

1 to Taxiway K at the Long Beach Airport in the City of Long Beach, California,"
2 attached hereto as Exhibit "A".

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

6 3. CONTRACT DOCUMENTS.

7 A. The Contract Documents include: The Notice Inviting Bids,
8 Plans & Specifications No. R-6748 (which may include by reference the Standard
9 Specifications for Public Works Construction, latest edition, and any supplements
10 thereto, collectively the "Standard Specifications"); the City of Long Beach
11 Standard Plans; Plans and Drawings No. B-4449 for this work; the California Code
12 of Regulations; the various Uniform Codes applicable to trades; the prevailing
13 wage rates; Instructions to Bidders; the Bid; the bid security; the City of Long
14 Beach Disadvantaged, Minority and Women-Owned Business Enterprise Program;
15 this Contract and all documents attached hereto or referenced herein including but
16 not limited to insurance; Bond for Faithful Performance; Payment Bond; Notice to
17 Proceed; Notice of Completion; any addenda or change orders issued in
18 accordance with the Standard Specifications; any permits required and issued for
19 the work; approved final design drawings and documents; and the Information
20 Sheet. These Contract Documents are incorporated herein by the above
21 reference and form a part of this Contract.

22 B. Notwithstanding Section 2-5.2 of the Standard Specifications,
23 if any conflict or inconsistency exists or develops among or between Contract
24 Documents, the following priority shall govern: 1) Change Orders; 2) this Contract;
25 3) Permit(s) from other public agencies; 4) Plans & Specifications No. R-6748; 5)
26 Addenda; 6) Plans and Drawings No. B-4449; 7) the City of Long Beach Standard
27 Plans; 8) Standard Specifications; 9) other reference specifications; 10) other
28 reference plans; 11) the bid; and 12) the Notice Inviting Bids.

1 4. TIME FOR CONTRACT. Contractor shall commence work on a date
2 to be specified in a written "Notice to Proceed" from City and shall complete all work
3 within two hundred sixteen (216) working days thereafter, subject to strikes, lockouts and
4 events beyond the control of Contractor. Time is of the essence hereunder. City will
5 suffer damage if the work is not completed within the time stated, but those damages
6 would be difficult or impractical to determine. So, Contractor shall pay to City, as
7 liquidated damages, the amount stated in the Contract Documents.

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

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

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

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

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

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

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

13 11. PREVAILING WAGE RATES. Contractor is directed to the
14 prevailing wage rates. Contractor shall forfeit, as a penalty to the City, Fifty Dollars (\$50)
15 for each laborer, worker or mechanic employed for each calendar day, or portion thereof,
16 that such laborer, worker or mechanic is paid less than the prevailing wage rates for any
17 work done by Contractor, or any subcontractor, under this Contract.

18 12. COORDINATION WITH GOVERNMENTAL REGULATIONS.

19 A. If the work is terminated pursuant to an order of any Federal
20 or State authority, Contractor shall accept as full and complete compensation
21 under this Contract such amount of money as will equal the product of multiplying
22 the Contract price stated herein by the percentage of work completed by
23 Contractor as of the date of such termination, and for which Contractor has not
24 been paid. If the work is so terminated, the City Engineer, after consultation with
25 Contractor, shall determine the percentage of work completed and the
26 determination of the City Engineer shall be final.

27 B. If Contractor is prevented, in any manner, from strict
28 compliance with the Plans and Specifications due to any Federal or State law, rule

1 or regulation, in addition to all other rights and remedies reserved to the parties
2 City may by resolution of the City Council suspend performance hereunder until
3 the cause of disability is removed, extend the time for performance, make changes
4 in the character of the work or materials, or terminate this Contract without liability
5 to either party.

6 13. NOTICES.

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

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

17 14. BONDS. Contractor shall, simultaneously with the execution of this
18 Contract, execute and deliver to City a good and sufficient corporate surety bond, in the
19 form attached hereto and in the amount specified therein, conditioned upon the faithful
20 performance of this Contract by Contractor, and a good and sufficient corporate surety
21 bond, in the form attached hereto and in the amount specified therein, conditioned upon
22 the payment of all labor and material claims incurred in connection with this Contract.

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

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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 record, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by Contractor or subcontractor in connection with the work, all in accordance with Division 2, Part 7, Article 2 of the California Labor Code. Such payroll records for Contractor and all subcontractors shall be certified and shall be available for inspection at all reasonable hours at the principal office of Contractor pursuant to the provisions of Section 1776 of the Labor Code. Contractor's failure to furnish such records to City in the manner provided herein for notices shall entitle City to withhold the penalty prescribed by law from progress payments due to Contractor.

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

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

17. RESPONSIBILITY OF CONTRACTOR. Notwithstanding anything to the contrary in the Standard Specifications, Contractor shall have the responsibility, care and custody of the work. If any loss or damage occurs to the work that is not covered by collectible commercial insurance, excluding loss or damage caused by earthquake or flood or the negligence or willful misconduct of City, then Contractor shall immediately

1 make the City whole for any such loss or pay for any damage. If Contractor fails or
2 refuses to make the City whole or pay, then City may do so and the cost and expense of
3 doing so shall be deducted from the amount due Contractor from City hereunder.

4 18. CONTINUATION. Termination or expiration of this Contract shall not
5 terminate the rights or liabilities of either party which rights or liabilities accrued or existed
6 prior to termination or expiration of this Contract.

7 19. TAXES AND TAX REPORTING.

8 A. As required by federal and state law, City is obligated to report
9 the payment of compensation to Contractor on Form 1099-Misc. and Contractor
10 acknowledges that Contractor is not entitled to payment under this Contract until it
11 has provided its Employer Identification Number to City. Contractor shall be solely
12 responsible for payment of all federal and state taxes resulting from payments
13 under this Contract.

14 B. Contractor shall cooperate with City in all matters relating to
15 taxation and the collection of taxes, particularly with respect to the self-accrual of
16 use tax. Contractor shall cooperate as follows: (i) for all leases and purchases of
17 materials, equipment, supplies, or other tangible personal property totaling over
18 \$100,000 shipped from outside California, a qualified Contractor shall complete
19 and submit to the appropriate governmental entity the form in Appendix "A"
20 attached hereto; and (ii) for construction contracts and subcontracts totaling
21 \$5,000,000 or more, Contractor shall obtain a sub-permit from the California Board
22 of Equalization for the Work site. "Qualified" means that the Contractor purchased
23 at least \$500,000 in tangible personal property that was subject to sales or use tax
24 in the previous calendar year.

25 C. In completing the form and obtaining the permit(s), Contractor
26 shall use the address of the Work site as its business address and may use any
27 address for its mailing address. Copies of the form and permit(s) shall also be
28 delivered to the City Engineer. The form must be submitted and the permit(s)

1 obtained as soon as Contractor receives a Notice to Proceed. Contractor shall not
2 order any materials or equipment over \$100,000 from vendors outside California
3 until the form is submitted and the permit(s) obtained and, if Contractor does so, it
4 shall be a material breach of this Contract. In addition, Contractor shall make all
5 purchases from the Long Beach sales office of its vendors if those vendors have a
6 Long Beach office and all purchases made by Contractor under this Contract
7 which are subject to use tax of \$500,000 or more shall be allocated to the City of
8 Long Beach. Contractor shall require the same form and permit(s) from its
9 subcontractors.

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

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

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

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

26 23. THIRD PARTY BENEFICIARY. This Contract is intended by the
27 parties to benefit themselves only and is not in any way intended or designed to or
28 entered for the purpose of creating any benefit or right of any kind for any person or entity

1 that is not a party to this Contract.

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

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

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

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

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

27 29. NONDISCRIMINATION. In connection with performance of this
28 Contract and subject to federal laws, rules and regulations, Contractor shall not

1 discriminate in employment or in the performance of this Contract on the basis of race,
2 religion, national origin, color, age, sex, sexual orientation, AIDS, HIV status, handicap or
3 disability. It is the policy of the City to encourage the participation of Disadvantaged,
4 Minority and Women-Owned Business Enterprises, and the City encourages Contractor
5 to use its best efforts to carry out this policy in the award of all subcontracts.

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

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

SULLY-MILLER CONTRACTING COMPANY, a Delaware corporation

July 8, 2008

By 

Gary Downey - Assistant Secretary
Type or Print Name

July 8, 2008


By 

Mike Edwards, Vice President
Type or Print Name

"Contractor"

CITY OF LONG BEACH, a municipal corporation

September 15, 2008

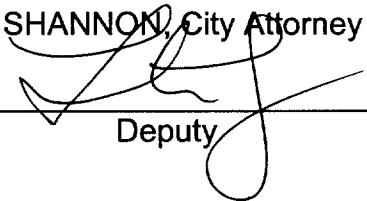
By  Assistant City Manager
City Manager

"City"

EXHIBIT A
TO SECTION 301 OF
THE CITY CHARTER.

This Contract is approved as to form on September 3, 2008.

ROBERT E. SHANNON, City Attorney

By  Deputy

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

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

STATE OF CALIFORNIA }
COUNTY OF ORANGE

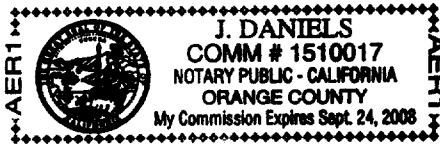
On July 9, 2008 before me, J. Daniels, Notary Public, personally appeared Gary Downey & Mike Edwards

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: Contract

Document Date: July 8, 2008 Number of Pages: 11

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s):

Signer's Name Gary Downey Signer's Name Mike Edwards

- | | | | |
|--|---|--|---|
| <input type="checkbox"/> Individual | | <input type="checkbox"/> Individual | |
| <input checked="" type="checkbox"/> Corporate Officer – Title(s) | <u>Assistant Secretary</u> | <input checked="" type="checkbox"/> Corporate Officer – Title(s) | <u>Vice President</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

CERTIFICATE OF INCUMBENCY AND RESOLUTION

I, Dave Martinez, do hereby certify that I am the President 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	James Weeks
President	Dave Martinez
Chief Financial Officer/Treasurer & Vice President	Tim P. Orchard
Vice President	Bob Stone
Vice President	Mike Edwards
Secretary	Anthony Martino
Assistant Secretary	George Aldrich
Assistant Secretary	Mary Lawson
Assistant Secretary	Gary Downey

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 April 25, 2005, and that this resolution has not been in any way rescinded, annulled, or revoked but the same is still in full force and effect:

“(AUTHORITY TO EXECUTIVE BIDS AND CONTRACTS)”

Resolved, that any officer or assistant officer of this Company be and each of them is hereby authorized to execute in the name and on behalf of this Company under its corporate seal any and all proposals for the sale of products, merchandise and services of this Company and any bids and performance bonds required in connection therewith, to the United States, and of the State, territories and dependencies of the United States, the District of Columbia, cities, towns, townships, counties, school districts, and to the department, political subdivisions, agencies or wholly-owned corporations thereof, or to any other person.”

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal this 7th day of April 2008.



Dave Martinez, President

Sully-Miller Contracting Company
1100 E. Orangethorpe Avenue, Ste. 200
Anaheim, Ca. 92801

(SEAL)

Notice to Obligee: At all times herein stated, any and all references to "Surety" shall incorporate "Co-Surety".

Executed in Two Originals

Bond Number: 08879425/014044967
Premium: \$20,963.00

BOND FOR FAITHFUL PERFORMANCE

KNOW ALL MEN BY THESE PRESENTS: That we, Sully-Miller Contracting Company

Fidelity and Deposit Company of Maryland and Liberty Mutual Insurance Company, as PRINCIPAL, and One Upper Pond Rd., Bldg E/F, Parsippany, N.J. 07054/8044 Montgomery Rd., Ste 150E, Cincinnati, OH 45236, located at _____, a corporation, incorporated under the laws of the State of MD/MA, admitted as a surety in the State of California and authorized to transact business in the State of California, as SURETY, are held and firmly bound unto the CITY OF LONG BEACH, CALIFORNIA, a municipal corporation, in the sum of Seven Million Eight Hundred Fifty Six Thousand Seven Hundred Forty and 50/100 DOLLARS (\$ _____), 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 Taxiway K at the Long Beach Airport, Plans ** 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 7th day of July, 2008, ~~2006~~.

Sully-Miller Contracting Company
CONTRACTOR/PRINCIPAL
By: [Signature]
Name: Gary Downey
Title: Assistant Secretary
By: [Signature]
Name: Mike Edwards
Title: Vice President

Fidelity and Deposit Company of Maryland and Liberty Mutual Insurance Company
SURETY, admitted in California
By: [Signature]
Name: Lisa Clark
Title: Attorney-in-Fact
Telephone: 213/607-6300

Approved as to form this 3rd day of September, 2008

Approved as to sufficiency this 15 day of July, ~~2006~~ 2008

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

By: [Signature]
City Manager/City Engineer

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

* \$7,856,740.50
** & Specifications No. R-6748

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

STATE OF CALIFORNIA

COUNTY OF ORANGE



On July 9, 2008 before me, J. Daniels, Notary Public, personally appeared Gary Downey & Mike Edwards

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.

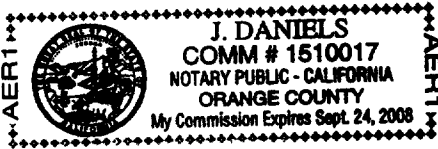
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal

Signature



J. Daniels, Notary Public



Notary Seal

OPTIONAL

Description of Attached Document

Title or Type of Document: Bond for Faithful Performance

Document Date: July 7, 2008

Number of Pages: 1

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s):

Signer's Name Gary Downey

Signer's Name Mike Edwards

Individual

Individual

Corporate Officer – Title(s) Assistant Secretary

Corporate Officer – Title(s) Vice President

Partner – Limited/General _____

Partner – Limited/General _____

Attorney In Fact

Attorney In Fact

Trustee

Trustee

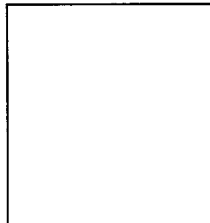
Guardian or Conservator

Guardian or Conservator

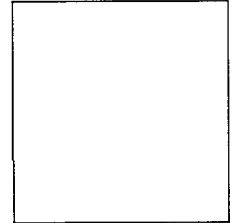
Other

Other

Right Thumbprint
of Signer



Right Thumbprint
of Signer



Signer is Representing: SULLY-MILLER CONTRACTING COMPANY

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

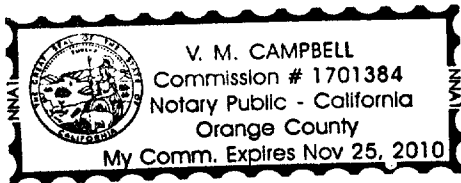
State of California

County of Los Angeles

On JUL 07 2008 before me, V.M. Campbell, Notary Public,
DATE NAME, TITLE OF OFFICER - E.G., "JANE DOE, NOTARY PUBLIC"

personally appeared Lisa Clark, 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.

V.M. Campbell
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

JUL 07 2008

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

Notice to Oblige: At all times herein stated, any and all references to "Surety" shall incorporate "Co-Surety".

Executed in Two Originals

LABOR AND MATERIAL BOND Bond Number: 08879425/014044967
Premium included in performance bond

KNOW ALL MEN BY THESE PRESENTS: That we, Sully-Miller Contracting Company

Fidelity and Deposit Company of Maryland and Liberty Mutual Insurance Company, as PRINCIPAL, and One Upper Pond Rd. Bldg E/F, Parsippany, NJ 07054/ 8044 Montgomery Rd. Ste 150E, Cincinnati, OH 45236, located at MD/MA, a corporation, incorporated under the laws of the State of MD/MA, admitted as a surety in the State of California, and authorized to transact business in the State of California, as SURETY, are held and firmly bound unto the CITY OF LONG BEACH, CALIFORNIA, a municipal corporation, in the sum of Seven Million Eight Hundred Fifty Six Thousand Seven Hundred Forty and 50/100

DOLLARS (\$7,856,740.50), 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 Taxiway K at the Long Beach Airport Plans ** and is required by law and by said City to give this bond in connection with the execution of said contract;

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

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

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

IN WITNESS WHEREOF, the above named Principal and Surety have executed, or caused to be executed, this instrument with all of the formalities required by law on this 7th day of July, 2008, 2006--

Sully-Miller Contracting Company
CONTRACTOR/PRINCIPAL
By: [Signature]
Name: Gary Downey
Title: Assistant Secretary
By: [Signature]
Name: Mike Edwards
Title: Vice President

Fidelity and Deposit Company of Maryland and Liberty Mutual Insurance Company
SURETY, admitted in California
By: [Signature]
Name: Lisa Clark
Title: Attorney-in-Fact
Telephone: 213/607-6300

Approved as to form this 3rd day of September, 2008.

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

Approved as to sufficiency this 15 day of July, 2006, 2008

By: [Signature]
City Manager/City Engineer

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

* \$7,856,740.50
** & Specifications No. R-6748

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

STATE OF CALIFORNIA

COUNTY OF ORANGE



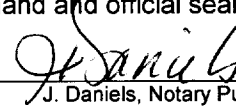
On July 9, 2008 before me, J. Daniels, Notary Public, personally appeared Gary Downey & Mike Edwards

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.

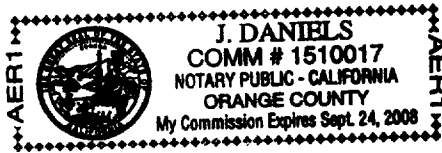
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal

Signature



J. Daniels, Notary Public



Notary Seal

OPTIONAL

Description of Attached Document

Title or Type of Document: Labor and Material Bond

Document Date: July 7, 2008 Number of Pages: 1

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s):

Signer's Name Gary Downey

Signer's Name Mike Edwards

Individual

Individual

Corporate Officer – Title(s) Assistant Secretary

Corporate Officer – Title(s) Vice President

Partner – Limited/General _____

Partner – Limited/General _____

Attorney In Fact _____

Attorney In Fact _____

Trustee _____

Trustee _____

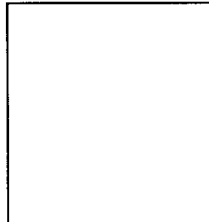
Guardian or Conservator _____

Guardian or Conservator _____

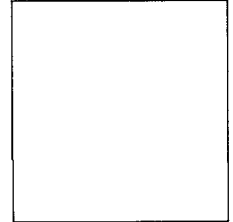
Other _____

Other _____

Right Thumbprint of Signer



Right Thumbprint of Signer



Signer is Representing: SULLY-MILLER CONTRACTING COMPANY

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

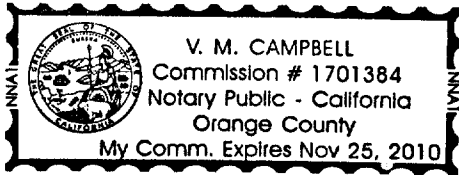
State of California

County of Los Angeles

On JUL 07 2008 before me, V.M. Campbell, Notary Public,
DATE NAME, TITLE OF OFFICER - E.G., "JANE DOE, NOTARY PUBLIC"

personally appeared Lisa Clark, 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.

V.M. Campbell
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
- TRUSTEE(S) GENERAL

ATTORNEY-IN-FACT

TRUSTEE(S)

GUARDIAN/CONSERVATOR

OTHER: _____

DESCRIPTION OF ATTACHED DOCUMENT

TITLE OR TYPE OF DOCUMENT

NUMBER OF PAGES

JUL 07 2008

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 GERALD F. HALEY, 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 **Teresa I. JACKSON, Lisa CLARK and Mike DAOUSSIS, all of Los Angeles, 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 Michael R. SZOT, Noemi QUIROZ, Teresa I. JACKSON, Lisa CLARK, dated February 3, 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 22nd day of January, A.D. 2008.

ATTEST:

FIDELITY AND DEPOSIT COMPANY OF MARYLAND



Gerald F. Haley

William J. Mills

By: *Gerald F. Haley* Assistant Secretary *William J. Mills* Vice President

State of Maryland }
City of Baltimore } ss:

On this 22nd day of January, A.D. 2008, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, came WILLIAM J. MILLS, Vice President, and GERALD F. HALEY, 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.



Dennis R. Hayden

Dennis R. Hayden Notary Public
My Commission Expires: February 1, 2009

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

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

LIBERTY MUTUAL INSURANCE COMPANY
BOSTON, MASSACHUSETTS
POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS: That Liberty Mutual Insurance Company (the "Company"), a Massachusetts stock insurance company, pursuant to and by authority of the By-law and Authorization hereinafter set forth, does hereby name, constitute and appoint TERESA I. JACKSON, NOEMI QUIROZ, VICTORIA M. CAMPBELL, LISA CLARK, KIM HEREDIA, 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 the penal sum not exceeding ONE HUNDRED MILLION AND 00/100 ***** DOLLARS (\$ 100,000,000.00*****) each, and the execution of such undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents, shall be as binding upon the Company as if they had been duly signed by the president and attested by the secretary of the Company in their own proper persons.

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

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

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

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

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

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

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Company and the corporate seal of Liberty Mutual Insurance Company has been affixed thereto in Plymouth Meeting, Pennsylvania this 2nd day of July 2007.

LIBERTY MUTUAL INSURANCE COMPANY

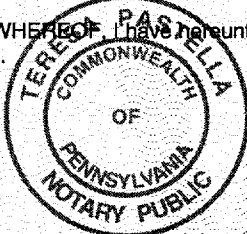
By Garnet W. Elliott, Assistant Secretary



COMMONWEALTH OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 2nd day of July, 2007, before me, a Notary Public, personally came Garnet W. Elliott, to me known, and acknowledged that he is an Assistant Secretary of Liberty Mutual Insurance Company; that he knows the seal of said corporation; and that he executed the above Power of Attorney and affixed the corporate seal of Liberty Mutual Insurance Company thereto with the authority and at the direction of said corporation.

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



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Plymouth Twp., Montgomery County
My Commission Expires Mar. 28, 2009
Member, Pennsylvania Association of Notaries

By Teresa Pastella, Notary Public

CERTIFICATE

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

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

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

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the said company, this JUL 07 2008 day of



By David M. Carey, Assistant Secretary

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

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

EXHIBIT “A”

Contractor’s Bid

BASE BID - PHASE III IMPROVEMENTS TO TAXIWAY K					
ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE (IN FIGURES)	ITEM TOTAL (IN FIGURES)
1	G-001-5.1; Mobilization / Demobilization	1	LS	469,000. ✓	469,000. ✓
2	G-300-4.1; Asphalt Pavement Milling	37,400	SY	1.85	69,190. ✓
3	G-300-4.3; Pavement Marking Removal	770	SF	5.50	4,235. ✓
4	G-300-4.4; Reinforced Concrete Pipe Removal	1,090	LF	64. ✓	69,760. ✓
5	G-300-4.5; Drainage Structure Removal	3	EA	1,500. ✓	4,500. ✓
6	G-300-4.6; Pulverization of Asphalt Concrete Pavement	14,410	SY	2.25	32,422.50
7	G-300-4.7; Pulverization of Cement Treated Base	830	SY	2.15	1,784.50
8	G-300-4.8; Stockpile of Pulverized Material/Existing Base Material	38,360	SY	2.25	86,310. ✓
9	G-300-4.9; Removal of Excess Stockpiled Material	2,220	CY	25. ✓	55,500. ✓
10	P-101-5.1; Cold Planing	3,560	SY	2. ✓	7,120. ✓
11	P-151-4.1; Clearing and Grubbing	7	Acre	48,000. ✓	336,000. ✓
12	P-152-4.1; Unclassified Excavation	14,090	CY	30. ✓	422,700. ✓
13	P-152-4.2; Unsuitable Excavation	2,120	CY	30. ✓	63,600. ✓
14	P-152-4.3; Imported Fill	1,100	CY	11. ✓	12,100. ✓

BASE BID - PHASE III IMPROVEMENTS TO TAXIWAY K

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE (IN FIGURES)	ITEM TOTAL (IN FIGURES)
15	P-156-5.1; Temporary Air and Water Pollution, Soil Erosion, and Siltation Control	1	LS	16,000.-	16,000.-
16	P-220-4.1; Crushed Miscellaneous Base	3,670	CY	22.-	80,740.-
17	P-301-6.1; Soil-Cement Base Course	27,570	SY	7.25	199,882.50
18	P-304-6.1; Cement-Treated Base Course	27,570	SY	6.80	187,476.-
19	P-401-8.1; Bituminous Pavement	4,530	TON	130.-	588,900.-
20	P-420-7.1; Asphalt Concrete Pavement, Non-Critical Areas	2,940	TON	110.-	323,400.-
21	P-501-8.1; Portland Cement Concrete Pavement	14,070	SY	102.-	1,435,140.-
22	P-620-5.1; Runway and Taxiway Painting	16,920	SF	1.-	16,920.-
23	D-701-5.1; 18" RCP (D-2500)	1,810	LF	113.-	204,530.-
24	D-701-5.2; Concrete Pipe Encasement	880	LF	125.-	110,000.-
25	D-751-5.1; Inlets	3	EA	8,000.-	24,000.-
26	T-901-5.1; Seeding	7	Acre	4,000.-	28,000.-
27	L-100-5.1; Airfield Electrical Demolition	1	LS	13,000.-	13,000.-
28	L-108-5.1; Airfield Lighting Cable	15,985	LF	1.70	27,174.50
29	L-110-5.1; One 2-inch Conduit, Direct Buried (D.B.)	6,843	LF	17.50	119,752.50

BASE BID PHASE II IMPROVEMENTS TO TAXIWAY K					
ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE (IN FIGURES)	ITEM TOTAL (IN FIGURES)
30	L-110-5.2; One 2-inch Conduit, Concrete Encased (C.E.)	530	LF	27. ✓	14,310. ✓
31	L-110-5.3; Two 4-inch Conduit, Direct Buried (D.B.)	680	LF	36. ✓	24,480. ✓
32	L-110-5.4; Two 4-inch Conduit, Concrete Encased (C.E.)	1,360	LF	45. ✓	61,200. ✓
33	L-115-5.1; Handhole	10	EA	9,200. ✓	92,000. ✓
34	L-850-4.1; Flush Runway Edge Light, Installed	2	EA	3,350. ✓	6,700. ✓
35	L-858-5.1; 5-Module Sign	2	EA	9,850. ✓	19,700. ✓
36	L-858-5.2; 4 Module Sign	5	EA	7,250. ✓	36,250. ✓
37	L-858-5.3; 3-Module Sign	4	EA	6,350. ✓	25,400. ✓
38	L-858-5.4; 2-Module Sign	3	EA	5,250. ✓	15,750. ✓
39	L-858-5.5; 1-Module Sign	1	EA	4,350. ✓	4,350. ✓
40	L-861-4.1; LED Elevated Taxiway Edge Light	43	EA	1,800. ✓	77,400. ✓
41	L-861-4.2; Elevated Runway Edge Light	2	EA	1,850. ✓	3,700. ✓
42	L-861-4.3; Remove and Reinstall Runway Edge Light	1	EA	1,400. ✓	1,400. ✓
43	L-867/868-6.1; Future Edge Light Base Can	30	EA	1,265. ✓	37,950. ✓
TOTAL AMOUNT BID				5,429,727.50	

ADDITIVE ALTERNATE A - PHASE III IMPROVEMENTS TO TAXIWAY K

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE (IN FIGURES)	ITEM TOTAL (IN FIGURES)
1	G-300-4.1a; Asphalt Pavement Milling	10,400	SY	1.60	16,640.-
2	G-300-4.2a; Portland Cement Concrete Removal	4,630	SY	82.-	379,660.-
3	G-300-4.3a; Pavement Marking Removal	390	SF	8.50	3,315.-
4	G-300-4.6a; Pulverization of Asphalt Concrete Pavement	6,770	SY	2.50	16,925.-
5	G-300-4.8a; Stockpile of Pulverized Material/Existing Base Material	15,010	SY	2.50	37,525.-
6	G-300-4.9a; Removal of Excess Stockpiled Material	540	CY	28.-	15,120.-
7	P-151-4.1a; Clearing and Grubbing	3	Acre	76,000.-	228,000.-
8	P-152-4.1a; Unclassified Excavation	6,400	CY	38.-	243,200.-
9	P-152-4.2a; Unsuitable Excavation	960	CY	30.-	28,800.-
10	P-152-4.3a; Imported Fill	280	CY	12.-	3,360.-
11	P-156-5.1a; Temporary Air and Water Pollution, Soil Erosion, and Siltation Control	1	LS	1,600.-	1,600.-
12	P-220-4.1a; Crushed Miscellaneous Base	1,350	CY	27.-	36,450.-
13	P-301-6.1a; Soil-Cement Base Course	13,440	SY	7.50	100,800.-
14	P-304-6.1a; Cement-Treated Base Course	13,440	SY	7.85	105,504.-

ADDITIVE ALTERNATE A - PHASE III IMPROVEMENTS TO TAXIWAY K					
ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE (IN FIGURES)	ITEM TOTAL (IN FIGURES)
15	P-401-8.1a; Bituminous Pavement	2,270	TON	130.-	295,100.-
16	P-420-7.1a; Asphalt Concrete Pavement, Non-Critical Areas	1,080	TON	115.-	124,200.-
17	P-501-8.1a; Portland Cement Concrete Pavement	5,470	SY	102.-	557,940.-
18	P-620-5.1a; Runway and Taxiway Painting	4,560	SF	1.20	5,472.-
19	T-901-5.1a; Seeding	3	Acre	4,000.-	12,000.-
20	L-100-5.1a; Airfield Electrical Demolition	1	LS	5,000.-	5,000.-
21	L-108-5.1a; Airfield Lighting Cable	7,360	LF	1.70	12,512.-
22	L-110-5.1a; One 2-inch Conduit, Direct Buried (D.B.)	2,340	LF	16.-	37,440.-
23	L-110-5.2a; One 2-inch Conduit, Concrete Encased (C.E.)	270	LF	32.50	8,775.-
24	L-110-5.4a; Two 4-inch Conduit, Concrete Encased (C.E.)	550	LF	50.-	27,500.-
25	L-115-5.1a; Handhole	3	EA	9,200.-	27,600.-
26	L-850-4.1a; Flush Runway Edge Light, Installed	1	EA	2,450.-	2,450.-
27	L-858-5.2a; 4 Module Sign	2	EA	7,250.-	14,500.-
28	L-858-5.3a; 3-Module Sign	2	EA	6,350.-	12,700.-
29	L-858-5.4a; 2-Module Sign	2	EA	5,250.-	10,500.-

ADDITIVE ALTERNATE A - PHASE III IMPROVEMENTS TO TAXIWAY K					
ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE (IN FIGURES)	ITEM TOTAL (IN FIGURES)
30	L-861-4.1a; LED Elevated Taxiway Edge Light	37	EA	1,525. —	56,425. —
TOTAL AMOUNT BID 2,427,013. —					

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

WWW.PLANETBIDS.COM

Grand total w/Alt + Base =
7,856,740.50

WORKERS' COMPENSATION CERTIFICATION

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

Contractor's Name:

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: July 8, 2008

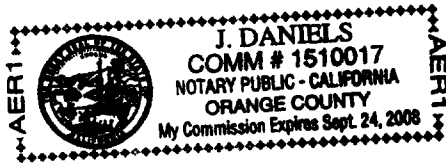
EXHIBIT "B"

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

STATE OF CALIFORNIA }
COUNTY OF ORANGE

On July 9, 2008 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: Worker's Compensation Certification

Document Date: July 8, 2008 Number of Pages: 1

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s):

Signer's Name Gary Downey Signer's Name _____

- | | | | |
|--|---|---|---|
| <input type="checkbox"/> Individual | | <input type="checkbox"/> Individual | |
| <input checked="" type="checkbox"/> Corporate Officer – Title(s) | <u>Assistant Secretary</u> | <input type="checkbox"/> Corporate Officer – Title(s) | _____ |
| <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

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: WC7-631-004125-654
 - B. Name of Insurer (NOT Broker): Liberty Mutual Insurance Co.
 - C. Address of Insurer: 114 West 47th Street, NY, NY 10036
 - D. Telephone Number of Insurer: 212 391-7500

- 2) For vehicles owned by Contractor and used in performing work under this Contract:
 - A. VIN (Vehicle Identification Number): _____
 - B. Automobile Liability Insurance Policy Number: ASA-631-004125-678
 - C. Name of Insurer (NOT Broker): Liberty Mutual Insurance
 - D. Address of Insurer: 114 West 47th Street, NY NY, 10036
 - E. Telephone Number of Insurer: (212) 391-7500

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

- 4) Estimated total number of workers to be employed on this Contract: TBD

- 5) Estimated total wages to be paid those workers: TBD

- 6) Dates (or schedule) when those wages will be paid: Weekly or
Bi Weekly
(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, the name, location of the place of business, and telephone number of each subcontractor, including minority subcontractors, who will perform work or labor or render service to the Prime Contractor in or about the construction of the Work or improvement, or a subcontractor licensed by the State of California who, under subcontract to the Prime Contractor, specially fabricates and installs a portion of the Work or improvement according to detailed drawings contained in the Plans and Specifications, in an amount in excess of 1/2 of 1 percent of the Prime Contractor's total bid or \$10,000 (whichever is greater).

<u>Name and Address of Subcontractor</u>	<u>Classification or Type of Work</u>
Name <u>PRSI</u> Address <u>PO Box 1266</u> City <u>Riverside CA 92501</u> Phone No. <u>951 682 1091</u>	<u>Cold Plane/Pulverization/Cement treat</u> Dollar Amount of Contract \$ <u>410,957.40</u> DBE / MBE / WBE / Racial Origin _____ <small>(circle one)</small> License No. <u>569352</u>
Name <u>Royal Electric</u> Address <u>8481 Cambridge</u> City <u>Sacramento CA 95828</u> Phone No. <u>916 226 2100</u>	<u>Electrical</u> Dollar Amount of Contract \$ <u>693,875.</u> DBE / MBE / WBE / Racial Origin _____ <small>(circle one)</small> License No. <u>357377</u>
Name <u>CASE Land Survey</u> Address <u>614 N. Schuff St.</u> City <u>Orange CA 92868</u> Phone No. <u>714 628 8848</u>	<u>Survey</u> Dollar Amount of Contract \$ <u>154,050.—</u> DBE / MBE / WBE / Racial Origin _____ <small>(circle one)</small> License No. <u>25411</u>
Name <u>DOSS CONST.</u> Address <u>8787 Flower Rd.</u> City <u>Rancho Cucamonga CA 91730</u> Phone No. <u>909 980 444</u>	<u>Joint Seal</u> Dollar Amount of Contract \$ <u>72,331.—</u> DBE / MBE / WBE / Racial Origin _____ <small>(circle one)</small> License No. <u>378377</u>
Name <u>Sudhakar Company</u> Address <u>1450 Fitzgerald Ave.</u> City <u>Rialto CA 92376</u> Phone No. <u>909 879 2933</u>	<u>Striping / Marking</u> Dollar Amount of Contract \$ <u>27,098.50</u> DBE / MBE / WBE / Racial Origin <u>Asian</u> <small>(circle one)</small> License No. <u>752367</u>
Name <u>Columbia's Bros.</u> Address <u>37369 Deepwood Dr.</u> City <u>Murrieta CA 92562</u> Phone No. <u>951 600 1751</u>	<u>Stormdrain Structures</u> Dollar Amount of Contract \$ <u>17,400.7</u> DBE / MBE / WBE / Racial Origin <u>Hispanic</u> <small>(circle one)</small> License No. <u>784171</u>

LIST OF SUBCONTRACTORS

The Bidder shall set forth hereon, the name, location of the place of business, and telephone number of each subcontractor, including minority subcontractors, who will perform work or labor or render service to the Prime Contractor in or about the construction of the Work or improvement, or a subcontractor licensed by the State of California who, under subcontract to the Prime Contractor, specially fabricates and installs a portion of the Work or improvement according to detailed drawings contained in the Plans and Specifications, in an amount in excess of 1/2 of 1 percent of the Prime Contractor's total bid or \$10,000 (whichever is greater).

Name and Address of Subcontractor

Classification or Type of Work

Name CPR TRUCKING
 Address 12825 Arroyo St
 City Sylmar CA 91342
 Phone No. 818 837 8332

Trucking
 Dollar Amount of Contract \$ 300,000
 (DBE) MBE / WBE / Racial Origin Hispanic
(circle one)
 License No. _____

Name _____
 Address _____
 City _____
 Phone No. _____

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

Name _____
 Address _____
 City _____
 Phone No. _____

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

Name _____
 Address _____
 City _____
 Phone No. _____

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

Name _____
 Address _____
 City _____
 Phone No. _____

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

Name _____
 Address _____
 City _____
 Phone No. _____

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

APPENDIX "A"

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)	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

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.

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:

(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: _____
(Deputy Director, Sales and Use Tax Department)

Date: _____

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

THIS FORM MAY BE REPRODUCED

NOTICE TO INDIVIDUALS REGARDING INFORMATION FURNISHED TO THE BOARD OF EQUALIZATION

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

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

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

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

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

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

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

CALIFORNIA STATE BOARD OF EQUALIZATION
 USE TAX DIRECT PAYMENT PERMIT



ACCOUNT NUMBER

DRAFT

THIS PERMIT DOES NOT AUTHORIZE THE HOLDER TO ENGAGE IN 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 70513 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 40001-40270; Hazardous Substances Tax, Sections 43001-43651; Integrated Waste Management Fee, Sections 45001-45987; 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 information is used for 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.