 FLATBED	P	04/30/2010	ACOSTA, LEOPOLDO M
137037	7D86220		03 FORD F-550 FLATBED	P	04/30/2010	KOEPKE, GERALD D
137038	7K91286		04 FORD F-550 FLATBED	P	09/30/2010	
137039	7K91287		04 FORD F-550 FLATBED	P	09/30/2010	ELLIS, GERY E
137040	7K91288		04 FORD F-550 FLATBED	P	09/30/2010	
137041	7K91290		04 FORD F-550 FLATBED	P	09/30/2010	NIETO, RICHARD P
137042	7K91289		04 FORD F-550 FLATBED	P	09/30/2010	
137043	7K91291		04 FORD F-550 FLATBED	P	09/30/2010	
137044	7K91292		04 FORD F-550 FLATBED	P	09/30/2010	
137045	7K91293		04 FORD F-550 FLATBED	P	09/30/2010	
137046	7X79451		05 FORD F-550 FLATBED	P	05/31/2010	
137047			06 FORD F-350 FLATBED			
137048	8M45509		08 FORD F-550 FLATBED	P	08/31/2010	NEAL, JOHN R
137049	8N64426		08 FORD F-550 FLATBED	P	11/30/2009	GUTIERREZ, JOEL F
137050	8R10323		08 FORD F-550 FLATBED	P	01/31/2011	
137051	8P28056		08 FORD F-550 FLATBED	P	01/31/2011	GALVEZ, ROBERT J
137052	8P28058		08 FORD F-550 FLATBED	P	01/31/2011	
137053	8P28057		08 FORD F-550 FLATBED	P	01/31/2011	CHRISTIE, MARK R
137054	8T80198		09 FORD F-550 FLATBED	P	06/30/2010	
152007	6K13667		99 FORD F-450 FLATBED	P	11/30/2009	

ARB Equipment List
 Long Beach Gas and Oil Dept. FA2013
 G-271 Relocation of Natural Gas
 Pipelines

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>
178002	8E88598		02 FORD F-650 FLATBED DUMP	P	03/31/2010	
178003	8E87966		02 FORD F-650 FLATBED DUMP	P	03/31/2010	
178004	6Z74023		02 FORD F-650 FLATBED DUMP	P	03/31/2010	
178005	7F23925		04 FORD F-650 FLATBED DUMP	P	07/31/2010	
178006	6H19939		04 FORD F-650 FLATBED DUMP	P	07/31/2010	
178007	7F23928		04 FORD F-650 FLATBED DUMP	P	07/31/2010	
178008	7F23923		04 FORD F-650 FLATBED DUMP	P	07/31/2010	
178009	7F23927		04 FORD F-650 FLATBED DUMP	P	07/31/2010	
178010	7U71058		04 FORD F-650 FLATBED DUMP	P	09/30/2010	WOOLFOLK, CALVIN D.
178011	8S92317		04 FORD F-650 FLATBED DUMP	P	09/30/2010	
178012	7K91296		04 FORD F-650 FLATBED DUMP	P	09/30/2010	MORRIS, MARDELLAS L
178013	7K91297		04 FORD F-650 FLATBED DUMP	P	09/30/2010	
178014	7K91298		04 FORD F-650 FLATBED DUMP	P	09/30/2010	
178015	7K91299		04 FORD F-650 FLATBED DUMP	P	09/30/2010	
178016	7K91300		04 FORD F-650 FLATBED DUMP	P	09/30/2010	
178017	8V12388		04 FORD F-650 FLATBED DUMP	P	09/30/2010	
178018	7K91302		04 FORD F-650 FLATBED DUMP	I	09/30/2010	
178019	7K91303		04 FORD F-650 FLATBED DUMP	P	09/30/2010	
178020	8K61762		04 FORD F-650 FLATBED DUMP	P	09/30/2010	
191015	7U71055		90 GMC 7000 2 TON DUMP	P	10/31/2010	

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 Accu-Bore Directional Drill, Inc.BoringAddress PO Box 2703Dollar Amount of Contract \$ 68,770.00City Pismo Beach CA 93448MBE / WBE / (OTHER) Racial Origin N/A
(circle one)Phone No. 805-481-4475

License No. _____

Name Koppl Pipeline ServicesTaps & Stops - Gas HandlingAddress 1228 West Date StreetDollar Amount of Contract \$ 87,500.00City Montebello CAMBE / WBE / (OTHER) Racial Origin N/A
(circle one)Phone No. 323-888-2211License No. 844802Name Miller Environmental, Inc.Asbestos AbatementAddress 2210 South Dupont DriveDollar Amount of Contract \$ 26,800.00City Anaheim, CA 92806MBE / WBE / (OTHER) Racial Origin N/A
(circle one)Phone No. 714-385-0099License No. 772797Name AlencoMud JackingAddress 2109 Gundry AvenueDollar Amount of Contract \$ 18,500.00City Signal Hill, CAMBE / WBE / (OTHER) Racial Origin N/A
(circle one)

Phone No. _____

License No. 704111Name All American AsphaltPermanent Asphalt PavingAddress 400 East 6th StreetDollar Amount of Contract \$ 20,275.00City Corona, CA 92878MBE / WBE / (OTHER) Racial Origin N/A
(circle one)Phone No. 951-736-7600License No. 267073 A

** REPRODUCE AND ATTACH ADDITIONAL SHEETS AS NEEDED.

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 Ayala Boring, Inc.
 Address 10150 Poplar Avenue
 City Fontana, CA. 92335
 Phone No. (909) 350-8940

Boring
 Dollar Amount of Contract \$ 5,500.00
 MBE / WBE / OTHER Racial Origin Hispanic
(circle one)
 License No. 388577

Name _____
 Address _____
 City _____
 Phone No. _____

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

Name _____
 Address _____
 City _____
 Phone No. _____

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

Name _____
 Address _____
 City _____
 Phone No. _____

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

Name _____
 Address _____
 City _____
 Phone No. _____

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

**** REPRODUCE AND ATTACH ADDITIONAL SHEETS AS NEEDED.**

APPENDIX "A"

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.

State of California
BOARD OF EQUALIZATION

SALES AND USE TAX REGULATIONS

Regulation 1699.6 USE TAX DIRECT PAYMENT PERMITS

Reference: Sections 6007, 6070, and 7051.3, Revenue and Taxation Code

(a) **FOREWORD.** "Use tax direct payment permit" means a permit issued by the board that allows a use tax direct payment permit holder to self-assess and pay state, local, and district use taxes under Part 1 (commencing with Section 6001, Part 1.5 (commencing with Section 7200), and, if applicable, Part 1.6 (commencing with Section 7251) directly to the board. The provisions of this regulation apply only to transactions subject to use tax.

(b) (1) **APPLICATION FOR PERMIT.** Persons seeking to pay use taxes directly to the board shall file an application for a use tax direct payment permit. An application for a use tax direct payment permit shall be made on Board of Equalization Form BOE-400-DP (no revision date). The application shall be signed by the owner, if a natural person; in the case of an association or partnership, by a member or partner; and in the case of a corporation, by an executive officer or some person specifically authorized by the corporation to sign the application.

(2) Within 30 days of receipt of an application for a direct payment permit the board shall inform the applicant in writing either that the application is complete and has been accepted or that the application is deficient and what additional specific information is required to make the application complete. Within 60 days of acceptance of a complete application the board shall approve or deny the issuance of a direct payment permit and notify the applicant in writing of its decision.

(c) **REQUIREMENTS FOR PERMIT.** Pursuant to an application, a use tax direct payment permit shall be issued to any person who meets all of the following conditions:

(1) The applicant agrees to self-assess and pay directly to the board any use tax liability incurred under this regulation.

(2) The applicant certifies to the board either of the following:

(A) The applicant is the purchaser for its own use or is the lessee of tangible personal property subject to the use tax at a cost of five hundred thousand dollars (\$500,000) or more in the aggregate, during the calendar year immediately preceding the application for the permit. Tangible personal property purchased for own use includes both property subject to use tax and property exempt from use tax except that it does not include property purchased for resale; or

(B) The applicant is a county, city, city and county, or redevelopment agency.

(d) **REPORTING OF LOCAL USE TAX.** Any person who holds a valid use tax direct payment permit shall self-assess and pay directly to the board with each return the use taxes due under Division 2, Part 1 (commencing with Section 6001), Part 1.5 (commencing with Section 7200), and, if applicable, Part 1.6 (commencing with Section 7251), for all purchases subject to use tax for which a use tax direct payment exemption certificate was issued, and shall report the local use tax component to the jurisdiction in which the property is located at the time the state imposed use tax must be reported. Temporary storage for the purpose of reporting local tax shall be disregarded. Any tax so reported may be redistributed in accordance with law.

(e) **RETURNS.** On or before the last day of the month following each quarterly period, a holder of a direct payment permit shall file a return with the board. The person required to file the return shall deliver it together with a remittance for the amount of tax due to the board. The return shall show the aggregate sales price of tangible personal property purchased during the reporting period with respect to which the person filing the return has issued a use tax direct payment exemption certificate relieving the retailer of liability for reporting and paying use tax, and such other information as the board may require.

(f) **EXEMPTION CERTIFICATES.** The board shall allow any holder of a use tax direct payment permit to issue a use tax direct payment certificate to any registered retailer or seller subject to all of the following:

Regulation 1699.6 (Continued)

(1) The use tax direct payment exemption certificate shall be in a form prescribed by the board, and shall be signed by, and bear the name, address, and permit number of, the holder of the use tax direct payment permit.

(2) Once a use tax direct payment exemption certificate has been issued by a holder of a use tax direct payment permit, it shall remain effective until revised or withdrawn by the holder of the permit or until the retailer or seller has received written notice that the permit has been revoked by the board.

(3) A use tax direct payment certificate relieves a person selling property from the duty of collecting use tax only if taken timely and in good faith from a person who holds a use tax direct payment permit. A certificate will be considered timely if it is taken at any time before the seller bills the purchaser for the property, or any time within the seller's normal billing and payment cycle, or any time at or prior to delivery of the property to the purchaser.

(4) A purchaser who issues a use tax direct payment certificate that is accepted in good faith by a seller or retailer of tangible personal property shall be the sole person liable for any sales tax and related interest and penalties with respect to any transaction that is subsequently determined by the board to be subject to sales tax and not use tax. The local sales tax portion so determined shall be allocated to the city, county, city and county, or redevelopment agency to which the tax would have been allocated if it had been reported and paid by the retailer in accordance with Part 1.5 (commencing with Section 7200). Such allocation shall be based on the place of sale as provided in Regulation 1802 and Regulation 1822.

(5) Any person who holds a use tax direct payment permit and gives a use tax direct payment certificate to a seller or retailer shall, in addition to any applicable use tax liabilities, be subject to the same penalty provisions that apply to a seller or retailer.

(g) RESALE TRANSACTIONS. A use tax direct payment exemption certificate shall not be substituted for a resale certificate, because the tax consequences are different. Resale certificates shall only be issued with respect to property which the purchaser intends to resell, and use tax direct payment exemption certificates shall be issued only for property purchased for use or other consumption. If a retailer makes sales under both a use tax direct payment exemption certificate and a resale certificate to the same customer, an audit trail must be maintained to identify which property is sold pursuant to each certificate.

(h) REVOCATION OF PERMIT. The board may revoke the use tax direct payment permit of any person who fails to purchase tangible personal property for own use of at least \$500,000 per year. The permit shall remain valid for all transactions taking place prior to the date the permit is revoked.

(i) SUCCESSOR ENTITIES. A successor entity to a use tax direct payment permit holder shall qualify to obtain a use tax direct payment permit if the predecessor entity so qualified in the calendar year in which the succession occurred but must obtain its own permit.

(j) OPERATIVE DATE. The provisions of this regulation apply only to purchases that occur on or after January 1, 1998.

History: Adopted September 23, 1998, effective July 9, 1999.

Regulations are issued by the State Board of Equalization to implement, interpret or make specific provisions of the California Sales and Use Tax Law and to aid in the administration and enforcement of that law. If you are in doubt about how the Sales and Use Tax Law applies to your specific activity or transaction, you should write the nearest State Board of Equalization office. Requests for advice regarding a specific activity or transaction should be in writing and should fully describe the facts and circumstances of the activity or transaction.



Notice

STATE BOARD OF EQUALIZATION

450 N Street
Sacramento
California 95814

BOARD MEMBERS

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First District
Hayward

DEAN F. ANDAL
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Stockton

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Fourth District
Los Angeles

Kathleen Connel
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Sacramento

Executive Director
BURTON W. OLIVER

Sales Tax Jobsite Sub-Permits for Construction Contractors

Some construction contractors are liable for sales or use tax on materials and fixtures consumed or sold on construction contracts. A portion of that tax, the local tax, is distributed to the county government, and city governments within the county, of the jobsite location. The allocation of the local tax is performed by listing the amount of local tax due to each county on Schedule B of the sales and use tax return.

Effective January 1, 1995, construction contractors may elect to allocate the local sales and use tax derived from construction contracts of \$5,000,000 (five million dollars) or more directly to the local jurisdiction where the jobsite is located. This is accomplished by obtaining a sub-permit of their seller's permit for a specific jobsite and allocating the local tax to that jobsite on Schedule C of their sales and use tax return. This qualifying contract price applies to each contract or sub-contract for work performed at the jobsite. Contractors who are already fulfilling a construction contract on January 1, 1995, must have work remaining with a value of \$5,000,000 or more. The sub-permit will be automatically closed-out six months after the estimated completion date of the contract. If delays extend the completion date, contractors should contact the Board of Equalization to extend the active period of the sub-permit.

Permits will not be issued to contractors who are not normally sellers of materials. Contractors may not purchase tangible personal property for resale, including materials, which they will install or consume at the jobsite.

Contractors may not purchase machinery and equipment, to be used on the construction job, without payment of sales tax in order to allocate the use tax to the specific jobsite.

Local tax on sales of machinery and equipment by the contractor as part of the contract, should continue to be allocated to the contractor's permanent place of business where the principal negotiations of the contract take place in accordance with Regulation 1802.

In accordance with Regulation 1806, where the contractor has not elected to obtain a sub-permit, local tax must still be allocated countywide using Schedule B for jobsites which have contracts of \$5,000,000 or more along with smaller contracts of less than \$5,000,000.

If you have any questions regarding a sub-permit for construction jobsites, please contact the nearest Board of Equalization office.

January 1985



State of California
BOARD OF EQUALIZATION

SALES AND USE TAX REGULATIONS

Regulation 1699. PERMITS

Reference: Sections 6066-6075, Revenue and Taxation Code.

(a) IN GENERAL – NUMBER OF PERMITS REQUIRED. Every person engaged in the business of selling (or leasing under a lease defined as a sale in Revenue and Taxation Code section 6006(g)) tangible personal property of a kind the gross receipts from the retail sale of which are required to be included in the measure of the sales tax, and only a person actively so engaged, is required to hold a permit for each place of business in this state at which transactions relating to sales are customarily negotiated with his or her customers. For example:

A permit is required for a branch sales office at which orders are customarily taken or contracts negotiated, whether or not merchandise is stocked there.

No additional permits are required for warehouses or other places at which merchandise is merely stored and which customers do not customarily visit for the purpose of making purchases and which are maintained in conjunction with a place of business for which a permit is held; but at least one permit must be held by every person maintaining stocks of merchandise in this state for sale. However, permits are required for warehouses or other places at which merchandise is stored and from which retail sales of such merchandise negotiated out of state are delivered or fulfilled.

If two or more activities are conducted by the same person on the same premises, even though in different buildings, only one permit is required. For example:

A service station operator having a restaurant in addition to the station on the same premises requires only one permit for both activities.

(b) PERSONS SELLING IN INTERSTATE COMMERCE OR TO UNITED STATES GOVERNMENT. A permit is not required to be held by persons all of whose sales are made exclusively in interstate or foreign commerce but a permit is required of persons notwithstanding all their sales (or leases under a lease defined as a sale in Revenue and Taxation Code section 6006(g)) are made to the United States or instrumentalities thereof.

(c) PERSONS SELLING FEED. Effective April 1, 1996, a permit is not required to be held by persons whose sales consist entirely of sales of feed for any form of animal life of a kind the products of which ordinarily constitute food for human consumption (food animals), or for any form of animal life not of such a kind (nonfood animals) which are being held for sale in the regular course of business, provided no other retail sales of tangible personal property are made.

If a seller of hay is also the grower of the hay, this exemption shall apply only if either:

1. The hay is produced for sale only to beef cattle feedlots or dairies, or
2. The hay is sold exclusively through a farmer-owned cooperative.

(d) CONCESSIONAIRES. For the purposes of this regulation, the term concessionaire is defined as an independent retailer who is authorized, through contract with, or permission of, another retail business enterprise (the prime retailer), to operate within the perimeter of the prime retailer's own retail business premises, which to all intents and purposes appear to be wholly under the control of that prime retailer, and to make retail sales that to the general public might reasonably be believed to be the transactions of the prime retailer. Some indicators that a retailer is *not* operating as a concessionaire are that he or she:

- Appears to the public to be a business separate and autonomous from the prime retailer. Examples of businesses that may appear to be separate and autonomous, while operating within the prime retailer's premises, are those with signs posted on the premises naming each of such businesses, those with separate cash registers, and those with their own receipts or invoices printed with their business name.
- Maintains separate business records, particularly with respect to sales.

Regulation 1699. (Cont.)

- Establishes his or her own selling prices.
- Makes business decisions independently, such as hiring employees or purchasing inventory and supplies.
- Registers as a separate business with other regulatory agencies, such as an agency issuing business licenses, the Employment Development Department, and/or the Secretary of State.
- Deposits funds into a separate account.

In cases where a retailer is not operating as a concessionaire, the prime retailer is *not* liable for any tax liabilities of the retailer operating on his or her premises. However, if a retailer is deemed to be operating as a concessionaire, the prime retailer may be held jointly and severally liable for any sales and use taxes imposed on unreported retail sales made by the concessionaire while operating as a concessionaire. Such a prime retailer will be relieved of his or her obligation for sales and use tax liabilities incurred by such a concessionaire for the period in which the concessionaire holds a permit for the location of the prime retailer or in cases where the prime retailer obtains and retains a written statement that is taken in good faith in which the concessionaire affirms that he or she holds a seller's permit for that location with the Board. The following essential elements must be included in the statement in order to relieve the prime retailer of his or her liability for any unreported tax liabilities incurred by the concessionaire:

- The permit number of the concessionaire
- The location for which the permit is issued (must show the concessionaire's location within the perimeter of the prime retailer's location)
- Signature of the concessionaire
- Date

While any statement, taken timely, in good faith and containing all of these essential elements will relieve a prime retailer of his or her liability for the unreported sales or use taxes of a concessionaire, a suggested format of an acceptable statement is provided as Appendix A to this regulation. While not required, it is suggested that the statement from the concessionaire contain language to clarify which party will be responsible for reporting and remitting the sales and/or use tax due on his or her retail sales.

In instances where the lessor, or grantor of permission to occupy space, is not a retailer himself or herself, he or she is not liable for any sales or use taxes owed by his or her lessee or grantee. In instances where an independent retailer leases space from another retailer, or occupies space by virtue of the granting of permission by another retailer, but does not operate his or her business within the perimeter of the lessor's or grantor's own retail business, such an independent retailer is not a concessionaire within the meaning of this regulation. In this case, the lessor or grantor is not liable for any sales or use taxes owed by the lessee or grantee.

(e) AGENTS. If agents make sales on behalf of a principal and do not have a fixed place of business, but travel from house to house or from town to town, it is unnecessary that a permit be obtained for each agent if the principal obtains a permit for each place of business located in California. If, however, the principal does not obtain a permit for each place of business located in California, it is necessary for each agent to obtain a permit.

(f) INACTIVE PERMITS. A seller's permit may only be held by a person actively engaged in business as a seller of tangible personal property. The Board may revoke a seller's permit where it finds that the person holding the permit is not actively engaged in business as a seller of tangible personal property.

(1) Any person who holds a seller's permit but is not actively engaged in business as a seller of tangible personal property shall promptly surrender the permit by notifying the Board to cancel it.

(2) Except as explained in paragraph (3) of this subdivision, a person holding a seller's permit will be held liable for any taxes, interest, and penalties incurred, through the date on which the Board is notified to cancel the permit, by any other person who, with the permit holder's actual or constructive knowledge, uses the permit in any way. For example, a permit holder may be held liable for tax, interest, and penalty actually incurred by his or her transferee where the transferee displays the permit in his or her place of business, or uses the permit number on a resale certificate, or files sales and use tax returns under the permit number. The permit holder has the burden of establishing that the Board received notice to cancel the permit.

(A) The permit holder may notify the Board by delivering the actual seller's permit to the Board with the clear request that the permit be canceled. Where the reason for cancellation is that the permit holder transferred the business, the permit holder should identify the name and address of the transferee at the time the permit is surrendered to the Board. The permit holder may also notify the Board by delivering a written statement or email to

Regulation 1699. (Cont.)

the Board that the permit holder has transferred or otherwise ceased the business, or will do so at a specified time, and requesting that the permit be canceled. The statement should identify the name and address of the transferee, if any. The permit holder may also provide this notice to the Board orally, but it will be presumed that such notice was *not* provided unless the Board's records reflect that the permit holder clearly notified the Board of the cessation or transfer of the business for which the permit was held.

(B) The Board will also be regarded as having received notice of cancellation of the permit, and the permit holder will be excused from liability for the tax, interest, and penalty incurred by another person using the permit, as of the date the Board receives actual notice of transfer of the business for which the permit was issued. It will be presumed such notice was *not* received by the Board unless the Board's records reflect that the Board received a clear notice of the cessation or transfer of the business for which the permit was held. For example, the Board's receipt of an application for a seller's permit from the transferee constitutes sufficient notice if it contains adequate information to show that the application pertains to the same business for which the permit was held. Notice to another state agency of a transfer or cessation of a business does *not* constitute notice to the Board. Rather, the Board must itself receive actual notice of the transfer or cessation of business.

(3) Where the permit holder does not establish that the Board received actual notice of the transfer of the business for which the permit was held and is thus liable for the taxes, interest, and penalties incurred by another person using that permit, that liability is limited to the quarter in which the business was transferred and the three subsequent quarters, and shall not include any penalties imposed on the other person for fraud or intent to evade the tax. However, these limitations (liability only for the quarter in which the business was transferred and the three subsequent quarters and no fraud or intent to evade penalty) do *not* apply where, after the transfer of the business, 80 percent or more of the real or ultimate ownership of that business is held by the permit holder. For these purposes, stockholders, bondholders, partners, or other persons holding an ownership interest in an entity are regarded as having the "real or ultimate ownership" of that entity.

(g) **DUE DATE OF RETURNS - CLOSEOUT OF ACCOUNT ON YEARLY REPORTING BASIS.** Where a person authorized to file tax returns on a yearly basis transfers the business to another person or discontinues it before the end of the yearly period, a closing return shall be filed with the Board on or before the last day of the month following the close of the calendar quarter in which the business was transferred or discontinued.

(h) **BUYING COMPANIES - GENERAL.**

(1) **DEFINITION.** For the purpose of this regulation, a buying company is a legal entity that is separate from another legal entity that owns, controls, or is otherwise related to, the buying company and which has been created for the purpose of performing administrative functions, including acquiring goods and services, for the other entity. It is presumed that the buying company is formed for the operational reasons of the entity which owns or controls it or to which it is otherwise related. A buying company formed, however, for the sole purpose of purchasing tangible personal property ex-tax for resale to the entity which owns or controls it or to which it is otherwise related in order to re-direct local sales tax from the location(s) of the vendor(s) to the location of the buying company shall not be recognized as a separate legal entity from the related company on whose behalf it acts for purposes of issuing it a seller's permit. Such a buying company shall not be issued a seller's permit. Sales of tangible personal property to third parties will be regarded as having been made by the entity owning, controlling, or otherwise related to the buying company. A buying company that is not formed for the sole purpose of so re-directing local sales tax shall be recognized as a separate legal entity from the related company on whose behalf it acts for purposes of issuing it a seller's permit. Such a buying company shall be issued a seller's permit and shall be regarded as the seller of tangible personal property it sells or leases.

(2) **ELEMENTS.** A buying company is not formed for the sole purpose of re-directing local sales tax if it has one or more of the following elements:

(A) Adds a markup to its cost of goods sold in an amount sufficient to cover its operating and overhead expenses.

(B) Issues an invoice or otherwise accounts for the transaction.

The absence of any of these elements is not indicative of a sole purpose to redirect local sales tax.

(i) **WEB SITES.** The location of a computer server on which a web site resides may not be issued a seller's permit for sales tax purposes except when the retailer has a proprietary interest in the server and the activities at that location otherwise qualify for a seller's permit under this regulation.

Regulation 1699. (Cont.)

History: Effective July 1, 1939.

Adopted as of January 1, 1945, as a restatement of previous rulings.

Amended August 2, 1965, applicable on and after August 1, 1965.

Amended and renumbered November 3, 1969, effective December 5, 1969.

Amended May 25, 1977, effective June 24, 1977.

Amended May 1, 1985, effective May 31, 1985. Subdivision (e)(2) has been changed to provide that penalties for intent to evade the tax are excluded from the type of penalty the permit holder would be liable for if the permit holder fails to notify the Board of the transfer of a business.

Amended June 22, 1995, effective July 22, 1995. Amended subdivision (e) as provided in Statutes of 1993, Chapter 1109.

Amended April 25, 1996, effective May 25, 1996. Added new (c) to incorporate provisions of Chapter 696, Statutes of 1995 and renumbered the following subdivisions.

Amended May 30, 2001, effective September 7, 2001. Subdivision (d)—Existing language deleted—Four new unnumbered paragraphs added to define "concessionaire" and clarify the relationship between concessionaire and prime retailer. New Appendix A was added to provide a suggested form for the Certification of Permit—Concessionaire.

Amended February 6, 2002, effective June 14, 2002. Subdivisions (h) and (i) added.

Amended November 15, 2005, effective December 13, 2006. Added sentence to subdivision (a) to explain that permits are required for locations at which merchandise is stored when the retailer negotiates sales out of state but fulfills such sales from stocks of goods located in this state.

Amended November 15, 2007, effective February 23, 2008. Amended subdivision (f) to clarify the methods for notifying the Board when a seller's permit becomes inactive. The amendments also explain the limitation on predecessor's liability set forth in Revenue and Taxation Code section 6071.1 and make it clear that the fraud penalty can be imposed on a predecessor when the ownership of the successor who committed fraud is substantially the same as the predecessor ownership.

Regulations are issued by the State Board of Equalization to implement, interpret or make specific provisions of the California Sales and Use Tax Law and to aid in the administration and enforcement of that law. If you are in doubt about how the Sales and Use Tax Law applies to your specific activity or transaction, you should write the nearest State Board of Equalization office. Requests for advice regarding a specific activity or transaction should be in writing and should fully describe the facts and circumstances of the activity or transaction.

State of California
BOARD OF EQUALIZATION

SALES AND USE TAX REGULATIONS

Regulation 1802. PLACE OF SALE AND USE FOR PURPOSES OF BRADLEY-BURNS UNIFORM LOCAL SALES AND USE TAXES.

Reference: Sections 6012.6, 6015, 6359, 6359.45, 7202, 7203, 7203.1, 7204.03 and 7205, Revenue and Taxation Code.

(a) IN GENERAL.

(1) **RETAILERS HAVING ONE PLACE OF BUSINESS.** For the purposes of the Bradley-Burns Uniform Local Sales and Use Tax Law, if a retailer has only one place of business in this state, all California retail sales of that retailer in which that place of business participates occur at that place of business unless the tangible personal property sold is delivered by the retailer or his or her agent to an out-of-state destination, or to a common carrier for delivery to an out-of-state destination.

(2) **RETAILERS HAVING MORE THAN ONE PLACE OF BUSINESS.**

(A) If a retailer has more than one place of business in this state but only one place of business participates in the sale, the sale occurs at that place of business.

(B) If a retailer has more than one place of business in this state which participate in the sale, the sale occurs at the place of business where the principal negotiations are carried on. If this place is the place where the order is taken, it is immaterial that the order must be forwarded elsewhere for acceptance, approval of credit, shipment, or billing. For the purposes of this regulation, an employee's activities will be attributed to the place of business out of which he or she works.

(3) **PLACE OF PASSAGE OF TITLE IMMATERIAL.** If title to the tangible personal property sold passes to the purchaser in California, it is immaterial that title passes to the purchaser at a place outside of the local taxing jurisdiction in which the retailer's place of business is located, or that the property sold is never within the local taxing jurisdiction in which the retailer's place of business is located.

(b) PLACE OF SALE IN SPECIFIC INSTANCES.

(1) **VENDING MACHINE OPERATORS.** The place of sale is the place at which the vending machine is located. If an operator purchases property under a resale certificate or from an out-of-state seller without payment of tax and the operator is the consumer of the property, for purposes of the use tax, the use occurs at the place where the vending machine is located.

(2) **ITINERANT MERCHANTS.** The place of sale with respect to sales made by sellers who have no permanent place of business and who sell from door to door for their own account shall be deemed to be in the county in which is located the seller's permanent address as shown on the seller's permit issued to him or her. If this address is in a county imposing sales and use taxes, sales tax applies with respect to all sales unless otherwise exempt. If this address is not in a county imposing sales and use taxes, he or she must collect the use tax with respect to property sold and delivered or shipped to customers located in a county imposing sales and use taxes.

(3) **RETAILERS UNDER SECTION 6015.** Persons regarded by the Board as retailers under Section 6015(b) of the Revenue and Taxation Code are regarded as selling tangible personal property through salespersons, representatives, peddlers, canvassers or agents who operate under or obtain the property from them. The place of sale shall be deemed to be:

(A) the business location of the retailer if the retailer has only one place of business in this state, exclusive of any door-to-door solicitations of orders, or

(B) the business location of the retailer where the principal negotiations are carried on, exclusive of any door-to-door solicitations of orders, if more than one in-state place of business of the retailer participates in the sale.

The amendments to paragraph (b)(3) apply only to transactions entered into on or after July 1, 1990.

Regulation 1802. (Contd.)

(4) **AUCTIONEERS.** The place of sale by an auctioneer is the place at which the auction is held. Operative July 1, 1996, auctioneers shall report local sales tax revenue to the participating jurisdiction (as defined in subdivision (d) below) in which the sales take place, with respect to auction events which result in taxable sales in an aggregate amount of \$500,000 or more.

(5) **FACTORY-BUILT SCHOOL BUILDINGS.** The place of sale or purchase of a factory-built school building (relocatable classroom) as defined in paragraph (c)(4)(B) of Regulation 1521 (18 CCR 1521), Construction Contractors, is the place of business of the retailer of the factory-built school building regardless of whether sale of the building includes installation or whether the building is placed upon a permanent foundation.

(6) **JET FUEL.**

(A) For sales of jet fuel prior to January 1, 2008, the place of sale or purchase of jet fuel is the city, county, or city and county which is the point of the delivery of the jet fuel to the aircraft, if both of the following conditions are met:

1. The principal negotiations for the sale are conducted at the retailer's place of business in this state; and

2. The retailer has more than one place of business in the state.

(B) For sales of jet fuel on or after January 1, 2008, the place of sale or purchase of jet fuel is the city, county, or city and county which is the point of the delivery of the jet fuel to the aircraft.

(C) The local sales or use tax revenue derived from the sale or purchase of jet fuel under the conditions set forth in this subdivision shall be transmitted by the Board, to the city, county, or city and county where the airport is located at which such delivery occurs.

(D) **Multi-Jurisdictional Airports.** For the purposes of this regulation, the term "multi-jurisdictional airport" means and includes an airport that is owned or operated by a city, county, or city and county, that has enacted a state-administered local sales and use tax ordinance and as to which the owning or operating city, county, or city and county is different from the city, county, or city and county in which the airport is located. Through June 30, 2004, the local tax rate is imposed at 1.25% by Revenue and Taxation Code section 7202 (a). Operative July 1, 2004, the local tax rate is imposed at 1% by Revenue and Taxation Code section 7203.1. The local tax revenue derived from sales of jet fuel at a "multi-jurisdictional airport" shall, notwithstanding subdivision (B), be transmitted by the Board as follows:

1. In the case of the 0.25% local sales tax imposed by counties under Government Code section 29530 and Revenue and Taxation Code section 7202(a), or operative July 1, 2004, imposed by counties under Revenue and Taxation Code section 7203.1(a)(1), half of the revenue to the county which owns or operates the airport (or in which the city which owns or operates the airport is located) and half to the county in which the airport is located.

2. In the case of the remaining 1% of the local sales tax imposed by counties under Revenue and Taxation Code section 7202(a), or operative July 1, 2004, the remaining 0.75%, imposed by counties under Revenue and Taxation Code section 7203.1(a)(2), and in the case of the local sales tax imposed by cities at a rate of up to 1%, or operative July 1, 2004, at a rate of up to 0.75% under Revenue and Taxation Code section 7203.1(a)(2), and offset against the local sales tax of the county in which the city is located under Revenue and Taxation Code section 7202(h), half of the revenue to the city which owns or operates the airport and half to the city in which the airport is located. If the airport is either owned or operated by a county or is located in the unincorporated area of a county, or is owned or operated by a county and is located in the unincorporated area of a different county, the local sales tax revenue which would have been transmitted to a city under this subdivision shall be transmitted to the corresponding county.

3. Notwithstanding the rules specified in subdivisions 1. and 2., the following special rules apply:

a. In the case of retail sales of jet fuel in which the point of the delivery of the jet fuel to the aircraft and place of sale or purchase, as described in subdivision (A) or (B), is San Francisco International Airport, the Board shall transmit one-half of the local sales tax revenues derived from such sales to the City and County of San Francisco, and the other half to the County of San Mateo.

Regulation 1802. (Contd.)

b. In the case of retail sales of jet fuel in which the point of the delivery of the jet fuel to the aircraft and place of sale or purchase, as described in subdivision (A) or (B), is Ontario International Airport, the Board shall transmit local sales taxes with respect to those sales in accordance with both of the following:

c. All of the revenues that are derived from a local sales tax imposed by the City of Ontario shall be transmitted to that city.

d. All of the revenues that are derived from a local sales tax imposed by the County of San Bernardino shall be allocated to that county.

(E) Otherwise, as provided elsewhere in this regulation.

(c) TRANSACTIONS NEGOTIATED OUT OF STATE AND DELIVERED FROM THE RETAILER'S STOCK OF TANGIBLE PERSONAL PROPERTY IN CALIFORNIA

(1) If an out-of-state retailer does not have a permanent place of business in this state other than a stock of tangible personal property, the place of sale is the city, county, or city and county from which delivery or shipment is made. Local tax collected by the Board for such sales will be distributed to that city, county, or city and county.

(2) If a retailer has a permanent place of business in this state in addition to its stocks of tangible personal property, the place of sale, in cases where the sale is negotiated out of state and there is no participation by the retailer's permanent place of business in this state, is the city, county, or city and county from which delivery or shipment is made. Local tax collected by the Board for such sales will be distributed to the city, county, or city and county from which delivery or shipment is made.

(d) ALLOCATION OF SALES TAX AND APPLICATION OF USE TAX.

Local sales tax is allocated to the place where the sale is deemed to take place under the above rules. The local use tax ordinance of the jurisdiction where the property at issue is put to its first functional use applies to such use. As used in this subdivision, the term "participating jurisdiction" means any city, city and county, or county which has entered into a contract with the Board for administration of that entity's local sales and use tax.

(1) **DIRECT REPORTING BY RETAILERS.** Operative July 1, 1996, for transactions of \$500,000 or more, except with respect to persons who register with the Board to collect use tax under Regulation 1684(c) (18 CCR 1684), the seller shall report the local use tax revenues derived therefrom directly to the participating jurisdiction where the first functional use is made.

Persons who voluntarily collect use tax under Regulation 1684(c) may, solely at their own discretion, report the local use tax revenues on transactions of \$500,000 or more directly to the participating jurisdiction where first functional use is made.

(2) **DIRECT REPORTING BY PURCHASERS.** Operative July 1, 1996, if a person who is required to report and pay use tax directly to the Board makes a purchase in the amount of \$500,000 or more, that person shall report the local use tax revenues derived therefrom to the participating jurisdiction in which the first functional use of the property is made.

The amendments to paragraph (b)(4) and paragraph (d) shall apply prospectively only to transactions entered into on or after July 1, 1996. Paragraph (d) shall not apply to lease transactions.

History: Adopted March 27, 1956, effective April 1, 1956.

Amended and renumbered January 6, 1970, effective February 25, 1970.

Amended May 9, 1984, effective September 12, 1984. Subdivision (b)(1) completely revised.

Amended November 29, 1989, effective February 4, 1990. Minor corrections made to (a)(1), (a)(2) and (b)(2) for clarification purposes, completely revised (b)(3) and added subparagraphs (A) and (B) to (b)(3).

Amended June 5, 1991, effective August 18, 1991, Amended paragraph (b) to reference Regulation 1521(c)(4)(B) and to explain place of sale.

Amended August 1, 1991, effective August 30, 1991. Amended pursuant to Chapter 85, Statutes of 1991, and Chapter 88, Statutes of 1991, to provide that a newspaper carrier is not a retailer. The retailer is the publisher or distributor for whom the carrier delivers the newspaper. Chapter 85, Stats. of 1991, was effective July 1, 1991; Chapter 88, Stats. of 1991, changed the effective date to July 15, 1991.

Regulation 1802. (Contd.)

Amended May 26, 1993, effective October 1, 1993. Amended paragraph (b)(5) to be operative October 1, 1993, to provide that if an out-of-state retailer does not have a permanent place of business in this state other than a stock of merchandise, the place of sale is the city, county, or city and county from which delivery or shipment is made. Local tax collected for such sales will be distributed to that city, county, or city and county.

Amended May 15, 1996, effective August 11, 1996. Words "and Use" added to title to reflect inclusion of use tax rules. Subdivision (b)(4) is amended to provide for reporting of local sales tax revenues to specific jurisdictions by auctioneers under specified conditions. New subdivision (c) is added to promulgate rules regarding application of use tax in regulatory form.

Amended April 6, 2000, effective May 26, 2000. Added subdivision (b)(7). Added section "7204.03" to the References section.

Amended August 6, 2003, effective November 28, 2003. Subdivision (a)(1): phrase "in which that place of business participates" added.

Subdivision (a)(2): current language re-designated (a)(2)(B); new subdivision (a)(2)(A) added.

Amended November 15, 2005, effective December 13, 2006. Deleted subdivision (b)(5); subdivisions (b)(6) and (7) re-designated (5) and (6) accordingly. Added new subdivision (c); former subdivision (c) re-designated (d) accordingly. Added language of former subdivision (b)(5) as new subdivision (c)(1), but deleted the operative date of October 1, 1993, as no longer necessary. Added new subdivision (c)(2) to provide for direct distribution of local sales tax revenues, specifically for sales negotiated out of state, to the location of the stock of goods that fulfills the order when the retailer has sales offices in the state and where there is no participation by the retailer's in-state sales office.

Amended March 20, 2007, effective May 17, 2007. Amended subdivision (b)(6) to incorporate a statutory change regarding the place of sale or purchase of jet fuel, operative January 1, 2008.

Amended October 24, 2007, effective February 1, 2008. Added headings to paragraphs (d)(1) and (d)(2), and amended paragraph (d)(1) to clarify the jurisdiction to which use tax on a transaction of \$500,000 or more should be reported.

Regulations are issued by the State Board of Equalization to implement, interpret or make specific provisions of the California Sales and Use Tax Law and to aid in the administration and enforcement of that law. If you are in doubt about how the Sales and Use Tax Law applies to your specific activity or transaction, you should write the nearest State Board of Equalization office. Requests for advice regarding a specific activity or transaction should be in writing and should fully describe the facts and circumstances of the activity or transaction.

Appendix A

Certification of Permit – Concessionaires

I certify that I operate an independent business at the premises of the following retailer and that I hold a valid seller's permit to operate at this location, as noted below. I further understand that I will be solely responsible for reporting all sales that I make on those premises and remitting all applicable sales and use taxes due to the Board of Equalization:

Name of retailer on whose premises I operate my business: _____

Location of premises: _____

I hereby certify that the foregoing information is accurate and true to the best of my knowledge:

Certifier's Signature: _____ Date: _____

Certifier's Printed Name: _____

Certifier's Seller's Permit Number: _____

Certifier's Business Name and Address:* _____

Certifier's Telephone Number: _____

* Please Note: The certifier *must* be registered to do business at the location of the retailer upon whose premises he or she is making retail sales.



CITY OF LONG BEACH

RISK MANAGEMENT BUREAU
333 West Ocean Boulevard, 10th floor ♦ Long Beach, California 90802
Office : (562) 570-6714 ♦ Fax: (562) 570-5375

Workers' Compensation and Employer's Liability Endorsement

Minimum limits required: Statutory workers' comp and \$1,000,000 employer's liability

A. POLICY INFORMATION

- Insurance Company National Union Fire Ins Co of Pittsburgh PA
- Policy No. XWC009876251 Policy term (from) 2/28/10 (to) 2/28/11
- Endorsement effective date 2/28/10 Endorsement expiration date 2/28/11
- Named Insured ARB, Inc.
- Address of Named Insured 26000 Commercentre Drive, Lake Forest, CA 92630
- Employer's Liability limit: \$ 1,000,000 *Michael Alvarado*

B. POLICY AMENDMENTS

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

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

3/17/10

APPROVED AS TO FORM
2/23/10
By: *[Signature]*
ANTHONY
CITY ATTORNEY

C. SIGNATURE OF INSURER OR AUTHORIZED REPRESENTATIVE OF THE INSURER

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

[Signature] 2/26/10

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

DATE

TITLE: Underwriter

ORGANIZATION: AIG Global Energy

ADDRESS: 777 S. Figueroa St., 16th Floor, Los Angeles, CA 90017

TELEPHONE: (213) 689-2743 FAX: (213) 689-1861



CITY OF LONG BEACH

RISK MANAGEMENT BUREAU

333 West Ocean Boulevard, 10th floor ♦ Long Beach, California 90802
Office : (562) 570-6714 ♦ Fax: (562) 570-5375

APPROVED AS TO SUFFICIENCY
Michael Alon
RISK MANAGER
CITY OF LONG BEACH
DATE: 3/26/10

General Liability Endorsement – Contracts/PO's

Minimum limits required: \$1,000,000 per occurrence, \$2,000,000 general aggregate

A. GENERAL LIABILITY POLICY INFORMATION

1. Insurance Company National Union Fire Ins Co of Pittsburgh PA

2. Policy No. GL9725066 Policy term (from) 2/28/10 (to) 2/28/11

3. Endorsement effective date 2/28/10 Endorsement expiration date (if blank, it is policy expiration date) 2/28/11

4. Named Insured ARB, Inc.

5. Address of Named Insured 26000 Commercentre Drive, Lake Forest, CA 92630

6. Deductible or Self-Insured Retention (nil unless otherwise specified) \$ 250,000

7. Policy Limits: Occurrence \$ 2,000,000 General Aggregate: \$ 4,000,000

8. Policy Form equivalent to: CG 00 01 CG 00 02 (special approval required) GL 00 02 and GL 04 04

9. The following coverage is provided: (*required coverages)

Contractual liability for this contract*	<input checked="" type="checkbox"/>	Gradual pollution	<input type="checkbox"/>	X, C, and U hazards included*	<input checked="" type="checkbox"/>
Products and completed operations*	<input checked="" type="checkbox"/>	EMF liability	<input type="checkbox"/>	Sudden and accid. pollution liab.	<input checked="" type="checkbox"/>
Hangarkeepers	<input type="checkbox"/>	Personal Injury	<input checked="" type="checkbox"/>	Non-owned auto	<input type="checkbox"/>
Liquor liability	<input type="checkbox"/>	Watercraft liability	<input type="checkbox"/>	Aircraft liability	<input type="checkbox"/>
Fire legal liability	<input checked="" type="checkbox"/>	Garagekeepers	<input type="checkbox"/>	Other	<input type="checkbox"/>

B. POLICY AMENDMENTS

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

- ADDITIONAL INSURED. The City of Long Beach, and its boards, commissions, officials, employees, and agents are included as additional insureds with regard to with respect to all loss, claims, damages, settlement, expenses, and costs (including but not limited to attorney's fees and defense and investigation expenses) arising from (a) activities or operations performed by or on behalf of the Named Insured, (b) products and completed operations of the Named Insured, or (c) premises owned, leased, or used by the Named Insured.
- PRIMARY AND NONCONTRIBUTORY COVERAGE. As respects (a) work performed by the Named Insured for or on behalf of the City, (b) products sold by the Named Insured to the City, or (c) premises leased by the Named Insured from the City, the insurance afforded by this policy to the City, and to its boards, commissions, officials, employees and agents, shall be primary insurance. Any other insurance or self-insurance maintained by the City, its boards, commissions, officials, employees, and agents shall be in excess of this insurance and not contribute to it.
- SEVERABILITY OF INTERESTS. The insurance afforded by this policy applies separately to each insured seeking coverage or against whom a claim is made of suit is brought, subject to the Insured's limit of liability.
- PROVISIONS REGARDING THE INSURED'S DUTIES AFTER ACCIDENT OR LOSS. Any failure to comply with the reporting provisions of the policy shall not affect coverage provided to the City, its boards, commissions, officials, employees, or agents.
- CANCELLATION NOTICE. This insurance shall not be reduced in coverage or limits, cancelled, or nonrenewed except after 30 days' prior written notice (10 days notice for cancellation due to nonpayment of premium) has been given to the City by certified mail. Such notice shall be addressed to the City at the above address, attention: Risk Management.

C. INCIDENT AND CLAIM REPORTING PROCEDURES

Incidents and claims are reported to the insurer at:

ATTENTION: Lori Hamilton Managing Director Marsh Risk & Insurance Services
(Name) (Title) (Company)

ADDRESS: 4695 MacArthur Court, Suite 700, Newport Beach, CA 92660

TELEPHONE: (949) 399-5914 FAX: (949) 399-5972

D. SIGNATURE OF INSURER OR AUTHORIZED REPRESENTATIVE OF THE INSURER

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

Alyson Jacobs 2/26/10
SIGNATURE OF AUTHORIZED REPRESENTATIVE (original signature required) DATE

TITLE: Underwriter ORGANIZATION: AIG Global Energy

ADDRESS: 777 S. Figueroa St., 16th Floor, Los Angeles, CA 90017

TELEPHONE: (213) 689-2743 FAX: (213) 689-1861

RECEIVED AS TO SUFFICIENCY
3-23
By: [Signature]
RISK MANAGEMENT BUREAU
CITY OF LONG BEACH
DEPUTY CITY ATTORNEY



CITY OF LONG BEACH

RISK MANAGEMENT BUREAU
333 West Ocean Boulevard, 10th floor ♦ Long Beach, California 90802
Office : (562) 570-6714 ♦ Fax: (562) 570-5375

APPROVED AS TO SUFFICIENCY
Michael Cole
RISK MANAGER
CITY OF LONG BEACH
DATE: 3/27/10

Auto Liability Endorsement

Minimum limits required: \$1,000,000 combined single limit

A. AUTO LIABILITY POLICY INFORMATION

- Insurance Company National Union Fire Ins Co of Pittsburgh PA
 - Policy No. CA0948575 Policy term (from) 2/28/10 (to) 2/28/11
 - Endorsement effective date 2/28/10 Endorsement expiration date 2/28/11
 - Named Insured ARB, Inc.
 - Address of Named Insured 26000 Commercentre Drive, Lake Forest, CA 92630
 - Deductible or Self-Insured Retention (nil unless otherwise specified) \$100,000 Deductible
 - Policy Limits: CSL per accident \$ 2,000,000 BI per person/BI per accident/PD: \$ _____
 - Coverage: Any auto All owned autos Scheduled autos Hired autos Non-owned autos
 - Coverage form: CA 00 01 06 92 and endorsement CA 00 25 Other CA 00 01 12/04
- If excess, the policy must afford coverage at least as broad as CA 00 01 06 92 and endorsement CA 00 25:

B. POLICY AMENDMENTS

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

- ADDITIONAL INSURED. The City of Long Beach is included as an additional insured with regard to all loss, claims, damages, settlement, expenses, and costs (including but not limited to attorney's fees and defense and investigation expenses) arising from the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired, or borrowed by the Named Insured, regardless of whether liability is attributable to the Named Insured or a combination of the Named Insured and the City.
- PROVISIONS REGARDING THE INSURED'S DUTIES AFTER ACCIDENT OR LOSS. Any failure to comply with reporting provisions of the policy shall not affect coverage provided to the City.
- CANCELLATION NOTICE. This insurance shall not be reduced in coverage or limits, cancelled, or nonrenewed except after 30 days' prior written notice (10 days notice for cancellation due to nonpayment of premium) has been given to the City by certified mail. Such notice shall be addressed to the City at the above address, attention: Risk Management.

C. INCIDENT AND CLAIM REPORTING PROCEDURES

Incidents and claims are reported to the insurer at:

ATTENTION: Lori Hamilton Managing Director, Marsh Risk & Insurance Services
(Name) (Title) (Company)

ADDRESS: 4695 MacArthur Court, Suite 700, Newport Beach, CA 92660

TELEPHONE: (949) 399-5914 FAX: (949) 399-5972

D. SIGNATURE OF INSURER OR AUTHORIZED REPRESENTATIVE OF THE INSURER

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

[Signature] 2/26/10
SIGNATURE OF AUTHORIZED REPRESENTATIVE (original signature required) DATE

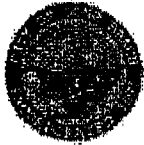
TITLE: Underwriter ORGANIZATION: AIG Global Energy

ADDRESS: 777 S. Figueroa St., 16th Floor, Los Angeles, CA 90017

TELEPHONE: (213) 689-2743 FAX: (213) 689-1861

APPROVED AS TO FORM

3-23, 2010
ROBERT E. SHANNON, City Attorney
By *[Signature]*
RICHARD ARTHUR
DEPUTY CITY ATTORNEY



CITY OF LONG BEACH

RISK MANAGEMENT BUREAU
333 West Ocean Boulevard, 10th floor ♦ Long Beach, California 90802
Office : (562) 570-6714 ♦ Fax: (562) 570-5375

APPROVED AS TO SUFFICIENCY
Michael Cole
RISK MANAGER
CITY OF LONG BEACH
3/7/10

Excess Liability Endorsement

A. EXCESS LIABILITY POLICY INFORMATION

- Insurance Company National Union Fire Ins Co of Pittsburgh PA
- Policy No. BE86308405 Policy term (from) 2/28/10 (to) 2/28/11
- Endorsement effective date 2/28/10 Endorsement expiration date 2/28/11
- Named Insured ARB, Inc.
- Address of Named Insured 26000 Commercentre Drive, Lake Forest, CA 92630
- Deductible or Self-Insured Retention (nil unless otherwise specified) \$10,000 SIR
- Policy Limits: Occurrence* \$25,000,000 General Aggregate: \$25,000,000
* The City's standard insurance requirements specify "occurrence" coverage. "Claims-made" coverage requires special approval.
- Primary/underlying general liability policy number(s) GL9725066

B. POLICY AMENDMENTS

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

- ADDITIONAL INSURED.** The City of Long Beach, and its boards, commissions, officials, employees, and agents are included as additional insureds with regard to all loss, claims, damages, settlement, expenses, and costs (including but not limited to attorney's fees and defense and investigation expenses) arising from (a) activities or operations performed by or on behalf of the Named Insured, (b) products and completed operations of the Named Insured, or (c) premises owned, leased, or used by the Named Insured.
- PRIMARY AND NONCONTRIBUTORY COVERAGE.** The additional insured coverage afforded by this policy to the City, its boards, commissions, officials, employees and agents, shall be primary insurance. Any other insurance or self-insurance maintained by the City, its boards, commissions, officials, employees, and agents shall be in excess of this insurance and not contribute to it.
- SCOPE OF COVERAGE.** This insurance afforded by this policy is at least as broad as the underlying general liability policy.
- SEVERABILITY OF INTERESTS.** The insurance afforded by this policy applies separately to each insured that is seeking coverage or against whom a claim is made or a suit is brought, subject to the insurer's limit of liability. The naming of more than one insured under this policy shall not, for that reason alone, extinguish any rights of one insured against another, subject to the insurer's limit of liability.
- PROVISIONS REGARDING THE INSURED'S DUTIES AFTER ACCIDENT OR LOSS.** Any failure to comply with the reporting provisions of this policy shall not affect coverage provided to the City, its officials, employees, or agents.
- CANCELLATION NOTICE.** This insurance shall not be reduced in coverage or limits, cancelled, or nonrenewed except after 30 days' prior written notice (10 days notice for cancellation due to nonpayment of premium) has been given to the City by certified mail. Such notice shall be addressed to the City at the above address, attention: Risk Management.

C. INCIDENT AND CLAIM REPORTING PROCEDURES

Incidents and claims are reported to the insurer at:

ATTENTION: Lori Hamilton Managing Director Marsh Risk & Insurance Services
(Name) (Title) (Company)

ADDRESS: 4695 MacArthur Court, Suit 700, Newport Beach, CA 92660

TELEPHONE: (949) 399-5914 FAX: (949) 399-5972

D. SIGNATURE OF INSURER OR AUTHORIZED REPRESENTATIVE OF THE INSURER

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

Estella Napoles

2/26/10
DATE

SIGNATURE OF AUTHORIZED REPRESENTATIVE (original signature required)

TITLE: Underwriter ORGANIZATION: Chartis

ADDRESS: One MacArthur Place, South Coast Metro, CA 92707

TELEPHONE: (714) 436-3232 FAX: (714) 436-3234

APPROVED AS TO FORM

ROBERT E. SHANNON, City Attorney

By *[Signature]*
RICHARD ANTHONY
DEPUTY CITY ATTORNEY



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
02/26/2010

PRODUCER Marsh Risk & Insurance Services 4695 MacArthur Court, Suite 700 (949) 399-5800 License #0437153 Newport Beach, CA 92660 420346-00-00-10-11		THIS CERTIFICATION IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
INSURED ARB Inc. 26000 Commercentre Drive Lake Forest, CA 92630		INSURERS AFFORDING COVERAGE	NAIC #
		INSURER A: National Union Fire Ins Co Pittsburgh PA	19445
		INSURER B: New Hampshire Insurance Company	23841
		INSURER C: N/A	N/A
		INSURER D:	
		INSURER E:	

COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Per Project Aggregate <input checked="" type="checkbox"/> XCU Coverages Included GENERAL AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	GL9725066 \$250,000 SIR'	02/28/2010 APPROVED AS TO 3-23 10 ROBERT E. SH... By: <i>[Signature]</i>	02/28/2011	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000
A	A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	CA0948575 CA0948576 CA0948577	02/28/2010 02/28/2010 02/28/2010 Michael...	02/28/2011 02/28/2011 02/28/2011	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC AUTO ONLY: \$ AGG \$
A		EXCESS / UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$	BE86308405 3/17/10	02/28/2010	02/28/2011	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 SIR \$ 10,000
B	A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE Y/N OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> N	WC009876251 (AOS) XWC0898907 (CA) \$250,000 CA SIR' WC009876253 (TX)	02/28/2010 02/28/2010 02/28/2010	02/28/2011 02/28/2011 02/28/2011	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
		OTHER				

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

The City of Long Beach, its boards, commissions, officials, employees and agents are named as additional insured with regard to with respects to all loss, claims, damages, settlement, expenses, and costs (including but not limited to attorney's fees and defense and investigation expenses) arising from (a) activities or operations performed by or on behalf of the Named Insured (b) products and completed operations of the Named Insured, or (c) premises owned, leased, or used by the Named insured. Coverage is primary and non-contriutory. A waiver of subrogation applies.

CERTIFICATE HOLDER

LOS-000962509-17

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ~~BE REQUIRED TO~~ MAIL **30** DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, ~~NOT TO BE LESS THAN 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, AND TO THE INSURED AND TO THE POLICY BENEFITARY.~~

 AUTHORIZED REPRESENTATIVE
 of Marsh Risk & Insurance Services
 John Graef *J. Graef*

IMPORTANT

If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

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).

DISCLAIMER

This Certificate of Insurance does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ENDORSEMENT #

This endorsement, effective 12:01 A.M. 2/28/2010
forms a part of Policy No. CA0948575 and CA0948576
issued by: National Union Fire Insurance Company of Pittsburgh, PA

ADDITIONAL INSURED - WHERE REQUIRED UNDER CONTRACT OR AGREEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

SCHEDULE

ADDITIONAL INSURED:

- I. **SECTION II - LIABILITY COVERAGE, A. Coverage, 1. - Who Is Insured**, is amended to add:
 - d. Any person or organization, shown in the schedule above, to whom you become obligated to include as an additional insured under this policy, as a result of any contract or agreement you enter into which requires you to furnish insurance to that person or organization of the type provided by this policy, but only with respect to liability arising out of use of a covered "auto". However, the insurance provided will not exceed the lesser of:
 - (1) The coverage and/or limits of this policy, or
 - (2) The coverage and/or limits required by said contract or agreement.

If we pay for the "loss", our payment will include the applicable sales tax for the damaged or stolen property.

5. Transfer Of Rights Of Recovery Against Others To Us

If any person or organization to or for whom we make payment under this Coverage Form has rights to recover damages from another, those rights are transferred to us. That person or organization must do everything necessary to secure our rights and must do nothing after "accident" or "loss" to impair them.

B. General Conditions

1. Bankruptcy

Bankruptcy or insolvency of the "insured" or the "insured's" estate will not relieve us of any obligations under this Coverage Form.

2. Concealment, Misrepresentation Or Fraud

This Coverage Form is void in any case of fraud by you at any time as it relates to this Coverage Form. It is also void if you or any other "insured", at any time, intentionally conceal or misrepresent a material fact concerning:

- a. This Coverage Form;
- b. The covered "auto";
- c. Your interest in the covered "auto"; or
- d. A claim under this Coverage Form.

3. Liberalization

If we revise this Coverage Form to provide more coverage without additional premium charge, your policy will automatically provide the additional coverage as of the day the revision is effective in your state.

4. No Benefit To Bailee - Physical Damage Coverages

We will not recognize any assignment or grant any coverage for the benefit of any person or organization holding, storing or transporting property for a fee regardless of any other provision of this Coverage Form.

5. Other Insurance

a. For any covered "auto" you own, this Coverage Form provides primary insurance. For any covered "auto" you don't own, the insurance provided by this Coverage Form is excess over any other collectible insurance. However, while a covered "auto" which is a "trailer" is connected to another vehicle, the Liability Coverage this Coverage Form provides for the "trailer" is:

- (1) Excess while it is connected to a motor vehicle you do not own.
- (2) Primary while it is connected to a covered "auto" you own.

b. For Hired Auto Physical Damage Coverage, any covered "auto" you lease, hire, rent or borrow is deemed to be a covered "auto" you own. However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

c. Regardless of the provisions of Paragraph a. above, this Coverage Form's Liability Coverage is primary for any liability assumed under an "insured contract".

d. When this Coverage Form and any other Coverage Form or policy covers on the same basis, either excess or primary, we will pay only our share. Our share is the proportion that the Limit of Insurance of our Coverage Form bears to the total of the limits of all the Coverage Forms and policies covering on the same basis.

6. Premium Audit

- a. The estimated premium for this Coverage Form is based on the exposures you told us you would have when this policy began. We will compute the final premium due when we determine your actual exposures. The estimated total premium will be credited against the final premium due and the first Named Insured will be billed for the balance, if any. The due date for the final premium or retrospective premium is the date shown as the due date on the bill. If the estimated total premium exceeds the final premium due, the first Named Insured will get a refund.
- b. If this policy is issued for more than one year, the premium for this Coverage Form will be computed annually based on our rates or premiums in effect at the beginning of each year of the policy.

7. Policy Period, Coverage Territory

Under this Coverage Form, we cover "accidents" and "losses" occurring:

- a. During the policy period shown in the Declarations; and
- b. Within the coverage territory.

The coverage territory is:

- a. The United States of America;
- b. The territories and possessions of the United States of America;
- c. Puerto Rico;
- d. Canada; and
- e. Anywhere in the world if:

- (1) A covered "auto" of the private passenger type is leased, hired, rented or borrowed without a driver for a period of 30 days or less; and
- (2) The "insured's" responsibility to pay

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ENDORSEMENT #

This endorsement, effective 12:01 A.M. 2/28/2010 forms a part of

Policy No. CA0948575 and CA0948576

Issued By: **National Union Fire Insurance Company of Pittsburgh, PA**

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

Section IV - Business Auto Conditions, A. - Loss Conditions, 5. - Transfer of Rights of Recovery Against Others to Us, is amended to add:

However, we will waive any right of recovery we have against any person or organization with whom you have entered into a contract or agreement because of payments we make under this Coverage Form arising out of an "accident" or "loss" if:

- (1) The "accident" or "loss" is due to operations undertaken in accordance with the contract existing between you and such person or organization; and
- (2) The contract or agreement was entered into prior to any "accident" or "loss".

No waiver of the right of recovery will directly or indirectly apply to your employees or employees of the person or organization, and we reserve our rights or lien to be reimbursed from any recovered funds obtained by any injured employee.

62897 (6/95)

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
<p>Any person or organization whom you are required to add as an additional insured on this policy under a written contract or written agreement</p>	

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".

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
<p>Any person or organization whom you are required to add as an additional insured on this policy under a written contract or written agreement</p>	
<p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>	

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.

ENDORSEMENT

This endorsement, effective 12:01 A.M. 2/28/2010

forms a part of Policy No. GL 9725066

By: National Union Fire Insurance Company of Pittsburgh, PA

ADDITIONAL INSURED - PRIMARY INSURANCE

This endorsement modifies insurance provided under the following:

COMMERCIAL LIABILITY COVERAGE FORM

Section IV, Commercial General Liability Conditions, paragraph 4., Other Insurance, subparagraph a. Primary Insurance, is amended by the addition of the following:

However, coverage under this policy afforded to an additional insured will apply as primary insurance where required by contract, and any other insurance issued to such additional insured shall apply as excess and noncontributory insurance.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY
AGAINST OTHERS TO US**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

Any person or organization whom you have agreed to provide a waiver under a contract or agreement

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

The TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US Condition (Section IV – COMMERCIAL GENERAL LIABILITY CONDITIONS) is amended by the addition of the following:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

ENDORSEMENT

This endorsement, effective 12:01 A.M. 2/28/2010 forms a part of

policy No. XWC 0898907

by National Union Fire Insurance Company of Pittsburgh, PA

EXCESS WORKERS COMPENSATION

WAIVER OF SUBROGATION

It is agreed that Section G, Recovery From Others, of Part One, Workers Compensation Insurance and Section F, Recovery From Others, of Part Two, Employers Liability Insurance are amended to include the following:

We agree to waive all rights of subrogation against the person or organization scheduled below, but only as respects work performed by you under written contract for the job scheduled below, and only when such written contract requires a waiver of subrogation.

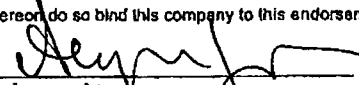
Schedule

Person or Organization: Any person or organization whom you have agreed to provide a waiver under a contract or agreement

Job Description:

All other terms, conditions and exclusions shall remain the same.

EXCESS LIABILITY SPECIAL ENDORSEMENT		ENDORSEMENT NO.	EFFECTIVE DATE (MM/DD/YY)												
FOR THE CITY OF LONG BEACH, HARBOR DEPARTMENT			2/28/10												
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.: BE86308405 Policy Period: (from) 2/28/10 (to) 2/28/11													
NAMED INSURED & ADDRESS ARB, Inc. 26000 Commercentre Drive Lake Forest, CA 92630		<input type="checkbox"/> Deductible \$ _____ OR <input checked="" type="checkbox"/> Self-insured Retention of \$10,000													
TYPE OF INSURANCE		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:													
<input type="checkbox"/> EXCESS LIABILITY <input type="checkbox"/> Claims Made Retroactive Date _____ <input checked="" type="checkbox"/> UMBRELLA LIABILITY <input checked="" type="checkbox"/> Occurrence		OTHER PROVISIONS													
LIABILITY LIMITS IN THOUSANDS \$		CLAIMS: Underwriter's Representative for claims pursuant to this insurance (must be completed if different than producer)													
EACH OCCURRENCE	AGGREGATE	Name: _____ Address: _____ Telephone: () _____													
		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 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 canceled or materially reduced in coverage 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.) 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:															
<table border="0"> <thead> <tr> <th>INSURED</th> <th>POLICY NO.</th> <th>POLICY PERIOD</th> </tr> </thead> <tbody> <tr> <td>Nat'l Union Fire Ins</td> <td>GI9725066</td> <td>2/28/10 - 2/28/11</td> </tr> <tr> <td>Co of Pittsburgh, PA</td> <td>CA0948575</td> <td>2/28/10 - 2/28/11</td> </tr> <tr> <td></td> <td>XWC0898907</td> <td>2/28/10 - 2/28/11</td> </tr> </tbody> </table>				INSURED	POLICY NO.	POLICY PERIOD	Nat'l Union Fire Ins	GI9725066	2/28/10 - 2/28/11	Co of Pittsburgh, PA	CA0948575	2/28/10 - 2/28/11		XWC0898907	2/28/10 - 2/28/11
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	XWC0898907	2/28/10 - 2/28/11													
ENDORSEMENT HOLDER / ADDITIONAL INSURED		AUTHORIZED REPRESENTATIVE													
CITY OF LONG BEACH BOARD OF HARBOR COMMISSIONERS 925 HARBOR PLAZA LONG BEACH, CA 90802 ATTENTION: Risk Management Division TELEPHONE: 562-901-1775		I, <u>Estella Napoles</u> (print 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: <u>Estella Napoles</u> Title: <u>Underwriter</u> Employer of Signatory: <u>AIG Construction</u> Telephone: <u>714 436-3232</u> Date Signed: <u>2/26/10</u>													

AUTOMOBILE LIABILITY SPECIAL ENDORSEMENT		ENDORSEMENT NO.	EFFECTIVE DATE (MM/DD/YY)
FOR THE CITY OF LONG BEACH, HARBOR DEPARTMENT.			2/28/10
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.: CA0948575 Policy Period: (from) 2/28/10 (to) 2/28/11	
NAMED INSURED & ADDRESS ARB, Inc. 26000 Commercentre Drive Lake Forest, CA 92630		<input checked="" type="checkbox"/> Deductible \$100,000 OR <input type="checkbox"/> Self-insured Retention of \$_____	
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 _____		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:	
LIABILITY LIMIT IN THOUSANDS \$ \$2,000 per accident, for bodily injury and property damage liability		OTHER PROVISIONS	
		CLAIMS: Underwriter's Representative for claims pursuant to this Insurance (must be completed if different than producer)	
		Name: _____ Address: _____ Telephone: () _____	
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, 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. CONTRIBUTION NOT REQUIRED. This insurance shall be primary. Any other insurance 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 canceled or materially reduced in coverage 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.) SCOPE OF COVERAGE. This endorsement shall afford coverage at least as broad as Insurance Services Office form number CA0001, Code 1 ("any auto"). 			
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		AUTHORIZED REPRESENTATIVE	
CITY OF LONG BEACH BOARD OF HARBOR COMMISSIONERS 925 HARBOR PLAZA LONG BEACH, CA 90802 ATTENTION: Risk Management Division TELEPHONE: 562-901-1775		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:  Title: <u>Underwriter</u> Employer of Signatory: <u>ATG Global Energy</u> Telephone: <u>213-689-2743</u> Date Signed: <u>2/26/10</u>	

**GENERAL LIABILITY SPECIAL ENDORSEMENT
FOR THE CITY OF LONG BEACH, HARBOR DEPARTMENT**

ENDORSEMENT NO.

EFFECTIVE DATE (MM/DD/YY)

02/28/10

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) 2/28/10 (to) 2/28/11

Deductible \$ _____ OR Self-insured Retention of \$250,000

NAME 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 in which case only the following specific agreements and permits with the City are covered:
AGREEMENTS/PERMITS:

TYPE OF INSURANCE

GENERAL LIABILITY

COMMERCIAL GENERAL LIABILITY Claims Made Retroactive Date _____
 COMPREHENSIVE GENERAL LIABILITY Occurrence
 OWNERS & CONTRACTORS PROTECTIVE

OTHER PROVISIONS

COVERAGES

LIABILITY LIMITS IN THOUSANDS \$

	EACH OCCURRENCE	AGGREGATE
<input checked="" type="checkbox"/> GENERAL LIABILITY	2,000	4,000
<input checked="" type="checkbox"/> PRODUCTS/COMPLETED OPERATIONS		4,000
<input checked="" type="checkbox"/> PERSONAL & ADVERTISING INJURY	1,000	
<input checked="" type="checkbox"/> FIRE LEGAL LIABILITY	1,000	

CLAIMS: Underwriter's Representative for claims pursuant to this insurance (must be completed if different than producer)

Name: _____

Address: _____

Telephone: () _____

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/or activities performed by or on behalf of the Named Insured.
- 2. CONTRIBUTION NOT REQUIRED.** This insurance shall be primary. Any other insurance 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 canceled or materially reduced in coverage 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.)
- 4. SCOPE OF COVERAGE.** This endorsement shall afford coverage at least as broad as Insurance Services Office Commercial General Liability Coverage, "occurrence" form CG 0001; or claims made form CG 0002

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

562-901-1775

TELEPHONE: _____

AUTHORIZED REPRESENTATIVE

I, 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 Underwriter

Employer of Signatory AIG Global Energy

Telephone: 213 689-2743 Date Signed 2/26/10

WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY SPECIAL ENDORSEMENT
FOR THE CITY OF LONG BEACH, HARBOR DEPARTMENT

ENDORSEMENT NO. _____ EFFECTIVE DATE (MM/DD/YY)
 2/28/10

PRODUCER
 Marsh Risk & Insurance Services
 4695 MacArthur Court, Suite 700
 Newport Beach, CA 92660

POLICY INFORMATION
 Insurance Company: National Union Fire Ins Co
 of Pittsburgh, PA
 Policy No.: XWC0898907
 Policy Period: (from) 2/28/10 (to) 2/28/11

Self-insured Retention of \$250,000

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 in which case only the following specific agreements and permits with the City are covered:

AGREEMENTS/PERMITS:

Telephone (949) 399-5800

NAMED INSURED & ADDRESS

ARB, Inc.
 26000 Commercentre Drive
 Lake Forest, CA 92630

OTHER PROVISIONS

COVERAGES (check as applicable)

- | | | | |
|--|--|------------------|--|
| <input checked="" type="checkbox"/> Statutory Workers' Compensation | <input checked="" type="checkbox"/> Employers Liability Limits | <u>1,000,000</u> | Bodily Injury (each accident) |
| <input checked="" type="checkbox"/> U. S. L. & H. | | <u>1,000,000</u> | Bodily Injury by Disease (each employee) |
| <input checked="" type="checkbox"/> Jones Act | | <u>1,000,000</u> | 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:

- 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.
- CANCELLATION NOTICE.** With respect to the interests of City, this insurance shall not be canceled or materially reduced in coverage 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.)

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

CITY OF LONG BEACH
 BOARD OF HARBOR COMMISSIONERS
 925 HARBOR PLAZA
 LONG BEACH, CA 90802

ATTENTION: Risk Management Division

TELEPHONE: 562-901-1775

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 Underwriter

Employer of Signatory AVG Global Energy

Telephone: 213, 689-2743 Date Signed 2/26/10

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 Massachusetts, admitted as a surety in the State of California, and authorized to transact business in the State of California, as SURETY, are held and firmly bound unto the CITY OF LONG BEACH, CALIFORNIA, a municipal corporation, in the sum of ONE MILLION EIGHT HUNDRED SIXTY-TWO THOUSAND THREE HUNDRED TWENTY-EIGHT DOLLARS (\$1,862,328.00), lawful money of the United States of America, for the payment of which sum, well and truly to be made, we bind ourselves, our respective heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT:

WHEREAS, said Principal has been awarded and is about to enter the annexed contract (incorporated herein by this reference) with said City of Long Beach for The Relocation of Natural Gas Pipelines for the 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 24th day of February, 2010.

ARB, Inc.
Contractor
By: [Signature]
Name: Scott E. Summers
Title: President
By: [Signature]

Name: John M. Perisich
Title: Sr. Vice President

Approved as to form this 23 day of March, 2010.

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

Liberty Mutual Insurance Company
SURETY, admitted in California
By: [Signature]
Name: Debbie L. Welsh
Title: Attorney-in-Fact
Telephone: 714-937-1400

By: [Signature] Assistant City Manager
Date: 3/29/10
City Manager
Approved as to sufficiency this 17 day of March, 2010.

EXECUTED PURSUANT TO SECTION 301 OF THE CITY CHARTER.

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.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of MARIN

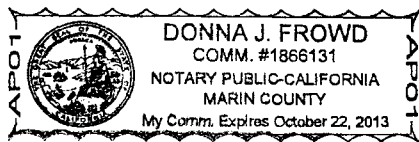
On February 24, 2010 before me, Donna J. Frowd, Notary Public, personally appeared Debbie L. Welsh who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their 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



CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

State of California

County of Orange

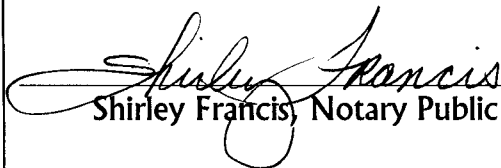
On March 1, 2010

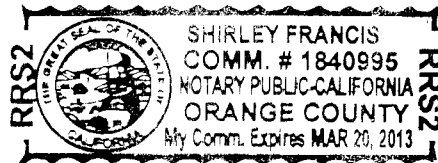
before me, Shirley Francis,

personally appeared **Scott E. Summers**, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to 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,


Shirley Francis, Notary Public



CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

State of California

County of Orange


On March 1, 2010

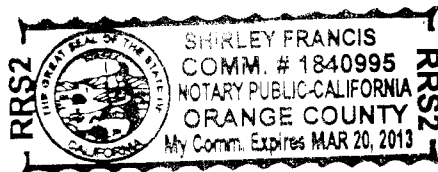
before me, Shirley Francis,

personally appeared, John M. Perisich, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to 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,


Shirley Francis, Notary Public



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 92868, a corporation, incorporated under the laws of the State of Massachusetts, admitted as a surety in the State of California, and authorized to transact business in the State of California, as SURETY, are held and firmly bound unto the CITY OF LONG BEACH, a municipal corporation, in the sum ONE MILLION EIGHT HUNDRED SIXTY-TWO THOUSAND THREE HUNDRED TWENTY-EIGHT DOLLARS (\$1,862,328.00), lawful money of the United States of America, for the payment of which sum, well and truly to be made, we bind ourselves, our respective heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT:

WHEREAS, said Principal has been awarded and is about to enter the annexed contract (incorporated herein by this reference) with said City of Long Beach for The Relocation of Natural Gas Pipelines for the 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 24th day of February, 2010.

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

Liberty Mutual Insurance Company SURETY, admitted in California
By: Debbie L. Welsh, Attorney-in-Fact
Telephone: 714-937-1400
Assistant City Manager

Approved as to form this 23 day of March, 2010.

By: City Manager Date 3/18/10
Approved as to sufficiency this 17 day of March, 2010.

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

EXECUTED PURSUANT TO SECTION 301 OF THE CITY CHARTER.
By: Michael Allen, 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.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

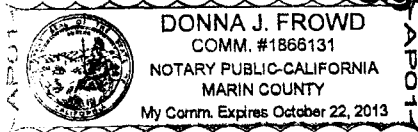
County of MARIN

On February 24, 2010 **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

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

State of California

County of Orange

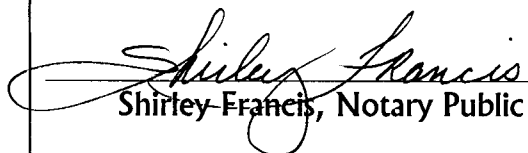
On March 1, 2010

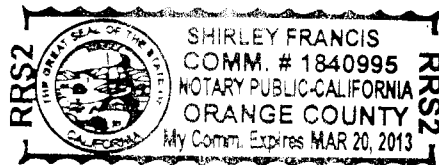
before me, Shirley Francis,

personally appeared **Scott E. Summers**, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to 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,


Shirley Francis, Notary Public



CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

State of California

County of Orange


On March 1, 2010

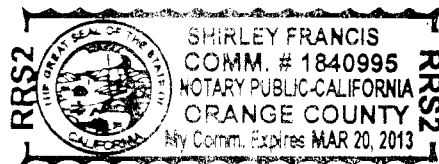
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I certify, under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal,


Shirley Francis, Notary Public



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

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

LIBERTY MUTUAL INSURANCE COMPANY
BOSTON, MASSACHUSETTS
POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS: That Liberty Mutual Insurance Company (the "Company"), a Massachusetts stock insurance company, pursuant to and by authority of the By-law and Authorization hereinafter set forth, does hereby name, constitute and appoint MICHAEL B. MCGOWAN, SUSAN J. MCGOWAN, DONNA L. WELSH, DONNA J. FROWD, DEBBIE L. WELSH, 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 SEVENTY FIVE MILLION AND 00/100***** DOLLARS (\$ 75,000,000.00*****) each, and the execution of such undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents, shall be as binding upon the Company as if they had been duly signed by the president and attested by the secretary of the Company in their own proper persons.

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

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

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

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

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

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

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Company and the corporate seal of Liberty Mutual Insurance Company has been affixed thereto in Plymouth Meeting, Pennsylvania this 1st day of October, 2009.

LIBERTY MUTUAL INSURANCE COMPANY

By Garnet W. Elliott, Assistant Secretary



COMMONWEALTH OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 1st day of October, 2009, 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 24th day of February, 2010.



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.