

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

CONTRACT

31470

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3 THIS CONTRACT is made and entered, in duplicate, as of December 16,
4 2009 for reference purposes only, pursuant to a minute order adopted by the City Council
5 of the City of Long Beach at its meeting held on December 15, 2009, by and between
6 MARK SAUER CONSTRUCTION, INC., a California corporation ("Contractor"), whose
7 address is 19712 Temescal Canyon Road, Corona, California 92881, and the CITY OF
8 LONG BEACH, a municipal corporation ("City").

9 WHEREAS, pursuant to a "Notice Inviting Bids for the Improvement of
10 Rancho Los Cerritos Arroyo Restoration, Entryway, Visitors Center, Caretaker's
11 Residence, Trash Enclosure & Driveway Slurry Coat in the City of Long Beach,
12 California," bids were received, publicly opened on October 1, 2009 and declared on the
13 date specified in said Notice; and

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

15 WHEREAS, the City Council authorized the City Manager to enter a
16 contract with Contractor for the work described in Plans & Specifications No. R-6726;

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

19 1. SCOPE OF WORK. Contractor shall furnish all necessary labor,
20 supervision, tools, materials, supplies, appliances, equipment and transportation for the
21 Base Bid Items 1, 2 and 3 and for Alternate Bid Items 4, 5 and 6 only described in "Plans
22 & Specifications No. R-6726 for the Improvement of Rancho Los Cerritos Arroyo
23 Restoration, Entryway, Visitors Center, Caretaker's Residence, Trash Enclosure &
24 Driveway Slurry Coat in the City of Long Beach, California," said work to be performed
25 according to the Contract Documents identified below. However, this Contract is
26 intended to provide to City complete and finished work and, to that end, Contractor shall
27 do everything necessary to complete the work, whether or not specifically described in
28 the Contract Documents.

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2. PRICE AND PAYMENT.

A. City shall pay to Contractor the amount(s) for materials and work identified in Contractor's "Bid for the Improvement of Rancho Los Cerritos Arroyo Restoration, Entryway, Visitors Center, Caretaker's Residence, Trash Enclosure & Driveway Slurry Coat in the City of Long Beach, California," attached hereto as Exhibit "A".

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

3. CONTRACT DOCUMENTS.

A. The Contract Documents include: The Notice Inviting Bids, Plans & Specifications No. R-6726 (which may include by reference the Standard Specifications for Public Works Construction, latest edition, and any supplements thereto, collectively the "Standard Specifications"); the City of Long Beach Standard Plans; Plans and Drawings No. B-4427 for this work; the California Code of Regulations; the various Uniform Codes applicable to trades; the prevailing wage rates; Instructions to Bidders; the Bid; the bid security; the City of Long Beach Disadvantaged, Minority and Women-Owned Business Enterprise Program; this Contract and all documents attached hereto or referenced herein including but not limited to insurance; Bond for Faithful Performance; Payment Bond; Notice to Proceed; Notice of Completion; any addenda or change orders issued in accordance with the Standard Specifications; any permits required and issued for the work; approved final design drawings and documents; and the Information Sheet. These Contract Documents are incorporated herein by the above reference and form a part of this Contract.

B. Notwithstanding Section 2-5.2 of the Standard Specifications, if any conflict or inconsistency exists or develops among or between Contract Documents, the following priority shall govern: 1) Change Orders; 2) this Contract;

1 3) Permit(s) from other public agencies; 4) Plans & Specifications No. R-6726; 5)
2 Addenda; 6) Plans and Drawings No. B-4427; 7) the City of Long Beach Standard
3 Plans; 8) Standard Specifications; 9) other reference specifications; 10) other
4 reference plans; 11) the bid; and 12) the Notice Inviting Bids.

5 4. TIME FOR CONTRACT. Contractor shall commence work on a date
6 to be specified in a written "Notice to Proceed" from City and shall complete all work
7 within Two Hundred Forty-Five (245) working days thereafter, subject to strikes, lockouts
8 and events beyond the control of Contractor. Time is of the essence hereunder. City will
9 suffer damage if the work is not completed within the time stated, but those damages
10 would be difficult or impractical to determine. So, Contractor shall pay to City, as
11 liquidated damages, the amount stated in the Contract Documents.

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

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

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

26 8. CLAIMS. Contractor shall, upon completion of the work, deliver
27 possession thereof to City ready for use and free and discharged from all claims for labor
28 and materials in doing the work and shall assume and be responsible for, and shall

1 protect, defend, indemnify and hold harmless City from and against any and all claims,
2 demands, causes of action, liability, loss, costs or expenses for injuries to or death of
3 persons, or damages to property, including property of City, which arises from or is
4 connected with the performance of the work.

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

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

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

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

22 12. COORDINATION WITH GOVERNMENTAL REGULATIONS.

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

1 Contractor, shall determine the percentage of work completed and the
2 determination of the City Engineer shall be final.

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

10 13. NOTICES.

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

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

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

27 15. COVENANT AGAINST ASSIGNMENT. Neither this Contract nor
28 any of the moneys that may become due Contractor hereunder may be assigned by

1 Contractor without the written consent of City first had and obtained, nor will City
2 recognize any subcontractor as such, and all persons engaged in the work of
3 construction will be considered as independent contractors or agents of Contractor and
4 will be held directly responsible to Contractor.

5 16. CERTIFIED PAYROLL RECORDS.

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

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

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

28 17. RESPONSIBILITY OF CONTRACTOR. Notwithstanding anything to

1 the contrary in the Standard Specifications, Contractor shall have the responsibility, care
2 and custody of the work. If any loss or damage occurs to the work that is not covered by
3 collectible commercial insurance, excluding loss or damage caused by earthquake or
4 flood or the negligence or willful misconduct of City, then Contractor shall immediately
5 make the City whole for any such loss or pay for any damage. If Contractor fails or
6 refuses to make the City whole or pay, then City may do so and the cost and expense of
7 doing so shall be deducted from the amount due Contractor from City hereunder.

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

11 19. TAXES AND TAX REPORTING.

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

18 B. Contractor shall cooperate with City in all matters relating to
19 taxation and the collection of taxes, particularly with respect to the self-accrual of
20 use tax. Contractor shall cooperate as follows: (i) for all leases and purchases of
21 materials, equipment, supplies, or other tangible personal property totaling over
22 \$100,000 shipped from outside California, a qualified Contractor shall complete
23 and submit to the appropriate governmental entity the form in Appendix "A"
24 attached hereto; and (ii) for construction contracts and subcontracts totaling
25 \$5,000,000 or more, Contractor shall obtain a sub-permit from the California Board
26 of Equalization for the Work site. "Qualified" means that the Contractor purchased
27 at least \$500,000 in tangible personal property that was subject to sales or use tax
28 in the previous calendar year.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

MARK SAUER CONSTRUCTION, INC., a California corporation

12/22, 2009

By [Signature]
President
MARK SAUER
Type or Print Name

12/22, 2009

By Cheris Sauer
Secretary
Cheris Sauer
Type or Print Name

"Contractor"

CITY OF LONG BEACH, a municipal corporation

1.25, 2009
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By [Signature]
Assistant City Manager
City Manager

"City"

EXECUTED PURSUANT TO SECTION 301 OF THE CITY CHARTER.

This Contract is approved as to form on 1/7,

~~2009~~ 10 .

ROBERT E. SHANNON, City Attorney

By [Signature]
Deputy

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

EXHIBIT A

BIDDER'S NAME: _____

**BID FOR THE
IMPROVEMENT OF
RANCHO LOS CERRITOS
ARROYO RESTORATION, ENTRYWAY, VISITORS CENTER, CARETAKER'S
RESIDENCE, TRASH ENCLOSURE & DRIVEWAY SLURRY COAT
IN THE CITY OF LONG BEACH, CALIFORNIA**

In accordance with the Notice Inviting Bids for the above titled Work in the City of Long Beach, California, a copy of which is attached hereto and is made a part hereof, to be opened on October 1, 2009, at 10:00 a.m., we propose to furnish all necessary labor, tools, materials, appliances and equipment for and perform all Work mentioned in said Notice Inviting Bids, in full compliance with Plans No B-4427 & Specifications No. R-6726 at the prices shown below.

The City will announce the basis for the selection of the apparent low bidder at the time of bid opening.

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE (IN FIGURES)	ITEM TOTAL (IN FIGURES)
BASE BID ITEMS 1, 2 & 3					
1.	Visitor Center Mobilization		LS	173,565	
2.	Visitor Center DGF Work		LS	412,750	
3.	Visitor Center & Associated Work		LS	1,064,685	
TOTAL BASE BID ITEMS 1, 2 & 3				1,651,000	

ALTERNATIVE BID ITEMS 4, 5 & 6

4.	Arroyo Restoration Mobilization	LS	34,917
5.	Arroyo Restoration DGF Work	LS	111,398
6.	Arroyo Restoration & Associated Work	LS	146,315
TOTAL ALTERNATIVE BID ITEMS 4, 5 & 6			292,636

ALTERNATIVE BID ITEMS 7, 8 & 9

7.	Caretaker's Residence Mobilization	LS	15,503
8.	Caretaker's Residence DGF Work	LS	100,000
9.	Caretaker's Residence & Associated Work	LS	314,127
TOTAL ALTERNATIVE BID ITEMS 7, 8 & 9			429,630

ALTERNATIVE BID ITEMS 10, 11 & 12

10.	Entry Mobilization	LS	15,758
11.	Entry DGF Work	LS	30,000
12.	Entry & Associated Work	LS	270,642
TOTAL ALTERNATIVE BID ITEMS 10, 11 & 12			316,400

ALTERNATIVE BID ITEMS 13, 14 & 15

13.	Trash Enclosure Mobilization	LS	1,595
14.	Trash Enclosure DGF Work	LS	2,000
15.	Trash Enclosure & Associated Work	LS	13,805
TOTAL ALTERNATIVE BID ITEMS 13, 14 & 15			17,400

ALTERNATIVE BID ITEMS 16, 17 & 18

16.	Driveway Slurry Coat Mobilization	LS	100
17.	Driveway Slurry Coat DGF Work	LS	0
18.	Driveway Slurry Coat & Associated Work	LS	3,700
TOTAL ALTERNATIVE BID ITEMS 16, 17 & 18			3,800

TOTAL BASE BID ITEMS 1, 2 & 3

1,651,000

TOTAL ALTERNATIVE BID ITEMS 4, 5 & 6	292,630
TOTAL ALTERNATIVE BID ITEMS 7, 8 & 9	429,630
TOTAL ALTERNATIVE BID ITEMS 10, 11 & 12	316,400
TOTAL ALTERNATIVE BID ITEMS 13, 14 & 15	17,400
TOTAL ALTERNATIVE BID ITEMS 16, 17 & 18	3,800

TOTAL ALTERNATIVE BID ITEMS

1,059,860

TOTAL AMOUNT BID

2,710,860

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

E-MAIL INFORMATION ON JOBS BIDDING

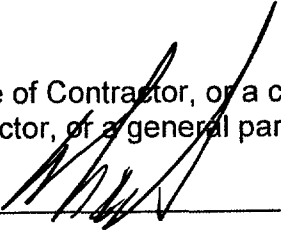
WORKERS' COMPENSATION CERTIFICATION

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:

Mark Sauer Construction, Inc.

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



Title: President

Date: December 22, 2009

EXHIBIT "B"

INFORMATION TO COMPLY WITH LABOR CODE SEC. 2810

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

- 1) Workers' Compensation Insurance:
 - A. Policy Number: 7600002249091
 - B. Name of Insurer (NOT Broker): Everest National Insurance Co.
 - C. Address of Insurer: 725 Town & Country, #400, Orange, CA 92868
 - D. Telephone Number of Insurer: (714) 371-9600

- 2) For vehicles owned by Contractor and used in performing work under this Contract:
 - A. VIN (Vehicle Identification Number): [REDACTED]
 - B. Automobile Liability Insurance Policy Number: BA8360205
 - C. Name of Insurer (NOT Broker): Golden Eagle Insurance Co.
 - D. Address of Insurer: 525 B. Street, San Diego, CA 92101
 - E. Telephone Number of Insurer: (619) 744-6000

- 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: 2
- 5) Estimated total wages to be paid those workers: \$78000.00
- 6) Dates (or schedule) when those wages will be paid: Bi-weekly

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

- 8) Taxpayer's Identification Number: [REDACTED]

EXHIBIT "C"

EXHIBIT D

LIST OF SUBCONTRACTORS

The Bidder shall set forth hereon, the name, location of the place of business, and telephone number of each subcontractor, including minority subcontractors, who will perform work or labor or render service to the Prime Contractor in or about the construction of the Work or improvement, or a subcontractor licensed by the state of California who, under subcontract to the Prime Contractor, specially fabricates and installs a portion of the Work or improvement according to detailed drawings contained in the Plans and Specifications, in an amount in excess of ½ 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 <u>FW BRADY</u>	<u>Demo + GRADING</u>
Address <u>16782 INTERID LN.</u>	Dollar amount of contract \$ <u>74250</u>
City <u>HUNTINGTON BEACH, CA 92649</u>	DBE / MBE / WBE / Racial Origin <u>7</u> <small>(Circle one)</small>
Phone no. <u>562 592-2138</u>	License No. <u>766223</u>

Name <u>TRINITY PLUMBING</u>	<u>Underground</u>
Address <u>SEE PLUMBING</u>	Dollar amount of contract \$ _____
City _____	DBE / MBE / WBE / Racial Origin _____ <small>(Circle one)</small>
Phone no. _____	License No. _____

Name <u>CHIEF ENG.</u>	<u>A/C Paving</u>
Address <u>15265 WINDHAMMER</u>	Dollar amount of contract \$ <u>25,500</u>
City <u>LAKE ELSING CA 92530</u>	DBE / MBE / WBE / Racial Origin _____ <small>(Circle one)</small>
Phone no. <u>951 515-8925</u>	License No. <u>856686</u>

Name <u>MARINA</u>	<u>Landscape</u>
Address <u>1900 S. LEWIS ST.</u>	Dollar amount of contract \$ <u>165,650</u>
City <u>ANAHEIM, CA 92805</u>	DBE / MBE / WBE / Racial Origin _____ <small>(Circle one)</small>
Phone no. <u>714 939-6600</u>	License No. <u>492862</u>

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 ½ 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 ACT I

Concrete

Address P.O. 5087

Dollar amount of contract \$ 618,220

City NOVATO CA 92960

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

Phone no. 951 735-1184

License No. 657517

Name POINTE CONST.

Adobe Masonry

Address 933 N. SANTIAGO AVE.

Dollar amount of contract \$ 262,170

City SANTA ANA, CA 92701

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

Phone no. 714 973-1151

License No. 518531

Name ACT I

Reinforced Masonry

* Address SEE CONCRETE

Dollar amount of contract \$ _____

City _____

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

Phone no. _____

License No. _____

Name KINCAID CONST. CO.

Carpentry

Address 4500 CAMPUS DR. #572

Dollar amount of contract \$ 168,476

City NEWPORT BEACH, CA 92660

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

Phone no. 949 752-0186

License No. 454907

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 MAKUL BEAMISH

Waterproofing

Address 1235 N. GROVE ST.

Dollar amount of contract \$ 4,200

City ANAHEIM CA 92806

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

Phone no. 714 767-3463

License No. 650346

Name OJ INSULATION

Insulation

Address 600 S. WINCENT AVE

Dollar amount of contract \$ 14,925

City AZUSA, CA 91702

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

Phone no. 626 812-6070

License No. 888804

Name BEADY ROOFING

Roofing

Address 3226 KUKUK LN.

Dollar amount of contract \$ 45,825

City RIVERSIDE, CA 92501

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

Phone no. 951 905-5116

License No. 691947

Name MODERN CARPETWORKS

VCT / Carpet

Address 3930 E. MIRALOMA AVE.

Dollar amount of contract \$ 10,800

City ANAHEIM, CA 92806

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

Phone no. 714 630-5552

License No. 599454

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 ½ 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 <u>FOG COAT</u>	<u>Painting</u>
Address <u>22010 HIGHLAND</u>	Dollar amount of contract \$ <u>74,900</u>
City <u>MILDMARK CA 92595</u>	DBE / MBE / WBE / Racial Origin _____ <small>(Circle one)</small>
Phone no. <u>951 609-0089</u>	License No. <u>583933</u>
Name <u>BP CABINETS</u>	<u>Mill works</u>
Address <u>3873 CARTER ST. 210</u>	Dollar amount of contract \$ <u>52,743</u>
City <u>RIVERSIDE, CA 92501</u>	DBE / MBE / WBE / Racial Origin _____ <small>(Circle one)</small>
Phone no. <u>951 275-5220</u>	License No. <u>730278</u>
Name <u>KONE</u>	<u>Elevator</u>
Address <u>12950 ALONDRA BLVD</u>	Dollar amount of contract \$ <u>74,000</u>
City <u>CERRITOS, CA 90703</u>	DBE / MBE / WBE / Racial Origin _____ <small>(Circle one)</small>
Phone no. <u>562 826-4683</u>	License No. <u>179166</u>
Name <u>SOUTH BAY HEAT + AIR</u>	<u>HVAC</u>
Address <u>506 SAWFUO AVE.</u>	Dollar amount of contract \$ <u>14,200</u>
City <u>WILMINGTON, CA 90744</u>	DBE / MBE / WBE / Racial Origin _____ <small>(Circle one)</small>
Phone no. <u>310 835-3300</u>	License No. <u>439779</u>

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 ½ 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 <u>TRINITY PLUMBING</u>	<u>Plumbing</u>
Address <u>1178 MAGNOLIA AVE.</u>	Dollar amount of contract \$ <u>79,600</u>
City <u>BEAUMONT, GA 92223</u>	DBE / MBE / WBE / Racial Origin _____ <small>(Circle one)</small>
Phone no. <u>909 499-4271</u>	License No. <u>900088</u>

Name <u>A/C ENT.</u>	<u>Electrical</u>
Address <u>7065 ARCHIBALD 102-360</u>	Dollar amount of contract \$ <u>138,000</u>
City <u>CUONA, CA 92880</u>	DBE / MBE / WBE / Racial Origin _____ <small>(Circle one)</small>
Phone no. <u>951 520-0784</u>	License No. <u>909725-C10</u>

Name <u>MARK SAUER CONST.</u>	<u>SWPPP SELF PERFORM</u>
Address _____	Dollar amount of contract \$ _____
City _____	DBE / MBE / WBE / Racial Origin _____ <small>(Circle one)</small>
Phone no. _____	License No. _____

Name <u>CALIF. MISSION ADORSE</u>	<u>ADORSE + CUSTOM BRICK MASONRY</u>
Address _____	Dollar amount of contract \$ <u>215,222</u>
City _____	DBE / MBE / WBE / Racial Origin _____ <small>(Circle one)</small>
Phone no. <u>661 256-1514</u>	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 842879, 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: _____
(Deputy Director, Sales and Use Tax Department)

Date: _____

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

THIS FORM MAY BE REPRODUCED

NOTICE TO INDIVIDUALS REGARDING INFORMATION FURNISHED TO THE BOARD OF EQUALIZATION

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

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

Provisions contained in the following laws require persons meeting certain requirements to file applications for registration, applications for permits or licenses, and tax returns or reports in such form as prescribed by the State Board of Equalization: Alcoholic Beverage Tax, Sections¹ 32001-32556; Childhood Lead Poisoning Prevention Fee, Sections 43001-43651, Health & Safety Code, Sections 105275-105310; Cigarette and Tobacco Products Tax, Sections 30001-30481; Diesel Fuel Tax, Sections 60001-60709; Emergency Telephone Users Surcharge, Sections 41001-41176; Energy Resources Surcharge, Sections 40001-40216; Hazardous Substances Tax, Sections 43001-43651; Integrated Waste Management Fee, Sections 45001-45984; International Fuel Tax Agreement, Sections 9401-9433; Motor Vehicle Fuel License Tax, Sections 7301-8405; Occupational Lead Poisoning Prevention Fee, Sections 43001-43651, Health & Safety Code, Sections 105175-105197; Oil Spill Response, Prevention, and Administration Fees, Sections 46001-46751, Government Code, Sections 8670.1-8670.53; Publicly Owned Property, Sections 1840-1841; Sales and Use Tax, Sections 6001-7279.6; State Assessed Property, Sections 721-868, 4876-4880, 5011-5014; Tax on Insurers, Sections 12001-13170; Timber Yield Tax, Sections 38101-38908; Tire Recycling Fee; Sections 55001-55381, Public Resources Code, Sections 42860-42895; Underground Storage Tank Maintenance Fee, Sections 50101-50161, Health & Safety Code, Sections 25280-25299.96; Use Fuel Tax, Sections 8601-9355.

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

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

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

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

DISPLAY CONSPICUOUSLY AT PLACE OF BUSINESS FOR WHICH ISSUED

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 CONTRACT 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-OPLZ (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.

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

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

Executed in Duplicate

Bond #789263P

Premium: \$24,980.00

BOND FOR FAITHFUL PERFORMANCE

Premium is for contract term and is subject to adjustment based on final contract price

KNOW ALL MEN BY THESE PRESENTS: That we, MARK SAUER CONSTRUCTION, INC., as PRINCIPAL, and Developers Surety and Indemnity Company located at 17780 Fitch #200, Irvine, CA 92614, a corporation, incorporated under the laws of the State of Iowa, 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 NINE HUNDRED FORTY-THREE THOUSAND SIX HUNDRED THIRTY-SIX DOLLARS (\$1,943,636.00), lawful money of the United States of America, for the payment of which sum, well and truly to be made, we bind ourselves, our respective heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT:

WHEREAS, said Principal has been awarded and is about to enter the annexed contract (incorporated herein by this reference) with said City of Long Beach for the Improvement of Rancho Los Carritos Arroyo Restoration, Entryway, Visitors Center, Caretaker's Residence, Trash Enclosure & Driveway Slurry Coat and is required by said City to give this bond in connection with the execution of said contract;

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

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

IN WITNESS WHEREOF, the above-named Principal and Surety have executed, or caused to be executed, this instrument with all of the formalities required by law on this 21st day of December, 2009.

Mark Sauer Construction, Inc.
Contractor
By: [Signature]
Name: MARK SAUER
Title: President
By: [Signature]
Name: Charles Sauer
Title: Vice President

Developers Surety and Indemnity Company
SURETY, admitted in California
By: [Signature]
Name: Pamela McCarthy
Title: Attorney-in-Fact
Telephone: (800) 782-1546

Approved as to form this 19th day of January, 2010
ROBERT E. SHANNON, City Attorney
By: [Signature]
Deputy City Attorney

Approved as to sufficiency this 4 day of January, 2010
By: [Signature]
City Engineer

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

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

State of California

County of San Bernardino

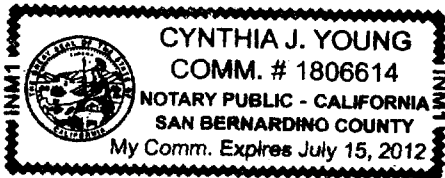
)
ss.

On December 21, 2009 before me, Cynthia J. Young, Notary Public

Name and Title of Officer (e.g., "Jane Doe, Notary Public")

Personally appeared Pamela McCarthy

Name(s) of Signer(s)



who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person 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.

Cynthia J. Young

Signature of Notary Public

OPTIONAL

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

Description of Attached Document

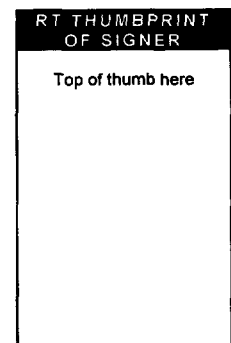
Title or Type of Document: _____
Document Date: _____ Number of Pages: _____
Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

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

Signer is Representing:



POWER OF ATTORNEY FOR
DEVELOPERS SURETY AND INDEMNITY COMPANY
INDEMNITY COMPANY OF CALIFORNIA
PO Box 19725, IRVINE, CA 92623 (949) 263-3300

KNOW ALL MEN BY THESE PRESENTS, that as except as expressly limited, DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA, do each, hereby make, constitute and appoint:

*****Jay P. Freeman, Pamela McCarthy, Susan C. Monteon, Frances Lefler, jointly or severally*****

as their true and lawful Attorney(s)-in-Fact, to make, execute, deliver and acknowledge, for and on behalf of said corporations, as sureties, bonds, undertakings and contracts of suretyship giving and granting unto said Attorney(s)-in-Fact full power and authority to do and to perform every act necessary, requisite or proper to be done in connection therewith as each of said corporations could do, but reserving to each of said corporations full power of substitution and revocation, and all of the acts of said Attorney(s)-in-Fact, pursuant to these presents, are hereby ratified and confirmed.

This Power of Attorney is granted and is signed by facsimile under and by authority of the following resolutions adopted by the respective Board of Directors of DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA, effective as of January 1st, 2008.

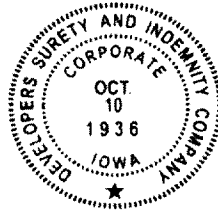
RESOLVED, that the chairman of the Board, the President and any Vice President of the corporation be, and that each of them hereby is, authorized to execute Powers of Attorney, qualifying the attorney(s) named in the Powers of Attorney to execute, on behalf of the corporations, bonds, undertakings and contracts of suretyship; and that the Secretary or any Assistant Secretary of the corporations be, and each of them hereby is, authorized to attest the execution of any such Power of Attorney;

RESOLVED, FURTHER, that the signatures of such officers may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures shall be valid and binding upon the corporations when so affixed and in the future with respect to any bond, undertaking or contract of suretyship to which it is attached.

IN WITNESS WHEREOF, DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA have severally caused these presents to be signed by their respective Vice President and attested by their respective Assistant Secretary this January 1st, 2008.

By: *Stephen T. Pate*
Stephen T. Pate, Senior Vice President

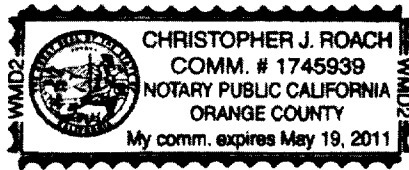
By: *Charles L. Day*
Charles L. Day, Assistant Secretary



State of California
County of Orange

On January 1st, 2008 before me, Christopher J. Roach, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Stephen T. Pate and Charles L. Day
Name(s) of Signer(s)



Place Notary Seal Above

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

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

WITNESS my hand and official seal.

Signature *Christopher J. Roach*
Christopher J. Roach

CERTIFICATE

The undersigned, as Assistant Secretary, of DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA, does hereby certify that the foregoing Power of Attorney remains in full force and has not been revoked, and furthermore, that the provisions of the resolutions of the respective Boards of Directors of said corporations set forth in the Power of Attorney, are in force as of the date of this Certificate.

This Certificate is executed in the City of Irvine, California, the 21 day of December 2009

By: *Albert Hillebrand*
Albert Hillebrand, Assistant Secretary

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of Riverside

On 22 December 2009 before me, J. Durham, Notary Public
(Here insert name and title of the officer)

personally appeared Mark Sauer

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

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

WITNESS my hand and official seal.

J. Durham
 Signature of Notary Public



(Notary Seal)

ADDITIONAL OPTIONAL INFORMATION

INSTRUCTIONS FOR COMPLETING THIS FORM

Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is to be recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.

DESCRIPTION OF THE ATTACHED DOCUMENT

Performance Bond
(Title or description of attached document)

City of Long Beach
(Title or description of attached document continued)

Number of Pages 3 Document Date 12/21/09

(Additional information)

CAPACITY CLAIMED BY THE SIGNER

Individual (s)

Corporate Officer,
President
(Title)

Partner(s)

Attorney-in-Fact

Trustee(s)

Other _____

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he/she/they~~, is /are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
 - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date.
 - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of Riverside

On 12 January 2010 before me, J. Durham, Notary Public
(Here insert name and title of the officer)

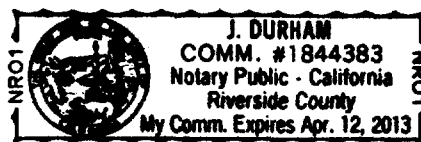
personally appeared Cheries Sauer

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) 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.

J. Durham
 Signature of Notary Public



(Notary Seal)

ADDITIONAL OPTIONAL INFORMATION

INSTRUCTIONS FOR COMPLETING THIS FORM

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 - ❖ Indicate title or type of attached document, number of pages and date.
 - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document

DESCRIPTION OF THE ATTACHED DOCUMENT	
<u>Performance Bond</u> <small>(Title or description of attached document)</small>	
<u>City of Long Beach</u> <small>(Title or description of attached document continued)</small>	
Number of Pages <u>3</u>	Document Date <u>12/2/09</u>
<small>(Additional information)</small>	

CAPACITY CLAIMED BY THE SIGNER	
<input type="checkbox"/> Individual (s)	
<input checked="" type="checkbox"/> Corporate Officer	<u>Vice President</u> <small>(Title)</small>
<input type="checkbox"/> Partner(s)	
<input type="checkbox"/> Attorney-in-Fact	
<input type="checkbox"/> Trustee(s)	
<input type="checkbox"/> Other	

Executed in Duplicate

Bond #789263P

Premium included in Performance Bond

LABOR AND MATERIAL BOND

KNOW ALL MEN BY THESE PRESENTS: That we, MARK SAUER CONSTRUCTION, INC., as PRINCIPAL, and Developers Surety and Indemnity Company, located at 17780 Fitch #200, Irvine, CA 92614, a corporation, incorporated under the laws of the State of California, 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 NINE HUNDRED FORTY-THREE THOUSAND SIX HUNDRED THIRTY-SIX DOLLARS (\$1,943,636.00), lawful money of the United States of America, for the payment of which sum, well and truly to be made, we bind ourselves, our respective heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT:

WHEREAS, said Principal has been awarded and is about to enter the annexed contract (incorporated herein by this reference) with said City of Long Beach for the Improvement of Rancho Los Cerritos Arroyo Restoration, Entryway, Visitors Center, Carstaker's Residence, Trash Enclosure & Driveway Blurry Coat 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 21st day of December, 2009.

Mark Sauer Construction, Inc.
Contractor

Developers Surety and Indemnity Company
SURETY, admitted in California

By: [Signature]
Name: Mark Sauer
Title: President

By: [Signature]
Name: Pamela McCarthy
Title: Attorney-in-Fact
Telephone: (800) 782-1546

By: [Signature]
Name: Cheris Sauer
Title: Vice President

Approved as to form this 19th day of January, 2010

Approved as to sufficiency this 4 day of January, 2010

ROBERT E. SHANNON, City Attorney
By: [Signature]
Deputy City Attorney

By: [Signature]
City Manager/City Engineer

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

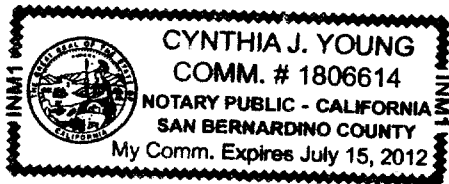
CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

State of California)
County of San Bernardino) ss.

On December 21, 2009 before me, Cynthia J. Young, Notary Public
Name and Title of Officer (e.g., "Jane Doe, Notary Public")

Personally appeared Pamela McCarthy
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person 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.

Cynthia J. Young

Signature of Notary Public

OPTIONAL

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

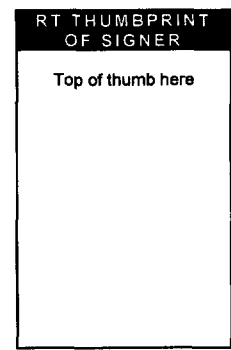
Description of Attached Document

Title or Type of Document: _____
Document Date: _____ Number of Pages: _____
Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

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



Signer is Representing: _____

POWER OF ATTORNEY FOR
DEVELOPERS SURETY AND INDEMNITY COMPANY
INDEMNITY COMPANY OF CALIFORNIA
PO Box 19725, IRVINE, CA 92623 (949) 263-3300

KNOW ALL MEN BY THESE PRESENTS, that as except as expressly limited, DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA, do each, hereby make, constitute and appoint:

Jay P. Freeman, Pamela McCarthy, Susan C. Monteon, Frances Lefler, jointly or severally

as their true and lawful Attorney(s)-in-Fact, to make, execute, deliver and acknowledge, for and on behalf of said corporations, as sureties, bonds, undertakings and contracts of suretyship giving and granting unto said Attorney(s)-in-Fact full power and authority to do and to perform every act necessary, requisite or proper to be done in connection therewith as each of said corporations could do, but reserving to each of said corporations full power of substitution and revocation, and all of the acts of said Attorney(s)-in-Fact, pursuant to these presents, are hereby ratified and confirmed.

This Power of Attorney is granted and is signed by facsimile under and by authority of the following resolutions adopted by the respective Board of Directors of DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA, effective as of January 1st, 2008.

RESOLVED, that the chairman of the Board, the President and any Vice President of the corporation be, and that each of them hereby is, authorized to execute Powers of Attorney, qualifying the attorney(s) named in the Powers of Attorney to execute, on behalf of the corporations, bonds, undertakings and contracts of suretyship; and that the Secretary or any Assistant Secretary of the corporations be, and each of them hereby is, authorized to attest the execution of any such Power of Attorney;

RESOLVED, FURTHER, that the signatures of such officers may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures shall be valid and binding upon the corporations when so affixed and in the future with respect to any bond, undertaking or contract of suretyship to which it is attached.

IN WITNESS WHEREOF, DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA have severally caused these presents to be signed by their respective Vice President and attested by their respective Assistant Secretary this January 1st, 2008.

By: Stephen T. Pate
Stephen T. Pate, Senior Vice President

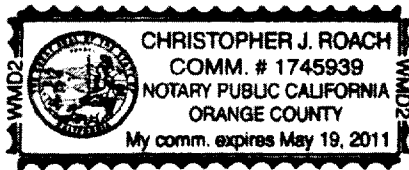
By: Charles L. Day
Charles L. Day, Assistant Secretary



State of California
County of Orange

On January 1st, 2008 before me, Christopher J. Roach, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Stephen T. Pate and Charles L. Day
Name(s) of Signer(s)



Place Notary Seal Above

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

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

WITNESS my hand and official seal.

Signature Christopher J. Roach
Christopher J. Roach

CERTIFICATE

The undersigned, as Assistant Secretary, of DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA, does hereby certify that the foregoing Power of Attorney remains in full force and has not been revoked, and furthermore, that the provisions of the resolutions of the respective Boards of Directors of said corporations set forth in the Power of Attorney, are in force as of the date of this Certificate.

This Certificate is executed in the City of Irvine, California, the 21 day of December 2009

By: Albert Hillebrand
Albert Hillebrand, Assistant Secretary

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of Riverside

On 22 December 2009 before me, J. Durham, Notary Public
(Here insert name and title of the officer)

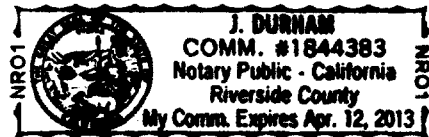
personally appeared Mark Sauer

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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.

J. Durham
 Signature of Notary Public



(Notary Seal)

ADDITIONAL OPTIONAL INFORMATION

INSTRUCTIONS FOR COMPLETING THIS FORM

Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is to be recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
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- Print the name(s) of document signer(s) who personally appear at the time of notarization.
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 - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document

<p>DESCRIPTION OF THE ATTACHED DOCUMENT</p> <p><u>Labor / Material Bond</u> <small>(Title or description of attached document)</small></p> <p><u>City of Long Beach</u> <small>(Title or description of attached document continued)</small></p> <p>Number of Pages <u>3</u> Document Date <u>12/21/09</u></p> <p style="text-align: center;"><small>(Additional information)</small></p>

<p>CAPACITY CLAIMED BY THE SIGNER</p> <p><input type="checkbox"/> Individual (s)</p> <p><input checked="" type="checkbox"/> Corporate Officer <u>President</u> <small>(Title)</small></p> <p><input type="checkbox"/> Partner(s)</p> <p><input type="checkbox"/> Attorney-in-Fact</p> <p><input type="checkbox"/> Trustee(s)</p> <p><input type="checkbox"/> Other _____</p>

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of Riverside

On 12 January 2010 before me, J. Durham, Notary Public
(Here insert name and title of the officer)

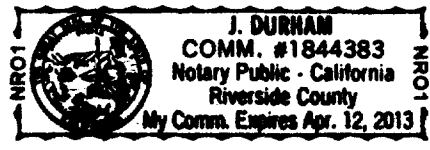
personally appeared Cherries Sauer

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

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

WITNESS my hand and official seal.

J. Durham
 Signature of Notary Public



(Notary Seal)

ADDITIONAL OPTIONAL INFORMATION

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- Securely attach this document to the signed document

DESCRIPTION OF THE ATTACHED DOCUMENT

Labor/ Material Bond
(Title or description of attached document)

City of Long Beach
(Title or description of attached document continued)

Number of Pages 3 Document Date 12/21/09

(Additional information)

CAPACITY CLAIMED BY THE SIGNER

Individual (s)

Corporate Officer
Vice President
(Title)

Partner(s)

Attorney-in-Fact

Trustee(s)

Other _____