

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



**FROM:** Economic Development Agency

**SUBMITTAL DATE:**  
November 18, 2009

**SUBJECT:** Ben Clark Training Center Building Electrical Renovation Project

**RECOMMENDED MOTION:** That the Board of Supervisors:

1. Approve the attached construction agreement between the County of Riverside and Tel Tech Plus, Inc. of San Marcos, California, in the amount of \$660,801 and authorize the Chairman to execute the agreement on behalf of the County;
2. Authorize the Assistant County Executive Officer EDA to administer the agreement in accordance with applicable Board policies;
3. Approve the total project budget of \$1,580,200; and
4. Delegate project management authority for this project to the Assistant County Executive Officer EDA in accordance with applicable policies.

**BACKGROUND:** (Commences on Page 2)

Robert Field  
Assistant County Executive Officer EDA

|                       |                                      |              |                                |       |
|-----------------------|--------------------------------------|--------------|--------------------------------|-------|
| <b>FINANCIAL DATA</b> | <b>Current F.Y. Total Cost:</b>      | \$ 1,580,200 | <b>In Current Year Budget:</b> | Yes   |
|                       | <b>Current F.Y. Net County Cost:</b> | \$ 0         | <b>Budget Adjustment:</b>      | No    |
|                       | <b>Annual Net County Cost FY:</b>    | \$ 0         | <b>For Fiscal Year:</b>        | 09/10 |

|   |   |                          |
|---|---|--------------------------|
| <b>SOURCE OF FUNDS:</b> Capital Improvement Program Fund<br>(previously budgeted) | <b>Positions To Be Deleted Per A-30</b> | <input type="checkbox"/> |
|   | <b>Requires 4/5 Vote</b>                | <input type="checkbox"/> |

**C.E.O. RECOMMENDATION:**

APPROVE

**County Executive Office Signature**

**MINUTES OF THE BOARD OF SUPERVISORS**

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

**Ayes:** Buster, Tavaglione, Stone, Benoit and Ashley  
**Nays:** None  
**Absent:** None  
**Date:** January 5, 2010  
**xc:** EDA, CIP

Kecia Harper-Ihem  
Clerk of the Board  
By   
Deputy

**Prev. Agn. Ref.:** 3.39, 7/14/09; 3.49, 7/29/08;  
3.26, 6/03/08; 3.42, 2/27/07; 3.39, 1/30/07; 3.10,  
11/21/06

**District:** 1

**Agenda Number:**

**3.20**

ATTACHMENTS FILED  
WITH THE CLERK OF THE BOARD

FORM APPROVED COUNTY COUNSEL  
BY: MARSHAL VICTOR  
DATE: 12/17/09

Departmental Concurrence

Christopher Hays

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

**BACKGROUND:**

The United States Air Force is currently supplying 13.8KV electricity to the existing dorm and administrative buildings. In September of 2008, the County completed the installation of a new 12KV electrical distribution system at the Ben Clark Training Center campus. The Ben Clark Training Center Building Electrical Renovation project will discontinue the 13.8KV service coming from March Air Force base and connect to the new 12KV distribution system. The new connection will complete the transition from March Air Force Base power to that provided by Southern California Edison (SCE). Once the project is completed, the County will transfer the ownership and maintenance of the underground ducts and structures to SCE.

A large portion of the budget was allocated to designing a system that would integrate an antiquated distribution system into that of the newly installed 12KV system. Each building had experienced numerous renovations prior to the ownership of the county resulting in the discovery of numerous code violations and safety concerns. In order to truly assess the current condition of the distribution system, additional design funds were spent to properly assess the structural integrity of the buildings and to create a set of drawings that properly depicted the existing locations of switch gear, panels and conduits. Once completed, the newly designed as-built drawings were used to engineer a system that resulted in a more succinct scope that utilized existing infrastructure and corrected code violations and safety concerns.

On July 14, 2009 (M.O. 3.39) the Board of Supervisors approved the specifications for the Ben Clark Training Center Building Electrical Renovation project and authorized the Clerk of the Board to advertise for bids. On August 11, 2009, a total of three Contractors attended a mandatory job walk for the project. On August 26, 2009, the bid opening was conducted and Tel Tech Plus, Inc. (TTP-US) was determined to be the lowest responsive and responsible bidder.

**PROJECT BUDGET:**

The approximate allocation of the project budget is as follows:

|                       |                    |
|-----------------------|--------------------|
| Electrical Engineer   | \$350,000          |
| Structural Engineer   | \$ 45,000          |
| Building Design       | \$125,000          |
| Construction          | \$661,000          |
| Specialty Inspections | \$ 15,000          |
| Project Management    | \$195,000          |
| Environmental         | \$ 44,200          |
| Contingency           | <u>\$145,000</u>   |
| <b>TOTAL</b>          | <b>\$1,580,200</b> |

All costs associated with this project will be fully funded by the Capital Improvement Program Fund, and no new Net County Cost will be incurred as a result of this action.

**AGREEMENT FORM**

THIS AGREEMENT, entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2009, by and between TEL TECH PLUS, INC. dba TTP-US, hereinafter called the "Contractor", and the County of Riverside hereinafter called the "Owner".

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

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

**STATEMENT OF WORK:** The Contractor hereby agrees to furnish all tools, equipment, services, apparatus, facilities, transportation, labor and materials for the **BEN CLARK TRAINING CENTER BUILDING ELECTRICAL INFRASTRUCTURE (FM08250003742)**. In strict accordance with the Plans and Specifications dated May 2009 prepared by Engineering Resources & 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 sixty (60) 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 SIX HUNDRED SIXTY THOUSAND EIGHT HUNDRED ONE dollars (\$ 660,801 ) being the total of the base bid plus the following addenda: 1, 2, .... The sum is to be paid according to the schedule as provided in the General Conditions.

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

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

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

Firm Name: TEL TECH PLUS, INC. dba TTP-US  
Address: 393 ENTERPRISE ST, SAN MARCOS, CA 92078  
Contractor's License No.: 819520

IF OTHER THAN CORPORATION EXECUTE HERE  
Signature: \_\_\_\_\_  
Title: \_\_\_\_\_

IF CORPORATION, FILL OUT FOLLOWING AND EXECUTE  
Name of President of Corporation: GREGORY A. STEARNS  
Name of Secretary of Corporation: CINDY STEARNS  
Corporation is organized under the laws of State of CALIFORNIA  
Signature: GASTARNS  
Title: PRESIDENT / CEO

Owner: COUNTY OF RIVERSIDE  
Signature: MARION ASHLEY **CHAIRMAN, BOARD OF SUPERVISORS**



ATTEST: KECIA HARPER IHEM, Clerk  
By [Signature]  
DEPUTY

FORM APPROVED COUNTY COUNSEL  
BY: MARSHAL VICTOR 12/17/09  
DATE

Executed in Five Counterparts

Bond No.: 105243709

Premium: \$10,671.00

Premium is for Contract Term and is Subject to Adjustment Based on Final Contract Price

**PERFORMANCE BOND**

The makers of this Bond, Tel Tech Plus, Inc., as Principal, and Travelers Casualty and Surety Company of America as Surety, are held and firmly bound unto County of Riverside, hereinafter called the Owner, in the sum of \* \_\_\_\_\_ Dollars (\$ 660,801.00 ) for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally by these presents.

\*Six Hundred and Sixty Thousand Eight Hundred and \_\_\_\_\_ & No/100ths

The condition of this obligation is such, that \_\_\_\_\_ as the Principal entered into a certain contract, hereto attached, with the Owner, dated \_\_\_\_\_, 2009 for the Ben Clark Training Center Building Electrical Infrastructure (FM08250003742)

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 9th Day of September, 2009.

Tel Tech Plus, Inc.

(Firm Name - Principal)

393 Enterprise Street, San Marcos, CA 92078

(Business Address)

By: [Signature]

(Signature - Attach Notary's Acknowledgment)

PRESIDENT

(Title)

Affix Seal  
if  
Corporation

Travelers Casualty and Surety Company of America

(Corporation Name - Surety)

9325 Sky Park Court #220, San Diego, CA 92123

(Business Address)

By: [Signature]

(Signature - Attach Notary's Acknowledgment)

M. Wager, Attorney-In-Fact

Affix  
Corporate  
Seal



POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
Seaboard Surety Company
St. Paul Fire and Marine Insurance Company

St. Paul Guardian Insurance Company
St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 221243

Certificate No. 003020266

KNOW ALL MEN BY THESE PRESENTS: That Seaboard Surety Company is a corporation duly organized under the laws of the State of New York, that St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company and St. Paul Mercury Insurance Company are corporations duly organized under the laws of the State of Minnesota, that Farmington Casualty Company, Travelers Casualty and Surety Company, and Travelers Casualty and Surety Company of America are corporations duly organized under the laws of the State of Connecticut, that United States Fidelity and Guaranty Company is a corporation duly organized under the laws of the State of Maryland, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc. is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

James P. Schabarum II, Jeffrey W. Cavnigac, M. Wager, Lisa Hitt, and Janis Theodore

of the City of San Diego, State of California, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 19th day of May, 2009.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
Seaboard Surety Company
St. Paul Fire and Marine Insurance Company

St. Paul Guardian Insurance Company
St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut
City of Hartford ss.

By: [Signature]
George W. Thompson, Senior Vice President

On this the 19th day of May, 2009, before me personally appeared George W. Thompson, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., Seaboard Surety Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
My Commission expires the 30th day of June, 2011.



[Signature]
Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., Seaboard Surety Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

**RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

**FURTHER RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

**FURTHER RESOLVED**, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

**FURTHER RESOLVED**, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such power of attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kori M. Johanson, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., Seaboard Surety Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 9th day of September, 2009.

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER

  
Kori M. Johanson, Assistant Secretary



To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at [www.travelersbond.com](http://www.travelersbond.com). Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.

# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

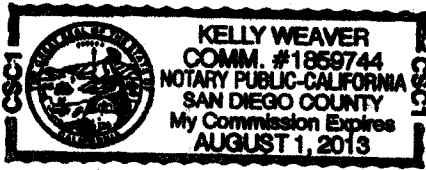
STATE OF CALIFORNIA

County of San Diego



On September 9th, 2009 before me, Kelly Weaver, Notary Public  
Date Here Insert Name and Title of the Officer

personally appeared M. Wager  
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 Kelly Weaver  
Signature of Notary Public

## OPTIONAL

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

### Description of Attached Document

Title or Type of Document: \_\_\_\_\_

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

### Capacity(ies) Claimed by Signer(s)

Signer's Name: \_\_\_\_\_

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

**RIGHT THUMBPRINT OF SIGNER**

Top of thumb here

Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

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

**RIGHT THUMBPRINT OF SIGNER**

Top of thumb here

Signer Is Representing: \_\_\_\_\_

**ACKNOWLEDGMENT**

State of California  
County of SAN DIEGO

On September 11<sup>th</sup>, 2009 before me, E.C. Bromley, Notary Public  
(insert name and title of the officer)

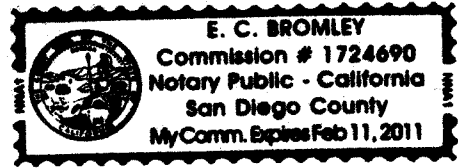
personally appeared Gregory A Stearns  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) 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 E C Bromley

(Seal)





MY COMMITTEE FOR 2011  
San Diego County  
Notary Public - California  
Commission # 132890  
E. C. BROWLEY



Title: Chairman - Board of Supervisors

Attest: Clerk - Board of Supervisors

By: \_\_\_\_\_

Title: \_\_\_\_\_

**PAYMENT BOND**

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

The makers of this Bond are Tel Tech Plus, Inc. as Principal and Original Contractor and Travelers Casualty and Surety Company of America, a corporation, authorized to issue Surety Bonds in California, and this Bond is issued in conjunction with that certain public works contract dated \_\_\_\_\_ 2009 between Principal and County of Riverside, a public entity, as owner, for Six Hundred and Sixty Thousand Eight Hundred and One Dollars and No/100ths dollars (\$ 660,801.00 ) the total amount payable. **THE AMOUNT OF THIS BOND IS 100% OF SAID SUM.** Said contract is for public work of: the Ben Clark Training Center Building Electrical Infrastructure (FM08250003742)

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

Signed and Sealed this 9th Day of September 2009.

Tel Tech Plus, Inc.  
(Firm Name - Principal)

393 Enterprise Street, San Marcos, CA 92078  
(Business Address)

By: *JA Skramm*  
(Signature - Attach Notary's Acknowledgment)

PRESIDENT  
(Title)

Affix Seal  
if  
Corporation

Travelers Casualty and Surety Company of America  
(Corporation Name - Surety)

9325 Sky Park Court #220, San Diego, CA 92123  
(Business Address)

By: *M. Wager*  
(Signature - Attached Notary's Acknowledgment )  
M. Wager, Attorney-In-Fact

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

Affix  
Corporate  
Seal



POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
Seaboard Surety Company
St. Paul Fire and Marine Insurance Company

St. Paul Guardian Insurance Company
St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 221243

Certificate No. 003020265

KNOW ALL MEN BY THESE PRESENTS: That Seaboard Surety Company is a corporation duly organized under the laws of the State of New York, that St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company and St. Paul Mercury Insurance Company are corporations duly organized under the laws of the State of Minnesota, that Farmington Casualty Company, Travelers Casualty and Surety Company, and Travelers Casualty and Surety Company of America are corporations duly organized under the laws of the State of Connecticut, that United States Fidelity and Guaranty Company is a corporation duly organized under the laws of the State of Maryland, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc. is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

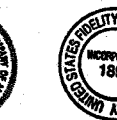
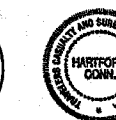
James P. Schabarum II, Jeffrey W. Cavnagac, M. Wager, Lisa Hitt, and Janis Theodore

of the City of San Diego, State of California, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 19th day of May, 2009.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
Seaboard Surety Company
St. Paul Fire and Marine Insurance Company

St. Paul Guardian Insurance Company
St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut
City of Hartford ss.

By: [Signature]
George W. Thompson, Senior Vice President

On this the 19th day of May, 2009, before me personally appeared George W. Thompson, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., Seaboard Surety Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal. My Commission expires the 30th day of June, 2011.



[Signature]
Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., Seaboard Surety Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

**RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

**FURTHER RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

**FURTHER RESOLVED**, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

**FURTHER RESOLVED**, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such power of attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kori M. Johanson, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., Seaboard Surety Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 9th day of September, 2009.

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER

  
Kori M. Johanson, Assistant Secretary



To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at [www.travelersbond.com](http://www.travelersbond.com). Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.

# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA

County of San Diego

On September 9th, 2009

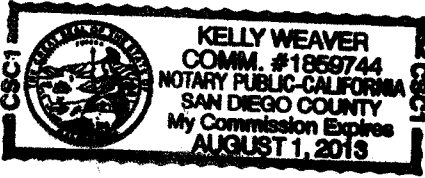
Date

before me, Kelly Weaver, Notary Public

Here Insert Name and Title of the Officer

personally appeared M. Wager

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

Signature of Notary Public

## OPTIONAL

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

### Description of Attached Document

Title or Type of Document: \_\_\_\_\_

Document Date: \_\_\_\_\_

Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

### Capacity(ies) Claimed by Signer(s)

Signer's Name: \_\_\_\_\_

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

Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

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

Signer Is Representing: \_\_\_\_\_

**RIGHT THUMBPRINT OF SIGNER**

Top of thumb here

**RIGHT THUMBPRINT OF SIGNER**

Top of thumb here

## ACKNOWLEDGMENT

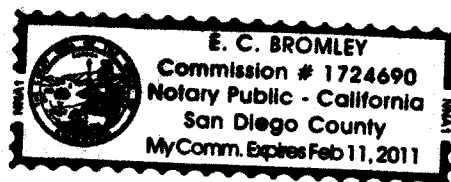
State of California  
County of SAN DIEGO

On September 11<sup>th</sup>, 2009 before me, E.C. Bromley, Notary Public  
(insert name and title of the officer)

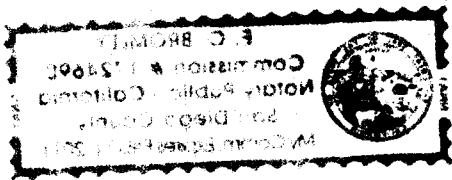
personally appeared Gregory A Stearns  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) 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 ECB (Seal)



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

**CONTRACTOR'S CERTIFICATE  
REGARDING WORKERS' COMPENSATION**

Labor Code Section 3700

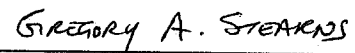
Every employer, except the State and all political subdivisions or institutions thereof, shall secure the payment of compensation in one or more of the following ways:

- (a) By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this State.
- (b) By securing from the Director of Industrial Relations, a Certificate of Consent to Self-Insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his employees

I am aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for Workers' 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 this Contract.



Principal



Principal



Title

(In accordance with Article 5 [commencing at Section 1860], Chapter, Part 7, Division 2 of the Labor Code, the above Certificate must be signed and filed with the Owner prior to performing any work under this Contract.)



# ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)  
10/08/09

**PRODUCER** OA99520 1-619-234-6848  
Cavignac & Associates  
450 B Street, Suite 1800  
San Diego, CA 92101-8005

**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

**INSURED**  
Tel Tech Plus, Inc. dba: TTP US  
393 Enterprise Street  
San Marcos, CA 92078

INSURER A: Travelers Property Casualty Company of America  
INSURER B: Golden Eagle Insurance Corporation  
INSURER C: National Union Fire Insurance Co. of Pittsburgh, PA  
INSURER D: The Travelers Indemnity Company of Connecticut  
INSURER E:

### COVERAGES

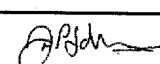
THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES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

| INSR LTR | TYPE OF INSURANCE   | POLICY NUMBER      | POLICY EFFECTIVE DATE (MM/DD/YY) | POLICY EXPIRATION DATE (MM/DD/YY) | LIMITS  |
|----------|---|--------------------|----------------------------------|-----------------------------------|---|
| A        | <b>GENERAL LIABILITY</b>  | DTECO1213M869TIL09 | 02/25/09                         | 02/01/10                          | EACH OCCURRENCE \$ 1,000,000  |
|          | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY  |                    |                                  |                                   | FIRE DAMAGE (Any one fire) \$ 300,000   |
|          | <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR                            |                    |                                  |                                   | MED EXP (Any one person) \$ 10,000  |
|          | <input checked="" type="checkbox"/> Prop Damage Ded:\$2,500   |                    |                                  |                                   | PERSONAL & ADV INJURY \$ 1,000,000  |
|          | GEN'L AGGREGATE LIMIT APPLIES PER:  |                    |                                  |                                   | GENERAL AGGREGATE \$ 2,000,000  |
|          | <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC |                    |                                  |                                   | PRODUCTS - COMP/OP AGG \$ 2,000,000   |
|          |   |                    |                                  |                                   |   |
| B        | <b>AUTOMOBILE LIABILITY</b>   | BA8312556          | 02/25/09                         | 02/01/10                          | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000  |
|          | <input checked="" 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  |                    |                                  |                                   |   |
|          | <b>GARAGE LIABILITY</b>   |                    |                                  |                                   | AUTO ONLY - EA ACCIDENT \$  |
|          | <input type="checkbox"/> ANY AUTO   |                    |                                  |                                   | OTHER THAN EA ACC \$  |
|          |   |                    |                                  |                                   | AUTO ONLY: AGG \$   |
| C        | <b>EXCESS LIABILITY</b>   | BE025894563        | 02/25/09                         | 02/01/10                          | EACH OCCURRENCE \$ 2,000,000  |
|          | <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE                            |                    |                                  |                                   | AGGREGATE \$ 2,000,000  |
|          | <input type="checkbox"/> DEDUCTIBLE   |                    |                                  |                                   | \$  |
|          | <input type="checkbox"/> RETENTION \$10,000   |                    |                                  |                                   | \$  |
| D        | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>  | DTEUB1213M86909    | 02/25/09                         | 02/01/10                          | <input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER \$ 1,000,000 |
|          |   |                    |                                  |                                   | E.L. EACH ACCIDENT \$ 1,000,000   |
|          |   |                    |                                  |                                   | E.L. DISEASE - EA EMPLOYEE \$ 1,000,000   |
|          |   |                    |                                  |                                   | E.L. DISEASE - POLICY LIMIT \$ 1,000,000  |
|          | <b>OTHER</b>  |                    |                                  |                                   | \$  |
|          |   |                    |                                  |                                   | \$  |
|          |   |                    |                                  |                                   | \$  |

**DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS**  
RE: Ben Clark Training Center Infrastructure Upgrade  
The County of Riverside, its directors, officers, special districts, board of supervisors, employees, agents or representatives are additional insureds with respect to general liability per attached. Waiver of subrogation applies to general liability, auto liability and workers compensation per attached.

**CERTIFICATE HOLDER** Y **ADDITIONAL INSURED; INSURER LETTER:** A **CANCELLATION** 10 days NOC for non-payment of premium.

County of Riverside  
3900 Main Street  
Riverside, CA 92522  
USA

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 



**WORKERS COMPENSATION  
AND  
EMPLOYERS LIABILITY POLICY**

ENDORSEMENT WC 99 03 76 (00)

POLICY NUMBER: DTEUB1213M86909

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS  
ENDORSEMENT - CALIFORNIA  
(BLANKET WAIVER)**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule.

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

The additional premium for this endorsement shall be % of the California workers' compensation premium otherwise due on such remuneration.

**Schedule**

**Person or Organization**

**Job Description**

ANY PERSON OR ORGANIZATION FOR WHICH THE INSURED HAS  
COMPLETED A WRITTEN AGREEMENT TO PROVIDE THIS WAIVER.

# COMMERCIAL AUTO GOLD ENDORSEMENT

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**This endorsement modifies insurance provided under the following:**

BUSINESS AUTO COVERAGE FORM

## SECTION II – LIABILITY COVERAGE

### A. COVERAGE

#### 1. WHO IS AN INSURED

The following is added:

- d. Any organization, other than a partnership or joint venture, over which you maintain ownership or a majority interest on the effective date of this Coverage Form, if there is no similar insurance available to that organization.
- e. Any organization you newly acquire or form other than a partnership or joint venture, and over which you maintain ownership of a majority interest. However, coverage under this provision does not apply:
  - (1) If there is similar insurance or a self-insured retention plan available to that organization; or
  - (2) To "bodily injury" or "property damage" that occurred before you acquired or formed the organization.
- f. Any volunteer or employee of yours while using a covered "auto" you do not own, hire or borrow in your business or your personal affairs. Insurance provided by this endorsement is excess over any other insurance available to any volunteer or employee.
- g. Any person, organization, trustee, estate or governmental entity with respect to the operation, maintenance or use of a covered "auto" by an insured, if:
  - (1) You are obligated to add that person, organization, trustee, estate or governmental entity as an additional insured to this policy by:
    - (a) an expressed provision of an "insured contract", or written agreement; or
    - (b) an expressed condition of a written permit issued to you by a governmental or public authority.
  - (2) The "bodily injury" or "property damage" is caused by an "accident" which takes place after:
    - (a) You executed the "insured contract" or written agreement; or
    - (b) the permit has been issued to you.

#### 2. COVERAGE EXTENSIONS

##### a. Supplementary Payments.

Subparagraphs (2) and (4) are amended as follows:

- (2) Up to \$2500 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.
- (4) All reasonable expenses incurred by the "Insured" at our request, including actual loss of earning up to \$500 a day because of time off from work.

## **SECTION IV. BUSINESS AUTO CONDITIONS**

### **A. LOSS CONDITIONS**

Item 2.a. and b. are replaced with:

#### **2. Duties In The Event of Accident, Claim, Suit, or Loss**

- a. You must promptly notify us. Your duty to promptly notify us is effective when any of your executive officers, partners, members, or legal representatives is aware of the accident, claim, "suit", or loss. Knowledge of an accident, claim, "suit", or loss, by other employee(s) does not imply you also have such knowledge.
- b. To the extent possible, notice to us should include:
  - (1) How, when and where the accident or loss took place;
  - (2) The names and addresses of any injured persons and witnesses; and
  - (3) The nature and location of any injury or damage arising out of the accident or loss.

The following is added to **5**.

We waive any right of recovery we may have against any additional insured under **Coverage A. 1. Who Is An Insured g.**, but only as respects loss arising out of the operation, maintenance or use of a covered "auto" pursuant to the provisions of the "insured contract", written agreement, or permit.

### **B. GENERAL CONDITIONS**

9. is added

#### **9. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS**

Your unintentional failure to disclose any hazards existing at the effective date of your policy will not prejudice the coverage afforded. However, we have the right to collect additional premium for any such hazard.

### **COMMON POLICY CONDITIONS**

**2.b.** is replaced by the following:

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

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **BLANKET ADDITIONAL INSURED (CONTRACTORS OPERATIONS)**

This endorsement modifies insurance provided under the following:

### **COMMERCIAL GENERAL LIABILITY COVERAGE PART**

1. WHO IS AN INSURED – (Section II) is amended to include any person or organization that you agree in a "written contract requiring insurance" to include as an additional insured on this Coverage Part, but:
  - a) Only with respect to liability for "bodily injury", "property damage" or "personal injury"; and
  - b) If, and only to the extent that, the injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the "written contract requiring insurance" applies. The person or organization does not qualify as an additional insured with respect to the independent acts or omissions of such person or organization.
2. The insurance provided to the additional insured by this endorsement is limited as follows:
  - a) In the event that the Limits of Insurance of this Coverage Part shown in the Declarations exceed the limits of liability required by the "written contract requiring insurance", the insurance provided to the additional insured shall be limited to the limits of liability required by that "written contract requiring insurance". This endorsement shall not increase the limits of insurance described in Section III – Limits Of Insurance.
  - b) The insurance provided to the additional insured does not apply to "bodily injury", "property damage" or "personal injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services, including:
    - I. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders or change orders, or the preparing, approving, or failing to prepare or approve, drawings and specifications; and
    - II. Supervisory, inspection, architectural or engineering activities.
- c) The insurance provided to the additional insured does not apply to "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard".
3. The insurance provided to the additional insured by this endorsement is excess over any valid and collectible "other insurance", whether primary, excess, contingent or on any other basis, that is available to the additional insured for a loss we cover under this endorsement. However, if the "written contract requiring insurance" specifically requires that this insurance apply on a primary basis or a primary and non-contributory basis, this insurance is primary to "other insurance" available to the additional insured which covers that person or organization as a named insured for such loss, and we will not share with that "other insurance". But the insurance provided to the additional insured by this endorsement still is excess over any valid and collectible "other insurance", whether primary, excess, contingent or on any other basis, that is available to the additional insured when that person or organization is an additional insured under such "other insurance".
4. As a condition of coverage provided to the additional insured by this endorsement:
  - a) The additional insured must give us written notice as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, such notice should include:
    - i. How, when and where the "occurrence" or offense took place;
    - ii. The names and addresses of any injured persons and witnesses; and
    - iii. The nature and location of any injury or damage arising out of the "occurrence" or offense.

## COMMERCIAL GENERAL LIABILITY

- b) If a claim is made or "suit" is brought against the additional insured, the additional insured must:
- i. Immediately record the specifics of the claim or "suit" and the date received; and
  - ii. Notify us as soon as practicable.
- The additional insured must see to it that we receive written notice of the claim or "suit" as soon as practicable.
- c) The additional insured must immediately send us copies of all legal papers received in connection with the claim or "suit", cooperate with us in the investigation or settlement of the claim or defense against the "suit", and otherwise comply with all policy conditions.
- d) The additional insured must tender the defense and indemnity of any claim or "suit" to any provider of "other insurance" which would cover the additional insured for a loss we cover under this endorsement. However, this condition does not affect whether the insur-

ance provided to the additional insured by this endorsement is primary to "other insurance" available to the additional insured which covers that person or organization as a named insured as described in paragraph 3. above.

5. The following definition is added to SECTION V. – DEFINITIONS:

"Written contract requiring insurance" means that part of any written contract or agreement under which you are required to include a person or organization as an additional insured on this Coverage Part, provided that the "bodily injury" and "property damage" occurs and the "personal injury" is caused by an offense committed:

- a. After the signing and execution of the contract or agreement by you;
- b. While that part of the contract or agreement is in effect; and
- c. Before the end of the policy period.

## COMMERCIAL GENERAL LIABILITY

2. This insurance does not apply to damage to premises while rented to you, or temporarily occupied by you with permission of the owner, caused by:
  - a. Rupture, bursting, or operation of pressure relief devices;
  - b. Rupture or bursting due to expansion or swelling of the contents of any building or structure, caused by or resulting from water;
  - c. Explosion of steam boilers, steam pipes, steam engines, or steam turbines.
3. Paragraph 6. of LIMITS OF INSURANCE (Section III) is deleted and replaced by the following:

Subject to 5. above, the Damage To Premises Rented To You Limit is the most we will pay under COVERAGE A. for the sum of all damages because of "property damage" to any one premises while rented to you, or temporarily occupied by you with permission of the owner, caused by: fire; explosion; lightning; smoke resulting from such fire, explosion, or lightning; or water. The Damage To Premises Rented To You Limit will apply to all "property damage" proximately caused by the same "occurrence", whether such damage results from: fire; explosion; lightning; smoke resulting from such fire, explosion, or lightning; or water; or any combination of any of these causes.

The Damage To Premises Rented To You Limit will be the higher of:

- a. \$300,000; or
  - b. The amount shown on the Declarations for Damage To Premises Rented To You Limit.
4. Paragraph a. of the definition of "insured contract" (DEFINITIONS – Section V) is deleted and replaced by the following:
    - a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage to premises while rented to you, or temporarily occupied by you with permission of the owner, caused by: fire; explosion; lightning; smoke resulting from such fire, explosion, or lightning; or water, is not an "insured contract";

5. This Provision B. does not apply if coverage for Damage To Premises Rented To You of COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY (Section I – Coverages) is excluded by endorsement.

### C. BLANKET WAIVER OF SUBROGATION

We waive any right of recovery we may have against any person or organization because of payments we make for injury or damage arising out of: premises owned or occupied by or rented or loaned to you; ongoing operations performed by you or on your behalf, done under a contract with that person or organization; "your work"; or "your products". We waive this right where you have agreed to do so as part of a written contract, executed by you before the "bodily injury" or "property damage" occurs or the "personal injury" or "advertising injury" offense is committed.

### D. BLANKET ADDITIONAL INSURED – MANAGERS OR LESSORS OF PREMISES

WHO IS AN INSURED (Section II) is amended to include as an insured any person or organization (referred to below as "additional insured") with whom you have agreed in a written contract, executed before the "bodily injury" or "property damage" occurs or the "personal injury" or "advertising injury" offense is committed, to name as an additional insured, but only with respect to liability arising out of the ownership, maintenance or use of that part of any premises leased to you, subject to the following provisions:

1. Limits of Insurance. The limits of insurance afforded to the additional insured shall be the limits which you agreed to provide in the written contract, or the limits shown on the Declarations, whichever are less.
2. The insurance afforded to the additional insured does not apply to:
  - a. Any "bodily injury" or "property damage" that occurs, or "personal injury" or "advertising injury" caused by an offense which is committed, after you cease to be a tenant in that premises;
  - b. Any premises for which coverage is excluded by endorsement; or
  - c. Structural alterations, new construction or demolition operations performed by or on behalf of such additional insured.
3. The insurance afforded to the additional insured is excess over any valid and collectible

# ACORD INSURANCE BINDER

OP ID BA DATE (M/DD/YY) 12/17/09

THIS BINDER IS A TEMPORARY INSURANCE CONTRACT, SUBJECT TO THE CONDITIONS SHOWN ON THE REVERSE SIDE OF THIS FORM.

|   |   |   |                   |
|---|---|---|-------------------|
| PRODUCER<br><b>Cavignac &amp; Associates</b><br>450 B Street, Suite 1800<br>San Diego CA 92101-3547<br><b>Matthew R. Slakoff, CIC, CRIS</b> | PHONE (A/C, No. Ext): 619-234-6848<br>FAX NO. (A/C, No. Ext): 619-234-8601  | COMPANY<br><b>Travelers Prop Cas Co of Amer</b>   | BINDER #<br>17542 |
| CODE: VH961   | SUB CODE:   | THIS BINDER IS ISSUED TO EXTEND COVER AGE IN THE ABOVE NAMED COMPANY PER EXPIRING POLICY #: QT6606688M298TI |                   |
| AGENCY CUSTOMER ID: TELTE-1   | DESCRIPTION OF OPERATIONS/VEHICLES/PROPERTY (Including Location)<br><b>Renovation and upgrade of electrical systems at Ben Clark Training Center<br/>3423 Davis Avenue, Riverside, CA 92518</b> |   |                   |
| INSURED<br><b>Tel Tech Plus, Inc.</b><br>393 Enterprise Street<br>San Marcos CA 92078   |   |   |                   |

| PROPERTY   | TYPE AND LOCATION OF PROPERTY | COVERAGE/PERILS/FORMS               | LIMITS |            |         |
|--|-------------------------------|-------------------------------------|--------|------------|---------|
|  |                               |                                     | AMOUNT | DEDUCTIBLE | COINS % |
| Renovation and upgrade of Electrical Systems at 3423 Davis Avenue Riverside CA |                               | <b>Builders Risk/Special Perils</b> | 661000 | 1000       | 100     |

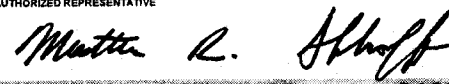
| LIABILITY  | COVERAGE/FORMS  | LIMITS   |                            |
|--|---|--|----------------------------|
|  |   | EACH OCCURRENCE  | AGGREGATE                  |
| <input type="checkbox"/> SCHEDULED FORM<br><input type="checkbox"/> PREMISES/OPERATIONS<br><input type="checkbox"/> PRODUCTS/COMPLETED OPERATIONS<br><input type="checkbox"/> CONTRACTUAL<br><input type="checkbox"/> OTHER<br><input type="checkbox"/> MEDICAL PAYMENTS<br><input type="checkbox"/> PERSONAL INJURY | <input type="checkbox"/> COMPREHENSIVE FORM<br><br>FORM: <input type="checkbox"/> A <input type="checkbox"/> B <input type="checkbox"/> C | BODILY INJURY \$<br>PROPERTY DAMAGE \$<br>BI & PD COMBINED \$<br>MEDICAL PAYMENTS PER PERSON \$<br>PER ACCIDENT \$<br>PERSONAL INJURY \$ | \$<br>\$<br>\$<br>\$<br>\$ |

| AUTOMOBILE LIABILITY   | DEDUCTIBLE | ALL VEHICLES | SCHEDULED VEHICLES | LIMITS  |                                  |
|--|------------|--------------|--------------------|---|----------------------------------|
|  |            |              |                    | ACTUAL CASH VALUE   | OTHER                            |
| <input type="checkbox"/> ANY AUTO<br><input type="checkbox"/> ALL OWNED AUTOS<br><input type="checkbox"/> SCHEDULED AUTOS<br><input type="checkbox"/> HIRED AUTOS<br><input type="checkbox"/> NON-OWNED AUTOS<br><input type="checkbox"/> GARAGE LIABILITY |            |              |                    | COMBINED SINGLE LIMIT \$<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE \$<br>MEDICAL PAYMENTS \$<br>PERSONAL INJURY PROT \$<br>UNINSURED MOTORIST \$ | \$<br>\$<br>\$<br>\$<br>\$<br>\$ |

| AUTO PHYSICAL DAMAGE  | DEDUCTIBLE | ALL VEHICLES | SCHEDULED VEHICLES | ACTUAL CASH VALUE | OTHER |
|---|------------|--------------|--------------------|-------------------|-------|
| <input type="checkbox"/> COLLISION<br><input type="checkbox"/> OTHER THAN COL |            |              |                    | \$                |       |

| EXCESS LIABILITY  | LIMITS  |
|---|---|
|   |   |
| <input type="checkbox"/> UMBRELLA FORM<br><input type="checkbox"/> OTHER THAN UMBRELLA FORM | EACH OCCURRENCE \$<br>AGGREGATE \$<br>SELF-INSURED RETENTION \$             |
| WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY  | EACH ACCIDENT \$<br>DISEASE - POLICY LIMIT \$<br>DISEASE - EACH EMPLOYEE \$ |

SPECIAL CONDITIONS/ OTHER COVERAGES

|   |            |   |
|---|------------|---|
| <b>NAME &amp; ADDRESS</b><br><br>County of Riverside<br><br>4080 Lemon Street<br>Riverside CA 92501               | MORTGAGEE  | ADDITIONAL INSURED                        |
|   | LOSS PAYEE | <input checked="" type="checkbox"/> Owner |
|   | LOAN #     |   |
| AUTHORIZED REPRESENTATIVE<br> |            |   |