CONTRACT

**31353**

THIS CONTRACT is made and entered, in duplicate, as of September 23, 2009 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 September 22, 2009, by and between UNITED STORM WATER, INC., a California corporation ("Contractor"), whose address is 14000 E. Valley Blvd. City of Industry, California 91746, and the CITY OF LONG BEACH, a municipal corporation ("City").

WHEREAS, pursuant to a "Notice Inviting Bids for the Annual Contract for Municipal Separate Storm Drain System Maintenance and Repair Services in the City of Long Beach, California," and published by City, bids were received, publicly opened on August 26, 2009 and declared on the date specified in said Notice; and

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

WHEREAS, the City Council authorized the City Manager to enter a contract with Contractor for the work described in Plans & Specifications No. R-6799;

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

1. SCOPE OF WORK. Contractor shall furnish all necessary labor, supervision, tools, materials, supplies, appliances, equipment and transportation for the work described in "Plans & Specifications No. R-6799 for the Annual Contract for Municipal Separate Storm Drain System Maintenance and Repair Services in the City of Long Beach, California," said work to be performed according to the Contract Documents identified below. However, this Contract is intended to provide to City complete and finished work and, to that end, Contractor shall do everything necessary to complete the work, whether or not specifically described in the Contract Documents.

2. PRICE AND PAYMENT.

A. City shall pay to Contractor the amount(s) for materials and work identified in Contractor's "Bid for the Annual Contract for Municipal Separate

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Long Beach, CA 90802-4664

Storm Drain System Maintenance and Repair Services in the City of Long Beach, California," attached hereto as Exhibit "A".

B. 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).

3. CONTRACT DOCUMENTS.

A. The Contract Documents include: The Notice Inviting Bids, Plans & Specifications No. R-6799 (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.

B. Notwithstanding Section 2-5.2 of the Standard Specifications, if any conflict or inconsistency exists or develops among or between Contract

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Long Beach, CA 90802-4664

to be specified in a written "Notice to Proceed" from the City and shall complete all work during the term of the Contract, specifically, October 1, 2009 through September 30, 2012, subject to strikes, lockouts and events beyond the control of Contractor. Time is of the essence hereunder. City will suffer damage if the work is not completed within the time stated, but those damages would be difficult or impractical to determine. So, Contractor shall pay to City, as liquidated damages, the amount stated in the Contract Documents.

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

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

7. CLAIMS FOR EXTRA WORK. No claim shall be made at any time upon City by Contractor for and on account of any extra or additional work performed or materials furnished, unless such extra or additional work or materials shall have been 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. CLAIMS. Contractor shall, upon completion of the work, deliver possession thereof to 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 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 City, which arises from or is connected with the performance of the work.

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333 West Ocean Boulevard, 11th Floor
Long Beach, CA 90802-4664

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

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

10. WORK DAY. Contractor shall comply with Sections 1810 through 1815 of the California Labor Code regarding hours of work. Contractor shall forfeit, as a penalty to 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.

ORNEY
Attorney
11th Floor
4664

full force and effect since the date thereof and is in full force and effect on the date of this certificate; and I do further

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. NOTICES.

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, City will notify Contractor when City receives any third party claims relating to this Contract in accordance with Section 9201 of the Public Contract Code.

14. BONDS. Contractor shall, simultaneously with the execution of this Contract, execute and deliver to 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. COVENANT AGAINST ASSIGNMENT. Neither this Contract nor any of the moneys that may become due Contractor hereunder may be assigned by Contractor without the written consent of City first had and obtained, nor will City recognize any subcontractor as such, and all persons engaged in the work of construction will be considered as independent contractors or agents of Contractor and will be held directly responsible to Contractor.

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Long Beach, CA 90802-4664

16. CERTIFIED PAYROLL RECORDS.

A. Contractor shall keep and shall cause each subcontractor performing any portion of the work under this Contract to keep an accurate payroll

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. CONTINUATION. 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 Identification Number to 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 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

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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.

D. 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. AUDIT. 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 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. NO PECULIAR RISK. 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

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Long Beach, CA 90802-4664

# POWER OF ATTORNEY

Know All Men By These Presents:

That the Arch Insurance Company, a corporation organized and existing under the laws of the State of Missouri, having its principal office in Kansas City, Missouri (hereinafter referred to as the "Company") does hereby appoint

Raymond E. Gail and William J. Shupper of Rancho Cucamonga, CA (EACH)

its true and lawful Attorney(s)-in-Fact, to make, execute, seal, and deliver from the date of issuance of this power for and on its behalf as surety, and as its act and deed:

Any and all bonds and undertakings

EXCEPTION: NO AUTHORITY is granted to make, execute, seal and deliver bonds or undertakings that guarantee the payment or collection of any promissory note, check, draft or letter of credit.

This authority does not permit the same obligation to be split into two or more bonds in order to bring each such bond within the dollar limit of authority as set forth herein.

The Company may revoke this appointment at any time.

The execution of such bonds and undertakings in pursuance of these presents shall be as binding upon the said Company as fully and amply to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal office in Kansas City, Missouri.

This Power of Attorney is executed by authority of resolutions adopted by unanimous consent of the Board of Directors of the Company on March 3, 2003, true and accurate copies of which are hereinafter set forth and are hereby certified to by the undersigned Secretary as being in full force and effect:

"VOTED, That the Chairman of the Board, the President, or any Vice President, or their appointees designated in writing and filed with the Secretary, or the Secretary shall have the power and authority to appoint agents and attorneys-in-fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings, obligatory in the nature thereof, and any such officers of the Company may appoint agents for acceptance of process."

This Power of Attorney is signed, sealed and certified by facsimile under and by authority of the following resolution adopted by the unanimous consent of the Board of Directors of the Company on March 3, 2003:

VOTED, That the signature of the Chairman of the Board, the President, or any Vice President, or their appointees designated in writing and filed with the Secretary, and the signature of the Secretary, the seal of the Company, and certifications by the Secretary, may be affixed by facsimile on any power of attorney or bond executed pursuant to the resolution adopted by the Board of Directors on March 3, 2003, and any such power so executed, sealed and certified with respect to any bond or undertaking to which it is attached, shall continue to be valid and binding upon the Company.

In Testimony Whereof, the Company has caused this instrument to be signed and its corporate seal to be affixed by their authorized officers, this 1st day of May, 2008.

Arch Insurance Company

Attested and Certified

Arch Insurance Company CORPORATE SEAL 1971 Missouri

Martin J. Nilsen, Secretary

J. Michael Pete, Vice President

STATE OF PENNSYLVANIA SS

COUNTY OF PHILADELPHIA SS

I, Brian C. Kuhn, a Notary Public, do hereby certify that Martin J. Nilsen and J. Michael Pete personally known to me to be the same persons whose names are respectively as Secretary and Vice President of the Arch Insurance Company, a Corporation organized and existing under the laws of the State of Missouri, subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they being thereunto duly authorized signed, sealed with the corporate seal and delivered the said instrument as the free and voluntary act of said corporation and as their own free and voluntary acts for the uses and purposes therein set forth.

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
Brian C. Kuhn, Notary Public
City of Philadelphia, Philadelphia County
My commission expires December 06, 2011

Brian C. Kuhn, Notary Public
My commission expires 12-06-2011

CERTIFICATION

I, Martin J. Nilsen, Secretary of the Arch Insurance Company, do hereby certify that the attached Power of Attorney dated [redacted]

SU1103261

LABOR AND MATERIAL BOND

KNOW ALL MEN BY THESE PRESENTS: That we, UNITED STORM WATER, INC., as PRINCIPAL, and Arch Insurance Company, located at 135 N. Los Robles Ave., #825, Pasadena, CA 91101 a corporation, incorporated under the laws of the State of _____, admitted as a surety in the State of California, and authorized to transact business in the State of California, as SURETY, are held and firmly bound unto the CITY OF LONG BEACH, a municipal corporation, in the sum of FIVE HUNDRED EIGHTY-TWO THOUSAND THREE HUNDRED SEVENTY-NINE DOLLARS ($582,379), lawful money of the United States of America, for the payment of which sum, well and truly to be made, we bind ourselves, our respective heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT:

WHEREAS, said Principal has been awarded and is about to enter the annexed contract (incorporated herein by this reference) with said City of Long Beach for the Annual Contract for Municipal Separate Storm Drain System Maintenance and Repair Services and is required by law and by said City to give this bond in connection with the execution of said contract;

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

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

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

IN WITNESS WHEREOF, the above-named Principal and Surety have executed, or caused to be executed, this

# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of San Bernardino

On SEP 2 3 2009 before me, Stacia C. Baker, Notary Public,
Here Insert Name and Title of the Officer

personally appeared William J. Shupper,
Name(s) of Signer(s)

N/A,

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

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

WITNESS my hand and official seal.

Signature Stacia C. Baker
Signature of Notary Public

STACIA C. BAKER
Commission # 1776731
Notary Public - California
San Bernardino County
My Comm. Expires Oct 29, 2011

Place Notary Seal Above

## OPTIONAL

*Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment 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: _____

### Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

Signer's Name: _____

☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

## ACKNOWLEDGMENT

State of California
County of Los Angeles )

On September 28th, 2009 before me, Lillian Valdivieso, Notary Public
(insert name and title of the officer)

personally appeared Eduardo C Perry, Jr.,
who proved to me on the basis of satisfactory evidence to be the person~~(s)~~ whose name~~(s)~~ is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in

# ACKNOWLEDGMENT

State of California
County of Los Angeles )

On September 28th, 2009 before me, Lillian Valdivieso, Notary Public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

LILLIAN VALDIVIESO
Commission # 1792360
Notary Public - California
Los Angeles County
My Comm. Expires Feb 29, 2012

Signature Lill Valdivieso (Seal)

# APPENDIX "A"

# ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 01/05/2009

PRODUCER (213)553-8400 FAX (213)553-8466
Wilshire Insurance Agency
835 Wilshire Blvd 4th Floor
Los Angeles, CA 90017-2603

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

| INSURERS AFFORDING COVERAGE | NAIC # |
|---|---|
| INSURER A: Nautilus Ins.Co. | |
| INSURER B: Great Divide Ins. Co. | |
| INSURER C: | |
| INSURER D: | |
| INSURER E: | |

INSURED United Storm Water, Inc.
14000 East Valley Blvd.
City of Industry, CA 91746

## COVERAGES

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

| INSR LTR | ADD'L INSRD | TYPE OF INSURANCE | POLICY NUMBER | POLICY EFFECTIVE DATE (MM/DD/YY) | POLICY EXPIRATION DATE (MM/DD/YY) | LIMITS | |
|---|---|---|---|---|---|---|---|
| A | | GENERAL LIABILITY<br>X COMMERCIAL GENERAL LIABILITY<br>CLAIMS MADE X OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>POLICY PRO-JECT LOC | ECPC020000412 | 11/16/2008 | 11/16/2009 | EACH OCCURRENCE<br>DAMAGE TO RENTED PREMISES (Ea occurrence)<br>MED EXP (Any one person)<br>PERSONAL & ADV INJURY<br>GENERAL AGGREGATE<br>PRODUCTS - COMP/OP AGG | $ 1,000,000<br>$ 50,000<br>$ 5,000<br>$ 1,000,000<br>$ 1,000,000<br>$ 1,000,000 |
| B | | AUTOMOBILE LIABILITY<br>X ANY AUTO<br>ALL OWNED AUTOS<br>SCHEDULED AUTOS<br>X HIRED AUTOS<br>X NON-OWNED AUTOS<br>X MCS-90<br>X CA9948 | BAP020000312 | 11/16/2008 | 11/16/2009 | COMBINED SINGLE LIMIT (Ea accident)<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident) | $ 1,000,000<br>$<br>$<br>$ |
| | | GARAGE LIABILITY<br>ANY AUTO | | | | AUTO ONLY - EA ACCIDENT<br>OTHER THAN AUTO ONLY: EA ACC<br>AGG | $<br>$<br>$ |
| A | | EXCESS/UMBRELLA LIABILITY<br>X OCCUR CLAIMS MADE<br>DEDUCTIBLE<br>X RETENTION $ 10,000 | FFX020000512 | 11/16/2008 | 11/16/2009 | EACH OCCURRENCE<br>AGGREGATE | $ 5,000,000<br>$ 5,000,000 |
| | | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY | WCA020001812 | 01/01/2009 | 01/01/2010 | X WC STATU-TORY LIMITS OTH-ER | |

Policy No. ECPC020000412

UNITED PUMPING SERVICE. INC.
UNITED STORM WATER. INC.

## ENDORSEMENT

This endorsement forms a part of the policy to which it is attached. Please read it carefully.

## ADDITIONAL INSURED – BLANKET – COVERAGE A & B

This endorsement modifies insurance provided under the following:

ENVIRONMENTAL COMBINED POLICY

Section III – Who is an Insured is amended to include as an insured, with respect to Coverage **A** and **B**, any person(s) or organization(s) when you and such person(s) or organization(s) have agreed in a written contract or written agreement that such person(s) or organization(s) be added as an additional insured on your policy. Such written contract or written agreement must be in effect prior to the **occurrence** giving rise to the claim or **suit** for which the person(s) or organization(s) seeks coverage.

Such additional insured status applies only:

1. With respect to **you work** performed for such person(s) or organization(s) in the performance of your ongoing operations for the additional insured; or

2. With respect to **your work** performed for such person(s) or organization(s) and included in the **products-completed operations hazard**, only when required by the written contract or written agreement.

With respect to damages caused by **your work**, as described above, the coverage provided hereunder shall be primary and not contributing with any other insurance available to those person(s) or organization(s) with which you have so agreed in a written contract or written agreement.

Michael Allen

4/24/07

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**UNITED STORM WATER, Inc.**
*Protecting Our Water Resources*

# RATE SCHEDULE

**09/28/09**

14000 E. Valley Blvd. • City of Industry, CA 91746-2801 • Toll Free (877) 71-STORM • Fax (626) 961-3166
www.unitedstormwater.com

## LABORATORY CAPABILITIES:

Extensive and elaborated analysis is available with several prominent EPA and CAL-EPA approved commercial laboratories.

## DISPOSAL CHARGES:

Disposal fees are billed to the customer at cost plus 15% Service Charge.

## CHARGES:

All charges are computed on a portal to portal basis from our City of Industry Terminal. A four hour minimum applies to all equipment and personnel called out.

## HOLIDAYS:

On the following holidays, there will be an additional charge of $50.00 per man hour.

New Year's Day
President's Day
Memorial Day
Fourth of July
Good Friday
Veteran's Day
Labor Day
Thanksgiving Day
Day after Thanksgiving
December 24th
Christmas

**HOURLY RATES FOR OPERATED EQUIPMENT – INCLUDES OPERATOR**

| ITEM NO. | EQUIPMENT | STRAIGHT TIME | *OVERTIME | **HOLIDAY |
|---|---|---|---|---|
| *101 | Vacuum Truck, 50 BBLS Mild Steel | $ 68.00 | $ 88.00 | $118.00 |
| *102 | Vacuum Truck, 50 BBLS Stainless Steel | $ 73.00 | $ 93.00 | $123.00 |
| *103 | Vacuum Truck, 120 BBLS Mild Steel | $ 75.00 | $ 95.00 | $125.00 |
| *104 | Vacuum Truck, 120 BBLS Stainless Steel | $ 82.00 | $102.00 | $132.00 |
| *105 | Vacuum Truck, 60 BBLS Kesite Lined | $ 103.00 | $123.00 | $153.00 |
| *114 | Vacuum Truck, 120 BBLS Fiberglass Lined | $ 110.00 | $130.00 | $160.00 |
| 119 | Water Truck | $ 66.00 | $ 86.00 | $116.00 |
| *110 | End Dump Truck | $ 83.00 | $103.00 | $133.00 |
| 131 | Dump Truck 2-Axle | $ 70.00 | $ 90.00 | $120.00 |
| 111 | Roll-off Truck | $ 75.00 | $ 95.00 | $125.00 |
| 112 | Roll-off Truck and Trailer (Tandem) | $ 83.00 | $103.00 | $133.00 |
| *115 | Vactor/Guzzler-Heavy Industrial Vacuum | $132.00 | $152.00 | $182.00 |
| *117 | Combination Vactor/Jetter Truck | $145.00 | $165.00 | $195.00 |
| *124 | Vactron | $ 80.00 | $100.00 | $130.00 |
| 492 | Rodder Truck | $105.00 | $125.00 | $155.00 |

**HOURLY RATES FOR OPERATED EQUIPMENT – INCLUDES OPERATOR**

| ITEM NO. | EQUIPMENT | STRAIGHT TIME | *OVERTIME | **HOLIDAY |
|---|---|---|---|---|
| 116 | John Deere 555 Crawler Loader/Backhoe/Cat 950 Loader transport | $95.00 | $115.00 | $145.00 |

**** IMPORTANT: SEE NOTES ON NEXT PAGE**

**HOURLY RATES FOR OPERATED EQUIPMENT – INCLUDES OPERATOR**

| ITEM NO. | EQUIPMENT | STRAIGHT TIME | *OVERTIME | **HOLIDAY |
|---|---|---|---|---|

**NOTES:**

**Prevailing Wage Surcharge** **$ 25.00/hr.**
When Prevailing Wage Rates or Davis Bacon Wage Rates Apply: There will be an additional charge of $25.00 per hour for all personnel and/or operated equipment.

***Overnight demurrage** on vacuum trucks, end dumps, drop deck, and dry vans **$250.00/day**

717 Fuel Surcharge/Insurance 15% of Trucking Charges

**Overtime:** Overtime applies to vehicles listed above during any period worked in excess of 8 hours per day Monday through Friday and from Friday Midnight through Sunday Midnight

Holidays are listed on Page 3

All charges are computed on a portal to portal basis from our City of Industry Terminal.
A four hour minimum applies to all equipment and personnel called out.

**Traffic Control Equipment**

A. Operated

| | | | | |
|---|---|---|---|---|
| 125 | Cushion Truck | $100.00 | $116.00 | $150.00 |

B. Unoperated

| | | |
|---|---|---|
| 127 | Arrow Board | $ 60.00/day |
| 128 | Traffic Cones | $ .60/day/ea. |
| 129 | Traffic Signs | $ 3.50/day/ea. |

## HOURLY RATES FOR UNOPERATED EQUIPMENT – OPERATOR BILLED SEPARATELY

| ITEM NO. | EQUIPMENT | RATES |
|---|---|---|
| **PERSONNEL/EMERGENCY RESPONSE UNITS** | | |
| 152 | Pick-up Truck | $ 20.00/hr |
| 153 | Utility Truck (E.R.) | $ 40.00/hr |
| 154 | Company Auto | $ 15.00/hr |
| 155 | Stakebed Truck W/Liftgate | $ 27.00/hr. |
| 157 | Biowaste Trailer | $175.00/day |
| 120 | 50' Incident Response Trailer | $ 900.00/day |
| | 36' Incident Command Center Trailer | $ 800.00/day |
| **LOADING/EXCAVATING EQUIPMENT** | | |
| 200 | John Deere 555 Crawler/Loader | $ 60.00/hr |
| 201 | 950 B Loader | $110.00/hr |
| 202 | 446 Backhoe | $ 60.00/hr |
| 203 | Backhoe Breaker or Compactor Attachment | $260.00/dy/ea. |
| 268 | Mini Excavator | $ 50.00/hr. |
| 204 | Bobcat Loader with Trailer | $ 45.00/hr |
| 205 | Bobcat Loader Auger Attachment | $ 100.00/day |
| 206 | Bobcat Loader Sweeper Attachment | $ 100.00/day |
| 207 | Bobcat Loader Backhoe Attachment | $ 130.00/day |
| 198 | Bobcat Loader Grappler Attachment | $ 100.00/day |
| 208 | Bobcat Loader Breaker Attachment | $ 160.00/day |
| 269 | Mini Bobcat w/ trailer | $ 40.00/hr. |
| 270 | Mini Bobcat Trencher Attachment | $ 90.00/day |
| 271 | Mini Bobcat Auger Attachment | $ 90.00/day |
| 211 | Shovel, push broom, squeegie, or scraper | $ 5.00/day |
| 225 | Wheel Barrow | $ 13.00/day |

| ITEM NO. | UNOPERATED EQUIPMENT | RATES |
|---|---|---|
| 217 | 110-150 CFM Air Compressor | $150.00/day |
| 255 | 9.2 CFM Air Compressor | $ 75.00/day |
| 256 | Plasma Cutter | $ 175.00/day |
| 222 | Chain Saw (16') | $ 90.00/day |
| 226 | Misc. (ropes, buckets, wrenches) | $ 40.00/day |
| 228 | Concrete Saw (includes 1-blade)<br>Concrete Saw additional blade | $250.00/day<br>$ 60.00/ea |
| 267 | Gas Cut Off Saw | $ 90.00/day |
| 230 | Gasoline Soil Tamper | $110.00/day |
| 231 | Jack Hammer (electric) | $ 90.00/day |
| 232 | Jack Hammer (air activated) | $ 70.00/day |
| 240 | Hazcat Test | $ 55.00/test |
| 241 | Hazcat Kit | $175.00/day |
| 210 | 10 K Generator | $ 90.00/day |
| 243 | 3.6 K Generator | $ 60.00/day |
| 245 | 3 Inch Trash Pump | $ 76.00/day |
| 246 | Wilden M Series Diaphram Pump | $ 85.00/day |
| 248 | 1 ½" Submersible Pump | $ 40.00/day |
| 842 | Disposable Hand Pump | $ 22.00/each |
| 250 | Auxilary Lighting – Excluding Power Source | $ 50.00/day/ea |
| 251 | Portable Light Plant | $120.00/day |
| 257 | Fire Hose 50'x2 ½" | $ 15.00/day |
| 258 | Discharge Hose 25'x3" | $ 5.00/day |

## PERSONNEL HOURLY RATES

| ITEM NO. | STAFF POSITION | *STRAIGHT TIME | **OVER TIME | ***DOUBLE TIME |
|---|---|---|---|---|
| 300 | Environmental Safety Coordinator | $ 75.00 | $ 90.00 | $ 105.00 |
| 301 | Supervisor | $ 55.00 | $ 70.00 | $ 85.00 |
| 3011 | Equipment Operator | $ 55.00 | $ 70.00 | $ 85.00 |
| 302 | Technician | $ 42.00 | $ 57.00 | $ 72.00 |
| 306 | Project Manager | $ 75.00 | $ 90.00 | $ 105.00 |
| 520A | Osha Required Confined Space Rescue Trained "Specialist" | $ 95.00 | $110.00 | $125.00 |
| 520 | Confined Space Gear | $250.00/per day per crew | | |

*Straight Time is defined as the first 8 hrs. worked between the hours of 7:00 A.M. TO 5:00 P.M., Monday through Friday.

**Overtime is any period worked more than 8 hrs. and less than 12 hrs. between 7:00 A.M. and 5:00 P.M. Monday through Friday/ and any period prior to 7:00 A.M. or after 5:00 P.M. Monday through Friday,/and the first 12 hrs. worked Saturday.

***Double Time is any period worked in excess of 12 hours Monday through Saturday and all of Sunday.

*** All charges are computed on a portal to portal basis from our City of Industry Terminal. A four hour minimum applies to all equipment and personnel called out.

**NOTE:** **Prevailing Wage Surcharge** **$25.00/hr.**

When Prevailing Wage Rates or Davis Bacon Wage Rates Apply: There will be an additional charge of $25.00 per hour for all personnel and/or operated equipment.

| ITEM NO. | UNOPERATED CLEANING EQUIPMENT | RATES |
|---|---|---|
| 489 | Jetter Unit (towable)/ 4,000 P.S.I. wash unit | $ 60.00/hr |
| 488 | Hydrotech High Pressure Wash Unit | $ 50.00/hr |
| 488A | Hydro-Dig Attachment | $200.00/day |
| 402 | Steam Cleaner | $ 35.00/hr |
| 411 | Pressure Washer 3600 P.S.I. Hot Water | $200.00/day |
| 209 | Pressure Washer 2500 – 3000 P.S.I. | $150.00/day |
| 403 | Mercury Vacuum (Heppa Vac) | $120.00/day |
| 412 | Wet Dry Vacuum – 16 gal. | $ 20.00/day |
| 414 | Hard Boom | $ 4.50/ft./day |
| 410 | Punts (small boat) | $250.00/day |

| ITEM NO. | UNOPERATED SAFETY EQUIPMENT | RATES |
|---|---|---|
| 500 | Bottled Air, 300 cu. ft. cylinder | $ 45.00/day |
| 501 | Self-Contained 60 Minute Scott Air Pack | $110.00/day |
| 502 | Extra 60 Minute Scott Air Cylinder | $ 25.00/day |
| 503 | Self-Contained 30 Minute Scott Air Pack | $ 90.00/day |
| 504 | Extra 30 Minute Scott Air Cylinder | $ 20.00/day |
| 505 | 300 Cubic Feet or 60 Minute Cylinder Recharge | $ 30.00/cylinder |
| 506 | 30 Minute Cylinder Recharge | $ 25.00/cylinder |
| 507 | Hazardous/Acid Suit (Level A) | $225.00/day |
| 508 | Hazardous Suit (Level B) | $ 85.00/day |
| 509 | Positive Pressure Mask W/Egress, and air line | $ 55.00/day |
| 409 | Tripod Manlift | $ 45.00/day |
| 510 | Lifeline and Safety Harness | $ 35.00/day |
| 404 | Air Monitor | $ 65.00/day |
| 511 | Dual Cartridge Half-Face Respirator | $ 12.00/day |
| 512 | Dual Cartridge Full-Face Respirator | $ 25.00/ea |
| 837 | Respirator Cartridges | $ 8.50/cart. |
| 513 | Racal-Respirator | $ 72.00/day |
| 514 | Cartridges for Racal-Respirator | $ 38.00/pair |
| 408 | Air Blower (electric) | $ 35.00/day |
| 415 | Venturi Air Blower (air compressor included) | $140.00/day |
| 405 | Draeger Tester Pump | $ 15.00/day |
| 407 | Draeger Test Tubes | $ 7.00/ea |
| 520D | Pre & Post Lead Exposure Blood Test | $ 60.00/ea. |

| ITEM NO. | EQUIPMENT RENTAL RATES | RATES |
|---|---|---|
| 600 | Roll-off bin (rental) 10-15 yard bins | $ 7.00/day |
| 600A | Dewatering Bin (rental) | $ 20.00/day |
| 601 | Roll-off bin (rental) 20-40 yard bins | $ 8.50/day |
| 857 | Roll-off bin liner | $ 25.00/each |
| 860 | Bin Dewater Liners: Regular | $ 520.00/each |
| 606 | Portable Black Iron Tank-Skid Mounted (Rental) (7500 – 10,000 gals.) | $ 18.50/day |
| 604 | Overnight Demurrage on Vacuum Tanker, End Dump, or Dry Van | $ 250.00/day |
| 605 | Ramp Rental<br>Towable Ramp Rental | $ 20.00/pair/day<br>$100.00/day |

**DISPOSAL CHARGES**

700 Disposal Charges: All disposal rates are charged at cost plus a 15% service charge

701 Disposal Service Charge: 15%

702 Facility Washout: Cost Plus 15%

**LABORATORY CHARGES**

859 Laboratory charges: Cost Plus 15%

703 U.P.S profile charge - $60.00 (Administrative)

## CONSUMMABLES

| | | |
|---|---|---|
| 798 | Cement – Regular (90 lb. Bag) | $ 13.00/each |
| 799 | Cement – Ready Mix (60 lb. Bag) | $ 8.00/each |
| 801 | Rubber Gloves | $ 5.50/pair |
| 846 | Gloves – Viton (For Pcb's) | $ 65.00/pair |
| 800 | Disposable Tyvek Suit | $ 9.00/each |
| 827 | Disposable Tyvek Suit (poly) | $ 13.00/each |
| 828 | Saranex Suit | $ 17.00/each |
| 849 | Sigel Suit (Acid Suit) | $ 47.00/day |
| 850 | Hazardous Atmosphere Enviro Suit | $150.00/day |
| 848 | Rain Gear – Heavyweight | $ 22.00/each |
| 851 | P.P.E. (gloves, tyvek, and respirator) | $ 35.00/day/person |
| 803 | Absorbent | $ 8.00/bag |
| 804 | Hazorb Pillow | $ 12.00/each |
| 805 | Sorbent Pads | $ 85.00/bale |
| 806 | Sorbent Booms | $180.00/bale |
| 808 | 95-gallon Overpack Poly Drum (new) | $190.00/each |
| 809 | 85-gallon Overpack Drum (reconditioned) | $125.00/each |
| 814 | 55-gallon D.O.T. Open Top Drum (new) | $ 70.00/each |
| 810 | 55-gallon D.O.T. Poly Drum Open Top (reconditioned) | $ 45.00/each |
| 811 | 55-gallon D.O.T. Poly Closed Top Drum (reconditioned) | $ 45.00/each |
| 819 | 30-gallon D.O.T. Poly Drum (new) | $ 60.00/each |
| 812 | 30-gallon D.O.T. Poly Drum (reconditioned) | $ 37.50/each |
| 818 | 15-gallon Poly Drum | $ 35.00/each |
| 807 | 85-gallon Overpack Steel Drum (reconditioned) | $110.00/each |

**Consummables Continued:**

| | | |
|---|---|---|
| 813 | 55-gallon D.O.T. Steel Drum (reconditioned) | $ 35.00/each |
| 820 | 55-gallon D.O.T. Fiber Drum | $ 30.00/each |
| 815 | 30-gallon D.O.T. Fiber Drum | $ 40.00/each |
| 816 | 20-gallon D.O.T. Fiber Drum | $ 30.00/each |
| 817 | 5-gallon Pail D.O.T. (with snap lid) | $ 15.00/each |
| | (with screw lid) | $ 20.00/each |
| 853 | Super Sack | $ 35.00/each |
| 855 | Cubic Yard Box with pallet | $ 85.00/each |
| 821 | Soda Ash | $ 0.85/lb. |
| 822 | Citric Acid | $ 3.00/lb. |
| 823 | Sodium Carbonate Monohydrate | $ 0.85/lb. |
| 824 | Caustic Soda (flake) | $ 2.50/lb. |
| 829 | Caustic Soda (bead) | $ 1.75/lb. |
| 825 | Vermiculite | $ 31.50/bag |
| 826 | Sample Tubes (glass) | $ 4.50/ea. |
| 831 | Harris Caution Tape | $ 30.00/roll |
| 832 | Duct Tape | $ 5.00/roll |
| 833 | Plastic Sheeting | $ 68.00/roll |
| 834 | Plastic Bags | $ 0.50/each |
| 835 | 55-gallon Drum Liner | $ 8.50/each |
| 836 | 20" Stretch Film (shrink wrap) | $ 53.00/roll |
| 837 | Respirator Cartridges | $ 8.50/cart. |
| 838 | Hazardous Waste Labels | $ 0.75/each |
| 839 | Patch Kit | $ 20.82/each |
| 840 | Samples Jars | $ 4.50/jar |

**Consummables Continued:**

| | | |
|---|---|---|
| 841 | Rags | $ 55.00/box |
| | Rags | $ 30.00/ ½ box |
| 843 | Subsistence: (No Layover – 8 hr. period) | $ 8.00 meal/per man |
| 844 | Subsistence (with Layover) | $ 90.00/man |
| 845 | Portable Eyewash | $ 25.00/day |
| 856 | Chlor-D-Tects | $ 26.00/each |
| 857 | Roll Off Bin Liner | $ 25.00/each |
| 858 | Hudson Sprayers | $ 37.00/each |
| 860 | Bin Dewater Liners: Regular | $520.00/each |
| 863 | Kleen Green | $ 12.00/gal |
| 865 | Sand Bag | $ 4.00/each |
| 866 | Disposable Flex Hose – 6" | $ 2.00/ft. |
| 867 | Disposable Flex Hose – 4" | $ 1.50/ ft. |
| 439 | Neozyme | $ 36.00/gal |
| 876 | Gold Crew | $ 42.00/gal |

## OUTSIDE SERVICES OR EQUIPMENT RENTAL

| | | |
|---|---|---|
| 870 | | Cost Plus 15% |

**NOTES:**

Repair or replacement costs shall be charged for equipment damaged by customer.

Minimum charge of four (4) hours is applicable to all equipment and personnel.

All personnel are radio-equipped with hand-held units.

**TERMS:**

Net 30 days with approval of credit otherwise C.O.D. Service Charge of 1 ½% is charged against past due accounts.

# 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[1] 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.

[1]All references are to the California Revenue and Taxation Code unless otherwise indicated.

BOE-230 (7-02)
**GENERAL RESALE CERTIFICATE**

STATE OF CALIFORNIA
BOARD OF EQUALIZATION

# California Resale Certificate

**I HEREBY CERTIFY:**

1. I hold valid seller's permit number: 97-596341

2. I am engaged in the business of selling the following type of tangible personal property:

   _____

3. This certificate is for the purchase from _____ of the item(s) I have listed in paragraph 5 below.
   [Vendor's name]

4. I will resell the item(s) listed in paragraph 5, which I am purchasing under this resale certificate in the form of tangible personal property in the regular course of my business operations, and I will do so prior to making any use of the item(s) other than demonstration and display while holding the item(s) for sale in the regular course of my business. I understand that if I use the item(s) purchased under this certificate in any manner other than as just described, I will owe use tax based on each item's purchase price or as otherwise provided by law.

5. Description of property to be purchased for resale:

6. I have read and understand the following:

   **For Your Information**: A person may be guilty of a misdemeanor under Revenue and Taxation Code section 6094.5 if the purchaser knows at the time of purchase that he or she will not resell the purchased item prior to any use (other than retention, demonstration, or display while holding it for resale) and he or she furnishes a resale certificate to avoid payment to the seller of an amount as tax. Additionally, a person misusing a resale certificate for personal gain or to evade the payment of tax is liable, for each purchase, for the tax that would have been due, plus a penalty of 10 percent of the tax or $500, whichever is more.

| NAME OF PURCHASER | |
|---|---|
| UNITED STORM WATER / UNITED PUMPING SERVICE, INC. | |
| SIGNATURE OF PURCHASER, PURCHASER'S EMPLOYEE OR AUTHORIZED REPRESENTATIVE | |
| PRINTED NAME OF PERSON SIGNING<br>Bob Jonas | TITLE<br>Controller |
| ADDRESS OF PURCHASER<br>14000 E. Valley Blvd, City of Industry, CA 91746 | |
| TELEPHONE NUMBER<br>( 626 ) 961-9326 | DATE |

BOE-400-DP (FRONT) REV 1. (10-01)

# APPLICATION FOR USE TAX DIRECT PAYMENT PERMIT

STATE OF CALIFORNIA
BOARD OF EQUALIZATION

*Please Type or Print Clearly. Read instructions on reverse before completing this form.*

## SECTION I – BUSINESS INFORMATION

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

## SECTION II – MULTIPLE BUSINESS LOCATIONS

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

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

## SECTION III – CERTIFICATION STATEMENT

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

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

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

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

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

| SIGNATURE | TITLE |
|---|---|
| NAME (typed or printed) | DATE |

*(See reverse side for general information and filing instructions)*

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

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

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

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

(1) The applicant must agree to self-assess and pay directly to the Board any use tax which is due on property for which a use tax direct payment exemption certificate was given; and

(2) The applicant must certify to the Board either of the following:

(A) The applicant has purchased or leased for its own use tangible personal property subject to use tax which cost five hundred thousand dollars ($500,000) or more in the aggregate, during the calendar year immediately preceding the application for the permit; or

(B) The applicant is a county, city, city and county, or redevelopment agency.

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

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

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

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

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

The completed 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.

DISPLAY CONSPICUOUSLY AT PLACE OF BUSINESS FOR WHICH ISSUED

CALIFORNIA STATE BOARD OF EQUALIZATION

# USE TAX DIRECT PAYMENT PERMIT

*ACCOUNT NUMBER*

DRAFT

*THIS PERMIT DOES NOT AUTHORIZE THE HOLDER TO ENGAGE IN ANY BUSINESS CONTRARY TO LAWS REGULATING THAT BUSINESS OR TO POSSESS OR OPERATE 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 SELLER'S PERMIT TO ENGAGE IN SALES OF TANGIBLE PERSONAL PROPERTY*

THIS PERMIT IS VALID UNTIL REVOKED OR CANCELED BUT IS NOT TRANSFERABLE. IF YOU SELL 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

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 Section 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. The ... determination and collection of the correct amount of tax. Information you furnish to the Board may be used for the purpose of collecting ... 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

# Use Tax Direct Payment Exemption Certificate

I hereby certify that I hold use tax direct payment permit No. _____ issued pursuant to California Sales and Use Tax Law Section 7051.3 and that I am authorized to report and pay directly to the State the applicable use tax with respect to the property described herein which I shall purchase from:

N/A

(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: _____

(Deputy Director, Sales and Use Tax Department)

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