

1 "A".

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

5 3. CONTRACT DOCUMENTS. The Contract Documents include: The
6 Notice Inviting Bids, Plans & Specifications No. R-6700 (which may include by reference
7 the Standard Specifications for Public Works Construction, latest edition, and any
8 supplements thereto, collectively the "Standard Specifications"); the City of Long Beach
9 Standard Plans; the California Code of Regulations; the various Uniform Codes applicable
10 to trades; the prevailing wage rates; Instructions to Bidders; the Bid; the bid security; the
11 City of Long Beach Disadvantaged, Minority and Women-owned Business Enterprise
12 Program; this Contract and all documents attached hereto or referenced herein including
13 but not limited to insurance; Bond for Faithful Performance; Payment Bond; Notice to
14 Proceed; Notice of Completion; any addenda or change orders issued in accordance with
15 the Standard Specifications; any permits required and issued for the work; approved final
16 design drawings and documents; and the Information Sheet. These Contract Documents
17 are incorporated herein by the above reference and form a part of this Contract.

18 Notwithstanding Section 2-5.2 of the Standard Specifications, if any conflict
19 or inconsistency exists or develops among or between Contract Documents, the following
20 priority shall govern: 1) Change Orders; 2) this Contract; 3) Permit(s) from other public
21 agencies; 4) Plans & Specifications No. R-6700; 5) Addenda; 6) the City of Long Beach
22 Standard Plans; 7) Standard Specifications; 8) other reference specifications; 9) other
23 reference plans; 10) the bid; and 11) the Notice Inviting Bids.

24 4. TIME FOR CONTRACT. Contractor shall commence work on a date to
25 be specified in a written "Notice to Proceed" from the City and shall complete all work
26 within three hundred sixty five (365) days thereafter, subject to strikes, lockouts and events
27 beyond the control of Contractor. Time is of the essence hereunder. City will suffer
28 damage if the work is not completed within the time stated, but those damages would be

1 difficult or impractical to determine. So, Contractor shall pay to City, as liquidated
2 damages, the amount stated in the Contract Documents.

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

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

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

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

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

27 In addition, Contractor shall complete and deliver to the City the form
28 ("Information Sheet") attached as Exhibit "C" and incorporated by reference, to comply with

1 Labor Code Section 2810.

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

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

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

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

27 13. NOTICES. A. Any notice required hereunder shall be in writing and
28 personally delivered or deposited in the U.S. Postal Service, first class, postage prepaid,

1 to Contractor at the address first stated herein, and to the City at 333 West Ocean
2 Boulevard, Long Beach, California 90802, Attn: City Manager. Notice of change of address
3 shall be given in the same manner as stated herein for other notices. Notice shall be
4 deemed given on the date deposited in the mail or on the date personal delivery is made,
5 whichever first occurs.

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

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

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

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

26 17. RESPONSIBILITY OF CONTRACTOR. Notwithstanding anything to the
27 contrary in the Standard Specifications, Contractor shall have the responsibility, care and
28 custody of the work. If any loss or damage occurs to the work that is not covered by

1 collectible commercial insurance, excluding loss or damage caused by the negligence or
2 willful misconduct of City, earthquake, or flood, then Contractor shall immediately make the
3 City whole for any such loss or pay for any damage. If Contractor fails or refuses to make
4 the City whole or pay, then City may do so and the cost and expense of doing so shall be
5 deducted from the amount due Contractor from City hereunder.

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

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

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

25 In completing the form and obtaining the permit(s), Contractor shall use the
26 address of the Work site as its business address and may use any address for its mailing
27 address. Copies of the form and permit(s) shall also be delivered to the City Engineer.
28 The form must be submitted and the permit(s) obtained as soon as Contractor receives a

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

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

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

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

21 22. NO PECULIAR RISK. Contractor acknowledges and agrees that the
22 work to be performed hereunder does not constitute a peculiar risk of bodily harm and that
23 no special precautions are required to perform said work.

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

28 24. SUBCONTRACTORS. Contractor agrees to and shall bind every

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

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

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

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

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

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

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

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1 carry out this policy in the award of all subcontracts.

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

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

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

December 21, 2005

SULLY-MILLER CONTRACTING COMPANY, a Delaware corporation

By [Signature]
Vice President
RON SALCIDO
(Type or Print Name)

December 21, 2005

By [Signature]
Assistant Secretary
GARY DOWNEY
(Type or Print Name)

"Contractor"

CITY OF LONG BEACH, a municipal corporation

January 31, 2006

By [Signature]
City Manager

"City"

This Contract is approved as to form on 1/26, 2006

ROBERT E. SHANNON, City Attorney

By [Signature]
Senior Deputy

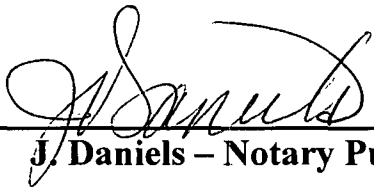
Robert E. Shannon
City Attorney of Long Beach
333 West Ocean Boulevard
Long Beach, California 90802-4664
Telephone (562) 570-2200

State of California)
) ss.
County of Orange)

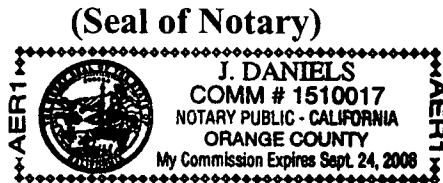
On December 21, 2005, before me, J. Daniels - Notary Public
(Name and title "Notary Public"),

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

WITNESS my hand and official seal.



J. Daniels - Notary Public



OPTIONAL

Description of Attached Document

Title of Type of Document: Contract

Document Date: December 21, 2005

Number of Pages: 10

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer

Signer's Name: Ron Salcido & Gary Downey

Individual

Corporate Officer - Title(s): Vice President & Assistant Secretary

Partner - Limited General

Attorney in Fact

Trustee

Guardian or Conservator

Other: _____

Signer is Representing: SULLY-MILLER CONTRACTING COMPANY

CERTIFICATE OF INCUMBENCY AND RESOLUTION

I, Ron Salcido, do hereby certify that I am a Vice President 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.

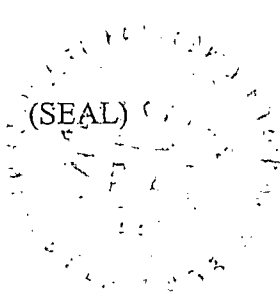
TITLE	NAME
Chairman of the Board	James Weeks
President & CEO	V. A. Serri
Chief Financial Officer & Treasurer	Tim P. Orchard
Vice President	Ron J. Salcido
Vice President	Dave Martinez
Vice President	Bob Stone
Secretary	Anthony Martino
Assistant Secretary	George Aldrich
Assistant Secretary	Mary Lawson
Assistant Secretary	Mike Edwards
Assistant Secretary	Gary Downey
Assistant Secretary	James Wu

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 April 25, 2005, 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 EXECUTE 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 3rd day of May 2005.



Ron Salcido, Vice President
1100 E. Orangethorpe Ave
Anaheim, Ca. 92801

Exhibit "A"

BIDDER'S NAME: SULLY-MILLER CONTRACTING CO.

**BID FOR THE
ANNUAL CONTRACT FOR STREET REPAIRS
AND MINOR IMPROVEMENTS
IN THE CITY OF LONG BEACH, CALIFORNIA**

In accordance with the Notice Inviting Bids for the above titled work in the City of Long Beach, California, a copy of which is attached hereto and is made a part hereof, to be opened on November 9, 2005, at 10:00 a.m., we propose to furnish all necessary labor, tools, materials, appliances and equipment for and perform all work mentioned in said Notice Inviting Bids, in full compliance with Plans & Specifications No. R-6700 at the following prices.

Because the City is unable to predict the requirements for each bid item, award of the Contract will be based on a representative sample of items. The sample items to be used will be selected by the City, kept in a sealed envelope, and opened at the bid opening in order to ensure a competitive bidding process. The lowest responsive bidder will be determined by adding the item totals for the "sample project." The City intends to award an all-inclusive contractor to one contractor for the Work.

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE (IN FIGURES)
1	Adjust City Manhole Frame & Cover	1 or more	Ea	250.00
2	Adjust L.A.C.S.D. Manhole Frame & Cover	1 or more	Ea	200.00
3	Reconstruct Manhole Frame & Cover	1 or more	Ea	320.00
4	Manhole Step	1 or more	Ea	40.00
5	Adjust Water Valve Box & Cover and Meter Box & Cover	1 or more	Ea	80.00
6	Reconstruct Water Valve Box & Cover	1 or more	Ea	175.-
7	Adjust Gas Valve Box & Cover	1 or more	Ea	80.-
8	Replace Pull Box	1 or more	Ea	200.00
9	Replace Traffic Signal Pull Box	1 or more	Ea	500.00
10	Survey Monument Type C with Casting & Cover	1 or more	Ea	125.00
11	Install Survey Monument Casting & Cover	1 or more	Ea	300.00

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE (IN FIGURES)
12	Adjust Survey Monument Casting & Cover	1 or more	Ea	105.00
13	Survey Bench Mark, Type 1	1 or more	Ea	125.00
14	Curb Drain	1 or more	Ea	65.00
15	Sawcut PCC or Bituminous Pavement to 6" Depth	1 to 100	LF	4.00
16		101 to 200	LF	3.50
17		201 to 500	LF	2.50
18		501 or more	LF	2.50
19		Concrete Removal	0.5 to 1.5	CY
20	1.6 to 3.0		CY	150.00
21	3.1 to 5.0		CY	150.00
22	5.1 to 10.0		CY	85.00
23	10.1 to 20.0		CY	75.00
24	20.1 to 50.0		CY	65.00
25	50.1 or more		CY	65.00
26	Bituminous Pavement Removal		0.5 to 1.5	CY
27		1.6 to 3.0	CY	200. —
28		3.1 to 5.0	CY	150. —
29		5.1 to 10.0	CY	80. —
30		10.1 to 20.0	CY	60. —
31		20.1 to 50.0	CY	52. —
32		50.1 or more	CY	50. —

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE (IN FIGURES)
33	Cold Milling Asphalt Concrete Pavement, 6' Wide, 1" Average Depth	500 to 1,000	SY	3. /
34		1,001 to 2,000	SY	2. /
35		2,001 to 3,000	SY	1.20
36		3,001 or more	SY	1.20
37	Cold Milling Asphalt Concrete Pavement, 6' Wide, 2" Average Depth	500 to 1,000	SY	5. /
38		1,001 to 2,000	SY	3. /
39		2,001 to 3,000	SY	2. /
40		3,001 or more	SY	1.50
41	Cold Milling Asphalt Concrete Pavement, 1' Wide, 2" Average Depth	10 to 30	SY	33.00
42		31 to 60	SY	12.00
43		61 to 100	SY	1.00
44		101 to 500	SY	4.50
45		501 or more	SY	2.00
46	Pavement Grinding, 6" Wide, 1" Average Depth	10 to 30	LF	22.00
47		31 to 60	LF	14.00
48		61 to 100	LF	4.25
49		101 to 500	LF	1.50
50		501 or more	LF	1.40
51	Unclassified Excavation	1 to 10	CY	100. /
52		11 to 50	CY	47. /

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE (IN FIGURES)
53	Unclassified Excavation	51 to 100	CY	30. ✓
54		101 or more	CY	30. ✓
55	Root Pruning, 14" Deep	6 to 50	LF	15. ✓
56		51 to 150	LF	14.50
57		151 to or more	LF	14. ✓
58	Root Pruning, 26" Deep	6 to 50	LF	20. ✓
59		51 to 150	LF	19. ✓
60		151 or more	LF	18. ✓
61	Tree Pruning	1 to 5	Ea	200. ✓
62		6 or more	Ea	150. ✓
63	Tree Removal up to 24" diameter trunk	1 or more	Ea	300. ✓
64	Tree Removal, 25" to 36" diameter trunk	1 or more	Ea	700. ✓
65	Imported Borrow	1 to 10	CY	10. ✓
66		11 to 50	CY	10. ✓
67		51 or more	CY	8. ✓
68	Slurry Backfill	1 to 5	CY	75. ✓
69		6 to 10	CY	65. ✓
70		11 to 30	CY	60. ✓
71		31 or more	CY	60. ✓
72	Crushed Miscellaneous Base 6" Thick	1 to 400	SF	2.50
73		401 to 1,000	SF	1.00

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE (IN FIGURES)
74	Crushed Miscellaneous Base 6" Thick	1,001 to 2,000	SF	.60
75		2001 or more	SF	.60
76	Crushed Miscellaneous Base 8" Thick	1 to 400	SF	3.00
77		401 to 1,000	SF	1.50
78		1,001 to 2,000	SF	.60
79		2001 or more	SF	.60
80		Crushed Miscellaneous Base 10" Thick	1 to 400	SF
81	401 to 1,000		SF	1.50
82	1,001 to 2,000		SF	.70
83	2001 or more		SF	.70
84	Crushed Miscellaneous Base more than 10" Thick		1 to 5	CY
85		6 to 10	CY	30.00
86		11 or more	CY	25.00
87	Sand Base	1 to 5	CY	30.00
88		6 to 10	CY	25.00
89		11 or more	CY	25.00
90	Slurry Seal	1 to 10	ELT	500.00
91		11 or more	ELT	300.00
92	Crack Preparation	100 to 500	LF	1.00
93		501 to 1,000	LF	1.00
94		1,001 to 3,000	LF	.75

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE (IN FIGURES)	
95	Crack Preparation	3,001 to 5,000	LF	.15	
96		5,001 or more	LF	.15	
97	Asphalt Concrete Pavement, Blade or Hand Placed, 2" Thick	1 to 100	SF	8.5	
98		101 to 400	SF	3.25	
99		401 to 1,000	SF	2.05	
100		1,001 to 2,000	SF	2.05	
101		2,001 to 3,000	SF	2.05	
102		3,001 or more	SF	2.05	
103		Asphalt Concrete Pavement, Blade or Hand Placed, 3" Thick	1 to 100	SF	5.50
104	101 to 400		SF	4.5	
105	401 to 1,000		SF	2.25	
106	1,001 to 2,000		SF	2.25	
107	2,001 to 3,000		SF	2.25	
108	3,001 or more		SF	2.25	
109	Asphalt Concrete Pavement, Blade or Hand Placed, 4" Thick		1 to 100	SF	11.5
110			101 to 400	SF	8.5
111		401 to 1,000	SF	4.5	
112		1,001 to 2,000	SF	2.75	
113		2,001 to 3,000	SF	2.75	
114		3,001 or more	SF	2.75	
115	Asphalt Concrete Pavement, Blade or Hand Placed, 5" Thick	1 to 100	SF	13.5	

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE (IN FIGURES)
116	Asphalt Concrete Pavement, Blade or Hand Placed, 5" Thick	101 to 400	SF	10. -
117		401 to 1,000	SF	4. -
118		1,001 to 2,000	SF	3.75
119		2,001 to 3,000	SF	3.75
120		3,001 or more	SF	3.75
121	Asphalt Concrete Pavement, Blade or Hand Placed, 6" Thick	1 to 100	SF	14. ✓
122		101 to 400	SF	11. ✓
123		401 to 1,000	SF	5. ✓
124		1,001 to 2,000	SF	5. ✓
125		2,001 to 3,000	SF	5. ✓
126		3,001 or more	SF	5. ✓
127		Asphalt Concrete Pavement, Blade or Hand Placed, 8" Thick	1 to 100	SF
128	101 to 400		SF	7. ✓
129	401 to 1,000		SF	5. ✓
130	1,001 to 2,000		SF	5. ✓
131	2,001 to 3,000		SF	5. ✓
132	3,001 or more		SF	5. ✓
133	Asphalt Concrete Pavement, Blade or Hand Placed, 10" Thick	1 to 100	SF	10. ✓
134		101 to 400	SF	7. ✓
135		401 to 1,000	SF	5. ✓
136		1,001 to 2,000	SF	5. ✓

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE (IN FIGURES)
137	Asphalt Concrete Pavement, Blade or Hand Placed, 10" Thick	2,001 to 3,000	SF	5. /
138		3,001 or more	SF	5. /
139	Asphalt Concrete Pavement, Mechanical Spreading & Finishing, Machine Placed	50 to 100	Ton	75. /
140		101 to 200	Ton	65. /
141		201 to 400	Ton	60. /
142		401 to 600	Ton	55. /
143		601 or more	Ton	55. /
144		Asphalt Rubber Pavement, Blade or Hand Placed, 2" Thick	1 to 100	SF
145	101 to 400		SF	8. /
146	401 to 1,000		SF	5. /
147	1,001 to 2,000		SF	2.90
148	2,001 to 3,000		SF	2. /
149	3,001 or more		SF	1.50
150	Asphalt Rubber Pavement, Mechanical Spreading & Finishing, Machine Placed		50 to 100	Ton
151		101 to 200	Ton	90. /
152		201 to 400	Ton	80. / 90. /
153		401 to 600	Ton	80. / 90. /
154		601 or more	Ton	85. /
155	Asphalt Concrete Curb	1 to 2,000	LF	5. /
156		2,001 or more	LF	1.75

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE (IN FIGURES)
157	PCC Pavement, 3" Thick	1 to 100	SF	8. ✓
158		101 to 400	SF	5.30
159		401 to 1,000	SF	3.10
160		1,001 to 2,000	SF	2.75
161		2,001 to 3,000	SF	2.10
162		3,001 or more	SF	2.10
163	PCC Pavement, 4" Thick	1 to 100	SF	10.50
164		101 to 400	SF	5. ✓
165		401 to 1,000	SF	3.25
166		1,001 to 2,000	SF	3. ✓
167		2,001 to 3,000	SF	3. ✓
168		3,001 or more	SF	3. ✓
169	PCC Pavement, 5" Thick	1 to 100	SF	8. ✓
170		101 to 400	SF	6. ✓
171		401 to 1,000	SF	3.50
172		1,001 to 2,000	SF	3.50
173		2,001 to 3,000	SF	3. ✓
174		3,001 or more	SF	3. ✓
175	PCC Pavement, 6" Thick	1 to 100	SF	11. ✓
176		101 to 400	SF	6. ✓
177		401 to 1,000	SF	5. ✓

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE (IN FIGURES)
178	PCC Pavement, 6" Thick	1,001 to 2,000	SF	3.75
179		2,001 to 3,000	SF	3.25
180		3,001 or more	SF	3. /
181	PCC Pavement, 8" Thick	1 to 100	SF	11. /
182		101 to 400	SF	6. /
183		401 to 1,000	SF	5.75
184		1,001 to 2,000	SF	5. /
185		2,001 to 3,000	SF	4.50
186		3,001 or more	SF	4.50
187		PCC Pavement, 10" Thick	1 to 100	SF
188	101 to 400		SF	6.25
189	401 to 1,000		SF	6. /
190	1,001 to 2,000		SF	5. /
191	2,001 to 3,000		SF	4.90
192	3,001 or more		SF	4. /
193	PCC Curb, GB Type A1-150 (6), A1-200 (8), A1 Integral, C1-150 (6), or C1-200 (8)	1 to 50	LF	30. /
194		51 to 100	LF	12. /
195		101 to 400	LF	12. /
196		401 to 2,000	LF	11. /
197		2,001 or more	LF	9. /

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE (IN FIGURES)
198	Curb Ramp PCC Curb, GB Type A1-150 (6), A1-200 (8), A1 Integral, C1-150 (6), or C1-200 (8)	1 to 50	LF	27. ✓
199		51 to 100	LF	12. ✓
200		101 to 400	LF	12. ✓
201		401 to 2,000	LF	11. ✓
202		2,001 or more	LF	10. ✓
203	PCC Curb & Gutter, GB Type A2, W = 1.5'	1 to 50	LF	24. ✓
204		51 to 100	LF	17. ✓
205		101 to 400	LF	15. ✓
206		401 to 2,000	LF	12. ✓
207		2,001 or more	LF	12. ✓
208	Curb Ramp PCC Curb & Gutter, GB Type A2, W = 1.5'	1 to 50	LF	24. ✓
209		51 to 100	LF	17. ✓
210		101 to 400	LF	11. ✓
211		401 to 2,000	LF	11. ✓
212		2,001 or more	LF	10. ✓
213	PCC Curb & Gutter, GB Type A2, W = 2.0'	1 to 50	LF	21. ✓
214		51 to 100	LF	17. ✓
215		101 to 400	LF	13. ✓
216		401 to 2,000	LF	12.50
217		2,001 or more	LF	12. ✓
218	PCC Curb & Gutter, GB Type A2, W = 7.0'	1 to 50	LF	23. ✓

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE (IN FIGURES)
219	PCC Curb & Gutter, GB Type A2, W = 7.0'	51 to 100	LF	21. ✓
220		101 to 400	LF	14. ✓
221		401 to 2,000	LF	11.75
222		2,001 or more	LF	11. ✓
223	PCC Gutter, 6" Thick	1 to 50	SF	9. ✓
224		51 to 100	SF	6. ✓
225		101 to 400	SF	6. ✓
226		401 to 2,000	SF	3.75
227		2,001 or more	SF	3. ✓
228	PCC Gutter, 8" Thick	1 to 50	SF	9. ✓
229		51 to 100	SF	6. ✓
230		101 to 400	SF	5.50
231		401 to 2,000	SF	4. ✓
232		2,001 or more	SF	4. ✓
233		PCC Sidewalk, 3" Thick	1 to 30	SF
234	31 to 50		SF	7. ✓
235	51 to 100		SF	5.50
236	101 to 400		SF	4.50
237	401 to 1,000		SF	3.85
238	1,001 or more		SF	1.75
239	Curb Ramp PCC Sidewalk, 3" Thick	1 to 30	SF	8.50

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE (IN FIGURES)
240	Curb Ramp PCC Sidewalk, 3" Thick	31 to 50	SF	6.50
241		51 to 100	SF	5.30
242		101 to 400	SF	4.50
243		401 to 1,000	SF	4.50
244		1,001 or more	SF	2.50
245	PCC Sidewalk, 4" Thick	1 to 30	SF	12.50
246		31 to 50	SF	9.50
247		51 to 100	SF	5.50
248		101 to 400	SF	5.50
249		401 to 1,000	SF	2.50
250		1,001 or more	SF	2.50
251	Curb Ramp Detectable Warning Surface	10 to 50	SF	45.00
252		51 to 500	SF	45.00
253		501 or more	SF	45.00
254	PCC Driveway, 4" Thick	1 to 50	SF	12.50
255		51 to 100	SF	7.50
256		101 to 400	SF	4.50
257		401 to 2,000	SF	2.50
258		2,001 or more	SF	2.50
259	PCC Driveway, 6" Thick	1 to 50	SF	12.50
260		51 to 100	SF	7.50

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE (IN FIGURES)
261	PCC Driveway, 6" Thick	101 to 400	SF	6.
262		401 to 2,000	SF	3.50
263		2,001 or more	SF	3.
264	Storm Drain - 18" RCP, D-1750, 2.0' to 4.9' deep	6 to 100	LF	125.00
265		101 or more	LF	87.00
266	Storm Drain - 18" RCP, D-1750, 5.0' to 10.0' deep	6 to 100	LF	130.00
267		101 or more	LF	90.00
268	Storm Drain - 24" RCP, D-1750, 2.0' to 4.9' deep	6 to 100	LF	136.00
269		101 or more	LF	102.00
270	Storm Drain - 24" RCP, D-1750, 5.0' to 10.0' deep	6 to 100	LF	143.00
271		101 or more	LF	104.00
272	Storm Drain 42" Manhole per Standard Plan GB-321, 5.0' to 10.0' deep	1 or more	Ea	5,000.00
273	Storm Drain Concrete Collar per Standard Plan GB-332	1 or more	Ea	800.00
274	PCC Footing, Including Necessary Form Work	1 to 5	CY	300.00
275		6 to 10	CY	300.00
276		11 to 20	CY	190.00
277		21 or more	CY	190.00
278	Reinforcing Bar for PCC Footing, Bent and Placed	1 to 100	Lbs	1.00
279		101 to 300	Lbs	.75
280		301 to 500	Lbs	.75
281		501 or more	Lbs	.60

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE (IN FIGURES)
282	Masonry Block Wall 8" Thick	10 to 100	SF	30.00
283		101 to 500	SF	25.00
284		501 or more	SF	20.00
285	Weakened Plane Joint Dowel	10 or more	Ea	1.00
286	Stamped Concrete, 4" Thick	1 to 100	SF	15.00
287		101 to 500	SF	4.50
288		501 to 1,000	SF	3.50
289		1,001 or more	SF	3.00
290	Tree Planting, 15 Gallon Tree	1 to 5	Ea	150.00
291		6 or more	Ea	150.00
292	Tree Planting, 24" Box Tree	1 to 5	Ea	200.00
293		6 or more	Ea	200.00
294	Shrub Planting, 5 Gallon Plant	1 to 5	Ea	10.00
295		6 or more	Ea	10.00
296	Groundcover Planting, 6" o.c.	100 to 500	Ea	.50
297		501 or more	Ea	.40
298	Lawn Seeding	100 to 500	SF	1.00
299		501 or more	SF	.85
300	Lawn Sodding	100 to 500	SF	2.00
301		501 or more	SF	2.00
302	Erosion Control Sand Bags	10 to 20	Ea	.25

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE (IN FIGURES)
303	Erosion Control Sand Bags	21 to 100	Ea	.25
304		101 or more	EA	.25
305	Erosion Control Surface Treatment	100 to 1,000	SF	.25
306		1,001 to 2,000	SF	.25
307	Erosion Control Surface Treatment	2,001 or more	SF	.25
308	Removal of Traffic Striping and Pavement Markings	1 to 50	SF	4.00
309		51 to 200	SF	3.00
310		201 to 500	SF	2.00
311		501 or more	SF	1.00
312	Removal of Curb Painting	1 to 100	LF	4.00
313		101 to 200	LF	3.00
314		201 to 500	LF	2.00
315		501 or more	LF	1.00
316	4" Reflectorized Paint Traffic Striping	1 to 50	SF	4.00
317		51 to 200	SF	2.00
318		201 to 500	SF	1.00
319		501 or more	SF	.50
320	4" Reflectorized Paint Traffic Striping, Including Pavement Markers	1 to 50	SF	5.00
321		51 to 200	SF	3.00
322		201 to 500	SF	2.00
323		501 or more	SF	1.00

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE (IN FIGURES)
324	4" Thermoplastic Traffic Striping	1 to 50	SF	6.00
325		51 to 200	SF	5.00
326		201 to 500	SF	4.00
327		501 or more	SF	3.00
328	4" Thermoplastic Traffic Striping, Including Pavement Markers	1 to 50	SF	7.00
329		51 to 200	SF	6.00
330		201 to 500	SF	2.00
331		501 or more	SF	2.00
332	6" Reflectorized Paint Traffic Striping	1 to 50	SF	5.00
333		51 to 200	SF	2.00
334		201 to 500	SF	2.00
335		501 or more	SF	1.00
336	6" Thermoplastic Traffic Striping	1 to 50	SF	6.00
337		51 to 200	SF	3.00
338		201 to 500	SF	1.00
339		501 or more	SF	1.00
340	8" Reflectorized Paint Traffic Striping, Including Pavement Markers	1 to 50	SF	5.00
341		51 to 200	SF	3.00
342		201 to 500	SF	2.00
343		501 or more	SF	1.00
344	8" Thermoplastic Traffic Striping, Including Pavement Markers	1 to 50	SF	7.00

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE (IN FIGURES)
345	8" Thermoplastic Traffic Striping, Including Pavement Markers	51 to 200	SF	6.00
346		201 to 500	SF	5.00
347		501 or more	SF	2.00
348	12" Reflectorized Paint Traffic Striping	1 to 50	SF	3.00
349		51 to 200	SF	2.00
350		201 to 500	SF	1.00
351		501 or more	SF	.75
352	12" Thermoplastic Traffic Striping	1 to 50	SF	8.00
353		51 to 200	SF	4.00
354		201 to 500	SF	3.00
355		501 or more	SF	2.00
356	Curb Painting	1 to 50	LF	1.00
357		51 to 200	LF	1.00
358		201 to 500	LF	1.00
359		501 or more	LF	1.00
360	Thermoplastic Arrows Pavement Marking	1 to 5	Ea	75.00
361		6 to 10	Ea	65.00
362		11 to 20	Ea	50.00
363		21 or more	Ea	50.00
364	8' Reflectorized Paint Pavement Letter	4 to 20	Ea	10.00
365		21 to 100	Ea	8.00

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE (IN FIGURES)
366	8' Reflectorized Paint Pavement Letter	101 or more	Ea	7.00
367	8' Thermoplastic Pavement Letter	4 to 20	Ea	30.00
368		21 to 100	Ea	25.00
369		101 or more	Ea	20.00
370	Raised Pavement Markers (Ceramic)	8 to 40	Ea	2.00
371		41 to 100	Ea	2.00
372		101 or more	Ea	2.00
373	Raised Pavement Markers (Reflective)	8 to 40	Ea	9.00
374		41 to 100	Ea	5.00
375		101 or more	Ea	4.00
376	Removal of Raised Pavement Markers	8 to 40	Ea	4.00
377		41 to 100	Ea	4.00
378		101 or more	Ea	4.00
379	Parking T's, Thermoplastic	4 to 20	Ea	10.00
380		21 to 100	Ea	10.00
381		101 or more	Ea	10.00
382	Remove Sign and Post	1 to 10	Ea	100.00
383		11 to 20	Ea	100.00
384		21 to 100	Ea	100.00
385		101 or more	Ea	100.00
386	Remove Sign from Post	1 to 10	Ea	50.00

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE (IN FIGURES)
387	Remove Sign from Post	11 to 20	Ea	50.00
388		21 to 100	Ea	50.00
389		101 or more	Ea	50.00
390	Install Sign on New Post	1 to 10	Ea	150.00
391		11 to 20	Ea	150.00
392		21 to 100	Ea	150.00
393		101 or more	Ea	150.00
394	Install Sign on Existing Post	1 to 10	Ea	75.00
395		11 to 20	Ea	75.00
396		21 to 100	Ea	75.00
397		101 or more	Ea	75.00
398	Object Markers Type "K" or "L"	1 to 40	Ea	100.00
399		41 to 100	Ea	75.00
400		101 or more	Ea	75.00
401	Object Markers Type "N", "P", or "R"	1 to 40	Ea	100.00
402		41 to 100	Ea	75.00
403		101 or more	Ea	75.00
404	Loop Detectors	1 to 5	Ea	325.00
405		6 to 10	Ea	325.00
406		11 to 20	Ea	250.00
407		21 or more	Ea	250.00

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE (IN FIGURES)
408	Traffic Signal Conduit, 3" Diameter	30 to 120	LF	50.00
409		121 or more	LF	40.00
410	Install Traffic Signal Pull Box	1 or more	Ea	500.00
411	Irrigation Pipe, ½" to 1¼" Diameter	1 to 10	LF	5.00
412		11 to 50	LF	5.00
413		51 or more	LF	5.00
414	Lawn or Shrub Sprinkler Head, ½" to ¾" Diameter	1 to 5	Ea	10.00
415		6 to 10	Ea	10.00
416		11 or more	Ea	10.00
417	Adjust Sprinkler Head	1 to 5	Ea	10.00
418		6 to 10	Ea	10.00
419		11 or more	Ea	10.00
420	Utility Potholing Surcharge, 0' to 5.0' Depth	1 or more	Ea	400.00
421	Utility Potholing Surcharge, 5.1' to 10.0' Depth	1 or more	Ea	600.00
422	Utility Potholing Surcharge, 10.1' Depth or more	1 or more	Ea	800.00
423	Surcharge for Airport Projects, 1 to 5 Working Days Duration	1	LS	500.00
424	Surcharge for Airport Projects, 6 to 10 Working Days Duration	1	LS	1,500.00
425	Surcharge for Airport Projects, 11 to 15 Working Days Duration	1	LS	3,000.00

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

Internet website

Exhibit "B"

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 CO.

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



RON SALCIDO

Title: VICE PRESIDENT

Date: December 21, 2005

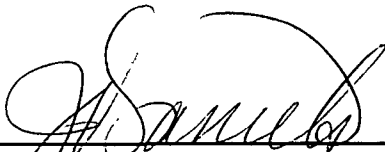


State of California)
) ss.
County of Orange)

On December 21, 2005, before me, J. Daniels - Notary Public
(Name and title "Notary Public"),

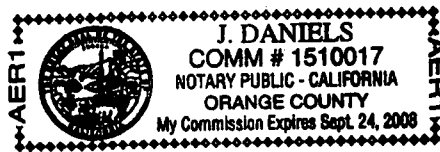
personally appeared Ron Salcido
(Name(s) of signer(s)), (X) personally known to me (~~or proved to me on the basis of satisfactory evidence~~) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized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

WITNESS my hand and official seal.



J. Daniels - Notary Public

(Seal of Notary)



OPTIONAL

Description of Attached Document

Title of Type of Document: Worker's Compensation Certification

Document Date: December 21, 2005 Number of Pages: 1

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer

Signer's Name: Ron Salcido

- Individual
- Corporate Officer - Title(s): Vice President
- Partner - Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____

Signer is Representing: SULLY-MILLER CONTRACTING COMPANY

Exhibit "C"

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: WC7-631-004125-655
- B. Name of Insurer (NOT Broker): LIBERTY MUTUAL GROUP
- C. Address of Insurer: 1133 Avenue of America, New York, NY 10036
- D. Telephone Number of Insurer: 800 227-9887

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

- A. VIN (Vehicle Identification Number: See attached list of Sully-Miller's Vehicles.
- B. Automobile Liability Insurance Policy Number: AS2-631-004125-675
- C. Name of Insurer (NOT Broker): LIBERTY MUTUAL GROUP
- D. Address of Insurer: *****Same as above*****
- E. Telephone Number of Insurer: _____

3) Address of property used to house workers on this Contract, if any:

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

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

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

Weekly

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

7) Estimated total number of independent contractors to be used on this Contract: _____

(Attach a list of contractor's license numbers with the names, if known)

8) Taxpayer's Identification Number: ██████████

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 _____

Address _____

City _____

Phone No. _____

Dollar Amount of Contract \$ _____

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

License No. _____

Name _____

Address _____

City _____

Phone No. _____

Dollar Amount of Contract \$ _____

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

License No. _____

Name _____

Address _____

City _____

Phone No. _____

Dollar Amount of Contract \$ _____

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

License No. _____

Name _____

Address _____

City _____

Phone No. _____

Dollar Amount of Contract \$ _____

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

License No. _____

Name _____

Address _____

City _____

Phone No. _____

Dollar Amount of Contract \$ _____

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

License No. _____

Name _____

Address _____

City _____

Phone No. _____

Dollar Amount of Contract \$ _____

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

License No. _____

APPENDIX "A"

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

SECTION I - BUSINESS INFORMATION

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

SECTION II - MULTIPLE BUSINESS LOCATIONS

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

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

SECTION III - CERTIFICATION STATEMENT

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

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

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

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

SIGNATURE	TITLE
NAME (typed or printed)	DATE

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

Revenue and Taxation Code Section 7051.3 authorizes the State Board of Equalization to issue a "Use Tax Direct Payment Permit" to qualified applicants. This permit allows purchasers and lessees of tangible personal property (other than lessees of motor vehicles the lease of which is subject to the terms of Section 7206.1 of the Sales and Use Tax Law) to self-assess and pay use taxes directly to the Board instead of to the vendor or lessor from whom the property is purchased or leased.

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

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

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

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

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

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

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

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

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

If you would like additional information regarding the use tax direct payment permit or need assistance in completing this application, you can call (916) 324-2883, or write to the Board of Equalization, Public Information and Administration Section, MIC-44, PO Box 842879, Sacramento, CA 94278-0044.

Use Tax Direct Payment Exemption Certificate

I hereby certify that I hold use tax direct payment permit No. _____ issued pursuant to California Sales and Use Tax Law Section 7051.3 and that I am authorized to report and pay directly to the State the applicable use tax with respect to the property described herein which I shall purchase from:

(Name of Vendor)

(Address of Vendor)

In the event that I fail to timely report and pay the applicable tax to the State, I understand and agree that in addition to the tax liability, I will be liable for applicable interest and the amount due may be subject to penalties.

Description of property to be purchased:

Purchaser: _____ Date certificate given: _____

Signature and Title of Purchaser or Authorized Agent: _____

IMPORTANT NOTICE TO VENDORS

This exemption certificate when timely taken in good faith from a person who holds a use tax direct payment permit relieves a vendor from the requirement to collect and remit USE TAX on sales or leases of tangible personal property (other than leases of motor vehicles subject to the terms of Section 7205.1 of the Sales and Use Tax Law) to the person who issued the certificate. It does NOT relieve a vendor of any SALES TAX obligations. Generally, this certificate should be accepted only by out-of-state vendors or by lessors of tangible personal property other than motor vehicle lessors. Sellers can claim a deduction on their sales and use tax returns for any sales made under this certificate.

Vendors must retain a completed copy of this certificate in their files for a period of not less than four years to substantiate the exempt status of sales made under its authority.

This Exemption Certificate has been approved by the California State Board of Equalization.

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

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

THIS FORM MAY BE REPRODUCED

NOTICE TO INDIVIDUALS REGARDING INFORMATION FURNISHED TO THE BOARD OF EQUALIZATION

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

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

Provisions contained in the following laws require persons meeting certain requirements to file applications for registration, applications for permits or licenses, and tax returns or reports in such form as prescribed by the State Board of Equalization: Alcoholic Beverage Tax, Sections 32001-32556; Childhood Lead Poisoning Prevention Fee, Sections 43001-43651, Health & Safety Code, Sections 105275-105310; Cigarette and Tobacco Products Tax, Sections 30001-30481; Diesel Fuel Tax, Sections 60001-60709; Emergency Telephone Users Surcharge, Sections 41001-41176; Energy Resources Surcharge, Sections 40001-40216; Hazardous Substances Tax, Sections 43001-43651; Integrated Waste Management Fee, Sections 45001-45984; International Fuel Tax Agreement, Sections 9401-9433; Motor Vehicle Fuel License Tax, Sections 7301-8405; Occupational Lead Poisoning Prevention Fee, Sections 43001-43651, Health & Safety Code, Sections 105175-105197; Oil Spill Response, Prevention, and Administration Fees, Sections 46001-46751, Government Code, Sections 8670.1-8670.53; Publicly Owned Property, Sections 1840-1841; Sales and Use Tax, Sections 6001-7279.6; State Assessed Property, Sections 721-868, 4876-4880, 5011-5014; Tax on Insurers, Sections 12001-13170; Timber Yield Tax, Sections 38101-38908; Tire Recycling Fee, Sections 55001-55381, Public Resources Code, Sections 42860-42895; Underground Storage Tank Maintenance Fee, Sections 50101-50161, Health & Safety Code, Sections 25280-25299.96; Use Fuel Tax, Sections 8601-9355.

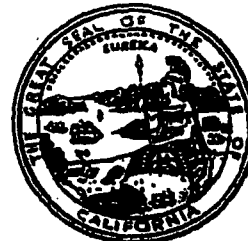
The principal purpose for which the requested information will be used is to administer the laws identified in the preceding paragraph. This includes the determination and collection of the correct amount of tax. Information you furnish to the Board may be used for the purpose of collecting any outstanding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

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

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

¹All references are to the California Revenue and Taxation Code unless otherwise indicated.

CALIFORNIA STATE BOARD OF EQUALIZATION
 USE TAX DIRECT PAYMENT PERMIT



ACCOUNT NUMBER _____

DRAFT

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

IS HEREBY AUTHORIZED PURSUANT TO SALES AND USE TAX LAW SECTION 7051.3 TO SELF-ASSESS AND PAY USE TAX DIRECTLY TO THE STATE OF CALIFORNIA

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

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

BOE-442-DPLZ (1-98)

**NOTICE TO INDIVIDUALS REGARDING
 INFORMATION FURNISHED TO THE BOARD OF EQUALIZATION**

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

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

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

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

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

EXECUTED IN DUPLICATE

Bond No. 014034895/08771501
Premium: \$36,999.

BOND FOR FAITHFUL PERFORMANCE

KNOW ALL MEN BY THESE PRESENTS: That we, SULLY-MILLER CONTRACTING COMPANY, as PRINCIPAL, and Liberty Mutual Insurance Company and Fidelity and Deposit Company**, located at 8044 Montgomery Road, Suite 150E, Cincinnati, OH 45236 and One Upper Pond Road Bldg.E/F***, a corporation, incorporated under the laws of the State of ***, admitted as a surety in the State of California and authorized to transact business in the State of California, as SURETY, are held and firmly bound unto the CITY OF LONG BEACH, CALIFORNIA, a municipal corporation, in the sum of Eight Million & No/100 DOLLARS (*****), 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 Annual Contract for Street Repairs and Minor Improvements 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 19 day of December, 2005.

SULLY-MILLER CONTRACTING COMPANY

Liberty Mutual Insurance Company
SURETY, admitted in California

By: [Signature]

By: [Signature]

Name: RON SALCIDO

Name: Edward N. Hackett

Title: VICE PRESIDENT

Title: Attorney-in-Fact

By: [Signature]

Telephone: 1-800-759-0559

Name: GARY DOWNEY

Fidelity and Deposit Company of Maryland
Surety

Title: ASSISTANT SECRETARY

By: [Signature]

Approved as to form this 20th day of Jan., 2006

John D. Miller, Attorney-in-Fact
Approved as to sufficiency this 27 day of January, 2006.

ROBERT E. SHANNON, City Attorney

By: [Signature]
Senior Deputy

By: [Signature]
City Manager/City Engineer

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

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

Company Profile

LIBERTY MUTUAL INSURANCE COMPANY

175 BERKELEY ST
BOSTON, MA 02116
800-262-8238

Agent for Service of Process

JERE KEPRIOS, C/O CT CORPORATION SYSTEM 818 WEST SEVENTH STREET, 2ND FLOOR LOS ANGELES, CA 90017

Unable to Locate the Agent for Service of Process?

Reference Information

NAIC #:	23043
NAIC Group #:	<u>0111</u>
California Company ID #:	1022-3
Date authorized in California:	August 30, 1929
License Status:	UNLIMITED-NORMAL
Company Type:	Property & Casualty
State of Domicile:	MASSACHUSETTS

Lines of Insurance Authorized to Transact

The company is authorized to transact business within these lines of insurance. For an explanation of any of these terms, please refer to the glossary.

AIRCRAFT
AUTOMOBILE
BOILER AND MACHINERY
BURGLARY
COMMON CARRIER LIABILITY
CREDIT
DISABILITY
FIRE
LIABILITY
MARINE
MISCELLANEOUS
PLATE GLASS

SPRINKLER
SURETY
TEAM AND VEHICLE
WORKERS' COMPENSATION

Company Complaint Information

[Company Enforcement Action Documents](#)
[Company Performance & Comparison Data](#)
[Composite Complaint Studies](#)

Want More?

[Help Me Find a Company Representative in My Area](#)

[Financial Rating Organizations](#)

Last Revised - December 13, 2005 09:17 PM
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[Disclaimer](#)

Company Profile

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

1400 AMERICAN LANE, 19TH FLOOR TOWER 1
SCHUAMBURG, IL 60196-1056
800-382-2150

Agent for Service of Process

ANDREW K. PLATT, C/O ZURICH NORTH AMERICA 801 N. BRAND BLVD., 13TH FLOOR GLENDALE, CA
91203

Unable to Locate the Agent for Service of Process?

Reference Information

NAIC #:	39306
NAIC Group #:	<u>0212</u>
California Company ID #:	2479-4
Date authorized in California:	January 01, 1982
License Status:	UNLIMITED-NORMAL
Company Type:	Property & Casualty
State of Domicile:	MARYLAND

Lines of Insurance Authorized to Transact

The company is authorized to transact business within these lines of insurance. For an explanation of any of these terms, please refer to the glossary.

AIRCRAFT
AUTOMOBILE
BOILER AND MACHINERY
BURGLARY
CREDIT
FIRE
LIABILITY
MARINE
MISCELLANEOUS
PLATE GLASS
SPRINKLER

State of California)
) ss.
County of Orange)

On December 21, 2005, before me, J. Daniels - Notary Public
(Name and title "Notary Public"),

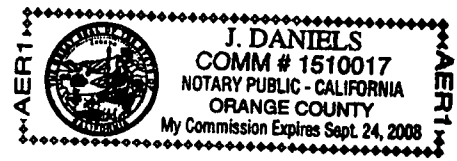
personally appeared Ron Salcido & Gary Downey
(Name(s) of signer(s)), (X) personally known to me (~~or proved to me on the basis of satisfactory evidence~~) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that ~~he/she/they~~ executed the same in his/~~her/their~~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

WITNESS my hand and official seal.



J. Daniels - Notary Public

(Seal of Notary)



OPTIONAL

Description of Attached Document

Title of Type of Document: Faithful Performance Bond

Document Date: December 19, 2005 Number of Pages: 1

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer

Signer's Name: Ron Salcido & Gary Downey

- Individual
- Corporate Officer - Title(s): Vice President & Assistant Secretary
- Partner - Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____

Signer is Representing: SULLY-MILLER CONTRACTING COMPANY

CERTIFICATE OF INCUMBENCY AND RESOLUTION

I, Ron Salcido, do hereby certify that I am a Vice President 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	NAME
Chairman of the Board	James Weeks
President & CEO	V. A. Serri
Chief Financial Officer & Treasurer	Tim P. Orchard
Vice President	Ron J. Salcido
Vice President	Dave Martinez
Vice President	Bob Stone
Secretary	Anthony Martino
Assistant Secretary	George Aldrich
Assistant Secretary	Mary Lawson
Assistant Secretary	Mike Edwards
Assistant Secretary	Gary Downey
Assistant Secretary	James Wu

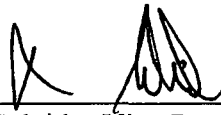
I further certify that the following is a true and correct copy of a resolution duly adopted by the Board of Directors of said Company at a meeting held on April 25, 2005, and that this resolution has not been in any way rescinded, annulled, or revoked but the same is still in full force and effect:

“(AUTHORITY TO EXECUTE 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 3rd day of May 2005.

(SEAL)



Ron Salcido, Vice President
1100 E. Orangethorpe Ave
Anaheim, Ca. 92801

STATE OF CALIFORNIA

COUNTY OF ORANGE

} SS.

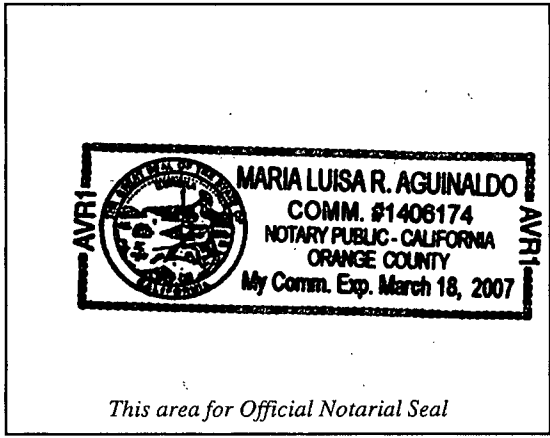
On DECEMBER 19, 2005, before me, MARIA LUISA R. AGUINALDO, NOTARY PUBLIC

PERSONALLY APPEARED EDWARD N. HACKETT AND JOHN D. MILLER

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

WITNESS my hand and official seal.

Signature [Handwritten Signature]



This area for Official Notarial Seal

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

FAITHFUL PERFORMANCE
TITLE OF TYPE OF DOCUMENT

1
NUMBER OF PAGES

DECEMBER 19, 2005
DATE OF DOCUMENT

SIGNER IS REPRESENTING:
NAME OF PERSON(S) OR ENTITY(IES)
LIBERTY MUTUAL INSURANCE COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND

SULLY-MILLER CONTRACTING COMPANY
SIGNER(S) OTHER THAN NAMED ABOVE

EXECUTED IN DUPLICATE

LABOR AND MATERIAL BOND

Bond No. 014034895/08771501
Premium: Included in Charge for
Performance Bond

KNOW ALL MEN BY THESE PRESENTS: That we, SULLY-MILLER CONTRACTING COMPANY, as PRINCIPAL, and Liberty Mutual Insurance Company and Fidelity and Deposit Company of**, located at 8044 Montgomery Road, Suite 150E, Cincinnati, OH 45236 and One Upper Pond Bldg. E/F***, a corporation, incorporated under the laws of the State of ***, admitted as a surety in the State of California, and authorized to transact business in the State of California, as SURETY, are held and firmly bound unto the CITY OF LONG BEACH, CALIFORNIA, a municipal corporation, in the sum of Eight Million & No/100 DOLLARS (\$*****), 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 Annual Contract for Street Repairs and Minor Improvements and is required by law and by said City to give this bond in connection with the execution of said contract;

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

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

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

IN WITNESS WHEREOF, the above named Principal and Surety have executed, or caused to be executed, this instrument with all of the formalities required by law on this 19 day of December, 2005.

SULLY-MILLER CONTRACTING COMPANY

Liberty Mutual Insurance Company
SURETY, admitted in California

By: [Signature]

By: [Signature]

Name: RON SALCIDO

Name: Edward N. Hackett

Title: VICE PRESIDENT

Title: Attorney-in-Fact

By: [Signature]

Telephone: 1-800-759-0559

Name: GARY DOWNEY

Fidelity and Deposit Company of Maryland
Surety

Title: ASSISTANT SECRETARY

By: [Signature]

John D. Miller, Attorney-in-Fact

Telephone No. (973)394-5133

Approved as to form this 20th day
of Jan., 2005.

Approved as to sufficiency this 22 day
of January, 2006.

ROBERT E. SHANNON, City Attorney

By: [Signature]
Senior Deputy

By: [Signature]
City Manager/City Engineer

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

Company Profile

LIBERTY MUTUAL INSURANCE COMPANY

175 BERKELEY ST
BOSTON, MA 02116
800-262-8238

Agent for Service of Process

JERE KEPRIOS, C/O CT CORPORATION SYSTEM 818 WEST SEVENTH STREET, 2ND FLOOR LOS ANGELES, CA 90017

Unable to Locate the Agent for Service of Process?

Reference Information

NAIC #:	23043
NAIC Group #:	0111
California Company ID #:	1022-3
Date authorized in California:	August 30, 1929
License Status:	UNLIMITED-NORMAL
Company Type:	Property & Casualty
State of Domicile:	MASSACHUSETTS

Lines of Insurance Authorized to Transact

The company is authorized to transact business within these lines of insurance. For an explanation of any of these terms, please refer to the glossary.

AIRCRAFT
AUTOMOBILE
BOILER AND MACHINERY
BURGLARY
COMMON CARRIER LIABILITY
CREDIT
DISABILITY
FIRE
LIABILITY
MARINE
MISCELLANEOUS
PLATE GLASS

SPRINKLER
SURETY
TEAM AND VEHICLE
WORKERS' COMPENSATION

Company Complaint Information

[Company Enforcement Action Documents](#)
[Company Performance & Comparison Data](#)
[Composite Complaint Studies](#)

Want More?

[Help Me Find a Company Representative in My Area](#)

[Financial Rating Organizations](#)

Last Revised - December 13, 2005 09:17 PM
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[Disclaimer](#)

Company Profile

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

1400 AMERICAN LANE, 19TH FLOOR TOWER 1
SCHUAMBURG, IL 60196-1056
800-382-2150

Agent for Service of Process

ANDREW K. PLATT, C/O ZURICH NORTH AMERICA 801 N. BRAND BLVD., 13TH FLOOR GLENDALE, CA
91203

Unable to Locate the Agent for Service of Process?

Reference Information

NAIC #:	39306
NAIC Group #:	<u>0212</u>
California Company ID #:	2479-4
Date authorized in California:	January 01, 1982
License Status:	UNLIMITED-NORMAL
Company Type:	Property & Casualty
State of Domicile:	MARYLAND

Lines of Insurance Authorized to Transact

The company is authorized to transact business within these lines of insurance. For an explanation of any of these terms, please refer to the glossary.

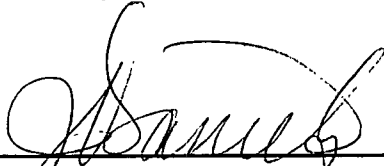
AIRCRAFT
AUTOMOBILE
BOILER AND MACHINERY
BURGLARY
CREDIT
FIRE
LIABILITY
MARINE
MISCELLANEOUS
PLATE GLASS
SPRINKLER

State of California)
) ss.
County of Orange)

On December 21, 2005, before me, J. Daniels - Notary Public
(Name and title "Notary Public"),

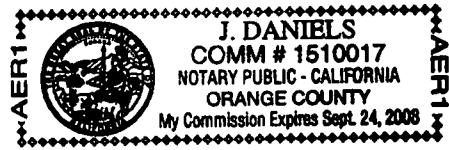
personally appeared Ron Salcido & Gary Downey
(Name(s) of signer(s)), (X) personally known to me (~~or proved to me on the basis of satisfactory evidence~~) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their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

WITNESS my hand and official seal.



J. Daniels - Notary Public

(Seal of Notary)



OPTIONAL

Description of Attached Document

Title of Type of Document: Labor & Material Bond

Document Date: December 19, 2005 Number of Pages: 1

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer

Signer's Name: Ron Salcido & Gary Downey

- Individual
- Corporate Officer - Title(s): Vice President & Assistant Secretary
- Partner - Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____

Signer is Representing: SULLY-MILLER CONTRACTING COMPANY

CERTIFICATE OF INCUMBENCY AND RESOLUTION

I, Ron Salcido, do hereby certify that I am a Vice President 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	NAME
Chairman of the Board	James Weeks
President & CEO	V. A. Serri
Chief Financial Officer & Treasurer	Tim P. Orchard
Vice President	Ron J. Salcido
Vice President	Dave Martinez
Vice President	Bob Stone
Secretary	Anthony Martino
Assistant Secretary	George Aldrich
Assistant Secretary	Mary Lawson
Assistant Secretary	Mike Edwards
Assistant Secretary	Gary Downey
Assistant Secretary	James Wu

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 April 25, 2005, 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 EXECUTE 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 3rd day of May 2005.

(SEAL)





Ron Salcido, Vice President
1100 E. Orangethorpe Ave
Anaheim, Ca. 92801

STATE OF CALIFORNIA

COUNTY OF ORANGE

} SS.

On DECEMBER 19, 2005, before me, MARIA LUISA R. AGUINALDO, NOTARY PUBLIC

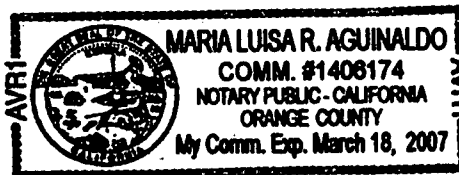
PERSONALLY APPEARED EDWARD N. HACKETT AND JOHN D. MILLER

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

WITNESS my hand and official seal.

Signature

Maria Luisa R. Aguinaldo



This area for Official Notarial Seal

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:

SIGNER IS REPRESENTING:

NAME OF PERSON(S) OR ENTITY(IES)
LIBERTY MUTUAL INSURANCE COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND

DESCRIPTION OF ATTACHED DOCUMENT

LABOR AND MATERIAL BOND
TITLE OF TYPE OF DOCUMENT

1
NUMBER OF PAGES

DECEMBER 19, 2005
DATE OF DOCUMENT

SULLY-MILLER CONTRACTING COMPANY
SIGNER(S) OTHER THAN NAMED ABOVE

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 STOCKTON, EDWARD N. HACKETT, NOEMI QUIROZ, MARIA LUISA R. AGUINALDO, ALL OF THE CITY OF SANTA ANA, 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 11th day of August 2005

LIBERTY MUTUAL INSURANCE COMPANY

By Garnet W. Elliott, Assistant Secretary



COMMONWEALTH OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 11th day of August, 2005, before me, a Notary Public, personally came Garnet W. Elliott, to me known, and acknowledged that he is an Assistant Secretary of Liberty Mutual Insurance Company; that he knows the seal of said corporation; and that he executed the above Power of Attorney and affixed the corporate seal of Liberty Mutual Insurance Company thereto with the authority and at the direction of said corporation.

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



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

By Teresa Pastella, Notary Public

CERTIFICATE

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

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

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

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the said company, this 19th day of December 2005



By David M. Carey, Assistant Secretary

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

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

Power of Attorney
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
HOME OFFICE: 3910 KESWICK ROAD, BALTIMORE, MD 21211

KNOW ALL MEN BY THESE PRESENTS: That the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a corporation of the State of Maryland, by PAUL C. ROGERS, Vice President, and J. G. HAMILTON, 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 **John D. MILLER, of Santa Ana, California**, 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.

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 15th day of March, A.D. 2001.

ATTEST:

FIDELITY AND DEPOSIT COMPANY OF MARYLAND



FOR YOUR PROTECTION
LOOK FOR THE F&D NA FIDELITY

J. G. Hamilton

J. G. Hamilton

Assistant Secretary

By:

Paul C. Rogers

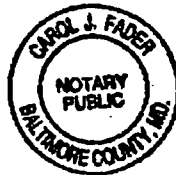
Paul C. Rogers

Vice President

State of Maryland }
County of Baltimore } ss:

On this 15th day of March, A.D. 2001, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, came PAUL C. ROGERS, Vice President, and J. G. HAMILTON, 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.



Carol J. Fader

Carol J. Fader

Notary Public

My Commission Expires: August 1, 2004

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

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

CERTIFICATE

I, the undersigned, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the 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 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 19th day of December, 2005


Assistant Secretary

**NOTICE FROM SURETY REQUIRED BY
TERRORISM RISK INSURANCE ACT OF 2002**

In accordance with the Terrorism Risk Insurance Act of 2002 (referred to hereinafter as the "Act"), this disclosure notice is provided for surety bonds on which one or more of the following companies is the issuing surety: Liberty Mutual Insurance Company; Liberty Mutual Fire Insurance Company; LM Insurance Corporation; The First Liberty Insurance Corporation; Liberty Insurance Corporation; Employers Insurance Company of Wausau (formerly "EMPLOYERS INSURANCE OF WAUSAU A Mutual Company"); Peerless Insurance Company; and any other company that is a part of or added to the Liberty Mutual Group for which surety business is underwritten by Liberty Mutual Surety (referred to collectively hereinafter as the "Issuing Sureties").

NOTICE FORMS PART OF BOND

This notice forms part of surety bonds issued by any one or more of the Issuing Sureties.

DISCLOSURE OF PREMIUM

The premium attributable to any bond coverage for "acts of terrorism" as defined in Section 102(1) of the Act is Zero Dollars (\$0.00).

**DISCLOSURE OF FEDERAL PARTICIPATION
IN PAYMENT OF TERRORISM LOSSES**

The United States will reimburse the Issuing Sureties for ninety percent (90%) of any covered losses from terrorist acts certified under the Act exceeding the applicable surety deductible.



ZURICH

THIS IMPORTANT DISCLOSURE NOTICE IS PART OF YOUR BOND

Fidelity and Deposit Company of Maryland, Colonial American Casualty and Surety Company, Zurich American Insurance Company, and American Guarantee and Liability Insurance Company are making the following informational disclosures in compliance with The Terrorism Risk Insurance Act of 2002. No action is required on your part.

Disclosure of Terrorism Premium

The premium charge for risk of loss resulting from acts of terrorism (as defined in the Act) under this bond is \$ waived. This amount is reflected in the total premium for this bond.

Disclosure of Availability of Coverage for Terrorism Losses

As required by the Terrorism Risk Insurance Act of 2002, we have made available to you coverage for losses resulting from acts of terrorism (as defined in the Act) with terms, amounts, and limitations that do not differ materially as those for losses arising from events other than acts of terrorism.

Disclosure of Federal Share of Insurance Company's Terrorism Losses

The Terrorism Risk Insurance Act of 2002 establishes a mechanism by which the United States government will share in insurance company losses resulting from acts of terrorism (as defined in the Act) after a insurance company has paid losses in excess of an annual aggregate deductible. For 2002, the insurance company deductible is 1% of direct earned premium in the prior year; for 2003, 7% of direct earned premium in the prior year; for 2004, 10% of direct earned premium in the prior year; and for 2005, 15% of direct earned premium in the prior year. The federal share of an insurance company's losses above its deductible is 90%. In the event the United States government participates in losses, the United States government may direct insurance companies to collect a terrorism surcharge from policyholders. The Act does not currently provide for insurance industry or United States government participation in terrorism losses that exceed \$100 billion in any one calendar year.

Definition of Act of Terrorism

The Terrorism Risk Insurance Act defines "act of terrorism" as any act that is certified by the Secretary of the Treasury, in concurrence with the Secretary of State and the Attorney General of the United States:

1. to be an act of terrorism;
2. to be a violent act or an act that is dangerous to human life, property or infrastructure;
3. to have resulted in damage within the United States, or outside of the United States in the case of an air carrier (as defined in section 40102 of title 49, United States Code) or a United States flag vessel (or a vessel based principally in the United States, on which United States income tax is paid and whose insurance coverage is subject to regulation in the United States), or the premises of a United States mission; and
4. to have been committed by an individual or individuals acting on behalf of any foreign person or foreign interest as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

But, no act shall be certified by the Secretary as an act of terrorism if the act is committed as part of the course of a war declared by Congress (except for workers' compensation) or property and casualty insurance losses resulting from the act, in the aggregate, do not exceed \$5,000,000.

These disclosures are informational only and do not modify your bond or affect your rights under the bond.