

TO: CITY OF LONG BEACH
GAS AND OIL DEPARTMENT
ATTN: DIRECTOR OF GAS AND OIL
2400 East Spring Street
Long Beach, California 90806



INVITATION TO BID

G-281 REMEDIATION & RELOCATION OF
NATURAL GAS PIPELINE & FACILITIES

CONTRACT NO. 32111

1. COMPLETE CONTRACT:

This Invitation to Bid, together with THE NOTICE INVITING BIDS, the entire Bid (including Specifications), or any items(s) thereof, the signature page, Instructions to Bidders, General Conditions, Special Conditions, Bid Section, Addendums, and when required, CONTRACTOR'S BOND shall become the Contract upon its acceptance by the City Manager or designee on behalf of the City of Long Beach, Contractor will be provided with a copy of the executed Contract. All materials or services provided by the Contractor shall comply with the City Charter, and all applicable Federal, State and City Laws.

2. SERVICES TO BE PROVIDED BY THE CONTRACTOR:

Contractor shall upon acceptance of this Bid by the City, furnish the goods and services herein specified according to the terms and conditions set forth herein.

3. AMOUNT TO BE PAID:

The City shall pay Contractor for the goods or services as described in the section entitled "PAYMENT" in the Instructions to Bidders.

4. CHOICE OF ALTERNATE PROVISIONS; OPTIONS; NOTIFICATION:

When alternative provisions are requested, or options are offered, Contractor will be notified as to which provision, or option, is being accepted at the same time that he is notified that he is the successful Bidder.

5. DECLARATION OF NON-COLLUSION:

The undersigned certifies or declares under penalty of perjury that this Bid is genuine and not sham or collusive, or made in the interest or on behalf of any person or entity not herein named; that the Bidder has not directly or indirectly induced or solicited any other Bidder to submit a sham bid, or any other person or entity to refrain from bidding, and that the Bidder has not in any manner sought by collusion to secure to himself any advantage over other Bidders.

BIDDER MUST COMPLETE AND SIGN BELOW:

(Signature of Corporate Officers or persons authorized to sign bids and contracts on behalf of the Contractor – refer to page 2 Instructions Concerning Signatures.)

EXECUTED AT: Lake Forest CA ON THE 1st DAY OF April, 20 11.
CITY STATE MONTH

COMPANY NAME: ARB, Inc. TIN: [REDACTED]
(FEDERAL TAX IDENTIFICATION NUMBER)

STREET ADDRESS: 2600 Commercentre Dr CITY: Lake Forest STATE: CA ZIP: 92630

PHONE: 949-598-9242 FAX: 949-595-5526

S/ [Signature] President
(SIGNATURE) (TITLE)

Scott E. Summers ssummers@arbinc.com
(PRINT NAME) (EMAIL ADDRESS)

S/ [Signature] Sr. Vice President/Secretary/Treasurer
(SIGNATURE) (TITLE)

John M. Perisich jperisich@arbinc.com
(PRINT NAME) (EMAIL ADDRESS)

ALL SIGNATURES MUST BE NOTARIZED FOR ALL COMPANIES LOCATED OUTSIDE THE STATE OF CALIFORNIA.
NO OUT-OF-STATE BID WILL BE CONSIDERED UNLESS A NOTARIAL ACKNOWLEDGMENT IS ATTACHED.
NOTARIES ARE NOT REQUIRED FOR CALIFORNIA BIDDERS.

IN WITNESS WHEREOF the City of Long Beach has caused this contract to be executed as required by law as of the date stated below.

THE CITY OF LONG BEACH
BY [Signature] 5/6/11
Director of Financial Management Date

APPROVED AS TO FORM 5-5, 20 11.
ROBERT E. SHANNON
CITY ATTORNEY
[Signature]
Deputy

BID NUMBER PA-00911

The City of Long Beach is committed to provide maximum opportunities for Disadvantaged, Minority, Women and Long Beach Business Enterprises (DBEs, MBEs, WBEs and Local) to compete successfully in supplying our needs for products and services.

The following information is submitted regarding the Bidder:

Legal Form of Bidder:
Corporation State of California
Partnership State of _____
 General Limited
Joint Venture
Individual DBA _____
Limited Liability Company State of _____

Composition of Ownership (more than 51% of ownership of the organization): **OPTIONAL**
Ethnic (Check one): ARB is a wholly owned subsidiary of Primoris Services Corporation
 Black Asian Other Non-white www.primoriscorp.com
 Hispanic American Indian Caucasian
Non-ethnic Factors of Ownership (check all that apply):
 Male Yes - Physically Challenged Under 65
 Female No - Physically Challenged Over 65
Is the firm certified as a Disadvantaged Business: Yes No
Has firm previously been certified as a minority-owned and/or woman-owned business enterprise by any other agency?
 Yes No
Name of certifying agency: _____

INSTRUCTIONS CONCERNING SIGNATURES

Please use the proper notary form, which applies to your type of organization on all Bid documents, attachments and bonds requiring a signature by officers of your company.

NOTE: FAILURE TO COMPLY MAY RESULT IN DISQUALIFICATION OF YOUR BID.

INDIVIDUAL (Doing Business As)

- a. The only acceptable signature is the owner of the company. (Only one signature is required.)
- b. The owner's signature must be notarized if the company is located outside of the state of California.

PARTNERSHIP

- a. The only acceptable signature(s) is/are that of the general partner or partners.
- b. Signature(s) must be notarized if the partnership is located outside of the state of California.

CORPORATION

- a. Two (2) officers of the corporation must sign.
- b. Each signature must be notarized if the corporation is located outside of the state of California.

OR

- a. The signature of one officer or the signature of person other than an officer is acceptable if the Bid is accompanied by a certified corporate resolution granting authority to said person to execute contracts on behalf of the corporation.
- b. Signature(s) must be notarized if the corporation is located outside of the state of California.

LIMITED LIABILITY COMPANY

- a. The signature on the Bid must be a member or, if the Articles provide for a manager, must be the manager. (Only one signature is required.)
- b. Signature must be notarized if the company is located outside of the state of California.

THIS INFORMATION IS AVAILABLE IN AN ALTERNATIVE FORMAT BY CONTACTING 562-570-2034

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California)
)SS.
County of Orange)

On April 1, 2011 before me, Paula Shimmin, Notary Public,
Date Name and Title of Officer

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

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



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

WITNESS my hand and official seal.

Paula Shimmin
Signature of Notary Public

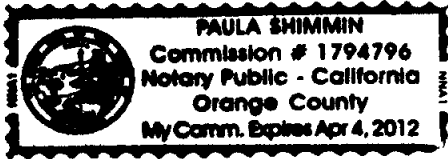
CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California)
)SS.
County of Orange)

On April 1, 2011 before me, Paula Shimmin, Notary Public,
Date Name and Title of Officer

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

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



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

WITNESS my hand and official seal.

Paula Shimmin
Signature of Notary Public

INSTRUCTIONS TO BIDDERS

1. PREPARATION OF BID:

The preparation of the Bid, including visits to the Site prior to submittal of the Bid, shall be at the expense of Bidder. All prices and notations must be typewritten or written in ink. Any markings in pencil shall not form part of the Bid and shall be disregarded by the City. Any changes or corrections in the Bid must be initialed in ink by the person signing the Bid. Bidder shall state brand name or make of each item bid. If not bidding on item as described, the manufacturer's name and catalog number of the substitute must be given. Bidder shall also attach specifications and furnish other data to establish the suitability of the substitute. Bidder shall quote separately on each item. Bidder shall quote his lowest price and best delivery date as no changes are permitted after the bid opening. Cash discounts offered for payment within fourteen (14) days or less will not be considered when evaluating bids. No telephonic, telegraphic or fax Bids are acceptable.

NOTE: ALL PAGES OF THE INVITATION TO BID MUST BE RETURNED.

2. EXAMINATION OF BID:

Bidder is responsible for examining the Invitation to Bid and submitting its Bid complete and in conformance with these instructions.

3. CONDITIONS OF WORK:

Bidder shall carefully examine the Site to become fully informed regarding all existing and expected conditions and matters, which could affect performance, cost or time of the Work.

4. DISCREPANCIES IN BID DOCUMENTS:

If Bidder finds discrepancies in or omissions from the Invitation to Bid, if the intent of the Invitation is not clear, or if provisions of the Specifications restrict Bidder from bidding, he may request in writing that the deficiency(s) be modified. Such request must be received by the City Purchasing Agent at least five (5) working days before bid opening date. Bidders will be notified by Addendum of any approved changes in the Invitation to Bid.

5. ORAL STATEMENTS:

The City of Long Beach shall not be bound by oral statements made by any employee or agent concerning this Invitation to Bid. If Bidder requires specific information, Bidder must request it in writing and obtain a reply in writing from the City.

6. BRAND NAMES AND SPECIFICATIONS:

The detailed specifications and/or brand names stated are descriptive only and indicate quality, design and construction of items required. **Offers will be considered to supply articles substantially the same as those described herein but with minor variations. Bidders must describe variations in the Bid.** Substitute items must be equal in quality, utility and performance. **The phrase "or approved equal" throughout the specifications means that the City in its sole and absolute discretion shall make the final determination whether or not the substitute items are equal.**

7. AWARD:

Bid shall be subject to acceptance by the City for a period of three (3) months unless a lesser period is prescribed in the quotation by Bidder. The City reserves the right to award all items to one Bidder, or to award separate items or groups of items to various Bidders, or to increase or decrease the quantities of any item. Bidder may submit alternate prices or name a lump sum or discount conditional on two or more items being awarded to him.

The City's purchases of goods and services are based on the City's actual needs and requirements. The City is obligated under this contract/purchase order to purchase and pay for only those goods and services that the City needs and requires, and that the City actually orders and receives. Any dollar amount identified as a "not to exceed:" amount in any City document is not a guaranteed payment amount to any contractor or service provider. Furthermore, the City may determine that its needs and requirements may be met by City labor or by a second contractor or service provider, even after an award is made to one contractor or service provider. An award is not a promise or guarantee of exclusivity.

Bidders are cautioned that comments and statements, whether oral or written, made by City employees regarding the validity of Bids, the waiver of deviations from Specifications, the possibility or probability of an award being made to a particular Bidder, and other similar matters are NOT binding on the City. Bidders should not order materials, obtain financing or take other actions based on such comments and statements. Only authorization of a Contract by the City Council or issuance of a Purchase Order is conclusive and binding on the City with respect to this Bid and its resulting Contract or Purchase Order. However, prior to authorization by the City Council or issuance of the Purchase Order, Bidders may rely on: (1) approval of an "equal" or "substitute" item which will be issued in writing, and (2) written notice of intent to award by the City Council, which is often issued prior to the authorization by the City Council so that a Bidder can order materials that have a long lead time.

8. PAYMENT:

Payment terms are NET/30 unless Bidder otherwise quotes. All Cash Discounts shall be taken and computed from the date of delivery or completion and acceptance of the material, or from date of receipt of invoice, whichever occurs last. Invoices must be submitted as specified at the time of shipping authorization. Partial payments may be made by the City on delivery & acceptance of goods and on receipt of goods and on receipt of Contractor's invoice.

In the event the Contract to be awarded hereunder, including specifications and other documents incorporated therein by reference, provides for the withholding of moneys by the City to ensure performance of such Contract, Contractor may deposit with the City, as a substitute for said withheld moneys, securities listed in Section 16430 of the California Government Code or bank or savings and loan certificates of deposit, or both, equivalent to the amount withheld, provided Contractor requests permission to make such substitution and bears all expenses in connection therewith.

9. SAFETY APPROVAL:

Where required by City Regulations, any items delivered must carry Underwriters Laboratories Approval or City of Long Beach City Safety Officer approval. Failure to so comply will be cause to reject Bid. Also, any equipment must conform with the Safety Orders of the California Division of Industrial Safety and OSHA regulations.

10. BUSINESS LICENSE:

The Long Beach Municipal Code (LBMC) requires all businesses operating in the City of Long Beach to pay a business license tax. In some cases the City may require a regulatory permit and/or evidence of a State or Federal license. Prior to issuing a business license, certain business types will require the business license application and/or business location to be reviewed by the Development Services, Fire, Health, and/or Police Departments. For more information, go to www.longbeach.gov/finance/business_license.

INSTRUCTIONS TO BIDDERS

11. PUBLIC WORK AND PREVAILING WAGES:

The Contractor to whom the contract is awarded, along with its subcontractors, shall pay not less than the general prevailing rate of per diem, holiday and overtime wages established by the Department of Industrial Relations (DIR) of the State of California for the locality in which the public work is to be performed for each craft, classification or type of worker needed to execute the contract. Refer to the California DIR's website, <http://www.dir.ca.gov/dlsr> for such prevailing wages and additional information.

The Director of Public Works of the City by and on behalf of the City Council has obtained from the Director of the Department of Industrial Relations of the State of California the general prevailing rate of per diem wages and the general prevailing rate of holiday and overtime work in the locality in which the public work is to be performed for each craft, classifications or type of workers needed to execute the Contract, and the same is on file with the City Engineer, 9th floor, City Hall, 333 W. Ocean Boulevard, Long Beach, California 90802. It shall be mandatory upon the Contractor to whom the Contract is awarded, and his Subcontractors to pay not less than the said prevailing rate of wages to all workers employed by Contractor or said Subcontractors in the execution of the Contract.

12. RIGHT TO REJECT:

The City reserves the right to reject at any time any or all Bids, or parts thereof, and to waive any variances, technicalities and informalities which do not impair the quality, utility, durability or performance of the items.

13. SAMPLES:

Samples of items when requested or required must be furnished to the City free of expense to the City and, if not destroyed by tests, will upon request be returned at Bidder's expense.

14. PRICES:

Prices shall be in accordance with those extended to other governmental agencies. In case of error in extension of prices, unit price will govern. All prices must be firm for the Contract term unless the City specifically provides for adjustment.

15. CITY'S POLICY FOR MINORITY AND WOMEN-OWNED BUSINESSES:

The City of Long Beach is committed to providing maximum opportunities for Disadvantaged, Minority, Women and Long Beach Business Enterprises (DBEs, MBEs, WBEs and Local) to compete successfully in supplying our needs for products and services.

Please visit <http://www.longbeach.gov/purchasing/diversity.asp> for more information on the City's Diversity Outreach Program.

SUBCONTRACTORS

To assist the City in maintaining records of its Minority and Women Outreach Program, Bidder is requested to provide the following information. Answers are optional, and failure to answer will not disqualify Bid. If additional space is required, Bidder shall attach a separate sheet.

The following Minority- or Woman-owned subcontractors are to be utilized to provide equipment, material, supplies and/or services for this Contract requirement:

Company Name: SEE ATTACHED

Address: _____

Commodity/Service Provided: _____

Circle appropriate designation: MBE WBE

Ethnic Factors of Ownership: (more than 51%)

Black () American Indian ()
Hispanic () Other Non-white ()
Asian () Caucasian ()

Certified by: _____

Valid thru: _____

Dollar value of participation: \$ _____

16. BID SUBMITTAL AND WITHDRAWAL OF BIDS:

Each Bid must be delivered to the location and received on or before the due date and time stated herein. Bids will not be accepted after the date and time stated herein. Bids may be withdrawn without prejudice providing the written request is received by the City Clerk no later than the time set for opening Bids. Withdrawals will be returned to Bidder unopened.

SUBMIT TO:
CITY OF LONG BEACH GAS AND OIL
ATTN: DIRECTOR
2400 EAST SPRING STREET
LONG BEACH CA 90806

BID DUE DATE: MARCH 9, 2011

TIME: 10:00 am

IF BIDDER HAS ANY QUESTIONS REGARDING THIS INVITATION TO BID PLEASE CONTACT THE FOLLOWING CITY PERSONNEL.

A. COMMERCIAL (TERMS AND CONDITIONS, ETC)
LENORE BLUEFORD (562) 570-5384
BUYER TELEPHONE NUMBER

B. TECHNICAL (SPECIFICATIONS, DRAWINGS, ETC)
STEVE BATEMAN (562) 570-2034
DEPARTMENT CONTACT TELEPHONE NUMBER

17. BID OPENING PROCEDURES:

All Bids will be publicly opened and read at the date and time specified in Instructions to Bidders, item 15.

It is our policy **not** to release price information on these Bids until the department has reviewed them and award has been approved by the City Council and the City Attorney. At that time, the information becomes public. You are welcome to review the results at that time by calling the buyer that handled that Bid and setting up an appointment. Due to the large volume of Bids received, Bid results will **not** be given out by phone and information will not be faxed.

After the Purchasing Division has analyzed the Bids, the name of the apparent low Bidder will be posted on the Internet for a period of one (1) month, together with the rankings of the top three Bidders. These rankings will not contain price information.

CAUTION: Only the City Council has authority to make an award, and a contract is not in effect until the City Council makes an award and contract documents (including insurance and bonds) are signed, submitted and approved.

Bid protest procedures may be obtained from the Buyer. Protests must be submitted within seven (7) calendar days after the date of the Bid opening.

INSTRUCTIONS TO BIDDERS

18. INTER-AGENCY PARTICIPATION:

IF OTHER AGENCIES EXPRESS AN INTEREST IN PARTICIPATING IN THIS BID, WOULD YOU SUPPLY THE SAME ITEMS.

YES X NO

(If yes, any agency electing to participate in this Bid will order its own requirements without regard to the City of Long Beach. The City of Long Beach assumes no liability or payment guarantee on any units sold to participating agencies.)

19. AMERICANS WITH DISABILITIES ACT:

Contractor shall have and be allocated the sole responsibility to comply with the Americans with Disabilities Act of 1990 ("ADA") with respect to performance hereunder and contractor shall defend, indemnify and hold the City, its officials and employees harmless from and against any and all claims of failure to comply with or violation of the ADA as said claim relates to this Contract.

20. EQUAL BENEFITS ORDINANCE:

Bidders/Proposers are advised that any contract awarded pursuant to this procurement process shall be subject to the applicable provisions of Long Beach Municipal Code section 2.73 et seq., the Equal Benefits Ordinance. Bidders/Proposers shall refer to Attachment/Appendix for further information regarding the requirements of the Ordinance.

All Bidders/Proposers shall complete and return, with their bid/proposal, the Equal Benefits Ordinance Compliance form contained in the Attachment/Appendix. Unless otherwise specified in this procurement package, Bidders/Proposers do not need to submit supporting documentation verifying with their bids/proposals. However, supporting documentation verifying that the benefits are provided equally shall be required if the Bidder/Proposer that is selected for award of a contract.

CONTRACT – GENERAL CONDITIONS

1. Acceptance of the offer contained in this Contract is expressly limited to the terms and conditions of such offer as herein stated.
2. No charges for taxes, transportation, boxing, packaging, crating or returnable containers will be allowed and paid by the City unless separately stated hereon. All sales, use, excise or similar taxes to be paid by the City must be itemized separately hereon and on invoices. The City is exempt from payment of Federal Excise Tax under Certificate No. 95-73 0502K and none shall be charged to the City.
3. The City's obligation to pay the sum herein stated for any one fiscal year shall be contingent upon the City Council of the City appropriating the necessary funds for such payment by the City in each fiscal year during the term of this Contract. For the purposes of this section a fiscal year commences on October 1 of the year and continues through September 30 of the following year. In the event that the City Council of the City fails to appropriate the necessary funds for any fiscal year, then, and in that event, the Contract will terminate at no additional cost or obligation to the City.
4. Contractor shall deliver the materials, equipment, supplies or services, or cause the work to be performed, within the time and in the manner specified in the Contract. Times and dates stated herein are of the essence. If at any time Contractor has reason to believe that deliveries will not be made as scheduled, written notice setting forth the cause of the anticipated delay shall be given immediately to the City. Deliveries must be prepaid. C.O.D. shipments will not be accepted.
5. The City reserves the right at any time to make changes in drawings and specifications, in methods of shipment and packaging and in place of delivery as to any articles covered by this Contract. In such event there will be made an equitable adjustment in price and time of performance mutually satisfactory to Contractor and the City; but any claim by Contractor for such an adjustment must be made within thirty (30) days of such change.
6. Contractor warrants that the goods, machinery or equipment delivered or the work performed hereunder shall conform to the specifications, drawings, samples or other description specified by the City and shall be fit and sufficient for the purpose intended, merchantable, of good material and workmanship, in good working order and free from defect or faulty workmanship for a period of ninety (90) days. When defective goods, machinery, or equipment or faulty workmanship is discovered which requires repair or replacement pursuant to this warranty, Contractor shall provide all labor, materials, parts and equipment to correct such defect at no expense to the City.
7. Contractor shall defend, indemnify and hold the City, its officials and employees harmless from any and all loss, damage, liability, demands, claims, causes of action, costs and expenses (including reasonable attorney' fees) for injuries to persons (including death) or damage or destruction of property connected with or arising from the negligent acts or omissions of Contractor, its officers, agents and employees in the performance of this Contract.
8. The City reserves the right to terminate this Contract at any time in whole or in part even though Contractor is not in default hereunder. In such event there will be made an equitable adjustment of the terms that is mutually satisfactory to the City and Contractor. Upon receipt of any notice of such termination, Contractor shall, unless such notice otherwise directs, immediately discontinue all work on the Contract and deliver, if and as directed, to the City all completed and partially completed articles, work in process and materials purchased or acquired for performance of the Contract. The provisions of this section shall not limit or affect the right of the City to terminate this Contract immediately upon written notice of breach.
9. The City reserves the right to cancel this Contract or any part thereof and reject delivery of goods if delivery is not undertaken and completed when specified and in accordance with specifications. Contractor shall be charged for any direct losses, but not any consequential damages, sustained by the City by reason of such delay or failure, excepting losses caused by a delay for reasons beyond Contractor's reasonable control. Direct losses shall include any costs to the city in excess of the Contract price of obtaining goods from other sources similar to those cancelled or rejected hereunder.
10. The City shall pay to Contractor the price(s) specified in the Contract on delivery of the materials, equipment, supplies or services and acceptance thereof by the City Manager or his designee, or upon completion of the work to be performed and accepted thereof, as specified in the Contract. Defective articles or articles not in accordance with the City's specifications shall be held for Contractor's instructions at Contractor's risk, and if Contractor so directs will be returned at Contractor's expense.
11. No return or exchange of material, equipment or supplies shall be permitted without written approval of the City Purchasing Agent.
12. All royalties for patents, or changes for the use of patents, which may be involved in any article to be furnished under this Contract shall be included in the Contract price.
13. In cases where a price subject to escalation has been agreed upon, the price escalation shall be shown as a separate item on the invoice. Unless an escalator clause has been shown as a specific part of this Contract Contractor shall not be entitled to reimbursement for costs incurred due to escalation.

BID SECTION

14. All materials, supplies and equipment provided under this Contract shall be in full compliance with the Safety Orders and Regulations of the Division of Industrial Safety of the State of California, Title 8, California Code of Regulations (CAL/OSHA) and all applicable OSHA regulations as well as all other applicable California Code of Regulations. Contractor shall indemnify and hold the City, its officials, and employees harmless for, of and from any and all loss, including but not limited to fines, penalties and corrective measures, the City may sustain by reason of Contractor's failure to comply with said laws, rules and regulations in connection with the performance of this Contract.
15. Contractor shall keep confidential and not disclose to others or use in any way to the detriment of the City confidential business or technical information that the City may disclose in conjunction with this Contract or Contractor may learn as a result of performing this Contract.
16. This Contract shall not be assigned in whole or in part, nor any duties delegated without the City's prior written approval.
17. The remedies herein reserved shall be cumulative and additional to any other remedies at law or in equity. The waiver of any breach of this Contract shall not be held to be a waiver of any other or subsequent breach. The City's failure to object to provisions contained in any communication from Contractor shall not be deemed an acceptance of such provisions or a waiver of the provisions of this Contract.
18. This Contract shall not be amended or modified, except by written agreement signed by the parties and expressly referring to this Contract.
19. Contractor shall indemnify, hold harmless and defend the City, its officials and employees from any damage, claim, loss, cost, liability, cause of action or expense, including reasonable attorney's fees, whether or not reduced to judgment, arising from any infringement or claimed infringement of any patent, trademark or copyright, or misappropriation of confidential information or trade secrets of any third party and based on the manufacture, sale or use of goods, machinery or equipment supplied hereunder.
20. Contractor shall furnish further itemization and breakdown of the Contract price when requested by the City.
21. Contractor, in the performance of any work or the furnishing of any labor under this Contract, shall be considered as an independent contractor. Contractor, his agents and employees shall not be considered as employees of the City.
22. Contractor and subcontractor(s) shall not discriminate against any person in the performance of this Contract and shall comply with applicable federal, state and city equal employment opportunity laws, ordinances, rules and regulations. Contractor and subcontractor(s) shall not discriminate against any employee or applicant for employment or against any subcontractor on the basis of race, color, religion, national origin, sex, sexual orientation, AIDS, HIV status, age, disability, or handicap, subject to federal and state laws, rules and regulations.
23. Contractor shall comply with all applicable federal, state and local laws pertaining to the subject matter hereof.
24. Contractor shall submit samples of all documents that Contractor may require the City to execute to complete this transaction. By accepting these samples as part of the bid or by awarding the Contract to a Contractor who has submitted said samples, the City does not agree to the terms stated in said samples. This Invitation to Bid and Contractor's bid shall take priority over said samples and this Invitation and Contractor's bid shall become the Contract between the City and the Contractor.
25. All quantities stated herein are only ESTIMATES. The City reserves the right to increase or decrease these estimated quantities based on its actual needs and funds available.
26. The City reserves the right to exercise, at its option, an increase in expenditures by ten (10) percent annually, but the City does not guarantee such an increase.
27. Contractor shall cooperate with the City in all matters relating to taxation and the collection of taxes, particularly with respect to the self-accrual of use tax. Contractor shall cooperate as follows: (i) for all leases and purchases of materials, equipment, supplies or other tangible personal property totaling over \$100,000 shipped from outside California, a qualified Contractor shall complete and submit to the appropriate governmental entity the form in Appendix "A" attached hereto; and (ii) for construction contracts and subcontracts totaling \$5,000,000 or more, Contractor shall obtain a sub-permit from the California Board of Equalization for the Work site. "Qualified"

BID SECTION

means that the Contractor purchased at least \$500,000 in tangible personal property that was subject to sales or use tax in the previous calendar year.

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

Contractor shall not be entitled to and by signing this Contract waives any claim or damages for delay against City if Contractor does not timely submit these forms to the appropriate governmental entity. Contractor may contact Rosie Bouquin at 562-570-7079 for assistance with the form.

28. The California Integrated Waste Management Act (Public Resources Code, Sec. 40000 et seq.) requires governmental entities to achieve fifty (50) percent diversion of waste. In conjunction with the City's Integrated Resources Bureau, the City is currently developing an Environmentally Preferable Product (EPP) procurement plan. These guidelines enable the City Purchasing Agent to greatly expand procurement programs by moving beyond a singular consideration of "recycled-content". EPP procurement facilitates the purchase of products that qualify within a broad range of "environmentally preferable" criteria, such as: minimal packaging; energy savings; non-toxic; manufactured from sustainably-harvested materials. Contractor shall monitor products that fall within the EPP guidelines and document all criteria that qualifies the product as an EPP. Documentation from the manufacturer will be acceptable and may be required during the term of the Contract.
29. NOTICE TO BIDDERS REGARDING THE PUBLIC RECORDS ACT:
Responses to this Invitation to Bid become the exclusive property of the City of Long Beach. All Bids submitted in response to this Invitation to Bid are a matter of public record and shall be regarded as public records. Exceptions will be only those elements in each Bid that are defined by the Bidder as business or trade secrets and are marked as "Trade Secrets", "Confidential" or "Proprietary".

The City shall not be liable or responsible in any way for disclosure of any records not marked as "Trade Secrets", "Confidential" or "Proprietary". The City shall not be liable or responsible in any way for disclosure of any records so marked if disclosure is deemed to be required by law or by a court order.

30. THE FOLLOWING ADDITIONAL CONDITIONS APPLY ONLY IN CASES WHERE CONTRACTOR IS TO PERFORM WORK ON CITY PROPERTY:
- A. If at any time during the progress of the Work, Contractor shall allow any indebtedness to accrue for labor, equipment or materials, or which may become a claim against the City, Contractor shall immediately upon request from the City pay such claim or indebtedness or cause such lien to be dissolved and discharged by giving a bond or otherwise and, in case of his failure so to do, the City may withhold any money due Contractor until such claim or indebtedness is paid or may apply such money toward the discharge thereof; or in such event the City may, at its option, declare this Contract to be terminated, take possession and control of the Work, and complete the same or cause the same to be completed according to the specifications. Contractor shall pay to the City the difference between the Contract price and the actual cost to the City in completing or causing the Work to be completed.
- B. Contractor shall carry on the Work at its own risk until the same is fully completed and accepted and shall, in case of any accident, destruction or injury to the Work or materials before its final completion and acceptance, repair or replace the Work or materials so injured, damaged and destroyed, at his own expense and to the satisfaction of the City. When materials and equipment are furnished by others for installation or erection by Contractor, Contractor shall receive, unload, store and handle same at the Site and become responsible therefore as though such materials and equipment were being furnished by Contractor under the Contract.
- C. Contractor shall procure and maintain at Contractor's expense for the duration of the Contract the following insurance against claims for injuries to persons or damage to property which may arise from or in connection

BID SECTION

with the performance of the Contract by Contractor, its agents, representatives, employees or subcontractors:

- (1) Comprehensive General Liability: \$1,000,000 combined single limit for each occurrence or \$2,000,000 General Aggregate for bodily injury, personal injury and property damage, including products and completed operations coverage.

The City, its officials, employees and agents shall be named as additional insureds as respects: liability arising out of activities performed by or on behalf of Contractor; products and completed operations of Contractor; and premises owned, leased or used by Contractor.

- (2) Automobile Liability: \$500,000 combined single limit per accident for bodily injury and property damage covering owned, non-owned and hired vehicles.
- (3) Workers' Compensation as required by the California Labor Code and Employers Liability limits of \$1,000,000 per accident.

Any self-insurance program and self-insured retention must be separately approved in writing by the City.

Each insurance policy shall be endorsed to state that coverage shall not be cancelled by either party or reduced in coverage except after thirty (30) days prior written notice to the City.

Contractor shall maintain at its expense, until completion of performance and acceptance by City, from an insurer:

- a. Admitted (licensed) in the State of California with a current financial responsibility rating of A (Excellent) or better and a current financial size category (FSC) of V (capital surplus and conditional surplus funds of greater than \$10 million) or greater rating as reported by A.M. Best Company or equivalent, unless waived in writing by City's Risk Manager, or
- b. Non-admitted in the State of California with a current financial responsibility rating of A (Excellent) or better and a current financial size category (FSC) of VIII (capital surplus and conditional surplus funds of greater than \$100 million) or greater rating as reported by A.M. Best Company or equivalent, unless waived in writing by City's Risk Manager.

All coverages for Subcontractors shall be subject to the requirements stated herein and shall be maintained at no expense to the City.

Contractor shall furnish the City with certificates of insurance and original endorsements providing coverage as required above. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

Before any of Contractor's or Subcontractor's employees shall do any Work on the City's property, Contractor shall furnish the City with the required certificates evidencing that such insurance is being maintained. Such certificates shall specify the date when such insurance expires. Such insurance shall be maintained until after the Work under the Contract has been completed and accepted.

Such insurance as required herein or in any other documents to be considered a part hereof shall not be deemed to limit Contractor's liability under this Contract.

- D. Contractor shall defend, indemnify and hold harmless the City, its officials and employees from and against any and all liability for claims for bodily injury and property damage arising out of negligent acts, omissions or errors of any employee of Contractor at the Site.
- E. Contractor shall list the name and location of the place of business of each Subcontractor who will perform work, labor or services for Contractor, or who specially fabricates and installs a portion of the Work or improvement in an amount in excess of one-half of one percent of Contractor's total contract cost. The Subcontractor list shall be submitted with Contractor's Bid.

BIDDER'S NAME: ARB, Inc.

IMPORTANT

READ CAREFULLY

BEFORE MAKING OUT YOUR BID

INSTRUCTIONS TO BIDDERS

Do not remove any documents from, or add any documents to, this file. Any such removal or addition may invalidate your Bid.

DO NOT MAKE ANY ALTERATIONS OF ANY KIND IN THE BID FORM. The only figures to be placed on said Bid form are those necessary to appropriately fill in the blank spaces provided thereon.

The bidder shall set forth for each item of work, in clearly legible figures, a unit price and an item total for each item of work in the respective spaces provided for this purpose. The amount set forth under the "ITEM TOTAL" column shall be the extension of the unit price bid multiplied by the estimated quantity for the item. If the bidder fails to enter a unit price and enters only an item total, then the City will divide the item total by the estimated quantity to arrive at a unit price, and the bidder shall be bound by that unit price. If the unit price is less than one cent, be sure to include the proper number of zeros. If there is a discrepancy between the unit price and the item total, the unit price shall prevail over the item total, and the City will correct the item total.

The summation of all items in the "ITEM TOTAL" column shall be placed at the caption "TOTAL AMOUNT BID". The "TOTAL AMOUNT BID" is informational only and may be used for comparison in determining the apparent low Bid at time of Bid opening. The summation of the mathematically correct extended totals for each item under the "ITEM TOTAL" column is the intended bid. Any errors shall, at the option of the City, constitute grounds for the rejection of the Bid.

Each Bid shall be accompanied either by a certified check or bank draft payable to the City of Long Beach, and drawn on a solvent bank of the United States of America, or by a bidder's bond in an amount of not less than 10 percent of the total bid. In the event a bidder's bond is submitted, such bond must be on the form contained in this file.

Certified checks or bank drafts accompanying all Bids will be retained by the City until an award of contract has been made. Checks or bank drafts submitted with the Bid of the bidder to whom an award of contract is made, and with the next higher Bid, will be retained until a contract has been executed.

Each bidder shall guarantee its Bid for a period of 60 working days following the opening of Bids. If, within 60 working days following the opening of Bids, the City has not awarded a contract for the work, then the bidder may, upon request, withdraw its Bid without forfeiture of Bid security.

Each bidder shall record on its Bid the number and termination dates of all necessary licenses. A valid state license, sufficient to qualify the bidder to perform as prime contractor, is a pre-requisite for award of contract. Necessary City licenses may be secured after the Bids are opened, but prior to executing the contract.

It is absolutely essential that your Bid be properly signed.

All bids must be sealed within the self-addressed envelope provided, and filed in the office of the Director of Gas and Oil Department, 2400 East Spring Street, Long Beach, California 90806.

STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION, 2003, Edition, referred to herein, are on file in the City Engineer's Office, where prospective bidders may inspect them. Copies of said Standard Specifications may be purchased from the publisher, Building News, Inc., 1612 S. Clementine Street, Anaheim, California 92802, telephone (714) 517-0970.

CITY OF LONG BEACH STANDARD PLANS, JANUARY, 2003 Edition, referred to herein, may be inspected at the Engineering Records Section of the office of the City Engineer, 10th Floor, City Hall, 333 West Ocean Boulevard, Long Beach, California 90802. Copies of said Standard Plans may be purchased at that office for \$30.00.

NOTICE INVITING BIDS

SPECIFICATION FOR THE REMEDIATION and RELOCATION OF NATURAL GAS PIPELINES and FACILITIES

FOR LONG BEACH GAS AND OIL DEPARTMENT LONG BEACH, CALIFORNIA

NOTICE IS HEREBY GIVEN that sealed bids will be received at the office of the Director, Long Beach Gas and Oil, 2400 E Spring Street, Long Beach, California 90806, until 10:00 a.m. on Wednesday, March 9, 2011, at which time said bids will be publicly opened and declared for furnishing all necessary labor, tools, appliances, equipment and engineering services for, and performing the work of installing and retiring gas mains and service lines in accordance with the plans and "Specification No. G-281 for the Remediation and Relocation of Natural Gas Pipelines and Facilities for LBGO, Long Beach, California" on file at Long Beach Gas and Oil Department (LBGO), to which plans and specifications reference is hereby made for further particulars.

Bids are required for the entire work described herein.

Copies of said plans and specifications may be obtained by prior arrangement on or after the following publication of this notice at LBGO, telephone (562) 570-2034, 2400 East Spring Street, Long Beach, California 90806, upon payment of \$200.00 for each hard copy set, which must be paid at the time the set is picked up. Electronic versions of the plans and specifications are available at no cost. Plans and specifications cannot be requested by mail.

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

The contractor shall commence work on dates to be specified in a written "Notice to Proceed" from the City.

Payment will be made in due course of payment of the City of Long Beach in accordance with the applicable provisions of Section 9 of the Standard Specifications.

In accordance with the Americans With Disabilities Act (ADA), the information contained in this notice and in the plans and specifications is available in an alternative format by request to the City Engineer or by Telephoning (562) 570-6771.

Pursuant to Chapter 1, Part 7, Division 2 of the Labor Code of the State of California, the Director of LBGO of the City of Long Beach by and on behalf of the City Council has obtained from the Director of the Department of Industrial Relations of the State of California, the general prevailing rate of per diem wages, and the general prevailing rate of holiday and overtime work in the locality in which the public work is to be performed for each craft, classification or type of workers needed to execute the contract.. It shall be mandatory upon the contractor to whom the contract is awarded, and his/her subcontractors, to pay not less than the said prevailing rate of wages to all workers employed by the contractor or said subcontractors in the execution of the contract.

Each bid shall be accompanied by a certified check or bank draft payable to the City Auditor of the City of Long Beach, and drawn on a solvent bank in the United States of America, or a satisfactory bond of an amount not less than ten percent (10%) of such bid, as a guarantee that the bidder, if awarded a

NIB-1

G-281
ARB, Inc.

contract, will execute and deliver to the Director of Long Beach Gas & Oil, within fifteen (15) calendar days after such contract is tendered, a contract for furnishing all necessary labor, tools, appliances and equipment for, and doing the work called for herein, together with a good and sufficient corporate surety bond in favor of the City of Long Beach, for an amount of not less than one hundred percent (100%) of such contract price for the faithful performance of such contract, and a good and sufficient corporate surety bond in an amount of not less than one hundred percent (100%) of such contract price for the payment of all labor and material claims.

If the bidder to whom the contract is awarded fails or neglects to sign a contract with the City, including the filing of any required bonds and insurance documents, within fifteen (15) calendar days after the contract is tendered to him/her for signature, the City may, in its sole discretion, declare the bid security to be forfeited, and the money or bond for the bid security shall be deposited into the City Treasury.

In the event the contract to be awarded hereunder, including specifications and other documents incorporated therein by reference, provides for the withholding of monies by the City to ensure performance of such contract, the contractor may deposit with the City, as a substitute for said monies, securities listed in Section 16430 of the California Government Code or bank or savings and loan certificates of deposit, or both, equivalent to the amount withheld, provided contractor requests permission to make such substitution prior to award of the contract and bears all expenses in connection therewith. Contractor may deposit said monies with the City or a State of California or Federally chartered bank as escrow agent in accordance with the California Public Contract Code, Section 22300.

The City Manager reserves the right, in his discretion, to reject any and all bids and, to the extent not prohibited by law, to waive any minor irregularity in any bid that does not affect the validity of the bid or does not give the bidder a competitive advantage over other bidders.

(SEAL)

LARRY HERRERA
CITY CLERK, CITY OF LONG BEACH, CALIFORNIA

DATE

PATRICK H. WEST
CITY MANAGER

BID – REVISED 2/28/2011

**FOR THE REMEDIATION and RELOCATION OF
NATURAL GAS PIPELINES and FACILITIES**

**FOR LONG BEACH GAS AND OIL
LONG BEACH, CALIFORNIA**

In accordance with the Notice Inviting Bids for the above titled work for the City of Long Beach, California, a copy of which is attached hereto and is made a part hereof, to be opened on Wednesday, March 9, 2011 at 10:00 a.m., we propose to furnish all necessary labor, tools, appliances, equipment and engineering services for and perform all work mentioned in said Notice Inviting Bids, in full compliance with the Plans and Specification No. G-281 at the following prices:

<u>DESCRIPTION</u>	<u>UNIT</u>	<u>METHOD OF CONSTRUCTION</u>	<u>ITEM TOTAL</u>
WO.9962 – CHERRY AVE at ARTESIA BLVD	LS		\$..362,207.00...
WO.9962 – CHERRY AVE 20" PC & TAP/STOP	LS		\$..83,345.00...
T.14291 – PIPE REMOVAL - PIER F – POLB	LS		\$..136,745.00...
WO.11-0013 – ARTESIA BLVD	LS		\$..473,462.00...
WO.11-0001 – VAULTS – PCH & ANAHEIM	LS		\$..219,640.00...
WO.11-0001 – 16" PC (3) & TAP/STOP	LS		\$..168,000.00...
WO.11-0002 – VAULTS – BELLFLOWER BLVD	LS		\$..224,559.00...

NAME OF BIDDER ARB, Inc.

BUSINESS ADDRESS 26000 Commercentre Drive

CITY AND ZIP CODE Lake Forest, CA 92630

TELEPHONE 949-598-9242

ADDITIONAL WORK UNIT PRICES – REVISED 2/28/2011

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

ITEM	UNIT	UNIT PRICE
Installation of additional 12" steel pipe & fittings including trenching, backfill and pavement	LF	302.00
Installation of additional 8" steel pipe & fittings including trenching and backfill and pavement	LF	166.00
Installation of additional 2" PE pipe & fittings including trenching and backfill and pavement	LF	43.00
Installation of additional 3" steel pipe & fittings including trenching and backfill and pavement	LF	82.00
Installation of additional 4" steel pipe & fittings including trenching and backfill and pavement	LF	45.00
Installation of 12" steel pipe offset & fittings including trenching and backfill (Per Offset)	Each	7,700.00
Installation of 12" steel pipe offset length including trenching and backfill (Per length of each Offset)	LF	302.00
Installation of 8" steel pipe offset & fittings including trenching and backfill (Per Offset)	Each	6,600.00
Installation of 8" steel pipe offset length including trenching and backfill (Per length of each Offset)	LF	166.00
Installation of 3/4" service including riser assembly, trenching, backfill and pavement	Each	2,500.00
Installation of 1" service including riser assembly, trenching, backfill and pavement	Each	2,600.00
Installation of 1-1/4" service including riser assembly, trenching, backfill and pavement	Each	2,700.00
Installation of 2" service including riser assembly, trenching, backfill and pavement	Each	2,800.00
Tie over of additional 3/4" service including trenching, backfill and paving.	Each	1,500.00
Tie over 1" service including trenching, backfill and paving.	Each	1,600.00
Tie over of additional 1-1/4" service including trenching, backfill and paving.	Each	1,700.00
Tie over of additional 2" service including trenching, backfill and paving.	Each	1,800.00
Installation, tapping and stopping of 12" pressure control fittings.	Each	22,000.00
Installation, tapping and stopping of 8" pressure control fittings.	Each	8,300.00
Installation, tapping and stopping of 4" pressure control fittings.	Each	4,000.00
Installation, tapping and stopping of 3" pressure control fittings.	Each	3,000.00
Installation, tapping and stopping of 2" pressure control fittings.	Each	2,000.00
Excess Depth – beyond 5' - excavation to maximum of 10 feet	Per Cu Yd	875.00
Shoring – excavations exceeding 5 feet to maximum of 10 feet	Per ft of depth	110.00

**SPECIFICATION FOR THE REMEDIATION and RELOCATION OF
NATURAL GAS PIPELINES and FACILITIES**

FOR LONG BEACH GAS & OIL DEPARTMENT

LONG BEACH, CALIFORNIA

CERTIFICATION OF SITE EXAMINATION

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

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

February 28, 2011
Date of Site Examination

ARB, Inc.
Company

Ben Waid
Printed Name of Company Representative


Signature of Representative

March 8, 2011
Date

LIST OF SUBCONTRACTORS

The Bidder shall set forth hereon, the name, location of the place of business, and telephone number of each subcontractor, including minority subcontractors, who will perform work or labor or render service to the Prime Contractor in or about the construction of the Work or improvement, or a subcontractor licensed by the State of California who, under subcontract to the Prime Contractor, specially fabricates and installs a portion of the Work or improvement according to detailed drawings contained in the Plans and Specifications, in an amount in excess of ¼ of 1 percent of the Prime Contractor's total bid or \$10,000 (whichever is greater).

<u>Name and Address of Subcontractor</u>	<u>Classification or Type of Work</u>
<u>Name</u> Accu-Bore Directional Drill, Inc. <u>Address</u> PO Box 2703 <u>City</u> Pismo Beach, CA 93448 <u>Phone No.</u> 805-481-4475	<u>Boxing</u> <u>Dollar Amount of Contract \$</u> 42,110.00 <u>MBE / WBE / OTHER</u> <u>Racial Origin</u> N/A <small>(circle one)</small> <u>License No.</u>
<u>Name</u> Koppl Pipeline Services <u>Address</u> 1228 West Date Street <u>City</u> Montebello CA <u>Phone No.</u> 323-888-2211	<u>Taps & Stops - Gas Handling</u> <u>Dollar Amount of Contract \$</u> 176,789.00 <u>MBE / WBE / OTHER</u> <u>Racial Origin</u> N/A <small>(circle one)</small> <u>License No.</u> 844802
<u>Name</u> Miller Environmental, Inc. <u>Address</u> 2210 South Dupont Drive <u>City</u> Anaheim, CA 92806 <u>Phone No.</u> 714-385-0099	<u>Asbestos Abatement</u> <u>Dollar Amount of Contract \$</u> 36,450.00 <u>MBE / WBE / OTHER</u> <u>Racial Origin</u> N/A <small>(circle one)</small> <u>License No.</u> 772797
<u>Name</u> Alenco <u>Address</u> 2109 Gundry Avenue <u>City</u> Signal Hill, CA <u>Phone No.</u>	<u>Mud Jacking</u> <u>Dollar Amount of Contract \$</u> 4,500.00 <u>MBE / WBE / OTHER</u> <u>Racial Origin</u> N/A <small>(circle one)</small> <u>License No.</u> 704111
<u>Name</u> All American Asphalt <u>Address</u> 400 East 6th Street <u>City</u> Corona, CA 92878 <u>Phone No.</u> 951-736-7600	<u>Permanent Asphalt Paving</u> <u>Dollar Amount of Contract \$</u> 17,940.00 <u>MBE / WBE / OTHER</u> <u>Racial Origin</u> N/A <small>(circle one)</small> <u>License No.</u> 267073 A

** REPRODUCE AND ATTACH ADDITIONAL SHEETS AS NEEDED.

LIST OF SUBCONTRACTORS

The Bidder shall set forth hereon, the name, location of the place of business, and telephone number of each subcontractor, including minority subcontractors, who will perform work or labor or render service to the Prime Contractor in or about the construction of the Work or improvement, or a subcontractor licensed by the State of California who, under subcontract to the Prime Contractor, specially fabricates and installs a portion of the Work or improvement according to detailed drawings contained in the Plans and Specifications, in an amount in excess of 1/4 of 1 percent of the Prime Contractor's total bid or \$10,000 (whichever is greater).

Name and Address of Subcontractor

Classification or Type of Work

Name Keep It Moving
 Address 607 La Tijera Blvd, Suite 139
 City Los Angeles, CA 90045
 Phone No. 213-216-1443

Trucking
 Dollar Amount of Contract \$ 38,897.00
 MBE / WBE / OTHER Black Racial Origin
(circle one)
 License No. _____

Name Bill Petty's Backhoe Service
 Address 13203 Barlin Avenue
 City Downey, CA 90242
 Phone No. 562-630-3162

Excavation
 Dollar Amount of Contract \$ 152,720.00
 MBE / WBE / OTHER White Racial Origin
(circle one)
 License No. _____

Name _____
 Address _____
 City _____
 Phone No. _____

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

Name _____
 Address _____
 City _____
 Phone No. _____

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

Name _____
 Address _____
 City _____
 Phone No. _____

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

** REPRODUCE AND ATTACH ADDITIONAL SHEETS AS NEEDED.



LONG BEACH GAS AND OIL DEPARTMENT
RELOCATION OF NATURAL GAS PIPELINES
SPECIFICATION NUMBER G-281

ARB, INC. BID ATTACHMENT
MARCH 9, 2011

CONSTRUCTION METHODOLOGY

1. W.O. 9962 – Cherry Avenue at Artesia Boulevard
 - a. Open Trench

2. W.O. 11-0013 – Artesia Boulevard – Paramount to Downey
 - a. Directional Drill

3. T.14291 – Pier F Avenue – Port of Long Beach
 - a. Open Trench

4. W.O. 11-0001 – Vaults – Bellflower Boulevard
 - a. Open Trench

5. W.O. 11-0002 – Vaults – Harbor Avenue
 - a. Open Trench

OPERATOR QUALIFICATION PROGRAM

ARB has an approved Contractors Operator Qualification plan in place with Long Beach Gas and Oil Department that meets 49 CFR 192, Subpart N, Qualification of Pipeline Personnel, as described in 49 CFR 192.805, 803, and 804.



LONG BEACH GAS AND OIL DEPARTMENT
RELOCATION OF NATURAL GAS PIPELINES
SPECIFICATION NUMBER G-281

ARB, INC. BID ATTACHMENT
MARCH 9, 2011

ARB DRUG AND ALCOHOL TESTING PROGRAM

ARB has an approved Contractors anti-drug plan in place with Long Beach Gas and Oil Department that meets the requirements of 49 CFR 199, Drug and Alcohol Testing.

ARB ACKNOWLEDGMENT OF ADDENDUM FOR SPECIFICATION NO. G-281

ARB hereby acknowledges receipt of Addendum Number 1.

A handwritten signature in black ink, appearing to read 'B. Waid', written over a horizontal line.

Ben Waid
Chief Estimator

ARB, INC.
Drug and Alcohol Prevention Policy

Effective: February 21, 1992
Revised: March 1, 2001

I. Statement of Purpose and Policy

ARB, Inc., ("ARB"), is committed to providing a safe, efficient, and productive work environment. ARB strives to ensure that employees will perform their duties in a manner that protects their interests and those of their co-workers, while providing the highest quality product and services to ARB's clients.

Employees' involvement with drugs and alcohol can be extremely disruptive and harmful to their work performance, and pose serious safety and health risks to the user and others. Accordingly, ARB has developed this policy regarding the inappropriate use and possession of drugs and alcohol related to the work environment.

II. Prohibited Behavior

ARB's Drug and Alcohol Abuse Prevention Policy defines prohibited behavior as the use, possession, sale or distribution of prohibited drugs, alcohol, firearms or explosives by any employee on company property or project, or while in the course of company business. Prohibited drugs and alcohol are as listed in Schedule 1.

The use of drugs as part of a prescribed medical treatment program by a licensed physician is not prohibited, but employees should advise their supervisors of use of any prescription drugs that may, in any way, affect their ability to safely perform their duties.

III. Searches

ARB's property and all equipment, furniture and personal property maintained thereon is the sole and exclusive property of ARB. ARB reserves the right to inspect ARB property, desks, lockers, storage areas, file cabinets, containers, vehicles, packages, and employee common areas at any time on a random basis with or without any advance notice.

IV. Contractors

It is the requirement of ARB that all of its contractors have a drug and alcohol prevention program that at a minimum complies with the drug and alcohol policy of ARB. In those circumstances where the contractor performs Department of Transportation covered work, that contractor must have an anti-drug and alcohol misuse plan in accordance with 49 CFR Part 199.

V. Department of Transportation

Employees who perform operation, maintenance or emergency functions as defined in Part 192, Part 193 and Part 195 will also be subject to the provisions of ARB's Department of Transportation Anti-Drug and Alcohol Misuse Plan. Those employees will receive a copy of the policy that covers the requirements of the 49 CFR, Part 199.

VI. Drug Testing

A. Pre-Employment

ARB has instituted a pre-employment drug-testing program for all of its applicants.

All applicants who are offered a position with ARB will be required to successfully demonstrate that drugs are not being used or are not detectable in the applicants' urine. Applicants not successfully passing or refusing this examination will not be accepted for employment. Applicants who fail a drug test must comply with the company program defined under the section of this policy entitled, "Consequences of Refusing to Take or Failing a Drug or Alcohol Test".

B. Post-Accident

Drug and alcohol testing is required when an employee is involved in a workplace accident requiring medical treatment, other than first aid, and/or property damage in excess of \$ 1,000.

1. Drug Testing

In the case of an accident, as herein defined, the company is required to test each employee whose performance contributed to the accident or whose performance cannot be completely discounted as a contributing factor to the accident. ARB's decision not to test must be based upon the determination, using the best information available immediately after the accident that the employee's performance could not have contributed to the accident or that, because of the time between that performance and the accident, it is not likely that a drug test would reveal whether the

performance was affected by drug use. The employee will be tested as soon as possible, but not later than thirty-two (32) hours after the accident. Because certain drugs or drug metabolites do not remain in the body for extended periods of time, testing will be done as soon as possible.

ARB will take all reasonable steps to obtain a urine sample from an employee after an accident. In the case of a conscious but hospitalized employee, ARB will request the hospital or the medical facility to obtain the sample. If necessary, as part of the request ARB will refer the hospital to the DOT drug testing requirements. If an employee is injured, unconscious (employee is unable to communicate), or otherwise unable to evidence consent to the procedure (employee is unable to sign custody and control form), the specimen will not be taken until the employee's condition is stabilized and he or she is able to give consent to the post accident drug test. All reasonable steps must be taken to obtain a urine sample from the employee. If an employee who is subject to post-accident testing is conscious, able to urinate normally (in the opinion of a medical professional) and refuses to be tested, that person will be immediately discharged.

ARB has developed written procedures/guidelines for employees and supervisors who are involved in accident situations which require post-accident testing.

2. Alcohol Testing

ARB shall promptly determine and test each surviving covered employee for alcohol if that employee's performance contributed to the accident or cannot be completely discounted as a contributing factor to the accident. The decision not to administer an alcohol test under this section shall be based on ARB's determination, using the best available information at the time of the determination, that the employee's performance could not have contributed to the accident.

ARB shall conduct an alcohol test within two hours of the accident. If the test is not conducted within two hours of the accident ARB shall prepare and maintain a written document explaining why the test was not conducted. ARB shall continue all efforts to conduct the alcohol test. If the test is not conducted within eight hours ARB shall cease all attempts to conduct the test and shall prepare and maintain written documentation as to why the test was not conducted.

An employee who is subject to post-accident testing who fails to remain readily available for such testing, including notifying ARB or ARB's representative of his/her location if he/she leaves the scene of the accident prior to submission to such test, may be deemed by ARB to have refused to submit to testing.

The employee must remain available for alcohol testing and may not consume any alcohol for 8 hours following the accident or until the alcohol test has been conducted. Nothing in this section shall be construed to require the delay of necessary medical attention for injured people following an accident or to prohibit a covered employee from leaving the scene of an accident for the period necessary to obtain assistance in responding to the accident or to obtain necessary emergency medical care.

C. Reasonable Cause

ARB may require a drug test of an employee when ARB has reason to believe that an employee may be involved with the use of drugs and alcohol. Reasonable Cause testing exists when a supervisor or manager can document specific personal observations concerning the employee. Those observations may include, but are not limited to:

- Unsafe work habits or practices that endanger the employee, fellow employees, or the public.
- Abnormal work performance.
- Abnormal personal behavior and/or poor interpersonal relations on the job.
- Involvement in a workplace incident where the circumstances indicated the possibility that drugs and alcohol were a factor in the incident.

D. Medical Review Officer

ARB utilizes a Medical Review Officer (MRO) to perform professional assistance by interpreting, evaluating, and monitoring the drug testing results.

The MRO is a licensed physician with knowledge of drug abuse disorders, including the medical effects of prescription drugs and alcohol and the pharmacology and toxicology of illicit drugs and alcohol.

The following rules govern MRO determinations:

1. If the MRO determines, after appropriate review, that there is a legitimate medical explanation for the confirmed positive test result other than the unauthorized use of a prohibited drug, the MRO is not required to take further action.
2. If the MRO determines, after appropriate review, that there is no legitimate medical explanation for the confirmed positive test result other than the unauthorized use of a prohibited drug, the MRO shall refer the

individual tested to ARB's program manager.

3. Based on a review of laboratory inspection reports, quality control data and other drug test results, the MRO may conclude that a particular drug test result is scientifically insufficient for further action. Under these circumstances, the MRO should conclude that the test is negative for the presence of a prohibited drug or drug metabolite in an individual's system.

E. Consequences Of Refusing To Take Or Failing A Drug Or Alcohol Test

- 1 ARB will not hire an applicant, or continue to employ an individual who refuses to take a drug or alcohol test or fails a drug or alcohol test after the MRO determines that there is no legitimate medical explanation for the confirmed positive test result other than the unauthorized use of a prohibited drug and/or alcohol. An employee who refuses to take a drug or alcohol test will be discharged.
2. An applicant and/or employee who has refused to take or has failed a drug and/or alcohol test will be ineligible for employment with ARB for six (6) months. At the end of the six (6) month period, an individual may reapply for employment. If ARB has a position available and chooses to offer it to the applicant, he/she must pass a drug test before beginning employment.
3. After failing or refusing to take a drug and/or alcohol test, if an applicant/employee wants to become eligible for employment before the expiration of the six (6) month period, they must receive a Company approved Substance Abuse Professional's (SAP) approval to return to duty and pass a drug and alcohol test in accordance with ARB procedures. In addition, an employee who returns to duty will be subject to a reasonable program of follow-up drug and alcohol testing, without prior notice. This follow-up testing will be conducted for not more than sixty (60) months after his or her return to duty.
4. ARB is under no obligation to hire an applicant or rehire an employee who has failed or has refused to take a drug or alcohol test. If ARB does hire an applicant or rehire an employee, all subsequent costs incurred as a result of the refusal to test or of failing a drug or alcohol test will be the responsibility of the employee. Any refusal to test or failure of a drug and/or alcohol test after returning to duty will result in immediate discharge.
5. It is not the obligation of ARB to provide for the rehabilitation of any applicant or employee who refuses to take or fails a drug or alcohol test.

VII. Policy Violations

All employees who are covered by this policy are subject to the rules stated in this policy. Violations of this policy by ARB's employees will result in immediate termination.

The policy provisions stated in this policy are applicable to sub-contractors of ARB. Violations of these provisions or refusal to cooperate can result in ARB barring sub-contractors from ARB facilities or from participating in ARB operations.

VIII. Acknowledgement of Understanding

I acknowledge receipt of ARB's Drug and Alcohol Prevention Policy. I understand it is my responsibility to read and comprehend its contents and should I have any questions, I will contact my supervisor.

(Employee Signature)

(Print Name)

(Date)

Note: Employee should receive a copy of the signed copy of this policy

SCHEDULE I
COMPOSITE DRUG AND ALCOHOL
TEN DRUG PANEL/ETHANOL/ALCOHOL

Drug	Screening Levels	Confirmatory Levels
Amphetamines ¹	300 ng/mL	100 ng/mL
Barbiturates ²	300 ng/mL	100 ng/mL
Benzodiazepines ³	300 ng/mL	100 ng/mL
Cocaine	300 ng/mL	50 ng/mL
Cannabinoids ⁴	20 ng/mL	10 ng/mL
Methadone	300 ng/mL	100 ng/mL
Methaqualone ⁵	300 ng/mL	300 ng/mL
Opiates ⁶	2000 ng/mL	2000 ng/mL
Phencyclidine ⁷	25 ng/mL	10 ng/mL
Propoxyphene ⁸	300 ng/mL	100 ng/mL
Ethanol/Alcohol	.04 BAC or greater considered positive	

¹ Stimulants - Methamphetamine - "Speed", "Crank", etc.

² Depressants - Phenobarbital, Nembutal, etc.

³ Tranquilizers - Librium, Valium, Zanax, etc.

⁴ Marijuana, hashish, THC - Tetrahydrocannabinol

⁵ Sedatives - Quaalude "ludes"

⁶ Painkillers - heroin, demerol, morphine, etc.

⁷ PCP - "Angel Dust"

⁸ Darvon



CONTRACTORS OPERATOR QUALIFICATION PLAN

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ARB, INC. OPERATOR QUALIFICATION PLAN

BACKGROUND

The Pipeline Safety Act of 1992 (Sections 106 and 205), and the Accountable Pipeline Safety and Partnership Act of 1996 (Section 4.0) required the Research and Special Programs Administration (RSPA) of the U.S. Department of Transportation (DOT) to adopt pipeline safety regulations.

ARB, Inc.'s Operator Qualification Plan outlines the practices the Operator will require ARB, Inc. to follow in order to comply with the Federal Department of Transportation, Office of Pipeline Safety Regulation 49 CFR 192 Qualification of Pipeline Personnel. DOT regulation requires Operators to ensure that all Individuals who operate and maintain pipeline facilities are Qualified to perform Covered Tasks and shall address their ability to recognize and react appropriately to Abnormal Operating Conditions. The intent of this Qualification Plan is to ensure a qualified workforce and to reduce the probability and consequence of incidents caused by human error. This Plan outlines how ARB, Inc. employees will be evaluated regarding their ability to perform Covered Tasks and to recognize and react to Abnormal Operating Conditions.

SCOPE

ARB, Inc.'s Operator Qualification Plan encompasses ARB, Inc. personnel, subcontractor personnel and personnel of all other Non-Operator entities who perform Covered Tasks on behalf of the Operator. This will ensure that all personnel described herein are Qualified in accordance with the Operator Qualification Rule, and that adequate records to document these qualifications are maintained. Failure to comply with any portion of this Operators Qualification program (OQ program) where such portion is in excess of those required by 49 CFR Part 192, Subpart N. may not be deemed as a violation of the rule requirements by Federal and/or State regulators.

DEFINITIONS

Words used herein in the singular, where the context so permits shall also apply to words when used in the plural and visa versa.

- Abandoned means permanently removed from service.
- Abnormal Operating Condition is a condition identified by the Operator that may indicate a malfunction of a component or deviation from normal operations that may indicate an operating condition that could exceed design limits or result in a hazard(s) to persons, property or the environment.
- Construction is an activity that occurs to pipeline facilities on new and/or replacement components not physically connected to existing pipeline facilities. Tasks that involve construction prior to actual tie-in are not Covered Tasks.
- Evaluation means a process to determine an Individual's ability to perform a Covered Task.
- Evaluator means a person who is authorized to assess and document the qualification of an individual and thereby determine if the Individual is qualified to perform a Covered Task.
- Existing pipeline facilities are those components that are or have been in active service, excluding abandoned facilities, where they currently reside.
- Incident
As defined in 191.3, an incident is:
 1. An event that involves the release of gas from a pipeline which results in either of the following:
 - a. A death, or personal injury necessitating in-patient hospitalization; or

ARB, INC. OPERATOR QUALIFICATION PLAN

- b. Estimated property damage, including cost of lost gas, of the Operator or others, or both, of \$50,000 or more.
 - 2. An event that is significant, in the judgement of the Operator, even though it did not meet the criteria of paragraph (1).
- Individual means a person, either employee or contractor, who performs one or more Covered Tasks on behalf of the Operator.
 - Maintenance is an activity performed directly upon existing pipelines that are in operation or are physically connected to the pipeline system at the time the work is performed. Tie-ins of construction work and all work subsequent to the tie-in are maintenance tasks.
 - Non-Covered Tasks are Activities that do not meet the four (4) -part test as described under the definition of Covered Tasks.
 - Operation is the starting, stopping and monitoring of the pipeline system. The operation of the pipeline refers to any changed conditions in the pipeline, such as pressure or flow rate.
 - Operator means a person or entity that engages in the transportation of gas.
 - Performed on a Pipeline Facility means an Activity performed by an Individual whose performance directly impacts the Pipeline Facility. An Individual who works on a pipeline component that is physically connected to the Pipeline System is performing work on a Pipeline Facility.
 - Pipeline or Pipeline System means all parts of those physical facilities through which gas moves in transportation, including pipe, valves, and other appurtenances (collectively or individually referred to as components in this Plan) attached to pipe, compressor units, metering stations, regulator stations, delivery stations, and fabricated assemblies.
 - Qualified Individual means an Individual who:
 1. Successfully completes an evaluation process; and
 2. Can perform assigned Covered Tasks; and
 3. Can recognize and react to Abnormal Operating Conditions; and
 4. Maintains current qualification.
 - Removed from the System means a part of the Pipeline System (Facilities or components) is physically removed disconnected or isolated from the remainder of the Pipeline System. Activities performed on Pipeline Facilities Removed from the System are not Covered Tasks under this Plan.

COVERED TASK(S)

A Covered Task is a task that meets all four of the following requirements:

1. Is performed on a pipeline facility
2. Is an operations or maintenance task?
3. Is performed as a requirement in 49 CFR Part 192
4. Affects the operation or integrity of the pipeline

Identified activities that are Covered Tasks for this plan are listed in Appendix A. The Covered Tasks in this plan may be added to or omitted by an individual Operator.

EVALUATION

In order to be in compliance with the Operator Qualification requirements of the Accountable Pipeline Safety and Partnership Act of 1996, ARB, Inc. has adopted and implemented the Operator Qualification

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Program developed by the Interstate Natural Gas Association of America (INGAA). The INGAA program was developed by the natural gas operators of the United States and is intended to be a common standard for the industry. Individual operators will then be task-qualified based upon projected needs.

We have contracted the services of NCCER/PTAP through various third party administrators for Written Assessments and/or Performance Evaluations. Malinda McCollian is ARB, Inc.'s Program Manager.

The evaluation of an Individual's qualifications is an objective, consistent process that documents the ability to perform the Covered Task. This includes the Individual's ability to recognize and react to Abnormal Operating Conditions the Operator reasonably anticipates a Qualified Individual may encounter while performing the Covered Task.

A minimum of 2 of the following methods will be used to evaluate each employee to ensure that skills, knowledge and ability on the specific covered task that the individual is going to perform have been covered. By doing so, this will ensure that the employee will have 100% understanding upon completing and passing each method:

- Written Exam
- Oral Exam
- Observation during:
 1. Performance on the job (CFR 192.809(e) not to be used as a sole evaluation method as of July 15, 2005 per Federal Register Vol. 70 No. 114, June 15, 2005)
 2. On the job training
 3. Simulations
- Computer based evaluations or simulations
- Vendor or Industry validations or certificates
- Field Testing

According to the NCCER/PTAP policy, if giving written exams for Abnormal Operating Conditions and Pipeline Maintenance Technician, the following cut scores are required to get a passing grade:

Abnormal Operating Condition Field	Cut Score 80%
Pipeline Maintenance Technician V3	Cut Score 70% (Per Covered Task)

All missed items on testing materials will be reviewed so that employee will have 100% knowledge and understanding.

EVALUATION PROCESS

1. ARB, Inc.'s Employee Qualification Process

ARB, Inc. shall provide documentation certifying that an Individual (employee or subcontractor) who performs or directs and observes the performance of Covered Tasks has been evaluated and are currently Qualified to perform the required Covered Tasks under this plan or another plan approved by the Operator. ARB, Inc. shall provide the documentation identified in the Record Keeping section of this plan.

ARB, Inc.'s employees not qualified to perform a Covered Task may perform that Covered Task if under the direct observation of a Qualified Individual. The Qualified Individual must take responsibility for the proper performance of the Covered Task, and must be in a position at all times to observe the performance of the Covered Task and take prompt corrective action if necessary. The ratio of non-Qualified to qualified personnel involved in the performance of any Covered Task should be 1 to 1. Exceptions to this provision are Covered Tasks pertaining to [1] plastic pipe fusion and [2] welding. All plastic fusion and welding personnel shall be Qualified

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2. Employee Identification & Validation

ARB, Inc. must assure an Operator that the Individual who is stated to be Qualified for specific Covered Tasks is in fact the Individual who has been Qualified. The Individual must present a valid photo identification or drivers license prior to being evaluated and must be able to present the identification at any time on the job site along with an ARB, Inc. Operator Qualification Card. ARB, Inc. provides OQ Cards for individuals with current Qualifications listed on the card.

3. Subcontractor Qualification Verification Process

To ensure that ARB, Inc. only uses Qualified Subcontractors on any project that has OQ Tasks, Project Management will request a copy of the Subcontractors Operator Qualification Plan and a copy of each Qualified individuals OQ cards that will be on each jobsite. No Covered Tasks will be performed prior to verification of each individual's OQ card. This information will be given to the OQ Administrator and will be reflected on each Quarterly Report under the section titled "Subcontractor Employees".

PERFORMANCE EVALUATIONS

ARB, Inc. is responsible for ensuring that Qualified Evaluators conduct the evaluations. The Evaluator must ensure that evaluations and documentation are in accordance with this plan.

Evaluators must be able to: 1) ascertain if the Individual performs the Covered Task properly in accordance with the Operator's procedures; and 2) ascertain if the Individual understands and is capable of recognizing and reacting to an Abnormal Operating Condition. The evaluator should be familiar with the resources applicable to the Covered Task including manufacturer's guidelines and performance checklists.

ARB, Inc.'s evaluators are responsible for documenting the Individual's qualifications. Documenting may include ensuring the qualification record(s) are entered into the records management system. ARB, Inc. is responsible for confirming that the Individual qualification records are current. ARB, Inc. evaluator may be required to successfully complete an Evaluator qualification process approved by the Operator or its designee.

SUBSEQUENT QUALIFICATION INTERVALS

Subsequent to initial qualification, re-evaluations of individuals performing covered tasks are conducted at intervals not to exceed three calendar years.

Operator/Contractor shall maintain records in accordance with the Operator Qualification rule.

Qualification records shall include:

- Identification of qualified individual(s)
- Identification of the covered tasks an individual is qualified to perform
- Date(s) of current qualification
- Qualification Method(s)

VERIFICATION OF CONTINUED QUALIFICATION

ARB, Inc. must:

1. Evaluate an Individual if the individual's performance of a covered task has contributed to an incident under 191.3.

Each DOT incident will be reviewed in accordance with the Operator's procedure. If the action of an ARB, Inc.'s Qualified Individual performing a Covered Task cannot be discounted as contributing to

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an incident, that Individual's qualification on that specific Covered Task will be immediately suspended. The suspension will continue until that Individual is exonerated by the Operator or Re-Trained and Re-Qualified. The Operator reserves the right to determine the method of re-qualification. The Individual may continue to perform other Covered Tasks for which they are Qualified.

2. Evaluate an Individual if the Individual is no longer Qualified.

An Individual's qualification for a Covered Task(s) will be suspended for reasons including but not limited to unsatisfactory performance of a Covered Task or if the Operator or ARB, Inc. believes the Individual can no longer satisfactorily perform the Covered Task. The suspension will continue until that Individual is exonerated by the Operator or Re-Trained and Re-Qualified. The Operator will reserve the right to determine the method of re-qualification. This Individual may continue to perform other Covered Tasks for which they are Qualified.

3. Provide Modules for studying for individual Covered Tasks before retesting.

Study Modules will be given to each participant that is no longer Qualified before he is to be retested to ensure that he has proper knowledge and training before Re-Qualification.

MANAGEMENT OF CHANGE

Whenever ARB, Inc. initiates changes in procedures or qualification requirements under this plan, ARB, Inc. shall communicate those changes by at least one of the following methods to ensure notification has been made: In writing, by telephone, through payroll distribution and/or by mandatory employee meetings to all ARB, Inc. ARB, Inc. shall require that a new Acknowledgement of Understanding (Appendix D) is signed and kept on file for each current employee confirming notification. ARB, Inc. has responsibility to manage these changes and ensure that if required, Individuals are re-evaluated and qualified according to the changes prior to the performance of the Covered Task(s). All changes in procedures and qualification requirements under this plan will also be submitted by email to the Operator.

MUTUAL ASSISTANCE PROGRAM

ARB, Inc. will accept all other Operator Qualification Programs as long as they meet or exceed the DOT OQ CFR Part 192 Subpart N(Gas) and CFR Part 195 Subpart G (Liquids) Rule.

RECORD KEEPING

- The qualification records shall include the following:
- Identification of Qualified Individuals
- Identification of Covered Tasks the Individual is Qualified to perform
- Dates of current qualification(s)
- Qualification methods
- Evaluator's name
- Documentation of the Evaluator's qualifications.

ARB, Inc. shall be responsible for creating and maintaining records supporting ARB, Inc. employees' qualifications while the specific Individual is performing the Covered Tasks. ARB, Inc. provides the

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APPENDIX B

ARB, Inc. Performance Evaluators

Contact	
Operator Qualifications Program Manager Malinda McCollian Phone: 949-454-7113	
Ed Ayala	
Dave Cox	
Danny Gutierrez	
Tim Bloodgood	
Tim Shuey	
Steve Jones	
Raymond Smith	
Steve Balkcom	
Gary Barnett	
Wayne Burton	

APPENDIX C

ADMINISTRATIVE PROCEDURES

EVALUATOR'S CHECKLIST

Evaluators Preparation for Evaluation:

1. Is the Individual ready to be evaluated? Consider time, experience and understanding of the Task(s).
2. Does the Individual know the Task(s) on which they will be evaluated and understand the resources that can be used during the evaluation? Does the Individual have the Evaluation Guideline(s) and other resources?
3. Obtain and review the necessary reference material:
 - Covered Task with Evaluation Guideline, AOC
 - Manufacturer's Guideline
 - Construction Specifications
 - Record keeping and documentation requirements
4. Review, and select a time and location for the evaluation. Consider:
 - Is the location appropriate?
 - Does the Individual have special needs?
 - Are the appropriate tools and equipment available?

Preparing the Individual for the Evaluation:

1. Explain the purpose and intent of the evaluation:
 - The objective is to demonstrate and document your qualifications.
 - Identify the Covered Task(s) and material that will be covered in the evaluation. (Evaluation Guideline and other information the Evaluator determines must be reviewed to qualify the Individual to perform the Covered Task.)
2. Explain the evaluation process, including:
 - Importance of Task performance and evaluation
 - Evaluator's role during evaluation (e.g., not to coach/not to give answers)
 - Rules/practices (as established by the individual company)

Examples might include:

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- Can the Individual ask questions? Yes, but the Evaluator should not respond to any questions pertaining to the performance of the Covered Task.
- How much time is to be allowed for the Evaluation? A reasonable time should be allotted for the Individual to perform, demonstrate, simulate and/or describe the Covered Task.
- What use of reference materials is allowed? Any reference materials pertinent to the Covered Task except the Evaluation Guideline.
- What are the causes for ending the Evaluation - e.g., completed Covered Task, safety concern, operational concern/problem, or Evaluator's discretion.

EVALUATION PROCESS

1. Begin individual performance, demonstration or description of the Covered Task.
2. Conduct Evaluation:
 - A. Evaluate performance or description of the performance of the Covered Task. Does the Individual demonstrate the understanding of:
 - Safety procedures
 - Use of the correct tools and equipment
 - Correct procedures in the correct sequence
 - How to complete the Covered Task in a timely fashion
 - B. Evaluator's documentation during evaluation should:
 - Be thorough and well organized
 - Cite specific examples of performance
 - Be factual, not subjective
 - C. If the Evaluator asks questions during the evaluation, the Evaluator should:
 - Use questions to verify or clarify only; avoid paraphrasing Individual's answer
 - Avoid asking "leading" questions
 - Ask the same questions of all Individuals according to the Evaluation Guideline
 - D. Evaluator should avoid:
 - Making personal judgments
 - Comparing one person's performance to another person's performance
 - Making snap judgments
 - Anticipation (let Individual follow through unless problem is a "safety/operations" issue)

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- Influence of Individual's reputation
 - Coaching or training during evaluation process
 - Unreasonably high or low expectations (instead, maintain consistency and accuracy appropriate for the Covered Task)
 - Distractions or diversions by others and/or the environment
3. Complete the Evaluation by stating, "The evaluation is over."

AFTER THE EVALUATION

1. If Qualified:

- The Evaluator must advise the Individual that they have successfully completed the Evaluation and they are Qualified to perform the Covered Task.
- The Evaluator is responsible for documenting the Individual's successful qualification for a Covered Task.
- Individuals are NOT qualified to perform a Covered Task until the documentation is complete.

2. If not Qualified:

- The Evaluator must inform the Individual of the Covered Task elements in which they are deficient.
- The Evaluator must inform the Individual they cannot perform the Covered Task unless they are under the direct observation and direction of a qualified person.

RE-EVALUATION

1. Depending on the complexity of the Covered Task, the Evaluator may elect to continue with the session and coach and instruct the Individual on the proper performance of the Covered Task.
2. An Evaluator may re-evaluate the Individual at any time after the Individual has obtained adequate instruction, knowledge or skills to perform the Covered Task.



Appendix A
CoveredTasks List

API Approved Liquid/Gas Covered Tasks List
with references to NCCER Pipeliner Training and Assessment Materials

Revision Date 01-16-09

Note 1 - Workers must be qualified on either "Field" or "Control Center" Abnormal Operating Conditions, (AOC) or both. Note 2 - Abnormal Operating Conditions are incorporated within each task performance verification. Note 3 - Please see footnote for important information about Task 43 Note 4 - Please see footnote for important information about AOC Assessments			Content Learning Series		Written Assessments													Performance Verifications					
			Level	Module #	E & I Pipeliner Technician	Mechanical Pipeliner Technician	Corrosion Preven. Field Tech 1-Measurement	Corrosion Preven. Field Tech 1-Installation	Corrosion Prevention Field Technician 2	Corrosion Prevention Field Technician 3	Field and Control Center Operations Technician	Liquid Pipeline Field Operations	Liquid Control Center Operations	Pipeline Maintenance Technician	Gas Maintenance Technician	Gas Pipeline Operations	Non Destructive Testing		Abnormal Operating Conditions-(General)	Abnormal Operating Conditions-(Control Ctr)	Abnormal Operating Conditions-(Gas)	Abnormal Operating Conditions-(Field)	
Task #	Task Type	API Covered Tasks and Sub-Tasks																					
AOC	L	Abnormal Operating Conditions (General)	1	66102																X	Note 2		
AOC	L/G	Abnormal Operating Conditions (Control)	1	65102																	X	Note 2	
AOC	G	Abnormal Operating Conditions (Gas)	1	67107																		X	Note 2
AOC	L/G	Abnormal Operating Conditions (Field)	1	66102/67107																		X	Note 2
CORROSION																							
1	L/G	Conduct Annual Surveys or Electrically Inspect Unprotected Bare Pipe		Split																			
		1.1 Measure structure-to-soil potentials	1	61108			X															PV011	
		1.2 Conduct close interval survey	2	61205					X													PV012	
		1.3 Test to detect interference	2	61203					X													PV013	
		1.4 Inspect and perform electrical test of bonds	2	61205			X															PV014	
		1.5 Inspect and test isolation devices	1	61108			X															PV015	
2	L/G	Maintain Test Leads		61109				X														PV021	
		2.1 Inspect and verify test lead continuity						X														PV022	
		2.2 Repair damaged test leads						X														PV023	
		2.3 Install test leads by non-exothermic welding methods						X														PV024	
		2.4 Install test leads by exothermic welding methods						X														PV024	
3	L/G	Inspect Rectifier		61108			X															PV031	
		3.1 Obtain a voltage and current output reading from a rectifier	1				X															PV032	
		3.2 Check for proper operation of a rectifier					X		X													PV032	
4	L/G	Maintain Rectifier		61202				X														PV041	
		4.1 Troubleshoot rectifier bond connections	2					X														PV042	
		4.2 Repair or replace defective rectifier components						X														PV043	
		4.3 Adjustment of rectifier							X													PV043	
5	L/G	Inspect Buried Pipe When Exposed (Also in Maintenance 62204)		61105				X														PV051	
		5.1 Inspect for physical damage on buried or submerged pipe	1					X	X													PV052	
		5.2 Inspect for external corrosion on buried or submerged pipe						X	X													PV053	
		5.3 Inspect the condition of external coating on buried or submerged pipe						X	X													PV053	
7	L/G	Inspect and Perform Prevention Methods for Atmospheric Corrosion		Split						X												PV071	
		7.1 Visual inspection of atmospheric coating	1	61106						X												PV072	
		7.2 Prepare surface for atmospheric coating using hand and power tools	1	61106			X							X								PV073	
		7.3 Perform water pressure cleaning	1	61106			X							X								PV074	
		7.4 Prepare surface for atmospheric coating by abrasive blasting	2	61207			X							X								PV075	
		7.5 Apply atmospheric coating using hand application methods	1	61106			X															PV076	
		7.6 Apply atmospheric coating using spray applications	2	61208			X															PV077	
		7.7 Use coating inspection tools	2	61206			X															PV077	
8	L/G	Measure Wall Thickness		61104			X															PV081	
		8.1 Measure pit depth with pit gauge	1				X															PV082	
		8.2 Measure wall thickness with handheld ultrasonic meter					X															PV083	
		8.3 Measure corroded area					X															PV083	
9	L/G	Cathodic Protection Remediation		Split																		PV091	
		9.1 Install bonds	2	61203							X											PV092	
		9.2 Install galvanic anodes	2	61201						X												PV093	
		9.3 Install rectifiers	2	61201							X											PV094	
		9.4 Install impressed current groundbeds	2	61201							X											PV095	
		9.5 Repair shorted casings (Also in Maintenance 62304)	2	61204				X														PV095	
10	L/G	Monitor for Internal Corrosion		61111			X															PV101	
		10.1 Insert and remove coupons	1				X															PV102	
		10.2 Monitor probes (on-line)					X															PV110	
11	L/G	Perform Internal Corrosion Remediation		61111			X															PV110	
		No Subtasks	1																				

API Approved Liquid/Gas Covered Tasks List
with references to NCCER Pipeliner Training and Assessment Materials

Revision Date 01-16-09

Task #	Task Type	API Covered Tasks and Sub-Tasks	Content Learning Series		Written Assessments													Performance Verifications				
			Level	Module #	E & I Pipeline Technician	Mechanical Pipeline Technician	Corrosion Preven. Field Tech. 1-Measurement	Corrosion Preven. Field Tech. 1-Installation	Corrosion Prevention Field Technician 2	Corrosion Prevention Field Technician 3	Field and Control Center Operations Technician	Liquid Pipeline Field Operations	Liquid Control Center Operations	Pipeline Maintenance Technician	Gas Maintenance Technician	Gas Pipeline Operations	Non Destructive Testing		Abnormal Operating Conditions-(General)	Abnormal Operating Conditions-(Control Ctr)	Abnormal Operating Conditions-(Gas)	Abnormal Operating Conditions-(Field)
Note 1 - Workers must be qualified on either "Field" or "Control Center" Abnormal Operating Conditions, (AOC) or both. Note 2 - Abnormal Operating Conditions are incorporated within each task performance verification. Note 3 - Please see footnote for important information about Task 43 Note 4 - Please see footnote for important information about AOC Assessments																						
12	L/G	Inspect Internal Pipe Surface No Subtasks	1	61110																	PV120	
13	L/G	Apply and Repair External Coating on Buried or Submerged Pipe		Split																		
		13.1 Prepare surface for coating using hand and power tools	1	61106																		PV131
		13.2 Perform water pressure cleaning	1	61106																		PV132
		13.3 Prepare surface for coating by abrasive blasting	2	61207																		PV133
		13.4 Apply coating using hand application methods	1	61107																		PV134
		13.5 Apply coating using spray applications	2	61208																		PV135
MAINTENANCE																						
9	L/G	9.5 Repair shorted casings (Also in Corrosion 61204)	2	62304																		PV095
14	L/G	Place and Maintain Line Markers																				
		14.1 Locate line (Also in Corrosion 61103)	1	62106																		PV141
		14.2 Install marker																				PV142
		14.3 Inspect and maintain marker																				PV143
		14.4 Inspect and maintain aerial line markers																				PV144
15	L/G	Inspect Surface Conditions of Right-of-Way																				
		15.1 Visual inspection of the surface	2	62201																		PV151
		15.2 Reporting protocols																				PV152
16	L/G	Inspect Navigable Waterway Crossing																				
		16.1 Use of probing equipment	2	62201																		PV161
		16.2 Use of sonar equipment																				PV162
		16.3 Reporting protocols																				PV163
17	L/G	Provide Temporary Marking of Buried Pipeline Prior to Excavation																				
		17.1 Locate line (Also in Corrosion 61103)	1	62107																		PV171
		17.2 Install marker																				PV172
		17.3 Inspect and maintain marker																				PV173
18	L/G	Inspection Following Excavation Activities and Leak Survey After Blasting																				
		18.1 Utilize leak survey techniques	2	62206																		PV181
		18.2 Monitor for pressure loss																				PV182
20	L/G	Inspect Valves (Also in Mechanical 63204)																				
		20.1 Routine walk-around inspection	2	62203																		PV201
		20.2 External integrity inspection																				PV202
		20.3 Function test valve																				PV203
		20.4 Leak test valve																				PV204
27	L	Inspection of Breakout Tanks																				
		27.1 Routine monthly inspection of breakout tanks	2	62202																		PV271
		27.2 Inspection of in-service breakout tanks																				PV272
28	L/G	Provide Security for Pipeline Facilities																				
		No Subtasks	1	62106																		PV280
29	L/G	Launching/Receiving In-line Inspection Device																				
		29.1 Launching in-line inspection devices	3	62303																		PV291
		29.2 Receiving in-line inspection devices																				PV292
32		32.0 Monitoring Excavation Activities	1	62107																		PV320

API Approved Liquid/Gas Covered Tasks List
with references to NCCER Pipeliner Training and Assessment Materials

Revision Date 01-16-09

Note 1 - Workers must be qualified on either "Field" or "Control Center" Abnormal Operating Conditions, (AOC) or both. Note 2 - Abnormal Operating Conditions are incorporated within each task performance verification. Note 3 - Please see footnote for important information about Task 43 Note 4 - Please see footnote for important information about AOC Assessments			Contren Learning Series		Written Assessments																	
Task #	Task Type	API Covered Tasks and Sub-Tasks	Level	Module #	E & I Pipeliner Technician	Mechanical Pipeliner Technician	Corrosion Preven. Field Tech 1-Measurement	Corrosion Preven. Field Tech 1-Installation	Corrosion Prevention Field Technician 2	Corrosion Prevention Field Technician 3	Field and Control Center Operations Technician	Liquid Pipeline Field Operations	Liquid Control Center Operations	Pipeline Maintenance Technician	Gas Maintenance Technician	Gas Pipeline Operations	Non Destructive Testing	Abnormal Operating Conditions-(General)	Abnormal Operating Conditions-(Control Ctr)	Abnormal Operating Conditions-(Gas)	Abnormal Operating Conditions-(Field)	Performance Verifications
MECHANICAL																						
19	L/G	Valve Maintenance		Split																		
		19.1 Valve body winterization or corrosion inhibition	1	63107		X																PV191
		19.2 Valve lubrication	1	63107		X																PV192
		19.3 Valve seat sealing	1	63107		X																PV193
		19.4 Valve stem packing maintenance	1	63107		X																PV194
		19.5 Actuator/operator adjustment, electric (Also in E&I 64208)	3	63308		X																PV195
		19.6 Actuator/operator adjustment, pneumatic	3	63306		X																PV196
		19.7 Actuator/operator adjustment, hydraulic	3	63307		X																PV197
20	L/G	Inspect Valves (Also in Maintenance 62203)		Split																		
		20.1 Routine walk-around inspection	2	63204																		PV201
		20.2 External integrity inspection	2	63204																		PV202
		20.3 Function test valve	2	63204																		PV203
		20.4 Leak test valve	2	63204																		PV204
21	L/G	Repair Valves		Split																		
		21.1 Repair valve actuator/operator, pneumatic	3	63306		X																PV211
		21.2 Disassembly/re-assembly of valve	2	63204		X																PV212
		21.3 Internal inspection of valve	2	63204		X																PV213
		21.4 Repair valve actuator/operator, hydraulic	3	63307		X																PV214
		21.5 Repair valve actuator/operator, electric	3	63308		X																PV215
22	L	Inspect Tank Pressure/Vacuum Breakers and Inspect, Test and Calibrate HVL Tank Pressure Relief Valves	2	63205		X																PV220
		No Subtasks																				
23	L/G	Maintain and Repair Relief Valves and Pressure Limiting Devices		Split																		
		23.1 Maintain/repair relief valves	2	63205		X																PV231
		23.2 Maintain/repair pressure limiting devices	2	63205		X																PV232
24	L/G	Inspect, Test and Calibrate Pressure Limiting Devices and Relief Valves	2	63205		X																PV240
		No Subtasks																				
ELECTRICAL AND INSTRUMENTATION																						
19	L/G	19.5 Actuator/operator adjustment, electric (Also in Mechanical 63308)	2	64208		X																PV195
25	L/G	Inspect, Test and Calibrate Pressures Switches and Transmitters		Split																		
		25.1 Inspect, test and calibrate pressure switches	2	64206		X																PV251
		25.2 Inspect, test and calibrate pressure transmitters	2	64206		X																PV252
26	L/G	Verify or Set Protection Parameters for Programmable Controllers and/or Other Instrumentation Control Loops	2	64207		X																PV260
		No Subtasks																				
30	L	Test Overfill Protective Devices	2	64206		X																PV300
		No Subtasks																				
31	L	Inspect and Calibrate Overfill Protective Devices	2	64206		X																PV310
		No Subtasks																				
44	L	CPM Leak Detection		Split																		
		44.1 Inspection, testing and calibrations of leak detection equipment	2	64209		X																PV441
		44.2 Verify the leak detection system meets design parameters	2	64209		X																PV442
55	G	Maintain Fixed Gas Detection Equipment	2	64210		X																PV550
		No Subtasks																				

API Approved Liquid/Gas Covered Tasks List
with references to NCCER Pipeliner Training and Assessment Materials

Revision Date 01-16-09

Note 1 - Workers must be qualified on either "Field" or "Control Center" Abnormal Operating Conditions, (AOC) or both. Note 2 - Abnormal Operating Conditions are incorporated within each task performance verification. Note 3 - Please see footnote for important information about Task 43 Note 4 - Please see footnote for important information about AOC Assessments			Content Learning Series		Written Assessments																
			Level	Module #	E & I Pipeline Technician	Mechanical Pipeline Technician	Corrosion Prevent Field Tech 1-Measurement	Corrosion Prevent Field Tech 1-Installation	Corrosion Prevention Field Technician 2	Corrosion Prevention Field Technician 3	Field and Control Center Operations Technician	Liquid Pipeline Field Operators	Liquid Control Center Operations	Pipeline Maintenance Technician	Gas Maintenance Technician	Gas Pipeline Operations	Non Destructive Testing	Abnormal Operating Conditions-(General)	Abnormal Operating Conditions-(Control Ctr)	Abnormal Operating Conditions-(Gas)	Abnormal Operating Conditions-(Field)
Task #	Task Type	API Covered Tasks and Sub-Tasks																			
LIQUID PIPELINE FIELD OPERATIONS																					
43‡	L/G	Operations of a Pipeline System		Split																	
		43.1 Start-up of a pipeline	1	60105						X										PV431	
		43.2 Shutdown of a pipeline	1	60105						X											PV432
		43.3 Monitor pressures, flows, communications and line integrity and maintain them within allowable limits	1	60106						X											PV433
		43.4 Manually or remotely open or close valves or other equipment	1	60105						X											PV434
63	L	Operations of a Pipeline System		Split																	
		63.1 Start-up of a pipeline	1	60105							X										PV631
		63.2 Shutdown of a pipeline	1	60105							X										PV632
		63.3 Monitor pressures, flows, communications and line integrity and maintain them within allowable limits	1	60106							X										PV633
		63.4 Manually or remotely open or close valves or other equipment	1	60105							X										PV634
LIQUID PIPELINE CONTROL CENTER OPERATIONS																					
43‡	L/G	Operations of a Pipeline System		Split																	
		43.1 Start-up of a pipeline	1	65106							X										PV431
		43.2 Shutdown of a pipeline	1	65106							X										PV432
		43.3 Monitor pressures, flows, communications and line integrity and maintain them within allowable limits	1	65105							X										PV433
		43.4 Manually or remotely open or close valves or other equipment	1	65106							X										PV434
64	L	Operations of a Pipeline System		Split																	
		64.1 Start-up of a pipeline	1	65106								X									PV641
		64.2 Shutdown of a pipeline	1	65106								X									PV642
		64.3 Monitor pressures, flows, communications and line integrity and maintain them within allowable limits	1	65105								X									PV643
		64.4 Manually or remotely open or close valves or other equipment	1	65106								X									PV644
GAS PIPELINE OPERATIONS																					
43‡	L/G	Operations of a Pipeline System		Split																	
		43.1 Start-up of a pipeline																			PV431
		43.2 Shutdown of a pipeline																			PV432
		43.3 Monitor pressures, flows, communications and line integrity and maintain them within allowable limits	1	67104/105																	PV433
		43.4 Manually or remotely open or close valves or other equipment																			PV434
65	G	Operations of a Pipeline System		Split																	
		65.1 Start-up of a pipeline																			PV651
		65.2 Shutdown of a pipeline																			PV652
		65.3 Monitor pressures, flows, communications and line integrity and maintain them within allowable limits	1	67104/105																	PV653
		65.4 Manually or remotely open or close valves or other equipment																			PV654
50	G	Purge Gas from a Pipeline																			
		No Subtasks	1	67104/105																	PV500
51	G	Purge Air from a Pipeline																			
		No Subtasks	1	67104/105																	PV510
54	G	Test Remote Control Shutdown Devices																			
		No Subtasks	1	67104/105																	PV540
56	G	Perform Incremental Pressure Increases to Update MAOP																			
		No Subtasks	1	67104/105																	PV560
57	G	Operate Odorant Equipment																			
		No Subtasks	1	67104/105																	PV570
58	G	Monitor Odorant Level																			
		No Subtasks	1	67104/105																	PV580
Note 3	43‡	Yellow indicates most recent changes																			
Note 4		CT 43 Will no longer be available after 12/6/08.																			
		AOC General and AOC Gas have been combined into AOC Field																			

ATTACHMENT "2"

EQUAL BENEFITS ORDINANCE DISCLOSURE

As a condition of being awarded a contract with the City of Long Beach ("City"), the selected Contractor/Vendor ("Contractor") may be required during the performance of the Contract, to comply with the City's nondiscrimination provisions of the Equal Benefits Ordinance ("EBO") set forth in the Long Beach Municipal Code section 2.73 et seq. The EBO requires that during the performance of the contract, the Contractor shall provide equal benefits to its employees with spouses and employees with domestic partners. Benefits include but are not limited to, health benefits, bereavement leave, family medical leave, membership and membership discounts, moving expenses, retirement benefits and travel benefits. A cash equivalent payment is permitted if an employer has made all reasonable efforts to provide domestic partners with access to benefits but is unable to do so. A situation in which a cash equivalent payment might be used is where the employer has difficulty finding an insurance provider that is willing to provide domestic partner benefits.

The EBO is applicable to the following employers:

- For-profit employers that have a contract with the City for the purchase of goods, services, public works or improvements and other construction projects in the amount of \$100,000 or more
- For-profit entities that generate \$350,000 or more in annual gross receipts leasing City property pursuant to a written agreement for a term exceeding 29 days in any calendar year

Contractors who are subject to the EBO must certify to the City before execution of the contract that they are in compliance with the EBO by completing the EBO Certification Form, attached, or that they have been issued a waiver by the City. Contractors must also allow authorized City representatives access to records so the City can verify compliance with the EBO.

The EBO includes provisions that address difficulties associated with implementing procedures to comply with the EBO. Contractors can delay implementation of procedures to comply with the EBO in the following circumstances:

- 1) By the first effective date after the first open enrollment process following the contract start date, not to exceed two years, if the Contractor/vendor submits evidence of taking reasonable measures to comply with the EBO; or
- 2) At such time that the administrative steps can be taken to incorporate nondiscrimination in benefits in the Contractor/vendor's infrastructure, not to exceed three months; or
- 3) Upon expiration of the contractor's current collective bargaining agreement(s).

Compliance with the EBO

If a contractor has not received a waiver from complying with the EBO and the timeframe within which it can delay implementation has expired but it has failed to comply with the EBO, the Contractor may be deemed to be in material breach of the Contract. In the event of a material breach, the City may cancel, terminate or suspend the City agreement, in whole or in part. The City also may deem the Contractor an irresponsible bidder and disqualify the Contractor from contracting with the City for a period of three years. In addition, the City may assess liquidated damages against the Contractor which may be deducted from money otherwise due the Contractor. The City may also pursue any other remedies available at law or in equity.

By my signature below, I acknowledge that the Contractor understands that to the extent it is subject to the provisions of the Long Beach Municipal Code section 2.73, the Contractor shall comply with this provision.

Printed Name: Scott E. Summers Title: President

Signature:  Date: April 1, 2011

Business Entity Name: ARB, Inc.

EQUAL BENEFITS ORDINANCE CERTIFICATION OF COMPLIANCE

Section 1. CONTRACTOR/VENDOR INFORMATION

Name: ARB, Inc. Federal Tax ID No. [REDACTED]
Address: 26000 Commercentre Drive
City: Lake Forest State: CA ZIP: 92630
Contact Person: Lauren Liu Telephone: 949-454-7170
Email: lliu@arbinc.com Fax: 949-595-5553

Section 2. COMPLIANCE QUESTIONS

- A. The EBO is inapplicable to this Contract because the Contractor/Vendor has no employees. Yes No
- B. Does your company provide (or make available at the employees' expense) any employee benefits? Yes No
(If "yes," proceed to Question C. If "no," proceed to section 5, as the EBO does not apply to you.)
- C. Does your company provide (or make available at the employees' expense) any benefits to the spouse of an employee?
 Yes No
- D. Does your company provide (or make available at the employees' expense) any benefits to the domestic partner of an employee?
 Yes No (If you answered "no" to both questions C and D, proceed to section 5, as the EBO is not applicable to this contract. If you answered "yes" to both Questions C and D, please continue to Question E. If you answered "yes" to Question C and "no" to Question D, please continue to section 3.)
- E. Are the benefits that are available to the spouse of an employee identical to the benefits that are available to the domestic partner of an employee?
 Yes No
(If "yes," proceed to section 4, as you are in compliance with the EBO. If "no," continue to section 3.)

Section 3. PROVISIONAL COMPLIANCE

- A. Contractor/vendor is not in compliance with the EBO now but will comply by the following date:

_____ By the first effective date after the first open enrollment process following the contract start date, not to exceed two years, if the Contractor/vendor submits evidence of taking reasonable measures to comply with the EBO; or

_____ At such time that the administrative steps can be taken to incorporate nondiscrimination in benefits in the Contractor/vendor's infrastructure, not to exceed three months; or

_____ Upon expiration of the contractor's current collective bargaining agreement(s).

- B. If you have taken all reasonable measures to comply with the EBO but are unable to do so, do you agree to provide employees with a cash equivalent? (The cash equivalent is the amount of money your company pays for spousal benefits that are unavailable for domestic partners.)
____ Yes ____ No

Section 4. REQUIRED DOCUMENTATION

At time of issuance of purchase order or contract award, you may be required by the City to provide documentation (copy of employee handbook, eligibility statement from your plans, insurance provider statement, etc.) to verify that you do not discriminate in the provision of benefits.

Section 5. CERTIFICATION

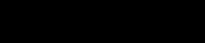
I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that I am authorized to bind this entity contractually. By signing this certification, I further agree to comply with all additional obligations of the Equal Benefits Ordinance that are set forth in the Long Beach Municipal Code and in the terms of the contract of purchase order with the City.

Executed this 2st day of April, 2011, at Lake Forest, CA

Name Scott E. Summers

Signature 

Title President

Federal Tax ID No. 



ATTACHMENT

Debarment, Suspension, Ineligibility Certification

(Please read attached *Acceptance of Certification and Instructions for Certification* before completing)

This certification is required by federal regulations implementing Executive Order

1. The potential recipient of Federal assistance funds certifies, by submission of proposal, that:
 - Neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency;
 - Have not within three (3) year period preceding this bid/agreement/proposal had a civil judgment rendered against them for commission of fraud or been convicted of a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
 - Are not presently or previously indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in the above paragraph of this certification; and
 - Have not within a three (3) year period preceding this bid/agreement/proposal had one or more public (Federal, State, or local) transactions terminated for cause of default.
2. Where the potential prospective recipient of Federal assistance funds is unable to certify to any of the statement in this certification, such prospective participant shall attach an explanation to the applicable bid/agreement/proposal.



Signature of Authorized Representative

Scott E. Summers

President

Title of Authorized Representative

ARB, Inc.

Business/Contractor/ Agency

04/01/2011

Date

LABOR AND MATERIAL BOND

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

Liberty Mutual Insurance Company, located at Attn: Surety Claims Dept., 1001 4th Ave., Suite 1700, Seattle, WA 98154, a corporation, incorporated under the laws of the State of WA, admitted as a surety in the State of California, and authorized to transact business in the State of California, as SURETY, are held and firmly bound unto the CITY OF LONG BEACH, CALIFORNIA, a municipal corporation, in the sum of One Million Six Hundred Sixty-Seven Thousand Nine Hundred Fifty-Eight & 00/100 DOLLARS (\$ 1,667,958.00), 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 aforesaid contract (incorporated herein by this reference) with said City of Long Beach for the remediation of natural gas pipelines-SPEC 628, and is required by law and by said City to give this bond in connection with the execution of said contract;

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

PROVIDED, that any modifications, alterations, or changes which may be made in said contract, or in any of the work or labor required to be done thereunder, or in any of the materials, provisions, equipment, or other supplies required to be furnished pursuant to said contract, or the giving by the City of any extension of time for the performance of said contract, or the giving of any other forbearance upon the part of either the City or the Principal to the other, shall not in any way release the Principal or 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 the City ordering the payment shall have actual notice at the time the order is made that the payment is in fact premature, and then only to the extent that such payment shall result in actual loss to the Surety, but in no event in an amount more than the amount of such premature payment.

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

IN WITNESS WHEREOF, the above named Principal and Surety have executed, or caused to be executed, this instrument with all of the formalities required by law on this 5th day of April, 2011.

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

Liberty Mutual Insurance Company
SURETY, admitted in California
By: [Signature]
Name: Debbie L. Welsh
Title: Attorney-in-Fact
Telephone: 415-892-1080

Approved as to form this 5th day
of May, 2011.
ROBERT H. BRANNON, City Attorney

By: [Signature]
Assistant Deputy

Approved as to sufficiency this 6 day
of May, 2011.

By: [Signature]
Assistant City Manager
City Manager/Deputy City Manager

NOTES: 1. Execution of the bond must be acknowledged by both PRINCIPAL and SURETY before a Notary Public and a Notary's certificate of acknowledgment must be attached.
2. A corporation must execute the bond by 2 authorized officers 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.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California)
)SS.
County of Orange)

On April 6, 2011 before me, Paula Shimmin, Notary Public,
Date Name and Title of Officer

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

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



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

WITNESS my hand and official seal.

Paula Shimmin
Signature of Notary Public

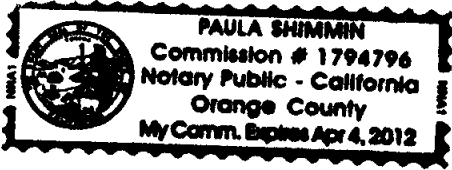
CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California)
)SS.
County of Orange)

On April 6, 2011 before me, Paula Shimmin, Notary Public,
Date Name and Title of Officer

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

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



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

WITNESS my hand and official seal.

Paula Shimmin
Signature of Notary Public

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

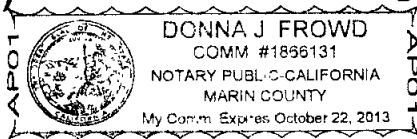
County of MARIN

On April 6, 2011 before me, Donna J. Frowd, Notary Public, personally appeared Debbie L. Welsh who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

(seal)



Signature

Donna J. Frowd

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

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

LIBERTY MUTUAL INSURANCE COMPANY
BOSTON, MASSACHUSETTS
POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS: That Liberty Mutual Insurance Company (the "Company"), a Massachusetts stock insurance company, pursuant to and by authority of the By-law and Authorization hereinafter set forth, does hereby name, constitute and appoint MICHAEL BROPHY MCGOWAN, SUSAN J. MCGOWAN, DONNA L. WELSH, DONNA J. FROWD, DEBBIE L. WELSH, MICHELLE L. SWEENEY, JESSICA L. NOWLIN, ALL OF THE CITY OF NOVATO, STATE OF CALIFORNIA.....

each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations in the penal sum not exceeding ONE HUNDRED MILLION AND 00/100 DOLLARS (\$ 100,000,000.00) each, and the execution of such undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents, shall be as binding upon the Company as if they had been duly signed by the president and attested by the secretary of the Company in their own proper persons.

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

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

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

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

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

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

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Company and the corporate seal of Liberty Mutual Insurance Company has been affixed thereto in Plymouth Meeting, Pennsylvania this 13th day of September 2010.

LIBERTY MUTUAL INSURANCE COMPANY

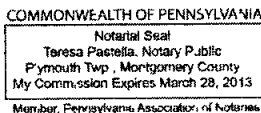
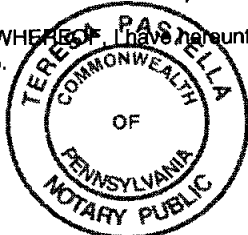


By Garnet W. Elliott, Assistant Secretary

COMMONWEALTH OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 13th day of September, 2010, before me, a Notary Public, personally came Garnet W. Elliott, to me known, and acknowledged that he is an Assistant Secretary of Liberty Mutual Insurance Company; that he knows the seal of said corporation; and that he executed the above Power of Attorney and affixed the corporate seal of Liberty Mutual Insurance Company thereto with the authority and at the direction of said corporation.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



By Teresa Pastella, Notary Public

CERTIFICATE

I, the undersigned, Assistant Secretary of Liberty Mutual Insurance Company, do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy, is in full force and effect on the date of this certificate; and I do further certify that the officer or official who executed the said power of attorney is an Assistant Secretary specially authorized by the chairman or the president to appoint attorneys-in-fact as provided in Article XIII, Section 5 of the By-laws of Liberty Mutual Insurance Company.

This certificate and the above power of attorney may be signed by facsimile or mechanically reproduced signatures under and by authority of the following vote of the board of directors of Liberty Mutual Insurance Company at a meeting duly called and held on the 12th day of March, 1980.

VOTED that the facsimile or mechanically reproduced signature of any assistant secretary of the company, wherever appearing upon a certified copy of any power of attorney issued by the company in connection with surety bonds, shall be valid and binding upon the company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the said company, this 6th day of April, 2011.



By David M. Carey, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, bank deposit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

BID NO: G-281
BOND NO: 024034687
Premium: \$11,858.00

BOND FOR FAITHFUL PERFORMANCE

KNOW ALL MEN BY THESE PRESENTS: That we, ARB, Inc.
as PRINCIPAL, and Liberty Mutual Insurance Company located at Attn: Surety Claims Dept.
1001 4th Ave, Suite 1700, Seattle, WA 98154, a corporation, incorporated under the laws of the
State of MA, admitted as a surety in the State of California and authorized to transact business in the State of California, as
SURETY, are held and firmly bound unto the CITY OF LONG BEACH, CALIFORNIA, a municipal corporation, in the sum of
One Million Six Hundred Sixty-Seven Thousand Nine Hundred Fifty-Eight & 00/100 DOLLARS
(\$ 1,667,958.00), 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
remediation of natural gas pipelines - SPEC 0281
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 is 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 6th day of April, 2011.

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

Liberty Mutual Insurance Company
SURETY
By: [Signature]
Name: Debbie L. Welsh
Title: Attorney-in-Fact
Telephone: 415-892-1080

Approved as to form this 5th day of May, 2011
ROBERT E. SHANNON, City Attorney
By: [Signature]
Deputy

Approved as to sufficiency this 10 day of May, 2011
Assistant City Manager
By: [Signature]
City Manager / City Engineer

EXECUTED PURSUANT
TO SECTION 901 OF
THE CITY CHARTER.

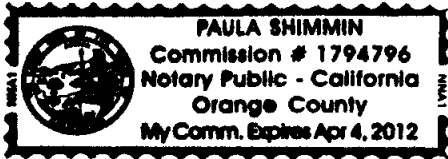
- NOTE: .1. Execution of this bond must be acknowledged by both PRINCIPAL and SURETY before a Notary Public and a Notary's
certificate of acknowledgment must be attached.
.2. A corporation must execute the bond by 2 authorized officers and, if executed by a person not listed in Sec. 919, Calif.
Corp. Code, then a certified copy of a resolution of its Board of Directors authorizing execution must be attached.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California)
)SS.
County of Orange)

On April 6, 2011 before me, Paula Shimmin, Notary Public,
Date Name and Title of Officer

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



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

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

WITNESS my hand and official seal.

Paula Shimmin
Signature of Notary Public

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California)
)SS.
County of Orange)

On April 6, 2011 before me, Paula Shimmin, Notary Public,
Date Name and Title of Officer

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

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



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

WITNESS my hand and official seal.

Paula Shimmin
Signature of Notary Public

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of MARIN

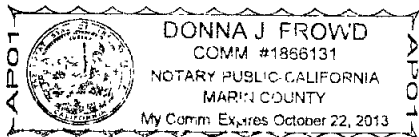
On April 6, 2011 before me, Donna J. Frowd, Notary Public, personally appeared Debbie L. Welsh who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

(seal)

Signature Donna J. Frowd



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

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

LIBERTY MUTUAL INSURANCE COMPANY
BOSTON, MASSACHUSETTS
POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS: That Liberty Mutual Insurance Company (the "Company"), a Massachusetts stock insurance company, pursuant to and by authority of the By-law and Authorization hereinafter set forth, does hereby name, constitute and appoint MICHAEL BROPHY MCGOWAN, SUSAN J. MCGOWAN, DONNA L. WELSH, DONNA J. FROWD, DEBBIE L. WELSH, MICHELLE L. SWEENEY, JESSICA L. NOWLIN, ALL OF THE CITY OF NOVATO, STATE OF CALIFORNIA.....

each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations in the penal sum not exceeding ONE HUNDRED MILLION AND 00/100 DOLLARS (\$ 100,000,000.00) each, and the execution of such undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents, shall be as binding upon the Company as if they had been duly signed by the president and attested by the secretary of the Company in their own proper persons.

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

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

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

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

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

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

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Company and the corporate seal of Liberty Mutual Insurance Company has been affixed thereto in Plymouth Meeting, Pennsylvania this 13th day of September 2010.

LIBERTY MUTUAL INSURANCE COMPANY

By Garnet W. Elliott, Assistant Secretary



COMMONWEALTH OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 13th day of September, 2010, before me, a Notary Public, personally came Garnet W. Elliott, to me known, and acknowledged that he is an Assistant Secretary of Liberty Mutual Insurance Company; that he knows the seal of said corporation; and that he executed the above Power of Attorney and affixed the corporate seal of Liberty Mutual Insurance Company thereto with the authority and at the direction of said corporation.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Plymouth Twp., Montgomery County
My Commission Expires March 28, 2013
Member Pennsylvania Association of Notaries

By Teresa Pastella, Notary Public

CERTIFICATE

I, the undersigned, Assistant Secretary of Liberty Mutual Insurance Company, do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy, is in full force and effect on the date of this certificate; and I do further certify that the officer or official who executed the said power of attorney is an Assistant Secretary specially authorized by the chairman or the president to appoint attorneys-in-fact as provided in Article XIII, Section 5 of the By-laws of Liberty Mutual Insurance Company.

This certificate and the above power of attorney may be signed by facsimile or mechanically reproduced signatures under and by authority of the following vote of the board of directors of Liberty Mutual Insurance Company at a meeting duly called and held on the 12th day of March, 1980.

VOTED that the facsimile or mechanically reproduced signature of any assistant secretary of the company, wherever appearing upon a certified copy of any power of attorney issued by the company in connection with surety bonds, shall be valid and binding upon the company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the said company, this 6th day of April, 2011.



By David M. Carey, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, bank deposit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.