

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

1 and L at the Long Beach Airport in the City of Long Beach, California," attached as Exhibit
2 "A" and incorporated by reference.

3 Contractor shall submit appropriate requests for payment. City will make
4 progress payments in due course of payments in accordance with Section 9 of the
5 Standard Specifications (latest edition adopted by the City Council at the time of award).

6 3. CONTRACT DOCUMENTS. The contract documents include: The Notice
7 Inviting Bids, Plans & Specifications No. R-6705 (which may include by reference the
8 Standard Specifications for Public Works Construction and any supplements thereto,
9 collectively referred to as the "Standard Specifications"); the City of Long Beach Standard
10 Plans; Plans and Drawings No. B-4401 for this work; the California Code of Regulations;
11 the various Uniform Codes applicable to trades; the prevailing wage rates; Instructions to
12 Bidders; the Bid; a bid bond or security; the City of Long Beach Disadvantaged Business
13 Enterprise Program; the City of Long Beach Affirmative Action Program; this Contract and
14 all documents attached to it and referenced in it; Bond for Faithful Performance; Payment
15 Bond; Notice to Proceed; Notice of Completion; any addenda and change orders issued
16 in accordance with the Standard Specifications; any permits required and issued for the
17 work; and approved final design drawings and documents. These contract documents are
18 incorporated in this Contract by the above reference.

19 Notwithstanding Section 2-5.2 of the Standard Specifications, if any conflict
20 or inconsistency exists or develops among or between contract documents, the following
21 priority shall govern: 1) addenda and change orders; 2) this Contract; 3) permits from other

22 public agencies; 4) Plans & Specifications No. R-6705; 5) Plans and Drawings No. B-4401;

1 work is not completed in the time stated, but the damages would be difficult or impractical
2 to determine. So, Contractor shall pay to City, as liquidated damages, the amount stated
3 in the contract documents.

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

9 6. WORKERS' COMPENSATION CERTIFICATION. Concurrently with
10 execution of the Contract, Contractor shall submit certification of Workers' Compensation
11 coverage in accordance with California Labor Code Sections 1860 and 3700, a copy of
12 which is attached to the Contract as Exhibit "B" and incorporated by reference.

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

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

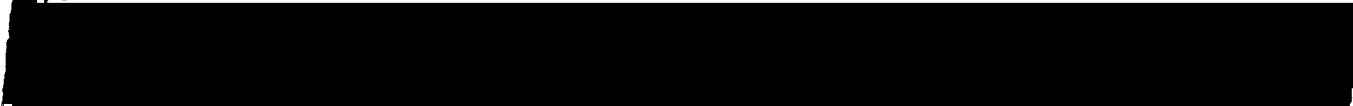
25 9. INSURANCE. Prior to commencement of work, and as a condition
26 precedent to the effectiveness of this Contract, Contractor shall provide to the City
27 evidence of all insurance required in the contract documents.

28 In addition, Contractor shall complete and deliver to the City the form

1 ("Information Sheet") attached as Exhibit "C" and incorporated by reference, to comply with
2 Labor Code Section 2810.

3 10. WORK DAY. Contractor shall comply with Sections 1810 through 1815
4 of the California Labor Code regarding hours of work. Contractor shall forfeit, as a penalty
5 to the City, the sum of Twenty-Five Dollars (\$25) for each worker employed by Contractor
6 or any subcontractor for each calendar day such worker is required or permitted to work
7 more than eight (8) hours or more than forty (40) hours in any one calendar week unless
8 that worker receives compensation in accordance with Section 1815.

9 11. PREVAILING WAGES. The Director of Public Works of the City of Long
10 Beach by and on behalf of the City Council has obtained from the Director of the
11 Department of Industrial Relations of the State of California the general prevailing rate of
12 per diem wages and the general prevailing rate of holiday and overtime work in the locality



1 higher rate.

2 12. PENALTY FOR VIOLATION OF WAGE SCALE. Contractor shall forfeit,
3 as a penalty to the City, Fifty Dollars (\$50) for each laborer, worker or mechanic employed
4 for each calendar day, or portion thereof, such laborer, worker or mechanic is paid less
5 than the prevailing wage rates for any work done by Contractor or any subcontractor.

6 13. TERMINATION UNDER FEDERAL OR STATE AUTHORITY. If the work
7 is terminated pursuant to an order of any Federal or State authority, Contractor shall accept
8 as full and complete compensation under this Contract such amount of money as will equal
9 the product of multiplying the Contract price, as determined by the contract documents, by
10 the percentage of work completed by Contractor as of the date of termination, and for
11 which Contractor has not been paid. If the work is so terminated, the City Engineer, after
12 consultation with Contractor, shall determine the percentage of work completed and the
13 determination of the City Engineer shall be final.

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

20 14. NOTICES. A. Any notice given with respect to this Contract shall be in
21 writing and personally delivered or deposited in the U.S. Postal Service, first class, postage
22 prepaid, to Contractor at the address first stated above, and to the City at 333 West Ocean
23 Boulevard, Long Beach, CA 90802 Attn: City Manager. Notice of change of address shall
24 be given in the same manner as stated for other notices. Notice shall be deemed given
25 on the date deposited in the mail or on the date personal delivery is made, whichever
26 occurs first.

27 B. Except for stop notices and claims made under the Labor Code, the City
28 will notify Contractor when the City receives any third party claims relating to this Contract,

1 in accordance with Section 9201 of the Public Contract Code.

2 15. BONDS REQUIRED. Contractor shall, simultaneously with the execution
3 of this Contract, execute and deliver to the City a good and sufficient corporate surety
4 bond, in the form attached to this Contract and in the amount stated in the form,
5 conditioned on the faithful performance of this Contract by Contractor, and a good and
6 sufficient corporate surety bond, in the form attached and in the amount stated in the form,
7 conditioned on the payment of all labor and material claims incurred in connection with this
8 Contract.

9 16. COVENANT AGAINST ASSIGNMENT. Neither this Contract nor any
10 of the moneys that may become due to Contractor under this Contract may be assigned
11 by Contractor without the prior written consent of the City, nor will the City recognize any
12 subcontractor as such, and all persons engaged in the work of construction will be
13 considered as independent contractors or agents of the Contractor and will be held directly
14 responsible to Contractor.

15 17. CERTIFIED PAYROLL RECORDS. Contractor shall keep and cause
16 each subcontractor to keep an accurate payroll record in accordance with Division 2,
17 Part 7, Article 2 of the California Labor Code. Contractor's failure to furnish such record
18 to City shall entitle City to withhold the penalty prescribed by law from progress payments
19 due to Contractor.

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

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

4 20. TAXES AND TAX REPORTING. A. As required by federal and state
5 law, City is obligated to report the payment of compensation to Contractor on Form 1099-
6 Misc. Contractor shall pay all federal and state taxes resulting from payments made by the
7 City to Contractor under this Contract. Contractor acknowledges that Contractor is not
8 entitled to payment under this Contract until it has provided its Employer Identification
9 Number to the City.

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

20 In completing the form and obtaining the permit(s), Contractor shall use the
21 address of the work site as its business address and may use any address for its mailing
22 address. Copies of the form and permit(s) shall also be delivered to the City Engineer.
23 The form must be submitted and the permit(s) obtained as soon as Contractor receives a
24 Notice to Proceed. Contractor shall not order any materials or equipment over \$100,000
25 from vendors outside California until the form is submitted and the permit(s) obtained and,
26 if Contractor does so, it shall be a material breach of this Contract. In addition, Contractor
27 shall make all purchases from the Long Beach sales office of its vendors if those vendors
28 have a Long Beach office and all purchases made by Contractor under this Contract which

1 are subject to use tax of \$500,000 or more shall be allocated to the City of Long Beach.
2 Contractor shall require the same form and permit(s) from its subcontractors.

3 Contractor shall not be entitled to and by signing this Contract waives any
4 claim or damages for delay against City if Contractor does not timely submit these forms
5 to the appropriate governmental entity. Contractor may contact the City Controller at (562)
6 570-6450 for assistance with the form.

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

10 22. AUDIT. Because at least part of the payment to Contractor is made with
11 federal, state, or county funds and a condition to the use of those funds by City is a
12 requirement that the City render an accounting or otherwise account for those funds, then
13 City, the Federal Aviation Administration, and the U.S. Comptroller General, or their
14 authorized representatives, shall have the right at all reasonable times to examine, audit,
15 inspect, review, extract information from, and copy all books, records, accounts, and other
16 information relating to this Contract. Contractor shall retain all books, records, documents,
17 and papers that are directly related to this Contract for three (3) years after the City makes
18 final payment.

19 23. NO PECULIAR RISK. Contractor acknowledges and agrees that the
20 work performed under this Contract does not constitute a peculiar risk of bodily harm and
21 that no special precautions are required to perform the work.

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

26 25. SUBCONTRACTORS. Contractor agrees to and shall bind every
27 subcontractor to the terms of this Contract provided, however, that nothing in the contract
28 documents shall create any obligation on the part of City to pay any subcontractor except

1 in accordance with a court order in an action to foreclose a stop notice. Failure of
2 Contractor to comply with this Section shall be deemed a material breach of this Contract.
3 A list of subcontractor(s) submitted by Contractor in compliance with Public Contract Code
4 Sections 4100 et seq. is attached as Exhibit "D" and incorporated by this reference.

5 26. NO DUTY TO INSPECT. No language in the contract documents shall
6 create and City shall not have any duty to inspect, correct, warn of, or investigate any
7 condition arising from Contractor's work, or to insure compliance with laws, rules or
8 regulations relating to the work. If City does inspect or investigate, the results of the

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1 Contractor by any public agency, failure to pay any charges or fees for services performed
2 by the City, failure to provide any payroll records, breach of Section 20, Section 25, Section
3 32(B) or Section 32(I) and, if Contractor has substituted any security in lieu of retention,
4 then default shall also include City's receipt of a stop notice. If default occurs and
5 Contractor has substituted any security in lieu of retention, then, in addition to City's other
6 legal remedies, City shall have the right to draw on the security in accordance with Public
7 Contract Code Section 22300 and without further notice to Contractor. If default occurs
8 and Contractor has not substituted any security in lieu of retention, then City shall have all
9 legal remedies available to it.

10 32. DEPARTMENT OF TRANSPORTATION ("DOT")/FEDERAL AVIATION
11 ADMINISTRATION REQUIREMENTS.

12 A. With its bid Contractor has submitted
13 documents captioned Appendix 6, Appendix 7, Appendix 8, Appendix 9, Appendix 11, and
14 Appendix 12, all of which are attached to this Contract and incorporated by reference and
15 which shall become contract documents in addition to those listed in Section 3.

16 B. Contractor shall carry out applicable requirements of 49 CFR Part 26 with
17 respect to its subcontracts. Failure by the Contractor to carry out these requirements is a
18 material breach of this Contract, which may result in the termination of this Contract or
19 such other remedy as the City deems appropriate.

20 C. Contractor shall comply with the City's Disadvantaged Business
21 Enterprise ("DBE") program and Contractor agrees that City may withhold payment in
22 accordance with Section XI(C)(2) of the City's DBE program or as otherwise stated in the
23 City's DBE program.

24 D. Contractor shall maintain records containing the name and address of
25 each first-tier subcontractor and the name and business address of every DBE
26 subcontractor (regardless of tier) and DBE vendor of materials and DBE trucking company;
27 the date of payment and the total dollar amount paid to each of them; and the date of work
28 performed by Contractor's employees with the corresponding dollar value of the work
claimed toward DBE goals. When the work is completed Contractor shall provide a

1 summary of these records to the City. Contractor shall explain, in writing, why the names
2 of subcontractors, the work items or the dollar amounts in the summary are different from
3 what was originally shown if there have been no changes made by the City or if Contractor
4 has not provided sufficient explanation in the "Final Report Utilization of Disadvantaged
5 Business Enterprises."

6 E. Contractor shall notify the City immediately if any DBE is unable or
7 unwilling to perform and shall provide reasonable documentation of such inability or
8 unwillingness with Contractor's notice to the City. Contractor shall obtain the City's prior
9 approval to substitute a DBE and shall provide copies of new or amended subcontracts
10 with the substituted DBE, or documentation of good faith efforts in obtaining a substitute
11 DBE. Contractor agrees that the City may order Contractor to stop work (at no penalty or
12 damages to City therefor) and that City may stop payment until Contractor takes
13 satisfactory action with respect to a substitute DBE.

14 F. Contractor shall maintain records and documents of payments to DBEs
15 for three (3) years following completion of the work. City and DOT, or its designee, shall
16 have the right to inspect these records and documents during that time.

17 G. If Contractor fails to comply with any requirement of City's DBE program,
18 whether or not called out in this Section of the Contract, City may terminate this Contract
19 without penalty or damages to the City or take whatever actions or seek whatever other
20 remedies are authorized in 49 CFR Part 26 or by law.

21 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.

SULLY-MILLER CONTRACTING COMPANY, a
Delaware corporation

OCTOBER 6, 2006

By [Signature]
Vice President
RON SALGIDO

OCTOBER 6, 2006

By [Signature]
(Type or Print Name)
Asst. Secretary
GEORGE ALDRICH
(Type or Print Name)

"Contractor"

CITY OF LONG BEACH, a municipal corporation

10.19, 2006

By [Signature]
City Manager

"City"

This Contract is approved as to form on 10/12, 2006.

ROBERT E. SHANNON, City Attorney

By [Signature]
Senior Deputy

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

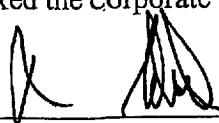
I further certify that the following is a true and correct copy of a resolution duly adopted by the Board of Directors of said Company at a meeting held on April 25, 2005, and that this resolution has not been in any way rescinded, annulled, or revoked but the same is still in full force and effect:

“(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

CALIFORNIA ALL PURPOSE ACKNOWLEDGEMENT

State of California
County of Orange

On October 6, 2006 before me, Elizabeth M. Miles, Notary Public, personally appeared **Ron Salcido** and **George Aldrich**, personally known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person or entity upon behalf of which the person acted, executed the instrument.



Witness my hand and official seal

Elizabeth M. Miles

Elizabeth M. Miles, Notary Public

OPTIONAL

Though law does not require the information below, it may prove valuable to persons relying on the document and could prevent fraudulent removal of this form to another document.

Description of Attached Document

Title or Type of Document: Contract – Job No. 26624C-City of Long Beach, Taxiways C & L @ Long Beach Airport

Document Date: October 6, 2006 Number of Pages: 12

Signer(s) Other Than Named Above: N/A

Capacity(ies) Claimed by Signer

Signer's Name: RON SALCIDO AND GEORGE ALDRICH

- Individual
- Corporate Officer – Title(s): **Vice President and Asst. Secretary** -(respectively)
- Partner – Limited / General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other:

Signer is Representing: SULLY-MILLER CONTRACTING COMPANY

EXHIBIT “A”

BIDDER'S NAME: SULLY MILLER CONTRACTING COMPANY

ALTERNATE BASE BID FOR THE
CONSTRUCTION OF
IMPROVEMENTS TO TAXIWAYS C AND L
AT THE LONG BEACH AIRPORT
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 Wednesday, *August 16, 2006* 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-6705 for the Construction of Improvements to Taxiways C and L at the Long Beach Airport at the Long Beach Airport at the prices in the table below.

It is understood that the Work to be done consists of the reconstruction of Taxiway L and Taxiway C at the Long Beach Airport. The Work is being bid as two separate bids, a Base Bid that includes a Portland cement concrete (PCC) pavement surface, and an Alternate Base Bid that includes an asphalt concrete (AC) pavement surface. Bidders may bid one of their choice or both. Should a bidder decide to bid both, separate bid forms are required for each Bid.

It is understood that the City intends to analyze both the Base Bid and the Alternate Base Bid to determine the lowest responsible bidder. If the lowest Base Bid is (1) no more than 25% higher than the lowest Alternate Base Bid or (2) is lower than all of the Alternate Base Bids, then the City will award the contract to the lowest responsible bidder whose Base Bid is the lowest of all Base Bids. If the lowest Base Bid is more than 25% higher than the lowest Alternate Base Bid, then the City will award the contract to the lowest responsible bidder whose Alternate Base Bid is the lowest of all Alternate Base Bids.

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE (IN FIGURES)	ITEM TOTAL (IN FIGURES)
1	P-140-3.1; Mobilization	1	LS	1,075,000.	1,075,000.
2	P-150-4.1; Removal of Asphalt Pavement by Milling	140,860	SY	2.15	302,849.00

ALTERNATE BASE BID

R-6705

B-1 (ADDENDUM NO. 4)

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE (IN FIGURES)	ITEM TOTAL (IN FIGURES)
3	P-150-4.2; Cold Milling Asphalt Pavement	20,290	SY	2.50	50,725.00
4	P-150-4.3; Removal of Pavement Painted Markings & Stripes	70,410	SF	2.80	197,148.00
5	P-150-4.4; Light Removal	262	EA	220.00	57,640.00
6	P-150-4.5; Guidance Sign Removal	29	EA	375.00	10,875.00
7	P-150-4.6; Remove Guidance Signs to be Reinstalled	5	EA	375.00	1,875.00
8	P-150-4.7; Remove Existing RCP	570	LF	38.00	21,660.00
9	P-150-4.8; Remove Existing Inlet	6	EA	2,500.00	15,000.00
10	P-150-4.9; Remove Existing Manhole Structure	1	EA	4,000.00	4,000.00
11	P-150-4.10; Remove Flared End Section	1	EA	1,100.00	1,100.00
12	P-150-4.11; Pulverized, Blend and Stockpile Base Course	46,273	CY	9.00	416,457.00
13	P-150-4.12; Removal of Stockpile of Excess Pulverized and Milled Material	7,000	CY	28.00	196,000.00
14	P-151-4.1; Clearing and Grubbing	17	Acre	4,500.00	76,500.00
15	P-152-4.1; Unclassified Excavation	9,900	CY	160.00	1,584,000.00
16	P-152-4.2; Imported Fill	8,500	CY	14.00	119,000.00

ALTERNATE BASE BID

R-6705

B-2 (ADDENDUM NO. 4)

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE (IN FIGURES)	ITEM TOTAL (IN FIGURES)
17	P-156-5.1; Temporary Air & Water Pollution, Soil Erosion, and Siltation Control	1	LS	2,600,000. ✓	2,600,000. ✓
18	P-209R-5.1; Crushed Aggregate Base	45,330	CY	18. ✓	815,940. ✓
19	P-209R-5.2; Imported Crushed Aggregate Base	6,000	CY	45. ✓	270,000. ✓
20	P-301-6.1; Soil Cement Subgrade Course, 8" thick	36,120	SY	4.60	166,152. ✓
21	P-301-6.2; Soil Cement Subgrade Course, 18" thick	113,190	SY	8. ✓	905,520. ✓
22	P-301-6.3; Portland Cement for Subgrade Course	6,190	Ton	190. ✓	1,176,100. ✓
23	P-401R-8.1; Bituminous RAP Pavement	42,840	Ton	161. ✓	6,897,240. ✓
24	P-603-5.1; Bituminous Tack Coat	41,940	Gallon	2.50	104,850.00
25	P-620-5.1-1; Taxiway Painting (First Application)	27,660	SF	2.50	69,150.00
26	P-620-5.1-2; Taxiway Painting (Second Application including Application of Reflective Media)	27,660	SF	2.50	69,150.00
27	P-620-5.1-3; Temporary Taxiway Striping (Two Applications)	34,840	SF	1.30	45,292.00

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE (IN FIGURES)	ITEM TOTAL (IN FIGURES)
28	P-620-5.1-4; Temporary Runway Markings (Two Applications including Application of Reflective Media)	9,100	SF	3.70	33,670.00
29	P-620-5.1-5; Temporary Runway Striping (Two Applications including Application of Reflective Media)	4,830	SF	1.30	6,279.00
30	P-620-5.1-6; Runway Striping and Markings (Two Applications including Application of Reflective Media)	113,170	SF	1.30	147,121.00
31	P-620-5.2; Taxiway Retroreflective Markers	36	EA	50.00	1,800.00
32	P-626-6.1; Emulsified Asphalt Slurry Seal	23,760	SY	3.30	78,408.00
33	F-162-5.1; Chain-Link Fence	370	LF	54.00	19,980.00
34	F-162-5.2; Gate	1	EA	4,200.00	4,200.00
35	D-701-5.1-1; 18" RCP (D-2500)	730	LF	315.00	229,950.00
36	D-701-5.1-2; 21" RCP (D-2500)	150	LF	470.00	70,500.00
37	D-701-5.1-3; 24" RCP (D-2500)	280	LF	440.00	123,200.00
38	D-701-5.2; Concrete Pipe Encasement	1,870	LF	380.00	710,600.00

ALTERNATE BASE BID

R-6705

B-4 (ADDENDUM NO. 4)

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE (IN FIGURES)	ITEM TOTAL (IN FIGURES)
39	D-702-5.1; Trench Drain	880	LF	800.-	704,000.-
40	D-751-5.1-1; Manholes	4	EA	27,000.-	108,000.-
41	D-751-5.1-2; Inlets	9	EA	10,000.-	90,000.-
42	D-751-5.1-3; Storm Water Treatment Units (Type 20)	1	EA	65,000.-	65,000.-
43	D-751-5.1-4; Storm Water Treatment Units (Type 25)	1	EA	76,000.-	76,000.-
44	D-751-5.1-5; Adjust Manholes to Finish Grade	3	EA	1,200.00	3,600.00
45	D-751-5.1-6; Cap Existing Inlet	1	EA	3,000.00	3,000.00
46	D-751-5.1-7; Junction Structure	2	EA	5,700.00	11,400.00
47	D-751-5.1-8; Concrete Collar	1	EA	2,900.00	2,900.00
48	T-901-5.1; Seeding	14	Acre	900.00	12,600.00
49	L-106-5.1; Aircraft Monitoring Loop	5	EA	3,500.-	17,500.-
50	L-108-5.1; L-824 Cable, No. 8 AWG, 5KV in Conduit	55,930	LF	2.-	111,860.-
51	L-108-5.2; Safety Ground, No. 6AWG, 600V, XHHW, in Conduit with Ground Rods	28,170	LF	3.-	84,510.-

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE (IN FIGURES)	ITEM TOTAL (IN FIGURES)
52	L-108-5.3; Lightning Protection, No. 6 AWG, Bare Copper Counterpoise, with Ground Rods	18,610	LF	1.80	33,498.-
53	L-108-5.4; TWY Light Secondary Cables, # 12 AWG, 600 V, in Conduit	570	LF	5.-	2,850.-
54	L-110-5.1; (1) 2" PVC Conduit, Installed with AC FG	18,930	LF	23.-	435,390.-
55	L-110-5.2; (1) 2" PVC Conduit, Installed with Dirt FG	4,710	LF	28.-	131,880.-
56	L-110-5.3; (1) 2" PVC Conduit, Concrete-Encased, Installed with AC FG	1,000	LF	28.-	28,000.-
57	L-110-5.4; (1) 2" RGS Conduit, Installed with AC FG Above Tunnel	490	LF	46.-	22,540.-
58	L-110-5.5; Temporary Jumper, (1) 2" RGS Conduit, Secured with Sand Bags	1,260	LF	27.-	34,020.-
59	L-110-5.6; Duct Bank, 4-4" PVC Conduits, Installed with AC FG	150	LF	85.-	12,750.-
60	L-110-5.7; Duct Bank, 4-4" PVC Conduits, Installed with Dirt FG	70	LF	160.-	11,200.-
61	L-110-5.8; Duct Bank, 4-2" RGS Conduits, Installed with AC FG Above Tunnel	100	LF	270.-	27,000.-

ALTERNATE BASE BID

R-6705

B-6 (ADDENDUM NO. 4)

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE (IN FIGURES)	ITEM TOTAL (IN FIGURES)
62	L-110-5.9; Duct Bank, 4-2" RGS Conduits, Installed with Dirt FG Above Tunnel	30	LF	100. -	3,000. -
63	L-110-5.10; Manhole	2	EA	9,500. -	19,000. -
64	L-110-5.11; Adjust Existing Manhole, Including Accessories	39	EA	11,500. -	448,500. -
65	L-110-5.12; Duct Bank, 4-2" PVC Conduits, installed with AC FG	2,645	LF	65. -	171,925. -
66	L-110-5.13; Duct Bank, 3-2" PVC Conduits, installed with AC FG	397	LF	56. -	22,232. -
67	L-110-5.14; Splice or Junction Can	20	EA	1,100. -	22,000. -
68	L-125-5.1; TWY Edge Light, L-861 T	272	EA	1,700. -	462,400. -
69	L-125-5.2; TWY Edge Light, L-861T, with Transformer Can in Shoulder	8	EA	3,500. -	28,000. -
70	L-125-5.3; Re-Install (E) RWY Edge Light, L-862	2	EA	1,400. -	2,800. -
71	L-125-5.4; Re-Install (E) RWY Edge Light, L-850C	2	EA	1,800. -	3,600. -
72	L-125-5.5; TWY Guidance Sign, 2-Panel	4	EA	6,500. -	26,000. -
73	L-125-5.6; TWY Guidance Sign, 3-Panel	19	EA	8,300. -	157,700. -

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE (IN FIGURES)	ITEM TOTAL (IN FIGURES)
74	L-125-5.8; Re-Install (E) TWY Guidance Sign, 3-Panel	5	EA	5,300. —	26,500. —
TOTAL AMOUNT BID 22,098,086. —					

Where did your company first hear about this City of Long Beach Public Work's Project?

CITY OF LONG BEACH

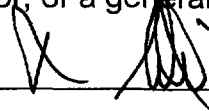
WORKERS' COMPENSATION CERTIFICATION

In accordance with California Labor Code Sections 1860 and 3700, I certify that I am aware of the provisions of Section 3700 which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with said provisions before commencing the performance of the Work of this contract.

Contractor's Name:

SULLY MILLER CONTRACTING COMPANY

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



Title: RON SALCIDO, VICE PRESIDENT

Date: SEPTEMBER 21, 2006

EXHIBIT "B"

INFORMATION TO COMPLY WITH LABOR CODE SEC. 2810

To comply with Labor Code Sec. 2810, Contractor shall complete and submit this Information Sheet which shall be incorporated into and be a part of the Contract:

- 1) Workers' Compensation Insurance:
 - A. Policy Number: WC7-631-004125-656
 - B. Name of Insurer (NOT Broker): Liberty Mutual Insurance Company
 - C. Address of Insurer: 114 W. 47th Street, New York, NY 10036
 - D. Telephone Number of Insurer: 212-391-7500

- 2) For vehicles owned by Contractor and used in performing work under this Contract:
 - A. VIN (Vehicle Identification Number): "Any Auto"
 - B. Automobile Liability Insurance Policy Number: AS2-631-004125-676
 - C. Name of Insurer (NOT Broker): Liberty Mutual Insurance Company
 - D. Address of Insurer: 114 W. 47th Street, New York, NY 10036
 - E. Telephone Number of Insurer: 212-391-7500

- 3) Address of property used to house workers on this Contract, if any:
NONE

- 4) Estimated total number of workers to be employed on this Contract: 60

- 5) Estimated total wages to be paid those workers: \$ 2,100,236.00

- 6) Dates (or schedule) when those wages will be paid: _____
WEEKLY
(Describe schedule: For example, weekly or every other week or monthly)

- 7) Estimated total number of independent contractors to be used on this Contract: 8
(Attach a list of contractor's license numbers with the names, if known)

- 8) Taxpayer's Identification Number:

EXHIBIT "C"

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 ACE FENCE COMPANY

CONSTRUCT FENCE & GATES

Address 15135 SALT LAKE AVE.

Dollar Amount of Contract \$ 36,330.

City INDUSTRY, CA 91746

MBE / WBE / OTHER Racial Origin ASIAN
(circle one)

Phone No. 626-333-0727

License No. 801674

Name PAVEMENT RECYCLING SYSTEMS, INC.

COLD MILL AC

Address 121 N. MAIN ST.

Dollar Amount of Contract \$ 444,594.2020079

City RIVERSIDE, CA 92501

MBE / WBE / OTHER Racial Origin WHITE
(circle one)

Phone No. 951-682-1091

License No. 569352

Name ROYAL ELECTRIC CO.

ELECTRICAL

Address 3131 52ND AVE.

Dollar Amount of Contract \$ 2,184,295.

City SACRAMENTO, CA 95823

MBE / WBE / OTHER Racial Origin CAUCASIAN
(circle one)

Phone No. 916-428-0286

License No. 357377

Name SUDHAKAR CO., INT.

Slurry Seal

Address 1450 N. FITZGERALD AVE.

Dollar Amount of Contract \$ 55,836.

City RIALTO, CA 92376

MBE / WBE / OTHER Racial Origin INDIAN-ASIAN
(circle one)

Phone No. 909-879-2939

License No. 752367

Name Covarrubias Bros. Const.

Structures

Address 37369 Deepwood Dr.

Dollar Amount of Contract \$ 541,440.

City Murrieta 92562

MBE / WBE / OTHER Racial Origin Hispanic
(circle one)

Phone No. 9096001751

License No. 784171

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 PCT
 Address 1105 E Hill St
 City Long Beach
 Phone No. 562 218 0504

Striping / Marking
 Dollar Amount of Contract \$ 394,842.40
 MBE / WBE / OTHER (circle one) Racial Origin Caucasian
 License No. 823802

Name Hydro Sprout
 Address 460 Corporate Dr.
 City Secundido
 Phone No. 760 432 8233

Seeding
 Dollar Amount of Contract \$ ~~9,947~~ 9,947.00
 MBE WBE / OTHER (circle one) Racial Origin Hispanic
 License No. 582303

Name CNC Engineering
 Address 8 Corporate Park Ste 100
 City Frvine
 Phone No. 949 863 0590

Survey
 Dollar Amount of Contract \$ 313,670.00
 MBE / WBE / OTHER (circle one) Racial Origin Hispanic
 License No. ~~Hispanic~~ 27743

Name _____
 Address _____
 City _____
 Phone No. _____

Dollar Amount of Contract \$ _____
 MBE / WBE / OTHER (circle one) Racial Origin _____
 License No. _____

Name _____
 Address _____
 City _____
 Phone No. _____

Dollar Amount of Contract \$ _____
 MBE / WBE / OTHER (circle one) Racial Origin _____
 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 SULLY MILLER CONTRACTING COMPANY		SALES/USE TAX PERMIT NUMBER 97-220777
BUSINESS ADDRESS (primary) 1100 E. ORANGETHORPE AVE., SUITE 200		CONSUMER USE TAX ACCOUNT NUMBER N/A
CITY, STATE, & ZIP CODE ANAHEIM, CA 92801		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 (about address or po box if different from business address) SAME AS ABOVE		
CITY, STATE, & ZIP CODE		NAME UNDER WHICH BUSINESS IS TO BE TRANSACTED IF DIFFERENT THAN ABOVE N/A

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 1100 E. ORANGETHORPE AVE., SUITE 200 ANAHEIM, CA 92801 MAILING ADDRESS	4. BUSINESS ADDRESS 1100 E. ORANGETHORPE AVE., SUITE 200 ANAHEIM, CA 92801 MAILING ADDRESS
2. BUSINESS ADDRESS MAILING ADDRESS	5. BUSINESS ADDRESS MAILING ADDRESS
3. BUSINESS ADDRESS MAILING ADDRESS	6. BUSINESS 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)

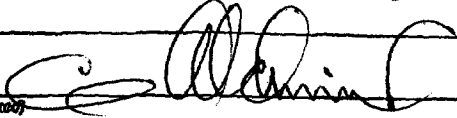
N/A

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 ASST. SECRETARY
NAME (typed or printed) GEORGE ALDRICH	DATE SEPT. 25, 2006

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

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

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

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

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

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

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

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

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

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

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

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

Use Tax Direct Payment Exemption Certificate

N/A

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 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 43001-43551; Health & Safety Code, Sections 105275-105310; Cigarette and Tobacco Products Tax, Sections 30001-30481; Diesel Fuel Tax, Sections 60001-60709; Emergency Telephone Users Surcharge, Sections 41001-41176; Energy Resources Surcharge, Sections 40001-40215; Hazardous Substances Tax, Sections 43001-43651; Integrated Waste Management Fee, Sections 45001-45987; International Fuel Tax Agreement, Sections 9401-9433; Motor Vehicle Fuel License Tax, Sections 7301-8405; Occupational Lead Poisoning Prevention Fee, Sections 43001-43551; 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 25290-25299.96; Use Fuel Tax, Sections 8601-9355.

The principal purpose for which the requested information will be used is to administer the laws identified in the preceding paragraph. This information is used for the determination and collection of the correct amount of tax. Information you furnish to the Board may be used for the purpose of collecting the 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) 445-2464, are: Sales and Use Tax, Deputy Director, Sales and Use Tax Department, 450 N Street, M/C 43, Sacramento, CA 95814; Excise Taxes, Fuel Taxes and Environmental Fees, Deputy Director, Special Taxes Department, 450 N Street, M/C 57, Sacramento, CA 95814.

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

APPENDIX 6

APPENDIX 7

APPENDIX 8

APPENDIX 9

10

APPENDIX 11

APPENDIX 12

*** ADDITIONAL INSTRUCTIONS TO BIDDERS -**

The City of Long Beach, in accordance with Title VI of the Civil Rights Act of 1964 (78 Stat. 252) and the Regulations of the Department of Commerce (15 C.F.R., Part 8) issued pursuant such Act, hereby notifies all bidders that it will affirmatively ensure that the contract entered into pursuant to the Notice Inviting Bids will be awarded to the lowest responsible bidder without discrimination on the grounds of race, color, or national origin.

In accordance with the provisions of Division 2, Part 7, Chapter 1 of the California Labor Code, the Director of Public Works of the City of Long Beach by and on behalf of the City Council has obtained from the Director of the Department of Industrial Relations of the State of California the general prevailing rates of per diem wages for each craft, classification, and type of work needed to execute contracts for public works and improvements. The per diem wages published at the date the contract is advertised for bids shall be applicable. Copies of the prevailing rate of per diem wages are on file in the City Engineer's office, 333 W. Ocean Boulevard, 9th floor, Long Beach, California 90802 and such copies will be made available to any interested party upon request. Furthermore, the current Federal General Wage Determinations for this Work, as predetermined by the U.S. Secretary of Labor, are set forth in these Special Provisions. If there is a difference in the Federal minimum wage rates and the State of California minimum wage rates for similar classifications of labor, the Contractor and its subcontractors shall pay not less than the higher wage rate.

The City of Long Beach shall not accept lower State wage rates for classifications not specifically included in the Federal General Wage Determinations. This includes "trainees" (or other classifications based on hours of experience) or any other classification not appearing in the Federal General Wage Determinations. Where the Federal General Wage Determinations does not contain the State classification otherwise available for use by the Contractor and subcontractors, the Contractor and subcontractors shall pay not less than the Federal minimum wage rate for the classification which most closely approximates the duties of the employees in question.

DBE REQUIREMENTS

The Bidder shall make good faith efforts, as defined in Appendix A of Title 49 CFR Part 26, Regulations of the Office of the Secretary of Transportation, to subcontract 0 percent of the dollar value of the prime contract to small business concerns owned and controlled by socially and economically disadvantaged individuals (DBE). Individuals who are rebuttably presumed to be socially and economically disadvantaged include Women, Blacks, Hispanics, Native Americans, Asian-Pacific Americans, and Asian-Indian Americans. The apparent successful Bidder will be required to submit information concerning the DBEs that will participate in this contract. The information will include the name and address of each DBE, a description of the work to be performed by each named firm, and the dollar value of the contract. If the Bidder fails to achieve the contract goal stated herein, it will be required to provide documentation demonstrating that it made good faith efforts in attempting to do so.

NOTE: A Bid that fails to meet these requirements may be considered grounds for rejecting the Bid.

LOCAL AGENCY BIDDER - DBE - INFORMATION

This information shall be submitted with your bid proposal. Failure to submit the required DBE information will be grounds for finding the proposal nonresponsive. Any additional information shall be submitted in accordance with the Plans and Specifications.

CO.-RTE.-K.P.: LONG BEACH AIRPORT-TAXIWAYS C & L
 CONTRACT NO.: 3-06-0127-26 & 3-06-0127-27
 BID AMOUNT: \$ \$ 22,098,086.00
 BID OPENING DATE: AUGUST 2, 2006 @ 10:00 AM
 BIDDER'S NAME: SULLY MILLER CONTRACTING COMPANY
 DBE GOAL FROM CONTRACT: N/A
 DBE PRIME CONTRACTOR CERTIFICATION: N/A

CONTRACT ITEM NO.	ITEM OF WORK AND DESCRIPTION OR SERVICES TO BE SUBCONTRACTED OR MATERIALS TO BE PROVIDED ¹	DBE CERT. NO.	NAME OF DBEs (Must be certified on the date bids are opened - include DBE address and phone number)	DOLLAR AMOUNT DBE ³
33, 34	CONSTRUCT FENCE AND GATES	34153	ACE FENCE COMPANY CITY OF INDUSTRY 626-333-0727	\$36,330.00
32	SLURRY SEAL	28984	SUDHAKAR CO., INT. RIALTO, CA 909-879-2933	\$55,836.00
48	SEEDING	8771	HYDRO SPROUT ESCONDIDO, CA 760-432-8233	\$ 9,947.00
39-41 45-47	STRUCTURES	6266	COVARRUBIAS BROS. MURRIETA, CA 951-600-1751	\$541,440.00
N/A	SURVEY	1551	CNC ENGINEERING IRVINE, CA 949-863-0590	\$313,670.00

IMPORTANT: Identify all DBE firms being claimed for credit, regardless of tier. Copies of the DBE quotes are required. Names of the First Tier DBE Subcontractors and their respective item(s) of work listed above shall be consistent, where applicable, with the names and items of work in the "List of Subcontractors" submitted with your bid.

Total Claimed Participation

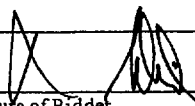
\$957,223.00

4.33 %

1. DBE prime contractors shall enter their DBE certification number. DBE prime contractors shall indicate all work to be performed by DBEs including work performed by its own forces.

2. If 100% of item is not to be performed or furnished by DBE, describe exact portion of item to be performed or furnished by DBE.

3. See Section 2-1.02, "Disadvantaged Business Enterprise," of Exhibit H in the Specifications to determine the credit allowed for DBE firms.


 Signature of Bidder
RON SALCIDO, VICE PRESIDENT
 07/27/06 714 578-9600
 Date (Area Code) Tel. No.

RON SALCIDO
 Person to Contact (Please Type or Print)

BIDDER'S STATEMENT ON PREVIOUS CONTRACTS
SUBJECT TO EEO CLAUSE

The Bidder shall complete the following statement by checking the appropriate blanks:

The Bidder has X has not _____ participated in a previous contract subject to the equal opportunity clause prescribed by Executive Order 11246, as amended, of September 24, 1965.

The Bidder has X has not _____ submitted all compliance reports in connection with any such contract due under the applicable filing requirements; and that representations indicating submission of required compliance reports signed by proposed subcontractors will be obtained prior to award of subcontracts.

If the Bidder has participated in a previous contract subject to the equal opportunity clause and has not submitted compliance reports due under applicable filing requirements, the Bidder shall submit a compliance report on Standard Form 100, "Employee Information Report EEO-I" prior to award of the contract (*).

NOTE: Failure to complete the blanks may be grounds for rejecting the bid.

RON SALCIDO, VICE PRESIDENT

(Name and Title of Signer)



Signature

JULY 19, 2006

Date

Company Name

SULLY MILLER CONTRACTING COMPANY

Business Address

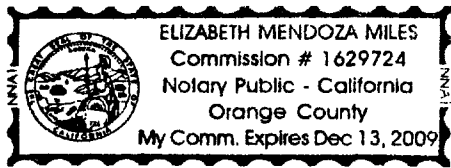
1100 E. ORANGETHORPE AVE., SUITE 200

ANAHEIM, CA 92801

CALIFORNIA ALL PURPOSE ACKNOWLEDGEMENT

State of California
County of Orange

On July 26, 2006 before me, Elizabeth M. Miles, Notary Public, personally appeared Ron Salcido, personally known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person or entity upon behalf of which the person acted, executed the instrument.



Witness my hand and official seal

Elizabeth M. Miles

Elizabeth M. Miles, Notary Public

OPTIONAL

Though law does not require the information below, it may prove valuable to persons relying on the document and could prevent fraudulent removal of this form to another document.

Description of Attached Document

Title or Type of Document: Bidder's Statement on Previous Contracts Subject to EEO Clause - City of Long Beach (Bid No. 26-07-3398)

Document Date: July 19, 2006 Number of Pages: 1

Signer(s) Other Than Named Above: N/A

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

Certification of Nonsegregated Facilities (Contractors/Subcontractors).

(A Certification of Nonsegregated Facilities must be submitted prior to award of a contract or subcontract (*) exceeding \$10,000 which is not exempt from the provisions of the Equal Opportunity Clause).

The federally-assisted construction contractor certifies that he does not maintain or provide, for his employees, any segregated facilities at any of his establishments and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The federally-assisted construction contractor certifies that he will not maintain or provide, for his employees, segregated facilities at any of his establishments and that he will not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The federally-assisted construction contractor agrees that a breach of this certification is a violation of the Equal Opportunity Clause in this contract. As used in this Certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, timeclocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directives or are in fact segregated on the basis of race, color, religion, or national origin because of habit, local custom, or any other reason. The federally-assisted construction contractor agrees that (except where he has obtained identical certifications from proposed subcontractors for specific time periods) he will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause and that he will retain such certifications in his files.

Certification - The information above is true and complete to the best of my knowledge and belief.

RON SALCIDO, VICE PRESIDENT

(Name and Title of Signer)



Signature

JULY 19, 2006

Date

Company Name

SULLY MILLER CONTRACTING COMPANY

Business Address

1100 E. ORANGETHORPE AVE., SUITE 200

ANAHEIM, CA 92801

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

CALIFORNIA ALL PURPOSE ACKNOWLEDGEMENT

State of California
County of Orange

On July 26, 2006 before me, Elizabeth M. Miles, Notary Public, personally appeared Ron Salcido, personally known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person or entity upon behalf of which the person acted, executed the instrument.



Witness my hand and official seal

Elizabeth M. Miles

Elizabeth M. Miles, Notary Public

OPTIONAL

Though law does not require the information below, it may prove valuable to persons relying on the document and could prevent fraudulent removal of this form to another document.

Description of Attached Document

Title or Type of Document: Certification of Nonsegregated Facilities – City of Long Beach (Bid No. 26-07-3398)

Document Date: July 19, 2006 Number of Pages: 1

Signer(s) Other Than Named Above: N/A

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

Assurance of Disadvantaged Business Enterprise Participation

To meet the mandated requirements of the United States Department of Transportation, 49 CFR Part 23, the assurance below shall be signed by the bidder and submitted prior to award of the contract (*).

NOTE: The bidder's execution of the signature portion of this proposal shall also constitute execution of this assurance.

Bidder's Assurance of Compliance With
Title 49 CFR Part 23 Relating To
Disadvantaged Business Enterprise Participation

The bidder hereby gives assurance pursuant to the requirements of Title 49 CFR Part 23 that bidder has made a reasonable effort to meet the goals for Disadvantaged Business Enterprise participation specified for the contract for which this proposal is submitted and that bidder, if the contract is awarded to bidder, will have a DBE participation of (6)** percent of the amount of this bid. Bidder further gives assurance that bidder will submit the documentation required by said Regulations and the contract specifications, including the Listing of Disadvantaged Business Enterprises with which the bidder will subcontract if the contract is awarded and if bidder is unable to meet the contract goals for DBE participation, of the steps bidder has taken to obtain DBE participation.

RON SALCIDO, VICE PRESIDENT

(Name and Title of Signer)


Signature

JULY 19, 2006
Date

Company Name SULLY MILLER CONTRACTING COMPANY .

Business Address 1100 E.ORANGETHORPE AVE., SUITE 200 .

ANAHEIM, CA 92801 .

(**) Bidder shall insert the percentage for DBE participation even if the percentage is less than the contract goal.

CALIFORNIA ALL PURPOSE ACKNOWLEDGEMENT

State of California
County of Orange

On July 26, 2006 before me, Elizabeth M. Miles, Notary Public, personally appeared Ron Salcido, personally known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person or entity upon behalf of which the person acted, executed the instrument.



Witness my hand and official seal

Elizabeth M. Miles
Elizabeth M. Miles, Notary Public

OPTIONAL

Though law does not require the information below, it may prove valuable to persons relying on the document and could prevent fraudulent removal of this form to another document.

Description of Attached Document

Title or Type of Document: Assurance of Disadvantaged Business Enterprise
Participation – City of Long Beach (Bid No. 26-07-3398)

Document Date: July 19, 2006 Number of Pages: 1

Signer(s) Other Than Named Above: N/A

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

SUSPENSION AND DEBARMENT REQUIREMENTS FOR ALL CONTRACTS OVER \$25,000
49 CFR PART 29

The bidder/offeror certifies, by submission of this proposal or acceptance of this contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. It further agrees by submitting this proposal that it will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts, and subcontracts. Where the bidder/offerer/contractor or any lower tier participant is unable to certify to this statement, it shall attach an explanation to this solicitation/proposal.

RON SALCIDO, VICE PRESIDENT

(Name and Title of Signer)



Signature

JULY 19, 2006

Date

Company Name

SULLY MILLER CONTRACTING COMPANY

Business Address

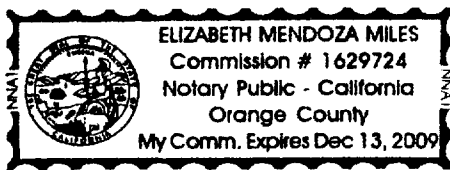
1100 E. ORANGETHORPE AVE., SUITE 200

ANAHEIM, CA 92801

CALIFORNIA ALL PURPOSE ACKNOWLEDGEMENT

State of California
County of Orange

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Witness my hand and official seal

Elizabeth M. Miles

Elizabeth M. Miles, Notary Public

OPTIONAL

Though law does not require the information below, it may prove valuable to persons relying on the document and could prevent fraudulent removal of this form to another document.

Description of Attached Document

Title or Type of Document: Suspension and Debarment Requirements – City of Long Beach (Bid No. 26-07-3398)

Document Date: July 19, 2006 Number of Pages: 1

Signer(s) Other Than Named Above: N/A

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

DBE REQUIREMENTS
(49 CFR 23.45 (h))

The bidder shall make good faith efforts, as defined in Appendix A of 49 CFR Part 23, Regulations of the Office of the Secretary of Transportation, to subcontract 0 percent of the dollar value of the prime contract to small business concerns owned and controlled by socially and economically disadvantaged individuals (DBE). In the event that the bidder for this solicitation qualifies as a DBE, the contract goal shall be deemed to have been met. Individuals who are rebuttably presumed to be socially and economically disadvantaged include women, Blacks, Hispanics, Native Americans, Asian-Pacific Americans, and Asian-Indian Americans. The apparent successful bidder will be required to submit information concerning the DBE's that will participate in this contract. The information will include the name and address of each DBE, a description of the work to be performed by each named firm, and the dollar value of the contract. If the bidder fails to achieve the contract goal stated herein, it will be required to provide documentation demonstrating that it made good faith efforts in attempting to do so.

NOTE: A bid that fails to meet these requirements may be considered grounds for rejecting the bid.

TRADE RESTRICTION CLAUSES TO BE INCLUDED IN ALL SOLICITATIONS,
CONTRACTS, AND SUBCONTRACTS.

The contractor or subcontractor, by submission of an offer and/or execution of contract, certifies that it:

a. is not owned or controlled by one or more citizens or nationals of a foreign country included in the list of countries that discriminate against U.S. firms published by the Office of the United States Trade Representative (USTR);

b. has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or a national of a foreign country on said list, or is owned or controlled directly or indirectly by one or more citizens or nationals of a foreign country on said list;

c. has not procured any product nor subcontracted for the supply of any product for use on the project that is produced in a foreign country on said list.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to a contractor or subcontractor who is unable to certify to the above. If the contractor knowingly procures or subcontracts for the supply of any product or service of a foreign country on the said list for use on the project, the Federal Aviation Administration may direct, through the sponsor, cancellation of the contract at no cost to the Government.

Further, the contractor agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in each contract and in all lower tier subcontracts. The contractor may rely on the certification of a prospective subcontractor unless it has knowledge that the certification is erroneous.

The contractor shall provide immediate written notice to the sponsor if the contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The subcontractor agrees to provide immediate written notice to the contractor, if at any time it learns that its certification was erroneous by reason of changed circumstances.

This certification is a material representation of fact upon which reliance was placed when making the award. If it is later determined that the contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration may direct, through the sponsor, cancellation of the contract or subcontract for default at no cost to the Government.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

RON SALCIDO, VICE PRESIDENT

(Name and Title of Signer)


Signature

JULY 19, 2006

Date

Company Name

SULLY MILLER CONTRACTING COMPANY

Business Address

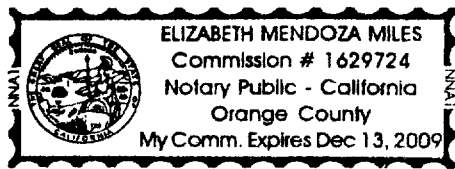
1100 E. ORANGETHORPE AVE., SUITE 200

ANAHEIM, CA 92801

CALIFORNIA ALL PURPOSE ACKNOWLEDGEMENT

State of California
County of Orange

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Witness my hand and official seal

Elizabeth M. Miles

Elizabeth M. Miles, Notary Public

OPTIONAL

Though law does not require the information below, it may prove valuable to persons relying on the document and could prevent fraudulent removal of this form to another document.

Description of Attached Document

Title or Type of Document: Trade restriction Clauses – City of Long Beach (Bid No. 26-07-3398)

Document Date: July 19, 2006 Number of Pages: 2

Signer(s) Other Than Named Above: N/A

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

BUY AMERICAN - STEEL AND MANUFACTURED
PRODUCTS FOR CONSTRUCTION CONTRACTS

The Contractor agrees that only domestic steel and manufactured products will be used by the Contractor, subcontractors, materialmen, and suppliers in the performance of this contract, and defined in paragraph a below.

a. The following terms apply to this clause:

(1) Steel and manufactured products. As used in this clause, steel and manufactured products include (1) those produced in the United States or (2) a manufactured product produced in the United States, if the cost of its components mined, produced or manufactured in the United States exceeds 60 percent of the cost of all its components and final assembly has taken place in the United States.

(2) Components. As used in this clause, components means those articles, materials, and supplies incorporated directly into steel and manufactured products.

(3) Cost of Components. This means the costs for production of the components, exclusive of final assembly labor costs.

RON SALCIDO, VICE PRESIDENT

(Name and Title of Signer)



Signature

JULY 19, 2006

Date

Company Name

SULLY MILLER CONTRACTING COMPANY

Business Address

1100 E. ORANGETHORPE AVE., SUITE 200

ANAHEIM, CA 92801

CALIFORNIA ALL PURPOSE ACKNOWLEDGEMENT

State of California
County of Orange

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Witness my hand and official seal

Elizabeth M. Miles
Elizabeth M. Miles, Notary Public

OPTIONAL

Though law does not require the information below, it may prove valuable to persons relying on the document and could prevent fraudulent removal of this form to another document.

Description of Attached Document

Title or Type of Document: Buy American Products – City of Long Beach (Bid No. 26-07-3398)

Document Date: July 19, 2006 Number of Pages: 1

Signer(s) Other Than Named Above: N/A

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

EXECUTED IN DUPLICATE

Bond No.014039173/08771539
Premium: \$87,611.

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**, located at 8044 Montgomery Road, Suite 150E, Cincinnati, OH 45236 (Liberty) and One Upper Pond Road Bldg. E/F, Parsippany, NJ 07054 (F&D), 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 TWENTY TWO MILLION NINETY EIGHT THOUSAND EIGHTY SIX DOLLARS (\$22,098,086.00), lawful money of the United States of America, for the payment of which sum, well and truly to be made, we bind ourselves, our respective heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT:

WHEREAS, said Principal has been awarded and is about to enter the annexed contract (incorporated herein by this reference) with said City of Long Beach for the Construction of Improvements to Taxiways C and L at the Long Beach Airport in the City of Long Beach, California 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 21st day of September, 2006.

Sully-Miller Contracting Company
CONTRACTOR/PRINCIPAL

By: [Signature]
Name: RON SALCIDO

Title: VICE PRESIDENT

By: [Signature]
Name: GARY DOWNEY

Title: ASST. SECRETARY

Approved as to form this 12th day
of October, 2006.

ROBERT E. SHANNON, City Attorney

By: [Signature]
Senior Deputy

Liberty Mutual Insurance Company
SURETY, admitted in California

By: [Signature]
Name: Victoria M. Campbell

Title: Attorney-in-Fact

Telephone: 1-800-759-0559

Fidelity and Deposit Company of Maryland
SURETY, admitted in California

By: [Signature]
Victoria M. Campbell, Attorney-in-Fact
Telephone No. (973)394-5133

Approved as to sufficiency this 16 day
of October, 2006.

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.

STATE OF CALIFORNIA

COUNTY OF ORANGE

} SS.

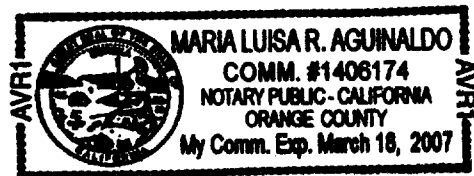
On SEPTEMBER 21, 2006, before me, MARIA LUISA R. AGUINALDO, NOTARY PUBLIC

PERSONALLY APPEARED VICTORIA M. CAMPBELL

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

DESCRIPTION OF ATTACHED DOCUMENT

- Individual and Corporate Officer checkboxes.

- Partner(s), Limited, and General checkboxes.

- Attorney-in-Fact (checked), Trustee(s), Guardian/conservator, and Other checkboxes.

SIGNER IS REPRESENTING:

NAME OF PERSON(S) OR ENTITY(IES)

TITLE OF TYPE OF DOCUMENT

NUMBER OF PAGES

DATE OF DOCUMENT

SIGNER(S) OTHER THAN NAMED ABOVE

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)

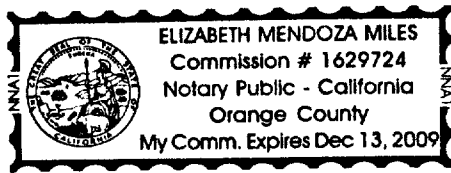


Ron Salcido, Vice President
1100 E. Orangethorpe Ave
Anaheim, Ca. 92801

CALIFORNIA ALL PURPOSE ACKNOWLEDGEMENT

State of California
County of Orange

On September 21, 2006 before me, Elizabeth M. Miles, Notary Public, personally appeared **Ron Salcido** and **Gary Downey**, personally known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person or entity upon behalf of which the person acted, executed the instrument.



Witness my hand and official seal

gmm miles
Elizabeth M. Miles, Notary Public

OPTIONAL

Though law does not require the information below, it may prove valuable to persons relying on the document and could prevent fraudulent removal of this form to another document.

Description of Attached Document

Title or Type of Document: Bond for Faithful Performance – Job No. 26624C-City of Long Beach, Taxiways C & L @ Long Beach Airport

Document Date: September 21, 2006 Number of Pages: 1

Signer(s) Other Than Named Above: Liberty Mutual Insurance Company

Capacity(ies) Claimed by Signer

Signer's Name: RON SALCIDO AND GARY DOWNEY

- Individual
- Corporate Officer – Title(s): **Vice President and Asst. Secretary** -(respectively)
- Partner – Limited / General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other:

Signer is Representing: SULLY-MILLER CONTRACTING COMPANY

EXECUTED IN DUPLICATE

Bond No. 014039173/08771539
Premium: Included in Charge for
Performance Bond

LABOR AND MATERIAL 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**, located at 8044 Montgomery Road, Suite 150E, Cincinnati, OH 45236 (Liberty) and One Upper**, 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 TWENTY TWO MILLION NINETY EIGHT THOUSAND EIGHTY SIX DOLLARS (\$22,098,086.00), lawful money of the United States of America, for the payment of which sum, well and truly to be made, we bind ourselves, our respective heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT:

WHEREAS, said Principal has been awarded and is about to enter the annexed contract (incorporated herein by this reference) with said City of Long Beach for the Construction of Improvements to Taxiways C and L at the Long Beach Airport in the City of Long Beach, California 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 21st day of September, 2006.

Sully-Miller Contracting Company
CONTRACTOR/PRINCIPAL

By: [Signature]

Name: RON SALCIDO

Title: VICE PRESIDENT

By: [Signature]

Name: GARY DOWNEY

Title: ASSISTANT SECRETARY

Approved as to form this 12th day
of October, 2006.

ROBERT E. SHANNON, City Attorney

By: [Signature]
Senior Deputy

Liberty Mutual Insurance Company
SURETY, admitted in California

By: [Signature]

Name: Victoria M. Campbell

Title: Attorney-in-Fact

Telephone: 1-800-759-0559

Fidelity and Deposit Company of Maryland
SURETY, admitted in California

By: [Signature]

Victoria M. Campbell, Attorney-in-Fact

Telephone No. (973)394-5133
Approved as to sufficiency this 16 day
of October, 2006.

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.

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)

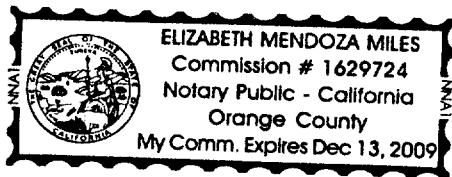


Ron Salcido, Vice President
1100 E. Orangethorpe Ave
Anaheim, Ca. 92801

CALIFORNIA ALL PURPOSE ACKNOWLEDGEMENT

State of California
County of Orange

On September 21, 2006 before me, Elizabeth M. Miles, Notary Public, personally appeared **Ron Salcido** and **Gary Downey**, personally known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person or entity upon behalf of which the person acted, executed the instrument.



Witness my hand and official seal

Elizabeth M. Miles

Elizabeth M. Miles, Notary Public

OPTIONAL

Though law does not require the information below, it may prove valuable to persons relying on the document and could prevent fraudulent removal of this form to another document.

Description of Attached Document

Title or Type of Document: Labor and Material Bond – Job No. 26624C-City of Long Beach, Taxiways C & L @ Long Beach Airport

Document Date: September 21, 2006 Number of Pages: 1

Signer(s) Other Than Named Above: Liberty Mutual Insurance Company

Capacity(ies) Claimed by Signer

Signer's Name: RON SALCIDO AND GARY DOWNEY

- Individual
- Corporate Officer – Title(s): **Vice President and Asst. Secretary** -(respectively)
- Partner – Limited / General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other:

Signer is Representing: SULLY-MILLER CONTRACTING COMPANY

STATE OF CALIFORNIA

COUNTY OF ORANGE

} SS.

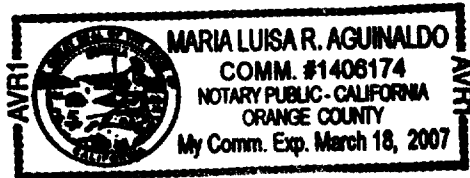
On SEPTEMBER 21, 2006, before me, MARIA LUISA R. AGUINALDO, NOTARY PUBLIC

PERSONALLY APPEARED VICTORIA M. CAMPBELL

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

DESCRIPTION OF ATTACHED DOCUMENT

- INDIVIDUAL
CORPORATE OFFICER

- PARTNER(S) LIMITED
GENERAL

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

SIGNER IS REPRESENTING:

NAME OF PERSON(S) OR ENTITY(IES)

TITLE OF TYPE OF DOCUMENT

NUMBER OF PAGES

DATE OF DOCUMENT

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 **EDWARD N. HACKETT, NOEMI QUIROZ, MARIA LUISA R. AGUINALDO, VICTORIA M. CAMPBELL, LISA CLARK, 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 22nd day of May, 2006

LIBERTY MUTUAL INSURANCE COMPANY

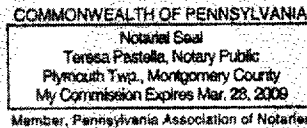
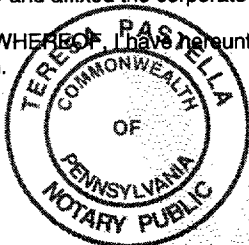
By Garnet W. Elliott
Garnet W. Elliott, Assistant Secretary



COMMONWEALTH OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 22nd day of May, 2006, before me, a Notary Public, personally came Garnet W. Elliott, to me known, and acknowledged that he is an Assistant Secretary of Liberty Mutual Insurance Company; that he knows the seal of said corporation; and that he executed the above Power of Attorney and affixed the corporate seal of Liberty Mutual Insurance Company thereto with the authority and at the direction of said corporation.

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



By Teresa Pastella
Teresa Pastella, Notary Public

CERTIFICATE

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

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

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

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the said company, this SEP 21 2006 day of



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

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

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

Power of Attorney
FIDELITY AND DEPOSIT COMPANY OF MARYLAND

KNOW ALL MEN BY THESE PRESENTS: That the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a corporation of the State of Maryland, by THEODORE G. MARTINEZ, Vice President, and GREGORY E. MURRAY, Assistant Secretary, in pursuance of authority granted by Article VI, Section 2, of the By-Laws of said Company, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, does hereby nominate, constitute and appoint **Edward N. HACKETT, Victoria M. CAMPELLI and Maria Luisa R. AGUINALDO, all of Santa Ana, California, EACH** its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: ~~any and all bonds and undertakings,~~ and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Company, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its office in Baltimore, Md., in their own proper persons.

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 20th day of December, A.D. 2005.

ATTEST:

FIDELITY AND DEPOSIT COMPANY OF MARYLAND



Gregory E. Murray

Theodore G. Martinez

By:

Gregory E. Murray Assistant Secretary

Theodore G. Martinez

State of Maryland }
City of Baltimore } ss:

On this 20th day of December, A.D. 2005, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, came THEODORE G. MARTINEZ, Vice President, and GREGORY E. MURRAY, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and they each acknowledged the execution of the same, and being by me duly sworn, severally and each for himself depose and saith, that they are the said officers of the Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and that the said Corporate Seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporation.

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



Maria D. Adamski

Maria D. Adamski

Notary Public

My Commission Expires: July 8, 2007

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

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

CERTIFICATE

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

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

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

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

this _____ day of SEP 21 2006, _____.

Gerald F. Haley
Assistant Secretary