

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

1 THREE-PARTY CONTRACT FOR WATER TOWER

2 **30167**

3 THIS CONTRACT is made and entered, in duplicate, as of August 15, 2006
4 for reference purposes only, pursuant to a minute order adopted by the City Council of the
5 City of Long Beach at its meeting on August 15, 2006, by and among the RANCHO LOS
6 CERRITOS FOUNDATION, a California nonprofit corporation, whose address is 4600
7 Virginia Road, Long Beach, CA 90807 ("Foundation"), MARK SAUER CONSTRUCTION,
8 INC., a California corporation ("Contractor"), whose address is 3696 Park Hill Drive,
9 Corona, CA 92881, and the CITY OF LONG BEACH, a municipal corporation ("City").

10 WHEREAS, pursuant to an Invitation to Bid dated May 23, 2006, bids were
11 received, publicly opened and declared on the date specified in the Invitation to Bid; and

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

13 WHEREAS, the City Council authorized the City Manager to enter a contract
14 with Contractor for the work described in Plans & Specifications No. R-4017;

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

17 1. SCOPE OF WORK. Contractor shall furnish all necessary labor,
18 supervision, tools, materials, supplies, appliances, equipment, and transportation for the
19 work described in Plans & Specifications No. R-4017 for the Rancho Los Cerritos Water
20 Tower and Tank Reconstruction, which work shall be performed according to the Contract
21 Documents identified below. However, this Contract is intended to provide to the City
22 complete and finished work and, to that end, Contractor shall do everything necessary to
23 complete the work, whether or not specifically described in the Contract Documents.

24 2. PRICE AND PAYMENT. A. As a gift to the City to relieve the City from
25 the responsibility for payment for the work, Foundation shall pay to Contractor the
26 amount(s) for materials and work identified in Contractor's bid for the work attached to this
27 Contract as Exhibit "A" and incorporated by this reference.

28 Contractor shall submit requests for progress payments to the City, who shall

1 promptly direct those requests to the Foundation, and Foundation will make payments in
2 accordance with Section 9 of the Standard Specifications for Public Works Construction
3 (latest edition).

4 Foundation shall deliver to the City a weekly statement identifying all
5 payments made to Contractor.

6 B. In addition to payment for the work and as an additional gift to the City,
7 Foundation is providing the services of an architect and structural engineer, both of whom
8 the Foundation has hired at its sole cost to work on the project, and is providing the lumber
9 necessary for the work. Contractor shall coordinate with Foundation for the delivery of the
10 lumber to the work site.

11 3. CONTRACT DOCUMENTS. The Contract Documents include: The
12 Notice Inviting Bids, Plans & Specifications No. R-4017 (which may include by reference
13 the Standard Specifications for Public Works Construction, latest edition, and any
14 supplements to that document, collectively the "Standard Specifications"); the City of Long
15 Beach Standard Plans; Plans and Drawings for this work; the California Code of
16 Regulations; the various Uniform Codes applicable to trades; the prevailing wage rates;
17 Instructions to Bidders; the Bid; the City of Long Beach Disadvantaged, Minority and
18 Women-owned Business Enterprise Program; this Contract and all documents attached
19 to the Contract or referenced in it including but not limited to insurance; Bond for Faithful
20 Performance; Payment Bond; Notice to Proceed; Notice of Completion; any addenda or
21 change orders issued in accordance with the Standard Specifications; any permits required
22 and issued for the work; approved final design drawings and documents; and the
23 Information Sheet. These Contract Documents are incorporated in this Contract by the
24 above reference and form a part of this Contract.

25 Notwithstanding Section 2-5.2 of the Standard Specifications, if any conflict
26 or inconsistency exists or develops among or between Contract Documents, the following
27 priority shall govern: 1) Change Orders; 2) this Contract; 3) permit(s) from other public
28 agencies; 4) Plans & Specifications No. R-4017; 5) Addenda; 6) Plans and Drawings; 7)

1 the City of Long Beach Standard Plans; 8) Standard Specifications; 9) other reference
2 specifications; 10) other reference plans; 11) the bid; and 12) the Invitation to Bid.

3 4. TIME FOR CONTRACT. Contractor shall commence work on a date to
4 be specified in a written "Notice to Proceed" from the City.

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

10 6. WORKERS' COMPENSATION CERTIFICATION. Concurrently with
11 delivery of this Contract to the City, Contractor shall submit certification of Workers'
12 Compensation coverage in accordance with California Labor Code Sections 1860 and
13 3700, a copy of which is attached to as Exhibit "B".

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

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

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

1 the City and the Foundation as an additional insureds.

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

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

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

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

24 If Contractor is prevented, in any manner, from strict compliance with the
25 Plans and Specifications due to any Federal or State law, rule, or regulation, in addition to
26 all other rights and remedies reserved to the parties City may by resolution of the City
27 Council suspend performance of the work until the cause of disability is removed, extend
28 the time for performance, make changes in the character of the work or materials, or

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1 terminate this Contract without liability to any party.

2 13. NOTICES. A. Any notice required by any Contract Document shall be
3 in writing and personally delivered or deposited in the U.S. Postal Service, first class,
4 postage prepaid, to Contractor and to the Foundation at the addresses first stated in the
5 Contract, and to the City at 333 West Ocean Boulevard, Long Beach, California 90802,
6 Attn: City Manager. Notice of change of address shall be given in the same manner as
7 stated for other notices. Notice shall be deemed given on the date deposited in the mail
8 or on the date personal delivery is made, whichever first occurs.

9 B. Except for stop notices, claims made under the Labor Code, and claims
10 for amounts to be withheld pursuant to Section 23 the City will notify Contractor when the
11 City receives any third party claims relating to this Contract in accordance with Section
12 9201 of the Public Contract Code. Foundation shall promptly give notice to the City if it
13 receives any third party claims.

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

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

26 16. CERTIFIED PAYROLL RECORDS. Contractor shall keep and cause
27 each subcontractor to keep an accurate payroll record in accordance with Division 2, Part
28 7, Article 2 of the California Labor Code. Contractor's failure to furnish such record to City

1 in the manner provided herein for notices shall entitle City to withhold the penalty
2 prescribed by law from progress payments due to Contractor.

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

11 18. CONTINUATION. Termination or expiration of this Contract shall not
12 terminate the rights or liabilities of any party which rights or liabilities accrued or existed
13 prior to termination or expiration of this Contract.

14 19. TAXES. Contractor shall be solely responsible for payment of all federal
15 and state taxes resulting from payments under this Contract.

16 20. ADVERTISING. Contractor shall not use the name of City, the
17 Foundation, their officers, or employees in any advertising or solicitation for business, nor
18 as a reference, without the prior approval of the City Manager or the chairman of the
19 Foundation, as the case may be.

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

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

27 23. WITHHOLDING OF PAYMENT. Foundation shall withhold payment to
28 Contractor if and when Foundation receives a document similar to or using the caption

1 "Stop Notice" from a subcontractor or on receipt of such document from the City.
2 Foundation shall withhold the amount identified in that document until ninety (90) days after
3 recordation of a Notice of Completion by the City or, if no Notice of Completion is filed, for
4 180 days after substantial completion of the work. With respect to any such document
5 received initially by Foundation rather than by the City, the Foundation shall also deliver
6 a copy of such document to the City.

7 Contractor shall inform all subcontractors that all claims to withhold amounts
8 for unpaid materials or labor must be filed with the Foundation and may be filed on a Stop
9 Notice form. **Contractor shall give a copy of this Section of the Contract to all**
10 **subcontractors.**

11 This procedure for withholding payment is intended to serve as a mechanism
12 to protect the rights of subcontractors to obtain payment for their work and materials in the
13 same fashion as a stop notice would protect those rights because the City will have no
14 funds against which a stop notice can accrue and no mechanic's lien can be placed
15 against City-owned property.

16 24. SUBCONTRACTORS. Contractor agrees to and shall bind every
17 subcontractor to the terms of this Contract provided, however, that nothing in this Contract
18 shall create any obligation on the part of City or the Foundation to pay any subcontractor
19 except in accordance with a court order in an action to obtain funds withheld under the
20 procedure described above. Failure of Contractor to comply with this Section or Section
21 23 shall be deemed a material breach of this Contract. A list of subcontractor(s) submitted
22 by Contractor in compliance with Public Contract Code Sections 4100 et seq. is attached
23 as Exhibit "D" and incorporated by this reference.

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

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

4 27. INTEGRATION. This Contract, including the Contract Documents
5 identified in Section 3, constitutes the entire understanding among the parties and
6 supersedes all other agreements, oral or written, with respect to the subject matter in the
7 Contract.

8 28. NONDISCRIMINATION. In connection with performance of this Contract
9 and subject to federal laws, rules and regulations, Contractor shall not discriminate in
10 employment or in the performance of this Contract on the basis of race, religion, national
11 origin, color, age, sex, sexual orientation, AIDS, HIV status, handicap, or disability.

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

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

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

MARK SAUER CONSTRUCTION, INC., a California corporation

9/5/06, 2006

By [Signature]
President

MARK SAUER
(Type or Print Name)

9-12-06, 2006

By [Signature]
Secretary

Cheris Sauer
(Type or Print Name)

"Contractor"

RANCHO LOS CERRITOS FOUNDATION, a California nonprofit corporation

9/21/, 2006

By [Signature]
President

9-22, 2006

By [Signature]
Secretary

"Foundation"

CITY OF LONG BEACH, a municipal corporation

10-19, 2006

By [Signature]
City Manager

"City"

This Contract is approved as to form on 10/11, 2006.

ROBERT E. SHANNON, City Attorney

By [Signature]
Senior Deputy

EXHIBIT "A"



City of Long Beach
 City Purchasing Agent
 333 W. Ocean Blvd./Plaza Level
 Long Beach, CA 90802

INVITATION TO BID

THIS IS NOT AN ORDER

PAGE: 01

SUBMIT BID TO:
 BUYER: PEGGY L CHAMBERS
 PURCHASING DIVISION
 333 WEST OCEAN BLVD PLAZA LEVEL
 LONG BEACH CA 90802

PRINT DATE: 05/23/2006
 REQUEST NO.: ITLB06000063
 BIDS MUST BE RECEIVED BY:
 06/27/06 TIME: 02:00 PM

VENDOR NAME: **Mark Bauer Construction, Inc.**
 ADDRESS: **36% Park Hill Dr.
 Corona, CA 92881**

DELIVERY: _____ DAYS ARO
 (DELIVERY IN CALENDAR DAYS)

FOR INFORMATION, CALL: PEGGY L CHAMBERS
 (NO COLLECT CALLS) (562)-570-6363 EXT-
 SPEC CONTACT: E CALOMIRIS OR S IVERSON (562) 570-1755

IMPORTANT: LONG BEACH, DISADVANTAGED, MINORITY, AND WOMEN-OWNED BUSINESSES ARE ENCOURAGED TO RESPOND TO THIS SOLICITATION

0001 906-48

HISTORIC RECONSTRUCTION OF THE WOODEN WATER TOWER AND TANK AT RANCHO LOS CERRITOS HISTORIC SITE. REMOVAL OF NON-HISTORIC STRUCTURE AND SALVAGE OF ORIGINAL MEMBERS TO BE USED AS A MODEL FOR THE RECONSTRUCTION. CONTRACTOR SHALL DOCUMENT THE EXISTING CONDITION WITH MEASURED DRAWINGS AND PHOTOGRAPHS PRIOR TO CONSTRUCTION. CONTRACTOR SHALL BASE THE RECONSTRUCTION ON THE 1930S HISTORICAL PHOTOGRAPHS, NOT THE EXISTING CONSTRUCTION OR MODERN PHOTOGRAPHS. THE NEW TANK WILL NOT STORE WATER.

REFER TO ATTACHED PLANS AND SPECIFICATIONS.

COST TO REMOVE AND RECONSTRUCT WATER TOWER IN ACCORDANCE WITH ATTACHED PLANS AND SPECIFICATIONS: \$ 48,486.00

QUESTIONS SHALL BE DIRECTED TO ELLEN CALOMIRIS OR STEPHEN IVERSON AT 562-570-1755.

JOB-WALK WILL BE HELD ON JUNE 6, 2006 AT 10AM AT THE RANCHO (RANCHO LOS CERRITOS, 4600 VIRGINA ROAD, LONG BEACH CA 90807).

SPECIAL QUALIFICATIONS
 CONSTRUCTION FIRM SHALL HAVE A MINIMUM OF THREE (3) YEARS EXPERIENCE
 CONTINUED, NEXT PAGE

WORKING WITH THE SECRETARY OF THE INTERIOR'S STANDARDS FOR HISTORIC PRESERVATION PROJECTS AND PROVIDE A LIST OF AT LEAST TWO RECENT PROJECTS WHERE THEY APPLIED THE STANDARDS. LIST SHALL INCLUDE THE NAME OF THE HISTORIC SITE PLUS A CONTACT NAME AND TELEPHONE NUMBER FOR EACH PROJECT; LIST SHALL BE SUBMITTED WITH THE BID.

SPECIAL REQUIREMENTS

OWNER, CONTRACTOR AND RANCHO LOS CERRITOS FOUNDATION WILL SIGN A THREE-WAY CONTRACT AS PARTNERS FOR THIS PROJECT.
INVOICES WILL BE PAID BY THE RANCHO LOS CERRITOS FOUNDATION.
OWNER AND RANCHO LOS CERRITOS FOUNDATION RESERVE THE RIGHT TO REJECT ALL BIDS IF COST EXCEEDS EXISTING RESOURCES.
LUMBER FURNISHED BY OWNER; CONTRACTOR RESPONSIBLE FOR LUMBER ORDER AND COORDINATION OF DELIVERY.
OWNER RESPONSIBLE FOR ARRANGING STRUCTURAL OBSERVATION.
WORK SHALL GENERALLY BE PERFORMED BETWEEN 7 AM AND 5:30 PM MONDAY THRU FRIDAY; SITE TO REMAIN OPEN DURING CONSTRUCTION.

INSURANCE REQUIREMENTS:
SUCCESSFUL BIDDER SHALL OBTAIN AND MAINTAIN AT ITS EXPENSE, UNTIL COMPLETION OF PERFORMANCE AND ACCEPTANCE BY CITY, FROM AN INSURER ADMITTED IN CALIFORNIA OR WITH A RATING OF, OR EQUIVALENT TO, A:VIII BY BEST'S UNLESS WAIVED IN WRITING BY CITY'S PURCHASING AGENT, THE FOLLOWING INSURANCE:

A. COMPREHENSIVE GENERAL LIABILITY:

NAMING CITY, ITS OFFICIALS, EMPLOYEES AND AGENTS AS ADDITIONAL INSURED FOR INJURY TO OR DEATH OF PERSONS OR DAMAGE TO OR LOSS OF PROPERTY ARISING FROM OR CONNECTED TO VENDOR'S PERFORMANCE HERE-UNDER \$1,000,000 COMBINED SINGLE LIMIT FOR EACH OCCURENCE AND \$2,000,000 GENERAL AGGREGATE.

B. AUTOMOBILE LIABILITY:

\$500,000 COMBINED SINGLE LIMIT PER ACCIDENT FOR BODILY INJURY AND PROPERTY DAMAGE COVERING OWNED, NON-OWNED AND HIRED VEHICLES.

C. WORKERS' COMPENSATION:

AS REQUIRED BY CALIFORNIA LABOR CODE.

SELF-INSURANCE OF SELF-INSURED RETENTION MUST BE APPROVED IN WRITING BY CITY AND PROTECT CITY IN THE SAME MANNER AND EXTENT AS IF THE POLICIES HAD NOT CONTAINED RETENTION. EACH POLICY MUST BE ENDORSED
CONTINUED, NEXT PAGE

TO STATE THAT COVERAGE SHALL NOT BE CANCELLED BY EITHER PARTY OR REDUCED IN COVERAGE EXCEPT AFTER 30 DAYS' PRIOR WRITTEN NOTICE TO CITY. VENDOR MUST FURNISH TO CITY BEFORE PERFORMANCE CERTIFICATES OF INSURANCE AND ORIGINAL ENDORSEMENTS, WITH THE ORIGINAL SIGNATURE OF ONE AUTHORIZED BY THE INSURER TO BIND COVERAGE ON ITS BEHALF, FOR APPROVAL AS TO SUFFICIENCY AND FORM. THIS INSURANCE SHALL NOT BE DEEMED TO LIMIT VENDOR'S LIABILITY HEREUNDER.

*** GENERAL CONDITIONS ***

BUSINESS LICENSE REQUIREMENTS:

IN ACCORDANCE WITH MUNICIPAL CODE (SECTION 3.80.210) A BUSINESS LICENSE IS REQUIRED UNDER THE FOLLOWING CONDITIONS:

- A) IF YOU ARE PROVIDING A SERVICE IN LONG BEACH;
- B) IF YOU ARE PROVIDING AND DELIVERING A PRODUCT IN LONG BEACH.
(IF A THIRD PARTY DELIVERS THE PRODUCT, A BUSINESS LICENSE IS NOT REQUIRED.)

FOR MORE INFORMATION, CONTACT THE BUSINESS LICENSE SECTION AT 562-570-6211.

** LONG BEACH BUSINESS LICENSE NUMBER: _____
(REQUIRED UPON NOTIFICATION OF AWARD)

INTER-AGENCY PARTICIPATION:

IF OTHER AGENCIES EXPRESS AN INTEREST IN PARTICIPATING IN THIS BID, WOULD YOU SUPPLY THE SAME ITEMS? YES () NO (X)

(IF YES, ANY AGENCY ELECTING TO PARTICIPATE IN THIS BID WILL ORDER ITS OWN REQUIREMENTS WITHOUT REGARD TO THE CITY OF LONG BEACH. THE CITY OF LONG BEACH ASSUMES NO LIABILITY OR PAYMENT GUARANTEE ON ANY UNITS SOLD TO PARTICIPATING AGENCIES.)

AMERICANS WITH DISABILITIES ACT:

CONTRACTOR SHALL HAVE AND BE ALLOCATED THE SOLE RESPONSIBILITY TO COMPLY WITH THE AMERICANS WITH DISABILITIES ACT OF 1990 ("ADA") WITH RESPECT TO PERFORMANCE HEREUNDER AND CONTRACTOR SHALL DEFEND, INDEMNIFY AND HOLD THE CITY, ITS OFFICIALS AND EMPLOYEES HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS OF FAILURE TO COMPLY WITH OR VIOLATION OF THE ADA AS SAID CLAIM RELATES TO THIS CONTRACT.

AWARD INFORMATION:

CITY'S PURCHASES OF GOODS AND SERVICES ARE BASED ON THE CITY'S ACTUAL CONTINUED, NEXT PAGE

NEEDS AND REQUIREMENTS. THE CITY IS OBLIGATED UNDER THIS CONTRACT/ PURCHASE ORDER TO PURCHASE AND PAY FOR ONLY THOSE GOODS AND SERVICES THAT THE CITY NEEDS AND REQUIRES, AND THAT THE CITY ACTUALLY ORDERS AND RECEIVES. ANY DOLLAR AMOUNT IDENTIFIED AS A "NOT TO EXCEED" AMOUNT IN ANY CITY DOCUMENT IS NOT A GUARANTEED PAYMENT AMOUNT TO ANY VENDOR OR SERVICE PROVIDER. FURTHERMORE, THE CITY MAY DETERMINE THAT ITS NEEDS AND REQUIREMENTS MAY BE MET BY CITY LABOR OR BY A SECOND VENDOR OR SERVICE PROVIDER, EVEN AFTER AN AWARD IS MADE TO ONE VENDOR OR SERVICE PROVIDER. AN AWARD IS NOT A PROMISE OR GUARANTEE OF EXCLUSIVITY.

 BASIS OF AWARD OF CONTRACT: WITHOUT LIMITING THE POWER AND AUTHORITY WITH WHICH IT IS VESTED, THE CITY SHALL BE THE SOLE AUTHORITY IN DETERMINING THE LOWEST RESPONSIBLE BIDDER, TAKING INTO CONSIDERATION THE BIDDER'S EXPERIENCE, REFERENCES, EQUIPMENT, FACILITY, OPERATIONS, QUALITY, FITNESS, CAPACITY AND ADAPTABILITY IN RESPECT TO THE REQUIREMENTS OF THE SPECIFICATIONS FOR THE SERVICES PROPOSED. BID COMPLETENESS, CLARITY, ACCURACY, AND COMPLIANCE WITH CITY REQUIREMENTS SHALL ALSO BE DETERMINING FACTORS OF AWARD.

 DISCOUNTS:
 DISCOUNTS OFFERED FOR PAYMENT WITHIN 14 DAYS OR LESS WILL NOT BE CONSIDERED WHEN EVALUATING BIDS. THE BIDDER OFFERS AND AGREES TO FURNISH THE ABOVE ARTICLES AND/OR SERVICES, AT THE PRICES AND TERMS STATED SUBJECT TO THE INSTRUCTIONS AND CONDITIONS ON THE REVERSE SIDE HEREOF. THIS OFFER SHALL BECOME A BINDING CONTRACT ON ACCEPTANCE BY THE CITY PURCHASING AGENT.

UNIT PRICE INCREASES WILL NOT BE ALLOWED DURING ANY TWELVE (12) MONTH CONTRACT PERIOD. DISCOUNTS ALLOWED, IF ANY, OFF MANUFACTURER'S CATALOGS AND/OR PRICE LISTS SHALL NOT BE DECREASED BUT MAY BE INCREASED FOR THE DURATION OF THE CONTRACT.

 THE CITY OF LONG BEACH IS COMMITTED TO PROVIDE MAXIMUM OPPORTUNITIES FOR DISADVANTAGED, MINORITY, WOMEN, LONG BEACH AND OTHER BUSINESS ENTERPRISES (DBES, MBES, WBS, LBES AND OBES) TO COMPETE SUCCESSFULLY IN SUPPLYING OUR NEEDS FOR PRODUCTS AND SERVICES.

 STATUS OF OWNERSHIP:
 TO ASSIST THE PURCHASING DIVISION IN OBTAINING RECORDS OF THE CITY'S OUTREACH TO MINORITY-OWNED OR WOMAN-OWNED BUSINESS ENTERPRISES (MBE/WBE), BIDDER SHALL COMPLETE THE FOLLOWING (ANSWERS ARE OPTIONAL, AND FAILURE TO ANSWER WILL NOT DISQUALIFY BID):

CONTINUED, NEXT PAGE

COMPOSITION OF OWNERSHIP (MORE THAN 51%):

ETHNIC FACTORS OF OWNERSHIP:

BLACK () AMERICAN INDIAN ()
 HISPANIC () OTHER NON-WHITE ()
 ASIAN () CAUCASIAN (X)

NON-ETHNIC FACTORS OF OWNERSHIP: MALE () FEMALE ()

HAS FIRM PREVIOUSLY BEEN CERTIFIED AS A MBE/WBE BY ANY OTHER AGENCY:

YES () NO (X)
 YES () NO (X)

IS FIRM CERTIFIED AS DISADVANTAGED BUSINESS? YES () NO (X)

IF YES, NAME OF CERTIFYING AGENCY:

MBE/WBE SUBCONTRACTORS (COMPLETE ONLY IF SUBCONTRACTORS WILL BE USED):
 THE FOLLOWING MINORITY- OR WOMAN-OWNED SUBCONTRACTORS ARE TO BE
 UTILIZED TO PROVIDE EQUIPMENT, MATERIAL, SUPPLIES AND/OR SERVICES
 FOR THIS BID REQUIREMENT:

COMPANY NAME: _____
 ADDRESS: _____
 CITY/STATE/ZIP: _____

COMMODITY/SERVICE PROVIDED: _____

CIRCLE APPROPRIATE DESIGNATION: MBE WBE

COMPOSITION OF OWNERSHIP (MORE THAN 51%):

ETHNIC FACTORS OF OWNERSHIP:

BLACK () AMERICAN INDIAN ()
 HISPANIC () OTHER NON-WHITE ()
 ASIAN () CAUCASIAN ()

NON-ETHNIC FACTORS OF OWNERSHIP:

MALE () FEMALE ()

DOLLAR VALUE (OR ESTIMATE) OF SUBCONTRACTOR PARTICIPATION: \$ _____

BID RECEIPT: PLEASE INDICATE BELOW HOW YOU OBTAINED INFORMATION ON
 THIS BID (CHECK ALL THAT APPLY):

- RECEIVED BID NOTICE IN MAIL.....
- DOWNLOADED FROM THE INTERNET..... X
- WAS INFORMED BY DIVERSITY OUTREACH OFFICER... X
- OBTAINED INFO FROM PURCHASING HOTLINE.....
- OBTAINED INFO FROM A CITY NETWORKING SESSION.....
- OBTAINED BID FROM PURCHASING COUNTER.....
- SAW ADVERTISEMENT.....
- RECEIVED EMAIL FROM BIDS ONLINE..... X

CONTINUED, NEXT PAGE

ITLB06000063

DUE DATE: 06/27/06

PAGE: 06

OTHER _____

SUMMARY OF ADDRESSES ON ITB

SHIPPING ADDR CODE: PRSHS

DEPT OF PARKS, RECREATION, MARINE
2760 STUDEBAKER ROAD
LONG BEACH CA 90815

SIGNATURE OF OWNER OR OFFICER: 

PRINT NAME AND TITLE OF SIGNER:

MARK SAUER PRESIDENT

DATE:

6/26/06

FEDERAL TAX ID OR SSN:

33-0689640

TELEPHONE:

951 279-4245

FAX:

951 279-5917

***** LAST PAGE *****

Mark Sauer Construction

3696 Park Hill Dr.

Corona, CA 92881

-Mark Sauer Construction, Inc.-

3696 Park Hill Dr.

Corona, California 92881

(909) 279-4245 (909) 279-5917 fax

E-mail: contact@msauer.com Web Site: www.msauer.com

California State License # 500572 B (exp. date 5/31/04)

EXPERIENCE

Listed are five comparable projects, at least three have been completed within the last five years (two may be projects currently underway). Two additional projects have been provided to show the range of work executed by MSC.

1. Project Name: **Phillips Mansion Plaster Restoration**

Street Address: 2640 W. Pomona Blvd.

City, State, Zip: Pomona Ca.

Contract Value: \$83,003.00 (Completed 03/01)

Owner or Owner's Representative: City of Pomona

Contact Name: Richie Dimalanta

Telephone Number: 909 620-2252

Architect: Milford Wayne Donaldson FAIA

Contact Name: Gregory Roberson

Telephone Number: 619 239-7888

Structural Engineer: N/AI

Contact:

Telephone Number:

2. Project Name: **Pilgrim Congregational Church**

Street Address: 600 N. Garey

City, State, Zip: Pomona, Ca. (Completed 6/95)

Contract Value: \$600,000.00 (phase #1) \$175,000.00 (phase #2)

Owner or Owner's Representative: Pilgrim Church

Contact Name: George Baird

Telephone Number: 909 623-4777

Architect: JKA

Contact Name: Todd Clark (Western University Campus Architect)

Telephone Number: 909 469-5473

Structural Engineer: Kariotis and Asso.

Contact: John Jr.

Telephone Number: 626 355-4184

3. **Project Name: San Gabriel Mission**
Street Address: 537 West Mission Dr.
City, State, Zip: San Gabriel, Ca.
Contract Value: \$900,000.00 (Completed 6/96)
Owner or Owner's Representative: Helen Nelson, Mission Curator
Contact Name: Helen Nelson
Telephone Number: 626 457-3048

Architect: Melvyn Green & Asso.
Contact Name: Mel Green
Telephone Number: 310 792-9252
Structural Engineer: Melvyn Green & Asso
Contact: Mel Green
Telephone Number: 310 792-9252
4. **Project Name: Rancho Los Alamitos**
Street Address: 6400 Bixby Hill Dr.
City, State, Zip: Long Beach, Ca.
Contract Value: \$75,000.00 (Completed 12/96)
Owner or Owner's Representative: Pamela Seager, Rancho Los Alamitos Foundation
Contact Name: Pamela Seager
Telephone Number: 310 431-3541

Architect: Architectural Resources Group
Contact Name: Paul Nachtsheim
Telephone Number: 415 421-1680
Structural Engineer: Architectural Resources Group
Contact: Paul Nachtsheim
Telephone Number: 415 421-1680
5. **Project Name: Friendship Baptist Church**
Street Address: 80 West Dayton
City, State, Zip: Pasadena, Ca.
Contract Value: \$1,200,000.00 (Completed 12/99)
Owner or Owner's Representative: Ron Lewis, Friendship Church
Contact Name: Ron Lewis
Telephone Number: 310 677-9155

Architect: M2A
Contact Name: Tom Michali
Telephone Number: 323 464-0600
Structural Engineer: Mike Krakower & Asso.
Contact: Mike Krakower
Telephone Number: 626 355-6088

6. **Project Name: CalTrans Orange County Freeway Panel Installation**
Address: 12 locations along Orange Co. freeway system
Contract Value: \$120,000
Owner: State of California
Contact Name: Mike Grokie
Telephone Number: 949 240-0217

7. **Project Name: Hospital Hazard Mitigation Project**
Address: 3 facilities in Covina Ca.
Contract Value: \$98,130
Contact Name: D.C. Carlson Questar Engineering
Telephone Number: 626 813-2959

On going repair, maintenance, and construction services for Citrus Valley Health Partners.

Additional Contact: Bob James, Plant Operations. 626 938-7598

-Mark Sauer Construction, Inc.-

3696 Park Hill Drive Corona, California 92881-8438
(951) 279-4245 (951) 279-5917 fax e-mail marksauerconstruction@comcast.net

www.msauer.com

California State Contractors License # 500572 B
Small Business Certification # 0035176

H i s t o r i c P r o j e c t s

Projects Completed on the Register for Historic Places

1. Casa De La Guerra. Santa Barbara, California 1991
2. Barbara Greenwood Kindergarten Bungalow. Pomona, California. 1996
3. Yorba-Slaughter Adobe. County of San Bernardino, California. 1992
4. Woman's Improvement Club of Corona. Corona, California. 1994
5. Orena Adobe. Santa Barbara, California. 1992
Santa Barbara Bldg. Dept. Special Case Study
6. Pacific Electric Substation #14. Santa Ana, California. 1993
7. Rancho Sante Fe Irrigation Dist. Office. Rancho Santa Fe, California. 1994
8. Serrano Adobe. Lake Forest, California. 1995
9. Guajome Ranch. Vista, California. 1996
10. San Gabriel Mission. San Gabriel, California. 1997

Calif. Preservation Foundation Design Award

- | | |
|---|------|
| 11. Rancho Los Cerritos. Long Beach, California. | 1996 |
| 12. Rancho Los Alamitos. (Chimney Project) Long Beach, California. | 1996 |
| 13. Strathearn Adobe. Simi Valley, California. | 1996 |
| 14. Reyes Adobe. (House Repairs) Agoura Hills, California. | 1997 |
| 15. Virginia Robinson Gardens. Beverly Hills, Ca. | 1999 |
| 16. Phillips Mansion. Pomona California | 2001 |
| 17. Friendship Baptist Church. Pasadena, California. | 2000 |
| <i>Calif. Preservation Foundation Design Award</i> | |
| <i>2000 L.A. Conservancy Preservation Award</i> | |
| 18. Leo Carrillo Ranch. Vista, California. | 2002 |
| 19. Sikes Adobe Farmhouse. San Diego, California | 2003 |
| 20. Reyes Adobe (Barn Project) Agoura Hills, California. | 2004 |
| 21. Rancho Los Alamitos. (Foundation Project) Long Beach California | 2004 |
| 22. Breed Street Shul. Los Angeles, California. | 2004 |
| 23. Warner's Ranch. Warner Springs, California | 2005 |

Projects Completed on Local Historic Places

- | | |
|--|------------------|
| 1. Fritz Building. Gas Lamp Quarter, San Diego, California.
<i>San Diego Redevelopment Award</i> | 1990 |
| 2. Banning Park Cottage. Wilmington, California. | 1987 |
| 3. Jameson Adobe. Corona, California. | 1994 |
| 4. Connelly Adobe. Riverside, California. | 1993 |
| 5. Pilgrim Congregation Church. Pomona, California. | 1994+1995 |
| 6. Bud's Bike Shop. Claremont, California. | 1995 |
| 7. Oceanside Welcome Wall Arches. Oceanside, California | 2004 |
| 8. Currier House, Pomona, California | 2004 |
| 9. La Jolla Taj Mahal. La Lolla, California | Current |

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 SARKIS CONSTRUCTION INC

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

[Handwritten Signature]

Title:

PRESIDENT

Date:

9/5/06

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: 46-009564-01-02
- B. Name of Insurer (NOT Broker): CALIFORNIA INS. CO.
- C. Address of Insurer: _____
- D. Telephone Number of Insurer: 877-234-4470

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

- A. VIN (Vehicle Identification Number): _____
- B. Automobile Liability Insurance Policy Number: AC11015443
- C. Name of Insurer (NOT Broker): MERCURY CASUALTY CO.
- D. Address of Insurer: _____
- E. Telephone Number of Insurer: 888 716-2006

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

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

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

6) Dates (or schedule) when those wages will be paid: 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: 0
(Attach a list of contractor's license numbers with the names, if known)


8) Taxpayer's Identification Number: 

EXHIBIT 'D'

Per the bid paperwork dated June 26, 2006, Mark Sauer Construction, Inc., a California Corporation, shall be the sole contractor for the water tower reconstruction project at Rancho Los Cerritos Historic Site.



License Detail

CALIFORNIA CONTRACTORS STATE LICEN

Contractor License # 500572

DISCLAIMER

A license status check provides information taken from the CSLB license data base. Before on this information, you should be aware of the following limitations:

- CSLB complaint disclosure is restricted by law (B&P 7124.6). If this entity is subject to complaint disclosure, a link for complaint disclosure will appear below. Click on the link button to obtain complaint and/or legal action information.
- Per B&P 7071.17, only construction related civil judgments reported to the CSLB are disclosed.
- Arbitrations are not listed unless the contractor fails to comply with the terms of the arbitration.
- Due to workload, there may be relevant information that has not yet been entered on the Board's license data base.

Extract Date: **10/16/2006**

***** Business Information *****

MARK SAUER CONSTRUCTION INC
 3696 PARK HILL DRIVE
 CORONA, CA 92881-8438
 Business Phone Number: (909) 279-4245

Entity: **Corporation**

Issue Date: **10/27/1986** Reissue Date: **05/20/1996** Expire Date: **05/31/2008**

***** License Status *****

This license is current and active. **All information below should be reviewed.**

***** Classifications *****

Class	Description
B	GENERAL BUILDING CONTRACTOR

***** Bonding Information *****

CONTRACTOR'S BOND: This license filed Contractor's Bond number **639573** in the amount of **\$10,000** with the bonding company

SURETY COMPANY OF THE PACIFIC.

Effective Date: **01/01/2004**

Contractor's Bonding History

BOND OF QUALIFYING INDIVIDUAL(1): The Responsible Managing Officer (RMO) M. FREDERIC SAUER certified that he/she owns 10 percent or more of the voting stock/equity corporation. A bond of qualifying individual is **not** required.

Effective Date: **05/20/1996**

*** * * Workers Compensation Information * * ***

This license has workers compensation insurance with the
CALIFORNIA INSURANCE COMPANY

Policy Number: **460095640102** Effective Date: **06/01/2006** Expire Date: **06/01/2007**

Workers Compensation History

*** * * Miscellaneous Information * * ***

Date	Description
05/20/1996	LICENSE REISSUED TO ANOTHER ENTITY

Personnel List

License Number Request

Contractor Name Request

Personnel Name Request

Salesperson Request

Salesperson Name Request

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EXECUTED IN TRIPLICATE

BOND #736916P
PREMIUM: \$1,212.00

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 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, CALIFORNIA, a municipal corporation, in the sum of FORTY EIGHT THOUSAND FOUR HUNDRED EIGHTY SIX DOLLARS (\$48,486), 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 Reconstruction of the Historic Water Tower and Tank at Rancho Los Cerritos 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 25TH day of AUGUST, 2006.

MARK SAUER CONSTRUCTION, INC.

DEVELOPERS SURETY AND INDEMNITY COMPANY

CONTRACTOR/PRINCIPAL

SURETY, admitted in California

By: [Signature]

By: [Signature]

Name: MARK SAUER

Name: PAMELA MCCARTHY

Title: PRESIDENT

Title: ATTORNEY-IN-FACT

By: [Signature]

Telephone: (800) 782-1546

Name: Cheris Sauer

Title: Sec.

Approved as to form this 11th day
of Oct., 2006.

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

ROBERT E. SHANNON, City Attorney

By: [Signature]

Senior Deputy

By: [Signature]

City Manager/City Engineer

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

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

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

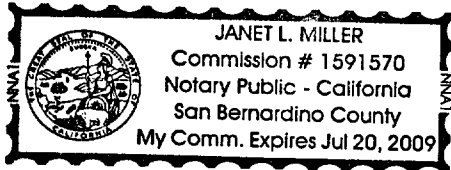
State of California)
County of San Bernardino) ss.

On AUGUST 25, 2006 before me, Janet L. Miller, Notary Public
Name and Title of Officer (e.g., "Jane Doe, Notary Public")

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

- personally known to me
- proved to me on the basis of satisfactory evidence

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



WITNESS my hand and official seal.

Janet L. Miller
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

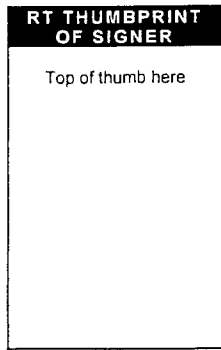
Title or Type of Document: _____
Document Date: _____ Number of Pages: _____
Signer(s) Other Than Named Above: _____

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: _____



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Riverside } ss.

On 9-05-2006, before me, Alex Torreblanca Notary Public
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared Mark Saver
Name(s) of Signer(s)

personally known to me

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.



Place Notary Seal Above

WITNESS my hand and official seal.

[Signature]
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: _____

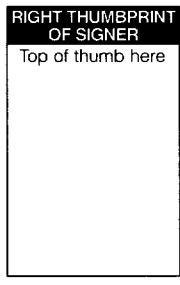
Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

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



Signer Is Representing: _____

Signer's Name: _____

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



Signer Is Representing: _____

BOND FOR FAITHFUL PERFORMANCE

KNOW ALL MEN BY THESE PRESENTS: That we, MARK SAUER CONSTRUCTION, INC., as PRINCIPAL, and _____, located at _____, 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, CALIFORNIA, a municipal corporation, in the sum of FORTY EIGHT THOUSAND FOUR HUNDRED EIGHTY SIX DOLLARS (\$48,486), 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 Reconstruction of the Historic Water Tower and Tank at Rancho Los Cerritos 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 6th day of April, 2007.

MARK SAUER CONSTRUCTION, INC
CONTRACTOR/PRINCIPAL

SURETY, admitted in California

By: _____

By: SARAI TORREBLANCA

Name: MARK SAUER

Name: _____

Title: Pres

Title: _____

By: _____

Telephone: _____

Name: Cheris Sauer

Title: Vice President

Approved as to form this 26th day
of April, 2007

Approved as to sufficiency this 1 day
of May, 2007

ROBERT E. SHANNON, City Attorney

By: Doug J. Anderson

Deputy

By: _____

City Manager/Deputy Engineer

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

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

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Riverside

On April 4, 2010 before me, Sarah Torrealanca, Notary Public

personally appeared Mark Sauer & Cheri Sauer

personally known to me

(or proved to me on the basis of satisfactory evidence)

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



WITNESS my hand and official seal.

Place Notary Seal Above

SARAH TORREALANCA
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: Bond for Faithful Performance

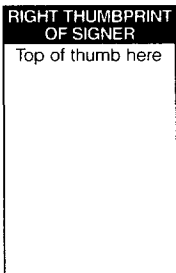
Document Date: Number of Pages: 1

Signer(s) Other Than Named Above:

Capacity(ies) Claimed by Signer(s)

Signer's Name:

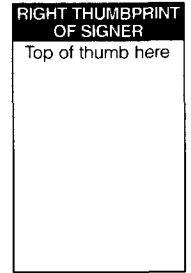
- Individual
- Corporate Officer — Title(s):
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other:



Signer Is Representing:

Signer's Name:

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



Signer Is Representing:

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, CALIFORNIA, a municipal corporation, in the sum of FORTY EIGHT THOUSAND FOUR HUNDRED EIGHTY SIX DOLLARS (\$48,486), 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 Reconstruction of the Historic Water Tower and Tank at Rancho Los Cerritos and is required by law and by said City to give this bond in connection with the execution of said contract;

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

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

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

IN WITNESS WHEREOF, the above named Principal and Surety have executed, or caused to be executed, this instrument with all of the formalities required by law on this 25th day of AUGUST, 2006.

MARK SAUER CONSTRUCTION, INC.
CONTRACTOR/PRINCIPAL

By: [Signature]
Name: MARK SAUER
Title: PRESIDENT

By: [Signature]
Name: Cheris Sauer
Title: Sec.

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 11th day of Oct., 2006.

ROBERT E. SHANNON, City Attorney

By: [Signature]
Senior Deputy

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

By: [Signature]
City Manager/City Engineer

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

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

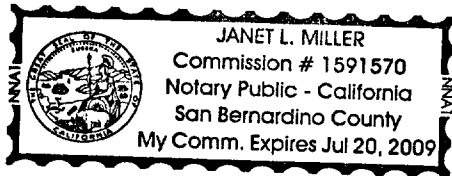
State of California)
County of San Bernardino) ss.

On AUGUST 25, 2006 before me, Janet L. Miller, Notary Public
Name and Title of Officer (e.g., "Jane Doe, Notary Public")

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

- personally known to me
- proved to me on the basis of satisfactory evidence

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



WITNESS my hand and official seal.

Janet L. Miller
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

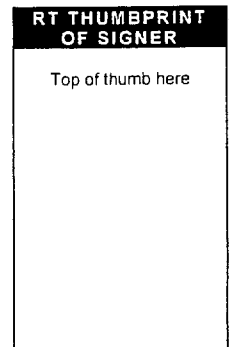
Title or Type of Document: _____
Document Date: _____ Number of Pages: _____
Signer(s) Other Than Named Above: _____

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:

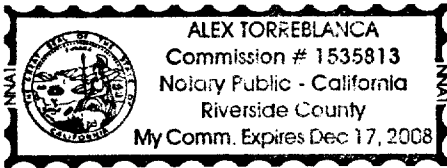


CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Riverside } ss.

On 9-05-06, before me, Alex Torreblanca, Notary Public
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")
personally appeared Mark Sawyer,
Name(s) of Signer(s)



personally known to me

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

WITNESS my hand and official seal.

Place Notary Seal Above

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(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____

RIGHT THUMBPRINT
OF SIGNER
Top of thumb here

Signer Is Representing: _____

Signer's Name: _____

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

RIGHT THUMBPRINT
OF SIGNER
Top of thumb here

Signer Is Representing: _____

LABOR AND MATERIAL BOND

KNOW ALL MEN BY THESE PRESENTS: That we, MARK SAUER CONSTRUCTION, INC., as PRINCIPAL, and _____, located at _____, 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, CALIFORNIA, a municipal corporation, in the sum of FORTY EIGHT THOUSAND FOUR HUNDRED EIGHTY SIX DOLLARS (\$48,486), 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 Reconstruction of the Historic Water Tower and Tank at Rancho Los Cerritos and is required by law and by said City to give this bond in connection with the execution of said contract;

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

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

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

IN WITNESS WHEREOF, the above named Principal and Surety have executed, or caused to be executed, this instrument with all of the formalities required by law on this 6th day of April, 2007.

MARK SAUER CONSTRUCTION, INC
CONTRACTOR/PRINCIPAL

SURETY, admitted in California

By: _____

By: _____

Name: _____

Name: SARAI TORREBLANCA

Title: _____

Title: _____

Telephone: _____

By: Cheris Sauer

Name: Cheris Sauer

Title: Vice President

Approved as to form this 26th day

Approved as to sufficiency this 1 day

of April, 2007

of May, 2007

ROBERT B. SHANNON, City Attorney

By: [Signature]
Deputy

By: [Signature]
City Manager/City Engineer

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

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Riverside

On April 6, 2007 before me, Sarah Torrealbanca, Notary Public

personally appeared Cherise Sauer

personally known to me

(or proved to me on the basis of satisfactory evidence)

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



Place Notary Seal Above

WITNESS my hand and official seal.

S. Torrealbanca
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: Labor & material Bond

Document Date: — Number of Pages: 1

Signer(s) Other Than Named Above: —

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

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

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

Signer Is Representing: _____

Signer's Name: _____

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

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

Signer Is Representing: _____