

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

139



FROM: Economic Development Agency

SUBMITTAL DATE:
September 1, 2010

SUBJECT: RCIT Regency Tower Outside Plant (OSP) Extension Project – Total Project Budget

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the attached Construction Agreement between the County of Riverside and VCI Construction of Upland, California, in the amount of \$256,993, 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 \$403,747; and

(Continued)

FISCAL PROCEDURES APPROVED
ROBERT E. BYRD, AUDITOR-CONTROLLER

Robert Field

BY Samuel Wong 9/1/10
SAMUEL WONG

Robert Field
Assistant County Executive Officer/EDA

FINANCIAL DATA	Current F.Y. Total Cost:	\$ 403,747	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	No
	Annual Net County Cost:	\$ 0	For Fiscal Year:	2010/11

COMPANION ITEM ON BOARD OF DIRECTORS AGENDA: No

SOURCE OF FUNDS: Tobacco Tax Securitization Funds (previously (approved budget)	Positions To Be Deleted Per A-30	<input type="checkbox"/>
	Requires 4/5 Vote	<input type="checkbox"/>

C.E.O. RECOMMENDATION: APPROVE

BY: *Jennifer L. Sargent*

County Executive Office Signature Jennifer L. Sargent

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Tavaglione, seconded by Supervisor Stone 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: September 14, 2010
xc: EDA, CIP, RCIT, Auditor

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

FORM APPROVED COUNTY COUNSEL
BY: *Neal R. Kipnis*
NEAL R. KIPNIS
Departmental Concurrence
DATE: 9/23/10
Checked by: *Cherise*
AM

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

RECOMMENDED MOTION: (Continued)

4. Delegate project management authority for the project to the Assistant County Executive Officer/EDA in accordance with Board policies.

BACKGROUND:

In support of the Riverside Downtown Master Plan, the Economic Development Agency in collaboration with Riverside County Information Technology (RCIT) developed an overall downtown IT infrastructure design to expand and upgrade the existing conduit and cabling system. The primary objective is to connect the County owned buildings in downtown Riverside together with an underground communications duct system to allow the installation of fiber optic cabling in support and in conjunction with the execution of the master plan. The work is being funded and performed in phases as part of existing and future capital projects.

The installation of this infrastructure will facilitate high speed data transmission between County owned and occupied buildings in downtown Riverside to enhance departmental data sharing and eliminate escalating recurring communication circuit costs paid to private vendors. It also allows departments to collapse individual Local Area Networks in different downtown buildings into a single network, reducing equipment and personnel cost while improving the network performance to the end user. The infrastructure is in line with the principle mission of the Information Technology Governance Committee (ITGC), reducing the cost of Countywide IT services by consolidating duplicate technology systems and infrastructures and implementing shared technology to enhance Countywide operational effectiveness.

On April 20, 2010 the Board of Supervisors approved the bid documents for the RCIT Regency Tower Outside Plant (OSP) Extension Project and authorized the Clerk of the Board to advertise for bids. On May 18, 2010, two contractors attended a mandatory job walk for the project. On June 3, 2010, the bids were opened and VCI Construction was determined to be the lowest responsive and responsible bidder.

PROJECT BUDGET:

The approximate allocation of the project budget is as follows:

Engineering Design	\$ 67,300
Construction	\$256,993
Project Management and Inspection	\$ 40,250
Utility Coordination and Permits	\$ 2,500
Project Contingency	\$ 36,704
TOTAL	\$403,747

The work associated with this project was budgeted for and funded as part of the acquisition of the Regency Tower. All costs associated with this project are included in the \$3.4 million Regency Tower IT budget approved June 30, 2009, funded by the County Tobacco Tax Securitization Fund thus no new Net County Cost will be incurred as a result of this project.

AGREEMENT FORM

THIS AGREEMENT, entered into this 14th day of September, 2010, by and between **VCI Telcom, Inc. dba VCI Construction**, 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 **RCIT Regency tower Extension Project #2009002326**. In strict accordance with the Plans and Specifications dated January 2010 prepared by MRC 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 (30) 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 **Two Hundred Fifty Six Thousand Nine Hundred Ninty Three dollars 00/100 (\$256,993.00)** 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.
John Xanthos, President, Roy Brown, Vice President, Rob Opdyke, Vice President,
G. Vickers Marovish, VP/CFO/Secretary

Firm Name: VCI Telcom, Inc. dba VCI Construction
Address: 1921 W. 11th St., Upland, CA 91786
Contractor's License No.: 765716

IF OTHER THAN CORPORATION EXECUTE HERE

Signature: N/A
Title: _____

Affix Seal
If
Corporation

IF CORPORATION, FILL OUT FOLLOWING AND EXECUTE

Name of President of Corporation: John Xanthos
Name of Secretary of Corporation: G. Vickers Marovish
Corporation is organized under the laws of state of Delaware
Signature: _____
Title: President

Owner: COUNTY OF RIVERSIDE
Signature: _____
Title: Chairman - Board of Supervisors MARION ASHLEY

Attest: Clerk - Board of Supervisors KECIA HARPER-IHEM
By: _____
Title: DEPUTY

SEP 14 2010 3.21

FORM APPROVED COUNTY COUNSEL
BY: MARSHA L. VICTOR 8/31/10
DATE

Bond No. 82201357

PERFORMANCE BOND

The makers of this Bond, VCI Telcom, Inc. dba VCI Construction, as Principal, and Federal Insurance Company _____ as Surety, are held and firmly bound unto County of Riverside, hereinafter called the Owner, in the sum of Two Hundred Fifty Six Thousand* Dollars (\$ 256,993.00) for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

The condition of this obligation is such, that whereas the Principal entered into a certain contract, hereto attached, with the Owner, dated _____, 2010 for RCIT Regency Tower Extension Project #2009002326

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 _____ Day of _____, 2010.

VCI Telcom, Inc. dba VCI Construction

(Firm Name - Principal)
1921 W. 11th Street, Upland, CA 91786

(Business Address)

By: [Signature]

(Signature - Attach Notary's Acknowledgment)

Vice President

(Title)

Affix Seal
if
Corporation

Federal Insurance Company

(Corporation Name - Surety)

15 Mountain View Road, Warren, NJ 07061

(Business Address)

By: [Signature]

(Signature - Attach Notary's Acknowledgment) DiLynn Guern, Attorney-In-Fact

Affix
Corporate
Seal

U:\Customers\County Of Riverside\RCIT Regency Tower Extension Project 2009002326\Revised Bid PACKAGE.doc

*Nine Hundred Ninety Three and 00/100

Owner: COUNTY OF RIVERSIDE
Signature: _____
Title: Chairman - Board of Supervisors
Attest: Clark - Board of Supervisors
By: _____
Title: _____

Bond No. 82201357

PAYMENT BOND

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

The makers of this Bond are VCI Telcom, Inc. dba VCI Construction as Principal and Original Contractor and Federal Insurance Company 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 _____, 2010 between Principal and County of Riverside, a public entity, as owner, for Two Hundred Fifty Six Thousand* dollars (\$ 256,993.00) the total amount payable. THE AMOUNT OF THIS BOND IS 100% OF SAID SUM. Said contract is for public work of: RCIT Regency Tower Extension Project #2009002326

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.

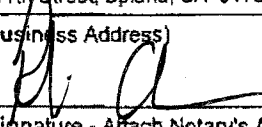
Signed and Sealed this _____ Day of _____ 2010.

VCI Telcom, Inc. dba VCI Construction

(Firm Name - Principal)

1921 W. 11th Street, Upland, CA 91786

(Business Address)

By: 

(Signature - Attach Notary's Acknowledgment)

Vice President

(Title)

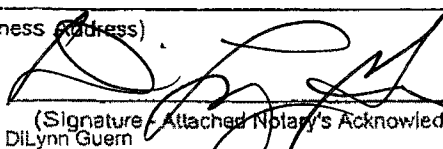
Affix Seal
if
Corporation

Federal Insurance Company

(Corporation Name - Surety)

15 Mountain View Road, Warren NJ 07061

(Business Address)

By: 

(Signature - Attached Notary's Acknowledgment)
Dilynn Guern

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

Affix
Corporate
Seal

*Nine Hundred Ninety Three and 00/100



My Commission Expires 10/31/2010



**Chubb
Surety**

**POWER
OF
ATTORNEY**

**Federal Insurance Company
Vigilant Insurance Company
Pacific Indemnity Company**

**Attn: Surety Department
15 Mountain View Road
Warren, NJ 07059**

Know All by These Presents, That FEDERAL INSURANCE COMPANY, an Indiana corporation, VIGILANT INSURANCE COMPANY, a New York corporation, and PACIFIC INDEMNITY COMPANY, a Wisconsin corporation, do each hereby constitute and appoint Gloria C. Blackburn of Dallas, Texas and Florietta Acosta, Donald E. Appleby, , Dilynn Guern, Susan J. Lattarulo, Tiffany McGonigle, Kevin W. McMahon, Frank C. Penn, J.R. Richards, Deanna M. Robichaud and Mark Sweigart of Denver, Colorado

each as their true and lawful Attorney- in- Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY have each executed and attested these presents and affixed their corporate seals on this **21st** day of **January, 2010**

Kenneth C. Wendel, Assistant Secretary

David B. Norris, Jr., Vice President

STATE OF NEW JERSEY
County of Somerset ss.

On this **21st** day of **January, 2010** before me, a Notary Public of New Jersey, personally came Kenneth C. Wendel, to me known to be Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY, the companies which executed the foregoing Power of Attorney, and the said Kenneth C. Wendel, being by me duly sworn, did depose and say that he is Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY and knows the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of the By- Laws of said Companies; and that he signed said Power of Attorney as Assistant Secretary of said Companies by like authority; and that he is acquainted with David B. Norris, Jr., and knows him to be Vice President of said Companies; and that the signature of David B. Norris, Jr., subscribed to said Power of Attorney is in the genuine handwriting of David B. Norris, Jr., and was thereto subscribed by authority of said By-Laws and in deponent's presence.



STEPHEN B. BRADT
Notary Public, State of New Jersey
No. 2321097
Commission Expires Oct. 25, 2014

Notary Public

CERTIFICATION

Extract from the By- Laws of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY:

"All powers of attorney for and on behalf of the Company may and shall be executed in the name and on behalf of the Company, either by the Chairman or the President or a Vice President or an Assistant Vice President, jointly with the Secretary or an Assistant Secretary, under their respective designations. The signature of such officers may be engraved, printed or lithographed. The signature of each of the following officers: Chairman, 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 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 upon the Company with respect to any bond or undertaking to which it is attached."

I, Kenneth C. Wendel, Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY (the "Companies") do hereby certify that

- (i) the foregoing extract of the By- Laws of the Companies is true and correct,
- (ii) the Companies are duly licensed and authorized to transact surety business in all 50 of the United States of America and the District of Columbia and are authorized by the U.S. Treasury Department; further, Federal and Vigilant are licensed in Puerto Rico and the U.S. Virgin Islands, and Federal is licensed in American Samoa, Guam, and each of the Provinces of Canada except Prince Edward Island; and
- (iii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Warren, NJ this



Kenneth C. Wendel, Assistant Secretary

IN THE EVENT YOU WISH TO NOTIFY US OF A CLAIM, VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT ADDRESS LISTED ABOVE, OR BY Telephone (908) 903- 3493 Fax (908) 903- 3656 e-mail: surety@chubb.com

ACKNOWLEDGMENT

State of California
County of San Bernardino)

On 07/23/2010 before me, Melanie D. Claro
(insert name and title of the officer)

personally appeared Robin Opdyke - Vice President of VCI Telcom, Inc. dba VCI Construction, 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 *Melanie D. Claro* (Seal)

County of Riverside Performance Bond

ACKNOWLEDGMENT

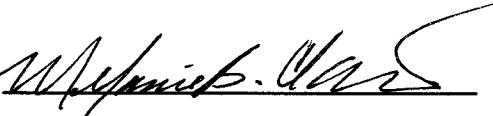
State of California
County of San Bernardino)

On 07/23/2010 before me, Melanie D. Claro
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature  (Seal)



County of Riverside Payment Bond



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/18/2010

PRODUCER John L. Wortham & Son, L.P. P. O. Box 1388 Houston, TX 77251-1388	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 #
INSURED VCI Telcom, Inc. dba VCI Construction 1921 W. 11th St. Upland CA 91786	713-526-3366 713-526-5587	INSURER A: Old Republic Insurance Company 24147
		INSURER B:
		INSURER C:
		INSURER D:
		INSURER E:

COVERAGES

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

INSR	ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
A			GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	MWZY58873	8/1/2010	8/1/2011	EACH OCCURRENCE	\$ 5,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 5,000,000
							MED EXP (Any one person)	Excluded
							PERSONAL & ADV INJURY	\$ 5,000,000
							GENERAL AGGREGATE	\$ 5,000,000
							PRODUCTS - COMP/OP AGG	\$ 5,000,000
A			AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	MWTB21029	8/1/2010	8/1/2011	COMBINED SINGLE LIMIT (Ea accident)	\$ 5,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
			GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT	\$
							OTHER THAN AUTO ONLY: EA ACC	\$
							AGG	\$
			EXCESS / UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
								\$
A			WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below Y/N <input type="checkbox"/> Y <input checked="" type="checkbox"/> N	MWC11672400	8/1/2010	8/1/2011	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER	
							E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
			OTHER					

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

Re: RCIT Regency Tower Extension Project, Project No. 200900236
see attached addendum

CERTIFICATE HOLDER

County of Riverside
3133 Mission Inn Ave.
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

John L. Wortham & Son, L.

John L. Wortham & Son, L.

ACORD 25 (2009/01)

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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.

CANCELLATION NOTICE

The **CANCELLATION NOTICE** on the **CERTIFICATE OF INSURANCE** is amended to include the following wording: The Insurance Companies may cancel the described policy(ies) by mailing or delivering ten (10) days written notice of cancellation to the Named Insured for: (1) Non Payment of premium or (2) any other circumstance permitted by state law or policy conditions.

ADDITIONAL INSURED DISCLAIMER

Coverage for Additional Insureds can vary significantly from policy to policy and thus Additional Insured status does not guarantee protection for all losses. Coverage is subject to actual policy terms and conditions.

CERTIFICATE ADDENDUM

DATE ISSUED

7/18/2010

NAMED INSURED:

VCI Telcom, Inc. dba VCI Construction
1921 W. 11th St.
Upland CA 91786

CERTIFICATE HOLDER:

County of Riverside
3133 Mission Inn Ave.
Riverside CA 92507

General Liability policy includes certificate holder as an additional insured when required by written contract but only as respects liability arising out of named insured's work for additional insured.

Auto Liability policy includes certificate holder as an additional insured when required by written contract but only with respect to legal responsibility for acts or omissions of the named insured.

General Liability, Auto Liability and Workers' Compensation policies include waiver of subrogation in favor of certificate holder when required by written contract but in no event shall such coverage exceed the limits, terms or conditions of the policy.

**Riverside County Board of Supervisors
Request to Speak**

Submit request to Clerk of Board (right of podium),
Speakers are entitled to three (3) minutes, subject
Board Rules listed on the reverse side of this form.

SPEAKER'S NAME: Theresa Newham

Address: _____
(only if follow-up mail response requested)

City: Riverside **Zip:** 92504

Phone #: 951-977-9373

Date: Sept. 14 2010 **Agenda #** 3.21

PLEASE STATE YOUR POSITION BELOW:

Position on "Regular" (non-appealed) Agenda Item:
 Support **Oppose** **Neutral**

Note: If you are here for an agenda item that is filed
for "Appeal", please state separately your position on
the appeal below:

Support **Oppose** **Neutral**

I give my 3 minutes to: _____

BOARD RULES

Requests to Address Board on "Agenda" Items:

You may request to be heard on a published agenda item. Requests to be heard must be submitted to the Clerk of the Board before the scheduled meeting time.

Requests to Address Board on items that are "NOT" on the Agenda:

Notwithstanding any other provisions of these rules, member of the public shall have the right to address the Board during the mid-morning "Oral Communications" segment of the published agenda. Said purpose for address must pertain to issues which are under the direct jurisdiction of the Board of Supervisors. YOUR TIME WILL BE LIMITED TO THREE (3) MINUTES.

Power Point Presentations/Printed Material:

Speakers who intend to conduct a formalized Power Point presentation or provide printed material must notify the Clerk of the Board's Office by 12 noon on the Monday preceding the Tuesday Board meeting, insuring that the Clerk's Office has sufficient copies of all printed materials and at least one (1) copy of the Power Point CD. Copies of printed material given to the Clerk (by Monday noon deadline) will be provided to each Supervisor. If you have the need to use the overhead "Elmo" projector at the Board meeting, please insure your material is clear and with proper contrast, notifying the Clerk well ahead of the meeting, of your intent to use the Elmo.

Individual Speaker Limits:

Individual speakers are limited to a maximum of three (3) minutes. Please step up to the podium when the Chairman calls your name and begin speaking immediately. Pull the microphone to your mouth so that the Board, audience, and audio recording system hear you clearly. Once you start speaking, the "green" podium light will light. The "yellow" light will come on when you have one (1) minute remaining. When you have 30 seconds remaining, the "yellow" light will begin flash, indicating you must quickly wrap up your comments. Your time is up when the "red" light flashes. The Chairman adheres to a strict three (3) minutes per speaker. **Note: If you intend to give your time to a "Group/Organized Presentation", please state so clearly at the very bottom of the reverse side of this form.**

Group/Organized Presentations:

Group/organized presentations with more than one (1) speaker will be limited to nine (9) minutes at the Chairman's discretion. The organizer of the presentation will automatically receive the first three (3) minutes, with the remaining six (6) minutes relinquished by other speakers, as requested by them on a completed "Request to Speak" form, and clearly indicated at the front bottom of the form.

Addressing the Board & Acknowledgement by Chairman:

The Chairman will determine what order the speakers will address the Board, and will call on all speakers in pairs. The first speaker should immediately step to the podium and begin addressing the Board. The second speaker should take up a position in one of the chamber aisles in order to quickly step up to the podium after the preceding speaker. This is to afford an efficient and timely Board meeting, giving all attendees the opportunity to make their case. Speakers are prohibited from making personal attacks, and/or using coarse, crude, profane or vulgar language while speaking to the Board members, staff, the general public and/or meeting participants. Such behavior, at the discretion of the Board Chairman may result in removal from the Board Chambers by Sheriff Deputies.