

ADDENDUM NO. 1



**CITY OF MURRIETA
DEPARTMENT OF PUBLIC WORKS/ENGINEERING
PLANS, SPECIFICATIONS, AND CONTRACT DOCUMENTS
FOR
CLINTON KEITH ROAD & DATE STREET PAVEMENT REHABILITATION CIP 8043,
CITY PROJECT NO. 23-469
JANUARY 25, 2024**

The Contractor and Subcontractors shall be subject to the requirements of Title 13: California Code of Regulations, Chapter 9: Off-Road Vehicles and Engines Pollution Control Devices, Article 4.8: In-Use Off-Road Diesel-Fueled Fleets sections 2449, 2449.1, and 2449.2. Contractors shall be required to abide by the requirements described in the referenced provisions as well as those stated and described in the *California Air Resources Board (CARB) Acknowledgement Form* provided as part of this Addendum.

In addition to the required documents listed in Section 2: Proposal/Sub-Section (L) of the Instructions to Bidders, the bidder shall also submit the below referenced documents with their electronic bid on the Planet Bids vendor portal prior to the bid date and time. The document titled "California Air Resources Board (CARB) Acknowledgment Form" is attached herein as Attachment No. 1.

Please note that the Prime Contractor is responsible for gathering and submitting with their electronic bid all CARB Certifications of Reported Compliance: In-Use Off-Road Diesel-Fueled Fleets for themselves **and** any listed Subcontractors utilizing a fleet that falls under these provisions. Listed Subcontractors will be subject to the same requirements stated above.

Please visit the California Air Resources Board website for additional information at:
<https://ww2.arb.ca.gov/rulemaking/2022/off-road-diesel>

Therefore, the following changes/updates have been made to the bid specifications and are as follows:

Instructions to Bidders pages IB-2 and IB-3/Section 2: Proposal/Sub-Section L
(Add the following to the bottom of the first list on page IB-3)

- California Air Resources Board (CARB) Acknowledgement Form
- CARB Certificate(s) of Reported Compliance: In-Use Off-Road Diesel-Fueled Fleets

**End Insertion*

The Bid Date and Time remains unchanged on:
Thursday, FEBRUARY 15, 2024 at 3:00:00 P.M.

Attachment No. 1:

**California Air Resources Board (CARB)
Acknowledgement Form**

CITY OF MURRIETA, DEPARTMENT OF PUBLIC WORKS/ENGINEERING

CALIFORNIA AIR RESOURCES BOARD (CARB)
ACKNOWLEDGEMENT FORM

CLINTON KEITH ROAD & DATE STREET PAVEMENT REHABILITATION
CIP 8043, CITY PROJECT NO. 23.469

This is to Certify that

Onyx Paving Company, Inc.
(FILL IN CONTRACTOR'S NAME)

(hereinafter the "undersigned") acknowledges that they have read and shall comply with the requirements of Title 13: California Code of Regulations, Chapter 9: Off-Road Vehicles and Engines Pollution Control Devices, Article 4.8: In-Use Off-Road Diesel-Fueled Fleets sections 2449, 2449.1, and 2449.2 as described in these provisions. The undersigned shall provide their *Certificate of Reported Compliance: In-Use Off-Road Diesel-Fueled Fleets (CARB)* with their electronic bid prior to the bid date and time.

In addition, the undersigned acknowledges that they are responsible for gathering and submitting with their electronic bid any *CARB Certificate(s) of Reported Compliance: In-Use Off-Road Diesel-Fueled Fleets for any listed Subcontractors* utilizing a fleet that falls under these same provisions prior to the date and time of bid.

Dated: 1/25/2024

By: [Signature]
(Signature)

Corey R. Kirschner - CEO,
(Print Name and Title) Pres.



CITY OF MURRIETA, DEPARTMENT OF PUBLIC WORKS/ENGINEERING

CALIFORNIA AIR RESOURCES BOARD (CARB)

ACKNOWLEDGEMENT FORM

*CLINTON KEITH ROAD & DATE STREET PAVEMENT REHABILITATION
CIP 8043, CITY PROJECT NO. 23.469*

This is to Certify that

ELECNOR BELCO ELECTRIC, INC.

(FILL IN CONTRACTOR'S NAME)

(hereinafter the "undersigned") acknowledges that they have read and shall comply with the requirements of Title 13: California Code of Regulations, Chapter 9: Off-Road Vehicles and Engines Pollution Control Devices, Article 4.8: In-Use Off-Road Diesel-Fueled Fleets sections 2449, 2449.1, and 2449.2 as described in these provisions. The undersigned shall provide their *Certificate of Reported Compliance: In-Use Off-Road Diesel-Fueled Fleets (CARB)* with their electronic bid prior to the bid date and time.

In addition, the undersigned acknowledges that they are responsible for gathering and submitting with their electronic bid any *CARB Certificate(s) of Reported Compliance: In-Use Off-Road Diesel-Fueled Fleets for any listed Subcontractors* utilizing a fleet that falls under these same provisions prior to the date and time of bid.

Dated: 2/15/2024

By: *John Wong*
(Signature)

John Wong, Vice President
(Print Name and Title)

CITY OF MURRIETA, DEPARTMENT OF PUBLIC WORKS/ENGINEERING

CALIFORNIA AIR RESOURCES BOARD (CARB)
ACKNOWLEDGEMENT FORM

CLINTON KEITH ROAD & DATE STREET PAVEMENT REHABILITATION
CIP 8043, CITY PROJECT NO. 23.469

This is to Certify that

All American Asphalt

(FILL IN CONTRACTOR'S NAME)

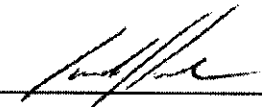
(hereinafter the "undersigned") acknowledges that they have read and shall comply with the requirements of Title 13: California Code of Regulations, Chapter 9: Off-Road Vehicles and Engines Pollution Control Devices, Article 4.8: In-Use Off-Road Diesel-Fueled Fleets sections 2449, 2449.1, and 2449.2 as described in these provisions. The undersigned shall provide their *Certificate of Reported Compliance: In-Use Off-Road Diesel-Fueled Fleets (CARB)* with their electronic bid prior to the bid date and time.

In addition, the undersigned acknowledges that they are responsible for gathering and submitting with their electronic bid any *CARB Certificate(s) of Reported Compliance: In-Use Off-Road Diesel-Fueled Fleets for any listed Subcontractors* utilizing a fleet that falls under these same provisions prior to the date and time of bid.

Dated:

2/8/24

By:



(Signature)

Edward J. Carlson, Vice President

(Print Name and Title)

CITY OF MURRIETA, DEPARTMENT OF PUBLIC WORKS/ENGINEERING

CITY OF MURRIETA



**PLANS, SPECIFICATIONS, AND
CONTRACT DOCUMENTS**

FOR

***CLINTON KEITH ROAD AND DATE STREET PAVEMENT REHABILITATION CIP 8043,
CITY PROJECT NO. 23-469***

PAVEMENT REHABILITATION LIMITS:

**CLINTON KEITH ROAD: RANCHO MIRLO ROAD TO CITY/COUNTY BOUNDARY (APPROXIMATELY 300' NORTH
OF RIVERSIDE COUNTY FIRE STATION 75)**

DATE STREET: MARGARITA ROAD TO 700' NORTHEAST

**ROBERT K. MOEHLING, P.E.
Director of Public Works**

**CITY OF MURRIETA
DEPARTMENT OF PUBLIC WORKS
1 Town Square
Murrieta, California 92562
(951) 304-2489**

Bid Date: February 15th, 2024 at 3:00:00 PM

**(Class "A" or "C-12" Contractor's License)
Publication Date: January 18th, 2024**

CITY OF MURRIETA, DEPARTMENT OF PUBLIC WORKS/ENGINEERING

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CITY OF MURRIETA, DEPARTMENT OF PUBLIC WORKS/ENGINEERING

NOTICE INVITING BIDS

CLINTON KEITH ROAD & DATE STREET PAVEMENT REHABILITATION CIP 8043, CITY PROJECT NO. 23-469

1. NOTICE IS HEREBY GIVEN that the City of Murrieta, Riverside County, California, will receive electronic sealed bids up to **3:00:00 p.m., on Thursday, the Fifteenth day of February 2024**, on the City of Murrieta Vendor Portal through PlanetBids. The link to register to become a prospective bidder and electronically bid on this project can be found at the following address: www.murrietaca.gov/planetbids.
2. **All of said work is to be performed in accordance with the Plans and Specifications entitled "Clinton Keith Road & Date Street Pavement Rehabilitation, CIP 8043, City Project No. 23-469"** which are available for purchase online from the City of Murrieta Vendor Portal through PlanetBids at www.murrietaca.gov/planetbids. The cost is seventy five dollars (\$75.00) (non-refundable) per set of Plans, Specifications, and Contract Documents. The plans must be purchased online. They cannot be purchased or mailed from City Hall. The plans, however, may be viewed at Engineer Counter of City Hall located at 1 Town Square, Murrieta, California, 92562. For questions regarding the purchase of Plans, Specifications, and Contract Documents please call: (951) 461-6070. For all other questions, please contact Garrett Strang, Project Manager at (951) 461-6085 or at gstrang@murrietaca.gov
3. The contractor shall be licensed in accordance with the provisions of Chapter 9, Division 3, of the Business and Professions Code. The classification of Contractor's license required in the performance of this Contract is **Class A or Class C-12**.
4. All contractors and subcontractors must be registered with the Department of Industrial Relations, State of California (DIR) prior to submitting a bid on any public works project, pursuant to Labor Code section 1725.5. Bids from contractors or subcontractors that are not currently registered as required will be deemed nonresponsive. This project is subject to compliance monitoring and enforcement by the DIR.
5. Pursuant to the provisions of Section 1773 of the Labor Code of the State of California, City has obtained the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work in this locality for each craft, classification, or type of workman needed to execute the contract from the Director of the Department of Industrial Relations. These rates are on file with the City Clerk. Copies may be obtained at cost at the City Clerk's Office, City of Murrieta.
6. The successful bidder shall be required to furnish labor and material bonds and faithful performance bonds to the City of Murrieta in the amount of one hundred percent (100%) of the amount of the Contract.
7. Pursuant to Section 22300 of the Public Contract Code of the State of California, the Contract will contain provisions permitting the successful bidder to substitute securities for any monies withheld by the City of Murrieta to ensure performance under the Contract.
8. Each bidder must scan and submit the following documents with its electronic bid prior to the bid date and time listed above: Proposal, Bid Bond at Ten Percent (10%) of the Base Bid, and Executed Contract. The bidder can utilize a cashier's check in lieu of a bid bond in the amount of ten percent (10%) of the base bid. If a cashier's check is used, it shall be

CITY OF MURRIETA, DEPARTMENT OF PUBLIC WORKS/ENGINEERING

delivered to the City Clerk in a sealed envelope at 1 Town Square, Murrieta, CA 92562 prior to the bid date and time listed above.

9. The work to be done consists of furnishing all materials, equipment, tools, labor, and incidentals as required by the Plans, Specifications, and Contract Documents for the above-stated project. The general items of work to be done hereunder consist of:

Rehabilitation of Clinton Keith Road from Rancho Mirlo Road to the City/County boundary approximately 300' north of Riverside County Fire Station 75, and Date Street from Margarita Road to approximately 700' Northeast includes removal and replacement of pavement failure sections, grinding of existing asphalt, placement of hot mix asphalt overlay over pavement fabric, detector loop replacement, striping, surveying, miscellaneous concrete removal and replacement, AC dike and drainage repair (Clinton Keith Road) as shown on the plans, these special provisions or as directed by the City Engineer.

10. The work to be performed shall be completed within **forty (40)** working days after execution of Contract and Notice to Proceed has been issued.

11. The City Council reserves the right to reject any or all bids, to delete portions of the work, or to waive any defect or informality in any bid received.

12. There is **NO pre-bid meeting** for this project.

13. Contractors are encouraged to conduct a site visit/field walk of the entire site prior to submission of final bid. Contractor shall be responsible for having knowledge of existing site conditions.

14. The Engineer's Estimate for this project is **\$1,900,000.00**.

CITY OF MURRIETA, DEPARTMENT OF PUBLIC WORKS/ENGINEERING

PROPOSAL

*****The entirety of this Proposal Section shall be completed, scanned, and submitted online with the electronic proposal in the PlanetBids Vendor Portal as identified in the Instructions to Bidders. The original, hardcopy of this proposal shall be submitted to the City Project Manager within three (3) days of the Bid Opening.*****

DATE: 2/8/2024

TO THE CITY CLERK OF MURRIETA, CALIFORNIA:

BIDDER (Firm Name) ONYX PAVING COMPANY, INC.

The undersigned hereby proposes and agrees to furnish any and all materials, labor, and services for the following:

***CLINTON KEITH ROAD & DATE STREET PAVEMENT REHABILITATION
CIP 8043, CITY PROJECT NO. 23-469***

All in accordance with the City's Notice Inviting Bids, hereby proposes to furnish all materials, equipment, tools, labor, and incidentals required for the above-stated project as set forth in the Plans, Specifications, and Contract Documents therefore, and to perform all work in the manner and time prescribed therein. The attached Bid Schedule is hereby made a part of this proposal.

The undersigned bidder declares that this proposal is based upon careful examination of the work site, Plans, Specifications, Instructions to Bidders, and all other Contract Documents. If this proposal is accepted for award, bidder agrees to enter into a contract with City at the unit prices or lump-sum prices set forth in the following Bid Schedule. Bidder understands that failure to enter into a contract and furnish bonds in the manner and time prescribed will result in forfeiture to City of the guarantee accompanying this proposal.

The undersigned bidder certifies that this proposal is made in good faith, without collusion or connection with any other person or persons bidding on the work.

The undersigned bidder understands that the City Council reserves the right to accept or reject any or all proposals, or to waive any irregularities in any proposal in the interests of City.

The estimated quantities listed in the Proposal Bid Sheet(s) are supplied to give an indication of the general scope of work, but the accuracy of these figures is not guaranteed and bidder shall make his own estimates from the drawings. In case of a variation between the unit price and the totals shown by bidder, the unit price will be considered to be the bid.

CITY OF MURRIETA, DEPARTMENT OF PUBLIC WORKS/ENGINEERING

BID SHEET

*****This Bid Sheet defines how the project will be bid and what will constitute the Lowest Bidder. The actual unit prices and total item prices shall be submitted online on the PlanetBids Vendor Portal as defined in the Instructions to Bidders. Should there be a discrepancy between this Bid Sheet and the electronic proposal, the electronic proposal shall govern.*****

***CLINTON KEITH ROAD & DATE STREET PAVEMENT REHABILITATION
CIP 8043, CITY PROJECT NO. 23-469***

Bid Item	Description	Estimated Quantity	Unit	Unit Price	Total Item Price
1	Mobilization	1	LS	Unit prices and total item prices shall be submitted online at PlanetBids.com	Unit prices and total item prices shall be submitted online at PlanetBids.com
2	Traffic Control System	1	LS		
3	Water Pollution Control	1	LS		
4	Construction Surveying and Staking	1	LS		
5	Changeable Message Sign	4	EA		
6	Encroachment Permits	1	LS		
7	Project Information Sign	1	EA		
8	Adjust Existing Survey Monument to Grade	1	EA		
9	Furnish/Install Survey Monument per COM std. no. 617B AND 617C	3	EA		
10	Adjust Stormdrain Manhole	8	EA		
11	Double Adjust Sewer Manhole	3	EA		
12	Adjust Sewer Manhole	14	EA		
13	Double Adjust GTE (Verizon) Manhole	1	EA		
14	Remove and Dispose of Asphalt Concrete Pavement (3.5" digouts on Date)	2,519	SF		
15	Remove and Dispose of Asphalt Concrete Pavement (7.5" digouts on Clinton Keith)	54,355	SF		
16	Remove and Dispose of Concrete Cross Gutter	360	SF		
17	Remove Existing AC Dike (Ranges from 2"-8")	3,016	LF		
18	Construct 8" AC Dike per City STD. 315	3,016	LF		
19	Cold Mill Asphalt Concrete Pavement on Clinton Keith Rd 2" (.167') depth 6' Edge Grind	9,000	SY		
20	Cold Mill Asphalt Concrete Pavement on Date St: 6' Header Grind at 2" (.167') Depth and 1.5" (.125') Grind of Remaining Roadway	2,833	SY		
21	Furnish/Install Pavement Reinforcing Fabric	48,255	SY		
22	Furnish/Install Geotextile Reinforcement (Tensar BX1100 or Approved Equal)	267	SY		
23	Construct Asphalt Concrete Pavement 2" (0.167') overlay (Date St)	321	TON		
24	Construct Asphalt Concrete Pavement 2" (0.167') overlay (Clinton Keith Rd)	6,367	TON		

CITY OF MURRIETA, DEPARTMENT OF PUBLIC WORKS/ENGINEERING

Bid Item	Description	Estimated Quantity	Unit	Unit Price	Total Item Price
25	Construct Asphalt Concrete Pavement for Removal and Replacement of AC (Digouts)	2,499	TON		
26	Construct Concrete Cross Gutter per COM std. no. 311 and 312 (High Early Strength)	360	SF		
27	Construct Galvanized Steel Overside Drain and Associated Ancillary Work	1	LS		
28	Furnish/Install Detector Loop	32	EA		
29	Furnish and install #5 pullbox, connect DLC for traffic loops	3	EA		
30	Furnish and install 1 1/2" conduit under sidewalk panels. Connect to existing conduit	118	LF		
31	Furnish and install DLC. Connect loops to existing traffic cabinet	3,064	LF		
32	Pull back existing nose of raised median intruding into cross walk and AC repair - Construction Note 24	1	LS		
33	Paint Pavement Striping Detail 12	11,248	LF		
34	Paint Pavement Striping Detail 22	2,333	LF		
35	Paint Pavement Striping Detail 25	165	LF		
36	Paint Pavement Striping Detail 27B	3,235	LF		
37	Paint Pavement Striping Detail 29	10,555	LF		
38	Paint Pavement Striping Detail 38	1,133	LF		
39	Paint Pavement Striping Detail 39	20,379	LF		
40	Paint Pavement Striping Detail 39A	1,760	LF		
41	Paint Pavement Striping 6" Solid White Lane Line	715	LF		
42	Paint Pavement Striping 6" Solid White Line (Diagonals for bike lane buffer)	961	LF		
43	Paint Bike Lane Symbol with Person Pavement Marking and Bike Lane Arrow	160	SF		
44	Install Thermoplastic Pavement Marking (Type IV Arrow)	294	SF		
45	Install Thermoplastic Pavement Marking (Type VI Arrow)	63	SF		
46	Install Thermoplastic Pavement Marking (12" White)	614	SF		
47	Furnish and Install 18" High Type Q (CA) Object Marker	2	EA		
48	Paint Median Nose Yellow	60	SF		
49	Furnish and Install R7-9 (modified) sign	3	EA		
Sum of the Total Base Bid Items:					
\$		<i>\$1,832,612.50</i>			
Sum of the Total Base Bid Items in Words:		<i>One million eight hundred thirty-two thousand six hundred twelve dollars and fifty cents.</i>			

Unit prices and total item prices shall be submitted online at PlanetBids.com

Unit prices and total item prices shall be submitted online at PlanetBids.com

CITY OF MURRIETA, DEPARTMENT OF PUBLIC WORKS/ENGINEERING

Basis of the bid shall be based upon the sum of the Total Base Bid.

The City reserves the right to reject any or all bids.

The unit price or lump sum prices to be paid for the items listed in the Proposal Bid Sheet shall include full compensation for furnishing all labor, materials, tools, and equipment, and doing all work involved in furnishing and installing the materials complete and in place, in accordance with the details as shown on the plans and as specified herein. Any items shown on the plans, but not included in the bid items, shall be considered as appurtenant items. All costs shall be included within the appropriate item of the Contractor's bid.

CITY OF MURRIETA, DEPARTMENT OF PUBLIC WORKS/ENGINEERING

BID SCHEDULE

***CLINTON KEITH ROAD & DATE STREET PAVEMENT REHABILITATION
CIP 8043, CITY PROJECT NO. 23-469***

Addendum(a) No(s). 1 has/have been received and is/are included in this proposal.

REJECTION OF BIDS

The undersigned agrees that City reserves the right to reject any or all bids, and reserves the right to waive informalities in a bid or bids not affected by law, if to do so seems to best serve the public interest.

TIME

The Contract and Proposal documents shall be signed by the bidder, scanned, and submitted with the electronic proposal. Two wet-signed copies of the Contract, Proposal documents, Bid Bond, and insurance certificates shall be provided to the City Project Manager within three (3) days of the bid opening. Signatures shall comply with Section 17 of the Contract. The successful bidder shall submit the Contract bonds, **within ten (10) calendar days** after the bidder has received a Notice of Award.

BID DEPOSIT

There is enclosed herewith, a certified check or surety bond in the sum of ten percent (10%) of the base BIDDER'S BOND - 10% dollars and N/A cents (\$ N/A) made payable to City and the undersigned agrees that in case of his failure to execute the necessary Contract and furnish the required bonds, the certified check or surety bond, the money payable thereon, shall be and remain the property of City.

The undersigned hereby certifies that he will have an appropriate license, issued by the State of California to provide this work; that such license will be in full force and effect throughout the duration of construction; and that any and all subcontractors to be employed on this project will be similarly licensed.

Dated: 2/8/2024
630360
California Contractor's License No.

CONTRACTOR



Signature

COREY R. KIRSCHNER - CEO, PRES, VP, SEC, TREA.
Print or Type Name and Title

714-632-6699
Telephone Number



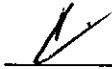
CITY OF MURRIETA, DEPARTMENT OF PUBLIC WORKS/ENGINEERING

SUBCONTRACTORS LIST

***CLINTON KEITH ROAD & DATE STREET PAVEMENT REHABILITATION
CIP 8043, CITY PROJECT NO. 23-469***

As required by California State Law, the General Contractor bidding will hereinafter state the subcontractor who will be the subcontractor on the job for each particular trade or subdivision of the work in an amount in excess of one-half of one percent (0.5%) of the General Contractor's total bid and will state the firm name and California contractor license number. If a General Contractor fails to specify a subcontractor, or if he specifies more than one (1) subcontractor for the same portion of work to be performed under the Contract in excess of one-half of one percent (0.5%), he agrees that he is fully qualified to perform that portion himself and that he shall perform that portion himself.

The Subcontractor List shall be provided with the online electronic proposal on the PlanetBids Vendor Portal as defined in the Instructions to Bidders. The signature below indicates the Subcontractor's List presented online is in compliance with the instructions herein.



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

Signature of Bidder

**BIDDER'S STATEMENT OF
PAST CONTRACT DISQUALIFICATIONS**

***CLINTON KEITH ROAD & DATE STREET PAVEMENT REHABILITATION
CIP 8043, CITY PROJECT NO. 23-469***

The bidder is required to state any and all instances of being disqualified, removed, or otherwise prevented from bidding on or completing any contract for construction.

1. Have you ever been disqualified from any contract?

Yes _____ No

2. If yes, explain the circumstances:

N/A



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

Signature of Bidder

CITY OF MURRIETA, DEPARTMENT OF PUBLIC WORKS/ENGINEERING

NON-COLLUSION AFFIDAVIT

*CLINTON KEITH ROAD & DATE STREET PAVEMENT REHABILITATION
CIP 8043, CITY PROJECT NO. 23-469*

State of California)
)
County of ORANGE) ss

The undersigned declares:

I am the CEO, PRES, VP, SEC, TREA. of ONYX PAVING COMPANY, INC., 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 to 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 or any breakdown thereof, or the contents thereof, or divulged the information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or 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 laws of the State of California that the foregoing is true and correct and that this declaration is executed on 2/8/2024, at ANAHEIM,
CALIFORNIA.
State Date City

By: 

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

Notary Public

Date: 2/8/2024



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)

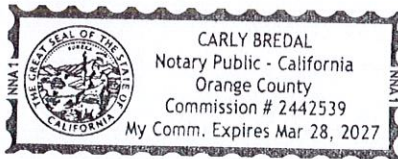
On February 8, 2024 before me, Carly Bredal, Notary Public,
Date Here Insert Name and Title of the Officer

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 Carly Bredal
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: _____

CITY OF MURRIETA, DEPARTMENT OF PUBLIC WORKS/ENGINEERING

BIDDER'S AGREEMENT

***CLINTON KEITH ROAD & DATE STREET PAVEMENT REHABILITATION
CIP 8043, CITY PROJECT NO. 23-469***

The undersigned also agrees as follows:

FIRST: Execute the Contract, scan, and submit with the online electronic proposal.

SECOND: Within **ten (10) calendar days** from the receipt of the Notice of Award of Contract, furnish to City, two (2) satisfactory bonds in the amounts specified in the Notice Inviting Bids guarantying the faithful performance of the work and payment of bills.

THIRD: To begin work on the date specified in the Notice to Proceed, April 1st, 2024.

Accompanying this proposal is cash, a cashier's check, a certified check, or a bidder's bond for not less than ten percent (10%) of the total amount of the bid payable to City which is to be forfeited, as liquidated damages, if, in the event Contractor does not execute the Contract and furnish satisfactory bonds under the conditions and within the time specified in this proposal, otherwise said cash, cashier's check, certified check, or bidder's bond is to be returned to the undersigned. Within fifteen (15) calendar days after award of this Contract, City will return the bidder's bond accompanying such proposal not considered in making the award. All other bidder's bonds will be held until the Contract has been finally executed; they will then be returned to the bidders whose proposals they accompany.




ONYX PAVING COMPANY, INC.

BIDDER'S NAME

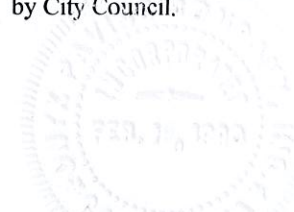
2890 E. LA CRESTA AVE. ANAHEIM, CA 92806

BIDDER'S ADDRESS

IMPORTANT NOTICE: If bidder is a corporation, state legal name of corporation and names of the president, secretary, treasurer, and manager; if co-partnership, state true name of firm and names of all individual co-partners composing firm; or, if individual, state first and last names in full.

 _____ Officer's Signature	COREY R. KIRSCHNER - CEO, PRES, VP, SEC, TREA. _____ Title	2/8/2024 _____ Date
 _____ Officer's Signature	COREY R. KIRSCHNER - CEO, PRES, VP, SEC, TREA. _____ Title	2/8/2024 _____ Date
 _____ Officer's Signature	COREY R. KIRSCHNER - CEO, PRES, VP, SEC, TREA. _____ Title	2/8/2024 _____ Date

Signature and title of the officer(s) set forth above shall be authorized to sign contracts on behalf of the corporation, co-partnership, or individual. If signature is by an agent, other than an officer of the corporation or a member of a partnership, a Power of Attorney must be on file with City prior to or at time of bid opening; otherwise, the bid will be subject to rejection by City Council.



AIA[®] Document A310[™] – 2010

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Onyx Paving Company, Inc.
2890 East La Cresta Avenue
Anaheim, CA 92806

SURETY:

(Name, legal status and principal place of business)

SiriusPoint America Insurance Company
1 World Trade Center 285 Fulton Street,
47th Floor, Suite. 47J
New York, NY 10007

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

OWNER:

(Name, legal status and address)

City of Murrieta
1 Town Square,
Murrieta, CA 92562

BOND AMOUNT: Ten Percent of the Total Amount Bid (10%)

PROJECT:

(Name, location or address, and Project number, if any)

CLINTON KEITH ROAD AND DATE STREET PAVEMENT REHABILITATION CIP 8043 Project Number, if any:

CITY PROJECT NO. 23-469

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

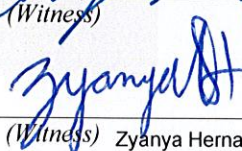
If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 7th day of February, 2024.



(Witness) Carly Bredal



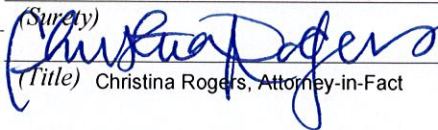
(Witness) Zyanya Hernandez

Onyx Paving Company, Inc.

(Principal)

(Title) Corey R. Kirschner - CEO
SiriusPoint America Insurance Company

(Surety)



(Title) Christina Rogers, Attorney-in-Fact



Init.

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)

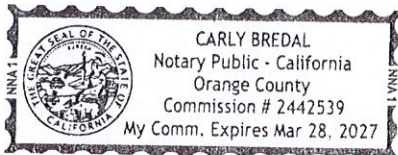
On February 7, 2024 before me, Carly Bredal, Notary Public,
Date Here Insert Name and Title of the Officer

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 Carly Bredal
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

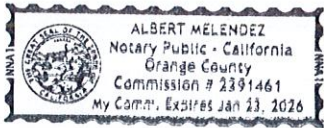
A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }
County of Orange }

On FEB 07 2024, before me, Albert Melendez, Notary Public,
personally appeared Christina Rogers

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(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

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: _____

PERTAM01_0823

**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

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: Melissa J. Ralph
Melissa J. Ralph
Secretary

State of New Jersey)
County of Monmouth) ss.

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.



TNAEJA E LEWIS-SCOTT
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 7th day of February, 2024.



Melissa J. Ralph
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.

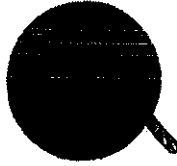


Thank you for your continued business.

Sincerely,

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

Joshua C. Betz
President, Applied Surety Underwriters



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: PALISADES PAVEMENT REPAIR, CC-07

PROJECT DESCRIPTION: PAVEMENT REPAIR

APPROXIMATE CONSTRUCTION DATES: SEP 2022

AGENCY: CITY OF LAGUNA NIGUEL - 30111 CROWN VALLEY PARKWAY, LAGUNA NIGUEL, CA 92677

CONTACT PERSON: JEFF METZ 949-362-4344

ORIGINAL CONTRACT AMOUNT: \$292,000.00

FINAL CONTRACT AMOUNT: \$199,999.65

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: 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: AGENCY HAD ADDITIONAL SCOPES OF WORK.

DID THE AGENCY FILE ANY CLAIMS AGAINST YOU? NO

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



PROJECT NAME: 2020 RESIDENTIAL STREET REHABILITATION PROJECT

PROJECT DESCRIPTION: CITYWIDE STREET IMPROVEMENTS

APPROXIMATE CONSTRUCTION DATES: JULY 2021 - NOV 2021

AGENCY: CITY OF SOUTH EL MONTE - 1415 SANTA ANITA AVE, SOUTH EL MONTE, CA 91733

CONTACT PERSON: OKAN DEMIRCI - 714-319-6137

ORIGINAL CONTRACT AMOUNT: \$614,000.00

FINAL CONTRACT AMOUNT: \$706,010.03

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

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: DESI GUTIERREZ 562-622-3468

ORIGINAL CONTRACT AMOUNT: \$3,227,00.00

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

PROJECT NAME: SOBOBA STREET RESURFACING PROJECT

PROJECT DESCRIPTION: STREET REHABILITATION AND RECONSTRUCTION

APPROXIMATE CONSTRUCTION DATES: AUG 2022 – OCT 2022

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

PERSON: TRAI NGUYEN 951-961-5363

ORIGINAL CONTRACT AMOUNT: \$ 1,272,000.00

FINAL CONTRACT AMOUNT: \$1,160,284.10

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**



PROJECT NAME: 2019/20 ARTERIAL AND MINOR STREETS MAINTENANCE PHASE 2

PROJECT DESCRIPTION: CITYWIDE STREET IMPROVEMENTS

APPROXIMATE CONSTRUCTION DATES: DEC 2021 – NOV 2022

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

CONTACT PERSON: STEVEN HOWARD 951-826-5311

ORIGINAL CONTRACT AMOUNT: \$4,585,000.00

FINAL CONTRACT AMOUNT: \$4,558,151.40

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

DID THE AGENCY FILE ANY CLAIMS AGAINST YOU? NO

PROJECT NAME: FY 2021-22 ANNUAL ROADWAY REHABILITATION AND SIDEWALK REPAIR

PROJECT DESCRIPTION: VARIOUS STREET IMPROVEMENTS

APPROXIMATE CONSTRUCTION DATES: JUNE 2022 - SEP 2022

AGENCY: CITY OF TUSTIN - 300 CENTENNIAL WAY, TUSTIN, CA 92780

CONTACT PERSON: JOANN WU 714-573-3157

ORIGINAL CONTRACT AMOUNT: \$2,442,000.00

FINAL CONTRACT AMOUNT: \$2,413,734.93

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

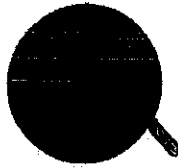
IF FINAL AMOUNT IS DIFFERENT FROM ORIGINAL AMOUNT, PLEASE EXPLAIN: FIELD QUANTITIES DIFFERED FROM BID

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



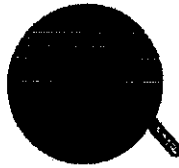
REFERENCES

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

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



Haagen Company, LLC 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>JOBS 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***

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



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 Carl
KELTERITE CORP. 12231 PANGBORN AVE. DOWNEY, CA (562) 401-0011 Gladys
VULCAN MATERIALS CO. 16013 E. FOOTHILL BLVD, IRWINDALE, CA 91702 (858) 530-9414 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



ERICKSON-HALL CONST. CO.

500 CORPORATE DR., ESCONDIDO, CA 92069

(760) 796-7700 Justin Sinnott

RESUME

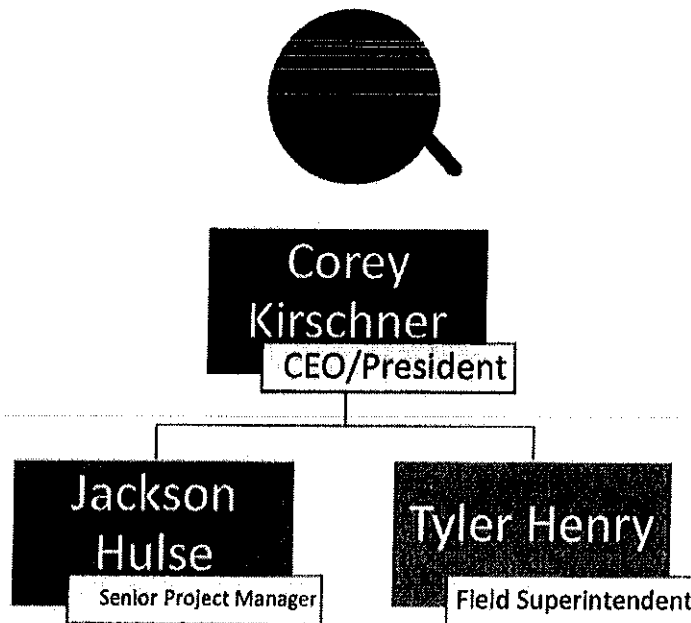
Corey Kirschner has over 20 years of experience both as an estimator and CEO. Corey is an experienced estimator and lead a majority of those years being the Chief Estimator before becoming CEO and President of Onyx Paving Company, Inc. Over the short period of time here at Onyx Paving, Corey has completed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



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 annulled for any reason. It becomes void if not removed.

David R. Fogt, Registrar of Contractors



CONTRACTORS
STATE LICENSE BOARD
ACTIVE LICENSE



License Number **630360**

Entity **CORP**

Business Name **ONYX PAVING COMPANY INC**

Classification(s) **A C12**



Expiration Date **10/31/2025**

www.cslb.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/ ANAHEIM
Province:

Physical Business Address: 2890 E. LA CRESTA AVENUE

Physical Business State: CA

Physical Business Postal 92806
Code:

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@onypaving.com

Applicant's Email: davidw@onypaving.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.

ONYX PAVING COMPANY, INC.
License # 630360 -- DIR # 1000004798

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

October 28, 2020

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

Approval of Loan Transaction

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

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

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

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

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

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

RESOLVED FURTHER, that the Officer, in the name of the Corporation, is hereby 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 renewals or extensions or other instruments 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

**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.

Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

2 Business name (if 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.

- Individual sole proprietor or single-member LLO
- Corporation
- S Corporation
- Partnership
- Trust/estate
- Limited liability company. Enter the tax classification (C=Corporation, S=S corporation, P=Partnership) **▶**
(Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLO if the LLO is classified as a single-member LLO that is disregarded from the owner unless the owner of the LLO is another LLO that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLO that is disregarded from the owner should check the appropriate box for the tax classification of its owner.)
- Other (see instructions) **▶**

4 Exemption 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) _____

Marker to indicate restricted article (UAI)

5 Address (number, street, and apt. or suite no.) See instructions.

2880 EAST LA CRESTA AVE

ANAHEIM, CA 92808

7 List account number(s) here (optional)

Requester's name and address (optional)

Part II 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 requestor other than the requester, or a disregarded entity, see the instructions for Part II, 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

--	--	--	--	--	--	--	--	--	--	--	--

or

Employer identification number

--	--	--	--	--	--	--	--	--	--	--	--

Part III Certification

Under penalties of perjury, I certify that:

- 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
- 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
- I am a U.S. citizen or other U.S. person (defined below); and
- 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

ANNA RAYSON

Date

3/22/2021

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 (stocks 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-O (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)

2/20/2024

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	
License#: 0F69771 ONYXPAV-01	INSURER A: American Zurich Insurance Comp	NAIC # 40142
INSURED Onyx Paving Company, Inc. 2890 E. La Cresta Avenue Anaheim CA 92806-1816	INSURER B: Zurich American Insurance Comp	16535
	INSURER C: Scottsdale Insurance Company	41297
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 345671872 **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	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:			BCS2000426	3/14/2023	3/14/2024	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 - COMP/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) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WC106300505	10/1/2023	10/1/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER 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 City of Murrieta 1 Town Square Murrieta CA 92562	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
---	--

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**State of California
Secretary of State**

8

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

G076477

FILED

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

IMPORTANT -- READ INSTRUCTIONS BEFORE COMPLETING THIS FORM.

OCT-01 2018

1. **CORPORATE NAME**
ONYX PAVING COMPANY, INC.

2. **CALIFORNIA CORPORATE NUMBER**
C1689076

The Space for Filing Use 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 5 cannot be P.O. Boxes.)

4. STREET ADDRESS OF PRINCIPAL EXECUTIVE OFFICE 2890 E. LA CRESTA AVE., ANAHEIM, CA 92808	CITY	STATE	ZIP CODE
5. STREET ADDRESS OF PRINCIPAL BUSINESS OFFICE IN CALIFORNIA, IF ANY 2890 E. LA CRESTA AVE., ANAHEIM, CA 92808	CITY	STATE	ZIP CODE
6. MAILING ADDRESS OF CORPORATION, IF DIFFERENT THAN ITEM 4	CITY	STATE	ZIP CODE

Names and Complete Addresses of the Following Officers (The corporation must list these three officers. A comparable title for the specific officer may be added; however, the preprinted title on this form must not be altered.)

7. CHIEF EXECUTIVE OFFICER/ COREY KIRSCHNER	ADDRESS 2890 E. LA CRESTA AVE., ANAHEIM, CA 92808	CITY	STATE	ZIP CODE
8. SECRETARY COREY KIRSCHNER	ADDRESS 2890 E. LA CRESTA AVE., ANAHEIM, CA 92808	CITY	STATE	ZIP CODE
9. CHIEF FINANCIAL OFFICER/ COREY KIRSCHNER	ADDRESS 2890 E. LA CRESTA AVE., ANAHEIM, CA 92808	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 92808	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
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 92808

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
 10/01/2018 AFSHIN HAKIM ATTORNEY



**State of California
Secretary of State**

8

Statement of Information

(Domestic Stock and Agricultural Cooperative Corporations)

FEE (Filing and Disclosure): \$25.00.

If this is an amendment, see Instructions.

IMPORTANT - READ INSTRUCTIONS BEFORE COMPLETING THIS FORM

GB88157

FILED

(In the office of the Secretary of State
of the State of California)

JAN-03 2020

1. CORPORATE NAME

ONYX PAVING COMPANY, INC.

2. CALIFORNIA CORPORATE NUMBER

C1659076

This Space for Filing Use Only

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

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

Names and Complete Addresses of the Following Officers (The corporation must list these three officers. A comparable title for the specific officer may be added; however, the preprinted titles on this form must not be altered.)

7. CHIEF EXECUTIVE OFFICER ADDRESS CITY STATE ZIP CODE

8. SECRETARY ADDRESS CITY STATE ZIP CODE

9. CHIEF FINANCIAL OFFICER ADDRESS CITY STATE ZIP CODE

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

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 16 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 1506 and Item 16 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 TYPEPRINT NAME OF PERSON COMPLETING FORM TITLE SIGNATURE

California Environmental Protection Agency
Air Resources Board

March 1, 2023

**CERTIFICATE OF REPORTED COMPLIANCE
IN-USE OFF-ROAD DIESEL-FUELED FLEETS
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 2/29/2024**



Sydney Vergis
Chief, Mobile Source Control Division
California Air Resources Board

Off-road Diesel Fleet Identification

2694

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

California Environmental Protection Agency
Air Resources Board

March 1, 2023

**CERTIFICATE OF REPORTED COMPLIANCE
IN-USE OFF-ROAD DIESEL-FUELED FLEETS
REGULATION is issued to
ALL AMERICAN ASPHALT**

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 2/29/2024**


Sydney Utzig
Chief, Mobile Source Control Division
California Air Resources Board

Off-road Diesel Fleet Identification

1302


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

California Environmental Protection Agency
Air Resources Board

March 1, 2023

**CERTIFICATE OF REPORTED COMPLIANCE
IN-USE OFF-ROAD DIESEL-FUELED FLEETS
REGULATION is issued to
ELECNR BELCO ELECTRIC 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 2/29/2024**


Sydney Vergis
Chief, Mobile Source Control Division
California Air Resources Board

Off-road Diesel Fleet Identification

152988

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



Logos Engineering will utilize
Burros Backhoe Service.

CERTIFICATE OF INSURANCE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/20/2024

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	
License#: 0F69771 ONYXPAV-01	INSURER A: American Zurich Insurance Comp	NAIC # 40142
INSURED Onyx Paving Company, Inc. 2890 E. La Cresta Avenue Anaheim CA 92806-1816	INSURER B: Zurich American Insurance Comp	16535
	INSURER C: Scottsdale Insurance Company	41297
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 345671872

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	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:			BCS2000426	3/14/2023	3/14/2024	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 - COMP/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 <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WC106300505	10/1/2023	10/1/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER 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**

City of Murrieta
 1 Town Square
 Murrieta CA 92562

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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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	(Empty)	

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 #24-016. Clinton Keith Road & Date Street Pavement Rehabilitation CIP 8043, City Project No. 23-469.

Certificate Holder Vesting:
 City of Murrieta

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.

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.

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.

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.

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.

ATTACHED TO AND FORMING A PART OF POLICY NUMBER	ENDORSEMENT EFFECTIVE DATE (12:01 A.M. STANDARD TIME)	NAMED INSURED	AGENT NO.
BCS2000426	03/14/2023	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.

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 1063006-05	10/01/2023	10/01/2024		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.

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	Job Description
<p>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.</p>	