



Robert E. Shannon  
City Attorney of Long Beach  
333 West Ocean Boulevard  
Long Beach, California 90802-4664  
Telephone (562) 570-2200

1 California," attached hereto as Exhibit "A".

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

5 3. CONTRACT DOCUMENTS. The Contract Documents include: The  
6 Notice Inviting Bids, Plans & Specifications No. R-6710 (which may include by reference  
7 the Standard Specifications for Public Works Construction, latest edition, and any  
8 supplements thereto, collectively the "Standard Specifications"); the City of Long Beach  
9 Standard Plans; Plans and Drawings No. C-5677 for this work; the California Code of  
10 Regulations; the various Uniform Codes applicable to trades; the prevailing wage rates;  
11 Instructions to Bidders; the Bid; the bid security; the City of Long Beach Disadvantaged,  
12 Minority and Women-Owned Business Enterprise Program; this Contract and all  
13 documents attached hereto or referenced herein including but not limited to insurance;  
14 Bond for Faithful Performance; Payment Bond; Notice to Proceed; Notice of Completion;  
15 any addenda or change orders issued in accordance with the Standard Specifications; any  
16 permits required and issued for the work; approved final design drawings and documents;  
17 and the Information Sheet. These Contract Documents are incorporated herein by the  
18 above reference and form a part of this Contract.

19 Notwithstanding Section 2-5.2 of the Standard Specifications, if any conflict  
20 or inconsistency exists or develops among or between Contract Documents, the following  
21 priority shall govern: 1) Change Orders; 2) this Contract; 3) Permit(s) from other public  
22 agencies; 4) Plans & Specifications No. R-6710; 5) Addenda; 6) Plans and Drawings No.  
23 C-5677; 7) the City of Long Beach Standard Plans; 8) Standard Specifications; 9) other  
24 reference specifications; 10) other reference plans; 11) the bid; and 12) the Notice Inviting  
25 Bids.

26 4. TIME FOR CONTRACT. Contractor shall commence work on a date to  
27 be specified in a written "Notice to Proceed" from City and shall complete all work within  
28 One Hundred (100) working days thereafter, subject to strikes, lockouts and events beyond

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1 the control of Contractor. Time is of the essence hereunder. City will suffer damage if the  
2 work is not completed within the time stated, but those damages would be difficult or  
3 impractical to determine. So, Contractor shall pay to City, as liquidated damages, the  
4 amount stated in the Contract Documents.

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

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

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

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

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

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

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

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

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

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

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1                   13. NOTICES.

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

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

11                   14. BONDS. Contractor shall, simultaneously with the execution of this  
12 Contract, execute and deliver to City a good and sufficient corporate surety bond, in the  
13 form attached hereto and in the amount specified therein, conditioned upon the faithful  
14 performance of this Contract by Contractor, and a good and sufficient corporate surety  
15 bond, in the form attached hereto and in the amount specified therein, conditioned upon  
16 the payment of all labor and material claims incurred in connection with this Contract.

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

23                   16. CERTIFIED PAYROLL RECORDS. Contractor shall keep and cause  
24 each subcontractor to keep an accurate payroll record in accordance with Division 2, Part  
25 7, Article 2 of the California Labor Code. Contractor's failure to furnish such record to City  
26 in the manner provided herein for notices shall entitle City to withhold the penalty  
27 prescribed by law from progress payments due to Contractor.

28                   17. RESPONSIBILITY OF CONTRACTOR. Notwithstanding anything to the

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

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

11 19. TAXES AND TAX REPORTING.

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

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

27 In completing the form and obtaining the permit(s), Contractor shall use the  
28 address of the Work site as its business address and may use any address for its mailing

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

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

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

17 21. AUDIT. If payment of any part of the consideration for this Contract is  
18 made with federal, state or county funds and a condition to the use of those funds by City  
19 is a requirement that City render an accounting or otherwise account for said funds, then  
20 City shall have the right at all reasonable times to examine, audit, inspect, review, extract  
21 information from, and copy all books, records, accounts and other information relating to  
22 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 that  
25 no special precautions are required to perform said work.

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

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1 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 and  
11 City shall not have any duty to inspect, correct, warn of or investigate any condition arising  
12 from Contractor's work hereunder, or to insure compliance with laws, rules or regulations  
13 relating to said work. If City does inspect or investigate, the results thereof shall not be  
14 deemed compliance with or a waiver of any requirements of the Contract Documents.

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

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

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

24           29. NONDISCRIMINATION. In connection with performance of this Contract  
25 and subject to federal laws, rules and regulations, Contractor shall not discriminate in  
26 employment or in the performance of this Contract on the basis of race, religion, national  
27 origin, color, age, sex, sexual orientation, AIDS, HIV status, handicap or disability. It is the  
28 policy of City to encourage the participation of Disadvantaged, Minority and Women-

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1 Owned Business Enterprises, and City encourages Contractor to use its best efforts to  
2 carry out this policy in the award of all subcontracts.

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

14 IN WITNESS WHEREOF, the parties have caused this document to be duly

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executed with all formalities required by law as of the date first stated above.

CSI ELECTRICAL CONTRACTORS, INC., a California corporation

Dec. 7<sup>th</sup>, 2006

By [Signature]  
President

STEVEN M WATTS  
(Type or Print Name)

\_\_\_\_\_, 2006

By [Signature]  
Secretary

DILL MAENIDER  
(Type or Print Name)

"Contractor"

CITY OF LONG BEACH, a municipal corporation

1.19, 2007

By [Signature]  
City Manager

"City"

This Contract is approved as to form on \_\_\_\_\_ 1/2, 2007.

ROBERT E. SHANNON, City Attorney

By [Signature]  
Deputy

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# EXHIBIT “A”

BIDDER'S NAME:

CSI Electrical Contractors, Inc.

BID FOR

TRAFFIC CONTROL SIGNAL INSTALLATION  
AT THE PARK AVENUE AT 10<sup>TH</sup> STREET/DEUKMEJIAN DRIVE INTERSECTION  
IN THE CITY OF LONG BEACH, CALIFORNIA

In accordance with the Notice Inviting Bids for the above titled work in the City of Long Beach, California, a copy of which is attached hereto and is made a part hereof, to be opened on Wednesday, August 23rd, 2006, at 10:00 a.m., we offer to furnish all necessary labor, tools, materials, appliances and equipment for and perform all work mentioned in said Notice Inviting Bids, in full compliance with Plans & Specifications No. R-6710 at the following prices:

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE (IN FIGURES)	ITEM TOTAL (IN FIGURES)
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NEW TRAFFIC SIGNAL

1.	Traffic control signal installation: Park Avenue at 10 <sup>th</sup> Street/ Deukmejian Drive	1	LS		<u>\$141,500<sup>00</sup></u>
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CONCRETE REMOVAL AND REPLACEMENT

2.	PCC Removal	1000	SF	<u>\$ 3<sup>20</sup></u>	<u>\$ 3,200<sup>00</sup></u>
3.	PCC Replacement	1000	SF	<u>\$ 6<sup>80</sup></u>	<u>\$ 6,800<sup>00</sup></u>
4.	Construct PCC Sidewalk	1,577	SF	<u>\$ 7<sup>20</sup></u>	<u>\$ 11,354<sup>40</sup></u>

TOTAL AMOUNT BID (IN FIGURES) \$ 162,854.<sup>40</sup>

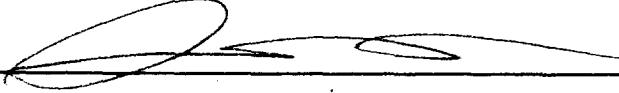
**BIDDER'S NAME:**

CSI Electrical Contractors, Inc.

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

Green Sheet

**BIDDER'S SIGNATURE:**



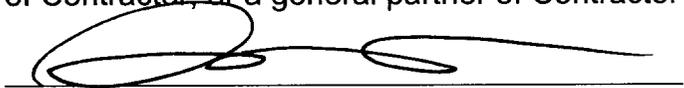
**WORKERS' COMPENSATION CERTIFICATION**

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:

CSI ELECTRICAL CONTRACTORS, INC.

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



Title: President

Date: 12/7/06

**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: WC 0005989021
- B. Name of Insurer (NOT Broker): ZURICH OF NORTH AMERICA
- C. Address of Insurer: ZURICH, 8712 INNOVATION WAY, CHICAGO, IL  
60682-0087
- D. Telephone Number of Insurer: 800 332-6641

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: 54042541
- C. Name of Insurer (NOT Broker): TRAVELERS
- D. Address of Insurer: 301 E COLORADO BLVD STE 200, PASADENA, CA  
91101
- E. Telephone Number of Insurer: (626) 449-0301 (800) 252-2268

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: 600 HRS
- 5) Estimated total wages to be paid those workers: 19,800.00
- 6) Dates (or schedule) when those wages will be paid: 20 WEEKS

(Describe schedule: For example, weekly or every other week or monthly)

- 7) Estimated total number of independent contractors to be used on this Contract: 3  
(Attach a list of contractor's license numbers with the names, if known)

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

EXHIBIT "C"

# EXHIBIT “D”

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>B+T Works</u> Address <u>23905 Clinton Keith Rd.</u> City <u>Wildomar, 92595 Ca.</u> Phone No. <u>951-775-6617</u>	<u>Concrete Work</u> Dollar Amount of Contract \$ <u>#19,750<sup>00</sup></u> DBE / MBE / WBE / Racial Origin _____ <small>(circle one)</small> License No. <u>784833</u> <u>A-C12</u>
Name <u>Sudhakar Company, Int</u> Address <u>1441 N. Central Park Ave</u> City <u>Anaheim, Ca. 92802</u> Phone No. <u>714-563-2765</u>	<u>Signing &amp; Striping</u> Dollar Amount of Contract \$ <u>#5,510<sup>00</sup></u> DBE / MBE / WBE / Racial Origin _____ <small>(circle one)</small> License No. <u>752367</u> <u>A, B, Haz AB5</u>
Name <u>Loop Masters, Inc.</u> Address <u>4740 E. Bryson St.</u> City <u>Anaheim, Ca. 92807</u> Phone No. <u>714-630-8894</u>	<u>Loop Masters</u> Dollar Amount of Contract \$ <u>#4320<sup>00</sup></u> DBE / MBE / WBE / Racial Origin _____ <small>(circle one)</small> License No. <u>755319</u> <u>C-10</u>
Name _____ Address _____ City _____ Phone No. _____	Dollar Amount of Contract \$ _____ DBE / MBE / WBE / Racial Origin _____ <small>(circle one)</small> License No. _____
Name _____ Address _____ City _____ Phone No. _____	Dollar Amount of Contract \$ _____ DBE / MBE / WBE / Racial Origin _____ <small>(circle one)</small> License No. _____
Name _____ Address _____ City _____ Phone No. _____	Dollar Amount of Contract \$ _____ DBE / MBE / WBE / Racial Origin _____ <small>(circle one)</small> License No. _____

APPENDIX "A"

BOE-400-DP (FRONT) REV 1. (10-01)  
**APPLICATION FOR  
 USE TAX DIRECT PAYMENT PERMIT**

STATE OF CALIFORNIA  
 BOARD OF EQUALIZATION

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

**SECTION I - BUSINESS INFORMATION**

NAME OF BUSINESS OR GOVERNMENTAL ENTITY		SALES/USE TAX PERMIT NUMBER
BUSINESS ADDRESS (street)		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
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3. BUSINESS ADDRESS	6. BUSINESS ADDRESS
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**SECTION III - CERTIFICATION STATEMENT**

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

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

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

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

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

SIGNATURE	TITLE
NAME (typed or printed)	DATE

(See reverse side for general information and filing instructions)

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

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

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

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

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

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

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

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

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

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

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

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

# 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

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## 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<sup>1</sup> 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.

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<sup>1</sup>All references are to the California Revenue and Taxation Code unless otherwise indicated.

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CALIFORNIA STATE BOARD OF EQUALIZATION  
**USE TAX DIRECT PAYMENT PERMIT**



ACCOUNT NUMBER

**DRAFT**

THIS PERMIT DOES NOT AUTHORIZE THE HOLDER TO ENGAGE IN ANY BUSINESS CONTRARY TO LAWS REGULATING THAT BUSINESS OR TO POSSESS OR OPERATE ANY ILLEGAL DEVICE.

IS HEREBY AUTHORIZED PURSUANT TO SALES AND USE TAX LAW SECTION 7051 J 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.

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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.

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\*All references are to the California Revenue and Taxation Code, unless otherwise indicated

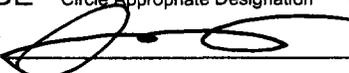
**City of Long Beach Minority and Women Owned Business Enterprise  
(MBE/WBE) Program**

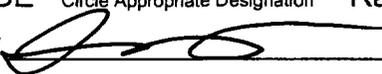
A. **If the Bidder is a MBE or WBE**, the following work will be performed on this project by the Bidder's work force which has a dollar value of . . . \$ \_\_\_\_\_

MBE    WBE    Circle Appropriate Designation    Racial Origin:

Certified by \_\_\_\_\_ \* Valid thru \_\_\_\_\_

B. **\*\* The following MBEs/WBEs are proposed subcontractors on this project:**

1.    Company Name: **SUDHAKAR COMPANY**  
      Type of Work to be Performed: **SIGNING**  
       MBE     WBE    Circle Appropriate Designation    Racial Origin: **EASTERN ASIAN**  
      Certified by  \* Valid thru:  
      Dollar Value of Participation . . . . . \$ **5,510.00**

2.    Company Name: **LOOP MASTERS, INC.**  
      Type of Work to be Performed: .  
       MBE     WBE    Circle Appropriate Designation    Racial Origin: **ASIAN**  
      Certified by  \* Valid thru:  
      Dollar Value of Participation . . . . . \$ **4,320.00**

3.    Company Name:  
      Type of Work to be Performed:  
      MBE    WBE    Circle Appropriate Designation    Racial Origin:  
      Certified by \_\_\_\_\_ \* Valid thru:  
      Dollar Value of Participation . . . . . \$ \_\_\_\_\_

4.    Company Name:  
      Type of Work to be Performed:  
      MBE    WBE    Circle Appropriate Designation    Racial Origin:  
      Certified by \_\_\_\_\_ \* Valid thru:  
      Dollar Value of Participation . . . . . \$ \_\_\_\_\_

5.    Company Name:  
      Type of materials or supplies to be purchased:  
  
      MBE    WBE    Circle Appropriate Designation    Racial Origin:  
      Certified by \_\_\_\_\_ \* Valid thru:  
      Dollar Value of Material or Supplies to be Purchased  
      \$ \_\_\_\_\_

BOND FOR FAITHFUL PERFORMANCE

Bond #546-68-20  
Premium: \$1,995.00

KNOW ALL MEN BY THESE PRESENTS: That we CSI ELECTRICAL CONTRACTORS, INC., as PRINCIPAL, and Great American Insurance Company, located at 750 The City Drive So. #300 Orange, CA 92868

, a corporation, incorporated under the laws of the State of Ohio 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 ONE HUNDRED SIXTY TWO THOUSAND EIGHT HUNDRED FIFTY FOUR DOLLARS AND FORTY CENTS (\$162,854.40), 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 Traffic Control Signal Installation at the Park Avenue and 10<sup>th</sup> Street/Deukmejian Drive Intersection in the City of Long Beach 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<sup>th</sup> day of December, 2006.

CSI Electrical Contractors, Inc.

CONTRACTOR/PRINCIPAL

By: [Signature]

Name: BILL MACNIDER

Title: SECRETARY / CFO

By: [Signature]

Name: CRAGG EPPERLY

Title: VP FIELD OPERATIONS

Great American Insurance Company

SURETY admitted in California

By: [Signature]

Name: Robert W. Bader

Title: Attorney-in-Fact

Telephone: 714-740-3362

Approved as to form this 16<sup>th</sup> day of January, 2006.

ROBERT E. SHANNON, City Attorney

By: [Signature]

Deputy

Approved as to sufficiency this 17<sup>th</sup> day of January, 2006.

By: [Signature]

City Manager/City Engineer / Risk Manager

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.

LAC:bg  
06-06054

L:\APPS\CtyLaw32\WPDOCS\0020\0005\00097007.WPD

Jurat dated 01/15/07 attached hereto

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

State of California

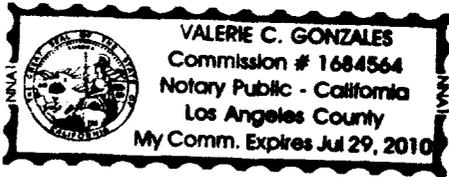
County of Los Angeles

On 12/20/06 before me, Valerie C. Gonzales  
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared Robert W. Bader  
Name(s) of Signer(s)

personally known to me

(or 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.

WITNESS my hand and official seal.

Valerie C. Gonzales  
Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

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

**Description of Attached Document**

Title or Type of Document: CSI Electrical Contractors Inc.; Performance Bond

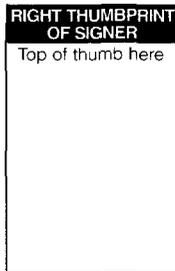
Document Date: December 20, 2006 Number of Pages: \_\_\_\_\_

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

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

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

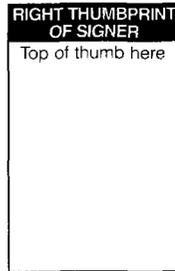
- Individual
- Corporate Officer — Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_



Signer Is Representing: \_\_\_\_\_

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

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



Signer Is Representing: \_\_\_\_\_

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

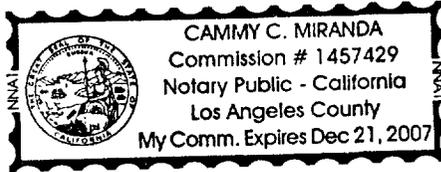
State of California }  
County of Los Angeles } ss.

On 1/15/07 before me, Cammy C. Miranda, Notary Public  
Date Name and Title of Officer (e.g., Jane Doe, Notary Public)  
personally appeared Craig Epperly and William Macnider

Name(s) of Signer(s)

- personally known to me
- 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.



WITNESS my hand and official seal.

Cammy C. Miranda  
Signature of Notary Public

Cammy C. Miranda

**OPTIONAL**

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

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_

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

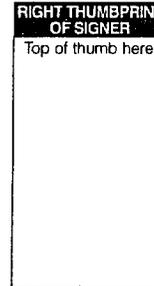
Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer**

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

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

Signer Is Representing: \_\_\_\_\_



LABOR AND MATERIAL BOND

Bond #546-68-20  
Premium: Included

KNOW ALL MEN BY THESE PRESENTS: That we CSI ELECTRICAL CONTRACTORS, INC., as PRINCIPAL, and Great American Insurance Company, located at 750 The City Drive So. #300 Orange, CA 92868, a corporation, incorporated under the laws of the State of Ohio, 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 ONE HUNDRED SIXTY TWO THOUSAND EIGHT HUNDRED FIFTY FOUR DOLLARS AND FORTY CENTS (\$162,854.40), 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 Traffic Control Signal Installation at the Park Avenue and 10<sup>th</sup> Street/Deukmejian Drive Intersection in the City of Long Beach 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 20th day of December, 2006.

CSI Electrical Contractors, Inc.

CONTRACTOR/PRINCIPAL

By:

Bill MacNider

Name:

BILL MACNIDER

Title:

SECRETARY / CFO

By:

Craig Eppanly

Name:

CRAG EPPANLY

Title:

V.P. FIELD OPERATIONS

Approved as to form this 16<sup>th</sup> day of January, 2006.

ROBERT E. SHANNON, City Attorney

By: Ann A. Conway  
Deputy

Jurat dated 1/15/07 attached hereto

Great American Insurance Company

SURETY, admitted in California

By:

Robert W. Bader

Name:

Robert W. Bader

Title:

Attorney-in-Fact

Telephone:

714-740-3362

Approved as to sufficiency this 17<sup>th</sup> day of January, 2006.

By: Michael Allen  
City Manager/City Engineer/Risk Manager

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.

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

State of California

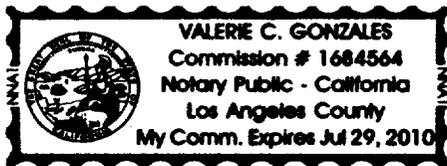
County of Los Angeles

On 12/20/06 before me, Valerie C. Gonzales  
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared Robert W. Bader  
Name(s) of Signer(s)

personally known to me

(or 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.

WITNESS my hand and official seal.

Place Notary Seal Above

Valerie C. Gonzales  
Signature of Notary Public

**OPTIONAL**

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

**Description of Attached Document**

Title or Type of Document: CSI Electrical Contractors Inc. Labor Material Bond

Document Date: December 20, 2006 Number of Pages: \_\_\_\_\_

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

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

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

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

RIGHT THUMBPRINT OF SIGNER

Top of thumb here

Signer Is Representing: \_\_\_\_\_

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

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

RIGHT THUMBPRINT OF SIGNER

Top of thumb here

Signer Is Representing: \_\_\_\_\_

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

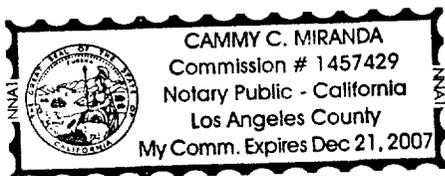
State of California }  
County of Los Angeles } ss.

On 1/15/2007 before me, Cammy C, Miranda, Notary Public  
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared Craig Ropperly and William Macnider  
Name(s) of Signer(s)

- personally known to me
- 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.



WITNESS my hand and official seal.

Cammy C Miranda  
Signature of Notary Public  
Cammy C. Miranda

**OPTIONAL**

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**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_

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

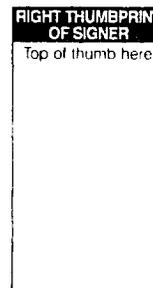
Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer**

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

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

Signer Is Representing: \_\_\_\_\_



# GREAT AMERICAN INSURANCE COMPANY®

Administrative Office: 580 WALNUT STREET • CINCINNATI, OHIO 45202 • 513-369-5000 • FAX 513-723-2740

The number of persons authorized by  
this power of attorney is not more than FOUR

No. 0 14270

## POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the GREAT AMERICAN INSURANCE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Ohio, does hereby nominate, constitute and appoint the person or persons named below its true and lawful attorney-in-fact, for it and in its name, place and stead to execute in behalf of the said Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; provided that the liability of the said Company on any such bond, undertaking or contract of suretyship executed under this authority shall not exceed the limit stated below.

Name	Address	Limit of Power
ROBERT W. BADER MARIE HALL RENE BRANCHEAU DANIEL J. McGANN	ALL OF PASADENA, CALIFORNIA	ALL \$75,000,000.00

This Power of Attorney revokes all previous powers issued in behalf of the attorney(s)-in-fact named above.

IN WITNESS WHEREOF the GREAT AMERICAN INSURANCE COMPANY has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 27<sup>th</sup> day of, APRIL, 2006.

Attest

GREAT AMERICAN INSURANCE COMPANY

STATE OF OHIO, COUNTY OF HAMILTON - ss:

\_\_\_\_\_  
DAVID C. KITCHIN (513-369-3811)

On this 27<sup>th</sup> day of APRIL, 2006, before me personally appeared DAVID C. KITCHIN, to me known, being duly sworn, deposes and says that he resides in Cincinnati, Ohio, that he is the Divisional Senior Vice President of the Bond Division of Great American Insurance Company, the Company described in and which executed the above instrument; that he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto by like authority.

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of Great American Insurance Company by unanimous written consent dated March 1, 1993.

*RESOLVED: That the Division President, the several Division Vice Presidents and Assistant Vice Presidents, or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.*

*RESOLVED FURTHER: That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract or suretyship, or other written obligation in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.*

## CERTIFICATION

I, RONALD C. HAYES, Assistant Secretary of Great American Insurance Company, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of March 1, 1993 have not been revoked and are now in full force and effect.

Signed and sealed this 20<sup>th</sup> day of, December, 2006

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