

CONTRACT

30674

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2  
3 THIS CONTRACT is made and entered, in duplicate, as of May 6, 2008 for  
4 reference purposes only, pursuant to a minute order adopted by the City Council of the  
5 City of Long Beach at its meeting held on May 20, 2008, by and between SULLY-MILLER  
6 CONTRACTING COMPANY, a Delaware corporation, whose address is 1100 E.  
7 Orangethorpe Avenue, #200, Anaheim, California 92801 ("Contractor"), and the CITY OF  
8 LONG BEACH, a municipal corporation ("City").

9 WHEREAS, pursuant to a "Notice Inviting Bids for Taxilane F and H  
10 Improvements at the Long Beach Airport in the City of Long Beach, California," dated  
11 April 9, 2008, and published by City, bids were received, publicly opened and declared on  
12 the date specified in said Notice; and

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

14 WHEREAS, the City Council authorized the City Manager to enter a  
15 contract with Contractor for the work described in Plans & Specifications No. R-6692;

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

18 1. SCOPE OF WORK. Contractor shall furnish all necessary labor,  
19 supervision, tools, materials, supplies, appliances, equipment and transportation for the  
20 work described in "Plans & Specifications No. R-6692 for Taxilane F and H  
21 Improvements at the Long Beach Airport in the City of Long Beach, California," said work  
22 to be performed according to the Contract Documents identified below. However, this  
23 Contract is intended to provide to City complete and finished work and, to that end,  
24 Contractor shall do everything necessary to complete the work, whether or not  
25 specifically described in the Contract Documents.

26 2. PRICE AND PAYMENT.

27 A. City shall pay to Contractor the amount(s) for materials and  
28 work identified in Contractor's "Bid for Taxilane F and H Improvements at the Long

1 Beach Airport in the City of Long Beach, California," attached hereto as Exhibit  
2 "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-6692 (which may include by reference the Standard  
9 Specifications for Public Works Construction, latest edition, and any supplements  
10 thereto, collectively the "Standard Specifications"); the City of Long Beach  
11 Standard Plans; Plans and Drawings No. B-4380 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-6692; 5)  
26 Addenda; 6) Plans and Drawings No. B-4380; 7) the City of Long Beach Standard  
27 Plans; 8) Standard Specifications; 9) other reference specifications; 10) other  
28 reference plans; 11) the bid; and 12) the Notice Inviting Bids.

1           4.     TIME FOR CONTRACT. Contractor shall commence work on a date  
2 to be specified in a written "Notice to Proceed" from City and shall complete all work  
3 within one hundred (100) working days thereafter, subject to strikes, lockouts and events  
4 beyond the control of Contractor. Time is of the essence hereunder. City will suffer  
5 damage if the work is not completed within the time stated, but those damages would be  
6 difficult or impractical to determine. So, Contractor shall pay to City, as liquidated  
7 damages, the amount stated in the Contract Documents.

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

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

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

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

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

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

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

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

18           12.    COORDINATION WITH GOVERNMENTAL REGULATIONS.

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

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

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

6 13. NOTICES.

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

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

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

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

1           16.   CERTIFIED PAYROLL RECORDS. 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 April 30, 2008

By 

6 Dave Martinez, President  
7 Type or Print Name

8 April 30, 2008

By 

9 Gary Downey, Assistant Secretary  
10 Type or Print Name

11 "Contractor"

12 CITY OF LONG BEACH, a municipal  
13 corporation

14 Jun 6, 2008

By 

15 Gary Downey, Assistant City Manager  
16 City Manager

17 "City"

18 EXECUTED PURSUANT  
19 TO SECTION 301 OF  
20 THE CITY CHARTER.

21 This Contract is approved as to form on May 13, 2008.

22 ROBERT E. SHANNON, City Attorney

23 By 

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

**CERTIFICATE OF INCUMBENCY AND RESOLUTION**

I, Dave Martinez, do hereby certify that I am the 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.

<b><u>TITLE</u></b>	<b><u>NAME</u></b>
Chairman of the Board	James Weeks
President	Dave Martinez
Chief Financial Officer/Treasurer & Vice President	Tim P. Orchard
Vice President	Bob Stone
Vice President	Mike Edwards
Secretary	Anthony Martino
Assistant Secretary	George Aldrich
Assistant Secretary	Mary Lawson
Assistant Secretary	Gary Downey

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

**“(AUTHORITY TO EXECUTIVE BIDS AND CONTRACTS)”**

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

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal this 7<sup>th</sup> day of April 2008.



Dave Martinez, President

Sully-Miller Contracting Company  
1100 E. Orangethorpe Avenue, Ste. 200  
Anaheim, Ca. 92801

(SEAL)

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT**

STATE OF CALIFORNIA

COUNTY OF ORANGE



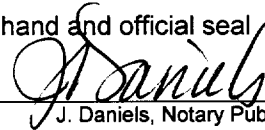
On May 1, 2008 before me, J. Daniels, Notary Public, personally appeared Dave Martinez & Gary Downey

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

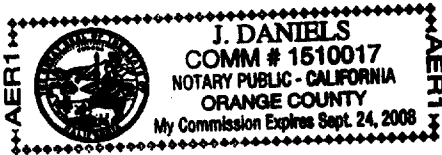
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal

Signature



J. Daniels, Notary Public



Notary Seal

**OPTIONAL**

**Description of Attached Document**

Title or Type of Document: Contract

Document Date: April 30, 2008

Number of Pages: 10

Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s):**

Signer's Name Dave Martinez

Signer's Name Gary Downey

Individual

Individual

Corporate Officer – Title(s) President

Corporate Officer – Title(s) Assistant Secretary

Partner – Limited/General \_\_\_\_\_

Partner – Limited/General \_\_\_\_\_

Attorney In Fact

Attorney In Fact

Trustee

Trustee

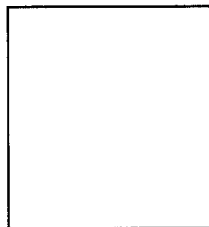
Guardian or Conservator

Guardian or Conservator

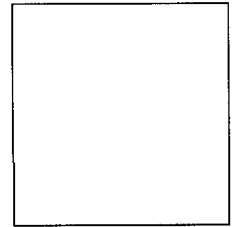
Other

Other

Right Thumbprint  
of Signer



Right Thumbprint  
of Signer



Signer is Representing: SULLY-MILLER CONTRACTING COMPANY

# EXHIBIT “A”

Contractor’s Bid



BID TAXILANE F AND H IMPROVEMENTS					
ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE (IN FIGURES)	ITEM TOTAL (IN FIGURES)
1	G-001-5.1; Mobilization / Demobilization	1	LS	84,000. ✓	84,000. ✓
2	P-101.5.1; Cold Planing	550	SY	15. ✓	8,250. ✓
3	P-151-4.1; Clearing and Grubbing	1	LS	95,000. ✓	95,000. ✓
4	P-152-4.1; Unclassified Excavation	5,549	CY	28. ✓	155,372. ✓
5	P-152-4.2; Embankment in Place	2,676	CY	11. ✓	29,436. ✓
6	P-152-4.3; Potholing	21	EA	700. ✓	14,700. ✓
7	P-155-8.1; Lime-Treated Subgrade	15,900	SY	5.50	87,450. ✓
8	P-155-8.2; Lime	403,000	LBS	.18	72,540. ✓
9	P-156-4.2; Prepare SWPPP/Acquire Permit	1	LS	14,000. ✓	14,000. ✓
10	P-209-5.1; Crushed Aggregate Base Course	6,850	TON	27.50	188,375. ✓
11	P-209-5.2; Install Lean Cement Sand Slurry Over Utility Lines	10	CY	300. ✓	3,000. ✓
12	P-403-8.1; Bituminous Surface and Base Course	5,340	TON	93. ✓	496,620. ✓
13	F-162-5.1; Chain Link Fence	95	LF	65. ✓	6,175. ✓
14	D-701-5.1; 18" RCP	580	LF	195. ✓	113,100. ✓
15	D-751-5.1; Catch Basin	1	EA	7,500. ✓	7,500. ✓
16	T-901-5.1; Hydroseeding	64,789	SF	.07	4,535. <sup>23</sup>
17	X-100-5.1; Signs per Detail 2 of the Plans	5	EA	3,650. ✓	18,250. ✓
18	X-100-5.2; Signs pr Detail 3 of the Plans	2	EA	4,650. ✓	9,300. ✓
TOTAL AMOUNT BID				1,407,603. <sup>23</sup>	

**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: April 30, 2008

**EXHIBIT "B"**

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT**

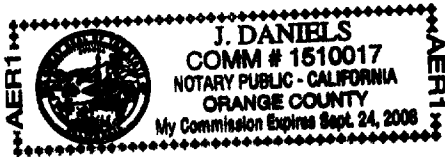
STATE OF CALIFORNIA

COUNTY OF ORANGE



On May 1, 2008 before me, J. Daniels, Notary Public, personally appeared Gary Downey

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



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

WITNESS my hand and official seal

Signature



J. Daniels, Notary Public

Notary Seal

**OPTIONAL**

**Description of Attached Document**

Title or Type of Document: Worker's Compensation Certification

Document Date: April 30, 2008

Number of Pages: 1

Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s):**

Signer's Name Gary Downey

Signer's Name \_\_\_\_\_

Individual

Individual

Corporate Officer – Title(s) Assistant Secretary

Corporate Officer – Title(s) \_\_\_\_\_

Partner – Limited/General \_\_\_\_\_

Partner – Limited/General \_\_\_\_\_

Attorney In Fact

Attorney In Fact

Trustee

Trustee

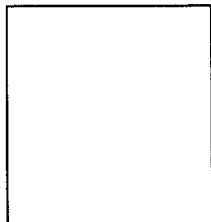
Guardian or Conservator

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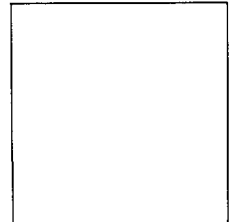
Other

Other

Right Thumbprint  
of Signer



Right Thumbprint  
of Signer



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: WC7-631-004125-658
- B. Name of Insurer (NOT Broker): Liberty Mutual Insurance Company
- C. Address of Insurer: 1133 Avenue of Americas, New York New York
- D. Telephone Number of Insurer: 1800 227 9887 ext 20578 <sup>10036</sup>

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

- A. VIN (Vehicle Identification Number): List can be provided if needed
- B. Automobile Liability Insurance Policy Number: AS263104125-678
- C. Name of Insurer (NOT Broker): Same as Above
- D. Address of Insurer: \_\_\_\_\_
- E. Telephone Number of Insurer: \_\_\_\_\_

3) Address of Property used to house workers on this Contract, if any: N/A

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

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

6) Dates (or schedule) when those wages will be paid: Weekly or bi weekly

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

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

\_\_\_\_\_ TBD \_\_\_\_\_

8) Taxpayer's Identification Number: \_\_\_\_\_

# 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 PRSI  
 Address PO BOX 1266  
 City Riverside  
 Phone No. 951 682 1091

Lime treat / Cold Plane  
 Dollar Amount of Contract \$ 75,559. -  
 MBE / WBE / OTHER Racial Origin \_\_\_\_\_  
(circle one)  
 License No. 569352

Name CNC Engineering  
 Address 8 Corporate park STE 100  
 City IRVINE  
 Phone No. 949 863 0588

Survey  
 Dollar Amount of Contract \$ 29,710. -  
 MBE / WBE / OTHER Racial Origin \_\_\_\_\_  
(circle one)  
 License No. ---

Name Stern Dahl Ent. Inc.  
 Address 11861 Brandford ST  
 City Sun Valley  
 Phone No. 818 834 8199

Striping  
 Dollar Amount of Contract \$ 4,250. -  
 MBE / WBE / OTHER Racial Origin \_\_\_\_\_  
(circle one)  
 License No. 421 823

Name Robert B. Langway Inc.  
 Address 2131 S. Genoa Unit C  
 City Ontario  
 Phone No. 909 947 4224

Storm drain / Structure  
 Dollar Amount of Contract \$ 5,390. -  
 MBE / WBE / OTHER Racial Origin \_\_\_\_\_  
(circle one)  
 License No. 296016

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

Hydroseeding  
 Dollar Amount of Contract \$ 3,751. -  
 MBE / WBE / OTHER Racial Origin \_\_\_\_\_  
(circle one)  
 License No. 582303

\*\* REPRODUCE AND ATTACH ADDITIONAL SHEETS AS NEEDED.

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 ALCORN Fence Co.  
 Address 9901 Glendocks Blvd  
 City Sun Valley  
 Phone No. 323 875 1342

Fence  
 Dollar Amount of Contract \$ 7,360.5  
 MBE / WBE / OTHER Racial Origin \_\_\_\_\_  
(circle one)  
 License No. 122954

Name \_\_\_\_\_  
 Address \_\_\_\_\_  
 City \_\_\_\_\_  
 Phone No. \_\_\_\_\_

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

Name \_\_\_\_\_  
 Address \_\_\_\_\_  
 City \_\_\_\_\_  
 Phone No. \_\_\_\_\_

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

Name \_\_\_\_\_  
 Address \_\_\_\_\_  
 City \_\_\_\_\_  
 Phone No. \_\_\_\_\_

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

Name \_\_\_\_\_  
 Address \_\_\_\_\_  
 City \_\_\_\_\_  
 Phone No. \_\_\_\_\_

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

\*\* REPRODUCE AND ATTACH ADDITIONAL SHEETS AS NEEDED.

APPENDIX "A"

BOE-400-OP (FRONT) REV 1. (10-01)  
**APPLICATION FOR  
 USE TAX DIRECT PAYMENT PERMIT**

STATE OF CALIFORNIA  
 BOARD OF EQUALIZATION

*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

*(See reverse side for general information and filing instructions)*

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

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

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

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

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

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

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

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

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

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

The completed 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



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## 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.

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<sup>1</sup>All references are to the California Revenue and Taxation Code unless otherwise indicated.

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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 43001-43651, Health & Safety Code, Sections 105275-105310; Cigarette and Tobacco Products Tax, Sections 30001-30481; Diesel Fuel Tax, Sections 60001-60709; Emergency Telephone Users Surcharge, Sections 41001-41176; Energy Resources Surcharge, Sections 40001-40215; Hazardous Substances Tax, Sections 43001-43651; Integrated Waste Management Fee, Sections 45001-45981; International Fuel Tax Agreement, Sections 9401-9433; Motor Vehicle Fuel License Tax, Sections 7301-8405; Occupational Lead Poisoning Prevention Fee, Sections 43001-43651, Health & Safety Code, Sections 105175-105197; Oil Spill Response, Prevention, and Administration Fees, Sections 46001-46751, Government Code, Sections 8670.1-8670.53; Publicly Owned Property, Sections 1840-1841; Sales and Use Tax, Sections 6001-7279.6; State Assessed Property, Sections 721-868, 4876-4880, 5011-5014; Tax on Insurers, Sections 12001-13170; Timber Yield Tax, Sections 38101-38908; Tire Recycling Fee, Sections 55001-55381, Public Resources Code, Sections 42860-42895; Underground Storage Tank Maintenance Fee, Sections 50101-50161, Health & Safety Code, Sections 25280-25299.96; Use Fuel Tax, Sections 8601-9355.

The principal purpose for which the requested information will be used is to administer the laws identified in the preceding paragraph. 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) 445-8464, 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.

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

**Certificate of Insurance**

**THIS CERTIFICATE ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHT UPON YOU THE CERTIFICATE HOLDER. THIS CERTIFICATE IS NOT AN INSURANCE POLICY AND DOES NOT AMEND, EXTEND, OR ALTER THE COVERAGE AFFORDED BY THE POLICIES LISTED BELOW.**

**This is to Certify that**

**SULLY-MILLER CONTRACTING COMPANY**

**1100 E. ORANGETHROPE AVE., STE 200**

**ANAHEIM**

**CA 92801**

**NAME AND ADDRESS OF INSURED**



**Liberty Mutual.**

is, at the issue date of this certificate, insured by the Company under the policy(ies) listed below. The insurance afforded by the listed policy(ies) is subject to all their terms, exclusions and Conditions and is not altered by any requirement, term or condition of any contract or other document with respect to which this certificate may be issued.

TYPE OF POLICY	EXP DATE <input type="checkbox"/> CONTINUOUS <input type="checkbox"/> EXTENDED <input checked="" type="checkbox"/> POLICY TERM	POLICY NUMBER	LIMIT OF LIABILITY	
			COVERAGE AFFORDED UNDER WC LAW OF THE FOLLOWING STATES:	EMPLOYERS LIABILITY
<b>WORKERS COMPENSATION</b>	4/1/2009	WC7-631-004125-658	California	Bodily Injury by Accident <b>\$1,000,000</b> Each Accident Bodily Injury By Disease <b>\$1,000,000</b> Policy Limit Bodily Injury By Disease <b>\$1,000,000</b> Each Person
<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> OCCURRENCE <input type="checkbox"/> CLAIMS MADE	4/1/2009	TB2-631-004125-668	General Aggregate—Other than Products / Completed Operations <b>\$2,000,000</b> Products / Completed Operations Aggregate <b>\$2,000,000</b> Bodily Injury and Property Damage Liability <b>\$2,000,000</b> Per Occurrence Personal Injury <b>\$2,000,000</b> Per Person / Organization Other includes Per Job Aggregate & "XCI" Coverage Other Damage to Prem: \$100,000 Medical Payments: \$10,000	
<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> OWNED <input checked="" type="checkbox"/> NON-OWNED <input checked="" type="checkbox"/> HIRED	4/1/2009	AS2-631-004125-678		<b>\$2,000,000</b> Each Accident—Single Limit B.I. And P.D. Combined Each Person Each Accident or Occurrence Each Accident or Occurrence
<b>OTHER</b>				
RE: Construction of improvements to Taxiway F and H at the Long Beach Airport				Sully-Miller Job # 287751C 507
<b>ADDITIONAL COMMENTS</b> Added as additional insureds per endorsement attached. The City, its Boards, and their officials, employees and agents are named Additional Insured per the enclosed blanket endorsement. Additional insured coverage not affected by insured's failure to comply with reporting provision of the policy and shall not affect coverage to the City, its Boards, and their officials, employees, or agents. Severability of Interest applies separately to each insured and there will be no cross exclusions. All policies herein are to be primary and non-contributory. Agency is added as an Additional Insured of the Auto Liability policy.				

\* If the certificate expiration date is continuous or extended term, you will be notified if coverage is terminated or reduced before the certificate expiration date.  
**SPECIAL NOTICE- OHIO: ANY PERSON WHO, WITH INTENT TO DEFAUD OR KNOWING THAT HE IS FACILITATING A FRAUD AGAINST AN INSURER, SUBMITS AN APPLICATION OR FILES A CLAIM CONTAINING A FALSE OR DECEPTIVE STATEMENT IS GUILTY OF INSURANCE FRAUD.**

**IMPORTANT NOTICE TO FLORIDA POLICYHOLDERS AND CERTIFICATE HOLDERS: IN THE EVENT YOU HAVE ANY QUESTIONS OR NEED INFORMATION ABOUT THIS CERTIFICATE FOR ANY REASON, PLEASE CONTACT YOUR LOCAL SALES PRODUCER WHOSE NAME AND TELEPHONE NUMBER APPEARS IN THE LOWER RIGHT HAND CORNER OF THIS CERTIFICATE. THE APPROPRIATE LOCAL SALES OFFICE MAILING ADDRESS MAY ALSO BE OBTAINED BY CALLING THIS NUMBER.**

**NOTICE OF CANCELLATION: (NOT APPLICABLE UNLESS A NUMBER OF DAYS IS ENTERED BELOW.) BEFORE THE STATED EXPIRATION DATE THE COMPANY WILL NOT CANCEL OR REDUCE THE INSURANCE AFFORDED UNDER THE ABOVE POLICIES UNTIL AT LEAST 30 DAYS NOTICE OF SUCH CANCELLATION HAS BEEN MAILED TO:**

**Liberty Mutual Insurance Group**

Attn: Ana DeAnda Assistant Administrative Analyst  
 City of Long Beach  
 Department of Public Works  
 333 West Ocean Boulevard

*Geraldine Fernandez*  
 Geraldine Fernandez  
 AUTHORIZED REPRESENTATIVE  
 New York / 0202  
 114 West 47th St.  
 New York, NY 10036 212-391-7500 4/28/2008  
 OFFICE PHONE DATE ISSUED

Certificate Holder

Long Beach CA 90802

This certificate is executed by LIBERTY MUTUAL INSURANCE GROUP as respects such insurance as is afforded by those Companies

NM 772

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

SECTION II - WHO IS AN INSURED is amended to include as an insured any person or organization for whom you have agreed in writing to provide liability insurance. But:

The insurance provided by this amendment:

1. Applies only to "bodily injury" and "property damage" arising out of (a) "your work" or (b) premises or other property owned by or rented to you;
2. Applies only to coverage and minimum limits of insurance required by the written agreement, but in no event exceeds either the scope of coverage or the limits of insurance provided by this policy; and
3. Does not apply to any person or organization for whom you have procured separate liability insurance while such insurance is in effect, regardless of whether the scope of coverage or limits of insurance of this policy exceed those of such other insurance or whether such other insurance is valid and collectible.

The following provisions also apply:

1. Where the applicable written agreement requires the insured to provide liability insurance on a primary, excess, contingent, or any other basis, this policy will apply solely on the basis required by such written agreement and Item 4. Other Insurance of SECTION IV of this policy will not apply.
2. Where the applicable written agreement does not specify on what basis the liability insurance will apply, the provisions of Item 4. Other Insurance of SECTION IV of this policy will govern.
3. This endorsement shall not apply to any person or organization for any "bodily injury" or "property damage" if any other additional insured endorsement on this policy applies to that person or organization with regard to the "bodily injury" or "property damage".
4. If any other additional insured endorsement applies to any person or organization and you are obligated under a written agreement to provide liability insurance on a primary, excess, contingent, or any other basis for that additional insured, this policy will apply solely on the basis required by such written agreement and Item 4. Other Insurance of SECTION IV of this policy will not apply, regardless of whether the person or organization has available other valid and collectible insurance. If the applicable written agreement does not specify on what basis the liability insurance will apply, the provisions of Item 4. Other Insurance of SECTION IV of this policy will govern.

This endorsement is executed by the **LIBERTY MUTUAL FIRE INSURANCE COMPANY**

Premium \$

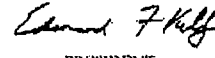
Effective Date 04/01/2008 Expiration Date 04/01/2009

For attachment to Policy No. TB2-631-004125-668

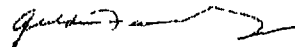
Audit Basis

Issued To Sully Miller Contracting Company.

  
SECRETARY

  
PRESIDENT

Countersigned by



Authorized Representative

Issued TBD

Sales Office and No. NY - 0202

End. Serial No. TBD

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## DESIGNATED INSURED

This endorsement modified insurance provided under the following:

BUSINESS AUTO COVERAGE FORM  
GARAGE COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM  
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" under the Who Is An Insured Provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

### SCHEDULE

Name of Person(s) or Organization(s): Any person or organization whom you have agreed in writing to add as an additional insured, but only to coverage and minimum limits of insurance required by the written agreement, and in no event to exceed either the scope of coverage or the limits of insurance provided in this policy..

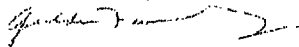
Each person or organization shown in the Schedule is an "insured" for Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured Provision contained in Section II of the Coverage Form.

This endorsement is executed by the LIBERTY MUTUAL FIRE INSURANCE COMPANY

Effective Date 04/01/2008      Expiration Date 04/01/2009

For attachment to Policy No. AS2-631-004125-678

Issued To Sully Miller Contracting Company



Countersigned by.....  
Authorized Representative

End. Serial No. 2

**WAIVER OF OUR RIGHT TO RECOVER OF OTHERS ENDORSEMENT --  
CALIFORNIA**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

**SCHEDULE**

**Name of Person or Organization**

**Job Description**

**Where required by contract or  
written agreement**

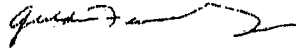
This endorsement is executed by the Liberty Insurance Corporation

Premium \$

Effective Date 04/01/2008

Expiration Date 04/01/2009

For attachment to Policy No. WC7-631-004125-868



Countersigned by

\_\_\_\_\_  
Authorized Representative

End. Serial No. TBD

KNOW ALL MEN BY THESE PRESENTS: That we, SULLY-MILLER CONTRACTING COMPANY, as PRINCIPAL, and Fidelity and Deposit Company \* located at One Upper Pond Rd., Bldg E/F, Parsippany, NJ 07054 and \*\*, a corporation, incorporated under the laws of the State of MD/MA, admitted as a surety in the State of California, and authorized to transact business in the State of California, as SURETY, are held and firmly bound unto the CITY OF LONG BEACH, CALIFORNIA, a municipal corporation, in the sum of ONE MILLION FOUR HUNDRED SEVEN THOUSAND SIX HUNDRED THREE DOLLARS AND TWENTY-THREE CENTS (\$1,407,603.23), 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 Taxilane F and H Improvements at the Long Beach Airport in the City of Long Beach, California and is required by said City to give this bond in connection with the execution of said contract;

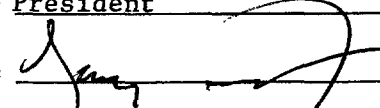
NOW, THEREFORE, if said Principal shall well and truly keep and faithfully perform all of the covenants, conditions, agreements and obligations of said contract on said Principal's part to be kept, done and performed, at the times and in the manner specified therein, then this obligation shall be null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

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

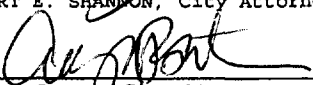
IN WITNESS WHEREOF, the above-named Principal and Surety have executed, or caused to be executed, this instrument with all of the formalities required by law on this 28th day of April, 2008.

Sully-Miller Contracting Company  
Contractor

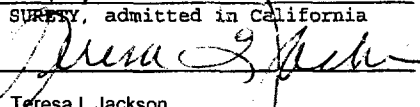
By:   
Name: Dave Martinez  
Title: President

By:   
Name: Gary Downey  
Title: Assistant Secretary

Approved as to form this 13th day of May, 2008.

ROBERT E. SHANNON, City Attorney  
By:   
Deputy City Attorney

Fidelity and Deposit Company of Maryland and Liberty Mutual Insurance Company

SURETY, admitted in California  
By:   
Name: Teresa I. Jackson  
Title: Attorney-in-Fact

Telephone: 213/607-6283

Approved as to sufficiency this 9 day of May, 2008.

By:   
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.

\* of Maryland and Liberty Mutual Insurance Company

\*\* 8044 Montgomery Rd., Ste 150E, Cincinnati, OH 45236

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT**

STATE OF CALIFORNIA

COUNTY OF ORANGE



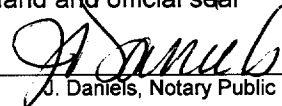
On May 1, 2008 before me, J. Daniels, Notary Public, personally appeared Dave Martinez & Gary Downey

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

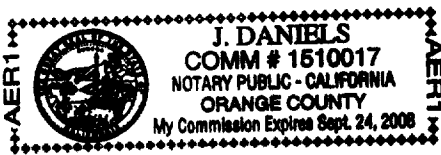
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal

Signature



J. Daniels, Notary Public



Notary Seal

**OPTIONAL**

**Description of Attached Document**

Title or Type of Document: Bond for Faithful Performance

Document Date: April 28, 2008 Number of Pages: 1

Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s):**

Signer's Name Dave Martinez

Signer's Name Gary Downey

Individual

Individual

Corporate Officer – Title(s) President

Corporate Officer – Title(s) Assistant Secretary

Partner – Limited/General \_\_\_\_\_

Partner – Limited/General \_\_\_\_\_

Attorney In Fact

Right Thumbprint  
of Signer

Attorney In Fact

Right Thumbprint  
of Signer

Trustee

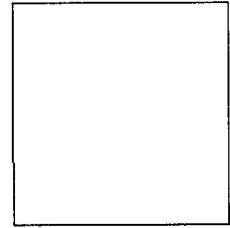
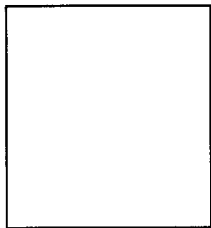
Trustee

Guardian or Conservator

Guardian or Conservator

Other

Other



Signer is Representing: SULLY-MILLER CONTRACTING COMPANY



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

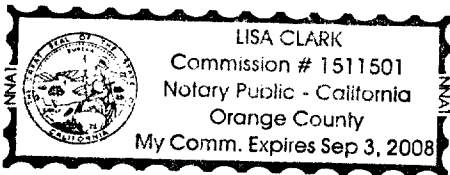
State of California

County of Los Angeles

On APR 28 2008 before me, Lisa Clark, Notary Public,  
DATE NAME, TITLE OF OFFICER - E.G., "JANE DOE, NOTARY PUBLIC"

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

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



WITNESS my hand and official seal.

Lisa Clark  
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

APR 28 2008

\_\_\_\_\_  
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

Premium included in performance bond.

Executed in Two Originals

KNOW ALL MEN BY THESE PRESENTS: That we, SULLY-MILLER CONTRACTING COMPANY, as PRINCIPAL, and Fidelity and Deposit Company\* located at One Upper Pond Rd., Bldg E/F, Parsippany, NJ 07054 and\*\* a corporation, incorporated under the laws of the State of MD/MA, admitted as a surety in the State of California, and authorized to transact business in the State of California, as SURETY, are held and firmly bound unto the CITY OF LONG BEACH, a municipal corporation, in the sum of ONE MILLION FOUR HUNDRED SEVEN THOUSAND SIX HUNDRED THREE DOLLARS AND TWENTY-THREE CENTS (\$1,407,603.23), 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 Taxilane F and H Improvements at the Long Beach Airport in the City of Long Beach, California and is required by law and by said City to give this bond in connection with the execution of said contract;

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

PROVIDED, that any modifications, alterations or changes which may be made in said contract, or in any of the work or labor required to be done thereunder, or in any of the materials, provisions, equipment, or other supplies required to be furnished pursuant to said contract, or the giving by the City of any extension of time for the performance of said contract, or the giving of any other forbearance upon the part of either the City or the Principal to the other, shall not in any way release the Principal or 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 28th day of April, 2008.

Sully-Miller Contracting Company

Contractor

By:

Name: Dave Martinez

Title: President

By:

Name: Gary Downey

Title: Assistant Secretary

Approved as to form this 13th day of May, 2008.

ROBERT E. SHANNON, City Attorney

By:

Deputy City Attorney

Fidelity and Deposit Company of Maryland and Liberty Mutual Insurance Company

SURETY, admitted in California

By:

Name: Teresa I. Jackson

Title: Attorney-in-Fact

Telephone: 213-607-6283

Approved as to sufficiency this 9 day of May, 2008.

By:

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.

\* of Maryland and Liberty Mutual Insurance Company

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT**

STATE OF CALIFORNIA

COUNTY OF ORANGE



On May 1, 2008 before me, J. Daniels, Notary Public, personally appeared Dave Martinez & Gary Downey

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

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

WITNESS my hand and official seal

Signature



J. Daniels, Notary Public



Notary Seal

**OPTIONAL**

**Description of Attached Document**

Title or Type of Document: Labor & Material Bond

Document Date: April 28, 2008

Number of Pages: 1

Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s):**

Signer's Name Dave Martinez

Signer's Name Gary Downey

Individual

Individual

Corporate Officer – Title(s) President

Corporate Officer – Title(s) Assistant Secretary

Partner – Limited/General \_\_\_\_\_

Partner – Limited/General \_\_\_\_\_

Attorney In Fact

Right Thumbprint  
of Signer

Attorney In Fact

Right Thumbprint  
of Signer

Trustee

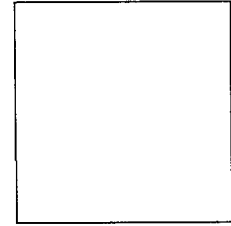
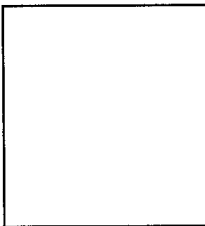
Trustee

Guardian or Conservator

Guardian or Conservator

Other

Other



Signer is Representing: SULLY-MILLER CONTRACTING COMPANY

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

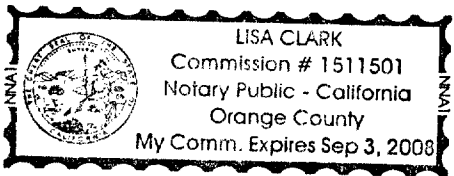
State of California

County of Los Angeles

On APR 28 2008 before me, Lisa Clark, Notary Public  
DATE NAME, TITLE OF OFFICER - E.G., "JANE DOE, NOTARY PUBLIC"

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

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



WITNESS my hand and official seal.

*Lisa Clark*

SIGNATURE OF NOTARY

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

- INDIVIDUAL
- CORPORATE OFFICER

TITLE(S)

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

ATTORNEY-IN-FACT

TRUSTEE(S)

GUARDIAN/CONSERVATOR

OTHER: \_\_\_\_\_

DESCRIPTION OF ATTACHED DOCUMENT

TITLE OR TYPE OF DOCUMENT

NUMBER OF PAGES

APR 28 2008

DATE OF DOCUMENT

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

Fidelity and Deposit Company of Maryland  
Liberty Mutual Insurance Company

SIGNER(S) OTHER THAN NAMED ABOVE

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

KNOW ALL MEN BY THESE PRESENTS: That the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a corporation of the State of Maryland, by WILLIAM J. MILLS, Vice President, and GERALD F. HALEY, 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 **Teresa I. JACKSON, Lisa CLARK and Mike DAOUSSIS, all of Los Angeles, California, EACH** its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings, and the execution of such bonds or undertakings** in pursuance of these presents, shall be as binding upon said Company, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its office in Baltimore, Md., in their own proper persons. This power of attorney revokes that issued on behalf of Michael R. SZOT, Noemi QUIROZ, Teresa I. JACKSON, Lisa CLARK, dated February 3, 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 22nd day of January, A.D. 2008.

ATTEST:

**FIDELITY AND DEPOSIT COMPANY OF MARYLAND**



*Gerald F. Haley*

Gerald F. Haley Assistant Secretary

*William J. Mills*

By:

William J. Mills

Vice President

State of Maryland }  
City of Baltimore } ss:

On this 22nd day of January, A.D. 2008, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, came WILLIAM J. MILLS, Vice President, and GERALD F. HALEY, 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 deposes 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.

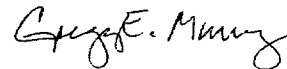
This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

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,

**APR 28 2008**

this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.



*Assistant Secretary*

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

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

LIBERTY MUTUAL INSURANCE COMPANY
BOSTON, MASSACHUSETTS
POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS: That Liberty Mutual Insurance Company (the "Company"), a Massachusetts stock insurance company, pursuant to and by authority of the By-law and Authorization hereinafter set forth, does hereby name, constitute and appoint TERESA I. JACKSON, 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 28th day of November, 2007

LIBERTY MUTUAL INSURANCE COMPANY

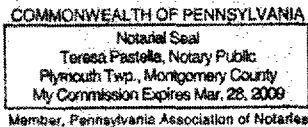
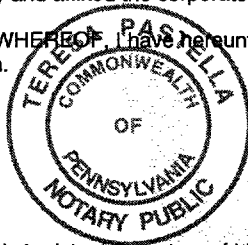


By Garnet W. Elliott, Assistant Secretary

COMMONWEALTH OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 28th day of November, 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, 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 APR 28 2008 day of



By David M. Carey, Assistant Secretary

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

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