



SUBMITTAL TO THE BOARD OF DIRECTORS  
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

117



FROM: Regional Park & Open-Space District

SUBMITTAL DATE:  
3/30/2011

SUBJECT: Jensen/Alvarado Historic Ranch Ceiling Replacement Project – District II

RECOMMENDED MOTION: That the Board of Directors approves and:

1. Authorizes the Chair to execute the agreement between the Riverside County Regional Park and Open-Space District and Spectra Company, Pomona, California, in the amount of \$ 46,800 for the Jensen/Alvarado Historic Ranch Ceiling Replacement Project; and
2. Instructs the Clerk of the Board to return four (4) executed copies of the agreement to the District for transmittal and file.

BACKGROUND: On January 25, 2011 (per Board Minute Order 13.3), the Board of Directors authorized the Clerk of the Board to advertise for bids and schedule a bid opening date of March 2, 2011 for replacing the ceiling in the historic Jensen/Alvarado Ranch house. The Clerk of the Board advertised for bids. Bids were received and publicly opened by the Clerk on March 2, 2011, with the Clerk receiving three (3) bids. District staff reviewed the bids, and found the lowest responsive, responsible bid was submitted by Spectra Company, Pomona, California in the amount of \$ 46,800.

2011-027D-SL

Scott Bangle, General Manager

<b>FINANCIAL DATA</b>	Current F.Y. Total Cost:	\$ 46,800	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

<b>SOURCE OF FUNDS:</b> Park District Funds (100%)	Positions To Be Deleted Per A-30	<input type="checkbox"/>
	Requires 4/5 Vote	<input type="checkbox"/>

C.E.O. RECOMMENDATION:

APPROVE

BY: Alex Gann  
Alex Gann

County Executive Office Signature

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Buster, seconded by Supervisor Tavaglione 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: June 28, 2011  
xc: Parks

Kecia Harper-Ihem  
Clerk of the Board  
By: [Signature]  
Deputy

13.1

FORM APPROVED COUNTY COUNSEL  
 BY: NEAL R. KIPNIS  
 DATE: 3/30/11  
 Departmental Concurrence  
 Dept' ATTACHMENTS FILED WITH THE CLERK OF THE BOARD  
 Per Exec. Ofc.:  Consent  Policy

**AGREEMENT**

**Jensen-Alvarado Historic Ranch Ceiling Replacement**  
**PKARC – 096**

This Agreement is entered into at Riverside, California on May 18, 2011, and is between the **RIVERSIDE COUNTY PARK & OPEN-SPACE DISTRICT**, hereafter called "**DISTRICT**" and Spectra Company, Pomona, California, hereinafter called "**CONTRACTOR**".

1. **CONTRACTOR** has submitted to the **DISTRICT** its bid for the **Jensen-Alvarado Historic Ranch Ceiling Replacement**, hereafter called Project," and all appurtenant work in strict accordance with the Contract Documents identified below and the **DISTRICT** has accepted said bid.

2. **CONTRACTOR** has re-examined and carefully studied its bid and found it to be correct; ascertained that its subcontractors are properly licensed and possess the requisite skill and forces and will enter into agreements containing contractual terms identical to those of this Agreement; examined the site and fully understands all of the Contract Documents; and can do the work in accordance with the Contract Documents for the price set forth in its bid.

3. Contract Documents: The entire contract (Contract Documents) consists of the following: (a) this Agreement; (b) the Notice Inviting Bids; (c) the Instructions to Bidders; (d) the Bid Form; (e) the Bid Bond; (f) the Payment Bond; (g) the Performance Bond; (h) all applicable State and Federal requirements; (i) the General Provisions; (j) the Special Provisions (Technical Specifications); (k) Plans and Drawings; (l) any addenda issued for the project; (m) any change orders issued for the project; (n) any additional or supplemental specifications, drawings or other documents issued in accordance with the provisions of the Contract Documents or included in or attached to the Project Manual. All of these documents are by this reference incorporated herein with like effect as if here set forth in full; and upon the proper issuance of other documents they shall likewise be deemed incorporated.

4. The Work: **CONTRACTOR** shall do all things necessary to accomplish the work described in the Contract Documents; and shall commence work within fifteen (15) calendar days after receipt of a Notice to Proceed and shall complete the work within forty (40) calendar days after its receipt of said Notice.

5. Compensation:

**CONTRACTOR** shall be paid the following total amount, in the manner set forth in the Contract Documents, the lump sum of:

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\$46,800 (Forty-Six Thousand Eight Hundred Dollars and 0/100)

JUN 28 2011 13.1

The parties have executed this Agreement as of the date set forth on Page 1 of this Agreement.

**CONTRACTOR:**

COMPANY NAME:

Spectra Company

BY:

[Signature] - 6-1-11

NAME:

Tim Harris - 6-1-11

TITLE:

Operations Manager

**OWNER:**

RIVERSIDE COUNTY PARK & OPEN-SPACE DISTRICT

BY:

John J. Benoit  
John Benoit  
Chairperson, Board of Directors

**ATTEST:**

FORM APPROVED COUNTY COUNSEL

BY:

Neal R. Kipnis  
NEAL R. KIPNIS DATE

CLERK OF THE BOARD  
Kecia Harper-Ihem

BY:

Yvonne Candia, Deputy

Issued in Quintuplicate

Jensen-Alvarado Historic Ranch  
Ceiling Replacement

Request for Bid #PKARC-096

PAYMENT BOND

BOND 5104101  
Premium: \$1,170.00

The makers of this bond are Spectra Company, as Principal and SureTec Insurance Company and CONTRACTOR, a corporation authorized to issue surety bonds in California, as Surety. This bond is issued in conjunction with that certain public works contract dated May 18, 2011, between Principal and the **RIVERSIDE COUNTY PARK & OPEN-SPACE DISTRICT** for the total amount payable pursuant to the contract. THE AMOUNT OF THIS BOND IS ONE HUNDRED PERCENT (100%) OF THE TOTAL SUM OF THE CONTRACT. The contract is for the public work generally consisting of the **Jensen-Alvarado Ranch Ceiling Replacement Project**. The beneficiaries of this bond are as stated in Section 3248 of the Civil Code; and the requirements and conditions of this bond are as set forth in Section 3248, 3249, 3250 and 3252 of said Code. Without notice, Surety consents to extension of time for performance, change in requirements or amount of compensation, or prepayment under said contract.

SIGNATURES MUST BE NOTARIZED - Attach Acknowledgments

SURETY

CONTRACTOR

BY: Suretec Insurance Company  
NAME: [Signature]  
TITLE: David Harris, Attorney in Fact  
DATE: May 25, 2011

BY: Spectra Company  
NAME: [Signature]  
TITLE: Operations Manager  
DATE: 6-1-11

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

*State of California*

*County of Contra Costa*

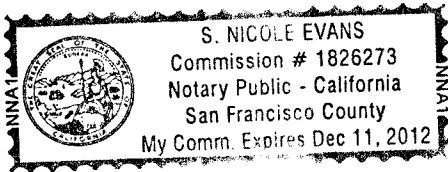
On            May 25, 2011            before me, S. Nicole Evans, Notary Public

personally appeared-----David Harris-----

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

*[Handwritten Signature]*  
\_\_\_\_\_  
*Signature of Notary Public*

*Place Notary Seal Above*

# SureTec Insurance Company

## LIMITED POWER OF ATTORNEY

**Know All Men by These Presents**, That SURETEC INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Texas, and having its principal office in Houston, Harris County, Texas, does by these presents make, constitute and appoint

David Harris, Stephanie Worden, S. Nicole Evans

its true and lawful Attorney-in-fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include waivers to the conditions of contracts and consents of surety for:

Five Million and 00/100 Dollars (\$5,000,000.00)

and to bind the Company thereby as fully and to the same extent as if such bond were signed by the President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney-in-Fact may do in the premises. Said appointment shall continue in force until 10/31/2012 and is made under and by authority of the following resolutions of the Board of Directors of the SureTec Insurance Company:

*Be it Resolved*, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

*Attorney-in-Fact* may be given full power and authority for and in the name of and of behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

*Be it Resolved*, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached. (Adopted at a meeting held on 20<sup>th</sup> of April, 1999.)

**In Witness Whereof**, SURETEC INSURANCE COMPANY has caused these presents to be signed by its President, and its corporate seal to be hereto affixed this 3rd day of September, A.D. 2010.

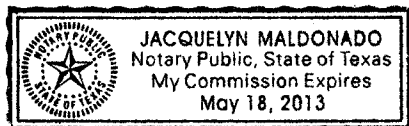
**SURETEC INSURANCE COMPANY**

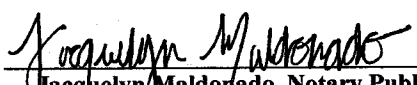
By:   
John Knox Jr., President

State of Texas                    ss:  
County of Harris



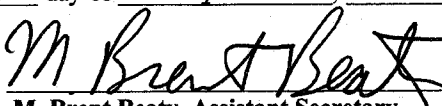
On this 3rd day of September, A.D. 2010 before me personally came John Knox Jr., to me known, who, being by me duly sworn, did depose and say, that he resides in Houston, Texas, that he is President of SURETEC INSURANCE COMPANY, the company described in and which executed the above instrument; that he knows the seal of said Company; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Company; and that he signed his name thereto by like order.



  
Jacquelyn Maldonado, Notary Public  
My commission expires May 18, 2013

I, M. Brent Beaty, Assistant Secretary of SURETEC INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Company, which is still in full force and effect; and furthermore, the resolutions of the Board of Directors, set out in the Power of Attorney are in full force and effect.

Given under my hand and the seal of said Company at Houston, Texas this 25 day of May 2011, A.D.

  
M. Brent Beaty, Assistant Secretary

**ACKNOWLEDGMENT**

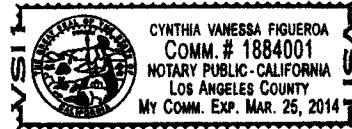
State of California  
County of Los Angeles )

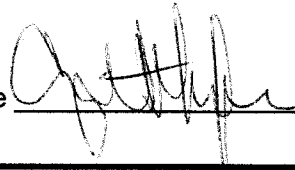
On June 1, 2011 before me, Cynthia Figueroa (notary public)  
(insert name and title of the officer)

personally appeared Tim Harris,  
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)

Issued in Quintuplicate

Jensen-Alvarado Historic Ranch  
Ceiling Replacement

Request for Bid #PKARC-096

BOND 5104101  
Premium: included

**PERFORMANCE BOND**

The makers of this bond, Spectra Company, as Principal and CONTRACTOR, and SureTec Insurance Company, a corporation authorized to issue surety bonds in California, as Surety, are held and firmly bound unto the **RIVERSIDE COUNTY PARK & OPEN-SPACE DISTRICT**, hereafter called "DISTRICT", in the sum of \$ \$46,800.00 (100% estimated total contract price) 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 with the DISTRICT dated May 18, 2011, for the construction of the **Jensen-Alvarado Historic Ranch Ceiling Replacement Project**, in accordance with the Contract Document.

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 DISTRICT, with or without notice to the surety, and during the life of any guarantee required under the contract, and shall also well and truly perform and fulfill all the undertakings, covenants, terms of conditions and agreements of any and all duly authorized modifications of said contract that may hereafter be made, then this obligation to be void, otherwise to remain in full force and effect. Without notice, Surety consents to extension of time for performance, change in requirements, change in compensation or prepayment under said contract.

**SIGNATURES MUST BE NOTARIZED** - Attach Acknowledgments

**SURETY**

**CONTRACTOR**

BY: Suretec Insurance Company  
NAME: [Signature]  
TITLE: David Harris, Attorney in Fact  
DATE: May 25, 2011

BY: Spectra Company  
NAME: [Signature]  
TITLE: Operations Manager  
DATE: 10-1-11



**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

*State of California*

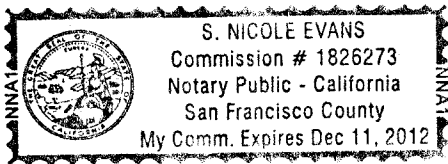
*County of Contra Costa*

On May 25, 2011 before me, S. Nicole Evans, Notary Public

personally appeared-----David Harris-----

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.

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WITNESS my hand and official seal.

Signature

*[Handwritten Signature]*  
Signature of Notary Public

*Place Notary Seal Above*

# SureTec Insurance Company

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David Harris, Stephanie Worden, S. Nicole Evans

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Five Million and 00/100 Dollars (\$5,000,000.00)

and to bind the Company thereby as fully and to the same extent as if such bond were signed by the President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney-in-Fact may do in the premises. Said appointment shall continue in force until 10/31/2012 and is made under and by authority of the following resolutions of the Board of Directors of the SureTec Insurance Company:

*Be it Resolved*, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

*Attorney-in-Fact* may be given full power and authority for and in the name of and of behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

*Be it Resolved*, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached. *(Adopted at a meeting held on 20<sup>th</sup> of April, 1999.)*

**In Witness Whereof**, SURETEC INSURANCE COMPANY has caused these presents to be signed by its President, and its corporate seal to be hereto affixed this 3rd day of September, A.D. 2010.

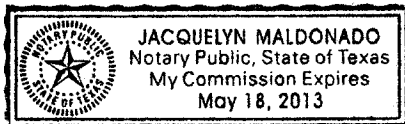
**SURETEC INSURANCE COMPANY**


By:   
John Knox Jr., President



State of Texas                      ss:  
County of Harris

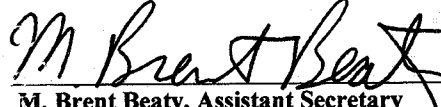
On this 3rd day of September, A.D. 2010 before me personally came John Knox Jr., to me known, who, being by me duly sworn, did depose and say, that he resides in Houston, Texas, that he is President of SURETEC INSURANCE COMPANY, the company described in and which executed the above instrument; that he knows the seal of said Company; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Company; and that he signed his name thereto by like order.



  
Jacquelyn Maldonado, Notary Public  
My commission expires May 18, 2013

I, M. Brent Beaty, Assistant Secretary of SURETEC INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Company, which is still in full force and effect; and furthermore, the resolutions of the Board of Directors, set out in the Power of Attorney are in full force and effect.

Given under my hand and the seal of said Company at Houston, Texas this 25 day of May 2011, A.D.

  
M. Brent Beaty, Assistant Secretary

**Any instrument issued in excess of the penalty stated above is totally void and without any validity.**  
For verification of the authority of this power you may call (713) 812-0800 any business day between 8:00 am and 5:00 pm CST.

# ACKNOWLEDGMENT

State of California  
County of Los Angeles )

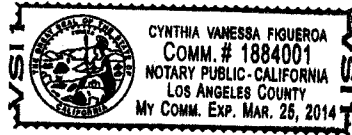
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(insert name and title of the officer)

personally appeared Tim Harris  
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)



# ACORD™ CERTIFICATE OF LIABILITY INSURANCE

Date (MM/DD/YR)  
03-17-11

## PRODUCER

(SF) Heffernan Insurance Brokers  
120 Howard Street, Suite 550  
San Francisco, CA 94105  
Phone: 415-778-0300 Fax: 415-778-0301

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

### INSURERS AFFORDING COVERAGE

NAIC #

INSURER A:	First Mercury Insurance Company	
INSURER B:	Peerless Insurance Company	
INSURER C:	National Union Fire Insurance	
INSURER D:	Travelers Property Casualty Company	
INSURER E:		

## INSURED

Spectra Company  
2510 Supply Street  
Pomona CA 91767

## 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 CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	X	<b>GENERAL LIABILITY</b>	FCGL042509	12-1-10	12-1-11	EACH OCCURRENCE	\$ 1,000,000
		<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Es. Occurrence)	\$ 50,000
		<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (ANY ONE PERSON)	Not applicable
		Deductible \$ 5,000				PERSONAL & ADV INJURY	\$ 1,000,000
		GEN'L AGGREGATE LIMIT APPLIES PER POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				GENERAL AGGREGATE	\$ 2,000,000
						PRODUCTS - COMP/OP AGG)	\$ 2,000,000
B	X	<b>AUTOMOBILE LIABILITY</b>	BA8739413	12-1-10	12-1-11	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
		<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person)	\$
		<input type="checkbox"/> ALL OWNED AUTOS					
		<input type="checkbox"/> SCHEDULED AUTOS				BODILY INJURY (Per accident)	\$
		<input type="checkbox"/> HIRED AUTOS					
		<input type="checkbox"/> NON-OWNED AUTOS					
		<b>GARAGE LIABILITY</b>	NOT APPLICABLE			AUTO ONLY - EA ACCIDENT	\$
		<input type="checkbox"/> ANY AUTO				OTHER THAN AUTO ONLY: EA ACC	\$
						AGG	\$
C	X	<b>EXCESS/UMBRELLA LIABILITY</b>	BE025406724	12-1-10	12-1-11	EACH OCCURRENCE	\$ 6,000,000
		<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE	\$ 6,000,000
		DEDUCTIBLE					\$
		RETENTION \$					\$
D		<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>	DTJUB611M203910	12-1-10	12-1-11	<input checked="" type="checkbox"/> WC STATUTORY LIMITS	<input type="checkbox"/> OTH-ER
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				EL EACH ACCIDENT	\$ 1,000,000
		If yes, describe under SPECIAL PROVISIONS below				EL DISEASE - POLICY LIMIT	\$ 1,000,000
		OTHER				EL DISEASE - EA EMPLOYEE	\$ 1,000,000

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

Project: As on file with the insured.  
Riverside County Regional Park & Open-Space District, All Agencies, Districts, Special Districts, and Departments of the County of Riverside, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents or representatives are named as additional insured (primary) on General Liability policy and additional insured on Automobile Liability policy per attached endorsements. Waiver of subrogation applies to Workers Compensation policy.

\*10 day notice of cancellation for non payment of premium.

### CERTIFICATE HOLDER

Riverside County Regional Park  
& Open-Space District  
4600 Crestmore Road  
Riverside, CA 92509

### 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

## **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.



Policy Number: FCGL042509

COMMERCIAL GENERAL LIABILITY  
CG 20 33 10 01

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – AUTOMATIC STATUS WHEN REQUIRED IN CONSTRUCTION AGREEMENT WITH YOU

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A. Section II – Who Is An Insured** is amended to include as an insured any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured only with respect to liability arising out of your ongoing operations performed for that insured. A person's or organization's status as an insured under this endorsement ends when your operations for that insured are completed.
- B.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:
- 2. Exclusions**
- This insurance does not apply to:
- a. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
    - (1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
    - (2) Supervisory, inspection, architectural or engineering activities.
  - b. "Bodily injury" or "property damage" occurring after:
    - (1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the site of the covered operations has been completed; or
    - (2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.



Policy Number: FCGL042509

COMMERCIAL GENERAL LIABILITY  
CG 20 37 10 01

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

## **ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### **SCHEDULE**

<p><b>Name of Person or Organization:</b></p> <p>Any Owner, Lessee or Contractor you have agreed to add as an additional insured by written contract prior to an "occurrence" or offense.</p>
<p><b>Location And Description of Completed Operations:</b></p>
<p><b>Additional Premium:</b></p>

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

**Section II – Who Is An Insured** 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" at the location designated and described in the schedule of this endorsement performed for that insured and included in the "products-completed operations hazard".

## COMMERCIAL AUTO GOLD ENDORSEMENT

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

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

BUSINESS AUTO COVERAGE FORM

### SECTION II – LIABILITY COVERAGE

#### A. COVERAGE

##### 1. WHO IS AN INSURED

The following is added:

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

##### 2. COVERAGE EXTENSIONS

###### a. Supplementary Payments.

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

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

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## SECTION III – PHYSICAL DAMAGE COVERAGE

### A. COVERAGE

The following is added:

#### 5. Hired Auto Physical Damage

- a. Any "auto" you lease, hire, rent or borrow from someone other than your employees or partners or members of their household is a covered "auto" for each of your physical damage coverages.
- b. The most we will pay for "loss" in any one "accident" is the smallest of:

- (1) \$50,000
- (2) The actual cash value of the damaged or stolen property as of the time of the "loss"; or
- (3) The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality.

If you are liable for the "accident", we will also pay up to \$500 per "accident" for the actual loss of use to the owner of the covered "auto".

- c. Our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by an amount that is equal to the amount of the largest deductible shown for any owned "auto" for that coverage. However, any Comprehensive Coverage deductible shown in the Declarations does not apply to "loss" caused by fire or lightning.
- d. For this coverage, the insurance provided is primary for any covered "auto" you hire without a driver and excess over any other collectible insurance for any covered "auto" that you hire with a driver.

#### 6. Rental Reimbursement Coverage

We will pay up to \$75 per day for up to 30 days, for rental reimbursement expenses incurred by you for the rental of an "auto" because of "loss" to a covered "auto". Rental Reimbursement will be based on the rental of a comparable vehicle, which in many cases may be substantially less than \$75 per day, and will only be allowed for a period of time it should take to repair or replace the vehicle with reasonable speed and similar quality, up to a maximum of 30 days. We will also pay up to \$500 for reasonable and necessary expenses incurred by you to remove and replace your materials and equipment from the covered "auto".

If "loss" results from the total theft of a covered "auto" of the private passenger type, we will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided under paragraph 4. **Coverage Extension.**

#### 7. Lease Gap Coverage

If a long-term leased "auto" is a covered "auto" and the lessor is named as an Additional Insured – Lessor, in the event of a total loss, we will pay your additional legal obligation to the lessor for any difference between the actual cash value of the "auto" at the time of the loss and the "outstanding balance" of the lease.

"Outstanding balance" means the amount you owe on the lease at the time of loss less any amounts representing taxes; overdue payments; penalties, interest or charges resulting from overdue payments; additional mileage charges; excess wear and tear charges; and lease termination fees.

### B. EXCLUSIONS

The following is added to Paragraph 3

The exclusion for "loss" caused by or resulting from mechanical or electrical breakdown does not apply to the accidental discharge of an airbag.

Paragraph 4 is replaced with the following:

4. We will not pay for "loss" to any of the following:

- a. Tapes, records, disks or other similar audio, visual or data electronic devices designed for use with audio, visual or data electronic equipment.
- b. Equipment designed or used for the detection or location of radar.
- c. Any electronic equipment that receives or transmits audio, visual or data signals.

Exclusion 4.c does not apply to:

- (1) Electronic equipment that receives or transmits audio, visual or data signals, whether or not designed solely for the reproduction of sound, if the equipment is permanently installed in the covered "auto" at the time of the "loss" and such equipment is designed to be solely operated by use of the power from the "auto's" electrical system, in or upon the covered "auto"; or
- (2) Any other electronic equipment that is:
  - (a) Necessary for the normal operation of the covered "auto" or the monitoring of the covered "auto's" operating system; or
  - (b) An integral part of the same unit housing any sound reproducing equipment described in (1) above and permanently installed in the opening of the dash or console of the covered "auto" normally used by the manufacturer for installation of a radio.

#### D. DEDUCTIBLE

The following is added: No deductible applies to glass damage if the glass is repaired rather than replaced.

### SECTION IV. BUSINESS AUTO CONDITIONS

#### A. LOSS CONDITIONS

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

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

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

The following is added to 5.

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

#### B. GENERAL CONDITIONS

9. is added

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

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

#### COMMON POLICY CONDITIONS

2.b. is replaced by the following:

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

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

**Endorsement No.**

Named Insured: Spectra Company

Effective Date: 12-1-10

policy Number: FCGL042509

## **PRIMARY INSURANCE CLAUSE ENDORSEMENT**

To the extent that this insurance is afforded to any additional insured under this policy, such insurance shall apply as primary and not contributing with any insurance carried by such additional insured, as required by written contract.

Nothing herein contained shall be held to waive, vary, alter or extend any condition or provision of the policy other than as above stated.



WORKERS COMPENSATION  
AND  
EMPLOYERS LIABILITY POLICY

ENDORSEMENT WC 99 03 76 ( A) -

POLICY NUMBER:

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

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

The additional premium for this endorsement shall be \_\_\_\_\_ % of the California workers' compensation premium.

**Schedule**

**Person or Organization**

**Job Description**

Any Person or Organization for which the named insured has agreed by written contract executed prior to loss to furnish this waiver

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 12-1-10  
Insured Spectra Company

Policy No. DTJUB611M2039/10

Endorsement No.  
Premium

Insurance Company

Countersigned by

DATE OF ISSUE: - -

ST ASSIGN:

# UNIFORM STATUTORY FORM POWER OF ATTORNEY

(California Probate Code § 4401)

NOTICE: THE POWERS GRANTED BY THIS DOCUMENT ARE BROAD AND SWEEPING. THEY ARE EXPLAINED IN THE UNIFORM STATUTORY FORM POWER OF ATTORNEY ACT (CALIFORNIA PROBATE CODE SECTIONS 4400-4465). IF YOU HAVE ANY QUESTIONS ABOUT THESE POWERS, OBTAIN COMPETENT LEGAL ADVICE. THIS DOCUMENT DOES NOT AUTHORIZE ANYONE TO MAKE MEDICAL AND OTHER HEALTH-CARE DECISIONS FOR YOU. YOU MAY REVOKE THIS POWER OF ATTORNEY IF YOU LATER WISH TO DO SO.

I, ANN DRESSELHAUS. appoint TIM HARRIS (2510 Supply Street, Pomona, CA 91767 – work address)

TO GRANT ALL OF THE FOLLOWING POWERS, INITIAL THE LINE IN FRONT OF (N) AND IGNORE THE LINES IN FRONT OF THE OTHER POWERS. TO GRANT ONE OR MORE, BUT FEWER THAN ALL OF THE FOLLOWING POWERS, INITIAL THE LINE IN FRONT OF EACH POWER YOU ARE GRANTING.

TO WITHHOLD A POWER, DO NOT INITIAL THE LINE IN FRONT OF IT. YOU MAY, BUT NEED NOT, CROSS OUT EACH POWER WITHHELD.

INITIAL:

- N/A   (A) Real property transactions.
- N/A   (B) Tangible personal property transactions.
- N/A   (C) Stock and bond transactions.
- N/A   (D) Commodity and option transactions.
- N/A   (E) Banking and other financial institution transactions.
- N/A   (F) Business operating transactions.
- N/A   (G) Insurance and annuity transactions.
- N/A   (H) Estate, trust, and other beneficiary transactions.
- N/A   (I) Claims and litigation.
- N/A   (J) Personal and family maintenance.
- N/A   (K) Benefits from social security, medicare, medicaid, or other governmental programs, or civil or military service.
- N/A   (L) Retirement plan transactions.
- N/A   (M) Tax matters.
- N/A   (N) ALL OF THE POWERS LISTED ABOVE.

YOU NEED NOT INITIAL ANY OTHER LINES IF YOU INITIAL LINE (N).

### SPECIAL INSTRUCTIONS:

ON THE FOLLOWING LINES YOU MAY GIVE SPECIAL INSTRUCTIONS LIMITING OR EXTENDING THE POWERS GRANTED TO YOUR AGENT (listed on page 2 of 2).

**FOR SIGNING OF SPECTRA COMPANY PROPOSALS CONTRACTS AND/OR RELATED BUSINESS DOCUMENTS REQUIRED TO CONDUCT NORMAL BUSINESS OF SPECTRA COMPANY--- FOR THE PERIOD OF MAY 25, 2011 THROUGH JUNE 4, 2011 only.**

---

If I have designated more than one agent, the agents are to act IF YOU APPOINTED MORE THAN ONE AGENT AND YOU WANT EACH AGENT TO BE ABLE TO ACT ALONE WITHOUT THE OTHER AGENT JOINING, WRITE THE WORD "SEPARATELY" IN THE BLANK SPACE ABOVE. IF YOU DO NOT INSERT ANY WORD IN THE BLANK SPACE, OR IF YOU INSERT THE WORD "JOINTLY", THAN ALL OF YOUR AGENTS MUST ACT OR SIGN TOGETHER.

I agree that any third party who receives a copy of this document may act under it. Revocation of the power of attorney is not effective as to a third party until the third party has actual knowledge of the revocation. I agree to indemnify the third party for any claims that arise against the third party because of the reliance on this power of attorney.

Signed this 16<sup>th</sup> day of May 2011 (month and year) in Comora (city), CA (state).

[Signature]  
Signature  
Printed name:

476-56-7806  
(Social security number)

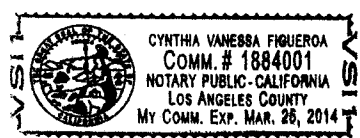
**BY ACCEPTING OR ACTING UNDER THE APPOINTMENT, THE AGENT ASSUMES THE FIDUCIARY AND OTHER LEGAL RESPONSIBILITIES OF AN AGENT.**

State of California ) ss.  
County of Los Angeles )

On May 16<sup>th</sup>, 2010, 2010, before me,  
Cynthia Figueroa, Notary Public, personally appeared  
Ann Dresselhaus

personally known to me, or 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 on behalf of which the person(s) acted, executed the instrument.

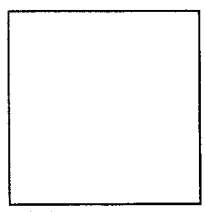
WITNESS my hand and official seal.



[Signature]  
Signature of Notary Public

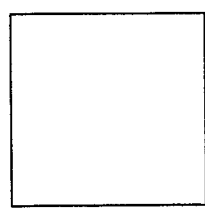
Description of Attached Document  
(optional)

Title or Type of Document: _____	Number of Pages: _____
Document Date: _____	Signer(s) Other Than Named Above: _____
Signer's Name: _____	Signer's Name: _____
Capacity claimed by signer:	Capacity claimed by signer:
<input type="checkbox"/> Individual	<input type="checkbox"/> Individual
<input type="checkbox"/> Corporate Officer	<input type="checkbox"/> Corporate Officer
Title(s): _____	Title(s): _____
<input type="checkbox"/> Partner - <input type="checkbox"/> Limited <input type="checkbox"/> General	<input type="checkbox"/> Partner - <input type="checkbox"/> Limited <input type="checkbox"/> General
<input type="checkbox"/> Guardian <input type="checkbox"/> Conservator	<input type="checkbox"/> Guardian <input type="checkbox"/> Conservator
<input type="checkbox"/> Attorney in Fact	<input type="checkbox"/> Attorney in Fact
<input type="checkbox"/> Trustee	<input type="checkbox"/> Trustee
<input type="checkbox"/> Attorney	<input type="checkbox"/> Attorney
<input type="checkbox"/> Other: _____	<input type="checkbox"/> Other: _____
Signer is representing: _____	Signer is representing: _____



F:\USERS\CivilRE\FORMS\ESTATE\POA

Right  
Thumbprint of  
Signer



Uniform.doc

Right  
Thumbprint of  
Signer