

AGENDA
SPECIAL MEETING OF THE
ANIMAL CARE JPA
THURSDAY, DECEMBER 6, 2012, 12:00 p.m.
YUCCA VALLEY COMMUNITY CENTER MESQUITE ROOM

ROLL CALL: Directors Cronin, Huntington, Lombardo, Chair Ramos

PLEDGE OF ALLEGIANCE

APPROVAL OF MINUTES

Approve the minutes of October 25, 2012, Regular Meeting, as presented

DIRECTORS REPORTS/UPDATES

DISCUSSION ITEMS

1. Replacement Animal Shelter, ACJPA Project No. 1, Award of Construction Contract, Appoint Construction Project Manager, Authorize Project Manager to approve Change Orders to \$100,000, Acceptance of Town Owned Land

Staff Report

Recommendation: That the ACJPA Board:

1. Award the construction contract, contingent upon issuance and approve of title insurance and transfer of the Replacement Animal Shelter site to the ACJPA, to Facility Builders and Erectors, Inc., in the amount of \$2,881,200.00, including the Base Bid and Bid Alternate B, authorize a construction contingency of \$339,790, for a total contract amount of \$3,220,990.00, authorizing the ACJPA Chairman, and ACJPA Attorney to sign all necessary documents.
2. Appoint Alex Qishta as the ACJPA Replacement Animal Shelter Project Construction Manager and as the authorized ACJPA Representative under the contract.
3. Authorize the Project Construction Manager/authorized ACJPA Representative under the contract to approve change orders up to a Construction total of \$100,000.00 before returning to the ACJPA for additional change order authorization.
4. Approve the Preliminary Title Report, attached as Exhibit A, based upon no substantive changes to the Preliminary Title Report, accepts ownership of the Replacement Animal Shelter property, identified as Assessor Parcel Number 597-021-08, contingent upon issuance and

approval of title insurance and an updated Preliminary Title Report/Title Report, and authorize the ACJPA Attorney to review, accept and approve the Preliminary Title Report/Title Report and title insurance based upon no substantive changes or modifications to the Preliminary Title Report/Title Report.

FUTURE AGENDA ITEMS

PUBLIC COMMENTS

ADJOURNMENT

**ANIMAL CARE JPA MINUTES
THURSDAY, OCTOBER 25, 2012**

Alan Rasmussen called the meeting to order at 12:05 p.m. with Directors Cronin, Huntington, Lombardo, and Alan Rasmussen sitting in for Chair Derry.

PLEDGE OF ALLEGIANCE

Led by Director Lombardo

APPROVAL OF MINUTES

Approve the minutes of August 2, 2012 as presented.

Upon motion by Director Huntington and second by Director Lombardo, the minutes stand approved

DIRECTORS REPORTS/UPDATES

None

DISCUSSION ITEMS

1. Replacement Animal Shelter, ACJPA Project No. 1, Recommendation to the Board of Supervisors and Town Council, Town Construction Management/Specialized Inspections

Town Manager Nuaimi gave a PowerPoint update advising the proposed actions are that the JPA recommends to the Town Council/County Board of Supervisors: A) approve the bid process, withdrawal of bid from R.C. Construction; B) Award to Facility Builders and Erectors, Inc. – Base Bid and Bid Alternate “B”; C) establishment of construction contingency; D) Accept the Town’s proposal for Construction Management and Special Services; and E) expenditure of unused construction contingency to fund one time start-up costs.

Director Huntington questioned if Alternate A for artificial turf systems in the “get acquainted” area is in lieu of the footage in the base bid. Town Manager Nuaimi advised that is additional in the play area. Director Huntington questioned if Alternate B includes the boiler and controls or is it just the in-slab piping system. Town Manager Nuaimi advised it is just the piping in the slab so that we can put in the boiler in the future if needed.

Town Manager Nuaimi explained the budget and Town repayment plan. The next steps for the Town Council and County Board of Supervisors are to: A) review and approve the JPA’s competitive bid process for the construction of the Animal Shelter pursuant to the JPA agreement and award of bid; B) approve the second amendment to the ACJPA

Agreement that increased the Total Project Cost called out in the agreement from \$3.5 to \$3.75 million; and C) approve the second amendment to the ACJPA Agreement that defines the proposed work plan which will include the current construction schedule, the joint funding agreement, the operational agreement and the joint ownership agreement.

Director Lombardo questioned if start-up costs are expected to exceed the contingency and if they include the boiler to heat the slabs. Town Manager Nuaimi advised they are not.

Director Huntington questioned if the bid process documents allowed for the withdrawal of the bids within a specific time frame. Staff advised that they do as prescribed by state law. Director Huntington asked if references were checked. Project Engineer Qishta advised that staff did check the references. Director Huntington expressed concern about the size of the contingency fund. Town Manager Nuaimi advised that none of the contingency will be spent without approval from the Board.

Director Lombardo moved to recommend that the Town Council and County Board of Supervisors review and approve the JPA's competitive bid process for the construction of the Animal Shelter, including, but not limited to the proposed consent to withdrawal of bid by R.C. Construction Services, Inc., based upon the findings further described as follows; A) R.C. Construction Services, Inc., made a clerical mistake establishing an incorrect bid amount for Metal Buildings; B) R.C. Construction Services, Inc. gave the ACJPA written notice within five working days, excluding Saturdays, Sundays, and state holidays, after the opening of the bids of the mistake, and specified in the letter in detail how the clerical mistake occurred by failure to include an additional \$400,000 in metal building costs; C) The clerical mistake made by R.C. Construction Services, Inc. is materially different than R.C. Construction Services, Inc. intended by the failure to include \$400,000 in Metal Buildings costs that were not included in the bid item due to the clerical mistake; and D) The clerical mistake was made in filling out the bid and not due to error in judgment or to carelessness in inspecting the site of the work, or in reading the plans of specifications. Director Huntington seconded. Motion carried unanimously.

Director Cronin moved to recommend that: 1) Town Council and the County Board of Supervisors approve the JPA's proposed award of the "Base Bid" construction contract to Facility Builders and Erectors, Inc., in the amount of \$2,849,400.00, and the "Bid Alternate B" construction contract in the amount of \$31,800.00; 2) recommend that the Town Council and the County Board of Supervisors approve the JPA's proposed authorization of a Construction Contingency in the amount of \$391,294 (14% of construction costs); 3) recommend that the Town Council and the County Board of Supervisors accept the Town proposal for Construction Management and Specialized Inspection Services; and 4) recommend that the Town Council and the County Board of Supervisors approve the JPA's proposal that unused Construction Contingency be budgeted against one time start-up costs for the replacement animal shelter. Such expenditure will be brought to the JPA Board for prior approval. Director Lombardo

seconded. Motion carried unanimously.

2. Project Update.

Town Manager Nuaimi advised the item will be going to the Town Council at their first meeting in November, to the County Board of Supervisors the end of November. The 90 day bid period ends December 7th, and once we have bid award they will mobilize within 2 weeks. He noted there are some minor invoices that will be coming from Williams Architects to close out their scope of work.

Director Cronin recommended the next JPA Board Meeting be confirmed for Thursday, November 29th. If the board needs to take any actions they can meet on that day and finalize any things that are needed.

FUTURE AGENDA ITEMS

A. Adopt Reimbursement Strategies

B. Annual Audit

PUBLIC COMMENTS

Margo Sturges, Yucca Valley, questioned the action on items A-D on the power point. Director Cronin advised that those are amendments to the JPA Agreement to be brought back.

ADJOURNMENT

There being no further business the meeting was adjourned at 12:25 p.m.

Respectfully submitted

Jamie Anderson
Town Clerk

4. Approves the Preliminary Title Report, attached as Exhibit A, based upon no substantive changes to the Preliminary Title Report, accepts ownership of the Replacement Animal Shelter property, identified as Assessor Parcel Numbers 597-021-08, contingent upon issuance and approval of title insurance and an updated Preliminary Title Report/Title Report, and authorizes the ACJPA Attorney to review, accept and approve the Preliminary Title Report/Title Report and title insurance based upon no substantive changes or modifications to the Preliminary Title Report/Title Report.

Executive Summary: The ACJPA authorized project bidding at its meeting of August 2, 2012. At the meeting of October 22, 2012, the results of the bidding process were reviewed and recommended to the County Board of Supervisors and the Town Council.

Order of Procedure:

- Request Staff Report
- Request Public Comment
- JPA Board Discussion/Questions of Staff
- Motion/Second
- Discussion on Motion
- Call the Question (Roll Call Vote)

Discussion: On September 18, 2012, staff received 8 bids for ACJPA Project No.1 as follows:

Bidder	Base Bid	Bid Alternate A	Bid Alternate B	Total
R.C. Construction Services, Inc.*	\$2,769,000.00	\$46,352.00	\$10,737.45	\$2,826,089.00
Facility Builders and Erectors, Inc.	\$2,849,400.00	\$38,665.00	\$31,800.00	\$2,919,865.00
Hamel Contracting	\$2,880,506.00	\$63,756.00	\$11,000.00	\$2,955,262.00
Dale and Sons Construction	\$2,959,729.00	\$17,500.00	\$12,000.00	\$2,971,731.00
Avi-Con, Inc.	\$3,147,034.00	\$47,000.00	\$37,000.00	\$3,231,034.00
RDP/SCI, Inc.	\$3,207,905.00	\$44,440.00	\$48,884.00	\$3,301,229.00
Doug Wall Construction, Inc.	\$3,494,142.00	\$52,578.00	\$41,147.00	\$3,587,867.00
Harbor Construction	\$3,638,000.00	\$38,000.00	\$44,000.00	\$3,720,000.00

*Bid Withdrawn

At the meeting of October 22, 2012, the ACJPA approved the withdrawal of bid by R.C. Construction Services, Inc.

The Base Bid for the project involves site grading, installation of prefabricated metal buildings, utilities, parking lot, electrical, site construction, landscaping, and irrigation. Alternate Bid A for the project involves the installation of an artificial turf in the “get acquainted” area. Alternate Bid B for the project involves the installation of heating pipes in the concrete floors of the kennels.

The lowest responsible bidder is Facility Builders and Erectors, Inc. of Anaheim, California, with a Base bid of \$2,849,400. The following additive alternates were bid with the project.

Additive Alternate A:	Artificial Turf:	\$38,665.00
Additive Alternate B:	Heating Pipes:	\$31,800.00

Staff has reviewed all 8 bid packages, and confirmed that Facility Builders and Erectors, Inc., is the lowest responsible and responsive bidder.

Project Construction Manager: In consultation with County staff, the Town of Yucca Valley proposed that Alex Qishta – Town Project Engineer – serve as the Project Construction Manager and the ACJPA authorized representative under the contract. Mr. Qishta has extensive experience managing the delivery of Public Works contracts. The Town proposed this service at a value of 1% of the project costs. Additionally, in order to effectively manage this construction project, staff is recommending that Mr. Qishta be granted authority to approve change orders up to a cumulative amount of \$100,000 without having to come back to the JPA for additional authorization. A total of \$339,790 is included in the contract contingency. Mr. Qishta will bring project status updates to the JPA Board on a periodic basis. Included in these updates will be any change orders authorized to date.

Land Title Transfer: The Town of Yucca Valley purchased the 5-acre site for the replacement animal shelter project (Assessor Parcel Number 597-021-08). In order for the ACJPA to construct the replacement shelter, Counsel has determined that title to the property should be transferred to the ACJPA. Town staff has order a preliminary title report and will complete the transfer to the ACJPA (along with Title Insurance) prior to final execution of the construction contract.

Fiscal impact: The Project Engineer's cost estimate for the project (base bid) was \$3,100,000.00, \$40,000.00 for alternate bid A (artificial turf), and \$40,000.00 for alternate bid B (heating pipes), without contingency.

Staff is recommending award of the Base Bid and Bid Alternate "B". Additionally, Town and County staff have compiled a complete list of project expenses, shown below. Based upon the recommended action, the total project cost for the Replacement Shelter will be \$3,990,000 (including contingency).

Description	Project cost	Paid by Joint Powers Authority Trust Account	Paid directly by Town of Yucca Valley	Additional Contributions by Town of Yucca Valley
Design Architect Contract	299,276	299,276		
Construction Contract	2,881,200	2,881,200		
Project Management Costs	37,192		37,192	
Biological Assessment - Tortoise	11,500		11,500	
Fire Department Plan Check	3,157		3,157	
Town Plan Check/Inspection Services	10,594		10,594	
Electrical Services Extension	6,975		6,975	
Soils Testing	0		0	
Specialized Inspections	40,000		40,000	
Water Service Extension	40,000		40,000	
Construction Management	28,812		28,812	
Land Purchase	60,000			60,000
Current Shelter Value	60,000			60,000
Road Improvements to Facility	120,000		120,000	
Joint Powers Authority Expenditures (includes audit and insurance costs)	51,504	51,504		
Project Contingency	339,790	339,790		
Total	3,990,000	3,571,770	298,230	120,000
Town Deposit into Trust			437,500	
Town Deposit into Trust			60,000	
Subtotal Town Credits to Project			795,730	120,000

Alternatives:

1. Reject all bids and authorize the ACJPA Clerk to re-advertise a reduced scope ACJPA Project No.1; or
2. Provide alternative direction to staff.

Attachments: Bidders Summary List

Facility Builders and Erectors, Inc. Bid Package
October 22, ACJPA staff report.



First American Title

First American Title Company

323 Court Street
San Bernardino, CA 92401

Duane Gasaway
Town of Yucca Valley
58928 Business Center Drive
Yucca Valley, CA 92284
Phone: (760)369-1265x307
Fax:

Customer Reference: Town Of Yucca Valley

Order Number: 0623-3740586 (CCMS)

Title Officer: Tammy Kerr/ Cheryl Campbell
Phone: (909)380-8726
Fax No.: (866)223-1017
E-Mail: SBTtitle@firstam.com
Property: Vacant Land
Yucca Valley, CA

PRELIMINARY REPORT

In response to the above referenced application for a policy of title insurance, this company hereby reports that it is prepared to issue, or cause to be issued, as of the date hereof, a Policy or Policies of Title Insurance describing the land and the estate or interest therein hereinafter set forth, insuring against loss which may be sustained by reason of any defect, lien or encumbrance not shown or referred to as an Exception below or not excluded from coverage pursuant to the printed Schedules, Conditions and Stipulations of said Policy forms.

The printed Exceptions and Exclusions from the coverage and Limitations on Covered Risks of said policy or policies are set forth in Exhibit A attached. *The policy to be issued may contain an arbitration clause. When the Amount of Insurance is less than that set forth in the arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties.* Limitations on Covered Risks applicable to the CLTA and ALTA Homeowner's Policies of Title Insurance which establish a Deductible Amount and a Maximum Dollar Limit of Liability for certain coverages are also set forth in Exhibit A. Copies of the policy forms should be read. They are available from the office which issued this report.

Please read the exceptions shown or referred to below and the exceptions and exclusions set forth in Exhibit A of this report carefully. The exceptions and exclusions are meant to provide you with notice of matters which are not covered under the terms of the title insurance policy and should be carefully considered.

It is important to note that this preliminary report is not a written representation as to the condition of title and may not list all liens, defects, and encumbrances affecting title to the land.

This report (and any supplements or amendments hereto) is issued solely for the purpose of facilitating the issuance of a policy of title insurance and no liability is assumed hereby. If it is desired that liability be assumed prior to the issuance of a policy of title insurance, a Binder or Commitment should be requested.

Dated as of April 11, 2011 at 7:30 A.M.

The form of Policy of title insurance contemplated by this report is:

To Be Determined

A specific request should be made if another form or additional coverage is desired.

Title to said estate or interest at the date hereof is vested in:

TOWN OF YUCCA VALLEY, A MUNICIPAL CORPORATION

The estate or interest in the land hereinafter described or referred to covered by this Report is:

A FEE

The Land referred to herein is described as follows:

(See attached Legal Description)

At the date hereof exceptions to coverage in addition to the printed Exceptions and Exclusions in said policy form would be as follows:

1. General and special taxes and assessments for the fiscal year 2011-2012, a lien not yet due or payable.
2. General and special taxes and assessments for the fiscal year 2010-2011 are exempt.
3. The lien of defaulted taxes for the fiscal year 2006-2007, and any subsequent delinquencies.

Tax Rate Area:	23003
A. P. No.:	0597-021-08-0-000
Amount to redeem:	\$1,450.77
Valid through:	APRIL 30, 2011
Amount to redeem:	\$1,462.72
Valid through:	MAY 31, 2011
4. The lien of supplemental taxes, if any, assessed pursuant to Chapter 3.5 commencing with Section 75 of the California Revenue and Taxation Code.
5. A right of way for ditches and canals as reserved by the United States of America in the patent recorded as BOOK 6999, PAGE 904 of Official Records.
6. Rights of the public in and to that portion of the land lying within ANY STREET, ROAD, OR HIGHWAY.

7. The lack of a right of access to and from the land.

INFORMATIONAL NOTES

Note: The policy to be issued may contain an arbitration clause. When the Amount of Insurance is less than the certain dollar amount set forth in any applicable arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. If you desire to review the terms of the policy, including any arbitration clause that may be included, contact the office that issued this Commitment or Report to obtain a sample of the policy jacket for the policy that is to be issued in connection with your transaction.

1. The property covered by this report is vacant land.
2. According to the public records, there has been no conveyance of the land within a period of twenty-four months prior to the date of this report, except as follows:

None

The map attached, if any, may or may not be a survey of the land depicted hereon. First American expressly disclaims any liability for loss or damage which may result from reliance on this map except to the extent coverage for such loss or damage is expressly provided by the terms and provisions of the title insurance policy, if any, to which this map is attached.

WIRE INSTRUCTIONS

for

**First American Title Company, Demand/Draft Sub-Escrow Deposits
San Bernardino County, California**

**First American Trust, FSB
5 First American Way
Santa Ana, CA 92707
Banking Services: (877) 600-9473**

**ABA 122241255
Credit to First American Title Company
Account No. 3004220000**

Reference Title Order Number 3740586 and Title Officer Tammy Kerr/ Cheryl Campbell

Please wire the day before recording.

LEGAL DESCRIPTION

Real property in the Town of Yucca Valley, County of San Bernardino, State of California, described as follows:

GOVERNMENT LOT 104, SECTION 14, TOWNSHIP 1 NORTH, RANGE 5 EAST, SAN BERNARDINO BASE AND MERIDIAN, ACCORDING TO THE OFFICIAL PLAT OF SAID LAND APPROVED BY THE SURVEYOR GENERAL, DATED JUNE 9, 1903.

EXCEPTING THEREFROM ALL OIL, GAS AND OTHER MINERAL DEPOSITS, TOGETHER WITH THE RIGHT TO PROSPECT FOR, MINE AND REMOVE THE SAME, AS WERE REQUIRED TO BE RESERVED TO THE UNITED STATES BY THE ACT OF JUNE 1, 1938 (52 STAT. 609), AS AMENDED, AND AS RESERVED IN THE PATENT FROM THE UNITED STATES, RECORDED MARCH 29, 1968 IN BOOK 6999, PAGE 904, OFFICIAL RECORDS.

APN: 0597-021-08-0-000

NOTICE

Section 12413.1 of the California Insurance Code, effective January 1, 1990, requires that any title insurance company, underwritten title company, or controlled escrow company handling funds in an escrow or sub-escrow capacity, wait a specified number of days after depositing funds, before recording any documents in connection with the transaction or disbursing funds. This statute allows for funds deposited by wire transfer to be disbursed the same day as deposit. In the case of cashier's checks or certified checks, funds may be disbursed the next day after deposit. In order to avoid unnecessary delays of three to seven days, or more, please use wire transfer, cashier's checks, or certified checks whenever possible.

If you have any questions about the effect of this new law, please contact your local First American Office for more details.

**EXHIBIT A
LIST OF PRINTED EXCEPTIONS AND EXCLUSIONS (BY POLICY TYPE)**

**1. CALIFORNIA LAND TITLE ASSOCIATION STANDARD COVERAGE POLICY - 1990
SCHEDULE B**

EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records. Proceedings by a public agency which may result in taxes or assessments, or notice of such proceedings, whether or not shown by the records of such agency or by the public records.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of the land or which may be asserted by persons in possession thereof.
3. Easements, liens or encumbrances, or claims thereof, which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the public records.

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
(b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims or other matters:
 - (a) whether or not recorded in the public records at Date of Policy, but created, suffered, assumed or agreed to by the insured claimant;
 - (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
 - (c) resulting in no loss or damage to the insured claimant;
 - (d) attaching or created subsequent to Date of Policy; or
 - (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the insured mortgage or for the estate or interest insured by this policy.
4. Unenforceability of the lien of the insured mortgage because of the inability or failure of the insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with applicable "doing business" laws of the state in which the land is situated.
5. Invalidity or unenforceability of the lien of the insured mortgage, or claim thereof, which arises out of the transaction evidenced by the insured mortgage and is based upon usury or any consumer credit protection or truth in lending law.
6. Any claim, which arises out of the transaction vesting in the insured the estate or interest insured by their policy or the transaction creating the interest of the insured lender, by reason of the operation of federal bankruptcy, state insolvency or similar creditors' rights laws.

**2. AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY FORM B - 1970
SCHEDULE OF EXCLUSIONS FROM COVERAGE**

1. Any law, ordinance or governmental regulation (including but not limited to building and zoning ordinances) restricting or regulating or prohibiting the occupancy, use or enjoyment of the land, or regulating the character, dimensions or location of any improvement now or hereafter erected on the land, or prohibiting a separation in ownership or a reduction in the dimensions of area of the land, or the effect of any violation of any such law, ordinance or governmental regulation.
2. Rights of eminent domain or governmental rights of police power unless notice of the exercise of such rights appears in the public records at Date of Policy.
3. Defects, liens, encumbrances, adverse claims, or other matters (a) created, suffered, assumed or agreed to by the insured claimant; (b) not known to the Company and not shown by the public records but known to the insured claimant either at Date of Policy or at the date such claimant acquired an estate or interest insured by this policy and not disclosed in writing by the insured claimant to the Company prior to the date such insured claimant became an insured hereunder; (c) resulting in no loss or damage to the insured claimant; (d) attaching or created subsequent to Date of Policy; or (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the estate or interest insured by this policy.

**3. AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY FORM B - 1970
WITH REGIONAL EXCEPTIONS**

When the American Land Title Association policy is used as a Standard Coverage Policy and not as an Extended Coverage Policy the exclusions set forth in paragraph 2 above are used and the following exceptions to coverage appear in the policy.

SCHEDULE B

This policy does not insure against loss or damage by reason of the matters shown in parts one and two following:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.
3. Easements, claims of easement or encumbrances which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by public records.
5. Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.
6. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.

**4. AMERICAN LAND TITLE ASSOCIATION LOAN POLICY - 1970
WITH A.L.T.A. ENDORSEMENT FORM 1 COVERAGE
SCHEDULE OF EXCLUSIONS FROM COVERAGE**

1. Any law, ordinance or governmental regulation (including but not limited to building and zoning ordinances) restricting or regulating or prohibiting the occupancy, use or enjoyment of the land, or regulating the character, dimensions or location of any improvement now or hereafter erected on the land, or prohibiting a separation in ownership or a reduction in the dimensions or area of the land, or the effect of any violation of any such law ordinance or governmental regulation.
2. Rights of eminent domain or governmental rights of police power unless notice of the exercise of such rights appears in the public records at Date of Policy.
3. Defects, liens, encumbrances, adverse claims, or other matters (a) created, suffered, assumed or agreed to by the insured claimant, (b) not known to the Company and not shown by the public records but known to the insured claimant either at Date of Policy or at the date such claimant acquired an estate or interest insured by this policy or acquired the insured mortgage and not disclosed in writing by the insured claimant to the Company prior to the date such insured claimant became an insured hereunder, (c) resulting in no loss or damage to the insured claimant; (d) attaching or created subsequent to Date of Policy (except to the extent insurance is afforded herein as to any statutory lien for labor or material or to the extent insurance is afforded herein as to assessments for street improvements under construction or completed at Date of Policy).
4. Unenforceability of the lien of the insured mortgage because of failure of the insured at Date of Policy or of any subsequent owner of the indebtedness to comply with applicable "doing business" laws of the state in which the land is situated.

**5. AMERICAN LAND TITLE ASSOCIATION LOAN POLICY - 1970
WITH REGIONAL EXCEPTIONS**

When the American Land Title Association Lenders Policy is used as a Standard Coverage Policy and not as an Extended Coverage Policy, the exclusions set forth in paragraph 4 above are used and the following exceptions to coverage appear in the policy.

SCHEDULE B

This policy does not insure against loss or damage by reason of the matters shown in parts one and two following:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.
3. Easements, claims of easement or encumbrances which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by public records.
5. Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.
6. Any lien, or right to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown by the public records.

**6. AMERICAN LAND TITLE ASSOCIATION LOAN POLICY - 1992
WITH A.L.T.A. ENDORSEMENT FORM 1 COVERAGE
EXCLUSIONS FROM COVERAGE**

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy; (b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims, or other matters:
 - (a) whether or not recorded in the public records at Date of Policy, but created, suffered, assumed or agreed to by the Insured claimant;
 - (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the Insured claimant and not disclosed in writing to the Company by the Insured claimant prior to the date the Insured claimant became an insured under this policy;
 - (c) resulting in no loss or damage to the Insured claimant;
 - (d) attaching or created subsequent to Date of Policy (except to the extent that this policy insures the priority of the lien of the Insured mortgage over any statutory lien for services, labor or material or the extent insurance is afforded herein as to assessments for street improvements under construction or completed at date of policy); or
 - (e) resulting in loss or damage which would not have been sustained if the Insured claimant had paid value for the insured mortgage.
4. Unenforceability of the lien of the Insured mortgage because of the inability or failure of the Insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with the applicable "doing business" laws of the state in which the land is situated.
5. Invalidity or unenforceability of the lien of the insured mortgage, or claim thereof, which arises out of the transaction evidenced by the insured mortgage and is based upon usury or any consumer credit protection or truth in lending law.
6. Any statutory lien for services, labor or materials (or the claim of priority of any statutory lien for services, labor or materials over the lien of the Insured mortgage) arising from an improvement or work related to the land which is contracted for and commenced subsequent to Date of Policy and is not financed in whole or in part by proceeds of the indebtedness secured by the insured mortgage which at Date of Policy the Insured has advanced or is obligated to advance.
7. Any claim, which arises out of the transaction creating the interest of the mortgagee Insured by this policy, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that is based on:
 - (I) the transaction creating the interest of the insured mortgagee being deemed a fraudulent conveyance or fraudulent transfer; or
 - (II) the subordination of the interest of the insured mortgagee as a result of the application of the doctrine of equitable subordination; or
 - (III) the transaction creating the interest of the insured mortgagee being deemed a preferential transfer except where the preferential transfer results from the failure:
 - (a) to timely record the instrument of transfer; or
 - (b) of such recordation to impart notice to a purchaser for value or a judgment or lien creditor.

**7. AMERICAN LAND TITLE ASSOCIATION LOAN POLICY - 1992
WITH REGIONAL EXCEPTIONS**

When the American Land Title Association policy is used as a Standard Coverage Policy and not as an Extended Coverage Policy the exclusions set forth in paragraph 6 above are used and the following exceptions to coverage appear in the policy.

SCHEDULE B

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.
3. Easements, claims of easement or encumbrances which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by public records.
5. Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.
6. Any lien, or right to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown by the public records.

**8. AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY - 1992
EXCLUSIONS FROM COVERAGE**

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance

resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.

(b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.

2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims, or other matters:
 - (a) created, suffered, assumed or agreed to by the Insured claimant;
 - (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the Insured claimant and not disclosed in writing to the Company by the Insured claimant prior to the date the Insured claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured claimant;
 - (d) attaching or created subsequent to Date of Policy; or
 - (e) resulting in loss or damage which would not have been sustained if the Insured claimant had paid value for the estate or interest Insured by this policy.
4. Any claim, which arises out of the transaction vesting in the Insured the estate or interest Insured by this policy, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that is based on:
 - (I) the transaction creating the estate or interest Insured by this policy being deemed a fraudulent conveyance or fraudulent transfer; or
 - (II) the transaction creating the estate or interest Insured by this policy being deemed a preferential transfer except where the preferential transfer results from the failure:
 - (a) to timely record the instrument of transfer; or
 - (b) of such recordation to impart notice to a purchaser for value or a judgment or lien creditor.

9. AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY - 1992 WITH REGIONAL EXCEPTIONS

When the American Land Title Association policy is used as a Standard Coverage Policy and not as an Extended Coverage Policy the exclusions set forth in paragraph 8 above are used and the following exceptions to coverage appear in the policy.

SCHEDULE B

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.
3. Easements, claims of easement or encumbrances which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by public records.
5. Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.
6. Any lien, or right to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown by the public records.

10. AMERICAN LAND TITLE ASSOCIATION RESIDENTIAL TITLE INSURANCE POLICY - 1987 EXCLUSIONS

In addition to the Exceptions in Schedule B, you are not insured against loss, costs, attorneys' fees and expenses resulting from:

1. Governmental police power, and the existence or violation of any law or government regulation. This includes building and zoning ordinances and also laws and regulations concerning:

* land use	* land division
* improvements on the land	* environmental protection

This exclusion does not apply to violations or the enforcement of these matters which appear in the public records at Policy Date. This exclusion does not limit the zoning coverage described in Items 12 and 13 of Covered Title Risks.

2. The right to take the land by condemning it, unless:
 - * a notice of exercising the right appears in the public records on the Policy Date
 - * the taking happened prior to the Policy Date and is binding on you if you bought the land without knowing of the taking.
3. Title Risks:
 - * that are created, allowed, or agreed to by you
 - * that are known to you, but not to us, on the Policy Date - unless they appeared in the public records
 - * that result in no loss to you
 - * that first affect your title after the Policy Date - this does not limit the labor and material lien coverage in Item 8 of Covered Title Risks
4. Failure to pay value for your title.
5. Lack of a right:
 - * to any land outside the area specifically described and referred to in Item 3 of Schedule A, or
 - * in streets, alleys, or waterways that touch your land

This exclusion does not limit the access coverage in Item 5 of Covered Title Risks.

11. EAGLE PROTECTION OWNER'S POLICY

**CLTA HOMEOWNER'S POLICY OF TITLE INSURANCE - 2008
ALTA HOMEOWNER'S POLICY OF TITLE INSURANCE - 2008**

Covered Risks 16 (Subdivision Law Violation), 18 (Building Permit), 19 (Zoning) and 21 (Encroachment of boundary walls or fences) are subject to Deductible Amounts and Maximum Dollar Limits of Liability

EXCLUSIONS

In addition to the Exceptions in Schedule B, You are not Insured against loss, costs, attorneys' fees, and expenses resulting from:

1. Governmental police power, and the existence or violation of those portions of any law or government regulation concerning:
 - a. building
 - b. zoning
 - c. land use
 - d. Improvements on the land
 - e. land division
 - f. environmental protection

This Exclusion does not limit the coverage described in Covered Risk 8.a., 14, 15, 16, 18, 19, 20, 23 or 27.

2. The failure of Your existing structures, or any part of them, to be constructed in accordance with applicable building codes. This Exclusion does not limit the coverage described in Covered Risk 14 or 15.

3. The right to take the Land by condemning it. This Exclusion does not limit the coverage described in Covered Risk 17.

4. Risks:

- a. that are created, allowed, or agreed to by You, whether or not they are recorded in the Public Records;
- b. that are Known to You at the Policy Date, but not to Us, unless they are recorded in the Public Records at the policy Date;
- c. that result in no loss to You; or
- d. that first occur after the Policy Date - this does not limit the coverage described in Covered Risk 7, 8.e., 25, 26, 27 or 28.

5. Failure to pay value for Your Title.

6. Lack of a right:

- a. to any land outside the area specifically described and referred to in paragraph 3 of Schedule A; and
- b. in streets, alleys, or waterways that touch the Land.

This Exclusion does not limit the coverage described in Covered Risk 11 or 21

LIMITATIONS ON COVERED RISKS

Your insurance for the following Covered Risks is limited on the Owner's Coverage Statement as follows: Covered Risk 16, 18, 19 and 21, Your Deductible Amount and Our Maximum Dollar Limit of Liability shown in Schedule A. The deductible amounts and maximum dollar limits shown on Schedule A are as follows:

<u>Your Deductible Amount</u>	<u>Our Maximum Dollar Limit of Liability</u>
Covered Risk 16: 1% of Policy Amount or \$5,000.00 (whichever is less)	\$10,000.00
Covered Risk 18: 1% of Policy Amount or \$5,000.00 (whichever is less)	\$25,000.00
Covered Risk 19: 1% of Policy Amount or \$5,000.00 (whichever is less)	\$25,000.00
Covered Risk 21: 1% of Policy Amount or \$2,500.00 (whichever is less)	\$5,000.00

12. THIRD GENERATION EAGLE LOAN POLICY AMERICAN LAND TITLE ASSOCIATION EXPANDED COVERAGE RESIDENTIAL LOAN POLICY (1/01/08)

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to (i) the occupancy, use, or enjoyment of the Land; (ii) the character, dimensions, or location of any improvement erected on the Land; (iii) the subdivision of land; or (iv) environmental protection; or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5, 6, 13(c), 13(d), 14 or 16.
(b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 5, 6, 13(c), 13(d), 14 or 16.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;

- (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 16, 17, 18, 19, 20, 21, 22, 23, 24, 27 or 28); or
 - (e) resulting in loss or damage which would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing business laws of the state where the Land is situated.
 5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury, or any consumer credit protection or truth-in-lending law. This Exclusion does not modify or limit the coverage provided in Covered Risk 26.
 6. Any claim of invalidity, unenforceability or lack of priority of the lien of the Insured Mortgage as to Advances or modifications made after the Insured has Knowledge that the vestee shown in Schedule A is no longer the owner of the estate or interest covered by this policy. This Exclusion does not modify or limit the coverage provided in Covered Risk 11.
 7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching subsequent to Date of Policy. This Exclusion does not modify or limit the coverage provided in Covered Risk 11(b) or 25.
 8. The failure of the residential structure, or any portion of it, to have been constructed before, on or after Date of Policy in accordance with applicable building codes. This Exclusion does not modify or limit the coverage provided in Covered Risk 5 or 6.

13. AMERICAN LAND TITLE ASSOCIATION LOAN POLICY - 2006 EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection;
 or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) not known to the Company, not recorded in the Public Records at Date of Policy, but known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 13, or 14); or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business laws of the state where the Land is situated.
5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury or any consumer credit protection or truth-in-lending law.
6. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is
 - (a) a fraudulent conveyance or fraudulent transfer, or
 - (b) a preferential transfer for any reason not stated in Covered Risk 13(b) of this policy.
7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the Insured Mortgage in the Public Records. This Exclusion does not modify or limit the coverage provided under Covered Risk 11(b).

14. AMERICAN LAND TITLE ASSOCIATION LOAN POLICY - 2006 WITH REGIONAL EXCEPTIONS

When the American Land Title Association policy is used as a Standard Coverage Policy and not as an Extended Coverage Policy the exclusions set forth in paragraph 13 above are used and the following exceptions to coverage appear in the policy.

SCHEDULE B

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.

**15. AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY - 2006
EXCLUSIONS FROM COVERAGE**

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection; or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
 (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) not known to the Company, not recorded in the Public Records at Date of Policy, but known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risks 9 and 10); or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is
 - (a) a fraudulent conveyance or fraudulent transfer; or
 - (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

**16. AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY - 2006
WITH REGIONAL EXCEPTIONS**

When the American Land Title Association policy is used as a Standard Coverage Policy and not as an Extended Coverage Policy the exclusions set forth in paragraph 15 above are used and the following exceptions to coverage appear in the policy.

SCHEDULE B

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.



First American Title

Privacy Information

We Are Committed to Safeguarding Customer Information

In order to better serve your needs now and in the future, we may ask you to provide us with certain information. We understand that you may be concerned about what we will do with such information - particularly any personal or financial information. We agree that you have a right to know how we will utilize the personal information you provide to us. Therefore, together with our subsidiaries we have adopted this Privacy Policy to govern the use and handling of your personal information.

Applicability

This Privacy Policy governs our use of the information that you provide to us. It does not govern the manner in which we may use information we have obtained from any other source, such as information obtained from a public record or from another person or entity. First American has also adopted broader guidelines that govern our use of personal information regardless of its source. First American calls these guidelines its Fair Information Values.

Types of Information

Depending upon which of our services you are utilizing, the types of nonpublic personal information that we may collect include:

- Information we receive from you on applications, forms and in other communications to us, whether in writing, in person, by telephone or any other means;
- Information about your transactions with us, our affiliated companies, or others; and
- Information we receive from a consumer reporting agency.

Use of Information

We request information from you for our own legitimate business purposes and not for the benefit of any nonaffiliated party. Therefore, we will not release your information to nonaffiliated parties except: (1) as necessary for us to provide the product or service you have requested of us; or (2) as permitted by law. We may, however, store such information indefinitely, including the period after which any customer relationship has ceased. Such information may be used for any internal purpose, such as quality control efforts or customer analysis. We may also provide all of the types of nonpublic personal information listed above to one or more of our affiliated companies. Such affiliated companies include financial service providers, such as title insurers, property and casualty insurers, and trust and investment advisory companies, or companies involved in real estate services, such as appraisal companies, home warranty companies and escrow companies. Furthermore, we may also provide all the information we collect, as described above, to companies that perform marketing services on our behalf, on behalf of our affiliated companies or to other financial institutions with whom we or our affiliated companies have joint marketing agreements.

Former Customers

Even if you are no longer our customer, our Privacy Policy will continue to apply to you.

Confidentiality and Security

We will use our best efforts to ensure that no unauthorized parties have access to any of your information. We restrict access to nonpublic personal information about you to those individuals and entities who need to know that information to provide products or services to you. We will use our best efforts to train and oversee our employees and agents to ensure that your information will be handled responsibly and in accordance with this Privacy Policy and First American's Fair Information Values. We currently maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

Information Obtained Through Our Web Site

First American Financial Corporation is sensitive to privacy issues on the Internet. We believe it is important you know how we treat the information about you we receive on the Internet.

In general, you can visit First American or its affiliates' Web sites on the World Wide Web without telling us who you are or revealing any information about yourself. Our Web servers collect the domain names, not the e-mail addresses, of visitors. This information is aggregated to measure the number of visits, average time spent on the site, pages viewed and similar information. First American uses this information to measure the use of our site and to develop ideas to improve the content of our site.

There are times, however, when we may need information from you, such as your name and email address. When information is needed, we will use our best efforts to let you know at the time of collection how we will use the personal information. Usually, the personal information we collect is used only by us to respond to your inquiry, process an order or allow you to access specific account/profile information. If you choose to share any personal information with us, we will only use it in accordance with the policies outlined above.

Business Relationships

First American Financial Corporation's site and its affiliates' sites may contain links to other Web sites. While we try to link only to sites that share our high standards and respect for privacy, we are not responsible for the content or the privacy practices employed by other sites.

Cookies

Some of First American's Web sites may make use of "cookie" technology to measure site activity and to customize information to your personal tastes. A cookie is an element of data that a Web site can send to your browser, which may then store the cookie on your hard drive.

FirstAm.com uses stored cookies. The goal of this technology is to better serve you when visiting our site, save you time when you are here and to provide you with a more meaningful and productive Web site experience.

Fair Information Values

Fairness We consider consumer expectations about their privacy in all our businesses. We only offer products and services that assure a favorable balance between consumer benefits and consumer privacy.

Public Record We believe that an open public record creates significant value for society, enhances consumer choice and creates consumer opportunity. We actively support an open public record and emphasize its importance and contribution to our economy.

Use We believe we should behave responsibly when we use information about a consumer in our business. We will obey the laws governing the collection, use and dissemination of data.

Accuracy We will take reasonable steps to help assure the accuracy of the data we collect, use and disseminate. Where possible, we will take reasonable steps to correct inaccurate information. When, as with the public record, we cannot correct inaccurate information, we will take all reasonable steps to assist consumers in identifying the source of the erroneous data so that the consumer can secure the required corrections.

Education We endeavor to educate the users of our products and services, our employees and others in our industry about the importance of consumer privacy. We will instruct our employees on our fair information values and on the responsible collection and use of data. We will encourage others in our industry to collect and use information in a responsible manner.

Security We will maintain appropriate facilities and systems to protect against unauthorized access to and corruption of the data we maintain.

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Taxes Due for Parcel 0597-021-08-0000

There are no bills at this time which are due for the current tax year.

Annual tax bills for this property are mailed during October of each year.
If you have not received your annual bill by November 15th please
contact our office at (909) 387-8308.

12/5/2012 10:21:16 AM

If you wish to look for previous paid bills please click on [Paid Bill History](#)

Tax Collector » Bill Display

Bill Display for 061084044*9 as of 12/5/2012 Parcel Number 0597-021-08-0000

Owner Type	Name	Address
BILLED OWNER	TOWN OF YUCCA VALLEY	Protected per CA. Govt. Code Sect. 6254.21
SITUS ADDRESS		Protected per CA. Govt. Code Sect. 6254.21

Parcel	0597021080000	Default Date	2007-06-30	Tax Type	AS - Annual Secured
Bill	061084044*9	Extend Date	2011-12-15	Effective Date	2006-07-01
Corrected From	20060478970	Corrected To		Eligibility	R - UNELIG REFUND DUE
Tax Rate Total	0.010701	Tax Rate Area	000023003	Tax Rate Year	2006

Valuation Type Assessed

Land	\$0.00
Personal Property	\$0.00
Improvement	\$0.00
Personal Property Penalty	\$0.00
Improvement Penalty	\$0.00
Total Value	\$0.00
Homeowner Exemption	\$0.00
Veteran Exemption	\$0.00
Other Exemption	\$0.00
Net Value	\$0.00

Installment

01	
Due Amt	(\$0.01)
Delq Amt	\$9.99
Due Date	2012-01-24
Total Tax	(\$0.01)
Pay Status	NOT BILLED

Service Agency

Amount

Service Agency

Amount

GENERAL TAX LEVY	\$0.00	COPPER MTN COLLEGE BOND	\$0.00
SCHOOL BONDS	\$0.00	MORONGO UNIFIED BOND	\$0.00
*HI DESERT CWD WATER STBY (760) 365 - 8333	(\$0.01)	##MOJAVE WTR BOND DEBT #2 (760) 946 - 7000	\$0.00
##MOJAVE WATER M BOND DEBT (760) 946 - 7000	\$0.00	#MOJAVE WATER BOND DEBT #1 (760) 946 - 7000	\$0.00

TOWN OF YUCCA VALLEY
 BID OPENING LOG SHEET

BID OPENING DATE: September 18, 2012, 3:00 p.m.

PROJECT DESCRIPTION: Animal Shelter

BIDDER:	BID AMOUNT	BID BOND
1. <u>Cong Wall Const</u>	<u>3,474,142</u>	<u>10 %</u>
2. <u>Facility Builders & Erectors</u>	<u>2,849,400</u>	<u>10 %</u>
3. <u>Hamel Contractor, Inc</u>	<u>2,880,506</u>	<u>10 %</u>
4. <u>RDP/Sci Inc.</u>	<u>3,207,905.47</u>	<u>10 %</u>
5. <u>Retent Clagson Const</u>	<u>2,769,000</u>	<u>10 %</u>
6. <u>Palke & Sons</u>	<u>2,959,779</u>	<u>10 %</u>
7. <u>Avi - CON dev</u>	<u>3,147,034</u>	<u>10 %</u>
8. <u>Harper Const</u>	<u>3,638,000</u>	<u>10 %</u>
9. _____	_____	_____
10. _____	_____	_____

CC: Town Clerk's Staff (1)
 Initiating Department (2)
 Town Manager (1)

Signed: [Signature]
 Dated: 9/18/2012

ANIMAL CARE JOINT POWERS AUTHORITY

PROPOSAL

FOR

**YUCCA VALLEY ANIMAL SHELTER
ACJPA PROJECT NO. 1**

CONTRACTOR'S PROPOSAL

FACILITY BUILDERS & ERECTORS, INC.
Company
3940 E. MIRALOMA AVENUE
Address
ANAHEIM, CA 92806
714-577-8060
Telephone Number
670072
State License Number

Animal Care Joint Powers Authority
In care of the Town of Yucca Valley
Office of the Town Clerk, Town Hall
57090 29 Palms Highway
Yucca Valley, CA 92284

Ladies and Gentlemen:

Pursuant to the Public Notice inviting bids or proposals, the undersigned declares that he has carefully examined the location of the proposed work, that he has examined plans, profiles, specifications, and other contract documents for ACJPA Project No. 1, Yucca Valley Animal Shelter and read the accompanying proposal requirement, and hereby proposes to furnish all materials and do all work required to complete the said work in accordance with said plans, profiles, specifications, and special provisions for the unit or lump sum price set forth in the Schedule of Work Items (Bidding Form).

Unless otherwise specified by the Contractor, the listing of an Item No. of Work shall be conclusive evidence that the subcontractor proposed to perform the Item of Work shall perform the entirety of the work for that Item No. of Work.

All persons or parties submitting a bid proposal on the project shall complete the following form setting forth the Item Number (as specified in the "Schedule of Work Items"), the name, location, and place of business of each subcontractor who will perform work or labor or render services to the prime Contractor in or about the construction of the work of improvements, or a subcontractor licensed by the State of California, who, under subcontract to the prime Contractor, specially fabricates and installs a portion of the work or improvements according to detailed drawings contained in the plans and specifications, in an amount in excess of one-half of one percent (1/2%) of the prime Contractor's total bid, or, if the bid is for the construction of streets or highways, including bridges, in excess of one-half of one percent (1/2%) of the prime Contractor's total bid or ten thousand dollars (\$10,000.00), whichever is greater.

It is noted that if a Contractor fails to specify a subcontract for any portion of the work to be performed under the Contract, he shall be deemed to have agreed to perform such portion himself, and he shall not be permitted to subcontract that portion of the work except by written consent of the awarding authority. The requirement of the submission of this list, the legal consequences for failure of the Contractor to do so, and other particular details concerning the same shall be as set forth in the "Subletting and Subcontracting Fair Practices Act", California Public Contract Code (§ 4100, et seq.) to which the bidder is hereby referred.

Item No. of Work	Name of Firm or Contractor	Location of Mill, Shop, or Office	Contractor Classification (if applicable)	Town of Yucca Valley Business License No. *
9-GRADING & CLEARING				
10-ASPHALT	HAITBRINK ASPHALT	CORONA, CA	A, C12	
12-17 SITE CONCRETE	MONTALVO CONCRETE	FONTANA, CA	C8	
18-25 SITE UTILITIES	NU-CAL PIPELINE- KELLEY'S UNDER GROUND	RIVERSIDE, CA APPLE VALLEY CA	A (W)	
26-44 LANDSCAPE	UNIQUE LANDSCAPE- UNITED G.L.T.	YUCCA VALLEY, CA YUCCA VALLEY	(W) 27	
46-48 FENCING	A & A FENCE	BANNING, CA	C13	
49 BLDG CONCRETE	TOTAL QUALITY CONSTRUCTION	BEAUMONT, CA	B, C8	

* All Subcontractors are required to obtain a Town of Yucca Valley Business License before a Notice to Proceed may be Issued.

The undersigned further agrees that in case of default in executing the required contract with necessary bonds within ten (10) calendar days after the notice of award of contract has been mailed, the proceeds of the check or bond accompanying his bid shall become the property of the ACJPA. If the ACJPA awards the contract to the next lowest bidder, the amount of the lowest bidder's security shall be applied by the ACJPA to the difference between the low bid and the second lowest bid, and the surplus, if any, shall be returned to the lowest bidder. The undersigned further agrees to complete the work within Three Hundred (300) calendar days from specified starting date in the Notice to Proceed.

Item No. of Work	Name of Firm or Contractor	Location of Mill, Shop, or Office	Contractor Classification (if applicable)	Town of Yucca Valley Business License No. *
50 MASONRY	RH MASONRY	ANAHEIM, CA	C29	
51 METAL	FACILITY BUILDERS & ERECTORS, INC.	ANAHEIM, CA	A,B,C51	
52-53 PLASTIC LAMINATE	QUALITY FIRST WOODWORK	ANAHEIM, CA	C6	
	F AND R INTERIOR WOOD WORKS, SANDIMAS			
60-64 GLASS	ACTIVE GLASS - E AND R GLASS	LOS ANGELES, CA - MONTECLAIR, CA	C17	
66 FRAMING DRYWALL	GKJ, INC.	ANAHEIM, CA	B	
67 STUCCO	TRIPLE H PLASTERING	ONTARIO, CA	C35	

* All Subcontractors are required to obtain a Town of Yucca Valley Business License before a Notice to Proceed may be Issued.

The undersigned further agrees that in case of default in executing the required contract with necessary bonds within ten (10) calendar days after the notice of award of contract has been mailed, the proceeds of the check or bond accompanying his bid shall become the property of the ACJPA. If the ACJPA awards the contract to the next lowest bidder, the amount of the lowest bidder's security shall be applied by the ACJPA to the difference between the low bid and the second lowest bid, and the surplus, if any, shall be returned to the lowest bidder. The undersigned further agrees to complete the work within Three Hundred (300) calendar days from specified starting date in the Notice to Proceed.

Item No. of Work	Name of Firm or Contractor	Location of Mill, Shop, or Office	Contractor Classification (If applicable)	Town of Yucca Valley Business License No. *
68-T-BAR	GGG, INC. CG ACUSTICS	ANAHEIM, CA CANYON LAKE, CA	B COW	
69-70 FLOORING	DEL'S FLOORING	PALM DESERT, CA	C15	
72-73 PAINTING	INDUSTRIAL COATING J KEL PAINTING	ETIWANDA, CA CORONA CA	C33 COW	
81-83 HVAC	FRANKLIN MECHANICAL	BEAUMOUNT, CA	C20	
84-85 PLUMBING	DIAMOND VALLEY PLUMBING	HEMET, CA	C36	
86-90 ELECTRICAL	GROUNDS-ELECTRIC DAVE WILLIAMS	RIVERSIDE, CA LA QUINTA CA	C18 COW	

* All Subcontractors are required to obtain a Town of Yucca Valley Business License before a Notice to Proceed may be issued.

The undersigned further agrees that in case of default in executing the required contract with necessary bonds within ten (10) calendar days after the notice of award of contract has been mailed, the proceeds of the check or bond accompanying his bid shall become the property of the ACJPA. If the ACJPA awards the contract to the next lowest bidder, the amount of the lowest bidder's security shall be applied by the ACJPA to the difference between the low bid and the second lowest bid, and the surplus, if any, shall be returned to the lowest bidder. The undersigned further agrees to complete the work within Three Hundred (300) calendar days from specified starting date in the Notice to Proceed.

BIDDING FORM

Yucca Valley Animal Shelter

Name of Bidder: FACILITY BUILDERS & ERECTORS, INC.

The undersigned, having examined the proposed Contracts and having visited the site and examined the conditions affecting the work, hereby and agrees to furnish all labor, materials, equipment, and appliances, and perform operations necessary to complete the work as required by said proposed Contract Documents, excluding work of alternates for.

BID SCHEDULE OF WORK ITEMS

ITEM NO.	DESCRIPTION	QUANTIT Y	UNIT	UNIT PRICE	SUBTOTAL
	GENERAL				
1	General Overhead and Mobilization and Demobilization	1	LS	80,000	80,000
2	Traffic Control and Safety	1	LS	10,000	10,000
3	Potholing	1	LS	2,500	2,500
4	Clearing and Grubbing	1	LS	11,000	11,000
5	Stormwater Pollution Prevention/Erosion Control	1	LS	15,000	15,000
6	Construction Survey	1	LS	8,000	8,000
7	Pavement Markers, Markings, Legends, Striping and Signage's	1	LS	3,500	3,500
8	Construction Sign	2	EA	700	1,400
	GRADING IMPROVEMENTS				
9	Grading	1	LS	55,000	55,000
10	3" A.C. over 95% min. compacted subgrade	550	Ton	115.00	63,250
11	Furnish and Install Decomposed Granite	8500	SF	6.50 6.50	55,250
12	Construct Commercial Driveway	3	EA	1,500	4,500
13	Construct 6" P.C.C. Curb	250	LF	20.	5,000
14	Construct 6" P.C.C. Curb and 18" Gutter	300	LF	30	9,000
15	Construct P.C.C. Walk	5000	SF	8	40,000
16	Construct P.C.C. Sidewalk	5000	SF	10	50,000

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	SUBTOTAL
17	Construct ADA Access Ramp	2	EA	1,000	2,000
18	Furnish and Install 4' SDR-35 PVC Drain Pipe	400	LF	18	7,200
19	Furnish and Install 12"x12" Drain Box with Grate	6	EA	800	4,800
20	Furnish and Install Septic Tank System with Leach Lines	1	LS	50,000	50,000
21	Construct Retention Basin	1	LS	5,000	5,000
22	Furnish and Install 6" Class 150 C900 PVC Fire Line	600	LF	30	18,000
23	Furnish and Install 6" Fire Hydrant Assembly	2	EA	6,000	12,000
24	Furnish and Install 2" Domestic Water Backflow Preventer	2	EA	2,500	5,000
25	Furnish and Install Double Check Valve Assembly	1	EA	9,000	9,000
	IRRIGATION AND PLANTING				
26	Furnish and Install Irrigation Controller with Enclosure	1	LS	11,000	11,000
27	Construct Concrete Walk	1300	SF	5.0	6,500
28	Construct Concrete Dry Stream Bed	1	LS	20,000	20,000
29	Furnish and Install Sodded Turf	4000	SF	4.50	18,000
30	Furnish and Install Irrigation	1	LS	33,000	33,000
31	Furnish and Install 24" Box - Thornless Palo Verde	3	EA	600	1,800
32	Furnish and Install 24" Box - Grape Myrtle	3	EA	600	1,800
33	Furnish and Install 24" Box - Afghan Pine	7	EA	600	4,200
34	Furnish and Install 24" Box - Thornless Honey Mesquite	3	EA	600	1,800
35	Furnish and Install 5 Gallon - Grey Desert Spoon	15	EA	100	1,500
36	Furnish and Install 5 Gallon - Gold Coast Juniper	6	EA	100	600
37	Furnish and Install 5 Gallon - Spanish Lavender	2	EA	100	200
38	Furnish and Install 5 Gallon - Texas Needle Grass	7	EA	100	700

ITEM NO.	DESCRIPTION		QUANTIT Y	UNIT	UNIT PRICE	SUBTOTAL
39	Furnish and Install 5 Gallon – Texas Sage		8	EA	100	800
40	Furnish and Install 5 Gallon – Scarlet Bugler		8	EA	100	800
41	Furnish and Install 5 Gallon – Sugar Bush		41	EA	100	4,100
42	Furnish and Install Bench		3	EA	1,000	3,000
43	Furnish and Install Trash Receptacle		2	EA	750	1,500
44	Relocate Existing Native Tree		60	EA	400	24,000
GENERAL REQUIREMENTS						
45	01000	General Conditions to the Contract Documents	1	LS	150,000	150,000
DIVISION 2 - SITE CONSTRUCTION <i>Description: The items in this category include, but are not limited to site grading, utilities and hardscape, as identified in the Contract Documents</i>						
46	02821	Furnish and Install Chain Link Gates & Fences	1	LS	151,000	151,000
47	02827	Furnish and Install Gate Openers	1	LS	30,000	30,000
48		Furnish and Install Plastic Fence and Gates-	1	LS	35,000	35,000
DIVISION 3 - CONCRETE WORK <i>Description: The items in this category include, but are not limited to the concrete work, and all related accessories for the trash enclosure, building foundations and slab as identified in the Contract Documents</i>						
49		Furnish and Install All concrete work shown in the Construction Documents and Specified.	1	LS	150,000	150,000
DIVISION 4 - MASONRY WORK <i>Description: The items in this category include, but are not limited to the masonry work, and all related accessories as identified in the Contract Documents</i>						
50		Furnish and Install All masonry work shown in the contract documents and specified	1	LS	60,000	60,000
DIVISION 5 - METALS <i>Description: The items in this category include, but are not limited to the building structural steel, building framing, trash enclosure gates, building canopies, sunshades, pre-engineered metal building components (including metal roofing), down-spouts, and related accessories as identified in the Contract Documents</i>						
51		Furnish and Install All metal work shown in the contract documents and specified	1	LS	40,000	40,000
DIVISION 6 - WOOD AND PLASTICS <i>Description: The items in this category include, but are not limited to the casework, door and frames installation as identified in the Contract Documents.</i>						
52		Furnish and Install Plastic laminate casework	1	LS	45,000	45,000
53		Furnish and Install All other wood and plastic work shown in the contract documents and specified	1	LS	1,000	1,000

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	SUBTOTAL
DIVISION 7 - THERMAL AND MOISTURE PROTECTION					
<i>Description: The items in this category include, but are not limited to the thermal and sound installation, sheet metal flashing and trim, sealants, fire-stopping, water and vapor retarders as identified in the Contract Documents</i>					
54	07200 07205	Furnish and Install Thermal and acoustical insulation	1	LS	8,800 8,800
55	07620	Furnish and Install Sheet metal flashing and trims	1	LS	7,500 7,500
56		Furnish and Install All other thermal and moisture protection work shown in the contract documents and specified	1	LS	1,000 1,000
DIVISION 8 - DOORS & WINDOWS					
<i>Description: The items in this category include, but are not limited to the doors, windows and frames, entrances systems and hardware as identified in the Contract Documents</i>					
57	08110 08115	Furnish and Install Steel Doors and Frames	1	LS	17,000 17,000
58	08210	Furnish and Install Wood Doors	1	ELS	6,500 6,500
59	08310	Furnish and Install Access Panels	1	LS	1,000 1,000
60	08410	Furnish and Install Aluminum Entrance and Store Front (including glass)	1	LS	25,000 25,000
61	08460	Furnish and Install Aluminum Sliding Entrance Doors and Frames (including glass)	1	LS	18,000 18,000
62	08520	Furnish and Install Operable aluminum windows and frames- (including glass)	1	LS	19,000 19,000
63	08710	Furnish and Install Finish Hardware	1	LS	28,000 28,000
64	08800	Furnish and Install All other Glass and Glazing- Installed	1	LS	1,200 1,200
65		Furnish and Install All other door and window work shown in the contract documents and specified	1	LS	750 750
DIVISION 9 - FINISHES					
<i>Description: The items in this category include, but are not limited to the building finishes as identified in the Contract Documents</i>					
66	09110 09260	Furnish and Install Non-Load Bearing Metal Studs, Gypsum Board Partitions and Ceilings- Installed	1	LS	280,000 280,000
67	09220	Furnish and Install Portland Cement Plaster	1	LS	95,000 95,000
68	09510	Furnish and Install Acoustical Suspension Systems (including Lay-In Acoustical Ceiling Panels)-	1	LS	20,000 20,000
69	09650 09678	Furnish and Install Resilient Floorings & Top Set Base	1	LS	15,000 15,000
70	09685	Furnish and Install Sheet Carpet	1	LS	4,000 4,000
71	09840	Furnish and Install Acoustical Panels and Baffles - (Kennel Buildings)	1	LS	10,000 10,000
72	09900	Furnish and Install Painting	1	LS	90,000 90,000

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	SUBTOTAL
73	Furnish and Install All other finishes work shown in the contract documents and specified	1	LS	6,000	6,000
DIVISION 10 - SPECIALTIES <i>Description: The items in this category include, but are not limited to the dog kennels, restroom accessories, lockers and signage and other work as identified in the Contract Documents</i>					
74	10505 Furnish and Install Metal Lockers	1	LS	2,000	2,000
75	10600 Furnish and Install Built-in Dog Kennel Systems & Guillotine Door (including all chain link gates and fencing systems)	1	LS	30,000	30,000
76	Furnish and Install Exterior & Interior Signage	1	LS	7,000	7,000
77	Furnish and Install All other specialties work shown in the contract documents and specified	1	LS	4,000	4,000
DIVISION 11 - EQUIPMENT <i>Description: The items in this category include, but are not limited to the supply and installation of mechanical systems as identified in the Contract Documents</i>					
78	Furnish and Install Kitchen Equipment	1	LS	1,500	1,500
79	Furnish and Install Freezer	1	LS	20,000	20,000
80	Furnish and Install All other equipment shown in the contract documents and specified	1	LS	500	500
DIVISION 15 - MECHANICAL <i>Description: The items in this category include, but are not limited to the supply and installation of mechanical systems as identified in the Contract Documents</i>					
81	Furnish & Install Mechanical Units, condensing units, exhaust fans and other items (including seismic bracing, plumbing lines, etc.)	1	LS	125,000	125,000
82	Furnish and Install mechanical ductwork and accessories	1	LS	25,000	25,000
83	Furnish and Install All other mechanical equipment work shown in the construction documents and specified	1	LS	10,000	10,000
DIVISION 15 - PLUMBING <i>Description: The items in this category include, but are not limited to the supply and installation of plumbing systems as identified in the Contract Documents</i>					
84	Furnish and Install Automatic dog watering bowls	1	LS	16,000	16,000
85	Furnish and Installed All other plumbing work shown in the construction documents and specified	1	LS	204,000	204,000
DIVISION 16 - ELECTRICAL <i>Description: The items in this category include, but are not limited to the supply and installation of electrical systems as identified in the Contract Documents</i>					
86	Furnish and Install Electrical Main Switchgear, Subpanels, Conduit & Conductors	1	LS	75,000	75,000

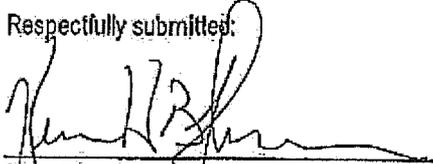
ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	SUBTOTAL	
87	Furnish and Install Site Lighting	1	LS	49,000	49,000	
88	Furnish and Install Lighting & Switches Including Conduit & Conductors	1	LS	84,000	84,000	
89	Furnish and Install Electrical Outlets, Telephone/Data Boxes, conduit & conductors etc.	1	LS	41,000	41,000	
90	Furnish and Install All other electrical equipment shown in the construction documents and specified	1	LS	67,950	67,950	
TOTAL BASE BID ITEMS 1-90 (In figures)						2,849,400
TOTAL BASE BID ITEMS 1-91 (In Words)						
TWO MILLION EIGHT HUNDRED FORTY NINE THOUSAND FOUR HUNDRED						
PART A- ADDITIVE ALTERNATE BID ITEMS						
A-1	Furnish and install artificial turf systems per plans and details in "Get Acquainted" area of center courtyard	1	LS	\$N/A	38,665	
TOTAL ADDITIVE ALTERNATE BID (PART A) Items A-1 (In Figures)						38,665.00
TOTAL ADDITIVE ALTERNATE BID (PART A) Items A-1 (In Words)						
THIRTY EIGHT THOUSAND SIX HUNDRED SIXTY FIVE						
TOTAL BASE BID + ADDITIVE BID A (In Figures)						2,888,065
TOTAL BASE BID + ADDITIVE BID A (In Words)						
TWO MILLION EIGHT HUNDRED EIGHTY EIGHT THOUSAND SIXTY FIVE						
PART B- ADDITIVE ALTERNATE BID ITEMS						
B-1	Furnish and install in-slab piping systems for warming slab at dog kennel	1	LS	\$N/A	31,800	
TOTAL ADDITIVE ALTERNATE BID (PART B) Items B-1 (In Figures)						31,800
TOTAL ADDITIVE ALTERNATE BID (PART A) Items B-1 (In Words)						
THIRTY ONE THOUSAND EIGHT HUNDRED SEVEN THOUSAND THIRTY NINE (Q)						
TOTAL BASE BID + ADDITIVE BID A + ADDITIVE B (In Figures)						2,919,865

ITEM NO.	DESCRIPTION	QUANTIT Y	UNIT	UNIT PRICE	SUBTOTAL
TOTAL BASE BID + ADDITIVE BID A + ADDITIVE B (In Words) TWO MILLION NINE HUNDRED NINETEEN THOUSAND EIGHT - HUNDRED SIXTY FIVE DOLLARS					

NOTE:

1. Determination of the lowest bidder will be based upon the "TOTAL BASE BID" price indicated in the Bid Form/Bid Schedule of Work Items.
2. All amounts and totals given in the Bid Schedule of Work Items will be subject to verification by the Contractor. In case of variation between the unit cost and amount shown by bidder, the unit cost will be considered to be his/her bid.
3. The price bid shall include all State, Federal, and other taxes applicable to the project, and shall be a firm offer for a period of 60 days after the date of bid opening.
4. Acknowledge receipt of all Addenda. The cover sheet of each addendum issued is to be signed by the Contractor and attached herewith.
5. Unbalanced bids will be considered sufficient grounds for rejection of the entire bid. An unbalanced bid is defined as a bid containing lump sum or unit bid items, which do not reasonably reflect actual costs, plus reasonable share of the anticipated profits, overhead costs, and other indirect costs attributable to the performance of the work in question.
6. The quantities listed in the above Bid Form/Bid Schedule of Work Items are estimates shown for bid comparison only. Payment will be made at the Contract Unit Price for the actual quantities constructed. The ACJPA does not, expressly or by implication, agree that the actual amount of work will correspond therewith, and reserves the right to increase or decrease the amount of any class or portion of the work, or to omit portions of the work, as may be deemed necessary or advisable by ACJPA's authorized representative. In case of variation between the unit cost and amount shown by bidder, the unit cost will be considered to be his/her bid.
7. The undersigned, under penalty of perjury, acknowledges that they are authorized by the bidding Contractor to submit a bid for said Contract.

Respectfully submitted:


Signature

KENNETH B. THOMSON, PRRESIDENT

Title

670072

Contractor's License Number

3940 E. MIRALOMA AVENUE

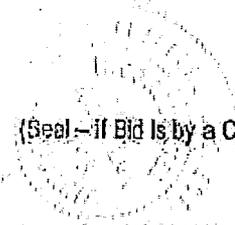
Address

ANAHEIM, CA 92806

Date 9/18/12

4/30/13

Date of Expiration


(Seal - if Bid Is by a Corporation)

Attest

10% OF BID AMOUNT

Amount of Certified Check or Bid Bond

CULBERTONSON BONDING

Name of Bonding Company

August 23, 2012

To: All Bidders - Animal Control Powers Authority, ACJP Project No-1, Yucca Valley Animal Shelter

From: Alex Qishta, Project Engineer

Subject: Addendum No. 1

Addendum No. 1 is attached. Please sign the attached letter acknowledging receipt of Addendum No. 1 and include it in your bid.

Animal Control Joints Power Authority


Alex Qishta, P.E.
Project Engineer

Planning
(760) 369-6575
Public Works
(760) 369-6579
Building and Safety
(760) 365-0999
Code Compliance
(760) 369-6575
Engineering
(760) 369-6575
Animal Control
(760) 369-7207
FAX (760) 228-0081



The Town of
Yucca Valley

COMMUNITY DEVELOPMENT/PUBLIC WORKS DEPARTMENT
58928 Business Center Dr.
Yucca Valley, California 92284

ADDENDUM NO. 1

TO THE
BID DOCUMENTS
FOR

ACJPA Project No-1

YUCCA VALLEY ANIMAL SHELTER

To: ALL BID DOCUMENT HOLDERS

The bid documents for this bid have been amended as follows:

1. Page SP-1, Section 1.2 SIMILAR EXPERIENCE revised to read

"Similar Experience is defined as in the previous six (6) years; Contractor has been awarded and completed at least one private or public works project, as General Contractor, involving pre-engineered steel building components of the size, complexity, and schedule as contemplated in this project. The size is between \$2,000,000.00 or larger in construction contract amount and involving concrete, masonry and steel structural components in combination with energy efficient environmental systems. Contractor may be asked to submit, before award of contract, client references and documented record of completing a similar project on schedule and within budget parameters given normal adjustments in both time and cost during the construction phase."

2. Page SP-5, Section 6.0 COMMENCEMENT OF WORK AND TIME OF COMPLETION revised to read

"The Contractor shall begin work within ten (10) working days after the date of the Notice to Proceed, and shall diligently prosecute the same to completion by three hundred (300) calendar days after date in said Notice. All construction equipment shall be removed from the site prior to the final completion date."

3. Page SP-6, Section 10 CONSTRUCTION SCHEDULE revised to read

"The provisions of Section 6-1 "Construction Schedule and Commencement of Work" of the Standard Specifications shall apply, except as modified below:

6-1 Construction Schedule and Commencement of Work [Replace the second sentence of the second paragraph]:

The work shall start within 10 calendar days thereafter, and be diligently prosecuted to completion within the time provided in the Specifications.

6-2 Construction Schedule and Commencement of Work [Add the following]:

The Contractor shall submit a construction schedule prior to the issuance of the Notice to Proceed, and shall update the schedule weekly as the work progresses. The construction schedule shall clearly indicate meeting the 300 calendar day construction period following the date in the Notice to Proceed. Contractor shall also conduct weekly construction progress meetings at the job site or at the owners' construction office. The progress meeting shall be conducted to the level of detail necessary to address all issues and work elements that affect the construction schedule, impact to the public, and project costs, including potential claims and whatever work elements deemed necessary by the owner."

4. A non-mandatory job walk will take place on Monday September 4, 2012 at 9:00 am at the job site, all questions and concerns will be answered at that time.
5. The bid opening day is September 18, 2012 at 3:00 pm at the Town of Yucca Valley Town Clerk Office.

Animal Care Joint Powers Authority

Alex Qishta

Alex Qishta, P.E.
Project Engineer

Acknowledgment of Receipt
ADDENDUM NO. 1

[Handwritten Signature]
Signature of Bidder

September 10, 2012

To: All Bidders - Animal Control Powers Authority, ACJP Project No-1, Yucca Valley Animal Shelter

From: Alex Qishta, Project Engineer

Subject: Addendum No. 2

Addendum No. 2 is attached. Please sign the attached letter acknowledging receipt of Addendum No. 2 and include it in your bid.

Animal Control Joints Power Authority



Alex Qishta, P.E.
Project Engineer

Planning
(760) 369-6575
Public Works
(760) 369-6579
Building and Safety
(760) 365-0099
Code Compliance
(760) 369-6575
Engineering
(760) 369-6575
Animal Control
(760) 365-1807
Animal Shelter
(760) 365-3111
FAX (760) 228-0084



The Town of
Yucca Valley

COMMUNITY DEVELOPMENT/PUBLIC WORKS DEPARTMENT
58928 Business Center Dr.
Yucca Valley, California 92284

ADDENDUM NO. 2

TO THE
BID DOCUMENTS
FOR

ACJPA Project No.1

YUCCA VALLEY ANIMAL SHELTER

To: ALL BID DOCUMENT HOLDERS

The bid documents for this bid have been amended as follows:

BIDDING DOCUMENTS

Item No. 1: Contract Documents ACJPA PROJECT NO. 1 – TABLE OF CONTENTS

REVISE to read
Appendix 'E'
Fault Evaluation Report

ADD the following
Appendix 'H'
Geotechnical Report

Item No. 2: Contract Documents ACJPA PROJECT NO. 1 – APPENDIX 'G' GEOTECHNICAL REPORT

ADD attached Appendix 'G' Geotechnical Report

Item No.3: Contract Documents ACJPA PROJECT NO. 1 – AGREEMENT FOR CONTRACT SERVICES

Exhibit "B" *CLARIFICATON*
Builders Risk Insurance, and all other insurance required shall be furnished by the Contractor.
Earthquake and flood insurance are not required.

Item No.4: Contract Documents ACJPA PROJECT NO. 1 - TABLE OF CONTENTS (For Specifications)

DELETE the following

Section 01020 Contract Considerations
Section 02225 Site Demolition

Item No. 5: Contract Documents ACJPA PROJECT NO. 1 – SPECIAL PROVISIONS**Page SP-3 & SP-4, 4.0 PERMITS AND LICENSES,****ADD** the following:

- 4.9 Fees related to the County of San Bernardino Fire Department required as part of Condition of approval F-4 as shown on drawing Sheet A0.4 shall be paid for by the Town.

Item No. 6: Contract Documents ACJPA PROJECT NO. 1 – SPECIAL PROVISIONS**Page SP-28, BID ITEM 11: FURNISH AND INSTALL DECOMPOSED GRANITE,****REVISE** first sentence to read

Contractor shall furnish and install a 2 inch (compacted thickness) layer of Decomposed Granite as shown on the plans.

Item No. 7: Contract Documents ACJPA PROJECT NO. 1 – GENERAL PROVISIONS**Page GP-4 ADD** the following:

2-3.2 Self Performance: The Contractor shall perform, with its own organization, Contract work amounting to at least 5% of the contract price.

Item No. 8: Contract Documents ACJPA PROJECT NO. 1 – GENERAL PROVISIONS**Page GP-3 AMEND** the following:

- 2-1.2 Award of Contract: The award of the contract, if it be awarded, will be to the lowest responsible Bidder whose proposal complies with all the requirements prescribed. The award, if made, will be made within ninety (90) calendar days after the opening of the proposals.

SPECIFICATIONS**ITEM NO. 9: Contract Documents ACJPA PROJECT NO. 1 – DIVISION 1 THROUGH DIVISION 16, ALL SECTIONS**

Paragraph 1.01 SUMMARY – **REVISE** part A, to read

- A. Documents affecting work of this Section include, but are not necessarily limited to, General Provisions, Special Provisions and Division I.

ITEM NO. 10: Contract Documents ACJPA PROJECT NO. 1 - SECTION 11405 PRE-FABRICATED WALK-IN FREEZER

DELETE Section 11405 in its entirety and replaced with attached Specification Section 11405 Pre-fabricated Walk-In Freezer.

ITEM NO. 11: Contract Documents ACJPA PROJECT NO. 1 - SECTION 05125 PRE-ENGINEERED METAL BUILDING

Paragraph 2.03 ROOFING & SIDING - *REVISE* part A.1 to read

A. Roofing Wall Covering:

1. Roof Panels: 24 ga, Standing Seam Roofing Panels #SS-24 by CBC Steel Buildings or approved equal, BASF Kynar (custom color) panels to provide 24" coverage with 3" high seams. Provide Lascolite, translucent fiberglass reinforced plastic panels in profile to coordinate with standing seam roofing at locations in kennel buildings as shown on architectural roof plans Sheet A2.2 & A3.2 Roof Plan & Reflected Ceiling Plan.

ITEM NO. 12: Contract Documents ACJPA PROJECT NO. 1 - SECTION 05125 PRE-ENGINEERED METAL BUILDING

Paragraph 2.03 ROOFING & SIDING - *REVISE* part A.2 to read

2. Wall panels at Admin. Bldg #1:
 - a. 24 ga. Reversed HR-36 Wall Panels by AEP Span, horizontal installation, DuraTech 5000 custom color as shown on Exterior Elevations (matching color screws along with closures). Includes any required wall supports.
 - b. 22 ga Prestige Series Wall Panels with 2" reveal by AEP Span, vertical installation, DuraTech 5000 standard color: Colonial Red

ITEM NO. 13: Contract Documents ACJPA PROJECT NO. 1 - SECTION 07200 THERMAL INSULATION

Entire Section - *DELETE* all references to roof insulation and refer to new, attached Specification Section 07201 PRE-ENGINEERED METAL BUILDING ROOF INSULATION for all materials and work associated with roof insulation in all buildings.

ITEM NO. 14: Contract Documents ACJPA PROJECT NO. 1 – SECTION 07201 PRE-ENGINEERED METAL BUILDING ROOF INSULATION

ADD attached Section 07201 in its entirety to the technical specification.

ITEM NO. 15: Contract Documents ACJPA PROJECT NO. 1 – SECTION 09840 ACOUSTICAL PANELS

ADD attached Section 09840 in its entirety to the technical specification.

ITEM NO. 16: Contract Documents ACJPA PROJECT NO. 1 – SECTION 09841 ACOUSTICAL BAFFLES

ADD attached Section 09841 in its entirety to the technical specification.

ITEM NO. 17: Contract Documents ACJPA PROJECT NO. 1 – SECTION 09900 PAINTING

ADD the following *CLARIFICATION*: "Structural steel shall be primed per specification. All exposed structural steel shall receive (in addition to the prime coat(s)) High-Performance Coatings per specification.

DRAWINGS

ITEM NO. 18: Contract Documents ACJPA PROJECT NO. 1 – SHEET 2 of 5 GRADING, DRAINAGE & SEWER PLANS -

Construction Notes 1, 2 & 7 – *ADD* the following to each note
"Provide redwood header at AC and DG conditions where no concrete curb occurs per architectural detail 19/A0.3"

ITEM NO. 19: Contract Documents ACJPA PROJECT NO. 1 – SHEET A1.2 BUILDING 1, BUILDING SECTIONS, EXTERIOR ELEVATIONS -

REVISE color call out for Prestige Panels to be DuraTech 5000, Standard Color: Colonial Red by AEP
Span.

ITEM NO. 20: Contract Documents ACJPA PROJECT NO. 1 – SHEET A2.1 BUILDING 2 FLOOR PLAN, SLAB EDGE, SLOPE, CURB EDGE & SHEET A3.1 BUILDING 3 FLOOR PLAN, SLAB EDGE, SLOPE, CURB EDGE

Floor Plan: **CLARIFICATION** – Metal stud framing not shown on floor plan for clarity. See Wall Legend, Wall Sections and Details for all information.

ITEM NO. 21: Contract Documents ACJPA PROJECT NO. 1 – SHEETS A2.3 BUILDING 2, & A3.3 BUILDING 3, BUILDING SECTIONS, EXTERIOR ELEVATIONS -

Keynotes #9.18 – **REVISE** the following to the note
“2'-0” high x length as shown on drawings fabric wrapped acoustical panels – see Specification Section 09840 for more information.”

Keynotes #9.19 – **REVISE** the following to the note
“2'-0” high x length as shown on drawings suspended acoustical baffles – see Specification Section 09841 for more information.”

ITEM NO. 22: Contract Documents ACJPA PROJECT NO. 1 – SHEETS A3.3 BUILDING 3, BUILDING SECTIONS, EXTERIOR ELEVATIONS -

Detail 2 KEYNOTES: **CLARIFICATION** – Refer to typical keynotes on Sheet A2.3 for Building Sections.

ITEM NO. 23: Contract Documents ACJPA PROJECT NO. 1 – SHEETS A3.3 BUILDING 3, BUILDING SECTIONS, EXTERIOR ELEVATIONS -

Detail 7 & 8 EXTERIOR ELEVATIONS: **REVISE** title to read “BUILDING 3 – EXTERIOR ELEVATIONS”

ITEM NO. 24: Contract Documents ACJPA PROJECT NO. 1 – SHEETS A5.2 DETAILS -

Detail 18 & 19: **ADD** attached Detail 18 “Gate Plan” and Detail 19 “Gate Elevation” to Sheet A5.2.

ITEM NO. 25: Contract Documents ACJPA PROJECT NO. 1 – SHEETS A0.3 SITE DETAILS -

Detail 9: **ADD** Detail 9 “Parking Lot Light Fixture Standard” to Sheet A0.3 per attached drawing AD2-2

ITEM NO. 26: Contract Documents ACJPA PROJECT NO. 1 - SHEETS S1, S2 & S3 BUILDING #1, #2 & #3 GROUND AND FOUNDATION PLAN -

ADD the following note: "Provide 2" of sand under slab. Sandwich vapor retarder between the 2" of sand."

ITEM NO. 27: Contract Documents ACJPA PROJECT NO. 1 - SHEET A1.7 INTERIOR ELEVATIONS - (ALSO REFERENCE SHEET A1.3, DETAIL 14) -

Detail 7 - Shower 120 - Keynote 10.16:
REVISE to read "Freedom ADA One Piece Fiberglass Shower Unit 63" x 38 1/2", Model No. APFQ6437BF75 by Accessibility Professionals. Provide floor leveler over concrete slab to float floor up to shower threshold to provide ADA compliant 1/2" max. threshold transition."

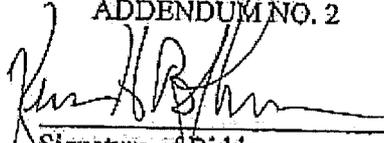
ITEM NO. 28: Last day for Request for Information, RFI's is September 10, 2012.

END OF ADDENDUM 02.

Animal Care Joint Powers Authority

Alex Qishta, P.E.
Project Engineer

Acknowledgment of Receipt
ADDENDUM NO. 2



Signature of Bidder

September 13, 2012

To: All Bidders - Animal Control Powers Authority, ACJP Project No-1, Yucca Valley Animal Shelter

From: Alex Qishta, Project Engineer

Subject: Addendum No. 3

Addendum No. 3 is attached. Please sign the attached letter acknowledging receipt of Addendum No. 3 and include it in your bid.

Animal Control Joints Power Authority

Alex Qishta

Alex Qishta, P.E.
Project Engineer

Planning
(760) 369-6575
Public Works
(760) 369-6579
Building and Safety
(760) 365-0099
Code Compliance
(760) 369-6575
Engineering
(760) 369-6575
Animal Control
(760) 365-1807
Animal Shelter
(760) 365-3111
FAX (760) 228-0084



COMMUNITY DEVELOPMENT/PUBLIC WORKS DEPARTMENT
58928 Business Center Dr.
Yucca Valley, California 92284

ADDENDUM NO. 3

TO THE
BID DOCUMENTS
FOR

ACJPA Project No.1

YUCCA VALLEY ANIMAL SHELTER

To: ALL BID DOCUMENT HOLDERS

The bid documents for this bid have been amended as follows:

SPECIFICATIONS

ITEM NO. 1: Contract Documents ACJPA PROJECT NO. 1 – SECTION 09220 PORTLAND CEMENT PLASTER

DELETE in its entirety and *REPLACE* with attached Specification Section 09220 Portland Cement Plaster.

DRAWINGS

ITEM NO. 2: Contract Documents ACJPA PROJECT NO. 1 – SHEET 2 of 5 GRADING, DRAINAGE AND SEWER PLANS –

ADD the following general note: Contractor shall demolish and dispose of existing concrete slab. Slab dimensions are approximately 18' x 27'.

ITEM NO. 3: Contract Documents ACJPA PROJECT NO. 1 – SHEET A5.1 DETAILS –

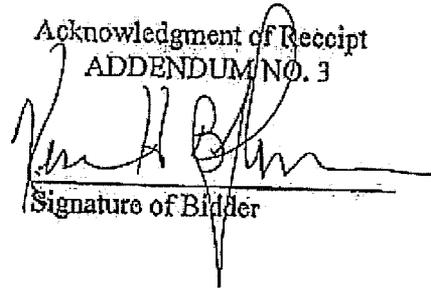
Detail 16: *REVISE* call out for veneer plaster to include the following – “Provide Diamond Finish Veneer Finish System by USG over Imperial Veneer Basecoat Plaster by USG over 5/8” Imperial Gypsum Board Sheathing. Provide smooth finish. Full installation shall be per manufacturer’s recommendations.”

END OF ADDENDUM 03.

Animal Care Joint Powers Authority

Alex Qishta, P.E.
Project Engineer

Acknowledgment of Receipt
ADDENDUM NO. 3



Signature of Bidder

North American Specialty Insurance Company

Bond #12-B
Premium Nil

BID BOND

KNOW ALL MEN BY THESE PRESENTS, That We, Facility Builders & Erectors, Inc.

3940 E. Miraloma Avenue
of Anaheim, CA 92806, as Principal, and North American Specialty Insurance Company, of Manchester, New Hampshire, as Surety, a New Hampshire corporation duly licensed to do business in the State of California are held and firmly bound unto Animal Care Joint Powers Authority, as Obligee, in the penal sum of ten percent of amount bid Dollars (\$ 10%), for the payment of which the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, That, whereas the Principal has submitted, or is about to submit, a proposal or a bid to the Obligee on a contract for Yucca Valley Animal Shelter, ACJPA Project No. 1

NOW, THEREFORE, if the aforesaid principal shall be awarded the contract, the said principal will within the period specified therefore, or, if no period be specified, within ten (10) days after the notice of such award into a contract and give bond for the faithful performance of the contract, then this obligation shall be null and void, otherwise the principal and the surety will pay unto the obligee the difference in money between the amount of the bid of said principal and the amount for which the obligee may legally contract with another party to perform the work if the latter amount be in excess of the former; in no event shall the liability hereunder exceed the penal sum hereof.

PROVIDED AND SUBJECT OF THE CONDITION PRECEDENT, that any suits at law or proceedings in equity brought or to brought against the Surety to recover any claim hereunder must be instituted and service had upon the Surety within ninety (90) days after the acceptance of said bid of the Principal by the Obligee.

Any person who, with the intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement is guilty of insurance fraud.

SIGNED, SEALED AND DATED this 11th day of September, 2012

Facility Builders & Erectors, Inc.

By: [Signature]
Principal

North American Specialty Insurance Company

By: [Signature]

Attorney-In-Fact

Richard A. Coon

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA

County of Orange }

On 9-11-12 before me, Lexie Sherwood, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Richard A. Coon
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

Signature Lexie Sherwood
Signature of Notary Public



Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____

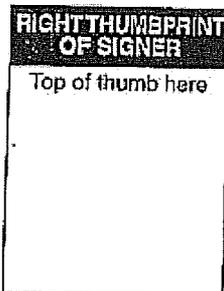
Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

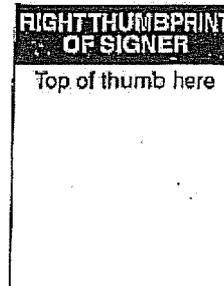
- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: _____

Signer's Name: _____

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



Signer Is Representing: _____

NAS SURETY GROUP

NORTH AMERICAN SPECIALTY INSURANCE COMPANY
WASHINGTON INTERNATIONAL INSURANCE COMPANY

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT North American Specialty Insurance Company, a corporation duly organized and existing under laws of the State of New Hampshire, and having its principal office in the City of Manchester, New Hampshire, and Washington International Insurance Company, a corporation organized and existing under the laws of the State of New Hampshire and having its principal office in the City of Schaumburg, Illinois, each does hereby make, constitute and appoint:

DAVID L. CULBERTSON, CHARLES L. FLAKE, RICHARD A. COON,
and LEXIE SHERWOOD

JOINTLY OR SEVERALLY

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:

FIFTY MILLION (\$50,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both North American Specialty Insurance Company and Washington International Insurance Company at meetings duly called and held on the 9th of May, 2012:

"RESOLVED, that any two of the Presidents, any Managing Director, any Senior Vice President, any Vice President, any Assistant Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Company; and it is

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



By [Signature]
Steven P. Anderson, Senior Vice President of Washington International Insurance Company
& Senior Vice President of North American Specialty Insurance Company



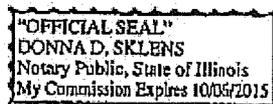
By [Signature]
David M. Layman, Vice President of Washington International Insurance Company
& Vice President of North American Specialty Insurance Company

IN WITNESS WHEREOF, North American Specialty Insurance Company and Washington International Insurance Company have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers this 20th day of June, 2012.

North American Specialty Insurance Company
Washington International Insurance Company

State of Illinois ss:
County of Cook

On this 20th day of June, 2012, before me, a Notary Public personally appeared Steven P. Anderson, Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company and David M. Layman, Vice President of Washington International Insurance Company and Vice President of North American Specialty Insurance Company, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.



[Signature]
Donna D. Sklens, Notary Public

I, Jeffrey Goldberg, the duly elected Assistant Secretary of North American Specialty Insurance Company and Washington International Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said North American Specialty Insurance Company and Washington International Insurance Company, which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 11th day of September, 2012.

[Signature]
Jeffrey Goldberg, Vice President & Assistant Secretary of
Washington International Insurance Company & North American Specialty Insurance Company

State of California)
County of Orange)

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

on September 18, 2012 before me, Susan Thomson, Notary
(here insert name and title of the officer)

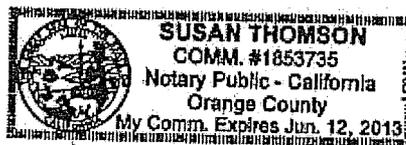
personally appeared Kenneth B. Thomson

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

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

WITNESS my hand and official seal.

Signature Susan Thomson



(Seal)

OPTIONAL INFORMATION

Although the information in this section is not required by law, it could prevent fraudulent removal and reattachment of this acknowledgment to an unauthorized document and may prove useful to persons relying on the attached document.

Description of Attached Document

The preceding Certificate of Acknowledgment is attached to a document titled/for the purpose of Yucca Valley Bid Bond containing _____ pages, and dated _____.

The signer(s) capacity or authority is/are as:

- Individual(s)
 Attorney-in-Fact
 Corporate Officer(s) _____
Title(s) _____

- Guardian/Conservator
 Partner - Limited/General
 Trustee(s)
 Other: _____

representing: _____
Name(s) of Person(s) or Entity(ies) Signer is Representing

Additional Information	
Method of Signer Identification	
Proved to me on the basis of satisfactory evidence: <input checked="" type="checkbox"/> form(s) of identification <input type="checkbox"/> credible witness(es)	
Notarial event is detailed in notary journal on: Page # _____ Entry # _____	
Notary contact: _____	
Other	
<input type="checkbox"/> Additional Signer(s)	<input type="checkbox"/> Signer(s) Thumbprint(s)
<input type="checkbox"/>	

**ANIMAL CARE JOINT POWERS AUTHORITY
STAFF REPORT**

To: JPA Board Members
From: Mark Nuaimi, Project Engineer
Date: October 22, 2012
For JPA Meeting: October 25, 2012
Subject: Replacement Animal Shelter
ACJPA Project No. 1
Recommendation to Board of Supervisors and Town Council
Award of Construction Contract
Town Construction Management/Specialized Inspections

Prior Council Review: The ACJPA approved the plan and specifications and authorized staff to advertise and receive bids at the meeting of August 2, 2012.

Recommendation: That the ACJPA Board:

1. Recommends that the Town Council and County Board of Supervisors approves the withdrawal of bid by R.C. Construction Services, Inc., based upon the findings further described below; and
 - A. R.C. Construction Services Inc., made a clerical mistake establishing an incorrect bid amount for Metal Buildings;
 - B. R.C. Construction Services, Inc. gave the Town of Yucca Valley written notice within five working days, excluding Saturdays, Sundays, and state holidays, after the opening of the bids of the mistake, and specified in the letter in detail how the clerical mistake occurred by failure to include an additional \$400,000 in metal building costs.
 - C. The clerical mistake made by R.C. Construction Services, Inc. is materially different than R.C. Construction Services, Inc. intended by the failure to include \$400,000 in Metal Buildings costs that were not included in the bid item due to the clerical mistake;
 - D. The clerical mistake was made in filling out the bid and not due to error in judgment or to carelessness in inspecting the site of the work, or in reading the plans or specifications

Reviewed By: _____ _____ _____ SRS
 Town Manager Town Attorney Mgmt Services Dept Head

Department Report Ordinance Action Resolution Action Public Hearing
 Consent Minute Action Receive and File Study Session

2. Recommends that the Town Council and the County Board of Supervisors approves the award of the "Base Bid" construction contract to Facility Builders and Erectors, Inc., in the amount of \$2,849,400.00, and the "Bid Alternate B" construction contract in the amount of \$31,800.00; and
3. Recommends that the Town Council and the County Board of Supervisors authorizing a Construction Contingency in the amount of \$391,294 (14% of construction costs); and
4. Recommends authorizing the ACJPA Board, Town Manager and ACJPA Attorney to sign all necessary documents, and authorizing the Town Manager to expend the contingency fund, if necessary, to complete the project; and
5. Recommends that the Town Council and the County Board of Supervisors accept the Town proposal for Construction Management and Specialized Inspection Services; and
6. Recommends that unused Construction Contingency be budgeted against one-time start-up costs for the replacement animal shelter. Such expenditure will be brought to the JPA Board for prior approval.

Executive Summary: The Animal Control Joint Powers Authority (ACJPA) proposes to develop a replacement animal shelter on a five acre parcel located directly to the south of the existing Yucca Valley Animal Shelter. The replacement animal shelter will serve both the incorporated areas of the Town of Yucca Valley ("Town"), as well as, the unincorporated areas of the County of San Bernardino. The facility will include three, new single story buildings of approximately 12,100 total square feet along with a 5,400 square foot covered animal pens. Parking areas will be constructed to accommodate parking for staff, public and shelter vehicles. Other pathways and service roads will be created to facilitate reliable and safe access. Landscaping and lighting will be developed throughout the project area, including the parking area. Lighting for the animal shelter will be developed to Town's standards. The property where the new animal shelter will be built is vacant.

Order of Procedure:

- Request Staff Report
- Request Public Comment
- Council Discussion/Questions of Staff
- Motion/Second
- Discussion on Motion
- Call the Question (Roll Call Vote, Consent Agenda)

Discussion: On September 18, 2012, the Town received 8 bids for ACJPA Project No.1 as follows:

Bidder	Base Bid	Bid Alternate A	Bid Alternate B	Total
R.C. Construction Services, Inc.*	\$2,769,000.00	\$46,352.00	\$10,737.45	\$2,826,089.00
Facility Builders and Erectors, Inc.	\$2,849,400.00	\$38,665.00	\$31,800.00	\$2,919,865.00
Hamel Contracting	\$2,880,506.00	\$63,756.00	\$11,000.00	\$2,955,262.00
Dalke and Sons Construction	\$2,959,729.00	\$17,500.00	\$12,000.00	\$2,971,731.00
Avi-Con, Inc.	\$3,147,034.00	\$47,000.00	\$37,000.00	\$3,231,034.00
RDP/SCI, Inc.	\$3,207,905.00	\$44,440.00	\$48,884.00	\$3,301,229.00
Doug Wall Construction, Inc.	\$3,494,142.00	\$52,578.00	\$41,147.00	\$3,587,867.00
Harbor Construction	\$3,638,000.00	\$38,000.00	\$44,000.00	\$3,720,000.00

*Bid Withdrawn

The apparent low bidder at the time of bid opening, R.C. Construction Services, Inc. has submitted a letter to the JPA officially withdrawing their bid. The letter states that a clerical error in bid item #51, Metal Buildings, occurred when the clerk entered \$46,200.00 instead of \$463,295.00. The letter was submitted to the JPA within the mandatory 5 day period following bid opening. As such, R.C. Construction Services', Inc., bid is withdrawn from consideration.

The Base Bid for the project involves site grading, installation of prefabricated metal buildings, utilities, parking lot, electrical, site construction, landscaping, and irrigation. Alternate Bid A for the project involves the installation of an artificial turf in the "get acquainted" area. Alternate Bid B for the project involves the installation of heating pipes in the concrete floors of the kennels.

The lowest responsible bidder is Facility Builders and Erectors, Inc. of Anaheim, California, with a Base bid of \$2,849,400. The following additive alternates were bid with the project.

Additive Alternate A:	Artificial Turf:	\$38,665.00
Additive Alternate B:	Heating Pipes:	\$31,800.00

The Town has reviewed all 8 bid packages, and confirmed that Facility Builders and Erectors, Inc. is the lowest responsible and responsive bidder. If approved by the Town Council and the County Board of Supervisors, and ultimately awarded by the ACJPA construction is anticipated to begin in January 2013, and be substantially complete by October 2013.

The County and Town had previously agreed upon a total project cost of \$3.5 million. In order to award the construction contract, both the County Board of Supervisors and the Town Council will be required to increase the total project cost called out in the ACJPA Agreement from \$3.5 million to \$3.75 million.

Between now and award of Construction Contract, the following actions will be required of both the Town Council and County Board of Supervisors:

1. Increase Total Project Cost called out in the ACJPA Agreement from \$3.5 to \$3.75 million;
- 2.

Alternatives:

1. Reject all bids and authorize the ACJPA Clerk to re-advertise a reduced scope ACJPA Project No.1; or
2. Provide alternative direction to staff.

Attachments: R.C. Construction Bid Withdrawal Letter
Bidders Summary List
Facility Builders and Erectors, Inc. Bid Package