

1 trailers identified in Contractor's Quotations 201803522 and 201803523, attached
2 hereto and incorporated herein as Exhibit "B", Ninety Three Thousand Three
3 Hundred Sixteen Thousand Dollars and Fifty Cents (\$93,316.50), to be paid upon
4 execution of this Agreement. Final payment for the trailers will be due fifteen (15)
5 days after delivery.

6 B. City shall pay to Contractor for repairs to the existing 2 Station
7 16' Handicap Accessible Combo Trailer identified in Contractor's Quotation
8 201904804, attached hereto and incorporated herein as Exhibit "B", Eight Thousand
9 Three Hundred Fifty Dollars, to be paid thirty (3) days prior to start of work. Final
10 payment for the repairs will be due fifteen (15) days after completion of work.

11 C. Contractor further agrees to haul away used original trailers
12 from the City's staging area to Contractor's place of business. Contractor agrees to
13 provide a credit to City towards the purchase of the trailers.

14 3. CONTRACT DOCUMENTS.

15 A. The Contract Documents include: Contractor's Quotations
16 201803522, 20183523 and 201904804 (which may include by reference the
17 Standard Specifications for Public Works Construction, latest edition, and any
18 supplements thereto, collectively the "Standard Specifications"); the California Code
19 of Regulations; the various Uniform Codes applicable to trades; the prevailing wage
20 rates; Instructions to Bidders; the Bid; the bid security; the City of Long Beach
21 Disadvantaged, Minority and Women-Owned Business Enterprise Program; this
22 Contract and all documents attached hereto or referenced herein including but not
23 limited to insurance; Notice to Proceed; Notice of Completion; any addenda or
24 change orders issued in accordance with the Standard Specifications; any permits
25 required and issued for the work; approved final design drawings and documents;
26 and the Information Sheet. These Contract Documents are incorporated herein by
27 the above reference and form a part of this Contract.

28 B. Notwithstanding Section 2-5.2 of the Standard Specifications,

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

10 4. TIME FOR CONTRACT. The term of this Contract shall commence
11 at midnight on October 9, 2019, and shall terminate at 11:59 p.m. on October 8, 2020,
12 unless sooner terminated as provided in this Contract, or unless the services or the Project
13 is completed sooner. Time is of the essence hereunder. City will suffer damage if the work
14 is not completed within the time stated, but those damages would be difficult or impractical
15 to determine. So, Contractor shall pay to City, as liquidated damages, the amount stated
16 in the Contract Documents.

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

22 6. WORKERS' COMPENSATION CERTIFICATION. Concurrently
23 herewith, Contractor shall submit certification of Workers' Compensation coverage in
24 accordance with California Labor Code Sections 1860 and 3700, a copy of which is
25 attached hereto as Exhibit "C".

26 7. CLAIMS FOR EXTRA WORK. No claim shall be made at any time
27 upon City by Contractor for and on account of any extra or additional work performed or
28 materials furnished, unless such extra or additional work or materials shall have been

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

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

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

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

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

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

27 12. COORDINATION WITH GOVERNMENTAL REGULATIONS.

28 A. If the work is terminated pursuant to an order of any Federal or

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

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

15 13. NOTICES.

16 A. Any notice required hereunder shall be in writing and personally
17 delivered or deposited in the U.S. Postal Service, first class, postage prepaid, to
18 Contractor at the address first stated herein, and to the City at 411 West Ocean
19 Boulevard, Long Beach, California 90802, Attn: City Manager. Notice of change of
20 address shall be given in the same manner as stated herein for other notices. Notice
21 shall be deemed given on the date deposited in the mail or on the date personal
22 delivery is made, whichever first occurs.

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

26 14. COVENANT AGAINST ASSIGNMENT. Neither this Contract nor any
27 of the moneys that may become due Contractor hereunder may be assigned by Contractor
28 without the written consent of City first had and obtained, nor will City recognize any

1 subcontractor as such, and all persons engaged in the work of construction will be
2 considered as independent contractors or agents of Contractor and will be held directly
3 responsible to Contractor.

4 15. CERTIFIED PAYROLL RECORDS.

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

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

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

27 16. RESPONSIBILITY OF CONTRACTOR. Notwithstanding anything to

28 the contrary in the Standard Specifications, Contractor shall have the responsibility, care

1 and custody of the work. If any loss or damage occurs to the work that is not covered by
2 collectible commercial insurance, excluding loss or damage caused by earthquake or flood
3 or the negligence or willful misconduct of City, then Contractor shall immediately make the
4 City whole for any such loss or pay for any damage. If Contractor fails or refuses to make
5 the City whole or pay, then City may do so and the cost and expense of doing so shall be
6 deducted from the amount due Contractor from City hereunder.

7 17. CONTINUATION. Termination or expiration of this Contract shall not
8 terminate the rights or liabilities of either party which rights or liabilities accrued or existed
9 prior to termination or expiration of this Contract.

10 18. TAXES AND TAX REPORTING.

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

19 B. Contractor shall cooperate with City in all matters relating to
20 taxation and the collection of taxes, particularly with respect to the self-accrual of
21 use tax. Contractor shall cooperate as follows: (i) for all leases and purchases of
22 materials, equipment, supplies, or other tangible personal property totaling over
23 \$100,000 shipped from outside California, a qualified Contractor shall complete and
24 submit to the appropriate governmental entity the form in Appendix "A" attached
25 hereto; and (ii) for construction contracts and subcontracts totaling \$5,000,000 or
26 more, Contractor shall obtain a sub-permit from the California Department of Tax
27 and Fee Administration ("CFTA") for the Work site. "Qualified" means that the
28 Contractor purchased at least \$500,000 in tangible personal property that was

1 subject to sales or use tax in the previous calendar year.

2 C. Contractor shall create and operate a buying company, as
3 defined in CFTA Regulation 1699, subpart (i), in City if Contractor will purchase over
4 \$5,000,000 in tangible personal property subject to California sales and use tax.

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

20 E. Contractor shall not be entitled to and by signing this Contract
21 waives any claim or damages for delay against City if Contractor does not timely
22 submit these forms to the appropriate governmental entity. Contractor may request
23 a waiver to subsections B, C, and/or D. Waiver requests must be submitted in writing
24 and will be subject to City review and approval. Contractor may contact the Financial
25 Management Department, Budget Management Bureau at (562) 570-6425 for
26 assistance with the form.

27 19. ADVERTISING. Contractor shall not use the name of City, its officials
28 or employees in any advertising or solicitation for business, nor as a reference, without the

1 prior approval of the City Manager, City Engineer or designee.

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

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

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

14 23. SUBCONTRACTORS. Contractor agrees to and shall bind every
15 subcontractor to the terms of this Contract; provided, however, that nothing herein shall
16 create any obligation on the part of City to pay any subcontractor except in accordance
17 with a court order in an action to foreclose a stop notice. Failure of Contractor to comply
18 with this Section shall be deemed a material breach of this Contract. A list of
19 subcontractor(s) submitted by Contractor in compliance with Public Contract Code
20 Sections 4100 et seq. is attached hereto as Exhibit "E" and incorporated herein by this
21 reference, and shall be submitted thirty (30) days prior to delivery of the trailers.

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

28 25. GOVERNING LAW. This Contract shall be governed by and

1 construed pursuant to the laws of the State of California (except those provisions of
2 California law pertaining to conflicts of laws).

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

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

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

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

22 "During the performance of a Contract with the City of Long Beach, the
23 Contractor will provide equal benefits to employees with spouses and its
24 employees with domestic partners. Additional information about the City of
25 Long Beach's Equal Benefits Ordinance may be obtained from the City of
26 Long Beach Business Services Division at 562-570-6200."

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

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

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

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

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

24 ///
25 ///
26 ///
27 ///
28 ///

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

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

COMFORTS OF HOME SERVICES, INC.,
an Illinois corporation

DECEMBER 10, 2019

By [Signature]
Name SHANE WORTMAN
Title DIRECTOR of SALES

December 10, 2019

By [Signature]
Name Alan Weid
Title General Manager

"Contractor"

CITY OF LONG BEACH, a municipal corporation

January 15, 2020
**EXECUTED PURSUANT
TO SECTION 301 OF
THE CITY CHARTER**

By Rebecca G. Lauer
City Manager

"City"

This Contract is approved as to form on 1-9, 2020, 2019.

CHARLES PARKIN, City Attorney

By [Signature]
Deputy

OFFICE OF THE CITY ATTORNEY
CHARLES PARKIN, City Attorney
411 West Ocean Boulevard, 9th Floor
Long Beach, CA 90802-4664

EXHIBIT A
SCOPE OF WORK

Exhibit A



Luxury Restroom Trailer Rental and Sales

410 Rathbone Ave. Aurora, IL 60506 (630) 906-8002 (847)-574-7600 Fax

Monica Der Gevorgian
Capital Project Coordinator – Public Works
(512) 570-7211

RE: Scope of Work for delivery, drop-off and pick -up to restroom shower trailers

The following is the understanding of the delivery, drop off and pick-up of the restroom shower trailers between Comforts of Home Services, Inc and Long Beach Public Works.

- (a) The two trailers will be delivered to the city upon built completion. Comforts of Home Inc. will contract with a hauler, and will provide the hauler company Commercial automobile liability insurance equivalent in coverage scope to ISO CA 00 01 06 92 in an amount not less than Five Hundred Thousand Dollars (US \$500,000) combined single limit (CSL) covering Symbol 1 (“any auto”).
- (b) The delivery hauler will be placing the trailers on their final designated area with no damage to existing infrastructure. After the delivery of the two trailers the hauler will take the used original trailers from there staging area back to Comforts of Home Inc. place of business. Comfort of homes will take the used trailers as credit toward purchasing new trailers.

Sincerely,

Daniel Fischer

Daniel Fischer
Senior Account Representative
Comforts of Home Services, Inc.



Comfort Care Warranty

Comforts of Home Services Inc (warrantor), of Aurora Illinois hereby provides a 5-year Limited Warranty on our trailer frame and waste tank. This does not include damage, paint, undercoating or insulation. Comforts of Home Services Inc. provides a 1-year Limited Warranty on the trailer as a whole. The warranty described in this agreement is in lieu of all other warranties, expressed or implied. This warranty shall apply to the original purchaser as shown on the sales agreement. Warranty begins on the date the trailer is delivered to you.

Certain individual components are warranted by their respective manufacturers' warranty program and therefore are excluded from the Manufacturers "Comfort Care Warranty". These components include, but are not limited to; tires, wheels, axles, couplers, jacks, light fixtures, windows, doors, heaters, air conditioners, toilets, sinks, faucets, pumps, awnings and most other electrical or mechanical systems. Warranty claims must be filed with the respective component manufacturers' warranty department within the coverage period. Any installation fees, shipping fees, or other costs associated with the repair of the items not covered by the respective manufactures' warranty are the sole responsibility of the trailer owner.

Except as otherwise specifically set forth herein, Seller warrants only that goods furnished by Seller shall conform to the specifications set forth on the final order acknowledgement issued by Seller. To obtain consideration under this Limited Warranty, Buyer must first contact Seller, stating in what respect the good are believed by Buyer to be defective. Failure to give such notice within the warranty period shall be a waiver of this Limited Warranty and no assistance or other action thereafter taken by Seller shall be deemed to extend or revive the warranty period. This Limited Warranty shall not apply to goods which, in Seller's sole judgement, have been the subject of negligence, misuse, abuse, accident, misapplication, tampering or alteration, defacing, scratches, dents, chips, and or tears, on any surface, not caused by the warrantor, nor shall it apply to goods damaged by acts of God, war or civil insurrection, improper assembly, installation, operation, maintenance or storage, or other than normal application, use or service, including, without limitation, failures caused by foreign materials, erosion, or wear and tear. This Limited Warranty shall not cover, and Seller shall not under any circumstances be liable for, damages for injuries to persons or property, loss of product, loss of profits, loss of use, expenses of labor, travel or other items related to the removal, replacement or recall of defective goods; damages resulting from the removal of defective goods or the installation of repaired or replacement goods; expenses relating to the transportation of goods to and from Seller's facility; damages resulting from any consequential, incidental, contingent or special damages, whether arising in contract, in tort, or under statute; or any other damages or expenses not agreed upon in writing by Seller, even if Seller has been advised of the potential for any such damages or expenses. In no event shall Seller's total liability exceed the specific purchase price of the subject goods. THIS LIMITED WARRANTY IS IN LIEU OF ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE OR USE.

Please refer to the product owner's manual, or contact and authorized representative of the warrantor, for instructions on filing a warranty claim. No person is authorized to give any other warranty or to assume any other liability on the Seller's behalf. The provisions of the Limited Warranty shall be interpreted and governed pursuant to the Laws of the State of Illinois.

EXHIBIT “B”
Contractor’s Quotations



410 Rathbone Ave
Aurora, IL 60506
Office: 630-906-8002
Fax: 847-574-7600
Email: Dan@cohsi.com
www.cohsi.com

QUOTATION
201803522

Date: 12/3/2019

RESTROOM, SHOWER, COMBINATION AND SPECIALTY TRAILER SALES

CUSTOMER (BUYER)

Name: Long Beach Public Works
Address: 333 W Ocean Blvd
City, State: Long Beach, CA
Zip: 90802

Phone: 562-570-6383
Fax:
Email: monica.dergevorgian@longbeach.gov

SHIP TO:

Name: Belmont Pool
Address: 4320 East Olympic Plaza
City, State: Long Beach, CA 90803
Contact: Monica Der Gevorgian
Phone: 562-570-7211

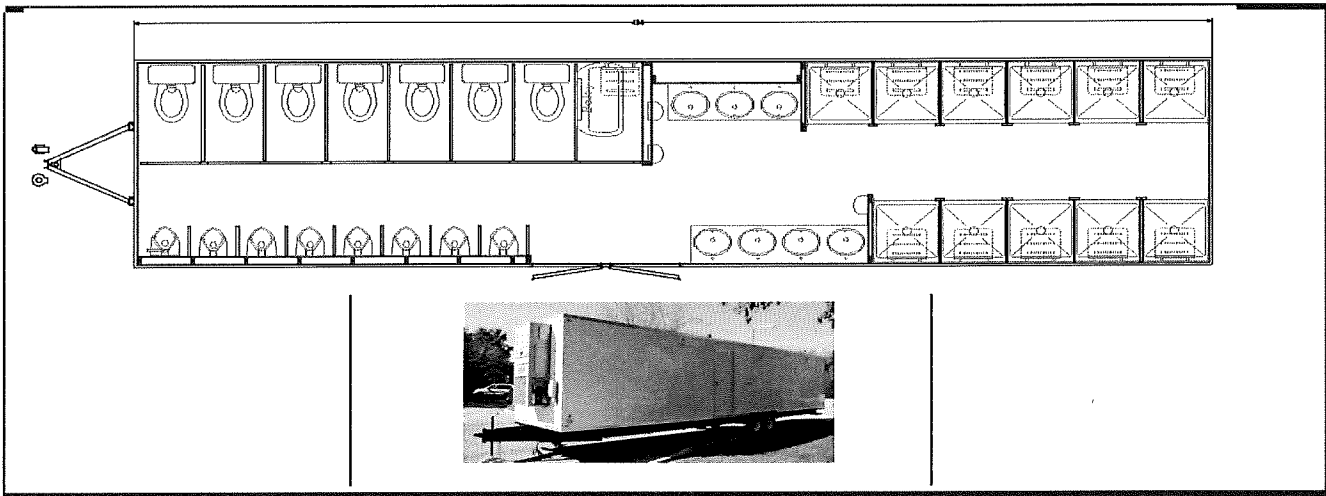
27 Station 40' Men's WB Combo Trailer with Direct Sewer Connection only

Interior Color: Basic Interior Package (Grey FRP) Exterior Color: White Quantity: 1 Price Each: \$79,260.00

BASE PRICE
\$79,260.00

STANDARD ITEMS

- A/C (13,500 BTU) and Heat Strip (5,600 BTU)
- Heavy Duty Fold-up Alum. Steps & Handle
- Timed Faucets
- Oversized Structural Steel Beams
- Steel Construction (No Wood Framing)
- HD Tube Framed Doors & Hydraulic Closures
- Poly Insulation
- Smooth Aluminum Exterior Siding
- One Piece Aluminum Seamless Roof
- FRP (fiberglass wall panels)
- Scissor Jack Levelers
- Dexter (ITS) Independent Torsion Axles
- Battery Powered Trailer Runaway Protection
- Keyed alike Locks
- LED Interior-Exterior Trailer Lighting Package
- Commercial PEX Water Lines
- E-Z Lube Hubs
- LPG on Demand water heater - shower trailers
- Electric Brakes
- 2- 5/16" Trailer Receiver
- Chip Resistant Undercoating
- Marine Grade Sub Floor
- Waste Tank Sight Gauge
- Vinyl sheet flooring



See the next page for Optional Items

Pictures and Layouts are for reference only and may not reflect the final product - subject to COHSI Engineer Review

OPTIONAL ITEMS, DELIVERY, AND TOTAL COSTS

1	Options listed on page 2	\$9,125.00	\$ 9,125.00
		Sub Total:	\$88,385.00
			\$ -
Sales Tax (when applicable)		State:	Tax Rate:
1992	Delivery Charge per Mile	\$ 2.00	\$ 3,984.00

FINAL PRICE

Financing Available -

\$92,369.00

	50% Due upon order	\$ 46,184.50
	Final Payment Net 15	\$ 46,184.50

Notes: PFS Corporation (ID # 920270) List of Approved Third Party Agencies. SPCM - Accessibility CCR T24, CBSC Chap 11b Department Insigna of Approval issued to Special Purpose Commercial Modular Units. Exterior Lighting - 1 on each end of trailer, 3 on Exterior Door Side, 2 on the Utility Room Side. Total of 7 Lights April Delivery Final Payment will be due 15 days after the delivery of the trailer



QUOTATION
201803522

OPTIONAL ITEMS (some items may increase lead time)

Qty	Option	\$/ea	Total \$
	Interior upgrade to Laminated Two Tone walls from FRP panels (per Trailer foot)	\$70	\$0
	Interior upgrade to Grey Laminate walls with Barnwood Accent Wall from FRP panels (per Trailer foot)	\$90	\$0
	Upgrade to 6 Panel Doors from High Privacy Metal Partition Doors (per Door)	\$300	\$0
40	Wash Down Package (Aluminum Interior Trim caulked along bottom so walls can be scrubbed) per Trailer foot. (FRP Basic Interior Only)	\$35	\$1,400
	Generator Mount on Tongue of Trailer with Diamond Plate Encasement	\$1,000	\$0
	Custom Vinyl Wrap of Exterior of Trailer (Customer to supply graphics for wrapping) (per sq. ft.)	\$20	\$0
	Upgrade to Non Stock Aluminum (Stock Aluminum : White, Pewter, Charcoal)	\$250	\$0
	Upgrade to Non Stock Laminate (Stock Laminate : Linen, Chocolate, Wedding Cake, Feather Grey)	\$250	\$0
	Upgrade to Non Stock Partition Color (Stock Partition : Latte, Slate, Charcoal)	\$250	\$0
	Remote Monitoring Application (Deep Cycle Battery required)	\$850	\$0
	Solar Panel Charging (per Solar Panel)	\$700	\$0
	Deep Cycle Battery (per Battery)	\$250	\$0
	110 Volt Lighting Package to replace 12 Volt LED Lighting (-\$50 per Trailer Foot)	-\$50	\$0
	Aluminum Diamond Plate fold up Ramp - Drop Box Units (Wheelchair access)	\$3,300	\$0
	Aluminum Sectional Ramp with 5' Platform & Railing - Quick Easy Setup (Wheelchair access) - (per Trailer Design)	\$0	\$0
	Lowering Trailer with fold up Ramp on Rear - (Wheelchair access)	\$7,800	\$0
	Lowering ADA Module with fold up Ramp on Rear - Hydraulic Lowering (Wheelchair access)	\$10,500	\$0
1	Credit for Purchase of Used Original Trailer	-\$5,000	-\$5,000
			\$0

Qty	Option	\$/EA	Total \$
Inc	Coin Rubber (Shower Area)/Grey Wood Plank (Restroom Area)	\$70	\$0
	6 Lug Aluminum Wheels (each)	\$110	\$0
	Increase Trailer by 1ft	\$850	\$0
	Non-Powered Vent/ Skylight (each)	\$120	\$0
4	Powered Vent/ Skylight (each)	\$170	\$680
4	Vent Cover, keeps rain out (each)	\$60	\$240
	Diamond Plate Rock Guard	\$400	\$0
	Spare Tire - mounted	\$350	\$0
1	Utility Room w/ Door	\$550	\$550
	Vacant/ Occupied LED Indicators	\$125	\$0
	Water tank/ pump, 105/ 140 gallons (Lowering/ Normal)	\$780	\$0
	Water tank/ pump, 225 gallons	\$890	\$0
	Water tank/ pump, 300 gallons	\$1,250	\$0
	Water tank & pump, 400 gallons	\$1,350	\$0
	Hot Water Heater (Cabinet/ Utility)	\$275	\$0
	Wall heaters (each)	\$210	\$0
	Winter Package (per Trailer foot)	\$50	\$0
	Arctic Package (per Trailer foot)	\$100	\$0
	Upgrade to Fiberglass Subfloor (per Trailer foot)	\$50	\$0
	Outlets - GFI protected	\$120	\$0
	Replace LPG Tankless with Electric (Increases Power Requirement)	\$300	\$0
	Dual 40# Propane Tanks mounted on Tongue	\$500	\$0
Inc	Cat 5 Shatterproof Mirrors	\$0	\$0
Inc	Floor Drains (3) Located between Showers	\$0	\$0
7	Upgrade to Dusk to Dawn Exterior Lighting (per door)	\$250	\$1,750

Qty	Option	\$/ea	Total \$
7	Standard Residential Toilet (upgrade)	\$380	\$2,660
	Add Toilet	\$450	\$0
	Add Urinal	\$450	\$0
	Add Sink (Wall-Mount/ Pedestal)	\$475	\$0
	Single Sink to Single Vanity (per Sink)	\$350	\$0
	Single Sink to Double Sink Solid (per Sink)	\$975	\$0
	Upgrade to Vessel Sink (per Sink)	\$150	\$0
7	Solid Surface Countertop (per Sink)	\$150	\$1,050
3	Electric Hand Dryer	\$650	\$1,950
	Single Framed Mirror	\$190	\$0
	Double Framed Mirror	\$280	\$0
12	Fold Down Seat (15")	\$205	\$2,460
	Musio Amp w/ 2 speakers and USB/ SD Card Player	\$550	\$0
			\$0
	CUSTOMER INSTALLED ACCESSORIES		
7	9" Stainless Steel Jumbo Roll Dispenser	\$90	\$630
	Stainless Steel C-Fold Towel Dispenser	\$90	\$0
	Enmotion Hands Free Towel Dispenser	\$120	\$0
	Stainless Steel Garbage Can	\$125	\$0
	Gojo Soap Disp. - Hands Free w/ Soap	\$90	\$0
4	Stainless Steel Soap Dispenser	\$120	\$480
	Sanitary Napkin Disposal SS	\$50	\$0
1	Baby Changing Station	\$275	\$275
Inc	Partition Color - Slate	\$0	\$0
Inc	Towel Hooks outside Showers	\$0	\$0

Options selected are highlighted in blue.

OPTIONS PRICE
\$9,125.00

AGREEMENTS:

*Signed Quote and 50% deposit required to place order on Production Schedule. Deposit must be received within 72 hours to secure production space.

*PO's are acceptable from most government agencies and large corporations.

*Buyer Must Agree to Comforts of Home's Terms and Conditions sheet.

*Final payment of unit will be due upon completion and before delivery unless special arrangements are made

*Items are the sole property of Comforts of Home Services Inc until full payment is made and must be turned over if payment isn't made within 90 days of delivery.

*It is understood that no specific certifications, stamps or seals are provided with this trailer. Such items may be made available from a third party, at an additional cost.

Any requests for these must be made prior to the production of the trailer, and will affect lead time.

*It is the purchasers responsibility to research and provide us with any codes or build standards unique to you area that affect the trailer construction or use.

*Quoted lead times are estimated. Production times may vary due to circumstances beyond our control. Once the deposit is received, your order may not be cancelled or refunded.

*Any specific requests must be noted on this quote form, or we will build to our standards. This includes but is not limited to materials, fixture locations, and overall design.

Items discussed, but not listed on this quotation, will not be added to your final trailer build. This is a custom trailer being built for you.

Your signature below will serve as acceptance and approval of all trailer pricing, specifications, accessories, and designs listed on this quote.

Signature: _____

Date: _____

Print Name: _____



410 Rathbone Ave
Aurora, IL 60506
Office: 630-906-8002
Fax: 847-574-7600
Email: Dan@cohsi.com
www.cohsi.com

QUOTATION
201803523

Date: 12/3/2019

RESTROOM, SHOWER, COMBINATION AND SPECIALTY TRAILER SALES

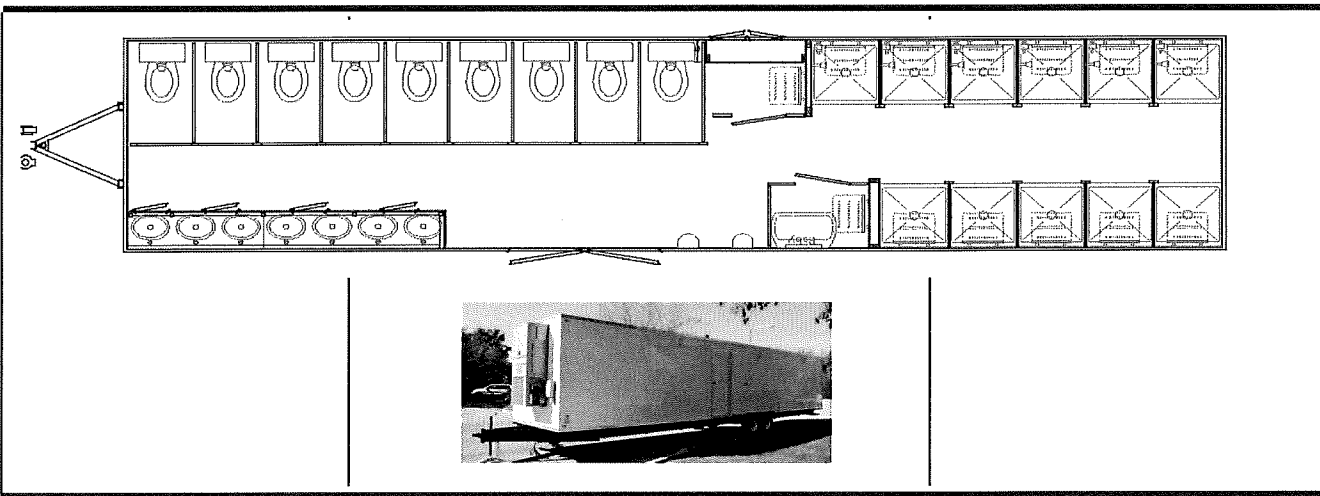
CUSTOMER (BUYER)		SHIP TO:
Name: Long Beach Public Works	Phone: 562-570-6383	Name: Belmont Pool
Address: 333 W Ocean Blvd	Fax:	Address: 4320 East Olympic Plaza
City, State: Long Beach, CA	Email: monica.dergevorgian@longbeach.gov	City, State: Long Beach, CA 90803
Zip: 90802		Contact: Monica Der Gevorgian
		Phone: 562-570-7211

22 Station 40' Women's WB Combo Trailer with Direct Sewer Connection only

Interior Color	Basic Interior Package	(Grey FRP)	Exterior Color	White	Quantity	1	Price Each	\$79,560.00
BASE PRICE								
\$79,560.00								

STANDARD ITEMS

- A/C (13,500 BTU) and Heat Strip (5,600 BTU)
- Heavy Duty Fold-up Alum. Steps & Handle
- Timed Faucets
- Oversized Structural Steel Beams
- Steel Construction (No Wood Framing)
- HD Tube Framed Doors & Hydraulic Closures
- Poly Insulation
- Smooth Aluminum Exterior Siding
- One Piece Aluminum Seamless Roof
- FRP (fiberglass wall panels)
- Scissor Jack Levelers
- Dexter (ITS) Independent Torsion Axles
- Battery Powered Trailer Runaway Protection
- Keyed alike Locks
- LED Interior-Exterior Trailer Lighting Package
- Commercial PEX Water Lines
- E-Z Lube Hubs
- LPG on Demand water heater - shower trailers
- Electric Brakes
- 2- 5/16" Trailer Receiver
- Chip Resistant Undercoating
- Marine Grade Sub Floor
- Waste Tank Sight Gauge
- Vinyl sheet flooring



See the next page for Optional Items

Pictures and Layouts are for reference only and may not reflect the final product - subject to COHSI Engineer Review

OPTIONAL ITEMS, DELIVERY, AND TOTAL COSTS

1	Options listed on page 2	\$10,720.00	\$ 10,720.00
		Sub Total:	\$90,280.00
			\$ -
Sales Tax (when applicable)		State:	Tax Rate:
1992	Delivery Charge per Mile	\$ 2.00	\$ 3,984.00

FINAL PRICE

Financing Available -

\$94,264.00

	50% Due upon order	\$ 47,132.00
	Final Payment Net 15	\$ 47,132.00

Notes: PFS Corporation (ID # 920270) List of Approved Third Party Agencies. SPCM - Accessibility CCR T24, CBSC Chap 11b Department Insigna of Approval issued to Special Purpose Commercial Modular Units. Exterior Lighting - 1 on each end of trailer, 3 on Exterior Door Side, 2 on the Utility Room Side. Total of 7 Lights April Delivery Final Payment will be due 15 days after the delivery of Trailer



QUOTATION
201803523

OPTIONAL ITEMS (some items may increase lead time)

Qty	Option	\$/ea	Total \$
	Interior upgrade to Laminated Two Tone walls from FRP panels (per Trailer foot)	\$70	\$0
	Interior upgrade to Grey Laminate walls with Barnwood Accent Wall from FRP panels (per Trailer foot)	\$90	\$0
	Upgrade to 6 Panel Doors from High Privacy Metal Partition Doors (per Door)	\$300	\$0
40	Wash Down Package (Aluminum Interior Trim caulked along bottom so walls can be scrubbed) per Trailer foot (FRP Basic Interior Only)	\$35	\$1,400
	Generator Mount on Tongue of Trailer with Diamond Plate Encasement	\$1,000	\$0
	Custom Vinyl Wrap of Exterior of Trailer (Customer to supply graphics for wrapping) (per sq. ft.)	\$20	\$0
	Upgrade to Non Stock Aluminum (Stock Aluminum : White, Pewter, Charcoal)	\$250	\$0
	Upgrade to Non Stock Laminate (Stock Laminate : Linen, Chocolate, Wedding Cake, Feather Grey)	\$250	\$0
	Upgrade to Non Stock Partition Color (Stock Partition : Latte, Slate, Charcoal)	\$250	\$0
	Remote Monitoring Application (Deep Cycle Battery required)	\$850	\$0
	Solar Panel Charging (per Solar Panel)	\$700	\$0
	Deep Cycle Battery (per Battery)	\$250	\$0
	110 Volt Lighting Package to replace 12 Volt LED Lighting (-\$50 per Trailer Foot)	-\$50	\$0
	Aluminum Diamond Plate fold up Ramp - Drop Box Units (Wheelchair access)	\$3,300	\$0
	Aluminum Sectional Ramp with 5' Platform & Railing - Quick Easy Setup (Wheelchair access) - (per Trailer Design)	\$0	\$0
	Lowering Trailer with fold up Ramp on Rear - (Wheelchair access)	\$7,800	\$0
	Lowering ADA Module with fold up Ramp on Rear - Hydraulic Lowering (Wheelchair access)	\$10,500	\$0
1	Credit for Purchase of Used Original Trailer	-\$5,000	-\$5,000
			\$0

Qty	Option	\$/EA	Total \$	Qty	Option	\$/ea	Total \$
Inc	Coin Rubber (Shower Area) Grey Wood Plank (Restroom Area)	\$70	\$0	9	Standard Residential Toilet (upgrade)	\$380	\$3,420
	6 Lug Aluminum Wheels (each)	\$110	\$0		Add Toilet	\$450	\$0
	Increase Trailer by 1ft	\$850	\$0		Add Urinal	\$450	\$0
	Non-Powered Vent/ Skylight (each)	\$120	\$0		Add Sink (Wall-Mount/ Pedestal)	\$475	\$0
4	Powered Vent/ Skylight (each)	\$170	\$680		Single Sink to Single Vanity (per Sink)	\$350	\$0
4	Vent Cover, keeps rain out (each)	\$60	\$240		Single Sink to Double Sink Solid (per Sink)	\$975	\$0
	Diamond Plate Rock Guard	\$400	\$0		Upgrade to Vessel Sink (per Sink)	\$150	\$0
	Spare Tire - mounted	\$350	\$0	7	Solid Surface Countertop (per Sink)	\$150	\$1,050
1	Utility Room w/ Door	\$550	\$550	3	Electric Hand Dryer	\$650	\$1,950
	Vacant/ Occupied LED Indicators	\$125	\$0		Single Framed Mirror	\$190	\$0
	Water tank/ pump, 105/ 140 gallons (Lowering/ Normal)	\$780	\$0		Double Framed Mirror	\$280	\$0
	Water tank/ pump, 225 gallons	\$890	\$0	13	Fold Down Seat (15")	\$205	\$2,665
	Water tank/ pump, 300 gallons	\$1,250	\$0		Music Amp w/ 2 speakers and USB/ SD Card Player	\$550	\$0
	Water tank & pump, 400 gallons	\$1,350	\$0				\$0
	Hot Water Heater (Cabinet/ Utility)	\$275	\$0		CUSTOMER INSTALLED ACCESSORIES		
	Wall heaters (each)	\$210	\$0	9	9" Stainless Steel Jumbo Roll Dispenser	\$90	\$810
	Winter Package (per Trailer foot)	\$50	\$0		Stainless Steel C-Fold Towel Dispenser	\$90	\$0
	Arctic Package (per Trailer foot)	\$100	\$0		Enmotion Hands Free Towel Dispenser	\$120	\$0
	Upgrade to Fiberglass Subfloor (per Trailer foot)	\$50	\$0		Stainless Steel Garbage Can	\$125	\$0
	Outlets - GFI protected	\$120	\$0		Gojo Soap Disp. - Hands Free w/ Soap	\$90	\$0
	Replace LPG Tankless with Electric (Increases Power Requirement)	\$300	\$0	4	Stainless Steel Soap Dispenser	\$120	\$480
	Dual 40# Propane Tanks mounted on Tongue	\$500	\$0	9	Sanitary Napkin Disposal SS	\$50	\$450
Inc	Cat 5 Shatterproof Mirrors	\$0	\$0	1	Baby Changing Station	\$275	\$275
Inc	Floor Drains (3) Located between Showers	\$0	\$0	Inc	Partition Color - Slate	\$0	\$0
7	Upgrade to Dusk to Dawn Exterior Lighting (per door)	\$250	\$1,750	Inc	Towel Hooks outside Showers	\$0	\$0

Options selected are highlighted in blue.

OPTIONS PRICE
\$10,720.00

AGREEMENTS:

- *Signed Quote and 50% deposit required to place order on Production Schedule. Deposit must be received within 72 hours to secure production space.
 - *PO's are acceptable from most government agencies and large corporations.
 - *Buyer Must Agree to Comforts of Home's Terms and Conditions sheet.
 - *Final payment of unit will be due upon completion and before delivery unless special arrangements are made
 - *Items are the sole property of Comforts of Home Services Inc until full payment is made and must be turned over if payment isn't made within 90 days of delivery.
 - *It is understood that no specific certifications, stamps or seals are provided with this trailer. Such items may be made available from a third party, at an additional cost. Any requests for these must be made prior to the production of the trailer, and will affect lead time.
 - *It is the purchasers responsibility to research and provide us with any codes or build standards unique to you area that affect the trailer construction or use.
 - *Quoted lead times are estimated. Production times may vary due to circumstances beyond our control. Once the deposit is received, your order may not be cancelled or refunded.
 - *Any specific requests must be noted on this quote form, or we will build to our standards. This includes but is not limited to materials, fixture locations, and overall design. Items discussed, but not listed on this quotation, will not be added to your final trailer build. This is a custom trailer being built for you.
- Your signature below will serve as acceptance and approval of all trailer pricing, specifications, accessories, and designs listed on this quote.

Signature: _____

Date: _____

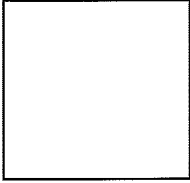
Print Name: _____

Trailer Color Selection Approval

Trailer Name/Number: _____

Exterior Color Options. Circle your choice from the lists below:

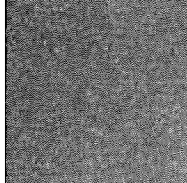
STANDARD COLORS:



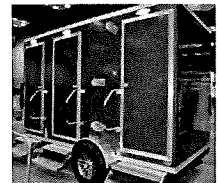
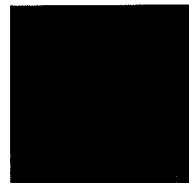
Crystal White



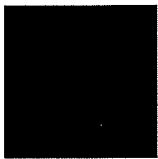
Light Pewter



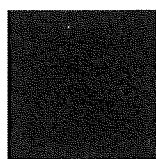
Charcoal



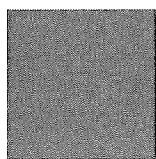
CUSTOM color options. Available for an additional fee:



Emerald Green



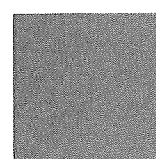
Victory Red



Champaign Beige



Black

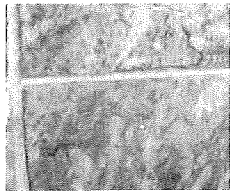


Dove Gray

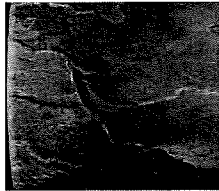


Royal Blue

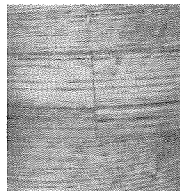
Flooring Color Options. Circle your choice from the lists below:



Rust



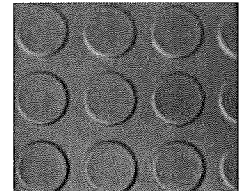
Black Stone



Oak Wood



Gray Plank



Coin

Additional Design and Color Selections:

Partition Color Selection: Latte(Light Tan) Slate (Gray) Custom: _____

Interior Color Selection: White FRP Gray FRP Custom: _____

Interior Trim Selection: White Wood Oak Aluminum Wash Down

Other Build notes: (added by Customer and Sales): _____
two types of flooring that would allow gray plank along the toilet and sink area,
 and coin gray flooring within the shower area. The counter sink counter top will include the gray granite one piece.

Approved by:

_____ Printed Name: _____ Date: _____

WORKERS' COMPENSATION CERTIFICATION

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

Contractor's Name:

COMFORTS OF HOME SERVICES INC.

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



Title: DIRECTOR OF SALES

Date: 01/06/2020

EXHIBIT "C"

INFORMATION TO COMPLY WITH LABOR CODE SEC. 2810

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

- 1) Workers' Compensation Insurance:
 - A. Policy Number: Q42-0950795
 - B. Name of Insurer (NOT Broker): Corkill Insurance Agency
 - C. Address of Insurer: 25 Northwest Point Rd, Elk Grove Village IL
 - D. Telephone Number of Insurer: 847-758-1000

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

N/A

 - A. VIN (Vehicle Identification Number): _____
 - B. Automobile Liability Insurance Policy Number: _____
 - C. Name of Insurer (NOT Broker): _____
 - D. Address of Insurer: _____
 - E. Telephone Number of Insurer: _____

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

- 4) Estimated total number of workers to be employed on this Contract: 1
- 5) Estimated total wages to be paid those workers: TBO
- 6) Dates (or schedule) when those wages will be paid: TBO

- 7) (Describe schedule: For example, weekly or every other week or monthly)
Estimated total number of independent contractors to be used on this Contract: 0

- 8) Taxpayer's Identification Number: [REDACTED]

EXHIBIT "D"

LIST OF SUBCONTRACTORS

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

Name Unable to Complete Type of Work _____
 Address Full closer to delivery _____
 City Only Contractor Use Dollar Value of Subcontract \$ _____
 Phone No. Will be our delivery 12/17/2019
 License No. Service. *Allen Ward*
Contractor of
Home Services
Inc.

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

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

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

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

APPENDIX “A”

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

STATE OF CALIFORNIA
 BOARD OF EQUALIZATION

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

SECTION I – BUSINESS INFORMATION

NAME OF BUSINESS OR GOVERNMENTAL ENTITY City of Long Beach , Public Work, Project Management		SALES/USE TAX PERMIT NUMBER
BUSINESS ADDRESS (street) 411 W. Ocean Blvd.		CONSUMER USE TAX ACCOUNT NUMBER
CITY, STATE, & ZIP CODE Long Beach, CA 90802		If applicant is applying for either a sales/use tax permit or a consumer use tax account in addition to a use tax direct payment permit check here <input type="checkbox"/>
MAILING ADDRESS (street address or po box if different from business address)		
CITY, STATE, & ZIP CODE		NAME UNDER WHICH BUSINESS IS TO BE TRANSACTED IF DIFFERENT THAN ABOVE

SECTION II – MULTIPLE BUSINESS LOCATIONS

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

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

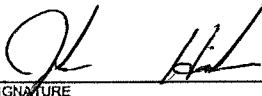
SECTION III – CERTIFICATION STATEMENT

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

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

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

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

SIGNATURE 	TITLE Project Management Officer
NAME (typed or printed) Joshua Hickman	DATE 12/19/19

(See reverse side for general information and filing instructions)

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

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

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

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

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

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

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

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

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

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

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

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