

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

840



SUBMITTAL DATE:
May 25, 2011

FROM: Economic Development Agency

SUBJECT: Downtown Voice and Data Re-Route Project - Orange and 10th Street

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 \$126,646, and authorize the Chairman of the Board to execute the agreement on behalf of the county;
2. Authorize the Assistant County Executive Officer/EDA to administer the agreement in accordance with applicable Board policies;
3. Approve the total project budget of \$259,761;

(Continued)

FISCAL PROCEDURES APPROVED
PAUL ANGULO, CPA, AUDITOR-CONTROLLER
BY Samuel Wong 5/23/11
SAMUEL WONG

Robert Field
Robert Field
Assistant County Executive Officer/EDA

FINANCIAL DATA	Current F.Y. Total Cost:	\$ 259,761	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: Capital Improvement Project 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

County Executive Office Signature Jennifer L. Sargent

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Buster, Stone, Benoit and Ashley
Nays: None
Absent: Tavaglione
Date: June 7, 2011
xc: EDA, Auditor, CIP, RCIT

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

Prev. Agn. Ref.: 3.14 of 10/06/09; 3.43 of 09/28/10
ATTACHMENTS FILED WITH THE CLERK OF THE BOARD

District: 2

Agenda Number:

3.19

FORM APPROVED BY COUNTY COUNSEL
BY: Nathan Colponey
Nathan Colponey, Chief Information Officer
Riverside County Information Technology
REVIEWED BY: Christopher Hans
Christopher Hans
Departmental Concurrence
DATE: _____

RECOMMENDED MOTION:

4. Authorize EDA to process contract payments without the issuance of a purchase order; and
5. Delegate project management authority for this project to the Assistant County Executive Officer/EDA in accordance to applicable Board policies.

BACKGROUND:

On September 28, 2010, the Board of Supervisors approved the plans and specifications for the Downtown Voice and Data Re-route Project - Orange and 10th Street and authorized the Clerk of the Board to advertise for bids.

On February 7, 2011, eleven contractors attended a mandatory job walk for the Downtown Voice and Data Re-route Project - Orange and 10th Street. On February 14, 2011, a bid opening was conducted 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:

Design	\$ 70,000
Specialty Inspections and Testing	\$ 5,000
Construction	\$126,646
Project Management	\$ 34,500
Project Contingency	\$ 23,615
TOTAL	\$259,761

FINANCIAL IMPACT:

All associated costs associated with this project will be fully funded through Capital Improvement Funds, thus no net county cost will be incurred as a result of this agreement.

AGREEMENT FORM

THIS AGREEMENT, entered into this 7th day of June, ~~2010~~ ²⁰¹¹, by and between VCI Telcom, Inc., 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 Downtown Voice and Data Re-Route Project - Orange and 10th Street, #20100007. In strict accordance with the Plans and Specifications dated July 2010 prepared by Pettit Engineering Inc. & County of Riverside hereinafter called the "Architect", including Addenda thereto as listed in the Contractor's Proposal, all of which are made a part hereof.

TIME FOR COMPLETION: The work shall be commenced on a date to be specified in a written order of the Architect and shall be completed within forty five (45) 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 One Hundred Twenty Six Thousand Six Hundred Forty Six dollars (\$ 126,646.00) being the total of the base bid plus the following addenda: N/A, , . 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: 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 Marovich

Corporation is organized under the laws of State of Delaware

Signature: [Signature]
Title: President

Owner: COUNTY OF RIVERSIDE
Signature: [Signature]
Title: Chairman - Board of Supervisors

BOB BUSTER

Attest: Clerk - Board of Supervisors [Signature]

By: [Signature]
Title: Deputy

FORM APPROVED COUNTY COUNSEL
BY: [Signature] 5/18/11
NEAL R. KIPNIS DATE

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

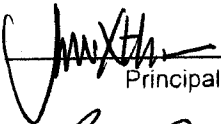
Labor Code Section 3700

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:

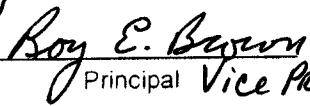
- (a) By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this State.

- (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 *President*



Principal *Vice President*

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.)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/22/2011

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

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

PRODUCER John L. Wortham & Son, L.P. P. O. Box 1388 Houston, TX 77251-1388	CONTACT NAME:	
	PHONE (A/C, No, Ext): 713-526-3366	FAX (A/C, No): 713-521-1951
INSURED VCI Telcom, Inc. 1921 West 11th Street Upland CA 91786	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Old Republic Insurance Company	NAIC # 24147
	INSURER B:	
	INSURER C: Zurich American Insurance Company	16535
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 10027748

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" 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) \$ 5,000 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 checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED 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) \$ \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTIONS \$						EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	MWC11672400	8/1/2010	8/1/2011	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Property			MBR5423663-00	8/1/2010	8/1/2011	See Attached Addendum for Limits
C	Property			MCP3548287-05	8/1/2010	8/1/2011	See Attached Addendum for Limits

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

Re: RCIT Downtown Voice & Data Re-route Project Orange & 11th Street, Project No. 20100007
see attached addendum

CERTIFICATE HOLDER

County of Riverside
Economic Development Agency
Attn: Dennis Downs
P. O. box 1180
Riverside CA 92502

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

John L. Wortham & Son, L.P.

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ACORD 25 (2010/05)

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CERTIFICATE ADDENDUM

DATE ISSUED
4/22/2011

NAMED INSURED:

VCI Telcom, Inc.
1921 West 11th Street
Upland CA 91786

CERTIFICATE HOLDER:

County of Riverside
Economic Development Agency
Attn: Dennis Downs
P. O. box 1180
Riverside CA 92502

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER(S) NAMED ON THIS CERTIFICATE, EXCEPT FOR NON-PAYMENT OF PREMIUM OR ANY OTHER CIRCUMSTANCE PERMITTED BY STATE LAW OR POLICY CONDITIONS. FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

CERTIFICATE ATTACHMENT

DATE ISSUED

4/22/2011

NAMED INSURED:

VCI Telcom, Inc.
1921 West 11th Street
Upland CA 91786

Installation Limits: Policy # MBR5423663-00

\$25,000,000 - Per Project

\$ 5,000,000 - At Any Temporary Storage Location

\$ 5,000,000 - Any One Occurrence As Respect Horizontal Drilling Projects

\$ 2,000,000 - In Transit Any One Conveyance

\$ 1,500,000 - Debris Removal

\$ 1,000,000 - As Respect Expediting And Extra Expense

Policy Aggregates:

Flood - \$10,000,000 Any One Occurrence/annual Aggregate

Earthquake - \$10,000,000 Any One Occurrence/annual Aggregate

Coastal Named Windstorm - \$15,000,000 Per Occurrence/annual Aggregate

Contractor's Equipment - Policy #MCP3548287-05

\$25,000,000 - Any One Occurrence

\$ 2,500,000 - Any One Item Borrowed, Leased Or Rented Items (SHORT TERM)

\$ 1,000,000 - Any One Occurrence As Respect Riggers Liability

Real Property, Business Personal Property, EDP Hardware & Media, Extra Expense/Rental Expenses

\$25,000,000 - Any One Occurrence

\$ 500,000 - Extra Expense and Rental Expenses

\$ 500,000 - Unnamed Locations

\$ 500,000 - Personal Property in Transit

Policy Aggregates:

Flood - \$10,000,000 Any One Occurrence/annual Aggregate

Earthquake - \$10,000,000 Any One Occurrence/annual Aggregate

Coastal Named Windstorm - \$15,000,000 Per Occurrence/annual Aggregate

Valuation:

Installation - The Cost To Repair Or Replace The Property Lost Or Damaged At The Time And Place Of Loss With Material Of Like Kind And Quality.

Contractors Equipment-

Owned Equipment - The Lesser Of The Cost To Repair Or Replace With Like Use, Kind And Quality Valued As Of The Time Of The Loss Or Damage Or The Stated Value For Any One Item Insured As Shown On The Schedule On File With The Company. Borrowed/leased/rented

Equipment - The Cost To Repair Or Replace With Like Use, Kind, And Quality Valued As Of The Time And Place Of Loss Or Damage Or The Named Insureds Liability As Set Forth In The Lease Or Rental Agreement.

Real Property, Business Personal Property, EDP Hardware And Media - Replacement Cost

Extra Expense and Rental Expenses - Actual Loss Sustained

Certificate Holder Is Included As Loss Payee As Their Interest May Appear.

CERTIFICATE ATTACHMENT

DATE ISSUED
4/22/2011

NAMED INSURED:

VCI Telcom, Inc.
1921 West 11th Street
Upland CA 91786

General Liability policy includes aggregate limits of insurance per project subject to a maximum policy aggregate of \$20,000,000.

CERTIFICATE ADDENDUM

DATE ISSUED

4/22/2011

NAMED INSURED:

VCI Telcom, Inc.
1921 West 11th Street
Upland CA 91786

CERTIFICATE HOLDER:

County of Riverside
Economic Development Agency
Attn: Dennis Downs
P. O. box 1180
Riverside CA 92502

General Liability policy includes County of Riverside, it's director's, officers, special districts, board of supervisors, employees, agents ore representatives 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 County of Riverside, its director's officers, special districts, board of supervisors, employees, agents, or representatives as an additional insured when required by written contract but only with respect to legal responsibility for acts or omissions of the named insured.

The coverage afforded to the certificate holder as an additional insured is primary and non-contributory with any similar insurance maintained by them when required by written contract.

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

CERTIFICATE - ADDENDUM

Named Insured:

VCI Telcom, Inc.

1921 West 11th Street

Upland

CA 91786

Certificate Holder:

Issue Date: 4/22/2011

County of Riverside

Economic Development Agency

Attn: Dennis Downs

P. O. box 1180

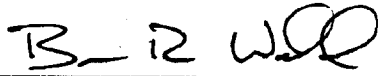
Riverside

CA 92502

John L. Wortham & Son, L.P.

By J. Wortham L.L.C., General Partner

By



Brian R. Welch, Managing Director

IL 10 (12/06) OLD REPUBLIC INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

It is hereby understood and agreed that the "WHO IS AN INSURED" provision under **SECTION II** of the COMMERCIAL GENERAL LIABILITY COVERAGE form is amended to include as additional insureds any certificate holder when required by written contract but only as respects liability arising out of the Named Insured's:

- 1) On-going operations
- 2) Work
- 3) Premises owned by or rented to the Named Insured
- 4) Equipment leased or rented to the Named Insured
- 5) Completed Operations

for or from the additional insured with whom such written contract is executed.

John L. Wortham & Son, L.P.
By J. Wortham L.L.C., General Partner

By B. R. Welch
Brian R. Welch, Managing Director

GL 333 011 0809
Quanta Services, Inc.

MWZY 58873

Policy Period: 8-1-10 to 8-1-11

IL 10 (12/06) OLD REPUBLIC INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

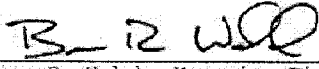
ADDITIONAL INSURED AMENDMENT - PRIMARY AND NON-CONTRIBUTORY

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

As respects any person(s) or organization(s) included as an additional insured and with whom you have agreed in a written contract, agreement or permit to provide primary insurance on a non-contributory basis, this insurance will be primary to and non-contributing with any other insurance available to such person(s) or organization(s).

John L. Wortham & Son, L.P.
By J. Wortham L.L.C., General Partner

By 

Brian R. Welch, Managing Director

PGL 089 06 07
Quanta Services, Inc.

MWZY 58873

Policy Period: 8-1-10 to 8-1-11

IL 10 (12/06) OLD REPUBLIC INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

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

SCHEDULE

Name of Person or Organization: All persons or organizations as required by contract or agreement

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

The Transfer Of Rights Of Recovery Against Others To Us Condition is changed by adding the following:

We waive any right of recovery we may have against the person(s) or organization(s) shown in the Schedule because of payments we make for injury or damage. This waiver applies only to the person or organization shown in the Schedule.

John L. Wortham & Son, L.P.
By J. Wortham L.L.C., General Partner

By Brian R. Welch
Brian R. Welch, Managing Director

PCA 024 03 06
Quanta Services, Inc.

MWTB 21029

Policy Period: 08-01-10 to 08-01-11

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

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

SCHEDULE

<p>Name Of Person Or Organization:</p> <p style="text-align: center;">Blanket where required by contract or as evidenced by certificate of insurance.</p>
<p>Insured's Name:</p> <p>Signature Line:</p>
<p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us of Section IV - Conditions:**

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

John L. Wortham & Son, L.P.
By J. Wortham L.L.C., General Partner

By Brian R. Welch
Brian R. Welch, Managing Director

POLICY NUMBER: MWC 116724 00

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT - CALIFORNIA

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

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

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

SCHEDULE

PERSON OR ORGANIZATION

JOB DESCRIPTION

BLANKET WHERE
REQUIRED BY WRITTEN
CONTRACT OR
EVIDENCED BY
CERTIFICATE OF
INSURANCE.

DATE OF ISSUE: 08-27-10

Quanta Services, Inc.

Policy Period: 8-1-10 to 8-1-11

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From the WCIRB's California Workers' Compensation Insurance Forms Manual © 1999.

INSURED COPY

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 One Hundred Twenty Six* Dollars (\$ 126,646.00) 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 2011, ~~2010~~ for Downtown Voice and Data Re-Route Project - Orange and 10th Street, Project No. 20100007

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~~, 2011

VCI Telcom, Inc. dba VCI Construction
(Firm Name - Principal)
1921 W. 11th Street, Upland, CA 91786
(Business Address)

Affix Seal
if
Corporation

By: [Signature]
(Signature - Attach Notary's Acknowledgment)
PRESIDENT
(Title)

Federal Insurance Company
(Corporation Name - Surety)

15 Mountain View Road, Warren, NJ 07059
(Business Address)

Affix
Corporate
Seal

By: [Signature]
(Signature - Attach Notary's Acknowledgment)
DiLynn Guern, Attorney-in-Fact
ATTORNEY-IN-FACT
(Title-Attach Power of Attorney)

*Thousand Six Hundred Forty Six and 00/100

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 2011, ~~2010~~ between Principal and County of Riverside, a public entity, as owner, for One Hundred Twenty Six* dollars (\$ 126,646.00) the total amount payable. THE AMOUNT OF THIS BOND IS 100% OF SAID SUM. Said contract is for public work of: Downtown Voice & Data Re-Route Project - Orange and 10th Street, Project No. 20100007

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~~, 2011

VCI Telcom, Inc. dba VCI Construction

(Firm Name - Principal)

1921 W. 11th Street, Upland, CA 91786

(Business Address)

Affix Seal
if
Corporation

By: 
(Signature - Attach Notary's Acknowledgment)

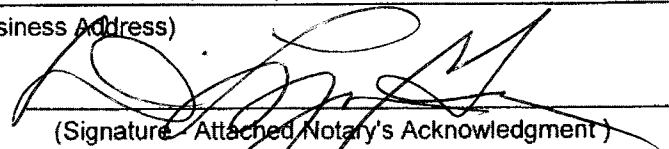
PRESIDENT
(Title)

Federal Insurance Company

(Corporation Name - Surety)

15 Mountain View Road, Warren, NJ 07059
(Business Address)

Affix
Corporate
Seal

By: 
(Signature - Attached Notary's Acknowledgment)

DiLynn Guern, Attorney-in-Fact
ATTORNEY-IN-FACT
(Title-Attach Power of Attorney)

*Thousand Six Hundred Forty Six and 00/100

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

State of COLORADO

County of ARAPAHOE

On April 21, 2011 before me, Melissa Nesavich

Date

Name and Title of Notary


personally appeared DiLynn Guern

Name and or Names of Signer(s)

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

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

Witness my hand and official seal.

Signature 
Notary Public Signature

Melissa Nesavich



My Commission Expires 08/27/2011
Place Notary Public Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to the 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 Bond #82201530 - County of Riverside

Document Date Not Dated Number of Pages: 4

Signer's Name: DiLynn Guern

- Individual
- Corporate Officer – Title(s): _____
- Partner - Limited General
- Guardian or Conservator
- Attorney-in-Fact
- Trustee
- Other: _____
- Signer is representing _____
- Federal Insurance Company _____

RIGHT THUMBPRINT
OF SIGNER
Top of thumb

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

RIGHT THUMBPRINT
OF SIGNER
Top of thumb



**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 Fiorietta 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

Performance Bond County of Riverside

State of California
County of San Bernardino)

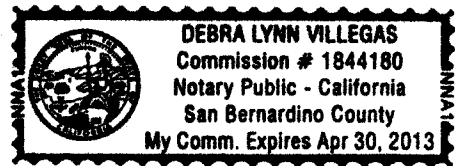
On April 22, 2011 before me, Debra Lynn Villegas Notary Public
(insert name and title of the officer)

personally appeared John Xanthos President
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 Debra Lynn Villegas (Seal)



ACKNOWLEDGMENT

Payment Bond County of Riverside

State of California
County of San Bernardino)

On April 22, 2011 before me, Debra Lynn Villegas Notary Public
(insert name and title of the officer)

personally appeared John Xanthos President
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 *Debra Lynn Villegas* (Seal)

