

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

C O N T R A C T

29805

1 THIS CONTRACT is made and entered, in duplicate, as of October 24, 2006,
2 for reference purposes only, pursuant to a minute order adopted by the City Council of the
3 City of Long Beach at its meeting held on October 24, 2006, by and between ANNING
4 JOHNSON COMPANY, a California corporation, whose address is 13250 Temple Avenue,
5 Industry, California 91746 ("Contractor"), and the CITY OF LONG BEACH, a municipal
6 corporation ("City").
7

8 WHEREAS, pursuant to a "Notice Inviting Bids for Removal and
9 Replacement of the Long Beach Terrace Theater and Center Theater Roofs in the City of
10 Long Beach, California," dated September 27, 2006, and published by City, bids were
11 received, publicly opened and declared on the date specified in said Notice; and
12

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

14 WHEREAS, the City Council authorized the City Manager to enter a contract
15 with Contractor for the work described in Plans & Specifications No. R-6714;

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

18 1. SCOPE OF WORK. Contractor shall furnish all necessary labor,
19 supervision, tools, materials, supplies, appliances, equipment, and transportation for the
20 work described in "Plans & Specifications No. R-6714 for Removal and Replacement of
21 the Long Beach Terrace Theater and Center Theater Roofs in the City of Long Beach,
22 California," said work to be performed according to the Contract Documents identified
23 below. However, this Contract is intended to provide to City complete and finished work
24 and, to that end, Contractor shall do everything necessary to complete the work, whether
25 or not specifically described in the Contract Documents.

26 2. PRICE AND PAYMENT. City shall pay to Contractor the amount(s) for
27 materials and work identified in Contractor's "Bid for Removal and Replacement of the
28 Long Beach Terrace Theater and Center Theater Roofs in the City of Long Beach,

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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-6714 (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. B-4408 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 documents
13 attached hereto or referenced herein including but not limited to insurance; Bond for
14 Faithful Performance; Payment Bond; Notice to Proceed; Notice of Completion; any
15 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-6714; 5) Addenda; 6) Plans and Drawings No.
23 B-4408; 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 Forty (40) working days thereafter, subject to strikes, lockouts and events beyond the

1 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.

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, the sum of Fifty Dollars (\$50) for
12 each laborer, worker or mechanic employed for each calendar day, or portion thereof, that
13 such laborer, worker or mechanic is paid less than the prevailing wage rates for any work
14 done 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. A. Any notice required hereunder shall be in writing and
2 personally delivered or deposited in the U.S. Postal Service, first class, postage prepaid,
3 to Contractor at the address first stated herein, and to the City at 333 West Ocean
4 Boulevard, Long Beach, California 90802, Attn: City Manager. Notice of change of address
5 shall be given in the same manner as stated herein for other notices. Notice shall be
6 deemed given on the date deposited in the mail or on the date personal delivery is made,
7 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 the negligence or
4 willful misconduct of City, earthquake, or flood, then Contractor shall immediately make
5 City whole for any such loss or pay for any damage. If Contractor fails or refuses to make
6 City whole or pay, then City may do so and the cost and expense of doing so shall be
7 deducted 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. A. As required by Federal and State
12 law, City is obligated to report the payment of compensation to Contractor on Form 1099-
13 Misc. and Contractor acknowledges that Contractor is not entitled to payment under this
14 Contract until it has provided its Employer's Identification Number to City. Contractor shall
15 be solely responsible for payment of all Federal and State taxes resulting from payments
16 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

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 the City to encourage the participation of Disadvantaged, Minority and Women-

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1 owned Business Enterprises and the 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 the
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.

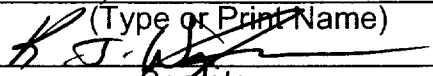
ANNING JOHNSON COMPANY, a California corporation

November 6, 2006

By 
Vice- President
Larry J. Domino

(Type or Print Name)

November 8, 2006

By 
Secretary
K. J. WETMAN

(Type or Print Name)

"Contractor"

CITY OF LONG BEACH, a municipal corporation

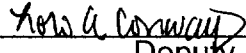
_____, 2006

By 
City Manager

"City"

This Contract is approved as to form on _____ 11/14, 2006.

ROBERT E. SHANNON, City Attorney

By 
Deputy

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06-05564
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KNOW ALL MEN BY THESE PRESENTS: That we, ANNING JOHNSON COMPANY, as PRINCIPAL, and Liberty Mutual Insurance Company, located at 10 S. LaSalle, Chicago, IL 60603

, a corporation, incorporated under the laws of the State of _____, admitted as a surety in the State of California, and authorized to transact business in the State of California, as SURETY, are held and firmly bound unto the CITY OF LONG BEACH, CALIFORNIA, a municipal corporation, in the sum of Four Hundred Sixty Two Thousand, Six Hundred Seventy DOLLARS (\$462,670.00), 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 Removal and Replacement of the Long Beach Terrace Theater and Center Theater Roofs 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 8 day of November, 2006.

Anning-Johnson Company
CONTRACTOR/PRINCIPAL

Liberty Mutual Insurance Company
SURETY, admitted in California

By: _____

By: _____

Name: Larry J. Domino

Name: Sandra Nowakowski

Title: Vice President

Title: Attorney-in-Fact

Telephone: 312/627-6000

By: _____

Name: KENNETH J. WEJMAN

Title: SECRETARY

Approved as to form this 14th day
of November, 2006.

Approved as to sufficiency this 13 day
of November, 2006.

ROBERT E. SHANNON, City Attorney

By: Linda Conway
Deputy

By: _____
City Manager/City Engineer

NOTE: 1. Execution the bond must be acknowledged by both PRINCIPAL and SURETY before a Notary Public and a Notary's certificate of acknowledgment must be attached.

2. A corporation must execute the bond by 2 authorized officers and, if executed by a person not listed in Sec. 313, Calif. Corp. Code, then a certified copy of a resolution of its Board of Directors authorizing execution must be attached.

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

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

LIBERTY MUTUAL INSURANCE COMPANY
BOSTON, MASSACHUSETTS
POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS: That Liberty Mutual Insurance Company (the "Company"), a Massachusetts stock insurance company, pursuant to and by authority of the By-law and Authorization hereinafter set forth, does hereby name, constitute and appoint

RALPH E. NOSAL, THEODORE C. SEVIER, JR., C. R. HERNANDEZ, SANDRA NOWAKOWSKI, DEBRA R. KEEBLER, KATHERINE J. FOREIT, BARBARA R. MALTESE, LINH B. BUCHOLTZ, DAVID J. ROTH, ALL OF THE CITY OF CHICAGO, STATE OF ILLINOIS.....

, each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations in the penal sum not exceeding TWENTY FIVE MILLION AND 00/100***** DOLLARS (\$ 25,000,000.00*****) each, and the execution of such undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents, shall be as binding upon the Company as if they had been duly signed by the president and attested by the secretary of the Company in their own proper persons.

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

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

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

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

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

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

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Company and the corporate seal of Liberty Mutual Insurance Company has been affixed thereto in Plymouth Meeting, Pennsylvania this 11th day of January, 2006.

LIBERTY MUTUAL INSURANCE COMPANY

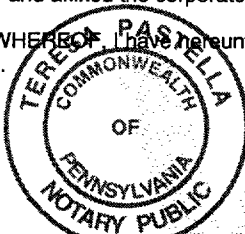
By Garnet W. Elliott, Assistant Secretary



COMMONWEALTH OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 11th day of January, 2006, before me, a Notary Public, personally came Garnet W. Elliott, to me known, and acknowledged that he is an Assistant Secretary of Liberty Mutual Insurance Company; that he knows the seal of said corporation; and that he executed the above Power of Attorney and affixed the corporate seal of Liberty Mutual Insurance Company thereto with the authority and at the direction of said corporation.

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



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

By Teresa Pastella, Notary Public

CERTIFICATE

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

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

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

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the said company, this 8th day of November 2006



By David M. Carey, Assistant Secretary

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

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

STATE OF ILLINOIS
COUNTY OF COOK

I, AnneMarie Bellavia, a Notary Public in and for said County, do hereby
certify that Sandra Nowakowski Attorney-in-Fact, of the


Liberty Mutual Insurance Company	Massachusetts Corporation
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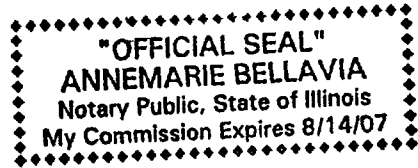
who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed, sealed, and delivered said instrument for and on behalf of:

Liberty Mutual Insurance Company	Massachusetts Corporation
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for the uses and purposed therein set forth.

Given under my hand and notarial seal at my office in the City of Chicago in said County,
this 8 day of November A.D. 2006


Notary Public

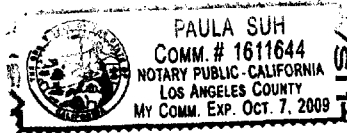


ALL-PURPOSE ACKNOWLEDGMENT

State of California
County of Los Angeles } ss.

On 11/18/06 before me, Paula Suh,
(DATE) (NOTARY)
personally appeared Larry J. Domino
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.

Paula Suh
NOTARY'S SIGNATURE

OPTIONAL INFORMATION

The information below is not required by law. However, it could prevent fraudulent attachment of this acknowledgment to an unauthorized document.

CAPACITY CLAIMED BY SIGNER (PRINCIPAL)

- INDIVIDUAL
- CORPORATE OFFICER

- PARTNER(S)
- ATTORNEY-IN-FACT
- TRUSTEE(S)
- GUARDIAN/CONSERVATOR
- OTHER: _____

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

DESCRIPTION OF ATTACHED DOCUMENT

TITLE OR TYPE OF DOCUMENT

NUMBER OF PAGES

DATE OF DOCUMENT

OTHER

RIGHT THUMBPRINT
OF
SIGNER



KNOW ALL MEN BY THESE PRESENTS: That we, ANNING JOHNSON COMPANY, as PRINCIPAL, and Liberty Mutual Insurance Company, located at 10 S. LaSalle, Chicago, IL 60603

_____, a corporation, incorporated under the laws of the State of MA, admitted as a surety in the State of California and authorized to transact business in the State of California, as SURETY, are held and firmly bound unto the CITY OF LONG BEACH, CALIFORNIA, a municipal corporation, in the sum of Four Hundred Sixty Two Thousand, Six Hundred Seventy DOLLARS (\$462,670.00), 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 Removal and Replacement of the Long Beach Terrace Theater and Center Theater Roofs 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 8 day of November, 2006.

Anning-Johnson Company
CONTRACTOR/PRINCIPAL

Liberty Mutual Insurance Company
SURETY, admitted in California

BY: [Signature]

BY: [Signature]

Name: LARRY DOMINO

Name: Sandra Nowakowski

Title: VICE PRESIDENT

Title: Attorney-in-Fact

Telephone: 312/627-6000

BY: [Signature]

Name: KENNETH J. WETZEL

Title: SECRETARY

Approved as to form this 14th day of November, 2006.

Approved as to sufficiency this 13 day of November, 2006.

ROBERT E. SHANNON, City Attorney

By: [Signature]
Deputy

By: [Signature]
City Manager/City Engineer

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

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

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

LIBERTY MUTUAL INSURANCE COMPANY
BOSTON, MASSACHUSETTS
POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS: That Liberty Mutual Insurance Company (the "Company"), a Massachusetts stock insurance company, pursuant to and by authority of the By-law and Authorization hereinafter set forth, does hereby name, constitute and appoint

RALPH E. NOSAL, THEODORE C. SEVIER, JR., C. R. HERNANDEZ, SANDRA NOWAKOWSKI, DEBRA R. KEEBLER, KATHERINE J. FOREIT, BARBARA R. MALTESE, LINH B. BUCHOLTZ, DAVID J. ROTH, ALL OF THE CITY OF CHICAGO, STATE OF ILLINOIS

, each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations in the penal sum not exceeding TWENTY FIVE MILLION AND 00/100 DOLLARS (\$ 25,000,000.00) each, and the execution of such undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents, shall be as binding upon the Company as if they had been duly signed by the president and attested by the secretary of the Company in their own proper persons.

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

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

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

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

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

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

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Company and the corporate seal of Liberty Mutual Insurance Company has been affixed thereto in Plymouth Meeting, Pennsylvania this 11th day of January, 2006.

LIBERTY MUTUAL INSURANCE COMPANY

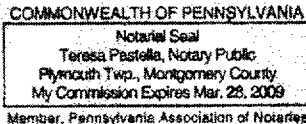
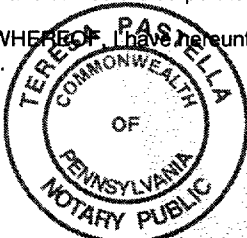
By Garnet W. Elliott
Garnet W. Elliott, Assistant Secretary



COMMONWEALTH OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 11th day of January, 2006, before me, a Notary Public, personally came Garnet W. Elliott, to me known, and acknowledged that he is an Assistant Secretary of Liberty Mutual Insurance Company; that he knows the seal of said corporation; and that he executed the above Power of Attorney and affixed the corporate seal of Liberty Mutual Insurance Company thereto with the authority and at the direction of said corporation.

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



By Teresa Pastella
Teresa Pastella, Notary Public

CERTIFICATE

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

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

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

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the said company, this 8 day of November 2006



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

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

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

STATE OF ILLINOIS
COUNTY OF COOK

I, AnneMarie Bellavia, a Notary Public in and for said County, do hereby
certify that Sandra Nowakowski Attorney-in-Fact, of the

Liberty Mutual Insurance Company	Massachusetts Corporation
---	----------------------------------

who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed, sealed, and delivered said instrument for and on behalf of:

Liberty Mutual Insurance Company	Massachusetts Corporation
---	----------------------------------

for the uses and purposes therein set forth.

Given under my hand and notarial seal at my office in the City of Chicago in said County,
this 8 day of November A.D. 2006

AnneMarie Bellavia
Notary Public



ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Los Angeles

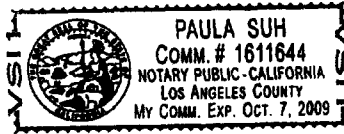
} SS.

On 11/10/06 before me, Paula Suh
(DATE) (NOTARY)

personally appeared Larry J. Domino
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.



[Signature]
NOTARY'S SIGNATURE

OPTIONAL INFORMATION

The information below is not required by law. However, it could prevent fraudulent attachment of this acknowledgment to an unauthorized document.

CAPACITY CLAIMED BY SIGNER (PRINCIPAL)

- INDIVIDUAL
- CORPORATE OFFICER

TITLE(S)

- PARTNER(S)
- ATTORNEY-IN-FACT
- TRUSTEE(S)
- GUARDIAN/CONSERVATOR
- OTHER: _____

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

DESCRIPTION OF ATTACHED DOCUMENT

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NUMBER OF PAGES

DATE OF DOCUMENT

OTHER

RIGHT THUMBPRINT
OF
SIGNER



EXHIBIT “A”

**BID FOR THE
REMOVAL AND REPLACEMENT OF THE LONG BEACH TERRACE THEATER AND
CENTER THEATER ROOFS
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 September 27th, 2006, at 10:00pm., 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- 6714 at the following prices:

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE (IN FIGURES)	ITEM TOTAL (IN FIGURES)
-----------------	-------------------------	---------------------------	-------------	--------------------------------	--------------------------------

1.	Installation of Roof Includes all incidentals and other facets of installation	1	LS	\$ 462,670.00	
----	---	---	----	---------------	--

TOTAL BASE BID **\$ 462,670.00**
Four Hundred Sixty Two Thousand Six Hundred Seventy 00/100 Dollars

Alternative
Deduction for mechanically
fastened
Alternative.


		1	LS	\$ 386,800.00	
--	--	---	----	---------------	--

TOTAL ALTERNATE BID **\$ 386,800.00**
Three Hundred Eighty Six Thousand Eight Hundred 00/100 Dollars

Where did your company first hear about this city of Long Beach Public Works' Project?

Contacted directly by City staff

Signature of Authorized Representative for the Contractor

Rob Males  (Name) Project Manager (Title) 10/3/06 (Date)

**CITY OF LONG BEACH
CERTIFICATION OF SITE EXAMINATION**

Each bidder shall be fully informed of the conditions relating to the construction of the Work and the employment of labor thereon. Failure to do so will not relieve a successful bidder of this obligation to furnish all material and labor necessary to carry out the provisions of this Contract.

Each bidder shall examine the site for the Work described herein. Bidders shall attend a mandatory pre-bid inspection of the building and site, conducted by the City, as specified in the Special Provisions. Failure to attend the mandatory pre-bid inspection shall be cause for rejection of the Bid.

This is to certify that I have examined the subject building and site and the bid is complete and there will be no additional payment for failure to examine the building and site thoroughly.

9/20/06
Date of Site Examination

Anning Johnson Company
Company

Rob Males
Printed Name of Company Representative


Signature of Representative

October 3, 2006
Date

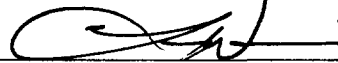
WORKERS' COMPENSATION CERTIFICATION

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:

Anning Johnson Co.

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



Title: Larry J. Domino, Vice President

Date: November 6, 2006

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: 1240778
 - B. Name of Insurer (NOT Broker): American Home Assurance
 - C. Address of Insurer: 300 S. Riverside Plaza, Chicago, IL 60606
 - D. Telephone Number of Insurer: (312) 930-2300

- 2) For vehicles owned by Contractor and used in performing work under this Contract:
 - A. VIN (Vehicle Identification Number): NONE
 - 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:
N/A

- 4) Estimated total number of workers to be employed on this Contract: 10

- 5) Estimated total wages to be paid those workers: \$50,000.00

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

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

- 7) Estimated total number of independent contractors to be used on this Contract: 2
(Attach a list of contractor's license numbers with the names, if known)


- 8) Taxpayer's Identification Number: 

EXHIBIT "C"

THERE IS NO EXHIBIT "D"

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

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

THIS FORM MAY BE REPRODUCED

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, Sections¹ 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-OPLZ (1-98)

NOTICE TO INDIVIDUALS REGARDING INFORMATION FURNISHED TO THE BOARD OF EQUALIZATION

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

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

Provisions contained in the following laws require persons meeting certain requirements to file applications for registration, applications for permits or licenses, and tax returns or reports in such form as prescribed by the State Board of Equalization: Alcoholic Beverage Tax, Sections 32001-32556; Childhood Lead Poisoning Prevention Fee, Sections 43001-43651, Health & Safety Code, Sections 105275-105310; Cigarette and Tobacco Products Tax, Sections 30001-30481; Diesel Fuel Tax, Sections 60001-60709; Emergency Telephone Users Surcharge, Sections 41001-41176; Energy Resources Surcharge, Sections 40001-40211; Hazardous Substances Tax, Sections 43001-43651; Integrated Waste Management Fee, Sections 45001-45981; International Fuel Tax Agreement, Sections 9401-9433; Motor Vehicle Fuel License Tax, Sections 7301-8405; Occupational Lead Poisoning Prevention Fee, Sections 43001-43651, Health & Safety Code, Sections 105175-105197; Oil Spill Response, Prevention, and Administration Fees, Sections 46001-46751, Government Code, Sections 8670.1-8670.53; Publicly Owned Property, Sections 1840-1841; Sales and Use Tax, Sections 6001-7279.6; State Assessed Property, Sections 721-868, 4876-4880, 5011-5014; Tax on Insurers, Sections 12001-13170; Timber Yield Tax, Sections 38101-38908; Tire Recycling Fee, Sections 55001-55381, Public Resources Code, Sections 42860-42895; Underground Storage Tank Maintenance Fee, Sections 50101-50161, Health & Safety Code, Sections 25280-25299.96; Use Fuel Tax, Sections 8601-9355.

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