

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

118A



**FROM:** TLMA - Transportation Department

**SUBMITTAL DATE:**  
March 24, 2011

**SUBJECT:** Construction of Traffic Signal and Lighting, Signing and Striping at the intersection of 42nd Avenue and Lima Hall Road, Bermuda Dunes area.

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

1. Accept the lowest responsive bid of Western States Construction, Inc. of Anaheim, CA in the amount of \$157,955; and
2. Award the contract to Western States Construction, Inc. and authorize the Chairman of the Board to execute the contract documents; and
3. Approve the project's proposed budget as shown on Attachment "A".

\_\_\_\_\_  
Juan C. Perez  
Director of Transportation

JCP:jrg:sb  
(Continued On Attached Page)

<b>FINANCIAL DATA</b>	Current F.Y. Total Cost:	\$ 157,955	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	No
	Annual Net County Cost:	\$ 0	For Fiscal Year:	2010/2011
<b>SOURCE OF FUNDS:</b> Signal Supervisor District 4 (67%), East County DIF Signal Mitigation Fund (33%)				Positions To Be Deleted Per A-30 <input type="checkbox"/>
				Requires 4/5 Vote <input type="checkbox"/>

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

APPROVE

BY:   
\_\_\_\_\_  
Tina Grande

**County Executive Office Signature**

FORM APPROVED COUNTY COUNSEL  
BY:   
MARSHAL VICTOR  
DATE: 3/23/11

Departmental Concurrence

Dep't Recomm.: ☐ Consent ☒ Policy  
Per Exec. Ofc.: ☐ Consent ☒ Policy

Prev. Agn. Ref. 12/14/2010, District: 4 Agenda Number:  
Item 3.54

The Honorable Board of Supervisors

RE: Construction of Traffic Signal and Lighting, Signing and Striping at the intersection of 42nd Avenue and Lima Hall Road, Bermuda Dunes area.

March 24, 2011

Page 2 of 2

**BACKGROUND:**

By Minute Order dated December 14, 2010 (agenda item 3.54) the Board authorized the Clerk of the Board to advertise for the construction of Traffic Signal and Lighting, Signing and Striping at the intersection of 42nd Avenue and Lima Hall Road, Bermuda Dunes area. Additionally, the plans and specifications were approved by the Board within this agenda item.

Bids for the project were opened in the office of the Director of Transportation at 2:00 PM, Wednesday, January 5, 2011. Eight bids were received. The basis for the selection of a contractor is the lowest responsive and responsible bidder.

The lowest bid was submitted by Western States Construction, Inc. of Anaheim, CA in the amount of \$157,955; which is \$25,045 (13.69%) below the Engineer's Estimate.

The Transportation Improvement Program provides for the construction of the subject improvements including construction of curb ramps at the intersection, signing and striping, thermoplastic pavement markings and installation of reflective pavement markers. The proposed traffic signal meets traffic signal warrants and will improve safety by providing protected traffic and pedestrian movements.

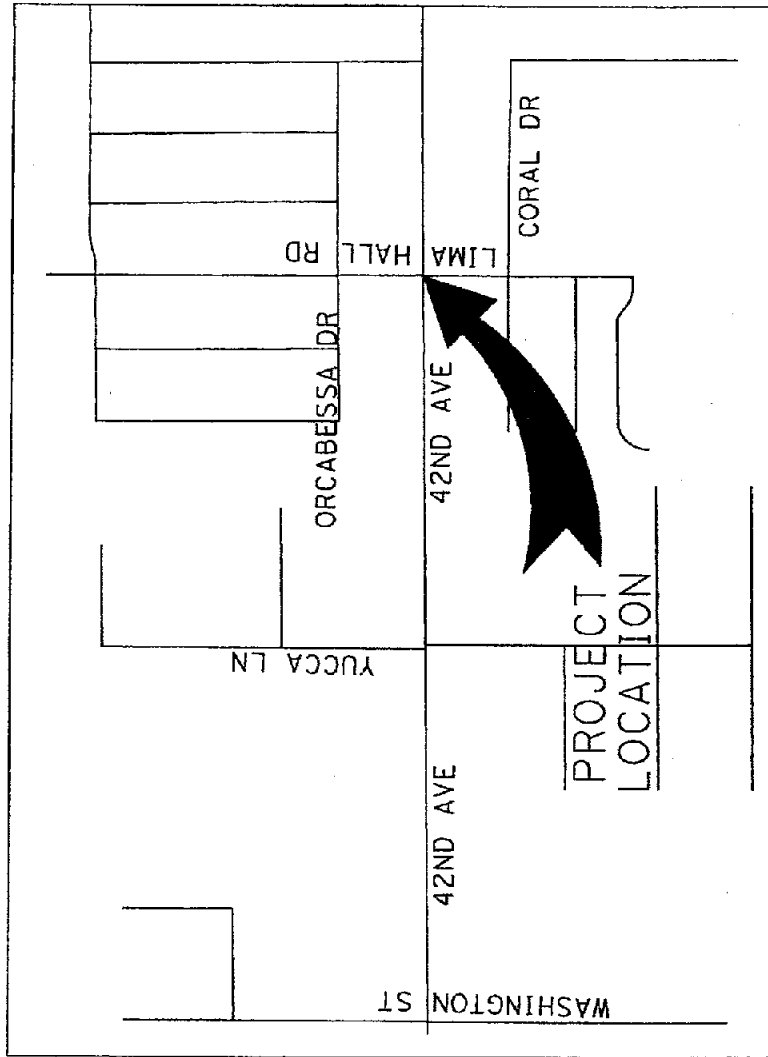
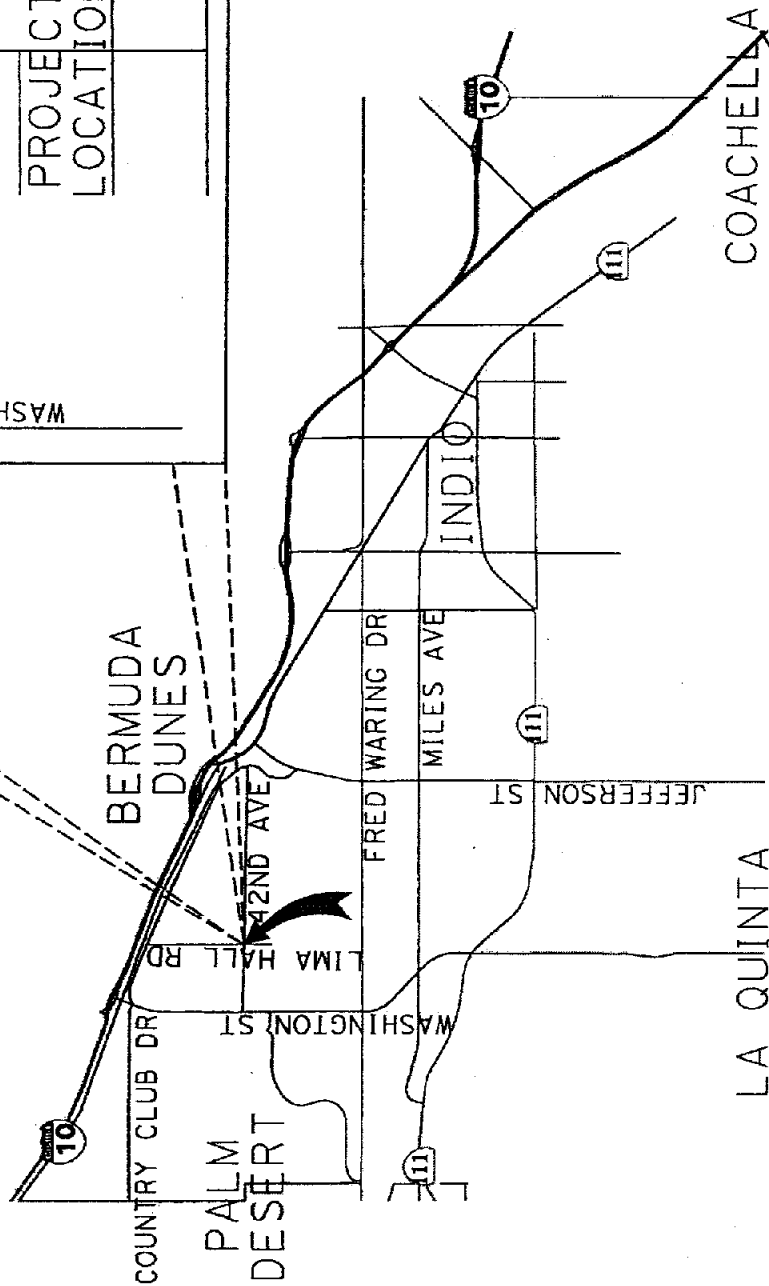
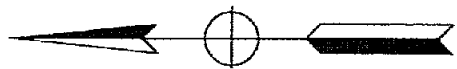
Annual traffic signal operation and maintenance costs are estimated at \$5,500 to be funded from gas tax.

This project will also be funded by the Development Impact Fee (DIF) program, which is governed under Ordinance 659.6, and which allows for the use of DIF funds for the traffic signal facilities portion of the work.

The Contractor has executed the contract and has provided bonds and insurance certificate documents which meet the requirements of the contract.

The contractor is qualified.

Project Number: C0-0537



**VICINITY MAP**  
NOT TO SCALE



# Form 11 Attachment

## Contract/Lease/Purchase Summary Data

### ☒ Contract (for Services)

- G Approval/Renewal
- G Sole Source
- G Personal Services
- G Independent Contractor
- G Other than Low Bid
- G Change Order
- ☒ Public Works

### G Lease

- G Approval/Renewal
- G Multi-Year Lease
- G Equipment
- G Real Property
- G Change Order

### G Purchase (for Materials)

- G Sole Source
- G Other than Low Bid
- G Change Order

### Selection Committee Member Names (RFP=s Only)

User Department:	Transportation Department
---------------------	---------------------------

N/A

Vendor/Lessor Name:	Western States Construction, Inc.
Vendor/Lessor Location:	Anaheim, CA

### Minority

Status: ☐ M ☐ W ☐ DV ☒ None

Local Preference Applied: G Yes G No ☒ N/A

Local Preference Award Cost \$  
(5% maximum preference)

Local Preference FYTD: Cost \$

# of Orders

### Applicable Board Policy #

### Comments:

### RFQ/RFP Process:

Date Mailed:  
Response Date:  
# of Responses:  
# of Qualified Responses:

### Bidding Process:

Bid Range: \$ 157,955.00 to \$ 182,390.00  
Local Bid Range: N/A  
Responsive and  
Responsible Bid Range: \$ 157,955.00 to \$ 182,390.00

### Contract/Lease Renewals Only

### Existing Agreement Items

1. Rates
2. Terms
3. Conditions
4. Legal Issues
5. Accountability
6. Utilities

### Proposed Agreement Items

(Continue on blank sheet if necessary)

**NOTE: COMPETITIVELY BID PUBLIC WORKS CONTRACT**

**Riverside County Transportation Department**  
**Summary of Bids**

**PROJECT: 42nd Avenue and Lima Hall Road, Traffic Signal and Lighting**

Advised: December 14, 2010 (Agenda Item:3.54 )

Addenda: None

Bids Open: 2 pm Date: Wednesday, January 5, 2011

**PROJECT NO. C0-0537**

				COUNTY'S ESTIMATE				Western States Construction, Inc. Anaheim, CA 92807	
ITEM NO.	ITEM CODE	CONTRACT ITEM	UNITS	QUANTITY	UNIT PRICE	ENG. ESTIMATE	BID UNIT PRICE	BID ESTIMATE	
1	120100	TRAFFIC CONTROL SYSTEM	LS	1	5,000.00	5,000.00	2,500.00	2,500.00	
2	860201	SIGNAL AND LIGHTING	LS	1	141,000.00	141,000.00	140,000.00	140,000.00	
3	086102	DUST ABATEMENT	LS	1	1,000.00	1,000.00	500.00	500.00	
4	074020	WATER POLLUTION CONTROL	LS	1	2,000.00	2,000.00	700.00	700.00	
5	840519	THERMOPLASTIC CROSSWALK AND PAVEMENT MARKING	SQFT	900	5.00	4,500.00	2.70	2,430.00	
6	150717	REMOVE TRAFFIC STRIPE AND PAVEMENT MARKING	SQFT	200	5.00	1,000.00	8.60	1,720.00	
7	840656	PAINT TRAFFIC STRIPE (2-COAT)	LF	4,400	0.75	3,300.00	0.25	1,100.00	
8	151281	REMOVE AND SALVAGE ROADSIDE SIGNS	EA	4	100.00	400.00	54.00	216.00	
9	066148	RELOCATE SIGNS	EA	1	150.00	150.00	133.00	133.00	
10	566011	ROADSIDE SIGN - ONE POST	EA	6	200.00	1,200.00	176.00	1,056.00	
11	850102	PAVEMENT MARKER (REFLECTIVE)	EA	90	5.00	450.00	3.00	270.00	
12	017316	MINOR CONCRETE (CURB RAMP) (CRS 403 - CASE B)	EA	2	5,000.00	10,000.00	2,000.00	4,000.00	
13	017309	MINOR CONCRETE (TYPE "D" CURB) (CRS 204)	LF	10	200.00	2,000.00	34.00	340.00	
14	731521	MINOR CONCRETE (SIDEWALK)	SQFT	30	250.00	7,500.00	8.00	240.00	
15	000003	REMOVE EXISTING MEDIAN AND PAVEMENT, AND RECONSTRUCT PER DETAIL "A"	LS	1	3,000.00	3,000.00	2,000.00	2,000.00	
16	160120	REMOVE TREE	EA	1	500.00	500.00	750.00	750.00	
<b>TOTAL ITEMS 1-16</b>						<b>183,000.00</b>		<b>157,955.00</b>	
				PTM General Engineering Riverside, CA 92504				DBX, Inc. Temecula, Ca 92590	
ITEM NO.	ITEM CODE	CONTRACT ITEM	UNITS	QUANTITY	BID UNIT PRICE	BID ESTIMATE	BID UNIT PRICE	BID ESTIMATE	
1	120100	TRAFFIC CONTROL SYSTEM	LS	1	400.00	400.00	1,000.00	1,000.00	
2	860201	SIGNAL AND LIGHTING	LS	1	139,646.00	139,646.00	145,803.00	145,803.00	
3	086102	DUST ABATEMENT	LS	1	400.00	400.00	500.00	500.00	
4	074020	WATER POLLUTION CONTROL	LS	1	500.00	500.00	750.00	750.00	
5	840519	THERMOPLASTIC CROSSWALK AND PAVEMENT MARKING	SQFT	900	3.20	2,880.00	2.50	2,250.00	
6	150717	REMOVE TRAFFIC STRIPE AND PAVEMENT MARKING	SQFT	200	4.00	800.00	8.00	1,600.00	
7	840656	PAINT TRAFFIC STRIPE (2-COAT)	LF	4,400	0.44	1,936.00	0.23	1,012.00	
8	151281	REMOVE AND SALVAGE ROADSIDE SIGNS	EA	4	45.00	180.00	50.00	200.00	
9	066148	RELOCATE SIGNS	EA	1	200.00	200.00	125.00	125.00	
10	566011	ROADSIDE SIGN - ONE POST	EA	6	175.00	1,050.00	165.00	990.00	
11	850102	PAVEMENT MARKER (REFLECTIVE)	EA	90	3.50	315.00	3.00	270.00	
12	017316	MINOR CONCRETE (CURB RAMP) (CRS 403 - CASE B)	EA	2	4,200.00	8,400.00	4,000.00	8,000.00	
13	017309	MINOR CONCRETE (TYPE "D" CURB) (CRS 204)	LF	10	64.00	640.00	100.00	1,000.00	
14	731521	MINOR CONCRETE (SIDEWALK)	SQFT	30	10.80	324.00	20.00	600.00	
15	000003	REMOVE EXISTING MEDIAN AND PAVEMENT, AND RECONSTRUCT PER DETAIL "A"	LS	1	4,400.00	4,400.00	2,500.00	2,500.00	
16	160120	REMOVE TREE	EA	1	990.00	990.00	400.00	400.00	
<b>TOTAL ITEMS 1-16</b>						<b>163,061.00</b>		<b>167,000.00</b>	

**Riverside County Transportation Department**  
**Summary of Bids**

**PROJECT: 42nd Avenue and Lima Hall Road, Traffic Signal and Lighting**

Advised: December 14, 2010 (Agenda Item: 3.54)

Addenda: None

Bids Open: 2 pm Date: Wednesday, January 5, 2011

**PROJECT NO. C0-0537**

			Sierra Pacific Electrical Contracting Riverside, Ca 92509			Pro Tech Engineering, Corp. Corona Del Mar, CA 92625		
ITEM NO.	ITEM CODE	CONTRACT ITEM	UNITS	QUANTITY	BID UNIT PRICE	BID ESTIMATE	BID UNIT PRICE	BID ESTIMATE
1	120100	TRAFFIC CONTROL SYSTEM	LS	1	6,480.00	6,480.00	1,000.00	1,000.00
2	860201	SIGNAL AND LIGHTING	LS	1	135,233.00	135,233.00	154,150.00	154,150.00
3	066102	DUST ABATEMENT	LS	1	600.00	600.00	200.00	200.00
4	074020	WATER POLLUTION CONTROL	LS	1	500.00	500.00	750.00	750.00
5	840519	THERMOPLASTIC CROSSWALK AND PAVEMENT MARKING	SQFT	900	2.70	2,430.00	4.00	3,600.00
6	150717	REMOVE TRAFFIC STRIPE AND PAVEMENT MARKING	SQFT	200	8.50	1,700.00	4.25	850.00
7	840658	PAINT TRAFFIC STRIPE (2-COAT)	LF	4,400	0.25	1,100.00	0.30	1,320.00
8	151281	REMOVE AND SALVAGE ROADSIDE SIGNS	EA	4	54.00	216.00	100.00	400.00
9	066148	RELOCATE SIGNS	EA	1	133.00	133.00	125.00	125.00
10	566011	ROADSIDE SIGN - ONE POST	EA	6	177.00	1,062.00	285.00	1,710.00
11	850102	PAVEMENT MARKER (REFLECTIVE)	EA	90	3.20	288.00	3.75	337.50
12	017316	MINOR CONCRETE (CURB RAMP) (CRS 403 - CASE B)	EA	2	5,160.00	10,320.00	3,750.00	7,500.00
13	017309	MINOR CONCRETE (TYPE "D" CURB) (CRS 204)	LF	10	85.60	856.00	50.00	500.00
14	731521	MINOR CONCRETE (SIDEWALK)	SQFT	30	16.00	480.00	20.00	600.00
15	000003	REMOVE EXISTING MEDIAN AND PAVEMENT, AND RECONSTRUCT PER DETAIL "A"	LS	1	7,383.00	7,383.00	1,425.00	1,425.00
16	160120	REMOVE TREE	EA	1	265.00	265.00	500.00	500.00
<b>TOTAL ITEMS 1-16</b>						<b>169,046.00</b>		<b>174,967.50</b>
			California Professional Engineering, Inc. La Puente, CA 91748			Flatiron Electric Group, Inc. La Mirada, CA 90638		
ITEM NO.	ITEM CODE	CONTRACT ITEM	UNITS	QUANTITY	BID UNIT PRICE	BID ESTIMATE	BID UNIT PRICE	BID ESTIMATE
1	120100	TRAFFIC CONTROL SYSTEM	LS	1	2,500.00	2,500.00	500.00	500.00
2	860201	SIGNAL AND LIGHTING	LS	1	146,958.00	146,958.00	150,170.00	150,170.00
3	066102	DUST ABATEMENT	LS	1	800.00	800.00	500.00	500.00
4	074020	WATER POLLUTION CONTROL	LS	1	1,000.00	1,000.00	250.00	250.00
5	840519	THERMOPLASTIC CROSSWALK AND PAVEMENT MARKING	SQFT	900	2.70	2,430.00	4.05	3,645.00
6	150717	REMOVE TRAFFIC STRIPE AND PAVEMENT MARKING	SQFT	200	8.64	1,728.00	4.15	830.00
7	840658	PAINT TRAFFIC STRIPE (2-COAT)	LF	4,400	0.25	1,100.00	0.30	1,320.00
8	151281	REMOVE AND SALVAGE ROADSIDE SIGNS	EA	4	54.00	216.00	81.00	324.00
9	066148	RELOCATE SIGNS	EA	1	135.00	135.00	115.00	115.00
10	566011	ROADSIDE SIGN - ONE POST	EA	6	178.20	1,069.20	280.00	1,680.00
11	850102	PAVEMENT MARKER (REFLECTIVE)	EA	90	3.24	291.60	3.60	324.00
12	017316	MINOR CONCRETE (CURB RAMP) (CRS 403 - CASE B)	EA	2	5,184.00	10,368.00	5,700.00	11,400.00
13	017309	MINOR CONCRETE (TYPE "D" CURB) (CRS 204)	LF	10	86.40	864.00	95.00	950.00
14	731521	MINOR CONCRETE (SIDEWALK)	SQFT	30	16.20	486.00	18.00	540.00
15	000003	REMOVE EXISTING MEDIAN AND PAVEMENT, AND RECONSTRUCT PER DETAIL "A"	LS	1	7,452.00	7,452.00	8,200.00	8,200.00
16	160120	REMOVE TREE	EA	1	1,200.00	1,200.00	500.00	500.00
<b>TOTAL ITEMS 1-16</b>						<b>178,597.80</b>		<b>181,248.00</b>

**Riverside County Transportation Department**  
**Summary of Bids**

**PROJECT: 42nd Avenue and Lima Hall Road, Traffic Signal and Lighting**

Advertised: December 14, 2010 (Agenda Item:3.54 )

Addenda: None

Bids Open: 2 pm Date: Wednesday, January 5, 2011

**PROJECT NO. CD-0537**

			Steiny and Company, Inc. Baldwin Park, CA 91706			
ITEM NO.	ITEM CODE	CONTRACT ITEM	UNITS	QUANTITY	BID UNIT PRICE	BID ESTIMATE
1	120100	TRAFFIC CONTROL SYSTEM	LS	1	5,000.00	5,000.00
2	860201	SIGNAL AND LIGHTING	LS	1	145,995.00	145,995.00
3	086102	DUST ABATEMENT	LS	1	400.00	400.00
4	074020	WATER POLLUTION CONTROL	LS	1	860.00	860.00
5	840519	THERMOPLASTIC CROSSWALK AND PAVEMENT MARKING	SQFT	900	3.09	2,781.00
6	150717	REMOVE TRAFFIC STRIPE AND PAVEMENT MARKING	SQFT	200	9.90	1,980.00
7	840656	PAINT TRAFFIC STRIPE (2-COAT)	LF	4,400	0.28	1,232.00
8	151281	REMOVE AND SALVAGE ROADSIDE SIGNS	EA	4	62.00	248.00
9	066148	RELOCATE SIGNS	EA	1	154.00	154.00
10	588011	ROADSIDE SIGN - ONE POST	EA	6	204.00	1,224.00
11	850102	PAVEMENT MARKER (REFLECTIVE)	EA	90	3.70	333.00
12	017316	MINOR CONCRETE (CURB RAMP) (CRS 403 - CASE B)	EA	2	5,924.00	11,848.00
13	017309	MINOR CONCRETE (TYPE "D" CURB) (CRS 204)	LF	10	98.80	988.00
14	731521	MINOR CONCRETE (SIDEWALK)	SQFT	30	18.50	555.00
15	000003	REMOVE EXISTING MEDIAN AND PAVEMENT, AND RECONSTRUCT PER DETAIL "A"	LS	1	8,516.00	8,516.00
16	150120	REMOVE TREE	EA	1	276.00	276.00
<b>TOTAL ITEMS 1-16</b>						<b>182,390.00</b>



## AGREEMENT

THIS AGREEMENT is entered into at Riverside, California as of the date set forth below is between County of Riverside hereafter called "County" and **Western States Construction, Inc.** hereafter called "Contractor".

### WITNESSETH

#### RECITALS:

1. Contractor has submitted to County his Contractor's Proposal for the construction of County Project, **Traffic Signal and Lighting Project at the intersection of 42<sup>nd</sup> Avenue and Lima Hall Road, Project No. C0-0537**, in strict accordance with the Contract Documents identified below and County has accepted said Proposal.
2. Contractor states that he has reexamined his Contractor's Proposal and found it to be correct, has ascertained that his subcontractors are properly licensed and possess the requisite skill and forces, has reexamined the site and Contract Documents and is of the opinion that he can presently do the work in accordance with the Contract Documents for the money set forth in his Proposal to be paid as provided in the Contract Documents.

#### AGREEMENT:

#### IT IS AGREED BY THE PARTIES AS FOLLOWS:

1. Contract Documents. The entire contract consists of the following: (a) The Agreement. (b) The Notice Inviting Bids. (c) The Instruction to Bidders. (d) The Contractor's Proposal. (e) The Bid Bond. (f) The Payment Bond. (g) The Performance Bond. (h) The General Conditions. (i) The Special Provisions. (j) The Standard Specifications of the State of California Department of Transportation edition of May 2006 as modified in other portions of the Contract Documents. (k) The Standard Plans of the Department of Transportation identified on the plans or in the Special Provisions. (l) The Plans. (m) Addenda (**none**). (n) The Determination of Prevailing Wage Rates for Public Work. (o) Any Change Orders issued. (p) Any additional or supplemental specifications, notice, instructions and drawings issued in accordance with the provisions of the Contract Documents. All of said Documents presently in existence 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. The Bid Bond is exonerated upon execution of this Agreement and the Payment Bond and Faithful Performance Bond.
2. The Work. Contractor shall do all things necessary to construct the work generally described in Recital No. 1 in accordance with the Contract Documents.

3. Liquidated Damages and Time of Completion. Attention is directed to the provisions in Section 8-1.06, "Time of Completion", and in Section 8-1.07, "Liquidated Damages", of the Standard Specifications and these Special Provisions.

The Contractor shall begin work within 15 days of the date stated within the written "Notice to Proceed".

The Contractor shall notify the Engineer, in writing, of his intent to begin work at least 72 hours before work is begun. The notice shall be delivered to the Transportation Department's Construction Engineer and shall specify the date the Contractor intends to start. If the project has more than one location of work, a separate notice shall be given for each location.

Should the Contractor begin work in advance of receiving a written "Notice to Proceed", any work performed by him in advance of the date stated in the "Notice to Proceed" shall be considered as having been done by him at his own risk and as a volunteer and subject to the following:

- (1) The Contractor shall, on commencing operations, take all precautions required for public safety and shall observe all the provisions in the Specifications and the Special Provisions.
  - (2) All work done according to the contract prior to the issuance of the "Notice to Proceed", will be considered authorized work and will be paid for as provided in the contract.
  - (3) The Contractor shall not be entitled to any additional compensation or an extension of time for any delay, hindrance or interference caused by or attributable to commencement of work prior to the issuance of the "Notice to Proceed".
4. Compensation. Contractor shall be paid in the manner set forth in the Contract Documents the amount of his Proposal as accepted by County, the above rates, subject to additions and deductions as provided in the Contract Documents. Said Proposal is on file in the Office of the Clerk of the Board of Supervisors of County.

**TRAFFIC SIGNAL AND LIGHTING PROJECT  
AT THE INTERSECTION OF 42<sup>ND</sup> AVENUE AND LIMA HALL ROAD  
PROJECT No. C0-0537**

**AGREEMENT**

ITEM No.	ITEM CODE	ITEM	UNIT	ESTIMATED QUANTITY	ITEM PRICE (IN FIGURES)	TOTAL (IN FIGURES)
1	120100	TRAFFIC CONTROL SYSTEM	LS	1	2,500.00	2,500.00
2	860201	SIGNAL AND LIGHTING	LS	1	140,000.00	140,000.00
3	066102	DUST ABATEMENT	LS	1	500.00	500.00
4	074020	WATER POLLUTION CONTROL	LS	1	700.00	700.00
5	840519	THERMOPLASTIC CROSSWALK AND PAVEMENT MARKING	SQFT	900	2.70	2,430.00
6	150717	REMOVE TRAFFIC STRIPE AND PAVEMENT MARKING	SQFT	200	8.60	1,720.00
7	840656	PAINT TRAFFIC STRIPE (2-COAT)	LF	4,400	0.25	1,100.00
8	151281	REMOVE AND SALVAGE ROADSIDE SIGNS	EA	4	54.00	216.00
9	066148	RELOCATE SIGNS	EA	1	133.00	133.00
10	566011	ROADSIDE SIGN - ONE POST	EA	6	176.00	1,056.00
11	850102	PAVEMENT MARKER (REFLECTIVE)	EA	90	3.00	270.00
12	017316	MINOR CONCRETE (CURB RAMP) (CRS 403 - CASE B)	EA	2	2,000.00	4,000.00
13	017309	MINOR CONCRETE (TYPE "D" CURB) (CRS 204)	LF	10	34.00	340.00
14	731521	MINOR CONCRETE (SIDEWALK)	SQFT	30	8.00	240.00
15	000003	REMOVE EXISTING MEDIAN AND PAVEMENT, AND RECONSTRUCT PER DETAIL "A"	LS	1	2,000.00	2,000.00
16	160120	REMOVE TREE	EA	1	750.00	750.00

PROJECT  
TOTAL:

One hundred fifty seven thousand, nine hundred fifty five dollars and zero cents \$157,955.00

ITEMS 1-16

"WORDS"

IN WITNESS WHEREOF the parties hereto have executed this agreement as of the date set forth below.

COUNTY OF RIVERSIDE

WESTERN STATES CONSTRUCTION, INC.

BY \_\_\_\_\_  
Chairman, Board of Supervisors

BY \_\_\_\_\_  
*[Signature]*

Dated \_\_\_\_\_

TITLE: President  
(If Corporation, Affix Seal)

ATTEST:

Kecia Harper-Ihem, Clerk of the Board

ATTEST: \_\_\_\_\_  
*[Signature]*

BY \_\_\_\_\_  
Deputy

TITLE: Project Coordinator

Licensed in accordance with an act  
providing for the registration of  
Contractors,

License No. 723791

Federal Employer Identification Number:

33-0707508

BY \_\_\_\_\_  
"County"  
(Seal)

\_\_\_\_\_  
"Corporation"  
(Seal)

FORM APPROVED COUNTY COUNSEL

BY: Marshall Victor 3/23/11  
MARSHALL VICTOR DATE



## **Western States Construction, Inc.**

4887 E. La Palma Avenue. Suite # 707. Anaheim, CA 92807

**Tel:** (714) 695-9300 **Fax:** (714) 693-1002

March 3, 2011

Mr. Saleem Baig  
County of Riverside  
Transportation Department  
3525 14<sup>th</sup> Street  
Riverside, CA 92501

**Project:** Traffic Signal and Lighting at the intersection of 42<sup>nd</sup> Avenue & Lima Hall Rd.  
Project No. Co-0537

**Subject:** Corporate Resolution

Dear Mr. Baig,

The intend of this letter is to inform you that I, Mr. Joseph Karaki is the authorized Person to sign contract documents on behalf of Western States Construction, Inc. as he is the President/Secretary of the mentioned Corporation.

Please see attached By-Laws of Corporation.

If you have any questions, feel free to contact me at (714) 695-9300 or via Email:  
[mguindi@westernsec.com](mailto:mguindi@westernsec.com)

Best regards,

President  
Western States Construction, Inc.

## CERTIFICATE OF SECRETARY

(This applies to corporations only.)

I certify that I am the secretary of Western States Construction, Inc. and that the following persons hold positions in this corporation and/or own shares in this corporation in the amount and form designated.

### 1. DIRECTORS

(NAME) Joseph Karaki

(NAME) \_\_\_\_\_

(NAME) \_\_\_\_\_

### 2. OFFICERS

PRESIDENT (NAME) Joseph Karaki

VICE PRESIDENT (NAME) \_\_\_\_\_

SECRETARY (NAME) Joseph Karaki

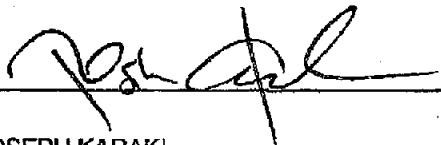
TREASURER (NAME) \_\_\_\_\_

CHIEF FINANCIAL  
OFFICER (NAME) Rachelle Karaki

### 3. SHAREHOLDERS

NAME	NUMBER OF SHARES	% OF SHARES OUTSTANDING	FORM OF OWNERSHIP (personally, trust, other entity)
JOSEPH KARAKI	1,000	0	
_____			
_____			
_____			
_____			

By (Secretary):



Date: 12-15-2010

Print Name: JOSEPH KARAKI

**TO WHOM IT MAY CONCERN**

The Corporation By-Laws for Western State Construction, Inc. are in the Project File and are available upon request.

Contract/Bidding Unit  
Capital Development Division  
Riverside County Transportation Department

## PERFORMANCE BOND

### Recitals:

1. **Western States Construction, Inc.** (Contractor) intend to enter into an Agreement with COUNTY OF RIVERSIDE (County) for construction of public work known as **Traffic Signal and Lighting Project at the intersection of 42<sup>nd</sup> Avenue and Lima Hall Road, Project No. C0-0537.**
2. \_\_\_\_\_, a \_\_\_\_\_ corporation (Surety), is the Surety under this Bond.

### Agreement:

We, Contractor, as Principal, and Surety, as Surety, jointly and severally agree, state, and are bound unto County, as obligee, as follows:

1. The amount of the obligation of this Bond is 100% of the estimated contract price for the Project of **\$ 157,955.00, One hundred fifty seven thousand, nine hundred fifty five dollars and zero cents** and inures to the benefit of County.
2. This Bond is exonerated by Contractor doing all things to be kept and performed by it in strict conformance with the Contract Documents for the Project, otherwise it remains in full force and effect for the recovery of loss, damage and expense of County resulting from failure of Contractor to so act. All of said Contract Documents are incorporated herein.
3. This obligation is binding on our successors and assigns.
4. For value received, Surety stipulates and agrees that no change, time extension, prepayment to Contractor, alteration or addition to the terms and requirements of the Contract Documents or the work to be performed thereunder shall affect its obligations hereunder and waives notice as to such matters, except the total contract price cannot be increased by more than 10% without approval of Surety.

THIS BOND is executed as of \_\_\_\_\_.

By \_\_\_\_\_

By \_\_\_\_\_

By \_\_\_\_\_

Type Name \_\_\_\_\_

Its Attorney in Fact  
"Surety"

Title \_\_\_\_\_

"Contractor"  
(Corporate Seal)

(Corporate Seal)

**NOTE: This Bond must be executed by both parties with corporate seal affixed for each party. All signatures must be acknowledged. (Attach acknowledgements).**



**PERFORMANCE BOND**

BOND NUMBER 71064013  
EXECUTED IN DUPLICATE  
PREMIUM: \$4,739.00

**Recitals:**

1. **Western States Construction, Inc.** (Contractor) intend to enter into an Agreement with COUNTY OF RIVERSIDE (County) for construction of public work known as **Traffic Signal and Lighting Project at the intersection of 42<sup>nd</sup> Avenue and Lima Hall Road, Project No. C0-0537.**
2. **WESTERN SURETY COMPANY**, a **SOUTH DAKOTA** corporation (Surety), is the Surety under this Bond.

**Agreement:**

We, Contractor, as Principal, and Surety, as Surety, jointly and severally agree, state, and are bound unto County, as obligee, as follows:

1. The amount of the obligation of this Bond is 100% of the estimated contract price for the Project of **\$ 157,955.00, One hundred fifty seven thousand, nine hundred fifty five dollars and zero cents** and inures to the benefit of County.
2. This Bond is exonerated by Contractor doing all things to be kept and performed by it in strict conformance with the Contract Documents for the Project, otherwise it remains in full force and effect for the recovery of loss, damage and expense of County resulting from failure of Contractor to so act. All of said Contract Documents are incorporated herein.
3. This obligation is binding on our successors and assigns.
4. For value received, Surety stipulates and agrees that no change, time extension, prepayment to Contractor, alteration or addition to the terms and requirements of the Contract Documents or the work to be performed thereunder shall affect its obligations hereunder and waives notice as to such matters, except the total contract price cannot be increased by more than 10% without approval of Surety.

THIS BOND is executed as of **FEBRUARY 14, 2011**  
**WESTERN STATES CONSTRUCTION, INC.**

By Joseph Karaki

By [Signature]

Title President  
"Contractor"  
(Corporate Seal)

**WESTERN SURETY COMPANY**

By [Signature]

Type Name **JEREMY PENDERGAST**  
Its Attorney in Fact  
"Surety"

(Corporate Seal)

**NOTE: This Bond must be executed by both parties with corporate seal affixed for each party. All signatures must be acknowledged. (Attach acknowledgements).**

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

State of California

County of Orange

On March 1, 2011 before me Tiffany Vaisanen, Notary Public, personally appeared

Joseph Karaki

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 entities upon behalf of which the person(s) acted, executed the instrument.

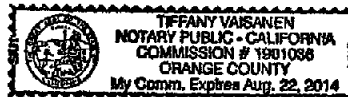
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature T. Vaisanen (Seal)

Name: Tiffany Vaisanen

My Commission Expires: Aug. 22, 2014



# CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of RIVERSIDE

On 2/14/11 before me, R. NAPPI "NOTARY PUBLIC"  
(Here insert name and title of the officer)

personally appeared JEREMY PENDERGAST

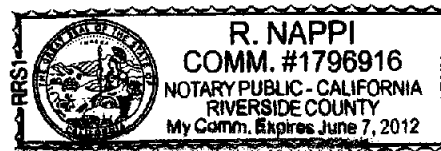
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s),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

R. Nappi  
Signature of Notary Public

(Notary Seal)



## ADDITIONAL OPTIONAL INFORMATION

### DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

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

(Additional information)

### CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)  
☐ Corporate Officer

(Title)

- ☐ Partner(s)  
☐ Attorney-in-Fact  
☐ Trustee(s)  
☐ Other \_\_\_\_\_

### INSTRUCTIONS FOR COMPLETING THIS FORM

Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is to be recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. he/she/they, is/are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - ❖ Indicate title or type of attached document, number of pages and date.
  - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document.

## PAYMENT BOND

(Public Work - Civil Code 3247 et seq.)

The makers of this Bond are **Western States Construction, Inc.**, as Principal and Original Contractor and \_\_\_\_\_, a corporation, authorized to issue Surety Bonds in California, as Surety, and this Bond is issued in conjunction with that certain public works contract to be executed between Principal and **COUNTY OF RIVERSIDE** a public entity, as Owner, for **\$ 157,955.00, One hundred fifty seven thousand, nine hundred fifty five dollars and zero cents**, the total amount payable. THE AMOUNT OF THIS BOND IS ONE HUNDRED PERCENT OF SAID SUM. Said contract is for public work generally consisting of **Traffic Signal and Lighting Project at the intersection of 42<sup>nd</sup> Avenue and Lima Hall Road, Project No. C0-0537.**

The beneficiaries of this Bond are as is stated in 3248 of the Civil Code and requirements and conditions of this Bond are as is set forth in 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.

DATED: \_\_\_\_\_

\_\_\_\_\_  
Original Contractor – Principal

\_\_\_\_\_  
Surety

By \_\_\_\_\_

By \_\_\_\_\_  
Its Attorney In Fact

Title \_\_\_\_\_  
(If corporation, affix seal)

(Corporate Seal)

(Corporate Seal)

STATE OF CALIFORNIA }  
COUNTY OF \_\_\_\_\_ } ss. SURETY'S ACKNOWLEDGEMENT

On \_\_\_\_\_ before me, \_\_\_\_\_ personally appeared, \_\_\_\_\_, known to me, or proved to me on the basis of satisfactory evidence, to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacities, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

\_\_\_\_\_  
Signature of Notary Public

\_\_\_\_\_  
Notary Public (Seal)

**Note: This Bond must be executed by both parties with corporate seal affixed for each party. All signatures must be notarized. (Attach acknowledgements).**

**PAYMENT BOND**

EXECUTED IN DUPLICATE

(Public Work - Civil Code 3247 et seq.)

The makers of this Bond are **Western States Construction, Inc.**, as Principal and Original Contractor and WESTERN SURETY 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 to be executed between Principal and **COUNTY OF RIVERSIDE** a public entity, as Owner, for **\$ 157,955.00, One hundred fifty seven thousand, nine hundred fifty five dollars and zero cents**, the total amount payable. THE AMOUNT OF THIS BOND IS ONE HUNDRED PERCENT OF SAID SUM. Said contract is for public work generally consisting of **Traffic Signal and Lighting Project at the intersection of 42<sup>nd</sup> Avenue and Lima Hall Road, Project No. C0-0537.**

The beneficiaries of this Bond are as is stated in 3248 of the Civil Code and requirements and conditions of this Bond are as is set forth in 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.

DATED: FEBRUARY 14, 2011

WESTERN STATES CONSTRUCTION, INC.

Original Contractor - Principal

WESTERN SURETY COMPANY

Surety

By 

By 

its Attorney In Fact

JEREMY PENDERGAST

Title President

(If corporation, affix seal)

**(Corporate Seal)**

**(Corporate Seal)**

STATE OF CALIFORNIA  
COUNTY OF \_\_\_\_\_

} ss. SURETY'S ACKNOWLEDGEMENT

On \_\_\_\_\_ before me, \_\_\_\_\_ personally appeared, \_\_\_\_\_, known to me, or proved to me on the basis of satisfactory evidence, to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacities, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

\_\_\_\_\_  
Signature of Notary Public

\_\_\_\_\_  
Notary Public (Seal)

**Note: This Bond must be executed by both parties with corporate seal affixed for each party. All signatures must be notarized. (Attach acknowledgements).**

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

State of California

County of Orange

On March 1, 2011 before me Tiffany Vaisanen, Notary  
Public, personally appeared

Joseph Karaki

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 entities 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 T. Vaisanen (Seal)

Name: Tiffany Vaisanen

My Commission Expires: Aug. 22, 2014



# CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of RIVERSIDE

On 2/14/11 before me, R. NAPPI "NOTARY PUBLIC",  
(Here insert name and title of the officer)

personally appeared JEREMY PENDERGAST

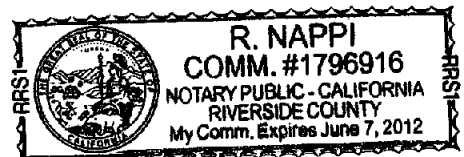
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s),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

R. Nappi  
Signature of Notary Public

(Notary Seal)



## ADDITIONAL OPTIONAL INFORMATION

### DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

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

(Additional information)

### CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)  
☐ Corporate Officer

(Title)

- ☐ Partner(s)  
☐ Attorney-in-Fact  
☐ Trustee(s)  
☐ Other \_\_\_\_\_

### INSTRUCTIONS FOR COMPLETING THIS FORM

Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is to be recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. he/she/they- is /are ) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - ❖ Indicate title or type of attached document, number of pages and date.
  - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document

# Western Surety Company

## POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

**Michael D Stong, Jeremy Pendergast, Rosemary Nappi, Individually**

of Riverside, CA, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

### - In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Senior Vice President and its corporate seal to be hereto affixed on this 28th day of January, 2010.



WESTERN SURETY COMPANY

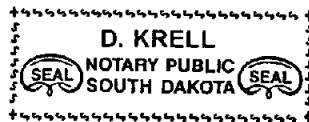
Paul T. Bruflat, Senior Vice President

State of South Dakota }  
County of Minnehaha } ss

On this 28th day of January, 2010, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Senior Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

November 30, 2012



D. Krell, Notary Public

### CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 14th day of February, 2011.



WESTERN SURETY COMPANY

L. Nelson, Assistant Secretary



**Authorizing By-Law**

**ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY**

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

## Company Profile

### WESTERN SURETY COMPANY

P.O. BOX 5077  
SIOUX FALLS, SD 57117-5077

#### Agent for Service of Process

JERE KEPRIOS, C/O CT CORPORATION SYSTEM 818 WEST SEVENTH STREET, 2ND FLOOR  
LOS ANGELES, CA 90017 JERE KEPRIOS, C/O CT CORPORATION SYSTEM 818 WEST  
SEVENTH ST LOS ANGELES, CA 90017

Unable to Locate the Agent for Service of Process?

---

#### Reference Information

NAIC #:	13188
NAIC Group #:	<u>0218</u>
California Company ID #:	0761-7
Date authorized in California:	July 29, 1930
License Status:	UNLIMITED-NORMAL
Company Type:	Property & Casualty
State of Domicile:	SOUTH DAKOTA

---

#### Lines of Insurance Authorized to Transact

The company is authorized to transact business within these lines of insurance. For an explanation of any of these terms, please refer to the glossary.

LIABILITY  
✓ SURETY

---

#### Company Complaint Information

Company Enforcement Action Documents  
Company Performance & Comparison Data  
Composite Complaint Studies

---





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
02/25/2011

## PRODUCER

HANADI NASRI  
MAHER INSURANCE AGENCY  
1280 E LINCOLN AVE #200  
ANAHEIM CA 92805

THIS CERTIFICATION 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.

## INSURED

WESTERN STATES CONSTRUCTION INC  
4887 E LA PALMA AVE #707  
ANAHEIM CA 92807

## INSURERS AFFORDING COVERAGE

## NAIC #

INSURER A: LANDMARK AMERICAN INSURANCE CO.

33138

INSURER B: NATIONAL UNION FIRE INSURANCE CO.

19445

INSURER C:

INSURER D:

INSURER E:

## COVERAGES

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

INSR/ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	X	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 type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	LHA134713	04/20/10	04/20/11	EACH OCCURRENCE	\$ 1,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 50,000
						MED EXP (Any one person)	\$ 5,000
						PERSONAL & ADV INJURY	\$ 1,000,000
						GENERAL AGGREGATE	\$ 2,000,000
						PRODUCTS - COMP/OP AGG	\$ 2,000,000
							\$
		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident)	\$
						BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	\$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT	\$
						OTHER THAN EA ACC	\$
						AUTO ONLY: AGG	\$
B	X	EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE  DEDUCTIBLE RETENTION \$	BE 021386951	02/25/11	02/25/12	EACH OCCURRENCE	\$ 1,000,000
						AGGREGATE	\$ 1,000,000
							\$
							\$
							\$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER				WC STATU-TORY LIMITS	OTH-ER
						E.L. EACH ACCIDENT	\$
						E.L. DISEASE - EA EMPLOYEE	\$
						E.L. DISEASE - POLICY LIMIT	\$

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

Project: 42nd Avenue &amp; Lima Hall Road Traffic Signal and Lighting.

County of Riverside, its Directors, Officers, Special Districts, Board of Supervisors, employees, agents and representatives are named as additional insured per attached endorsements.

## CERTIFICATE HOLDER

County of Riverside, Transportation Department  
3525 14th Street  
Riverside, CA 92501

## 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

*Hanadi Nasri*Digitally signed by HANADI NASRI  
DN: cn=HANADI NASRI, o=MAHER INSURANCE  
AGENCY, ou=MAHER INSURANCE, c=US  
Date: 2011.02.25 14:29:01 -0800

*This Endorsement Changes The Policy. Please Read It Carefully.*

## ADDITIONAL INSURED BLANKET – PRIMARY AND YOUR WORK

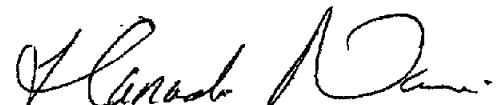
This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE FORM

SCHEDULE	
<b>Name of Person or Organization:</b>	Any person or organization to whom or to which you are obligated by virtue of a written contract or by the issuance or existence of a written permit, to provide insurance such as is afforded by this policy.

- A. SECTION II - WHO IS AN INSURED** is amended to include as an additional insured the person(s) or organization(s) shown in the SCHEDULE, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:
1. Your acts or omissions; or
  2. The acts or omissions of those acting on your behalf;
- in the performance of your ongoing operations; and/or "your work" defined for the additional insured(s) designated above included in the "products-completed operations hazard".
- B.** If you are required by a written contract to provide primary insurance, this policy shall be primary and **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, 4. Other Insurance** does not apply, but only with respect to coverage provided by this policy.

This endorsement effective 04/20/2010  
 forms part of Policy Number LHA134713  
 issued to WESTERN STATES CONSTRUCTION, INC.  
 by Landmark American 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:

**COMMERCIAL GENERAL LIABILITY COVERAGE FORM  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE FORM**

### **SCHEDULE**

**Name of Person or Organization:**

Any Person or Organization As Required By Written Contract

The following is added to **SECTION IV - CONDITIONS, 8. TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHER TO US:**

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

This endorsement effective 04/20/2010  
forms part of Policy Number LHA134713  
issued to WESTERN STATES CONSTRUCTION, INC.  
by Landmark American Insurance Company

*Harold N. ...*

# FORMS SCHEDULE

Named Insured: WESTERN STATES CONSTRUCTION & ENGINEERING, INC

Policy Number: BE 021386951

Effective 12:01 AM: February 25, 2011

End't. No.	Form Name	Form Number/ Edition Date
	PRIME EXPRESS DEC	90268 (11/09)
	PRIME EXPRESS POLICY	90269 (11/09)
	POLICYHOLDER DISC - NOTICE OF TERRORISM INS COVG	98556 (01/08)
1	ACT OF TERRORISM SIR ENDORSEMENT	90270 (01/06)
2	AUTOMOBILE LIABILITY EXCLUSION	91528 (08/06)
3	CALIFORNIA AMENDATORY ENDT	52133 (03/94)
4	COVERAGE TERRITORY ENDT.	89644 (07/05)
5	CRISISRESPONSE COVERAGE ENHANCEMENT ENDORSEMENT	95418 (08/07)
6	DUTIES IN THE EVENT OF AN OCCURRENCE, CLAIM OR SUI	90293 (11/09)
7	ECONOMIC OR TRADE SANCTIONS CONDITION AMEND. ENDT.	99496 (06/08)
8	EMPLOYERS LIABILITY EXCLUSION ENDORSEMENT	90299 (01/06)
9	FOREIGN LIABILITY EXCLUSION ENDORSEMENT	90310 (01/06)
10	LIQUOR LIABILITY EXCLUSION ENDORSEMENT	90318 (01/06)
11	MARINE LIABILITY EXCLUSION ENDORSEMENT	90320 (01/06)
12	RESIDENTIAL CONSTRUCTION OPERATIONS EXCLUSION ENDT	90331 (01/06)
13	TOTAL POLLUTION EXCLUSION ENDORSEMENT	90349 (01/06)



**Prime Express<sup>SM</sup>**  
**Commercial Excess Liability Policy With CrisisResponse<sup>®</sup>**

**DECLARATIONS**

The company issuing this policy is indicated by an "X" in the box to the left of the company's name.

- |  |  |
|--|--|
| <input type="checkbox"/> American Home Assurance Company       | <input type="checkbox"/> Illinois National Insurance Company                                 |
| <input type="checkbox"/> Chartis Casualty Company              | <input checked="" type="checkbox"/> National Union Fire Insurance Company of Pittsburgh, Pa. |
| <input type="checkbox"/> Chartis Property Casualty Company     | <input type="checkbox"/> New Hampshire Insurance Company                                     |
| <input type="checkbox"/> Commerce & Industry Insurance Company | <input type="checkbox"/> The Insurance Company of the State of Pennsylvania                  |
| <input type="checkbox"/> Granite State Insurance Company       |  |

(each of the above being a capital stock company)

**Administrative/Mailing Address: 175 Water Street, New York, NY 10038**  
**Telephone No. 212-458-5000**

**POLICY NUMBER: BE 021386951**

**RENEWAL OF: NEW**

**ITEM 1. NAMED INSURED: WESTERN STATES CONSTRUCTION & ENGINEERING, INC**

**MAILING ADDRESS: 4887 E LA PALMA AVE # 707**  
**ANAHEIM, CA 92807-1958**

**ITEM 2. POLICY PERIOD: FROM: February 25, 2011 TO: February 25, 2012**  
**(At 12:01 A.M., standard time, at the address of the Named Insured stated above.)**

**ITEM 3. LIMITS OF INSURANCE**

The Limits of Insurance, subject to the terms of this policy, are:

- |                |  |
|----------------|--|
| A. \$1,000,000 | Each Occurrence  |
| B. \$1,000,000 | General Aggregate (in accordance with Section IV. Limits of Insurance)                       |
| C. \$1,000,000 | Products-Completed Operations Aggregate (in accordance with Section IV. Limits of Insurance) |
| D. \$250,000   | CrisisResponse Sublimit of Insurance   |
| E. \$50,000    | Excess Casualty CrisisFund Limit of Insurance  |

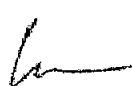
**ITEM 4. SCHEDULED UNDERLYING INSURANCE - See Schedule of Underlying Insurance**

**ITEM 5. PREMIUM AND PREMIUM COMPUTATION**

ESTIMATED TOTAL ANNUAL EXPOSURE	
RATES PER	FLAT
MINIMUM PREMIUM	\$2,954.00
ADVANCE PREMIUM	\$2,954.00

**ITEM 6. THIS POLICY INCLUDES THESE ENDORSEMENTS AT INCEPTION DATE: SEE ATTACHED SCHEDULE**

**PRODUCER NAME: R.E. CHAIX & ASSOCIATES INSURANCE BROKERS, INC.**  
**ADDRESS: 41 CORPORATE PARK**  
**STE 310**  
**IRVINE, CA 92606-5181**

  
\_\_\_\_\_  
Christopher G. Kopser  
Authorized Representative or  
Countersignature (Where Applicable)

\_\_\_\_\_  
Date

**Issue Date: 02/28/11**

90268 (11/09)  
AH2706



**SCHEDULE OF UNDERLYING INSURANCE**

Issued to: WESTERN STATES CONSTRUCTION & ENGINEERING, INC

Policy Number: BE 021386951

By: NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

---

**TYPE OF POLICY  
OR COVERAGE**

GENERAL LIABILITY

**INSURER, POLICY NO.  
AND POLICY PERIOD**

Landmark American  
Insurance Company  
LHA134713  
04/20/10  
04/20/11

**LIMITS**

\$1,000,000  
PER OCCURRENCE  
\$2,000,000  
GENERAL AGGREGATE  
\$2,000,000  
PRODUCTS & COMPLETED OPS.  
AGGREGATE  
\$2,000,000  
PER PROJECT GENERAL AGGREGATE  
UNCAPPED  
Defense Expenses are  
in addition to the limit



Christopher G. Kopser  
**AUTHORIZED REPRESENTATIVE**



Policy Number:

Date Entered: 03/08/2011

**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

3/8/2011

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).

<b>PRODUCER</b> Dalati's Insurance, Inc. 791 S. BROOKHURST ST ANAHEIM, CA 92804	<b>CONTACT NAME:</b>	
	<b>PHONE (A/C, No, Ext):</b> (714) 956-2222 <b>FAX (A/C, No):</b> (714) 956-2434 <b>E-MAIL ADDRESS:</b> dalatiinsurance@gmail.com	
<b>INSURED</b> WESTERN STATES CONSTRUCTION  JOSEPH KARAKI 4887 E LA PALMA AVE #707 ANAHEIM, CA 92807	<b>INSURER(S) AFFORDING COVERAGE</b>	<b>NAIC #</b>
	<b>INSURER A:</b> INFINITY SELECT INSURANCE	20260
	<b>INSURER B:</b>	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
<b>INSURER F:</b>		

**COVERAGES****CERTIFICATE NUMBER:****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</b> <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
<b>A</b>	<input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	<input checked="" type="checkbox"/>	504276808024001	02/24/2011	02/24/2012	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE  DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y/N <input checked="" type="checkbox"/> N/A				WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
"County of Riverside, its Directors, Officers, Special Districts, Board of Supervisors, employees, agents and representatives" as additionally insured.

project Name: 42nd and Lima Hall Road Traffic Signal and Lighting

30 DAY NOTICE OF CANCELLATION 10 DAY FOR NON-PAYMENT OF PREMIUM.

**CERTIFICATE HOLDER****CANCELLATION**

COUNTY OF RIVERSIDE,  
DEPARTMENT OF TRANSPORTATION  
3525 14TH STREET  
RIVERSIDE, CA 92501

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

© 1988-2010 ACORD CORPORATION. All rights reserved.

ACORD 25 (2010/05)

The ACORD name and logo are registered marks of ACORD

Underwritten by: Infinity Select Insurance Company

Customer Service: (800) 722-3391

Claims Service: (800) 334-1661

**ADDITIONAL NAMED INSURED ENDORSEMENT**

Copy To	Policy ID Number	Expiration Date
	504-27680-8024-001	02/24/2012 12:01a.m.
<b>Western States Construction</b> 4887 E La Palma Ave Ste 707 Anaheim, CA 92807-1958	Named Insured	
	<b>Western States Construction</b>	
	This endorsement is attached to and forms a part of the listed policy. No changes will be effective prior to the time changes are requested.	

Additional Information
County of Riverside

Part A - Liability Coverage, is changed as follows:

The definition of insured is changed to include the additional insured named above. Adding an insured will not increase the limit of our liability. The insurance provided by this endorsement will be excess over any other valid and collectible insurance.

All other parts of this Policy remain unchanged.





P.O. BOX 420807, SAN FRANCISCO, CA 94142-0807

## CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

ISSUE DATE: 02-18-2011

GROUP: 000719  
POLICY NUMBER: 0000276-2010  
CERTIFICATE ID: 42  
CERTIFICATE EXPIRES: 02-01-2012  
02-01-2011/02-01-2012

COUNTY OF RIVERSIDE  
TRANSPORTATION DEPT  
3525 14TH ST  
RIVERSIDE CA 92501-3813

SC

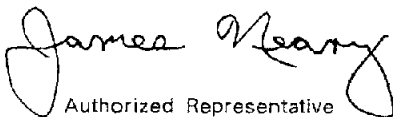
JOB: 42ND AVE AND LIMA HALL RD  
TRAFFIC SIGNAL AND LIGHTING

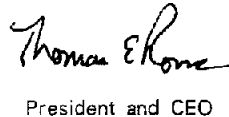
This is to certify that we have issued a valid Workers' Compensation insurance policy in a form approved by the California Insurance Commissioner to the employer named below for the policy period indicated.

This policy is not subject to cancellation by the Fund except upon 30 days advance written notice to the employer.

We will also give you 30 days advance notice should this policy be cancelled prior to its normal expiration.

This certificate of insurance is not an insurance policy and does not amend, extend or alter the coverage afforded by the policy listed herein. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate of insurance may be issued or to which it may pertain, the insurance afforded by the policy described herein is subject to all the terms, exclusions, and conditions, of such policy.

  
Authorized Representative

  
President and CEO

EMPLOYER'S LIABILITY LIMIT INCLUDING DEFENSE COSTS: \$1,000,000 PER OCCURRENCE.

ENDORSEMENT #0015 ENTITLED ADDITIONAL INSURED EMPLOYER EFFECTIVE 2011-02-18 IS ATTACHED TO AND FORMS A PART OF THIS POLICY. NAME OF ADDITIONAL INSURED: COUNTY OF RIVERSIDE

ENDORSEMENT #1600 - JOSEPH KHALIL KARAKI PRES, SEC, TRES - EXCLUDED.

ENDORSEMENT #2065 ENTITLED CERTIFICATE HOLDERS' NOTICE EFFECTIVE 02-01-2009 IS ATTACHED TO AND FORMS A PART OF THIS POLICY.

EMPLOYER

WESTERN STATES CONSTRUCTION INC AND/OR RIALTO  
PEPPER CARWASH, INC AND/OR I WASH EXPRESS, INC  
4887 E LA PALMA AVE STE 707  
ANAHEIM CA 92807

[CMF,CS]

PRINTED : 02-18-2011

## Company Profile

**NATIONAL UNION FIRE INSURANCE COMPANY  
OF PITTSBURGH, PA**  
175 WATER STREET, 18TH FLOOR  
NEW YORK, NY 1003-8  
800-551-0824

**Agent for Service of Process**

KAREN HARRIS, C/O CORPORATION SERVICE COMPANY 2730 GATEWAY OAKS DRIVE, SUITE 100  
SACRAMENTO, CA 95833

Unable to Locate the Agent for Service of Process?

---

### Reference Information

NAIC #:	19445
NAIC Group #:	<u>0012</u>
California Company ID #:	0131-3
Date authorized in California:	November 28, 1902
License Status:	UNLIMITED-NORMAL
Company Type:	Property & Casualty
State of Domicile:	PENNSYLVANIA

---

### Lines of Insurance Authorized to Transact

The company is authorized to transact business within these lines of insurance. For an explanation of any of these terms, please refer to the glossary.

AIRCRAFT  
AUTOMOBILE  
BOILER AND MACHINERY  
BURGLARY  
COMMON CARRIER LIABILITY  
DISABILITY  
FIRE  
LIABILITY  
MARINE  
MISCELLANEOUS  
PLATE GLASS  
SPRINKLER  
SURETY  
TEAM AND VEHICLE  
WORKERS' COMPENSATION

# List of Eligible Surplus Line Insurers (LESLI)

International Insurance Company of Hannover Limited (UK)	09/29/1998
Interstate Fire & Casualty Company (Illinois)	10/20/1995
Ironshore Specialty Insurance Company (Arizona)	10/02/2008
James River Insurance Company (Ohio)	08/04/1995
(Name changed from Fidelity Excess and Surplus Insurance Company effective 07/07/03)	
Lancashire Insurance Company (UK) Limited (U.K.)	11/17/2010
Lancashire Insurance Company Limited (Bermuda)	11/19/2009
Landmark American Insurance Company (Oklahoma)	09/30/2003
Lantana Insurance Ltd. (Bermuda)	09/08/2004
Lexington Insurance Company (Delaware)	07/28/1995
Liberty Mutual Insurance Europe Limited (U.K.)	10/27/1995
(Name changed from Liberty Mutual Insurance Company (U.K.) Limited effective 10/21/03)	
Liberty Surplus Insurance Corporation (New Hampshire)	12/18/1997
Lloyds of London Syndicates	
(Click here for a separate list of all Lloyds Syndicates approved for the LESLI list.)	
London & Edinburgh Insurance Company Limited (UK)	12/06/2000

[Back to Top](#)

## M - P

INSURER	DATE APPROVED
Malden Specialty Insurance Company (North Carolina)	11/13/2006
(Name changed from Integon Specialty Insurance Company effective 09/01/2009)	
The Marine Insurance Company Limited (UK)	11/03/1995
Markel International Insurance Company Limited (U.K.)	10/27/1995
(Name changed from Terra Nova Insurance Company Limited, effective 11/04/2002)	
Maxum Indemnity Company (Delaware)	09/29/1998
(Name changed from Caliber One Indemnity Company, effective 01/02/2003)	
Mitsui Sumitomo Insurance Company, Limited (Japan)	12/27/1995
(Name changed from Mitsui Marine and Fire Insurance Company, Limited, effective 10/1/2001)	
Montpelier U.S. Insurance Company (Oklahoma)	02/05/2010
Mount Vernon Fire Insurance Company (Pennsylvania)	04/02/1997
Mt. Hawley Insurance Company (Illinois)	10/27/1995
(Domicile changed from Delaware to Kansas, effective 12/20/95. Domicile changed from Kansas to Illinois effective 4/21/1999)	
National Fire & Marine Insurance Company (Nebraska)	06/30/1995
Nautlius Insurance Company (Arizona)	08/04/1995
Navigators Specialty Insurance Company (New York)	12/08/1995
(Name changed from NIC Insurance Company effective 01/04/2007)	
Noetic Specialty Insurance Company (Vermont)	09/01/1995
(Domicile changed from Illinois to Vermont effective 01/18/2011)	
(Name changed from Coregis Indemnity Company effective 11/07/2001)	
North American Capacity Insurance Company (New Hampshire)	08/11/1995
North East Insurance Company (Maine)	06/08/2009
Northfield Insurance Company (Iowa)	06/30/1995
(Domicile changed from Missouri to Iowa, effective 1/01/2002)	
Nutmeg Insurance Company (Connecticut)	06/30/1995
The Ocean Marine Insurance Company Limited (UK)	12/22/1995
Pacific Insurance Company, Ltd. (Connecticut)	09/01/1995
Penn-Star Insurance Company (Pennsylvania)	11/13/2002
Philadelphia Insurance Company (Pennsylvania)	02/14/1997
Princeton Excess and Surplus Lines Insurance Company (Delaware)	02/09/2006
ProAssurance Casualty Company (Michigan)	10/18/2005
(Name changed from ProNational Insurance Company effective 01/27/2009)	
Protective Specialty Insurance Company (Indiana)	06/01/2010

[Back to Top](#)

## Q - Z

INSURER	DATE APPROVED
QBE Insurance (Europe) Limited (U.K.)	01/06/1999
(Name changed from QBE International Insurance Limited, effective 09/30/2005)	
QBE Specialty Insurance Company (North Dakota)	08/01/2003
Rockhill Insurance Company (Arizona)	09/01/1995
(Name changed from United Coastal Insurance Company, effective 11/22/2005)	
SAFECO Surplus Lines Insurance Company (Washington)	10/20/1995
Savers Property and Casualty Insurance Company (Missouri)	06/30/1995
Scottsdale Insurance Company (Ohio)	06/30/1995
Seneca Specialty Insurance Company (Arizona)	02/02/2004
Shelter Reinsurance Company (Missouri)	10/18/2007
Sirius International Insurance Corporation (Sweden)	02/08/1999

## Company Profile

### INFINITY SELECT INSURANCE COMPANY

3700 COLONNADE PARKWAY

BIRMINGHAM, AL 35243

800-852-8208

#### Agent for Service of Process

JERE KEPRIOS, C/O CT CORPORATION SYSTEM 818 WEST SEVENTH STREET, 2ND FLOOR  
LOS ANGELES, CA 90017 JERE KEPRIOS, C/O CT CORPORATION SYSTEM 818 WEST  
SEVENTH ST LOS ANGELES, CA 90017

Unable to Locate the Agent for Service of Process?

---

#### Reference Information

NAIC #:	20260
NAIC Group #:	<u>3495</u>
California Company ID #:	4290-3
Date authorized in California:	September 27, 1995
License Status:	UNLIMITED-NORMAL
Company Type:	Property & Casualty
State of Domicile:	INDIANA

---

#### Lines of Insurance Authorized to Transact

The company is authorized to transact business within these lines of insurance. For an explanation of any of these terms, please refer to the glossary.

AUTOMOBILE  
LIABILITY  
TEAM AND VEHICLE

---

#### Company Complaint Information

Company Enforcement Action Documents  
Company Performance & Comparison Data