

OFFICE OF THE CITY ATTORNEY  
ROBERT E. SHANNON, City Attorney  
333 West Ocean Boulevard, 11th Floor  
Long Beach, CA 90802-4664

CONTRACT  
**32605**

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THIS CONTRACT is made and entered, in duplicate, as of April 11, 2012 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 April 3, 2012, by and between SULLY-MILLER CONTRACTING COMPANY, a Delaware corporation ("Contractor"), whose address is 135 S. State College Blvd., Suite 400, Brea, California 92821, and the CITY OF LONG BEACH, a municipal corporation ("City").

WHEREAS, pursuant to a "Notice Inviting Bids for Phase III Improvements to the Air Carrier Ramp & Rehabilitation of Access to Taxiways E & F at the Long Beach Airport in the City of Long Beach, California," dated December 2011, and published by City, bids were received, publicly opened 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 Project Plans No. B-4547 and Project Specifications No. R-6897;

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 "Project Plans No. B-4547 and Project Specifications No. R-6897 for Phase III Improvements to the Air Carrier Ramp & Rehabilitation of Access to Taxiways E & F at the Long Beach Airport 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.

1                   2.     PRICE AND PAYMENT.

2                   A.     City shall pay to Contractor the amount(s) for materials and  
3 work identified in Contractor's "Bid for Phase III Improvements to the Air Carrier  
4 Ramp & Rehabilitation of Access to Taxiways E & F at the Long Beach Airport in  
5 the City of Long Beach, California," attached hereto as Exhibit "A".

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

9                   3.     CONTRACT DOCUMENTS.

10                  A.     The Contract Documents include: The Notice Inviting Bids,  
11 Project Specifications No. R-6897 (which may include by reference the Standard  
12 Specifications for Public Works Construction, latest edition, and any supplements  
13 thereto, collectively the "Standard Specifications"); the City of Long Beach  
14 Standard Plans; Project Plans No. B-4547 for this work; the California Code of  
15 Regulations; the various Uniform Codes applicable to trades; the prevailing wage  
16 rates; Instructions to Bidders; the Bid; the bid security; the City of Long Beach  
17 Disadvantaged, Minority and Women-Owned Business Enterprise Program; this  
18 Contract and all documents attached hereto or referenced herein including but not  
19 limited to insurance; Bond for Faithful Performance; Payment Bond; Notice to  
20 Proceed; Notice of Completion; any addenda or change orders issued in  
21 accordance with the Standard Specifications; any permits required and issued for  
22 the work; approved final design drawings and documents; and the Information  
23 Sheet. These Contract Documents are incorporated herein by the above  
24 reference and form a part of this Contract.

25                  B.     Notwithstanding Section 2-5.2 of the Standard Specifications,  
26 if any conflict or inconsistency exists or develops among or between Contract  
27 Documents, the following priority shall govern: 1) Permit(s) from other public  
28 agencies; 2) Change Orders; 3) this Contract (including any and all amendments

1 hereto); 4) Addenda (which shall include written clarifications, corrections and  
2 changes to the bid documents and other types of written notices issued prior to bid  
3 opening; 5) Project Specifications; 6) Project Plans (including drawings); 7) the  
4 City of Long Beach Standard Plans; 8) Standard Specifications (as identified in  
5 Section 3.A. hereof, the "Greenbook"); 9) other reference specifications; 10)  
6 other reference plans; 11) the bid; and 12) the Notice Inviting Bids.

7 4. TIME FOR CONTRACT. Contractor shall commence work on dates  
8 to be specified in written "Notices to Proceed" (NTP) from City and shall complete all  
9 work within fifty-five (55) working days after the date stated in the first NTP and within two  
10 hundred twenty (220) working days after the date stated in the second NTP, subject to  
11 strikes, lockouts and events beyond the control of Contractor. Time is of the essence  
12 hereunder. City will suffer damage if the work is not completed within the time stated, but  
13 those damages would be difficult or impractical to determine. So, Contractor shall pay to  
14 City, as liquidated damages, the amount stated in the Contract Documents.

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

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

24 7. CLAIMS FOR EXTRA WORK. No claim shall be made at any time  
25 upon City by Contractor for and on account of any extra or additional work performed or  
26 materials furnished, unless such extra or additional work or materials shall have been  
27 expressly required by the City Manager and the quantities and price thereof shall have  
28 been first agreed upon, in writing, by the parties hereto.

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

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

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

14           10.    WORK DAY. Contractor shall comply with Sections 1810 through  
15 1815 of the California Labor Code regarding hours of work. Contractor shall forfeit, as a  
16 penalty to City, the sum of Twenty-Five Dollars (\$25) for each worker employed by  
17 Contractor or any subcontractor for each calendar day such worker is required or  
18 permitted to work more than eight (8) hours unless that worker receives compensation in  
19 accordance with Section 1815.

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

25           12.    COORDINATION WITH GOVERNMENTAL REGULATIONS.

26           A.     If the work is terminated pursuant to an order of any Federal  
27 or State authority, Contractor shall accept as full and complete compensation  
28 under this Contract such amount of money as will equal the product of multiplying

1 the Contract price stated herein by the percentage of work completed by  
2 Contractor as of the date of such termination, and for which Contractor has not  
3 been paid. If the work is so terminated, the City Engineer, after consultation with  
4 Contractor, shall determine the percentage of work completed and the  
5 determination of the City Engineer shall be final.

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

13 13. NOTICES.

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

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

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

1 the payment of all labor and material claims incurred in connection with this Contract.

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

8 16. CERTIFIED PAYROLL RECORDS.

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

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

27 C. The foregoing is in addition to, and not in lieu of, any other  
28 requirements or obligations established and imposed by any department of the

1 City with regard to submission and retention of certified payroll records for  
2 Contractor and subcontractors.

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

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

14 19. TAXES AND TAX REPORTING.

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

24 B. Contractor shall cooperate with City in all matters relating to  
25 taxation and the collection of taxes, particularly with respect to the self-accrual of  
26 use tax. Contractor shall cooperate as follows: (i) for all leases and purchases of  
27 materials, equipment, supplies, or other tangible personal property totaling over  
28 \$100,000 shipped from outside California, a qualified Contractor shall complete

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

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

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

26 E. Contractor shall not be entitled to and by signing this Contract  
27 waives any claim or damages for delay against City if Contractor does not timely  
28 submit these forms to the appropriate governmental entity. Contractor may



1 contact the City Controller at (562) 570-6450 for assistance with the form.

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

5 21. AUDIT. If payment of any part of the consideration for this Contract  
6 is made with federal, state or county funds and a condition to the use of those funds by  
7 City is a requirement that City render an accounting or otherwise account for said funds,  
8 then City shall have the right at all reasonable times to examine, audit, inspect, review,  
9 extract information from, and copy all books, records, accounts and other information  
10 relating to this Contract.

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

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

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

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

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

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

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

11 28. COSTS. If there is any legal proceeding between the parties to  
12 enforce or interpret this Contract or to protect or establish any rights or remedies  
13 hereunder, the prevailing party shall be entitled to its costs, including reasonable  
14 attorney's fees.

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

23 30. EQUAL BENEFITS ORDINANCE. Unless otherwise exempted in  
24 accordance with the provisions of the Ordinance, this Contract is subject to the applicable  
25 provisions of the Equal Benefits Ordinance ("EBO"), section 2.73 et seq. of the Long  
26 Beach Municipal Code, as amended from time to time.

27 A. During the performance of this Contract, the Contractor  
28 certifies and represents that the Contractor will comply with the EBO. The

1 Contractor agrees to post the following statement in conspicuous places at its  
2 place of business available to employees and applicants for employment:

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

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

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

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

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

23 31. DEFAULT. Default shall include but not be limited to Contractor's  
24 failure to perform in accordance with the Plans and Specifications, failure to comply with  
25 any Contract Document, failure to pay any penalties, fines or charges assessed against  
26 Contractor by any public agency, failure to pay any charges or fees for services  
27 performed by the City, and if Contractor has substituted any security in lieu of retention,  
28 then default shall also include City's receipt of a stop notice. If default occurs and

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1 Contractor has substituted any security in lieu of retention, then in addition to City's other  
2 legal remedies, City shall have the right to draw on the security in accordance with Public  
3 Contract Code Section 22300 and without further notice to Contractor. If default occurs  
4 and Contractor has not substituted any security in lieu of retention, then City shall have  
5 all legal remedies available to it.

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

8 SULLY-MILLER CONTRACTING  
9 COMPANY, a Delaware corporation

10 APRIL 23, 2012

By   
VICE President

MICHAEL EDWARDS, VICE PRESIDENT

Type or Print Name

11  
12  
13 APRIL 23, 2012

By   
ASSISTANT Secretary

RAY SANCHEZ, ASSISTANT SECRETARY

Type or Print Name

14 "Contractor"

15 CITY OF LONG BEACH, a municipal  
16 corporation

17  
18 5.14, 2012

By   
Assistant City Manager  
City Manager

EXECUTED PURSUANT  
TO SECTION 301 OF  
THE CITY CHARTER.

19 "City"

20 This Contract is approved as to form on 5/2

21 2012.

22 ROBERT E. SHANNON, City Attorney

23 By   
24 Deputy

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT**

STATE OF CALIFORNIA  
COUNTY OF ORANGE

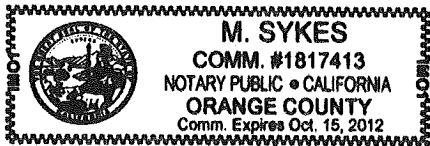


On April 24, 2012 before me, M. Sykes, personally appeared Michael Edwards and Ray Sanchez

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



Notary Seal

Signature \_\_\_\_\_

*M. Sykes*  
M. Sykes, Notary Public

**OPTIONAL**

**Description of Attached Document**

Title or Type of Document: Contract

Document Date: April 23, 2012 Number of Pages: 1

Signer(s) Other Than Named Above: None

**Capacity(ies) Claimed by Signer(s):**

Signer's Name Michael Edwards Signer's Name Ray Sanchez

- |  |   |  |   |
|--|---|--|---|
| <input type="checkbox"/> Individual                              |   | <input type="checkbox"/> Individual                              |   |
| <input checked="" type="checkbox"/> Corporate Officer – Title(s) | <u>Vice President</u>   | <input checked="" type="checkbox"/> Corporate Officer – Title(s) | <u>Assistant Secretary</u>  |
| <input type="checkbox"/> Partner – Limited/General               | _____   | <input type="checkbox"/> Partner – Limited/General               | _____   |
| <input type="checkbox"/> Attorney In Fact                        | Right Thumbprint<br>of Signer   | <input type="checkbox"/> Attorney In Fact                        | Right Thumbprint<br>of Signer   |
| <input type="checkbox"/> Trustee                                 | <div style="border: 1px solid black; width: 100px; height: 100px;"></div> | <input type="checkbox"/> Trustee                                 | <div style="border: 1px solid black; width: 100px; height: 100px;"></div> |
| <input type="checkbox"/> Guardian or Conservator                 |   | <input type="checkbox"/> Guardian or Conservator                 |   |
| <input type="checkbox"/> Other                                   |   | <input type="checkbox"/> Other                                   |   |

Signer is Representing: SULLY-MILLER CONTRACTING COMPANY

**CERTIFICATE OF INCUMBENCY AND RESOLUTION**

I, Anthony L. Martino, II, do hereby certify that I am the Secretary of Sully-Miller Contracting Company, a Delaware corporation, and that as such I have access to and custody of the corporate records and minute books of said corporation.

And I do hereby further certify that the following persons are duly elected officers of said corporation.

<u>TITLE</u>	<u>NAME</u>
Chairman of the Board	Gordon R. Crawley
President	David Martinez
Vice President, Chief Financial Officer and Treasurer	Timothy P. Orchard
Vice President and Assistant Secretary	Michael Edwards
Vice President	Scott Bottomley
Secretary	Anthony L. Martino II
Assistant Secretary	George Aldrich
Assistant Secretary	Ray Sanchez
Assistant Secretary	Dennis Gansen

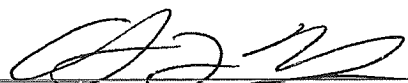
I further certify that the following is a true and correct copy of a resolution duly adopted by the Board of Directors of said Company at a meeting held on February 15, 2012, and that this resolution has not been in any way rescinded, annulled, or revoked but the same is still in full force and effect:

“BID TENDERS: GENERAL

RESOLVED, that any officer of the Corporation be and they hereby are authorized in the name and on behalf of the Corporation, under its corporate seal or otherwise (i) to prepare proposals and bids for the supplying of construction materials and the performance by itself or in joint venture, of work of whatsoever nature in connection with the construction or paving of highways, roads and airports and in connection with earthworks and civil engineering projects of all kinds, together with all work incidental thereto, (ii) to execute and submit any and all such proposals and bids to any governmental authority, instrumentality, or agency of the United States, its several states, territories and possessions, including without limitation, any municipality or other political or corporate subdivision thereof, and to any corporation, partnership, sole proprietorship, or other business entity, (iii) in connection with any such submission, to deliver bid deposits or bonds as may be required and (iv) to execute and deliver definitive agreements binding the Corporation to perform work in accordance with any proposals and bids authorized hereby.”

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal this 23rd day of April 2012.

(SEAL)

  
\_\_\_\_\_  
Anthony L. Martino, II  
Secretary  
Sully-Miller Contracting Company  
135 S. State College Blvd., Ste. 400  
Brea, CA 92821

# EXHIBIT “A”

Contractor’s Bid

BIDDER'S NAME: Sully-Miller Contracting Company

**BID TO THE CITY OF LONG BEACH**  
 Construction of Phase III Improvements to the  
 Air Carrier Ramp and  
 Rehabilitation of Access to Taxiways E and F  
 at the Long Beach Airport

In accordance with the Notice Inviting Bids for this Work in the City of Long Beach, California, to be opened on February 22, 2012, at 10:00 a.m., we offer to furnish all necessary labor, tools, materials, appliances and equipment for and perform all Work mentioned in the Notice Inviting Bids, in full compliance with Plans & Specifications No. R-6897 at the following prices:

<b>BASE BID - CONSTRUCTION OF PHASE III IMPROVEMENTS TO THE AIR CARRIER RAMP</b>					
ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE (IN FIGURES)	ITEM TOTAL (IN FIGURES)
1.	G-001-5.1; Mobilization/Demobilization	1 (Limited to 6% of Base Bid)	LS	280,000. ✓	280,000. ✓
2.	G-300-4.2; Reinforced Portland Cement Concrete Pavement Removal	910	SY	30. ✓	27,300. ✓
3.	<u>G-300-4.4; Pavement Marking Removal</u>	<u>200</u>	<u>SF</u>	11.25	2,250. ✓
4.	G-300-4.5; Pulverization of Asphalt Concrete Pavement	11,270	SY	1.90	21,413. ✓
5.	G-300-4.6; Pulverization of Cement or Lime Treated Base Material	910	SY	5.70	5,187. ✓
6.	G-300-4.7; Stockpile of Pulverized Material	12,180	SY	4.20	51,156. ✓
7.	G-300-4.8; Stockpile of Existing Base Material	11,270	SY	5.60	63,112. ✓
8.	G-300-4.9; Removal of Excess Stockpiled Material	1,000	CY	24. ✓	24,000. ✓
9.	G-300-4.10; Fence Removal	950	LF	12.70	12,065. ✓
10.	P-101-5.1; Cold Planing	1,580	SY	11. ✓	17,380. ✓
11.	P-151-4.1; Clearing and Grubbing	1	ACRE	75,000. ✓	75,000. ✓
12.	P-152-4.1; Unclassified Excavation	3,130	CY	31.25	97,812.50
13.	P-152-4.2; Unsuitable Excavation	900	CY	25. ✓	22,500. ✓



**BASE BID - CONSTRUCTION OF PHASE III IMPROVEMENTS TO THE AIR CARRIER RAMP**

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE (IN FIGURES)	ITEM TOTAL (IN FIGURES)
14.	P-156-5.1; Temporary Air and Water Pollution, Soil Erosion, and Siltation Control	1	LS	500,000. ✓	500,000. ✓
15.	P-301-6.1; Soil-Cement Base Course	8,360	SY	14. ✓	117,040. ✓
16.	P-304-8.1; Cement-Treated Base Course	8,360	SY	10.50	87,780. ✓
17.	P-420-7.1; Asphalt Concrete Pavement, Non-Critical Areas	1,945	TON	95. ✓	184,775. ✓
18.	P-501-8.1; 10-inch Portland Cement Concrete Pavement	6,880	SY	85. ✓	584,800. ✓
19.	P-610-5.1; Ground Support Pedestal Concrete Pad	6	EA	185. ✓	1,110. ✓
20.	P-610-5.2; High Mast Light Concrete Foundation	12	EA	6,200. ✓	74,400. ✓
21.	P-610-5.3; Medium Voltage 3-Way Padmount Switch Concrete Pad	2	EA	690. ✓	1,380. ✓
22.	P-610-5.4; 480V Distribution Switchboard Concrete Pad	2	EA	570. ✓	1,140. ✓
23.	P-610-5.5; 500 KVA Padmount Transformer Concrete Pad	1	EA	1,550. ✓	1,550. ✓
24.	P-610-5.6; 1000 KVA Padmount Transformer Concrete Pad	2	EA	1,600. ✓	3,200. ✓
25.	P-610-5.7n; 2500 KVA Padmount Transformer Concrete Pad	1	EA	2,700. ✓	2,700. ✓
26.	P-610-5.8; 12KV Service Entrance Switchgear Concrete Pad	1	EA	4,000. ✓	4,000. ✓
27.	P-610-5.9n; SCE Medium Voltage Service Entrance Switch Concrete Pad	1	EA	850. ✓	850. ✓
28.	P-610-5.10n; SCE Capacitor Bank Concrete Pad	1	EA	850. ✓	850. ✓
29.	P-610-5.11; Bollard	86	EA	<del>1,200.</del> <sup>1,200.</sup> ✓	103,200. ✓
30.	P-610-5.12; Passenger Sidewalk (6" Thick)	7,140	SF	9.20	65,688. ✓
31.	P-620-5.1; Pavement Marking - Yellow	2,000	SF	3. ✓	6,000. ✓
32.	P-620-5.2; Pavement Marking - White	7,780	SF	2.50	19,450. ✓

**BASE BID - CONSTRUCTION OF PHASE III IMPROVEMENTS TO THE AIR CARRIER RAMP**

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE (IN FIGURES)	ITEM TOTAL (IN FIGURES)
33.	P-620-5.3; Pavement Marking - Black	17,290	SF	1.40	24,206.
34.	P-620-5.6; Pavement Marking - Red	3,050	SF	2.50	7,625.
35.	F-162-5.1; Chain Link Fence	805	LF	90.	72,450.
36.	F-162-5.2; Rolling Gate	2	EA	5,500.	11,000.
37.	F-165-5.1; Security Speed Gate	1	LS	87,000.	87,000.
38.	D-704-5.1; Waste Disposal Facility	2	EA	52,000.	104,000.
39.	L-100-5.1n; SCE Coordination	1	ALLOW	\$25,000	\$25,000
40.	L-108-5.1; 600V Wire, (4) Sets (4) #500 KCM CU, (1) #3/0 CU G	35	LF	400.	14,000.
41.	L-108-5.2; 600V Wire, (10) Sets (4) #500 KCM CU, (1) #3/0 CU G	50	LF	900.	45,000.
42.	L-108-5.3; 600V Wire, (3) Sets (4) #350 KCM CU, (1) #1/0 CU G	65	LF	275.	17,875.
43.	L-108-5.4; 600V Wire, (2) Sets #3/0 CU, (1) #2 CU G	1,900	LF	61.50	116,850.
44.	L-108-5.5; 600V Wire, (2) Sets #4/0 CU, (1) #2 CU G	1,200	LF	41.25	49,500.
45.	L-108-5.6; 600V Wire, (3) #6 CU, (1) #10 CU G	900	LF	6.65	5,985.
46.	L-108-5.7; 600V Wire, (3) #8 CU, (1) #10 CU G	2,500	LF	5.20	13,000.
47.	L-108-5.8; 600V Wire, (3) #10 CU, (1) #12 CU G	530	LF	4.	2,120.
48.	L-108-5.9; Removal of Phase 1B Wire	11,500	LF	.75	8,625.
49.	L-110-5.1; Conduit, 1-2" Conduit, CE	780	LF	19.25	15,015.
50.	L-110-5.2; Ductbank, 2-4" Conduit, CE	330	LF	33.	10,890.
51.	L-110-5.3n; Ductbank, 4-4" Conduit, DB	50	LF	50.	2,500.
52.	L-110-5.4; Ductbank, 4-4" Conduit, CE	110	LF	63.	6,930.
53.	L-110-5.4n; Ductbank, 4-4" Conduit, CE	70	LF	64.	4,480.

BASE BID - CONSTRUCTION OF PHASE III IMPROVEMENTS TO THE AIR CARRIER RAMP					
ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE (IN FIGURES)	ITEM TOTAL (IN FIGURES)
54.	L-110-5.5; Ductbank, 6-4" Conduit, CE	60	LF	88. ✓	<del>5,280.</del> 5,284. (CD)
55.	L-110-5.6; Ductbank, 6-4" Conduit, 1-2" Conduit, CE	55	LF	101. ✓	5,555. ✓
56.	L-110-5.7n; Ductbank, 8-4" Conduit, DB	10	LF	85. ✓	850. ✓
57.	L-110-5.8; Ductbank, 8-4" Conduit, CE	30	LF	112. ✓	<del>3,360.</del> 3,367. (CD)
58.	L-110-5.8n; Ductbank, 8-4" Conduit, CE	35	LF	112. ✓	3,920. ✓
59.	L-110-5.9; Ductbank, 8-4" Conduit, 1-2" Conduit CE	20	LF	115. ✓	2,300. ✓
60.	L-110-5.10n; Ductbank, 12-4" Conduit, DB	580	LF	125. ✓	72,500. ✓
61.	L-110-5.11n; Ductbank, 12-4" Conduit, CE	200	LF	155. ✓	31,000. ✓
62.	L-110-5.12; Ductbank, 20-4" Conduit, CE	35	LF	275. ✓	9,625. ✓
63.	L-110-5.13n; Ductbank, 2-5" Conduit, DB, per SCE Standards	600	LF	38. ✓	22,800. ✓
64.	L-115-5.1n; 4' x 4' Handhole, H20 Traffic Rated	8	EA	6,000. ✓	48,000. ✓
65.	L-115-5.2n; 4' x 4' Handhole, H20 Traffic Rated, per SCE Standards	1	EA	6,100. ✓	6,100. ✓
66.	L-115-5.3n; 3' x 5' x 4' Vault, Per SCE Standards	1	EA	5,025. ✓	5,025. ✓
67.	L-115-5.4; 4' x 4' Handhole, Aircraft Load Rated	1	EA	7,800. ✓	7,800. ✓
68.	L-115-5.5; N36 Junction Box	1	EA	1,600. ✓	1,600. ✓
69.	E-16200-5.1; 500 KVA Padmount Transformer, Installed	1	EA	34,000. ✓	34,000. ✓
70.	E-16200-5.2; 1000 KVA Padmount Transformer, Installed	2	EA	44,000. ✓	88,000. ✓
71.	E-16200-5.3; 2500 KVA Padmount Transformer, Installed	1	EA	79,000. ✓	79,000. ✓
72.	E-16300-5.1; 12KV Service Entrance Switchgear, Installed	1	EA	370,000. ✓	370,000. ✓

BASE BID - CONSTRUCTION OF PHASE III IMPROVEMENTS TO THE AIR CARRIER RAMP					
ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE (IN FIGURES)	ITEM TOTAL (IN FIGURES)
73.	E-16300-5.2; Medium Voltage 3-Way Padmount Switch, Installed	2	EA	44,000. ✓	88,000. ✓
74.	E-16415-5.1; 480V Distribution Switchboard, Installed	2	EA	32,000. ✓	64,000. ✓
75.	E-16416-5.1; Ground Support Pedestal, Installed	6	EA	10,000. ✓	60,000. ✓
76.	E-16502-5.1; High Mast Light, 6 Floodlights, Installed	9	EA	46,000. ✓	414,000. ✓
77.	E-16502-5.2; High Mast Light, 9 Floodlights, Installed	3	EA	54,000. ✓	162,000. ✓
78.	E-16502-5.3; High Mast Light Controls, Installed	2	LS	7,000. ✓	14,000. ✓
79.	E-16513-5.1; 15KV Wire, #1 MV105, EPR, CU w/ Shield	1,590	LF	21.40	34,026. ✓
80.	E-16513-5.2; 15KV Wire, #2 MV105, EPR, CU w/ Shield	40	LF	20. ✓	800. ✓
81.	13720-5.1; Security System	1	LS	127,000. ✓	127,000. ✓
82.	05 1200-5.2; Crash Rail	1,350	LF	177. ✓	238,950. ✓
TOTAL BASE BID (ITEMS 1-82)					5,102,630.50

**ADDITIVE ALTERNATE A – REHABILITATION OF ACCESS TO TAXIWAYS E AND F**

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE (IN FIGURES)	ITEM TOTAL (IN FIGURES)
83.	G-300-4.1a; Asphalt Pavement Removal	7,290	SY	10. <sup>30</sup>	75,087.
84.	G-300-4.3a; PCC Pavement Removal	2,800	SY	23.	64,400.
85.	P-151-4.1a; Clearing and Grubbing	1.5	ACRE	50,000.	75,000.
86.	P-152-4.1a; Unclassified Excavation	1,700	CY	35.	59,500.
87.	P-152-4.2a; Unsuuitable Excavation	260	CY	50.	13,000.
88.	P-154-5.1a; Processed Miscellaneous Base	1,000	SY	20.	20,000.
89.	P-156-5.1a; Temporary Air and Water Pollution, Soil Erosion, and Siltation Control	1	LS	25,000.	25,000.
90.	P-220-4.1a; Crushed Miscellaneous Base	10	CY	151.	1,510.
91.	P-301-6.1a; Soil-Cement Base Course	8,600	SY	19. <sup>25</sup>	165,550.
92.	P-304-8.2a; Cement-Treated Base Course, 6" Thick	3,600	SY	9.	32,400.
93.	P-304-8.3a; Cement-Treated Base Course, 8" Thick	5,000	SY	10.	50,000.
94.	P-401-8.1a; Bituminous Concrete Pavement	1,725	TON	100.	172,500.
95.	P-501-8.2a; Portland Cement Concrete Pavement	2,800	SY	87. <sup>30</sup>	244,440.
96.	P-550-8.1a; Surface Crack Repair	1,080	LF	25.	27,000.
97.	P-550-8.2a; Shallow Spall Repair	105	EA	1,070.	112,350.
98.	P-550-8.3a; Full Slab Removal and Replacement	8	EA	5,700.	45,600.
99.	P-550-8.4a; Half Slab Removal and Replacement	23	EA	3,300.	75,900.
100.	P-550-8.5a; Quarter Slab Removal and Replacement	35	EA	2,200.	77,000.
101.	P-550-8.6a; Saw and Reseal Joints	23,800	LF	6. <sup>50</sup>	154,700.
102.	P-620-5.1a; Pavement Marking - Yellow	2,241	SF	3.	6,723.
103.	P-620-5.2a ; Pavement Marking - White	2,981	SF	2. <sup>50</sup>	7,452. <sup>50</sup>

**ADDITIVE ALTERNATE A – REHABILITATION OF ACCESS TO TAXIWAYS E AND F**

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE (IN FIGURES)	ITEM TOTAL (IN FIGURES)
104.	P-620-5.3a ; Pavement Marking - Black	6,954	SF	1.40	9,735. <sup>60</sup>
105.	P-620-5.4a; Pavement Marking - Blue	1,281	SF	3.40	4,355. <sup>40</sup>
106.	P-620-5.5a; Pavement Marking - Green	2,495	SF	1. ✓	2,495. ✓
107.	D-701-5.1a; 18" RCP (D-2500)	45	LF	95. ✓	4,275. ✓
108.	D-701-5.2a; Concrete Pipe Encasement	45	LF	250. ✓	11,250. ✓
109.	D-751-5.1a; Inlets	1	EA	6,000. ✓	6,000. ✓
110.	D-754-5.1a; PCC Gutter, 8 inch thick	240	SF	7.25	1,740. ✓
111.	T-901-5.1a; Hydroseeding	1.5	ACRE	3,100. ✓	4,650. ✓
TOTAL ADDITIVE ALTERNATE A (ITEMS <u>83-111</u> )					1,549,613. <sup>50</sup>

**ADDITIVE ALTERNATE B – REHABILITATION OF ACCESS TO TAXIWAYS E AND F – AREA E**

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE (IN FIGURES)	ITEM TOTAL (IN FIGURES)
112.	G-300-4.1b; Asphalt Pavement Removal	4,110	SY	13. ✓	53,430. ✓
113.	P-151-4.1b; Clearing and Grubbing	.25	ACRE	9,000. ✓	2,250. ✓
114.	P-152-4.1b; Unclassified Excavation	1,650	CY	37. ✓	61,050. ✓
115.	<u>P-152-4.2b; Unsuitable Excavation</u>	<u>300</u>	<u>CY</u>	50. ✓	15,000. ✓
116.	P-220-4.1b; Crushed Miscellaneous Base	1,415	CY	31.50	44,572.50
117.	P-301-6.1b; <u>Soil-Cement</u> Base Course	3,925	SY	12. ✓	47,100. ✓
118.	P-420-7.1b; Asphalt Concrete Pavement, Non-Critical Areas	900	TON	90. ✓	81,000. ✓
119.	P-620-5.2b; Pavement Marking – White	1,290	SF	<del>250.</del> 250.25	3,225. ✓
120.	T-901-5.1b; Hydroseeding	0.25	ACRE	6,800. ✓	1,700. ✓
TOTAL ADDITIVE ALTERNATE B (ITEMS <u>112-120</u> )					309,327.50

**ADDITIVE ALTERNATE C – CONSTRUCTION OF PHASE III IMPROVEMENTS TO THE AIR CARRIER RAMP**

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE (IN FIGURES)	ITEM TOTAL (IN FIGURES)
121.	05 1200-5.1c; Walkway Canopy	450	.LF	<del>1,390.</del> 920. (2)	<del>625,500.</del> 414,000. (2)
TOTAL ADDITIVE ALTERNATE C (ITEM <u>121</u> )					625,500. ✓ 414,000. ✓

TOTAL AMOUNT BID - SUMMARY	
BASE BID	5,102,630. <sup>50</sup>
ADDITIVE ALTERNATE A	1,549,613. <sup>50</sup>
ADDITIVE ALTERNATE B	309,327. <sup>50</sup>
ADDITIVE ALTERNATE C	<del>414,000.</del> 625,500. ✓
<b>TOTAL</b> (BASE BID PLUS ALL ADDITIVE ALTERNATES)	7,587,071. <sup>50</sup>

We understand that these quantities are estimates only and are given solely for the purpose of facilitating the comparison of Bids, and that the Contractor's compensation will be computed on the basis of the actual quantities in the completed Work.

The following information will be used for statistical analysis only.

Is the Bidder a Minority-Owned Business? N/A Which racial minority? N/A  
 Is the Bidder a Women-Owned Business? N/A

Where did your company first hear about this City of Long Beach Public Works project?

www.planetbids.com

(Continued on Next Page)

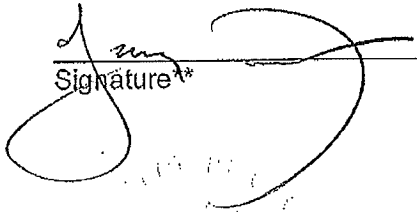


**ADDENDA**

This Bid is submitted with respect to the changes to the Plans & Specifications included in the following addenda numbers:

1 2 3 4 5 6 7  
(Initial above all appropriate numbers)

Respectfully submitted,

  
Signature\*\*

Sully-Miller Contracting Company  
Legal Name of Company

Gary Downey, Assistant Secretary  
Print Name / Title

Names of Other General Partners

Names of Other Partners  
\*\*Please See Attached List of Corporate Officers\*\*

Delaware  
State of Incorporation

BU99006450  
City of Long Beach Business License  
Number  
02/12/13

State Where Registered as LLC  
135 S. State College Blvd., Ste. 400  
Brea, Ca 92821  
Business Address (Actual Address -Not A  
Post Office Box)

City of Long Beach Business License  
Expiration Date  
135 S. State College Blvd., Ste. 400  
Brea, Ca 92821

714-578-9600/714-578-9672  
Telephone Number / Fax Number

Address on City Business License

RSanchez@sully-miller.com  
Email Address

714612-A, C-10  
Contractor's License Number

- If Bidder is an individual, set forth his/her signature.
- If Bidder is a joint venture, set forth the name of the joint venture with the signature of an authorized representative of each venture..
- If Bidder is a general partnership, set forth the signature of the general partner.
- If Bidder is a limited partnership, provide names of other partners.
- If Bidder is a limited liability company, set forth legal name of company with signature of a member or manager authorized to bind the company
- If the Bidder is a corporation, set forth the legal name of the corporation with the signature of an officer of the corporation.

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT**

STATE OF CALIFORNIA }  
COUNTY OF ORANGE

On February 21, 2012 before me, J. Daniels, Notary Public, personally appeared Gary Downey

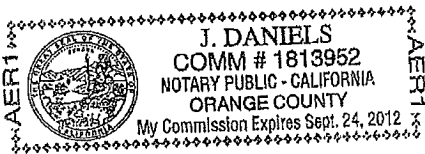
who proved to me on the basis of satisfactory evidence to be the person(s) whose name is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s),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

J. Daniels  
J. Daniels, Notary Public



Notary Seal

**OPTIONAL**

**Description of Attached Document**

Title or Type of Document: Bid Proposal-Signature Page

Document Date: February 17, 2012 Number of Pages: 1

Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s):**

Signer's Name Gary Downey

Signer's Name \_\_\_\_\_

Individual

Individual

Corporate Officer -- Title(s) Assistant Secretary

Corporate Officer -- Title(s) \_\_\_\_\_

Partner -- Limited/General \_\_\_\_\_

Partner -- Limited/General \_\_\_\_\_

Attorney In Fact

Right Thumbprint  
of Signer

Attorney In Fact

Right Thumbprint  
of Signer

Trustee

Trustee

Guardian or Conservator

Guardian or Conservator

Other

Other

Signer is Representing: SULLY-MILLER CONTRACTING COMPANY

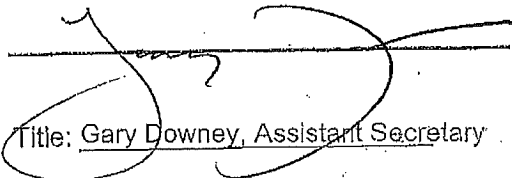
WORKERS' COMPENSATION CERTIFICATION

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

Contractor's Name:

Sully-Miller Contracting Company

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



Title: Gary Downey, Assistant Secretary

Date: February 17, 2012


**EXHIBIT B**

## INFORMATION TO COMPLY WITH LABOR CODE SEC. 2810

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

- 1) Workers' Compensation Insurance:
  - A. Policy Number: WC7-631-004125-651
  - B. Name of Insurer (NOT Broker): Liberty Mutual Group
  - C. Address of Insurer: 1133 Avenue of America, New York, NY 10036
  - D. Telephone Number of Insurer: 212-391-1954
  
- 2) For vehicles owned by Contractor and used in performing work under this Contract:
  - A. VIN (Vehicle Identification Number): TBD
  - B. Automobile Liability Insurance Policy Number: AS2-631-004125-671
  - C. Name of Insurer (NOT Broker): Liberty Mutual Group
  - D. Address of Insurer: 1133 Avenue of America, New York, NY 10036
  - E. Telephone Number of Insurer: 212-391-1954

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- 3) Address of Property used to house workers on this Contract, if any: \_\_\_\_\_  
\_\_\_\_\_
  
- 4) Estimated total number of workers to be employed on this Contract: TBD
- 5) Estimated total wages to be paid those workers: TBD
- 6) Dates (or schedule) when those wages will be paid: Weekly or Every Other Week  
\_\_\_\_\_  
(Describe schedule: For example, weekly or every other week or monthly)
- 7) Estimated total number of independent contractors to be used on this Contract: TBD
  
- 8) Taxpayer's Identification Number: 

**EXHIBIT C**

# EXHIBIT “D”

List of Subcontractors:

LIST OF SUBCONTRACTORS

The Bidder shall set forth hereon and submit with their bid the information requested below for each subcontractor who will perform labor or render service to the general contractor in or about the construction of the work or improvement, in an amount in excess of 1/2 of 1 percent of the general contractor's total bid. Reproduce and attach additional sheets as needed.

Name Alcorn Fence Co. Portion of Work to be Performed (May specify by line item):  
 Address 9901 Glenhurst Blvd. Fence, Gates  
 City Sun Valley CA 91353  
 Phone No. 323 875 1342 Estimated Dollar Amount of Contract:  
 License No. 122 954 \$ 145,488.

Name Marina Erosion Control Portion of Work to be Performed (May specify by line item):  
 Address 1900 S. Lewis St Hydroseeding  
 City Anaheim CA 92805  
 Phone No. 714 939 6600 Estimated Dollar Amount of Contract:  
 License No. 492862 \$ 5,654.50

Name PLI Portion of Work to be Performed (May specify by line item):  
 Address 1105 E. Hill St Striping/Marking  
 City Long Beach CA 90806  
 Phone No. 562 218 0504 Estimated Dollar Amount of Contract:  
 License No. 823 802 \$ 81,430.10

Name Case Land Survey Portion of Work to be Performed (May specify by line item):  
 Address 614 N. Eckhoff St Survey  
 City Orange CA 92668  
 Phone No. 714 628 8948 Estimated Dollar Amount of Contract:  
 License No. L5411 \$ 110,600.

Name Cross Const Co. Inc. Portion of Work to be Performed (May specify by line item):  
 Address 8787 Flower Rd. Joint Seal  
 City Rancho Cucamonga CA 91730  
 Phone No. 909 980 4411 Estimated Dollar Amount of Contract:  
 License No. 378327 \$ 240,290.

LIST OF SUBCONTRACTORS

The Bidder shall set forth hereon and submit with their bid the information requested below for each subcontractor who will perform labor or render service to the general contractor in or about the construction of the work or improvement, in an amount in excess of 1/2 of 1 percent of the general contractor's total bid. Reproduce and attach additional sheets as needed.

Name	<u>Allied Steel Co. Inc.</u>	Portion of Work to be Performed (May specify by line item):
Address	<u>1027 Palmyra Ave</u>	<u>Portion of Canopy</u>
City	<u>Mercede CA 92507</u>	
Phone No.	<u>951 241 7000</u>	Estimated Dollar Amount of Contract:
License No.	<u>164718</u>	<u>\$ 290,000</u>

Name	_____	Portion of Work to be Performed (May specify by line item):
Address	_____	
City	_____	
Phone No.	_____	Estimated Dollar Amount of Contract:
License No.	_____	\$ _____

Name	_____	Portion of Work to be Performed (May specify by line item):
Address	_____	
City	_____	
Phone No.	_____	Estimated Dollar Amount of Contract:
License No.	_____	\$ _____

Name	_____	Portion of Work to be Performed (May specify by line item):
Address	_____	
City	_____	
Phone No.	_____	Estimated Dollar Amount of Contract:
License No.	_____	\$ _____

Name	_____	Portion of Work to be Performed (May specify by line item):
Address	_____	
City	_____	
Phone No.	_____	Estimated Dollar Amount of Contract:
License No.	_____	\$ _____

**APPLICATION FOR  
USE TAX DIRECT PAYMENT PERMIT**

*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) <b>N/A</b>	CONSUMER USE TAX ACCOUNT NUMBER
CITY, STATE, & ZIP CODE	If applicant is applying for either a sales/use tax permit or a consumer use tax account in addition to a use tax direct payment permit check here <input type="checkbox"/>
MAILING ADDRESS (street address or po box if different from business address)	
CITY, STATE, & ZIP CODE	NAME UNDER WHICH BUSINESS IS TO BE TRANSACTED IF DIFFERENT THAN ABOVE

**SECTION II - MULTIPLE BUSINESS LOCATIONS**

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

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

**SECTION III - CERTIFICATION STATEMENT**

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

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

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

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

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

SIGNATURE	TITLE
NAME (typed or printed)	DATE

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



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

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

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

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

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

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

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

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

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

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

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

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

**Notice to Oblige: At all times herein stated, any and all references to "Surety" shall incorporate "Co Surety" Executed in Duplicate**

Bond No.: 09066882/014061244  
Premium: \$29,643.00

BOND FOR FAITHFUL PERFORMANCE

KNOW ALL MEN BY THESE PRESENTS: That we, SULLY-MILLER CONTRACTING COMPANY, a Delaware corporation, as PRINCIPAL, and Fidelity and Deposit Company of Maryland,\* located at 300 Interpace Parkway, Morris Corp I, Building B/C \*\*, a corporation, incorporated under the laws of the State of MA/MD, admitted as a surety in the State of California, and authorized to transact business in the State of California, as SURETY, are held and firmly bound unto the CITY OF LONG BEACH, CALIFORNIA, a municipal corporation, in the sum of SEVEN MILLION FIVE HUNDRED EIGHTY-SEVEN THOUSAND SEVENTY-ONE DOLLARS (\$7,587,071), 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 Phase III Improvements to the Air Carrier Ramp & Rehabilitation of Access to Taxiways E & F at the Long Beach Airport and is required by said City to give this bond in connection with the execution of said contract;

NOW, THEREFORE, if said Principal shall well and truly keep and faithfully perform all of the covenants, conditions, agreements and obligations of said contract on said Principal's part to be kept, done and performed, at the times and in the manner specified therein, then this obligation shall be null and void, otherwise it shall be and remain in full force and effect;

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

IN WITNESS WHEREOF, the above-named Principal and Surety have executed, or caused to be executed, this instrument with all of the formalities required by law on this 20 day of April, 2012.

Sully-Miller Contracting Company

Contractor

By: [Signature]

Name: MICHAEL EDWARDS

Title: VICE PRESIDENT

By: [Signature]

Name: RAY SANCHEZ

Title: ASSISTANT SECRETARY

Approved as to form this 2nd day of May, 2012.

ROBERT E. SHANNON, City Attorney

By: [Signature]

Deputy City Attorney

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

\* Liberty Mutual Insurance Company

\*\* Parsippany, NJ 07054/8044 Montgomery Road, Suite 150E, Cincinnati, OH 45236

Fidelity and Deposit Company of Maryland

Liberty Mutual Insurance Company

SURETY, admitted in California

By: [Signature]

Name: Victoria M. Campbell

Title: Attorney-in-Fact

Telephone: 973-394-5133/800-759-0559

Approved as to sufficiency this 30th day of April, 2012.

By: [Signature]

Asst. City Manager / City Engineer

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT**

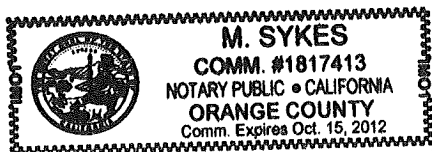
STATE OF CALIFORNIA }  
 COUNTY OF ORANGE

On April 24, 2012 before me, M. Sykes, personally appeared Michael Edwards and Ray Sanchez

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



Notary Seal

Signature

*M. Sykes*  
 M. Sykes, Notary Public

**OPTIONAL**

**Description of Attached Document**

Title or Type of Document: Faithful Performance Bond

Document Date: April 20, 2012 Number of Pages: 1

Signer(s) Other Than Named Above: None

**Capacity(ies) Claimed by Signer(s):**

Signer's Name Michael Edwards Signer's Name Ray Sanchez

- |  |   |  |   |
|--|---|--|---|
| <input type="checkbox"/> Individual                              |   | <input type="checkbox"/> Individual                              |   |
| <input checked="" type="checkbox"/> Corporate Officer – Title(s) | <u>Vice President</u>   | <input checked="" type="checkbox"/> Corporate Officer – Title(s) | <u>Assistant Secretary</u>  |
| <input type="checkbox"/> Partner – Limited/General               |   | <input type="checkbox"/> Partner – Limited/General               |   |
| <input type="checkbox"/> Attorney In Fact                        | Right Thumbprint of Signer  | <input type="checkbox"/> Attorney In Fact                        | Right Thumbprint of Signer  |
| <input type="checkbox"/> Trustee                                 | <div style="border: 1px solid black; width: 100px; height: 100px;"></div> | <input type="checkbox"/> Trustee                                 | <div style="border: 1px solid black; width: 100px; height: 100px;"></div> |
| <input type="checkbox"/> Guardian or Conservator                 |   | <input type="checkbox"/> Guardian or Conservator                 |   |
| <input type="checkbox"/> Other                                   |   | <input type="checkbox"/> Other                                   |   |

Signer is Representing: SULLY-MILLER CONTRACTING COMPANY

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Orange

On APR 20 2012 before me, Kim Heredia, Notary Public,  
DATE NAME, TITLE OF OFFICER - E.G., "JANE DOE, NOTARY PUBLIC"

personally appeared Victoria M Campbell, who proved to me on the basis of satisfactory evidence to be the person(s) whose names (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]  
SIGNATURE OF NOTARY

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

- INDIVIDUAL
- CORPORATE OFFICER

\_\_\_\_\_  
TITLE(S)

- PARTNER(S)       LIMITED
- GENERAL
- ATTORNEY-IN-FACT
- TRUSTEE(S)
- GUARDIAN/CONSERVATOR
- OTHER: \_\_\_\_\_

DESCRIPTION OF ATTACHED DOCUMENT

\_\_\_\_\_  
TITLE OR TYPE OF DOCUMENT

\_\_\_\_\_  
NUMBER OF PAGES

APR 20 2012

\_\_\_\_\_  
DATE OF DOCUMENT

SIGNER IS REPRESENTING:  
NAME OF PERSON(S) OR ENTITY(IES)

Fidelity and Deposit Company of Maryland  
Liberty Mutual Insurance Company

\_\_\_\_\_  
SIGNER(S) OTHER THAN NAMED ABOVE

LABOR AND MATERIAL BOND

KNOW ALL MEN BY THESE PRESENTS: That we, SULLY-MILLER CONTRACTING COMPANY, a Delaware corporation, as PRINCIPAL, and Fidelity and Deposit Company of Maryland/Liberty Mutual Insurance Company located at MA/MD, a corporation, incorporated under the laws of the State of MA/MD, 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 SEVEN MILLION FIVE HUNDRED EIGHTY-SEVEN THOUSAND SEVENTY-ONE DOLLARS (\$7,587,071), 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 Phase III Improvements to the Air Carrier Ramp & Rehabilitation of Access to Taxiways E & F at the Long Beach Airport 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 instrument with all of the formalities required by law on this 20 day of April, 2012.

Sully-Miller Contracting Company  
Contractor  
By: [Signature]  
Name: MICHAEL EDWARDS

Title: VICE PRESIDENT

By: [Signature]  
Name: RAY SANCHEZ

Title: ASSISTANT SECRETARY

Approved as to form this 2nd day of May, 2012.

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

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

Liberty Mutual Insurance Company  
SURETY, admitted in California  
By: [Signature]  
Name: Victoria M. Campbell

Title: Attorney-in-Fact

Telephone: 973-394-5133/800-759-0559

Approved as to sufficiency this 3th day of April, 2012.

By: [Signature]  
City Manager/City Engineer  
Acting

\* 300 Interpace Parkway, Morris Corp I, Building B/C, Parsippany, NJ 07054/8044 Montgomery Road, Suite 150E, Cincinnati, OH 45236

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT**

STATE OF CALIFORNIA }  
COUNTY OF ORANGE

On April 24, 2012 before me, M. Sykes, personally appeared Michael Edwards and Ray Sanchez

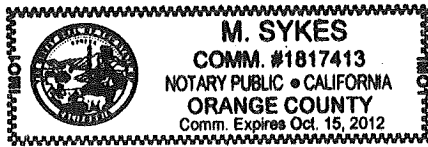
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s),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

*M. Sykes*  
M. Sykes, Notary Public



Notary Seal

**OPTIONAL**

**Description of Attached Document**

Title or Type of Document: Labor and Material Bond

Document Date: April 20, 2012 Number of Pages: 1

Signer(s) Other Than Named Above: None

**Capacity(ies) Claimed by Signer(s):**

Signer's Name Michael Edwards Signer's Name Ray Sanchez

- |  |   |
|--|---|
| <input type="checkbox"/> Individual  | <input type="checkbox"/> Individual   |
| <input checked="" type="checkbox"/> Corporate Officer – Title(s) <u>Vice President</u> | <input checked="" type="checkbox"/> Corporate Officer – Title(s) <u>Assistant Secretary</u> |
| <input type="checkbox"/> Partner – Limited/General _____                               | <input type="checkbox"/> Partner – Limited/General _____                                    |
| <input type="checkbox"/> Attorney In Fact _____<br>Right Thumbprint of Signer          | <input type="checkbox"/> Attorney In Fact _____<br>Right Thumbprint of Signer               |
| <input type="checkbox"/> Trustee _____   | <input type="checkbox"/> Trustee _____  |
| <input type="checkbox"/> Guardian or Conservator _____                                 | <input type="checkbox"/> Guardian or Conservator _____                                      |
| <input type="checkbox"/> Other _____   | <input type="checkbox"/> Other _____  |

Signer is Representing: SULLY-MILLER CONTRACTING COMPANY

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Orange

On APR 20 2012 before me, Kim Heredia, Notary Public,  
DATE NAME, TITLE OF OFFICER - E.G., "JANE DOE, NOTARY PUBLIC"

personally appeared Victoria M. Campbell, who proved to me on the basis of satisfactory evidence to be the person(s) whose names (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.

*[Handwritten Signature]*

SIGNATURE OF NOTARY

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

- INDIVIDUAL
- CORPORATE OFFICER

TITLE(S)

- PARTNER(S)  LIMITED
- GENERAL

ATTORNEY-IN-FACT

TRUSTEE(S)

GUARDIAN/CONSERVATOR

OTHER: \_\_\_\_\_

DESCRIPTION OF ATTACHED DOCUMENT

TITLE OR TYPE OF DOCUMENT

NUMBER OF PAGES

APR 20 2012

DATE OF DOCUMENT

SIGNER IS REPRESENTING:

NAME OF PERSON(S) OR ENTITY(IES)

Fidelity and Deposit Company of Maryland  
Liberty Mutual Insurance Company

SIGNER(S) OTHER THAN NAMED ABOVE.

**Power of Attorney**  
**FIDELITY AND DEPOSIT COMPANY OF MARYLAND**

KNOW ALL MEN BY THESE PRESENTS: That the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a corporation of the State of Maryland, by WILLIAM J. MILLS, Vice President, and GREGORY E. MURRAY, Assistant Secretary, in pursuance of authority granted by Article VI, Section 2, of the By-Laws of said Company, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, does hereby nominate, constitute and appoint **Victoria M. CAMPBELL, Kim HEREDIA and Erik JOHANSSON, all of Irvine, California, EACH** its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Company, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its office in Baltimore, Md., in their own proper persons. This power of attorney revokes that issued on behalf of Victoria M. CAMPBELL, Maria Luisa R. AGUINALDO, Kim HEREDIA, dated June 29, 2007.

The said Assistant Secretary does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article VI, Section 2, of the By-Laws of said Company, and is now in force.

IN WITNESS WHEREOF, the said Vice-President and Assistant Secretary have hereunto subscribed their names and affixed the Corporate Seal of the said FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 24th day of February, A.D. 2009.

ATTEST:

**FIDELITY AND DEPOSIT COMPANY OF MARYLAND**



*Gregory E. Murray*

*William J. Mills*

*Gregory E. Murray Assistant Secretary*

By:

*William J. Mills*

*Vice President*

State of Maryland }  
City of Baltimore } ss:

On this 24th day of February, A.D. 2009, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, came WILLIAM J. MILLS, Vice President, and GREGORY E. MURRAY, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and they each acknowledged the execution of the same, and being by me duly sworn, severally and each for himself depose and saith, that they are the said officers of the Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and that the said Corporate Seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.



*Constance A. Dunn*

*Constance A. Dunn*

*Notary Public*

My Commission Expires: July 14, 2015



## EXTRACT FROM BY-LAWS OF FIDELITY AND DEPOSIT COMPANY OF MARYLAND

“Article VI, Section 2. The Chairman of the Board, or the President, or any Executive Vice-President, or any of the Senior Vice-Presidents or Vice-Presidents specially authorized so to do by the Board of Directors or by the Executive Committee, shall have power, by and with the concurrence of the Secretary or any one of the Assistant Secretaries, to appoint Resident Vice-Presidents, Assistant Vice-Presidents and Attorneys-in-Fact as the business of the Company may require, or to authorize any person or persons to execute on behalf of the Company any bonds, undertakings, recognizances, stipulations, policies, contracts, agreements, deeds, and releases and assignments of judgements, decrees, mortgages and instruments in the nature of mortgages,...and to affix the seal of the Company thereto.”

### CERTIFICATE

I, the undersigned, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that the Vice-President who executed the said Power of Attorney was one of the additional Vice-Presidents specially authorized by the Board of Directors to appoint any Attorney-in-Fact as provided in Article VI, Section 2, of the By-Laws of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed."

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the said Company,

this \_\_\_\_\_ day of APR 20 2012, \_\_\_\_\_.

  
Assistant Secretary

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

5216883

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

Certificate No. \_\_\_\_\_

American Fire and Casualty Company  
The Ohio Casualty Insurance Company  
West American Insurance Company

Liberty Mutual Insurance Company  
Peerless Insurance Company

**POWER OF ATTORNEY**

KNOWN ALL PERSONS BY THESE PRESENTS: That American Fire & Casualty Company and The Ohio Casualty Insurance Company are corporations duly organized under the laws of the State of Ohio, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, that Peerless Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, VICTORIA M. CAMPBELL, KIM HEREDIA, ERIK JOHANSSON, SHIRLEY BAUMAN, CHRISTINA JOHNSON, MELISSA TETZLAFF, LINDE HOTCHKISS, .....

all of the city of IRVINE, state of CALIFORNIA each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 2nd day of March, 2012.



American Fire and Casualty Company  
The Ohio Casualty Insurance Company  
Liberty Mutual Insurance Company  
Peerless Insurance Company  
West American Insurance Company

By: Gregory W. Davenport  
Gregory W. Davenport, Assistant Secretary

STATE OF WASHINGTON ss  
COUNTY OF KING

On this 2nd day of March, 2012, before me personally appeared Gregory W. Davenport, who acknowledged himself to be the Assistant Secretary of American Fire and Casualty Company, Liberty Mutual Insurance Company, The Ohio Casualty Company, Peerless Insurance Company and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Seattle, Washington, on the day and year first above written.



By: KD Riley  
KD Riley, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, West American Insurance Company and Peerless Insurance Company, which resolutions are now in full force and effect reading as follows:

**ARTICLE IV – OFFICERS** – Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

**ARTICLE XIII – Execution of Contracts – SECTION 5. Surety Bonds and Undertakings.** Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

**Certificate of Designation** – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes Gregory W. Davenport, Assistant Secretary to appoint such attorney-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

**Authorization** – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, David M. Carey, the undersigned, Assistant Secretary, of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, West American Insurance Company and Peerless Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 20 day of APRIL, 2012.



By: David M. Carey  
David M. Carey, Assistant Secretary

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

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