

BIDDER'S PROPOSAL

Bidders submitting proposals shall be very careful to follow all requirements in connection therewith. A checklist has been attached for guidance in complying with all phases of the bid process and Project. Any proposal not complying with all these requirements may be rejected.

TO THE HONORABLE MAYOR AND
MEMBERS OF THE CITY COUNCIL

Pursuant to the provisions of the plans, specifications and contract documents, the undersigned proposed to perform the work as described therein a manner satisfactory to the responsible City official. All material, equipment, tools, labor, and services necessary to the work will be furnished. All laws and ordinances relating to the work will be complied with, and a business license to do business in the City will be obtained. The undersigned declares that the plans, specifications, contract documents and the site of the work have been thoroughly examined and that this proposal is made without collusion with any person, firm, or corporation.

Execution of the proposal by the undersigned Bidder shall become a binding contract on the parties when the award of a contract pursuant to the said proposal is authorized by resolution of the City Council, where required by the Charter of the City by the City Manager, or an officer who is his/her authorized representative.

The undersigned agrees that when his proposal is executed he will furnish specified bonds and insurance, and he will begin work within the time specified, and complete work within the contract period or agree to the assessment of liquidated damages, all as stipulated in the attached pages of the Bidder's Proposal.

As a guaranty that the terms of this proposal will be complied with, the undersigned submits herewith a proposal guaranty for an amount equal to at least Ten Percent (10%) of his total bid.

All subcontractors who will perform work for the Bidder on this Project in the amount in excess of one-half of one percent (0.5%) of the total bid, including labor, materials, and equipment, or work specifically fabricated off the job site according to detailed drawings contained in the plans, shall be listed, pursuant to Sections 4100 to 4113, inclusive of the California Government Code.

FY 2026 STREET MAINTENANCE AND REHABILITATION PROJECT
 BIDDER'S PROPOSAL

SPECIFICATION NO. 26-11763-C

(continued)

Name of Subcontractor and address:	Subcontractor License No.	Type of Work	\$ Amount
Johnson Construction Company (JCC) P.O. Box Concord, CA 94524	981209	Utility Adjustment	\$720,975.00
Schotka Construction, Inc. 1554 Green Island Rd, American Canyon, CA 94503	723309	Construction Area Signs and Road Signs (P)	60,700.00
Rosas Brothers Construction P.O. Box 7862 Oakland, CA 94601	848835	Minor Concrete, & Drainage	\$522,630.00
Anrak Corporation 5820 Mayhew Road, Sacramento, CA 95827	256390	Cold Plane	\$240,750.00
Graham Contractors, Inc. P.O. Box 26770 San Jose, CA 95159	315789	Microsurfacing Slurry Seal Crack Seal	\$263,968.00
Chrisp Company 43650 Osgood Road, Fremont, CA 94539	374600	Striping	\$1,222,754.45

Contractor's California License Number: 238650

License Expiration Date: 6/30/2027

I declare that representations made in this bid are under penalty of perjury.



Daniel Rodriguez, Vice President

Signature

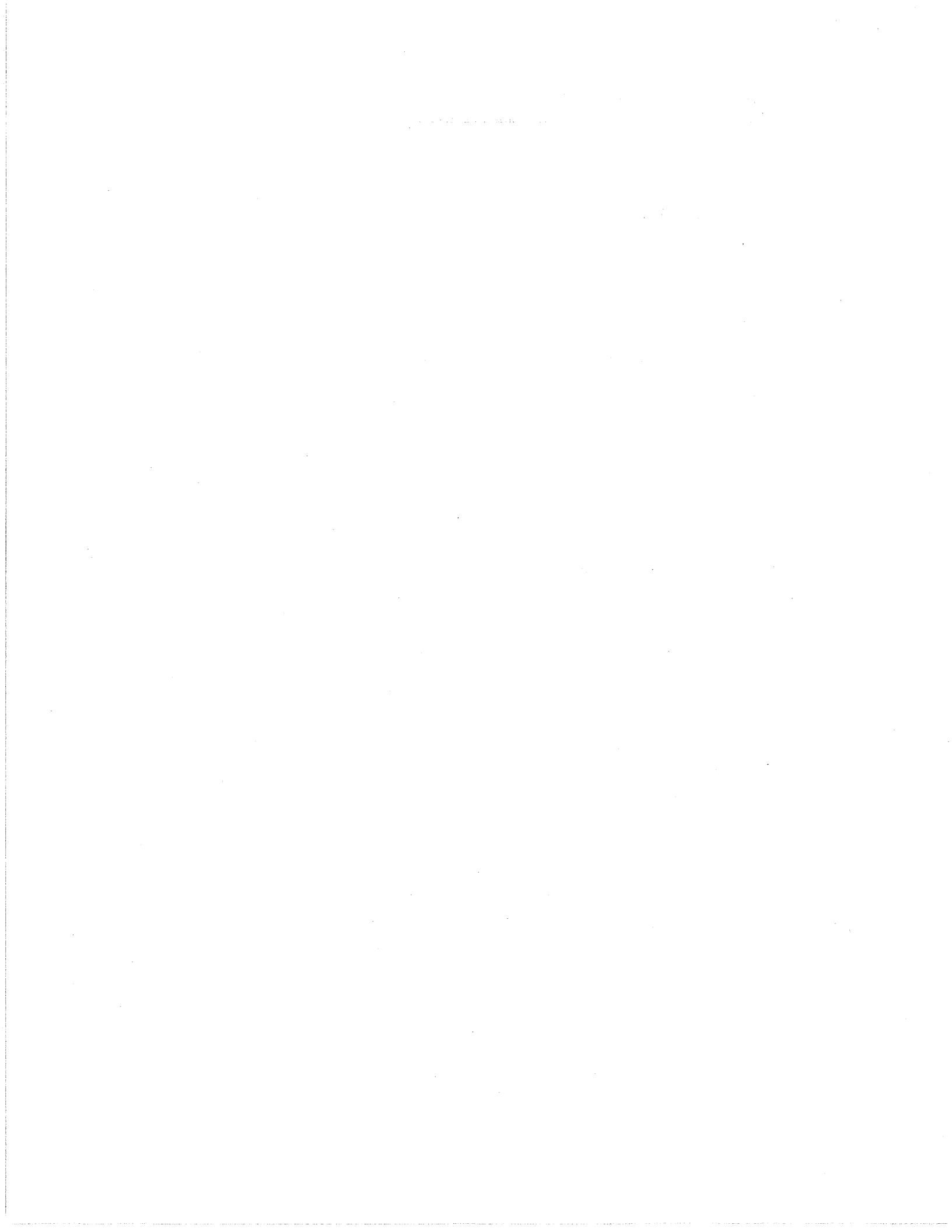
Title

FY 2026 STREET MAINTENANCE AND REHABILITATION PROJECT
 BIDDER'S PROPOSAL

SPECIFICATION NO. 26-11763-C

(continued)

<u>Item No.</u>	<u>Description *</u>	<u>Estimated Quantity</u>	<u>Unit</u>	<u>Unit Cost</u>	<u>Total Cost</u>
1	Mobilization	1	LS	\$ 998,000.00	\$ 998,000.00
2	Traffic Control	1	LS	\$ 454,297.10	\$ 454,297.10
3	Construction Area Signs (Revocable)	200	EA	\$ 275.00	\$ 55,000.00
4	Changeable Message Boards (Revocable)	42	EA	\$ 571.51	\$ 24,003.42
5	Construction Staking	1	LS	\$ 6,800.00	\$ 6,800.00
6	Monument Preservation	1	LS	\$ 92,000.00	\$ 92,000.00
7	Water Pollution Control Program	1	LS	\$ 50,013.09	\$ 50,013.09
8	Potholing (Revocable)	1	LS	\$ 70,157.74	\$ 70,157.74
9	Clearing, Grubbing, Tree Protection & Root Pruning	1	LS	\$ 33,021.80	\$ 33,021.80
10	Tree Removal 12-inch to 24" Diameter (Revocable)	7	EA	\$ 1,350.00	\$ 9,450.00
11	Tree Removal 25-inch to 36" Diameter (Revocable)	4	EA	\$ 2,950.00	\$ 11,800.00
12	Tree Removal 37-inch to 48" Diameter (Revocable)	4	EA	\$ 4,550.00	\$ 18,200.00
13	Crack Seal & Microsurfacing (Type II w/Black Rock)	171,719	SF	\$ 0.58	\$ 99,597.02
14	Crack Seal & Slurry Seal (Type II w/Black Rock)	438,724	SF	\$ 0.37	\$ 162,327.88
15	3/8-inch HMA (Type A) PG 64-10	1,680	TN	\$ 178.46	\$ 299,812.80
16	1/2-inch HMA (Type A) PG 64-10	10,435	TN	\$ 140.81	\$ 1,469,352.35
17	Miscellaneous Paving at Driveway (Revocable)	6,250	SF	\$ 8.25	\$ 51,562.50
18	1/2" RHMA-G	7,867	TN	\$ 145.00	\$ 1,140,715.00
19	Remove Speed Table	2	EA	\$ 519.16	\$ 1,038.32
20	Construct Speed Cushion	13	EA	\$ 4,487.03	\$ 58,331.39



FY 2026 STREET MAINTENANCE AND REHABILITATION PROJECT
 BIDDER'S PROPOSAL
 (continued)

SPECIFICATION NO. 26-11763-C

<u>Item No.</u>	<u>Description *</u>	<u>Estimated Quantity</u>	<u>Unit</u>	<u>Unit Cost</u>	<u>Total Cost</u>
21	Install Mountable HMA Dike	36	LF	\$ 62.09	\$ 2,235.24
22	Remove and Replace HMA Dike	250	LF	\$ 61.31	\$ 15,327.50
23	Install Shoulder Backing	211	LF	\$ 10.21	\$ 2,154.31
24	Place Skin Patch	3	SF	\$ 450.07	\$ 1,350.21
25	Remove & Replace 4-inch HMA	75,972	SF	\$ 4.50	\$ 341,874.00
26	Remove & Replace 5-inch HMA	7,778	SF	\$ 5.00	\$ 38,890.00
27	Remove & Replace 6-inch HMA	84,369	SF	\$ 6.20	\$ 523,087.80
28	Remove & Replace 8-inch HMA	40,705	SF	\$ 8.00	\$ 325,640.00
29	Remove & Replace 10-inch HMA	43,974	SF	\$ 11.00	\$ 483,714.00
30	6-inch Deep Lift Stabilization (Revocable)	12,640	SF	\$ 5.09	\$ 64,337.60
31	Keycut A1	26,201	LF	\$ 1.64	\$ 42,969.64
32	Keycut B1	1,567	LF	\$ 4.75	\$ 7,443.25
33	Cold Plane 1-inch	24,600	SF	\$ 0.38	\$ 9,348.00
34	Cold Plane 2-inch	200,617	SF	\$ 0.50	\$ 100,308.50
35	Cold Plane 2-1/4-inch	101,562	SF	\$ 0.61	\$ 61,952.82
36	Cold Plane 2-1/2-inch	272,846	SF	\$ 0.68	\$ 185,535.28
37	Cold Plane 3-1/2-inch	69,200	SF	\$ 0.91	\$ 62,972.00
38	Cold Plane 4-inch	15,220	SF	\$ 1.25	\$ 19,025.00
39	Cold Plane 5-inch	67,104	SF	\$ 1.30	\$ 87,235.20
40	Cold Plane 7-inch	15,220	SF	\$ 2.32	\$ 35,310.40



FY 2026 STREET MAINTENANCE AND REHABILITATION PROJECT
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SPECIFICATION NO. 26-11763-C

(continued)

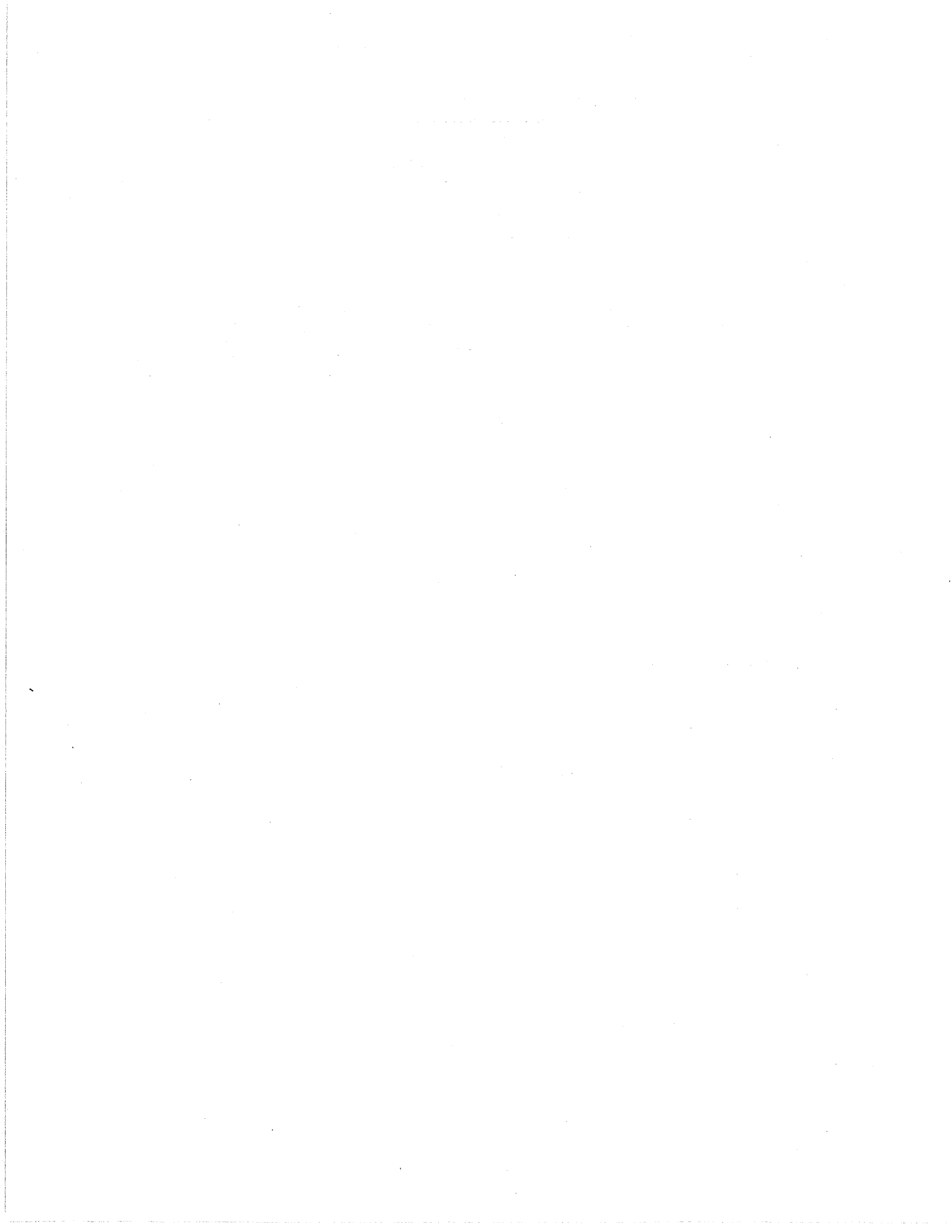
<u>Item No.</u>	<u>Description *</u>	<u>Estimated Quantity</u>	<u>Unit</u>	<u>Unit Cost</u>	<u>Total Cost</u>
41	Grind High Spot in Roadway Flush w/ Adjacent Pavement Surface	2	SF	\$ 295.09	\$ 590.18
42	Remove AC Fill from Gutter Pan	1	EA	\$ 2,027.15	\$ 2,027.15
43	Remove & Replace PCC Sidewalk	742	SF	\$ 25.00	\$ 18,550.00
44	Remove & Replace PCC Sidewalk (Revocable)	2,000	SF	\$ 20.00	\$ 40,000.00
45	Remove PCC Sidewalk, Backfill w/Top Soil & Mulch	30	SF	\$ 15.00	\$ 450.00
46	Remove & Replace PCC Curb (6-inch)	581	LF	\$ 100.00	\$ 58,100.00
47	Remove & Replace PCC Curb & Gutter (1- foot Gutter)	62	LF	\$ 150.00	\$ 9,300.00
48	Remove & Replace PCC Curb & Gutter (2- foot Gutter)	746	LF	\$ 115.00	\$ 85,790.00
49	Remove & Replace PCC Curb & Gutter (2- foot Gutter) (Revocable)	600	LF	\$ 105.00	\$ 63,000.00
50	Remove & Replace PCC Driveway (Residential)	98	SF	\$ 35.00	\$ 3,430.00
51	Remove & Replace PCC Raised Island	12	SF	\$ 50.00	\$ 600.00
52	Remove Island Passageway & Construct PCC Median Island	192	SF	\$ 80.00	\$ 15,360.00
53	Remove & Replace PCC Swale	27	LF	\$ 150.00	\$ 4,050.00
54	Construct Traffic Circle	3	EA	\$ 20,000.00	\$ 60,000.00
55	Construct Bulb-Out at Tree	3	EA	\$ 1,500.00	\$ 4,500.00
56	Wood Retaining Wall (12 Inches)	673	LF	\$ 82.73	\$ 55,677.29
57	Wood Retaining Wall (24 Inches)	200	LF	\$ 113.26	\$ 22,652.00
58	Relocate Roadside Sign	9	EA	\$ 200.00	\$ 1,800.00
59	Relocate Post w/ Ped Push Button	1	EA	\$ 9,000.00	\$ 9,000.00
60	Install R1-6 Sign	4	EA	\$ 475.00	\$ 1,900.00

FY 2026 STREET MAINTENANCE AND REHABILITATION PROJECT
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SPECIFICATION NO. 26-11763-C

(continued)

<u>Item No.</u>	<u>Description *</u>	<u>Estimated Quantity</u>	<u>Unit</u>	<u>Unit Cost</u>	<u>Total Cost</u>
61	Install W11-2 Sign	4	EA	\$ 475.00	\$ 1,900.00
62	Install W16-7P Sign	4	EA	\$ 475.00	\$ 1,900.00
63	Remove Cross Drain Cover (Revocable)	1	EA	\$ 500.00	\$ 500.00
64	Install Cross Drain Cover (Revocable)	1	EA	\$ 2,500.00	\$ 2,500.00
65	Install Cross Drain Pipe Under Sidewalk (Revocable)	100	LF	\$ 300.00	\$ 30,000.00
66	Install Cross Drain Pipe Under Street (Revocable)	200	LF	\$ 450.00	\$ 90,000.00
67	Construct Cross Drain (Revocable)	20	EA	\$ 400.00	\$ 8,000.00
68	Reconstruct Top of Curb Inlet	1	EA	\$ 4,500.00	\$ 4,500.00
69	Reconstruct Curb Drain	2	EA	\$ 5,000.00	\$ 10,000.00
70	Reconstruct Top of Catch Basin	1	EA	\$ 4,000.00	\$ 4,000.00
71	Remove and Replace Catch Basin	1	EA	\$ 6,808.91	\$ 6,808.91
72	Install Edge Drain	1	LS	\$ 33,335.36	\$ 33,335.36
73	Install G-5 Frame & Cover Furnished By EBMUD	119	EA	\$ 100.00	\$ 11,900.00
74	Replace Water Valve Frame & Cover	2	EA	\$ 500.00	\$ 1,000.00
75	Replace Survey Monument Frame & Cover	1	EA	\$ 500.00	\$ 500.00
76	Remove & Replace HMA Around Utility Cover	1	EA	\$ 500.00	\$ 500.00
77	Lower Gas Valve Cover (Revocable)	39	EA	\$ 250.00	\$ 9,750.00
78	Lower Loop Detector Handhole Cover	8	EA	\$ 250.00	\$ 2,000.00
79	Lower Maintenance Hole Cover	188	EA	\$ 350.00	\$ 65,800.00
80	Lower Sewer Cleanout Cover	1	EA	\$ 350.00	\$ 350.00

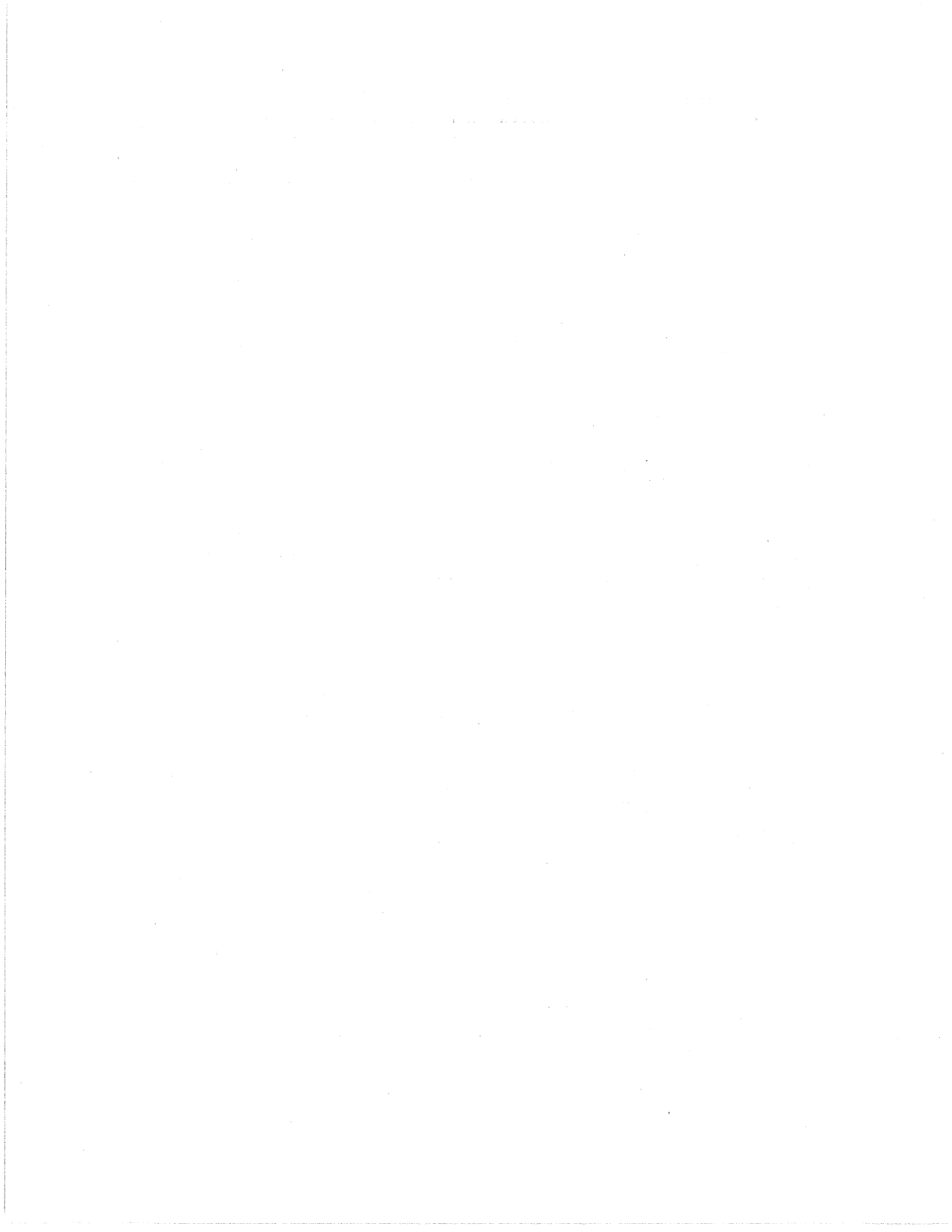


FY 2026 STREET MAINTENANCE AND REHABILITATION PROJECT
 BIDDER'S PROPOSAL

SPECIFICATION NO. 26-11763-C

(continued)

<u>Item No.</u>	<u>Description *</u>	<u>Estimated Quantity</u>	<u>Unit</u>	<u>Unit Cost</u>	<u>Total Cost</u>
81	Lower Survey Monument Cover	47	EA	\$ 250.00	\$ 11,750.00
82	Lower Water Valve Cover (Revocable)	208	EA	\$ 250.00	\$ 52,000.00
83	Adjust Electrical Box Cover to Finish Grade	8	EA	\$ 250.00	\$ 2,000.00
84	Adjust Gas Valve Cover to Finish Grade (Revocable)	53	EA	\$ 250.00	\$ 13,250.00
85	Adjust Loop Detector Handhole Cover to Finish Grade	8	EA	\$ 250.00	\$ 2,000.00
86	Adjust Junction Box to Finish Grade (Revocable)	30	EA	\$ 2,704.65	\$ 81,139.50
87	Adjust Maintenance Hole Cover to Finish Grade	191	EA	\$ 950.00	\$ 181,450.00
88	Adjust Sewer Cleanout Cover to Finish Grade	3	EA	\$ 950.00	\$ 2,850.00
89	Adjust Survey Monument Cover to Finish Grade	54	EA	\$ 675.00	\$ 36,450.00
90	Adjust Water Valve Cover to Finish Grade (Revocable)	243	EA	\$ 675.00	\$ 164,025.00
91	Monument Replacement	37	EA	\$ 2,100.00	\$ 77,700.00
92	Install Blue RPM at Fire Hydrant	88	EA	\$ 20.00	\$ 1,760.00
93	Install Yellow RPMs at Median	34	EA	\$ 20.00	\$ 680.00
94	4-inch White Line (Thermo)	2,458	LF	\$ 2.65	\$ 6,513.70
95	4-inch Yellow Line (Thermo)	50	LF	\$ 2.65	\$ 132.50
96	6-inch White Line (Thermo)	202	LF	\$ 4.00	\$ 808.00
97	6-inch Yellow Line (Thermo)	27	LF	\$ 4.00	\$ 108.00
98	8-inch White Line (Thermo)	1,503	LF	\$ 5.50	\$ 8,266.50
99	8-inch Yellow Line (Thermo)	671	LF	\$ 5.50	\$ 3,690.50
100	12-inch White Crosswalk/Limit Line (Thermo)	10,163	LF	\$ 8.00	\$ 81,304.00



FY 2026 STREET MAINTENANCE AND REHABILITATION PROJECT
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SPECIFICATION NO. 26-11763-C

(continued)

<u>Item No.</u>	<u>Description *</u>	<u>Estimated Quantity</u>	<u>Unit</u>	<u>Unit Cost</u>	<u>Total Cost</u>
101	12-inch Yellow Crosswalk Line (Thermo)	2,444	LF	\$ 8.00	\$ 19,552.00
102	24-inch White Crosswalk Line (Thermo)	9,152	LF	\$ 16.00	\$ 146,432.00
103	24-inch Yellow Crosswalk Line (Thermo)	972	LF	\$ 18.00	\$ 17,496.00
104	White Yield Line (Thermo)	336	EA	\$ 24.00	\$ 8,064.00
105	Striping Detail #2 (Thermo & Markers)	2,548	LF	\$ 1.45	\$ 3,694.60
106	Striping Detail #9 (Thermo & Markers)	14,646	LF	\$ 1.45	\$ 21,236.70
107	Striping Detail #22 (Thermo & Markers)	22,553	LF	\$ 3.00	\$ 67,659.00
108	Striping Detail #22 Modified (Thermo & Markers)	1,511	LF	\$ 3.25	\$ 4,910.75
109	Striping Detail #25 Modified (Thermo & Markers)	1,951	LF	\$ 1.60	\$ 3,121.60
110	Striping Detail #27B (Thermo)	15,043	LF	\$ 1.50	\$ 22,564.50
111	Striping Detail #29 (Thermo)	2,413	LF	\$ 6.25	\$ 15,081.25
112	Striping Detail #32 (Thermo & Makers)	2,599	LF	\$ 6.00	\$ 15,594.00
113	Striping Detail #38 (Thermo & Makers)	3,899	LF	\$ 2.15	\$ 8,382.85
114	Striping Detail #39 (Thermo)	20,753	LF	\$ 1.50	\$ 31,129.50
115	Striping Detail #39A (Thermo)	1,954	LF	\$ 1.50	\$ 2,931.00
116	Striping Detail #40 (Thermo)	411	LF	\$ 1.50	\$ 616.50
117	Striping Detail #41 (Thermo)	156	LF	\$ 1.50	\$ 234.00
118	Pavement Marking "25" Legend (Thermo)	51	EA	\$ 140.00	\$ 7,140.00
119	Pavement Marking "AHEAD" Legend (Thermo)	3	EA	\$ 250.00	\$ 750.00
120	Pavement Marking "BIKE" Legend (Thermo)	4	EA	\$ 115.00	\$ 460.00

FY 2026 STREET MAINTENANCE AND REHABILITATION PROJECT
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SPECIFICATION NO. 26-11763-C

(continued)

<u>Item No.</u>	<u>Description *</u>	<u>Estimated Quantity</u>	<u>Unit</u>	<u>Unit Cost</u>	<u>Total Cost</u>
121	Pavement Marking "BLVD" Legend (Thermo)	10	EA	\$ 110.00	\$ 1,100.00
122	Pavement Marking "CLEAR" Legend (Thermo)	13	EA	\$ 210.00	\$ 2,730.00
123	Pavement Marking "CHEVRON" Legend (Thermo)	2	EA	\$ 175.00	\$ 350.00
124	Pavement Marking "KEEP" Legend (Thermo)	13	EA	\$ 190.00	\$ 2,470.00
125	Pavement Marking "DO" Legend (Thermo)	1	EA	\$ 115.00	\$ 115.00
126	Pavement Marking "ENTER" Legend (Thermo)	1	EA	\$ 175.00	\$ 175.00
127	Pavement Marking "LANE" Legend (Thermo)	4	EA	\$ 185.00	\$ 740.00
128	Pavement Marking "NOT" Legend (Thermo)	1	EA	\$ 115.00	\$ 115.00
129	Pavement Marking "NP" No Parking Legend (Thermo)	2	EA	\$ 90.00	\$ 180.00
130	Pavement Marking "ONLY" Legend (Thermo)	4	EA	\$ 175.00	\$ 700.00
131	Pavement Marking "PED" Legend (Thermo)	10	EA	\$ 125.00	\$ 1,250.00
132	Pavement Marking "SCHOOL" Legend (Thermo)	2	EA	\$ 290.00	\$ 580.00
133	Pavement Marking "SLOW" Legend (Thermo)	4	EA	\$ 185.00	\$ 740.00
134	Pavement Marking "STOP" Legend (Thermo)	104	EA	\$ 175.00	\$ 18,200.00
135	Pavement Marking "XING" Legend (Thermo)	12	EA	\$ 180.00	\$ 2,160.00
136	Pavement Marking "YIELD" Legend (Thermo)	1	EA	\$ 175.00	\$ 175.00
137	Pavement Marking "Type I (10'-0") Arrow" (Thermo)	3	EA	\$ 115.00	\$ 345.00
138	Pavement Marking "Type I (18'-0") Arrow" (Thermo)	8	EA	\$ 200.00	\$ 1,600.00
139	Pavement Marking "Type I (24'-0") Arrow" (Thermo)	5	EA	\$ 245.00	\$ 1,225.00
140	Pavement Marking "Type II (L or R) Arrow" (Thermo)	12	EA	\$ 355.00	\$ 4,260.00



FY 2026 STREET MAINTENANCE AND REHABILITATION PROJECT
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SPECIFICATION NO. 26-11763-C

(continued)

<u>Item No.</u>	<u>Description *</u>	<u>Estimated Quantity</u>	<u>Unit</u>	<u>Unit Cost</u>	<u>Total Cost</u>
141	Pavement Marking "Type III (L or R) Arrow" (Thermo)	61	EA	\$ 355.00	\$ 21,655.00
142	Pavement Marking "Type IV (L or R) Arrow" (Thermo)	44	EA	\$ 120.00	\$ 5,280.00
143	Pavement Marking "Type VI (L or R) Arrow" (Thermo)	1	EA	\$ 345.00	\$ 345.00
144	Pavement Marking "Bike Lane Arrow" (Thermo)	51	EA	\$ 40.00	\$ 2,040.00
145	Pavement Marking "Bicycle Boulevard Bike Lane Arrow" (Thermo)	10	EA	\$ 60.00	\$ 600.00
146	Pavement Marking "Bike Lane Symbol w/ Person" (Thermo)	47	EA	\$ 80.00	\$ 3,760.00
147	Pavement Marking "Bicycle Boulevard Bike Lane Symbol w/ Person" (Thermo)	10	EA	\$ 220.00	\$ 2,200.00
148	Pavement Marking "Shared Roadway Bicycle Marking" (Thermo)	102	EA	\$ 95.00	\$ 9,690.00
149	Pavement Marking "L" Parking Stall Symbol (Thermo)	34	EA	\$ 40.00	\$ 1,360.00
150	Pavement Marking "T" Parking Stall Symbol (Thermo)	53	EA	\$ 40.00	\$ 2,120.00
151	Pavement Marking "Rail Crossing Symbol" Legend (Thermo)	1	EA	\$ 575.00	\$ 575.00
152	Pavement Marking "Bicycle Loop Detector Symbol" (Thermo)	2	EA	\$ 30.00	\$ 60.00
153	Remove and Replace Cross Bike Marking	18	EA	\$ 175.00	\$ 3,150.00
154	Red Curb Paint	81	LF	\$ 8.00	\$ 648.00
155	Blue Curb Paint	18	LF	\$ 8.00	\$ 144.00
156	Green Pavement	3,476	SF	\$ 14.00	\$ 48,664.00
157	Remove and Replace White Delineator	58	EA	\$ 125.00	\$ 7,250.00
158	Remove and Replace Yellow Delineator	24	EA	\$ 125.00	\$ 3,000.00
159	Install Yellow Delineator	12	EA	\$ 105.00	\$ 1,260.00
160	Remove and Replace Tuff Curb	24	EA	\$ 435.00	\$ 10,440.00

FY 2026 STREET MAINTENANCE AND REHABILITATION PROJECT
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 (continued)

SPECIFICATION NO. 26-11763-C

<u>Item No.</u>	<u>Description *</u>	<u>Estimated Quantity</u>	<u>Unit</u>	<u>Unit Cost</u>	<u>Total Cost</u>
161	Install Tuff Curb	56	EA	\$ 390.00	\$ 21,840.00
162	Install Hardened Centerline	120	LF	\$ 150.00	\$ 18,000.00
163	Remove In-Road Crosswalk Warning Light Can	1	EA	\$ 1,000.00	\$ 1,000.00
164	Remove & Replace Rubber Parking Bumper	1	EA	\$ 450.00	\$ 450.00
165	Remove & Replace Detector Loop	21	EA	\$ 600.00	\$ 12,600.00
166	Salvage Planter	10	EA	\$ 623.71	\$ 6,237.10
167	Install Salvaged Planter	10	EA	\$ 623.71	\$ 6,237.10
168	UPRR Permit and Requirements	1	LS	\$ 16,639.48	\$ 16,639.48
169	Remove & Replace Permeable Pavement and Base System	1	LS	\$ 112,405.32	\$ 112,405.32

The following Bid Item, "Supplemental Work," is an addition to the Project's scope of work. This additional work may or may not be authorized to be performed by the Contractor as part of this contract. The additional work may be located throughout the City of Berkeley and may be outside the limits of curb ramps scheduled for replacement.

170	Supplemental	1	LS	\$200,000.00	\$200,000.00
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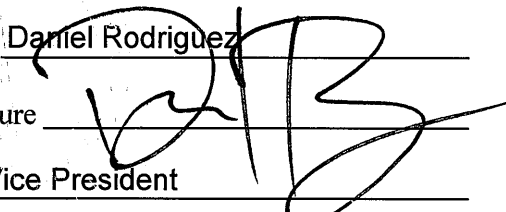
TOTAL COST OF BID IN WORDS AND FIGURES: nine million nine hundred forty-two thousand Dollars and zero Cents/(\$9,942,000.00).

Note:

* Bid Items 3, 4, 8, 10, 11, 12, 17, 30, 44, 49, 63, 64, 65, 66, 67, 77, 84, 86 and 90 are revocable bid items. The City reserves the right to delete these bid items prior to award of contract or during construction at its own discretion. No compensation will be allowed the Contractor by reason of such omission.

(continued)

The undersigned bidder agrees to accept payment in full for the work at the price set forth above in accordance with provisions of the specifications and agrees to start within Fifteen (15) working days following issuance of the Notice to Proceed and to complete all work specified in the contract documents in accordance with the plans and specifications within One Hundred (100) working days. The Notice to Proceed will be issued when the contract is fully executed. The contract construction time is inclusive of the time for delivery of materials. By execution of this contract, the City and the Bidder do hereby agree that the value of damage associated with the delay of the work is difficult to ascertain. Therefore the Bidder agrees further to the assessment of liquidated damages in the amount of Twenty Five Hundred Dollars (\$2,500.00) for each working day that the construction work remains incomplete beyond the above construction time. The term of the contract is One Hundred Twenty(120) working days which includes an additional Twenty (20) working days for project closeout beyond the above construction time.

Company Bay Cities Paving & Grading, Inc. Address 1450 Civic Ct Bldg. B Suite 400
Name Daniel Rodriguez Concord, CA 94520
Signature  Phone (925)687-6666
Title Vice President Date 4/2/2026
Taxpayer I.D. No. 94-1609683 Corporation Yes No

(The following spaces to be used by the City)

Pursuant to City of Berkeley Council Resolution No. _____ N.S. adopted on _____, the City of Berkeley agrees to pay _____ the prices set forth above for the Total Bid Items in the amount of _____ (\$ _____), in accordance with the terms and conditions set forth in Specification No. 26-11763-C. The contractor shall complete all work specified in the contract documents in accordance with the plans and specifications within One Hundred Twenty (120) working days from the date established in the Notice to Proceed.

CITY OF BERKELEY

Dated: _____ By: _____
City Manager
Registered By: _____
Auditor
Attested By: _____
City Clerk

BIDDERS AND CONTRACTORS CHECKLIST

Items Required at Bid opening: 2:00 P.M., Thursday, April 02, 2026, at Finance Department – General Services Division, 2180 Milvia Street, 3rd Floor, Berkeley, California

- Bidder's Proposals (**One Full Set of Originals**)
- Addenda (if any)
- Experience and Financial Qualifications
- Taxpayer Identification Report
- Oppressive States Resolution Disclosure Form
- Nuclear Free Zone Disclosure Form
- Equal Benefits Ordinance Disclosure Form
- Sanctuary City Compliance Statement
- Bid Guarantee - 10% of Total Base Bid

Items Required at Pre-Award Conference: 2:00 P.M., Thursday, April 09, 2026, at 1947 Center Street, 4th Floor, Berkeley, California

- Bidder's Proposals (**One Additional Original Signature Page only**)
- Memorandum of Understanding
- Agreement for Change in Sub-Contractors
- WorkForce Composition
- Certificate of Compliance with Equal Benefits Ordinance (Form EBO-1)

Items Required After Contract Award and Prior to Construction:

- Community Workforce Agreement– Agreements to be Bound and Hiring Plans
- City of Berkeley Business License
- Work Schedule
- Worker's Compensation Insurance - Statutory Amount
- Liability Insurance - \$2,000,000
- Performance Bond - 100% (executed on enclosed Performance Bond form)
- Labor and Material Bond- 100%
- Commercial General and Automobile Liability Endorsement form
- Submittals required at the preconstruction meeting
- Right to Audit Form

Items Required During Construction:

- Work Schedule Updates
- Weekly Payroll Statement (Fed Form WH-347 or equivalent)
- Community Workforce Agreement – Agreements to be Bound and Hiring Plans for any subcontractors added to project
- Correspondence with unions and minority/female organizations

Items Required Upon Completion of Project:

- Guarantee Bond - 10%
- As-Built Drawings



EXPERIENCE AND FINANCIAL QUALIFICATIONS

The bidder has been engaged in the contracting business under State License Number 238650 for a period of 61 years.

The Bidder's three most recently completed contracts are:

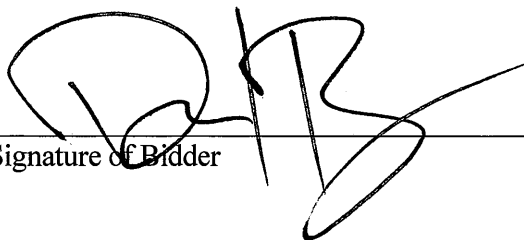
	I	II	III
Title of Project	CDOT 04-0Q30U4	CDOT 04-297634	Clement Ave Safety Improvements
Owner	Caltrans	Caltrans	City of Alameda
Address	5675 Gibraltar Dr Pleasanton, CA 94588	5675 Gibraltar Dr Pleasanton, CA 94588	950 W Mall Square Alameda, CA 94501
Telephone No.	510-867-6181	925-460-6790	510-225-5920
Engineer in Charge	Yannaing Tun	Hung Ngo	Robert Vance
Date Accepted	10/31/2025	9/30/2025	3/31/2025

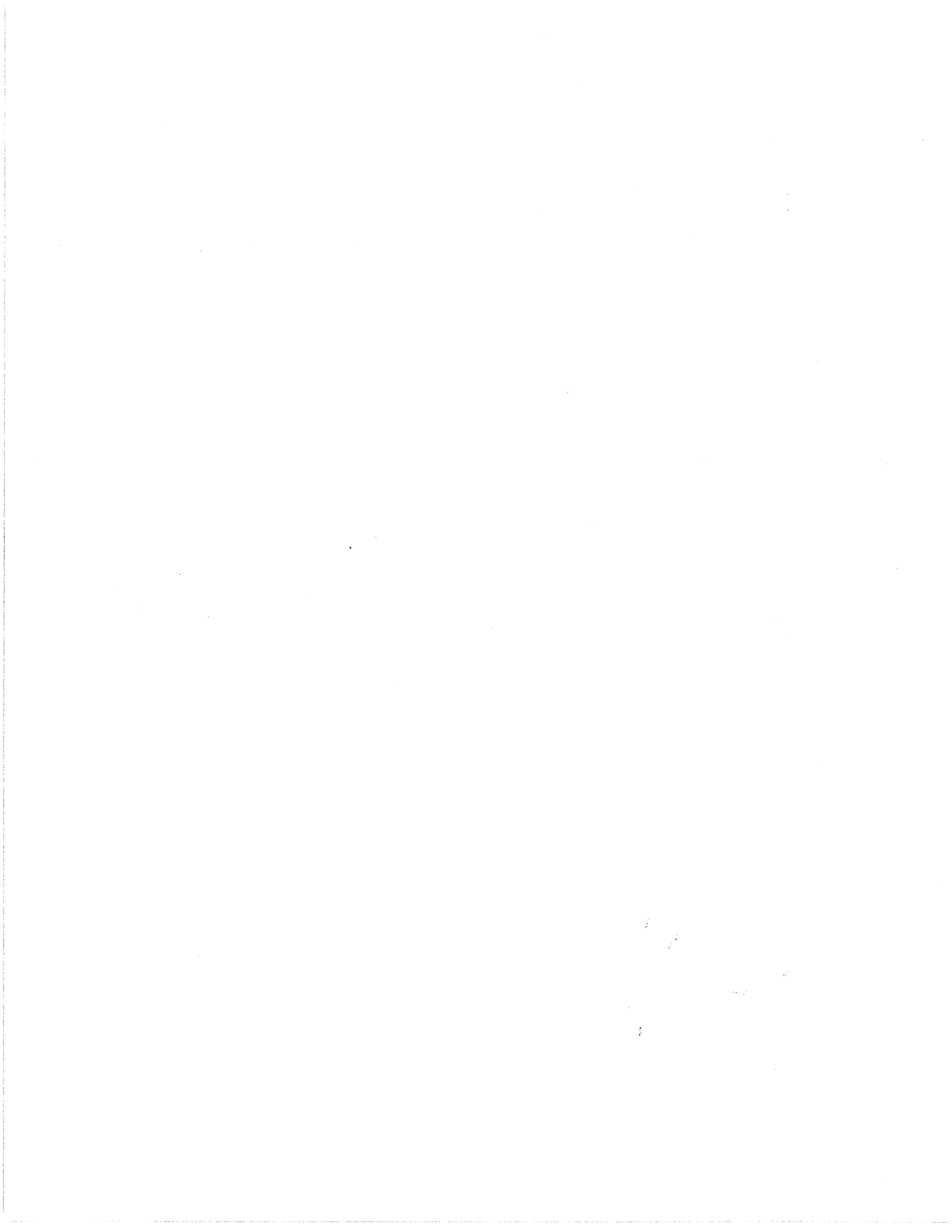
Reference is hereby made to the following Bank or Banks as to the financial responsibility of the Bidder:

Name of Bank California Bank of Commerce Address 2999 Oak Road, Suite 910 Walnut Creek, CA 94597

Reference is hereby made to the following Surety Companies as to the financial responsibility and general reliability of the Bidder:

Company Travelers Casualty and Surety Company of America Address 100 California Street Suite 725 San Francisco, CA 94111


 Signature of Bidder _____ Daniel Rodriguez, Vice President



TAXPAYER IDENTIFICATION REPORT

COMPANY NAME

Bay Cities Paving & Grading, Inc.

MAILING ADDRESS

1450 Civic Ct Bldg. B Suite 400

Concord, CA 94520

SOCIAL SECURITY NUMBER:

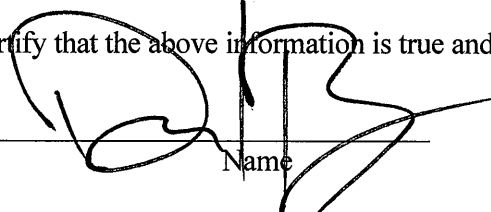
OR

EMPLOYER IDENTIFICATION NUMBER: 94-1609683

My Company is a Corporation

My Company is not a Corporation

I certify that the above information is true and correct:



Name

Daniel Rodriguez, Vice President
Title

The Tax Equity and Fiscal Responsibility Act of 1982 (Public Law 97-248) requires the above reporting information be furnished to the City.

Persons who do not furnish their tax information numbers become subject to backup withholding by the City at a rate of 20% from each disbursement made to the recipient.

CITY OF BERKELEY

OPPRESSIVE STATES COMPLIANCE STATEMENT FOR PERSONAL SERVICES

The undersigned, an authorized agent of Bay Cities Paving & Grading, Inc. (hereafter "Vendor"), has had an opportunity to review the requirements of Berkeley City Council Resolution Nos. 59,853-N.S., 60,382-N.S., and 70,606-N.S., (hereafter "Resolutions"). Vendor understands and agrees that the City may choose with whom it will maintain business relations and may refrain from contracting with those Business Entities which maintain business relationships with morally repugnant regimes. Vendor understands the meaning of the following terms used in the Resolution:

"Business Entity" means "any individual, firm, partnership, corporation, association or any other commercial organization, including parent-entities and wholly-owned subsidiaries" (to the extent that their operations are related to the purpose of the contract with the City).

"Oppressive State" means: **Tibet Autonomous Region, the provinces of Aho, Kham, and U-Tsang; and Burma (Myanmar)**

"Personal Services" means "the performance of any work or labor and shall also include acting as an independent contractor or providing any consulting advice or assistance, or otherwise acting as an agent pursuant to a contractual relationship."

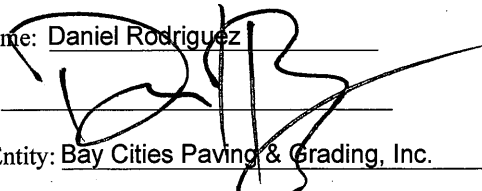
Contractor understands that it is not eligible to receive or retain a City contract if at the time the contract is executed, or at any time during the term of the contract it provides Personal Services to:

- a. The governing regime in any Oppressive State.
- b. Any business or corporation organized under the authority of the governing regime of any Oppressive State.
- c. Any person for the express purpose of assisting in business operations or trading with any public or private entity located in any Oppressive State.

Vendor further understands and agrees that Vendor's failure to comply with the Resolution shall constitute a default of the contract and the City Manager may terminate the contract and bar Vendor from bidding on future contracts with the City for five (5) years from the effective date of the contract termination.

The undersigned is familiar with, or has made a reasonable effort to become familiar with, Vendor's business structure and the geographic extent of its operations. By executing the Statement, Vendor certifies that it complies with the requirements of the Resolution and that if any time during the term of the contract it ceases to comply, Vendor will promptly notify the City Manager in writing.

Based on the foregoing, the undersigned declares under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Printed Name: Daniel Rodriguez Title: Vice President
 Signature:  Date: 4/2/2026
 Business Entity: Bay Cities Paving & Grading, Inc.

I am unable to execute this Statement; however, Vendor is exempt under Section VII of the Resolution. I have attached a separate statement explaining the reason(s) Vendor cannot comply and the basis for any requested exemption.

Signature: _____ Date: _____

Contract Description/Specification No. **FY 2026 Street Maintenance and Rehabilitation Project / 26-11763-C**



CITY OF BERKELEY
NUCLEAR FREE ZONE DISCLOSURE FORM

I (we) certify that:

1. I am (we are) fully cognizant of any and all contracts held, products made or otherwise handled by this business entity, and of any such that are anticipated to be entered into, produced or handled for the duration of its contract(s) with the City of Berkeley. (To this end, more than one individual may sign this disclosure form, if a description of which type of contracts each individual is cognizant is attached.)
2. I (we) understand that Section 12.90.070 of the Nuclear Free Berkeley Act (Berkeley Municipal Code Ch. 12.90; Ordinance No. 5784-N.S.) prohibits the City of Berkeley from contracting with any person or business that knowingly engages in work for nuclear weapons.
3. I (we) understand the meaning of the following terms as set forth in Berkeley Municipal Code Section 12.90.130:

"Work for nuclear weapons" is any work the purpose of which is the development, testing, production, maintenance or storage of nuclear weapons or the components of nuclear weapons; or any secret or classified research or evaluation of nuclear weapons; or any operation, management or administration of such work.

"Nuclear weapon" is any device, the intended explosion of which results from the energy released by reactions involving atomic nuclei, either fission or fusion or both. This definition of nuclear weapons includes the means of transporting, guiding, propelling or triggering the weapon if and only if such means is destroyed or rendered useless in the normal propelling, triggering, or detonation of the weapon.

"Component of a nuclear weapon" is any device, radioactive or non-radioactive, the primary intended function of which is to contribute to the operation of a nuclear weapon (or be a part of a nuclear weapon).

4. Neither this business entity nor its parent nor any of its subsidiaries engages in work for nuclear weapons or anticipates entering into such work for the duration of its contract(s) with the City of Berkeley.

Based on the foregoing, the undersigned declares under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Printed Name: Daniel Rodriguez Title: Vice President

Signature:  Date: 4/2/2026

Business Entity: Bay Cities Paving & Grading, Inc.

Contract Description/Specification No: **FY 2026 Street Maintenance and Rehabilitation Project / 26-11763-C**

NOTICE REGARDING THE EQUAL BENEFITS ORDINANCE

As a condition of being awarded a contract with the City of Berkeley, the selected Contractor shall be required, during the performance of the agreement, to comply with the City's non-discrimination provisions of the Equal Benefits Ordinance (EBO) as set forth in Berkeley Municipal Code, Chapter 13.29.

The EBO requires that during the performance of a contract, the Contractor shall provide equal benefits to its employees with spouses and employees with domestic partners.

The EBO is applicable to the following employers:

- For-profit employers that have a contract with the City for the purchase of goods, services, public works or improvements, and other construction projects in the amount of \$25,000 or more
- Non-profit employers that have a contract with the City for the purchase of goods, services, public works or improvements, and other construction projects in the amount of \$100,000 or more
- Lessees of public property, licensees, concessionaires, and franchises that generate \$350,000 or more in annual gross receipts
- Entities which receive a grant agreement of \$100,000 or more

Contractors who are subject to the EBO must certify to the City that they are in compliance with the EBO and post this notice in a conspicuous place where all employees can see it. Subject contractors must also allow authorized City representatives access to records so the City can verify compliance with the Ordinance.

Compliance with the EBO

If a Contractor has not received a waiver from complying with the EBO and the timeframe within which it can delay implementation has expired but it has failed to comply with the EBO, the Contractor may be deemed to be in material breach of the City agreement. In such cases, the City may cancel, terminate or suspend the City agreement, in whole or in part. The City also may deem the Contractor an irresponsible bidder and disqualify the Contractor from contracting with the City for a period of five years. In addition, the City may assess liquidated damages against the Contractor which may be deducted from money otherwise due the Contractor, and pursue any other remedies available at law or in equity.

Violations: Any suspected violations of the EBO should be reported to:

EBO Compliance Officer
City Manager's Office
2180 Milvia St
Berkeley, CA 94704
510-981-7000



CITY OF BERKELEY
EQUAL BENEFITS ORDINANCE DISCLOSURE FORM

As a condition of being awarded a contract with the City of Berkeley, the selected Contractor/Vendor ("Contractor") may be required, during the performance of the contract, to comply with the City's non-discrimination provisions of the Equal Benefits Ordinance ("EBO") as set forth in Berkeley Municipal Code, Chapter 13.29. The EBO requires that during the performance of a contract, the Contractor shall provide equal benefits to its employees with spouses and employees with domestic partners. Benefits include, but are not limited to, health benefits, bereavement leave, family medical leaves, membership and membership discounts, moving expenses, retirement benefits, and travel benefits. A cash equivalent payment is permitted if an employer has taken all reasonable efforts to provide domestic partner's with access to benefits but is unable to do so. A situation in which a cash equivalent payment might be used is if the employer has difficulty finding an insurance provider that is willing to provide domestic partner benefits

The EBO is applicable to the following employers:

- For-profit employers that have a contract with the City for the purchase of goods, services, public works or improvements, and other construction projects in the amount of \$25,000 or more
- Non-profit employers that have a contract with the City for the purchase of goods, services, public works or improvements, and other construction projects in the amount of \$100,000 or more
- Lessees of public property, licensees, concessionaires, and franchises that generate \$350,000 or more in annual gross receipts
- Entities which receive a grant agreement of \$100,000 or more

Contractors who are subject to the EBO must certify to the City before execution of the contract by completing form EBO-1 that they are in compliance with the EBO or have been issued a waiver by the City. Contractors must also allow authorized City representatives access to records so the City can verify compliance with the Ordinance.

The EBO includes provisions that address difficulties associated with implementing procedures to comply with the EBO. Contractors can delay implementation of procedures to comply with the EBO in the following situations:

- (1) until the first effective date after the first open enrollment process following the contract execution date, not to exceed two years if the Contractor submits evidence of engaging in reasonable efforts to comply with the EBO;
- (2) until administrative steps can be taken to incorporate nondiscrimination in benefits in the contractor's infrastructure, not to exceed three months, unless extended at the discretion of the City Manager; and
- (3) until the expiration of a Contractor's current collective bargaining agreement(s)

Compliance with the EBO

If a Contractor has not received a waiver from complying with the EBO and the timeframe within which it can delay implementation has expired but it has failed to comply with the EBO, the Contractor may be deemed to be in material breach of the City agreement. In the event of a material breach, the City may cancel, terminate or suspend the City agreement, in whole or in part. The City also may deem the Contractor an irresponsible bidder and disqualify the Contractor from contracting with the City for a period of five years. In addition, the City may assess liquidated damages against the Contractor which may be deducted from money otherwise due the Contractor, and pursue any other remedies available at law or in equity.

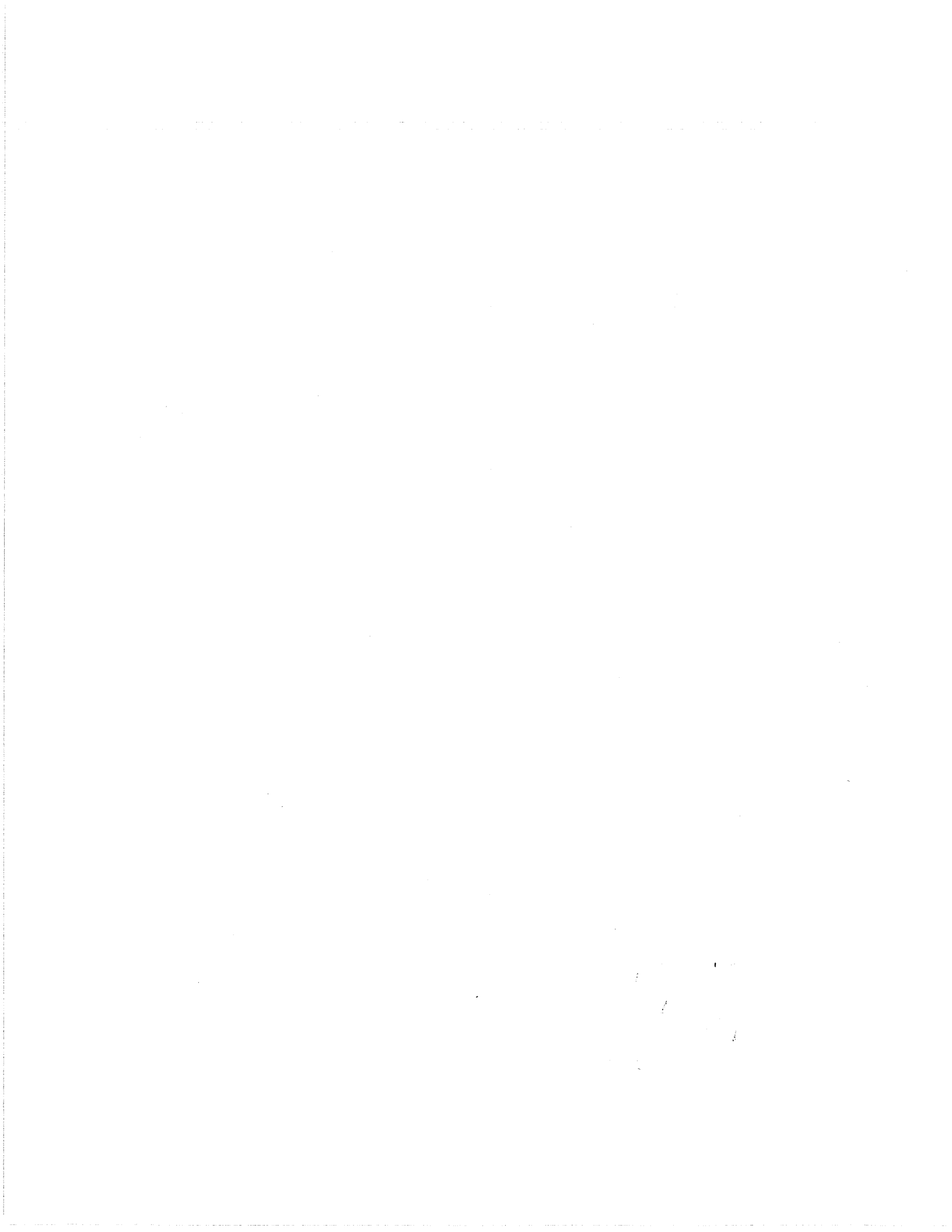
By my signature below, I acknowledge that the Contractor understands that to the extent it is subject to the provisions of B.M.C. Chapter 13.29, the Contractor shall comply with this provision.

Printed Name: Daniel Rodriguez Title: Vice President

Signature:  Date: 4/2/2026

Business Entity: Bay Cities Paving & Grading, Inc.

Contract Description/Specification No: **FY2026 Street Maintenance and Rehabilitation Project / 26-11763-C**



CITY OF BERKELEY
SANCTUARY CITY COMPLIANCE STATEMENT

The undersigned, an authorized agent of Bay Cities Paving & Grading, Inc. (hereafter "Contractor"), has had an opportunity to review the requirements of Berkeley Code Chapter 13.105 (hereafter "Sanctuary City Contracting Ordinance" or "SCCO"). Contractor understands and agrees that the City may choose with whom it will maintain business relations and may refrain from contracting with any person or entity that provides Data Broker or Extreme Vetting services to the U.S. Immigration and Customs Enforcement Division of the United States Department of Homeland Security ("ICE"). Contractor understands the meaning of the following terms used in the SCCO:

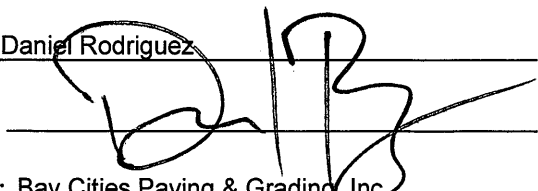
- a. "Data Broker" means either of the following:
 - i. The collection of information, including personal information about consumers, from a wide variety of sources for the purposes of reselling such information to their customers, which include both private-sector business and government agencies;
 - ii. The aggregation of data that was collected for another purpose from that for which it is ultimately used.
- b. "Extreme Vetting" means data mining, threat modeling, predictive risk analysis, or other similar services." Extreme Vetting does not include:
 - i. The City's computer-network health and performance tools;
 - ii. Cybersecurity capabilities, technologies and systems used by the City of Berkeley Department of Information Technology to predict, monitor for, prevent, and protect technology infrastructure and systems owned and operated by the City of Berkeley from potential cybersecurity events and cyber-forensic based investigations and prosecutions of illegal computer based activity.

Contractor understands that it is not eligible to receive or retain a City contract if at the time the contract is executed, or at any time during the term of the contract, it provides Data Broker or Extreme Vetting services to ICE.

Contractor further understands and agrees that Contractor's failure to comply with the SCCO shall constitute a material default of the contract and the City Manager may terminate the contract and bar Contractor from bidding on future contracts with the City for five (5) years from the effective date of the contract termination.

By executing this Statement, Contractor certifies that it complies with the requirements of the SCCO and that if any time during the term of the contract it ceases to comply, Contractor will promptly notify the City Manager in writing. Any person or entity who knowingly or willingly supplies false information in violation of the SCCO shall be guilty of a misdemeanor and up to a \$1,000 fine.

Based on the foregoing, the undersigned declares under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed this 2nd day of April, 2026, at Concord, California.

Printed Name: Daniel Rodriguez Title: Vice President
 Signed:  Date: 4/2/2026
 Business Entity: Bay Cities Paving & Grading, Inc



BIDDING & CONTRACTING UNDER THE COMMUNITY WORKFORCE AGREEMENT

- **Local Workforce Hiring Goals**

The City of Berkeley's local workforce-hiring goal is 20% of craft hours worked, on a craft by craft basis on locally funded projects. City Staff will provide a template to be used by the general contractor (GC) for reporting the summary of the total work hours and total number of Berkeley residents, this report is to be submitted with each certified payroll (CP), including CP for each subcontractor. GC can compile the report for the subcontractors or can require each sub to prepare their own report. Please include documentation detailing efforts to meet the local hire goals, i.e., dispatch requests to the unions. Please note the GC is responsible for the local hire component for the entire Project. This report will be reviewed by the Joint Administrative Committee (JAC) to monitor compliance of the local workforce hiring goals. The JAC may periodically request contractors to attend a JAC meeting to describe and discuss their local hire efforts. GC and the subs are strongly encouraged to utilize the city-funded pre-apprenticeship program, Rising Sun Energy Center, for the hiring of Berkeley residents on the projects. Rising Sun staff will work closely with the trades and the contractor to facilitate the hiring of the program graduates for entry into the trades. City staff will conduct periodic interviews of workers throughout the Project.

- **Certified Payrolls**

Contractors are required to submit certified payrolls (CP) on a monthly basis to the Public Works Project Manager. The monthly report described above shall reflect the information provided on the Certified Payrolls. Address & trade for each worker must be included in Certified Payroll and is subject to verification by City staff. Please redact Social Security Numbers from CP prior to sending to city staff. When submitting CP, please attach any documentation pertinent to your good faith efforts, such as dispatch requests & union hall responses to those requests.

- **Core (Regular, experienced) Employees**

A non-signatory contractor may use up to five (5) of its own "core" employees provided that the first worker hire comes from the union, second worker is "core", third worker from the union, fourth worker is "core", and so forth. The contractors' worker must comply with the Union Hall's registration process; the contractor and subcontractor may request by name, and the local will honor, referral of the core employee(s) who have applied to the local union hall for work on the Project and who demonstrate the following qualifications: 1) possess any license required by state or federal law, 2) have worked at least 1,000 hours in the construction craft during the prior three years, 3) have been on the Contractor's active payroll for at least sixty (60) out of the one hundred and eighty (180) hours in the calendar year immediately prior to contract award, 4) must have the ability to safely perform the basic functions of the applicable trade, and 5) must reside in Berkeley.

- **Hiring Plan**

A hiring plan is to be submitted prior to the Notice to Proceed date, with the understanding that the workforce may change during the Project. The hiring plan is used as baseline information, with the monthly workforce utilization reports, certified payroll and dispatch request documentation serving as confirmation of good faith efforts to hire locally.

- **Apprentices**

Consistent with the requirements of California Labor Code § 1776, 1777.5 and 1777.6, contractors and their subcontractors are required to hire at least one Berkeley resident as a First Period Apprentice for \$500,000 or more of total bid amount, thereafter, for every five million dollars of the total bid amount the Prime Contractor and their

subcontractors are required to hire one additional first period apprentice. Berkeley residents that participate in local workforce development programs will be screened and referred for the apprenticeship opportunities, city staff, union halls & training programs will facilitate this process.

- **California Prevailing Wages**

All construction workers will be paid prevailing wages as determined by the State of California. Benefits are the established labor-management vacation, pension or other form of deferred compensation plan, apprenticeship and health benefit funds for each hour worked. Any local collectively bargained wage and/or fringe benefit increase shall be recognized on the date on which they become effective.

- **Agreement to be Bound**

All general contractors and all sub-contractors, including trucking, and regardless of tier, must sign an *Agreement to be Bound* to the CWA. This agreement binds the contractor to the terms of the CWA for the awarded Project only. It does not bind any contractor to a union agreement for any other project.

- **Pre-Job Conference**

Prior to start of construction, the successful general contractor and all subcontractors are required to attend a pre-job conference with the affected Building & Construction Trades Council. The Pre-Job request form shall include subcontractor information including scopes of work. The Agreements to be Bound shall be submitted **prior** to the Pre-job Conference. General Contractor and subcontractors will make craft/trade work assignments at this meeting. Should any union disagree, it may follow the established jurisdictional dispute resolution process provided in the Community Workforce Agreement. The pre-job conference may be held via conference call arranged by the building trades, city staff will also participate in the pre-job conference.

- **Joint Administrative Committee**

This Committee shall be comprised of up to two (2) representative selected by the City; up to two (2) representatives of the signatory Unions and Alameda County Building and Construction Trades Council; and one (1) contractor representative, mutually selected by the City and the Alameda County Building and Construction Trades Council. Each representative shall designate an alternate who shall serve in his or her absence for any purpose contemplated by this Agreement. The Joint Administrative Committee shall meet regularly to review the implementation of the Agreement and the progress of the Projects including, but not limited to, compliance with Article 8, prevailing wage, safety, craft workforce levels and construction progress. The JAC may contact the Contractor and/or their subcontractors in writing to request their presence at a JAC meeting to describe good faith efforts throughout the Project or at the end of a project.

CWA Administration:

*Department of Health, Housing and
Community Services
2180 Milvia, 2nd floor
Berkeley, CA 94704
localhire@cityofberkeley.info*

BID BOND

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA
Hartford, Connecticut 06183

KNOWN ALL BY THESE PRESENTS, That we, Bay Cities Paving & Grading, Inc., as Principal, and Travelers Casualty and Surety Company of America, as Surety, are held and firmly bound unto City of Berkeley, as Obligee, in the sum of Ten Percent (10%) of the Total Amount of the Bid Dollars (\$-----) for the payment of which we bind ourselves, and our successors and assigns, jointly and severally, as provided herein.

WHEREAS, Principal has submitted or is about to submit a bid to the Obligee on a contract for FY 2026 STREET MAINTENANCE AND REHABILITATION PROJECT, SPECIFICATION NO. 26-11763-C ("Project").

NOW, THEREFORE, the condition of this bond is that if Obligee accepts Principal's bid, and Principal enters into a contract with Obligee in conformance with the terms of the bid and provides such bond or bonds as may be specified in the bidding or contract documents, then this obligation shall be void; otherwise Principal and Surety will pay to Obligee the difference between the amount of Principal's bid and the amount for which Obligee shall in good faith contract with another person or entity to perform the work covered by Principal's bid, but in no event shall Surety's and Principal's liability exceed the penal sum of this bond.

Signed this 24th day of March, 2026.

Bay Cities Paving & Grading, Inc.

(Principal)

By: _____

Daniel Rodriguez *Vice President*

Travelers Casualty and Surety Company of America

By: _____

Kathleen West
Kathleen West, Attorney-in-Fact

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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 Contra Costa)

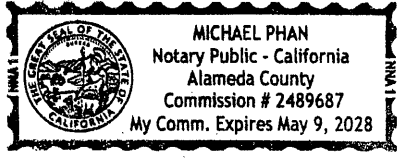
On March 30, 2026 before me, Michael Phan, Notary Public,
Date Here Insert Name and Title of the Officer

personally appeared Daniel Rodriguez
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 [Signature]
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: _____

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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 Contra Costa)

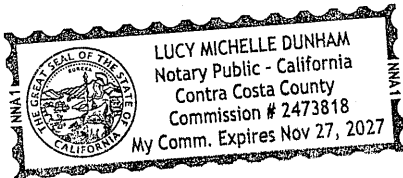
On MAR 24 2026 before me, Lucy Michelle Dunham, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Kathleen West
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 [Handwritten Signature]
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: _____~~



**Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company**

POWER OF ATTORNEY

Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and the Companies do hereby make, constitute and appoint **Kathleen West** of **SAN FRANCISCO**, **California**, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **16th** day of **February, 2024**.



State of Connecticut

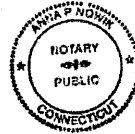
By: 
Bryce Grissom, Senior Vice President

City of Hartford ss.

On this the **16th** day of **February, 2024**, before me personally appeared **Bryce Grissom**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June, 2026**




Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

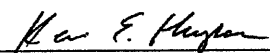
FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

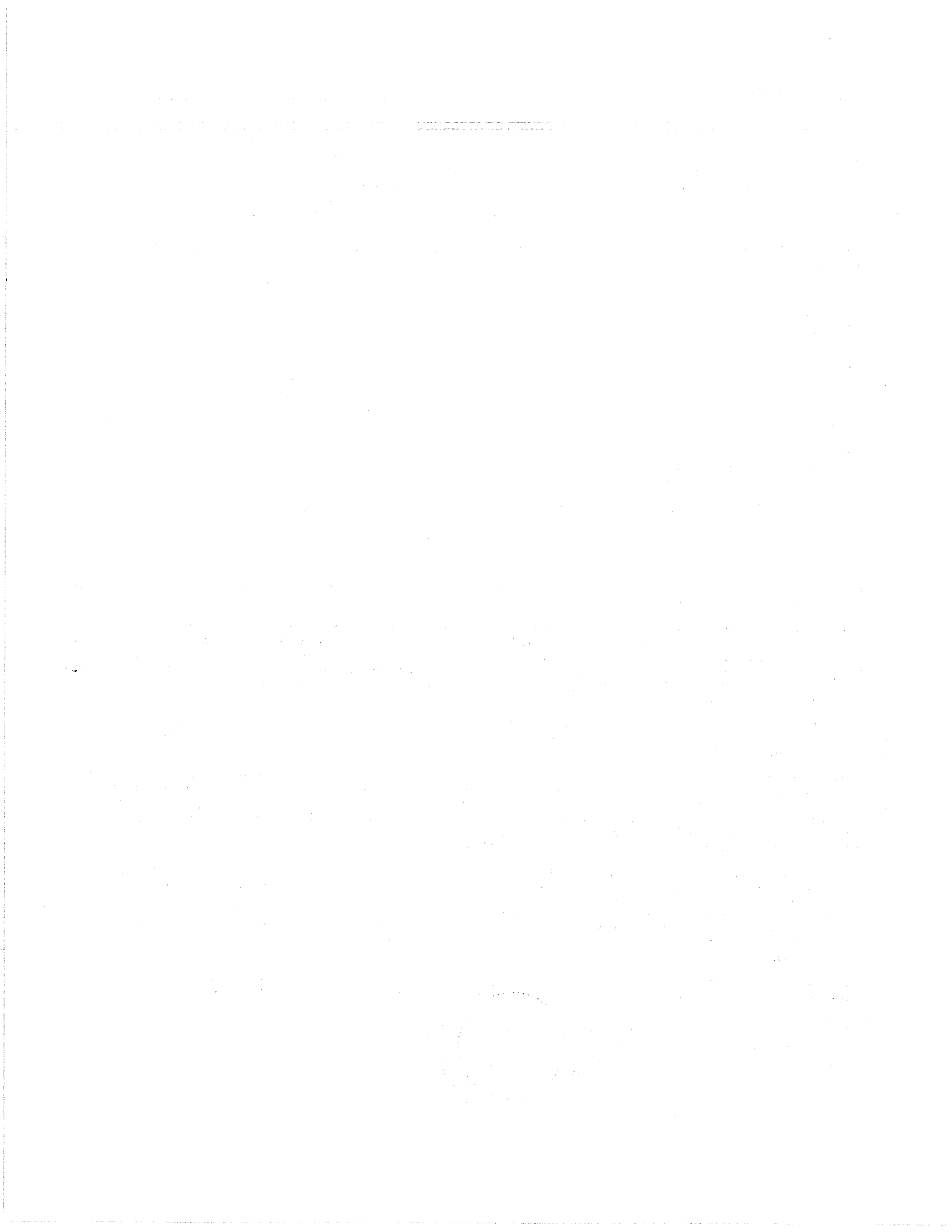
I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

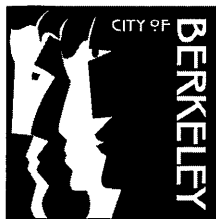
Dated this **24th** day of **March**, **2026**




Kevin E. Hughes, Assistant Secretary

**To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.**





Department of Public Works
Engineering Division

March 20, 2026

CITY OF BERKELEY
FY 2026 STREET MAINTENANANCE AND REHABILITATION PROJECT
SPECIFICATION NO. 26-11763-C
ADDENDUM NO. 1

Dear Bidder:

The following clarifications are hereby made to the subject documents:

Questions and Responses:

1. Is Caltrans Section 9-1.07 "Payment Adjustments for Price Index Fluctuations" applies to this project?

Response: Yes. Section 1 of the Special Provisions incorporates the Caltrans 2018 Standard Specifications. Section 9-1.07, "Payment Adjustments for Price Index Fluctuations," is not excluded by the Special Provisions or any part of the project specifications and is therefore applicable to the project.

2. Please provide "Permeable AC Paving" Specifications for Bid Item #169

Response: Specifications for Bid Item No. 169 are performance-based. The contractor or subcontractor performing the permeable AC paving work shall have a minimum of two years of documented experience with similar installations. Prior to beginning work, the contractor shall submit proposed materials, mix design, and installation procedures for review and approval by the Engineer. In the event a qualified subcontractor cannot be identified through reasonable efforts, the City will work with the contractor to establish acceptable procedures that meet the City's performance expectations.

3. Please provide the list of the Qualified Contractors to perform the "Permeable AC Paving" work.

Response: The City does not maintain a list of qualified contractors. Bidders are responsible for identifying a qualified subcontractor that meets the experience requirement described in the response to Question 2 above.

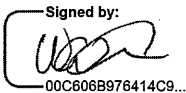
4. Is the City's responsible for removing Homeless Property (Personal Items) currently on Lower Codornices Pathway prior to Construction?

FY 2026 Street Maintenance and Rehabilitation Project, Specification No. 26-11763-C
Addendum No. 1
March 20, 2026

Response: The City will coordinate advance notification and site clearance prior to the start of construction on the Lower Codornices Pathway. The City expects the site to be fully accessible to the contractor prior to the start of any work. Any efforts needed to address encampments adjacent to the pathway will be coordinated and managed by the City.

The Bid Opening time and date remains at 2:00 p.m., Thursday, April 02, 2026. All other provisions of the contract documents shall remain the same. **Bidders shall submit a signed acknowledgment of Addendum No. 1 along with their Bidder's Proposal. Failure to do so may result in bid rejection.**

Sincerely,

Signed by: 
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3/20/2026

Wahid Amiri
Interim Director of Public Works/Acting City Engineer

BIDDER'S ACKNOWLEDGEMENT:

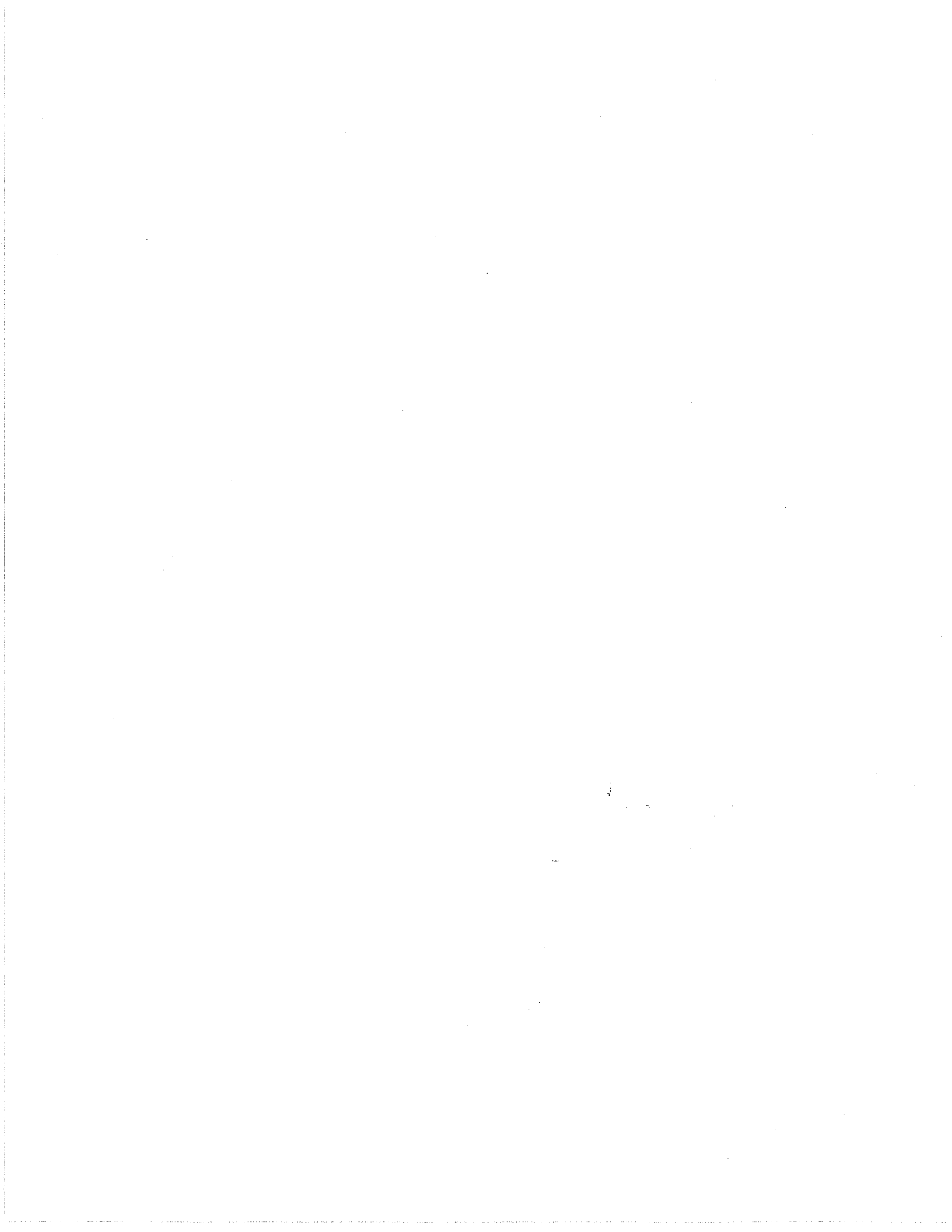
FY 2026 Street Maintenance and Rehabilitation Project

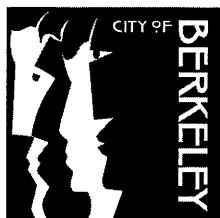
Name of Company: Bay Cities Paving & Grading, Inc.

Address, City, State, Zip: 1450 Civic Ctr Bldg. B Suite 400, Concord, CA 94520

Signature:  Title: Vice President

Print Name: Daniel Rodriguez Date: 4/2/2026





Department of Public Works
Engineering Division

March 26, 2026

CITY OF BERKELEY
FY 2026 STREET MAINTENANANCE AND REHABILITATION PROJECT
SPECIFICATION NO. 26-11763-C
ADDENDUM NO. 2

Dear Bidder:

The following clarifications are hereby made to the subject documents:

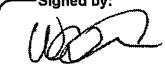
Questions and Responses:

1. Do you have a breakdown by street for Digouts/Grinding/AC available for FY 2026?

Response: See Attachment 1 of Addendum for the quantity breakdown of HMA and milling items by street.

The Bid Opening time and date remains at 2:00 p.m., Thursday, April 02, 2026. All other provisions of the contract documents shall remain the same. **Bidders shall submit a signed acknowledgment of Addendum No. 2 along with their Bidder's Proposal. Failure to do so may result in bid rejection.**

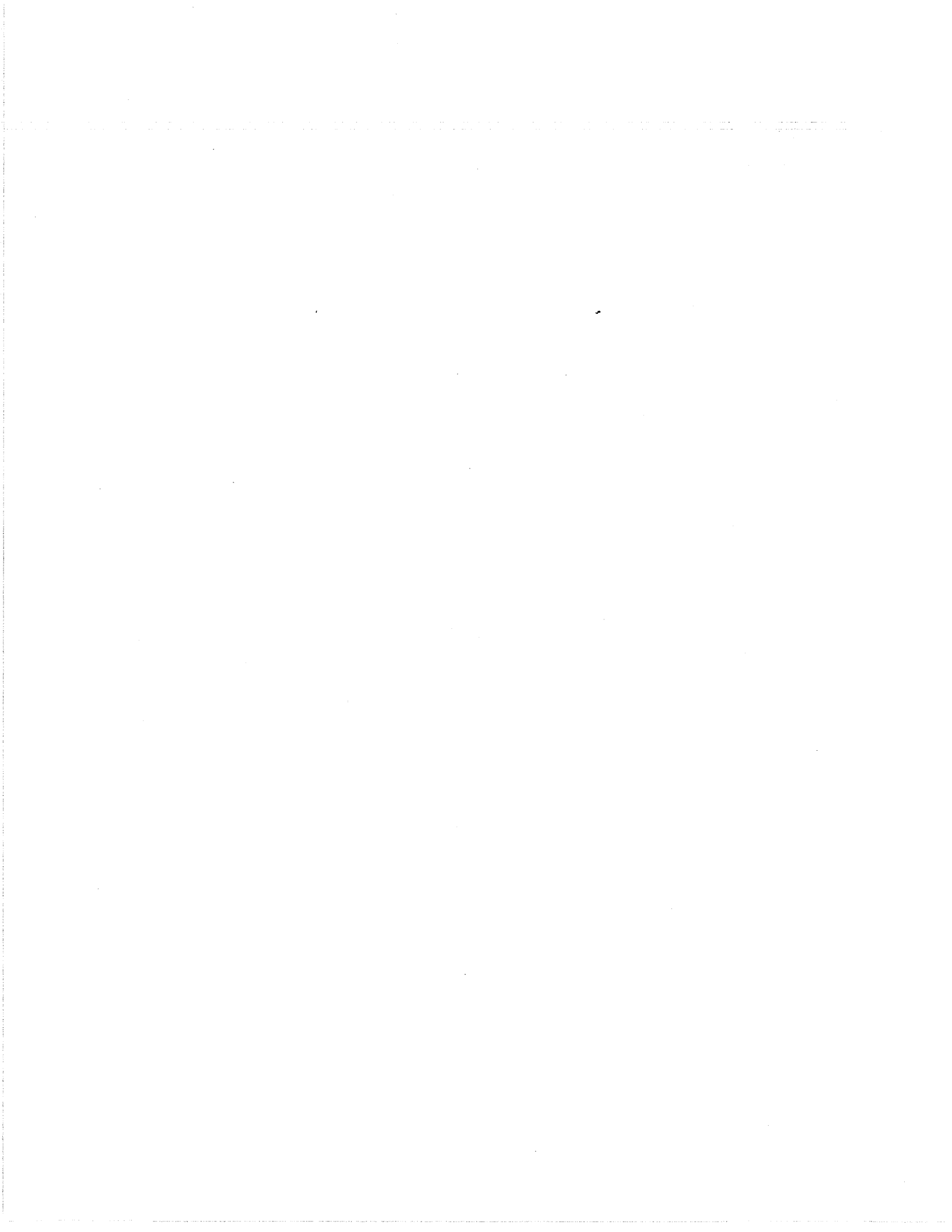
Sincerely,

Signed by:

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3/26/2026

Wahid Amiri

Interim Director of Public Works/Acting City Engineer



FY 2026 Street Maintenance and Rehabilitation Project, Specification No. 26-11763-C
Addendum No. 2
March 26, 2026

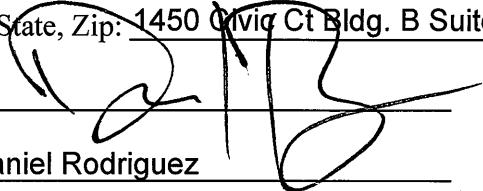
BIDDER'S ACKNOWLEDGEMENT:

FY 2026 Street Maintenance and Rehabilitation Project

Name of Company: Bay Cities Paving & Grading, Inc.

Address, City, State, Zip: 1450 Civic Ct Bldg. B Suite 400, Concord, CA 94520

Signature: _____



Title: Vice President

Print Name: Daniel Rodriguez

Date: 4/2/2026

