

**STOP PAYMENT NOTICE ò PUBLIC WORKS
LEGAL NOTICE TO WITHHOLD CONSTRUCTION FUNDS**

(CA CIVIL CODE §§ 8044, 9350 et seq.)

TO: PUBLIC ENTITY (CA Civ. Code §§ 8036, 9354) DIRECT CONTRACTOR (CA Civ. Code § 8018) CONSTRUCTION LENDER, if any (CA Civ. Code § 8006)

NAME: _____
ADDRESS: _____

YOU ARE HEREBY NOTIFIED THAT (Claimant):

Name (Use correct legal name): _____

Address: _____

Relationship to the parties of the one giving this notice (subcontractor, supplier, describe if otherwise): _____

HAS FURNISHED WORK, LABOR, SERVICES, EQUIPMENT OR MATERIAL OF THE FOLLOWING GENERAL DESCRIPTION:

FOR THE BUILDING, STRUCTURE OR OTHER WORK OF IMPROVEMENT LOCATED AT THE FOLLOWING ADDRESS OR SITE OTHERWISE DESCRIBED SUFFICIENTLY FOR IDENTIFICATION:

Address: _____

or Description: _____

THE PERSON OR FIRM TO WHOM SUCH WORK, LABOR, SERVICES, EQUIPMENT OR MATERIAL IS PROVIDED:

Name: _____

Address: _____

THE VALUE OF THE WHOLE AMOUNT OF WORK, LABOR, SERVICES, EQUIPMENT AND/OR MATERIALS TO BE PROVIDED IS:

Amount:\$ _____

THE VALUE OF WORK, LABOR, SERVICES, EQUIPMENT OR MATERIAL PROVIDED TO DATE IS:

Amount:\$ _____

**CLAIMANT HAS BEEN PAID THE SUM OF \$ _____,
AND THERE REMAINS UNPAID AFTER DEDUCTING ALL JUST CREDITS AND OFFSETS THE SUM OF \$ _____,
TOGETHER WITH INTEREST AT THE RATE OF _____% PER ANNUM, FROM _____, _____ (date).**

UNDER CALIFORNIA CIVIL CODE § 9358 YOU ARE REQUIRED TO SET ASIDE SUFFICIENT FUNDS TO SATISFY THIS CLAIM WITH INTEREST, COURT COSTS AND REASONABLE COSTS OF LITIGATION, AS PROVIDED BY LAW. YOU ARE ALSO NOTIFIED THAT CLAIMANT CLAIMS AN EQUITABLE LIEN AGAINST ANY CONSTRUCTION FUNDS FOR THIS PROJECT WHICH ARE IN YOUR HANDS.

DATE: _____ **NAME OF CLAIMANT:** _____

(Firm Name)

BY: Jose Gutierrez
(Signature of Claimant or Authorized Agent)

VERIFICATION

I, _____, state: I am the _____ (Owner of, President of, Authorized Agent of, Partner of, etc.) the claimant named in the foregoing STOP PAYMENT NOTICE – PUBLIC WORKS. I have read said STOP PAYMENT NOTICE – PUBLIC WORKS and know the contents thereof; the same is true of my own knowledge.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on _____, _____ (date), at _____ (City), _____ (State).

Jose Gutierrez
(Signature of Claimant or Authorized Agent)

PROOF OF SERVICE DECLARATION

(CA Civil Code §§ 8100-8118)

I, _____, declare that I served copies of the above **STOP PAYMENT NOTICE – PUBLIC WORKS**, (check appropriate box):

- a. By personally delivering copies to _____ (name(s) and title(s) of person served) at _____ (address), on _____, _____ (date), at _____, _____ .m. (time)
- b. By Registered or Certified Mail, Express Mail or Overnight Delivery by an express service carrier, addressed to each of the parties at the address shown above on _____, _____ (date).
- c. By leaving the notice and mailing a copy in the manner provided in § 415.20 of the California Code of Civil Procedure for service of Summons and Complaint in a Civil Action.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on _____, _____ (date), at _____ (City), _____ (State).

Jose Gutierrez
(Signature of Person Making Service)

CONTRACT

HOPYARD ROAD AND OWENS DRIVE INTERSECTION IMPROVEMENTS PROJECT NO. 15525

THIS CONTRACT is made and entered into this 7th day of May, 2024 by and between Bay Cities Paving & Grading, Inc., ("Contractor"), whose address is 1450 Civic Court, Bldg. B, Ste. 400, Concord, CA 94520, and telephone number is (925) 687-6666 and the CITY OF PLEASANTON, a municipal corporation ("City").

WITNESSETH:

WHEREAS, the City has awarded to the Contractor a contract for **HOPYARD ROAD AND OWENS DRIVE INTERSECTION IMPROVEMENTS, PROJECT NO. 15525**,

NOW, THEREFORE, in consideration of the mutual promises set forth herein, the parties agree as follows:

1. Work to be Performed

The City of Pleasanton proposes to construct a southbound right-turn lane along Hopyard Road at the Owens Drive intersection. On the south side of the Hopyard Road/Owens Drive intersection, modifications include adding a second northbound left-turn lane and eliminating the northbound free right-turn lane. This project also includes adding a southbound bike lane to close the existing bike lane gap from the I-580 eastbound off-ramp intersection to 180 feet south of Owens Drive. The proposed improvements within State right of way require an encroachment permit from Caltrans.

This work will consist of, but is not limited to, traffic control, temporary striping, excavation of existing roadway and concrete sidewalks, driveways, and medians, landscaping and irrigation modification, tree removal, drainage systems, installation of concrete sidewalks, curbs, driveways and sound wall, cold planning, HMA overlay, slurry seal, sealcoat, pavement delineation, modifying lighting system and installation of traffic signal system.

Said work is more particularly shown in the following documents which are on file with the Public Works Department, Engineering Division of the City and are incorporated herein by this reference:

- A. Approved Plans and Specifications entitled the **HOPYARD ROAD AND OWENS DRIVE INTERSECTION IMPROVEMENTS, PROJECT NO. 15525**, and addenda thereto, if any.
- B. Contract Change Orders approved by the City Engineer, done in accordance with the Standard Specifications.

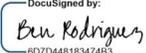
- C. The elements of the proposal submitted to the City by the Contractor, which the City has accepted.
2. Compensation. The City shall pay the Contractor for work actually performed at the unit prices set out in the Contractor's proposal to the City as set forth in Exhibit A of this agreement and incorporated herein. The quantities of work stated therein are estimates only; actual quantities will be measured for payment in accordance with the specifications.
3. Method of Payment.
 - A. Progress Payments. As of the twentieth day of each month, the Contractor may submit for review a request for progress payment, listing the amount and value of work actually performed during the preceding month, or part thereof. Upon the City Engineer's review and approval, including adjustments if any, City shall make a progress payment to the Contractor.
 - B. 5% Retention. Five percent (5%) of the amount due shall be retained by the City as retention. The City shall retain five percent (5%) of the contract amount for thirty-five (35) days after the Notice of Completion for the work is recorded. The Contractor may elect to receive 100 percent of payments due under the contract documents from time to time, without retention from any portion of the payment by the City, by depositing securities of equivalent value with the City in accordance with the provisions of Section 22300 of the California Public Contract Code. Such securities, if deposited by the Contractor, shall be valued by the City, whose decision on valuation of the securities shall be final. Securities eligible for investment under this provision shall be limited to those listed in Section 16430 of the California Government Code.
 - C. Time of Payment. Requests submitted promptly as of the 20th day of each month will be paid by the 10th day of the following month.

4. Incorporation of Contract Documents. This Contract expressly incorporates all terms and conditions contained in the Contract Documents. In the event there is any conflict between this Contract and the Contract Documents, this Contract shall control.
5. **Indemnification. Contractor shall indemnify, save and hold harmless from and defend the City, members of the City Council and their agents, servants and employees, against any and all claims, costs, demands, causes of action, suits, losses, expense or other detriment or liability arising from or out of acts or omissions of Contractor, its agents, sub-contractors, officials or employees, in connection with the execution of the work covered by this Contract or any amendments thereto.**
6. Certification re: Workers' Compensation. In accordance with Section 1861 of the California Labor Code, each contractor to whom a public works contract is awarded shall sign and file with the awarding body the following certification prior to performing the work of the contract: "I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract."
7. Department of Industrial Relations: Pursuant to Labor Code section 1771.1, the Bidder and its Subcontractors must be registered and qualified to perform public work pursuant to section 1725.5 of the Labor Code, subject to limited legal exceptions.
8. Independent Contractor. The Contractor is an independent contractor retained by the City to perform the work described herein. All personnel employed by the Contractor, including subcontractors, and personnel of said subcontractors, are not and shall not be employees of the City.

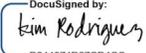
9. Warranty Against Defects. The Contractor hereby warrants all work done under this contract against all defects in materials and workmanship for a period of 12 months following City's acceptance of said work. If any defects occur within said 12 months, the Contractor shall be solely responsible for the correction of those defects.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the date and year first above written.

CONTRACTOR:

By: 
8F7D448183474B3

Its Authorized Agent

By: 
D844D74D67CD4CC

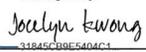
Its Authorized Agent
(Second signature required if a corporation)

CITY OF PLEASANTON:

By: 
8981458DB62C4A5

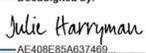
Gerry Beaudin, City Manager

ATTEST:


31845C89E5404C4

Jocelyn Kwong, City Clerk

APPROVED AS TO FORM:


AE408E85A637469

Daniel G. Sodergren, City Attorney

EXHIBIT A

BID PROPOSAL

**Hopyard Road and Owens Drive Intersection Improvements
Project No. 15525**

DATE: 03/20/2024

Proposal of BAY CITIES PAVING & GRADING, INC. (hereinafter called "Bidder") a Corporation organized and existing under the laws of the State California doing business as N/A, to the City of Pleasanton, City Clerk, 123 Main Street, Pleasanton, California (hereinafter called "City").

Ladies and Gentlemen:

The Bidder, in compliance with the invitation for bids for the **HOPYARD ROAD AND OWENS DRIVE INTERSECTION IMPROVEMENTS, PROJECT NO. 15525**, City of Pleasanton, having examined the Plans and Specifications and related documents and the premises of the proposed work, and being familiar with all of the conditions surrounding the construction of the proposed project including the availability of materials and supplies, declares that this proposal is made without collusion with any other person, firm or corporation and agrees to construct the project in accordance with the contract documents, within the time set forth therein, and at the prices stated below. These prices are to cover all expenses incurred in performing the work required under the Contract Documents, of which this Bid Proposal is a part.

Bidder shall agree to commence work under this Contract within fifteen (15) calendar days after the date of written "Notice to Proceed" and fully complete the project within one-hundred-eighty (180) working days after start of work. Bidder shall pay as liquidated damages in the sum of **\$4,800.00** per calendar day should the successful Bidder fail to complete the work within this time limit unless the successful Bidder is granted a time extension.

Bidder acknowledges receipt of the following addendum:

<u>No.</u>	<u>Date</u>	<u>No.</u>	<u>Date</u>
<u>1</u>	<u>03/04/2024</u>	_____	_____
<u>2</u>	<u>03/14/2024</u>	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Bidder to perform all of the work described in the Contract Documents for the total bid amount entered.

Item No.	Quantity (Approximate)	Unit of Measure	Item Description	Unit Price	Total
1	1	LS	CONSTRUCTION STAKING	\$ 19,000.00	\$ 19,000.00
2	1	LS	LEAD COMPLIANCE PLAN	\$ 2,500.00	\$ 2,500.00
3	1	LS	CONSTRUCTION AREA SIGNS	\$ 3,900.00	\$ 3,900.00
4	1	LS	TRAFFIC CONTROL SYSTEM	\$ 344,600.12	\$ 344,600.12
5	1	EA	TYPE III BARRICADE	\$ 140.00	\$ 140.00
6	140	SQFT	TEMPORARY PAVEMENT MARKING (PAINT)	\$ 4.00	\$ 560.00
7	12500	LF	TEMPORARY TRAFFIC STRIPE (PAINT)	\$ 2.00	\$ 25,000.00
8	50	EA	CHANNELIZER (SURFACE MOUNTED)	\$ 40.00	\$ 2,000.00
9	230	EA	TEMPORARY PAVEMENT MARKER	\$ 6.00	\$ 1,380.00
10	600	LF	TEMPORARY RAILING (TYPE K)	\$ 65.69	\$ 39,414.00
11	1	EA	TEMPORARY ALTERNATIVE CRASH CUSHION	\$ 4,500.00	\$ 4,500.00
12	1	LS	JOB SITE MANAGEMENT	\$ 45,862.35	\$ 45,862.35
13	1	LS	PREPARE WATER POLLUTION CONTROL PROGRAM	\$ 1,300.00	\$ 1,300.00
14	23	EA	RAIN EVENT ACTION PLAN	\$ 65.00	\$ 1,495.00
15	7	EA	STORM WATER SAMPLING AND ANALYSIS DAY	\$ 65.00	\$ 455.00

Item No.	Quantity (Approximate)	Unit of Measure	Item Description	Unit Price	Total
16	1	EA	STORM WATER ANNUAL REPORT	\$ 1,040.00	\$ 1,040.00
17	19	EA	TEMPORARY DRAINAGE INLET PROTECTION	\$ 250.00	\$ 4,750.00
18	490	LF	TEMPORARY FIBER ROLL	\$ 8.00	\$ 3,920.00
19	1	LS	STREET SWEEPING	\$ 225.54	\$ 225.54
20	1	LS	VIBRATION MONITORING PLAN	\$ 5,000.00	\$ 5,000.00
21	1	LS	CLEARING AND GRUBBING (LS)	\$ 25,639.43	\$ 25,639.43
22	28	EA	REMOVE TREE	\$ 1,000.00	\$ 28,000.00
23	1400	CY	ROADWAY EXCAVATION	\$ 159.49	\$ 223,286.00
24	76	CY	STRUCTURE EXCAVATION (SOUND WALL) (F)	\$ 99.51	\$ 7,562.76
25	21	CY	STRUCTURE BACKFILL (SOUND WALL) (F)	\$ 281.39	\$ 5,909.99
26	140	SQFT	DECOMPOSED GRANITE	\$ 11.00	\$ 1,540.00
27	9700	SQFT	LANDSCAPE SOIL PREPARATION	\$ 0.90	\$ 8,730.00
28	1	LS	PLANTING	\$ 41,500.00	\$ 41,500.00
29	1	LS	MULCH	\$ 15,000.00	\$ 15,000.00
30	1	LS	LANDSCAPE MAINTENANCE	\$ 6,000.00	\$ 6,000.00
31	1	LS	IRRIGATION	\$ 45,000.00	\$ 45,000.00
32	700	LF	2" PVC INSPECTION PIPE (SOUND WALL)	\$ 4.00	\$ 2,800.00
33	125	CY	IMPORTED TOPSOIL (CY)	\$ 130.00	\$ 16,250.00
34	740	CY	CLASS 4 AGGREGATE SUBBASE	\$ 84.18	\$ 62,293.20
35	400	CY	CLASS 2 AGGREGATE BASE (CY)	\$ 111.95	\$ 44,780.00
36	7500	SOFT	PARKING AREA SEAL	\$ 1.21	\$ 9,075.00
37	3290	TON	HOT MIX ASPHALT (TYPE A)(1/2")	\$ 144.58	\$ 475,668.20
38	400	TON	HOT MIX ASPHALT (TYPE A)(3/4")	\$ 251.75	\$ 100,700.00
39	28550	SQYD	COLD PLANE ASPHALT CONCRETE PAVEMENT	\$ 3.61	\$ 103,065.50
40	365	LF	24" CAST-IN-DRILLED-HOLE CONCRETE PILING (SOUND WALL)	\$ 294.00	\$ 107,310.00

Item No.	Quantity (Approximate)	Unit of Measure	Item Description	Unit Price	Total
41	30	CY	STRUCTURAL CONCRETE, PILE CAP (F)	\$ 1,578.42	\$ 47,352.60
42	19000	LB	BAR REINFORCING STEEL, RETAINING WALL (SOUND WALL) (F)	\$ 2.40	\$ 45,600.00
43	540	SQFT	SOUND WALL (MASONRY BLOCK) (F)	\$ 170.28	\$ 91,951.20
44	125	LF	12" REINFORCED CONCRETE PIPE	\$ 274.79	\$ 34,348.75
45	5	LF	24" REINFORCED CONCRETE PIPE	\$ 1,085.58	\$ 5,427.90
46	5	LF	3" SUBDRAIN	\$ 133.49	\$ 667.45
47	1510	LF	4" SUBDRAIN	\$ 39.91	\$ 60,264.10
48	6	EA	OFFSITE DRAIN THROUGH CURB	\$ 250.00	\$ 1,500.00
49	4	EA	DRAINAGE INLET	\$ 11,402.83	\$ 45,611.32
50	100	LF	REMOVE PIPE (LF)	\$ 54.19	\$ 5,419.00
51	4	EA	REMOVE CATCH BASIN	\$ 1,574.34	\$ 6,297.36
52	1	EA	ADJUST INLET	\$ 3,257.91	\$ 3,257.91
53	3	EA	ADJUST CAPPED SD MANHOLE TO GRADE	\$ 2,075.55	\$ 6,226.65
54	2200	LF	MINOR CONCRETE (CURB) (LF)	\$ 42.00	\$ 92,400.00
55	1100	LF	MINOR CONCRETE (CURB AND GUTTER) (LF)	\$ 89.50	\$ 98,450.00
56	60	SQYD	MINOR CONCRETE (DRIVEWAY) (SQYD)	\$ 465.70	\$ 27,942.00
57	600	SQYD	MINOR CONCRETE (SIDEWALK) (SQYD)	\$ 167.52	\$ 100,512.00
58	100	SQYD	MEDIAN AND ISLAND CONCRETE (SQYD)	\$ 180.83	\$ 18,083.00
59	180	SOYD	MINOR CONCRETE (SIDEWALK) (SQYD) (HACIENDA BUSINESS PARK DETAIL)	\$ 245.42	\$ 44,175.60
60	2080	LF	REMOVE CONCRETE CURB (LF)	\$ 21.10	\$ 43,888.00
61	200	SOYD	REMOVE CONCRETE SIDEWALK (SOYD)	\$ 111.41	\$ 22,282.00

Item No.	Quantity (Approximate)	Unit of Measure	Item Description	Unit Price	Total
62	160	SQYD	REMOVE CONCRETE ISLAND (PORTIONS) (SQYD)	\$ 134.99	\$ 21,598.40
63	35	SQYD	REMOVE CONCRETE DRIVEWAY (SQYD)	\$ 270.28	\$ 9,459.80
64	1170	LF	REMOVE CONCRETE (CURB AND GUTTER)	\$ 28.86	\$ 33,766.20
65	3	EA	ADJUST CITY WATER VALVE TO GRADE	\$ 1,537.40	\$ 4,612.20
66	8	EA	LOWER AND RAISE SD MANHOLE FRAME AND COVER	\$ 2,039.37	\$ 16,314.96
67	9	EA	LOWER AND RAISE CITY SS MANHOLE FRAME AND COVER	\$ 2,023.65	\$ 18,212.85
68	25	EA	LOWER AND RAISE CITY WATER VALVE	\$ 1,502.08	\$ 37,552.00
69	10	EA	LOWER AND RAISE DETECTOR HANDHOLE COVER	\$ 550.00	\$ 5,500.00
70	180	SQFT	PAINT CURB (2-COAT)	\$ 6.00	\$ 1,080.00
71	140	LF	REMOVE CHAIN LINK FENCE	\$ 5.00	\$ 700.00
72	240	EA	PAVEMENT MARKER (RETROREFLECTIVE)	\$ 6.00	\$ 1,440.00
73	4	EA	OBJECT MARKER	\$ 45.00	\$ 180.00
74	2	EA	REMOVE ROADSIDE SIGN	\$ 125.00	\$ 250.00
75	7	EA	RELOCATE ROADSIDE SIGN - ONE POST	\$ 250.00	\$ 1,750.00
76	9	EA	ROADSIDE SIGN - ONE POST	\$ 475.00	\$ 4,275.00
77	160	LF	CONCRETE BARRIER (TYPE 836SV)	\$ 449.43	\$ 71,908.80
78	1300	LF	DETAIL 9	\$ 1.20	\$ 1,560.00
79	7300	LF	DETAIL 12	\$ 1.20	\$ 8,760.00
80	1300	LF	DETAIL 25	\$ 1.30	\$ 1,690.00
81	900	LF	DETAIL 37B	\$ 1.50	\$ 1,350.00
82	2700	LF	DETAIL 38	\$ 1.75	\$ 4,725.00
83	760	LF	DETAIL 38A	\$ 1.50	\$ 1,140.00
84	4300	LF	DETAIL 39	\$ 1.25	\$ 5,375.00
85	1700	LF	DETAIL 39A	\$ 1.25	\$ 2,125.00
86	770	LF	DETAIL 40	\$ 1.05	\$ 808.50

Item No.	Quantity (Approximate)	Unit of Measure	Item Description	Unit Price	Total
87	730	LF	4" WHITE THERMOPLASTIC STRIPE	\$ 3.25	\$ 2,372.50
88	620	LF	12" WHITE THERMOPLASTIC STRIPE	\$ 9.50	\$ 5,890.00
89	14	EA	FIRE HYDRANT MARKER	\$ 30.00	\$ 420.00
90	1800	SQFT	THERMOPLASTIC CROSSWALK AND PAVEMENT MARKING	\$ 10.00	\$ 18,000.00
91	4900	SQFT	GREEN PAINT (BIKE LANE)	\$ 12.00	\$ 58,800.00
92	11400	LF	REMOVE THERMOPLASTIC TRAFFIC STRIPE	\$ 2.00	\$ 22,800.00
93	800	SQFT	REMOVE THERMOPLASTIC PAVEMENT MARKING	\$ 5.00	\$ 4,000.00
94	1	LS	MODIFYING LIGHTING SYSTEMS	\$ 38,950.00	\$ 38,950.00
95	1	LS	SIGNAL INSTALLATION	\$ 485,450.00	\$ 485,450.00
96	10000	SQFT	BASE REPAIR (DIG OUT 6 INCHES)	\$ 10.26	\$ 102,600.00
97	6000	SQFT	BASE REPAIR (DIG OUT 4 INCHES)	\$ 8.69	\$ 52,140.00
98	65	LF	METAL FENCE - TYPE A	\$ 215.00	\$ 13,975.00
99	19	LF	METAL FENCE - TYPE B	\$ 350.00	\$ 6,650.00
100	2	EA	METAL GATE	\$ 4,750.00	\$ 9,500.00
101	1	LS	STUCCO	\$ 30,000.00	\$ 30,000.00
102	1	LS	CONCRETE STEPPING PADS	\$ 1,506.37	\$ 1,506.37
103	280	LF	FURNISH AND INSTAL 1-1/2" PVC CONDUIT	\$ 45.50	\$ 12,740.00
104	1	LS	RELOCATE TRAFFIC PULL BOX	\$ 4,037.50	\$ 4,037.50
105	1	LS	ADJUST TRAFFIC PULL BOX	\$ 525.00	\$ 525.00
106	1	LS	MOBILIZATION	\$ 418,000.00	\$ 418,000.00
TOTAL				\$	\$ 4,183,298.00

(F) Denotes Final Pay Item

Note: The Bidder acknowledges that the total amount set forth above is for the entire project as represented by the Contract Documents regardless of itemization.

Attached is a bid guaranty bond duly completed by a guaranty company authorized to carry on business in the State of California in the amount of at least ten percent (10%) of the total amount of the bid, or alternately, there is attached a certified or cashier's check payable to the City in the amount of at least ten percent (10%) of the total amount of the bid.

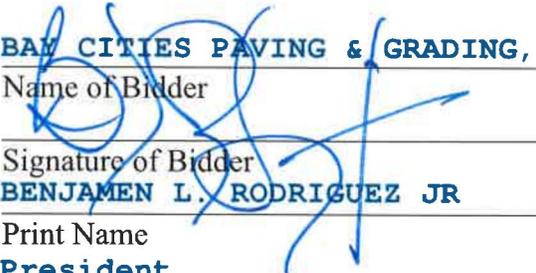
If this Bid Proposal is accepted, bidder agrees to sign the contract and to furnish the performance bond, labor and materials bond, maintenance bond, and the required evidences of insurance within ten (10) working days after receiving written notice of the award of the contract. If bidder fails to contract as provided herein or fails to provide the bonds and/or evidence of insurance, the City may at its option, determine the acceptance thereof shall be null and void, and the forfeiture of such security accompanying this Bid Proposal shall operate and the same shall be the property of the City of Pleasanton.

This Bid Proposal shall be good and may not be modified, withdrawn or canceled for a period of ninety (90) calendar days after the date of the City's opening of bids.

Bidder hereby certifies that the licensing information hereinafter stated is true and correct. Bidder further agrees, if the bid is accepted and a contract for performance of the work is entered into with the City, to so plan work and to prosecute it with such diligence that the work shall be completed within the time stipulated in the agreement. Under the penalty of perjury bidder affirms that, to the best of bidder's knowledge, the representations made in this bid are true.

Bidders are required by law to be licensed and regulated by the contractors' State License Board. Any questions concerning a contractor may be referred to the Registrar, Contractors' State License Board.

It is a misdemeanor for any person to submit a bid to a public agency in order to engage in the business or act in the capacity of a contractor within this state without having a license therefor, except for specific cases outlined in Business and Professions Code, Section 7028.15.

BAY CITIES PAVING & GRADING, INC.	238650
Name of Bidder	Contractor's License Number
	06/30/2025
Signature of Bidder	Expiration Date
BENJAMEN L. RODRIGUEZ JR	1450 CIVIC COURT, BLDG B, STE. 400
Print Name	Address of Bidder
President	CONCORD 94520 CA
Title of Signatory	(925) 687-6666
California	Telephone Number
State of Incorporation	ESTIMATING@BAYCITIES.US
1000005981	Contractor's Email Address
DIR Registration Number	

**CITY OF PLEASANTON
SURETY BOND INFORMATION REPORT**

Please complete the following information regarding your bonding company:

NAME Travelers Casualty and Surety Company of America BEST'S RATING: A++

BROKERAGE FIRM:

CO. NAME: <u>Woodruff Sawyer Company</u>
ADDRESS: <u>2121 N. California Blvd., Ste. 625</u>
CONTACT: <u>Walnut Creek, CA 94596 415-399-6349</u>
PHONE #: <u>Walnut Creek, CA 94596 415-399-6349</u>

MAILING ADDRESS 100 California St., Ste. 300, San Francisco, CA 94111

STREET ADDRESS Same as Above

CONTACT PERSON Kathleen Earle

TELEPHONE NUMBER 415-366-6349

This section is to be completed by City staff:

PROJECT ENGINEER: SM Saklaen AWARD DATE 05/07/24

CIP, ACCOUNT OR PROJECT NUMBER: 15525 CONTRACT NO. _____

PROJECT NAME OR DESCRIPTION: Hopyard Road and Owens Drive Intersection Improvements

DEVELOPER OR CONTRACTOR NAME: Bay Cities Paving & Grading, Inc. BUSINESS LICENSE NO. _____

CIRCLE BOND TYPE(S):	PERFORMANCE	LABOR & MATERIAL	PAYMENT	MAINTENANCE
	BOND NUMBER		BOND AMOUNT	RELEASED DATE
PERFORMANCE	_____		_____	_____
LABOR & MATERIAL	_____		_____	_____
PAYMENT	_____		_____	_____
MAINTENANCE	_____		_____	_____

COPIES:
Project Engineer (File)
Management Analyst
Business License Office
City Clerk's Office

WARRANTY EXPIRATION: _____ APPROVED _____

Premium: \$22,381.00

Bond No. 107973825

CONTRACTOR'S BOND FOR FAITHFUL PERFORMANCE

KNOW ALL PERSONS BY THESE PRESENTS:

Whereas, The City Council of the City of Pleasanton, State of California, and Bay Cities Paving & Grading, Inc. ("Principal") have entered into an agreement whereby Principal agrees to install and complete certain designated public improvements, which said agreement, dated May 7, 2024, and identified as **HOPYARD ROAD AND OWENS DRIVE INTERSECTION IMPROVEMENTS, PROJECT NO. 15525**, is hereby referred to and made a part hereof; and

Whereas, Said Principal is required under the terms of said agreement to furnish a bond for the faithful performance of said agreement.

Now, therefore, we, Principal and Travelers Casualty and Surety Company of America ("Surety"), are held and firmly bound unto the City of Pleasanton, in the penal sum of Four Million One Hundred Eighty Three* dollars (\$ 4,183,298.00) lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, successors, executors and administrators, jointly and severally, firmly by these presents.

*Thousand Two Hundred Ninety Eight and No/100----

The condition of this obligation is such that if the above bounded Principal, Principal's heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and provisions in the said agreement and any alteration thereof made as therein provided, on Principal's part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless City of Pleasanton, its officers, agents and employees, as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

As a part of the obligation secured hereby and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by City of Pleasanton in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the agreement or to the work to be performed thereunder or the specifications accompanying the same shall in anywise affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the agreement or to the work or to the specifications.

In witness whereof, this instrument has been duly executed by the Principal(s) and Surety above named, on May 8, 2024 ..

Bond No. 107973825

Contractor

By: Bay Cities Paving & Grading, Inc.

By: *Ben Rodriguez Jr, President*

Date Signed: 8/10/2024

Surety

By: Travelers Casualty and Surety Company of America

By: *Kathleen Earle*
Kathleen Earle, Attorney-in-Fact

Travelers Casualty and Surety Company of America

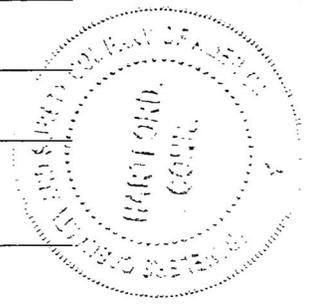
Surety Address

100 California St., Ste. 300

San Francisco, CA 94111

415-732-1443

Surety's Phone No.



(attach acknowledgments)

California All-Purpose Certificate of 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

} s.s.

On May 10th, 2024 before me, Julie Lomeli, Notary Public
Name of Notary Public, Title

personally appeared Ben L. Rodriguez, Jr.
Name of Signer (1)

Name of Signer (2)

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.

Julie Lomeli
Signature of Notary Public



Seal

OPTIONAL INFORMATION

Although the information in this section is not required by law, it could prevent fraudulent removal and reattachment of this acknowledgment to an unauthorized document and may prove useful to persons relying on the attached document.

Description of Attached Document

The preceding Certificate of Acknowledgment is attached to a document titled/for the purpose of _____

containing _____ pages, and dated _____

The signer(s) capacity or authority is/are as:

- Individual(s)
- Attorney-in-fact
- Corporate Officer(s) _____
Title(s)
- Guardian/Conservator
- Partner - Limited/General
- Trustee(s)
- Other: _____

representing: _____
Name(s) of Person(s) Entity(ies) Signer is Representing

Additional Information	
Method of Signer Identification	
Proved to me on the basis of satisfactory evidence:	
<input type="checkbox"/> form(s) of identification	<input type="checkbox"/> credible witness(es)
Notarial event is detailed in notary journal on:	
Page # _____	Entry # _____
Notary contact: _____	
Other	
<input type="checkbox"/> Additional Signer	<input type="checkbox"/> Signer(s) Thumbprints(s)
<input type="checkbox"/> _____	_____

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 05/08/2024 before me, Lucy Michelle Dunham, Notary Public
Date Here Insert Name and Title of the Officer
personally appeared Kathleen Earle
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 Lucy Michelle Dunham
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____ Document Date: _____
Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____



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

POWER OF ATTORNEY

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

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st** day of **April, 2021**.



State of Connecticut

City of Hartford ss.

By: 
Robert L. Raney, Senior Vice President

On this the **21st** day of **April, 2021**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

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

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




Anna P. Nowik, Notary Public

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

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

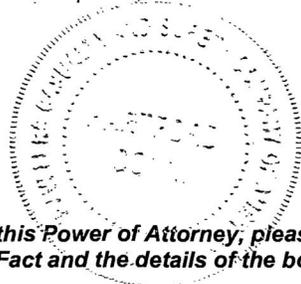
FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing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

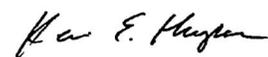
FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice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

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

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

Dated this **8th** day of **May**, **2024**




Kevin E. Hughes, Assistant Secretary

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

Premium Included in
Performance Bond

Bond No. 107973825

LABOR AND MATERIAL BOND

Whereas, the City Council of the City of Pleasanton, State of California, and Bay Cities Paving & Grading, Inc. ("Principal") have entered into an agreement whereby Principal agrees to install and complete certain designated public improvements, which agreement, dated May 7, 2024, and identified as **HOPYARD ROAD AND OWENS DRIVE INTERSECTION IMPROVEMENTS, PROJECT NO. 15525**, is hereby referred to and made a part hereof; and

Whereas, Under the terms of the agreement, Principal is required before entering upon the performance of the work, to file a good and sufficient payment bond with the City of Pleasanton to secure the claims to which reference is made in Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code.

Now, therefore, Principal and the undersigned as corporate surety, are held firmly bound unto the City of Pleasanton and all contractors, subcontractors, laborers, material suppliers, and other persons employed in the performance of the agreement and referred to in Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code in the sum of Four Million One Hundred Eighty Three Thousand* dollars (\$ 4,183,298.00), for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to this work or labor, that the surety will pay the same in an amount not exceeding the amount hereinabove set forth, and also in case suit is brought upon this bond, will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by City of Pleasanton in successfully enforcing this obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered.

*Two Hundred Ninety Eight and No/100—

It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons, companies, and corporations entitled to file claims under Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

Should the condition of this bond be fully performed, then this obligation shall become null and void, otherwise it shall be and remain in full force and effect.

The surety hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the agreement or the specifications accompanying the same shall in any manner affect its obligations on this bond, and it does hereby waive notice of any such change, extension, alteration, or addition.

In witness whereof, this instrument has been duly executed by Principal and surety above named, on May 8, 2024.

Bay Cities Paving & Grading, Inc.

Principal

By:

Ben Rodriguez Jr., President

5/10/2024

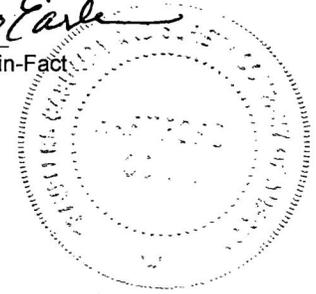
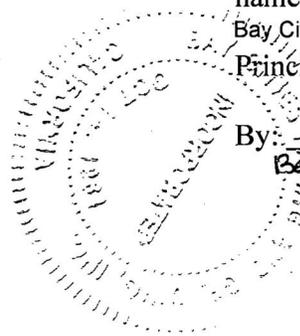
(Signature of Principal and Surety must be notarized)

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Travelers Casualty and Surety Company of America
Surety

By:

Kathleen Earle
Kathleen Earle, Attorney-in-Fact



California All-Purpose Certificate of 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

} S.S.

On May 10th, 2024 before me, Julie Lomeli, Notary Public
Name of Notary Public, Title

personally appeared Ben L. Rodriguez, Jr.
Name of Signer (1)

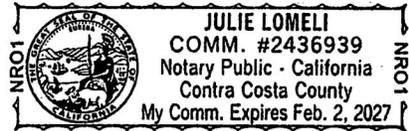
Name of Signer (2)

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.

Julie Lomeli
Signature of Notary Public



Seal

OPTIONAL INFORMATION

Although the information in this section is not required by law, it could prevent fraudulent removal and reattachment of this acknowledgment to an unauthorized document and may prove useful to persons relying on the attached document.

Description of Attached Document

The preceding Certificate of Acknowledgment is attached to a document titled/for the purpose of _____

containing _____ pages, and dated _____

The signer(s) capacity or authority is/are as:

- Individual(s)
- Attorney-in-fact
- Corporate Officer(s) _____
Title(s)

- Guardian/Conservator
- Partner - Limited/General
- Trustee(s)
- Other: _____

representing: _____
Name(s) of Person(s) Entity(ies) Signer is Representing

Additional Information

Method of Signer Identification

Proved to me on the basis of satisfactory evidence:
 form(s) of identification credible witness(es)

Notarial event is detailed in notary journal on:

Page # _____ Entry # _____

Notary contact: _____

Other

Additional Signer Signer(s) Thumbprints(s)

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)

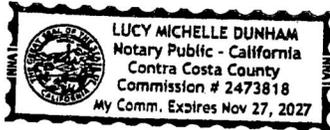
On 05/08/2024 before me, Lucy Michelle Dunham, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Kathleen Earle
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 Lucy Michelle Dunham
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

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

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

- Corporate Officer — Title(s): _____
- Partner — Limited General
- Individual Attorney in Fact
- Trustee Guardian or Conservator
- Other: _____

Signer Is Representing: _____

Signer's Name: _____

- Corporate Officer — Title(s): _____
- Partner — Limited General
- Individual Attorney in Fact
- Trustee Guardian or Conservator
- Other: _____

Signer Is Representing: _____



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

POWER OF ATTORNEY

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

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st** day of **April, 2021**.



State of Connecticut

By: 
Robert L. Raney, Senior Vice President

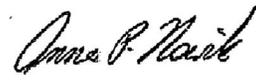
City of Hartford ss.

On this the **21st** day of **April, 2021**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

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

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




Anna P. Nowik, Notary Public

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

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

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

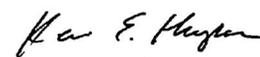
FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice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

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

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

Dated this **8th** day of **May**, **2024**




Kevin E. Hughes, Assistant Secretary

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

Premium Included in
Performance Bond

Bond No. Bond No. 107973825

CONTRACTOR'S BOND FOR ONE YEAR MAINTENANCE

HOPYARD ROAD AND OWENS DRIVE INTERSECTION IMPROVEMENTS PROJECT NO. 15525

KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS, the City of Pleasanton has awarded and Bay Cities Paving & Grading, Inc. _____ ("Contractor") is about to execute a Contract for the above-referenced Project ("Contract") and the terms thereof, which are incorporated herein by reference, require the furnishing of a bond with said Contract providing for maintenance for a period of one (1) year from the date of acceptance by the City Council of said contract by the Contractor.

NOW, THEREFORE, WE, Contractor and Travelers Casualty and Surety Company of America ("Surety"), are held firmly bound unto the City of Pleasanton, as Agency in the penal sum of: Four Hundred Eighteen Thousand Three Hundred Twenty Nine and 80/100--- DOLLARS, (\$ 418,329.80), lawful money of the United States of America, said sum being ten percent (10%) of the estimated amount payable by Agency under the terms of the contract, for payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, jointly and severally, firmly by these presents.

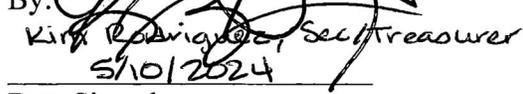
THE CONDITION OF THIS OBLIGATION is such that if the above bounden Bay Cities Paving & Grading, Inc., Principal(s), within a period of one (1) year after the completion and acceptance of the project fulfills the provisions of the Contract and complies with any necessary repairs or replacement of faulty materials to the **HOPYARD ROAD AND OWENS DRIVE INTERSECTION IMPROVEMENTS, PROJECT NO. 15525**, and related facilities, then the above obligation shall be void; otherwise to remain in full force and effect.

No cancellation or termination of this bond by Surety shall be effective unless thirty (30) days prior written notice thereof has been delivered to the City Engineer, provided that no cancellation or termination shall affect any liability incurred or accrued hereunder prior to the expiration of said thirty (30) day period or any work performed under any Contract issued by the City.

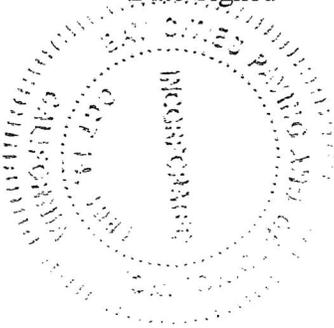
This bond is executed in accordance with the rules, regulations, standards, specifications and policies of the City of Pleasanton.

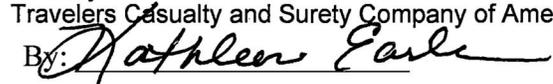
Bond No. Bond No. 107973825

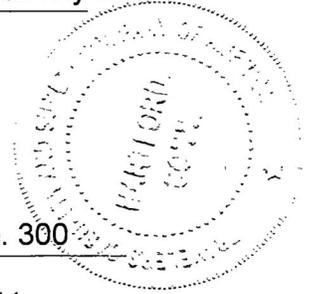
IN WITNESS WHEREOF, the Principal(s) and Surety have caused these presents to be executed, and corporate names and seals to be hereunto attached by proper officers hereunto duly authorized, the day and year first herein-above written.

Contractor
Bay Cities Paving & Grading, Inc.
By: 
Ben Rodriguez Jr., President
By: 
Kirk Rodriguez, Secy/Treasurer
5/10/2024

Date Signed



Surety
Travelers Casualty and Surety Company of America
By: 
By: Kathleen Earle, Attorney-in-Fact



Surety Address:

100 California St., Ste. 300

San Francisco, CA 94111

Surety Phone No: (415) 732-1443

(attach acknowledgments)

California All-Purpose Certificate of 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

} S.S.

On May 10th, 2024 before me, Julie Lomeli, Notary Public
Name of Notary Public, Title

personally appeared Ben L. Rodriguez, Jr.
Name of Signer (1)

Name of Signer (2)

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.

Julie Lomeli
Signature of Notary Public



Seal

OPTIONAL INFORMATION

Although the information in this section is not required by law, it could prevent fraudulent removal and reattachment of this acknowledgment to an unauthorized document and may prove useful to persons relying on the attached document.

Description of Attached Document

The preceding Certificate of Acknowledgment is attached to a document titled/for the purpose of _____

containing _____ pages, and dated _____

The signer(s) capacity or authority is/are as:

- Individual(s)
- Attorney-in-fact
- Corporate Officer(s) _____
Title(s)
- Guardian/Conservator
- Partner - Limited/General
- Trustee(s)
- Other: _____

representing: _____
Name(s) of Person(s) Entity(ies) Signer is Representing

Additional Information	
Method of Signer Identification	
Proved to me on the basis of satisfactory evidence:	
<input type="checkbox"/> form(s) of identification	<input type="checkbox"/> credible witness(es)
Notarial event is detailed in notary journal on:	
Page # _____	Entry # _____
Notary contact: _____	
Other	
<input type="checkbox"/> Additional Signer	<input type="checkbox"/> Signer(s) Thumbprints(s)
<input type="checkbox"/> _____	_____

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)

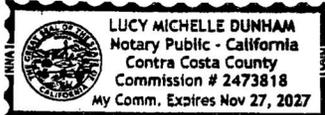
On 05/08/2024 before me, Lucy Michelle Dunham, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Kathleen Earle
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature [Handwritten Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____ Document Date: _____
Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____



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

POWER OF ATTORNEY

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

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st** day of **April, 2021**.



State of Connecticut

City of Hartford ss.

On this the **21st** day of **April, 2021**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

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

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



Anna P. Nowik, Notary Public

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

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

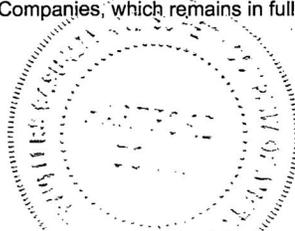
FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing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

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

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

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

Dated this **8th** day of **May**, 20**24**



Kevin E. Hughes, Assistant Secretary

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

POLICY NUMBER: VTC2JCAP3K990294TIL23

COMMERCIAL AUTO

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED – PRIMARY AND NON-CONTRIBUTORY WITH OTHER INSURANCE

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

PROVISIONS

- 1. The following is added to Paragraph A.1.c., Who Is An Insured, of SECTION II – COVERED AUTOS LIABILITY COVERAGE:**

This includes any person or organization who you are required under a written contract or agreement between you and that person or organization, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to name as an additional insured for Covered Autos Liability Coverage, but only for damages to which this insurance applies and only to the extent of that person's or organization's liability for the conduct of another "insured".

- 2. The following is added to Paragraph B.5., Other Insurance of SECTION IV – BUSINESS AUTO CONDITIONS:**

Regardless of the provisions of paragraph a. and paragraph d. of this part **5. Other Insurance**, this insurance is primary to and non-contributory with applicable other insurance under which an additional insured person or organization is the first named insured when the written contract or agreement between you and that person or organization, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, requires this insurance to be primary and non-contributory.

POLICY NUMBER: VTC2JCO3K990282TIL23

COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**XTEND ENDORSEMENT FOR CONTRACTORS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to this Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- | | |
|--|---|
| <p>A. Who Is An Insured – Unnamed Subsidiaries</p> <p>B. Blanket Additional Insured – Governmental Entities – Permits Or Authorizations Relating To Operations</p> | <p>C. Incidental Medical Malpractice</p> <p>D. Blanket Waiver Of Subrogation</p> <p>E. Contractual Liability – Railroads</p> <p>F. Damage To Premises Rented To You</p> |
|--|---|

PROVISIONS**A. WHO IS AN INSURED – UNNAMED SUBSIDIARIES**

The following is added to **SECTION II – WHO IS AN INSURED**:

Any of your subsidiaries, other than a partnership, joint venture or limited liability company, that is not shown as a Named Insured in the Declarations is a Named Insured if:

- a. You are the sole owner of, or maintain an ownership interest of more than 50% in, such subsidiary on the first day of the policy period; and
- b. Such subsidiary is not an insured under similar other insurance.

No such subsidiary is an insured for "bodily injury" or "property damage" that occurred, or "personal and advertising injury" caused by an offense committed:

- a. Before you maintained an ownership interest of more than 50% in such subsidiary; or
- b. After the date, if any, during the policy period that you no longer maintain an ownership interest of more than 50% in such subsidiary.

For purposes of Paragraph 1. of Section II – Who Is An Insured, each such subsidiary will be deemed to be designated in the Declarations as:

- a. An organization other than a partnership, joint venture or limited liability company; or
- b. A trust;

as indicated in its name or the documents that govern its structure.

B. BLANKET ADDITIONAL INSURED – GOVERNMENTAL ENTITIES – PERMITS OR AUTHORIZATIONS RELATING TO OPERATIONS

The following is added to **SECTION II – WHO IS AN INSURED**:

Any governmental entity that has issued a permit or authorization with respect to operations performed by you or on your behalf and that you are required by any ordinance, law, building code or written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of such operations.

The insurance provided to such governmental entity does not apply to:

- a. Any "bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the governmental entity; or
- b. Any "bodily injury" or "property damage" included in the "products-completed operations hazard".

COMMERCIAL GENERAL LIABILITY

C. INCIDENTAL MEDICAL MALPRACTICE

1. The following replaces Paragraph **b.** of the definition of "occurrence" in the **DEFINITIONS** Section:

- b. An act or omission committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to a person, unless you are in the business or occupation of providing professional health care services.

2. The following replaces the last paragraph of Paragraph **2.a.(1)** of **SECTION II – WHO IS AN INSURED**:

Unless you are in the business or occupation of providing professional health care services, Paragraphs **(1)(a), (b), (c)** and **(d)** above do not apply to "bodily injury" arising out of providing or failing to provide:

- (a) "Incidental medical services" by any of your "employees" who is a nurse, nurse assistant, emergency medical technician or paramedic; or

- (b) First aid or "Good Samaritan services" by any of your "employees" or "volunteer workers", other than an employed or volunteer doctor. Any such "employees" or "volunteer workers" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

3. The following replaces the last sentence of Paragraph **5.** of **SECTION III – LIMITS OF INSURANCE**:

For the purposes of determining the applicable Each Occurrence Limit, all related acts or omissions committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to any one person will be deemed to be one "occurrence".

4. The following exclusion is added to Paragraph **2., Exclusions,** of **SECTION I – COVERAGES – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

Sale Of Pharmaceuticals

"Bodily injury" or "property damage" arising out of the violation of a penal statute or ordinance relating to the sale of

pharmaceuticals committed by, or with the knowledge or consent of, the insured.

5. The following is added to the **DEFINITIONS** Section:

"Incidental medical services" means:

- a. Medical, surgical, dental, laboratory, x-ray or nursing service or treatment, advice or instruction, or the related furnishing of food or beverages; or

- b. The furnishing or dispensing of drugs or medical, dental, or surgical supplies or appliances.

6. The following is added to Paragraph **4.b., Excess Insurance,** of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

This insurance is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to any of your "employees" for "bodily injury" that arises out of providing or failing to provide "incidental medical services" to any person to the extent not subject to Paragraph **2.a.(1)** of Section II – Who Is An Insured.

D. BLANKET WAIVER OF SUBROGATION

The following is added to Paragraph **8., Transfer Of Rights Of Recovery Against Others To Us,** of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

If the insured has agreed in a contract or agreement to waive that insured's right of recovery against any person or organization, we waive our right of recovery against such person or organization, but only for payments we make because of:

- a. "Bodily injury" or "property damage" that occurs; or
 - b. "Personal and advertising injury" caused by an offense that is committed;

subsequent to the execution of the contract or agreement.

E. CONTRACTUAL LIABILITY – RAILROADS

1. The following replaces Paragraph **c.** of the definition of "insured contract" in the **DEFINITIONS** Section:

- c. Any easement or license agreement;

COMMERCIAL GENERAL LIABILITY

2. Paragraph **f.(1)** of the definition of "insured contract" in the **DEFINITIONS** Section is deleted.

F. DAMAGE TO PREMISES RENTED TO YOU

The following replaces the definition of "premises damage" in the **DEFINITIONS** Section:

"Premises damage" means "property damage" to:

- a. Any premises while rented to you or temporarily occupied by you with permission of the owner; or
- b. The contents of any premises while such premises is rented to you, if you rent such premises for a period of seven or fewer consecutive days.

CALIFORNIA PRELIMINARY NOTICE

(Public or Private Works)

THIS NOTICE IS GIVEN IN ACCORDANCE WITH CALIFORNIA CIVIL CODE SECTIONS 8034(a), 8102, 8106-8118, AND:
SECTIONS 8200 ET SEQ. – PRIVATE WORKS/SECTIONS 9300 ET SEQ. - PUBLIC WORKS
THIS IS NOT A REFLECTION ON THE INTEGRITY OF ANY CONTRACTOR OR SUBCONTRACTOR.

TO: Owner or Reputed Owner (name and address) City of Pleasanton DPW 200 Old Bernal Ave Pleasanton, CA 94566	Direct Contractor or Reputed Direct Contractor (name and address) Bay Cities Paving & Grading, Inc. 1450 Civic Court, Building B #400 Concord, CA 94520	Construction Lender or Reputed Construction Lender, if any (name and address) (Address shown on the construction loan agreement or construction trust deed.) Construction Loan No. _____ (if known)
		Optional persons to whom notice may be given (name and address):
Your customer, if not the direct contractor:	Subcontractor, if other than your customer:	Payment Bond Surety (provide bond number if known):

RECEIVED

YOU ARE HEREBY NOTIFIED THAT CLAIMANT:

Your name and address:

Farwest Safety, Inc.
226 N Main Street
Lodi CA 95240

SEP 03 2024

CITY CLERK OFFICE

Relationship to the parties of the person or entity giving this notice: ___ direct contractor ___ subcontractor X tier subcontractor ___ supplier

HAS PROVIDED OR WILL PROVIDE WORK, LABOR, SERVICES, EQUIPMENT OR MATERIAL OF THE FOLLOWING GENERAL DESCRIPTION:

Bid Items: 3, 4, 8, 11, 73-76

FOR THE BUILDING, STRUCTURE OR OTHER WORK OF IMPROVEMENT LOCATED AT:

Hopyard Road/Owens Drive in Pleasanton, Alameda County
Contract #4216

THE PERSON OR FIRM WHO CONTRACTED FOR THE PURCHASE OF SUCH LABOR, SERVICES, MATERIALS, OR EQUIPMENT IS:

Bay Cities Paving & Grading, Inc.
1450 Civic Court, Building B #400
Concord, CA 94520

AN ESTIMATE OF THE TOTAL PRICE OF LABOR, SERVICES, EQUIPMENT AND/OR MATERIALS TO BE FURNISHED IS:

Amount: \$ 16,855.00

NOTICE TO PROPERTY OWNER

EVEN THOUGH YOU HAVE PAID YOUR CONTRACTOR IN FULL, if the person or firm that has given you this notice is not paid in full for labor, service, equipment, or material provided or to be provided to your construction project, a lien may be placed on your property. Foreclosure of the lien may lead to loss of all or part of your property. You may wish to protect yourself against this by (1) requiring your contractor to provide a signed release by the person or firm that has given you this notice before making payment to your contractor, or (2) any other method that is appropriate under the circumstances.

This notice is required by law to be served by the undersigned as a statement of your legal rights. This notice is not intended to reflect upon the financial condition of the contractor or the person employed by you on the construction project.

If you record a notice of cessation or completion of your construction project, you must within 10 days after recording, send a copy of the notice of completion to your contractor and the person or firm that has given you this notice. The notice must be sent by registered or certified mail. Failure to send the notice will extend the deadline to record a claim of lien. You are not required to send the notice if you are a residential homeowner of a dwelling containing four or fewer units.

Dated: 8/29/2024		Payroll
Telephone No.: (209) 339-8085 Contractor's License No.: 523187	(signature)	(title)

PROOF OF SERVICE AFFIDAVIT

I, Carolina Diaz, the person serving this Preliminary Notice, declare that

I served copies of the Preliminary Notice upon (name and address of person(s) or firm(s) served, and title or capacity of person being served):

City of Pleasanton DPW
200 Old Bernal Ave
Pleasanton, CA 94566

Bay Cities Paving & Grading, Inc.
1450 Civic Court, Building B #400
Concord, CA 94520

By the following method:

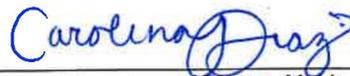
a. Personally delivering copies at _____, on _____, 20____, at _____, _____m. (time)

b. (Check one) Registered Certified Mail Express Mail Overnight Delivery by an Express service carrier, addressed to each of the parties at the address shown above on August 29, 2024.

c. By leaving the notice and mailing a copy in the manner provided in § 415.20 of the Code of Civil Procedure for Service of summons and complaint in a civil action.

I declare under penalty of perjury of the laws of the State of California that the foregoing is true and correct.

Signed at Lodi (City), California, on August 29, 2024.



(Signature of Person Making Service)



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

XTEND ENDORSEMENT FOR CONTRACTORS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to this Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- | | |
|---|--|
| <ul style="list-style-type: none"> A. Who Is An Insured – Unnamed Subsidiaries B. Blanket Additional Insured – Governmental Entities – Permits Or Authorizations Relating To Operations | <ul style="list-style-type: none"> C. Incidental Medical Malpractice D. Blanket Waiver Of Subrogation E. Contractual Liability – Railroads F. Damage To Premises Rented To You |
|---|--|

PROVISIONS

A. WHO IS AN INSURED – UNNAMED SUBSIDIARIES

The following is added to **SECTION II – WHO IS AN INSURED**:

Any of your subsidiaries, other than a partnership, joint venture or limited liability company, that is not shown as a Named Insured in the Declarations is a Named Insured if:

- a.** You are the sole owner of, or maintain an ownership interest of more than 50% in, such subsidiary on the first day of the policy period; and
- b.** Such subsidiary is not an insured under similar other insurance.

No such subsidiary is an insured for "bodily injury" or "property damage" that occurred, or "personal and advertising injury" caused by an offense committed:

- a.** Before you maintained an ownership interest of more than 50% in such subsidiary; or
- b.** After the date, if any, during the policy period that you no longer maintain an ownership interest of more than 50% in such subsidiary.

For purposes of Paragraph 1. of Section II – Who Is An Insured, each such subsidiary will be deemed to be designated in the Declarations as:

- a.** An organization other than a partnership, joint venture or limited liability company; or
 - b.** A trust;
- as indicated in its name or the documents that govern its structure.

B. BLANKET ADDITIONAL INSURED – GOVERNMENTAL ENTITIES – PERMITS OR AUTHORIZATIONS RELATING TO OPERATIONS

The following is added to **SECTION II – WHO IS AN INSURED**:

Any governmental entity that has issued a permit or authorization with respect to operations performed by you or on your behalf and that you are required by any ordinance, law, building code or written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of such operations.

The insurance provided to such governmental entity does not apply to:

- a.** Any "bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the governmental entity; or
- b.** Any "bodily injury" or "property damage" included in the "products-completed operations hazard".



C. INCIDENTAL MEDICAL MALPRACTICE

1. The following replaces Paragraph **b.** of the definition of "occurrence" in the **DEFINITIONS** Section:

b. An act or omission committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to a person, unless you are in the business or occupation of providing professional health care services.

2. The following replaces the last paragraph of Paragraph **2.a.(1)** of **SECTION II – WHO IS AN INSURED:**

Unless you are in the business or occupation of providing professional health care services, Paragraphs **(1)(a), (b), (c)** and **(d)** above do not apply to "bodily injury" arising out of providing or failing to provide:

(a) "Incidental medical services" by any of your "employees" who is a nurse, nurse assistant, emergency medical technician or paramedic; or

(b) First aid or "Good Samaritan services" by any of your "employees" or "volunteer workers", other than an employed or volunteer doctor. Any such "employees" or "volunteer workers" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

3. The following replaces the last sentence of Paragraph **5.** of **SECTION III – LIMITS OF INSURANCE:**

For the purposes of determining the applicable Each Occurrence Limit, all related acts or omissions committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to any one person will be deemed to be one "occurrence".

4. The following exclusion is added to Paragraph **2.**, **Exclusions**, of **SECTION I – COVERAGES – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY:**

Sale Of Pharmaceuticals

"Bodily injury" or "property damage" arising out of the violation of a penal statute or ordinance relating to the sale of

pharmaceuticals committed by, or with the knowledge or consent of, the insured.

5. The following is added to the **DEFINITIONS** Section:

"Incidental medical services" means:

a. Medical, surgical, dental, laboratory, x-ray or nursing service or treatment, advice or instruction, or the related furnishing of food or beverages; or

b. The furnishing or dispensing of drugs or medical, dental, or surgical supplies or appliances.

6. The following is added to Paragraph **4.b.**, **Excess Insurance**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:**

This insurance is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to any of your "employees" for "bodily injury" that arises out of providing or failing to provide "incidental medical services" to any person to the extent not subject to Paragraph **2.a.(1)** of Section II – Who Is An Insured.

D. BLANKET WAIVER OF SUBROGATION

The following is added to Paragraph **8.**, **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:**

If the insured has agreed in a contract or agreement to waive that insured's right of recovery against any person or organization, we waive our right of recovery against such person or organization, but only for payments we make because of:

a. "Bodily injury" or "property damage" that occurs; or

b. "Personal and advertising injury" caused by an offense that is committed;

subsequent to the execution of the contract or agreement.

E. CONTRACTUAL LIABILITY – RAILROADS

1. The following replaces Paragraph **c.** of the definition of "insured contract" in the **DEFINITIONS** Section:

c. Any easement or license agreement;



2. Paragraph **f.(1)** of the definition of "insured contract" in the **DEFINITIONS** Section is deleted.

F. DAMAGE TO PREMISES RENTED TO YOU

The following replaces the definition of "premises damage" in the **DEFINITIONS** Section:

"Premises damage" means "property damage" to:

- a. Any premises while rented to you or temporarily occupied by you with permission of the owner; or
- b. The contents of any premises while such premises is rented to you, if you rent such premises for a period of seven or fewer consecutive days.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED – PRIMARY AND NON-CONTRIBUTORY WITH OTHER INSURANCE

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

PROVISIONS

- 1. The following is added to Paragraph A.1.c., Who Is An Insured, of SECTION II – COVERED AUTOS LIABILITY COVERAGE:**

This includes any person or organization who you are required under a written contract or agreement between you and that person or organization, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to name as an additional insured for Covered Autos Liability Coverage, but only for damages to which this insurance applies and only to the extent of that person's or organization's liability for the conduct of another "insured".

- 2. The following is added to Paragraph B.5., Other Insurance of SECTION IV – BUSINESS AUTO CONDITIONS:**

Regardless of the provisions of paragraph a. and paragraph d. of this part **5. Other Insurance**, this insurance is primary to and non-contributory with applicable other insurance under which an additional insured person or organization is the first named insured when the written contract or agreement between you and that person or organization, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, requires this insurance to be primary and non-contributory.

CALIFORNIA PRELIMINARY NOTICE - Private Works

THIS IS NOT A LIEN. THIS NOTICE IS GIVEN PURUSANT TO CALIFORNIA CIVIL CODE § 8034(a), 8102, 8200 ET SEQ.

NOTICE TO PROPERTY OWNER

EVEN THOUGH YOU HAVE PAID YOUR CONTRACTOR IN FULL, if the person or firm that has given you this notice is not paid in full for labor, service, equipment, or material provided or to be provided to your construction project, a lien may be placed on your property. Foreclosure of the lien may lead to loss of all or part of your property. You may wish to protect yourself against this by (1) requiring your contractor to provide a signed release by the person or firm that has given you this notice before making payment to your contractor, or (2) any other method that is appropriate under the circumstances. This notice is required by law to be served by the undersigned as a statement of your legal rights. This notice is not intended to reflect upon the financial condition of the contractor or the person employed by you on the construction project. If you record a notice of cessation or completion of your construction project, you must within 10 days after recording, send a copy of the notice of completion to your contractor and the person or firm that has given you this notice. The notice must be sent by registered or certified mail. Failure to send the notice will extend the deadline to record a claim of lien. You are not required to send the notice if you are a residential homeowner of a dwelling containing four or fewer units.

TO:	OWNER OR REPUTED OWNER	DIRECT CONTRACTOR OR REPUTED DIRECT CONTRACTOR	CONSTRUCTION LENDER OR REPUTED CONSTRUCTION LENDER
NAME:	CITY OF PLEASANTON	BAY CITIES PAVING & GRADING, INC.	TRAVELERS CASUALTY & SURETY CO OF A
ADDRESS:	3560 NEVADA ST PLEASANTON, CA 94566	1450 CIVIC COURT BLDG B STE 400 CONCORD, CA 94520	100 CALIFORNIA ST STE 300 SAN FRANCISCO, CA 94111

YOU ARE HEREBY NOTIFIED THAT (Claimant):

Name: R.E. MAHER, INC.

Address: 4545 HESS DR., AMERICAN CANYON, CA 94503-9727

Relationship to the parties of the one giving this notice:

HAS FURNISHED OR WILL FURNISH WORK, LABOR, SERVICES, EQUIPMENT OR MATERIAL OF THE FOLLOWING GENERAL DESCRIPTION:

4 EACH CURB INLETS EXCL TRAFFIC NIGHTS E XC & BACKFILL

FOR THE BUILDING, STRUCTURE OR OTHER WORK OF IMPROVEMENT LOCATED AT THE FOLLOWING ADDRESS OR SITE OTHERWISE DESCRIBED SUFFICIENTLY FOR IDENTIFICATION:

Address: HOPYARD RD AND OWENS DR INTERSECTIO, PLEASANTON, CA 94566

or Description: HOPYARD ROAD AND OWEN DRIVE

THE PERSON OR FIRM TO WHOM SUCH LABOR, SERVICES, EQUIPMENT OR MATERIAL IS PROVIDED:

Name: BAY CITIES PAVING & GRADING, INC.

Address: 1450 CIVIC CT BLDG B STE 400, CONCORD, CA 94520

AN ESTIMATE OF THE TOTAL PRICE OF LABOR, SERVICES, EQUIPMENT AND/OR MATERIALS TO BE FURNISHED IS:

Amount \$ 20,400.00

PROOF OF SERVICE AFFIDAVIT

I, LINDA GREEN declare that I served copies of the above PRELIMINARY NOTICE - PRIVATE WORKS, (check appropriate box):

- a. By personally delivering copies to _____ (name(s) and title(s) of person served) at _____ (address), on _____ (date), at _____ m. (time)
- b. By Registered or Certified Mail, Express Mail or Overnight Delivery by an express service carrier, addressed to each of the parties at the address shown above on October 31, 2024 (date).
- c. By leaving the notice and mailing a copy in the manner provided in § 415.20 of the California Code of Civil Procedure for service of Summons and Complaint in a Civil Action.

I declare under penalty of perjury that the foregoing is true and correct.
Signed at AMERICAN CANYON, CA 94503, on October 31, 2024 (date).

RECEIVED

NOV 05 2024

CITY CLERK OFFICE

(Signature of Person Making Service)

THIS IS NOT A LIEN. THIS NOTICE IS GIVEN PURSUANT TO CALIFORNIA CIVIL CODE §8034(a), 8102, 8200 ET SEQ. PRIVATE WORKS AND CALIFORNIA CIVIL CODE §8034(b), 8102, 9300 ET SEQ. PUBLIC WORKS



CALIFORNIA PRELIMINARY NOTICE

L43790

7196 9004 5235 4941 3024

549413

YOU ARE HEREBY NOTIFIED THAT...

OWNER or Reputed Owner (on private work) or PUBLIC AGENCY (on public work) 02

CENTRAL CONCRETE SUPPLY CO INC 30201 DBA WESTSIDE CONCRETE MATERIALS 755 STOCKTON AVE SAN JOSE CA 95126

925-687-6666 CITY OF PLEASANTON 3560 NEVADA ST PLEASANTON CA 94566

has furnished or will furnish work, labor, services, equipment or material of the following general description: 129141

READY MIX CONCRETE BUILDING MATERIALS

CONSTRUCTION LENDER or Reputed Construction Lender, if any.

for the building, structure or other work of improvement located at the following address or site:

415-732-1494 TRAVELERS CASUALTY & SURETY CO OF AMERICA - BOND CO 100 CALIFORNIA ST #300 SAN FRANCISCO CA 94111

INTERSECTION IMPROVEMENTS HOPYARD RD & OWENS DR PLEASANTON CA SUB/JOB PO #3113 PROJ #15525

ORIGINAL CONTRACTOR or Reputed Contractor, if any. 03

An estimate of the total price of labor, services, equipment and/or materials furnished or to be furnished is:

925-687-6666 BAY CITIES PAVING & GRADING INC 1450 CIVIC CT BLDG B #400 CONCORD CA 94520

\$ 45,000.00

SUB CONTRACTOR /person or firm who contracted for the purchase of such labor, services, equipment or...

510-430-9505 COLUMBIA ELECTRIC INC 1980 DAVIS ST SAN LEANDRO CA 94577

RECEIVED

JAN 06 2025

CITY CLERK OFFICE

BY: Vicky L Roff Agent Dated: 12/30/2024 (Signature) (Title)

R

NOTICE TO PROPERTY OWNER

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PROOF OF SERVICE BY MAIL AFFIDAVIT

I, Vicky L Roff, declare that I served copies of the above PRELIMINARY NOTICE (PRIVATE WORK/PUBLIC WORK) by First Class Certified or Registered Mail service, postage prepaid, addressed to each of the parties at the addresses shown above on 12/30/2024. I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

BY: Vicky L Roff Vicky L Roff, Agent Executed at SAN DIEGO, California on 12/30/2024.