

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

849



**FROM:** Economic Development Agency

**SUBMITTAL DATE:**  
August 4, 2011

**SUBJECT:** Hall of Justice Security Upgrades – Total Project Budget

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

1. Ratify Addenda 1 through 3 to the project specifications that were issued to plan holders prior to the April 7, 2011 bid opening;
2. Award to, and approve the attached construction agreement between the County of Riverside and SDA Security of San Diego, California, in the amount of \$612,338 and authorize the Chairman of the Board to execute the agreement on behalf of the county;
3. Authorize the Assistant County Executive Officer/EDA to administer the agreement in accordance with applicable Board policies;

(Continued)

*Robert Field*

Robert Field  
Assistant County Executive Officer/EDA

<b>FINANCIAL DATA</b>	Current F.Y. Total Cost:	\$ 951,197	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	No
	Annual Net County Cost:	\$ 0	For Fiscal Year:	2011/12

**COMPANION ITEM ON BOARD OF DIRECTORS AGENDA:** No

<b>SOURCE OF FUNDS:</b> Night Court Funds (87.6%) and Court Security Funds (12.4%)	<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

BY: *Jennifer V. Sargent*  
Jennifer V. Sargent

**County Executive Office Signature**

**MINUTES OF THE BOARD OF SUPERVISORS**

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

Ayes: Buster, Tavaglione, Benoit and Ashley  
Nays: None  
Absent: Stone  
Date: September 13, 2011  
xc: EDA, Auditor  
Deputy

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

Prev. Agn. Ref.: 3.11 of 1/25/11; 3.94 of 8/31/10

District: 2

Agenda Number:

**ATTACHMENTS FILED  
WITH THE CLERK OF THE BOARD**

3.34

FISCAL PROCEDURES APPROVED  
 PAUL ANGULO, CPA, AUDITOR-CONTROLLER  
 BY: *Samuel Wong* 8/23/11  
 DATE: 8/23/11  
 DEPARTMENT: SAMUEL WONG  
 FORM APPROVED COUNTY COUNSEL  
 BY: *Marsha L. Victor*  
 MARSHA L. VICTOR

Policy  Policy  
 Consent  Consent

**RECOMMENDED MOTION:**

4. Approve the total project budget of \$951,197; and
5. Delegate project management authority for this project to the Assistant County Executive Officer/EDA in accordance to applicable Board policies.

**BACKGROUND:**

On January 25, 2011, the Board of Supervisors approved the plans and specifications for the Hall of Justice and Larson Justice Center Security Upgrades project and authorized the Clerk of the Board to advertise for bids.

During the advertisement period, three (3) addenda were issued to the project specifications. Bidders are required to acknowledge and take into account all issued addenda on their bid proposal. The addenda were issued to clarify the specifications, and to modify the specifications by revising the project to include only the Hall of Justice location due to budget constraints. The addenda are attached. On March 21, 2011, twenty-three contractors attended a mandatory job walk for the Hall of Justice Security Upgrades project. On April 7, 2011, the bid opening was conducted and SDA Security was determined to be the lowest responsive and responsible bidder.

**PROJECT BUDGET:**

The approximate allocation of the project budget is as follows:

Design	63,825
Specialty Inspections and Testing	5,000
Construction	725,899
Project Management	70,000
Contingency	86,473
<b>TOTAL</b>	<b>\$951,197</b>

**FINANCIAL IMPACT:**

On December 23, 2008, the Board of Supervisors approved a memorandum of understanding between the Riverside Superior Court and the county for security projects providing funding of \$833,390 with Night Court Funds.

The Riverside Superior Court shall augment the existing \$833,390 project budget by \$117,807 with the use of Court Security Funds.

All associated costs associated with this project will be fully funded through Night Court Funds and Court Security Funds.

**AGREEMENT FORM**

THIS AGREEMENT, entered into this 12th day of May, 2011, by and between SDA Security, 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 **HALL OF JUSTICE AND LARSEN JUSTICE CENTER SECURITY CARD READER** project (Project number 20063998). In strict accordance with the Plans and Specifications dated December 2010 prepared by MRC ENGINEERING, INC., hereinafter called the "ENGINEER", 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 One-Hundred Twenty (120) 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 Twelve Thousand Three Hundred Thirty Eight dollars (\$ 612,338.00) being the total of the base bid plus the following addenda: #1, #2, #3, and additive alternates #1, #2, #3, #4. 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: SDA Security, Inc.

Address: 2054 State Street, San Diego, CA 92101-1701

Contractor's License No.: 245668 Classification C-10

IF OTHER THAN CORPORATION EXECUTE HERE

Signature: \_\_\_\_\_

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

Affix Seal  
if  
Corporation

IF CORPORATION, FILL OUT FOLLOWING AND EXECUTE

Name of President of Corporation: Shandon Harbour

Name of Secretary of Corporation: Gayle Eales

Corporation is organized under the laws of State of California

Signature: [Signature]

Title: President

Owner: COUNTY OF RIVERSIDE

Signature: [Signature]

Title: Chairman - Board of Supervisors BOB BUSTER

Attest: Clerk - Board of Supervisors Kecia Harper-Inam

By: [Signature]

Title: DEPUTY

SEP 13 2011 3:34

FORM APPROVED COUNTY COUNSEL  
BY: [Signature] 8/23/11  
MARSHA L. VICTOR DATE

## ACKNOWLEDGMENT

State of California  
County of San Diego )

On July 7, 2011 before me, Kim J Verdugo / Notary Public  
(insert name and title of the officer)

personally appeared Shandon Harbour,  
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 Kim J Verdugo (Seal)

Premium \$13,247.00 is for the contract term and is subject to adjustment based on final contract price

Bond 0553681

Five Original Bonds Issued

**PERFORMANCE BOND**

The makers of this Bond, SDA Security, Inc., as Principal, and Allegheny Casualty Company as Surety, are held and firmly bound unto County of Riverside, hereinafter called the Owner, in the sum of Six Hundred Twelve Thousand Dollars (\$612,338.00) 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. \*\*\* Three Hundred Thirty Eight & xx/100

The condition of this obligation is such that whereas the Principal entered into a certain contract, hereto attached, with the Owner, dated May 12, 2011 for HALL OF JUSTICE AND LARSEN JUSTICE CENTER SECURITY CARD READER project.

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 29 Day of June, 2011.

SDA Security, Inc.

(Firm Name - Principal)

2054 State Street, San Diego, CA 92101

Seal

(Business Address)

By: *Shandon Harbour*

(Signature - Attach Notary's Acknowledgment)

Shandon Harbour, President

(Title)

Affix

if  
Corporation

Allegheny Casualty Company

(Corporation Name - Surety)

1851 Heritage Lane, Suite 129, Sacramento, CA 95815

(Business Address)

By: *Aidan Smock*

(Signature - Attach Notary's Acknowledgment)

**Aidan Smock, Attorney-in-Fact**

ATTORNEY-IN-FACT

(Title-Attach Power of Attorney)

Affix

Corporate  
Seal

# POWER OF ATTORNEY ALLEGHENY CASUALTY COMPANY

HOME OFFICE: ONE NEWARK CENTER, 20TH FLOOR  
NEWARK, NEW JERSEY 07102-5207

**KNOW ALL MEN BY THESE PRESENTS:** That ALLEGHENY CASUALTY COMPANY, a corporation organized and existing pursuant to the laws of the State of Pennsylvania, and having its principal office in the City of Newark, New Jersey, does hereby constitute and appoint

**NICK PAXSON, PENNY E. KELLEY, RICHARD HALLETT, AIDAN SMOCK**

San Diego, CA.

its true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said ALLEGHENY CASUALTY COMPANY, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal office.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of Article 3-Section 3, of the By-Laws adopted by the Board of Directors of ALLEGHENY CASUALTY COMPANY at a meeting called and held on the 7th day of February, 1974.

The power of attorney is granted under and by authority of the following resolution adopted by the Board of Directors of ALLEGHENY CASUALTY COMPANY at a meeting duly held on the 15th day of August, 2000.

**RESOLVED**, that (1) the President, Vice President, or Secretary of ALLEGHENY CASUALTY COMPANY shall have the power to appoint, and to revoke the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Company and affix the Company's seal thereto, bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any such Officers of the Company may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-fact with authority to execute waivers and consents on behalf of the Company; and (3) the signature of any such Officer of ALLEGHENY CASUALTY COMPANY and the Company seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seals when so used whether heretofore or hereafter, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.



IN TESTIMONY WHEREOF, ALLEGHENY CASUALTY COMPANY has caused this instrument to be signed and its corporate seal to be affixed by its authorized officer, this 12th day of November, A.D. 2009.

STATE OF NEW JERSEY  
County of Essex

**ALLEGHENY CASUALTY COMPANY**

*John C. Agg*  
Secretary

On this 12th day of November 2009, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of the ALLEGHENY CASUALTY COMPANY; that the seal affixed to said instrument is the Corporate Seal of said Company; that the said Corporate Seal and his signature were duly affixed by order of the Board of Directors of said Company.



IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.

*Cathy Vazquez*

A NOTARY PUBLIC OF NEW JERSEY  
My Commission Expires March 27, 2014

**CERTIFICATION**

I, the undersigned officer of ALLEGHENY CASUALTY COMPANY do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the By-Laws of said Company as set forth in said Power of Attorney, with the ORIGINALS ON IN THE HOME OFFICE OF SAID COMPANY, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand this **JUN 29 2011** day of

*Maria H. Branco*  
Assistant Secretary

# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA

County of San Diego

On **JUN 29 2011**

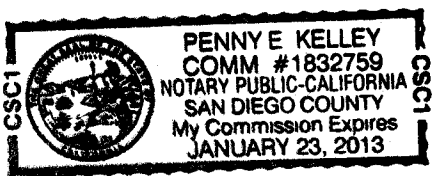
before me, Penny E. Kelley, Notary Public

Date

Here Insert Name and Title of the Officer

personally appeared Aidan Smock

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~~/s~~e 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: \_\_\_\_\_

**RIGHT THUMBPRINT  
OF SIGNER**

Top of thumb here

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

## ACKNOWLEDGMENT

State of California  
County of San Diego )

On July 7, 2011 before me, Kim J Verdugo / Notary Public  
(insert name and title of the officer)

personally appeared Shandon Harbour  
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 Kim J Verdugo (Seal)



Five Original Bonds Issued

Bond 0553681  
Premium included in  
performance bond

**PAYMENT BOND**

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

The makers of this Bond are SDA Security, Inc. as Principal and Original Contractor and Allegheny Casualty 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 May 12, 2011, ~~X2010~~ between Principal and County of Riverside, a public entity, as owner, for

Six Hundred Twelve  
Thirty Eight &  
xx/100

Twelve Thousand Three Hundred dollars (\$ 12,338.00 ) the total amount payable. THE AMOUNT OF THIS BOND IS 100% OF SAID SUM. Said contract is for public work of: **HALL OF JUSTICE SECURITY CARD READER** project.

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 29 Day of June, 2011 ~~X2010~~.

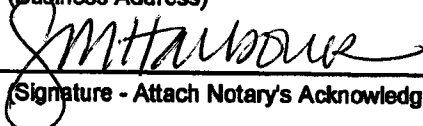
SDA Security, Inc.

(Firm Name - Principal)

2054 State Street, San Diego, CA 92101

(Business Address)

By:



(Signature - Attach Notary's Acknowledgment)

Shandon Harbour, President

(Title)

Affix Seal  
if  
Corporation

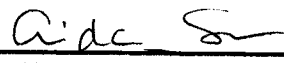
Allegheny Casualty Company

(Corporation Name - Surety)

1851 Heritage Lane, Suite 129, Sacramento, CA 95815

(Business Address)

By:



(Signature - Attached Notary's Acknowledgment )

**Aidan Smock, Attorney-in-Fact**

**ATTORNEY-IN-FACT**

(Title-Attach Power of Attorney)

Affix  
Corporate  
Seal

# POWER OF ATTORNEY ALLEGHENY CASUALTY COMPANY

HOME OFFICE: ONE NEWARK CENTER, 20TH FLOOR  
NEWARK, NEW JERSEY 07102-5207

**KNOW ALL MEN BY THESE PRESENTS:** That ALLEGHENY CASUALTY COMPANY, a corporation organized and existing pursuant to the laws of the State of Pennsylvania, and having its principal office in the City of Newark, New Jersey, does hereby constitute and appoint

**NICK PAXSON, PENNY E. KELLEY, RICHARD HALLETT, AIDAN SMOCK**

San Diego, CA.

its true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said ALLEGHENY CASUALTY COMPANY, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal office.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of Article 3:Section 3, of the By-Laws adopted by the Board of Directors of ALLEGHENY CASUALTY COMPANY at a meeting called and held on the 7th day of February, 1974.

The power of attorney is granted under and by authority of the following resolution adopted by the Board of Directors of ALLEGHENY CASUALTY COMPANY at a meeting duly held on the 15th day of August, 2000.

**RESOLVED**, that (1) the President, Vice President, or Secretary of ALLEGHENY CASUALTY COMPANY shall have the power to appoint, and to revoke the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Company and affix the Company's seal thereto, bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any such Officers of the Company may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-fact with authority to execute waivers and consents on behalf of the Company; and (3) the signature of any such Officer of ALLEGHENY CASUALTY COMPANY and the Company seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seals when so used whether heretofore or hereafter, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.



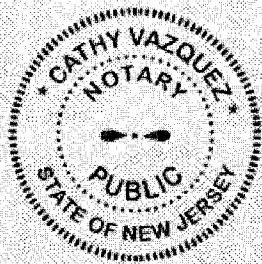
IN TESTIMONY WHEREOF, ALLEGHENY CASUALTY COMPANY has caused this instrument to be signed and its corporate seal to be affixed by its authorized officer, this 12th day of November, A.D. 2009.

**ALLEGHENY CASUALTY COMPANY**

STATE OF NEW JERSEY  
County of Essex

Secretary

On this 12th day of November 2009, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said the he is the therein described and authorized officer of the ALLEGHENY CASUALTY COMPANY; that the seal affixed to said instrument is the Corporate Seal of said Company; that the said Corporate Seal and his signature were duly affixed by order of the Board of Directors of said Company.



IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.

A NOTARY PUBLIC OF NEW JERSEY  
My Commission Expires March 27, 2014

**CERTIFICATION**

I, the undersigned officer of ALLEGHENY CASUALTY COMPANY do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the By-Laws of said Company as set forth in said Power of Attorney, with the ORIGINALS ON IN THE HOME OFFICE OF SAID COMPANY, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand this day of

**JUN 29 2011**

Assistant Secretary

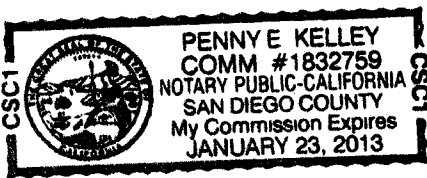
# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA

County of San Diego }

On JUN 29 2011 before me, Penny E. Kelley, Notary Public  
Date Here Insert Name and Title of the Officer

personally appeared Aidan Smock  
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 Penny E. Kelley  
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
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- Other: \_\_\_\_\_

**RIGHT THUMBPRINT  
OF SIGNER**

Top of thumb here

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

## ACKNOWLEDGMENT

State of California  
County of San Diego )

On July 7, 2011 before me, Kim J Verdugo / Notary Public  
(insert name and title of the officer)

personally appeared Shandon Harbour,  
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 Kim J Verdugo (Seal)

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

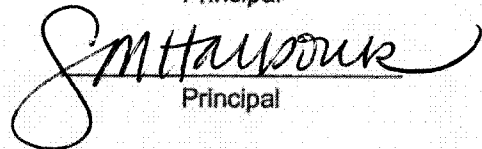
Labor Code Section 3700

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

\_\_\_\_\_  
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.)

## ACKNOWLEDGMENT

State of California  
County of San Diego )

On July 7, 2011 before me, Kim J Verdugo / Notary Public  
(insert name and title of the officer)

personally appeared Shandon Harbour,  
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 Kim J Verdugo (Seal)



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
08/17/2011 10:07

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	Barney & Barney LLC CA Insurance Lic: 0C03950 101 Enterprise, Suite 330 Aliso Viejo, CA 92656 949-900-1780	CONTACT NAME: Sue Maleta PHONE (A/C, No, Ext): (858) 550-4976 E-MAIL ADDRESS: suem@barneyandbarney.com	FAX (A/C, No): (858) 909-9848
		INSURER(S) AFFORDING COVERAGE	
INSURED	SDA Security Systems, Inc.  P.O. Box 82567 San Diego, CA 92138  Client # 34075	INSURER A : Everest National Insurance Company	NAIC # 10120
		INSURER B : Philadelphia Indemnity Insurance Company	18058
		INSURER C :	
		INSURER D :	
		INSURER E :	
		INSURER F :	

COVERAGES CERTIFICATE NUMBER: 372132 MST NUMBER: 19360 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 SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	X	PHPK753018	8/1/2011	8/1/2012	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
						MED EXP (Any one person) \$ 20,000
						PERSONAL & ADV INJURY \$ 1,000,000
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$
						BODILY INJURY (Per person) \$
						BODILY INJURY (Per accident) \$
						PROPERTY DAMAGE (Per accident) \$
B	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$ 10,000		PHUB354270	8/1/2011	8/1/2012	EACH OCCURRENCE \$ 10,000,000
						AGGREGATE \$ 10,000,000
						\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) <input type="checkbox"/> If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	5300001819111	1/1/2011	1/1/2012	<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

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

Waiver of Subrogation applies.

## CERTIFICATE HOLDER

Superior Court - County of Riverside

4050 Main St.  
Riverside, CA 92501

## 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

Sue Maleta

Subject

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Insured: SDA Security Systems, Inc.

Master # 19360

Cert # 372132

Attachment Page

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COMPLETE LISTING OF CERTIFICATE HOLDER and/or ADDITIONAL INSURED:

(additional insureds apply only with respect to coverages marked by "X" under "Addtl Insrd" on the Certificate)

Superior Court – County of Riverside



INSURED: SDA Security Systems, Inc.

POLICY #: PHPK753018

COMPANY: Philadelphia Indemnity Insurance Company

POLICY PERIOD: 8/1/2011

TO 8/1/2012

EFFECTIVE DATE: 08/17/2011

POLICY NUMBER: PHPK605301

COMMERCIAL GENERAL LIABILITY

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

**ADDITIONAL INSURED – OWNERS, LESSEES OR  
CONTRACTORS – (FORM B)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

**SCHEDULE**

**Name of Person or Organization:**

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

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" for that insured by or for you.

THIS INSURANCE IS PRIMARY, WITH ANY INSURANCE OR SELF-INSURANCE PROGRAM MAINTAINED BY THE NAME OF PERSON OR ORGANIZATION LISTED ABOVE BEING NON-CONTRIBUTING EXCEPTING LOSS RESULTING FROM THE SOLE NEGLIGENCE OF THE NAME OF PERSON OR ORGANIZATION LISTED ABOVE.

WE WAIVE ANY RIGHT OF RECOVERY WE MAY HAVE AGAINST THE NAME OF PERSON OR ORGANIZATION LISTED ABOVE BECAUSE OF PAYMENTS WE MAKE FOR INJURY OR DAMAGE ARISING OUT OF "YOUR WORK" DONE UNDER A CONTRACT WITH THE NAME OF PERSON OR ORGANIZATION LISTED ABOVE. THIS WAIVER APPLIES ONLY TO THE NAME OF PERSON OR ORGANIZATION LISTED ABOVE EXCEPTING LOSS RESULTING FROM THE SOLE NEGLIGENCE OF THE NAME OF PERSON OR ORGANIZATION LISTED ABOVE.

CANCELATION OF THIS POLICY SHALL NOT OCCUR WITHOUT PROVISION OF THIRTY (30) DAYS PRIOR WRITTEN NOTICE HAS BEEN PROVIDED TO THE NAME OF PERSON OR ORGANIZATION LISTED ABOVE, EXCEPTING PROVISION OF TEN (10) DAYS PRIOR WRITTEN NOTICE BEING REQUIRED FOR NON-PAYMENT OF PREMIUM.

**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:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

### **SCHEDULE**

**Name of Person or Organization:**

**Superior Court – County of Riverside  
4050 Main St.  
Riverside, CA 92501**

(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 (Section IV – COMMERCIAL GENERAL LIABILITY CONDITIONS) is amended by the addition of the following:

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 operations or "your work" done under a written agreement that requires you to waive your rights of recovery. The written agreement must be made prior to the date of the "occurrence". This waiver applies only to the person or organization shown in the Schedule above.

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**Named Insured: SDA Security Systems, Inc.  
Policy Number: 5300001819111  
Policy Term: 01/01/2011 to 01/01/2012**

# CERTIFICATE OF LIABILITY INSURANCE

**THIS CERTIFICATE IS ISSUED FOR INFORMATION PURPOSES ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE OF LIABILITY INSURANCE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES LISTED.**

DATE: 08/17/2011

PRODUCER or BROKER: Marsh Program & Franchise  
a service of Seabury & Smith, Inc.  
PO Box 14404  
Des Moines, IA 50306-9686

INSURED:  
SDA Security Systems, Inc.  
2054 State Street  
SAN DIEGO, CA 92101

INSURERS:

A: Protective Insurance Company

B:

C:

D:

E:

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

**COVERAGES:**

INSURER LETTER	TYPE OF INSURANCE	POLICY NUMBER	EFFECTIVE DATE	EXPIRATION DATE	LIMITS
	GENERAL LIABILITY COMMERCIAL GENERAL LIABILITY CLAIMS MADE OCCURRENCE				
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	LE001009 -103670	08/01/2011	08/01/2012	Combined Single Limit: \$1,000,000 Bodily Injury per Person Bodily Injury per Acc. Property Damage:
	GARAGE LIABILITY ANY AUTO				
	EXCESS LIABILITY UMBRELLA OTHER Than UMBRELLA Form  WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				

**DESCRIPTION:**

Policy provides protection for any & all operations/jobs performed by the named insured where required by written contract. Certificate holder is an Additional insured where required by written contract. Waiver of Subrogation included where required by written contract. Insurance is primary and non-contributory.

Additional Insured: County of Riverside

GPBR: 2FL1


**HOLDER:**

County of Riverside  
Hall of Justice

4100 Main Street  
Riverside, CA 92501-3626

**CANCELLATION:**

SHOULD ANY OF THE ABOVE POLICIES BE CANCELED 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.

  
AUTHORIZED REPRESENTATIVE

VENDOR ID: 31459

**POLICY NUMBER: LE001009103670**

**COMMERCIAL AUTO  
PIC ENT 1015 0909**

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

**ADDITIONAL INSURED ENDORSEMENT**

This endorsement modifies insurance provided under the following:

**BUSINESS AUTO COVERAGE FORM**

1. **SECTION IIA.1 - WHO IS AN INSURED** is amended to include any person(s) or organization(s) for whom you have agreed in a written contract to provide insurance but only for damages:
  - a. Which are covered by this insurance; and
  - b. Which you have agreed to provide in such contract.
  
2. The limits of insurance afforded to such person(s) or organization(s) will be:
  - a. The minimum limits of insurance which you agreed to provide, or
  - b. The limits of insurance of this policy

whichever is less.

**POLICY NUMBER: LE001009103670**

**COMMERCIAL AUTO  
PIC ENT 1003 0909**

**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**

**Loss Condition 5. Transfer of Rights of Recovery Against Others To Us (Section IV)**  
is amended by adding the following:

We waive any right of recovery we may have against any person or organization when you have agreed in a contract to such waiver prior to loss.

This waiver shall apply only with respect to losses occurring due to operations undertaken in accordance with the contract existing between you and such person or organization.