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



ITEM: 3.14 (ID # 11591)

**MEETING DATE:** 

Tuesday, February 4, 2020

FROM: TLMA-TRANSPORTATION:

SUBJECT: TRANSPORTATION AND LAND MANAGEMENT AGENCY/TRANSPORTATION DEPARTMENT: Accept the Low Bid and Award the Contract for the Construction of the Fiscal Year 2019-2020 Curb Ramp Accessibility Project at various locations within Riverside County. Districts 1, 2, and 3. [\$1,010,000 Total - 100% Local Funds]

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

- 1. Accept the low bid of Onyx Paving Company, Inc. of Anaheim, California in the amount of \$1,010,000;
- 2. Award the contract to Onyx Paving Company, Inc. and authorize the Chairman of the Board to execute the contract documents; and
- 3. Approve the project proposed budget as shown on Attachment "A".

**ACTION:Policy** 

Patricia Romo, Director of Transportation ) 1/6/202

#### MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Perez, seconded by Supervisor Jeffries and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes:

Jeffries, Spiegel, Washington, Perez and Hewitt

Nays:

None

Absent:

None

Date:

February 4, 2020

XC:

Transp.

Clerk of the Board

Kecia R. Harper

Deputy

3.14

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

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ 1,010,000	\$ 0	\$ 1,010,000	\$ 0
NET COUNTY COST	\$0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS (18%), Measure A / We used in this project.			nds Budget Adju	
			For Fiscal Y	

C.E.O. RECOMMENDATION: Approve

#### **BACKGROUND:**

#### Summary

By Minute Order dated October 22, 2019 (Agenda Item 3.22), the County of Riverside (County) Board of Supervisors authorized the Clerk of the Board to advertise for the construction of the Fiscal Year 2019-2020 Curb Ramp Accessibility Project at various locations in the communities of Woodcrest, Highgrove, Lake Hills, Temescal Valley, Horsethief Canyon, French Valley, and the unincorporated areas of Menifee and Temecula.

The project includes reconstructing or upgrading two-hundred and six (206) existing concrete curb ramps at various locations within the County of Riverside and as part of the Transportation Department's goal to provide safe and usable pedestrian facilities for all pedestrians and to comply with Title II of the Americans with Disabilities Act (ADA) requirements. As part of the ADA requirement, curb ramps must be upgraded when adjoining roads are altered through resurfacing or placement of a thick layer of seal coat. The specific curb ramp locations are listed in "Attachment 1".

The curb ramp upgrades within these districts coincide with the proposed slurry seal projects for fiscal year 2019-2020 Districts 1, 2, and 3, which will be applied after the curb ramp work is complete. For Districts 4 and 5, similar work for curb ramp upgrades and application of slurry seal will be completed but on separate projects.

On March 12, 2013 (agenda item 3.50), the Riverside County Board of Supervisors approved Resolution No. 2013-024 adopting the "Americans with Disabilities Act (ADA) Self-Evaluation and Transition Plan for Access in the Public Road Right-of-Way" prepared by the Transportation Department.

The Transportation Department is responsible for administering the ADA compliance program for accessible pedestrian facilities within the public road right-of-way.

The Curb Ramp Accesibility project will consist of modifying or removing existing concrete curb ramps, and placing back ADA compliant concrete curb ramps. Additionally, upgrades to

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

existing curb ramps will consist of installing yellow detectable warning devices typically consisting of a series of small bumps (or truncated domes) and repairs to street landing slopes to meet ADA compliance. Detectable warning devices alert pedestrians who are blind or visually impaired that there is passing traffic.

The contract includes one base bid schedule of work:

Base Bid: Curb Ramp Accessibility Project, FY 2019-2020, Districts 1, 2, and 3

The County of Riverside Transportation Department (Transportation Department) recommends award of the Contract in the amount of \$1,010,000.

The contractor, Onyx Paving Company, Inc., is qualified to perform the work as outlined in the bid, has executed the contract, and has provided bonds and insurance documents which meet the requirements of the Contract.

Project Nos.: D0-0006, District 1

D0-0007, District 2 D0-0008, District 3

#### **Impact on Residents and Businesses**

The curb ramps accessibility project is expected to improve access and safety of pedestrians with disabilities. In addition, bringing the curb ramps up to current accessibility standards contributes toward fulfilling the Transportation Department's goals as stated in its ADA Self-Evaluation and Transition Plan for Access in the Public Road Right-of-Way as required by Title II of the Americans with Disabilities Act.

The work is scheduled to begin in March 2020 and will take approximately three months to complete.

# SUPPLEMENTAL:

#### **Additional Fiscal Information**

Construction is expected to begin and finish in FY 2019/20 and will be funded with Gas Tax / HUTA, Gas Tax / SB-1, and Measure A / Western funds.

The proposed budget as shown on Attachment "A" includes Contract award amount and other associated costs.

There are no General Funds used in this project.

#### **Contract History and Price Reasonableness**

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Four (4) bids were received ranging from \$1,010,000 to \$1,345,790. The basis for the selection of a bid is the lowest responsive and responsible bid.

All received bids were responsive to the bidding requirements set forth for the project. The lowest responsible bid was submitted by Onyx Paving Company Inc. in the amount of \$1,010,000 which is \$67,400 (6.2%) below the Engineer's Estimate.

The Transportation Department recommends the award of the contract to the lowest responsive and responsible contractor, Onyx Paving Company, Inc. for a total amount of \$1,010,000.

#### **ATTACHMENTS:**

Vicinity Map
Attachment 1 – List of Curb Ramps
Attachment A
Summary of Bids
Contract/Bonds/Insurance
Contractor's Bid Proposal

Jason Farin, Senior Management Analyst

1/29/2020

Gregory V. Priagros, Director County Counsel

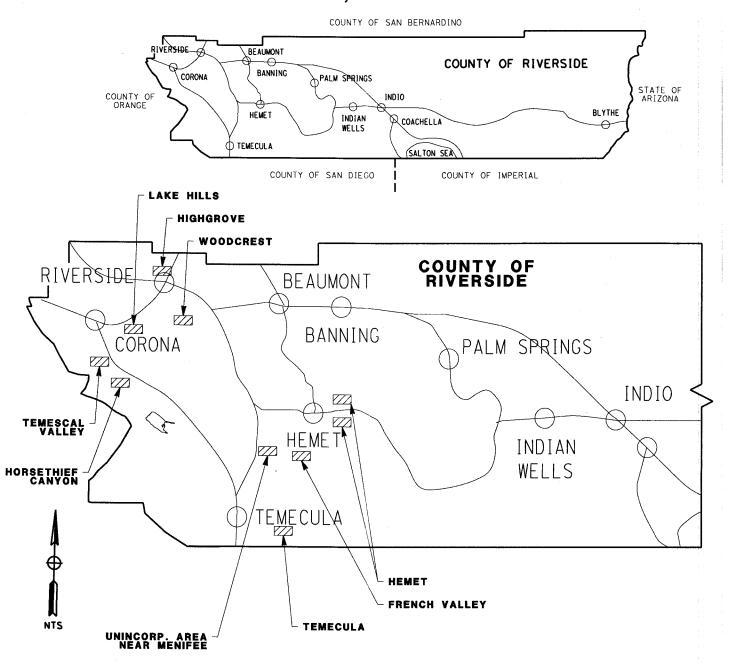
1/20/2020

# COUNTY OF RIVERSIDE TRANSPORTATION DEPARTMENT

# **CURB RAMP ACCESSIBILITY PROJECT**

**FOR FISCAL YEAR 2019 - 2020** 

DISTRICT 1, PROJECT No. D0-0006 DISTRICT 2, PROJECT No. D0-0007 DISTRICT 3, PROJECT No. D0-0008



# VICINITY MAP

# **Attachment "A"**

Riverside County Transportation Department

Page 1

Project:

CURB RAMP ACCESSIBILITY PROJECT - FY2019/2020 PART I

1ST DISTRICT - D0-0006

Project No.(s): 2ND DISTRICT - D0-0007 3RD DISTRICT - D0-0008

Project	Costs	and I	Budget

Activity	Incurred Costs	Projected Costs	Total Costs	Existing Budget	Proposed Budget
Preliminary Survey					
Environmental	558	442	1,000	1,000	1,000
Design	135,549	4,451	140,000	74,000	140,000
Right-of-way					
Utilities	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	in the second processing the second s	2. gen (2. 1. 5. 1. 5. 1. 5. 1. 5. 1. 5. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1.	and the Committee of the Section of the Committee of the	a, Park i i faja ayay ya i isana ka
Construction		1,010,000			
Construction Contingency 10%		101,000	1,111,000	1,011,000	1,111,000
Construction Engineering & Inspection		155,540	155,540	156,000	156,000
Construction Survey	1		and the second section of the second section of the second second section of the second secon	19,000	n Al-Syp. I de Telego I cette no
Totals:	136,107	1,271,433	1,407,540	1,261,000	1,408,000

Project Funding

Code	Name		Existing Budget	Proposed Budget
221	Gas Tax / HUTA		147,000	148,000
223	Gas Tax / SB-1		41,000	187,000
300	Measure A/Western		1,073,000	1,073,000
		Totals	1,261,000	1,408,000

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Co	mn	ner	nte

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# CURB RAMP ACESSISBILITY PROJECT, FY 2019-2020 LIST OF CURB RAMPS

No.	DIST.	RAMP#	MAJOR STREET	MINOR STREET	CORNER	TREATMENT
1	1	33A - 068A	KNABE ROAD	WHITE SAGE ST	S	FULL RECONSTRUCTION
2	1	33A - 068B	KNABE ROAD	WHITE SAGE ST	W	FULL RECONSTRUCTION
3	1	33A - 103A	WHITE SAGE ST	SILVER DOLLAR ST	E	FULL RECONSTRUCTION
4	1	33A - 103B	WHITE SAGE ST	SILVER DOLLAR ST	<b>S</b>	FULL RECONSTRUCTION
5	1	33B - 22A	CANYON VIEW DR	CREST VIEW DR	NW	FULL RECONSTRUCTION
6	1	33B - 22B	CANYON VIEW DR	CREST VIEW DR	sw	FULL RECONSTRUCTION
7	1	33B - 23A	CANYON VIEW DR	FLINTRIDGE LANE	NW	FULL RECONSTRUCTION
8	1	33B - 23B	CANYON VIEW DR	FLINTRIDGE LANE	sw	FULL RECONSTRUCTION
9	1	33B - 24A	CANYON VIEW DR	LEMONWOOD DR	N	FULL RECONSTRUCTION
10	1	33B - 24B	CANYON VIEW DR	LEMONWOOD DR	W	FULL RECONSTRUCTION
11	1	33B - 27A	CLAY CANYON DR	CANYON VIEW DR	NW	FULL RECONSTRUCTION
12	1	33B - 27B	CLAY CANYON DR	CANYON VIEW DR	NE	FULL RECONSTRUCTION
13	1	33B - 27C	CLAY CANYON DR	CANYON VIEW DR	SE	FULL RECONSTRUCTION
14	1	33B - 27D	CLAY CANYON DR	CANYON VIEW DR	sw	FULL RECONSTRUCTION
15	1	33B - 29A	CLAY CANYON DR	CREST VIEW DR	N	FULL RECONSTRUCTION
16	1	33B - 29B	CLAY CANYON DR	CREST VIEW DR	Е	FULL RECONSTRUCTION
17	1	33B - 30A	CLAY CANYON DR	DEERWEED CIR	NE	FULL RECONSTRUCTION
18	1	33B - 30B	CLAY CANYON DR	DEERWEED CIR	SE	FULL RECONSTRUCTION
19	1	33B - 32A	CLAY CANYON DR	JAMESON RD	S	FULL RECONSTRUCTION
20	1	33B - 32B	CLAY CANYON DR	JAMESON RD	W	FULL RECONSTRUCTION
21	1	33B - 33A	CLAY CANYON DR	ROLLING HILLS DR	N	FULL RECONSTRUCTION
22	1	33B - 33B	CLAY CANYON DR	ROLLING HILLS DR	W	FULL RECONSTRUCTION
23	1	33B - 34A	CLAY CANYON DR	SUNROSE ST	N	FULL RECONSTRUCTION
24	1	33B - 34B	CLAY CANYON DR	SUNROSE ST	E	FULL RECONSTRUCTION
25	1	33B - 34C	CLAY CANYON DR	SUNROSE ST	S	FULL RECONSTRUCTION
26	1	33B - 34D	CLAY CANYON DR	SUNROSE ST	w	FULL RECONSTRUCTION
27	1	33B - 35A	CLAY CANYON DR	WOODVIEW DR	NW	FULL RECONSTRUCTION
28	1	33B - 35B	CLAY CANYON DR	WOODVIEW DR	SW	FULL RECONSTRUCTION
29	1	33B - 43A	COFFEE BERRY CIR	ARROWLEAF CIR	N	FULL RECONSTRUCTION
30	1	33B - 43B	COFFEE BERRY CIR	ARROWLEAF CIR	E	FULL RECONSTRUCTION
31	1	33B - 44A	COFFEE BERRY CIR	DEERWEED CIR	N	FULL RECONSTRUCTION
32	1	33B - 44B	COFFEE BERRY CIR	DEERWEED CIR	E	FULL RECONSTRUCTION
33	1	33B - 44C	COFFEE BERRY CIR	DEERWEED CIR	\$	FULL RECONSTRUCTION
34	1	33B - 44D	COFFEE BERRY CIR	DEERWEED CIR	W	FULL RECONSTRUCTION
35	1	33B - 45A	CREST VIEW DR	GREEN TREE CT	Е	FULL RECONSTRUCTION
36	1	33B - 45B	CREST VIEW DR	GREEN TREE CT	S	FULL RECONSTRUCTION
37	1	33B - 63A	KNABE RD	CLAY CANYON DR	NW	PROTECT IN PLACE / UPGRADE
38	1	33B - 63B	KNABE RD	CLAY CANYON DR	NE	PROTECT IN PLACE / UPGRADE
39	1	33B - 63C	KNABE RD	CLAY CANYON DR	SE	PROTECT IN PLACE / UPGRADE
40	1	33B - 63D	KNABE RD	CLAY CANYON DR	SW	PROTECT IN PLACE / UPGRADE
41	1	33B - 87A	SUGARCANE CT	CANYON VIEW DR	E	FULL RECONSTRUCTION
42	1	33B - 87B	SUGARCANE CT	CANYON VIEW DR	S	FULL RECONSTRUCTION
43	1	33B - 93A	SUNROSE ST	ROSILLA CT	E	FULL RECONSTRUCTION
44	1	33B - 93B	SUNROSE ST	ROSILLA CT	S	FULL RECONSTRUCTION

# CURB RAMP ACESSISBILITY PROJECT, FY 2019-2020 LIST OF CURB RAMPS

No.	DIST.	RAMP#	MAJOR STREET	MINOR STREET	CORNER	TREATMENT
45	1	33B - 94A	SUNROSE ST	TRUMPETS CT	Е	FULL RECONSTRUCTION
46	1	33B - 94B	SUNROSE ST	TRUMPETS CT	S	FULL RECONSTRUCTION
47	1	33C - 031A	CLAY CANYON DR	GOLDEN LOCUST DR	NW	FULL RECONSTRUCTION
48	1	33C - 031B	CLAY CANYON DR	GOLDEN LOCUST DR	NE	FULL RECONSTRUCTION
49	1	33C - 049A	DESERT ACACIA LN	SILVER DOLLAR ST	N	FULL RECONSTRUCTION
50	1	33C - 049B	DESERT ACACIA LN	SILVER DOLLAR ST	E	FULL RECONSTRUCTION
51	1	33C - 049C	DESERT ACACIA LN	SILVER DOLLAR ST	<b>S</b>	FULL RECONSTRUCTION
52	1	33C - 049D	DESERT ACACIA LN	SILVER DOLLAR ST	W	FULL RECONSTRUCTION
53	1	33C - 065A	KNABE ROAD	DESERT ACACIA LN	S	FULL RECONSTRUCTION
54	1	33C - 079A	SILVER DOLLAR ST	LANTANA DR	NW	FULL RECONSTRUCTION
55	1	33C - 079B	SILVER DOLLAR ST	LANTANA DR	SW	FULL RECONSTRUCTION
56	1	33C - 080A	SILVER DOLLAR ST	SYDNEY BLUE CIR	S	FULL RECONSTRUCTION
57	1	33C - 080B	SILVER DOLLAR ST	SYDNEY BLUE CIR	W	FULL RECONSTRUCTION
58	1	33C - 101A	WHITE SAGE ST	DESERT ACACIA LN	E	FULL RECONSTRUCTION
59	1	33C - 101B	WHITE SAGE ST	DESERT ACACIA LN	S	FULL RECONSTRUCTION
60	1	33C - 102A	WHITE SAGE ST	LANTANA DR	NE	FULL RECONSTRUCTION
61	1	33C - 102B	WHITE SAGE ST	LANTANA DR	SE	FULL RECONSTRUCTION
62	1	33C - 105E	KNABE RD	CLAY CANYON DR	W	FULL RECONSTRUCTION
63	1	33C - 105F	KNABE RD	CLAY CANYON DR	N	PROTECT IN PLACE / UPGRADE
64	1	35B - 133A	TEMESCAL CANYON RD	EARTHMOVER CIR	S	FULL RECONSTRUCTION
65	1	35B - 133B	TEMESCAL CANYON RD	EARTHMOVER CIR	W	FULL RECONSTRUCTION
66	1	35B - 134A	TEMESCAL CANYON RD	LESTER CIRCLE	W	FULL RECONSTRUCTION
67	1	35B - 134B	TEMESCAL CANYON RD	LESTER CIRCLE	S	FULL RECONSTRUCTION
68	2	23A - 005B	HARVILL LN	TEHAMA CIR	E	FULL RECONSTRUCTION
69	2	23A - 005C	HARVILL LN	TEHAMA CIR	S	FULL RECONSTRUCTION
70	2	44A - 40A	MONT MARTRE AVE	CLIFFHILL PLACE	W	FULL RECONSTRUCTION
71	2	44A - 01A	AVIGNON COURT	LA CIOLTAT WAY	NW	FULL RECONSTRUCTION
72	2	44A - 01B	AVIGNON COURT	LA CIOLTAT WAY	NE	FULL RECONSTRUCTION
73	2	44A - 02A	AVIGNON COURT	SAN REMO WY	Е	FULL RECONSTRUCTION
74	2	44A - 02B	AVIGNON COURT	SAN REMO WY	S	FULL RECONSTRUCTION
75	2	44A - 03A	AVIGNON COURT	TOULON CT	NW	FULL RECONSTRUCTION
76	2	44A - 03B	AVIGNON COURT	TOULON CT	NE	FULL RECONSTRUCTION
77	2	44A - 47A	TOLOUSE AVE	SAN REMO WAY	NW	FULL RECONSTRUCTION
78	2	44A - 47B	TOLOUSE AVE	SAN REMO WAY	NE	FULL RECONSTRUCTION
79	3	107A - 143A	RHINE ST	YUKON CT	NW	FULL RECONSTRUCTION
80	3	107A - 143B	RHINE ST	YUKON CT	sw	FULL RECONSTRUCTION
81	3	107A - 150A	SAVANNAH WAY	THAMES CT	SE	FULL RECONSTRUCTION
82	3	107A - 150B	SAVANNAH WAY	THAMES CT	sw	FULL RECONSTRUCTION
83	3	107A - 175A	VOLGA ST	PEARL CT	<b>N</b>	FULL RECONSTRUCTION
84	3	107A - 175B	VOLGA ST	PEARL CT	W	FULL RECONSTRUCTION
85	3	107A - 19A	AMAZÓN ST	LOIRE COURT	<b>S</b>	FULL RECONSTRUCTION
86	3	107A - 19B	AMAZON ST	LOIRE COURT	W	PROTECT IN PLACE / UPGRADE
87	3	107A - 20A	AMAZON ST	MEKONG ST	SE	FULL RECONSTRUCTION
88	3	107A - 20B	AMAZON ST	MEKONG ST	sw	PROTECT IN PLACE / UPGRADE

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# CURB RAMP ACESSISBILITY PROJECT, FY 2019-2020 LIST OF CURB RAMPS

No.	DIST.	RAMP#	MAJOR STREET	MINOR STREET	CORNER	TREATMENT
89	3	107A - 21A	AMAZON ST	PENANG DR	s	PROTECT IN PLACE / UPGRADE
90	3	107A - 21B	AMAZON ST	PENANG DR	W	FULL RECONSTRUCTION
91	3	107A - 22A	AMAZON ST	RHINE ST	NE	FULL RECONSTRUCTION
92	3	107A - 22B	AMAZON ST	RHINE ST	NW	FULL RECONSTRUCTION
93	3	107A - 22C	AMAZON ST	RHINE ST	SE	FULL RECONSTRUCTION
94	3	107A - 22D	AMAZON ST	RHINE ST	sw	FULL RECONSTRUCTION
95	3	107A - 23A	AMAZON ST	SAVANNAH WAY	\$	PROTECT IN PLACE / UPGRADE
96	3	107A - 23B	AMAZON ST	SAVANNAH WAY	W	FULL RECONSTRUCTION
97	3	107A - 25A	AMAZON ST	VOLGA ST	NE	FULL RECONSTRUCTION
98	3	107A - 25B	AMAZON ST	VOLGA ST	NW	FULL RECONSTRUCTION
99	3	107A - 25C	AMAZON ST	VOLGA ST	SE	FULL RECONSTRUCTION
100	3	107A - 25D	AMAZON ST	VOLGA ST	sw	FULL RECONSTRUCTION
101	3	107A - 77A	FAIRVIEW AVE	RHINE ST	SE	FULL RECONSTRUCTION
102	3	107A - 77B	FAIRVIEW AVE	RHINE ST	sw	FULL RECONSTRUCTION
103	3	107A - 81A	FAIRVIEW AVE	VOLGA ST	SE	PROTECT IN PLACE / UPGRADE
104	3	107A - 81B	FAIRVIEW AVE	VOLGA ST	sw	FULL RECONSTRUCTION
105	3	112A - 121A	MEKONG ST	GANGES LN	NE	FULL RECONSTRUCTION
106	3	112A - 121B	MEKONG ST	GANGES LN	SE	PROTECT IN PLACE / UPGRADE
107	3	112A - 135A	ORINOCO LANE	BRAZOS COURT	NE	PROTECT IN PLACE / UPGRADE
108	3	112A - 135B	ORINOCO LANE	BRAZOS COURT	NW	FULL RECONSTRUCTION
109	3	112A - 136A	ORINOCO LANE	MEKONG ST	NE	FULL RECONSTRUCTION
110	3	112A - 136B	ORINOCO LANE	MEKONG ST	NW	FULL RECONSTRUCTION
111	3	112A - 137A	ORINOCO LANE	NIAGRA COURT	NE	PROTECT IN PLACE / UPGRADE
112	3	112A - 137B	ORINOCO LANE	NIAGRA COURT	NW	PROTECT IN PLACE / UPGRADE
113	3	112A - 140A	PENANG DR	GANGES LANE	NW	PROTECT IN PLACE / UPGRADE
114	3	112A - 140B	PENANG DR	GANGES LANE	sw	FULL RECONSTRUCTION
115	3	112A - 142A	RHINE ST	ORINOCO LANE	NE	FULL RECONSTRUCTION
116	3	112A - 142B	RHINE ST	ORINOCO LANE	NW	PROTECT IN PLACE / UPGRADE
117	3	112A - 24A	AMAZON ST	SOPWITH DR	NE	PROTECT IN PLACE / UPGRADE
118	3	112A - 24B	AMAZON ST	SOPWITH DR	SE	PROTECT IN PLACE / UPGRADE
119	3	112A - 78A	FAIRVIEW AVE	SOPWITH DR	NW	FULL RECONSTRUCTION
120	3	112A - 78B	FAIRVIEW AVE	SOPWITH DR	sw	PROTECT IN PLACE / UPGRADE
121	3	116A - 049A	COLUMBIA ST	REDEN CT	NW	FULL RECONSTRUCTION
122	3	116A - 049B	COLUMBIA ST	REDEN CT	sw	FULL RECONSTRUCTION
123	3	116A - 050A	BANCROFT WAY	MERIDIAN ST	NW	FULL RECONSTRUCTION
124	3	116A - 051A	ROGER ST	JENNIFER AVE	SE	FULL RECONSTRUCTION
125	3	116A - 055A	SHADOW MOUNTAIN WAY	CORNELL ST.	NE	FULL RECONSTRUCTION
126	3	116A - 055B	SHADOW MOUNTAIN WAY	CORNELL ST.	SE	FULL RECONSTRUCTION
127	3	116A - 056A	TERRA VISTA	SHADOW MOUNTAIN WY	SE	FULL RECONSTRUCTION
128	3	116A - 056B	TERRA VISTA	SHADOW MOUNTAIN WY	sw	FULL RECONSTRUCTION
129	3	116A - 159A	SHADOW PALM WAY	SHADOW MOUNTAIN WAY	SE	FULL RECONSTRUCTION
130	3	116A - 159B	SHADOW PALM WAY	SHADOW MOUNTAIN WAY	sw	FULL RECONSTRUCTION
131	3	116A - 164A	STETSON AVE	WINDSOR COURT	SE	FULL RECONSTRUCTION
132	3	116A - 164B	STETSON AVE	WINDSOR COURT	sw	FULL RECONSTRUCTION

# CURB RAMP ACESSISBILITY PROJECT, FY 2019-2020 LIST OF CURB RAMPS

No.	DIST.	DAMP #		OF CURB RAMPS		
		RAMP#	MAJOR STREET	MINOR STREET	CORNER	TREATMENT
133	3	116B - 111A	MANCHESTER AVE	SHEFFIELD ST	SE	FULL RECONSTRUCTION
134	3	116B - 111B	MANCHESTER AVE	SHEFFIELD ST	SW	FULL RECONSTRUCTION
135	3 .	116B - 126A	MERIDIAN ST	MANCHESTER AVE	NE	FULL RECONSTRUCTION
136	3	116B - 126B	MERIDIAN ST	MANCHEST6ER AVE	SE	FULL RECONSTRUCTION
137	3	116B - 132A	NOTTINGHAM ST	LEXINGTON COURT	NE	FULL RECONSTRUCTION
138	3	116B - 132B	NOTTINGHAM ST	LEXINGTON COURT	SE	FULL RECONSTRUCTION
139	3	116B - 29A	BANCROFT WAY	NOTTINGHAM ST	NE	FULL RECONSTRUCTION
140	3	116B - 29B	BANCROFT WAY	NOTTINGHAM ST	NW	FULL RECONSTRUCTION
141	3	116B - 30A	BANCROFT WAY	SHEFFIELD ST	NE	FULL RECONSTRUCTION
142	3	116B - 30B	BANCROFT WAY	SHEFFIELD ST	NW	FULL RECONSTRUCTION
143	3	116B - 89A	HEMET ST	BANCROFT WAY	NW	FULL RECONSTRUCTION
144	3	116B - 89B	HEMET ST	BANCROFT WAY	sw	FULL RECONSTRUCTION
145	3	121C - 087A	WOODBINE LN	LINDERBERGER RD	sw	PROTECT IN PLACE / UPGRADE
146	3	121C - 087B	WOODBINE LN	LINDERBERGER RD	NW	PROTECT IN PLACE / UPGRADE
147	3	121C - 089A	OBSIDIAN CT	LINDERBERGER RD	NW	PROTECT IN PLACE / UPGRADE
148	3	121C - 089B	OBSIDIAN CT	LINDERBERGER RD	sw	PROTECT IN PLACE / UPGRADE
149	3	121C - 117A	TULITA LN	MENIFEE RD	SE	PROTECT IN PLACE / UPGRADE
150	3	121C - 117B	TULITA LN	MENIFEE RD	NE	FULL RECONSTRUCTION
151	3	121C - 123B	JADE ST	MENIFEE RD	NE	FULL RECONSTRUCTION
152	3	121C - 123C	JADE ST	MENIFEE RD	SE	PROTECT IN PLACE / UPGRADE
153	3	122A - 01A	COVENTRY LN	LAMBETH ST	NW	PROTECT IN PLACE / UPGRADE
154	3	122A - 01B	COVENTRY LN	LAMBETH ST	SW	PROTECT IN PLACE / UPGRADE
155	3	122A - 02A	FIELDS DR	BROOKRIDGE LN	S	FULL RECONSTRUCTION
156	3	122A - 02B	FIELDS DR	BROOKRIDGE LN	W	FULL RECONSTRUCTION
157	3	122A - 03A	FIELDS DR	KOON ST	sw	PROTECT IN PLACE / UPGRADE
158	3	122A - 04A	FIELDS DR	LAMBETH ST	NE	PROTECT IN PLACE / UPGRADE
159	3	122A - 04B	FIELDS DR	LAMBETH ST	SE	FULL RECONSTRUCTION
160	3	122A - 05A	FIELDS DR	SHEPARD CT	N	PROTECT IN PLACE / UPGRADE
161	3	122A - 05B	FIELDS DR	SHEPARD CT	E .	FULL RECONSTRUCTION
162	3	122A - 06A	FIELDS DR	WESTPORT WAY	N	FULL RECONSTRUCTION
163	3	122A - 06B	FIELDS DR	WESTPORT WAY	Е	FULL RECONSTRUCTION
164	3	122A - 07A	FIELDS DR	WOODMAR WAY	S	PROTECT IN PLACE / UPGRADE
165	3	122A - 07B	FIELDS DR	WOODMAR WAY	W	PROTECT IN PLACE / UPGRADE
166	3	122A - 08A	HILLINGDON CT	CLOVERDALE CT	N	PROTECT IN PLACE / UPGRADE
167	3	122A - 08B	HILLINGDON CT	CLOVERDALE CT	Е	PROTECT IN PLACE / UPGRADE
168	3	122A - 11A	SHEPHARD CT	HILLINGDON CT	E	PROTECT IN PLACE / UPGRADE
169	3	122A - 11B	SHEPHARD CT	HILLINGDON CT	S	PROTECT IN PLACE / UPGRADE
170	3	122A - 12A	WALTHAM PL	NEWHAM CT	NW	FULL RECONSTRUCTION
171	3	122A - 12B	WALTHAM PL	NEWHAM CT	sw	FULL RECONSTRUCTION
172	3	122A - 14A	WESTPORT WAY	COVENTRY LN	N	PROTECT IN PLACE / UPGRADE
173	3	122A - 14B	WESTPORT WAY	COVENTRY LN	w	FULL RECONSTRUCTION
174	3	122A - 16A	WOODSHIRE DR	NORTHHAVEN DR	NE	PROTECT IN PLACE / UPGRADE
175	3	122A - 16B	WOODSHIRE DR	NORTHHAVEN DR	SE	PROTECT IN PLACE / UPGRADE
176	3	122A - 17B	WOODSHIRE DR	RAEBURN DR	sw	FULL RECONSTRUCTION
mer or land	dendare on organizations	and the second of the second	THE WORLD'S CONTRACT A CONTRACT OF THE PARTY	IVALDOMIN DIX	UVV	I OLE NEGONOTROCTION

Page 4 of 5

# CURB RAMP ACESSISBILITY PROJECT, FY 2019-2020 LIST OF CURB RAMPS

No.	DIST.	RAMP#	MAJOR STREET	MINOR STREET	CORNER	TREATMENT
177	3	122A - 18B	WOODSHIRE DR	WALTHAM PL	SE	FULL RECONSTRUCTION
178	3	122C-124A	SUMMERSWEET DR	ARBONIA CT	SE	FULL RECONSTRUCTION
179	3	122C-124B	SUMMERSWEET DR	ARBONIA CT	sw	FULL RECONSTRUCTION
180	3	122C-125A	SUMMERSWEET DR	WASHINGTON ST	NW	PROTECT IN PLACE / UPGRADE
181	3	122C-125B	SUMMERSWEET DR	WASHINGTON ST	sw	PROTECT IN PLACE / UPGRADE
182	3	133C - 003A	BREEZEWAY PL	TEMECULA CREEK RD	NE	PROTECT IN PLACE / UPGRADE
183	3	133C - 003B	BREEZEWAY PL	TEMECULA CREEK RD	NW	PROTECT IN PLACE / UPGRADE
184	3	133C - 004A	BREEZEWAY PL	TURTLE CREEK ST	NE	PROTECT IN PLACE / UPGRADE
185	3	133C - 004B	BREEZEWAY PL	TURTLE CREEK ST	NW	PROTECT IN PLACE / UPGRADE
186	3	133C - 005A	BREEZEWAY PL	TURTLE CREEK ST	sw	PROTECT IN PLACE / UPGRADE
187	3	133C - 005B	BREEZEWAY PL	TURTLE CREEK ST	SE	PROTECT IN PLACE / UPGRADE
188	3	133C - 006A	BREEZEWAY PL	TUSCAN CREEK WAY	sw	FULL RECONSTRUCTION
189	3	133C - 006B	BREEZEWAY PL	TUSCAN CREEK WAY	SE	FULL RECONSTRUCTION
190	3	133C - 007A	TUSCAN CREEK WAY	TRUTLE CREEK ST	NW	FULL RECONSTRUCTION
191	3	133C - 007B	TUSCAN CREEK WAY	TURTLE CREEK ST	NE	PROTECT IN PLACE / UPGRADE
192	3	133D - 007A	TEMECULA CREEK RD	CEDAR CREEK WAY	SE	PROTECT IN PLACE / UPGRADE
193	3	133D - 007B	TEMECULA CREEK RD	CEDAR CREEK WAY	NE	FULL RECONSTRUCTION
194	3	133D - 007C	TEMECULA CREEK RD	CEDAR CREEK WAY	NW	PROTECT IN PLACE / UPGRADE
195	3	133D - 007D	TEMECULA CREEK RD	CEDAR CREEK WAY	sw	FULL RECONSTRUCTION
196	3	133D - 014A	BLUEWOOD CIR	TURTLE CREEK ST	NE	PROTECT IN PLACE / UPGRADE
197	3	133D - 014B	BLUEWOOD CIR	TURTLE CREEK ST	NW	PROTECT IN PLACE / UPGRADE
198	3	133D - 014C	BLUEWOOD CIR	TURTLE CREEK ST	SE	PROTECT IN PLACE / UPGRADE
199	3	133D - 014D	BLUEWOOD CIR	TURTLE CREEK ST	sw	PROTECT IN PLACE / UPGRADE
200	3	133D - 016B	PACIFIC SUNSET DR	TEMECULA CREEK RD	NW	PROTECT IN PLACE / UPGRADE
201	3	133D - 017A	COUNTRY RIDGE CT	TURTLE CREEK ST	NE	FULL RECONSTRUCTION
202	3	133D - 017B	COUNTRY RIDGE CT	TURTLE CREEK ST	NW	FULL RECONSTRUCTION
203	3	133D - 019A	HORIZON VIEW ST	TURTLE CREEK ST	NE	PROTECT IN PLACE / UPGRADE
204	3	133D - 019B	HORIZON VIEW ST	TURTLE CREEK ST	NW	PROTECT IN PLACE / UPGRADE
205	3	133D - 019C	HORIZON VIEW ST	TURTLE CREEK ST	sw	PROTECT IN PLACE / UPGRADE
206	3	133D - 019D	HORIZON VIEW ST	TURTLE CREEK ST	SE	PROTECT IN PLACE / UPGRADE

Rivers Summ	Riverside County Summary of Bids	ity Transportation Department ds		PROJECT:	PROJECT: Curb Ramp Accessibility Project For Fiscal Year 2019 - 2020	ibility Project 9 - 2020		
Advertis Addendi Bids Op	Advertised: Octobe Addenda: None Bids Open: 2 pm	Advertised: October 22, 2019 (Agenda Ítem: 3.22) Addenda: None Bids Open: 2 pm Date: Wednesday, November 13, 2019			District 1, Project No. D0-0006 District 2, Project No. D0-0007 District 3, Project No. D0-0008	lo. D0-0006 lo. D0-0007 lo. D0-0008		1 <b>1</b>
BASE BID	6				COUNTY'S ESTIMATE	ESTIMATE	1 Onyx Paving Company Inc. Anaheim. CA 92806	oany Inc.
ITEM NO.	ITEM CODE	CONTRACTITEM	UNITS	QUANTITY	UNIT PRICE	ENG ESTIMATE	BID UNIT PRICE	BID ESTIMATE
<del>-</del>	0066100	DUST CONTROL	ST	1	10,000.00	10,000.00	7,600.00	7,600.00
N	120100	TRAFFIC CONTROL SYSTEM	ST	<b>←</b>	15,000.00	15,000.00	91,000.00	91,000.00
ო	130200	PREPARE WATER POLLUTION CONTROL PROGRAM	rs	<del>-</del>	5,000.00	5,000.00	8,000.00	8,000.00
4	150769	REMOVE ASPHALT CONCRETE	SQYD	240	200.00	48,000.00	55.00	13,200.00
۲ŋ	390132	HOT MIX ASPHALT (TYPE A)	NOT	72	550.00	39,600.00	300.00	21,600.00
9	017315	MINOR CONCRETE (CURB RAMP) (CRS 403 - CASE A)	EA	138	5,000.00	690,000.00	4,400.00	607,200.00
7	017316	MINOR CONCRETE (CURB RAMP) (CRS 403 - CASE B)	Ë	თ	5,000.00	45,000.00	4,400.00	39,600.00
ω	731517	MINOR CONCRETE (GUTTER)	SQFT	440	50.00	22,000.00	42.00	18,480.00
თ	017303	MINOR CONCRETE (SPANDREL) (CRS 209)	SQFT	1,160	50.00	58,000.00	42.00	48,720.00
10	731656	CURB RAMP DETECTABLE WARNING SURFACE	EA	4	1,000.00	44,000.00	1,150.00	50,600.00
	066420	ADDITIONAL GRINDING AND GROOVING(GRIND RAMP LIP AT FLOW LINE)	EA	4	200.00	800.00	1,000.00	4,000.00
12	010602	MISCELLANEOUS DITECTED WORK	Ā	<del>-</del>	100,000.00	100,000.00	100,000.00	100,000.00

	1,010,000,010	
	1,07,700,00	
PROJECT TOTAL	ITEMS 1 - 12	

Rivers Summ	Riverside County Summary of Bids	Riverside County Transportation Department Summary of Bids		PROJECT:	PROJECT: Curb Ramp Accessibility Project For Fiscal Year 2019 - 2020	ibility Project 9 - 2020		
Advertis	ed: October	Advertised: October 22, 2019 (Agenda Item: 3.22)	_		District 1, Project No. D0-0006 District 2. Project No. D0-0007	lo. D0-0006		
Addenda Bids Op	Addenda: None Bids Open: 2 pm	Date: Wednesday, November 13, 2019			District 3, Project No. D0-0008	lo. D0-0008		
Cia Hova					S&H Civilworks		Hardy & Harper, Inc.	
ITEM NO.	ITEM CODE	CONTRACT ITEM	UNITS	QUANTITY	BID UNIT PRICE	BID ESTIMATE	BID UNIT PRICE E	BID ESTIMATE
+	0066100	DUST CONTROL	S7	-	15,000.00	15,000.00	81,440.00	81,440.00
8	120100	TRAFFIC CONTROL SYSTEM	FS	-	40,000.00	40,000.00	15,000.00	15,000.00
ო	130200	PREPARE WATER POLLUTION CONTROL PROGRAM	ST	₩	18,000.00	18,000.00	5,000.00	5,000.00
4	150769	REMOVE ASPHALT CONCRETE	SQYD	240	25.00	6,000.00	35.00	8,400.00
ro.	390132	HOT MIX ASPHALT (TYPE A)	NOT	72	200.00	14,400.00	470.00	33,840.00
9	017315	MINOR CONCRETE (CURB RAMP) (CRS 403 - CASE A)	EA	138	5,000.00	00'000'069	5,200.00	717,600.00
2	017316	MINOR CONCRETE (CURB RAMP) (CRS 403 - CASE B)	EA	6	5,000.00	45,000.00	7,200.00	64,800.00
80	731517	MINOR CONCRETE (GUTTER)	SQFT	440	30.00	13,200.00	15.00	6,600.00
თ	017303	MINOR CONCRETE (SPANDREL) (CRS 209)	SQFT	1,160	30.00	34,800.00	17.00	19,720.00
10	731656	CURB RAMP DETECTABLE WARNING SURFACE	EA	44	1,000.00	44,000.00	260.00	11,440.00
	066420	ADDITIONAL GRINDING AND GROOVING(GRIND RAMP LIP AT FLOW LINE)	EA	4	1,500.00	6,000.00	900.00	3,600.00
12	010602	MISCELLANEOUS DITECTED WORK	FA	-	100,000.00	100,000.00	100,000.00	100,000.00

	1,067,440.00	
	1,026,400.00	
PROJECT TOTAL	ITEMS 1 - 12	

Copy of CurbRamps.FY19-20.Dist123.D0-0060708: Summary Web Updated: 11/13/2019

1,345,790.00

PROJECT TOTAL ITEMS 1 - 12

Rivers Summ	Riverside County Summary of Bids	ity Transportation Department ds	:	PROJECT:	PROJECT: Curb Ramp Accessibility Project For Fiscal Year 2019 - 2020	sibility Project 19 - 2020	
Advertis	ed: Octobe	Advertised: October 22, 2019 (Agenda Item: 3.22)			District 1, Project No. D0-0006 District 2, Project No. D0-0007	Vo. D0-0006 Vo. D0-0007	
Addenda: None Bids Open: 2 pm	Addenda: None Bids Open: 2 pm	Date: Wednesday, November 13, 2019			District 3, Project No. D0-0008	4o. D0-0008	
BASE BID	•				4 L.C. Paving & Sealing, Inc. Escondido, CA 92029	ng, Inc. 29	
ITEM NO.	ITEM NO. ITEM CODE	CONTRACT ITEM	UNITS	QUANTITY	BID UNIT PRICE	BID ESTIMATE	
-	0066100	DUST CONTROL	รา	<b>←</b>	10,000.00	10,000.00	
8	120100	TRAFFIC CONTROL SYSTEM	S	<del>-</del>	60,000.00	60,000.00	
ю	130200	PREPARE WATER POLLUTION CONTROL PROGRAM	rs	-	7,000.00	7,000.00	
4	150769	REMOVE ASPHALT CONCRETE	SQYD	240	54.00	12,960.00	
S	390132	HOT MIX ASPHALT (TYPE A)	NOT	72	900'00	36,000.00	
ø	017315	MINOR CONCRETE (CURB RAMP) (CRS 403 - CASE A)	EA	138	7,475.00	1,031,550.00	
7	017316	MINOR CONCRETE (CURB RAMP) (CRS 403 - CASE B)	EA	თ	3,920.00	35,280.00	
ω	731517	MINOR CONCRETE (GUTTER)	SQFT	440	21.00	9,240.00	
o .	017303	MINOR CONCRETE (SPANDREL) (CRS 209)	SQFT	1,160	21.00	24,360.00	
10	731656	CURB RAMP DETECTABLE WARNING SURFACE	E E	4	400.00	17,600.00	
7	066420	ADDITIONAL GRINDING AND GROOVING(GRIND RAMP LIP AT FLOW LINE)	E	4	450.00	1,800.00	
12	010602	MISCELLANEOUS DITECTED WORK	FA.	-	100,000.00	100,000.00	

Copy of CurbRamps.FY19-20.Dist123.D0-0060708: Summary Web Updated: 11/13/2019

### Bid

Date:	-13-1	9
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To:

County of Riverside, hereafter called "County";

Bidder:

ONUX PAVING COMPANY INC (hereafter called "Contractor")

The undersigned, Contractor, having carefully examined the site and the Contract Documents for the construction of <u>Curb Ramp Accessibility Project</u>, For Fiscal Year 2019 – 2020; <u>District 1, Project No. D0-0006</u>; <u>District 2, Project No. D0-0007</u>; <u>District 3, Project No. D0-0008</u> hereby proposes to construct the work in accordance with the Contract Documents, including Addenda Number(s) None (Fill in addenda numbers if addenda have been issued.) for the amount stated in this Bid.

By submitting this Bid, Contractor agrees with County:

- 1. That unless withdrawn in person by Contractor or some person authorized in writing by Contractor (not by telephone or facsimile) before the time specified in the Notice Inviting Bids for the public opening of bids, this Bid constitutes an irrevocable offer for 90 calendar days after that date.
- 2. County has the right to reject any or all Bids and to waive any irregularities or informalities contained in a Bid.
- 3. To execute the Contract and deliver the Performance Bond, Payment Bond and Insurance Certificate with endorsements, that comply with the requirements set forth in the Instruction to Bidders and General Conditions, within ten (10) business days of the date of the Notice of Acceptance of Bid and Intent to Award as issued by the County.
- 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 shall constitute a written memorial thereof.
- 5. To submit to the County such information as County may require determining whether a particular Bid is the lowest responsible bid submitted.
- 6. That the accompanying Bid Bond, certified check or cashier's check 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 Contract and deliver the required bonds within ten (10) business days after notice of award. If Contractor fails to execute and deliver said documents, the bond or check is to be charged with the costs of the resultant damages to the 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 for 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 Bid the Contractor certifies that the representations made therein are made under penalty of perjury.

Curb Ramp Accessibility Project For Fiscal Year 2019 - 2010 District 1, Project No. D0-0006 District 2, Project No. D0-0007 District 3, Project No. D0-0008

# **PROPOSAL**

ITEM No.	ITEM CODE	ITEM	UNIT	ESTIMATED QUANTITY	ITEM PRICE (IN FIGURES)	TOTAL (IN FIGURES)
BASE E	BID SCHEDUL	E	_			
1	066100	DUST CONTROL	LS	1	\$7,600.00	\$7,600,00
2	120100	TRAFFIC CONTROL SYSTEM	LS	1	491,000,50	\$91,000.00
3	130200	PREPARE WATER POLLUTION CONTROL PROGRAM	LS	1	\$8,000.00	\$ 8,000.m
4	150769	REMOVE ASPHALT CONCRETE	SQYD	240	\$55.00	\$ 13,900.00
5	390132	HOT MIX ASPHALT (TYPE A)	TON	72	\$ 300.00	\$21,600.00
6	017315	MINOR CONCRETE (CURB RAMP) (CRS 403 - CASE A)	EA	138	\$ 4,400.00	\$607, 200.00
7	017316	MINOR CONCRETE (CURB RAMP) (CRS 403 - CASE B)	EA	9	44,400.00	\$ 39,600,00
8	731517	MINOR CONCRETE (GUTTER)	SQFT	440	4 42.00	418,480.00
9	017303	MINOR CONCRETE (SPANDREL) (CRS 209)	SQFT	1,160	7 42.00	148,720.00
10	731656	CURB RAMP DETECTABLE WARNING SURFACE	EA	44	\$1,150.00	450,660.00
11	066420	ADDITIONAL GRINDING AND GROOVING(GRIND RAMP LIP AT FLOW LINE)	EA	4	\$1,000.00	\$ 4,000.00
12	010602	MISCELLANEOUS DITECTED WORK	FA	1	100,000.00	100,000.00



# **Bidder Data and Signature**

Name of Bidder: ONUX	PAUING COMPANY INC.
Type of organization:CORP	ORATION
Person(s) authorized to sign for Bidd	der: COREY KIRSCHNER: CEO, PRES,
president, secretary, treasurer and ma If Bidder is a <b>Co-Partnership</b> , state a composing firm. If Bidder is a sole proprietorship or a	true name of firm and also names of all individual co-partners in <b>Individual</b> , state first and last name(s) in full. than an owner, partner or corporate officer, Bid shall be
Business Street Address:	2890 E LA CRESTA AVE, ANAHEIM, CA 92800 (Please include business address even if P.O. Box is used.)
Business City, State, Zip Code:	ANAHEIM, CA 92806
P.O. Box- Number:	N/A
P.O. Box- City, State, Zip Code:	N/A
Phone: (714) 632	- 6699
Facsimile: (714) 632	- 1883
E-mail: COREY @ ONYX	PAVING. NET
	ctor's license number: <u>636360</u>
Licens	e Classification(s):
Expira	tion date: 10-31-21
Department of Industrial Relations R	Registration Number: 000004798

# **Bidder Data and Signature (continued)**

Accompanying this Bid is a certified check, cashier check or bid bond in an amount equal to at least ten (10) percent of the total bid for:

# **Curb Ramp Accessibility Project**

**For Fiscal Year 2019 - 2020** 

District 1, Project No. D0-0006 District 2, Project No. D0-0007 District 3, Project No. D0-0008

By my signature on this Bid, I certify, under penalty of perjury under the laws of the State of California, that all the information on this form is true and correct.

IN WITNESS WHERE OF Bidder/Contractor executed this Bid as of the date set forth on page B1 of this Bid.

Signature:	<u>6</u>	
Name (printed):	COREY KIRSCHNER	
Title:	CEO, PRES, UP, SEC, TRES of ONYX PAVING COMF	PANY INC

#### **Subcontractor List**

Bidder/Contractor submits the following complete list of each Subcontractor who will perform work, labor or render service in or about the construction in an amount in excess of 1/2 of 1% of the total bid or \$10,000 whichever is greater.

Check box on right side of row if any construction item, for the listed Subcontractor, is partial work. If partial work is to be performed within a certain construction item or trade, the Bidder/Contractor shall specify the portion(s) of the work to be performed by the different subcontractors or Bidder/Contractor will be subject to provisions of Public Contract Code Section 4106.

Name of Bidder (Prime/General Contractor): ONYX PAUING COMPANY NC. Check Construction DIR **Business** if **Subcontractor** License Item(s) Registration Address **Partial** Name Number [Item Number and Number (City, State) Work **Description**] NONE 1. П 2. 3. 4. 5. 6.

Additional Subcontractor List(s) may be attached to the Bid.  (A copy of this form may be attached with additional Subcontractor information.)
Percent of work to be performed by Subcontractors:%
Note: A minimum of 50% of the work is required to be performed by the prime/general Contractor.

# **Non-Collusion Declaration**

To be executed by bidder and submitted with bid. (Title 23 United States Code Section 112 and Public Contract Code Section 7106)

The undersigned declares:  CEO, PRES, UP,
I am the SEC, TRES (Title) of ONUX PAVING COMPANY No. (Company), the party making the foregoing bid.
The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder 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. 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.
All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price of any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.
Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.
I declare under penalty of perjury under the applicable laws that the foregoing is true and correct and that this declaration is executed on
NOV. (Month) 13 (Day) of 2019 (Year),
at ANAHEIM (City), CALIFORNIA (State).
Signature of Declarant:
Printed name of Declarant: COREY KIRSCHNER
Name of Bidder (Company): ONUX PAVING COMPANY NC.
Title or Office: CEO, PRES, VP, SEC, TRES
Note: Notarization of signature required.

Check box if attachment is included.

### **CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

CIVIL CODE § 1189

1	officer completing this certificate veri e is attached, and not the truthfulness	-	ne individual who signed the document that document.		
State of California	1				
County of ORANGE	}				
on NOV. 13,	before me, MA	RIE AYALA, N	OTARY PUBLIC		
Date		Here Insert Nar	me and Title of the Officer		
personally appeared	COREY KIRSCHNER				
		Name(s) of Signer(s)			
to the within instrume authorized capacity(ie	nt and acknowledged to me tha	t he/she/they execut ature(s) on the instru	s) whose name(s) is/are subscribed ted the same in his/her/their timent the person(s), or the entity		
Commiss Notary Pt	RIE AYALA ion # 2142913 iblic - California geles County xpires Feb 16, 2020	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	arie Ayala		
Place Notary S	Seal and/or Stamp Above	Signature of Notary Public			
_	,	IONAL	and the state of t		
	ompleting this information can different of this				
Description of At	tached Document				
Title or Type of D	ocument:	2 40.00			
Document Date:			Number of Pages:		
Signer(s) Other Th	an Named Above:				
Capacity(ies) Clai	imed by Signer(s)				
1	- · · · · · · · · · · · · · · · · · · ·	Signer's Name: _			
☐ Corporate Office	er – Title(s):	☐ Corporate Officer — Title(s):			
□ Partner – □ Lin		□ Partner – □ Li			
☐ Individual☐ Trustee	<ul><li>☐ Attorney in Fact</li><li>☐ Guardian of Conservator</li></ul>	☐ Individual	<ul><li>☐ Attorney in Fact</li><li>☐ Guardian of Conservator</li></ul>		
□ Other:		☐ Trustee ☐ Other:			
	nting:	Signer is Representing:			
1	-	-	Signer is Representing:		

# **Iran Contracting Act**

(Public Contract Code sections 2200-2208)

Prior to bidding on, submitting a proposal or executing a contract or renewal for a County of Riverside contract for goods or services of \$1,000,000 or more, a Contractor must either:

- a) Certify it is not on the current list of persons engaged in investment activities in Iran created by the California Department of General Services ("DGS") pursuant to Public Contract Code section 2203(b) and is not a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person, for 45 days or more, if that other person will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS; or
- b) Demonstrate it has been exempted from the certification requirement for that solicitation or contract pursuant to Public Contract Code section 2203(c) or (d).

To comply with this requirement, please insert your Contractor or financial institution name and Federal ID Number (if available) and complete one of the options below. Please note: California law establishes penalties for providing false certifications, including civil penalties equal to the greater of \$250,000 or twice the amount of the contract for which the false certification was made; contract termination; and three-year ineligibility to bid on contracts. (Public Contract Code section 2205.)

#### Option #1 - Certification

I, the official named below, certify I am duly authorized to execute this certification on behalf of the vendor/financial institution identified below, and the vendor/financial institution identified below is **not** on the current list of persons engaged in investment activities in Iran created by DGS and is not a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person/vendor, for 45 days or more, if that other person/vendor will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS.

Contractor Name/Financial Instituti ONUX PAVING COMPANI		Federal ID Number (or n/a) 33 - 0394344
By (Authorized Signature)		
Printed Name and Title of Person Si COREY KIRECHNER: CO	gning EO, PRES, VP, SEC, TRES	
Date Executed	Executed in  ANAHEIM, CALIFO	SRNIA

#### Option #2 - Exemption

Pursuant to Public Contract Code sections 2203(c) and (d), a public entity may permit a Contractor/financial institution engaged in investment activities in Iran, on a case-by-case basis, to be eligible for, or to bid on, submit a proposal for, or enters into or renews, a contract for goods and services.

<u>If you have obtained an exemption</u> from the certification requirement under the Iran Contracting Act, please fill out the information below, and attach documentation demonstrating the exemption approval.

Contractor Name/Financial Institution (	Printed)	Federal ID Number (or n/a)
By (Authorized Signature)		
Printed Name and Title of Person Signir	18	
Date Executed	Executed in	

# **Bid Bond**

Recitals:				
1. Onyx Paving Company, Inc. "Contractor"	, has			
submitted his/her Contractor's Proposal to County of Riverside, "County", for the constru	iction of			
public work for Curb Ramp Accessibility Project, For Fiscal Year 2019 - 2020; District 1.	Project			
No. D0-0006; District 2, Project No. D0-0007; District 3, Project No. D0-0008 in accordance	e with a			
Notice Inviting Bids from the County.				
2. International Fidelity Insurance Company a New Jersey				
corporation, hereafter called "Surety", is the surety of this bond.	<del></del>			
Agreement:				
We, Contractor as Principal and Surety as Surety, jointly and severally agree and state as follows	3:			
1. The amount of the obligation of this bond is 10% of the amount of the Contractor's Proposal, i	ncluding			
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 Contract and furnishes the Bonds as agreed to in its I	Proposal.			
otherwise it remains in full force and effect for the recovery of loss, damage and expense of	f County			
resulting from failure of Contractor to act as agreed to in its Proposal. Some types of possi	ble 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 Prop	osal and			
waives notice of any such extension.				
4. This Bond is binding on our heirs, executors, administrators, successors and assigns.				
Dated: November 8th, 2019				
Signatures:				
International Fidelity Insurance Company Onyx Paving Company, Inc.				
By: By: By:				
Kerissa Ricciardi				
Title: COREY KIRSCHNER: CEO, PRES, VP, SO	EC, TRES			
"Surety" "Contractor"				
OTLATIN ON				
STATE OF				
COUNTY } ss. SURETY'S ACKNOWLEDGEMEN	Τ			
OF				
0-				
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 instrur	nent and			
acknowledged to me that he/she executed the same in his/her authorized capacities, and that be	y his/her			
signature on the instrument the person, or the entity upon behalf of which the person acted, exe	cuted the			
instrument.				
WITNESS hand d -00 -!-1 1				
WITNESS my hand and official seal.				
Signature of Notary Public (Seal)				
110000 (0000)				
Note: This Bond must be executed by both Contractor and Surety with corporate seal affixed. <u>All</u> signature notarized. (Attach acknowledgements).	s must be			

# **CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

CIVIL CODE § 1189

\$260606060606060606060606060606060606060		252 <b>181838381</b> 0181818181818181818181818181818181818	***************************************	
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.				
State of California	1			
County of ORANGE	}			
on 1000, 13	, 2019 before me,MA	RIE AYALA,	NOTARY PUBLIC	
Date	~~~~~	Here Insert N	lame and Title of the Officer	
personally appeared	COREY KIRSCHNER			
1		Vame(s) of Signer(s	5)	
			n(s) whose name(s) is/are subscribed	
to the within instrume authorized capacity(ie	nt and acknowledged to me tha	t he/she/they exec ature(s) on the ins	cuted the same in his/her/their trument the person(s), or the entity	
N CONTRACTOR	MARIE AYALA ommission # 2142913 otary Public - California Los Angeles County omm. Expires Feb 16, 2020		NALTY OF PERJURY under the of California that the foregoing and correct.	
<del>/************************************</del>		WITNESS my har	nd and official seal.	
		Signature	Marie Ayala	
Place Notary S	eal and/or Stamp Above		Signature of Notary Public	
		ONAL		
Co	ompleting this information can a raudulent reattachment of this	deter alteration of form to an uninter	f the document or nded document.	
Description of Att	ached Document			
Title or Type of Do	ocument:			
Document Date:			Number of Pages:	
	an Named Above:			
Capacity(ies) Clai				
Signer's Name:	, -,9,,,,,(3)	Signer's Name:		
☐ Corporate Office	er – Title(s):		ficer - Title(s):	
☐ Partner — ☐ Lim	nited 🗆 General	□ Partner – □	Limited □ General	
□ Individual		□ Individual	Attorney in Fact	
☐ Trustee	□ Guardian of Conservator	☐ Trustee	□ Guardian of Conservator	
Other:	ting:	Other:		
Signer is Representing: Signer is Representing:				

COPY

# **ACKNOWLEDGMENT**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

validity of that document.
State of California County of
On November 8, 2019 before me, Joe D. Lowell, Notary Public (insert name and title of the officer)
personally appeared Kerissa Ricciardi
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.  JOE D. LOWELL COMM2166306 NOTARY PUBLIC-CALFORMA LOS ANGELES COUNTY My Term Exp. October 26, 2020

(Seal)

# INTERNATIONAL FIDELITY INSURANCE COMPANY ALLEGHENY CASUALTY COMPANY

One Newark Center, 20th Floor, Newark, New Jersey 07102-5207 PHONE: (973) 624-7200

KNOW ALL MEN BY THESE PRESENTS: That INTERNATIONAL FIDELITY INSURANCE COMPANY, a corporation organized and existing under the laws of the State of New Jersey, and ALLEGHENY CASUALTY COMPANY a corporation organized and existing under the laws of the State of New Jersey, having their principal office in the City of Newark, New Jersey, do hereby constitute and appoint

ANDREW J. WATERBURY, KERISSA RICCIARDI, JAMES BALDASSARE, JR., JEREMY PENDERGAST

Santa Ana, CA

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

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of the By-Laws of INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY and is granted under and by authority of the following resolution adopted by the Board of Directors of INTERNATIONAL FIDELITY INSURANCE COMPANY at a meeting duly held on the 20th day of July, 2010 and by the Board of Directors of ALLEGHENY CASUALTY COMPANY at a meeting duly held on the 10th day of July, 2015 :

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

IN WITNESS WHEREOF, INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY have each executed and attested these presents on this 31st day of December, 2018

SEAL 1904 PROPERTY AND PROPERTY OF THE PROPERT

STATE OF NEW JERSEY County of Essex

Kenneth Chapman

Executive Vice President, International Fidelity Insurance Company and

Allegheny Casualty Company



On this 31st day of December, 2018 , before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of INTERNATIONAL FIDELITY INSURANCE COMPANY and of ALLEGHENY CASUALTY COMPANY; that the seals affixed to said instrument are the Corporate Seals of said Companies; that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies.



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

Shirelle A. Outley a Notary Public of New Jersey My Commission Expires April 4, 2023

**CERTIFICATION** 

I, the undersigned officer of INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said Companies as set forth in said Power of Attorney, with the originals on file in the home office of said companies, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand on this day, November 8th, 2019

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Company Profile

company ridine

Company Search

Company Information

Old Company

Names

Agent for Service

Reference Information

NAIC Group List

Lines of Business

Workers'
Compensation
Complaint and
Request for

Request for Action/Appeals Contact Information

Financial Statements PDF's

Annual Statements

Quarterly Statements

Company Complaint

Company Performance & Comparison Data

Company Enforcement Action

Composite Complaints Studies

Additional Info

Find A Company Representative In Your Area

View Financial Disclaimer **COMPANY PROFILE** 

**Company Information** 

INTERNATIONAL FIDELITY INSURANCE COMPANY

ONE NEWARK CENTER 20TH FL NEWARK, NJ 07102-5207

Effective Date

Old Company Names

Agent For Service

DOROTHY O'CONNOR-MANSON

2999 OAK ROAD SUITE 820

WALNUT CREEK CA 94597

**Reference Information** 

NAIC #:	11592
California Company ID #:	4341-4
Date Authorized in California:	02/09/1996
License Status:	UNLIMITED-NORMAL
Company Type:	Property & Casualty
State of Domicile:	NEW JERSEY

back to top

**NAIC Group List** 

NAIC Group #:

0225

IAT Reins Co Grp

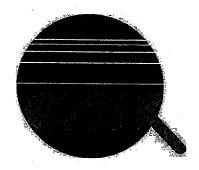
Lines Of Business

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.

SURETY

back to top

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Municipalities & Contact:	General Contractors & Project:	Contract Amount:
City of Ontario Contact: Christine Booker Management Analyst Ph: (909)408-1774	The Ontario Police Department Employee Parking Lot Paving Date Performed: 1/14/19-2/27/19	\$404,000.00
City of Banning Contact: Kevin Sin Project Manager/Engineer Ph: (951) 922-3113	Citywide Various Streets Improvements Street Improvements Date Performed: 1/14/19-2/14/19	\$766,000.00
City of Rancho Santa Margarita Contact: Wilson Levng Principal Engineer Ph: (949) 635-1800	Avenida Epresa Pavement Rehabilitation Street Improvements Date Performed: 3/19 – 4/19	\$576,000.00
City of Desert Hot Springs Contact: Nicholas Haecker Public Works Manager Ph: (661) 902-9987	Desert View Avenue Street Improvements Street Improvements Date Performed: 2/2019 – 4/2019	\$696,000.00
County of Riverside Contact: Alec Yzaguirre Senior Engineering Technician Ph: (951) 955-6790	Fullmer Construction Optimus Logistics – Webster & Ramona Expresswa Date Performed: 2/2018-11/2018	<b>\$1,048,728.00</b> y



## **CREDIT REFERENCES**

ONYX PAVING COMPANY, INC 2890 E. LA CRESTA AVE ANAHEIM, CA 92806

PHONE: (714) 632-6699

DATE ESTABLISHED 1/4/90

CORP. TAX ID. # 33-0394344

FAX:

(714) 632-1883

TYPE OF WORK - ASPHALT PAVING

CONTRACTORS LIC. # 630360-A

SMALL BUSINESS ENTERPRISE #1753955

PRESIDENT:

COREY R. KIRSCHNER

14029 SPRINGWATER LN. EASTVALE, CA 92880

BANK: BANK OF THE WEST

4501 E. LA PALMA AVENUE, ANAHEIM, CA 92807

PHONE: (714) 777-9620 BRYAN PLOESSEL

INSURANCE AGENT: WOOD GUTMANN & BOGART 15901 RED HILL AVE., STE. 100, TUSTIN, CA 92780

PHONE: (714) 824-8384 MICHAEL TRAN

SURETY AGENT: TURNER SURETY AND INSURANCE BROKERAGE, INC.

6 HUTTON CENTRE, STE. 1020, SANTA ANA, CA 92707

PHONE: (512) 808-9601 JEREMY PENDERGAST

#### **CREDIT REFERENCES:**

MATICH CORP.

P.O. BOX 10, HIGHLAND, CA 92346

(909) 382-7400 Steve Matich

ALL AMERICAN

P.O. BOX 2229, CORONA, CA 92878

(951) 736-7600 Cari

KELTERITE CORP.

12231 PANGBORN AVE.DOWNEY, CA

(562) 401-0011 Gladys

VULCAN MATERIALS CO. 16013 E. FOOTHILL BLVD, IRWINDALE, CA 91702

(858) 530-9414 Debbie

#### **GENERAL CONTRACTOR REFERENCES:**

FULLMER CONSTRUCTION

1725 S. GROVE AVE., ONTARIO

(909) 947-9467 Casey Jones (858)513-7199 Steve Davey

BYROM-DAVEY, INC. 13220 EVENING CREEK DR. SOUTH #103, SAN DIEGO

(949) 748-1500 Mark Bundy

PACIFIC CONST. GROUP 17895 SKY PARK CIR., IRVINE, CA 92614

ERICKSON-HALL CONST. CO. 500 CORPORATE DR., ESCONDIDO, CA 92069

(760) 796-7700 Justin Sinnott



GENERAL CONTRACTORS:	JOBS PERFORMED:	LOCATION	: AMOUNT:
Fullmer Construction	Centerpointe	Moreno Valle	
1725 S. Grove Ave.	Sycamore Bus. Park	Riverside	\$999,708.00
Ontario, CA 91761	Hillwood Hofer Ranch	Ontario	\$603,600.00
Ph: 909/947-9467	Interchange A-E	San Bernardin	
Fax: 909/947-2970	San Michelle Logistics	Moreno Valle	
Contact: Casey Jones	Terra Francesco	Ontario	\$524,216.00
	St. Jude Heritage MOB	Y₀rba Linda	\$228,475.00
KCS West, Inc.	BP Refinery Maint. Shop	Carson	\$896,357.00
901 Corporate Ctr. Dr., 3 <sup>rd</sup> Flr.	Di Kennery Mame. Snop	Carson	ψολοίου 1100
Monterey Park, CA 91754	•		
Ph: 323/ 269-0020			
Fax: 323/ 263-4576			
Contact: Matthew Vawter			
Contact. Matthew Vawter			
		<u>.</u>	41 (00 400 00
GMC Engineering Inc.	Edison	Romoland	\$1,623,480.00
1401 WARNER AVE,			
TUSTIN, CA 92780	•		
Ph: 714/247-1040			
Fax: 714/247-1041			
Contact: Gennady			
Lusardi Construction	FedEx – Otay Mesa	San Diego	\$1,335,530.00
1570 Linda Vista Dr.	Team Nissan	Oxnard	\$669,075.00
San Marcos, CA 92064	Edge at Campus	El Segundo	\$541,385.00
Ph: 760/744-3133	Seabridge	Oxnard	\$329,460.00
Fax: 760/744-9064	Carmax	Oxnard	\$606,443.00
Contact: Scott Staley			
Haagen Company, LLC	Empire Polo Club	Indio	\$1,036,745.00
12302 Exposition Blvd.			•
Los Angeles, CA 90064			
Ph: 310/ 820-1200			
Fax: 310/ 820-1225			
Contact: Chris Fahey			
ARCO National Construction Co.	Scannell-Fed-Ex	Burbank	\$1,125,958.00
900 N. Rock Hill Rd.			
St. Louis, MO 63119			
Ph: 314/963-0715			-
Fax: 314/963-7114			
Contact: Chris Wilson	•		

Grant General Contractors 5051 AVENIDA ENCINAS CARLSBAD, CA 92008

Ph: 760/ 438-7500 Fax: 760/ 438-3056 Contact: Pete Burrows WHITTIER AREA COMMUNITY CHURCH WHITTIER

Crevier BMW YORBA LINDA WATER DIST.

Santa Ana Yorba Linda

\$30,600.00 \$121,165.00

\$625,920.00

**Swinerton Builders** 

865 S. Figueroa St., Ste. 3000 Los Angeles, CA 90017 Ph: 213/ 896-3400

Fax: 213/ 896-0027 Contact: David Cramp El Dorado H.S. Performing Arts Center

Placentia

\$126,197.00

RBA Builders, Inc.

17601 Sampson Lane Huntington Beach, CA 92647

Ph: 714/ 895-9000 Fax: 714/ 895-9001 Contact: Pat Kelly **SBVC Central Plant Facility** 

San Bernardino

\$77,593.00

The Boeing Company

2201 Seal Beach Blvd. Seal Beach, CA 90740

Ph: 562/ 208-8451 Fax: 562/ 240-2372 Contact: Khantey B. Sim Boeing ~ Parking Lots E, F, K Boeing ~ Anaheim Parking Lot

Boeing ~ Box Yard

Huntington Beach

Anaheim \$54,267.00 Seal Beach \$15,400.00

\$142,580.00 \$54,267.00

SCE

P.O. Box 700 Rosemead, CA 91770 Ph: 626/308-6733

Fax: 626/308-6601 Contact: Eddie Lopez Santiago Substation Villa Park Substation Various Substations Brookhurst Substation

Irvine Orange Rosemead Westminster \$20,855.00 \$11,950.00 \$38,975.00 \$22,000.00

# State of California Secretary of State

Statement of Information

(Domestic Stock and Agricultural Cooperative Corporations)
FEES (Filing and Disclosure): \$25.00.
If this is an amendment, see instructions.

IMPORTANT - READ INSTRUCTIONS BEFORE COMPLETING THIS FORM

1. CORPORATE NAME

ONYX PAVING COMPANY, INC.

G076477

# **FILED**

In the office of the Secretary of State of the State of California

OCT-01 2018

2. CALIFORNIA CORPOR	ATE NUMBER				
	C1659076			This Space for Fi	ling Use Only
No Change Statement	(Not applicable if agent address of	f record is a P.O. Box	k address. Seeiņs	structions.)	
If there has been of State, check th	y changes to the information co ent of information has been pro no change in any of the informati e box and proceed to Item 17.	eviously filed, this foot on contained in the la	orm must be com st Statement of Int	pleted in its entirety. Formation filed with the Cal	
Complete Addresses for	r the Following (Do not abbrevi	ate the name of the city	y. Items 4 and 5ca	nnot be P.O. Boxes.)	
4. STREET ADDRESS OF PR 2890 E. LA CRESTA AV	E., ANAHEIM, CA 92806		CITY	STATE	ZIP CODE
2890 E. LA CRESTA AVI			CITY	STATE	ZIP CODE .
6. MAILING ADDRESS OF CO	DRPORATION, IF DIFFERENT THAN IT	EM 4	CITY	STATE	ZIP CODE
Names and Complete A officer may be added; however	ddresses of the Following Of er, the preprinted titles on this form	ficers (The corporati must not be altered.)	on must list these t	hree officers. A comparable	e title for the specific
7. CHIEF EXECUTIVE OFFICE COREY KIRSCHNER	ER/ ADDRESS 2890 E. LA CRESTA AVE., A	NAHEIM, CA 92806	CITY	STATE	ZIP CODE
8. SECRETARY COREY KIRSCHNER	ADDRESS 2890 E. LA CRESTA AVE., AN	IAHEIM, CA 92806	CITY	STATE	ZIP CODE
9. CHIEF FINANCIAL OFFICE COREY KIRSCHNER	R/ ADDRESS 2890 E. LA CRESTA AVE., AN	NAHEIM, CA 92806	CITY	STATE	ZIP CODE
Names and Complete A director. Attach additional pa	ddresses of All Directors, Inc ges, if necessary.)	luding Directors W	ho are Also Offi	cers (The corporation mu	st have at least one
10. NAME COREY KIRSCHNER	ADDRESS . 2890 E. LA CRESTA AVE., AN	AHEIM, CA 92806	CITY	STATE	ZIP CODE
11. NAME	ADDRESS		CITY	STATE	ZIP CODE
12. NAME	ADDRESS	·	CITY	STATE	ZIP CODE
والمناب	ON THE BOARD OF DIRECTORS, IF AN				
Agent for Service of Process If the agent is an individual, the agent must reside in California and Item 15 must be completed with a California street address, a P.O. Box address is not acceptable. If the agent is another corporation, the agent must have on file with the California Secretary of State a certificate pursuant to California Corporations Code section 1505 and Item 15 must be left blank.  14. NAME OF AGENT FOR SERVICE OF PROCESS					
COREY KIRSCHNER					
15. STREET ADDRESS OF AGE 2890 E. LA CRESTA AVE	ENT FOR SERVICE OF PROCESS IN CA E., ANAHEIM, CA 92806	LIFORNIA, IF AN INDIVID	DUAL CITY	STATE	ZIP CODE
Type of Business					
ASPHALT PAVING SER	النبياة الباعث والمناسب ويجري والمراجع والمناس والمراجع والمراجع والمناط المناط المناط				
CONTAINED HEREIN, INCL	ATEMENT OF INFORMATION TO THE UDING ANY ATTACHMENTS, IS TRUE A	CALIFORNIA SECRETA ND CORRECT. ATTORI		CORPORATION CERTIFIES	THE INFORMATION
	PRINT NAME OF PERSON COMPLETIN	<del></del>	TITLE	SIGNATURE	<u> </u>
SI-200 (REV 01/2013)		Page 1 of 1		APPROVED BY SEC	



# CONTRACTORS STATE LICENSE BOARD ACTIVE LICENSE



License Number 630360

ETOR CORP

BUSINESS Name ONYX PAVING COMPANY INC

Classification(s) A C12

Expiration Date 10/31/2021

www.cslb.ca.gov



Printed on: 4/12/2018 1:27:49 PM

To verify most current certification status go to: https://www.caleprocure.ca.gov



# Office of Small Business & DVBE Services

Certification ID: 1753955

Legal Business Name: ONYX PAVING CO INC

Doing Business As (DBA) Name 1:

**ONYX PAVING CO INC** 

Doing Business As (DBA) Name 2:

Address:

2890 EAST LA CRESTA AVE

ANAHEIM CA 92806 **Email Address:** 

onyxpavingcoinc@sbcglobal.net

**Business Web Page:** 

**Business Phone Number:** 

714/632-6699

**Business Fax Number:** 

714/632-1883

**Business Types:** 

Construction

Certification Type	Status	From	То
The second of the Meeting of the Market Applies of the Application of	State ( ) Particles of the second of the second second contact the contact the second con	The first section of the control of	and the second of the second of the second
SB	Approved	04/12/2018	04/30/2020

Stay informed! KEEP YOUR CERTIFICATION PROFILE UPDATED!
-LOG IN at <u>CaleProcure.CA.GOV</u>

Questions?

Email: OSDSHELP@DGS.CA.GOV

Call OSDS Main Number: 916-375-4940

707 3rd Street, 1-400, West Sacramento, CA 95605

State of California

# Department of Industrial Relations

Contractor Information Toformation	Dogictration	
	Vegistiation Insign	ITISTOTY
Legal Entity Name	Effective Date	<b>Expiration Date</b>
ONYX PAVING COMPANY, INC.	06/25/18	06/30/19
Legal Entity Type	er ferfenne en fresk en stermerek framerinant met frame en ermeren eile a. og m	entermine extraordered and and a cold to be able to companione management and a sample
Corporation	05/08/17	06/30/18
Status	OF TO TO	e destruite principa describantes estratos estratos estratos describas describas de la companion de la compani
Active Book to Dibook Active	US/25/16	06/30/17
Registration Number DaCK to DIR>> (nttps://www.gir.ca.gov/)	www.qir.ca.gov 06/10/15	77
1000004798		OT IOC IOC
Registration effective date	01/06/15	06/30/15
07/01/19	mandifolds facilities (appetitute discontinue and adjoint appearance of	e en establica de particoloxía establica de establica de establica de establica de establica de establica de e
Registration expiration date	07/01/19	06/30/22
06/30/22	AND THE CONTRACT OF THE PROPERTY OF THE CONTRACT OF THE CONTRA	to and application thanks for products to constitutions of the state of the constitution of the state of the
Mailing Address		
2890 E. LA CRESTA AVENUE ANAHEIM 92806 CA U		
Physical Address		
2890 E. LA CRESTA AVENUE ANAHEIM 92806 CA U		
Email Address	•	
anar@onyxpaving.net		
Trade Name/DBA		
License Number (s)		
CSLB:630360		

# Legal Entity Information

Corporation Number:

Federal Employment Identification Number:

President Name:

Vice President Name:

Treasurer Name:

COREY R. KIRSCHNER

# Form: W-9 (Rev. October 2018) Department of the Triangure

Request for Taxpayer Identification Number and Certification

Go to www.irs.gov/FormW9 for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

Carrier To		isnachous and the later linoid	liauori.
	Name (as shown on your income (as return). Name is required on this line;     Onyx Paving Company, Inc.	do not leave this line blank	
	2 Business dame/disregarded entity name, if different from above		±
page 3.	S. Check appropriate box for federal tax classification of the person whose nation wing seven boxes.	ne of the 4 Exemptions (codes apply only to certain entities, not included as; see instituctions on page 3):	
ns.or	☐ individual/sole proprietor or ☐ C Corporation ☒ S Corporation single-member LEC	in Partriership Ditte	st/estate  Exempt payer code (if any)
\$8	Limited liability company. Enter the tax classification (C=C corporation,	S=S corporation, P=Partneship)	-
Print or type.	Note: Check the appropriate box in the line above for the tax classificat ELC if the LLC is classified as a single-member LLC that is disregarded another LLC that is not disregarded from the owner for U.S. federal tax is disregarded from the owner should check the appropriate box for the	on of the single-member owner. Do from the owner unless the owner of t	cell Project
98	Citier (see instructions)		Popules to accounts maintained outside the USJ
See Specif	Address (number, street, and apt. or suite no.) See instructions.     2890 E. La Cresta Avenue	Request	er's name and address (optional)
	6, City, state, and ZIP code Anaheim, CA 92806	***	
	7 List account number(s) here (optional)		
Par	Taxpayer Identification Number (FIN)		
Entery	our TIN in the appropriate box. The TIN provided must match the ha	me given on line 1 to avoid	Social security humber
resider	withholding. For Individuals, this is generally your social security nut it allen, sole proprietor, or disregarded entity, see the instructions for	Part I later For other	
TIN, IE			<u> </u>
Note:	f the account is in more than one name, see the instructions for line or To Give the Requester for guidelines on whose number to enter.	Also see What Name and	Employer identification number
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Pari			in the spirit of
	penalties of penjury, I certify that:	and to the September of the control of the September of the control of the contro	San Sanda and an analysis and a sanda and a sanda
2. I an	ntimber shown on this form is my conect taxpayer identification nun not subject to backup withholding because: (a) I am exempt from be	ickup withholding or (h) have p	of hear notified by the Infernal Revenue
Sen	ice (IRS) that I am subject to backup withholding as a result of a fall, onger subject to backup withholding; and	re to report all interest or divider	ids, or (c) the IRS has notified me that I am
3. I am	a U.S. citizen or other U.S. person (defined below); and		
4. The	FATCA code(s) entered on this form (if any) indicating that I am exen	pt from FATCA reporting is corre	ort.
vou na	ration instructions. You must cross out item 2 above if you have been n ve falled to report all interest and dividends on your tax return. For real e	etate transantings item 2 ince not	anniu Enginerinana intercet nairi
acquis	flor or abandonment of secured property, cancellation of debt, contribu- ian interest and dividends, you are not required to sign the certification,	lions to an inclividual retirement ari	annement IRAL and nemerally payments
Sign Here	Signature of U.S. person≯	Date	May 7, 2019
	ieral Instructions	• Form 1099-DIV (dividends,	including those from stocks or mutual
Section noted.	rraferences are to the Internal Revenue Code unless otherwise	funds) • Form 1099-MISC (various to proceeds):	ypes of income, prizes, awards, or gross
related	developments. For the latest information about developments to Form W-9 and its instructions, such as legislation enacted	• Form 1099-B (stock or mut	ual fund sales and certain other
afterti	ney were published, go to www.irs.gov/FormW9.	fransactions by brokes) • Form 1089-\$ (proceeds fro	m real estate transactions)
Pur	iose of Form	Form 1099-K (merchant car	d and third party network fransactions)
An Ind Inform	lyidual or entity (Form W-9 requester) who is required to file an ation return with the IRS must obtain your correct taxpayer	<ul> <li>Form 1098 (home mortgage 1098-T (tuition)</li> </ul>	interest), 1098-E (student loan Interest),
identif	cation number (TIN) which may be your social security number individual texpayer identification number (TTIN), adoption	<ul> <li>Form 1099-C (canceled de)</li> </ul>	
taxpay	rer identification number (ATIN), er employer identification number to report on an information return the amount paid to you, or other		abandonment of secured property) ire a U.S. person (including a resident
amour	k reportable on an information return. Examples of information	alleri), to provide you correct	TIN.
1-1-1	Finalude, but are not limited to, the following. 1 1099-INT (interest earned or paid)	If you do not return Form V be subject to backup withhol	V-9 to the requester with a TIN, you might ding. See What is backup withholding.



#### CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 9/26/2019

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).

	in a crossing in the contract of the contract		
PRODUCER		CONTACT NAME: Michael Tran	
Wood Gutmann & Bogart 15901 Red Hill Ave., Suite 100	•	PHONE (A/C, No, Ext): 714-824-8384	FAX (A/C, No): 714-573-1770
License 0679263		E-MAIL ADDRESS: mtran@wgbib.com	
Tustin CA 92780		INSURER(S) AFFORDING COVERAGE	NAIC#
		INSURER A: West American Ins Co	44393
INSURED Onyx Paving Company, Inc. 2890 E. La Cresta Avenue	ONYXP-1		16535
		INSURER C: Ohio Casualty Insurance Co.	24074
Anaheim CA 92806-1816		INSURER D : Scottsdale insurance Company	41297
		INSURER E : AMERICAN ZURICH INS CO	40142
		INSURER F:	
COVERAGES	CERTIFICATE NUMBER: 691039542	REVISION NUI	MBER:

INSURER E : AMERICAN ZURICH INS CO 40142						
INSURER F:						
COVERAGES CERT	TIFICATE	NUMBER: 691039542			REVISION NUMBER:	
THIS IS TO CERTIFY THAT THE POLICIES INDICATED. NOTWITHSTANDING ANY RECERTIFICATE MAY BE ISSUED OR MAY FEXCLUSIONS AND CONDITIONS OF SUCH F	OF INSUR QUIREMEN PERTAIN, POLICIES.	RANCE LISTED BELOW HAN NT, TERM OR CONDITION THE INSURANCE AFFORDE LIMITS SHOWN MAY HAVE	OF ANY CONTRACT ED BY THE POLICIES BEEN REDUCED BY F	OR OTHER D DESCRIBED PAID CLAIMS.	DOCUMENT WITH RESPECT TO	WHICH THIS
INSR LTR TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A X COMMERCIAL GENERAL LIABILITY  CLAIMS-MADE X OCCUR		BKW59627044	3/14/2019	3/14/2020	EACH OCCURRENCE \$ 2,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100	
<u> </u>					MED EXP (Any one person) \$ 10,0 PERSONAL & ADV INJURY \$ 2,00	
GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO- LOC					GENERAL AGGREGATE \$4,00	
					PRODUCTS - COMP/OP AGG   \$ 4,00	0,000
OTHER:  E AUTOMOBILE LIABILITY		BAP106300601	10/1/2019	10/1/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 2,00	0,000
X ANY AUTO ALL OWNED SCHEDULED					BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$	
AUTOS AUTOS NON-OWNED AUTOS AUTOS					PROPERTY DAMAGE \$ (Per accident)	Ja
					\$	
D UMBRELLA LIAB X OCCUR X EXCESS LIAB CLAIMS.MADE		XLS0109307	3/14/2019	3/14/2020		00,000
DED RETENTION\$					AGGREGATE \$4,00	00,000
B WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N		WC106300501	10/1/2019	10/1/2020	X PER OTH-	
ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?	N/A		,			00,000
(Mandatory in NH)					E.L. DISEASE - EA EMPLOYEE \$ 1,0  E.L. DISEASE - POLICY LIMIT \$ 1,0	00,000
DESCRIPTION OF OPERATIONS below  C Equipment Leased/Rented		BMO59630228	3/14/2019	3/14/2020		50,000
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICL	LES (ACORE	0 101, Additional Remarks Schedu	ile, may be attached if mor	e space is requi	red)	
·						
CERTIFICATE HOLDER	CERTIFICATE HOLDER CANCELLATION					
Proof of Courses			SHOULD ANY OF THE EXPIRATION ACCORDANCE WI	N DATE TH	DESCRIBED POLICIES BE CANC IEREOF, NOTICE WILL BE CY PROVISIONS.	ELLED BEFORE DELIVERED IN
Proof of Coverage			AUTHORIZED REPRESE	NTATIVE		

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# CONSTRUCTION PROJECT(S) - GENERAL AGGREGATE LIMIT (PER PROJECT)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I Coverage A Bodily Injury And Property Damage Liability, and for all medical expenses caused by accidents under Section I Coverage C Medical Payments, which can be attributed only to ongoing operations at a single construction project away from premises owned by or rented to you:
  - 1. A separate Construction Project General Aggregate Limit applies to each construction project, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations
  - 2. The Construction Project General Aggregate Limit is the most we will pay for the sum of all damages under Coverage A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under Coverage C regardless of the number of:
    - a. Insureds;
    - b. Claims made or "suits" brought; or
    - c. Persons or organizations making claims or bringing "suits".
  - 3. Any payments made under Coverage A for damages or under Coverage C for medical expenses shall reduce the Construction Project General Aggregate Limit for that construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Construction Project General Aggregate Limit for any other construction project.
  - 4. The limits shown in the Declarations for Each Occurrence, Fire Damage and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Construction Project General Aggregate Limit.
- B. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I Coverage A Bodily Injury And Property Damage Liability, and for all medical expenses caused by accidents under Section I Coverage C Medical Payments, which cannot be attributed only to ongoing operations at a single construction project away from premises owned by or rented to you:
  - 1. Any payments made under Coverage A for damages or under Coverage C for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-Completed Operations Aggregate Limit, whichever is applicable; and
  - 2. Such payments shall not reduce any Construction Project General Aggregate Limit.
- C. When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-Completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Construction Project General Aggregate Limit.
- **D.** If the applicable construction project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.
- E. The provisions of Section III Limits Of Insurance not otherwise modified by this endorsement shall continue to apply.

#### Contract

THIS CONTRACT is entered into at Riverside, California as of the date set forth below is between County of Riverside hereafter called "County" and <u>Onyx Paving Company</u>, <u>Inc.</u>, hereafter called "Contractor".

#### WITNESSETH

#### **Recitals:**

- Contractor has submitted to County his Contractor's Proposal for the construction of County Project, <u>Curb Ramp Accessibility Project</u>, <u>For Fiscal Year 2019-2020</u>; <u>District 1</u>, <u>Project No. D0-0006</u>, <u>District 2</u>, <u>Project No. D0-0007</u>, <u>District 3</u>, <u>Project No. D0-0008</u>, 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 Construction Contract, (b) The Notice to Bidders. (c) The Instruction to Bidders, (d) The Bid, (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 2015 as modified in other portions of the Contract Documents and as amended by the State of California Department of Transportation, (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 Works, (o) Any Change Orders issued, and (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 Contract and the Payment Bond and Performance Bond.

Page 1 of 4

V.060719

FEB 0 4 2020 3.14

#### 2. The Work

Contractor shall do all tasks necessary to construct the work generally described in Recital No. 1 in accordance with the Contract Documents.

#### 3. Prosecution, Progress and Liquidated Damages

Attention is directed to the provisions in Section 8-1.04, "Start of Job Site Activities", Section 8-1.05, "Time", and in Section 8-1.10 "Liquidated Damages" of the Standard Specifications and these Special Provisions.

Standard Specification Section 8-1.04B, "Standard Start" is modified to read as follows:

The Contractor shall begin work within <u>fifteen (15)</u> calendar days, or as revised in the Special Provisions, of the date stated within the written "Notice to Proceed".

The Contractor shall notify the Engineer, in writing, of the Contractor's intent to begin work at least 72 hours before work is begun. If the project has more than one (1) location of work, Contractor shall submit a separate notice for each location. The notice shall be delivered to the Transportation Department's Construction Engineer and shall specify the date the Contractor intends to start at said location.

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

- A. 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.
- B. 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.
- C. 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.

Curb Ramp Accessibility Project For Fiscal Year 2019 - 2020 District 1, Project No. D0-0006 District 2, Project No. D0-0007 District 3, Project No. D0-0008

## Contract

ITEM No.	ITEM CODE	ITEM	UNIT	ESTIMATED QUANTITY	ITEM PRICE (IN FIGURES)	TOTAL (IN FIGURES)
BASE	BID SCHE	DULE	1.			
1	066100	DUST CONTROL	LS	1	7,600.00	7,600.00
2	120100	TRAFFIC CONTROL SYSTEM	LS	1	91,000.00	91,000.00
3	130200	PREPARE WATER POLLUTION CONTROL PROGRAM	LS	1	8,000.00	8,000.00
4	150769	REMOVE ASPHALT CONCRETE	SQY D	240	55.00	13,200.00
5	390132	HOT MIX ASPHALT (TYPE A)	TON	72	300.00	21,600.00
6	017315	MINOR CONCRETE (CURB RAMP) (CRS 403 - CASE A)	EA	138	4,400.00	607,200.00
7	017316	MINOR CONCRETE (CURB RAMP) (CRS 403 - CASE B)	EA	9	4,400.00	39,600.00
8	731517	MINOR CONCRETE (GUTTER)	SQFT	440	42.00	18,480.00
9	017303	MINOR CONCRETE (SPANDREL) (CRS 209)	SQFT	1,160	42.00	48,720.00
10	731656	CURB RAMP DETECTABLE WARNING SURFACE	EA	44	1,150.00	50,600.00
11	066420	ADDITIONAL GRINDING AND GROOVING(GRIND RAMP LIP AT FLOW LINE)	EA	4	1,000.00	4,000.00
12	010602	MISCELLANEOUS DITECTED WORK	FA	1	100,000.00	100,000.00

PROJECT TOTAL:	One million, ten thousand dollars and zero cents	\$1,010,000.0 <u>0</u>
ITEMS 1- 12	"WORDS"	

Curb Ramp Accessibility Project For Fiscal Year 2019 - 2020 District 1, Project No. D0-0006 District 2, Project No. D0-0007 District 3, Project No. D0-0008

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

COUNTY OF RIVERSIDE	Onyx Paving Company, Inc.
BY: W. J. Y. MANUEL PEREZ Chairman, Board of Supervisors	BY: COREYKIRSCHNER
DATED: FEB 0 4 2020	TITLE: CEO, PRES, VP, SEC, TRES (If Corporation, affix Seal)
ATTEST:	ATTEST
Kecia Harper- <del>Them,</del> Clerk of the Board	ANA RAYPON
BY: Jambyten	TITLE: CONTROLLER
Deputy	Licensed in accordance with an act providing for the registration of Contractors,
PROVED COUNTY COUNSEL	License No.: 630360
ME BELL-VALDEZ DATE	Federal Employer Identification Number:
	33-0394344
Depar	tment of Industrial Relations Registration Number:
	1000004798
BY	
"County"	"Corporation" (Seal)

## **State of California Secretary of State**

S

#### Statement of Information

(Domestic Stock and Agricultural Cooperative Corporations) FEES (Filing and Disclosure): \$25.00. If this is an amendment, see instructions.

IMPORTANT - READ INSTRUCTIONS BEFORE COMPLETING THIS FORM

1. CORPORATE NAME

ONYX PAVING COMPANY, INC.

G076477

## **FILED**

In the office of the Secretary of State of the State of California

	OCT-01 2018	
C. CALIFORNIA GARBORITE MINERO	-	
2. CALIFORNIA CORPORATE NUMBER C1659076	This Space for Filing Use Only	
No Change Statement (Not applicable if agent address of record is a P.O. Box address. See 3. If there have been any changes to the information contained in the last Statement of Interest of the information contained in the last Statement of Interest of Inter	Instructions.) formation filed with the California Secretary	
of State, or no statement of information has been previously filed, this form must be co	empleted in its entirety.	
If there has been no change in any of the information contained in the last Statement of of State, check the box and proceed to Item 17.	Information filed with the California Secretary	
·		
Complete Addresses for the Following (Do not abbreviate the name of the city. Items 4 and 5		
4. STREET ADDRESS OF PRINCIPAL EXECUTIVE OFFICE CITY 2890 E. LA CRESTA AVE., ANAHEIM, CA 92806	STATE ZIP CODE	
5. STREET ADDRESS OF PRINCIPAL BUSINESS OFFICE IN CALIFORNIA, IF ANY 2890 E. LA CRESTA AVE., ANAHEIM, CA 92806	STATE ZIP CODE	
6. MAILING ADDRESS OF CORPORATION, IF DIFFERENT THAN ITEM 4 CITY	STATE ZIP CODE	
Names and Complete Addresses of the Following Officers (The corporation must list the officer may be added; however, the preprinted titles on this form must not be altered.)	se three officers. A comparable title for the specific	
7. CHIEF EXECUTIVE OFFICER/ ADDRESS CITY COREY KIRSCHNER 2890 E. LA CRESTA AVE., ANAHEIM, CA 92806	STATE ZIP CODE	
8. SECRETARY ADDRESS CITY COREY KIRSCHNER 2890 E. LA CRESTA AVE., ANAHEIM, CA 92806	STATE ZIP CODE	
9. CHIEF FINANCIAL OFFICER/ ADDRESS CITY COREY KIRSCHNER 2890 E. LA CRESTA AVE., ANAHEIM, CA 92806	STATE ZIP CODE	
Names and Complete Addresses of All Directors, Including Directors Who are Also Officers (The corporation must have at least one director. Attach additional pages, if necessary.)		
10. NAME ADDRESS CITY COREY KIRSCHNER 2890 E. LA CRESTA AVE., ANAHEIM, CA 92806	STATE ZIP CODE	
11. NAME ADDRESS CITY	STATE ZIP CODE	
12. NAME ADDRESS CITY	STATE ZIP CODE	
13. NUMBER OF VACANCIES ON THE BOARD OF DIRECTORS, IF ANY:		
Agent for Service of Process If the agent is an individual, the agent must reside in California and Item 15 must be completed with a California street address, a P.O. Box address is not acceptable. If the agent is another corporation, the agent must have on file with the California Secretary of State a certificate pursuant to California Corporations Code section 1505 and Item 15 must be left blank.		
14. NAME OF AGENT FOR SERVICE OF PROCESS COREY KIRSCHNER		
15. STREET ADDRESS OF AGENT FOR SERVICE OF PROCESS IN CALIFORNIA, IF AN INDIVIDUAL CITY 2890 E. LA CRESTA AVE., ANAHEIM, CA 92806	STATE ZIP CODE	
Type of Business		
16. DESCRIBE THE TYPE OF BUSINESS OF THE CORPORATION ASPHALT PAVING SERVICES		
17. BY SUBMITTING THIS STATEMENT OF INFORMATION TO THE CALIFORNIA SECRETARY OF STATE CONTAINED HEREIN, INCLUDING ANY ATTACHMENTS, IS TRUE AND CORRECT.	, THE CORPORATION CERTIFIES THE INFORMATION	
10/01/2018 AFSHIN HAKIM ATTORNEY		
DATE TYPE/PRINT NAME OF PERSON COMPLETING FORM TITLE	SIGNATURE	
SI-200 (REV 01/2013) Page 1 of 1	APPROVED BY SECRETARY OF STATE	

## **Performance Bond**

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7,	v		a	ız	

RIV <u>For</u>	ERSIDE (County) for construction of Fiscal Year 2019-2020; District 1, Po	ctor) has entered into a Contract with COUN f public work known as <b>Curb Ramp Accessibility</b> oject No. D0-0006, District 2, Project No. D0-0007,	Project,
	roject No. D0-0008.		·
2. <u> </u>	ne Surety under this Bond.	corporation (	Surety),
Agreen			
	ontractor as Principal and Surety as S, as obligee, as follows:	arety, jointly and severally agree, state, and are bou	ınd unto
(		Bond is 100% of the estimated contract price for the tousand dollars and zero cents) and inures to the book and in the book and inures to the book and inures to the book and inure to the book and inure to the book and in the b	
!	conformance with the Contract Docu	or doing all things to be kept and performed by it ments for this project, otherwise it remains in full for and expense of County resulting from failure of Counts are incorporated herein.	orce and
3.	This obligation is binding on our succ	essors and assigns.	
	Contractor, alteration or addition to the work to be performed thereunder shall	and agrees that no change, time extension, prepay the terms and requirements of the Contract Documen affect its obligations hereunder and waives notice as a cannot be increased by more than 10% without app	ts or the s to such
THIS B	SOND is executed as of	•	·
Ву	•	Ву	
Ву		Type Name	
		Its Attorney in Fact "Surety"	
Title			
	"Contractor"		
	(Corporate Seal)	(Corporate Seal)	
NOTE:	This Bond must be executed by both packnowledged. (Attach acknowledgem	arties with corporate seal affixed. <u>All</u> signatures must be ents).	

V.060719

#### **Payment Bond**

(Public Works - Civil Code §9550 et seq.) The makers of this Bond are Onyx Paving Company, Inc., as Principal and Original Contractor , 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 \$1,010,000.00 (One million, ten thousand dollars and zero cents), the total amount payable. The amount of this bond is one hundred percent (100%) of said sum. Said contract is for public work generally consisting of Curb Ramp Accessibility Project, For Fiscal Year 2019-2020; District 1, Project No. D0-0006, District 2, Project No. D0-0007, District 3, Project No. D0-0008. The beneficiaries of this Bond are as is stated in 9554 of the Civil Code and requirements and conditions of this Bond are as is set forth in 9554, 9558, 9560 and 9564 of said code. Without notice, Surety consents to extension of time for performance, change in requirements, amount of compensation, or prepayment under said contract. Original Contractor – Principal By \_\_\_\_\_ Surety Its Attorney In Fact (If corporation, affix seal) (Corporate Seal) (Corporate Seal) STATE 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 executed the same in his authorized capacities, and that by his 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. All signatures must be acknowledged. (Attach acknowledgements).

#### **Performance Bond**

Bond No. 0761293 Premium: \$11,277.00

#### Recitals:

1. Onyx Paving Company, Inc. (Contractor) has entered into a Contract with COUNTY OF RIVERSIDE (County) for construction of public work known as Curb Ramp Accessibility Project, For Fiscal Year 2019-2020; District 1, Project No. D0-0006, District 2, Project No. D0-0007, District 3, Project No. D0-0008.

2.	International Fidelity Insurance Company, a	New Jersey	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 \$1,010,000.00 (One million, ten thousand 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 this 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 November	25th, 2019
By Onyx Paving Company, Inc.	By International Fidelity Insurance Company
By COREY KIRSCHNER	Type Name Kerissa Ricciardi
Title <u>CEO-PRESIDENT</u> "Contractor"	Its Attorney in Fact "Surety"
(Corporate Seal)	(Corporate Seal)
NOTE: This Bond must be executed by bot acknowledged. (Attach acknowledge	h parties with corporate seal affixed. All signatures must be ements).

#### **CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

CIVIL CODE § 1189

1999 1990 1999 1990 1990 1990 1990 1990 1990 1990 1990 1990 1990 1990 1990 1990 1990 1990 1990 19		\$
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.		
State of California	1	
County of ORANGE	<b>:</b>	
on <u>DEC. 3, 20</u>	09 before me, $MA$	RIE AYALA, NOTARY PUBLIC  Here Insert Name and Title of the Officer
Dat		Here Insert Name and Title of the Officer
personally appeared	COREY KIRSCHNER	
		Name(s) of Signer(s)
to the within instrume authorized capacity(is	ent and acknowledged to me tha	ce to be the person(s) whose name(s) is/are subscribe at he/she/they executed the same in his/her/their ature(s) on the instrument the person(s), or the entity ne instrument.
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.  Notary Public • California Los Angeles County		
My Co	omm. Expires Feb 16, 2020	Signature Marie Mala
Dinas Matau 6		
Place Notary S	Seal and/or Stamp Above	Signature of Notary Public
		IONAL —
	ompieting this information can ( fraudulent reattachment of this	deter alteration of the document or form to an unintended document.
ł.	tached Document	ioni to an animenaca accument.
1	ocument:	
1		Number of Pages:
Signer(s) Other Th	an Named Above:	
Capacity(ies) Clai	imed by Signer(s)	
Signer's Name:	er – Title(s):	Signer's Name:
☐ Corporate Office	er – Title(s):	☐ Corporate Officer – Title(s):
│ □ Partner – □ Lin	nited 🛘 General	☐ Partner — ☐ Limited ☐ General
□ Individual	Attorney in Fact	☐ Individual ☐ Attorney in Fact
☐ Trustee	☐ Guardian of Conservator	☐ Trustee ☐ Guardian of Conservator
☐ Other:		☐ Other:
Signer is Represer	nting:	Signer is Representing:

## **ACKNOWLEDGMENT**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

Signature /

State of California County of Orange	
On November 25, 2019 before me	Joe D. Lowell, Notary Public  (insert name and title of the officer)
subscribed to the within instrument and acknowledge	evidence to be the person(s) whose name(s) is/are owledged to me that he/she/they executed the same in the by his/her/their signature(s) on the instrument the he person(s) acted, executed the instrument.
I certify under PENALTY OF PERJURY under paragraph is true and correct.	r the laws of the State of California that the foregoing
WITNESS my hand and official seal.	JOE D. LOWELL COMM2166306

(Seal)

#### 0761293

# POWER OF ATTORNEY INTERNATIONAL FIDELITY INSURANCE COMPANY ALLEGHENY CASUALTY COMPANY

One Newark Center, 20th Floor, Newark, New Jersey 07102-5207 PHONE: (973) 624-7200

KNOW ALL MEN BY THESE PRESENTS: That INTERNATIONAL FIDELITY INSURANCE COMPANY, a corporation organized and existing under the laws of the State of New Jersey, and ALLEGHENY CASUALTY COMPANY a corporation organized and existing under the laws of the State of New Jersey, having their principal office in the City of Newark, New Jersey, do hereby constitute and appoint

ANDREW J. WATERBURY, KERISSA RICCIARDI, JAMES BALDASSARE, JR., JEREMY PENDERGAST

Santa Ana, CA

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

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of the By-Laws of INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY and is granted under and by authority of the following resolution adopted by the Board of Directors of INTERNATIONAL FIDELITY INSURANCE COMPANY at a meeting duly held on the 20th day of July, 2010 and by the Board of Directors of ALLEGHENY CASUALTY COMPANY at a meeting duly held on the 10th day of July, 2015:

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

IN WITNESS WHEREOF, INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY have each executed and attested these presents on this 31st day of December, 2018



STATE OF NEW JERSEY County of Essex

Kenneth Chapman

Executive Vice President, International Fidelity Insurance Company and

Allegheny Casualty Company



On this 31st day of December, 2018 , before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of INTERNATIONAL FIDELITY INSURANCE COMPANY and of ALLEGHENY CASUALTY COMPANY; that the seals affixed to said instrument are the Corporate Seals of said Companies; that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies.



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

Shirelle A. Outley a Notary Public of New Jersey My Commission Expires April 4, 2023

#### CERTIFICATION

I, the undersigned officer of INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said Companies as set forth in said Power of Attorney, with the originals on file in the home office of said companies, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand on this day. November 25th, 2019

Crewe Vente

**INTERNATIONAL FIDELITY INSURANCE COMPANY** 

ONE NEWARK CENTER 20TH FL

NEWARK, NJ 07102-5207



Company Profile

**COMPANY PROFILE** 

Company Search

**Company Information** 

Company Information

Old Company Names

Agent for Service

Reference

**Old Company Names** 

**Effective Date** 

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Lines of Business Workers'

Compensation Complaint and

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Financial Statements PDF's

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Quarterly Statements

Company Complaint

Company Performance & Comparison Data

Company

**Enforcement Action** 

Composite

Complaints Studies

Additional Info

Find A Company Representative In Your Area

View Financial Disclaimer

DOROTHY O'CONNOR-MANSON

2999 OAK ROAD

**SUITE 820** 

WALNUT CREEK CA 94597

**Reference Information** 

NAIC #:	11592
California Company ID #:	4341-4
Date Authorized in California:	02/09/1996
License Status:	UNLIMITED-NORMAL
Company Type:	Property & Casualty
State of Domicile:	NEW JERSEY

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**NAIC Group List** 

NAIC Group #:

0225

IAT Reins Co Grp

#### **Lines Of Business**

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.

**SURETY** 

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## **Payment Bond**

· · · · · · · · · · · · · · · · · · ·	- Civil Code §9550 et seq.)
	Company, Inc., as Principal and Original Contractor
and International Fidelity Insurance Company	, a corporation, authorized to issue Surety Bonds
in California, as Surety, and this Bond is issue	d in conjunction with that certain public works contract to
	TY OF RIVERSIDE a public entity, as Owner, for
	lollars and zero cents), the total amount payable. The
	0%) of said sum. Said contract is for public work generally
	et, For Fiscal Year 2019-2020; District 1, Project No. Do-
0006, District 2, Project No. D0-0007, District	5, Project No. Du-0008.
of this Bond are as is set forth in 9554, 9558, 95	n 9554 of the Civil Code and requirements and conditions 60 and 9564 of said code. Without notice, Surety consents in requirements, amount of compensation, or prepayment
Dated: November 25th, 2019	Onyx Paving Company, Inc.
	Original Contractor – Principal
	original conductor i interpar
International Fidelity Insurance Company	Dy As
	By Corey Kirschner
Surety	corey rikschmer
This has	
By Kariana Biasiandi	Title <u>CEO - President</u>
Kerissa Ricciardi	
Its Attorney In Fact	(If corporation, affix seal)
(Corporate Seal)	(Corporate, Seal)
STATE OF	ONDERVIO A CIVAIONII ED CEMENTE
COUNTY OF	ss. SURETY'S ACKNOWLEDGEMENT
	"Quarasi"
On before me.	personally
appeared,	personally , known to me, or proved to me on the basis of
satisfactory evidence to be the person wh	ose name is subscribed to the within instrument and
	e in his authorized capacities, and that by his signature on
	chalf of which the person acted, executed the instrument.
the mistrament the person, of the entity upon of	enan of which the person acted, executed the histrament.
WITNESS my hand and official seal.	
WITHESS my hand and official seal.	
Claustyna of Notes - D. J. P.	NI-4. D. 1.12. (C)1)
Signature of Notary Public	Notary Public (Seal)
MODE THE D. L	
NOTE: This Bond must be executed by b	oth parties with corporate seal affixed. All signatures

must be acknowledged. (Attach acknowledgements).

#### **CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

CIVIL CODE § 1189

A notary public or other officer completing this certificate veri to which this certificate is attached, and not the truthfulness	ifies only the identity of the individual who signed the document accuracy, or validity of that document.
State of California  County of ORANGE	
On DEC . 3, 2019 before me. MA	RIE AYALA, NOTARY PUBLIC
Date	Here Insert Name and Title of the Officer
personally appearedCOREY KIRSCHNER	
	Name(s) of Signer(s)
to the within instrument and acknowledged to me tha authorized capacity(ies), and that by his/her/their sign upon behalf of which the person(s) acted, executed the	ature(s) on the instrument the person(s), or the entity
MARIE AVALA Commission # 2142913 Notary Public - California	I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.
Los Angeles County My Comm. Expires Feb 16, 2020	WITNESS my hand and official seal.
	Signature Marie Ayala
Place Notary Seal and/or Stamp Above	Signature of Notary Public
Completing this information can d	deter alteration of the document or form to an unintended document.
Description of Attached Document Title or Type of Document:	
	Number of Pages:
Signer(s) Other Than Named Above:	
Capacity(ies) Claimed by Signer(s) Signer's Name:	Signer's Name:
□ Corporate Officer – Title(s):	□ Corporate Officer – Title(s):
☐ Partner — ☐ Limited ☐ General☐ Individual☐ ☐ Attorney in Fact	☐ Partner — ☐ Limited ☐ General ☐ Attorney in Fact
☐ Trustee ☐ Guardian of Conservator	☐ Trustee ☐ Guardian of Conservator
□ Other:	Other:
Signer is Representing:	Signer is Representing:

## **ACKNOWLEDGMENT**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

Signature AUS MUL

State of California County of	
On November 25, 2019 before me, Joe	e D. Lowell, Notary Public (insert name and title of the officer)
personally appeared Kerissa Ricciardi who proved to me on the basis of satisfactory evide subscribed to the within instrument and acknowledg his/her/their authorized capacity(ies), and that by hi person(s), or the entity upon behalf of which the per	ged to me that he/she/they executed the same in s/her/their signature(s) on the instrument the
I certify under PENALTY OF PERJURY under the laparagraph is true and correct.	aws of the State of California that the foregoing
WITNESS my hand and official seal.	JOE D. LOWELL

(Seal)

Term Exp. October 28, 2020

#### 0761293

# POWER OF ATTORNEY INTERNATIONAL FIDELITY INSURANCE COMPANY

#### **ALLEGHENY CASUALTY COMPANY**

One Newark Center, 20th Floor, Newark, New Jersey 07102-5207 PHONE: (973) 624-7200

KNOW ALL MEN BY THESE PRESENTS: That INTERNATIONAL FIDELITY INSURANCE COMPANY, a corporation organized and existing under the laws of the State of New Jersey, and ALLEGHENY CASUALTY COMPANY a corporation organized and existing under the laws of the State of New Jersey, having their principal office in the City of Newark, New Jersey, do hereby constitute and appoint

ANDREW J. WATERBURY, KERISSA RICCIARDI, JAMES BALDASSARE, JR., JEREMY PENDERGAST

Santa Ana, CA

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

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of the By-Laws of INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY and is granted under and by authority of the following resolution adopted by the Board of Directors of INTERNATIONAL FIDELITY INSURANCE COMPANY at a meeting duly held on the 20th day of July, 2010 and by the Board of Directors of ALLEGHENY CASUALTY COMPANY at a meeting duly held on the 10th day of July, 2015:

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

IN WITNESS WHEREOF, INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY have each executed and attested these presents on this 31st day of December, 2018

SEAL 1904 CO

STATE OF NEW JERSEY County of Essex

Kenneth Chapman

Executive Vice President, International Fidelity Insurance Company and Allegheny Casualty Company

1936

On this 31st day of December, 2018 , before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of INTERNATIONAL FIDELITY INSURANCE COMPANY and of ALLEGHENY CASUALTY COMPANY; that the seals affixed to said instrument are the Corporate Seals of said Companies; that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies.



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

Shirelle A. Outley a Notary Public of New Jersey W My Commission Expires April 4, 2023

#### CERTIFICATION

I, the undersigned officer of INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said Companies as set forth in said Power of Attorney, with the originals on file in the home office of said companies, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand on this day, November 25th, 2019

Creve Hartie



Company Profile Company Search

**Company Information** 

**COMPANY PROFILE** 

Company Information

Old Company Names

**INTERNATIONAL FIDELITY INSURANCE COMPANY** 

ONE NEWARK CENTER 20TH FL NEWARK, NJ 07102-5207

Agent for Service

Reference Information

**Old Company Names** 

**Effective Date** 

NAIC Group List

Lines of Business

**Agent For Service** 

Workers' Compensation Complaint and

**SUITE 820** 

Request for

WALNUT CREEK

Action/Appeals Contact Information

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Complaints Studies

Additional Info

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DOROTHY O'CONNOR-MANSON

2999 OAK ROAD

CA 94597

#### Reference Information

NAIC #:	11592
California Company ID #:	4341-4
Date Authorized in California:	02/09/1996
License Status:	UNLIMITED-NORMAL
Company Type:	Property & Casualty
State of Domicile:	NEW JERSEY

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**NAIC Group List** 

NAIC Group #:

0225

IAT Reins Co Grp

#### **Lines Of Business**

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.

**SURETY** 

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#### CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 12/12/2019

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).

٥	ertificate holder in lieu of such endor							is certificate ac	,00 1101 0	011101 11	gino to the
	DDUCER				CONTA NAME:	<sup>ст</sup> Michael Tr	an				
	ood Gutmann & Bogart 901 Red Hill Ave., Suite 100				PHONE (A/C, N	o, Ext): 714-82	4-8384		FAX (A/C, No):	714-573	3-1770
	cense 0679263					ss: mtran@v					
Tu	stin CA 92780				,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,			DING COVERAGE			NAIC#
					INSURE	RA: West An					44393
	URED			ONYXP-1		Rв: Zurich A	****				16535
Or	nyx Paving Company, Inc. 90 E. La Cresta Avenue					R C : AMERIC					40142
	aheim CA 92806-1816				INSURE						
					INSURE						!
					INSURE						
CC	VERAGES CER	RTIFIC	CATE	NUMBER: 103445521	INSOINE			REVISION NUM	MBER:		
T	HIS IS TO CERTIFY THAT THE POLICIES				VE BEE	N ISSUED TO				HE POLI	CY PERIOD
C	NDICATED. NOTWITHSTANDING ANY R CERTIFICATE MAY BE ISSUED OR MAY	PERT	AIN,	THE INSURANCE AFFORD	ED BY	THE POLICIE	S DESCRIBE	HEREIN IS SU	H RESPE BJECT TO	CT TO V D ALL T	VHICH THIS HE TERMS
INSR	XCLUSIONS AND CONDITIONS OF SUCH		CIES.		BEEN						<u> </u>
LTR	TYPE OF INSURANCE		WVD	POLICY NUMBER		POLICY EFF (MM/DD/YYYY)			LIMIT		
^	X COMMERCIAL GENERAL LIABILITY			BKW59627044		3/14/2019	3/14/2020	DAMAGE TO RENT		\$ 2,000,0	-
	CLAIMS-MADE X OCCUR							PREMISES (Ea occi	urrence)	\$ 100,000	0
								MED EXP (Any one		\$ 10,000	
				•				PERSONAL & ADV		\$ 2,000,0	000
	GEN'L AGGREGATE LIMIT APPLIES PER:						·	GENERAL AGGREC	SATE	\$ 4,000,0	00
Ī	POLICY X PRO-							PRODUCTS - COM	P/OP AGG	\$ 4,000,0	00
С	OTHER: AUTOMOBILE LIABILITY			BAB40000004		10///0010	40440000	COMBINED SINGLE	LIMIT	\$	
	V	Ì		BAP106300601		10/1/2019	10/1/2020	(Ea accident)		\$2,000,0	00
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	AUTOS AUTOS NON-OWNED							PROPERTY DAMAG		-	· · ·
	A HIRED AUTOS A AUTOS							(Per accident)	-	\$	
-	UMBRELLA LIAB OCCUB									\$	i
	EXAMENDALIS							EACH OCCURRENCE	CE	\$	<del></del>
	CEATIVIS-IVIADE	1						AGGREGATE		\$	
В	DED RETENTION \$ WORKERS COMPENSATION			WC106300501		10/1/2019	10/1/2020	V PER	OTH- ER	\$	
١	AND EMPLOYERS' LIABILITY Y / N			WC 100300301		10/1/2019	10/1/2020	X PER STATUTE			
ļ	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?	N/A						E.L. EACH ACCIDE	_	\$ 1,000,0	
	(Mandatory in NH) If yes, describe under							E.L. DISEASE - EA I			
$\vdash$	DÉSCRIPTION OF OPERATIONS below							E.L. DISEASE - POL	ICY LIMIT	\$ 1,000,0	00
											:
pol	CRIPTION OF OPERATIONS / LOCATIONS / VEHIC rtificate holder(s) is/are named as additi icy:	onal i	nsure	d per the attached endorse	le, may b ements	e attached if mor as required b	re space is requir y written conf	red) tract subject to th	ne terms &	& condit	ions of the
GL GL GL	Additional Insured Form #CG 20 10 04 Additional Insured State-Permits Form Primary and Non-Contributory Form #C Waiver of Subrogation Form #CG 88 10 Per Project Form #CG 88 70 12 08 e Attached	#CG : G 20	20 13 01 04	04 13							
CE	RTIFICATE HOLDER				CANO	ELLATION					
	County of Riverside Transportation Departmen Attn: Contracts/Bidding Ur				SHO THE ACC	ULD ANY OF	N DATE THE	ESCRIBED POLICE EREOF, NOTICE BY PROVISIONS.	CIES BE CA WILL E	ANCELL BE DEL	ED BEFORE IVERED IN
3525 14th Street Riverside CA 92501		600C									

AGENCY	CUSTOMER ID:	ONYXP-1



ADDITION	AL KEWA	ARKS SCHEDULE	Page 1 of 1
AGENCY Wood Gutmann & Bogart		NAMED INSURED Onyx Paving Company, Inc. 2890 E. La Cresta Avenue	
POLICY NUMBER		Anaheim CA 92806-1816	
CARRIER	NAIC CODE		
ADDITIONAL REMARKS		EFFECTIVE DATE:	
THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO A	CORD FORM		
FORM NUMBER:25 FORM TITLE: CERTIFICATE		NSURANCE	
Auto Additional Insured, Primary & Non-Contributory, and Waive WC Waiver of Subrogation Form #WC 04 03 06			
RE: Curb Ramp Accessibility Project			
Certificate Holder Vesting: County of Riverside, its Agencies, Special Districts and Departm employees, agents, and representatives	ents, their respe	ective director, officers, Board of Supervisors, elected	d and appointed officials,
THIS CERTIFICATE SUPERCEDES ANY PREVIOUSLY ISSUE	ED.		
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			:

# ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE** 

Name Of Additional Insured Person(s) Or Organization(s):

BLANKET

#### Location(s) Of Covered Operations

ALL PROJECTS AND LOCATIONS AS REQUIRED BY WRITTEN CONTRACT

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

- 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
  - The acts or omissions of those acting on your behalf;
  - in the performance of your ongoing operatons for the additional insured(s) at the location(s) designated above.

#### However:

- The insurance afforded to such additional insured only applies to the extent permitted by law; and
- If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

- B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:
  - This insurance does not apply to "bodily injury" or" property damage" occurring after:
  - All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
  - 2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

160200

is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

- Required by the contract or agreement; or
- 2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

Authorized Broker

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

This endorsement modifies insurance provided under the following:

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

#### **SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s) BLANKET



ALL PROJECTS AS REQUIRED BY WRITTEN CONTRACT

ALL LOCATIONS AND JOBS AS REQUIRED BY WRITTEN CONTRACT

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

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" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

#### However:

- 1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
- 2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following added to Section III - Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

- Required by the contract or agreement;
- 2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

Authorized Broker-

# ADDITIONAL INSURED - STATE OR GOVERNMENTAL AGENCY OR SUBDIVISION OR POLITICAL SUBDIVISION - PERMITS OR AUTHORIZATIONS RELATING TO PREMISES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE** 

State Or Governmental Agency Or Subdivision Or Political Subdivision: BLANKET

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II - Who Is An Insured is amended to include as an additional insured any state or governmental agency or subdivision or political subdivision shown in the Schedule, subject to the following additional provision:

This insurance applies only with respect to the following hazards for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization in connection with premises you own, rent or control and to which this insurance applies:

- The existence, maintenance, repair, construction, erection or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners or decorations and similar exposures; or
- 2. The construction, erection or removal of elevators; or
- 3. The ownership, maintenance or use of any elevators covered by this insurance.

#### However:

- The insurance afforded to such additional insured only applies to the extent permitted by law; and
- If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.
- B. With respect to the insurance afforded to these additional insureds, the following is added to Section III Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

- Required by the contract or agreement; or
- 2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

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## PRIMARY AND NONCONTRIBUTORY - OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

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

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

#### Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

(1) The additional insured is a Named Insured under such other insurance; and

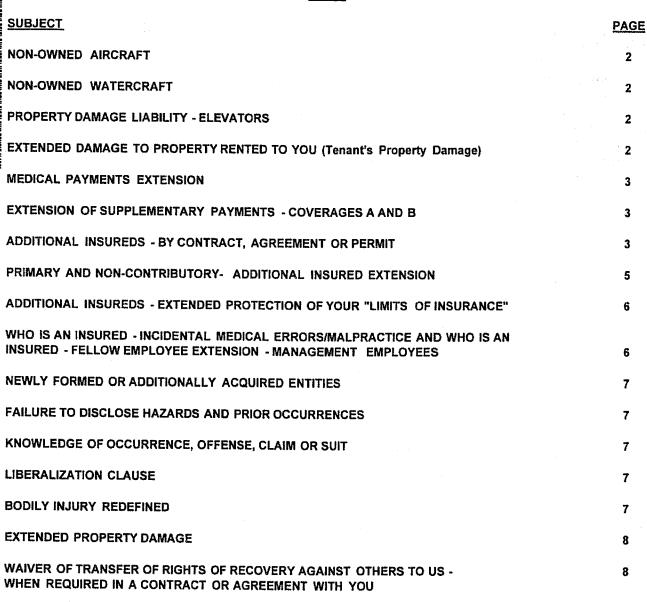
(2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

#### COMMERCIAL GENERAL LIABILITY EXTENSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

#### INDEX



Exclusion a. of COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY is replaced by the following:

a. Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

Q. WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US - WHEN REQUIRED IN A CONTRACT OR AGREEMENT WITH YOU

Under Section IV - Commercial General Liability Conditions, the following is added to Condition 8. Transfer Of Rights Of Recovery Against Others To Us:

We waive any right of recovery we may have against a person or organization because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard" provided:

- 1. You and that person or organization have agreed in writing in a contract or agreement that you waive such rights against that person or organization; and
- The injury or damage occurs subsequent to the execution of the written contract or written agreement.

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# CONSTRUCTION PROJECT(S) - GENERAL AGGREGATE LIMIT (PER PROJECT)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I Coverage A Bodily Injury And Property Damage Liability, and for all medical expenses caused by accidents under Section I Coverage C Medical Payments, which can be attributed only to ongoing operations at a single construction project away from premises owned by or rented to you:
  - 1. A separate Construction Project General Aggregate Limit applies to each construction project, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations .
  - 2. The Construction Project General Aggregate Limit is the most we will pay for the sum of all damages under Coverage A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under Coverage C regardless of the number of:
    - a. Insureds:
    - b. Claims made or "suits" brought; or
    - c. Persons or organizations making claims or bringing "suits".
  - 3. Any payments made under Coverage A for damages or under Coverage C for medical expenses shall reduce the Construction Project General Aggregate Limit for that construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Construction Project General Aggregate Limit for any other construction project.
  - 4. The limits shown in the Declarations for Each Occurrence, Fire Damage and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Construction Project General Aggregate Limit.
- B. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I Coverage A Bodily Injury And Property Damage Liability, and for all medical expenses caused by accidents under Section I Coverage C Medical Payments, which cannot be attributed only to ongoing operations at a single construction project away from premises owned by or rented to you:
  - 1. Any payments made under Coverage A for damages or under Coverage C for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-Completed Operations Aggregate Limit, whichever is applicable; and
  - 2. Such payments shall not reduce any Construction Project General Aggregate Limit.
- C. When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-Completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Construction Project General Aggregate Limit.
- D. If the applicable construction project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.
- E. The provisions of Section III Limits Of Insurance not otherwise modified by this endorsement shall continue to apply.

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## **Coverage Extension Endorsement**

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.
BAP 1063006-01	10/01/2019	10/01/2020		39774000	INCL	

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

This endorsement modifies insurance provided under the:

Business Auto Coverage Form Motor Carrier Coverage Form

#### A. Amended Who Is An Insured

- 1. The following is added to the **Who Is An Insured** Provision in **Section II Covered Autos Liability Coverage**:

  The following are also "insureds":
  - a. Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow for acts performed within the scope of employment by you. Any "employee" of yours is also an "insured" while operating an "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business.
  - **b.** Anyone volunteering services to you is an "insured" while using a covered "auto" you don't own, hire or borrow to transport your clients or other persons in activities necessary to your business.
  - c. Anyone else who furnishes an "auto" referenced in Paragraphs A.1.a. and A.1.b. in this endorsement.
  - d. Where and to the extent permitted by law, any person(s) or organization(s) where required by written contract or written agreement with you executed prior to any "accident", including those person(s) or organization(s) directing your work pursuant to such written contract or written agreement with you, provided the "accident" arises out of operations governed by such contract or agreement and only up to the limits required in the written contract or written agreement, or the Limits of Insurance shown in the Declarations, whichever is less.
- 2. The following is added to the **Other Insurance** Condition in the Business Auto Coverage Form and the **Other Insurance Primary and Excess Insurance Provisions Condition** in the Motor Carrier Coverage Form:

Coverage for any person(s) or organization(s), where required by written contract or written agreement with you executed prior to any "accident", will apply on a primary and non-contributory basis and any insurance maintained by the additional "insured" will apply on an excess basis. However, in no event will this coverage extend beyond the terms and conditions of the Coverage Form.

#### B. Amendment - Supplementary Payments

Paragraphs a.(2) and a.(4) of the Coverage Extensions Provision in Section II – Covered Autos Liability Coverage are replaced by the following:

- (2) Up to \$5,000 for the cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.
- (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

#### C. Fellow Employee Coverage

The Fellow Employee Exclusion contained in Section II - Covered Autos Liability Coverage does not apply.

#### D. Driver Safety Program Liability and Physical Damage Coverage

1. The following is added to the Racing Exclusion in Section II – Covered Autos Liability Coverage:

This exclusion does not apply to covered "autos" participating in a driver safety program event, such as, but not limited to, auto or truck rodeos and other auto or truck agility demonstrations.

2. The following is added to Paragraph 2. in the Exclusions of Section III – Physical Damage Coverage of the Business Auto Coverage Form and Paragraph 2.b. in the Exclusions of Section IV – Physical Damage Coverage of the Motor Carrier Coverage Form:

This exclusion does not apply to covered "autos" participating in a driver safety program event, such as, but not limited to, auto or truck rodeos and other auto or truck agility demonstrations.

#### E. Lease or Loan Gap Coverage

The following is added to the Coverage Provision of the Physical Damage Coverage Section:

#### Lease Or Loan Gap Coverage

In the event of a total "loss" to a covered "auto", we will pay any unpaid amount due on the lease or loan for a covered "auto", less:

- a. Any amount paid under the Physical Damage Coverage Section of the Coverage Form; and
- **b**. Any:
  - (1) Overdue lease or loan payments at the time of the "loss";
  - (2) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
  - (3) Security deposits not returned by the lessor;
  - (4) Costs for extended warranties, credit life insurance, health, accident or disability insurance purchased with the loan or lease; and
  - (5) Carry-over balances from previous leases or loans.

#### F. Towing and Labor

Paragraph A.2. of the Physical Damage Coverage Section is replaced by the following:

We will pay up to \$75 for towing and labor costs incurred each time a covered "auto" of the private passenger type is disabled. However, the labor must be performed at the place of disablement.

#### G. Extended Glass Coverage

The following is added to Paragraph A.3.a. of the Physical Damage Coverage Section:

If glass must be replaced, the deductible shown in the Declarations will apply. However, if glass can be repaired and is actually repaired rather than replaced, the deductible will be waived. You have the option of having the glass repaired rather than replaced.

#### H. Hired Auto Physical Damage - Increased Loss of Use Expenses

The Coverage Extension for Loss Of Use Expenses in the Physical Damage Coverage Section is replaced by the following:

#### **Loss Of Use Expenses**

For Hired Auto Physical Damage, we will pay expenses for which an "insured" becomes legally responsible to pay for loss of use of a vehicle rented or hired without a driver under a written rental contract or written rental agreement. We will pay for loss of use expenses if caused by:

- (1) Other than collision only if the Declarations indicate that Comprehensive Coverage is provided for any covered "auto":
- (2) Specified Causes Of Loss only if the Declarations indicate that Specified Causes Of Loss Coverage is provided for any covered "auto"; or
- (3) Collision only if the Declarations indicate that Collision Coverage is provided for any covered "auto".

However, the most we will pay for any expenses for loss of use is \$100 per day, to a maximum of \$3000.

#### I. Personal Effects Coverage

The following is added to the Coverage Provision of the Physical Damage Coverage Section:

#### **Personal Effects Coverage**

- a. We will pay up to \$750 for "loss" to personal effects which are:
  - (1) Personal property owned by an "insured"; and
  - (2) In or on a covered "auto".
- b. Subject to Paragraph a. above, the amount to be paid for "loss" to personal effects will be based on the lesser of:
  - (1) The reasonable cost to replace; or
  - (2) The actual cash value.
- **c.** The coverage provided in Paragraphs **a.** and **b.** above, only applies in the event of a total theft of a covered "auto". No deductible applies to this coverage. However, we will not pay for "loss" to personal effects of any of the following:
  - (1) Accounts, bills, currency, deeds, evidence of debt, money, notes, securities, or commercial paper or other documents of value.
  - (2) Bullion, gold, silver, platinum, or other precious alloys or metals; furs or fur garments; jewelry, watches, precious or semi-precious stones.
  - (3) Paintings, statuary and other works of art.
  - (4) Contraband or property in the course of illegal transportation or trade.
  - (5) Tapes, records, discs or other similar devices used with audio, visual or data electronic equipment.

Any coverage provided by this Provision is excess over any other insurance coverage available for the same "loss".

#### J. Tapes, Records and Discs Coverage

- The Exclusion in Paragraph B.4.a. of Section III Physical Damage Coverage in the Business Auto Coverage
  Form and the Exclusion in Paragraph B.2.c. of Section IV Physical Damage Coverage in the Motor Carrier
  Coverage Form does not apply.
- 2. The following is added to Paragraph 1.a. Comprehensive Coverage under the Coverage Provision of the Physical Damage Coverage Section:

We will pay for "loss" to tapes, records, discs or other similar devices used with audio, visual or data electronic equipment. We will pay only if the tapes, records, discs or other similar audio, visual or data electronic devices:

- (a) Are the property of an "insured"; and
- (b) Are in a covered "auto" at the time of "loss".

The most we will pay for such "loss" to tapes, records, discs or other similar devices is \$500. The **Physical Damage Coverage Deductible** Provision does not apply to such "loss".

#### K. Airbag Coverage

The Exclusion in Paragraph **B.3.a.** of **Section III – Physical Damage Coverage** in the Business Auto Coverage Form and the Exclusion in Paragraph **B.4.a.** of **Section IV – Physical Damage Coverage** in the Motor Carrier Coverage Form does not apply to the accidental discharge of an airbag.

#### L. Two or More Deductibles

The following is added to the **Deductible** Provision of the **Physical Damage Coverage** Section:

If an accident is covered both by this policy or Coverage Form and by another policy or Coverage Form issued to you by us, the following applies for each covered "auto" on a per vehicle basis:

- 1. If the deductible on this policy or Coverage Form is the smaller (or smallest) deductible, it will be waived; or
- 2. If the deductible on this policy or Coverage Form is not the smaller (or smallest) deductible, it will be reduced by the amount of the smaller (or smallest) deductible.

#### M. Physical Damage - Comprehensive Coverage - Deductible

The following is added to the **Deductible** Provision of the **Physical Damage Coverage** Section:

Regardless of the number of covered "autos" damaged or stolen, the maximum deductible that will be applied to Comprehensive Coverage for all "loss" from any one cause is \$5,000 or the deductible shown in the Declarations, whichever is greater.

#### N. Temporary Substitute Autos - Physical Damage

The following is added to Section I – Covered Autos:

#### Temporary Substitute Autos - Physical Damage

If Physical Damage Coverage is provided by this Coverage Form on your owned covered "autos", the following types of vehicles are also covered "autos" for Physical Damage Coverage:

Any "auto" you do not own when used with the permission of its owner as a temporary substitute for a covered "auto" you do own but is out of service because of its:

- 1. Breakdown;
- 2. Repair;
- 3. Servicing;
- 4. "Loss"; or
- 5. Destruction.
- 2. The following is added to the Paragraph A. Coverage Provision of the Physical Damage Coverage Section:

#### **Temporary Substitute Autos – Physical Damage**

We will pay the owner for "loss" to the temporary substitute "auto" unless the "loss" results from fraudulent acts or omissions on your part. If we make any payment to the owner, we will obtain the owner's rights against any other party.

The deductible for the temporary substitute "auto" will be the same as the deductible for the covered "auto" it replaces.

## O. Amended Duties In The Event Of Accident, Claim, Suit Or Loss

Paragraph a. of the Duties In The Event Of Accident, Claim, Suit Or Loss Condition is replaced by the following:

a. In the event of "accident", claim, "suit" or "loss", you must give us or our authorized representative prompt notice of the "accident", claim, "suit" or "loss". However, these duties only apply when the "accident", claim, "suit" or "loss" is known to you (if you are an individual), a partner (if you are a partnership), a member (if you are a limited liability company) or an executive officer or insurance manager (if you are a corporation). The failure of any

agent, servant or employee of the "insured" to notify us of any "accident", claim, "suit" or "loss" shall not invalidate the insurance afforded by this policy.

Include, as soon as practicable:

- (1) How, when and where the "accident" or "loss" occurred and if a claim is made or "suit" is brought, written notice of the claim or "suit" including, but not limited to, the date and details of such claim or "suit";
- (2) The "insured's" name and address; and
- (3) To the extent possible, the names and addresses of any injured persons and witnesses.

If you report an "accident", claim, "suit" or "loss" to another insurer when you should have reported to us, your failure to report to us will not be seen as a violation of these amended duties provided you give us notice as soon as practicable after the fact of the delay becomes known to you.

#### P. Waiver of Transfer Of Rights Of Recovery Against Others To Us

The following is added to the Transfer Of Rights Of Recovery Against Others To Us Condition:

This Condition does not apply to the extent required of you by a written contract, executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by such contract. This waiver only applies to the person or organization designated in the contract.

#### Q. Employee Hired Autos - Physical Damage

Paragraph **b.** of the **Other Insurance** Condition in the Business Auto Coverage Form and Paragraph **f.** of the **Other Insurance – Primary and Excess Insurance Provisions** Condition in the Motor Carrier Coverage Form are replaced by the following:

For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

- (1) Any covered "auto" you lease, hire, rent or borrow; and
- (2) Any covered "auto" hired or rented under a written contract or written agreement entered into by an "employee" or elected or appointed official with your permission while being operated within the course and scope of that "employee's" employment by you or that elected or appointed official's duties as respect their obligations to you.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

#### R. Unintentional Failure to Disclose Hazards

The following is added to the Concealment, Misrepresentation Or Fraud Condition:

However, we will not deny coverage under this Coverage Form if you unintentionally:

- (1) Fail to disclose any hazards existing at the inception date of this Coverage Form; or
- (2) Make an error, omission, improper description of "autos" or other misstatement of information.

You must notify us as soon as possible after the discovery of any hazards or any other information that was not provided to us prior to the acceptance of this policy.

#### S. Hired Auto - World Wide Coverage

Paragraph 7a.(5) of the Policy Period, Coverage Territory Condition is replaced by the following:

(5) Anywhere in the world if a covered "auto" is leased, hired, rented or borrowed for a period of 60 days or less,

#### T. Bodily Injury Redefined

The definition of "bodily injury" in the **Definitions** Section is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease, sustained by a person including death or mental anguish, resulting from any of these at any time. Mental anguish means any type of mental or emotional illness or disease.

#### U. Expected Or Intended Injury

The Expected Or Intended Injury Exclusion in Paragraph B. Exclusions under Section II – Covered Auto Liability Coverage is replaced by the following:

#### **Expected Or Intended Injury**

"Bodily injury" or "property damage" expected or intended from the standpoint of the "insured". This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

#### V. Physical Damage – Additional Temporary Transportation Expense Coverage

Paragraph A.4.a. of Section III - Physical Damage Coverage is replaced by the following:

#### 4. Coverage Extensions

#### a. Transportation Expenses

We will pay up to \$50 per day to a maximum of \$1,000 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss".

#### W. Replacement of a Private Passenger Auto with a Hybrid or Alternative Fuel Source Auto

The following is added to Paragraph A. Coverage of the Physical Damage Coverage Section:

In the event of a total "loss" to a covered "auto" of the private passenger type that is replaced with a hybrid "auto" or "auto" powered by an alternative fuel source of the private passenger type, we will pay an additional 10% of the cost of the replacement "auto", excluding tax, title, license, other fees and any aftermarket vehicle upgrades, up to a maximum of \$2500. The covered "auto" must be replaced by a hybrid "auto" or an "auto" powered by an alternative fuel source within 60 calendar days of the payment of the "loss" and evidenced by a bill of sale or new vehicle lease agreement.

To qualify as a hybrid "auto", the "auto" must be powered by a conventional gasoline engine and another source of propulsion power. The other source of propulsion power must be electric, hydrogen, propane, solar or natural gas, either compressed or liquefied. To qualify as an "auto" powered by an alternative fuel source, the "auto" must be powered by a source of propulsion power other than a conventional gasoline engine. An "auto" solely propelled by biofuel, gasoline or diesel fuel or any blend thereof is not an "auto" powered by an alternative fuel source.

#### X. Return of Stolen Automobile

The following is added to the Coverage Extension Provision of the Physical Damage Coverage Section:

If a covered "auto" is stolen and recovered, we will pay the cost of transport to return the "auto" to you. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage.

All other terms, conditions, provisions and exclusions of this policy remain the same.

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## WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT— CALIFORNIA

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

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

The additional premium for this endorsement shall be mium otherwise due on such remuneration.

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% of the California workers' compensation pre-

Schedule

**Job Description** 

Person or Organization ALL PERSONS AND/OR ORGANIZATIONS THAT ARE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT WITH THE INSURED, EXECUTED PRIOR TO THE ACCIDENT OR LOSS, THAT WAIVER OF SUBROGATION BE PROVIDED UNDER THIS POLICY FOR WORK PERFORMED BY YOU FOR FOR THAT PERSON AND/OR ORGANIZATION.

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Company Profile

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**Company Information** 

Company Information

**COMPANY PROFILE** 

**Old Company** Names

**AMERICAN ZURICH INSURANCE COMPANY** 

1299 ZURICH WAY SCHAUMBURG, IL 60196 800-987-3373

Agent for Service

Reference Information

**Old Company Names** 

**Effective Date** 

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Composite **Complaints Studies** 

Additional Info

Find A Company Representative In Your Area

View Financial Disclaimer

Melissa DeKoven

2710 Gateway Oaks Drive, Suite 150N Sacramento CA 95833-3505

**Reference Information** 

NAIC #:	40142
California Company ID #:	2931-4
Date Authorized in California:	11/16/1983
License Status:	UNLIMITED-NORMAL
Company Type:	Property & Casualty
State of Domicile:	ILLINOIS

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**NAIC Group List** 

NAIC Group #:

0212 **ZURICH INS GRP** 

**Lines Of Business** 

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** 

**BOILER AND MACHINERY** 

BURGLARY

COMMON CARRIER LIABILITY

DISABILITY

FIRE

LIABILITY

MARINE

**MISCELLANEOUS** 

PLATE GLASS

**SPRINKLER** 

**TEAM AND VEHICLE** 

WORKERS' COMPENSATION

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Names

1299 ZURICH WAY SCHAUMBURG, IL 60196 800-936-5873

**ZURICH AMERICAN INSURANCE COMPANY** 

Reference

Agent for Service

**Old Company Names** 

**Effective Date** 

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Melissa DeKoven

2710 Gateway Oaks Drive, Suite 150N Sacramento CA 95833-3505

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**Reference Information** 

NAIC #:	16535
California Company ID #:	4581-5
Date Authorized in California:	01/01/1999
License Status:	UNLIMITED-NORMAL
Company Type:	Property & Casualty
State of Domicile:	NEW YORK

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**NAIC Group List** 

NAIC Group #:

**ZURICH INS GRP** 

#### Lines Of Business

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.

0212

AIRCRAFT

**AUTOMOBILE** 

**BOILER AND MACHINERY** 

**BURGLARY** 

COMMON CARRIER LIABILITY

**CREDIT** 

DISABILITY

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175 BERKELEY STREET BOSTON, MA 02116

**WEST AMERICAN INSURANCE COMPANY** 

800-344-0197

**Old Company Names** 

**Effective Date** 

**Agent For Service** 

Melissa DeKoven

2710 Gateway Oaks Drive, Suite 150N Sacramento

CA 95833-3505

#### **Reference Information**

NAIC #:	44393
California Company ID #:	5743-0
Date Authorized in California:	04/12/2012
License Status:	UNLIMITED-NORMAL
Company Type:	Property & Casualty
State of Domicile:	INDIANA

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### **NAIC Group List**

NAIC Group #:

0111

LIBERTY MUT GRP

#### **Lines Of Business**

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** 

**BOILER AND MACHINERY** 

**BURGLARY** 

COMMON CARRIER LIABILITY

**CREDIT** 

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**MISCELLANEOUS** 

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