

FORM APPROVED COUNTY COUNSEL
 BY: Y. P. V. V. V. V. 12/10/09 DATE
 MARSHAL L. VICTOR
 Departmental Concurrence

FISCAL PROCEDURES APPROVED
 ROBERT E. BYRD, AUDITOR-CONTROLLER
 BY: S. Garcia-Bocanegra 12/15/09
 SUSANA GARCIA-BOCANEGRA

**SUBMITTAL TO THE BOARD OF SUPERVISORS
 COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

479



FROM: Economic Development Agency and Community Health Agency

SUBMITTAL DATE:
 December 8, 2009

SUBJECT: Blythe Animal Shelter

RECOMMENDED MOTION: That the Board of Supervisors:

1. Waive any minor irregularities and find the bid by Sun Construction Co., Inc. to be responsive and award to that company;
2. Approve the attached agreement between the County of Riverside and Southern Sun Construction Co., Inc. of Cathedral City, California, in the amount of \$1,504,000 and authorize the Chairman to execute the agreement on behalf of the County
3. Authorize the Assistant County Executive Officer EDA to administer the agreement in accordance with applicable Board policies;
4. Approve the total project budget of \$2,500,000;

 <hr/> Robert Miller Director of Animal Services	 <hr/> Robert Field Assistant County Executive Officer EDA
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FINANCIAL DATA	Current F.Y. Total Cost:	\$ 1,504,000	In Current Year Budget:	No
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	Yes
	Annual Net County Cost:	\$ 0	For Fiscal Year:	09/10

SOURCE OF FUNDS: Palm Desert Redevelopment Pass-through funds	Positions To Be Deleted Per A-30	<input type="checkbox"/>
	Requires 4/5 Vote	<input checked="" type="checkbox"/>

C.E.O. RECOMMENDATION: APPROVE

County Executive Office Signature BY: Jennifer L. Sargent	Reviewed by Christopher Hans
--	-------------------------------------

Consent
 Policy
 Consent
 Policy

Dept't Recomm.:
 Per Exec. Ofc.:

Prev. Agn. Ref.: 3.39, 6/2/09; 3.24, 11/18/08; 3.28, 9/16/08; 15.1, 4/29/08; 3.13, 4/15/08; 3.17, 3/25/08; 3.39, 1/30/07	District: 4	Agenda Number:
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ATTACHMENTS FILED WITH THE CLERK OF THE BOARD

3.20

RECOMMENDED MOTION: (Continued)

5. Delegate project management authority for this project to the Assistant County Executive Officer EDA in accordance with applicable policies; and
6. Direct the Auditor-Controller to make the budget adjustments as outlined on Attachment A.

BACKGROUND:

On June 2, 2009 the Board of Supervisors approved the plans and specifications for the Blythe Animal Shelter and authorized the Clerk of the Board to advertise for bids. On July 27, 2009, sixteen contractors attended a mandatory job walk. On September 22, 2009, the bids were opened and Southern Sun Construction Co., Inc. was determined by the County of Riverside to be the lowest responsive and responsible bidder.

On September 25, 2009, the County of Riverside received a bid protest from Orr Builders, the second lowest bidder. There were four grounds for protest stated in the letter. First, the non-collusion affidavit asked for the name of the bidder and the name of Southern Sun Construction Co., Inc. was not inserted. In response, the name of the bidder appeared at the top of the affidavit, and since the affidavit was signed, the intent to comply and the company submitting the document were clear. This is a minor irregularity that can be waived at the County's discretion. Second, Southern Sun Construction Co., Inc., the low bidder, listed United Brothers Concrete to perform "concrete/CMU" work, and United Brothers Concrete does not have a C-29 license. Under Business & Professions Code Section 7057(b), a prime contractor shall not take a subcontract involving trades other than framing and carpentry unless the subcontract requires at least two unrelated trades. The work listed for this subcontractor involves concrete and masonry, two unrelated trades. Therefore, this listing is acceptable. Third, Orr Builders alleged that Southern Sun Construction Co., Inc. only listed six subcontractors that are to perform work in excess of ½ of 1% which is "not correct as the following trades cannot be handled by self performance;" Orr Builders goes on to list landscaping and irrigation, survey, epoxy flooring and kennel equipment. Once again referencing Business and Professions Code Section 7057(b), a prime contractor shall not take a subcontract involving trades other than framing and carpentry unless the subcontract requires at least two unrelated trades. Southern Sun Construction Co., Inc.'s General "B" license permits them to perform this work. Fourth, Orr Builders alleges that a representative of GHA/Southern Sun signed in on the Mandatory Pre-Bid Job Walk Sign-in sheet but not as just Southern Sun Construction Co., Inc. In response, a representative is permitted to represent a joint venture or two separate companies. Thus, Southern Sun Construction Co., Inc. was adequately represented at the Mandatory Pre-Bid Job Walk.

BACKGROUND: (Continued)

The existing animal shelter in Blythe is in extremely poor condition. The septic system is inadequate for the required operations, the materials used in the animal holding areas are porous and difficult to sanitize, and the buildings are insufficiently conditioned by swamp coolers. The cost of improving the existing facility and retrofitting HVAC would be significant. Furthermore, the building's visibility to potential customers is limited due to its remote location. The existing animal shelter facility is not compatible with land use guidelines at the airport and therefore needs to be relocated. The new Blythe Animal Shelter located adjacent to the 10 freeway, will provide adequate waste removal, more sanitary conditions, sufficient air conditioning, greater visibility and will not require any additional operating costs.

On January 30, 2007, the Board of Supervisors approved the Mid Year Budget Report which included the transfer of \$2,000,000 to Facilities Management for this project (page 19). On April 1, 2009, Facilities Management merged with Economic Development Agency. The initial funding of \$2,000,000 advanced the project by paying for land acquisition and design but an additional \$500,000 is needed to cover the full cost of the construction.

PROJECT BUDGET:

The approximate allocation of the project budget is as follows:

Real Estate	\$332,000
Design	\$200,000
Construction	\$1,526,760
Project Management	\$110,000
Inspection/Permits	\$104,000
Specialty Inspection & Testing	\$21,950
Project Contingency	<u>\$205,290</u>
TOTAL	\$2,500,000

FINANCIAL IMPACT:

All associated costs pertaining to this agreement will be fully funded by Palm Desert Redevelopment Pass-through funds. There will also be no additional ongoing operating costs associated with this project since it is replacing an existing facility with no increase in staffing.

Due to the scope of the project completion is not anticipated in FY 2009/10. The current Fiscal Year total cost is estimated and includes a portion of the above project budget categories.

ATTACHMENT A

Increase estimated revenue:		
10000-1101000000-781660	Redevelopment pass-through funds	\$500,000
Increase appropriations		
10000-1101000000-551000	Operating transfers-out	\$500,000
Increase appropriations		
30100-7200800000-542040	Buildings – capital projects	\$500,000
Increase estimated revenue:		
30100-7200800000-790500	Operating transfer-in	\$500,000

AGREEMENT FORM

THIS AGREEMENT, entered into this _____ day of _____, 2009, by and between SOUTHERN SUN CONSTRUCTION, INC., hereinafter called the "Contractor", and the County of Riverside hereinafter called the "Owner".

WITNESSETH: That the parties hereto have mutually covenanted and agreed as follows:

CONTRACT: The Complete Contract includes all of the Contract Documents, to wit: The Notice Inviting Bids, the Instructions to Bidders, the Contractor's Proposal, Wage Schedule, Payment and Performance Bonds, the Plans and Specifications plus any Addenda thereto, the General Conditions, the Supplementary General Conditions, if applicable and this Agreement. All Contract Documents are intended to cooperate and be complimentary so that any work called for in one and not mentioned in the other, or vice versa, is to be executed the same as if mentioned in all Contract Documents.

STATEMENT OF WORK: The Contractor hereby agrees to furnish all tools, equipment, services, apparatus, facilities, transportation, labor and materials for the **Blythe Animal Shelter, Project Number: FM08110003793**. In strict accordance with the Plans and Specifications dated March 2009 prepared by Holt Architects & County of Riverside hereinafter called the "Architect", including Addenda thereto as listed in the Contractor's Proposal, all of which are made a part hereof.

TIME FOR COMPLETION: The work shall be commenced on a date to be specified in a written order of the Architect and shall be completed within Two Hundred & Forty (240) calendar days from and after said date. It is expressly agreed that except for extensions of time duly granted in the manner and for the reasons specified in the General Conditions, time shall be of the essence.

COMPENSATION TO BE PAID TO CONTRACTOR: The Owner agrees to pay and the Contractor agrees to accept in full consideration for the performance of the Contract, subject to additions and deductions as provided in the General Conditions, the sum of _____ dollars (\$1,504,000) being the total of the base bid plus the following alternates: 2. The sum is to be paid according to the schedule as provided in the General Conditions. ONE MILLION FIVE HUNDRED FOUR THOUSAND DOLLARS

Pursuant to Labor Code, Section 1861, the Contractor gives the following certification: I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this Contract.

IN WITNESS WHEREOF, the parties hereto on the day and year first above written have executed this agreement in four (4) counterparts.

Type of Contractor's organization: CORPORATION
If other than individual or corporation, list names of all members who have authority to bind firm.

Firm Name: SOUTHERN SUN CONSTRUCTION CO, INC
Address: 3151 AIRWAY AVE, BUILDING V, COSTA MESA, CA 92626
Contractor's License No.: B 509306

IF OTHER THAN CORPORATION EXECUTE HERE

Signature: _____
Title: _____

Affix Seal
If
Corporation

IF CORPORATION, FILL OUT FOLLOWING AND EXECUTE

Name of President of Corporation: MERT ISAACMAN

Name of Secretary of Corporation: BRETT ISAACMAN

Corporation is organized under the laws of State of CALIFORNIA

Signature: _____

Title: VICE PRESIDENT (BRETT ISAACMAN)

Owner: COUNTY OF RIVERSIDE

Signature: _____

Title: Chairman - Board of Supervisors

Attest: Clerk - Board of Supervisors
By: _____
Title: _____

PERFORMANCE BOND

The makers of this Bond, SOUTHERN SUN CONSTRUCTION CO., INC., as Principal, and _____ as Surety, are held and firmly bound unto County of Riverside, hereinafter called the Owner, in the sum of _____ Dollars (\$1,618,500.00) for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

*ONE MILLION SIX HUNDRED EIGHTEEN FIVE HUNDRED & NO/100

The condition of this obligation is such, that whereas the Principal entered into a certain contract, hereto attached, with the Owner, dated _____, 2009 for BLYTHE ANIMAL SHELTER-PROJECT NO.:FM08730003903

Now therefore, if the Principal shall well and truly perform and fulfill all the undertakings covenants, terms, conditions and agreements of said Contract during the original term of said Contract and any extension thereof that may be granted by the Owner, with or without notice to the Surety, and during the file of any guarantee required under the Contract, and shall also well and truly perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of any and all duly authorized modifications of said Contract that may thereafter be made, then this obligation to be void, otherwise to remain in full force and virtue. Without notice, Surety consents to extension of time for performance, change in requirements, change in compensation or prepayment under said Contract.

Signed and Sealed this 28th Day of October, 2009.

SOUTHERN SUN CONSTRUCTION CO., INC.

(Firm Name - Principal)
3151 AIRWAY AVE., BLDG. V

(Business Address)

By: _____

(Signature - Attach Notary's Acknowledgment)

VP
(Title)

Affix Seal
if
Corporation

Hartford Fire Insurance Company

(Corporation Name - Surety)

534 E. Badillo Street Covina, CA 91723

(Business Address)

By: _____

(Signature - Attach Notary's Acknowledgment) Frank Morones

Affix
Corporate
Seal

ATTORNEY-IN-FACT

(Title-Attach Power of Attorney)

POWER OF ATTORNEY

Direct Inquiries/Claims to:

THE HARTFORD
BOND, T-4
690 ASYLUM AVENUE
HARTFORD, CONNECTICUT 06115

call: 888-266-3488 or fax: 860-757-5835

Agency Code: 72-185719

KNOW ALL PERSONS BY THESE PRESENTS THAT:

- Hartford Fire Insurance Company, a corporation duly organized under the laws of the State of Connecticut
- Hartford Casualty Insurance Company, a corporation duly organized under the laws of the State of Indiana
- Hartford Accident and Indemnity Company, a corporation duly organized under the laws of the State of Connecticut
- Hartford Underwriters Insurance Company, a corporation duly organized under the laws of the State of Connecticut
- Twin City Fire Insurance Company, a corporation duly organized under the laws of the State of Indiana
- Hartford Insurance Company of Illinois, a corporation duly organized under the laws of the State of Illinois
- Hartford Insurance Company of the Midwest, a corporation duly organized under the laws of the State of Indiana
- Hartford Insurance Company of the Southeast, a corporation duly organized under the laws of the State of Florida

having their home office in Hartford, Connecticut, (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, **up to the amount of unlimited:**

Philip E. Vega, Frank Morones
of
Brea, CA

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by , and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on July 21, 2003 the Companies have caused these presents to be signed by its Assistant Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.



Paul A. Bergenholtz

Paul A. Bergenholtz, Assistant Secretary

David T. Akers

David T. Akers, Assistant Vice President

STATE OF CONNECTICUT }
COUNTY OF HARTFORD } ss. Hartford

On this 23rd day of July, 2003, before me personally came David T. Akers, to me known, who being by me duly sworn, did depose and say: that he resides in the County of Hampden, Commonwealth of Massachusetts; that he is the Assistant Vice President of the Companies, the corporations described in and which executed the above instrument; that he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that he signed his name thereto by like authority.



CERTIFICATE

Scott E. Paseka

Scott E. Paseka
Notary Public

My Commission Expires October 31, 2007.

I, the undersigned, Assistant Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of October 28, 2009.

Signed and sealed at the City of Hartford.



Gary W. Stumper

Gary W. Stumper, Assistant Vice President

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of ORANGE

On 10/30/09 before me, HONG NGUYEN, NOTARY PUBLIC
(Here insert name and title of the officer)

personally appeared BRETT ISAACMAN

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 of Notary Public

(Notary Seal)



ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

PAYMENT BOND

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages 2 Document Date 10/28/09

(Additional information)

CAPACITY CLAIMED BY THE SIGNER

- Individual (s)
 Corporate Officer

(Title)

- Partner(s)
 Attorney-in-Fact
 Trustee(s)
 Other _____

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.
- 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 ACKNOWLEDGMENT

State of California

County of LOS ANGELES

On 10/28/2009
Date

before me,

Philip Vega, Notary public
Here Insert Name and Title of the Officer

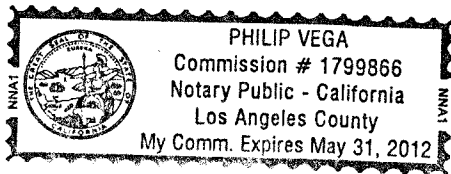
personally appeared

Frank Morones
Name(s) of Signer(s)

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.



Place Notary Seal Above

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: _____

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: _____

PAYMENT BOND

(Public Work - Civil Code Section 3247 et seq.)

The makers of this Bond are SOUTHERN SUN CONSTRUCTION CO., INC as Principal and Original Contractor and _____, a corporation, authorized to issue Surety Bonds in California, as Surety, and this Bond is issued in conjunction with that certain public works contract dated _____, 2009 between Principal and County of Riverside, a public entity, as owner, for _____ dollars (\$1,618,500.00) the total amount payable. THE AMOUNT OF THIS BOND IS 100% OF SAID SUM. Said contract is for public work of: BLYTHE ANIMAL SHELTER-PROJECT NO.:FM08730003903

*ONE MILLION SIX HUNDRED EIGHTEEN FIVE HUNDRED & NO/100

The beneficiaries of this Bond are as is stated in 3248 of the Civil Code and the requirements and conditions of this Bond are as is set forth in Sections 3248, 3249, 3250 and 3252 of said Code. Without notice, Surety consents to extension of time for performance, change in requirements, amount of compensation, or prepayment under said Contract.

Signed and Sealed this 28th Day of October 2009.

SOUTHERN SUN CONSTRUCTION CO., INC.

(Firm Name - Principal)

(Business Address)

By: _____

(Signature - Attach Notary's Acknowledgment)

(Title)

Affix Seal
if
Corporation

Hartford Fire Insurance Company

(Corporation Name - Surety)

534 E. Badillo Street Covina, CA 91723

(Business Address)

By: _____

(Signature - Attached Notary's Acknowledgment) Frank Morones

ATTORNEY-IN-FACT

(Title-Attach Power of Attorney)

Affix
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POWER OF ATTORNEY

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call: 888-266-3488 or fax: 860-757-5835

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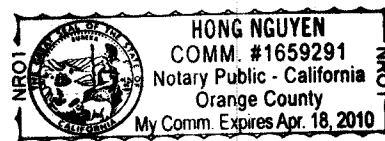
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I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary Public

(Notary Seal)



ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

PERFORMANCE BOND

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages 2 Document Date 10/28/09

(Additional information)

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 Corporate Officer

(Title)

- Partner(s)
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 Other _____

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- Securely attach this document to the signed document

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of LOS ANGELES

On 10/28/2009 before me, Philip Vega, Notary public

Date

Here Insert Name and Title of the Officer

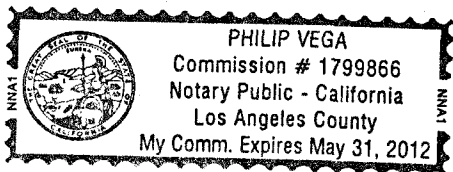
personally appeared Frank Morones

Name(s) of Signer(s)

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Place Notary Seal Above

Signature _____

Signature of Notary Public

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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: _____

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/28/2009

PRODUCER (888)493-7266 FAX: (714)701-5889
Wescom Insurance Services
 License #0E89948
 5601 E. La Palma Avenue
 Anaheim CA 92807-2109

INSURED
Southern Sun Construction Co. Inc.,
 3151 Airway Ave. Bldg. V
 Costa Mesa CA 92626

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Landmark American	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A		GENERAL LIABILITY	LHA133825	1/23/2009	1/23/2010	EACH OCCURRENCE \$ 1,000,000
		<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000
		<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person) \$ 5,000
						PERSONAL & ADV INJURY \$ 1,000,000
						GENERAL AGGREGATE \$ 2,000,000
						PRODUCTS - COMP/OP AGG \$ 2,000,000
		GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				
		AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Ea accident) \$
		<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person) \$
		<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
		<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident) \$
		<input type="checkbox"/> HIRED AUTOS				
		<input type="checkbox"/> NON-OWNED AUTOS				
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$
		<input type="checkbox"/> ANY AUTO				OTHER THAN EA ACC \$
						AUTO ONLY: AGG \$
		EXCESS/UMBRELLA LIABILITY				EACH OCCURRENCE \$
		<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE \$
						\$
		<input type="checkbox"/> DEDUCTIBLE				\$
		<input type="checkbox"/> RETENTION \$				\$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATUTORY LIMITS OTH-ER
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT \$
		If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE \$
		OTHER				E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS
 Re: Project FM08110003793, Blythe Animal Shelter. The County of Riverside, it's Directors, Officers, Special Districts, Board of Supervisors, employees, agents or representatives are named as Additional Insureds per attached form RSG15017 1207. Waiver of Subrogation applies per attached form RSG14048 1008. *10 days notice of cancellation for non-payment of premium.

CERTIFICATE HOLDER	CANCELLATION
County of Riverside 4080 Lemon Street, 1st Floor Riverside, CA 92501	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30* DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.
	AUTHORIZED REPRESENTATIVE <i>Karen Briggs</i>

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

This Endorsement Changes The Policy. Please Read It Carefully.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE FORM
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE FORM**

SCHEDULE

Name of Person or Organization:

Any Person or Organization As Required By Written Contract

The following is added to **SECTION IV – CONDITIONS, 8. TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHER TO US:**

We waive any right of recovery we may have against the person or organization shown in the SCHEDULE above because of payment we make for injury or damage arising out of your ongoing operations, "your product" or "your work" done under a written contract with that person or organization and included in the "product-completed operations hazard". This waiver applies only to the person or organization shown in the SCHEDULE above.

This endorsement effective 01/23/2009
forms part of Policy Number LHA133825
issued to SOUTHERN SUN CONSTRUCTION CO., INC.
by Landmark American Insurance Company

This Endorsement Changes The Policy. Please Read It Carefully.

**ADDITIONAL INSURED
BLANKET – PRIMARY AND YOUR WORK**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

SCHEDULE

Name of Person or Organization:	Any person or organization to whom or to which you are obligated by virtue of a written contract or by the issuance or existence of a written permit, to provide insurance such as is afforded by this policy.
--	--

- A. **SECTION II - WHO IS AN INSURED** is amended to include as an additional insured the person(s) or organization(s) shown in the SCHEDULE, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:
1. Your acts or omissions; or
 2. The acts or omissions of those acting on your behalf;
- in the performance of your ongoing operations; and/or "your work" defined for the additional insured(s) designated above included in the "products-completed operations hazard".
- B. If you are required by a written contract to provide primary insurance, this policy shall be primary and **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, 4. Other Insurance** does not apply, but only with respect to coverage provided by this policy.

This endorsement effective 01/23/2009
forms part of Policy Number LHA133825
issued to SOUTHERN SUN CONSTRUCTION CO., INC.
by Landmark American Insurance Company

**STATE
COMPENSATION
INSURANCE
FUND**

P.O. BOX 420807, SAN FRANCISCO, CA 94142-0807

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

ISSUE DATE: 10-28-2009

GROUP:
POLICY NUMBER: 1643794-2009
CERTIFICATE ID: 211
CERTIFICATE EXPIRES: 09-01-2010
09-01-2009/09-01-2010

COUNTY OF RIVERSIDE
4080 LEMON ST
RIVERSIDE CA 92501-3609

SC

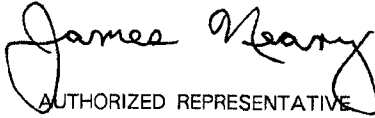
JOB: BLYTHE ANIMAL SHELTER
PROJECT FM08110003793

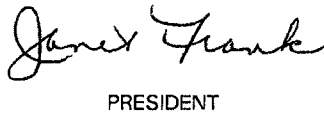
This is to certify that we have issued a valid Workers' Compensation insurance policy in a form approved by the California Insurance Commissioner to the employer named below for the policy period indicated.

This policy is not subject to cancellation by the Fund except upon 30 days advance written notice to the employer.

We will also give you 30 days advance notice should this policy be cancelled prior to its normal expiration.

This certificate of insurance is not an insurance policy and does not amend, extend or alter the coverage afforded by the policy listed herein. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate of insurance may be issued or to which it may pertain, the insurance afforded by the policy described herein is subject to all the terms, exclusions, and conditions, of such policy.


AUTHORIZED REPRESENTATIVE


PRESIDENT

EMPLOYER'S LIABILITY LIMIT INCLUDING DEFENSE COSTS: \$1,000,000 PER OCCURRENCE.

ENDORSEMENT #1600 - MERTON LEONARD ISAACMAN - EXCLUDED.

ENDORSEMENT #1600 - KIM ROBYN ISAACMAN - EXCLUDED.

ENDORSEMENT #1600 - BRETT SHAUN ISAACMAN - EXCLUDED.

ENDORSEMENT #1600 - MERTON LEONARD ISAACMAN (SUN CREST CONST) - EXCLUDED.

ENDORSEMENT #2065 ENTITLED CERTIFICATE HOLDERS' NOTICE EFFECTIVE 09-01-2005 IS ATTACHED TO AND FORMS A PART OF THIS POLICY.

ENDORSEMENT #2570 ENTITLED WAIVER OF SUBROGATION EFFECTIVE 2009-10-28 IS ATTACHED TO AND FORMS A PART OF THIS POLICY. THIRD PARTY NAME: COUNTY OF RIVERSIDE

EMPLOYER

SOUTHERN SUN CONSTRUCTION CO INC AND/OR SUN
CREST CONSTRUCTION INC
3151 AIRWAY AVE STE V
COSTA MESA CA 92626

[B15,SC]

ACORD™ CERTIFICATE OF PROPERTY INSURANCE

DATE
10/28/2009

PRODUCER PH (888) 493-7266 FAX (714) 701-5889
Wescom Insurance Services
 License #0E89948
 5601 E. La Palma Avenue
 Anaheim CA 92807-2109

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

COMPANIES AFFORDING COVERAGE

COMPANY
 A Mitsui Sumitomo Insurance Co.
 COMPANY
 B
 COMPANY
 C
 COMPANY
 D

INSURED
Southern Sun Construction Co. Inc., DBA:
 3151 Airway Ave. Bldg. V
 Costa Mesa CA 92626

COVERAGES

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	COVERED PROPERTY	LIMITS
A	<input checked="" type="checkbox"/> PROPERTY	2679127	1/8/2009	1/8/2010	<input checked="" type="checkbox"/> BUILDING	\$
	CAUSES OF LOSS				<input checked="" type="checkbox"/> PERSONAL PROPERTY	\$ 130,000
	<input type="checkbox"/> BASIC				<input type="checkbox"/> BUSINESS INCOME	\$
	<input type="checkbox"/> BROAD				<input type="checkbox"/> EXTRA EXPENSE	\$
	<input checked="" type="checkbox"/> SPECIAL				<input type="checkbox"/> BLANKET BUILDING	\$
	<input type="checkbox"/> EARTHQUAKE				<input type="checkbox"/> BLANKET PERS PROP	\$
	<input type="checkbox"/> FLOOD				<input type="checkbox"/> BLANKET BLDG & PP	\$
<input checked="" type="checkbox"/> Ded: \$500					\$	
	INLAND MARINE				\$	
	TYPE OF POLICY				\$	
	CAUSES OF LOSS				\$	
	<input type="checkbox"/> NAMED PERILS				\$	
	<input type="checkbox"/> OTHER				\$	
	CRIME				\$	
	TYPE OF POLICY				\$	
	BOILER & MACHINERY				\$	
	OTHER				\$	

LOCATION OF PREMISES/DESCRIPTION OF PROPERTY

SPECIAL CONDITIONS/OTHER COVERAGES

Re: Project FM08110003793, Blythe Animal Shelter.

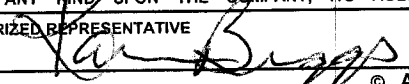
CERTIFICATE HOLDER

County of Riverside
 4080 Lemon Street, 1st Floor
 Riverside, CA 92501

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE



*Blythe Animal Shelter
Builder's Risk Insurance Proposal
For:*

Southern Sun Construction Co., Inc.

Presented by:

Thomas H. Tyrell
Vice President
(888) 397-8547, ext. 4110

Wescom Insurance Services, LLC
5601 E. La Palma Ave.
Anaheim, CA 92807-2109

Date Prepared:

October 29, 2009

This is a coverage summary, not a legal contract. This summary is provided to assist in your understanding of your insurance program. Please refer to the actual policies for specific terms, conditions, limitations and exclusions that will govern in the event of loss. Specimen copies of all policies are available for review prior to binding of coverage. Higher limits and additional coverage may be available. Please contact us if you are interested in additional quotations.

About Wescom Insurance Services

THE NAME YOU TRUST

FOR THE COVERAGE YOU NEED

As a wholly owned subsidiary of Wescom Credit Union, Wescom Insurance Services maintains a knowledgeable team of dependable and experienced insurance professionals whose single goal is to effectively service their customers. Wescom Insurance Services is a full service insurance agency whose insurance products and services include:

Property & Casualty	Employee Benefits
Life & Disability	Executive Benefits
Professional & Management	Personal Lines
	Retirement Plans
	Surety Bonds

Wescom Insurance Service's commitment to the full service agency approach gives their customers the comfort of knowing that, no matter what future questions or concerns may arise, they can always turn to their trusted partner, Wescom Insurance Services.

WESCOM
Insurance Services



A NAME YOU CAN TRUST

Commercial Services Representative
Sherrie Ung
(888) 397-8547 ext. 1098

Commercial Insurance Manager
Linda Nesst
(888) 397-8547 ext. 4137

Commercial Accounts Manager
Karen Biggs
(888) 397-8547 ext. 1097

Vice President
Thomas H. Tyrell
(888) 397-8547 ext. 4110

Wescom Insurance Services Privacy Notice

Our Privacy Promise to You

Wescom Insurance Services, LLC (WIS) provides this notice to you, our customer, so that you will know what we will do with the personal information, personal financial and health information (collectively referred to as the "protected information") that we may receive from you directly or receive from your health care provider or receive from another source that you have authorized to send us your protected information. We at WIS are concerned about your privacy and assure you that we will do what is required of us to safeguard your protected information.

What types of information will we be collecting?

WIS collects information from you required both for our business and pursuant to regulatory requirements. Without it, we cannot provide our products and services to you. We will be collecting protected information about you from:

- Applications or other forms, such as name, address, Social Security number, assets and income, employment status and dependent information;
- Your transactions with us or your transactions with others, such as account activity, payment history, and products and services purchased;
- Consumer reporting agencies, such as credit relationships and credit history. These agencies may retain their reports and share them with others who use their services; and
- Other individuals, businesses and agencies, such as medical and demographic information;

What will we do with your protected information?

The information WIS gathers is shared within our company to help us maximize the services we can provide to our customers. We will only disclose your protected information as is necessary for us to provide the insurance products and services you expect from us. WIS does not sell your protected information to third parties, nor does it sell or share customer lists.

We may also disclose all of the information described above to third parties with which we contract for services. In addition, we may disclose your protected information to medical care institutions or medical professionals, insurance regularity authorities, law enforcement to other government authorities, or to affiliated or nonaffiliated third parties as is reasonably necessary to conduct our business or as otherwise permitted by law.

Our Security Procedures

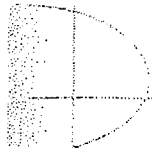
At WIS, we have put in place the highest measures to ensure the security and confidentiality of customer information. We will handle the protected information we receive by restricting access to the protected information about you to those employees and agents of ours who need to know that information to provide you with our products or services or to otherwise conduct our business, including actuarial or research studies. Our computer database has multiple levels of security to protect against threats or hazards to the integrity of customer records, and to protect against unauthorized access to records that may harm or inconvenience our customers. We maintain physical, electronic, and procedural safeguards that comply with federal and state regulations to safeguard all of your protected information.

Our Legal Use of Information

We retain the right to use ideas, concepts, know-how, or techniques contained in any nonpublic personal information you provide to us for our own purposes, including developing and marketing products and services.

Your Right to Review Your Records

You have the right to review the protected information about you relating to any insurance or annuity product issued by us that we could reasonably locate and retrieve. You may also request that we correct, amend or delete any inaccurate information by writing to us at the above address.



PARTNERS SPECIALTY

GROUP, LLC.

QUOTE # 80329 B

Page 1 of 3
10/29/09

TO: Wescom Insurance Services
ATTN: Tom Tyrell

FAX #: (714) 701-5889

FROM: Marnine Casillas
for Jeff M. Short

New Business

We are pleased to offer the following quotation for your review, which is valid for 30 days.

INSURED: Southern Sun
3151 Airway Ave Ste. V
Costa Mesa, CA 92626

POLICY PERIOD: 11/15/09 to 11/15/10

INSURER: Great American Insurance Company Admitted

COVERAGE: BUILDER'S RISK

BUILDERS RISK PLUS FORM CM7841
EXCLUDES EARTHQUAKE & FLOOD
NUCLEAR, BIOLOGICAL & CHEMICAL EXCLUSION FORM IL7236
POLLUTANT EXCLUSION FORM CM8276
FENCING WARRANTY

Project Description:

Construction of a animal shelter, 1-story 5,717 sf masonry building with standing seam metal roof, located at:

245 S Carlton Ave
Blythe, CA 92225

Valuation: Replacement Cost
Coinsurance: 100%

LIMITS: Section A - Limits of Insurance*

\$1,618,500	Any One Construction Jobsite Location
\$ 25,000	While in Transit
\$1,618,500	In Any One Loss

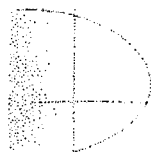
Coverage Extensions

\$ 5,000	Pollutant Clean Up and Removal
\$ 1,000	Loss Data Preparation

Debris Removal

- Percentage of Direct Physical Loss Amount: 25%
- Additional Limit if Loss and Debris Removal Expense exceed Limit of Insurance: \$100,000

2450 Colorado Avenue, Suite 200E
Santa Monica, CA 90404
Phone: (310) 586-4700 Fax: (310) 586-4750
License # OD40510



PARTNERS SPECIALTY

GROUP, LLC.

QUOTE # 80329 B

Page 2 of 3
10/29/09

LIMITS cont..

Section B - Additional Coverages	Limits of Liability
Temporary Structures	\$100,000
Temporary Locations	\$ 25,000
Forms, Scaffolding, Falsework & Temp. Fences	\$100,000
Removal Expense	\$100,000
Fire Department Service Charge	\$ 5,000
Per occurrence for Lawn, Trees, Shrubs and/or Plants	\$5,000 (\$500 per item)

DEDUCTIBLE: Flood Not Covered
 Earthquake Not Covered
 All Covered Perils \$ 5,000

CONDITIONS: This quote is valid for 30 days. Please note that the quote below is just a summary of the terms and conditions and the actual forms included with the policy will be used in evaluating any loss.

- Option #2) with full terrorism:
 (\$1,942 Builders Risk + \$16 Terrorism) = \$1,958

Premium is 100% fully earned

*** If option #2 is selected, the attached TRIA form needs to be signed and returned

COMPANY: GREAT AMERICAN INSURANCE COMPANY OF NEW YORK
 (ADMITTED A 14)

This quote is subject to an acceptable loss prevention survey and compliance with any recommendations generated from such survey.

EXCLUSIONS: See Under Terms and Conditions

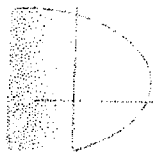
25 % Minimum Earned Premium in the event of cancellation.

CERTIFICATES OF INSURANCE: The responsibility for the accuracy of the information set forth in any certificate of insurance is the sole responsibility of the person or entity which issues the certificate.

Although Partners Specialty Group (hereafter "PSG") may retain copies of certificates of insurance forwarded to us, PSG does so strictly without prejudice as to their accuracy. Neither the insurers, their representatives, nor PSG will be responsible for any liability resulting from your issuance of any certificate of insurance.

We also draw your attention to the fact that unless the policy is physically endorsed, the issuance of a certificate does not amend.

2450 Colorado Avenue, Suite 200E
 Santa Monica, CA 90404
 Phone: (310) 586-4700 Fax: (310) 586-4750
 License # 0D40510



PARTNERS SPECIALTY

GROUP, LLC.

QUOTE # 80329 B

Page 3 of 3
10/29/09

extend, or alter the coverage afforded by the policy or change the person(s) or entities to whom such coverage is afforded under the policy.

Moreover, neither the underwriters, their representatives, nor PSG will be responsible for any liability resulting from the issuance of any unauthorized endorsement or the issuance of an endorsement which has been authorized by the insurer but where the authorized wording has been amended or revised in any way, without the prior written approval of the insurers.

PLEASE REFER TO THE POLICY FORM FOR FULL DETAILS ON TERMS AND CONDITIONS. SAMPLE FORMS ARE AVAILABLE ON REQUEST.

IMPORTANT: COVERAGE IS NOT BOUND. This coverage is subject to the terms and conditions of the specified insurance company forms currently in use including any listed amendatory endorsements. Should a change in insurance company be involved, terms and conditions may vary from those currently in force. A copy of the form to be used is available upon request. **THE COVERAGE DESCRIBED IN THIS QUOTATION MAY NOT CONFORM TO THE TERMS AND CONDITIONS REQUESTED.** In order to bind the coverage a request must be received in writing.

2450 Colorado Avenue, Suite 200E
Santa Monica, CA 90404
Phone: (310) 586-4700 Fax: (310) 586-4750
License # 0D40510



POLICYHOLDER DISCLOSURE OFFER OF TERRORISM COVERAGE

The Terrorism Risk Insurance Act establishes a program within the Department of the Treasury, under which the federal government shares, with the insurance industry, the risk of loss from future terrorist attacks. The Act applies when the Secretary of the Treasury certifies that an event meets the definition of an act of terrorism. The Act provides that, to be certified, an act of terrorism must cause losses of at least five million dollars and must have been committed by an individual or individuals as part of an effort to coerce the government or population of the United States.

The United States Government, Department of the Treasury, will pay a share of terrorism losses insured under the federal program. The federal share equals 85% of that portion of the amount of such insured losses that exceeds the applicable insurer retention.

The Terrorism Risk Insurance Act, as amended in 2007, contains a \$100 billion cap that limits U.S. Government reimbursement as well as insurers' liability for losses resulting from certified acts of terrorism when the amount of such losses in any one calendar year exceeds \$100 billion. If the aggregate insured losses for all insurers exceed \$100 billion, your coverage may be reduced.

In accordance with the Terrorism Risk Insurance Act, we are required to offer you coverage for losses resulting from an act of terrorism **that is certified under the federal program** as an act of terrorism. The policy's other provisions will still apply to such an act.

DISCLOSURE OF PREMIUM

If you elect to purchase Terrorism Coverage for acts of terrorism that are certified under the federal program as an act of terrorism, the additional premium for this coverage is \$16.00. (This additional premium will be included with the total premium shown on your policy's Declarations page.)

Failure to pay the premium by the due date will constitute rejection of the offer and your policy will be written to exclude the described coverage.

REJECTION OF TERRORISM INSURANCE COVERAGE

You may choose to reject this offer of coverage by signing the following rejection statement and returning it to us. In this state, a terrorism exclusion makes an exception for (and thereby provides coverage for) fire losses resulting from an act of terrorism. Therefore if you reject the offer of terrorism coverage for Acts of Terrorism, that rejection does not apply to fire losses resulting from an act of terrorism --- coverage for such fire losses will be provided in your policy.

I hereby reject the offer of terrorism coverage. I understand that an **exclusion** of certain terrorism losses will be made part of this policy. **Premium for certain terrorism losses for fire only coverage is \$10.00.** (This premium will be included with the total premium shown on your policy's Declarations page.)

Policyholder/Applicant's Signature

Date

Print Name

Great American Insurance

Southern Sun Construction

Insurance Company

Policy Number

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/02/2009

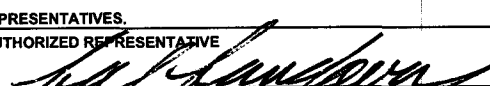
PRODUCER Desert Empire Insurance Services, Inc. LIC # 0F09643 77-564 Country Club Drive Palm Desert, CA 92211	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
	INSURED GHA Enterprises Inc 30-875 Date Palm Dr., #C Cathedral City, CA 92234	INSURERS AFFORDING COVERAGE INSURER A: General Insurance Co. of Americ INSURER B: INSURER C: INSURER D: INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
		GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR _____ GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
A	X	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	01C124761710	09/11/09	09/11/10	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
		EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE _____ <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				<input type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
		OTHER				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
 Re: Blythe Animal Shelter. County of Riverside, its Directors Officers, Special Districts, Board of Supervisors, employees, agents, or representatives and Southern Sun Construction Co. are additionally insured as respects auto liability per attached endorsement CA71100307.

CERTIFICATE HOLDER County of Riverside Southern Sun Construction Co. 4080 Lemon Street Riverside, CA 92501	CANCELLATION 10 Days for Non-Payment SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>30</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE 
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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AUTO PLUS ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

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

EXTENDED CANCELLATION CONDITION

Paragraph 2.b. of the CANCELLATION Common Policy Condition is replaced by the following:

- b. 60 days before the effective date of cancellation if we cancel for any other reason.

TEMPORARY SUBSTITUTE AUTO — PHYSICAL DAMAGE COVERAGE

Under paragraph C. — CERTAIN TRAILERS, MOBILE EQUIPMENT AND TEMPORARY SUBSTITUTE AUTOS of SECTION 1 — COVERED AUTOS, the following is added:

If Physical Damage coverage is provided by this Coverage Form, then you have coverage for:

Any "auto" you do not own while used with the permission of its owner as a temporary substitute for a covered "auto" you own that is out of service because of its breakdown, repair, servicing, "loss" or destruction.

BROAD FORM NAMED INSURED

SECTION II — LIABILITY COVERAGE — A.1. WHO IS AN INSURED provision is amended by the addition of the following:

- d. Any business entity newly acquired or formed by you during the policy period provided you own 50% or more of the business entity and the business entity is not separately insured for Business Auto Coverage. Coverage is extended up to a maximum of 180 days following acquisition or formation of the business entity. Coverage under this provision is afforded only until the end of the policy period.

*** BLANKET ADDITIONAL INSURED**

SECTION II — LIABILITY COVERAGE — A.1. WHO IS AN INSURED provision is amended by the addition of the following:

- e. Any person or organization for whom you are required by an "insured contract" to provide insurance is an "insured", subject to the following additional provisions:
 - (1) The "insured contract" must be in effect during the policy period shown in the Declarations, and must have been executed prior to the "bodily injury" or "property damage".
 - (2) This person or organization is an "insured" only to the extent you are liable due to your ongoing operations for that insured, whether the work is performed by you or for you, and only to the extent you are held liable for an "accident" occurring while a covered "auto" is being driven by you or one of your employees.
 - (3) There is no coverage provided to this person or organization for "bodily injury" to its employees, nor for "property damage" to its property.
 - (4) Coverage for this person or organization shall be limited to the extent of your negligence or fault according to the applicable principles of comparative negligence or fault.
 - (5) The defense of any claim or "suit" must be tendered by this person or organization as soon as practicable to all other insurers which potentially provide insurance for such claim or "suit".

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- (6) The coverage provided will not exceed the lesser of:
 - (a) The coverage and/or limits of this policy; or
 - (b) The coverage and/or limits required by the "insured contract".
- (7) A person's or organization's status as an "insured" under this subparagraph d ends when your operations for that "insured" are completed.

EMPLOYEE AS INSURED

Under Paragraph A. of Section II — LIABILITY COVERAGE item f. is added as follows:

Your "employee" while using his owned "auto", or an "auto" owned by a member of his or her household, in your business or your personal affairs, provided you do not own, hire or borrow that "auto". This coverage is excess to any other collectible insurance coverage.

FELLOW EMPLOYEE COVERAGE

Exclusion 5. FELLOW EMPLOYEE of SECTION II — LIABILITY COVERAGE — B. EXCLUSIONS is amended by the addition of the following:

However, this exclusion does not apply if the "bodily injury" results from the use of a covered "auto" you own or hire, and provided that any coverage under this provision only applies in excess over any other collectible insurance.

*** BLANKET WAIVER OF SUBROGATION**

We waive the right of recovery we may have for payments made for "bodily injury" or "property damage" on behalf of the persons or organizations added as "insureds" under Section II — LIABILITY COVERAGE — A.1.D. BROAD FORM NAMED INSURED and A.1.e. BLANKET ADDITIONAL INSURED.

PHYSICAL DAMAGE — ADDITIONAL TRANSPORTATION EXPENSE COVERAGE

The first sentence of paragraph A.4. of SECTION III — PHYSICAL DAMAGE COVERAGE is amended as follows:

We will pay up to \$50 per day to a maximum of \$1,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type.

PERSONAL EFFECTS COVERAGE

A. SECTION III — PHYSICAL DAMAGE COVERAGE, A.4. COVERAGE EXTENSIONS, is amended by adding the following:

c. Personal Effects Coverage

For any Owned "auto" that is involved in a covered "loss", we will pay up to \$500 for "personal effects" that are lost or damaged as a result of the covered "loss", without applying a deductible.

EXTRA EXPENSE — BROADENED COVERAGE

Paragraph A. — COVERAGE of SECTION III — PHYSICAL DAMAGE COVERAGE is amended to add:

- 5. We will pay for the expense of returning a stolen covered "auto" to you.

AIRBAG COVERAGE

Under paragraph B. — EXCLUSIONS of SECTION III — PHYSICAL DAMAGE COVERAGE, the following is added:

The exclusion relating to mechanical breakdown does not apply to the accidental discharge of an airbag.

NEW VEHICLE REPLACEMENT COST

Under Paragraph C — LIMIT OF INSURANCE of Section III — PHYSICAL DAMAGE COVERAGE section 2 is amended as follows:

- 2. An adjustment for depreciation and physical condition will be made in determining actual cash value in the event of a total loss. However, in the event of a total loss to your "new vehicle" to which this coverage applies, as shown in the declarations, we will pay at your option:
 - a. The verifiable "new vehicle" purchase price you paid for your damaged vehicle, not including any insurance or warranties purchased;
 - b. The purchase price, as negotiated by us, of a new vehicle of the same make, model and equipment, not including any furnishings, parts or equipment not installed by the manufacturer or manufacturer's dealership. If the same model is not available pay the purchase price of the most similar model available;