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



ITEM: 3.46 (ID # 19439)

**MEETING DATE:** 

Tuesday, July 26, 2022

Kecia R. Harper

Clerk of the Boa

FROM: TLMA-TRANSPORTATION:

**SUBJECT:** TRANSPORTATION AND LAND MANAGEMENT AGENCY/TRANSPORTATION: Accept the Low Bid and Award the Contract for the Construction of the Soboba Street Resurfacing Project, in the Community of East Hemet. District 3. [\$1,268,000 Total Cost - Local Funds 100%]

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

- 1. Waive any and all immaterial irregularities and accept the low bid of Onyx Paving Company, Inc. (Onyx) of Anaheim, California in the amount of \$1,268,000;
- 2. Award the contract to Onyx and authorize the Chair of the Board to execute the contract documents; and
- 3. Approve the project proposed budget as shown on Attachment "A".

**ACTION:Policy** 

#### MINUTES OF THE BOARD OF SUPERVISORS

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

6/30/2022

Aves:

Jeffries, Spiegel, Washington, Perez and Hewitt

Nays:

None

Absent:

None

Date:

July 26, 2022

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XC:

Transp.

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

FINANCIAL DATA	Current Fis	cal Year:	Next Fisca	l Year:	Total Cos	st:	Ongoing	g Cost
COST	\$ 1,2	68,000	\$	0	\$ 1,2	268,000	\$	0
NET COUNTY COST	\$	0	\$	0	\$	0	\$	0
SOURCE OF FUNDS: Gas Tax/SB-1 (99.9%) and Frontier (0.1%).						lget Adju	stment:	No
There are no General F								
					For	Fiscal Ye	ear: 2	2/23

C.E.O. RECOMMENDATION: Approve

#### BACKGROUND:

#### **Summary**

By Minute Order dated April 12, 2022 (Agenda Item 3.31), the County of Riverside (County) Board of Supervisors authorized the Clerk of the Board to advertise for the construction of the Soboba Street Resurfacing Project to resurface approximately 1.2 miles of Soboba Street from Stetson Avenue to Florida Avenue (State Highway 74) in the Community of East Hemet of Riverside County.

Soboba Street is classified a secondary highway in the County of Riverside's General Plan. Soboba Street is a two-lane road that travels in the north-south directions, and its width varies between 26-feet to 51-feet.

Roadway resurfacing is needed due to the deteriorated pavement conditions. Mainly, the proposed Soboba Street Resurfacing Project will consist of two treatment types. The first treatment consists of removing the existing asphalt concrete pavement and underlying material and placing back new Hot Mix Asphalt (HMA) pavement and Rubberized Hot Mix Asphalt (RHMA). The second treatment consist of grinding down a portion of the existing asphalt concrete pavement followed by overlaying back with RHMA.

Additional improvements include placement of an AC dike, reconstruction of asphalt concrete driveways, construction of concrete curb and gutter, cross gutters, construction of Americans with Disabilities Act (ADA) compliant concrete access ramps, placement of safety edge to protect the outside edge of pavement, placing of traffic striping, pavement markings, regrading and widening of an existing drainage ditch of approximately 500-feet long located on the west side of Soboba Street just south of Florida Avenue, and other associated work

The Contract includes following bid schedules of work:

Base Bid Schedule: Soboba Street Resurfacing and associated improvements

Alternative Bid Schedule 1: Not Selected for Award

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

(Southern California Edison Manhole Adjustments)

Alternative Bid Schedule 2: Frontier Manhole Adjustments

Southern California Edison has rejected the bid prices proposed by Onyx for Alternative Bid Schedule 1.

Frontier has accepted the bid prices proposed by Onyx for Alternative Bid Schedule 2, and the cost for the work will be reimbursed by Frontier through a reimbursement Agreement. The Director of Transportation has the authority to sign reimbursement Agreements up to \$100,000 per Minute Order dated November 19, 2019 (Agenda Item 3.25).

The contractor, Onyx, 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 No. A8-0791

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

The purpose of this project is to replace existing deteriorated pavement with new hot mix asphalt for the approximate 1.2 miles segment of Soboba Street to provide the public with a smooth paved roadway that will improve the safety and efficiency of vehicular traffic.

The work is anticipated to begin in summer 2022. The work will be phased to keep the road open during construction as much as possible and will take approximately two months to complete.

#### SUPPLEMENTAL:

#### **Additional Fiscal Information**

Construction is expected to be completed in Fiscal Year 2022/2023 and will be funded with Gas Tax/SB-1 and Frontier 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

Five bids were received on Wednesday May 4, 2022 ranging from \$1,272,000 to \$1,415,000. The basis for the selection of a contractor is the lowest responsive and responsible bid. The lowest responsive and responsible bid was submitted by Onyx in the amount of \$1,272,000 which is \$99,332.80 (7.24%) below the Engineer's Estimate. The contract amount (\$1,268,000)

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

varies from bid amount (\$1,272,000) because Alternative Bid Schedule 1 in the amount of \$4,000 is not selected for award.

The Transportation Department recommends the award of the contract to Onyx in the amount of \$1,268,000.

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

varies from bid amount (\$1,272,000) because Alternative Bid Schedule 1 in the amount of \$4,000 is not selected for award.

The Transportation Department recommends the award of the contract to Onyx in the amount of \$1,268,000.

#### **ATTACHMENTS:**

Vicinity Map
Attachment "A"
Summary of Bids
Contract/Bonds/Insurance
Contractor's Bid Proposal

Jason Farin Principal Management Analyst

7/19/2022

3.46

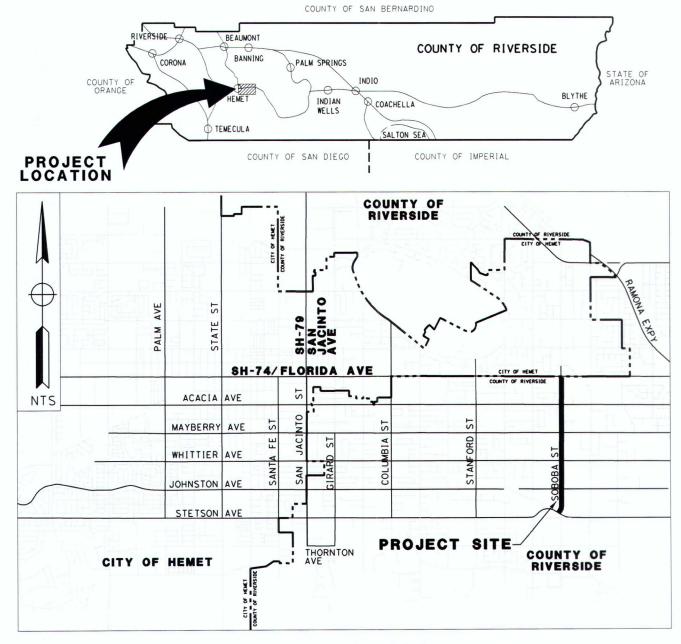
## COUNTY OF RIVERSIDE TRANSPORTATION DEPARTMENT

## SOBOBA STREET RESURFACING PROJECT

STETSON AVENUE TO FLORIDA AVENUE (SH-74)

**COMMUNITY OF EAST HEMET** 

PROJECT No. A8-0791



VICINITY MAP

### **Attachment "A"**

County of Riverside - Transportation Department

Expenses as of 6/14/2022

Project:

Soboba Street Resurfacing

Project No.:

A8-0791

Dro	act	Costs	and	Rud	nat
	COL	COSIS	anu	Duu	ueı

Activity	Incurred Costs	Projected Costs	Total Costs	Existing Budget	Proposed Budget
Preliminary Survey	76,699		77,000	100,000	77,000
Environmental				10,000	
Design	340,693	20,000	361,000	285,000	361,000
Right-of-way					
Utilities					
Construction		1,268,000	1,395,000	1,800,000	1,395,000
Construction Contingency 10%		126,800	1,395,000	1,800,000	1,395,000
Construction Engineering & Inspection	887	269,113	270,000	270,000	270,000
Construction Survey		90,000	90,000	90,000	90,000
Totals:	418,279	1,773,913	2,193,000	2,555,000	2,193,000

**Project Funding** 

Code	Name	Existing Budget	Proposed Budget
223	Gas Tax/SB1	2,555,000	2,192,000
990	Miscellaneous (Frontier Communications)		1,000

Totals 2,555,000 2,193,000

Co	 -			
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Riverside County Transportation Departments

Advertised: April 12, 2022 (Agenda Item 3-31)

Addenda: None

Dird bia 980194A	Bid Prices 2,266.79 \$6,276.26		92.975,266.79		85.276.26 \$ 328,266.79 \$6,276.26 \$		64.029,18	\$2.E91,3EE,18
5 Hardy & Harper, Inc.	00.885,265.00	00.021,6	2,625.00	00.000,214,1\$				
4 All American Asplialt	<b>₽</b> 3.400,898, <b>■</b>	00.000,4	00.000,1	75.400,89E,1\$				
3 LC Paving & Sealing, Inc.	68.067,60€_ ↑	SE.134,3	9₽.TTƏ,1	49.626,71E,1\$				
Vance Corporation	03.E82,83.50 ⊤	00.008,7	1,950.00	\$1,278,033.50				
1 Onyx Paving Company, Inc.	00.000,73 <u></u> _ r	00.000, <del>p</del>	00.000,1	00.000,272,1\$				
COUNTY'S ESTIMATE	08.2£8,83 <b>≥</b> . ►	00.000,01	2,500.00	08.288,178,1\$				
Company Name	BASE BID S CHEDULE - Soboba street Result acing and associated	ALTERNATIVE BID SCHEDULE 1 - Southern California Edison Manhole Adjustments	ALTERNATIVE BID SCHEDULE 2 - Frontier Manhole Adjustments	Project IstoT				
Bids Open: 2 pm Date: Wednesday, May 4, 2022								

Community of East Hemet Project No. A8-0791

:ТЭЗСОЯЧ

Stetson Avenue to Florida Avenue (SH-74) Soboba Street Resurfacing Project

Project No. A8-0791 Community of East Hemet Stetson Avenue to Florida Avenue (SH-74) Soboba Street Resurfacing Project

PROJECT:

Riverside County Transportation Department Summary of Bids

Addenda: None Advertised: April 12, 2022 (Agenda Item: 3.31)

Bids Open: 2 pm Date: Wednesday, May 4, 2022

62.992,828,18	97:927'9\$	67.059,18	<i>\$5.</i> 591,355,18
00.352,£04,1	9,120.00	2,625.00	00.000,214,1\$
43.400,59£,1	00.000,4	00.000,1	\$2.400,89E,1\$
68.067,60£,1	<u>2</u> ε.13 <del></del> 4,8	94.778,1	79.626,715,1\$
03.583,832,1	00.008,7	00.036,1	\$1,278,033.50
00.000,792,1	00.000, <del>Þ</del>	00.000,1	00.000,272,1\$
08.258,832.80	00.000,01	2,500.00	08.288,178,1\$
BASE BID SCHEDULE - Soboba Street Resurfacing and associated improvements	ALTERNATIVE BID SCHEDULE 1 - Southern California Edison Manhole Adjustments	ALTERNATIVE BID SCHEDULE 2 - Frontier Manhole Adjustments	toejorq lstoT
	Street Resurfacing and associated improvements  1,358,832.80  1,268,283.50  1,309,790.89  1,393,004.54  1,403,255.00	Street Resurfacing and associated   Southern California Edison     1,358,832.80   10,000.00     1,268,283.50   7,800.00     1,309,790.89   6,461.32     1,393,004.54   4,000.00     1,403,255.00   9,120.00	2176ef Resurfacing and associated   Southern California Edison   Southern California Edison     1,358,832.80



PROJECT: Soboba Street Resurfacing Project

Stetson Avenue to Florida Avenue (SH-74)

**Community of East Hemet** 

Project No. A8-0791

Advertised: April 12, 2022 (Agenda Item: 3.31)

Addenda: None

Bids Open: 2 pm Date: Wednesday, May 4, 2022

BASE BI	D SCHEDULI	E - Soboba Street Resurfacing and associated improvements	COUNTY'S	ESTIMATE	Onyx Paving Company, Inc. Anaheim, CA 92806			
ITEM NO.		CONTRACTITEM	UNITS	QUANTITY	UNIT PRICE	ENG ESTIMATE	BID UNIT PRICE	BID ESTIMATE
1	100100	DEVELOP WATER SUPPLY	LS	1	10,000.00	10,000.00	11,000.00	11,000.00
2	120100	TRAFFIC CONTROL SYSTEM	LS	1	125,000.00	125,000.00	128,500.00	128,500.00
3	130200	PREPARE WATER POLLUTION CONTROL PROGRAM	LS	1	5,000.00	5,000.00	11,000.00	11,000.00
4	170103	CLEARING AND GRUBBING	LS	1	50,000.00	50,000.00	27,244.36	27,244.36
5	066102	DUST ABATEMENT	LS	1	15,000.00	15,000.00	11,000.00	11,000.00
6	190101	ROADWAY EXCAVATION	CY	2,100	50.00	105,000.00	37.00	77,700.00
7	194001	DITCH EXCAVATION (AND GRADING)	CY	600	100.00	60,000.00	70.00	42,000.00
8	013905	ASPHALT CONCRETE (DRIVEWAY APPROACH WITH ASPHALT CONCRETE DIKE) (CRS 206)	SQFT	3,100	10.00	31,000.00	4.00	12,400.00
9	013908	ASPHALT CONCRETE DRIVEWAY	SQFT	6,200	5.00	31,000.00	2.50	15,500.00
10	013903	PLACE ASPHALT CONCRETE DIKE (CRS 212) (6")	LF	2,240	10.00	22,400.00	4.00	8,960.00
11	013904	PLACE ASPHALT CONCRETE DIKE (CRS 212) (8")	LF	1,163	11.00	12,793.00	4.00	4,652.00
12	394077	PLACE HOT MIX ASPHALT DIKE (TYPE F MOD) (9")	LF	113	15.00	1,695.00	4.00	452.00
13	394077	PLACE HOT MIX ASPHALT DIKE (TYPE F MOD) (12")	LF	389	15.00	5,835.00	4.00	1,556.00
14	013902	ASPHALT CONCRETE OVERSIDE DRAIN (CRS 306)	EA	4	2,500.00	10,000.00	1,000.00	4,000.00
15	398200	COLD PLANE ASPHALT CONCRETE PAVEMENT	SQYD	12,500	3.00	37,500.00	2.22	27,750.00
16	390132	HOT MIX ASPHALT (TYPE A)	TON	2,900	85.00	246,500.00	95.00	275,500.00
17	390137	RUBBERIZED HOT MIX ASPHALT (GAP GRADED)	TON	2,900	95.00	275,500.00	117.00	339,300.00
18	710212	ADJUST MANHOLE TO GRADE (LHMWD, RCFC)	EA	10	2,500.00	25,000.00	1,300.00	13,000.00
19	510502	MINOR CONCRETE (MINOR STRUCTURE) [HEADWALL]	EA	1	12,500.00	12,500.00	27,000.00	27,000.00

PROJECT: Soboba Street Resurfacing Project

Stetson Avenue to Florida Avenue (SH-74)

Community of East Hemet Project No. A8-0791

Advertised: April 12, 2022 (Agenda Item: 3.31)

Addenda: None

Bids Open: 2 pm Date: Wednesday, May 4, 2022

COUNTY/O FORTMATE

BASE BII	D SCHEDULE	E - Soboba Street Resurfacing and associated improvements (co	COUNTY'S	ESTIMATE	Onyx Paving Company Anaheim, CA 92806	y, Inc.		
ITEM NO.	ITEM CODE	CONTRACTITEM	UNITS	QUANTITY	UNIT PRICE	ENG ESTIMATE	BID UNIT PRICE	BID ESTIMATE
20	723160	CONCRETED-ROCK SLOPE PROTECTION (1/4 T, Class V, METHOD A)	CY	6	750.00	4,500.00	1,300.00	7,800.00
21	017315	MINOR CONCRETE (CURB RAMP) (CRS 403 - CASE A)	EA	3	5,500.00	16,500.00	7,600.00	22,800.00
22	017317	MINOR CONCRETE (CROSS-GUTTER AND SPANDREL) [CRS 209]	SQFT	2,200	20.00	44,000.00	19.00	41,800.00
23	017317	MINOR CONCRETE (CROSS-GUTTER AND SPANDREL) [CRS 209 WITH DOWELS PER SPPWC 122-2]	SQFT	830	20.00	16,600.00	24.00	19,920.00
24	017305	MINOR CONCRETE (CURB AND GUTTER) (CRS 201)	LF	204	75.00	15,300.00	55.00	11,220.00
25	017304	MINOR CONCRETE (CURB AND GUTTER) (CRS 200)	LF	15	75.00	1,125.00	55.00	825.00
26	810170	DELINEATOR (CLASS 1)	EA	30	250.00	7,500.00	69.00	2,070.00
27	810180	DELINEATOR (CLASS 2)	EA	20	350.00	7,000.00	96.00	1,920.00
28	820151	OBJECT MARKER (TYPE L-1)	EA	20	350.00	7,000.00	96.00	1,920.00
29	810230	PAVEMENT MARKER (RETROREFLECTIVE)	EA	450	5.00	2,250.00	4.00	1,800.00
30	820410	SALVAGE ROADSIDE SIGN (INCLUDING WOOD OR METAL POST OR SIGN PANEL ONLY)	EA	47	250.00	11,750.00	27.00	1,269.00
31	820840	ROADSIDE SIGN - ONE POST	EA	50	400.00	20,000.00	350.00	17,500.00
32	840515	THERMOPLASTIC PAVEMENT MARKING	SQFT	1,200	8.00	9,600.00	7.00	8,400.00
33	840501	THERMOPLASTIC TRAFFIC STRIPE	LF	22,132	1.40	30,984.80	0.77	17,041.64
34	Control of the late of the lat	INDUCTIVE LOOP DETECTOR (TYPE E AND TYPE D PER CALTRANS STD. ES-5B) [INCLUDING DLC WIRES AND CONNECT AT CONDUIT STUB-OUT]	EA	12	1,500.00	18,000.00	600.00	7,200.00
35	010602	MISCELLANEOUS WORK (AS DIRECTED)	FA	1	65,000.00	65,000.00	65,000.00	65,000.00
	BASE BID SCH - SUB-TOTAL ITEMS 1 - 35					1,358,832.80		1,267,000.00

PROJECT: Soboba Street Resurfacing Project

Stetson Avenue to Florida Avenue (SH-74)

**Community of East Hemet** 

Advertised: April 12, 2022 (Agenda Item: 3.31)

Addenda: None

Bids Open: 2 pm Date: Wednesday, May 4, 2022

Project No. A8-0791

ALTERNA	ATIVE BID SO	CHEDULE 1 - Southern California Edison Manhole Adjustments		COUNTY'S		Onyx Paving Company, Inc. Anaheim, CA 92806		
ITEM NO.	ITEM CODE	CONTRACT ITEM	UNITS	QUANTITY	UNIT PRICE	ENG ESTIMATE	BID UNIT PRICE	BID ESTIMATE
36	710212	ADJUST MANHOLE TO GRADE (SCE)	EA	4	2,500.00	10,000.00	1,000.00	4,000.00
		ALT BID SCH 1 - SUB-TOTAL ITEM 36				10,000.00		4,000.00

ALTERNATIVE BID SCHEDULE 2 - Frontier Manhole Adjustments					COUNTY'S		Onyx Paving Company Anaheim, CA 92806	l y, Inc.
ITEM NO.	ITEM CODE	CONTRACT ITEM	UNITS	QUANTITY	UNIT PRICE	ENG ESTIMATE	BID UNIT PRICE	BID ESTIMATE
37	710212	ADJUST MANHOLE TO GRADE (FRONTIER)	EA	1	2,500.00	2,500.00	1,000.00	1,000.00
		ALT BID SCH 2 - SUB-TOTAL ITEM 37				2,500.00		1,000.00

PROJECT TOTAL		
ITEMS 1 - 37	1,371,332.80	1,272,000.00

PROJECT: Soboba Street Resurfacing Project

Stetson Avenue to Florida Avenue (SH-74)

**Community of East Hemet** 

Project No. A8-0791

Advertised: April 12, 2022 (Agenda Item: 3.31)

Addenda: None

Bids Open: 2 pm Date: Wednesday, May 4, 2022

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BASE BI	D SCHEDULI	E - Soboba Street Resurfacing and associated improvements			Vance Corporation Beaumont, CA 92223		LC Paving & Sealing, Escondido, CA 92029	Inc.
ITEM NO.	ITEM CODE	CONTRACTITEM	UNITS	QUANTITY	BID UNIT PRICE	BID ESTIMATE	BID UNIT PRICE	BID ESTIMATE
1	100100	DEVELOP WATER SUPPLY	LS	1	3,500.00	3,500.00	39,646.74	39,646.74
2	120100	TRAFFIC CONTROL SYSTEM	LS	1	60,800.00	60,800.00	57,892.02	57,892.02
3	130200	PREPARE WATER POLLUTION CONTROL PROGRAM	LS	1	5,000.00	5,000.00	7,530.93	7,530.93
4	170103	CLEARING AND GRUBBING	LS	1	50,800.00	50,800.00	20,313.26	20,313.26
5	066102	DUST ABATEMENT	LS	1	24,000.00	24,000.00	20,048.99	20,048.99
6	190101	ROADWAY EXCAVATION	CY	2,100	50.30	105,630.00	26.97	56,637.00
7	194001	DITCH EXCAVATION (AND GRADING)	CY	600	16.00	9,600.00	26.05	15,630.00
8	013905	ASPHALT CONCRETE (DRIVEWAY APPROACH WITH ASPHALT CONCRETE DIKE) (CRS 206)	SQFT	3,100	4.30	13,330.00	9.02	27,962.00
9	013908	ASPHALT CONCRETE DRIVEWAY	SQFT	6,200	3.90	24,180.00	8.90	55,180.00
10	013903	PLACE ASPHALT CONCRETE DIKE (CRS 212) (6")	LF	2,240	3.50	7,840.00	9.64	21,593.60
11	013904	PLACE ASPHALT CONCRETE DIKE (CRS 212) (8")	LF	1,163	3.50	4,070.50	10.30	11,978.90
12	394077	PLACE HOT MIX ASPHALT DIKE (TYPE F MOD) (9")	LF	113	3.50	395.50	12.77	1,443.01
13	394077	PLACE HOT MIX ASPHALT DIKE (TYPE F MOD) (12")	LF	389	3.50	1,361.50	10.29	4,002.81
14	013902	ASPHALT CONCRETE OVERSIDE DRAIN (CRS 306)	EA	4	1,200.00	4,800.00	5,136.67	20,546.68
15	398200	COLD PLANE ASPHALT CONCRETE PAVEMENT	SQYD	12,500	1.73	21,625.00	2.33	29,125.00
16	390132	HOT MIX ASPHALT (TYPE A)	TON	2,900	99.80	289,420.00	103.74	300,846.00
17	390137	RUBBERIZED HOT MIX ASPHALT (GAP GRADED)	TON	2,900	118.40	343,360.00	128.69	373,201.00
18	710212	ADJUST MANHOLE TO GRADE (LHMWD, RCFC)	EA	10	2,050.00	20,500.00	1,580.36	15,803.60
19	510502	MINOR CONCRETE (MINOR STRUCTURE) [HEADWALL]	EA	1	15,000.00	15,000.00	17,142.48	17,142.48

PROJECT: Soboba Street Resurfacing Project

Stetson Avenue to Florida Avenue (SH-74)

Community of East Hemet Project No. A8-0791

Advertised: April 12, 2022 (Agenda Item: 3.31)

Addenda: None

Bids Open: 2 pm Date: Wednesday, May 4, 2022

Vance Corporation

LC Paving & Sealing, Inc.

Provided CA 02222

BASE BID SCHEDULE - Soboba Street Resurfacing and associated improvements (c			ontinued)		Beaumont, CA 92223		Escondido, CA 92029	
ITEM NO.	ITEM CODE	CONTRACTITEM	UNITS	QUANTITY	BID UNIT PRICE	BID ESTIMATE	BID UNIT PRICE	BID ESTIMATE
20	723160	CONCRETED-ROCK SLOPE PROTECTION (1/4 T, Class V, METHOD A) (CY)	CY	6	1,300.00	7,800.00	836.49	5,018.94
21	017315	MINOR CONCRETE (CURB RAMP) (CRS 403 - CASE A)	EA	3	11,200.00	33,600.00	4,572.19	13,716.57
22	017317	MINOR CONCRETE (CROSS-GUTTER AND SPANDREL) [CRS 209]	SQFT	2,200	25.00	55,000.00	16.42	36,124.00
23	017317	MINOR CONCRETE (CROSS-GUTTER AND SPANDREL) [CRS 209 WITH DOWELS PER SPPWC 122-2]  SQFT 830 26.60 22,078.00		23.32	19,355.60			
24	017305	MINOR CONCRETE (CURB AND GUTTER) (CRS 201)	LF	204	106.00	21,624.00	49.79	10,157.16
25	017304	MINOR CONCRETE (CURB AND GUTTER) (CRS 200)	LF	15	155.00	2,325.00	237.64	3,564.60
26	810170	DELINEATOR (CLASS 1)	EA	30	68.25	2,047.50	49.10	1,473.00
27	810180	DELINEATOR (CLASS 2)	EA	20	99.75	1,995.00	103.65	2,073.00
28	820151	OBJECT MARKER (TYPE L-1)	EA	20	99.75	1,995.00	103.65	2,073.00
29	810230	PAVEMENT MARKER (RETROREFLECTIVE)	EA	450	3.90	1,755.00	5.46	2,457.00
30	820410	SALVAGE ROADSIDE SIGN (INCLUDING WOOD OR METAL POST OR SIGN PANEL ONLY)	EA	47	27.50	1,292.50	56.74	2,666.78
31	820840	ROADSIDE SIGN - ONE POST	EA	50	352.00	17,600.00	370.97	18,548.50
32	840515	THERMOPLASTIC PAVEMENT MARKING	SQFT	1,200	5.60	6,720.00	4.91	5,892.00
33	840501	THERMOPLASTIC TRAFFIC STRIPE	LF	22,132	0.75	16,599.00	0.87	19,254.84
34	870111	INDUCTIVE LOOP DETECTOR (TYPE E AND TYPE D PER CALTRANS STD. ES-5B) [INCLUDING DLC WIRES AND CONNECT AT CONDUIT STUB-OUT]	EA	12	470.00	5,640.00	490.99	5,891.88
35	010602	MISCELLANEOUS WORK (AS DIRECTED)	FA	1	65,000.00	65,000.00	65,000.00	65,000.00
	BASE BID SCH - SUB-TOTAL ITEMS 1 - 35					1,268,283.50		1,309,790.89

PROJECT: Soboba Street Resurfacing Project

Stetson Avenue to Florida Avenue (SH-74)

Community of East Hemet

Project No. A8-0791

Advertised: April 12, 2022 (Agenda Item: 3.31)

Addenda: None

Bids Open: 2 pm Date: Wednesday, May 4, 2022

ALTERNATIVE BID SCHEDULE 1 - Southern California Edison Manhole Adjustments					Vance Corporation Beaumont, CA 92223		3 LC Paving & Sealing, Inc. Escondido, CA 92029	
ITEM NO.	ITEM CODE	CONTRACTITEM	UNITS	QUANTITY	BID UNIT PRICE	BID ESTIMATE	BID UNIT PRICE	BID ESTIMATE
36	710212	ADJUST MANHOLE TO GRADE (SCE)	EA	4	1,950.00	7,800.00	1,615.33	6,461.32
		ALT BID SCH 1 - SUB-TOTAL ITEM 36	4			7,800.00		6,461.32

ALTERNATIVE BID SCHEDULE 2 - Frontier Manhole Adjustments					Vance Corporation Beaumont, CA 92223		3 LC Paving & Sealing, Inc. Escondido, CA 92029	
ITEM NO.	ITEM CODE	CONTRACTITEM	UNITS	QUANTITY	BID UNIT PRICE	BID ESTIMATE	BID UNIT PRICE	BID ESTIMATE
37	710212	ADJUST MANHOLE TO GRADE (FRONTIER)	EA	1	1,950.00	1,950.00	1,677.46	1,677.46
	ALT BID SCH 2 - SUB-TOTAL ITEM 37					1,950.00		1,677.46

PROJECT TOTAL ITEMS 1 - 37	1,278,033.50	1,317,929.67

PROJECT: Soboba Street Resurfacing Project

Stetson Avenue to Florida Avenue (SH-74)

Community of East Hemet Project No. A8-0791

Advertised: April 12, 2022 (Agenda Item: 3.31)

Addenda: None

Bids Open: 2 pm Date: Wednesday, May 4, 2022

BASE BII	D SCHEDULI	E - Soboba Street Resurfacing and associated improvements		All American Asphalt Corona, CA 92879		Hardy & Harper, Inc. Lake Forest, CA 92630		
ITEM NO.	ITEM CODE	CONTRACTITEM	UNITS	QUANTITY	BID UNIT PRICE	BID ESTIMATE	BID UNIT PRICE	BID ESTIMATE
1	100100	DEVELOP WATER SUPPLY	LS	1	3,000.00	3,000.00	5,100.00	5,100.00
2	120100	TRAFFIC CONTROL SYSTEM	LS	1	85,000.00	85,000.00	103,171.00	103,171.00
3	130200	PREPARE WATER POLLUTION CONTROL PROGRAM	LS	1	7,000.00	7,000.00	7,350.00	7,350.00
4	170103	CLEARING AND GRUBBING	LS	1	102,000.00	102,000.00	51,870.00	51,870.00
5	066102	DUST ABATEMENT	LS	1	7,000.00	7,000.00	9,030.00	9,030.00
6	190101	ROADWAY EXCAVATION	CY	2,100	60.00	126,000.00	30.00	63,000.00
7	194001	DITCH EXCAVATION (AND GRADING)	CY	600	68.00	40,800.00	68.00	40,800.00
8	013905	ASPHALT CONCRETE (DRIVEWAY APPROACH WITH ASPHALT CONCRETE DIKE) (CRS 206)	SQFT	3,100	4.80	14,880.00	5.90	18,290.00
9	013908	ASPHALT CONCRETE DRIVEWAY	SQFT	6,200	4.80	29,760.00	5.25	32,550.00
10	013903	PLACE ASPHALT CONCRETE DIKE (CRS 212) (6")	LF	2,240	5.70	12,768.00	8.40	18,816.00
11	013904	PLACE ASPHALT CONCRETE DIKE (CRS 212) (8")	LF	1,163	5.70	6,629.10	15.00	17,445.00
12	394077	PLACE HOT MIX ASPHALT DIKE (TYPE F MOD) (9")	LF	113	5.70	644.10	19.00	2,147.00
13	394077	PLACE HOT MIX ASPHALT DIKE (TYPE F MOD) (12")	LF	389	5.70	2,217.30	30.00	11,670.00
14	013902	ASPHALT CONCRETE OVERSIDE DRAIN (CRS 306)	EA	4	828.00	3,312.00	3,150.00	12,600.00
15	398200	COLD PLANE ASPHALT CONCRETE PAVEMENT	SQYD	12,500	2.30	28,750.00	2.56	32,000.00
16	390132	HOT MIX ASPHALT (TYPE A)	TON	2,900	94.00	272,600.00	110.00	319,000.00
17	390137	RUBBERIZED HOT MIX ASPHALT (GAP GRADED)	TON	2,900	116.00	336,400.00	121.00	350,900.00
18	710212	ADJUST MANHOLE TO GRADE (LHMWD, RCFC)	EA	10	1,200.00	12,000.00	1,600.00	16,000.00
19	510502	MINOR CONCRETE (MINOR STRUCTURE) [HEADWALL]	EA	1	17,000.00	17,000.00	27,825.00	27,825.00

5

PROJECT: Soboba Street Resurfacing Project

Stetson Avenue to Florida Avenue (SH-74)

**Community of East Hemet** 

Advertised: April 12, 2022 (Agenda Item: 3.31)

Addenda: None

Bids Open: 2 pm Date: Wednesday, May 4, 2022

Project No. A8-0791

BASE BII	D SCHEDULI	E - Soboba Street Resurfacing and associated improvements (c	ontinued)		The state of the s		Hardy & Harper, Inc. Lake Forest, CA 92630	5
ITEM NO.	ITEM CODE	CONTRACTITEM	UNITS	QUANTITY	BID UNIT PRICE	BID ESTIMATE	BID UNIT PRICE	BID ESTIMATE
20	723160	CONCRETED-ROCK SLOPE PROTECTION (1/4 T, Class V, METHOD A)	CY	6	856.00	5,136.00	1,260.00	7,560.00
21	017315	MINOR CONCRETE (CURB RAMP) (CRS 403 - CASE A)	EA	3	6,420.00	19,260.00	9,190.00	27,570.00
22	017317	MINOR CONCRETE (CROSS-GUTTER AND SPANDREL) [CRS 209]	SQFT	2,200	24.00	52,800.00	28.40	62,480.00
23	017317	MINOR CONCRETE (CROSS-GUTTER AND SPANDREL) [CRS 209 WITH DOWELS PER SPPWC 122-2]	SQFT	830	24.00	19,920.00	29.40	24,402.00
24	017305	MINOR CONCRETE (CURB AND GUTTER) (CRS 201)	LF	204	48.00	9,792.00	91.00	18,564.00
25	017304	MINOR CONCRETE (CURB AND GUTTER) (CRS 200)	LF	15	80.00	1,200.00	154.00	2,310.00
26	810170	DELINEATOR (CLASS 1)	EA	30	66.00	1,980.00	69.00	2,070.00
27	810180	DELINEATOR (CLASS 2)	EA	20	97.00	1,940.00	100.00	2,000.00
28	820151	OBJECT MARKER (TYPE L-1)	EA	20	97.00	1,940.00	100.00	2,000.00
29	810230	PAVEMENT MARKER (RETROREFLECTIVE)	EA	450	4.00	1,800.00	4.00	1,800.00
30	820410	SALVAGE ROADSIDE SIGN (INCLUDING WOOD OR METAL POST OR SIGN PANEL ONLY)	EA	47	27.00	1,269.00	28.00	1,316.00
31	820840	ROADSIDE SIGN - ONE POST	EA	50	340.00	17,000.00	352.00	17,600.00
32	840515	THERMOPLASTIC PAVEMENT MARKING	SQFT	1,200	54.00	64,800.00	5.62	6,744.00
33	840501	THERMOPLASTIC TRAFFIC STRIPE	LF	22,132	0.72	15,935.04	0.75	16,599.00
34	870111	INDUCTIVE LOOP DETECTOR (TYPE E AND TYPE D PER CALTRANS STD. ES-5B) [INCLUDING DLC WIRES AND CONNECT AT CONDUIT STUB-OUT]	EA	12	456.00	5,472.00	473.00	5,676.00
35	010602	MISCELLANEOUS WORK (AS DIRECTED)	FA	1	65,000.00	65,000.00	65,000.00	65,000.00
		BASE BID SCH - SUB-TOTAL ITEMS 1 - 35				1,393,004.54		1,403,255.00

PROJECT: Soboba Street Resurfacing Project

Stetson Avenue to Florida Avenue (SH-74)

**Community of East Hemet** 

Project No. A8-0791

Advertised: April 12, 2022 (Agenda Item: 3.31)

Addenda: None

Bids Open: 2 pm Date: Wednesday, May 4, 2022

ALTERN	ALTERNATIVE BID SCHEDULE 1 - Southern California Edison Manhole Adjustments						5 Hardy & Harper, Inc. Lake Forest, CA 92630	
ITEM NO.	ITEM CODE	CONTRACTITEM	UNITS	QUANTITY	BID UNIT PRICE BID ESTIMATE		BID UNIT PRICE	BID ESTIMATE
36	710212	ADJUST MANHOLE TO GRADE (SCE)	EA	4	1,000.00	4,000.00	2,280.00	9,120.00
		ALT BID SCH 1 - SUB-TOTAL ITEM 36				4,000.00		9,120.00

ALTERNATIVE BID SCHEDULE 2 - Frontier Manhole Adjustments					All American Asphalt Corona, CA 92879		5 Hardy & Harper, Inc. Lake Forest, CA 92630	
ITEM NO.	ITEM CODE	CONTRACT ITEM	UNITS	QUANTITY	BID UNIT PRICE	BID ESTIMATE	BID UNIT PRICE	BID ESTIMATE
37		ADJUST MANHOLE TO GRADE (FRONTIER)	EA	1	1,000.00	1,000.00	2,625.00	2,625.00
		ALT BID SCH 2 - SUB-TOTAL ITEM 37				1,000.00		2,625.00

PROJECT TOTAL ITEMS 1 - 37	1,398,004.54	1,415,000.00

#### 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 Onyx Paving Company, Inc., hereafter called "Contractor".

#### WITNESSETH

#### **Recitals:**

- 1. Contractor has submitted to County his Contractor's Proposal for the construction of County Project, Soboba Street Resurfacing Project, Stetson Avenue to Florida Avenue (SH-74), Community of East Hemet, Project No. A8-0791, 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 2018 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, (1) 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.

JUL 2 6 2022 3.46

#### 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.

#### Soboba Street Resurfacing Project Stetson Avenue to Florida Avenue (SH-74) Community of East Hemet Project No. A8-0791

#### **Contract**

ITEM No.	ITEM CODE	ITEM	UNIT	ESTIMATED QUANTITY	ITEM PRICE (IN FIGURES)	TOTAL (IN FIGURES)
BASE	BID SCH	EDULE – Soboba Street Resurfacing and a	ssociat	ed improven	nents	
1	100100	DEVELOP WATER SUPPLY	LS	1	11,000.00	11,000.00
2	120100	TRAFFIC CONTROL SYSTEM	LS	1	128,500.00	128,500.00
3	130200	PREPARE WATER POLLUTION CONTROL PROGRAM	LS	1	11,000.00	11,000.00
4	170103	CLEARING AND GRUBBING	LS	1	27,244.36	27,244.36
5	066102	DUST ABATEMENT	LS	1	11,000.00	11,000.00
6	190101	ROADWAY EXCAVATION	CY	2,100	37.00	77,700.00
7	194001	DITCH EXCAVATION (AND GRADING)	CY	600	70.00	42,000.00
8	013905	ASPHALT CONCRETE (DRIVEWAY APPROACH WITH ASPHALT CONCRETE DIKE) (CRS 206)	SQFT	3,100	4.00	12,400.00
9	013908	ASPHALT CONCRETE DRIVEWAY	SQFT	6,200	2.50	15,500.00
10	013903	PLACE ASPHALT CONCRETE DIKE (CRS 212) (6")	LF	2,240	4.00	8,960.00
11	013904	PLACE ASPHALT CONCRETE DIKE (CRS 212) (8")	LF	1,163	4.00	4,652.00
12	394077	PLACE HOT MIX ASPHALT DIKE (TYPE F MOD) (9")	LF	113	4.00	452.00
13	394077	PLACE HOT MIX ASPHALT DIKE (TYPE F MOD) (12")	LF	389	4.00	1,556.00
14	013902	ASPHALT CONCRETE OVERSIDE DRAIN (CRS 306)	EA	4	1,000.00	4,000.00
15	398200	COLD PLANE ASPHALT CONCRETE PAVEMENT	SQYD	12,500	2.22	27,750.00
16	390132	HOT MIX ASPHALT (TYPE A)	TON	2,900	95.00	275,500.00
17	390137	RUBBERIZED HOT MIX ASPHALT (GAP GRADED)	TON	2,900	117.00	339,300.00
18	710212	ADJUST MANHOLE TO GRADE (LHMWD, RCFC)	EA	10	1,300.00	13,000.00
19	510502	MINOR CONCRETE (MINOR STRUCTURE) [HEADWALL]	EA	1	27,000.00	27,000.00
20	723160	CONCRETED-ROCK SLOPE PROTECTION (1/4 T, Class V, METHOD A)	CY	6	1,300.00	7,800.00
21	017315	MINOR CONCRETE (CURB RAMP) (CRS 403 - CASE A)	EA	3	7,600.00	22,800.00
22	017317	MINOR CONCRETE (CROSS-GUTTER AND SPANDREL) [CRS 209]	SQFT	2,200	19.00	41,800.00

#### **Contract (Continued)**

ITEM No.	ITEM CODE	ITEM	UNIT	ESTIMATED QUANTITY	ITEM PRICE (IN FIGURES)	TOTAL (IN FIGURES)
BASE	BID SCH	EDULE – Soboba Street Resurfacing and a	ssociat	ed improven	nents (continued	1)
23	017317	MINOR CONCRETE (CROSS-GUTTER AND SPANDREL) [CRS 209 WITH DOWELS PER SPPWC 122-2]	SQFT	830	24.00	19,920.00
24	017305	MINOR CONCRETE (CURB AND GUTTER) (CRS 201)	LF	204	55.00	11,220.00
25	017304	MINOR CONCRETE (CURB AND GUTTER) (CRS 200)	LF	15	55.00	825.00
26	810170	DELINEATOR (CLASS 1)	EA	30	69.00	2,070.00
27	810180	DELINEATOR (CLASS 2)	EA	20	96.00	1,920.00
28	820151	OBJECT MARKER (TYPE L-1)	EA	20	96.00	1,920.00
29	810230	PAVEMENT MARKER (RETROREFLECTIVE)	EA	450	4.00	1,800.00
30	820410	SALVAGE ROADSIDE SIGN (INCLUDING WOOD OR METAL POST OR SIGN PANEL ONLY)	EA	47	27.00	1,269.00
31	820840	ROADSIDE SIGN - ONE POST	EA	50	350.00	17,500.00
32	840515	THERMOPLASTIC PAVEMENT MARKING	SQFT	1,200	7.00	8,400.00
33	840501	THERMOPLASTIC TRAFFIC STRIPE	LF	22,132	0.77	17,041.64
34	870111	INDUCTIVE LOOP DETECTOR (TYPE E AND TYPE D PER CALTRANS STD. ES-5B) [INCLUDING DLC WIRES AND CONNECT AT CONDUIT STUB-OUT]	EA	12	600.00	7,200.00
35	010602	MISCELLANEOUS WORK (AS DIRECTED)	FA	1	65,000.00	65,000.00

BASE BID SCHEDULE 1: ITEMS 1 - 35

One million two hundred sixty-seven thousand dollars and zero cents "WORDS"

\$1,267,000.00

#### **Contract (Continued)**

ITEM No.	ITEM CODE	ITEM	UNIT	ESTIMATED QUANTITY	ITEM PRICE (IN FIGURES)	TOTAL (IN FIGURES)
ALTERNATIVE BID SCHEDULE 1 - Southern California Edison Manhole Adjustments						
36	710212	ADJUST MANHOLE TO GRADE (SCE)	EA	4	1,000.00	0.00

ALT. BID SCHEDULE 1: ITEM 36	NOT SELECTED FO		ARD		<u>\$</u>	0.00
<b>ALTERNATIVE</b>	BID SCHEDULE 2 - Frontier Manhole Adju	ustments	S			
37 710212	AD ILIST MANHOLE TO GRADE				1,0	00.00
ALT. BID SCHEDULE 2: ITEM 37	One thousand dollars a "WORDS		cents		<u>\$</u> 1	1,000.00
PROJECT TOTAL: OI	ne million two hundred sixty-eight tho "WORDS"	usand o	dollars and a	zero cents	<u>\$1,268</u>	3 <u>,000.00</u>

# Soboba Street Resurfacing Project Stetson Avenue to Florida Avenue (SH-74) Community of East Hemet Project No. A8-0791

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

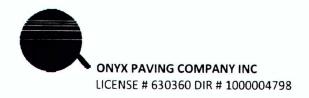
COUNTY OF RIVERSIDE	ONYX PAVING COMPANY, INC.
BY: JEFF HEWITT Chair, Board of Supervisors	BY:
DATED: JUL 2 6 2022	TITLE: President, Secretary (If Corporation, affix Seal)
ATTEST:	ATTEST:
Kecia R. Harper, Clerk of the Board	V
BY: Priscillar Casso	TITLE: President, Secretary
Deputy	Licensed in accordance with an act providing for the registration of Contractors,
FORM APPY OVED OUNTY COUNSEL	License No.: 630360
DANIELLE D. MALAND	Federal Employer Identification Number:
	33-0394344
Departmen	t of Industrial Relations Registration Number:
	1000004798 .
ВУ	31.146
"County"	"Corporation" (Seal)
	X1110"

#### Soboba Street Resurfacing Project Stetson Avenue to Florida Avenue (SH-74) Community of East Hemet Project No. A8-0791

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:	BY: 1
Chair, Board of Supervisors	
DATED:	TITLE: President Secretary  (If Corporation, affix Seal)
ATTEST:	ATTEST:
Kecia R. Harper, Clerk of the Board	
BY:	TITLE: President, Secretary
Deputy	Tierralia escalare antido en estamantido e
	Licensed in accordance with an act providing for the registration of Contractors,
	License No.: 630360 .
	Federal Employer Identification Number:
	33-0394344
	Department of Industrial Relations Registration Number:
	1000004798
DV	
BY "County"	"Corporation" (Seal)

Vino Nor 



#### UNANIMOUS WRITTEN CONSENT OF THE BOARD OF DIRECTORS OF ONYX PAVING COMPANY, INC, (a California corporation)

June 17th, 2022

The undersigned director, constituting the entire board of directors (the "Board") of Onyx Paving Company, Inc., a California corporation (the "Corporation"), hereby takes the following actions, adopts the following resolutions, and transacts the following business, by written consent without a meeting, as of the date above written, pursuant to Section 307(b) of the General Corporation Law of the State of California and the Corporations Bylaws:

#### **Approval of Loan Transactions**

WHEREAS, Corey Kirschner is currently the Corporation's Chief Executive Officer, Chief Financial Officer (the "Officer") and Secretary with authority to enter into contracts on behalf of the Corporation.

WHEREAS, the Corporation opportunities from time to time to bid on various governmental and non-governmental projects;

WHEREAS, after careful consideration, the Board has determined that the terms and conditions of the proposed project in the form of the bid attached hereto as Exhibit A (the "Project") are just and equitable and fair as to the Corporation and that it is in the best interests of the Corporation and its stockholder to submit the bid and complete the Project subject to the terms agreed upon by the parties.

NOW, THEREFORE, BE IT RESOLVED, the Board on behalf of the Corporation hereby approves and ratifies the Project in all respects, and hereby authorize and direct the Corporation to negotiate, execute, deliver and perform the terms of all documents, required in connection with title Project, together with such changes thereto as may be approved by the Officer executing the same on behalf of the Corporation (pursuant to the authorization provided herein), such approval of the Officer to be conclusively evidenced by its execution and delivery of same.

**RESOLVED FURTHER,** that the Officer may execute and deliver any and all agreements and any and all other documents and instruments, and take such further actions as may be necessary or appropriate, for the financing of the Corporation.

RESOLVED FURTHER, that the Officer is hereby authorized, directed, and empowered to execute and deliver any and all agreements and any and all other documents and instruments, and take such further actions as may be necessary or appropriate, for the consummation of the Project.

**RESOLVED FURTHER**, that the Officer, in the name of the Corporation, is hereby authorized, directed, and empowered to negotiate, execute and deliver lo the applicable counterparty, any and all documents with respect to the Project and other instruments as may be reasonably requested, and the Officer on behalf of the Corporation is authorized from time to time to execute extensions or other installments as may be necessary.

**RESOLVED FURTHER**, that the authority given hereunder shall be deemed retroactive and any and all acts authorized hereunder performed prior to the passage of this resolution are hereby ratified and affirmed.

The Secretary of the Corporation is directed to file the original executed copy of this Consent with the minutes of proceedings of the Corporation.

[Signature page follows]



**IN WITNESS WHEREOF**, the undersigned has executed this Unanimous Written Consent of the Board of Directors as of the date first above written

Corey Kirschner

#### **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.	y, or				
State of California County ofOrange	)				
On May 23, 2022 before me	e, _Deanne K. Dodge-Krows, 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(iee), and that by his/her/their signature(s) on the instrument the person(e), or the entity upon behalf of which the person(s) acted, executed the instrument.					
I certify under PENALTY OF PERJURY unde paragraph is true and correct.	er the laws of the State of California that the foregoing				
WITNESS my hand and official seal.	DEANNE K DODGE-KROWS  COMM. # 2318077  NOTARY PUBLIC CALIFORNIA  ORANGE COUNTY  My comm. expires Jan. 8. 2024				
Signature	(Seal)				

A. (1.4.2) (1.	
A notary public or other officer completing this certificate document to which this certificate is attached, and not the	ate verifies only the identity of the individual who signed the he truthfulness, accuracy, or validity of that document.
State of California )	
County of Orange )	
On May 23, 2022 before me,	Ashlie Blanchard, Notary Public
Date	Here Insert Name and Title of the Officer
personally appeared Corey R. Kirschner	/ /
	Name(s) of Signer(s)
subscribed to the within instrument and acknow	evidence to be the person(x) whose name(x) is/axe ledged to me that he/sxe/they executed the same in is/hær/their signature(x) on the instrument the person(x), cted, 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.
COMM. #2279550 m Notary Public-California m	Signature Signature of Notary Public
Though this section is optional, completing this	FIONAL information can deter alteration of the document or form to an unintended document.
<b>Description of Attached Document</b>	
Title or Type of Document:	Document Date:
Number of Pages: Signer(s) Other Than	n Named Above:
Capacity(ies) Claimed by Signer(s)	
Signer's Name:	Signer's Name:
□ Partner - □ Limited □ General	□ Corporate Officer — Title(s):      □ Partner — □ Limited □ General
☐ Individual ☐ Attorney in Fact	☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator ☐ Other:	☐ Trustee ☐ Guardian or Conservator
☐ Other: Signer Is Representing:	☐ Other:Signer Is Representing:
	eignor is ricpresenting.

#### 0808582

#### POWER OF ATTORNEY

#### HARCO NATIONAL INSURANCE COMPANY INTERNATIONAL FIDELITY INSURANCE COMPANY

Member companies of IAT Insurance Group, Headquartered: 4200 Six Forks Rd, Suite 1400, Raleigh, NC 27609

KNOW ALL MEN BY THESE PRESENTS: That HARCO NATIONAL INSURANCE COMPANY, a corporation organized and existing under the laws of the State of Illinois, and INTERNATIONAL FIDELITY INSURANCE COMPANY, a corporation organized and existing under the laws of the State of New Jersey, and having their principal offices located respectively in the cities of Rolling Meadows, Illinois and Newark, New Jersey, do hereby constitute and

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 HARCO NATIONAL INSURANCE COMPANY and INTERNATIONAL FIDELITY INSURANCE 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 HARCO NATIONAL INSURANCE COMPANY and INTERNATIONAL FIDELITY INSURANCE 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 13th day of December, 2018 Directors of HARCO NATIONAL INSURANCE COMPANY at a meeting held on the 13th day of December, 2018.

"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, HARCO NATIONAL INSURANCE COMPANY and INTERNATIONAL FIDELITY INSURANCE COMPANY have each executed and attested these presents on this 31st day of December, 2021



STATE OF NEW JERSEY County of Essex

STATE OF ILLINOIS County of Cook

Kenneth Chapman

Executive Vice President, Harco National Insurance Company and International Fidelity Insurance Company

On this 31st day of December, 2021 , 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 HARCO NATIONAL INSURANCE COMPANY and INTERNATIONAL FIDELITY INSURANCE 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 HARCO NATIONAL INSURANCE COMPANY and INTERNATIONAL FIDELITY INSURANCE 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,





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6 6 1

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Action/Appeals
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**Company Information** 

HARCO NATIONAL INSURANCE COMPANY

4200 SIX FORKS RD STE 1400 RALEIGH, NC 27609 800-342-0753

Old Company Names

**Effective Date** 

HARCO NATIONAL INSURANCE COMPANY OF ILLINOIS

12/31/1994

**Agent For Service** 

AMANDA GARCIA

330 N Brand Blvd Ste 700 Glendale CA 91203-2336

#### **Reference Information**

NAIC #:	26433
California Company ID #:	3711-9
Date Authorized in California:	09/09/1994
License Status:	UNLIMITED-NORMAL
Company Type:	Property & Casualty
State of Domicile:	ILLINOIS

#### 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.

AIRCRAFT

AUTOMOBILE

BOILER AND MACHINERY

BURGLARY

COMMON CARRIER LIABILITY

CREDIT

FIRE

LIABILITY

MARINE

MISCELLANEOUS

PLATE GLASS

SPRINKLER

SURETY

TEAM AND VEHICLE WORKERS' COMPENSATION

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### Payment Bond (Public Works - Civil Code §9550 et seq.)

(I dolle w	orks - Civil Code 89550 et seq.)
The makers of this Bond are Onyx Pa	aving Company, Inc. as Principal and Original Contractor
contract to be executed between Principal	, a corporation, authorized to issue this Bond is issued in conjunction with that certain public works and COUNTY OF RIVERSIDE a public entity, as Owner, for
payable. The amount of this bond is one h	sixty-eight thousand dollars and zero cents) the total amount nundred percent (100%) of said sum. Said contract is for public
(SH-74), Community of East Hemet, Pro	eet Resurfacing Project, Stetson Avenue to Florida Avenue oject No. A8-0791.
The beneficiaries of this Bond are as is sta of this Bond are as is set forth in 9554, 955	ated in 9554 of the Civil Code and requirements and conditions (8, 9560 and 9564 of said code. Without notice, Surety consents ange in requirements, amount of compensation, or prepayment
Dated:	
	Original Contractor – Principal
	By
Surety	
Ву	Title
Its Attorney In Fact	(If corporation, affix seal)
(Corporate Seal)	(Corporate Seal)
STATE OF	
COUNTY OF	ss. SURETY'S ACKNOWLEDGEMENT
On before	me, personally
scknowledged to me that he executed the	, known to me, or proved to me on the basis of whose name is subscribed to the within instrument and same in his authorized capacities, and that by his signature on 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. <u>All</u> signatures must be acknowledged. (Attach acknowledgements).

This Bond is issued in three (3) identical counterparts

#### **Payment Bond**

(Public Works - Civil Code §9550 et seq.)

The makers of this Bond are Onyx Paving Company, Inc. as Principal and Original Contractor and Harco National Insurance Company, a corporation, authorized to issue Surety Bonds in California, as Surety, and this Bond is issued in conjunction with that certain public works contract to be executed between Principal and COUNTY OF RIVERSIDE a public entity, as Owner, for \$1,268,000.00 (One million two hundred sixty-eight 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 Soboba Street Resurfacing Project, Stetson Avenue to Florida Avenue (SH-74), Community of East Hemet, Project No. A8-0791.

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.

Dated: May 23rd, 2022		Onyx Paving Company, Inc.
e e		Original Contractor - Principal
Harco National Insurance Company Surety	_	Ву
By Keller Ricon	_	Title President, Secretary
Kerissa Ricciardi,		
Its Attorney In Fact		(If corporation, affix seal)
(Corporate Seal)		(Corporate Seal)
STATE		
OF		- in all and
COUNTY	}	ss. SURETY'S ACKNOWLEDGEMENT
OF		
On before		,
		personally
satisfactory evidence to be the person	whose	, known to me, or proved to me on the basis of name is subscribed to the within instrument and
acknowledged to me that he executed the s	ame in h	his authorized capacities, and that by his signature on
the instrument the person, or the entity upon	n behalf	of which the person acted, executed the instrument.
are the person, or the chirty upon	ii o o ii iii	or when the person deted, executed the instrument.
WITNESS my hand and official seal.		
Signature of Notary Public	•	Notary Public (Seal)
NOTE: This Band must be executed by	v both n	parties with corporate seel offixed. All sign atures

NOTE: This Bond must be executed by both parties with corporate seal affixed. <u>All</u> signatures must be acknowledged. (Attach acknowledgements).

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# **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.

State of California County of	
On May 23, 2022 before me,	Deanne K. Dodge-Krows, Notary Public  (insert name and title of the officer)
personally appeared Kerissa Ricciardi	
who proved to me on the basis of satisfactory evid subscribed to the within instrument and acknowled his/her/their authorized capacity(ies), and that by l person(s), or the entity upon behalf of which the p	dged to me that he/she/they executed the same in his/her/their signature(e) on the instrument the
I certify under PENALTY OF PERJURY under the paragraph is true and correct.	laws of the State of California that the foregoing
WITNESS my hand and official seal.	DEANNE K DODGE-KROWS COMM. # 2318077 NOTARY PUBLIC CALIFORNIA ORANGE COUNTY My comm. expires Jan. 8, 2024
Signature	(Seal)

#### POWER OF ATTORNEY

Bond # (

0808582

# HARCO NATIONAL INSURANCE COMPANY

#### INTERNATIONAL FIDELITY INSURANCE COMPANY

Member companies of IAT Insurance Group, Headquartered: 4200 Six Forks Rd, Suite 1400, Raleigh, NC 27609

KNOW ALL MEN BY THESE PRESENTS: That HARCO NATIONAL INSURANCE COMPANY, a corporation organized and existing under the laws of the State of Illinois, and INTERNATIONAL FIDELITY INSURANCE COMPANY, a corporation organized and existing under the laws of the State of New Jersey, and having their principal offices located respectively in the cities of Rolling Meadows, Illinois and Newark, New Jersey, do hereby constitute and appoint

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 HARCO NATIONAL INSURANCE COMPANY and INTERNATIONAL FIDELITY INSURANCE 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 HARCO NATIONAL INSURANCE COMPANY and INTERNATIONAL FIDELITY INSURANCE 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 13th day of December, 2018 and by the Board of Directors of HARCO NATIONAL INSURANCE COMPANY at a meeting held on the 13th day of December, 2018.

"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, HARCO NATIONAL INSURANCE COMPANY and INTERNATIONAL FIDELITY INSURANCE COMPANY have each executed and attested these presents on this 31st day of December, 2021



STATE OF NEW JERSEY County of Essex

STATE OF ILLINOIS
County of Cook

Kenneth Chapman

Executive Vice President, Harco National Insurance Company

and International Fidelity Insurance Company

SEAL STANDS

On this 31st day of December, 2021 , 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 HARCO NATIONAL INSURANCE COMPANY and INTERNATIONAL FIDELITY INSURANCE 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 HARCO NATIONAL INSURANCE COMPANY and INTERNATIONAL FIDELITY INSURANCE 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 effice 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. May 23rd, 2022

Seve Hentre



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

**CIVIL CODE § 1189** 

A notary public or other officer completing this certificate document to which this certificate is attached, and not the	ate verifies only the identity of the individual who signed the he truthfulness, accuracy, or validity of that document.
State of California )	
County of Orange	
On May 23, 2022 before me,	Ashlie Blanchard, Notary Public
Date	Here Insert Name and Title of the Officer
personally appeared Corey R. Kirschner	
	Name(s) of Signer(s)
subscribed to the within instrument and acknow	evidence to be the person(s) whose name(s) is/ase ledged to me that he/sse/they executed the same in is/hær/their signature(s) on the instrument the person(s), cted, 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.
ASHLIE BLANCHARD K COMM. #2279550 70 Notary Public-California 2 ORANGE COUNTY My Comm. Expires March 3, 2023 (	WITNESS my hand and official seal.  Signature of Notary Public
	Signature of Notary Public
Place Notary Seal Above	TIONAL -
	TIONAL information can deter alteration of the document or
	s form to an unintended document.
<b>Description of Attached Document</b>	
Title or Type of Document:	
Number of Pages: Signer(s) Other Tha	n Named Above:
Capacity(ies) Claimed by Signer(s)	Company to N
Signer's Name:  Corporate Officer — Title(s):	Signer's Name: Corporate Officer — Title(s):
☐ Partner — ☐ Limited ☐ General	☐ Corporate Officer — Title(s): ☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact	
☐ Trustee ☐ Guardian or Conservator	<ul><li>☐ Individual</li><li>☐ Attorney in Fact</li><li>☐ Guardian or Conservator</li></ul>
☐ Other:	☐ Other:
Signer Is Representing:	Signer Is Representing:



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View Financial Disclaimer **COMPANY PROFILE** 

**Company Information** 

HARCO NATIONAL INSURANCE COMPANY

4200 SIX FORKS RD STE 1400 RALEIGH, NC 27609 800-342-0753

**Old Company Names** 

**Effective Date** 

HARCO NATIONAL INSURANCE COMPANY OF ILLINOIS

12/31/1994

**Agent For Service** 

AMANDA GARCIA

330 N Brand Blvd Ste 700 Glendale CA 91203-2336

Reference Information

NAIC #:	26433
California Company ID #:	3711-9
Date Authorized in California:	09/09/1994
License Status:	UNLIMITED-NORMAL
Company Type:	Property & Casualty
State of Domicile:	ILLINOIS

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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.

AIRCRAFT

AUTOMOBILE

BOILER AND MACHINERY

BURGLARY

COMMON CARRIER LIABILITY

CREDIT

FIRE

LIABILITY

MARINE

MISCELLANEOUS

PLATE GLASS

SPRINKLER

SURETY

TEAM AND VEHICLE

WORKERS' COMPENSATION



#### CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 6/16/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Michael Tran			
Burnham WGB Insurance Solutions CA Insurance License 0F69771	PHONE (A/C, No, Ext): 714-824-8384 FAX (A/C, No): 714-57	73-1770		
15901 Red Hill Avenue	E-MAIL ADDRESS: mtran@wgbib.com			
Tustin CA 92780	INSURER(S) AFFORDING COVERAGE	NAIC #		
	INSURER A : AMERICAN ZURICH INS CO	40142		
INSURED ONYXP-1 Onyx Paving Company, Inc. 2890 E. La Cresta Avenue	INSURER B : ZURICH AMERICAN INS CO	16535		
	INSURER C: Ohio Casualty Insurance Co.	24074		
Anaheim CA 92806-1816	INSURER D:			
	INSURER E :			
	INSURER F:			

**CERTIFICATE NUMBER: 545505132 REVISION NUMBER:** THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	S
С	X COMMERCIAL GENERAL LIABILITY  CLAIMS-MADE X OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO- DOTHER:		BKO59627044	3/14/2022	3/14/2023	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	\$ 2,000,000 \$ 100,000 \$ 10,000 \$ 2,000,000 \$ 4,000,000 \$ 4,000,000
A	AUTOMOBILE LIABILITY  X ANY AUTO ALL OWNED AUTOS X HIRED AUTOS X AUTOS X AUTOS X AUTOS X AUTOS X AUTOS		BAP106300603	10/1/2021	10/1/2022	COMBINED SINGLE LIMIT (Ea accident)  BODILY INJURY (Per person)  BODILY INJURY (Per accident)  PROPERTY DAMAGE (Per accident)	\$ 2,000,000 \$ \$ \$ \$ \$ \$ \$
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE  DED RETENTION\$					EACH OCCURRENCE AGGREGATE	\$ \$
В	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	WC106300503	10/1/2021	10/1/2022	X PER OTH- E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	
DESC	RIPTION OF OPERATIONS / LOCATIONS / VEHIC	LES (ACOPE	101 Additional Demarks Schodule, may be				

RATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) Certificate holder(s) is/are named as additional insured per the attached endorsements as required by written contract subject to the terms & conditions of the policy:

- GL Additional Insured Form #CG 20 10 04 13 and CG 20 37 04 13
- GL Additional Insured State-Permits Form #CG 20 13 04 13
- GL Primary and Non-Contributory Form #CG 20 01 04 13 GL Waiver of Subrogation Form #CG 88 10 04 13
- GL Per Project Form #CG 88 70 12 08

See Attached...

CERTIFICATE HOLDER	CANCELLATION	
County of Riverside Transportation Department Attn: Contracts/Bidding Unit	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.	
3525 14th Street Riverside CA 92501	AUTHORIZED REPRESENTATIVE	

AGENCY CUSTOMER	ID: ONYXP-1
-----------------	-------------

LOC #:



# **ADDITIONAL REMARKS SCHEDULE**

Page \_ 1 \_ of \_ 1

AGENCY Burnham WGB Insurance Solutions		NAMED INSURED Onyx Paving Company, Inc. 2890 E. La Cresta Avenue
POLICY NUMBER		Anaheim CA 92806-1816
CARRIER	NAIC CODE	
ADDITIONAL DEMARKS		EFFECTIVE DATE:
ADDITIONAL REMARKS		
THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACOFFORM NUMBER: 25 FORM TITLE: CERTIFICATE OF		SURANCE
Auto Additional Insured, Primary & Non-Contributory, and Waiver of WC Waiver of Subrogation Form #WC 04 03 06 RE: Job #22-048. Soboba Street Resurfacing Project.	Subrogation	Form #U-CA-424-F CW 04 14
employees, agents, and representatives; State of California, Departr	ment of Trans	ctive director, officers, Board of Supervisors, elected and appointed officials, sportation, their elected or appointed officials, directors, employees and agents; s, employees and agents; Southern California Edison, their elected or appointed cials, directors, employees and agents.
THIS CERTIFICATE SUPERCEDES ANY PREVIOUSLY ISSUED.		
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		- 1
		11 1 3 = 1
		1 7 E 1 8
		1 ,,

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

# 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



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 operations 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.

jo.

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
- 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** 

2

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

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART 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:

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- 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 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:
  - 1. 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.

THIS ENDORSEMENT CHANGES THE POLICY, PLEASE READ IT CAREFULLY.

# 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:

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
- The construction, erection or removal of elevators; or
- 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
- 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

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

# 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.

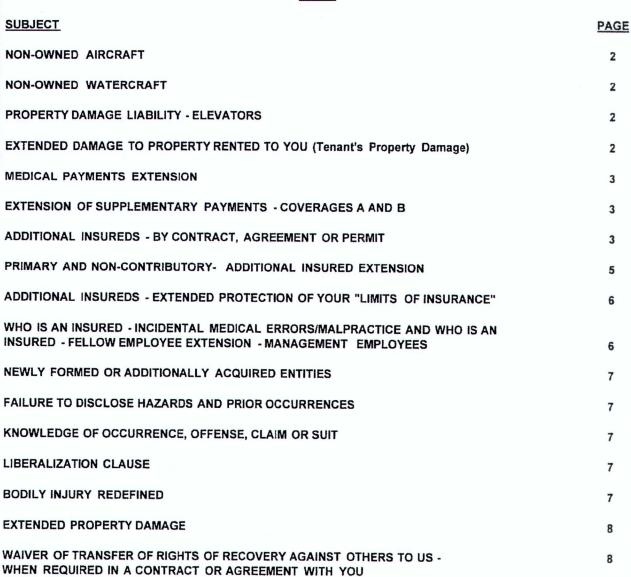
#### THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

#### COMMERCIAL GENERAL LIABILITY EXTENSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

#### INDEX



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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.

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

# 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 1 Coverage A Bodily Injury And Property Damage Liability, and for all medical expenses caused by accidents under Section 1 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.

Authorized Broker



# **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 1063006-03	10/01/2021	10/01/2022		39774000	INCL	2

#### 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

- 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

- 1. 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.

Authorized Broker

(Ed. 4-84)

## 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 0 mium otherwise due on such remuneration.

% 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 Information** 

**ZURICH AMERICAN INSURANCE COMPANY** 

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

**Old Company Names** 

**Effective Date** 

**Agent For Service** 

Melissa DeKoven

2710 Gateway Oaks Drive, Suite 150N

Sacramento CA 95833-3505

#### **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 #:

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.

**AIRCRAFT** 

AUTOMOBILE

BOILER AND MACHINERY

BURGLARY

COMMON CARRIER LIABILITY

CREDIT

DISABILITY

FIRE

LIABILITY

MARINE

MISCELLANEOUS

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**Company Information** 

AMERICAN ZURICH INSURANCE COMPANY

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

**Old Company Names** 

**Effective Date** 

Agent For Service

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

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175 BERKELEY STREET BOSTON, MA 02116

OHIO CASUALTY INSURANCE COMPANY (THE)

**Old Company Names** 

**Effective Date** 

Agent For Service

Melissa DeKoven

2710 Gateway Oaks Drive, Suite 150N

Sacramento CA 95833-3505

**Reference Information** 

NAIC #:	24074
California Company ID #:	5133-4
Date Authorized in California:	11/17/2008
License Status:	UNLIMITED-NORMAL
Company Type:	Property & Casualty
State of Domicile:	NEW HAMPSHIRE

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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

FIRE

LIABILITY

MARINE

MISCELLANEOUS
PLATE GLASS

SPRINKLER

SURETY

WORKERS' COMPENSATION

# **Performance Bond**

# **Recitals:**

	RI	VERSIDE (County) for construction	on of public work kn	ered into a Contract with COUNTY OF own as <b>Soboba Street Resurfacing Project,</b> ity of East Hemet, Project No. A8-0791.
2.	is t	he Surety under this Bond.	_, a	corporation (Surety),
Agr	ee	ment:		
		ontractor as Principal and Surety ay, as obligee, as follows:	as Surety, jointly ar	nd severally agree, state, and are bound unto
	1.			f the estimated contract price for the Project eight thousand dollars and zero cents) and
í	2.	conformance with the Contract D	Ocuments for this p mage and expense o	ngs to be kept and performed by it in strict roject, otherwise it remains in full force and f County resulting from failure of Contractor orated herein.
2	3.	This obligation is binding on our	successors and assi	gns.
4	4.	Contractor, alteration or addition work to be performed thereunder	to the terms and rec shall affect its obliga	t no change, time extension, prepayment to quirements of the Contract Documents or the ations hereunder and waives notice as to such eased by more than 10% without approval of
THI	S I	BOND is executed as of		
Ву_			Ву	
Ву_			Type Na	ame
Title				Its Attorney in Fact "Surety"
		"Contractor"	,	
		(Corporate Seal)		(Corporate Seal)

NOTE: This Bond must be executed by both parties with corporate seal affixed. <u>All</u> signatures must be acknowledged. (Attach acknowledgements).

issued in three (3) nterparts

Performance Bond

Bond No. 0808582 Premium: \$13,522.00

<u>k Paving Company, Inc.</u> (Contractor) has entered into a Contract with COUNTY OF ERSIDE (County) for construction of public work known as <u>Soboba Street Resurfacing Project</u>, on Avenue to Florida Avenue (SH-74), Community of East Hemet, Project No. A8-0791.

2. <u>Harco National Insurance Company</u>, a <u>Illinois</u> corporation (Surety is the Surety under this Bond.

#### Agreement:

<u>:</u>

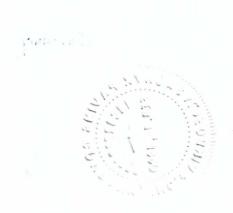
We, Contractor as Principal and Surety as Surety, jointly and severally agree, state, and are bound unto County, as obligee, as follows:

- 1. The amount of the obligation of this Bond is 100% of the estimated contract price for the Project of \$1,268,000.00 (One million two hundred sixty-eight 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 ofMay 23rd, 2022 Onyx Paving Company, Inc.  By	Harco National Jasurance Company By
Ву	Type Name <u>Kerissa Ricciardi</u>
Title President, Secretary	Its Attorney in Fact "Surety"
"Contractor"  (Corporate Seal)	(Corporate Seal)

This Bond must be executed by both parties with corporate seal affixed. <u>All</u> signatures must be acknowledged. (Attach acknowledgements).





#### Bid

Date: 05/03/2022
1/3/6: 00:00:-0

To:

County of Riverside, hereafter called "County";

Bidder:

ONYX PAVING COMPANY, INC.

(hereafter called "Contractor")

The undersigned, Contractor, having carefully examined the site and the Contract Documents for the construction of Soboba Street Resurfacing Project, Stetson Avenue to Florida Avenue (SH-74), Community of East Hemet, Project No. A8-0791 hereby proposes to construct the work in accordance with the Contract Documents, including Addenda Number(s) (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.



# Soboba Street Resurfacing Project Stetson Avenue to Florida Avenue (SH-74) Community of East Hemet Project No. A8-0791

# **PROPOSAL**

ITEM No.	ITEM CODE	ITEM	UNIT	ESTIMATED QUANTITY	ITEM PRICE (IN FIGURES)	TOTAL (IN FIGURES)
BASE B	ID SCHEDUL	E - Soboba Street Resurfacing and associated improvements				
1	100100	DEVELOP WATER SUPPLY	LS	1	\$11,000	\$11,000
2	120100	TRAFFIC CONTROL SYSTEM	LS	1	\$128,500	\$ 128,500
3	130200	PREPARE WATER POLLUTION CONTROL PROGRAM	LS	1	\$11,000	\$11,000
4	170103	CLEARING AND GRUBBING	LS	1	\$ 27, 244, 36	\$27,244.36
5	066102	DUST ABATEMENT	LS	1	\$11,000	\$11,000
6	190101 (F)	ROADWAY EXCAVATION	CY	2,100	\$37	\$77,700
7	194001	DITCH EXCAVATION (AND GRADING)	CY	600	170	\$42,000
8	013905	ASPHALT CONCRETE (DRIVEWAY APPROACH WITH ASPHALT CONCRETE DIKE) (CRS 206)	SQFT	3,100	\$4	\$12,400
9	013908	ASPHALT CONCRETE DRIVEWAY	SQFT	6,200	\$2.50	\$15,500
10	013903	PLACE ASPHALT CONCRETE DIKE (CRS 212) (6")	LF	2,240	\$4	\$8,960
11	013904	PLACE ASPHALT CONCRETE DIKE (CRS 212) (8")	LF	1,163	\$4	\$4,652
12	394077	PLACE HOT MIX ASPHALT DIKE (TYPE F MOD) (9")	LF	113	\$4	\$452
13	394077	PLACE HOT MIX ASPHALT DIKE (TYPE F MOD) (12")	LF	389	84	\$1,556
14	013902	ASPHALT CONCRETE OVERSIDE DRAIN (CRS 306)	EA	4	\$1.000	\$4,000
15	398200	COLD PLANE ASPHALT CONCRETE PAVEMENT	SQYD	12,500	\$2.22	\$27,750
16	390132	HOT MIX ASPHALT (TYPE A)	TON	2,900	\$95	\$275,500
17	390137	RUBBERIZED HOT MIX ASPHALT (GAP GRADED)	TON	2,900	\$117	\$339,300
18	710212	ADJUST MANHOLE TO GRADE (LHMWD, RCFC)	EA	10	\$1,300	\$13,000
19	510502	MINOR CONCRETE (MINOR STRUCTURE) [HEADWALL]	EA	1	\$27,000	\$27,000
20	723160	CONCRETED-ROCK SLOPE PROTECTION (1/4 T, Class V, METHOD A)	CY	6	\$1,300	\$7,400
21	017315	MINOR CONCRETE (CURB RAMP) (CRS 403 - CASE A)	EA		\$7,600	\$ 22,800
22		MINOR CONCRETE (CROSS-GUTTER AND SPANDREL) [CRS 209]	SQFT	2,200	\$ IA	\$41,800
23	017317	MINOR CONCRETE (CROSS-GUTTER AND SPANDREL) [CRS 209 WITH DOWELS PER SPPWC 122-2]	SQFT	830	\$ 24	\$ 14,920
24	017305	MINOR CONCRETE (CURB AND GUTTER) (CRS 201)	LF	204	\$55	\$4,220
25	017304	MINOR CONCRETE (CURB AND GUTTER) (CRS 200)	LF	15	455	\$ 825

# **PROPOSAL**

ITEM No.	ITEM CODE	ITEM	UNIT	ESTIMATED QUANTITY	ITEM PRICE	TOTAL
BASE B	BASE BID SCHEDULE - Soboba Street Resurfacing and associated improvements (continued)					
26	810170	DELINEATOR (CLASS 1)	EA	30	\$69	\$2,070
27	810180	DELINEATOR (CLASS 2) EA 20 \$96				\$1,920
28						
29	810230	PAVEMENT MARKER (RETROREFLECTIVE)	\$1,920			
30	820410	SALVAGE ROADSIDE SIGN (INCLUDING WOOD OR METAL POST OR SIGN PANEL ONLY)	EA	47	\$27	\$1,269
31	820840	ROADSIDE SIGN - ONE POST	EA	50	\$350	\$ 17,500
32	840515	THERMOPLASTIC PAVEMENT MARKING	SQFT	1,200	\$7	\$8,400
33	840501	THERMOPLASTIC TRAFFIC STRIPE	LF	22,132	\$0.72	\$17,041.64
34	870111	INDUCTIVE LOOP DETECTOR (TYPE E AND TYPE D PER CALTRANS STD. ES-5B) [INCLUDING DLC WIRES AND CONNECT AT CONDUIT STUB-OUT]	EA	12	\$600	\$7,200
35	010602	MISCELLANEOUS WORK (AS DIRECTED)	FA	1	65,000.00	65,000.00
ALTERNATIVE BID SCHEDULE 1 - Southern California Edison Manhole Adjustments  36 710212 ADJUST MANHOLE TO GRADE (SCE) EA 4 \$1,000 \$14,000						
	710212	ABSSOT MANIFOLE TO GRADE (SCE)	EA	4	\$1,000	\$4,000
ALT. BID SCH. 1 Four thousand dollars and zero unts ITEM 36 "WORDS"  S 4,000  ALTERNATIVE BID SCHEDULE 2 - Frontier Manhole Adjustments						
37	710212	ADJUST MANHOLE TO GRADE (FRONTIER)	EA	1	1,000	\$ 1,000
TOTAL: _ ITEM 37	ALT. BID SCH. 2 TOTAL:  TOTAL:					
BASE BID SCH. + ALT. BID SCH. 1 + ALT. BID SCH. 2						
PROJECT TOTAL: One nillion two hundred seventy two thousand dollars and zero cents  "WORDS"					1,272,000	

# **Bidder Data and Signature**

Name of Bidder:	ONYX PA	AVING COMPANY, II	NC.		
Type of organization: CORPORATION					
Person(s) authorized to	sign for Bid	dder: COREY R. KIRSCHNER - CEO, PRES, VP, SEC, TREA			
president, secretary, treat If Bidder is a Co-Partre composing firm.  If Bidder is a sole prop	easurer and mership, state rietorship or agent othe	nanager thereof.  e true name of firm and an <b>Individual</b> , state fir r than an owner, part	on and also names of the president, vice- also names of all individual co-partners rst and last name(s) in full. there or corporate officer, Bid shall be		
Business Street Address:		2890 E. LA CREST (Please include busin	TA AVE.  ness address even if P.O. Box is used.)		
Business City, State, Z	ip Code:	ANAHEIM, CA 928	306		
P.O. Box- Number:		N/A			
P.O. Box- City, State, 2	Zip Code:	N/A			
Phone: (	714-6	32-6699			
Facsimile:	714-63	32-1883			
E-mail:_BIDS@ONY	XPAVING.	NET			
	Contra	actor's license number:	630360		
	Licens	se Classification(s):	A, C-12		
	Expira	ation date:	10/31/2023		
Department of Industria	al Relations I	Registration Number:	1000004798		



# 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:

## Soboba Street Resurfacing Project Stetson Avenue to Florida Avenue (SH-74) Community of East Hemet Project No. A8-0791

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:	_ <i>V</i>			
Name (printed):	COREY R. KIRSCHNER			
Title:	CEO, PRES, VP, SEC, TREA "Contractor"			





#### **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 PAVING COMPANY, INC.

	Subcontractor Name	License Number	DIR Registration Number	Business Address (City, State)	Construction Item(s) [Item Number and Description]	Check if Partial Work
1.	AC Dike	407417	1000005929	Lincoln, CA	10,11,12,13	
2.	Christ Company	374600	1000000 306	Bloomington,	26-33	
3.	Siecca Pacific	264048	1000004626	Jurupa Valley,	34	
4.	EBS Utilities Adjusting	932 798	100000 4286	Corona, CA	18,36,37	
5.	O'Daffy Lonstruction	647025	1000006692	Romoland, CA	19,20	
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: 9.32 % 8.76 %

Note: A minimum of 50% of the work is required to be performed by the prime/general Contractor.

#### **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.

	Subcontractor Name	License Number	DIR Registration Number	Business Address (City, State)	Construction Item(s) [Item Number and Description]	Check if Partial Work
1.						
2.						
3.						
4.	į a					
5.	*					
6.						
(A Pe	ditional Subcontractor leading to this form may be recent of work to be pute: A minimum of 50	be attached with	additional Subcont	%		1

V.060719 B6

#### **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:

I am the <u>CEO, PRES, VP, SEC, TREA</u> (Title) of <u>ONYX PAVING COMPANY, INC.</u> (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

MAY	(Month) _ 3(Day) of2022	(Year),
at ANAHEIM	(City),CA	(State)
Signature of Declarant:		
Printed name of Declarant:	COREY R. KIRSCHNER	
Name of Bidder (Company)	): only paving company in	) <u>(</u>
Title or Office:	CEO, PRES, VP, SEC, TREA	0000
Note: Notarization of signa  Check box if attachm		1630

**B7** 



1.

Warm of the

#### CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate document to which this certificate is attached, and not the	e verifies only the identity of the individual who signed the truthfulness, accuracy, or validity of that document.
State of California ) County of )	
County of	
On before me,	
Date	Here Insert Name and Title of the Officer
personally appeared Corey R. Kirschner	
	Name(s) of Signer(s)
subscribed to the within instrument and acknowled	evidence to be the person(s) whose name(s) is/are dged to me that he/sr/e/they executed the same in /her/their signature(s) on the instrument the person(s), ed, executed the instrument.
of	certify under PENALTY OF PERJURY under the laws fithe State of California that the foregoing paragraph true and correct.
ASHLIE BLANCHARD COMM. #2279550	ignature Signature of Notary Public
My Comm. Expires March 3, 2023  Place Notary Seal Above	
Though this section is optional, completing this in	onal of the document or
	orm to an unintended document.
Description of Attached Document Title or Type of Document:	Document Date:
Number of Pages: Signer(s) Other Than	
Capacity(ies) Claimed by Signer(s)	
Signer's Name:	Signer's Name:
Signer's Name:  Corporate Officer — Title(s):	☐ Corporate Officer — Title(s):
☐ Partner — ☐ Limited ☐ General	□ Partner — □ Limited □ General
☐ Individual ☐ Attorney in Fact ☐ Guardian or Conservator	☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator ☐ Other:	☐ Trustee ☐ Guardian or Conservator ☐ Other:
Signer Is Representing:	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 not be vendor/financial institution identified below is not not be vendor/financial institution identified below. 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 ONYX PAVING COMPANY,		Federal ID Number (or n/a) 33-0394344	
By (Authorized Signature)	N		
Printed Name and Title of P COREY R. KIRSCHNER	erson Signing		
Date Executed Executed in O5/03/2022 ANAHEIM, CA			
Intion #2 _ Evenntion	- I	C KAROS SILIT	

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.

If you have obtained an exemption 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 Signin	Printed Name and Title of Person Signing					
Date Executed in						

**B8** V.060719



# Opt Out of Payment Adjustments for Price Index Fluctuations

## Soboba Street Resurfacing Project Stetson Avenue to Florida Avenue (SH-74) Community of East Hemet Project No. A8-0791

To opt out of the payment adjustments for price index fluctuations, as specified in Standard Specifications Section 9-1.07 "Payment Adjustments for Price Index Fluctuations," completely fill in, date, sign, and submit this form with the Bid documents.

By signing and submitting this form, our company hereby opts out of the payment adjustments for price index fluctuations for the above-named project.

Date:	05/03/2022	
Company Name (Bidder):	ONYX PAVING COMPANY, INC.	
Signature:	(Signature of Company's authorized officer or desi	ignated representative)
Name (printed):	COREY R. KIRSCHNER	
Title:	CEO, PRES, VP, SEC, TREA	





	Bid Bond
Re	citals:
1.	Onyx Paving Company, Inc. "Contractor", has
	submitted his/her Contractor's Proposal to County of Riverside, "County", for the construction of
	public work for Soboba Street Resurfacing Project, Stetson Avenue to Florida Avenue (SH-74),
	Community of East Hemet, Project No. A8-0791 in accordance with a Notice Inviting Bids from the
	County.
2.	Harco National Insurance Company a Illinois
	corporation, hereafter called "Surety", is the surety of this bond.
	reement:
W	e, Contractor as Principal and Surety as Surety, jointly and severally agree and state as follows:
	The amount of the obligation of this bond is 10% of the amount of the Contractor's Proposal, including
	bid alternates, and inures to the benefit of County

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

Rerissa Ricciardi Title: "Surety"  STATE OF COUNTY	By:  Title: Wry P- KITSCHNCT (FD) PROTECTION  "Contractor"  ss. SURETY'S ACKNOWLEDGEMENT
OF	
On	before me,
Onpersonally appeared,	before me, known to me, or proved to me on the b
On	known to me, or proved to me on the be person whose name is subscribed to the within instrument ecuted the same in his/her authorized capacities, and that by his
On	known to me, or proved to me on the be person whose name is subscribed to the within instrument ecuted the same in his/her authorized capacities, and that by his on, or the entity upon behalf of which the person acted, executed

B10

# **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 ofOr	ange )	
OnApril 27, 2022	before me,	Deanne K. Dodge-Krows, Notary Public
		(insert name and title of the officer)
personally appeared _	Kerissa Ricciardi	
subscribed to the with his/her/their authorize	in instrument and acknow d capacity(ies), and that b	vidence to be the person(s) whose name(e) is/are ledged to me that he/she/they executed the same in his/her/their signature(s) on the instrument the person(s) acted, executed the instrument.
I certify under PENAL paragraph is true and	TY OF PERJURY under to correct.	he laws of the State of California that the foregoing
WITNESS my hand a	nd official seal.	DEANNE K DODGE-KROWS COMM # 2318077
A		NOTARY PUBLIC CALIFORNIA ORANGE COUNTY My comm expires Jan 8 2024

(Seal)

in

### CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate document to which this certificate is attached, and not the	e verifies only the identity of the individual who signed the truthfulness, accuracy, or validity of that document.
State of California )	
County of )	
OnApril 27, 2022 before me,	Ashlia Rianchard, Notany Bublic
Date	Here Insert Name and Title of the Officer
personally appeared Corey R. Kirschner	
	Name(s) of Signer(s)
subscribed to the within instrument and acknowle	evidence to be the person(s) whose name(s) is/are dged to me that he/sre/they executed the same in /hær/their signature(s) on the instrument the person(s), ed, executed the instrument.
0	certify under PENALTY OF PERJURY under the laws f the State of California that the foregoing paragraph true and correct.
COMM. #2279550 Notary Public California	ignature Signature of Notary Public
Place Notary Seal Above	IONAL
Though this section is optional, completing this in	orwall  of ormation can deter alteration of the document or  form to an unintended document.
<b>Description of Attached Document</b>	
Title or Type of Document:	Document Date:
Number of Pages: Signer(s) Other Than	Named Above:
Capacity(ies) Claimed by Signer(s) Signer's Name:	Signaria Nama
☐ Corporate Officer — Title(s):	Signer's Name:  □ Corporate Officer — Title(s):
□ Partner - □ Limited □ General	☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact	☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator	☐ Trustee ☐ Guardian or Conservator
☐ Other:	☐ Other:Signer Is Representing:

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#### POWER OF ATTORNEY

Bond # TS22-173

#### HARCO NATIONAL INSURANCE COMPANY

#### INTERNATIONAL FIDELITY INSURANCE COMPANY

Member companies of IAT Insurance Group, Headquartered: 4200 Six Forks Rd, Suite 1400, Raleigh, NC 27609

KNOW ALL MEN BY THESE PRESENTS: That HARCO NATIONAL INSURANCE COMPANY, a corporation organized and existing under the laws of the State of Illinois, and INTERNATIONAL FIDELITY INSURANCE COMPANY, a corporation organized and existing under the laws of the State of New Jersey, and having their principal offices located respectively in the cities of Rolling Meadows, Illinois and Newark, New Jersey, do hereby constitute and appoint

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 HARCO NATIONAL INSURANCE COMPANY and INTERNATIONAL FIDELITY INSURANCE 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 HARCO NATIONAL INSURANCE COMPANY and INTERNATIONAL FIDELITY INSURANCE 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 13th day of December, 2018 and by the Board of Directors of HARCO NATIONAL INSURANCE COMPANY at a meeting held on the 13th day of December, 2018.

"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, HARCO NATIONAL INSURANCE COMPANY and INTERNATIONAL FIDELITY INSURANCE COMPANY have each executed and attested these presents on this 31st day of December, 2021

STATE OF NEW JERSEY County of Essex

STATE OF ILLINOIS County of Cook

INSUA

Kenneth Chapman

Executive Vice President, Harco National Insurance Company and International Fidelity Insurance Company

, before me came the individual who executed the preceding instrument, to me personally known, and, On this 31st day of December, 2021 being by me duly sworn, said he is the therein described and authorized officer of HARCO NATIONAL INSURANCE COMPANY and INTERNATIONAL FIDELITY INSURANCE 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 HARCO NATIONAL INSURANCE COMPANY and INTERNATIONAL FIDELITY INSURANCE 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 original souling in the horizontice of said companies, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Rower of Attorney has not been revoked and is now in full force and effect.

April 27th, 2022

set my hand on the day THE STATE OF THE PARTY OF THE P

A02699

Irene Martins, Assistant Secretary



#### REFERENCES

PROJECT NAME: PAVING THE WAY - PHASE 3

PROJECT DESCRIPTION: CITYWIDE STREET IMPROVEMENTS

**APPROXIMATE CONSTRUCTION DATES: 2020 - 2021** 

CONSULTING COMPANY: CITY OF MONTEBELLO - 1600 W. BEVERLY BLVD, MONTEBELLO, CA 90640

**CONTACT PERSON: JAMES ENRIQUEZ 323-887-1462** 

**ORIGINAL CONTRACT AMOUNT: \$1,929,000** 

FINAL CONTRACT AMOUNT: \$3,149,848.10

IF FINAL AMOUNT IS DIFFERENT FROM ORIGINAL AMOUNT, PLEASE EXPLAIN: ADDITIONAL SCOPES OF WORK

DID THE AGENCY FILE ANY CLAIMS AGAINST YOU? NO

**PROJECT NAME: PAVEMENT REPAIR PROJECT** 

**PROJECT DESCRIPTION: PAVEMENT REPAIR** 

**APPROXIMATE CONSTRUCTION DATES: JAN 2020** 

AGENCY: CITY OF CLAREMONT - 207 HARVARD AVE, CLAREMONT, CA 91711

**CONTACT PERSON: ENRIQUE VILLALOBOS 909-399-5479** 

**ORIGINAL CONTRACT AMOUNT: \$105,000** 

FINAL CONTRACT AMOUNT: \$120,727.40

IF FINAL AMOUNT IS DIFFERENT FROM ORIGINAL AMOUNT, PLEASE EXPLAIN: FIELD QUANTITIES DIFFERED FROM BID SCHEDULE

QUANTITIES.

DID THE AGENCY FILE ANY CLAIMS AGAINST YOU? NO

**PROJECT NAME: 2019-2020 PAVEMENT REHABILITATION** 

PROJECT DESCRIPTION: VARIOUS PAVEMENT REHABILITATION

**APPROXIMATE CONSTRUCTION DATES: MAY 2020 - SEPTEMBER 2020** 

AGENCY: CITY OF ARCADIA - 240 W. HUNTINGTON DR, ARCADIA, CA 91007

**CONTACT PERSON: JAN BALANAY 626-254-2726** 

ORIGINAL CONTRACT AMOUNT: \$2,128,000

FINAL CONTRACT AMOUNT: \$ 1,980,917.60

IF FINAL AMOUNT IS DIFFERENT FROM ORIGINAL AMOUNT, PLEASE EXPLAIN: AGENCY HAD ADDITIONAL SCOPES IN ORIGINAL BID

TO COVER FOR EXTRA WORK.

DID THE AGENCY FILE ANY CLAIMS AGAINST YOU? NO

ONYX PAVING COMPANY, INC. 2890 EAST LA CRESTA AVE, ANAHEIM, CA 92806 – TEL (714) 632-6699 – FAX (714) 632-1883



**PROJECT NAME: DESERT VIEW AVENUE PROJECT** 

**PROJECT DESCRIPTION: CITYWIDE STREET IMPROVEMENTS** 

**APPROXIMATE CONSTRUCTION DATES: 2019** 

AGENCY: CITY OF DESERT HOT SPRINGS - 11999 PALM DRIVE, DESERT HOT SPRINGS, CA 92240

CONTACT PERSON: DANIEL PORRAS 760-329-6411

**ORIGINAL CONTRACT AMOUNT: \$741,330.98** 

FINAL CONTRACT AMOUNT: \$741,330.98

IF FINAL AMOUNT IS DIFFERENT FROM ORIGINAL AMOUNT, PLEASE EXPLAIN: N/A

DID THE AGENCY FILE ANY CLAIMS AGAINST YOU? NO

PROJECT NAME: TWEEDY LANE STREET IMPROVEMENT PROJECT

**PROJECT DESCRIPTION: STREET IMPROVEMENTS** 

**APPROXIMATE CONSTRUCTION DATES: JULY 2020 - AUG 2020** 

AGENCY: CITY OF DOWNEY - 11111 BROOKSHIRE AVE, DOWNEY, CA 90241

**CONTACT PERSON: DESI GUTIERREZ 562-622-3468** 

ORIGINAL CONTRACT AMOUNT: \$308,000

FINAL CONTRACT AMOUNT: \$308,000

IF FINAL AMOUNT IS DIFFERENT FROM ORIGINAL AMOUNT, PLEASE EXPLAIN: N/A

DID THE AGENCY FILE ANY CLAIMS AGAINST YOU? NO

PROJECT NAME: CHICAGO AVE RECONSTRUCTION PROJECT

PROJECT DESCRIPTION: STREET REHABILITATION AND RECONSTRUCTION

**APPROXIMATE CONSTRUCTION DATES:** AUG 2020 - OCT 2020

AGENCY: RIVERSIDE COUNTY TRANSPORTATION DEPARTMENT - 3525 14TH STREET, RIVERSIDE, CA 92507

**CONTACT PERSON: MEHRAN SANATI 951-255-2762** 

ORIGINAL CONTRACT AMOUNT: \$ 1,424,000

FINAL CONTRACT AMOUNT: \$1,445,396

IF FINAL AMOUNT IS DIFFERENT FROM ORIGINAL AMOUNT, PLEASE EXPLAIN: ADD'L SCOPES OF WORK BY AGENCY

DID THE AGENCY FILE ANY CLAIMS AGAINST YOU? NO



PROJECT NAME: 2018/19 ARTERIAL AND MINOR STREETS MAINTENANCE PHASE 1&2

**PROJECT DESCRIPTION: CITYWIDE STREET IMPROVEMENTS** 

**APPROXIMATE CONSTRUCTION DATES:** AUG 2020 - MARCH 2021

AGENCY: CITY OF RIVERSIDE - 3900 MAIN ST, RIVERSIDE, CA 92501

**CONTACT PERSON: STEVEN HOWARD 951-826-5311** 

**ORIGINAL CONTRACT AMOUNT: \$5,050,000** 

**FINAL CONTRACT AMOUNT: N/A** 

IF FINAL AMOUNT IS DIFFERENT FROM ORIGINAL AMOUNT, PLEASE EXPLAIN: IN PROGRESS

DID THE AGENCY FILE ANY CLAIMS AGAINST YOU? NO

**PROJECT NAME: FY 18-19 RESIDENTIAL STREET REHABILITATION** 

**PROJECT DESCRIPTION: VARIOUS STREET IMPROVEMENTS** 

**APPROXIMATE CONSTRUCTION DATES: 07/18/2019 - 12/11/2019** 

AGENCY: CITY OF PLACENTIA - 401 E. CHAPMAN AVE, PLACENTIA, CA 92870

**CONTACT PERSON: MASOUD SEPAHI 714-920-7604** 

**ORIGINAL CONTRACT AMOUNT: \$606,000** 

FINAL CONTRACT AMOUNT: \$616,241.42

IF FINAL AMOUNT IS DIFFERENT FROM ORIGINAL AMOUNT, PLEASE EXPLAIN: C/O DUE TO EXISTING FIELD CONDITIONS.

DID THE AGENCY FILE ANY CLAIMS AGAINST YOU? NO



#### LARGE PROJECT REFERENCES

PROJECT NAME: RESIDENTIAL STREET IMPROVEMENT PROJECT

**PROJECT DESCRIPTION: STREET IMPROVEMENTS** 

**APPROXIMATE CONSTRUCTION DATES: SEPT 2020 - NOV 2020** 

CONSULTING COMPANY: CITY OF ANAHEIM - 200 S. ANAHEIM BLVD, ANAHEIM, CA 92805

CONTACT PERSON: KAL LAMBAZ 714-765-6935

**ORIGINAL CONTRACT AMOUNT: \$1,711,000** 

FINAL CONTRACT AMOUNT: \$1,733,320

IF FINAL AMOUNT IS DIFFERENT FROM ORIGINAL AMOUNT, PLEASE EXPLAIN: C/O DUE TO ADDITIONAL SCOPES

DID THE AGENCY FILE ANY CLAIMS AGAINST YOU? NO

PROJECT NAME: PAVEMENT REHABILITATION FOR VARIOUS LOCAL STREETS - CDBG FISCAL YEAR 19/20

PROJECT DESCRIPTION: CITYWIDE PAVEMENT REHABILITATION

**APPROXIMATE CONSTRUCTION DATES: JAN 2020 - MARCH 2020** 

**CONSULTING COMPANY: CITY OF MORENO VALLEY** 

**CONTACT PERSON: QUANG NGUYEN 951-413-3159** 

ORIGINAL CONTRACT AMOUNT: \$1,576,000

FINAL CONTRACT AMOUNT: \$1,445,035.72

IF FINAL AMOUNT IS DIFFERENT FROM ORIGINAL AMOUNT, PLEASE EXPLAIN: REDUCTION IN QUANTITIES

DID THE AGENCY FILE ANY CLAIMS AGAINST YOU? NO

**PROJECT NAME: FY 2017-18 RESIDENTIAL STREETS REHABILITATION PROJECT** 

PROJECT DESCRIPTION: CITYWIDE STREET REHABILITATION

**APPROXIMATE CONSTRUCTION DATES: MARCH 2020-JUNE 2020** 

AGENCY: CITY OF WEST COVINA - 1444 W. GARVEY AVE S., WEST COVINA, CA 91790

CONTACT PERSON: OKAN DEMIRCI OKAN.DEMIRCI@TRANSTECH.ORG

ORIGINAL CONTRACT AMOUNT: \$1,009,000

FINAL CONTRACT AMOUNT: \$1,360,000

IF FINAL AMOUNT IS DIFFERENT FROM ORIGINAL AMOUNT, PLEASE EXPLAIN: SCOPES OF WORK CHANGED BY AGENCY

DID THE AGENCY FILE ANY CLAIMS AGAINST YOU? NO



#### **REFERENCES**

GENERAL CONTRACTORS:	JOBS PERFORMED:	LOCATION:	AMOUNT:
Fullmer Construction	Centerpointe	Moreno Valley	\$3,187,914.00
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 Bernardino	\$1,288,615.00
Fax: 909-947-2970	San Michelle Logistics	Moreno Valley	\$670,674.00
Contact: Casey Jones	Terra Francesco	Ontario	\$524,216.00
KCS West, Inc.	BP Refinery Maintenance	Shop Carson	\$896,357.00
901 Corporate Ctr, Dr, 3 <sup>rd</sup> flr			
Monterey Park, CA 9174			
Ph: 323-269-0020			
Fx: 323-263-4576			
Contact: Matthew Vawter			
GMC Engineering, Inc.	Edison	Romoland	\$1,623,480.00
1401 Warner Ave			
Tustin, CA 92780			
Ph: 760-744-133			
Fx: 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	Carmax	Oxnard	\$606,443.00
Fax: 760-744-9064	Seabridge	Oxnard	\$329,460.00
Contact Scott Staley			

ONYX PAVING COMPANY, INC. 2890 EAST LA CRESTA AVE, ANAHEIM, CA 92806 – TEL (714) 632-6699 – FAX (714) 632-1883



Haagen Company, LLC

**Empire Polo Club** 

Indio

\$1,036,745.00

12302 Exposition Blvd

Los Angeles, CA 90064

Ph: 310-820-1200

Fx: 310-820-1225

Contact: Chris Fahey

**ARCO National Construction Co.** 

Scannell FEDEX

Burbank

\$1,125,958.00

900 N. Rock Hill Rd

St. Louis, MO 63119

Ph: 314-963-0715

Fx: 314-963-7114

Contact: Chris Wilson

**Grant General Contractors** 

**Whittier Area Community** 

Whittier

\$625,920.00

5051 Avenida Encinas

Church

Carlsbad, CA 92008

**Crevier BMW** 

Santa Ana

\$30,600.00

Ph: 760-438-7500

Fx: 760-438-3056

Contact: Pete Burrows



# **ASPHALT RUBBER HOT MIX REFERENCES:**

GENERAL CONTRACTORS: JOBS PERFORMED: LOCATION: AMOUNT:

GMC ENGINEERING, INC. Katella Ave. St. Improv Los Alamitos

s Alamitos \$120,000.00

1401 Warner Ave, Ste B. Various Projects

**Tustin, CA 92780** 

Ph: 714-247-1040

Fx: 714-247-1041

Contact: Gennady Chizik

R.D OLSON CONSTRUCITON, INC. Lido House Hotel Newport Beach \$193,105.00

2955 Main Street, 3rd Floor

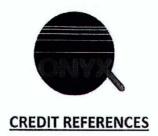
Irvine, CA 92614

Ph: 949-474-2001

Fx: 949-474-1534

Contact: Jeremy Dunn

IF YOU HAVE ANY QUESTIONS, PLEASE FEEL FREE TO CONTACT COREY KIRSCHNER AT 714-632-6699 OR VIA EMAIL AT COREY@ONYXPAVING.NET



**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

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.

5 HUTTON CENTRE, STE. 730, SANTA ANA, CA 92707

PHONE: (714) 915-4032 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 Carl

KELTERITE CORP.

12231 PANGBORN AVE. DOWNEY, CA

(562) 401-0011 Gladys

**VULCAN MATERIALS CO.** 

16013 E. FOOTHILL BLVD, IRWINDALE, CA 91702

(858) 530-9414 Debble

**GENERAL CONTRACTOR REFERENCES:** 

**FULLMER CONSTRUCTION** 

1725 S. GROVE AVE., ONTARIO, CA 91761

(909) 947-9467 Casey Jones

BYROM-DAVEY, INC.

13220 EVENING CREEK DR. SOUTH #103, SAN DIEGO

(858) 513-7199 Steve Davey

PACIFIC CONST. GROUP

17895 SKY PARK CIR., IRVINE, CA 92614

(949) 748-1500 Mark Bundy

ERICKSON-HALL CONST. CO.

500 CORPORATE DR., ESCONDIDO, CA 92069

(760) 796-7700 Justin Sinnott

ONYX PAVING COMPANY, INC.

2890 EAST LA CRESTA AVE, ANAHEIM, CA 92806 - TEL (714) 632-6699 - FAX (714) 632-1883



#### **RESUME**

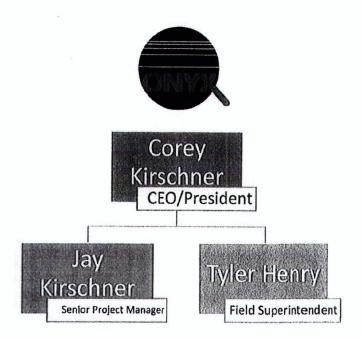
Corey Kirschner has over 20 years of experience both as an estimator and CEO. Corey is an experienced estimator and lead a majority of those years being the Chief Estimator before becoming CEO and President of Onyx Paving Company, Inc. Over the short period of time here at Onyx Paving, Corey has completed over 3,000 paving projects, allowing the company to gross over \$50 million dollars in the previous year.

Jay Kirschner, Senior Project Manager, holds a Bachelor's Degree from Chapman University and has 7 years of experience upholding the maintenance supervisor and lead estimator position for Onyx Paving. He leads our team, with the project managers under his direct supervision, in managing our productions and coordinating our field mobilizations for all projects.

Tyler Henry, Field Superintendent, serves as the core of all field related matters. He has over 20 years of paving experience performing jobs that stretches from San Diego County to Ventura County. Tyler has been with Onyx in completing all of our Public Works projects. Overseeing the on-site laborers, cement masons, and operating engineers is one of his many responsibilities.

#### **BACKLOG ALLOCATION:**

Corey Kirschner, Jay Kirschner, and Tyler Henry oversee 100% of all current project in attached backlog.



#### **Key Individual Responsibilities:**

#### Corey Kirschner

- Manage overall operations and resources of company
- Decision maker of corporation

#### Jay Kirschner

- Lead project management team with organization
- Overseeing overall project scheduling, budgeting, and dispatching on all projects
- Main point of communications between company and agencies

#### **Tyler Henry**

- Lead and manage on-site labors and operators
- Coordinate daily operations and project production
- Ensuring project quality expectations are met



# CONTRACTORS STATE LICENSE BOARD

Pursuant to Chapter 9 of Division 3 of the Business and Professions Code and the Rules and Regulations of the Contractors State License Board, the Registrar of Contractors does hereby issue this license to:

#### ONYX PAVING COMPANY INC

License Number 630360

to engage in the business or act in the capacity of a contractor in the following classifications:

A.- GENERAL ENGINEERING CONTRACTOR C12 - EARTHWORK AND PAYING

Witness my hand and seal this day,

January- 4, 2019

Issued October 9, 1991

Marlo Richardson, Board Chair

This license is the property of the Registrar of Contractors, is not transferable, and shall be returned to the Registrar upon demand when suspended, revoked, or invalidated for any reason. It becomes void if not renewed.

David R. Fogt, Registrar of Contractors

13.21 (REV. 1017)

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#### CONTRACTORS STATE LICENSE BOARD ACTIVE LICENSE



Lidenza Number 630360

EMRY CORP

BUSINESS NAME ONYX PAVING COMPANY INC

Classification(s) A C12

Experation Date 10/31/2023

www.cslb.ca.gov



# Department of Industrial Relations

#### Contractor Information

Legal Entity Name ONYX PAVING COMPANY, INC. Legal Entity Type Corporation Status Active Registration Number 1000004798 Registration effective date 07/01/19 Registration expiration date 06/30/22 Mailing Address 2890 E. LA CRESTA AVENUE ANAHEIM 92806 CA United States of America Physical Address 2890 E. LA CRESTA AVENUE ANAHEIM 92806 CA United States of America Email Address anar@onyxpaving.net Trade Name/DBA License Number (s) CSLB:630360

# Legal Entity Information

Corporation Entity Number:

630360

Federal Employment Identification Number:

COREY R. KIRSCHNER

President Name: Vice President Name:

Treasurer Name:

Secretary Name:

CEO Name:

COREY R. KIRSCHNER

Agency for Service:

Agent of Service Name:

Agent of Service Mailing Address:

ANA RAYPON

2890 E. LA CRESTA AVENUE ANAHEIM 92806 CA United States of America

#### Registration History

Effective Date	Expiration Date
06/25/18	06/30/19
05/08/17	06/30/18
05/25/16	06/30/17
06/10/15	06/30/16
01/06/15	06/30/15
07/01/19	05/30/22



#### UNANIMOUS WRITTEN CONSENT OF THE BOARD OF DIRECTORS OF ONYX PAVING COMPANY, INC. (a California corporation)

October 28, 2020

The undersigned director, constituting the entire board of directors (the "Board") of Onyx Paving Company, Inc., a California corporation (the "Corporation"), hereby takes the following actions, adopts the following resolutions, and transacts the following business, by written consent without a meeting, as of the date above written, pursuant to Section 307(b) of the General Corporation Law of the State of California and the Corporation's Bylaws:

#### Approval of Loan Transaction

WHEREAS, Corey Kirschner is currently the Corporation's Chief Executive Officer, and Chief Financial Officer (the "Officer") with authority to enter into contracts on behalf of the Corporation.

WHEREAS, the Corporation opportunities from time to time to bid on various governmental and non-governmental projects;

WHEREAS, after careful consideration, the Board has determined that the terms and conditions of the proposed project in the form of the bid attached hereto as Exhibit A (the "Project") are just and equitable and fair as to the Corporation and that it is in the best interests of the Corporation and its stockholder to submit the bid and complete the Project subject to the terms agreed upon by the parties.

NOW, THEREFORE, BE IT RESOLVED, the Board on behalf of the Corporation hereby approves and ratifies the Project in all respects, and hereby authorize and direct the Corporation to negotiate, execute, deliver and perform the terms of all documents, required in connection with the Project, together with such changes thereto as may be approved by the Officer executing the same on behalf of the Corporation (pursuant to the authorization provided herein), such approval of the Officer to be conclusively evidenced by its execution and delivery of same.

RESOLVED FURTHER, that the Officer may execute and deliver any and all agreements and any and all other documents and instruments, and take such further actions as may be necessary or appropriate, for the financing of the Corporation.

RESOLVED FURTHER, that the Officer is hereby authorized, directed, and empowered to execute and deliver any and all agreements and any and all other documents and instruments, and take such further actions as may be necessary or appropriate, for the consummation of the Project.

RESOLVED FURTHER, that the Officer, in the name of the Corporation, is hereby suthorized, directed, and empowered to negotiate, execute and deliver to the applicable counterparty, any and all documents with respect to the Project and other instruments as may be reasonably requested, and the Officer on behalf of the Corporation is sufnorized from time to time to execute renewals or extensions or other instruments as may be necessary.

RESOLVED FURTHER, that the authority given bereunder that the retroactive and any and all acts authorized hereunder performed prior to the passage of this resolution are needed y ratified and affirmed.

The Secretary of the Corporation is directed to file the original executed copy of this Consent with the minutes of proceedings of the Corporation.

[Swollot ageq erutengi2]



IN WITNESS WHEREOF, the undersigned has executed this Unanimous Written Consent of the Board of Directors as of the date first above written

Corey Kirschner

.

Form (Rev. October 2018) Department of the Tressury

# Request for Taxpayer identification Number and Certification

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

► Go to www.l/s.goviPormW9 for Instructions and the latest information.

	1 N	ame (as shown on your l	ncome ta	x return). Nam	e is req	ulred on t	his line; do r	not leave this line blank.							
	ONY	X PAVING COMP	ANY I	VC		*									
	2 B	siness name/disregarde	d entity	name, if differe	ur ilou	Shous									
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# 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

G076477

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# FILED

in the office of the Secretary of State of the State of California

ONYX PAVING COMPANY, INC.		QCT-91	2018
2. CALIFORNIA CORPORATE NUMBER C1659076		The Space for Fill	ng Use Only
No Change Statement (Not applicable if agent address of record is a P.O. Box a  a. If there have been any changes to the information contained in the last State, or no statement of information has been previously filed, this formation in the last of State, check the box and proceed to item 17.	stement of Infor	mation filed with the Calil detect in its entirely.	
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7. CHIEF EXECUTIVE OFFICER/ ADDRESS COREY KIRSCHNER 2890 E. LA CRESTA AVE., ANAHEIM, CA 92806	CITY	STATE	
6. SECRETARY ADDRESS COREY KIRSCHNER 2890 E. LA CRESTA AVE., ANAHEIM, CA 92806	CITY	STATE	ZIP CODE
9. CHEF FINANCIAL OPPICER/ ADDRESS COREY KIRSCHNER 2890 E. LA CRESTA AVE., ANAHEIM, CA 92806	.C/TY	STATE	ZIP ÇODE
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17. BY SUBMITTING THIS STATEMENT OF INFORMATION TO THE CAUFORNIA SECRETAL CONTAINED HERBIN, INCLUDING ANY ATTACHMENTS, IS TRUE AND CORRECT, 10/01/2018 AFSHIN HAKIM ATTORN		E CORPORATION CERTIFIES	THE INFORMATION
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81-200 (REV 01/2013) Page 1 of 7		Name and Address of the Owner, where the Party of the Owner, where the Party of the Owner, where the Owner, which is the Owner, which	CRETARY OF STATE

# 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

TYPE/PRINT NAME OF PERSON COMPLETING FORM

DATE

\$1-200 (REV 01/2018)

1. CORPORATE NAME

ONYX PAVING COMPANY, INC.

GB88157 FILED

8

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

JAN-03 2020

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 instructions.) s. If there have been any changes to the information contained in the last Statement of Information filed with the California Secretary of State, or no statement of information has been previously filed, this form must be completed in its entirety.

If there has been no change in any of the information contained in the last Statement of information filed with the California Secretary of State, check the box and proceed to Item 17. Complete Addresses for the Following (Do not abbreviate the name of the city. Items 4 and 5 cannot be P.O. Boxes.) 4. STREET ADDRESS OF PRINCIPAL EXECUTIVE OFFICE ZIP CODE STATE 5. STREET ADDRESS OF PRINCIPAL BUSINESS OFFICE IN CALIFORNIA, IF ANY ZIPCODE CITY STATE 6. MAULING ADDRESS OF CORPORATION, IF DIFFERENT THAN ITEM 4 CITY STATE ZIP CODE Names and Complete Addresses of the Following Officers (The corporation must list these three officers. A comparable title for the specific officer may be added; however, the preprinted titles on this form must not be altered.) 7. CHIEF EXECUTIVE OFFICER/ ADDRESS CITY STATE ZIP CODE 8. SECRETARY ADDRESS CITY STATE ZIP CODE B. CHIEF FINANCIAL OFFICER ADDRESS CITY 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.) ADDRESS CITY STATE ZIP CODE 11. NAME ADDRESS CITY STATE ZIP COOR 12. NAME ADDRESS STATE ZIP CODE 13. NUMBER OF VACANCIES ON THE SOARD OF DIRECTORS, IF ANY: Agent for Service of Process if the egent is an individual, the agent must reside in California and item 18 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 cartificate pursuant to California Corporations Code section 1605 and flem 15 must be left blank. 14. NAME OF AGENT FOR SERVICE OF PROCESS 15. STREET ADDRESS OF AGENT FOR SERVICE OF PROCESS IN CALIFORNIA, IF AN INDIVIDUAL CITY STATE ZIP CODE Type of Business 16. DESCRIBETHE TYPE OF BUSINESS OF THE CORPORATION 17. BY SUBMITTING THIS STATEMENT OF INFORMATION TO THE CALIFORNIA SECRETARY OF STATE, THE CORPORATION CERTIFIES THE INFORMATION CONTAINED HEREIN, INCLUDING ANY ATTACHMENTS, IS TRUE AND CORRECT. 01/03/2020 ANA BARBRA RAYPON

OFFICE MANAGER/CONTROLLER

SIGNATURE

APPROVED BY SECRETARY OF STATE

# SPECIFICATIONS and CONTRACT DOCUMENTS for the CONSTRUCTION of

Soboba Street Resurfacing Project
Stetson Avenue to Florida Avenue (SH-74)
Community of East Hemet
Project No. A8-0791



TRANSPORTATION DEPARTMENT

## General

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# General

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<sup>\*</sup> Note: See the first page of this document description for a detailed Table of Contents.

Home | Online Services | License Detail | Complaint Disclosure | Citation Violation Disclosure

# Citation Violation Disclosure

License Number 630360

Contractor Name ONYX PAVING COMPANY INC

 Citation #
 2 2020 1727

 Date
 03/04/2021

 Status
 COMPLE

#### **Violations**

**CODE** Business & Professions Code

**VIOLATION** 7113

**DESCRIPTION** Exceeded contract amount

CODE Business & Professions Code

**VIOLATION** 7107

**DESCRIPTION** Abandonment without legal excuse of any construction

project

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**Accessibility Certification** 

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Home | Online Services | License Detail | Complaint Disclosure

# ◆ Contractor's License Detail (Complaint Disclosure)

Contractor License # 630360

Contractor Name ONYX PAVING COMPANY INC

Citation # 2 2020 001727 Date 03/04/2021 Status COMPLETED

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**COMPANY PROFILE** 

Company Profile

Company Search

**Company Information** 

Company Search

Results

Company Information Old Company

Names Agent for Service

Reference Information

NAIC Group List Lines of Business

Compensation Complaint and 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

**Old Company Names** 

HARCO NATIONAL INSURANCE COMPANY OF ILLINOIS

12/31/1994

**Effective Date** 

**Agent For Service** 

AMANDA GARCIA

330 N Brand Blvd Ste 700 Glendale CA 91203-2336

**Reference Information** 

NAIC #:	26433
California Company ID #:	3711-9
Date Authorized in California:	09/09/1994
License Status:	UNLIMITED-NORMAL
Company Type:	Property & Casualty
State of Domicile:	ILLINOIS

back to top

**NAIC Group List** 

NAIC Group #:

0225

IAT Reins Co Grp

HARCO NATIONAL INSURANCE COMPANY

4200 SIX FORKS RD STE 1400 RALEIGH, NC 27609 800-342-0753

#### **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

FIRE

LIABILITY

MARINE

MISCELLANEOUS

PLATE GLASS

SPRINKLER

SURETY

TEAM AND VEHICLE

WORKERS' COMPENSATION

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