

1 Belmont Veterans Memorial Pier in the City of Long Beach, California," attached
2 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-6661 (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-4353 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-6661; 5)
26 Addenda; 6) Plans and Drawings No. B-4353; 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 one hundred eighty (180) 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.

1 16. CERTIFIED PAYROLL RECORDS.

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

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

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

24 17. RESPONSIBILITY OF CONTRACTOR. Notwithstanding anything to
25 the contrary in the Standard Specifications, Contractor shall have the responsibility, care
26 and custody of the work. If any loss or damage occurs to the work that is not covered by
27 collectible commercial insurance, excluding loss or damage caused by earthquake or
28 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, gender identity, AIDS, HIV
3 status, handicap or disability. It is the policy of the City to encourage the participation of
4 Disadvantaged, Minority and Women-Owned Business Enterprises, and the City
5 encourages Contractor to use its best efforts to carry out this policy in the award of all
6 subcontracts.

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

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

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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.

DUTRA CONSTRUCTION CO., INC., a California corporation

March 9, _____, 2009

By [Signature]
President
HARRY K. STEWART
Type or Print Name

March 9, _____, 2009

By [Signature]
Secretary
LELAND R. SELNA, JR.
Type or Print Name

"Contractor"

CITY OF LONG BEACH, a municipal corporation

April 6, 2009

By [Signature]
Assistant City Manager
City Manager

"City"

REMOVED PURSUANT TO SECTION 301 OF THE CITY CHARTER.

This Contract is approved as to form on March 20,

2009.

ROBERT E. SHANNON, City Attorney

By [Signature]
Deputy

EXHIBIT “A”

Contractor’s Bid

BIDDER'S NAME: DUTRA CONSTRUCTION CO., INC.

**BID FOR THE IMPROVEMENT OF
THE AQUALINK LANDING AT BELMONT VETERANS MEMORIAL PIER
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 November 12th, 2008, at 10:00 a.m., we propose 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-6661 at the following prices:

BASE BID ITEMS

| ITEM NO. | ITEM DESCRIPTION | ESTIMATED QUANTITY | UNIT | UNIT PRICE (IN FIGURES) | ITEM TOTAL (IN FIGURES) |
|----------|--|--------------------|------|-------------------------|-------------------------|
| 1. | Mobilization and Demobilization | 1 | LS | \$ 115,000 - | \$ 115,000 |
| 2. | Demolition and Removal | 1 | LS | \$ 111,000 | \$ 111,000 |
| 3. | Fixed Access Platforms (3) | 392 | SF | \$ 175 - | \$ 68,600 |
| 4. | Steel Pipe Pile (24-inch) | 60 | LF | \$ 665 - | \$ 39,900 |
| 5. | Steel Pipe Pile (20-inch) | 254 | LF | \$ 190 - | \$ 48,260 |
| 6. | Aluminum Gangways and Ramps | 251 | LF | \$ 700 - | \$ 175,700 |
| 7. | Aluminum Staircase, Existing Mid-Level Access Fixed Platform to New Fixed Platform | 1 | LS | \$ 23,000 | \$ 23,000 |

| ITEM NO. | ITEM DESCRIPTION | ESTIMATED QUANTITY | UNIT | UNIT PRICE (IN FIGURES) | ITEM TOTAL (IN FIGURES) |
|------------------------------|--------------------------------|--------------------|------|-------------------------|-------------------------|
| 8. | Floating Dock System | 1 | LS | \$ 520,000 | \$ 520,000 |
| 9. | Hoist Assembly | 1 | LS | \$ 40,000 | \$ 40,000- |
| 10. | Electrical Distribution System | 1 | LS | \$ 76,700. | \$ 76,700- |
| 11. | Firewater System | 1 | LS | \$ 55,000. | \$ 55,000- |
| TOTAL AMOUNT BASE BID | | | | | \$ 1,273,160 |

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

CITY OF LONG BEACH WEBSITE

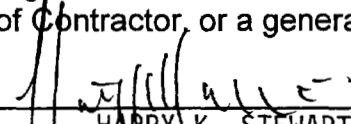
WORKERS' COMPENSATION CERTIFICATION

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:

DUTRA CONSTRUCTION CO., INC.

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


HARRY K. STEWART

Title: PRESIDENT

Date: March 9, 2009

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: _____
 - B. Name of Insurer (**NOT** Broker): _____
 - C. Address of Insurer: _____
 - D. Telephone Number of Insurer: _____

- 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: _____
 - C. Name of Insurer (**NOT** Broker): _____
 - D. Address of Insurer: _____
 - E. Telephone Number of Insurer: _____

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

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

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

- 6) Dates (or schedule) when those wages will be paid: _____

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

- 8) Taxpayer's Identification Number: _____

EXHIBIT "C"

EXHIBIT “D”

List of Subcontractors:

LIST OF SUBCONTRACTORS

7. 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 POUR CONCRETE CUTTING & REMOVAL INC.

Address 3839 CALIFORNIA AVE

Dollar Amount of Contract \$ 2,000.00

City LONG BEACH, CA. 90807

DBE / MBE / WBE / Racial Origin _____
(circle one)

Phone No. 562-424-4696

License No. NA

Name ~~CEI CONSTRUCTION
DIV. OF CRESCENDO ELECTRONICS INC.~~

Address ~~3950 ROSE ST~~

Dollar Amount of Contract \$ _____

City ~~SEAL BEACH, CA, 90740~~ HKS

DBE / MBE / WBE / Racial Origin _____
(circle one)

Phone No. ~~562-243-0646~~

License No. _____

Name ~~BEARD ELECTRIC~~

Address ~~1924 MARYON AVE~~ HKS

Dollar Amount of Contract \$ _____

City ~~SANTE FE SPRINGS, CA, 90630~~

DBE / MBE / WBE / Racial Origin _____
(circle one)

Phone No. ~~562-802-1800~~

License No. _____

Name ~~DYNALECTRIC~~

Address ~~705 FRONT ST~~

Dollar Amount of Contract \$ 90,345-

City ~~SAN PEDRO, CA, 90731~~

DBE / MBE / WBE / Racial Origin _____
(circle one)

Phone No. ~~310-514-9895~~

License No. 550173

Name ~~PARKER DIVING SERVICE~~ HKS

Address ~~1651 SEABRIGHT AVE~~

Dollar Amount of Contract \$ _____

City ~~LONG BEACH, CA, 90802~~

DBE / MBE / WBE / Racial Origin _____
(circle one)

Phone No. ~~562-436-2701~~

License No. _____

Name ~~AMERICAN MARINE CORP~~

Address ~~1500 BARRACUDA ST~~

Dollar Amount of Contract \$ 18,400.00

City ~~TERMINAL ISLAND, CA, 90731~~

DBE / MBE / WBE / Racial Origin _____
(circle one)

Phone No. ~~310 547 0919~~

License No. 741383

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>Advance mechanical</u> | <u>mechanical (portion)</u> |
| Address <u>1456 E. Hill St.</u> | Dollar Amount of Contract \$ <u>52,209</u> |
| City <u>Signal Hill, CA 90755</u> | DBE / MBE / WBE / Racial Origin _____ <small>(circle one)</small> |
| Phone No. <u>(562) 426-1725</u> | License No. <u>262042</u> |
| Name _____ | _____ |
| Address _____ | Dollar Amount of Contract \$ _____ |
| City _____ | DBE / MBE / WBE / Racial Origin _____ <small>(circle one)</small> |
| Phone No. _____ | License No. _____ |
| Name _____ | _____ |
| Address _____ | Dollar Amount of Contract \$ _____ |
| City _____ | DBE / MBE / WBE / Racial Origin _____ <small>(circle one)</small> |
| Phone No. _____ | License No. _____ |
| Name _____ | _____ |
| Address _____ | Dollar Amount of Contract \$ _____ |
| City _____ | DBE / MBE / WBE / Racial Origin _____ <small>(circle one)</small> |
| Phone No. _____ | License No. _____ |
| Name _____ | _____ |
| Address _____ | Dollar Amount of Contract \$ _____ |
| City _____ | DBE / MBE / WBE / Racial Origin _____ <small>(circle one)</small> |
| Phone No. _____ | License No. _____ |

Premium is for Contract Term and is Subject to Adjustment Based on Final Contract Price

BOND FOR FAITHFUL PERFORMANCE

KNOW ALL MEN BY THESE PRESENTS: That we, DUTRA CONSTRUCTION CO., INC., as PRINCIPAL, and Safeco Insurance Company of America, located at Safeco Plaza, Seattle, WA 98185, a corporation, incorporated under the laws of the State of Washington, 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 MILLION TWO HUNDRED SEVENTY-THREE THOUSAND ONE HUNDRED SIXTY DOLLARS (\$1,273,160.00), 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 Improvement of the Aqualink Landing at Belmont Veterans Memorial Pier 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 9th day of March, 2009.

Dutra Construction Co., Inc. Contractor

By: [Signature] Name: Harry K. Stewart Title: President

By: [Signature] Name: Leland R. Selna, Jr. Title: Secretary



Safeco Insurance Company of America SURETY, admitted in California

By: [Signature] Name: Jana B. Pilgard Title: Attorney in Fact

Telephone: Ed Campos (925) 969-2183

Approved as to form this 20th day of March, 2009.

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

Approved as to sufficiency this 18 day of March, 2009.

By: [Signature] City Manager/City Engineer

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

ACKNOWLEDGMENT

State of California
County of Placer)

On March 9, 2009 before me, Kathy Rangel, Notary Public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature Kathy Rangel (Seal)



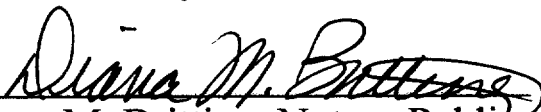
CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

STATE OF CALIFORNIA} SS
COUNTY OF MARIN}

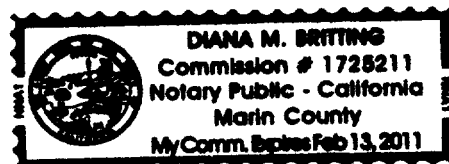
On March 9, 2009, before me, **Diana M. Britting**, a Notary Public, personally appeared **Harry K. Stewart and Leland R. Selna, Jr.**, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) ~~is~~ are subscribed to the within instrument and acknowledged to me that ~~he/she~~ they executed the same in ~~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.


Diana M. Britting, Notary Public

Commission Expiration Date: February 13, 2011



Premium is for Contract Term and is Subject to Adjustment Based on Final Contract Price

LABOR AND MATERIAL BOND

KNOW ALL MEN BY THESE PRESENTS: That we, DUTRA CONSTRUCTION CO., INC., as PRINCIPAL, and Safeco Insurance Company of America, located at Safeco Plaza, Seattle, WA 98185, a corporation, incorporated under the laws of the State of Washington, admitted as a surety in the State of California, and authorized to transact business in the State of California, as SURETY, are held and firmly bound unto the CITY OF LONG BEACH, a municipal corporation, in the sum of ONE MILLION TWO HUNDRED SEVENTY-THREE THOUSAND ONE HUNDRED SIXTY DOLLARS (\$1,273,160.00), 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 Improvement of the Aqualink Landing at Belmont Veterans Memorial Pier and is required by law and by said City to give this bond in connection with the execution of said contract;

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

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

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

IN WITNESS WHEREOF, the above-named Principal and Surety have executed, or caused to be executed, this instrument with all of the formalities required by law on this 9th day of March, 2009.

Dutra Construction Co., Inc. Contractor

By: [Signature] Name: Harry K. Stewart Title: President

By: [Signature] Name: Leland R. Selna, Jr. Title: Secretary



Safeco Insurance Company of America SURETY, admitted in California

By: [Signature] Name: Jana B. Pilgard Title: Attorney in Fact

Telephone: Ed Campos (925) 969-2183

Approved as to form this 20th day of March, 2009.

ROBERT E. SHANNON, City Attorney

By: [Signature] Deputy City Attorney

Approved as to sufficiency this 18 day of March, 2009.

By: [Signature] City Manager/City Engineer

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

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(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature Kathy Rangel (Seal)





POWER OF ATTORNEY

Safeco Insurance Company of America
General Insurance Company of America
1001 4th Avenue
Suite 1700
Seattle, WA 98154

No. 13401

KNOW ALL BY THESE PRESENTS:

That SAFECO INSURANCE COMPANY OF AMERICA and GENERAL INSURANCE COMPANY OF AMERICA, each a Washington corporation, does each hereby appoint

*****DONA LISA BUSCHMANN; J. BUSCHMANN; SUSAN FOURNIER; JANA B. PILGARD; KATHY RANGEL; ROBERT D. LAUX: Roseville, CA*****

its true and lawful attorney(s)-in-fact, with full authority to execute on its behalf fidelity and surety bonds or undertakings and other documents of a similar character issued in the course of its business, and to bind the respective company thereby.

IN WITNESS WHEREOF, SAFECO INSURANCE COMPANY OF AMERICA and GENERAL INSURANCE COMPANY OF AMERICA have each executed and attested these presents

this 21st day of January 2009

Dexter R. Legg

TAMIKOLAJEWSKI

Dexter R. Legg, Secretary

Timothy A. Mikolajewski, Vice President

CERTIFICATE

Extract from the By-Laws of SAFECO INSURANCE COMPANY OF AMERICA and of GENERAL INSURANCE COMPANY OF AMERICA:

"Article V, Section 13. - FIDELITY AND SURETY BONDS ... the President, any Vice President, the Secretary, and any Assistant Vice President appointed for that purpose by the officer in charge of surety operations, shall each have authority to appoint individuals as attorneys-in-fact or under other appropriate titles with authority to execute on behalf of the company fidelity and surety bonds and other documents of similar character issued by the company in the course of its business... On any instrument making or evidencing such appointment, the signatures may be affixed by facsimile. On any instrument conferring such authority or on any bond or undertaking of the company, the seal, or a facsimile thereof, may be impressed or affixed or in any other manner reproduced; provided, however, that the seal shall not be necessary to the validity of any such instrument or undertaking."

Extract from a Resolution of the Board of Directors of SAFECO INSURANCE COMPANY OF AMERICA and of GENERAL INSURANCE COMPANY OF AMERICA adopted July 28, 1970.

"On any certificate executed by the Secretary or an assistant secretary of the Company setting out,

- (i) The provisions of Article V, Section 13 of the By-Laws, and
(ii) A copy of the power-of-attorney appointment, executed pursuant thereto, and
(iii) Certifying that said power-of-attorney appointment is in full force and effect,

the signature of the certifying officer may be by facsimile, and the seal of the Company may be a facsimile thereof."

I, Dexter R. Legg, Secretary of SAFECO INSURANCE COMPANY OF AMERICA and of GENERAL INSURANCE COMPANY OF AMERICA, do hereby certify that the foregoing extracts of the By-Laws and of a Resolution of the Board of Directors of these corporations, and of a Power of Attorney issued pursuant thereto, are true and correct, and that both the By-Laws, the Resolution and the Power of Attorney are still in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the facsimile seal of said corporation

this 9th day of March 2009



Dexter R. Legg

Dexter R. Legg, Secretary

Safeco and the Safeco logo are registered trademarks of Safeco Corporation.

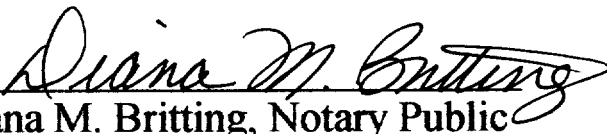
CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

STATE OF CALIFORNIA} SS
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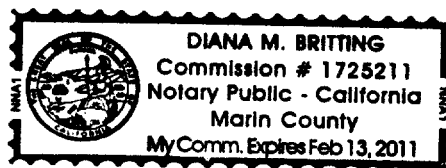
On March 9, 2009, before me, **Diana M. Britting**, a Notary Public, personally appeared **Harry K. Stewart and Leland R. Selna, Jr.**, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) ~~is~~ are subscribed to the within instrument and acknowledged to me that ~~he/she~~ they executed the same in ~~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.


Diana M. Britting, Notary Public

Commission Expiration Date: February 13, 2011



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 | SALE/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 7051.3 TO SELF-ASSESS AND PAY USE TAX DIRECTLY TO
THE STATE OF CALIFORNIA

THIS PERMIT IS NOT A
SELLER'S PERMIT TO
ENGAGE IN SALES OF
TANGIBLE PERSONAL
PROPERTY

THIS PERMIT IS VALID UNTIL REVOKED OR CANCELED BUT IS NOT TRANSFERABLE. IF YOU SELL YOUR BUSINESS,
OR DROP OUT OF A PARTNERSHIP, NOTIFY US OR YOU COULD BE RESPONSIBLE FOR SALES AND USE TAXES
OWED BY THE NEW OPERATOR OF THE BUSINESS.

BOE-442-DPLZ (1-98)

NOTICE TO INDIVIDUALS REGARDING
INFORMATION FURNISHED TO THE BOARD OF EQUALIZATION

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

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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 also 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.

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

DUTRA



THE CITY OF LONG BEACH HUD SECTION 3 BUSINESS INFORMATION FORM

MUST BE SUBMITTED WITH BID DOCUMENTS to be completed by all project bidders.
If not available with bid documents, this must be turned in with bid work.

The sole purpose of this form is to calculate the number of Section 3 business enterprises working on construction projects.
Please print or type.

PROJECT: ARVALINK LANDING - BELMONT PIER / CITY OF LONG BEACH / R-6661
COMPANY NAME: POUR CONCRETE CUTTING & REMOVAL INC.

ADDRESS: 3839 CALIFORNIA AVE

CITY: LONG BEACH STATE: CA ZIP CODE: 90807

TELEPHONE: (562) 424-4696

FORM COMPLETED BY: _____

SERVICE OR PRODUCT: CONCRETE & ASPHALT CUTTING / DRAWING / CONCRETE PLACEMENT
IS 51% OR MORE OF YOUR BUSINESS OWNED BY SECTION 3 RESIDENTS? YES NO

IS AT LEAST 30% OF YOUR WORKFORCE (FULL TIME, PERMANENT STAFF) MADE UP OF SECTION 3 RESIDENTS OR WERE THEY SECTION 3 RESIDENTS WITHIN 3 YEARS OF THEIR FIRST DATE OF EMPLOYMENT? YES NO

OR DOES YOUR BUSINESS PROVIDE EVIDENCE OF A COMMITMENT TO SUBCONTRACT 25% OR MORE OF THE DOLLAR AMOUNT OF THE AWARDED CONTRACT TO SECTION 3 BUSINESSES? YES NO

SIGNATURE: Rose Hummel DATE: _____

Submit To: CITY OF LONG BEACH • FINANCIAL MANAGEMENT
333 WEST OCEAN BOULEVARD, 6TH FL • LONG BEACH, CA 90802
(562) 570-6037 FAX: (562) 570-5072

ATTACHMENT J

BIDDER'S PRELIMINARY REPORT (cont'd)

TOTAL DOLLAR VALUE OF MBE SUBCONTRACTS . . . \$ NONE AT THIS TIME

TOTAL DOLLAR VALUE OF WBE SUBCONTRACTS . . . \$ NONE AT THIS TIME

* If not formally certified, write in "NA."

** Reproduce and attach additional sheets as needed.

C. **Materials and supplies** required for this project are proposed to be purchased from the following MBEs or WBEs:

1. 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 \$ _____

2. 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 \$ _____

3. 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 \$ _____

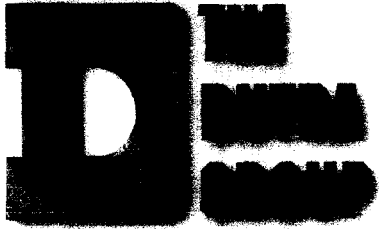
4. Company Name:

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 \$ _____



Dutra Construction Co., Inc.
A WHOLLY-OWNED SUBSIDIARY OF THE DUTRA
GROUP WHICH INCLUDES: DUTRA DREDGING
COMPANY AND THE SAN RAFAEL ROCK QUARRY,
INC.

March 13, 2009

Mr. Phillip Balmeo
Assistant City Engineer
333 West Ocean Boulevard, 9th Floor
Long Beach, California 90802

**SUBJECT: R-6661, FOR THE IMPROVEMENT OF THE AQUALINK LANDING AT
BELMONT VETERANS MEMORIAL PIER IN THE CITY OF LONG
BEACH,
CALIFORNIA**

Dear Mr. Balmeo:

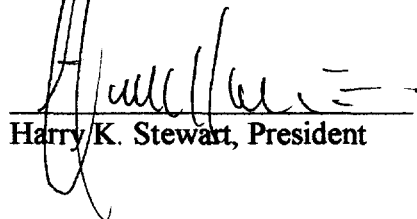
This letter is to serve as a certification to the City of Long Beach that all subcontractors to be used on the above project will sign written contracts with us, upon receipt of a fully-executed Contract from the City of Long Beach, which will include all provisions and special provisions of the specifications for this project.

In addition, we have informed our subcontractors of the requirement to carry the insurance coverage as stated in the Specifications and will verify their compliance with these requirements.

**NOTE: ALL SUBCONTRACTORS/MATERIAL VENDORS HAVE BEEN
NOTIFIED THAT PRELIMINARY NOTICES ARE TO BE ADDRESSED
TO THE CITY AUDITOR'S OFFICE, 8TH FLOOR, 333 W. OCEAN
BLVD., LONG BEACH, CA 90802.**

Sincerely,

DUTRA CONSTRUCTION CO., INC.



Harry K. Stewart, President

**2350 KERNER BLVD., SUITE 200, SAN RAFAEL, CA 94901
CALIFORNIA LICENSE #707580
415/258-6876 FAX: 415/459-3295**

DUTRA CONSTRUCTION CO., INC.

2350 Kerner Boulevard, Suite 200

San Rafael, CA 94901

415/258-6876

CERTIFICATE OF AUTHORITY

I, Leland R. Selna, Jr., Secretary of Dutra Construction Co., Inc. hereby certify that, the Board of Directors of Dutra Construction Co., Inc. at a meeting of the Board of Directors, held on March 18, 2003, unanimously adopted the following resolution:

Resolved, that the following officers, to wit: Bill T. Dutra, Chairman and Chief Executive Officer; Harry K. Stewart, President and Chief Operating Officer; G. W. Gilfillan, Executive Vice President; James M. Hagood, Chief Financial Officer, Leland R. Selna, Secretary and David E. Werner, Assistant Secretary, are hereby authorized to bind Dutra Construction Co., Inc. by signing, in their official capacities, individually or together, documents or instruments, including but not limited to undertakings, certifications, acceptances, releases, agreements, commercial contracts and leases and assignments thereof essential to the general business operations of the Corporation and to sign proposals, bids, bid bonds, payment and performance and other bonds, construction or dredging contracts, contract change orders, claims, demands, applications, pre-qualifications, certifications, purchase orders and similar documents and undertakings as necessary and appropriate to facilitate the bidding, bonding, contracting for and prosecution of contract work undertaken by Dutra Construction Co., Inc.

IN WITNESS WHEREOF, I have hereunto set my hand and the official seal of the Corporation this 21st day of May, 2008.


Leland R. Selna, Jr., Secretary

