

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
 (continued)

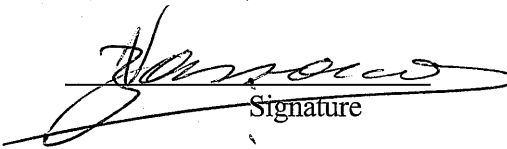
SPECIFICATION NO. 26-11763-C

Name of Subcontractor and address:	Subcontractor License No.	Type of Work	\$ Amount
<i>see attached</i>			

Contractor's California License Number: 141140

License Expiration Date: 8/31/2027

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


Ziad Nassoura, General Manager
Signature Title



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
Spenco Construction, Inc. P.O. Box 1220, Danville, CA 94526	820205	Minor Concrete	\$ 701,865 747,515 ^(ZN)
		& WOOD RETAINING WALL	
Tennyson Electric LLC ^(ZN) 7275 National Drive, Suite A-2 Livermore, CA 94550	717998 ^(ZN)	Electrical ^(ZN)	\$ 69,605 ^(ZN)

Contractor's California License Number: 141140

License Expiration Date: 8/31/2027

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

**** Please see first sublisting page for signature ****

Signature

Title

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
JCC Inc. P.O. Box 6481, Concord, CA 94524	981209	Adjust Iron	\$ 771,375
Farwest Safety, Inc. (ZN) 226 N. Main Street, Lodi, CA 95240	(ZN) 523187	Construction Area Sign	(ZN) \$ 80,000
SCHOTKA CONSTRUCTION, INC 1554 GREEN ISLAND ROAD AMERICAN CANYON, CA 94503	723,309		55,000

Contractor's California License Number: 141140

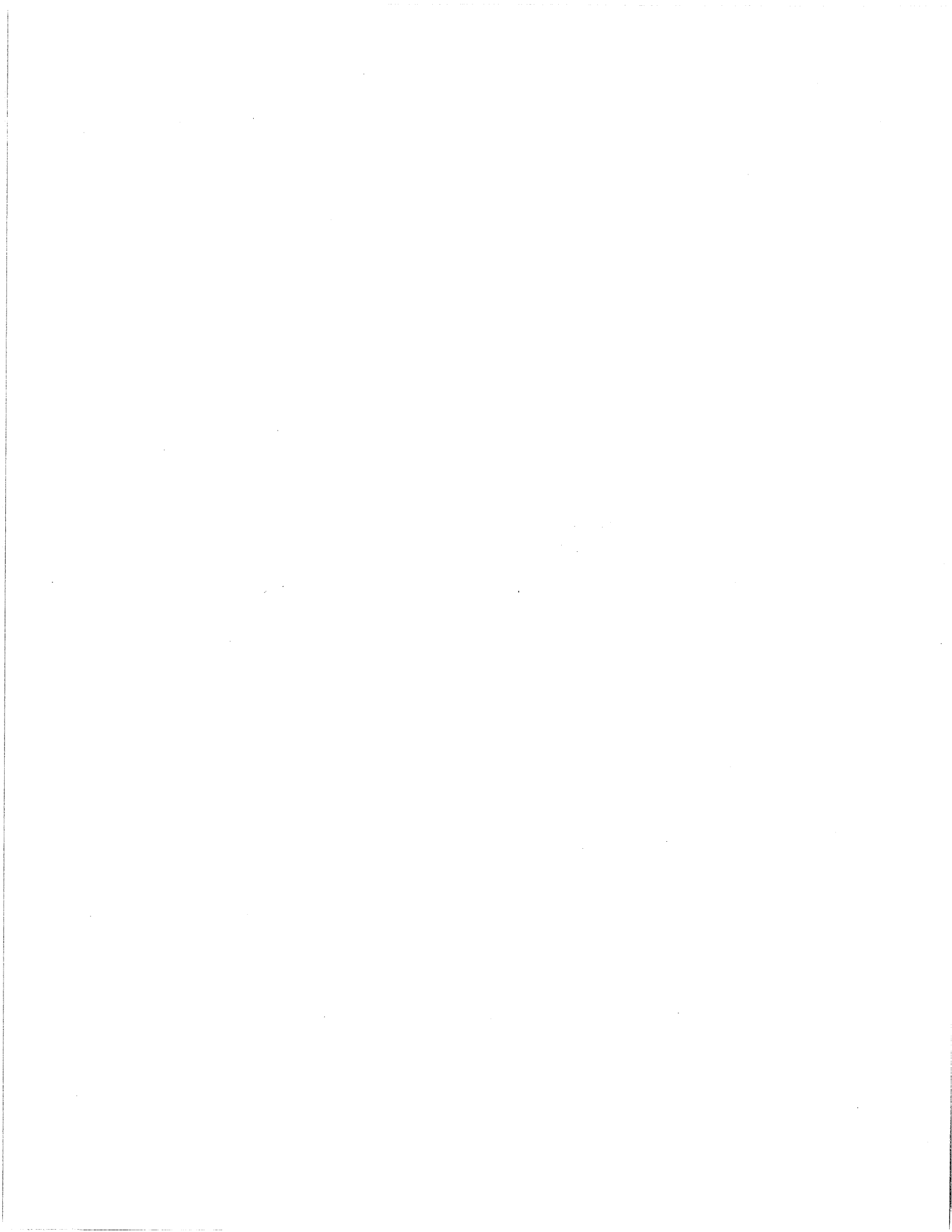
License Expiration Date: 8/31/2027

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

**** Please see first sublisting page for signature ****

Signature

Title



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
Chrisp Company 43650 Osgood Road, Fremont, CA 94539	374600	Roadside Signs	\$ 49,390
Chrisp Company 43650 Osgood Road, Fremont, CA 94539	374600	Striping	\$ 1,077,164

Contractor's California License Number: 141140

License Expiration Date: 8/31/2027

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

**** Please see first sublisting page for signature ****

Signature

Title



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
Graham Contractors Inc. PO Box 26770, San Jose, CA 95159	315789	Microsurfacing Slurry Seal + CRACK SEAL	\$ 227,969 263,967 263,969 ^(2N)

Contractor's California License Number: 141140

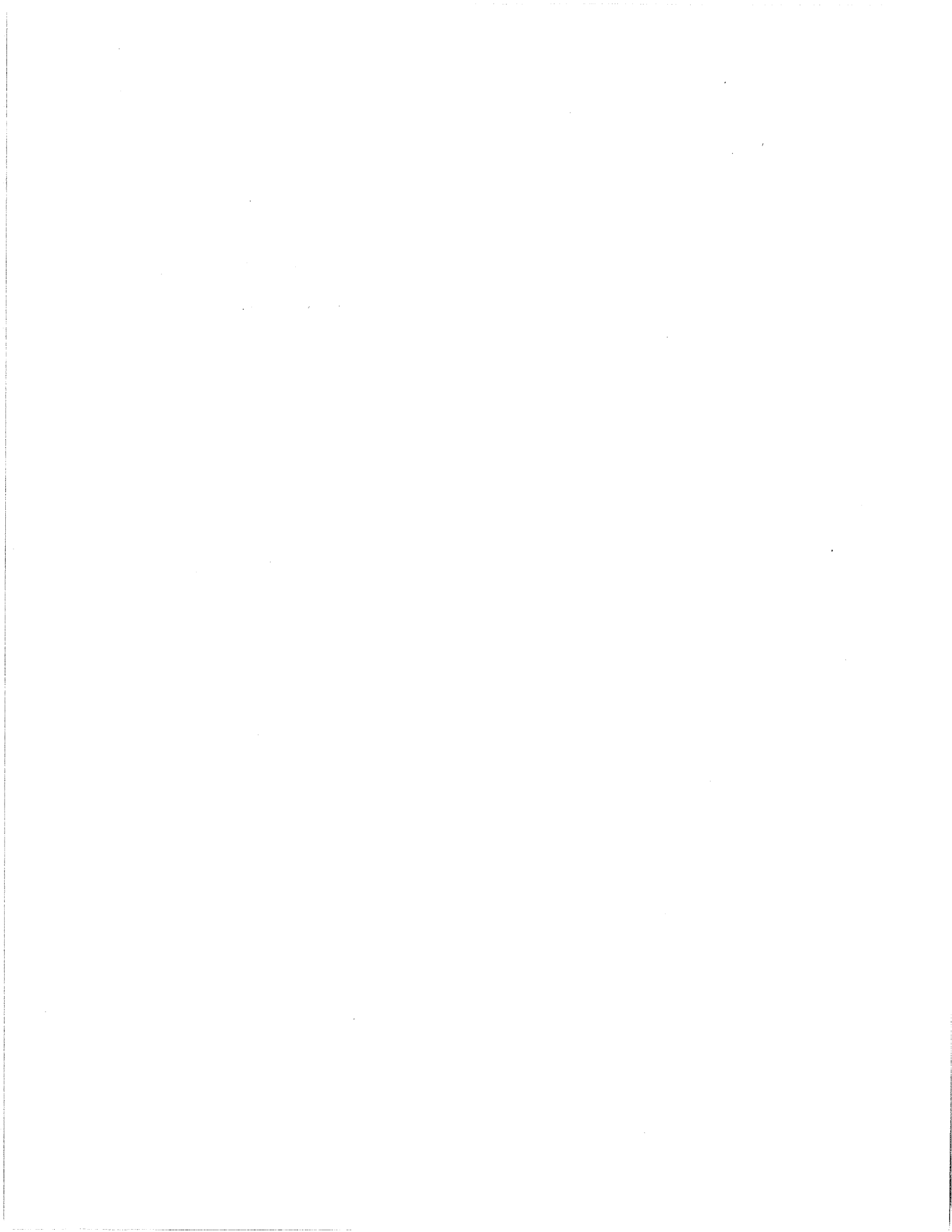
License Expiration Date: 8/31/2027

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

**** Please see first sublisting page for signature ****

Signature

Title



FY 2026 STREET MAINTENANCE AND REHABILITATION PROJECT
 BIDDER'S PROPOSAL

SPECIFICATION NO. 26-11763-C

(continued)

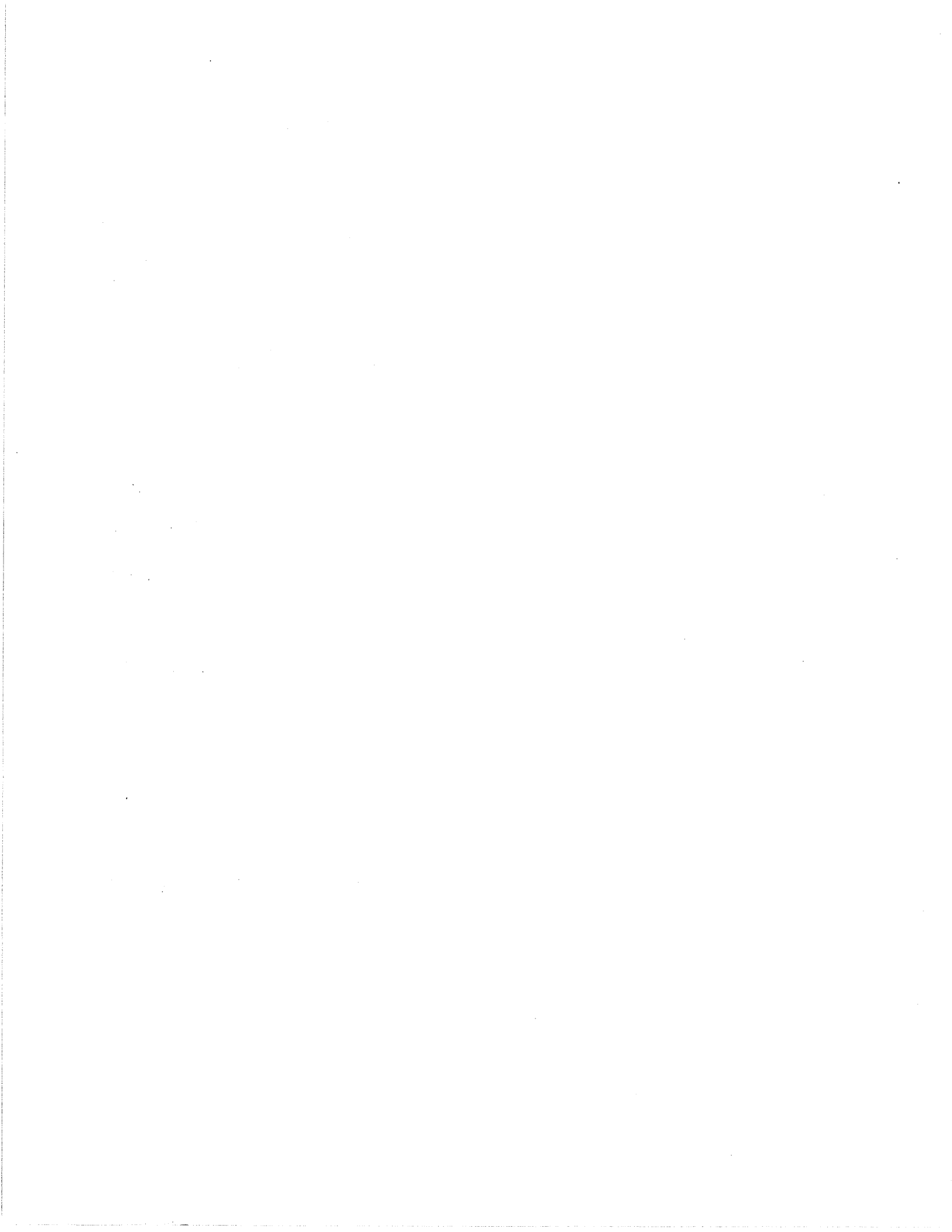
<u>Item No.</u>	<u>Description *</u>	<u>Estimated Quantity</u>	<u>Unit</u>	<u>Unit Cost</u>	<u>Total Cost</u>
1	Mobilization	1	LS	10000.2N 1075000-	1075000-
2	Traffic Control	1	LS	698934-	698934-
3	Construction Area Signs (Revocable)	200	EA	400-	8000-
4	Changeable Message Boards (Revocable)	42	EA	1000-	42000-
5	Construction Staking	1	LS	5000-	5000-
6	Monument Preservation	1	LS	75000-	75000-
7	Water Pollution Control Program	1	LS	30000-	30000-
8	Potholing (Revocable)	1	LS	40000-	40000-
9	Clearing, Grubbing, Tree Protection & Root Pruning	1	LS	75000-	75000-
10	Tree Removal 12-inch to 24" Diameter (Revocable)	7	EA	1300-	9100-
11	Tree Removal 25-inch to 36" Diameter (Revocable)	4	EA	2900-	11600-
12	Tree Removal 37-inch to 48" Diameter (Revocable)	4	EA	4500-	18000-
13	Crack Seal & Microsurfacing (Type II w/Black Rock)	171,719	SF	0 ⁶⁰	103631 ⁶⁰
14	Crack Seal & Slurry Seal (Type II w/Black Rock)	438,724	SF	0 ⁴⁰	175489 ⁶⁰
15	3/8-inch HMA (Type A) PG 64-10	1,680	TN	150-	252000
16	1/2-inch HMA (Type A) PG 64-10	10,435	TN	135-	1408725-
17	Miscellaneous Paving at Driveway (Revocable)	6,250	SF	4-	25000-
18	1/2" RHMA-G	7,867	TN	170-	1337590-
19	Remove Speed Table	2	EA	250-	500-
20	Construct Speed Cushion	13	EA	4000-	52000-



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	30 -	1080 -
22	Remove and Replace HMA Dike	250	LF	30 -	7500 -
23	Install Shoulder Backing	211	LF	20 -	4220 -
24	Place Skin Patch	3	SF	500 -	1500 -
25	Remove & Replace 4-inch HMA	75,972	SF	5 -	379860 -
26	Remove & Replace 5-inch HMA	7,778	SF	7 -	54446 -
27	Remove & Replace 6-inch HMA	84,369	SF	8 -	674952 -
28	Remove & Replace 8-inch HMA	40,705	SF	10 -	407050 -
29	Remove & Replace 10-inch HMA	43,974	SF	12 -	527688 -
30	6-inch Deep Lift Stabilization (Revocable)	12,640	SF	8 -	101120 -
31	Keycut A1	26,201	LF	3 -	78603 -
32	Keycut B1	1,567	LF	10 -	15670 -
33	Cold Plane 1-inch	24,600	SF	0 ²⁰	4920 -
34	Cold Plane 2-inch	200,617	SF	0 ⁵⁰	100308 ⁵⁰
35	Cold Plane 2-1/4-inch	101,562	SF	0 ⁵⁰	50781 -
36	Cold Plane 2-1/2-inch	272,846	SF	0 ⁷⁵	204634 ⁵⁰
37	Cold Plane 3-1/2-inch	69,200	SF	0 ⁸⁰	55360 -
38	Cold Plane 4-inch	15,220	SF	1 -	15220 -
39	Cold Plane 5-inch	67,104	SF	1 ⁵⁰	100656 -
40	Cold Plane 7-inch	15,220	SF	2 -	30440 -



(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	400-	800-
42	Remove AC Fill from Gutter Pan	1	EA	4000-	4000-
43	Remove & Replace PCC Sidewalk	742	SF	25-	18550-
44	Remove & Replace PCC Sidewalk (Revocable)	2,000	SF	40-	80000-
45	Remove PCC Sidewalk, Backfill w/Top Soil & Mulch	30	SF	15-	450-
46	Remove & Replace PCC Curb (6-inch)	581	LF	50-	29050-
47	Remove & Replace PCC Curb & Gutter (1- foot Gutter)	62	LF	125-	7750-
48	Remove & Replace PCC Curb & Gutter (2- foot Gutter)	746	LF	135-	100710-
49	Remove & Replace PCC Curb & Gutter (2- foot Gutter) (Revocable)	600	LF	135-	81000-
50	Remove & Replace PCC Driveway (Residential)	98	SF	35-	3430-
51	Remove & Replace PCC Raised Island	12	SF	70-	840-
52	Remove Island Passageway & Construct PCC Median Island	192	SF	70-	13440-
53	Remove & Replace PCC Swale	27	LF	135-	3645-
54	Construct Traffic Circle	3	EA	35000-	105000-
55	Construct Bulb-Out at Tree	3	EA	5000-	15000-
56	Wood Retaining Wall (12 Inches)	673	LF	50-	33650-
57	Wood Retaining Wall (24 Inches)	200	LF	60-	12000-
58	Relocate Roadside Sign	9	EA	200-	1800-
59	Relocate Post w/ Ped Push Button	1	EA	9000-	9000-
60	Install R1-6 Sign	4	EA	420-	1680-



(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	400-	1600-
62	Install W16-7P Sign	4	EA	120-	480-
63	Remove Cross Drain Cover (Revocable)	1	EA	1500-	1500-
64	Install Cross Drain Cover (Revocable)	1	EA	1500-	1500-
65	Install Cross Drain Pipe Under Sidewalk (Revocable)	100	LF	75-	7500-
66	Install Cross Drain Pipe Under Street (Revocable)	200	LF	450-	90000-
67	Construct Cross Drain (Revocable)	20	EA	2500-	50000-
68	Reconstruct Top of Curb Inlet	1	EA	2500-	2500-
69	Reconstruct Curb Drain	2	EA	2500-	5000-
70	Reconstruct Top of Catch Basin	1	EA	2500-	2500-
71	Remove and Replace Catch Basin	1	EA	7500-	7500-
72	Install Edge Drain	1	LS	40000-	40000-
73	Install G-5 Frame & Cover Furnished By EBMUD	119	EA	100	11900-
74	Replace Water Valve Frame & Cover	2	EA	500-	1000-
75	Replace Survey Monument Frame & Cover	1	EA	500-	500-
76	Remove & Replace HMA Around Utility Cover	1	EA	500-	500-
77	Lower Gas Valve Cover (Revocable)	39	EA	250-	9750-
78	Lower Loop Detector Handhole Cover	8	EA	250-	2000-
79	Lower Maintenance Hole Cover	188	EA	350-	65800-
80	Lower Sewer Cleanout Cover	1	EA	350-	350-



(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 -	11 750 -
82	Lower Water Valve Cover (Revocable)	208	EA	250 -	52 000 -
83	Adjust Electrical Box Cover to Finish Grade	8	EA	250 - 250 -	2000 -
84	Adjust Gas Valve Cover to Finish Grade (Revocable)	53	EA	250 -	13 250 -
85	Adjust Loop Detector Handhole Cover to Finish Grade	8	EA	250 -	2000 -
86	Adjust Junction Box to Finish Grade (Revocable)	30	EA	1700 -	51000 -
87	Adjust Maintenance Hole Cover to Finish Grade	191	EA	950 -	181 950 -
88	Adjust Sewer Cleanout Cover to Finish Grade	3	EA	950 -	2 850 -
89	Adjust Survey Monument Cover to Finish Grade	54	EA	700 -	37 800 -
90	Adjust Water Valve Cover to Finish Grade (Revocable)	243	EA	700 -	170 100 -
91	Monument Replacement	37	EA	2100 -	77 700 -
92	Install Blue RPM at Fire Hydrant	88	EA	20 -	1 760 -
93	Install Yellow RPMs at Median	34	EA	20 -	680 -
94	4-inch White Line (Thermo)	2,458	LF	2 ⁵⁰ -	6 145 -
95	4-inch Yellow Line (Thermo)	50	LF	2 ⁵⁰ -	125 -
96	6-inch White Line (Thermo)	202	LF	4 -	408 -
97	6-inch Yellow Line (Thermo)	27	LF	4 -	108 -
98	8-inch White Line (Thermo)	1,503	LF	5 -	7 515 -
99	8-inch Yellow Line (Thermo)	671	LF	5 -	3 355 -
100	12-inch White Crosswalk/Limit Line (Thermo)	10,163	LF	8 -	81 304 -



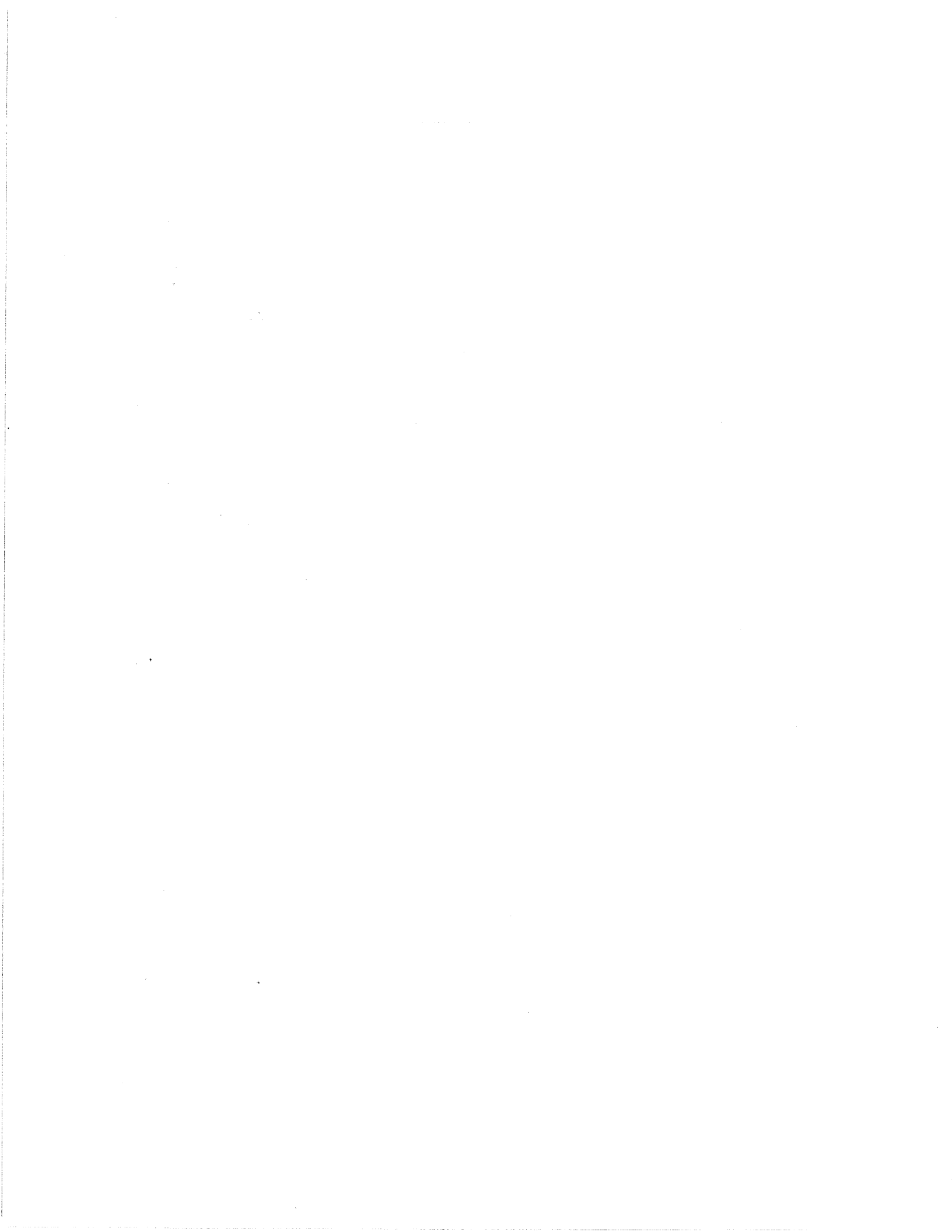
FY 2026 STREET MAINTENANCE AND REHABILITATION PROJECT
 BIDDER'S PROPOSAL

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>
101	12-inch Yellow Crosswalk Line (Thermo)	2,444	LF	8 ⁻	19552 ⁻
102	24-inch White Crosswalk Line (Thermo)	9,152	LF	16 ⁻	146492 146432 ⁻
103	24-inch Yellow Crosswalk Line (Thermo)	972	LF	18 ⁻	17496 ⁻
104	White Yield Line (Thermo)	336	EA	24 ⁻	8064 ⁻
105	Striping Detail #2 (Thermo & Markers)	2,548	LF	150	3822 ⁻
106	Striping Detail #9 (Thermo & Markers)	14,646	LF	150	21969 ⁻
107	Striping Detail #22 (Thermo & Markers)	22,553	LF	3 ⁻	67659 ⁻
108	Striping Detail #22 Modified (Thermo & Markers)	1,511	LF	3 ⁻	4533 ⁻
109	Striping Detail #25 Modified (Thermo & Markers)	1,951	LF	1 ⁻	1951 ⁻
110	Striping Detail #27B (Thermo)	15,043	LF	1 ⁻	15043 ⁻
111	Striping Detail #29 (Thermo)	2,413	LF	6 ⁻	14478 ⁻
112	Striping Detail #32 (Thermo & Makers)	2,599	LF	6 ⁻	15594 ⁻
113	Striping Detail #38 (Thermo & Makers)	3,899	LF	2 ⁻	7798 ⁻
114	Striping Detail #39 (Thermo)	20,753	LF	1 ⁻	20753 ⁻
115	Striping Detail #39A (Thermo)	1,954	LF	1 ⁻	1954 ⁻
116	Striping Detail #40 (Thermo)	411	LF	1 ⁻	411 ⁻
117	Striping Detail #41 (Thermo)	156	LF	1 ⁻	156 ⁻
118	Pavement Marking "25" Legend (Thermo)	51	EA	140 ⁻	7140 ⁻
119	Pavement Marking "AHEAD" Legend (Thermo)	3	EA	250 ⁻	750 ⁻
120	Pavement Marking "BIKE" Legend (Thermo)	4	EA	115 ⁻	460 ⁻

2N

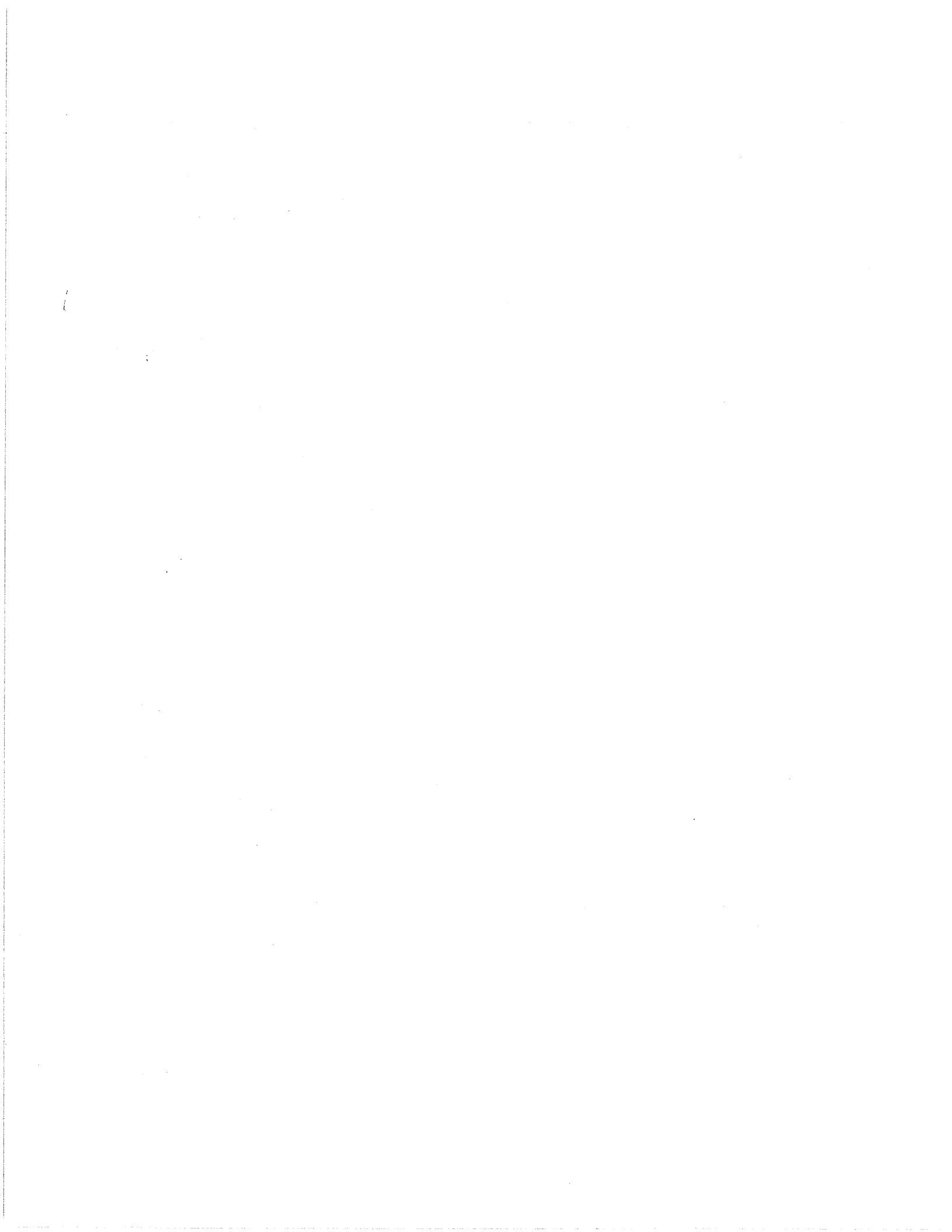


FY 2026 STREET MAINTENANCE AND REHABILITATION PROJECT
 BIDDER'S PROPOSAL

SPECIFICATION NO. 26-11763-C

(continued)

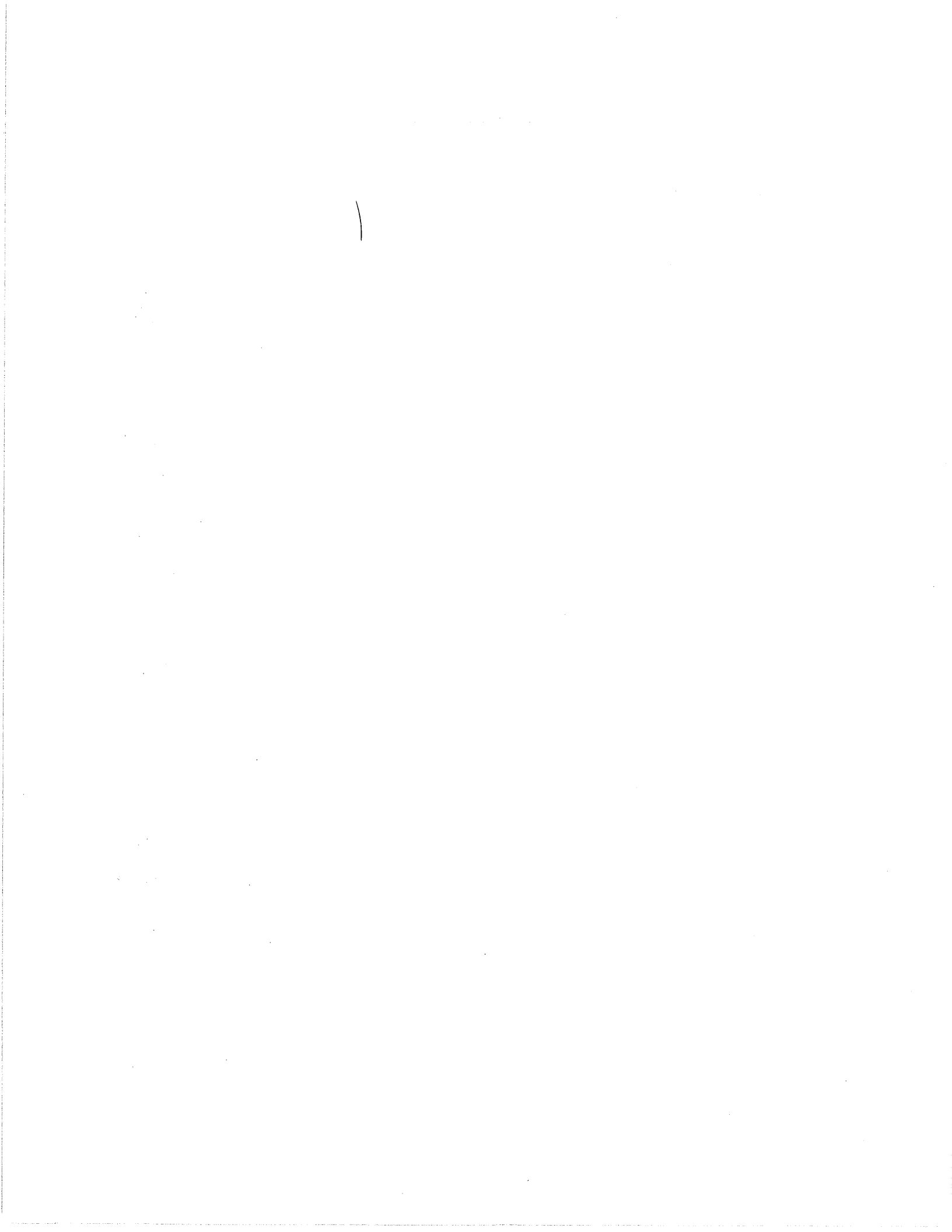
<u>Item No.</u>	<u>Description *</u>	<u>Estimated Quantity</u>	<u>Unit</u>	<u>Unit Cost</u>	<u>Total Cost</u>
121	Pavement Marking "BLVD" Legend (Thermo)	10	EA	2N 121-116 110-	1100 -
122	Pavement Marking "CLEAR" Legend (Thermo)	13	EA	210 -	2730 -
123	Pavement Marking "CHEVRON" Legend (Thermo)	2	EA	175 -	350 -
124	Pavement Marking "KEEP" Legend (Thermo)	13	EA	190 -	2470 -
125	Pavement Marking "DO" Legend (Thermo)	1	EA	115 -	115 -
126	Pavement Marking "ENTER" Legend (Thermo)	1	EA	175 -	175 -
127	Pavement Marking "LANE" Legend (Thermo)	4	EA	185 -	740 -
128	Pavement Marking "NOT" Legend (Thermo)	1	EA	115 -	115 -
129	Pavement Marking "NP" No Parking Legend (Thermo)	2	EA	90 -	180 -
130	Pavement Marking "ONLY" Legend (Thermo)	4	EA	175 -	700 -
131	Pavement Marking "PED" Legend (Thermo)	10	EA	125 -	1250 -
132	Pavement Marking "SCHOOL" Legend (Thermo)	2	EA	290 -	580 -
133	Pavement Marking "SLOW" Legend (Thermo)	4	EA	185 -	740 -
134	Pavement Marking "STOP" Legend (Thermo)	104	EA	175 -	18200 -
135	Pavement Marking "XING" Legend (Thermo)	12	EA	180 -	2160 -
136	Pavement Marking "YIELD" Legend (Thermo)	1	EA	180 -	180 -
137	Pavement Marking "Type I (10'-0") Arrow" (Thermo)	3	EA	110 -	330 -
138	Pavement Marking "Type I (18'-0") Arrow" (Thermo)	8	EA	200 -	1600 -
139	Pavement Marking "Type I (24'-0") Arrow" (Thermo)	5	EA	250 -	1250 -
140	Pavement Marking "Type II (L or R) Arrow" (Thermo)	12	EA	350 -	4200 -



(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	330-	20130-
142	Pavement Marking "Type IV (L or R) Arrow" (Thermo)	44	EA	120-	5280-
143	Pavement Marking "Type VI (L or R) Arrow" (Thermo)	1	EA	350-	350- 350-
144	Pavement Marking "Bike Lane Arrow" (Thermo)	51	EA	40-	2040-
145	Pavement Marking "Bicycle Boulevard Bike Lane Arrow" (Thermo)	10	EA	60-	600-
146	Pavement Marking "Bike Lane Symbol w/ Person" (Thermo)	47	EA	80-	3760-
147	Pavement Marking "Bicycle Boulevard Bike Lane Symbol w/ Person" (Thermo)	10	EA	220-	2200-
148	Pavement Marking "Shared Roadway Bicycle Marking" (Thermo)	102	EA	100-	10200-
149	Pavement Marking "L" Parking Stall Symbol (Thermo)	34	EA	40-	1360-
150	Pavement Marking "T" Parking Stall Symbol (Thermo)	53	EA	40-	2120-
151	Pavement Marking "Rail Crossing Symbol" Legend (Thermo)	1	EA	570-	570-
152	Pavement Marking "Bicycle Loop Detector Symbol" (Thermo)	2	EA	30-	60-
153	Remove and Replace Cross Bike Marking	18	EA	170-	3060-
154	Red Curb Paint	81	LF	8-	648-
155	Blue Curb Paint	18	LF	8-	144-
156	Green Pavement	3,476	SF	14-	48664-
157	Remove and Replace White Delineator	58	EA	120-	6960-
158	Remove and Replace Yellow Delineator	24	EA	120-	2880-
159	Install Yellow Delineator	12	EA	100-	1200-
160	Remove and Replace Tuff Curb	24	EA	430-	10320-

ZN



(continued)

<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-	21 840-
162	Install Hardened Centerline	120	LF	150-	18 000-
163	Remove In-Road Crosswalk Warning Light Can	1	EA	1000-	1000-
164	Remove & Replace Rubber Parking Bumper	1	EA	450-	450-
165	Remove & Replace Detector Loop	21	EA	600-	12 600-
166	Salvage Planter	10	EA	500-	5000-
167	Install Salvaged Planter	10	EA	500-	5000-
168	UPRR Permit and Requirements	1	LS	12000-	12000-
169	Remove & Replace Permeable Pavement and Base System	1	LS	100 000-	100 000-

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

TOTAL COST OF BID IN WORDS AND FIGURES: Ten Million
seven hundred and seventy thousand seven hundred seventy Dollars and
zero Cents/(\$ 10 770 770-).

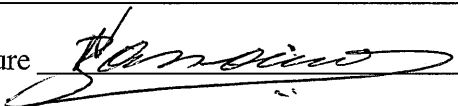
Note:

* 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.

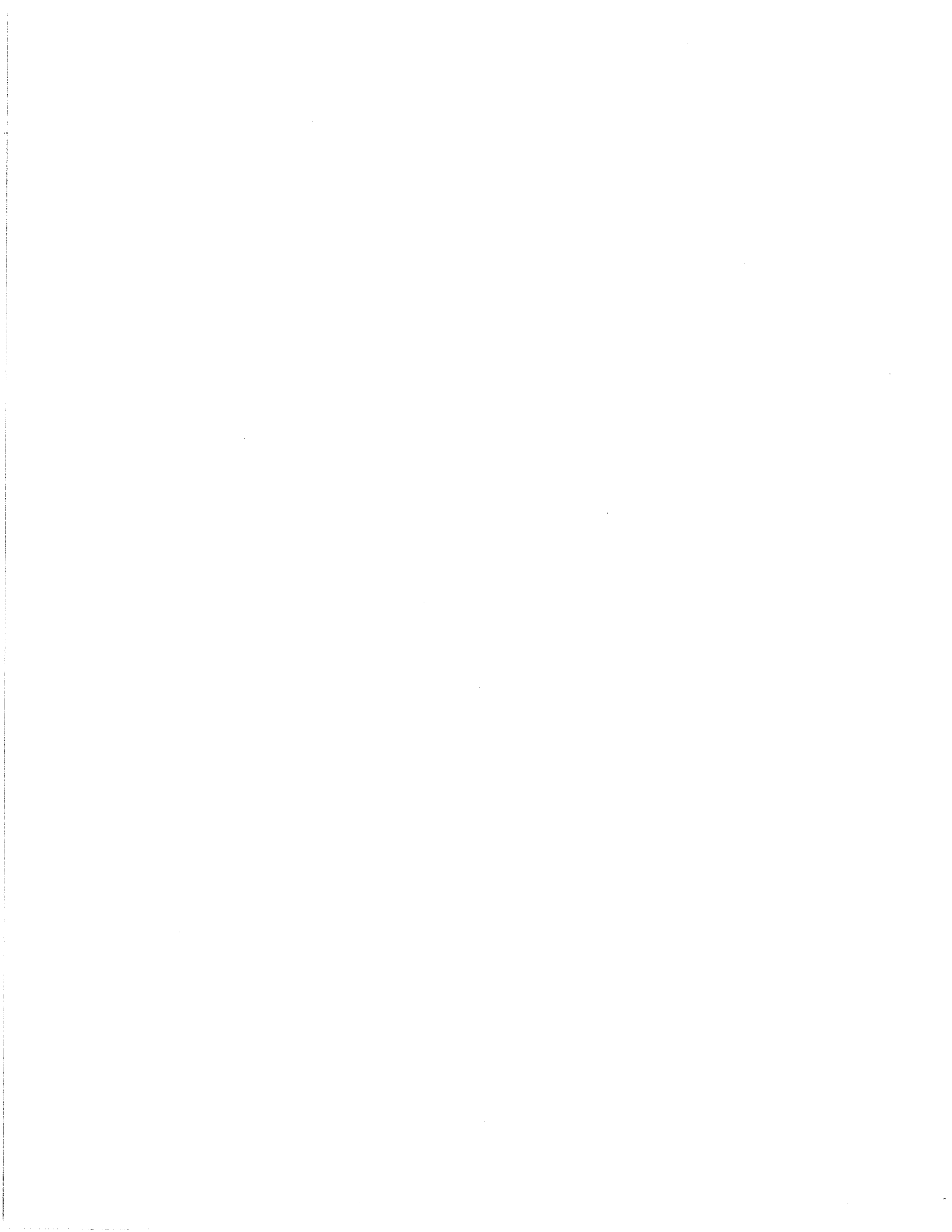
Company Gallagher & Burk, Inc. Address 344 High Street
Name Ziad Nassoura Oakland, CA 94601
Signature  Phone (510) 261-0466
Title General Manager Date 4/2/2026
Taxpayer I.D. No. 94-1249084 Corporation Yes No

(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



**WRITTEN CONSENT OF
THE BOARD OF DIRECTORS
OF
OLIVER DE SILVA, INC.**

The undersigned, being all of the directors of OLIVER DE SILVA, INC. (the "*Corporation*") and acting pursuant to Section 307(b) of the General Corporation Law of the State of California, hereby adopt and approve the resolutions set forth below, which shall have the same force and effect as if adopted or approved at a duly called, noticed and held meeting of the Corporation's Board of Directors.

**REVIEW OF BUSINESS;
ELECTION OF OFFICERS**

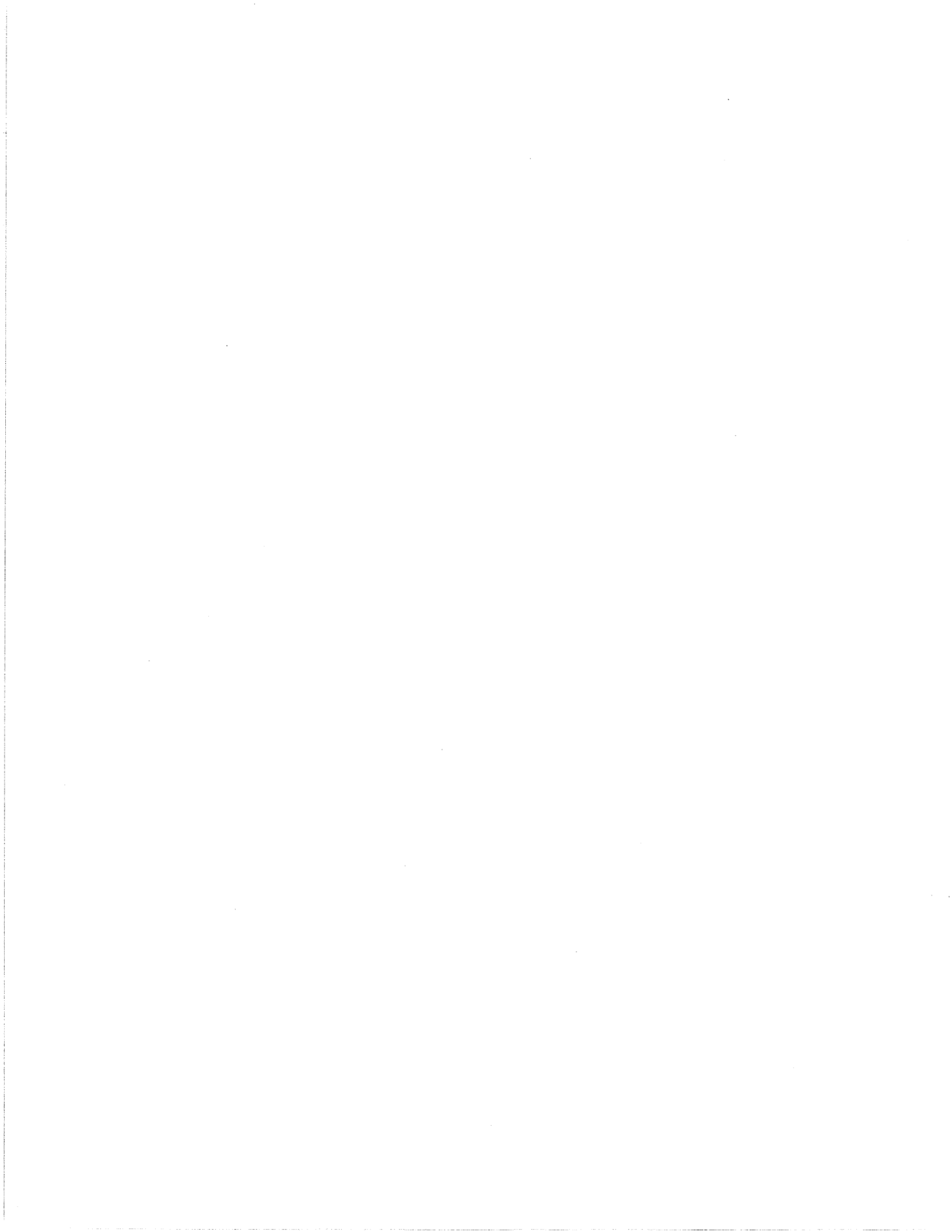
WHEREAS, the directors have reviewed the business conducted by the Corporation over the past year.

NOW, THEREFORE, BE IT RESOLVED that all actions taken by the officers of the Corporation on its behalf since May 4, 2023 are hereby ratified and approved, effective as of the date of each such action.

RESOLVED, FURTHER, that the following persons are hereby reelected to serve as officers of the Corporation until the next annual board meeting or until their successors are duly elected and qualified:

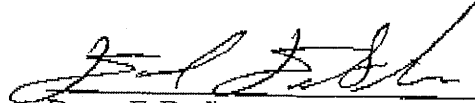
Name	Office
Edwin O. De Silva	Chairman
David E. De Silva	President and Chief Executive Officer
James B. Summers	Executive Vice President
Christopher J. Hallum	Vice President and Chief Financial Officer
Robert McCarrick	Secretary
Ziad Nassoura	General Manager

This Written Consent may be signed in counterparts, which together shall constitute a single instrument.



IN WITNESS WHEREOF, the undersigned have executed this Written Consent this ____ day
of 4-22 - , 2024.


EDWIN O. DE SILVA


DAVID E. DE SILVA


KATHRYN A. DE SILVA



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:

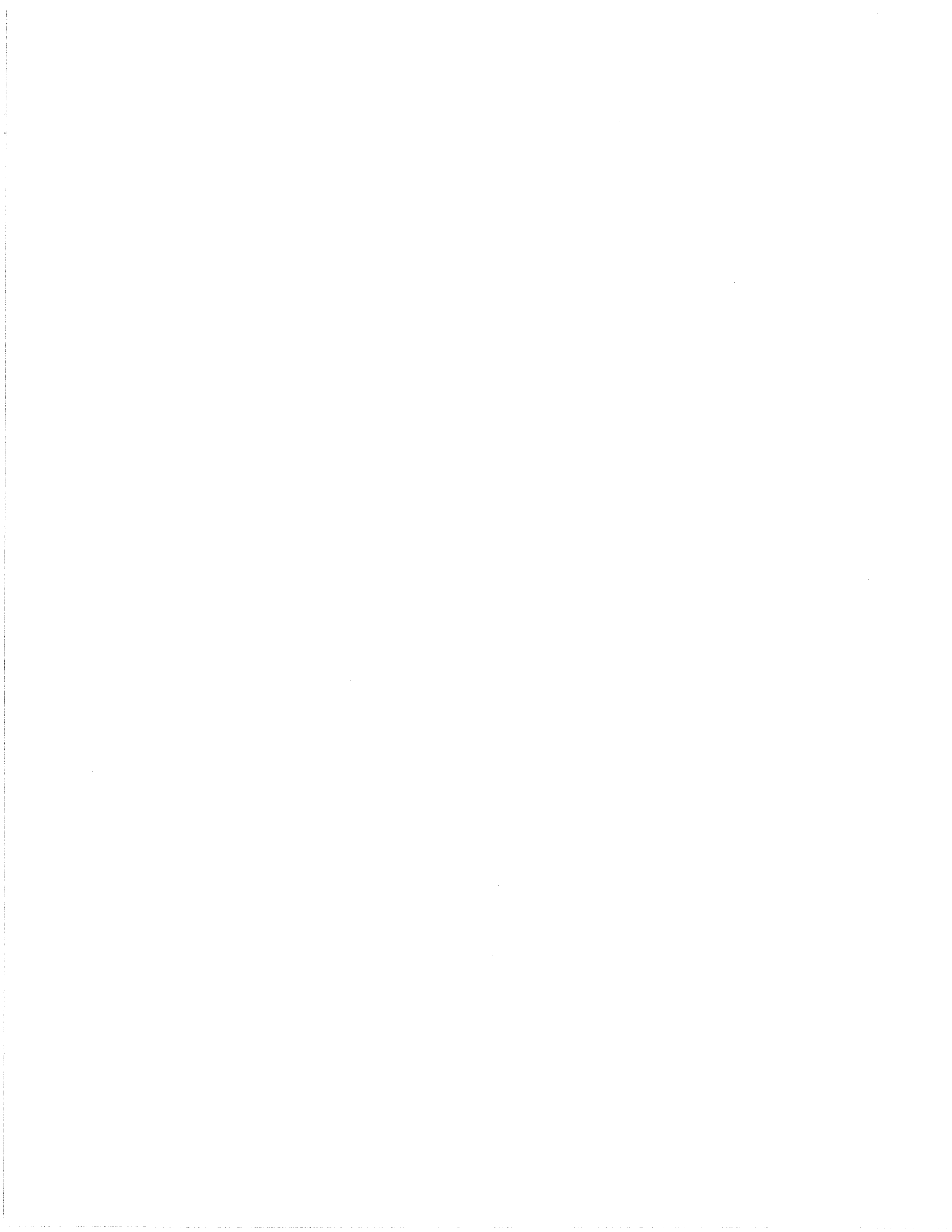
- Community Workforce Agreement– Agreements to be Bound and Hiring Plans
- City of Berkeley Business License
- Work Schedule
- Worker's Compensation Insurance - Statutory Amount
- Liability Insurance - \$2,000,000
- Performance Bond - 100% (executed on enclosed Performance Bond form)
- Labor and Material 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 141140 for a period of 72 years.

The Bidder's three most recently completed contracts are:

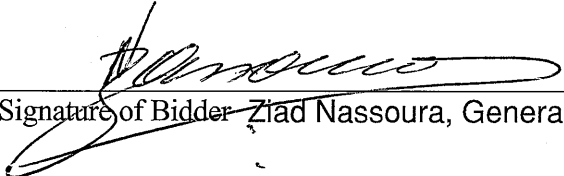
	I	II	III
Title of Project	Modify Signal & Lighting Systems, RHMA, HMA & replace AC Surfacing	On-Call Citywide Pavement Rehab	7th Street/Middle Harbor Rd/Maritime Street Pavement Improvements
Owner	Caltrans	City of Oakland	Port of Oakland
Address	Alameda, CA	Oakland, CA	Oakland, CA
Telephone No.	(510) 867-4471	(510) 238-3471	(510) 267-1549
Engineer in Charge	Richard McMasters	Wie Xie	Dennis Ho
Date Accepted	Jan. 2025	Dec. 2023	Sept. 2023

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

Name of Bank Wells Fargo Address 555 12th St.
Oakland, CA 94607

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

Company Travelers Casualty and Address c/o Alliant Insurance Services
Surety Company of America Company of America
333 Earl Ovington Blvd., Ste 700
Uniondale, NY 11553


 Signature of Bidder Ziad Nassoura, General Manager



TAXPAYER IDENTIFICATION REPORT

COMPANY NAME

Gallagher & Burk, Inc.

MAILING ADDRESS

344 High St.

Oakland, CA 94601

SOCIAL SECURITY NUMBER: _____

OR

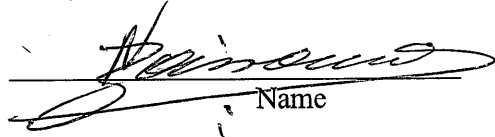
EMPLOYER IDENTIFICATION NUMBER:

94-1249084

My Company is a Corporation

My Company is not a Corporation

I certify that the above information is true and correct:

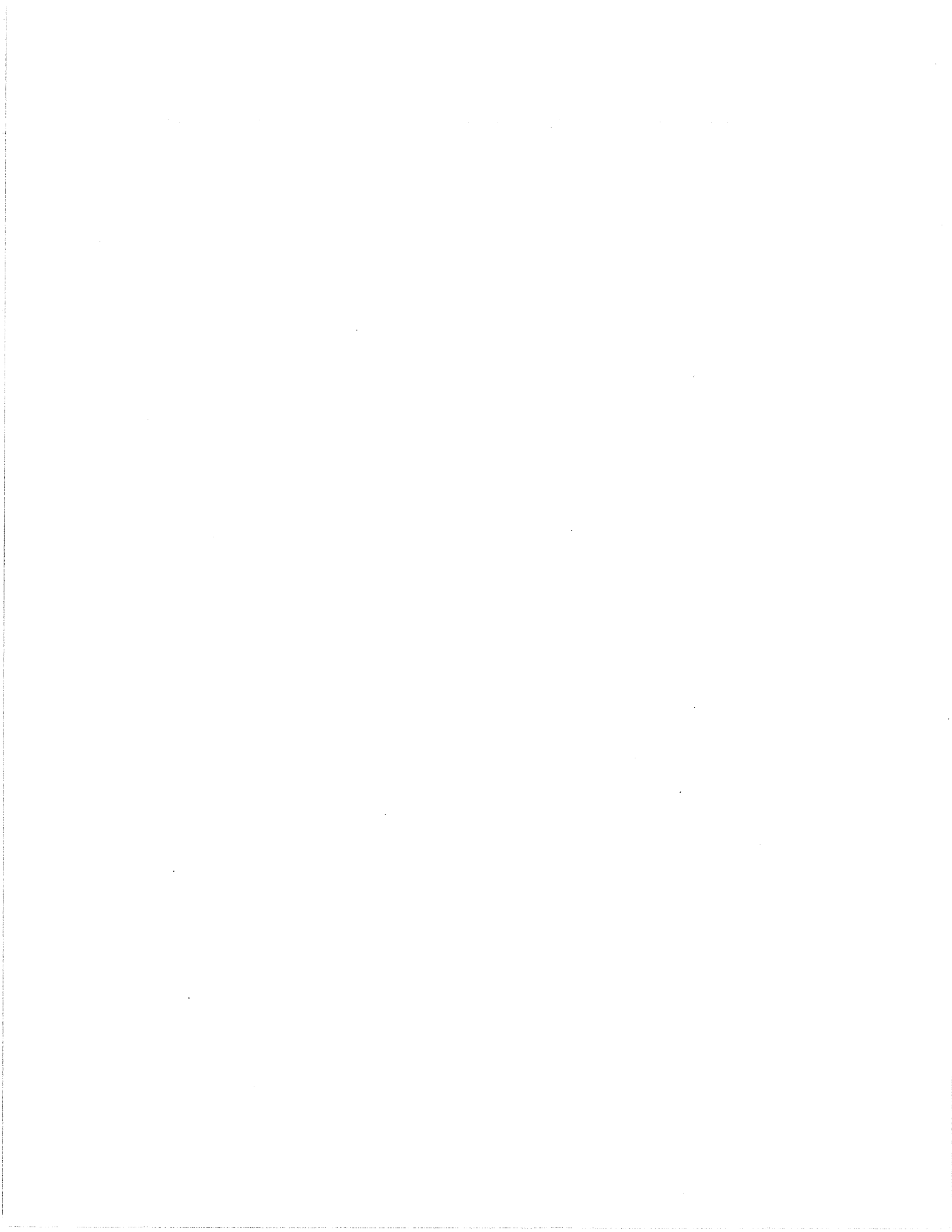

Name

Ziad Nassoura, General Manager

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
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.

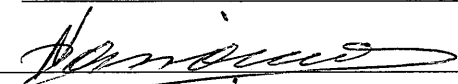
"Nuclear weapon" is any device, the intended explosion of which results from the energy released by reactions involving atomic nuclei, either fission or fusion or both. This definition of nuclear weapons includes the means of transporting, guiding, propelling or triggering the weapon if and only if such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

PrintedName: Ziad Nassoura Title: General Manager

Signature:  Date: 4/2/2026

Business Entity: Gallagher & Burk, Inc.

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



CITY OF BERKELEY

OPPRESSIVE STATES COMPLIANCE STATEMENT FOR PERSONAL SERVICES

The undersigned, an authorized agent of Gallagher & Burk, 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: Ziad Nassoura

Title: General Manager

Signature: 

Date: 4/2/2026

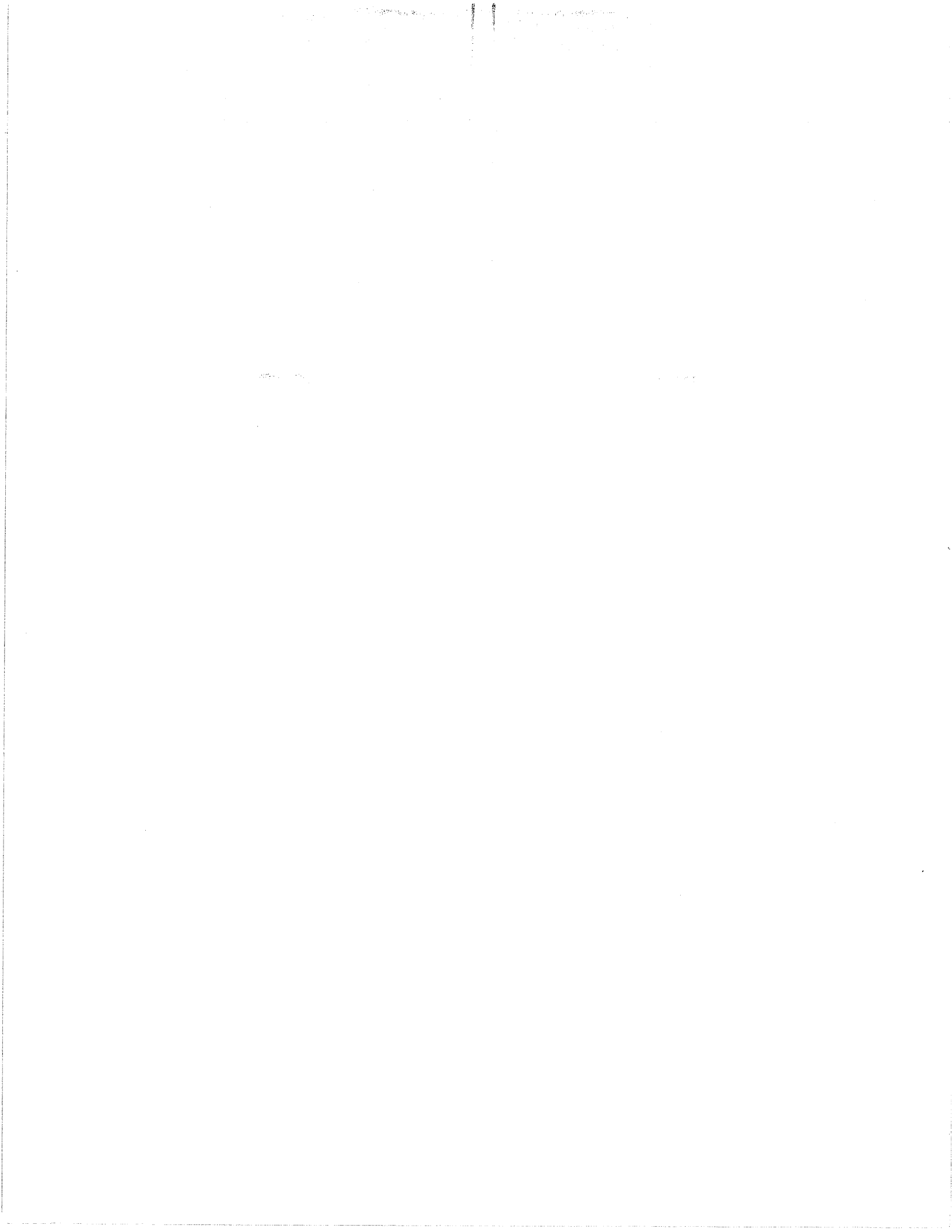
Business Entity: Gallagher & Burk, Inc.

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**



OCCUPATIONAL CATEGORIES

Officials and Administrators: Occupations in which employees set broad policies, exercise overall responsibility for execution of these policies, or provide specialized consultation on a regional, district or area basis. Includes: department heads, bureau chiefs, division chiefs, directors, deputy superintendents, unit supervisors and kindred workers.

Professionals: Occupations which require specialized and theoretical knowledge which is usually acquired through college training or through work experience and other training which provides comparable knowledge. Includes: personnel and labor relations workers, social workers, doctors, psychologists, registered nurses, economists, dietitians, lawyers, systems analysts, accountants, engineers, employment and vocational rehabilitation counselors, teachers or instructors, and kindred workers.

Technicians: Occupations which require a combination of basic scientific or technical knowledge and manual skill which can be obtained through specialized post-secondary school education or through equivalent on-the-job training. Includes computer programmers and operators, technical illustrators, highway technicians, technicians (medical, dental, electronic, physical sciences) and kindred workers.

Protective Service Workers: Occupations in which workers are entrusted with public safety, security and protection from destructive forces. Includes: Police officers, fire fighters, guards, sheriffs, bailiffs, correctional officers, detectives, marshals, harbor patrol officers and kindred workers.

Paraprofessionals: Occupations in which workers perform some of the duties of a professional or technician in a supportive role, which usually requires less formal training and/or experience normally required for professional or technical status. Such positions may fall within an identified pattern of a staff development and promotion under a "New Careers" concept. Includes: library assistants, research assistants, medical aides, child support workers, police auxiliary, welfare service aides, recreation assistants, homemaker aides, home health aides, and kindred workers.

Office and Clerical: Occupations in which workers are responsible for internal and external communication, recording and retrieval of data and/or information and other paperwork required in an office. Includes: bookkeepers, messengers, office machine operators, clerk-typists, stenographers, court transcribers, hearings reporters, statistical clerks, dispatchers, license distributors, payroll clerks, and kindred workers.

Skilled Craft Workers: Occupations in which workers perform jobs which require special manual skill and a thorough and comprehensive knowledge of the processes involved in the work which is acquired through on-the-job training and experience or through apprenticeship or other formal training programs. Includes: mechanics and repairpersons, electricians, heavy equipment operators, stationary engineers, skilled machining occupations, carpenters, compositors and typesetters, and kindred workers.

Service/Maintenance: Occupations in which workers perform duties which result in or contribute to the comfort, convenience, hygiene or safety of the general public or which contribute to the upkeep and care of buildings, facilities or grounds of public property. Workers in this group may operate machinery. Includes: chauffeurs, laundry and dry cleaning operatives, truck drivers, bus drivers, garage laborers, custodial personnel, gardeners and groundskeepers, refuse collectors, and construction laborers.



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.

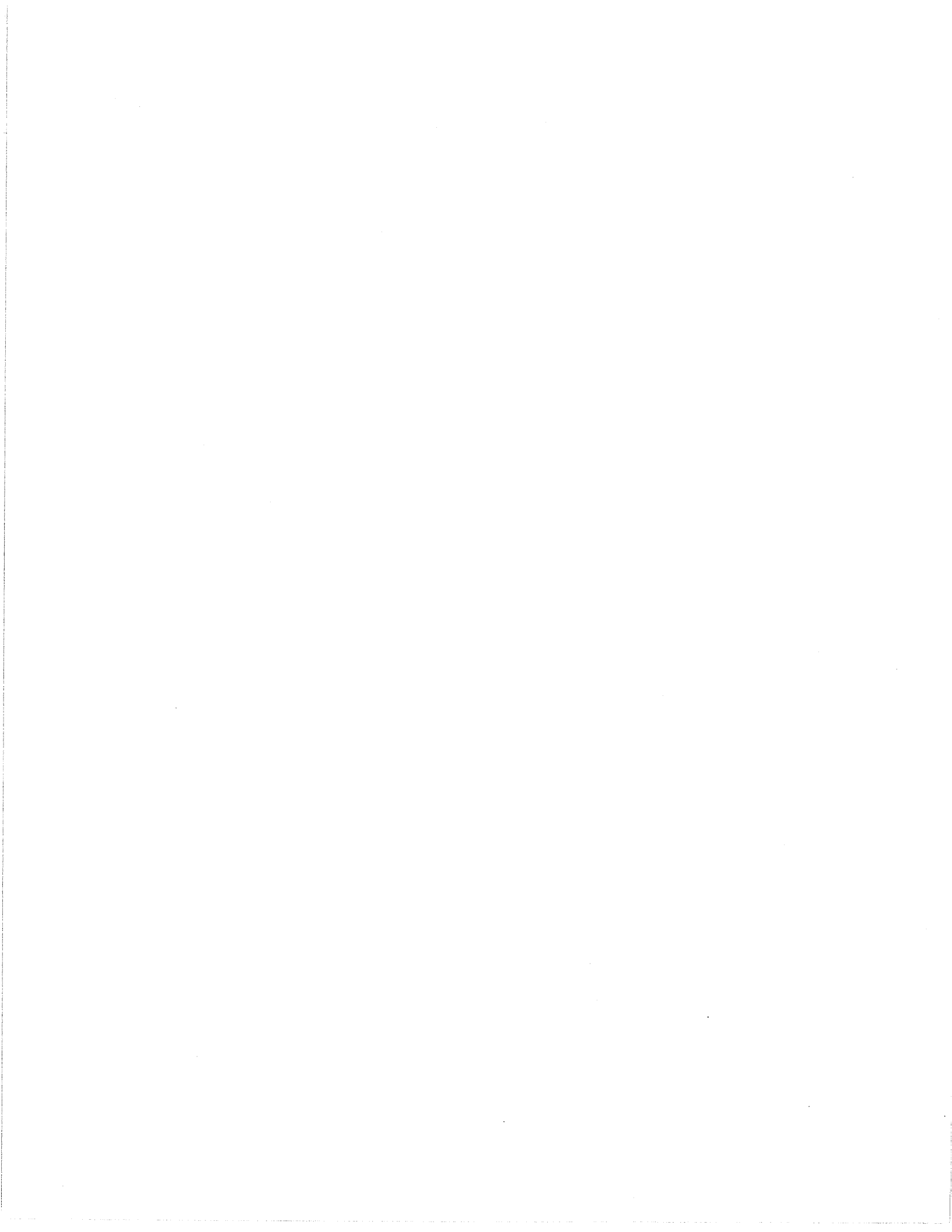
By my signature below, I acknowledge that the Contractor understands that to the extent it is subject to the provisions of B.M.C. Chapter 13.29, the Contractor shall comply with this provision.

Printed Name: Ziad Nassoura Title: General Manager

Signature:  Date: 4/2/2026

Business Entity: Gallagher & Burk, 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 Gallagher & Burk, 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.

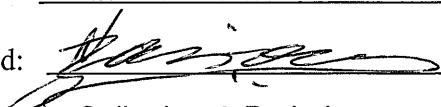
- b. "Extreme Vetting" means data mining, threat modeling, predictive risk analysis, or other similar services." Extreme Vetting does not include:
 - i. The City's computer-network health and performance tools;
 - ii. Cybersecurity capabilities, technologies and systems used by the City of Berkeley Department 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 Oakland, California.

Printed Name: Ziad Nassoura Title: General Manager
 Signed:  Date: 4/2/2026
 Business Entity: Gallagher & Burk, Inc.

Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Gallagher & Burk, Inc.
344 High Street
Oakland, CA 94601

OWNER:

(Name, legal status and address)

City of Berkeley
1947 Center Street, 4th Floor
Berkeley, CA 94704

SURETY:

(Name, legal status and principal place of business)

Travelers Casualty and Surety Company of America

One Tower Square
Hartford, CT 06183
Mailing Address for Notices
One Tower Square
Hartford, CT 06183

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

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

BOND AMOUNT: 10% Ten Percent of Amount Bid

PROJECT:

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

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

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

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

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

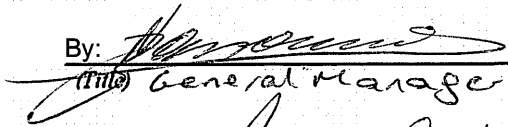
Signed and sealed this 18th day of March, 2026.



(Witness)

Gallagher & Burk, Inc.

(Principal) (Seal)

By: 

(Title) General Manager

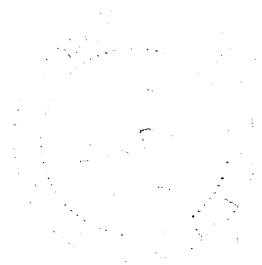
Travelers Casualty and Surety Company of America

(Surety) (Seal)

By: 

(Title) Susan Lupski, Attorney-in-Fact





CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

Civil Code § 1189

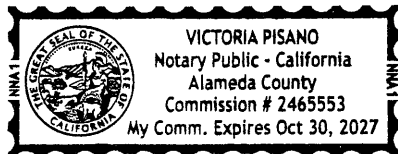
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy or validity of that document.

State of California)
) ss
County of Alameda)

On April 2, 2026, before me, Victoria Pisano, Notary Public, personally appeared Ziad Nassoura, 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.



(Seal)

Signature: Victoria Pisano
Victoria Pisano, Notary Public
(Print Name)

1. The first part of the document is a list of names and addresses of the members of the committee. The names are listed in alphabetical order, and the addresses are listed below each name. The list includes names such as Mr. J. B. Smith, Mr. W. H. Jones, and Mr. R. L. Brown.

2. The second part of the document is a list of the names of the members of the committee who have been elected to the office of Chairman and Vice-Chairman. The names are listed in alphabetical order, and the offices are listed below each name. The list includes names such as Mr. J. B. Smith, Mr. W. H. Jones, and Mr. R. L. Brown.

3. The third part of the document is a list of the names of the members of the committee who have been elected to the office of Secretary and Treasurer. The names are listed in alphabetical order, and the offices are listed below each name. The list includes names such as Mr. J. B. Smith, Mr. W. H. Jones, and Mr. R. L. Brown.

4. The fourth part of the document is a list of the names of the members of the committee who have been elected to the office of Member at Large. The names are listed in alphabetical order, and the office is listed below each name. The list includes names such as Mr. J. B. Smith, Mr. W. H. Jones, and Mr. R. L. Brown.



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

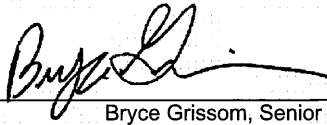
POWER OF ATTORNEY

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 **Susan Lupski** of **UNIONDALE**, **New York**, 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

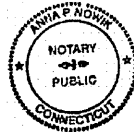
By: 
Bryce Grissom, Senior Vice President

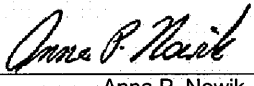
City of Hartford ss.

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

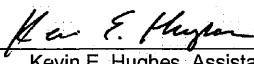
FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice 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.

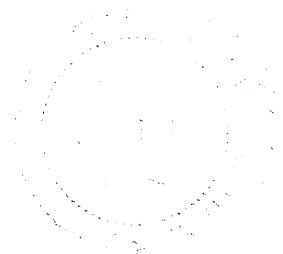
I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **18th** 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.**

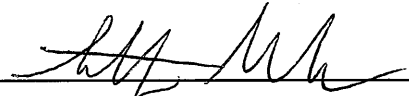


ACKNOWLEDGEMENT OF SURETY COMPANY

STATE OF NEW YORK

COUNTY OF NASSAU

On this March 18, 2026 before me personally came Susan Lupski to me known, who, being by me duly sworn, did depose and say; that he/she resides in Nassau County, State of New York, that he/she is the Attorney-In-Fact of the Travelers Casualty and Surety Company of America the corporation described in which executed the above instrument; that he/she knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by the Board of Directors of said corporation; and that he/she signed his/her name thereto by like order; and the affiant did further depose and say that the Superintendent of Insurance of the State of New York, has, pursuant to Section 1111 of the Insurance Law of the State of New York, issued to Travelers Casualty and Surety Company of America (Surety) his/her certificate of qualification evidencing the qualification of said Company and its sufficiency under any law of the State of New York as surety and guarantor, and the propriety of accepting and approving it as such; and that such Certificate has not been revoked.



Notary Public

Stefanie Weber
Notary Public, State of New York
Registration No. 01WE6432035
Qualified in Nassau County
Commission Expires April 25, 2030

Stefanie Webber
Notary Public, State of New York
Registration No. 0176843008
Qualified in Nassau County
Commission Expires April 23, 2030

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA

HARTFORD, CONNECTICUT 06183

FINANCIAL STATEMENT AS OF DECEMBER 31, 2024

CAPITAL STOCK \$ 6,480,000

ASSETS		LIABILITIES & SURPLUS	
BONDS	\$ 5,367,684,447	LOSSES	\$ 1,648,831,742
STOCKS	99,502,344	LOSS ADJUSTMENT EXPENSES	169,492,904
CASH AND INVESTED CASH	69,689,826	REINSURANCE PAYABLE ON PAID LOSSES & LOSS ADJ. EXPENSES	15,148,347
OTHER INVESTED ASSETS	9,969,793	COMMISSIONS	62,360,717
SECURITIES LENDING REINVESTED COLLATERAL ASSETS	30,993,966	OTHER EXPENSES	69,184,511
INVESTMENT INCOME DUE AND ACCRUED	45,630,862	TAXES, LICENSES AND FEES	16,311,579
PREMIUM BALANCES	346,017,428	CURRENT FEDERAL AND FOREIGN INCOME TAXES	7,102,552
REINSURANCE RECOVERABLE	62,034,928	UNEARNED PREMIUMS	1,647,964,685
NET DEFERRED TAX ASSET	78,278,940	ADVANCE PREMIUM	3,970,618
UNDISTRIBUTED PAYMENTS	15,607,795	POLICYHOLDER DIVIDENDS	26,972,587
GUARANTY FUNDS RECEIVABLE OR ON DEPOSIT	2,148,727	CEDED REINSURANCE NET PREMIUMS PAYABLE	57,879,540
OTHER ASSETS	1,100,106	AMOUNTS WITHHELD / RETAINED BY COMPANY FOR OTHERS	17,071,685
		REMITTANCES AND ITEMS NOT ALLOCATED	10,456,481
		PROVISION FOR REINSURANCE	8,746,887
		PAYABLE TO PARENTS, SUBSIDIARIES AND AFFILIATES	79,937,444
		PAYABLE FOR SECURITIES LENDING	30,993,966
		ESCHEAT LIABILITY	595,014
		OTHER ACCRUED EXPENSES AND LIABILITIES	4,726
		TOTAL LIABILITIES	\$ 3,873,025,985
		CAPITAL STOCK	\$ 6,480,000
		PAID IN SURPLUS	433,803,760
		OTHER SURPLUS	1,815,349,416
		TOTAL SURPLUS TO POLICYHOLDERS	\$ 2,255,633,176
TOTAL ASSETS	\$ 6,128,659,161	TOTAL LIABILITIES & SURPLUS	\$ 6,128,659,161

STATE OF CONNECTICUT)
 COUNTY OF HARTFORD) SS.
 CITY OF HARTFORD)



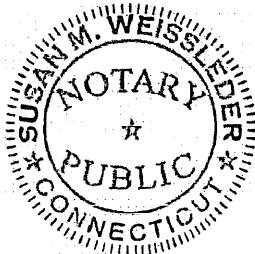
MICHAEL J. DOODY, BEING DULY SWORN, SAYS THAT HE IS VICE PRESIDENT - FINANCE, OF TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, AND THAT TO THE BEST OF HIS KNOWLEDGE AND BELIEF, THE FOREGOING IS A TRUE AND CORRECT STATEMENT OF THE FINANCIAL CONDITION OF SAID COMPANY AS OF THE 31ST DAY OF DECEMBER, 2024.

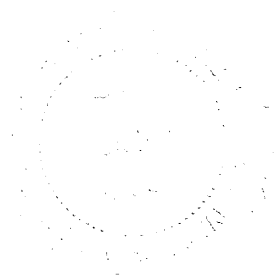
Michael J. Doody
 VICE PRESIDENT - FINANCE

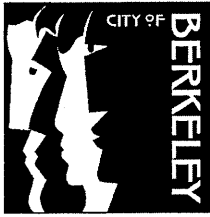
Susan M. Weissleder
 NOTARY PUBLIC

SUBSCRIBED AND SWORN TO BEFORE ME THIS
 15TH DAY OF MARCH, 2025

SUSAN M. WEISSLEDER
 Notary Public
 My Commission Expires November 30, 2027







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.

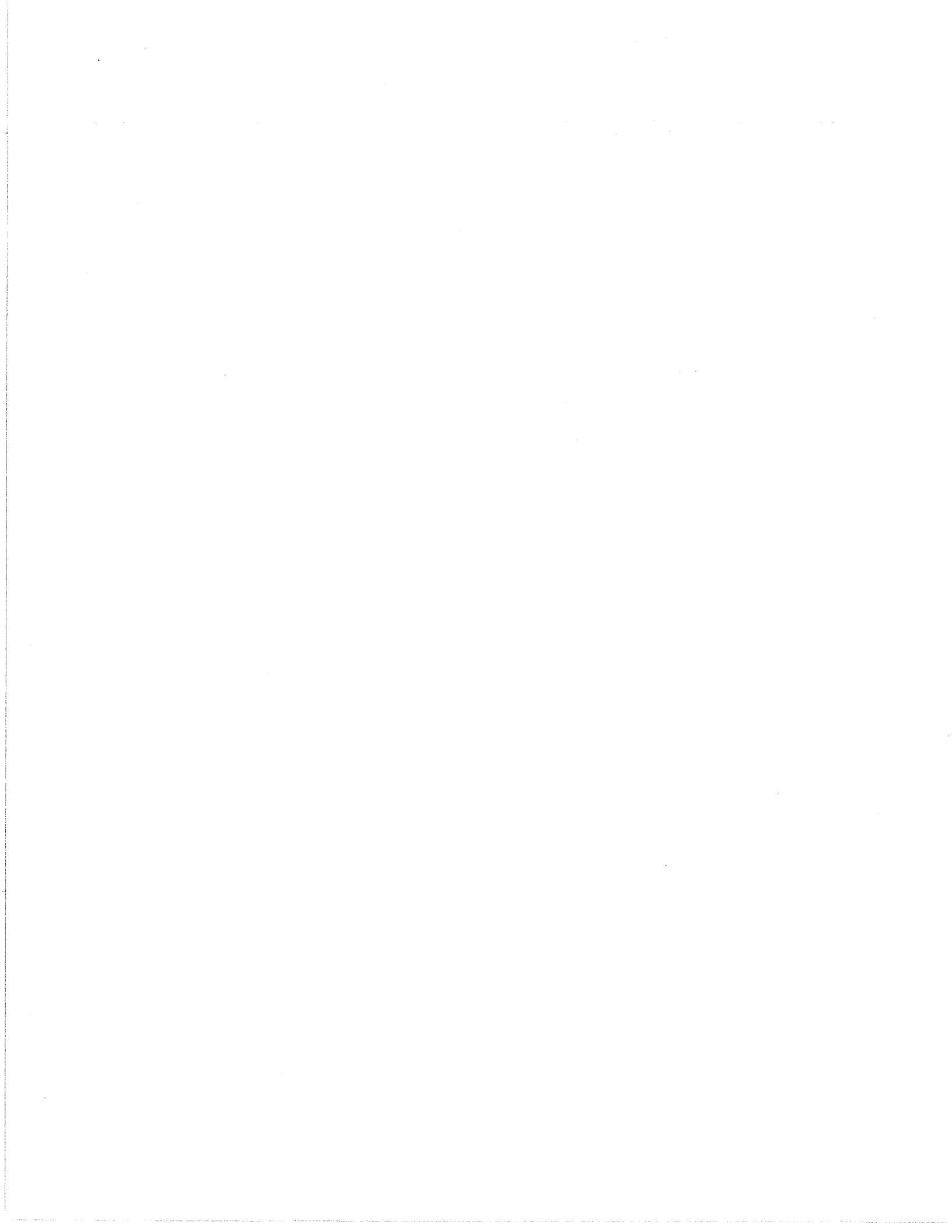
2. Please provide "Permeable AC Paving" Specifications for Bid Item #169

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?

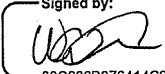


FY 2026 Street Maintenance and Rehabilitation Project, Specification No. 26-11763-C
Addendum No. 1
March 20, 2026

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: 

3/20/2026

00C606B976414C9...
Wahid Amiri

Interim Director of Public Works/Acting City Engineer

BIDDER'S ACKNOWLEDGEMENT:

FY 2026 Street Maintenance and Rehabilitation Project

Name of Company: Gallagher & Burk, Inc.

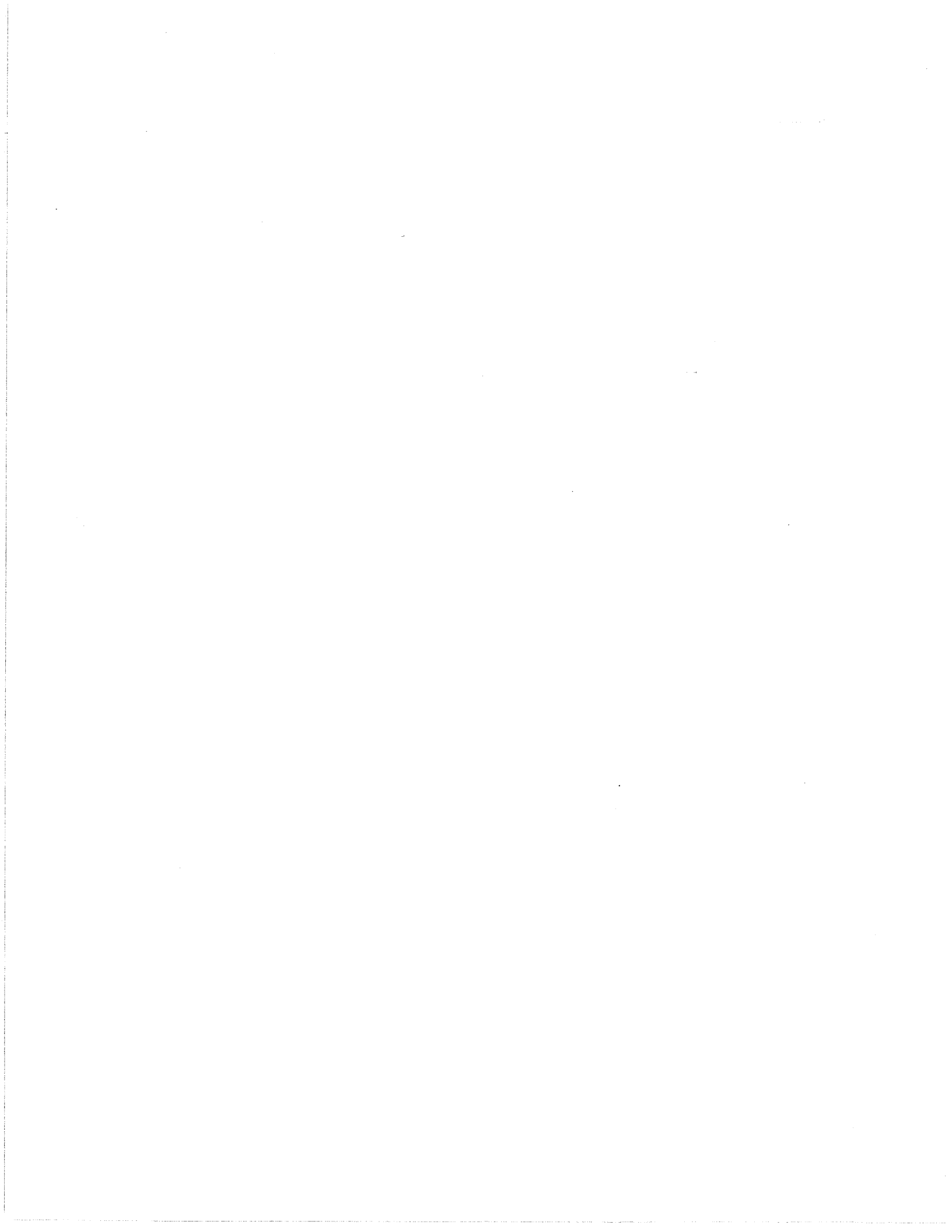
Address, City, State, Zip: 344 High St., Oakland, CA 94601

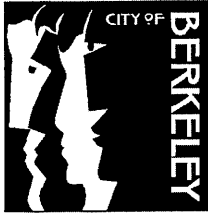
Signature: 

Title: General Manager

Print Name: Ziad Nassoura

Date: 3/24/2026





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:

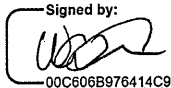
Questions and Responses:

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.

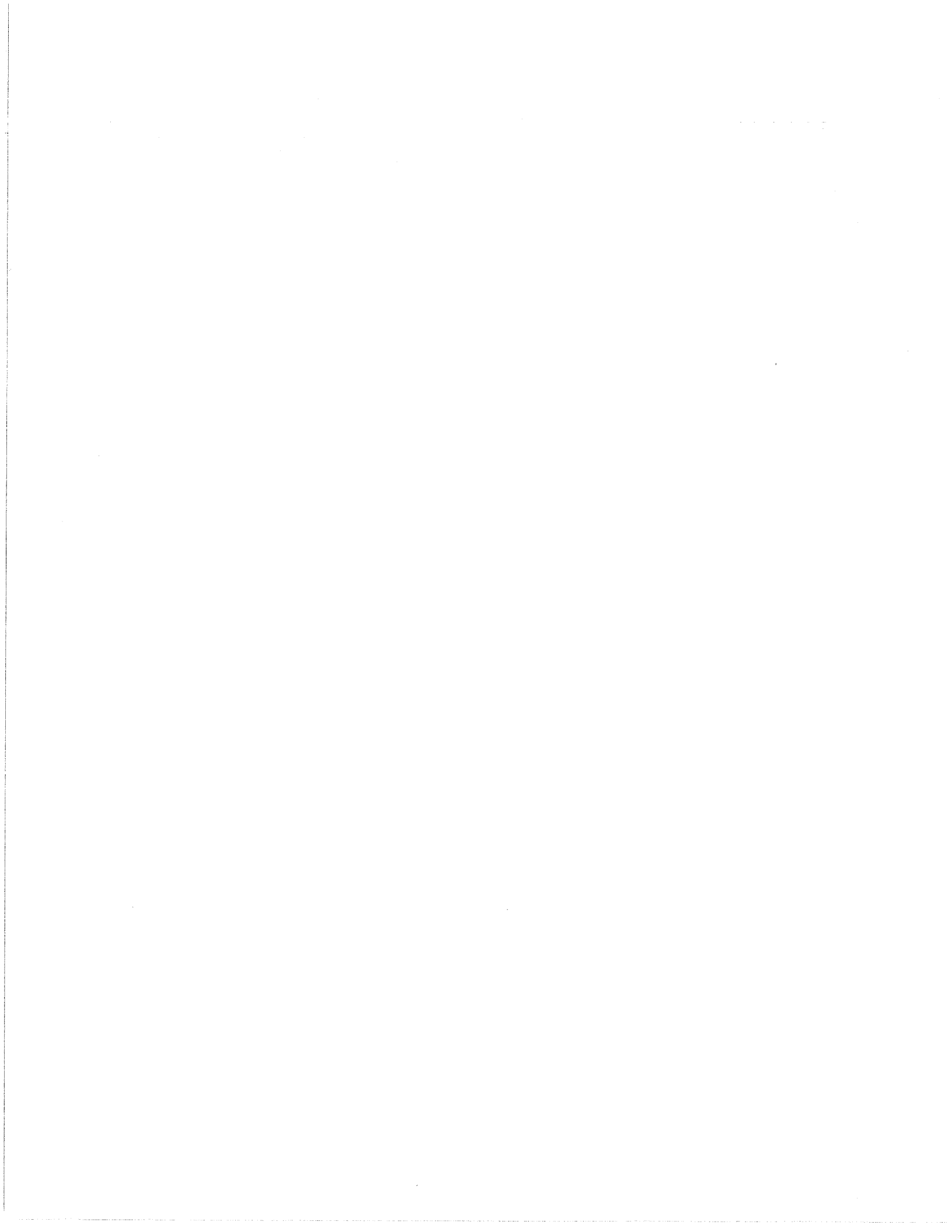
The Bid Opening time and date remains at 2:00 p.m., Thursday, April 02, 2026. All other provisions of the contract documents shall remain the same. Bidders shall submit a signed acknowledgment of Addendum No. 2 along with their Bidder's Proposal. Failure to do so may result in bid rejection.

Sincerely,

Signed by:

00C606B976414C9...

3/26/2026

Wahid Amiri
Interim Director of Public Works/Acting City Engineer



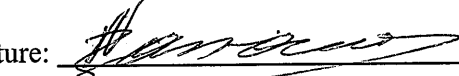
FY 2026 Street Maintenance and Rehabilitation Project, Specification No. 26-11763-C
Addendum No. 2
March 26, 2026

BIDDER'S ACKNOWLEDGEMENT:

FY 2026 Street Maintenance and Rehabilitation Project

Name of Company: Gallagher & Burk, Inc.

Address, City, State, Zip: 344 High St., Oakland, CA 94601

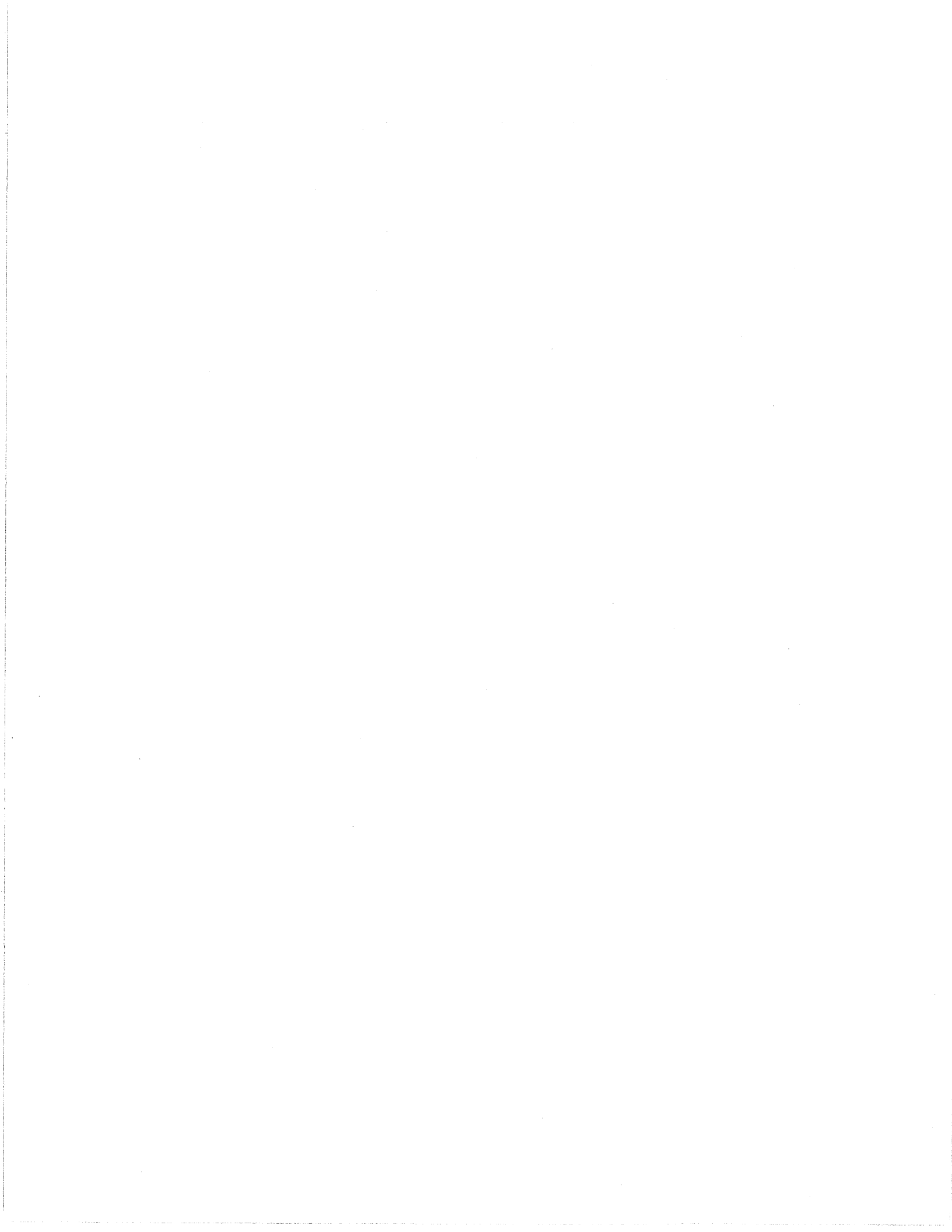
Signature: 

Title: General Manager

Print Name: Ziad Nassoura

Date: 3/30/2026





CITY OF BERKELEY
 FY 2028 STREET MAINTENANCE & REHABILITATION PROJECT
 SPECIFICATION NO. 26-11763-C
 ADDENDUM 2 - ATTACHMENT 1

BID ITEM NO.	BID ITEM	UNIT	Marin Avenue	MLK Jr Way 1	MLK Jr Way 2	MLK Jr Way 3	Monterey Avenue	Oregon Street	Russell Street	Sacramento Street	Solano Avenue 1	Solano Avenue 2	The Alameda	Thousand Oaks Boulevard	Wildcat Canyon Road
15	3/8-inch HMA (Type A) PG 64-10	TN													
16	1/2-inch HMA (Type A) PG 64-10	TN													
17	Miscellaneous Paving at Driveway (Revocable)	SF	250	250	250	250	250	250	250	250	250	250	250	250	250
18	1/2" RHMA-G	TN	867												
19	Remove Speed Table	EA							1						
20	Construct Speed Cushion	EA													
21	Install Mountable HMA Dike	LF													
22	Remove and Replace HMA Dike	LF													
23	Install Shoulder Backing	LF													
24	Place Skin Patch	SF													
25	Remove & Replace 4-inch HMA	SF													
26	Remove & Replace 5-inch HMA	SF													
27	Remove & Replace 6-inch HMA	SF													
28	Remove & Replace 8-inch HMA	SF													
29	Remove & Replace 10-inch HMA	SF													
30	8-inch Deep Lift Stabilization (Revocable)	SF	791	0	56	219	34	835	16	3,795	180	18	339	891	
31	Keycut A1	LF							2,200						
32	Keycut B1	LF													
33	Cold Plane 1-inch	SF													
34	Cold Plane 2-inch	SF													
35	Cold Plane 2 1/2-inch	SF													
36	Cold Plane 2 1/2-inch	SF													
37	Cold Plane 3 1/2-inch	SF													
38	Cold Plane 4-inch	SF													
39	Cold Plane 5-inch	SF													
40	Cold Plane 7-inch	SF													

