

**CITY OF DESERT HOT SPRINGS
STATE OF CALIFORNIA
CONTRACT DOCUMENTS
SPECIFICATIONS AND CONSTRUCTION PLANS
FOR
HACIENDA AVENUE STREET IMPROVEMENTS**

Federal Project No. ATPL-5384(022)

City Project # 3003

In the City of Desert Hot Springs



The City Clerk of the City of Desert Hot Springs, California will receive at the Office of the City Clerk, City Hall, 11999 Pierson Boulevard, Desert Hot Springs, CA 92240 until 3:00PM on Monday November 25, 2024 sealed proposals for the performance of the described services.

**Published
October 22 2024**

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APPENDICES

APPENDIX A –PLANS

**CITY PROJECT NO. 3003
Hacienda Avenue Street Improvements**

NOTICE INVITING BID PROPOSALS

for

Hacienda Avenue Street Improvements

CITY PROJECT NO. 3003

CITY OF DESERT HOT SPRINGS

RECEIPT OF BID PROPOSALS: Sealed bids will be received by the City of Desert Hot Spring Department of Public Works, for furnishing of all labor, material, tools, and equipment necessary for street improvements including road widening, sidewalk, ADA ramps, lighting, landscaping, striping and the performance of other appurtenant works as more particularly described in the specifications under City Project No. 3003, Hacienda Avenue Street Improvements, in the City of Desert Hot Springs.

The bids must be submitted on the Proposal Form at the Office of City Clerk, located at 11999 Palm Drive, Desert Hot Springs, CA 92240, before 3:00 p.m. on Monday November 25, 2024. Public Works "Bid: Hacienda Avenue Street Improvements City Project No. 3003" shall appear on the envelope of each sealed bid proposal and each bid proposal sealed envelope shall be addressed to the City Clerk, City Hall, 11999 Palm Drive, Desert Hot Springs, Ca 92240.

The bids will then will be publicly opened and read in the Office of the City Clerk, City Hall, 11999 Palm Drive, Desert Hot Springs, CA 92240 at 3:15 p.m. on Monday November 25, 2024.

Each submitted bid proposal must be accompanied by a certified or cashier's check, or a surety bond, payable to the City of Desert Hot Springs in the amount equivalent to at least 10% of the total aggregate bid price of such bid proposal, as a guaranty that the bidder, if its bid proposal be accepted, will enter into and execute the awarded contract, and furnish the required bonds in connection therewith, in accordance with the terms of the aforementioned Specifications.

No bid proposal will be accepted from a CONTRACTOR who has not been licensed in accordance with the provisions of the Business and Professions Code. The work requires a California Class "A" contractor's license.

The bids must be submitted on the proposal forms included in the bidder's package of the contract documents. All bids must be original documents and signatures, copies will NOT be accepted. Incomplete bid packages will be deemed non-responsive.

TIME OF COMPLETION AND LIQUIDATED DAMAGES: BIDDER must agree to commence work on or before the date of the written "Notice to Proceed" (NTP) of the AGENCY and to fully complete the project in 365 consecutive calendar days. BIDDER must agree also to pay as liquidated damages, the sum of One Thousand Dollars (\$1,000.00) for each working day thereafter as provided in these Specifications.

CITY PROJECT NO. 3003
Hacienda Avenue Street Improvements

OBTAINING CONTRACT DOCUMENTS: Plans, Specifications, and Bid Package for the City of Desert Hot Springs PD Annex Building Project are ONLY available to be ordered online at: www.planitprintworks.com. For orders by phone, contact: Planit Print Works at (760) 345-2500. Additional information regarding the purchase of contract Plans and Specifications may be obtained by telephoning Daniel Lopez at (760) 329-6411 Ext. 221..

The contract Specifications include by reference the "City of Desert Hot Springs Standard Specifications" (available online at www.cityofdhs.org); Mission Springs Water District (MSWD), "Developer / Contractor Handbook and Guidelines for Design and Construction of Water and Sewer Facilities," Latest Manual; Southern California Edison, "Underground Structures Standard (USG)," Latest Manual; "Standard Specifications for Public Works Construction," 2015 Edition, as published by Building News, Inc.; and "Standard Specifications for State of California, Department of Transportation," Latest Edition. The MSWD, on-line version of the manual is available at MSWD Web site, the SCE "Underground Structures Standard (USG) Manual," on-line version of the manual is available at SCE's Standards & Publications Web site, "Standard Specifications for Public Works Construction," 2015 Edition is available at Building News, Inc., 1612 South Clementine Street, Anaheim, CA 92802, Tel: (714) 517-0970, and "Standard Specifications for State of California, Department of Public Works," may be obtained from: State of California, Department of Transportation Publication Distribution Unit, 1900 Royal Oaks Drive, Sacramento, CA 95815 (916)263-0822 or Publication Unit Web site: <http://caltrans-opac.ca.gov/publicat.htm>.

ADDITIONAL BID INFORMATION AND REQUIREMENTS: All Pre-bid inquiries and questions shall be directed to Daniel Lopez, via email only at dlopez@cityofdhs.org and include "Pre-bid Questions for Hacienda Avenue Street Improvement Project 3003" in the "Subject Line". **Pre-bid questions will not be accepted after 5 p.m. on November 13, 2024.** Pre-Bid questions only from General Contractors will be answered. Subcontractor questions will not be answered.

The successful CONTRACTOR and his subcontractors will be required to possess business licenses from the City of Desert Hot Springs.

The contract, if awarded, will be awarded to a responsible contractor with the lowest responsive bid; however, the City of Desert Hot Springs reserves the right to reject any and all bid proposals. The City reserves the right to find a Bid Proposal of a bidder who has been delinquent, is in current litigation with the City or has been within the preceding 12 months or was unfaithful in any former contract with the City non-responsible. No BIDDER may withdraw his/her Bid Proposal for a period of sixty days after the date of the bid proposal opening.

A responsible contractor is one who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity, and experience to satisfactorily perform the contract. It is the City's policy to conduct business only with responsible contractors.

The successful bidder will be required to fully comply with all applicable State and Federal reporting requirements relating to employment reporting for its employees and

CITY PROJECT NO. 3003
Hacienda Avenue Street Improvements

comply with all lawfully served Wage and Earnings Assignment Orders and Notice of Assignment and continue to maintain compliance throughout the duration of the contract. Failure to comply may be cause for termination of the contract or initiation of debarment proceedings.

All persons performing the work shall be paid not less than the General Prevailing Wage Determination prepared by the Director of Industrial Relations pursuant to the State Labor Code. Copies of these wage rates are available at the Department of Public Works.

The successful bidder must provide full disclosure of False Claims Act violations, labor law/payroll violations, debarments, and civil/criminal legal actions as provided in the Instructions to Bidders. Failure to complete these forms may result in a determination that the bidder is nonresponsive and/or not responsible.

The successful bidder, hereinafter called "the CONTRACTOR" to whom this contract is awarded will be required, before execution of the contract by the City of Desert Hot Springs, hereinafter "the AGENCY," to file with said AGENCY surety bonds as follows:

A "Faithful Performance Bond" amounting to 100% of the total contract price is required for all contracts.

A "Payment Bond" (labor and material) amounting to 100% of the total contract price is required for all contracts.

A "Certificate of Liability Insurance," naming the City of Desert Hot Springs and The County of Riverside as an additional insured. See "Insurance and Bonds" paragraphs within the Special Instructions to Bidders Section.

A "Certificate of Worker's Compensation Insurance".

And a "Certificate of Commercial Vehicle Liability Insurance" (See "Insurance and Bonds" paragraphs within the Special Instructions to Bidders Section.

Surety bonds shall be subject to the condition that the surety thereon be approved by the AGENCY Attorney and AGENCY Council. Bonding forms are included in this document.

As provided for in Section 4590 of the California Government Code and in Section 22300 of the State Public Contract Code, the contractor may substitute securities for any monies withheld by the Agency to ensure performance under the contract, or enter into an escrow agreement for payment of such monies to an escrow agent.

Affirmative action to ensure against discrimination in employment practices on the basis of race, color, national origin, ancestry, sex, or religion will also be required. The City hereby affirmatively ensures that minority business enterprises will be afforded full opportunity to submit bids in response to this notice and will not be discriminated against on the basis of race, color, national origin, ancestry, sex, or religion in any consideration leading to the award of contract.

CITY PROJECT NO. 3003
Hacienda Avenue Street Improvements

The City supports and encourages equal opportunity contracting.

FEDERAL FUNDING

This project is being financed with Active Transportation Program (ATP), created by Senate Bill 99 (Chapter 359, Statutes of 2013) and Assembly Bill 101 (Chapter 354, Statutes of 2013), consolidated several federal and state transportation programs to focus on making California a national leader in active transportation.

PREVAILING WAGES

Pursuant to Section 1773 of the Labor Code, the general prevailing wage rates, including the per diem wages applicable to the work, and for holiday and overtime work, including employer payments for health and welfare, pension, vacation, and similar purposes, in the County of Riverside in which the work is to be done, have been determined by the Director of the Department of Industrial Relations, State of California. These wages are set forth in the General Prevailing Wage Rates for this project, available from the California Department of Industrial Relations' Internet web site at www.dir.ca.gov. Future effective prevailing wage rates which have been predetermined, and are on file with the California Department of Industrial Relations, are referenced but not printed in the general prevailing wage rates.

The Federal minimum wage rate requirements, as predetermined by the Secretary of Labor, are set forth in the books issued for bidding purposes, referred to herein as Project Bid Documents (Special Federal Provisions), and in copies of this book which may be examined at the office described above where the project plans, special provisions, and proposal forms may be seen. Addenda to modify the minimum wage rates, if necessary, will be issued to holders of the Project Bid Documents.

Engineer's Cost Estimate

The engineer's cost estimate for this project is \$5,000,000.00.

PROPOSED CONSTRUCTION SCHEDULE

The following schedule is to be required for the proposed project. The schedule may be extended by the City due to circumstances unforeseen at the time of advertisement.

October 22, 2024	Request For Proposal Released
November 13, 2024	Last day for bidder to submit questions
November 25, 2024	Bids Submitted by 3:00PM
December 5, 2024	Anticipated award of construction contract
January 2025	Contracts fully executed
February 2025	Pre-Construction meeting
March 2025	Notice to proceed issued
March 2026	Construction completed

CITY PROJECT NO. 3003
Hacienda Avenue Street Improvements

CITY OF DESERT HOT SPRINGS
JERRYL SORIANO, CMC, CITY CLERK
City of Desert Hot Springs
11999 Palm Drive,
Desert Hot Springs, California 92240
(760) 329-6411

Released: October 22, 2024

SPECIAL INSTRUCTIONS TO BIDDERS

To be used in conjunction with the
STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION

And to be made a part of:

Hacienda Avenue Street Improvements

Project # 3003

In the City of Desert Hot Springs



Specifications Prepared By:

City of Desert Hot Springs

**Plans Prepared By:
Kimley-Horn**

SPECIAL INSTRUCTIONS TO BIDDERS

BID PROPOSAL REQUIREMENTS AND CONDITIONS:

GENERAL: Bid Proposals shall be submitted to the City of Desert Hot Springs, hereinafter, "the AGENCY," or "the City" on forms prepared and furnished for the purpose, which may be obtained at the office of the Agency. When presented they must be completely made out in the manner and form indicated therein, showing the proposed prices clearly and legible, and must be properly signed by the bidder. Bid Proposals presented otherwise may not be considered.

Each bid proposal so submitted, together with the required bid proposal guaranty hereinafter prescribed, shall be presented under sealed cover; and must be filed prior to the time, and at the place, designated in the Notice Inviting Sealed Bid Proposals. A bid proposal so presented, however, may be withdrawn by the bidder, provided the request therefore is made in writing, is signed by the bidder or his authorized representative, and is filed prior to the time fixed for the opening of bids. The withdrawal of a bid proposal does not prejudice the right of the bidder to file a new bid proposal.

All bid proposals submitted, as aforementioned prescribed will be publicly opened and read at the time and place indicated in the Notice Inviting Sealed Bid Proposals.

Bidders must satisfy themselves by personal examination of the location of the proposed work and by such other means as they may prefer as to the actual conditions and requirements of the work, and shall not at any time after submission of the bid proposal dispute, complain, or assert that there was any misunderstanding in regard to the nature or amount of work to be done.

APPROXIMATE ESTIMATE: The quantities shown in the bid proposal form, and in the estimate included in the Specifications, shall be considered as approximate only, being listed therein for the purpose of serving as a general indication of the amount of work or materials to be performed or furnished, and as a basis for the comparison of bid proposals and the Agency does not guarantee nor agree, either expressly or by implication, that the actual amounts required will correspond therewith, but reserves the right to increase or decrease the amount of any item or portion of work or material to be performed or furnished, or to omit any such item or portion, in accordance with the provisions relative thereto set forth in the Special Provisions or Standard Specifications, under which the work is to be constructed, without in any way invalidating the contract, should such increase, decrease or omission be deemed necessary or expedient.

BID PROPOSAL GUARANTY: Each bid proposal submitted must be accompanied either by cash, or by a certified or cashier's check, or a surety bond, payable to the Agency, in an amount equivalent to at least ten percent (10%) of the total aggregate bid price of such bid proposal, or in such additional amount as may be otherwise provided by law, as a guarantee that the bidder, if his bid proposal be accepted, will enter into and execute the awarded contract: and no bid proposal will be accepted unless such cash, check or surety bond is enclosed therewith. However, the use of a surety bond in this connection shall be subject to the condition that the surety thereon be approved by the Agency's Director of Finance and Legal Counsel.

Should any bidder to whom an award is made fail to properly enter into and execute the awarded contract, the cash, check or bond submitted with his bid proposal shall be forfeited to, and

become the property of the Agency; whereupon the Agency shall have the right to collect the amount thereof by any appropriate means.

Following the award of the contract the bid proposal guarantees will be returned to the respective bidders by whom they were submitted, except as otherwise provided.

DISQUALIFICATION OF BIDDERS: More than one bid proposal for the same work from any individual, firm, partnership, corporation, or association under the same or different names, will not be accepted; and reasonable grounds for believing that any bidder is interested in more than one bid proposal for the work will be cause for rejecting all bid proposals in which such bidder is interested. Apparent collusion among bidders will likewise be sufficient cause for rejecting any or all bid proposals and the participants in such collusion may be barred from future bidding.

Bid proposals in which the prices are obviously unbalanced, and those which are incomplete or show any alteration of form, erasures or irregularities of any kind, or contain any additions or conditional or alternate bids that are not called for or otherwise permitted, may be rejected. A bid proposal on which the signature of the bidder has been omitted may, at the discretion of the Agency, be rejected.

COMPETENCY OF BIDDERS: Bidders must be thoroughly competent, and capable of satisfactorily performing the work covered by the bid proposal; and when requested shall furnish such statements relative to previous experience on similar work, the plan of procedure proposed, and the organization, machinery, plant and other equipment available for the contemplated work, and the financial condition and resources of the bidder, as may be deemed necessary by the City Engineer in determining such competence and capability.

CONTRACTOR'S LICENSE: Each bidder shall be licensed as a Contractor in accordance with the provisions of Chapter 9 of Division 3 of the Business and Professions Code at the time of submitting his bid proposal.

The signature in the Bid Proposal shall clearly show the bidder's name, address, telephone number, valid State of California Contractors License number, and proper license class to perform the work under the contract.

Any bid proposal submitted which does not show the above information may be considered an incomplete bid proposal and rejected as such.

SIGNATURE: The bid proposal must be signed in the name of the bidder and must bear the signature in longhand of the person or persons duly authorized to sign the bid proposal on behalf of the bidder.

MODIFICATIONS: Changes in or additions to the bid proposal form, recapitulations of the work bid upon, alternative bid proposals or any other modifications of the bid proposal form which is not specifically called for in the contract documents may result in the Agency's rejection of the bid proposal as not being responsible to the invitation to bid. No oral or telephonic modification of any bid proposal submitted will be considered, but a telegraphic modification may be considered and only if a postmark evidences that a confirmation of the

telegram duly signed by the bidder was placed in the mail prior to the opening of bid proposals. The bid proposal submitted must not contain any erasures, interlineations, or other corrections unless each such correction is suitably authenticated by affixing in the margin immediately opposite the correction the surname or surnames of the person or persons signing the bid proposal.

DISCREPANCIES IN BID PROPOSALS: If the amounts bid on individual items (if called for) do not in fact add to the total amount shown by the bidder, the correctly added total of the individual items shall prevail over the total figure shown. The estimated quantities and amounts are for the purpose of comparison of bid proposals only. The City Council of the City of Desert Hot Springs reserves the right to reject any or all bid proposals and to waive any irregularity or informality in any bid proposals to the extent permitted by law.

BIDDER'S EXAMINATION OF SITE: Each bidder shall examine carefully the site of the proposed work and the contract documents therefore. It will be assumed that the bidder has investigated and is satisfied as to the conditions to be encountered as to the character, quality, and quantity of materials to be furnished, and as to the requirements of the contract, specifications and drawings. The name of the individual who examined the site of the work and the date of such examination shall be stated in the bid proposal.

By submitting a bid proposal, the bidder will be held to have personally examined the site and the drawings, to have carefully read the specifications, and to have satisfied himself as to his ability to meet all requirements attendant to the execution of the proposed contract before the delivery of his bid proposal, and agrees that if he is awarded the contract, he will make no claim against the City of Desert Hot Springs based on ignorance or misunderstanding of the contract provisions.

WITHDRAWAL OF BID PROPOSALS: Any bidder may withdraw his bid proposal either personally, by written request, or by telegraphic request confirmed in the manner specified above at any time prior to the scheduled closing date and time for receipt of bid proposals.

INSURANCE AND BONDS: The Contractor shall not commence work under this contract until he has secured all insurance and bonds required under this section nor shall he allow any subcontractor to commence work on this contract until all similar insurance and bonds required of the subcontractor have been obtained. All insurance issued in compliance with this section shall be issued in the form, and be an insurer or insurers, satisfactory to and first approved by the AGENCY in writing. Certificates of insurance in the amounts required shall be furnished by the Contractor to the AGENCY prior to the commencement of work.

The Contractor shall maintain adequate Worker's Compensation Insurance under the laws of the State of California for all labor employed by him or by any subcontractor under him who may come within the protection of such Worker's Compensation Insurance laws. The Contractor shall maintain public liability insurance to protect said Contractor and the AGENCY against loss from liability imposed by law, for damages on account of bodily injury, including death resulting therefrom, suffered or alleged to have been suffered by any person or persons, other than employees, resulting directly or indirectly from the performance or execution of this contract or any subcontract thereunder, and also to protect said Contractor and the AGENCY against loss from liability imposed by law, for damage to any property, damage insurance shall be maintained

by the Contractor in full force and effect during the entire period of performance under this contract, in the amount of not less than \$1,000,000 for one person injured in the accident and in the amount of not less than \$1,000,000 for more than one person injured in one accident and in the amount of not less than \$1,000,000 with respect to any property damage aforesaid.

The Contractor shall secure with a responsible corporate surety, or corporate sureties, satisfactory bonds conditioned upon faithful performance by the Contractor of all requirements under the contract and upon the payment of claims of materials, men and laborers thereunder. The faithful performance bond shall be in the sum of not less than one hundred percent (100%) of the estimated aggregate amount of the payments to be made under the contract computed on the basis of the prices stated in the proposal. The labor and material bond shall be in the sum of not less than one hundred percent (100%) of the estimated aggregate amount of the payments to be made under the contract computed on the basis of the prices stated in the proposal.

INTERPRETATION OF PLANS AND DOCUMENTS: If any person contemplating submitting a bid proposal for the proposed contract is in doubt as to the true meaning of any part of the drawings, specifications, or other contract documents, or finds discrepancies in, or omissions from the drawings and specifications, he may submit to the Agency a written request for an interpretation or correction thereof. The person submitting the request will be responsible for its prompt delivery. Any interpretation or correction of the contract documents will be made only by Addendum duly issued and a copy of such addendum will be mailed or delivered to each person receiving a set of the contract documents. No person is authorized to make any oral interpretation of any provision in the contract documents to any bidder, and no bidder is authorized to reply on any such unauthorized oral interpretation.

BID PROPOSAL FORM INSTRUCTIONS: Bid proposals are required for the entire work. The amount of the bid proposal for comparison purposes will be the total of all items.

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

In case of discrepancy between the unit price and the total set forth for the item, the unit price shall prevail, provided, however, if the amount set forth as a unit price is ambiguous, unintelligible or uncertain for any cause, or is omitted, or in the case where the unit price is the same amount as the entry in the "Total" column, then the amount set forth in the "Total" column for the item shall prevail in accordance with the following:

- (1) As to lump sum items, the amount set forth in the "Total" column shall be the unit price.
- (2) As to unit price items, the amount set forth in the "Total" column shall be divided by the estimated quantity for the item and the price thus obtained shall be the unit price.

TAXES: No mention shall be made of Sales Tax or Use Tax as all bid prices submitted will be considered to include such taxes.

BID PROTEST PROCEDURES: Any protest of the proposed award of bid to the bidder deemed the lowest responsible bidder must be submitted in writing to the City no later than 5:00 p.m. on the tenth (10th) calendar day following the date of the bid opening.

The initial protest must contain a complete statement of the basis for the protest.

The protest must state the facts and refer to the specific portion of the document or the specific statute that forms the basis for the protest. The protest must include the name, address, and telephone number of the person representing the protesting party.

The party filing the protest must concurrently transmit a copy of the initial protest to the bidder deemed the lowest responsible bidder.

The party filing the protest must have actually submitted a bid on the project. A subcontractor of a party filing a bid on this project may not submit a Bid Protest. A party may not rely on the Bid Protest submitted by another bidder, but must timely pursue its own protest.

The procedure and time limits set forth in this Section are mandatory and are the bidder's sole and exclusive remedy in the event of a Bid Protest. The bidder's failure to fully comply with these procedures shall constitute a waiver of any right to further pursue the Bid Protest, including filing of a challenge of the award pursuant to the California Public Contracts Code, filing of a claim pursuant to the California Government Code, or filing of any other legal proceedings.

The City shall review all timely protests prior to formal award of the bid. The City shall not be required to hold an administrative hearing to consider a timely protest, but may do so at the option of the Engineer, or if otherwise legally required. At the time of the City Council's consideration of the award of the bid, the City Council shall also consider the merits of any timely protests and the Engineer's recommendation thereon. The City Council may either accept the protest and award the bid to the next lowest responsible bidder, or reject the protest and award to the lowest responsible bidder. Nothing in this section shall be construed as a waiver of the City Council's right to reject all bids.

AWARD AND EXECUTION OF CONTRACT:

COMPARISON OF BID PROPOSALS AND AWARD OF CONTRACT: After the bid proposals for the contemplated work have been opened and read as provided herein, the respective totals thereof, determined by applying the unit prices bid to the estimated quantities shown, will be extended and compared; and the results will thereupon be made public.

The award of the contract, if it should be awarded, will be made to the lowest responsive and responsible bidder whose bid proposal complies with all the prescribed requirements, but until an award is made the right will be reserved to reject any or all bid proposals, and to waive technical errors or discrepancies, if to do so is deemed to best serve the interests of the Agency. In no event will an award be made until all necessary investigations are made as to the responsibility qualifications and responsive of the bidder to whom it is proposed to make such award.

EXECUTION OF CONTRACT: The agreement shall be signed by the awardees and returned to the Agency together with the contract bonds, and other contract documents as required in the

Special Provisions, within ten (10) days after it has been delivered or mailed to him or his authorized agent.

No bid proposal shall be considered as being binding upon the Agency until the contract is fully executed; and failure of the awardees to properly execute the awarded contract and file acceptable bonds as provided in the Standard Specifications, shall be just and sufficient cause for the annulment of the award by the Agency and the forfeiture of his bid proposal guaranty.

LISTING SUBCONTRACTORS: Each bidder shall submit a list of the proposed subcontractors on this project as required by the Subletting and Subcontracting Fair Practices Act (Gov. Code Sec. 4100 and following). Forms for this purpose are furnished with the contract documents.

WORKER'S COMPENSATION: In accordance with the provisions of Section 3700 of the Labor Code, the Contractor shall secure the payment of compensation to his employees. The Contractor shall sign and file with the Agency the following certificate prior to performing the work under this contract: "I am aware of the provisions of Section 3700 of the Labor Code which require compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract."

BID DEPOSIT RETURN: Deposits of three or more low bidders on each alternate, the number being at the discretion of the Agency, will be held for sixty days or until posting by the successful bidder of the Bonds required and return of executed copies of the Agreement, whichever first occurs, at which time the deposits will be required after consideration of the bids.

"OR EQUAL": Pursuant to Division 5, Chapter 4, Article 4 (commencing at #4380) Government Code, all specifications shall be deemed to include the words "or equal," provided however that permissible exceptions hereto shall be specifically noted in the specifications.

EMPLOYMENT OF APPRENTICES: The Contractor, and all subcontractors, shall comply with the provisions in Sections 1777-5, (Chapter 1411, Statutes of 1968), and 1777.6 of the California Labor Code concerning the employment of apprentices. The Contractor and any subcontractor under him shall comply with the requirements of said sections in the employment of apprentices; however, the Contractor shall have full responsibility for compliance with said Labor Code section, for all apprenticeable occupations, regardless of any other contractual or employment relationships alleged to exist. In addition to the above State Labor Code Requirements regarding the employment of apprentices and trainees, the Contractor and all subcontractors shall comply with Sections 5 a. 3, Title 29 of the Code of Federal Regulations (29CFR).

EVIDENCE OF RESPONSIBILITY: Upon the request of the AGENCY, a bidder whose bid proposal is under consideration for the award of the contract shall submit promptly to the AGENCY satisfactory evidence showing the bidder's financial resources, his construction experience, and his organization and plant facilities available for the performance of the contract.

PERMITS, FEES, AND LICENSES: The Contractor shall possess valid business licenses for the City of Desert Hot Springs prior to the issuance of the first payment made under this contract.

The Contractor must also secure a "No Fee" permit from the Engineering Department of the City of Desert Hot Springs.

TIME OF COMPLETION AND LIQUIDATED DAMAGES: Bidder must agree to commence work on or before the date of the written "Notice to Proceed" of the AGENCY and to fully complete the project per schedule set forth in the Notice Inviting Bids. Bidder must agree also to pay as liquidated damages, the sum of one thousand dollars (\$1,000.00) for each working day thereafter as provided in these specifications. The total Project is scheduled for 365 consecutive calendar days after commencement of work.

NO REFUND FOR DRAWINGS AND SPECIFICATIONS: Purchasers are advised that upon payment of the appropriate purchase price, the set of contract drawings and specifications become the property of the purchaser and are not to be returned to the City of Desert Hot Springs.

QUANTITIES: The quantity of work for the unit price items to be done under the contract, as noted in the Schedule of Prices, is an estimate and is not to be taken as an expressed or implied statement that the actual quantity of work will correspond to the estimate.

The right is reserved by the City of Desert Hot Springs to increase or decrease or to entirely eliminate items from the work if found desirable or expedient.

The Contractor will not be allowed any claims for anticipated profits, loss of profits or for any damages of any sort because of any difference between the estimated and actual quantities of work done or for work decreased or eliminated by the City of Desert Hot Springs.

The City Council of the City of Desert Hot Springs reserves the right to reject any or all bid proposals and to waive any irregularity or informality in any bid proposal to the extent permitted by law.

ALTERING BID PROPOSALS: The wording of the bid proposals shall not be changed. Any additions, conditions, limitations, or provisions inserted by the bidder will render the bid proposal irregular and may cause its rejection.

Erasures or interlineations in the bid proposal must be explained or noted over the signature of the bidder.

ACCEPTANCE OR REJECTION OF BID PROPOSALS: The City Council of the City of Desert Hot Springs reserves the right to reject any or all bid proposals and to waive any informality or defects in bid proposals received as the best interests of the City of Desert Hot Springs.

Bid Proposals in which the bid prices are obviously unbalanced may be rejected.

Bid proposals in which a bid item is left totally blank will be considered as being non-responsive and automatically rejected.

ADDENDA TO CONTRACT DOCUMENTS: The Engineer may, from time to time, issue addenda to the contract documents during the period of advertising for bid proposals, for the purpose of clarifying or correcting special provisions, plans or bid proposal.

Purchasers of contract documents will be furnished with copies of such addenda, either by first class mail or personal delivery, during the period of advertising. The addenda will be sent to the address of the purchaser of the contract documents left with or furnished to the City of Desert Hot Springs and/or Planit Printworks at the time the purchase was made.

BIDDER'S PROPOSAL

FOR THE Hacienda Avenue Street Improvements Project 3003 IN THE CITY OF DESERT HOT SPRINGS, CALIFORNIA

Date NOVEMBER 22ND 2024

To the City Council of the
City of Desert Hot Springs:

The Undersigned hereby declares:

(a) That the only persons or parties interested in this proposal as principals are the following:

ONYX PAVING COMPANY, INC. - COREY R. KIRSCHNER - CEO

ANTHONY STEEN - PRES. , RICHARD DEVOS - CFO, JAY KIRSCHNER - VP, SEC , TREAS.

(If the bidder is a corporation, give the name of the corporation and the name of its president, secretary, treasurer, and manager. If a co-partnership, give the name under which the co-partnership does business, and the names and addresses of all co-partners. If an individual, state the name under which the contract is to be drawn.)

(b) That this bid proposal is made without collusion with any person, firm or corporation.

(c) That he has carefully examined the location of the proposed work and has familiarized himself with all of the physical and climatic conditions, and makes this bid proposal solely upon his own knowledge.

(d) That by submitting this Bidder's Proposal, he acknowledges receipt and knowledge of the contents of those communications sent by the City of Desert Hot Springs to him at the address furnished by him to the City of Desert Hot Springs when this bid proposal form was obtained.

(e) That he has carefully examined the specifications, both general and detail, and the drawings attached hereto, and communications sent to him as aforesaid, and makes this bid proposal in accordance therewith.

(f) That, if this bid proposal is accepted he will enter into a written contract for the performance of the proposed work with the City of Desert Hot Springs.

BIDDER'S PROPOSAL

(g) That he proposes to enter into such contract and to accept in full payment for the work actually done thereunder the prices shown in the attached schedule. It is understood and agreed that the quantities set forth are but estimates, and that the unit prices will apply to the actual quantities whatever they may be.

Accompanying this bid proposal is a certified or cashier's check or bidder's bond, payable to the order of the City of Desert Hot Springs in the sum of _____
BIDDER'S BOND 10% _____ DOLLARS (\$ N/A) Said bidder's bond has been duly executed by the undersigned bidder and by a financially sound surety company authorized to transact business in this state.

It is understood and agreed that should the bidder fail within ten days after award of contract to enter into the contract and furnish acceptable surety bonds, then the proceeds of said cash, check, or bidder's bond, shall become the property of the City of Desert Hot Springs, but if this contract is entered into and said bonds are furnished, or if the bid is not accepted then said check or cash shall be returned to the undersigned, or the bidder will be released from the bidder's bond.

2890 E. LA CRESTA AVE.

Address of Bidder


714-632-6699

Telephone of Bidder

ANAHEIM, CA 92806

City

Zip Code



COREY R. KIRSCHNER - CEO

Signature of Bidder



REFERENCES

[illegible]

The undersigned hereby certifies that the above information is true and correct to the best of his knowledge and belief, and that he is a duly qualified and licensed member of the State Bar of Texas.

On June 15, 1968, the U.S. District Court for the District of Columbia, in the case of *United States v. [redacted]*, granted a writ of habeas corpus to [redacted] and [redacted] from their detention in the Federal House of Detention. The court found that the government had failed to prove that the two men were guilty of the crimes for which they were being held. The court also found that the government had violated the two men's constitutional rights. The court ordered the two men to be released from custody and to be paid back pay for the time they were in custody. The court also ordered the government to pay the two men's legal fees. The court's decision was a landmark case in the history of the civil rights movement. It established that the government has a duty to protect the constitutional rights of all citizens, even if they are suspected of being guilty of a crime. It also established that the government must prove its case against a suspect before it can detain him or her. The court's decision was a major victory for the civil rights movement and for the principle of due process.

BID PROPOSAL FORM
Hacienda Avenue Street Improvement Project

IN THE CITY OF DESERT HOT SPRINGS

TO THE CITY COUNCIL OF THE CITY OF DESERT HOT SPRINGS, CALIFORNIA

The undersigned as bidder declares that he has carefully examined the location of the proposed work, that he has examined the Special Provisions and read the accompanying instructions to bidders, and hereby proposes and agrees, if the bid proposal is accepted, to furnish all materials and do all work required to complete the said work in accordance with the said Standard Specifications, Special Provisions, Technical Specifications, and Project Plans in the time and manner therein prescribed for the unit price set forth in the following schedule:

ITEM NO.	EST. QTY.	DESCRIPTION	UNIT PRICE	TOTAL
1.	1 LS	Mobilization for the lump sum price of <u>Two hundred and twenty</u> <u>Two thousand dollars per sum</u> (words)	Lump Sum	\$ <u>222,000</u>
2.	1 LS	Traffic Control for the lump sum price of <u>eighty</u> <u>nine hundred and ninety</u> (CK) <u>nine thousand dollars per sum</u> (words)	Lump Sum	\$ <u>989,000</u> (CK) \$ <u>999,000</u>
3.	1 LS	Fugitive Dust Control for the lump sum price of <u>twenty two thousand</u> <u>dollars per sum</u> (words)	Lump Sum	\$ <u>22,000</u>

- | | | | | | |
|----|----------|---|----------------|--|---------------------|
| 4. | 1 LS | Construction Survey and Staking
for the lump sum price of | | | |
| | | <u>one hundred and eleven</u> | | | |
| | | <u>thousand dollars per</u> | Lump Sum | | \$ <u>111,000</u> |
| | | (words) <u>lump sum</u> | | | |
| 5. | 1 LS | Stormwater and Non-Stormwater
Pollution Control for the lump sum price
of | | | |
| | | <u>twenty two thousand</u> | | | |
| | | <u>dollars per lump sum</u> | Lump Sum | | \$ <u>22,000</u> |
| | | (words) | | | |
| 6. | 1 LS | Clearing and Grubbing for the
lump sum price of | | | |
| | | <u>four hundred forty</u> | | | |
| | | <u>four thousand dollars</u> | Lump Sum | | \$ <u>444,000</u> |
| | | (words) <u>per lump sum</u> | | | |
| 7. | 4875 LF | Remove Existing Asphalt Concrete
Berm | | | |
| | | <u>nine dollars per LF</u> | | | |
| | | _____ | \$ <u>9</u> | | \$ <u>43,875</u> |
| | | (words) | | | |
| 8. | 26,279SF | Sawcut and Remove Existing AC Pavement | | | |
| | | <u>three dollars and</u> | | | |
| | | <u>sixty nine cents per SF</u> | \$ <u>3.69</u> | | \$ <u>96,969.51</u> |
| | | (words) | | | |

9. 1440 LF Remove Existing Curb/Curb and Gutter

twenty two dollars

per LF

(words)

\$ 22

\$ 31,680

- 9.1 5,308 SF Remove Existing Concrete Sidewalk and Curb Ramps

four dollars per

SF

(words)

\$ 4

\$ 21,232

10. 15,000SF Remove Existing Asphalt Concrete Sidewalk

four dollars per

SF

(words)

\$ 4

\$ 60,000

11. 15,470SF Remove Existing Driveway Approach

six dollars per

SF

(words)

\$ 6

\$ 92,820

12. 721SF Remove Concrete Cross Gutter

eleven dollars per

SF

(words)

\$ 11

\$ 7,931

13. 34 EA Remove Existing Sign and Post
two hundred and
twenty two dollars per ea \$ 222 \$ 7,548
(words)
14. 28 EA Relocate Existing Mailbox
five hundred and fifty
five dollars per ea \$ 555 \$ 15,540
(words)
15. 1 LS Remove Existing Landscaping/Vegetation
For the lump sum price of
one hundred and eleven
thousand dollars even per Lump Sum \$ 11,000
(words) Lump Sum
16. 776 LF Remove Existing Wall/Fence/Gate
sixty nine dollars
per LF \$ 69 \$ 53,544
(words)
17. 7310 LF Construct Type A-6 Curb & Gutter
fifty five dollars
per LF \$ 55 \$ 402,050
(words)
18. 2500 LF Construct 6" Curb

- forty four dollars per LF \$ 44 \$ 110,000
 (words)
19. 26,841SF Construct 5'&6' Sidewalk
nine dollars per SF
 \$ 9 \$ 241,569
 (words)
20. 21,412SF Construct 8' Sidewalk
nine dollars per SF
 \$ 9 \$ 192,708
 (words)
21. 26 EA Construct ADA Curb Ramp
five thousand five hundred
fifty five dollars per ea \$ 5,555 \$ 144,430
 (words)
22. 1010 SF Construct Modified Residential Driveway
fourteen dollars per SF
 \$ 14 \$ 14,140
 (words)
23. 18,124 SF Construct Residential Driveway
fourteen dollars per SF
 \$ 14 \$ 253,736
 (words)

24. 577 SF Construct Commercial Driveway
twenty four dollars
per SF \$ 24 \$ 13,848
(words)
25. 792 CY Construct 6-inch Class 2 Aggregate Base
eighty eight dollars
per CY \$ 88 \$ 69,696
~~\$ 69,960~~ (45)
(words)
26. 633 TON Construct 3.5-inch Asphalt Concrete Pavement
one hundred and sixty
nine dollars per ton \$ 169 \$ 106,977
(words)
27. 2500 TON Cold Mill 1.5" AC and Construct 1.5" AC Overlay
one hundred and sixty
nine dollars per ton \$ 169 \$ 422,500
(words)
28. 11,535 SF Construct 6' Freestanding Block Wall
fourty four dollars
per SF \$ 44 \$ 507,540
(words)
29. 400 SF Construct 2' Modified Freestanding Block Wall
fourty four dollars
per SF \$ 44 \$ 17,600
(words)

- | | | | | | |
|-----|-------|---|-----------------|------------------|--|
| 30. | 1 EA | Adjust to grade Existing Utility Gate Valve | | | |
| | | <u>two thousand dollars</u> | | | |
| | | <u>per ea</u> | \$ <u>2,000</u> | \$ <u>2,000</u> | |
| | | (words) | | | |
| | | | | | |
| 31. | 32 EA | Adjust to Finish Grade, and new Concrete Collar | | | |
| | | <u>two thousand dollars</u> | | | |
| | | <u>per ea</u> | \$ <u>2,000</u> | \$ <u>64,000</u> | |
| | | | | | |
| 32. | 4 EA | Adjust to Grade Existing Irrigation Valve and Corresponding Meter | | | |
| | | <u>two thousand dollars</u> | | | |
| | | <u>per ea</u> | \$ <u>2,000</u> | \$ <u>8,000</u> | |
| | | (words) | | | |
| | | | | | |
| 33. | 5 EA | Adjust to Grade Existing Sanitary Sewer Manhole | | | |
| | | <u>two thousand dollars</u> | | | |
| | | <u>per ea</u> | \$ <u>2,000</u> | \$ <u>10,000</u> | |
| | | (words) | | | |
| | | | | | |
| 34. | 6 EA | Adjust to Grade Existing Communication Manhole | | | |
| | | <u>two thousand dollars</u> | | | |
| | | <u>per ea</u> | \$ <u>2,000</u> | \$ <u>12,000</u> | |

(words)

34.1 2 EA

Adjust to Grade Existing Blow Off Valves

two thousand dollars

per ea

\$ 2,000

\$ 4,000

(words)

35. 8EA

Remove Existing Street Light Pole

nine thousand six

hundred dollars per ea

\$ 9,600

\$ 76,800

(words)

36. 1 LS

Landscaping and irrigation for the Lump sum price of

four hundred and forty

four thousand dollars per

Lump Sum

\$ 444,000

(words)

37. 1 LS

Install Street Lights, Conduits and Pull Boxes per SCE Streetlight Install Plans for the lump sum price of

one million two hundred and
twenty two thousand six hundred
and sixty six dollars and forty
nine cents per

Lump Sum

\$ 1,222,666.49

(words) Lump Sum

38. 2 EA

Relocate Existing Flashing Beacon

nine thousand four
four thousand four (C)

\$ 9,400

\$ 18,800

hundred dollars (C)

hundred dollars per ea

\$ 4,400 (C)

\$ 8,800 (C)

(words)

39. 32 EA

Install Solar Bollard Lights

four thousand four

hundred dollars per
ea

\$ 4,400

(C)
\$ 140,800

(words)

40. 1 LS

Install Pavement Striping Lines,
Markings, Legends, Pavement
Markers, and Signs for the lump sum price of

one hundred and eleven

thousand dollars per
LS

Lump Sum

\$ 111,000

(words)

Six million nine hundred and

TOTAL BID

Sixty three thousand dollars even

(words)

\$ 6,963,000

The undersigned further agrees that in case of default in executing the required contract, with necessary bonds, within ten (10) days, not including Sundays and legal holidays, after having received notice that the contract has been awarded and is ready for signature, the proceeds of the security accompanying his bid proposal shall become the property of the City of Desert Hot Springs, and this bid proposal and the acceptance thereof may be considered null and void.

Signature of bidder _____

COREY R. KIRSCHNER - CEO

(If an individual, so state. If a firm or co-partnership, state the firm name and give the names of all individual co-partners composing the firm. If a corporation, state legal name of corporation, also names of president, secretary, treasurer and manager thereof.)

ONYX PAVING COMPANY, INC.

COREY R. KIRSCHNER - CEO, ANTHONY STEEN - PRES
RICHARD DEVOS - CFO, JAY KIRSCHNER - VP, SEC, TREAS.

2890 E. LA CRESTA AVE. ANAHEIM, CA 92806

Business Address

714-632-6699

Telephone Number

Dated: NOVEMBER 22ND, 2024



THE SECRETARY OF THE ARMY
WASHINGTON, D. C.
JAN 10 1900

[Handwritten signature]

TO THE SECRETARY OF THE ARMY
WASHINGTON, D. C.

RECEIVED
JAN 10 1900

GENERAL
JAN 10 1900

RECEIVED
JAN 10 1900



SUBCONTRACTOR LIST

In compliance with the provisions of the Public Contract Code Section 4102, the undersigned bidder herewith sets forth the name and location of the place of business of each subcontractor who will perform work or labor or render service to the General Contractor in or about the construction of the work or improvement in an amount in excess of one-half (1/2) of one percent (1%) of the General Contractor's total bid, and the portion of the work which will be done by each subcontractor.

Name Under Which Sub-Contractor is Licensed	License Number	DIR Number	Address of Office Mill or Shop	Specific Description of Sub-Contract Work and Portion of the Work
Marim Landscape	4192862	100000079 1000001936	LAKE ELSINORE, CA Orange, CA	Landscaping - Item 36 - 5.75%
V&E Tree Service	654506	1000001936 1000007166	Orange, CA	Tree removal - Item 15 - 1.36%
CL Survey	PLS 8231	1000007166	Corona, CA	Surveying - Item 4 - 1.47%
Chrise Company	374600	100000306	Bloomington, CA	Signing & Striping - Item 40 - 1.49%
eleonor Belco Electric inc.	738518	1000004804	Chino, CA	Electrical work - Item 35, 37, 38, 39 - 20.39%

If the bidder fails to specify a subcontractor for any portion of the work, the bidder agrees to perform the work with his own crews. (Alternative subcontractors for the same work are prohibited by provisions of the California Government Code.)

11/22/2024

Dated

ONYX PAVING COMPANY, INC.

Bidder

COREY R. KIRSCHNER - CEO

Signature

JAY KIRSCHNER - VP, SEC. TREAS.

Signature



SUBCONTRACTOR LIST

In compliance with the provisions of the Public Contract Code Section 4102, the undersigned bidder herewith sets forth the name and location of the place of business of each subcontractor who will perform work or labor or render service to the General Contractor in or about the construction of the work or improvement in an amount in excess of one-half (1/2) of one percent (1%) of the General Contractor's total bid, and the portion of the work which will be done by each subcontractor.

<u>Name Under Which Sub- Contractor is Licensed</u>	<u>License Number</u>	<u>DIR Number</u>	<u>Address of Office Mill or Shop</u>	<u>Specific Description of Sub- Contract Work and Portion of the Work</u>

If the bidder fails to specify a subcontractor for any portion of the work, the bidder agrees to perform the work with his own crews. (Alternative subcontractors for the same work are prohibited by provisions of the California Government Code.)

11/22/2024

Dated

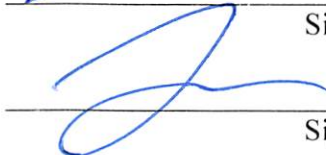
ONYX PAVING COMPANY, INC.

Bidder



COREY R. KIRSCHNER - CEO

Signature



JAY KIRSCHNER - VP, SEC, TREAS.

Signature



UNITED STATES DEPARTMENT OF JUSTICE

Memorandum for the Attorney General
Subject: [Illegible]
Reference: [Illegible]
[Illegible text follows]

Very respectfully,
[Illegible Signature]

[Illegible text]

[Illegible text]

[Illegible text]

[Illegible text]

[Illegible text]

[Illegible text]

[Illegible text]

[Illegible text]

[Illegible text]

[Illegible text]

[Illegible text]

[Illegible text]

[Illegible text]

[Illegible text]



CONTRACTOR'S INDUSTRIAL SAFETY RECORDProject Identification BID #3003Bid Date 11/25/2024

This information must include all construction work undertaken in the State of California by the bidder and any partnership, joint venture or corporation that any principal of the bidder participated in as a principal or owner for the last four calendar years and the current calendar year prior to the date of bid submittal. Separate information shall be submitted for each particular partnership, joint venture, corporation or individual bidder. The bidder may attach any additional information or explanation of data which he would like taken into consideration in evaluating the safety record. An explanation must be attached of the circumstances surrounding any and all fatalities.

Calendar Years Prior to Current Year

2019 2020 2021 2022 2023 TOTAL CURRENT YR.

1. No. of contracts	137	136	89	133	140	102
2. Total dollar amount of contracts (in thousands of \$)	24,294	39,139	42,805	83,134	108,532	139,675
3. No. of fatalities	0	0	0	0	0	0
4. No. of lost work day cases	1	2	2	0	1	1
5. No. of lost work day cases involving permanent transfer to another job or termination of employment	0	0	0	0	0	0
6.* No. of lost workdays	82	35	12	0	1	49

*The information required for these items is the same as required for columns 3 to 6, Code 10, Occupational Injuries, Summary - Occupational Injuries and Illnesses, OSEA No. 102.

The above information was compiled from the records that are available to me at this time and I declare under penalty of perjury that the information is true and accurate within the limitations of these records.

ONYX PAVING COMPANY, INC.

Name of Bidder (print)

2890 E. LA CRESTA AVE.

Address

ANAHEIM, CA 92806

City

Zip Code


Signature COREY R. KIRSCHNER - CEO630360; A, C12

State Contractors' Lic. No. & Classification

714-632-6699

Telephone No.

REFERENCES

The following are the names, addresses, and telephone numbers for three public agencies for which BIDDER has performed similar work within the past two years.

1. PLEASE SEE ATTACHED REFERENCES.

Name and Address of Owner

Primary Contact Name, Email, and Telephone Number

Second Contact Name, Email, and Telephone Number

Contract Amount

Type of Work

Date Completed

2. PLEASE SEE ATTACHED REFERENCES.

Name and Address of Owner

Primary Contact Name, Email, and Telephone Number

Second Contact Name, Email, and Telephone Number

Contract Amount

Type of Work

Date Completed

3. PLEASE SEE ATTACHED REFERENCES.

Name and Address of Owner

Primary Contact Name, Email, and Telephone Number

Second Contact Name, Email, and Telephone Number

Contract Amount

Type of Work

Date Completed

4. PLEASE SEE ATTACHED REFERENCES.

Name and Address of Owner

Primary Contact Name, Email, and Telephone Number

Second Contact Name, Email, and Telephone Number

Contract Amount

Type of Work

Date Completed

The following are the names, addresses, and telephone numbers for all brokers and sureties from whom BIDDER intends to procure insurance bonds:

SWISS RE CORPORATE SOLUTIONS AMERICA INSURANCE CORPORATION

1200 MAIN ST., SUITE 800 KANSAS CITY, MO 64105 213-457-6195

Performance Bonding Surety & Insurance Brokerage 714-505-7011

15901 Red Hill Avenue, Suite 202 Tustin, California 92780

BIDDER'S BOND

KNOW ALL MEN BY THESE PRESENTS, THAT WE, Onyx Paving Company, Inc.

_____ as principal, and

Swiss Re Corporate Solutions America Insurance Corporation as surety, are held and firmly bound unto the City of Desert Hot Springs, hereinafter "City" in the sum to ten percent (10%) of the total amount of the bid of the principal, to be paid to the said CITY or its certain attorney, its successors and assigns; for which payment will and truly to be made, we bind ourselves, our heirs, executors and administrators, successors or assigns, jointly and severally, firmly by these presents.

In no case shall the liability of the surety hereunder exceed the sum of \$ 10% of the Total Amount Bid

THE CONDITION OF THIS OBLIGATION IS SUCH,

That whereas the principal has submitted the above mentioned bid to the City of Desert Hot Springs for certain construction specifically described as follows, for which bids are to be opened at Desert Hot Springs City Hall on November 25th, 2024 for **Hacienda Avenue Street Improvements Project 3003**.

NOW THEREFORE, if the aforesaid principal is awarded the contract, and within the time and manner required under the specifications, after the prescribed forms are presented to him for signature, enters into a written contract, in the prescribed form in accordance with the bid proposal, and files the two bonds with the City of Desert Hot Springs, one to guarantee faithful performance and other to guarantee payments for labor and materials, as required by law, then this obligation shall be null and void; otherwise it shall remain in full force and effect. In the event suit is brought upon this bond by the obligee and judgment is recovered, the surety shall pay all costs incurred by the obligee in such suit, including a reasonable attorney's fee to be fixed by the court.

BIDDER'S BOND

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this 22nd day
of November, 2024

Onyx Paving Company, Inc. (seal)
PRINCIPAL

2890 East La Cresta Avenue
Anaheim, CA 92806 (seal)
ADDRESS

By: [Signature] (seal)

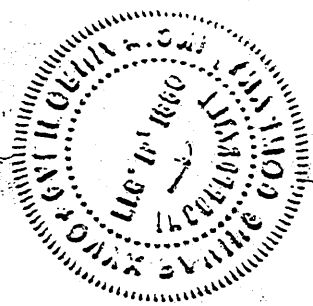
Title: Corey R. Kirschner - CEO (seal)

Swiss Re Corporate Solutions America Insurance Corporation (seal)
SURETY

1200 Main St. Suite 800,
Kansas City, MO 64105-2478 (seal)
ADDRESS

By: [Signature] (seal)
Zyanya Hernandez, Attorney-in-Fact

NOTE: Signatures of those executing for the surety must be properly acknowledged.



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 November 22, 2024 before me, Leslie Rocha, Notary Public,
Date Here Insert Name and Title of the Officer

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

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

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

WITNESS my hand and official seal.



Signature Leslie Rocha
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

☐ Corporate Officer — Title(s): _____

☐ Partner — ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: _____

Signer's Name: _____

☐ Corporate Officer — Title(s): _____

☐ Partner — ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

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

State of California }
County of Orange }

On NOV 22 2024, before me, Christina Rogers, Notary Public,
personally appeared Zyanya Hernandez

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

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



WITNESS my hand and official seal.

SIGNATURE

Christina Rogers

PLACE NOTARY SEAL ABOVE

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

Description of attached document

Title or type of document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other than Named Above: _____

SWISS RE CORPORATE SOLUTIONS

SWISS RE CORPORATE SOLUTIONS AMERICA INSURANCE CORPORATION ("SRCSAIC")
SWISS RE CORPORATE SOLUTIONS PREMIER INSURANCE CORPORATION ("SRCSPIC")
WESTPORT INSURANCE CORPORATION ("WIC")

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT SRCSAIC, a corporation duly organized and existing under laws of the State of Missouri, and having its principal office in the City of Kansas City, Missouri, and SRCSPIC, a corporation organized and existing under the laws of the State of Missouri and having its principal office in the City of Kansas City, Missouri, and WIC, organized under the laws of the State of Missouri, and having its principal office in the City of Kansas City, Missouri, each does hereby make, constitute and appoint:

ERIK JOHANSSON, JENNIFER ANAYA, MELISSA LOPEZ, CHRISTINA ROGERS, ALBERT MELENDEZ

MARTHA BARRERAS, JOAQUIN PEREZ, JONATHAN BATIN, VANESSA RAMIREZ, and ZYANYA HERNANDEZ

JOINTLY OR SEVERALLY

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:

TWO HUNDRED MILLION (\$200,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both SRCSAIC and SRCSPIC at meetings duly called and held on the 18th of November 2021 and WIC by written consent of its Executive Committee dated July 18, 2011.

"RESOLVED, that any two of the President, any Managing Director, any Senior Vice President, any Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is, authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Corporation bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Corporation; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Corporation may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Corporation when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."



By Erik Janssens
Erik Janssens, Senior Vice President of SRCSAIC & Senior Vice President
of SRCSPIC & Senior Vice President of WIC

By Gerald Jagrowski
Gerald Jagrowski, Vice President of SRCSAIC & Vice President of SRCSPIC
& Vice President of WIC



IN WITNESS WHEREOF, SRCSAIC, SRCSPIC, and WIC have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers

this 10 day of NOVEMBER, 20 22

State of Illinois
County of Cook

SS

Swiss Re Corporate Solutions America Insurance Corporation
Swiss Re Corporate Solutions Premier Insurance Corporation
Westport Insurance Corporation

On this 10 day of NOVEMBER, 20 22, before me, a Notary Public personally appeared Erik Janssens, Senior Vice President of SRCSAIC and Senior Vice President of SRCSPIC and Senior Vice President of WIC and Gerald Jagrowski, Vice President of SRCSAIC and Vice President of SRCSPIC and Vice President of WIC, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.



Christina Manisco
Christina Manisco, Notary

I, Jeffrey Goldberg, the duly elected Senior Vice President and Assistant Secretary of SRCSAIC and SRCSPIC and WIC, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said SRCSAIC and SRCSPIC and WIC, which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 22nd day of November, 20 24.

Jeffrey Goldberg
Jeffrey Goldberg, Senior Vice President &
Assistant Secretary of SRCSAIC and
SRCSPIC and WIC

AFFIDAVIT FOR CORPORATION BIDDER

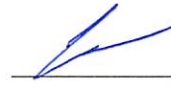
STATE OF CALIFORNIA)
)ss
COUNTY OF ORANGE)

COREY R. KIRSCHNER, being first duly sworn,
deposes and says:

That he is CEO of,

ONYX PAVING COMPANY, INC.

a corporation which is the party making the foregoing bid proposal; that such bid proposal is genuine and not collusive or sham; that said bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any other bidder or person to put in a sham bid proposal or that such other person shall refrain from bidding; and has not in any manner sought by collusion to secure any advantage against the City of Desert Hot Springs or any person interested in the proposed contract, for himself or for any other person.



COREY R. KIRSCHNER - CEO
Signature

Subscribed and sworn (affirmed)
to before me this

_____ day of _____, 20__

SEE ATTACHED NOTARY JURAT

Signature of Officer Administering Oath
(NOTARY PUBLIC)



CALIFORNIA JURAT WITH AFFIANT STATEMENT**GOVERNMENT CODE § 8202**

- ☒ See Attached Document (Notary to cross out lines 1–6 below)
☐ See Statement Below (Lines 1–6 to be completed only by document signer[s], *not* Notary)

x

x

x

x

x

x

*Signature of Document Signer No. 1*_____
Signature of Document Signer No. 2 (if any)

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

Subscribed and sworn to (or affirmed) before me

on this 22 day of November, 2024,
by Date Month Year(1) Corey R. Kirschner(and (2) _____),
*Name(s) of Signer(s)*proved to me on the basis of satisfactory evidence
to be the person(s) who appeared before me.Signature Leslie Rocha
Signature of Notary Public

Seal
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: _____

CERTIFICATION OF NON-DISCRIMINATION AND AFFIRMATIVE ACTION

As suppliers of goods or services to the City of Desert Hot Springs, the firm listed below certifies that it does not discriminate in its employment with regards to race, religion, sex, or national origin; that it is in compliance with all Federal, State, and local directives and executive orders regarding non-discrimination in employment; and that it will pursue an affirmative course of action as required by the affirmative action guidelines.

We agree specifically:

1. To establish or observe employment policies which affirmatively promote opportunities for minority persons at all job levels.
2. To communicate this policy to all persons concerned including all company employees, outside recruiting services, especially those serving minority communities, and to the minority communities at large.
3. To take affirmative steps to hire minority employees within the company.

FIRM ONYX PAVING COMPANY, INC.

TITLE OF OFFICER SIGNING COREY R. KIRSCHNER - CEO

SIGNATURE  DATE 11/22/2024

Please include any additional information available regarding equal opportunity employment programs now in effect within your company:

N/A



RECEIVED THE OFFICE OF THE ATTORNEY GENERAL

TO THE HONORABLE THE ATTORNEY GENERAL
STATE OF NEW YORK
IN SENATE
JANUARY 10, 1900

REPORT OF THE COMMISSIONERS OF THE LAND OFFICE
IN RESPONSE TO A RESOLUTION PASSED BY THE SENATE
JANUARY 10, 1899

ALBANY: J. B. LIPPINCOTT & CO. PRINTERS
1900

ALBANY: J. B. LIPPINCOTT & CO. PRINTERS

1900

ALBANY: J. B. LIPPINCOTT & CO. PRINTERS

ALBANY: J. B. LIPPINCOTT & CO. PRINTERS

ALBANY: J. B. LIPPINCOTT & CO. PRINTERS



CERTIFICATION WITH REGARD TO THE PERFORMANCE OF PREVIOUS CONTRACTS OR SUBCONTRACTS SUBJECT TO THE EQUAL OPPORTUNITY CLAUSE AND THE FILING OF REQUIRED REPORTS

The bidder ONYX PAVING COMPANY, INC., proposed subcontractor TBD, hereby certifies that he has ✓, has not , participated in a previous contract or subcontract subject to the Equal Opportunity Clause, as required by Executive Orders 10925, 11114, or 11246, and that he has ✓, has not , filed with the Joint Reporting Committee, the Director of the office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

ONYX PAVING COMPANY, INC.

(COMPANY)

BY: 

COREY R. KIRSCHNER - CEO

(TITLE)

DATE: NOVEMBER 22, 2024.

NOTE: The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7 (b) (1), and must be submitted by bidders and proposed subcontractors only in connection with contracts and subcontracts which are subject to the Equal Opportunity Clause. Contracts and subcontracts which are exempt from the Equal Opportunity Clause are set forth in 41 CFR 60-1.5. (Generally only contracts or subcontracts of \$10,000 or under are exempt).

Currently, Standard Form 100 (EEO-1) is the only report required by the Executive Orders or their implementing regulations.

Proposed prime contractors and subcontractors who have participated in a previous contract or subcontract subject to the Executive Orders and have not filed the required reports should note that 41 CFR 60-1.7 (b) (1) prevents the award of contracts and subcontracts unless such contractor submits a report covering the delinquent period or such other period specified by the Federal Highway Administration or by the Director, Office of Federal Contract Compliance, U.S. Department of Labor.



STATEMENT OF THE DIRECTOR OF THE BUREAU OF REVENUE AND CUSTOMS
IN RESPONSE TO A RESOLUTION PASSED BY THE HOUSE OF REPRESENTATIVES
ON APRIL 10, 1908, RELATIVE TO THE COLLECTION OF DUTIES ON IMPORTED
GOODS

1. The first of these is the fact that the Commission has not yet received any information from the Government of the United States regarding the results of its investigation of the activities of the American Friends Service Committee in the Philippines. This is a matter of great importance, and the Commission is deeply concerned that the Government should be able to provide the Commission with the information it needs to carry out its duties.

1947-1948

10. The following information is provided for the year ended 31/12/2019:

1. The first step in the process of the investigation is the identification of the problem. This is done by the investigator who is responsible for the study. The investigator must first identify the problem and then determine the scope of the study. The next step is to design the study. This involves determining the research objectives, the research questions, and the research hypotheses. The investigator must also determine the appropriate research methods and the data collection procedures. The third step is to collect the data. This involves the actual collection of the data from the subjects of the study. The fourth step is to analyze the data. This involves the use of statistical methods to analyze the data and to draw conclusions from the results. The final step is to report the results. This involves the preparation of a report that summarizes the findings of the study and presents the conclusions.



NON-COLLUSION AFFIDAVIT

The undersigned in submitting a bid proposal for performing the following work by contract, being duly sworn, deposes and says:

That he has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with such contract.

The furnishing of all labor and materials and equipment for the **Hacienda Avenue Street Improvements Project 3003**, consisting of removing existing concrete and asphalt concrete improvements; the construction of concrete curbs, gutters, sidewalk, driveway approach, and curb ramps; cold mill and overlay asphalt concrete pavement; the installation of solar-powered flashing beacons; and the installation of traffic signs, striping, and markings. Removed material shall be legally disposed of off-site at the Contractor's expense. All project work and incidental items to complete the project shall be performed in accordance with the plans, specifications, and other provisions of the contract. All the above improvements are to be constructed in a workmanlike manner, leaving the entire project in a neat and presentable condition.

ONYX PAVING COMPANY, INC.

COREY R. KIRSCHNER - CEO



Signature of Bidder

2890 E. LA CRESTA AVE. ANAHEIM, CA 92806

Business Address

2890 E. LA CRESTA AVE. ANAHEIM, CA 92806

Place of Business

Subscribed and sworn (affirmed) to before me this ____ day of _____, 20__

SEE ATTACHED NOTARY JURAT

Notary Public in and for the County of _____
_____, State of California

My commission expires _____, 20__



1. The first part of the document is a letter from the President of the United States to the Congress, dated January 1, 1861.

2. The second part is a report from the Secretary of the Treasury, dated January 1, 1861.

3. The third part is a report from the Secretary of the Interior, dated January 1, 1861.

4. The fourth part is a report from the Secretary of the Navy, dated January 1, 1861.

5. The fifth part is a report from the Secretary of the War, dated January 1, 1861.

6. The sixth part is a report from the Secretary of the State, dated January 1, 1861.

7. The seventh part is a report from the Secretary of the War, dated January 1, 1861.

8. The eighth part is a report from the Secretary of the War, dated January 1, 1861.

9. The ninth part is a report from the Secretary of the War, dated January 1, 1861.

10. The tenth part is a report from the Secretary of the War, dated January 1, 1861.

11. The eleventh part is a report from the Secretary of the War, dated January 1, 1861.



CALIFORNIA JURAT WITH AFFIANT STATEMENT

GOVERNMENT CODE § 8202

- ☒ See Attached Document (Notary to cross out lines 1–6 below)
☐ See Statement Below (Lines 1–6 to be completed only by document signer[s], *not* Notary)

x _____
x _____
x _____
x _____
x _____
x _____

Signature of Document Signer No. 1

Signature of Document Signer No. 2 (if any)

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

Subscribed and sworn to (or affirmed) before me

on this 22 day of November, 2024,
by Date Month Year(1) Corey R. Kirschner(and (2) _____),
Name(s) of Signer(s)proved to me on the basis of satisfactory evidence
to be the person(x) who appeared before me.Signature Leslie Rocha
Signature of Notary Public

Seal
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: _____



REFERENCES

PROJECT NAME: CITYWIDE ASPHALT REPAIRS PROJECT FY 21/22

PROJECT DESCRIPTION: CITYWIDE STREET IMPROVEMENTS

APPROXIMATE CONSTRUCTION DATES: FEB 2022 - NOV 2022

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

CONTACT PERSON: SCOTT FISHER 760-814-7226

ORIGINAL CONTRACT AMOUNT: \$1,595,000.00

FINAL CONTRACT AMOUNT: \$1,314,878.59

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

DID THE AGENCY FILE ANY CLAIMS AGAINST YOU? NO

PROJECT NAME: 22-23 ANNUAL ASPHALT CONCRETE OVERLAY PROJECT

PROJECT DESCRIPTION: CITYWIDE STREET IMPROVEMENT

APPROXIMATE CONSTRUCTION DATES: SEP 2023- MAR 2024

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

CONTACT PERSON: CHUCK STAGNER 714-925-4628

ORIGINAL CONTRACT AMOUNT: \$5,858,000

FINAL CONTRACT AMOUNT: \$5,998,000

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

DID THE AGENCY FILE ANY CLAIMS AGAINST YOU? NO

PROJECT NAME: 2021-2022 PAVEMENT REHABILITATION PROJECT

PROJECT DESCRIPTION: VARIOUS PAVEMENT REHABILITATION & CONCRETE IMPROVEMENTS

APPROXIMATE CONSTRUCTION DATES: NOV 2022 - MARCH 2023

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

CONTACT PERSON: JAN BALANAY 626-254-2726

ORIGINAL CONTRACT AMOUNT: \$1,727,000.00

FINAL CONTRACT AMOUNT: \$1,899,698.72

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

DID THE AGENCY FILE ANY CLAIMS AGAINST YOU? NO



PROJECT NAME: 21-22 PAVEMENT REHABILITATION PROJECT

PROJECT DESCRIPTION: CITYWIDE STREET IMPROVEMENTS

APPROXIMATE CONSTRUCTION DATES: NOV 2022- MAY 2023

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

CONTACT PERSON: ALI CAYIR 714-883-8677

ORIGINAL CONTRACT AMOUNT: \$3,727,000

FINAL CONTRACT AMOUNT: \$4,031,000

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

DID THE AGENCY FILE ANY CLAIMS AGAINST YOU? NO

PROJECT NAME: 23-24 SLURRY SEAL AT VARIOUS LOCATIONS

PROJECT DESCRIPTION: CITYWIDE ASPHALT REPAIRS & SLURRY

APPROXIMATE CONSTRUCTION DATES: JAN 2024 - APRIL 2024

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

CONTACT PERSON: ZIAD MAZBOUDI 626-532-2018

ORIGINAL CONTRACT AMOUNT: \$1,400,000

FINAL CONTRACT AMOUNT: \$1,269,000

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

DID THE AGENCY FILE ANY CLAIMS AGAINST YOU? NO

PROJECT NAME: 22-23 SB1 PAVEMENT REHABILITATION PROJECT

PROJECT DESCRIPTION: VARIOUS STREET FULL DEPTH RECONSTRUCTION

APPROXIMATE CONSTRUCTION DATES: JAN 2024 - MAY 2024

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

CONTACT PERSON: JILLEEN FERRIS 951-765-2360

ORIGINAL CONTRACT AMOUNT: \$2,020,000

FINAL CONTRACT AMOUNT: \$2,528,000

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

DID THE AGENCY FILE ANY CLAIMS AGAINST YOU? NO



PROJECT NAME: PARKS, CIVIC CENTER & SHERRIF STATION PARKING LOT REHABILITATION

PROJECT DESCRIPTION: ASPHALT REMOVAL & REPLACEMENT

APPROXIMATE CONSTRUCTION DATES: FEB 2024 - MAY 2024

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

CONTACT PERSON: NICK PETREVSKI 310-973-3265

ORIGINAL CONTRACT AMOUNT: : \$486,486

FINAL CONTRACT AMOUNT: \$601,000

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

DID THE AGENCY FILE ANY CLAIMS AGAINST YOU? NO

PROJECT NAME: RESIDENTIAL STREET PAVEMENT REHABILITATION PROJECT, AREA 8

PROJECT DESCRIPTION: STREET IMPROVEMENTS

APPROXIMATE CONSTRUCTION DATES: JULY 2022 - OCT 2022

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

CONTACT PERSON: BRIAN ALENAN 562-904-7110

ORIGINAL CONTRACT AMOUNT: \$3,227,000.00

FINAL CONTRACT AMOUNT: \$3,553,442.43

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

DID THE AGENCY FILE ANY CLAIMS AGAINST YOU? NO



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

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***



CREDIT REFERENCES

ONYX PAVING COMPANY, INC

2890 E. LA CRESTA AVE

ANAHEIM, CA 92806

PHONE: (714) 632-6699

DATE ESTABLISHED 1/4/90

CORP. TAX ID. # 33-0394344

FAX: (714) 632-1883

TYPE OF WORK - ASPHALT PAVING

CONTRACTORS LIC. # 630360-A

PRESIDENT: COREY R. KIRSCHNER

14029 SPRINGWATER LN. EASTVALE, CA 92880

BANK: BANK OF THE WEST

4501 E. LA PALMA AVENUE, ANAHEIM, CA 92807

PHONE: (714) 777-9620 BRYAN PLOESSEL

INSURANCE AGENT: WOOD GUTMANN & BOGART

15901 RED HILL AVE., STE. 100, TUSTIN, CA 92780

PHONE: (714) 824-8384 MICHAEL TRAN

SURETY AGENT:

TURNER SURETY AND INSURANCE BROKERAGE, INC.

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

PHONE: (714) 915-4032 JEREMY PENDERGAST

CREDIT REFERENCES:

MATICH CORP. P.O. BOX 10, HIGHLAND, CA 92346 (909) 382-7400 **Steve Matich**

ALL AMERICAN P.O. BOX 2229, CORONA, CA 92878 (951) 736-7600 **Cari**

KELTERITE CORP. 12231 PANGBORN AVE. DOWNEY, CA (562) 401-0011 **Gladys**

VULCAN MATERIALS CO. 16013 E. FOOTHILL BLVD, IRVINDALE, CA 91702 (858) 530-9414 **Debbie**

GENERAL CONTRACTOR REFERENCES:

FULLMER CONSTRUCTION 1725 S. GROVE AVE., ONTARIO, CA 91761 (909) 947-9467 **Casey Jones**

BYROM-DAVEY, INC. 13220 EVENING CREEK DR. SOUTH #103, SAN DIEGO (858) 513-7199 **Steve Davey**

PACIFIC CONST. GROUP 17895 SKY PARK CIR., IRVINE, CA 92614 (949) 748-1500 **Mark Bundy**

ERICKSON-HALL CONST. CO. 500 CORPORATE DR., ESCONDIDO, CA 92069 (760) 796-7700 **Justin Sinnott**

ONYX PAVING COMPANY, INC.

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



RESUME

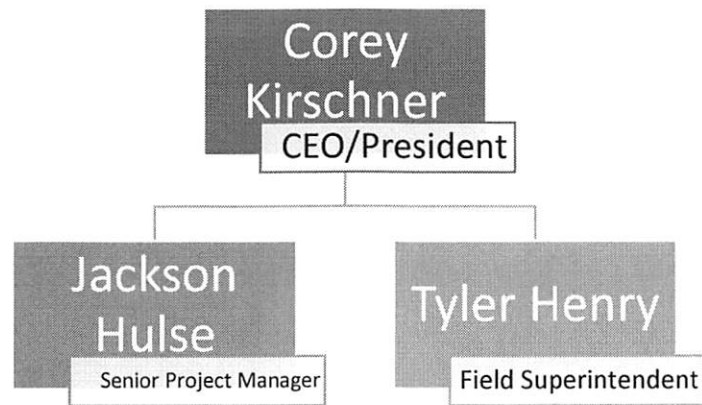
Corey Kirschner has over 20 years of experience both as an estimator and CEO. Corey is an experienced estimator and lead a majority of those years being the Chief Estimator before becoming CEO and President of Onyx Paving Company, Inc. Over the short period of time here at Onyx Paving, Corey has completed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

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

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

BACKLOG ALLOCATION:

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



Key Individual Responsibilities:

Corey Kirschner

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

Jackson Hulse

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

Tyler Henry

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



CONTRACTORS STATE LICENSE BOARD

STATE OF CALIFORNIA

Pursuant to Chapter 8 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:

OMYX PAVING COMPANY INC

License Number 630360

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

**A - GENERAL ENGINEERING CONTRACTOR
C12 - EARTHWORK AND PAVING**

Witness my hand and seal this day,

January 4, 2019

Issued October 9, 1991

Marlo Richardson, Board Chair

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

David R. Foyt, Registrar of Contractors

12-20-2019 10:17

12-20-2019 10:17
ALERT MAIL SERVICES



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



CA



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[Home](#) > [Contractor](#) > ONYX PAVING COMPANY, INC.

ONYX PAVING COMPANY, INC.

Contractor

Contractor business email

davidw@onyxpaving.com

Contractor c ation eff date

2024-07-01

Contractor first name

David

Contractor mailing city

ANAHEIM

Contractor mailing state

CA

Contractor mailing zip

92806

Contractor physical city

ANAHEIM

Contractor physical state

CA

Contractor physical zip

92806

Contractor certify date

2023-06-21

Contractor company type

Corporation

Contractor craft legacy

Cement Mason; Operating Engineer; Labore

Contractor craft snow

Contractor c ation exp date

2025-06-30

Contractor date deactivated

Contractor dba name

Contractor entity number

630360

Contractor ID

1000004798

Contractor last name

Wiltfong

Contractor mailing address2

Contractor physical address1

2890 E. LA CRESTA AVENUE

Contractor physical address2

Contractor source

SNOW

Contractor wc cert date

2022-10-01

Contractor wc exp date

2023-10-12

Contractor wc policy number

WC106300504

Contractor wc selection

Insured by carrier

Contractor legal entity name

ONYX PAVING COMPANY, INC.

Contractor mailing address1

2890 E. LA CRESTA AVENUE

Contractor wc carrier

Zurich American Insurance Compamy

☒ Checked

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CA



eCPR Public Search

DW

Public Works Support

DW David Wiltfong

Logout

Contractors

Projects

Services

Your information ▼

TRANSACTION0003992

Transaction Record

First Name

David

Last Name

Wiltfong

Payment Amount

400

Payment Period

1

Registration Valid Date

2024-07-01

User Account Email

davidw@onyxpaving.com

Confirmation Number

24071791440573

*Status

Successful

Number

TRANSACT0003992

Payment URL

[Click here](#)

Is this registration a renewal of an existing registration

Yes

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ONYX PAVING COMPANY INC
LICENSE# 630360 DIR# 1000004798

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

August 20th, 2024

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

Approval of Loan Transactions

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

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

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

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

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



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

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

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

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

[Signature page follows]



ONYX PAVING COMPANY INC
LICENSE# 630360 DIR# 1000004798

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

X 

Corey Kirschner
Chief Executive Officer

X 

Anthony Steen
President

X 

Richard DeVos
Chief Financial Officer

X 

Jay Kirschner
Vice President, Secretary, Treasurer

EQUAL EMPLOYMENT OPPORTUNITY

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

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

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

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

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

ONYX PAVING COMPANY, INC.



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



Request for Taxpayer Identification Number and Certification

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

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

Print or type.
See Specific Instructions on page 3.

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

Part I Taxpayer Identification Number (TIN)

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

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

Social security number										
				-				-		
or										
Employer identification number										
3	3			-	0	3	9	4	3	4

Part II 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 ► 

Date ► 03/27/2024

General Instructions

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

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

Purpose of Form

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

- Form 1099-INT (interest earned or paid)

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

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

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/12/2024

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

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

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

COVERAGES**CERTIFICATE NUMBER:** 1519793494**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADD'L SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
C	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		BCS2000426	3/14/2024	10/1/2024	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ Excluded PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <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) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input type="checkbox"/> 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**

Onyx Paving Company, Inc.
2890 E. La Cresta Ave.
Anaheim CA 92806

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.

State of California
Secretary of State
Statement of Information
 (Domestic Stock and Agricultural Cooperative Corporations)
FEES (Filing and Disclosure): \$25.00.
IMPORTANT - READ INSTRUCTIONS BEFORE COMPLETING THIS FORM
 If this is an amendment, see instructions.

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

2. **CALIFORNIA CORPORATE NUMBER**
 C1658078

3. **Complete Address 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 92806
 5. **Street Address of Principal Business Office in California, if any**
 2890 E. LA CRESTA AVE., ANAHEIM, CA 92806
 6. **Main Office Address of Corporation, if different than item 4**
 2890 E. LA CRESTA AVE., ANAHEIM, CA 92806

7. **Names and Complete Addresses of the Following Officers** (The corporation must list these three officers. A corporation may be added; however, the printed lines on this form must not be altered.)
 7. **Chief Executive Officer**
 CORREY KIRSCHNER 2890 E. LA CRESTA AVE., ANAHEIM, CA 92806
 8. **Secretary**
 CORREY KIRSCHNER 2890 E. LA CRESTA AVE., ANAHEIM, CA 92806
 9. **Chief Financial Officer**
 CORREY KIRSCHNER 2890 E. LA CRESTA AVE., ANAHEIM, CA 92806

10. **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**
 CORREY KIRSCHNER
 11. **Name**
 CORREY KIRSCHNER
 12. **Name**
 CORREY KIRSCHNER

13. **Number of Vacancies on the Board of Directors, if any:**

14. **Name of Agent for Service of Process**
 CORREY KIRSCHNER

15. **Street Address of Agent for Service of Process in California, if an individual, city**
 2890 E. LA CRESTA AVE., ANAHEIM, CA 92806

16. **Type of Business**
 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.**
 17. **Signature**
 AFSHIN HAKIM
 17. **Title**
 ATTORNEY
 17. **Approved by Secretary of State**

FILED
 G076477
 OCT-01 2018
 In the office of the Secretary of State
 of the State of California

The Space for Filing Use Only



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.

IMPORTANT - READ INSTRUCTIONS BEFORE COMPLETING THIS FORM

1. CORPORATE NAME

ONYX PAVING COMPANY, INC.

2. CALIFORNIA CORPORATE NUMBER

C1659076

GB88157

FILED

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

JAN-03 2020

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 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 an office with the California Secretary of State a certificate pursuant to California Corporations Code section 1505 and item 15 must be left blank.

14. NAME OF AGENT FOR SERVICE OF PROCESS

15. STREET ADDRESS OF AGENT FOR SERVICE OF PROCESS IN CALIFORNIA, IF AN INDIVIDUAL CITY STATE ZIP CODE

Type of Business

16. DESCRIBE THE TYPE OF BUSINESS OF THE CORPORATION

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

01/03/2020

ANA BARBRA RAYPON

OFFICE MANAGER/CONTROLLER

DATE

TYPE/PRINT NAME OF PERSON COMPLETING FORM

TITLE

SIGNATURE

SI-200 (REV 01/2013)

APPROVED BY SECRETARY OF STATE

California Environmental Protection Agency
Air Resources Board

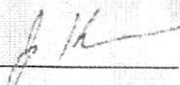
January 1, 2024

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

is issued to

ONYX PAVING COMPANY, INC.

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


Jack Kitowski
Chief, Mobile Sources 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