

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

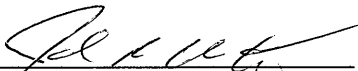
(continued)

| Name of Subcontractor and address: | Subcontractor License No. | Type of Work | \$ Amount |
|---|---------------------------|---|-------------|
| JCC, Inc. DIR: 1000002380 PO Box 6481 Concord, CA 94524 | 981209 | Utility adjustments | \$711,375 |
| Chrip Company DIR: 1000000306 43650 Osgood Rd. Fremont, CA 94539 | 374600 | Striping | \$1,033,434 |
| Spencan Construction DIR: 1000009140 500 La Gronda Way STE 295 Danville, CA 94526 | 820205 | Concrete | \$732,515 |
| Reliable Tree Experts DIR: 1000044691 PO Box 2376 Berkeley, CA 94702 | 1083768 | Tree Removal | \$39,450 |
| Cunha Surveying Inc. DIR: 1000727006 2356 Pacheco Blvd. Martinez, CA 94553 | P.L.S. 8525 | Monument Preservation | \$131,450 |
| Pavement Coatings Co. DIR: 1000003382 2150 Bell Ave, STE 125 Sacramento, CA 95838 | 303609 | Microsurfacing Crack Seal Slurry Seal | \$335,324 |

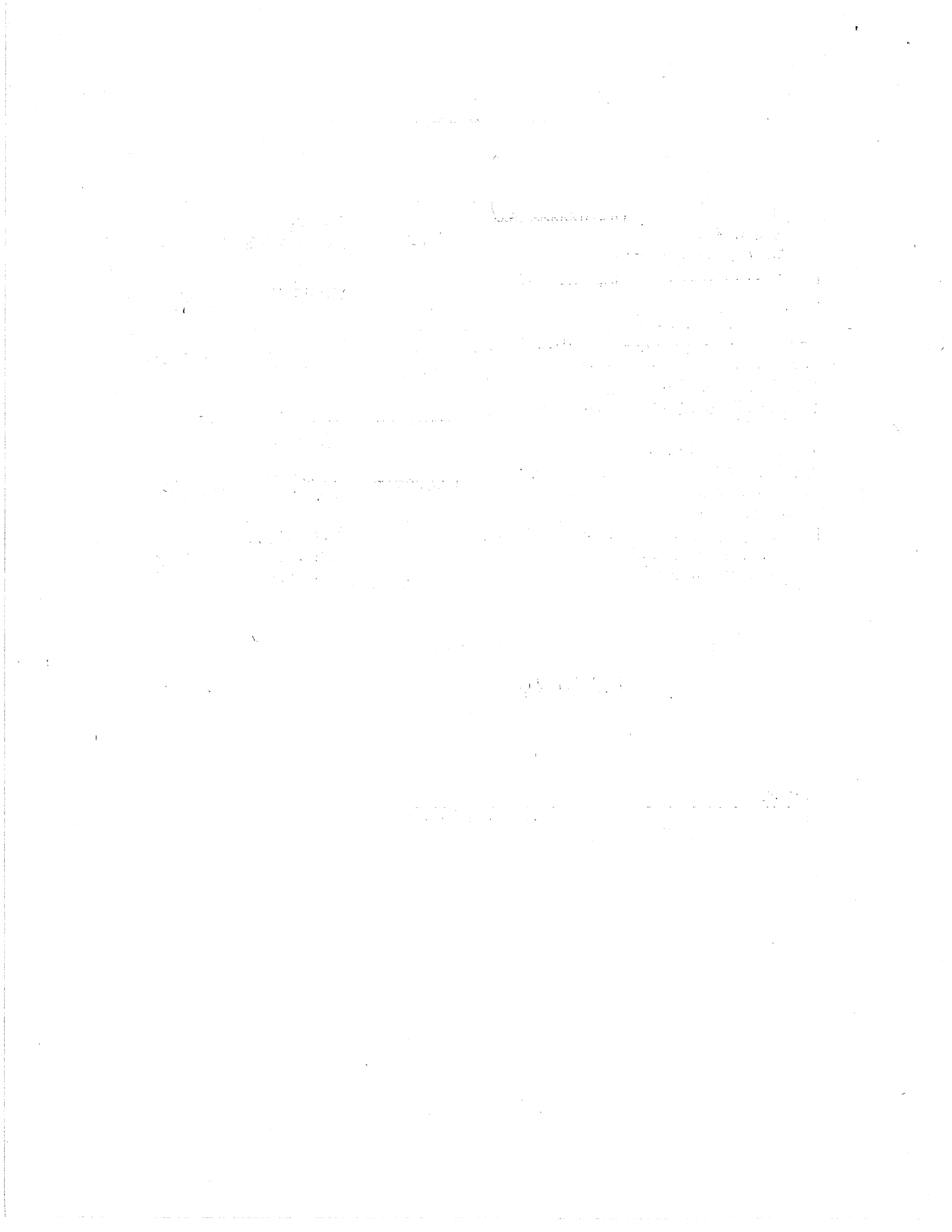
Contractor's California License Number: 783114

License Expiration Date: 8/31/2026

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


 Signature

Vice President
 Title



FY 2026 STREET MAINTENANCE AND REHABILITATION PROJECT
 BIDDER'S PROPOSAL

SPECIFICATION NO. 26-11763-C

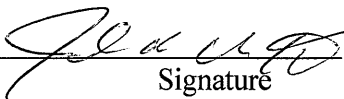
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| Name of Subcontractor and address: | Subcontractor License No. | Type of Work | \$ Amount |
|---|---------------------------|-------------------------|-----------|
| Columbia Electric DIR:1000001478 1920 Davis St. San Leandro, CA 94577 | 765902 | Electrical | \$30,460 |
| Mercado Transportation DIR:1000791332 1096 N Shelter Bay Hercules, CA 94545 | N/A | on/off haul | \$804,200 |
| Shotka Construction Inc. 1554 Green Island Rd. American Canyon, CA 94503 | 723309 | Construction area signs | \$55,000 |
| | | | |
| | | | |
| | | | |

Contractor's California License Number: 783116

License Expiration Date: 8/31/2024

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

 Vice President
 Signature Title

FY 2026 STREET MAINTENANCE AND REHABILITATION PROJECT
 BIDDER'S PROPOSAL

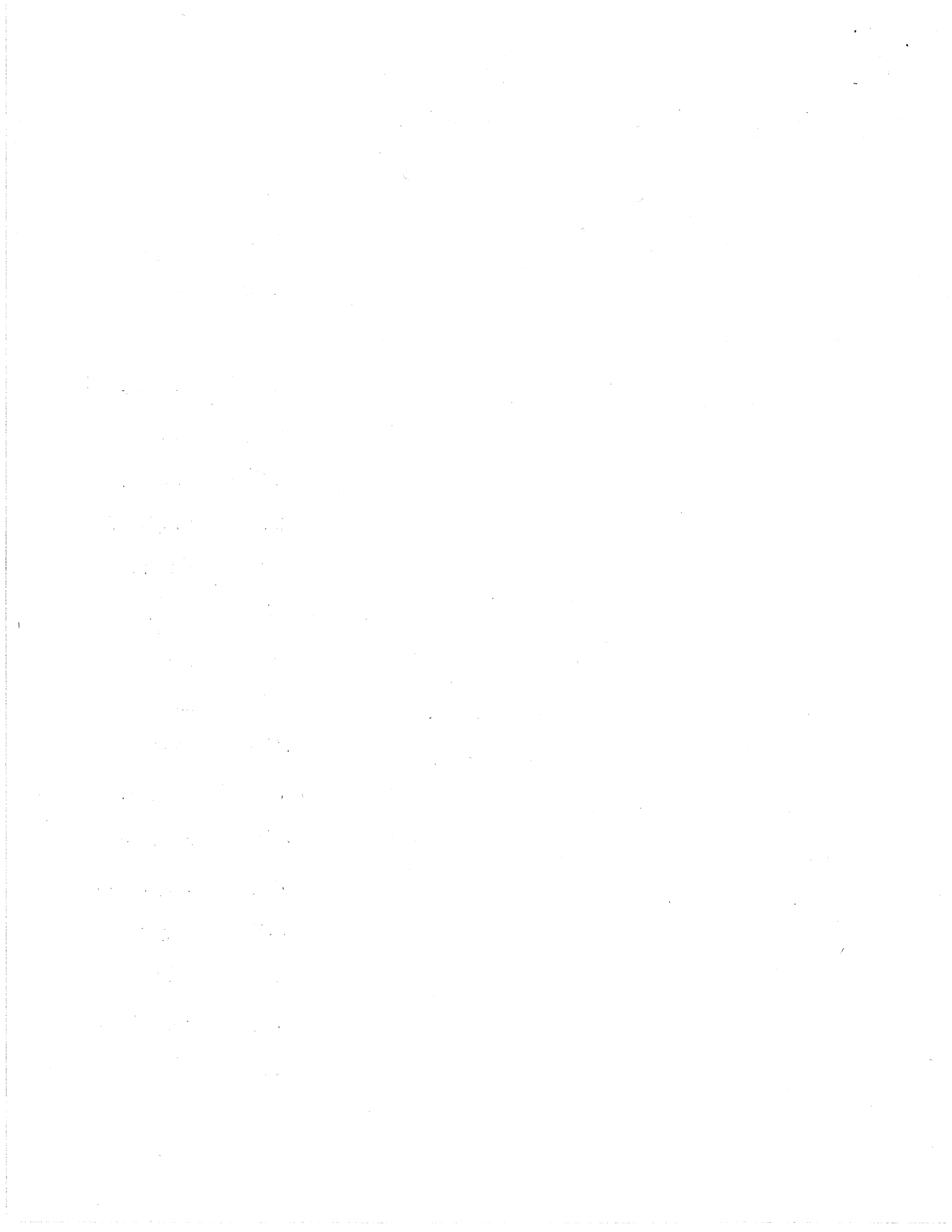
SPECIFICATION NO. 26-11763-C

(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 | 537,500 | 537,500 |
| 2 | Traffic Control | 1 | LS | 746,000 | 746,000 |
| 3 | Construction Area Signs (Revocable) | 200 | EA | 275 | 55,000 |
| 4 | Changeable Message Boards (Revocable) | 42 | EA | 1,500 | 63,000 |
| 5 | Construction Staking | 1 | LS | 12,500 | 12,500 |
| 6 | Monument Preservation | 1 | LS | 109,250 | 109,250 |
| 7 | Water Pollution Control Program | 1 | LS | 20,000 | 20,000 |
| 8 | Potholing (Revocable) | 1 | LS | 25,000 | 25,000 |
| 9 | Clearing, Grubbing, Tree Protection & Root Pruning | 1 | LS | 17,500 | 17,500 |
| 10 | Tree Removal 12-inch to 24" Diameter (Revocable) | 7 | EA | 1,350 | 9,450 |
| 11 | Tree Removal 25-inch to 36" Diameter (Revocable) | 4 | EA | 2,950 | 11,800 |
| 12 | Tree Removal 37-inch to 48" Diameter (Revocable) | 4 | EA | 4,550 | 18,200 |
| 13 | Crack Seal & Microsurfacing (Type II w/Black Rock) | 171,719 | SF | .53 | 91,011.07 |
| 14 | Crack Seal & Slurry Seal (Type II w/Black Rock) | 438,724 | SF | .46 | 201,813.04 |
| 15 | 3/8-inch HMA (Type A) PG 64-10 | 1,680 | TN | 172 | 288,960 |
| 16 | 1/2-inch HMA (Type A) PG 64-10 | 10,435 | TN | 140 | 1,460,900 |
| 17 | Miscellaneous Paving at Driveway (Revocable) | 6,250 | SF | 7 | 43,750 |
| 18 | 1/2" RHMA-G | 7,867 | TN | 165 | 1,298,055 |
| 19 | Remove Speed Table | 2 | EA | 500 | 1,000 |
| 20 | Construct Speed Cushion | 13 | EA | 6,000 | 78,000 |

(continued)

| <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 | 100 | 3,600 |
| 22 | Remove and Replace HMA Dike | 250 | LF | 100 | 25,000 |
| 23 | Install Shoulder Backing | 211 | LF | 150 | 31,650 |
| 24 | Place Skin Patch | 3 | SF | 1,000 | 3,000 |
| 25 | Remove & Replace 4-inch HMA | 75,972 | SF | 5.15 | 391,255.80 |
| 26 | Remove & Replace 5-inch HMA | 7,778 | SF | 6 | 46,668 |
| 27 | Remove & Replace 6-inch HMA | 84,369 | SF | 6.75 | 569,490.75 |
| 28 | Remove & Replace 8-inch HMA | 40,705 | SF | 9.70 | 394,838.50 |
| 29 | Remove & Replace 10-inch HMA | 43,974 | SF | 11.85 | 521,091.90 |
| 30 | 6-inch Deep Lift Stabilization (Revocable) | 12,640 | SF | 5 | 63,200 |
| 31 | Keycut A1 | 26,201 | LF | 4 | 104,804 |
| 32 | Keycut B1 | 1,567 | LF | 15 | 23,505 |
| 33 | Cold Plane 1-inch | 24,600 | SF | .55 | 13,530 |
| 34 | Cold Plane 2-inch | 200,617 | SF | .50 | 100,308.50 |
| 35 | Cold Plane 2-1/4-inch | 101,562 | SF | .58 | 58,905.96 |
| 36 | Cold Plane 2-1/2-inch | 272,846 | SF | .47 | 128,237.62 |
| 37 | Cold Plane 3-1/2-inch | 69,200 | SF | .65 | 44,980 |
| 38 | Cold Plane 4-inch | 15,220 | SF | 1.50 | 22,830 |
| 39 | Cold Plane 5-inch | 67,104 | SF | 1.26 | 84,551.04 |
| 40 | Cold Plane 7-inch | 15,220 | SF | 1.75 | 26,635 |



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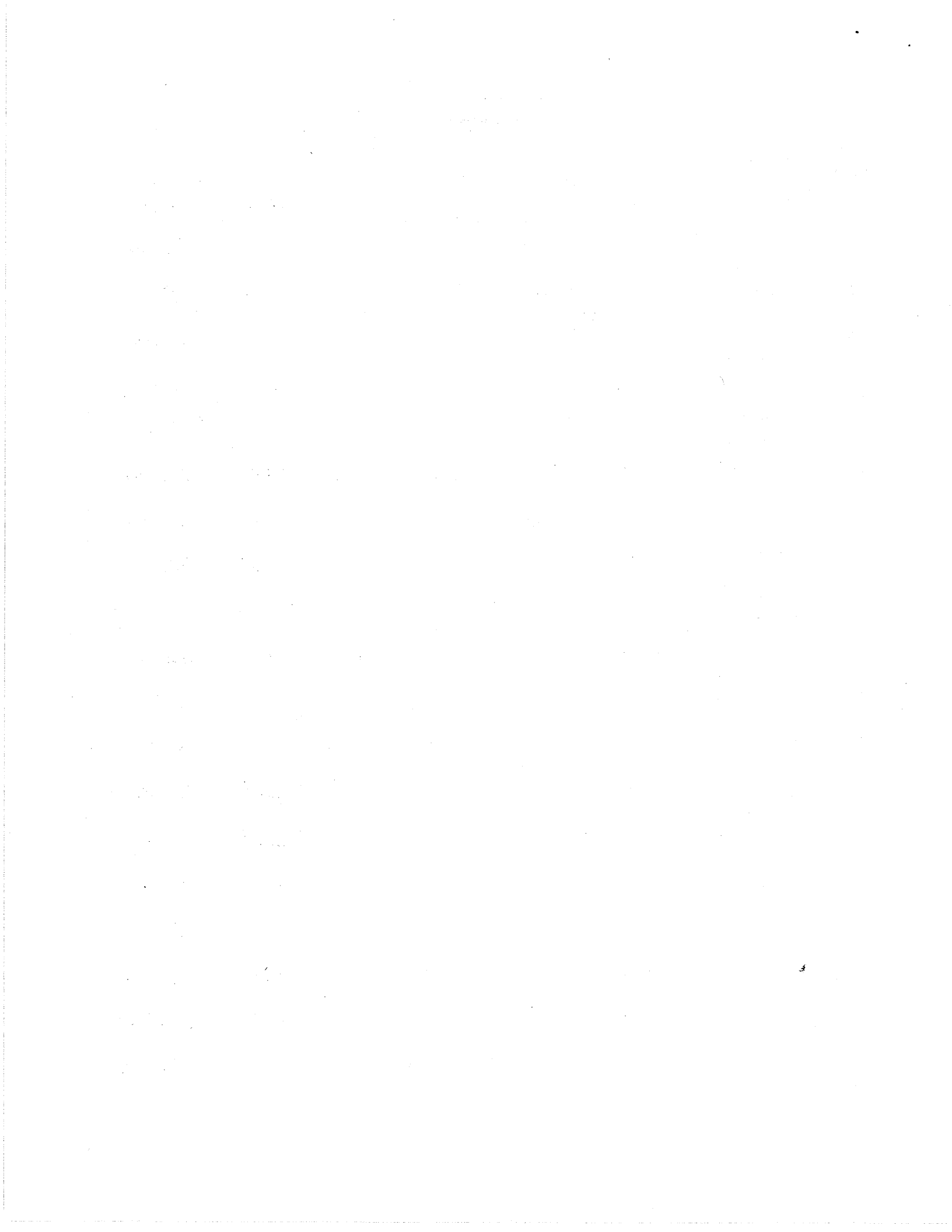
| <u>Item No.</u> | <u>Description *</u> | <u>Estimated Quantity</u> | <u>Unit</u> | <u>Unit Cost</u> | <u>Total Cost</u> |
|-----------------|--|---------------------------|-------------|------------------|-------------------|
| 41 | Grind High Spot in Roadway Flush w/ Adjacent Pavement Surface | 2 | SF | 250 | 500 |
| 42 | Remove AC Fill from Gutter Pan | 1 | EA | 4,900 | 4,900 |
| 43 | Remove & Replace PCC Sidewalk | 742 | SF | 25 | 18,550 |
| 44 | Remove & Replace PCC Sidewalk (Revocable) | 2,000 | SF | 40 | 80,000 |
| 45 | Remove PCC Sidewalk, Backfill w/Top Soil & Mulch | 30 | SF | 15 | 450 |
| 46 | Remove & Replace PCC Curb (6-inch) | 581 | LF | 50 | 29,050 |
| 47 | Remove & Replace PCC Curb & Gutter (1- foot Gutter) | 62 | LF | 125 | 7,750 |
| 48 | Remove & Replace PCC Curb & Gutter (2- foot Gutter) | 746 | LF | 135 | 100,710 |
| 49 | Remove & Replace PCC Curb & Gutter (2- foot Gutter) (Revocable) | 600 | LF | 135 | 81,000 |
| 50 | Remove & Replace PCC Driveway (Residential) | 98 | SF | 35 | 3,430 |
| 51 | Remove & Replace PCC Raised Island | 12 | SF | 70 | 840 |
| 52 | Remove Island Passageway & Construct PCC Median Island | 192 | SF | 70 | 13,440 |
| 53 | Remove & Replace PCC Swale | 27 | LF | 135 | 3,645 |
| 54 | Construct Traffic Circle | 3 | EA | 35,000 | 105,000 |
| 55 | Construct Bulb-Out at Tree | 3 | EA | 5,000 | 15,000 |
| 56 | Wood Retaining Wall (12 Inches) | 673 | LF | 50 | 33,650 |
| 57 | Wood Retaining Wall (24 Inches) | 200 | LF | 60 | 12,000 |
| 58 | Relocate Roadside Sign | 9 | EA | 200 | 1,800 |
| 59 | Relocate Post w/ Ped Push Button | 1 | EA | 9,000 | 9,000 |
| 60 | Install R1-6 Sign | 4 | EA | 425 | 1,700 |

(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 | 1,600 |
| 62 | Install W16-7P Sign | 4 | EA | 125 | 500 |
| 63 | Remove Cross Drain Cover (Revocable) | 1 | EA | 1,500 | 1,500 |
| 64 | Install Cross Drain Cover (Revocable) | 1 | EA | 1,500 | 1,500 |
| 65 | Install Cross Drain Pipe Under Sidewalk (Revocable) | 100 | LF | 75 | 7,500 |
| 66 | Install Cross Drain Pipe Under Street (Revocable) | 200 | LF | 450 | 90,000 |
| 67 | Construct Cross Drain (Revocable) | 20 | EA | 2,500 | 50,000 |
| 68 | Reconstruct Top of Curb Inlet | 1 | EA | 2,500 | 2,500 |
| 69 | Reconstruct Curb Drain | 2 | EA | 2,500 | 5,000 |
| 70 | Reconstruct Top of Catch Basin | 1 | EA | 2,500 | 2,500 |
| 71 | Remove and Replace Catch Basin | 1 | EA | 7,500 | 7,500 |
| 72 | Install Edge Drain | 1 | LS | 40,000 | 40,000 |
| 73 | Install G-5 Frame & Cover Furnished By EBMUD | 119 | EA | 100 | 11,900 |
| 74 | Replace Water Valve Frame & Cover | 2 | EA | 500 | 1,000 |
| 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 | 9,750 |
| 78 | Lower Loop Detector Handhole Cover | 8 | EA | 250 | 2,000 |
| 79 | Lower Maintenance Hole Cover | 188 | EA | 350 | 65,800 |
| 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 | 2,000 |
| 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 | 2,000 |
| 86 | Adjust Junction Box to Finish Grade (Revocable) | 30 | EA | 1,680 | 50,400 |
| 87 | Adjust Maintenance Hole Cover to Finish Grade | 191 | EA | 950 | 181,450 |
| 88 | Adjust Sewer Cleanout Cover to Finish Grade | 3 | EA | 950 | 2,850 |
| 89 | Adjust Survey Monument Cover to Finish Grade | 54 | EA | 675 | 36,450 |
| 90 | Adjust Water Valve Cover to Finish Grade (Revocable) | 243 | EA | 675 | 164,025 |
| 91 | Monument Replacement | 37 | EA | 1,800 | 66,600 |
| 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 | 2.65 | 6,513.70 |
| 95 | 4-inch Yellow Line (Thermo) | 50 | LF | 2.65 | 132.50 |
| 96 | 6-inch White Line (Thermo) | 202 | LF | 4 | 808 |
| 97 | 6-inch Yellow Line (Thermo) | 27 | LF | 4 | 108 |
| 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 | 81,304 |



(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 | 19,552 |
| 102 | 24-inch White Crosswalk Line (Thermo) | 9,152 | LF | 16 | 146,432 |
| 103 | 24-inch Yellow Crosswalk Line (Thermo) | 972 | LF | 18 | 17,496 |
| 104 | White Yield Line (Thermo) | 336 | EA | 24 | 8,064 |
| 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 | 67,659 |
| 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 | 15,594 |
| 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 |
| 116 | Striping Detail #40 (Thermo) | 411 | LF | 1.50 | 616.50 |
| 117 | Striping Detail #41 (Thermo) | 156 | LF | 1.50 | 234 |
| 118 | Pavement Marking "25" Legend (Thermo) | 51 | EA | 140 | 7,140 |
| 119 | Pavement Marking "AHEAD" Legend (Thermo) | 3 | EA | 250 | 750 |
| 120 | Pavement Marking "BIKE" Legend (Thermo) | 4 | EA | 115 | 460 |

(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 | 1,100 |
| 122 | Pavement Marking "CLEAR" Legend (Thermo) | 13 | EA | 210 | 2,730 |
| 123 | Pavement Marking "CHEVRON" Legend (Thermo) | 2 | EA | 175 | 350 |
| 124 | Pavement Marking "KEEP" Legend (Thermo) | 13 | EA | 190 | 2,470 |
| 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 | 1,250 |
| 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 | 18,200 |
| 135 | Pavement Marking "XING" Legend (Thermo) | 12 | EA | 180 | 2,160 |
| 136 | Pavement Marking "YIELD" Legend (Thermo) | 1 | EA | 175 | 175 |
| 137 | Pavement Marking "Type I (10'-0") Arrow" (Thermo) | 3 | EA | 115 | 345 |
| 138 | Pavement Marking "Type I (18'-0") Arrow" (Thermo) | 8 | EA | 200 | 1,600 |
| 139 | Pavement Marking "Type I (24'-0") Arrow" (Thermo) | 5 | EA | 245 | 1,225 |
| 140 | Pavement Marking "Type II (L or R) Arrow" (Thermo) | 12 | EA | 355 | 4,260 |

(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 | 335 | 20,435 |
| 142 | Pavement Marking "Type IV (L or R) Arrow" (Thermo) | 44 | EA | 120 | 5,280 |
| 143 | Pavement Marking "Type VI (L or R) Arrow" (Thermo) | 1 | EA | 345 | 345 |
| 144 | Pavement Marking "Bike Lane Arrow" (Thermo) | 51 | EA | 40 | 2,040 |
| 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 | 3,760 |
| 147 | Pavement Marking "Bicycle Boulevard Bike Lane Symbol w/ Person" (Thermo) | 10 | EA | 220 | 2,200 |
| 148 | Pavement Marking "Shared Roadway Bicycle Marking" (Thermo) | 102 | EA | 95 | 9,690 |
| 149 | Pavement Marking "L" Parking Stall Symbol (Thermo) | 34 | EA | 40 | 1,360 |
| 150 | Pavement Marking "T" Parking Stall Symbol (Thermo) | 53 | EA | 40 | 2,120 |
| 151 | Pavement Marking "Rail Crossing Symbol" Legend (Thermo) | 1 | EA | 575 | 575 |
| 152 | Pavement Marking "Bicycle Loop Detector Symbol" (Thermo) | 2 | EA | 30 | 60 |
| 153 | Remove and Replace Cross Bike Marking | 18 | EA | 175 | 3,150 |
| 154 | Red Curb Paint | 81 | LF | 8 | 648 |
| 155 | Blue Curb Paint | 18 | LF | 8 | 144 |
| 156 | Green Pavement | 3,476 | SF | 14 | 48,664 |
| 157 | Remove and Replace White Delineator | 58 | EA | 125 | 7,250 |
| 158 | Remove and Replace Yellow Delineator | 24 | EA | 125 | 3,000 |
| 159 | Install Yellow Delineator | 12 | EA | 105 | 1,260 |
| 160 | Remove and Replace Tuff Curb | 24 | EA | 435 | 10,440 |

(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 | 1,050 | 1,050 |
| 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 | 550 | 5,500 |
| 167 | Install Salvaged Planter | 10 | EA | 500 | 5,000 |
| 168 | UPRR Permit and Requirements | 1 | LS | 30,000 | 30,000 |
| 169 | Remove & Replace Permeable Pavement and Base System | 1 | LS | 265,000 | 265,000 |

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 three hundred thirty-six thousand nine hundred forty five Dollars and sixty three Cents/(\$ 10,336,945.63).

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 MCK Services, Inc. Address 9165 HOWE Rd.
Name John Moffat Martinez, CA 94553
Signature [Signature] Phone (925) 957-9200
Title Vice President Date 4/2/2026
Taxpayer I.D. No. WP-0403201 Corporation Yes No

(The following spaces to be used by the City)

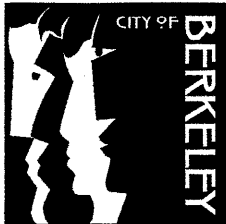
Pursuant to City of Berkeley Council Resolution No. _____ N.S. adopted on _____, the City of Berkeley agrees to pay _____ the prices set forth above for the Total Bid Items in the amount of _____ (\$ _____), in accordance with the terms and conditions set forth in Specification No. 26-11763-C. The contractor 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



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.

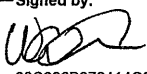
4. Is the City's responsible for removing Homeless Property (Personal Items) currently on Lower Codornices Pathway prior to Construction?

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

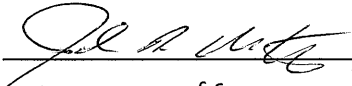
00C606B976414C9...
Wahid Amiri
Interim Director of Public Works/Acting City Engineer

BIDDER'S ACKNOWLEDGEMENT:

FY 2026 Street Maintenance and Rehabilitation Project

Name of Company: MCK Services, Inc.

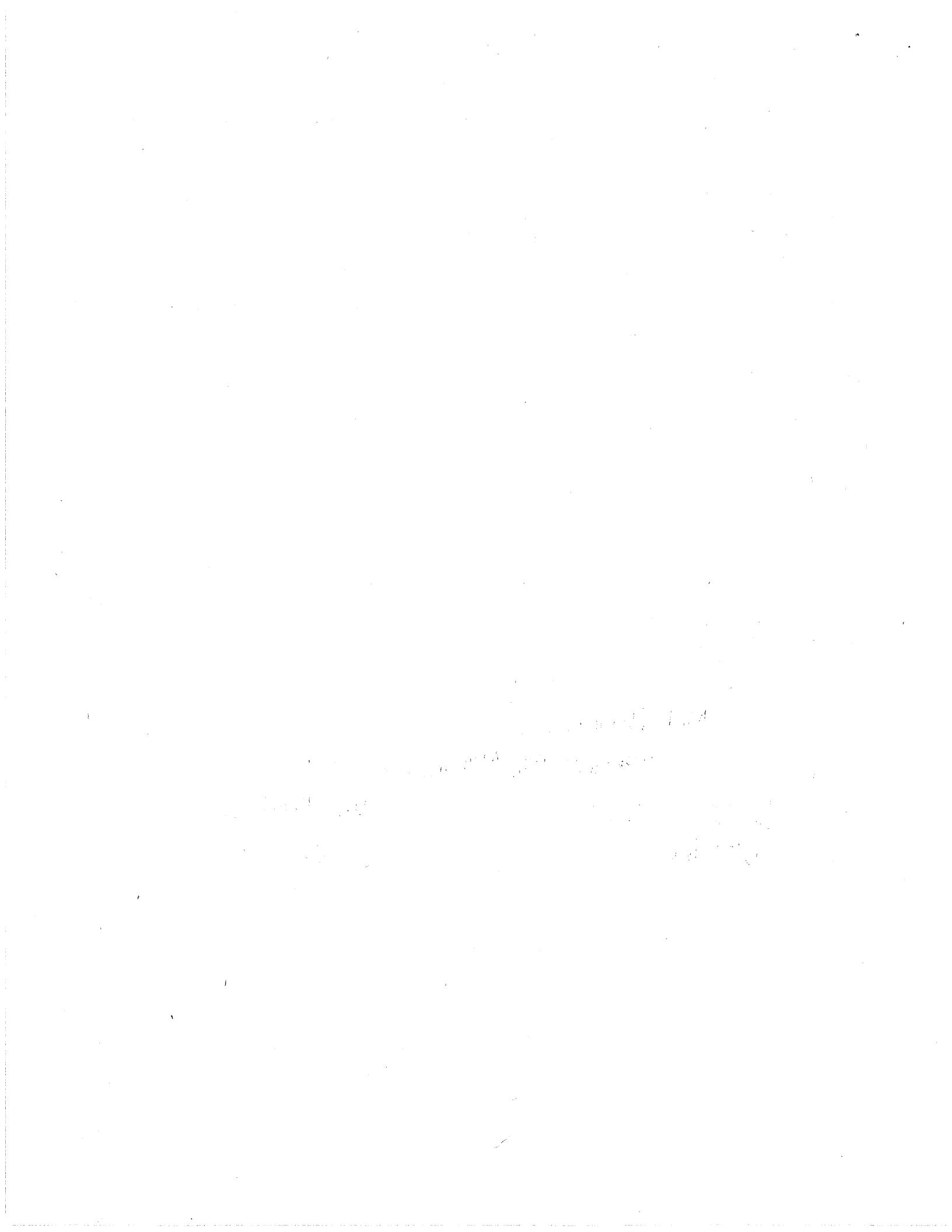
Address, City, State, Zip: 605 Howe Rd., Martinez, CA 94553

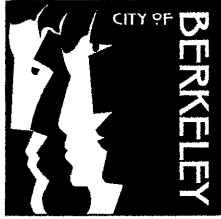
Signature: 

Title: Vice President

Print Name: John Moffat

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:

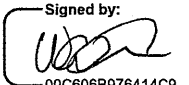
Questions and Responses:

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:

00C806B976414C9...

3/26/2026

Wahid Amiri

Interim Director of Public Works/Acting City Engineer

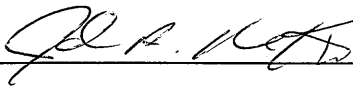
FY 2026 Street Maintenance and Rehabilitation Project, Specification No. 26-11763-C
Addendum No. 2
March 26, 2026

BIDDER'S ACKNOWLEDGEMENT:

FY 2026 Street Maintenance and Rehabilitation Project

Name of Company: MCK Services, Inc.

Address, City, State, Zip: 965 Howe Rd., Martinez, CA 94553

Signature: 

Title: Vice President

Print Name: John Moffat

Date: 4/2/2026

EXPERIENCE AND FINANCIAL QUALIFICATIONS

The bidder has been engaged in the contracting business under State License Number 703114 for a period of 27 years.

The Bidder's three most recently completed contracts are:

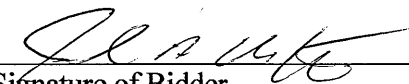
| | I | II | III |
|--------------------|---|-------------------------------------|--------------------------------------|
| Title of Project | 2025 Local Streets Remove and Replace | 2024/2025 Pavement Rehabilitation | 2023/2024 Pavement Rehabilitation |
| Owner | City of San Jose | Town of Danville | Town of Danville |
| Address | 200 E. Santa Clara St. San Jose, CA 95113 | 510 La Gorda Way Danville, CA 94526 | 510- La Gorda Way Danville, CA 94526 |
| Telephone No. | 408-981-5708 | 925-314-3339 | 925-314-3339 |
| Engineer in Charge | Erick Roa | Steven Jones | Steven Jones |
| Date Accepted | 10/2025 | 7/2025 | 7/2025 |

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

Name of Bank Fremont Bank Address 1735 N Broadway Walnut Creek, CA 94596

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

Company Fidelity and Deposit Company of Maryland Address 9171 Towne Centre Dr., STE 100 San Diego, CA 92122



 Signature of Bidder

TAXPAYER IDENTIFICATION REPORT

COMPANY NAME

MCK Services, Inc.

MAILING ADDRESS

PO BOX 5697
Concord, CA 94524

SOCIAL SECURITY NUMBER:

OR

EMPLOYER IDENTIFICATION NUMBER:

69-0403201

My Company is a Corporation

My Company is not a Corporation

I certify that the above information is true and correct:

John Moffat
Name

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 MCK Services, 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: John Moffat

Title: Vice President

Signature: [Handwritten Signature]

Date: 4/2/2024

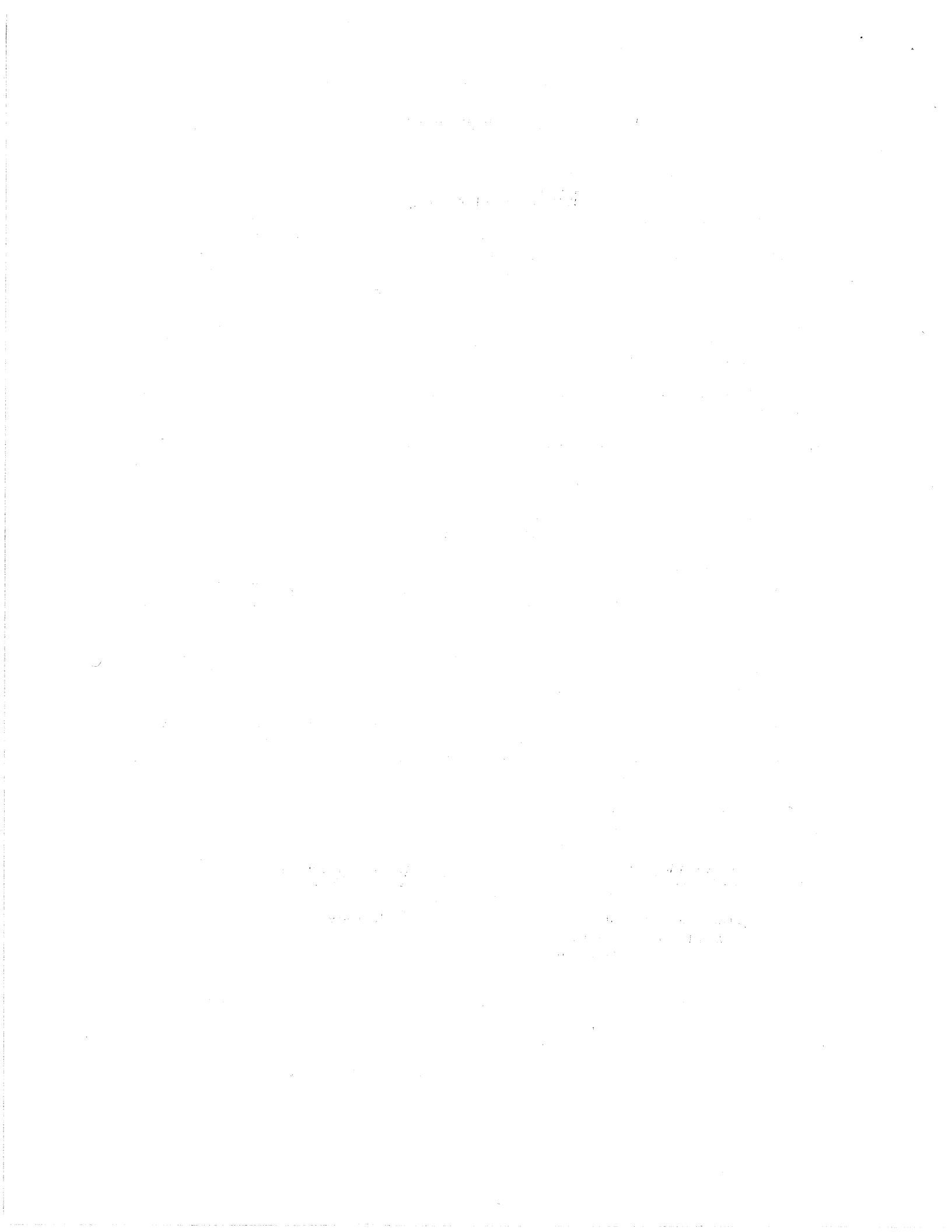
Business Entity: MCK Services, Inc.

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.

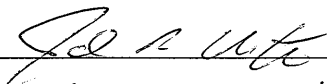
"Nuclear weapon" is any device, the intended explosion of which results from the energy released by reactions involving atomic nuclei, either fission or fusion or both. This definition of nuclear weapons includes the means of transporting, guiding, propelling or triggering the weapon if and only if such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

PrintedName: John Moffat Title: Vice President

Signature:  Date: 4/2/2026

Business Entity: MCK SERVICES, INC.

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

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:

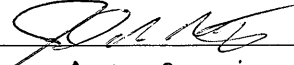
- (1) until the first effective date after the first open enrollment process following the contract execution date, not to exceed two years if the Contractor submits evidence of engaging in reasonable efforts to comply with the EBO;
- (2) until administrative steps can be taken to incorporate nondiscrimination 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: John Moffat Title: Vice President

Signature:  Date: 4/2/2026

Business Entity: MCK Services, 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 MCK Services, 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 2 day of April, 2026, at Martinez, California.

Printed Name: John Moffat Title: Vice President
 Signed: [Signature] Date: 4/2/2026
 Business Entity: MCK Services, Inc.

Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:

(Name, legal status and address)

MCK Services Inc.
865 Howe Rd.
Martinez, CA 94553

SURETY:

(Name, legal status and principal place of business)

Fidelity and Deposit Company of Maryland
1299 Zurich Way
Schaumburg, IL 60196-1056

Mailing Address for Notices

1299 Zurich Way
Schaumburg, IL 60196-1056

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

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

OWNER:

(Name, legal status and address)

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

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

PROJECT:

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

FY 2026 Street Maintenance and Rehabilitation Project
Various locations in Berkeley, CA
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.

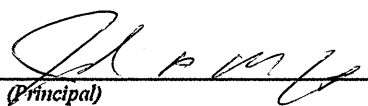
Signed and sealed this 19th day of March, 2026



(Witness)



(Witness)



(Principal) (Seal)

Vice President

(Title)



(Surety) Patricia White (Seal)

Attorney-in-Fact

(Title)

THE UNIVERSITY OF CHICAGO

THE UNIVERSITY OF CHICAGO
DIVISION OF THE PHYSICAL SCIENCES
DEPARTMENT OF CHEMISTRY
5708 SOUTH CAMPUS DRIVE
CHICAGO, ILLINOIS 60637

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CHICAGO, ILLINOIS 60637

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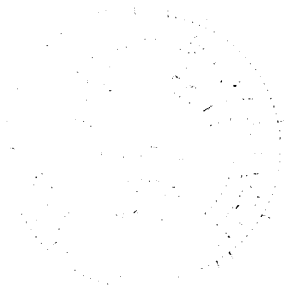
DEPARTMENT OF CHEMISTRY

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DEPARTMENT OF CHEMISTRY

DEPARTMENT OF CHEMISTRY



ATTORNEY-IN-FACT ACKNOWLEDGEMENT

STATE OF WA)

COUNTY OF Thurston)

On this 19th day of March, 2024 before me, the undersigned, a Notary Public in and for the said State, personally appeared Patricia White, known to me to be the Attorney-in-fact for Fidelity and Deposit Company of Maryland whose name is subscribed to the within instrument and acknowledged to me that she executed the same.



A handwritten signature in cursive script, appearing to read "Danielle Enriquez".

Danielle Enriquez NOTARY PUBLIC

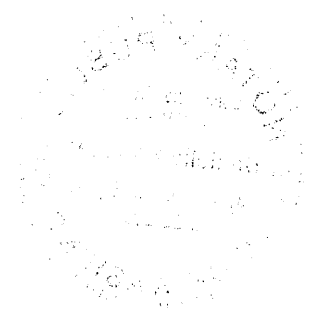
My commission expires: 2/22/2029

THE UNIVERSITY OF CHICAGO

THE UNIVERSITY OF CHICAGO
LIBRARY

THE UNIVERSITY OF CHICAGO
LIBRARY
1200 EAST 58TH STREET
CHICAGO, ILLINOIS 60637
TEL: 773-936-3000
WWW.CHICAGO.LIBRARY.EDU

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LIBRARY



**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by Christopher Nolan, Vice President, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **Shannon SOPRENUK, Marta COLLETT, Patricia WHITE, Tim MCCLELLAN, Danielle ENRIQUEZ, Kimberly GARDNER, Kathleen Judith VANDERSLICE of Sand Diego, California**, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: any and all bonds and undertakings, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 03rd day of September, A.D. 2025.



ATTEST:
**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**

By: *Christopher Nolan*
Vice President

By: *Dawn E. Brown*
Secretary

**State of Maryland
County of Baltimore**

On this 03rd day of September, A.D. 2025, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Christopher Nolan, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

Genevieve M. Maison
Notary Public
My Commission Expire January 27, 2029



Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790

EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 19th day of March, 2026.



MJ Pethick

Mary Jean Pethick
Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:

Zurich Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056
reportsfclaims@zurichna.com
800-626-4577

Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790

ACKNOWLEDGMENT

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.

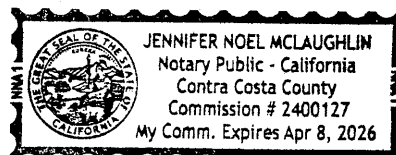
State of California
County of Contra Costa)

On April 2nd, 2026 before me, Jennifer McLaughlin, Notary Public
(insert name and title of the officer)

personally appeared John Moffat,
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 Jennifer McLaughlin (Seal)



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

