

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



**ITEM: 3.43
(ID # 26217)**

MEETING DATE:
Tuesday, November 05, 2024

FROM : TLMA-TRANSPORTATION

SUBJECT: TRANSPORTATION AND LAND MANAGEMENT AGENCY/TRANSPORTATION:
Approve Addendum to the Plans and Specifications, Accept the Low Bid and Award the Contract for the Construction of the Grand Avenue Sidewalk Improvements Project, in the Community of Lakeland Village; District 2. [\$1,747,000 Total Cost - ARPA Funds 80%, Local Funds 20%]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve one addendum to the plans and specifications issued prior to the August 21, 2024, bid opening;
2. Waive any and all immaterial irregularities and accept the low bid of Onyx Paving Company, Inc. (Onyx Paving) of Anaheim, California in the amount of \$1,747,000.00;
3. Award the contract to Onyx Paving and authorize the Chair of the Board to execute the contract documents; and
4. Approve the project proposed budget as shown on Attachment "A".

ACTION:Policy


Bernnis Acuna, Director of Transportation 10/22/2024

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Spiegel, Washington, Perez and Gutierrez
Nays: None
Absent: None
Date: November 5, 2024
xc: Trans.

Kimberly A. Rector
Clerk of the Board

By: 
Deputy

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

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ 1,747,000	\$ 0	\$ 1,747,000	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: Gas Tax/HUTA (8.5%), American Rescue Plan Act (ARPA) (79.6%), Unincorporated Communities Initiative (UCI) (11.2%), and Frontier Communications (0.7%).			Budget Adjustment: No	
			For Fiscal Year: 24/25	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

By Minute Order dated July 30, 2024 (Agenda Item 3.89), the County of Riverside Board of Supervisors authorized the Clerk of the Board to advertise for the construction of the Grand Avenue Sidewalk Improvements Project between Adelfa Street and Blackwell Boulevard; and between Brechtel Street to Corydon Road in the Community of Lakeland Village of Riverside County.

The projects are combined to bid as one project in order to gain cost efficiencies by eliminating multiple bidding and administrative procedures and to seek more favorable proposed costs associated with larger bid quantities.

Mainly, the project will construct new segments of sidewalk along the south side of Grand Avenue between Adelfa Street and Blackwell Boulevard, and along the north side of Grand Avenue between Brechtel Street and Corydon Road. The sidewalk segments will fill existing sidewalk gaps with approximately 2,300 linear feet of new sidewalk along the Adelfa Street to Blackwell Boulevard segment, and 1,300 linear feet of new sidewalk along the Brechtel Street to Corydon Road segment.

The total project will construct approximately 3,600 linear feet of new sidewalk and new curb ramps, providing safer pedestrian paths for community residents.

Additional improvements include construction of concrete curb and gutter, cross gutter, driveways, and asphalt concrete dike. Safety features include placing of roadside signs, traffic stripes, thermoplastic crosswalks and pavement markings, and installation of yellow back plates for the existing traffic signal heads at the intersection of Grand Avenue and Blackwell Boulevard.

The proposed improvements will provide a fully American with Disabilities Act (ADA) accessible all-weather pathway for pedestrians.

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On March 11, 2021, President Biden signed the \$1.9 trillion American Rescue Plan Act (ARPA) of 2021 into law. To accelerate recovery from the economic and health impacts of the COVID-19 pandemic, the County of Riverside was provided approximately \$480 million. The Executive Office in conjunction with the Board Supervisors developed a plan to disburse these funds based on the principles of providing recovery funding to those sectors of our economy and society that are struggling most to recover from the pandemic; have a constituent and community based focus; provide a vehicle for transformational investment in our County's recovery from COVID-19; provide for countywide equity; and focus on one time investments, rather than funding ongoing operational costs. As a result of these principles, the Grand Avenue Sidewalk Improvements Project was selected as a recipient of \$1,300,000 of ARPA funds from District 2 per Minute Order dated February 27, 2024 (Agenda Item 3.2) and \$1,000,000 from District 1 per Minute Order dated December 13, 2022 (Agenda Item 3.2).

On November 17, 2020, the Riverside County Board of Supervisors directed the Executive Office to implement an Unincorporated Communities Initiative (UCI). The UCI is a focused, ongoing, and coordinated effort to improve the infrastructure and services provided to the residents of unincorporated communities, with emphasis on Disadvantaged Unincorporated Communities. Through March 31, 2021, the Executive Office team held 15 community meetings and conducted online surveys to better understand community needs for services, infrastructure, and infrastructure maintenance. Based on the foundational work completed by the UCI team, the Grand Avenue Sidewalk Improvements Project was selected as a recipient of \$195,000 of UCI funds from District 1 per Minute Order dated October 26, 2021 (Agenda Item 3.2).

During the advertisement period, one addendum was issued to all registered plan holders as a supplement to the plans and specifications. Bidders were required to acknowledge and take into account the issued addendum on their contractor's Bid in order to be considered for award. The addendum was issued to clarify and modify the approved contract documents; however, the modifications made did not increase the project costs. The addendum is attached and designated as Addendum No. 1.

The Contract includes the following schedules of work:

- Base Bid Schedule 1: Grand Avenue Sidewalk Improvements Project – Adelfa Street to Blackwell Boulevard, and associated work
- Alternative Bid Schedule 1: Frontier Communications (Frontier) facilities adjustments
- Base Bid Schedule 2: Grand Avenue Sidewalk Improvements Project – Brechtel Street to Corydon Road, and associated work
- Alternative Bid Schedule 2: Frontier facilities adjustments

The contractor, Onyx Paving, 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 documents.

**SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,
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Frontier has accepted the bid prices proposed by Onyx Paving for Alternative Bid Schedule 1 and Alternative Bid Schedule 2, which combined include adjustments of a total of five (5) manholes to grade and the cost for the work will be reimbursed by Frontier through reimbursement letter Agreements that will be executed by the Director of Transportation. 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).

Project Nos D2-0069 – Grand Avenue Sidewalk Improvements
Adelfa Street to Blackwell Boulevard
D3-0085 – Grand Avenue Sidewalk Improvements
Brechtel Street to Corydon Road

Impact on Residents and Businesses

The proposed improvements will improve pedestrian safety and provide an Americans with Disabilities Act (ADA) compliant path.

The work is scheduled to begin in March 2025. The work will be phased to keep the road open during construction as much as possible and will take approximately two and a half months to complete. Project completion anticipated in June 2025.

SUPPLEMENTAL:

Additional Fiscal Information

Construction is expected to be completed in Fiscal Years 2024/2025 and will be funded with Gas Tax/HUTA, American Rescue Plan Act (ARPA), Unincorporated Communities Initiative (UCI), and Frontier Communications funds.

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

Contract History and Price Reasonableness

A total of three bids were received on Wednesday August 21, 2024 ranging from \$1,747,000 to \$2,261,796. 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 Paving in the amount of \$1,747,000 which is \$169,775 (8.9%) below the engineer’s cost estimate.

The Transportation Department recommends the award of the contract to Onyx Paving in the amount of \$1,747,000.

ATTACHMENTS:

Vicinity Map
Attachment “A”
Summary of Bids
Addendum No. 1

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

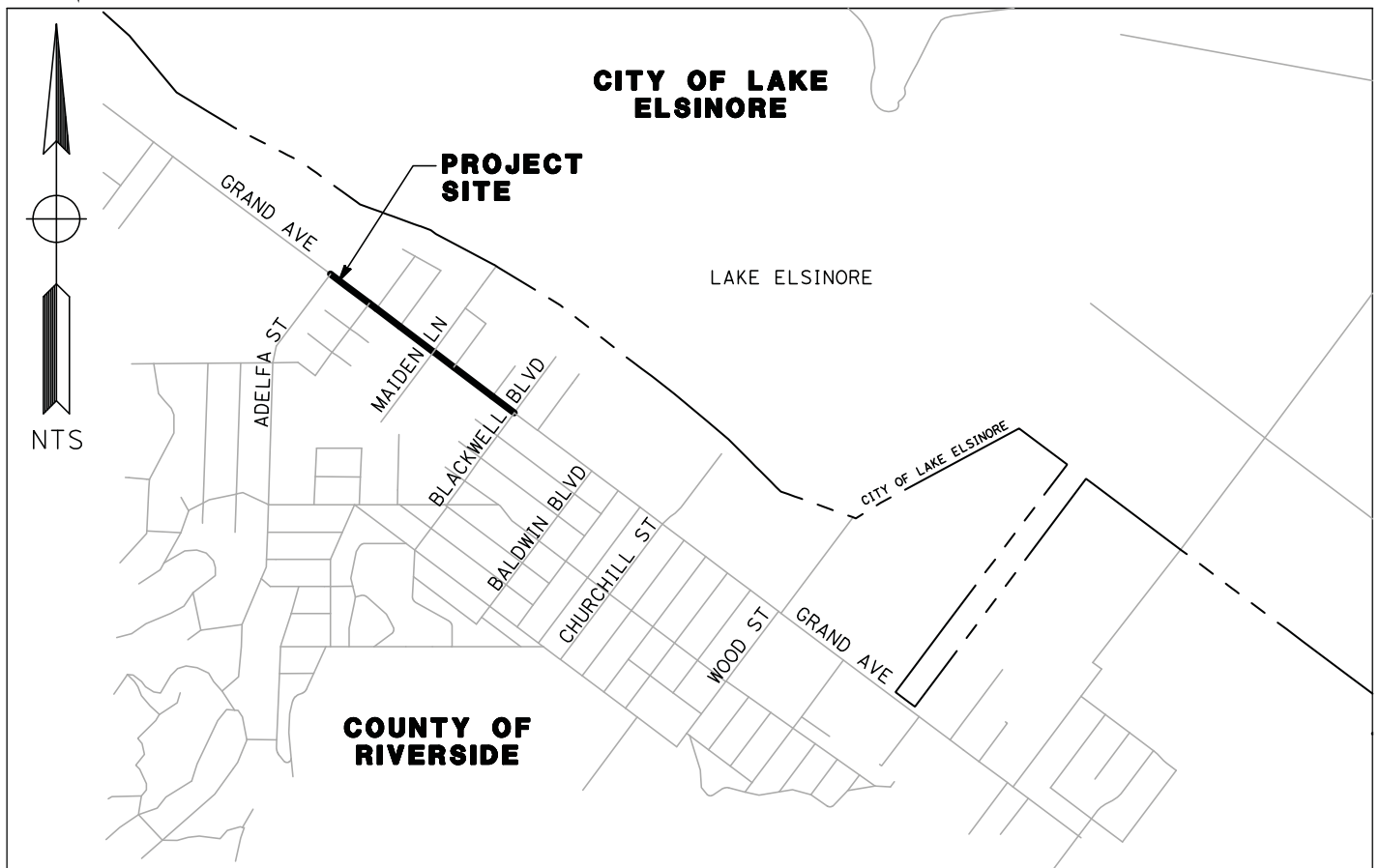
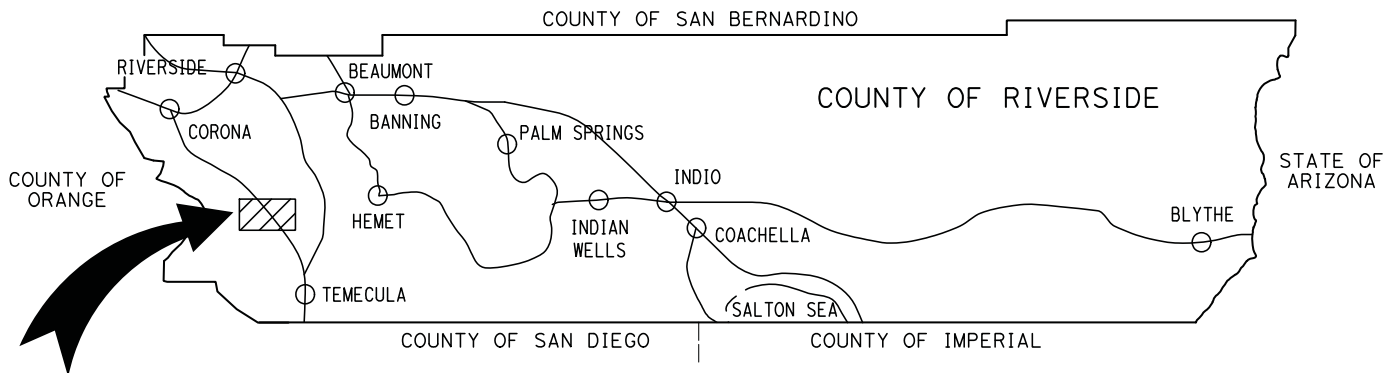
Contract/Bonds/Insurance
Contractor's Bid Proposal


Jason Farin, Principal Management Analyst 10/30/2024


Aaron Gettis, Chief of Deputy County Counsel 10/28/2024

COUNTY OF RIVERSIDE TRANSPORTATION DEPARTMENT

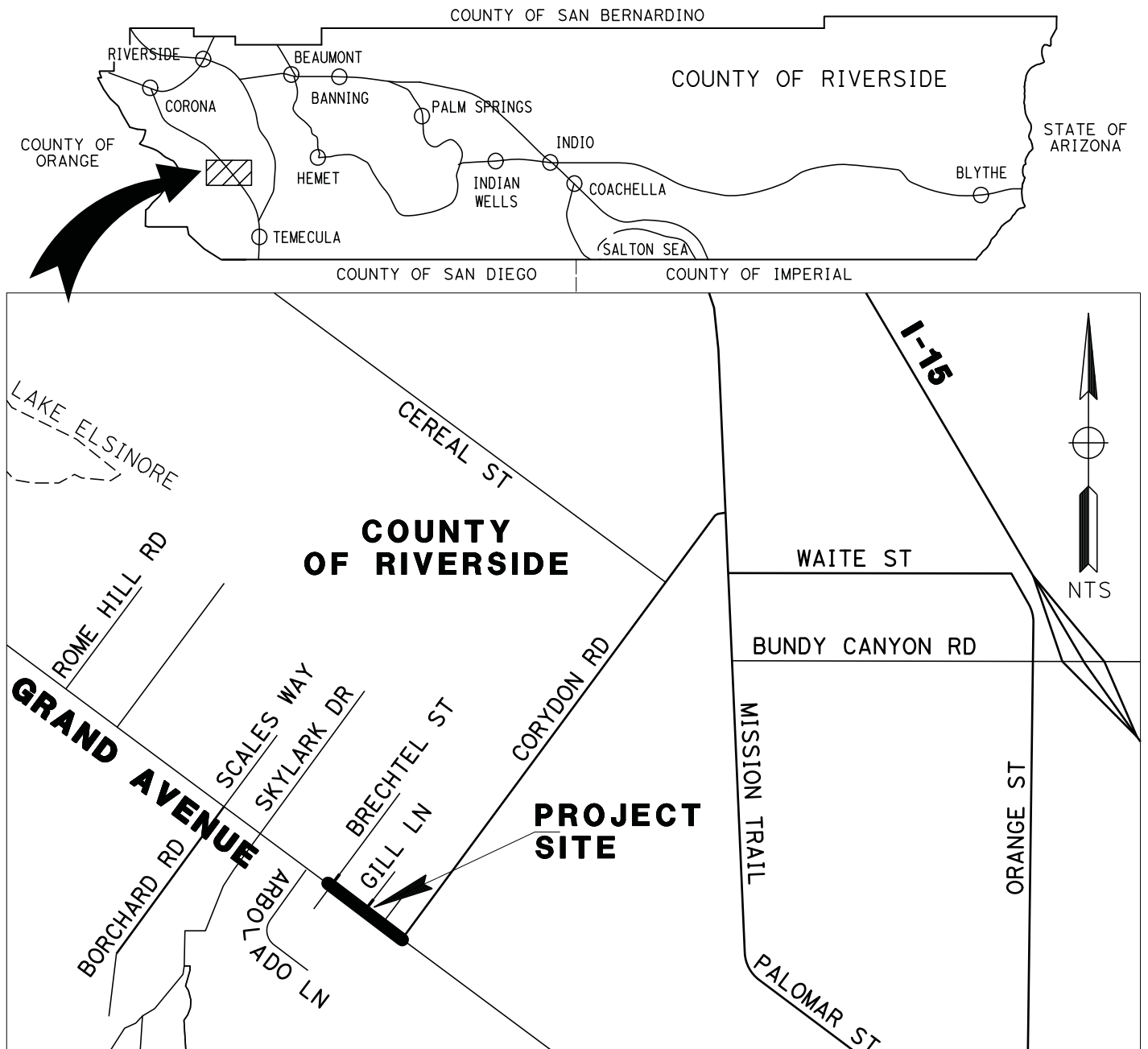
GRAND AVENUE SIDEWALK IMPROVEMENTS ADELFA STREET TO BLACKWELL BOULEVARD COMMUNITY OF LAKELAND VILLAGE PROJECT No. D2-0069



VICINITY MAP

COUNTY OF RIVERSIDE TRANSPORTATION DEPARTMENT

GRAND AVENUE SIDEWALK IMPROVEMENTS BRECHTEL STREET TO CORYDON STREET COMMUNITY OF LAKELAND VILLAGE PROJECT No. D3-0085



VICINITY MAP

Attachment "A"

County of Riverside - Transportation Department

Expenses as of 9/13/2024

Project: **Grand Avenue Sidewalk Projects**

Project No.: **D2-0069 & D3-0085**

Project Costs and Budget

Activity	Incurred Costs	Projected Costs	Total Costs	Existing Budget	Proposed Budget
Preliminary Survey	133,226	187,000	322,000	420,000	322,000
Environmental	1,817	9,000	12,000	25,000	12,000
Design	432,927	204,000	637,000	626,000	637,000
Right-of-way	42,038	273,000	315,000	325,000	315,000
Utilities					
Construction		1,747,000	1,923,000	3,404,000	1,923,000
Construction Contingency 10%		174,700			
Construction Engineering & Inspection	3,068	297,000	300,000	526,000	300,000
Construction Survey		100,000	100,000	169,000	100,000
Totals:	613,076	2,991,700	3,609,000	5,495,000	3,609,000

Project Funding

Code	Name	Existing Budget	Proposed Budget
221	Gas Tax/HUTA	3,000,000	1,097,700
386	Unincorporated Communities Initiative Fund	195,000	195,000
387	American Rescue Plan Act (ARPA)	2,300,000	2,300,000
990	Miscellaneous (Frontier)		16,300
Totals		5,495,000	3,609,000

Comments

Riverside County Transportation Department
Summary of Bids

PROJECT: Grand Avenue Sidewalk Improvements
Adelfa Street to Blackwell Boulevard, and
Brechtel Street to Corydon Road
Community of Lakeland Village
Project No. D2-0069, D3-0085

Advertised: July 30, 2024 (Agenda Item: 3.89)
Addenda: 1(8/13/24)
Bids Open: 2 pm Date: Wednesday, August 21, 2024

Company Name	BASE BID SCHEDULE 1 Grand Avenue Sidewalk Improvements Project – Adelfa Street to Blackwell Boulevard	ALTERNATIVE BID SCHEDULE 1 Frontier Facilities Adjustments	BASE BID SCHEDULE 2 Grand Avenue Sidewalk Improvements Project – Brechtel Street to Corydon Road	ALTERNATIVE BID SCHEDULE 2 Frontier Facilities Adjustments	Project Total
COUNTY'S ESTIMATE	1,288,385.00	22,500.00	600,890.00	5,000.00	\$1,916,775.00
1 Onyx Paving Company, Inc.	1,167,066.50	10,400.00	566,933.50	2,600.00	\$1,747,000.00
2 LC Paving & Sealing, Inc.	1,155,895.00	8,150.00	595,505.00	1,950.00	\$1,761,500.00
3 All American Asphalt	1,480,110.05	19,359.00	759,246.90	3,080.00	\$2,261,795.95
<i>Average Bid Prices</i>	\$1,267,690.52	\$12,636.33	\$640,561.80	\$2,543.33	\$1,923,431.98

**Riverside County Transportation Department
Summary of Bids**

**PROJECT: Grand Avenue Sidewalk Improvements
Adelfa Street to Blackwell Boulevard, and
Brechtel Street to Corydon Road
Community of Lakeland Village
Project No. D2-0069, D3-0085**

Advertised: July 30, 2024 (Agenda Item: 3.89)

Addenda: 1(8/13/24)

Bids Open: 2 pm Date: Wednesday, August 21, 2024

BASE BID SCHEDULE 1 - Grand Avenue Sidewalk Improvements Project – Adelfa Street to Blackwell Boulevard						COUNTY'S ESTIMATE		1 Onyx Paving Company, Inc. Anaheim, CA 92806	
ITEM NO.	ITEM CODE	CONTRACT ITEM	Like Bid Item	UNITS	QUANTITY	UNIT PRICE	ENG ESTIMATE	BID UNIT PRICE	BID ESTIMATE
1	066100	DUST ABATEMENT		LS	1	20,000.00	20,000.00	7,000.00	7,000.00
2	100100	DEVELOP WATER SUPPLY		LS	1	15,000.00	15,000.00	2,000.00	2,000.00
3	120100	TRAFFIC CONTROL SYSTEM		LS	1	85,000.00	85,000.00	157,884.00	157,884.00
4	130200	PREPARE WATER POLLUTION CONTROL PROGRAM		LS	1	25,000.00	25,000.00	8,000.00	8,000.00
5	170103	CLEARING AND GRUBBING		LS	1	75,000.00	75,000.00	72,000.00	72,000.00
6	015602	FUNDING AWARENESS SIGN	Like 1	EA	2	2,500.00	5,000.00	2,200.00	4,400.00
7	015716	REMOVE PAINTED AND/OR THERMOPLASTIC TRAFFIC STRIPE, PAVEMENT MARKINGS, AND PAVEMENT MARKERS		LS	1	5,000.00	5,000.00	8,000.00	8,000.00
8	190101 (F)	ROADWAY EXCAVATION	Like 2	CY	700	100.00	70,000.00	120.00	84,000.00
9	198050	EMBANKMENT		LS	1	20,000.00	20,000.00	28,000.00	28,000.00
10	390132	HOT MIX ASPHALT (TYPE A)	Like 3	TON	1,400	130.00	182,000.00	121.00	169,400.00
11	394075	PLACE HOT MIX ASPHALT DIKE (TYPE D) [INCLUDING TRANSITIONS PER PLAN]		LF	150	50.00	7,500.00	50.00	7,500.00
12	394090	PLACE HOT MIX ASPHALT (MISCELLANEOUS AREA) [PRIVATE PROPERTY TIE-IN 4-INCH THICK]		SQYD	90	35.00	3,150.00	72.00	6,480.00
13	710120	REMOVE DRAINAGE FACILITY [ABONDON INLET]		EA	1	7,500.00	7,500.00	4,500.00	4,500.00
14	153249	REMOVE CONCRETE (MISCELLANEOUS) [REMOVE CONCRETE WALL]		LS	1	5,000.00	5,000.00	7,500.00	7,500.00
15	731521	MINOR CONCRETE (SIDEWALK) [CRS 401]	Like 4	SQFT	7,000	20.00	140,000.00	12.00	84,000.00
16	731516	MINOR CONCRETE (DRIVEWAY) (CRS 207 MODIFIED PER DETAIL ON PLAN)		SQFT	1,200	25.00	30,000.00	16.00	19,200.00
17	017305	MINOR CONCRETE (CURB AND GUTTER) (CRS 201)		LF	1,325	80.00	106,000.00	89.00	117,925.00
18	731502	MINOR CONCRETE (MISCELLANEOUS CONSTRUCTION) [RETAINING CURB - HEIGHT 1' MAX.]		LF	1,400	75.00	105,000.00	48.00	67,200.00

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Advertised: July 30, 2024 (Agenda Item: 3.89)

Addenda: 1(8/13/24)

Bids Open: 2 pm Date: Wednesday, August 21, 2024

BASE BID SCHEDULE 1 - Grand Avenue Sidewalk Improvements Project – Adelfa Street to Blackwell Boulevard						COUNTY'S ESTIMATE		1 Onyx Paving Company, Inc. Anaheim, CA 92806	
ITEM NO.	ITEM CODE	CONTRACT ITEM	Like Bid Item	UNITS	QUANTITY	UNIT PRICE	ENG ESTIMATE	BID UNIT PRICE	BID ESTIMATE
19	731502	MINOR CONCRETE (MISCELLANEOUS CONSTRUCTION) [WEDGE CURB CRS 202A]		LF	160	150.00	24,000.00	43.00	6,880.00
20	731502	MINOR CONCRETE (MISCELLANEOUS CONSTRUCTION) [CURB AND GUTTER TRANSITION PER DETAIL ON PLAN]		LF	120	150.00	18,000.00	89.00	10,680.00
21	731502	MINOR CONCRETE (MISCELLANEOUS CONSTRUCTION) [DRIVEWAY TIE-IN 6-INCH]		SQFT	140	25.00	3,500.00	27.00	3,780.00
22	017317	MINOR CONCRETE (CROSS-GUTTER AND SPANDREL) [CRS 209 AND 210 PER DETAILS ON PLAN]		SQFT	2,250	30.00	67,500.00	24.00	54,000.00
23	017315	MINOR CONCRETE (CURB RAMP) (CRS 403 - CASE A) [PER DETAIL ON PLAN]	Like 5	EA	1	10,000.00	10,000.00	9,000.00	9,000.00
24	017316	MINOR CONCRETE (CURB RAMP) (CRS 403 - CASE B) [PER DETAIL ON PLAN]		EA	3	7,500.00	22,500.00	9,000.00	27,000.00
25	731502	MINOR CONCRETE (MISCELLANEOUS CONSTRUCTION) [CONCRETE STEP ACCESS PER PLAN]		EA	2	5,000.00	10,000.00	2,000.00	4,000.00
26	037000	CONSTRUCT PRIVATE DRAIN THROUGH CURB (CRS 310)		EA	2	1,000.00	2,000.00	2,000.00	4,000.00
27	782120	RELOCATE MAILBOX [INSTALL NEW MAILBOX]	Like 6	EA	5	750.00	3,750.00	900.00	4,500.00
28	803100	RECONSTRUCT FENCE [CHAINLINK H=5' MIN.]		LF	250	250.00	62,500.00	110.00	27,500.00
29	803100	RECONSTRUCT FENCE [CHAINLINK WALK SWING GATE H=5' MIN. AND 4' MIN. WIDTH]		EA	2	3,500.00	7,000.00	5,800.00	11,600.00
30	803100	RECONSTRUCT FENCE [CHAINLINK SWING GATE - HEIGHT 5' MIN. AND WIDTH PER PLAN]		EA	2	8,500.00	17,000.00	9,300.00	18,600.00
31	803100	RECONSTRUCT FENCE [CHAINLINK ROLLING GATE - HEIGHT 5' MIN. AND WIDTH PER PLAN]		EA	2	12,000.00	24,000.00	11,800.00	23,600.00
32	810230 (F)	PAVEMENT MARKER (RETROREFLECTIVE)		EA	365	5.00	1,825.00	6.30	2,299.50
33	820250	REMOVE ROADSIDE SIGN [AND SALVAGE SIGN/POST]		EA	6	150.00	900.00	158.00	948.00
34	820840	ROADSIDE SIGN - ONE POST	Like 7	EA	15	400.00	6,000.00	400.00	6,000.00
35	840656 (F)	PAINT TRAFFIC STRIPE (2-COAT)	Like 8	LF	8,200	1.00	8,200.00	1.05	8,610.00

**Riverside County Transportation Department
Summary of Bids**

**PROJECT: Grand Avenue Sidewalk Improvements
Adelfa Street to Blackwell Boulevard, and
Brechtel Street to Corydon Road
Community of Lakeland Village
Project No. D2-0069, D3-0085**

Advertised: July 30, 2024 (Agenda Item: 3.89)

Addenda: 1(8/13/24)

Bids Open: 2 pm Date: Wednesday, August 21, 2024

BASE BID SCHEDULE 1 - Grand Avenue Sidewalk Improvements Project – Adelfa Street to Blackwell Boulevard						COUNTY'S ESTIMATE		1 Onyx Paving Company, Inc. Anaheim, CA 92806	
ITEM NO.	ITEM CODE	CONTRACT ITEM	Like Bid Item	UNITS	QUANTITY	UNIT PRICE	ENG ESTIMATE	BID UNIT PRICE	BID ESTIMATE
36	840519 (F)	THERMOPLASTIC CROSSWALK AND PAVEMENT MARKING	Like 9	SQFT	320	8.00	2,560.00	6.50	2,080.00
37	870400	SIGNAL AND LIGHTING SYSTEM [INSTALL YELLOW REFLECTIVE BACKPLATES AT GRAND/BLACKWELL]		LS	1	16,000.00	16,000.00	12,000.00	12,000.00
38	010602	MISCELLANEOUS WORK (AS DIRECTED)		FA	1	75,000.00	75,000.00	75,000.00	75,000.00
BASE BID SCHEDULE 1 SUB-TOTAL ITEMS 1 - 38							1,288,385.00		1,167,066.50

ALTERNATIVE BID SCHEDULE 1 - Frontier Facilities Adjustments

ITEM NO.	ITEM CODE	CONTRACT ITEM	Like Bid Item	UNITS	QUANTITY	UNIT PRICE	ENG ESTIMATE	BID UNIT PRICE	BID ESTIMATE
39	710212	ADJUST MANHOLE TO GRADE [FRONTIER]	Like 10	EA	3	5,000.00	15,000.00	2,600.00	7,800.00
40	710212	ADJUST MANHOLE TO GRADE (INCLUDING CONSTRUCTING FALSE WORK/CURB AND STEEL PLATE COVER PER DETAIL IN SPECIFICATIONS) [FRONTIER]		EA	1	7,500.00	7,500.00	2,600.00	2,600.00
ALT BID SCHEDULE 1 SUB-TOTAL ITEMS 39 - 40							22,500.00		10,400.00

BASE BID SCHEDULE 2 - Grand Avenue Sidewalk Improvements Project – Brechtel Street to Corydon Road

ITEM NO.	ITEM CODE	CONTRACT ITEM	Like Bid Item	UNITS	QUANTITY	UNIT PRICE	ENG ESTIMATE	BID UNIT PRICE	BID ESTIMATE
41	66100	DUST ABATEMENT		LS	1	15,000.00	15,000.00	4,000.00	4,000.00
42	100100	DEVELOP WATER SUPPLY		LS	1	15,000.00	15,000.00	600.00	600.00
43	120100	TRAFFIC CONTROL SYSTEM		LS	1	40,000.00	40,000.00	52,000.00	52,000.00
44	130200	PREPARE WATER POLLUTION CONTROL PROGRAM		LS	1	15,000.00	15,000.00	1,000.00	1,000.00
45	170103	CLEARING AND GRUBBING		LS	1	40,000.00	40,000.00	52,000.00	52,000.00
46	015602	FUNDING AWARENESS SIGN	Like 1	EA	2	2,500.00	5,000.00	2,200.00	4,400.00
47	190101 (F)	ROADWAY EXCAVATION	Like 2	CY	250	100.00	25,000.00	120.00	30,000.00

**Riverside County Transportation Department
Summary of Bids**

**PROJECT: Grand Avenue Sidewalk Improvements
Adelfa Street to Blackwell Boulevard, and
Brechtel Street to Corydon Road
Community of Lakeland Village
Project No. D2-0069, D3-0085**

Advertised: July 30, 2024 (Agenda Item: 3.89)

Addenda: 1(8/13/24)

Bids Open: 2 pm Date: Wednesday, August 21, 2024

BASE BID SCHEDULE 2 - Grand Avenue Sidewalk Improvements Project – Brechtel Street to Corydon Road (Co						COUNTY'S ESTIMATE		1 Onyx Paving Company, Inc. Anaheim, CA 92806	
ITEM NO.	ITEM CODE	CONTRACT ITEM	Like Bid Item	UNITS	QUANTITY	UNIT PRICE	ENG ESTIMATE	BID UNIT PRICE	BID ESTIMATE
48	198010	IMPORTED BORROW		CY	275	75.00	20,625.00	90.00	24,750.00
49	390132	HOT MIX ASPHALT (TYPE A)	Like 3	TON	400	130.00	52,000.00	121.00	48,400.00
50	394090	PLACE HOT MIX ASPHALT (MISCELLANEOUS AREA) (AC DRIVEWAY, PRIVATE PROPERTY TIE-IN, AND AC RAMP/CURB TRANSITION) [4-INCH THICK]		SQYD	475	35.00	16,625.00	52.00	24,700.00
51	723080	ROCK SLOPE PROTECTION (60 lb, Class II, METHOD B) [1.25' THICK WITH 0.50' THICK FILTER]		CY	10	1,000.00	10,000.00	1,500.00	15,000.00
52	731521	MINOR CONCRETE (SIDEWALK) [CRS 401]	Like 4	SQFT	6,100	20.00	122,000.00	12.00	73,200.00
53	017310	MINOR CONCRETE (DRIVEWAY APPROACH) (CRS 207)		SQFT	1,700	25.00	42,500.00	16.00	27,200.00
54	017304	MINOR CONCRETE (CURB AND GUTTER) (CRS 200)		LF	1,400	75.00	105,000.00	89.00	124,600.00
55	017315	MINOR CONCRETE (CURB RAMP) (CRS 403 - CASE A) [PER DETAIL ON PLAN]	Like 5	EA	1	10,000.00	10,000.00	9,000.00	9,000.00
56	731623	MINOR CONCRETE (CURB RAMP) [MODIFIED CASE CM PER CALTRANS STD. A88B - PER DETAIL ON PLAN]		EA	2	7,500.00	15,000.00	9,000.00	18,000.00
57	011503	UNDERSIDEWALK DRAIN CAST IN PLACE (CRS 309) [MODIFIED REVERSE FLOW - 3' WIDE]		EA	1	8,500.00	8,500.00	14,000.00	14,000.00
58	782120	RELOCATE MAILBOX [INSTALL NEW MAILBOX]	Like 6	EA	12	750.00	9,000.00	900.00	10,800.00
59	820610	RELOCATE ROADSIDE SIGN		EA	6	500.00	3,000.00	300.00	1,800.00
60	820840	ROADSIDE SIGN - ONE POST	Like 7	EA	1	400.00	400.00	400.00	400.00
61	840656 (F)	PAINT TRAFFIC STRIPE (2-COAT)	Like 8	LF	320	1.00	320.00	1.05	336.00
62	840519 (F)	THERMOPLASTIC CROSSWALK AND PAVEMENT MARKING	Like 9	SQFT	115	8.00	920.00	6.50	747.50
63	010602	MISCELLANEOUS WORK (AS DIRECTED)		FA	1	30,000.00	30,000.00	30,000.00	30,000.00
BASE BID SCHEDULE 2 SUB-TOTAL ITEMS 41 - 63								600,890.00	566,933.50

**Riverside County Transportation Department
Summary of Bids**

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Adelfa Street to Blackwell Boulevard, and
Brechtel Street to Corydon Road
Community of Lakeland Village
Project No. D2-0069, D3-0085**

Advertised: July 30, 2024 (Agenda Item: 3.89)

Addenda: 1(8/13/24)

Bids Open: 2 pm Date: Wednesday, August 21, 2024

ALTERNATIVE BID SCHEDULE 2 - Frontier Facilities Adjustments						COUNTY'S ESTIMATE		1 Onyx Paving Company, Inc. Anaheim, CA 92806	
ITEM NO.	ITEM CODE	CONTRACT ITEM	Like Bid Item	UNITS	QUANTITY	UNIT PRICE	ENG ESTIMATE	BID UNIT PRICE	BID ESTIMATE
64	710212	ADJUST MANHOLE TO GRADE [FRONTIER]	Like 10	EA	1	5,000.00	5,000.00	2,600.00	2,600.00
ALT BID SCHEDULE 2 SUB-TOTAL ITEM 64							5,000.00		2,600.00
PROJECT TOTAL ITEMS 1 - 64							1,916,775.00		1,747,000.00

**Riverside County Transportation Department
Summary of Bids**

**PROJECT: Grand Avenue Sidewalk Improvements
Adelfa Street to Blackwell Boulevard, and
Brechtel Street to Corydon Road
Community of Lakeland Village
Project No. D2-0069, D3-0085**

Advertised: July 30, 2024 (Agenda Item: 3.89)

Addenda: 1(8/13/24)

Bids Open: 2 pm Date: Wednesday, August 21, 2024

BASE BID SCHEDULE 1 - Grand Avenue Sidewalk Improvements Project – Adelfa Street to Blackwell Boulevard						2 LC Paving & Sealing, Inc. Escondido, CA 92029		3 All American Asphalt Corona, CA 92878	
ITEM NO.	ITEM CODE	CONTRACT ITEM	Like Bid Item	UNITS	QUANTITY	BID UNIT PRICE	BID ESTIMATE	BID UNIT PRICE	BID ESTIMATE
1	066100	DUST ABATEMENT		LS	1	23,000.00	23,000.00	95,740.00	95,740.00
2	100100	DEVELOP WATER SUPPLY		LS	1	51,000.00	51,000.00	46,975.00	46,975.00
3	120100	TRAFFIC CONTROL SYSTEM		LS	1	55,000.00	55,000.00	191,045.30	191,045.30
4	130200	PREPARE WATER POLLUTION CONTROL PROGRAM		LS	1	10,500.00	10,500.00	21,465.25	21,465.25
5	170103	CLEARING AND GRUBBING		LS	1	54,000.00	54,000.00	125,907.00	125,907.00
6	015602	FUNDING AWARENESS SIGN	Like 1	EA	2	1,050.00	2,100.00	3,035.00	6,070.00
7	015716	REMOVE PAINTED AND/OR THERMOPLASTIC TRAFFIC STRIPE, PAVEMENT MARKINGS, AND PAVEMENT MARKERS		LS	1	8,600.00	8,600.00	6,922.00	6,922.00
8	190101 (F)	ROADWAY EXCAVATION	Like 2	CY	700	128.50	89,950.00	100.00	70,000.00
9	198050	EMBANKMENT		LS	1	110,000.00	110,000.00	48,154.00	48,154.00
10	390132	HOT MIX ASPHALT (TYPE A)	Like 3	TON	1,400	133.50	186,900.00	160.50	224,700.00
11	394075	PLACE HOT MIX ASPHALT DIKE (TYPE D) [INCLUDING TRANSITIONS PER PLAN]		LF	150	38.00	5,700.00	124.25	18,637.50
12	394090	PLACE HOT MIX ASPHALT (MISCELLANEOUS AREA) [PRIVATE PROPERTY TIE-IN 4-INCH THICK]		SQYD	90	95.00	8,550.00	143.75	12,937.50
13	710120	REMOVE DRAINAGE FACILITY [ABONDON INLET]		EA	1	9,300.00	9,300.00	8,388.75	8,388.75
14	153249	REMOVE CONCRETE (MISCELLANEOUS) [REMOVE CONCRETE WALL]		LS	1	18,500.00	18,500.00	8,388.75	8,388.75
15	731521	MINOR CONCRETE (SIDEWALK) [CRS 401]	Like 4	SQFT	7,000	10.50	73,500.00	14.50	101,500.00
16	731516	MINOR CONCRETE (DRIVEWAY) (CRS 207 MODIFIED PER DETAIL ON PLAN)		SQFT	1,200	16.50	19,800.00	20.00	24,000.00
17	017305	MINOR CONCRETE (CURB AND GUTTER) (CRS 201)		LF	1,325	48.50	64,262.50	65.70	87,052.50
18	731502	MINOR CONCRETE (MISCELLANEOUS CONSTRUCTION) [RETAINING CURB - HEIGHT 1' MAX.]		LF	1,400	61.00	85,400.00	39.50	55,300.00

Riverside County Transportation Department
Summary of Bids

PROJECT: Grand Avenue Sidewalk Improvements
Adelfa Street to Blackwell Boulevard, and
Brechtel Street to Corydon Road
Community of Lakeland Village
Project No. D2-0069, D3-0085

Advertised: July 30, 2024 (Agenda Item: 3.89)

Addenda: 1(8/13/24)

Bids Open: 2 pm Date: Wednesday, August 21, 2024

BASE BID SCHEDULE 1 - Grand Avenue Sidewalk Improvements Project – Adelfa Street to Blackwell Boulevard						2 LC Paving & Sealing, Inc. Escondido, CA 92029		3 All American Asphalt Corona, CA 92878	
ITEM NO.	ITEM CODE	CONTRACT ITEM	Like Bid Item	UNITS	QUANTITY	BID UNIT PRICE	BID ESTIMATE	BID UNIT PRICE	BID ESTIMATE
19	731502	MINOR CONCRETE (MISCELLANEOUS CONSTRUCTION) [WEDGE CURB CRS 202A]		LF	160	67.00	10,720.00	65.00	10,400.00
20	731502	MINOR CONCRETE (MISCELLANEOUS CONSTRUCTION) [CURB AND GUTTER TRANSITION PER DETAIL ON PLAN]		LF	120	76.00	9,120.00	69.25	8,310.00
21	731502	MINOR CONCRETE (MISCELLANEOUS CONSTRUCTION) [DRIVEWAY TIE-IN 6-INCH]		SQFT	140	33.50	4,690.00	22.25	3,115.00
22	017317	MINOR CONCRETE (CROSS-GUTTER AND SPANDREL) [CRS 209 AND 210 PER DETAILS ON PLAN]		SQFT	2,250	25.00	56,250.00	27.75	62,437.50
23	017315	MINOR CONCRETE (CURB RAMP) (CRS 403 - CASE A) [PER DETAIL ON PLAN]	Like 5	EA	1	10,500.00	10,500.00	10,726.00	10,726.00
24	017316	MINOR CONCRETE (CURB RAMP) (CRS 403 - CASE B) [PER DETAIL ON PLAN]		EA	3	7,800.00	23,400.00	10,726.00	32,178.00
25	731502	MINOR CONCRETE (MISCELLANEOUS CONSTRUCTION) [CONCRETE STEP ACCESS PER PLAN]		EA	2	4,500.00	9,000.00	5,344.00	10,688.00
26	037000	CONSTRUCT PRIVATE DRAIN THROUGH CURB (CRS 310)		EA	2	1,100.00	2,200.00	1,566.00	3,132.00
27	782120	RELOCATE MAILBOX [INSTALL NEW MAILBOX]	Like 6	EA	5	460.00	2,300.00	615.50	3,077.50
28	803100	RECONSTRUCT FENCE [CHAINLINK H=5' MIN.]		LF	250	46.50	11,625.00	179.00	44,750.00
29	803100	RECONSTRUCT FENCE [CHAINLINK WALK SWING GATE H=5' MIN. AND 4' MIN. WIDTH]		EA	2	1,750.00	3,500.00	3,355.00	6,710.00
30	803100	RECONSTRUCT FENCE [CHAINLINK SWING GATE - HEIGHT 5' MIN. AND WIDTH PER PLAN]		EA	2	3,550.00	7,100.00	6,710.75	13,421.50
31	803100	RECONSTRUCT FENCE [CHAINLINK ROLLING GATE - HEIGHT 5' MIN. AND WIDTH PER PLAN]		EA	2	4,400.00	8,800.00	6,710.75	13,421.50
32	810230 (F)	PAVEMENT MARKER (RETROREFLECTIVE)		EA	365	6.50	2,372.50	4.50	1,642.50
33	820250	REMOVE ROADSIDE SIGN [AND SALVAGE SIGN/POST]		EA	6	175.00	1,050.00	167.75	1,006.50
34	820840	ROADSIDE SIGN - ONE POST	Like 7	EA	15	285.00	4,275.00	425.50	6,382.50
35	840656 (F)	PAINT TRAFFIC STRIPE (2-COAT)	Like 8	LF	8,200	1.25	10,250.00	0.92	7,544.00

Riverside County Transportation Department
Summary of Bids

PROJECT: Grand Avenue Sidewalk Improvements
Adelfa Street to Blackwell Boulevard, and
Brechtel Street to Corydon Road
Community of Lakeland Village
Project No. D2-0069, D3-0085

Advertised: July 30, 2024 (Agenda Item: 3.89)

Addenda: 1(8/13/24)

Bids Open: 2 pm Date: Wednesday, August 21, 2024

BASE BID SCHEDULE 1 - Grand Avenue Sidewalk Improvements Project – Adelfa Street to Blackwell Boulevard						2 LC Paving & Sealing, Inc. Escondido, CA 92029		3 All American Asphalt Corona, CA 92878	
ITEM NO.	ITEM CODE	CONTRACT ITEM	Like Bid Item	UNITS	QUANTITY	BID UNIT PRICE	BID ESTIMATE	BID UNIT PRICE	BID ESTIMATE
36	840519 (F)	THERMOPLASTIC CROSSWALK AND PAVEMENT MARKING	Like 9	SQFT	320	11.50	3,680.00	9.20	2,944.00
37	870400	SIGNAL AND LIGHTING SYSTEM [INSTALL YELLOW REFLECTIVE BACKPLATES AT GRAND/BLACKWELL]		LS	1	24,000.00	24,000.00	10,040.00	10,040.00
38	010602	MISCELLANEOUS WORK (AS DIRECTED)		FA	1	75,000.00	75,000.00	75,000.00	75,000.00
BASE BID SCHEDULE 1 SUB-TOTAL									
ITEMS 1 - 38								1,155,895.00	1,480,110.05

ALTERNATIVE BID SCHEDULE 1 - Frontier Facilities Adjustments

ITEM NO.	ITEM CODE	CONTRACT ITEM	Like Bid Item	UNITS	QUANTITY	BID UNIT PRICE	BID ESTIMATE	BID UNIT PRICE	BID ESTIMATE
39	710212	ADJUST MANHOLE TO GRADE [FRONTIER]	Like 10	EA	3	1,950.00	5,850.00	3,080.00	9,240.00
40	710212	ADJUST MANHOLE TO GRADE (INCLUDING CONSTRUCTING FALSE WORK/CURB AND STEEL PLATE COVER PER DETAIL IN SPECIFICATIONS) [FRONTIER]		EA	1	2,300.00	2,300.00	10,119.00	10,119.00
ALT BID SCHEDULE 1 SUB-TOTAL									
ITEMS 39 - 40								8,150.00	19,359.00

BASE BID SCHEDULE 2 - Grand Avenue Sidewalk Improvements Project – Brechtel Street to Corydon Road

ITEM NO.	ITEM CODE	CONTRACT ITEM	Like Bid Item	UNITS	QUANTITY	BID UNIT PRICE	BID ESTIMATE	BID UNIT PRICE	BID ESTIMATE
41	66100	DUST ABATEMENT		LS	1	23,200.00	23,200.00	47,870.00	47,870.00
42	100100	DEVELOP WATER SUPPLY		LS	1	51,000.00	51,000.00	23,488.00	23,488.00
43	120100	TRAFFIC CONTROL SYSTEM		LS	1	55,000.00	55,000.00	92,252.50	92,252.50
44	130200	PREPARE WATER POLLUTION CONTROL PROGRAM		LS	1	10,500.00	10,500.00	21,465.25	21,465.25
45	170103	CLEARING AND GRUBBING		LS	1	54,000.00	54,000.00	112,609.25	112,609.25
46	015602	FUNDING AWARENESS SIGN	Like 1	EA	2	1,050.00	2,100.00	3,035.00	6,070.00
47	190101 (F)	ROADWAY EXCAVATION	Like 2	CY	250	128.50	32,125.00	100.00	25,000.00

**Riverside County Transportation Department
Summary of Bids**

**PROJECT: Grand Avenue Sidewalk Improvements
Adelfa Street to Blackwell Boulevard, and
Brechtel Street to Corydon Road
Community of Lakeland Village
Project No. D2-0069, D3-0085**

Advertised: July 30, 2024 (Agenda Item: 3.89)

Addenda: 1(8/13/24)

Bids Open: 2 pm Date: Wednesday, August 21, 2024

BASE BID SCHEDULE 2 - Grand Avenue Sidewalk Improvements Project – Brechtel Street to Corydon Road (Co						2 LC Paving & Sealing, Inc. Escondido, CA 92029		3 All American Asphalt Corona, CA 92878	
ITEM NO.	ITEM CODE	CONTRACT ITEM	Like Bid Item	UNITS	QUANTITY	BID UNIT PRICE	BID ESTIMATE	BID UNIT PRICE	BID ESTIMATE
48	198010	IMPORTED BORROW		CY	275	127.00	34,925.00	83.00	22,825.00
49	390132	HOT MIX ASPHALT (TYPE A)	Like 3	TON	400	133.50	53,400.00	160.50	64,200.00
50	394090	PLACE HOT MIX ASPHALT (MISCELLANEOUS AREA) (AC DRIVEWAY, PRIVATE PROPERTY TIE-IN, AND AC RAMP/CURB TRANSITION) [4-INCH THICK]		SQYD	475	38.50	18,287.50	52.25	24,818.75
51	723080	ROCK SLOPE PROTECTION (60 lb, Class II, METHOD B) [1.25' THICK WITH 0.50' THICK FILTER]		CY	10	2,000.00	20,000.00	1,111.75	11,117.50
52	731521	MINOR CONCRETE (SIDEWALK) [CRS 401]	Like 4	SQFT	6,100	10.50	64,050.00	14.50	88,450.00
53	017310	MINOR CONCRETE (DRIVEWAY APPROACH) (CRS 207)		SQFT	1,700	16.50	28,050.00	18.25	31,025.00
54	017304	MINOR CONCRETE (CURB AND GUTTER) (CRS 200)		LF	1,400	48.50	67,900.00	81.25	113,750.00
55	017315	MINOR CONCRETE (CURB RAMP) (CRS 403 - CASE A) [PER DETAIL ON PLAN]	Like 5	EA	1	10,500.00	10,500.00	10,726.00	10,726.00
56	731623	MINOR CONCRETE (CURB RAMP) [MODIFIED CASE CM PER CALTRANS STD. A88B - PER DETAIL ON PLAN]		EA	2	7,850.00	15,700.00	6,450.00	12,900.00
57	011503	UNDERSIDEWALK DRAIN CAST IN PLACE (CRS 309) [MODIFIED REVERSE FLOW - 3' WIDE]		EA	1	15,500.00	15,500.00	9,502.75	9,502.75
58	782120	RELOCATE MAILBOX [INSTALL NEW MAILBOX]	Like 6	EA	12	460.00	5,520.00	615.50	7,386.00
59	820610	RELOCATE ROADSIDE SIGN		EA	6	290.00	1,740.00	335.50	2,013.00
60	820840	ROADSIDE SIGN - ONE POST	Like 7	EA	1	285.00	285.00	425.50	425.50
61	840656 (F)	PAINT TRAFFIC STRIPE (2-COAT)	Like 8	LF	320	1.25	400.00	0.92	294.40
62	840519 (F)	THERMOPLASTIC CROSSWALK AND PAVEMENT MARKING	Like 9	SQFT	115	11.50	1,322.50	9.20	1,058.00
63	010602	MISCELLANEOUS WORK (AS DIRECTED)		FA	1	30,000.00	30,000.00	30,000.00	30,000.00
BASE BID SCHEDULE 2 SUB-TOTAL ITEMS 41 - 63							595,505.00		759,246.90

**Riverside County Transportation Department
Summary of Bids**

**PROJECT: Grand Avenue Sidewalk Improvements
Adelfa Street to Blackwell Boulevard, and
Brechtel Street to Corydon Road
Community of Lakeland Village
Project No. D2-0069, D3-0085**

Advertised: July 30, 2024 (Agenda Item: 3.89)

Addenda: 1(8/13/24)

Bids Open: 2 pm Date: Wednesday, August 21, 2024

ALTERNATIVE BID SCHEDULE 2 - Frontier Facilities Adjustments						2 LC Paving & Sealing, Inc. Escondido, CA 92029		3 All American Asphalt Corona, CA 92878	
ITEM NO.	ITEM CODE	CONTRACT ITEM	Like Bid Item	UNITS	QUANTITY	BID UNIT PRICE	BID ESTIMATE	BID UNIT PRICE	BID ESTIMATE
64	710212	ADJUST MANHOLE TO GRADE [FRONTIER]	Like 10	EA	1	1,950.00	1,950.00	3,080.00	3,080.00
ALT BID SCHEDULE 2 SUB-TOTAL ITEM 64							1,950.00		3,080.00

PROJECT TOTAL ITEMS 1 - 64						1,761,500.00	2,261,795.95		
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Dennis Acuna, P. E., T. E.
Director of Transportation

COUNTY OF RIVERSIDE

TRANSPORTATION AND LAND MANAGEMENT AGENCY

Transportation Department

Hector D. Davila, P.E.
*Deputy for Transportation/
Capital Projects*

Russell Williams
*Deputy for Transportation/
Planning and Development*

ADDENDUM NUMBER 1

Dated August 13, 2024

**to the
Specifications and Contract Documents
for the construction of**

**Grand Avenue Sidewalk Improvements
Adelfa Street to Blackwell Boulevard, and
Brechtel Street to Corydon Road
Community of Lakeland Village
Project No. D2-0069, D3-0085**

Bids Due: Wednesday, August 21, 2024; 2:00 p.m.
14th Street Transportation Annex
3525 14th Street; Riverside, CA 92501
(951) 955-6780

This Addendum is issued pursuant to the Instructions to Bidders, Item No. 8, of the Contract Documents for the reference project. This Addendum is issued as a supplement to the specification and special provisions for the referenced project. The revisions to the specifications shall become a part of the Contract Documents, and each bidder shall acknowledge receipt thereof on the Bid (Proposal). Bidders are directed to sign this addendum as acknowledged and attach the signed addendum to the contractor's submitted proposal.

Note: During the advertisement period of this project, this document and attachments (if any) are available upon request at the office of the Transportation Department, and are available as a free download at the Transportation Department's website:

<https://trans.rctlma.org/notices-inviting-bids>

MODIFICATIONS / CLARIFICATIONS TO SPECIAL PROVISIONS:

Item 1: Prosecution and Progress. Refer to Section 80-15, "Prosecution and Progress," on page 2 and 3 of the special provisions. The following special provisions are added and made a part hereby:

The County anticipates to award the construction contract by December 2024; however, the County will delay issuing the Notice to Proceed with construction (NTP) until or after March 2025.

The contractor shall consider this NTP delay when preparing their bids and when planning their construction activities.

Addendum No. 1

Grand Avenue Sidewalk Improvements, Adelfa Street to Blackwell Boulevard, and Brechtel Street to Corydon Road
Community of Lakeland Village, Project No. D2-0069, D3-0085

August 13, 2024

Page 2 of 3

Item 2: Rolling Gate Detail. Refer to Section 80-15, Existing Fences – “Reconstruct Existing Chainlink Fence / Gates”, on page 57 and 58 of the special provisions, and bid item No. 31, Reconstruct Fence [Chainlink Rolling Gate – Height 5’ Min. and Width per Plan].

The following special provisions are added to Section 80-15, and made a part hereby:

Rolling gates shall also be reconstructed in conformance with Rolling Gate Detail added by Attachment “A” and made a part hereby.

ATTACHMENTS

A – Rolling Gate Detail (1 page)

Addendum No. 1

Grand Avenue Sidewalk Improvements, Adelfa Street to Blackwell Boulevard, and Brechtel Street to Corydon Road
Community of Lakeland Village, Project No. D2-0069, D3-0085

August 13, 2024

Page 3 of 3

This addendum has been prepared under the direction of the following registered Civil Engineer(s):

Recommended by:

Mike Heath

Mike Heath, PE
Engineering Project Manager



Concurrence:

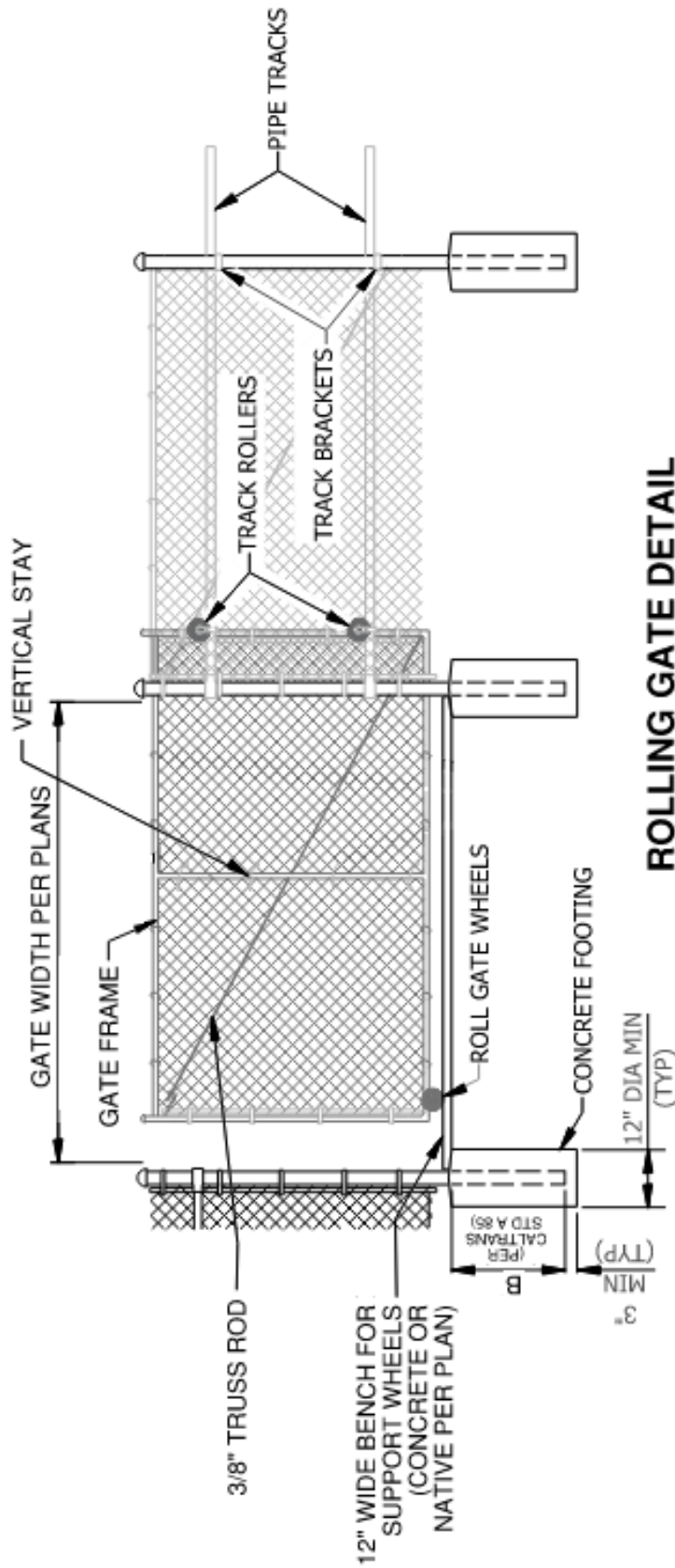
Cesar Tolentino

Cesar Tolentino, PE
Engineering Division Manager

Acknowledged: _____ **Date:** _____
(Contractor)

JRJ:jrj:rr

Note: Refer to Instruction to Bidders Item No. 8, "Addenda". Submission of all addendum pages and non-bidding document attachments of addendum are not necessary for Bid submittal. Submittal of this acknowledgement page is adequate for Bid reception. Bidders are reminded to list addendum number(s) received on the first page of the Bid form (Proposal).



ROLLING GATE DETAIL
SEE CALTRANS STD. A85 FOR ADDITIONAL SPECIFICATIONS AND DETAILS

Bid

Date: 8/19/2024

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 **Grand Avenue Sidewalk Improvements, Adelfa Street to Blackwell Boulevard, and Brechtel Street to Corydon Road, Community of Lakeland Village, Project No. D2-0069, D3-0085** hereby proposes to construct the work in accordance with the Contract Documents, including **Addenda Number(s)** 1 (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.

**Grand Avenue Sidewalk Improvements
Adelfa Street to Blackwell Boulevard, and
Brechtel Street to Corydon Road
Community of Lakeland Village
Project No. D2-0069, D3-0085**

PROPOSAL

ITEM No.	ITEM CODE	ITEM	Like Bid Item*	UNIT	ESTIMATED QUANTITY	ITEM PRICE (IN FIGURES)	TOTAL (IN FIGURES)
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BASE BID SCHEDULE 1 - Grand Avenue Sidewalk Improvements Project – Adelfa Street to Blackwell Boulevard

1	066100	DUST ABATEMENT		LS	1	\$7,000	\$7,000
2	100100	DEVELOP WATER SUPPLY		LS	1	\$2,000	\$2,000
3	120100	TRAFFIC CONTROL SYSTEM		LS	1	\$157,884	\$157,884
4	130200	PREPARE WATER POLLUTION CONTROL PROGRAM		LS	1	\$8,000	\$8,000
5	170103	CLEARING AND GRUBBING		LS	1	\$72,000	\$72,000
6	015602	FUNDING AWARENESS SIGN	Like 1	EA	2	\$2,200	\$4,400
7	015716	REMOVE PAINTED AND/OR THERMOPLASTIC TRAFFIC STRIPE, PAVEMENT MARKINGS, AND PAVEMENT MARKERS		LS	1	\$8,000	\$8,000
8	190101 (F)	ROADWAY EXCAVATION	Like 2	CY	700	\$120	\$84,000
9	198050	EMBANKMENT		LS	1	\$28,000	\$28,000
10	390132	HOT MIX ASPHALT (TYPE A)	Like 3	TON	1,400	\$121	\$169,400
11	394075	PLACE HOT MIX ASPHALT DIKE (TYPE D) [INCLUDING TRANSITIONS PER PLAN]		LF	150	\$50	\$7,500
12	394090	PLACE HOT MIX ASPHALT (MISCELLANEOUS AREA) [PRIVATE PROPERTY TIE-IN 4-INCH THICK]		SQYD	90	\$72	\$6,480
13	710120	REMOVE DRAINAGE FACILITY [ABONDON INLET]		EA	1	\$4,500	\$4,500
14	153249	REMOVE CONCRETE (MISCELLANEOUS) [REMOVE CONCRETE WALL]		LS	1	\$7,500	\$7,500
15	731521	MINOR CONCRETE (SIDEWALK) [CRS 401]	Like 4	SQFT	7,000	\$12	\$84,000
16	731516	MINOR CONCRETE (DRIVEWAY) (CRS 207 MODIFIED PER DETAIL ON PLAN)		SQFT	1,200	\$16	\$19,200
17	017305	MINOR CONCRETE (CURB AND GUTTER) (CRS 201)		LF	1,325	\$89	\$117,925
18	731502	MINOR CONCRETE (MISCELLANEOUS CONSTRUCTION) [RETAINING CURB - HEIGHT 1' MAX.]		LF	1,400	\$48	\$67,200
19	731502	MINOR CONCRETE (MISCELLANEOUS CONSTRUCTION) [WEDGE CURB CRS 202A]		LF	160	\$43	\$6,880
20	731502	MINOR CONCRETE (MISCELLANEOUS CONSTRUCTION) [CURB AND GUTTER TRANSITION PER DETAIL ON PLAN]		LF	120	\$89	\$10,680
21	731502	MINOR CONCRETE (MISCELLANEOUS CONSTRUCTION) [DRIVEWAY TIE-IN 6-INCH]		SQFT	140	\$27	\$3,780

PROPOSAL

ITEM No.	ITEM CODE	ITEM	Like Bid Item*	UNIT	ESTIMATED QUANTITY	ITEM PRICE (IN FIGURES)	TOTAL (IN FIGURES)
BASE BID SCHEDULE 1 - Grand Avenue Sidewalk Improvements Project – Adelfa Street to Blackwell Boulevard (continued)							
22	017317	MINOR CONCRETE (CROSS-GUTTER AND SPANDREL) [CRS 209 AND 210 PER DETAILS ON PLAN]		SQFT	2,250	\$24	\$54,000
23	017315	MINOR CONCRETE (CURB RAMP) (CRS 403 - CASE A) [PER DETAIL ON PLAN]	Like 5	EA	1	\$9,000	\$9,000
24	017316	MINOR CONCRETE (CURB RAMP) (CRS 403 - CASE B) [PER DETAIL ON PLAN]		EA	3	\$9,000	\$27,000
25	731502	MINOR CONCRETE (MISCELLANEOUS CONSTRUCTION) [CONCRETE STEP ACCESS PER PLAN]		EA	2	\$2,000	\$4,000
26	037000	CONSTRUCT PRIVATE DRAIN THROUGH CURB (CRS 310)		EA	2	\$2,000	\$4,000
27	782120	RELOCATE MAILBOX [INSTALL NEW MAILBOX]	Like 6	EA	5	\$900	\$4,500
28	803100	RECONSTRUCT FENCE [CHAINLINK H=5' MIN.]		LF	250	\$110	\$27,500
29	803100	RECONSTRUCT FENCE [CHAINLINK WALK SWING GATE H=5' MIN. AND 4' MIN. WIDTH]		EA	2	\$5,800	\$11,600
30	803100	RECONSTRUCT FENCE [CHAINLINK SWING GATE - HEIGHT 5' MIN. AND WIDTH PER PLAN]		EA	2	\$9,300	\$18,600
31	803100	RECONSTRUCT FENCE [CHAINLINK ROLLING GATE - HEIGHT 5' MIN. AND WIDTH PER PLAN]		EA	2	\$11,800	\$23,600
32	810230 (F)	PAVEMENT MARKER (RETROREFLECTIVE)		EA	365	\$6.30	\$2,299.50
33	820250	REMOVE ROADSIDE SIGN [AND SALVAGE SIGN/POST]		EA	6	\$158	\$948
34	820840	ROADSIDE SIGN - ONE POST	Like 7	EA	15	\$400	\$6,000
35	840656 (F)	PAINT TRAFFIC STRIPE (2-COAT)	Like 8	LF	8,200	\$1.05	\$8,610
36	840519 (F)	THERMOPLASTIC CROSSWALK AND PAVEMENT MARKING	Like 9	SQFT	320	\$6.50	\$2,080
37	870400	SIGNAL AND LIGHTING SYSTEM [INSTALL YELLOW REFLECTIVE BACKPLATES AT GRAND/BLACKWELL]		LS	1	\$12,000	\$12,000
38	010602	MISCELLANEOUS WORK (AS DIRECTED)		FA	1	75,000.00	75,000.00

BASE BID 1
 TOTAL: One million one hundred and sixty seven thousand and sixty six dollars and fifty cents \$1,167,066.50
 ITEMS 1-38 "WORDS"

ALTERNATIVE BID SCHEDULE 1 - Frontier Facilities Adjustments

39	710212	ADJUST MANHOLE TO GRADE [FRONTIER]	Like 10	EA	3	\$2,600	\$7,800
40	710212	ADJUST MANHOLE TO GRADE (INCLUDING CONSTRUCTING FALSE WORK/CURB AND STEEL PLATE COVER PER DETAIL IN SPECIFICATIONS) [FRONTIER]		EA	1	\$2,600	\$2,600

ALT. BID SCH. 1
 TOTAL: Ten thousand four hundred dollars even \$10,400
 ITEMS 39-40 "WORDS"

PROPOSAL

ITEM No.	ITEM CODE	ITEM	Like Bid Item*	UNIT	ESTIMATED QUANTITY	ITEM PRICE (IN FIGURES)	TOTAL (IN FIGURES)
BASE BID SCHEDULE 2 - Grand Avenue Sidewalk Improvements Project - Brechtel Street to Corydon Road							
41	066100	DUST ABATEMENT		LS	1	\$4,000	\$4,000
42	100100	DEVELOP WATER SUPPLY		LS	1	\$600	\$600
43	120100	TRAFFIC CONTROL SYSTEM		LS	1	\$52,000	\$52,000
44	130200	PREPARE WATER POLLUTION CONTROL PROGRAM		LS	1	\$1,000	\$1,000
45	170103	CLEARING AND GRUBBING		LS	1	\$52,000	\$52,000
46	015602	FUNDING AWARENESS SIGN	Like 1	EA	2	\$2,200	\$4,400
47	190101 (F)	ROADWAY EXCAVATION	Like 2	CY	250	\$120	\$30,000
48	198010	IMPORTED BORROW		CY	275	\$90	\$24,750
49	390132	HOT MIX ASPHALT (TYPE A)	Like 3	TON	400	\$121	\$48,400
50	394090	PLACE HOT MIX ASPHALT (MISCELLANEOUS AREA) (AC DRIVEWAY, PRIVATE PROPERTY TIE-IN, AND AC RAMP/CURB TRANSITION) [4-INCH THICK]		SQYD	475	\$52	\$24,700
51	723080	ROCK SLOPE PROTECTION (60 lb, Class II, METHOD B) [1.25' THICK WITH 0.50' THICK FILTER]		CY	10	\$1,500	\$15,000
52	731521	MINOR CONCRETE (SIDEWALK) [CRS 401]	Like 4	SQFT	6,100	\$12	\$73,200
53	017310	MINOR CONCRETE (DRIVEWAY APPROACH) (CRS 207)		SQFT	1,700	\$16	\$27,200
54	017304	MINOR CONCRETE (CURB AND GUTTER) (CRS 200)		LF	1,400	\$89	\$124,600
55	017315	MINOR CONCRETE (CURB RAMP) (CRS 403 - CASE A) [PER DETAIL ON PLAN]	Like 5	EA	1	\$9,000	\$9,000
56	731623	MINOR CONCRETE (CURB RAMP) [MODIFIED CASE CM PER CALTRANS STD. A88B - PER DETAIL ON PLAN]		EA	2	\$9,000	\$18,000
57	011503	UNDERSIDEWALK DRAIN CAST IN PLACE (CRS 309) [MODIFIED REVERSE FLOW - 3' WIDE]		EA	1	\$14,000	\$14,000
58	782120	RELOCATE MAILBOX [INSTALL NEW MAILBOX]	Like 6	EA	12	\$900	\$10,800
59	820610	RELOCATE ROADSIDE SIGN		EA	6	\$300	\$1,800
60	820840	ROADSIDE SIGN - ONE POST	Like 7	EA	1	\$400	\$400
61	840656 (F)	PAINT TRAFFIC STRIPE (2-COAT)	Like 8	LF	320	\$1.05	\$336
62	840519 (F)	THERMOPLASTIC CROSSWALK AND PAVEMENT MARKING	Like 9	SQFT	115	\$6.50	\$747.50
63	010602	MISCELLANEOUS WORK (AS DIRECTED)		FA	1	30,000.00	30,000.00

BASE BID 2
 TOTAL: Five hundred and sixty six thousand nine hundred and thirty three dollars and fifty cents \$ 566,933.50
 ITEMS 41-63 "WORDS"

PROPOSAL

ITEM No.	ITEM CODE	ITEM	Like Bid Item*	UNIT	ESTIMATED QUANTITY	ITEM PRICE (IN FIGURES)	TOTAL (IN FIGURES)
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ALTERNATIVE BID SCHEDULE 2 - Frontier Facilities Adjustments

64	710212	ADJUST MANHOLE TO GRADE [FRONTIER]	Like 10	EA	1	\$2,600	\$2,600
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ALT. BID SCH. 2
TOTAL: Two thousand six hundred dollars even \$ 2,600
ITEMS 64 "WORDS"

BASE BID SCH. 1 + ALT. BID SCH. 1 + BASE BID SCH. 2 + ALT. BID SCH. 2

PROJECT
TOTAL: One million seven hundred and forty seven thousand dollars even \$ 1,747,000.00
ITEMS 1 - 64 "WORDS"

Bidder Data and Signature

Name of Bidder: ONYX PAVING COMPANY, INC.

Type of organization: CORPORATION

Person(s) authorized to sign for Bidder: COREY R. KIRSCHNER - CEO, PRES, VP, SEC, TREA.

Note:

If Bidder is a **Corporation**, state legal name of Corporation and also names of the president, vice-president, secretary, treasurer and manager thereof.

If Bidder is a **Co-Partnership**, state true name of firm and also names of all individual co-partners composing firm.

If Bidder is a sole proprietorship or an **Individual**, state first and last name(s) in full.

If Bid is signed by an agent other than an owner, partner or corporate officer, Bid shall be accompanied by a power-of-attorney.

Business Street Address: 2890 E. LA CRESTA AVE.
(Please include business address even if P.O. Box is used.)

Business City, State, Zip Code: ANAHEIM, CA 92806

P.O. Box- Number: N/A

P.O. Box- City, State, Zip Code: N/A

Phone: (714) 632-6699

Facsimile: () N/A

E-mail: BIDS@ONYXPAVING.NET

Contractor's license number: 630360

License Classification(s): A, C12

Expiration date: 10/31/2025

Department of Industrial Relations 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:

**Grand Avenue Sidewalk Improvements
Adelfa Street to Blackwell Boulevard, and
Brechtel Street to Corydon Road
Community of Lakeland Village
Project No. D2-0069, D3-0085**

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:



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.	Interstate Striping, Inc.	1087140	1000866044	Fontana, CA	Items #7, 32-36, 59-62 Striping	<input checked="" type="checkbox"/>
2.	Redhawk Fencing	7056794 1050794 ^{CB}	1000005366	Perris, CA	Items #28-31 Fencing	<input checked="" type="checkbox"/>
3.	Treesmith Enterprises	802705	1000001838	Anaheim, CA	Items #5, 45 Tree Removal	<input checked="" type="checkbox"/>
4.	Crosstown Electrical & Data, Inc.	756309	1000000155	Irwindale, CA	Items #17, 18 Electrical Work	<input checked="" type="checkbox"/>
5.						<input type="checkbox"/>
6.						<input type="checkbox"/>

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: 3.86 %

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.

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.						<input type="checkbox"/>
2.						<input type="checkbox"/>
3.						<input type="checkbox"/>
4.						<input type="checkbox"/>
5.						<input type="checkbox"/>
6.						<input type="checkbox"/>

Additional Subcontractor List(s) may be attached to the Bid.
(A copy of this form may be attached with additional Subcontractor information.)

Percent of work to be performed by Subcontractors: _____%

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

Non-Collusion Declaration

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

The undersigned declares:

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

 AUGUST (Month) 19TH (Day) of 2024 (Year),

at ANAHEIM (City), CA (State).

Signature of Declarant: _____

Printed name of Declarant: COREY R. KIRSCHNER

Name of Bidder (Company): ONYX PAVING COMPANY, INC.

Title or Office: CEO, PRES, VP, SEC, TREA.

Note: Notarization of signature required.
 Check box if attachment is included.



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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 Orange)

On August 19, 2024 before me, Leslie Rocha, Notary Public,
Date Here Insert Name and Title of the Officer

personally appeared Corey R. Kirschner
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature Leslie Rocha
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

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: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

Iran Contracting Act

(Public Contract Code sections 2200-2208)


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

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

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

Option #1 – Certification

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

<i>Contractor Name/Financial Institution (Printed)</i> ONYX PAVING COMPANY, INC.		<i>Federal ID Number (or n/a)</i> 33-0394344
<i>By (Authorized Signature)</i> 		
<i>Printed Name and Title of Person Signing</i> COREY R. KIRSCHNER - CEO, PRES, VP, SEC, TREA.		
<i>Date Executed</i> 8/19/2024	<i>Executed in</i> ANAHEIM, CA	



Option #2 – Exemption

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

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.**

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

Opt Out of Payment Adjustments for Price Index Fluctuations

**Grand Avenue Sidewalk Improvements
Adelfa Street to Blackwell Boulevard, and
Brechtel Street to Corydon Road
Community of Lakeland Village
Project No. D2-0069, D3-0085**

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: 8/19/2024

Company Name (Bidder): ONYX PAVING COMPANY, INC.

Signature: 

(Signature of Company's authorized officer or designated representative)

Name (printed): COREY R. KIRSCHNER

Title: CEO, PRES, VP, SEC, TREA.



**BIDDER CERTIFICATION ON
FEDERAL CONTRACT REQUIREMENTS**

PROJECT NAME: Grand Avenue Sidewalk Improvements, Adelfa Street to Blackwell Boulevard, and Brechtel Street to Corydon Road, Community of Lakeland Village, Project No. D2-0069, D3-0085

CERTIFICATION:

I hereby certify that I have reviewed and understand the Federal Provisions Attachment included in the bid package and the construction contract related requirements imposed on the Contractor(s) of ARPA- funded construction projects, including but not limited to the following:

1. The subject project is being financed with ARPA Funds (*Title VI of the Social Security Act Section 602 et seq*); and
2. This project and all related construction contracts are subject to the latest U.S. Department of Labor Prevailing Wage Determination (See Appendix for Federal Prevailing Wage Decision rates); and
3. The requirement that the decision to award to contract is conditioned upon acceptance of the Prevailing Wage Determination.
4. This project is subject to all applicable laws and regulations as listed in the Federal Provisions Attachment. (Included in bid Documents)

CONTRACTOR'S NAME: ONYX PAVING COMPANY, INC.

CONTRACTOR'S LICENSE NO.: 630360

ADDRESS: 2890 E. LA CRESTA AVE. ANAHEIM, CA 92806

AUTHORIZED REPRESENTATIVE: COREY R. KIRSCHNER (Type/Write Name)

SIGNATURE: 

CEO, PRES, VP, SEC, TREA.

DATE: 8/19/2024



Bid Bond

Recitals:

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 **Grand Avenue Sidewalk Improvements, Adelfa Street to Blackwell Boulevard, and Brechtel Street to Corydon Road, Community of Lakeland Village, Project No. D2-0069, D3-0085** in accordance with a Notice Inviting Bids from the County.
2. SiriusPoint America Insurance Company a New York corporation, hereafter called "Surety", is the surety of this bond.

Agreement:

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

1. The amount of the obligation of this bond is 10% of the amount of the Contractor's Proposal, including bid alternates, and inures to the benefit of County.
2. This Bond is exonerated by (1) County rejecting said Proposal or, in the alternate, (2) if said Proposal is accepted, Contractor executes the 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.

Dated: August 16th, 2024

Signatures:

SiriusPoint America Insurance Company

Onyx Paving Company, Inc

By: Zyanya Hernandez

By: Corey R. Kirschner

Attorney in Fact
"Surety"

Corey R. Kirschner - CEO, Pres.
"Contractor"



STATE OF _____
COUNTY _____ }
OF _____

ss. SURETY'S ACKNOWLEDGEMENT

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

WITNESS my hand and official seal.

See Attached Required California All-Purpose Acknowledgement

Signature of Notary Public

Notary Public (Seal)

Note: This Bond must be executed by both Contractor and Surety with corporate seal affixed. All signatures must be notarized. (Attach acknowledgements).

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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 Orange)

On August 16, 2024 before me, Leslie Rocha, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Corey R. Kirschner
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature Leslie Rocha
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

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: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

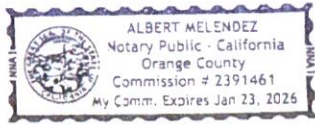
A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }
County of Orange }

On AUG 16 2024, before me, Albert Melendez, Notary Public,
personally appeared Zyanya Hernandez

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

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



WITNESS my hand and official seal.

SIGNATURE [Handwritten Signature]

PLACE NOTARY SEAL ABOVE

Though the information below is not required by law, it may prove valuable to persons relying on the document
and could prevent fraudulent removal and reattachment of this form to another document.

Description of attached document

Title or type of document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other than Named Above: _____

POWER OF ATTORNEY
SIRIUSPOINT AMERICA INSURANCE COMPANY
NEW YORK

KNOW ALL MEN BY THESE PRESENTS: That SiriusPoint America Insurance Company, a New York corporation, having its principal office in the City of New York, pursuant to the following Resolution, which was adopted by the Board of Directors of the Company, to wit

RESOLVED, that the President, Senior Vice President, Chief Financial Officer, Secretary or Assistant Secretary is hereby authorized to execute Powers of Attorney appointing as attorneys-in-fact selected employees of certain surety companies who shall have the power for and on behalf of the Company to execute and affix the seal of the Company to surety contracts as co-surety.

Does hereby nominate, constitute and appoint

Albert Melendez, Christina Rogers, Erik Johansson, Jennifer Anaya, Joaquin Perez, Melissa Lopez, Yu Cheng Chiang, Frederic M. Archerd, Jr., Martha Barreras, Mary Martha Langley, Jonathan Batin, Vanessa Ramirez, Zyanya Hernandez

Its true and lawful attorney-in-fact, to make, execute, seal and deliver for and on its behalf, and as its act and deed; any and all bonds, contracts, agreements of indemnity, and other undertakings in suretyship (NOT INCLUDING bonds without a fixed penalty or financial guarantee bonds) and to bind the Company thereby as fully and to the same extent as if same were signed by the duly authorized officers of the Company, provided, however, that the penal sum of any one such instrument executed hereunder shall not exceed the sum of \$50,000,000 single bond limit

All acts of said attorneys-in-fact pursuant to the authorities herein given are hereby ratified and confirmed. The executive officers listed above in the Resolution may from time to time and at any time remove any such appointee and revoke the power given to him or her.

The execution of such bonds or undertakings in pursuance of these presents, within one year of the date of issue of these presents, shall be binding upon said Company, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its office in New York, New York, in their own proper persons.

IN WITNESS WHEREOF, SiriusPoint America Insurance Company has caused its corporate seal to be hereunto affixed, and these presents to be signed by its Secretary this 17th day of August in the year 2023.

SiriusPoint America Insurance Company

By [Signature]
Melissa J. Ralph
Secretary

State of New Jersey)
) ss.
County of Monmouth)

On this 17th day of August 2023, before me, a Notary Public of the State of New Jersey in and for the County of Monmouth duly commissioned and qualified, came Melissa J. Ralph, Secretary, of SiriusPoint America Insurance Company, to me personally known to be the individual and officer described in, and who executed the preceding instrument, and acknowledged the execution of the same, and, being by me duly sworn, deposed and saith, that she is the officer of the Company aforesaid, and that the seal affixed to the preceding instrument as the corporate seal of said Company, and the said corporate seal and her signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Company, referred to in the preceding instrument, is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal.



[Signature]
Notary Public
My Commission expires
March 31, 2028

State of New Jersey
County of Monmouth

I, Melissa J. Ralph, Secretary, of SiriusPoint America Insurance Company, a New York corporation, do hereby certify that the above and foregoing is a full, true correct copy of Power of Attorney, is still in force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Company this 16th day of August, 2024



[Signature]
Melissa J. Ralph
Secretary



10805 Old Mill Road
Omaha, NE 68154

September 6, 2023

Bond Obligees
Project Owners
General Contractors

RE: Digital Seal Authority and Enforceability Notice

To whom it may concern:

The use of an electronic image of the corporate seal of Siriuspoint America Insurance Company (the "Digital Seal"), and the attachment of the Digital Seal to any surety bond issued by Siriuspoint America Insurance Company is authorized by the company. Siriuspoint America Insurance Company acknowledge and agree that the Digital Seal may be affixed to any authorized Surety bond approved by Applied Surety Underwriters, and relied upon to the same extent as if a raised corporate seal was attached to the bond.

Delivery of a digital copy of this Digital Seal Authority and Enforceability Notice, executed electronically, to an Obligee or Obligee's representative, shall constitute effective execution and delivery of this notice and shall have the same legal effect as a delivery of a tangible original of the notice with my original "wet" signature.

If you require further verification you may email our Home Office Underwriting Center at info@surety.auw.com

In Witness Whereof, this has been executed by the President, Applied Surety Underwriters for Siriuspoint America Insurance Company.



Thank you for your continued business.

Sincerely,

A handwritten signature in blue ink, appearing to read "Joshua C. Betz".

Joshua C. Betz
President, Applied Surety Underwriters

STATE OF CALIFORNIA
DEPARTMENT OF INSURANCE

OAKLAND

Amended

Certificate of Authority

THIS IS TO CERTIFY, *That, pursuant to the Insurance Code of the State of California,*

SiriusPoint America Insurance Company

of New York, organized under the laws of New York, subject to its Articles of Incorporation or other fundamental organizational documents, is hereby authorized to transact within this State, subject to all provisions of this Certificate, the following classes of insurance.

Fire, Marine, Surety, Disability, Plate Glass, Liability, Workers' Compensation,

Common Carrier Liability, Boiler and Machinery, Burglary, Sprinkler,

Team and Vehicle, Automobile, Aircraft, and Miscellaneous

as such classes are now or may hereafter be defined in the Insurance Laws of the State of California.

THIS CERTIFICATE is expressly conditioned upon the holder hereof now and hereafter being in full compliance with all, and not in violation of any, of the applicable laws and lawful requirements made under authority of the laws of the State of California as long as such laws or requirements are in effect and applicable, and as such laws and requirements now are, or may hereafter be changed or amended

IN WITNESS WHEREOF, *I set my hand and affix my official seal*
this 21st day of November, 2022.



Ricardo Lara
Insurance Commissioner

Valerie J. Sarfaty
for Catalina Hayes-Bautista
Insurance Chief Deputy

By

NOTICE:

Qualification with the Secretary of State must be accomplished as required by the California Corporations Code promptly after issuance of this Certificate of Authority. Failure to do so will be a violation of Insurance Code section 701 and will be grounds for revoking this Certificate of Authority pursuant to the covenants made in the application therefor and the conditions contained herein.

- Company Profile
- Company Search
- Company Search Results
- Company Information
- Old Company Names
- Agent for Service
- Reference Information
- NAIC Group List
- Lines of Business
- Workers' 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

COMPANY PROFILE

Company Information

SIRIUSPOINT AMERICA INSURANCE COMPANY
1 WORLD TRADE CENTER, 285 FULTON STREET
NEW YORK, NY 10007

Old Company Names	Effective Date
FOLKSAMERICA REINSURANCE COMPANY	04/06/2009
SIRIUS AMERICA INSURANCE COMPANY	11/21/2022
WHITE MOUNTAINS REINSURANCE COMPANY OF AMERICA	05/22/2012

Agent For Service

Melissa DeKoven
 2710 Gateway Oaks Dr Ste 150N
 Sacramento CA 95833-3505

Reference Information

NAIC #:	38776
California Company ID #:	3121-1
Date Authorized in California:	10/22/1987
License Status:	UNLIMITED-NORMAL
Company Type:	Property & Casualty
State of Domicile:	NEW YORK

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NAIC Group List

NAIC Group #: **5001** SiriusPoint 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
- DISABILITY
- FIRE
- LIABILITY
- MARINE
- MISCELLANEOUS
- PLATE GLASS
- SPRINKLER
- SURETY
- TEAM AND VEHICLE
- WORKERS' COMPENSATION



ONYX PAVING COMPANY INC
LICENSE # 630360 DIR # 1000004798

**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 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 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]



ONYX PAVING COMPANY INC
LICENSE # 630360 DIR # 1000004798

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

Appendix D
Federal Provisions Attachment

Since additional funding has been allocated through use of federal American Rescue Plan Act (ARPA; (Title VI of the Social Security Act Section 602 et seq.) funds, the COUNTY will administer and distribute those funds in accordance with ARPA. ARPA requires that payments from the Coronavirus Fiscal Recovery Fund be used to respond to the public health emergency or its negative economic impacts, to respond to workers performing essential work during the COVID-19 public health emergency by providing premium pay, provide government services to the extent the reduction of revenue due to COVID-19 public health emergency, and to make necessary investments in water, sewer or broadband infrastructure. It is effective beginning May 17, 2021 and ends on December 31, 2026.

Subrecipient acknowledges and agrees that this Agreement is subject to the federal requirements, including the federal provisions provided below:

1. NON-DISCRIMINATION. Subrecipient shall not be discriminate in the provision of services, allocation of benefits, accommodation in facilities, or employment of personnel on the basis of ethnic group identification, race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status or sex in the performance of this Agreement; and, to the extent they shall be found to be applicable hereto, shall comply with the provisions of the California Fair Employment and Housing Act (Gov. Code 12900 et. seq), the Federal Civil Rights Act of 1964 (P.L. 88-352), the Americans with Disabilities Act of 1990 (42 U.S.C. S1210 et seq.) and all other applicable laws or regulations.

2. EQUAL EMPLOYMENT OPPORTUNITY/ FAIR EMPLOYMENT PRACTICES/ FEDERAL PROVISIONS. During the performance of this Agreement, the Subrecipient shall not deny benefits to any person on the basis of religion, color, ethnic group identification, sex, age, physical or mental disability, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, mental disability, medical condition, marital status, age, or sex. Subrecipient shall ensure that the evaluation and treatment of employees and applicants for employment are free of such discrimination.

- A. Subrecipient shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12900 et seq.), the regulations promulgated thereunder (California Code of Regulations, Title 2, Section 11000 et seq.), the provisions of Executive Order 11246 of Sept. 23, 1965 and of the rules, regulations, and relevant orders of the Secretary of Labor, the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Government Code, Sections 11135-11139.8), and of the rules, regulations or standards adopted by the County to implement such article.
- B. The Subrecipient shall comply with the provisions of the Copeland "Anti-Kickback" Act, 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this Agreement.

3. CLEAN AIR ACT. The Subrecipient agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. Section 7401 et seq. The Subrecipient agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the California Governor's Office of Emergency Services, Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office. The Subrecipient agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

4. FEDERAL WATER POLLUTION CONTROL ACT

The Subrecipient agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. Sections 1251 et seq.

The Subrecipient agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office.

The Subrecipient agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

5. DEBARMENT AND SUSPENSION CLAUSE

This Agreement is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the Subrecipient is required to verify that none of the Subrecipient, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

The Subrecipient must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into. This certification is a material representation of fact relied upon by the County. If it is later determined that the Subrecipient did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

6. BYRD ANTI- LOBBYING AMENDMENT, 31 U.S.C. § 1352 (AS AMENDED)

Subrecipients who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the County.

APPENDIX A, 44 C.F.R. PART 18- CERTIFICATION REGARDING LOBBYING

The undersigned [Subrecipient] certifies, to the best of his or her knowledge, that:

A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

C. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this

transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Subrecipient certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Subrecipient understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

SUBRECIPIENT

By  COREY R. KIRSCHNER -
CEO, PRES.VP, SEC, TREA.
Date 8/19/2024

7. PROCUREMENT OF RECOVERED MATERIALS

In the performance of this Agreement, the Subrecipient shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired

- A. Competitively within a timeframe providing for compliance with the contract performance schedule;
- B. Meeting contract performance requirements; or
- C. At a reasonable price.

Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>

The Subrecipient also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

8. ACCESS TO RECORDS

The following access to records requirements apply to this Agreement:

- A. The Subrecipient agrees to provide the County, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Subrecipient which are directly pertinent to this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions.
- B. The Subrecipient agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- C. The Subrecipient agrees to provide the FEMA Administrator or his or her authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.
- D. In compliance with the Disaster Recovery Act of 2018, the County and the Subrecipient acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

9. DEPARTMENT OF HOMELAND SECURITY SEAL, LOGO, FLAGS

The Subrecipient shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

10. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS

This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The Subrecipient will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

11. NO OBLIGATION BY FEDERAL GOVERNMENT

The Federal Government is not a party to this Agreement and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

12. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS
The Subrecipient acknowledges that 31 U.S.C. Chapter 38 (Administrative Remedies for False Claims and Statements) applies to the Subrecipient's actions pertaining to this Agreement.

13. FEDERAL PREVAILING WAGE
DAVIS-BACON ACT COMPLIANCE (applicable to construction contracts in excess of \$2,000 awarded by grantees and subgrantees when required by Federal grant program legislation)

To the extent required by any Federal grant programs applicable to expected funding or reimbursement expenses incurred in connection with the services provided under this Agreement, Subrecipient agrees to comply with the Davis-Bacon Act (40 U.S.C. §§ 3141-3144 and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5) as set forth below.

A. The Subrecipient shall be bound to the provisions of the Davis-Bacon Act, and agrees to be bound by all the provisions of Labor Code section 1771 regarding prevailing wages. All labor on this project shall be paid neither less than the greater of the minimum wage rates established by the U.S. Secretary of Labor (Federal Wage Rates), or by the State of California Director of Department of Industrial Relations (State Wage Rates). Current DIR requirements may be found at <http://www.dir.ca.gov/lcp.asp>. Additionally, wages are required to be paid not less than once a week.

B. The general prevailing wage rates may be accessed at the Department of Labor Home Page at www.wdol.gov. Under the Davis Bacon heading, click on "Selecting DBA WDs." In the drop down menu for State, select, "California." In the drop down menu for County, select "Riverside." In the drop down menu for Construction Type, make the appropriate selection. Then, click Search.

The Federal minimum wage rates for this project are predetermined by the United States Secretary of Labor. If there is a difference between the minimum wage rates predetermined by the Secretary of Labor and the general prevailing wage rates determined by the Director of the California DIR for similar classifications of labor, the Subrecipient and subcontractors shall pay not less than the higher wage rate. The County will not accept lower State wage rates not specifically included in the Federal minimum wage determinations. This includes "helper" (or other classifications based on hours of experience) or any other classification not appearing in the Federal wage determinations. Where Federal wage determinations do not contain the State wage rate determination otherwise available for use by the Subrecipient and subcontractors, the Subrecipient and subcontractors shall pay not less than the Federal minimum wage rate which most closely approximates the duties of the employees in question.

14. CONTRACT WORK HOURS AND SAFETY STANDARDS (applicable to all contracts in excess of \$100,000 that involve the employment of mechanics or laborers, but not to purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence)

A. Compliance: Subrecipient agrees that it shall comply with Sections 3702 and 3704 of the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 3701-3708) as supplemented by Department of Labor regulations (29 CFR Part 5), which are incorporated herein.

B. Overtime: No contractor or subcontractor contracting for any part of the work under this Agreement which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

C. Violation; liability for unpaid wages; liquidated damages: In the event of any violation of the provisions of paragraph B of this section, the Subrecipient and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such Subrecipient and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or

mechanic employed in violation of the provisions of paragraph B, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by paragraph B.

D. Withholding for unpaid wages and liquidated damages: Subrecipient shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set for in paragraph C of this section.

E. Subcontracts: The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs A through D of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs A through D of this section.

15. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT— Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by HUD.

16. RIGHTS TO DATA AND COPYRIGHTS – Subrecipients and consultants agree to comply with all applicable provisions pertaining to the use of data and copyrights pursuant to 48 CFR Part 27.4, Federal Acquisition Regulations (FAR).

17. PROHIBITION ON CONTRACTING FOR COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES

A. Definitions. As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy, #405-143-1 Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services As used in this clause—

B. Prohibitions.

(1) Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug. 13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.

(2) Unless an exception in paragraph (c) of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:

(i) Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

(ii) Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

(iii) Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or (iv) Provide, as part of its performance

of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

C. Exceptions.

(1) This clause does not prohibit contractors from providing—

a. A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

b. Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) By necessary implication and regulation, the prohibitions also do not apply to:

a. Covered telecommunications equipment or services that:

i. Are not used as a substantial or essential component of any system; and

ii. Are not used as critical technology of any system.

b. Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

D. Reporting requirement.

(1) In the event the contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor shall report the information in paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.

(2) The Subrecipient shall report the following information pursuant to paragraph (d)(1) of this clause:

(i) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services. Page 10

E. Subcontracts. The Subrecipient shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments.

18. REPORTING OF MATTERS RELATED TO RECIPIENT INTEGRITY AND PERFORMANCE

A. General Reporting Requirement

If the total value of your currently active grants, cooperative agreements, and procurement contracts from all Federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this Federal award, then you as the recipient during that period of time must maintain the currency of information reported to the System for Award Management (SAM) that is made available in the designated integrity and performance system (currently the Federal Awardee Performance and Integrity Information System (FAPIIS)) about civil, criminal, or administrative proceedings described in paragraph 2 of this award term and condition. This is a statutory requirement under section 872 of Public Law 110-417, as amended (41 U.S.C. 2313). As required by section 3010 of Public Law 111-212, all information posted in

the designated integrity and performance system on or after April 15, 2011, except past performance reviews required for Federal procurement contracts, will be publicly available.

B. Proceedings About Which You Must Report

Submit the information required about each proceeding that:

a. Is in connection with the award or performance of a grant, cooperative agreement, or procurement contract from the Federal Government;

b. Reached its final disposition during the most recent five-year period; and

c. Is one of the following:

(1) A criminal proceeding that resulted in a conviction, as defined in paragraph 5 of this award term and condition;

(2) A civil proceeding that resulted in a finding of fault and liability and payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more;

(3) An administrative proceeding, as defined in paragraph 5. of this award term and condition, that resulted in a finding of fault and liability and your payment of either a monetary fine or penalty of \$5,000 or more or reimbursement, restitution, or damages in excess of \$100,000; or

(4) Any other criminal, civil, or administrative proceeding if:

(i) It could have led to an outcome described in paragraph 2.c.(1), (2), or (3) of this award term and condition;

(ii) It had a different disposition arrived at by consent or compromise with an acknowledgment of fault on your part; and

(iii) The requirement in this award term and condition to disclose information about the proceeding does not conflict with applicable laws and regulations.

C. Reporting Procedures

Enter in the SAM Entity Management area the information that SAM requires about each proceeding described in paragraph 2 of this award term and condition. You do not need to submit the information a second time under assistance awards that you received if you already provided the information through SAM because you were required to do so under Federal procurement contracts that you were awarded.

D. Reporting Frequency

During any period of time when you are subject to the requirement in paragraph 1 of this award term and condition, you must report proceedings information through SAM for the most recent five year period, either to report new information about any proceeding(s) that you have not reported previously or affirm that there is no new information to report. Recipients that have Federal contract, grant, and cooperative agreement awards with a cumulative total value greater than \$10,000,000 must disclose semiannually any information about the criminal, civil, and administrative proceedings.

E. Definitions

For purposes of this award term and condition:

a. Administrative proceeding means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (*e.g.*, Securities and Exchange Commission Administrative proceedings, Civilian Board of Contract Appeals proceedings, and Armed Services Board of Contract Appeals proceedings). This includes proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include audits, site visits, corrective plans, or inspection of deliverables.

b. Conviction, for purposes of this award term and condition, means a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of *nolo contendere*.

c. Total value of currently active grants, cooperative agreements, and procurement contracts includes -

(1) Only the Federal share of the funding under any Federal award with a recipient cost share or match; and

(2) The value of all expected funding increments under a Federal award and options, even if not yet exercised.



REFERENCES

PROJECT NAME: CITYWIDE ASPHALT REPAIRS PROJECT FY 21/22

PROJECT DESCRIPTION: CITYWIDE STREET IMPROVEMENTS

APPROXIMATE CONSTRUCTION DATES: FEB 2022 - NOV 2022

CONSULTING COMPANY: CITY OF DANA POINT - 33282 GOLDEN LANTERN, DANA POINT, CA 92629

CONTACT PERSON: SCOTT FISHER 760-814-7226

ORIGINAL CONTRACT AMOUNT: \$1,595,000.00

FINAL CONTRACT AMOUNT: \$1,314,878.59

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: 22-23 ANNUAL ASPHALT CONCRETE OVERLAY PROJECT

PROJECT DESCRIPTION: CITYWIDE STREET IMPROVEMENT

APPROXIMATE CONSTRUCTION DATES: SEP 2023- MAR 2024

AGENCY: CITY OF EASTVALE - 12363 LIMONITE AVE #910, EASTVALE, CA 91752

CONTACT PERSON: CHUCK STAGNER 714-925-4628

ORIGINAL CONTRACT AMOUNT: \$5,858,000

FINAL CONTRACT AMOUNT: \$5,998,000

IF FINAL AMOUNT IS DIFFERENT FROM ORIGINAL AMOUNT, PLEASE EXPLAIN: CHANGE ORDER WORK FOR ADDITIONAL SCOPE OUTSIDE OF PROJECT LIMITS.

DID THE AGENCY FILE ANY CLAIMS AGAINST YOU? NO

PROJECT NAME: 2021-2022 PAVEMENT REHABILITATION PROJECT

PROJECT DESCRIPTION: VARIOUS PAVEMENT REHABILITATION & CONCRETE IMPROVEMENTS

APPROXIMATE CONSTRUCTION DATES: NOV 2022 - MARCH 2023

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

CONTACT PERSON: JAN BALANAY 626-254-2726

ORIGINAL CONTRACT AMOUNT: \$1,727,000.00

FINAL CONTRACT AMOUNT: \$1,899,698.72

IF FINAL AMOUNT IS DIFFERENT FROM ORIGINAL AMOUNT, PLEASE EXPLAIN: CHANGE ORDER WORK FOR ADDITIONAL SCOPE OUTSIDE OF PROJECT LIMITS.

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: 21-22 PAVEMENT REHABILITATION PROJECT

PROJECT DESCRIPTION: CITYWIDE STREET IMPROVEMENTS

APPROXIMATE CONSTRUCTION DATES: NOV 2022- MAY 2023

AGENCY: CITY OF TEMPLE CITY - 9701 E LAS TUNAS DR, TEMPLE CITY, CA 91780

CONTACT PERSON: ALI CAYIR 714-883-8677

ORIGINAL CONTRACT AMOUNT: \$3,727,000

FINAL CONTRACT AMOUNT: \$4,031,000

IF FINAL AMOUNT IS DIFFERENT FROM ORIGINAL AMOUNT, PLEASE EXPLAIN: CHANGE ORDER WORK FOR ADDITIONAL SCOPE OUTSIDE OF PROJECT LIMITS.

DID THE AGENCY FILE ANY CLAIMS AGAINST YOU? NO

PROJECT NAME: 23-24 SLURRY SEAL AT VARIOUS LOCATIONS

PROJECT DESCRIPTION: CITYWIDE ASPHALT REPAIRS & SLURRY

APPROXIMATE CONSTRUCTION DATES: JAN 2024 - APRIL 2024

AGENCY: CITY OF MONTEREY PARK -320 WEST NEWMARK AVE MONTEREY PARK, CA 91754

CONTACT PERSON: ZIAD MAZBOUDI 626-532-2018

ORIGINAL CONTRACT AMOUNT: \$1,400,000

FINAL CONTRACT AMOUNT: \$1,269,000

IF FINAL AMOUNT IS DIFFERENT FROM ORIGINAL AMOUNT, PLEASE EXPLAIN: ACTUAL BID QUATITIES LESS THAN ORIGINAL BID QUANTITY.

DID THE AGENCY FILE ANY CLAIMS AGAINST YOU? NO

PROJECT NAME: 22-23 SB1 PAVEMENT REHABILITATION PROJECT

PROJECT DESCRIPTION: VARIOUS STREET FULL DEPTH RECONSTRUCTION

APPROXIMATE CONSTRUCTION DATES: JAN 2024 - MAY 2024

AGENCY: CITY OF HEMET - 445 E FLORIDA AVENUE HEMET, CA 92543

CONTACT PERSON: JILLEEN FERRIS 951-765-2360

ORIGINAL CONTRACT AMOUNT: \$2,020,000

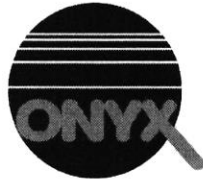
FINAL CONTRACT AMOUNT: \$2,528,000

IF FINAL AMOUNT IS DIFFERENT FROM ORIGINAL AMOUNT, PLEASE EXPLAIN: CHANGE ORDER WORK FOR ADDITIONAL SCOPE OUTSIDE OF PROJECT LIMITS.

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: PARKS, CIVIC CENTER & SHERRIF STATION PARKING LOT REHABILITATION

PROJECT DESCRIPTION: ASPHALT REMOVAL & REPLACEMENT

APPROXIMATE CONSTRUCTION DATES: FEB 2024 - MAY 2024

AGENCY: CITY OF LAWNSDALE - 14717 BURIN AVE LAWNSDALE, CA 90260

CONTACT PERSON: NICK PETREVSKI 310-973-3265

ORIGINAL CONTRACT AMOUNT: : \$486,486

FINAL CONTRACT AMOUNT: \$601,000

IF FINAL AMOUNT IS DIFFERENT FROM ORIGINAL AMOUNT, PLEASE EXPLAIN: CHANGE ORDER WORK FOR ADDITIONAL SCOPE OUTSIDE OF PROJECT LIMITS.

DID THE AGENCY FILE ANY CLAIMS AGAINST YOU? NO

PROJECT NAME: RESIDENTIAL STREET PAVEMENT REHABILITATION PROJECT, AREA 8

PROJECT DESCRIPTION: STREET IMPROVEMENTS

APPROXIMATE CONSTRUCTION DATES: JULY 2022 - OCT 2022

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

CONTACT PERSON: BRIAN ALENAN 562-904-7110

ORIGINAL CONTRACT AMOUNT: \$3,227,000.00

FINAL CONTRACT AMOUNT: \$3,553,442.43

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

ONYX PAVING COMPANY, INC.

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



LARGE PROJECT REFERENCES

PROJECT NAME: CULVER DRIVE IMPROVEMENTS FROM WALNUT AVENUE TO I-5 FREEWAY

PROJECT DESCRIPTION: STREET IMPROVEMENTS

APPROXIMATE CONSTRUCTION DATES: SEPT 2022 - JAN 2023

CONSULTING COMPANY: CITY OF IRVINE - 6427 OAK CANYON, IRVINE, CA 92618

CONTACT PERSON: FARHAD BOLOURCHI 949-724-6689

ORIGINAL CONTRACT AMOUNT: \$1,677,000.00

FINAL CONTRACT AMOUNT: \$1,704,308.59

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: PHASING 6A - RESIDENTIAL STREET REHABILITATION

PROJECT DESCRIPTION: STREET IMPROVEMENTS

APPROXIMATE CONSTRUCTION DATES:

CONSULTING COMPANY: CITY OF LA MIRADA - 15515 PHOEBE AVE, LA MIRADA, CA 90638

CONTACT PERSON: ERIC VILLAGRACIA 562-902-2373

ORIGINAL CONTRACT AMOUNT: \$4,242,000.00

FINAL CONTRACT AMOUNT: \$4,524,646.67

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

PROJECT NAME: ROCHESTER AVENUE PAVEMENT REHABILITATION

PROJECT DESCRIPTION: STREET IMPROVEMENTS

APPROXIMATE CONSTRUCTION DATES: MARCH 2022-AUG 2022

AGENCY: CITY OF RANCHO CUCAMONGA - 10500 CIVIC CENTER DRIVE, RANCHO CUCAMONGA, CA 91730

CONTACT PERSON: ROMEO DAVID 909-774-4070

ORIGINAL CONTRACT AMOUNT: \$1,727,000.00

FINAL CONTRACT AMOUNT: \$1,714,733.75

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

ONYX PAVING COMPANY, INC.

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



REFERENCES

GENERAL CONTRACTORS:	JOBS PERFORMED:	LOCATION:	AMOUNT:
Fullmer Construction 1725 S. Grove Ave. Ontario, CA 91761 Ph: 909-947-9467 Fax: 909-947-2970 Contact: Casey Jones	Centerpointe	Moreno Valley	\$3,187,914.00
	Sycamore Bus. Park	Riverside	\$999,708.00
	Hillwood Hofer Ranch	Ontario	\$603,600.00
	Interchange A-E	San Bernardino	\$1,288,615.00
	San Michelle Logistics	Moreno Valley	\$670,674.00
	Terra Francesco	Ontario	\$524,216.00
KCS West, Inc. 901 Corporate Ctr, Dr, 3 rd flr Monterey Park, CA 9174 Ph: 323-269-0020 Fx: 323-263-4576 Contact: Matthew Vawter	BP Refinery Maintenance Shop	Carson	\$896,357.00
GMC Engineering, Inc. 1401 Warner Ave Tustin, CA 92780 Ph: 760-744-133 Fx: 714-247-1041 Contact: Gennady	Edison	Romoland	\$1,623,480.00
Lusardi Construction 1570 Linda Vista Dr. San Marcos, CA 92064 Ph: 760-744-3133 Fax: 760-744-9064 Contact Scott Staley	FEDEX – Otay Mesa	San Diego	\$1,335,530.00
	Team Nissan	Oxnard	\$669,075.00
	Edge at Campus	El Segundo	\$541,385.00
	Carmax	Oxnard	\$606,443.00
	Seabridge	Oxnard	\$329,460.00



Haagen Company, LLC 12302 Exposition Blvd Los Angeles, CA 90064 Ph: 310-820-1200 Fx: 310-820-1225 Contact: Chris Fahey	Empire Polo Club	Indio	\$1,036,745.00
ARCO National Construction Co. 900 N. Rock Hill Rd St. Louis, MO 63119 Ph: 314-963-0715 Fx: 314-963-7114 Contact: Chris Wilson	Scannell FEDEX	Burbank	\$1,125,958.00
Grant General Contractors 5051 Avenida Encinas Carlsbad, CA 92008 Ph: 760-438-7500 Fx: 760-438-3056 Contact: Pete Burrows	Whittier Area Community Church Crevier BMW	Whittier Santa Ana	\$625,920.00 \$30,600.00



ASPHALT RUBBER HOT MIX REFERENCES:

<u>GENERAL CONTRACTORS:</u>	<u>JOB PERFORMED:</u>	<u>LOCATION:</u>	<u>AMOUNT:</u>
GMC ENGINEERING, INC. 1401 Warner Ave, Ste B. Tustin, CA 92780 Ph: 714-247-1040 Fx: 714-247-1041 Contact: Gennady Chizik	Katella Ave. St. Improv Various Projects	Los Alamitos	\$120,000.00
R.D OLSON CONSTRUCITON, INC. 2955 Main Street, 3 rd Floor Irvine, CA 92614 Ph: 949-474-2001 Fx: 949-474-1534 Contact: Jeremy Dunn	Lido House Hotel	Newport Beach	\$193,105.00

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



CREDIT REFERENCES

ONYX PAVING COMPANY, INC

2890 E. LA CRESTA AVE
ANAHEIM, CA 92806

PHONE: (714) 632-6699

DATE ESTABLISHED 1/4/90

CORP. TAX ID. # 33-0394344

FAX: (714) 632-1883

TYPE OF WORK - ASPHALT PAVING

CONTRACTORS LIC. # 630360-A

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 **Cari**

KELTERITE CORP.

12231 PANGBORN AVE. DOWNEY, CA

(562) 401-0011 **Gladys**

VULCAN MATERIALS CO.

16013 E. FOOTHILL BLVD, IRVINDALE, CA 91702

(858) 530-9414 **Debbie**

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

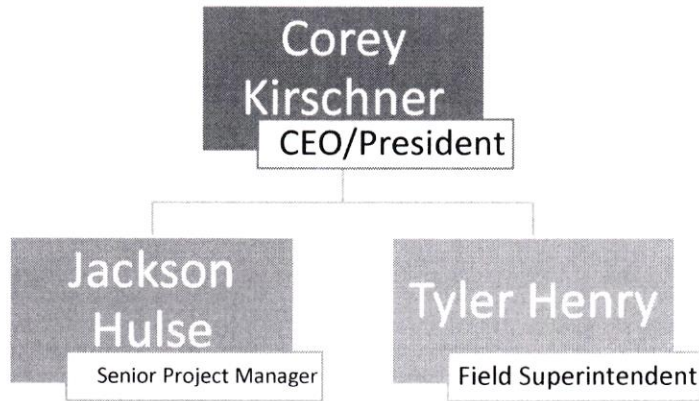
Corey Kirschner has over 20 years of experience both as an estimator and CEO. Corey is an experienced estimator and lead a majority of those years being the Chief Estimator before becoming CEO and President of Onyx Paving Company, Inc. Over the short period of time here at Onyx Paving, Corey has completed 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

Jackson Hulse

- 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

ONYX PAVING COMPANY, INC.

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

STATE OF CALIFORNIA



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 PAVING

Witness my hand and seal this day,

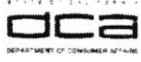
January 4, 2019

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



CONTRACTORS
STATE LICENSE BOARD
ACTIVE LICENSE



License Number: **630360**

Entity: CORP

Business Name: ONYX PAVING COMPANY INC

Classification: A C12



Expiration Date: 10/31/2025

www.csib.ca.gov



APPLICATION FOR PUBLIC WORKS CONTRACTOR REGISTRATION

Registration Information

Type: Public Works
Period: 07/01/2023 06/30/2024

Contractor Information

Contractor Name: ONYX PAVING COMPANY, INC.
Trade Name:
License Type Number: 1000004798

Contractor Physical Address

Physical Business Country: United States of America	Physical Business City/ Province: ANAHEIM
Physical Business Address: 2890 E. LA CRESTA AVENUE	Physical Business State: CA
	Physical Business Postal Code: 92806

Contractor Mailing Address

Mailing Country: United States of America	Mailing City /Province: ANAHEIM
Mailing Address: 2890 E. LA CRESTA AVENUE	Mailing State: CA
	Mailing Postal Code: 92806

Contact Info

Daytime Phone:	Daytime Phone Ext.:
Mobile Phone:	Business Email: davidw@onyxpaving.com
	Applicant's Email: davidw@onyxpaving.net

Workers' Compensation

Professional Employer Organization (PEO)

Do you lease employees through Professional Employer Organization? No

Workers' Compensation Overview

Carrier: ZURICH AMERICAN INSURANCE
COMPANY

Inception Date: 10/01/2022

Policyholder Name: Onyx Paving Company Inc

Expiration Date: October 12, 2023

Policy Number: WC106300504

Certification

Yes I certify that I do not have any delinquent liability to an employee or the state for any assessment of back wages or related damages, interest, fines, or penalties pursuant to any final judgment, order, or determination by a court or any federal, state, or local administrative agency, including a confirmed arbitration award

Yes I certify that the contractor is not currently debarred under Section 1777.1 or under any other federal or state law providing for the debarment of contractors from public works.

Yes I certify that one of the following is true: (1) I am licensed by the Contractors State License Board (CSLB) in accordance with Chapter 9 (commencing with Section 7000) of the Business and Professions Code; or (2) my business or trade is not subject to licensing by the CSLB.

I understand refunds are not authorized

I, David Wiltfong, the undersigned, am , ONYX PAVING COMPANY, INC. with the authority to act for and on behalf of the above named contractor. I certify under penalty of perjury that all of the above information provided is true and correct. I further acknowledge that any untruthful information provided in this application could result in the certification being canceled.

I certify this on: 10:00 AM

Legal Entity Information

Legal Entity Type: Corporation

Name: ONYX PAVING COMPANY, INC.

EQUAL EMPLOYMENT OPPORTUNITY

The Company is committed to providing equal employment opportunities to all Employees and applicants without regard to race (including traits historically associated with race, such as hair texture and protective hairstyles), religion or religious creed (including religious dress or grooming practices), color, sex (including pregnancy, childbirth, breastfeeding, or related medical condition), genetic information, gender, gender identity and gender expression, sexual orientation, transgender status, transitioning status, national origin, ancestry, citizenship status, uniform service member status, military and veteran status, marital status, age, protected medical condition, physical or mental disability, holding or presenting a driver's license issued under Cal. Vehicle Code Section 12801.9, or any other protected status in accordance with all applicable federal, state, and local laws.

Company policy also prohibits unlawful discrimination based on the perception that anyone has any of the above characteristics, or is associated with a person who has or is perceived as having any of the above characteristics. Discrimination can also include failing to reasonably accommodate religious dress and grooming practices, or individuals with mental or physical disabilities where the accommodation does not pose an undue hardship.

This Policy extends to all aspects of the Company's employment practices, including, but not limited to, recruiting, hiring, firing, promoting, transferring, compensation, benefits, training, leaves of absence, and other terms and conditions of employment, as well as providing wages at the same rate for one sex as those of the opposite sex, and at the same rate for any race/ethnicity as another race/ethnicity, who perform substantially similar work (consisting of similar skill, effort, and responsibility), under similar working conditions.

The Company is also committed to complying with the laws protecting qualified individuals with disabilities. The Company will provide a reasonable accommodation for any known physical or mental disability of a qualified individual with a disability to the extent required by law, provided the requested accommodation does not create an undue hardship for the Company and/or does not pose a direct threat to the health or safety of others in the workplace and/or to the individual. If an Employee requires an accommodation to perform the essential functions of their job, the Employee must notify Human Resources. Once the Company is aware of the need for an accommodation, the Company will engage in an interactive process to identify possible accommodations that will enable the Employee to perform the essential functions of the job.

Employees with questions or concerns about discrimination in the workplace should bring these issues to the attention of Human Resources, or any member of management. Employees can raise concerns, report problems, or make complaints without fear of retaliation. Anyone found to be engaging in any type of unlawful discrimination will be subject to disciplinary action, up to and including separation of employment.

ONYX PAVING COMPANY, INC.



COREY R. KIRSCHNER
CEO, PRES, VP, SEC, TREA



Request for Taxpayer Identification Number and Certification

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

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

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. ONYX PAVING COMPANY, INC.	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>
<input type="checkbox"/> Individual/sole proprietor or single-member LLC	<input type="checkbox"/> C Corporation
<input checked="" type="checkbox"/> S Corporation	<input type="checkbox"/> Partnership
<input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____	<input type="checkbox"/> Trust/estate
Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.	
<input type="checkbox"/> Other (see instructions) ▶ _____	
5 Address (number, street, and apt. or suite no.) See instructions. 2890 E. LA CRESTA AVE.	Requester's name and address (optional)
6 City, state, and ZIP code ANAHEIM, CA 92806	
7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number																
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Employer identification number																
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Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here

Signature of U.S. person ▶

Date ▶ 03/27/2024

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/12/2024

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 have **ADDITIONAL INSURED** provisions or 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 Burnham WGB Insurance Solutions CA Insurance License 0F69771 15901 Red Hill Avenue Tustin CA 92780	CONTACT NAME: Michael Tran PHONE (A/C, No, Ext): 714-824-8384 E-MAIL ADDRESS: michael.tran@wgbib.com	FAX (A/C, No): 714-573-1770
	INSURER(S) AFFORDING COVERAGE	
INSURED Onyx Paving Company, Inc. 2890 E. La Cresta Avenue Anaheim CA 92806-1816	License#: 0F69771 ONYXPAV-01	NAIC # INSURER A: American Zurich Insurance Comp 40142 INSURER B: Zurich American Insurance Comp 16535 INSURER C: Scottsdale Indemnity Co 15580 INSURER D: INSURER E: INSURER F:

COVERAGES

CERTIFICATE NUMBER: 1519793494

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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
C	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER			BCS2000426	3/14/2024	10/1/2024	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ Excluded PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COM/OP AGG \$ 4,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			BAP106300605	10/1/2023	10/1/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WC106300505	10/1/2023	10/1/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / 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 12 19 and CG 20 37 12 19
 GL Additional Insured State-Permits Form #CG 20 12 12 19
 GL Primary and Non-Contributory Form #CG 20 01 12 19
 GL Waiver of Subrogation Form #CG 24 04 12 19
 GL Per Project Form #GLS-332s 01 12
 See Attached...

CERTIFICATE HOLDER**CANCELLATION**

Onyx Paving Company, Inc. 2890 E. La Cresta Ave. Anaheim CA 92806	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
---	---

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**State of California
Secretary of State**

6

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

G076477

FILED

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

OCT-01 2018

1. CORPORATE NAME
ONYX PAVING COMPANY, INC.

2. CALIFORNIA CORPORATE NUMBER
C1859078

This Space for Filing Unit Only

No Change Statement (Not applicable if agent address of record is a P.O. Box address. See instructions.)
 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 6 cannot be P.O. Boxes.)

4. STREET ADDRESS OF PRINCIPAL EXECUTIVE OFFICE 2890 E. LA CRESTA AVE., ANAHEIM, CA 92806	CITY	STATE	ZIP CODE
6. STREET ADDRESS OF PRINCIPAL BUSINESS OFFICE IN CALIFORNIA, IF ANY 2890 E. LA CRESTA AVE., ANAHEIM, CA 92806	CITY	STATE	ZIP CODE
8. MAILING ADDRESS OF CORPORATION, IF DIFFERENT THAN ITEM 4	CITY	STATE	ZIP CODE

Names and Complete Addresses of the Following Officers (The corporation must list 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/ COREY KIRSCHNER	ADDRESS 2890 E. LA CRESTA AVE., ANAHEIM, CA 92806	CITY	STATE	ZIP CODE
8. SECRETARY COREY KIRSCHNER	ADDRESS 2890 E. LA CRESTA AVE., ANAHEIM, CA 92806	CITY	STATE	ZIP CODE
9. CHIEF FINANCIAL OFFICER/ COREY KIRSCHNER	ADDRESS 2890 E. LA CRESTA AVE., ANAHEIM, CA 92806	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.)

10. NAME COREY KIRSCHNER	ADDRESS 2890 E. LA CRESTA AVE., ANAHEIM, CA 92806	CITY	STATE	ZIP CODE
11. NAME	ADDRESS	CITY	STATE	ZIP CODE
12. NAME	ADDRESS	CITY	STATE	ZIP CODE

13. NUMBER OF VACANCIES ON THE BOARD OF DIRECTORS, IF ANY:

Agent for Service of Process If the agent is an individual, the agent must reside in California and item 15 must be completed with a California street address, a P.O. Box address is not acceptable. If the agent is another corporation, the agent must have on file with the California Secretary of State a certificate pursuant to California Corporations Code section 1505 and item 15 must be left blank.

14. NAME OF AGENT FOR SERVICE OF PROCESS
COREY KIRSCHNER

15. STREET ADDRESS OF AGENT FOR SERVICE OF PROCESS IN CALIFORNIA, IF AN INDIVIDUAL. CITY STATE ZIP CODE
2890 E. LA CRESTA AVE., ANAHEIM, CA 92806

Type of Business

16. DESCRIBE THE TYPE OF BUSINESS OF THE CORPORATION
ASPHALT PAVING SERVICES

17. BY SUBMITTING THIS STATEMENT OF INFORMATION TO THE CALIFORNIA SECRETARY OF STATE, THE CORPORATION CERTIFIES THE INFORMATION CONTAINED HEREIN, INCLUDING ANY ATTACHMENTS, IS TRUE AND CORRECT.

10/01/2018 AFSHIN HAKIM ATTORNEY
DATE TYPE/PRINT NAME OF PERSON COMPLETING FORM TITLE SIGNATURE



State of California
Secretary of State

8

Statement of Information
(Domestic Stock and Agricultural Cooperative Corporations)
FEES (Filing and Disclosure): \$28.00.
If this is an amendment, see instructions.

GB88157
FILED

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

IMPORTANT - READ INSTRUCTIONS BEFORE COMPLETING THIS FORM

JAN-03 2020

1. CORPORATE NAME
ONYX PAVING COMPANY, INC.

2. CALIFORNIA CORPORATE NUMBER
C1659078

This Space for Filing Use Only

No Change Statement (Not applicable if agent address of record is a P.O. Box address. See instructions.)

3. 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	CITY	STATE	ZIP CODE
5. STREET ADDRESS OF PRINCIPAL BUSINESS OFFICE IN CALIFORNIA, IF ANY	CITY	STATE	ZIP CODE
6. MAILING ADDRESS OF CORPORATION, IF DIFFERENT THAN ITEM 4	CITY	STATE	ZIP CODE

Name 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
9. CHIEF FINANCIAL OFFICER	ADDRESS	CITY	STATE	ZIP CODE

Name and Complete Addresses of All Directors, Including Directors Who are Also Officers (The corporation must have at least one director. Attach additional pages, if necessary.)

10. NAME	ADDRESS	CITY	STATE	ZIP CODE
11. NAME	ADDRESS	CITY	STATE	ZIP CODE
12. NAME	ADDRESS	CITY	STATE	ZIP CODE

13. NUMBER OF VACANCIES ON THE BOARD OF DIRECTORS, IF ANY:

Agent for Service of Process If the agent is an individual, the agent must reside in California and item 15 must be completed with a California street address, a P.O. Box address is not acceptable. If the agent is another corporation, the agent must have on file with the California Secretary of State a certificate pursuant to California Corporations Code section 1605 and item 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. DESCRIBE THE 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

DATE TYPE/PRINT NAME OF PERSON COMPLETING FORM TITLE SIGNATURE

California Environmental Protection Agency
Air Resources Board

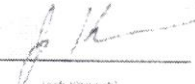
January 1, 2024

**CERTIFICATE OF REPORTED COMPLIANCE
OFF-ROAD DIESEL VEHICLE REGULATION**

is issued to

ONYX PAVING COMPANY, INC.

This certificate indicates that the fleet listed above has reported off-road diesel vehicles to the California Air Resources Board and has certified they are in compliance with title 13 CCR, section 2449. All applicable vehicles owned by the individual, company, or agency must be reported and labeled, as specified in Section 2449, with all possible completeness. else this certificate is null and void **Certificate expires 2/28/2025**



Jack Kitawaki
Chief, Mobile Source Control Division
California Air Resources Board

Off-road Diesel Fleet Identification

2694

To verify the authenticity of this certificate, enter its number at
http://www.arb.ca.gov/doors/compliance_cert1.html



Dennis Acuna, P. E., T. E.
Director of Transportation

COUNTY OF RIVERSIDE

TRANSPORTATION AND LAND MANAGEMENT AGENCY

Hector D. Davila, P.E.
*Deputy for Transportation
Capital Projects*

Russell Williams
*Deputy for Transportation
Planning and Development*

Transportation Department

ADDENDUM NUMBER 1

Dated August 13, 2024

to the
Specifications and Contract Documents
for the construction of

**Grand Avenue Sidewalk Improvements
Adelfa Street to Blackwell Boulevard, and
Brechtel Street to Corydon Road
Community of Lakeland Village
Project No. D2-0069, D3-0085**

Bids Due: **Wednesday, August 21, 2024; 2:00 p.m.**
14th Street Transportation Annex
3525 14th Street; Riverside, CA 92501
(951) 955-6780

This Addendum is issued pursuant to the Instructions to Bidders, Item No. 8, of the Contract Documents for the reference project. This Addendum is issued as a supplement to the specification and special provisions for the referenced project. The revisions to the specifications shall become a part of the Contract Documents, and each bidder shall acknowledge receipt thereof on the Bid (Proposal). Bidders are directed to sign this addendum as acknowledged and attach the signed addendum to the contractor's submitted proposal.

Note: During the advertisement period of this project, this document and attachments (if any) are available upon request at the office of the Transportation Department, and are available as a free download at the Transportation Department's website:

<https://trans.rctlma.org/notices-inviting-bids>

MODIFICATIONS / CLARIFICATIONS TO SPECIAL PROVISIONS:

Item 1: Prosecution and Progress. Refer to Section 80-15, "Prosecution and Progress," on page 2 and 3 of the special provisions. The following special provisions are added and made a part hereby:

The County anticipates to award the construction contract by December 2024; however, the County will delay issuing the Notice to Proceed with construction (NTP) until or after March 2025.

The contractor shall consider this NTP delay when preparing their bids and when planning their construction activities.

Addendum No. 1

Grand Avenue Sidewalk Improvements, Adelfa Street to Blackwell Boulevard, and Brechtel Street to Corydon Road
Community of Lakeland Village, Project No. D2-0069, D3-0085

August 13, 2024

Page 2 of 3

Item 2: Rolling Gate Detail. Refer to Section 80-15, Existing Fences – “Reconstruct Existing Chainlink Fence / Gates”, on page 57 and 58 of the special provisions, and bid item No. 31, Reconstruct Fence [Chainlink Rolling Gate – Height 5' Min. and Width per Plan].

The following special provisions are added to Section 80-15, and made a part hereby:

Rolling gates shall also be reconstructed in conformance with Rolling Gate Detail added by Attachment “A” and made a part hereby.

ATTACHMENTS

A – Rolling Gate Detail (1 page)

Addendum No. 1

Grand Avenue Sidewalk Improvements, Adelfa Street to Blackwell Boulevard, and Brechtel Street to Corydon Road
Community of Lakeland Village, Project No. D2-0069, D3-0085

August 13, 2024

Page 3 of 3

This addendum has been prepared under the direction of the following registered Civil Engineer(s):

Recommended by:

Mike Heath

Mike Heath, PE
Engineering Project Manager



Concurrence:

Cesar Tolentino

Cesar Tolentino, PE
Engineering Division Manager

Acknowledged:

[Signature]

COREY R. KIRSCHNER -
CEO, PRES, VP, SEC, TREA.

Date: 8/13/2024

ONYX PAVING COMPANY, INC. (Contractor)

JRJ:jj:rr

Note: Refer to Instruction to Bidders Item No. 8, "Addenda". Submission of all addendum pages and non-bidding document attachments of addendum are not necessary for Bid submittal. Submittal of this acknowledgement page is adequate for Bid reception. Bidders are reminded to list addendum number(s) received on the first page of the Bid form (Proposal).

SPECIFICATIONS and CONTRACT DOCUMENTS
for the
CONSTRUCTION
of

Grand Avenue Sidewalk Improvements
Adelfa Street to Blackwell Boulevard, and
Brechtel Street to Corydon Road
Community of Lakeland Village
Project No. D2-0069, D3-0085



TRANSPORTATION DEPARTMENT

General

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* **Note:** See the first page of this document description for a detailed Table of Contents.

General

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* **Note:** See the first page of this document description for a detailed Table of Contents.

Notice to Bidders

County of Riverside, herein called Owner, invites sealed proposals for:

**Grand Avenue Sidewalk Improvements
Adelfa Street to Blackwell Boulevard, and
Brechtel Street to Corydon Road
Community of Lakeland Village
Project No. D2-0069, D3-0085**

Bid shall be delivered to the County of Riverside Transportation Department, 14th Street Annex, 3525 14th Street, Riverside, California 92501, telephone (951) 955-6780 not later than 2:00 p.m., on Wednesday, **August 21, 2024** to be promptly opened in public at said address. Each bid shall be in accordance with plans, specifications and other contract documents, dated **July 2024**, and prepared by County of Riverside, whose address is same as the above, from whom a digital set of documents (bid book and plans) may be obtained upon request, at no cost, or a printed set of bidding documents with 22" x 34" size plans may be obtained upon request for a nonrefundable fee of **\$25.00** per set, plus mailing costs. Email request of bidding documents, with company and contact information, to **Bids-Contracts@riveco.org** and reference this project (or contact the address or telephone number above).

Pursuant to Labor Code section 1771.1, any Contractor bidding, or subcontractor to be listed on a bid proposal subject to Public Contract Code section 4104, shall not be qualified to bid after March 1, 2015, unless currently registered and qualified to perform public works pursuant to Labor Code section 1725.5. No Contractor or subcontractor may be awarded a contract or perform work on any contract for public work, after April 1, 2015, without proof of current registration with the Department of Industrial Relations pursuant to Labor Code section 1725.5 to perform public works.

The County of Riverside, in accordance with Title VI of the Civil Rights Act of 1964 (78 Stat. 252) and the Regulations of the Department of Commerce (15 C.F.R., Part 8) and related statutes, issued pursuant to such Act, hereby notifies all bidders that minority businesses will be afforded full opportunity to submit bids, and it will affirmatively insure that the contract entered into pursuant to this advertisement will be awarded to the lowest responsible bidder without discrimination on the grounds of race, color, sex, national origin, religion, age, or disability.

The Contractor is required to have a Class "A" license at the time of bid submission.

Engineering Estimate:	\$ 1,150,000 - \$ 1,350,000	(Base Bid Schedule 1)
	\$ 20,000 - \$ 23,500	(Alternative Bid Schedule 1)
	\$ 535,000 - \$ 625,000	(Base Bid Schedule 2)
	\$ 4,500 - \$ 5,250	(Alternative Bid Schedule 2)

Bid Bond	10 %
Performance Bond	100 %
Payment Bond	100 %
Working Days	50

Website: <https://trans.rctlma.org/notices-inviting-bids>

Instructions to Bidders

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Instructions to Bidders

The Bidder's attention is directed to the provisions in Standard Specifications Section 2, "Bidding" and the Contract Documents, including the Plans and the Special Provisions, for the requirements and conditions which the Bidder must observe in the preparation of and the submission of the Bid.

In compliance with the Americans with Disabilities Act, persons with disabilities may request for assistance and reasonable accommodations (including auxiliary aids and services at no cost) to participate in the pre-bid meeting (if scheduled and as designated in the Notice to Bidders) or bid opening meeting (as scheduled in the Notice to Bidders). The physical location of the pre-bid meeting and bid opening is accessible to persons with disabilities. If assistance is needed, please contact the Project Development Division at 951-955-6780 or rjimenez@rivco.org at least 3 business days before the scheduled event.

In compliance with Title II of the Americans with Disabilities Act (ADA), the County of Riverside does not discriminate on the basis of disability in admission to, access to, or operations of its programs, services or activities. It is committed to ensuring that its programs, services and activities are fully accessible to and usable by people with disabilities.

To accommodate persons with disabilities, documents in this Bid Book are available in alternate formats upon request.

1. Inspection of Site

Bidder's attention is directed to Standard Specifications Section 2-1.07, "Job Site and Document Examination." Bidders must examine the site and acquaint themselves with all conditions affecting the work. By making and submitting a bid, a Bidder warrants that he has made such site examination as the Bidder deems necessary for the condition of the site, its accessibility for materials, workmen and utilities, and for the ability to protect existing surface and subsurface improvements. No claim for allowances, time or money, will be allowed as to such matters.

2. Bidder's Bid Form

The Bid must be made on the Bid forms, which are included in the Contract Documents, and must be completely filled in, dated and signed. Signature(s) provided by the Bidder must be from an authorized officer or agent (see Bidder Data and Signature sheets).

If provision is made for alternate bid schedule(s), all bid schedules must be bid, unless otherwise instructed in the Special Provisions.

All Bid forms shall be obtained from the Riverside County Transportation Department, 3525 14th Street, Riverside, California 92501.

3. Bid Bond

All Bidders are required to use the bond form found in the Bid Book's "B" pages; the form is titled "Bid Bond."

The Bid must be accompanied by a 10% Bid Bond using the form provided in the Bid Book, or a certified check, or cashier's check payable to the order of "County of Riverside," in an amount not less than 10% of the bid amount, inclusive of alternate bid schedule(s). Submitted Bid Bond form must be completely filled in, sealed, dated and signed. Signatures on the Bid Bond must be notarized. Bond shall be provided with an executed Power of Attorney issued by the surety.

4. Non-Collusion Declaration

In conformance with Public Contract Code §7106, a Non-Collusion Declaration is included in the Bid. Bidder Declaration must be submitted using the form provided in the Bid Book and it must be completely filled in, dated and signed. Signatures on the Non-Collusion Declaration must be notarized.

5. Additional Bidding Forms

A. Iran Contracting Act, Certification or Exemption

The Department of General Services has published a list of companies who are prohibited from contracting with public entities in California as required by Public Contract Code §2200 through §2208.

The Iran Contracting Act Certification/Exemption form is included in the Bid Book. For projects estimated or Bid, in the amount of \$1,000,000 or more, Bidder must completely fill in, date, sign and submit this form with the Bid documents.

B. Opt Out of Payment Adjustments for Price Index Fluctuations

Bidder's attention is directed to Standard Specifications Section 2-1.31, "Opt Out of Payment Adjustments for Price Index Fluctuations."

To "Opt Out" the "Opt Out of Payment Adjustment for Price Index Fluctuations" form provided in the Bid Book must be completely filled in, dated, signed, and submitted with the Bid documents. If this form is not submitted with the Bid documents, or if this form is not completely filled in, dated, signed, and submitted when the Bid documents are due, Bidder shall be subject to the Payment Adjustments for Price Index Fluctuations set forth in Standard Specifications Section 9-1.07 "Payment Adjustments for Price Index Fluctuations."

C. Bidder Certification on Federal Contract Requirements

Bidder Certification on Federal Contract Requirements must be submitted using the form provided in the Bid Book and it must be completely filled in, signed, and dated.

The County of Riverside was provided funding from the federal government's American Rescue Plan Act (ARPA). To be considered for award of the Contract, bidder must comply with the Federal Provisions set forth in the Appendices section. In the Federal Provisions attachment, all references therein to "Subrecipient" shall be understood to refer to Contractor/Bidder.

6. Interpretation of Documents

Discrepancies, errors, omissions, ambiguities, requirements likely to cause disputes between trades and similar matters must be promptly brought to the attention of the County in writing. When appropriate, addenda will be issued by the County.

If the Bidder requires clarification or interpretation of the bidding Contract Documents, the Bidder must make a written request to the County by a Request for Information (RFI). All RFIs must be submitted in writing between the hours of 8:00 a.m. and 5:00 p.m. , Monday through Friday (except County-overserved holidays), up to, including and no later than the fifth (5th) business day prior to the bid closing deadline, by hand delivery, mail, fax or electronic mail. The County will not respond to RFIs submitted after that time, unless the County determines at its sole discretion that it is in the best interest of the public and the County to do so. RFIs should be addressed and sent to:

County of Riverside
Transportation Department
Attention: Contracts/Bidding Unit
3525 14th Street
Riverside, CA 92501

Facsimile: (951) 955-3164
Electronic mail: jrjimenez@rivco.org
and/or
Bids-Contracts@rivco.org

Any communication by anyone as to RFIs and other project document inquiries, except by Addenda, does not affect the meaning or requirements of the Contract Documents.

7. Quantities

The amount of work to be done and/or materials to be furnished under the Contract, as shown in the Bid form, are merely estimates and are not to be taken as an expressed or implied statement that the actual amount of work or materials will correspond to the estimate.

County reserves the right to increase, decrease or entirely eliminate any items from the work and/or materials to be furnished.

Bidders are cautioned against the unbalancing of their bid by prorating project overhead costs only into one, two, or few items when there are various items listed in the bid schedule(s).

8. Addenda

County reserves the right to issue Addenda to the Contract Documents at any time prior to the scheduled bid opening date and time. Each potential Bidder must provide the County his company name, contact name, phone number, facsimile number, electronic mail address and company address for the purpose of receiving Addenda.

To be considered responsive, the Bid must list and take into account all issued Addenda.

In addition to listing the acknowledged addenda (if any) on the Bid, Bidders should submit each addendum's acknowledgement signature page and attach each one to the Bid. Attaching all addenda pages and attachments (if any) to the Bid submittal is not necessary for Bid submittal. All Addenda is a component of the Contract Documents.

9. License

To be considered for award of the Contract, a Bidder must have the necessary license(s) required under provisions of the California Business and Professions Code for the scope of work covered in the Contract Documents at the time of bid submission. This includes Joint Ventures.

Each item of work will be performed by a Contractor that is qualified and properly licensed for that work.

Pursuant to California Labor Code §3099, certification is required for all persons who perform work as electricians for Contractors licensed as Class C10 "Electrical Contractor." Proof of certification must be provided to the County before the start of construction.

10. Contract Participation

County encourages general and prime Contractors to solicit competitive subcontracting, trucking and supplier opportunities to minority, women, disabled veteran, and small business firms where possible, in their contracting and procurement activities with the County.

Section 3-1.08, "Small Business Participation Report," of the Standard Specifications is deleted.

11. Subletting, Subcontracting, and Subcontractor List

General

Attention is directed to General Conditions Section 12, "Subcontracting."

Pursuant to Public Contract Code § 4100 et seq., "Subletting and Subcontracting Fair Practices Act," Bidders are required to list each subcontractor who will perform work, provide labor, or render services in or about the construction of work or improvement or a subcontractor who specifically fabricates and installs a portion of the work or improvement according to the details contained in the Plans and Specifications. The Subletting and Subcontracting Fair Practice Act applies to all phases of the work.

Subcontractor List

The Bidder must submit a Subcontractor List when subcontracting is utilized. Subcontractor List must be on the form contained in the Bid Book.

Section 2-1.10, "Subcontractor List" of the Standard Specifications is deleted and replaced with the following:

Bidder must list each subcontractor to perform work, labor or render service in or about the construction in an amount in excess of 1/2 of 1 percent of the total bid or \$10,000, whichever is greater (Public Contract Code § 4100 et seq.).

Pursuant to Public Contract Code § 6109 et seq., the Contractor shall not perform work on a project with a subcontractor who is ineligible to perform work on the project pursuant to Labor Code § 1777.1 or 1777.7.

The Subcontractor List must show the business name, business address, license number, DIR registration number and work portions to be performed by each subcontractor listed. Work portions must be identified by bid item number and description for each subcontractor listed. The percentage of work to be performed by all listed subcontractors must be written on the bottom of the Subcontractor List form.

An inadvertent error in listing the license number will be processed as required by Public Contract Code § 4104 (a) (2). If partial work is to be performed within a certain construction item or trade, the Bidder/Contractor shall specify the portions of the work to be performed by the different subcontractors or the directive under Public Contract Code § 4106 shall apply.

Each designated item of work will be performed by a Contractor who is qualified and properly licensed for that listed item of work.

Omission or failure to list a subcontractor for a portion of the work means that the prime Contractor will do that portion of the work (Public Contract Code § 4106).

The County may request additional information to verify submitted Subcontractor List information and for total and/or individual subcontracted percentage amounts. Bidder must provide this information within three (s) business days after the bid opening date.

Penalties

The Bidder's attention is directed to other provisions of the Subletting and Subcontracting Fair Practices Act related to the imposition of penalties for failure to observe its provisions by utilizing unauthorized subcontractors or by making unauthorized substitutions.

Clerical error

After the Bid Opening, inadvertent subcontractor designation clerical error(s) will be processed as required by Public Contract Code § 4107.5 and as required by Labor Code §1771.1 (c) for subcontractors who are not registered with the DIR.

12. Registration with the Department of Industrial Relations (DIR)

Attention is directed to:

- Notice to Bidder's regarding Labor Code requirements
- General Conditions Section 8, "Labor Code"

No Contractor may submit a bid nor a subcontractor be listed on a bid (submitted on or after March 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code § 1725.5 or excepted from this requirement for bid purposes only under Labor Code § 1771.1(a).

No Contractor or subcontractor may be awarded a Contract (awarded on or after April 1, 2015) or perform work on any contract for public work unless registered with the Department of Industrial Relations pursuant to Labor Code Section 1725.5.

This project is subject to compliance monitoring and enforcement by the DIR.

13. Hours of Work

Attention is directed to Section 8-1.05, "Time" and Section 7-1.02K(5), "Working Hours" of the Standard Specifications.

Daily working hours will be between the hours of **7:00 a.m. and 6:00 p.m.**, Monday through Friday, except County-overserved holidays, or as revised in the Special Provisions, and as approved by the Engineer. Exceptions and specific work schedules must be submitted in writing to the Engineer for consideration.

14. Alternate Bid Schedules

If the Bid includes bid items listed under a Base Bid Schedule and one or more Alternate Bid Schedules, the following will apply:

The County may award only the items of work listed on the Base Bid Schedule, or may choose to award some or all of the Alternate Bid Schedules in addition to the Base Bid Schedule. Unless otherwise specified, the basis of the selection of the lowest bid will be the lowest responsive and responsible bid for the sum of all Bid Schedules.

If the Bid includes bid items listed under two or more Alternate Bid Schedules with no Base Bid Schedule, the following will apply:

This project contains Alternate Bid Schedules that may or may not be mutually exclusive, as described elsewhere in the bid documents. The County may award the items of work listed on one or more of the Alternate Bid Schedules. In the case of mutually exclusive Alternate Bid Schedules, only one of the Alternate Bid Schedules will be selected for award. Unless otherwise specified, the basis of the selection of the lowest bid will be the lowest responsive and responsible bid for the sum of all Bid Schedules.

The County reserves the right to reject all bids received.

15. Bids

No Bidder may withdraw their bid for a period of ninety (90) calendar days after the bid opening.

The County publicly opens and reads bids at the time and place shown on the Notice to Bidders.

Bids are required for the entire work, including all alternate bid schedules, if applicable, unless otherwise explicitly allowed in the bid documents. The amount of the bid, for comparison purposes, will be the total of all items. The total of unit basis items will be determined by extension of the item price bid on the basis of the estimated quantity set forth for the item.

The Bidder must set forth for each item of work in clearly legible figures, an item price and a total for the item in the respective spaces provided for this purpose. In the case of unit basis items, the amount set forth under the "Total" column will be the extension of the item price bid on the basis of the estimated quantity for the item.

In the case of a discrepancy between the unit price and the total set forth for a unit basis item, the unit price will prevail, in (1) or (2), as follows:

1. If the amount set forth as a unit price is unreadable or otherwise unclear, or is omitted, or is the same as the amount as the entry in the item "Total" column, then the amount set forth in the item "Total" column for the item shall be divided by the estimated quantity for the item and the price thus obtained will be the unit price.

2. (Decimal Errors) If the product of the entered unit price and the estimated quantity is exactly off by a factor of ten, one hundred, etc., or one-tenth, or one-hundredth, etc. from the entered total, the discrepancy will be resolved by using the entered unit price or item total, whichever most closely approximates percentage-wise the unit price or item total in the County's final estimate of cost.

If both the unit price and the item total are unreadable or otherwise unclear, or are omitted, the bid may be deemed irregular. Likewise if the item total for a Lump Sum item is unreadable or otherwise unclear, or is omitted, the bid may be deemed irregular unless the project being bid has only a single item and a clear, readable total bid amount is provided.

Symbols such as commas and dollar signs will be ignored and have no mathematical significance in establishing any unit price or item total or Lump Sums. Written unit prices, item totals and Lump Sums will be interpreted according to the number of digits and, if applicable, decimal placement. Cents symbols also have no significance in establishing any unit price or item total since all figures are assumed to be expressed in dollars and/or decimal fractions of a dollar.

Bids on Lump Sum items shall be item totals only; if any unit price for a Lump Sum item is included in a bid and it differs from the item total, the items total shall prevail.

The foregoing provisions for the resolution of specific irregularities cannot be so comprehensive as to cover every omission, inconsistency, error or other irregularity which may occur in a bid. Any situation not specifically provided for will be determined in the discretion of the County, and that discretion will be exercised in the manner deemed by the County to best protect the public interest in the prompt and economical completion of the work. The decision of the County respecting the amount of a bid, or the existence or treatment of an irregularity in a bid, including determination of non-responsiveness, shall be final.

The County hereby reserves the right to reject any and all bids, to waive any irregularity, and to award the Contract to other than the lowest Bidder.

16. Like Bid Items

The Bidder is advised that the items of work may be grouped into bid schedules, and that certain bid items may be listed in more than one bid schedule, and listed with different bid item numbers, and the following will apply thereto:

The Bidder is directed to submit the same bid amount for all bid items that are listed with the same item code and item description. Said bid items are referred to herein as "Like Bid Items."

"Like Bid Items" will be considered a single bid item for purposes of calculating increased and decreased quantities, and as otherwise applicable in Section 4-1.05, "Changes and Extra Work" of the Standard Specifications.

The following are not subject to this bidding requirement:

1. Bid items with the same item code but different item descriptions.
2. Bid items that are measured as "Lump Sum" or "Force Account."

For this project, Alternate Bid Schedules are subject to "Like Bid Items" requirements. Refer to bid proposal pages for Base Bid Schedules and Alternate Bid Schedules that include Like Bid Items.

In the event that a Bidder submits different unit bid amounts for "Like Bid Items," as described above, the bid will be corrected by applying the lowest of the unit bid amounts to all the respective "Like Bid Items."

17. Contract Documents

The complete Contract Documents are identified in the Contract. Potential Bidders are cautioned that the successful Bidder incurs duties and obligations under all of the Contract Documents and that they should not merely skim and hastily review the Plans and Specifications in making their bid.

18. Submission of Bidder's Bid

A Bidder's Bid must be submitted in a sealed opaque envelope that clearly identifies the Bidder's name and the project name. Bids must be received before the scheduled date and time at the location set forth in the Notice to Bidders and may be withdrawn only as stated in the Bid. Bids must be completed in ink.

19. Qualifications of Bidders

No award will be made to any Bidder who cannot give satisfactory assurance to the Board of Supervisors as to his own ability to carry out the Contract, both from his financial standing and by reason of his previous experience as a Contractor on work of the nature contemplated in the Contract. The Bidder may be required to submit his record of work of similar nature to that proposed under these specifications and unfamiliarity with the type of work may be sufficient cause for rejection of bid.

20. Award of Contract

The Bidder's attention is directed to the provisions in these Instructions to Bidders for the requirements and conditions concerning award and execution of Contract.

Section 3-1.04, "Contract Award" of the Standard Specifications is deleted.

Section 3-1.02B, "Tied Bids" introduction sentence, "The Department breaks a tied bid with a coin toss except:" is deleted and replaced with:

"The County may select one of any number of tied bids by its desired choice (Public Contract Code § 22038.b) and:"

The award of the Contract, if it be awarded, will be to the lowest responsible Bidder whose bid complies with all the requirements prescribed.

The County reserves the right to reject all bids received.

Acceptance, by the governing body of the County by resolution or minute order at a meeting regularly called and held, of a Bid constitutes an award of the Contract and the execution of the Contract is a written memorial thereof.

The County will submit the Contract Documents to the low responsive and responsible Bidder for execution prior to award utilizing the following procedures and requirements:

- A. A Bidder whose Bid is accepted must execute the formal construction Contract with the County, similar to the form attached hereto as a sample, and must return said Contract, together with approved Performance Bond and Payment Bond and with complete evidence of insurance as required elsewhere herein, including executed additional insured endorsements and waivers of subrogation, within ten (10) business days from the date of the Notice of Acceptance of Bid and Intent to Award as issued by the Transportation Department. All submittals must meet the requirements of the bid documents. Corrections, if required, must be made and the revised documents must be resubmitted within two (2) business days of Contractor's receipt of review comments.
- B. The bonds and insurance documentation must be submitted in accordance with the Contract Document requirements prior to submission to the County of Riverside Board of Supervisors for award by the Transportation Department and prior to the performance of any work under the Contract.
- C. If a Bidder to whom a Notice of Acceptance of Bid and Intent to Award has been issued, fails or refuses to sign a construction Contract, or to furnish the bonds or insurance certificates and endorsements as required within the prescribed period of time as described above, the County may, at its sole discretion, rescind the Notice of Acceptance, and the bid guarantee submitted by that Bidder will become the property of the County as prescribed in the bid documents and as allowed by law.
- D. If it is in the best interest of the County, the County reserves the right to award the Contract prior to execution by the Contractor. Thereafter, County will mail or deliver the County signed Contract to the awarded Contractor for execution and return.

Bid Protest

Any Bidder submitting a bid to County may file a protest of the County's proposed Award of the Contract provided that each and all of the following are complied with:

1. The bid protest is in writing.
2. The bid protest is filed with and received by County of Riverside Transportation and Land Management Agency at the following address:

County of Riverside
Transportation Department
Attention: Contracts/Bidding Unit
3525 14th Street
Riverside, CA 92501

Facsimile: (951) 955-3164
Electronic mail: jrjimenez@rivco.org

3. The bid protest is filed with and received not more than five (5) calendar days following the date of issuance of the Notice of Intent to Award. Notice of Intent to Award letter is posted on the County of Riverside Transportation Department website along with the project bid summary. URL for this webpage is <http://rctlma.org/trans/Contractors-Corner/Bid-Summaries>. Failure to timely file and serve the bid protest as aforesaid shall constitute grounds for the County's denial of the bid protest without consideration of the grounds stated therein.
4. The written bid protest sets forth, in detail, all grounds for the bid protest, including without limitation all facts, supporting documentation, legal authorities and argument in support of the grounds for the bid protest. Any grounds not set forth in the bid protest shall be deemed waived. All factual contentions must be supported by competent, admissible and credible evidence. Any bid protest not conforming to the foregoing shall be rejected as invalid.
5. Provided that a bid protest is filed in conformity with the foregoing, the Director of TLMA, or such individual(s) as may be designated by the Director in his discretion, shall review and evaluate the basis of the bid protest, and shall provide a written decision to the Bidder submitting the bid protest, either concurring with or denying the bid protest. The written decision of the Director or his designee shall be final, unless overturned by the Board of Supervisors.

21. Payment and Performance Bonds

The County requires a 100% Payment Bond and 100% Performance Bond from the successful Bidder. All bonds must be on County's forms contained in the Bid Book.

The bonds must be underwritten by a Surety Company, which is admitted to transact the business of insurance in the State of California, and which carries a rating in the current issue of Best's Insurance Guide of "A" or better with a financial size of at least "VIII". If a California admitted surety issuing bonds does not meet these requirements, the surety will be considered qualified if it is in conformance with Section 995.660 of the California Code of Civil Procedure, and proof of such is provided to the County. The bond forms included in the Bid Book must be used. All signatures on the bonds must be notarized. Bonds must be provided with an executed Power of Attorney issued by the Surety.

22. Return of Bid Guarantee

Standard Specification Section 3-1.19, "Bidder's Securities" is deleted.

Bid bonds will not be returned unless specifically requested by the Bidder in writing. Any submitted negotiable securities of unsuccessful Bidders will be returned by mail within 30 days of the award of a contract to the successful Bidder. Any submitted negotiable security of the successful Bidder will be returned by mail within 30 calendar days of acceptable receipt of executed Contract, certificate of insurance, Performance Bond and Payment Bond.

23. Submission of Insurance Certificate and Endorsements

Attention is directed General Conditions Section 4, "Insurance and Hold Harmless."

Within ten (10) working days of the date of the Notice of Acceptance of Bid and Intent to Award issued by the County, the successful Contractor must submit a certificate of insurance, including required endorsements, which provides evidence that the bidding Contractor has insurance coverage that meets the requirements of General Conditions "Insurance and Hold Harmless" section. Failure to have complete insurance coverage in place and to provide all required certificates and endorsements within the specified ten (10) business day period will be grounds to declare the Bidder as non-compliant with the bid documents, rescinding the Notice of Acceptance, making a claim against the bid bond, and awarding to the second low Bidder, at the sole discretion of the County.

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".

W I T N E S S E T H

Recitals:

1. Contractor has submitted to County his Contractor's Proposal for the construction of County Project, **Grand Avenue Sidewalk Improvements, Adelfa Street to Blackwell Boulevard, and Brechtel Street to Corydon Road, Community of Lakeland Village, Project No. D2-0069, D3-0085**, 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, (l) The Plans, (m) Addenda **(One)**, (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.

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 fifteen (15) 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.

**Grand Avenue Sidewalk Improvements
Adelfa Street to Blackwell Boulevard, and
Brechtel Street to Corydon Road
Community of Lakeland Village
Project No. D2-0069, D3-0085**

Contract

ITEM No.	ITEM CODE	ITEM	Like Bid Items	UNIT	ESTIMATED QUANTITY	ITEM PRICE (IN FIGURES)	TOTAL (IN FIGURES)
BASE BID SCHEDULE 1 - Grand Avenue Sidewalk Improvements Project – Adelfa Street to Blackwell Boulevard							
1	066100	*DUST ABATEMENT		LS	1	7,000.00	7,000.00
2	100100	DEVELOP WATER SUPPLY		LS	1	2,000.00	2,000.00
3	120100	TRAFFIC CONTROL SYSTEM		LS	1	157,884.00	157,884.00
4	130200	PREPARE WATER POLLUTION CONTROL PROGRAM		LS	1	8,000.00	8,000.00
5	170103	CLEARING AND GRUBBING		LS	1	72,000.00	72,000.00
6	015602	FUNDING AWARENESS SIGN	Like 1	EA	2	2,200.00	4,400.00
7	015716	REMOVE PAINTED AND/OR THERMOPLASTIC TRAFFIC STRIPE, PAVEMENT MARKINGS, AND PAVEMENT MARKERS		LS	1	8,000.00	8,000.00
8	190101 (F)	ROADWAY EXCAVATION	Like 2	CY	700	120.00	84,000.00
9	198050	EMBANKMENT		LS	1	28,000.00	28,000.00
10	390132	HOT MIX ASPHALT (TYPE A)	Like 3	TON	1,400	121.00	169,400.00
11	394075	PLACE HOT MIX ASPHALT DIKE (TYPE D) [INCLUDING TRANSITIONS PER PLAN]		LF	150	50.00	7,500.00
12	394090	PLACE HOT MIX ASPHALT (MISCELLANEOUS AREA) [PRIVATE PROPERTY TIE-IN 4-INCH THICK]		SQYD	90	72.00	6,480.00
13	710120	REMOVE DRAINAGE FACILITY [ABONDON INLET]		EA	1	4,500.00	4,500.00
14	153249	REMOVE CONCRETE (MISCELLANEOUS) [REMOVE CONCRETE WALL]		LS	1	7,500.00	7,500.00
15	731521	MINOR CONCRETE (SIDEWALK) [CRS 401]	Like 4	SQFT	7,000	12.00	84,000.00
16	731516	MINOR CONCRETE (DRIVEWAY) (CRS 207 MODIFIED PER DETAIL ON PLAN)		SQFT	1,200	16.00	19,200.00
17	017305	MINOR CONCRETE (CURB AND GUTTER) (CRS 201)		LF	1,325	89.00	117,925.00

Contract (Continued)

ITEM No.	ITEM CODE	ITEM	Like Bid Items	UNIT	ESTIMATED QUANTITY	ITEM PRICE (IN FIGURES)	TOTAL (IN FIGURES)
BASE BID SCHEDULE 1 - Grand Avenue Sidewalk Improvements Project – Adelfa Street to Blackwell Boulevard (Continued)							
18	731502	MINOR CONCRETE (MISCELLANEOUS CONSTRUCTION) [RETAINING CURB - HEIGHT 1' MAX.]		LF	1,400	48.00	67,200.00
19	731502	MINOR CONCRETE (MISCELLANEOUS CONSTRUCTION) [WEDGE CURB CRS 202A]		LF	160	43.00	6,880.00
20	731502	MINOR CONCRETE (MISCELLANEOUS CONSTRUCTION) [CURB AND GUTTER TRANSITION PER DETAIL ON PLAN]		LF	120	89.00	10,680.00
21	731502	MINOR CONCRETE (MISCELLANEOUS CONSTRUCTION) [DRIVEWAY TIE-IN 6-INCH]		SQFT	140	27.00	3,780.00
22	017317	MINOR CONCRETE (CROSS-GUTTER AND SPANDREL) [CRS 209 AND 210 PER DETAILS ON PLAN]		SQFT	2,250	24.00	54,000.00
23	017315	MINOR CONCRETE (CURB RAMP) (CRS 403 - CASE A) [PER DETAIL ON PLAN]	Like 5	EA	1	9,000.00	9,000.00
24	017316	MINOR CONCRETE (CURB RAMP) (CRS 403 - CASE B) [PER DETAIL ON PLAN]		EA	3	9,000.00	27,000.00
25	731502	MINOR CONCRETE (MISCELLANEOUS CONSTRUCTION) [CONCRETE STEP ACCESS PER PLAN]		EA	2	2,000.00	4,000.00
26	037000	CONSTRUCT PRIVATE DRAIN THROUGH CURB (CRS 310)		EA	2	2,000.00	4,000.00
27	782120	RELOCATE MAILBOX [INSTALL NEW MAILBOX]	Like 6	EA	5	900.00	4,500.00
28	803100	RECONSTRUCT FENCE [CHAINLINK H=5' MIN.]		LF	250	110.00	27,500.00
29	803100	RECONSTRUCT FENCE [CHAINLINK WALK SWING GATE H=5' MIN. AND 4' MIN. WIDTH]		EA	2	5,800.00	11,600.00
30	803100	RECONSTRUCT FENCE [CHAINLINK SWING GATE - HEIGHT 5' MIN. AND WIDTH PER PLAN]		EA	2	9,300.00	18,600.00
31	803100	RECONSTRUCT FENCE [CHAINLINK ROLLING GATE - HEIGHT 5' MIN. AND WIDTH PER PLAN]		EA	2	11,800.00	23,600.00
32	810230 (F)	PAVEMENT MARKER (RETROREFLECTIVE)		EA	365	6.30	2,299.50
33	820250	REMOVE ROADSIDE SIGN [AND SALVAGE SIGN/POST]		EA	6	158.00	948.00
34	820840	ROADSIDE SIGN - ONE POST	Like 7	EA	15	400.00	6,000.00
35	840656 (F)	PAINT TRAFFIC STRIPE (2-COAT)	Like 8	LF	8,200	1.05	8,610.00

Contract

ITEM No.	ITEM CODE	ITEM	Like Bid Items	UNIT	ESTIMATED QUANTITY	ITEM PRICE (IN FIGURES)	TOTAL (IN FIGURES)
BASE BID SCHEDULE 1 - Grand Avenue Sidewalk Improvements Project – Adelfa Street to Blackwell Boulevard (Continued)							
36	840519 (F)	THERMOPLASTIC CROSSWALK AND PAVEMENT MARKING	Like 9	SQFT	320	6.50	2,080.00
37	870400	SIGNAL AND LIGHTING SYSTEM [INSTALL YELLOW REFLECTIVE BACKPLATES AT GRAND/BLACKWELL]		LS	1	12,000.00	12,000.00
38	010602	MISCELLANEOUS WORK (AS DIRECTED)		FA	1	75,000.00	75,000.00

BASE BID
 SCHEDULE 1: One million, one hundred sixty-seven thousand, sixty-six dollars and fifty cents **\$1,167,066.50**
 ITEMS 1 - 38 "WORDS"

ALTERNATIVE BID SCHEDULE 1 - Frontier Facilities Adjustments

39	710212	ADJUST MANHOLE TO GRADE [FRONTIER]	Like 10	EA	3	2,600.00	7,800.00
40	710212	ADJUST MANHOLE TO GRADE (INCLUDING CONSTRUCTING FALSE WORK/CURB AND STEEL PLATE COVER PER DETAIL IN SPECIFICATIONS) [FRONTIER]		EA	1	2,600.00	2,600.00

ALT BID
 SCHEDULE 1: Ten thousand, four hundred dollars and zero cents **\$10,400.00**
 ITEMS 39 - 40 "WORDS"

Contract (Continued)

ITEM No.	ITEM CODE	ITEM	Like Bid Items	UNIT	ESTIMATED QUANTITY	ITEM PRICE (IN FIGURES)	TOTAL (IN FIGURES)
BASE BID SCHEDULE 2 - Grand Avenue Sidewalk Improvements Project – Brechtel Street to Corydon Road							
41	66100	DUST ABATEMENT		LS	1	4,000.00	4,000.00
42	100100	DEVELOP WATER SUPPLY		LS	1	600.00	600.00
43	120100	TRAFFIC CONTROL SYSTEM		LS	1	52,000.00	52,000.00
44	130200	PREPARE WATER POLLUTION CONTROL PROGRAM		LS	1	1,000.00	1,000.00
45	170103	CLEARING AND GRUBBING		LS	1	52,000.00	52,000.00
46	015602	FUNDING AWARENESS SIGN	Like 1	EA	2	2,200.00	4,400.00
47	190101 (F)	ROADWAY EXCAVATION	Like 2	CY	250	120.00	30,000.00
48	198010	IMPORTED BORROW		CY	275	90.00	24,750.00
49	390132	HOT MIX ASPHALT (TYPE A)	Like 3	TON	400	121.00	48,400.00
50	394090	PLACE HOT MIX ASPHALT (MISCELLANEOUS AREA) (AC DRIVEWAY, PRIVATE PROPERTY TIE-IN, AND AC RAMP/CURB TRANSITION) [4-INCH THICK]		SQYD	475	52.00	24,700.00
51	723080	ROCK SLOPE PROTECTION (60 lb, Class II, METHOD B) [1.25' THICK WITH 0.50' THICK FILTER]		CY	10	1,500.00	15,000.00
52	731521	MINOR CONCRETE (SIDEWALK) [CRS 401]	Like 4	SQFT	6,100	12.00	73,200.00
53	017310	MINOR CONCRETE (DRIVEWAY APPROACH) (CRS 207)		SQFT	1,700	16.00	27,200.00
54	017304	MINOR CONCRETE (CURB AND GUTTER) (CRS 200)		LF	1,400	89.00	124,600.00
55	017315	MINOR CONCRETE (CURB RAMP) (CRS 403 - CASE A) [PER DETAIL ON PLAN]	Like 5	EA	1	9,000.00	9,000.00
56	731623	MINOR CONCRETE (CURB RAMP) [MODIFIED CASE CM PER CALTRANS STD. A88B - PER DETAIL ON PLAN]		EA	2	9,000.00	18,000.00
57	011503	UNDERSIDEWALK DRAIN CAST IN PLACE (CRS 309) [MODIFIED REVERSE FLOW - 3' WIDE]		EA	1	14,000.00	14,000.00
58	782120	RELOCATE MAILBOX [INSTALL NEW MAILBOX]	Like 6	EA	12	900.00	10,800.00
59	820610	RELOCATE ROADSIDE SIGN		EA	6	300.00	1,800.00
60	820840	ROADSIDE SIGN - ONE POST	Like 7	EA	1	400.00	400.00
61	840519 (F)	PAINT TRAFFIC STRIPE (2-COAT)	Like 8	LF	320	1.05	336.00

Contract (Continued)

ITEM No.	ITEM CODE	ITEM	Like Bid Items	UNIT	ESTIMATED QUANTITY	ITEM PRICE (IN FIGURES)	TOTAL (IN FIGURES)
BASE BID SCHEDULE 2 - Grand Avenue Sidewalk Improvements Project – Brechtel Street to Corydon Road (Continued)							
62	840519 (F)	THERMOPLASTIC CROSSWALK AND PAVEMENT MARKING	Like 9	SQFT	115	6.50	747.50
63	010602	MISCELLANEOUS WORK (AS DIRECTED)		FA	1	30,000.00	30,000.00

BASE BID
 SCHEDULE 2: Five hundred sixty-six thousand, nine hundred thirty-three dollars and fifty cents **\$566,933.50**
 ITEMS 41 - 63 "WORDS"

ALTERNATIVE BID SCHEDULE 2 - Frontier Facilities Adjustments

64	710212	ADJUST MANHOLE TO GRADE [FRONTIER]	Like 10	EA	1	2,600.00	2,600.00
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ALT BID
 SCHEDULE 2: Two thousand, six hundred dollars and zero cents **\$2,600.00**
 ITEM 64 "WORDS"

PROJECT TOTAL: One million, seven hundred forty-seven thousand dollars and zero cents **\$1,747,000.00**
 ITEMS 1 – 64 "WORDS"

**Grand Avenue Sidewalk Improvements
Adelfa Street to Blackwell Boulevard, and
Brechtel Street to Corydon Road
Community of Lakeland Village
Project No. D2-0069, D3-0085**

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: *Chuck Washington*
CHUCK WASHINGTON
Chair, Board of Supervisors

BY: *[Signature]*

DATED: 11/05/2024

TITLE: Corey Kirschner President
(If Corporation, affix Seal)

ATTEST:
Kimberly A. Rector, Clerk of the Board

ATTEST: *[Signature]*

BY: *[Signature]*
Deputy

TITLE: Jay Kirschner Vice President

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

FORM APPROVED COUNTY COUNSEL
BY: *[Signature]*
DANIELLE D. MALAND

License No.: 630360

Federal Employer Identification Number:
33-0394344

Department of Industrial Relations Registration Number:

1000004798

BY _____
"County"

"Corporation"
(Seal)



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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 Orange)

On September 16, 2024 before me, Leslie Rocha, Notary Public,
Date Here Insert Name and Title of the Officer

personally appeared Corey R. Kirschner
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature Leslie Rocha
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

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: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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 Orange)

On September 16, 2024 before me, Leslie Rocha, Notary Public,
Date Here Insert Name and Title of the Officer

personally appeared Jay Kirschner
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature Leslie Rocha
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

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 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____



ONYX PAVING COMPANY INC
LICENSE # 630360 DIR # 1000004798

**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.

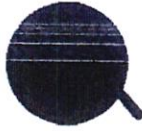
RESOLVED FURTHER, that the Officer is hereby authorized, directed, and empowered to execute and deliver any and all agreements and any and all other documents and instruments, and take such further actions as may be necessary or appropriate, for the consummation of the Project.

RESOLVED FURTHER, that the Officer, in the name of the Corporation, is hereby authorized, directed, and empowered to negotiate, execute and deliver 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 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]



ONYX PAVING COMPANY INC
LICENSE # 630360 DIR # 1000004798

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

Performance Bond

Recitals:

1. **Onyx Paving Company, Inc.** (Contractor) has entered into a Contract with COUNTY OF RIVERSIDE (County) for construction of public work known as **Grand Avenue Sidewalk Improvements, Adelfa Street to Blackwell Boulevard, and Brechtel Street to Corydon Road, Community of Lakeland Village, Project No. D2-0069, D3-0085.**

2. _____, a _____ corporation (Surety), is the Surety under this Bond.

Agreement:

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

1. The amount of the obligation of this Bond is 100% of the estimated contract price for the Project of **\$1,747,000.00 (One million, seven hundred forty-seven thousand dollars and zero cents)** and inures to the benefit of County.

2. This Bond is exonerated by Contractor doing all things to be kept and performed by it in strict conformance with the Contract Documents for this project, otherwise it remains in full force and effect for the recovery of loss, damage and expense of County resulting from failure of Contractor to so act. All of said Contract Documents are incorporated herein.

3. This obligation is binding on our successors and assigns.

4. For value received, Surety stipulates and agrees that no change, time extension, prepayment to Contractor, alteration or addition to the terms and requirements of the Contract Documents or the work to be performed thereunder shall affect its obligations hereunder and waives notice as to such matters, except the total contract price cannot be increased by more than 10% without approval of Surety.

THIS BOND is executed as of _____.

By _____ By _____

By _____ Type Name _____

Its Attorney in Fact
"Surety"

Title _____

"Contractor"

(Corporate Seal)

(Corporate Seal)

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

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 _____, 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 **\$1,747,000.00 (One million, seven hundred forty-seven 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 **Grand Avenue Sidewalk Improvements, Adelfa Street to Blackwell Boulevard, and Brechtel Street to Corydon Road, Community of Lakeland Village, Project No. D2-0069, D3-0085.**

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: _____

Original Contractor – Principal

Surety

By _____

By _____

Its Attorney In Fact

Title _____

(If corporation, affix seal)

(Corporate Seal)

(Corporate Seal)

STATE OF _____ }
COUNTY OF _____ } ss. SURETY'S ACKNOWLEDGEMENT

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

WITNESS my hand and official seal.

Signature of Notary Public

Notary Public (Seal)

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

Performance Bond

Recitals:

1. **Onyx Paving Company, Inc.** (Contractor) has entered into a Contract with COUNTY OF RIVERSIDE (County) for construction of public work known as **Grand Avenue Sidewalk Improvements, Adelfa Street to Blackwell Boulevard, and Brechtel Street to Corydon Road, Community of Lakeland Village, Project No. D2-0069, D3-0085.**
2. SiriusPoint America Insurance Company, a New York corporation (Surety), is the Surety under this Bond.

Agreement:

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

1. The amount of the obligation of this Bond is 100% of the estimated contract price for the Project of **\$1,747,000.00 (One million, seven hundred forty-seven thousand dollars and zero cents)** and inures to the benefit of County.
2. This Bond is exonerated by Contractor doing all things to be kept and performed by it in strict conformance with the Contract Documents for this project, otherwise it remains in full force and effect for the recovery of loss, damage and expense of County resulting from failure of Contractor to so act. All of said Contract Documents are incorporated herein.
3. This obligation is binding on our successors and assigns.
4. For value received, Surety stipulates and agrees that no change, time extension, prepayment to Contractor, alteration or addition to the terms and requirements of the Contract Documents or the work to be performed thereunder shall affect its obligations hereunder and waives notice as to such matters, except the total contract price cannot be increased by more than 10% without approval of Surety.

THIS BOND is executed as of September 16th, 2024
Onyx Paving Company, Inc. SiriusPoint America Insurance Company

By Onyx Paving Company Inc

By Zyanya Hernandez

By Carey Kirschner

Type Name Zyanya Hernandez

Title President

Its Attorney in Fact
"Surety"

"Contractor"

(Corporate Seal)

ORIGINAL



NOTE: This Bond must be executed by both parties must be acknowledged. (Attach acknowledgements).

II signatures

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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 Orange)

On September 16, 2024 before me, Leslie Rocha, Notary Public,
Date Here Insert Name and Title of the Officer

personally appeared Corey R. Kirschner
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature Leslie Rocha
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

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: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

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 Orange }

On SEP 16 2024, before me, Christina Rogers, Notary Public,
personally appeared Zyanya Hernandez

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

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



WITNESS my hand and official seal.

SIGNATURE Christina Rogers

PLACE NOTARY SEAL ABOVE

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of attached document

Title or type of document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other than Named Above: _____



10805 Old Mill Road
Omaha, NE 68154

September 6, 2023

Bond Obligees
Project Owners
General Contractors

RE: Digital Seal Authority and Enforceability Notice

To whom it may concern:

The use of an electronic image of the corporate seal of Siriuspoint America Insurance Company (the "Digital Seal"), and the attachment of the Digital Seal to any surety bond issued by Siriuspoint America Insurance Company is authorized by the company. Siriuspoint America Insurance Company acknowledge and agree that the Digital Seal may be affixed to any authorized Surety bond approved by Applied Surety Underwriters, and relied upon to the same extent as if a raised corporate seal was attached to the bond.

Delivery of a digital copy of this Digital Seal Authority and Enforceability Notice, executed electronically, to an Obligee or Obligee's representative, shall constitute effective execution and delivery of this notice and shall have the same legal effect as a delivery of a tangible original of the notice with my original "wet" signature.

If you require further verification you may email our Home Office Underwriting Center at info@surety.auw.com

In Witness Whereof, this has been executed by the President, Applied Surety Underwriters for Siriuspoint America Insurance Company.



Thank you for your continued business.

Sincerely,

A handwritten signature in blue ink, appearing to read "Joshua C. Betz".

Joshua C. Betz
President, Applied Surety Underwriters

STATE OF CALIFORNIA
DEPARTMENT OF INSURANCE

OAKLAND

Amended

Certificate of Authority

THIS IS TO CERTIFY, *That, pursuant to the Insurance Code of the State of California,*

SiriusPoint America Insurance Company

of New York, organized under the laws of New York, subject to its Articles of Incorporation or other fundamental organizational documents, is hereby authorized to transact within this State, subject to all provisions of this Certificate, the following classes of insurance:

Fire, Marine, Surety, Disability, Plate Glass, Liability, Workers' Compensation,

Common Carrier Liability, Boiler and Machinery, Burglary, Sprinkler,

Team and Vehicle, Automobile, Aircraft, and Miscellaneous

as such classes are now or may hereafter be defined in the Insurance Laws of the State of California.

THIS CERTIFICATE is expressly conditioned upon the holder hereof now and hereafter being in full compliance with all, and not in violation of any, of the applicable laws and lawful requirements made under authority of the laws of the State of California as long as such laws or requirements are in effect and applicable, and as such laws and requirements now are, or may hereafter be changed or amended.

IN WITNESS WHEREOF, *I set my hand and affix my official seal*
this 21st day of November, 2022.



Ricardo Lara
Insurance Commissioner

Valerie J. Sarfaty
for Catalina Hayes-Bautista
Insurance Chief Deputy

By

NOTICE:

Qualification with the Secretary of State must be accomplished as required by the California Corporations Code promptly after issuance of this Certificate of Authority. Failure to do so will be a violation of Insurance Code section 701 and will be grounds for revoking this Certificate of Authority pursuant to the covenants made in the application therefor and the conditions contained herein.

- Company Profile
- Company Search
- Company Search Results
- Company Information
- Old Company Names
- Agent for Service
- Reference Information
- NAIC Group List
- Lines of Business
- Workers' 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

COMPANY PROFILE
Company Information

SIRIUSPOINT AMERICA INSURANCE COMPANY
1 WORLD TRADE CENTER, 285 FULTON STREET
NEW YORK, NY 10007

Old Company Names
Effective Date

FOLKSAMERICA REINSURANCE COMPANY	04/06/2009
SIRIUS AMERICA INSURANCE COMPANY	11/21/2022
WHITE MOUNTAINS REINSURANCE COMPANY OF AMERICA	05/22/2012

Agent For Service

Melissa DeKoven
 2710 Gateway Oaks Dr Ste 150N
 Sacramento CA 95833-3505

Reference Information

NAIC #:	38776
California Company ID #:	3121-1
Date Authorized in California:	10/22/1987
License Status:	UNLIMITED-NORMAL
Company Type:	Property & Casualty
State of Domicile:	NEW YORK

[back to top](#)
NAIC Group List

NAIC Group #: **5001** SiriusPoint 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
- DISABILITY
- FIRE
- LIABILITY
- MARINE
- MISCELLANEOUS
- PLATE GLASS
- SPRINKLER
- SURETY
- TEAM AND VEHICLE
- WORKERS' COMPENSATION

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 SiriusPoint America 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 **\$1,747,000.00 (One million, seven hundred forty-seven 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 **Grand Avenue Sidewalk Improvements, Adelfa Street to Blackwell Boulevard, and Brechtel Street to Corydon Road, Community of Lakeland Village, Project No. D2-0069, D3-0085.**

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: September 16th, 2024

Onyx Paving Company, Inc.
Original Contractor – Principal

SiriusPoint America Insurance Company
Surety

By Corey Hirschner

By Zyanya Hernandez
Its Attorney In Fact



Title President

(Corporate Seal)

(If corporation, affix seal)

(Corporate Seal)

STATE OF _____ }
COUNTY OF _____ }

ss. SURETY'S ACKNOWLEDGEMENT

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

WITNESS my hand and official seal.

See Attached Required California All-Purpose Acknowledgement

Signature of Notary Public

Notary Public (Seal)

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

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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 Orange)

On September 16, 2024 before me, Leslie Rocha, Notary Public,
Date Here Insert Name and Title of the Officer

personally appeared Corey R. Kirschner
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature Leslie Rocha
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

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: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

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 Orange }

On SEP 16 2024, before me, Christina Rogers, Notary Public,
personally appeared Zyanya Hernandez

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

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



WITNESS my hand and official seal.

SIGNATURE *Christina Rogers*

PLACE NOTARY SEAL ABOVE

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of attached document

Title or type of document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other than Named Above: _____



10805 Old Mill Road
Omaha, NE 68154

September 6, 2023

Bond Obligees
Project Owners
General Contractors

RE: Digital Seal Authority and Enforceability Notice

To whom it may concern:

The use of an electronic image of the corporate seal of Siriuspoint America Insurance Company (the "Digital Seal"), and the attachment of the Digital Seal to any surety bond issued by Siriuspoint America Insurance Company is authorized by the company. Siriuspoint America Insurance Company acknowledge and agree that the Digital Seal may be affixed to any authorized Surety bond approved by Applied Surety Underwriters, and relied upon to the same extent as if a raised corporate seal was attached to the bond.

Delivery of a digital copy of this Digital Seal Authority and Enforceability Notice, executed electronically, to an Obligee or Obligee's representative, shall constitute effective execution and delivery of this notice and shall have the same legal effect as a delivery of a tangible original of the notice with my original "wet" signature.

If you require further verification you may email our Home Office Underwriting Center at info@surety.auw.com

In Witness Whereof, this has been executed by the President, Applied Surety Underwriters for Siriuspoint America Insurance Company.



Thank you for your continued business.

Sincerely,

A handwritten signature in blue ink, appearing to read "Joshua C. Betz".

Joshua C. Betz
President, Applied Surety Underwriters

STATE OF CALIFORNIA
DEPARTMENT OF INSURANCE

OAKLAND

Amended

Certificate of Authority

THIS IS TO CERTIFY, *That, pursuant to the Insurance Code of the State of California,*

SiriusPoint America Insurance Company

of New York, organized under the laws of New York, subject to its Articles of Incorporation or other fundamental organizational documents, is hereby authorized to transact within this State, subject to all provisions of this Certificate, the following classes of insurance:

Fire, Marine, Surety, Disability, Plate Glass, Liability, Workers' Compensation,

Common Carrier Liability, Boiler and Machinery, Burglary, Sprinkler,

Team and Vehicle, Automobile, Aircraft, and Miscellaneous

as such classes are now or may hereafter be defined in the Insurance Laws of the State of California.

THIS CERTIFICATE is expressly conditioned upon the holder hereof now and hereafter being in full compliance with all, and not in violation of any, of the applicable laws and lawful requirements made under authority of the laws of the State of California as long as such laws or requirements are in effect and applicable, and as such laws and requirements now are, or may hereafter be changed or amended.

*IN WITNESS WHEREOF, I set my hand and affix my official seal
this 21st day of November, 2022.*



Ricardo Lara
Insurance Commissioner

Valerie J. Sarfaty
for Catalina Hayes-Bautista
Insurance Chief Deputy

By

NOTICE:

Qualification with the Secretary of State must be accomplished as required by the California Corporations Code promptly after issuance of this Certificate of Authority. Failure to do so will be a violation of Insurance Code section 701 and will be grounds for revoking this Certificate of Authority pursuant to the covenants made in the application therefor and the conditions contained herein.

- Company Profile
- Company Search
- Company Search Results
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- Reference Information
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- Financial Statements PDF's
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 - Quarterly Statements
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 - Company Performance & Comparison Data
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 - View Financial Disclaimer

COMPANY PROFILE
Company Information

SIRIUSPOINT AMERICA INSURANCE COMPANY
1 WORLD TRADE CENTER, 285 FULTON STREET
NEW YORK, NY 10007

Old Company Names
Effective Date

FOLKSAMERICA REINSURANCE COMPANY	04/06/2009
SIRIUS AMERICA INSURANCE COMPANY	11/21/2022
WHITE MOUNTAINS REINSURANCE COMPANY OF AMERICA	05/22/2012

Agent For Service

Melissa DeKoven
 2710 Gateway Oaks Dr Ste 150N
 Sacramento CA 95833-3505

Reference Information

NAIC #:	38776
California Company ID #:	3121-1
Date Authorized in California:	10/22/1987
License Status:	UNLIMITED-NORMAL
Company Type:	Property & Casualty
State of Domicile:	NEW YORK

[back to top](#)
NAIC Group List

NAIC Group #: **5001** SiriusPoint 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
- DISABILITY
- FIRE
- LIABILITY
- MARINE
- MISCELLANEOUS
- PLATE GLASS
- SPRINKLER
- SURETY
- TEAM AND VEHICLE
- WORKERS' COMPENSATION



ADDITIONAL REMARKS SCHEDULE

AGENCY Burnham WGB Insurance Solutions		NAMED INSURED Onyx Paving Company, Inc. 2890 E. La Cresta Avenue Anaheim CA 92806-1816	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

Auto Additional Insured, Primary & Non-Contributory, and Waiver of Subrogation Form #U-CA-424-F CW 04 14
 WC Waiver of Subrogation Form #WC 04 03 06
 RE: Job #24-082. Grand Avenue Sidewalk Improvements.

Additional Insured Vesting:
 County of Riverside, its Agencies, Special Districts and Departments, their respective director, officers, Board of Supervisors, elected and appointed officials, employees, agents, and representatives; City of Wildomar, its elected and appointed officials, employees, agents and representatives; Frontier Communications, their elected and appointed officials, employees, agents, and representatives

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)	Location(s) Of Covered Operations
ANY PERSON OR ORGANIZATION WHEN REQUIRED BY WRITTEN CONTRACT OR AGREEMENT, EXECUTED PRIOR TO THE OCCURRENCE TO WHICH THIS INSURANCE APPLIES, THAT SUCH PERSON OR ORGANIZATION BE ADDED AS AN ADDITIONAL INSURED ON YOUR POLICY.	ALL LOCATIONS
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
2. 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:

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 additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the 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.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

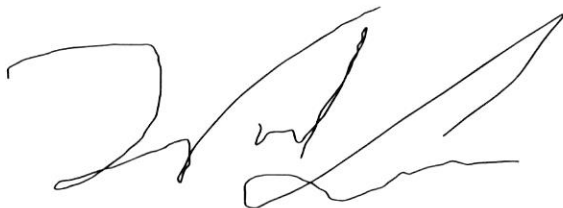
If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.



Broker
Representative

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)	Location And Description Of Completed Operations
ANY PERSON OR ORGANIZATION WHEN REQUIRED BY WRITTEN CONTRACT OR AGREEMENT, EXECUTED PRIOR TO THE OCCURRENCE TO WHICH THIS INSURANCE	ALL LOCATIONS
APPLIES, THAT SUCH PERSON OR ORGANIZATION BE ADDED AS AN ADDITIONAL INSURED ON YOUR POLICY.	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

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

B. With respect to the insurance afforded to these additional insureds, the following 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; or
 2. Available under the applicable limits of insurance;
- whichever is less.

This endorsement shall not increase the applicable limits of insurance.



Broker
Representative

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – STATE OR GOVERNMENTAL
AGENCY OR SUBDIVISION OR POLITICAL
SUBDIVISION – PERMITS OR AUTHORIZATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

State Or Governmental Agency Or Subdivision Or Political Subdivision:

ANY PERSON OR ORGANIZATION WHEN REQUIRED BY WRITTEN CONTRACT OR AGREEMENT, EXECUTED PRIOR TO THE OCCURRENCE TO WHICH THIS INSURANCE APPLIES, THAT SUCH PERSON OR ORGANIZATION BE ADDED AS AN ADDITIONAL INSURED ON YOUR POLICY.

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 provisions:

- 1. This insurance applies only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization.

However:

- a. The insurance afforded to such additional insured only applies to the extent permitted by law; and
- b. 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.

2. This insurance does not apply to:

- a. "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or
- b. "Bodily injury" or "property damage" included within the "products-completed operations hazard".

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; or
- 2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

Broker
Representative

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
LIQUOR 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.



Broker
Representative

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY
AGAINST OTHERS TO US (WAIVER OF SUBROGATION)**

This endorsement modifies insurance provided under the following:

- COMMERCIAL GENERAL LIABILITY COVERAGE PART
- ELECTRONIC DATA LIABILITY COVERAGE PART
- LIQUOR LIABILITY COVERAGE PART
- POLLUTION LIABILITY COVERAGE PART DESIGNATED SITES
- POLLUTION LIABILITY LIMITED COVERAGE PART DESIGNATED SITES
- PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
- RAILROAD PROTECTIVE LIABILITY COVERAGE PART
- UNDERGROUND STORAGE TANK POLICY DESIGNATED TANKS

SCHEDULE

<p>Name Of Person(s) Or Organization(s):</p> <p>ANY PERSON OR ORGANIZATION FOR WHOM THE INSURED HAS AGREED TO WAIVE RIGHTS OF RECOVERY, PROVIDED SUCH AGREEMENT IS MADE IN WRITING AND PRIOR TO THE LOSS.</p>
<p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us** of Section IV – Conditions:

We waive any right of recovery against the person(s) or organization(s) shown in the Schedule above because of payments we make under this Coverage Part. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person(s) or organization(s) prior to loss. This endorsement applies only to the person(s) or organization(s) shown in the Schedule above.



Broker
Representative



ATTACHED TO AND FORMING A PART OF POLICY NUMBER	ENDORSEMENT EFFECTIVE DATE (12:01 A.M. STANDARD TIME)	NAMED INSURED	AGENT NO.
BCS2001934	10/01/2024	ONYX PAVING COMPANY, INC.	047BY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**DESIGNATED CONSTRUCTION PROJECT(S) AGGREGATE LIMIT
SUBJECT TO AN ALL PROJECTS LIMIT**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

<p>Designated Construction Project(s): ALL PROJECTS</p>
<p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>

A. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I—Coverage A, and for all medical expenses caused by accidents under Section I—Coverage C, which can be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:

1. A separate Designated Per Project Aggregate Limit equal to the General Aggregate Limit shown in the Declarations shall apply to each Designated Construction Project.

However, the most we will pay under the insurance provided by this endorsement for all Designated Construction Projects shown in the Schedule above is \$5,000,000, unless otherwise stated below:

\$

2. The separate Designated Per Project Aggregate Limit provided in A.1. above 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 separate Designated Per Project Aggregate Limit provided in A.1. for that particular Designated Construction Project. Such payments

shall not reduce the General Aggregate Limit shown in the Declarations, nor shall they reduce the insurance provided by this endorsement for any other Designated Construction Project.

4. The limits shown in the Declarations for Each Occurrence, Damage To Premises Rented To You 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 separate Designated Per Project Aggregate Limit provided in **A.1.** for each Designated Construction Project.
- B.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrence" under Section **I—Coverage A**, and for all medical expenses caused by accidents under Section **I—Coverage C**, which cannot be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:
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 separate Designated Per Project Aggregate Limit provided in **A.1.**
- 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 any separate Designated Per Project Aggregate Limit provided in **A.1.**
- D.** If the applicable designated 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 as stipulated.



Broker
Representative

AUTHORIZED REPRESENTATIVE

DATE

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Copyright, ISO Properties, Inc., 2008



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 1063006-06	10/01/2024	10/01/2025		39774000	INCL	

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

**Business Auto Coverage Form
Motor Carrier Coverage Form**

A. Amended Who Is An Insured

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

The following are also "insureds":

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

2. The following is added to the **Other Insurance** Condition in the Business Auto Coverage Form and the **Other Insurance – Primary and Excess Insurance Provisions Condition** in the Motor Carrier Coverage Form:

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

B. Amendment – Supplementary Payments

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

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

C. Fellow Employee Coverage

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

D. Driver Safety Program Liability and Physical Damage Coverage

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

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

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

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

E. Lease or Loan Gap Coverage

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

Lease Or Loan Gap Coverage

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

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

F. Towing and Labor

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

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

G. Extended Glass Coverage

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

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

H. Hired Auto Physical Damage – Increased Loss of Use Expenses

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

Loss Of Use Expenses

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

- (1) Other than collision only if the Declarations indicate that Comprehensive Coverage is provided for any covered "auto";
 - (2) Specified Causes Of Loss only if the Declarations indicate that Specified Causes Of Loss Coverage is provided for any covered "auto"; or
 - (3) Collision only if the Declarations indicate that Collision Coverage is provided for any covered "auto".
- However, the most we will pay for any expenses for loss of use is \$100 per day, to a maximum of \$3000.

I. Personal Effects Coverage

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

Personal Effects Coverage

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

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

J. Tapes, Records and Discs Coverage

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

1. 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

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 % of the California workers' compensation premium otherwise due on such remuneration.

Schedule

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 THAT PERSON AND/OR ORGANIZATION.

Job Description



Authorized Broker

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- Agent for Service Reference Information
- NAIC Group List
- Lines of Business
- Workers' Compensation Complaint and Request for Action/Appeals Contact Information
- Financial Statements PDF's
- Annual Statements
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- Company Performance & Comparison Data
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- Find A Company Representative In Your Area
- View Financial Disclaimer

COMPANY PROFILE
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
PLATE GLASS
SPRINKLER
SURETY
TEAM AND VEHICLE
WORKERS' COMPENSATION

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COMPANY PROFILE
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
- PLATE GLASS
- SPRINKLER
- TEAM AND VEHICLE
- WORKERS' COMPENSATION

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Q - Z

Insurer	Date Approved
QBE Europe SA/NV (Belgium)	06/03/2022
QBE Specialty Insurance Company (North Dakota)	08/01/2003
QBE UK Limited (U.K.) (Name changed from QBE Insurance (Europe) Limited effective 12/31/2018) (Name changed from QBE International Insurance Limited effective 09/30/2005)	01/06/1999
Republic-Vanguard Insurance Company (Arizona)	03/18/2022
Richmond National Insurance Company (New Hampshire)	11/08/2023
Scottsdale Insurance Company (Ohio)	06/30/1995
Seneca Specialty Insurance Company (Delaware) (Domicile changed from Arizona to Delaware, effective 11/25/2014)	02/02/2004
Shelter Reinsurance Company (Missouri)	10/18/2007
SiriusPoint International Insurance Corporation (Sweden) (Name changed from Sirius International Insurance Corporation effective 06/07/2021)	02/08/1999
SiriusPoint Specialty Insurance Corporation (New Hampshire)	04/29/2024
Spinnaker Specialty Insurance Company (Texas)	06/14/2023
St. Paul Surplus Lines Insurance Company (Delaware)	07/06/1995
Starr Surplus Lines Insurance Company (Texas) (Domicile changed from Illinois to Texas effective 01/01/2018)	11/16/2010
StarStone Specialty Insurance Company (Delaware) (Name changed from Torus Specialty Insurance Company effective 09/21/2015) (Name changed from Praetorian Specialty Insurance Company effective 03/02/2009) (Name changed from Alea North America Specialty Insurance Company effective 10/02/2006)	12/22/2004
Steadfast Insurance Company (Illinois) (Domicile changed from Delaware to Illinois effective 12/31/2018)	07/18/1995
Summit Specialty Insurance Company (Nebraska)	08/15/2023
Superior Specialty Insurance Company (Delaware) (Domicile changed from Missouri to Delaware and name changed from Savers Property and Casualty Insurance Company effective 1/31/2019)	6/30/1995
Swiss Re Corporate Solutions Capacity (Missouri) (Name changed from First Specialty Insurance Corporation (Missouri) effective 08/01/2022)	02/01/1995
Swiss Re International SE (Luxembourg) (Name changed from SR International Business Insurance Company Limited (UK) effective 1/01/2008) (Domicile changed from UK to Luxembourg effective 01/01/2008)	10/27/1995
T.H.E. Insurance Company (Louisiana)	09/22/1995
Third Coast Insurance Company (Wisconsin)	02/03/2023
Tokio Marine Specialty Insurance Company (Delaware) (Name changed from Philadelphia Insurance Company effective 11/01/2012) (Domicile changed from Pennsylvania to Delaware effective 11/01/2012)	02/14/1997
Travelers Excess and Surplus Lines Company (Connecticut) (Name changed from Aetna Excess & Surplus Lines Company, effective 7/1/97)	06/06/1997
Tudor Insurance Company (New Hampshire)	07/18/1995
United National Insurance Company (Pennsylvania)	07/28/1995
United Specialty Insurance Company (Delaware)	05/07/2008
Vault E&S Insurance Company (Arkansas)	12/05/2019
Velocity Specialty Insurance Company (Delaware) (Domicile Changed from Ohio to Delaware and name changed from Fireman's Fund Insurance Company of Ohio effective January 30, 2017) (Name changed from Independent Specialty Insurance Company, effective 06/27/2023)	05/19/1999
Voyager Indemnity Insurance Company (Georgia)	12/22/1995