#### CONTRACT

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THIS CONTRACT is made and entered, in duplicate, as of Sanual 16, 2007 for reference purposes only, pursuant to a minute order adopted by the City Council of the City of Long Beach at its meeting held on Dec. 19, 2006, by and between ARB, INC., a California corporation, whose address is 26000 Commercentre Drive, Lake Forest, California 92630 ("Contractor"), and the CITY OF LONG BEACH, a municipal corporation ("City").

WHEREAS, pursuant to a "Notice Inviting Bids For the Construction of 2007 Gas Main and Service Lines Replacement For Long Beach Gas and Oil Department, Long Beach, California" (as amended, the "Notice Inviting Bids") and published by the City, bids were received, publicly opened and declared on November 30, 2006, which was the date specified in said Notice Inviting Bids; and

WHEREAS, the City Manager accepted the bid of the Contractor; and WHEREAS, the City Council authorized the City Manager to enter a contract with Contractor for the work described in Plans & Specifications No. G-240, G-228, G-228P, and G-228S, respectively;

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

1. <u>SCOPE OF WORK</u>. Contractor shall furnish all necessary labor, supervision, tools, materials, supplies, appliances, equipment, and transportation for the work described in (a) "Specifications No. G-240 for Gas Main and Service Line Replacement in the City of Long Beach, California," (b) "Specification G-228 for the Construction of Gas Main and Services", (c) "Specification G-228P for Installation of P.E. Gas Main and Services" and (d) "Specification G-228S for Installation of Steel Gas Main" (collectively, the "Plans & Specifications"), said work to be performed according to the Contract Documents identified below. However, this Contract is intended to provide to the City complete and finished work and, to

that end, Contractor shall do everything necessary to complete the work, whether or not specifically described in the Contract Documents.

2. PRICE AND PAYMENT. City shall pay to Contractor the amount(s) for materials and work identified in Contractor's "Bid for the Construction of 2007 Gas Main and Service Lines Replacement for Long Beach Gas and Oil Department Long Beach, California," attached hereto as Exhibit "A" (the "Bid").

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

The Notice Inviting Bids, Plans & Specifications No. G-240 (which may include by reference the Standard Specifications for Public Works Construction, latest edition, and any supplements thereto, collectively the "Standard Specifications"); the City of Long Beach Standard Plans; the California Code of Regulations; the various Uniform Codes applicable to trades; the prevailing wage rates; Instructions to Bidders; the Bid; the bid security; the City of Long Beach Disadvantaged, Minority and Women-owned Business Enterprise Program; this Contract and all documents attached hereto or referenced herein including but not limited to insurance; Bond for Faithful Performance; Payment Bond; Notice to Proceed; Notice of Completion; any addenda or change orders issued in accordance with the Standard Specifications; any permits required and issued for the work; approved final design drawings and documents; and the Information Sheet. These Contract Documents are incorporated herein by the above reference and form a part of this Contract.

Notwithstanding Section 2-5.2 of the Standard Specifications, if any conflict or inconsistency exists or develops among or between Contract Documents, the following priority shall govern: 1) Change Orders; 2) this Contract; 3) Permit(s) from other public agencies; 4) the Plans & Specifications; 5) Addenda; 6) the City of Long Beach Standard Plans; 7) Standard Specifications; 8) other reference

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specifications; 9) other reference plans; 10) the Bid; and 11) the Notice Inviting Bids.

- 4. TIME FOR CONTRACT. Contractor shall commence work on a date to be specified in a written "Notice to Proceed" from the City and shall complete all work within two hundred ten (210) working days thereafter, subject to strikes, lockouts and events beyond the control of Contractor. Time is of the essence hereunder. City will suffer damage if the work is not completed within the time stated, but those damages would be difficult or impractical to determine. So, Contractor shall pay to City, as liquidated damages, the amount stated in the Contract Documents.
- 5. ACCEPTANCE OF WORK NOT TO CONSTITUTE A WAIVER. The acceptance of any work or the payment of any money by the City shall not operate as a waiver of any provision of any Contract Document, of any power reserved to the City, or of any right to damages or indemnity hereunder. The waiver of any breach or any default hereunder shall not be deemed a waiver of any other or subsequent breach or default.
- 6. WORKERS' COMPENSATION CERTIFICATION. Concurrently herewith, Contractor shall submit certification of Workers' Compensation coverage in accordance with California Labor Code Sections 1860 and 3700, a copy of which is attached hereto as Exhibit "B".
- 7. CLAIMS FOR EXTRA WORK. No claim shall be made at any time upon the City by Contractor for and on account of any extra or additional work performed or materials furnished, unless such extra or additional work or materials shall have been expressly required by the City Manager and the quantities and price thereof shall have been first agreed upon, in writing, by the parties hereto.
- 8. <u>CLAIMS</u>. Contractor shall, upon completion of the work, deliver possession thereof to the City ready for use and free and discharged from all claims for labor and materials in doing the work and shall assume and be responsible for, and shall protect, defend, indemnify and hold harmless the City from and against

any and all claims, demands, causes of action, liability, loss, costs or expenses for injuries to or death of persons, or damages to property, including property of the City, which arise from or are connected with the performance of the work.

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

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

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

percentage of work completed and the determination of the City Engineer shall be final.

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

- 13. <u>NOTICES</u>. A. Any notice required hereunder shall be in writing and personally delivered or deposited in the U.S. Postal Service, first class, postage prepaid, to Contractor at the address first stated herein, and to the City at 333 West Ocean Boulevard, Long Beach, California 90802, Attn: City Manager. Notice of change of address shall be given in the same manner as stated herein for other notices. Notice shall be deemed given on the date deposited in the mail or on the date personal delivery is made, whichever first occurs.
- B. Except for stop notices and claims made under the Labor Code, the City will notify Contractor when the City receives any third party claims relating to this Contract in accordance with Section 9201 of the Public Contract Code.
- 14. <u>BONDS</u>. Contractor shall, simultaneously with the execution of this Contract, execute and deliver to the City a good and sufficient corporate surety bond, in the form attached hereto and in the amount specified therein, conditioned upon the faithful performance of this Contract by Contractor, and a good and sufficient corporate surety bond, in the form attached hereto and in the amount specified therein, conditioned upon the payment of all labor and material claims incurred in connection with this Contract.
- 15. <u>COVENANT AGAINST ASSIGNMENT</u>. Neither this Contract nor any of the moneys that may become due Contractor hereunder may be assigned

by Contractor without the written consent of the City first had and obtained, nor will the City recognize any subcontractor as such, and all persons engaged in the work of construction will be considered as independent contractors or agents of the Contractor and will be held directly responsible to Contractor.

- 16. <u>CERTIFIED PAYROLL RECORDS</u>. Contractor shall keep and cause each subcontractor to keep an accurate payroll record in accordance with Division 2, Part 7, Article 2 of the California Labor Code. Contractor's failure to furnish such record to City in the manner provided herein for notices shall entitle City to withhold the penalty prescribed by law from progress payments due to Contractor.
- 17. RESPONSIBILITY OF CONTRACTOR. Notwithstanding anything to the contrary in the Standard Specifications, Contractor shall have the responsibility, care and custody of the work. If any loss or damage occurs to the work that is not covered by collectible commercial insurance, excluding loss or damage caused by the negligence or willful misconduct of City, earthquake, or flood, then Contractor shall immediately make the City whole for any such loss or pay for any damage. If Contractor fails or refuses to make the City whole or pay, then City may do so and the cost and expense of doing so shall be deducted from the amount due Contractor from City hereunder.
- 18. <u>CONTINUATION</u>. Termination or expiration of this Contract shall not terminate the rights or liabilities of either party which rights or liabilities accrued or existed prior to termination or expiration of this Contract.
- 19. TAXES AND TAX REPORTING. A. As required by federal and state law, City is obligated to report the payment of compensation to Contractor on Form 1099-Misc. and Contractor acknowledges that Contractor is not entitled to payment under this Contract until it has provided its Employer's Identification Number to the City. Contractor shall be solely responsible for payment of all federal and state taxes resulting from payments under this Contract.

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

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

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

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

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

- 21. <u>AUDIT</u>. If payment of any part of the consideration for this Contract is made with federal, state, or county funds and a condition to the use of those funds by City is a requirement that the City render an accounting or otherwise account for said funds, then City shall have the right at all reasonable times to examine, audit, inspect, review, extract information from, and copy all books, records, accounts, and other information relating to this Contract.
- 22. <u>NO PECULIAR RISK</u>. Contractor acknowledges and agrees that the work to be performed hereunder does not constitute a peculiar risk of bodily harm and that no special precautions are required to perform said work.
- 23. THIRD PARTY BENEFICIARY. This Contract is intended by the parties to benefit themselves only and is not in any way intended or designed to or entered for the purpose of creating any benefit or right of any kind for any person or entity that is not a party to this Contract.
- 24. <u>SUBCONTRACTORS</u>. Contractor agrees to and shall bind every subcontractor to the terms of this Contract provided, however, that nothing herein shall create any obligation on the part of City to pay any subcontractor except in accordance with a court order in an action to foreclose a stop notice. Failure of Contractor to comply with this Section shall be deemed a material breach of this Contract. A list of subcontractor(s) submitted by Contractor in compliance with Public Contract Code Sections 4100 et seq. is attached hereto as Exhibit "D" and incorporated herein by this reference.
- 25. <u>NO DUTY TO INSPECT</u>. No language in this Contract shall create and City shall not have any duty to inspect, correct, warn of, or investigate any condition arising from Contractor's work hereunder, or to insure compliance with laws, rules or regulations relating to said work. If City does inspect or investigate,

the results thereof shall not be deemed compliance with or a waiver of any requirements of the Contract Documents.

- 26. <u>GOVERNING LAW</u>. This Contract shall be governed by and construed pursuant to the laws of the State of California (except those provisions of California law pertaining to conflicts of laws).
- 27. <u>INTEGRATION</u>. This Contract, including the Contract Documents identified in Section 3 hereof, constitutes the entire understanding between the parties and supersedes all other agreements, oral or written, with respect to the subject matter herein.
- 28. <u>COSTS</u>. If there is any legal proceeding between the parties to enforce or interpret this Contract or to protect or establish any rights or remedies hereunder, the prevailing party shall be entitled to its costs and expenses, including reasonable attorney's fees.
- 29. <u>NONDISCRIMINATION</u>. In connection with performance of this Contract and subject to federal laws, rules and regulations, Contractor shall not discriminate in employment or in the performance of this Contract on the basis of race, religion, national origin, color, age, sex, sexual orientation, AIDS, HIV status, handicap, or disability. It is the policy of the City to encourage the participation of Disadvantaged, Minority and Women-owned Business Enterprises and the City encourages Contractor to use its best efforts to carry out this policy in the award of all subcontracts.
- 30. <u>DEFAULT</u>. Default shall include but not be limited to Contractor's failure to perform in accordance with the Plans and Specifications, failure to comply with any Contract Document, failure to pay any penalties, fines or charges assessed against the Contractor by any public agency, failure to pay any charges or fees for services performed by the City, and if Contractor has substituted any security in lieu of retention, then default shall also include City's receipt of a stop notice. If default occurs and Contractor has substituted any security in lieu of retention, then in

addition to City's other legal remedies, City shall have the right to draw on the
security in accordance with Public Contract Code Section 22300 and without further
notice to Contractor. If default occurs and Contractor has not substituted any
security in lieu of retention, then City shall have all legal remedies available to it.
31. MISCELLANEOUS. Notwithstanding anything to the contrary
contained in the Contract Documents, the bonds required to be provided by

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

Contractor shall have a warranty period of not less than one (1) year.

above,	4 1
	ARB, INC, a California Corporation
<u>December 6</u> , 20 <u>06</u>	By President
	Scott E. Summers
<u>December 6</u> , 20 <u>06</u>	By
	Secretary John P. Schauerman
	(Type or Print Name)
	"Contractor"
	CITY OF LONG BEACH, a municipal corporation
January 16,2007	By Manager
J	City Manager
	"City"
This Contract is approved	as to form on Jawan 8, 2007.
	ROBERT E. SHANNON, City Attorney
	By Deputy

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## EXHIBIT "A"

BID

# FOR THE CONSTRUCTION OF 2007 GAS MAIN AND SERVICE LINES REPLACEMENT FOR LONG BEACH GAS AND OIL LONG BEACH, CALIFORNIA

In accordance with the Notice Inviting Bids for the above titled work for the City of Long Beach, California, a copy of which is attached hereto and is made a part hereof, to be opened on November 24, 2006 at 10:00 a.m., we propose to furnish all necessary labor, tools, materials, 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-240 at the following price:

DESCRIPTION	•	UNIT	ITEM TOTAL
GAS MAIN & SERVICE LIN	IES REPLACEMENT	LS	\$ 6,379,298.00
NAME OF BIDDER	ARB, Inc.		<b></b>
BUSINESS ADDRESS_	26000 Commerce	ntre Drive	<del></del>
CITY AND ZIP CODE	Lake Forest, C	alifornia 92630	
TELEPHONE	949-598-9242	· · · · · · · · · · · · · · · · · · ·	

#### **PROJECT COST ANALYSIS**

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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 which arise during the cours

ITEM	UNIT	UNIT PRICE	QUANTITY	TOTAL COST
Installation of 6" pipe	LF	\$131.00	100	\$13,100.00
Installation of 4" pipe	LF	\$45.50	25,774	\$1,172,717.00
Installation of 2" pipe	LF	\$38.50	48,182	\$1,855,007.00
Excavation and backfill	CY	\$136.00	6,799	\$924,664.00
Installation of 1" service including riser and trenching and backfill.	Each	\$925.00	292	\$270,100.00
Installation of 1 1/4" service		\$1,100.00	381	\$419,100.00
Installation of ¾" service including riser and trenching and backfill.	Each	\$900.00	631	\$567,900.00
Installation of ¾" branch	Each	\$650.00	136	\$88,400.00
Tie over 1" service including riser and trenching and backfill.	Each	\$520.00	29	\$15,080.00
Installation of 1" branch	Each	\$700.00	10	\$7,000.00
Tie over ¾" service including riser and trenching and backfill	Each	\$480.00	336	\$161,280.00
Installation of 2" P.E ball valve including pressure control fittings.	Each	\$1,000.00	1	\$1,000.00
Installation of 4" P.E ball valve including pressure control fittings.	Each	\$1,450.00	1/	\$1,450.00
Installation of 2" bypass line including pressure control fittings.	Each	\$1,000.00	0	\$0.00
Concrete pavement	Sq ft	\$15.50	13,336	\$206,708.00
Asphalt pavement	Sq ft	\$18.00	23,294	\$419,292.00
Pressure control fittings	Each	\$3,450.00	70	\$241,500.00
Mobilization	LS	\$15,000.00	1	\$15,000.00
Total Bid				\$6,379,298.00
Temporary paving instead of final pavement in A/N of 2nd st (to be credited to the City)	LS	\$0.00		
Installation of Excess flow valve (if needed)	Each	\$850.00		

### **WORKERS' COMPENSATION CERTIFICATION**

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

Contra	actor's N	lame:	
	ARB,	Inc.	er
			tor, or a corporate officer neral partner of Contractor
Title:		ì	ummers ARB Underground
Date:	Decer	nber 6	, 2006

# INFORMATION TO COMPLY WITH LABOR CODE SEC. 2810

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

1)	Wor	kers' Compensation Insurance:
	A.	Policy Number:
	B.	Name of Insurer (NOT Broker):
	C.	Address of Insurer:
	D.	Telephone Number of Insurer:
2) (	For	vehicles owned by Contractor and used in performing work under this Contract:
	A.	VIN (Vehicle Identification Number:
	B.	Automobile Liability Insurance Policy Number:
	C.	Name of Insurer (NOT Broker):
	D.	Address of Insurer:
	Ε.	Telephone Number of Insurer:
3)	Addı	ress of property used to house workers on this Contract, if any:
4)	Esti	mated total number of workers to be employed on this Contract:
5)	Esti	mated total wages to be paid those workers:
6)	Date	es (or schedule) when those wages will be paid:
		(Describe schedule: For example, weekly or every other week or monthly)
7)	Estir	mated total number of independent contractors to be used on this Contract:  (Attach a list of contractor's license numbers with the names, if known)
8)	Tax	payer's Identification Number:

#### LIST OF SUBCONTRACTORS

The Bidder shall set forth hereon, the name, location of the place of business, and telephone number of each subcontractor, including minority subcontractors, who will perform work or labor or render service to the Prime Contractor in or about the construction of the Work or improvement, or a subcontractor licensed by the State of California who, under subcontract to the Prime Contractor, specially fabricates and installs a portion of the Work or improvement according to detailed drawings contained in the Plans and Specifications, in an amount in excess of ½ of 1 percent of the Prime Contractor's total bid or \$10,000 (whichever is greater).

Name and Address of Subcontractor	Classification or Type of Work						
Name California Boring	Boring						
Address 770 N Eckhoff St	Dollar Amount of Contract \$ 172,590.00						
City Orange CA 92868	MBE / WBE / OTHER Racial Origin						
Phone No. 714-920-7619	License No. 689006						
Name Keep It Moving	10 Wheel Dump						
Address 6709 La Tijera Blvd # 139	Dollar Amount of Contract \$ 169,520.00						
City Los Angeles CA 90045	MBE WBE / OTHER Racial Origin African American						
Phone No. 213-216-1443							
Address 13203 Barlin Avenue  City Downey CA 91242  Phone No. 562-630-3162	MBE WBE OTHER Racial Origin						
Name							
Address	Dollar Amount of Contract \$						
City	MBE / WBE / OTHER Racial Origin						
Phone No.	,						
Name							
Address	Dollar Amount of Contract \$						
City	MBE / WBE / OTHER Racial Origin						
Phone No.	License No.						

<sup>\*\*</sup> REPRODUCE AND ATTACH ADDITIONAL SHEETS AS NEEDED.

# APPENDIX "A"

CALIFORNIA STATIFIBO ABDIĐIR EGI<mark>VALIZATIO</mark>NI

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Please Type or Print Clearly. Read instructions on reverse before completing this form. SECTION I - BUSINESS INFORMATION NAME OF BUSINESS OR GOVERNMENTAL ENTITY SALEGRISE TAX PERMIT NUMBER BUSINESS ADDRESS (Green) CONFLIMER USE TAX ACCOUNT NUMBER CITY, STATE, & ZIP GODE If applicant is applying for either a sales/use tax permit or a consumer use tax account in addition to a MAILING ADDRESS (street address of po box if different from business editress) use tax direct payment permit check here NAME UNDER WHICH BUSINESS IS TO BE TRANSACTED IF DIFFERENT THAN ABOVE CITY, STATE & ZIP CODE SECTION II - MULTIPLE BUSINESS LOCATIONS LIST BELOW THE BUSINESS AND MAILING ADDRESSES OF ALL LOCATIONS WHERE PROPERTY PURCHASED UNDER A USE TAX DIRECT PAYMENT CERTIFICATE WILL BE USED. IF ADDITIONAL SPACE IS NEEDED, ATTACH A SEPARATE SHEET 1. BUSINESS ADDRESS 4. BUSINESS ADDRÉSS MAILING ADDRESS MAILING ADDRESS 2 BUSINESS ADDRESS 5. BUSINESS ADDRESS MAKING ADDRESS MAILING ADDRESS S. BUSINESS ADDRESS 8. RUSINESS ADDRESS MAILING ADDRESS MAILING ADDRESS SECTION III - CERTIFICATION STATEMENT I hereby certify that I qualify for a Use Tax Direct Payment Permit for the following reason: (Please check one of the following) I have purchased or leased for my own use tangible personal property subject to use tax at a cost of five hundred thousand dollars (\$500,000) or more in the aggregate, during the calendar year immediately preceding this application for the permit. I have attached a "Statement of Cash Flows" or other comparable financial statements acceptable to the Soard for the calendar year immediately preceding the date of application and a separate statement attesting that the qualifying purchases were purchases that were subject to use tax. I am a county, city, city and county, or redevelopment agency. I also agree to self-assess and pay directly to the Board of Equalization any use tax liability incurred pursuant to my use of a Use Tex Direct Payment Permit. The above statements are hereby certified to be correct to the knowledge and belief of the undersigned, who is duly authorized to sign this application. SIGNATURE TITLE NAME (typed or printed)

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

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

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

To qualify for a use tax direct payment permit, an applicant must meet the following conditions:

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

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

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

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

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

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

The completed use tax direct payment application, certification statement, and qualifying documentation should be returned to the address shown below. Upon determination that the applicant qualifies, a use tax direct payment permit and exemption certificate will be mailed to the applicant.

If you would like additional information regarding the use tax direct payment permit or need assistance in completing this application, you can call (916) 324-2883, or write to the Board of Equalization, Public Information and Administration Section, MIC-44, PO Box 942879, Sacramento, CA 94279-0044,

# Use Tax Direct Payment Exemption Certificate

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

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

THIS FORM MAY BE REPRODUCED

# NOTICE TO INDIVIDUALS REGARDING INFORMATION FURNISHED TO THE BOARD OF EQUALIZATION

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

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

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

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

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

As an individual, you have the right to access personal information about you in records maintained by the State Board of Equalization. Please contact your local Board office listed in the white pages of your telephone directory for assistance. If the local Board office is unable to provide the information sought, you may also contact the Disclosure Office in Sacramento by telephone at (916) 445-2918. The Board officials responsible for maintaining this information, who can be contacted by telephone at (916) 445-6464, are: Sales and Use Tax, Deputy Director, Sales and Use Tax Department, 450 N Street, MIC:43, Sacramento, CA 95814; Excise Taxes, Fuel Taxes and Environmental Fees, Deputy Director, Special Taxes Department, 450 N Street, MIC:31, Sacramento, CA 95814; Property Taxes, Deputy Director, Property Taxes Department, 450 N Street, MIC:63, Sacramento, CA 95814.

'All references are to the California Revenue and Taxation Code unless otherwise indicated.

CALIFORNIA STATE BOARD OF EQUALIZATION

#### USE TAX DIRECT PAYMENT PERMIT

ACCOUNT NUMBER

DRAFT



THIS PERMIT DOES NOT AUTHORIZE THE HOLDER TO ENGAGE IN AN BUSINESS CONTRACT TO LAWS REGULATING THAT BUSINESS OR OPERMITE ANY ILLEGAL DEVICE

IS HEREBY AUTHORIZED PURSUANT TO SALES AND USE TAX LAW SECTION 7051 3 TO SELF-ASSESS AND PAY USE TAX DIRECTLY TO THE STATE OF CALIFORNIA THIS PERMIT IS NOT A
SEL'ER PERMIT TO
ENGAGE N SALES OF
ENGIBLE PERSONAL
PROPERTY

., 10

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

BOE-442-DPLZ (1-98)

# NOTICE TO INDIVIDUALS REGARDING INFORMATION FURNISHED TO THE BOARD OF EQUALIZATION

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

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RISK MANAGEMENT BUREAU

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	,								EACH, CALIFORNI	A 90802	
			Α	DDITI	ONAL INSUF	RED ENDO	RSEMENT (	CONTRA	CTS/POs	Office: (562) 57	/D_6714
					De	partment: _				Fax: (562) 57	
A	<b>.</b>	CITY CONTRA	ACT, PUR	CHASE (	ORDER OR OTHE	RID INFORM	ATION				
	A. CITY CONTRACT, PURCHASE ORDER OR OTHER ID INFO Contract No /Descr. or PO #/Other:  B. GENERAL OR OTHER LIABILITY POLICY INFORMATION  1. Insurance Company: Zurich-American Ins. Co. 2. Policy No.: GL003676089-04  3. Policy term/endorsement effective date: 2/28/06  4. Named Insured: ARB, Inc.  5. Address of Named Insured: 26000 Commercanter Drive  6. Policy Limits (\$1 million/\$2 million, unless otherwise specified)  7. Deductible or Self-Insured Retention (nil, unless otherwise specified)  8. Policy Form equivalent to CG 00 01: 11 85  9. The following coverages are provided: Contractual Nability X Liquor liability Personal linjury liab. X Hangarkeepers  Products and completed ops liability X Garagekeepers  Fire legal liability X XCU, required for X construction			Effective Date or I	WA:	Expiration	Date or N/A: _				
8		GENERAL OF	OTHER L	LIABILIT	POLICY INFOR	MATION					
	1.	Insurance Con	рапу: 2	Zurich-Arr	erican Ins. Co.						
	2.		Policy I	No.: GLC	003676089-04						
	3.	Policy	term/endo	rsement	effective date: 2/	28/06		Policy ter	rm/endorsement	expiration date :	2/28/0
	4.	Named Insured	: ARB,	inc.		·					
	5.	Address of Nar	ned Insure	d: 2600	0 Commercanter D	rive					
	6.	Policy Limits (\$	t million/\$	2 million,	unless otherwise	specified)	Occurrence: \$	1,000,000		Aggregate: \$	4,000,000
٠.	7.	Deductible or S	elf-insured	d Retention	on (nil, unless othe	rwise specified	<b>1</b> )		<del></del>	\$	250,000
	8.	Policy Form eq	uivalent to	CG 00 0	1: 11.85		10 93	1	Other than (	CG 00 01 (specify)	10/01
	9.	The following o	overages a	are provid	led:				<del>_</del>		
		Contrac	tual liability	X	Liquor liability		Watercraft liability	,	Non-owned a	uto	
		Personal	linjury kab.	X	Hangarkeepers		Aircraft liability		Gradual polluti	on	
	Produ	ucts and completed	ops liability	×	Garagekeepers		Abuse & molest		Other (specif	y):	
		Fire le	gal liability	×		X	S&A* pollution 'sudden & accidental				
C.	P	OLICY AMENDM	ENTS								
							ing any inconsistent sta	tement in the	policy to which this	endorsement is	
		additional insureds fees and defense a activities or undert on City premises in PRIMARY AND NO agents, commissio	with respendent investigations of the connection on CONTRIL IN SERVICE IN SER	ct to all clai ation expense Named in with the C BUTORY ( Inteers is pr	ims, demands, cause nses) or loss or liabili- nsured or any of the littly contract/purchase COVERAGE. The intrinary insurance. Ar	es of action, dame ity of any kind or Nemed Insured's corder listed about surance afforded by other insurance	ages, settlement, exper nature whatsoever aris employees, agents or we in item A. by this policy to the Cit e or self-insurance mai	nses and cost ing out of, or i other persons ly, its departm	is (including but not in any manner incid is permitted by the N vents, boards, officia	limited to attorney lent to, the operation lamed Insured to books, employees,	5 65,
	3.	SEVERABILITY O	F INTERES	TS. The in	surance afforded by	this policy applie		sured seeking	coverage or again	st whom a claim is	
	4.	CROSS LIABILITY	r. The nam	ing of more s limit of lie	e than one insured u bility.	nder this policy si	hail not, for that reason	alone, exting	uish any rights of o	ne insured against	
	5.	WAIVER OF RIGH	TS OF SUE	ROGATIO	N. In the event of a		r this policy, the insurer es, agents, commission			rights to subrogate	
							LOSS. Any failure to employees, agents, cor			ons of this policy sh	all
		otherwise terminate	d during the	e effective p	period of this endorse	ement except alto	educed in coverage or tr thirty (30) days' prior all be sent by certified r	written notice	has been given to	the City (ten (10)	or
D.	IN	CIDENT AND CL	AIM REPO	ORTING F	PROCEDURES						
	Inci	dents and claims ar	e recorted to	o the insur	erat:						
				im Gunde			Vice President	ļ	Marsh Risk & Insu	rance Services	
	Α	ATTENTION:			(Name)	<del></del>	(Title)		(Company)	<del></del>	
	A	DDRESS:	4695 M	iacArthu	r Court, Suite 7	00					
	Ŧ	ELEPHONE:		) 399 58	<del></del>		FAX NUMBER	( 949	) 833 3027		_
€.	SIG	NATURE OF INS	URER OF	R AUTHO	RIZED REPRESE	TATIVE OF	THE INSURER		<del></del>		
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		SIGNATUR	CE UP AU	HUKIZE	U KETKESEN I A	ive (onginal s	signature required)		DAT	<b>E</b>	

ORGANIZATION: Marsh Risk & Insurance Services

FAX NUMBER: ( 949

) 833 9518

Assistant Vice President

( 949 ) 399 5938

4695 MacArthur Court, Suite 700

TITLE: ADDRESS:

TELEPHONE:



RISK MANAGEMENT BUREAU
333 WEST OCEAN BOULVEVARD, 13<sup>TH</sup> FLOOR LONG BEACH, CALIFORNIA 90802

### ADDITIONAL INSURED ENDORSEMENT - AUTO LIABILITY

Office: (562) 570-6714 Fax: (562) 570-5375

A.	A	UTO LI	ABILITY	POLICY INF	ORMATIO	<u> </u>								
	1.	in	surance	Company	Zur	ich-American Ir	ns. Co.							
	2.	Po	olicy No.	BAP36	76090-04			Policy term (	(from)	2/28/	06	(to)	2/28/07	
	3.	E۱	ndorseme	ent effective d	ate	2/28/06		Endorse	ment expi	iration date		2/28/07		
	4.	Na	amed ins	ured AF	₹B, Inc.									_
	5.			Named Insur		26000 Comme								
	6.					on (nii unless (		•		\$				
	7.		•	ts: CSL per a	ccident \$	2,000,00		Bi per pers	•		•			
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	9.		verage f			A 00 01 06 92				Other	CA 00 01			
		If e	excess, ti	ne policy mus	t afford co	verage at leas	as broad a	s CA 00 01 0	6 92 and	endorseme	nt CA 00 :	25:		
B.	PO	LICY A	MENDM	ENTS										
	This aite 1.	ADDITI insured expens	iny other of IONAL IN is with reg ies) arisin	endorsement at SURED. The ( and to all loss, a p from the own	lached there City of Long claims, clam ership, ope	eto, it is agreed a g Beach, and its ages, settlement aration, maintena	as follows: boards, depa it, expenses, a ance, use, loa	riments, comm ind costs (inclu ding or unload	issions, off ding but no ing of any	ficials, employ ot limited to at auto owned.	yees and a tomey's fed leased, hi	agents are in es and defer ired, or born	this endorsement included as additionse and investigationse and investigationse by the Name	onal tion
		officials	, departm	ents, boards, co	ommissions	, employees and	d agents.						elected or appoin	
	2.	PRIMARY AND NONCONTRIBUTORY COVERAGE. The insurance afforded by this policy to the City, its boards, departments, commissions, officials, employees, agents, commissions and volunteers is primary insurance. Any other insurance or self-insurance maintained by the City, its officials, employees, agents, commissions and volunteers is in excess of this insurance and shall not contribute to it.												
	3.	SEVERABILITY OF INTERESTS. The insurance afforded by this policy applies separately to each insured seeking coverage or against whom a claim is made or suit is brought, subject to the insurer's limit of liability.												
	4.	CROSS LIABILITY. The naming of more than one insured under this policy shall not, for that reason alone, extinguish any rights of one insured against another, subject to the Insurer's limit of Nability.												
	5.	PROVISIONS REGARDING THE INSURED'S DUTIES AFTER ACCIDENT OR LOSS. Any failure to comply with reporting provisions of the policy shall not affect coverage provided to the City, its boards, departments, commissions, officials, employees or agents.												
	6.	(10 day	s notice fo	NOTICE. This or cancellation o s, attention: Ris	lue to nonp	ayment of premi	luced in cover ium) has been	age or smits, o given to the C	ancelled, o	or nonrenewe ified mail. Su	d except a ch notice s	iter 30 days shall be addr	prior written noti essed to the City	ce at
C.	INC	INCIDENT AND CLAIM REPORTING PROCEDURES												
	Incid	Incidents and claims are reported to the insurer at:												
	A T T	ENTION	ı. I	Kim Gunderma	n.	v	/ice Presider	rl	Mare	h Risk &	heuran	re Servic	00	
	AIII	ENTIO	· _	(Name)		<del></del>	(Title)		Marsh Risk & Insurance (Company)			OO COI VIC		_
				•						1	,			
	ADD	RESS:		4895 MacArthu	or Court, Si	uite 700								
	TELE	LEPHONE: 949 399 5863 FAX: 949 833 3027												
<b>)</b> .	SIGI	NATUR	E OF INS	BURER OR A	UTHORIZ	ED REPRESE	NTATIVE O	F THE INSU	RER					-
	I. Ipri	(print name) Pam-Retersen , warrant that I have authority to bind the insurance company												
				A. and by my	signature	hereon do so	bind this co				,		unoc company	
		1	X	2_/	()	lens					4040100			
_	SIGN	ATURE	ØF AUT	HORIZED RI	EPRESEN	TATIVE (origin		required)	<del></del>	<del></del>	12/6/06 DATE			-
·	TITLE	<b>:</b> :	Assista	nt Vice Presi	dent		ORGANIZA	TION: Ma	rsh Risk & I	Insurance Se	rvices			_
	ADDF	RESS:	46	95 MacArthu	r Court, Si	uite 700				·				_
	TELE	PHONE	: 9	49 399 5938				FAX:	949 833	3 9518				

# CITY OF LONG BEACH

RISK MANAGEMENT BUREAU
333 WEST OCEAN BOULVEVARD, 13<sup>TH</sup> FLOOR ◆ LONG BEACH, CALIFORNIA 90802

# **WORKERS' COMPENSATION AND**

	CITY MANAGER		EMPLOYER'	'S LIABILITY END	ORSEMENT	(	Office: (562) 570-671 Fax: (562) 570-537
A.	POLICY INFOR	RMATION					
	1. Insurance	e Company Zui	rich-American Ins	s. Co.			
	2. Policy No	EWS367608	8-04	Policy term (from)	2/28/06	(to)	2/28/07
	3. Endorsen	nent effective date	2/28/06	Endorseme	ent expiration date	2/28	/07
	4. Named In	asured ARB, Inc.			····		
	5. Address of	of Named Insured	26000 Comr	mercanter Drive			
	6. Employer	's Liability limit: \$	\$1,000,000			<del></del>	
В.	POLICY AMENI	DMENTS					
				e policy premium. Ned or any other endo			
	nonrenewed premium) ha	except after 30 da	lys' prior writter le City by certif	shall not be reduc n notice (10 days not fied mail. Such notic anager.	ice for cancellation	due to	nonpayment of
	of subrogation	on against the City	, its officials, e	Company in item A. mployees and agent Named Insured for th	s for losses paid t	rees to inder ti	waive all rights he terms of this
C.	SIGNATURE OF	INSURER OR AU	ITHORIZED RE	EPRESENTATIVE O	THE INSURER		
	I, (print name) P	'am Petersen	d above in item	A.1. and by my signa			have authority is company.
	$X_{i}$	as I Fi	Thom			/6/06	
-		AUTHORIZED RE				ATE	
		required on endorsen		the City)			
	TITLE:	Assistant Vice Pr		<del></del>		······································	
	ORGANIZATION:	Marsh Risk & Insuran	ce Services	<del></del>		···	
	ADDRESS:	4695 MacArthur Co	ourt, Suite 700				
	TELEPHONE:	949 399 5938		FAX:	949 833 9518		

# GERALD R. MILLER CITY MANAGER

EXCESS/UMBRELLA LIABILITY POLICY INFORMATION

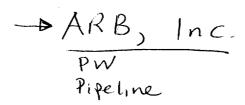
# CITY OF LONG BEACH

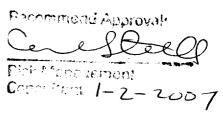
RISK MANAGEMENT BUREAU
333 WEST OCEAN BOULVEVARD, 13™ FLOOR ♦ LONG BEACH, CALIFORNIA 90802

#### ADDITIONAL INSURED ENDORSEMENT -**UMBRELLA/EXCESS LIABILITY**

Office: (562) 570-6714 Fax: (562) 570-5375

	1.	ingur	ance Con	nanv	Nation	al Union F	ire ins. Co.	of Pittsb	urgh, PA						
	2.	Policy		BE722746	9				Policy term	(from)	2/28/06	·	(to	) 2	/28/07
	3.	•	-	ffective o	late	2/28/06			,			expiration of		· —	······
	4.	Name	d insured	ı A	RB, Inc				_						<del></del>
	5.	Addre	ss of Na	ned Insu	red	26000	Commerc	anter Dr	ive						
	6.	Dedu	ctible or S	Self-Insure	ed Reten	ition (nil u	nless other	wise sp	cified)			\$ 10,000	SIR		
	7.	Policy	Limits:	Occurrent	ce* \$	25,000,0	200			Ge	eneral Ag	gregate: \$	25,000	,000	
	8.					ce require ty policy n		cify *occ	urrence" co GLO3676			s-made" co	verage req	uire	s special approval.
В.	PO	LICY AME	NOMEN	<u>[\$</u>											
	This or a	endorseme ny other end	nt Is issue orsement	d in consid	eration of ereto, it is	the policy pages as	premium, N follows:	łotwithsta	nding any in	consiste	nt stateme	ent in the poli	icy to which	this	endorsement is attache
	1.	insureds w expenses)	ith regard arising fro	to all loss. m (a) acti	ctaims, d vities or o	lamages, se perations p	stilement, e:	xpenses, y or on b	and costs (ir	icluding	but not lir	nited to attor	ney's fees a	ınd d	e included as additions efense and investigation operations of the Name
	2.	commissio	ns, official:	s, employe	es and a	gents, shall	be primary	/ insuranc	insured cov e. Any other this insuran	er insura	vice of se	ff-insurance	to the Ci maintained	ty, it by th	s departments, boards se City, its departments
	3.	SCOPE OF	COVERA	GE. This is	nsurance	afforded by	this policy i	s at least	as broad as	the unde	erlying ger	eral liability p	xolicy.		
	4.	is made or	a suit is b	rought, sul	bject to th	e insurer's	limit of liabi	lity. The	pplies separ naming of m s limit of liab	ore than	each insu n one insu	red that is se red under th	etting cover is policy sha	age o	or against whom a clain it, for that reason alone
	<b>5</b> .	CROSS LL	ABILITY. Oject 10 the	The namin	ng of mor limit of liai	e than one bility.	insured un	der this p	olicy shall n	ol, for th	had reason	alone, extin	guish any r	ights	of one insured agains
	6.	WAIVER (	OF RIGHTS City of Los	S OF SUB ng Beach, a	ROGATIO	ON. In the partments, i	event of an boards, offic	y paymer lais, empi	it under this oyees, agen	policy, t ts, comm	the insura nissions a	nce company nd volunteers	r agraes to :	walv	e its rights to subrogate
	7.	PROVISION not affect of	NS REGAI overage pr	RDING THE	E INSURI he City, its	ED'S DUTIE s departmen	ES AFTER ands, boards,	ACCIDEN commissi	IT OR LOSS ons, officials,	. Any fa employ	ailure to co rees or ag	omply with the ents.	e reporting (	provi	sions of this policy shall
	8.	CANCELL/ days notice above addre	for cance	llation due	to nonpa	ce shall not yment of pr	be reduced remium) has	in covera s been giv	ge or limits, ren to the Ci	cancelle ity by ce	ed, or noni utified mai	enewed exce ii. Such notic	ept after 30 o ce shall be a	days' addro	prior written notice (10 essed to the City at the
C.	INC	IDENT AN	D CLAIM	REPORT	FING PR	OCEDUR	ES								
٥.		lents and c													
	ATT	ENTION:	Kim G	underman	I			Vi	ce Preside	ent		Marsh Risk	& Insurance	æ Se	ervices
					(Name)				(Title)			(Compan	ıy)		
	ADD	RESS:	4695 N	/lacArthu	ır Cour	t, Suite 7	00	<u>-</u>							
	TELE	EPHONE:	949	399 59	38				FAX:	949	9 833 9	518			
D.	SIGI	NATURE C	F INSUR	ER OR A	UTHOR	IZED REF	RESENTA	ATIVE O	F THE INS	URER					
		nnt name) pany listed		etersen item A.1.	and by n	ny)signatu	re hereon	do so bir	nd this com	, wa	arrant th	at I have	authority t	d of	ind the insurance
		/ .	1/si		2	lla	De	>				12/6/0	6		
,	SIGN	IATURE O	FAUTHO	RIZEOR	EPRESE	NTATIVE	(original s	ignature	required)			DATE		,	
	TITLE	E: Ass	istant V	ice Pres	sident		ORGAN	IZATION	Marsh	Risk	& Ins	urance S	Services		
	ADD	RESS:	4695 M	acArthu	r Court,	Suite 70	00					·····			
	TELE	PHONE:	949 39	9 5938	· · · · · · · · ·				FAX:	949 83	33 9518				







	market and the	25			RIS	K MANAGEMEN	IT BUREAU	)		
				333 WEST 00	CEAN BOULVEVA	RD, 13 <sup>TM</sup> FLOOR	♦ LONG BE	EACH, CALIFORN	IA 90802	
			<b>ADDITI</b>	<b>ONAL INSU</b>	RED ENDO	RSEMENT -	CONTRA	CTS/POs	Off 4500 57	D 0744
	GERALD R. MI CITY MANAG			De	epartment: _		-		Office: (562) 57 Fax: (562) 57	
A.	CITY C	ONTRACT, PUF	CHASE	ORDER OR OTHE	R ID INFORMA	TION				
	Contrac	at No./Descr. or F	O#/Othe	er:		Effective Date or	N/A:	Expiration	Date or N/A:	
B.	GENER	AL OR OTHER	LIABILIT	Y POLICY INFOR	MATION					
	1. Insuran	ce Company:								
	2.	•		O03676089-04						
	3.	•		effective date: 2	/28/06		Policy ter	m/endorsement	expiration date :	2/28/07
		Insured: ARB,		00 Commercanter I	Drives					
				unless otherwise		Occurrence: \$	1,000,000		Aggregate: \$	4,000,000
	•			ion (nil, unless oth	•		1,000,000		s s	250,000 S#F
		om equivalent to			,	10 9	3	Other than	CG 00 01 (specify)	10/01
	*	wing coverages						_		10/01
		Contractual liability	уХ	Liquor flability	•	Watercraft liabili	ty	Non-owned a	uto	
	F	Personal linjury liab		Hangarkeepers		Aircraft fiabilit	ty	Gradual pollut	tion	
P	roducts and co	mpleted ops liability		Garagekeepers		Abuse & moles		Other (speci	fy):	
		Fire legal liability	/ <u>×</u>	XCU, required for construction		S&A* poliutio *sudden & accidenta				
_	00110111									
C.		MENDMENTS								
				n of the policy premit to, it is agreed as fol		ng any inconsistent si	tatement in the	policy to which the	s endorsement is	
	additional fees and d activities o	insureds with respo lefense and investi or undertakings of th	ect to all cla gation expa he Named	aims, demands, caus enses) or loss or liabi	es of action, dama lity of any kind or a Named Insured's	, officials, employees ges, settlement, exp asture whatsoever an employees, agents o re in item A.	enses and cost ising out of, or i	s (including but no in any manner inci	i limited to attorney dent to, the operatio	s ns,
	agents, co	mmissions and vol	unteers is p	COVERAGE. The in primary insurance. A s of this insurance an	ny other insurance	by this policy to the C or self-insurance ma ute to it.	ity, its departm aintained by the	ents, boards, offici e City, its officials, e	als, employees, employees, agents,	
				nsurance afforded by surer's limit of liability		separately to each i	nsured seeking	coverage or again	nst whom a claim is	
		IABILITY. The nar ibject to the Insure			inder this policy sh	ail not, for that reaso	n alone, exting	uish any rights of c	one insured against	
	against the	City of Long Beach	h, and its d	eparlments, boards,	officials, employee	this policy, the insures, agents, commission	ons and volunte	<del>30</del> 1\$.	-	
	not affect o	overage provided to	o the City,	and its boards, depai	tments, officials, e	LOSS. Any failure to imployees, agents, co	ommissions and	d volunteers.		
	otherwise to	erminated during th	ne effective	period of this endors	ement except alte	educed in coverage on thirty (30) days' priod the sent by certified	x written notice	has been given to	the City (ten (10)	or
D.	INCIDENT A	ND CLAIM REP	ORTING	PROCEDURES						
	incidents and o	daims are reported	to the insu	rer at:		Vice President				
	ATTENTIO	N:	Gm Gund					Marsh Risk & Inst		
	ADDRESS	4505.4		(Name)	100	(Title)		(Compan)	1)	
	ADDRESS:		) 399 5	ur Court, Suite 7	00	FAX NUMBE	P: / 040	) 833 3027		
			<u> </u>				( 949	, 000 0021	· · · · · · · · · · · · · · · · · · ·	
	SIGNATURE	OF INSURER O	R AUTHO	ORIZED REPRESI	ENTATIVE OF 1	HE INSURER				
	I. (print nam	e) Papa Peleisen				, warrant that I hav	ve authority to	bind the insura	nce company	
			by my sit	nature hereof do	so blind this con		•		• •	
		1-6h	<u> </u>	selle	ريه			12/06/200	6	
	SIG			D REPRESENTA	TIVE (original s	ignature required)	_	DA	TE	
	TITLE:	Assistar	nt Vice Pr	esident (	ORGANIZATION:	Marsh Risk & Insur	rance Services			
	ADDRESS:	4695 Mad	Arthur Co	urt, Suite 700						•
or years	TELÉPHONE	(_949	399 5	938		FAX NUMBER	₹: ( 949	) 833 9518		_

DEFUT CITY ATTRIBUTY

## GERALD R. MILLER CITY MANAGER

**AUTO LIABILITY POLICY INFORMATION** 

#### ADDITIONAL INSURED ENDORSEMENT - AUTO LIABILITY

Office: (562) 570-6714 Fax: (562) 570-5375

	1.	Insurance	e Company	, <u>Z</u> u	rich-American Ins. Co.					
	2.	Policy No	). B/	AP3676090-04		Policy term (from	2/28/06		(to)	2/28/07
	3.	Endorser	nent effecti	ive date	2/28/06	Endorsement	expiration date		2/28/07	
	4.	Named Ir	rsured	ARB, Inc.						
	5.	Address	of Named I	nsured	26000 Commercanter D	rive				
	6.	Deductible	le or Self-In	sured Retent	tion (nil unless otherwi	se specified)	\$			
	7.	Policy Lin	nits: CSL p	er accident 4	2,000,000	Bl per person/B	per accident/PD: \$			
	8.	Coverage	: Any auto	<u> </u>	All owned autos	Scheduled autos	Hired auto	os X	Non-	owned autos _x
	9.	Coverage	form:		CA 00 01 06 92 and e	ndorsement CA 00 25	Other _c	CA 00 01 1	0 01	
		If excess,	the policy	must afford c	overage at least as bro	oad as CA 90 01 06 92	and endorsement (	A 00 25	i:	
8.	***************************************	CY AMEND			d the code according.	data dibbada adilan			A L?.L	distance done
					of the policy premium. In preto, it is agreed as follow		isisiem statement in t	ле роксу	to which	this endorsement
	in e: in	nsureds with n xpenses) aris nsured, regard	egard to all li ing from the iless of whe	oss, claims, da ownership, or ther liability is	ng Beach, and its boards mages, settlement, exper peration, meintenance, ut attributable to the Named as, employees and agents	ises, and costs (including se, loading or unloading of I Insured or a combination	but not limited to attorr of any auto owned, lea	ney's fees seed, hire	and defer d, or born	nse and investigation owed by the Name
	er	mployees, ag	ents, comm	issions and w	COVERAGE. The insura plunteers is primary insuraters is in excess of this	rance. Any other insur	ance or self-insurance	is, depert a maintai	tments, co ined by th	mmissions, officials e City, its officials
					surance afforded by this rer's limit of liability.	policy applies separately	to each insured seekin	ig covera	ge or agai	inst whom a claim i
				aming of more rer's limit of liab	then one insured under slifty.	this policy shall not, for th	nat reason alone, extin	guish any	rights of	one insured agains
					ED'S DUTIES AFTER AC boards, departments, co			reporting	g provision	ns of the policy sha
	(1)	0 days notice	for cancella		e shall not be reduced in apayment of premium) has ir.					
C.	INCIDI	ENT AND C	LAIM REP	ORTING PR	OCEDURES					
	niciden	NS arm Gam	is are repu	rted to the in:						
	ATTEN	ITION:	Kim Gund	erman	Vice Pr	esident į	Marsh Risk & Ins	surance	e Servic	æs
			(Name)		(	Title)	(Company)			
	ADDRE	ee.	4695 Mac	Arthur Court,	Suite 700					
	ADDRO	200.								
	TELEP	HONE:	949 399	5863		FAX: _	949 833 3027			
D.	SIGNA	TURE OF I	NSURER C	OR AUTHOR	ZED REPRESENTAT	IVE OF THE INSURE	3			
		TIGHTIC PARTY	Petersen		re hereon do so bind t		that I have authority	to bind	the insu	rance company
		11	A-	( ) je	love	>	1;	2/6/06		
	SIGNAT	URE OF A	UTHORIZE	D-REPRESE	NTATIVE (original sig	nature required)	D.	ATE		
	TITLE:	Assis	stant Vice F	President	ORG	ANIZATION: Marsh F	Risk & Insurance Service	<b>285</b>		
	ADDRE	ss: _	4695 MacA	Arthur Court,	Suite 700	<del></del>				
	TELEPH	HONE:	949 399 59	938		FAX:	49 833 9518			<del></del>

Office: (562) 570-6714 Fax: (562) 570-5375

RISK MANAGEMENT BUREAU
333 WEST OCEAN BOULVEVARD, 13™ FLOOR ♦ LONG BEACH, CALIFORNIA 90802

# GERALD R. MILLER CITY MANAGER

C.

D.

949 399 5938

TELEPHONE:

#### ADDITIONAL INSURED ENDORSEMENT -**UMBRELLA/EXCESS LIABILITY**

2.	Policy	nce Compi No BE	7227469		Policy	term (from)	2/28/06	(to) 2/28/07
2. 3.	•	ement effe	ective date	2/28/06	1 UBCy		sement expiration date	2/28/07
4.		Insured	ARB. in	G.	<del></del>	Ç1.001	comon orpodion care	
5.		s of Name			mercanter Drive			
6.				ntion (nil unless	otherwise specified	)	\$ 10,000 SIF	₹
7.	Policy	Limits: Oc	currence* \$	25,000,000	,	Ge		5,000,000
8.				nce requirements lity policy numbe		ze" coverage 3676098-04		ge requires special approva
POL	ICY AME	IDMENTS						
				of the policy premiu		any inconsister	nt statement in the policy to	which this endorsement is attac
i	insureds will expenses) a	h regard to arising from	all loss, claims, (a) activities or	damages, settleme	ent, expenses, and co ned by or on behalf o	sts (including I	but not limited to attorney's	d agents are included as additi fees and defense and investigations of the National Completed operations of the National Completed operations of the National Completed Complete
	commission	s, officials, (	employees and	agents, shall be p	The additional insure finary insurance. An be in excess of this in	y other insura	nce or self-insurance main	the City, its departments, bost tained by the City, its department
3. 5	SCOPE OF	COVERAGI	E. This insurance	afforded by this p	olicy is at least as bro	ad as the unde	rlying general liability policy	<b>'.</b>
i	is made or i	a suit is bro	ight, subject to i	the insurer's limit o	by this policy applies f liability. The naming t to the insurer's limit	g of more than	each insured that is seeking one insured under this po	coverage or against whom a c licy shall not, for that reason all
5. <b>C</b>	CROSS LIA another, sut	BILITY. Tr ject to the Ir	e naming of mo	ore than one insure ability.	ed under this policy s	hall not, for th	at reason alone, extinguisi	h any rights of one insured aga
6. 1	WAIVER O	F RIGHTS ( City of Long	OF SUBROGAT Beach, and its d	ION. In the event epartments, boards	of any payment unde , officials, employees,	r this policy, t agents, comm	he insurance company agn sissions and volunteers.	ees to walve its rights to subrog
7. F	PROVISION not affect co	S REGARD verage provi	ING THE INSUI ded to the City, i	RED'S DUTIES AF its departments, bo	TER ACCIDENT OR ards, commissions, of	LOSS. Any fa ficials, employ	illure to comply with the repees or agents.	porting provisions of this policy si
d	days notice	for cancellat						fter 30 days' prior written notice tall be addressed to the City at
INCID	DENT AND	CLAIM R	EPORTING P	ROCEDURES				
Incide	ents and da	aims are re	ported to the i	nsurer at:				
A TTC	NTION:	Kim Gun	derman		Vice Pr	esident	Marsh Risk & In	surance Services
AIIE	NHON.		(Name		(Title		(Company)	
ADDR	RESS:	4695 Ma		rt, Suite 700	( )	·,	(company)	
TELEF	PHONE:	949 3	99 5938			AX: 949	9 833 9518	
SIGN	ATURE O	F INSURE	R OR AUTHO	RIZED REPRES	ENTATIVE OF THE	INSURER		
l (prin	nt name).	PartiPete	ersen	_		w	arrant that I have auth	ority to bind the insurance
compa	any listed a	bove in ite	m A.1. and by	my)signature he	reon do so bind this			only to bino the madibile
	1.	1/2	-	Ma			12/6/0 <del>6</del>	
				/ 1/	****	red)		

FAX: 949 833 9518

RISK MANAGEMENT BUREAU
333 WEST OCEAN BOULVEVARD, 13™ FLOOR ♦ LONG BEACH, CALIFORNIA 90802

## GERALD R. MILLER CITY MANAGER

#### **WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY ENDORSEMENT**

Office: (562) 570-6714 Fax: (562) 570-5375

A	POLICY	INFORM	ATION							
	1. Insi	urance C	ompany	Zuri	ich-American I	ns. Co.				
	2. Poli	icy No.	EWS36	7608	8-04	Policy term	(from)	2/28/06	(to)	2/28/07
	3. End	dorseme	nt effective	e date	2/28/06	E	dorseme	ent expiration date	2/28	/07
	4. Nar	med Insu	red ARE	3, Inc.						
	5. Add	tress of t	Named Ins	sured	26000 Con	nmercanter D	rive			
	6. Em	ployer's l	_iability lin	nit: \$	\$1,000,000		·····		<del>-</del>	
В.	in the polic follows:  1. CANCI nonren premiu Beach  2. WAIVE of subr	rsement of the control of the contro	is issued in this end on NOTIC cept after poeen giver address UBROGAT against the	CE. To the ses, att	ment is attact  This insurance tys' prior writte e City by cert tention: Risk I  The Insurance its officials,	hed or any of se shall not the en notice (10 tified mail. So Manager. ce Company in	her endo de reduc days not uch notic n item A. nd agent	otwithstanding any rement attached ed in coverage of ice for cancellation e shall be address a for losses paid to city.	thereto or limit due to sed to prees to	s, cancelled, or o nonpayment of the City of Long
c.	I, (print nar to bind the	me) Paninsurano REOF AL nature req	Petersen e company JTHORIZE uired on en Assistant \ Marsh Risk &	y listed  LED REF  Indorser  Insurance  Insu	d above in iter	n A.1. and by	my signa	ature hereon do so	that I bind th	have authority iis company.
	TELEPHON	NE:	949 399 593	8			FAX:	949 833 9518		

1-2-2007

Bond #024025822

Premium: \$42,051.00

#### BOND FOR FAITHFUL PERFORMANCE

KNOW ALL NEW BY THESE PRESENTS: That wa,ARB, Inc	
Liberty Mutual Insurance Company	, located at
505 S. Main St., Suite 830, Orange, CA, 928	368
, a corporation, inco	rporated under the laws of the State of Massachusetts
witted as a sweety in the State of California and authorised to tre ld and firmly bound unto the CITY OF LONG STACE, CALIFORNIA, Six Million Three Hundred Seventy Nine Thousand Two Hundred	meac mainess in the state or California, as suctif, are a municipal corporation, in the sum of the company Fight and 00/100
DOLLARS (\$ (*) ), lawful money of the	United States of America, for the payment of which
m, well and truly to be made, we bind ourselves, our respective he wintly and severally, firmly by these presents.	irs, administrators, executors, successors and assigns,
THE CONDITION OF THIS CELICATION IS SUCH THAT:	
WHENDAS, said Principal has been searched and is about to enter the th said City of Long Baach for the Gas Main & Service for Siquired by said City to give this bond in connection with	pecifications No. G-240, G-228, G-228P & G-228Sand 1s
NOW, THEREFORE, if said Principal shall well and truly keep an presents and obligations of said contract on said Principal's pa- mer specified therein, then this obligation shall be null and wold,	rt to be kept, done and performed, at the times and in the
PROVIDED, that any modifications, elterations, or changes which in the services to be rendered, or in any materials or articles to be City of any extension of time for the performance of said contract, there the City or the Principal to the other, shall not in any way mair respective heirs, administrators, executors, successors or as as the Surety of any such modifications, alterations, changes, extensions and City to said Principal shall release or excent the Surety, we actual notice at the time the order is made that such payment in yearst shall result in actual loss to the Surety, but in no event in	to be furnished pursuant to said contract, or the giving by t, or the giving of any other forhearence upon the part of elesse the Principal or the Surety, or either of them, or signs, from any liability arising hereunder, and notice to us or forhearences is hereby waived. No presenture payment unless the officer of said City ordering the payment shall s in fact pressure, and then only to the extent that such
IN WITHESS MESSEUF, the above named Principal and Sarrety have and the formalities required by law on this 12th day of	outed, or caused to be executed, this instrument with all December , 2006.
1 1	
ARB, Inc.	Liberty Mutual Insurance Company
CONTRACTOR/PRINCIPAL	SURSTY, admitted in California
By:	BV: La sire Harrison
me: Scott B. Summers	Yame: Debbie L. Welsh
DDFCFFFFFF	Title: Attorney-in-Fact
	415-892-1080
By:	
MANUSTRA PERISION	
GENERAL COUNSEL	·
proved as to form this 16 day	Approved as to sufficiency this 16 day
Janon , 200d. 7	of January, 200\$.7
HERT B. SHANNOF, City Attorney	
11-7-	
, 14 <sup>-</sup> /	maranquine
Penied Deputy	City Nanager/65
TI: 1. Execution of this bond must be acknowledged by both PRI extificate of acknowledgment must be attached. 2. A composition must execute the bond by 2 authorised office	cers and, if executed by a person not listed in Sec. 313,
alif. Corp. Code , then a certified copy of a resolution ust be attached.	of its Board of Directors authorizing execution

DFG:bg (FaithfulPerfBond)

# CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

CERTIFICATE OF	ACKNOWLEDGMENT
State of	
County of MARIN )	
On December 12, 2006 before me,D	ONNA J. FROWD, NOTARY PUBLIC  (here insert name and title of the officer)
personally appearedDEBBIE L.	WELSH
name(s) is/are subscribed to the within instrum	ne basis of satisfactory evidence) to be the person(s) whose ent and acknowledged to me that he/she/they executed the and that by his/her/their signature(s) on the instrument the person(s) acted, executed the instrument.
WITNESS my hand and official seal.	DONNA J FROWD COMY #1874884 NOTARY PUBLICIONAL FORNIA MARIN EDINAY My Camm Engras Dictor 22, 2009
Signature of Notary Public	(Seal)
ADDITIONAL O	PTIONAL INFORMATION
(Title or description of attached document)  (Title or description of attached document continued)	INSTRUCTIONS FOR COMPLETING THIS FORM  Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is to be recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.
(The or description of attached document continued)	

DESCRIPTION OF THE ATTACHED DOCUMENT
(Title or description of attached document)
(Title or description of attached document continued)
Number of Pages Document Date
(Additional information)
CAPACITY CLAIMED BY THE SIGNER
☐ Individual (s)
☐ Corporate Officer
(Title)
☐ Partner(s)
xx Attorney-in-Fact
☐ Trustee(s)
☐ Other

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which
  must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. he/she/they, is /are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible.
   Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - Indicate title or type of attached document, number of pages and date.
  - Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document

		BID NO.:
	LABOR AND MATERIAL BOND	BOND NO.: 024025822
KNOW ALL MEN BY THESE PRESENTS: That we,	ARB, Inc.	Premium: Incl. in Performance Bond
	Liberty Mutual Insurance Cor	opany es PRINCIPAL, and
	505 S. Main St., Stiffe 830, C	Prance CA 92868
orporation, incorporated under the laws of the the State of California, as SURETY, are he coration, in the sum of SIX Million Inree Hundry	ld and firmly bound unto the dred Seventy Nine Thousand	and having been authorized to transact business CITY OF LONG BEACH, CALIFORNIA, a municipal wo Hundred Ninety Eight and 00/100.
(*) ), (swful money of the United States selves, our respective heirs, administrators, sents.	of America, for the payment, executors, successors and a	of which sum, well and truly to be made, we bind satigms, jointly and severally, firmly by these
THE COMDITION OF THIS OBLIGATION IS SUCH TH	AT:	
WHEREAS, said Principal has been awarded and said City of Long Beach for the Gas Main	& shout to enter the amexed & Service for Specifications No	contract (incorporated herein by this reference) G-240, G-228, G-228P & G-228S
_, and is required by law and by said City t	a give this bond in connection	with the execution of said contract;
one, or for any work or labor done thereon of inel term of said contract and any extensions ( fail to pay for any materials, provisions, work to be done under any authorized modificat ny kind, or for amounts due under the Unemplo mount not exceeding the sum of money hereis reey's fee, to be fixed by the court; otherw PROVIDED, that any modifications, alterations ired to be done thereunder, or in any of the uant to said contract, or the giving by the Ci my other forbearance upon the part of eithe cipal or the Surety, or either of them, or to lisbility arising hereunder, and notice to	any kind, or for amounts due a thereof, and during the life equipment, or other supplies tions of said contract that may yment insurance Act, under sain nabove specified and, in case ise this obligation shall be a, or changes which may be made a materials, provisions, equip ity of any extension of time for the City or the Principal heir respective heirs, edmini- the Surety of any such modified	in said contract, or in any of the work or labor ment, or other supplies required to be furnished or the performence of said contract, or the giving to the other, shall not in any may release the etrators, executors, successors or assigns, from ifications, alterations, changes, extensions or
officer of the City ordering the payment shall ature, and then only to the extent that such ; than the amount of such premature payment. This bond shall inure to the benefit of any	it have actual notice at the tipeyment shall result in actual and all persons, companies as	lme the order is made that the payment is in fact loss to the Surety, but in no event in an amount ad corporations entitled by law to file claims so
sture, and then only to the extent that such ; than the amount of such premature payment.  This bond shall inure to the benefit of any so give a right of action to them or their as	it have actual notice at the trepument shall result in actual and all persons, companies ar signs in any suit brought upon	lime the order is made that the payment is in fact loss to the Surety, but in no event in an amount of corporations entitled by law to file claims so in this bond.
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NOTE: 1. Execution 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 two (2) duly authorized officers, and a certified copy of a resolution of its Board of Directors authorizing such execution, or other evidence of authority for such execution, must be attached if executed by persons other than the officers listed in Section 313, California Corporations Code.

DFG:rmb(1-03-2000)
SONDLABOR BOILMPD\*

ROBERT E. SMAINION, CITY AT

# CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

CERTIFICATE OF	ACKNOWLEDGMENT
State of CALIFORNIA )	
County of MARIN )	
On December 12, 2006 before me, Do	ONNA J. FROWD, NOTARY PUBLIC  (here insert name and title of the officer)
personally appeared DEBBIE L.	WELSH
name(s) is/are subscribed to the within instrume	ne basis of satisfactory evidence) to be the person(s) whose ent and acknowledged to me that he/she/they executed the and that by his/her/their signature(s) on the instrument the person(s) acted, executed the instrument.
WITNESS my hand and official seal.	DONNA J FROWD COMM #1614594 NOTARY BELLO: CALIFORNIA MARIN COUNTY My Comm Erores October 22, 2009
Signature of Notary Public	(Seal)
ADDITIONAL O	PTIONAL INFORMATION
DESCRIPTION OF THE ATTACHED DOCUMENT  (Title or description of attached document)  (Title or description of attached document continued)	INSTRUCTIONS FOR COMPLETING THIS FORM  Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is to be recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.

## CAPACITY CLAIMED BY THE SIGNER

(Additional information)

Number of Pages \_\_\_\_\_ Document Date\_

- ☐ Individual (s)
- ☐ Corporate Officer

(Title)

- ☐ Partner(s)
- XX Attorney-in-Fact
- ☐ Trustee(s)
- □ Other

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  - Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- · Securely attach this document to the signed document

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

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

#### LIBERTY MUTUAL INSURANCE COMPANY BOSTON, MASSACHUSETTS POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS: That Liberty Mutual Insurance Company (the "Company"), a Massachusetts stock insurance company, pursuant to and by authority of the By-law and Authorization hereinafter set forth, does hereby name, constitute and appoint

MICHAEL B. MCGOWAN, SUSAN J. MCGOWAN, DONNA L. WELSH, DONNA J. FROWD, WILLIAM P. MCGOWAN, DEBBIE L. WELSH, ALL OF THE CITY OF NOVATO, STATE OF CALIFORNIA.....

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 <u>23rd</u> day of <u>June</u>, 2005

LIBERTY MUTUAL INSURANCE COMPANY

1872

Garnet W. Elliott, Assistant Secretary

COMMONWEALTH OF PENNSYLVANIA SS COUNTY OF MONTGOMERY

On this <u>23rd</u> day of <u>June</u>, <u>2005</u>, before me, a Notary Public, personally came <u>Garnet W. Elliott</u>, 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 WHERE Thave 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
Terela Postella, Notary Public
Plymouth Twp., Montgomery County
My Commission Expires Mar. 28, 2009
Member, Pennsylvania Association of Notaries

mery County
Mar. 28, 2009 Terésa Pastella, Notary Public

CERTIFICATE

. . .

quarantees

value

residual

rate or

interest

Not valid currency

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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 to	he corporate seal of the said company, this $\underline{}$	2th day o
December , 2006		•



David M. Carey, Assistant Secretary

### **CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

	xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx
State of Californ <u>ia</u>	)
County of Ownac	ss.
County of	<b>J</b>
on Docember 14,003 before me,	Kathlen Bieskala
Date Comment	Name and Title of Officer (e.g., "Jane Doe, Notary Public")
personally appeared Scott E.S	Name(s) of Signer(s)
	personally known to me
	proved to me on the basis of satisfactor
	evidence
	to be the person(s) whose name(s) is/are
	subscribed to the within instrument and
KATHLEEN RIOS-KEALA	acknowledged to me that he/she/they executed the same in his/her/their authorized
Commission # 1627042	capacity(ies), and that by his/her/thei
Notary Public - California ? Orange County	signature(s) on the instrument the person(s), o
My Comm. Expires Dec 5, 2009	the entity upon behalf of which the person(s
-	acted, executed the instrument.
t e e e e e e e e e e e e e e e e e e e	WITNESS my hand and official seal.
	Myles Riox Koala
	Signature of Notary Public
OP	TIONAL
Though the information below is not required by law, it may p	prove valuable to persons relying on the document and could preven
fraudulent removal and reattach	ment of this form to another document.
Description of Attached Document	
Title or Type of Document:	
Document Date:	Number of Pages:
Signer(s) Other Than Named Above:	
olgrier(s) Other man Named Above.	
Capacity(ies) Claimed by Signer	
Signer's Name:	RIGHT THUMBPRIN
□ Individual	OF SIGNER Top of thumb here
⊔ IIIuIviuudi	I '
Corporate Officer — Title(s):	
<ul><li>□ Corporate Officer — Title(s):</li><li>□ Partner — □ Limited □ General</li></ul>	
□ Partner — □ Limited □ General □ Attorney-in-Fact	
<ul><li>☐ Partner — ☐ Limited ☐ General</li><li>☐ Attorney-in-Fact</li><li>☐ Trustee</li></ul>	
<ul> <li>□ Partner — □ Limited □ General</li> <li>□ Attorney-in-Fact</li> <li>□ Trustee</li> <li>□ Guardian or Conservator</li> </ul>	
<ul> <li>□ Partner — □ Limited □ General</li> <li>□ Attorney-in-Fact</li> <li>□ Trustee</li> <li>□ Guardian or Conservator</li> <li>□ Other:</li> </ul>	
<ul> <li>□ Partner — □ Limited □ General</li> <li>□ Attorney-in-Fact</li> <li>□ Trustee</li> <li>□ Guardian or Conservator</li> </ul>	

### CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California	)
County of Drange	ss.
on December 14, 2000 before	me Kathken Rias-Keala
personally appeared	Name and Title of Officer (e.g., "Jane Doe, Notary Public")
personally appeared	Name(s) of Signer(s)
<b>9</b>	personally known to me
	proved to me on the basis of satisfactory evidence
	evidence
MATHEEN DIOS VEALA	to be the person(s) whose name(s) is/are
KATHLEEN RIOS-KEALA Commission # 1627042	subscribed to the within instrument and acknowledged to me that he/she/they executed
Notary Public - Cattornia	the same in his/her/their authorized
Orange County	capacity(ies), and that by his/her/thei
My Comm. Expires Dec 5, 2009	signature(s) on the instrument the person(s), o
	the entity upon behalf of which the person(s acted, executed the instrument.
	MITNIFCC my hand and official and
	WITNESS my hand and official seal.
	Kathlen Kibokeala
	Signature of Notary Public
Though the information below is not required by law, it	<ul> <li>OPTIONAL ————————————————————————————————————</li></ul>
	eattachment of this form to another document.
Description of Attached Document	t
Title or Type of Document:	
Document Date:	Number of Pages:
Signer(s) Other Than Named Above:	Number of Pages:
Signer(s) Other Than Named Above:	RIGHT THUMBPRIN
Signer(s) Other Than Named Above:  Capacity(ies) Claimed by Signer  Signer's Name:	
Signer(s) Other Than Named Above:  Capacity(ies) Claimed by Signer  Signer's Name:  Individual	RIGHT THUMBPRIN OF SIGNER Top of thumb here
Signer(s) Other Than Named Above:  Capacity(ies) Claimed by Signer  Signer's Name:  Individual Corporate Officer — Title(s): Partner — Limited General	RIGHT THUMBPRIN OF SIGNER Top of thumb here
Signer(s) Other Than Named Above:  Capacity(ies) Claimed by Signer  Signer's Name:  Individual Corporate Officer — Title(s): Partner — Limited General Attorney-in-Fact	RIGHT THUMBPRIN OF SIGNER Top of thumb here
Signer(s) Other Than Named Above:  Capacity(ies) Claimed by Signer  Signer's Name:  Individual Corporate Officer — Title(s): Partner — Limited General Attorney-in-Fact Trustee	RIGHT THUMBPRIN OF SIGNER Top of thumb here
Signer(s) Other Than Named Above:  Capacity(ies) Claimed by Signer  Signer's Name:  Individual Corporate Officer — Title(s): Partner — Limited General Attorney-in-Fact Trustee Guardian or Conservator	RIGHT THUMBPRIN OF SIGNER Top of thumb here
Signer(s) Other Than Named Above:  Capacity(ies) Claimed by Signer  Signer's Name:  Individual Corporate Officer — Title(s): Partner — Limited General Attorney-in-Fact Trustee	RIGHT THUMBPRIN OF SIGNER Top of thumb here