

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

839



FROM: Economic Development Agency

SUBMITTAL DATE:
February 15, 2012

SUBJECT: Crestmore Manor HVAC Replacement Project – Project Budget

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the attached construction agreement between the County of Riverside and D. Webb Incorporated, of Yucca Valley, California, in the amount of \$344,162 and authorize the Chairman of the Board to execute the agreement on behalf of the county;
2. Authorize the Assistant County Executive Officer/EDA to administer the agreement in accordance with applicable Board policies;
3. Approve and direct the Auditor-Controller to make the adjustments shown on Schedule A, attached;

BACKGROUND: (Commences on Page 2)

Robert Field
Robert Field
Assistant County Executive Officer/EDA

FISCAL PROCEDURES APPROVED
PAUL ANGULO, CPA, AUDITOR-CONTROLLER
BY *Samuel Wong 2/15/12*
SAMUEL WONG

FINANCIAL DATA	Current F.Y. Total Cost:	\$ 485,239	In Current Year Budget:	No
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	Yes
	Annual Net County Cost:	\$ 0	For Fiscal Year:	2011/12

COMPANION ITEM ON BOARD OF DIRECTORS AGENDA:

SOURCE OF FUNDS: Riverside County Regional Parks and Open-Space District	Positions To Be Deleted Per A-30	<input type="checkbox"/>
	Requires 4/5 Vote	<input checked="" type="checkbox"/>

C.E.O. RECOMMENDATION: APPROVE

BY *Jennifer L. Sargent*
Jennifer L. Sargent

County Executive Office Signature

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Buster, Tavaglione, Stone and Benoit
Nays: None
Absent: Ashley
Date: February 28, 2012
xc: EDA, CIP, Parks, Auditor, EO

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

3.30

Prev. Agn. Ref.: 3.35 of 9/28/10; 3.32 of 9/13/11 | **District:** 2/2 | **Agenda Number:**

FORM APPROVED BY COUNTY COUNSEL
BY: *Christopher Hans*
REVIEWED BY CIP
DATE: 2/15/12
Departmental Concurrence

By: *Scott Bangie*
General Manager
Regional Park and Open Space District

Dept's Recomm.: Consent Policy
Per Exec. Ofc.: Consent Policy

BACKGROUND:

On September 13, 2011, the Board of Supervisors authorized the Clerk of the Board to reject all bids for the Crestmore Manor HVAC Replacement Project and re-advertise for bids.

On October 6, 2011, eight contractors attended a mandatory job walk for the Crestmore Manor HVAC Replacement Project rebid. On October 27, 2011, a bid opening was conducted and D. Webb Incorporated was determined to be the lowest responsive and responsible bidder. The low bid of D. Webb incorporated as well as additional management costs requires the project budget to be increased the listed amount.

PROJECT BUDGET:

The approximate allocation of the project budget is as follows:

Design	\$ 49,000
Specialty Inspections and Testing	\$ 2,000
Construction	\$344,162
Project Management	\$ 45,964
Project Contingency	<u>\$ 44,113</u>
TOTAL	\$485,239

FINANCIAL IMPACT:

All costs associated with this project will be funded through the Riverside County Regional Parks and Open-Space District. These costs were budgeted by Economic Development Agency in FY 2011/12; however, the Riverside County Regional Parks and Open-Space District FY 2011/12 budget will require a budget adjustment.

Attachments:

Construction agreement
Schedule A

SCHEDULE A

Increase Appropriations:

25400-931104-542060 – Improvements-Buildings	175,925
----------------------------------------------	---------

Use of Fund Balance:

25400-931104-321101 – Restricted Program Money	175,925
------------------------------------------------	---------

AGREEMENT FORM

THIS AGREEMENT, entered into this 21st day of December, 2011, by and between D. Webb Incorporated, hereinafter called the "Contractor", and the County of Riverside hereinafter called the "Owner".

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

CONTRACT: The Complete Contract includes all of the Contract Documents, to wit: The Notice Inviting Bids, the Instructions to Bidders, the Contractor's Proposal, the bonds, the General Conditions, the Specifications, the Plans, any Addenda, and any other documents attached to or incorporated into the Contract Documents. All Contract Documents are intended to cooperate and be complimentary so that any work called for in one and not mentioned in the other, or vice versa, is to be executed the same as if mentioned in all Contract Documents.

STATEMENT OF WORK: The Contractor hereby agrees to furnish all tools, equipment, services, apparatus, facilities, transportation, labor and materials for the **Crestmore Manor HVAC Replacement Project**. In strict accordance with the Plans and Specifications dated June 4, 2011 prepared by DCGA Engineering, and the County of Riverside hereinafter called the "Architect", including Addenda thereto as listed in the Contractor's Proposal, all of which are made a part hereof.

TIME FOR COMPLETION: The work shall be commenced on a date to be specified in a written order of the Architect and shall be completed within forty two (42) calendar days from and after said date. It is expressly agreed that except for extensions of time duly granted in the manner and for the reasons specified in the General Conditions, time shall be of the essence.

COMPENSATION TO BE PAID TO CONTRACTOR: The Owner agrees to pay and the Contractor agrees to accept in full consideration for the performance of the Contract, subject to additions and deductions as provided in the General Conditions, the sum of * \$344,162.70 dollars (\$344,162.70) being the total of the base bid plus the following addenda: L.A.. The sum is to be paid according to the schedule as provided in the General Conditions. * Three hundred forty four thousand one hundred sixty two

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

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

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

Firm Name: D. Webb Incorporated
Address: 9066 Fertigo Ave Yucca Valley CA 92284
Contractor's License No.: 794667

IF OTHER THAN CORPORATION EXECUTE HERE

Signature: _____
Title: _____

Affix Seal
if
Corporation

IF CORPORATION, FILL OUT FOLLOWING AND EXECUTE

Name of President of Corporation: David Webb
Name of Secretary of Corporation: Kristy Webb
Corporation is organized under the laws of State of CA

Signature: _____
Title: President

Owner: COUNTY OF RIVERSIDE
Signature: _____
Title: Chairman - Board of Supervisors JOHN TAVAGLIONE

Attest: Clerk - Board of Supervisors Kicia Harper-Them

By: _____
Title: Deputy

FORM APPROVED COUNTY COUNSEL
BY: Neal R. Kipnis DATE

Bond No. 782729P
Premium: \$6,883
Issued in duplicate

Premium is for Contract Term
And is subject to adjustment
Based on final contract price.

PERFORMANCE BOND

The makers of this Bond, D Webb Incorporated as Principal, and Indemnity Company of California as Surety, are held and firmly bound unto County of Riverside, hereinafter called the Owner, in the sum of Three Hundred forty four thousand one hundred sixty two Dollars (\$344,162)

for the payment of the sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally firmly by these presents.

The condition of this obligation is such, that whereas the Principal entered into a certain contract, hereto attached, with the Owner, dated December 21st, 2011 for Crestmore Manor HVAC Replacement Project. Project #2009002249

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

Signed and Sealed this 3rd Day of January 2012

D Webb Incorporated

(Firm Name - Principal)

9066 Fortuna Ave. Yucca Valley CA 92284

(Business Address)

By: 

(Signature - Attach Notary's Acknowledgment)

President

(Title)

Affix Seal
if
Corporation

Indemnity Company of California

(Corporation Name - Surety)

17780 Fitch #200, Irvine CA 92614

(Business Address)

By: 

(Signature - Attach Notary's Acknowledgment)

ATTORNEY-IN-FACT

DOUG LINDLEY

(Title-Attach Power of Attorney)

Affix
Corporate
Seal

Bond No. 782729P

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

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

Ed Soo, Doug Lindley, Jody Fluke, jointly or severally

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

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

RESOLVED, that a combination of any two of the Chairman of the Board, the President, Executive Vice-President, Senior Vice-President or any Vice President of the corporations be, and that each of them hereby is, authorized to execute this Power of Attorney, qualifying the attorney(s) named in the Power of Attorney to execute, on behalf of the corporations, bonds, undertakings and contracts of suretyship; and that the Secretary or any Assistant Secretary of either of the corporations be, and each of them hereby is, authorized to attest the execution of any such Power of Attorney;

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

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

By: Daniel Young
Daniel Young, Vice-President

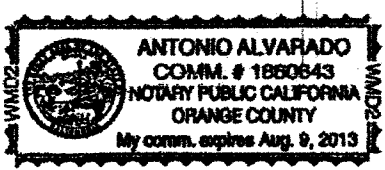
By: Stephen T. Pate
Stephen T. Pate, Senior Vice-President



State of California
County of Orange

On January 31, 2011 before me, Antonio Alvarado, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Daniel Young and Stephen T. Pate
Name(s) of Signer(s)



Place Notary Seal Above

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

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

WITNESS my hand and official seal.
Signature Antonio Alvarado
Antonio Alvarado, Notary Public

CERTIFICATE

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

This Certificate is executed in the City of Irvine, California, this 3rd day of JANUARY, 2012

By: Gregg Okura
Gregg Okura, Assistant Secretary

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

State of California)
County of Placer)

On 1/3/12 before me, Jennifer Diane Moldrup, Notary Public,

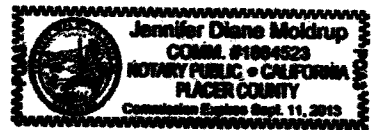
personally appeared, Doug Lindley

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

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

WITNESS my hand and official seal.

J. Moldrup
Notary Public Signature



(Notary Public Seal)

OPTIONAL INFORMATION

THIS OPTIONAL INFORMATION SECTION IS NOT REQUIRED BY LAW BUT MAY BE BENEFICIAL TO PERSONS RELYING ON THIS NOTARIZED DOCUMENT

Title or Type of Document _____

Date of Document _____ Number of Pages _____

Signers(s) Other Than Named Above _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

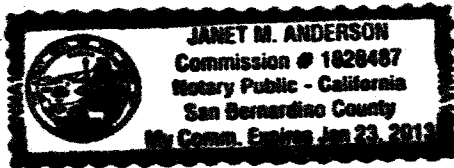
State of California

County of San Bernardino }

On January 9, 2012 before me, Janet M. Anderson, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared David Brian Webb
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person~~(e)~~ whose name~~(e)~~ 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~~(e)~~ on the instrument the person~~(e)~~; or the entity upon behalf of which the person~~(e)~~ acted, executed the instrument.



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

WITNESS my hand and official seal.

Place Notary Seal and/or Stamp Above

Signature: _____

Signature of Notary Public

OPTIONAL

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

Description of Attached Document

Title or Type of Document: Refinance Loan

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____ Signer's Name: _____

Corporate Officer — Title(s): _____ Corporate Officer — Title(s): _____

Individual Individual

Partner — Limited General Partner — Limited General

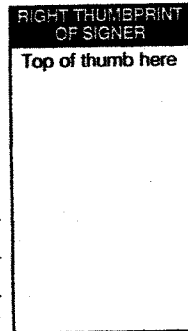
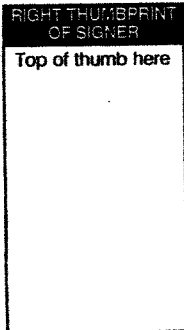
Attorney in Fact Attorney in Fact

Trustee Trustee

Guardian or Conservator Guardian or Conservator

Other: _____ Other: _____

Signer Is Representing: _____ Signer Is Representing: _____



Premium is for Contract Term
And is subject to adjustment
Based on Final Contract Price.

Premium is included in the Performance
Bond issued in duplicate

Bond No. 782729P

PAYMENT BOND

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

The makers of this Bond are D Webb incorporated as Principal and Original Contractor and
Indemnity Company of California, a corporation, authorized to issue Surety Bonds in California, as Surety,
and this Bond is issued in conjunction with that certain public works contract dated 12/21/11,
2011 between Principal and County of Riverside, a public entity, as owner, for

Three hundred forty four thousand one hundred sixty two
dollars (\$ 344,162) the total amount payable. THE AMOUNT OF

THIS BOND IS 100% OF SAID SUM. Said contract is for public work of: _____
Crestmore Manor HVAC Replacement Project . Project # 2009002249

The beneficiaries of this Bond are as is stated in 3248 of the Civil Code and the requirements and conditions
of this Bond are as is set forth in Sections 3248, 3249, 3250 and 3262 of said Code. Without notice, Surety
consents to extension of time for performance, change in requirements, amount of compensation, or
prepayment under said Contract.

Signed and Sealed this 3rd Day of January 2012

D Webb Incorporated

(Firm Name - Principal)

9066 Fortuna Ave, Yucca Valley CA 92284

(Business Address)

By: _____

(Signature - Attach Notary's Acknowledgment)

President

(Title)

Affix Seal
if
Corporation

Indemnity Company of California

(Corporation Name - Surety)

17780 Fitch #200 Irvine CA 92614

(Business Address)

By: _____

(Signature - Attached Notary's Acknowledgment)

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

DOUG LINDLEY

Affix
Corporate
Seal

BOND No. 782729P

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

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

Ed Soo, Doug Lindley, Jody Fluke, jointly or severally

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

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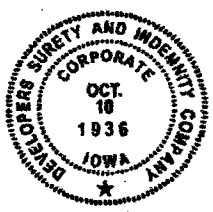
RESOLVED, that a combination of any two of the Chairman of the Board, the President, Executive Vice-President, Senior Vice-President or any Vice President of the corporations be, and that each of them hereby is, authorized to execute this Power of Attorney, qualifying the attorney(s) named in the Power of Attorney to execute, on behalf of the corporations, bonds, undertakings and contracts of suretyship; and that the Secretary or any Assistant Secretary of either of the corporations be, and each of them hereby is, authorized to attest the execution of any such Power of Attorney;

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

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

By: Daniel Young
Daniel Young, Vice-President

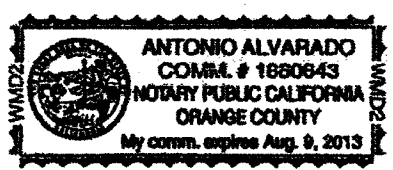
By: Stephen T. Pate
Stephen T. Pate, Senior Vice-President



State of California
County of Orange

On January 31, 2011 before me, Antonio Alvarado, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Daniel Young and Stephen T. Pate
Name(s) of Signer(s)



Place Notary Seal Above

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

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

WITNESS my hand and official seal.

Signature Antonio Alvarado
Antonio Alvarado, Notary Public

CERTIFICATE

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

This Certificate is executed in the City of Irvine, California, this 3rd day of January 2012

By: Gregg Okura
Gregg Okura, Assistant Secretary

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

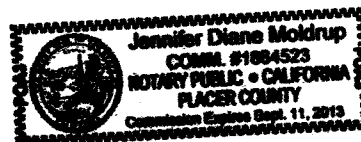
State of California)
County of Placer)

On 1/3/12 before me, Jennifer Diane Moldrup, Notary Public,
personally appeared, Doug Lindberg

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

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

WITNESS my hand and official seal.



J. Moldrup
Notary Public Signature

(Notary Public Seal)

OPTIONAL INFORMATION

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Title or Type of Document _____

Date of Document _____ Number of Pages _____

Signers(s) Other Than Named Above _____

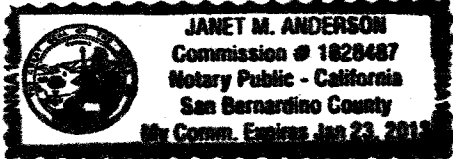
CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of San Bernardino }

On January 9, 2012 before me, Janet M. Anderson, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Donald Brian White
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: [Signature]
Signature of Notary Public

Place Notary Seal and/or Stamp 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: Payment Bond

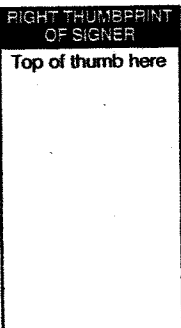
Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____ Signer's Name: _____

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



Signer Is Representing: _____

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



Signer Is Representing: _____



CERTIFICATE OF LIABILITY INSURANCE

OP ID: JC

DATE (MM/DD/YYYY)

02/06/12

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER First Service Inc. Lic. #OC13473 215 Estates Dr. Ste. 1 Roseville, CA 95678 Doug Lindley, CRIS		800-591-9692 800-591-1845	CONTACT NAME: Doug Lindley, CRIS PHONE (A/C, No, Ext): 800-591-9692 E-MAIL ADDRESS: info@firstserviceweb.com PRODUCER CUSTOMER ID #: DWEBB-1	FAX (A/C, No): 800-591-1845
INSURED D Webb Incorporated David Webb 9066 Fortuna Ave Yucca Valley, CA 92284		INSURER(S) AFFORDING COVERAGE		NAIC #
		INSURER A: Financial Pacific Insurance Co		31453
		INSURER B: Everest National Insurance Co.		10120
		INSURER C:		
		INSURER D:		
		INSURER E:		
		INSURER F:		

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY			SCP5012231	11/07/11	11/07/12	EACH OCCURRENCE	\$ 2,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	X	X				DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 2,000,000
							GENERAL AGGREGATE	\$ 4,000,000
							PRODUCTS - COMP/OP AGG	\$ 4,000,000
								\$
A	AUTOMOBILE LIABILITY			SCP5012231	11/07/11	11/07/12	COMBINED SINGLE LIMIT (Ea accident)	\$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident)	\$
	<input type="checkbox"/> SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident)	\$
	<input type="checkbox"/> HIRED AUTOS							\$
	<input type="checkbox"/> NON-OWNED AUTOS							\$
A	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR			SCP5012231	11/07/11	11/07/12	EACH OCCURRENCE	\$ 2,000,000
	<input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE	\$
	<input type="checkbox"/> DEDUCTIBLE							\$
	<input type="checkbox"/> RETENTION \$							\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			7600006456121	01/01/12	01/01/13	<input checked="" type="checkbox"/> WC STATUTORY LIMITS	OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N	N/A				E.L. EACH ACCIDENT	\$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below	Y					E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

*See attached notepad for Cancellation Clause. The County of Riverside, its directors, officers, special districts, board of supervisors, employees, agents or representatives are shown as Additional Insured with respect to liability arising out of operations performed by named insured. Job: Crestmore Manor HVAC Replacement Project

CERTIFICATE HOLDER

COFRIV3

The County of Riverside
 3403 10th St.
 Riverside, CA 92507

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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NOTEPAD:HOLDER CODE **COFRIV3**
INSURED'S NAME **D Webb Incorporated**DWEBB-1
OP ID: JCPAGE 2
DATE **02/06/12**

*10 Day NOC applies for non-payment of premium. Should any of the above policies be cancelled before the expiration date thereof, the issuing insurer will endeavor to mail 30 days written notice to the certificate holder named to the left, but failure to do so shall impose no obligation or liability of any kind upon the insurer, its agents, or representatives

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS
(WITH LIMITED COMPLETED OPERATIONS COVERAGE)**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART
BUSINESSOWNERS COVERAGE FORM**

SCHEDULE

NAME OF PERSON OR ORGANIZATION:

71342 Office - Carpentry-NOC

Any person or organization to whom or to which the named insured is obligated by a virtue of a written contract to provide insurance that is afforded by this policy. Where required by contract the officers, officials, employees, directors, subsidiaries, partners, successors, parents, divisions, architects, surveyors and engineers are included as additional insureds. All other entities, including but not limited to agents, volunteers, servants, members and partnerships are included as additional insureds, if required by contract, only when acting within the course and scope of their duties controlled and supervised by the primary (first) additional insured. If an Owner Controlled Insurance Program is involved, the coverage applies to off-site operations only. If the purpose of this endorsement is for bid purposes only, then no coverage applies.

PRIMARY CLAUSE

When this endorsement applies and when required by written contract, such insurance as is afforded by the general liability policy is primary insurance and other insurance shall be excess and shall not contribute to the insurance afforded by this endorsement.

EXCLUSION

The insurance provided to the additional insured does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of an architect's, engineer's or surveyor's rendering or failure to render any professional services, including:

1. The preparing, approving, or failing to prepare or approve, maps, designs, shop drawings, opinions, reports, surveys, field orders, change orders, or drawings and specifications; and
2. Supervisory, inspection, architectural or engineering activities.

WHO IS AN INSURED: (Section II)

This section is amended to include as an insured the person or organization shown on the Certificate of Insurance, but only to the extent that the person or organization is held liable for your acts or omissions in the course of "your work" for that person or organization by or for you. The "products-completed operations hazard" portion of the policy coverage does not apply to any work involving or related to properties intended for residential or habitational occupancy (other than apartments).

Endorsement

EFFECTIVE DATE: 11/07/2011

Endorsement

EXPIRATION DATE: 11/07/2012

WAIVER OF SUBROGATION:

We waive any right of recovery, when required by written contract, that we may have against the person or organization shown in the Certificate of Insurance because of payments we make for injury.

LOCATION OF JOB:

The job location must be within the State of domicile of the named insured, or within any contiguous State thereto.

DESCRIPTION OF WORK

The type of work performed must be that as described under classifications in the CGL Coverage Part Declarations.

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/27/2011

PRODUCER

Robert R. Dunn, Agent License#0427148
7248 Joshua Lane
Yucca Valley, CA 92284



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

INSURERS AFFORDING COVERAGE

NAIC #

INSURER A: State Farm Mutual Automobile Insurance Company 25178	25178
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	

INSURED

D Webb Inc.
PO Box 1982
Yucca Valley, CA 92284

COVERAGES

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

INSR	ADD'L	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
			GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				EACH OCCURRENCE	\$
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$
							MED EXP (Any one person)	\$
							PERSONAL & ADV INJURY	\$
							GENERAL AGGREGATE	\$
							PRODUCTS - COM/OP AGG	\$
A	X		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	202 6165-A08-55	12/27/2011	07/08/2012	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000.00
A	X						BODILY INJURY (Per person)	\$
A	X			202 6166-A08-55	12/27/2011	07/08/2012	BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
			GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT	\$
							OTHER THAN AUTO ONLY: EA ACC	\$
							AGG	\$
			EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
								\$
			WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				WC STATU-TORY LIMITS	OTH-ER
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$
			OTHER					

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

Includes Waiver of Subrogation in favor of the County of Riverside.

County of Riverside, its Director's Officers, Special Districts, Board of Supervisors, Employees, Agents or Representatives as Additional Insured.

CERTIFICATE HOLDER

County of Riverside, its Director's Officers, Special Districts, Board of Supervisors, Employees, Agents or Representatives as Additional Insured
3403 10th Street Suite 400
Riverside, CA 92507

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE
Robert R. Dunn

IMPORTANT

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

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

DISCLAIMER

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

**6028AU ADDITIONAL INSURED
(Prior Notice of Termination)**

This endorsement is a part of *your* policy. Except for the changes it makes, all other terms of the policy remain the same and apply to this endorsement. It is effective at the same time as *your* policy unless a different effective date is specified by us in writing.

It is agreed that **LIABILITY — COVERAGE A** of *your* policy is extended to the party named on the declarations page as an Additional Insured. The Additional Insured is subject to the provisions of the policy granting coverage to an *insured* other than *you*. The Additional Insured:

1. has the same right of recovery under this policy as before;
2. is not liable for any premium or other expense under this policy;
3. is not a member of the State Farm Mutual Automobile Insurance Company of Bloomington, Illinois.

This policy will not be changed or terminated as to the interest of the Additional Insured unless we give such insured notice. The number of days' notice we will give is ten unless another number is shown on the declarations page.

6196A.1 WAIVER OF OUR RIGHT TO RECOVER OUR PAYMENTS

This endorsement is part of *your* policy. Except for the changes it makes, all other terms of the policy remain the same and apply to this endorsement. It is effective at the same time as *your* policy unless a different effective date is specified by us in writing.

In consideration of the premium charged for *your* policy we agree that under Condition 3 – **Our Right to Recover Our Payments** we will not exercise the right to recover our payments as respects

**EXCEPTION TO CONDITION #3 WAIVER OF SUBROGATION AS RESPECTS COVERAGE
A ONLY IN FAVOR OF:**

County of Riverside, its Director's Officers, Special Districts, Board of Supervisors, employees,
agents or representatives as Additional Insured

POLICYHOLDER: D Webb Inc., PO Box 1982, Yucca Valley, CA 92284

POLICY NUMBER: 202 6165-A08-55, 202 6166-A08-55