

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

CONTRACT

31487

THIS CONTRACT is made and entered, in duplicate, as of January 6, 2010 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 January 5, 2010, 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 Reconstruction of the Belmont Shore Alleys in the City of Long Beach, California," bids were received, publicly opened on December 11, 2009 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-6717;

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-6717 for the Reconstruction of the Belmont Shore Alleys 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 Reconstruction of the Belmont Shore Alleys in the City of Long Beach, California," attached hereto as Exhibit "A".

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

4 3. CONTRACT DOCUMENTS.

5 A. The Contract Documents include: The Notice Inviting Bids,
6 Plans & Specifications No. R-6717 (which may include by reference the Standard
7 Specifications for Public Works Construction, latest edition, and any supplements
8 thereto, collectively the "Standard Specifications"); the City of Long Beach
9 Standard Plans; Plans and Drawings No. C-5690 for this work; the California Code
10 of Regulations; the various Uniform Codes applicable to trades; the prevailing
11 wage rates; Instructions to Bidders; the Bid; the bid security; the City of Long
12 Beach Disadvantaged, Minority and Women-Owned Business Enterprise Program;
13 this Contract and all documents attached hereto or referenced herein including but
14 not limited to insurance; Bond for Faithful Performance; Payment Bond; Notice to
15 Proceed; Notice of Completion; any addenda or change orders issued in
16 accordance with the Standard Specifications; any permits required and issued for
17 the work; approved final design drawings and documents; and the Information
18 Sheet. These Contract Documents are incorporated herein by the above
19 reference and form a part of this Contract.

20 B. Notwithstanding Section 2-5.2 of the Standard Specifications,
21 if any conflict or inconsistency exists or develops among or between Contract
22 Documents, the following priority shall govern: 1) Change Orders; 2) this Contract;
23 3) Permit(s) from other public agencies; 4) Plans & Specifications No. R-6717; 5)
24 Addenda; 6) Plans and Drawings No. C-5690; 7) the City of Long Beach Standard
25 Plans; 8) Standard Specifications; 9) other reference specifications; 10) other
26 reference plans; 11) the bid; and 12) the Notice Inviting Bids.

27 4. TIME FOR CONTRACT. Contractor shall commence work on a date
28 to be specified in a written "Notice to Proceed" from City and shall complete all work

1 within forty (40) working days thereafter, subject to strikes, lockouts and events beyond
2 the control of Contractor. Time is of the essence hereunder. City will suffer damage if
3 the work is not completed within the time stated, but those damages would be difficult or
4 impractical to determine. So, Contractor shall pay to City, as liquidated damages, the
5 amount stated in the Contract Documents.

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

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

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

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

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

1 of all insurance required in the Contract Documents.

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

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

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

16 12. COORDINATION WITH GOVERNMENTAL REGULATIONS.

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

25 B. If Contractor is prevented, in any manner, from strict
26 compliance with the Plans and Specifications due to any Federal or State law, rule
27 or regulation, in addition to all other rights and remedies reserved to the parties
28 City may by resolution of the City Council suspend performance hereunder until

1 the cause of disability is removed, extend the time for performance, make changes
2 in the character of the work or materials, or terminate this Contract without liability
3 to either party.

4 13. NOTICES.

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

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

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

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

27 16. CERTIFIED PAYROLL RECORDS.

28 A. Contractor shall keep and shall cause each subcontractor

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

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

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

22 17. RESPONSIBILITY OF CONTRACTOR. Notwithstanding anything to
23 the contrary in the Standard Specifications, Contractor shall have the responsibility, care
24 and custody of the work. If any loss or damage occurs to the work that is not covered by
25 collectible commercial insurance, excluding loss or damage caused by earthquake or
26 flood or the negligence or willful misconduct of City, then Contractor shall immediately
27 make the City whole for any such loss or pay for any damage. If Contractor fails or
28 refuses to make the City whole or pay, then City may do so and the cost and expense of

1 doing so shall be deducted from the amount due Contractor from City hereunder.

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

5 19. TAXES AND TAX REPORTING.

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

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

23 C. Contractor shall create and operate a buying company, as
24 defined in State of California Board of Equalization Regulation 1699, subpart (h),
25 in City if Contractor will purchase over \$10,000 in tangible personal property
26 subject to California sales and use tax.

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

1 address for its mailing address. Copies of the form and permit(s) shall also be
2 delivered to the City Engineer. The form must be submitted and the permit(s)
3 obtained as soon as Contractor receives a Notice to Proceed. Contractor shall not
4 order any materials or equipment over \$100,000 from vendors outside California
5 until the form is submitted and the permit(s) obtained and, if Contractor does so, it
6 shall be a material breach of this Contract. In addition, Contractor shall make all
7 purchases from the Long Beach sales office of its vendors if those vendors have a
8 Long Beach office and all purchases made by Contractor under this Contract
9 which are subject to use tax of \$500,000 or more shall be allocated to the City of
10 Long Beach. Contractor shall require the same cooperation with City, with regards
11 to subsections B, C and D under this section (including forms and permits), from
12 its subcontractors and any other subcontractors who work directly or indirectly
13 under the overall authority of this Contract.

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

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

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

27 22. NO PECULIAR RISK. Contractor acknowledges and agrees that the
28 work to be performed hereunder does not constitute a peculiar risk of bodily harm and

1 that no special precautions are required to perform said work.

2 23. THIRD PARTY BENEFICIARY. This Contract is intended by the
3 parties to benefit themselves only and is not in any way intended or designed to or
4 entered for the purpose of creating any benefit or right of any kind for any person or entity
5 that is not a party to this Contract.

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

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

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

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

27 28. COSTS. If there is any legal proceeding between the parties to
28 enforce or interpret this Contract or to protect or establish any rights or remedies

1 hereunder, the prevailing party shall be entitled to its costs, including reasonable
2 attorney's fees.

3 29. NONDISCRIMINATION. In connection with performance of this
4 Contract and subject to federal laws, rules and regulations, Contractor shall not
5 discriminate in employment or in the performance of this Contract on the basis of race,
6 religion, national origin, color, age, sex, sexual orientation, gender identity, AIDS, HIV
7 status, handicap or disability. It is the policy of the City to encourage the participation of
8 Disadvantaged, Minority and Women-Owned Business Enterprises, and the City
9 encourages Contractor to use its best efforts to carry out this policy in the award of all
10 subcontracts.

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

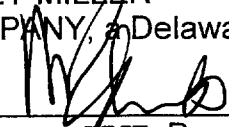
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IN WITNESS WHEREOF, the parties have caused this document to be duly executed with all formalities required by law as of the date first stated above.

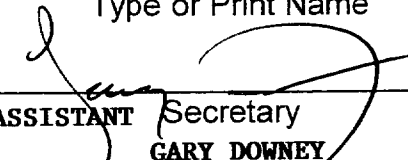
SULLY-MILLER CONTRACTING COMPANY, a Delaware corporation

JANUARY 21, 2010

By 
VICE President

MICHAEL EDWARDS
Type or Print Name

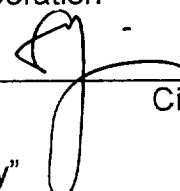
JANUARY 21, 2010

By 
ASSISTANT Secretary
GARY DOWNEY
Type or Print Name

"Contractor"

CITY OF LONG BEACH, a municipal corporation
Assistant City Manager

2-3, 2010

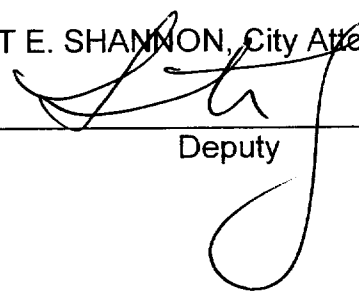
By 
City Manager

EXECUTED PURSUANT TO SECTION 301 OF THE CITY CHARTER

"City"

This Contract is approved as to form on 1/28

2010.

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

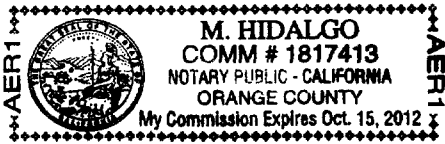


On January 21, 2010 before me, M. Hidalgo, personally appeared Michael Edwards and Gary Downey

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: January 21, 2010 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

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.

TITLE

Chairman of the Board
President
Chief Financial Officer/Treasurer/Vice President
Vice President/Assistant Secretary
Secretary
Assistant Secretary
Assistant Secretary
Assistant Secretary

NAME

Gordon R. Crawley
David Martinez
Timothy P. Orchard
Michael Edwards
Anthony L. Martino II
George Aldrich
Scott Bottomley
Gary Downey

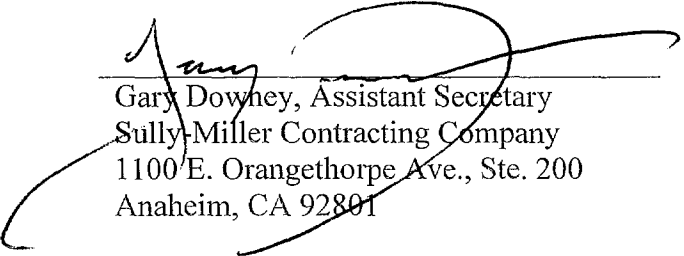
I further certify that the following is a true and correct copy of a resolution duly adopted by the Board of Directors of said Company at a meeting held on January 16th, 2009, and that this resolution has not been in any way rescinded, annulled, or revoked but the same is still in full force and effect:

“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

**BID TO THE CITY OF LONG BEACH
RECONSTRUCTION OF THE BELMONT SHORE ALLEYS**

In accordance with the Notice Inviting Bids for this Work in the City of Long Beach, California, to be opened on December 11, 2009 at 10:00 a.m., we offer to furnish all necessary labor, tools, materials, appliances and equipment for and perform all Work mentioned in the Notice Inviting Bids, in full compliance with Plans & Specifications No. R-6717 at the following prices:

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE (IN FIGURES)	ITEM TOTAL (IN FIGURES)
1.	Concrete Removal	1359	CY	66. ✓	89,694. ✓
2.	Bituminous Pavement Removal	120	CY	81. ✓	9,720. ✓
3.	Unclassified Excavation	120	CY	75. ✓	9,000. ✓
4.	Adjust City Manhole Frame & Cover	57	Ea	100. ✓	5,700. ✓
5.	Adjust Water Gate Box & Cover	38	Ea	100. ✓	3,800. ✓
6.	Reconstruct Water Gate Box & Cover	147	Ea	180. ✓	26,460. ✓
7.	Adjust Gas Valve Box & Cover	26	Ea	100. ✓	2,600. ✓
8.	Reconstruct Gas Meter Box & Cover	3	Ea	450. ✓	1,350. ✓
9.	Spike & Washer and/or Survey Ties	20	Ea	250. ✓	5,000. ✓
10.	PCC Curb, GB Type A1, Integral	768	LF	21. ✓	16,128. ✓
11.	PCC Curb & Gutter, GB Type A2, W=1.5'	1,250	LF	24.50	30,625. ✓
12.	PCC Sidewalk, 3" Thick	1,700	SF	4.50	7,650. ✓
13.	Curb Ramp Detectable Warning Surface	1,152	SF	32. ✓	36,864. ✓
14.	PCC Alley Intersection, 6" Thick	2,000	SF	6. ✓	12,000. ✓
15.	PCC Pavement, 6" Thick	71,408	SF	3.45	246,357.60
16.	PCC Cross Gutter, 8" Thick	20	SF	7.10	142. ✓

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE (IN FIGURES)	ITEM TOTAL (IN FIGURES)
17.	Crushed Miscellaneous Base	120	CY	65. ✓	7,800. ✓
18.	Asphalt Concrete Pavement	120	Ton	150. ✓	18,000. ✓
19.	(S) Slurry Seal	20	ELT	525. ✓	10,500. ✓
20.	(S) Pavement Markers, Markings and Traffic Striping	1	LS	3,100. ✓	3,100. ✓
21.	Trash Enclosures	3	Ea	12,000. ✓	36,000. ✓
22.	Temporary Traffic Control	1	LS	8,400. ✓	8,400. ✓

TOTAL AMOUNT BID 586,890.⁶⁰

We understand that these quantities are estimates only and are given solely for the purpose of facilitating the comparison of Bids, and that the Contractor's compensation will be computed on the basis of the actual quantities in the completed Work.

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

THE CITY OF LONG BEACH

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: **JANUARY 21, 2010**

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: WC7-631-004125-659
 - B. Name of Insurer (NOT Broker): LIBERTY MUTUAL INSURANCE 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 PROJECT ***
 - B. Automobile Liability Insurance Policy Number: AS2-631-004125-679
 - 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: 20

- 5) Estimated total wages to be paid those workers: \$220,000

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

- 7) Estimated total number of independent contractors to be used on this Contract: FOUR (4) SUBCONTRACTORS
(Describe schedule: For example, weekly or every other week or monthly)

- 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 B	010	01105	5ATX743	12/16/07
101105	03 FORD TAURUS SES D	010	01106	5ATX744	12/16/07
105109	04 JEEP LIBERTY LIMI	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	5SLN270	12/28/07
101121	06 CHRYSLER 300 TOUR	010	01121	5TRT815	3/24/07
101124	07 CHRYSLER 300 SDN	010	01124	5WSP469	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	5Y53121	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	7S47543	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 SUPE	020	02077	7N99321	8/31/07
104078	05 FORD F150 XL SUPE	020	02078	7P50816	9/30/07
104080	05 FORD F150 XL SUPE	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	7P50815	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.	Licence 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	5Y92023	6/30/07
113010	00 FRHT FL70 2.2K WA	050	05010	6P76875	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 Mechani	065	06518	7U26386	3/31/07
	05 FORD F450 Mechani	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	7P99046	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 WH/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	6P76874	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 WELBY UTILITY TRA	081	08131	4BJ3342	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	4FT7545	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	4DR7957	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	97 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 P152WL 2.43	150	15006		+++++++
831008	89 I/R D185WT	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 DRIL	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		++++++
258021	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. FMSH		22001		++++++
855402	01 WHITEMAN ROLLER S	224	22402		++++++
855403	92 JD CONCRETE SCREE	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 SCREE		28001		++++++
	LEES HOBCAT	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 EXCAV	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 CC501 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 BWSAS D/D S	461	46105		++++++
205106	99 BOMAG BWSAS 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	SR399343	12/31/05
144302	90 DICO WATER TRAILER	513	51302	4DR7958	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	SR533798	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

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

Name And Address Of Subcontractor	Classification Or Type Of Work
Name PAVING <u>PAVING and Sealing</u> 2013 <u>2013</u> Address 10240 SAN SERAFINE <u>ROSEMOUNT AVE</u> City MIRAMONTE <u>FO. EL MONTE</u> Phone no. 714 826 3011 <u>626 452 0200</u>	<u>Slurry Seal</u> <u>Slurry Seal</u> Dollar amount of contract \$ 17,500. <u>10,000.</u> DBE / MBE / WBE / Racial Origin _____ (Circle one) License No. 303609 <u>624257</u>

Name <u>Granstrom Masonry</u> Address <u>PO BOX 7041</u> City <u>Torrance</u> Phone no. <u>310 327 2527</u>	<u>Trash Enclosures</u> Dollar amount of contract \$ <u>25,500.</u> DBE / MBE / WBE / Racial Origin _____ (Circle one) License No. <u>629489</u>
--	--

Name <u>CASE Land Survey</u> Address <u>614 Edchuff St.</u> City <u>Orange</u> Phone no. <u>714 628 8948</u>	<u>Survey</u> Dollar amount of contract \$ <u>17,000.</u> DBE / MBE / WBE / Racial Origin _____ (Circle one) License No. <u>L5411</u>
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Name <u>J&S Striping</u> Address <u>1715 Bluebird</u> City <u>Santa Fe Springs</u> Phone no. <u>562 777 2411</u>	<u>Striping</u> Dollar amount of contract \$ <u>2,700.</u> DBE / MBE / WBE / Racial Origin _____ (Circle one) License No. <u>538211</u>
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APPENDIX A

**APPLICATION FOR
USE TAX DIRECT PAYMENT PERMIT**

Please type or print clearly. Read instructions on reverse before completing this form.

SECTION I - BUSINESS INFORMATION

NAME OF BUSINESS OR GOVERNMENTAL ENTITY N/A		SALES/USE TAX PERMIT NUMBER
BUSINESS ADDRESS (street)		CONSUMER USE TAX ACCOUNT NUMBER
CITY, STATE, & ZIP CODE		If applicant is applying for either a sales/use tax permit or a consumer use tax account in addition to a use tax direct payment permit check here <input type="checkbox"/>
MAILING ADDRESS (street address or po box if different from business address)		
CITY, STATE, & ZIP CODE		NAME UNDER WHICH BUSINESS IS TO BE TRANSACTED IF DIFFERENT THAN ABOVE

SECTION II - MULTIPLE BUSINESS LOCATIONS

LIST BELOW THE BUSINESS AND MAILING ADDRESSES OF ALL LOCATIONS WHERE PROPERTY PURCHASED UNDER A USE TAX DIRECT PAYMENT CERTIFICATE WILL BE USED. IF ADDITIONAL SPACE IS NEEDED, ATTACH A SEPARATE SHEET

1. BUSINESS ADDRESS	4. BUSINESS ADDRESS
MAILING ADDRESS	MAILING ADDRESS
2. BUSINESS ADDRESS	5. BUSINESS ADDRESS
MAILING ADDRESS	MAILING ADDRESS
3. BUSINESS ADDRESS	6. BUSINESS ADDRESS
MAILING ADDRESS	MAILING ADDRESS

SECTION III - CERTIFICATION STATEMENT

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

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

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

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

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

SIGNATURE	TITLE
NAME (typed or printed)	DATE

(See reverse side for general information and filing instructions)

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

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

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

To qualify for a *Use Tax Direct Payment Permit*, an applicant must meet the following conditions:

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

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

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

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

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

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

The completed *Application for Use Tax Direct Payment Permit*, 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 a *Use Tax Direct Payment 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 916-445-5167, or write to the Board of Equalization, Compliance Policy Unit, P.O. Box 942879, Sacramento, CA 94279-0040.

State of California
BOARD OF EQUALIZATION

SALES AND USE TAX REGULATIONS

Regulation 1699.6 USE TAX DIRECT PAYMENT PERMITS

Reference: Sections 6007, 6070, and 7051.3, Revenue and Taxation Code

(a) FOREWORD. "Use tax direct payment permit" means a permit issued by the board that allows a use tax direct payment permit holder to self-assess and pay state, local, and district use taxes under Part 1 (commencing with Section 6001, Part 1.5 (commencing with Section 7200), and, if applicable, Part 1.6 (commencing with Section 7251) directly to the board. The provisions of this regulation apply only to transactions subject to use tax.

(b) (1) APPLICATION FOR PERMIT. Persons seeking to pay use taxes directly to the board shall file an application for a use tax direct payment permit. An application for a use tax direct payment permit shall be made on Board of Equalization Form BOE-400-DP (no revision date). The application shall be signed by the owner, if a natural person; in the case of an association or partnership, by a member or partner; and in the case of a corporation, by an executive officer or some person specifically authorized by the corporation to sign the application.

(2) Within 30 days of receipt of an application for a direct payment permit the board shall inform the applicant in writing either that the application is complete and has been accepted or that the application is deficient and what additional specific information is required to make the application complete. Within 60 days of acceptance of a complete application the board shall approve or deny the issuance of a direct payment permit and notify the applicant in writing of its decision.

(c) REQUIREMENTS FOR PERMIT. Pursuant to an application, a use tax direct payment permit shall be issued to any person who meets all of the following conditions:

(1) The applicant agrees to self-assess and pay directly to the board any use tax liability incurred under this regulation.

(2) The applicant certifies to the board either of the following:

(A) The applicant is the purchaser for its own use or is the lessee of tangible personal property subject to the use tax at a cost of five hundred thousand dollars (\$500,000) or more in the aggregate, during the calendar year immediately preceding the application for the permit. Tangible personal property purchased for own use includes both property subject to use tax and property exempt from use tax except that it does not include property purchased for resale; or

(B) The applicant is a county, city, city and county, or redevelopment agency.

(d) REPORTING OF LOCAL USE TAX. Any person who holds a valid use tax direct payment permit shall self-assess and pay directly to the board with each return the use taxes due under Division 2, Part 1 (commencing with Section 6001), Part 1.5 (commencing with Section 7200), and, if applicable, Part 1.6 (commencing with Section 7251), for all purchases subject to use tax for which a use tax direct payment exemption certificate was issued, and shall report the local use tax component to the jurisdiction in which the property is located at the time the state imposed use tax must be reported. Temporary storage for the purpose of reporting local tax shall be disregarded. Any tax so reported may be redistributed in accordance with law.

(e) RETURNS. On or before the last day of the month following each quarterly period, a holder of a direct payment permit shall file a return with the board. The person required to file the return shall deliver it together with a remittance for the amount of tax due to the board. The return shall show the aggregate sales price of tangible personal property purchased during the reporting period with respect to which the person filing the return has issued a use tax direct payment exemption certificate relieving the retailer of liability for reporting and paying use tax, and such other information as the board may require.

(f) EXEMPTION CERTIFICATES. The board shall allow any holder of a use tax direct payment permit to issue a use tax direct payment certificate to any registered retailer or seller subject to all of the following:

Regulation 1699.6 (Continued)

(1) The use tax direct payment exemption certificate shall be in a form prescribed by the board, and shall be signed by, and bear the name, address, and permit number of, the holder of the use tax direct payment permit.

(2) Once a use tax direct payment exemption certificate has been issued by a holder of a use tax direct payment permit, it shall remain effective until revised or withdrawn by the holder of the permit or until the retailer or seller has received written notice that the permit has been revoked by the board.

(3) A use tax direct payment certificate relieves a person selling property from the duty of collecting use tax only if taken timely and in good faith from a person who holds a use tax direct payment permit. A certificate will be considered timely if it is taken at any time before the seller bills the purchaser for the property, or any time within the seller's normal billing and payment cycle, or any time at or prior to delivery of the property to the purchaser.

(4) A purchaser who issues a use tax direct payment certificate that is accepted in good faith by a seller or retailer of tangible personal property shall be the sole person liable for any sales tax and related interest and penalties with respect to any transaction that is subsequently determined by the board to be subject to sales tax and not use tax. The local sales tax portion so determined shall be allocated to the city, county, city and county, or redevelopment agency to which the tax would have been allocated if it had been reported and paid by the retailer in accordance with Part 1.5 (commencing with Section 7200). Such allocation shall be based on the place of sale as provided in Regulation 1802 and Regulation 1822.

(5) Any person who holds a use tax direct payment permit and gives a use tax direct payment certificate to a seller or retailer shall, in addition to any applicable use tax liabilities, be subject to the same penalty provisions that apply to a seller or retailer.

(g) RESALE TRANSACTIONS. A use tax direct payment exemption certificate shall not be substituted for a resale certificate, because the tax consequences are different. Resale certificates shall only be issued with respect to property which the purchaser intends to resell, and use tax direct payment exemption certificates shall be issued only for property purchased for use or other consumption. If a retailer makes sales under both a use tax direct payment exemption certificate and a resale certificate to the same customer, an audit trail must be maintained to identify which property is sold pursuant to each certificate.

(h) REVOCATION OF PERMIT. The board may revoke the use tax direct payment permit of any person who falls to purchase tangible personal property for own use of at least \$500,000 per year. The permit shall remain valid for all transactions taking place prior to the date the permit is revoked.

(i) SUCCESSOR ENTITIES. A successor entity to a use tax direct payment permit holder shall qualify to obtain a use tax direct payment permit if the predecessor entity so qualified in the calendar year in which the succession occurred but must obtain its own permit.

(j) OPERATIVE DATE. The provisions of this regulation apply only to purchases that occur on or after January 1, 1998.

History: Adopted September 23, 1998, effective July 9, 1999.

Regulations are issued by the State Board of Equalization to implement, interpret or make specific provisions of the California Sales and Use Tax Law and to aid in the administration and enforcement of that law. If you are in doubt about how the Sales and Use Tax Law applies to your specific activity or transaction, you should write the nearest State Board of Equalization office. Requests for advice regarding a specific activity or transaction should be in writing and should fully describe the facts and circumstances of the activity or transaction.



Notice

STATE BOARD OF EQUALIZATION

450 N Street
Sacramento
California 95814

BOARD MEMBERS

JOMAN KLEHS
First District
Hayward

DEAN F. ANDAL
Second District
Stockton

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DRONENBURG, JR.
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Fourth District
Los Angeles

Kathleen Connell
State Controller
Sacramento

Executive Director
BURTON W. OLIVER

Sales Tax Jobsite Sub-Permits for Construction Contractors

Some construction contractors are liable for sales or use tax on materials and fixtures consumed or sold on construction contracts. A portion of that tax, the local tax, is distributed to the county government, and city governments within the county, of the jobsite location. The allocation of the local tax is performed by listing the amount of local tax due to each county on Schedule B of the sales and use tax return.

Effective January 1, 1995, construction contractors may elect to allocate the local sales and use tax derived from construction contracts of \$5,000,000 (five million dollars) or more directly to the local jurisdiction where the jobsite is located. This is accomplished by obtaining a sub-permit of their seller's permit for a specific jobsite and allocating the local tax to that jobsite on Schedule C of their sales and use tax return. This qualifying contract price applies to each contract or sub-contract for work performed at the jobsite. Contractors who are already fulfilling a construction contract on January 1, 1995, must have work remaining with a value of \$5,000,000 or more. The sub-permit will be automatically closed-out six months after the estimated completion date of the contract. If delays extend the completion date, contractors should contact the Board of Equalization to extend the active period of the sub-permit.

Permits will not be issued to contractors who are not normally sellers of materials. Contractors may not purchase tangible personal property for resale, including materials, which they will install or consume at the jobsite.

Contractors may not purchase machinery and equipment, to be used on the construction job, without payment of sales tax in order to allocate the use tax to the specific jobsite.

Local tax on sales of machinery and equipment by the contractor as part of the contract, should continue to be allocated to the contractor's permanent place of business where the principal negotiations of the contract take place in accordance with Regulation 1802.

In accordance with Regulation 1806, where the contractor has not elected to obtain a sub-permit, local tax must still be allocated countywide using Schedule B for jobsites which have contracts of \$5,000,000 or more along with smaller contracts of less than \$5,000,000.

If you have any questions regarding a sub-permit for construction jobsites, please contact the nearest Board of Equalization office.

January 1995

State of California
BOARD OF EQUALIZATION

SALES AND USE TAX REGULATIONS

Regulation 1699. PERMITS

Reference: Sections 6066-6075, Revenue and Taxation Code.

(a) IN GENERAL – NUMBER OF PERMITS REQUIRED. Every person engaged in the business of selling (or leasing under a lease defined as a sale in Revenue and Taxation Code section 6006(g)) tangible personal property of a kind the gross receipts from the retail sale of which are required to be included in the measure of the sales tax, and only a person actively so engaged, is required to hold a permit for each place of business in this state at which transactions relating to sales are customarily negotiated with his or her customers. For example:

A permit is required for a branch sales office at which orders are customarily taken or contracts negotiated, whether or not merchandise is stocked there.

No additional permits are required for warehouses or other places at which merchandise is merely stored and which customers do not customarily visit for the purpose of making purchases and which are maintained in conjunction with a place of business for which a permit is held; but at least one permit must be held by every person maintaining stocks of merchandise in this state for sale. However, permits are required for warehouses or other places at which merchandise is stored and from which retail sales of such merchandise negotiated out of state are delivered or fulfilled.

If two or more activities are conducted by the same person on the same premises, even though in different buildings, only one permit is required. For example:

A service station operator having a restaurant in addition to the station on the same premises requires only one permit for both activities.

(b) PERSONS SELLING IN INTERSTATE COMMERCE OR TO UNITED STATES GOVERNMENT. A permit is not required to be held by persons all of whose sales are made exclusively in interstate or foreign commerce but a permit is required of persons notwithstanding all their sales (or leases under a lease defined as a sale in Revenue and Taxation Code section 6006(g)) are made to the United States or instrumentalities thereof.

(c) PERSONS SELLING FEED. Effective April 1, 1996, a permit is not required to be held by persons whose sales consist entirely of sales of feed for any form of animal life of a kind the products of which ordinarily constitute food for human consumption (food animals), or for any form of animal life not of such a kind (nonfood animals) which are being held for sale in the regular course of business, provided no other retail sales of tangible personal property are made.

If a seller of hay is also the grower of the hay, this exemption shall apply only if either:

1. The hay is produced for sale only to beef cattle feedlots or dairies, or
2. The hay is sold exclusively through a farmer-owned cooperative.

(d) CONCESSIONAIRES. For the purposes of this regulation, the term concessionaire is defined as an independent retailer who is authorized, through contract with, or permission of, another retail business enterprise (the prime retailer), to operate within the perimeter of the prime retailer's own retail business premises, which to all intents and purposes appear to be wholly under the control of that prime retailer, and to make retail sales that to the general public might reasonably be believed to be the transactions of the prime retailer. Some indicators that a retailer is *not* operating as a concessionaire are that he or she:

- Appears to the public to be a business separate and autonomous from the prime retailer. Examples of businesses that may appear to be separate and autonomous, while operating within the prime retailer's premises, are those with signs posted on the premises naming each of such businesses, those with separate cash registers, and those with their own receipts or invoices printed with their business name.
- Maintains separate business records, particularly with respect to sales.

Regulation 1699. (Cont.)

- Establishes his or her own selling prices.
- Makes business decisions independently, such as hiring employees or purchasing inventory and supplies.
- Registers as a separate business with other regulatory agencies, such as an agency issuing business licenses, the Employment Development Department, and/or the Secretary of State.
- Deposits funds into a separate account.

In cases where a retailer is not operating as a concessionaire, the prime retailer is *not* liable for any tax liabilities of the retailer operating on his or her premises. However, if a retailer is deemed to be operating as a concessionaire, the prime retailer may be held jointly and severally liable for any sales and use taxes imposed on unreported retail sales made by the concessionaire while operating as a concessionaire. Such a prime retailer will be relieved of his or her obligation for sales and use tax liabilities incurred by such a concessionaire for the period in which the concessionaire holds a permit for the location of the prime retailer or in cases where the prime retailer obtains and retains a written statement that is taken in good faith in which the concessionaire affirms that he or she holds a seller's permit for that location with the Board. The following essential elements must be included in the statement in order to relieve the prime retailer of his or her liability for any unreported tax liabilities incurred by the concessionaire:

- The permit number of the concessionaire
- The location for which the permit is issued (must show the concessionaire's location within the perimeter of the prime retailer's location)
- Signature of the concessionaire
- Date

While any statement, taken timely, in good faith and containing all of these essential elements will relieve a prime retailer of his or her liability for the unreported sales or use taxes of a concessionaire, a suggested format of an acceptable statement is provided as Appendix A to this regulation. While not required, it is suggested that the statement from the concessionaire contain language to clarify which party will be responsible for reporting and remitting the sales and/or use tax due on his or her retail sales.

In instances where the lessor, or grantor of permission to occupy space, is not a retailer himself or herself, he or she is not liable for any sales or use taxes owed by his or her lessee or grantee. In instances where an independent retailer leases space from another retailer, or occupies space by virtue of the granting of permission by another retailer, but does not operate his or her business within the perimeter of the lessor's or grantor's own retail business, such an independent retailer is not a concessionaire within the meaning of this regulation. In this case, the lessor or grantor is not liable for any sales or use taxes owed by the lessee or grantee.

(e) AGENTS. If agents make sales on behalf of a principal and do not have a fixed place of business, but travel from house to house or from town to town, it is unnecessary that a permit be obtained for each agent if the principal obtains a permit for each place of business located in California. If, however, the principal does not obtain a permit for each place of business located in California, it is necessary for each agent to obtain a permit.

(f) INACTIVE PERMITS. A seller's permit may only be held by a person actively engaged in business as a seller of tangible personal property. The Board may revoke a seller's permit where it finds that the person holding the permit is not actively engaged in business as a seller of tangible personal property.

(1) Any person who holds a seller's permit but is not actively engaged in business as a seller of tangible personal property shall promptly surrender the permit by notifying the Board to cancel it.

(2) Except as explained in paragraph (3) of this subdivision, a person holding a seller's permit will be held liable for any taxes, interest, and penalties incurred, through the date on which the Board is notified to cancel the permit, by any other person who, with the permit holder's actual or constructive knowledge, uses the permit in any way. For example, a permit holder may be held liable for tax, interest, and penalty actually incurred by his or her transferee where the transferee displays the permit in his or her place of business, or uses the permit number on a resale certificate, or files sales and use tax returns under the permit number. The permit holder has the burden of establishing that the Board received notice to cancel the permit.

(A) The permit holder may notify the Board by delivering the actual seller's permit to the Board with the clear request that the permit be canceled. Where the reason for cancellation is that the permit holder transferred the business, the permit holder should identify the name and address of the transferee at the time the permit is surrendered to the Board. The permit holder may also notify the Board by delivering a written statement or email to

Regulation 1699. (Cont.)

the Board that the permit holder has transferred or otherwise ceased the business, or will do so at a specified time, and requesting that the permit be canceled. The statement should identify the name and address of the transferee, if any. The permit holder may also provide this notice to the Board orally, but it will be presumed that such notice was *not* provided unless the Board's records reflect that the permit holder clearly notified the Board of the cessation or transfer of the business for which the permit was held.

(B) The Board will also be regarded as having received notice of cancellation of the permit, and the permit holder will be excused from liability for the tax, interest, and penalty incurred by another person using the permit, as of the date the Board receives actual notice of transfer of the business for which the permit was issued. It will be presumed such notice was *not* received by the Board unless the Board's records reflect that the Board received a clear notice of the cessation or transfer of the business for which the permit was held. For example, the Board's receipt of an application for a seller's permit from the transferee constitutes sufficient notice if it contains adequate information to show that the application pertains to the same business for which the permit was held. Notice to another state agency of a transfer or cessation of a business does *not* constitute notice to the Board. Rather, the Board must itself receive actual notice of the transfer or cessation of business.

(3) Where the permit holder does not establish that the Board received actual notice of the transfer of the business for which the permit was held and is thus liable for the taxes, interest, and penalties incurred by another person using that permit, that liability is limited to the quarter in which the business was transferred and the three subsequent quarters, and shall not include any penalties imposed on the other person for fraud or intent to evade the tax. However, these limitations (liability only for the quarter in which the business was transferred and the three subsequent quarters and no fraud or intent to evade penalty) do *not* apply where, after the transfer of the business, 80 percent or more of the real or ultimate ownership of that business is held by the permit holder. For these purposes, stockholders, bondholders, partners, or other persons holding an ownership interest in an entity are regarded as having the "real or ultimate ownership" of that entity.

(g) **DUE DATE OF RETURNS - CLOSEOUT OF ACCOUNT ON YEARLY REPORTING BASIS.** Where a person authorized to file tax returns on a yearly basis transfers the business to another person or discontinues it before the end of the yearly period, a closing return shall be filed with the Board on or before the last day of the month following the close of the calendar quarter in which the business was transferred or discontinued.

(h) **BUYING COMPANIES - GENERAL.**

(1) **DEFINITION.** For the purpose of this regulation, a buying company is a legal entity that is separate from another legal entity that owns, controls, or is otherwise related to, the buying company and which has been created for the purpose of performing administrative functions, including acquiring goods and services, for the other entity. It is presumed that the buying company is formed for the operational reasons of the entity which owns or controls it or to which it is otherwise related. A buying company formed, however, for the sole purpose of purchasing tangible personal property ex-tax for resale to the entity which owns or controls it or to which it is otherwise related in order to re-direct local sales tax from the location(s) of the vendor(s) to the location of the buying company shall not be recognized as a separate legal entity from the related company on whose behalf it acts for purposes of issuing it a seller's permit. Such a buying company shall not be issued a seller's permit. Sales of tangible personal property to third parties will be regarded as having been made by the entity owning, controlling, or otherwise related to the buying company. A buying company that is not formed for the sole purpose of so re-directing local sales tax shall be recognized as a separate legal entity from the related company on whose behalf it acts for purposes of issuing it a seller's permit. Such a buying company shall be issued a seller's permit and shall be regarded as the seller of tangible personal property it sells or leases.

(2) **ELEMENTS.** A buying company is not formed for the sole purpose of re-directing local sales tax if it has one or more of the following elements:

(A) Adds a markup to its cost of goods sold in an amount sufficient to cover its operating and overhead expenses.

(B) Issues an invoice or otherwise accounts for the transaction.

The absence of any of these elements is not indicative of a sole purpose to redirect local sales tax.

(i) **WEB SITES.** The location of a computer server on which a web site resides may not be issued a seller's permit for sales tax purposes except when the retailer has a proprietary interest in the server and the activities at that location otherwise qualify for a seller's permit under this regulation.

Regulation 1699. (Cont.)

History: Effective July 1, 1939.

Adopted as of January 1, 1945, as a restatement of previous rulings.

Amended August 2, 1965, applicable on and after August 1, 1965.

Amended and renumbered November 3, 1969, effective December 5, 1969.

Amended May 25, 1977, effective June 24, 1977.

Amended May 1, 1985, effective May 31, 1985. Subdivision (e)(2) has been changed to provide that penalties for intent to evade the tax are excluded from the type of penalty the permit holder would be liable for if the permit holder fails to notify the Board of the transfer of a business.

Amended June 22, 1995, effective July 22, 1995. Amended subdivision (e) as provided in Statutes of 1993, Chapter 1109.

Amended April 25, 1996, effective May 25, 1996. Added new (c) to incorporate provisions of Chapter 696, Statutes of 1995 and renumbered the following subdivisions.

Amended May 30, 2001, effective September 7, 2001. Subdivision (d)—Existing language deleted—Four new unnumbered paragraphs added to define "concessionaire" and clarify the relationship between concessionaire and prime retailer. New Appendix A was added to provide a suggested form for the Certification of Permit—Concessionaire.

Amended February 6, 2002, effective June 14, 2002. Subdivisions (h) and (i) added.

Amended November 15, 2005, effective December 13, 2006. Added sentence to subdivision (a) to explain that permits are required for locations at which merchandise is stored when the retailer negotiates sales out of state but fulfills such sales from stocks of goods located in this state.

Amended November 15, 2007, effective February 23, 2008. Amended subdivision (f) to clarify the methods for notifying the Board when a seller's permit becomes inactive. The amendments also explain the limitation on predecessor's liability set forth in Revenue and Taxation Code section 6071.1 and make it clear that the fraud penalty can be imposed on a predecessor when the ownership of the successor who committed fraud is substantially the same as the predecessor ownership.

Regulations are issued by the State Board of Equalization to implement, interpret or make specific provisions of the California Sales and Use Tax Law and to aid in the administration and enforcement of that law. If you are in doubt about how the Sales and Use Tax Law applies to your specific activity or transaction, you should write the nearest State Board of Equalization office. Requests for advice regarding a specific activity or transaction should be in writing and should fully describe the facts and circumstances of the activity or transaction.

State of California
BOARD OF EQUALIZATION

SALES AND USE TAX REGULATIONS

Regulation 1802. PLACE OF SALE AND USE FOR PURPOSES OF BRADLEY-BURNS UNIFORM LOCAL SALES AND USE TAXES.

Reference: Sections 6012.6, 6015, 6359, 6359.45, 7202, 7203, 7203.1, 7204.03 and 7205, Revenue and Taxation Code.

(a) IN GENERAL.

(1) **RETAILERS HAVING ONE PLACE OF BUSINESS.** For the purposes of the Bradley-Burns Uniform Local Sales and Use Tax Law, if a retailer has only one place of business in this state, all California retail sales of that retailer in which that place of business participates occur at that place of business unless the tangible personal property sold is delivered by the retailer or his or her agent to an out-of-state destination, or to a common carrier for delivery to an out-of-state destination.

(2) **RETAILERS HAVING MORE THAN ONE PLACE OF BUSINESS.**

(A) If a retailer has more than one place of business in this state but only one place of business participates in the sale, the sale occurs at that place of business.

(B) If a retailer has more than one place of business in this state which participate in the sale, the sale occurs at the place of business where the principal negotiations are carried on. If this place is the place where the order is taken, it is immaterial that the order must be forwarded elsewhere for acceptance, approval of credit, shipment, or billing. For the purposes of this regulation, an employee's activities will be attributed to the place of business out of which he or she works.

(3) **PLACE OF PASSAGE OF TITLE IMMATERIAL.** If title to the tangible personal property sold passes to the purchaser in California, it is immaterial that title passes to the purchaser at a place outside of the local taxing jurisdiction in which the retailer's place of business is located, or that the property sold is never within the local taxing jurisdiction in which the retailer's place of business is located.

(b) PLACE OF SALE IN SPECIFIC INSTANCES.

(1) **VENDING MACHINE OPERATORS.** The place of sale is the place at which the vending machine is located. If an operator purchases property under a resale certificate or from an out-of-state seller without payment of tax and the operator is the consumer of the property, for purposes of the use tax, the use occurs at the place where the vending machine is located.

(2) **ITINERANT MERCHANTS.** The place of sale with respect to sales made by sellers who have no permanent place of business and who sell from door to door for their own account shall be deemed to be in the county in which is located the seller's permanent address as shown on the seller's permit issued to him or her. If this address is in a county imposing sales and use taxes, sales tax applies with respect to all sales unless otherwise exempt. If this address is not in a county imposing sales and use taxes, he or she must collect the use tax with respect to property sold and delivered or shipped to customers located in a county imposing sales and use taxes.

(3) **RETAILERS UNDER SECTION 6015.** Persons regarded by the Board as retailers under Section 6015(b) of the Revenue and Taxation Code are regarded as selling tangible personal property through salespersons, representatives, peddlers, canvassers or agents who operate under or obtain the property from them. The place of sale shall be deemed to be:

(A) the business location of the retailer if the retailer has only one place of business in this state, exclusive of any door-to-door solicitations of orders, or

(B) the business location of the retailer where the principal negotiations are carried on, exclusive of any door-to-door solicitations of orders, if more than one in-state place of business of the retailer participates in the sale.

The amendments to paragraph (b)(3) apply only to transactions entered into on or after July 1, 1990.

Regulation 1802. (Contd.)

(4) **AUCTIONEERS.** The place of sale by an auctioneer is the place at which the auction is held. Operative July 1, 1996, auctioneers shall report local sales tax revenue to the participating jurisdiction (as defined in subdivision (d) below) in which the sales take place, with respect to auction events which result in taxable sales in an aggregate amount of \$500,000 or more.

(5) **FACTORY-BUILT SCHOOL BUILDINGS.** The place of sale or purchase of a factory-built school building (relocatable classroom) as defined in paragraph (c)(4)(B) of Regulation 1521 (18 CCR 1521), Construction Contractors, is the place of business of the retailer of the factory-built school building regardless of whether sale of the building includes installation or whether the building is placed upon a permanent foundation.

(6) **JET FUEL.**

(A) For sales of jet fuel prior to January 1, 2008, the place of sale or purchase of jet fuel is the city, county, or city and county which is the point of the delivery of the jet fuel to the aircraft, if both of the following conditions are met:

1. The principal negotiations for the sale are conducted at the retailer's place of business in this state;
- and
2. The retailer has more than one place of business in the state.

(B) For sales of jet fuel on or after January 1, 2008, the place of sale or purchase of jet fuel is the city, county, or city and county which is the point of the delivery of the jet fuel to the aircraft.

(C) The local sales or use tax revenue derived from the sale or purchase of jet fuel under the conditions set forth in this subdivision shall be transmitted by the Board, to the city, county, or city and county where the airport is located at which such delivery occurs.

(D) **Multi-Jurisdictional Airports.** For the purposes of this regulation, the term "multi-jurisdictional airport" means and includes an airport that is owned or operated by a city, county, or city and county, that has enacted a state-administered local sales and use tax ordinance and as to which the owning or operating city, county, or city and county is different from the city, county, or city and county in which the airport is located. Through June 30, 2004, the local tax rate is imposed at 1.25% by Revenue and Taxation Code section 7202 (a). Operative July 1, 2004, the local tax rate is imposed at 1% by Revenue and Taxation Code section 7203.1. The local tax revenue derived from sales of jet fuel at a "multi-jurisdictional airport" shall, notwithstanding subdivision (B), be transmitted by the Board as follows:

1. In the case of the 0.25% local sales tax imposed by counties under Government Code section 29530 and Revenue and Taxation Code section 7202(a), or operative July 1, 2004, imposed by counties under Revenue and Taxation Code section 7203.1(a)(1), half of the revenue to the county which owns or operates the airport (or in which the city which owns or operates the airport is located) and half to the county in which the airport is located.

2. In the case of the remaining 1% of the local sales tax imposed by counties under Revenue and Taxation Code section 7202(a), or operative July 1, 2004, the remaining 0.75%, imposed by counties under Revenue and Taxation Code section 7203.1(a)(2), and in the case of the local sales tax imposed by cities at a rate of up to 1%, or operative July 1, 2004, at a rate of up to 0.75% under Revenue and Taxation Code section 7203.1(a)(2), and offset against the local sales tax of the county in which the city is located under Revenue and Taxation Code section 7202(h), half of the revenue to the city which owns or operates the airport and half to the city in which the airport is located. If the airport is either owned or operated by a county or is located in the unincorporated area of a county, or is owned or operated by a county and is located in the unincorporated area of a different county, the local sales tax revenue which would have been transmitted to a city under this subdivision shall be transmitted to the corresponding county.

3. Notwithstanding the rules specified in subdivisions 1. and 2., the following special rules apply:

- a. In the case of retail sales of jet fuel in which the point of the delivery of the jet fuel to the aircraft and place of sale or purchase, as described in subdivision (A) or (B), is San Francisco International Airport, the Board shall transmit one-half of the local sales tax revenues derived from such sales to the City and County of San Francisco, and the other half to the County of San Mateo.

Regulation 1802. (Contd.)

b. In the case of retail sales of jet fuel in which the point of the delivery of the jet fuel to the aircraft and place of sale or purchase, as described in subdivision (A) or (B), is Ontario International Airport, the Board shall transmit local sales taxes with respect to those sales in accordance with both of the following:

c. All of the revenues that are derived from a local sales tax imposed by the City of Ontario shall be transmitted to that city.

d. All of the revenues that are derived from a local sales tax imposed by the County of San Bernardino shall be allocated to that county.

(E) Otherwise, as provided elsewhere in this regulation.

(c) TRANSACTIONS NEGOTIATED OUT OF STATE AND DELIVERED FROM THE RETAILER'S STOCK OF TANGIBLE PERSONAL PROPERTY IN CALIFORNIA

(1) If an out-of-state retailer does not have a permanent place of business in this state other than a stock of tangible personal property, the place of sale is the city, county, or city and county from which delivery or shipment is made. Local tax collected by the Board for such sales will be distributed to that city, county, or city and county.

(2) If a retailer has a permanent place of business in this state in addition to its stocks of tangible personal property, the place of sale, in cases where the sale is negotiated out of state and there is no participation by the retailer's permanent place of business in this state, is the city, county, or city and county from which delivery or shipment is made. Local tax collected by the Board for such sales will be distributed to the city, county, or city and county from which delivery or shipment is made.

(d) ALLOCATION OF SALES TAX AND APPLICATION OF USE TAX.

Local sales tax is allocated to the place where the sale is deemed to take place under the above rules. The local use tax ordinance of the jurisdiction where the property at issue is put to its first functional use applies to such use. As used in this subdivision, the term "participating jurisdiction" means any city, city and county, or county which has entered into a contract with the Board for administration of that entity's local sales and use tax.

(1) **DIRECT REPORTING BY RETAILERS.** Operative July 1, 1996, for transactions of \$500,000 or more, except with respect to persons who register with the Board to collect use tax under Regulation 1684(c) (18 CCR 1684), the seller shall report the local use tax revenues derived therefrom directly to the participating jurisdiction where the first functional use is made.

Persons who voluntarily collect use tax under Regulation 1684(c) may, solely at their own discretion, report the local use tax revenues on transactions of \$500,000 or more directly to the participating jurisdiction where first functional use is made.

(2) **DIRECT REPORTING BY PURCHASERS.** Operative July 1, 1996, if a person who is required to report and pay use tax directly to the Board makes a purchase in the amount of \$500,000 or more, that person shall report the local use tax revenues derived therefrom to the participating jurisdiction in which the first functional use of the property is made.

The amendments to paragraph (b)(4) and paragraph (d) shall apply prospectively only to transactions entered into on or after July 1, 1996. Paragraph (d) shall not apply to lease transactions.

History: Adopted March 27, 1956, effective April 1, 1956.
Amended and renumbered January 6, 1970, effective February 25, 1970.
Amended May 9, 1984, effective September 12, 1984. Subdivision (b)(1) completely revised.
Amended November 29, 1989, effective February 4, 1990. Minor corrections made to (a)(1), (a)(2) and (b)(2) for clarification purposes, completely revised (b)(3) and added subparagraphs (A) and (B) to (b)(3).
Amended June 5, 1991, effective August 18, 1991. Amended paragraph (b) to reference Regulation 1521(c)(4)(B) and to explain place of sale.
Amended August 1, 1991, effective August 30, 1991. Amended pursuant to Chapter 85, Statutes of 1991, and Chapter 88, Statutes of 1991, to provide that a newspaper carrier is not a retailer. The retailer is the publisher or distributor for whom the carrier delivers the newspaper. Chapter 85, Stats. of 1991, was effective July 1, 1991; Chapter 88, Stats. of 1991, changed the effective date to July 15, 1991.

Regulation 1802. (Contd.)

Amended May 26, 1993, effective October 1, 1993. Amended paragraph (b)(5) to be operative October 1, 1993, to provide that if an out-of-state retailer does not have a permanent place of business in this state other than a stock of merchandise, the place of sale is the city, county, or city and county from which delivery or shipment is made. Local tax collected for such sales will be distributed to that city, county, or city and county.

Amended May 15, 1996, effective August 11, 1996. Words "and Use" added to title to reflect inclusion of use tax rules. Subdivision (b)(4) is amended to provide for reporting of local sales tax revenues to specific jurisdictions by auctioneers under specified conditions. New subdivision (c) is added to promulgate rules regarding application of use tax in regulatory form.

Amended April 6, 2000, effective May 26, 2000. Added subdivision (b)(7). Added section "7204.03" to the References section.

Amended August 6, 2003, effective November 28, 2003. Subdivision (a)(1): phrase "in which that place of business participates" added. Subdivision (a)(2): current language re-designated (a)(2)(B); new subdivision (a)(2)(A) added.

Amended November 15, 2005, effective December 13, 2006. Deleted subdivision (b)(5); subdivisions (b)(6) and (7) re-designated (5) and (6) accordingly. Added new subdivision (c); former subdivision (c) re-designated (d) accordingly. Added language of former subdivision (b)(5) as new subdivision (c)(1), but deleted the operative date of October 1, 1993, as no longer necessary. Added new subdivision (c)(2) to provide for direct distribution of local sales tax revenues, specifically for sales negotiated out of state, to the location of the stock of goods that fulfills the order when the retailer has sales offices in the state and where there is no participation by the retailer's in-state sales office.

Amended March 20, 2007, effective May 17, 2007. Amended subdivision (b)(6) to incorporate a statutory change regarding the place of sale or purchase of jet fuel, operative January 1, 2008.

Amended October 24, 2007, effective February 1, 2008. Added headings to paragraphs (d)(1) and (d)(2), and amended paragraph (d)(1) to clarify the jurisdiction to which use tax on a transaction of \$500,000 or more should be reported.

Regulations are issued by the State Board of Equalization to implement, interpret or make specific provisions of the California Sales and Use Tax Law and to aid in the administration and enforcement of that law. If you are in doubt about how the Sales and Use Tax Law applies to your specific activity or transaction, you should write the nearest State Board of Equalization office. Requests for advice regarding a specific activity or transaction should be in writing and should fully describe the facts and circumstances of the activity or transaction.

Regulation 1699. (Cont.)

Appendix A

Certification of Permit – Concessionaires

I certify that I operate an independent business at the premises of the following retailer and that I hold a valid seller's permit to operate at this location, as noted below. I further understand that I will be solely responsible for reporting all sales that I make on those premises and remitting all applicable sales and use taxes due to the Board of Equalization:

Name of retailer on whose premises I operate my business: _____ **N/A** _____

Location of premises: _____

I hereby certify that the foregoing information is accurate and true to the best of my knowledge:

Certifier's Signature: _____ Date: _____

Certifier's Printed Name: _____

Certifier's Seller's Permit Number: _____

Certifier's Business Name and Address:* _____

Certifier's Telephone Number: _____

*** Please Note:** The certifier *must* be registered to do business at the location of the retailer upon whose premises he or she is making retail sales.

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

Executed in Duplicate

Bond No.: 08992710/014049808

Premium: \$1,849.00

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/Liberty*, located at One Upper Pond Rd, Bldg E/F Parsippany, NJ 07054/18044 Montgomery Road,**, 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 FIVE HUNDRED EIGHTY SIX THOUSAND EIGHT HUNDRED NINETY DOLLARS AND SIXTY CENTS (\$586,890.60), 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 Reconstruction of the Belmont Shore Alleys in the City of Long Beach and is required by said City to give this bond in connection with the execution of said contract;

NOW, THEREFORE, if said Principal shall well and truly keep and faithfully perform all of the covenants, conditions, agreements and obligations of said contract on said Principal's part to be kept, done and performed, at the times and in the manner specified therein, then this obligation shall be null and void, otherwise it shall be and remain in full force and effect;

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

IN WITNESS WHEREOF, the above-named Principal and Surety have executed, or caused to be executed, this instrument with all of the formalities required by law on this 20 day of January, 2010.

Sully-Miller Contracting Company

Contractor
By: [Signature]
Name: MICHAEL EDWARDS
Title: VICE PRESIDENT

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

Approved as to form this 28th day of January, 2010

ROBERT E. SHANNON, City Attorney

By: [Signature]
Deputy City Attorney

Fidelity and Deposit Company of Maryland/Liberty Mutual Insurance Company
SURETY, admitted in California

By: [Signature]
Name: Victoria M. Campbell
Title: Attorney-in-Fact
Telephone: (949) 885-1206

Approved as to sufficiency this 27 day of January, 2010

By: [Signature]
City Manager/City Engineer

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

* Mutual Insurance Company

** Ste.150E Cincinnati, OH 45236

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

STATE OF CALIFORNIA

COUNTY OF ORANGE

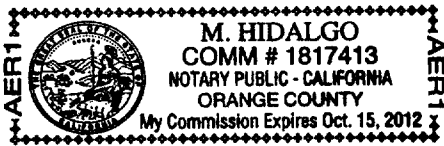


On January 21, 2010 before me, M. Hidalgo, personally appeared Michael Edwards and Gary Downey

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: January 20, 2010 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

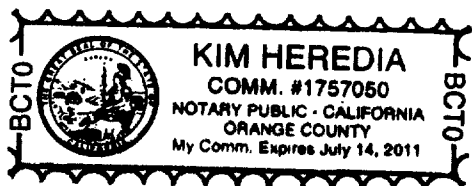
State of California

County of Orange

On January 20, 2010 before me, Kim Heredia, Notary Public,
DATE NAME, TITLE OF OFFICER - E.G., "JANE DOE, NOTARY PUBLIC"

personally appeared Victoria M. Campbell, 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

JAN 20 2010

DATE OF DOCUMENT

SIGNER IS REPRESENTING:

NAME OF PERSON(S) OR ENTITY(IES)

Fidelity and Deposit Company of Maryland
Liberty Mutual Insurance Company

SIGNER(S) OTHER THAN NAMED ABOVE.

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

Executed in Duplicate

Bond No.: 08992710/014049808

Premium Included in Performance Bond.

LABOR AND MATERIAL 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/Liberty Mutual Insurance Company located at One Upper Pond Rd, Bldg E/F Parsippany, NJ 07054/8044 Montgomery Road, Ste. 150E Cincinnati, OH 45236 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 FIVE HUNDRED EIGHTY SIX THOUSAND EIGHT HUNDRED NINETY DOLLARS AND SIXTY CENTS (\$586,890.06), 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 Reconstruction of the Belmont Shore Alleys in the City of Long Beach and is required by law and by said City to give this bond in connection with the execution of said contract;

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

PROVIDED, that any modifications, alterations or changes which may be made in said contract, or in any of the work or labor required to be done thereunder, or in any of the materials, provisions, equipment, or other supplies required to be furnished pursuant to said contract, or the giving by the City of any extension of time for the performance of said contract, or the giving of any other forbearance upon the part of either the City or the Principal to the other, shall not in any way release the Principal or 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 20 day of January, 2010.

Sully Miller Contracting Company
Contractor
By: [Signature]
Name: MICHAEL EDWARDS
Title: VICE PRESIDENT
By: [Signature]
Name: GARY DOWNEY
Title: ASSISTANT SECRETARY

Fidelity and Deposit Company of Maryland/Liberty Mutual Insurance Company
SURETY, admitted in California
By: [Signature]
Name: Victoria M. Campbell
Title: Attorney-in-Fact
Telephone: (949) 885-1206

Approved as to form this 28th day of January, ~~2009~~ 2010.
ROBERT E. SHANNON, City Attorney
By: [Signature]
Deputy City Attorney

Approved as to sufficiency this 27 day of January, 2010.
By: [Signature]
City Manager/City Engineer

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

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

STATE OF CALIFORNIA

COUNTY OF ORANGE

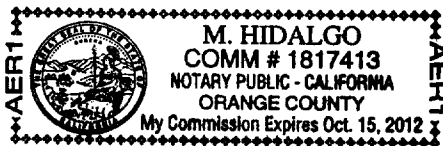


On January 21, 2010 before me, M. Hidalgo, personally appeared Michael Edwards and Gary Downey

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: January 20, 2010 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

- Individual
 - Corporate Officer – Title(s) Vice President
 - Partner – Limited/General _____
 - Attorney In Fact _____
 - Trustee _____
 - Guardian or Conservator _____
 - Other _____
- Right Thumbprint of Signer
-

- Individual
 - Corporate Officer – Title(s) Assistant Secretary
 - Partner – Limited/General _____
 - Attorney In Fact _____
 - Trustee _____
 - Guardian or Conservator _____
 - Other _____
- Right Thumbprint of Signer
-

Signer is Representing: SULLY-MILLER CONTRACTING COMPANY

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Orange

On January 20, 2010 before me, Kim Heredia, Notary Public,
DATE NAME, TITLE OF OFFICER - E.G., "JANE DOE, NOTARY PUBLIC"

personally appeared Victoria M. Campbell, 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

JAN 20 2010

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 **Victoria M. CAMPBELL, Kim HEREDIA and Erik JOHANSSON, all of Irvine, California, EACH** its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings, and the execution of such bonds or undertakings** in pursuance of these presents, shall be as binding upon said Company as fully and amply to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its office in Baltimore, Md., in their own proper persons. This power of attorney revokes that issued on behalf of Victoria M. CAMPBELL, Maria Luisa R. AGUINALDO, Kim HEREDIA, dated June 29, 2007.

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

IN WITNESS WHEREOF, the said Vice-President and Assistant Secretary have hereunto subscribed their names and affixed the Corporate Seal of the said FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 24th day of February, A.D. 2009.

ATTEST:

FIDELITY AND DEPOSIT COMPANY OF MARYLAND



Gregory E. Murray

Gregory E. Murray Assistant Secretary

William J. Mills

By:

William J. Mills

Vice President

State of Maryland }
City of Baltimore } ss:

On this 24th 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 deposed 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.



Constance A. Dunn

Constance A. Dunn

Notary Public

My Commission Expires: July 14, 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, undertaking, 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

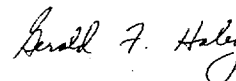
I, the undersigned, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that the Vice-President who executed the said Power of Attorney was 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 JAN 20 2010, _____.



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, 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 25th day of July, 2008.

LIBERTY MUTUAL INSURANCE COMPANY

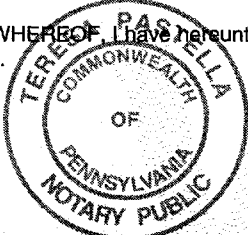
By Garnet W. Elliott
Garnet W. Elliott, Assistant Secretary



COMMONWEALTH OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 25th day of July, 2008, 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
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 **JAN 20 2010** day of



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

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

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