

**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".



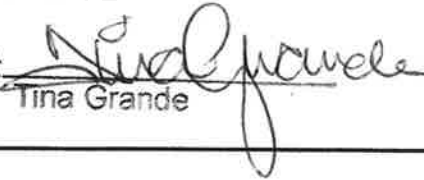
Juan C. Perez
Director of Transportation

JCP:jrj:sb
(Continued On Attached Page)

FINANCIAL DATA	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

SOURCE OF FUNDS: 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

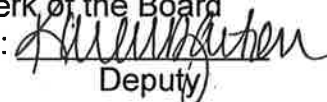
BY: 
Tina Grande

County Executive Office Signature

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Buster, Tavaglione, Stone and Benoit
Nays: None
Absent: Ashley
Date: April 5, 2011
xc: Transp.

Kecia Harper-Ihem
Clerk of the Board
By: 
Deputy

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

3.15

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

Departmental Concurrence

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

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.

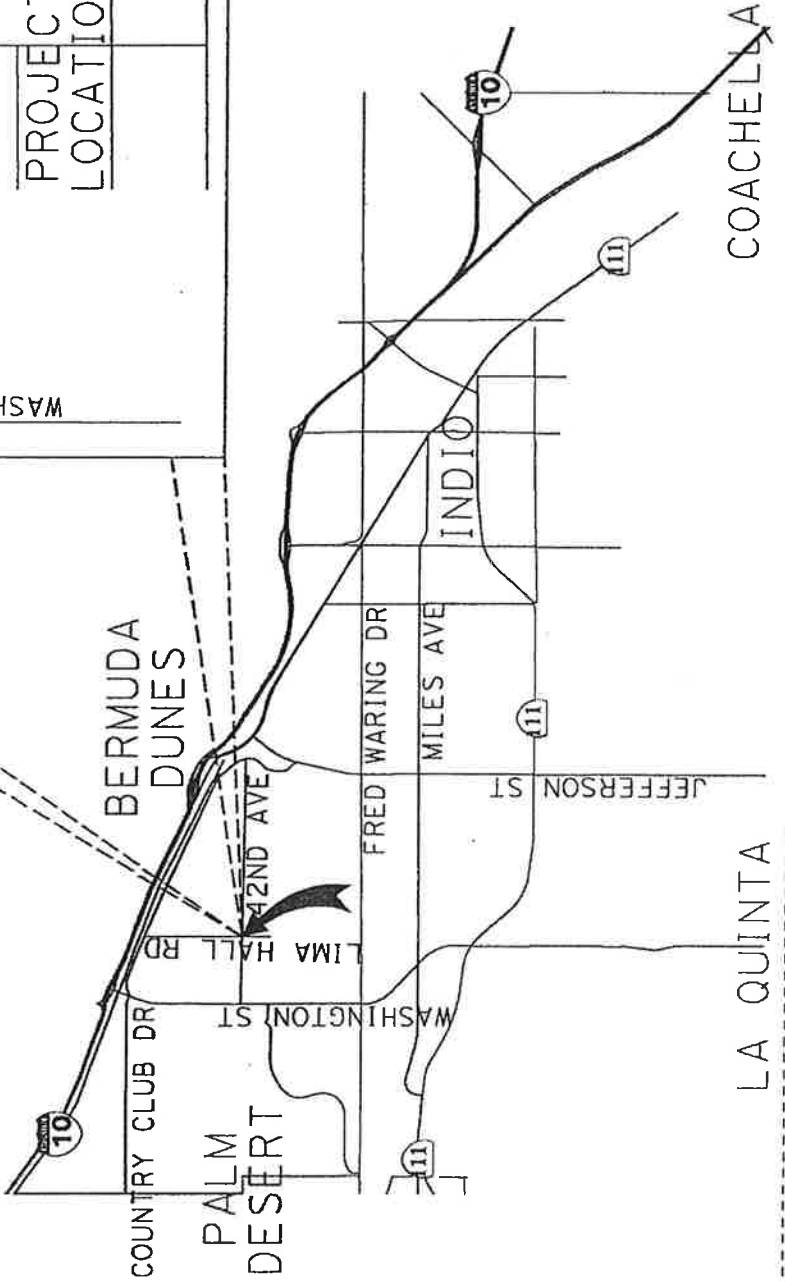
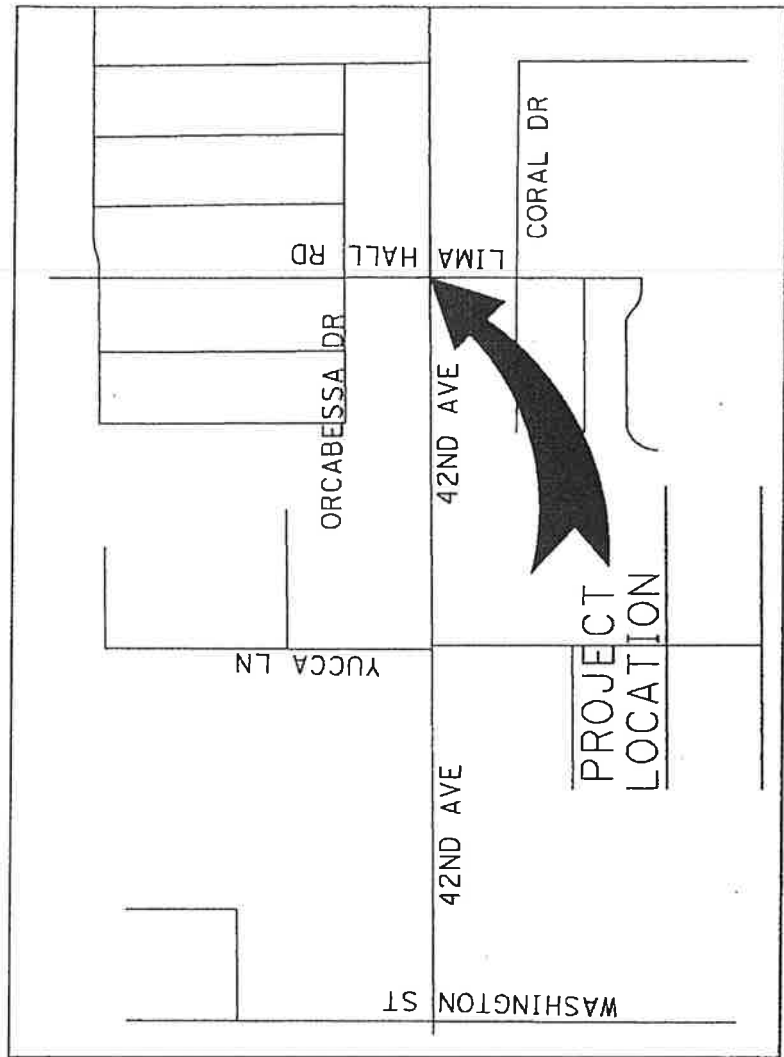
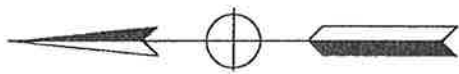
Annual traffic signal operation and maintenance costs are estimated at \$5,500 to be funded from gas tax.

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

**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. CO-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	BID ESTIMATE
1	120100	TRAFFIC CONTROL SYSTEM	LS	1	5,000.00	5,000.00	2,500.00	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	140,000.00
3	066102	DUST ABATEMENT	LS	1	1,000.00	1,000.00	500.00	500.00	500.00
4	074020	WATER POLLUTION CONTROL	LS	1	2,000.00	2,000.00	700.00	700.00	700.00
5	840519	THERMOPLASTIC CROSSWALK AND PAVEMENT MARKING	SQFT	900	5.00	4,500.00	2.70	2,430.00	2,430.00
6	150717	REMOVE TRAFFIC STRIPE AND PAVEMENT MARKING	SQFT	200	5.00	1,000.00	8.60	1,720.00	1,720.00
7	840656	PAINT TRAFFIC STRIPE (2-COAT)	LF	4,400	0.75	3,300.00	0.25	1,100.00	1,100.00
8	151281	REMOVE AND SALVAGE ROADSIDE SIGNS	EA	4	100.00	400.00	54.00	216.00	216.00
9	066148	RELOCATE SIGNS	EA	1	150.00	150.00	133.00	133.00	133.00
10	566011	ROADSIDE SIGN - ONE POST	EA	6	200.00	1,200.00	176.00	1,056.00	1,056.00
11	850102	PAVEMENT MARKER (REFLECTIVE)	EA	90	5.00	450.00	3.00	270.00	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	4,000.00
13	017309	MINOR CONCRETE (TYPE "D" CURB) (CRS 204)	LF	10	200.00	2,000.00	34.00	340.00	340.00
14	731521	MINOR CONCRETE (SIDEWALK)	SQFT	30	250.00	7,500.00	8.00	240.00	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	2,000.00
16	160120	REMOVE TREE	EA	1	500.00	500.00	750.00	750.00	750.00
TOTAL ITEMS 1-16						183,000.00		157,955.00	157,955.00
		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	BID ESTIMATE
1	120100	TRAFFIC CONTROL SYSTEM	LS	1	400.00	400.00	1,000.00	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	145,803.00
3	066102	DUST ABATEMENT	LS	1	400.00	400.00	500.00	500.00	500.00
4	074020	WATER POLLUTION CONTROL	LS	1	500.00	500.00	750.00	750.00	750.00
5	840519	THERMOPLASTIC CROSSWALK AND PAVEMENT MARKING	SQFT	900	3.20	2,880.00	2.50	2,250.00	2,250.00
6	150717	REMOVE TRAFFIC STRIPE AND PAVEMENT MARKING	SQFT	200	4.00	800.00	8.00	1,600.00	1,600.00
7	840656	PAINT TRAFFIC STRIPE (2-COAT)	LF	4,400	0.44	1,936.00	0.23	1,012.00	1,012.00
8	151281	REMOVE AND SALVAGE ROADSIDE SIGNS	EA	4	45.00	180.00	50.00	200.00	200.00
9	066148	RELOCATE SIGNS	EA	1	200.00	200.00	125.00	125.00	125.00
10	566011	ROADSIDE SIGN - ONE POST	EA	6	175.00	1,050.00	165.00	990.00	990.00
11	850102	PAVEMENT MARKER (REFLECTIVE)	EA	90	3.50	315.00	3.00	270.00	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	8,000.00
13	017309	MINOR CONCRETE (TYPE "D" CURB) (CRS 204)	LF	10	64.00	640.00	100.00	1,000.00	1,000.00
14	731521	MINOR CONCRETE (SIDEWALK)	SQFT	30	10.80	324.00	20.00	600.00	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	2,500.00
16	160120	REMOVE TREE	EA	1	990.00	990.00	400.00	400.00	400.00
TOTAL ITEMS 1-16						163,061.00		167,000.00	167,000.00

**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. C0-0537

ITEM NO. / ITEM CODE		CONTRACT ITEM	UNITS	QUANTITY	Sierra Pacific Electrical Contracting Riverside, Ca 92509		Pro Tech Engineering, Corp. Corona Del Mar, CA 92625	
					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	840656	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
TOTAL ITEMS 1-16						169,046.00		174,967.50
ITEM NO. / ITEM CODE		CONTRACT ITEM	UNITS	QUANTITY	California Professional Engineering, Inc. La Puente, CA 91748		Flatiron Electric Group, Inc. La Mirada, CA 90638	
					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	840656	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
TOTAL ITEMS 1-16						178,597.80		181,248.00

**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. C0-0537

		Steiny and Company, Inc. Baldwin Park, CA 91706						
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	5,000.00	5,000.00		
2	869201	SIGNAL AND LIGHTING	LS	1	145,995.00	145,995.00		
3	066102	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	566011	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	160120	REMOVE TREE	EA	1	276.00	276.00		
TOTAL ITEMS 1-16						182,390.00		

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".

W I T N E S S E T H

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 42nd 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 42ND 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 Bob Buster
Chairman, Board of Supervisors
BOB BUSTER

BY [Signature]

TITLE: President
(If Corporation, Affix Seal)

Dated APR 05 2011

ATTEST:

Kecia Harper-Ihem, Clerk of the Board

ATTEST: [Signature]

BY [Signature]
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: [Signature] 3/23/11 DATE
MARSHA L. VICTOR



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 14th Street
Riverside, CA 92501

Project: Traffic Signal and Lighting at the intersection of 42nd 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

Best regards,

A handwritten signature in black ink, appearing to read 'Joseph Karaki', is written over a faint, illegible printed name.

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 42nd 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 42nd 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

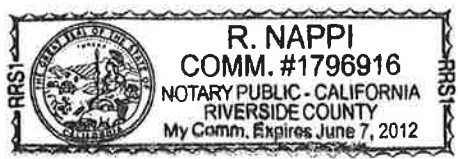
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), 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 42nd 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

(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 42nd 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 [Signature]

By [Signature]
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

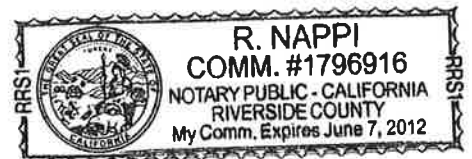
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s),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

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 - ❖ 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.



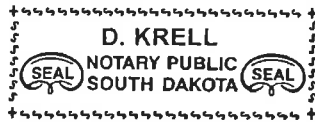
WESTERN SURETY COMPANY

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 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 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 STATUTORY 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 & 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: ou=HANADI NASRI, o=MAHER INSURANCE AGENCY, cn=HANADI NASRI, email=HANADI@AACL.COM, c=US
 Date: 2011.02.25 14:39:21 -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	
Name of Person or Organization:	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

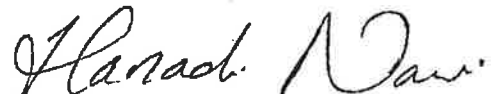
Name of Person or Organization:

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



FORMS SCHEDULE

Named Insured: WESTERN STATES CONSTRUCTION & ENGINEERING, INC

Policy Number: BE 021386951

Effective 12:01 AM: February 25, 2011

<u>End't. No.</u>	<u>Form Name</u>	<u>Form Number/ Edition Date</u>	
	PRIME EXPRESS DEC	90268	(11/09)
	PRIME EXPRESS POLICY	90269	(11/09)
	POLICYHOLDER DISC - NOTICE OF TERRORISM INS COVG	96556	(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 ExpressSM
Commercial Excess Liability Policy With CrisisResponse[®]

DECLARATIONS

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

- American Home Assurance Company
- Chartis Casualty Company
- Chartis Property Casualty Company
- Commerce & Industry Insurance Company
- Granite State Insurance Company
- Illinois National Insurance Company
- National Union Fire Insurance Company of Pittsburgh, Pa.
- New Hampshire Insurance Company
- The Insurance Company of the State of Pennsylvania

(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

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**

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

LIMITS

GENERAL LIABILITY

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

\$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. Kopsch
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).

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

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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						\$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS		X	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) \$
	UMBRELLA LIAB EXCESS LIAB						EACH OCCURRENCE \$ AGGREGATE \$
	DED RETENTION \$						WC STATUTORY LIMITS OTHER
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						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, employess, 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 COUNTY OF RIVERSIDE, DEPARTMENT OF TRANSPORTATION 3525 14TH STREET RIVERSIDE, CA 92501	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

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Underwritten by: Infinity Select Insurance Company

Customer Service: (800) 722-3391

Claims Service: (800) 334-1661

ADDITIONAL NAMED INSURED ENDORSEMENT

Copy To Western States Construction 4887 E La Palma Ave Ste 707 Anaheim, CA 92807-1958	Policy ID Number	Expiration Date
	504-27680-8024-001	02/24/2012 12:01a.m.
	Named Insured	
	Western States Construction	

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 Insured
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.

Michele Raney



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.

James Neary
Authorized Representative

Thomas Elone
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

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) (Name changed from Fidelity Excess and Surplus Insurance Company effective 07/07/03)	08/04/1995
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.) (Name changed from Liberty Mutual Insurance Company (U.K.) Limited effective 10/21/03)	10/27/1995
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
Maiden Specialty Insurance Company (North Carolina) (Name changed from Integon Specialty Insurance Company effective 09/01/2009)	11/13/2006
The Marine Insurance Company Limited (UK)	11/03/1995
Markel International Insurance Company Limited (U.K.) (Name changed from Terra Nova Insurance Company Limited, effective 11/04/2002)	10/27/1995
Maxum Indemnity Company (Delaware) (Name changed from Caliber One Indemnity Company, effective 01/02/2003)	09/29/1998
Mitsui Sumitomo Insurance Company, Limited (Japan) (Name changed from Mitsui Marine and Fire Insurance Company, Limited, effective 10/1/2001)	12/27/1995
Montpelier U.S. Insurance Company (Oklahoma)	02/05/2010
Mount Vernon Fire Insurance Company (Pennsylvania)	04/02/1997
MT. Hawley Insurance Company (Illinois) (Domicile changed from Delaware to Kansas, effective 12/20/95. Domicile changed from Kansas to Illinois effective 4/21/1999)	10/27/1995
National Fire & Marine Insurance Company (Nebraska)	06/30/1995
Nautilus Insurance Company (Arizona)	08/04/1995
Navigators Specialty Insurance Company (New York) (Name changed from NIC Insurance Company effective 01/04/2007)	12/08/1995
Noetic Specialty Insurance Company (Vermont) (Domicile changed from Illinois to Vermont effective 01/18/2011) (Name changed from Coregis Indemnity Company effective 11/07/2001)	09/01/1995
North American Capacity Insurance Company (New Hampshire)	08/11/1995
North East Insurance Company (Maine)	06/08/2009
Northfield Insurance Company (Iowa) (Domicile changed from Missouri to Iowa, effective 1/01/2002)	06/30/1995
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) (Name changed from ProNational Insurance Company effective 01/27/2009)	10/18/2005
Protective Specialty Insurance Company (Indiana)	06/01/2010

[Back to Top](#)

Q - Z

INSURER	DATE APPROVED
QBE Insurance (Europe) Limited (U.K.) (Name changed from QBE International Insurance Limited, effective 09/30/2005)	01/06/1999
QBE Specialty Insurance Company (North Dakota)	08/01/2003
Rockhill Insurance Company (Arizona) (Name changed from United Coastal Insurance Company, effective 11/22/2005)	09/01/1995
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

CONTRACTOR'S PROPOSAL

TO: COUNTY OF RIVERSIDE

DATE: 1/4/2011

hereafter called "County":

BIDDER: Western States Construction, INC.
(hereafter called "Contractor")

THE UNDERSIGNED, Contractor, having carefully examined the site and the Contract Documents for the construction of Traffic Signal and Lighting Project at the intersection of 42nd Avenue and Lima Hall Road, Project No. C0-0537 hereby proposes to construct the work in accordance with the Contract Documents, including Addenda Nos. 7 for the amount stated in this Proposal.

By submitting this Proposal, Contractor agrees with County:

1. That unless withdrawn in person by Contractor or some person authorized in writing by Contractor not by telephone or telegram before the time specified in the Notice Inviting Bids for the public opening of bids, this Proposal constitutes an irrevocable offer for 90 calendar days after that date.
2. County has the right to reject any or all Proposals and to waive any irregularities or informalities contained in a Proposal.
3. To execute the Agreement and deliver the Faithful Performance Bond, Payment Bond and Insurance Certificate with endorsements, which comply with the requirements set forth in the Instructions to Bidders and General Conditions, within ten (10) working days of the date of the Notice of Acceptance of Proposal and Intent to Award as issued by the County of Riverside.
4. That the contract shall be awarded upon a resolution or minute order to that effect duly adopted by the governing body of County; and that execution of the Contract Documents shall constitute a written memorial thereof.
5. To submit to County such information as County may require to determine whether a particular Proposal is the lowest responsible bid submitted.

6. That the accompanying certified or cashier's check or Bid Bond is in an amount not less than 10% of the total bid submitted and constitutes a guarantee that if awarded the contract, Contractor will execute the Agreement and deliver the required bonds within ten (10) days after notice of award. If Contractor fails to execute and deliver said documents, the check or bond is to be charged with the costs of the resultant damages to County, including but not limited to publication costs, the difference in money between the amount bid and the amount in excess of the bid which it costs County to do or cause to be done the work involved, lease and rental costs, additional salaries and overhead, increased interest and costs of funding the project, attorney expense, additional engineering and architectural expense and cost of maintaining or constructing alternate facilities occasioned by the failure to execute and deliver said documents.
7. By signing this proposal the Contractor certifies that the representations made therein are made under penalty of perjury.

**TRAFFIC SIGNAL AND LIGHTING PROJECT
AT THE INTERSECTION OF
42nd AVENUE AND LIMA HALL ROAD**

PROJECT NO. C0-0537

PROPOSAL

ITEM No.	ITEM CODE	ITEM	UNIT	ESTIMATED QUANTITY	ITEM PRICE (IN FIGURES)	TOTAL (IN FIGURES)
1	120100	TRAFFIC CONTROL SYSTEM	LS	1	2500,-	2500.-
2	860201	SIGNAL AND LIGHTING	LS	1	140,000	140,000.-
3	066102	DUST ABATEMENT	LS	1	500,-	500.-
4	074020	WATER POLLUTION CONTROL	LS	1	700,-	700.-
5	840519	THERMOPLASTIC CROSSWALK AND PAVEMENT MARKING	SQFT	900	2.70 ⁰⁰ / ₁₀₀	2,430.00
6	150717	REMOVE TRAFFIC STRIPE AND PAVEMENT MARKING	SQFT	200	8.60 ⁰⁰ / ₁₀₀	1,720.00
7	840656	PAINT TRAFFIC STRIPE (2-COAT)	LF	4,400	.25 ⁰⁰ / ₁₀₀	1,100.00
8	151281	REMOVE AND SALVAGE ROADSIDE SIGNS	EA	4	54,-	216.00
9	066148	RELOCATE SIGNS	EA	1	133,-	133.00
10	566011	ROADSIDE SIGN - ONE POST	EA	6	176,-	1,056.00
11	850102	PAVEMENT MARKER (REFLECTIVE)	EA	90	3,-	270.00
12	017316	MINOR CONCRETE (CURB RAMP) (CRS 403 - CASE B)	EA	2	2000,-	4,000.-
13	017309	MINOR CONCRETE (TYPE "D" CURB) (CRS 204)	LF	10	34,-	340.-
14	731521	MINOR CONCRETE (SIDEWALK)	SQFT	30	8,-	240.-
15	000003	REMOVE EXISTING MEDIAN AND PAVEMENT, AND RECONSTRUCT PER DETAIL "A"	LS	1	2000,-	2,000.-
16	160120	REMOVE TREE	EA	1	750,-	750.-

PROJECT TOTAL: One hundred and fifty seven thousand, Nine \$ 157,955.00
ITEMS 1-16 "WORDS" hundred and fifty five dollars and NO cents.

BIDDER DATA:

Name of Bidder Western States Construction, Inc.

Type of Organization Corporation

Person(s) Authorized to Sign for Bidder Joseph Karaki - President

Address 4887 E. LA PALMA Avenue. Suite #707.

Anaheim, CA 92807 Phone (714) 695-9300

Contractor's License 723721 "A" & "B"
Type & Number

Expiration Date 6/30/2012

8. **DESIGNATION OF SUBCONTRACTORS:** Contractor submits the following complete list of each subcontractor who will perform work or labor or render service in or about the construction in an amount in excess of 1/2 of 1% of the total bid.

<u>ITEM</u>	<u>SUBCONTRACTOR</u>	<u>ADDRESS</u>	<u>LICENSE NO.</u>
5, 6, 7, 8, 9, 10, 11	SCI Pavement	1450 N. Fitzgerald Ave. Rialto, CA 92376	950531

Percent of work to be performed by sub-contractors: 3 %
(Note: 50% of the work required to be performed by general contractor)

IN WITNESS WHEREOF Contractor executed this Proposal as of the date set forth on Page 1 of this proposal.

Western States Construction, Inc.

[Signature]
TITLE President



AFFIDAVIT FOR INDIVIDUAL CONTRACTORS

N/A

declares as follows:

That he or she is the party making the foregoing proposal or bid; that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the County of Riverside or anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

I declare, under penalty of perjury, that the foregoing is true and correct.

Dated this N/A (day) of (month),
 (year) at , California

Signature of affiant: N/A

Note: Notarization of signature required

AFFIDAVIT FOR CORPORATE CONTRACTOR

Joseph Karaki

declares as follows:

That he or she is President of Western States Construction, Inc. a corporation which is the party making the foregoing proposal or bid; that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the County of Riverside or anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

I declare, under penalty of perjury, that the foregoing is true and correct.

Dated this 14th (day) of January (month), 2011 (year)
at Orange County, California

Signature of affiant:

[Handwritten Signature] President

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

Note: Notarization of signature required

State of California
 County of Orange
 On Jan 4 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 whose name is 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 [Handwritten Signature] (Seal)
 Name: Tiffany Vaisanen
 My Commission Expires: Aug 22, 2014



BID BOND

Recitals:

1. WESTERN STATES CONSTRUCTION, INC. "Contractor", has submitted his Contractor's Proposal to County of Riverside, "County", for the construction of public work for TRAFFIC SIGNAL AND LIGHTING PROJECT in accordance with a Notice Inviting Bids of County dated JANUARY 5, 2011.
2. WESTERN SURETY COMPANY a SOUTH DAKOTA corporation, hereafter called "Surety", is the surety of this Bond.

Agreement:

We, Contractor as principal and Surety as surety, jointly and severally agree and state as follows:

1. The amount of the obligation of this bond is 10% of the amount of the Contractor's Proposal, including bid alternates, and inures to the benefit of County.
2. This Bond is exonerated by (1) County rejecting said Proposal or, in the alternate, (2) if said Proposal is accepted, Contractor executes the Agreement and furnishes the Bonds as agreed to in its Proposal, otherwise it remains in full force and effect for the recovery of loss, damage and expense of County resulting from failure of Contractor to act as agreed to in its Proposal. Some types of possible loss, damage and expense are specified in the Contractor's Proposal.
3. Surety, for value received, stipulates and agrees that its obligations hereunder shall in no way be impaired or affected by any extension of time within which County may accept the Proposal and waives notice of any such extension.
4. This Bond is binding on our heirs, executors, administrators, successors and assigns.

Dated: JANUARY 3, 2011

WESTERN SURETY COMPANY

WESTERN STATES CONSTRUCTION, INC.

By [Signature]
Title: Attorney in Fact
"Surety"

By [Signature]
Title: President
"Contractor"

JEREMY RENDERGAST

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: All signatures must be notarized

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of RIVERSIDE

On 1/3/11 before me, R. NAPPI "NOTARY PUBLIC"
(Here insert name and title of the officer)

personally appeared JEREMY PENDERGAST

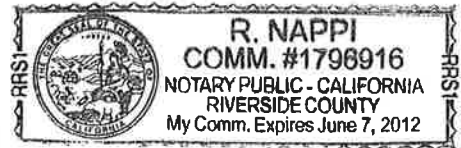
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s),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

<p style="text-align: center;">DESCRIPTION OF THE ATTACHED DOCUMENT</p> <p>_____</p> <p style="text-align: center;"><small>(Title or description of attached document)</small></p> <p>_____</p> <p style="text-align: center;"><small>(Title or description of attached document continued)</small></p> <p>Number of Pages _____ Document Date _____</p> <p>_____</p> <p style="text-align: center;"><small>(Additional information)</small></p>

<p style="text-align: center;">CAPACITY CLAIMED BY THE SIGNER</p> <p><input type="checkbox"/> Individual (s)</p> <p><input type="checkbox"/> Corporate Officer</p> <p>_____</p> <p style="text-align: center;"><small>(Title)</small></p> <p><input type="checkbox"/> Partner(s)</p> <p><input type="checkbox"/> Attorney-in-Fact</p> <p><input type="checkbox"/> Trustee(s)</p> <p><input type="checkbox"/> Other _____</p>

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

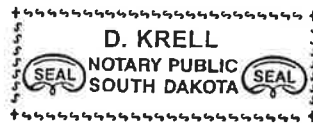
Paul T. Bruflat, Senior Vice President

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 3rd day of January, 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](#)
