

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
JCC P.O. Box 6481 Concord, CA 94524	981209	Adjust Iron	\$711,375
Pacific Northwest Oil P.O. Box 6930 Stockton, CA 95206	705296	Tack Oil	\$122,450
ABSL Construction 29393 Pacific Street Hayward, CA 94544	621781	Milling	\$212,344
Graham Contractors P.O. Box 26770 San Jose, CA 95159	315789	Slurry & Crack Seal	\$263,968
CHRISP Company 43650 Osgood Rd. Fremont, CA 94539	374600	Striping & Signs	\$1,126,554
Spenco Construction P.O. Box 1220 Danville, CA 94526	820205	Concrete	\$747,515

Contractor's California License Number: 95879

License Expiration Date: 11/30/2027

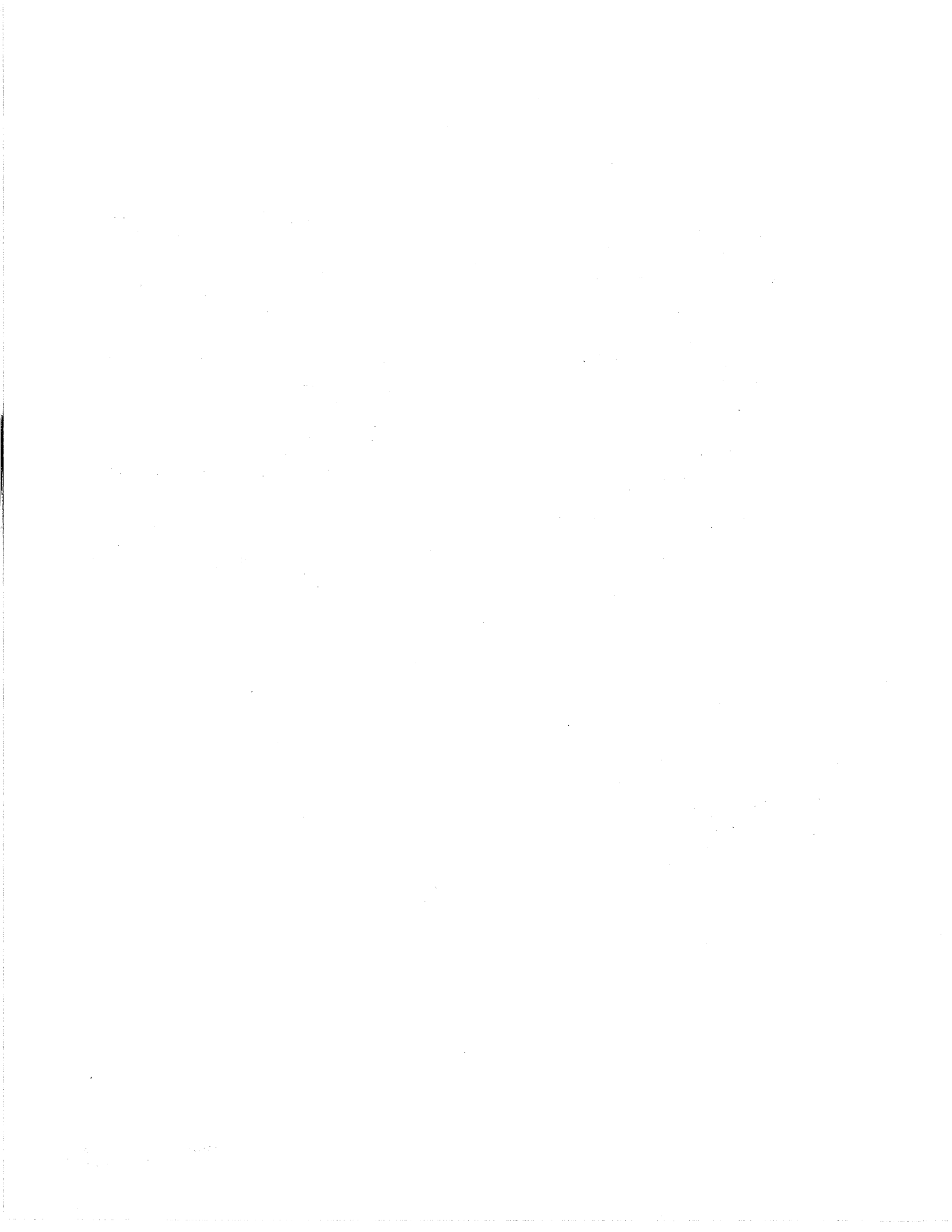
I declare that representations made in this bid are under penalty of perjury.



 Signature
 McGuire and Hester

Travis O'Connor, VP/Chief Estimator

 Title



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

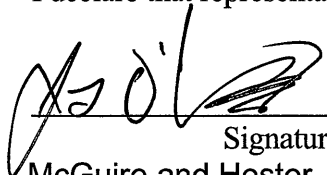
SPECIFICATION NO. 26-11763-C

Name of Subcontractor and address:	Subcontractor License No.	Type of Work	\$ Amount

Contractor's California License Number: 95879

License Expiration Date: 11/30/2027

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 Signature
 McGuire and Hester

Travis O'Connor, VP/Chief Estimator

 Title



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

Contractor's California License Number: 95879

License Expiration Date: 11/30/2027

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



 Signature
 McGuire and Hester

Travis O'Connor, VP/Chief Estimator

 Title



(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	800,000.00	800,000.00
2	Traffic Control	1	LS	758,620.00	758,620.00
3	Construction Area Signs (Revocable)	200	EA	200.00	40,000.00
4	Changeable Message Boards (Revocable)	42	EA	1,000.00	42,000.00
5	Construction Staking	1	LS	6,800.00	6,800.00
6	Monument Preservation	1	LS	50,000.00	50,000.00
7	Water Pollution Control Program	1	LS	7,000.00	7,000.00
8	Potholing (Revocable)	1	LS	24,000.00	24,000.00
9	Clearing, Grubbing, Tree Protection & Root Pruning	1	LS	100,000.00	100,000.00
10	Tree Removal 12-inch to 24" Diameter (Revocable)	7	EA	1,350.00	9,450.00
11	Tree Removal 25-inch to 36" Diameter (Revocable)	4	EA	2,950.00	11,800.00
12	Tree Removal 37-inch to 48" Diameter (Revocable)	4	EA	4,550.00	18,200.00
13	Crack Seal & Microsurfacing (Type II w/Black Rock)	171,719	SF	0.65	111,617.35
14	Crack Seal & Slurry Seal (Type II w/Black Rock)	438,724	SF	0.35	153,553.40
15	3/8-inch HMA (Type A) PG 64-10	1,680	TN	195.00	327,600.00
16	1/2-inch HMA (Type A) PG 64-10	10,435	TN	165.00	1,721,775.00
17	Miscellaneous Paving at Driveway (Revocable)	6,250	SF	8.00	50,000.00
18	1/2" RHMA-G	7,867	TN	185.00	1,455,395.00
19	Remove Speed Table	2	EA	400.00	800.00
20	Construct Speed Cushion	13	EA	5,200.00	67,600.00



(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	62.00	2,232.00
22	Remove and Replace HMA Dike	250	LF	65.00	16,250.00
23	Install Shoulder Backing	211	LF	47.00	9,917.00
24	Place Skin Patch	3	SF	700.00	2,100.00
25	Remove & Replace 4-inch HMA	75,972	SF	5.50	417,846.00
26	Remove & Replace 5-inch HMA	7,778	SF	7.50	58,335.00
27	Remove & Replace 6-inch HMA	84,369	SF	7.50	632,767.50
28	Remove & Replace 8-inch HMA	40,705	SF	10.00	407,050.00
29	Remove & Replace 10-inch HMA	43,974	SF	16.00	703,584.00
30	6-inch Deep Lift Stabilization (Revocable)	12,640	SF	6.00	75,840.00
31	Keycut A1	26,201	LF	1.75	45,851.75
32	Keycut B1	1,567	LF	14.00	21,938.00
33	Cold Plane 1-inch	24,600	SF	0.50	12,300.00
34	Cold Plane 2-inch	200,617	SF	0.50	100,308.50
35	Cold Plane 2-1/4-inch	101,562	SF	0.65	66,015.30
36	Cold Plane 2-1/2-inch	272,846	SF	0.65	177,349.90
37	Cold Plane 3-1/2-inch	69,200	SF	0.75	51,900.00
38	Cold Plane 4-inch	15,220	SF	0.75	11,415.00
39	Cold Plane 5-inch	67,104	SF	0.90	60,393.60
40	Cold Plane 7-inch	15,220	SF	1.50	22,830.00

(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	350.00	700.00
42	Remove AC Fill from Gutter Pan	1	EA	750.00	750.00
43	Remove & Replace PCC Sidewalk	742	SF	25.00	18,550.00
44	Remove & Replace PCC Sidewalk (Revocable)	2,000	SF	40.00	80,000.00
45	Remove PCC Sidewalk, Backfill w/Top Soil & Mulch	30	SF	15.00	450.00
46	Remove & Replace PCC Curb (6-inch)	581	LF	50.00	29,050.00
47	Remove & Replace PCC Curb & Gutter (1- foot Gutter)	62	LF	125.00	7,750.00
48	Remove & Replace PCC Curb & Gutter (2- foot Gutter)	746	LF	135.00	100,710.00
49	Remove & Replace PCC Curb & Gutter (2- foot Gutter) (Revocable)	600	LF	135.00	81,000.00
50	Remove & Replace PCC Driveway (Residential)	98	SF	35.00	3,430.00
51	Remove & Replace PCC Raised Island	12	SF	70.00	840.00
52	Remove Island Passageway & Construct PCC Median Island	192	SF	70.00	13,440.00
53	Remove & Replace PCC Swale	27	LF	135.00	3,645.00
54	Construct Traffic Circle	3	EA	35,000.00	105,000.00
55	Construct Bulb-Out at Tree	3	EA	5,000.00	15,000.00
56	Wood Retaining Wall (12 Inches)	673	LF	50.00	33,650.00
57	Wood Retaining Wall (24 Inches)	200	LF	60.00	12,000.00
58	Relocate Roadside Sign	9	EA	200.00	1,800.00
59	Relocate Post w/ Ped Push Button	1	EA	8,840.00	8,840.00
60	Install R1-6 Sign	4	EA	425.00	1,700.00

(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	400.00	1,600.00
62	Install W16-7P Sign	4	EA	125.00	500.00
63	Remove Cross Drain Cover (Revocable)	1	EA	1,500.00	1,500.00
64	Install Cross Drain Cover (Revocable)	1	EA	1,500.00	1,500.00
65	Install Cross Drain Pipe Under Sidewalk (Revocable)	100	LF	75.00	7,500.00
66	Install Cross Drain Pipe Under Street (Revocable)	200	LF	450.00	90,000.00
67	Construct Cross Drain (Revocable)	20	EA	2,500.00	50,000.00
68	Reconstruct Top of Curb Inlet	1	EA	2,500.00	2,500.00
69	Reconstruct Curb Drain	2	EA	2,500.00	5,000.00
70	Reconstruct Top of Catch Basin	1	EA	2,500.00	2,500.00
71	Remove and Replace Catch Basin	1	EA	7,500.00	7,500.00
72	Install Edge Drain	1	LS	40,000.00	40,000.00
73	Install G-5 Frame & Cover Furnished By EBMUD	119	EA	100.00	11,900.00
74	Replace Water Valve Frame & Cover	2	EA	500.00	1,000.00
75	Replace Survey Monument Frame & Cover	1	EA	500.00	500.00
76	Remove & Replace HMA Around Utility Cover	1	EA	500.00	500.00
77	Lower Gas Valve Cover (Revocable)	39	EA	250.00	9,750.00
78	Lower Loop Detector Handhole Cover	8	EA	250.00	2,000.00
79	Lower Maintenance Hole Cover	188	EA	350.00	65,800.00
80	Lower Sewer Cleanout Cover	1	EA	350.00	350.00

(continued)

<u>Item No.</u>	<u>Description *</u>	<u>Estimated Quantity</u>	<u>Unit</u>	<u>Unit Cost</u>	<u>Total Cost</u>
81	Lower Survey Monument Cover	47	EA	250.00	11,750.00
82	Lower Water Valve Cover (Revocable)	208	EA	250.00	52,000.00
83	Adjust Electrical Box Cover to Finish Grade	8	EA	250.00	2,000.00
84	Adjust Gas Valve Cover to Finish Grade (Revocable)	53	EA	250.00	13,250.00
85	Adjust Loop Detector Handhole Cover to Finish Grade	8	EA	250.00	2,000.00
86	Adjust Junction Box to Finish Grade (Revocable)	30	EA	1,680.00	50,400.00
87	Adjust Maintenance Hole Cover to Finish Grade	191	EA	950.00	181,450.00
88	Adjust Sewer Cleanout Cover to Finish Grade	3	EA	950.00	2,850.00
89	Adjust Survey Monument Cover to Finish Grade	54	EA	675.00	36,450.00
90	Adjust Water Valve Cover to Finish Grade (Revocable)	243	EA	675.00	164,025.00
91	Monument Replacement	37	EA	1,200.00	44,400.00
92	Install Blue RPM at Fire Hydrant	88	EA	20.00	1,760.00
93	Install Yellow RPMs at Median	34	EA	20.00	680.00
94	4-inch White Line (Thermo)	2,458	LF	2.65	6,513.70
95	4-inch Yellow Line (Thermo)	50	LF	2.65	132.50
96	6-inch White Line (Thermo)	202	LF	4.00	808.00
97	6-inch Yellow Line (Thermo)	27	LF	4.00	108.00
98	8-inch White Line (Thermo)	1,503	LF	5.50	8,266.50
99	8-inch Yellow Line (Thermo)	671	LF	5.50	3,690.50
100	12-inch White Crosswalk/Limit Line (Thermo)	10,163	LF	8.00	81,304.00

(continued)

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



(continued)

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



(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	335.00	20,435.00
142	Pavement Marking "Type IV (L or R) Arrow" (Thermo)	44	EA	120.00	5,280.00
143	Pavement Marking "Type VI (L or R) Arrow" (Thermo)	1	EA	345.00	345.00
144	Pavement Marking "Bike Lane Arrow" (Thermo)	51	EA	40.00	2,040.00
145	Pavement Marking "Bicycle Boulevard Bike Lane Arrow" (Thermo)	10	EA	60.00	600.00
146	Pavement Marking "Bike Lane Symbol w/ Person" (Thermo)	47	EA	80.00	3,760.00
147	Pavement Marking "Bicycle Boulevard Bike Lane Symbol w/ Person" (Thermo)	10	EA	220.00	2,200.00
148	Pavement Marking "Shared Roadway Bicycle Marking" (Thermo)	102	EA	95.00	9,690.00
149	Pavement Marking "L" Parking Stall Symbol (Thermo)	34	EA	40.00	1,360.00
150	Pavement Marking "T" Parking Stall Symbol (Thermo)	53	EA	40.00	2,120.00
151	Pavement Marking "Rail Crossing Symbol" Legend (Thermo)	1	EA	575.00	575.00
152	Pavement Marking "Bicycle Loop Detector Symbol" (Thermo)	2	EA	30.00	60.00
153	Remove and Replace Cross Bike Marking	18	EA	175.00	3,150.00
154	Red Curb Paint	81	LF	8.00	648.00
155	Blue Curb Paint	18	LF	8.00	144.00
156	Green Pavement	3,476	SF	14.00	48,664.00
157	Remove and Replace White Delineator	58	EA	125.00	7,250.00
158	Remove and Replace Yellow Delineator	24	EA	125.00	3,000.00
159	Install Yellow Delineator	12	EA	105.00	1,260.00
160	Remove and Replace Tuff Curb	24	EA	435.00	10,440.00



(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	390.00	21,840.00
162	Install Hardened Centerline	120	LF	150.00	18,000.00
163	Remove In-Road Crosswalk Warning Light Can	1	EA	1,000.00	1,000.00
164	Remove & Replace Rubber Parking Bumper	1	EA	450.00	450.00
165	Remove & Replace Detector Loop	21	EA	600.00	12,600.00
166	Salvage Planter	10	EA	600.00	6,000.00
167	Install Salvaged Planter	10	EA	600.00	6,000.00
168	UPRR Permit and Requirements	1	LS	5,000.00	5,000.00
169	Remove & Replace Permeable Pavement and Base System	1	LS	90,000.00	90,000.00

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

170	Supplemental	1	LS	\$200,000.00	\$200,000.00
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TOTAL COST OF BID IN WORDS AND FIGURES: Eleven Million
Fifty-Six Thousand Six Hundred Forty-Nine Dollars and
Forty Cents/(\$ 11,056,649.40).

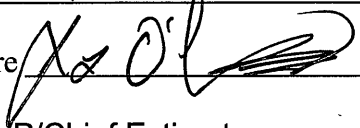
Note:

* 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 McGuire and Hester Address 9009 Railroad Avenue
Name Travis O'Connor Oakland, CA 94603
Signature  Phone (510)632-7676
Title VP/Chief Estimator Date April 2, 2026
Taxpayer I.D. No. 94-1074934 Corporation Yes No []

(The following spaces to be used by the City)

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

CITY OF BERKELEY

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

BIDDERS AND CONTRACTORS CHECKLIST

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

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

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

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

Items Required After Contract Award and Prior to Construction:

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

Items Required During Construction:

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

Items Required Upon Completion of Project:

- Guarantee Bond - 10%
- As-Built Drawings



EXPERIENCE AND FINANCIAL QUALIFICATIONS

The bidder has been engaged in the contracting business under State License Number 95879 for a period of 79 years.

The Bidder's three most recently completed contracts are:

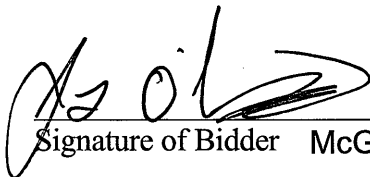
	I	II	III
Title of Project	SEE ATTACHED		
Owner			
Address			
Telephone No.			
Engineer in Charge			
Date Accepted			

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

Name of Bank City National Bank Address 2001 N. Main St., #200
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 Western Surety Company Address 2121 N. California St. #760
Walnut Creek, CA 94596



Travis O'Connor, VP/Chief Estimator

Signature of Bidder McGuire and Hester



Project Name: Sunrise Blvd. Rehab PH 2

Project Address: Rancho Cordova, CA

Project Description: McGuire and Hester was able to adjust the utilities along Sunrise Blvd for the City of Rancho Cordova. The scope of work has included demolition of storm drains, flatwork landscaping, and adjusting of appurtenances. Generally we have been installing new base materials, 2,700 CY of AB, 10,000 tons of HMA, 72,000 SY of CIP AC, 2,000 LF of new storm drain, 12,500 SF of flatwork, 18,000 LF of curb/ gutter, and nearly 85,000 SF of striping.

Project Data:

- Prime or Subcontractor: Prime
- Percent Self Performed: 54%
- Project Size (Gross Sq. Ft.): 1,070,000
- Original Contract Amount: \$10,520,105.00
- Final Contract Amount: \$10,985,815.00
- Amount of Change Orders: \$465,710.00
- Start Date: 9/09/2024
- Original Contract Completion Date: 4/04/2025
- Extended Contract Completion Date: 7/22/2025
- Actual Contract Completion Date: 7/22/2025

Owner: City Of Rancho Cordova

- Contact: Jesse Yabes
- Email: jyabes@cityofranhocordova.org
- Phone: 916-851-8959

Inspector of Record:

- Contact: Brandon Barker
- Email: bbarker@saiservices.com

Design Team Info:

- Construction Manager: Salaber Associates, Inc
 - Contact: Brian Ellis
 - Phone: 916-584-5315
 - Email: bellis@saiservices.com
- Civil Engineer: Bennett Engineering Services Inc
 - Contact: Sanford Wong
 - Phone: 916-783-4100
 - Email: swong@ben-en.com
- Architect: Bennett Engineering Services Inc
 - Contact: Lizzete Zavla
 - Phone: 916-783-4100
 - Email: lzavala@ben-en.com





M&H Team Info:

- Project Manager: Thomas Konwinski
- Project Engineer: Tim Hester
- Superintendent: Jeremy Cecil
- Area Manager: Jeffrey Hoebel
- Foreman: Jeremy Ramer



Project Name: Mace Blvd. Reconstruction

Project Address: Mace Blvd. Davis, CA

Project Description: The scope of work included the reconstruction of Mace Boulevard between Redbud Drive and Cowell Boulevard. This entailed reconstructing bikeway median curbs, pavement, excavation, curb and gutter, concrete flatwork, signage, striping, and pavement markers to accommodate modifications to the bikeway and travel lanes. At the intersection of Mace Boulevard and Cowell Boulevard, the signals and pedestrian crossings were modified to improve access for bicycles and pedestrians. Additionally, at the Mace Boulevard and San Marino intersection, the existing Pedestrian Hybrid Beacon has been modified to accommodate an all-way stop and a new pedestrian crosswalk.

Project Data:

- Prime or Subcontractor: Prime
- Percent Self Performed: 33%
- Project Size (Gross Sq. Ft.): 250,000
- Original Contract Amount: \$2,199,590.00
- Final Contract Amount: \$2,174,317.00
- Amount of Change Orders: (\$25,273)
- Start Date: 9/18/2023
- Original Contract Completion Date: 11/30/2023
- Extended Contract Completion Date: 11/30/2023
- Actual Contract Completion Date: 11/30/2023

Owner: City Of Davis

- Contact: Dianna Jensen
- Email: djensen@cityofdavis.org
- Phone: (530) 747-5846

Inspector of Record:

- Contact: Ken Pearce
- Phone: (530) 681-7913
- Email: kpearce@cityofdavis.org

Design Team Info:

- Civil Engineer: City of Davis
 - Contact: Melissa Marshall
 - Phone: (530) 747-5846
 - Email: mmarshall@cityofdavis.org





Project Name: As Needed Pavement Rehab Service

Project Address: Oakland, CA

Project Description: McGuire and Hester is improving transportation infrastructure through the Citywide Pavement Rehabilitation project in Oakland, CA. Scope includes pavement rehabilitation, base repair, slurry seal, crack sealing, and micro-surfacing across various city locations. Additional work involves sidewalk, curb, and gutter replacements, ADA-compliant curb ramps, traffic striping, and speed bump installations. Collaborating with city officials, we minimize disruptions while enhancing roadway safety, accessibility, and long-term serviceability for the community.

Project Data:

- Prime or Subcontractor: Prime
- Original Contract Amount: \$15,023,250.00
- Final Contract Amount: \$15,023,250.00
- Amount of Change Orders: (\$14,972,352.00)
- Start Date: 3/15/2023
- Original Contract Completion Date: 3/15/2025
- Actual Contract Completion Date: 3/15/2025

Owner: City Of Oakland

- Contact: Mastewal Cherinet
- Email: mcherinet@oaklandca.gov
- Phone: 510-238-4981

Inspector of Record: City Of Oakland

- Contact: Biniam Tesfazghi
- Phone: 415-722-1328
- Email: btesfazghi@oaklandca.gov

Design Team Info:

- Civil Engineer: City of Oakland
 - Contact: Wei Xie
 - Phone: (510) 852-3669
 - Email: wxie@oaklandca.gov

M&H Team Info:

- Project Manager: Neal Wilden
- Project Engineer: Fernando Izquierdo Bejarano
- Superintendent: Nate Fox
- Area Manager: Matthew Finley

TAXPAYER IDENTIFICATION REPORT

COMPANY NAME

McGuire and Hester

MAILING ADDRESS

9009 Railroad Avenue

Oakland, CA 94603

SOCIAL SECURITY NUMBER:

N/A

OR

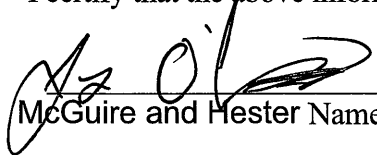
EMPLOYER IDENTIFICATION NUMBER:

94-1074934

My Company is a Corporation

My Company is not a Corporation

I certify that the above information is true and correct:



McGuire and Hester Name

Travis O'Connor, VP/Chief Estimator
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.

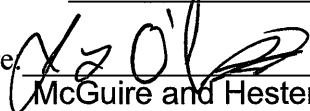
"Nuclear weapon" is any device, the intended explosion of which results from the energy released by reactions involving atomic nuclei, either fission or fusion or both. This definition of nuclear weapons includes the means of transporting, guiding, propelling or triggering the weapon if and only if such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

Signature:  Date: April 2, 2026

Business Entity: McGuire and Hester Corporation

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 McGuire and Hester (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: Travis O'Connor

Title: VP/Chief Estimator

Signature: 
McGuire and Hester

Date: April 2, 2026

Business Entity: Corporation

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: N/A

Date: _____

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



NOTICE REGARDING THE EQUAL BENEFITS ORDINANCE

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

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

The EBO is applicable to the following employers:

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

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

Compliance with the EBO

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

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

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

CITY OF BERKELEY
EQUAL BENEFITS ORDINANCE DISCLOSURE FORM

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

The EBO is applicable to the following employers:

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

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

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

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

Compliance with the EBO

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

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

Printed Name: Travis O'Connor Title: VP/Chief Estimator
Signature: [Handwritten Signature] Date: April 2, 2026
Business Entity: McGuire and Hester Corporation

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 McGuire and Hester (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:

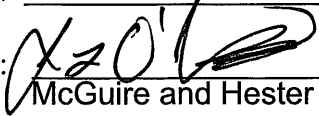
- a. "Data Broker" means either of the following:
 - i. The collection of information, including personal information about consumers, from a wide variety of sources for the purposes of reselling such information to their customers, which include both private-sector business and government agencies;
 - 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 _____ day of _____, 20__, at Oakland, California.

Printed Name: Travis O'Connor Title: VP/Chief Estimator
 Signed:  Date: April 2, 2026

 McGuire and Hester
 Business Entity: Corporation

BID BOND

KNOW ALL PERSONS BY THESE PRESENTS, That we McGuire and Hester
of 9009 Railroad Avenue, Oakland, CA 94603

_____, hereinafter referred to as the Principal, and
Western Surety Company

2121 N. California Blvd., Suite 760, Walnut Creek, CA 94596
as Surety, are held and firmly bound unto City of Berkeley

of Berkeley, CA

_____, hereinafter referred to as the Oblige, in the amount of
Ten Percent (10%) of the total amount of bid

_____ (-----), for the payment of which we bind ourselves, our legal representatives,
successors and assigns, jointly and severally, firmly by these presents.

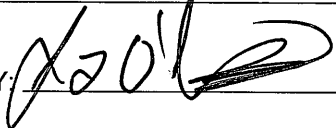
WHEREAS, Principal has submitted or is about to submit a proposal to Oblige on a contract for _____
FY 2026 STREET MAINTENANCE AND REHABILITATION PROJECT, SPECIFICATION NO. 26-11763-C.

NOW, THEREFORE, if the said contract be awarded to Principal and Principal shall, within such time as may be
specified, enter into the contract in writing and give such bond or bonds as may be specified in the bidding or
contract documents with surety acceptable to Oblige; or if Principal shall fail to do so, pay to Oblige the
damages which Oblige may suffer by reason of such failure not exceeding the penalty of this bond, then this
obligation shall be void; otherwise to remain in full force and effect.

SIGNED, SEALED AND DATED this 26th day of March, 2026.

Principal

McGuire and Hester

BY:  Travis O'Connor
VP/Chief Estimator

Surety

Western Surety Company

BY:  _____
Jacquelin Muro Silva, Attorney-in-Fact



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

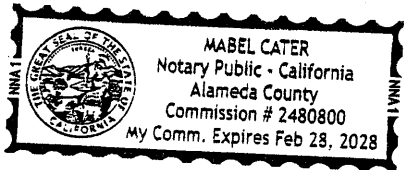
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Alameda)
On March 30, 2026 before me, Mabel Cater, Notary Public
Date Here Insert Name and Title of the Officer
Personally appeared Travis O'Connor
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.
Signature Mabel Cater
Signature of Notary Public



Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document Bid Bond Document Date 3/26/2026
Number of Pages Signer(s) Other Than Named Above

Capacity(ies) Claimed by Signer(s)

Signer's Name Travis O'Connor Signer's Name
[X] Corporate Officer—Title(s) VP/Chief Estimator [] Corporate Officer—Title(s)
[] Partner [] Limited [] General [] Partner [] Limited [] General
[] Individual [] Attorney in Fact [] Individual [] Attorney in Fact
[] Trustee [] Guardian or Conservator [] Trustee [] Guardian or Conservator
[] Other [] Other

Signer Is Representing McGuire and Hester Signer Is Representing



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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

State of California)
County of Contra Costa)

On 3/26/2026 before me, Christina Parsons, Notary Public

Date

Here Insert Name and Title of the Officer

personally appeared Jacquelin Muro Silva

Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature [Handwritten Signature]

Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

Corporate Officer — Title(s): _____

Partner — Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer Is Representing: _____

Signer's Name: _____

Corporate Officer — Title(s): _____

Partner — Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer Is Representing: _____

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 given in full. The list includes the names of the members of the committee, the names of the members of the sub-committee, and the names of the members of the advisory committee. The addresses are given in full, including the street, city, and state.

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Charles R Shoemaker, Kathleen West, Kelly Holtemann, Mark M Munekawa, Nerissa S Bartolome, Yvonne Roncagliolo, Patrick R Diebel, Karen Rhodes, Valerie Takeuchi, Erica Li, Christina Parsons, Zachary V Overbay, Andrew S Holloway, Rossio Polio, Lucy M Dunham, Christopher M Howell, Nathalia P Sholl, Jacquelin Muro Silva, Keith Lovitt, Individually

of San Francisco, CA, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the Authorizing By-Laws and Resolutions printed at the bottom of this page, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 24th day of February, 2026.



WESTERN SURETY COMPANY

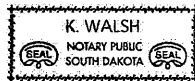
Larry Kasten, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 24th day of February, 2026, before me personally came Larry Kasten, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

December 4, 2031



K. Walsh, Notary Public

CERTIFICATE

I, Paula Kolsrud, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Laws and Resolutions of the corporation printed below this certificate are still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 26th day of March, 2026.



WESTERN SURETY COMPANY

Paula Kolsrud, Assistant Secretary

Authorizing By-Laws and Resolutions

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

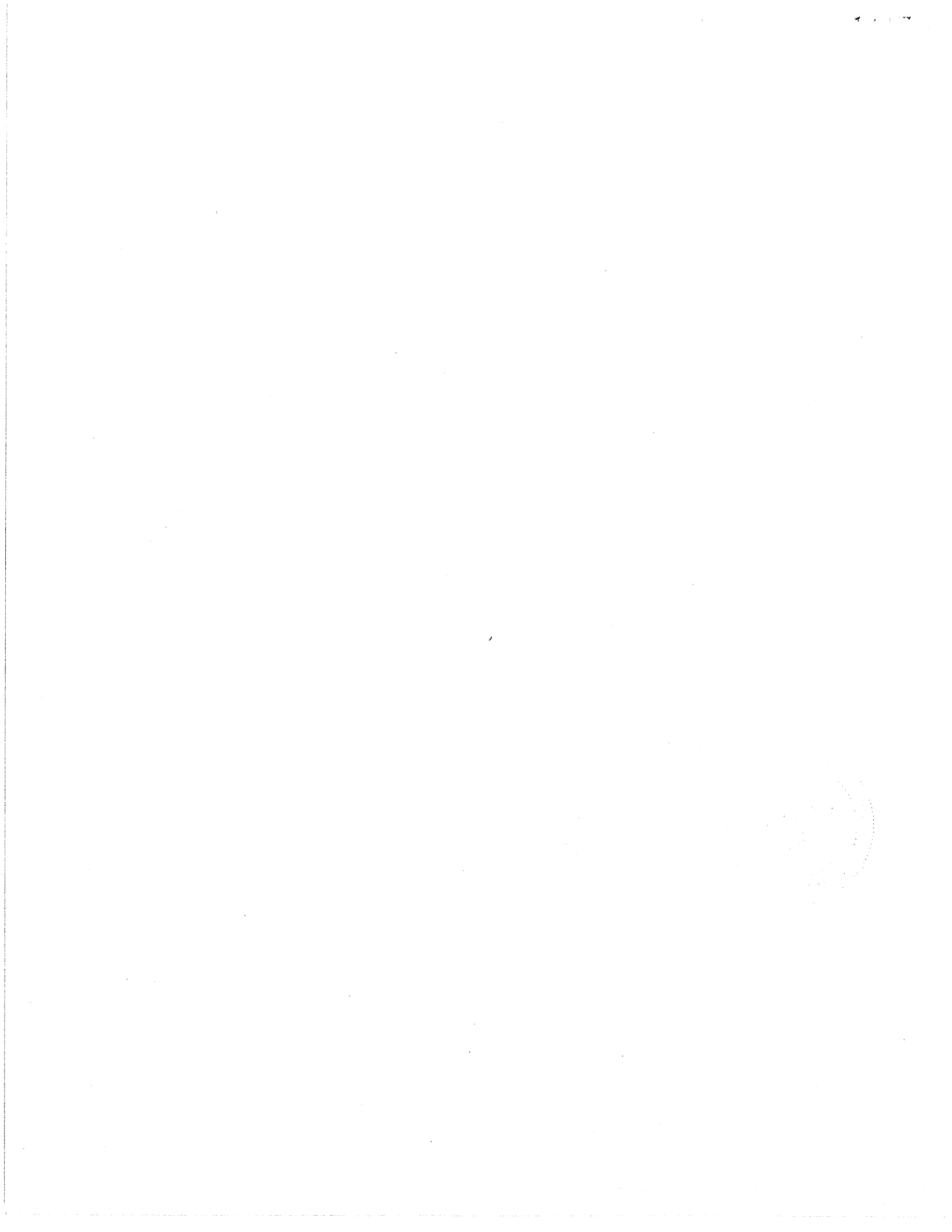
This Power of Attorney is signed by Larry Kasten, Vice President, who has been authorized pursuant to the above Bylaw to execute power of attorneys on behalf of Western Surety Company.

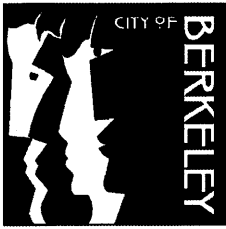
This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 27th day of April, 2022:

“RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company.”

Go to www.cnasurety.com > Owner / Oblige Services > Validate Bond Coverage, if you want to verify bond authenticity.

MCGUIRE AND HESTER





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?

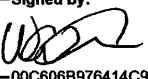


FY 2026 Street Maintenance and Rehabilitation Project, Specification No. 26-11763-C
Addendum No. 1
March 20, 2026

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.

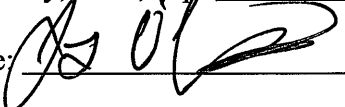
The Bid Opening time and date remains at 2:00 p.m., Thursday, April 02, 2026. All other provisions of the contract documents shall remain the same. **Bidders shall submit a signed acknowledgment of Addendum No. 1 along with their Bidder's Proposal. Failure to do so may result in bid rejection.**

Sincerely,

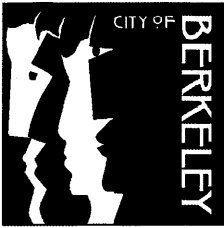
Signed by:  3/20/2026
00C606B976414C9...
Wahid Amiri
Interim Director of Public Works/Acting City Engineer

BIDDER'S ACKNOWLEDGEMENT:

FY 2026 Street Maintenance and Rehabilitation Project

Name of Company: McGuire and Hester
Address, City, State, Zip: 9009 Railroad Avenue, Oakland, CA 94603
Signature:  Title: VP/Chief Estimator
Print Name: Travis O'Connor Date: April 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:

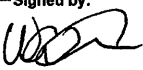
Questions and Responses:

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:


3/26/2026

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Wahid Amiri

Interim Director of Public Works/Acting City Engineer

MCGUIRE AND HESTER



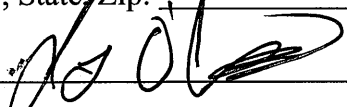
FY 2026 Street Maintenance and Rehabilitation Project, Specification No. 26-11763-C
Addendum No. 2
March 26, 2026

BIDDER'S ACKNOWLEDGEMENT:

FY 2026 Street Maintenance and Rehabilitation Project

Name of Company: McGuire and Hester

Address, City, State, Zip: 9009 Railroad Avenue, Oakland, CA 94603

Signature: 

Title: VP/Chief Estimator

Print Name: Travis O'Connor

Date: April 2, 2026

MCGUIRE AND HESTER

