

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

1 CONTRACT

2 **34584**

3 THIS CONTRACT is made and entered, in duplicate, as of February 27, 2017  
4 for reference purposes only, pursuant to a minute order adopted by the City Council of the  
5 City of Long Beach at its meeting held on February 7, 2017, by and between ARB, INC., a  
6 California corporation ("Contractor"), whose address is 26000 Commercenter Drive, Lake  
7 Forest, California 92630, and the CITY OF LONG BEACH, a municipal corporation ("City").

8 WHEREAS, pursuant to a Notice Inviting Bids for the Annual Contract for  
9 Plastic Gas Pipeline Construction in the City of Long Beach, California, dated September  
10 1, 2016, and published by City, bids were received, publicly opened and declared on the  
11 date specified in said Notice; and

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

13 WHEREAS, the City Council authorized the City Manager to enter a contract  
14 with Contractor for the work described in Plans and Specifications No. G-332;

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

17 1. SCOPE OF WORK. Contractor shall furnish all necessary labor,  
18 supervision, tools, materials, supplies, appliances, equipment and transportation for the  
19 work described in Plans and Specifications No. G-332 for the Annual Contract for Plastic  
20 Gas Pipeline Construction in the City of Long Beach, California, said work to be performed  
21 according to the Contract Documents identified below. However, this Contract is intended  
22 to provide to City complete and finished work and, to that end, Contractor shall do  
23 everything necessary to complete the work, whether or not specifically described in the  
24 Contract Documents.

25 2. PRICE AND PAYMENT.

26 A. City shall pay to Contractor the amount(s) for materials and  
27 work identified in Contractor's Bid for the Annual Contract for Plastic Gas Pipeline  
28 Construction in the City of Long Beach, California, attached hereto as Exhibit "A".

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

4 3. CONTRACT DOCUMENTS.

5 A. The Contract Documents include: The Notice Inviting Bids,  
6 Project Specifications No. G-332 (which may include by reference the Standard  
7 Specifications for Public Works Construction, latest edition, and any supplements  
8 thereto, collectively the "Standard Specifications"); the City of Long Beach Standard  
9 Plans; the California Code of Regulations; the various Uniform Codes applicable to  
10 trades; the prevailing wage rates; Instructions to Bidders; the Bid; the bid security;  
11 the City of Long Beach Disadvantaged, Minority and Women-Owned Business  
12 Enterprise Program; this Contract and all documents attached hereto or referenced  
13 herein including but not limited to insurance; Bond for Faithful Performance;  
14 Payment Bond; Notice to Proceed; Notice of Completion; any addenda or change  
15 orders issued in accordance with the Standard Specifications; any permits required  
16 and issued for the work; approved final design drawings and documents; and the  
17 Information Sheet. These Contract Documents are incorporated herein by the  
18 above reference and form a part of this Contract.

19 B. Notwithstanding Section 2-5.2 of the Standard Specifications,  
20 if any conflict or inconsistency exists or develops among or between Contract  
21 Documents, the following priority shall govern: 1) Permit(s) from other public  
22 agencies; 2) Change Orders; 3) this Contract (including any and all amendments  
23 hereto); 4) Addenda (which shall include written clarifications, corrections and  
24 changes to the bid documents and other types of written notices issued prior to bid  
25 opening; 5) Project Specifications; 6) Project Plans (including drawings); 7) the City  
26 of Long Beach Standard Plans; 8) Standard Specifications (as identified in Section  
27 3.A. hereof, the "Greenbook"); 9) other reference specifications; 10) other  
28 reference plans; 11) the bid; and 12) the Notice Inviting Bids.

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

4. TIME FOR CONTRACT.

A. The term of this Contract shall commence at midnight on February 15, 2017, and shall terminate at 11:59 p.m. on February 14, 2018, unless sooner terminated as provided in this Contract, or unless the services or the Project is completed sooner. The parties have the option to renew this Contract for three (3) additional one-year terms.

B. Contractor shall commence work on a date to be specified in a written Notice to Proceed from City for each Project or portion thereof. Each Notice to Proceed shall contain a Project Start Date. Contractor and City shall mutually agree to the Project Completion Date in writing within ten (10) days following the issuance of the Notice to Proceed. All work identified in Specifications No. G-332 shall be completed prior to termination date, subject to strikes, lockouts and events beyond the control of Contractor. Time is of the essence hereunder. City will suffer damage if the work is not completed within the time stated, but those damages would be difficult or impractical to determine. So, Contractor shall pay to City, as liquidated damages, the amount stated in the Contract Documents.

5. ACCEPTANCE OF WORK NOT TO CONSTITUTE A WAIVER. The

acceptance of any work or the payment of any money by City shall not operate as a waiver of any provision of any Contract Document, of any power reserved to City, or of any right to damages or indemnity hereunder. The waiver of any breach or any default hereunder shall not be deemed a waiver of any other or subsequent breach or default.

6. WORKERS' COMPENSATION CERTIFICATION. Concurrently

herewith, Contractor shall submit certification of Workers' Compensation coverage in accordance with California Labor Code Sections 1860 and 3700, a copy of which is attached hereto as Exhibit "B".

7. CLAIMS FOR EXTRA WORK. No claim shall be made at any time

upon City by Contractor for and on account of any extra or additional work performed or materials furnished, unless such extra or additional work or materials shall have been

1 expressly required by the City Manager and the quantities and price thereof shall have  
2 been first agreed upon, in writing, by the parties hereto.

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

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

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

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

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

27           12.   COORDINATION WITH GOVERNMENTAL REGULATIONS.  
28                 A.    If the work is terminated pursuant to an order of any Federal or

1 State authority, Contractor shall accept as full and complete compensation under  
2 this Contract such amount of money as will equal the product of multiplying the  
3 Contract price stated herein by the percentage of work completed by Contractor as  
4 of the date of such termination, and for which Contractor has not been paid. If the  
5 work is so terminated, the City Engineer, after consultation with Contractor, shall  
6 determine the percentage of work completed and the determination of the City  
7 Engineer shall be final.

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

15 13. NOTICES.

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

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

26 14. BONDS. Contractor shall, simultaneously with the execution of this  
27 Contract, execute and deliver to City a good and sufficient corporate surety bond, in the  
28 form attached hereto and in the amount specified therein, conditioned upon the faithful

1 performance of this Contract by Contractor, and a good and sufficient corporate surety  
2 bond, in the form attached hereto and in the amount specified therein, conditioned upon  
3 the payment of all labor and material claims incurred in connection with this Contract.

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

10 16. CERTIFIED PAYROLL RECORDS.

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

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

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

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

13 18. CONTINUATION. Termination or expiration of this Contract shall not  
14 terminate the rights or liabilities of either party which rights or liabilities accrued or existed  
15 prior to termination or expiration of this Contract.

16 19. TAXES AND TAX REPORTING.

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

25 B. Contractor shall cooperate with City in all matters relating to  
26 taxation and the collection of taxes, particularly with respect to the self-accrual of  
27 use tax. Contractor shall cooperate as follows: (i) for all leases and purchases of  
28 materials, equipment, supplies, or other tangible personal property totaling over

1 \$100,000 shipped from outside California, a qualified Contractor shall complete and  
2 submit to the appropriate governmental entity the form in Appendix "A" attached  
3 hereto; and (ii) for construction contracts and subcontracts totaling \$5,000,000 or  
4 more, Contractor shall obtain a sub-permit from the California Board of Equalization  
5 for the Work site. "Qualified" means that the Contractor purchased at least \$500,000  
6 in tangible personal property that was subject to sales or use tax in the previous  
7 calendar year.

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

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

27 E. Contractor shall not be entitled to and by signing this Contract  
28 waives any claim or damages for delay against City if Contractor does not timely



1 submit these forms to the appropriate governmental entity. Contractor may contact  
2 the City Controller at (562) 570-6450 for assistance with the form.

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

6 21. AUDIT. City shall have the right at all reasonable times during  
7 performance of the work under this Contract for a period of five (5) years after final  
8 completion of the work to examine, audit, inspect, review, extract information from and  
9 copy all books, records, accounts and other documents of Contractor relating to this  
10 Contract.

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

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

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

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

1 regulations relating to said work. If City does inspect or investigate, the results thereof  
2 shall not be deemed compliance with or a waiver of any requirements of the Contract  
3 Documents.

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

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

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

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

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

26 "During the performance of a Contract with the City of Long Beach, the  
27 Contractor will provide equal benefits to employees with spouses and its  
28 employees with domestic partners. Additional information about the City of

1 Long Beach's Equal Benefits Ordinance may be obtained from the City of  
2 Long Beach Business Services Division at 562-570-6200."

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

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

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

12 E. If the City determines that the Contractor has set up or used its  
13 contracting entity for the purpose of evading the intent of the EBO, the City may  
14 terminate the Contract on behalf of the City. Violation of this provision may be used  
15 as evidence against the Contractor in actions taken pursuant to the provisions of  
16 Long Beach Municipal Code section 2.93 et seq., Contractor 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 performed  
21 by the City, and if Contractor has substituted any security in lieu of retention, then default  
22 shall also include City's receipt of a stop notice. If default occurs and Contractor has  
23 substituted any security in lieu of retention, then in addition to City's other legal remedies,  
24 City shall have the right to draw on the security in accordance with Public Contract Code  
25 Section 22300 and without further notice to Contractor. If default occurs and Contractor  
26 has not substituted any security in lieu of retention, then City shall have all legal remedies  
27 available to it.

28 ///

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

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

ARB, INC., a California corporation

\_\_\_\_\_, March 27, 2017

By [Signature]  
Name John M. Perisich  
Title Executive Vice President

\_\_\_\_\_, March 27, 2017

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

"Contractor"

CITY OF LONG BEACH, a municipal corporation

April 15, 2017

By [Signature]  
City Manager  
Assistant City Manager  
"City"

EXECUTED PURSUANT TO SECTION 301 OF THE CITY CHARTER.

This Contract is approved as to form on March 30, 2017.

CHARLES PARKIN, City Attorney  
By [Signature]  
Deputy

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

# EXHIBIT “A”

Contractor’s Bid

BIDDER'S NAME: ARB, Inc.

**BID TO THE CITY OF LONG BEACH  
ANNUAL CONTRACT FOR  
PLASTIC GAS PIPELINE CONSTRUCTION**

In accordance with the Notice Inviting Bids for this Work in the City of Long Beach, California, to be opened on September 28, 2016, at 11:00 a.m., we offer to furnish all necessary labor, tools, materials, appliances and equipment for and perform all Work mentioned in the Notice Inviting Bids, in full compliance with Plans & Specifications No. G-332 (ITB GO 16-168) at the following prices.

Because the City is unable to predict the requirements for each bid item, award of the Contract will be based on a representative sample of items. The lowest responsive bidder(s) will be determined by a weighted sum of the sample item unit prices. The sample items and weighting to be used will be selected by the City, kept in a sealed envelope, and opened at the bid opening in order to ensure a competitive bidding process.

Contractor shall submit an extra personnel and equipment rate schedule with the following bid documents for use to account for additional equipment and personnel necessary to complete the work. The rate schedule shall include the following:

- Personnel Hourly Rate (regular hours)
- Personnel Hourly Rate (overtime)
- Equipment Hourly Rate Hourly with minimum
- Equipment Hourly Rate (overtime)
- Equipment with Operator Hourly Rate with minimum
- Equipment with Operator Hourly Rate (overtime)

# ARB, Inc.

Labor Rates: **LBGO PE PIPELINE CONTRACT: G-332**  
RATES EFFECTIVE THROUGH NOVEMBER 30, 2017

Craft	Hourly Rates		
	Straight Time	Overtime	Premium Time
<b><u>PROJECT MANAGEMENT</u></b>			
Superintendent	153.60	212.83	272.05
<b><u>U.A. PIPEFITTERS/WELDERS</u></b>			
General Foreman	150.48	208.79	267.09
Distribution Lead Foreman	97.30	131.55	165.80
Metal Trades Helper(Shortline Agreement)	69.60	90.46	111.33
Journeyman Welder(Shortline Agreement)	117.37	159.40	201.43
Welder Foreman(Shortline Agreement)	124.73	170.17	215.60
<b><u>LABORERS</u></b>			
Lead Foreman	114.41	158.03	201.65
Foreman (over Group V Laborer)	95.33	129.40	163.48
Group III(Wrapper, PTO)	88.62	119.34	150.06
Group IV(Cribber/Shorer, Pipelayer)	91.47	123.61	155.76
Group V	92.11	124.58	157.05
<b><u>TEAMSTERS</u></b>			
Lead Foreman	122.39	166.01	209.63
Foreman	92.28	120.85	149.41
Working Truck Driver	89.53	116.71	143.90
Semi/Lowbed Driver	90.87	118.72	146.58
<b><u>OPERATING ENGINEERS</u></b>			
Foreman	119.97	162.92	205.86
Oiler(Group II)	112.42	151.59	190.75
Universal	116.30	157.40	198.51
Heavy Duty Mechanic	116.52	157.73	198.95

Note: This rate sheet is not all inclusive, additional classifications are available if required.

## OPERATED EQUIPMENT RATES

ARB, Inc.

	Skidster Load(Bobcat/Unloader)	
	ST(1 Hr.)	155.00
	OT(1 Hr.)	196.00
	DT(1 Hr.)	238.00
	Skidster Loader w/Attachment	
	ST(1 Hr.)	203.00
	OT(1 Hr.)	244.00
	DT(1 Hr.)	286.00
	Cat D4/CASE 450 Sideboom	
	ST(1 Hr.)	180.00
	OT(1 Hr.)	222.00
	DT(1 Hr.)	263.00
	Cat Excavator 315	
	ST(1 Hr.)	211.00
	OT(1 Hr.)	252.00
	DT(1 Hr.)	294.00
	Cat Excavator 320/321	
	ST(1 Hr.)	231.00
	OT(1 Hr.)	273.00
	DT(1 Hr.)	314.00
	Cat Excavator 330	
	ST(1 Hr.)	282.00
	OT(1 Hr.)	323.00
	DT(1 Hr.)	365.00
	Cat 450/JD Backhoe 710	
	ST(1 Hr.)	215.00
	OT(1 Hr.)	256.00
	DT(1 Hr.)	298.00
	Rubber Tired B/Hoe-Case 580	
	ST(1 Hr.)	167.00
	OT(1 Hr.)	208.00
	DT(1 Hr.)	250.00





ARB INC.

TIME AND MATERIAL EQUIPMENT HOURLY RATES (EFFECTIVE 07/01/16)

TRACTORS	EXCAVATORS (CONT.)	WINCH PIPE PULLING (CONT.)	PUMPS (CONT.)	MISCELLANEOUS (CONT.)
CAT DOZER D4	CAT EXCAVATOR 385	HYDRAULIC WINCH 40TON	TRASH PUMP 1 1/2-3"	HYTOR/RAD TORQUE
61.50	297.00	SPECIALTY WINCH PIPE PULLING	TBD	27.00
CAT DOZER D6	ABI PILE EXCAVATOR	TRENCHERS (EXCLUDES TEETH)	TRASH PUMP 4"	EMULSION SPRAYER
79.00	371.25	CLEVELAND J36	TRASH PUMP 6"	21.75
CAT DOZER D5	CLAM BUCKET 26-42"	VERMEER V8550	TRASH PUMP 8"	WATCH SAW (EXCLUDES BLADES)
67.00	31.25	JETCO 780HD	TRASH PUMP 10"	41.25
CAT DOZER D7	BEDDING CONVEYOR	VERMEER 758	TEST PUMP 4GPM	PIPE ROLLER UP TO 20"
148.50	52.00	TRENCOR 1980	TEST PUMP 25-100GPM COMBO	6.25
CAT DOZER D8	HYDRAULIC BREAKER 2,000LB	CAPITAL 1060	TEST PUMP 160GPM	PIPE ROLLER UP TO 48"
195.75	48.75	SPECIALTY TRENCHER	FULL TEST PUMP TRAILER COMBO COMPL	39.25
CAT DOZER D8 W/RIPPER	HYDRAULIC BREAKER 5,000LB	COMPACTOR	SPECIALTY PUMP	12.25
218.75	60.75	RAMMER COMPACTOR	CONCRETE	15.00
CAT DOZER D6 LGP	HYDRAULIC BREAKER 10,000LB	VIBRATORY SHEEPS FOOT	CONCRETE VIBRATOR	19.75
108.00	81.75	SHEEPS FOOT 24-33" MANUAL REMOTE	CONCRETE BUCKET 1/2-TYD	37.25
CAT MOTOR GRADER 120G	VACUUM LIFT 9T	VIBRATORY PLATE (BACKHOE)	CEMENT OR PLASTER MIXER	20.25
73.00	60.75	VIBRATORY PLATE (EXCAVATOR)	RIDE ON TROWEL	27.75
CAT MOTOR GRADER 140G	VACUUM LIFT 13T	ROLLER SMOOTH DRUM 2TON TAILGATE	CONCRETE SAW 10HP & < (EXCL BLADES)	27.75
96.75	74.25	AC ROLLER 3-5TON	CONCRETE SAW 20HP & > (EXCL BLADES)	27.75
CAT MOTOR GRADER 16G	SPECIALTY EXCAVATOR	HYDRA HAMMER	CONCRETE SAW 65HP (EXCL BLADES)	27.75
163.50	TBD	SPECIALTY COMPACTOR	BARRELL FEE	135.00
TACK TRACTOR	SPECIALTY ATTACHMENT	FORKLIFTS	WELDING	35.25
126.25	TBD	FORKLIFT UP TO 8,000LB	WIRE FEED ATTACHMENT	35.25
TIMCO MAT HANDLER	WHEEL LOADERS	FORKLIFT 10,000LB	ELECTRIC WELDER SINGLE	38.25
128.25	67.00	FORKLIFT 20,000LB	LINCOLN 9MILLER 305 WELDER	38.25
SKIDDER	CAT LOADER I128/930	FORKLIFT 33,000LB	WELD MACHINE 200-300AMP	101.25
51.50	90.50	FORKLIFT 55,000LB	WELD MACHINE 350-500AMP	63.50
MARCOKA 800	CAT LOADER 950/938	REACHLIFT 8,000-10,000LB	ELEC. WELDER 4 PAK 350AMP	92.00
65.00	96.75	REACHLIFT 12,000LB	ELEC. WELDER 6 PAK 450AMP	35.25
MARCOKA 2200	CAT LOADER 962	REACHLIFT 15,000LB	ELEC. WELDER 8 PAK 250AMP	12.25
15.00	111.50	SPECIALTY FORKLIFT	HYDRAULIC STRAP PULLER	43.25
FARM TRACTOR 25HP & UNDER	CAT LOADER 966G	ZOOM BOOMS	WELD RIG (EXCL FUEL) *	35.25
36.50	150.00	ARTICULATING BOOM LIFT 40'	FAB SHOP EQUIPMENT	68.25
FARM TRACTOR 60HP	CAT LOADER 988/350	ARTICULATING BOOM LIFT 60'	FUSION MACHINE UP TO 4"	71.00
41.25	36.50	ARTICULATING BOOM LIFT 80'	FUSION MACHINE UP TO 8"	94.50
SPECIALTY TRACTOR	SKIDSTEER LOADER	ARTICULATING BOOM LIFT 125'	FUSION MACHINE UP TO 18"	148.50
128.25	38.50	ARTICULATING BOOM LIFT 135'	FUSION MACHINE UP TO 36"	83.75
PIPELAYERS	COMPACT TRACK LOADER	SPECIALTY ZOOM BOOM	SPECIALTY WELDING	98.75
48.75	33.75	COMPRESSORS	MISCELLANEOUS	236.25
CAT SIDEBOOM DOZER D3/D7	SKIDSTEER ATTACHMENT	AIR COMPRESSOR 15-185CFM	TRAFFIC CONTROL SIGNS	135.00
61.50	47.25	AIR COMPRESSOR 200-475CFM	CROSSING PLATES/K-RAIL **	TBD
CAT D/HCAUSE 450 SIDEBOOM	SKIP LOADER	AIR COMPRESSOR 600-750CFM	SHORING BEAM/PLATE **	TBD
64.25	27.00	AIR COMPRESSOR 900-1200CFM	ARROWBOARD **	2.25
CAT PIPELAYER 551	ASPHALT ZIPPER (EXCL TEETH)	AIR COMPRESSOR 340/390 H.S.	MESSAGE BOARD **	6.75
87.75	TBD	SPECIALTY COMPRESSOR	LIGHT TOWER **	20.25
CAT PIPELAYER 571	SPECIALTY LOADER	GENERATORS	WATER TOWER 10,000GAL	15.00
87.75	TBD	GENERATOR 6-10KW	SWEPPER LAYMOR	32.50
CAT PIPELAYER 572	PADDING & SHADING	GENERATOR 15-50KW	SWEPPER EX TERRA	33.25
102.75	71.75	GENERATOR 60-125KW	LOCHINVAR BOILER	39.25
CAT PIPELAYER 583K	REED SCREEN RD90	GENERATOR 150-260KW	HYDRAULIC BOLT UP MACHINE	47.25
166.25	168.25	GENERATOR 300-450KW	GAS MONITOR ALL TYPES	4.75
CAT PIPELAYER 588K	MINI PADDLER	SPECIALTY GENERATOR	PIPE JEEPIE/LOCATOR	6.75
195.25	229.50	SPRAGUE TEST PUMP	RECORDING CLOCK/D.W. TESTER	9.00
CAT PIPELAYER 587T	PADDING BUCKET	HYDRAULIC WINCH 10TON	SAND BLASTING POT	15.00
215.50	15.00	HYDRAULIC WINCH 20TON	TBD	TBD
SPECIALTY PIPELAYER	SPECIALTY PADDING/SHADING	BENDING MACHINES (EXCL SHOES)		
TBD	TBD	BENDING MACHINE 6-20"		
BENDING MACHINES (EXCL SHOES)	SPRING OUTFITS	BENDING MACHINE 16-30"		
50.00	162.00	BENDING MACHINE 22-36"		
BENDING MACHINE 16-30"	DIRECTIONAL DRILL 24,000LB	SPECIALTY BENDING MACHINE		
100.00	214.00	CRANES		
BENDING MACHINE 22-36"	DIRECTIONAL DRILL 50,000LB	RT HYDRAULIC CRANE 30TON		
103.50	260.00	RT HYDRAULIC CRANE 60TON		
SPECIALTY BENDING MACHINE	DIRECTIONAL DRILL 80,000LB	RT HYDRAULIC CRANE 80TON		
TBD	337.50	TRUCK CRANE 10-18TON		
RT HYDRAULIC CRANE 30TON	DIRECTIONAL DRILL 120,000LB	TRUCK CRANE 22-23TON		
93.25	67.00	TRUCK CRANE 30TON		
RT HYDRAULIC CRANE 60TON	MUD SYSTEM 300GPM	SPECIALTY CRANE		
131.00	74.25	CAT BACKHOE 420		
RT HYDRAULIC CRANE 80TON	MUD SYSTEM 350GPM	CAT BACKHOE 430		
189.00	297.00	CAT BACKHOE 710		
TRUCK CRANE 10-18TON	DIRECTIONAL DRILL 160,000LB	SPECIALTY BACKHOE		
67.00	408.50	EXCAVATORS		
TRUCK CRANE 22-23TON	DIRECTIONAL DRILL 440,000LB	MINI EXCAVATOR 305		
91.25	371.25	CAT EXCAVATOR 308		
TRUCK CRANE 30TON	DIRECTIONAL DRILL 720,000LB	CAT EXCAVATOR 315		
TBD	498.50	CAT EXCAVATOR 320/321		
BORING 2-12" 35-45HP SELF PROP	BORING 8-48" (EXCL AUGER)	CAT EXCAVATOR 325/328/329		
27.75	84.50	CAT EXCAVATOR 330/335		
BORING 60" (EXCL AUGER)	BORING 60" (EXCL AUGER)	CAT EXCAVATOR 345/349		
96.75	7.50	MINI EXCAVATOR 308		
AIR HAMMER/PUNCH UP TO 3"	AIR HAMMER/PUNCH 4-10"	CAT EXCAVATOR 308		
114.75	68.00	CAT EXCAVATOR 315		
AIR HAMMER/PUNCH 18"	AIR HAMMER/PUNCH 12"	CAT EXCAVATOR 320/321		
380.75	191.25	CAT EXCAVATOR 325/328/329		
AIR MOTOR	AIR HAMMER/PUNCH 24"	CAT EXCAVATOR 330/335		
11.50	11.50	CAT EXCAVATOR 345/349		
MUD TANK & PUMP 150	AIR HAMMER/PUNCH 18"	EXCAVATORS		
19.75	191.25	MINI EXCAVATOR 305		
BENTONITE PUMP	AIR HAMMER/PUNCH 12"	CAT EXCAVATOR 308		
TBD	380.75	CAT EXCAVATOR 315		
SPECIALTY BORING OUTFITS	AIR MOTOR	CAT EXCAVATOR 320/321		
TBD	11.50	CAT EXCAVATOR 325/328/329		
WINCH/PIPE PULLING	MUD TANK & PUMP 150	CAT EXCAVATOR 330/335		
15.00	19.75	CAT EXCAVATOR 345/349		
HYDRAULIC WINCH 10TON	BENTONITE PUMP	EXCAVATORS		
101.25	TBD	MINI EXCAVATOR 305		
HYDRAULIC WINCH 20TON	SPECIALTY BORING OUTFITS	CAT EXCAVATOR 308		
202.50	TBD	CAT EXCAVATOR 315		
SPRAGUE TEST PUMP	WINCH/PIPE PULLING	CAT EXCAVATOR 320/321		
13.50	15.00	CAT EXCAVATOR 325/328/329		
	HYDRAULIC WINCH 10TON	CAT EXCAVATOR 330/335		
	101.25	CAT EXCAVATOR 345/349		
	202.50	EXCAVATORS		
		MINI EXCAVATOR 305		
		CAT EXCAVATOR 308		
		CAT EXCAVATOR 315		
		CAT EXCAVATOR 320/321		
		CAT EXCAVATOR 325/328/329		
		CAT EXCAVATOR 330/335		
		CAT EXCAVATOR 345/349		

NOTES: 1) \* = MATCH PAYROLL HOURS WORKED 2) \*\* = 8+ HOURS MINIMUM 3) ALL EQUIPMENT IS OPERATED BY ARB, INC. ONLY 4) WELDING GASES/RODS/CERTIFICATIONS ARE EXCLUDED FROM RATES 5) MOVE ON & MOVE OFF ARE EXCLUDED FROM RATES 6) THIS RATE SHEET IS NOT ALL INCLUSIVE. ADDITIONAL CLASSIFICATIONS AVAILABLE IF REQUIRED

## GENERAL NOTES FOR DISTRIBUTION MAIN WORK

- Light to Medium soil - Class A Soil Type (Typical).
- Prior to start of construction, contractor shall call in for USA layout and contact project engineer to set up a pre-construction meeting and perform job site walk with engineer and inspector.
- Unit Price is based on crew size as stated in Comments. Contractor may choose, at its own expense, to add additional manpower to complete the scheduled work.
- Based on 40-hour work-week (5 days - 8 hour or 4 days - 10 hour).
- For arterial street crossings and additional tie-ins (Right-of-Way width > 60'), use per diem and miscellaneous rates. All arterial street crossings shall be measured from property line to property line.
- Total Project Main Footage refers to combined footage of main to be installed or abandoned in an area and may be broken up into separate project numbers for internal administrative purposes but released at the same time. For example, a replacement project with 200' of 6" PE, 2,800' of 4" PE and 5,000' of 2" PE would have a total project main footage of 8,000' and may have multiple project numbers associated in the package.
- Total Footage of main pipe 501 linear feet and over will be paid on a unit price rate. Footage less than 500' will be paid on per diem rates.
- Per Diem rates will be paid for random small footage replacements, relocations or arterial street tie-ins/crossings when circumstances -- such as travel distances, soil conditions or other factors -- do not allow Contractor to reasonably complete the job(s) in the same work day in a cost effective manner under unit cost rates. In all events, this type of work must be approved in advance by engineer
- For pipe supplied by LBGO, 2" PE coiled pipe in 1,000 feet coils; 4", 6" and 8" PE joints in 40 foot lengths.
- Unit Prices based on horizontal directional drilling method of installation
  - Provision of the following should be included for HDD:
    1. drill rig
    2. vacuum truck
    3. support equipment
    4. all pulling heads for pipe
    5. haul-off and disposal of excess drilling fluids

### PE MAIN REPLACEMENT: Replacement of Steel or Plastic Main Pipe with PE Pipe

Replacement work shall include:

- Scheduling; excavation and trenching; street crossing installations; shoring; dust control; PE fusions and welding; installing and gassing new pipe; disconnecting and purging existing piping; pressure testing; backfilling; compactable (95%) bedding and shading material; base material; final paving; removal, haul off, dumping, clean-up, restoration and other work involved in the installation and abandonment of gas facilities; and providing basic traffic control setup and devices (signs, barricades, delineator, arrow boards, etc.) conforming to MUTCD where a Traffic Control permit is not required;
- One (1) tie-in point (originating source of gas as specified in gas handling procedures) to existing steel or PE main. Each additional tie-in to be added from miscellaneous rates;
- Saw cutting & excavation up to 5' depth, including digging of fusion holes, launch & receive bore pits, & potholes for substructures;
- Installation of bypass for one way feeds as required;

- Steel (non-skid) trench plates – securing or pinning as instructed;
- Abandonment work of replaced facilities will involve:
  - Abandoning and slurry filling of associated pipelines greater than or equal to 6" in nominal diameter
  - Making isolation cuts approximately every 200' for associated pipelines less than 6" in nominal diameter, or as specified otherwise by LBGO;
- Provision of nitrogen for purging;
- Pipe, appurtenance and fittings installation in accordance to Specifications G-228P, G-228S, and G-228A.

**PE MAIN INSTALLATION: New Installation of PE Pipe**

Installation work shall include:

- Scheduling; excavation and trenching; street crossing installations; shoring; dust control; PE fusions and welding; installing and gassing new pipe; disconnecting existing piping; pressure testing; backfilling; compactable (95%) bedding and shading material; base material; final paving; removal, haul off, dumping, clean-up, restoration and other work involved in the installation of gas facilities; and providing basic traffic control setup and devices (signs, barricades, delineator, arrow boards, etc.) conforming to MUTCD where a Traffic Control permit is not required;
- One (1) tie-in point (originating source of gas as specified in gas handling procedures) to existing steel or polyethylene main. Each additional tie-in to be added from miscellaneous rates;
- Saw cutting & excavation up to 5' depth, including digging of fusion holes, launch & receive bore pits, & potholes for substructures;
- Steel (non-skid) trench plates – securing or pinning as instructed;
- Pipe, appurtenance and fittings installation in accordance to Specifications G-228P, G-228S, and G-228A

**MAIN ABANDONMENT: Abandonment Only of Steel or Plastic Main Pipe (less than or equal to 8" nominal diameter)**

Abandonment work shall include:

- Scheduling; excavation and shoring; dust control; PE fusions and welding; blow down and purging pipe; disconnecting/cut out of existing piping, weld cap, & plate; pressure testing; backfilling; compactable (95%) bedding and shading material; base material; final paving; removal, haul off, dumping, clean-up, restoration and other work involved in the abandonment of gas facilities; and providing basic traffic control setup and devices (signs, barricades, delineator, arrow boards, etc.) conforming to MUTCD where a Traffic Control permit is not required.
- Provision of nitrogen for purging;
- Saw cutting & excavation up to 5' depth for bellholes;
- Steel (non-skid) trench plates – securing or pinning as instructed;
- Abandoning and slurry filling of associated pipelines greater than or equal to 6" in nominal diameter;
- Making isolation cuts approximately every 200' for associated pipelines less than 6" in nominal diameter, or as specified otherwise by LBGO;

- Pipe, appurtenance and fittings abandonment in accordance to Specifications G-228P, G-228S, and G-228A

### **GENERAL NOTES FOR DISTRIBUTION SERVICE WORK**

- Light to Medium soil - Class A Soil Type (Typical).
- Unit Price is based off crew size as stated in Comments. Contractor may choose, at its own expense, to add additional manpower to complete the scheduled work.
- Based on 40 hour work week (5 days - 8 hour or 4 days - 10 hour).
- Per Diem rates will be paid for random single services or multiple scattered services when circumstances -- such as travel distances, digging conditions or other factors -- do not allow Contractor to reasonably complete the job(s) in the same work day in a cost effective manner. In all events, this type of work must be approved in advance by engineer.
- Service Length is the distance from service connection tee (punch tee) to bend in riser.
- The average length of services are approximately 62 feet.

### **PE SERVICE REPLACEMENT: Replacement of Steel or Plastic Service Pipe with PE Pipe**

Service replacement work, in conjunction/coordination with main replacement, shall include:

- Scheduling; excavation and trenching; boring; street crossing installations; shoring; dust control; PE fusions and welding; installing and gassing new pipe; disconnecting and purging existing piping; pressure testing; backfilling; compactable (95%) bedding and shading material; base material; final paving; removal, haul off, dumping, clean-up, restoration and other work involved in the installation and abandonment of gas facilities; and providing basic traffic control setup and devices (signs, barricades, delineator, arrow boards, etc.) conforming to MUTCD where a Traffic Control permit is not required;
- PE pipe, appurtenance and fittings installation in accordance to Specification G-228P, G-228S, and G-228A;
- New service to main connection (Punch Tee or Service Tee with transition fitting), excess flow valve and riser installation;
- Cut and remove existing riser;
- Locate and clear by CCTV sewer laterals from potential cross bores in accordance with G-228P – to be charged separately per sewer lateral under miscellaneous rates;
- Property restoration to match existing conditions;
- For bid purposes, 1/2" service installations shall be inserted into existing steel pipe.

### **PE SERVICE INSTALLATION: New Installations of PE Service Pipe**

Installation work shall include:

- Scheduling; excavation and trenching; boring; street crossing installations; shoring; dust control; PE fusions and welding; installing and gassing new pipe; pressure testing; backfilling; compactable (95%) bedding and shading material; base material; final paving; removal, haul off, dumping, clean-up, restoration and other work involved in the installation of gas facilities; and providing basic traffic control setup and devices (signs, barricades, delineator, arrow boards, etc.) conforming to MUTCD where a Traffic Control permit is not required;
- PE pipe, appurtenance and fittings installation in accordance to Specification G-228P, G-228S, and G-228A;

- New service to main connection(Punch Tee or Service Tee with transition fitting), excess flow valve and riser installation;
- Locate and clear by CCTV sewer laterals from potential cross bores in accordance with G-228P – to be charged separately per sewer lateral under miscellaneous rates;
- Property restoration to match existing conditions;
- For bid purposes, 1/2" service installations shall be inserted into existing steel pipe.

**SERVICE ABANDONMENT: Abandonment Only of Steel or Plastic Service Pipe**

Abandonment work shall include:

- Scheduling; excavation and trenching; shoring; dust control; PE fusions and welding; squeezing of 1/2" to 2" PE pipelines; blow down & purging existing pipe; disconnecting at service to main connection, if specified; backfilling; compactable (95%) bedding and shading material; base material; final paving; removal, haul off, dumping, clean-up, restoration and other work involved in the abandonment of gas facilities; and providing basic traffic control setup and devices (signs, barricades, delineator, arrow boards, etc.) conforming to MUTCD where a Traffic Control permit is not required;
- Service abandonment shall be priced per service line regardless of length;
- Property restoration to match existing conditions;
- PE pipe, appurtenance and fittings abandonment in accordance to Specification G-228P, G-228S, and G-228A.

**PE MAIN REPLACEMENT (HDD)**

Pavement Type: Asphalt - x ≤ 5" thick

Line Item No.	Description	Unit	Unit Price	Comments
	<u>Total Project Main Footage: 501' - 1,000'</u>			
1	Main Replacement - 2" PE Coil Pipe	linear foot (lf)	\$154.35	1 Foreman, 1 Welder, 4 Laborers, 1 Backhoe (with operator), + Vehicles Includes abandonment of pipe size 3" or less
2	Main Replacement - 4" PE Stick Pipe (40' Sticks)	linear foot (lf)	\$190.85	1 Foreman, 1 Welder, 4 Laborers, 1 Backhoe (with operator), + Vehicles Includes abandonment of like size or less
3	Main Replacement - 6" PE Stick Pipe (40' Sticks)	linear foot (lf)	\$256.50	1 Foreman, 1 Welder, 4 Laborers, 1 Backhoe (with operator), + Vehicles Includes abandonment of like size or less
4	Main Replacement - 8" PE Stick Pipe (40' Sticks)	linear foot (lf)	\$283.05	1 Foreman, 1 Welder, 4 Laborers, 1 Backhoe (with operator), + Vehicles Includes abandonment of like size or less
	<u>Total Project Main Footage: 1,001' - 5,000'</u>			
5	Main Replacement - 2" PE Coil Pipe	linear foot (lf)	\$100.00	1 Foreman, 1 Welder, 4 Laborers, 1 Backhoe (with operator), + Vehicles Includes abandonment of pipe size 3" or less
6	Main Replacement - 4" PE Stick Pipe	linear foot (lf)	\$114.70	1 Foreman, 1 Welder, 4 Laborers, 1 Backhoe (with operator), + Vehicles Includes abandonment of like size or less
7	Main Replacement - 6" PE Stick Pipe	linear foot (lf)	\$153.60	1 Foreman, 1 Welder, 4 Laborers, 1 Backhoe (with operator), + Vehicles Includes abandonment of like size or less
8	Main Replacement - 8" PE Stick Pipe	linear foot (lf)	\$177.25	1 Foreman, 1 Welder, 4 Laborers, 1 Backhoe (with operator), + Vehicles Includes abandonment of like size or less
	<u>Total Project Main Footage: 5,001' - 10,000'</u>			
9	Main Replacement - 2" PE Coil Pipe	linear foot (lf)	\$77.35	1 Foreman, 1 Welder, 4 Laborers, 1 Backhoe (with operator), + Vehicles Includes abandonment of pipe size 3" or less
10	Main Replacement - 4" PE Stick Pipe	linear foot (lf)	\$85.20	1 Foreman, 1 Welder, 4 Laborers, 1 Backhoe (with operator), + Vehicles Includes abandonment of like size or less
11	Main Replacement - 6" PE Stick Pipe	linear foot (lf)	\$116.85	1 Foreman, 1 Welder, 4 Laborers, 1 Backhoe (with operator), + Vehicles Includes abandonment of like size or less
12	Main Replacement - 8" PE Stick Pipe	linear foot (lf)	\$141.05	1 Foreman, 1 Welder, 4 Laborers, 1 Backhoe (with operator), + Vehicles Includes abandonment of like size or less
	<u>Total Project Main Footage: 10,001' +</u>			
13	Main Replacement - 2" PE Coil Pipe	linear foot (lf)	\$74.80	1 Foreman, 1 Welder, 4 Laborers, 1 Backhoe (with operator), + Vehicles Includes abandonment of pipe size 3" or less
14	Main Replacement - 4" PE Stick Pipe	linear foot (lf)	\$82.45	1 Foreman, 1 Welder, 4 Laborers, 1 Backhoe (with operator), + Vehicles Includes abandonment of like size or less
15	Main Replacement - 6" PE Stick Pipe	linear foot (lf)	\$112.60	1 Foreman, 1 Welder, 4 Laborers, 1 Backhoe (with operator), + Vehicles Includes abandonment of like size or less
16	Main Replacement - 8" PE Stick Pipe	linear foot (lf)	\$135.10	1 Foreman, 1 Welder, 4 Laborers, 1 Backhoe (with operator), + Vehicles Includes abandonment of like size or less
	<u>Add-On Charges</u>			Add-On charges must be authorized by LBG0 prior to work being performed
17	Extra Asphalt Pavement thickness (per 2" increment) for x > 5" (501' - 1,000')	square foot (sf)	\$8.60	Total add-on cost = unit price * trench area * # of additional 2" increments above 4" thick Unit Price includes: sawcut, excavate, additional materials & time, hauloff, replacement
18	Extra Asphalt Pavement thickness (per 2" increment) for x > 5" (1,000' +)	square foot (sf)	\$8.40	Total add-on cost = unit price * trench area * # of additional 2" increments above 4" thick Unit Price includes: sawcut, excavate, additional materials & time, hauloff, replacement

Long Beach Gas Oil

City of Long Beach

C

Division C - Bid Document

U-532

**PE MAIN REPLACEMENT (HDD)**

Pavement Type: PCC - x ≤ 4" thick

Line Item No.	Description	Unit	Unit Price	Comments
19	Total Project Main Footage: 501' - 1,000' Main Replacement - 2" PE Coil Pipe	linear foot (lf)	\$159.60	1 Foreman, 1 Welder, 4 Laborers, 1 Backhoe (with operator), + Vehicles Includes abandonment of pipe size 3" or less
20	Main Replacement - 4" PE Stick Pipe	linear foot (lf)	\$197.35	1 Foreman, 1 Welder, 4 Laborers, 1 Backhoe (with operator), + Vehicles Includes abandonment of like size or less
21	Main Replacement - 6" PE Stick Pipe	linear foot (lf)	\$265.25	1 Foreman, 1 Welder, 4 Laborers, 1 Backhoe (with operator), + Vehicles Includes abandonment of like size or less
22	Main Replacement - 8" PE Stick Pipe	linear foot (lf)	\$292.70	1 Foreman, 1 Welder, 4 Laborers, 1 Backhoe (with operator), + Vehicles Includes abandonment of like size or less
	<u>Total Project Main Footage: 1,001' - 5,000'</u>			
23	Main Replacement - 2" PE Coil Pipe	linear foot (lf)	\$102.60	1 Foreman, 1 Welder, 4 Laborers, 1 Backhoe (with operator), + Vehicles Includes abandonment of pipe size 3" or less
24	Main Replacement - 4" PE Stick Pipe	linear foot (lf)	\$117.65	1 Foreman, 1 Welder, 4 Laborers, 1 Backhoe (with operator), + Vehicles Includes abandonment of like size or less
25	Main Replacement - 6" PE Stick Pipe	linear foot (lf)	\$157.60	1 Foreman, 1 Welder, 4 Laborers, 1 Backhoe (with operator), + Vehicles Includes abandonment of like size or less
26	Main Replacement - 8" PE Stick Pipe	linear foot (lf)	\$181.85	1 Foreman, 1 Welder, 4 Laborers, 1 Backhoe (with operator), + Vehicles Includes abandonment of like size or less
	<u>Total Project Main Footage: 5,001' - 10,000'</u>			
27	Main Replacement - 2" PE Coil Pipe	linear foot (lf)	\$79.35	1 Foreman, 1 Welder, 4 Laborers, 1 Backhoe (with operator), + Vehicles Includes abandonment of pipe size 3" or less
28	Main Replacement - 4" PE Stick Pipe	linear foot (lf)	\$87.45	1 Foreman, 1 Welder, 4 Laborers, 1 Backhoe (with operator), + Vehicles Includes abandonment of like size or less
29	Main Replacement - 6" PE Stick Pipe	linear foot (lf)	\$119.85	1 Foreman, 1 Welder, 4 Laborers, 1 Backhoe (with operator), + Vehicles Includes abandonment of like size or less
30	Main Replacement - 8" PE Stick Pipe	linear foot (lf)	\$144.70	1 Foreman, 1 Welder, 4 Laborers, 1 Backhoe (with operator), + Vehicles Includes abandonment of like size or less
	<u>Total Project Main Footage: 10,001' +</u>			
31	Main Replacement - 2" PE Coil Pipe	linear foot (lf)	\$76.75	1 Foreman, 1 Welder, 4 Laborers, 1 Backhoe (with operator), + Vehicles Includes abandonment of pipe size 3" or less
32	Main Replacement - 4" PE Stick Pipe	linear foot (lf)	\$84.60	1 Foreman, 1 Welder, 4 Laborers, 1 Backhoe (with operator), + Vehicles Includes abandonment of like size or less
33	Main Replacement - 6" PE Stick Pipe	linear foot (lf)	\$115.55	1 Foreman, 1 Welder, 4 Laborers, 1 Backhoe (with operator), + Vehicles Includes abandonment of like size or less
34	Main Replacement - 8" PE Stick Pipe	linear foot (lf)	\$138.65	1 Foreman, 1 Welder, 4 Laborers, 1 Backhoe (with operator), + Vehicles Includes abandonment of like size or less
	<u>Add-On Charges</u>			
35	Extra PCC Pavement thickness (per 2" increment) for x > 4" (501' - 1000')	square foot (sf)	\$9.75	Total add-on cost = unit price * trench area * # of additional 2" increments above 4" thick Unit Price includes: sawcut, excavate, additional materials & time, hauloff, replacement
36	Extra PCC Pavement thickness (per 2" increment) for x > 4" (1000' +)	square foot (sf)	\$9.60	Total add-on cost = unit price * trench area * # of additional 2" increments above 4" thick Unit Price includes: sawcut, excavate, additional materials & time, hauloff, replacement

**PE MAIN INSTALLATION (HDD)**

Pavement Type: Asphalt - x 5" thick

Line Item No.	Description	Unit	Unit Price	Comments
	<u>Total Project Main Footage: 501' - 1,000'</u>			
37	Main Installation - 2" PE Coil Pipe	linear foot (lf)	\$150.75	1 Foreman, 1 Welder, 4 Laborers, 1 Backhoe (with operator), + Vehicles
38	Main Installation - 4" PE Stick Pipe (40' Sticks)	linear foot (lf)	\$186.65	1 Foreman, 1 Welder, 4 Laborers, 1 Backhoe (with operator), + Vehicles
39	Main Installation - 6" PE Stick Pipe (40' Sticks)	linear foot (lf)	\$235.75	1 Foreman, 1 Welder, 4 Laborers, 1 Backhoe (with operator), + Vehicles
40	Main Installation - 8" PE Stick Pipe (40' Sticks)	linear foot (lf)	\$260.35	1 Foreman, 1 Welder, 4 Laborers, 1 Backhoe (with operator), + Vehicles
	<u>Total Project Main Footage: 1,001' - 5,000'</u>			
41	Main Installation - 2" PE Coil Pipe	linear foot (lf)	\$94.50	1 Foreman, 1 Welder, 4 Laborers, 1 Backhoe (with operator), + Vehicles
42	Main Installation - 4" PE Stick Pipe	linear foot (lf)	\$108.10	1 Foreman, 1 Welder, 4 Laborers, 1 Backhoe (with operator), + Vehicles
43	Main Installation - 6" PE Stick Pipe	linear foot (lf)	\$145.15	1 Foreman, 1 Welder, 4 Laborers, 1 Backhoe (with operator), + Vehicles
44	Main Installation - 8" PE Stick Pipe	linear foot (lf)	\$168.95	1 Foreman, 1 Welder, 4 Laborers, 1 Backhoe (with operator), + Vehicles
	<u>Total Project Main Footage: 5,001' - 10,000'</u>			
45	Main Installation - 2" PE Coil Pipe	linear foot (lf)	\$72.90	1 Foreman, 1 Welder, 4 Laborers, 1 Backhoe (with operator), + Vehicles
46	Main Installation - 4" PE Stick Pipe	linear foot (lf)	\$79.85	1 Foreman, 1 Welder, 4 Laborers, 1 Backhoe (with operator), + Vehicles
47	Main Installation - 6" PE Stick Pipe	linear foot (lf)	\$112.60	1 Foreman, 1 Welder, 4 Laborers, 1 Backhoe (with operator), + Vehicles
48	Main Installation - 8" PE Stick Pipe	linear foot (lf)	\$136.40	1 Foreman, 1 Welder, 4 Laborers, 1 Backhoe (with operator), + Vehicles
	<u>Total Project Main Footage: 10,001' +</u>			
49	Main Installation - 2" PE Coil Pipe	linear foot (lf)	\$69.40	1 Foreman, 1 Welder, 4 Laborers, 1 Backhoe (with operator), + Vehicles
50	Main Installation - 4" PE Stick Pipe	linear foot (lf)	\$76.10	1 Foreman, 1 Welder, 4 Laborers, 1 Backhoe (with operator), + Vehicles
51	Main Installation - 6" PE Stick Pipe	linear foot (lf)	\$108.35	1 Foreman, 1 Welder, 4 Laborers, 1 Backhoe (with operator), + Vehicles
52	Main Installation - 8" PE Stick Pipe	linear foot (lf)	\$130.45	1 Foreman, 1 Welder, 4 Laborers, 1 Backhoe (with operator), + Vehicles
	<u>Add-On Charges</u>			
53	Extra Asphalt Pavement thickness (per 2" increment) for x > 5" (501' - 1,000')	square foot (sf)	\$8.60	Add-On charges must be authorized by LBGO prior to work being performed Total add-on cost = unit price * trench area * # of additional 2" increments above 4" thick Unit Price includes: sawcut, excavate, additional materials & time, hauloff, replacement
54	Extra Asphalt Pavement thickness (per 2" increment) for x > 5" (1,000' +)	square foot (sf)	\$8.40	Total add-on cost = unit price * trench area * # of additional 2" increments above 4" thick Unit Price includes: sawcut, excavate, additional materials & time, hauloff, replacement



**PE MAIN INSTALLATION (HDD)**

Pavement Type: PCC - x ≤ 4" thick

Line Item No.	Description	Unit	Unit Price	Comments
	<u>Total Project Main Footage: 501' - 1,000'</u>			
55	Main Installation - 2" PE Coil Pipe	linear foot (lf)	\$155.90	1 Foreman, 1 Welder, 4 Laborers, 1 Backhoe (with operator), + Vehicles
56	Main Installation - 4" PE Stick Pipe (40' Sticks)	linear foot (lf)	\$193.00	1 Foreman, 1 Welder, 4 Laborers, 1 Backhoe (with operator), + Vehicles
57	Main Installation - 6" PE Stick Pipe (40' Sticks)	linear foot (lf)	\$243.75	1 Foreman, 1 Welder, 4 Laborers, 1 Backhoe (with operator), + Vehicles
58	Main Installation - 8" PE Stick Pipe (40' Sticks)	linear foot (lf)	\$269.20	1 Foreman, 1 Welder, 4 Laborers, 1 Backhoe (with operator), + Vehicles
	<u>Total Project Main Footage: 1,001' - 5,000'</u>			
59	Main Installation - 2" PE Coil Pipe	linear foot (lf)	\$97.00	1 Foreman, 1 Welder, 4 Laborers, 1 Backhoe (with operator), + Vehicles
60	Main Installation - 4" PE Stick Pipe	linear foot (lf)	\$110.90	1 Foreman, 1 Welder, 4 Laborers, 1 Backhoe (with operator), + Vehicles
61	Main Installation - 6" PE Stick Pipe	linear foot (lf)	\$148.95	1 Foreman, 1 Welder, 4 Laborers, 1 Backhoe (with operator), + Vehicles
62	Main Installation - 8" PE Stick Pipe	linear foot (lf)	\$173.30	1 Foreman, 1 Welder, 4 Laborers, 1 Backhoe (with operator), + Vehicles
	<u>Total Project Main Footage: 5,001' - 10,000'</u>			
63	Main Installation - 2" PE Coil Pipe	linear foot (lf)	\$74.80	1 Foreman, 1 Welder, 4 Laborers, 1 Backhoe (with operator), + Vehicles
64	Main Installation - 4" PE Stick Pipe	linear foot (lf)	\$81.90	1 Foreman, 1 Welder, 4 Laborers, 1 Backhoe (with operator), + Vehicles
65	Main Installation - 6" PE Stick Pipe	linear foot (lf)	\$115.55	1 Foreman, 1 Welder, 4 Laborers, 1 Backhoe (with operator), + Vehicles
66	Main Installation - 8" PE Stick Pipe	linear foot (lf)	\$139.95	1 Foreman, 1 Welder, 4 Laborers, 1 Backhoe (with operator), + Vehicles
	<u>Total Project Main Footage: 10,001' +</u>			
67	Main Installation - 2" PE Coil Pipe	linear foot (lf)	\$71.20	1 Foreman, 1 Welder, 4 Laborers, 1 Backhoe (with operator), + Vehicles
68	Main Installation - 4" PE Stick Pipe	linear foot (lf)	\$78.10	1 Foreman, 1 Welder, 4 Laborers, 1 Backhoe (with operator), + Vehicles
69	Main Installation - 6" PE Stick Pipe	linear foot (lf)	\$111.15	1 Foreman, 1 Welder, 4 Laborers, 1 Backhoe (with operator), + Vehicles
70	Main Installation - 8" PE Stick Pipe	linear foot (lf)	\$133.85	1 Foreman, 1 Welder, 4 Laborers, 1 Backhoe (with operator), + Vehicles
	<b>Add-On Charges</b>			Add-On charges must be authorized by LBGO prior to work being performed
71	Extra PCC Pavement thickness (per 2" increment) for x > 4" (501' - 1,000')	square foot (sf)	\$9.75	Total add-on cost = unit price * trench area * # of additional 2" increments above 4" thick Unit Price includes: sawcut, excavate, additional materials & time, hauloff, replacement
72	Extra PCC Pavement thickness (per 2" increment) for x > 4" (1,000' +)	square foot (sf)	\$9.60	Total add-on cost = unit price * trench area * # of additional 2" increments above 4" thick Unit Price includes: sawcut, excavate, additional materials & time, hauloff, replacement

**EXISTING MAIN ABANDONMENT**

Pavement Type: Asphalt - x ≤ 5" thick

Line Item No.	Description	Unit	Unit Price	Comments
	<u>Total Project Abandonment Footage: 501' - 1000'</u>			
73	Main Abandonment - Pipe Diameter ≤ 4"	linear foot (lf)	\$15.35	1 Foreman, 1 Welder/Fitter, 4 Laborers, 1 Backhoe (with operator), + Vehicles
74	Main Abandonment - Pipe Diameter ≥ 6"	linear foot (lf)	\$27.20	1 Foreman, 1 Welder/Fitter, 4 Laborers, 1 Backhoe (with operator), + Vehicles
	<u>Total Project Abandonment Footage: 1001' +</u>			
75	Main Abandonment - Pipe Diameter ≤ 4"	linear foot (lf)	\$12.15	1 Foreman, 1 Welder/Fitter, 4 Laborers, 1 Backhoe (with operator), + Vehicles
76	Main Abandonment - Pipe Diameter ≥ 6"	linear foot (lf)	\$7.80	1 Foreman, 1 Welder/Fitter, 4 Laborers, 1 Backhoe (with operator), + Vehicles
	<u>Add-On Charges</u>			Add-On charges must be authorized by LBGO prior to work being performed
77	Extra Asphalt Pavement thickness (per 2" increment) for x > 5" (501' - 1000')	square foot (sf)	\$8.60	Total add-on cost = unit price * trench area * # of additional 2" increments above 4" thick Unit Price includes: sawcut, excavate, additional materials & time, hauloff, replacement
78	Extra Asphalt Pavement thickness (per 2" increment) for x > 5" (1001' +)	square foot (sf)	\$8.40	Total add-on cost = unit price * trench area * # of additional 2" increments above 4" thick Unit Price includes: sawcut, excavate, additional materials & time, hauloff, replacement

**EXISTING MAIN ABANDONMENT**

Pavement Type: PCC - x ≤ 4" thick

Line Item No.	Description	Unit	Unit Price	Comments
	<u>Total Project Abandonment Footage: 501' - 1000'</u>			
79	Main Abandonment - Pipe Diameter ≤ 4"	linear foot (lf)	\$15.90	1 Foreman, 1 Welder/Fitter, 4 Laborers, 1 Backhoe (with operator), + Vehicles
80	Main Abandonment - Pipe Diameter ≥ 6"	linear foot (lf)	\$27.90	1 Foreman, 1 Welder/Fitter, 4 Laborers, 1 Backhoe (with operator), + Vehicles
	<u>Total Project Abandonment Footage: 1001' +</u>			
81	Main Abandonment - Pipe Diameter ≤ 4"	linear foot (lf)	\$12.55	1 Foreman, 1 Welder/Fitter, 4 Laborers, 1 Backhoe (with operator), + Vehicles
82	Main Abandonment - Pipe Diameter ≥ 6"	linear foot (lf)	\$8.00	1 Foreman, 1 Welder/Fitter, 4 Laborers, 1 Backhoe (with operator), + Vehicles
	<u>Add-On Charges</u>			Add-On charges must be authorized by LBGO prior to work being performed
83	Extra PCC Pavement thickness (per 2" increment) for x > 4" (501' - 1000')	square foot (sf)	\$9.75	Total add-on cost = unit price * trench area * # of additional 2" increments above 4" thick Unit Price includes: sawcut, excavate, additional materials & time, hauloff, replacement
84	Extra PCC Pavement thickness (per 2" increment) for x > 4" (1001' +)	square foot (sf)	\$9.60	Total add-on cost = unit price * trench area * # of additional 2" increments above 4" thick Unit Price includes: sawcut, excavate, additional materials & time, hauloff, replacement

**POLYETHYLENE SERVICE REPLACEMENT**

Line Item No.	Description	Unit	Unit Price	Comments
	PE Service Tie-over			
85	Service Tie-over - < 3/4" PE Pipe	per service (ea)	\$1,104.00	1 Foreman, 1 Welder/Fitter, 4 Laborers/Fitters, 1 Backhoe (with operator), + Vehicles
86	Service Tie-over - 3/4", 1", 1 1/4" PE Pipe	per service (ea)	\$1,211.00	1 Foreman, 1 Welder/Fitter, 4 Laborers/Fitters, 1 Backhoe (with operator), + Vehicles
87	Service Tie-over - 2" PE Pipe	per service (ea)	\$2,067.00	1 Foreman, 1 Welder/Fitter, 4 Laborers/Fitters, 1 Backhoe (with operator), + Vehicles
	PE Service Count: < 20			
88	Service Replacement - < 3/4" PE Pipe	per service (ea)	\$1,311.00	1 Foreman, 1 Welder/Fitter, 4 Laborers/Fitters, 1 Backhoe (with operator), + Vehicles
89	Service Replacement - 3/4", 1", 1 1/4" PE Pipe	per service (ea)	\$1,797.00	1 Foreman, 1 Welder/Fitter, 4 Laborers/Fitters, 1 Backhoe (with operator), + Vehicles
90	Service Replacement - 2" PE Pipe	per service (ea)	\$3,040.00	1 Foreman, 1 Welder/Fitter, 4 Laborers/Fitters, 1 Backhoe (with operator), + Vehicles
	PE Service Count: 21 - 50			
91	Service Replacement - < 3/4" PE Pipe	per service (ea)	\$1,277.00	1 Foreman, 1 Welder/Fitter, 4 Laborers/Fitters, 1 Backhoe (with operator), + Vehicles
92	Service Replacement - 3/4", 1", 1 1/4" PE Pipe	per service (ea)	\$1,731.00	1 Foreman, 1 Welder/Fitter, 4 Laborers/Fitters, 1 Backhoe (with operator), + Vehicles
93	Service Replacement - 2" PE Pipe	per service (ea)	\$2,828.00	1 Foreman, 1 Welder/Fitter, 4 Laborers/Fitters, 1 Backhoe (with operator), + Vehicles
	PE Service Count: 51 - 200			
94	Service Replacement - < 3/4" PE Pipe	per service (ea)	\$1,246.00	1 Foreman, 1 Welder/Fitter, 4 Laborers/Fitters, 1 Backhoe (with operator), + Vehicles
95	Service Replacement - 3/4", 1", 1 1/4" PE Pipe	per service (ea)	\$1,696.00	1 Foreman, 1 Welder/Fitter, 4 Laborers/Fitters, 1 Backhoe (with operator), + Vehicles
96	Service Replacement - 2" PE Pipe	per service (ea)	\$2,742.00	1 Foreman, 1 Welder/Fitter, 4 Laborers/Fitters, 1 Backhoe (with operator), + Vehicles
	PE Service Count: 200 - 400			
97	Service Replacement - < 3/4" PE Pipe	per service (ea)	\$1,216.00	1 Foreman, 1 Welder/Fitter, 4 Laborers/Fitters, 1 Backhoe (with operator), + Vehicles
98	Service Replacement - 3/4", 1", 1 1/4" PE Pipe	per service (ea)	\$1,639.00	1 Foreman, 1 Welder/Fitter, 4 Laborers/Fitters, 1 Backhoe (with operator), + Vehicles
99	Service Replacement - 2" PE Pipe	per service (ea)	\$2,577.00	1 Foreman, 1 Welder/Fitter, 4 Laborers/Fitters, 1 Backhoe (with operator), + Vehicles
	PE Service Count: 401 +			
100	Service Replacement - < 3/4" PE Pipe	per service (ea)	\$1,188.00	1 Foreman, 1 Welder/Fitter, 4 Laborers/Fitters, 1 Backhoe (with operator), + Vehicles
101	Service Replacement - 3/4", 1", 1 1/4" PE Pipe	per service (ea)	\$1,585.00	1 Foreman, 1 Welder/Fitter, 4 Laborers/Fitters, 1 Backhoe (with operator), + Vehicles
102	Service Replacement - 2" PE Pipe	per service (ea)	\$2,432.00	1 Foreman, 1 Welder/Fitter, 4 Laborers/Fitters, 1 Backhoe (with operator), + Vehicles
	PE Service Riser Replacement			
103	Service Riser Replacement - < 3/4" PE Pipe	per service (ea)	\$248.00	1 Foreman, 1 Welder/Fitter, 4 Laborers/Fitters, 1 Backhoe (with operator), + Vehicles
104	Service Riser Replacement - 3/4", 1", 1 1/4" PE Pipe	per service (ea)	\$275.00	1 Foreman, 1 Welder/Fitter, 4 Laborers/Fitters, 1 Backhoe (with operator), + Vehicles
105	Service Riser Replacement - 2" PE Pipe	per service (ea)	\$311.00	1 Foreman, 1 Welder/Fitter, 4 Laborers/Fitters, 1 Backhoe (with operator), + Vehicles

POLYETHYLENE SERVICE INSTALLATION				
Line Item No.	Description	Unit	Unit Price	Comments
	PE Service Count: < 20			
106	Service Installation - < 3/4" PE Pipe	per service (ea)	\$1,285.00	1 Foreman, 1 Welder/Fitter, 4 Laborers/Fitters, 1 Backhoe (with operator), + Vehicles
107	Service Installation - 3/4", 1", 1 1/4" PE Pipe	per service (ea)	\$1,762.00	1 Foreman, 1 Welder/Fitter, 4 Laborers/Fitters, 1 Backhoe (with operator), + Vehicles
108	Service Installation - 2" PE Pipe	per service (ea)	\$2,981.00	1 Foreman, 1 Welder/Fitter, 4 Laborers/Fitters, 1 Backhoe (with operator), + Vehicles
	PE Service Count: 20 - 50			
109	Service Installation - < 3/4" PE Pipe	per service (ea)	\$1,252.00	1 Foreman, 1 Welder/Fitter, 4 Laborers/Fitters, 1 Backhoe (with operator), + Vehicles
110	Service Installation - 3/4", 1", 1 1/4" PE Pipe	per service (ea)	\$1,697.00	1 Foreman, 1 Welder/Fitter, 4 Laborers/Fitters, 1 Backhoe (with operator), + Vehicles
111	Service Installation - 2" PE Pipe	per service (ea)	\$2,773.00	1 Foreman, 1 Welder/Fitter, 4 Laborers/Fitters, 1 Backhoe (with operator), + Vehicles
	PE Service Count: 51 - 200			
112	Service Installation - < 3/4" PE Pipe	per service (ea)	\$1,221.00	1 Foreman, 1 Welder/Fitter, 4 Laborers/Fitters, 1 Backhoe (with operator), + Vehicles
113	Service Installation - 3/4", 1", 1 1/4" PE Pipe	per service (ea)	\$1,663.00	1 Foreman, 1 Welder/Fitter, 4 Laborers/Fitters, 1 Backhoe (with operator), + Vehicles
114	Service Installation - 2" PE Pipe	per service (ea)	\$2,688.00	1 Foreman, 1 Welder/Fitter, 4 Laborers/Fitters, 1 Backhoe (with operator), + Vehicles
	PE Service Count: 200 - 400			
115	Service Installation - < 3/4" PE Pipe	per service (ea)	\$1,192.00	1 Foreman, 1 Welder/Fitter, 4 Laborers/Fitters, 1 Backhoe (with operator), + Vehicles
116	Service Installation - 3/4", 1", 1 1/4" PE Pipe	per service (ea)	\$1,606.00	1 Foreman, 1 Welder/Fitter, 4 Laborers/Fitters, 1 Backhoe (with operator), + Vehicles
117	Service Installation - 2" PE Pipe	per service (ea)	\$2,527.00	1 Foreman, 1 Welder/Fitter, 4 Laborers/Fitters, 1 Backhoe (with operator), + Vehicles
	PE Service Count: 401 +			
118	Service Installation - < 3/4" PE Pipe	per service (ea)	\$1,164.00	1 Foreman, 1 Welder/Fitter, 4 Laborers/Fitters, 1 Backhoe (with operator), + Vehicles
119	Service Installation - 3/4", 1", 1 1/4" PE Pipe	per service (ea)	\$1,554.00	1 Foreman, 1 Welder/Fitter, 4 Laborers/Fitters, 1 Backhoe (with operator), + Vehicles
120	Service Installation - 2" PE Pipe	per service (ea)	\$2,384.00	1 Foreman, 1 Welder/Fitter, 4 Laborers/Fitters, 1 Backhoe (with operator), + Vehicles

**EXISTING SERVICE ABANDONMENT**

Line Item No.	Description	Unit	Unit Price	Comments
121	Service Abandonment - < 3/4" PE Pipe	per service (ea)	\$2,498.00	1 Foreman, 1 Welder/Fitter, 4 Laborers/Fitters, 1 Backhoe (with operator), + Vehicles
122	Service Abandonment - 3/4", 1", 1 1/4" PE Pipe	per service (ea)	\$2,717.00	1 Foreman, 1 Welder/Fitter, 4 Laborers/Fitters, 1 Backhoe (with operator), + Vehicles
123	Service Abandonment - 2" PE Pipe	per service (ea)	\$4,431.00	1 Foreman, 1 Welder/Fitter, 4 Laborers/Fitters, 1 Backhoe (with operator), + Vehicles

**PER DIEM & MISCELLANEOUS RATES**

Line Item No.	Description	Unit	Unit Price	Comments
124	Extra Depth Cover (per additional foot) > 5' deep include shoring	cubic yard (cy)	\$735.00	
125	Additional Excavation of Bell hole/Trench - Asphalt ≤ 5" thick	cubic yard (cy)	\$1,389.00	Total added cost = unit price * volume of additional excavation
126	Additional Excavation of Bell hole/Trench - PCC ≤ 4" thick	cubic yard (cy)	\$1,497.00	Total added cost = unit price * volume of additional excavation
127	Add on Charge for Additional Excavation - Asphalt > 5" thick	cubic yard (cy)	\$247.00	Unit Price includes: saw cut, excavate, additional materials & time, haul off, replacement (up to 5' depth)
128	Add on Charge for Additional Excavation - PCC > 4" thick	cubic yard (cy)	\$279.00	
129	1" SAV - Install Tap, Stop & Complete	each (ea)	\$332.00	
130	2" SAV - Install Tap, Stop & Complete	each (ea)	\$703.00	
131	2" Half Encirclement Pressure Control Fitting - Install, Tap, Stop & Complete	each (ea)	\$1,053.00	
132	3" Half Encirclement Pressure Control Fitting - Install, Tap, Stop & Complete	each (ea)	\$1,405.00	
133	4" Half Encirclement Pressure Control Fitting - Install, Tap, Stop & Complete	each (ea)	\$1,475.00	
134	2" Full Encirclement Pressure Control Fitting - Install only	each (ea)	\$871.00	
135	3" Full Encirclement Pressure Control Fitting - Install only	each (ea)	\$1,755.00	
136	4" Full Encirclement Pressure Control Fitting - Install only	each (ea)	\$2,106.00	
137	6" Full Encirclement Pressure Control Fitting - Install only	each (ea)	\$2,571.00	
138	8" Full Encirclement Pressure Control Fitting - Install only	each (ea)	\$2,785.00	
139	2" Full Encirclement Pressure Control Fitting - Tap, Stop, & Complete	each (ea)	\$1,291.00	
140	3" Full Encirclement Pressure Control Fitting - Tap, Stop, & Complete	each (ea)	\$3,121.00	
141	4" Full Encirclement Pressure Control Fitting - Tap, Stop, & Complete	each (ea)	\$4,253.00	
142	6" Full Encirclement Pressure Control Fitting - Tap, Stop, & Complete	each (ea)	\$5,506.00	
143	8" Full Encirclement Pressure Control Fitting - Tap, Stop, & Complete	each (ea)	\$6,664.00	
144	2" Tie-in Fitting (e.g. 45, 90 ell, reducer, TF, pup, etc.) - includes 1 weld	each (ea)	\$582.00	If applicable, nominal diameter corresponds to larger side of fitting
145	3" Tie-in Fitting (e.g. 45, 90 ell, reducer, TF, pup, etc.) - includes 1 weld	each (ea)	\$873.00	If applicable, nominal diameter corresponds to larger side of fitting
146	4" Tie-in Fitting (e.g. 45, 90 ell, reducer, TF, pup, etc.) - includes 1 weld	each (ea)	\$1,164.00	If applicable, nominal diameter corresponds to larger side of fitting
147	6" Tie-in Fitting (e.g. 45, 90 ell, reducer, TF, pup, etc.) - includes 1 weld	each (ea)	\$1,420.00	If applicable, nominal diameter corresponds to larger side of fitting
148	8" Tie-in Fitting (e.g. 45, 90 ell, reducer, TF, pup, etc.) - includes 1 weld	each (ea)	\$1,615.00	If applicable, nominal diameter corresponds to larger side of fitting
149	2" Tie-in Fitting (e.g. weld tee, pup, etc) - includes 2 welds	each (ea)	\$1,164.00	If applicable, nominal diameter corresponds to larger side of fitting
150	3" Tie-in Fitting (e.g. weld tee, pup, etc) - includes 2 welds	each (ea)	\$1,746.00	If applicable, nominal diameter corresponds to larger side of fitting
151	4" Tie-in Fitting (e.g. weld tee, pup, etc) - includes 2 welds	each (ea)	\$2,328.00	If applicable, nominal diameter corresponds to larger side of fitting
152	6" Tie-in Fitting (e.g. weld tee, pup, etc) - includes 2 welds	each (ea)	\$2,839.00	If applicable, nominal diameter corresponds to larger side of fitting
153	8" Tie-in Fitting (e.g. weld tee, pup, etc) - includes 2 welds	each (ea)	\$3,230.00	If applicable, nominal diameter corresponds to larger side of fitting

LongBeach Gas Oil

City of Long Beach

C

Division C - Bid Document

G-332

**PER DIEM & MISCELLANEOUS RATES**

Line Item No.	Description	Unit	Unit Price	Comments
154	1" 1 1/4", 2" PE Ball Valve Installation	each (ea)	\$391.00	
155	4" PE Ball Valve Installation	each (ea)	\$586.00	
156	6" PE Ball Valve Installation	each (ea)	\$956.00	
157	Locate Sewer Lateral	each (ea)	\$198.00	
158	Post inspection CCTV survey of sewer lateral	each (ea)	\$156.00	
159	Install Concrete Bollard	each (ea)	\$318.00	
160	Grind/Sink - 1" Steel Plate	square foot (sf)	\$13.00	
161	Repair of Traffic Signal Loops	each (ea)	\$518.00	
162	Installation of Electronic Test Station(ETS)	each (ea)	\$386.00	
163	Potholing - Vacuum Truck	each (ea)	\$330.00	
164	California Department of Transportation - Tandem Construction Permit	each (ea)		Permit Cost + 15%
165	Asbestos removal/abatement	per day	\$1,797.00	
166	1' x 3' pothole (5' depth)	each (ea)	\$695.00	
167	3' x 4' pothole (5' depth)	each (ea)	\$2,778.00	
168	Additional Mobilization	each (ea)	\$6,553.00	
169	Additional Demobilization	each (ea)	\$6,553.00	

**Note:**

- All work above to be completed in accordance to Specifications G-228P, G-228S, & G-228A.
- Overtime rates for operated equipment will apply to operator labor only.
- Excess Depth will be invoiced based on additional excavation, haul-off and backfill
- Additional Excavation shall include saw cutting, excavation and haul-off, backfill and final paving
- All per diem/miscellaneous work to be approved in advance by engineer
- Tap & Stop on full encirclement pressure control fittings shall include:
  - Mueller Flanged Tee(FT) - 275 psig;
  - Mueller Standard Line Stopper Fitting(FPC) - 275 psig;
  - Mueller Bottom-out & Side-out Line Stopper Fitting(PCBT & PCST)
  - 3rd Party Cost + 15%
- Bail valve installation shall include installation of valve casing and lid, valve casing extension and support plate
- Repair of Traffic Signal Loops to be completed per City of Long Beach Public Works - Traffic Operations Specifications
- Installation of ETS is based on valve lid and casing, valve casing extension and support plate - wire installation to be coordinated with LBGO
- California Department of Transportation - Tandem Permit to be invoiced at cost of permit plus any additional expense to obtain permit

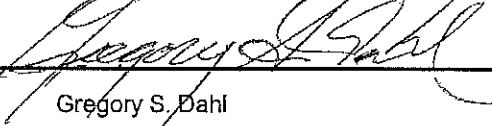
**WORKERS' COMPENSATION CERTIFICATION**

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

Contractor's Name:

ARB, Inc.

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

  
\_\_\_\_\_  
Gregory S. Dahl

Title: Senior Vice President

Date: October 12, 2016

**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: WC2-691-463703-036
- B. Name of Insurer (NOT Broker): Liberty Mutual Fire Insurance Company
- C. Address of Insurer: 175 Berkeley Street, Boston, Massachusetts 2116
- D. Telephone Number of Insurer: 617-357-9500

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

- A. VIN (Vehicle Identification Number): Fleet Insurance
- B. Automobile Liability Insurance Policy Number: AS7-C91-463703-076
- C. Name of Insurer (NOT Broker): Liberty Insurance Corporation
- D. Address of Insurer: 175 Berkeley Street, Boston, Massachusetts 02116
- E. Telephone Number of Insurer: 617-357-9500

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

4) Estimated total number of workers to be employed on this Contract: Range from 10 to 20

5) Estimated total wages to be paid those workers: \$740,000 (based on volume of \$2,000,000)

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

Weekly on Friday as per Union Agreements

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

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

8

8) Taxpayer's Identification Number: [REDACTED]

# EXHIBIT “D”

List of Subcontractors:

## LIST OF SUBCONTRACTORS

In accordance with the requirements provided in the "Subletting and Subcontracting Fair Practices Act" Division 2 Part 1, Chapter 4 of the California Public Contract Code, the Bidder shall set forth hereon the name and location of the place of business of each subcontractor who will perform work or labor or render service to the prime contractor in or about the construction of the work or improvement, or a subcontractor licensed by the State of California who, under subcontract to the prime contractor, specially fabricates and installs a portion of the work or improvement according to detailed drawings contained in the plans and specifications, in an amount in excess of one-half of 1 percent of the prime contractor's total bid or, in the case of bids or offers for the construction of streets or highways, including bridges, in excess of one-half of 1 percent of the prime contractor's total bid or ten thousand dollars (\$10,000), whichever is greater. The prime contractor shall set forth thereon the portion of the work (type and dollar value) that will be done by each subcontractor. The prime contractor shall list only one subcontractor for each portion as defined by the prime contractor in his or her bid. Information requested, other than the 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 Bill Petty's Backhoe Service, Inc. Type of Work Backhoe & Trucking  
Address 13203 Barlin Ave. WBE  
City Downey, CA 90242 Dollar Value of Subcontractor \$ TBD  
Phone No. (562) 630-3162  
License No. 960552

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

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

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

Name Cal Boring/ California Location Service Type of Work Direct Borings, Camera Utility Locating  
Address 3030 E. Coronado St. WMBE  
City Anaheim, CA 92806 Dollar Value of Subcontractor \$ TBD  
Phone No. (714) 632-1596  
License No. 953481

## 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 Ben's Backhoe Service, Inc. Type of Work Backhoe  
Address 983 Orangewood Drive  
City Brea, CA 92821 Dollar Value of Subcontractor \$ TBD  
Phone No. (714) 256-4915  
License No. 712639

Name Charley's Backhoe Type of Work Backhoe  
Address PO Box 294344  
City Phelan CA 92329 Dollar Value of Subcontractor \$ TBD  
Phone No. (760) 868-4901  
License No. \_\_\_\_\_

Name Connor Concrete Cutting & Coring Type of Work Concrete Cutting  
Address PO Box 447  
City Norco CA 92860 Dollar Value of Subcontractor \$ TBD  
Phone No. (951) 515-3458  
License No. 211526

Name FJ Diaz Excavation, Inc. Type of Work Backhoe  
Address 1432 31st Street  
City Long Beach CA Dollar Value of Subcontractor \$ TBD  
Phone No. (562) 824-2007  
License No. \_\_\_\_\_

Name L.B. Backhoe Service Type of Work Backhoe \$ \_\_\_\_\_  
Address 3051 Caspia Avenue  
City Long Beach CA 90810 Dollar Value of Subcontractor \$ TBD  
Phone No. (562) 307-6428  
License No. 2748103

## 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 Nolds Equipment Rental Type of Work Equipment  
Address 5529 E Monlaco Road MBE  
City Long Beach CA 90808 Dollar Value of Subcontractor \$ TBD  
Phone No. (562) 938-9794  
License No. 913527

Name MJ Diaz Backhoe Service, Inc. Type of Work Backhoe  
Address 968 White Ranch Circle  
City Corona CA 92881 Dollar Value of Subcontractor \$ \_\_\_\_\_  
Phone No. (951) 496-4949  
License No. 952115

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”

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.



Originals executed: 2

LABOR AND MATERIAL BOND

Bond Nos: Federal #82440938

Western #929641876

Premium: Incl. in Performance Bond

KNOW ALL PERSONS BY THESE PRESENT: That we, ARB, Inc.

as PRINCIPAL, and Federal Insurance Company & Western Surety Company located at Federal: Surety Dept., 15 Mountain View Rd., Warren, NJ 07059 & Western: Surety Dept., 333 S. Wabash Ave., Chicago, IL 60604, a corporation, incorporated under the laws of the State of Illinois 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 Three Million & 00/100 ---

3,000,000.00 DOLLARS (\$ 3,000,000.00) 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 present.

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 LBGO Specification G-332 - Annual Contract for Plastic Pipeline Construction (ITB GO 16-168) and is required 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 the work or labor required to be done thereunder, 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.

This bond shall insure 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 8th day of November, 20 16.

ARB, Inc.  
CONTRACTOR/PRINCIPAL

By: [Signature]

Name: Scott E. Summers

Title: President

By: [Signature]

Name: Gregory S. Dahl

Title: Senior Vice President

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

By: [Signature]

Name: Debbie L. Welsh

Title: Attorney-in-Fact

Telephone: Federal: (908) 903-3493 / Western: (877) 672-6115

Approved as to form this 30 day  
of March, 20 17.

ROBERT E. SHANNON, City Attorney

By: [Signature]  
Deputy

Approved as to sufficiency this 5th day  
of April, 20 17.

By: [Signature]  
City Manager/City Engineer

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

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

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

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

State of California )  
 )  
County of Orange )

On November 14<sup>th</sup> 2016 before me, Lisa Marie Woodward, Notary Public,  
Date Name and Title of Officer

personally appeared Scott E Summers & Gregory S. Dahl  
Name(s) of Signer(s)

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



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

WITNESS my hand and official seal.

Lisa Marie Woodward  
Signature of Notary Public

# ACKNOWLEDGMENT

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

State of California  
County of MARIN

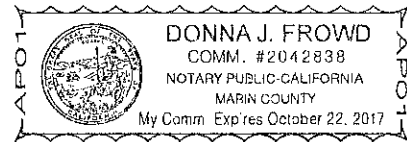
On November 8, 2016 before me, Donna J. Frowd, Notary Public  
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature Donna J. Frowd (Seal)





**Chubb  
Surety**

**POWER  
OF  
ATTORNEY**

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

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

**Know All by These Presents, That FEDERAL INSURANCE COMPANY, an Indiana corporation, VIGILANT INSURANCE COMPANY, a New York corporation, and PACIFIC INDEMNITY COMPANY, a Wisconsin corporation, do each hereby constitute and appoint Donna J. Frowd, Michael Brophy McGowan, Susan J. McGowan, Debbie L. Welsh, Donna L. Welsh, Benjamin Wolfe and Magdalena R. Wolfe 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 2<sup>nd</sup> day of May, 2016.

Dawn M. Chloros, Assistant Secretary

David B. Norris, Jr., Vice President



STATE OF NEW JERSEY

ss.

County of Somerset

On this 2<sup>nd</sup> day of May, 2016 before me, a Notary Public of New Jersey, personally came Dawn M. Chloros, to me known to be Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY, the companies which executed the foregoing Power of Attorney, and the said Dawn M. Chloros, being by me duly sworn, did depose and say that she is Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY and knows the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of the By- Laws of said Companies; and that she signed said Power of Attorney as Assistant Secretary of said Companies by like authority; and that she is acquainted with David B. Norris, Jr., and knows him to be Vice President of said Companies; and that the signature of David B. Norris, Jr., subscribed to said Power of Attorney is in the genuine handwriting of David B. Norris, Jr., and was thereto subscribed by authority of said By- Laws and in deponent's presence.

Notarial Seal



**KATHERINE J. ADELAAR  
NOTARY PUBLIC OF NEW JERSEY  
No. 2316685  
Commission Expires July 16, 2019**

Notary Public

**CERTIFICATION**

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

"Except as otherwise provided in these By-Laws or by law or as otherwise directed by the Board of Directors, the President or any Vice President shall be authorized to execute and deliver, in the name and on behalf of the Corporation, all agreements, bonds, contracts, deeds, mortgages, and other instruments, either for the Corporation's own account or in a fiduciary or other capacity, and the seal of the Corporation, if appropriate, shall be affixed thereto by any of such officers or the Secretary or an Assistant Secretary. The Board of Directors, the President or any Vice President designated by the Board of Directors may authorize any other officer, employee or agent to execute and deliver, in the name and on behalf of the Corporation, agreements, bonds, contracts, deeds, mortgages, and other instruments, either for the Corporation's own account or in a fiduciary or other capacity, and, if appropriate, to affix the seal of the Corporation thereto. The grant of such authority by the Board or any such officer may be general or confined to specific instances."

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

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

Given under my hand and seals of said Companies at Warren, NJ this November 8, 2016



Dawn M. Chloros, Assistant Secretary

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

# Western Surety Company

## POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

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

**Michael Brophy Mc Gowan, Donna J Frowd, Debbie L Welsh, Donna L Welsh, Susan J Mc Gowan, Benjamin Wolfe, Magdalena R Wolfe, 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 6th day of September, 2016.



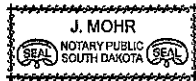
WESTERN SURETY COMPANY

Paul T. Bruflat  
Paul T. Bruflat, Vice President

State of South Dakota }  
County of Minnehaha } ss

On this 6th day of September, 2016, 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, 2021



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 8th day of November, 2016.



WESTERN SURETY COMPANY

L. Nelson  
L. Nelson, Assistant Secretary

Originals executed: 2

BOND FOR FAITHFUL PERFORMANCE

Bond Nos: Federal #82440938  
Western #929641876  
Premium: \$18,819.00

KNOW ALL MEN BY THESE PRESENTS: That we, ARB, Inc.

Federal Insurance Company & Western Surety Company, as PRINCIPAL, and  
Federal: Attn: Surety Dept., 15 Mountain View Rd., Warren, NJ 07059 / Western: Attn: Surety Dept., 333 S. Wabash Ave., Chicago, IL 60604, located at \_\_\_\_\_,  
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 Three Million & 00/100 ---  
DOLLARS (\$3,000,000.00), lawful money of the United States of America, for the payment of which sum, well and truly to be made, we bind ourselves, our respective heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT:

WHEREAS, said Principal has been awarded and is about to enter the annexed contract (incorporated herein by this reference) with said City of Long Beach for the LBGO Specification G-332 - Annual Contract for Plastic Pipeline Construction (ITB GO 16-168) 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 8th day of November, 2016.

ARB, Inc.  
CONTRACTOR/PRINCIPAL

By: [Signature]  
Name: Scott E. Summers  
Title: President

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

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

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

Telephone: Federal: (908) 903-3493 / Western: (877) 672-6115

Approved as to form this 3<sup>rd</sup> day of March, 2017.

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

Approved as to sufficiency this 5<sup>th</sup> day of April, 2017.

By: [Signature]  
City Manager/City Engineer

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

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

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

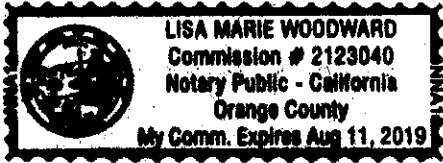
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )  
 )  
County of Orange )

On November 14<sup>th</sup> 2016 before me, Lisa Marie Woodward, Notary Public,  
Date Name and Title of Officer

personally appeared Scott E Summers & Gregory S. Dahl  
Name(s) of Signer(s)

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



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

WITNESS my hand and official seal

*Lisa Marie Woodward*  
Signature of Notary Public

## ACKNOWLEDGMENT

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

State of California  
County of MARIN

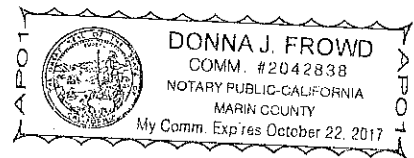
On November 8, 2016 before me, Donna J. Frowd, Notary Public  
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature Donna J. Frowd (Seal)







**Chubb  
Surety**

**POWER  
OF  
ATTORNEY**


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

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

**Know All by These Presents, That FEDERAL INSURANCE COMPANY, an Indiana corporation, VIGILANT INSURANCE COMPANY, a New York corporation, and PACIFIC INDEMNITY COMPANY, a Wisconsin corporation, do each hereby constitute and appoint Donna J. Frowd, Michael Brophy McGowan, Susan J. McGowan, Debbie L. Welsh, Donna L. Welsh, Benjamin Wolfe and Magdalena R. Wolfe 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 **2<sup>nd</sup>** day of **May, 2016**.

  
Dawn M. Chloros, Assistant Secretary

  
David B. Norris, Jr., Vice President



STATE OF NEW JERSEY

ss.

County of Somerset

On this **2<sup>nd</sup>** day of **May, 2016** before me, a Notary Public of New Jersey, personally came Dawn M. Chloros, to me known to be Assistant Secretary of **FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY**, the companies which executed the foregoing Power of Attorney, and the said Dawn M. Chloros, being by me duly sworn, did depose and say that she is Assistant Secretary of **FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY** and knows the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of the By- Laws of said Companies; and that she signed said Power of Attorney as Assistant Secretary of said Companies by like authority; and that she is acquainted with David B. Norris, Jr., and knows him to be Vice President of said Companies; and that the signature of David B. Norris, Jr., subscribed to said Power of Attorney is in the genuine handwriting of David B. Norris, Jr., and was thereto subscribed by authority of said By- Laws and in deponent's presence.

Notarial Seal



**KATHERINE J. ADELAAR  
NOTARY PUBLIC OF NEW JERSEY  
No. 2316685  
Commission Expires July 16, 2019**

  
Notary Public

**CERTIFICATION**

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

"Except as otherwise provided in these By-Laws or by law or as otherwise directed by the Board of Directors, the President or any Vice President shall be authorized to execute and deliver, in the name and on behalf of the Corporation, all agreements, bonds, contracts, deeds, mortgages, and other instruments, either for the Corporation's own account or in a fiduciary or other capacity, and the seal of the Corporation, if appropriate, shall be affixed thereto by any of such officers or the Secretary or an Assistant Secretary. The Board of Directors, the President or any Vice President designated by the Board of Directors may authorize any other officer, employee or agent to execute and deliver, in the name and on behalf of the Corporation, agreements, bonds, contracts, deeds, mortgages, and other instruments, either for the Corporation's own account or in a fiduciary or other capacity, and, if appropriate, to affix the seal of the Corporation thereto. The grant of such authority by the Board or any such officer may be general or confined to specific instances."

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

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

Given under my hand and seals of said Companies at Warren, NJ this **November 8, 2016**



  
Dawn M. Chloros, Assistant Secretary

IN THE EVENT YOU WISH TO NOTIFY US OF A CLAIM, VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT ADDRESS LISTED ABOVE, OR BY Telephone (908) 903-3483 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 J Frowd, Debbie L Welsh, Donna L Welsh, Susan J Mc Gowan, Benjamin Wolfe, Magdalena R Wolfe, 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 6th day of September, 2016.

WESTERN SURETY COMPANY



Paul T. Bruflat  
Paul T. Bruflat, Vice President

State of South Dakota }  
County of Minnehaha } ss

On this 6th day of September, 2016, 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, 2021



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 8th day of November, 2016



WESTERN SURETY COMPANY

L. Nelson  
L. Nelson, Assistant Secretary