Kobert E. Shannon Gity Attorney of Long Beach 333 West Ocean Boulevard ong Beach, California 90802-4664 Telephone (562) 570-2200

CONTRACT

THIS CONTRACT is made and entered, in duplicate, as of November 7, 2005 for reference purposes only, pursuant to a minute order adopted by the City Council of the City of Long Beach at its meeting held on April 4, 2006, by and between TERNO, INC., a California corporation, whose address is 15701 Heron Avenue, La Mirada, California 90638 ("Contractor"), and the CITY OF LONG BEACH, a municipal corporation ("City").

WHEREAS, pursuant to a "Notice Inviting Bids for the Long Beach Boulevard Traffic Signal Synchronization Project in the City of Long Beach, California," dated January 25, 2006, and published by the City, bids were received, publicly opened and declared on the date specified in said Notice; and

WHEREAS, the City Manager accepted the bid of the Contractor; and
WHEREAS, the City Council authorized the City Manager to enter a contract
with Contractor for the work described in Plans & Specifications No. R-6677;

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

- 1. <u>SCOPE OF WORK</u>. Contractor shall furnish all necessary labor, supervision, tools, materials, supplies, appliances, equipment, and transportation for the work described in "Plans & Specifications No. R-6677 for the Long Beach Boulevard Traffic Signal Synchronization Project in the City of Long Beach, California," said work to be performed according to the Contract Documents identified below. However, this Contract is intended to provide to the City complete and finished work and, to that end, Contractor shall do everything necessary to complete the work, whether or not specifically described in the Contract Documents.
- 2. <u>PRICE AND PAYMENT</u>. City shall pay to Contractor the amount(s) for materials and work identified in Contractor's "Bid for the Long Beach Boulevard Traffic Signal Synchronization Project in the City of Long Beach, California," attached hereto as Exhibit "A".

Exhibit "A".

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

Notice Inviting Bids, Plans & Specifications No. R-6677 (which may include by reference the Standard Specifications for Public Works Construction, latest edition, and any supplements thereto, collectively the "Standard Specifications"); the City of Long Beach Standard Plans; Plans and Drawings No. C-5641 for this work; the California Code of Regulations; the various Uniform Codes applicable to trades; the prevailing wage rates; Instructions to Bidders; the Bid; the bid security; the City of Long Beach Disadvantaged, Minority and Women-owned Business Enterprise Program; this Contract and all documents attached hereto or referenced herein including but not limited to insurance; Bond for Faithful Performance; Payment Bond; Notice to Proceed; Notice of Completion; any addenda or change orders issued in accordance with the Standard Specifications; any permits required and issued for the work; approved final design drawings and documents; and the Information Sheet. These Contract Documents are incorporated herein by the above reference and form a part of this Contract.

Notwithstanding Section 2-5.2 of the Standard Specifications, if any conflict or inconsistency exists or develops among or between Contract Documents, the following priority shall govern: 1) Change Orders; 2) this Contract; 3) Permit(s) from other public agencies; 4) Plans & Specifications No. R-6677; 5) Addenda; 6) Plans and Drawings No. C-5641; 7) the City of Long Beach Standard Plans; 8) Standard Specifications; 9) other reference specifications; 10) other reference plans; 11) the bid; and 12) the Notice Inviting Bids.

4. <u>TIME FOR CONTRACT</u>. Contractor shall commence work on a date to be specified in a written "Notice to Proceed" from the City and shall complete all work within one hundred twenty (120) working days thereafter, subject to strikes, lockouts and

events beyond the control of Contractor. Time is of the essence hereunder. City will suffer damage if the work is not completed within the time stated, but those damages would be difficult or impractical to determine. So, Contractor shall pay to City, as liquidated damages, the amount stated in the Contract Documents.

- 5. ACCEPTANCE OF WORK NOT TO CONSTITUTE A WAIVER. The acceptance of any work or the payment of any money by the City shall not operate as a waiver of any provision of any Contract Document, of any power reserved to the City, or of any right to damages or indemnity hereunder. The waiver of any breach or any default hereunder shall not be deemed a waiver of any other or subsequent breach or default.
- 6. <u>WORKERS' COMPENSATION CERTIFICATION</u>. Concurrently herewith, Contractor shall submit certification of Workers' Compensation coverage in accordance with California Labor Code Sections 1860 and 3700, a copy of which is attached hereto as Exhibit "B".
- 7. <u>CLAIMS FOR EXTRA WORK</u>. No claim shall be made at any time upon the City by Contractor for and on account of any extra or additional work performed or materials furnished, unless such extra or additional work or materials shall have been expressly required by the City Manager and the quantities and price thereof shall have been first agreed upon, in writing, by the parties hereto.
- 8. <u>CLAIMS</u>. Contractor shall, upon completion of the work, deliver possession thereof to the City ready for use and free and discharged from all claims for labor and materials in doing the work and shall assume and be responsible for, and shall protect, defend, indemnify and hold harmless the City from and against any and all claims, demands, causes of action, liability, loss, costs or expenses for injuries to or death of persons, or damages to property, including property of the City, which arises from or is connected with the performance of the work.
- 9. <u>INSURANCE</u>. Prior to commencement of work, and as a condition precedent to the effectiveness of this Contract, Contractor shall provide to the City evidence of all insurance required in the Contract Documents.

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

- 10. WORK DAY. Contractor shall comply with Sections 1810 through 1815 of the California Labor Code regarding hours of work. Contractor shall forfeit, as a penalty to the City, the sum of Twenty-five Dollars (\$25) for each worker employed by Contractor or any subcontractor for each calendar day such worker is required or permitted to work more than eight (8) hours unless that worker receives compensation in accordance with Section 1815.
- 11. PREVAILING WAGE RATES. Contractor is directed to the prevailing wage rates. Contractor shall forfeit, as a penalty to the City, Fifty Dollars (\$50) for each laborer, worker or mechanic employed for each calendar day, or portion thereof, that such laborer, worker or mechanic is paid less than the prevailing wage rates for any work done by Contractor, or any subcontractor, under this Contract.
- work is terminated pursuant to an order of any Federal or State authority, Contractor shall accept as full and complete compensation under this Contract such amount of money as will equal the product of multiplying the Contract price stated herein by the percentage of work completed by Contractor as of the date of such termination, and for which Contractor has not been paid. If the work is so terminated, the City Engineer, after consultation with Contractor, shall determine the percentage of work completed and the determination of the City Engineer shall be final.

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

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

- B. Except for stop notices and claims made under the Labor Code, the City will notify Contractor when the City receives any third party claims relating to this Contract in accordance with Section 9201 of the Public Contract Code.
- 14. BONDS. Contractor shall, simultaneously with the execution of this Contract, execute and deliver to the City a good and sufficient corporate surety bond, in the form attached hereto and in the amount specified therein, conditioned upon the faithful performance of this Contract by Contractor, and a good and sufficient corporate surety bond, in the form attached hereto and in the amount specified therein, conditioned upon the payment of all labor and material claims incurred in connection with this Contract.
- 15. COVENANT AGAINST ASSIGNMENT. Neither this Contract nor any of the moneys that may become due Contractor hereunder may be assigned by Contractor without the written consent of the City first had and obtained, nor will the City recognize any subcontractor as such, and all persons engaged in the work of construction will be considered as independent contractors or agents of the Contractor and will be held directly responsible to Contractor.
- 16. CERTIFIED PAYROLL RECORDS. Contractor shall keep and cause each subcontractor to keep an accurate payroll record in accordance with Division 2, Part 7, Article 2 of the California Labor Code. Contractor's failure to furnish such record to City in the manner provided herein for notices shall entitle City to withhold the penalty prescribed by law from progress payments due to Contractor.
 - 17. RESPONSIBILITY OF CONTRACTOR. Notwithstanding anything to

the contrary in the Standard Specifications, Contractor shall have the responsibility, care and custody of the work. If any loss or damage occurs to the work that is not covered by collectible commercial insurance, excluding loss or damage caused by the negligence or willful misconduct of City, earthquake, or flood, then Contractor shall immediately make the City whole for any such loss or pay for any damage. If Contractor fails or refuses to make the City whole or pay, then City may do so and the cost and expense of doing so shall be deducted from the amount due Contractor from City hereunder. **CONTINUATION**. Termination or expiration of this Contract shall not 18.

- 18. <u>CONTINUATION</u>. Termination or expiration of this Contract shall not terminate the rights or liabilities of either party which rights or liabilities accrued or existed prior to termination or expiration of this Contract.
- 19. TAXES AND TAX REPORTING. A. As required by federal and state law, City is obligated to report the payment of compensation to Contractor on Form 1099-Misc. and Contractor acknowledges that Contractor is not entitled to payment under this Contract until it has provided its Employer's Identification Number to the City. Contractor shall be solely responsible for payment of all federal and state taxes resulting from payments under this Contract.
- B. Contractor shall cooperate with the City in all matters relating to taxation and the collection of taxes, particularly with respect to the self-accrual of use tax. Contractor shall cooperate as follows: (i) for all leases and purchases of materials, equipment, supplies, or other tangible personal property totaling over \$100,000 shipped from outside California, a qualified Contractor shall complete and submit to the appropriate governmental entity the form in Appendix "A" attached hereto; and (ii) for construction contracts and subcontracts totaling \$5,000,000 or more, Contractor shall obtain a sub-permit from the California Board of Equalization for the Work site. "Qualified" means that the Contractor purchased at least \$500,000 in tangible personal property that was subject to sales or use tax in the previous calendar year.

In completing the form and obtaining the permit(s), Contractor shall use the address of the Work site as its business address and may use any address for its mailing

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

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

- 20. <u>ADVERTISING</u>. Contractor shall not use the name of City, its officials, or employees in any advertising or solicitation for business, nor as a reference, without the prior approval of the City Manager, City Engineer, or designee.
- 21. <u>AUDIT</u>. If payment of any part of the consideration for this Contract is made with federal, state, or county funds and a condition to the use of those funds by City is a requirement that the City render an accounting or otherwise account for said funds, then City shall have the right at all reasonable times to examine, audit, inspect, review, extract information from, and copy all books, records, accounts, and other information relating to this Contract.
- 22. <u>NO PECULIAR RISK</u>. Contractor acknowledges and agrees that the work to be performed hereunder does not constitute a peculiar risk of bodily harm and that no special precautions are required to perform said work.
- 23. <u>THIRD PARTY BENEFICIARY</u>. This Contract is intended by the parties to benefit themselves only and is not in any way intended or designed to or entered for the purpose of creating any benefit or right of any kind for any person or entity that is

not a party to this Contract.

- 24. <u>SUBCONTRACTORS</u>. Contractor agrees to and shall bind every subcontractor to the terms of this Contract provided, however, that nothing herein shall create any obligation on the part of City to pay any subcontractor except in accordance with a court order in an action to foreclose a stop notice. Failure of Contractor to comply with this Section shall be deemed a material breach of this Contract. A list of subcontractor(s) submitted by Contractor in compliance with Public Contract Code Sections 4100 et seq. is attached hereto as Exhibit "D" and incorporated herein by this reference.
- 25. <u>NO DUTY TO INSPECT</u>. No language in this Contract shall create and City shall not have any duty to inspect, correct, warn of, or investigate any condition arising from Contractor's work hereunder, or to insure compliance with laws, rules or regulations relating to said work. If City does inspect or investigate, the results thereof shall not be deemed compliance with or a waiver of any requirements of the Contract Documents.
- 26. <u>GOVERNING LAW</u>. This Contract shall be governed by and construed pursuant to the laws of the State of California (except those provisions of California law pertaining to conflicts of laws).
- 27. <u>INTEGRATION</u>. This Contract, including the Contract Documents identified in Section 3 hereof, constitutes the entire understanding between the parties and supersedes all other agreements, oral or written, with respect to the subject matter herein.
- 28. <u>COSTS</u>. If there is any legal proceeding between the parties to enforce or interpret this Contract or to protect or establish any rights or remedies hereunder, the prevailing party shall be entitled to its costs and expenses, including reasonable attorney's fees.
- 29. <u>NONDISCRIMINATION</u>. In connection with performance of this Contract and subject to federal laws, rules and regulations, Contractor shall not discriminate in employment or in the performance of this Contract on the basis of race,

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religion, national origin, color, age, sex, sexual orientation, AIDS, HIV status, handicap, or disability. It is the policy of the City to encourage the participation of Disadvantaged, Minority and Women-owned Business Enterprises and the City encourages Contractor to use its best efforts to carry out this policy in the award of all subcontracts.

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

IN WITNESS WHEREOF, the parties have caused this document to be duly

// // // Exhibit "A"

BIDDER'S NAME Terno, Tuc

BID FOR

LONG BEACH BOULEVARD TRAFFIC SIGNAL SYNCHRONIZATION PROJECT IN THE CITY OF LONG BEACH, CALIFORNIA

In accordance with the Notice Inviting Bids for the above titled work in the City of Long Beach, California, a copy of which is attached hereto and is made a part hereof, to be opened on January 25th, 2006 at 10:00 a.m., we offer to furnish all necessary labor, tools, materials, appliances and equipment for and perform all work mentioned in said Notice Inviting Bids, in full compliance with Plans & Specifications No. R-6677 at the following prices:

ITEM		ESTIMATED		UNIT PRICE ITEM TOTAL		
NO.	ITEM DESCRIPTION	QUANTITY	UNIT	(IN FIGURES) (IN FIGURES)		
NEW TRAFFIC SIGNAL						
1.	Long Beach Blvd. at 51 st S	st. 1	LS	\$ \$ 165,264.00		
TRAFFIC SIGNAL UPGRADE LONG BEACH BLVD. AT GREENLEAF BLVD.						
2.	Remove and salvage exist Large pole and foundation	•	EA	\$ 1,155.° \$ 2,310.°		
3.	Remove and salvage exist Small pole and foundation	•	EA			
4.	Furnish and install type 1A standard and construct foundation	A 3	EA	\$ 1,520.°° \$ 4,560.°°		
5.	Furnish and install type 15 standard with mast arms a construct foundation		EA	\$ 3,6/7. 5 3,6/7.		
6.	Furnish and install type 19 standard with mast arms a construct foundation		EA	\$ 7,941.00 \$ 15,882.00		
7.	Furnish and install 3" conduit	290	LF	\$ 81.70 \$ 23,693. 00		

ITEM		ESTIMATED		UNIT PRICE ITEM TOTAL
NO.	ITEM DESCRIPTION	QUANTITY	UNIT	(IN FIGURES) (IN FIGURES)
	FIC SIGNAL UPGRADE B BEACH BOULEVARD/GRE	EENLEAF BI	_VD. (co	nt.)
8.	Furnish and install 2" Conduit	500	LF	\$ 46.50 \$ 23,250.00
9.	Furnish and install no. 5 Pull box	2	EA	\$ 899.00 \$ 1,798.00
10.	Furnish and install no. 6 Pull box (24 inches deep)	6	EA	\$ 1,393.°° \$ 8,358.°°
11.	Furnish and install 12" 3-section vehicle head (MA	2 AS)	EA	\$ 780.00 \$ 1,560.00
12.	Furnish and Install 12" 3-section vehicle head with framework	8	EA	\$ 889.00 \$ 7,112.00
13.	Furnish and Install pedestrian signal head	8	EA	\$ 603.00 \$ 4,824.00
14.	Furnish and Install lumina	ire 3	EA	\$ 377.00 \$ 1,131.00
15.	Furnish and Install pedestrian pushbuttons	4	EA	\$ 228.00 \$ 912.00
16.	Furnish and Install Type E loop detectors	8	EA	\$ 492.°° \$ 3,936.°°
17.	Furnish and Install mast-arm street name sign	2	EA	\$ 1,070.00 \$ 2,140.00
18.	Remove and salvage existing vehicle head	2	EA	\$ 199.°° \$ 398.°°
19.	Relocate traffic sign	2	EA	\$ 180.00 \$ 360.00 \$ 1,412.00 \$ 2,824.00
20.	Remove existing unused Utility pole and foundation	2	EA	\$ 1,412.°° \$ 2,824.°°

NO.		ESTIMATED QUANTITY		UNIT PRICE ITEM TOTAL (IN FIGURES)
	FFIC SIGNAL UPGRADE G BEACH BOULEVARD/GR	EENLEAF B	LVD. (co	nt.)
21.	Furnish temporary traffic signal pole	2	EA	\$ 4,141.°°\$ 8,282.°°
22.	Furnish temporary traffic signal controller cabinet assembly	1	LS	\$ 10,338.00
23.	Remove and salvage existing microwave radio communication equipmen	1 it	LS	\$ 380.00
24.	Furnish and Install Auxiliary controller Cabinet equipment	1	LS	\$
25.	Furnish and install traffic Signal and lighting cables And conductors	2	EA	\$ 7,036.00 \$ 14,072.00
26.	Relocate photoelectric Control	1	LS	\$ \$ 380.00
27.	Furnish and install sign	2	EA	\$ 246.00 \$ 492.00
28.	Install thermoplastic Pavement markings	150	SF	\$ 8.00 \$ 1,200.00
29.	Maintain existing traffic signal system	1	LS	\$ 1,522.00
	FIC SIGNAL UPGRADE BEACH BOULEVARD/69 th	ST.		
30.	Construct foundation and Furnish and install type 33 Cabinet assembly with Auxiliary equipment	1 2	EA	\$ 13,969. \$ 13,969. °°

ITEM NO.	ITEM DESCRIPTION	ESTIMATE! QUANTITY		UNIT PRICE ITEM TOTAL (IN FIGURES)			
		QUANTITI	ONI	(INTIGORES) (INFIGORES)			
	TRAFFIC SIGNAL UPGRADE LONG BEACH BOULEVARD/69 th ST. (cont.)						
31.	Construct foundation and Furnish and install type III Electrical service Cabinet	IBF	EA	\$ 4018 00 \$ 4018 00			
32.	Remove and salvage exist Large pole and foundation	-	EA	\$ 1,454.00 \$ 4362 cc			
33.	Remove and salvage exist small pole and foundation	•	EA	\$ 1,154.00 \$ 2,308.00			
34.	Furnish and install type 1/ standard and construct foundation	A 3	EA	\$ 1,520 00 \$ 4,560 00			
35.	Furnish and install type 19 standard with mast arms and construct foundation	9 2	EA	\$ 7,941.00 \$ 15,882.00			
36.	Furnish and install 3" Conduit	45	LF	\$ 125.00 \$ 5,625.00			
37.	Furnish and install 2" Conduit	530	LF	\$ 48.80 \$ 25,864.00			
38.	Furnish and install no. 5 Pull box	2	EA	\$ 899.00 \$ 1,798.00			
39.	Furnish and install no. 6 Pull box (24 inches deep)	5	EA	\$ 1393 00 \$ 6,965.00			
40.	Furnish and install 12" 3-section vehicle head (MA	2 AS)	EA	\$ 780.00 \$ 1,560.00			
41.	Furnish and Install 12" 3-section vehicle head with framework	8	EA	\$ 889 00 \$ 7.112.00			

ITEM NO.	ITEM DESCRIPTION	ESTIMATE QUANTIT		UNIT PRICE ITEM TOTAL (IN FIGURES) (IN FIGURES)		
TRAFFIC SIGNAL UPGRADE LONG BEACH BOULEVARD/69 th ST. (cont.)						
42.	Furnish and Install pedestrian signal head	6	EA	\$ 603 ≈ \$ 3,618 ≈		
43.	Furnish and Install lumina	ire 4	EA	\$ 377.00 \$ 1,508 00		
44.	Furnish and Install pedestrian pushbuttons	2	EA	\$ 227.00 \$ 454.00		
45.	Furnish and Install Type E loop detectors	7	EA	\$ 498 00 \$ 3,444.02		
46.	Furnish and Install mast-arm street name sign	2 n	EA	\$ 1,070 5 8 6,140.00		
47.	Furnish and install traffic Signal and lighting cables And conductors	2	EA	\$ 70310 a \$ 14,072 a		
48.	Relocate photoelectric Control unit	1	LS	\$ 380 ° \$ 380° °		
49.	Relocate existing street Light pull box	1	EA	\$ 2, 789.00 \$ 2, 289.00		
50.	Remove and salvage exist 332 cabinet and foundatio	_	EA	\$ 888 co \$ 888 co		
51.	Remove and salvage exist service cabinet and found	-	EA	\$ 698 S		
52 .	Furnish temporary traffic Signal controller cabinet assembly	1	LS	\$ <u>10,388 °° \$ 10,388 °°</u>		
53.	Relocate sign	2	EA	\$ 86 ° \$ 172,50		
54.	Install thermoplastic Pavement markings	30	SF	\$ 8 000 \$ 841.00		

ITEM NO.	I ITEM DESCRIPTION	ESTIMATE QUANTITY		UNIT PRICE ITEM TOTAL (IN FIGURES) (IN FIGURES)
-	FFIC SIGNAL UPGRADE G BEACH BOULEVARD/69 ^t	^h ST. (cont.)	
5 5.	Remove and salvage Existing microwave radio Equipment Complete	1	LS	\$ 380.44 \$ 360.44
56.	Furnish and install sign	4	EA	\$ 306. 2 \$ 1,224.00
57.	Maintain existing traffic signal system	1	LS	\$ 1,502.00 \$ 1,502.00
	FIC SIGNAL UPGRADE 3 BEACH BOULEVARD/AR	TESIA BLVI	D.	
58.	Construct foundation and Furnish and install type 33 Cabinet assembly with Auxiliary equipment	-	EA	\$/4,250 00 \$ /4,250 00
59.	Remove and salvage exist large pole and foundation	•	EA	\$ 1,454. = \$ 2,908 00
60.	Remove and salvage exist small pole and foundation	•	EA	\$ 1.155 00 \$ 4,620 00
61.	Furnish and install type 1/standard and construct foundation	A 2	EA	\$ 1/520.00 \$ 3,040.00
62.	Furnish and install type 15 standard with mast arms and construct foundation	5 2	EA	\$ 3,617.00 \$ 7,234.00
63.	Furnish and install type 26 standard with mast arms and construct foundation	6A 2	EA	\$ 11,381.00 \$ 22,762.00
64.	Furnish and install 3" Conduit	230	LF	\$ 83.40 \$ 19,297.00

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE ITEM TOTAL (IN FIGURES) (IN FIGURES)			
	TRAFFIC SIGNAL UPGRADE LONG BEACH BOULEVARD/ARTESIA BLVD. (cont.)						
65.	Furnish and install 2" Conduit	780	LF	\$ 46.00 \$ 37,440 cc			
66.	Furnish and install no. 5 Pull box	3	EA	\$ 699.00 \$ 2,697.00			
67.	Furnish and install no. 6 Pull box (24 inches deep)	6	EA	\$ 1,393.00 \$ 8,358.00			
68.	Furnish and install 12" 3-section vehicle head (Ma	2 AS)	EA	\$ 780.00 \$ 1,540.00			
69.	Furnish and Install 12" 3-section vehicle head with framework	9	EA	\$ 88700 \$ 8,001.00			
70.	Furnish and Install 12" 5-section vehicle head with framework	2	EA	\$ 1,230 0 \$ 2,466 0			
71.	Furnish and Install pedestrian signal head	6	EA	\$ 603.00 \$ 3,618.00			
72.	Furnish and Install lumina	ire 2	EA	\$ 376.00 \$ 757.00			
73.	Furnish and Install pedestrian pushbuttons	8	EA	\$ 227.00 \$ 1,816.00			
74.	Furnish and Install Type E loop detectors	22	EA	\$ 492.00 \$ 10,824.00			
75.	Furnish and Install mast-arm street name sign	4	EA	\$ 1.069.00 \$ 4,276.00			
76.	Furnish and install traffic Signal and lighting cables And conductors	1	LS	\$ 7,036.00 \$ 7.036.00			

ITEM		ESTIMATED		UNIT PRICE ITEM TOTAL
NO.	ITEM DESCRIPTION	QUANTITY	UNIT	(IN FIGURES) (IN FIGURES)
	FFIC SIGNAL UPGRADE G BEACH BOULEVARD/AF	RTESIA BLVD	. (cont.)	
77.	Relocate photoelectric Control unit	1	LS	\$ 380.₩ \$ 380.₩
78.	Remove and salvage exists 332 cabinet and foundations.	-	EA	\$ 668 ac \$ 628 cc
79.	Furnish and install Emergency Vehicle Pre-emption equipment o	1 complete	LS	\$ 15,714.00 \$ 15,714.00
80.	Furnish temporary traffic Signal controller cabinet assembly		LS	\$ <u>10,387.00</u>
81.	Relocate sign	8	EA	\$ 180.00 \$ 1,440.00
82.	Install thermoplastic Pavement markings	65	SF	\$ 1000 \$ 650 ×
83.	Remove and salvage exis Microwave communication Equipment complete		LS	\$ 380 ° \$ 380.°°
84.	Furnish and install sign	3	EA	\$ 140,00 \$ 540.00
85.	Furnish and install sign And post	3	EA	\$ 246 00 \$ 738 00
86.	Maintain existing traffic signal system	1	LS	\$ 1522.00 \$ 1,522.00
TRAFFIC SIGNAL UPGRADE LONG BEACH BOULEVARD/91 FWY. WESTBOUND RAMPS				
87.	Furnish and install 2" Conduit	150	LF	\$ 67.80 \$ 10,070.00 5,596.00 \$ 899.00 \$ 889.00
88.	Furnish and install no. 5 Pull box	4	EA	\$ 89900 \$ 889.00

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE ITEM TOTAL (IN FIGURES)			
	TRAFFIC SIGNAL UPGRADE LONG BEACH BOULEVARD/91 FWY. WESTBOUND RAMPS (cont.)						
89.	Furnish and Install 12" 3-section vehicle head with framework	1	EA	\$ 669.00 \$ 869.00			
90.	Furnish and install traffic Signal and lighting cables And conductors	1	LS	\$ 7,036.00			
91.	Furnish and Install pedestrian pushbuttons	4	EA	\$ 227.00 \$ 908.00			
92.	Furnish and Install Type E loop detectors	6	EA	\$ 497.00 \$ 2,952.00			
93.	Furnish and Install Auxiliary controller Cabinet equipment	1	LS	\$1,027.00 \$ 1,027.00			
94.	Maintain existing traffic signal system	1	LS	\$ 1,522.00 \$ 1,522.00			
	FIC SIGNAL UPGRADE B BEACH BOULEVARD/BOF	RT STREET					
95.	Construct foundation for type 332 controller cab	1 inet	EA	\$3206.00 \$ 3,206.00			
96.	Construct foundation and Furnish and install type III Electrical service Cabinet	1 BF	EA	\$ 4,018.00 \$ 4,018.00			
97.	Furnish and install 3" Conduit	190	LF	\$ 80.90 \$ 15,371 00			
98.	Furnish and install 2" Conduit	450	LF	\$ 4820 \$21,690 °C			
99.	Furnish and install no. 5 Pull box	2	EA	\$ 69930 \$ 1798.00			

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE ITEM TOTAL (IN FIGURES)		
	FFIC SIGNAL UPGRADE G BEACH BOULEVARD/BOI	RT STREET (cont.)			
100.	Furnish and install no. 6 Pull box (24 inches deep)	4	EA	\$1,393.°° \$ 5,572.°°		
101.	Furnish and Install 12" 3-section vehicle head with framework	2	EA	\$ 889.°° \$ 1,778.°°		
102.	Furnish and install traffic Signal and lighting cables And conductors	1	LS	\$ 7,036.°°		
103.	Furnish and Install mast-arm street name sign	2	EA	\$ 1,070.00 \$ 2,140.00		
104.	Remove and salvage Existing vehicle head	2	EA	\$ 199.00 \$ 398.00		
105.	Furnish and Install Auxiliary controller Cabinet equipment	1	LS	\$ 1,617.00		
106.	Remove existing 332 cabinet foundation	1	LS	\$ 851.00		
107.	Remove and reinstall 332 Controller cabinet assemb And auxiliary equipment	1 ly	LS	\$ 1,843.00		
108.	Maintain existing traffic signal system	1	LS	\$ 1,522.00		
TRAFFIC SIGNAL UPGRADE LONG BEACH BOULEVARD/710 FREEWAY SOUTHBOUND RAMPS						
109.	Construct foundation and Furnish and install type 33 Cabinet assembly with Auxiliary equipment	1 2	EA	\$ 11,984.°° \$ 11,984.°°		

ITEM NO.		ESTIMATED QUANTITY		UNIT PRICE ITEM TOTAL (IN FIGURES)
	FFIC SIGNAL UPGRADE G BEACH BOULEVARD/710) FREEWAY	SOUTHE	BOUND RAMPS (cont.)
110.	Furnish and install type 1 standard and construct foundation	A 1	EA	\$ 1,520.00 \$ 1,520.00
111.	Furnish and install 3" Conduit	30	LF	\$ 115.00 \$ 3,450.00
112.	Furnish and install 2" Conduit	250	LF	\$ 55.90 \$ 13,975.°°
113.	Remove and salvage exis	_	EA	\$ 1,155.°° \$ 1,155.°°
114.	Remove and salvage exis		EA	\$ 888. * \$ 888. *
115.	Furnish and install no. 5 Pull box	2	EA	\$ 899.00 \$ 1,798.00
116.	Furnish and Install 12" 3-section vehicle head with framework	1	EA	\$ 889.00 \$ 889.00
117.	Furnish and Install pedestrian signal head	1	EA	\$ 603.00 \$ 603.00
118.	Furnish and install traffic Signal and lighting cables And conductors	1	LS	\$ 7,036.00
119.	Furnish and Install pedestrian pushbuttons	4	EA	\$ 227.00 \$ 908.00
120.	Furnish and Install Type E loop detectors	2	EA	\$ 492.00 \$ 984.00
121.	Furnish temporary traffic Signal controller cabinet assembly	1	LS	\$ 10,388,00

ITEM		ESTIMATED		UNIT PRICE ITEM TOTAL			
NO.		QUANTITY	UNIT	(IN FIGURES) (IN FIGURES)			
TRAF	TRAFFIC SIGNAL UPGRADE LONG BEACH BOULEVARD/710 FREEWAY SOUTHBOUND RAMPS (cont.)						
122.	Install thermoplastic Pavement markings	90	SF	\$ 8.00 \$ 720.00			
123.	Furnish and install video Detection system complete	1 e	LS	\$ 8,266.00			
124.	Maintain existing traffic signal system	1	LS	\$ 1,522 00			
	FIC SIGNAL UPGRADE B BEACH BOULEVARD/710	FREEWAY N	ORTHBO	OUND RAMPS			
125.	Furnish and install video Detection system complete	1 e	LS	\$ 8,266.00			
126.	Furnish and Install pedestrian pushbuttons	4	EA	\$ 227.00 \$ 908.00			
127.	Maintain existing traffic signal system	1	LS	\$ 1,522.00			
	FIC SIGNAL UPGRADE BEACH BOULEVARD/ELLI	IS STREET					
128.	Construct foundation and Furnish and install type 33 Cabinet assembly with Auxiliary equipment	1 2	EA	\$ 13,688.°°\$ 13,688.°°			
129.	Construct foundation and Furnish and install type IIIE Electrical service Cabinet	1 3F	EA	\$ 4,018.00 \$ 4,018.00			
130.	Remove and salvage existilarge pole and foundation	ing 1	EA	\$ 1,454.00 \$ 1,454.00			
131.	Furnish and install type 1A standard and construct foundation	. 1	EA	\$ 1,520.00 \$ 1,520.00			

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE ITEM TOTAL (IN FIGURES)			
TRAF	TRAFFIC SIGNAL UPGRADE LONG BEACH BOULEVARD/ELLIS STREET (cont.)						
132.	Furnish and install type 19 standard with mast arms and construct foundation	9 1	EA	\$ 7.941.00 \$7.941.00			
133.	Furnish and install 3" Conduit	220	LF	\$ 65.50 \$ 14,410.00			
134.	Furnish and install 2" Conduit	430	LF	\$ 52.30 \$ 22,469.00			
135.	Remove and salvage Existing vehicle head	3	EA	\$ 199.00 \$ 597.00			
136.	Furnish and install no. 5 Pull box	2	EA	\$ 899.00 \$ 1,798.00			
137.	Furnish and install no. 6 Pull box (24 inches deep)	7	EA	\$ 1,393 ac \$ 9,75) ac			
138.	Furnish and Install 12" 3-section vehicle head with framework	9	EA	\$ 8.001.00			
139.	Furnish and Install pedestrian signal head	6	EA	\$ 603.00 \$ 5,618.00			
140.	Furnish and Install lumina	ire 1	EA	\$ 376.00 \$ 376.00			
141.	Furnish and Install pedestrian pushbuttons	6	EA	\$ 227.00 \$ 1,362.00			
142.	Furnish and Install Type E loop detectors	4	EA	\$492.00 \$ 1,968.00			
143.	Furnish and Install mast-arm street name sign	3	EA	\$ 1,069.00 \$ 3,201.00			

ITEM NO.		ESTIMATE!		UNIT PRICE ITEM TOTAL (IN FIGURES) (IN FIGURES)
TRAF	FIC SIGNAL UPGRADE BEACH BOULEVARD/ELL			<u> </u>
144.	Furnish and install traffic Signal and lighting cables And conductors	1	LS	\$ 7,036.00 \$ 7,036.00
145.	Remove and salvage exis		LS	\$ 688 to \$ 888.00
146.	Furnish temporary traffic Signal controller cabinet assembly	1	LS	\$ 10,387.00 \$ (0,387.00
147.	Relocate sign	2	EA	\$ 180,00 \$ 360.00
148.	Install thermoplastic Pavement markings	50	SF	\$ 6 00 \$ 400 GO
149.	Furnish and install sign	4	EA	\$ 180 a \$ 720.00
150.	Maintain existing traffic Signal system	1	EA	\$ 1,572.00 \$ 1,522.00
	FIC SIGNAL UPGRADE BEACH BOULEVARD/MAR	RKET STRE	ET	(
151.	Construct foundation and Furnish and install type 33 Cabinet assembly with Auxiliary equipment	=	EA	\$ 13,857.00 \$ 13,857.00
152.	Furnish and install type 14 standard and construct foundation	A 3	EA	\$ 1,520 × \$ 4,5700.00
153.	Furnish and install type 15 standard with mast arms and construct foundation	i 1	EA	\$ 3,617,00 \$ 3,617.00

ITEM NO.	-	ESTIMAT QUANTIT		UNIT PRICE ITEM TOTAL (IN FIGURES)		
-	TRAFFIC SIGNAL UPGRADE LONG BEACH BOULEVARD/MARKET STREET (cont.)					
154.	Furnish and install type 19 standard with mast arms a construct foundation		EA	\$ 7.940° \$ 23.820° °		
155.	Furnish and install 3" Conduit	360	LF	\$ 63.75 \$ 23 022 00		
156.	Furnish and install 2" Conduit	500	LF	\$ 9e-20 \$ 28,100 00		
157.	Remove and salvage exist large pole and foundation	ting 3	EA	\$ 1,459.00 \$ 4,362.00		
158.	Remove and salvage exist small pole and foundation	•	EA	\$ 1,155 m \$ 4,620 m		
159.	Furnish and install no. 5 Pull box	2	EA	\$ 699.00 \$ 1,778.00		
160.	Furnish and install no. 6 Pull box (24 inches deep)	5	EA	\$ 1,393.00 \$ 6965.00		
161.	Furnish and install 12" 3-section vehicle head (MA	3 \S)	EA	\$ 780 00 \$ 7340.00		
162.	Furnish and Install 12" 3-section vehicle head with framework	7	EA	\$ 689.00 \$ 6,223.00		
163.	Furnish and Install 12" 5-section vehicle head with framework	1	EA	\$ 1,230° \$ 1,230.00		
164.	Furnish and Install luminal	re 4	EA	\$ 376.00 \$ 1,504.000 \$ 603.00 \$ 4,221.00		
165.	Furnish and Install pedestrian signal head	7	EA	\$ 603.00 \$ 4,221.00		

ITEM NO.	I ITEM DESCRIPTION	ESTIMATE! QUANTITY	D UNIT	UNIT PRICE ITEM TOTAL (IN FIGURES)		
TRAFFIC SIGNAL UPGRADE LONG BEACH BOULEVARD/MARKET STREET (cont.)						
166.	Furnish and Install pedestrian pushbuttons	8	EA	\$ 227.00 \$ 1,616.00		
167.	Furnish and Install Type E loop detectors	12	EA	\$ 492.00 \$ 5,904.00		
168.	Furnish and install traffic Signal and lighting cables And conductors	1	LS	\$ 7,036.00 \$ 7.036.00		
169.	Furnish and Install mast-arm street name sig	4 n	EA	\$ 1,069.00 \$ 4,276.00		
170.	Remove and salvage exis 332 cabinet and foundation	•	LS	\$ 688. 5 \$ 688 co		
171.	Install thermoplastic Pavement markings	65	SF	\$ 11.00 \$ 715.00		
172.	Not used.					
173.	Furnish and Install sign	7	EA	\$ 186.00 \$ 1,302.00		
174.	Furnish and Install sign And post	1	EA	\$ 272.30 \$ 272.00		
175.	Relocate sign	9	EA	\$ 160.00 \$ 1,620 am		
176.	Remove existing curb ram	np 1	EA	\$ 615.00 \$ 815.00		
177.	Relocate photoelectric Control	1	LS	<u>\$ 360.~ \$ 360.~</u>		
178.	Relocate emergency vehice Pre-emption equipment	cle 1	LS	\$ 2,348 ·· \$ 2,346 ··		
179.	Maintain existing traffic Signal system	1	EA	\$ 1.527.00 \$ 1.522.00		

ITEM NO.		ESTIMATED QUANTITY	_	UNIT PRICE ITEM TOTAL (IN FIGURES) (IN FIGURES)			
TRAF	TRAFFIC SIGNAL UPGRADE LONG BEACH BOULEVARD/MARKET STREET (cont.)						
180.	Furnish temporary traffic signal controller cabinet assembly	1	LS	\$ 10387.00 \$ 10,387.00			
TRAFFIC SIGNAL UPGRADE LONG BEACH BOULEVARD/53 RD STREET							
181.	Construct foundation for type 332 controller cal	1 pinet	EA	\$ 2,146.00			
182.	Furnish and install type 1 standard and construct foundation	A 6	EA	\$ 1,520 - \$ 9,120 -			
183.	Furnish and install type 19 standard with mast arms construct foundation		EA	\$ 7,441.00 \$ 7,941.00			
184.	Furnish and install 3" Conduit	320	LF	\$ 70.00 \$ 22,400 00			
185.	Furnish and install 2" Conduit	500	LF	\$ 53.80 \$ 26.900.00			
186.	Remove and salvage exist large pole and foundation		EA	\$ 1,454,00 \$ 2,908,00			
187.	Remove and salvage exist small pole and foundation	_	EA	\$ 1,155.00 \$ 2,310.00			
188.	Remove existing 332 Cabinet foundation	1	LS	\$ 851.00 \$ E51.00			
189.	Furnish and install no. 5 Pull box	2	EA	\$ 699,00 \$ 1,796,00			
190.	Furnish and install no. 6 Pull box (24 inches deep)	5	EA	\$ 1,393.00 \$ 6,965°			

ITEM NO.	ITEM DESCRIPTION	ESTIMATE! QUANTITY) TINU	UNIT PRICE ITEM TOTAL (IN FIGURES) (IN FIGURES)			
TRAF	TRAFFIC SIGNAL UPGRADE LONG BEACH BOULEVARD/53 RD STREET (cont.)						
191.	Furnish and install 12" 3-section vehicle head (M	2 (AS)	EA	\$ 760 we \$ 1,560.00			
192.	Furnish and Install 12" 3-section vehicle head with framework	8	EA	\$ 689.00 \$ 7,112.00			
193.	Furnish and Install lumina	aire 2	EA	\$ 37600 \$ 752.00			
194.	Furnish and Install pedestrian signal head	8	EA	\$ 603 ver \$ 4,824.00			
195.	Furnish and Install pedestrian pushbuttons	4	EA	\$ 22700 \$ 70% oc			
196.	Furnish and Install Type E loop detectors	8	EA	\$ 492.00 \$ 3,936 00			
197.	Furnish and install traffic Signal and lighting cables And conductors	1	LS	\$ 7,036.00 \$ 7,036.00			
198.	Furnish and Install mast-arm street name sign	2 n	EA	\$ 1,069.00 \$ 2,138.00			
199.	Remove and salvage Existing vehicle head	1	EA	\$ 199.00 \$ 199.00			
200.	Relocate photoelectric Control	1	LS	<u>\$ 360.44</u> \$ 360.44			
201.	Relocate existing street Light pull box	1	EA	\$ 2,269.00 \$ 2,269.00			
202.	Furnish and Install Auxiliary controller Cabinet equipment	1	LS	\$ 1,800 ac \$ 1,800,00			

ITEM NO.		STIMATED JANTITY		UNIT PRICE ITEM TOTAL (IN FIGURES)
	FIC SIGNAL UPGRADE B BEACH BOULEVARD/53 RD S	STREET (d	cont.)	
203.	Remove and reinstall 332 Controller cabinet assembly And auxiliary equipment	1	LS	\$\$
204.	Install thermoplastic Pavement markings	100	SF	\$ 8.00 \$ 800.
205.	Relocate sign	3	EA	\$ 86.°° \$ 258.°° \$ 10,387.°°
206.	Furnish temporary traffic signal controller cabinet assembly	1	LS	\$ 10,387.00
207.	Maintain existing traffic Signal system	1	EA	\$ 1,522.°° \$ 1,522.°°
	FIC SIGNAL UPGRADE BEACH BOULEVARD/ARBO	R STREE	T - 47 TH S	TREET
	Construct foundation and Furnish and install type 332 Cabinet assembly with Auxiliary equipment	1	EA	\$ 13,952.°° 13,952.°°
	Construct foundation and Furnish and install type IIIBF Electrical service Cabinet	1	EA	\$ 4,018.00 \$ 4,018.00
	Remove and salvage existing large pole, bumper poles and foundation complete	g 6	EA	\$ 1,454.00
	Remove and salvage existing small pole, bumper poles and foundation complete	g 7	EA	\$ 1,155.°° \$ 8,085.°°
!	Furnish and install type 1A standard and construct foundation	5	EA	\$ 1,520.0° \$ 7,600.00

NO.		ESTIMA QUANTI	TED TY UNIT	UNIT PRICE ITEM TOTAL (IN FIGURES)		
TRAFFIC SIGNAL UPGRADE LONG BEACH BOULEVARD/ARBOR STREET - 47 TH STREET (cont.)						
213.	Furnish and install type 15 standard with mast arms and construct foundation	5 3	EA	\$ 3,617.°° \$ 10,851.°°		
214.	Furnish and install type 18 standard with mast arms and construct foundation	3 1	EA	\$ 7,279.°° 7,279.°°		
215.	Furnish and install type 19 standard with mast arms and construct foundation	2	EA	\$ 7,940.00 \$ 15,880.00		
216.	Furnish and install 3" Conduit	610	LF	\$ 60.80 \$ 37,088.00		
217.	Furnish and install 2" Conduit	545	ĹF	\$ 52.80 \$ 28,776.00		
218.	Furnish and install no. 5 Pull box	2	EA	\$ 899.00 \$ 1,798.00		
219.	Furnish and install no. 6 Pull box (24 inches deep)	11	EA	\$ 1,393.°° \$ 15,323.°°		
220.	Furnish and Install 12" 3-section vehicle head with framework	7	EA	\$ 889.°° \$ 6,223.°°		
221.	Furnish and Install 12" Programmed visibility 3-section vehicle head	5	EA	\$ 2,524.°°\$ 12,620.°°		
222.	Furnish and Install 12" Programmed visibility 4-section vehicle head	1	EA	\$ 3,244.°°\$ 3,244.°°		
	Furnish and Install 12" 4-section vehicle head	5	EA	\$ 1,082.00 \$ 5,410.00		

ITEM NO.	ITEM DESCRIPTION	ESTIMAT QUANTIT		UNIT PRICE ITEM TOTAL (IN FIGURES)				
140.	TTEM DECOTAL TION	QUANTITI	1 01111	(INTIGORES) (INTIGORES)				
	TRAFFIC SIGNAL UPGRADE LONG BEACH BOULEVARD/ARBOR STREET - 47 TH STREET (cont.)							
224.	Furnish and Install lumin	aire 6	EA	\$ 376.00 \$ 2,256.00 \$ 603.00 \$ 4,824.00				
225.	Furnish and Install pedestrian signal head	8	EA	\$ 603.°° \$ 4,824.°°				
226.	Furnish and Install pedestrian pushbuttons	4	EA	\$ 227.00 \$ 908.00				
227.	Furnish and Install Type E loop detectors	12	EA	\$ 492.°° \$ 5,904.°°				
228.	Furnish and install traffic Signal and lighting cable And conductors	-	LS	\$ 7,036.00				
229.	Furnish and Install mast-arm street name sig	4 Jn	EA	\$ 1,069.°° \$ 4,276.°°				
230.	Remove and salvage exis	_	LS	\$ 888."				
231.	Furnish temporary traffic signal controller cabinet assembly	1	LS	\$ 10,387.00				
232.	Remove and salvage Existing vehicle head	1	EA	\$ 199.°° \$ 199.°°				
233.	Install thermoplastic Pavement markings	100	SF	\$ <u>8.°°</u> \$ <u>800.°°</u>				
234.	Relocate sign	16	EA	\$ 86.00 \$ 1,376.00 \$ 180.00 \$ 1080.00				
235.	Furnish and install sign	6	EA	\$ 180.00 \$ 1080.00				
236.	Maintain existing traffic Signal system	1	EA	\$ 1,522.0° \$ 1,522.0°				

ITEM NO.	I ITEM DESCRIPTION	ESTIMATE QUANTITY	_	UNIT PRICE ITEM TOTAL (IN FIGURES)
	FFIC SIGNAL UPGRADE G BEACH BOULEVARD/SA	N ANTONIC	D DRIVE -	CARSON STREET
237.	Construct foundation and Furnish and install type 3 Cabinet assembly with Auxiliary equipment		EA	\$ 13,952,00 \$ 13,952.00
238.	Construct foundation and Furnish and install type II Electrical service Cabinet	IBF	EA	\$4,016 00 \$ 4,018 00
239.	Remove and salvage exist large pole and foundation	•	EA	\$1,494.00 \$ 4362.00
240.	Remove and salvage exis small pole and foundation	_	EA	\$ 1155.00 \$ 2,310.00
241.	Furnish and install Pedestrian pushbutton po and construct foundation		EA	\$ 1,230,00 \$ 1,230,00
242.	Furnish and install type 1 standard and construct foundation	A 3	EA	\$ 1,520.00 \$ 4,560 00
243.	Furnish and install type 1standard with mast arms and construct foundation	5 2	EA	\$3,617.00 \$ 1,234.00
244.	Furnish and install type 19 standard with mast arms and construct foundation	9 1	EA	\$ 7801.00 \$ 7,801.00
245.	Furnish and install 3" Conduit	400	LF	\$ 67.00 \$ 26,800.00
246.	Furnish and install 2" Conduit	700	LF	\$ 53.90 \$ 57, 730 st
247.	Remove and salvage Existing pedestrian head	2	EA	\$ 196.00 \$ 392.00

ITEM		ESTIMATE	D	UNIT PRICE ITEM TOTAL
NO.	ITEM DESCRIPTION	QUANTITY	_	(IN FIGURES) (IN FIGURES)
	FIC SIGNAL UPGRADE B BEACH BOULEVARD/SA	N ANTONIC	DRIVE -	CARSON STREET (cont.)
248.	Furnish and install no. 5 Pull box	3	EA	\$ 699.00 \$ 2,697.00
249.	Furnish and install no. 6 Pull box (24 inches deep)	11	EA	\$ 1,393.00 \$ 15,723 00
250.	Furnish and Install 12" 3-section vehicle head with framework	9	EA	<u>\$ 6ଟିମ୍ୟ \$ ପ୍ରିଟମ୍ୟ</u>
251.	Furnish and Install 12" 5-section stacked vehicle head	2	EA	\$ 1,230.00 \$ 2,460.00
252.	Furnish and Install lumina	aire 3	EA	\$ 37600 \$ 1,12800
253.	Furnish and Install pedestrian signal head	5	EA	\$ 603 % \$ 3,05.00
254.	Furnish and Install pedestrian pushbuttons	5	EA	\$ 227.00 \$ 1,135.00
255.	Furnish and Install Type E loop detectors	24	EA	\$ 497 00 \$ 11,900000
	Furnish and install traffic Signal and lighting cables And conductors	1	LS	\$ 7,036.00 \$ 7,036.00
	Furnish and Install mast-arm street name sig	6 n	EA	\$ 1,069.00 \$ 6,414.00
	Remove and salvage exist 332 cabinet and foundation	-	EA	\$ 886 00 \$ 1,776,00
	Remove and salvage existi service cabinet and founda	_	EA	\$ 698.00 \$ 1,396.00

ITEM NO.		STIMATED QUANTITY	UNIT	UNIT PRICE ITEM TOTAL (IN FIGURES) (IN FIGURES)
	FFIC SIGNAL UPGRADE G BEACH BOULEVARD/SAN	ANTONIO	DRIVE -	CARSON STREET (cont.)
260.	Relocate existing controlle Cabinet equipment	er 1	LS	\$1,522.00 \$ 1,522.00
261.	Furnish and install spread Spectrum radio equipment complete		LS	\$ 5,403 to \$ 5,403 oo
262.	Install thermoplastic Pavement markings	130	SF	\$ 11.00 \$ 1,430 00
263.	Furnish and install sign(s) And post	1	EA	\$ 306, w \$ 306, w
264.	Furnish and install sign	4	EA	\$ 120.00 \$ 720.00
265.	Relocate sign	8	EA	\$ 66.00 \$ 688.00
266.	Maintain existing traffic Signal system	1	EA	\$ 1,52200 \$ 1,522.00
	FIC SIGNAL UPGRADE B BEACH BOULEVARD/ROO	SEVELT R	OAD	
267.	Construct foundation for type 332 controller cabi	1 net	EA	\$ 2,146.00 \$ 2,146.00
268.	Construct foundation and Furnish and install type IIIB Electrical service Cabinet	1 8 F	EA	\$ 4,018 00 \$ 4,018.00
269.	Furnish and install type 1A standard and construct foundation	3	EA	\$ 1,520 × \$ 4,560. ×
270.	Furnish and install type 19 standard with mast arms and construct foundation	3	EA	\$ 1940 a \$ 23,820 a

ITEM NO.		ESTIMAT QUANTIT		UNIT PRICE ITEM TOTAL (IN FIGURES)
TRAFFIC SIGNAL UPGRADE LONG BEACH BOULEVARD/ROOSEVELT ROAD (cont.)				
271.	Furnish and install 3" Conduit	400	LF	\$ (05.30 \$ 24,120.00
272.	Furnish and install 2" Conduit	500	LF	\$ 53.70 \$ 24.850
273.	Remove and reinstall 332 controller cabinet assemble and auxiliary equipment	oly 1	LS	\$ 4,066.00 \$ 4,066.00
274.	Furnish and Install Auxiliary controller Cabinet equipment	1	LS	\$ 2,101.00 \$ 2,101.00
275.	Remove and salvage exist large pole and foundation	ting 2	EA	\$ 1.454.00 \$ 2908 04
276.	Remove and salvage exist small pole and foundation	•	EA	\$ 1,155 000 \$ 2,310.00
277.	Remove existing 332 cabinet foundation	1	LS	\$ 851.00 \$ 857.00
278.	Furnish and install no. 5 Pull box	2	EA	\$ 849.00 \$ 1,798. Se
279.	Furnish and install no. 6 Pull box (24 inches deep)	4	EA	\$ 1,393.00 \$ 5,572.00
	Furnish and Install 12" 3-section vehicle head with framework	8	EA	\$ 889.00 \$ 7,112 00
	Furnish and Install 12" 3-section vehicle head (MA	3 AS)	EA	\$ 780.00 \$ 2,340.00

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE ITEM TOTAL (IN FIGURES) (IN FIGURES)
	FFIC SIGNAL UPGRADE G BEACH BOULEVARD/ROO	OSEVELT RO	OAD (co	nt.)
282.	Furnish and Install pedestrian signal head	8	EA	\$ 60300 \$ 4,624.00
283.	Furnish and Install pedestrian pushbuttons	8	EA	\$ 227.00 \$ 1,816.00
284.	Furnish and Install Type E loop detectors	12	EA	\$ 492.00 \$ 5904.00
285.	Furnish and install traffic Signal and lighting cables And conductors	1	LS	\$ 7,036,00 \$ 7,036.00
286.	Furnish and Install mast-arm street name sign	2	EA	\$ 4069.00 \$ 2,138.00
287.	Furnish and Install lumina	ire 3	EA	\$ 376.00 \$ 1,126.00
288.	Relocate photoelectric Control	1	LS	\$ 380.00 \$ 380.00
289.	Relocate emergency vehic Pre-emption equipment	le 1	LS	\$ 4,924.00 \$ 4,934.00
290.	Furnish temporary traffic signal controller cabinet assembly	1	LS	\$ 10,387.00 \$ 10,387.00
291.	Furnish and install EVPE Equipment complete	1	LS	\$ 14.316.00 \$ 14.316.00
292.	Relocate existing street Light pull box	1	EA	\$ 2290.00 \$ 2,290.00
293.	Furnish and install spread Spectrum radio equipment Complete	1	LS	\$ 5,403 ac \$ 5,403 ac

ITEM		ESTIMATED	11211	UNIT PRICE ITEM TOTAL
NO.	ITEM DESCRIPTION	QUANTITY	UNIT	(IN FIGURES) (IN FIGURES)
	FFIC SIGNAL UPGRADE G BEACH BOULEVARD/RO	OSEVELT RO	OAD (cor	nt.)
294.	Install thermoplastic Pavement markings	175	SF	\$ 10,00 \$ 1,75t.00
295.	Remove existing Pavement markings	50	SF	\$ 15.00 \$ 750.00
296.	Relocate sign	4	EA	\$ Ble oc \$ 344.00
297.	Maintain existing traffic Signal system	1	EA	\$ 1572 00 \$ 1,572.00
	FIC SIGNAL UPGRADE BEACH BOULEVARD/BIX	BY ROAD		
298.	Construct foundation and Furnish and install type 3 Cabinet assembly with Auxiliary equipment		EA	\$ 13,851.00
299.	Construct foundation and Furnish and install type III Electrical service Cabinet	IBF	EA	\$ 4,01800 \$ 4,01800
300.	Remove and salvage exist large pole and foundation	_	EA	\$ 1,454.00 \$ 6,724.00
301.	Remove and salvage exist small pole and foundation	_	EA	\$ 1,155.00 \$ 2,310 00
302.	Furnish and install type 1/ standard and construct foundation	A 2	EA	\$ 1,520 to \$ 3,040 to
303.	Furnish and install type 15 standard with mast arms and construct foundation	5 2	EA	\$3617.00 \$ 7,234.00

ITEM NO.		ESTIMATED QUANTITY	UNIT	UNIT PRICE ITEM TOTAL (IN FIGURES)
	FFIC SIGNAL UPGRADE	QUALITY I	07411	(MTTOOKES) (MTTOOKES)
-	G BEACH BOULEVARD/BIX	BY ROAD (c	ont.)	
304.	Furnish and install type 1 standard with mast arms and construct foundation	7 2	EA	\$ 7,086. "\$ 14,172. "
305.	Furnish and install type 19 standard with mast arms and construct foundation	9 3	EA	\$ 7,940.°° \$ 23,820.°°
306.	Furnish and install 3" Conduit	450	LF	\$ 66.80 \$ 30,060.00
307.	Furnish and install 2" Conduit	500	LF	\$ 52.9° \$ 26,450.°°
308.	Furnish and install no. 5 Pull box	2	EA	\$ 899.00 \$ 1,798.00
309.	Furnish and install no. 6 Pull box (24 inches deep)	6	EA	\$ 1,393.°° \$ 8,358.°°
310.	Furnish and Install 12" 3-section vehicle head with framework	8	EA	\$ 889.°° \$ 7,112.°°
311.	Furnish and Install 12" 3-section vehicle head (MA	4 AS)	EA	\$ 780.°° \$ 3,120.°°
312.	Furnish and Install pedestrian signal head	8	EA	\$ 603.°° \$ 4,824.°°
313.	Furnish and Install pedestrian pushbuttons	8	EA	\$ 227.00 \$ 1,816.00
314.	Furnish and Install Type E loop detectors	12	EA	\$ 492.00 \$ 5,904.00
315.	Furnish and install traffic Signal and lighting cables And conductors	1	LS	\$ 7,036.00

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE ITEM TOTAL (IN FIGURES)
	FIC SIGNAL UPGRADE BEACH BOULEVARD/BIX	BY ROAD (c	ont.)	
316.	Furnish and Install mast-arm street name sig	4 n	EA	\$ 1,069.00 \$ 4,276.00
317.	Furnish and Install lumina	aire 6	EA	\$ 376.°° \$ 2,256.°°
318.	Relocate photoelectric Control	1	LS	\$ 380.00
319.	Furnish and install EVPE Equipment complete	1	LS	\$ 12,715.00
320.	Furnish and Install Auxiliary controller Cabinet equipment	1	LS	\$ 2,056.00
321.	Remove and salvage exist 332 cabinet and foundation	_	EA	\$ 888.°° \$ 888.°°
322.	Maintain existing traffic signal system	5	EA	\$ 1,522.°°\$ 7,610.°°
323.	Furnish and install spread Spectrum radio equipmen Complete		LS	\$ 6,164.00
324.	Install thermoplastic Pavement markings	410	SF	\$ 8.°° \$ 3,280.°°
325.	Remove existing Pavement markings	100	SF	\$ 15.°° \$ 1,500.°°
326.	Relocate sign	6	EA	\$ 86.00 \$ 516.00

ITEM		ESTIMATED	LINIT	UNIT PRICE ITEM TOTAL
NO.	ITEM DESCRIPTION	QUANTITY	UNIT	(IN FIGURES) (IN FIGURES)
	FFIC SIGNAL UPGRADE G BEACH BOULEVARD/36 th	STREET		
327.	Construct foundation and Furnish and install type 33 Cabinet assembly with Auxiliary equipment	1 32	EA	\$ 13,85/. °° \$ 13,85/. °°
328.	Construct foundation and Furnish and install type III Electrical service Cabinet	1 BF	EA	\$ 4,018.°° \$ 4,018.°°
329.	Remove and salvage exist large pole and foundation	ing 6	EA	\$ 1,454.00 \$ 8,724.00
330.	Remove and salvage exist small pole and foundation	ing 3	EA	\$ 1,155.°° \$ 3,465.°°
331.	Furnish and install type 1A standard and construct foundation	3	EA	\$ 1,520.°° \$ 4,560.°°
332.	Furnish and install type 15 standard with mast arms and construct foundation	2	EA	\$ 3,6/7.°° \$ 7,234.°°
333.	Furnish and install type 17 standard with mast arms and construct foundation	1	EA	\$ 11,602.00
334.	Furnish and install type 19 standard with mast arms and construct foundation	3	EA	\$ 7,940.0° \$ 23,820.00
335.	Furnish and install 3" Conduit	550	LF	\$ 61. ⁷⁰ \$ 33, 935. °°
336.	Furnish and install 2" Conduit	600	LF	\$ 52.00 \$ 31,200.00
337.	Furnish and install no. 5 Pull box	3	EA	\$ 899.°° \$ 2,697.0°

ITEM		ESTIMATED		UNIT PRICE ITEM TOTAL
NO.	ITEM DESCRIPTION	QUANTITY	UNIT	(IN FIGURES) (IN FIGURES)
	FFIC SIGNAL UPGRADE G BEACH BOULEVARD/36 ^{tt}	STREET (co	ont.)	
338.	Furnish and install no. 6 Pull box (24 inches deep)	7	EA	\$ 31300 \$ 9,751.00
339.	Furnish and Install 12" 3-section vehicle head with framework	9	EA	\$ 899.00 \$ 8,001.00
340.	Furnish and Install 12" 3-section vehicle head (M.	4 AS)	EA	\$ 780 a \$ 3,120.00
341.	Furnish and Install pedestrian signal head	8	EA	\$ 608 00 \$ 4,824.00
342.	Furnish and Install pedestrian pushbuttons	8	EA	\$ 227.00 \$ 1,816.00
343.	Furnish and Install Type E loop detectors	12	EA	\$ 492.00 \$ 5,964.00
344.	Furnish and install traffic Signal and lighting cables And conductors	1	LS	\$ 7,036.00 \$ 7,036.00
345.	Furnish and Install mast-arm street name sign	4	EA	\$ 1,064.00 \$ 9,276.00
346.	Furnish and Install lumina	ire 6	EA	\$ 3716 " \$ 2,256.00
347.	Relocate photoelectric Control	1	LS	\$ 360 °C \$ 360 °C
348.	Furnish and install EVPE Equipment complete	1	LS	\$ 11, 8 38.00 \$ 11, 838 w
349.	Remove existing street Light pole and foundation Complete	1	EA	\$ 1,454.00 \$ 1,454.00
350.	Relocate street light pull b	ox 1	EA	\$ <u>2269 = \$ 2289 = 0</u>

ITEM NO.	ITEM DESCRIPTION	ESTIMA	TED TY UNIT	UNIT PRICE ITEM TOTAL (IN FIGURES)
TRAF	FFIC SIGNAL UPGRADE G BEACH BOULEVARD/36 th			(IN FIGURES)
351.	Furnish temporary traffic signal controller cabinet assembly	1	LS	\$ 10,387° \$ 19367.00
352.	Remove and salvage exis 332 cabinet and foundation	_	LS	\$ 688.0 \$ 688.0
353.	Furnish and install spread Spectrum radio equipmen Complete		LS	\$ 6169.00\$ 6,169.00
354.	Install thermoplastic Pavement markings	260	SF	\$ 8,00 \$ 7,080.00
355.	Relocate sign	6	EA	\$ 96,00 \$ 576.00
356.	Maintain existing traffic signal system	5	EA	\$ 152200 \$ 7610.00
	FIC SIGNAL UPGRADE BEACH BOULEVARD/COI	_UMBIA \$	STREET	<i></i>
357.	Construct foundation and Furnish and install type 33 Cabinet assembly with Auxiliary equipment	1 32	EA	\$ 13,670° \$ 13,670.00
358.	Furnish and install 2" Conduit	120	LF	\$ 74,000 \$ 8,880,00
359.	Furnish and install no. 5 Pull box	4	EA	\$ 699.00 \$ 3,596.00
360.	Furnish and install traffic Signal and lighting cables And conductors	1	LS	\$ 7,036-00 \$ 7,036 00
361.	Furnish and Install Type E loop detectors	7	EA	\$ 492.00 \$ 3,444.00

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY		UNIT PRICE	ITEM TOTAL) (IN FIGURES)
	FFIC SIGNAL UPGRADE G BEACH BOULEVARD/CO	OLUMBIA STI	REET (cor	nt.)	
362.	Remove and salvage exi	_	LS	\$ <u>\&&&\u_</u>	_\$_ <i>&88 **</i>
363.	Furnish temporary traffic signal controller cabinet assembly		LS	\$ 10,387 H	\$ 15,387.00
364.	Furnish and Install mast-arm street name sig	2 gn	EA	\$ 677 ce	\$ 1354 00
365.	Maintain existing traffic signal system	5	EA	\$ 1.522 cm	\$ 7,610 00
TRAF	FIC SIGNAL INTERCONNE	ECT SYSTEM			
366.	Furnish and install 3" Conduit	5,830	LF	\$ 66.00	<u>\$ 384, 760 08</u>
367.	Furnish and install no. 6 Pull box (24 inches deep)	19)	EA	\$ 1,804.00	\$ 34,276.00
368.	Furnish and install 12-pr. No. 19 interconnect cable	•	LF	\$ 2.25	\$ 19,755.00
CONC	CRETE REMOVAL AND RE	PLACEMENT	-		
369.	PCC Removal	2,118	SF	\$ <u>3.50</u>	\$ 7,413.50
370.	PCC Replacement	2,118	SF	\$ 1300	\$ 27,534.00

Exhibit "B"

WORKERS' COMPENSATION CERTIFICATION

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

Contractor's Name:				
	erno, Inc			
Signature of Contractor, or a corporate officer of Contractor, or a general partner				
of Contr	actor			
Title: /	Timithy J. Erno, President			
Date:	3-9-06			

Exhibit "C"

INFORMATION TO COMPLY WITH LABOR CODE SEC. 2810

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

Workers' Compensation Insurance:	
A. Policy Number: Wc298849305	
B. Name of Insurer (NOT Broker): ZURICH - AMERICAN INS. Co.	_
C. Address of Insurer: 5445 DTC Parkway Suite 1200	
D. Telephone Number of Insurer: Steinwood Village Coson (303) 224-4076	_
For vehicles owned by Contractor and used in performing work under this Contract:	
A. VIN (Vehicle Identification Number:	
B. Automobile Liability Insurance Policy Number: BAP29884905	
C. Name of Insurer (NOT Broker): ZURICH- AMERICAL INS. CO.	
D. Address of Insurer: Same 95 above	
E. Telephone Number of Insurer: <u>Sameas above</u>	
Address of property used to house workers on this Contract, if any:	
~/#	_
Estimated total number of workers to be employed on this Contract:	
Estimated total wages to be paid those workers: \$500,000	
Dates (or schedule) when those wages will be paid: 05.01.0 to Neekl	<u>.</u> >
(Describe schedule: For example, weekly or every other week or monthly)	
Estimated total number of independent contractors to be used on this Contract: (Attach a list of contractor's license numbers with the names, if known)	
Taxpayer's Identification Number:	
	A. Policy Number: Wc 298049305 B. Name of Insurer (NOT Broker): ZURICH - AMERICAN INS. Co. C. Address of Insurer: 5445 DTC. Parkury Suite 1300 D. Telephone Number of Insurer: Streen wood Victory For Sol. (303) 224 - 4076 For vehicles owned by Contractor and used in performing work under this Contract: A. VIN (Vehicle Identification Number: B. Automobile Liability Insurance Policy Number: BAP296849D5 C. Name of Insurer (NOT Broker): ZURICH- AMERICAN INS. CD. D. Address of Insurer: Same 95 above E. Telephone Number of Insurer: Same 95 above Address of property used to house workers on this Contract, if any: NA Estimated total number of workers to be employed on this Contract: /D Estimated total wages to be paid those workers: \$500,000 (Describe schedule: For example, weekly or every other week or monthly) Estimated total number of independent contractors to be used on this Contract: 3 (Attach a list of contractor's license numbers with the names, if known)

Exhibit "D"

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 ½ 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 Change County Staiping Scaune	Striping of Signings				
Address 18310 Pixley St	Dollar Amount of Contract \$ 23,345				
City Only CA CORE	DBE / MBE / WBE / Racial Origin				
Phone No. 714 639 4550	(circle one) License No. 346095				
Name California Boring	Directional Bridge				
Address The K. Gulshoff St	Dollar Amount of Contract \$ 122 386				
City 10 3 May 19 A 2866	DBE / MBE / WBE / Racial Origin				
Phone No. 714 456 9650	(circle one) License No. <u>૯૬૧૮૦૯</u>				
Name Loop Master Inc					
Address 4740 C Bayson St	Dollar Amount of Contract \$				
City Australia (4 4260)	DBE / MBE / WBE / Racial Origin				
Phone No. 714 6304694	(circle one) License No. 755319				
Name					
Address	Dollar Amount of Contract \$				
City	DBE / MBE / WBE / Racial Origin				
Phone No	(circle one) License No				
Name					
Address	Dollar Amount of Contract \$				
City	DBE / MBE / WBE / Racial Origin				
Phone No	(circle one) License No				
Name					
Address	Dollar Amount of Contract \$				
City	DBE / MBE / WBE / Racial Origin				
Phone No.	(circle one) License No.				

^{**} REPRODUCE AND ATTACH ADDITIONAL SHEETS AS NEEDED.

APPENDIX "A"

BOE-400-OP (FRONT) REV 1. (10-01) APPLICATION FOR USE TAX DIRECT PAYMENT PERMIT

Please Type or Print Clearly, Read instructions on reverse before completing this form. SECTION I - BUSINESS INFORMATION ALEGAIST TAX PERSON MAIN NAME OF BUSINESS OR GOVERNMENTAL ENTITY **AUGINESS ACCRESS (SPEE)** CONFLIMER USE TAX ACCOUNT NUM CITY, STATE, & ZIP GOOE If applicant is applying for either a salestuse tex permit or a consumer use tax account in addition to a MAILING ADDRESS (earest activese or po hox il different from business activess) use tax direct payment permit check here NAME UNDER WHICH BUSINESS IS TO BE TRANSACTED IF DIFFERENT THAN ABOVE CITY, STATE, & ZIP CODE 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 & BUSINESS ADDRESS MAILING ADDRESS MAILING ADDRESS 2. BUSINESS ADDRESS ABARDON EZBAIBUB & MAILING ADDRESS MAILING ADDRESS S. BUSINESS ADDRESS B. 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 phy own use langible 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 Pennit. The above statements are hereby cartified to be correct to the knowledge and belief of the undersigned, who is duly authorized to sign this application. SIGNATURE NAME (typed or printed) The state of the s

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

Revenue and Taxation Code Section 7051.3 authorizes the State Board of Equalization to lease 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 lessons when they purchase tangible personal property subject to use tax or make qualified lesses 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 property 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 data 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 antities 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 saller'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 use tax direct payment application, certification statement, and qualifying documentation should be returned to the address shown below. Upon determination that the applicant qualifies, a use tex direct payment permit and 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) 324-2883, or write to the Board of Equalization, Public Information and Administration Section, MIC-44, PO Box 842879, Sacramento, CA 84279-0044.

Use Tax Direct Payment Exemption Certificate

I hereby certify that I hold use tax direct payment permit No.
issued pursuant to California Sales and Use Tax Law Section 7051.3 and that I am authorized to report and pay directly to the State the applicable use tax with respect to the property described herein which I shall purchase from:
(Name of Vendor)
(Address of Vendor)
In the event that I fail to timely report and pay the applicable tax to the State, I understand and agree that in addition to the tax liability, I will be liable for applicable interest and the amount due may be subject to penalties.
Description of property to be purchased:
Purchaser: Date certificate given:
Signature and Title of Purchaser or Authorized Agent:
IMPORTANT NOTICE TO VENDORS
This exemption certificate when timely taken in good faith from a person who holds a use tax direct payment permit relieves a ventor from the requirement to collect and remit USE TAX on sales or leases of tangible personal property (other than leases of motor vehicles subject to the terms of Section 7205.1 of the Sales and Use Tax Law) to the person who issued the certificate. It does NOT relieve a vendor of any SALES TAX obligations Generally, this certificate should be accepted only by out-of-state vendors or by lessors of tangible personal property other than motor vehicle lessors. Sellers can claim a deduction on their sales and use tax returns for any sales made under this certificate.
Vendors must retain a completed copy of this certificate in their files for a period of not less than four years to substantiate the exempt status of sales made under its authority.
This Exemption Certificate has been approved by the California State Board of Equalization.
Approved By: Date:
(Deputy Director, Sales and Use Tax Department)

Questions regarding this form should be directed to 800 400-7115, or write to the Board of Equalization, Audit Evaluation and Planning Section, MIC 40, P.O. Box 942879, Sacramento, Ca 94279-0040.

Bond numbers: F&D #08719799

Liberty #024023035

ICOP #175470

BOND FOR FAITHFUL PERFORMANCE

Premium: \$25,106.00

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 Long Beach Boulevard Traffic Signal Synchronization Project 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 of 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, form 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 9th day of March _, 2006. Fidelity and Deposit Company of Maryland, Liberty Mutual Insurance Company and The Insurance Company of the State of Pennsylvania SURETY, admitted in California 020 QL 01 Jeri Apodaca **Timithy J. Erno.** President Attorney-in-Fact Title: (949) 608-6300 Telephone: Pau1 C. Roberts Title: Chief Financial Office & Asst. Secretary Approved as to sufficiency this ROBERT E. SHAMNON ity Attornev Senior Deputy

NOTE: 1. Execution of this bond must be acknowledged by both PRINCIPAL and SURETY before a Notary Public and a Notary's certificate of acknowledgment must be attached.

A corporation must execute the bond by 2 authorized officers and, if executed by a person not listed in Sec. 313, Calif. Corp. Code, then a certified copy of a resolution of its Board of Directors authorizing execution must be attached.

DFG:dfe 02/10/06(Terno) #05-05723 L:\APPS\CtyLaw32\WPDOCS\D010\P005\00085504.WPD

2.

*Maryland, Liberty Mutual Insurance Company and The Insurance Company of the State of Pennsylvania

**830, Orange, CA 92868; 175 Water Street, New York, NY 10038

State of California	_
County of Orange	_
On March 9, 2006 before me,	G.L. Reza, Notary Public , NAME, TITLE OF OFFICER - E.G., "JANE DOE, NOTARY PUBLIC" ,
personally appeared Jeri Ap	
G. L. REZA COMM. #1395003 NOTARY PUBLIC-CALIFORNIA ORANGE COUNTY My Comm. Exp. Jan. 21, 2007	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. WITNESS my hand and official seal. SIGNATURE OF NOTARY G.L. Reza
	G.L. Reza
	OPTIONAL ————————
Though the data below is not required by law, is could prevent fraudulent reattachment of this form	it may prove valuable to persons relying on the document and
CAPACITY CLAIMED BY SIGNER	DESCRIPTION OF ATTACHED DOCUMENT
CAPACITY CLAIMED BY SIGNER INDIVIDUAL CORPORATE OFFICER	
CAPACITY CLAIMED BY SIGNER INDIVIDUAL CORPORATE OFFICER TITLE(S) PARTNER(S) LIMITED GENERAL ATTORNEY-IN-FACT	DESCRIPTION OF ATTACHED DOCUMENT
CAPACITY CLAIMED BY SIGNER INDIVIDUAL CORPORATE OFFICER TITLE(S) PARTNER(S) LIMITED GENERAL	DESCRIPTION OF ATTACHED DOCUMENT
CAPACITY CLAIMED BY SIGNER INDIVIDUAL CORPORATE OFFICER TITLE(S) PARTNER(S) LIMITED GENERAL ATTORNEY-IN-FACT TRUSTEE(S) GUARDIAN/CONSERVATOR	DESCRIPTION OF ATTACHED DOCUMENT TITLE OR TYPE OF DOCUMENT
CAPACITY CLAIMED BY SIGNER INDIVIDUAL CORPORATE OFFICER TITLE(S) PARTNER(S) LIMITED GENERAL ATTORNEY-IN-FACT TRUSTEE(S) GUARDIAN/CONSERVATOR OTHER: SIGNER IS REPRESENTING:	TITLE OR TYPE OF DOCUMENT NUMBER OF PAGES

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California	
County of Los Angeles	
On March 10, 2006 before	me, Pearl Lovetere, Notary Public Name and Title of Officer (e.g., "Jane Doe, Notary Public")
personally appeared Timi	thy J. Erno Name(s) of Signer(s)
PEARL LOVETERE Commission # 1507356 Notary Public - California Orange County My Comm. Expires Sep 10, 2008	provided 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.
	WITNESS my hand and official seal.
	Signature of Notary Public
	Signature of rotally Fulfic
O	PTIONAL
	aluable to persons relying on the document and could prevent fraudulent nt of this form to another document.
Description of Attached Document	
Title or Type of Document: Faithful Perfo	rmance Bond
Document Date: 3-9-06	Number of Pages:
Signer(s) Other Than Named Above: Paul C	. Roberts & Jeri Apodaca
Capacity(ies) Claimed by Signer	
Signer's Name: <u>Timithy J. Erno</u>	
☐ Individual ☐ Corporate Officer — Title(s): President ☐ Partner — ☐ Limited ☐ General ☐ Attorney-in-Fact ☐ Trustee ☐ Guardian or Conservator ☐ Other:	
Signer is Representing: Terno, Inc.	

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California	
County of San Diego	
On March 14, 2006 before me,	Julie A. Patlan, Notary Public Name and Title of Officer (e.g., "Jane Doe, Notary Public")
personally appeared Paul C. R	, - ,
☑ personally known to me – OR –	provided 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.
JULIE A. PATLAN Commission # 1441764 Notary Public - California San Diego County My Comm. Expires Oct 21, 2007	WITNESS my hand and official seal. (Julie A. Patlan) Signature of Notary Public
——————————————————————————————————————	ONAL
removal and reattachment of t	his form to another document.
Description of Attached Document	
Title or Type of Document:Bond for Faithful	Performance
Document Date: March 9, 2006	Number of Pages:
Signer(s) Other Than Named Above: Timithy J. I	Erno & Jeri Apodaca
Capacity(ies) Claimed by Signer	
Signer's Name: Paul C. Roberts	
☐ Individual ☐ Corporate Officer — Title(s): Chief Financial Officer — Title(s): Chief Financial Officer — ☐ Limited ☐ General ☐ Attorney-in-Fact ☐ Trustee ☐ Guardian or Conservator ☐ Other:	fficer & Assistant Secretary
Signer is Representing: Terno, Inc.	

Bond numbers: F & D #08719799

Liberty #024023035

ICOP #175470

Premium included in charge for Performance bond

LABOR AND MATERIAL BOND

KNOW ALL MEN BY THESE PRESENTS: That we, as PRINCIPAL, and Fidelity and Deposit Company of* located at 801 North Brand Blvd., Penthouse Suite, Glendale, CA 91203; 505 South Main Street, **, a corporation, incorporated under the laws of the State of Maryland; Massachusetts*, ** Amitted as a surety in the State of California, and authorized to transact business in the State of California, as SURETY, are held and firmly bound unto the CITY OF LONG BEACH, a municipal corporation, in the sum of <u>TWO MILLION, EIGHT HUNDRED FIFTEEN THOUSAND FOUR HUNDRED FORTY SIX</u> DOLLARS (\$ <u>2.815,446.00</u>), lawful money of the United States of America, for the payment of which sum, well and truly 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 Long Beach Boulevard Traffic Signal Synchronization Project and 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 for bearances 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 WEEDERS the shove-named Principal and Surety have executed or caused to be executed this instrument with

all of the formalities required by law on this 9t	h day of March , 2006.
	Fidelity and Deposit Company of Maryland,
TERNO, INC	Liberty Mutual Insurance Company and The****
	SURETY, admitted in California
By:	By: Jew Cortala
Name:	Name: Jori Apodada
Title: Timithy J. Erno, President	Title: Attorney-in-Fact
By: Saul Cl	Telephone: (949) 608-6300
Name: Paul C. Roberts	
Title: Chief Financial Office & Asst.	Secretary
Approved as to join this 17th day of 2006.	Approved as to sufficiency this 25 day of
ROBERT E. SHANNON, City Attorney By:	By: M. AMI
Senior Deputy	City Hanger/City Engineer
NOTE: 1 Execution of the bond must be arknowle	deed by both DDINCIDAL and SURETY before a Notary Dublic and a Notaryle

oth PRINCIPAL and SURETY before a Notary Public and a Notary's certificate of acknowledgment must be attached.

2. A componation must execute the bond by 2 authorized officers and, if executed by a person not listed in Sec. 313, Calif. Corp. Code, then a certified copy of a resolution of its Board of Directors authorizing execution must be attached.

DFG:dfe 02/10/06 (Terno) #05-05723 L:\APPS\CtyLaw32\WPDOCS\D010\P005\00085505 WPD

*Maryland, Liberty Mutual Insurance Company and The Insurance Company of the State of Pennsylvania

**Suite 830, Orange, CA 92868; 175 Water Street, New York, NY 10038

***New York

****Insurance Company of the State of Pennsylvania

State of California		-
County of Orange		_
On March 9, 2006	efore me,	G.L. Reza, Notary Public NAME, TITLE OF OFFICER - E.G., "JANE DOE, NOTARY PUBLIC"
personally appeared	Jeri Ap	
G. L. REZA COMM. #1395003 NOTARY PUBLIC - CALIFORNI ORANGE COUNTY My Comm. Exp. Jan. 21, 200	IA MD2	NAME(S) OF SIGNER(S) 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 WITNESS my hand and official seal. WITNESS my hand and official seal.
		OPTIONAL
Though the data below is not required could prevent fraudulent reattachment	d by law, it	
	d by law, it of this form	t may prove valuable to persons relying on the document and
could prevent fraudulent reattachment	d by law, it of this form	t may prove valuable to persons relying on the document and
CAPACITY CLAIMED BY SIGN INDIVIDUAL CORPORATE OFFICER TITLE(S) PARTNER(S) ATTORNEY-IN-FACT	d by law, it of this form	t may prove valuable to persons relying on the document and
CAPACITY CLAIMED BY SIGN INDIVIDUAL CORPORATE OFFICER TITLE(S) PARTNER(S) LIMI GEN	d by law, it of this form	t may prove valuable to persons relying on the document and not. DESCRIPTION OF ATTACHED DOCUMENT TITLE OR TYPE OF DOCUMENT NUMBER OF PAGES
CAPACITY CLAIMED BY SIGN INDIVIDUAL CORPORATE OFFICER PARTNER(S) ATTORNEY-IN-FACT TRUSTEE(S) GUARDIAN/CONSERVATOR	d by law, it of this form	t may prove valuable to persons relying on the document and not. DESCRIPTION OF ATTACHED DOCUMENT TITLE OR TYPE OF DOCUMENT NUMBER OF PAGES

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California	
County of Los Angeles	
On March 10, 2006	before me, Pearl Lovetere, Notary Public Name and Title of Officer (e.g., "Jane Doe, Notary Public")
personally appeared	Timithy J. Erno ,
PEARL LOVETERE Commission # 1507356 Notary Public - California Orange County	Ī
My Comm. Expires Sep 10, 20	WITNESS my hand and official seal.
	Signature of Notary Public
Though the information is not required by law it w	OPTIONAL ay prove valuable to persons relying on the document and could prevent fraudulent
	eattachment of this form to another document.
Description of Attached Document	
Title or Type of Document:Labo	r & Material Bond
Document Date: 3-9-06	Number of Pages:
Signer(s) Other Than Named Above:	Paul C. Roberts & Jeri Apodaca
Capacity(ies) Claimed by Signer	
Signer's Name:Timithy J. Erno	
☐ Individual ☐ Corporate Officer — Title(s): Presider ☐ Partner — ☐ Limited ☐ General ☐ Attorney-in-Fact ☐ Trustee ☐ Guardian or Conservator ☐ Other:	nt
Signer is Representing: Terno, Inc.	

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California	
County of San Diego	
	fore me, Julie A. Patlan, Notary Public Name and Title of Officer (e.g., "Jane Doe, Notary Public") ,
personally appeared	Paul C. Roberts
☑ personally known to me – OR –	Name(s) of Signer(s) provided 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.
JULIE A. PATLAN Commission # 1441764 Notary Public - California San Diego County My Comm. Expires Oct 21, 2007	WITNESS my hand and official seal. (Julie A. Patlan) Signature of Notary Public
	_ OPTIONAL
Though the information is not required by law, it may pi	rove valuable to persons relying on the document and could prevent fraudulent achment of this form to another document.
Description of Attached Document	
Title or Type of Document:Labor an	nd Material Bond
	Number of Pages:
Signer(s) Other Than Named Above:Ti	imithy J. Erno & Jeri Apodaca
Capacity(ies) Claimed by Signer	
Signer's Name: Paul C. Roberts	
	nancial Officer & Assistant Secretary
Signer is Representing: Terno, Inc.	

Power of Attorney FIDELITY AND DEPOSIT COMPANY OF MARYLAND

KNOW ALL MEN BY THESE PRESENTS: That the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a corporation of the State of Maryland, by PAUL C. ROGERS, Vice President, and T. E. SMITH, Assistant Secretary, in pursuance of authority granted by Article VI, Section 2, of the By-Laws of said Company, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, does hereby homeinate, constitute and appoint Jeri APODACA, of Irvine, California, its true and lawful agent and Actionne In-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: any and all bonds and undertakings, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said dempany, as fully and amply, to all intents and purposes, as if they had been duly exactly and acknowledged by the regularly elected officers of the Company at its office in Baltimore, Md., in their own proper persons, Whis power of attorney revokes that issued on behalf of Jeri APODACA, dated Sentember 27, 12001.

The said Assistant Secretary does Repely Earlify that the extract set forth on the reverse side hereof is a true copy of Article VI, Section 2, of the By-Large of said Company, and is now in force.

IN WITNESS WHEREOF, the said Vice-President and Assistant Secretary have hereunto subscribed their names and affixed the Corporate Seal of the said FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 14th day of April, A.D. 2003.

ATTEST:

FIDELITY AND DEPOSIT COMPANY OF MARYLAND



T. E. Smith

Assistant Secretary

By:

Paul C. Rogers

Sardre Ups Moonly

Vice President

State of Maryland ss:

On this 14th day of April, A.D. 2003, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, came PAUL C. ROGERS, Vice President, and T. E. SMITH, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and they each acknowledged the execution of the same, and being by me duly sworn, severally and each for himself deposeth and saith, that they are the said officers of the Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and that the said Corporate Seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

Sandra Lynn Mooney My Commission Expires: January 1, 2004

Notary Public

POA-F 012-5025J

EXTRACT FROM BY-LAWS OF FIDELITY AND DEPOSIT COMPANY OF MARYLAND

"Article VI, Section 2. The Chairman of the Board, or the President, or any Executive Vice-President, or any of the Senior Vice-Presidents or Vice-Presidents specially authorized so to do by the Board of Directors or by the Executive Committee, shall have power, by and with the concurrence of the Secretary or any one of the Assistant Secretaries, to appoint Resident Vice-Presidents, Assistant Vice-Presidents and Attorneys-in-Fact as the business of the Company may require, or to authorize any person or persons to execute on behalf of the Company any bonds, undertaking, recognizances, stipulations, policies, contracts, agreements, deeds, and releases and assignments of judgements, decrees, mortgages and instruments in the nature of mortgages,...and to affix the seal of the Company thereto."

CERTIFICATE

I, the undersigned, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that the Vice-President who executed the said Power of Attorney was one of the additional Vice-Presidents specially authorized by the Board of Directors to appoint any Attorney-in-Fact as provided in Article VI, Section 2, of the By-Laws of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, 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,

2006

Assistant Secretary

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			_
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			Ad Soncher

9th

thic

day of March

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

RHONDA C. ABEL. NANETTE MARIELLA-MYERS, JAMES A. SCHALLER, JANE KEPNER, MICHAEL D. PARIZINO, JERI APODACA, RACHELLE RHEAULT, ROSA E. RIVAS, GRACE REZA, ALL OF THE CITY OF IRVINE, 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 **DOLLARS (\$ 175,000,000.00***** 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 ___12th__ day of __ 2006

LIBERTY MUTUAL INSURANCE COMPANY

Garnet W. Elliott, Assistant Secretary

COMMONWEALTH OF PENNSYLVANIA COUNTY OF MONTGOMERY

COMMONS,

On this 12th day of January , 2006, 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. Phave me

IN TESTIMONY WHEREOF first above written.

letter of credit, bank deposit,

residual

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intere

note, loan,

for mortgage.

Not valid I

COMMONWEALTH OF PENNSYLVANIA Notarial Seal Teresa Pastella, Notary Public mouth Twp., Montgomery Count My Commission Expires Mar. 28, 2009

eunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year

CERTIFICATE

CARY FUE 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 March day of



David M. Carey, Assistant Secretary

The Insurance Company of the State of Pennsylvania

Principal Bond Office: 175 Water Street, New York, N.Y. 10038

POWER OF ATTORNEY

No. 05-B-01111

KNOW ALL MEN BY THESE PRESENTS:

That The Insurance Company of the State of Pennsylvania, a Pennsylvania corporation, does hereby appoint

---James A. Schaller, Jane Kepner, Nanette Mariella-Myers, Rhonda C. Abel, Mike Parizino, Jeri Apodaca, Rachelle Rheault, Rosa E. Rivas, Grace Reza: of Irvine, California---

its true and lawful Attorney(s)-in-Fact, with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business, and to bind the company thereby.

IN WITNESS WHEREOF, The Insurance Company of the State of Pennsylvania has executed these presents



This 12th day of December, 20

Vincent P. Forte, Vice President

STATE OF NEW YORK } COUNTY OF NEW YORK\ss.

On this 12th day of <u>December</u>, 2005 before me came the above named officer of The Insurance Company of the State of Pennsylvania, to me personally known to be the individual and officer described herein, and acknowledged that he executed the foregoing instrument and affixed the seal of said corporation thereto by authority of his office.

ULIANA E. HALLENBECK
NOTARY PUBLIC, STATE OF NEW YORK
No. 01HA6125671
QUALIFIED IN BRONX COUNTY

MY COMMISSION EXPIRES APRIL 18, 2009

CERTIFICATE

Excerpts of Resolution adopted by the Board of Directors of The Insurance Company of the State of Pennsylvania, on May 18, 1976:

"RESOLVED, that the Chairman of the Board, the President, or any Vice President be, and hereby is, authorized to appoint Attorneys-in-Fact to represent and act for and on behalf of the Company to execute bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, and to attach thereto the corporate seal of the Company, in the transaction of its surety business;

"RESOLVED, that the signatures and attestations of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company when so affixed with respect to any bond, undertaking, recognizance or other contract of indemnity or writing obligatory in the nature thereof;

"RESOLVED, that any such Attorney-in-Fact delivering a secretarial certification that the foregoing resolutions still be in effect may insert in such certification the date thereof, said date to be not later than the date of delivery thereof by such Attorney-in-Fact."

I, Elizabeth M. Tuck, Secretary of The Insurance Company of the State of Pennsylvania, do hereby certify that the foregoing excerpts of Resolution adopted by the Board of Directors of this corporation, and the Power of Attorney issued pursuant thereto, are true and correct, and that both the Resolution and the Power of Attorney are in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the facsimile seal of the corporation

his 9th day of March, 2006

Elizabeth M. Tuck, Secretary



City of Long Beach Minority and Women Owned Business Enterprise (MBE/WBE) Program

Α.	If the by the	Bidder is a MBE or WBE, the following work will be performed on this project Bidder's work force which has a dollar value of \$
	MBE	WBE Circle Appropriate Designation Racial Origin:
	Certifi	ed by* Valid thru
B.	** The	following MBEs/WBEs are proposed subcontractors on this project:
	1.	Company Name: LOOP MASTERS, INC.
		Type of Work to be Performed: INSTALL TRAFFIC SENSOR LOSPE
		MBE WBE Circle Appropriate Designation Racial Origin:
		Certified by CATPANS * Valid thru:
		Dollar Value of Participation \$ 61, 420
	2.	Company Name:
		Type of Work to be Performed:
		MBE WBE Circle Appropriate Designation Racial Origin:
		Certified by * Valid thru:
		Dollar Value of Participation \$
	3.	Company Name:
		Type of Work to be Performed:
		MBE WBE Circle Appropriate Designation Racial Origin:
		Certified by * Valid thru:
		Dollar Value of Participation \$
	4.	Company Name:
		Type of Work to be Performed:
		MBE WBE Circle Appropriate Designation Racial Origin:
		Certified by* Valid thru:
		Dollar Value of Participation \$
	5.	Company Name:
	,	Type of materials or supplies to be purchased:
		MBE WBE Circle Appropriate Designation Racial Origin:
		Certified by* Valid thru:
		Dollar Value of Material or Supplies to be Purchased
		s ·

BIDDER'S PRELIMINARY REPORT (cont'd)

	TOTA	L DOLLAR VALUE OF MBE SUBCONTRACTS\$
		L DOLLAR VALUE OF WBE SUBCONTRACTS \$ 61,420.00
* If no		ully certified, write in "NA."
		e and attach additional sheets as needed.
•		
C.	Mater	ials and supplies required for this project are proposed to be purchased from the following
	MBEs	s or WBEs:
		1
	1.	Company Name:
		Type of materials or supplies to be purchased:
		MBE WBE Circle Appropriate Designation Racial Origin:
		Certified by * Valid thru:
		Dollar Value of Material or Supplies to be Purchased \$
	•	Common Monor
	2.	Company Name:
		Type of materials or supplies to be purchased:
		MBE WBE Circle Appropriate Designation Racial Origin:
		Certified by * Valid thru:
		Dollar Value of Material or Supplies to be Purchased \$
	3.	Company Name:
		Type of materials or supplies to be purchased:
		MBE WBE Circle Appropriate Designation Racial Origin:
		Certified by * Valid thru:
		Dollar Value of Material or Supplies to be Purchased \$
	4.	Company Name:
		Type of materials or supplies to be purchased:
		MDE WDE
		MBE WBE Circle Appropriate Designation Racial Origin: * Valid thru
		,
		Dollar Value of Material or Supplies to be Purchased \$

UISPLAT GUITHI TOTOLO.

CALIFORNIA STATE BOARD OF EQUALIZATION

USE TAX DIRECT PAYMENT PERMIT

ACCOUNT NUMBER

DRAFT



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

IS HEREBY AUTHORIZED PURSUANT TO SALES AND USE TAX LAW SECTION 7051 3 TO SELF-ASSESS AND PAY USE TAX DIRECTLY TO THE STATE OF CALFORNIA THIS PERMIT IS NOT A
SELLER PERMIT TO
ENGAGE W SALES OF
ENGIRLE
PERSONAL
PROPERTY

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

BOE-442-OPLZ (1-98)

NOTICE TO INDIVIDUALS REGARDING
INFORMATION FURNISHED TO THE BOARD OF EQUALIZATION

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

Individuals applying for perpets, caruficares, or icenses or filing ax returns, statements, or other forms prescribed by this agency, are required to include their social security numbers for proper identification. [See Tite 42 United States Code Section 405(c)(2)(C)(i)]. It is mandatory to furnish all the appropriate information requisted by applications for refusivations for permits or icenses, tax returns and other related data. Failure to provide all of the required information requisted by an application for a permit or license could esuit in your not being issued a permit or license. In addition, the law provides cenalties for failure to lite a ceturn, failure to furnish specific information required by law or regulations, or for furnishing fraudulent information.

Povisions contained in the following laws, equire persons meebed cerain requirements to file applications for registration, applications for permits or ficenses, and by returns or reports in such form as prescribed by the State Board of Equalization: Alcoholic Beverage Tax, Sections 32001-32556. Childhood Lead Poisoning Prevertion Fee, Sections 43001-4651, Health & Safety Code, Sections 105275-105319; Cigarette and Todacco Products Tax, Sections 3(001-31481; Diesu Fuel Tax, Sections 60001-60709; Emergency Telephone Users Surcharge, Sections 41001-41175; Snergy Resources Surpharge, Sections 40001-40215; Hazardous Substances Tax, Sections 43001-43651; Integrated Waste Management Fee, Sections 45001-45984, International Fuel Tax, Agreement, Sections 9401-9433; Motor Vehicle Fuel License Tax, Sections 7301-8405; Occupational Lead Poisoning Prevention Fee, Sections 43001-4251, Health & Safety Code, Sections 105175-105197; Oil Spill Response, Prevention, and Administration Res., Sections 6001-46751, Government Code, Sections 8670.1-8670.53; Publicly Owned Property, Sections 1840-1841; Sales and Use Tax, Sections 6001-7279.6; State Assessed Property, Sections 721-868, 4876-4880, 5011-5014; Tax on Insurers, Sections 12001-13170; Timber Yield Tax, Sections 38 01-38908; Tire Recycling Fee, Sections 55001-55381, Public Resources Code, Sections 42860-42895; Underground Storage Tank Maintingance Fie, Sections 50101-50161, Health & Safety Code, Sections 25280-25299.96; Use Fuel Tax, Sections 8601-9355.

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

As authorized by law, information requested by an application for a permit or license could be disclosed to other agencies, including, but not limited to, the proper officials of the following: 1) United States governmental agencies: U.S. Attorney's Office; Bureau of Alcohol, Tobacco and Firearms; Depts. of Agriculture, Defense, Justice; Federal Bureau of Investigation; General Accounting Office; Internal Revenue Service; the Interstate Commerce Commission; 2) State of California governmental agencies and officials: Air Resources Board; Dept. of Alcoholic Beverage Control; Auctioneer Commission; Employment Development Department; Energy Commission; Exposition and Fairs; Food & Agriculture; Board of Forestry; Forest Products Commission; Franchise Tax Board; Dept. of Health Services; Highway Patrol; Dept. of Housing & Community Development; California Parent Locator Service; 3) State agencies outside of California for tax enforcement purposes; and 4) city attorneys and city prosecutors; county district attorneys, sheriff departments.

As an individual, you have the right to access personal information about you in records maintained by the State Board of Equalization. Please contact your local Board office listed in the white pages of your telephone directory for assistance. If the local Board office is unable to provide the information sought, you may also contact the Disclosure Office in Sacramento by telephone at (916) 445-2918. The Board officials responsible for maintaining this information, who can be contacted by telephone at (916) 445-6464, are: Sales and Use Tax, Deputy Director, Sales and Use Tax Department, 450 N Street, MIC:43, Sacramento, CA 95814; Excise Taxes, Fuel Taxes and Environmental Fees, Deputy Director, Special Taxes Department, 450 N Street, MIC:43, Sacramento, CA 95814; Excise Taxes, Fuel Taxes and Environmental Fees, Deputy Director, Special Taxes Department, 450 N Street, MIC:43, Sacramento, CA 95814; Excise Taxes, Fuel Taxes and Environmental Fees, Deputy Director, Special Taxes Department, 450 N Street, MIC:43, Sacramento, CA 95814; Excise Taxes, Fuel Taxes and Environmental Fees, Deputy Director, Special Taxes Department, 450 N Street, MIC:43, Sacramento, CA 95814; Excise Taxes, Fuel Taxes and Environmental Fees, Department, 450 N Street, MIC:43, Sacramento, CA 95814; Excise Taxes, Fuel Taxes and Environmental Fees, Department, 450 N Street, MIC:43, Sacramento, CA 95814; Excise Taxes, Fuel Taxes and Environmental Fees, Department, 450 N Street, MIC:43, Sacramento, CA 95814; Excise Taxes, Fuel Taxes and Environmental Fees, Department, 450 N Street, MIC:43, Sacramento, CA 95814; Excise Taxes, Fuel Taxes and Environmental Fees, Department, 450 N Street, MIC:43, Sacramento, CA 95814; Excise Taxes, Fuel Taxes,

NOTICE TO INDIVIDUALS REGARDING INFORMATION FURNISHED TO THE BOARD OF EQUALIZATION

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

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

Provisions contained in the following laws require persons meeting certain requirements to file applications for registration, applications for permits or licenses, and tax returns or reports in such form as prescribed by the State Board of Equalization: Alcoholic Beverage Tax, Sections 32001-32556; Childhood Lead Poisoning Prevention Fee, Sections 43001-43651, Health & Safety Code, Sections 105275-105310; Cigarette and Tobacco Products Tax, Sections 30001-30481; Diesel Fuel Tax, Sections 60001-60709; Emergency Telephone Users Surcharge, Sections 41001-41176; Energy Resources Surcharge, Sections 40001-40216; Hazardous Substances Tax, Sections 43001-43651; Integrated Waste Management Fee, Sections 45001-45984; International Fuel Tax Agreement, Sections 9401-9433; Motor Vehicle Fuel License Tax, Sections 7301-8405; Occupational Lead Poisoning Prevention Fee, Sections 43001-43651, Health & Safety Code, Sections 105175-105197; Oil Spill Response, Prevention, and Administration Fees, Sections 46001-46751, Government Code, Sections 8670.1-8670.53; Publicly Owned Property, Sections 1840-1841; Sales and Use Tax, Sections 6001-7279.6; State Assessed Property, Sections 721-868, 4876-4880, 5011-5014; Tax on Insurers, Sections 12001-13170; Timber Yield Tax, Sections 38101-38908; Tire Recycling Fee, Sections 55001-55381, Public Resources Code, Sections 42860-42895; Underground Storage Tank Maintenance Fee, Sections 50101-50161, Health & Safety Code, Sections 25280-25299.96; Use Fuel Tax, Sections 8601-9355.

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

As authorized by law, information requested by an application for a permit or license could be disclosed to other agencies, including, but not limited to, the proper officials of the following: 1) United States governmental agencies: U.S. Attorney's Office; Bureau of Alcohol, Tobacco and Firearms; Depts. of Agriculture, Defense, Justice: Federal Bureau of Investigation; General Accounting Office; Internal Revenue Service; the Interstate Commerce Commission; 2) State of California governmental agencies and officials: Air Resources Board; Dept. of Alcoholic Beverage Control; Auctioneer Commission; Employment Development Department; Energy Commission; Exposition and Fairs; Food & Agriculture; Board of Forestry; Forest Products Commission; Franchise Tax Board; Dept. of Health Services; Highway Patrol; Dept. of Housing & Community Development; California Parent Locator Service; 3) State agencies outside of California for tax enforcement purposes; and 4) city attorneys and city prosecutors; county district attorneys, sheriff departments.

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^{&#}x27;All references are to the California Revenue and Taxation Code unless otherwise indicated.