

FORM APPROVED COUNTY COUNSEL
 BY: M. K. Victor 3/25/10
 MARSHAL L. VICTOR DATE

FISCAL PROCEDURES APPROVED
 ROBERT E. BYRD, AUDITOR-CONTROLLER
 BY: S. Garcia-Bocanegra 3/25/10
 SUSANA GARCIA-BOCANEGRA
 Departmental Concurrence

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



507

SUBMITTAL DATE:
 March 25, 2010

FROM: Economic Development Agency

SUBJECT: Riverside Centre Building, Fifth Floor - Tenant Improvement Project

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the attached construction agreement between the County of Riverside and B.J.M.V. Inc., dba Southern Pacific Coatings of Orange, California, in the amount of \$421,012 and authorize the Chairman to execute the agreement on behalf of the County;
2. Authorize the Assistant County Executive Officer/EDA to administer the agreement in accordance with applicable Board policies;
3. Approve the total project budget of \$1,237,001; and
4. Delegate project management authority for this project to the Assistant County Executive Officer/EDA in accordance with applicable policies.

BACKGROUND: (Commences on Page 2)

Reviewed by
 CIP TEAM
Christopher Hans
 Christopher Hans

Robert Field
 Robert Field
 Assistant County Executive Officer/EDA

FINANCIAL DATA	Current F.Y. Total Cost:	\$ 1,237,001	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	No
	Annual Net County Cost FY:	\$ 0	For Fiscal Year:	09/10

SOURCE OF FUNDS: Redevelopment Agency Tax Increment	Positions To Be Deleted Per A-30	<input type="checkbox"/>
	Requires 4/5 Vote	<input type="checkbox"/>

C.E.O. RECOMMENDATION: APPROVE
 BY: Jennifer L. Sargent
 County Executive Office Signature

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

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Stone, seconded by Supervisor Buster and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Buster, Tavaglione, Stone, Benoit and Ashley
 Nays: None
 Absent: None
 Date: April 20, 2010
 xc: EDA, Auditor, CIP

Kecia Harper-Ihem
 Clerk of the Board
 By: Kecia Harper-Ihem
 Deputy

Prev. Agn. Ref.: 3.15 of 12/22/09; 3.21 of 10/20/09; 4.5 of 12/22/09; 3.50 of 10/27/09; 3.103 and 3.104 of 7/21/09
 District: 2
 Agenda Number: **3.24**

ATTACHMENTS FILED WITH THE CLERK OF THE BOARD

BACKGROUND:

The proposed project consists of tenant improvements to the Fifth Floor of Riverside Centre for us by EDA's Aviation, County Service Areas and Housing divisions. It is part of the consolidation effort generated by the merge of Facilities Management into EDA.

On November 6, 2007 (item 3.11), the Board of Supervisors approved the purchase of the Riverside Centre. This purchase immediately provided benefit to the County by temporarily housing divisions whose permanent space was under renovation and by addressing some pressing needs for office space.

In April 2009, the Facilities Management Department was merged into the Economic Development Agency. The resulting agency included 30 divisions, more than 1,000 employees and a \$1.02 billion budget. The real property, fiscal/accounting services, human resources and purchasing functions of the two departments were consolidated to eliminate duplication of effort and increase efficiency; this reduced the number of divisions to 22.

Riverside Centre will house several agency divisions, including; real estate, project management, marketing, economic development, aviation, housing, county service areas and others previously housed at 1325 Spruce Street. These relocations will enable Workforce Development to relocate from 1151 Spruce Street to 1325 Spruce Street and save the County \$806,298 in annual lease payments. Workforce Development received a significant amount of Economic Stimulus funds to assist the County's growing unemployed population. In its new location, the division will have the space to accommodate additional staff being hired to provide these greatly needed services. In addition to the divisions listed above, EDA's executive management currently occupies a portion of the Riverside Centre's third floor.

Tenant improvements are needed in Riverside Centre to enable the most effective use of the space. Some work has been completed and some is in various stages of completion. The real estate division now occupies a portion of the fifth floor and the project management division is scheduled to occupy the fourth floor before the end of February. The Board ratified the architectural services agreement for modifications to the fifth floor on October 20, 2009. The plans and specifications for the fifth floor tenant improvements were approved by the Board on December 22, 2009. Following a formal bid process, B.J.M.V. Inc., dba Southern Pacific Coatings was determined to be the lowest responsive and responsible bidder on February 22, 2010. Approval of the construction agreement for the fifth floor is now being requested.

A lease agreement has been finalized to pay these and other improvement costs and was approved on December 22, 2009, M. O. 4.5.

BACKGROUND: (Continued)

Following is the budget for the project currently before the Board for consideration.

PROJECT BUDGET:

The approximate allocation of the project budget is as follows:

Design	\$ 124,390
Construction/Demolition	\$ 595,693
Project Management	\$ 77,450
Inspection	\$ 12,500
Project Contingency	\$ 80,968
Construction Sub-total	\$ 891,001 (without furniture)
Furniture, Fixtures & Equipment	\$ 346,000
TOTAL	\$1,237,001

AGREEMENT FORM

THIS AGREEMENT, entered into this 5th day of March, 2010, by and between B.J.M.V. Inc, dba Southern Pacific Coatings 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 Riverside Centre 5th Floor Renovation Project. In strict accordance with the Plans and Specifications dated January 2010 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 Seventy Five (75) 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 four hundred, twenty-one thousand and twelve dollars (\$421,012) being the total of the base bid plus the following alternate: 1. The sum is to be paid according to the schedule as provided in the General Conditions.

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: B. J. M. V. Inc, dba Southern Pacific Coatings
Address: P. O. Box 614, Orange, CA 92856
Contractor's License No.: 690720

IF OTHER THAN CORPORATION EXECUTE HERE

Signature: _____
Title: _____

Affix Seal
If
Corporation

IF CORPORATION, FILL OUT FOLLOWING AND EXECUTE

Name of President of Corporation: Benjamin J. Rodriguez
Name of Secretary of Corporation: Benjamin J. Rodriguez
Corporation is organized under the laws of State of California
Signature: _____
Title: President

Owner: COUNTY OF RIVERSIDE
Signature: Marion Ashley
Title: Chairman - Board of Supervisors **MARION ASHLEY**

Attest: Clerk - Board of Supervisors **KECIA HARPER-IHEM**
By: [Signature]
Title: DEPUTY

APR 20 2010 3.24

FORM APPROVED COUNTY COUNCIL
BY [Signature] 3/25/10
MARSHAL VICTOR **DALE**

Executed in Five (5) Counterparts

Bond Number: 10-02606-PP

Premium: \$10,525.00

PERFORMANCE BOND

The makers of this Bond, B.J.M.V., Inc. dba Southern Pacific Coatings, as Principal, and First Sealord Surety, Inc. as Surety, are held and firmly bound unto County of Riverside, hereinafter called the Owner, in the sum of Four Hundred Twenty-One Thousand * Dollars (\$ 421,012.00) 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.

The condition of this obligation is such, that whereas the Principal entered into a certain contract, hereto attached, with the Owner, dated March 5, 2010 for the Riverside Center 5th Floor Aviation-CSA-Housing Renovation Project.

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 15th Day of March, 2010.

B.J.M.V., Inc. dba Southern Pacific Coatings

(Firm Name - Principal)

P.O. Box 614, Orange, CA 92856

(Business Address)

By: 

(Signature - Attach Notary's Acknowledgment)

President

(Title)

Affix Seal
if
Corporation

First Sealord Surety, Inc.

(Corporation Name - Surety)

160 N. Riverview Dr., Suite 200, Anaheim Hills, CA 92808

(Business Address)

By: 

(Signature - Attach Notary's Acknowledgment)

Adriana Valenzuela,
Attorney-in-Fact

Affix
Corporate
Seal

ATTORNEY-IN-FACT

(Title-Attach Power of Attorney)

* Twelve and No/100

ACKNOWLEDGMENT

State of California
County of Orange)

On March 15, 2010 before me, Susan Ponsell, Notary Public
(insert name and title of the officer)

personally appeared Benjamin J. Rodriguez,
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  (Seal)



ACKNOWLEDGMENT

State of California
County of Orange)

On March 15, 2010 before me, Susan Ponsell, Notary Public
(insert name and title of the officer)

personally appeared Adriana Valenzuela
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  (Seal)



First Sealord Surety, Inc.
Power of Attorney

Power No: ACA-0817-09-17520

KNOW ALL MEN BY THESE PRESENTS: That First Sealord Surety, Inc., a corporation of the Commonwealth of Pennsylvania, (hereinafter the "Company") has made, constituted and appointed, and by these presents does make, constitute and appoint Lourdes Landa, Mark Roskopf and/or Adriana Valenzuela all of Fullerton, California its true and lawful Attorney-in-Fact, to make, execute and deliver on its behalf insurance policies, surety bonds, undertakings and other instruments of a similar nature as follows:

***** Not To Exceed Five Million Dollars-----(\$5,000,000.00) *****

Such insurance policies, surety bonds, undertakings and instruments for said purposes, when duly executed by the aforesaid Attorney-in-Fact, shall be binding upon the said Corporation as fully and to the same extent as if signed by the duly authorized officers of the Corporation and sealed with its corporate seal; and all the acts of said Attorney-in-Fact, pursuant to the authority hereby given, are hereby ratified and confirmed.

This appointment is made pursuant to the following By-Laws which were duly adopted by the Board of Directors of the said Corporation on April 7, 2003 with all Amendments thereto and are still in full force and effect:

"Article XII: Policies, Bonds, Recognitions, Stipulations, Consents of Surety, Underwriting Undertakings, and Instruments Relating Thereto.

Section 12-1. Insurance policies, bonds, recognitions, stipulations, consents of surety and underwriting undertakings of the Corporation, and releases, agreements and other writings relating in any way thereto or to any claim or loss thereunder, shall be signed in the name and on behalf of the Corporation: a) by the Chairman of the Board, the President or a Vice President, and by the Secretary or an Assistant Secretary; or b) by an Attorney-in-Fact for the Corporation appointed and authorized by the Chairman of the Board, the President, or a Vice President to make such signature; or c) by such other officers or representatives as the Board may from time to time determine. The seal of the Corporation shall if appropriate be affixed thereto by any such officer, Attorney-in-Fact or representative. The authority of such Attorney-in-Fact and Agents shall be as prescribed in the instrument evidencing their appointment. Any such appointment and all authority granted thereby may be revoked at any time by the Board of Directors or by any person empowered to make such appointment."

IN WITNESS WHEREOF, First Sealord Surety, Inc. has caused these presents to be duly signed and its corporate seal to be hereunto affixed and duly attested this 20th day of January, 2004.



(Seal)

Attest:

Handwritten signature of Gary L. Bragg.

Gary L. Bragg, Secretary

First Sealord Surety, Inc.

By:

Handwritten signature of Joel D. Cooperman.

Joel D. Cooperman, Vice President

Commonwealth of Pennsylvania
County of Montgomery

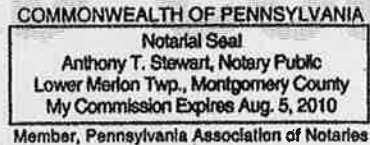
On this 20th day of January, 2004, before me personally appeared Joel D. Cooperman, Vice President of First Sealord Surety, Inc., with whom I am personally acquainted, who, being by me duly sworn, said that he resides in the Commonwealth of Pennsylvania, that he is Vice President of First Sealord Surety, Inc., the corporation described in and which executed the foregoing instrument; that he knows the corporate seal of the said Corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Corporation; and that he signed his name thereto as Vice President of said Corporation by like authority.

(Seal)



Handwritten signature of Anthony T. Stewart.

- Notary Public



CERTIFICATE

I, the undersigned Secretary of First Sealord Surety, Inc. do hereby certify that the original Power of Attorney of which the foregoing is a full, true and correct copy, is in full force and effect on the date of this Certificate and I do further certify that the Officer who executed the said Power of Attorney was one of the Officers authorized by the Board of Directors to appoint an Attorney-in-Fact as provided in Section 12-1 of the By-Laws of First Sealord Surety, Inc. This Certificate may be signed and sealed by facsimile under and by authority of the following provisions of the By-Laws of First Sealord Surety, Inc.:

"Section 12-2. The use of a printed facsimile of the corporate seal of the Corporation and of the signature of the Secretary or an Assistant Secretary on any certification of the correctness of a copy of an instrument executed by an authorized person pursuant to Article XII, Section 12-1 of the By-Laws appointing and authorizing an Attorney-in-Fact to sign in the name and on behalf of the Corporation surety bonds, underwriting undertakings, or other instruments described in said Section 12-1, with like effect as if such seal and such signature had been manually affixed and made."

In Witness Whereof, I have hereunto set my hand and affixed the corporate seal of the Corporation to these presents

this ___ day of MAR 15 2010, 20__

This power of attorney is void unless the Bond number is inserted in this paragraph (insert Bond # here 10-02606-PP), the bond number is the same number as on the original bond, and the bond number has been inserted by an officer or employee of the Company or by the agent.

(seal)

Handwritten signature of Gary L. Bragg.

Gary L. Bragg, Secretary

Executed in Five (5) Counterparts

Bond Number: 10-02606-PP

Premium: INCLUDED

PAYMENT BOND

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

The makers of this Bond are B.J.M.V., Inc. dba Southern Pacific Coatings as Principal and Original Contractor and First Sealord Surety, Inc., 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 March 5, 2010 between Principal and County of Riverside, a public entity, as owner, for Four Hundred Twenty-One Thousand * dollars (\$ 421,012.00) the total amount payable. THE AMOUNT OF THIS BOND IS 100% OF SAID SUM. Said contract is for public work of: Riverside Center 5th Floor Aviation-CSA-Housing Renovation Project.

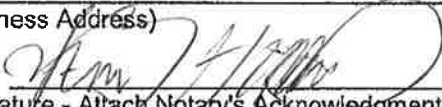
The beneficiaries of this Bond are as is stated in 3248 of the Civil Code and the requirements and conditions of this Bond are as is set forth in Sections 3248, 3249, 3250 and 3252 of said Code. Without notice, Surety consents to extension of time for performance, change in requirements, amount of compensation,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

Signed and Sealed this 15th Day of March 2010.

B.J.M.V., Inc. dba Southern Pacific Coatings
(Firm Name - Principal)

P.O. Box 614, Orange, CA 92856
(Business Address)

Affix Seal
if
Corporation

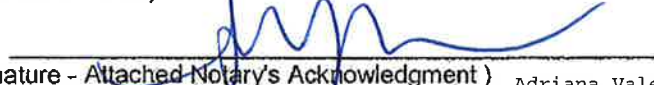
By: 
(Signature - Attach Notary's Acknowledgment)

President
(Title)

First Sealord Surety, Inc.
(Corporation Name - Surety)

160 N. Riverview Dr., Suite 200, Anaheim Hills, CA 92808
(Business Address)

Affix
Corporate
Seal

By: 
(Signature - Attached Notary's Acknowledgment) Adriana Valenzuela,
Attorney-in-Fact

ATTORNEY-IN-FACT
(Title-Attach Power of Attorney)

* Twelve and No/100

ACKNOWLEDGMENT

State of California
County of Orange

On March 15, 2010 before me, Susan Ponsell, Notary Public
(insert name and title of the officer)

personally appeared Benjamin J. Rodriguez,
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 

(Seal)



ACKNOWLEDGMENT

State of California
County of Orange)

On March 15, 2010 before me, Susan Ponsell, Notary Public
(insert name and title of the officer)

personally appeared Adriana Valenzuela,
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 *S Ponsell* (Seal)



First Sealord Surety, Inc.
Power of Attorney

Power No: ACA-0817-09-17521

KNOW ALL MEN BY THESE PRESENTS: That First Sealord Surety, Inc., a corporation of the Commonwealth of Pennsylvania, (hereinafter the "Company") has made, constituted and appointed, and by these presents does make, constitute and appoint Lourdes Landa, Mark Roskopf and/or Adriana Valenzuela all of Fullerton, California its true and lawful Attorney-in-Fact, to make, execute and deliver on its behalf insurance policies, surety bonds, undertakings and other instruments of a similar nature as follows:

***** Not To Exceed Five Million Dollars-----(\$5,000,000.00) *****

Such insurance policies, surety bonds, undertakings and instruments for said purposes, when duly executed by the aforesaid Attorney-in-Fact, shall be binding upon the said Corporation as fully and to the same extent as if signed by the duly authorized officers of the Corporation and sealed with its corporate seal; and all the acts of said Attorney-in-Fact, pursuant to the authority hereby given, are hereby ratified and confirmed.

This appointment is made pursuant to the following By-Laws which were duly adopted by the Board of Directors of the said Corporation on April 7, 2003 with all Amendments thereto and are still in full force and effect:

"Article XII: Policies, Bonds, Recognitions, Stipulations, Consents of Surety, Underwriting Undertakings, and Instruments Relating Thereto.

Section 12-1. Insurance policies, bonds, recognitions, stipulations, consents of surety and underwriting undertakings of the Corporation, and releases, agreements and other writings relating in any way thereto or to any claim or loss thereunder, shall be signed in the name and on behalf of the Corporation: a) by the Chairman of the Board, the President or a Vice President, and by the Secretary or an Assistant Secretary; or b) by an Attorney-in-Fact for the Corporation appointed and authorized by the Chairman of the Board, the President, or a Vice President to make such signature; or c) by such other officers or representatives as the Board may from time to time determine. The seal of the Corporation shall if appropriate be affixed thereto by any such officer, Attorney-in-Fact or representative. The authority of such Attorney-in-Fact and Agents shall be as prescribed in the instrument evidencing their appointment. Any such appointment and all authority granted thereby may be revoked at any time by the Board of Directors or by any person empowered to make such appointment."

IN WITNESS WHEREOF, First Sealord Surety, Inc. has caused these presents to be duly signed and its corporate seal to be hereunto affixed and duly attested this 20th day of January, 2004.



(Seal)

Attest:

Signature of Gary L. Bragg, Secretary

Gary L. Bragg, Secretary

First Sealord Surety, Inc.

By:

Signature of Joel D. Cooperman, Vice President

Joel D. Cooperman, Vice President

Commonwealth of Pennsylvania
County of Montgomery

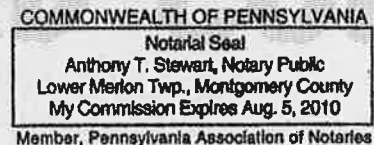
On this 20th day of January, 2004, before me personally appeared Joel D. Cooperman, Vice President of First Sealord Surety, Inc., with whom I am personally acquainted, who, being by me duly sworn, said that he resides in the Commonwealth of Pennsylvania, that he is Vice President of First Sealord Surety, Inc., the corporation described in and which executed the foregoing instrument; that he knows the corporate seal of the said Corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Corporation; and that he signed his name thereto as Vice President of said Corporation by like authority.



(Seal)

Signature of Notary Public

- Notary Public



CERTIFICATE

I, the undersigned Secretary of First Sealord Surety, Inc. do hereby certify that the original Power of Attorney of which the foregoing is a full, true and correct copy, is in full force and effect on the date of this Certificate and I do further certify that the Officer who executed the said Power of Attorney was one of the Officers authorized by the Board of Directors to appoint an Attorney-in-Fact as provided in Section 12-1 of the By-Laws of First Sealord Surety, Inc. This Certificate may be signed and sealed by facsimile under and by authority of the following provisions of the By-Laws of First Sealord Surety, Inc.:

"Section 12-2. The use of a printed facsimile of the corporate seal of the Corporation and of the signature of the Secretary or an Assistant Secretary on any certification of the correctness of a copy of an instrument executed by an authorized person pursuant to Article XII, Section 12-1 of the By-Laws appointing and authorizing an Attorney-in-Fact to sign in the name and on behalf of the Corporation surety bonds, underwriting undertakings, or other instruments described in said Section 12-1, with like effect as if such seal and such signature had been manually affixed and made."

In Witness Whereof, I have hereunto set my hand and affixed the corporate seal of the Corporation to these presents

this ___ day of MAR 15 2010, 20__.

This power of attorney is void unless the Bond number is inserted in this paragraph (insert Bond # here 10-02606-AP), the bond number is the same number as on the original bond, and the bond number has been inserted by an officer or employee of the Company or by the agent.

(seal)

Signature of Gary L. Bragg, Secretary

Gary L. Bragg, Secretary

BOND RIDER

To be attached to and form a part of

Type of Bond: **Performance Bond and Payment Bond** Bond No. **10-02606-PP**

executed by **B.J.M.V., Inc. dba Southern Pacific Coatings**, as Principal,

and by **First Sealord Surety, Inc.** as Surety,

in favor of **The County of Riverside**

and dated **March 15, 2010**

In consideration of the premium charged for the above referenced bond, it is hereby agreed to change:

The Bond Number of said Performance Bond and Payment Bond is amended to read: 10-02714-PP

The above referenced bond shall be subject to all its agreements, limitations and conditions except as herein expressly modified.

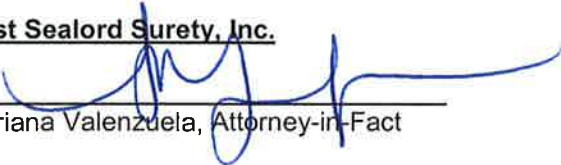
This rider is effective **March 15, 2010**

Signed and Sealed **March 16, 2010**

Principal: **B.J.M.V., Inc. dba Southern Pacific Coatings**

By:  _____

Surety: **First Sealord Surety, Inc.**

By:  _____
Adriana Valenzuela, Attorney-in-Fact

ACKNOWLEDGMENT

State of California
County of Orange)

On March 16, 2010 before me, Susan Ponsell, Notary Public
(insert name and title of the officer)

personally appeared Adriana Valenzuela,
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  (Seal)



UNAUTHORIZED COPY

**First Sealord Surety, Inc.
Power of Attorney**

Power No: ACA-0817-09-17526

KNOW ALL MEN BY THESE PRESENTS: That First Sealord Surety, Inc., a corporation of the Commonwealth of Pennsylvania, (hereinafter the "Company") has made, constituted and appointed, and by these presents does make, constitute and appoint **Lourdes Landa, Mark Rosskopf and/or Adriana Valenzuela all of Fullerton, California** its true and lawful Attorney-in-Fact, to make, execute and deliver on its behalf insurance policies, surety bonds, undertakings and other instruments of a similar nature as follows:

***** **Not To Exceed Five Million Dollars-----(\$5,000,000.00)** *****

Such insurance policies, surety bonds, undertakings and instruments for said purposes, when duly executed by the aforesaid Attorney-in-Fact, shall be binding upon the said Corporation as fully and to the same extent as if signed by the duly authorized officers of the Corporation and sealed with its corporate seal; and all the acts of said Attorney-in-Fact, pursuant to the authority hereby given, are hereby ratified and confirmed.

This appointment is made pursuant to the following By-Laws which were duly adopted by the Board of Directors of the said Corporation on April 7, 2003 with all Amendments thereto and are still in full force and effect:

"Article XII: Policies, Bonds, Recognitions, Stipulations, Consents of Surety, Underwriting Undertakings, and Instruments Relating Thereto.

Section 12-1. Insurance policies, bonds, recognitions, stipulations, consents of surety and underwriting undertakings of the Corporation, and releases, agreements and other writings relating in any way thereto or to any claim or loss thereunder, shall be signed in the name and on behalf of the Corporation: a) by the Chairman of the Board, the President or a Vice President, and by the Secretary or an Assistant Secretary; or b) by an Attorney-in-Fact for the Corporation appointed and authorized by the Chairman of the Board, the President, or a Vice President to make such signature; or c) by such other officers or representatives as the Board may from time to time determine. The seal of the Corporation shall if appropriate be affixed thereto by any such officer, Attorney-in-Fact or representative. The authority of such Attorney-in-Fact and Agents shall be as prescribed in the instrument evidencing their appointment. Any such appointment and all authority granted thereby may be revoked at any time by the Board of Directors or by any person empowered to make such appointment."

IN WITNESS WHEREOF, First Sealord Surety, Inc. has caused these presents to be duly signed and its corporate seal to be hereunto affixed and duly attested this 20th day of January, 2004.



(Seal)

Attest:



Gary L. Bragg, Secretary

Gary L. Bragg, Secretary

First Sealord Surety, Inc.

By:



Joel D. Cooperman, Vice President

Joel D. Cooperman, Vice President

Commonwealth of Pennsylvania
County of Montgomery

On this 20th day of January, 2004, before me personally appeared Joel D. Cooperman, Vice President of First Sealord Surety, Inc., with whom I am personally acquainted, who, being by me duly sworn, said that he resides in the Commonwealth of Pennsylvania, that he is Vice President of First Sealord Surety, Inc., the corporation described in and which executed the foregoing instrument; that he knows the corporate seal of the said Corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Corporation; and that he signed his name thereto as Vice President of said Corporation by like authority.

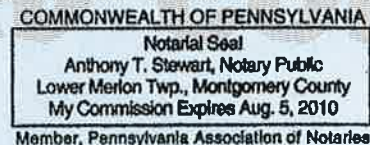


(Seal)



- Notary Public

- Notary Public



CERTIFICATE

I, the undersigned Secretary of First Sealord Surety, Inc. do hereby certify that the original Power of Attorney of which the foregoing is a full, true and correct copy, is in full force and effect on the date of this Certificate and I do further certify that the Officer who executed the said Power of Attorney was one of the Officers authorized by the Board of Directors to appoint an Attorney-in-Fact as provided in Section 12-1 of the By-Laws of First Sealord Surety, Inc. This Certificate may be signed and sealed by facsimile under and by authority of the following provisions of the By-Laws of First Sealord Surety, Inc.:

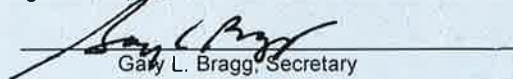
"Section 12-2. The use of a printed facsimile of the corporate seal of the Corporation and of the signature of the Secretary or an Assistant Secretary on any certification of the correctness of a copy of an instrument executed by an authorized person pursuant to Article XII, Section 12-1 of the By-Laws appointing and authorizing an Attorney-in-Fact to sign in the name and on behalf of the Corporation surety bonds, underwriting undertakings, or other instruments described in said Section 12-1, with like effect as if such seal and such signature had been manually affixed and made."

In Witness Whereof, I have hereunto set my hand and affixed the corporate seal of the Corporation to these presents

this _____ day of **MAR 16 2010**, 20____.

This power of attorney is void unless the Bond number is inserted in this paragraph (insert Bond # here 10-027114-PP), the bond number is the same number as on the original bond, and the bond number has been inserted by an officer or employee of the Company or by the agent.

(seal)



Gary L. Bragg, Secretary

Gary L. Bragg, Secretary

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/24/2010

PRODUCER
GCIS
PO BOX 10255
Santa Ana, CA 92711
714-541-6166

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
BJMV INC
DBA Southern Pacific Coatings
PO BOX 614
Orange CA 92856

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Gemini Ins Co	
INSURER B: Golden Eagle Insurance	
INSURER C: National Union Fire Ins Co	
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 LTR	ADD'L INSR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
A	Y	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	VCGP017455	06/22/2009	06/22/2010	EACH OCCURRENCE	\$ 1,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 50,000
						MED EXP (Any one person)	\$ 5,000
						PERSONAL & ADV INJURY	\$ 1,000,000
						GENERAL AGGREGATE	\$ 2,000,000
						PRODUCTS - COM/OP AGG	\$ 1,000,000
B		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	24-CC-270522-10	09/01/2009	09/01/2010	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	\$
C		EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$	BE031810476	06/22/2009	06/22/2010	EACH OCCURRENCE	\$ 8,000,000
						AGGREGATE	\$ 8,000,000
							\$
							\$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				WC STATU-TORY LIMITS	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

Job Location: Riverside Centre, 3403 Tenth Street, 5th Floor, Riverside, CA 92501

County of Riverside- it's Directors, Officers, Special Districts, Board of Supervisors, employees, agents or representatives are named as additional insured with respect to the general liability policy limits per form VE02240606.

*10 Days notice of cancellation will apply for non-payment of premium.

CERTIFICATE HOLDER

County of Riverside
Economic Development Agency
3133 Mission Inn Avenue
Riverside, CA 92507

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL _____ 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

Policy Number: VCGP017455
Insured Name: SOUTHERN PACIFIC COATINGS
Number: 25

VE 0224 06 06

Effective Date: 06/22/2009

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED—OWNERS, LESSEES OR
CONTRACTORS—SCHEDULED PERSON OR
ORGANIZATION—INCLUDING PRODUCTS-COMPLETED
OPERATIONS (AMENDED)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

For a flat fully earned additional premium of 0.00

Name of Person or Organization:

IT IS AGREED THIS BLANKET ADDITIONAL INSURED ENDORSEMENT SHALL ONLY APPLY TO
COMMERCIAL BUILDING PROJECTS. THERE SHALL BE NO ADDITIONAL INSURED COVERAGE
AVAILABLE NOR ANY DUTY TO DEFEND ANY BUILDING PROJECT INVOLVING ANY NEW
PLANNED UNIT DEVELOPMENT, NEW RESIDENTIAL DEVELOPMENT, NEW CONDOMINIUM, NEW
TOWNHOUSE, NEW DUPLEX, OR NEW PATIO HOME DEVELOPMENT.

Job No.: COMMERCIAL JOBS ONLY

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

- A) Section II – Who Is An Insured is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability caused by your ongoing and completed operations performed for that insured.
- B) With respect to the insurance afforded to these additional insureds, the following exclusions are added:
- 2) Exclusions

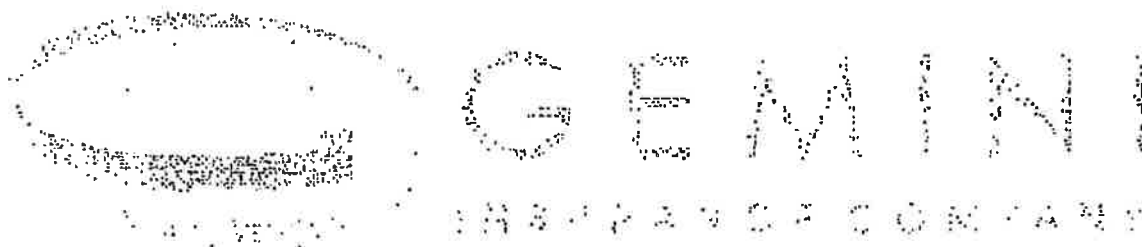
a) This insurance does not apply to "bodily injury" or "property damage" arising out of "your work" that has been completed by or for you prior to the Policy Period. "Your work" will be deemed completed at the earliest of the following times:

- (1) When all of the work called for in your contract has been completed.
- (2) When all of the work to be done at the job site has been completed if your contract calls for work at more than one job site.
- (3) When that part of the work done at a job site has been put to its intended use

by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

b) This insurance does not apply to liability caused by the sole negligence of the person or organization shown in the Schedule.



ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/24/2010

PRODUCER
714-289-9700
FARMERS INSURANCE
NATHAN PETZ INSURANCE AGENCY
1431 E CHAPMAN AVE
ORANGE, CA 92866

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
BJMV INC
DBA Southern Pacific Coalings
PO BOX 614
Orange CA 92856

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: TRUCK INSURANCE EXCHANGE	
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.

INBR ADD'L LTR. INFO	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"/> PROJ-JECT <input type="checkbox"/> LOC				EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMPROP AGG \$								
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ 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 \$ \$ \$ \$								
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	A0109-54-69-09	09/01/2009	09/01/2010	<table border="1"> <thead> <tr> <th>WC STATU-TORY LIMITS</th> <th>OTH-ER</th> </tr> </thead> <tbody> <tr> <td>E.L. EACH ACCIDENT</td> <td>\$ 1,000,000</td> </tr> <tr> <td>E.L. DISEASE - EA EMPLOYEE</td> <td>\$ 1,000,000</td> </tr> <tr> <td>E.L. DISEASE - POLICY LIMIT</td> <td>\$ 1,000,000</td> </tr> </tbody> </table>	WC STATU-TORY LIMITS	OTH-ER	E.L. EACH ACCIDENT	\$ 1,000,000	E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000	E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
WC STATU-TORY LIMITS	OTH-ER												
E.L. EACH ACCIDENT	\$ 1,000,000												
E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000												
E.L. DISEASE - POLICY LIMIT	\$ 1,000,000												
	OTHER												

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

County of Riverside- it's Directors, Officers, Special Districts, Board of Supervisors, employees, agents or representatives are named as additional insured.

Job Location: Riverside Centre, 3403 Tenth Street, 5th Floor, Riverside, CA 92501

CERTIFICATE HOLDER

County of Riverside
Economic Development Agency
3133 Mission Inn Avenue
Riverside, CA 92507

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL _____ 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

TRUCK INSURANCE
EXCHANGE
NCCI CO. NO.
18244

FARMERS INSURANCE
EXCHANGE
NCCI CO. NO.
17744

MID-CENTURY
INSURANCE CO.
NCCI CO. NO.
12888

5000
1st Edition

**WORKERS' COMPENSATION
ENDORSEMENT**
**WORKERS' COMPENSATION
AND EMPLOYERS' LIABILITY INSURANCE POLICY**

Named Insured
BUMV INC
P.O. BOX 614
ORANGE, CA 92855

Agent
97-22-329

AD1095469-09

2009

Policy Number
of the Company

Policy
Year

Effective Date
9/1/2009

THIS MANUSCRIPT ENDORSEMENT CHANGES THE POLICY TO WHICH IT IS ATTACHED EFFECTIVE THE INCEPTION DATE OF THE POLICY, FORMS A PART OF POLICY NO. A0109-54-69 ISSUED TO BUMV INC, AND CONSTITUTES AS A BLANKET WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT. WE HAVE A RIGHT TO RECOVER OUR PAYMENTS FROM ANYONE LIABLE FOR AN INJURY COVERED BY THIS POLICY. WE WILL NOT ENFORCE OUR RIGHT AGAINST ANY PERSON OR ORGANIZATION WITH WHOM YOU HAVE A WRITTEN CONTRACT THAT REQUIRES YOU TO OBTAIN THIS AGREEMENT FROM LIS, AS REGARDS ANY WORK YOU PERFORM FOR SUCH PERSON OR ORGANIZATION. THE ADDITIONAL PREMIUM FOR THIS ENDORSEMENT SHALL BE 3% OF THE TOTAL ANNUAL WORKERS COMPENSATION PREMIUM FOR THIS POLICY.

This endorsement is part of your policy. It supersedes and controls anything to the contrary. It is otherwise subject to all the terms of the policy.

Countersigned

Catherine Horzok

Authorized Representative



TRUCK INSURANCE EXCHANGE
NCCI CO. NO. 18244

FARMERS INSURANCE EXCHANGE
NCCI CO. NO. 17744

MID-CENTURY INSURANCE COMPANY
NCCI CO. NO. 12968

9026B
CALIFORNIA
2nd Edition

WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE POLICY

Named Insured
BIMV INC
P.O. BOX 614
ORANGE, CA 92856

Agent
97-22-329

A01095459-09

2009

Policy Number
of the Company

Policy
Year

Effective Date
9/1/2009

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT - CALIFORNIA

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

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be 3 % of the California Workers' Compensation premium otherwise due on such remuneration. Minimum Charge: \$250.00

Schedule

Person or Organization	Job Description
SEE ENDORSEMENT ES000	to be determined BLANKET WAIVER

This endorsement is part of your policy. It supersedes and controls anything to the contrary. It is otherwise subject to all the terms of the policy.

Countersigned

Catherine Horzok

Authorized Representative



Policy Number: VCGP017455
Insured Name: SOUTHERN PACIFIC COATINGS
Number: 28

CG 24 04 10 93

Effective Date: 06/22/2009

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 PART

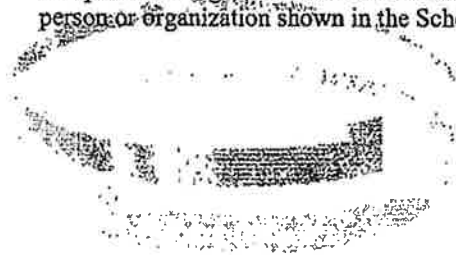
SCHEDULE

Name of Person or Organization:
AS REQUIRED BY WRITTEN CONTRACT

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

The TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US Condition (Section IV – COMMERCIAL GENERAL LIABILITY CONDITIONS) is amended by the addition of the following:

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



G E M I N I
INSURANCE COMPANY



March 25, 2010

To:
County of Riverside
Economic Development Agency
3133 Mission Inn Avenue
Riverside, CA 92507

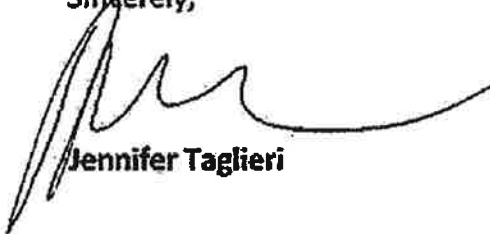
From:
Jennifer Taglieri
Grand Conexion Insurance Services
Agent for Golden Eagle Insurance

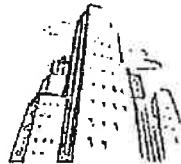
Insured:
BJMV Inc DBA Southern Pacific Coatings

Policy No.:
24-CC-270522-10

This letter is being sent to confirm that the additional insured endorsement and waiver of subrogation for the County of Riverside Economic Development Agency has been processed effective 03/24/2010. The forms come directly from Golden Eagle Insurance and can take at least 24 hours to be released. Both endorsement and waiver will be forwarded immediately upon receipt. Feel free to contact me with any further questions or concerns.

Sincerely,


Jennifer Taglieri



AUTO • HEALTH • HOME • LIFE • BUSINESS • COMMERCIAL • BONDS

Grand Conexion Insurance Services
PO BOX 10255 Santa Ana, CA 92711
Phone (714) 541-6166 • Fax (714) 541-6266
Call toll free 1-888-541-6166
www.insurancehookup.com

LC 0686521

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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Copyright, Insurance Services Office, Inc., 1997

- (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;

- c. The market value of your damaged vehicle, not including any furnishings, parts or equipment not installed by the manufacturer or manufacturer's dealership.

This coverage applies only to a covered "auto" of the private passenger, light truck or medium truck type (20,000 lbs or less gross vehicle weight) and does not apply to initiation or set up costs associated with loans or leases.

TWO OR MORE DEDUCTIBLES

Under SECTION III — PHYSICAL DAMAGE COVERAGE, if two or more "company" policies or coverage forms apply to the same accident, the following applies to paragraph D. Deductible:

- a. If the applicable Business Auto deductible is the smaller (or smallest) deductible it will be waived; or
- b. If the applicable Business Auto deductible is not the smaller (or smallest) deductible it will be reduced by the amount of the smaller (or smallest) deductible; or
- c. If the loss involves two or more Business Auto coverage forms or policies the smaller (or smallest) deductible will be waived.

For the purpose of this endorsement "company" means:

- a. Safeco Insurance Company of America
- b. American States Insurance Company
- c. General Insurance Company of America
- d. American Economy Insurance Company
- e. First National Insurance Company of America
- f. American States Insurance Company of Texas
- g. American States Preferred Insurance Company
- h. Safeco Insurance Company of Illinois

LOAN/LEASE GAP COVERAGE

Under paragraph C — LIMIT OF INSURANCE of SECTION III — PHYSICAL DAMAGE COVERAGE, the following is added:

- 4. The most we will pay for a total "loss" in any one "accident" is the greater of the following, subject to a \$1,500 maximum limit:

- a. Actual cash value of the damaged or stolen property as of the time of the "loss", less an adjustment for depreciation and physical condition; or
- b. Balance due under the terms of the loan or lease that the damaged covered "auto" is subject to at the time of the "loss", less any one or all of the following adjustments:

- (1) Overdue payment and financial penalties associated with those payments as of the date of the "loss".
- (2) Financial penalties imposed under a lease due to high mileage, excessive use or abnormal wear and tear.
- (3) Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease.
- (4) Transfer or rollover balances from previous loans or leases.
- (5) Final payment due under a "Balloon Loan".
- (6) The dollar amount of any un-repaired damage that occurred prior to the "total loss" of a covered "auto".
- (7) Security deposits not refunded by a lessor.
- (8) All refunds payable or paid to you as a result of the early termination of a lease agreement or any warranty or extended service agreement on a covered "auto".
- (9) Any amount representing taxes.
- (10) Loan or lease termination fees

GLASS REPAIR — WAIVER OF DEDUCTIBLE

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

No deductible applies to glass damage if the glass is repaired rather than replaced.

AMENDED DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS

The requirement in LOSS CONDITION 2.a. — DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS — of SECTION IV — BUSINESS AUTO CONDITIONS that you must notify us of an

"accident" applies only when the "accident" is known to:

- (1) You, if you are an individual;
- (2) A partner, if you are a partnership; or
- (3) An executive officer or insurance manager, if you are a corporation.

UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

SECTION IV — BUSINESS AUTO CONDITIONS — B.2. is amended by the addition of the following:

If you unintentionally fail to disclose any hazards existing at the inception date of your policy, we will not deny coverage under this Coverage Form because of such failure. However, this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

HIRED AUTO — LIMITED WORLD WIDE COVERAGE

Under **Section IV — Business Conditions, Paragraph B.7.b.e(1)** is replaced by the following:

- (1) The "accident" or "loss" results from the use of an "auto" hired for 30 days or less.

RESULTANT MENTAL ANGUISH COVERAGE

SECTION V — DEFINITIONS — C. is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease sustained by a person including mental anguish or death resulting from any of these.

HIRED AUTO PHYSICAL DAMAGE COVERAGE

If hired "autos" are covered "autos" for Liability coverage and if Comprehensive, Specified Causes of Loss or Collision coverages are provided under this Coverage Form for any "auto" you own, then the Physical Damage Coverages provided are extended to "autos" you hire or borrow.

The most we will pay for loss to any hired "auto" is \$50,000 or Actual Cash Value or Cost of Repair, whichever is smallest, minus a deductible. The deductible will be equal to the largest deductible applicable to any owned "auto" of the private passenger or light truck type for that coverage. Hired Auto Physical Damage coverage is excess over any other collectible insurance. Subject to the above limit,

deductible and excess provisions, we will provide coverage equal to the broadest coverage applicable to any covered "auto" you own.

HIRED AUTO PHYSICAL DAMAGE COVERAGE — LOSS OF USE

SECTION III — PHYSICAL DAMAGE A.4.b. Form does not apply.

Subject to a maximum of \$1,000 per accident, we will cover loss of use of a hired "auto" if it results from an accident, you are legally liable and the lessor incurs an actual financial loss.

RENTAL REIMBURSEMENT COVERAGE

- A. We will pay for rental reimbursement expenses incurred by you for the rental of an "auto" because of a covered "loss" to a covered "auto". Payment applies in addition to the otherwise applicable amount of each coverage you have on a covered "auto". No deductibles apply to this coverage.
- B. We will pay only for those expenses incurred during the policy period beginning 24 hours after the "loss" and ending, regardless of the policy's expiration, with the lesser of the following number of days:
 1. The number of days reasonably required to repair or replace the covered "auto". If "loss" is caused by theft, this number of days is added to the number of days it takes to locate the covered "auto" and return it to you.
 2. 30 days.
- C. Our payment is limited to the lesser of the following amounts:
 1. Necessary and actual expenses incurred.
 2. \$50 per day.
- D. This coverage does not apply while there are spare or reserve "autos" available to you for your operations.
- E. If "loss" results from the total theft of a covered "auto" of the private passenger type, we will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided for under the PHYSICAL DAMAGE COVERAGE Coverage Extension.
- F. The Rental Reimbursement Coverage described above does not apply to a covered "auto" that is described or designated as a covered "auto" on

Rental Reimbursement Coverage Form
CA 99 23.

the manufacturer for the installation of a radio.

AUDIO, VISUAL AND DATA ELECTRONIC EQUIPMENT COVERAGE

A. Coverage

1. We will pay with respect to a covered "auto" for "loss" to any electronic equipment that receives or transmits audio, visual or data signals and that is not designed solely for the reproduction of sound. This coverage applies only if the equipment is permanently installed in the covered "auto" at the time of the "loss" or the equipment is removable from a housing unit which is permanently installed in the covered "auto" at the time of the "loss", and such equipment is designed to be solely operated by use of the power from the "auto's" electrical system, in or upon the covered "auto".
2. We will pay with respect to a covered "auto" for "loss" to any accessories used with the electronic equipment described in paragraph A.1. above.

However, this does not include tapes, records or discs.
3. If Audio, Visual and Data Electronic Equipment Coverage form CA 99 60 or CA 99 94 is attached to this policy, then the Audio, Visual and Data Electronic Equipment Coverage described above does not apply.

B. Exclusions

The exclusions that apply to PHYSICAL DAMAGE COVERAGE, except for the exclusion relating to Audio, Visual and Data Electronic Equipment, also apply to this coverage. In addition, the following exclusions apply:

We will not pay for either any electronic equipment or accessories used with such electronic equipment that is:

1. Necessary for the normal operation of the covered "auto" for the monitoring of the covered "auto's" operating system; or
2. Both:
 - a. an integral part of the same unit housing any sound reproducing equipment designed solely for the reproduction of sound if the sound reproducing equipment is permanently installed in the covered "auto"; and
 - b. permanently installed in the opening of the dash or console normally used by

C. Limit of Insurance

With respect to this coverage, the LIMIT OF INSURANCE provision of PHYSICAL DAMAGE COVERAGE is replaced by the following:

1. The most we will pay for "loss" to audio, visual or data electronic equipment and any accessories used with this equipment as a result of any one "accident" is the lesser of:
 - a. The actual cash value of the damaged or stolen property as of the time of the "loss"; or
 - b. The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality.
 - c. \$1,000.
2. An adjustment for depreciation and physical condition will be made in determining actual cash value at the time of the "loss".
3. If a repair or replacement results in better than like kind or quality, we will not pay for the amount of the betterment.

D. Deductible

1. If "loss" to the audio, visual or data electronic equipment or accessories used with this equipment is the result of a "loss" to the covered "auto" under the Business Auto Coverage Form's Comprehensive or Collision Coverage, then for each covered "auto" our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by the applicable deductible shown in the Declarations. Any Comprehensive Coverage deductible shown in the Declarations does not apply to "loss" to audio, visual or data electronic equipment caused by fire or lightning.
2. If "loss" to the audio, visual or data electronic equipment or accessories used with this equipment is the result of a "loss" to the covered "auto" under the Business Auto Coverage Form's Specified Causes of Loss Coverage, then for each covered "auto" our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by a \$100 deductible.
3. If "loss" occurs solely to the audio, visual or data electronic equipment or accessories used with this equipment, then for each covered "auto" our obligation to pay for, repair,

return or replace damaged or stolen property will be reduced by a \$100 deductible.

4. In the event that there is more than one applicable deductible, only the highest deductible will apply. In no event will more than one deductible apply.

SECTION V — DEFINITIONS is amended by adding the following:

- Q. "Personal effects" means your tangible property that is worn or carried by you, except for tools, jewelry, money, or securities.
- R. "New vehicle" means any "auto" of which you are the original owner and the "auto" has not been previously titled and is less than 365 days past the purchase date.



CA 71 35 12 93

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

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

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

Endorsement effective 03-24-10	
Named Insured BJMV INC.	Countersigned by

(Authorized Representative)

Schedule
Name of Person or Organization: County of Riverside
Address: Economic Development Agency 3133 Mission Inn Avenue Riverside, CA 92507
Premium: \$ \$150

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

- A. Under LIABILITY COVERAGE WHO IS AN INSURED** is changed to include as an "insured" the person(s) or organization(s) shown in the Schedule, but only with respect to "bodily injury" or "property damage" resulting from the acts or omissions of:
1. You;
 2. Any of your employees or agents;
 3. Any person, except the additional insured or any employee or agent of the additional insured, operating a covered "auto" with the permission of any of the above.
- B. The insurance** afforded by this endorsement does not apply:
- To "bodily injury" or "property damage" arising out of the sole negligence of the person(s) or organization(s) shown in the Schedule.



COMMERCIAL AUTO
CA 71 34 12 93

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF TRANSFER RIGHTS
OF RECOVERY AGAINST OTHERS**

This endorsement modifies insurance provided under the following:

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

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

Endorsement effective 03-24-10	
Named Insured BJMV INC.	Countersigned by

(Authorized Representative)

SCHEDULE

Name of Person or Organization:

County of Riverside, Economic Dev Agency

(if no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement).

We waive any right of recovery we may have against the person or organization shown in the Schedule because of payments we make to them or on their behalf for injury or damages arising out of your contract with that person or organization. The waiver applies only to the person or organization shown in the Schedule.

Premium: \$ \$150

CA 71 34 12 93

EP