

CONTRACT

33423

THIS CONTRACT is made and entered, in duplicate, as of May 7, 2014 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 May 6, 2014, by and between ARB, INC., a California corporation ("Contractor"), whose address is 26000 Commercentre Drive, Lake Forest, California 92630, and the CITY OF LONG BEACH, a municipal corporation ("City").

WHEREAS, pursuant to a "Notice Inviting Bids for the Construction of 2014 Gas Main and Service Lines Replacement for Long Beach Gas and Oil in the City of Long Beach, California," dated March 5, 2014, and published by City, bids were received, publicly opened and declared on the date specified in said Notice; and

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

WHEREAS, the City Council authorized the City Manager to enter a contract with Contractor for the work described in Plans and Specifications No. G-320;

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

1. SCOPE OF WORK. Contractor shall furnish all necessary labor, supervision, tools, materials, supplies, appliances, equipment and transportation for the work described in "Plans and Specifications No. G-320 for the Construction of 2014 Gas Main and Service Lines Replacement for Long Beach Gas and Oil in the City of Long Beach, California," said work to be performed according to the Contract Documents identified below. However, this Contract is intended to provide to City complete and finished work and, to that end, Contractor shall do everything necessary to complete the work, whether or not specifically described in the Contract Documents.

2. PRICE AND PAYMENT.

A. City shall pay to Contractor the amount(s) for materials and work identified in Contractor's "Bid for the Construction of 2014 Gas Main and

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

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

6 3. CONTRACT DOCUMENTS.

7 A. The Contract Documents include: The Notice Inviting Bids,
8 Project Specifications No. G-320 (which may include by reference the Standard
9 Specifications for Public Works Construction, latest edition, and any supplements
10 thereto, collectively the "Standard Specifications"); the City of Long Beach
11 Standard Plans; the California Code of Regulations; the various Uniform Codes
12 applicable to trades; the prevailing wage rates; Instructions to Bidders; the Bid; the
13 bid security; the City of Long Beach Disadvantaged, Minority and Women-Owned
14 Business Enterprise Program; this Contract and all documents attached hereto or
15 referenced herein including but not limited to insurance; Bond for Faithful
16 Performance; Payment Bond; Notice to Proceed; Notice of Completion; any
17 addenda or change orders issued in accordance with the Standard Specifications;
18 any permits required and issued for the work; approved final design drawings and
19 documents; and the Information Sheet. These Contract Documents are
20 incorporated herein by the above reference and form a part of this Contract.

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

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

3 4. TIME FOR CONTRACT. Contractor shall commence work on a date
4 to be specified in a written "Notice to Proceed" from City for each Project or portion
5 thereof. Each "Notice to Proceed" shall contain a Project Start Date. Contractor and City
6 shall mutually agree to the Project Completion Date in writing within ten (10) days
7 following the issuance of the "Notice to Proceed." All work identified in Specifications No.
8 G-320 shall be completed prior to December 1, 2014, subject to strikes, lockouts and
9 events beyond the control of Contractor. Time is of the essence hereunder. City will
10 suffer damage if the work is not completed within the time stated, but those damages
11 would be difficult or impractical to determine. So, Contractor shall pay to City, as
12 liquidated damages, the amount stated in the Contract Documents.

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

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

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

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

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

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

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

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

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

23 12. COORDINATION WITH GOVERNMENTAL REGULATIONS.

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

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

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

11 13. NOTICES.

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

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

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

28 15. COVENANT AGAINST ASSIGNMENT. Neither this Contract nor

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

6 16. CERTIFIED PAYROLL RECORDS.

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

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

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

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

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

12 19. TAXES AND TAX REPORTING.

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

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

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

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

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

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

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

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

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

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

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

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

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

1 Documents.

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

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

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

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

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

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

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

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

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

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

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

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

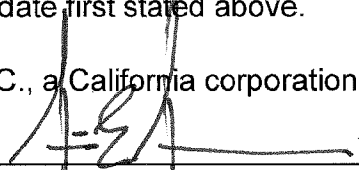
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OFFICE OF THE CITY ATTORNEY
CHARLES PARKIN, City Attorney
333 West Ocean Boulevard, 11th Floor
Long Beach, CA 90802-4664

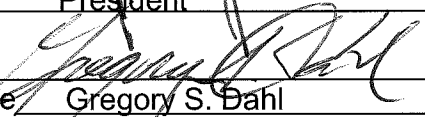
1 IN WITNESS WHEREOF, the parties have caused this document to be duly
2 executed with all formalities required by law as of the date first stated above.

3 ARB, INC., a California corporation

4 April 8, 2014

By 
Name Scott E. Summers
Title President

6 April 8, 2014

By 
Name Gregory S. Dahl
Title Vice President

9 "Contractor"

10 CITY OF LONG BEACH, a municipal
11 corporation

5.13

12, 2014

By  Assistant City Manager
City Manager

14 "City"

EXECUTED PURSUANT
TO SECTION 301 OF
THE CITY CHARTER.

15 This Contract is approved as to form on May 7,
16 2014.

17 CHARLES PARKIN, City Attorney

By  Deputy

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California)
)SS.
County of Orange)

On April 8, 2014 before me, Paula Shimmin, Notary Public,
Date Name and Title of Officer

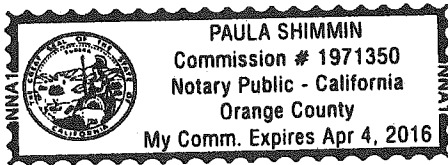
personally appeared Scott E. Summers,
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

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

WITNESS my hand and official seal.

Paula Shimmin
Signature of Notary Public



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California)
)SS.
County of Orange)

On April 8, 2014 before me, Paula Shimmin, Notary Public,
Date Name and Title of Officer

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

who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

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

WITNESS my hand and official seal.

Paula Shimmin
Signature of Notary Public

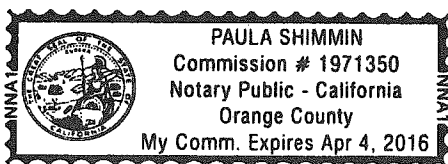


EXHIBIT “A”

Contractor’s Bid

BID

**FOR THE CONSTRUCTION OF 2014
GAS MAIN AND SERVICE LINES REPLACEMENT
FOR LONG BEACH GAS AND OIL
LONG BEACH, CALIFORNIA**

In accordance with the Notice Inviting Bids for the above titled work for the City of Long Beach, California, a copy of which is attached hereto and is made a part hereof, to be opened on March 5, 2014 at 10 a.m. we propose to furnish all necessary labor, tools, appliances, equipment and engineering services for and perform all work mentioned in said Notice Inviting Bids, in full compliance with the Plans and Specification No. G-320 at the following price:

Work Order	Description	Unit	Bid Amount
140001	Install Mains in Area Around 8 th St from Junipero and Orizaba Ave	LS	\$ 216,434.00
140029	Install Services in Area Around 8 th St from Junipero and Orizaba Ave	LS	\$ 104,712.00
140002	Install Mains in Area Around Eucalyptus Ave & Hill St.	LS	\$ 215,542.00
140022	Install Services in Area Around Eucalyptus Ave & Hill St.	LS	\$ 156,536.00
140003	Install Mains in Area Around Country Club Ln & San Antonio Ave	LS	\$ 153,714.00
140023	Install Services in Area Around Country Club Ln & San Antonio Ave	LS	\$ 77,043.00
140004	Install Mains in Area Around Willow to Atherton, Lakewood to Clark	LS	\$ 887,629.00
140024	Install Services in Area Around Willow to Atherton, Lakewood to Clark	LS	\$ 627,407.00
140005	Install Mains in Area Around Island Village	LS	\$ 289,863.00
140025	Install Services in Area Around Island Village	LS	\$ 266,457.00
140006	Install Mains in Area Around 64 th St & Poinsettia St	LS	\$ 458,933.00
140026	Install Services in Area Around 64 th St & Poinsettia St	LS	\$ 452,477.00
140007	Install Mains in Area Around Brayton St & Hungerford Ave.	LS	\$ 346,902.00
140027	Install Services in Area Around Brayton St & Hungerford Ave.	LS	\$ 266,243.00
140008	Install Mains in Area Around 33 nd St & Santa Fe Ave.	LS	\$ 82,020.00
140028	Install Services in Area Around 33 nd St & Santa Fe Ave.	LS	\$ 61,534.00
TOTAL			\$ 4,663,446.00

VENDOR CONTACT INFORMATION

Name of a person that will be the City's contact for order placement, order problems or special needs, etc (must have a person's name). Please print legibly.

Contact Name: Gregory S. Dahl

Direct Phone: (949) 454-7153 Cell Phone: (949) 422-8532

Email: gdahl@arbinc.com Fax: (949) 595-5526

PROJECT COST ANALYSIS

The following unit prices will not be considered in determining the lowest responsible bidder but will be utilized for the sole purpose of making adjustments in the project cost caused by the change in scope of work necessitated by unforeseen circumstances which arise during the course of construction but the unit prices shall justify the total bid amount.

	ITEM	UNIT	UNIT PRICE	QTY	TOTAL AMOUNT
1	Installation of 2" PE pipe & fittings including trenching and backfill and pavement	LF	\$ 45.40	37,025	\$ 1,680,935.00
2	Installation of 4" PE pipe & fittings including trenching and backfill and pavement	LF	\$ 52.00	15,941	\$ 828,932.00
3	Installation of 6" PE pipe & fittings including trenching and backfill and pavement	LF	\$ 72.50	1,990	\$ 144,275.00
4	Installation of 4" STL pipe & fittings including trenching and backfill and pavement	LF	\$ 174.00	136	\$ 23,664.00
5	Installation of 3" STL pipe & fittings including trenching and backfill and pavement	LF	\$ 164.00	312	\$ 51,168.00
6	Installation of 2" STL pipe & fittings including trenching and backfill and pavement	LF	\$ 154.00	165	\$ 25,410.00
7	Installation of 3/4" service including riser assembly, trenching and backfill and pavement.	Each	\$ 1,331.00	695	\$ 925,045.00
8	Installation of 1" service including riser assembly, trenching and backfill. and pavement	Each	\$ 1,381.00	243	\$ 335,583.00
9	Installation of 1 1/4" service including riser assembly, trenching and backfill. and pavement	Each	\$ 1,431.00	266	\$ 380,646.00
10	Tie over 3/4" service including EFV and riser assembly	Each	\$ 1,165.00	143	\$ 166,595.00
11	Tie over 1" service including EFV and riser assembly.	Each	\$ 1,215.00	12	\$ 14,580.00
12	Tie over 1 1/4" service including riser assembly	Each	\$ 1,265.00	5	\$ 6,325.00
13	Trenching, shoring, & backfilling for excavations beyond 5 feet depth	CY	N/A	0	0.00
14	Installation tapping and stopping of 4" pressure control fittings.	Each	N/A	0	0.00
15	Installation tapping and stopping of 3" pressure control fittings.	Each	N/A	0	0.00
16	Installation tapping and stopping of 2" pressure control fittings.	Each	N/A	0	0.00
17	Installation of 2" P.E ball valve	Each	N/A	0	0.00
18	Installation of 4" P.E ball valve	Each	\$ 765.50	6	\$ 4,593.00
19	Installation of riser assembly including trenching and backfill and pavement	Each	\$ 461.25	160	\$ 73,800.00
20	Electrical Testing Stations (ETS)	Each	\$ 379.00	5	\$ 1,895.00
	TOTAL BID				\$ 4,663,446.00

ADDITIONAL WORK UNIT PRICES

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

	ITEM	UNIT	UNIT PRICE
1	Installation of 2" PE pipe & fittings including trenching and backfill and pavement	LF	\$45.40
2	Installation of 4" PE pipe & fittings including trenching and backfill and pavement	LF	\$52.00
3	Installation of 6" PE pipe & fittings including trenching and backfill and pavement	LF	\$72.50
4	Installation of 4" STL pipe & fittings including trenching and backfill and pavement	LF	\$174.00
5	Installation of 3" STL pipe & fittings including trenching and backfill and pavement	LF	\$164.00
6	Installation of 2" STL pipe & fittings including trenching and backfill and pavement	LF	\$154.00
7	Installation of 3/4" service including riser assembly, trenching and backfill and pavement.	EA	\$1,331.00
8	Installation of 1" service including riser assembly, trenching and backfill. and pavement	EA	\$1,381.00
9	Installation of 1 1/4" service including riser assembly, trenching and backfill. And pavement	EA	\$1,431.00
	Tie over 3/4" service including EFV and riser assembly	EA	\$1,165.00
11	Tie over 1" service including EFV and riser assembly.	EA	\$1,215.00
12	Tie over 1 1/4" service including riser assembly	EA	\$1,265.00
13	Trenching, shoring, & backfilling for excavations beyond 5 feet depth	CY	\$474.00
14	Installation tapping and stopping of 4" pressure control fittings.	EA	\$5,225.00
15	Installation tapping and stopping of 3" pressure control fittings.	EA	\$4,840.00
16	Installation tapping and stopping of 2" pressure control fittings.	EA	\$3,163.00
17	Installation of 2" P.E ball valve	EA	\$693.00
18	Installation of 4" P.E ball valve	EA	\$765.50
19	Installation of 6" P.E ball valve	EA	\$1,722.00
20	Installation of riser assembly including trenching and backfill and pavement	EA	\$461.25
21	Electrical Testing Stations (ETS) installation including trenching and backfill and pavement	EA	\$379.00

SPECIFICATION FOR THE CONSTRUCTION OF 2014

GAS MAIN AND SERVICE LINES REPLACEMENT

FOR LONG BEACH GAS AND OIL DEPARTMENT

LONG BEACH, CALIFORNIA

CERTIFICATION OF SITE EXAMINATION

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

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

02/28/2014

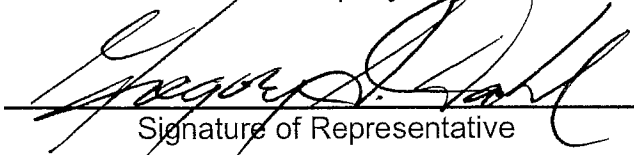
Date of Site Examination

ARB, Inc.

Company

Gregory S. Dahl

Printed Name of Company Representative



Signature of Representative

March 12, 2014

Date

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

CITY OF LONG BEACH BIDDER'S BOND

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

Dollars (\$ 10% of Bid Amount***)

lawful money of the United States of America, for the payment whereof the Principal and sureties bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

The condition of the above obligation is such that:

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

ARB, Inc.

Principal

Federal Insurance Company and Western Surety Company

Donna L. Welsh, Attorney-in-Fact

Surety

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

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California)
)SS.
County of Orange)

On February 24, 2014 before me, Paula Shimmin, Notary Public,
Date Name and Title of Officer

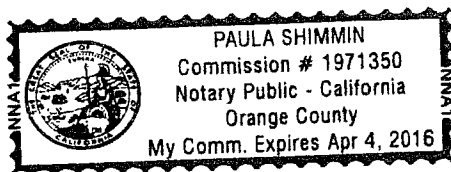
personally appeared Gregory S. Dahl,
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

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

WITNESS my hand and official seal.

Paula Shimmin
Signature of Notary Public



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of MARIN

On February 24, 2014 before me, Donna J. Frowd, Notary Public, personally appeared Donna L. Welsh who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(ies), and that by his/~~her/their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

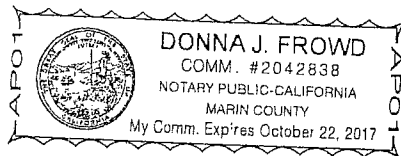
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

(seal)

Signature

Donna J. Frowd





**Chubb
Surety**

**POWER
OF
ATTORNEY**

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

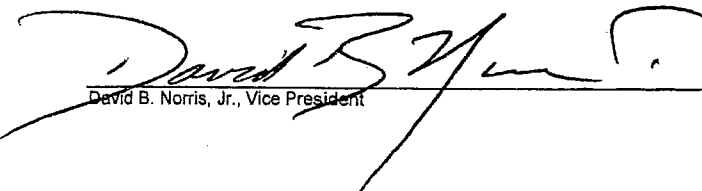
**Attn: Surety Department
15 Mountain View Road
Warren, NJ 07059**

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

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

In Witness Whereof, said **FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY** have each executed and attested these presents and affixed their corporate seals on this **23rd** day of **November, 2011**.


Kenneth C. Wendel, Assistant Secretary


David B. Norris, Jr., Vice President

STATE OF NEW JERSEY
County of Somerset

ss.

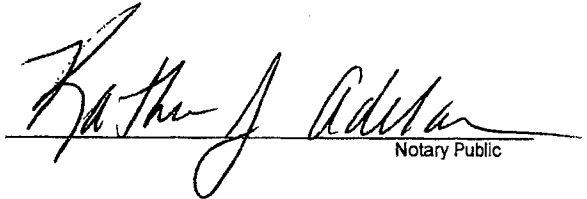
On this **23rd** day of **November, 2011**

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

Notarial Seal



**KATHERINE J. ADELAAR
NOTARY PUBLIC OF NEW JERSEY
No. 2316685
Commission Expires July 16, 2014**


Notary Public

CERTIFICATION

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

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

I, Kenneth C. Wendel, Assistant Secretary of **FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY** (the "Companies") do hereby certify that

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

Given under my hand and seals of said Companies at Warren, NJ this **24th** day of **February, 2014**.




Kenneth C. Wendel, Assistant Secretary

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

e-mail: surety@chubb.com

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

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

Michael Brophy Mc Gowan, Donna L Welsh, Donna J Frowd, Debbie L Welsh, Individually

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

- In Unlimited Amounts -

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

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

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 11th day of December, 2013.

WESTERN SURETY COMPANY



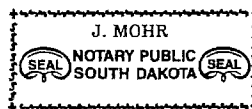
Paul T. Bruflat
Paul T. Bruflat, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 11th day of December, 2013, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

June 23, 2015



J. Mohr
J. Mohr, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 24th day of February, 2014



WESTERN SURETY COMPANY

L. Nelson
L. Nelson, Assistant Secretary

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

NONCOLLUSION AFFIDAVIT TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

State of California
County of Orange



ss

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

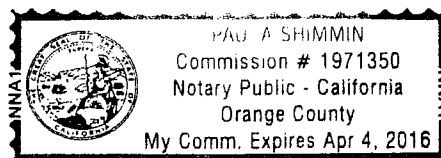
(4) 

Subscribed and sworn to before me on March 12, 2014.

by Gregory S. Dahl, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Notary Seal

(5) 



(1) Name of person signing on behalf of Contractor (must be authorized to sign contracts)

(2) Title

(3) Name of Contractor

(4) Signature of Contractor

(5) Signature of Notary

ADDENDA ACKNOWLEDGMENT / SIGNATURE PAGE

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

Is the Bidder a Minority-Owned or Woman-Owned Business Enterprise?

(Please check one or both, if applicable.)

Yes ☐ No ☒
(Circle One)

Woman-Owned _____ N/A

Minority-Owned _____ Which Racial Minority? N/A

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

Bidder hereby acknowledges receipt of Addendum No.

1 2 3 4 5 6 7 8
9 10 11 12
(Initial above all appropriate numbers)

Respectfully submitted,

ARB, Inc.

Legal Name of Company

By

Signature

Gregory S. Dahl, Vice President

Print Name / Title

____ Individual
____ Joint Venture
____ Partnership (General)
____ Partnership (Limited)
____ Limited Liability Company
☒ Corporation

See Attached List of ARB Officers

Names of Other General Partners

Names of Other Partners

State Where Registered as LLC _____ Incorporated Under the Laws of the State of California

Business Address 26000 Commercentre Drive, Lake Forest CA 92630

(Actual Address - Do NOT list a post office box)

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

Under Chapter 9 of Division 3 of the Business and Professions Code, (Contractors' License Law), of the State of California, the undersigned has been issued a Class A, B, C-4, C36, C51 License, Number 194079; license termination date is March 31, 2015.

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

Under Chapter 1, Article VI, Municipal Code of the City of Long Beach, the undersigned has been issued license number BU94011730; license termination date is March 15, 2014.

Address listed on license 26000 Commercentre Drive, Lake Forest CA 92630

ARB, Inc.



City of Long Beach

Department of Financial Management
Division of Procurement
333 W Ocean Blvd. 7th floor, Long Beach, California 90802
p 562.570.6020
Michelle.King@Longbeach.gov

February 7, 2014

NOTICE TO BIDDERS

ADDENDUM NO. 1

**ITB GO-14-059 G-320
Gas Main and Service Lines Replacement**

The following changes and/or additions shall be made to the original ITB GO-14-059 G-320 Gas Main and Service Lines Replacement. Please acknowledge receipt of this addendum by signing and returning with your bid submittal.

You are required to submit this Addendum with your bid. Any bidder who fails to submit this Addendum may be disqualified.

Please note the following changes to the bid document (Pages 48 – 139 were inadvertently not included in the original bid document). Please see the attached revised updated bid document which is 139 pages:

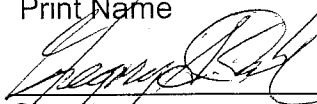
1. G-228A Revised Construction Specification Standards
2. G-228P PE Gas Main and Services
3. G-228S Steel Gas Main and Service
4. Best Practices.

Any additional questions must be submitted in writing to michelle.king@longbeach.gov

Prepared By: Michelle King Date: February 7, 2014
Purchasing

Acknowledged By: ARB, Inc.
Company Name

Gregory S. Dahl
Print Name


Signature

Vice President
Title

March 12, 2014
Date



City of Long Beach

Department of Financial Management
Division of Procurement
333 W Ocean Blvd. 7th floor, Long Beach, California 90802
p 562.570.6020
purchasingbids@Longbeach.gov

February 20, 2014

NOTICE TO BIDDERS

ADDENDUM NO. 6

ITB GO 14-059 *G-320*
GAS MAIN & SERVICE LINE REPLACEMENT

There was a Mandatory Pre Bid Meeting on Wednesday, February 19, 2014 @ 9:00 am.

From that meeting there are site locations that need to be seen in a gated area. The city has scheduled Mandatory site inspections for the locations.

Wednesday, February 26, 2014 @ 9:00 am – Meeting Location #1 (Map attached)

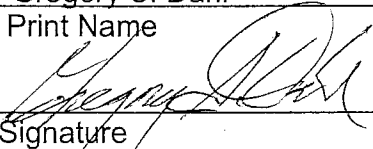
Wednesday, February 26, 2014 @ 10:00 am – Meeting Location #2 (Map attached)

These site inspections are MANDATORY and only for the bidders that attended the Mandatory Pre Bid meeting.

There will sign in sheets and each meeting location. Bidders who fail to attend and sign in their bid will be disqualified.

Prepared By: Michelle King Date: February 20, 2014
Buyer

Acknowledged By: ARB, Inc.
Company Name

Gregory S. Dahl
Print Name

Signature

Vice President
Title
March 12, 2014
Date

You are required to submit this document with your bid. Failure to do so will disqualify your bid.



City of Long Beach

Department of Financial Management
Division of Procurement
333 W Ocean Blvd. 7th floor, Long Beach, California 90802
p 562.570.6020
purchasingbids@Longbeach.gov

February 20, 2014

NOTICE TO BIDDERS

ADDENDUM NO. 9

ITB GO 14-059 *G-320*

GAS MAIN & SERVICE LINE REPLACEMENT

There was a Mandatory Pre Bid Meeting on Wednesday, February 19, 2014 @ 9:00 am.

Due to the additional site inspections the dates have changed. Please see below.

Questions submitted by bidder to the City: Tuesday, March 4, 2014 by 11:00 am
(All questions are REQUIRED to be submitted to purchasingbids@longbeach.gov ONLY)

Answers by the City Posted Online: Monday, March 10, 2014 by end of day.

Bid due date: March 13, 2014 @ 11:00 am

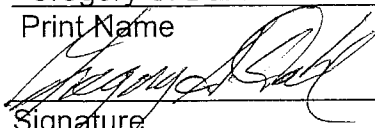
Bids are to be submitted to:

City of Long Beach
City Clerk/Michelle King
333 W. Ocean Blvd.
Long Beach, CA 90802

A public bid opening will be held at on the due date and time at the location they are due.

Prepared By: Michelle King Date: February 20, 2014
Buyer

Acknowledged By: ARB, Inc.
Company Name

Gregory S. Dahl
Print Name

Signature

Vice President
Title
March 12, 2014
Date

You are required to submit this document with your bid. Failure to do so will disqualify your bid.



City of Long Beach

Department of Financial Management
Division of Procurement
333 W Ocean Blvd. 7th floor, Long Beach, California 90802
p 562.570.6020
purchasingbids@Longbeach.gov

February 27, 2014

NOTICE TO BIDDERS

ADDENDUM NO. 10

ITB GO 14-059 *G-320*
GAS MAIN & SERVICE LINE REPLACEMENT

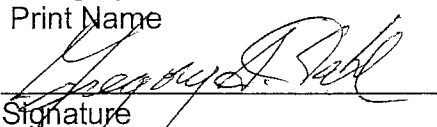
There was a Mandatory Site Walk on February 26, 2014.

From the walk there has been a change to Work Order 140003

Work Order 140003 final street restoration, the contractor shall apply ASTM D 3910-11 Type II slurry to the entire lane width on the western side for the entire length of Country Club Lane.

Prepared By: Michelle King Date: February 27, 2014
Buyer

Acknowledged By: ARB, Inc.
Company Name

Gregory S. Dahl
Print Name

Signature

Vice President
Title
March 12, 2014
Date

You are required to submit this document with your bid. Failure to do so will disqualify your bid.



City of Long Beach

Department of Financial Management
Division of Procurement
333 W Ocean Blvd. 7th floor, Long Beach, California 90802
p 562.570.6020
Michelle.King@Longbeach.gov

March 11, 2014

NOTICE TO PROPOSERS

QUESTION & ANSWERS

ITB GO 14-059 *G-320*
GAS MAIN & SERVICE LINE REPLACEMENT

To All Potential Contractors:

Listed below are the questions and answers for the above stated bid.

Mandatory Pre Bid Information/Answers provided by City staff:

1. The attendees were informed that the meeting proceedings will be audio recorded. None of the attendees objected to this.
2. For any areas where an approval is required the contractor shall refer to LBGO's 100% inspection protocol.
3. LBGO will dedicate enough manpower to support 20 meter tie-overs per day.
4. No money will be given to the contractor for any additional time extended past the agreed upon project completion date.
5. Number of work orders that the contractor can have in progress at the same time is subject to LBGO's approval. The contractor must obtain approval prior to start of the next work order.
6. Project G-320 is about 50 to 60 percent the size of the previous year's CIP project. LBGO is proposing to replace approximately 56,000 feet of pipe and approximately 1,300 services. This is basically the scope of work for this project.
7. All construction has to be pre-approved by the LBGO Inspector.
8. Hazardous Waste Law – Please assume that all steel pipes have asbestos.
9. If for some reason the construction time has to be extended, it will be at no cost to the City.

10. Island Village is a private community. LBGO representatives have been meeting with the Administrators in the community to address the concerns of the residents. Some of the concerns include paving, access, parking, and riser removal. LBGO's typical practice is a two live riser method which reduces customer inconvenience.

- a. The Board of Directors of this community is expecting the winning contractor to participate in their community meetings.

11. Q: Project Cost Analysis – What quantities do we go by to calculate Additional Unit Price? What is defined as Additional Work?

A: Bid Price should be justified by the Project Cost Analysis; quantities should be calculated per LBGO take-off quantities. Additional Work is defined as any work outside the scope of Work Orders and not modification of work required.

12. Q: Will tapping for 3" to 12" covered by LBGO or subcontracted out?

A: All tapping and stopping work shall be performed by the contractor, except for 3" to 12" full-encirclement pressure control fittings. All construction (installation, fittings, etc) is per pre-approval of LBGO Inspectors.

13. Q: What is the time-frame for notification on taps and stops? Will LBGO accommodate for the delay?

A: One week notification is needed for taps and stops. LBGO will make every effort to accommodate scheduling in order to avoid delays.

14. Q: Will LBGO provide subcontractor Op-Qual information?

A: LBGO will add the Fees and Charges Sheet into the Addendum which lists test fees for the Qualification Testing. You can find the list of certification fees at:

http://www.longbeach.gov/finance/fees_and_charges/

At the website, perform a search with the following entries:

Keyword: (keep this entry blank)

Department: LONG BEACH GAS & OIL

Main Activity: PERSONNEL QUALIFICATION TESTING

15. Q: Regarding Service counts, do additional risers count as a separate service?

A: No, by LBGO definition of a service, a service still counts as one regardless of number of risers in one lot.

16. Q: What is the preferred completion date?

A: Late November, if possible; can be negotiated but not preferred to exceed December.

17. Q: What is the estimated start date?

A: As soon as possible, depending on completion of forms/documents and other requirements.

18. Q: Is LBGO doing 4/10 work weeks?

A: Yes, LBGO does prefer to have 4/10 work weeks as it is deemed most convenient to resources available from Inspections. However, a potential adjustment to 5/80 work week for WO.140005 (Island Village) might be implemented if deemed necessary.

19. Q: Will any of the involved streets have restricted hours? If so, what will the restricted hours be and what streets?

A: Yes, 8:30 AM to 3:30 PM. Long Beach Blvd, Willow St, Orange Ave, Cherry Ave, Clark Ave, and Stearns St. The City of Long Beach will not allow closures or constructions on these streets during the hours of 6:00 am – 8:30 am and 3:30 pm – 6:30 pm.

20. Q: Will any of the involved streets require stamped engineered traffic control plans? If so what streets?

A: Yes. Long Beach Blvd, Willow St, Orange Ave, Cherry Ave, Clark Ave, and Stearns St will require stamped engineered traffic control plans.

21. Q: Are there street moratoriums?

A: No, all street moratoriums in project area should end by the project start date.

22. Q: Regarding Fire Watch during concrete cuts, are they required?

A: Yes, especially for shallow services as depths are not guaranteed underneath concrete walkways.

23. Q: Regarding excavation permits and Caltrans permits, will the contractors be responsible in attaining them?

A: Yes, but LBGO will assist contractor with permits. Also, Caltrans Permits are not required on this year's CIP.

24. Q: Can contractors exceed the 20 services/day installation estimate?

A: Yes, as resources allow; keeping in mind that there are only 2 gas service meter setters available.

25. Q: Are tie-overs identified in the Work Order drawings? Are the tie-over risers required to be replaced?

A: The tie-overs are not identified. However, if existing services are already PE then, it is defined as a tie-over. Risers are replaced only if it is a stranded steel riser.

26. Q: Regarding tie-overs and branches, how are they counted?

A: Tie-overs and branches should be counted as separated services; LBGO intends to separate branches. Existing branched services must be replaced with a new run unless otherwise directed by the LBGO inspector.

27. Q: With regard to service work, are all existing plastic services to be tied over?

A: All existing ½" PE services need to be replaced. All inserted services need to be replaced as well.

28. Q: If a service is tied over, will the existing risers need to be replaced?

A: For bid purposes, assume there are approximately 1,377 risers in the project. There are a total of 187 tie-overs, 160 of the tie-overs are already anode-less risers and 27 are stranded steel risers that will need to be replaced.

29. Q: If the existing riser is in a cabinet, will the contractor be required to install the new riser inside or outside the cabinet? On past projects approximately 90% of the new risers have been installed in the cabinets.

A: Yes, unless otherwise directed by the inspector.

30. Q: Is it the intent of Long Beach Gas and Oil Department to by-pass all services prior to the installation of new service pipe? If so, will Long Beach Gas and Oil Department dedicate enough manpower and resources to avoid impact to contractor production, or should we plan for a fixed number of service replacements per day?

A: Yes. The "two live risers" method of installation is required unless otherwise approved by LBGO. The contractor is expected to work with LBGO personnel to reduce any inconvenience to the customers. LBGO will dedicate enough manpower to support 20 meter replacements per day. In this case, the definition of one 'service' shall be one riser that an LBGO customer services rep. needs to tie over.

31. Q: Regarding the installation of new service pipe, will LBGO dedicate enough manpower and resources to avoid impact to contractor production?

A: Yes. The "two live risers" method of installation is required unless otherwise approved by LBGO. The contractor is expected to work with LBGO personnel to reduce any inconvenience to the customers. LBGO will dedicate enough manpower to support 20 meter replacements per day. In this case, the definition of one 'service' shall be one riser that an LBGO customer services rep. needs to tie over.

32. Q: Is Type 1 slurry seal acceptable for the 5-foot slurry seal mentioned in the Project Specifications (G228A)?

A: Type II slurry should be used unless otherwise directed by the LBGO inspector.

33.Q: Will all streets and alleys require slurry seal or just selected streets? Will it be required where the main has been installed by boring? Also, please identify the specifications for the slurry seal.

A: Slurry seal is required on all excavations in all streets and alleys. ASTM D 3910-11 Type II slurry should be used unless otherwise directed by the LBGO inspector. See G-228A 2.15 Type II ASTM D 3910-98 (2004)

34.Q: Will the specifications for 1-sack slurry be per the requirements for class 200-E-200 concrete?

A: Yes.

35.Q: If zero sack slurry is used, how many minutes will be required for it to set up?

A: When "zero sack slurry" is used for pipe encasement, it should be allowed to set up for 60 minutes prior to the backfill application of "one sack slurry".

36.Q: Will the Contractor be required to purge all abandoned lines with Nitrogen?

A: Yes.

37.Q: Will LBGO provide additional fittings if required for any tie-in and abandonment purposes?

A: Yes.

38.Q: Country Club Lane – can't see where concrete ends and asphalt begin; how much road is concrete and how much is asphalt?

A: All contractors who have attended this Pre-Bid Meeting will be required to attend the site walk.

39.Q: Regarding concrete cuts, will LBGO compensate for whole panel concrete removal?

A: Yes, LBGO will compensate if needed changes are made. Island Village is a potential area where this applies.

40.Q: Will LBGO furnish all pipe and fittings for these projects? Will LBGO provide all materials?

A: Yes.

41.Q: Should the contractor assume all existing pipe wrap on steel mains contain asbestos? Will the contractor be responsible for testing the wrap material at each location to confirm that it contains asbestos?

A: Assume that all black wrap on existing steel pipes contain asbestos. The contractor may test specific sites for asbestos at the contractor's expense and approval by LBGO.

42. Q: Will the contractor be required to remove the abandoned riser after the new service is gassed up and the meter set has been rebuilt?

A: Yes. The abandoned riser shall be cut at grade and sealed with foam or capped with a redwood or mechanical plug unless otherwise directed by the inspector.

43. Q: Are prevailing wages and certified payroll for gas line utility work required under the terms of this contract? If so, what are the specific prevailing wages for gas utility work that are required? Will these wages also apply to all subcontractors?

A: Yes. Information regarding specific prevailing wages can be obtained from the California Department of Industrial Relations website. These wages will apply also to subcontractors.

44. Q: Will the contractor be required to submit certified payroll with all invoices, including certified payroll for all subcontractors?

A: Yes.

45. Q: Will subcontractors be required to have the same operator qualifications as the contractor?

A: Yes, depending on the operator's trade as it relates to the type of work being done during project construction.

46. Q: The Asbestos Coating Specification reads that existing steel mains may contain asbestos. Pricing for any asbestos removal and proper disposal shall be included in the bid for main and service construction.

A: Yes.

47. Q: Will the contractor be responsible for testing the wrap material at each location to confirm that it contains asbestos?

A: No, for bid purposes assume all existing steel main may contain asbestos coating. The contractor may test specific sites for asbestos at the contractor's expense and approval by LBGO.

48. Q: Does LBGO anticipate any ground water and if encountered will LBGO handle the disposal? Please provide procedures that the contractor will follow if contaminated soils are encountered during the excavation process.

A: For bid purposes, assume no contaminated soil. When encountered, contractor should immediately notify LBGO Inspector. The City of Long Beach will handle any soil or water contamination.

49. Q: Will the contractor be responsible for obtaining welding and fusing certificates for employees performing those tasks?

A: Yes.

50.Q: Will the contractor be required to remove all USA markings including Long Beach Gas and Oil Department survey stationing?

A: Yes. This item is included in the final punch list.

51.Q: Are any fittings not shown on the prints that have to be added for tie-ins and abandonment considered a change order?

A: No. It would be to the bidder's advantage to include tie-ins & abandonments where it is needed.

52.Q: Will Long Beach Gas and Oil Department require the contractor to prepare gas handling procedures for each work order? Will Long Beach Gas and Oil Department provide additional fittings if required for tie-in and abandonment purposes?

A: No. General gas handling procedures have been provided by LBGO and fittings will be provided to accomplish these procedures. Any additional parts required to perform modified gas handling will be provided but additional labor should be at no cost to the City.

53.Q: Will Long Beach Gas and Oil Department provide the required "No Parking" signage?

A: Yes. Contractor shall dedicate enough manpower to provide the required signage at the timeline noted on the specifications. Contractor shall also maintain presentability and accurate dates on the signage.

54.Q: Will contractor be required to submit updated construction schedules and how often?

A: Yes, the contractor is required to email this information to the principal inspector every two weeks.

55.Q: Will a company's safety record be considered in the award of this contract? For example, if a company's TRIR (Total Recordable Incident Rate) is above 3 will they be considered qualified? Or if their EMR (Experience Modification Rate) is above 1 will they be considered qualified?

A: Yes, a company safety program record will be considered prior to the award of a contract.

56.Q: Will LBGO require 100% sewer location?

A: Yes.

57. Q: Please confirm that the only streets that will have restricted working hours on will be Willow St., Stearns St., Orange Ave., Cherry Ave., and Clark Ave. Please confirm that the working hours on these streets will be 8:30AM thru 3:30PM.

A: The streets that will have restricted work hours will be (Long Beach Blvd, Willow St, Orange Ave, Cherry Ave, Clark Ave, and Stearns St) from 8:30AM to 3:30PM.

58. Q: Although we have not completed our proposed construction work schedule for this project as of yet, assuming a start of construction in mid-May and a completion date of November 26th, it appears that, due to the requirement of only being able to have 2 crews working on the job at a time (1 main crew and 1 service crew), that we will not be able to complete the project within this time schedule. Your specifications identify a sum of \$500.00/day liquidated damages for which the contractor is liable for if he fails to meet that schedule. You stated that the City has never charged the contractor for being late on these gas projects and that a schedule will be negotiated with the successful bidder upon award and prior to the "Notice to Proceed" being issued. Therefore, will you eliminate the liquidated damages fees or should we included those costs in our bid for not being able to meet your schedule?

A: Based on past experience and given the size of this project LBGO does not expect construction work to go passed December 1st. Liquidated damages will only be charged if the contractor is negligent to complete construction as specified

59. Q: Please confirm that the contractor will be reimbursed for all excavation permit costs.

A: Yes, the contractor will be reimbursed for all exaction permits cost

60. Q: Please confirm that no other excavation permits will be required from any other city or agency.

A: Yes, no other excavation permits will be required from any other department in the city.

61. Q: Please confirm that LBGO will supply all survey to mark the alignment or street centerline.

A: Yes, City Surveyors will mark street stationing and street centerlines

62. Q: Please confirm that any ground water encountered will be handled on a change order.

A: If Ground water is encountered during construction LBGO will handle it in a case by case basis.

63. Q: We have been unable to open your City Diversity Outreach Program website to find out your DBE requirements. The website is under maintenance. Please supply a copy of your program.

A: Not Applicable at this time

64.Q: Please identify the slurry seal requirements within the Island Village gated community.

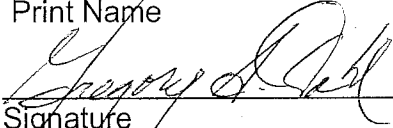
A: Please see spec G-228A Pg 17 under Street & Sidewalk surface Restoration which states (Slurry seal shall be applied for the entire lane width and shall extend a minimum of 5 feet on either end of AC patch)

Prepared By: Michelle King Date: March 11, 2014
Buyer

Acknowledged By: ARB, Inc.
Company Name

Gregory S. Dahl
Print Name

Vice President
Title


Signature

March 12, 2014
Date

You are required to submit this document with your proposal. Failure to do so may disqualify your proposal.

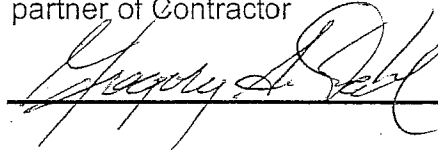
WORKERS' COMPENSATION CERTIFICATION

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

Contractor's Name:

ARB, Inc.

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



Title: Gregory S. Dahl, Vice President

Date: March 12, 2014

EXHIBIT B

INFORMATION TO COMPLY WITH LABOR CODE SEC. 2810

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

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

1) Workers' Compensation Insurance:

- A. Policy Number: WC 5490288-02 / WC 5490290-02 / EWS 5490291-02
- B. Name of Insurer (**NOT** Broker): Zurich American Ins Co / American Zurich Ins Co
- C. Address of Insurer: 1400 American Lane, Schaumburg, IL 60196-1056
- D. Telephone Number of Insurer: 847-605-6000

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

- A. VIN (Vehicle Identification Number): Fleet Insurance
- B. Automobile Liability Insurance Policy Number: BAP 5490286-02
- C. Name of Insurer (**NOT** Broker): Zurich American Ins Co
- D. Address of Insurer: 1400 American Lane, Schaumburg, IL 60196-1056
- E. Telephone Number of Insurer: 847-605-6000

3) Address of Property used to house workers on this Contract, if any: N/A

4) Estimated total number of workers to be employed on this Contract: 20

5) Estimated total wages to be paid those workers: \$ 2,000,000

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

Weekly on Fridays

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

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

7

8) Taxpayer's Identification Number: [REDACTED]

EXHIBIT C

EXHIBIT “D”

List of Subcontractors:

LIST OF SUBCONTRACTORS

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

Name Connor Concrete Cutting & Coring Type of Work Saw Cutting
Address P.O. Box 447
City Norco, CA 92860 Dollar Value of Subcontractor \$ 87,194
Phone No. (951) 515-3458
License No. 977475

Name G&F WMBE Type of Work Saw Cutting
Address P.O. Box 10215
City Santa Ana, CA 92711-0215 Dollar Value of Subcontractor \$ 87,194
Phone No. (714) 648-0397
License No. 590310

Name Clean Street MBE Type of Work Street Sweeping
Address 1937 W 169th St
City Gardena, CA 90247 Dollar Value of Subcontractor \$ 42,642
Phone No. (310) 538-5888
License No. _____

Name Metalclad Insulation Corp. Type of Work Wrap Removal
Address 1818 E Rossllyn Avenue
City Fullerton, CA 92831 Dollar Value of Subcontractor \$ 39,150
Phone No. (714) 888-2860
License No. 270742

Name Bill Petty's Backhoe Service WBE Type of Work Backhoe
Address 13203 Barlin Ave
City Downey, CA 90242 Dollar Value of Subcontractor \$ 202,086
Phone No. (562) 630-3162
License No. 960552

LIST OF SUBCONTRACTORS

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

Name M J Diaz Backhoe Service Inc. Type of Work Backhoe
Address 968 White Ranch Circle
City Corona, CA 92881 Dollar Value of Subcontractor \$ 101,043
Phone No. (951) 496-4949
License No. _____

Name Keep It Moving MBE Type of Work Trucking & Materials
Address 6709 La Tijera Blvd #139
City Los Angeles, CA 90045 Dollar Value of Subcontractor \$ 122,237
Phone No. (213) 216-1443
License No. _____

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

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

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

APPENDIX “A”

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

STATE OF CALIFORNIA
BOARD OF EQUALIZATION

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

SECTION I - BUSINESS INFORMATION

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

SECTION II - MULTIPLE BUSINESS LOCATIONS

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

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

SECTION III - CERTIFICATION STATEMENT

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

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

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

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

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

SIGNATURE	TITLE
NAME (typed or printed)	DATE

(See reverse side for general information and filing instructions)

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

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

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

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

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

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

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

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

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

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

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

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

BOND FOR FAITHFUL PERFORMANCE

KNOW ALL MEN BY THESE PRESENTS: That we, ARB, INC., a California corporation, as PRINCIPAL, and Federal Insurance Company & Western Surety Company, located at Federal: 15 Mountain View Rd., Warren, NJ 07059(*), a corporation, incorporated under the laws of the State of Federal: IN / Western: SD, admitted as a surety in the State of California, and authorized to transact business in the State of California, as SURETY, are held and firmly bound unto the CITY OF LONG BEACH, CALIFORNIA, a municipal corporation, in the sum of FOUR MILLION SIX HUNDRED SIXTY-THREE THOUSAND FOUR HUNDRED FORTY-SIX DOLLARS (\$4,663,446.00), lawful money of the United States of America, for the payment of which sum, well and truly to be made, we bind ourselves, our respective heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents. (*)Western: 555 Mission St., #200, San Francisco, CA 94105

THE CONDITION OF THIS OBLIGATION IS SUCH THAT:

WHEREAS, said Principal has been awarded and is about to enter the annexed contract (incorporated herein by this reference) with said City of Long Beach For the Construction of 2014 Gas Main and Service Lines Replacement for Long Beach Gas and Oil and is required by said City to give this bond in connection with the execution of said contract;

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

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

IN WITNESS WHEREOF, the above-named Principal and Surety have executed, or caused to be executed, this instrument with all of the formalities required by law on this 7th day of April, 2014.

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

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

Approved as to form this 1 day
of May, 2014.
CHARLES PARKIN, City Attorney
By: [Signature]
Deputy City Attorney

Approved as to sufficiency this 13 day
of May, 2014.
Assistant City Manager
By: [Signature]
City Manager/City Engineer
EXECUTED PURSUANT
TO SECTION 301 OF
THE CITY CHARTER.

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

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California)
)SS.
County of Orange)

On April 7, 2014 before me, Paula Shimmin, Notary Public,
Date Name and Title of Officer

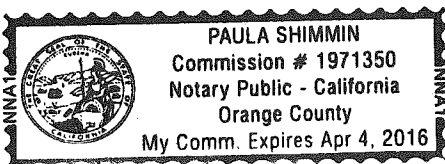
personally appeared Scott E. Summers,
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

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

WITNESS my hand and official seal.

Paula Shimmin
Signature of Notary Public



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California)
)SS.
County of Orange)

On April 7, 2014 before me, Paula Shimmin, Notary Public,
Date Name and Title of Officer

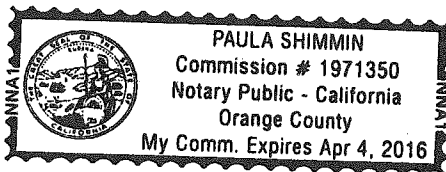
personally appeared Gregory S. Dahl,
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

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

WITNESS my hand and official seal.

Paula Shimmin
Signature of Notary Public



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of MARIN

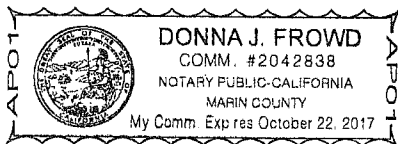
On April 7, 2014 before me, Donna J. Frowd, Notary Public, personally appeared Debbie L. Welsh who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(ies), and that by his/~~her/their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

(seal)

Signature Donna J. Frowd





**Chubb
Surety**

**POWER
OF
ATTORNEY**

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

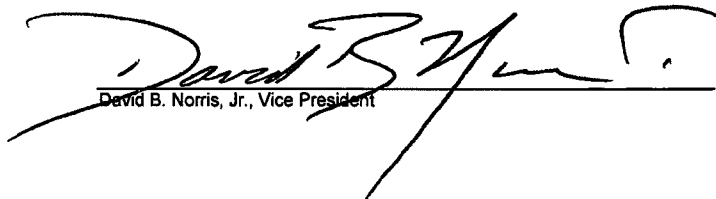
**Attn: Surety Department
15 Mountain View Road
Warren, NJ 07059**

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

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

In Witness Whereof, said **FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY** have each executed and attested these presents and affixed their corporate seals on this **23rd** day of **November, 2011**.


Kenneth C. Wendel, Assistant Secretary


David B. Norris, Jr., Vice President

STATE OF NEW JERSEY

ss.

County of Somerset

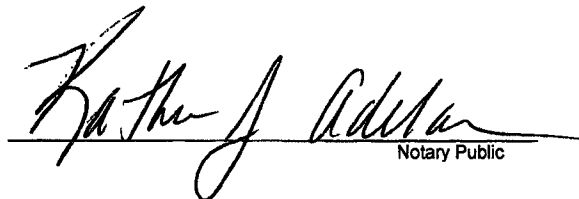
On this **23rd** day of **November, 2011**

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

Notarial Seal



**KATHERINE J. ADELAAR
NOTARY PUBLIC OF NEW JERSEY
No. 2316685
Commission Expires July 16, 2014**


Notary Public

CERTIFICATION

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

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

I, Kenneth C. Wendel, Assistant Secretary of **FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY**

(the "Companies") do hereby certify that

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

Given under my hand and seals of said Companies at Warren, NJ this **7th** day of **April, 2014**




Kenneth C. Wendel, Assistant Secretary

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

e-mail: surety@chubb.com

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

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

Michael Brophy Mc Gowan, Donna L Welsh, Donna J Frowd, Debbie L Welsh, Individually

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

- In Unlimited Amounts -

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

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

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 11th day of December, 2013.



WESTERN SURETY COMPANY

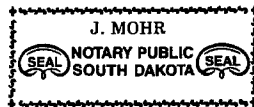
Paul T. Bruflat
Paul T. Bruflat, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 11th day of December, 2013, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

June 23, 2015



J. Mohr
J. Mohr, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 7th day of April, 2014.



WESTERN SURETY COMPANY

L. Nelson
L. Nelson, Assistant Secretary

Authorizing By-Law

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

LABOR AND MATERIAL BOND

KNOW ALL MEN BY THESE PRESENTS: That we, ARB, INC., a California corporation, as PRINCIPAL, and Federal Insurance Company & Western Surety Company, located at Federal: 15 Mountain View Rd. Warren, N.J. 07059(*), a corporation, incorporated under the laws of the State of Federal: IN / Western: SD, admitted as a surety in the State of California, and authorized to transact business in the State of California, as SURETY, are held and firmly bound unto the CITY OF LONG BEACH, a municipal corporation, in the sum of FOUR MILLION SIX HUNDRED SIXTY-THREE THOUSAND FOUR HUNDRED FORTY-SIX DOLLARS (\$4,663,446.00), lawful money of the United States of America, for the payment of which sum, well and truly to be made, we bind ourselves, our respective heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

(*)Western: 555 Mission St., #200, San Francisco, CA 94105

THE CONDITION OF THIS OBLIGATION IS SUCH THAT:

WHEREAS, said Principal has been awarded and is about to enter the annexed contract (incorporated herein by this reference) with said City of Long Beach For the Construction of 2014 Gas Main and Service Lines Replacement for Long Beach Gas and Oil is required by law and by said City to give this bond in connection with the execution of said contract;

NOW, THEREFORE, if said Principal, as Contractor of said contract, or any subcontractor of said Principal, fails to pay for any materials, provisions, equipment, or other supplies, used in upon, for or about the performance of the work contracted to be done, or for any work or labor done thereon, of any kind, or for amounts due under the Unemployment Insurance Act, during the original term of said contract and any extensions thereof, and during the life of any guaranty required under the contract, or shall fail to pay for any materials, provisions, equipment, or other supplies, used in, upon, for or about the performance of the work to be done under any authorized modifications of said contract that may hereafter be made, or for any work or labor done of any kind, or for amounts due under the Unemployment Insurance Act, under said modification, said Surety will pay the same in an amount not exceeding the sum of money hereinabove specified and, in case suit is brought upon this bond, a reasonable attorney's fee, to be fixed by the court; otherwise this obligation shall be void;

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

This Bond shall inure to the benefit of any and all persons, companies and corporations entitled by law to file claims so as to give a right of action to them or their assigns in any suit brought upon this bond.

IN WITNESS WHEREOF, the above-named Principal and Surety have executed, or caused to be executed, this instrument with all of the formalities required by law on this 7th day of April, 2014.

ARB, Inc.

Contractor

By: [Signature]

Name: Scott E. Summers

Title: President

By: [Signature]

Name: Gregory S. Dahl

Title: Vice President

Federal Insurance Company
& Western Surety Company

SURETY, admitted in California

By: [Signature]

Name: Debbie L. Welsh

Title: Attorney-in-Fact

Telephone: (415) 892-1080

Approved as to form this 1 day
of May, 2014.

CHARLES PARKIN, City Attorney

By: [Signature]

Deputy City Attorney

Approved as to sufficiency this 13 day
of May, 2014.

By: [Signature]

Assistant City Manager
City Manager/City Engineer

EXECUTED PURSUANT
TO SECTION 301 OF
THE CITY CHARTER

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

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California)
)SS.
County of Orange)

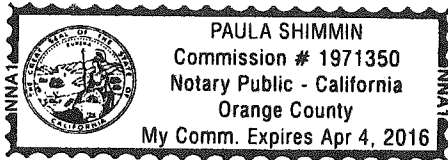
On April 7, 2014 before me, Paula Shimmin, Notary Public,
Date Name and Title of Officer

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

who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

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

WITNESS my hand and official seal.



Paula Shimmin
Signature of Notary Public

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California)
)SS.
County of Orange)

On April 7, 2014 before me, Paula Shimmin, Notary Public,
Date Name and Title of Officer

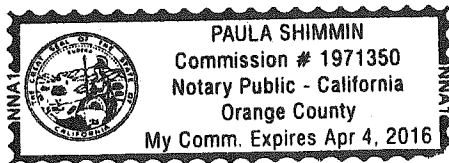
personally appeared Gregory S. Dahl,
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

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

WITNESS my hand and official seal.

Paula Shimmin
Signature of Notary Public



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of MARIN

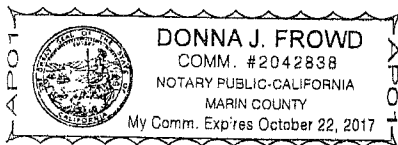
On April 7, 2014 before me, Donna J. Frowd, Notary Public, personally appeared Debbie L. Welsh who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that ~~he~~/she/~~they~~ executed the same in his/~~her~~/~~their~~ authorized capacity(ies), and that by his/~~her~~/~~their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

(seal)

Signature Donna J. Frowd





**Chubb
Surety**

**POWER
OF
ATTORNEY**

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

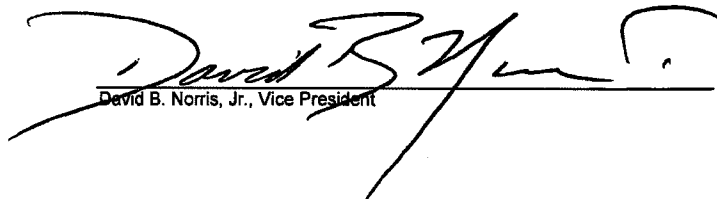
**Attn: Surety Department
15 Mountain View Road
Warren, NJ 07059**

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

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

In Witness Whereof, said **FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY** have each executed and attested these presents and affixed their corporate seals on this **23rd** day of **November, 2011**.


Kenneth C. Wendel, Assistant Secretary


David B. Norris, Jr., Vice President

STATE OF NEW JERSEY

County of Somerset

ss.

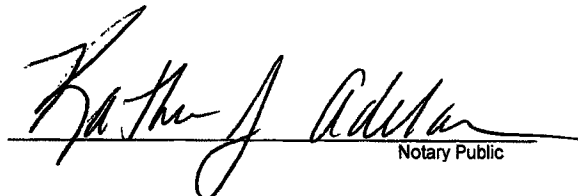
On this **23rd** day of **November, 2011**

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

Notarial Seal



**KATHERINE J. ADELAAR
NOTARY PUBLIC OF NEW JERSEY
No. 2316685
Commission Expires July 16, 2014**


Notary Public

CERTIFICATION

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

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

I, **Kenneth C. Wendel, Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY** (the "Companies") do hereby certify that

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

Given under my hand and seals of said Companies at Warren, NJ this **7th** day of **April, 2014**




Kenneth C. Wendel, Assistant Secretary

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

e-mail: surety@chubb.com

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

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

Michael Brophy Mc Gowan, Donna L Welsh, Donna J Frowd, Debbie L Welsh, Individually

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

- In Unlimited Amounts -

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

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

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 3rd day of December, 2013.



WESTERN SURETY COMPANY

A handwritten signature in cursive script, reading "Paul T. Bruflat".

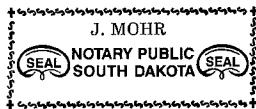
Paul T. Bruflat, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 3rd day of December, 2013, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

June 23, 2015



A handwritten signature in cursive script, reading "J. Mohr".

J. Mohr, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 7th day of April, 2014.



WESTERN SURETY COMPANY

A handwritten signature in cursive script, reading "L. Nelson".

L. Nelson, Assistant Secretary

Authorizing By-Law

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/16/2014

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

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

PRODUCER
MCGRIFF, SEIBELS & WILLIAMS OF TEXAS, INC.
818 Town & Country Blvd, Suite 500
Houston, TX 77024-4549

CONTACT
NAME:
PHONE (A/C, No, Ext): 713-877-8975 FAX (A/C, No): 713-877-8974
E-MAIL:
ADDRESS:

INSURED
ARB, Inc.
28000 Commercentre Drive
Lake Forest, CA 92630

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A :Zurich American Insurance Company	16535
INSURER B :American Zurich Insurance Company	40142
INSURER C :Commerce and Industry Insurance Company	19410
INSURER D :Charlis Specialty Insurance Company	26883
INSURER E :	
INSURER F :	

COVERAGES

CERTIFICATE NUMBER: UY6SCLNL

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR YWVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC		GLO 5490287-02 SIR: \$250,000	02/28/2014	02/28/2015	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 2,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS		BAP 5490288-02	02/28/2014	02/28/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Physical Damage Ded. 2,500
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		BE18255619	02/28/2014	02/28/2015	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
A B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N N/A	WC 5490288-02 WC 5490290-02 EWS 5490291-02 SIR: \$250,000	02/28/2014	02/28/2015	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Contractor's Pollution Liability		CPO 1238582	02/28/2014	02/28/2016	Each Loss \$ 2,000,000 Aggregate \$ 2,000,000 Deductible \$ 250,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

RE: Gas main and service line replacement for 2014, ARB Job # 1339000

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

APPROVED AS TO SUFFICIENCY
FOR MICHAEL ALI

CERTIFICATE HOLDER

CANCELLATION

City of Long Beach - G320
Attn: Purchasing Division
333 W. Ocean Blvd., Plaza Level
Long Beach, CA 90802

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

[Signature]

AGENCY CUSTOMER ID: _____

LOC #: _____

**ADDITIONAL REMARKS SCHEDULE**

Page 2 of 13

PRODUCER MCGRIFF, SEIBELS & WILLIAMS OF TEXAS, INC.		INSURED ARB, Inc.
POLICY NUMBER		
CARRIER	NAIC CODE	
ISSUE DATE: 04/16/2014		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: _____ FORM TITLE: _____

Professional Liability Policy No. EOC 948566602
Effective 06/15/2013-06/15/2014
Steadfast Insurance Company
\$5,000,000 Each Claim/Aggregate Limit
\$250,000 SIR Each Claim

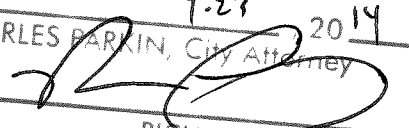
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
City of Long Beach And Long Beach Gas & Oil APPROVED AS TO FORM 4.27 2014 CHARLES PARKIN, City Attorney By  RICHARD ANTHONY DEPUTY CITY ATTORNEY	Long Beach APPROVED AS TO SUFFICIENCY Emef. B. Guisgu FOR MICHAEL AW CITY OF LONG BEACH DATE: 4/28/14

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

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

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

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

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

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

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

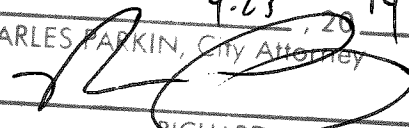
COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
City of Long Beach And Long Beach Gas and Oil	Long Beach
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

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

at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

APPROVED AS TO FORM
4-23, 2014
CHARLES PARKIN, City Attorney
By 
RICHARD ANTHONY
DEPUTY CITY ATTORNEY

APPROVED AS TO SUFFICIENCY
Emilio B. Quiroz FOR MICHAEL ALLO
RISK MANAGER
CITY OF LONG BEACH
DATE: 4/20/14

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Person Or Organization:

ANY PERSON OR ORGANIZATION THAT REQUIRES YOU TO WAIVE YOUR RIGHTS OF RECOVERY, IN A WRITTEN CONTRACT OR AGREEMENT WITH THE NAMED INSURED THAT IS EXECUTED PRIOR TO THE ACCIDENT OR LOSS.

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

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us** of Section IV – Conditions:

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



Notification to Others of Cancellation

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.
GLO5490287-02	02/28/2014	02/28/2015				

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

Liquor Liability Coverage Part

Products/Completed Operations Liability Coverage Part

- A. If we cancel this Coverage Part(s) by written notice to the first Named Insured for any reason other than nonpayment of premium, we will mail or deliver a copy of such written notice of cancellation:
1. To the name and address corresponding to each person or organization shown in the Schedule below; and
 2. At least 10 days prior to the effective date of the cancellation, as advised in our notice to the first Named Insured, or the longer number of days notice if indicated in the Schedule below.
- B. If we cancel this Coverage Part(s) by written notice to the first Named Insured for nonpayment of premium, we will mail or deliver a copy of such written notice of cancellation to the name and address corresponding to each person or organization shown in the Schedule below at least 10 days prior to the effective date of such cancellation.
- C. If notice as described in Paragraphs A. or B. of this endorsement is mailed, proof of mailing will be sufficient proof of such notice.

SCHEDULE	
Name and Address of Other Person(s) / Organization(s):	Number of Days Notice:
ANY PERSON WITH WHOM YOU HAVE AGREED THROUGH WRITTEN CONTRACT, AGREEMENT OR PERMIT EXECUTED TO GIVE SUCH NOTICE	90

All other terms and conditions of this policy remain unchanged.



Other Insurance Amendment – Primary And Non-Contributory

Policy No.	Exp. Date of Pol.	Eff. Date of End.	Agency No.	Addl. Prem.	Return Prem.
GLO 5490287-02	02/28/2014	02/28/2015			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Named Insured:

Address (including ZIP Code):

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

SECTION IV. COMMERCIAL GENERAL LIABILITY CONDITIONS, 4. Other Insurance, is amended per the following:

1. The following paragraph is added under a. Primary Insurance:

This insurance is primary insurance as respects our coverage to an additional insured person or organization, where the written contract or written agreement requires that this insurance be primary and non-contributory. In that event, we will not seek contribution from any other insurance policy available to the additional insured on which the additional insured person or organization is a Named Insured.

2. The following paragraph is added under b. Excess Insurance:

This insurance is excess over:

Any of the other insurance, whether primary, excess, contingent or on any other basis, available to an additional insured, in which the additional insured on our policy is also covered as an additional insured by attachment of an endorsement to another policy providing coverage for the same "occurrence", claim or "suit". This provision does not apply to any policy in which the additional insured is a Named Insured on such other policy and where our policy is required by written contract or written agreement to provide coverage to the additional insured on a primary and non-contributory basis.

Any provisions in this Coverage Part not changed by the terms and conditions of this endorsement continue to apply as written.

POLICY NUMBER: BAP 5490286-02

COMMERCIAL AUTO
CA 20 48 02 99

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

APPROVED AS TO SUFFICIENCY
Mr. B. Budig FOR MICHAEL ALLO
RISK MANAGER
CITY OF LONG BEACH
4/22/14

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

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

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Endorsement Effective: 02/28/2014	Countersigned By:
Named Insured:	(Authorized Representative)

SCHEDULE

Name of Person(s) or Organization(s): City of Long Beach & Long Beach Gas & Oil
--

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

Each person or organization shown in the Schedule is an "insured" for Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured Provision contained in Section II of the Coverage Form.

APPROVED AS TO FORM
4.23 2014
CHARLES PARKIN, City Attorney
By *[Signature]*
RICHARD ANTHONY
DEPUTY CITY ATTORNEY

**ZURICH®**

Notification to Others of Cancellation

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.
BAP 5490286-02	02/28/2014	02/28/2015				

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Commercial Automobile Coverage Part

- A. If we cancel this Coverage Part by written notice to the first Named Insured for any reason other than nonpayment of premium, we will mail or deliver a copy of such written notice of cancellation:
1. To the name and address corresponding to each person or organization shown in the Schedule below; and
 2. At least 10 days prior to the effective date of the cancellation, as advised in our notice to the first Named Insured, or the longer number of days notice if indicated in the Schedule below.
- B. If we cancel this Coverage Part by written notice to the first Named Insured for nonpayment of premium, we will mail or deliver a copy of such written notice of cancellation to the name and address corresponding to each person or organization shown in the Schedule below at least 10 days prior to the effective date of such cancellation.
- C. If notice as described in Paragraphs A. or B. of this endorsement is mailed, proof of mailing will be sufficient proof of such notice.

SCHEDULE	
Name and Address of Other Person(s) / Organization(s):	Number of Days Notice:
ANY PERSON WITH WHOM YOU HAVE AGREED THROUGH WRITTEN	90
CONTRACT, AGREEMENT OR PERMIT EXECUTED TO GIVE SUCH NOTICE	

All other terms and conditions of this policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY
AGAINST OTHERS TO US (WAIVER OF SUBROGATION)**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
BUSINESS AUTO PHYSICAL DAMAGE COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

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

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured:

Endorsement Effective Date:

SCHEDULE

Name(s) Of Person(s) Or Organization(s):

ALL PERSONS AND/OR ORGANIZATIONS THAT ARE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT WITH THE INSURED, EXECUTED PRIOR TO THE ACCIDENT OR LOSS, THAT WAIVER OF SUBROGATION BE PROVIDED UNDER THIS POLICY.

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

The **Transfer Of Rights Of Recovery Against Others To Us** Condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.



Waiver of Subrogation Endorsement

Insured **Primoris Services Corporation**

Endorsement No.

Policy No. **EWS 5490291-02**

Effective Date of this
Endorsement **04/16/14**

This endorsement modifies insurance provided by the following:

Excess Insurance Policy for Self-Insurer of Workers Compensation and Employers Liability

This policy is changed to provide:

Part Six - Condition G - Subrogation - Recovery From Others - gives us the right to recover all payments which we have made to you from anyone liable for loss. We agree to waive this right but only to the extent that you perform work under a written contract which requires you to obtain this agreement.

City of Long Beach

And Long Beach Gas & Oil

Countersigned: _____
Authorized Signature

NOTIFICATION TO OTHERS OF CANCELLATION ENDORSEMENT

This endorsement is used to add the following to Part Six of the policy.

**PART SIX
CONDITIONS**

- A. If we cancel this policy by written notice to you for any reason other than nonpayment of premium, we will mail or deliver a copy of such written notice of cancellation to the name and address corresponding to each person or organization shown in the Schedule below. Notification to such person or organization will be provided at least 10 days prior to the effective date of the cancellation, as advised in our notice to you, or the longer number of days notice if indicated in the Schedule below.
- B. If we cancel this policy by written notice to you for nonpayment of premium, we will mail or deliver a copy of such written notice of cancellation to the name and address corresponding to each person or organization shown in the Schedule below at least 10 days prior to the effective date of such cancellation.
- C. If notice as described in Paragraphs A. or B. of this endorsement is mailed, proof of mailing will be sufficient proof of such notice.

SCHEDULE	
Name and Address of Other Person(s) / Organization(s):	Number of Days Notice:
ANY PERSON WITH WHOM YOU HAVE AGREED THROUGH WRITTEN CONTRACT,	90
AGREEMENT OR PERMIT EXECUTED TO GIVE SUCH NOTICE	

All other terms and conditions of this policy remain unchanged.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective
Insured

Policy No. WC5490288-02
WC5490290-02

Endorsement No.
Premium \$

Insurance Company