

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

CONTRACT

31280

THIS CONTRACT is made and entered, in duplicate, as of July 22, 2009 for reference purposes only, pursuant to a minute order adopted by the City Council of the City of Long Beach at its meeting held on July 21, 2009, by and between SULLY-MILLER CONTRACTING COMPANY, a Delaware corporation ("Contractor"), whose address is 1100 E. Orangethorpe Avenue, #200, Anaheim, California 92801, and the CITY OF LONG BEACH, a municipal corporation ("City").

WHEREAS, pursuant to a "Notice Inviting Bids for the Atherton Storm Drain Between McNab Avenue and Hackett Avenue in the City of Long Beach, California," dated June 3, 2009, and published by City, bids were received, publicly opened and declared on the date specified in said Notice; and

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

WHEREAS, the City Council authorized the City Manager to enter a contract with Contractor for the work described in Plans & Specifications No. R-6739;

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

1. SCOPE OF WORK. Contractor shall furnish all necessary labor, supervision, tools, materials, supplies, appliances, equipment and transportation for the work described in "Plans & Specifications No. R-6739 for the Atherton Storm Drain Between McNab Avenue and Hackett Avenue in the City of Long Beach, California," said work to be performed according to the Contract Documents identified below. However, this Contract is intended to provide to City complete and finished work and, to that end, Contractor shall do everything necessary to complete the work, whether or not specifically described in the Contract Documents.

2. PRICE AND PAYMENT.

A. City shall pay to Contractor the amount(s) for materials and work identified in Contractor's "Bid for the Atherton Storm Drain Between McNab

1 Avenue and Hackett Avenue 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-6739 (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-4441 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-6739; 5)
26 Addenda; 6) Plans and Drawings No. B-4441; 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 (100) working days thereafter, subject to strikes, lockouts and events
4 beyond the control of Contractor. Time is of the essence hereunder. City will suffer
5 damage if the work is not completed within the time stated, but those damages would be
6 difficult or impractical to determine. So, Contractor shall pay to City, as liquidated
7 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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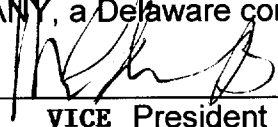
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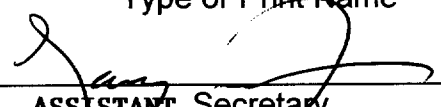
IN WITNESS WHEREOF, the parties have caused this document to be duly executed with all formalities required by law as of the date first stated above.

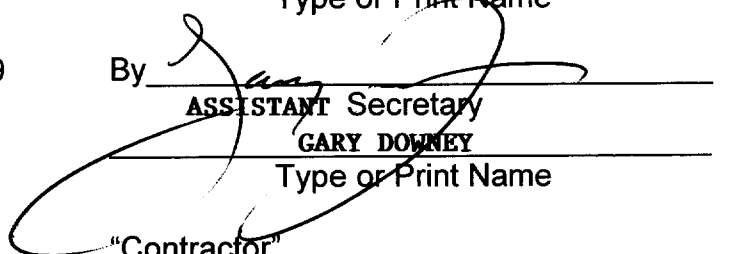
SULLY-MILLER CONTRACTING COMPANY, a Delaware corporation

JULY 31, 2009

By 
VICE President
MICHAEL EDWARDS
Type or Print Name

JULY 31, 2009

By 
ASSISTANT Secretary
GARY DOWNEY
Type or Print Name


"Contractor"

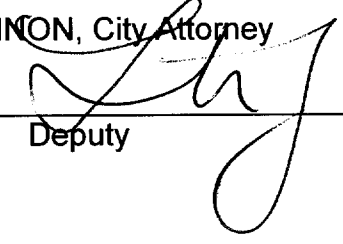
CITY OF LONG BEACH, a municipal corporation

8/20, 2009

By 
City Manager

"City"

This Contract is approved as to form on 8/10, 2009.

ROBERT E. SHANNON, City Attorney
By 
Deputy

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

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

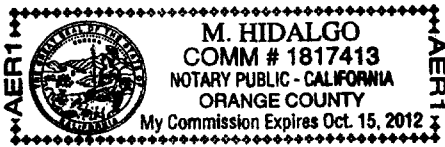
STATE OF CALIFORNIA }
COUNTY OF ORANGE

On August 3, 2009 before me, M. Hidalgo, personally appeared Michael Edwards and Gary Downey

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

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

WITNESS my hand and official seal



Notary Seal

Signature _____

M. Hidalgo
M. Hidalgo, Notary Public

OPTIONAL

Description of Attached Document

Title or Type of Document: Contract

Document Date: July 31, 2009 Number of Pages: 1

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s):

Signer's Name Michael Edwards Signer's Name Gary Downey

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

Right Thumbprint
of Signer

Right Thumbprint
of Signer

Signer is Representing: SULLY-MILLER CONTRACTING COMPANY

CERTIFICATE OF INCUMBENCY AND RESOLUTION

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

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

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

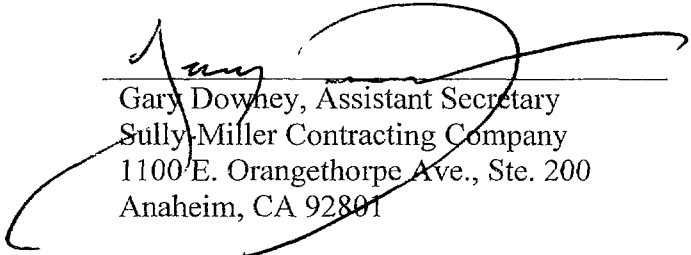
I further certify that the following is a true and correct copy of a resolution duly adopted by the Board of Directors of said Company at a meeting held on January 16th, 2009, and that this resolution has not been in any way rescinded, annulled, or revoked but the same is still in full force and effect:

“AUTHORITY TO EXECUTIVE BIDS AND CONTRACTS”

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

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal this 9th day of February 2009.

(SEAL)



Gary Downey, Assistant Secretary
Sully-Miller Contracting Company
1100 E. Orangethorpe Ave., Ste. 200
Anaheim, CA 92801

EXHIBIT “A”

Contractor’s Bid

BIDDER'S NAME: Sully-Miller Contracting Company

**BID FOR THE
ATHERTON STORM DRAIN
BETWEEN
MCNAB AVENUE AND HACKETT AVENUE
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 June 3, 2009, 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-6739 at the following prices:

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE (IN FIGURES)	ITEM TOTAL (IN FIGURES)
1.	Concrete Removal	275	CY	77.5	21,175.
2.	Asphalt Pavement Removal	96	CY	100.	9,600.
3.	Asphalt Concrete Pavement	346	Ton	110.	38,060.
4.	P.C.C. Sidewalk, 4" Thick	454	SF	6.	2,724.
5.	P.C.C. Combined Curb & 1.5' Gutter	2,514	LF	23.	57,822.
6.	Permanent Roadway Signing	24	Ea	25.	600.
7.	Unclassified Fill	1,313	CY	9.	11,817.
8.	2" 'Walk-on-Bark' (Mulch)	14,440	SF	50	7,220.
9.	Irrigation	1	LS	60,000.	60,000.

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE (IN FIGURES)	ITEM TOTAL (IN FIGURES)
10.	Soil Amendment	14,440	SF	.33	4,765. ²⁰
11.	1 Gallon Ground Cover	2,296	Ea	5.50	12,628. ✓
12.	36" Box, Guyed	45	Ea	710. ✓	31,950. ✓
13.	Cobble Surfacing, Incl. Soil Separator & Trex Header	4,723	SF	13. ✓	61,399. ✓
14.	90 Days Landscape Maintenance	1	LS	2,400. ✓	2,400. ✓
15.	24" Rubber Gasket RCP, 2000-D	154	LF	125. ✓	19,250. ✓
16.	30" Rubber Gasket RCP, 1750-D	84	LF	132. ✓	11,088. ✓
17.	36" Rubber Gasket RCP, 1750-D	18	LF	158. ✓	2,844. ✓
18.	60" Rubber Gasket RCP, 1000-D	1,303	LF	285. ✓	371,355. ✓
19.	66" Rubber Gasket RCP, 1000-D	395	LF	366. ✓	144,570. ✓
20.	Manhole 320, SPPWC Std. Plan 320-1	4	Ea	4,800. ✓	19,200. ✓

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE (IN FIGURES)	ITEM TOTAL (IN FIGURES)
21.	24" Concrete Collar, SPPWC Std. Plan 380-3	2	Ea	440.	880.
22.	Catch Basin 300 (W = 14'), SPPWC Std. Plan 300-2	2	Ea	5,700.	11,400.
23.	Catch Basin 300 (W = 7'), SPPWC Std. Plan 300-2	2	Ea	4,500.	9,000.
24.	Catch Basin 300 (W = 3.5'), SPPWC Std. Plan 300-2	1	Ea	4,000.	4,000.
25.	Parkway Drain SPPWC Std. Plan 151-1, S = 48"	1	Ea	3,500.	3,500.
26.	Abandon Pipe Inlet, SPPWC Std. Plan 381-1	3	Ea	470.	1,410.
27.	Abandon Storm Drain Conduit	1	LS	46,000.	46,000.
28.	Blanket Sewer, SPPWC Std. Plan 225-1	3	Ea	1,300.	3,900.
29.	8" VCP (Extra Strength)	116	LF	220.	25,520.
30.	Drop Manhole, WDS-503	2	Ea	9,800.	19,600.
31.	Break into Existing SS Manhole,	2	Ea	2,400.	4,800.

SPPWC Std. Plan 208-1

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE (IN FIGURES)	ITEM TOTAL (IN FIGURES)
32.	Water Relocation at Sta. 10+21.89	1	LS	77,000. 64,000. 60	77,000. 64,000. 60
33.	Water Relocation at Sta. 13+36.00	1	LS	61,000.	61,000.
34.	Temporary Traffic Control Devices	1	LS	15,000.	15,000.
TOTAL AMOUNT BID				1,173,477. ²⁰	

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:

SULLY-MILLER CONTRACTING COMPANY

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



Title: GARY DOWNEY, ASSISTANT SECRETARY

Date: JULY 31, 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: WC7-631-004125-658
- B. Name of Insurer (NOT Broker): LIBERTY MUTUAL GROUP
- C. Address of Insurer: 1133 AVENUE OF AMERICA, NEW YORK, NY 10036
- D. Telephone Number of Insurer: 800-227-9887 EXT. 443

2) For vehicles owned by Contractor and used in performing work under this Contract:

- A. VIN (Vehicle Identification Number): *** PLEASE SEE ATTACHED EQUIPMENT LIST FOR POTENTIAL USE ON THIS CONTRACT ***
- B. Automobile Liability Insurance Policy Number: AS2-631-004125-678
- C. Name of Insurer (NOT Broker): LIBERTY MUTUAL INSURANCE GROUP
- D. Address of Insurer: 1133 AVENUE OF AMERICA, NEW YORK, NY 10036
- E. Telephone Number of Insurer: 800-227-9887 EXT. 443

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: 50

5) Estimated total wages to be paid those workers: \$210,000

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:

FIVE (5) SUBCONTRACTORS

8) Taxpayer's Identification Number: [REDACTED]

EXHIBIT "C"

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SULLY-MILLER CONTRACTING CO.
OWNED EQUIPMENT LIST

New Equip NO.	DESCRIPTION	EQUIP CLASS	Old Equip No.	License No.	EXPIRATION DATE
101086	01 FORD TAURUS	010	01086	4NLN404	9/28/07
101087	01 FORD TAURUS	010	01087	4PDE663	10/28/07
105089	01 DODGE DURANGO SLT	010	01089	4PQU459	12/14/07
101090	01 FORD TAURUS SE	010	01090	4RMS552	2/08/08
101096	01 PONTIAC GRAND PRI	010	01096	4VCT833	12/08/07
105097	02 JEEP GRAND CHEROK	010	01097	4VBC610	11/10/07
105101	03 JEEP GRAND CHEROK	010	01101	5AKV968	12/24/07
101105	03 FORD TAURUS SES D	010	01105	5ATX743	12/16/07
101106	03 FORD TAURUS SES D	010	01106	5ATX744	12/16/07
105109	04 JEEP LIBERTY LIM	010	01109	5FBP122	10/08/07
105110	04 CHEV TRAILBLAZ SP	010	01110	5EPD616	10/08/07
101111	04 PONTIAC GRAND PRI	010	01111	5ESU747	10/22/07
105112	04 JEEP GRAND CHEROK	010	01112	5H0D459	5/26/07
105113	04 FORD EXPLORER	010	01113	5HKN337	4/26/07
101114	05 CHRYSLER 300	010	01114	5KFW592	9/16/07
101115	05 FORD TAURUS 4D SE	010	01115	5NTW765	6/16/07
101117	06 CHRYSLER 300 TOUR	010	01117	5RDT360	9/02/07
101120	06 FORD TAURUS	010	01120	5SIN270	12/28/07
101121	06 CHRYSLER 300 TOUR	010	01121	5TRT815	3/24/07
101124	07 CHRYSLER 300 SDN	010	01124	5WSF469	9/28/07
101127	07 TOYOTA PRIUS 4D S	010	01127	5XIJ811	12/02/07
101128	07 TOYOTA PRIUS 4D S	010	01128	5XIJ884	12/12/07
104013	93 FORD RANGER PICKU	020	02013	4U90783	8/31/07
104038	99 FORD RANGER PICKU	020	02038	7U20263	6/30/07
104039	99 FORD F150 XL139	020	02039	5Y93121	7/31/07
104042	01 FORD F150 PICKUP	020	02042	6L34680	11/30/07
104043	01 FORD F150 PICKUP	020	02043	6L34681	11/30/07
104045	01 FORD F150 PICKUP	020	02045	6L34682	11/30/07
104046	01 FORD F150 PICKUP	020	02046	6L34688	12/31/07
104048	01 FORD F150 PICKUP	020	02048	6L34687	12/31/07
104050	01 FORD F150 PICKUP	020	02050	6R45237	6/30/07
104052	02 FORD F150 PICKUP	020	02052	6V36024	12/31/07
104053	02 FORD F150 XLT139	020	02053	6V79480	3/31/07
104054	02 FORD RANGER XL	020	02054	6V74736	3/31/07
104055	02 FORD RANGER XL	020	02055	6V74731	3/31/07
104056	02 FORD RANGER XL	020	02056	7847543	3/31/07
104057	02 FORD F150 XLT	020	02057	6W98076	4/30/07
104060	02 FORD F150 XLT PIC	020	02060	6Y66612	6/30/07
104062	03 FORD F150 XLT S-C	020	02062	7A95199	12/31/07
104063	03 DODGE 1500 QUADCA	020	02063	7A98076	11/30/07
104065	03 FORD F150 XL PICK	020	02065	7B85912	12/31/07
104066	04 FORD F150 XLT PIC	020	02066	7H34519	10/31/07
104067	04 FORD F150 XLT PIC	020	02067	7H27841	10/31/07
104068	04 FORD F150 XLT PIC	020	02068	7H27844	10/31/07
104069	04 FORD F150 XLT PIC	020	02069	7H27845	10/31/07
104070	04 FORD F150 XLT PIC	020	02070	7H27843	10/31/07
104071	04 FORD F150 XLT PIC	020	02071	7H27842	10/31/07
104072	04 FORD F150 PICKUP	020	02072	7M10587	4/30/07

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SULLY-MILLER CONTRACTING CO.
OWNED EQUIPMENT LIST

New Equip No.	DESCRIPTION	EQUIP CLASS	Old Equip No.	License No.	EXPIRATION DATE
104073	04 CHEV 1500 PICKUP	020	02073	7M10488	5/31/07
104074	04 FORD F150 SUPERCA	020	02074	7N55283	7/31/07
104075	04 FORD EXPLORER SPT	020	02075	5JBX057	7/10/07
104076	04 FORD F150 XLT SUP	020	02076	7N99320	8/31/07
104077	04 FORD F150 XL SUP	020	02077	7N99321	8/31/07
104079	05 FORD F150 XL SUP	020	02079	7P50816	9/30/07
104080	05 FORD F150 XL SUP	020	02080	7P33301	9/30/07
104081	05 FORD F150 SUPERCA	020	02081	7P50813	9/30/07
104082	05 FORD F150 SUPERCA	020	02082	7P50814	9/30/07
104087	05 DODGE 1500 CREWCA	020	02087	7S09943	12/31/07
104088	05 FORD F150 XLT SC	020	02088	7X33453	6/30/07
104089	06 FORD F150 XLT SUP	020	02089	7Y34083	9/30/07
104090	06 FORD F150 XLT PIC	020	02090	7Y49191	9/30/07
104091	06 FORD RANGER XL SU	020	02091	7Z08639	11/30/07
104092	06 FORD F150 XLT SUP	020	02092	7Y49192	9/30/07
104095	07 FORD RANGER XL	020	02095	8G25383	10/31/07
104096	07 FORD RANGER XL SU	020	02096	8G73245	12/31/07
107295	99 FORD F250 PICKUP	020	02295	5T78306	3/31/07
107302	99 FORD F250 PICKUP	023	02302	5T78015	3/31/07
107312	00 FORD F250 PICKUP	023	02312	6K75734	9/30/07
107313	00 FORD F250 PICKUP	023	02313	6J99047	8/31/07
107315	00 FORD F250 PICKUP	023	02315	8D96480	8/31/07
107316	00 FORD F250 PICKUP	023	02316	6J99046	8/31/07
107318	00 FORD F250 PICKUP	023	02318	6J99049	8/31/07
107320	01 DODGE 2500 PICKUP	023	02320	6L35744	10/31/07
107322	01 FORD F250 PICKUP	023	02322	6L68648	12/31/07
107323	01 FORD F250 PICKUP	023	02323	6L61618	12/31/07
107324	01 FORD F250 PICKUP	023	02324	6R45242	6/30/07
107325	01 FORD F250 PICKUP	023	02325	6R46571	6/30/07
107326	01 FORD F250 PICKUP	023	02326	6R46575	6/30/07
107327	01 FORD F250 PICKUP	023	02327	6R46569	6/30/07
107329	01 FORD F250 PICKUP	023	02329	6R45241	6/30/07
107331	01 FORD F250 PICKUP	023	02331	6S91975	6/30/07
107332	01 FORD F250 PICKUP	023	02332	6V33313	6/30/07
107334	02 FORD F250 XLT	023	02334	7Z18793	3/31/07
107336	02 FORD F250 PICKUP	023	02336	6Y85587	7/31/07
107337	02 FORD F250 PICKUP	023	02337	6Y86616	7/31/07
107338	02 FORD F250 PICKUP	023	02338	6Y86614	7/31/07
107339	02 FORD F250 PICKUP	023	02339	6Y86617	7/31/07
107340	02 FORD F250 PICKUP	023	02340	6Y95578	7/31/07
107341	02 FORD F250 PICKUP	023	02341	6Y85586	7/31/07
107343	02 FORD F250 PICKUP	023	02343	6Y85589	7/31/07
107344	03 FORD F250 XL PICK	023	02344	7E87460	6/30/07
107345	03 FORD F250 XL PICK	023	02345	7E90769	6/30/07
107346	03 FORD F250 XL PICK	023	02346	7E87461	6/30/07
107347	03 FORD F250 XL PICK	023	02347	7E87459	6/30/07
107348	03 FORD F250 XL PICK	023	02348	7E51277	5/31/07
107349	03 FORD F250 XL PICK	023	02349	7E66455	6/30/07

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SULLY-MILLER CONTRACTING CO.
OWNED EQUIPMENT LIST

New Equip No.	DESCRIPTION	EQUIP CLASS	Old Equip No.	License No.	EXPIRATION DATE
107350	03 FORD F250 XL PICK	023	02350	7E66454	6/30/07
107351	03 FORD F250 XL PICK	023	02351	7E51278	5/31/07
107352	03 FORD F250 XL PICK	023	02352	7E51279	5/31/07
107353	03 FORD F250 XL PICK	023	02353	7E51280	5/31/07
107354	04 CHEV 2500 LS PICK	023	02354	7L41047	4/30/07
107355	04 FORD F250 LARIAN	023	02355	7M23057	5/31/07
107356	05 FORD F250 XL REG	023	02356	7P33303	9/30/07
107357	05 FORD F250 XL REG	023	02357	7P50269	9/30/07
107358	05 FORD F250 XL REG	023	02358	7P32919	9/30/07
107359	05 FORD F250 XL REG	023	02359	7P32922	9/30/07
107360	05 FORD F250 XL REG	023	02360	7P33300	9/30/07
107361	05 FORD F250 XL REG	023	02361	7P32918	9/30/07
107362	05 FORD F250 XL REG	023	02362	7P80815	9/30/07
107363	05 FORD F250 XL REG	023	02363	7P32917	9/30/07
107364	05 FORD F250 XL REG	023	02364	7P32920	9/30/07
107365	05 FORD F250 XL REG	023	02365	7P32921	9/30/07
107366	05 FORD F250 XL REG	023	02366	7P33299	9/30/07
107367	05 FORD F250 XL REG	023	02367	7P50268	9/30/07
107368	05 FORD F250 XL REG	023	02368	7P33302	9/30/07
107369	05 FORD F250 XL REG	023	02369	7U20264	9/30/07
107371	06 FORD F250 XL REG	023	02371	7Z27417	10/31/07
110029	01 FORD F450 UNDERGR	040	04029	6T04580	8/31/07
110030	01 FORD F450 CONCRET	040	04030	6T76159	9/30/07
110031	02 FORD F450 ASPHALT	040	04031	6V76152	12/31/07
110032	02 FORD F450 UNDERGR	040	04032	6W11268	1/31/08
110033	02 FORD F450 TRAFFIC	040	04033	6V76142	12/31/07
109216	97 FORD F350 PAINT T	042	04216	5P14902	7/31/07
110220	99 FORD F450 CONCRET	042	04220	5Y15363	11/30/07
110221	00 FORD F450 CONCRET	042	04221	6J19272	7/31/07
110222	00 FORD F450 SAW	042	04222	6J19273	7/31/07
110223	00 FORD F450 ASPHALT	042	04223	6J19274	7/31/07
110224	00 FORD F450 ASPHALT	042	04224	6J04778	7/31/07
110225	00 FORD F450 ASPHALT	042	04225	8D96481	7/31/07
110226	00 FORD F450 CONCRET	042	04226	6J19271	7/31/07
110227	00 FORD F450 CONCRET	042	04227	6H31530	8/31/07
110228	01 FORD F450 UNDERGR	042	04228	6L43923	11/30/07
110229	01 FORD F450 SAW	042	04229	6L60751	11/30/07
110231	03 FORD F450 ASPHALT	042	04231	7B19342	12/31/07
110232	03 FORD F450 ASPHALT	042	04232	7B19343	11/30/07
110233	03 FORD F450 ASPHALT	042	04233	7B19341	12/31/07
109234	03 FORD F350 TRAFFIC	042	04234	7D28328	2/28/08
110235	04 FORD F450 ASPHALT	042	04235	7H73348	9/30/07
110236	04 FORD F450 UNDERGR	042	04236	7H27846	10/31/07
110237	04 FORD F450 TRAFFIC	042	04237	7H46005	9/30/07
110240	05 FORD F450 CREW TR	042	04240	7S76165	12/31/07
	05 FORD CREW CAB (TA	042	04240A		++++++
110241	05 FORD F440 CREW TR	042	04241	7S76164	12/31/07
	05 FORD CREW CAB (TA	042	04241A		++++++

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SULLY-MILLER CONTRACTING CO.
OWNED EQUIPMENT LIST

New Equip No.	DESCRIPTION	EQUIP CLASS	Old Equip No.	License No.	EXPIRATION DATE
110416	99 FORD F450 TRAFFIC	044	04416	6A86640	9/30/07
110417	06 FORD F550	044	04417	8A77333	11/30/07
110418	06 FORD F450 XL	044	04418	7Z07842	11/30/07
128501	84 P'BILT BOOM-15 TO	045	04501	5M99113	12/31/07
113008	99 FRHT FL70 2.2K WA	050	05008	6T04983	6/30/07
113010	00 FRHT FL70 2.2K WA	050	05010	6T04983	10/31/07
113011	01 FRHT FL70 2K WATE	050	05011	6M22704	1/31/08
113014	90 FORD WATER TRUCK	050	05014	7R91427	8/31/07
109224	01 FORD F350 MECHANI	062	06224	6T04987	8/31/07
109225	01 FORD F350 MECHANI	062	06225	6T04985	8/31/07
109509	00 CHEV C3500 MECHAN	065	06509	6J02576	5/31/07
110513	01 FORD F450 MECHANI	065	06513	6T76160	9/30/07
110516	01 FORD F650 MECHANI	065	06516	6R99519	2/28/08
110518	05 FORD F450 Mechan	065	06518	7U26386	3/31/07
	05 FORD F450 Mechan	065	06518A		+++++++
110519	06 FORD F450 MECHANI	065	06519	8B33194	3/31/07
116603	82 P'BILT 359 LUBE	066	06603	4R74693	9/30/07
116607	98 FORD L8501 LUBE	066	06607	5P49707	8/31/07
116608	98 FORD L8501 LUBE	066	06608	7L30550	8/31/07
116610	05 STERLING L8500 LU	066	06610	7E99046	12/31/07
	05 STERLING LUBE EQU	066	06610A		+++++++
130007	87 P'BILT TRACTOR	070	07007	9A53773	7/31/07
130010	94 P'BILT TRACTOR 37	070	07010	9A41857	5/31/07
130012	01 P'BILT TRACTOR	070	07012	9B53813	8/31/07
130013	02 P'BILT 385 TRACTO	070	07013	9B98512	8/31/07
130015	05 P'BILT 378 TRACTO	070	07015	9D55574	3/31/07
120202	82 FORD F800 6 WR/DU	072	07202	6D76742	1/31/08
810203	86 FORD F700 SAND SP	072	07203	4N69942	10/31/07
120217	00 STERLING 6 WHEEL	072	07217	6H83543	10/31/07
120218	00 STERLING 6 WHEEL	072	07218	6H83544	10/31/07
120222	04 STERLING 10 WHEEL	072	07222	7H37676	11/30/07
120304	95 INTL FB DUMP	073	07304	5D66196	7/31/07
120305	95 INTL FB DUMP	073	07305	5Y91846	7/31/07
120306	95 INTL FB DUMP	073	07306	5Y91847	7/31/07
120307	01 STERLING PATCH TR	073	07307	6K05485	12/31/07
120308	05 STERLING CONCRETE	073	07308	7R91018	12/31/07
120309	05 STERLING CONCRETE	073	07309	7R91017	12/31/07
111505	87 FRHT OIL SPREAD	075	07505	5Y91788	12/31/07
111506	00 STERLING TACK TRU	075	07506	6F76874	10/31/07
135013	HOMEMADE SCREED TRAI	080	08013	4GA4035	8/25/09
135015	06 CARSON 5'X 8'UT T	080	08015	4HG4844	1/26/11
135016	05 JUDA TRAILER 38"X	080	08016	4DY5339	11/04/10
136103	74 ZIEMAN 5TON CURE	081	08103	4CG3600	2/28/12
136106	74 ZIEMAN 5TON TILT	081	08106		+++++++
136107	77 ZIEMAN 2-AXLE TIL	081	08107	4BW1282	7/29/07
136111	79 MILLER 2-AXLE TIL	081	08111	4BW1671	9/30/07
136123	MILLER 2-AXLE TIL	081	08123		+++++++
136124	98 FLEMING TILT TLR	081	08124	4BW1673	9/30/07

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SULLY-MILLER CONTRACTING CO.
OWNED EQUIPMENT LIST

New Equip No.	DESCRIPTION	EQUIP CLASS	Old Equip No.	License No.	EXPIRATION DATE
136125	00 FLEMING 12' TILT	081	08125	4CZ7264	10/31/07
136126	03 ZIEMAN 2 AXLE TRA	081	08126	4EK8176	10/17/08
136127	03 ZIEMAN 5 TON TILT	081	08127	4EK8175	10/17/08
136128	03 ZIEMAN 5 TON TILT	081	08128	4EY4330	3/28/08
136129	05 ZIEMAN FLATBED RA	081	08129	4FT8168	11/27/09
136130	05 ZIEMAN FLATBED RA	081	08130	4FT8167	11/27/09
136131	03 MUELI UTILITY TRA	081	08131	4EJ3342	4/06/08
138202	89 LANDOLL FLATBED T	082	08202	4BW1806	8/31/07
138302	84 SIEBERT BOOSTER T	083	08302	4BR7005	5/31/07
138303	84 SIEBERT 40TON JEE	083	08303	4BR7006	5/31/07
138305	84 SIEBERT 9-AXLE LO	083	08305	4BR7007	5/31/07
138309	94 COZAD 60TON LOWBE	083	08309	4BR7008	5/31/07
138310	94 COZAD 60TON LOWBE	083	08310	4BW1807	8/31/07
138312	00 COZAD LOWBED TRAI	083	08312	4BW1808	8/31/07
138313	01 COZAD 60 TON LOWB	083	08313	1XD4210	7/29/07
138316	05 COZAD 4 FRAME 16	083	08316	4PT7545	10/19/09
138401	65 BROWN FLATBED TRA	084	08401	4CG2754	1/31/12
893602	65 BROWN 40' VAN TRA	086	08602		++++++
893605	HI-WAY 801C-403TA	086	08605	NON-OP	1/00/99
891713	97 60' SCOTS OFFICE	087	08713	CCE6177	12/30/07
891714	97 60' SCOTS OFFICE	087	08714	CCE6308	12/30/07
135801	85 SIEBERT 60TON DOL	088	08801	1UN4196	4/30/03
128201	94 CRANE ON #04-501	092	09201		++++++
253006	94 J/D 210C SKIP	120	12006		++++++
253008	96 MF650 SKIP 4 WD	120	12008		++++++
253009	96 MF650 SKIP 4 WD	120	12009		++++++
253010	97 MF650 SKIP 4 WD	120	12010		++++++
253011	97 MF650 SKIP 4 WD	120	12011		++++++
253012	98 J/D 210LE SKIP 4X	120	12012		++++++
253013	99 J/D 210LE SKIP 4X	120	12013		++++++
253014	00 J/D 210LE SKIP 4X	120	12014		++++++
253015	01 J/D 210LE SKIP 4X	120	12015		++++++
253016	01 J/D 210LE SKIP 4X	120	12016		++++++
253017	03 J/D 210LE SKIP 4X	120	12017		++++++
253018	04 J/D 210LE SKIP 4X	120	12018		++++++
253019	04 J/D 210LE SKIP 4X	120	12019		++++++
253020	04 J/D 210LE SKIP 4X	120	12020		++++++
253021	04 J/D 210LE SKIP 4X	120	12021		++++++
253022	04 J/D 210LE SKIP 4X	120	12022		++++++
253803	86 J/D 750 PETROMAT	128	12803	4DH7957	11/30/07
221006	06 KAWASAKI 80ZV LOA	130	13006		++++++
222106	94 CAT 966F LOADER	131	13106		++++++
860401	WALDON FORKLIFT	134	13401		++++++
860407	TOYOTA FORKLIFT	134	13407		++++++
860409	HYSTER FORKLIFT	134	13409		++++++
253207	00 CAT 446B BACKHOE	142	14207		++++++
253208	00 CAT 446B BACKHOE	142	14208		++++++
253209	04 CAT 446D BACKHOE	142	14209		++++++

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SULLY-MILLER CONTRACTING CO.
OWNED EQUIPMENT LIST

New Equip No.	DESCRIPTION	EQUIP CLASS	Old Equip No.	License No.	EXPIRATION DATE
253210	05 J/D 710G BACKHOE	142	14210		++++++
253211	05 J/D 710G BACKHOE	142	14211		++++++
231402	04 CAT 320CL EXCAVAT	144	14402		++++++
831006	85 I/R P153WJ 448	150	15006		++++++
831008	89 I/R P185WT 77	150	15008		++++++
831012	05 I/R COMPRESSOR	150	15012	SE559689	12/31/10
831013	05 I/R COMPRESSOR	150	15013	SE533847	12/31/10
831014	06 I/R COMPRESSOR	150	15014	SE533846	12/31/10
852402	05 MINNICH GANG DRILL	154	15402		++++++
879003	88 KLIEN 12000 GAL	160	16003		++++++
879005	02 KLEIN PORTO-TOWER	160	16005		++++++
720028	95 SOLAR ARROW BOARD	170	17028	SE438967	12/31/10
720029	95 SOLAR ARROW BOARD	170	17029	SE438965	12/31/10
720030	95 SOLAR ARROW BOARD	170	17030	SE438966	12/31/10
720032	95 SOLAR ARROW BOARD	170	17032	SE442401	12/31/10
720033	95 SOLAR ARROW BOARD	170	17033	SE442402	12/31/10
720034	95 SOLAR ARROW BOARD	170	17034	SE518494	12/31/10
720036	96 SOLAR ARROW BOARD	170	17036	SE456055	12/31/10
720037	96 SOLAR ARROW BOARD	170	17037	SE459228	12/31/10
720039	00 LED ARROWBOARD	170	17039	SE518499	12/31/10
720040	00 LED ARROWBOARD	170	17040	SE530950	12/31/10
720041	00 LED ARROWBOARD	170	17041	SE530970	12/31/10
720042	00 LED ARROWBOARD	170	17042	SE533845	12/31/10
720043	00 LED ARROWBOARD	170	17043	SE530971	12/31/10
720044	00 LED ARROWBOARD	170	17044	SE530952	12/31/10
720045	01 LED ARROWBOARD	170	17045	SE499983	12/31/10
720046	01 LED ARROWBOARD	170	17046	SE499980	12/31/10
720047	01 LED ARROWBOARD	170	17047	SE499979	12/31/10
720048	01 LED ARROWBOARD	170	17048	SE499981	12/31/10
720049	01 LED ARROWBOARD	170	17049	SE518497	12/31/10
720050	03 LED ARROWBOARD	170	17050	SE518518	12/31/10
720051	03 LED ARROWBOARD	170	17051	SE518519	12/31/10
720052	03 LED ARROWBOARD	170	17052	SE518520	12/31/10
721207	01 SOLAR TECH	172	17207	SE499975	12/31/10
721208	01 SOLAR TECH	172	17208	SE499977	12/31/10
721209	01 SOLAR TECH	172	17209	SE499984	12/31/10
721210	01 SOLAR TECH	172	17210	SE499974	12/31/10
721211	01 SOLAR TECH	172	17211	SE499976	12/31/10
721212	01 SOLAR TECH	172	17212	SE499978	12/31/10
721213	03 SOLAR TECH MESS B	172	17213	SE518522	12/31/10
721214	03 SOLAR TECH MESS B	172	17214	SE518521	12/31/10
715603	92 4K LIGHT TOWER	176	17603	SE530976	12/31/10
715611	01 4K LIGHT TOWER	176	17611	SE499988	12/31/10
715612	01 4K LIGHT TOWER	176	17612	SE499986	12/31/10
715613	01 4K LIGHT TOWER	176	17613	SE499985	12/31/10
258012	93 C/R CR551 PNEU PA	200	20012		++++++
258016	97 C/R CR551 PNEU PA	200	20016		++++++
258017	99 C/R CR551 PNEU PA	200	20017		++++++

03/12/07 13:04:55

SULLY-MILLER CONTRACTING CO.
OWNED EQUIPMENT LIST

New Equip No.	DESCRIPTION	EQUIP CLASS	Old Equip No.	License No.	EXPIRATION DATE
258018	00 C/R CR551 PNEU PA	200	20018		++++++
258019	01 C/R CR551 PNEU PA	200	20019		++++++
258020	02 C/R CR551 PNEU PA	200	20020		++++++
256021	03 C/R CR362 TRACK P	200	20021		++++++
256022	04 C/R CR562 TRACK P	200	20022		++++++
258102	85 B/K ASPH SHOULDER	201	20102		++++++
276401	02 GOMACO GT3600 CUR	204	20401		++++++
275001	PAV-SAVER CONC.FNSH		22001		++++++
855402	01 WHITEMAN ROLLER S	224	22402		++++++
855403	92 JD CONCRETE SCRRE	224	22403		++++++
290004	87 B/G 610H P/U MACH	240	24004		++++++
290005	90 B/G 610H P/U MACH	240	24005		++++++
290006	90 B/G 610H P/U MACH	240	24006		++++++
290010	99 LINCOLN P/U MACHI	240	24010		++++++
290011	00 LINCOLN H660 W/E	240	24011		++++++
450001	95 READ RD150B SCRRE		28001		++++++
	LEES BOBCAT	290	290220LB		++++++
	95 KENT HOE RAM 426B	292	29202		++++++
	95 KENT HOE PACK 426	294	29402		++++++
	SHREP/COMP WHEEL 446	294	29404		++++++
	COMP WHEEL FOR RYCAV	294	29406		++++++
	03 HYDRAULIC HAMMER	294	29407		++++++
239102	89 CAT 140G W/AGTEK	301	30102		++++++
239103	90 CAT 140G W/AGTEK	301	30103		++++++
239105	04 CAT 140H GRADER	301	30105		++++++
240201	93 CAT 14G W/AGTEK	302	30201		++++++
242003	86 J/D 762A SCRAPER	380	38003		++++++
242004	89 J/D 762B SCRAPER	380	38004		++++++
242005	05 CAT 613C2 SCRAPER	380	38005		++++++
213003	81 DYN CA15 S/D VIB	400	40003		++++++
213004	84 I/R SP48 S/D VIB	400	40004		++++++
213006	88 I/R SP54 S/D VIB	400	40006		++++++
213302	85 RAYGO 4000 S/D VI	403	40302		++++++
213303	91 HY C850B S/D VIB	403	40303		++++++
213305	97 I/R 175D S/D VIB	403	40305		++++++
213306	04 I/R SD-122DX S/D	403	40306		++++++
215008	94 CAT CB214C D/D VI	450	45008		++++++
215009	94 CAT 214C D/D VIB	450	45009		++++++
215010	95 CAT CB214 D/D VIB	450	45010		++++++
215012	95 CAT CB214C D/D VI	450	45012		++++++
215013	01 CAT CB214D D/D VI	450	45013		++++++
215014	05 CAT CB-214E D/D V	450	45014		++++++
215015	05 CAT CB-214E D/D V	450	45015		++++++
216308	93 CAT CB434 D/D VIB	453	45308		++++++
216309	04 I/R DD70HF D/D VI	453	45309		++++++
217511	96 CAT CB634 D/D VIB	455	45511		++++++
217512	96 DYNAPAC CCS01 D/D	455	45512		++++++
217513	96 I/R DD130 D/D VIB	455	45513		++++++

03/12/07 13:04:55

SULLY-MILLER CONTRACTING CO.
OWNED EQUIPMENT LIST

New Equip NO.	DESCRIPTION	EQUIP CLASS	Old Equip No.	License No.	EXPIRATION DATE
216514	00 I/R DD-110HS VIB	455	45514		++++++
216515	00 I/R DD-110HS VIB	455	45515		++++++
216516	01 I/R DD110HF VIB R	455	45516		++++++
216517	01 I/R DD110HF VIB R	455	45517		++++++
216518	04 I/R DD-118HF VIB	455	45518		++++++
205105	99 BOMAG BW9AS D/D S	461	46105		++++++
205106	99 BOMAG BW9AS D/D S	461	46106		++++++
205203	86 FERGUSON 8-12T RU	462	46203		++++++
206204	99 BOMAG 8-12T D/D S	462	46204		++++++
206205	99 BOMAG 8-12T D/D S	462	46205		++++++
201003	96 HYPAC C530A RTR	470	47003		++++++
201004	98 BOMAG BW11RH RTR	470	47004		++++++
202103	99 CAT PS360B RTR	471	47103		++++++
202104	01 CAT PS360B RTR	471	47104		++++++
841004	96 BROCE BROOM	490	49004		++++++
841005	97 BROCE BROOM	490	49005		++++++
842007	00 ELGIN SWEEPER	491	49007	4LJE974	7/26/07
844008	04 JOHNSTON 770 SWEE	491	49008	5EJY761	12/02/07
844011	07 TYMCO 600 SWEEPER	490	49011	5WQA185	12/02/07
871102	OFF ROAD TANK-INV CT	511	51102		++++++
871103	OFF ROAD TANK-INV CT	511	51103		++++++
871105	OFF RD TANK-INV CT10	511	51105		++++++
626109	IRWINDALE HOT PLANT	511	51109		++++++
874111	HEAVY DUTY 30WT MOTO	511	51111		++++++
874112	GUARDOL 30 WT MOTOR	511	51112		++++++
874113	HYDRAULIC OIL	511	51113		++++++
874114	85/90 GEAR OIL	511	51114		++++++
874115	ANTI-FREEZE	511	51115		++++++
871116	OFF RD TANK-INV 04L1	511	51116		++++++
144301	WATER TANK TRAILER	513	51301	SE399343	12/31/05
144302	90 DICO WATER TRAILER	513	51302	4DH7958	11/30/07
144305	WATER TANK TRAILER	513	51305	SM51305	11/04/03
144306	WATER TANK TRAILER	513	51306	4BR7001	5/31/07
912004	ALLADIN PRESSURE WAS	530	53004		++++++
912001	94 RECYCLER	540	54001		++++++
135002	80 SINGLE AXLE TOW T	550	55002		++++++
806104	02 MILLER CURB BUILD	551	55104	SE533798	12/31/10
850206	03 MECO 60 HP SAW	552	55206		++++++
850207	03 MECO 37HP SAW	552	55207		++++++
701404	96 HOMELITE GENERATO	554	55404		++++++
918600	03 PAINT STRIPER	556	55600		++++++
	96 SONAR AGTEK FOR G	556	55601		++++++
	36" BUCKET		55701		++++++
	48" BUCKET		55702		++++++
	FUEL USAGE FOR OUTSI		99999		++++++

* * * END OF REPORT * * *

Sully-Miller Contracting Company

EQUIPMENT LIST

TRACTOR/LOADER/SCRAPER

10	Skip Loader
2	950 Loader
6	966 Loader
5	Stomper
2	762 Scraper
1	860/613 Scraper

WATER TRUCK/TACK TRUCK

5	2 Axle Water Truck (1600-2400 gallons)
5	Tack Truck

MOTOR GRADER

BACKHOE/EXCAVATOR

5	Cat 12 G Blade
3	Cat 14 G Blade
8	Backhoe (426/446/580/780)
1	Backhoe & Ram
1	235 Excavator

MISCELLANEOUS EQUIPMENT

76	Pick Up Truck (1/2 Ton)
15	2 ton Flat Bed
15	1 Ton Flat Bed
20	Vibratory Plate (Wacker)
10	Water Tank
10	Compressor & Tools
12	Arrow Board (Gas or Solar)

ROLLERS

3	1-2 Ton Roller
3	3-5 Ton Roller
10	5-8 & 8-12 Roller
1	Buffalo Roller
4	Rubber Tire, 10-12 Ton
2	Rubber Tire, 25 Ton
10	Single Drum Vibratory
10	Double Drum Vibratory

ASPHALT EQUIPMENT/TRUCKING

8	Barber Greene/Cedarapids
2	Flat Saw
1	Sweeper (Power Broom)
1	Grinder
1	Welder w/Service Truck
1	Berm Machine
4	Kokal (Pickup) Machine
15	1 Ton Crew Truck s/Spray Rig

EXHIBIT “D”

List of Subcontractors:

LIST OF SUBCONTRACTORS

The Bidder shall set forth hereon, the name, location of the place of business, and telephone number of each subcontractor, including minority subcontractors, who will perform work or labor or render service to the Prime Contractor in or about the construction of the Work or improvement, or a subcontractor licensed by the state of California who, under subcontract to the Prime Contractor, specially fabricates and installs a portion of the Work or improvement according to detailed drawings contained in the Plans and Specifications, in an amount in excess of ½ 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 <u>DC Striping</u>	<u>Striping / Signs</u>
Address <u>183 Dixley St</u>	Dollar amount of contract \$ <u>3,500.</u>
City <u>Orange</u>	DBE / MBE / WBE / Racial Origin _____ (Circle one)
Phone no. <u>714 639 4550</u>	License No. <u>346095</u>

Name <u>HR Contractors</u>	<u>Structures</u>
Address <u>5198 Arlington Ave</u>	Dollar amount of contract \$ <u>39,000.</u>
City <u>Riverside</u>	DBE / MBE / WBE / Racial Origin _____ (Circle one)
Phone no. <u>951 3580774</u>	License No. <u>870359</u>

Name <u>CASE Land Survey</u>	<u>Survey</u>
Address <u>614 N. Sukhoff St</u>	Dollar amount of contract \$ <u>8,900.</u>
City <u>Orange</u>	DBE / MBE / WBE / Racial Origin _____ (Circle one)
Phone no. <u>714 628 8948</u>	License No. <u>L5411</u>

Name <u>KATO Landscape</u>	<u>Landscape / Irrigation</u>
Address <u>1818A Bushland St</u>	Dollar amount of contract \$ <u>163,611.</u>
City <u>Panorama Valley</u>	<input checked="" type="radio"/> DBE / MBE / WBE / Racial Origin <u>ASIAN PACIFIC</u> (Circle one)
Phone no. <u>714 963 4615</u>	License No. <u>806122</u>

LIST OF SUBCONTRACTORS

The Bidder shall set forth hereon, the name, location of the place of business, and telephone number of each subcontractor, including minority subcontractors, who will perform work or labor or render service to the Prime Contractor in or about the construction of the Work or improvement, or a subcontractor licensed by the state of California who, under subcontract to the Prime Contractor, specially fabricates and installs a portion of the Work or improvement according to detailed drawings contained in the Plans and Specifications, in an amount in excess of ½ 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 <u>Loopmasters</u>	<u>Loops</u>
Address <u>4740 Bryson St</u>	Dollar amount of contract \$ <u>2,470.</u>
City <u>Anaheim</u>	<input checked="" type="radio"/> DBE / <input type="radio"/> MBE / <input type="radio"/> WBE / Racial Origin _____ <small>(Circle one)</small>
Phone no. <u>714 630 8894</u>	License No. <u>755319</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. _____

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

Executed in Two Originals

Bond Number: 08952679/014049777

Premium: \$7,911.00

BOND FOR FAITHFUL PERFORMANCE

KNOW ALL MEN BY THESE PRESENTS: That we, SULLY-MILLER CONTRACTING COMPANY, a Delaware corporation, as PRINCIPAL, and Fidelity and Deposit Company of Maryland,* located at One Upper Pond Rd., Bldg E/F, Parsippany, NJ 07054 / ** , a corporation, incorporated under the laws of the State of MD/MA, admitted as a surety in the State of California, and authorized to transact business in the State of California, as SURETY, are held and firmly bound unto the CITY OF LONG BEACH, CALIFORNIA, a municipal corporation, in the sum of ONE MILLION ONE HUNDRED SEVENTY-THREE THOUSAND FOUR HUNDRED SEVENTY-SEVEN DOLLARS AND TWENTY CENTS (\$1,173,477.20), 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 Bid for the Atherton Storm Drain between McNab Avenue and Hackett Avenue *** 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 29th day of July, 2009.

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

Fidelity and Deposit Company of Maryland/
Liberty Mutual Insurance Company
SURETY, admitted in California
By: [Signature]
Name: Lisa Clark
Title: Attorney-in-Fact
Telephone: 513/984-2222

By: [Signature]
Name: GARY DOWNEY
Title: ASSISTANT SECRETARY

Approved as to form this 10th day of August, 2009.
ROBERT E. SHANNON, City Attorney
By: [Signature]
Deputy City Attorney

Approved as to sufficiency this 29th day of July, 2009.
By: [Signature]
City Manager/~~City Registrar~~

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

* Liberty Mutual Insurance Company
** 8044 Montgomery Rd., Ste 150E, Cincinnati, OH 45236
*** Plans & Specifications No. R-6739, HPLUL-5108(090)

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

STATE OF CALIFORNIA
COUNTY OF ORANGE

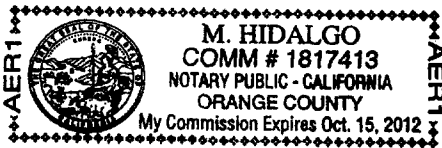


On August 3, 2009 before me, M. Hidalgo, personally appeared Michael Edwards and Gary Downey

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

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

WITNESS my hand and official seal



Notary Seal

Signature

M. Hidalgo
M. Hidalgo, Notary Public

OPTIONAL

Description of Attached Document

Title or Type of Document: Bond for Faithful Performance

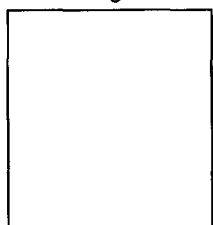
Document Date: July 29, 2009 Number of Pages: 1

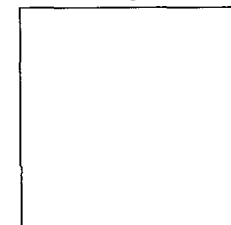
Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s):

Signer's Name Michael Edwards Signer's Name Gary Downey

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

Right Thumbprint
of Signer


Right Thumbprint
of Signer


Signer is Representing: SULLY-MILLER CONTRACTING COMPANY

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Los Angeles

On JUL 29 2009 before me, Kim Heredia, Notary Public,
DATE NAME, TITLE OF OFFICER - E.G., "JANE DOE, NOTARY PUBLIC"

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

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



WITNESS my hand and official seal.

[Signature]
SIGNATURE OF NOTARY

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

- INDIVIDUAL
- CORPORATE OFFICER

TITLE(S)

- PARTNER(S) LIMITED
- GENERAL

ATTORNEY-IN-FACT

TRUSTEE(S)

GUARDIAN/CONSERVATOR

OTHER: _____

DESCRIPTION OF ATTACHED DOCUMENT

TITLE OR TYPE OF DOCUMENT

NUMBER OF PAGES

JUL 29 2009

DATE OF DOCUMENT

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

Fidelity and Deposit Company of Maryland
Liberty Mutual Insurance Company

SIGNER(S) OTHER THAN NAMED ABOVE.

Notice to Oblige: At all times herein stated, any and all references to "Surety" shall incorporate "Co-Surety". Bond Number: 08952679/014049777
Executed in Two Originals LABOR AND MATERIAL BOND Premium included in performance bond.

KNOW ALL MEN BY THESE PRESENTS: That we, SULLY-MILLER CONTRACTING COMPANY, a Delaware corporation, as PRINCIPAL, and Fidelity and Deposit Company of Maryland/, located at One Upper Pond Rd., Bldg E/F, Parsippany, NJ 07054 /, a corporation, incorporated under the laws of the State of MD/MA, admitted as a surety in the State of California, and authorized to transact business in the State of California, as SURETY, are held and firmly bound unto the CITY OF LONG BEACH, a municipal corporation, in the sum of ONE MILLION SEVEN HUNDRED SEVENTY-THREE THOUSAND FOUR HUNDRED SEVENTY-SEVEN DOLLARS AND TWENTY CENTS (\$1,173,477.20), 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 Bid for the Atherton Storm Drain between McNab Avenue and Hackett Avenue 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 29th day of July, 2009.

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

Fidelity and Deposit Company of Maryland/
Liberty Mutual Insurance Company
SURETY, admitted in California
By: [Signature]
Name: Lisa Clark
Title: Attorney-in-Fact
Telephone: 513/984-2222

By: [Signature]
Name: GARY DOWNEY
Title: ASSISTANT SECRETARY

Approved as to form this 10th day of August, 2009.
ROBERT E. SHANNON, City Attorney
By: [Signature]
Deputy City Attorney

Approved as to sufficiency this ___ day of 8/20, 2009.
By: [Signature]
City Manager/Clerk

- 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.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

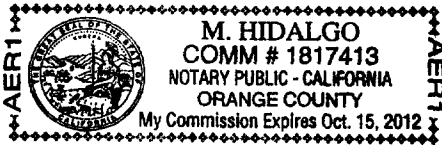
STATE OF CALIFORNIA }
COUNTY OF ORANGE

On August 3, 2009 before me, M. Hidalgo, personally appeared Michael Edwards and Gary Downey

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

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

WITNESS my hand and official seal



Notary Seal

Signature _____

M. Hidalgo
M. Hidalgo, Notary Public

OPTIONAL

Description of Attached Document

Title or Type of Document: Labor and Material Bond

Document Date: July 29, 2009 Number of Pages: 1

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s):

Signer's Name Michael Edwards Signer's Name Gary Downey

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

Signer is Representing: SULLY-MILLER CONTRACTING COMPANY

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Los Angeles

On JUL 29 2009 before me, Kim Heredia, Notary Public,
DATE NAME, TITLE OF OFFICER - E.G., "JANE DOE, NOTARY PUBLIC"

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

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



WITNESS my hand and official seal.

[Signature]
SIGNATURE OF NOTARY

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

- INDIVIDUAL
- CORPORATE OFFICER

TITLE(S)

- PARTNER(S) LIMITED
- TRUSTEE(S) GENERAL

ATTORNEY-IN-FACT

TRUSTEE(S)

GUARDIAN/CONSERVATOR

OTHER: _____

DESCRIPTION OF ATTACHED DOCUMENT

TITLE OR TYPE OF DOCUMENT

NUMBER OF PAGES

JUL 29 2009

DATE OF DOCUMENT

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

Fidelity and Deposit Company of Maryland
Liberty Mutual Insurance Company

SIGNER(S) OTHER THAN NAMED ABOVE.

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

KNOW ALL MEN BY THESE PRESENTS: That the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a corporation of the State of Maryland, by WILLIAM J. MILLS, Vice President, and GREGORY E. MURRAY, Assistant Secretary, in pursuance of authority granted by Article VI, Section 2, of the By-Laws of said Company, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof does hereby nominate, constitute and appoint Mike DAOUSSIS, Lisa CLARK, Erik JOHANSSON and Shirley BAUMAN, all of Los Angeles, California, EACH its true and lawful agent and Attorney-in-Fact to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: ~~any and all bonds and undertakings, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Company as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its office in Baltimore, Md., in their own proper persons.~~ This power of attorney to be void that issued on behalf of Mike DAOUSSIS, Lisa CLARK, Erik JOHANSSON, dated July 29, 2008.

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

IN WITNESS WHEREOF, the said Vice-President and Assistant Secretary have hereunto subscribed their names and affixed the Corporate Seal of the said FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 12th day of February, A.D. 2009.

ATTEST:

FIDELITY AND DEPOSIT COMPANY OF MARYLAND



Gregory E. Murray

William J. Mills

Gregory E. Murray Assistant Secretary

By:

William J. Mills

Vice President

State of Maryland }
City of Baltimore } ss:

On this 12th day of February, A.D. 2009, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, came WILLIAM J. MILLS, Vice President, and GREGORY E. MURRAY, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and they each acknowledged the execution of the same, and being by me duly sworn, severally and each for himself depose and saith, that they are the said officers of the Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and that the said Corporate Seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporation.

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



Maria D. Adamski

Maria D. Adamski

Notary Public

My Commission Expires: July 8, 2011

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

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

CERTIFICATE

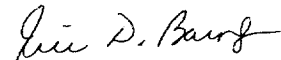
I, the undersigned, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that the Vice-President who executed the said Power of Attorney was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

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

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

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

this _____ day of **JUL 29 2009**, _____.



Assistant Secretary

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 VICTORIA M. CAMPBELL, LISA CLARK, KIM HEREDIA, MIKE DAOUSSIS, ERIK JOHANSSON, SHIRLEY BAUMAN, ALL OF THE CITY OF IRVINE, STATE OF CALIFORNIA

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

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

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

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

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

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

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

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Company and the corporate seal of Liberty Mutual Insurance Company has been affixed thereto in Plymouth Meeting, Pennsylvania this 27th day of January, 2009.

LIBERTY MUTUAL INSURANCE COMPANY

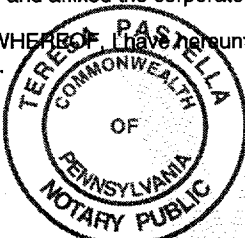
By Garnet W. Elliott, Assistant Secretary



COMMONWEALTH OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 27th day of January, 2009, 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 29th day of July, 2009



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.

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 SULLY-MILLER CONTRACTING COMPANY	SALES/USE TAX PERMIT NUMBER N/A
BUSINESS ADDRESS (street) 1100 E. ORANGETHORPE AVE., STE. 200 CITY, STATE, & ZIP CODE ANAHEIM, CA 92801	CONSUMER USE TAX ACCOUNT NUMBER
MAILING ADDRESS (street address or po box if different from business address) SAME 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"/>
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 N/A	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

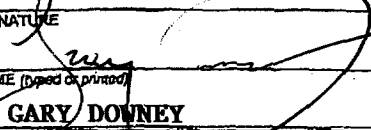
SECTION III - CERTIFICATION STATEMENT

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 ASSISTANT SECRETARY
NAME (typed or printed) GARY DOWNEY	DATE JULY 31, 2009

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. N/A
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 CONTRACT 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.

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 40001-40215; 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. The determination and collection of the correct amount of tax. Information you furnish to the Board may be used for the purpose of collecting tax liability.

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

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

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