

CONTRACT

30422

THIS CONTRACT is made and entered, in duplicate, as of November 21, 2007 for reference purposes only, pursuant to a minute order adopted by the City Council of the City of Long Beach at its meeting held on December 4, 2007, by and between SULLY-MILLER CONTRACTING COMPANY, a Delaware corporation, whose address is 1100 E. Orangethorpe Avenue, Suite 200, Anaheim, California 92801 ("Contractor"), and the CITY OF LONG BEACH, a municipal corporation ("City").

WHEREAS, pursuant to a "Notice Inviting Bids for the Annual Contract for Street Repairs and Minor Improvements in the City of Long Beach, California," dated November 14, 2007, and published by City, bids were received, publicly opened and declared on the date specified in said Notice; and

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

WHEREAS, the City Council authorized the City Manager to enter a contract with Contractor for the work described in Plans & Specifications No. R-6738;

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

1. SCOPE OF WORK. Contractor shall furnish all necessary labor, supervision, tools, materials, supplies, appliances, equipment and transportation for the work described in "Plans & Specifications No. R-6738 for the Annual Contract for Street Repairs and Minor Improvements in the City of Long Beach, California," said work to be performed according to the Contract Documents identified below. However, this Contract is intended to provide to City complete and finished work and, to that end, Contractor shall do everything necessary to complete the work, whether or not specifically described in the Contract Documents.

2. PRICE AND PAYMENT.

A. City shall pay to Contractor the amount(s) for materials and work identified in Contractor's "Bid for the Annual Contract for Street Repairs and

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

1 Minor Improvements in the City of Long Beach, California," attached hereto as
2 Exhibit "A".

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

6 3. CONTRACT DOCUMENTS.

7 A. The Contract Documents include: The Notice Inviting Bids,
8 Plans & Specifications No. R-6738 (which may include by reference the Standard
9 Specifications for Public Works Construction, latest edition, and any supplements
10 thereto, collectively the "Standard Specifications"); the City of Long Beach
11 Standard Plans; Plans and Drawings No. (None) for this work; the California Code
12 of Regulations; the various Uniform Codes applicable to trades; the prevailing
13 wage rates; Instructions to Bidders; the Bid; the bid security; the City of Long
14 Beach Disadvantaged, Minority and Women-Owned Business Enterprise Program;
15 this Contract and all documents attached hereto or referenced herein including but
16 not limited to insurance; Bond for Faithful Performance; Payment Bond; Notice to
17 Proceed; Notice of Completion; any addenda or change orders issued in
18 accordance with the Standard Specifications; any permits required and issued for
19 the work; approved final design drawings and documents; and the Information
20 Sheet. These Contract Documents are incorporated herein by the above
21 reference and form a part of this Contract.

22 B. Notwithstanding Section 2-5.2 of the Standard Specifications,
23 if any conflict or inconsistency exists or develops among or between Contract
24 Documents, the following priority shall govern: 1) Change Orders; 2) this Contract;
25 3) Permit(s) from other public agencies; 4) Plans & Specifications No. R-6738; 5)
26 Addenda; 6) Plans and Drawings No. (None); 7) the City of Long Beach Standard
27 Plans; 8) Standard Specifications; 9) other reference specifications; 10) other
28 reference plans; 11) the bid; and 12) the Notice Inviting Bids.

1 4. TIME FOR CONTRACT. Contractor shall commence work on a date
2 to be specified in a written "Notice to Proceed" from City and shall complete all work
3 within Three Hundred Sixty-Five (365) calendar days thereafter, subject to strikes,
4 lockouts and events beyond the control of Contractor. Time is of the essence hereunder.
5 City will suffer damage if the work is not completed within the time stated, but those
6 damages would be difficult or impractical to determine. So, Contractor shall pay to City,
7 as liquidated damages, the amount stated in the Contract Documents.

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

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

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

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

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

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

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

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

18 12. COORDINATION WITH GOVERNMENTAL REGULATIONS.

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

27 B. If Contractor is prevented, in any manner, from strict
28 compliance with the Plans and Specifications due to any Federal or State law, rule

1 or regulation, in addition to all other rights and remedies reserved to the parties
2 City may by resolution of the City Council suspend performance hereunder until
3 the cause of disability is removed, extend the time for performance, make changes
4 in the character of the work or materials, or terminate this Contract without liability
5 to either party.

6 13. NOTICES.

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

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

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

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

1 16. CERTIFIED PAYROLL RECORDS. Contractor shall keep and
2 cause each subcontractor to keep an accurate payroll record in accordance with Division
3 2, Part 7, Article 2 of the California Labor Code. Contractor's failure to furnish such
4 record to City in the manner provided herein for notices shall entitle City to withhold the
5 penalty prescribed by law from progress payments due to Contractor.

6 17. RESPONSIBILITY OF CONTRACTOR. Notwithstanding anything to
7 the contrary in the Standard Specifications, Contractor shall have the responsibility, care
8 and custody of the work. If any loss or damage occurs to the work that is not covered by
9 collectible commercial insurance, excluding loss or damage caused by earthquake or
10 flood or the negligence or willful misconduct of City, then Contractor shall immediately
11 make the City whole for any such loss or pay for any damage. If Contractor fails or
12 refuses to make the City whole or pay, then City may do so and the cost and expense of
13 doing so shall be deducted from the amount due Contractor from City hereunder.

14 18. CONTINUATION. Termination or expiration of this Contract shall not
15 terminate the rights or liabilities of either party which rights or liabilities accrued or existed
16 prior to termination or expiration of this Contract.

17 19. TAXES AND TAX REPORTING.

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

24 B. Contractor shall cooperate with City in all matters relating to
25 taxation and the collection of taxes, particularly with respect to the self-accrual of
26 use tax. Contractor shall cooperate as follows: (i) for all leases and purchases of
27 materials, equipment, supplies, or other tangible personal property totaling over
28 \$100,000 shipped from outside California, a qualified Contractor shall complete

1 and submit to the appropriate governmental entity the form in Appendix "A"
2 attached hereto; and (ii) for construction contracts and subcontracts totaling
3 \$5,000,000 or more, Contractor shall obtain a sub-permit from the California Board
4 of Equalization for the Work site. "Qualified" means that the Contractor purchased
5 at least \$500,000 in tangible personal property that was subject to sales or use tax
6 in the previous calendar year.

7 C. In completing the form and obtaining the permit(s), Contractor
8 shall use the address of the Work site as its business address and may use any
9 address for its mailing address. Copies of the form and permit(s) shall also be
10 delivered to the City Engineer. The form must be submitted and the permit(s)
11 obtained as soon as Contractor receives a Notice to Proceed. Contractor shall not
12 order any materials or equipment over \$100,000 from vendors outside California
13 until the form is submitted and the permit(s) obtained and, if Contractor does so, it
14 shall be a material breach of this Contract. In addition, Contractor shall make all
15 purchases from the Long Beach sales office of its vendors if those vendors have a
16 Long Beach office and all purchases made by Contractor under this Contract
17 which are subject to use tax of \$500,000 or more shall be allocated to the City of
18 Long Beach. Contractor shall require the same form and permit(s) from its
19 subcontractors.

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

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

27 21. AUDIT. If payment of any part of the consideration for this Contract
28 is made with federal, state or county funds and a condition to the use of those funds by

1 City is a requirement that City render an accounting or otherwise account for said funds,
2 then City shall have the right at all reasonable times to examine, audit, inspect, review,
3 extract information from, and copy all books, records, accounts and other information
4 relating to this Contract.

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

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

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

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

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

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

5 28. COSTS. If there is any legal proceeding between the parties to
6 enforce or interpret this Contract or to protect or establish any rights or remedies
7 hereunder, the prevailing party shall be entitled to its costs, including reasonable
8 attorney's fees.

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

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

27 ///

28 ///

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

3 SULLY-MILLER CONTRACTING
4 COMPANY, a Delaware corporation

5 DECEMBER 10, 2007

By [Signature]

6 **MIKE EDWARDS**

Type or Print Name

ASSISTANT SECRETARY

Title

8 DECEMBER 10, 2007

By [Signature]

9 **GARY DOWNEY**

Type or Print Name

ASSISTANT SECRETARY

Title

11 "Contractor"

12 CITY OF LONG BEACH, a municipal
13 corporation

14 December 26, 2007

By [Signature] **ASSISTANT**

City Manager

16 "City"

17 RECEIVED ASSISTANT
18 TO SECRETARY GEN. OF
19 THE CITY CLERK.

20 This Contract is approved as to form on 12/18,

21 2007.

22 ROBERT E. SHANNON, City Attorney

23 By [Signature]
24 Deputy


25 OFFICE OF THE CITY ATTORNEY
26 ROBERT E. SHANNON, City Attorney
27 333 West Ocean Boulevard, 11th Floor
28 Long Beach, CA 90802-4664

State of California)
) ss.
County of Orange)

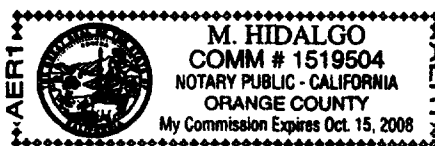
On December 14, 2007 before me, M. HIDALGO-NOTARY PUBLIC
(Name and title "Notary Public"),

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

WITNESS my hand and official seal.


(SIGNATURE OF NOTARY)
M. HIDALGO - NOTARY PUBLIC

(Seal of Notary)



OPTIONAL

Description of Attached Document

Title of Type of Document - CONTRACT - CITY OF LONG BEACH

Document Date: December 10, 2007 Number of Pages: 1

Signer Other Than Named Above: None

Capacity(ies) Claimed by Signer

Signer's Name: MIKE EDWARDS/GARY DOWNEY

Individual

Corporate Officer - Title: ASST. SECRETARY/ASST. SECRETARY

Partner - Limited General

Attorney in Fact

Trustee

Guardian or Conservator

Other: _____

Signer is Representing: SULLY-MILLER CONTRACTING COMPANY

EXHIBIT “A”

Contractor’s Bid

BIDDER'S NAME: SULLY-MILLER CONTRACTING COMPANY

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

In accordance with the Notice Inviting Bids for the above titled Work in the City of Long Beach, California, a copy of which is attached hereto and is made a part hereof, to be opened on November 14, 2007, 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-6738 at the following prices.

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

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE (IN FIGURES)
1	Adjust City Manhole Frame & Cover	1 or more	Ea	250. ✓
2	Adjust L.A.C.S.D. Manhole Frame & Cover	1 or more	Ea	200. ✓
3	Reconstruct Manhole Frame & Cover	1 or more	Ea	250. ✓
4	Manhole Step	1 or more	Ea	38. ✓
5	Adjust Water Valve Box & Cover and Meter Box & Cover	1 or more	Ea	70. ✓
6	Reconstruct Water Valve Box & Cover	1 or more	Ea	170. ✓
7	Adjust Gas Valve Box & Cover	1 or more	Ea	75. ✓
8	Replace Pull Box	1 or more	Ea	180. ✓
9	Replace Traffic Signal Pull Box	1 or more	Ea	350. ✓
10	Survey Monument Type C with Casting & Cover	1 or more	Ea	115. ✓
11	Install Survey Monument Casting & Cover	1 or more	Ea	275. ✓

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE (IN FIGURES)
12	Adjust Survey Monument Casting & Cover	1 or more	Ea	95. ✓
13	Survey Bench Mark, Type 1	1 or more	Ea	115. ✓
14	Curb Drain	1 or more	Ea	50. ✓
15	Sawcut PCC or Bituminous Pavement to 10" Depth	1 to 100	LF	4.50
16		101 to 200	LF	3.75
17		201 to 500	LF	3. ✓
18		501 or more	LF	3. ✓
19		Concrete Removal	0.5 to 1.5	CY
20	1.6 to 3.0		CY	140. ✓
21	3.1 to 5.0		CY	135. ✓
22	5.1 to 10.0		CY	85. ✓
23	10.1 to 20.0		CY	75. ✓
24	20.1 to 50.0		CY	70. ✓
25	50.1 or more		CY	70. ✓
26	Bituminous Pavement Removal		0.5 to 1.5	CY
27		1.6 to 3.0	CY	200. ✓
28		3.1 to 5.0	CY	125. ✓
29		5.1 to 10.0	CY	80. ✓
30		10.1 to 20.0	CY	62. ✓
31		20.1 to 50.0	CY	55. ✓
32		50.1 or more	CY	53. ✓

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE (IN FIGURES)
33	Cold Milling Asphalt Concrete Pavement, 6' Wide, 1" Average Depth	500 to 1,000	SY	2.80
34		1,001 to 2,000	SY	1.80
35		2,001 to 3,000	SY	1.10
36		3,001 or more	SY	1.-
37	Cold Milling Asphalt Concrete Pavement, 6' Wide, 2" Average Depth	500 to 1,000	SY	5.-
38		1,001 to 2,000	SY	3.20
39		2,001 to 3,000	SY	2.20
40		3,001 or more	SY	2.-
41	Cold Milling Asphalt Concrete Pavement, 1' Wide, 2" Average Depth	10 to 30	SY	25.-
42		31 to 60	SY	10.-
43		61 to 100	SY	6.50
44		101 to 500	SY	3.-
45		501 or more	SY	1.50
46	Pavement Grinding, 6" Wide, 1" Average Depth	10 to 30	LF	20.-
47		31 to 60	LF	13.-
48		61 to 100	LF	4.-
49		101 to 500	LF	1.40
50		501 or more	LF	1.30
51	Unclassified Excavation	1 to 10	CY	130.-
52		11 to 50	CY	45.-

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE (IN FIGURES)
53	Unclassified Excavation	51 to 100	CY	33. ✓
54		101 or more	CY	33. ✓
55	Root Pruning, 14" Deep	6 to 50	LF	15. ✓
56		51 to 150	LF	13. ✓
57		151 to or more	LF	13. ✓
58	Root Pruning, 26" Deep	6 to 50	LF	19. ✓
59		51 to 150	LF	19. ✓
60		151 or more	LF	18. ✓
61	Tree Pruning	1 to 5	Ea	200. ✓
62		6 or more	Ea	200. ✓
63	Tree Removal up to 24" diameter trunk	1 or more	Ea	300. ✓
64	Tree Removal, 25" to 36" diameter trunk	1 or more	Ea	700. ✓
65	Imported Borrow	1 to 10	CY	7. ✓
66		11 to 50	CY	7. ✓
67		51 or more	CY	7. ✓
68	Slurry Backfill	1 to 5	CY	90. ✓
69		6 to 10	CY	60. ✓
70		11 to 30	CY	55. ✓
71		31 or more	CY	55. ✓
72	Crushed Miscellaneous Base 6" Thick	1 to 400	SF	2.50
73		401 to 1,000	SF	1. ✓

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE (IN FIGURES)
74	Crushed Miscellaneous Base 6" Thick	1,001 to 2,000	SF	1. ✓
75		2001 or more	SF	.70
76	Crushed Miscellaneous Base 8" Thick	1 to 400	SF	3. ✓
77		401 to 1,000	SF	1.40
78		1,001 to 2,000	SF	1. ✓
79		2001 or more	SF	.70
80	Crushed Miscellaneous Base 10" Thick	1 to 400	SF	4. ✓
81		401 to 1,000	SF	1.50
82		1,001 to 2,000	SF	.70
83		2001 or more	SF	.70
84	Crushed Miscellaneous Base more than 10" Thick	1 to 5	CY	38. ✓
85		6 to 10	CY	30. ✓
86		11 to 25	CY	27. ✓
87		26 or more	CY	25. ✓
88	Sand Base	1 to 5	CY	25. ✓
89		6 to 10	CY	23. ✓
90		11 or more	CY	23. ✓
91	Slurry Seal	1 to 10	ELT	475. ✓
92		11 or more	ELT	300. ✓
93	Crack Preparation	100 to 500	LF	.90
94		501 to 1,000	LF	.90

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE (IN FIGURES)
95	Crack Preparation	1,001 to 3,000	LF	.70
96		3,001 to 5,000	LF	.60
97		5,001 or more	LF	.50
98	Asphalt Concrete Pavement, Blade or Hand Placed, 2" Thick	1 to 100	SF	14.5
99		101 to 400	SF	3.25
100		401 to 1,000	SF	2.25
101		1,001 to 2,000	SF	2.5
102		2,001 to 3,000	SF	2.5
103		3,001 or more	SF	2.5
104		Asphalt Concrete Pavement, Blade or Hand Placed, 3" Thick	1 to 100	SF
105	101 to 400		SF	3.90
106	401 to 1,000		SF	2.20
107	1,001 to 2,000		SF	2.20
108	2,001 to 3,000		SF	2.20
109	3,001 or more		SF	2.10
110	Asphalt Concrete Pavement, Blade or Hand Placed, 4" Thick		1 to 100	SF
111		101 to 400	SF	8.5
112		401 to 1,000	SF	4.5
113		1,001 to 2,000	SF	2.60
114		2,001 to 3,000	SF	2.60
115		3,001 or more	SF	2.60

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE (IN FIGURES)
116	Asphalt Concrete Pavement, Blade or Hand Placed, 5" Thick	1 to 100	SF	15. -
117		101 to 400	SF	11. -
118		401 to 1,000	SF	4. -
119		1,001 to 2,000	SF	4. - 3.75
120		2,001 to 3,000	SF	4. - 3.75
121		3,001 or more	SF	4. - 3.75
122	Asphalt Concrete Pavement, Blade or Hand Placed, 6" Thick	1 to 100	SF	17. -
123		101 to 400	SF	13. -
124		401 to 1,000	SF	6. -
125		1,001 to 2,000	SF	6. -
126		2,001 to 3,000	SF	6. -
127		3,001 or more	SF	6. -
128	Asphalt Concrete Pavement, Blade or Hand Placed, 7" Thick	1 to 100	SF	17. -
129		101 to 400	SF	13. -
130		401 to 1,000	SF	6. -
131		1,001 to 2,000	SF	6. -
132		2,001 to 3,000	SF	6. -
133		3,001 or more	SF	6. -
134	Asphalt Concrete Pavement, Blade or Hand Placed, 8" Thick	1 to 100	SF	17. -
135		101 to 400	SF	13. -
136		401 to 1,000	SF	6. -

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE (IN FIGURES)
137	Asphalt Concrete Pavement, Blade or Hand Placed, 8" Thick	1,001 to 2,000	SF	6. ✓
138		2,001 to 3,000	SF	6. ✓
139		3,001 or more	SF	6. ✓
140	Asphalt Concrete Pavement, Blade or Hand Placed, 9" Thick	1 to 100	SF	17. ✓
141		101 to 400	SF	13. ✓
142		401 to 1,000	SF	6. ✓
143		1,001 to 2,000	SF	6. ✓
144		2,001 to 3,000	SF	6. ✓
145		3,001 or more	SF	6. ✓
146		Asphalt Concrete Pavement, Blade or Hand Placed, 10" Thick	1 to 100	SF
147	101 to 400		SF	13. ✓
148	401 to 1,000		SF	6. ✓
149	1,001 to 2,000		SF	6. ✓
150	2,001 to 3,000		SF	6. ✓
151	3,001 or more		SF	6. ✓
152	Asphalt Concrete Pavement, Mechanical Spreading & Finishing, Machine Placed		25 to 100	Ton
153		101 to 200	Ton	55. ✓
154		201 to 400	Ton	55. ✓
155		401 to 600	Ton	52. ✓
156		601 or more	Ton	48. ✓
157	Asphalt Rubber Pavement, Blade or Hand Placed, 2" Thick	1 to 100	SF	9. ✓

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE (IN FIGURES)
158	Asphalt Rubber Pavement, Blade or Hand Placed, 2" Thick	101 to 400	SF	7. ✓
159		401 to 1,000	SF	4.50
160		1,001 to 2,000	SF	2.50
161		2,001 to 3,000	SF	1.80
162		3,001 or more	SF	1. ✓
163		Asphalt Rubber Pavement, Mechanical Spreading & Finishing, Machine Placed	50 to 100	Ton
164	101 to 200		Ton	85. ✓
165	201 to 400		Ton	85. ✓
166	401 to 600		Ton	75. ✓
167	601 or more		Ton	75. ✓
168	Asphalt Concrete Curb		1 to 2,000	LF
169		2,001 or more	LF	1.50
170	PCC Pavement, 3" Thick	1 to 100	SF	11. ✓
171		101 to 400	SF	6. ✓
172		401 to 1,000	SF	3. ✓
173		1,001 to 2,000	SF	2.75
174		2,001 to 3,000	SF	2. ✓
175		3,001 or more	SF	2. ✓
176		PCC Pavement, 4" Thick	1 to 100	SF
177	101 to 400		SF	4.50
178	401 to 1,000		SF	3.25

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE (IN FIGURES)
179	PCC Pavement, 4" Thick	1,001 to 2,000	SF	3. ✓
180		2,001 to 3,000	SF	2.50
181		3,001 or more	SF	2.25
182	PCC Pavement, 5" Thick	1 to 100	SF	15. ✓
183		101 to 400	SF	6. ✓
184		401 to 1,000	SF	3.50
185		1,001 to 2,000	SF	3.50
186		2,001 to 3,000	SF	3. ✓
187		3,001 or more	SF	3. ✓
188		PCC Pavement, 6" Thick	1 to 100	SF
189	101 to 400		SF	6.40
190	401 to 1,000		SF	5.33
191	1,001 to 2,000		SF	3.75
192	2,001 to 3,000		SF	3. ✓
193	3,001 or more		SF	3. ✓
194	PCC Pavement, 7" Thick		1 to 100	SF
195		101 to 400	SF	6.50
196		401 to 1,000	SF	5.33
197		1,001 to 2,000	SF	3.75
198		2,001 to 3,000	SF	3. ✓
199		3,001 or more	SF	3. ✓

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE (IN FIGURES)
200	PCC Pavement, 8" Thick	1 to 100	SF	15. ✓
201		101 to 400	SF	6. ✓
202		401 to 1,000	SF	5. ✓
203		1,001 to 2,000	SF	4.50
204		2,001 to 3,000	SF	4. ✓
205		3,001 or more	SF	4. ✓
206	PCC Pavement, 9" Thick	1 to 100	SF	15. ✓
207		101 to 400	SF	6. ✓
208		401 to 1,000	SF	5.50
209		1,001 to 2,000	SF	5. ✓
210		2,001 to 3,000	SF	4.75
211		3,001 or more	SF	4. ✓
212	PCC Pavement, 10" Thick	1 to 100	SF	15. ✓
213		101 to 400	SF	6. ✓
214		401 to 1,000	SF	5.90
215		1,001 to 2,000	SF	5. ✓
216		2,001 to 3,000	SF	4.75
217		3,001 or more	SF	4. ✓
218	Type "E" Joint Sealant	20 or more	LF	6.50
219	PCC Curb, GB Type A1-150 (6), A1-200 (8), A1 Integral, C1-150 (6), or C1-200 (8)	1 to 50	LF	35. ✓
220		51 to 100	LF	12. ✓

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE (IN FIGURES)
221	PCC Curb, GB Type A1-150 (6), A1-200 (8), A1 Integral, C1-150 (6), or C1-200 (8)	101 to 400	LF	12. ✓
222		401 to 2,000	LF	11. ✓
223		2,001 or more	LF	9. ✓
224	Curb Ramp PCC Curb, GB Type A1-150 (6), A1-200 (8), A1 Integral, C1-150 (6), or C1-200 (8)	1 to 50	LF	30. ✓
225		51 to 100	LF	12. ✓
226		101 to 400	LF	11.50
227		401 to 2,000	LF	11. ✓
228		2,001 or more	LF	9.50
229		PCC Curb & Gutter, GB Type A2, W = 1.5'	1 to 50	LF
230	51 to 100		LF	16.50
231	101 to 400		LF	14.50
232	401 to 2,000		LF	11. ✓
233	2,001 or more		LF	11. ✓
234	Curb Ramp PCC Curb & Gutter, GB Type A2, W = 1.5'	1 to 50	LF	23. ✓
235		51 to 100	LF	16.50
236		101 to 400	LF	10.50
237		401 to 2,000	LF	10.50
238		2,001 or more	LF	9.50
239	PCC Curb & Gutter, GB Type A2, W = 2.0'	1 to 50	LF	27. ✓
240		51 to 100	LF	17.50

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE (IN FIGURES)
241	PCC Curb & Gutter, GB Type A2, W = 2.0'	101 to 400	LF	12.50
242		401 to 2,000	LF	12. ✓
243		2,001 or more	LF	11.50
244	PCC Curb & Gutter, GB Type A2, W = 7.0'	1 to 50	LF	30. ✓
245		51 to 100	LF	21. ✓
246		101 to 400	LF	13. ✓
247		401 to 2,000	LF	11. ✓
248		2,001 or more	LF	10.50
249	PCC Gutter, 6" Thick	1 to 50	SF	10. ✓
250		51 to 100	SF	8. ✓
251		101 to 400	SF	5.75
252		401 to 2,000	SF	3.50
253		2,001 or more	SF	2.80
254	PCC Gutter, 8" Thick	1 to 50	SF	12. ✓
255		51 to 100	SF	8. ✓
256		101 to 400	SF	5.75
257		401 to 2,000	SF	3.50
258		2,001 or more	SF	3.25
259	PCC Sidewalk, 3" Thick	1 to 30	SF	15. ✓
260		31 to 50	SF	7. ✓
261		51 to 100	SF	5. ✓

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE (IN FIGURES)
262	PCC Sidewalk, 3" Thick	101 to 400	SF	4. ✓
263		401 to 1,000	SF	3. ✓
264		1,001 or more	SF	1.50
265	Curb Ramp PCC Sidewalk, 3" Thick	1 to 30	SF	8.50
266		31 to 50	SF	6.50
267		51 to 100	SF	5.10
268		101 to 400	SF	4.25
269		401 to 1,000	SF	4. ✓
270		1,001 or more	SF	3. ✓
271		PCC Sidewalk, 4" Thick	1 to 30	SF
272	31 to 50		SF	10. ✓
273	51 to 100		SF	5. ✓
274	101 to 400		SF	5. ✓
275	401 to 1,000		SF	2.50
276	1,001 or more		SF	2.50
277	Curb Ramp Detectable Warning Surface		10 to 50	SF
278		51 to 500	SF	25. ✓
279		501 or more	SF	25. ✓
280	PCC Driveway, 4" Thick	1 to 50	SF	15. ✓
281		51 to 100	SF	6.50
282		101 to 400	SF	3.50

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE (IN FIGURES)
283	PCC Driveway, 4" Thick	401 to 2,000	SF	2.25
284		2,001 or more	SF	2.25
285	PCC Driveway, 6" Thick	1 to 50	SF	15. ✓
286		51 to 100	SF	7. ✓
287		101 to 400	SF	5.50
288		401 to 2,000	SF	3.40
289		2,001 or more	SF	3. ✓
290	Storm Drain - 18" RCP, D-1750, 2.0' to 4.9' deep	6 to 100	LF	125. ✓
291		101 or more	LF	87. ✓
292	Storm Drain - 18" RCP, D-1750, 5.0' to 10.0' deep	6 to 100	LF	130. ✓
293		101 or more	LF	95. ✓
294	Storm Drain - 24" RCP, D-1750, 2.0' to 4.9' deep	6 to 100	LF	136. ✓
295		101 or more	LF	102. ✓
296	Storm Drain - 24" RCP, D-1750, 5.0' to 10.0' deep	6 to 100	LF	160. ✓
297		101 or more	LF	110. ✓
298	Storm Drain 42" Manhole per Standard Plan GB-321, 5.0' to 10.0' deep	1 or more	Ea	3,000. ✓
299	Storm Drain Concrete Collar per Standard Plan GB-332	1 or more	Ea	750. ✓
300	PCC Footing, Including Necessary Form Work	1 to 5	CY	250. ✓
301		6 to 10	CY	250. ✓
302		11 to 20	CY	180. ✓
303		21 or more	CY	180. ✓

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE (IN FIGURES)
304	Reinforcing Bar for PCC Footing, Bent and Placed	1 to 100	Lbs	1. ✓
305		101 to 300	Lbs	.80
306		301 to 500	Lbs	.80
307		501 or more	Lbs	.60
308	Masonry Block Wall 8" Thick	10 to 100	SF	30. ✓
309		101 to 500	SF	24. ✓
310		501 or more	SF	19. ✓
311	Weakened Plane Joint Dowel	10 or more	Ea	.95
312	Stamped Concrete, 4" Thick	1 to 100	SF	14. ✓
313		101 to 500	SF	4.20
314		501 to 1,000	SF	3.25
315		1,001 or more	SF	2.90
316	Tree Planting, 15 Gallon Tree	1 to 5	Ea	100. ✓
317		6 or more	Ea	85. ✓
318	Tree Planting, 24" Box Tree	1 to 5	Ea	200. ✓
319		6 or more	Ea	180. ✓
320	Shrub Planting, 5 Gallon Plant	1 to 5	Ea	8. ✓
321		6 or more	Ea	8. ✓
322	Groundcover Planting, 6" o.c.	100 to 500	Ea	.45
323		501 or more	Ea	.30
324	Lawn Seeding	100 to 500	SF	.75

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE (IN FIGURES)
325	Lawn Seeding	501 or more	SF	.65
326	Lawn Sodding	100 to 500	SF	1.45
327		501 or more	SF	1.35
328	Erosion Control Sand Bags	10 to 20	Ea	.25
329		21 to 100	Ea	.25
330		101 or more	EA	.25
331	Erosion Control Surface Treatment	100 to 1,000	SF	.25
332		1,001 to 2,000	SF	.25
333		2,001 or more	SF	.25
334	Removal of Traffic Striping and Pavement Markings	1 to 50	SF	3.25
335		51 to 200	SF	3. ✓
336		201 to 500	SF	3. ✓
337		501 or more	SF	3. ✓
338	Removal of Curb Painting	1 to 100	LF	4. ✓
339		101 to 200	LF	3. ✓
340		201 to 500	LF	3. ✓
341		501 or more	LF	3. ✓
342	4" Reflectorized Paint Traffic Striping	1 to 50	SF	.20
343		51 to 200	SF	.20
344		201 to 500	SF	.15
345		501 or more	SF	.12

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE (IN FIGURES)
346	4" Reflectorized Paint Traffic Striping, Including Pavement Markers	1 to 50	SF	.20
347		51 to 200	SF	.20
348		201 to 500	SF	.10
349		501 or more	SF	.10
350	4" Thermoplastic Traffic Striping	1 to 50	SF	1.5
351		51 to 200	SF	1.5
352		201 to 500	SF	1.5
353		501 or more	SF	1.5
354	4" Thermoplastic Traffic Striping, Including Pavement Markers	1 to 50	SF	1.5
355		51 to 200	SF	1.5
356		201 to 500	SF	1.5
357		501 or more	SF	1.5
358	6" Reflectorized Paint Traffic Striping	1 to 50	SF	5.5
359		51 to 200	SF	.20
360		201 to 500	SF	.15
361		501 or more	SF	.15
362	6" Thermoplastic Traffic Striping	1 to 50	SF	.75
363		51 to 200	SF	.60
364		201 to 500	SF	.60
365		501 or more	SF	.60
366	8" Reflectorized Paint Traffic Striping, Including Pavement Markers	1 to 50	SF	.20

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE (IN FIGURES)
367	8" Reflectorized Paint Traffic Striping, Including Pavement Markers	51 to 200	SF	.17
368		201 to 500	SF	.15
369		501 or more	SF	.15
370	8" Thermoplastic Traffic Striping, Including Pavement Markers	1 to 50	SF	1. ✓
371		51 to 200	SF	1. ✓
372		201 to 500	SF	1. ✓
373		501 or more	SF	1. ✓
374	12" Reflectorized Paint Traffic Striping	1 to 50	SF	1. ✓
375		51 to 200	SF	1. ✓
376		201 to 500	SF	1. ✓
377		501 or more	SF	1. ✓
378	12" Thermoplastic Traffic Striping	1 to 50	SF	2. ✓
379		51 to 200	SF	1.75
380		201 to 500	SF	1.70
381		501 or more	SF	1.65
382	Curb Painting	1 to 50	LF	1. ✓
383		51 to 200	LF	1. ✓
384		201 to 500	LF	1. ✓
385		501 or more	LF	1. ✓
386	Thermoplastic Arrows Pavement Marking	1 to 5	Ea	75. ✓
387		6 to 10	Ea	65. ✓

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE (IN FIGURES)
388	Thermoplastic Arrows Pavement Marking	11 to 20	Ea	50. ✓
389		21 or more	Ea	50. ✓
390	8' Reflectorized Paint Pavement Letter	4 to 20	Ea	10. ✓
391		21 to 100	Ea	8. ✓
392		101 or more	Ea	5. ✓
393	8' Thermoplastic Pavement Letter	4 to 20	Ea	25. ✓
394		21 to 100	Ea	20. ✓
395		101 or more	Ea	18. ✓
396	Raised Pavement Markers (Ceramic)	8 to 40	Ea	3. ✓
397		41 to 100	Ea	3. ✓
398		101 or more	Ea	3. ✓
399	Raised Pavement Markers (Reflective)	8 to 40	Ea	4. ✓
400		41 to 100	Ea	4. ✓
401		101 or more	Ea	4. ✓
402	Removal of Raised Pavement Markers	8 to 40	Ea	3.50
403		41 to 100	Ea	3.25
404		101 or more	Ea	3.10
405	Parking T's, Thermoplastic	4 to 20	Ea	7. ✓
406		21 to 100	Ea	10. ✓
407		101 or more	Ea	10. ✓
408	Remove Sign and Post	1 to 10	Ea	100. ✓

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE (IN FIGURES)
409	Remove Sign and Post	11 to 20	Ea	100. ✓
410		21 to 100	Ea	100. ✓
411		101 or more	Ea	100. ✓
412	Remove Sign from Post	1 to 10	Ea	50. ✓
413		11 to 20	Ea	50. ✓
414		21 to 100	Ea	50. ✓
415		101 or more	Ea	50. ✓
416	Install Sign on New Post	1 to 10	Ea	300. ✓
417		11 to 20	Ea	250. ✓
418		21 to 100	Ea	200. ✓
419		101 or more	Ea	180. ✓
420	Install Sign on Existing Post	1 to 10	Ea	180. ✓
421		11 to 20	Ea	160. ✓
422		21 to 100	Ea	140. ✓
423		101 or more	Ea	125. ✓
424	Object Markers Type "K" or "L"	1 to 40	Ea	50. ✓
425		41 to 100	Ea	50. ✓
426		101 or more	Ea	50. ✓
427	Object Markers Type "N", "P", or "R"	1 to 40	Ea	53. ✓
428		41 to 100	Ea	53. ✓
429		101 or more	Ea	53. ✓

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE (IN FIGURES)
430	Loop Detectors	1 to 5	Ea	500. ✓
431		6 to 10	Ea	350. ✓
432		11 to 20	Ea	275. ✓
433		21 or more	Ea	200. ✓
434	Traffic Signal Conduit, 3" Diameter	30 to 120	LF	50. ✓
435		121 or more	LF	25. ✓
436	Install Traffic Signal Pull Box	1 or more	Ea	450. ✓
437	Irrigation Pipe, ½" to 1¼" Diameter	1 to 10	LF	5. ✓
438		11 to 50	LF	5. ✓
439		51 or more	LF	5. ✓
440	Lawn or Shrub Sprinkler Head, ½" to ¾" Diameter	1 to 5	Ea	10. ✓
441		6 to 10	Ea	10. ✓
442		11 or more	Ea	10. ✓
443	Adjust Sprinkler Head	1 to 5	Ea	10. ✓
444		6 to 10	Ea	10. ✓
445		11 or more	Ea	10. ✓
446	Utility Potholing Surcharge, 0' to 5.0' Depth	1 or more	Ea	400. ✓
447	Utility Potholing Surcharge, 5.1' to 10.0' Depth	1 or more	Ea	600. ✓
448	Utility Potholing Surcharge, 10.1' Depth or more	1 or more	Ea	800. ✓
449	Surcharge for Airport Projects, 1 to 5 Working Days Duration	1	LS	500. ✓
450	Surcharge for Airport Projects, 6 to 10 Working Days Duration	1	LS	1,200. ✓

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE (IN FIGURES)
451	Surcharge for Airport Projects, 11 to 15 Working Days Duration	1	LS	1,500.

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

FROM THE CITY OF LONG BEACH

State of California)
) ss.
County of Orange)

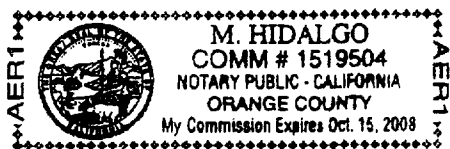
On November 9, 2007 before me, M. HIDALGO-NOTARY PUBLIC
(Name and title "Notary Public"),

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

WITNESS my hand and official seal.

M. Hidalgo
(SIGNATURE OF NOTARY)
M. HIDALGO - NOTARY PUBLIC

(Seal of Notary)



OPTIONAL

Description of Attached Document

Title of Type of Document - BIDDER'S BOND - CITY OF LONG BEACH

Document Date: October 25, 2007 Number of Pages: 1

Signer Other Than Named Above: None

Capacity(ies) Claimed by Signer

Signer's Name: GARY DOWNEY

- Individual
- Corporate Officer - Title: ASSISTANT SECRETARY
- Partner - Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____

Signer is Representing: SULLY-MILLER CONTRACTING COMPANY

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

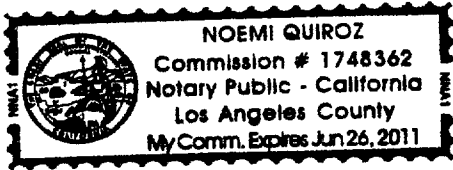
County of Los Angeles

On October 25, 2007 before me, Noemi Quiroz, Notary Public,
DATE NAME, TITLE OF OFFICER - E.G., "JANE DOE, NOTARY PUBLIC"

Personally appeared Lisa Clark
NAME(S) OF SIGNER(S)

personally known to me - OR -

proved to me on the basis of satisfactory evidence 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]
SIGNATURE OF NOTARY

OPTIONAL

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

POSITION CLAIMED BY SIGNER

- INDIVIDUAL
- CORPORATE OFFICER
- _____
- TITLE(S)
- PARTNER(S) LIMITED
- GENERAL
- ATTORNEY-IN-FACT
- TRUSTEE(S)
- GUARDIAN/CONSERVATOR
- OTHER: _____
- _____

DESCRIPTION OF ATTACHED DOCUMENT

_____ TITLE OR TYPE OF DOCUMENT

_____ NUMBER OF PAGES

_____ DATE OF DOCUMENT

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

Liberty Mutual Insurance Company

_____ SIGNER(S) OTHER THAN NAMED ABOVE

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

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

LIBERTY MUTUAL INSURANCE COMPANY
BOSTON, MASSACHUSETTS
POWER OF ATTORNEY

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

TERESA I. JACKSON, NOEMI QUIROZ, VICTORIA M. CAMPBELL, LISA CLARK, KIM HEREDIA, ALL OF THE CITY OF IRVINE, STATE OF CALIFORNIA.....

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

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

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

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

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

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

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

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Company and the corporate seal of Liberty Mutual Insurance Company has been affixed thereto in Plymouth Meeting, Pennsylvania this 2nd day of July, 2007.

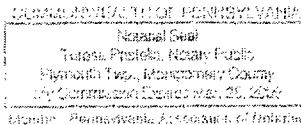
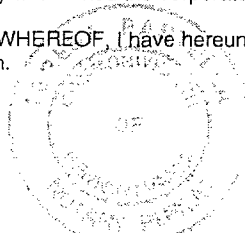
LIBERTY MUTUAL INSURANCE COMPANY

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

COMMONWEALTH OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 2nd day of July, 2007, 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 OCT 25 2007 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.

ADDENDA ACKNOWLEDGMENT / SIGNATURE PAGE

If Bidder is an individual, his/her signature shall be set forth below. If the Bidder is a joint venture, the name of the joint venture shall be set forth below, with the signature of an authorized representative of each venturer. If the Bidder is a partnership, the name of the partnership shall be set forth below, together with the signature of the general partner. If the Bidder is a limited liability company, the legal name of the company shall be set forth below, with the signature of a member or manager authorized to bind the company. If the Bidder is a corporation, the legal name of the corporation shall be set forth below, together with the signature of an officer of the corporation.

Is the Bidder a Minority-Owned or Woman-Owned Business Enterprise? Yes / No
(Please check one or both, if applicable). (Circle One)

Woman-Owned _____
Minority-Owned _____ Which Racial Minority? _____

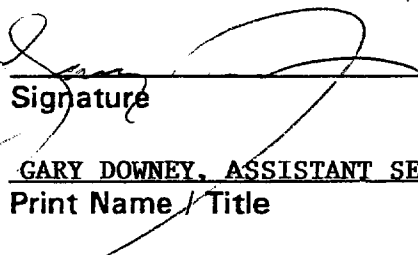
This information will be used for statistical analysis only. The contract will be awarded to the lowest responsible bidder.

Bidder hereby acknowledges receipt of Addendum No. 1 2 3 4 5 6
(Initial above all appropriate numbers)

Respectfully submitted,

SULLY-MILLER CONTRACTING COMPANY
Legal Name of Company

By


Signature

GARY DOWNEY, ASSISTANT SECRETARY
Print Name / Title

_____ Individual

_____ Joint Venture

_____ Partnership (General)

Names of Other General Partners

_____ Partnership (Limited)

Names of Other Partners

_____ Limited Liability Company

Corporation

Incorporated Under the Laws of the State of DELAWARE

Business Address 1100 E. ORANGETHORPE AVE., STE. 200, ANAHEIM, CA 92801

(Actual Address - Do NOT list a post office box)

Business Telephone (714) 578-9600

Fax Telephone (714) 578-9672

Under Chapter 9 of Division 3 of the Business and Professions Code, (Contractors' License Law), of the State of California, the undersigned has been issued a Class A license, Number 747612; license termination date is MARCH 31, 2008.

Contractor's Employer Identification Number or Social Security # is [REDACTED].

Under Chapter 1, Article VI, Municipal Code of the City of Long Beach, the undersigned has been issued license number BU99006450; license termination date is FEB. 2, 2008.

Address listed on license _____

CERTIFICATE OF INCUMBENCY AND RESOLUTION

I, Dave Martinez, 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	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

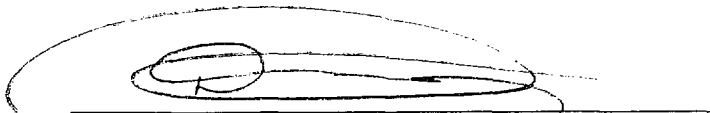
I further certify that the following is a true and correct copy of a resolution duly adopted by the Board of Directors of said Company at a meeting held on April 25, 2005, and that this resolution has not been in any way rescinded, annulled, or revoked by the same is still in full force and effect:

“(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 7th day of May, 2007.

(SEAL)



Dave Martinez, Vice President
1100 E. Orangethorpe Ave., Ste. 200
Anaheim, CA 92801



CITY OF LONG BEACH

DEPARTMENT OF PUBLIC WORKS

333 West Ocean Boulevard Long Beach, CA 90802 (562) 570-6383 FAX (562) 570-6012

Engineering Bureau

ADDENDUM NO. 1

PLANS AND SPECIFICATIONS NO. R-6738 FOR THE ANNUAL CONTRACT FOR STREET REPAIRS AND MINOR IMPROVEMENTS IN THE CITY OF LONG BEACH, CALIFORNIA

NOTICE TO HOLDERS OF PLANS AND SPECIFICATIONS

Please note the following changes in the Notice Inviting Bids document:

- On page NIB-1, the fourth paragraph is changed to read as follows: "Bidders are also advised that work under the contract awarded under this bid is subject to Section 3 of the Housing and Urban Development Act of 1968 [24 CFR Part 135]. Please note that a separate mandatory pre-bid conference to address Section 3 requirements will be held on Wednesday, October 24, 2007 at 1:00 PM at City Hall, in the Department of Public Works' 10th Floor Conference Room. It is a policy of the City of Long Beach that on this project, a good faith community outreach program is to be utilized to meet Section 3 requirements. The Contractor shall cooperate with the City and its representatives regarding compliance with Section 3 [24 CFR Part 135] and shall cause its employees and subcontractors to cooperate with the City in complying with Section 3. The City will provide assistance to the Contractor in complying with Section 3."

Note that the time of the mandatory pre-bid conference has been changed to 1:00 PM.

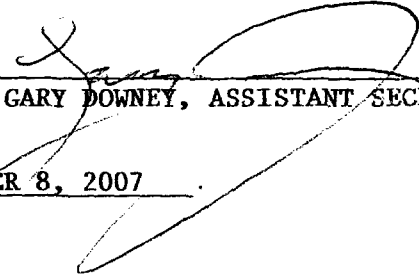
- On page NIB-3, the second paragraph is changed to read as follows: "Each Bid shall be accompanied by a certified check or bank draft payable to the City of Long Beach, and drawn on a solvent bank in the United States of America, or a satisfactory bond of an amount not less than \$10,000, as a guarantee that the bidder, if awarded a contract, will execute and deliver to the City Engineer, within 15 calendar days after such contract is tendered, a contract for furnishing all the necessary labor, tools, materials, appliances, and equipment for, and doing the Work called for herein, together with a good and sufficient corporate surety bond in favor of the City of Long Beach, for an amount not less than \$100,000 for the faithful performance of such contract, and a good and sufficient corporate surety bond in an amount not less than \$100,000 for the payment of all labor and material claims."

These changes constitute ADDENDUM NO. 1. Bidders are reminded to initial the appropriate portion of the Bid to acknowledge receipt of Addendum No. 1.

NONCOLLUSION AFFIDAVIT TO BE EXECUTED
BY BIDDER AND SUBMITTED WITH BID

State of California }
County of ORANGE } ss.

(1) GARY DOWNEY, being first duly sworn, deposes and says that he or she is (2) ASST. SECRETARY of (3) SULLY-MILLER CONTRACTING COMPANY the party making the foregoing bid that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

(4) 
GARY DOWNEY, ASSISTANT SECRETARY

Subscribed and sworn to before me on NOVEMBER 8, 2007.

*** PLEASE SEE ATTACHED JURAT FOR PROPER WORDING ***

Notary Seal

(5) _____

- (1) Name of person signing on behalf of Contractor (must be authorized to sign contracts)
- (2) Title
- (3) Name of Contractor
- (4) Signature of Contractor
- (5) Signature of Notary

JURAT

State of California

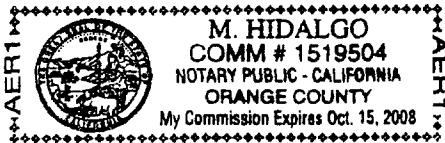
County of Orange

Subscribed and sworn to (or affirmed) before me on

this 8TH day of November, 2007,

by Gary Downey, Assistant Secretary,

personally known to me or proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.



(seal)

Signature

M. Hidalgo
M. Hidalgo, Notary Public

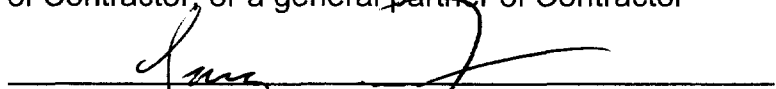
WORKERS' COMPENSATION CERTIFICATION

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

Contractor's Name:

SULLY-MILLER CONTRACTING COMPANY

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



Title: **GARY DOWNEY, ASSISTANT SECRETARY**

Date: **DECEMBER 10, 2007**


EXHIBIT "B"

State of California)
) ss.
County of Orange)

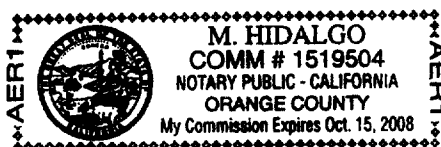
On December 14, 2007 before me, M. HIDALGO-NOTARY PUBLIC
(Name and title "Notary Public"),
personally appeared GARY DOWNEY

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

WITNESS my hand and official seal.


(SIGNATURE OF NOTARY)
M. HIDALGO - NOTARY PUBLIC

(Seal of Notary)



OPTIONAL

Description of Attached Document

Title of Type of Document - WORKERS' COMPENSATION CERTIFICATION -
CITY OF LONG BEACH

Document Date: December 10, 2007 Number of Pages: 1

Signer Other Than Named Above: None

Capacity(ies) Claimed by Signer

Signer's Name: GARY DOWNEY

Individual

Corporate Officer - Title: ASSISTANT SECRETARY

Partner - Limited General

Attorney in Fact

Trustee

Guardian or Conservator

Other: _____

Signer is Representing: SULLY-MILLER CONTRACTING COMPANY

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: WC7-631-004125-657
 - B. Name of Insurer (NOT Broker): LIBERTY MUTUAL
 - 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): _____
 - B. Automobile Liability Insurance Policy Number: _____
 - C. Name of Insurer (NOT Broker): _____
 - D. Address of Insurer: _____
 - E. Telephone Number of Insurer: _____

- 3) Address of Property used to house workers on this Contract, if any: _____

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

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

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

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

- 8) Taxpayer's Identification Number: _____ XXXXXXXXXX _____

EXHIBIT "C"

EXHIBIT “D”

List of Subcontractors:

LIST OF SUBCONTRACTORS

The Bidder shall set forth hereon, the name, location of the place of business, and telephone number of each subcontractor, including minority subcontractors, who will perform work or labor or render service to the Prime Contractor in or about the construction of the Work or improvement, or a subcontractor licensed by the State of California who, under subcontract to the Prime Contractor, specially fabricates and installs a portion of the Work or improvement according to detailed drawings contained in the Plans and Specifications, in an amount in excess of 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 Moore Electric
 Address 463 Smith Ave
 City Corona
 Phone No. 951 371 4202

Electrical
 Dollar Amount of Contract \$?
 DBE / MBE / WBE / Racial Origin _____
(circle one)
 License No. 610382

Name Traffic Operations
 Address 216 Toby Way
 City Pomona
 Phone No. 909 865 7140

Striping
 Dollar Amount of Contract \$?
 DBE / MBE / WBE / Racial Origin _____
(circle one)
 License No. 376858

Name _____
 Address _____
 City _____
 Phone No. _____

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

Name _____
 Address _____
 City _____
 Phone No. _____

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

Name _____
 Address _____
 City _____
 Phone No. _____

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

Name _____
 Address _____
 City _____
 Phone No. _____

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

BOND FOR FAITHFUL PERFORMANCE

KNOW ALL MEN BY THESE PRESENTS: That we, SULLY-MILLER CONTRACTING COMPANY, as PRINCIPAL, and Liberty Mutual Insurance*located at 8044 Montgomery Rd., Ste 150E** a corporation, incorporated under the laws of the State of *** admitted as a surety in the State of California, and authorized to transact business in the State of California, as SURETY, are held and firmly bound unto the CITY OF LONG BEACH, CALIFORNIA, a municipal corporation, in the sum of Eight Million DOLLARS (\$ 8,000,000), lawful money of the United States of America, for the payment of which sum, well and truly to be made, we bind ourselves, our respective heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT:

WHEREAS, said Principal has been awarded and is about to enter the annexed contract (incorporated herein by this reference) with said City of Long Beach for the Annual Contract for Street Repairs and Minor Improvements 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 11th day of December, 2007.

Sully-Miller Contracting Company

Contractor
By: [Signature]
Name: MIKE EDWARDS
Title: ASSISTANT SECRETARY

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

Approved as to form this 18th day of December, 2007.

ROBERT E. SHANNON, City Attorney

By: [Signature]
Deputy City Attorney

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

*Company and Fidelity and Deposit Company of Maryland
**Cincinnati, OH 45236 and One Upper Pond Rd Bldg E/F, Parsippany, NJ 07054
***State of Massachusetts and Maryland, respectively

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

By: [Signature]
Victoria M Campbell, Attorney-in-Fact

Approved as to sufficiency this 21 day of December, 2007.

By: [Signature]
City Manager/City Engineer

State of California)
) ss.
County of Orange)

On December 14, 2007 before me, M. HIDALGO-NOTARY PUBLIC
(Name and title "Notary Public"),

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

WITNESS my hand and official seal.

M. Hidalgo
(SIGNATURE OF NOTARY)
M. HIDALGO - NOTARY PUBLIC

(Seal of Notary)



OPTIONAL

Description of Attached Document

Title of Type of Document - BOND FOR FAITHFUL PERFORMANCE -
CITY OF LONG BEACH

Document Date: December 11, 2007 Number of Pages: 1

Signer Other Than Named Above: None

Capacity(ies) Claimed by Signer

Signer's Name: MIKE EDWARDS/GARY DOWNEY

- Individual
- Corporate Officer - Title: ASST. SECRETARY/ASST. SECRETARY
- Partner - Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____

Signer is Representing: SULLY-MILLER CONTRACTING COMPANY

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Orange

On 12-11-07 before me, Kim Heredia, Notary Public,
DATE NAME, TITLE OF OFFICER - E.G., "JANE DOE, NOTARY PUBLIC"

personally appeared Victoria M Campbell,
NAME(S) OF SIGNER(S)

personally known to me - OR -

proved to me on the basis of satisfactory evidence 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]
SIGNATURE OF NOTARY

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

INDIVIDUAL

CORPORATE OFFICER

TITLE(S)

PARTNER(S)

LIMITED

GENERAL

ATTORNEY-IN-FACT

TRUSTEE(S)

GUARDIAN/CONSERVATOR

OTHER: _____

DESCRIPTION OF ATTACHED DOCUMENT

TITLE OR TYPE OF DOCUMENT

NUMBER OF PAGES

DATE OF DOCUMENT

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

Fidelity and Deposit Company of Maryland
Liberty Mutual Insurance Company

SIGNER(S) OTHER THAN NAMED ABOVE

LABOR AND MATERIAL BOND

KNOW ALL MEN BY THESE PRESENTS: That we, SULLY-MILLER CONTRACTING COMPANY, as PRINCIPAL, and Liberty Mutual Insurance*, located at 8044 Montgomery Rd., Ste 150E**, 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, a municipal corporation, in the sum of Eight Million DOLLARS (\$ 8,000,000.00), 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 Annual contract for Street Repairs and Minor Improvements 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 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 11th day of December, 2007.

Sully-Miller Contracting Company

Contractor
By: [Signature]
Name: MIKE EDWARDS
Title: ASSISTANT SECRETARY

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

Approved as to form this 10th day of December, 2007.
ROBERT E. SHANNON, City Attorney

By: [Signature]
Deputy City Attorney

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
By: [Signature]
Victoria M Campbell, Attorney-in-Fact

Approved as to sufficiency this 21 day of December, 2007.

By: [Signature]
City Manager/City Engineer

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

State of California)
) ss.
County of Orange)

On December 14, 2007 before me, M. HIDALGO-NOTARY PUBLIC
(Name and title "Notary Public"),
personally appeared MIKE EDWARDS/GARY DOWNEY
(name(s) of signer(s)), (X) personally known to me (or proved to me on the basis
of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to
the within instrument and acknowledged to me that he/she/they executed the
same in his/her/their authorized capacity(ies), and that by his/her/their
signature(s) on the instrument the person(s), or the entity upon behalf of which
the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

M. Hidalgo
(SIGNATURE OF NOTARY)
M. HIDALGO - NOTARY PUBLIC

(Seal of Notary)



OPTIONAL

Description of Attached Document

Title of Type of Document - LABOR AND MATERIAL BOND -
CITY OF LONG BEACH

Document Date: December 11, 2007 Number of Pages: 1

Signer Other Than Named Above: None

Capacity(ies) Claimed by Signer

Signer's Name: MIKE EDWARDS/GARY DOWNEY

- Individual
- Corporate Officer - Title: ASST. SECRETARY/ASST. SECRETARY
- Partner - Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____

Signer is Representing: SULLY-MILLER CONTRACTING COMPANY

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Orange

On 12-11-07 before me, Kim Heredia, Notary Public,
DATE NAME, TITLE OF OFFICER - E.G., "JANE DOE, NOTARY PUBLIC"

personally appeared Victoria M Campbell,
NAME(S) OF SIGNER(S)

personally known to me - OR -

proved to me on the basis of satisfactory evidence 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]
SIGNATURE OF NOTARY

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

- INDIVIDUAL
- CORPORATE OFFICER

TITLE(S)

- PARTNER(S) LIMITED
- GENERAL

ATTORNEY-IN-FACT

TRUSTEE(S)

GUARDIAN/CONSERVATOR

OTHER: _____

DESCRIPTION OF ATTACHED DOCUMENT

TITLE OR TYPE OF DOCUMENT

NUMBER OF PAGES

DATE OF DOCUMENT

SIGNER IS REPRESENTING:

NAME OF PERSON(S) OR ENTITY(IES)

Fidelity and Deposit Company of Maryland
Liberty Mutual Insurance Company

SIGNER(S) OTHER THAN NAMED ABOVE

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 **TERESA I. JACKSON, EDWARD N. HACKETT, NOEMI QUIROZ, VICTORIA M. CAMPBELL, LISA CLARK, ALL OF THE CITY OF IRVINE, STATE OF CALIFORNIA**.....

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

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

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.
Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

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

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

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

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Company and the corporate seal of Liberty Mutual Insurance Company has been affixed thereto in Plymouth Meeting, Pennsylvania this 6th day of April, 2007.

LIBERTY MUTUAL INSURANCE COMPANY

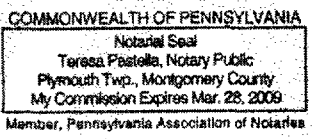
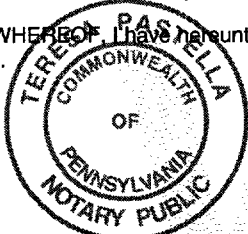
By Garnet W. Elliott
Garnet W. Elliott, Assistant Secretary



COMMONWEALTH OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 6th day of April, 2007, 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 DEC 11 2007 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 ERIC D. BARNES, Assistant Secretary, in pursuance of authority granted by Article VI, Section 2, of the By-Laws of said Company, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, does hereby nominate, constitute and appoint **Victoria M. CAMPBELL, Maria Luisa R. AGUINALDO and Kim HEREDIA, all of Irvine, California, EACH** its true and lawful agent and Attorney-in-Fact to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings, and the execution of such bonds or undertakings** in pursuance of these presents, shall be as binding upon said Company as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its office in Baltimore, Md., in their own proper persons. This power of attorney revokes that issued on behalf of Victoria M. CAMPBELL, Maria Luisa R. AGUINALDO, dated June 1, 2007.

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

IN WITNESS WHEREOF, the said Vice-President and Assistant Secretary have hereunto subscribed their names and affixed the Corporate Seal of the said FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 29th day of June, A.D. 2007.

ATTEST:

FIDELITY AND DEPOSIT COMPANY OF MARYLAND



Eric D. Barnes

Theodore G. Martinez

Eric D. Barnes Assistant Secretary By: Theodore G. Martinez

State of Maryland }
City of Baltimore } ss:

On this 29th day of June, A.D. 2007, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, came THEODORE G. MARTINEZ, Vice President, and ERIC D. BARNES, 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.



Dennis R. Hayden

Dennis R. Hayden Notary Public
My Commission Expires: February 1, 2009

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

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

CERTIFICATE

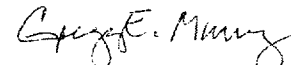
I, the undersigned, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that the Vice-President who executed the said Power of Attorney was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

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

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

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

this _____ day of **DEC 11 2007**, _____.


George E. Murray
Assistant Secretary

APPENDIX "A"

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

SECTION I - BUSINESS INFORMATION

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

SECTION II - MULTIPLE BUSINESS LOCATIONS

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

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

SECTION III - CERTIFICATION STATEMENT

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

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

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

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

SIGNATURE	TITLE
NAME (typed or printed)	DATE

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

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

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

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

(1) The applicant must agree to self-assess and pay directly to the Board any use tax which is due on property for which a use tax direct payment exemption certificate was given; and

(2) The applicant must certify to the Board either of the following:

(A) The applicant has purchased or leased for its own use tangible personal property subject to use tax which cost five hundred thousand dollars (\$500,000) or more in the aggregate, during the calendar year immediately preceding the application for the permit; or

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

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

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

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

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

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

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

If you would like additional information regarding the use tax direct payment permit or need assistance in completing this application, you can call (916) 324-2883, or write to the Board of Equalization, Public Information and Administration Section, MIC-44, PO Box 942879, Sacramento, CA 94279-0044.

Use Tax Direct Payment Exemption Certificate

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

(Name of Vendor)

(Address of Vendor)

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

Description of property to be purchased:

Purchaser: _____ Date certificate given: _____

Signature and Title of Purchaser or Authorized Agent: _____

IMPORTANT NOTICE TO VENDORS

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

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

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

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

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

THIS FORM MAY BE REPRODUCED

NOTICE TO INDIVIDUALS REGARDING INFORMATION FURNISHED TO THE BOARD OF EQUALIZATION

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

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

Provisions contained in the following laws require persons meeting certain requirements to file applications for registration, applications for permits or licenses, and tax returns or reports in such form as prescribed by the State Board of Equalization: Alcoholic Beverage Tax, 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 43001-43551; Integrated Waste Management Fee, Sections 45001-45981; International Fuel Tax Agreement, Sections 9401-9433; Motor Vehicle Fuel License Tax, Sections 7301-8405; Occupational Lead Poisoning Prevention Fee, Sections 43001-43551; Health & Safety Code, Sections 105175-105197; Oil Spill Response, Prevention, and Administration Fees, Sections 45001-45751; Government Code, Sections 8670.1-8670.53; Publicly Owned Property, Sections 1840-1841; Sales and Use Tax, Sections 6001-7279.6; State Assessed Property, Sections 721-868, 4876-4880, 5011-5014; Tax on Insurers, Sections 12001-13170; Timber Yield Tax, Sections 38101-38908; Tire Recycling Fee, Sections 55001-55381; Public Resources Code, Sections 42860-42895; Underground Storage Tank Maintenance Fee, Sections 50101-50161; Health & Safety Code, Sections 25280-25299.96; Use Fuel Tax, Sections 8601-9355.

The principal purpose for which the requested information will be used is to administer the laws identified in the preceding paragraph. This information is also 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 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.